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

MIDVALE CITY COUNCIL REGULAR MEETING
AGENDA
May 19, 2026

Public Notice Is Hereby Given that the **Midvale City Council** will hold a regular meeting on **May 19, 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 May 18, 2026.**

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

6:00 p.m. – WORKSHOP

- Discuss Unified Police Department Budget ***[Chief April Morse]***

7:00 p.m. - REGULAR MEETING

I. GENERAL BUSINESS

A. WELCOME AND PLEDGE OF ALLEGIANCE
B. ROLL CALL
C. Unified Fire Authority Report ***[Chief Nathan Kay]***

II. PUBLIC COMMENTS

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

III. COUNCIL REPORTS

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

IV. MAYOR REPORT

A. Mayor Dustin Gettel

V. CITY MANAGER REPORT

A. Matt Dahl

VI. PUBLIC HEARING

A. Receive Public Comment Regarding Amendments to the Midvale City Fee Schedule and Utility Rates for 2026 ***[Mariah Hill, Administrative Services Director]***

ACTION: Consider Ordinance 2026-O-14 Amending the Midvale City Fee Schedule and Utility Rates for the 2026 Fiscal Year

VII. CONSENT

A. Consider Minutes of May 5, 2026 ***[Rori Andreason, H.R. Director/City Recorder]***

VIII. ACTION ITEMS

A. Consider **Resolution No. 2026-R-28** Confirming the Appointment of Jerimie Thorne as the Public Works Director of Midvale City ***[Mayor Dustin Gettel]***

B. Consider **Resolution No. 2026-R-31** Accepting a Special Warranty Deed for 705 W. Ivy Dr. Midvale, from the Redevelopment Agency of Midvale City ***[Levi McNeill, Fleet/Facilities Manager]***

C. Consider **Resolution No. 2026-R-30** Approving a Funding Agreement between Midvale City and United Way of Salt Lake for Community Block Party Funds ***[Vanessa Guevara, Midvale City Youth Violence Prevention Coordinator]***

D. Consider **Resolution No. 2026-R-29** Approving the Artist Agreement with Jaycie Baird, and Authorizing the Use of Public Property and Roadway at Identified Intersection ***[Vanessa Guevara, Midvale City Youth Violence Prevention Coordinator]***

IX. DISCUSSION ITEMS

A. Discuss Regarding an Ordinance Establishing the Community Clean Energy Program in Midvale ***[Mayor Dustin Gettel]***

B. Discussion of FY2027 Property Tax Impact Schedule ***[Mariah Hill, Administrative Services 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.

X. ADJOURN

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

The agenda was posted in the City Hall Lobby, on the City's website at Midvale.Utah.gov and the State Public Notice Website at pmn.utah.gov. Council Members may participate in the meeting via electronic communications. Council Members' participation via electronic communication will be broadcast and amplified so other Council Members and all other persons present in the Council Chambers will be able to hear or see the communication.

Date Posted: May 14, 2026

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

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: May 19, 2026

ITEM TYPE: Public Hearing and Action

SUBJECT: Consider Ordinance No. 2026-O-14 Amending the Midvale City Municipal Fee Schedule and Utility Rates for the 2026 Fiscal Year

SUBMITTED BY: Mariah Hill, Administrative Services Director

FEE SCHEDULE SUMMARY:
During the budget process and periodically throughout the fiscal year, staff reviews and updates the municipal fee schedule to ensure the City is collecting appropriate fees that reflect the actual cost of services provided.

This fee schedule amendment includes changes to the City's previously adopted drought rates. These changes can be found on page seven of the attached fee schedule. The drought fees will continue to be based on the Jordan Valley Water Conservation District's Water Supply Availability Level Designation; the City is currently at a Level 2 designation. The revised structure removes the charge for all Tier 1 water usage and adds additional clarification regarding effective dates. The City operates two utility billing cycles:

- Cycle 1: Billed on the 15th of each month
- Cycle 2: Billed on the last day of each month

To ensure equitable application across both cycles, the drought fees will be effective:

- Cycle 1: May 15 through October 15
- Cycle 2: May 1 through September 30

Residents will first see these charges on their June utility bill.

A public hearing on these proposed changes will be held on May 19, 2026. Upon approval, the amended FY2026 Fee Schedule will be posted on the Midvale City website.

PLAN COMPLIANCE: N/A

FISCAL IMPACT
The fee schedule is structured to reflect the actual cost of providing services to Midvale City residents, businesses, and other users. Fees are set at levels sufficient to generate the revenue necessary to support the City's Enterprise Funds and to recover certain costs incurred by the General Fund for Fiscal Year 2026. Selected fee adjustments, however, are specifically designed to encourage water conservation; if effective, reduced usage is anticipated to offset higher rates, resulting in no net change to overall City revenue.

ATTACHMENTS:
FY2026 Midvale City Fee Schedule Amendment – Redline

MIDVALE CITY, UTAH
ORDINANCE NO. 2026-O-14

AN ORDINANCE 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 may establish utility rates and fees designed in part to promote water conservation and the efficient use of limited water resources; 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 ORDAINED BY THE CITY COUNCIL OF MIDVALE CITY, UTAH:

Section 1. The City Council hereby amends the Midvale City Municipal Fee Schedule for FY 2026 as indicated by Exhibit "A."

Section 2. This ordinance is effective as of May 1, 2026.

Adopted by the City Council of Midvale, State of Utah, this 19th day of May, 2026.

_____
Dustin Gettel, Mayor

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

Date Published: _____

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
Pre-Plan Check Fees (credited towards building permit fee; non-refundable after commencement of plan review	
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
Over the Counter Permit Fees	
Furnace	$65 mechanical fee + 0.65 surcharge
A/C	$65 mechanical fee + 0.65 surcharge
Furnace and A/C	$65 mechanical fee + 0.65 surcharge
Water Heater	$65 plumbing fee + 0.65 surcharge
Service Charge	$65 electrical fee + 0.65 surcharge
Demo	$65 building permit
Window	$65 building permit
Building Rental & Event Fees	
Midvale Community Center	$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
Bingham Junction Park Pavilion	$200 security deposit
Half Day	$30 Resident; $40 Non Resident
Full Day	$38 Resident; $50 Non-Resident
Main Park Pavilion	$200 security deposit
Half Day	$68 Resident; $90 Non-Resident
Full Day	$113 Resident; $150 Non-Resident
Auditorium Performing Arts Center (Arts Council)	Contact Midvale Arts Council for pricing
City Park Amphitheater	$300 Deposit or $500 Deposit with Dressing Room Use
Half Day	$195 Resident; $260 Non Resident
Full Day	$375 Resident; $500 Non-Resident
City Park Field	$200 Deposit
Half Day	$50 Resident; $65 Non Resident
Full Day	$100 Resident; $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
Alchol - 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	
Sale Price of Burial Lots (Infant & Adult):	
Resident	$650
Non-Resident	$1,200
Sale Price of Cremation Lots:	
Resident	$325
Non-Resident	$600
Burial Rights Transfer/Consent (Reissuance)	$30
Cost of Grave Opening and Closings:	*Weekdays* *Weekends/Holidays*
Adult - Resident	$750 $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
Cremains - Non-Resident	$350 $550
Headstone Upright Grave Marker	$500
Reopening of Graves and Removing Caskets:	
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 $0.50 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
Lifeline discount of 45% available if qualified for Salt Lake County Circuit Breaker property tax relief	
Single family residential and duplex parcels constitute one ERU. No charges apply to undeveloped parcels. Charge for all other parcels is computed by multiplying	
Waste Collection Fees	
First Can	$12.84 per month
Recycling	$4.40 per month
Lifeline discount of 45% available if qualified for Salt Lake County Circuit Breaker property tax relief	
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	
Meter Size:	
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	
Meter Size:	
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
Lifeline discount of 45% available on base fee if qualified for Salt Lake County Circuit Breaker property tax relief	
Fireline service	$10.15 per month
Area # 3 Base Rates	
Meter Size:	
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

	Tier 1	Tier 2		Tier 3		Tier 4	
Meter Size	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 Consumption Drought Fees (Per Thousand Gallons) - All Areas - Not Applicable to Tier 1 Usage

Based on JVWCD Water Supply Availability Level Designation

Effective Dates (Based on Service Dates) : Billing Cycle 1 - May 15 to October 15, Billing Cycle 2 - May 1 to September 30

	Level 1	Level 2	Level 3	Level 4
	0%	25%	50%	75%
Tier 2	$2.43	$3.04	$3.65	$4.25
Tier 3	$2.80	$3.50	$4.20	$4.90
Tier 4	$2.96	$3.70	$4.44	$5.18

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 Conneceton 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 addt'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

MIDVALE CITY
FISCAL YEAR 2026 FEE SCHEDULE

DESCRIPTION	AMOUNT
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 May 5, 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 - Excused

STAFF: Matt Dahl, City Manager; Rori Andreason, HR Director/City Recorder; Garrett Wilcox, City Attorney; Glen Kennedy, Public Works Director; Nate Rockwood, Assistant City Manager; Mariah Hill, Administrative Services Director; Adam Olsen, Community Development Director; Wendelin Knobloch, Planning Director; Johnathan Anderson, Planner II; Kate Andrus, RDA Director; Aubrey Christensen, RDA Program Manager; Chief April Morse, UPD; Chief Jason Mazuran, UPD; Chief Nathan Kay, UFA; and Juan Rosario, Systems Administrator.

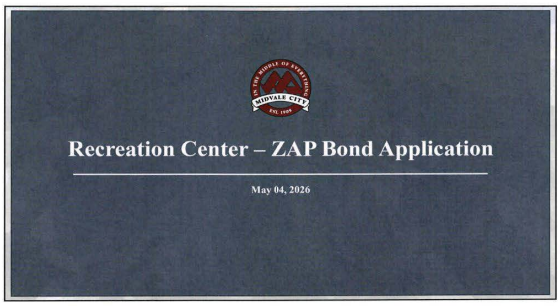
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6:00 p.m. – WORKSHOP

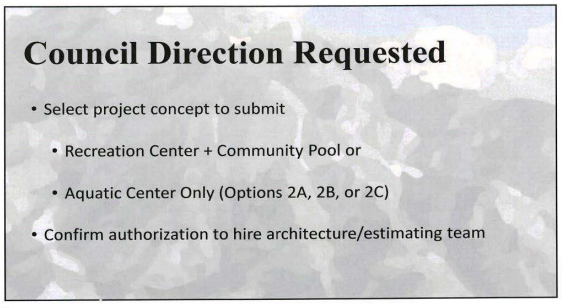
- Recreation Application Discussion **– *[Matt Dahl, City Manager]***

Matt Dahl discussed the Recreation Center – ZAP Bond Application.

Council Members Bryant Brown, Bonnie Billings, Paul Glover, and Denece Mikolash said they would like to pursue the full plan for a recreation & community pool or none at all.

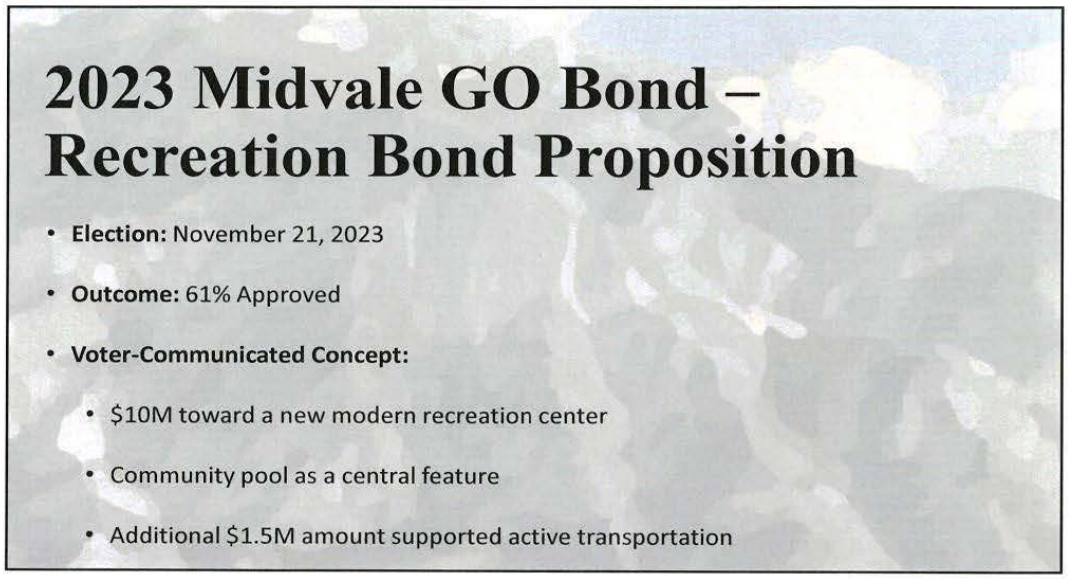


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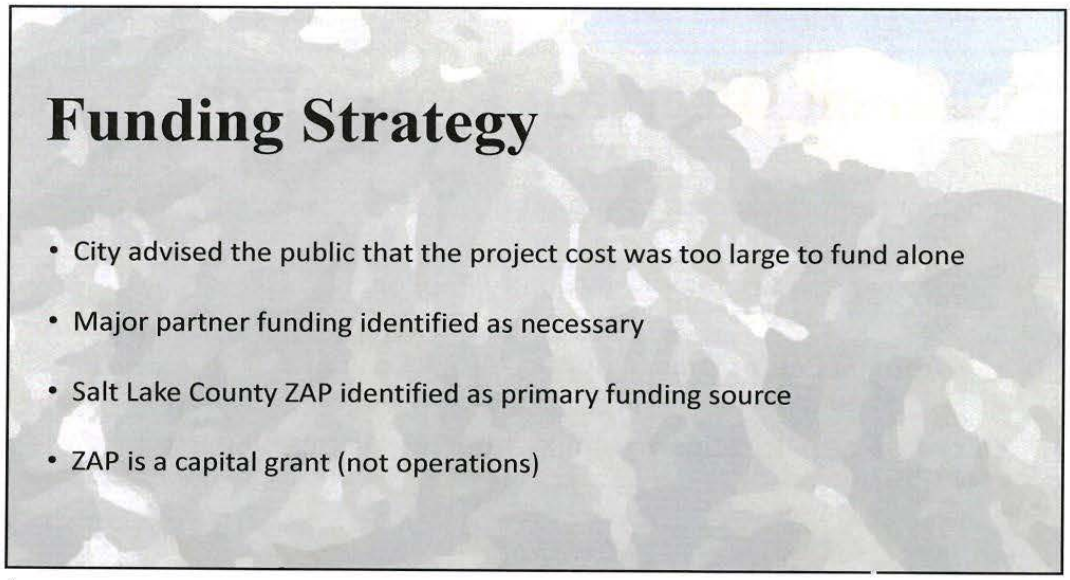


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PENDING

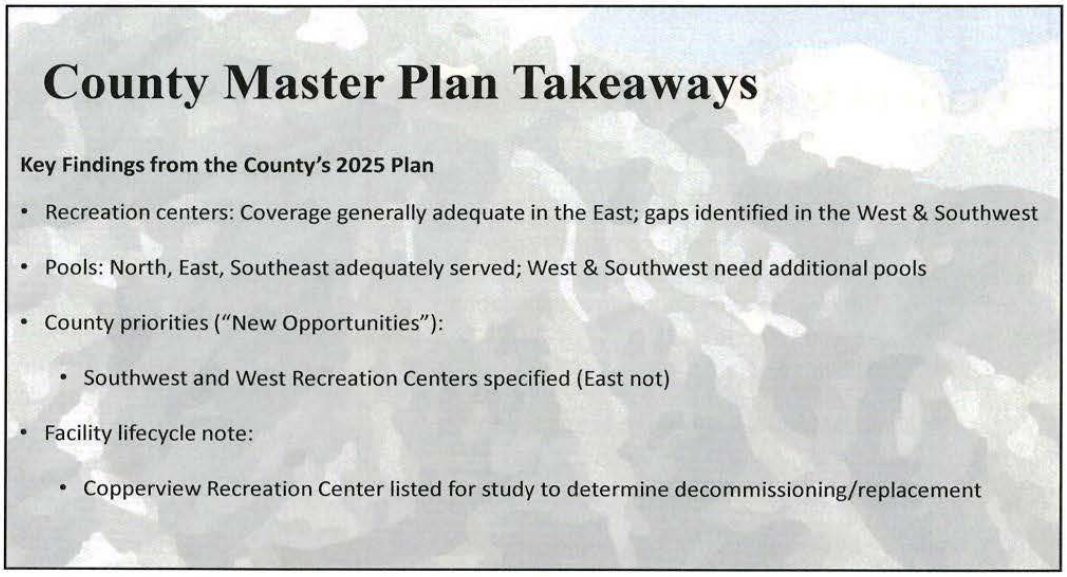

2023 Midvale GO Bond –
Recreation Bond Proposition
• Election: November 21, 2023
• Outcome: 61% Approved
• Voter-Communicated Concept:
• $10M toward a new modern recreation center
• Community pool as a central feature
• Additional $1.5M amount supported active transportation

3

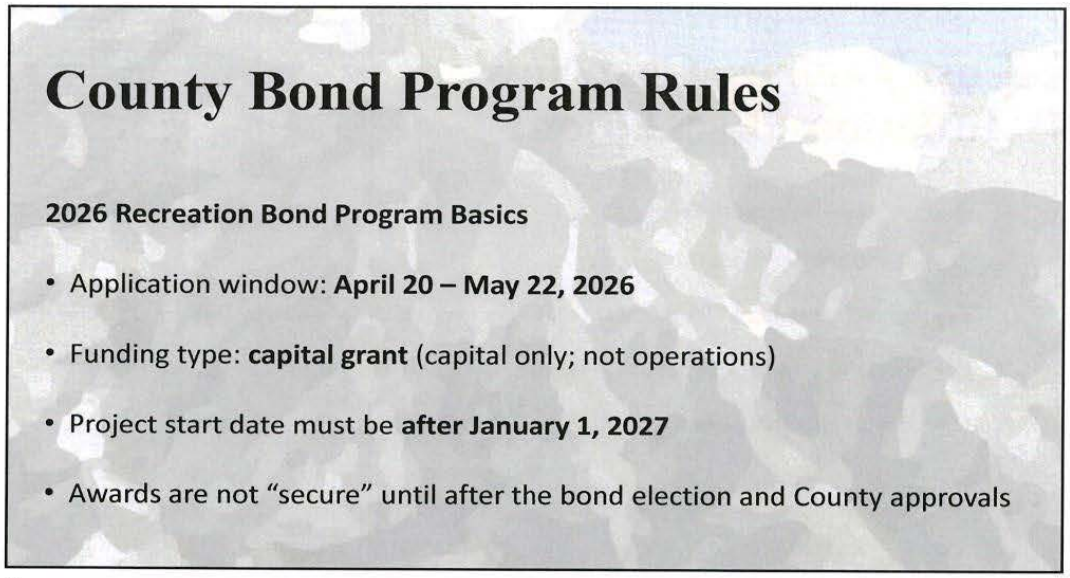

Funding Strategy
• City advised the public that the project cost was too large to fund alone
• Major partner funding identified as necessary
• Salt Lake County ZAP identified as primary funding source
• ZAP is a capital grant (not operations)

4

2


County Master Plan Takeaways
Key Findings from the County's 2025 Plan
• Recreation centers: Coverage generally adequate in the East; gaps identified in the West & Southwest
• Pools: North, East, Southeast adequately served; West & Southwest need additional pools
• County priorities ("New Opportunities"):
• Southwest and West Recreation Centers specified (East not)
• Facility lifecycle note:
• Copperview Recreation Center listed for study to determine decommissioning/replacement

7

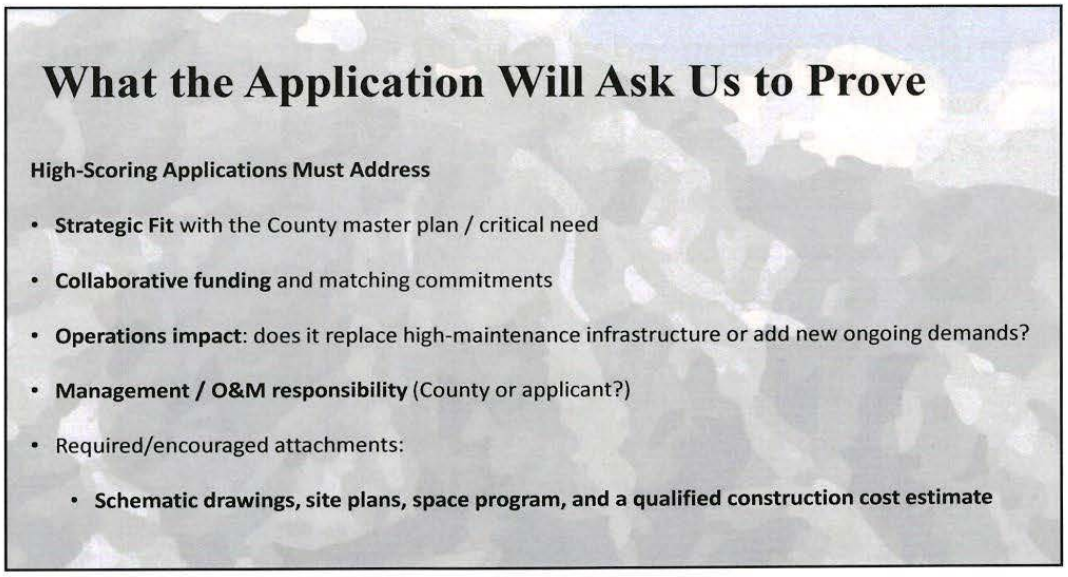

County Bond Program Rules
2026 Recreation Bond Program Basics
• Application window: April 20 – May 22, 2026
• Funding type: capital grant (capital only; not operations)
• Project start date must be after January 1, 2027
• Awards are not "secure" until after the bond election and County approvals

8

4


County Bond Program Rules
Bond Amount = $90mm
• $27mm (30%) – New
• $52mm - $10mm – $2mm = $40mm
• $27mm (30%) – Complete
• $36mm (40%) - Repair

9

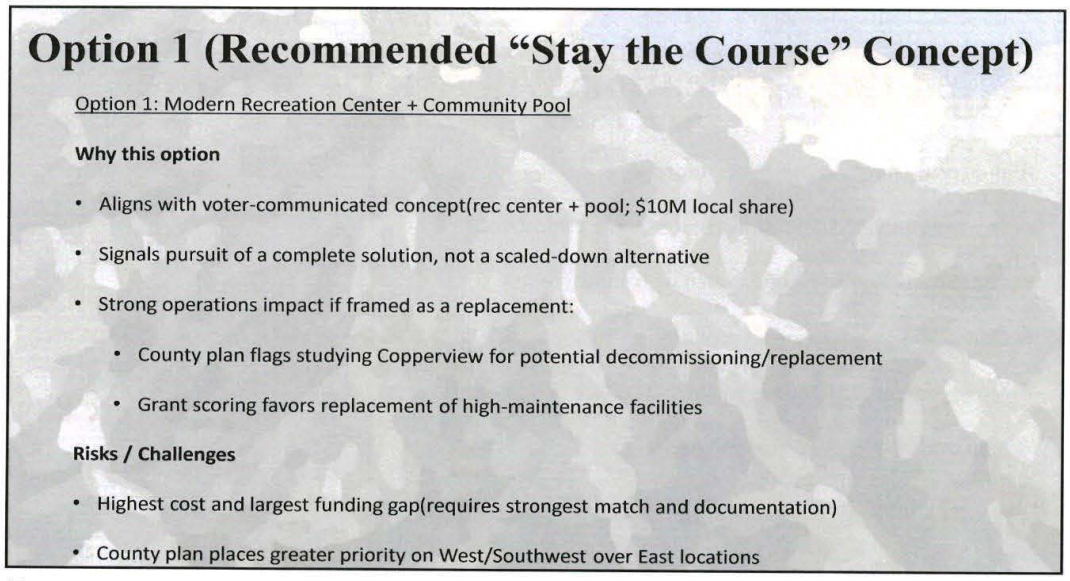

What the Application Will Ask Us to Prove
High-Scoring Applications Must Address
• Strategic Fit with the County master plan / critical need
• Collaborative funding and matching commitments
• Operations impact: does it replace high-maintenance infrastructure or add new ongoing demands?
• Management / O&M responsibility (County or applicant?)
• Required/encouraged attachments:
• Schematic drawings, site plans, space program, and a qualified construction cost estimate

10

5


Where We Stand
Staff's Read of the Landscape
• Midvale has a strong local mandate (GO bond passed)
• County plan language is strongest for West/Southwest new centers and pools
• If Midvale proceeds, the application must:
• Make the case for countywide/regional benefit and equity
• Clearly address why an East-area project still fills a gap (e.g., replacement of an aging facility, system efficiency, service demand, partnerships)

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Option 1 (Recommended "Stay the Course" Concept)
Option 1: Modern Recreation Center + Community Pool
Why this option
• Aligns with voter-communicated concept(rec center + pool; $10M local share)
• Signals pursuit of a complete solution, not a scaled-down alternative
• Strong operations impact if framed as a replacement:
• County plan flags studying Copperview for potential decommissioning/replacement
• Grant scoring favors replacement of high-maintenance facilities
Risks / Challenges
• Highest cost and largest funding gap(requires strongest match and documentation)
• County plan places greater priority on West/Southwest over East locations

12

6

Option 2 (Pool-Only Concept)

Option 2: Aquatic Center Only

Why this option

- Potentially lower capital cost (still needs qualified estimate)
- Community interest in a pool has been consistently strong (pool emphasized in prior materials)

Key tradeoffs

- County plan recommends new pools ideally be **indoors as part of full-service recreation centers** for year-round use and operational efficiency
- A pool-only project may **add** ongoing O&M rather than replace it (must be addressed in application's operations impact + proforma sections)

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Option 2A / 2B / 2C (Council Sub-Decision)

If Council Chooses Option 2, Must Select a Pool Type

- **2A: Competition Pool**
  - e.g., meet-capable lanes, spectator support (program-driven)
- **2B: Family / Leisure Pool**
  - e.g., play features, lazy river, slides (recreation-driven)
- **2C: Hybrid (Competition + Family)**
  - Most expensive; may approach a "center" scale

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7

Next Steps & Deadlines

Immediate Timeline

- **Applications due: May 22, 2026 (5:00 PM)**
- Staff will complete and submit the application consistent with Council direction
- To strengthen the submittal, staff recommends procuring professional support to produce:
  - Updated site plan + floor plan/space program
  - Updated renderings
  - Qualified construction cost estimate (explicitly requested/encouraged)

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Closing

Why a Strong Application Matters

- Residents approved the GO bond - Midvale should make a serious, credible effort to pursue the partner funding strategy that was communicated publicly.
- A competitive application will require:
  - Clear strategic fit narrative
  - Realistic cost + phasing
  - O&M plan/proforma
  - Strong documentation package

Ask: Provide direction on Option 1 vs Option 2 (and pool type if Option 2), and whether to invest in updated plans/estimates.

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6:30 p.m. – REGULAR MEETING

Mayor Dustin Gettel called the business meeting to order at 6:35 p.m.

I. GENERAL BUSINESS

A. Welcome and Pledge of Allegiance

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

C. Unified Police Department Report – *[Chief April Morse]*

Chief Morse said the month of April was busy. They responded on 2122 calls for service resulting in 691 active cases with 519 citations issued. Also, UPD's part-time social worker started on April 15th and as of May 1st she is assigned to nine active cases.

The UPD awards banquet was held where 30 Midvale Officers were recognized. A few notable recognitions included Officer Mark Utley, Canyons School District Resource Officer. Mark is the only SRO in Canyons School District history to receive the Red Shoes Living award; the award recipient is chosen by the students. Janet Moore, Volunteer Victim Advocate, received Volunteer of the Year award for 2025 for her 25 years of volunteer service with UPD. The Directed Enforcement Unit was awarded the Distinctive Unit award for their impressive work by a five-man unit in 2025. And in April, the 38th annual Utah Victims Services Commission Conference was held and Carmen Contreras, full time UPD Victim Advocate, received the Melvin C. Wilson Lifetime Achievement award.

Chief Morse wanted to extend heartfelt sympathy and support to the Salt Lake City Police Department for the loss of one of their officers yesterday.

D. Proclamation Declaring May 2026 as Front Line Worker Appreciation Month.

Mayor Dustin Gettel explained what a Front Line Worker is and read the proclamation into the record.

II. PUBLIC COMMENTS

Luke Maynes, Vice Chair of the Midvale Community Council and Chair of the Active Transportation Committee of the Community Council, said the Active Transportation Committee is hosting a Midvale Wheels and Walks event this Saturday, May 9th, at 9:30 am at Jordan Bluffs Park. Everyone is welcome.

III. COUNCIL REPORTS

A. Council Member Bonnie Billings — had nothing to report.

B. Council Member Paul Glover — thanked the staff that helpkeep Midvale running.

C. Council Member Heidi Robinson — excused

PENDING

D. Council Member Bryant Brown — said at the last meeting the Council talked a lot about water, and during the recent rainstorm Zions Bank was watering their big slope that's not being used. Businesses should be twice as responsible as residents for conserving water. He said he is surprised that a building that new does not have sensors on their sprinklers.

E. Council Member Denece Mikolash — said she took a tour of the police precinct and was able to meet a lot of the people that were recognized at the UPD banquet. The recognition and awards are well deserved. She went on a tour of Boulder City with the Wasatch Front Regional Council to learn how they are adding active transportation to their community, adding safety features to their intersections, and connecting open space to their development. She thanked Nate Rockwood for walking her through where Midvale can add some of these features. She said she will also be attending the Midvale Wheels and Walks event and hopes to see everyone else there.

IV. MAYOR REPORT

A. Mayor Dustin Gettel said he and Matt Dahl attended the Utah League of City and Towns conference in St. George last week. Networking with other city officials and law makers is important and valuable and he invites anyone that wants to attend the conference to do so. He attended the annual Fallen Officer Ceremony that day, which was a very somber ceremony recognizing the sacrifice of our fallen officers. He said based on resident feedback the Council has discussed the potential of removing the surcharge from tier 1 water usage. This means anyone using less than 12,000 gallons a month will not be charged the drought surcharge, which won't kick in until water usage bumps into the 2nd tier. He urges everyone to conserve water. He said the Council will reconsider this issue on May 19th.

V. CITY MANAGER REPORT

A. Matt Dahl - had nothing to report.

VI. PUBLIC HEARING

A. **RECEIVE PUBLIC COMMENT REGARDING A ZONING CODE TEXT AMENDMENT TO TABLE 17-7-12.10 OF THE REGIONAL COMMERCIAL ZONE TO INCREASE THE ALLOWED PERCENTAGE FOR CHANGEABLE COPY SIGNS**

Jonathan Anderson said a text amendment application was submitted by Dean Cardinale of Worldwide Trekking which proposes to "modify monument sign regulations to allow up to 85% changeable copy", see Attachment 2. Exhibits B-G shown in Attachment 2 along Union Park Avenue and in the surrounding area, identify signs that are not within Midvale City's limits (Cottonwood Heights for the billboard-Exhibit B, and Sandy for the remaining signs- Exhibits C-G) and thus not applicable as they are regulated by different jurisdictions.

The current language in Table 17-7-12.10 permits 25% of a sign's area for wall or monument sign types as changeable copy, which is reasonable to keep signs from being a nuisance or distraction for vehicular traffic.

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

-ZONING CODE TEXT AMENDMENT CRITERIA-

Midvale City Code 17-3-1(F) outlines the criteria necessary for amendments to the zoning code.

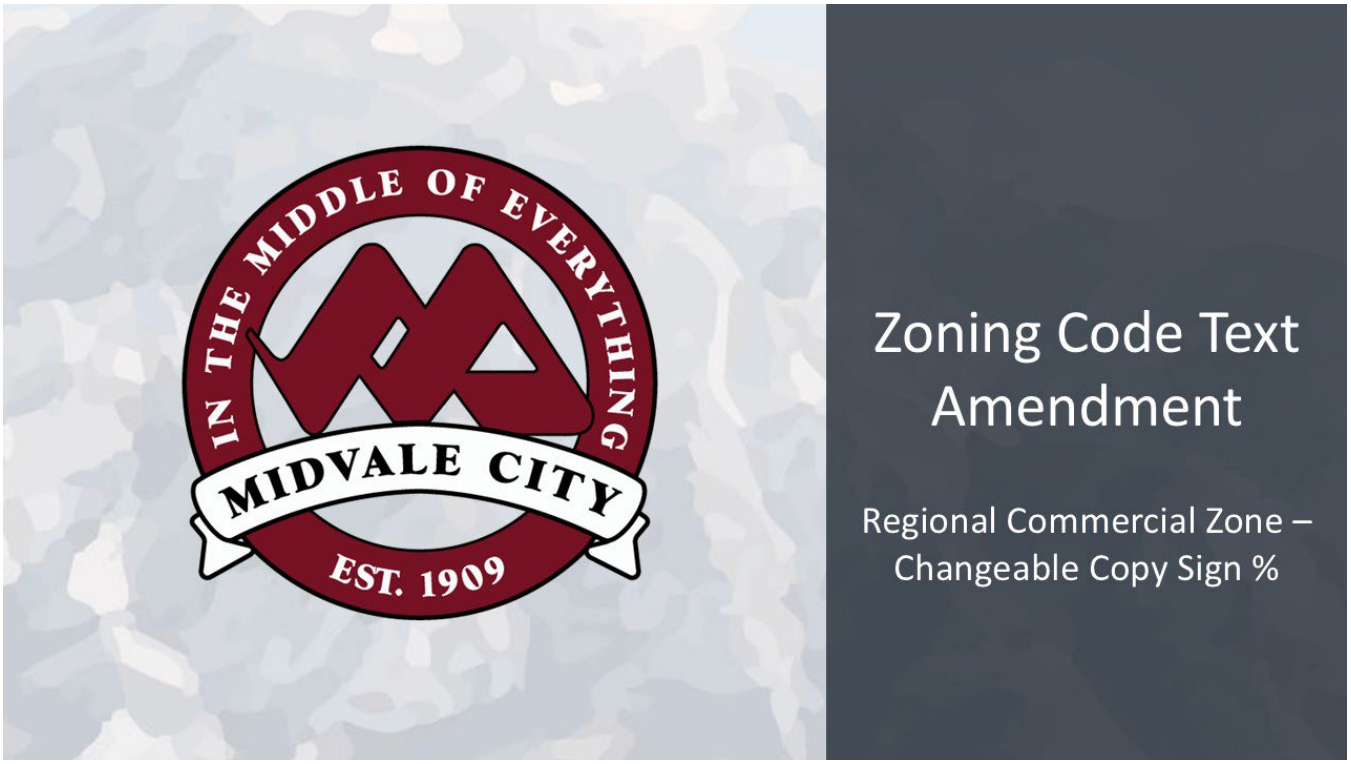
F. *Zoning Code Text Amendment Criteria.* To establish and maintain a sound, stable, and desirable city, a zoning code amendment application may only be approved if the reviewing body determines, in written findings, that the proposed amendment demonstrates one or more of the following:

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

Staff finds that this proposal does not meet the required criteria, see the responses below for each related above-criteria.

1. The current sign standards permit reasonable signage of various types to be constructed to facilitate commercial business activity and already promote the objectives of the general plan.
2. The current sign standards permit reasonable signage of various types to be constructed to facilitate commercial business activity and already promote the purposes of UCA 10-20-101 (renumbered from 10-9a-102).
3. The existing language of “25%” is already clear and does not need to be amended to be interpreted more straightforward.
4. The existing language of “25%” is not a clerical error or a mistake of fact.

PENDING



Proposed Language

Campaign	32 s.f.	6'	Removed within 15 days from final voting day. 3' max. height in clear view triangle.
Changeable Copy	~~28~~5% of sign		Changeable copy signs may be wall or monument signs. 1 changeable copy sign/business location.
Construction	32 s.f.	12'	Removed prior to certificate of occupancy.

MMC 17-3-1(F)

F. Zoning Code Text Amendment Criteria. To establish and maintain a sound, stable, and desirable city, a zoning code amendment application may only be approved if the reviewing body determines, in written findings, that the proposed amendment demonstrates one or more of the following:

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3. The proposed amendment more clearly explains the intent of the original language or has been amended to make interpretation more straightforward; or
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Finding

1. The current sign standards permit reasonable signage of various types to be constructed to facilitate commercial business activity and already promote the objectives of the general plan.
2. The current sign standards permit reasonable signage of various types to be constructed to facilitate commercial business activity and already promote the purposes of UCA 10-20-101 (renumbered from 10-9a-102).
3. The existing language of “25%” is already clear and does not need to be amended to be interpreted more straightforward.
4. The existing language of “25%” is not a clerical error or a mistake of fact.

Finding:

1. The amendment does not comply with Midvale City Code 17-3-1(F).

Council Member Bryant Brown asked how we got to 25% and what do other cities do?

Jonathan Anderson said he doesn’t know the history of how the 25% was arrived at; however, it’s been that way for a long time. Sandy City is at 50% of the signs permitted.

Council Member Bryant Brown said 25% to 85% seems like a huge jump; however, he would be comfortable matching what neighboring cities do.

Dean Cardinale, owner of Worldwide Trekking and founder of The Human Outreach Project, gave a brief history of his business and how it started. He said that people drive past his building, and they don't know what they offer so, he would like to communicate with the public through his sign. He shared an image of his sign with the Council. He said when he put up his sign, he was not aware that an LED sign had different requirements than other sign types. His LED sign has been up for four months and in those four months he had more people stop at his business than he had since 2019. He said he wants to run a good business and do things right, and he wants to be an ambassador in Midvale City and see how they can work together.

Council Member Paul Glover said he is concerned about the signs competing with each other and being a distraction.

Dean Cardinale said he would be able to redesign his sign to provide 50% coverage. His sign would be like the Midvale City LED style sign in front of City Hall. He said that he would be able to have controls on the sign to eliminate flashing elements and control brightness and scrolling images etc. He said he does not want to negatively impact the surrounding environment.

The Council discussed this issue. They also discussed when the current ordinance was put in place and what changes to the ordinance might look like compared to what surrounding cities are doing.

Council Member Denece Mikolash suggested the ordinance be tabled and more research into the issue be done including seeing what other cities are doing.

Council Members Bonnie Billings and Bryant Brown agreed.

The recommendation from Council was to hold the public hearing when research and more information is available such as brightness of the sign, hours that brightness can be changed, transition types and timing of transitions, will videos or animations be allowed, and what neighboring cities are doing regarding LED signs.

Adam Olsen reminded the Council that any changes to the code will be effective citywide and not restrained to this one area or business.

MOTION: Council Member Bryant Brown MOVED to table the public hearing considering ORDINANCE NO. 2026-O-13 amending Table 17-7-12.10 of the Regional Commercial Zone to Increase the Allowed Percentage for Changeable Copy Signs rehearing the public hearing for this on or before June 16th. The motion was SECONDED by Council Member Denece Mikolash. 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	**Absent**
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 APRIL 21, 2026.

MOTION: Council Member Paul Glover MOVED to Approve the Consent Agenda. 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 Bryant Brown	**Aye**
Council Member Denece Mikolash	**Aye**
Council Member Bonnie Billings	**Aye**
Council Member Paul Glover	**Aye**
Council Member Heidi Robinson	**Absent**

The motion passed unanimously.

VIII. DISCUSSION ITEMS

A. BUDGET OFFICER INTENT TO STATE THAT THE TENTATIVE BUDGET INCLUDES A PROPOSED PROPERTY TAX RATE INCREASE.

Matt Dahl said during the 2026 Utah Legislative Session, HB 236 – Truth-in-Taxation Amendments was enacted, making several changes to Utah Code §§ 59-2-919 and 59-2-924, which govern notice, disclosure, and public hearing requirements when a tentative budget includes a proposed property tax rate increase, including municipal property tax increases. These provisions are intended to promote transparency and ensure the public is provided clear information regarding the potential impacts of a proposed tax rate prior to final budget and tax rate adoption.

Among other changes, the amendments clarify requirements for fiscal-year taxing entities regarding the initial public presentation of the tentative budget. Specifically, the statute requires that, at the public meeting where the tentative budget is first presented, the budget officer must state whether the tentative budget includes a proposed property tax rate increase and present the associated property tax impact schedule. In addition, the meeting agenda must include a separate item notifying the public that the budget officer intends to make this statement.

This agenda item is included to comply with Utah Code § 59-2-919(4)(a)(ii) by providing notice of the budget officer's intent to state that the tentative budget includes a proposed property tax rate increase, thereby ensuring transparency and public awareness consistent with Truth-in-Taxation requirements.

FISCAL IMPACT:

PENDING

Fiscal impacts are outlined in the FY2027 Midvale City Tentative Budget and Property Tax Impact Schedule.

Matt Dahl said it is his intent to state that in the tentative budget staff has included an increase in the public safety property tax that is intended to cover an increase in the public safety costs for Midvale.

B. BUDGET OFFICER STATEMENT THAT THE TENTATIVE BUDGET INCLUDES A PROPOSED PROPERTY TAX RATE INCREASE

Matt Dahl said during the 2026 Utah Legislative Session, HB 236 – Truth-in-Taxation amendments was enacted, making several changes to Utah Code §§ 59-2-919 and 59-2-924, which govern notice, disclosure, and public hearing requirements when a tentative budget includes a proposed property tax rate increase, including municipal property tax increases. These provisions are intended to promote transparency and ensure the public is provided clear information regarding the potential impacts of a proposed tax rate prior to final budget and tax rate adoption.

Among other changes, the amendments clarify requirements for fiscal-year taxing entities regarding the initial public presentation of the tentative budget. Specifically, the statute requires that, at the public meeting where the tentative budget is first presented, the budget officer must state whether the tentative budget includes a proposed property tax rate increase and present the associated property tax impact schedule.

This agenda item is included to comply with Utah Code § 59-2-919(4)(a)(i) by providing notice and an official statement by the Budget Officer that the tentative budget includes a proposed property tax rate increase. Additional details regarding the proposed property tax rate increase will be presented during the formal presentation and adoption of the FY2027 Midvale City Tentative Budget and the Property Tax Impact Schedule.

FISCAL IMPACT:
Fiscal impacts are outlined in the FY2027 Midvale City Tentative Budget and Property Tax Impact Schedule.

Matt Dahl said he is making a statement that included in the tentative budget is a proposed property tax increase for the Public Safety Property Tax. This increase is intended to cover increased costs in public safety.

IX. ACTION ITEMS

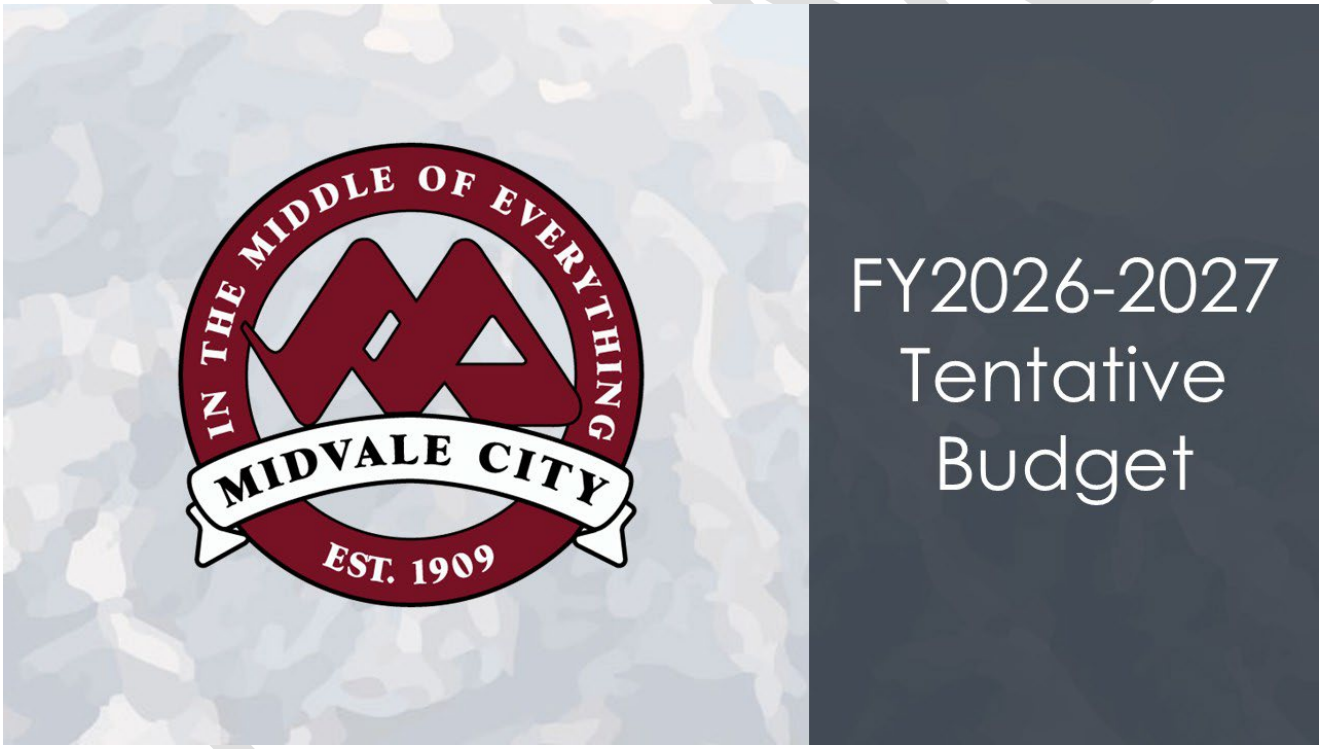
A. Consider Resolution No. 2026-R-24 Adopting the FY2027 Midvale City Tentative Operating and Capital Budgets, Beginning July 1, 2026, and Ending June 30, 2026, and Establishing a Public Hearing

Mariah Hill said the process of adopting the Fiscal Year 2027 budget requires several actions to ensure compliance with state statute. Utah Code § 10-6-111(1) requires the Budget Officer to present a tentative budget for each City fund no later than the first regularly scheduled meeting in May. Accordingly, tentative budgets for each fund will be presented on Tuesday, May 5, on behalf of the Budget Officer (City Manager).

The presentation will include an overview of Fiscal Year 2027 revenue estimates, a summary of anticipated expenditures, budget highlights, and any proposed program changes. In addition, the presentation will include a review of the proposed Public Safety Property Tax increase and the related Property Tax Impact Schedule, as required under Utah Code § 59-2-924.

Utah Code § 10-6-111(3) further requires the City Council to adopt the tentative budget at this meeting. Following adoption, the Council may review and amend the tentative budget as needed prior to final adoption. The tentative budget serves as a working document from which the formal budget adoption process begins and may be modified before final approval. At final adoption, all budgets must be balanced, with total expenditures equal to total revenues.

FISCAL IMPACT:
The tentative budget provides a starting point to discuss the operating budget for Fiscal Year 2027 prior to final approval.



FY2027 Budget Overview

- This presentation provides a high-level budget overview – Detailed line-item information is available in the FY2027 Tentative Budget Book, included in the meting packet and at Midvale.Utah.Gov.
- The Tentative Budget represents the City's initial estimates of revenues and expenditures for each fund for the period July 1, 2026 through June 30, 2027. All departments are organized within these funds.
- The Tentative Budget is a working document and will be refined throughout the budget process.
- It has been prepared by the Finance Department and City Manager and is formally presented by the City's Budget Officer (City Manager).
- The budget reflects an effort to maintain current service levels while addressing rising costs and identifying reductions where feasible in an uncertain economic environment.
- Adoption of the Tentative Budget by the City Council is required by law and marks the official beginning of the budget process.
- The Tentative Budget includes a proposed public safety property tax increase.
- Year-to-year comparisons may be affected by structural and accounting changes.

FY2027 Tentative Budget Overview

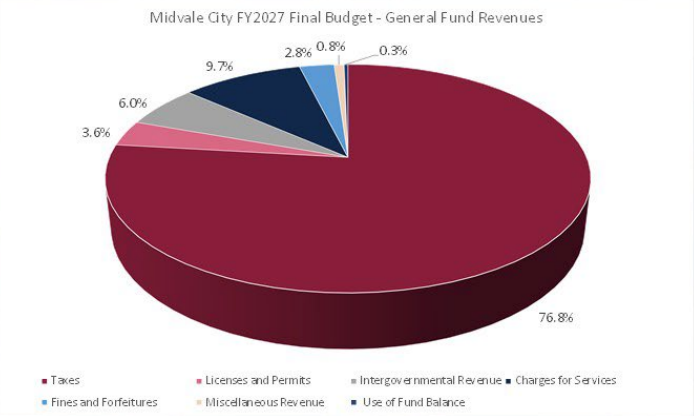
FY2027 Budget Timeline



General Fund - Revenues

Total GF Revenues - $23,955,772
Decrease of 19.1% from FY2026

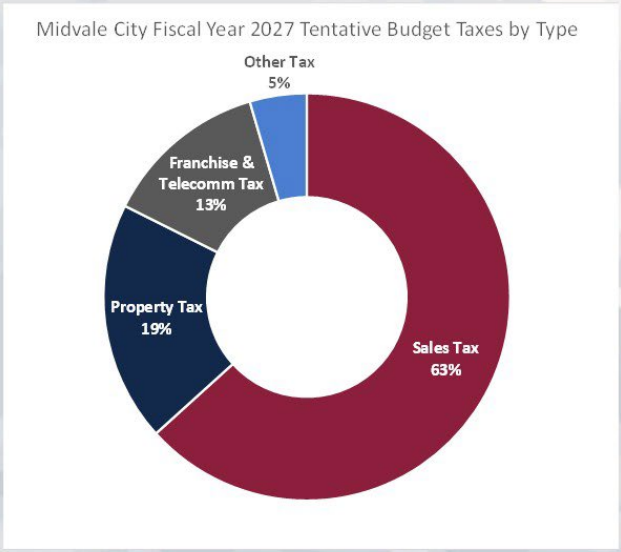
- Taxes - $18.4 million
- Licenses and Permits - $870,374
- Intergovernmental Revenue - $1.4 million
- Charges for Services - $2.3 million
- Fines and Forfeitures - $660,500
- Miscellaneous Revenue - $188,935
- Use of Fund Balance - $74,300



General Fund – Tax Revenues

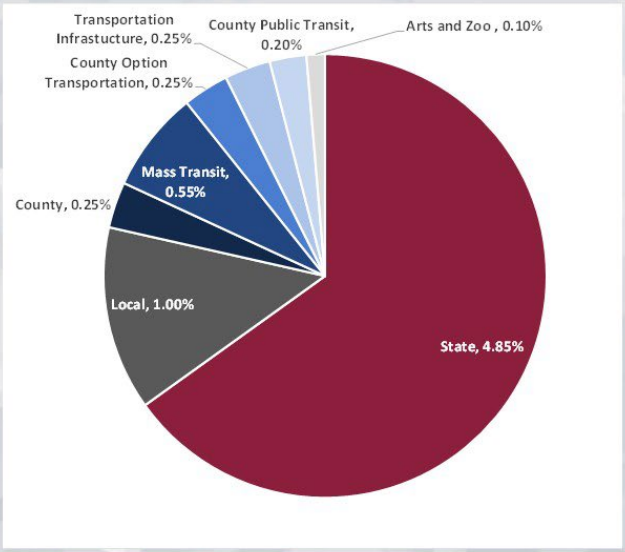
General Fund Financing Sources	Actual FY2024	Actual FY2025	Amended FY2026	Tentative FY2027	Difference	Percent Change
Taxes:						
Property tax	3,118,864	3,504,944	3,445,094	3,504,944	59,850	1.7%
Delinquent/surplus prop tax	42,356	50,486	40,000	40,000	-	0.0%
Sales tax	11,479,115	11,627,600	11,281,321	11,627,600	346,279	3.1%
Franchise tax	2,514,968	2,433,763	2,691,585	2,405,183	(286,402)	-10.6%
Telecommunications tax	191,713	192,024	190,000	193,500	3,500	1.8%
Transient room tax	247,693	228,090	230,000	238,000	8,000	3.5%
Motor vehicle in lieu of	394,837	433,731	433,731	400,000	(33,731)	-7.8%
TOTAL TAXES	**$ 17,989,546**	**$ 18,470,638**	**$ 18,311,731**	**$ 18,409,227**	**$ 97,496**	**0.5%**

General Fund – Tax Revenues



FY2027 Tentative Budget Overview

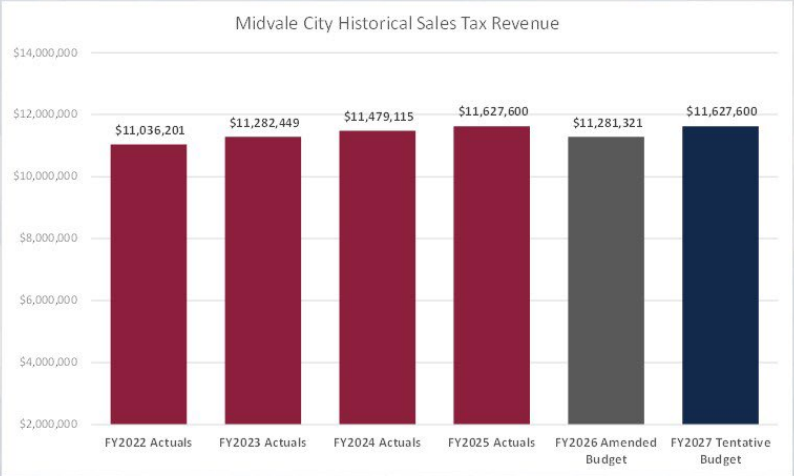
Sales Tax Overview





FY2027 Tentative Budget Overview

Midvale City Sales Tax - $11,281,321



- Distributed to the City monthly by the Utah State Tax Commission
- Two-month delay in distribution (e.g May distribution is from March sales)
- Most susceptible tax to economic trends
- Statewide sales tax is still showing 1-2% overall
- Economy is showing continued signs of slowing and declines in consumer spending/confidence
- The City's population factor will decrease starting with the June distribution.

FY2027 Tentative Budget Overview

General Fund – Revenues

General Fund Financing Sources	Actual FY2024	Actual FY2025	Amended FY2026	Tentative FY2027	Difference	Percent Change
Licenses and Permits:						
Business licenses	347,003	336,351	345,000	326,000	(19,000)	-5.5%
Building permits	307,109	1,023,812	454,490	494,374	39,884	8.8%
Road cut fees	34,946	35,671	40,000	40,000	-	0.0%
ROW occupancy permits	7,500	7,503	7,500	7,500	-	0.0%
Sign fees	-	3,302	2,500	2,500	-	0.0%
TOTAL LICENSES AND PERMITS	**$ 696,558**	**$ 1,406,639**	**$ 849,490**	**$ 870,374**	**$ 20,884**	**2.5%**
Intergovernmental:						
EPA Inst Controls Grant	152,826	158,202	163,654	-	(163,654)	-100.0%
B&C road funds	1,389,754	1,570,759	1,117,140	1,268,175	151,035	13.5%
Liquor funds allocation	56,041	72,121	72,000	72,000	-	0.0%
State Homeless Initiative	2,904,425	3,443,383	2,922,320	-	(2,922,320)	-100.0%
Coalition Coordinator Grant	56,096	89,901	135,000	100,000	(35,000)	-25.9%
TOTAL INTERGOVERNMENTAL	**$ 4,559,142**	**$ 5,334,366**	**$ 4,410,114**	**$ 1,440,175**	**$ (2,969,939)**	**-67.3%**

FY2027 Tentative Budget Overview

General Fund – Revenues

General Fund Financing Sources	Actual FY2024	Actual FY2025	Amended FY2026	Tentative FY2027	Difference	Percent Change
Charges for Services:						
Zoning/development fees	8,198	40,980	20,000	40,000	20,000	100.0%
Plan check fees	160,822	684,910	135,000	215,000	80,000	59.3%
Maps and publications	449	1,248	500	500	-	0.0%
Notary/background check fees	10	-	-	-	-	0.0%
Code enforcement fees	1,500	-	1,000	1,000	-	0.0%
Rents and concessions	7,790	10,100	5,000	5,000	-	0.0%
Credit card service fees	13,545	10,833	12,000	12,000	-	0.0%
Cemetery lot sales	-	(1,300)	-	-	-	0.0%
Cemetery service fees	30,705	34,310	27,000	27,000	-	0.0%
Admin fee - Water	696,926	675,879	678,781	657,277	(21,504)	-3.2%
Admin fee - Sewer	400,361	420,865	424,223	414,779	(9,444)	-2.2%
Admin fee - Storm Water	408,911	408,381	419,001	331,176	(87,825)	-21.0%
Admin fee - Sanitation	103,959	109,398	116,120	115,469	(651)	-0.6%
Admin fee - RDA	292,787	319,523	347,672	326,168	(21,504)	-6.2%
Admin fee - Streetlighting	33,197	31,960	38,621	43,727	5,106	13.2%
Admin fee - Fleet	100,879	125,005	126,845	123,165	(3,680)	-2.9%
TOTAL CHARGES FOR SERVICES	**$ 2,260,039**	**$ 2,872,092**	**$ 2,351,763**	**$ 2,312,261**	**$ (39,502)**	**-1.7%**

FY2027 Tentative Budget Overview

General Fund – Revenues

General Fund Financing Sources	Actual FY2024	Actual FY2025	Amended FY2026	Tentative FY2027	Difference	Percent Change
Fines and Forfeitures:						
Fines and forfeitures	830,674	727,731	763,000	600,000	(163,000)	-21.4%
Bad Debt Collections	82,012	72,575	50,000	50,000	-	0.0%
Attorney fees recovered	8,714	11,051	10,000	10,000	-	0.0%
Traffic school	4,360	1,500	2,000	500	(1,500)	-75.0%
TOTAL FINES AND FORFEITURES	**$ 925,760**	**$ 812,857**	**$ 825,000**	**$ 660,500**	**$ (164,500)**	**-19.9%**
Miscellaneous:						
Interest revenue	350,218	232,152	160,000	160,000	-	0.0%
Proceeds from insurance	8,325	44,173	-	-	-	0.0%
Sundry revenues	7,095	7,154	5,000	5,000	-	0.0%
ULGT dividend/grant	8,935	8,936	8,935	8,935	-	0.0%
Cash Over & Short	50	(320)	-	-	-	0.0%
Event Application Fee Revenue	1,900	2,200	-	-	-	0.0%
Donations from private parties	-	200	15,000	15,000	-	0.0%
TOTAL MISCELLANEOUS:	**$ 376,523**	**$ 294,495**	**$ 188,935**	**$ 188,935**	**$ -**	**0.0%**
USE OF FUND BALANCE	**$ -**	**$ -**	**$ 2,670,576**	**$ 74,300**	**$ (2,596,276)**	**-97.2%**
TOTAL GENERAL FUND FINANCING SOURCES	**$ 26,807,568**	**$ 29,191,087**	**$ 29,607,609**	**$ 23,955,772**	**$ (5,651,837)**	**-19.1%**

FY2027 Tentative Budget Overview

General Fund – Personnel ($204K Increase)

	FY2024	FY2025	FY2025	Tentative FY2027
General Fund				
General Government				
Mayor/City Council*	3.00	3.00	3.00	3.00
Administration	5.50	5.50	5.80	4.70
Communications	1.00	1.00	1.00	0.70
Human Resources	1.00	1.00	1.00	2.00
City Recorder	2.00	2.00	2.00	2.00
Comm/Intergov Relations	1.00	0.75	0.75	0.75
City Attorney	5.00	5.00	5.33	5.33
Total General Government	**18.50**	**18.25**	**18.88**	**18.48**
Administrative Services				
Administrative Services Admin	1.00	1.00	1.00	1.00
Finance	4.35	3.35	2.85	2.15
Court	8.72	8.72	8.72	9.00
Information Technology	3.30	3.30	3.30	2.90
Total Administrative Services	**17.37**	**16.37**	**15.87**	**15.05**
Public Works				
PW Admin	2.40	2.40	2.40	1.30
Streets	5.45	5.45	5.45	6.25
Facilities	3.70	4.20	3.78	3.60
Parks & Cemetery	3.50	4.00	4.33	4.30
Total Public Works	**15.05**	**16.05**	**15.96**	**15.45**
Community Development				
Community Development Admin	5.50	4.50	3.50	2.05
Planning	3.00	3.00	3.00	3.00
Engineering	1.45	1.45	0.75	0.70
Building Inspection	0.60	2.00	3.00	3.45
Total Community Development	**10.55**	**10.95**	**10.25**	**9.20**
Total General Fund	**61.47**	**61.62**	**60.96**	**58.18**

- New Allocations
- 3% COLA
- 1% Merit
- Market & Mid-Point Adjustments Benefits
- 5% Medical, 4.6% Dental, URS Decrease
- Removal of Part Time Finance Clerk, Reclassification of Policy & Project Manager to Economic Development Manager
- TBD – Open Enrollment Selections & May CPI

General Fund – Expenditure Overview

- Split of IT Operations & Equipment
  - Operations - $175,456
  - Operations & Equipment FY26 - $247,926
- Pause of Equipment Charges – $72,470 Net Decrease
- Department Wide Cuts
  - $31,605
  - 25 Line Items, $100 to $5,000

FY2027 Tentative Budget Overview

General Fund – Expenditure Overview

Large Decreases

- $30,000 – Decrease of Legal Professional Services
- $37,000 – Election Costs
- $11,000 – Decrease in IT Software Costs
- $23,000 – Removal of One-Time Signal Upgrade
- $50,000 – Decrease of Building Inspection Professional Services

Increases

- $6,600 – Communication Software Increases
- $50,000 – Interlocal Radio Tower Construction (One-Time)
- $24,300 - Utah Renewable Energy Program (One-Time)
- $17,900 – 10-Year Sign Replacement Plan (B&C Restricted Funds)
- $1,500 – Planning Commission Funds

FY2027 Tentative Budget Overview

General Fund Summary - FY2027 Tentative Budget

	Actual FY2024	Actual FY2025	Amended FY2026	Tentative FY2027	Difference	Percent Change
Expenditures:						
Mayor and City Council	365,800	365,683	347,568	375,632	28,064	8.1%
Administration	940,813	1,045,239	1,148,320	978,038	(170,282)	-14.8%
Non-Departmental	155,496	120,515	150,538	147,410	(3,128)	-2.1%
Community & Intergov Relations	224,479	416,950	235,826	230,441	(5,385)	-2.3%
Public Safety	12,369,666	14,149,738	-	-	-	0.0%
City Attorney	877,903	980,097	1,055,158	1,060,537	5,379	0.5%
Communications	223,459	234,196	266,402	219,535	(46,867)	-17.6%
Harvest days	95,127	109,749	100,000	100,000	-	0.0%
Human Resources	150,580	150,775	156,483	324,218	167,735	107.2%
Employee services	41,592	43,149	45,800	43,475	(2,325)	-5.1%
Grants	12,501	12,502	-	-	-	0.0%
City Recorder	410,962	352,326	409,201	304,754	(104,447)	-25.5%
Total Administration	**$ 15,868,378**	**$ 17,980,919**	**$ 3,915,296**	**$ 3,784,041**	**$ (131,255)**	**-3.4%**
Adminstrative Services						
Administrative Services	207,309	217,089	239,469	248,780	9,311	3.9%
Finance	422,252	432,303	390,610	335,817	(54,793)	-14.0%
Justice Court	1,048,500	1,068,812	1,157,162	1,172,531	15,369	1.3%
Information Technology	794,048	806,285	903,793	821,489	(82,304)	-9.1%
Total Adminitrative Services	**$ 2,472,109**	**$ 2,524,489**	**$ 2,691,034**	**$ 2,578,617**	**$ (112,417)**	**-4.2%**
Public Works						
Public Works Administration	375,767	457,851	407,181	272,759	(134,422)	-33.0%
Facilities	751,948	820,051	869,051	858,416	(10,635)	-1.2%
Streets	1,016,274	960,450	1,134,860	1,265,589	130,729	11.5%
Parks	794,745	802,340	933,903	946,749	12,846	1.4%
Total Public Works	**$ 2,938,734**	**$ 3,040,692**	**$ 3,344,995**	**$ 3,343,513**	**$ (1,482)**	**0.0%**
Community Development						
Community Development Admin	618,871	558,849	528,972	358,734	(170,238)	-32.2%
Engineering	179,550	198,468	189,947	159,196	(30,751)	-16.2%
Planning	415,173	437,220	471,886	481,325	9,439	2.0%
Code Enforcement	582	1,497	3,191	-	(3,191)	-100.0%
Building Inspection	161,778	430,843	741,671	707,541	(34,130)	-4.6%
Total Community Development	**1,375,954**	**1,626,877**	**1,935,667**	**1,706,796**	**(228,871)**	**-11.8%**
Transfers Out	4,127,145	5,506,195	18,169,669	12,502,389	(5,667,280)	-31.2%
TOTAL EXPENDITURES	**$ 26,782,320**	**$ 30,679,172**	**$ 30,056,661**	**$ 23,915,355**	**$ (6,141,306)**	**-20.4%**
FUND BALANCE - CONTRIBUTION/USE OF	**$ 25,248**	**$ (1,488,085)**	**$ (449,052)**	**$ 40,417**	**$ -**	**-109.0%**

Administration
↓3.4%

Administrative Services
↓4.2%

Public Works
0.0%

Community Development
↓11.8%

Debt Service Fund

Total Budget - $1,755,549

Revenues

- Transfer from General Fund – $1.06M
- Developer Loan Payment - $245K
- Transfer from RDA - $449K

Expenditures

- 2017 Sales Tax Bonds (Road Bond) - $778K
- Lease payment to MBA (City Hall/Parks Bond) - $281K
- CHG Parking Structure Loan (developer paid) - $245K
- Zions Parking Structure Loan (RDA paid) - $449K

FY2027 Tentative Budget Overview

Capital Projects Fund

Total Budget - $1,487,700

Sales Tax ($1.05M)	Use of Fund Balance	Interest Earned ($100K)	HB244 Funds ($500K)
Sidewalk, Curb, & Gutter Replacement - $241K	Midvale City Park Restrooms - $400K	Facility Maintenance - $42K	For previously budgeted projects
Pavement Management - $805K			

FY2027 Tentative Budget Overview

Enterprise Funds - Summary

Enterprise Funds Summary			
Fund	FY2027 Tentative Revenue	FY2027 Tentative Expenditures	Contribution To/Use of Fund
Water	$ 8,519,391	$ 8,369,001	$ 150,390
Sewer	$ 4,351,256	$ 4,112,160	$ 239,096
Storm Water	$ 2,324,490	$ 2,530,861	$ (206,371)
Sanitation	$ 1,612,625	$ 1,607,159	$ 5,466
Street Lighting	$ 434,263	$ 349,545	$ 84,718
Telecommunications	$ 1,039,216	$ 1,039,216	$ -

FY2027 Tentative Budget Overview

Enterprise Funds – Notable Changes

All Enterprise Funds
- City-Wide Personnel Changes: New Allocations, 3% COLA, 1% Merit, Market, Mid-Point, & Career Ladder Adjustments, Benefit Increases
- Operation Cost Updates
- No Rate Increases

Water
- 11.5% Increase from Jordan Valley Water Conservancy District - $205K
- Funds to update Water Master Plan - $120K

Sewer
- 3.5% Increase from South Valley Water Reclamation Facility - $46K
- Addition of Operation & Maintenance costs for Vac Station - $15K

Storm Water
- Addition of Camera Truck (per master plan) - $350K
- Addition of on-going capital outlay (per master plan) - $100K

Streetlighting
- Additional Funds for Equipment/Supplies/Maint. in anticipation of master plan - $59K

FY2027 Tentative Budget Overview

Internal Service Funds

Fleet Fund - $2,160,303

Notable Changes

- Operations & Capital Replacement Funded
- City-Wide Personnel Changes
- Vehicle & Equipment Replacement
  - Mechanical Lift
  - 2 Dump Trucks
  - Sr. Bus
  - Vac Truck
  - 1-Ton Truck
  - 4-Wheeler
- Vehicle Addition
  - Camera Truck

I.T. Fund - $397,586

Notable Changes

- Operations & Capital Replacement Split
- Capital Replacement Funding Paused
- City-Wide Personnel Changes
- Annual Replacements Funded with Fund Balance
- Removal of One-Time CD Software Funding
- No Server or Switch Replacement

FY2027 Tentative Budget Overview

Property Tax 101

- Property tax rates in Utah are revenue-driven, not rate-driven.
- Increases in property values do not automatically result in higher taxes.
- Changes in property values typically result in a shift in the tax burden among property owners.
- Property taxes do not include an automatic inflation adjustment.
- Primary residential properties receive a 45% exemption on taxable value.
- New growth or a Truth-in-Taxation process is required for a taxing entity to generate additional property tax revenue.

TRUTH-IN-TAXATION

Holds the amount of property taxes that an entity receives constant, regardless of changes to property values



FY2027 Tentative Budget Overview

Truth-in-Taxation Process

May

- Adopt Tentative Budget & Property Tax Impact Schedule
- Budget Officer statement of increase of property taxes
- Notify Salt Lake County & Tax Commission of proposed increase
- Council statement of intent to increase property taxes
- Notice public hearing on tentative budget

June

- Receive 2026 tax information, including updated valuations and certified tax rate
- Conduct public hearing on tentative budget
- Adopt proposed tax rate that includes increase
- Adopt interim budget that restricts revenue generated by property tax increase

July/August

- Various noticing requirements including valuation notices (S.L. County), public hearing notices, listing county-wide increase, etc.

FY2027 Tentative Budget Overview

Truth-in-Taxation Process - Continued

August

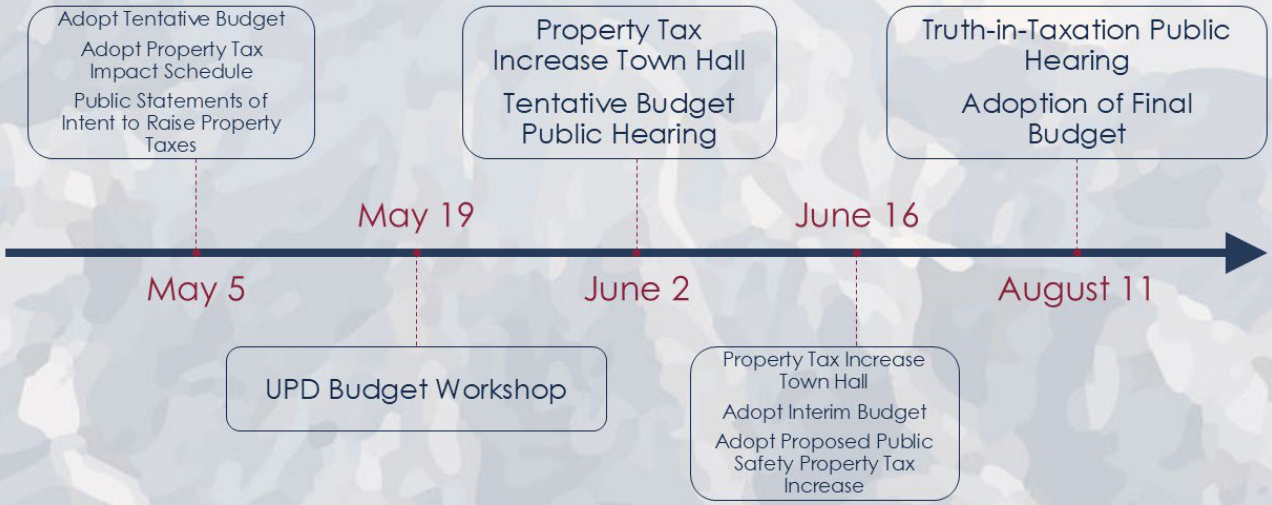
- Conduct truth-in-taxation hearing, allowing for virtual participation
- Adopt final budget
- Provide evidence of compliance to Utah State Tax Commission
- File budget with State Auditor

Other

- Property Tax Impact Statement will be included as a separate item on all agendas where the budget is discussed

FY2027 Tentative Budget Overview

Truth-in-Taxation Process - Midvale



FY2027 Tentative Budget Overview

Public Safety Special Revenue Fund

The Public Safety Special Revenue Fund was created in FY2026 to house all public safety related revenues & expenses.

FY 2027 Revenues

- Public Safety Property Tax – Tentative budget includes proposed increase
- State Homeless Mitigation Funding – Moving from GF as of FY27
- Interest Revenue – Delinquent taxes, new in FY27
- Motor Vehicle in Lieu Of – Related to property tax rate, new in FY27
- Transfer from General Fund

FY2027 Expenditures

- Animal Control Contract – Salt Lake County – 4.7% Increase
- Emergency Manager Contract – Unified Fire Authority – 5% Increase (Preliminary)
- Unified Police Department – 3.1% Increase (Preliminary)

FY2027 Tentative Budget Overview

Public Safety Special Revenue Fund

Public Safety Service Fund	Actual FY2024	Actual FY2025	Amended FY2026	Tentative FY2027	Difference	Percent Change
Revenues:						
Property Tax[1]	-	-	940,561	1,789,525	848,964	90.3%
State Homeless Initiative[2]	-	-	-	2,422,320	2,422,320	0.0%
Interest Revenue[1]	-	-	-	1,000	1,000	0.0%
Motor Vehicle in Lieu Of[1]	-	-	-	130,000	130,000	0.0%
Transfer From General Fund	-	-	13,714,975	10,748,122	(2,966,853)	-21.6%
TOTAL REVENUES	**-**	**-**	**14,655,536**	**15,090,967**	**435,431**	3.0%
Expenditures:						
Information Technology Equipment (Interfund)	1,488	2,113	1,837	-	(1,837)	-100.0%
Professional Services[3]	50,618	-	56,752	59,590	2,838	5.0%
Unified Police Department Contract[3]	11,351,484	11,951,605	14,150,127	14,588,781	438,654	3.1%
Animal Control Contract[3]	312,197	342,578	422,820	442,596	19,776	4.7%
Miscellaneous Supplies	-	19,340	24,000	-	(24,000)	-100.0%
Miscellaneous Services	74,514	-	-	-	-	0.0%
Total Operating	**11,790,301**	**12,315,636**	**14,655,536**	**15,090,967**	**435,431**	**3.0%**
TOTAL EXPENDITURES	**$ 11,790,301**	**$ 12,315,636**	**$ 14,655,536**	**$ 15,090,967**	**$ 435,431**	**3.0%**

FY2027 Tentative Budget Overview

Proposed Public Safety Property Tax Increase

Information based on TY2025 Information – Tentative/Estimated

Proposed New Public Safety Property Tax Revenue - $848,964

Public Safety Property Tax Rate TY2025 - .000249
Proposed Public Safety Property Tax Rate TY2026 - .000474

2025 Average Residential Property Value - $492,000
- Taxable Value - $270,600

Estimated Increase to Average Residential Property - $5.07 per month
Estimated Increase to Commercial Property - $9.22 per month

FY2027 Tentative Budget Overview

MOTION: Council Member Bonnie Billings MOVED to Adopt Resolution No. 2026-R-24 Adopting the FY2027 Midvale City Tentative Operating and Capital Budgets, Beginning July 1, 2026, and Ending June 30, 2027, and Establishing a Public Hearing. The motion was SECONDED by Council Member Paul

Glover. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote.

The voting was as follows:

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

The motion passed unanimously.

B. CONSIDER RESOLUTION NO. 2026-R-27 ADOPTING THE FY2027 MIDVALE CITY PROPERTY TAX IMPACT SCHEDULE

Mariah Hill said during the 2026 Utah Legislative Session, HB 236 – Truth-in-Taxation Amendments was enacted, making several changes to Utah Code §§ 59-2-919 and 59-2-924, which govern notice, disclosure, and public hearing requirements when a tentative budget includes a proposed property tax rate increase, including municipal property tax increases. These provisions are intended to promote transparency and ensure the public is provided clear information regarding the potential impacts of a proposed tax rate prior to final budget and tax rate adoption. Accordingly, the City is required to prepare and present a Property Tax Impact Schedule that illustrates the estimated effect of the proposed tax rate on typical residential and non-residential properties and present and make it available to the public separate from other budget documents.

The Property Tax Impact Schedule provides a standardized summary of the anticipated property tax impact associated with the proposed rate increase and is intended to promote transparency and public understanding prior to final budget and tax rate adoption. The schedule has been prepared in accordance with statutory requirements and will be presented at all meetings where the FY2027 budget is discussed.

Adoption of the Property Tax Impact Schedule does not finalize the property tax rate. Final consideration and adoption of the property tax rate will occur following the required public hearing and completion of all applicable notice and review periods.

FISCAL IMPACT:

Adoption of the Property Tax Impact Schedule itself does not have a direct fiscal impact. The schedule is a disclosure document that illustrates the estimated effect of a proposed property tax rate increase. Any actual fiscal impact will be determined by the final property tax rate adopted by the City Council as part of the final budget process.

MOTION: Council Member Bryant Brown MOVED to adopt Resolution No. 2026-R-27 Adopting the FY2027 Midvale City Property Tax Impact Schedule. The motion was SECONDED by Council Member Bonnie Billings. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote.

The voting was as follows:

Council Member Bonnie Billings Aye
Council Member Paul Glover Aye
Council Member Heidi Robinson Absent
Council Member Bryant Brown Aye
Council Member Denece Mikolash Aye
The motion passed unanimously.

C. CONSIDER RESOLUTION NO. 2026-R-25 ACKNOWLEDGING COMPLIANCE WITH TRUTH-IN TAXATION NOTICE AND DISCLOSURE REQUIREMENTS RELATED TO THE FISCAL YEAR 2026-2027 TENTATIVE BUDGET

Mariah Hill said during the 2026 Utah Legislative Session, HB 236 – Truth-in-Taxation Amendments was enacted, making several changes to Utah Code § 59-2-919 and 59-2-924, which govern notice, disclosure, and public hearing requirements when a tentative budget includes a proposed property tax rate increase, including municipal property tax increases. These provisions are intended to promote transparency and ensure the public is provided clear information regarding the potential impacts of a proposed tax rate prior to final budget and tax rate adoption.

Earlier in the agenda of the May 5, 2026, public meeting, the City Council will consider items related to the Fiscal Year 2026–2027 tentative budget. These items include three separate agenda entries: notice to the public of the Budget Officer's intent to state that the tentative budget includes a proposed property tax rate increase; the Budget Officer's formal statement to the City Council regarding the proposed property tax rate increase; and presentation of a Property Tax Impact Schedule prepared in accordance with state law. The City Council will consider and may adopt the Property Tax Impact Schedule at that time.

With the adoption of the Property Tax Impact Schedule, this resolution will serve to formally acknowledge that the City has complied with the applicable Truth-in-Taxation notice and disclosure requirements associated with the proposed property tax rate increase included in the Fiscal Year 2026–2027 tentative budget up to this point in the process. The resolution does not authorize or finalize a property tax rate increase but documents compliance with statutory requirements and clarifies ongoing public access and presentation expectations.

FISCAL IMPACT:
The resolution does not authorize or finalize a property tax rate increase and has no direct fiscal impact. It serves solely to acknowledge compliance with Truth-in-Taxation requirements and to direct continued public access to the Property Tax Impact Schedule. Any fiscal impacts related to property taxes will be determined through the separate public hearing process and final budget and tax rate adoption.

MOTION: Council Member Denece Mikolash MOVED to adopt Resolution No. 2026-R-25 Acknowledging Compliance with Truth-in- Taxation Notice and Disclosure Requirements Related to the Fiscal Year 2026-2027 Tentative Budget. The motion was SECONDED by Council Member Paul Glover. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote.

The voting was as follows:

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

The motion passed unanimously.

D. CONSIDER RESOLUTION NO. 2026-R-26 STATING THE CITY COUNCIL'S INTENT TO CONSIDER A TAX RATE THAT EXCEEDS THE CERTIFIED TAX RATE FOR THE PUBLIC SAFETY PROPERTY TAX AND ESTABLISHING A TRUTH-IN-TAXATION PUBLIC HEARING

Mariah Hill said during the 2026 Utah Legislative Session, HB 236 – Truth-in-Taxation Amendments was enacted, making several changes to Utah Code §§ 59-2-919 and 59-2-924, which govern notice, disclosure, and public hearing requirements when a tentative budget includes a proposed property tax rate increase, including municipal property tax increases. These provisions are intended to promote transparency and ensure the public is provided clear information regarding the potential impacts of a proposed tax rate prior to final budget and tax rate adoption.

As part of the Fiscal Year 2026–2027 budget process, the City is proposing a public safety property tax rate increase. In the FY2026-2027 tentative budget, the proposed increase is estimated to generate approximately $848,964 in additional ad valorem public safety property tax revenue, representing an approximate 90.23% increase in ad valorem public safety property tax revenue based on the proposed tax rate.

The public safety property tax was put into place in FY2026 and is currently generating $940,561 in revenue. All revenue generated by the public safety property tax must be used for public safety. The sole purpose of the proposed public safety property tax rate increase is to maintain existing levels of service, in light of increased contractual costs, with the City's public safety service providers. These services include policing provided by the Unified Police Department, emergency management provided by the Unified Fire Authority, and animal control services provided by Salt Lake County.

This resolution does not adopt a final tax rate. Rather, it serves as a formal statement of intent under state law and establishes a public hearing at which members of the public may provide comment on the proposed increase.

The resolution establishes a public hearing to be held on August 11, 2026, at 6:00 p.m., at Midvale City Hall, consistent with statutory requirements.

FISCAL IMPACT:

The resolution does not authorize or finalize a property tax rate increase and has no direct fiscal impact. It serves solely to acknowledge compliance with Truth-in-Taxation requirements and to direct continued public access to the Property Tax Impact Schedule. Any fiscal impacts related

PENDING

to property taxes will be determined through the separate public hearing process and final budget and tax rate adoption.

MOTION: Council Member Denece Mikolash MOVED to adopt Resolution No. 2026-R-26 Stating the City Council's intent to consider a tax rate that exceeds the Certified Tax Rate for the Public Safety Property Tax and establishing a Truth-in-Taxation Public Hearing. 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 Bonnie Billings	**Aye**
Council Member Paul Glover	**Aye**
Council Member Heidi Robinson	**Absent**
Council Member Bryant Brown	**Aye**
Council Member Denece Mikolash	**Aye**

The motion passed unanimously.

IX. ADJOURN

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

The meeting adjourned at 8:09 p.m.

_____

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

Approved this 19th day of May 2026.

PENDING

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: May 19, 2026

SUBJECT: Consideration of Resolution No. 2026-R-28 Confirming the Mayoral Appointment of Jerimie Thorne as the Public Works Director for Midvale City.

SUBMITTED BY: Dustin Gettel, Mayor

SUMMARY:

I have appointed Jerimie Thorne to the position of Public Works Director. As required under Midvale City Ordinance, I am submitting Jerimie's appointment to the City Council for advice and consent.

Jerimie brings over 18 years of public works experience, including nearly five years with Midvale City's Public Works Department. Prior to assuming his role with Midvale City, Jerimie was employed by South Jordan City for 13 years. During that time he held the positions of Engineering Inspector, UPDES Program Coordinator, Stormwater and Sanitation Divisions Manager, and Associate Director of Public Works. In these roles, he supported the operations and effectiveness of their Public Works Department. His work included oversight of various divisions, coordination of capital improvement projects, and budget planning. He also assisted in developing and implementing asset management plans and supported continuous improvement efforts by evaluating operations and implementing strategic enhancements.

In 2021, Jerimie was selected as Midvale's Public Works Deputy Director, where he has overseen the Public Utilities Superintendent, Streets and Stormwater Manager, Water and Sewer Manager, Fleet and Facilities Manager, Parks and Cemetery Manager, and Operations Support Staff. He has demonstrated exceptional dedication and forward-thinking leadership through the many successful projects he has overseen. These include implementing the asset management and work order software, leading the sign replacement program, updating cemetery policies and procedures, and driving positive improvements in the maintenance and appearance of the cemetery grounds.

Throughout his time with Midvale City, Jerimie has consistently shown himself to be a strategic, innovative, and dedicated leader. He brings extensive experience managing complex projects across diverse political and operational environments, along with a proven ability to navigate challenges thoughtfully and collaboratively. Most importantly, he has demonstrated a steadfast commitment to acting in the best interest of Midvale City. For these reasons, I am pleased to appoint Jerimie to the position of Public Works Director.

Under Midvale City Ordinance, appointees must receive the consent of the City Council prior to filling their new role. The Council is being asked to suspend the rules in order to take timely action in the appointment of Jerimie Thorne as Public Works Director.

As the current Public Works Director Glen Kennedy will remain in the role until retiring on June 11, Jerimie Thorne's appointment will become effective on that date. Director-level compensation will begin following approval of this resolution, in accordance with standard procedure.

Jerimie will be available at the City Council Meeting to answer questions as part of the advice and consent process.

RECOMMENDED MOTION:

I move that we suspend the rules and approve resolution 2026-R-28 confirming the Mayoral Appointment of Jerimie Thorne as the Public Works Director of Midvale City.

Attachments:

Resolution 2026-R-28

MIDVALE CITY, UTAH
RESOLUTION NO. 2026-R-28

A RESOLUTION CONFIRMING THE MAYORAL APPOINTMENT OF JERIMIE THORNE AS THE PUBLIC WORKS DIRECTOR OF MIDVALE CITY

WHEREAS, Mayor Dustin Gettel is authorized to appoint, with the advice and consent of the City Council, a qualified person to serve as the Public Works Director; and

WHEREAS, Mayor Dustin Gettel has determined that Jerimie Thorne has the qualifications and experience to serve as the Public Works Director; and

WHEREAS, Mayor Dustin Gettel desires to appoint Jerimie Thorne to the position of Public Works Director; and

WHEREAS, Mayor Dustin Gettel has sought the advice and consent of the City Council concerning such appointment; and

WHEREAS, the City Council desires to consent to this appointment.

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

Section 1. The City Council hereby consents to the appointment of Jerimie Thorne as Public Works Director of Midvale City.

Section 2. This appointment shall take effect on June 11th with director-level compensation commencing immediately.

APPROVED AND ADOPTED this 19th day of May 2026.

Midvale City

By:_____
Dustin Gettel, Mayor

[SEAL]

VOTING:

Bonnie Billings	Yea ____	Nay ____
Paul Glover	Yea ____	Nay ____
Heidi Robinson	Yea ____	Nay ____
Bryant Brown	Yea ____	Nay ____
Denece Mikolash	Yea ____	Nay ____

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

MIDVALE CITY COUNCIL
SUMMARY REPORT

May 19th, 2026

SUBJECT: CONSIDER APPROVAL OF RESOLUTION ACCEPTING A SPECIAL WARRANTY DEED FOR 705 W. IVY DRIVE, MIDVALE, FROM THE REDEVELOPMENT AGENCY OF MIDVALE CITY.

SUBMITTED BY: Levi McNeill, Fleet/Facilities Manager

SUMMARY: Midvale City is currently planning for the future expansion of the existing Public Works facility located at 8196 S. Main Street. The current Public Works facility has reached operational capacity, and additional property is necessary to support the City's growing infrastructure and service demands.

Midvale City provides numerous essential public services including streets, sidewalks, parks, culinary water, sewer, storm drainage, street lighting, and related municipal operations. As the City continues to grow, maintaining current service levels for residents and businesses will require additional operational space and infrastructure capacity.

To support future expansion efforts, Midvale City has already acquired adjacent properties located at 8170 and 8172 S. Main Street. The property located at 705 W. Ivy property, currently owned by the Redevelopment Agency of Midvale City (RDA), is strategically important to the overall Public Works expansion project. The parcel will assist with site layout, circulation, parking, and long-term operational functionality for the expanded facility.

The RDA originally acquired the property to support development within the Jordan Bluffs Project Area and has determined that conveying the property to Midvale City will further support municipal infrastructure and public service needs benefiting current and future residents and businesses within the Jordan Bluffs and Midvale Main Street Project Areas.

The RDA seeks to convey the property to the city by special warranty deed. The city council is being asked to consider approving the transaction.

ATTACHMENTS:

Resolution No. 2026-R-31
Special Warranty Deed
Map of Parcel to be Conveyed

MIDVALE CITY, UTAH
RESOLUTION NO. 2026-R-31

A RESOLUTION ACCEPTING A SPECIAL WARRANTY DEED FOR 705 W. IVY DRIVE, MIDVALE, FROM THE REDEVELOPMENT AGENCY OF MIDVALE CITY.

WHEREAS, the City Council is authorized under Utah Code Ann. § 10-8-2(1) to "receive […] real and personal property for the benefit of the municipality"; and

WHEREAS, the City is authorized under Utah Code Ann. § 10-8-2(1)(b) to "furnish all necessary local public services within the municipality" and to "purchase, hire, construct, own, maintain and operate, or lease public utilities located and operating within and operated by the municipality"; and

WHEREAS, the City, as authorized under Chapter 8 of Title 10 of the Utah Code Ann., provides numerous public utilities and services to its residents and businesses including a cemetery, streets, sidewalks, parks, culinary water, sewer, storm drains, and street lighting, amongst others; and

WHEREAS, the City is authorized under Utah Code Ann. § 10-8-5 to "erect all needful buildings for the use of the city, and provide for their care"; and

WHEREAS, the City's existing Public Works facility located at 8196 S. Main Street, Midvale, has reached its maximum capacity to maintain service levels for the City for the above-listed public utilities and services; and

WHEREAS, as the City continues to grow, the City Council desires to maintain existing service levels for its current and future residents and businesses; and

WHEREAS, the City Council desires to increase the capacity of the Public Works facility and has purchased property at 8170 and 8172 S. Main Street, Midvale, in order to expand the Public Works facility and its capacity to provide public utilities and services; and

WHEREAS, the Redevelopment Agency of Midvale City has acquired the property at 705 W. Ivy Drive, Midvale, for the purpose of supporting the development of the Jordan Bluffs Project Area; and

WHEREAS, the Redevelopment Agency of Midvale City is authorized by Utah Code Ann. § 17C-1-202(1)(d) to "hold, sell, convey, grant, gift, or otherwise dispose of any interest in real or personal property"; and

WHEREAS, the Redevelopment Agency of Midvale City desires to gift the property at 705 W. Ivy Drive, Midvale, to Midvale City to contribute to the expansion of the Public Works facility and the City's provision of public utilities and services that will benefit the current and future residents and businesses within the Jordan Bluffs and Midvale Main Street Project Area; and

WHEREAS, Midvale City is authorized by Utah Code Ann. § 17C-1-207(1)(b) "for less than fair market value or for no consideration" to "purchase or otherwise acquire property from [a redevelopment] agency" after 15 days' public notice; and

WHEREAS, the City Council desires to accept the property at 705 W. Ivy Drive, Midvale, for no consideration from the Redevelopment Agency of Midvale City to further expand its Public Works

facility and its capacity to provide public utilizes and services to the current and future residents of Midvale City, including those within the Jordan Bluffs and Midvale Main Street Project Areas; and

WHEREAS, Midvale City, in accordance with Utah Code Ann. § 17C-1-207(3), has provided public notice of the anticipated conveyance of 705 W. Ivy Drive, Midvale, from the Redevelopment Agency of Midvale City to Midvale City as a class A notice for at least 15 days.

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

1. The Midvale City Council authorizes the Mayor to accept the Special Warranty Deed for 705 W. Ivy Drive, Midvale, attached as Exhibit A, on behalf of Midvale City and to execute the included Public Entity Affidavit.

2. The Midvale City Council authorizes Midvale City staff, upon execution of the Special Warranty Deed by the Redevelopment Agency of Midvale City and the Public Entity Affidavit by the Mayor, to record the Special Warranty Deed with the Salt Lake County Recorder's Office.

3. The Midvale City Council authorizes the Mayor and Midvale City staff to take any other necessary steps to facilitate the conveyance of 705 W. Ivy Drive, Midvale, from the Redevelopment Agency of Midvale City to Midvale City.

APPROVED AND ADOPTED this 19th day of May, 2026.

_____
Dustin Gettel, Mayor

ATTEST:

_____
Rori L. Andreason, City Recorder

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

WHEN RECORDED, MAIL TO:
Midvale City Recorder
Midvale City
7505 S Holden Street
Midvale, UT 84047

SPECIAL WARRANTY DEED

The Redevelopment Agency of Midvale City, Grantor, with its principal office at 7505 S. Holden Street, Midvale, UT 84047, hereby conveys and warrants against all who claim by, through, or under the Grantor to Midvale City, Grantee, with its principal office at 7505 S. Holden Street, Midvale, UT 84047, for the sum of Ten dollars ($10.00), and other good and valuable consideration, the following described parcel of land in Salt Lake County, State of Utah, to wit:

PORTION OF LOT 204A OF JORDAN BLUFFS LOT 2 AMENDED SUBDIVISION

BEGINNING AT THE NORTHEAST CORNER OF LOT 204A OF JORDAN BLUFF 2ND AMENDED SUBDIVISION, RECORDED JANUARY 18, 2022 AS ENTRY NO. 13871265 IN BOOK 2022P AT PAGE 30, SAID POINT BEING SOUTH 00°12'34" WEST 2,173.27 FEET ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING

THENCE ALONG THE BOUNDARY OF SAID LOT 204A THE FOLLOWING TWO (2) COURSES:
(1) SOUTH 00°12'34" WEST 8.56 FEET ALONG THE SECTION LINE;
(2) SOUTH 77°21'33" WEST 407.54 FEET;
THENCE NORTH 22°34'34" WEST 71.68 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF IVY DRIVE;
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:
(1) NORTH 84°04'18" EAST 217.54 FEET;
(2) NORTHEASTERLY 29.99 FEET ALONG THE ARC OF A 464.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 05°55'42" EAST AND THE CHORD BEARS NORTH 85°55'23" EAST 29.98 FEET WITH A CENTRAL ANGLE OF 03°42'10");
(3) NORTH 87°46'28" EAST 179.06 FEET TO THE POINT OF BEGINNING.

CONTAINS 17,660 SQUARE FEET OR 0.405 ACRES

Tax ID No. 21-35-277-041-0000

[Signatures on following page]

IN WITNESS WHEREOF, said the Redevelopment Agency of Midvale City has caused this Special Warranty Deed to be executed by its proper officers thereunto duly authorized, this _____ day of May, 2026.

_____
Dustin Gettel
Chief Administrative Officer

STATE OF UTAH)
§
COUNTY OF SALT LAKE)

On _____, personally appeared before me, Dustin Gettel, whose identity is personally known to me and who by me duly sworn, did say that he is the Chief Administrative Officer of the Redevelopment Agency of Midvale City, a political subdivision of the State of Utah, and that said document was signed by him on behalf of the Redevelopment Agency of Midvale City by Authority of Resolution of its Board of Directors, and said Dustin Gettel acknowledged to me that the Redevelopment Agency of Midvale City executed the same.

Witness my hand and official seal.

_____
Notary Public

PUBLIC ENTITY AFFIDAVIT

I, Dustin Gettel, being of legal age and authorized by Midvale City, a Utah municipal corporation and hereafter "public entity," being first duly sworn, depose and state as follows:

Midvale City consents to the conveyance of real property by deed from the Redevelopment Agency of Midvale City. By signing this Public Entity Affidavit, the public entity accepts the ownership of the real property described in Special Warranty Deed to which this affidavit is attached. The public entity does not guarantee or provide an opinion as to the proper form or validity of any conveyance document related to the real property interest described in the Special Warranty Deed.

This Public Entity Affidavit is only intended to evidence that the public entity, Midvale City, consents to the Redevelopment Agency of Midvale City conveying the real property described in the Special Warranty Deed to the public entity.

I do solemnly swear (or affirm) under penalties of perjury that the statements in this document are true to the best of my knowledge:

_____

Dustin Gettel
Mayor

STATE OF UTAH)
§
COUNTY OF SALT LAKE)

On _____, personally appeared before me, Dustin Gettel, whose identity is personally known to me and who by me duly sworn, did say that he is the Mayor of Midvale City, a Utah municipal corporation and political subdivision of the State of Utah, and that said document was signed by him on behalf of Midvale City by Authority of Resolution of its City Council, and said Dustin Gettel acknowledged to me that Midvale City executed the same.

Witness my hand and official seal.

_____

Notary Public

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MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: May 19, 2026

SUBJECT: Approving a Funding Agreement between Midvale City and United Way of Salt Lake for Community Block Party Funds

Prepared By: Vanessa Guevara, Midvale City Youth Violence Prevention Coordinator

SUMMARY

Approval of a Funding Agreement between Midvale City and United Way of Salt Lake (UWSL) for receipt and use of $3,500 in Block Party Funds to support a community block party event.

BACKGROUND

United Way of Salt Lake has offered Midvale City a one-time grant in the amount of $3,500 to support a community block party event aligned with the values of Promise Partnership Utah.

The purpose of the funding is to plan and host a community event that brings residents together to share, celebrate, and engage with community initiatives.

The agreement defines the roles, responsibilities, and requirements associated with the use of the funds and ensures accountability and compliance with program objectives.

COMMUNITY PURPOSE AND CITY ALIGNMENT

This initiative aligns with Uplift Midvale's Risk and Protective Factors framework specifically:

- Neighborhood Attachment: Enhancing sense of belonging and commitment to community through public art
- Opportunities for Prosocial Involvement: Engaging residents in a positive collaborative activity

The project supports broader City goals related to community building, placemaking, and civic engagement

REQUIREMENT OF AWARD

TERMS OF AGREEMENT

Term:

- Effective: May 19, 2026
- Expiration: June 30, 2026
- Either party may terminate with 60 days written notice
- USWL may terminate this agreement if the Partner fails to meet requirements

Funding:

- One-time grant of $3,500 provided by UWSL
- Funds disbursed electronically in a single payment
- Funds must be fully expended within the agreement term
- Funds cannot be used for reserves or purposes outside the approved scope

SCOPE OF WORK

Midvale City agrees to:

- Plan and execute a community block party event
- Promote community engagement consistent with Promise Partnership Utah goals

Pre-Event Requirements:

- Develop and submit an event plan outlining:
    - Use of funds
    - How event objectives will be achieved
- Submit plan at least two weeks prior to the event

Post-Event Requirements:

- Provide a report summarizing:
    - Attendance
    - Community impact
    - Use of funds
    - Event successes and challenges

ADDITIONAL REQUIREMENTS

- Coordinate communication with UWSL and Promise Partnership Utah
- Collaboration with community partners strengthening partnerships
- Requires compliance with federal regulations and non-discrimination policies

EVENT DETAILS

- Estimated Event Date: June 12-June 13, 2026

- Purpose: Community gathering to share, celebrate and promote local initiatives and partnerships

FINANCIAL IMPACT

- Award: $3,500
- Cost: Est. $12,500
- Uplift Coalition Fund Impact: $9,000
- General Fund Impact: None

STAFF RECOMMENDATION AND ACTION

I move that we suspend the rules, and approve Resolution No. 2026-R-30 approving the Funding Agreement between Midvale City and United Way of Salt Lake and authorize City staff to accept and expend the $3,500 Block Party Funds in accordance with the agreement requirements.

Attachment: **Proposed Resolution and Funding Agreement – United Way of Salt Lake Block Party Funds**

MIDVALE CITY, UTAH
RESOLUTION NO. 2026-R-30

A RESOLUTION APPROVING A FUNDING AGREEMENT BETWEEN MIDVALE CITY AND UNITED WAY OF SALT LAKE FOR COMMUNITY BLOCK PARTY FUNDS

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

WHEREAS, United Way through Promise Partnership is a valued partner of Uplift Midvale, a City; and

WHEREAS, the City seeks to promote community engagement and strengthen neighborhood connections through community events; and

WHEREAS, United Way of Salt Lake ("UWSL") has offered the City a one-time grant in the amount of $3,500 ("Block Party Funds") to support a community block party event; and

WHEREAS, the purpose of the Block Party Funds is to assist Midvale City in planning and hosting a community event to bring residents together to share and celebrate community initiatives consistent with the values of Promise Partnership Utah; and

WHEREAS, the Funding Agreement establishes the responsibilities of Midvale City, including requirements to develop an event plan, conduct the event, and provide post-event reporting documenting attendance, outcomes, and use of funds; and

WHEREAS, the Funding Agreement provides that the grant funds must be used solely for the purposes outlined in the agreement, fully expended by June 30, 2026, and may not be used for reserves or other unrelated purposes;

WHEREAS, the term of the Funding Agreement begins on April 24, 2026, and expires on June 30, 2026, unless terminated earlier in accordance with its terms;

WHEREAS, Midvale City desires to accept the Block Party Funds and enter into the Funding Agreement with UWSL to facilitate a community block party event; and

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

Section 1.

The Funding Agreement between Midvale City and United Way of Salt Lake for Block Party Funds is hereby approved.

Section 2.

Midvale City is authorized to accept the $3,500 grant and utilize the funds in accordance with the terms and conditions set forth in the Agreement.

Section 3.

The Mayor is hereby authorized to execute the Funding Agreement and any related documents necessary to carry out the intent of this Resolution.

Section 4.

City staff are authorized and directed to administer the funds, organize the community block party event, and fulfill all reporting and compliance requirements outlined in the Agreement.

Section 5.

The Resolution shall take effect immediately upon adoption

APPROVED AND ADOPTED this 19th day of May 2026.

_____

Dustin Gettel, Mayor

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

ATTEST:

_____

Rori L. Andreason, MMC

City Recorder

Funding Agreement | Block Party Funds

This Funding Agreement ("Agreement") is by and between the following parties:

United Way of Salt Lake ("UWSL")

&

Midvale City ("Partner")

SUMMARY

This Agreement is established between UWSL and the Partner to formalize a one-time grant amount of $3,500 ("Block Party Funds"), purposed expressly for the Partner's use of Block Party Funds: to prepare and run a Community Block Party for the Midvale community, as specified in the Block Party Scope of Work section.

This Agreement outlines the terms, conditions, and mutual responsibilities related to the one-time disbursement of Block Party Funds and use of these funds to support a community event aligned with the values of Promise Partnership Utah.

TERM

- This Agreement is effective as of 5/19/2026 and shall expire on 06/30/2026 ("Term").
- Either party may terminate this Agreement with 60 days' written notice.
- UWSL may terminate this Agreement if the Partner fails to meet requirements.

FUNDING AMOUNT & DISBURSEMENT

- UWSL shall provide a one-time grant payment of $3,500 to the Partner.
- Funds will be disbursed electronically in a single payment to the Partner.

- Disbursement of funds is contingent upon the Partner submitting the following documentation:
    - Appendix A item “Financial Information” once filled entirely,
    - Most recent W9 documentation,
    - Most recent EFT/ACH documentation, and
    - Appendix B item “Anti-terrorism Form” once signed.
- Funds must be fully expended by the end of the Term and cannot be used for reserves or fund balances.
- Funds must be used solely for the purposes outlined in the Scope of Work and in compliance with applicable laws and regulations.
- Any misuse or failure to comply may result in termination of the Agreement and/or repayment of funds.
- This grant is non-renewable and does not imply future funding commitments from UWSL

SCOPE OF WORK

1. **Event Purpose:** The Block Party event is intended as a time for gathering communities to share and celebrate their Promise Partnership Utah work. This could be through a new event or tied to an existing upcoming community celebration.
2. **Inclusion of PPC Members:** the Partner is encouraged to engage relevant Promise Partnership Utah Community Council (“PPC”) members to ensure the event reflects community priorities.
3. **Plan Submission:** Before the event occurs, the Partner must create a concise plan (“Plan”) equal to or less than 1000 words on how and when Funds will be used.
    1. The Plan must include how the two objectives outlined in the Event Purpose statement will be achieved using the Block Party Funds.

2. The Plan should be shared with the Promise Partnership Utah backbone staff member the Partner has been communicating with on this proposal at least 2 weeks prior to the event.
3. The Plan should include a contingency sequence for protocol in case of event cancellation, postponement, or other unexpected interaction.

4. **Post-Event Reporting:** the Partner agrees to measure and collect data for sharing a post-event report that summarizes the impact of the event, general expenditures of funds, and overall experience from facilitating the event, including:
    i. Approximate number of attendees, including attendance data sources if available,
    ii. Impact made in the Partner community, including any qualitative or quantitative data measured,
    iii. Any highlights, successes, or wins during or as a result of the event,
    iv. Any challenges or opportunities for improvement for the event, use of support funds, partnership of involved Parties, application process, or ideas for innovation.
5. **Communication:** the Partner agrees to communicate this and any other relevant information, including any plans to invite Promise Partnership Utah backbone staff support and relevant PPC members to the event.
6. **Marketing, Branding, and Communications:** By signing this Agreement, the Partner agrees to all the following:
    1. Incorporate Promise Partnership Utah's prepared branding toolkit, including branding guidelines, digital assets, and social media toolkit, into the event.
    2. Commit to partnering with Promise Partnership Utah backbone staff to take event photos, write blog posts, and feature the event in other ways.

TERMS & CONDITIONS

1. The Partner must maintain a non-discrimination policy and comply with applicable federal regulations.
2. Funds must be used in compliance with the USA Patriot Act and other relevant laws.
3. Partner is a governmental entity that is subject to Utah's Government and Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 to 901. Any documents provided by UWSL may be subject to public access. If UWSL believes that a document should be protected under Utah Code Ann. §§ 63G-2-305(1) or (2), UWSL must provide a written claim of business confidentiality to the Partner that complies with Utah Code Ann. § 63G-2-309(1).
4. The provision of Block Party Funds and consequential resources during the Term is contingent on:
    a. The Partner's performance of its obligations under this Agreement, including but not limited to clauses in the Scope of Work,
    b. UWSL's confirmation of available funds at the time of execution, and
    c. The Partner's signing of this Agreement within 3 business days of receiving it.
5. This Agreement is binding, and any amendments must be made in writing and signed by both parties.
6. The Agreement shall be governed by the laws of the State of Utah.
7. Both parties waive the right to a jury trial and agree to cover attorneys' fees if legal action arises.
8. Electronic signatures are valid and enforceable.
9. Each party acts as an independent contractor and shall indemnify the other against claims arising from breach or misconduct.
10. Force majeure events may excuse performance obligations.

IN WITNESS WHEREOF, by signing below, as organization representatives, I acknowledge and agree to all the terms and conditions set forth herein and cause this Agreement to be executed between UWSL and the Partner.

Bill Crim	
President & CEO	
United Way of Salt Lake	**Midvale City**

Appendix A:

Promise Community Block Party Application (Filled)

Are you a nonprofit, school/district, or city government that can receive and track funds?:

Yes

Does your organization commit to all of the Eligibility Requirements (explained in detail in form description and in summary in question description) on contingency of application reviewing and potential to receive Community Block Party funds?:

Yes

Event Plan Summary:

Event Overview

Para promover el mensaje de prevención de Parents Empowered, lanzaremos un comunicado de prensa bilingüe para periódicos y emisoras de radio locales, realizaremos una campaña en redes sociales para reclutar voluntarios y colaboraremos con medios de comunicación para compartir los datos y las historias de la comunidad que respaldan el proyecto. Entre nuestros socios se encuentran el Distrito Escolar de Canyons, la Ciudad de Midvale, Copperview Rec y Promise Partnership.

Estimated date of event:

June 8, 2026

Funding Amount Request:

3500

Is the person filling out this form the point of contact for this event (the person who should be contacted about funding, reporting, etc.):

No

Who else should be contacted?:

Vanessa Guevara

_____

This task was submitted through

Promise Partnership Community Block Party Support Application

MIDVALE CITY COUNCIL SUMMARY REPORT

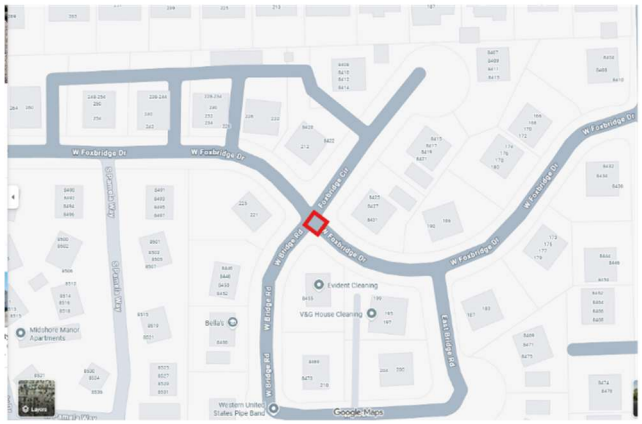
Meeting Date: May 19, 2026

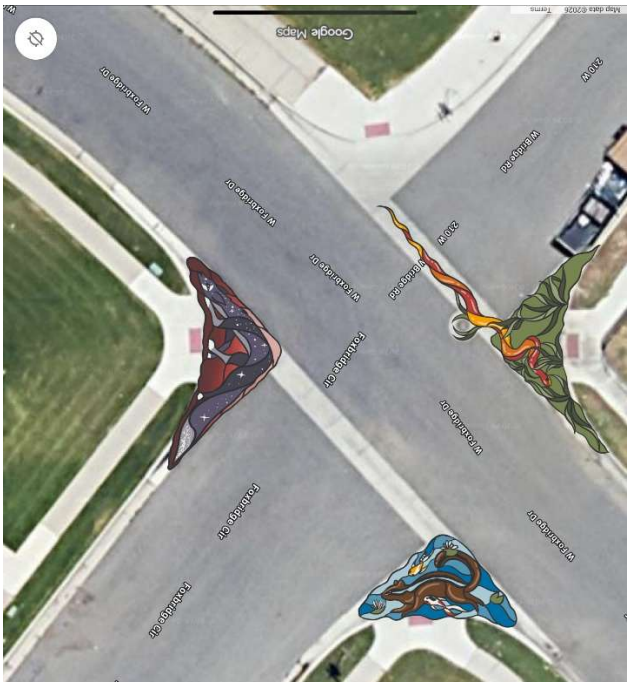
SUBJECT: APPROVING THE ARTIST AGREEMENT WITH JAYCIE BAIRD, AND AUTHORIZING THE USE OF PUBLIC PROPERTY AND ROADWAY AT IDENTIFIED INTERSECTION

Prepared By: Vanessa Guevara, Midvale City Youth Violence Prevention Coordinator

PURPOSE

The purpose of this memorandum is to (1) request City Council approval to adopt an Artist Agreement for a community street mural project, and (2) formally request permission and provide notification of the temporary use of public property and streets for the installation of the mural.





PROJECT OVERVIEW

Midvale City proposes to partner with local artist Jaycie Baird to design and install a community street mural at the intersection of Foxbridge Circle, Foxbridge Drive, and Bridge Road. The mural will be painted directly onto the public roadway and will serve as a community engagement event in coordination with the United Way and Midvale City Block Party Agreement.

The total artist cost is estimated at $5,000, inclusive of design and installation of the street mural.

COMMUNITY PURPOSE AND ALIGNMENT

This initiative is designed to promote community connection, beautification, and resident participation. It directly aligns with Uplift Midvale's Risk and Protective Factors framework, including:

- Neighborhood Attachment: Strengthening community identity and pride through placemaking
- Opportunities for Prosocial Involvement: Providing residents with a collaborative, positive community activity

This event will engage residents of all ages and contribute to Midvale's broader goals of fostering safe, vibrant, and connected neighborhoods.

KEY TERMS OF ARTIST AGREEMENT

The proposed agreement includes the following provisions:

- **Scope of Work:** Designer will complete one street mural, including design consultation, initial concepts, one round of revisions, and final installation
- **Location:** Public roadway at Foxbridge Circle / Foxbridge Drive / Bridge Road intersection
- **Compensation:** Total artist cost is $5,000, with payment structured as a deposit and final payment upon completion
- **Ownership:** Upon completion, Midvale City will retain sole ownership of the mural and associated intellectual property rights
- **Durability & Risk Acknowledgement:** Both parties acknowledge increased wear due to the mural's placement within a public street and exposure to traffic and weather
- **Maintenance:** The City retains discretion and fiscal responsibility over maintenance, repair, removal, or replacement of the mural with Designer first opportunity to repair within 10 days
- **Insurance & Liability:** The Designer must maintain required liability insurance and indemnify the City against claims arising from the project

USE OF THE PUBIC PROPERTY

The project will require temporary use of public streets and right-of-way. Appropriate safety measures that include traffic control, signage and coordination with Public Works of Midvale City and Utah Barricade, to will be implemented to ensure public safety during the event.

STAFF RECOMMENDATION AND ACTION:

I move that we suspend the rules, and approve Resolution No. 2026-R-29, approving the adoption of the Artist Agreement with Jaycie Baird, AND Authorizing the use of public property and roadway at the identified intersection

Attachments: **Proposed Resolution and Artist Agreement**

MIDVALE CITY, UTAH
RESOLUTION NO. 2026-R-29

A RESOLUTION APPROVING THE ADOPTION OF THE ARTIST AGREEEMENT WITH ARTIST JAYCIE BAIRD, AND AUTHORIZING THE USE OF PUBLIC PROPERTY AND ROADWAY AT IDENTIFIED INTERSECTION

WHEREAS, Midvale City (the "City") is a body corporate and politic of the State of Utah and is the owner of certain public property, including the public roadway and intersection located at Foxbridge Circle, Foxbridge Drive, and Bridge Road; and

WHEREAS, the intersection of Foxbridge Circle, Foxbridge Drive, and Bridge Road is identified as public property under the jurisdiction and control of Midvale City; and

WHEREAS, Jaycie Baird is an independent artist engaged to design and implement a street mural to be applied directly onto the identified public roadway; and

WHEREAS, Midvale City established the Uplift Midvale community coalition to support efforts aimed at reducing youth violence and strengthening community outcomes through coordinated public health, public safety, and community engagement strategies; and

WHEREAS, the City and its partners desire to utilize available funding, including grant-supported resources, to implement a community engagement event involving the creation of a street mural in coordination with the United Way and Midvale City Block Party Agreement; and

WHEREAS, the proposed community street mural project is intended to beautify public space, foster civic pride, and promote resident participation, consistent with Uplift Midvale's Risk and Protective Factors framework; and

WHEREAS, strengthening neighborhood attachment is a risk factor identified by Uplift Midvale; and

WHEREAS, increasing opportunities for prosocial involvement is a protective factor identified by Uplift Midvale; and

WHEREAS, the City desires to enter into an Artist Agreement with Jaycie Baird for the design and installation of the street mural for a total project cost not to exceed $5,000; and

WHEREAS, the proposed agreement provides that the City will retain ownership of the completed mural and establishes terms related to scope of work, compensation, liability, maintenance, and use of public space; and [1]

WHEREAS, the implementation of the mural will require the temporary use of public property and roadway, including potential street closures or traffic control measures to ensure public safety during the community event; and

WHEREAS, the City Council has reviewed the proposed Artist Agreement and finds that the terms and conditions are acceptable and in the best interest of Midvale City and its residents.

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

Section 1.

The City Council hereby approves the Artist Agreement between Midvale City and Jaycie Baird for the design and installation of a community street mural at the identified intersection.

Section 2.

The City Council hereby authorizes the temporary use of public property and roadway at the intersection of Foxbridge Circle, Foxbridge Drive, and Bridge Road for the purpose of designing, installing, and completing the community street mural, including any necessary street closures and safety measures.

Section 3.

The City Council authorizes project funding in an amount not to exceed $5,000 for completion of the mural, including design, materials, and installation.

Section 4.

The City Council acknowledges that the mural project will be conducted as a community engagement event, aligned with the United Way and Midvale City Block Party partnership, and supporting Uplift Midvale goals.

Section 5.

The Resolution shall take effect immediately upon adoption

APPROVED AND ADOPTED this 19th day of May 2026.

Dustin Gettel, Mayor

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

ATTEST:

_____

Rori L. Andreason, MMC

City Recorder

MURAL AGREEMENT

Designer: Jaycie Baird (hereinafter referred to as "Designer")
243 W Conrad Ct, Alpine UT, 84004
573-987-3131
bairdthepajaro@gmail.com

Client: Midvale City (hereinafter referred to as "CLIENT")
Contact: Vanessa Guevara
vguevara@midvaleut.gov
7505 S Holden St. Midvale UT 84047
801-567-7212

Project Description

Designer agrees to paint 1 exterior mural for CLIENT for $_____. Design process includes: 1. design meeting, 2. initial designs to start per wall, one round of revisions, and application of the final design. Additional revisions are an added fee at the Designers rate of $50/hr. Mural installation will take approximately ___ days (project timeline below).

Payment Terms

(i) 50% deposit of ____ due upfront
(ii) Final cost of ____ due upon completion of the mural (10% added fee if payment isn't received within 30 days of mural installation
(iii) Designer shall be entitled to receive reimbursement for any overages or additional expenses with prior written approval of Client.
(iiii) Any deposit shall be refundable in the event of Designer non-performance, Client's cancellation of this Mural Agreement for cause, or any event outside of Client's control. In the event Client cancels for convenience, Designer may retain only documented, reasonable, and non-recoverable costs incurred.

Project Timeline

[_____] Deposit and Contract Due [or one week after design meeting]
[ ] First Round of Designs Due
[_____] Revisions
[_____] Mural Application
[_____] Final Payment Due
(Timeline subject to change)

Project Location

The mural will be installed on the public roadway, as designated by Client, at approximately the intersection of Foxbridge Circle and Bridge Street in Midvale, Utah. Client will have sole discretion on the location of the mural.

Ownership

In consideration of this Mural Agreement and the location of the mural, Client will take sole ownership of the mural upon Designer's completion and installation of the mural. The Client will be entitled to exercise all rights previously held by the Designer including, but not limited to, any and all rights arising under all applicable intellectual property laws. Designer agrees that, as of the date the Mural is completed and installed, the Designer automatically transfers and assigns to the Client all of their rights under all applicable intellectual property laws. The Designer also waivers and relinquishes all other rights the Designer may have in and to the mural including, but not limited to, the Designer's rights under the Visual Artists Rights Act of 1990 (as defined and expressly waived below):

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

Perpetual License

Notwithstanding the above Usage section, the Client, upon taking ownership of the mural, conveys a perpetual license to the Designer to identity themselves as the creator of the mural, share images of the mural in their portfolio (including on websites and social media platforms), and to reproduce, display, distribute, and produce derivative art from the mural.

Artist Alteration

Colors may appear differently in paint than on screen renderings. Designer is not responsible for such differences. Designs may be altered based on the following factors: road texture, safety markings, etc. Changes, if necessary, will be made by the Designers' expertise. All paint, fabric, wood, and other materials are subject to change based on market availability and Designer is not responsible for differences based on those factors. Differences in on screen render to final mural may be up to 25% different as an approximation.

Maintenance

If the mural is damaged, the Client will determine if the Client can clean or repair the damage itself. If the Client determines that it cannot clean or repair the mural itself and the Client determines, at its sole discretion, to repair the mural, the Client will give the Designer the first opportunity to repair the mural. The Designer must let the Client know whether the Designer will repair the mural within 10 days of the Client's notification. The Designer must provide the Client with a date by when the Designer will repair the mural. If the Designer does not respond to the Client within 10 days or the Client determines that the Designer's repair date is not timely, the Client may contract with another individual or entity to repair, replace, or remove the mural at its sole discretion. The Client will cover the Designer's costs to repair the mural including, but not limited to, supplies and travel if the Designer repairs the mural. If the Client chooses to remove or cover the mural from the wall, Designer is not responsible for removal, movement, and/or disposal of the mural. Designer is not liable for any injury or damage resulting from moving or tampering with the mural.

Damage

Both Parties recognize that the chosen location for the mural is an intersection within a public street. Designer will take all reasonable measures to choose materials and install the mural in a manner to withstand vehicles, pedestrians, weather, and other sources of wear and tear common to a public street. Both Parties recognize that the mural will likely deteriorate faster than a mural installed upon a wall or other surface not exposed to traffic and natural forces. Both Parties recognize that the mural may be damaged or destroyed due to maintenance or emergency work on or under the mural location or vandalism.

Delay

If the execution of the work is delayed by an act or neglect of the Client, by labor disputes, fire, unusual transportation delays, or by other external forces or natural calamities outside of Designers' control, the Designer shall be entitled to extend the completion date via verbal, or written notification to the Client, by the time equivalent to the period of such delay. Project timeline may be changed with written consent between both Parties and a new timeline must be created before any additional work is continued on the project. If the Client fails to comply with the agreed upon timeline, the project will be pushed back based on the Designer's schedule and Designer has the option to terminate the project.

Additional Compensation

Any additional artwork done by the Designer shall be negotiated and compensated separately from this Agreement.

Default

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

Warranty

The Designer represents and warrants that the mural will be an original creation of the Designer and will not infringe on any copyright, trademark, or other intellectual property right of another.

Indemnification

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

Nonexclusive
This Agreement is not exclusive and does not limit the Client from entering into other agreements regarding the Mural Project.

Relationship of Parties
This Agreement does not create any legal relationship between the Parties including, but not limited to, that of partner, employee, agent, or contractor. The Parties have no authorization, express or implied, to bind the other Party.

Third-Party Benefits
This Agreement is for the sole benefit of the named Parties. Nothing contained in this Agreement is for or may be relied upon for the benefit of any other third party.

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

Amendments
Designer and Cient may amend this Agreement by mutual written agreement. Any other modification is prohibited and invalid.

Severability
In the event that any part of this Agreement shall be determined unlawful or invalid by a court of competent jurisdiction then the remaining provisions shall continue in full force and effect.

Termination
Either Party may terminate this Agreement on three (3) days written notice via e-mail to the other Party in the event that the other Party is in breach with any provision of this Agreement and during the three-day period, the Party fails to cure such breach.

Waivers
No waiver of any term or provision of this Agreement will be valid unless such waiver is in writing signed by the Party against whom enforcement of the waiver is sought. The waiver of any term or provision of this Agreement will not apply to any subsequent breach of this Agreement.

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

a. Good faith negotiations between the Parties for a limit of 90 days unless otherwise extended by mutual written agreement;
b. Good faith mediation with a mutually agreed upon mediator and with each Party paying one half of the mediation costs; and
c. Litigation. If a Party incurs any legal costs or attorney's fees in litigation to resolve a dispute arising under or relating to this Agreement, the prevailing Party may recover such costs and fees.

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

Governing Document
This Agreement constitutes the entire agreement and understanding of Designer and Client with respect to the terms and conditions of the project and supersedes all prior and contemporaneous written or verbal agreements and understandings between Designer and Client relating to such subject matter. This Agreement may only be amended by a written instrument signed by Designer and Client.

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

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

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

Time
For the completion of the mural, time is of the essence.

Publicity
The Designer must submit all advertising and publicity matters relating to this Agreement to the Client for its written approval in its sole discretion.

Document Retention

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

Insurance

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

Successors and Assigns

The provisions of this Agreement will insure to the benefit of and will be binding upon the Client and its successors and assigns.

Counterparts

This Agreement may be executed in more than one counterpart, each of which will be deemed an original, but all of which together will constitute but one and the same instrument. An electronic signature, electronic copy thereof, or a photocopy of this Agreement shall have the same force and effect as the original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on _____.

DESIGNER

_____
(Signature)

Name: _____

Title: _____

Name: _____

CLIENT

_____
Company Name

_____
(Signature)

Title: _____

_____
(signature)

Title: _____

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: May 19, 2026

SUBJECT: Discussion Regarding An Ordinance Establishing the Community Clean Energy Program in Midvale

SUBMITTED BY: Dustin Gettel, Mayor

SUMMARY:

Midvale City is a member of the Utah Renewable Communities (URC), a coalition of Utah municipalities and counties working in partnership with Rocky Mountain Power (RMP) to develop and implement the Community Clean Energy Program (CCEP). The goal of the program is to provide a net 100% renewable electricity option for participating communities within the next several years. Midvale joined the URC through an interlocal cooperation agreement in 2024, allowing the City to participate in program design and negotiations with RMP. The Program is authorized under Utah's Community Clean Energy Act, and Rocky Mountain Power filed the Program application on behalf of the URC. Following several years of development and regulatory review, the Utah Public Service Commission (PSC) approved the Program on March 4, 2026.

The Program establishes a new clean energy option (from renewable energy resources) for residents and businesses served by Rocky Mountain Power. Participation is structured as an opt-out program, meaning eligible electric customers within participating communities would be automatically enrolled, with the ability to opt out. The Program includes an initial cancellation period, during which customers may exit the Program without incurring a termination fee. After the cancellation period ends, customers may still opt out at any time; however, a termination fee would apply, as approved by the PSC and outlined in Program rules.

The PSC approved an initial residential flat rate of $4 per month, which is made up of $3.88 per month plus a $0.12 per month low-income program surcharge. For all other (non-residential) customer classes, the PSC approved a volumetric rate of $0.00609 per kilowatt-hour (kWh) and a $0.12 per month low-income program surcharge. The low-income surcharge collected from participating residential and non-residential customers helps fund bill credits for income-qualified customers enrolled in Rocky Mountain Power's Home Electric Lifeline Program (HELP). These customers will receive a bill credit equal to the $3.88 clean energy charge, allowing them to participate in the Program at no cost. Program rates may be adjusted periodically, but no more than annually, consistent with standard utility ratemaking practices. The PSC indicated that rates are not expected to increase significantly over time and may decline as administrative and reserve funds are established.

State law requires that each participating community adopt a local ordinance within ninety (90) days of PSC approval in order to make the Program available within its boundaries. The deadline for ordinance adoption is June 2, 2026. If Midvale City adopts the participation

ordinance, the Program would be implemented locally, with customer notices anticipated in late 2026 and Program charges beginning in early 2027. If the ordinance is not adopted, the Program would not be available in Midvale and the City would no longer participate in the URC.

Staff has prepared a draft ordinance to establish the Community Clean Energy Program in Midvale City for the City Council's consideration. The Council is asked to provide direction to staff on whether to proceed by placing the draft ordinance on the next City Council agenda for formal consideration and possible approval.

Attachments:

Draft Ordinance

Draft

MIDVALE CITY, UTAH
ORDINANCE NO. 2026-O-XX

AN ORDINANCE ENACTING MIDVALE MUNICIPAL CODE CHAPTER 13.24
COMMUNITY CLEAN ENERGY PROGRAM

WHEREAS, in 2019, the Utah State Legislature enacted House Bill 411, codified at Utah Code Ann. §§ 54-17-901 to 909 ("Act"), titled the "Community Renewable Energy Act"; and

WHEREAS, in 2024, the Utah State Legislature enacted House Bill 241 and Senate Bill 214 which, collectively, renamed the Act the "Community Clean Energy Act" and amended certain provisions of the Act; and

WHEREAS, the Act authorizes the Utah Public Service Commission ("Commission") to establish a program whereby towns, municipalities, and counties may cooperate with qualified utilities to provide electric energy for participating customers from clean energy resources ("Program"); and

WHEREAS, the Act provides that a customer of a qualified utility may be served by the Program if the town, municipality, or county ("Community") in which the customer resides satisfies certain requirements, including:

(a) the Community must enter into an agreement with a qualified utility ("Utility Agreement"):

(i) stipulating to the payment to the qualified utility of the costs of:

(A) third-party expertise contracted for by the Division of Public Utilities and the Office of Consumer Services, for assistance with activities associated with initial approval of the Program; and

(B) providing notice to the Community's customers as provided in the Act;

(ii) determining the obligation for the payment of any termination charges under the Act that are not paid by a participating customer and not included in participating customer rates; and

(iii) identifying any initially proposed replaced asset;

(b) the Community must, within 90 days after the date of the Commission's order approving the Program, adopt a local ordinance that:

(i) establishes participation in the Program; and

(ii) is consistent with the terms of the Utility Agreement; and

(c) the Community must comply with any other terms or conditions required by the Commission; and

WHEREAS, the Act further authorizes the Commission to adopt administrative rules to implement the Act and the Commission has adopted such rules as set forth in Utah Administrative Code R746-314-101 through 402 ("Rules"); and

WHEREAS, the Rules require that a customer of a qualified utility may be served by the Program if, in addition to the requirements of the Act, the Community in which the customer resides also adopts an agreement ("Governance Agreement") with other eligible Communities to establish a cooperative decision-making process for Program design, resource solicitation, resource acquisition, and other Program issues and provides a means of ensuring that eligible Communities and those that become participating Communities will be able to reach a single joint decision on any necessary Program issues; and

WHEREAS, consistent with the requirements of the Rules, Midvale City entered into an agreement with other eligible Communities entitled the Interlocal Cooperation Agreement Among Public Entities Regarding the Community Renewable Energy Program ("Governance Agreement"), thereby becoming a member of the Community Renewable Energy Agency ("Agency"), which endeavors to make certain joint decisions about the proposed Program on behalf of Communities as set forth in the Governance Agreement; and

WHEREAS, consistent with the requirements of the Act, Midvale City executed a Utility Agreement with Rocky Mountain Power, a qualified utility under the Act, on August 20, 2024, which addresses the issues required by the Act; and

WHEREAS, consistent with the requirements of the Act, on January 24, 2025, and June 4, 2025, Rocky Mountain Power filed an application with the Commission seeking approval of the Program and the Commission opened Docket No. 25-035-06 to consider the application; and

WHEREAS, consistent with the requirements of the Act, on March 4, 2026, the Commission issued an order in Docket No. 25-035-06 ("Commission Order") approving the Program; and

WHEREAS, as contemplated in the Act, the Midvale City Council desires to adopt this ordinance that satisfies the requirements of the Act; and

WHEREAS, the Midvale City Council desires to take actions which it has determined promotes the health, safety and welfare of Midvale's residents as authorized by Utah Code Ann. §10-8-84; and

WHEREAS, the Midvale City Council has determined that adoption of this ordinance will enhance the economic well-being of Midvale and its residents through prudent management of Midvale's financial resources; and

WHEREAS, the Midvale City Council has determined that adoption of this ordinance will help address concerns related to poor air quality and other environmental concerns due in part to the use of fossil fuels; and

WHEREAS, the Midvale City Council finds that energy sources utilized by and within Midvale therefore can impact public health, safety and welfare; and

WHEREAS, recent advances in energy technology have made certain clean energy resources more economically viable than in the past and, in some cases, more cost-effective than traditional energy sources; and

WHEREAS, proximity to outdoor recreation is a key economic contributor to Midvale and one which relies on preservation of the environment and protection of natural resources; and

WHEREAS, Midvale and its residents have shown an interest in environmental stewardship through various initiatives and activities surrounding growth and development; and

WHEREAS, the Midvale City Council believes that determining and undertaking further actions designed to reduce fossil fuel dependence while appropriately balancing financial stewardship and promoting economic growth is an important component of safeguarding public health, safety and welfare; and

WHEREAS, the Midvale City Council met in regular session on May 19, 2026, to, among other things, consider adopting the Program on behalf of Midvale's electric customers; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF MIDVALE CITY, UTAH, AS FOLLOWS:

Section 1. Adoption. Midvale Municipal Code Chapter 13.24 *Community Clean Energy Program*, which is published as a code in book form, is adopted in accordance with Exhibit A herein, copies of which have been filed for use and examination in the Office of the Midvale City Recorder (the "Community Clean Energy Program Ordinance").

Section 2. **Savings Clause.** In the event one or more of the provisions of this Community Clean Energy Program Ordinance shall, for any reason, be held to be unenforceable or invalid in any respect under applicable laws, such unenforceability or invalidity shall not affect any other provision; and in such an event, this Community Clean Energy Program Ordinance shall be construed as if such unenforceable or invalid provision had never been contained herein.

Section 3. Effective Date. This Community Clean Energy Program Ordinance shall take effect immediately upon the date of its first publication.

APPROVED, ADOPTED, AND PASSED and ordered published by the Midvale City Council, this 19th of May, 2026.

Draft

Midvale City

By:_____
Dustin Gettel, Mayor

[SEAL]

VOTING:

Bonnie Billings	Yea ____	Nay ____
Paul Glover	Yea ____	Nay ____
Heidi Robinson	Yea ____	Nay ____
Bryant Brown	Yea ____	Nay ____
Denece Mikolash	Yea ____	Nay ____

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

APPROVED AS TO FORM:

_____
Garrett Wilcox
City Attorney

Published this ____ day of May, 2026, on the Utah Public Notice Website.

Draft

EXHIBIT A

CHAPTER 13.24
COMMUNITY CLEAN ENERGY PROGRAM

Sections:

13.24.010 Definitions
13.24.020 Midvale City's Participation in Community Clean Energy Program.
13.24.030 Customer Participation in Community Clean Energy Program.
13.24.040 Termination Fees.
13.24.050 Acquisition of Clean Energy Resources.
13.24.060 Program Rates and Rate Adjustment Filings.
13.24.070 Utility Billing for Participating Customers.
13.24.080 Midvale City Participation in Program.

13.24.010 Definitions.

For the purpose of this chapter, the following terms, phrases, and words shall mean:

A. "Act" means the Community Renewable Energy Act, codified at Utah Code Ann. §§54-17-901 to 909, as amended.

B. "Commission" is the Public Service Commission of Utah or its successor, as provided in Utah Code Ann. § 54-17-902(4), as amended.

C. "Eligible Customer" is defined in Subsection 13.24.020(C) of this Chapter.

D. "Program" has the same meaning as the "community clean energy program" defined in Utah Code Ann. § 54-17-902(5), as amended.

E. "Rules" means the administrative rules adopted by the Commission to implement the Act as set forth in Utah Administrative Code R746-314-101 to 402, as amended.

13.24.020 Midvale City's Participation in Community Clean Energy Program

A. *Establishment.* Midvale City hereby establishes its participation in the Community Clean Energy Program ("Program") as approved by the Public Service Commission of Utah.

B. *Commission Order.* On March 4, 2026, the Commission issued the Commission Order approving the Program. The Commission Order is on file with the Commission. The Program's rates, Rules, and requirements are governed by the Commission Order, and may be modified from time to time by subsequent Rules and orders adopted by the Commission. To the extent that the Commission Order or any subsequent rule or order adopted by the Commission contradicts any portion of this Title, the Commission Order or rule or order adopted by the Commission shall

govern.

C. *Eligible Customers*. Pursuant to Utah Code § 54-17-905(5), residential customers participating in the net metering program under Utah Code Title 54, Chapter 15, Net Metering of Electricity, Rocky Mountain Power Schedule 135, are not eligible to participate in the Program. All other retail electric customers of Rocky Mountain Power within the current and future boundaries of the City, including all residential, commercial, and industrial customers, are eligible to participate in the Program ("Eligible Customer"). Eligible Customers include rooftop solar customers on Rocky Mountain Power Schedules 136 and 137, which are compensated through an export credit rather than a net metering credit.

D. *Implementation Date*. The Program shall be implemented on the date that Rocky Mountain Power sends out the first Notices identified in Section 2, below ("Program Implementation Date"). Eligible Customers shall be enrolled in the Program if they receive the Notices and decline to opt out of participation in the Program by the date set forth in the Notices. Consistent with the Act and the Rules, the Notices shall be sent to each Eligible Customer before the commencement date that applies to each such customer ("Customer Commencement Date"), as set forth in the Rules.

13.24.030 Customer Participation in Community Clean Energy Program.

A. *Automatic Enrollment.* Each Eligible Customer shall be automatically enrolled in the Program unless the customer opts out of the Program prior to the Customer Commencement Date.

B. *Notices*. As set forth in the Act and the Rules before any Eligible Customer becomes a participant in the Program, Rocky Mountain Power first shall deliver to each Eligible Customer certain notices (collectively, the "Notices") containing content and in the form, manner, and delivery method as required by the Act and Rules and other orders and rules.

C. *Opt-Out*. Each Eligible Customer may elect not to participate in the Program and instead to pay applicable existing electric rates by giving notice to Rocky Mountain Power in the manner and within the time period set forth in the Notices.

1. *First Opt-Out Notice*. Rocky Mountain Power shall provide a First Opt-Out Notice, separate from standard monthly bills, to each Eligible Customer within the City, no earlier than 60 days and no later than 30 days before the Customer Commencement Date applicable to each customer. The First Opt-Out Notice shall, in all material respects, use the form and content of the First Opt-Out Notice as approved by the Commission.

2. *Second Opt-Out Notice*. Rocky Mountain Power shall provide a Second Opt-Out Notice, separate from standard monthly bills, to each Eligible Customer within the City, at least 15 days after the First Opt-Out Notice was provided and at least seven days before the Customer Commencement Date applicable to such customer. The Second Opt-Out Notice shall, in all material respects, use the form and content of the Second Opt-Out Notice as approved by the Commission.

3. *Large Users.* Rocky Mountain Power shall deliver the Notices in person to each customer with an electric load of one megawatt or greater measured at a single meter.

4. *Failure to Opt Out.* Each Eligible Customer that receives the First Opt-Out Notice and the Second Opt-Out Notice as described herein and declines to opt out of the Program by the customer's Customer Commencement Date will be enrolled in the Program.

D. *Option to Opt into Program*. An Eligible Customer located within the City that is not enrolled in the Program may at any time elect to participate in the Program by providing notice to Rocky Mountain Power in the form and content approved by the Commission. Following such notice to opt in to the Program, the customer will be enrolled in the Program starting with the billing period following the notice in which it is reasonably practicable for Rocky Mountain Power to enroll such customer. The reasonably practicable billing period shall be based on when the notice was received from the customer and the customer's billing cycle. Following enrollment in the Program, the customer shall be subject to all Program requirements.

E. *Option to Exit Program*. Customers enrolled in the Program may exit the Program by giving notice to Rocky Mountain Power.

13.24.040 Termination Fees.

A. *Termination Fee Upon Exit.* If a customer declines to opt out of the Program prior to the applicable Customer Commencement Date or voluntarily opts into the Program, but subsequently exits the Program, the exiting customer may be required to pay a termination fee, as set forth in this Section.

B. *Amount of Termination Fee.* When applicable, the amount of the termination fee shall be based on the rate schedule of the exiting customer as approved by the Commission and may be modified from time to time by subsequent orders of the Commission.

C. *Circumstances in which Termination Fee Shall Not Apply*: A termination fee shall not apply in the following circumstances:

1. Any customer that opts out of the Program within the "cancellation period" applicable to that customer, as defined in the Rules;

2. Any customer that ceases to be an electric customer of Rocky Mountain Power;

3. Any customer that moves to a new location that is not within the boundaries of a community that participates in the Program;

4. Any customer that seeks protection through bankruptcy proceedings; or

5. Any customer enrolled in Schedule 3 bill assistance ("Low-Income Lifeline Program").

13.24.050 Acquisition of Clean Energy Resources.

A. For purposes of this section, "clean energy resource" shall have the definition set forth in the Act.

B. Rocky Mountain Power may adopt or procure one or more clean energy resources to serve the needs and goals of the Program. The acquisition of any such clean energy resource must follow solicitation application and evaluation criteria approved by the Commission.

C. Any clean energy resource adopted or procured by Rocky Mountain Power to serve the needs and goals of the Program must be approved by the Commission based on a finding the same is reasonable and in the public interest.

D. The Commission shall determine the method of cost recovery for any clean energy resource acquired to meet Program needs and goals, and the Commission's determination regarding cost recovery may affect Program rates.

13.24.060 Program Rates and Rate Adjustment Filings.

A. Program rates will be determined by the Commission.

B. The initial Program rates were determined by the Commission in the Commission Order.

C. Program rates may be adjusted by the Commission from time to time, consistent with the procedures approved by the Commission for adjusting Program rates.

13.24.070 Utility Billing for Participating Customers.

Rocky Mountain Power shall bill each Participating Customer on a monthly basis and shall:

A. include information in its monthly bills to participating customers identifying the Program cost; and

B. provide notice to participating customers of any change in rates for participation in the Program.

13.24.080 Midvale City Participation in Program.

A. *Program Participation.* Through its membership in the Community Renewable Energy Agency, the City participated in the design and approval of the Program and shall participate in future decisions regarding clean energy resource solicitation, clean energy resource acquisition,

and certain other Program issues.

B. *Utility Agreement.* Consistent with Utah Code § 54-17-903(2)(a), the City entered into an agreement with Rocky Mountain Power regarding the facilitation of the Program ("Utility Agreement"). Pursuant to the Utility Agreement:

1. The City shall pay for the costs of third-party expertise contracted for in connection with the Program's development and initial approval by the Commission;

2. The City shall pay its proportional costs associated with Rocky Mountain Power providing the Notices to the City's customers as discussed in Section 13.24.030;

3. Termination charges not paid by a participating customer shall be included in participating customer rates and shall not be paid by the City;

4. There shall be no initially proposed "Replaced Asset" as that term is defined by Utah Code § 54-17-902(15).

C. *Program Development Costs.* The City has already approved the appropriation of funds and has already paid those funds to the Community Renewable Energy Agency for the Community Renewable Energy Agency to make payments for the costs of third-party expertise contracted for in connection with the Program's development and initial approval by the Commission pursuant to the Governance Agreement.

D. *Noticing Costs.* The City has appropriated funds in its tentative budget for the upcoming fiscal year to pay its proportional costs associated with Rocky Mountain Power providing the Notices to the City's customers as discussed in Section 13.24.030 above.

E. *No Other Program Costs.* The City shall not be obligated to pay any costs of the Program other than those costs set forth herein and any costs that the City may bear as a utility customer that participates in the Program, if applicable.

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: May 19, 2026

ITEM TYPE: Discussion

SUBJECT: Discussion of FY2027 Property Tax Impact Schedule

SUBMITTED BY: Mariah Hill, Administrative Services Director

SUMMARY:
During the 2026 Utah Legislative Session, HB 236 – Truth-in-Taxation Amendments was enacted, making several changes to Utah Code § 59-2-919 and 59-2-924, which govern notice, disclosure, and public hearing requirements when a tentative budget includes a proposed property tax rate increase, including municipal property tax increases. These provisions are intended to promote transparency and ensure the public is provided clear information regarding the potential impacts of a proposed tax rate prior to final budget and tax rate adoption. Accordingly, the City is required to prepare and present a Property Tax Impact Schedule that illustrates the estimated effect of the proposed tax rate on typical residential and non-residential properties and present and make it available to the public separate from other budget documents.

The Property Tax Impact Statement is included on this agenda as a discussion item to satisfy the statutory requirement that it be presented at any meeting where the budget is discussed. Its inclusion ensures compliance with state law and provides an opportunity for the City Council and the public to review and understand the projected impacts of the proposed tax rate.

The Property Tax Impact Schedule was adopted by the Midvale City Council on May 5, 2026. This action does not finalize the property tax rate. Final consideration and adoption of the property tax rate will occur following the required public hearing and completion of all applicable notice and review periods.

PLAN COMPLIANCE: N/A

FISCAL IMPACT:
Adoption of the Property Tax Impact Schedule itself does not have a direct fiscal impact. The schedule is a disclosure document that illustrates the estimated effect of a proposed property tax rate increase. Any actual fiscal impact will be determined by the final property tax rate adopted by the City Council as part of the final budget process.

Attachments:
FY2027 Property Tax Impact Schedule

Proposed Property Tax Impact Schedule
Midvale City – FY2027 Tentative Budget

Midvale City is considering an increase to the Public Safety Property Tax rate from 0.000249 to an estimated 0.000474, which is projected to generate approximately $848,964 in additional annual revenue. The information provided below is intended to help decision makers and members of the public understand how City operations—particularly public safety services—would be affected if the proposed property tax increase is adopted.

The estimates are based on tax year 2025 taxable values, including Midvale City's total taxable value of $3,777,880,327 and an average residential property value of $492,000. These figures are estimates and will be updated once tax year 2026 property valuation data becomes available from the Utah State Tax Commission and the Salt Lake County Auditor.

Midvale City Public Safety Property Tax Rate TY2025	.000249
Midvale City Public Safety Property Tax Revenue TY2025	$940,561
Proposed Revenue with Public Safety Property Tax Change (Estimated)	$1,789,525
New Public Safey Property Tax Revenue (Estimated)	$848,964
Estimated Increase to Midvale Public Safety Property Tax Rate (Estimated)	90.36%

Estimated Increase to primary residence valued at $492,000	$60.80 per year, 90.36%
Estimated Increase to business valued at $492,000	$110.54 per year, 90.36%

Affected Department/Fund: Public Safety Fund

Proposed Budget: $15,090,967

Budget without Tax Change: $14,241,997

Budget Change: $848,964

Impact of Tax Increase:

If the proposed tax increase is approved, the City will be able to maintain current levels of service with its contracted public safety providers, including policing services provided by

the Unified Police Department, emergency management services provided by the Unified Fire Authority, and animal control services provided by Salt Lake County. The proposed increase will also help offset an anticipated loss of approximately $500,000 in state homeless shelter mitigation funding.

If the proposed tax increase is not approved, the City would be required to reduce contractual public safety services. These reductions would include the elimination of two shelter resource officers and one patrol officer previously funded through the homeless shelter mitigation program, as well as the loss of one investigations officer and one patrol officer within the Midvale precinct of the Unified Police Department that are not associated with homeless mitigation funding. In addition, the City would be required to discontinue emergency management services provided by the Unified Fire Authority.