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

MIDVALE CITY COUNCIL REGULAR MEETING
AGENDA
August 18, 2026

Public Notice Is Hereby Given that the **Midvale City Council** will hold a regular meeting on **August 18, 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 August 17, 2026.**

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

6:30 p.m. – WORKSHOP

- Utah Code 10-8-2 Discussion — Midvale Arts Council

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. CONSENT

A. Consider Minutes of July 21st and August 11th, 2026 Meetings — ***[Rori Andreason, H.R. Director/City Recorder]***

VII. ACTION ITEM

A. Consider **Resolution No. 2026-R-44** Approving the Second Amendment to The Aaron by Signature Development Agreement — ***[Elizabeth Arnold, Senior Planner]***

B. Consider **Resolution 2026-R-45** Authorizing the Mayor to Execute an Interlocal Agreement for Real Property Purchase and Sale with Sandy City – ***[Kate Andrus, RDA Director]***

C. Consider **Resolution No. 2026-R-46** Approving the Fifth Contract Amendment for the 2022-2027 Pavement Restoration Services Agreement Project with Kilgore Contracting – ***[Branden Anderson, City Engineer]***

D. Consider **Resolution No. 2026-R-47** Approving the First Contract Amendment for the 2022-2027 Concrete Repairs Services Agreement Project – ***[Branden Anderson, City Engineer]***

VIII. POSSIBLE CLOSED SESSION

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

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

IX. ADJOURN

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

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

Date Posted: August 17, 2026

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

CITY COUNCIL MEETING
Minutes
Tuesday, July 21, 2026

Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: Mayor Dustin Gettel

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

STAFF: Matt Dahl, City Manager; Rori Andreason, HR Director/City Recorder; Garrett Wilcox, City Attorney; Jerimie Thorne, Public Works Director; Nate Rockwood, Assistant City Manager; Mariah Hill, Administrative Services Director; Adam Olsen, Community Development Director; Wendelin Knobloch, Planning Director; Kate Andrus, RDA Director; Moira Gray, RDA Project Manager; Elizabeth Arnold, Senior Planner; Laura Magness, Communications Director; Chief April Morse, UPD; Chief Nathan Kay, UFA; and Josh Short, Network Administrator.

6:30 p.m. – REGULAR MEETING

Mayor Dustin Gettel called the business meeting to order at 6:30 p.m.

I. GENERAL BUSINESS

A. Welcome and Pledge of Allegiance

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

C. Unified Fire Authority Report – *[Chief Nathan Kay]*

Chief Nathan Kay thanked Midvale City for opting in with the fireworks ban. He expressed his appreciation for Midvale City's commitment to public safety. Taylorsville, Kearns, Riverton, and Herriman chose not to opt in and will allow fireworks.

The Chief highlighted the Wildland Division; it has 8 full time sworn personnel and 26 seasonals. They staff a type 2 initial attack hand crew that is available nationwide as well as 2 wildland engines and a 10 person fuels crew that stay here locally. They also hold a year round single resource program that supports both local and national incidents. They've been busy this summer with multiple deployments across the West.

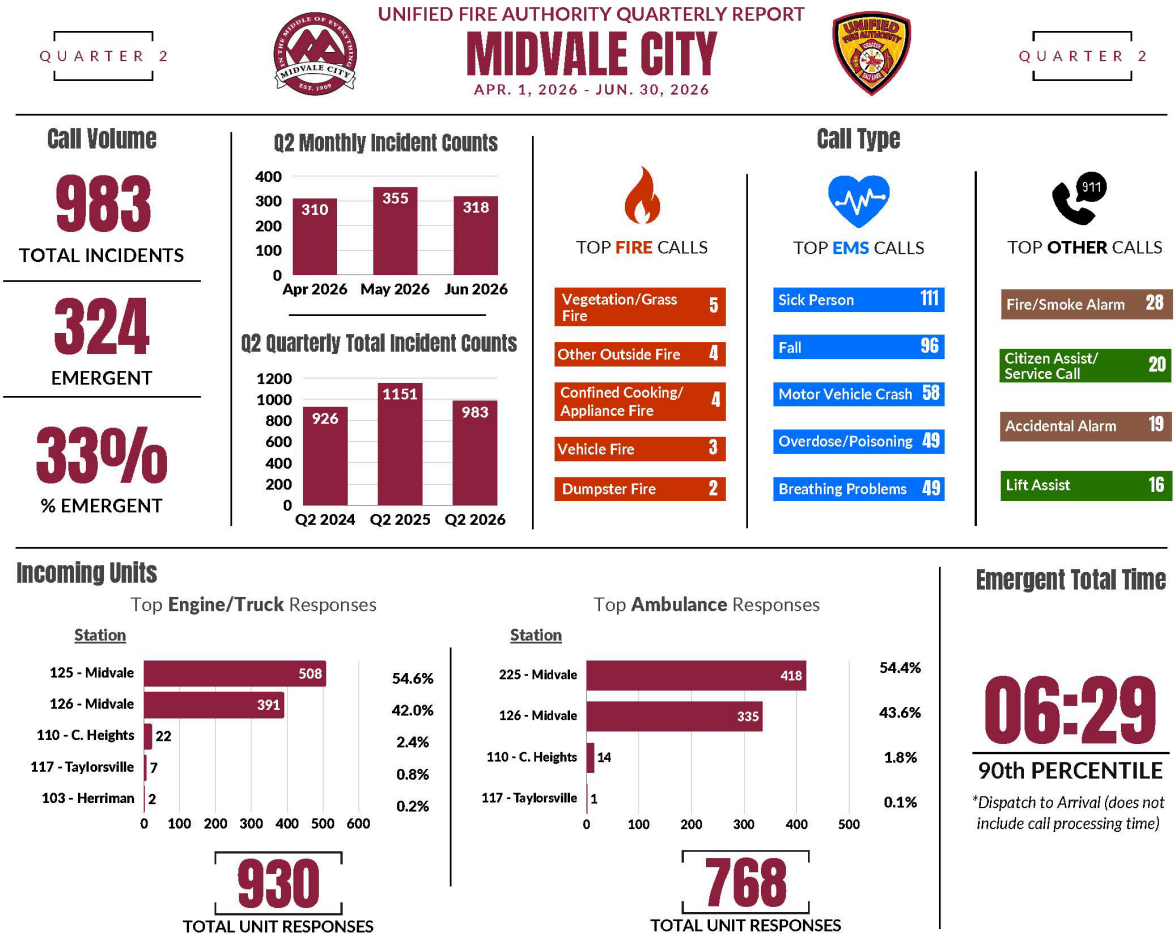
PENDING

Chief Kay said the safety message focus is on e-bike and e-scooter safety. These e-bikes are not toys. He said to be aware that the stopping distance is increased with higher speeds and parents should make sure that their children are riding age, wear a helmet, and understand the rules of the road. Riders need to stay alert, avoid distractions, and ride predictably around vehicles and pedestrians. Also, a reminder that the interior of vehicles heat up quickly; a hot car can turn deadly in a minute. Stop, Look, and Lock to make sure no pets or children are left in a vehicle.

The Chief gave a presentation on the second quarter statistics and reviewed the June statistics.

Chief Kay said there were two house fires in Midvale in the first part of July. He thanked UPD for their help with evacuations and traffic. He said Blacksmith Ice Cream served the firefighters a cool treat after the event. No cause has yet been determined for either fire event.





II. PUBLIC COMMENTS

Diane Bjarnson, Midvale resident, said she had comments about the Trax crossing. The arms come down and are down for so long. Something should be done. Yesterday she waited in line for 10 minutes and the train hadn't moved. She asked for support in complaining about this to UTA.

Lorene Butler, Midvale resident, said she witnessed one of the fires and expressed appreciation to the fire department. The house was right across the street from her. She asked if there is an ordinance for Airbnb's or condos? There are Airbnb's opening in the condos causing parking issues. She also questioned why the banners on State Street say Harvest Days is the first full week of August? She said that is false advertising because Harvest Days is not the first full week of August. The festival is only one day. She asked about baseball fields and if the fields have been taken away. She would like to see more baseball fields.

Mayor Dustin Gettel responded and said there is a large baseball field at Bingham Junction Park, there are multiple fields on 700 East, and Hillcrest High School has a baseball field.

Davie Bird, Manager at the Tyler Library, said he is excited about Harvest Days next week. He invited everybody to library night on Thursday from 5-8 pm. There will be a magic show, storytelling, a storytelling competition, games, crafts, art show, and mini train rides. He announced that the Ruth Vine Tyler Library was awarded the Hall of Honors from the Midvale Arts Council. There will be a ceremony on July 29th at 7 pm at the performing arts building. The Ruth Vine Tyler building has been in Midvale for 56 years and before that it was the Midvale Library.

George Pollard, Midvale resident, he moved to Midvale 14 years ago. He moved into a home at 7350 South, which is a private lane. When the street needed repairs, he called the City Council to schedule repairs. He was told it's a private lane and that the residents are responsible for the repairs. He also noticed he has been paying for a light on their street and there isn't a light there. There has never been a light there in 14 years. He would like to see a light if not two as they were told the city would install a light. He asked the City Council to reconsider looking at the road and consider some mercy in repairing the street or reimburse the residents for the repairs on the road.

Savannah Rodriguez, Midvale resident, said there are about six homes on 7350 South. She just moved in and wondered why the road was in such disrepair. They have to take their trash cans to the end of the road for trash pickup, and the condition of the road makes it difficult and dangerous. The HOA was dissolved years ago. She wanted to know who owns the road and who she can petition to make changes?

Mayor Dustin Gettel explained that it's difficult when the city doesn't own the road because the City is not allowed to provide services. He suggested she speak with one of the city planners tonight in the lobby to help move forward with a resolution to the problem and she can email him with any questions.

Council Member Bryant Brown said they need to find out why the HOA was dissolved. He said he wasn't sure that's legal. The neighbors would need to form a new HOA.

III. COUNCIL REPORTS

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

B. Council Member Paul Glover — Thanked the county for the miracle of passing the city's request for money for the rec center.

C. Council Member Heidi Robinson — said next week is the start of Harvest Days. She recommended people to look at the list of celebration of events for the week and attend. It's the best event of the year. There will be fireworks as safely as possible.

D. Council Member Bryant Brown — Echoed the complaint about the Trax line. The arms are down too long and the lights are longer. The lights should not turn on unless a pedestrian pushes the button to cross. He discussed why there is a fireworks ban in place. If a fireworks ban was based only on the dry and hot weather, we would

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never have fireworks. A ban is based on rain totals, heat, and fire department resources. It's unfortunate that some cities choose to not follow the ban, but Midvale City is trying to be a good steward and follow the ban.

E. Council Member Denece Mikolash — said she was very appreciative of the quick response time from the fire department to the recent house fires in Midvale. She appreciates the residents supporting and following the fireworks ban. And she is excited about Harvest Days and hopes to see everyone there.

IV. MAYOR REPORT

A. Mayor Dustin Gettel said as Chief Kay mentioned, the city has opted into the fireworks ban for the 24th of July. There will be a professional fireworks show on August 1st at 10 pm at the city park; please join us there. He is looking forward to attending as many of the block parties as he can and don't forget about the Hall of Honors ceremony on Thursday honoring the Ruth Vine Tyler Library.

V. CITY MANAGER REPORT

A. Matt Dahl said he would follow-up with UTA and the County regarding the Trax arms. A reminder that the 1st Saturday of August is the Harvest Days festival. The short term rental policy is a big issue, and staff is in the process of getting a city policy finalized. He explained that the city hall building was built on what was a baseball field, which was relocated to the Bingham Junction Park. There are fields at Union Park and the Copperview Recreation Center. He said the city hasn't heard of a lot of demand for more baseball fields, but he appreciates it being brought up as a consideration. He explained that private road needs to meet the same requirements that a public road has to meet and that includes things like sidewalks, curb and gutters, which can be discussed more at a later date. The fee charged for streetlights is not a fee for a specific streetlight on a street, it's for maintenance of a streetlight system throughout the city.

VI. PUBLIC HEARING

A. CANCELLED — WILL BE RESCHEDULED AND RENOTICED
RECEIVE PUBLIC COMMENT REGARDING ORDINANCE NO. 2026-O-24 AUTHORIZING A ZONE MAP AMENDMENT LOCATED AT 7250 S HALELANI DR FROM SINGLE FAMILY RESIDENTAL-1/DUPLEX OVERLAY TO MULTIFAMILY RESIDENTIAL – MEDIUM DENSITY ZONE.

B. RECEIVE PUBLIC COMMENT REGARDING ORDINANCE NO. 2026-O-25 AUTHORIZING A ZONE MAP AMENDMENT LOCATED AT 620 E GREENWOOD AVE AND 7500 S 700 E TO ADD THE DUPLEX OVERLAY TO THE EXISTING SINGLE FAMILY RESIDENTIAL-1 ZONE.

Elizabeth Arnold said the proposal is a request to add the Duplex Overlay zone to two parcels totaling approximately 4.08 acres.

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

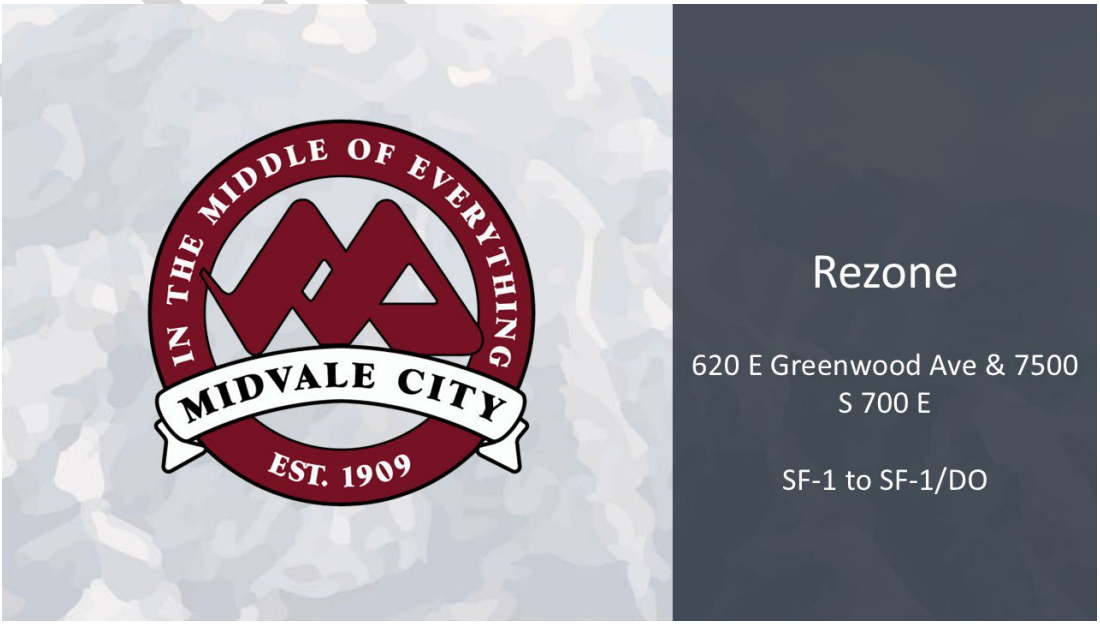
17-3-1 Criteria/Required Findings. …rezoning of land is to be discouraged and allowed only under the limited circumstances herein described. Therefore, the planning commission may recommend, and the city council may grant, a rezoning application only if it determines, in written findings, that the proposed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

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

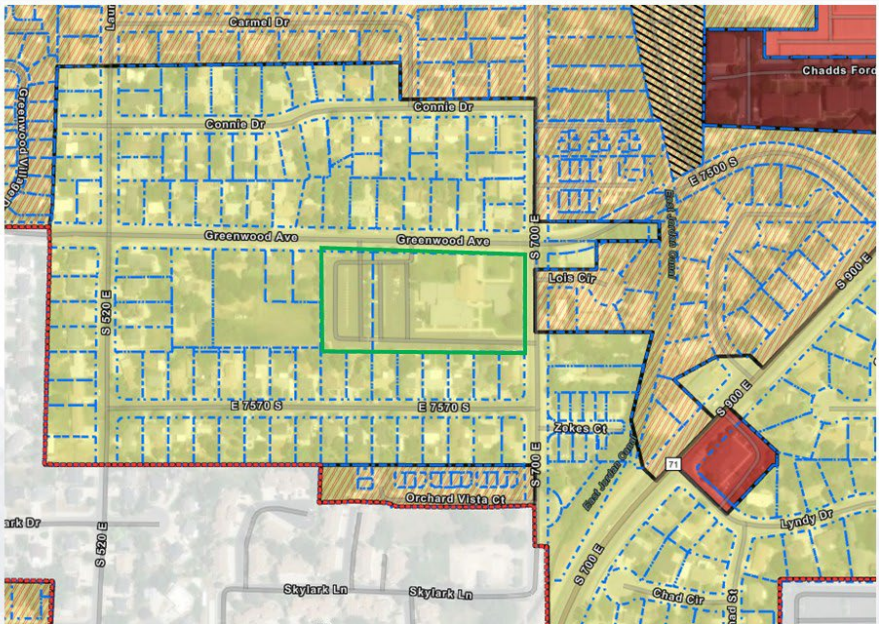
Staff has reviewed the proposal against the required findings and finds that the request satisfies Criterion 1 because it would provide additional housing opportunities that address an identified community need.

Staff also finds that the proposal satisfies Criterion 3. The subject property contains a former Church of Jesus Christ of Latter-day Saints meetinghouse that is no longer being used for its original purpose, creating an opportunity for redevelopment.

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



Vicinity Map



Concept Plan



Concept Plan



Rezone Criteria

Midvale City Code Section 17-3-1(E)

E. Zoning Map Amendment Criteria. The city's zoning is the result of a detailed and comprehensive appraisal of the city's present and future land use allocation needs. A zoning map amendment application may only be approved if the reviewing body determines, in written findings, that the proposed amendment promotes the purposes outlined in Utah Code Annotated 10-9a-102 and demonstrates one or more of the following:

1. Proposed rezoning promotes objectives of the general plan;
    - Provide additional housing opportunities addressing an identified community need

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

3. Land or its surrounding environs have changed or are changing to such a degree that it is in the public interest to encourage redevelopment of the area or to recognize the changed character of the area.
    - Former church that is no longer being used = opportunity for redevelopment

Brad Reynolds, Applicant for the Rezone, he has been building for over 40 years specializing in primarily custom homes. He has received requests for smaller more affordable homes. His first townhome project was Cottages on Ninth 22 years ago. He has also done apartment projects in Midvale. He showed a presentation of previous projects and talked about the innovative solutions they used to keep costs down and satisfy what the community wants.

MOTION: Council Member Heidi Robinson MOVED to open the public comment section of the 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 vote. The motion passed unanimously.

Matt Bjarnson, Midvale resident, said his home was built in 1983. He said Brad Reynolds builds nice homes. He would like to see Brad build regular rambler twin homes against the fence on the west side; it would be more fitting.

John Fuller, Midvale resident, said he is opposed to the rezone to the duplex overlay. The block is made up of older homes. He wants development that preserves the character of neighborhood. Duplexes are harder to own, financing is more difficult, and they end up owned by absentee landlords and investors. Single family homes have a 90% occupancy rate; duplexes are at 40%. He is not convinced there is demand for high density housing in their neighborhood. He cited several examples of low demand for twin homes and duplexes.

Brad Ballard, Midvale resident, he has lived in Midvale for 26 years. He's seen a lot of changes. He has a development behind him with two story homes that overlook his yard and home. He would like to stay with one story homes; two story homes are ruining the neighborhood. He said don't put more units in that won't sell.

Gretchen Fuller, Midvale resident, asked council to deny the duplex overlay. She supports thoughtful redevelopment that is limited in scale and remains consistent with the existing neighborhood. The rezone would allow redevelopment that is too large for this development. She is concerned about increased traffic, parking, and daily activity on Greenwood Avenue. There is also a concern about preserving access to the water rights that the neighborhood currently has. She would like to preserve the existing zoning and allow redevelopment within a scale that fits the existing neighborhood and reflects the intent of the current zoning policies.

Christopher Evans, Midvale resident, said he is an attorney, and there is nothing in the packet that would allow this proposal. He quoted code and stated how the general plan reads. He is concerned about more traffic and creating rentals. He pointed out that the address was wrong on the proposal.

Elizabeth Chipman, Midvale resident, said it seems like when things are crammed together and they all look the same, it creates an unappealing look and there's no one to take care of the big trees. She said there is a canal that could be made beautiful. The communication is not there between Midvale, Sandy, and the canal owners.

John Welly, Midvale resident, said when he looked at the code, he did not see that the neighborhood meets the criteria for the code change.

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Savannah Rodriguez, Midvale resident, said this plot sits next to a four-way stop next to the high school. She is concerned about the safety of pedestrians. This project will affect the parking and traffic in the area. She is concerned that this rezone would set a precedent for other rezones in the area. She said please don't rezone it.

Sasha Evans, Midvale resident, said she lives across the street from the church. She is worried about the safety of the children that go to the schools in the area as well as her child who is autistic. Her parents immigrated to the US to fulfill the American Dream; she believes this rezone will hurt her chances of fulfilling her American Dream.

Barbara Smith, Midvale resident, said she has lived there since 1976. She liked that the neighborhood was a single family home neighborhood and the area felt safe and stable. The duplexes in the area tend to turn into rentals and become rundown. She is concerned about the extra traffic and the impact that will have on the infrastructure and property values. She is concerned about pedestrian safety at the four-way stop with increased traffic and people. She was opposed to the duplex overlay.

Brian Sisney, Midvale resident, said that at the Planning Commission meeting the people attending were opposed to the rezone, but the Planning Commission chose to recommend the rezone anyway. Why might the council vote to rezone despite the community's opposition to the project? If the rezone goes through and the developer changes the plans, can it be rezoned back without a financial risk? What can the city enforce if the ownership changes? Are the impact fees covering the expense of infrastructure costs for water, sewer, and fire code upgrades for the increased density? Are you considering the fire safety with the homes being so close together?

Diane Bjarnson, Midvale resident, said they live two houses west of the property. She wants to make sure they realize there is an active canal there. She would like the area to remain single family homes.

Lorene Butler, Midvale resident, said a traffic study will never go in the resident's favor.

Christian Sisney, Midvale resident, said the residents felt hopeless to stop the rezone. More traffic and density will not be good for the neighborhood. Vote no on rezone.

Josh Gibbons, Hales Engineering, said he wanted to briefly share findings on the traffic. He said they looked at how much traffic may be added to the road. They calculated a 3-4% increase in traffic on the road, about one car added every three minutes. Townhomes typically bring less traffic per home than a single family project.

Brian Sisney, Midvale resident, said he wanted to know if engineering comments are in the meeting minutes? Who commissioned and paid for the study?

Mayor Gettel said yes.

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Savannah Rodriguez, Midvale resident, asked if the traffic study was national study and does it reflect Utah?

Elizabeth Chipman, Midvale resident, said she submitted a written comment that she didn't have with her that she wanted in the minutes. See comment below.

Sent: Friday, July 17, 2026 12:13 PM
To: Planning@midvaleut.gov <Planning@midvaleut.gov>
Subject: Rezoning at 7500south and 700 east-concerns
This would really disrupt the quality of the neighborhood. This area already suffers from traffic from the Hillcrest High School and the Maverik down the street. There is a lovely park in the area which the neighborhood uses a lot with green and calm needing to be preserved. There is a lot of density already with HOA s in the area. There is a county water property nearby needing constant renovation and
plenty of traffic noise from 9th east. The canal could be beautified and noise barriers built. Pedestrian traffic to the nearby Harmon's is already a danger zone. There is a lot of confusion in services with the boundaries between the city of Midvale and Sandy. 7500 south already carries a lot of traffic and houses some small beautiful single dwelling developments which would be adversely affected with this proposal. We don't want an industrial center here. Elizabeth Chipman

Brad Reynolds, project developer, said he sympathized with the neighbors and the difficult feelings of embracing change. The price point they are at with this project would make it difficult for someone to make a profit as a rental. The HOA would be helpful to keep the properties maintained.

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

Council Member Bryant Brown asked Brad Reynolds if he has done a development agreement with Midvale City. He also asked if he would consider building a one story structure next to existing homes.

Brad Reynolds said he would file a development agreement if asked and he will commit to build the rambler style home next to existing homes to minimize impact.

Council Member Heidi Robinson explained that an HOA has strict regulations governing how many rental units can be in a community and it affects ease of getting financing for units. However, she lives in an HOA community and there are rental units in her area. She asked about preserving the ditch. Will this project be built in phases or all at once? Are there some that don't have full driveways?

Brad Reynolds said he would make sure the canal stays in place. This project will be built

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all at once which enhances sales. There were a few units without full driveways but they will exceed the minimum parking requirements so parking shouldn't be a concern. The parking required was 68 stalls and they are planning to have 108 stalls. They are trying to make sure each unit has a full driveway.

Council Member Bonnie Billings asked if the height is the same as single family zoning? Is there data on what remains owner occupied in previous developments Brad Reynolds has done?

Brad Reynolds said the height requirements for townhomes are the same as single family. He doesn't have data, but when he drove through a previous project recently, he did not see any for rent signs.

Council Member Heidi Robinson asked what the longest time was a unit sat unsold on the market?

Brad Reynolds said that typically they sell before they are completed; nothing over 45 days.

Mayor Dustin Gettel asked about the traffic study.

Brad Reynolds said he commissioned the traffic study, and they have to comply with local and national data. Single family homes provide more traffic than townhomes.

Mayor Dustin Gettel talked about new legislation that should prevent corporations from buying entire communities of homes and renting them. He said he believes townhomes and duplexes are part of this legislation.

Brad Reynolds said he has never sold any of his units to a corporation that rents them out. He always sells to single family buyers.

Council Member Bryant Brown discussed how he comes to his decisions on zoning changes and project approvals. He said his decisions are never based on financial gain. If a proposal is for a rental, he is always a no.

Council Member Paul Glover said he would like to have a development agreement.

Council Member Denece Mikolash said ideally single family homes would be nice but she also understands that diversity helps with affordability. She said this depends on the quality and dependability of the developer and what we bring in at the beginning.

Brad Reynolds said he is willing to do a development agreement.

Council Member Heidi Robinson said the four-way stop is troublesome and needs to be looked at. She would like to see some traffic calming devices and not just at the school crossing. There needs to be a balance between housing diversity with maintaining the

PENDING

established neighborhood.

Council Member Bryant Brown said he likes the project but would like to see a development agreement.

The Council agreed that the development agreement should be no more than what's already proposed and should include south and west side units being the single story rambler. Each of the units has to be individually subdivided lots so they can be for sale. They would like some consideration for an amenity that the entire neighborhood can use. There should be a cap of 34 units and the developer needs to work with staff to make sure there are full driveways for each unit.

ACTION: Consider Ordinance No. 2026-O-25 Authorizing a Zone Map Amendment Located at 620 E Greenwood Ave and 7500 S 700 E to Add the Duplex Overlay to the Existing Single Family Residential-1 zone.

MOTION: Council Member Bryant Brown MOVED to table the approval of Ordinance No. 2026-O-25 authorizing a zone map amendment located at 620 E Greenwood Ave and 7500 S 700 E to add the Duplex Overlay to the existing Single Family Residential-1 zone as provided in the attachments, until city staff and developer can come to terms on a development agreement under the terms that the city council came to today. The motion was SECONDED by Council Member Bonnie Billings. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote.

The voting was as follows:

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

The motion passed 4-1 in favor with Council Member Robinson casting the negative vote.

VII. CONSENT AGENDA

A. CONSIDER MINUTES OF JULY 7, 2026.

B. CONSIDER RESOLUTION NO. 2026-R-41 AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AND INSTALLATION AGREEMENT WITH MOUNTAIN WEST PRECAST FOR A 6-ROOM RESTROOM BUILDING.

MOTION: Council Member Paul Glover MOVED to Approve the Consent Agenda. The motion was SECONDED by Council Member Heidi Robinson.

PENDING

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

The voting was as follows:

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

The motion passed unanimously.

VIII. CLOSED SESSION

MAYOR: Mayor Dustin Gettel

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

STAFF: Matt Dahl, City Manager; Nate Rockwood, Assistant City Manager; Rori Andreason, HR Director/City Recorder; Garrett Wilcox, City Attorney; Jerimie Thorne, Public Works Director; Mariah Hill, Administrative Services Director; Laura Magness, Communications Director; and Adam Olsen, Community Development Director.

MOTION: Council Member Bonnie Billings MOVED to enter into a closed session to discuss pending or reasonably imminent litigation. The motion was SECONDED by Council Member Bryant Brown Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote.

The voting was as follows:

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

The motion passed unanimously.

The Council went into closed session at 8:50 p.m.

MOTION: Council Member Heidi Robinson MOVED to reconvene into open session. The motion was SECONDED by Council Member Denece

PENDING

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

The motion passed unanimously.

The Council reconvened at 9:23 p.m.

IX. ADJOURN

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

The meeting adjourned at 9:24 p.m.

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

Approved August 18, 2026

PENDING

CITY COUNCIL SPECIAL MEETING
Minutes
Tuesday, August 11, 2026

Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: Mayor Dustin Gettel

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

STAFF: Matt Dahl, City Manager; Rori Andreason, HR Director/City Recorder; Garrett Wilcox, City Attorney; Jerimie Thorne, Public Works Director; Nate Rockwood, Assistant City Manager; Mariah Hill, Administrative Services Director; Adam Olsen, Community Development Director; Laura Magness, Communications Director; Lt. Rich Wilson, UPD; Assistant Chief Justin Hoyle, UPD; Matt Pierce, IT Director; and Juan Rosario, Systems Administrator.

6:00 p.m. – SPECIAL MEETING

Mayor Dustin Gettel called the business meeting to order at 6:01 p.m.

I. GENERAL BUSINESS

A. Welcome and Pledge of Allegiance

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

II. PUBLIC HEARING

A. PUBLIC HEARING TO CONSIDER SETTING THE PUBLIC SAFETY PROPERTY TAX RATE ON ALL REAL PERSONAL PROPERTY IN MIDVALE CITY FOR CALENDAR YEAR 2026.

Mariah Hill said as part of the annual budget approval process, the City must either propose a new property tax rate or adopt the Certified Tax Rate calculated by the Salt Lake County Auditor. For 2026, the City Council adopted the Certified Tax Rate for general operations as provided by the Auditor (Resolution 2026-R-34).

Staff proposed an increase to the Public Safety Property Tax, which was first levied in Fiscal Year 2026 pursuant to Utah Code § 10-6-133.4 and is dedicated exclusively to public safety services. The proposed Midvale City Public Safety Property Tax rate for tax year

PENDING

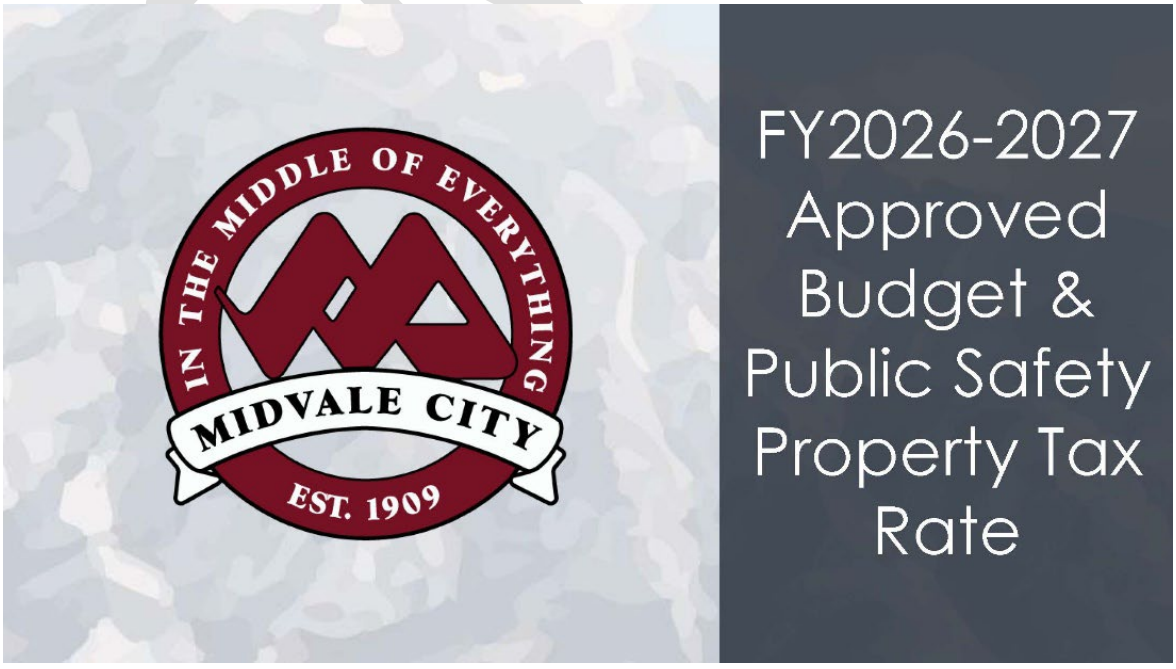
2026 is 0.000266, which is projected to generate approximately $78,814 in additional annual property tax revenue. All revenue generated by the tax will be deposited into the Public Safety Fund and used solely for public safety-related expenditures.

The largest portion of the City's public safety budget is dedicated to law enforcement services provided by the Unified Police Department (UPD). For Fiscal Year 2027, the cost of these services is projected at $14,571,337. With the increase, the public safety property tax will cover approximately 7% of the cost of UPD services. The remaining public safety expenses will be funded through State Homeless Mitigation Funding (approximately $3.2 million), motor vehicle in-lieu fees (approximately $130,000), and a transfer from the City's General Fund (approximately $10.7 million).

Based on the 2026 average residential home value in Midvale of $503,000—with a taxable value of $276,650—the public safety tax would increase the average annual property tax bill by approximately $5.53.

Midvale City has completed all requirements of the Truth-in-Taxation process for the proposed Public Safety Property Tax rate. The City adopted and made available for public inspection its tentative and interim budgets, approved property tax impact schedules, adopted resolutions declaring its intent to levy a property tax rate above the certified tax rate, and provided all required notices and advertisements. Public hearings were conducted to receive comment on both the budget (June 2, 2026) and the proposed tax increase (August 11, 2026). The City Council is now considering adoption of the proposed Public Safety Property Tax rate and levy for tax year 2026.

FISCAL IMPACT:
The proposed Midvale City Public Safety property tax will generate $78,814 in new property tax revenue and will fund a portion of the City's public safety service costs.



FY2027 Budget Timeline



Approved Budget - Overview

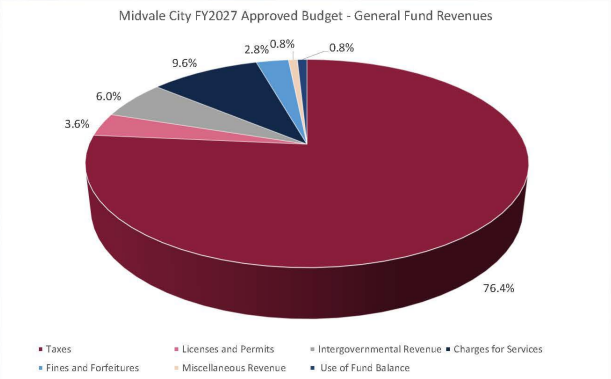
- Approved Budget – more representative language than final budget.
- No Changes since Interim Budget
- No Property Tax Increase in the General Fund

FY2027 Approved Budget Overview

General Fund - Revenues

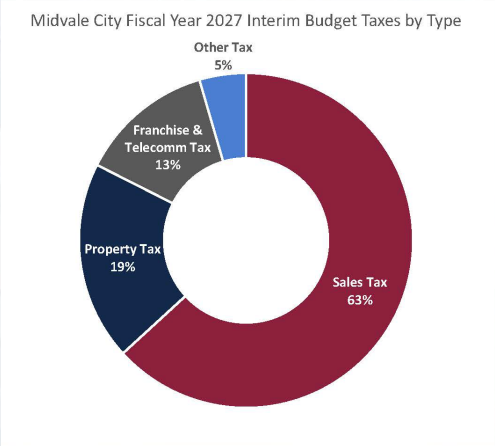
Total GF Revenues - $24,179,095
Decrease of 18.3% from FY2026

- Taxes - $18.4 million
- Licenses and Permits - $871,938
- Intergovernmental Revenue - $1.4 million
- Charges for Services - $2.3 million
- Fines and Forfeitures - $680,500
- Miscellaneous Revenue - $188,935
- Use of Fund Balance - $74,300



FY2027 Approved Budget Overview

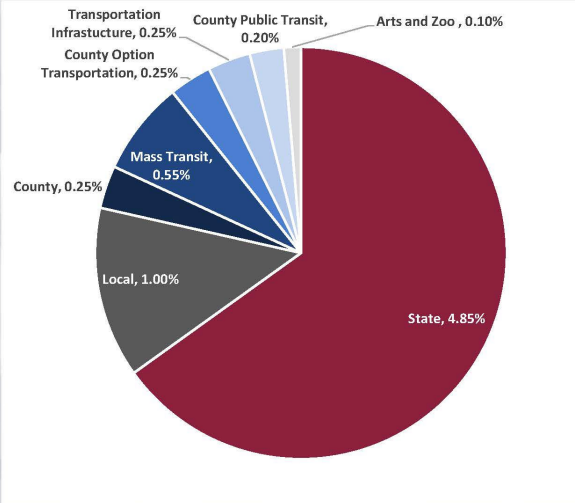
General Fund – Tax Revenues



- Sales Tax - $11.6 million
  - $375k Increase - FY 2025 Actuals
- Property Tax – $3.55 million
  - $104k Increase – New Growth/RDA Main Street
- Franchise & Telecomm Tax - $2.4 million
  - $286k Decrease
- Other Taxes - $831k
  - Delinquent Property Tax
  - Transient Room Tax
  - Motor Vehicle in Lieu of Tax

FY2027 Approved Budget Overview

Sales Tax 101





FY2027 Approved Budget Overview

General Fund – Expenditure Overview

- Personnel Increase: Approximately $350,000
  - New Allocations, 3.5% COLA, 1% Merit, Market & Mid-Point Adjustments, Benefit Increases, Removal of PT Finance Clerk, 1 FTE Reclassification
- Split of IT Operations & Equipment
- Pause of Equipment Charges: $-72,470 (Net Decrease)
- Department Wide Cuts: $-31,605
- One-Time Misc. Increases: $201,575
  - Radio Tower, Community Renewable Energy Program, Boys & Girls Club Grant, City Float, Legal Professional Services, Unemployment Claims, & Education Reimbursement
- On-Going Misc. Increases: $26,000
  - Communication Software, Sign Replacement, Planning Commission

FY2027 Approved Budget Overview

General Fund Summary - FY2027 Interim Budget	Actual FY2024	Actual FY2025	Amended FY2026	Interim FY2027	Difference	Percent Change
Expenditures:						
Mayor and City Council	365,800	365,683	347,568	398,217	50,649	14.6%
Administration	940,813	1,045,239	1,148,320	989,380	(158,940)	-13.8%
Non-Departmental	155,496	120,515	150,538	147,410	(3,128)	-2.1%
Community & Intergovernmental Relations	224,479	416,950	235,826	275,187	39,361	16.7%
Public Safety	12,369,666	14,149,738	-	-	-	0.0%
City Attorney	877,903	980,097	1,055,158	1,156,507	101,349	9.6%
Communications	223,459	234,196	266,402	218,970	(47,432)	-17.8%
Harvest days	95,127	109,749	100,000	106,000	6,000	6.0%
Human Resources	150,580	150,775	156,483	325,829	169,346	108.2%
Employee services	41,592	43,149	45,800	50,750	4,950	10.8%
Grants	12,501	12,502	-	-	-	0.0%
City Recorder	410,962	352,326	409,201	306,231	(102,970)	-25.2%
Total Administration	**$ 15,868,378**	**$ 17,980,919**	**$ 3,915,296**	**$ 3,974,481**	**$ 59,185**	**1.5%**
Adminstrative Services						
Administrative Services	207,309	217,089	239,469	253,744	14,275	6.0%
Finance	422,252	432,303	390,610	336,633	(53,977)	-13.8%
Justice Court	1,048,500	1,068,812	1,157,162	1,217,657	60,495	5.2%
Information Technology	794,048	806,285	903,793	827,557	(76,236)	-8.4%
Total Adminitrative Services	**$ 2,472,109**	**$ 2,524,489**	**$ 2,691,034**	**$ 2,635,591**	**$ (55,443)**	**-2.1%**
Public Works						
Public Works Administration	375,767	457,851	407,181	270,682	(136,499)	-33.5%
Facilities	751,948	820,051	869,051	857,522	(11,529)	-1.3%
Streets	1,016,274	960,450	1,134,860	1,263,726	128,866	11.4%
Parks	794,745	802,340	933,903	946,366	12,463	1.3%
Total Public Works	**$ 2,938,734**	**$ 3,040,692**	**$ 3,344,995**	**$ 3,338,296**	**$ (6,699)**	**-0.2%**
Community Development						
Community Development Admin	618,871	558,849	528,972	371,524	(157,448)	-29.8%
Engineering	179,550	198,468	189,947	159,653	(30,294)	-15.9%
Planning	415,173	437,220	471,886	482,453	10,567	2.2%
Code Enforcement	582	1,497	3,191	-	(3,191)	-100.0%
Building Inspection	161,778	430,843	741,671	714,708	(26,963)	-3.6%
Total Community Development	**1,375,954**	**1,626,877**	**1,935,667**	**1,728,338**	**(207,329)**	**-10.7%**
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**	**$ 24,179,095**	**$ (5,877,566)**	**-19.6%**

Administration
↑1.5%

Administrative Services
↓2.1%

Public Works
↓0.02%

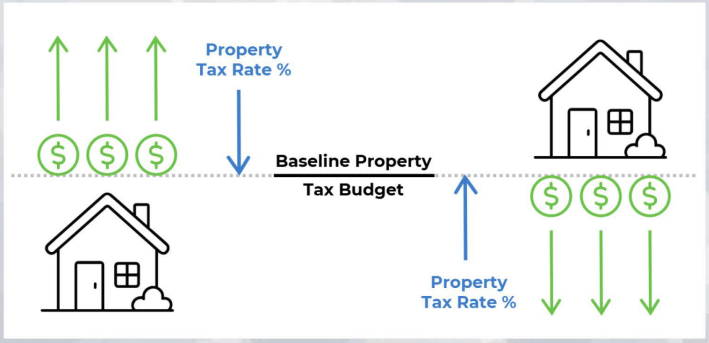
Community Development
↓10.7%

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 Approved Budget Overview

Truth-in-Taxation Process

May:

- Adopt tentative budget; issue required tax-increase statements and schedules; schedule budget public hearing

June:

- Receive tax data; hold budget public hearing; adopt general operations increased tax rate; vote to move into truth-in-taxation; and adopt interim revenue-restricted budget.

July/August:

- Complete all required valuation, public hearing, and countywide notices.

August:

- Hold truth-in-taxation hearing; adopt final budget; submit compliance documentation and file with State Auditor.

All Budget-Related Agendas:

- Include a separate Property Tax Impact Statement

FY2027 Approved 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 – Only change from Interim budget, restricted revenue for proposed increase now included in property tax revenue
- 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 – 6.8% Increase
- Unified Police Department – 2.98% Tentative Budget Increase

FY2027 Approved Budget Overview

Public Safety Special Revenue Fund

Public Safety Service Fund	Actual FY2024	Actual FY2025	Amended FY2026	Approved FY2027	Difference	Percent Change
Revenues:						
Property Tax[1]	-	-	940,561	1,026,828	86,267	0.0%
State Homeless Initiative[3]	-	-	-	3,174,596	3,174,596	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	-	-	13,748,575	10,748,122	(3,000,453)	-21.8%
TOTAL REVENUES	**-**	**-**	**14,689,136**	**15,080,546**	**391,410**	2.7%
Expenditures:						
Information Technology Equipment (Interfund)	1,488	2,113	1,837	-	(1,837)	-100.0%
Professional Services[4]	50,618	-	56,752	60,613	3,861	6.8%
Unified Police Department Contract[5]	11,351,484	11,951,605	14,150,127	14,571,337	421,210	3.0%
Animal Control Contract[6]	312,197	342,578	428,820	448,596	19,776	4.6%
Miscellaneous Supplies	-	19,340	51,600	-	(51,600)	-100.0%
Miscellaneous Services	74,514	-	-	-	-	0.0%
Total Operating	**11,790,301**	**12,315,636**	**14,689,136**	**15,080,546**	**391,410**	**2.7%**
TOTAL EXPENDITURES	**$ 11,790,301**	**$ 12,315,636**	**$ 14,689,136**	**$ 15,080,546**	**$ 391,410**	**2.7%**
FUND BALANCE - CONTRIBUTION TO (USE OF)	**-**	**-**	**-**	**-**	**-**	

FY2027 Approved Budget Overview

2026 Tax Year Information

- Total Taxable Value - $3,820,094,030 (1.41% Increase)
- Eligible New Growth Value - $33,619,796
- Average Midvale Residential Value - $503,000 (2.24% Increase)
- Average Taxable Residential Value (55%) - $276,650

FY2027 Approved Budget Overview

Proposed Public Safety Property Tax Increase

Calendar/Tax Year 2026 – 8.04% Increase

Proposed New Public Safety Property Tax Revenue - $78,814

Certified Public Safety Property Tax Rate - .000246
Proposed Public Safety Property Tax Rate - .000266

2026 Average Residential Property Value - $503,000
- Taxable Value - $276,650

Estimated Increase to Average Residential Property - $5.54 per year
Estimated Increase to Commercial Property - $10.06 per year

Purpose: Maintain current level of public safety services with contract public safety providers, including UPD, UFA, and SL County Animal Services.

FY2027 Approved Budget Overview

SALT LAKE COUNTY NOTICE OF PROPOSED TAX INCREASES

The following taxing entities are proposing to increase property tax revenues within SALT LAKE COUNTY.
Data is based on the taxing entity's average value shown below. The same value is used for both residential and commercial properties.
Concerned citizens are invited to attend the public hearings on their tax increases.

FOR FURTHER INFORMATION, CONTACT THE INDIVIDUAL ENTITIES AT THE PHONE NUMBERS SHOWN BELOW.

Entities Proposing a Tax Increase	Average Value	If approved, tax will increase	From:	To:	Additional Tax Revenue Generated Each Year If Proposed Tax Increase Is Approved	% Increase If Proposed Tax Increase Is Approved	Public Hearing Information		
							Date/Time	Location	Phone #
Town of Alta	$ 1,785,000	Residential	$ 784.42	$ 961.13	$ 92,820	22.56%	August 11, 2026 6:00 PM	10351 E Hwy 210 Alta	801-742-6011
		Commercial	$ 1,426.22	$ 1,747.52					
Canyons School District	$ 770,000	Residential	$ 1,254.41	$ 1,326.83	$ 6,871,000	5.51%	August 4, 2026 6:00 PM	9361 S 300 E Sandy	801-826-5040
		Commercial	$ 2,280.74	$ 2,412.41					
Central Utah Water Conservancy	$ 658,000	Residential	$ 142.59	$ 144.76	$ 1,237,921	1.78%	August 26, 2026 6:00 PM	1426 E 750 N Orem	801-226-7100
		Commercial	$ 259.25	$ 263.20					
Cottonwood Heights City	$ 950,000	Residential	$ 592.79	$ 841.97	$ 3,500,000	42.02%	August 11, 2026 6:00 PM	2277 Bengal Blvd Cottonwood Heights	801-944-7000
		Commercial	$ 1,077.80	$ 1,530.85					
City of Draper	$ 941,000	Residential	$ 466.83	$ 583.80	$ 2,455,712	25.12%	August 12, 2026 6:00 PM	1020 E Pioneer Rd Draper	801-576-6318
		Commercial	$ 848.78	$ 1,061.45					
Granite School District	$ 579,000	Residential	$ 1,152.47	$ 1,277.62	$ 21,115,465	10.26%	August 18, 2026 6:00 PM	2500 S State Street Salt Lake City	385-646-4700
		Commercial	$ 2,095.40	$ 2,322.95					
Herriman City Fire Service Area	$ 652,000	Residential	$ 478.37	$ 485.13	$ 205,560	2.23%	August 12, 2026 7:00 PM	5355 W Herriman Main St Herriman	801-758-7685
		Commercial	$ 869.77	$ 886.33					
Herriman City Safety Enforcement Area	$ 652,000	Residential	$ 510.29	$ 534.67	$ 512,970	4.75%	August 12, 2026 6:00 PM	5355 W Herriman Main St Herriman	801-758-7685
		Commercial	$ 927.80	$ 972.13					
Midvale City - Public Safety	$ 503,000	Residential	$ 68.06	$ 73.59	$ 78,814	8.04%	August 11, 2026 6:00 PM	7505 S Holden Street Midvale	801-567-7206
		Commercial	$ 123.74	$ 133.80					
Murray City	$ 814,000	Residential	$ 462.65	$ 488.99	$ 714,297	5.69%	August 11, 2026 6:30 PM	10 E 4800 S Murray	801-264-2613
		Commercial	$ 841.18	$ 889.07					
Salt Lake City	$ 703,000	Residential	$ 1,090.74	$ 1190.88	$ 13,793,967	9.16%	August 11, 2026 7:00 PM	451 S State Street Salt Lake City	801-535-7600
		Commercial	$ 1,983.16	$ 2165.24					
South Salt Lake City	$ 470,000	Residential	$ 644.44	$ 727.94	$ 1,836,537	12.95%	August 11, 2026 7:00 PM	220 East Morris Ave South Salt Lake City	801-483-6019
		Commercial	$ 1,171.71	$ 1,323.52					
Taylorsville City	$ 498,000	Residential	$ 224.32	$ 235.55	$ 234,800	5.02%	August 12, 2026 6:30 PM	2600 W Taylorsville Blvd Taylorsville	801-963-5400
		Commercial	$ 407.86	$ 428.28					
West Jordan City	$ 562,000	Residential	$ 395.96	$ 404.61	$ 500,418	2.21%	August 11, 2026 6:00 PM	8000 S Redwood Rd West Jordan	801-569-5000
		Commercial	$ 719.92	$ 735.66					
West Jordan Fairway Estates Special Service District	$ 537,000	Residential	$ 238.94	$ 262.57	$ 1,209	9.89%	August 11, 2026 7:15 PM	8000 S Redwood Rd West Jordan	801-569-5000
		Commercial	$ 434.43	$ 477.39					
West Valley City	$ 456,000	Residential	$ 843.05	$ 874.90	$ 1,949,129	4.93%	August 11, 2026 6:30 PM	3600 Constitution Blvd West Valley City	801-963-3235
		Commercial	$ 1,189.18	$ 1,227.10					

The Additional Ad Valorem Tax Revenue and Percentage Increases shown above represent increases over last year's property budgeted tax revenue, excluding eligible new growth.

This list is for informational purposes only and should not be relied on to determine a taxpayer's property tax liability.
For specific property tax liability information, the taxpayer should review the taxpayer's Notice of Property Valuation and Tax Changes.

Enterprise Funds - Summary

Enterprise Funds Summary				
Fund	FY2027 Interim Revenue	FY2027 Interim Expenditures	Contribution To/Use of Fund Balance	Change Since Tentative
Water	$ 8,519,391	$ 8,374,099	$ 145,292	$ 5,098
Sewer	$ 4,351,256	$ 4,110,115	$ 241,141	$ (2,045)
Storm Water	$ 2,324,490	$ 2,529,126	$ (204,636)	$ (1,735)
Sanitation	$ 1,612,625	$ 1,605,899	$ 6,726	$ (117)
Street Lighting	$ 434,263	$ 348,052	$ 86,211	$ (1,493)
Telecommunications	$ 1,039,216	$ 1,039,216	$ -	$ -

FY2027 Approved Budget Overview

Enterprise Funds – Notable Changes

All Enterprise Funds
- City-Wide Personnel Changes: New Allocations, 3.5% COLA, 1% Merit, Market, Mid-Point, & Career Ladder Adjustments, Benefit Increases
- Operation Cost Updates
- No Rate Increases

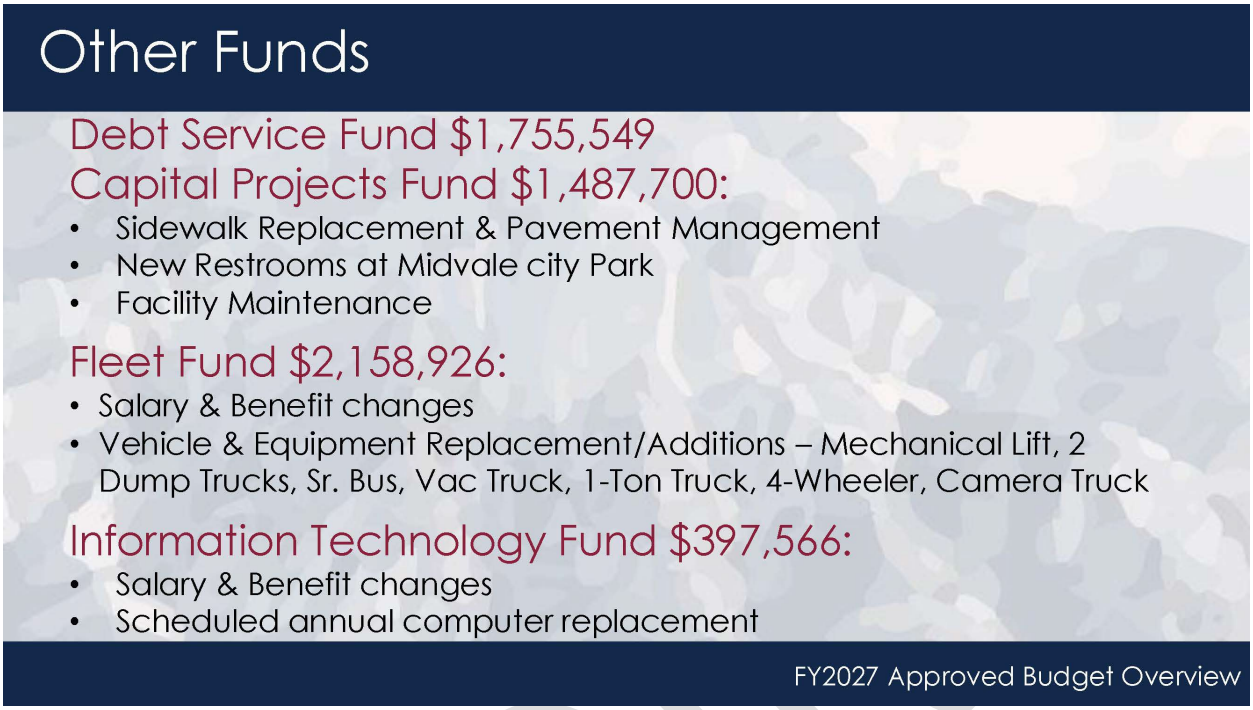
Water
- 11.5% Increase from Jordan Valley Water Conservancy District - $205K
- Funds to update Water Master Plan - $120K

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 Approved Budget Overview



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

Amy Potter, Midvale resident for 21 years, said she is not so concerned with an increase to the public safety fund; they saved her life once. In crunching numbers year over year from 2020 to 2026, the property taxes have consistently gone up. She said her taxes over the past 6 years have increased $1,519.94. Her concern is that she will be taxed out of her home. She asked why she gets billed on her property taxes by Jordan Valley Water Conservancy and Central Utah Water and then still has to pay Midvale City for water, which is water that Midvale City has purchased from Jordan Valley and Central Utah. She feels like she is being double billed.

Mayor Gettel explained that every entity listed on her property tax bill is a separate taxing entity and Midvale City does not have any say over them.

Matt Dahl said Midvale City has a specific contract with Jordan Valley Water Conservancy District for the water Midvale is using. The other agency's taxed portion is to cover their other infrastructure and general operating costs.

Council Member Bryant Brown explained that Midvale City is a small portion of the overall tax bill; not the entire tax bill.

Council Member Paul Glover said that most of the taxes go to the school district and in past years when the city has had to raise taxes the residents said they would rather have several small increases over a period of years instead of one large increase.

Julie Cluff, Midvale resident, said her frustration is that she found out about this meeting on Facebook about 45 minutes ago. There should be more public engagement. She was busy in May and June and she wishes she would have known about the meetings. She does appreciate public safety and what they do.

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

ACTION: Consider Resolution No. 2026-R-42 Setting the Public Safety Property Tax Rate at 0.000266 on All Real and Personal Property in Midvale City for Calendar Year 2026.

Council Member Heidi Robinson stated that the council has been discussing the budget for over a year. She welcomes anyone to reach out to the council at any time, in person, by phone, via email, or social media.

MOTION: Council Member Heidi Robinson MOVED to Adopt Resolution No. 2026-R-42 Setting the Public Safety Property Tax Rate at 0.000266 on all Real and Personal Property in Midvale City for Calendar Year 2026. 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 Paul Glover	**Aye**
Council Member Heidi Robinson	**Aye**
Council Member Bryant Brown	**Aye**
Council Member Denece Mikolash	**Aye**
Council Member Bonnie Billings	**Aye**

The motion passed unanimously.

III. ACTION ITEM

A. CONSIDER RESOLUTION NO. 2026-R-43 ADOPTING THE OPERATING AND CAPITAL BUDGETS FOR MIDVALE CITY, STATE OF UTAH, FOR THE FISCAL YEAR ENDING JUNE 30, 2027.

Mariah Hill said in approving the FY 2027 budgets there are several procedural steps that the City Council is required to take to be compliant with state statutes:

1. UCA 10-6-111(1) requires the Budget Officer (City Manager) to present a tentative budget for each fund within the City. The budgets must be submitted no later than the first regularly scheduled meeting in May. The City Manager and

staff presented tentative budgets for the City in a public meeting on Tuesday, May 5, 2026. The City Council was briefed on revenue estimates, provided an overview of the expenditures, and presented budget highlights. A detailed budget was also made available on the City's website www.midvale.utah.gov.

2. UCA 10-6-111(3) further requires the City Council to adopt the tentative budget at the first regularly scheduled board meeting in May, which occurred.
3. A public hearing on the tentative budget was held on June 2, 2026.
4. As part of the City's Truth-in-Taxation process, the City Council adopted an Interim Budget on June 16, 2026. The Interim Budget has served as the City's operating budget since July 1, 2026, and will remain in effect until the final budget is approved on August 11, 2026, following the Truth-in-Taxation public hearing and adoption of the public safety property tax rate.
5. A Resolution approving the Fiscal Year 2026-2027 Budget for Midvale City will be presented for your consideration on Tuesday, August 11, 2026.

FISCAL IMPACT:

FUND	**REVENUES**	**EXPENDITURES**
General	$24,179,095	$24,179,095
Debt Service	$1,755,549	$1,755,549
Public Safety	$15,080,546	$15,080,546
Capital Projects	$1,487,700	$1,487,700
Water	$8,519,391	$8,374,099
Sewer	$4,351,256	$4,110,115
Storm Water	$2,324,490	$2,529,126
Sanitation	$1,612,625	$1,605,899
Street Lighting	$424,623	$348,052
Telecommunications	$1,039,216	$1,039,216
Information Technology	$268,386	$397,566
Fleet	$1,912,477	$2,158,926

The Council expressed appreciation to Mariah Hill for all her hard work on the budget.

MOTION: Council Member Bryant Brown MOVED to Approve Resolution 2026-R-43, Approving the Operating and Capital Budgets for Midvale City, State of Utah, for Fiscal Year ending June 30, 2027. 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 Bryant Brown	**Aye**
Council Member Denece Mikolash	**Aye**
Council Member Bonnie Billings	**Aye**
Council Member Paul Glover	**Aye**
Council Member Heidi Robinson	**Aye**

The motion passed unanimously.

PENDING

IV. ADJOURN

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

The meeting adjourned at 6:30 p.m.

_____

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

Approved August 18, 2026

PENDING

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

MIDVALE CITY COUNCIL
STAFF REPORT
8/18/2026

SUBJECT

Consider Resolution No. 2026-R-44 Approving the Second Amendment to The Aaron by Signature Development Agreement

SUBMITTED BY

Elizabeth Arnold, Senior Planner

BACKGROUND AND OVERVIEW

This proposal was discussed during the July 7, 2026 City Council meeting at which time the City Council directed staff to negotiate revisions to The Aaron by Signature Development Agreement regarding building height and landscape buffes. Since that discussion, the City and the developer have negotiated the proposed Second Amendment to the Development Agreement that incorporates the changes requested by the City Council.

The Second Amendment, as provided in the attachments, would amend Section 1.3.6, Limited Building Height, to increase the maximum height of structures located within 60 feet of the west property line from 33 feet to 35 feet. The height would continue to be measured from the lowest existing grade point within the structure's footprint to the highest point of the structure. The amended 35-foot height limit is consistent with the maximum building height permitted under the RM-25 zone.

Section 1.3.7, Landscape Buffer, would be amended to establish specific requirements for the trees within the landscape buffer. The amendment specifies that trees must be selected from the Medium Trees list in the Midvale, Utah Street Tree Selection Guide, prohibits Columnar and Pyramidal tree shapes, establishes minimum spacing and a minimum 2.5-inch caliper, and limits any single tree species to no more than 50% of the trees within the Landscape Buffer.

The Second Amendment also acknowledges that the existing Small Scale Master Plan (SSMP) does not fully comply with the amended Development Agreement. The developer will therefore be required to submit an amended SSMP for Planning Commission approval that incorporates the revised building height and landscape buffer requirements.

RECOMMENDED MOTION

I move that we approve Resolution No. 2026-R-44 approving the Second Amendment to The Aaron by Signature development agreement.

ATTACHMENTS

1. Resolution No. 2026-R-44
2. Draft of the Second Amendment to The Aaron by Signature Development Agreement
3. Original Development Agreement (The Aaron by Signature)

RESOLUTION 2026-R-44

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE AARON BY SIGNATURE DEVELOPMENT AGREEMENT

WHEREAS, Utah Code Annotated Section 10-20-508 specifically authorizes a municipality to enter into development agreements containing terms the municipality considers necessary or appropriate to accomplish the purposes of the Municipal Land Use, Development, and Management Act, including an amendment to a prior development agreement; and

WHEREAS, a development agreement was entered into on March 18, 2025, for The Aaron by Signature project between Midvale City Corporation and Steven Ho and Cuiling Lao, Ho's Investment, LLC, and Signature Homes, LLC; recorded as Entry #14367131, Book 11561, Pages 5813-5830 in the Salt Lake County Recorder's Office and was subsequently amended by the First Amendment to Development Agreement for The Aaron by Signature (collectively, the "Agreement").

WHEREAS, a request has been made to further amend the Agreement to: (1) increase the maximum height of structures located within 60 feet of the west property line from 33 feet to 35 feet; and (2) establish specific requirements for the trees within the landscape buffer; and

WHEREAS, The Aaron by Signature, LLC and Midvale City have negotiated the proposed Second Amendment to the Agreement and, as of the date of this Resolution, agree to enter into the Second Amendment to The Aaron by Signature Development Agreement; and

WHEREAS, the City Council has thoroughly reviewed the proposed Second Amendment to the Agreement and finds that entering into the Second Amendment will further the development of The Aaron by Signature while maintaining the benefits received by the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Midvale City, Utah that the Second Amendment to The Aaron by Signature Development Agreement is hereby approved, and the Mayor is authorized to execute the Second Amendment on behalf of the City.

APPROVED AND ADOPTED this 18th day of August, 2026.

_____
Dustin Gettel, Mayor

ATTEST:

_____
Rori Andreason, MMC
City Recorder

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

Attachment A:

When recorded, return to:
Midvale City
7505 S. Holden Street
Midvale City, UT 84047
Attn: Midvale City Recorder

SECOND AMENDMENT TO
DEVELOPMENT AGREEMENT
(The Aaron by Signature)
Midvale City, Utah

This SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this "***Second Amendment***") is made and entered into as of _____, 2026 (the "***Second Amendment Date***"), by and among The Aaron by Signature, LLC, a Utah limited liability company ("***Developer***"), and Midvale City, a Utah municipal corporation and political subdivision of the State of Utah ("***City***"). Developer and City are sometimes hereinafter referred to collectively as the "***Parties***" and individually as a "***Party***".

Recitals:

WHEREAS, the Parties entered a certain Development Agreement, dated March 18, 2025 (the "***Agreement***"), for the development of the Property, consisting of certain real property consisting of approximately 1.67 acres of land located at 7444 S State Street and 58 W 7500 S, Midvale Utah, 84047, as more fully described in Exhibit A to this Amendment;

WHEREAS, the Parties amended the Agreement on June 17, 2025 (the "***First Amendment***," and together with the Agreement as further amended, restated, supplemented or otherwise modified from time to time, the "***Amended Development Agreement***"); and

WHEREAS, the Developer purchased the Property from the Owners on June 17, 2025; and

WHEREAS, the Parties desire to amend the Amended Development Agreement to increase the Height Limit because of grading issues on the Property; and

WHEREAS, the Parties desire to execute this Second Amendment in order for the Developer to provide a waiver and release to the City.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made herein, and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals Incorporated**. The foregoing recitals are true and correct and are incorporated herein for all purposes.

2. **Definitions**. All capitalized terms used, but not defined herein shall have the meaning given such term in the Amended Development Agreement.

3. **Amendment.**

(a) Section 1.3.6 of the Amended Development Agreement is hereby amended and restated in its entirety as follows:

1.3.6 **Limited Building Height**. Developer agrees to limit the height of any structure within sixty (60) feet of the west property line of the Project to thirty-five (35) feet, as measured from the lowest existing grade point within the structure's footprint to the highest point of the structure (the "Height Limit"). Developer shall ensure that no structure within sixty (60) feet of the west property line of the Project exceeds the Height Limit under any circumstances.

(b) Section 1.3.7 of the Amended Development Agreement is hereby amended and restated in its entirety as follows:

1.3.7 **Landscape Buffer**. Developer agrees to build an eight (8) foot fence and plant trees within ten (10) feet of the west property line of the Project (the "Landscape Buffer"). Trees shall be selected from the Medium Trees list found in the Midvale, Utah Street Tree Selection Guide ("the Guide"). No Columnar or Pyramidal shaped tree species shall be allowed. Trees shall be installed in accordance with the minimum spacing recommendations contained in the Guide and the approved SSMP. When two trees of different species are planted adjacent to each other, the spacing of the two trees will be determined by the adding the two species' minimum spacing recommendation from the Guide and dividing by two. The minimum caliper for the trees shall be 2.5 inches. No single tree species shall comprise more than fifty percent (50%) of the trees within the Landscape Buffer. The Landscape Buffer will be reflected in the approved SSMP. Developer shall be responsible for the maintenance of the Landscape Buffer until the maintenance of the Landscape Buffer has been transferred to the Homeowners Association, which includes replacing any trees that are diseased, dead, or fail to thrive. Developer shall ensure that all planting and maintenance activities comply with all applicable state and federal regulations and shall obtain any necessary permits and approvals from relevant authorities. The installation of the Landscape Buffer must be completed prior to the issuance of any certificate of occupancy. Developer shall require the Homeowners Association, as more fully described in Subsection 1.3.11 of this Agreement, to be responsible in perpetuity for the maintenance of the Landscape Buffer including, but not limited to, maintaining the Landscape Buffer fence in good repair and replacing any trees in the Landscape Buffer that die or become diseased with healthy trees as identified in the approved SSMP.

(c) Developer acknowledges that the original SSMP, even with the execution of this Second Amendment, does not meet the terms of the Amended Development Agreement. Developer is required to submit and receive approval of an amended SSMP that complies with the Amended Development Agreement and all Applicable Laws ("Amended SSMP"). The Parties agree that the Amended SSMP will replace the SSMP that was incorporated as part of the Amended Development Agreement under Section 1.3.1 of Agreement. The Amended SSMP will replace the SSMP in its entirety and be incorporated by reference in the Amended Development

Agreement upon approval by the Midvale City Planning Commission.

4. **Ratification of Agreement.** The Amended Development Agreement is hereby modified and amended to give effect to this Second Amendment. All terms and provisions of the Amended Development Agreement not modified or amended by this Second Amendment shall remain in full force and effect, and the Amended Development Agreement, as modified herein, is hereby ratified, confirmed and approved in all respects by the Parties.

5. **Waiver.** In order to entice the City to agree to this Second Amendment and as material consideration of this Second Amendment, Developer waives and releases any and all suits, claims, demands, allegations, charges, liabilities, damages, and causes of actions whatsoever in law or equity under federal, state, municipal or local statute, law, ordinance, regulation, constitution, or common law, whether known or unknown, which Developer has ever had or now has as of the Second Amendment Date against the City and its officials, officers, employees, agents, and volunteers.

6. **Miscellaneous.** The following provisions shall apply with respect to this Amendment:

(a) In the event of any conflict between Agreement, the First Amendment, and this Second Amendment, the terms and conditions of this Second Amendment shall control.

(b) This Second Amendment may be executed in counterparts, each of which (or any combination of which) when signed by all of the Parties shall be deemed an original, but all of which when taken together shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to be effective as of the Second Amendment Date.

[Signature Pages to Follow]

CITY:

MIDVALE CITY

_____
Dustin Gettel, Mayor

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

APPROVED AS TO FORM:

_____
Garrett Wilcox, City Attorney

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the _____ day of _____, 2026, personally appeared before me Dustin Gettel, whose identity is personally known to me or proven on the basis of satisfactory evidence, who being by me duly sworn did say they were the Mayor of Midvale City, and that the Second Amendment to Development Agreement was signed by him in behalf of Midvale City by Resolution of its City Council, and said Mayor acknowledged to me that Midvale City executed the same.

_____

Notary Public
Residing at:

_____

My Commission Expires:

_____

DEVELOPER:

The Aaron by Signature, LLC

By: _____

Name: _____

Title: _____

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the _____ day of _____, 2026, personally appeared before me _____, whose identity is personally known to me or proven on the basis of satisfactory evidence, who being by me duly sworn did say he/she is the _____ of The Aaron by Signatures, LLC and that the Second Amendment to Development Agreement was signed by him/her in behalf of said Corporation by Authority of its Bylaws or resolution of its Board of Directors, and said _____ acknowledged to me that said Corporation executed the same.

_____

Notary Public
Residing at:

_____

My Commission Expires:

_____

Exhibit A
Legal Description

Parcel 1:

Commencing in the center of State Street 20 rods South and 11.4 rods East from the East Quarter corner of Section 25, Township 2 South, Range 1 West, Salt Lake Meridian; thence North 14 feet; thence West 215 feet; thence North 66 feet; thence West 35 feet; thence North 20 feet; thence West 410 feet; thence South 90 feet; thence East 40 rods to beginning.

Less any portion located within State Street.

Also, less and excepting:

Beginning at a point in the Easterly boundary line which is 330.00 feet South and 138.00 feet East from the West Quarter corner of said Section 30, said point is also approximately 45.90 feet perpendicularly distant Westerly from the control line of said project opposite Engineer Station 202+00.03; and running thence South 00°53'10" West 4.49 feet along the Westerly right of way line of the existing Highway State Route 89, to the Southerly boundary line of said entire tract; thence North 89°06'50" West 3.60 feet along said Southerly boundary line to a line parallel with and 49.50 feet perpendicularly distant Westerly from said control line; thence North 00°50'51" East 18.45 feet along said parallel line to a point in the Northerly boundary line of said entire tract; thence North 89°59'43" East 3.59 feet along said Northerly boundary line; thence South 00°49'30" West 14.01 feet along said Westerly right of way line to the point of beginning, as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Parcel No.: 21-25-427-047

Parcel 2:

Commencing 240 feet South and 29 rods West from the East Quarter corner of Section 25, Township 2 South, Range 1 West, Salt Lake Meridian; thence South 90 feet; thence West 42.9 feet, more or less; thence North 90 feet; thence East 42.9 feet, more or less, to beginning.

Parcel No.: 21-25-427-009

Parcel 3:

The land hereinafter referred to is situated in the City of Midvale, County of Salt Lake, State of Utah, and is described as follows:

Commencing North 1996.50 feet and West 504.95 feet from the Southeast corner of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence West 28.00 feet; thence North 346.50 feet; thence East 123.00 feet; thence South 88.51 feet; thence South 85°21'58" West 95.31 feet; thence South 250.29 feet to the point of beginning.

Parcel No.: 21-25-427-036

Parcel 4:

Beginning at a point in the center of State Street 316.0 feet South and 11.4 rods East from the Northeast corner of the Southeast Quarter of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence West 215.0 feet; thence North 56 feet, more or less, to the fence line referenced in that certain Boundary Line Agreement, recorded May 29, 1953, as Entry No. 1331552, in Book 1010, at Page 646; thence East along said line 215.0 feet; thence South 56 feet, more or less, to the point of beginning.

Less and excepting that portion conveyed to Midvale City Corporation, in Quit Claim Deed, recorded November 2, 2007, as Entry No. 10265608, in Book 9533, at Page 1864, and described as follows:

Beginning at a point on the centerline of State Street, said point lying South 316.00 feet and East 188.10 feet, more or less, from the East Quarter corner of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 00°35’25” East 56 feet; thence North 89°18’45” West 53.00 feet; thence South 00°35’25” West 56 feet; thence South 89°18’45” East 53 feet to the point of beginning.

Less and excepting therefrom that portion conveyed to Utah Department of Transportation, as disclosed by Warranty Deed, recorded October 19, 2010, as Entry No. 11055874, in Book 9869, at Page 8833, of official records, being more particularly described as follows:

A parcel of land in fee for the widening of the existing Highway State Routh 89 known as Project No. S-0089(173)316, being part of an entire tract of property situate in the Northwest Quarter of the Southwest Quarter of Section 30, Township 2 South, Range 1 East, Salt Lake Base and Meridian, the boundary of said parcel of land are described as follows:

Beginning at the Southeast corner of said entire tract in the Westerly right of way line of the existing Highway State Route 89 which corner is 316.29 (316.0 feet by record) feet South and 134.34 feet (11.4 rods by record) East from the West Quarter corner of said Section 30, said corner is also approximately 45.91 feet perpendicularly distant Westerly from the control line of said project opposite Engineer Station 202+14.04; and running thence South 89°59’26” West (West by record) 3.59 feet along the Southerly boundary line of said entire tract to a line parallel with and 49.50 feet perpendicularly distant Westerly from said control line; thence North 00°60’34” East 56.08 feet along said parallel line to the Northerly boundary line of said entire tract; thence North 89°58’09” East (East by record) 3.57 feet along said Northerly boundary line to the Northeast corner of said entire tract; thence South 00°49’13” West (South by record) 56.08 feet along said Westerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Note: Rotate all bearings in the above description 00°00’17” clockwise to obtain highway bearings.

Parcel 4A:

A right of way appurtenant to Parcel 4, as disclosed by the Warranty Deed, recorded July 14, 2006, as Entry No. 9783218, in Book 9322, at Page 2465, of official records, over the following:

Beginning in the center of State Street 330.0 feet South and 11.4 rods East from the Northeast corner of the Southeast Quarter of said Section 25; and running thence North 14 feet; thence West 215.0 feet; thence South 14.0 feet; thence East 215.5 feet to the place of beginning.

Parcel 4B:

A right of way appurtenant to Parcel 4, as disclosed by the Warranty Deed, recorded July 14, 2006, as Entry No. 9783218, in Book 9322, at Page 2465, of official records, over the following:

Beginning at a point in the center of State Street 330.0 feet South and approximately 11.4 rods East of the Northeast corner of the Southeast Quarter of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence West 215.0 feet; thence South 2.0 feet; thence South 89°19’ East 215.0 feet; thence North 4.56 feet to the point of beginning.

Parcel No.: 22-30-301-012

RESOLUTION 2025-R-13

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT WITH STEVEN HO AND CUILING LAO, HO'S INVESTMENT, LLC, AND THE AARON BY SIGNATURE, LLC FOR THE DEVELOPMENT OF APPROXIMATELY 1.67 ACRES OF LAND LOCATED AT 58 W 7500 S AND 7444 S STATE ST, MIDVALE, UTAH 84047.

WHEREAS, pursuant to Utah Code Annotated Sections 10-9a-102 (2) of the Utah State Code, Midvale City (the "City") is authorized as follows: "To accomplish the purposes of this chapter, municipalities may enact all ordinances, resolutions, and rules and may enter into other forms of land use controls and development agreements that they consider necessary or appropriate for the use and development of land within the municipality, including ordinances, resolutions, rules, restrictive covenants, easements, and development agreements governing uses, density, open spaces, structures, buildings, energy efficiency, light and air, air quality, transportation and public or alternative transportation, infrastructure, street and building orientation and width requirements, public facilities, fundamental fairness in land use regulation, considerations of surrounding land uses and the balance of the foregoing purposes with landowner's private property interests, height and location of vegetation, trees, and landscaping, unless expressly prohibited by law"; and

WHEREAS, The Planning Commission held a public hearing on August 14, 2024, to review the request for rezone and, after considering all of the information received, made a recommendation to deny said rezone to the City Council; and

WHEREAS, the City Council of Midvale City, Utah held a public hearing on September 17, 2024 to consider the request and tabled the rezone pending a development agreement; and

WHEREAS, a request has been made for a development agreement to accompany a rezone request for approximately 1.67 acres of land located at 58 W 7500 S and 7444 S State St as included in Attachment A; and

WHEREAS, the City Council of Midvale City, Utah took action on March 18, 2025 and approved the rezone request; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Midvale City, Utah hereby authorizes the Mayor to sign the development agreement, included as Attachment A, with Steven Ho and Cuiling Lao, Ho's Investment, LLC, and The Aaron by Signature, LLC for the development of approximately 1.67 acres of land located at 58 W 7500 S and 7444 S State St, Midvale, Utah, 84047.

APPROVED AND ADOPTED this 18th day of March, 2025.

Dustin Gettel, Mayor

ATTEST:

Rori Andreason, MMC
City Recorder

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

Attachment A:

14367131 B: 11561 P: 5813 Total Pages: 17
04/04/2025 01:45 PM By: jlucas Fees: $0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: MIDVALE CITY
7505 S HOLDEN STREETMIDVALE UT 84047

When recorded, return to:
Midvale City
7505 S. Holden Street
Midvale City, UT 84047
Attn: Midvale City Recorder

DEVELOPMENT AGREEMENT
(The Aaron by Signature)
Midvale City, Utah

This DEVELOPMENT AGREEMENT (this "Development Agreement" or "Agreement"), dated as of the 18th day of March, 2025 (the "Effective Date"), is entered into by and between Steven Ho and Cuiling Lao, individuals, and Ho's Investment, LLC, a Utah limited liability company (collectively, the "Owners"), Signature Homes, LLC, a Utah limited liability company ("Developer"), and Midvale City, a Utah municipal corporation and political subdivision of the state of Utah ("Midvale City" or "City"). Owners, Developer, and City are sometimes referred to herein individually as a "Party," and collectively as the "Parties."

A. **Property.** Developer has the option to purchase certain real property within Midvale City from Owners (as more particularly defined in Exhibit A, attached hereto and incorporated herein, the "Property"). Owners own the Property and have consented to their property being subject to this Development Agreement.

B. **The Aaron by Signature.** Developer intends to construct on the Property a residential master planned development project (as more particularly defined in Section 1.2 below, the "The Aaron by Signature" or "Project").

C. **Zoning.** The Developer, with the consent of the Owners, applied for the Property to be rezoned, pursuant to the City's Zoning Ordinance, as Multifamily Residential-Medium to High Density (RM-25). This zone, described in Chapter 17-7-4 of the Midvale City Municipal Code, establishes the procedural and substantive requirements for approval by the City for development on the Property. The Midvale Planning Commission heard the Developer's application on August 14, 2024. In exchange for the Owners' and Developer's voluntary restrictions on the development of the Project included in this Development Agreement, the City Council held a public hearing and approved the Developer's application with Ordinance No. 2025-C-4 on Mar 18, 2025.

D. **State Authority.** Pursuant to its authority under Utah Code Ann. § 10-9a-101, *et seq.*, Midvale City is authorized to enter into development agreements as provided therein. The City, through its exercise of its legislative discretion, desires to enter into this Development Agreement in order to further its land use policies, goals, and objectives and to obtain the benefits for the City provided herein.

NOW, THEREFORE, in consideration of the above recitals, terms of this Development Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
THE AARON BY SIGNATURE

1.1 **Legal Description of Property.** The Property that is the subject of this Agreement consists of approximately 1.67 acres of land located at 7444 S State Street and 58 W 7500 S, Midvale, Utah, 84047 and is more particularly described in Exhibit A.

1.2 **Description of Project.** The Aaron by Signature covered by this Development Agreement consists of an approximately 1.67-acre residential master planned development, with 27 dwelling units constructed as single-family residential townhomes, private streets, common areas, and other improvements that complies with the restrictions in this Development Agreement and Applicable Laws, as more fully described in Section 2.4 of the Development Agreement. For the purposes of this section, "dwelling unit" means the same as that term is defined in the Applicable Laws. No accessory dwelling units, accessory apartments, or occupied accessory buildings may be constructed as part of the Project unless otherwise provided herein. The Developer can voluntarily reduce the number of dwelling units without amending this Development Agreement so long as the Project meets the requirements of this Agreement and Applicable Laws.

1.3 **Development of the Project.**

1.3.1 **Small Scale Master Plan Approval.** Developer must obtain approval of a Small Scale Master Plan ("SSMP") from the City prior to commencement of any development activity. The SSMP must comply with this Agreement and all Applicable Laws. The City shall not require amendment of the SSMP unless a major modification to the SSMP is proposed. For purposes of this Section, a major modification means a change that revises the number of dwelling units, configuration of buildings, accesses, site circulation or parking areas, or changes in building massing and height, but does not mean the addition of features, improvements, or amenities, including recreational amenities. The City's Community Development Director may exercise discretion to determine whether a major modification is proposed that would require an amendment of the SSMP. Upon approval of the SSMP, the SSMP will be incorporated into this Development Agreement by reference.

1.3.2 **Public Improvements.** Developer is responsible for the public improvements necessary to service the Project.

1.3.3 **Completion of Common Area Recreation Amenities.** Developer must improve the Project with functional outdoor recreation amenity areas for residents of the development in accordance with the approved SSMP for the Project (the "Common Area Amenities").

1.3.3.1 All Common Area Amenities shall be in place or bonded for prior to issuance of the first certificate of occupancy of the Project. If seasonal conditions make installation of part or all of the Common Area Amenities unfeasible, then Developer may defer installation of the affected Common Area Amenity by posting one or more Common Area Amenity bonds consistent with the City's bonding policies and Utah law. These bonds must provide the financial security for the uninstalled Common Area Amenities including, but not limited to, materials, labor, and other improvements. If a bond is provided, all uninstalled Common Area Amenities must be installed within six months or by the following May 31, whichever comes later. Bonds will be released in accordance with Utah Code Annotated § 10-9a-604.5.

1.3.4 **Open Space and Landscaping.**

1.3.5.1 Developer agrees to complete the required open space and landscape improvements in accordance with the approved SSMP for the Project.

1.3.5.2 All common area landscaping of the Project must be in place prior or bonded for prior to issuance of the first certificate of occupancy of the Project except that the sidewalks may be installed upon completion of the Project. Landscaping associated with a specific unit must be installed or bonded for prior to issuance of a certificate of occupancy for that unit. If seasonal conditions make installation of part or all of the common area or a specific unit landscaping unfeasible, then Developer may defer installation of the affected common area or specific unit landscaping by posting one or more landscape bonds consistent with the City's bonding policies and Utah law. These bonds must provide the financial security for the uninstalled landscape improvements including, but not limited to, fencing, pedestrian hardscapes, plant materials, irrigation components, labor, and other landscape improvements. If a bond is provided, all uninstalled landscaping must be installed within six months or by the following May 31, whichever comes later. Bonds will be released in accordance with Utah Code Annotated § 10-9a-604.5.

1.3.5 **Thematic Elements.** Developer agrees to implement a common theme and consistency with certain elements within the Project. These thematic elements shall be established by the approved SSMP.

1.3.6 **Limited Building Height.** Developer agrees to limit the height of any structure within sixty (60) feet of the west property line of the Project to thirty-three (33) feet, as measured from the lowest existing grade point within the structure's footprint to the highest point of the structure (the "Height Limit"). Developer shall ensure that no structure within sixty (60) feet of the west property line of the Project exceeds the Height Limit under any circumstances.

1.3.7 **Landscape Buffer.** Developer agrees to build an eight (8) foot fence and plant trees ten (10) feet on center within ten (10) feet of the west property line of the Project (the "Landscape Buffer"). The Landscape Buffer will be reflected in the approved SSMP. The Landscape Buffer shall consist of tree species that are suitable for the local climate and soil conditions. The trees within the Landscape Buffer shall be planted at intervals that will allow them to grow into a continuous buffer over time. Developer shall be responsible for the maintenance of the Landscape Buffer until the trees have fully established a landscape buffer, which includes replacing any trees that fail to thrive. Developer shall ensure that all planting and maintenance activities comply with all applicable state and federal regulations and shall obtain any necessary permits and approvals from relevant authorities. The installation of the Landscape Buffer must be completed prior to the issuance of any certificate of occupancy. Developer shall require the Condominium Unit Owners' Association, as more fully described in Subsection 1.3.11 of this Agreement, to be responsible in perpetuity for the maintenance of the Landscape Buffer including, but not limited to, maintaining the Landscape Buffer fence in good repair and replacing any trees in the Landscape Buffer that die or become diseased with healthy trees as identified in the approved SSMP.

1.3.8 **Preexisting Easement Use.** In order to prevent access to the preexisting easement on Salt Lake County Recorder Parcel No. 21-25-427-036-0000 (the "Easement"), Developer agrees to plant screening shrubs three (3) feet on center within five (5) feet of a line extending from the northwest corner of Parcel No. 21-25-427-052-0000 due west to the property line of Parcel No. 21-25-427-008-0000. Developer, Owners, and future residents of the Project shall not use the Easement for ingress or egress purposes. Notwithstanding the restriction on ingress and egress, the Developer and Owners may use the Easement for utility purposes, including but not limited to the installation, maintenance, and repair of utility lines. The planting of the shrubs under this Subsection must be completed prior to the issuance of any certificate of occupancy.

1.3.9 **Future Subdivision Required.** Prior to any certificate of occupancy being issued for the Project, Developer shall further subdivide the Property into individual units and common

area with a condominium plat (the "Condo Plat"). The Condo Plat shall be reviewed and must comply with Midvale City Municipal Code and Utah Code.

1.3.10 **Prohibition on Holding or Renting.** Developer agrees that all units within the Project shall be sold to third-party buyers and shall not be held or rented by the Developer under any circumstances. Developer is expressly prohibited from holding or renting any townhomes within the Project.

1.3.11 **Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") and Condominium Unit Owners' Association.** The Project shall have a condominium unit owners' association which complies with the Condominium Ownership Act, Utah Code Ann. §§57-8-1 *et seq.*, and which, among other things, shall be responsible for the short- and long-term maintenance of private parking lots, common areas and facilities, common area landscaping, other common area responsibilities, and the Landscape Buffer. These maintenance obligations shall be more particularly set forth in the association's CC&Rs for the Project and shall be recorded with the Project's subdivision plat.

1.3.12 **Security for Off- and On-Site Public Improvements.** Developer agrees to complete all required off-site and on-site public improvements related to the Project in accordance with the approved SSMP. Developer must post one or more applicable infrastructure bonds for the Project consistent with the City's infrastructure bonding policies and Utah law. These bonds must provide the financial security for the public improvements including, but not limited to, water connections and main lines, curb and gutter, public sidewalk and street improvements, surface drainage, street trees, street lighting, and other public improvements. Applicable infrastructure bonds pertaining to public improvements must be in place prior to any construction of the Project or a subdivision plat being recorded for the Project.

1.4 **Vested Rights.** Subject to Section 1.5, the City acknowledges and agrees that Developer and Owners have a vested right to develop and construct the Project described herein in accordance with the provisions of the Midvale City Municipal Code in effect on the date hereof; provided that Developer and Owners acknowledge and agree that the construction and operation of the Project is subject to this Development Agreement and all Applicable Laws as defined in Section 2.4.

1.5 **Reserved Legislative Powers and Zoning Authority of the City.** Notwithstanding the provisions of Section 1.4, Developer and Owners acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all of its police power that cannot, as a matter of law, be limited by contract. The City further agrees that, notwithstanding the retained power of the City to enact legislation under its police powers, such legislation may only be applied to modify the vested rights of Developer and Owners under the terms of this Agreement if the Developer and Owners consent to such legislation or such legislation is based upon policies, facts, and circumstances that are sufficient to satisfy the compelling countervailing public interest exception to the vested rights doctrine of the State of Utah. The City further agrees that any such proposed legislative changes that may affect the vested rights of the Project must be of general application to all development activity within the City. The City further agrees that, unless in good faith the City declares an emergency, Developer and Owners are entitled to prior written notice and an opportunity to be heard with respect to any proposed legislative change that may modify vested rights under this Agreement under the compelling, countervailing public interest exception to the vested rights doctrine.

Article II
General Terms and Conditions

2.1 **Rights of Access.** For the purpose of ensuring compliance with this Development Agreement, upon reasonable advanced notice to Developer and during reasonable times, representatives of the City have the right of access to the Property and all buildings and structures thereon without charges or fees, during the period of construction for the purposes of this Agreement. Such representatives must comply with all safety rules of Developer and its general contractor, including signing a standard construction area release. In addition, upon reasonable advanced notice to Developer, the City has the right to enter the Property or any buildings or improvements thereon at all reasonable times for the purpose of exercising the City's remedies, including cure rights contained in this Agreement and for the construction, reconstruction, maintenance, repair, or service of any public improvements or public facilities located on the Property.

2.2 **Construction Parking.** During construction, the Developer must inform its employees, contractors, and subcontractors that they are restricted from parking on public streets during the first 80% of the construction of the Project. In the event that its employees, contractors, or subcontractors park on a public street, the City may require the Developer to correct the issue within a reasonable amount of time. During the last 20% of the construction of the Project, the Developer's employees, contractors, and subcontractors may park on public streets in accordance with applicable law.

2.3 **Construction of Agreement.** Each Party has jointly participated in the drafting of this Agreement, which each Party acknowledges is the result of extensive negotiations between the Parties. Accordingly, the Parties agree that in the event an ambiguity or question of intent arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement. Furthermore, the Parties agree that this Development Agreement must be constructed and interpreted to ensure that the Developer and Owners comply with the requirements and conditions of the Applicable Laws.

2.4 **Applicable Laws.** Where this Development Agreement refers to laws of general applicability to the Project, that language refers to ordinances which apply generally to other similarly situated, subdivided properties within Midvale City and any other applicable laws, rules, or regulations, which apply to the ownership, development, and use of the Property, whether or not in existence on the date hereof, including without limitation any such ordinances, rules, or regulations in existence on the date hereof that are subsequently amended or deleted (individually and collectively, the "Applicable Laws"). Except as otherwise provided in Section 1.5, the Applicable Laws adopted on or after the date hereof may not apply to the Project if such laws would have a materially adverse effect on the Developer's vested rights described herein.

2.5 **Agreements to Run with the Land.** This Development Agreement must be recorded against the Property. The agreements contained herein run with the land and are binding on and insure to the benefit of all successors and assigns of the Developer and Owners in the development of any portion of the Project.

2.6 **Release of Developer:** In the event of a transfer of the Project, Developer must obtain an assumption by the transferee of the obligations under this Development Agreement, and, in such an event, the transferee will be fully substituted as Developer under this Development Agreement. Following recording of such assumption of obligations, the Developer executing this Development Agreement is released from any further obligations with respect to this Development Agreement. The Developer must notify the City of any transfer of the Project.

2.7 **Duration; Survival of Obligations and Rights.** The term of this Development Agreement will commence on the date this Development Agreement is executed by the Parties and will

continue for a period of five (5) years unless the Development Agreement is either terminated as provided herein or by agreement of the Parties, or the Development Agreement is extended by written agreement of the Parties or as described in the following sentence. In the event that this Agreement is set to terminate at the conclusion of the five-year period and there are site plans that have been given final approval or there are other improvements that Developer was obligated to construct or make in connection with or as a condition of such final approval, this Development Agreement will automatically be extended with respect to the aforementioned site plans and improvements and will expire upon issuance of all certificates of occupancy for construction associated with such site plans and City acceptance of such improvements.

2.8 **Notices:** Any notice, confirmation, or other communication hereunder must be given in writing by hand delivery (receipted), nationally recognized, overnight courier service, or United States mail to the following addresses or numbers:

Midvale City:

Midvale City Manager
Midvale City
7505 S. Holden Street
Midvale City, UT 84047

Midvale City Community Development Director
Midvale City
7505 S. Holden Street
Midvale City, UT 84047

Midvale City Attorney
Midvale City
7505 S. Holden Street
Midvale City, UT 84047

Developer:

Jahangere Semnani
Signature Homes, LLC
630 E South Temple
Salt Lake City, Utah 84102

Any Party hereto may change its address by notice given to the other Parties in the manner required for other notices above.

2.9 **Severability.** If any provision of this Development Agreement, or the application of such provision to any person or circumstance, is held invalid, the remaining provisions of this Development Agreement, or the application of such provision to the persons or circumstances other than those to which it is held invalid, may not be affected thereby or considered invalid. If any part or provision of this Development Agreement is determined to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, then such a decision may not affect any other part or provision of this Development Agreement except that specific provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Development Agreement is deemed invalid due to its scope or breadth, such provision must be deemed valid to the extent of the scope or breadth permitted by law.

2.10 **No Third-Party Rights.** This Development Agreement does not create any third-party beneficiary rights. It is specifically understood by the Parties that: (a) the development of the Property under this Development Agreement is a private development; (b) the City has no interest in or responsibilities for or duty to third parties concerning any improvements on the Property; and (c) Developer and Owners have full power over and exclusive control of the Property subject to the obligations of Developer and Owners under this Development Agreement and all Applicable Laws.

2.11 **Integration.** Except as otherwise specified and agreed in writing, this Development Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature, and may only be modified by a subsequent writing, duly executed by the Parties hereto. By this reference, the foregoing recitals and the attached exhibits are incorporated in and made a part of this Development Agreement.

2.12 **Further Assurances.** The Parties to this Development Agreement agree to reasonably cooperate with each other in effectuating the terms and conditions of this Development Agreement and, further, agree to execute such further agreements, conveyances, and other instruments as may be required to carry out the intent and purpose of this Development Agreement.

2.13 **Waiver; Time of Essence.** No failure or delay in exercising any right, power, or privilege hereunder on the part of any Party may operate as a waiver thereof. No waiver may be binding unless executed in writing by the Party making the waiver. Time is of the essence of this Development Agreement.

2.14 **Obligations and Rights of Mortgage Lenders.** Developer or Owners may finance the Property and may execute one or more mortgages, deeds of trust, or other security arrangements with respect to the Property and may assign this Development Agreement to a holder of any such financial instrument without prior written notice to or consent of the City. The holder of any mortgage, deed of trust, or other security arrangement with respect to the Property, or any portion thereof, may not be obligated under this Development Agreement by virtue of such assignment to construct or complete improvements or to guarantee such construction or completion, but is otherwise bound by all of the terms and conditions of this Development Agreement which pertain to the Property or such portion thereof in which it holds an interest. Any such holder who comes into possession of the Property, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, takes the Property, or such portion thereof, subject to all requirements and obligations of this Development Agreement and any pro rata claims for payments or charges against the Property, or such portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder comes into possession. Nothing in this Development Agreement may be deemed or construed to permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Development Agreement, and, as would be the case in any assignment, the purchaser of the Property from the holder is subject to all of the terms and conditions of this Development Agreement, including the obligation to complete all required amenities and improvements. Additionally, nothing herein may be so construed as to prohibit a mortgage or deed of trust holder from providing security for the standard installation of development improvements pursuant to the Applicable Laws.

2.15 **Disputes.** In the event that a dispute arises in the interpretation or administration of this Development Agreement, the disputing Party will provide written notice to the other Party of the dispute with reasonable specificity. The Parties agree to negotiate a resolution in good faith. If the negotiation does not resolve a default under this Development Agreement, then prior to taking any action to terminate

this Development Agreement every continuing dispute, difference, and disagreement must be referred to a single mediator agreed upon by the Parties. If no single mediator can be agreed upon, a mediator or mediators must be selected from the mediation panel maintained by the United States District Court for the District of Utah in accordance with any designation process maintained by such court. The Parties must mediate such dispute, difference, or disagreement in a good faith attempt to resolve such dispute, difference, or disagreement. Such mediation is non-binding. Notwithstanding the foregoing, the Parties agree that the City retains the right to exercise enforcement of its police powers in the event Developer is in direct violation of a provision of this Development Agreement or of any Applicable Law.

2.16 **Institution of Legal Action; Restriction on Remedies.** In the event that the mediation does not resolve a dispute, either Party may institute legal action to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in this Development Agreement or to enjoin any threatened or attempted violation of this Development Agreement, or to terminate this Development Agreement; provided, however, the Parties agree that in no event may either Party seek or be entitled to punitive money damages for any breach, default, or violation of this Development Agreement. Legal actions must be instituted in the Third Judicial District Court of the County of Salt Lake, State of Utah.

2.17 **Counterparts.** This Development Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which together constitute one and the same instrument.

2.18 **Costs and Expenses; Attorneys' Fees.** Except as otherwise specifically provided herein, each Party must bear its own costs and expenses (including legal and consulting fees) in connection with this Development Agreement and the negotiation of all agreements and preparation of documents contemplated by this Development Agreement. In the event of a breach or dispute arising under this Development Agreement, the non-breaching Party or the Party prevailing in such dispute may be entitled to recover from the breaching or non-prevailing Party its costs, including, without limitation, court costs, reasonable attorneys' fees, expert witness fees, fax, copy, telephone, and other incidental charges.

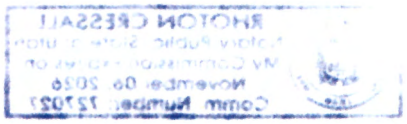
2.19 **Temporary Land Use Regulations.** The Project is excluded from any moratorium or other temporary land use regulations adopted pursuant to Utah Code Ann. § 10-9a-504, unless such a temporary land use regulation is found on the record by the City Council to be necessary to avoid jeopardizing a compelling, countervailing public interest in accordance with Section 1.5 of this Development Agreement.

2.20 **Owners**. Owners acknowledge that the Development Agreement will encumber the Property, which is made up by their respective properties. In the event of a transfer of any portion of the Property, the property owner of the portion of the Property must obtain an assumption by the transferee of the obligations under this Development Agreement and, in such an event, the transferee will be fully substituted as one of the Owners under this Development Agreement. Following recording of such assumption of obligations, the property owner executing this Development Agreement is released from any further obligations with respect to this Development Agreement. The property owner transferring any portion of the Property must notify the City of the transfer of the portion of the Property. In the event that the Developer fails to receive an approved SSMP by October 1, 2026, or begin construction of the Project by December 31, 2027, the Owners will assume the rights and responsibilities of the Developer.

IN WITNESS WHEREOF, this Development Agreement has been executed by Midvale City, acting by and through the Midvale City Council, and by duly authorized representatives of the Owners and the Developer as of the above-stated date.

(signature pages follow)





CITY:

MIDVALE CITY

Dustin Gettel
Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

APPROVED AS TO FORM:

Garrett Wilcox, City Attorney

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 24th day of March, 2025, personally appeared before me Dustin Gettel, whose identity is personally known to me or proven on the basis of satisfactory evidence, who being by me duly sworn did say they were the Mayor of Midvale City, and that the Development Agreement was signed by him in behalf of Midvale City by Resolution of its City Council, and said Mayor acknowledged to me that Midvale City executed the same.

RHOTON CRESSALL
Notary Public State of Utah
My Commission Expires on:
November 06, 2026
Comm. Number: 727027

Notary Public
Residing at: Midvale City

My Commission Expires:

11/6/2026

DEVELOPER:

Signature Homes, LLC

By: _____
Name: Jahangere Semnani
Title: Manager

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 14 day of March, 2025, personally appeared before me Kelly M. Cook, whose identity is personally known to me or proven on the basis of satisfactory evidence, who being by me duly sworn did say he/she is the Manager of Signature Homes, LLC and that the Development Agreement was signed by him/her in behalf of said Corporation by Authority of its Bylaws or Resolution of its Board of Directors, and said Manager acknowledged to me that said Corporation executed the same.

KELLY MARIE COOK
Notary Public, State of Utah
Commission #736188
My Commission Expires
03/18/2028

_____
Notary Public
Residing at: Salt Lake County

My Commission Expires:

03/ 18/ 2028

OWNER:

Steven Ho

By: _____
Name: Steven Ho
Title: owner

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 14th day of March, 2025, personally appeared before me Kelly M. Cook, whose identity is personally known to me or proven on the basis of satisfactory evidence, who being by me duly sworn did say he/she is subscribed to this Development Agreement, and acknowledged he/she executed the same.

KELLY MARIE COOK
Notary Public, State of Utah
Commission #736188
My Commission Expires
03/18/2028

_____
Notary Public
Residing at: Salt Lake County

My Commission Expires:

03/18/2028

OWNER:

Cuiling Lao

By: cui ling lao.
Name: cui ling lao.
Title: owner.

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 14 day of March, 2025, personally appeared before me Kelly M. Cook, whose identity is personally known to me or proven on the basis of satisfactory evidence, who being by me duly sworn did say he/she is subscribed to this Development Agreement, and acknowledged he/she executed the same.

KELLY MARIE COOK
Notary Public, State of Utah
Commission #736188
My Commission Expires
03/18/2028

Kelly M. Cook
Notary Public
Residing at: Salt Lake County

My Commission Expires:

03/18/2028

OWNER:

Ho's Investment, LLC

By: _____
Name: Shawn Ho
Title: owner

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 14 day of March, 2025, personally appeared before me Kelly M. Cook, whose identity is personally known to me or proven on the basis of satisfactory evidence, who being by me duly sworn did say he/she is the owner of Ho's Investment, LLC and that the Development Agreement was signed by him/her in behalf of said Corporation by Authority of its Bylaws or Resolution of its Board of Directors, and said owner acknowledged to me that said Corporation executed the same.

KELLY MARIE COOK
Notary Public, State of Utah
Commission #736188
My Commission Expires
03/18/2028

_____
Notary Public
Residing at: Salt Lake County

My Commission Expires:

03/18/2028

EXHIBIT A
(Legal Description)

Parcel 1:

Commencing in the center of State Street 20 rods South and 11.4 rods East from the East Quarter corner of Section 25, Township 2 South, Range 1 West, Salt Lake Meridian; thence North 14 feet; thence West 215 feet; thence North 66 feet; thence West 35 feet; thence North 20 feet; thence West 410 feet; thence South 90 feet; thence East 40 rods to beginning.

Less any portion located within State Street.

Also, less and excepting:

Beginning at a point in the Easterly boundary line which is 330.00 feet South and 138.00 feet East from the West Quarter corner of said Section 30, said point is also approximately 45.90 feet perpendicularly distant Westerly from the control line of said project opposite Engineer Station 202+00.03; and running thence South 00°53'10" West 4.49 feet along the Westerly right of way line of the existing Highway State Route 89, to the Southerly boundary line of said entire tract; thence North 89°06'50" West 3.60 feet along said Southerly boundary line to a line parallel with and 49.50 feet perpendicularly distant Westerly from said control line; thence North 00°50'51" East 18.45 feet along said parallel line to a point in the Northerly boundary line of said entire tract; thence North 89°59'43" East 3.59 feet along said Northerly boundary line; thence South 00°49'30" West 14.01 feet along said Westerly right of way line to the point of beginning, as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Parcel No.: 21-25-427-047

Parcel 2:

Commencing 240 feet South and 29 rods West from the East Quarter corner of Section 25, Township 2 South, Range 1 West, Salt Lake Meridian; thence South 90 feet; thence West 42.9 feet, more or less; thence North 90 feet; thence East 42.9 feet, more or less, to beginning.

Parcel No.: 21-25-427-009

Parcel 3:

The land hereinafter referred to is situated in the City of Midvale, County of Salt Lake, State of Utah, and is described as follows:

Commencing North 1996.50 feet and West 504.95 feet from the Southeast corner of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence West 28.00 feet; thence North 346.50 feet; thence East 123.00 feet; thence South 88.51 feet; thence South 85°21'58" West 95.31 feet; thence South 250.29 feet to the point of beginning.

Parcel No.: 21-25-427-036

Parcel 4:

Beginning at a point in the center of State Street 316.0 feet South and 11.4 rods East from the Northeast corner of the Southeast Quarter of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence West 215.0 feet; thence North 56 feet, more or less, to the fence line referenced in that certain Boundary Line Agreement, recorded May 29, 1953, as Entry No. 1331552, in Book 1010, at Page 646; thence East along said line 215.0 feet; thence South 56 feet, more or less, to the point of beginning.

Less and excepting that portion conveyed to Midvale City Corporation, in Quit Claim Deed, recorded November 2, 2007, as Entry No. 10265608, in Book 9533, at Page 1864, and described as follows:

Beginning at a point on the centerline of State Street, said point lying South 316.00 feet and East 188.10 feet, more or less, from the East Quarter corner of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 00°35'25" East 56 feet; thence North 89°18'45" West 53.00 feet; thence South 00°35'25" West 56 feet; thence South 89°18'45" East 53 feet to the point of beginning.

Less and excepting therefrom that portion conveyed to Utah Department of Transportation, as disclosed by Warranty Deed, recorded October 19, 2010, as Entry No. 11055874, in Book 9869, at Page 8833, of official records, being more particularly described as follows:

A parcel of land in fee for the widening of the existing Highway State Routh 89 known as Project No. S-0089(173)316, being part of an entire tract of property situate in the Northwest Quarter of the Southwest Quarter of Section 30, Township 2 South, Range 1 East, Salt Lake Base and Meridian, the boundary of said parcel of land are described as follows:

Beginning at the Southeast corner of said entire tract in the Westerly right of way line of the existing Highway State Route 89 which corner is 316.29 (316.0 feet by record) feet South and 134.34 feet (11.4 rods by record) East from the West Quarter corner of said Section 30, said corner is also approximately 45.91 feet perpendicularly distant Westerly from the control line of said project opposite Engineer Station 202+14.04; and running thence South 89°59'26" West (West by record) 3.59 feet along the Southerly boundary line of said entire tract to a line parallel with and 49.50 feet perpendicularly distant Westerly from said control line; thence North 00°60'34" East 56.08 feet along said parallel line to the Northerly boundary line of said entire tract; thence North 89°58'09" East (East by record) 3.57 feet along said Northerly boundary line to the Northeast corner of said entire tract; thence South 00°49'13" West (South by record) 56.08 feet along said Westerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Note: Rotate all bearings in the above description 00°00'17" clockwise to obtain highway bearings.

Parcel 4A:

A right of way appurtenant to Parcel 4, as disclosed by the Warranty Deed, recorded July 14, 2006, as Entry No. 9783218, in Book 9322, at Page 2465, of official records, over the following:

Beginning in the center of State Street 330.0 feet South and 11.4 rods East from the Northeast corner of the Southeast Quarter of said Section 25; and running thence North 14 feet; thence West 215.0 feet; thence South 14.0 feet; thence East 215.5 feet to the place of beginning.

Parcel 4B:

A right of way appurtenant to Parcel 4, as disclosed by the Warranty Deed, recorded July 14, 2006, as Entry No. 9783218, in Book 9322, at Page 2465, of official records, over the following:

Beginning at a point in the center of State Street 330.0 feet South and approximately 11.4 rods East of the Northeast corner of the Southeast Quarter of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence West 215.0 feet; thence South 2.0 feet; thence South 89°19' East 215.0 feet; thence North 4.56 feet to the point of beginning.

Parcel No.: 22-30-301-012

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: August 18, 2026

SUBJECT:

Consider Resolution No. 2026-R-45 Authorizing the Mayor to Execute an Interlocal Agreement for Real Property Purchase and Sale with Sandy City

SUBMITTED BY:

Kate Andrus, RDA Director

SUMMARY:

Sandy City owns a parcel within Midvale City limits that is adjacent to the Jordan and Salt Lake City Canal. Due to its strategic location along a planned canal trail corridor, Sandy City approached Midvale City regarding a potential purchase. Acquiring the property would support Midvale City's long-term vision of developing a continuous trail system connecting Midvale with Murray and Sandy City while providing direct ownership and control of a future trail segment. Midvale City submitted a formal offer on October 19, 2023, and the offer has since been approved. Sandy City subsequently prepared an Interlocal Agreement for the sale of the property, which is now being presented to the City Council for authorization to complete the acquisition.



City staff supports authorization of this purchase because it advances several key City objectives:

- Supports implementation of Midvale City's Canal Trail Feasibility Study.
- Advances the planned regional trail connection between Murray and Sandy.
- Secures direct ownership of a key segment of the canal corridor.
- Eliminates the need for future easements or additional property acquisition in this location.
- Provides greater long-term control over trail development and maintenance.

Key Terms of the Agreement:

- **Property:** Salt Lake County Parcel No. 22-30-205-006, located at approximately 7033 S. Greenborough Road.
- **Purchase Price:** $15,000.
- **Conveyance:** Sandy City will convey the property to Midvale City through a Quit Claim Deed.
- **Closing:** The transaction must close within 30 days of the agreement's execution.
- **Closing Costs:** Midvale City will pay recording costs, escrow fees, and any title insurance costs if title insurance is obtained.

FISCAL IMPACT:

The proposed purchase price of $15,000 is below the property's assessed value of $18,400. In addition to the purchase price, City staff recommends obtaining a title insurance policy at an estimated cost of $600 to help protect the City's interest in the property.

RECOMMENDED MOTION:

“I move that we suspend the rules* and adopt Resolution No. 2026-R-45 authorizing the Mayor to Execute an Interlocal Agreement for Real Property Purchase and Sale with Sandy City”

*Suspending the rules is necessary as Sandy City would like to complete this transaction as soon as possible to complete the transfer ownership in a timely manner.

ATTACHMENTS:
Resolution No. 2026-R-45
Interlocal Agreement for Real Property Purchase and Sale

MIDVALE CITY, UTAH
RESOLUTION NO. 2026-R-45

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT FOR REAL PROPERTY PURCHASE AND SALE WITH SANDY CITY

WHEREAS, Midvale City and Sandy City are each a body corporate and politic of the State of Utah; and

WHEREAS, Sandy City owns certain real property ("property") known as Salt Lake County parcel number 22-30-205-006 located at approximately 7033 S. Greenborough Road, Midvale, Utah 84047; and

WHEREAS, the property is located adjacent to the Jordan and Salt Lake City Canal and is situated within a planned canal trail corridor identified by Midvale City's Canal Trail Feasibility Study; and

WHEREAS, acquisition of the property will support Midvale City's long-term vision of developing a continuous regional trail system, while securing direct ownership and control of a key segment of the future trail corridor; and

WHEREAS, Midvale City submitted a formal offer to purchase the property for Fifteen Thousand Dollars ($15,000), and Sandy City has approved prepared an Interlocal Agreement for the conveyance of the property; and

WHEREAS, the City Council finds that acquisition of the property is in the best interest of Midvale City and its residents.

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

The City Council hereby authorizes the Mayor to execute the Interlocal Agreement for Real Property Purchase and Sale with Sandy City for the acquisition of the property located at 7033 S. Greenborough Road; authorizes the payment of $15,000 for the purchase of the property; and authorizes City staff to take all actions necessary to complete the transaction, including the procurement of title insurance and payment of all applicable closing, recording, and escrow costs.

APPROVED AND ADOPTED this 18th day of August, 2026.

_____
Dustin Gettel, Mayor

ATTEST:

_____
Rori L. Andreason,
Recorder

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

INTERLOCAL AGREEMENT FOR REAL PROPERTY PURCHASE AND SALE

THIS INTERLOCAL AGREEMENT FOR REAL PROPERTY PURCHASE AND SALE ("**Agreement**") is made this _____ day of _____, 2026 (the "**Effective Date**"), by and between Sandy City, a municipal corporation ("**Seller**") and Midvale City, a municipal corporation ("**Buyer**").

PURPOSE: Buyer desires to acquire a parcel of real property known as Salt Lake County parcel number 22-30-205-006, as described in the attached **Exhibit "1"** (hereafter "**the Property**"), and Seller agrees to sell its interest in the Property to Buyer on the terms of this Agreement. Because both parties are public agencies as defined in Title 11, Chapter 13, UTAH CODE ANN. (the "Interlocal Cooperation Act"), this Agreement is authorized by Section 11-13-202 of the Interlocal Cooperation Act.

WHEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

1. CONVEYANCE. Seller agrees to sell and convey to Buyer by Quit Claim Deed substantially in the form attached hereto as **Exhibit "1"** the Property described therein.

The parties will use Garrett Wilcox, Midvale City Attorney, as the escrow agent for the closing, and the Quit Claim Deed may be recorded upon payment of the Purchase Price (defined below) by Buyer. The escrow fees, if any, will be paid by the Buyer, as further provided in Section 6 below. Neither the escrow agent nor any real estate agent of Buyer or Seller shall have authority to make any promises or obligations that are contrary to the terms of this Agreement or otherwise bind the parties to obligations not contained herein.

2. PURCHASE PRICE. The Buyer shall pay **$15,000.00** for the Property ("**the Purchase Price**"). Taxes and assessments on the Property, if any, shall be prorated to the time of closing.

3. WARRANTIES AND REPRESENTATIONS.

a) Seller hereby warrants as follows:
   i. Seller shall convey to the Buyer all its interest in the Property.
   ii. Seller shall not convey, lease or encumber any interest in the Property hereafter.
   iii. Seller knows of no leases of the Property currently in effect and knows of no holdover by any tenant or of anyone occupying or possessing the Property other than Seller.
   iv. Seller has no unsatisfied judgments against Seller in any court in the United States likely to interfere with this sale, and Seller has not received notice of any claim against Seller likely to encumber the Property or interfere with this sale.
   v. All property taxes and assessments, if any, are paid current upon said Property or shall be paid by Seller up to the time of closing. Buyer shall be responsible to pay all property taxes for the current year from and after the closing date.
   vi. Seller is the sole lawful owner of the Property and has the legal right to enter into this Agreement and the related contract documents and to convey the Quit Claim Deed and otherwise perform as provided herein.
   vii. To the best of Seller's knowledge, there are no hazardous materials in or on the Property. The term "hazardous materials" means any substance:
      a) that is highly flammable, explosive, radioactive, toxic, corrosive, infectious,

carcinogenic, mutagenic or otherwise hazardous and which is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the State of Utah or any political subdivision thereof; or

b) that contains asbestos, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity or petroleum, including crude oil or any fraction thereof; or

c) that is or becomes defined as a pollutant, contaminant, hazardous waste, hazardous substance, hazardous material or toxic substance under the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6987; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601-9657; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801-1812; the Clean Water Act, 33 U.S.C. §§ 1251-1387; the Clean Air Act, 42 U.S.C. §§ 7401-7642; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2655; the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j; the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. §§ 11001-11050; under Title 19, Chapter 6 of the Utah Code, as any of the same have been or from time to time may be amended; and any similar federal, state and local laws, statutes, ordinances, codes, rules, regulations, orders or decrees relating to environmental conditions, industrial hygiene or Hazardous Materials on the Property, including all interpretations, policies, guidelines and/or directives of the various governmental authorities responsible for administering any of the foregoing, now in effect or hereafter adopted, published and/or promulgated; or

d) the presence of which on the Property requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy, or common law; or

e) the presence of which on the Property causes or threatens to cause a nuisance on the Property or to adjacent properties or that poses or threatens to pose a hazard to the health and safety of persons on or about the Property.

b) Buyer hereby warrants as follows:

i. Buyer is responsible for its own due diligence and has independently evaluated the merits of the purchase of the Property, including, without limitation, the physical condition of the Property, the condition of title to the Property, the legal description and boundaries of the Property, and the condition of access to and through the Property.

4. BINDING UPON ASSIGNS. This Agreement shall be binding upon the assigns, heirs, legal representatives and successors of the parties hereto.

5. ENTIRE AGREEMENT. This document contains the entire agreement of the parties, and no prior or contemporaneous agreement, promise or understanding shall be of any force or effect except as contained herein. This Agreement may not be modified except by a writing signed by all parties hereto.

6. CLOSING AND DOCUMENTS. Buyer and Seller shall close the purchase of the Property within 30 days the execution of this Agreement. Seller shall deliver to the escrow agent at or before the closing all documents and other matters called for in this Agreement, including, without limitation, a Quit Claim Deed in the form shown in Exhibit 1 conveying to the Buyer all its interest in the Property. The Buyer shall pay the cost of recording such deed, and the cost of title insurance, if the Buyer wants title insurance. Current taxes and assessments, if any, shall be prorated as of the date of closing. Proration shall be based on the latest figures available. If closing occurs before the property tax rate is fixed, apportionment shall be upon the basis of the rate for the prior year. Any costs or items at closing not covered in this paragraph shall be

handled according to standard real estate practice in Salt Lake County.

7. REPRESENTATION. Seller understands that the Buyer's agents and attorneys (if any) do not represent Seller and cannot give Seller legal or other advice about this sale or this Agreement. Seller has had an opportunity to obtain legal advice or other expert advice about this Agreement. Buyer and Seller each represent that no broker, agent, or finder has been involved in or is entitled to receive a fee or commission in connection with the transaction contemplated herein. In the event that any broker, salesman, agent, or other person makes a claim for any commission or fee in connection with the transaction contemplated herein, the party through whom said person makes such claim shall indemnify and hold harmless the other party from all claims and costs relating thereto, including reasonable attorney's fees and costs.

8. RISK OF LOSS. All risk of loss and destruction of the Property and improvements thereon, if any, and all expenses and insurance, shall be borne by the Seller until the time of closing, at which time all such risk shall pass to Buyer.

9. NO THIRD-PARTY BENEFICIARIES. The parties do not intend that any provision of this Agreement confer rights or benefits upon any third person not a party to this Agreement, nor shall any provision herein be construed to confer a cause of action upon any person not a party to this Agreement.

10. MISCELLANEOUS. The following provisions shall also be integral parts of this Agreement:

(a) Any waiver by either party hereto of any breach of any kind or character whatsoever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other party.
(b) The several rights and remedies of each of the parties under law shall be construed as cumulative, and none of the rights granted hereunder shall be considered to be in lieu of or in limitation of any other right, claim, remedy or priority allowed by law.
(c) All exhibits to this Agreement shall be deemed part of this Agreement and incorporated herein as if fully set forth herein.
(d) The headings used in this Agreement are for convenience of reference only and the interpretation of this Agreement will be governed by the text only.
(e) The Buyer understands that the Seller is not bound by this Agreement until the Mayor of Sandy City signs the Agreement and the City Recorder or Deputy City Recorder attests her signature.
(f) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms hereof, which shall continue in full force and effect. The parties intend that the provisions of this Agreement be enforced to the fullest extent permitted by applicable law. Accordingly, the parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.
(g) The parties agree to perform, execute, acknowledge and deliver all such further acts, instruments and assurances and take all such further action before or after the closing as may reasonably be necessary to fully consummate and effect the transaction contemplated by this Agreement.
(h) The representations and warranties made by Seller in Section 3(a) of this Agreement shall survive for a period of 12 months after closing. All other terms of this Agreement shall survive the closing and shall not be merged into the deed.
(j) This Agreement may be executed in counterparts, and all signatures may be

transmitted electronically. Signatures on copies of this Agreement shall have the same legal effect as original signatures.

(j) In the event of litigation or binding arbitration to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

(k) If the transaction contemplated herein does not close within six months of the signing of this Agreement, this Agreement shall be considered null and void, the escrow agent shall return to the respective parties any documents or funds delivered by each party, and neither party shall have any obligation to the other relating to the Property.

11. **INTERLOCAL COOPERATION ACT.** In satisfaction of the requirements of the Interlocal Cooperation Act, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act;

(c) A duly executed original counterpart of this Agreement shall promptly be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Cooperation Act;

(d) Except as otherwise specifically provided in this Agreement, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any budgeting and financing of such costs; and

(e) Pursuant to Section 11-13-206 of the Interlocal Cooperation Act:

(i) No separate legal entity is created by the terms of this Agreement.

(ii) This Agreement will terminate after closing the sale of the Property in accordance with Section 6.

(iii) Either Party may terminate the Agreement and withdraw from this cooperative undertaking by providing the other Party 30 days' prior written notice. Upon termination under this Subsection, the Buyer will retain the Property and the Seller will retain the Purchase Price.

(f) Pursuant to Section 11-13-207 of the Interlocal Cooperation Act, the Parties agree that the cooperative undertakings under this Agreement shall be administered by a joint board consisting of the Sandy Mayor and Midvale Mayor, or their respective designees. Other than the conveyance of the Property under Section 1, any real and personal property acquired by the Parties' cooperative undertaking herein shall be acquired, held, and disposed by each Party pursuant to applicable laws and ordinances.

12. AUTHORITY. The undersigned individuals executing this Agreement on behalf of Buyer and Seller, respectively, represent and warrant that they have authority to execute this Agreement on behalf of the Party for whom they are signing and that, by signing below, they understand that the Party for whom they are signing will be bound by the terms of this

Agreement.

[*Signatures follow on next page*]

Wherefore, the Parties enter this Agreement effective as of the date of the last signature below:

BUYER: MIDVALE CITY CORPORATION **ATTEST**

_____ _____
DUSTIN GETTEL, MAYOR CITY RECORDER

APPROVED AS TO FORM:

_____
Garrett Wilcox
City Attorney for Midvale City

SELLER: SANDY CITY CORPORATION **ATTEST:**

_____ _____
MONICA ZOLTANSKI, MAYOR CITY RECORDER

APPROVED AS TO FORM:

_____
Joelle S. Kesler
Senior Civil Attorney for Sandy City

EXHIBIT “1”
FORM OF QUIT CLAIM DEED

WHEN RECORDED, MAIL TO:
Midvale City
Attn: City Recorder
7505 S. Holden Street
Midvale, Utah 84047

Salt Lake County tax parcel number: 22-30-205-006

QUIT CLAIM DEED

Sandy City Corporation, Grantor, with an address of 10000 Centennial Parkway, Sandy, UT 84070, hereby quit claims to Midvale City, Grantee, a Utah municipal corporation with an address at 7505 S. Holden Street, Midvale, Utah 84047, for ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the tract of land in Salt Lake County, State of Utah, particularly described in Exhibit A attached hereto and incorporated herein.

WITNESS, the hand of Grantor this ____ of April, 2026.

SANDY CITY

_____
By: Monica Zoltanski, Mayor

Attest: _____
Sandy City Recorder

State of _____
:SS
County of _____

On this ___ day of _____, 20___, Monica Zoltanski personally appeared before me and duly acknowledged to me that she executed the same in the capacity indicated for and on behalf of Sandy City Corporation.

_____
NOTARY PUBLIC

EXHIBIT A

Beginning at a point which is west 1350.69 feet along the section line from the northeast corner, Section 30, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence north 77.55 feet; thence north 89°30' east 70.95 feet; thence south 21°00' west 197.97 feet; thence north 106.55 feet to the point of beginning.

Salt Lake County tax parcel number:
22-30-205-006

PUBLIC ENTITY AFFIDAVIT

I, _____, being of legal age and authorized by MIDVALE CITY, a UTAH MUNICIPAL CORPORATION, which is a public entity, being first duly sworn, depose and state as follows:

Midvale City consents to the conveyance of the real property interest identified above from Sandy City. By signing this Public Entity Affidavit, Midvale City accepts the ownership of the real property interest described in the Quit Claim Deed to which this affidavit is attached. Midvale City 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 Quit Claim Deed and does not waive or modify any legal rights in connection with the same.

This Public Entity Affidavit is only intended to evidence that the public entity, Midvale City, consents to Sandy City Corporation's conveying the real property interest described in the Quit Claim Deed to which this affidavit is attached to Midvale City.

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

_____

By: _____ Date _____

Its: _____

Signed by Authority of: _____

State of Utah

:SS

County of _____

Subscribed and sworn to before me this _____day of_____, 20_____.

_____
Notary Public

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

MIDVALE CITY COUNCIL
STAFF REPORT
August 18, 2026

SUBJECT

Consideration of Resolution 2026-R-46, Approving the Fifth Contract Amendment for the 2022-2027 Pavement Restoration Services Agreement Project with Kilgore Contracting.

SUBMITTED BY

Branden Anderson, City Engineer

BACKGROUND AND OVERVIEW

As part of Midvale City's ongoing efforts to maintain and preserve its pavement infrastructure, the City conducts roadway improvement projects. Each year, task orders are issued to the contractor for specific work activities. These task orders are reviewed by staff and verified against the funding allocated within the roadway maintenance budget.

The current contract is approaching its authorized limit of $2,307,315.07, as previously amended. To allow the contractor to continue performing work under future task orders, a contract amendment is required.

The table below summarizes the proposed contract price adjustment. Staff has reviewed the increase and determined it to be reasonable, as it is primarily attributable to increases in material, equipment, and labor costs.

1. Total Contract Value Adjustment of the Agreement is amended as follows:

Description	Unit	Total Contract Cost
Current Contract Value	LS	$2,307,315.07
Adjusted Contract Value	LS	$3,350,000.00
Difference		$1,042,684.93

Staff recommends that the City Council approve the contract amendment with Kilgore Contracting (which for information has been bought by Quickcrete). Legal review of the amendment has been completed. Due to the project schedule and the need to continue work without interruption, staff also requests a suspension of the rules to allow immediate consideration of this item.

FISCAL IMPACT

The total contract amount increase is $1,042,684.93, which falls within this year's approved Pavement Management budget.

STAFF RECOMMENDATION

Approval of Resolution No. 2026-R-46.

RECOMMENDED MOTION

I move that we suspend the rules and approve Resolution No. 2026-R-46, approving the fifth contract amendment with Kilgore Contracting for execution of the 2022-2027 Pavement Restoration Services Agreement.

ATTACHMENTS

1. Resolution No. 2026-R-46
2. Fifth Amendment: 2022-2027 Pavement Restoration Services Agreement

DocuSign Envelope ID: 3D0D8D5D-C3E2-4BED-878A-8917645081A9

CONTRACT APPROVAL COVER SHEET

CONTRACT NO: 2022-46
(RECORDER ONLY)

Contract Title: 2022-2027 Midvale City Pavement Restoration

Approval Signature Required:

Contract Analyst: DocuSigned by: Susan Stengel D0C23A41D234492... **Date:** 6/29/2022

City Attorney's Office: DocuSigned by: Lisa Garner 9375645E6BE84C5... **Date:** 6/29/2022

Department Head: DocuSigned by: JN Rockwood 45A293098C2C43C... **Date:** 6/29/2022

City Manager: DocuSigned by: Matt Dahl 56A782A8963C424... **Date:** 6/29/2022

Requesting Department: CD/Engineering
City Contact Name: Keith Ludwig
Project/Contract Name: 2022-2027 Midvale City Pavement Restoration
Budget Amount: $2,307,315.07

Bid Information:

Bid Type: RFP
Bid Exception:
(i.e: Sole Source, Professional Services, etc.)
Bid/Exception Date: 5/2/2022
Council Approval Date: 6/21/2022 Resolution No. 2022-R-31

Party/Vendor Information:

Name: Kilgore Contracting
Contact: Sterling Stoddard
Telephone: 801-231-7446
Email: Sterling.stoddard@kilgorecontracting.com
Contract Purpose: 2022-2027 Midvale City Pavement Restoration
Begin Date: 6/21/2022
Termination Date: 12/31/2027
Renewal Option: None
Other Documents Required: Due Date:

OTHER SIGNIFICANT TERMS AND ANNUAL OBLIGATIONS (Insurance Certificate, Payments, etc.):

RECORDER ONLY
DATE RECEIVED: 6.30.2022
DATE SCANNED TO ONBASE: 6.30.22 **INDEX:** Recorder-Agreements

DocuSign Envelope ID: 3D0D8D5D-C3E2-4BED-878A-8917645081A9

APPPROVAL:

I certify that I have read and understand the terms of this draft agreement and have met all procurement requirements. I certify that I have appropriate authority to submit this draft agreement on behalf of my department. I further certify that the draft agreement is complete and includes all exhibits, attachments, and pages.

Signed: DocuSigned by: Keith Ludwig 4CD11A6F1AF54BE... Date: 6/29/2022

Name: Keith Ludwig

Title: Midvale City Engineer

DocuSign Envelope ID: 3D0D8D5D-C3E2-4BED-878A-8917645081A9

DOCUMENT 00500

AGREEMENT FORM

THIS AGREEMENT dated as of the 21st day of June ,2022, is by and between Midvale City (hereinafter called OWNER), and Kilgore Contracting (hereinafter CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

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

The construction of the **"2022-2027 Midvale City Pavement Restoration"** in Midvale City, Salt Lake County, Utah.

OWNER will submit individual Task Orders to CONTRACTOR as reviewed and approved by ENGINEER. Each Task Order identifies a portion of the Work to be performed by CONTRACTOR, the Drawings and Documents necessary to perform said Work, and the dates by which said Work is to be substantially completed and also completed and ready for final payment. Each Task Order is subject to the terms of this Agreement and Contract Documents.

Article 2. ENGINEER

The Project has been designed by:

Galloway & Company, Inc.
2015 W. Grove Parkway, Suite H
Pleasant Grove UT 84062
Email address: rodmills@gallowayus.com

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

Article 3. CONTRACT TIME

3.1. The Work must be completed prior to the expiration of this Agreement unless otherwise terminated under this Agreement.

3.2. Unless otherwise stated in the Task Order, each Task Order must be substantially completed on or before September 30 of the year assigned and must be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before October 31 of the year assigned. (If weather shutdown is agreed upon, revised dates will be established). However, once any portion of the Work is started at the Site under the Task Order, said portion of the Work must be substantially completed within 30 days and must be completed and ready for payment within 45 days.

3.2 Liquidated damages for each Task Order will be assessed at $500 per day from the substantial completion date of said Task Order.

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3.3 The contract will end December 31, 2027.

Article 4. CONTRACT PRICE

4.1. OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents and the Bid Schedule included herewith.

(See attached Proposal Form)

4.2. For each Task Order, OWNER will pay CONTRACTOR according to Document 00300 Section 4.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. PROGRESS PAYMENTS: OWNER shall make progress payments on account of the Task Order Price on the basis of CONTRACTOR'S Application for Payment on or about the 10th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 14.02 of the General Conditions or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion of a Task Order, progress payments for the Task Order will be in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as OWNER shall determine, in accordance with the General Conditions.

95% (Ninety-Five Percent) of Work under the Task Order completed

5.1.2. Upon Substantial Completion of a Task Order, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Task Order Price, less such amounts as Engineer shall determine, or OWNER may withhold, in accordance with the General Conditions.

5.2. FINAL PAYMENT: Upon final completion and acceptance of a Task Order in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Task Order Price as recommended by ENGINEER as provided in said paragraph 14.07.

Article 6. NOT USED

Article 7. CONTRACTOR'S REPRESENTATIONS

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

7.1. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.2. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

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7.3. For each Task Order, CONTRACTOR makes the representations found in Sections 7.1 and 7.2 prior to accepting the Task Order.

Article 8. CONTRACT DOCUMENTS

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

8.1. This Agreement (Section 500 pages 1 to 4, inclusive).

8.2. Exhibits to this Agreement.

8.3. Notice of Award (Section 420).

8.4. General Conditions (Section 700)

8.5. Supplementary Conditions (Section 800)

8.6. Specifications bearing the title TECHNICAL SPECIFICATIONS and consisting of the divisions as listed in table of contents thereof.

8.7. Drawings, consisting of sheets listed in the Index of Drawings.

8.8. Addenda numbers_____to _____inclusive.

8.9. CONTRACTOR'S Proposal

8.10. Documentation submitted by CONTRACTOR prior to Notice of Award.

8.11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the General Conditions; Task Orders and their related Documents and Drawings.

8.12. The documents listed in paragraphs 8.2 et seq. above are attached to the Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in the Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.05 of the General Conditions.

Article 9. MISCELLANEOUS

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all

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covenants, agreements and obligations contained in the Contract Documents.

Article 10. OTHER PROVISIONS

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

This Agreement will be effective on 21June 2022.

OWNER: **Midvale City**

DocuSigned by:
Marcus Stevenson 6/30/2022
C946B48D6B064ED...
By Marcus Stevenson Mayor

[CORPORATE SEAL]

DocuSigned by:
Attest Shelly Reed 6/30/2022
7CA41F18F5D74AA...

Address for giving notices:

7505 Holden St

Midvale, Utah 84047

(If OWNER is a public body, attach authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR Kilgore Contracting

DocuSigned by:
Tim Nevenner 6/29/2022
F61AD336206B450...
By Tim Nevenner Region VP of Cons

[CORPORATE SEAL]

Attest

Address for giving notices: 7057 West 2100 South

West Valley City, UT 84128

License No. 7741778-5501

Agency for service process:

(If CONTRACTOR is not a corporation, attach evidence of authority to sign.)

DocuSign Envelope ID: 3D0D8D5D-C3E2-4BED-878A-8917645081A9

Document 00420

NOTICE OF AWARD

To: Kilgore Companies, LLC

PROJECT Description: RFP# MID22-115 2022-2027 Midvale City Pavement Restoration

The OWNER has considered the PROPOSAL submitted by you for the above described WORK in response to its Request for Proposals dated 5/2/2022, and Information for Bidders as requested by the OWNER.

You are hereby notified that your PROPSAL has been accepted for items in the amount of $2,307,315.07.

You are required by the Information to Bidders to execute the Agreement and furnish the required CONTRACTOR'S certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said certificates within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your PROPOSAL as abandoned and as forfeiture of your PROPOSAL SECURITY. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 8th day of June, 2022.

Susan Stengel

By Susan Stengel

Title Procurement Officer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By Kilgore Contracting

This the 8 day of June, 2022.

By Samantha Donaldson

Title Estimating manager

RESOLUTION NO. 2022-R-31

WHEREAS, Midvale City has an interest in maintaining its street network in as good as condition as practical; and

WHEREAS, the City receives funds from taxes and other sources that are to be used for street maintenance; and

WHEREAS, the City uses these funds in a pavement management program that is carried out by independent contractors through a public bid process; and

WHEREAS, the City requested proposals for the 2022-2027 Pavement Restoration project; and

WHEREAS, the City has evaluated the bids based on the criteria noted in the bid documents, and based on that evaluation wishes to award the 2000-2027 Pavement Restoration project to Kilgore Contracting; and

WHEREAS, an agreement has been prepared between the City and Kilgore Contracting.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council adopts this resolution authorizing the Mayor to sign the agreement with Kilgore Contracting for the construction of the 2022-2027 Pavement Restoration project.

APPROVED AND ADOPTED this 21st day of June, 2022.

Marcus Stevenson, Mayor

ATTEST:

Shelly Reed

~~Rori L. Andreason,~~ Shelly Reed
~~City Recorder~~ Deputy Recorder

MIDVALE CITY STATE OF UTAH INCORPORATED JULY 1, 1909 CORPORATE SEAL

Voting by the City Council	"Aye"	"Nay"
Bryant Brown	X	
Paul Glover	X	
Quinn Sperry	X	
Heidi Robinson	X	
Dustin Gettel	X	

MIDVALE CITY, UTAH

RESOLUTION NO. 2026-R-46

A RESOLUTION APPROVING THE FIFTH CONTRACT AMENDMENT THE 2022-2027 PAVEMENT RESTORATION SERVICES AGREEMENT PROJECT WITH KILGORE CONTRACTING

WHEREAS, Midvale City publicly advertised and solicited bid proposals for the 2022-2027 Pavement Restoration Services; and

WHEREAS, upon careful evaluation of submitted proposals, City staff determined that Kilgore Contracting be awarded the project; and

WHEREAS, a Contract was executed with Kilgore Contracting for the 2022-2027 Pavement Restoration Services; and

WHEREAS, the existing contract is approaching its authorized contract amount and additional funding is needed to continue the work; and

WHEREAS, Midvale City has requested a contract price adjustment to provide sufficient funding for the remainder of the contract term through December 31, 2027; and

WHEREAS, the fifth contract amendment increases the total contract value by $1,042,684.93 to $3,350,000.00, and

WHEREAS, City staff has reviewed and determined that the work tasks orders per the contract are acceptable, and

NOW, THEREFORE BE IT RESOLVED, the Midvale City Council hereby adopts this resolution approving the fifth contract amendment with Kilgore Contracting for the 2022-2027 Pavement Restoration Services Project, and the Mayor is authorized to execute said amendment.

APPROVED AND ADOPTED this 18th day of August, 2026.

_____
Mayor Dustin Gettel

ATTEST:

_____
Rori L. Andreason,
City Recorder

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

FIFTH AMENDMENT TO 2022-2027 MIDVALE CITY PAVEMENT RESTORATION SERVICES AGREEMENT

As permitted under Article 4 Contract Price of 2022-2027 Midvale City Pavement Restoration Services Agreement, Contract #2022-46, between Kilgore Contracting and Midvale City, dated the 21st of June 2022, the Parties mutually agree to amend said Agreement as follows:

1. Total Contract Value Adjustment of the Agreement is amended as follows:

Description	Unit	Total Contract Cost
Current Contract Value	LS	$2,307,315.07
Adjusted Contract Value	LS	$3,350,000.00
Difference		$1,042,684.93

2. All other terms and conditions of the Agreement remain the same.

3. Effective Date of the Amendment: 8/18/2026

Signed by:

_____
Dustin Gettel, Mayor
Midvale City

_____
Matt Rentschler
Kilgore Contracting

Attest:

_____
Rori Andreason, City Recorder

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

MIDVALE CITY COUNCIL
STAFF REPORT
August 18, 2026

SUBJECT

Consideration of Resolution 2026-R-47, Approving the First contract amendment for the 2022-2027 Concrete Repairs Services Agreement Project with Quicksilver Inc.

SUBMITTED BY

Branden Anderson, City Engineer

BACKGROUND AND OVERVIEW

As part of Midvale City's ongoing efforts to maintain and preserve its concrete infrastructure, the City conducts annual curb, gutter, and sidewalk improvement projects. Each year, task orders are issued to the contractor for specific work activities. These task orders are reviewed by staff and verified against the funding allocated within the roadway maintenance budget.

The current contract is approaching its authorized limit of $631,400. To allow the contractor to continue performing work under future task orders, a contract amendment is required.

The table below summarizes the proposed contract price adjustment. Staff has reviewed the increase and determined it to be reasonable, as it is primarily attributable to increases in material, equipment, and labor costs.

1. Total Contract Value Adjustment of the Agreement is amended as follows:

Description	Unit	Total Contract Cost
Original Contract Value	LS	$631,400.00
Adjusted Contract Value	LS	$1,100,000.00
Difference		$468,600.00

Staff recommends that the City Council approve the contract amendment with Quicksilver Inc. Legal review of the amendment has been completed. Due to the project schedule and the need to continue work without interruption, staff also requests a suspension of the rules to allow immediate consideration of this item.

FISCAL IMPACT

For your information, the total contract amount increase is $468,600, which falls within this year's approved Pavement Management budget.

STAFF RECOMMENDATION

Approval of Resolution No. 2026-R-47.

RECOMMENDED MOTION

I move that we suspend the rules and adopt Resolution No. 2026-R-47, approving the first contract amendment with Quicksilver Inc. for execution of the 2022-2027 Concrete Repairs Services Agreement.

ATTACHMENTS

1. Resolution No. 2026-R-47
2. First Amendment: 2022-2027 Concrete Repairs Services Agreement

DocuSign Envelope ID: 37B2F743-49E4-4F21-94F0-005CEFA55F4C

CONTRACT APPROVAL COVER SHEET

CONTRACT NO: 2022-37
(RECORDER ONLY)

Contract Title: 2022-2027 Midvale City Concrete Repairs Services Agreement

Approval Signature Required:

Contract Analyst: DocuSigned by: Susan Stengel D0C23A41D234492... **Date:** 5/18/2022

City Attorney's Office: DocuSigned by: Lisa Garner 9375845E6BE84C5... **Date:** 5/18/2022

Department Head: DocuSigned by: JN Rockwood 45A293098C2C43C... **Date:** 5/18/2022

City Manager: DocuSigned by: 56A782A8963C424... **Date:** 5/18/2022

Requesting Department: CD/Engineering
City Contact Name: Keith Ludwig
Project/Contract Name: 2022-2027 Midvale City Concrete Repairs Services Agreement
Budget Amount: $631,400.00

Bid Information:

Bid Type: RFP # MID22-111
Bid Exception:
(i.e: Sole Source, Professional Services, etc.)
Bid/Exception Date:
Council Approval Date: 5/17/2022 Resolution No.

Party/Vendor Information:

Name: Quicksilver Inc
Contact: Gradie Allred
Telephone: 801-420-3872
Email: Quicksilverconcrete@gmail.com
Contract Purpose: 2022-2027 Midvale City Concrete Repair 5-year agreement
Begin Date: 5/18/2022
Termination Date: 12/31/2027
Renewal Option: None
Other Documents Required: Due Date:

OTHER SIGNIFICANT TERMS AND ANNUAL OBLIGATIONS (Insurance Certificate, Payments, etc.):

RECORDER ONLY

DATE RECEIVED: 5-31-2022

DATE SCANNED TO ONBASE: 5-31-22 **INDEX:** Recorder Agreements

DocuSign Envelope ID: 37B2F743-49E4-4F21-94F0-005CEFA55F4C

APPPROVAL:

I certify that I have read and understand the terms of this draft agreement and have met all procurement requirements. I certify that I have appropriate authority to submit this draft agreement on behalf of my department. I further certify that the draft agreement is complete and includes all exhibits, attachments, and pages.

Signed: DocuSigned by: Keith Ludwig 4CD11A6F1AF54BE... Date: 5/18/2022

Name: Keith Ludwig

Title: City Engineer

DocuSign Envelope ID: 37B2F743-49E4-4F21-94F0-005CEFA55F4C

DOCUMENT 00500

AGREEMENT FORM

THIS AGREEMENT dated as of the 18th day May ,2022, is by and between Midvale City (hereinafter called OWNER), and Quicksilver Concrete, Inc (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

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

The construction of the **"2022-2027 Midvale City Concrete Repairs"** at in Midvale City, Salt Lake County, Utah.

OWNER will submit individual Task Orders to CONTRACTOR as reviewed and approved by ENGINEER. Each Task Order identifies a portion of the Work to be performed by CONTRACTOR, the Drawings and Documents necessary to perform said Work, and the dates by which said Work is to be substantially completed and also completed and ready for final payment. Each Task Order is subject to the terms of this Agreement.

Article 2. ENGINEER

The Work has been and will be designed by:

Galloway & Company
2015 W. Grove Parkway Suite H
Pleasant Grove, UT, 84062
Email address: rodmills@gallowayus.com

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

Article 3. CONTRACT TIME

3.1. The Work must be completed prior to the expiration of this Agreement unless otherwise terminated under this Agreement.

3.1 Unless otherwise stated in the Task Order, each Task Order must be substantially completed on or before September 30 of the year assigned and must be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before October 31 of the year assigned. (If weather shutdown is agreed upon, revised dates will be established). However, once any portion of the Work is started at the Site under the Task Order, said portion of the Work must be substantially completed within 30 days and must be completed and ready for payment within 45 days.

3.2 Liquidated damages for each Task Order will be assessed at $500 per day from the substantial completion date of said Task Order.

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3.3 The contract will end December 31, 2027.

Article 4. CONTRACT PRICE

4.1. OWNER will pay CONTRACTOR for performance of the Work in accordance with the Contract Documents and the Bid Schedule included herewith.

(See attached Proposal Form)

4.2 For each Task Order, OWNER will pay CONTRACTOR according to Document 00300 Section 4.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. PROGRESS PAYMENTS: OWNER shall make progress payments on account of the Task Order Price on the basis of CONTRACTOR'S Application for Payment on or about the 10th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 14.02 of the General Conditions or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion of a Task Order, progress payments for the Task Order will be in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as OWNER shall determine, in accordance with the General Conditions.

90% (Ninety Percent) of Work under the Task Order completed

5.1.2. Upon Substantial Completion of a Task Order, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Task Order Price, less such amounts as Engineer shall determine, or OWNER may withhold, in accordance with the General Conditions.

5.2. FINAL PAYMENT: Upon final completion and acceptance of a Task Order in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Task Order Price as recommended by ENGINEER as provided in said paragraph 14.07.

Article 6. NOT USED

Article 7. CONTRACTOR'S REPRESENTATIONS

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

7.1. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.2. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7.3. For each Task Order, CONTRACTOR makes the representations found in Sections 7.1 and 7.2 prior to

DocuSign Envelope ID: 37B2F743-49E4-4F21-94F0-005CEFA55F4C

accepting the Task Order.

Article 8. CONTRACT DOCUMENTS

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

8.1. This Agreement (Section 500 pages 1 to 4, inclusive).

8.2. Exhibits to this Agreement.

8.3. Notice of Award (Section 420).

8.4. General Conditions (Section 700)

8.5. Supplementary Conditions (Section 800 pages 1 to 5)

8.6. Specifications bearing the title TECHNICAL SPECIFICATIONS and consisting of the divisions as listed in table of contents thereof.

8.7. Drawings, consisting of sheets listed in the Index of Drawings.

8.8. Addenda numbers__1__to__1__inclusive.

8.9. CONTRACTOR'S Proposal

8.10. Documentation submitted by CONTRACTOR prior to Notice of Award.

8.11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the General Conditions; Task Orders and their related Documents and Drawings.

8.12. The documents listed in paragraphs 8.2 et seq. above are attached to the Agreement (except as expressly noted otherwise above).There are no Contract Documents other than those listed above in the Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.05 of the General Conditions.

Article 9. MISCELLANEOUS

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

DocuSign Envelope ID: 37B2F743-49E4-4F21-94F0-005CEFA55F4C

Article 10. OTHER PROVISIONS

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

This Agreement will be effective on May 18, 2022.

OWNER: **Midvale City**

DocuSigned by: Marcus Stevenson C946B48D6B064ED... 5/18/2022

By Marcus Stevenson Mayor

[CORPORATE SEAL]

Attest

Address for giving notices:

7505 Holden St

Midvale, Utah 84047

(If OWNER is a public body, attach authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR: Quicksilver Concrete, Inc

DocuSigned by: Gradie Allred D6B59559DCEB496... 5/18/2022

By Gradie Allred Presindent

[CORPORATE SEAL]

Attest

Address for giving notices:

548 S. 600 E.

Lehi, UT 84043

License No. 6138816-5501

Agency for service process:

(If CONTRACTOR is not a corporation, attach evidence of authority to sign.)

MIDVALE CITY, UTAH
RESOLUTION NO. 2022-R-21

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH QUICKSILVER CONCRETE FOR THE CONSTRUCTIONOF THE 2022-2027 MIDVALE CITY CONCRETE REPAIRS PROJECT

WHEREAS, Midvale City has an interest in maintaining its sidewalks, curbs/gutters in as good as condition as practical, as well as upgrading sidewalk ramps to meet current ADA standards; and

WHEREAS, the City receives funds from taxes and other sources that are dedicated for this work; and

WHEREAS, the City uses these funds in a replacement program that is carried out by independent contractors through a public bid process; and

WHEREAS, the City requested proposals from qualified contractors for the 2022-2027 Midvale City Concrete Repairs Project; and

WHEREAS, the City has evaluated the proposals based on the criteria noted in the documents, and based on that evaluation wishes to award the 2022-2027 Midvale City Concrete Repairs Project to CONTRACTOR; and

WHEREAS, an agreement has been prepared between the City and Quicksilver Concrete.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council adopts this resolution authorizing the Mayor to sign the agreement with Quicksilver Concrete for the construction of the 2022-2027 Midvale City Concrete Repairs Project.

APPROVED AND ADOPTED this 17th day of May 2022.

Marcus Stevenson, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

MIDVALE CITY STATE OF UTAH INCORPORATED JULY 1, 1909 CORPORATE SEAL

Voting by the City Council	"Aye"	"Nay"
Bryant Brown	✓	
Paul Glover	✓	
Quinn Sperry	✓	
Heidi Robinson	✓	
Dustin Gettel	✓	

MIDVALE CITY, UTAH

RESOLUTION NO. 2026-R-47

A RESOLUTION APPROVING THE FIRST CONTRACT AMENDMENT THE 2022-2027 CONCRETE REAPAIRS SERVICES AGREEMENT PROJECT WITH QUICKSILVER INC.

WHEREAS, Midvale City publicly advertised and solicited bid proposals for the 2022-2027 Concrete Repairs Services; and

WHEREAS, upon careful evaluation of submitted proposals, City staff determined that Quicksilver Inc. be awarded the project; and

WHEREAS, a Contract was executed with Quicksilver Inc. for the 2022-2027 Concrete Repairs Services; and

WHEREAS, the existing contract is approaching its authorized contract amount and additional funding is needed to continue the work; and

WHEREAS, Midvale City has requested a contract price adjustment to provide sufficient funding for the remainder of the contract term through December 31, 2027; and

WHEREAS, the fifth contract amendment increases the total contract value by $468,600 to $1,100,000, and

WHEREAS, City staff has reviewed and determined that the work task orders per the contract are acceptable, and

NOW THEREFORE BE IT RESOLVED, the Midvale City Council hereby adopts this resolution approving the first contract amendment with Quicksilver Inc. for the 2022-2027 Concrete Repairs Services Project, and the Mayor is authorized to execute said agreement.

APPROVED AND ADOPTED this 18th day of August, 2026.

_____
Mayor Dustin Gettel

ATTEST:

_____
Rori L. Andreason,
City Recorder

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

FIRST AMENDMENT TO 2022-2027 MIDVALE CITY CONCRETE REPAIRS SERVICES AGREEMENT

As permitted under Article 4 Contract Price of 2022-2027 Midvale City Concrete Repairs Services Agreement, Contract #2022-32, between Quicksilver Inc. and Midvale City, dated the 17th of May 2022, the Parties mutually agree to amend said Agreement as follows:

1. Total Contract Value Adjustment of the Agreement is amended as follows:

Description	Unit	Total Contract Cost
Original Contract Value	LS	$631,400.00
Adjusted Contract Value	LS	$1,100,000.00
Difference		$468,600.00

2. All other terms and conditions of the Agreement remain the same.

3. Effective Date of the Amendment: 8/18/2026

Signed by:

_____
Dustin Gettel, Mayor
Midvale City

_____
Colton King
Quicksilver Contracting

Attest:

_____
Rori Andreason, City Recorder