



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

MIDVALE CITY COUNCIL REGULAR MEETING AGENDA October 6, 2026

Public Notice Is Hereby Given that the **Midvale City Council** will hold a regular meeting on **October 6, 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 October 5, 2026.**

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

6:00 p.m. – WORKSHOP

- Community Clean Energy Program — *[Dustin Gettel, Mayor]*
- General Plan Update — *[Adam Olsen, Community Development Director & WFRC staff]*

7:00 p.m. - REGULAR MEETING

I. GENERAL BUSINESS

- A. Welcome and Pledge of Allegiance
- B. Roll Call
- C. Unified Police Department Report — *[Chief April Morse]*
- D. Salt Lake County Update

II. PUBLIC COMMENTS

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

III. COUNCIL REPORTS

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

IV. MAYOR REPORT

- A. Mayor Dustin Gettel

V. CITY MANAGER REPORT

A. Matt Dahl

VI. PUBLIC HEARING

- A. Receive Public Comment Regarding a Zoning Code Text Amendment Amending Section 17-7-1.4 in the Single Family Residential-1 Zone to add corner lot exceptions to permit garages to encroach into front setbacks and Amend the Habitable Space Definition in Section 17-2-8 — ***[Jonathan Anderson, Planner II]***

ACTION: Consider **Ordinance No. 2026-O-31** Amending Section 17-7-1.4 in the Single Family Residential-1 Zone to add corner lot exceptions to permit garages to encroach into front setbacks and Amend the Habitable Space Definition in Section 17-2-8.

VII. CONSENT

- A. Consider Minutes of September 15, 2026 — ***[Rori Andreason, H.R. Director/City Recorder]***
- B. Consider **Resolution No. 2026-R-53** Adopting the Second Amendment to the Development Agreement for The Midvale Mills Project — ***[Elizabeth Arnold, Senior Planner]***

VIII. ACTION ITEMS

- A. Consider **Resolution No. 2026-R-55** Appointing Mike Edwards as Planning Commission Member — ***[Dustin Gettel, Mayor]***
- B. Consider **Resolution No. 2026-R-56** Appointing Rebecca Pipkin as Planning Commission Member Alternate — ***[Dustin Gettel, Mayor]***

IX. DISCUSSION ITEM

- A. Discussion on an Ordinance Prohibiting Halfway Houses — ***[Elizabeth Arnold, Senior Planner]***

X. POSSIBLE CLOSED SESSION

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

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

XI. ADJOURN

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

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

Date Posted: October 1, 2026

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



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MIDVALE CITY COUNCIL STAFF REPORT 10/06/2026

SUBJECT

Consider Ordinance No. 2026-O-31 Amending Section 17-7-1.4 in the Single Family Residential-1 Zone to add corner lot exceptions to permit garages to encroach into front setbacks and Amend the Habitable Space Definition in Section 17-2-8.

SUBMITTED BY

Jonathan Anderson, Planner II

BACKGROUND AND ANALYSIS

This amendment proposes adding language to the front setback exceptions in the SF-1 Zone to allow garages to encroach into the front setback on one side in very limited instances so that property values can be protected and owner have the opportunity to make improvements. This language is based on exceptions that were adopted in 2022 that permit single car garages or carports to be expanded into the side yard setback if specific conditions can be met. It will harmonize the language for some of the conditions that are shared between the existing side yard exception and the new language for the front yard exception.

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

-ZONING CODE AMENDMENT CRITERIA-

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

1. The proposed amendment promotes the objectives of the general plan and purposes of this title;
2. The proposed amendment promotes the purposes outlined in Utah State Code 10-20-101;
3. The proposed amendment more clearly explains the intent of the original language or has been amended to make interpretation more straightforward; or
4. Existing zoning code was the result of a clerical error or a mistake of fact.

Staff finds that the proposal meets the second criteria listed above by meeting (i) and (k) of Utah State Code 10-20-101(1). This zoning code text amendment would provide fundamental fairness in land use regulation-(i) and protect property values-(k) of older single family homes that otherwise could not have a two-car garage with standard setbacks.

STAFF RECOMMENDATION

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

1. The amendment complies with Midvale City Code 17-3-1(F)(2).

PLANNING COMMISSION RECOMMENDATION

The Planning Commission unanimously recommended approval of the zoning code text amendment request at the September 23, 2026 regular meeting with the finding noted above.

RECOMMENDED MOTION

I move that we approve Ordinance No. 2026-O-31 Amending Section 17-7-1.4 in the Single Family Residential-1 Zone to add corner lot exceptions to permit garages to encroach into front setbacks and Amend the Habitable Space Definition in Section 17-2-8 as provided in the attachment, with the finding noted in the staff report.

ATTACHMENTS

1. Ordinance No. 2026-O-31

**MIDVALE, UTAH
ORDINANCE NO. 2026-O-31**

**AN ORDINANCE AMENDING SECTION 17-7-1.4 IN THE SINGLE FAMILY
RESIDENTIAL-1 ZONE TO ADD CORNER LOT EXCEPTIONS TO PERMIT
GARAGES TO ENCROACH INTO FRONT SETBACKS AND AMEND THE
HABITABLE SPACE DEFINITION IN SECTION 17-2-8.**

WHEREAS, pursuant to Utah Code Annotated Sections 10-8-84 and 10-20-501 through 10-20-503, Midvale City (“the City”) has authority to make and amend any regulation of or within zoning districts or any other provision of the land use ordinance to promote the prosperity, improve the morals, peace and good order, comfort, convenience, and aesthetics of the municipality; and

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

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

WHEREAS, the City Council has considered the impact the proposed ordinance may have on family health, stability and formation; and

WHEREAS, the City Council desires to amend Section 17-7-1.4 in the Single Family Residential-1 Zone to add corner lot exceptions to permit garages to encroach into front setbacks and Amend the Habitable Space Definition in Section 17-2-8; and

WHEREAS, the Planning Commission held a public hearing on September 23, 2026, to review the request for amendment and, after considering all the information received, made a recommendation to approve the amendment request to the City Council; and

WHEREAS, the City Council of Midvale City, Utah held a public hearing on October 6, 2026; and

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

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

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

- Attachment A: Amending Section 17-7-1.4 in the Single Family Residential-1 Zone to add corner lot exceptions to permit garages to encroach into front setbacks and Amend the Habitable Space Definition in Section 17-2-8.

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

PASSED AND APPROVED this 6th day of October, 2026.

Dustin Gettel, Mayor

ATTEST:

Rori Andreason, MMC
City Recorder

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

“Aye”

“Nay”

Date of first publication: _____

Attachment A:

17-7-1.4 Development standards.

The following development standards apply to all new development in the zone:

A. *Setbacks.* The minimum setbacks in the zone are as follows:

1. *Front.* The minimum front yard setback is ~~30~~^{thirty} feet. If ~~50~~^{fifty} percent or more of the lots on the block are developed with a front yard setback of ~~twenty-five~~²⁵ feet or less, the front yard setback shall be ~~twenty~~²⁰ feet.

a. *Corner Lot Rule.* Corner lots have two front yards.

b. *Exceptions.* The following exceptions apply to all front yard setbacks in the zone:

i. *Front Porch.* An open, front entry porch may encroach eight feet into the front yard setback.

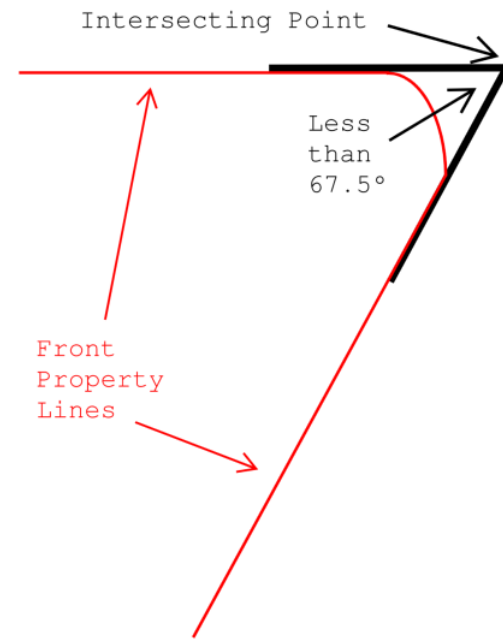
ii. *Projections.* Sills, cornices, chimneys, flues, eaves and ornamental features may project into the front yard up to two and one-half feet.

iii. *Impervious Surfaces.* A driveway with a width of ~~twenty~~²⁰ feet or ~~forty~~⁴⁰ percent of the lot frontage, whichever is greater, and a sidewalk of up to five feet in width from the driveway or street to the front door. The driveway may extend an additional ~~10~~^{ten} feet in width behind the sidewalk.

iv. Attached Single-Car Garages and Carports on Corner Lots. In the case where an existing single family residence on a corner lot has an attached garage or carport that accommodates less than two cars because of its width, the garage or carport may be extended no closer than eight feet from the front property line, provided all the following items are satisfied. (For purposes of this provision, "existing" is defined as structures built before the adoption of this provision):

(A) The interior angle between the two front property lines, when extended to an intersecting point, must be less than 67.5 degrees as pictured in Figure 1 below;

Figure 1



(B) No part of the structure may be within the sight distance triangle area;

(C) The extended garage or carport must be located adjacent to the existing garage or carport, and the orientation of vehicle access shall remain the same;

(D) The extended structure area is for a garage use only; the encroachment into the front yard setback cannot be used as habitable space;

(E) The extended structure shall not exceed one story, and the height shall not extend above the roofline of the existing residential structure;

(F) The width of the garage or carport shall not exceed 24 feet;

(G) The depth of the garage or carport shall not exceed 24 feet or the depth of the existing garage or carport, whichever is greater. Storage areas and additions shall not be included in calculating the existing depth of the garage or carport; and

(H) The structure must comply with all applicable fire and building codes.

2. *Side.* The minimum side yard setback is eight feet, subject to the following exceptions:

- a. *Projection.* Sills, cornices, chimneys, flues, eaves and ornamental features may project into the side yard up to three feet.
- b. *Stairs and Landings.* Outside stairways and landings required by the building code for exterior doorways may project into the side yard up to three feet.
- c. *Single Family Attached Structure.* In the case of a preexisting single family attached structure, the structure shall be exempt from the interior side yard setback.
- d. *Attached Single-Car Garages and Carports.* In the case where an existing single family residence has an attached garage or carport that accommodates less than two cars because of its width, the garage or carport may be extended to the side yard property line, as well as toward the rear yard at the same setback as the existing structure, provided the following items are satisfied. (For purposes of this provision, "existing" is defined as structures built before the adoption of this provision):
 - i. The extended structure area is for a garage use only; the encroachment into the side yard setback cannot be used as habitable space~~;~~
 - ii. The extended structure shall not exceed one story, and the height shall not extend above the roofline of the existing residential structure~~;~~
 - iii. The width of the garage or carport shall not exceed ~~twenty-four~~24 feet~~;~~
 - iv. The depth of the garage or carport shall not exceed ~~twenty-four~~24 feet or the depth of the existing garage or carport, whichever is greater. Storage areas and additions shall not be included in calculating the existing depth of the garage or carport.~~The existing depth of the garage shall not include storage areas or additions that are outside the existing roofline of the garage.~~
 - v. The extended structure shall contain no openings on the side contiguous to the property line and no drainage from the roof shall be discharged onto an adjacent property~~;~~
 - vi. Proof of licensed survey identifying the property line adjacent to the extended structure and assurance that the extended structure will not be constructed on any designated utility easement(s); and~~;~~

vii. ~~The structure must comply with all applicable fire and building codes. All fire and building code provisions that address structures, their features and siting shall be addressed.~~

viii. ~~This exception is intended to provide a property owner of an older home with an attached single-car garage or carport the ability to have a standard attached two-car garage or carport where it otherwise would not be allowed because of the eight-foot side yard setback.~~

ix. ~~All new home construction shall comply with the eight-foot side yard setback. This includes situations where the existing house is demolished and replaced with a new structure.~~

[...]

17-2-8 "H" definitions.

"Habitable space (room)" means space in a structure for living, sleeping, eating, or cooking. Bathrooms, toilet compartments, closets, halls, storage, garage, or utility space, and similar areas are not considered "habitable space."



CITY COUNCIL MEETING
Minutes
Tuesday September 15, 2026

Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: Mayor Dustin Gettel

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

STAFF: Matt Dahl, City Manager; Rori Andreason, HR Director/City Recorder; Garrett Wilcox, City Attorney; 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; Aubrey Christensen, RDA Program Manager; Laura Magness, Communications Director; Chief April Morse, UPD; Chief Rich, UFA; and Matt Pierce, IT Director.

6:00 p.m. – REGULAR MEETING

Mayor Dustin Gettel called the regular meeting to order at 6:01p.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 Rich]

Chief Rich delivered the Unified Fire Authority report in Chief Nathan Kay's absence. The Chief reported that UFA responded to 377 incidents in Midvale during the past month, compared with 340 during the same period last year; the activity was consistent with expected annual trends.

The safety message focused on e-bike risks, especially high-powered models that can function like electric motorcycles. UFA is seeing more related incidents and plans to prioritize public education because enforcement is difficult. Outreach will focus on parents and young riders who may not understand traffic laws or how quickly the e-bikes travel. Chief Rich cited more than 20,000 national e-bike injuries, including 3,000 emergency-

room stays, and 536 emergency-room visits in Utah during the prior year. UFA will coordinate with other agencies, including the Utah Department of Transportation to promote safety and reduce serious or fatal injuries.

II. PUBLIC COMMENTS

Shane Manwaring, candidate for Salt Lake County Sheriff, introduced himself to the Mayor and City Council. He said he is a resident of Bluffdale, is married with five children, and has nearly 30 years of military leadership experience. He retired from the Utah National Guard as a colonel after commanding a task force of 2,995 personnel and overseeing a \$300 million budget in Afghanistan. He also described 23 years of law-enforcement experience and his current service as a police lieutenant and executive officer.

Mr. Manwaring said his goal, if elected, would be for the Sheriff's Office to serve as a strong partner to Midvale. His priorities include reducing the time officers spend booking individuals into jail with a stated goal of 15 minutes or less, and improving the jail system so individuals can be held safely and connected with opportunities to recover rather than being quickly released while experiencing substance withdrawal. He invited residents to learn more through his "Shane 4 Sheriff" social-media accounts and thanked the Council for its time.

III. COUNCIL REPORTS

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

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

C. Council Member Heidi Robinson — excused

D. Council Member Bryant Brown — said a resident alerted him to two sunken manhole covers on 7800 South near Dutch Bros. He drove past the area before the meeting and estimated the covers were approximately four inches below the roadway, creating a pothole-like hazard that could damage vehicle rims. He asked staff to investigate the issue.

E. Council Member Denece Mikolash — thanked the city for the opportunity to attend the American Planning Association conference alongside staff, noting how informative it was regarding middle housing, mixed-use, and trail planning.

She gave a shout-out to Jason Brian of the Public Works team for his dedicated, after-hours work cleaning up dirt dumped on Bingham Junction Boulevard while facing frustration from passing drivers. She expressed her enjoyment of the City's recent social media posts featuring staff members, calling them hilarious and encouraging the team to continue that effort.

IV. MAYOR REPORT

Mayor Dustin Gettel announced the formal resignation of Planning Commissioner Dustin Snow. Following this, he proposed that alternate member Mike Edwards be elevated to a full Planning Commissioner position to fill the vacancy, emphasizing the importance of maintaining a full commission.

Mayor Gettel reported on a recent meeting with representatives from Housing Connect regarding potential upgrades to their facility located near Union Park in the form of about 30 twin home units. He noted that he was impressed by their presentation and recommended that the Council schedule a future site tour to better understand the project's scope and potential impact.

Mayor Gettel officially recognized the Unified Police Department for its compassionate handling of a local incident involving a stolen autographed sports jersey from a child. The Connie Crosby Resource Center, in collaboration with the Salt Lake Bees, Chief Morse and the department, coordinated a special experience for the affected local family to replace the lost merchandise and host the family at a Bees game. Mayor Gettel praised their commitment to community support beyond traditional enforcement.

V. CITY MANAGER REPORT

Matt Dahl provided updates on upcoming community events, including a ribbon-cutting ceremony scheduled for the Honeysuckle Coffee Company project this Saturday at 9:30 AM; the Midvale Main Street Classic Car Show on September 26th; and the Fall Fest on October 3rd from 4-7:30 p.m., which is the rescheduled event due to the canceled Harvest Days activities. Also, scheduled is a UFA pancake breakfast at Station 126 on October 10th and October 24th will be the Trick or Treat on Main Street event. Mr. Dahl reported that the city's new Emergency Planner, Madeline Burnham, started this week.

Mayor Dustin Gettel added that there is a ribbon-cutting for the new 'Friends' business (formerly a Harts gas station) scheduled for the tomorrow at 11:00 AM.

VI. PUBLIC HEARINGS

A. RECEIVE PUBLIC COMMENT REGARDING AMENDMENTS TO SECTION 17-7-10.12.5(E) OF THE MIDVALE MUNICIPAL CODE TO MODIFY PRIVATE STREET STANDARDS

Wendelin Knobloch said the Gardner Group proposes the following language to eliminate sidewalks from private streets within the Jordan Bluffs zone; words that are struck out are proposed to be removed and words that are underlined are proposed to be added:

The following provision is found in the **Midvale City Code 17-7-10.12.5(E)**

E. *Private Road Improvements*. Projects may have interior private roads. The minimum right-of-way width must accommodate the pavement width required by the fire code. Sidewalks are required only when the residential units front the private road. ~~-and curb, gutter and five-foot-wide sidewalks on both sides.~~ Additional right-of-way width is required for on-street parking or bike lanes. This standard supersedes the standards set forth in Title 16 of the Midvale City Code, including, without limitation, the requirements of Section 16.02.050(E).

This amendment proposes to eliminate sidewalks and to supersede standards in Title 16, which is Midvale's subdivision ordinance.

The City Council amended Title 16 earlier this year and approved Ordinance No. 2026-O-08, which requires sidewalks on both sides of private streets.

Sidewalks fulfill an important purpose in separating and protecting pedestrians from automobiles and are an integral part of a walkable urban environment. Missing sidewalks are safety hazards that do not belong in a high-quality urban environment.

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

Zoning Code Text Amendment Criteria, MMC 17-3-1(F)

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

× 1. The proposed amendment promotes the objectives of the general plan and purposes of this title;

Staff Response: This amendment proposes to reduce safety, walkability, and connectivity, which does not advance the objectives of the general plan to provide for (1) "high-quality mixed-use office/commercial and residential development" and (2) "connectivity to the Main Street neighborhood, either physically (crosswalks) or by urban design."

× 2. The proposed amendment promotes the purposes outlined in Utah Code Annotated 10-9a-102 [Renumbered 10-20-101];

Staff Response: The proposed amendment does not promote the health, safety, welfare, comfort, convenience, and orderly growth purposes of UCA 10-9a-102 [Renumbered 10-20-101] due to its reduction in safety, walkability, and connectivity.

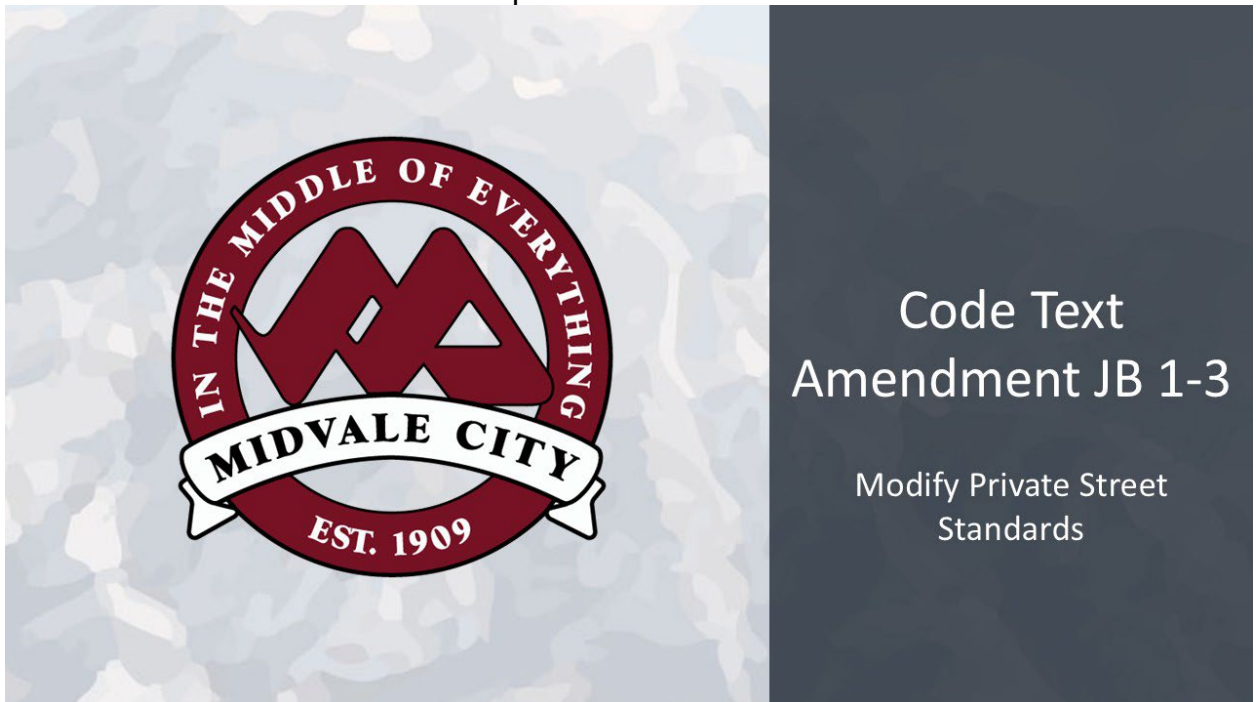
× 3. The proposed amendment more clearly explains the intent of the original language or has been amended to make interpretation more straightforward; or

Staff Response: The amendment proposes changes but does not explain the original intent more clearly or simplify interpretation; on the contrary, this amendment complicates the code because it proposes to "supersede" the provisions of Title 16 Subdivisions.

✕ 4. Existing zoning code was the result of a clerical error or a mistake of fact.

Staff Response: The existing zoning code was not established due to clerical or factual errors, rather it reflects the intent of the Midvale City Council.

Staff finds that this proposal fails to meet the standard the ordinance sets for zoning code text amendments to receive a positive recommendation.



Private Street Standards

E. *Private Road Improvements.* Projects may have interior private roads. The minimum right-of-way width must accommodate the pavement width required by the fire code. Sidewalks are required only when the residential units front the private road and curb, gutter and five-foot-wide sidewalks on both sides. Additional right-of-way width is required for on-street parking or bike lanes. This standard supersedes the standards set forth in Title 16 of the Midvale City Code, including, without limitation, the requirements of Section 16.02.050(E).

Private Street Standards

Midvale City Code 16.02.050(E)

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

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

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Deleted: or a four-foot sidewalk and a five-foot park strip on one side.

*Approved
3/24/2026*

ORDINANCE NO. 2026-O-08

AN ORDINANCE AMENDING TITLE 16 AND SECTION 17-4-3 OF THE MIDVALE CITY MUNICIPAL CODE TO COME INTO COMPLIANCE WITH REQUIREMENTS OF THE UTAH STATE LEGISLATURE

Private Street Standards

Why does Midvale City believe sidewalks are a necessity?

- Sidewalks separate and protect pedestrians from automobiles
- Integral part of a walkable urban environment
- Provide exceptionally high scientifically proven safety benefits

Private Street Standards



U.S. Department of Transportation
Federal Highway Administration

OFFICE OF SAFETY
Proven Safety Countermeasures



Safety Benefits:

Sidewalks
65-89%
reduction in crashes involving pedestrians walking along roadways.³

Paved Shoulders
71%
reduction in crashes involving pedestrians walking along roadways.³

Walkways

A walkway is any type of defined space or pathway for use by a person traveling by foot or using a wheelchair. These may be pedestrian walkways, shared use paths, sidewalks, or roadway shoulders.

With more than 6,200 pedestrian fatalities and 75,000 pedestrian injuries occurring in roadway crashes annually,¹ it is important for transportation agencies to improve conditions and safety for pedestrians and to integrate walkways more fully into the transportation system. Research shows people living in low-income communities are less likely to encounter walkways and other pedestrian-friendly features.²

Well-designed pedestrian walkways, shared use paths, and sidewalks improve the safety and mobility of pedestrians. Pedestrians should have direct and connected network of walking routes to desired destinations without gaps or abrupt changes. In some rural or suburban areas, where these types of walkways are not feasible, roadway shoulders provide an area for pedestrians to walk next to the roadway, although these are not preferable.

Transportation agencies should work towards incorporating pedestrian facilities into all roadway projects

unless exceptional circumstances exist. It is important to provide and maintain accessible walkways along both sides of the road in urban areas, particularly near school zones and transit locations, and where there is a large amount of pedestrian activity. Walkable shoulders should also be considered along both sides of rural highways when routinely used by pedestrians.



Example of a sidewalk in a residential area.
Source: pedbikesmopages.org / Burden

Private Street Standards

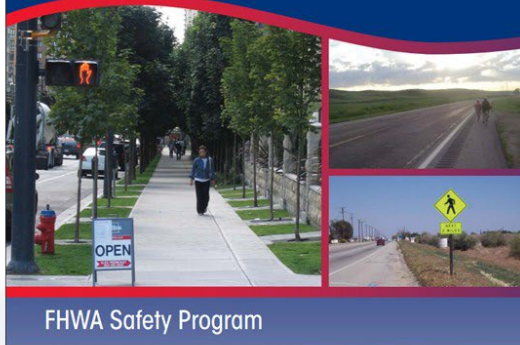
Safety Benefits of Walkways, Sidewalks, and Paved Shoulders



Providing walkways separated from the travel lanes could help to prevent up to 88 percent of these “walking along roadway crashes.”

Private Street Standards

Safety Benefits of Walkways, Sidewalks, and Paved Shoulders



Roadways without sidewalks are more than twice as likely to have pedestrian crashes as sites with sidewalks on both sides of the street. By providing sidewalks on both sides of the street, numerous midblock crossing crashes can be eliminated.

Private Street Standards

The current concept for which this and the following code amendments are sought includes:

- ≈ 34 street sides, i.e. 17 discreet streets
- Of ≈ 34 street sides 2 omit the sidewalk

Private Street Standards

parking or bike lanes. [This standard supersedes the standards set forth in Title 16 of the Midvale City Code, including, without limitation, the requirements of Section 16.02.050\(E\).](#)

Municipal Code	
☑ Your Selections 14	
– Title 16 Subdivisions	☐
– 16.01 Subdivisions	☐
> 16.01.010 Purpose.	☐
> 16.01.020 Definitions.	☐
> 16.01.030 Applicability.	☐
> 16.01.050 Violation of subdivision ordinance.	☐
> 16.01.060 Fees.	☐
> 16.01.070 Invalidity or unconstitutionality.	☐
> 16.01.080 Unlawful subdivision.	☐
> 16.01.090 Nonconforming structures.	☐
> 16.01.100 Condominium plat.	☐
> 16.01.110 Appeals.	☐
> 16.01.120 Preapplication meeting.	☐
> 16.01.130 Overview of subdivision process.	☐
– 16.02 Preliminary Plat	☐
> 16.02.010 Preliminary plat required.	☐
> 16.02.020 Application for preliminary plat approval.	☐
> 16.02.030 Contents of preliminary plat.	☐
> 16.02.040 Preliminary plat approval process.	☐
> 16.02.050 Design standards.	☐
> 16.02.060 Expiration of preliminary plat.	☐
– 16.03 Final Subdivision	☐
> 16.03.010 Final subdivision plat required.	☐
> 16.03.020 Application for final subdivision plat approval.	☐
> 16.03.030 Contents of final plat.	☐
> 16.03.040 Final subdivision plat approval process.	☐
> 16.03.050 Requirements for final subdivision plat.	☐
> 16.03.060 Expiration of final subdivision plat.	☐
– 16.04 Boundary Line Adjustment	☐
> 16.04.010 Boundary line adjustment permitted.	☐
> 16.04.020 Application for boundary line adjustment.	☐
> 16.04.030 Boundary line adjustment review.	☐
– 16.05 Vacation, Replat, or Amendment of Plat	☐
> 16.05.010 Subdivision amendments not involving public streets.	☐
> 16.05.020 Subdivision amendments involving public streets.	☒

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

E. 1. Private streets shall align with and connect to existing streets, whether public or private, on adjoining properties unless the planning commission, after recommendation of city staff, determines that the general plan, topography, traffic demands, or other conditions make it better to depart from the system.

2. To the extent possible, private streets shall be laid out in a manner that reduces dead-end roads and promotes connectivity.

3. Private streets shall be laid out in a manner that provides future access to undeveloped and underdeveloped property.

E. 5. All new private streets shall comply with the following street lighting standards:

a. Light sources shall be at least as efficient as LED and no greater than four thousand K in correlated color temperature (CCT).

b. Light fixtures shall use a cutoff luminaire that is fully or partially shielded with no light distributed above the horizontal plane of the luminaire or into nearby residential structures.

c. Luminaires shall be mounted at a height no higher than twenty feet above the adjacent roadway.

d. Streetlights shall be placed at intersections and at a frequency no less than one streetlight per every one hundred fifty feet of roadway, rounded up to the next whole number. Streetlight locations shall alternate sides of the street to the greatest extent possible.

e. Poles and fixtures shall be black, dark brown, or another neutral color approved by the community development director.

f. Poles, luminaires, sources, and associated fixtures shall match in construction those used on public streets to the greatest extent possible. The community development director may exempt an applicant from this requirement if the applicant is implementing a thematic design which incorporates lighting.

Private Street Standards

This amendment is not targeted the change to the JB 1-3 zone:

- The applicant states that they would like to target the code language via a provision in the development agreement.
- The development agreement has not been reviewed and is not before the City Council

Zoning Code Text Amendment Criteria

- ✗ 1. The proposed amendment promotes the objectives of the general plan and purposes of this title;

Staff Response: This amendment proposes to reduce safety, walkability, and connectivity which does not advance the objectives of the general plan to provide for (1) "high-quality mixed-use office/commercial and residential development" and (2) "connectivity to the Main Street neighborhood, either physically (crosswalks) or by urban design".

- ✗ 2. The proposed amendment promotes the purposes outlined in Utah Code Annotated 10-9a-102 [Renumbered 10-20-101];

Staff Response: The proposed amendment does not promote the health, safety, welfare, comfort, convenience and orderly growth purposes of UCA 10-9a-102 [Renumbered 10-20-101] due to its reduction in safety, walkability, and connectivity.

Zoning Code Text Amendment Criteria

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

Staff Response: The amendment proposes changes but does not explain the original intent more clearly or simplify interpretation; on the contrary, this amendment complicates the code because it proposes to “supersede” the provisions of Title 16 Subdivisions.

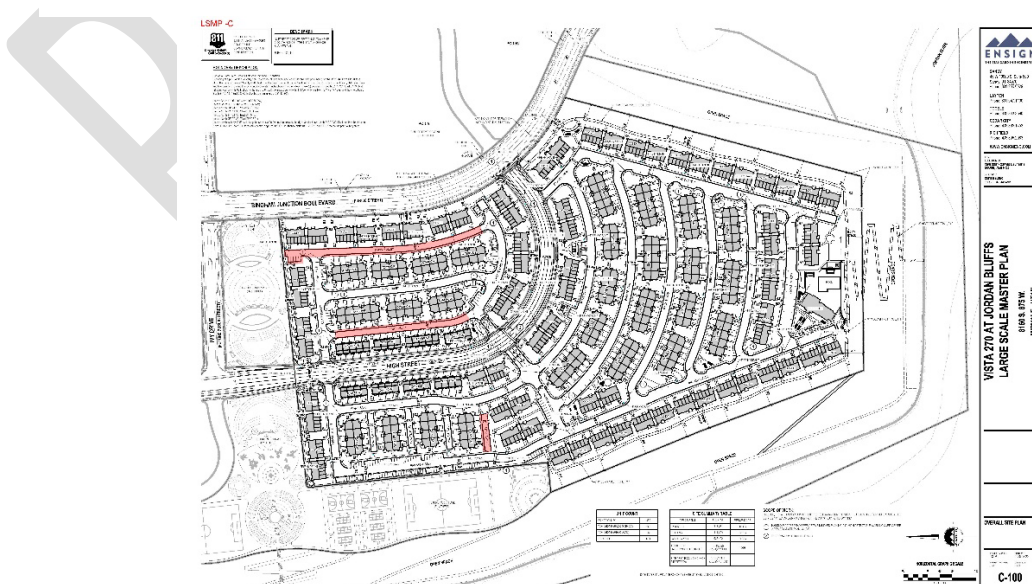
- ✗ 4. Existing zoning code was the result of a clerical error or a mistake of fact.

Staff Response: The existing zoning code was not established due to clerical or factual errors, rather it reflects the intent of the Midvale City Council.

Recommended Motion

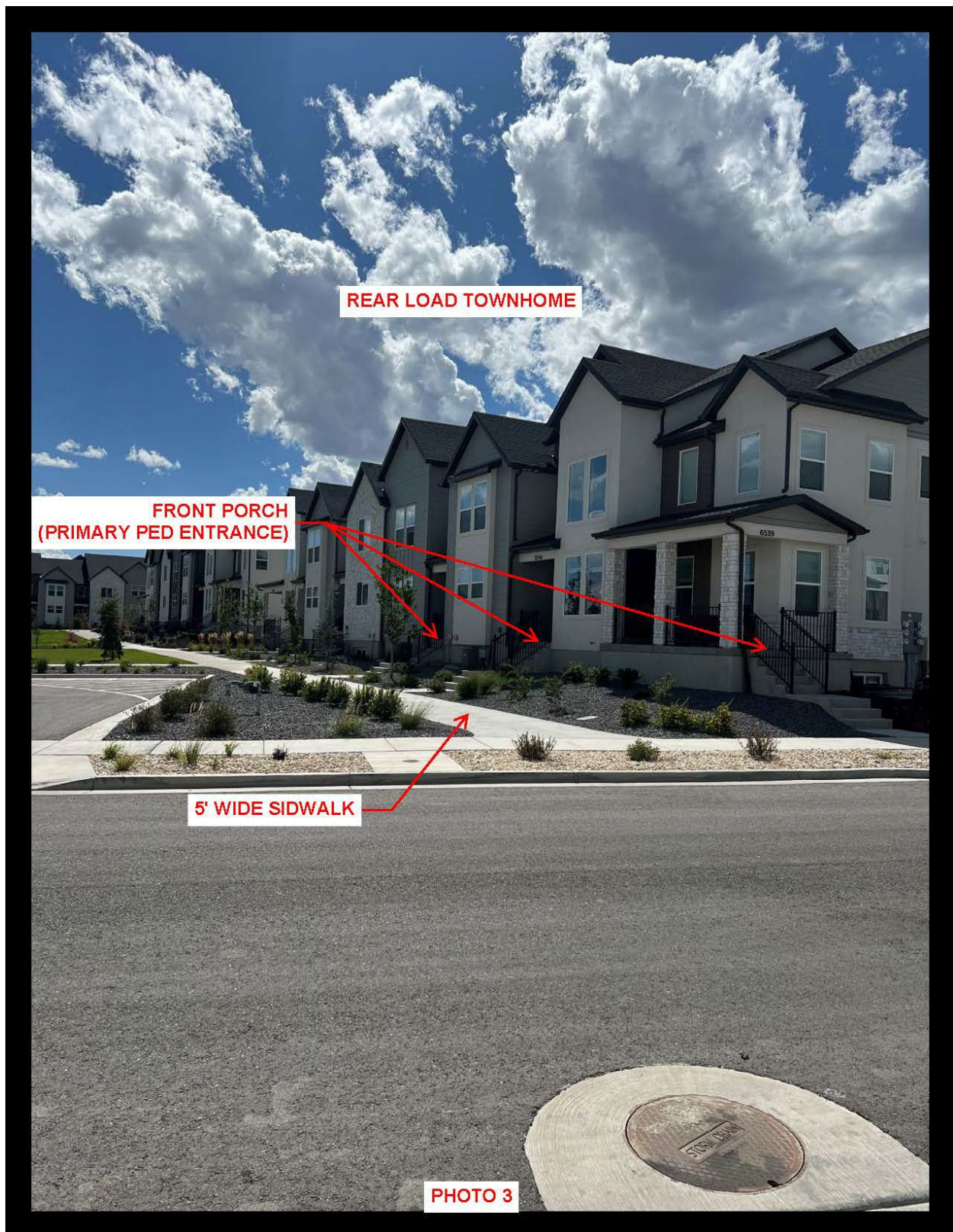
RECOMMENDED MOTION

I move that we deny Ordinance No. 2026-O-29 which Amends Section 17-7-10.12.5 of the Midvale Municipal Code to Modify Private Street Standards based on the finding noted in the staff report.

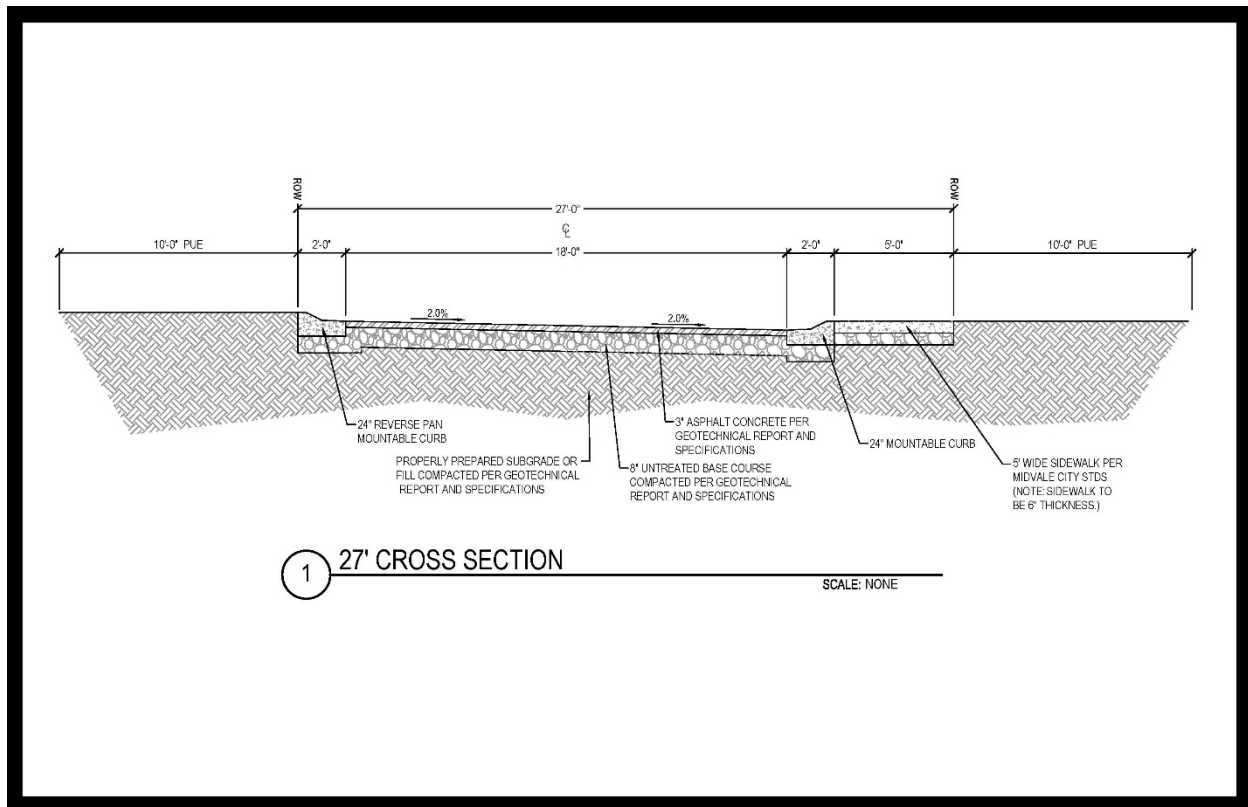












MOTION: Council Member Paul Glover **MOVED** to open the public comment section of the hearing. The motion was **SECONDED** by Council Member Bonnie Billings. Mayor Gettel called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

There were no public comments.

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

ACTION: Consider Ordinance No. 2026-O-29 which Amends Section 17-7 10.12.5(E) of the Midvale Municipal Code to Modify Private Street Standards

Dave Dennison, Gardner Group, highlighted a shift in the project's strategy, noting that while approximately 2,200 apartments were originally approved for these pods, the team has successfully pivoted to a for-sale product model. He expressed excitement about partnering with Edge Homes, which is expected to result in approximately 600 to 640 for-

sale units. Dave Dennison confirmed that the master plan remains consistent with the vision presented during a February 3rd work session, maintaining a split between office and retail space on the north side of Ivy and a residential focus on the south side. He acknowledged the ongoing work with the planning commission and city staff to address necessary text amendments to fit the current development goals within established municipal rules. Dave Dennison introduced Paxton Guyman to address the Council.

Paxton Guyman emphasized that the team is not seeking to replace or override the entire city subdivision ordinance. Instead, they are requesting a specific standard for only three designated private alleys within the Jordan Bluffs project. He said that the proposed changes, specifically the inclusion of a sidewalk on only one side of these private alleys, are the safest approach for these specific, low-traffic areas. He noted that 20-foot driveways on both sides of the alleys allow vehicles to park entirely off the street preventing the common issue of vehicles overhanging into sidewalks.

Recognizing the city staff's recommendation for denial, Paxton Guyman suggested that the Council could resolve the concerns by adopting these standards through a development agreement that applies exclusively to this specific project rather than a broad text amendment to the city code.

Council Member Bryant Brown asked who enforces the parking, Unified Police or the HOA?

Garrett Wilcox said it would be the HOA enforcing parking restrictions because it's on private property.

Council Member Bonnie Billings asked where guests would park and if they did park in the driveway, they would not have a sidewalk.

Branden Watson, Edge Homes, showed on the slide show where guests could park in designated guest parking.

Council Member Denece Mikolash expressed concern that if the amendment is approved, the development agreement could be changed because it hasn't been approved yet.

Quint Elder, Edge Homes, gave an explanation of sidewalks in the Bingham Junction development and said just because code allows a 5-foot sidewalk, they wouldn't necessarily use a 5-foot sidewalk.

Council Member Bonnie Billings asked if their decision would set a precedent.

Garrett Wilcox said politically it may set a precedent but legally it probably would not.

After much discussion about sidewalks in other developments and parking and safety issues, the Council chose to require a development agreement to address the sidewalk issues.

MOTION: Council Member Bryant Brown MOVED to Deny Ordinance No. 2026-O-29 which Amends Section 17-7-10.012.5(E) of the Midvale Municipal Code to Modify Private Street Standards. The motion was **SECONDED** by Council Member Denece Mikolash. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote.

The voting was as follows:

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

The motion passed unanimously.

B. RECEIVE PUBLIC COMMENT REGARDING AMENDMENTS TO FIGURES 1 AND 2 IN CHAPTER 17-7-10.12 OF THE MIDVALE MUNICIPAL CODE TO ELIMINATE RIGHTS-OF-WAY ADJACENT TO POD I

Wendelin Knobloch said Figures 1 and 2 in the Jordan Bluffs (JB) 1-3 zone show the following:

1. A Secondary Public Road dividing Pod I from J at a distance from the public park that leaves Pod I slightly smaller than Pod J. This road breaks up the block which creates a smaller and more walkable design unit and connectivity to Bingham Junction Blvd.
2. A narrower public right-of-way on the southern edge of the park.

Eliminating these features will result in a less pedestrian-oriented design.

The applicant states that "This should help traffic congestion at the intersection just north on Ivy & Bingham Jct Blvd". Eliminating the road between Pods I and J, however, may increase congestion because there are fewer connections to Bingham Junction Blvd.

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

Zoning Code Text Amendment Criteria, MMC 17-3-1(F)

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

1. The proposed amendment promotes the objectives of the general plan and purposes of this title;

Staff Response: This amendment proposes to reduce connectivity, which does not advance the objectives of the general plan to provide for (1) “high-quality mixed-use office/commercial and residential development” and (2) “connectivity to the Main Street neighborhood”.

2. The proposed amendment promotes the purposes outlined in Utah Code Annotated 10-9a-102 [Renumbered 10-20-101];

Staff Response: The proposed amendment does not promote the health, welfare, and orderly growth aspects of the purposes of UCA 10-9a-102 [Renumbered 10-20-101] due to its reduction in connectivity.

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

Staff Response: The amendment proposes changes but does not explain the original intent more clearly or simplify interpretation.

4. Existing zoning code was the result of a clerical error or a mistake of fact.

Staff Response: The existing code was not established due to clerical or factual errors, rather it reflects the intent of the Midvale City Council.

Staff finds that this proposal does not meet the threshold the ordinance sets for zoning code text amendments to receive a positive recommendation.

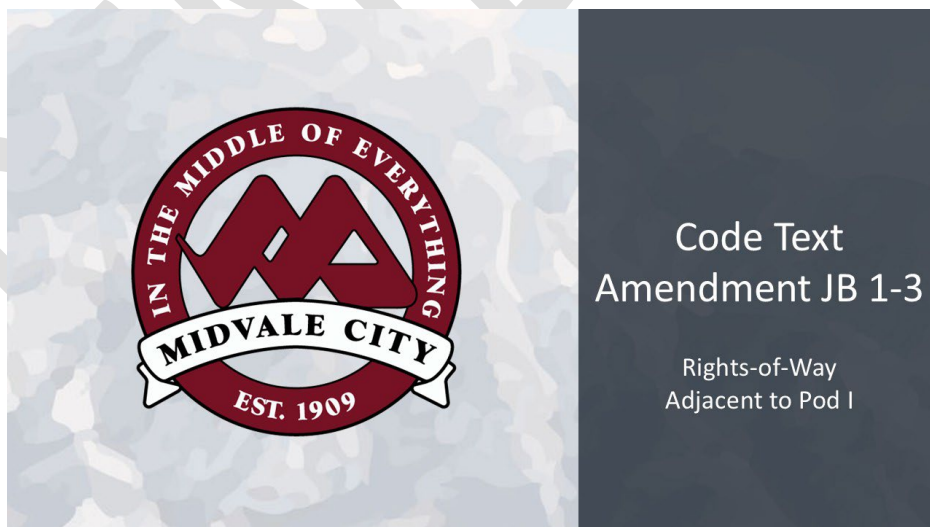


Figure 1: Eliminate Road Between Pods I & J

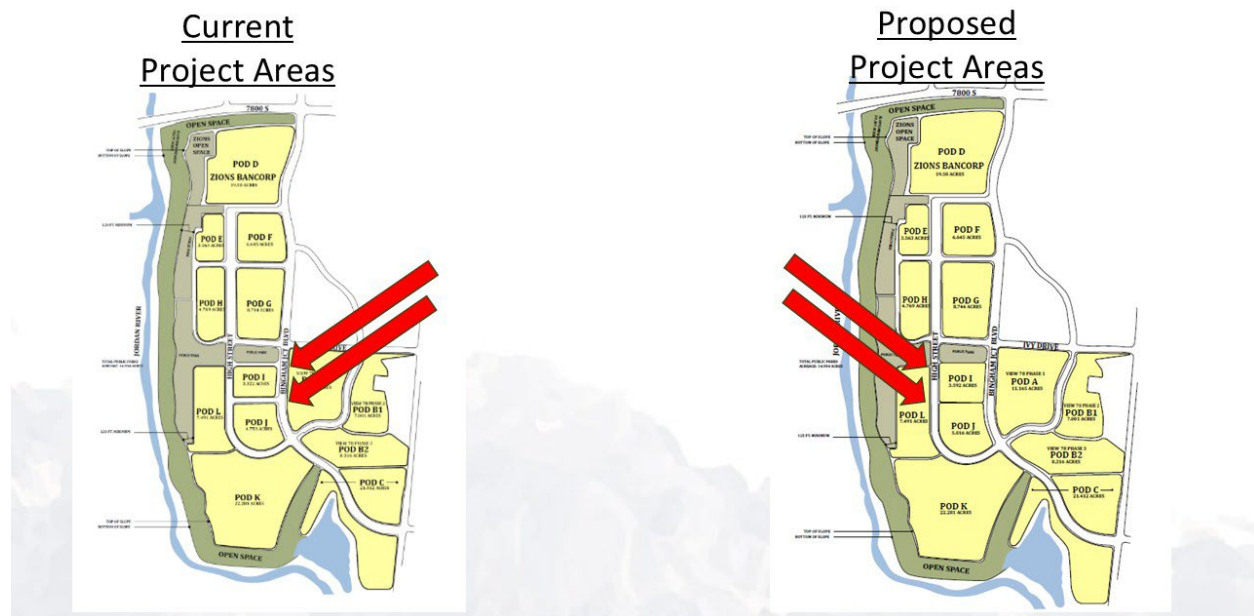
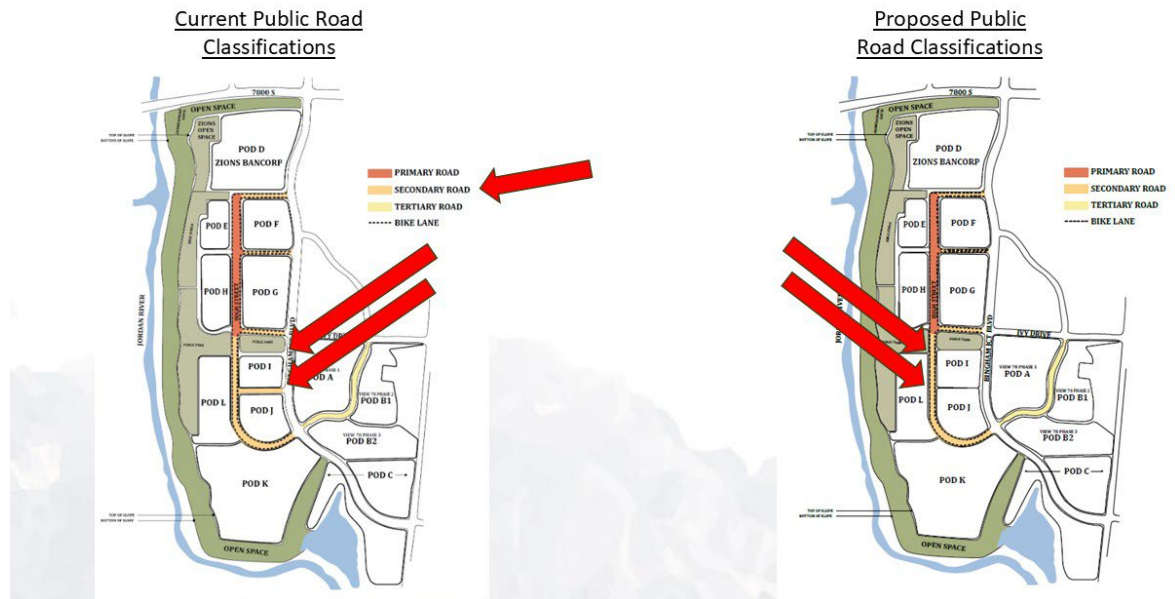


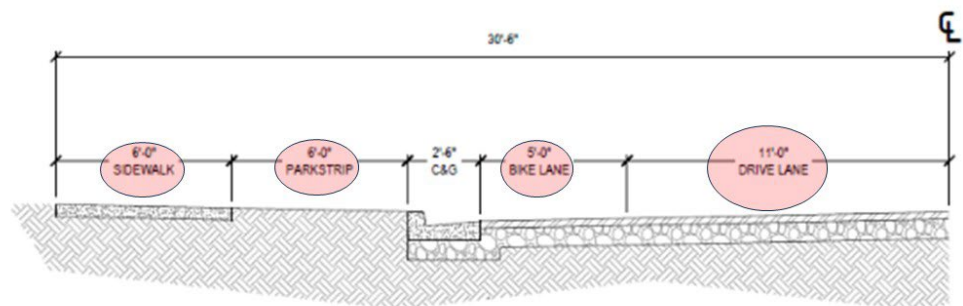
Figure 1: Eliminate Road Between Pods I & J



Figure 2 Eliminate Road Between Pods I & J



1. Eliminate Road Between Pods I & J Figure 4. Secondary Road Cross Section



SECONDARY
61-FOOT RIGHT-OF-WAY HALF SECTION

SCALE: NONE

Zoning Code Text Amendment Criteria

- ✗ 1. The proposed amendment promotes the objectives of the general plan and purposes of this title;

Staff Response: This amendment proposes to reduce connectivity which does not advance the objectives of the general plan to provide for (1) "high-quality mixed-use office/commercial and residential development" and (2) "connectivity to the Main Street neighborhood".

- ✗ 2. The proposed amendment promotes the purposes outlined in Utah Code Annotated 10-9a-102 [Renumbered 10-20-101];

Staff Response: The proposed amendment does not promote the health, welfare, and orderly growth aspects of the purposes of UCA 10-9a-102 [Renumbered 10-20-101] due to its reduction in connectivity.

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

Staff Response: The amendment proposes changes but does not explain the original intent more clearly or simplify interpretation.

- ✗ 4. Existing zoning code was the result of a clerical error or a mistake of fact.

Staff Response: The existing code was not established due to clerical or factual errors, rather it reflects the intent of the Midvale City Council.

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

There were no public comments.

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

ACTION: Consider Ordinance No. 2026-O-30 Amending Figures 1 and 2 in Chapter 17-7-10.12 of the Midvale Municipal Code to Eliminate Rights-of-Way Adjacent to POD I

Council Member Denece Mikolash asked what the plan will look like if the road stays.

Brandon Watson, Edge Homes, said they haven't created a plan that included a road between Pod I and J. They will make this one solid cohesive community by not splitting the pods with a road. He reviewed the traffic study, which stated there would normally be 8400 daily trips taken, but the way the development is proposed, it will cut the number of trips in half.

The Council and staff had a lot of discussions surrounding traffic, parking, and safety and its impact on the area and community and future decisions for the area.

MOTION: Council Member Bryant Brown MOVED to table Ordinance No. 2026-O-30 amending Figures 1 and 2 in Chapter 17-7-10.12 of the Midvale Municipal Code to eliminate rights-of-way adjacent to POD I until further discussion with the city engineer to help determine the safety and viability of the area by no later than October 20 this year. 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	Absent
Council Member Bryant Brown	Aye
Council Member Denece Mikolash	Aye
Council Member Bonnie Billings	Aye

The motion passed unanimously.

VII. CONSENT

A. CONSIDER MINUTES OF SEPTEMBER 1, 2026.

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

The voting was as follows:

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

The motion passed unanimously.

VIII. ACTION ITEMS

A. CONSIDER RESOLUTION NO. 2026-R-51 ADOPTING AMENDMENTS TO THE MIDVALE CITY POLICIES AND PROCEDURES MANUAL

Rori Andreason said the proposed amendments to the Midvale City Policies and Procedures Manual were presented and discussed at the September 1st Council Meeting. The proposed amendments include updates to existing policies, the addition of new policies and programs, and minor administrative and formatting revisions. Key proposed amendments include:

- **Compensatory Time Upon Promotion:** Clarifying that compensatory time earned while serving in one position cannot be transferred to or carried over into a different position upon promotion or transfer.
- **Bilingual Pay Differential:** Documenting existing program providing additional compensation for Spanish-speaking employees when their bilingual skills are used on a frequent basis in the performance of their job duties.
- **Remote Work Policy:** Adding a policy establishing guidelines and expectations for employees who are approved to work remotely.
- **Holidays:** Revising the holiday observance schedule to provide that when a holiday falls on a Friday or Saturday, the holiday will be observed on the preceding Thursday.
- **Dress Code:** Updating and clarifying employee dress and appearance expectations.
- **Driver Qualification Program:** Adding requirements and procedures to help ensure employees who operate City vehicles meet appropriate driver qualification and safety standards.
- **Vehicle Tracking Devices:** Informing staff that the use of vehicle tracking devices is allowed in City-owned vehicles for purposes including fleet management, operational efficiency, safety, and accountability.
- **Minor Edits and Formatting Amendments:** Making additional non-substantive revisions to improve consistency, clarity, organization, and formatting throughout the manual.



Proposed Amendments to Midvale Policies & Procedures Manual

Compensatory Time Upon Promotion – Pg 23

- Compensatory time balances shall not be carried over from one position to another when the promotion is outside the employees career ladder.
- Must use or be paid out before move
- Ensures consistent administration

Remote Work Policy – Pg 34

- The City will allow employees to work remotely when it is deemed in the best interest of the City
- Remote work is not an employee benefit, entitlement, or condition of employment.
- Eligibility standards
 - if all of the essential job functions of the position described in the job description can be completed without the need to be at a City facility or at a specified jobsite.
 - No position is completely remote.
 - Must be in good standing with the City
- Exceptions – Specific Project, Illness, Inclement Weather, Personal Emergency, City Emergency, NO out of state remote work.

Remote Work Policy – Pg 34

- **Approval Process and Accountability**
 - Department Director prior written approval
 - May be revoked or altered for any reason.
 - Limited Approval – No longer than 12 months at a time.
 - Equipment Check-out and Return Form – returned at end of remote work
- **Prohibitions**
 - In-person job responsibility
 - Service Levels
 - Meetings and trainings
 - Dependent Care – not a substitute for child, elder, or other dependent care.
 - 10 Hours per week – NO more than 10 hours per week.
 - Vacation Destination – not permissible without prior written approval.
 - Automatic Revocation – no longer meets eligibility criteria
- **Security, records and performance expectations**

Remote Work Policy – Pg 34

- **Remote Work Standards**
 - Schedule – as assigned
 - Work Performance – maintain performance and productivity
 - Policies and Procedures – apply (confidentiality, conduct, records, use of technology)
 - Phone Coverage – make and answer calls
 - Records – Records created, received or maintained subject to GRAMA. Must be stored on City systems not personal devices.
 - Confidential Information – protect personally identifiable information (preventing any access)
 - Work Environment – maintain a safe, free from distractions.
 - Connectivity – stable, fast internet connection required, use of VPN
 - Location – identify where they will be working
 - Overtime – must be pre-approved
 - Auditing – no expectation of privacy on any city-owned device.

Remote Work Policy – Pg 34

- Revocation
 - If employee violates this section, they will be prohibited from any further remote work until the City Manager reinstates their eligibility in writing to the HR Director and employee's department director.

Bilingual Pay Differential – Pg 42

- Formalizes existing program
- 4% qualifying positions / 2% limited-use positions
- Supports customer service to Spanish-speaking residents



Holiday Observance Update – Pg 67

- Except for Juneteenth, if a holiday falls on or is observed on a Friday or Saturday, the holiday will be taken on the preceding Thursday.
- If the holiday falls on a Sunday, the holiday shall be observed on the following Monday.
- If a holiday falls on or is observed on a Monday through Thursday, City Hall and Public Works will be closed for the holiday.
- Provides consistency in operations and staffing

Dress Code Revisions – Pg 84 & 85

- Expected to maintain professional appearance for position and work environment.
- Jeans are permitted as general workplace attire for physical labor positions, fieldwork, or other applicable duties.
- Employees participating in outdoor activity or event must still wear personal protective equipment appropriate to the task and conditions.
- Shorts, athletic wear, workout clothing and similar casual attire are not permitted unless specifically authorized for a job-related activity or event; must be approved in writing by City Manager.

Driver Qualification Program – Pg 129

- All employees or volunteers operating a city owned vehicle, while conducting business on behalf of the City, must be authorized drivers.
- MVR monitoring and qualification standards reviewed monthly by ULGT
- Must maintain valid Utah Driver License within 45 calendar days of expiration or talk with HR Director/Risk Manager
- Improves safety and reduces risk exposure
- Personal use of city vehicles is prohibited
- Only authorized employees and volunteers are allowed to ride in city vehicles.
- Occasional overnight take home use due to isolated incident or lateness of hour where impractical to return to City.

Vehicle Tracking Devices – Pg 131

- GPS/AVL authorized in City vehicles
- Fleet management, employee and public safety, fuel and mileage accounting, emergency response and vehicle recovery, verification of hours worked, defense of claims against the City, and monitoring compliance with City policies and applicable law.
- No expectation of privacy in the location, movement, operation or use of City vehicle, whether during or outside scheduled work hours.
- No employee may disable, remove, obstruct, tamper with, or otherwise interfere with tracking device or can be disciplined up to and including termination.

Minor Amendments

- Formatting, clarity and organization improvements

MOTION: Council Member Bonnie Billings MOVED to Approve Resolution No. 2026-R-51 Adopting the Proposed Amendments to the Midvale City Policies and Procedures Manual as Presented. The motion was SECONDED by Council Member Bryant Brown. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote.

The voting was as follows:

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

The motion passed unanimously.

B. CONSIDER RESOLUTION NO. 2026-R-52 ADOPTING UPDATES TO THE BOARD AND COMMITTEE ASSIGNMENTS FOR MIDVALE CITY

Matt Dahl said Midvale City actively participates in a variety of interlocal, nonprofit, and governmental organizations. Each year, the Mayor and City Council review and appoint representatives to serve on the governing boards and committees associated with these partnerships.

Due to the appointment of Public Works Director Jerimie Thorne to the Trans-Jordan Landfill Board, there is a vacancy for the alternate position on the board. It is recommended that Levi McNeill, the new Assistant Public Works Director, be appointed to fill this vacancy.

These changes are reflected in the proposed updated committee and board assignments list.

MOTION: Council Member Bryant Brown MOVED to Approve Resolution No. 2026-R-52 Adopting updates to the Board and Committee Assignments for Midvale City. 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.

IX. DISCUSSION ITEMS

A. DISCUSS THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE MIDVALE MILLS PROJECT

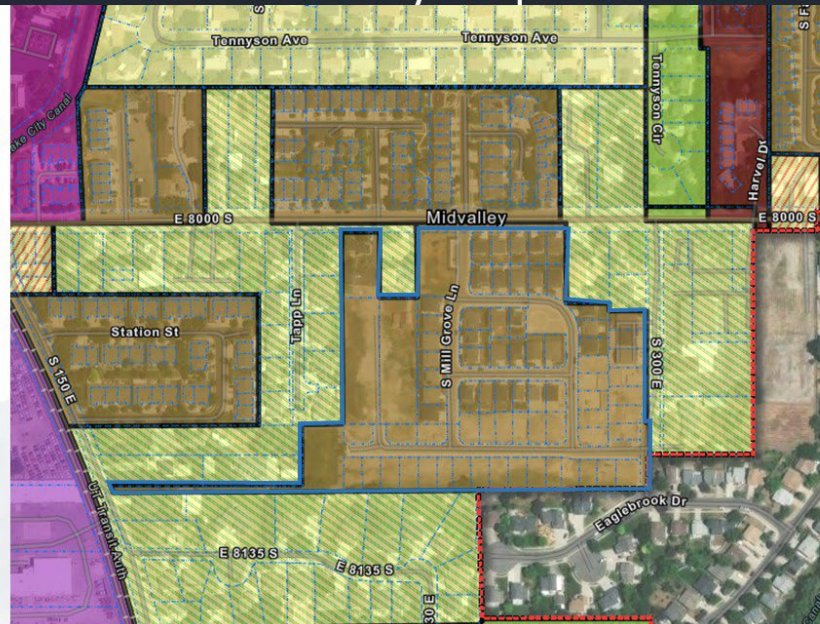
Elizabeth Arnold said the Midvale Mills is an existing development project that received its initial approvals and entered into a development agreement on April 14, 2021. Additional property was subsequently acquired, and the first amendment to the development agreement was executed on May 24, 2023.

Due to current market conditions, the developer is proposing an additional housing plan for the project. Because the housing plans are incorporated into the development agreement, the proposed changes require an amendment to the development agreement.

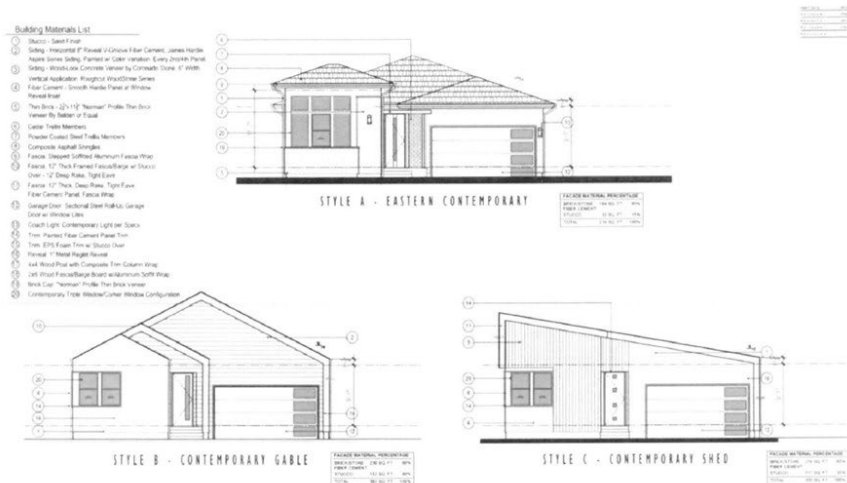
The proposed second amendment includes the original development agreement, the first amendment and proposed additional housing plan as exhibits for reference.



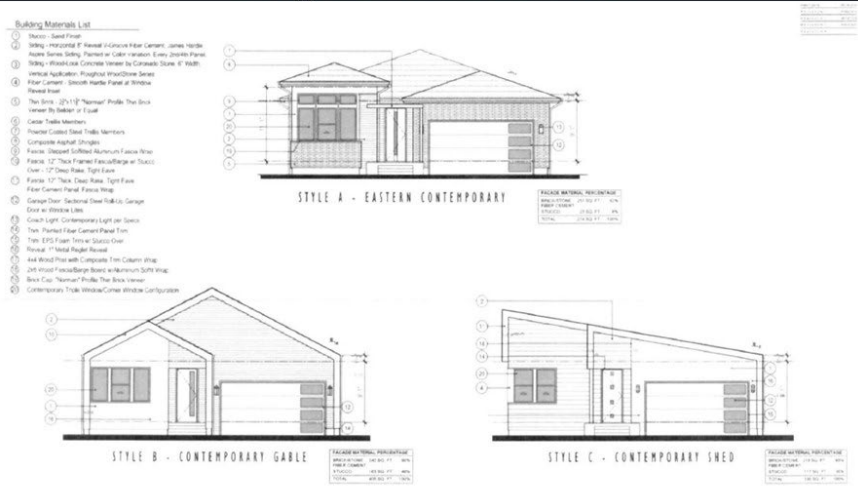
Vicinity Map



Original House Plan



Original House Plan



ktgy

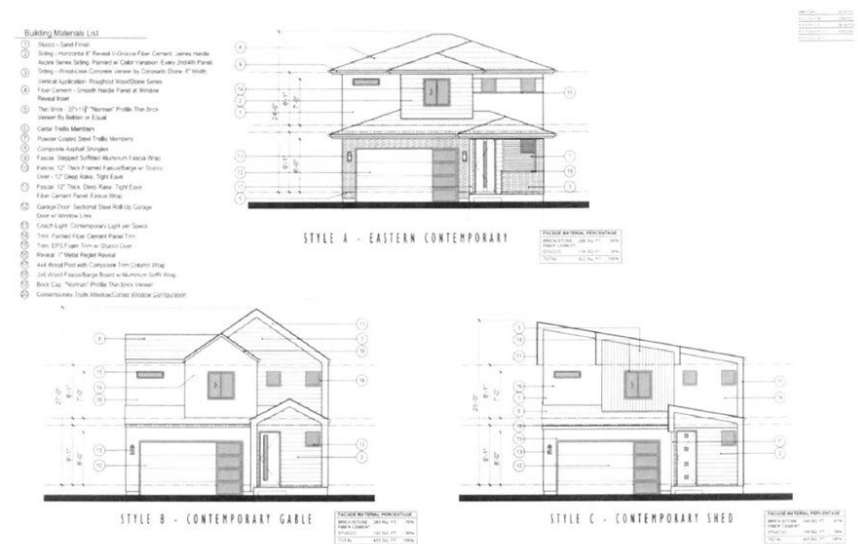
Midvale Mills
MIDVALE, UTAH 84045-0107

CONCEPTUAL DESIGN
JAN-FEB 2011

BELLOWS - FRONT ELEVATIONS

A2.1

Original House Plan



ktgy

Gartlett

Midvale Mills
MIDVALE, UTAH • 84040-0719

CONCEPTUAL DESIGN
July 1992 (20%)

GOMEZ - FRONT ELEVATIONS

A3.1

Original House Plan



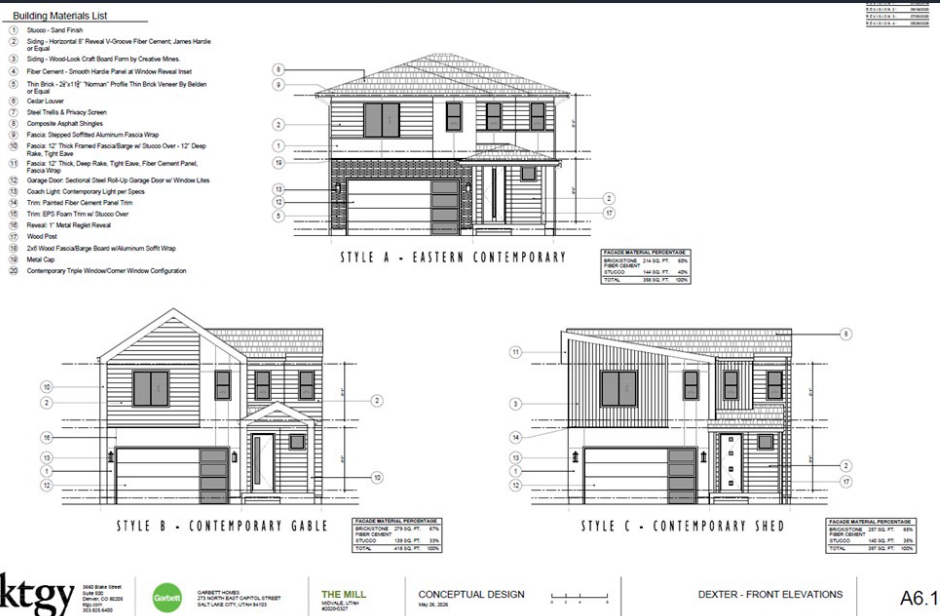
Original House Plan



Original House Plan



The Dexter



Jacob Alstead, Garbett Homes, said that Garbett Homes has been active in the project for several years and that the community is planned for approximately 80 to 90 residential lots. He explained that they are seeking to add an additional house plan to add to the existing approved list offering more variety to prospective buyers. He stated the new, slightly smaller home plan allows for better flexibility across the remaining lots and helps the company navigate changing market conditions while maintaining the established architectural style of the development.

Council Member Bryant Brown said he is dismayed that the project is not walkable; there are a lot of cars parking on the sidewalk.

Jacob Alstead said that they are working with the management company to start enforcing the parking rules.

Mayor Gettel requested this item be put on the Consent Agenda for the October 6th meeting and all agreed.

B. DISCUSS THE SECOND AMENDMENT TO INTERLOCAL AGREEMENT WITH THE SALT LAKE COUNTY HEALTH DEPARTMENT FOR UPLIFT MIDVALE COALITION FUNDING

Matt Dahl said In August 2023, the Midvale City (City) entered into an Interlocal Cooperation Agreement with Salt Lake County, on behalf of the Salt Lake County Health Department (SLCoHD). Through the agreement, the County passes through State DHHS Youth Incidences of Violence funding to the City to employ a full-time coalition coordinator and to support the operations and initiatives of a formal community coalition that addresses youth issues through an integrated community public health, and public safety approach. That coalition is Uplift Midvale, which the City has since organized under the Communities That Care (CTC) framework. The agreement runs through June 30, 2027, and was amended for the first time on October 16, 2025, to add funding and update the payment schedule.

The County has now prepared a Second Amendment to the agreement. The amendment has been signed by the SLCoHD Executive Director and reviewed by the District Attorney's Office as to legality and form and is awaiting execution by the City and the County Mayor. The Second Amendment does three things:

1) Adds \$10,000 in CTC funds to Year 5. The County is adding \$10,000 in Communities That Care funding to the final year of the agreement (July 1, 2026 – June 30, 2027). These funds support the coalition's CTC-based work, including training and the implementation of prevention strategies identified in the Uplift Midvale strategic plan

2) Reduces Year 5 operations funding from \$37,500 to \$30,000. The County is decreasing the Year 5 "coalition operations and initiatives" funding by \$5,000. The County has indicated this reduction is offset in the overall project budget by the CTC funds described above.

3) Adds payment schedule tables clarifying the total project budget. The amendment adds three tables to Section 5 of the agreement. The tables distinguish between the funds that are passed through to the City (the coordinator position, coalition operations, and CTC funds) and the total project budget, which also includes the County's Community Violence Epidemiologist position and SLCoHD overhead. Those County-retained components do not flow to the City, but they have not previously been shown in the agreement.

The table below summarizes the funding passed through to the City by State fiscal year, as reflected in the Second Amendment:

Funding Component	Year 2 (SFY24)	Year 3 (SFY25)	Year 4 (SFY26)	Year 5 (SFY27)	Contract Total
Coalition Coordinator	\$100,000	\$100,000	\$100,000	\$75,000	\$375,000
Coalition Operations and Initiatives	\$35,000	\$35,000	\$35,000	\$30,000	\$135,000
CTC Funding	\$0	\$0	\$10,000	\$10,000	\$10,000
Total to Midvale City	\$135,000	\$135,000	\$145,000	\$115,000	\$530,000

Year 1 (SFY23) carried no funding and is omitted from the table. All funding under the agreement is paid to the City on a reimbursement basis upon submission of monthly financial reports and program data to the County. The coordinator position and coalition operations are included in the City's FY2027 budget; the additional CTC funds will be incorporated into the coalition's work plan and budget for the current fiscal year.

The table also highlights a decline in funding for the Coalition Coordinator Position. This reduction in funding was not accounted for in Midvale FY27 budget. A budget amendment would be necessary to cover the \$25,000 reduction in funding. Staff is evaluating potential sources.

Staff are presenting the Second Amendment for discussion tonight and will return to the October 6, 2026 City Council meeting with a resolution authorizing the Mayor to execute the amendment. With the amendment in place, the agreement will remain in effect through June 30, 2027. Staff will continue working with SLCoHD and Uplift Midvale on the coalition's long-term funding and structure as the agreement approaches its expiration.



Uplift Midvale
Discuss Second
Amendment
to Interlocal
Agreement with
the SLCo.HD for
Uplift Midvale
Coalition Funding

Background

- Salt Lake County Health Department and Midvale City entered an Interlocal Agreement August 15, 2023
- Agreement funded the creation of Midvale community coalition, Uplift Midvale, under the Communities That Care strategic framework

Communities That Care (CTC)

Communities That Care (CTC) is a nationally recognized prevention system designed to help communities reduce youth problem behaviors such as substance abuse, violence, and delinquency. It's a data-driven, evidence-based framework that empowers local stakeholders—like schools, parents, law enforcement, and health organizations—to work together to improve outcomes for young people.

Uplift Midvale

Our Vision

Uplift Midvale is a collaborative network that empowers youth to thrive within a supportive and resilient community by providing resources that focus on commitment to families, schools, and community.

Our Mission

Uplift Midvale nurtures a community where the potential of every young individual is recognized, celebrated, and empowered to lead a healthy and fulfilling life.



Second Amendment

- CTC funding award of \$10,000 to be applied to (final) year 5 of the payment schedule ending June 30, 2027
- Reduced operations funding from \$37,500 to \$30,000
- The agreement adds itemized schedule clarifying the total project budget
 - Decline in funding for the Coalition Coordinator Position. (\$100,000 to \$75,000)
 - Staff evaluating the potential sources
 - Potential possible City budget amendment

Matt Dahl said that due to an expected 5 year reduction in the operating funds and the funding for the coalition coordinator position and due to the fact that we don't always spend all this money, the gap is about \$15,000 to fully fund through the rest of the year. We could use some operations money to fill the gap, or we may choose to ask Council to propose one-time money due to this agreement coming to an end this fiscal year.

Council Member Denece Mikolash asked if the program was intended to end in 5 years or can we re-evaluate the program and keep it going?

Matt Dahl explained that the grant funding ends at the end of 5 years and then during the next budget period we will discuss how we can fund the operations and staffing for the project going forward.

Mayor Gettel requested this be put on the Consent Agenda for the October 6th meeting and all agreed.

X. ADJOURN

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

The meeting adjourned at 8:09 p.m.

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

Approved October 6, 2026

PENDING



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

MIDVALE CITY COUNCIL STAFF REPORT 10/6/2026

SUBJECT

Consider Resolution No. 2026-R-53 Approving the Second Amendment to the Development Agreement for The Midvale Mills Project

SUBMITTED BY

Elizabeth Arnold, Senior Planner

BACKGROUND AND OVERVIEW

The Midvale Mills is an existing development project that received its initial approvals and entered into a development agreement on April 14, 2021. Additional property was subsequently acquired, and the first amendment to the development agreement was executed on May 24, 2023.

Due to current market conditions, the developer is proposing an additional housing plan for the project. Because the housing plans are incorporated into the development agreement, the proposed changes require an amendment to the development agreement.

The proposed second amendment includes the original development agreement, the first amendment, and proposed additional housing plan as exhibits for reference.

RECOMMENDED MOTION

I move that we approve Resolution No. 2026-R-53 approving the Second Amendment to the Development Agreement for The Midvale Mills Project.

ATTACHMENTS

1. Resolution No. 2026-R-53
2. Draft Second Amendment to the Development Agreement, titled "Second Amendment to the Development Agreement (Midvale Mills Project)"

RESOLUTION 2026-R-53

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE MIDVALE MILLS PROJECT

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 April 14, 2021, for The Midvale Mills Project between Midvale City Corporation and Midvale Mill Investments LC; recorded as Entry #13656350, Book 11170, Pages 8261-8319 in the Salt Lake County Recorder's Office and was subsequently amended by the First Amendment to the Development Agreement for The Midvale Mills Project entered into on May 24, 2023; recorded as Entry #14109629, Book 11421, Pages 3770-3845 in the Salt Lake County Recorder's Office (collectively, the "Agreement").

WHEREAS, Midvale Mill Investments LC 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 Development Agreement for The Midvale Mills Project; 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 Midvale Mills Project while maintaining the benefits received by the City.

WHEREAS, the City Council has considered the impact the proposed ordinance may have on family health, stability, and formation.

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

APPROVED AND ADOPTED this 6th day of October, 2026.

Dustin Gettel, Mayor

ATTEST:

Rori Andreason, MMC
City Recorder

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

"Aye"

"Nay"

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Attachment A:

When recorded, return to:

Midvale City
7505 S. Holden Street
Midvale City, UT 84047
Attn: Midvale City Recorder

**SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT
(MIDVALE MILLS PROJECT)**

Midvale City, Utah

THIS SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT for the Midvale Mills Project (this "Second Amendment") is entered into as of this ____ day of _____, 2026 by and between Midvale Mill Investments LC, a Utah limited liability company, Midvale Mill Development, Corp., a Utah Corporation (collectively "Developer"), and Midvale City Corporation, a Utah municipal corporation ("Midvale City" or "City"). Developer and City are sometimes referred to herein individually, as a "Party," and collectively, as the "Parties."

A. Development Agreement. The Developer is owner of Property, as more fully described in Attachment C, that is subject to the Development Agreement for the Midvale Mills Project signed by Midvale Mill Investments LC and Midvale City Corporation on April 14, 2021, and the Amendment to the Development Agreement signed by the Developer and Midvale City on May 24, 2023 (collectively, the "Development Agreement"), attached as Attachment A. This Amendment adopts all defined terms contained in the Development Agreement.

B. New House Plan. Developer desires to introduce a new house plan to the catalog of houses offered for sale at Developer's Midvale Mills Project known as the Dexter Plan, attached as Attachment B. The Dexter Plan has the same elevation style as the other house plans currently approved for the Midvale Mills Project. The Dexter Plan meets the exterior material requirements of the Development Agreement. The Dexter Plan will be a complimentary addition to the house plan types offered for sale at the Midvale Mills Project. The City is willing to allow the Developer to offer the Dexter Plan as a new house plan within the Midvale Mills Project.

C. State Authority. Pursuant to Section 10-20-101 of the Utah Code, Midvale City is authorized to enter into development agreements as provided therein and desires to enter into this Second Amendment in order to obtain the benefits for the City provided herein.

NOW THEREFORE, in consideration of the above recitals, the terms of this Amendment to the Development Agreement, and the mutual benefits to be derived here from, the Parties agree as follows:

1. House Plans. The Dexter Plan, attached as Attachment B, is approved as an additional house plan type under the Development Agreement that the Developer may offer for

sale and build at the Midvale Mills Project. The Parties acknowledge that the addition of an additional house plan type is not a major modification and does not trigger an amendment of the LSMP under Subsection 1.3.2 of the Development Agreement.

2. Building Height. In accordance with Section 1.4 of the Development Agreement the limitation of the height of the Dexter Plan will be determined by the provisions of the Zoning Ordinance that was in effect as of April 14, 2021.
3. Amendment to Run with the Land. This Amendment must be recorded against the Property. The agreements contained herein run with the land and are binding on and inure to the benefit of all successors and assigns of the Developer in the ownership or development of any portion of the Property.
4. All terms and conditions of the Development Agreement not inconsistent with this Agreement remain in full force.

IN WITNESS WHEREOF, this Second Amendment to the Development Agreement for the Midvale Mills Project has been executed by Midvale City Corporation, acting by and through the Midvale City Council, and by duly authorized representatives of Developer as of the above stated date.

[signature pages follow]

CITY:

MIDVALE CITY CORPORATION

By: _____
Dustin Gettel-, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

APPROVED AS TO FORM:

Garrett W. Wilcox
City Attorney

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the ____ day of _____, 2026, personally appeared before me Marcus M. Stevenson, who being by me duly sworn did say he is the Mayor of Midvale City Corporation, and that the within and foregoing instrument was signed on behalf of such Corporation.

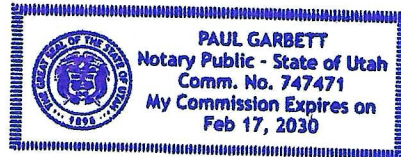
Notary Public

DEVELOPER:

MIDVALE MILL INVESTMENTS, LC,
a Utah limited liability company

By: [Signature]
Its: Manager

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)



On the 26 day of August, 2026, personally appeared before me Bryson C. Garbett, who being by me duly sworn did say he/she is the Manager of Midvale Mill Investments, LC, a Utah limited liability company, and that he/she had signed the within and foregoing instrument on behalf of such corporation.

[Signature]
Notary Public

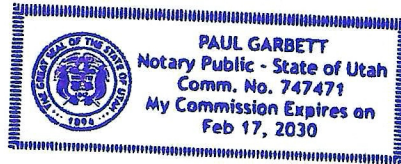
NOTARY SIGNATURE AND SEAL

DEVELOPER:

MIDVALE MILL DEVELOPMENT, CORP,
a Utah Corporation

By: [Signature]
Its: President

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)



On the 26 day of August, 2026, personally appeared before me Bryson C. Garbett, who being by me duly sworn did say he/she is the President of Midvale Mill Development, Corp, a Utah Corporation, and that he/she had signed the within and foregoing instrument on behalf of such corporation.

[Signature]
Notary Public

NOTARY SIGNATURE AND SEAL

ATTACHMENT A

Development Agreement
(Development Agreement and First Amendment)
[attachment follows]



CONTRACT APPROVAL COVER SHEET

CONTRACT NO: 2023-43
(RECORDER ONLY)

Contract Title: Amendment 1 Midvale Mills Development Agreement

Approval Signature Required:

Contract Analyst: _____ **Date:** _____

City Attorney's Office: _____ **Date:** _____

Department Head: _____ **Date:** _____

City Manager: _____ **Date:** _____

Requesting Department: Community Development

City Contact Name: Elizabeth Arnold

Project/Contract Name: Amendment 1 Midvale Mills Development Agreement

Budget Amount: N/A

Bid Information:

Bid Type: N/A

Bid Exception: _____
(i.e. Sole Source, Professional Services, etc.)

Bid/Exception Date: _____

Council Approval Date: 5/2/2023 Resolution No. 2023-R-18

Party/Vendor Information:

Name: Midvale Mill Investments, LC and Midvale Mill Development, Inc

Contact: _____

Telephone: _____

Email: _____

Contract Purpose: _____

Begin Date: 4/14/2021

Termination Date: _____

Renewal Option: _____

Other Documents _____

Required: _____ Due Date: _____

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

RECORDER ONLY

DATE RECEIVED: 6-5-2023

DATE SCANNED TO ONBASE: 6-5-23 INDEX: Recorder/Agreements

CONTRACT APPROVAL COVER SHEET

Page 2

APPROVAL:

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: _____ Date: _____

Name: _____

Title: _____

RESOLUTION 2023-R-18

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE MIDVALE MILLS DEVELOPMENT AGREEMENT

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, new land has been acquired for The Midvale Mills project; and

WHEREAS, an amendment to the existing Midvale Mills development agreement was required to include the new land; and

WHEREAS, the parties have negotiated such agreement, and, as of the date of this Resolution, agree to enter into said agreement; and

WHEREAS, the City Council has reviewed said Development Agreement and agrees that entering into such agreement will help further the goals of the Midvale City General Plan 2016 and compliance with the Overlay Zone land use regulations.

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

Section 1. The Midvale City Council has reviewed the attached Development Agreement between Midvale City Corporation and Midvale Mill Investments LC, a Utah limited liability company, Midvale Mill Development, Corp., a Utah Corporation (collectively "Developer").

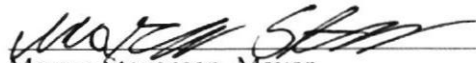
Section 2. The Midvale City Council, through its understanding of the goals of the Midvale City General Plan and the RM-12 land use regulations and the proposed Midvale Mills,

believes it is in the best interest of the Developer and the City to enter into such Development Agreement.

Section 3. The Midvale City Council on this date does hereby authorize the Mayor to enter into the attached agreement on behalf of the City.

PASSED AND APPROVED this 2nd day of May, 2022





Marcus Stevenson, Mayor

ATTEST:



Roki Andreason, MMC
City Recorder

Voting by City Council

Quinn Sperry

Paul Glover

Heidi Robinson

Bryant Brown

Dustin Gettel

"Aye"

☒

☒

☒

☒

☐

"Nay"

☐

☐

☐

☐

☒

When recorded, return to:

Midvale City
7505 S. Holden Street
Midvale City, UT 84047
Attn: Midvale City Recorder

14109629 B: 11421 P: 3770 Total Pages: 75
05/24/2023 03:45 PM By: tpham Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: MIDVALE CITY
ATTN: MIDVALE CITY RECORDER 7505 S. HOLDEN STREET MIDVALE, UT 840

**AMENDMENT TO THE DEVELOPMENT AGREEMENT
(MIDVALE MILLS PROJECT)
Midvale City, Utah**

THIS AMENDMENT TO THE DEVELOPMENT AGREEMENT for the Midvale Mills Project (this "Development Agreement Amendment" or "Amendment") is entered into as of this 24 day of May, 2023 by and between Midvale Mill Investments LC, a Utah limited liability company, Midvale Mill Development, Corp., a Utah Corporation (collectively "Developer"), and Midvale City Corporation, a Utah municipal corporation ("Midvale City" or "City"). Developer and City are sometimes referred to herein individually, as a "Party," and collectively, as the "Parties."

A. Amendment. This amends the Development Agreement for the Midvale Mills Project signed by Midvale Mill Investments LC and Midvale City Corporation on April 14, 2021 ("2021 Development Agreement"), attached as Exhibit A. This Amendment adopts all defined terms contained in the 2021 Development Agreement.

B. New Party. Since the signing of the 2021 Development Agreement, a new legal entity, Midvale Mill Development, Corp., has acquired ownership of some of the Property.

C. Additional Property. Developer has acquired new property ("Additional Property") adjacent to the Property. The Additional Property is more particularly defined in Exhibit B. Developer intends to integrate the Additional Property into the Midvale Mills Project described in the 2021 Development Agreement.

D. Zoning. The Property is zoned, pursuant to the City's Zoning Ordinance, as Multifamily Residential – Medium Density Zone (hereinafter referred to as "RM-12 Zone"). On May 2, 2023, the City Council rezoned the Additional Property to the RM-12 Zone. The RM-12 Zone, described in Chapter 17-7-3 of the Midvale City Municipal Code, establishes the procedural and substantive requirements for approval by the City for development on the Property and Additional Property.

E. State Authority. Pursuant to Section 10-9a-102 of the Utah Code, Midvale City is authorized to enter into development agreements as provided therein and desires to enter into this Development Agreement in order to obtain the benefits for the City provided herein.

NOW THEREFORE, in consideration of the above recitals, the terms of this Amendment to the Development Agreement, and the mutual benefits to be derived herefrom, the Parties agree as follows:

1. Integration into 2021 Development Agreement. This Amendment is integrated into the the 2021 Development Agreement and changes the terms of the 2021 Development Agreement as provided in this Agreement.
2. Additional Party. This Amendment adds Midvale Mill Development, Corp. as a Party to the 2021 Development Agreement as a Developer with the same rights, duties, obligations, benefits and terms and conditions as Midvale Mill Investments LC.
3. Legal Description of Additional Property. The Additional Property that is the subject of this Amendment is more particularly described in Exhibit B and consists of approximately 1.55 acres located on 8000 South and 300 East.
4. Description of Project. The Midvale Mills Project is amended to consist of an approximately 11.67 acre residential master planned development of 83 dwelling units constructed as single-family residential homes, private streets, common areas, and other improvements as shown within Exhibits A, C, and D ("Project"). For purposes of this Section, "dwelling unit" means the same as the term is defined in the Applicable Laws, but does not include accessory dwelling units, accessory apartments, or occupied accessory buildings unless otherwise provided in this Amendment. The Developer can voluntarily reduce the number of dwelling units without amending the Development Agreement so long as the Project meets the requirements of this Agreement and applicable law.
5. Integration into Project. The Additional Property will be integrated into the Project and will be subject to all the same terms and conditions as the Project in the 2021 Development Agreement.
 - 5.1. Large Scale Master Plan Approval. Pursuant to the provisions of the RM-12 Zone in effect as of the date of this Amendment, the Midvale City Council approved an amendment to the Large Scale Master Plan on MAY 2, 2023, that includes the Additional Property ("Amendment to the LSMP"). The findings, conditions of approval, and approved drawings for the Amendment to the LSMP have been attached as Exhibit C. The Amendment to the LSMP supplements and does not replace the Large Scale Master Plan in the 2021 Development Agreement.
 - 5.2. Small Scale Master Plan Approval. Pursuant to the provisions of the RM-12 Zone in effect as of the date of the Amendment, the Midvale City Planning Commission conditionally approved Small Scale Master Plans for Phase 2 and 3 of the Project on January 25, 2023. The conditions for final approval of the Small Scale Master Plans for Phase 2 and 3 were met upon execution of this Agreement. The Midvale City Planning Commission approved a Small Scale Master Plan for Phase 1 of the Project on [Date]. The SSMPs must comply

with the LSMP and Amendment to the LSMP, all land use regulations of the RM-12 Zone, and other applicable City ordinances. The SSMPs for each phase have been attached as Exhibit D.

- 5.3. Completion of Common Area Recreation Amenities. Developer agrees to refine the Common Area Recreation Amenities depicted in Exhibits A, C, and D and site plan reviews to ensure that the Developer improves at least 10% of the overall Project site as functional outdoor and/or indoor recreation areas for the residents of the Project.
- 5.4. Landscaping. Developer agrees to refine the landscape areas depicted in Exhibits A, C, and D and site plan reviews to ensure that the Developer improves at least 55% of the overall Project site as open space.
- 5.5. Pickleball Court. Notwithstanding the Zoning Ordinance, Developer agrees that it will not construct a pickleball court in Phase 3.
6. Amendment to Run with the Land. This Amendment must be recorded against the Additional Property and any portions of the Property not subdivided according to the LSMP prior to the signing of this Amendment. The agreements contained herein run with the land and are binding on and inure to the benefit of all successors and assigns of the Developer in the ownership or development of any portion of the Midvale Mills Project or the Property.
7. 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 CORPORATION
7505 S. Holden Street
Midvale City, UT 84047

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

Midvale City Attorney
MIDVALE CITY CORPORATION
7505 S. Holden Street
Midvale City, UT 84047

Developer:

MIDVALE MILL INVESTMENTS, LC
273 N. East Capitol Street
Salt Lake City, UT 84103

MIDVALE MILL DEVELOPMENT, CORP
273 N. East Capitol Street
Salt Lake City, UT 84103

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

8. All terms and conditions of the 2021 Development Agreement not inconsistent with this Agreement remain in full force.

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

[signature pages follow]

CITY:

MIDVALE CITY CORPORATION

By: Marcus M. Stevenson
Marcus M. Stevenson, Mayor

ATTEST:

Rori L. Andreason
Rori L. Andreason, MMC
City Recorder

APPROVED AS TO FORM:

Garrett W. Wilcox
Garrett W. Wilcox
City Attorney



STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 8th day of May, 2023, personally appeared before me Marcus Stevenson, who being by me duly sworn did say he is the Mayor of Midvale City Corporation, and that the within and foregoing instrument was signed on behalf of such Corporation.

Rori L. Andreason
Notary Public
Residing at: Midvale, UT

My Commission Expires:

2/17/2025



DEVELOPER:

MIDVALE MILL INVESTMENTS, LC,
a Utah limited liability company

By: *Paul Garbett*
Its: *Manager*

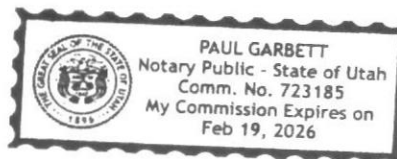
STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

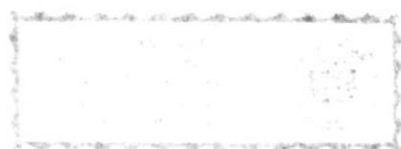
On the 24 day of May, 2023, personally appeared before me *Paul C. Garbett*, who being by me duly sworn did say he/she is the *Manager* of Midvale Mill Investments, LC, a Utah limited liability company, and that he/she had signed the within and foregoing instrument on behalf of such corporation.

Paul Garbett
Notary Public
Residing at: *Salt Lake City*

My Commission Expires:
2-19-26

NOTARY SIGNATURE AND SEAL





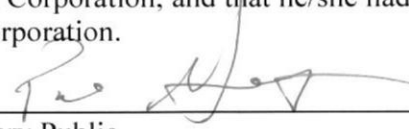
DEVELOPER:

MIDVALE MILL DEVELOPMENT, CORP,
a Utah Corporation

By: 
Its: President

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 24 day of May, 2023, personally appeared before me Byron C. Garbett, who being by me duly sworn did say he/she is the President of Midvale Mill Development, Corp, a Utah Corporation, and that he/she had signed the within and foregoing instrument on behalf of such corporation.


Notary Public
Residing at: SLC

My Commission Expires:
2-19-26

NOTARY SIGNATURE AND SEAL

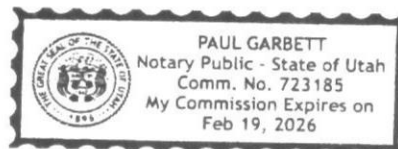




EXHIBIT A

2021 Development Agreement

[attachment follows]

When recorded, return to:

Midvale City
7505 S. Holden Street
Midvale City, UT 84047
Attn: Midvale City Recorder

15656350
05/07/2021 01:30 PM \$0.00
Book - 11170 Pg - 8261-8319
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
MIDVALE CITY
7505 S HOLDEN ST
MIDVALE UT 84047
BY: BRH, DEPUTY - MA 59 P.

**DEVELOPMENT AGREEMENT
(MIDVALE MILLS PROJECT)**
Midvale City, Utah

THIS DEVELOPMENT AGREEMENT (this "Development Agreement" or "Agreement") is entered into as of this 14 day of April, 2021 by and between Midvale Mill Investments LC, a Utah limited liability company (collectively "Developer"), and Midvale City Corporation, a Utah municipal corporation ("Midvale City" or "City"). Developer and City are sometimes referred to herein individually, as a "Party," and collectively, as the "Parties."

A. Property. Developer is the owner of certain real property within Midvale City (as more particularly defined in **Exhibit A**, the "Property").

B. Midvale Mills Project. Developer intends to construct on the Property a residential master planned development project (as more particularly defined below, the "Midvale Mills Project" or "Project").

C. Zoning. The Property is zoned, pursuant to the City's Zoning Ordinance, as Multifamily Residential – Medium Density Zone (hereinafter referred to as "RM-12 Zone"). This zone, described in Chapter 17-7-3 of the Midvale City Municipal Code, establishes the procedural and substantive requirements for approval by the City for development on the Property.

D. State Authority. Pursuant to Section 10-9a-102 of the Utah Code, Midvale City is authorized to enter into development agreements as provided therein and desires to enter into this Development Agreement in order to obtain the benefits for the City provided herein.

NOW THEREFORE, in consideration of the above recitals, terms of this Development Agreement, and the mutual benefits to be derived herefrom, the Parties agree as follows:

**Article 1
The Midvale Mills Project**

1.1 Legal Description of Property. The Property that is the subject of this Agreement consists of approximately 10.12 acres of land located on 8000 South and 300 East and more particularly described on **Exhibit A**.

1.2 Description of Project. The Midvale Mills Project covered by this Development Agreement consists of an approximately 10.12 acre residential master planned development, of 72

dwelling units constructed as detached single-family residential homes, private streets, common areas, and other improvements as shown on **Exhibit B**. For the purposes of this Section, "dwelling unit" means the same as that term is defined in the Applicable Laws, but shall not include accessory dwelling units, accessory apartments, or occupied accessory buildings unless otherwise provided herein. The Developer can voluntarily reduce the number of dwelling units without amending the Development Agreement so long as the Project meets the requirements of this Agreement and applicable law.

1.3 Development of the Project.

1.3.1 Large Scale Master Plan Approval. Pursuant to the provisions of the RM-12 Zone in effect as of the date of this Agreement, the Midvale City Council approved a Large Scale Master Plan for the Project on April 6th, 2021. The findings, conditions of approval, and approved drawings for the Large Scale Master Plan are set forth in the letter from the City to the Developer attached as **Exhibit B** (the "LSMP").

1.3.2 Small Scale Master Plan Approval Required. Developer must obtain approval of a Small Scale Master Plan ("SSMP") from the City for each phase of the Project identified in the LSMP prior to commencement of any development activity. This SSMP must comply with the LSMP, all land use regulations of the RM-12 Zone, and other applicable City ordinances, but if proposed as such, approval shall be provided in accordance with applicable law. The site plan must provide more specificity as to building, parking, and landscape configurations and other development details to supplement the development layout depicted on the LSMP. An amendment to the LSMP will only be required if an SSMP proposes a major modification to the depictions of the LSMP. For purposes of this section, a major modification means a change that significantly revises the density of a particular phase, configuration of buildings, accesses, site circulation or parking areas, or changes in building massing and height, but does not mean the addition of features, building designs, improvements, or amenities, including recreational amenities, to an SSMP when compared to the LSMP. The City's Community Development Director is granted the discretion to determine whether an SSMP proposes a major modification that would require an amendment of the LSMP. Development approval for the Project must follow the applicable review processes set forth in the RM-12 Zone and Section 17-3 of the Midvale City Municipal Code.

1.3.3 Site Plan Approval. Developer must obtain a specific site plan approval for each phase the Project identified in an SSMP from the City prior to commencement of any development activity. These site plans must comply with the SSMP, all land use regulations of the RM-12 Zone, and other applicable City ordinances, but if proposed as such, approval shall be provided in accordance with applicable law. The site plan must provide more specificity as to building, parking, and landscape configurations and other development details to supplement the development layout depicted on the SSMP. An amendment of the SSMP will only be required if a site plan proposes a major modification to the depictions of the SSMP. For purposes of this section, a major modification means a change that significantly revises the 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, to a site plan when

compared to the SSMP. The City's Community Development Director is granted the discretion to determine whether a site plan proposes a major modification that would require an amendment of the SSMP. Development approval for the Project must follow the applicable review processes set forth in the RM-12 Zone and Section 17-3 of the Midvale City Municipal Code.

1.3.4 Project Phasing. The Project may be developed in one or more phases, as determined by Developer and shown on the LSMP and SSMPs. The Developer may construct the phases in any order provided that any requirement within this Agreement associated with a specific phase shall be constructed in conjunction with the corresponding phase identified in the LSMP. Developer acknowledges that certain improvements may need to be constructed beyond phase boundary lines to ensure such improvements function properly. Unless stated otherwise, private recreation amenities and guest parking within the residential development areas shall be constructed in conjunction with the adjacent units in each phase and in a timely manner to benefit the residents living in the Project.

1.3.5 Public Improvements. Developer is responsible for financing and constructing all public improvements necessary to service the Project. Public improvements must be installed in conjunction with the corresponding phase of development.

1.3.6 Completion of Common Area Recreation Amenities. Developer must improve at least 10% of the overall site as functional outdoor and/or indoor recreation amenity areas for residents of the development (together, the "Common Area Amenities"), which are depicted on Exhibit B.

- 1.3.6.1 Developer agrees to refine the functional amenity areas depicted on **Exhibit B** to ensure this requirement is satisfied as part of the LSMP, SSMP, and site plan reviews for the Project.
- 1.3.6.2 Developer further agrees to complete the required Common Area Amenity improvements in accordance with the approved site plan(s) for the Project.
- 1.3.6.3 Developer agrees to complete all required Common Area Amenities related to each phase of the Project in accordance with the to-be-approved site plans. All Common Area Amenities for each phase shall be in place or bonded for prior to issuance of the first certificate of occupancy for each phase the Project. Only if seasonal conditions make installation of part or all of the Common Area Amenities unfeasible, 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 31st, whichever comes later. Bonds will be released in accordance with Utah Code Annotated § 10-9a-604.5(2)(c)(iii).

1.3.7 Landscaping. Developer must provide at least 55% of the overall site as open space.

1.3.7.1 Developer agrees to refine the landscape areas depicted on **Exhibit B** to ensure this requirement is satisfied as part of the SSMP and site plan reviews for the Project.

1.3.7.2 Developer further agrees to complete the required landscape improvements in accordance with the approved site plan(s) for the Project.

1.3.7.3 Developer agrees to complete all required landscaping related to the Project in accordance with the to-be-approved site plans. All common area landscaping for each phase of the Project must be in place prior or bonded for to issuance of the first certificate of occupancy for each phase of the Project. Landscaping associated with a specific lot must be installed or bonded for prior to issuance of a certificate of occupancy for that lot. Only if seasonal conditions make installation of part or all of the common area or a specific lot landscaping unfeasible, Developer may defer installation of the affected common area or specific lot 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 31st, whichever comes later. Bonds will be released in accordance with Utah Code Annotated § 10-9a-604.5(2)(c)(iii).

1.3.8 Thematic Elements. Developer agrees to implement a common theme and consistency with certain elements within the Project. These thematic elements have been established by the LSMP and may be refined as part of the site plan reviews.

1.3.9 Future Subdivision Required. Prior to selling any residential lot in the Project, Developer shall further subdivide the Property into individual lots or units and common area. Subdivision plats shall be reviewed pursuant to Title 16 of the Midvale City Municipal Code.

1.3.10 Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") and Homeowners' Sub-Association. The Project shall have a common homeowners' association 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, and other common area responsibilities. These maintenance obligations shall be more particularly set forth in the association's CC&Rs for the Project and shall be recorded with the first subdivision plat. Subsequent phases and subdivisions plats for the Project shall be subject to these CC&Rs and the property owners shall become part of the existing homeowners' sub-association. Appropriate documentation shall be recorded with each subsequent subdivision plat to ensure all phases and subdivision plats are subject to the same CC&Rs and part of a common homeowners' association

1.3.11 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 to-be-approved site plans. As to each phase of the Project (and construction by phase), Developer must, for such improvements associated with the particular phase, post one or more applicable infrastructure bonds 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. As to each phase of the Project (and construction by phase), applicable infrastructure bonds pertaining to public improvements for a particular phase must be in place prior to any construction within that phase of the Project or a subdivision plat for residential units being recorded for that particular phase of the Project.

1.4 Vested Rights. The City acknowledges and agrees that Developer has a vested right to develop and construct the Midvale Mills Project described herein in accordance with the provisions of the Zoning Ordinance in effect on the date hereof and this Agreement; provided that Developer acknowledges and agrees that the construction and operation of the Midvale Mills Project is subject to 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 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 under the terms of this Agreement if 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 is 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 2

General Terms and Conditions

2.1 Rights of Access. For the purpose of assuring compliance with this Development Agreement, upon reasonable advanced notice to Developer, 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. This Development Agreement must be constructed and interpreted to ensure that the Developer complies 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 Midvale Mills 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 Midvale Mills 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 inure to the benefit of all successors and assigns of the Developer in the ownership or development of any portion of the Midvale Mills Project or the Property.

2.6 Release of Developer. In the event of a transfer of the Property, 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.

2.7 Duration; Survival of Developer's 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 seven years unless the Development Agreement is either terminated as provided herein or by agreement by both Parties, or the Development Agreement is extended by written agreement of both Parties or as described in the following sentence. In the event that this Agreement is set to terminate at the conclusion of the seven-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 CORPORATION
7505 S. Holden Street
Midvale City, UT 84047

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

Midvale City Attorney
MIDVALE CITY CORPORATION
7505 S. Holden Street
Midvale City, UT 84047

Developer:

MIDVALE MILL INVESTMENTS, LC
273 N. East Capitol Street
Salt Lake City, UT 84103

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

2.9 Savings Clause; 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 has full power over and exclusive control of the Property subject to the obligations of Developer 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 hereof. 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 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 WITNESS WHEREOF, this Development Agreement has been executed by Midvale City Corporation, acting by and through the Midvale City Council, and by a duly authorized representative of Developer as of the above stated date.

[signature pages follow]

CITY:

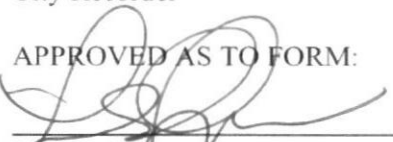
MIDVALE CITY CORPORATION

By: 
Robert M. Hale, Mayor

ATTEST:


Rori L. Andreason, MMC
City Recorder

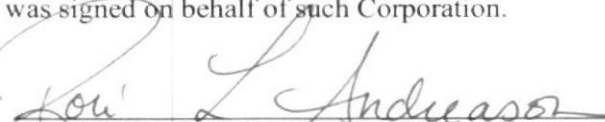
APPROVED AS TO FORM:


Lisa A. Garner
City Attorney



STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 29th day of April, 2021, personally appeared before me Robert M. Hale, who being by me duly sworn did say he is the Mayor of Midvale City Corporation, and that the within and foregoing instrument was signed on behalf of such Corporation.


Notary Public
Residing at: Midvale, UT

My Commission Expires:

2-17-2025



DEVELOPER:

MIDVALE MILL INVESTMENTS, LC,
a Utah limited liability company

By: _____
Its: Manager

STATE OF UTAH)
: SS
COUNTY OF SALT LAKE)

On the 14th day of April, 2021, personally appeared before me Jacob Balkstaedt, who being by me duly sworn did say he/she is the Manager of Midvale Mill Investments, LC, a Utah limited liability company, and that he/she had signed the within and foregoing instrument on behalf of such corporation.

CK
Notary Public
Residing at: Salt Lake County

My Commission Expires:

August 30, 2023

NOTARY SIGNATURE AND SEAL

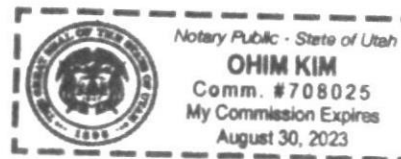


EXHIBIT A

Legal Description of the Property

That certain real property located in Salt Lake County, Utah, as more particularly described as follows:

Parcel 1: 236 E 8000 S / 22-31-176-013

Lot 3, COUNTRY SQUIRE ACRES SUBDIVISION, according to the official plat thereof, as recorded in the office of the County Recorder, Salt Lake County, State of Utah.

Parcel 2: 248 E 8000 S / 22-31-176-014

Lot 4, COUNTRY SQUIRE ACRES SUBDIVISION, according to the official plat thereof, as recorded in the office of the County Recorder, Salt Lake County, State of Utah.

Parcel 3: 264 E 8000 S / 22-31-176-015

Lot 5, COUNTRY SQUIRE ACRES SUBDIVISION, according to the official plat thereof, as recorded in the office of the County Recorder, Salt Lake County, State of Utah.

Parcel 4: 272 E 8000 S / 22-31-176-078

Lot 6, COUNTRY SQUIRE ACRES SUBDIVISION, according to the official plat thereof, as recorded in the office of the County Recorder, Salt Lake County, State of Utah. LESS AND EXCEPTING that portion conveyed by that certain Warranty Deed recorded November 23, 1999, as Entry No. 7519074, in Book 8325, Page 110, of official records, being described as follows: The South 313.75 feet, more or less, of Lot 6, COUNTRY SQUIRE ACERS SUBDIVISION, according to the official plat thereof, as recorded in the office of the County Recorder, Salt Lake County, State of Utah, more particularly described as follows: Beginning at a point South 1383.61 feet, East 1835.62 feet and North 89° 51'54" East 500.0 feet and South 200.0 feet from the Northwest corner of Section 31, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 313.81 feet; thence North 89°48' East 100.0 feet; thence North 313.69 feet; thence South 89°51'54" West 100.0 feet to the point of beginning.

Parcel 5: 8052 S 300 E / 22-31-176-079

The South 313.75 feet, more or less, of Lot 6, COUNTRY SQUIRE ACRES SUBDIVISION, according to the official plat thereof, as recorded in the office of the County Recorder, Salt Lake County, State of Utah, more particularly described as follows: Beginning at a point South 1383.61 feet, East 1835.62 feet and North 89° 51'54"

East 500.0 feet and South 200.0 feet from the Northwest corner of Section 31, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 313.81 feet; thence North 89°48' East 100.0 feet; thence North 313.69 feet; thence South 89°51'54" West 100.0 feet to the point of beginning.

Parcel 6: 8052 S 300 E / 22-31-176-077

Beginning at the Southeast corner of Lot 7, COUNTRY SQUIRE ACRES SUBDIVISION, according to the official plat thereof, as recorded in the office of the County Recorder, Salt Lake County, State of Utah, and running thence West 115 feet; thence North 322 feet; thence East 115 feet; running thence South 322 feet to the point of beginning.

Parcel 7: 8060 S 300 E / 22-31-176-042

Beginning at a point which is South 213.45 feet from the Northeast corner of Lot 8, COUNTRY SQUIRE ACRES SUBDIVISION, according to the official plat thereof, as recorded in the office of the County Recorder, Salt Lake County, State of Utah; and running thence South 300.00 feet; thence South 89°48'00" West 100.00 feet; thence North 300.00 feet; thence North 89°48'00" East 100.00 feet to the point of beginning.

Parcel 8: 8095 S 200 E / 22-31-176-034

Beginning 1889.49 feet South 00° 13'14" East and South 89°51'36" West 246.39 feet from the North quarter corner of Section 31, Township 2 South, Range 1 East, Salt Lake Base and Meridian, which point is also 237.39 feet West from the Southeast corner of Lot 8, COUNTRY SQUIRE ACRES SUBDIVISION, as recorded in Book "T" of Plats, at Page 44, in the Salt Lake County recorder's office, and running thence South 89°51'38" West 684.83 feet along the South line of said subdivision; thence South 162.66 feet; thence South 89°42' West 521.43 feet to the Easterly line of an existing country road; thence South 10°20' East 17.45 feet along said line to an existing fence line; thence North 89°42' East 1200.5 feet along said fence line to a point on the North line of the Midwest Realty and Finance, Inc. property; thence North 177.24 feet to the point of beginning.

Parcel 9: 8082 S 300 E / 22-31-176-019

Beginning 1889.49 feet South 00°13'14" East from the North quarter corner of Section 31, Township 2 South, Range 1 East, Salt Lake Base and Meridian, which point is also 9.0 feet East from the Southeast corner of Lot 8, COUNTRY SQUIRE ACRES SUBDIVISION, as recorded in Book "T" of Plats, at Page 44, in the Salt Lake County recorder's office, and running thence South 89°51'38" West 246.39 feet along the South line of said subdivision; thence South 177.24 feet to a point on the North line of the Midwest Realty and Finance, Inc. property; thence North 89°42' East 247.07 feet along said property line to the East line of the Northwest quarter of said Section 31, thence North 00°13'14" West 176.55 feet to the point of beginning.

EXHIBIT B

Large Scale Master Plan

[attachment follows]

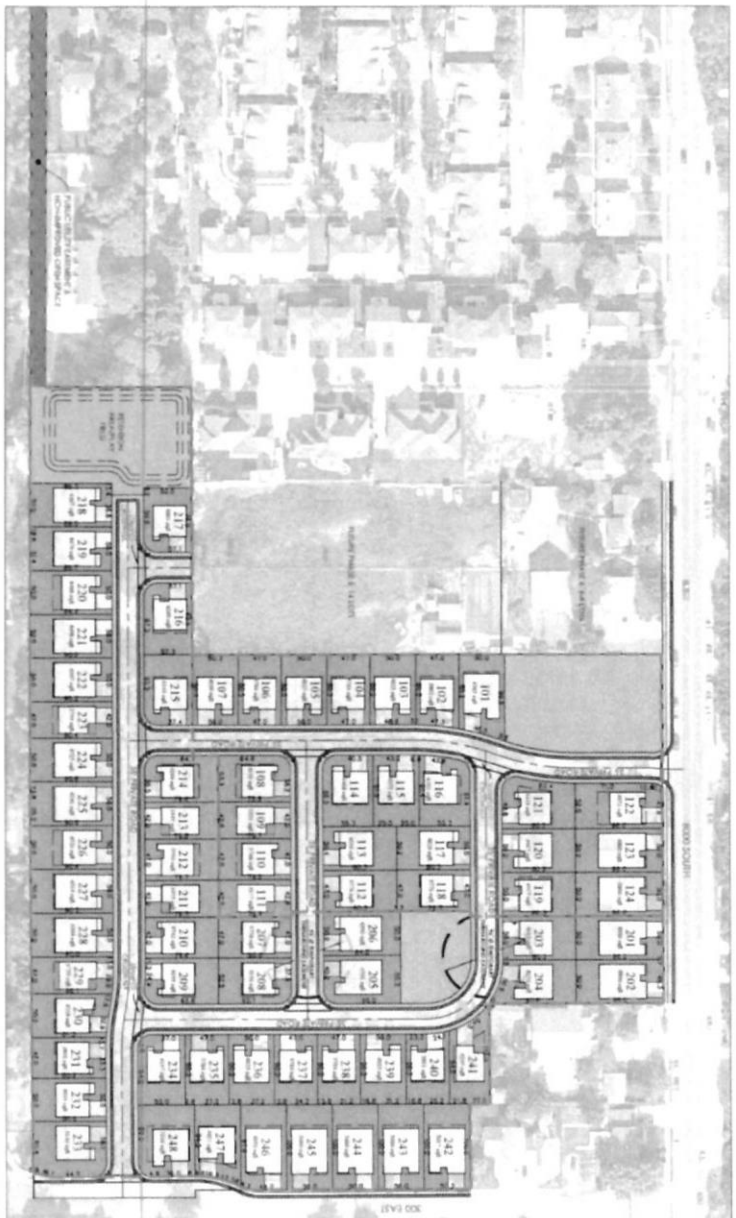


PROPERTY OVERVIEW
 TOTAL ACRES: 4.12 ACRES
 TOTAL LOTS: 121
 TOTAL DENSITY: 7.11 DENSITY/ACRE

RESIDENTIAL PARKING
 GARAGE STALLS: 144 (2 STALLS PER UNIT)
 DRIVEWAY STALLS: 144 (2 STALLS PER UNIT)
 TOTAL RESIDENTIAL STALLS: 288

OPEN SPACE
 PUBLIC: 1.00 ACRES
 PRIVATE: 0.00 ACRES
 TOTAL OPEN SPACE: 1.00 ACRES

PHASE BUILDOUT
 PHASE 1 AREA: 1.00 ACRES
 PHASE 2 AREA: 1.00 ACRES
 PHASE 3 AREA: 1.00 ACRES
 PHASE 4 AREA: 1.00 ACRES
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 PHASE 70 AREA: 1.00 ACRES
 PHASE 71 AREA: 1.00 ACRES
 PHASE 72 AREA: 1.00 ACRES
 PHASE 73 AREA: 1.00 ACRES
 PHASE 74 AREA: 1.00 ACRES
 PHASE 75 AREA: 1.00 ACRES
 PHASE 76 AREA: 1.00 ACRES
 PHASE 77 AREA: 1.00 ACRES
 PHASE 78 AREA: 1.00 ACRES
 PHASE 79 AREA: 1.00 ACRES
 PHASE 80 AREA: 1.00 ACRES
 PHASE 81 AREA: 1.00 ACRES
 PHASE 82 AREA: 1.00 ACRES
 PHASE 83 AREA: 1.00 ACRES
 PHASE 84 AREA: 1.00 ACRES
 PHASE 85 AREA: 1.00 ACRES
 PHASE 86 AREA: 1.00 ACRES
 PHASE 87 AREA: 1.00 ACRES
 PHASE 88 AREA: 1.00 ACRES
 PHASE 89 AREA: 1.00 ACRES
 PHASE 90 AREA: 1.00 ACRES
 PHASE 91 AREA: 1.00 ACRES
 PHASE 92 AREA: 1.00 ACRES
 PHASE 93 AREA: 1.00 ACRES
 PHASE 94 AREA: 1.00 ACRES
 PHASE 95 AREA: 1.00 ACRES
 PHASE 96 AREA: 1.00 ACRES
 PHASE 97 AREA: 1.00 ACRES
 PHASE 98 AREA: 1.00 ACRES
 PHASE 99 AREA: 1.00 ACRES
 PHASE 100 AREA: 1.00 ACRES
 PHASE 101 AREA: 1.00 ACRES
 PHASE 102 AREA: 1.00 ACRES
 PHASE 103 AREA: 1.00 ACRES
 PHASE 104 AREA: 1.00 ACRES
 PHASE 105 AREA: 1.00 ACRES
 PHASE 106 AREA: 1.00 ACRES
 PHASE 107 AREA: 1.00 ACRES
 PHASE 108 AREA: 1.00 ACRES
 PHASE 109 AREA: 1.00 ACRES
 PHASE 110 AREA: 1.00 ACRES
 PHASE 111 AREA: 1.00 ACRES
 PHASE 112 AREA: 1.00 ACRES
 PHASE 113 AREA: 1.00 ACRES
 PHASE 114 AREA: 1.00 ACRES
 PHASE 115 AREA: 1.00 ACRES
 PHASE 116 AREA: 1.00 ACRES
 PHASE 117 AREA: 1.00 ACRES
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 PHASE 120 AREA: 1.00 ACRES
 PHASE 121 AREA: 1.00 ACRES

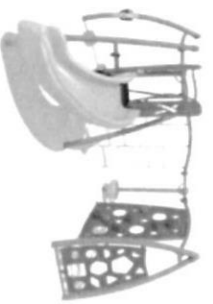
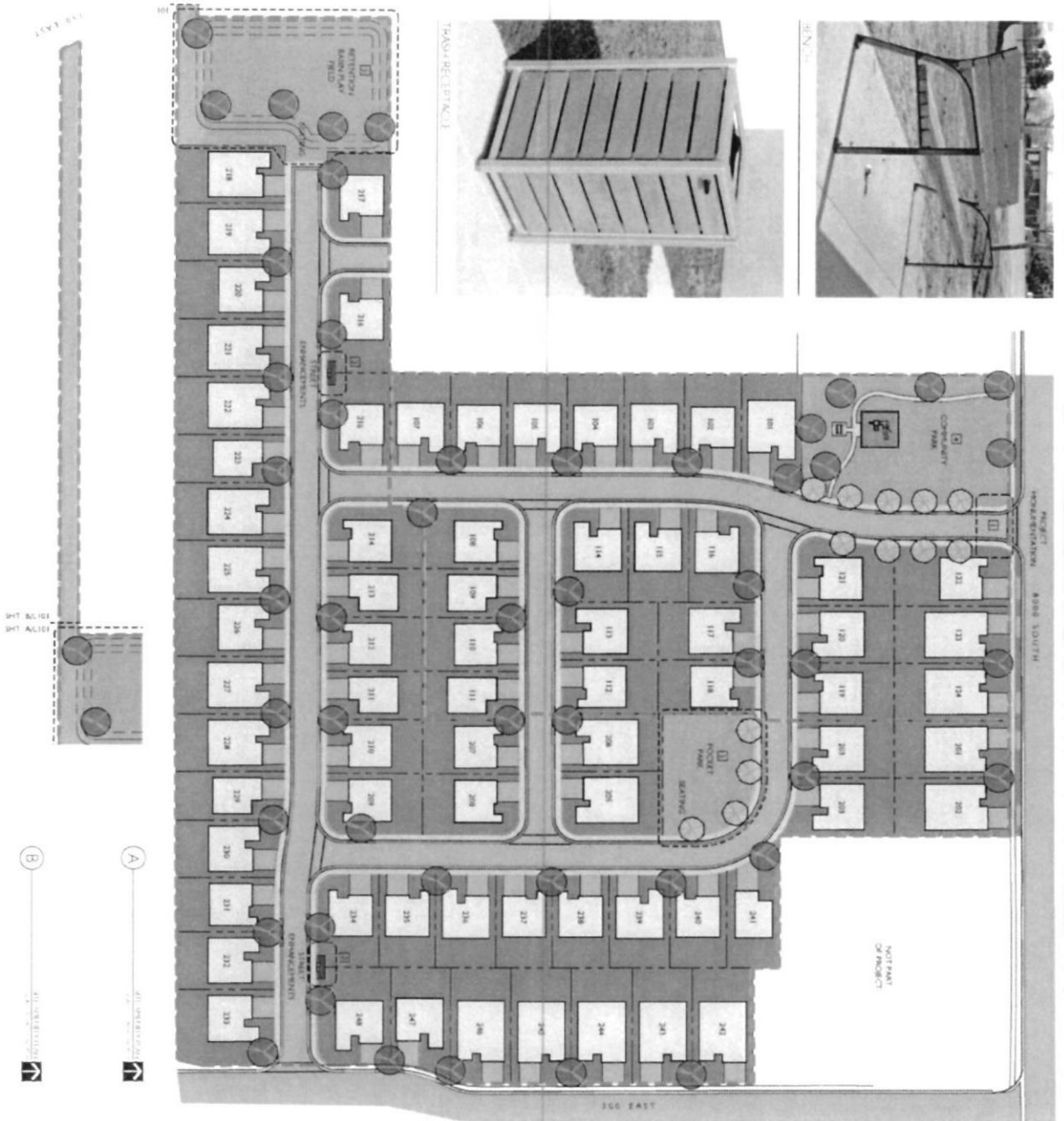
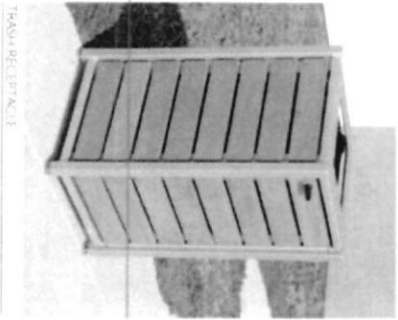
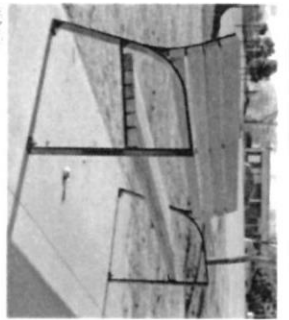


MIDVALE MILLS site plan

MIDVALE CITY, SALT LAKE COUNTY
 3/18/2021

This site plan is for the Midvale Mills project, located in Salt Lake County, Utah. The project consists of a residential development of 121 lots, with a total area of 4.12 acres. The site plan shows the layout of the lots, including the public utility easement and the non-improved open space. The map is labeled with lot numbers and the names of the streets.

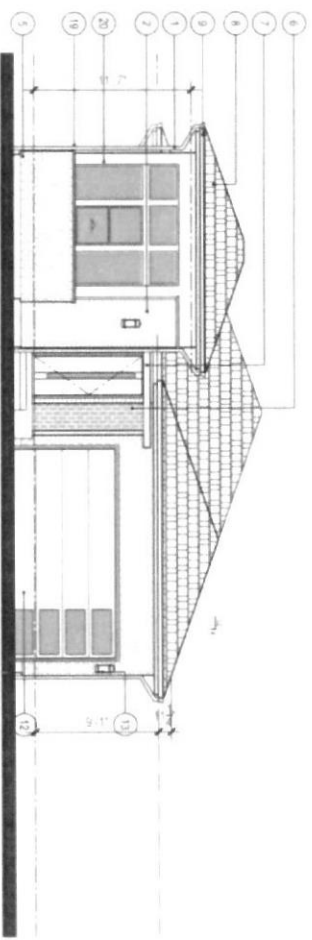




1. **GENOME INTEGRATION AND REPLICATION**
Effect of Parameters such as: *Genotype*, *Sequence* and *Labeling* on
Genome Size and *Evolution*
2. **STRUCTURAL GENOMICS**
Sampling sites with *Seismic* and *Environmental*
3. **PROTEIN DATA**
Protein size, *Structure*, *Sampling* sites, *Time* and *Labeling*
4. **COMPARATIVE GENOMICS**
Genome size, *Structure*, *Time*, *Sampling* sites, *Time*, *Genome*
Size and *Evolution*, *Protein*, *Time*, *Protein* and *Protein*
Size and *Evolution*
5. **GENOME ANALYSIS AND REPLICATION**
Sampling sites with *Seismic* and *Environmental*
6. **STRUCTURAL GENOMICS**
Sampling sites with *Seismic* and *Environmental*
7. **PROTEIN DATA**
Protein size, *Structure*, *Sampling* sites, *Time* and *Labeling*

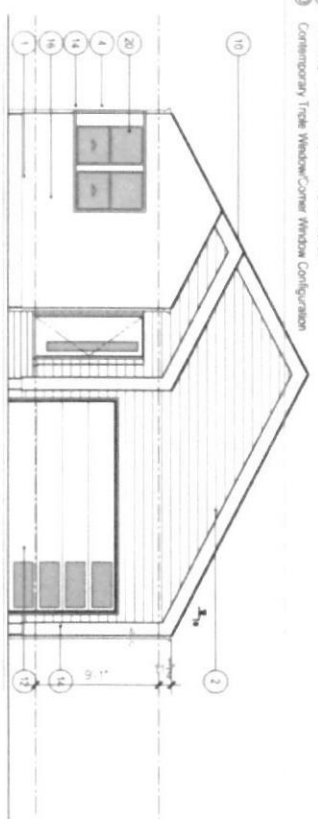
Building Materials List

- 1 Stucco - Sand Finish
- 2 Siding - Horizontal 8" Reveal V-Groove Fiber Cement, James Hardie, Alpine Series Siding, Painted w/ Cedar Varnish, Every 2nd/4th Panel Siding - Wood-look, Concrete Veneer by Coronado Stone 6" Width
- 3 Vertical Application Roughcut WoodShave Series Fiber Cement - Smooth Handle Panel at Window Reveal Detail
- 4 Thin Brick - 2 1/2" x 11 1/2" "Norman" Profile Thin Brick Veneer By Balcon or Equal
- 5 Cedar Trim Members
- 6 Powder Coated Steel Trim Members
- 7 Composite Asphalt Shingles
- 8 Fascia - Staged Softlined Aluminum Fascia Wrap
- 9 Fascia - 12" Thick Framed FasciaBoard w/ Stucco Over - 12" Deep Rake, Tight Eave
- 10 Fascia - 12" Thick, Deep Rake, Tight Eave
- 11 Fiber Cement Panel Fascia Wrap
- 12 Garage Door - Sectional Steel Roll-Up, Garage Door w/ Window Lites
- 13 Coach Light, Contemporary Light per Space
- 14 Trim - Painted Fiber Cement Panel Trim
- 15 Trim - EPS Foam Trim w/ Stucco Over
- 16 Reveal - 1" Metal Rough Reveal
- 17 4x4 Wood Post with Composite Trim Column Wrap
- 18 2x6 Wood FasciaBoard w/ Aluminum Soffit Wrap
- 19 Brick Curb "Norman" Profile Thin Brick Veneer
- 20 Contemporary Trade Window/Corner Window Configuration



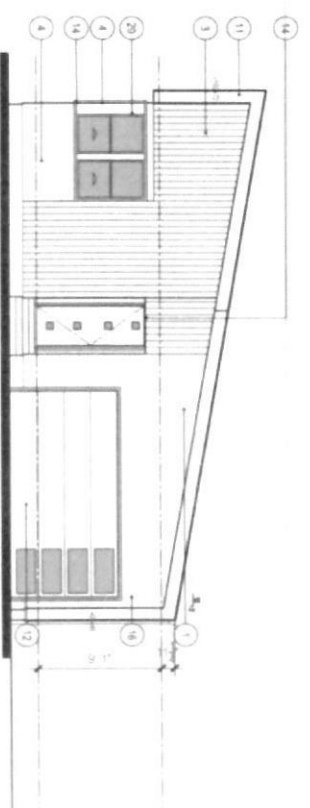
STYLE A - EASTERN CONTEMPORARY

PACKED MATERIALS PERCENTAGE	
BRICK/STONE	144 SQ. FT. 80%
FINISH CEMENT	32 SQ. FT. 18%
TOTAL	216 SQ. FT. 100%



STYLE B - CONTEMPORARY GABLE

PACKED MATERIALS PERCENTAGE	
BRICK/STONE	208 SQ. FT. 80%
FINISH CEMENT	152 SQ. FT. 40%
TOTAL	360 SQ. FT. 100%



STYLE C - CONTEMPORARY SHED

PACKED MATERIALS PERCENTAGE	
BRICK/STONE	216 SQ. FT. 80%
FINISH CEMENT	144 SQ. FT. 38%
TOTAL	360 SQ. FT. 100%



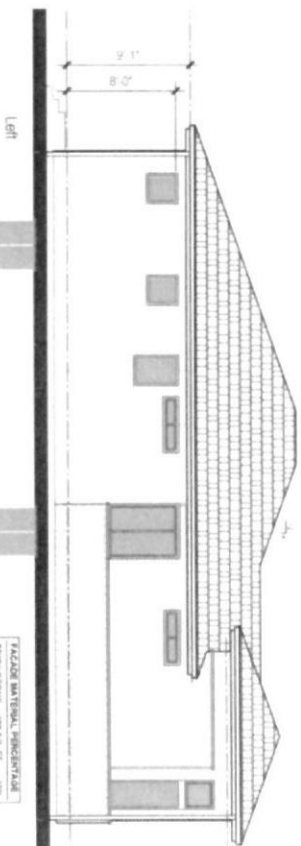
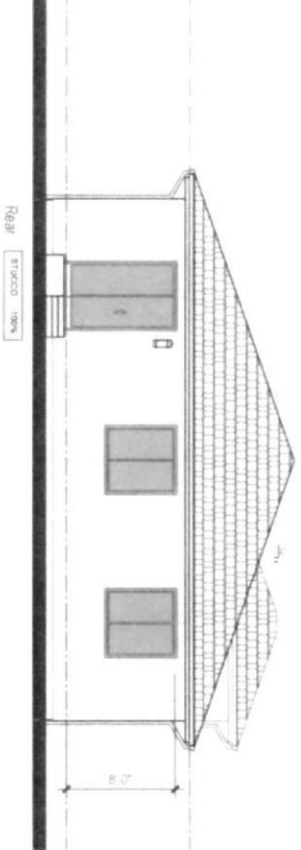
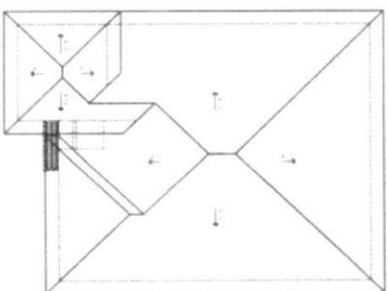
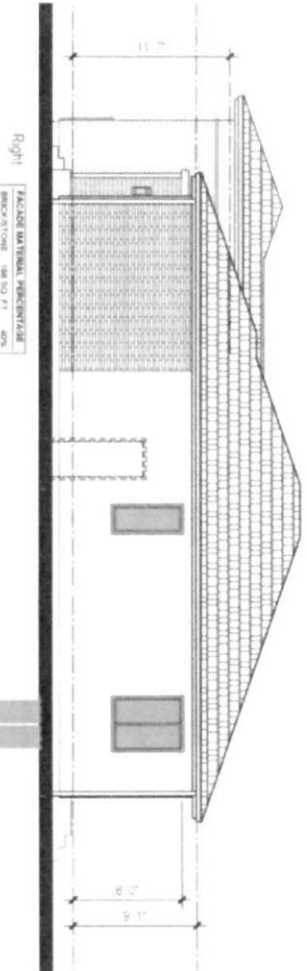
Midvale Mills
#20000213

CONCEPTUAL DESIGN
July 2nd 2020



DALL - FRONT ELEVATIONS

SHEET 2014 - 000000
 2014.11.11
 2014.11.11
 2014.11.11



Architecture & Planning
 277 South 6th Street
 Denver CO 80202
 303.875.6800
 ktgy.com



Carhart
 277 South 6th Street
 Denver CO 80202
 303.875.6800

Midvale Mills
 1000 N. 10th St.
 # 1000-001

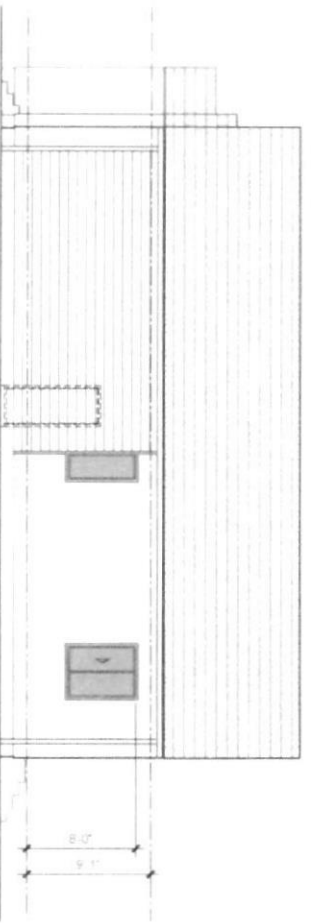
CONCEPTUAL DESIGN
 2014.11.11



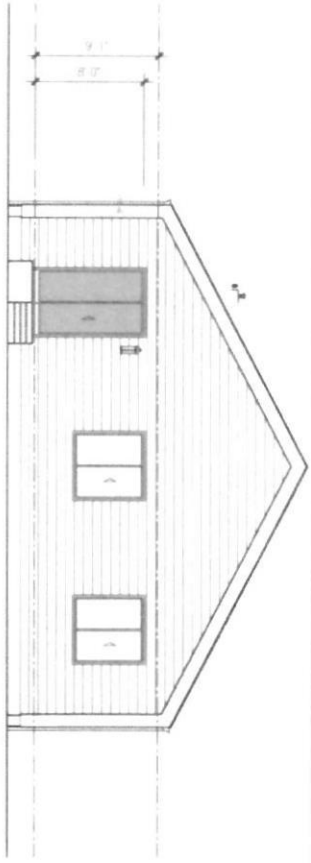
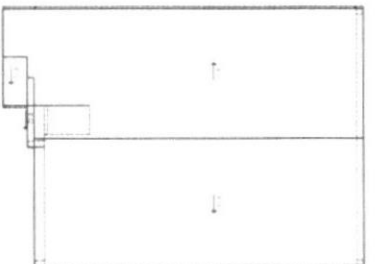
DALL - STYLE 1 - ELEVATIONS AND ROOF

A1.2

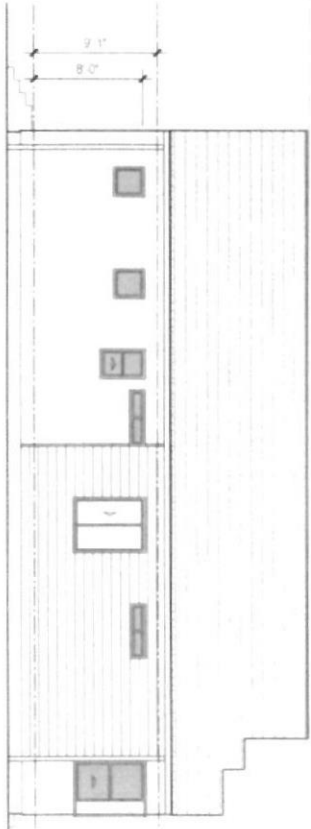
DATE	10/10/2019
BY	KTGV
PROJECT	277 NORTH 600 EAST STREET
CLIENT	DALE MILLER
SCALE	1/8" = 1'-0"



FACADE MATERIAL REQUIREMENTS	
BRICK - STONE	248 SQ. FT. 47%
STONE - CEMENT	492 SQ. FT. 53%
STONE	102 SQ. FT. 10%



FACADE MATERIAL REQUIREMENTS	
BRICK - STONE	248 SQ. FT. 47%
STONE - CEMENT	492 SQ. FT. 53%
STONE	102 SQ. FT. 10%



FACADE MATERIAL REQUIREMENTS	
BRICK - STONE	248 SQ. FT. 47%
STONE - CEMENT	492 SQ. FT. 53%
STONE	102 SQ. FT. 10%



Architecture & Planning
1275 North 500 East, Suite 100
Provo, UT 84601
801.733.4400
ktgv.com



Certified Building
277 North 600 East, Suite 100
Provo, UT 84601
801.733.4400

Middlevale Mills
1000 N. 1000 E. # 1000-1000

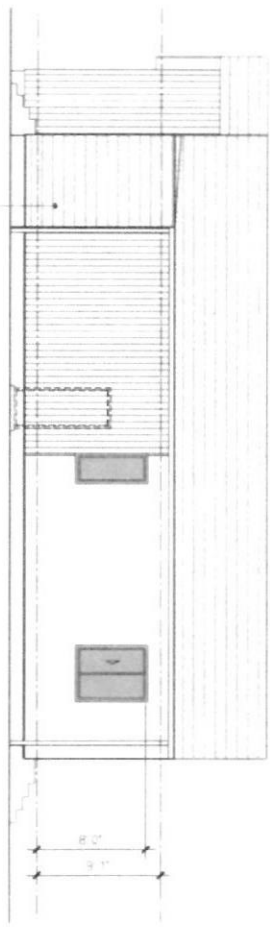
CONCEPTUAL DESIGN
1000 N. 1000 E. # 1000-1000



DALE - STYLE 2 - ELEVATIONS AND ROOF

A1.3

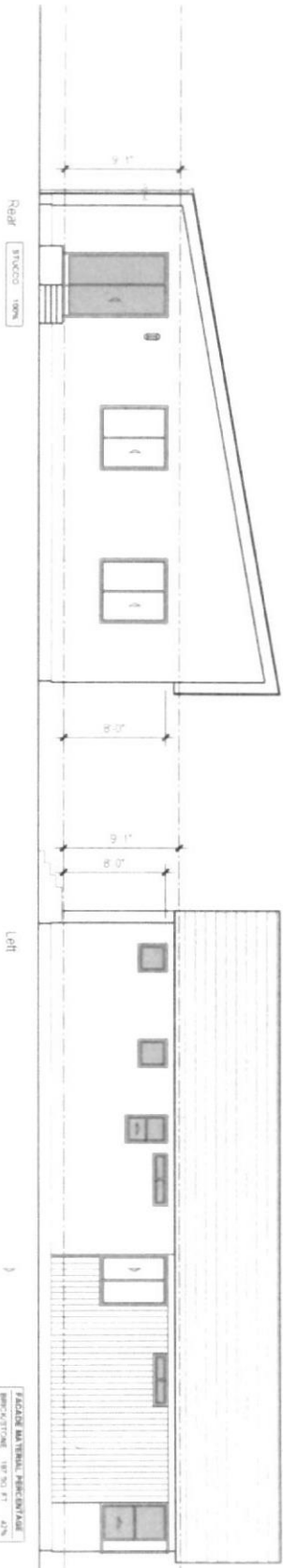
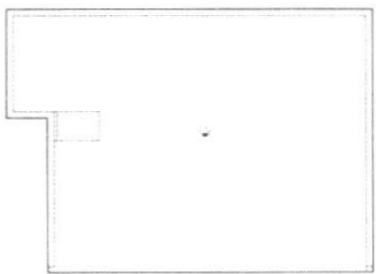
SHEET NO. 1
 PROJECT NO. 1000000000
 DATE: 10/10/2019
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]



Right
1'-0" 1'-6"

FACED MATERIAL PERCENTAGE

BRICK/STONE	204 SQ. FT.	41%
FINISH CEMENT	214 SQ. FT.	40%
STUCCO	214 SQ. FT.	40%
TOTAL	428 SQ. FT.	100%



Left
STUCCO 100%

FACED MATERIAL PERCENTAGE

BRICK/STONE	187 SQ. FT.	41%
FINISH CEMENT	204 SQ. FT.	45%
STUCCO	204 SQ. FT.	45%
TOTAL	405 SQ. FT.	100%



Architecture & Planning
 277 South First Street
 Denver, CO 80202
 303.521.6400
 ktpg.com



(Certified) Registered
 277 South First Street
 Denver, CO 80202
 303.521.6400

Midvale Mills
 4001 E. 17th Ave. #200-0017

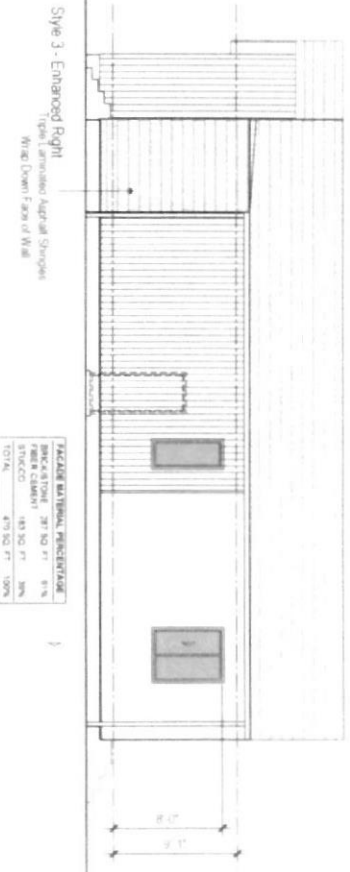
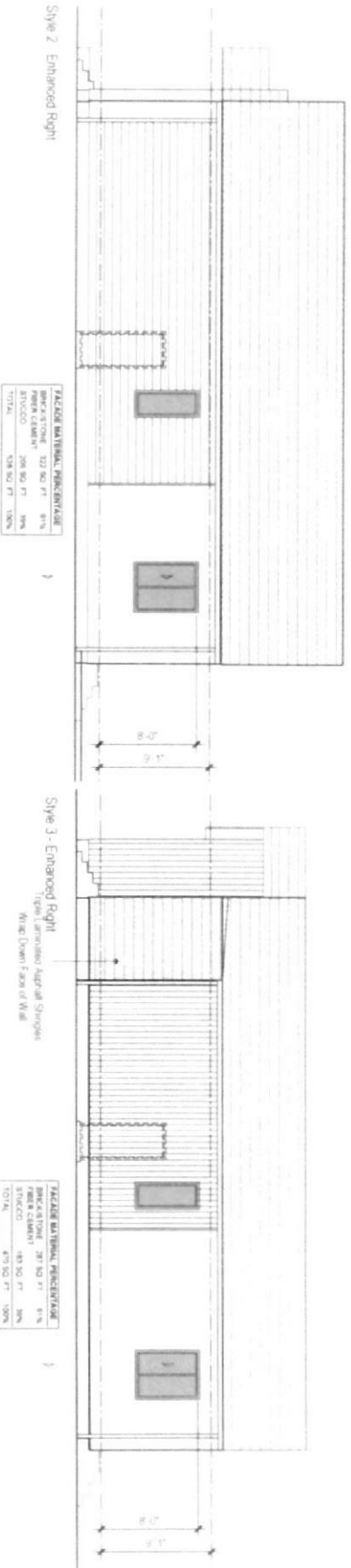
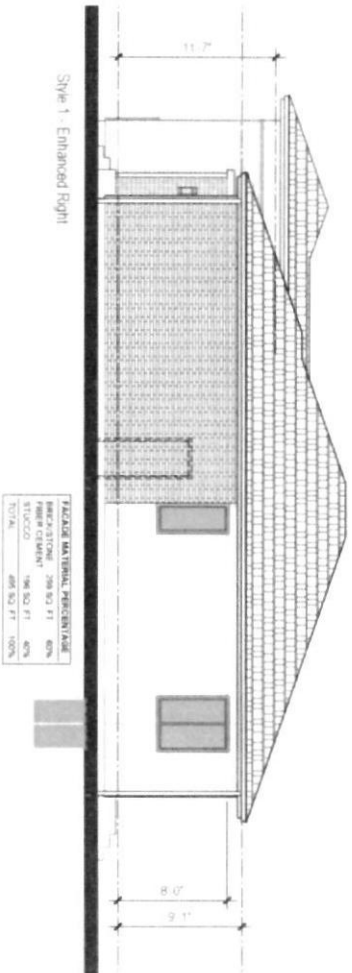
CONCEPTUAL DESIGN
 July 2nd 2019



DALL - STYLE 3 - ELEVATIONS AND ROOF

A1.4

DATE: 08/13	BY: JH
PROJECT: 10111111	PROJ: 10111111
CLIENT: 10111111	CLIENT: 10111111
PROJECT: 10111111	PROJECT: 10111111



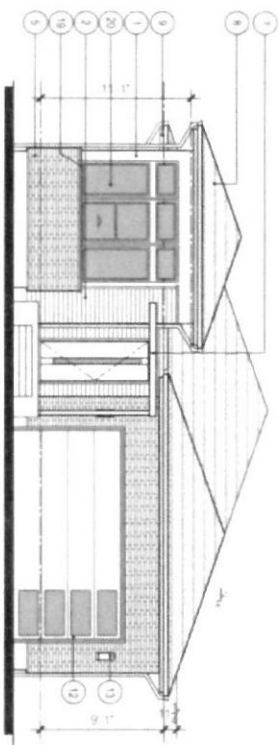
Midvale Mills
10111111
10111111
10111111

CONCEPTUAL DESIGN
10111111

DAL - CORNER ELEVATIONS

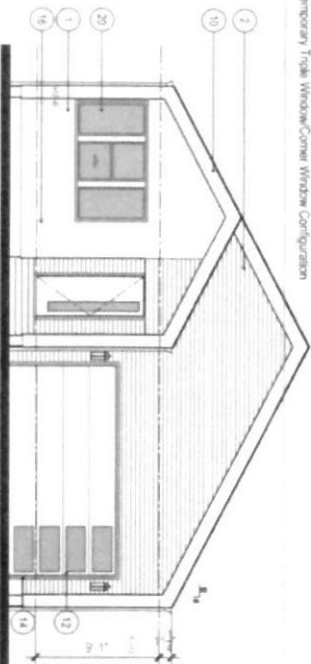
Building Materials List

- 1 Stucco - Sand Finish
- 2 Siding - Horizontal 8" Reveal V-Groove Fiber Cement, James Hardie, Alpine Series Siding, Painted w/ Cedar Varnish, Every 2nd4th Panel
- 3 Siding - Wood-look Concrete Veneer by Corianato Stone, 6" Width
- 4 Vertical Application: Roughed WoodShore Series
- 5 Fiber Cement - Smooth Hardie Panel at Window
- 6 Reveal level
- 7 Thin Brick - 2 1/2" Mortar Profile Thin Brick Veneer By Bakken or Equal
- 8 Cedar Trim Members
- 9 Powder Coated Steel Trim Members
- 10 Composite Asphalt Shingles
- 11 Fascia - 12" Thick Framed Aluminum Fascia Vinyl
- 12 Over - 12" Thick Framed Fascia/Barge w/ Stucco
- 13 Over - 12" Deep Rake Tight Eave
- 14 Fascia 12" Thick, Deep Rake, Tight Eave
- 15 Fiber Cement Panel Fascia Wrap
- 16 Garage Door - Sectional Steel Roll-Up Garage Door w/ Window Lens
- 17 Coach Light Contemporary Light per Specs
- 18 Trim, Painted Fiber Cement Panel Trim
- 19 Trim, EPS Foam Trim w/ Stucco Over
- 20 Reveal - 1" Metal Reveal Reveal
- 21 4x4 Wood Post with Composite Trim Column Wrap
- 22 2x6 Wood Fascia/Barge Board w/ Aluminum Split Wrap
- 23 Brick Cap "Mortar" Profile Thin Brick Veneer
- 24 Contemporary Trim Window/Corner Window Configuration



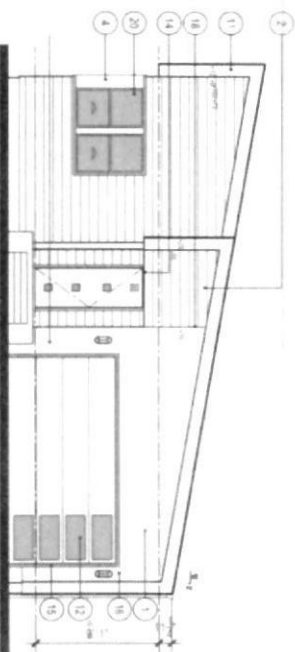
STYLE A - EASTERN CONTEMPORARY

FACED MATERIAL PERCENTAGE			
BRICK/STONE	25.00 FT	60%	
FIBER CEMENT	23.00 FT	55%	
STUCCO	23.00 FT	55%	
TOTAL	27.00 FT	100%	



STYLE B - CONTEMPORARY GABLE

FACED MATERIAL PERCENTAGE			
BRICK/STONE	24.00 FT	60%	
FIBER CEMENT	18.00 FT	45%	
STUCCO	18.00 FT	45%	
TOTAL	24.00 FT	100%	



STYLE C - CONTEMPORARY SHED

FACED MATERIAL PERCENTAGE			
BRICK/STONE	21.00 FT	60%	
FIBER CEMENT	17.00 FT	45%	
STUCCO	17.00 FT	45%	
TOTAL	21.00 FT	100%	

DATE: 07-10-10	BY: J. J. J.
PROJECT: A2.1	PROJECT: A2.1
CLIENT: J. J. J.	CLIENT: J. J. J.
LOCATION: J. J. J.	LOCATION: J. J. J.
SCALE: 1/8" = 1'-0"	SCALE: 1/8" = 1'-0"



Architectural & Planning
705 18th Street Suite 400
Denver, CO 80202
(303) 733-1400
www.kitgy.com



Garrett Homes
2700 North 14th Avenue
Denver, CO 80202
(303) 733-1400

Midvale Mills
Midvale, UT 84045
(801) 266-1230

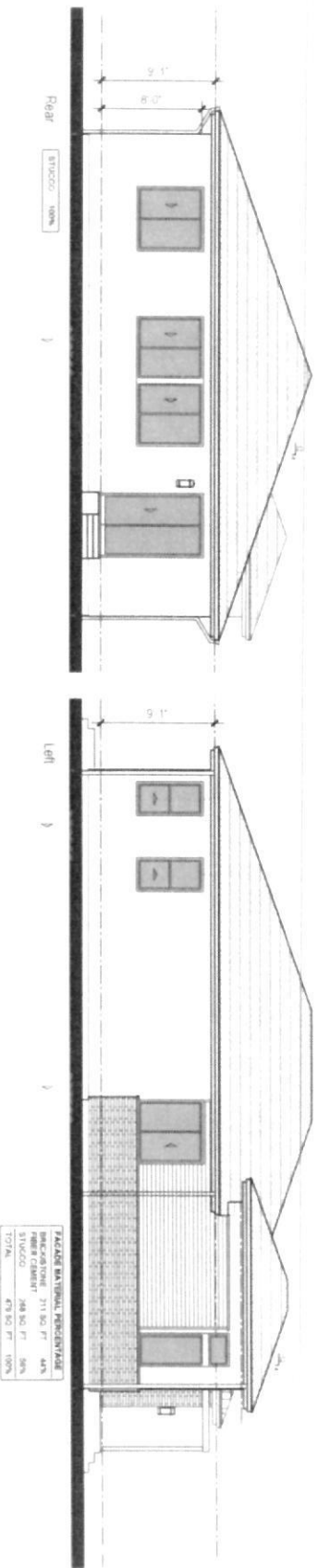
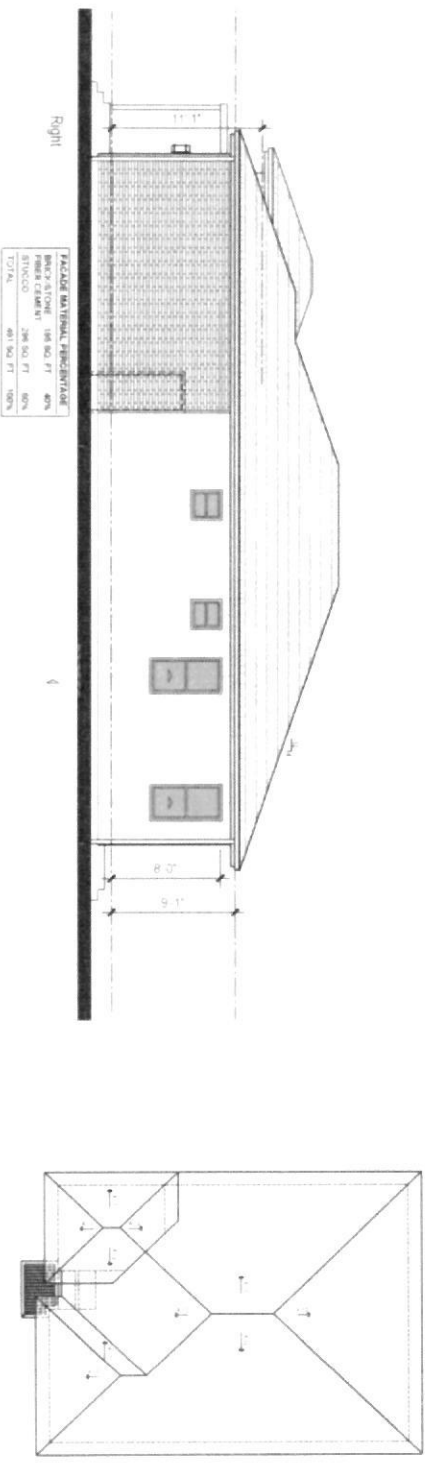
CONCEPTUAL DESIGN
AIA No. 2009



BELLOWS - FRONT ELEVATIONS

A2.1

SHEET 2 OF 2
 DATE: 11/11/2020
 DRAWN BY: J. B. BROWN
 CHECKED BY: J. B. BROWN
 PROJECT: 2020-001





KITCHEN & BATH
 870 10th Street, Suite 200
 Denver, CO 80202
 303.533.8400
 ktgy.com



CARPORT
 2777 North 1st Street, Suite 100
 Denver, CO 80202
 303.533.8400

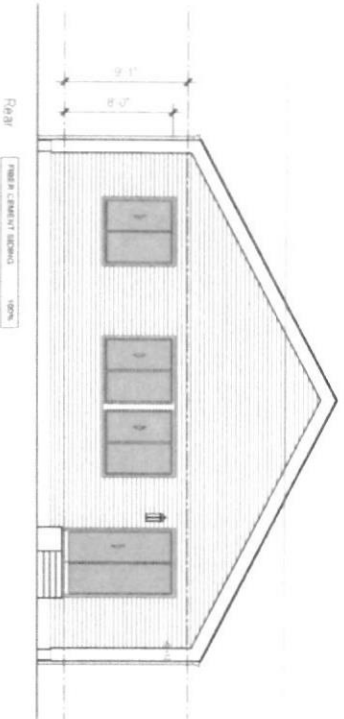
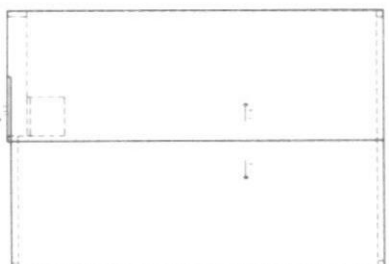
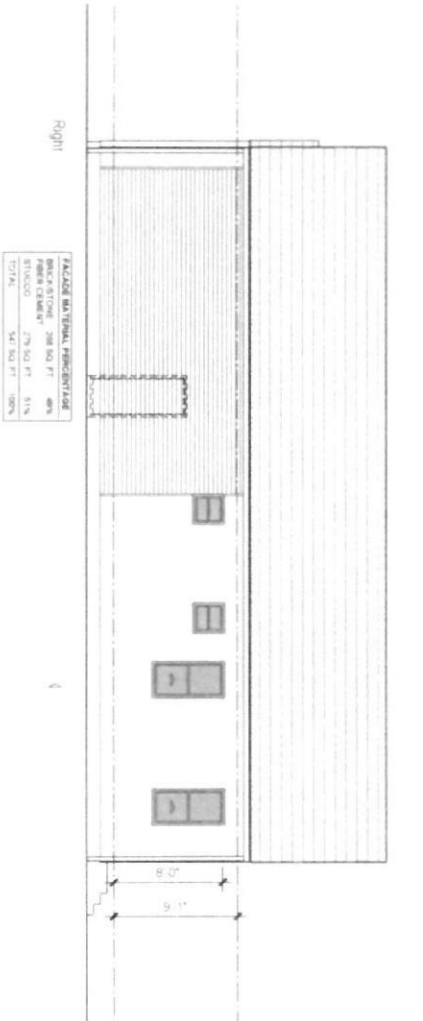


MIDVALE MILLS
 10000 Midvale Avenue
 Midvale, UT 84046
 801.486.2120

CONCEPTUAL DESIGN



BELLOWS - STYLE 1 - ELEVATIONS AND ROOF



Architectural & Planning
 4201 18th Street, Suite 100
 Denver, CO 80202
 303.415.1400
 www.kitgy.com



Certified Energy
 1700 17th Street, Suite 100
 Denver, CO 80202
 303.415.1400

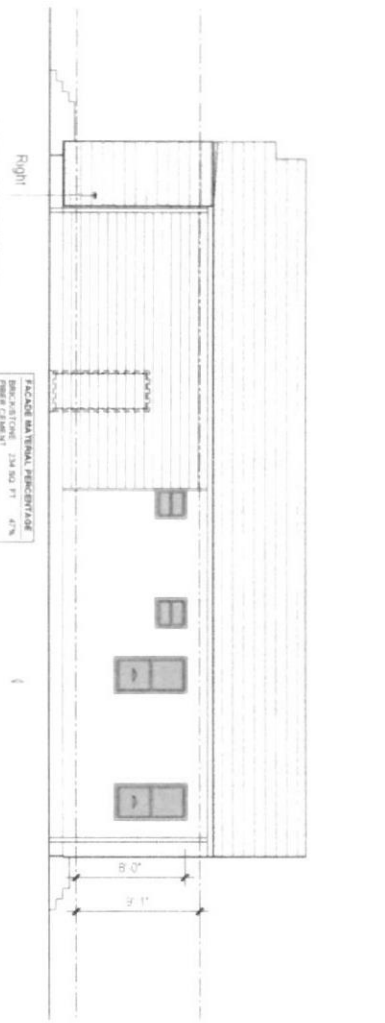
Midvale Mills
 10000 E. 17th Ave. #2000
 Midvale, CO 80442

CONCEPTUAL DESIGN
 10000 E. 17th Ave. #2000



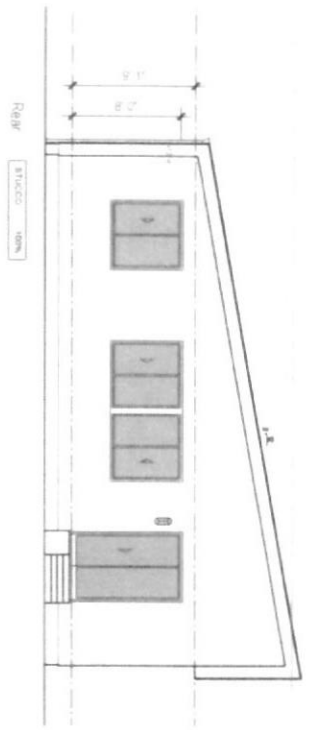
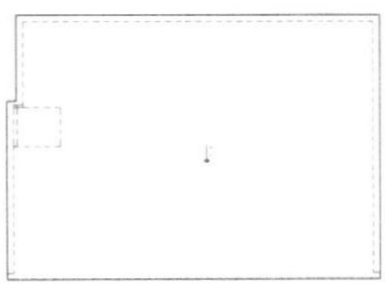
BELLOWS - STYLE 2 - ELEVATIONS AND ROOF

DATE	2/14	BY	KTBY
PROJECT	277 North Elm Street		
CLIENT	Midvale Mills		
ARCHITECT	KTBY		
SCALE	1/8" = 1'-0"		

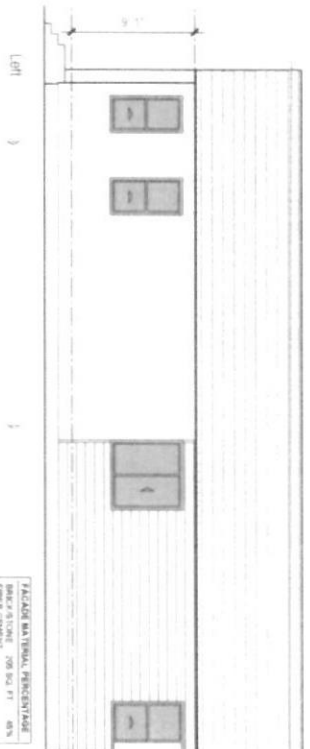


Right
Elevation, exterior, Right Side
View from Town & side of 4th St

FACADE MATERIAL PERCENTAGE			
BRICK/STONE	234 SQ FT	47%	
STUCCO	206 SQ FT	39%	
TOTAL	440 SQ FT	100%	



Rear
Elevation, exterior, Rear Side
View from Town & side of 4th St



Left
Elevation, exterior, Left Side
View from Town & side of 4th St

FACADE MATERIAL PERCENTAGE			
BRICK/STONE	206 SQ FT	47%	
STUCCO	234 SQ FT	53%	
TOTAL	440 SQ FT	100%	



Architecture & Planning
277 North Elm Street
Denver, CO 80202
303.533.6400
ktby.com



(Leasing Partners)
277 North Elm Street
Denver, CO 80202
303.533.6400
garfoot.com

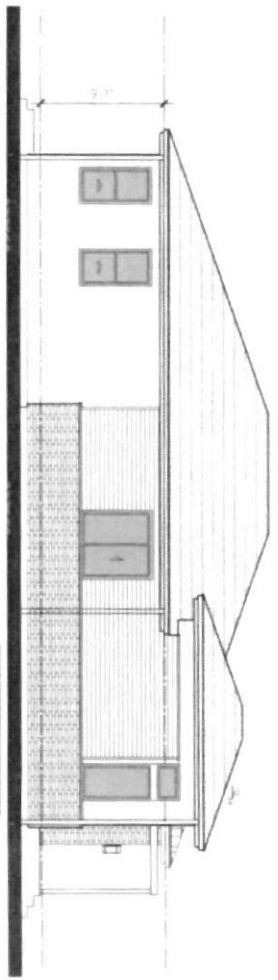
Midvale Mills
400 West 1st Ave. # 200A/227
Denver, CO 80202

CONCEPTUAL DESIGN
July 2nd 2019

BELLOWS - STYLE 3 - ELEVATIONS AND ROOF

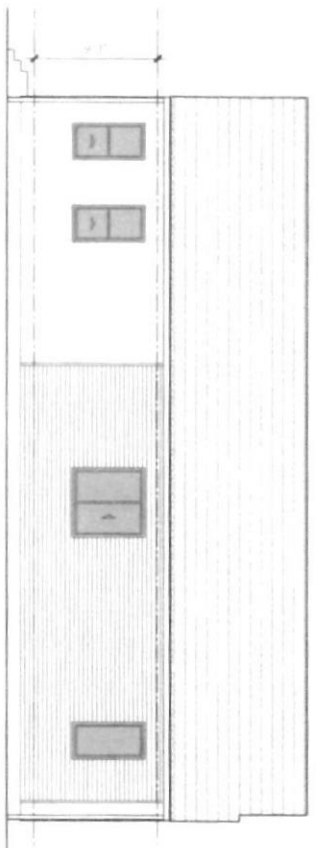
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SHEET 201-1
 11/11/14
 11/11/14
 11/11/14



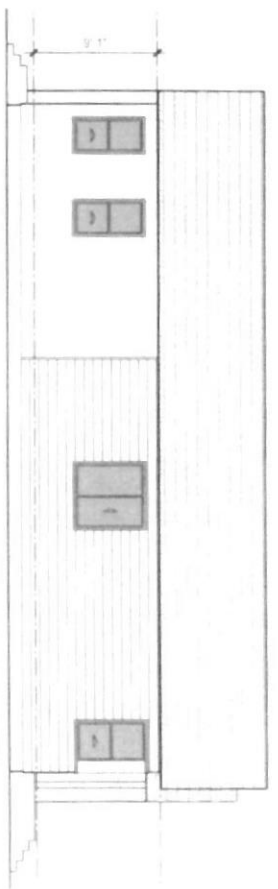
Side 1 - Enhanced Left

FACADE MATERIAL PERCENTAGE	
BRICK/STONE	280 SQ. FT. 81%
FINISH CEMENT	480 SQ. FT. 39%
GLAZING	470 SQ. FT. 100%
TOTAL	470 SQ. FT. 100%



Side 2 - Enhanced Left

FACADE MATERIAL PERCENTAGE	
BRICK/STONE	314 SQ. FT. 81%
FINISH CEMENT	208 SQ. FT. 39%
GLAZING	470 SQ. FT. 100%
TOTAL	470 SQ. FT. 100%



Side 3 - Enhanced Left

FACADE MATERIAL PERCENTAGE	
BRICK/STONE	280 SQ. FT. 81%
FINISH CEMENT	480 SQ. FT. 39%
GLAZING	470 SQ. FT. 100%
TOTAL	470 SQ. FT. 100%

CONCEPTUAL DESIGN



BELLOWS - CORNER ELEVATIONS

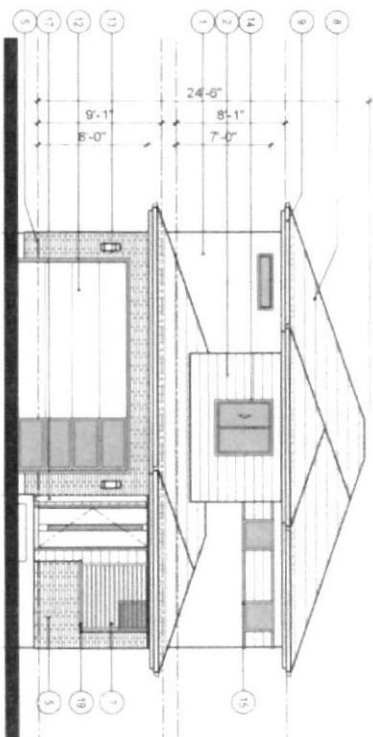
A2.5



Midvale Mills
 1440 1st Street, Suite 300
 Denver, CO 80202
 303.733.8800

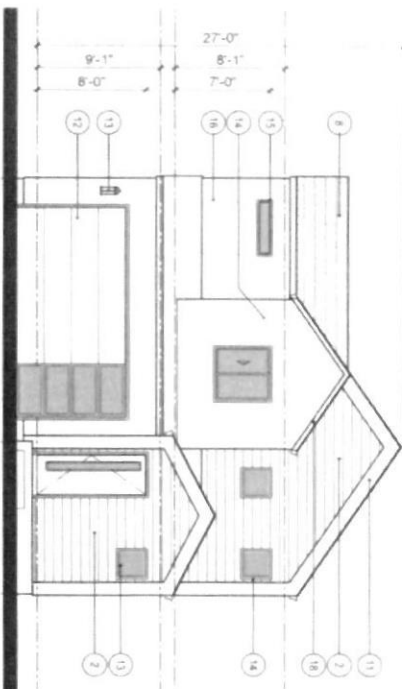
Building Materials List

- 1 Stucco - Sand Finish
- 2 Siding - Horizontal 6" Reveal V-Groove Fiber Cement, James Hardie
- 3 Acquire Siding Siding Painted w/ Color Variation, Every 2nd4th Panel
- 4 Siding - Wood Look Concrete Veneer by Corianite Stone 6" Width
- 5 Vertical Application Roughcut WoodStone Series
- 6 Fiber Cement - Smooth Marble Panel at Window
- 7 Reveal Brick
- 8 Thin Brick - 2 1/2" x 11" Mortar Profile Thin Brick
- 9 Veneer By Balcon or Equal
- 10 Cedar Trim Members
- 11 Powder Coated Steel Trim Members
- 12 Composite Asphalt Shingles
- 13 Fascia - Staggered Soffit Aluminum Fascia Wrap
- 14 Fascia - 12" Thick Framed FasciaBoard w/ Stucco
- 15 Over - 12" Deep Rake, Tight Eave
- 16 Fascia - 12" Thick, Deep Rake, Tight Eave
- 17 Fiber Cement Panel Fascia Wrap
- 18 Garage Door - Sectional Steel Roll-Up Garage
- 19 Door w/ Window Lines
- 20 Coach Light - Contemporary Light per Space
- 21 Trim - Painted Fiber Cement Panel Trim
- 22 Trim - EPS Foam Trim w/ Stucco Over
- 23 Reveal - 1" Metal Reveal Material
- 24 4x4 Wood Post with Composite Trim Column Wrap
- 25 2x6 Wood FasciaBoard Board w/ Aluminum Soffit Wrap
- 26 Brick Cap - Mortar Profile Thin Brick Veneer
- 27 Contemporary Tickle Window/Corner Window Configuration



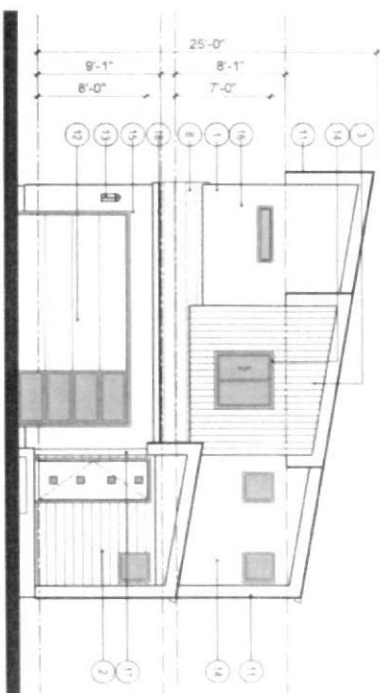
STYLE A - EASTERN CONTEMPORARY

FACADE MATERIAL PRESENTATION			
BRICK & STONE	208 SQ. FT.	64%	
STUCCO	116 SQ. FT.	36%	
TOTAL	322 SQ. FT.	100%	



STYLE B - CONTEMPORARY GABLE

FACADE MATERIAL PRESENTATION			
BRICK & STONE	287 SQ. FT.	70%	
STUCCO	122 SQ. FT.	30%	
TOTAL	409 SQ. FT.	100%	



STYLE C - CONTEMPORARY SHED

FACADE MATERIAL PRESENTATION			
BRICK & STONE	244 SQ. FT.	61%	
STUCCO	159 SQ. FT.	39%	
TOTAL	403 SQ. FT.	100%	



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303.475.8400

Midvale Mills
Midvale, UT 84047
801.266.2170

CONCEPTUAL DESIGN
July 2nd 2020

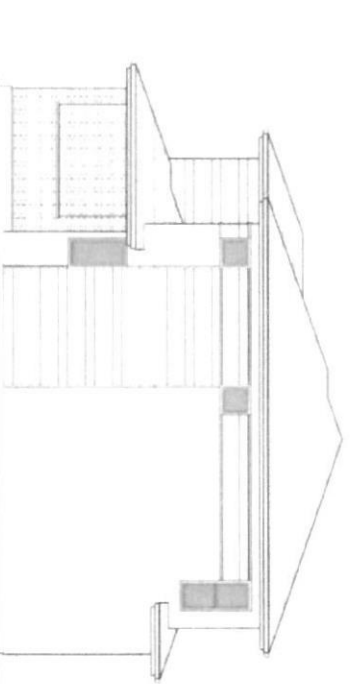


GOMEZ - FRONT ELEVATIONS

A3.1

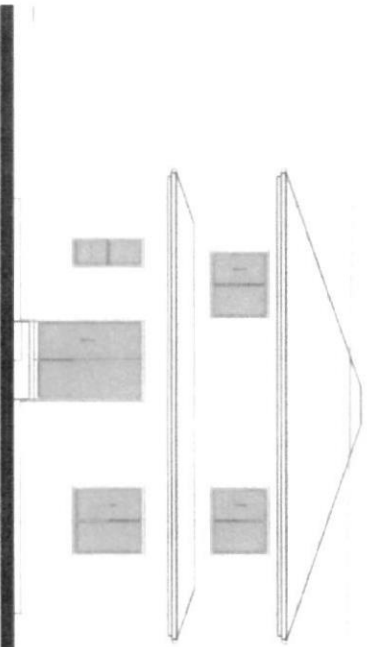
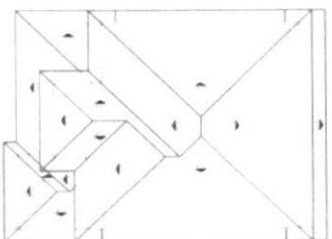
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DESIGNED BY:	KTGY
DRAWN BY:	KTGY
CHECKED BY:	KTGY
APPROVED BY:	KTGY

10/01/2019
 10/01/2019
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 10/01/2019

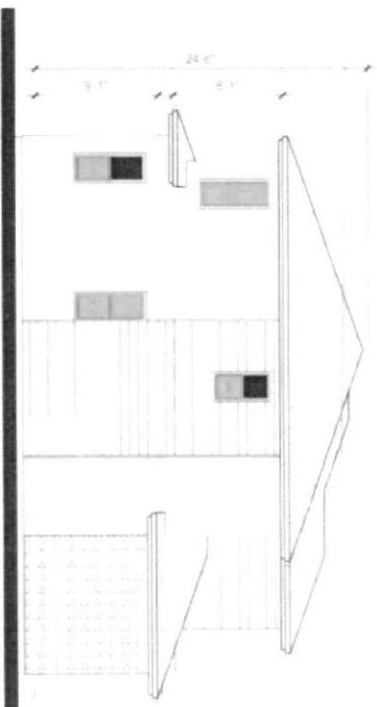


Right

FACADE MATERIAL PERCENTAGE	
BRICK/STONE	151 SQ. FT. 47%
SHINGLES	168 SQ. FT. 51%
GLASS	100 SQ. FT. 30%
TOTAL	319 SQ. FT. 100%



FRONT



FACADE MATERIAL PERCENTAGE	
BRICK/STONE	138 SQ. FT. 51%
SHINGLES	168 SQ. FT. 51%
GLASS	100 SQ. FT. 30%
TOTAL	306 SQ. FT. 100%



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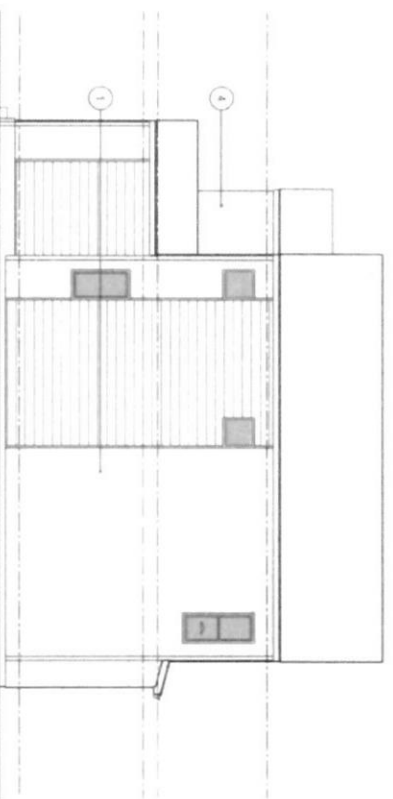
Midvale Mills
 Midvale, UT 84046
 801.486.4343

CONCEPTUAL DESIGN
 July 2019

GOMEZ - STYLE 1 ELEVATIONS AND ROOF

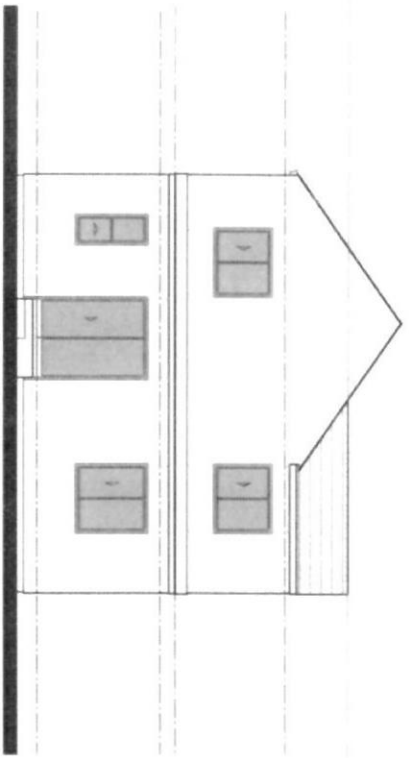
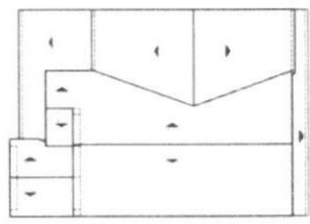
A3.2

SHEET NO. 10
 PROJECT NO. 1000000000
 DATE 10/10/2020
 DRAWN BY J. GOMEZ
 CHECKED BY J. GOMEZ
 APPROVED BY J. GOMEZ



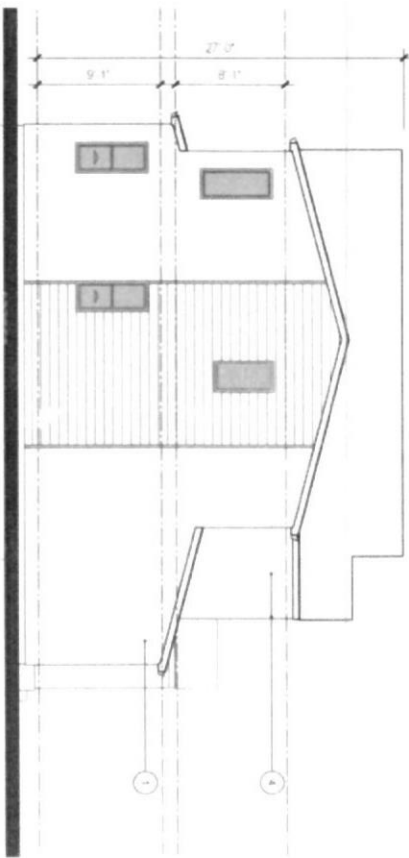
FRONT ELEVATION

BRICK & STONE	120 SQ. FT.	40%
WOOD SIDING	400 SQ. FT.	50%
TOTAL	520 SQ. FT.	90%



REAR ELEVATION

BRICK & STONE	120 SQ. FT.	40%
WOOD SIDING	400 SQ. FT.	50%
TOTAL	520 SQ. FT.	90%



ROOF & SIDE ELEVATION

BRICK & STONE	120 SQ. FT.	40%
WOOD SIDING	400 SQ. FT.	50%
TOTAL	520 SQ. FT.	90%



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 612.221.4400
 info@ktgy.com



Gertel Home
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 St. Paul, MN 55102
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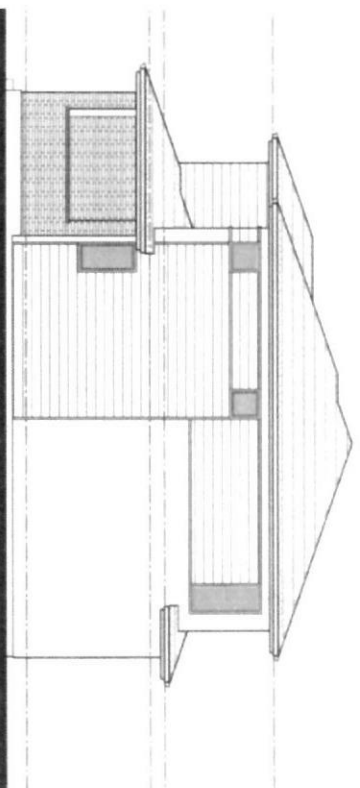
Midvale Mills
 Midvale, UT 84049
 801.221.4400

CONCEPTUAL DESIGN
 July 2020

GOMEZ - STYLE 2 ELEVATIONS AND ROOF

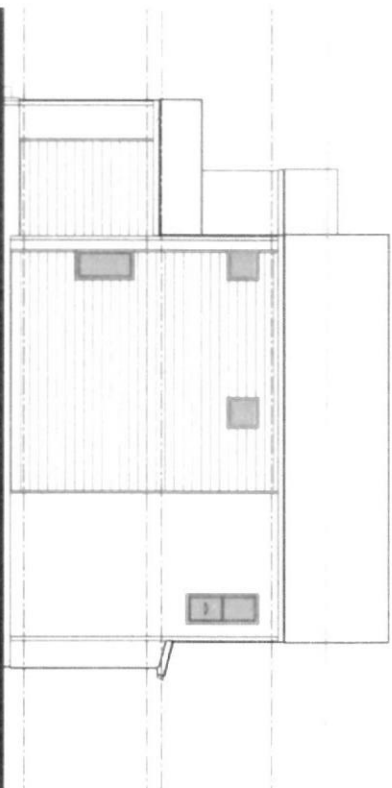
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DATE: 07/11/2023	BY: J. GOMEZ
PROJECT: 2023-001	DESIGN: 01
CLIENT: GOMEZ	ARCHITECT: GOMEZ
LOCATION: 123456789	PHASE: 01



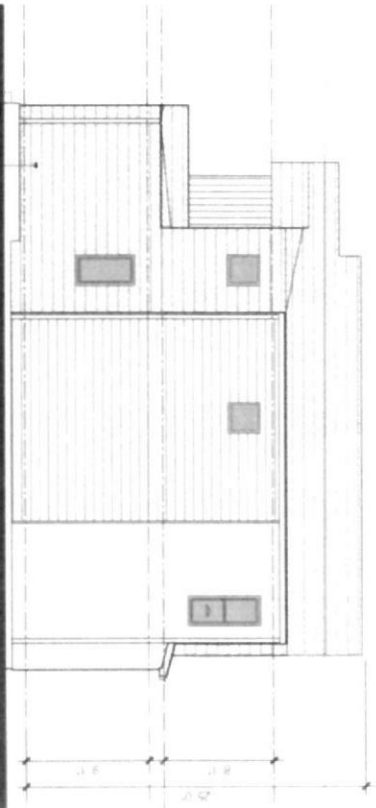
Style 1 Enhanced Right

FACADE MATERIAL PERCENTAGE	
BRICKWORK	48.50 FT 62%
SHINGLES	29.50 FT 37%
TOTAL	78.00 FT 100%



Style 2 Enhanced Right

FACADE MATERIAL PERCENTAGE	
BRICKWORK	48.50 FT 62%
SHINGLES	29.50 FT 37%
TOTAL	78.00 FT 100%



Style 3 Enhanced Right

FACADE MATERIAL PERCENTAGE	
BRICKWORK	48.50 FT 62%
SHINGLES	29.50 FT 37%
TOTAL	78.00 FT 100%



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(Selling) Property
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1801 9th St NW
1801 9th St NW

MIDVALE MILLS
MIDVALE, UT 84043
2023-001

CONCEPTUAL DESIGN
July 2nd 2023



GOMEZ - CORNER ELEVATIONS

Building Materials List

- ① Stucco - Sand Finish
- ② Siding - Horizontal 8" Reveal V-Groove Fiber Cement, James Hardie Aspire Series Siding, Painted w/ Color Variation, Every 2nd/4th Panel
- ③ Siding - Wood-Look Concrete Veneer by Coronado Stone, 6" Width, Vertical Application, Roughcut WoodStone Series
- ④ Fiber Cement - Smooth Hardie Panel at Window Reveal Inset
- ⑤ Thin Brick - 2 1/2"x11" "Norman" Profile Thin Brick Veneer By Belknap or Equal
- ⑥ Cedar Trellis Members
- ⑦ Powder Coated Steel Trellis Members
- ⑧ Composite Asphalt Shingles
- ⑨ Fascia - Stepped Soffitted Aluminum Fascia Wrap
- ⑩ Fascia - 12" Thick Framed Fascia/Barge w/ Stucco Over - 12" Deep Rake, Tight Eave
- ⑪ Fascia - 12" Thick, Deep Rake, Tight Eave, Fiber Cement Panel, Fascia Wrap
- ⑫ Garage Door - Sectional Steel Roll-Up Garage Door w/ Window Lites
- ⑬ Coach Light - Contemporary Light per Specs
- ⑭ Trim - Painted Fiber Cement Panel Trim
- ⑮ Trim - EPS Foam Trim w/ Stucco Over
- ⑯ Reveal - 1" Metal Reglet Reveal
- ⑰ 4x4 Wood Post with Composite Trim Column Wrap
- ⑱ 2x6 Wood Fascia/Barge Board w/ Aluminum Soffit Wrap
- ⑲ Brick Cap "Norman" Profile Thin Brick Veneer
- ⑳ Contemporary Triple Window/Corner Window Configuration



STYLE A - EASTERN CONTEMPORARY

FACADE MATERIAL PERCENTAGE	
BRICK/STONE	254 SQ. FT. 69%
FIBER CEMENT	139 SQ. FT. 36%
STUCCO	139 SQ. FT. 36%
TOTAL	532 SQ. FT. 100%



STYLE B - CONTEMPORARY GABLE

FACADE MATERIAL PERCENTAGE	
BRICK/STONE	283 SQ. FT. 64%
FIBER CEMENT	156 SQ. FT. 36%
STUCCO	156 SQ. FT. 36%
TOTAL	435 SQ. FT. 100%



STYLE C - CONTEMPORARY SHED

FACADE MATERIAL PERCENTAGE	
BRICK/STONE	357 SQ. FT. 74%
FIBER CEMENT	139 SQ. FT. 29%
STUCCO	139 SQ. FT. 29%
TOTAL	525 SQ. FT. 100%



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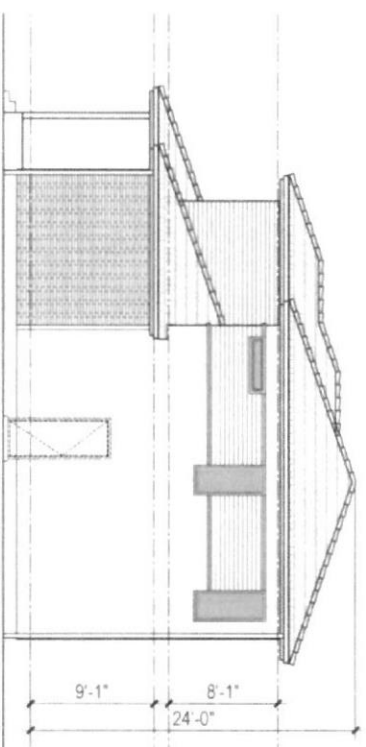
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July 3rd, 2020



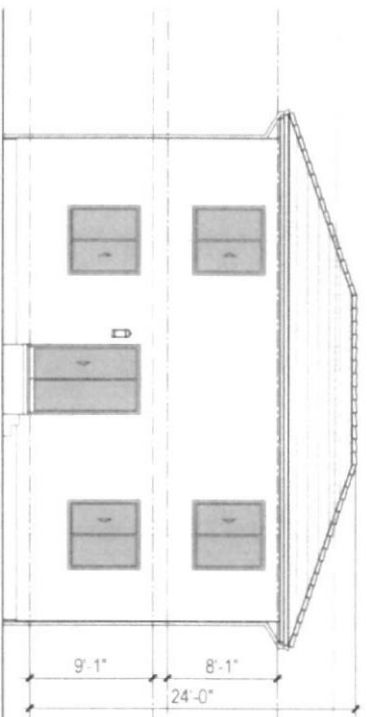
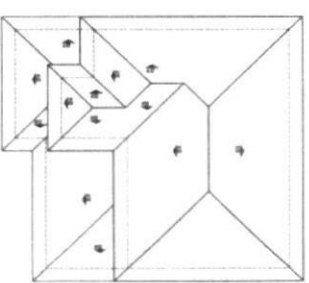
MATISSE - FRONT ELEVATIONS

A4.1

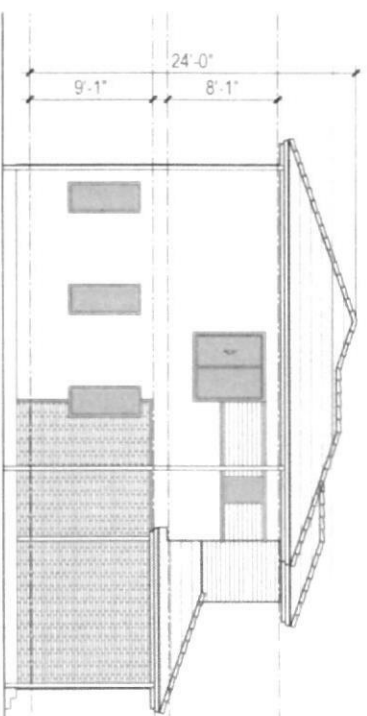
SHEET 20 OF 21
 PROJECT: 2020-0000
 DRAWING: 2020-0000
 DATE: 10/10/2020
 DRAWN BY: [Name]
 CHECKED BY: [Name]



FACADE MATERIAL PERCENTAGE			
BRICK/STONE	254 SQ. FT.	41%	
WOOD	180 SQ. FT.	29%	
STUCCO	380 SQ. FT.	60%	
TOTAL	814 SQ. FT.	100%	



FACADE MATERIAL PERCENTAGE			
BRICK/STONE	278 SQ. FT.	43%	
WOOD	180 SQ. FT.	29%	
STUCCO	342 SQ. FT.	55%	
TOTAL	800 SQ. FT.	100%	



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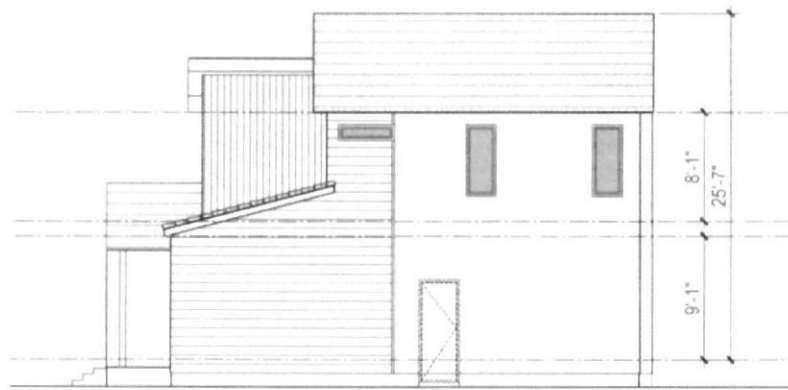
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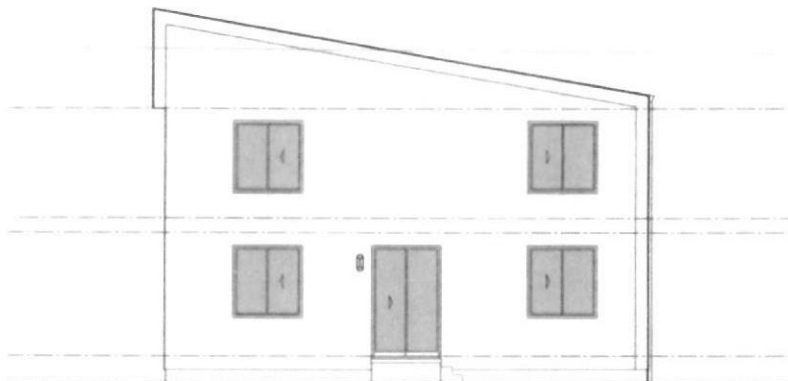
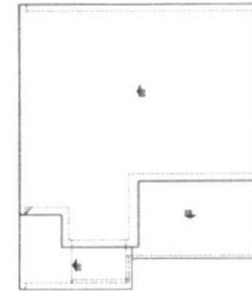
MATISSE - STYLE 1 ELEVATIONS AND ROOF

1/2" = 1'-0"
 1/4" = 3'-0"
 1/8" = 6'-0"
 1/16" = 12'-0"
 1/32" = 24'-0"
 1/64" = 48'-0"
 1/128" = 96'-0"
 1/256" = 192'-0"
 1/512" = 384'-0"
 1/1024" = 768'-0"
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PROJECT NO.	20-10-014
PROJECT NAME	STUDIO 3
PROJECT TYPE	RENOVATION
PROJECT LOCATION	STUDIO 3
PROJECT DATE	2020-07-01



FACADE MATERIAL PERCENTAGE		
BRICK-STONE	375 SQ. FT.	48%
FIBER CEMENT	386 SQ. FT.	54%
STUCCO	711 SQ. FT.	100%



STUCCO 100%



FACADE MATERIAL PERCENTAGE		
BRICK-STONE	248 SQ. FT.	48%
FIBER CEMENT	386 SQ. FT.	54%
STUCCO	504 SQ. FT.	100%

Triple Laminated
Asphalt Shingles
Wrap Down Face of Wall



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273 North East Capitol Street
Salt Lake City, Utah 84103
(801) 456-2420

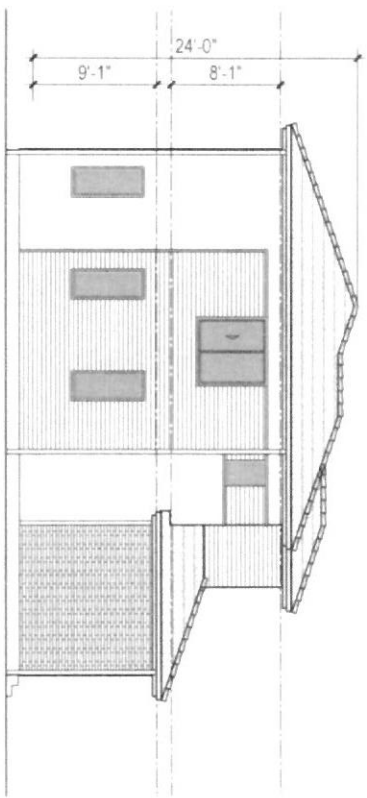
Midvale Mills
MIDVALE, UTAH # 2020-0237

CONCEPTUAL DESIGN
July 3rd, 2020



MATISSE - STYLE 3 ELEVATIONS AND ROOF

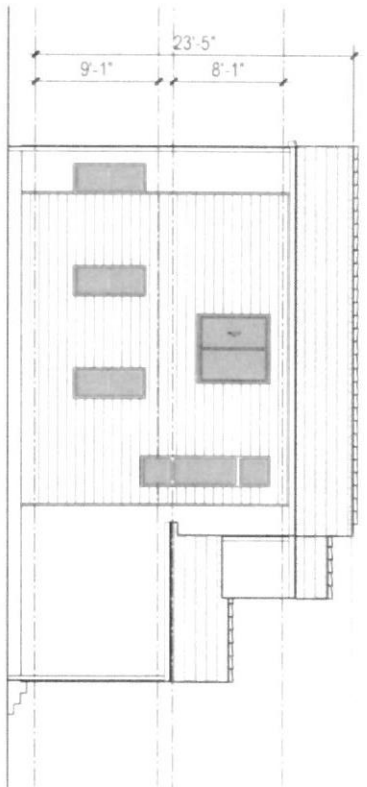
A4.4



FACADE MATERIAL PERCENTAGE

BRICK	407 SQ. FT.	62%
WOOD Siding	242 SQ. FT.	38%
STUCCO	742 SQ. FT.	100%
TOTAL	1491 SQ. FT.	100%

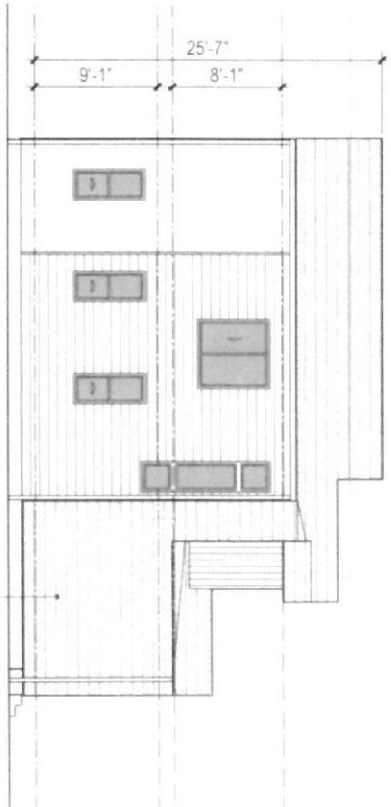
Style 1 - Enhanced Left



FACADE MATERIAL PERCENTAGE

BRICK	413 SQ. FT.	62%
WOOD Siding	242 SQ. FT.	38%
STUCCO	742 SQ. FT.	100%
TOTAL	1497 SQ. FT.	100%

Style 2 - Enhanced Left



FACADE MATERIAL PERCENTAGE

BRICK	413 SQ. FT.	62%
WOOD Siding	242 SQ. FT.	38%
STUCCO	742 SQ. FT.	100%
TOTAL	1497 SQ. FT.	100%

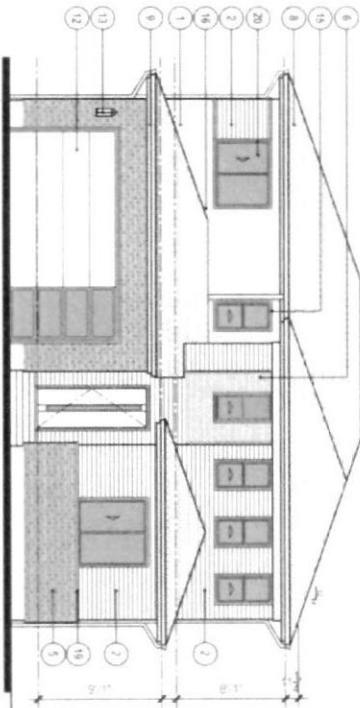
Style 3 - Enhanced Left
 Total Lamination
 Asphalt Shingles
 Vinyl Siding
 Vinyl Siding
 Vinyl Siding



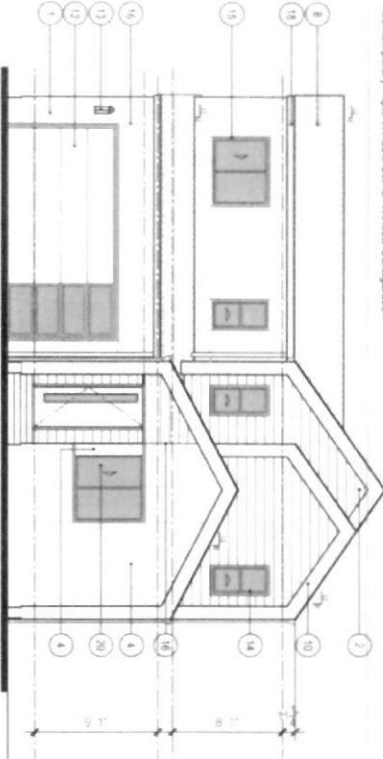
Building Materials List

- 1 Stucco - Sand Finish
- 2 Siding - Horizontal R. Renewal V-Groove Fiber Cement, James Harbison
- 3 Azule Tiles Siding, Painted w/ Cedar Varnish, Every 2nd/4th Panel
- 4 Siding - Wood-look Concrete Veneer by Concrete Stone, 6" Width
- 5 Vertical Application Roughcut WoodStone Siding
- 6 Fiber Cement - Smooth Harpe Panel at Windows
- 7 Renewal Vinyl
- 8 Thin Brick - 2 1/4" "Norman" Profile Thin Brick
- 9 Veneer By Random or Equal
- 10 Cedar Trim Members
- 11 Primer Coated Steel Trims Members
- 12 Composite Asphalt Shingles
- 13 Fascia - Stained Softwood Aluminum Fascia Vinyl
- 14 Over - 12" Thick Frieze FacadeBarge w/ Stucco
- 15 Fascia - 12" Thick Deep Rake, Tight Eave
- 16 Fiber Cement Panel, Fascia Vinyl
- 17 Garage Door Sectional Steel Roll-Up Garage
- 18 Door w/ Window Lines
- 19 Coach Light, Contemporary Light per Specs
- 20 Trim, Painted Fiber Cement Panel Trim
- 21 Trim, EPS Foam Trim w/ Stucco Overlay
- 22 Renewal T. Metal Right Renewal
- 23 4x4 Wood Post with Composite Trim Column Vinyl
- 24 2x6 Wood FacadeBarge Board w/Aluminum Soffit Vinyl
- 25 Brick Cap "Norman" Profile Thin Brick Veneer
- 26 Contemporary Triple Window/Corner Window Configuration

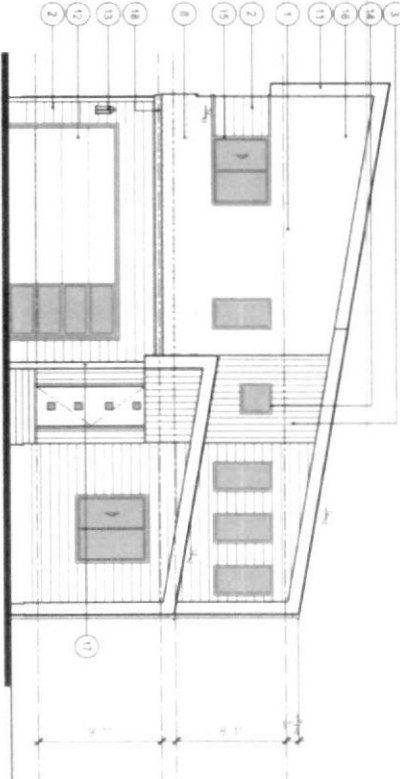
STYLE A - EASTERN CONTEMPORARY



STYLE B - CONTEMPORARY GABLE



STYLE C - CONTEMPORARY SHED



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Midvale Mills
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Denver, CO 80231

CONCEPTUAL DESIGN
JAN 24, 2020

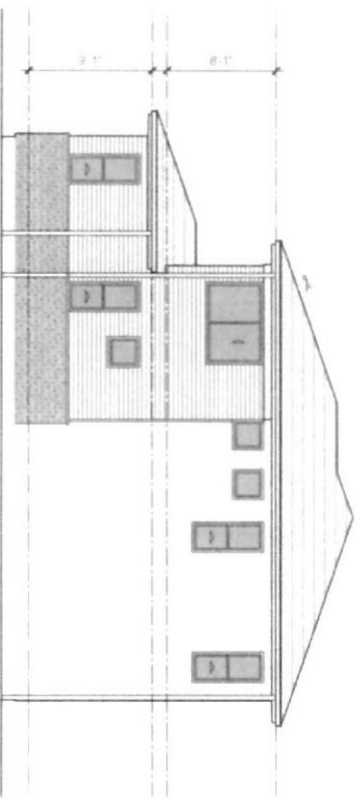


SARGENT - FRONT ELEVATIONS

A5.1

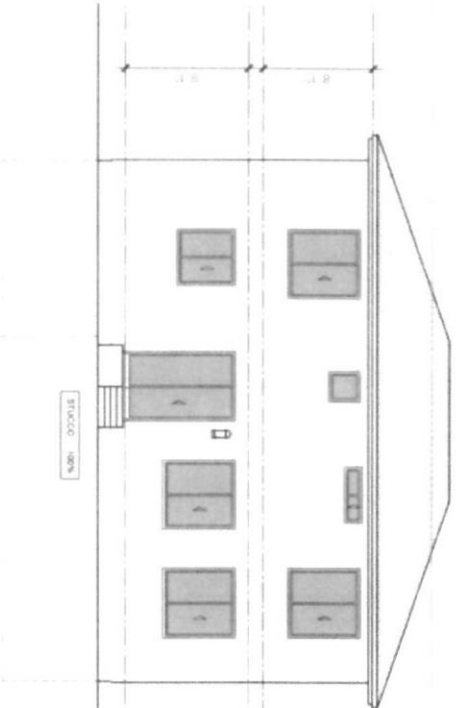
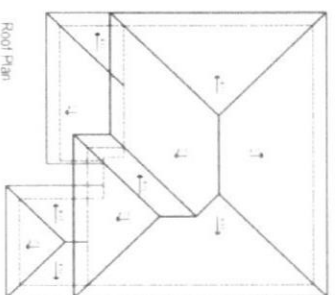
DATE: 01/24/20
BY: J. L. L. L. L.
CHECKED: J. L. L. L. L.
APPROVED: J. L. L. L. L.

DATE: 07-13	BY: JAC
REVISION:	REVISION:
REVISION:	REVISION:
REVISION:	REVISION:
REVISION:	REVISION:

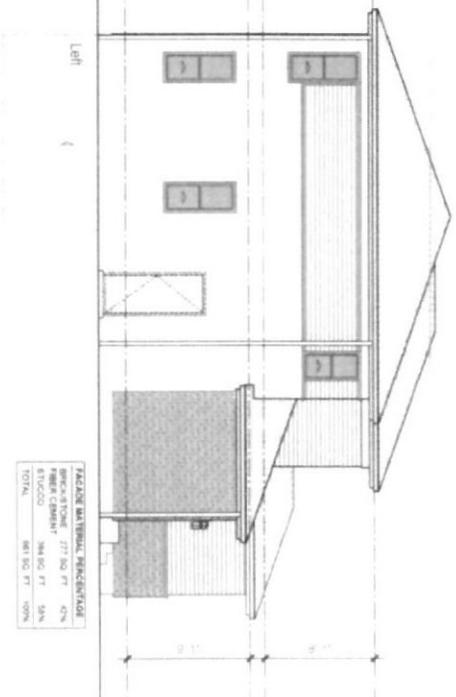


FACING MATERIAL PERCENTAGE	
BRICK TYPED	398 SQ. FT. 41%
BRICK CLAY	174 SQ. FT. 18%
STUCCO	428 SQ. FT. 45%
TOTAL	999 SQ. FT. 100%

Right



STUCCO 100%



Left

FACING MATERIAL PERCENTAGE	
BRICK TYPED	277 SQ. FT. 42%
BRICK CLAY	144 SQ. FT. 22%
STUCCO	181 SQ. FT. 28%
TOTAL	602 SQ. FT. 100%



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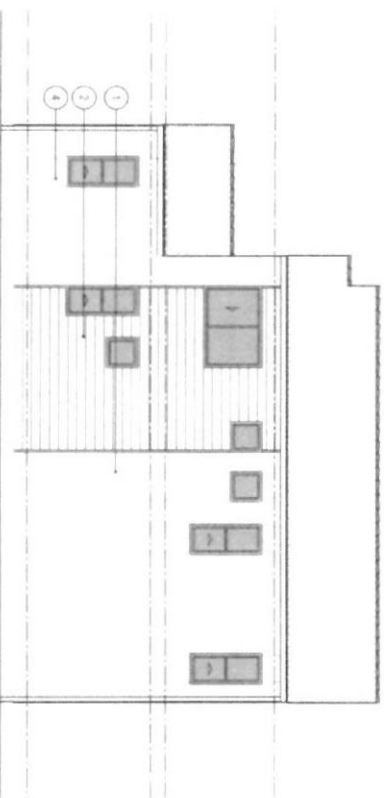
Midvale Mills
Midvale, Utah #200-0237

CONCEPTUAL DESIGN
July 2012

SARGENT - STYLE 1 - ELEVATIONS AND ROOF

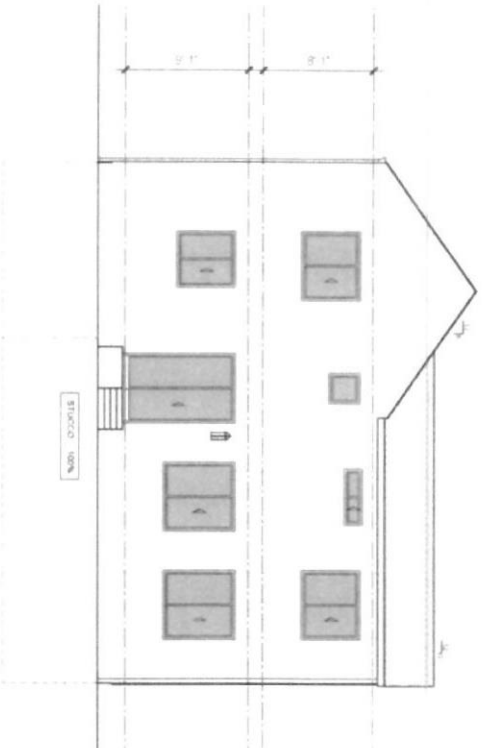
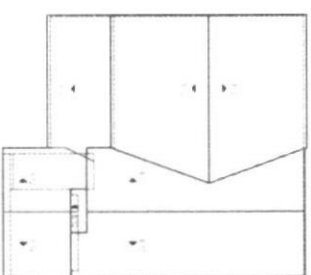
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SHEET 2 OF 3
 11/11/2016
 11/11/2016
 11/11/2016

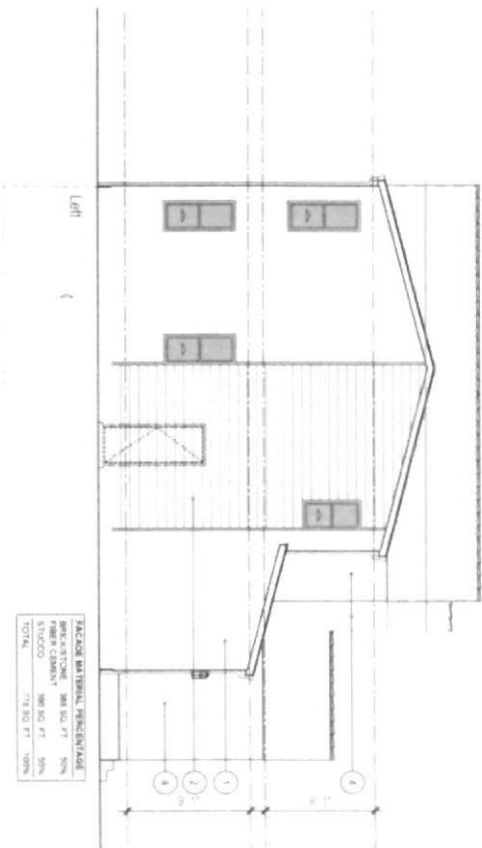


FACADE MATERIALS SUMMARY			
BRICK	300 SQ. FT.	40%	
STUCCO	300 SQ. FT.	40%	
WOOD	300 SQ. FT.	40%	
TOTAL	900 SQ. FT.	100%	

Right



STUCCO 100%



Left

FACADE MATERIALS SUMMARY			
BRICK	300 SQ. FT.	40%	
STUCCO	300 SQ. FT.	40%	
WOOD	300 SQ. FT.	40%	
TOTAL	900 SQ. FT.	100%	



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Midvale Mills
 Midvale, UT 84046
 801.456.5200

CONCEPTUAL DESIGN
 JAN 2016



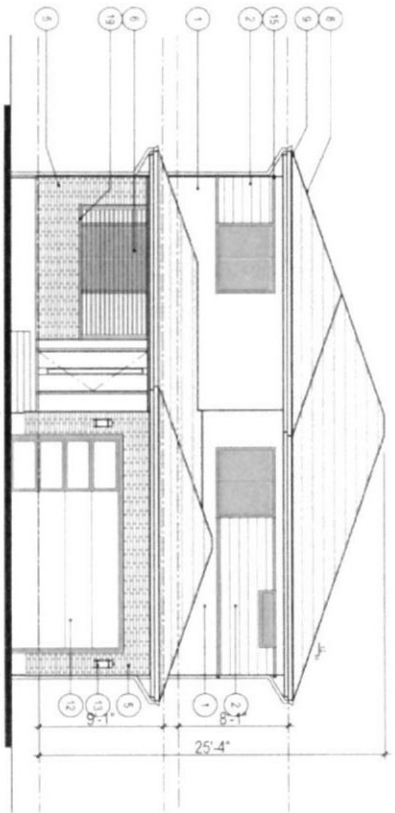
SARGENT - STYLE 2 - ELEVATIONS AND ROOF

A5.3



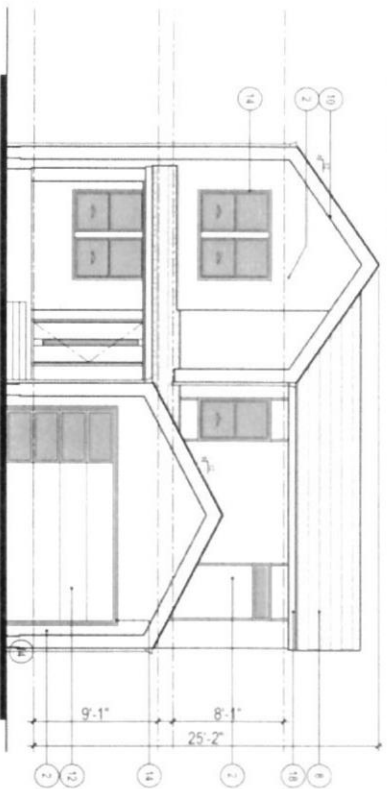
Building Materials List

1. Stucco - Sand Finish
2. Siding - Horizontal JF Renewal V-Groove Fiber Cement, James Harline Aspire Series Siding, Painted w/ Color Variation Every 2nd/4th Panel.
3. Vertical Application - Roughcut WoodStone Series
4. Fiber Cement - Smooth Handle Panel at Window
5. Thin Brick - 2 1/2" x 1 1/2" "Norman" Profile Thin Brick Veneer By Bullfinch or Equal
6. Cedar Trellis Members
7. Powder Coated Steel Trellis Members
8. Composite Asph/Flt Shingles
9. Fascia - Stepped Soffited Aluminum Fascia Wrap
10. Fascia - 12" Thick Framed Fascia/Barge w/ Stucco Over - 12" Deep Rake, Tight Eave
11. Fascia - 12" Thick, Deep Rake, Tight Eave, Fiber Cement Panel Fascia Wrap
12. Garage Door - Sectional Steel Roll-Up Garage Door w/ Window Lites
13. Coach Light - Contemporary Light per Specs
14. Trim - Painted Fiber Cement Panel Trim
15. Trim - EPS Foam Trim w/ Stucco Over
16. Renewal 1" Metal Rigidlet Renewal
17. 4x4 Wood Post w/ Composite Trim Column Wrap
18. 2x6 Wood Fascia/Barge Board w/Aluminum Soffit Wrap
19. Brick Cap "Norman" Profile Thin Brick Veneer
20. Contemporary Triple Window/Corner Window Configuration



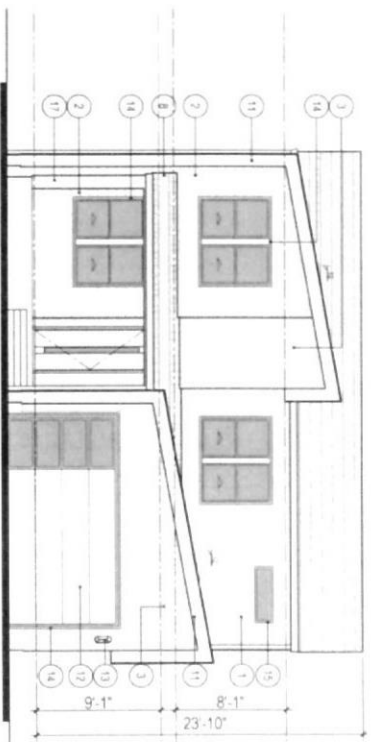
STYLE A - EASTERN CONTEMPORARY

FACADE MATERIAL PERCENTAGE	
BRICK/STONE	231 SQ. FT. 85%
STUCCO	178 SQ. FT. 35%
TOTAL	369 SQ. FT. 100%



STYLE B - CONTEMPORARY GABLE

FACADE MATERIAL PERCENTAGE	
BRICK/STONE	279 SQ. FT. 86%
STUCCO	143 SQ. FT. 34%
TOTAL	423 SQ. FT. 100%



STYLE C - CONTEMPORARY SHED

FACADE MATERIAL PERCENTAGE	
BRICK/STONE	204 SQ. FT. 74%
STUCCO	704 SQ. FT. 35%
TOTAL	908 SQ. FT. 100%

DATE: 08.11.20
 08.11.20
 08.11.20
 08.11.20



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Mitvalle Mills
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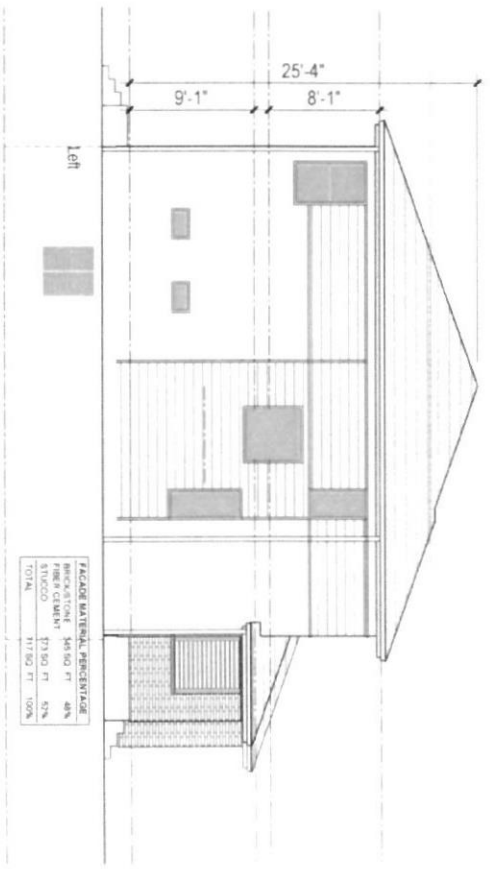
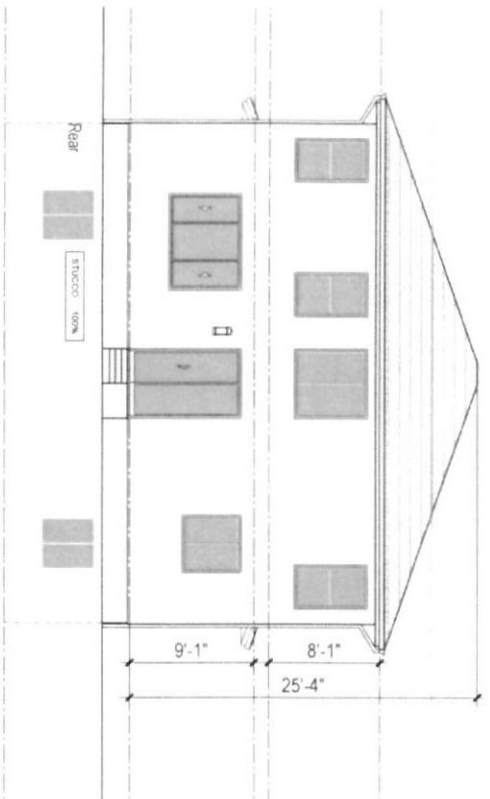
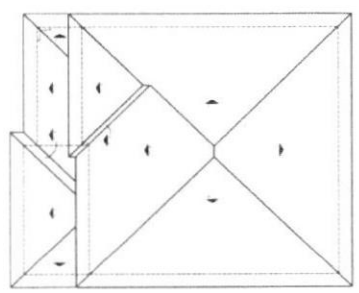
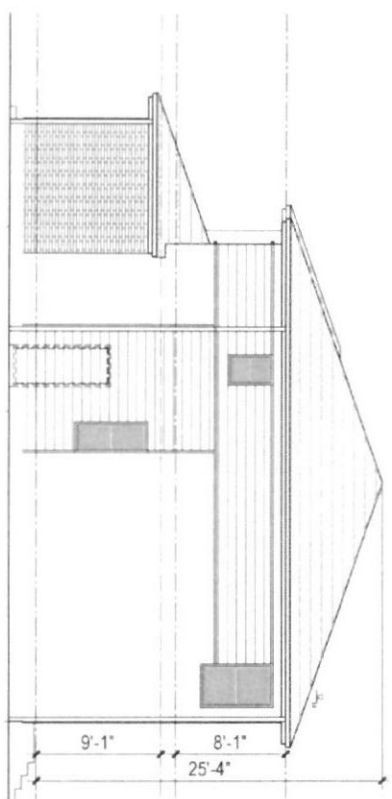
CONCEPTUAL DESIGN
 08.11.2020



BENTON - FRONT ELEVATIONS

A6.1

Sheet: A6.2
 Date: 11/11/2020
 Project: Benton - Style 1
 Drawing: ELEVATIONS AND ROOF
 Scale: 1/8" = 1'-0"



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CONCEPTUAL DESIGN
 July 2019 - 2020

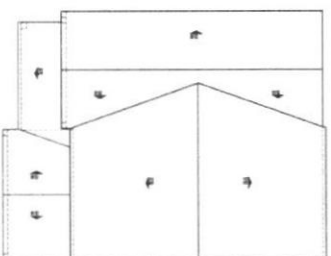
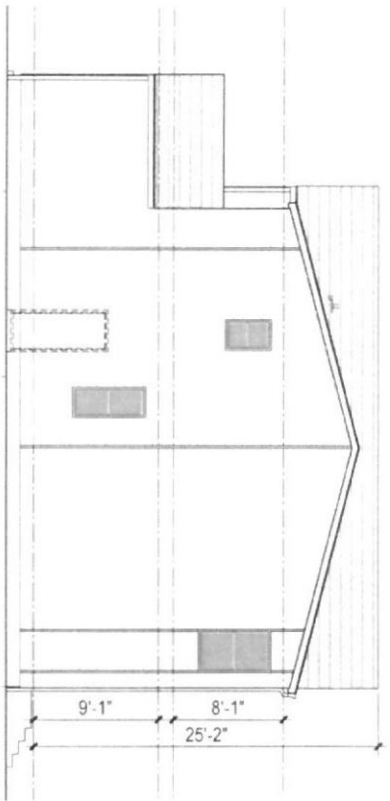


BENTON - STYLE 1 ELEVATIONS AND ROOF

Sheet: A6.3
 Date: 10/1/2020
 Project: BENTON - STYLE 2 ELEVATIONS AND ROOF
 Drawn by: J. L. Smith
 Checked by: J. L. Smith
 Scale: 1/8" = 1'-0"

Right

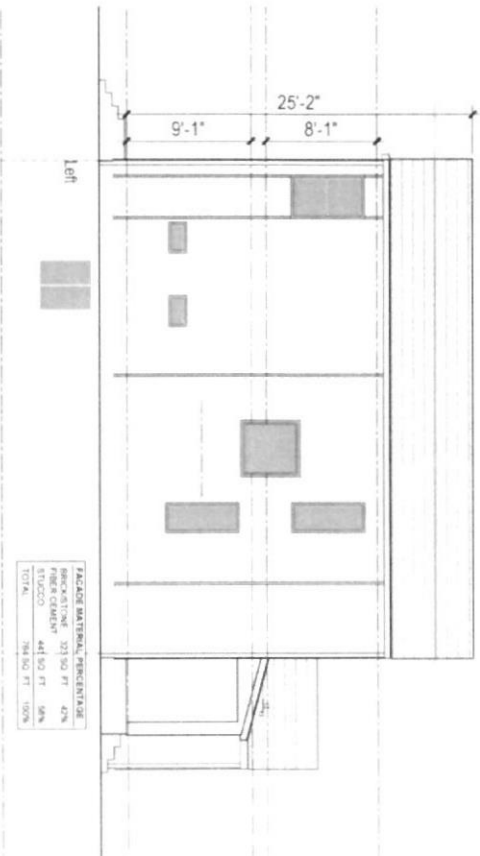
FACED MATERIAL PERCENTAGE			
BRICK (STONE)	271 SQ FT	42%	
STUCCO	488 SQ FT	77%	
TOTAL	759 SQ FT	100%	



Rear



Left



FACED MATERIAL PERCENTAGE			
BRICK (STONE)	271 SQ FT	42%	
STUCCO	488 SQ FT	77%	
TOTAL	759 SQ FT	100%	



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Middleville Mills
 Middleville, UT 84041
 #2020-0327

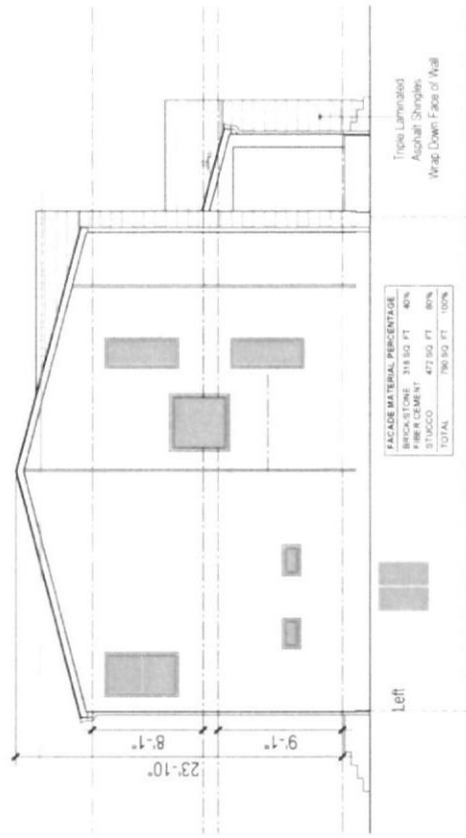
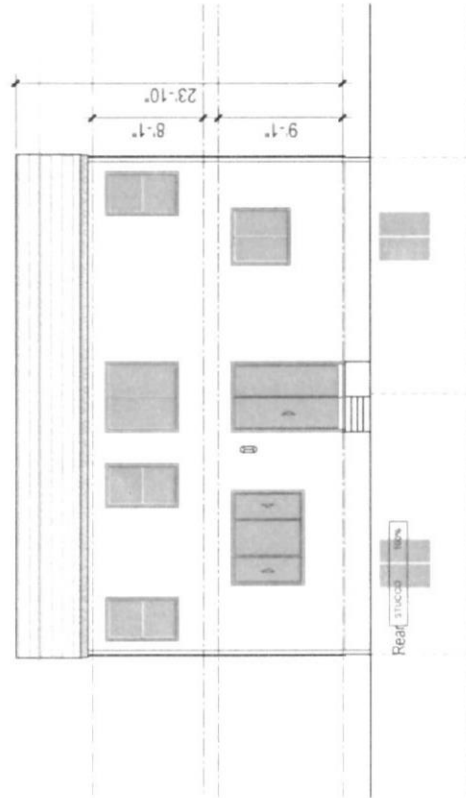
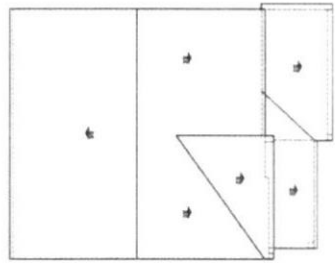
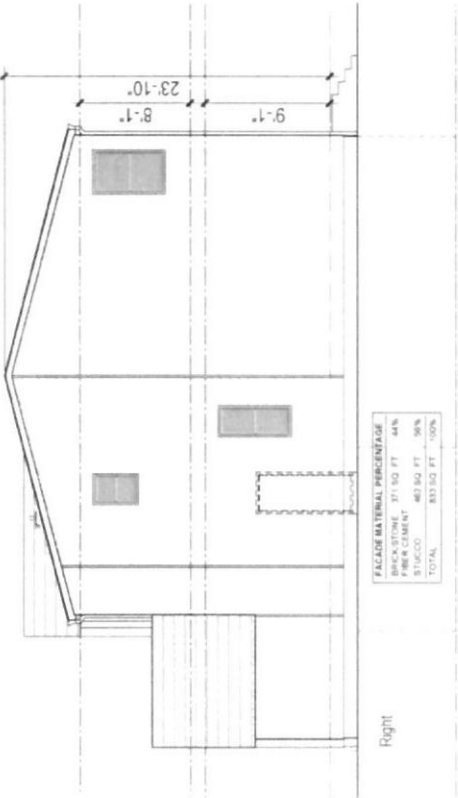
CONCEPTUAL DESIGN
 MAY 2019 - MAY 2020



BENTON - STYLE 2 ELEVATIONS AND ROOF

A6.3

PROJECT NAME	00000000
CLIENT NAME	00000000
ARCHITECT NAME	00000000
DATE	00000000



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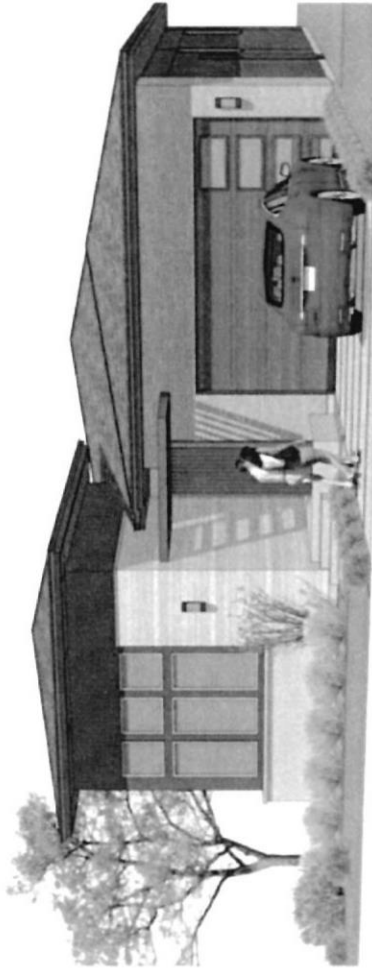
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Midvale Mills
Midvale, Utah
3229-0327

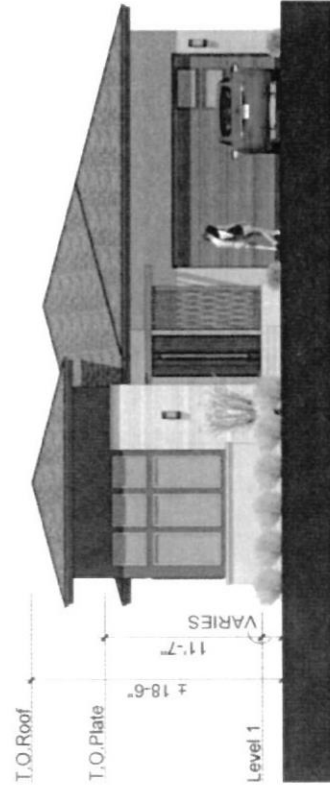
CONCEPTUAL DESIGN
JAN 24, 2023



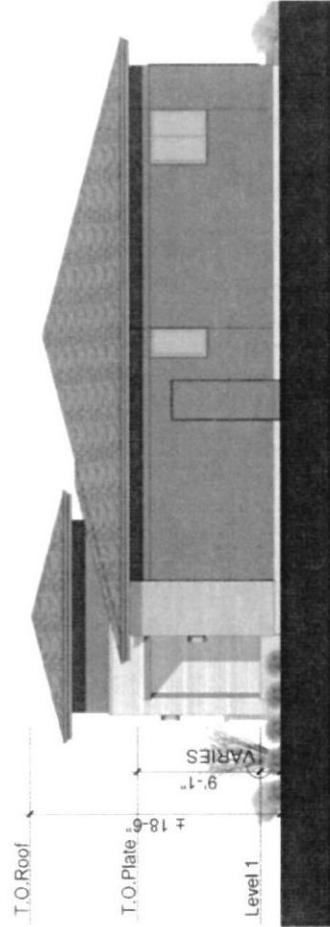
BENTON - STYLE 3 ELEVATIONS AND ROOF



FRONT PERSPECTIVE



FRONT ELEVATION



RIGHT ELEVATION



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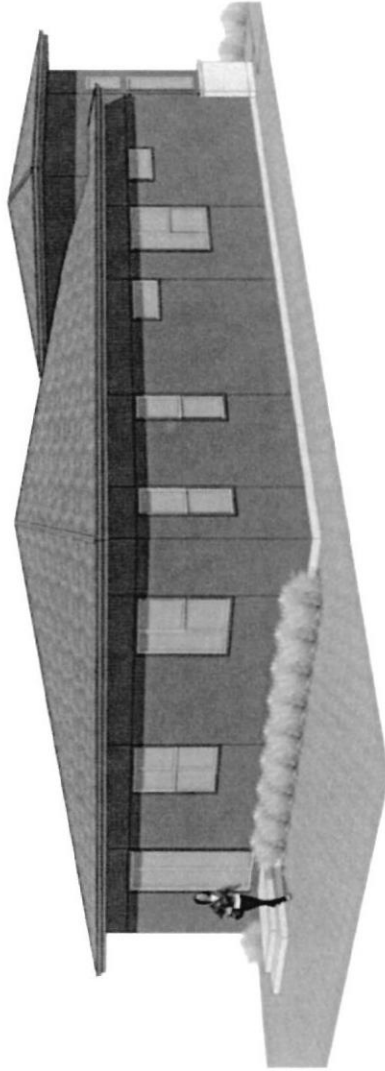
Midvale Mills
Midvale, UT 84041
Midvale Mills

CONCEPTUAL DESIGN
FEBRUARY 12, 2025

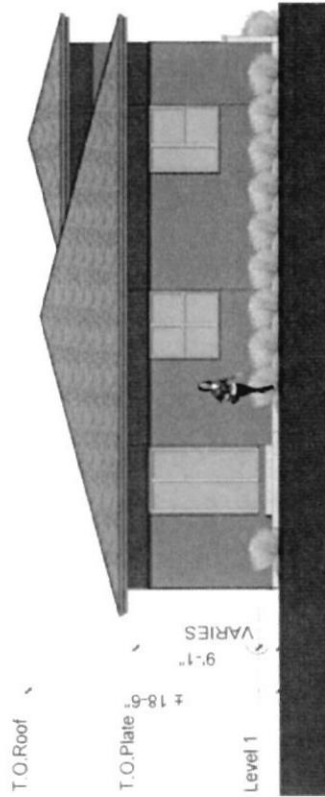


PLAN DALL-ELEVATIONS
EASTERN CONTEMPORARY STYLE

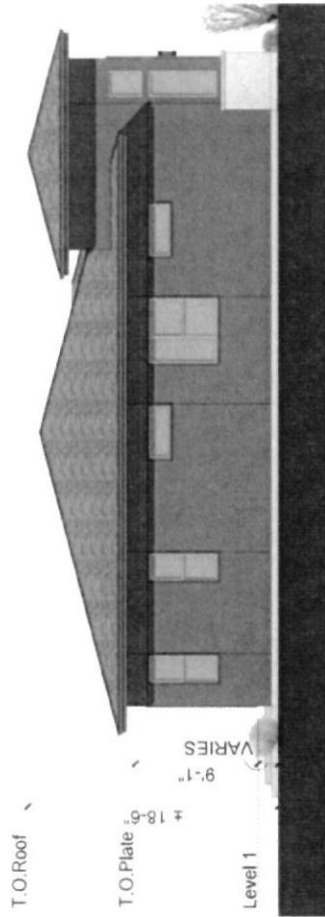
A1.1.0



REAR PERSPECTIVE



REAR ELEVATION



LEFT ELEVATION



Architecture • Planning
303 6th St. SE
Morgantown, WV 26501

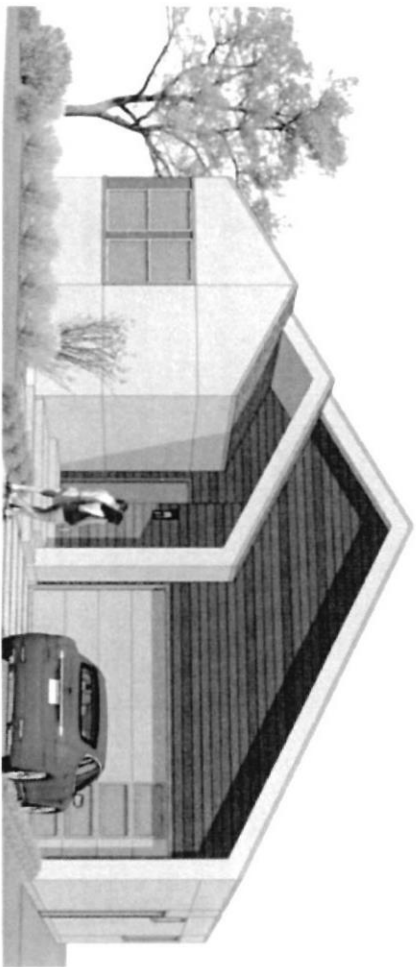
Midvale Mills
MIDVALE, UT 84047
#20204217

CONCEPTUAL DESIGN
FEBRUARY 12, 2020

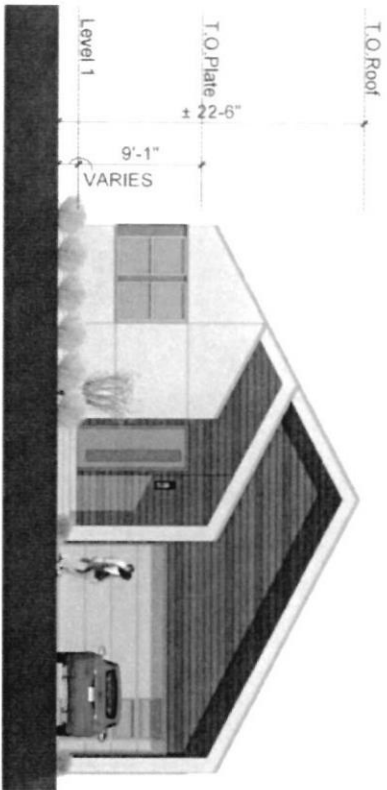


PLAN DALI-ELEVATIONS
EASTERN CONTEMPORARY STYLE

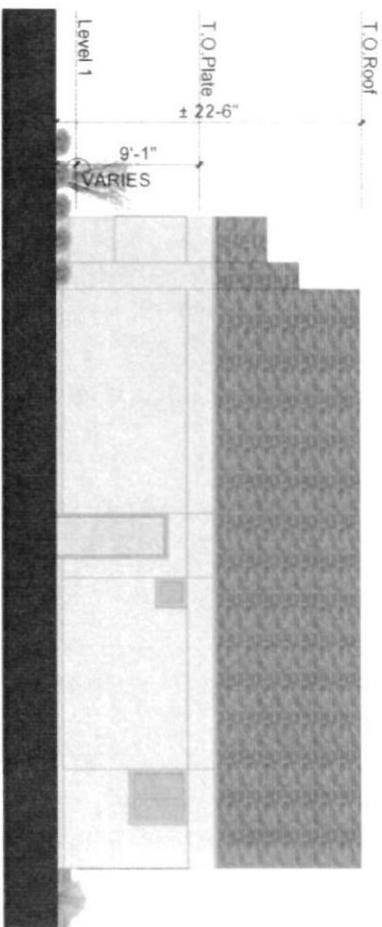
A1.1.1.1



FRONT PERSPECTIVE



FRONT ELEVATION



RIGHT ELEVATION



Architecture • Planning
404 661 5849
ktgy.com

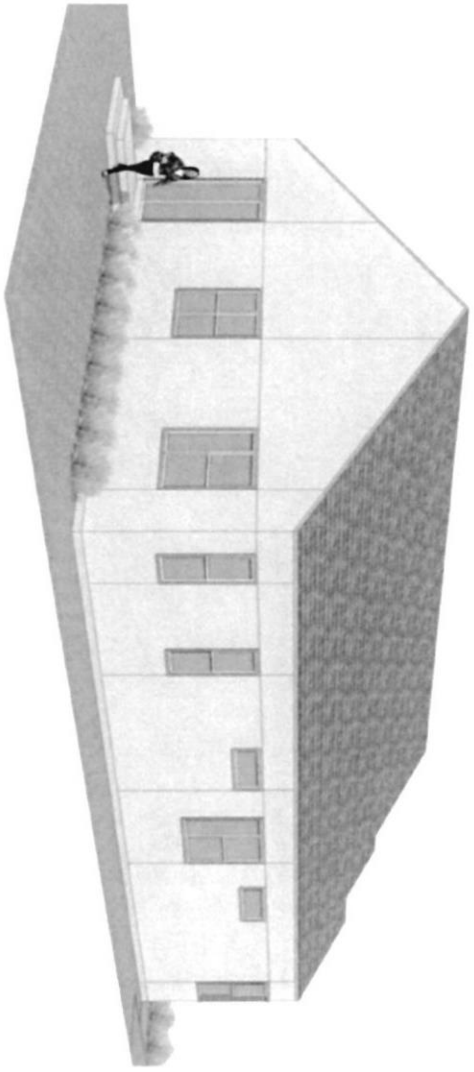
Midvale Mills
MOORE UTAH # 2506277

CONCEPTUAL DESIGN
FEBRUARY 11, 2008

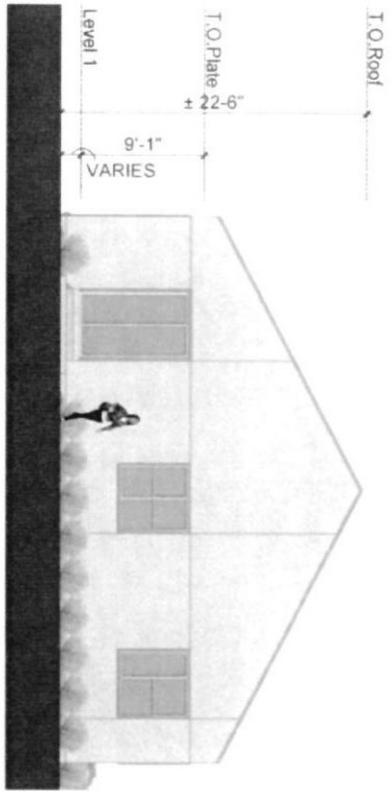


PLAN DALL ELEVATIONS
MOORE DALL ELEV

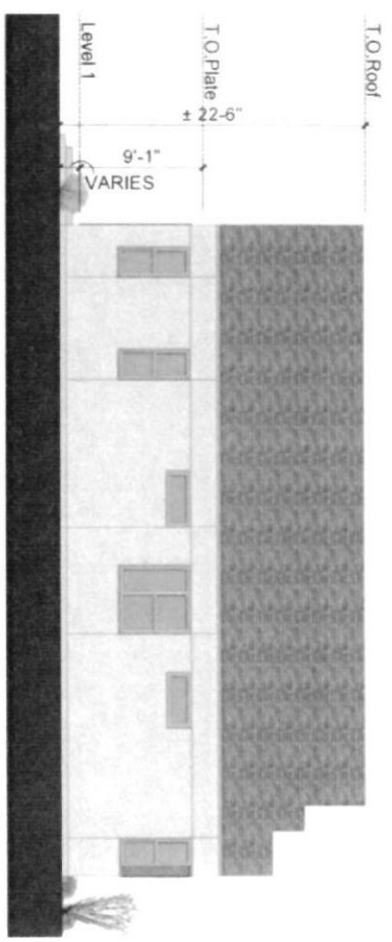
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REAR PERSPECTIVE



REAR ELEVATION



LEFT ELEVATION



Midvale Mills
ARCHITECTURAL & PLANNING
2020-0273

CONCEPTUAL DESIGN
FEBRUARY 12, 2020

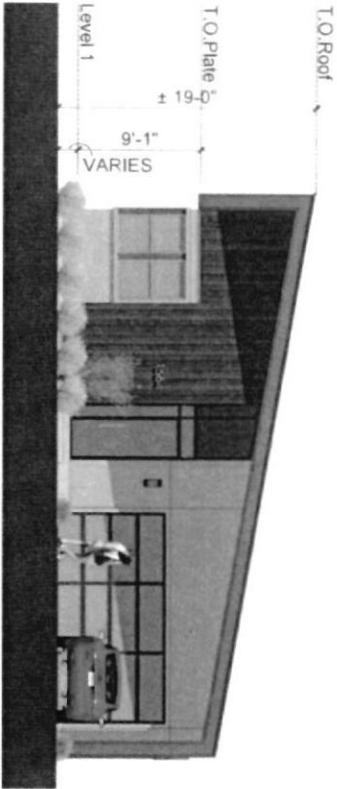


PLAN DALY ELEVATIONS
WOODEN PLATE STYLE

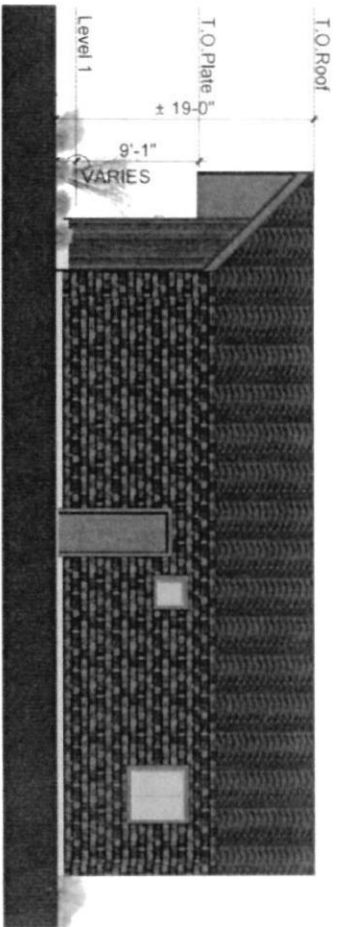
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FRONT PERSPECTIVE



FRONT ELEVATION



RIGHT ELEVATION



Architecture + Planning
400 West 10th
Des Moines, IA 50319

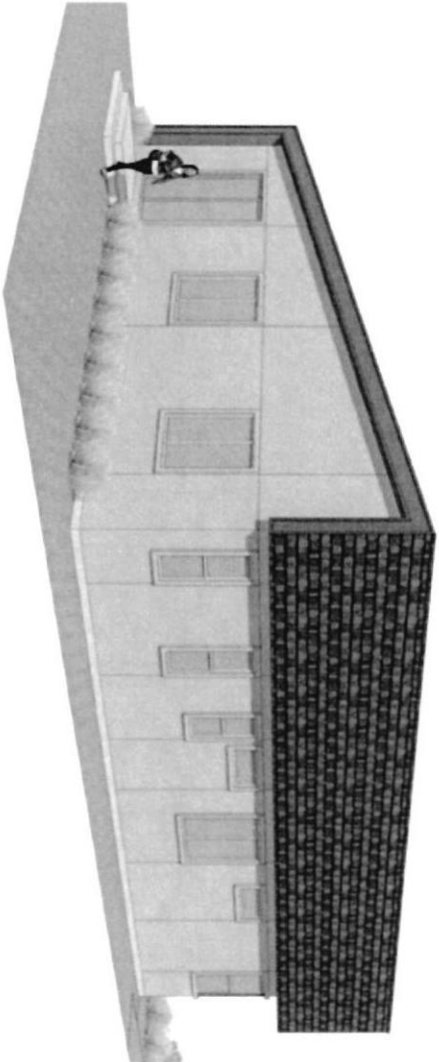
Midvale Mills
Midvale, UT 84047
8 2020-0017

CONCEPTUAL DESIGN
February 12, 2008

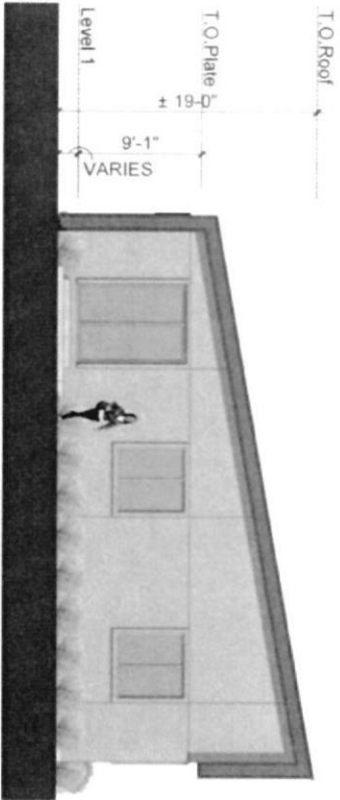


PLAN DALL ELEVATIONS
CONTINUED SHEET 01-10

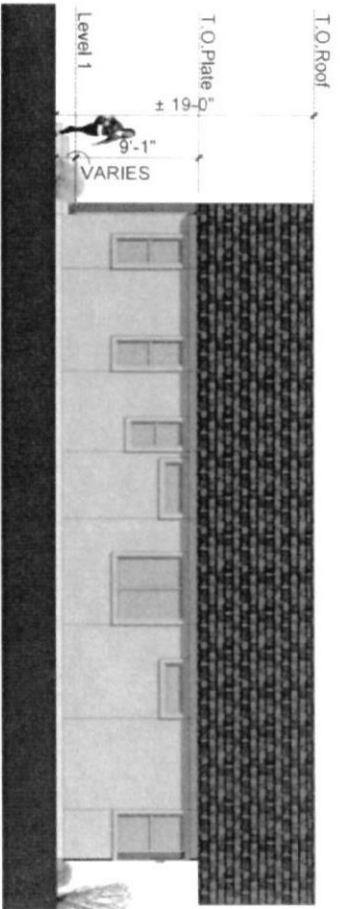
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REAR PERSPECTIVE



REAR ELEVATION



LEFT ELEVATION



Architecture + Planning
3000 W. 10th St.
Suite 100
Tulsa, OK 74107

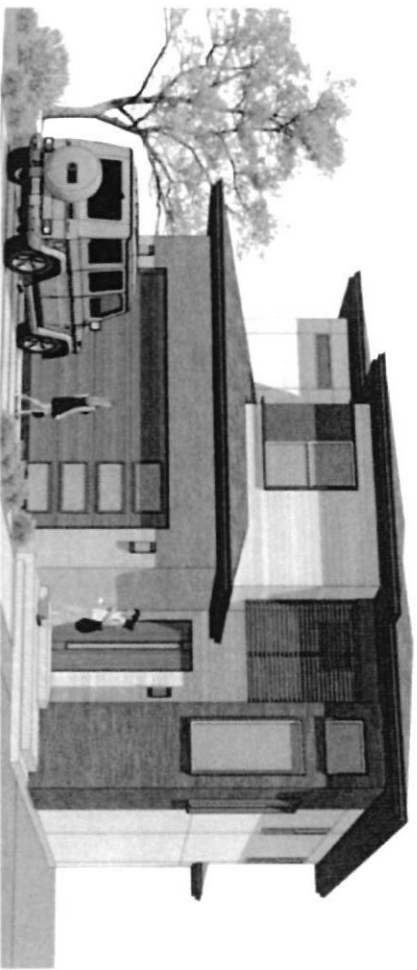
Midvale Mills
1000 W. 10th St.
Tulsa, OK 74107

CONCEPTUAL DESIGN
February 12, 2020

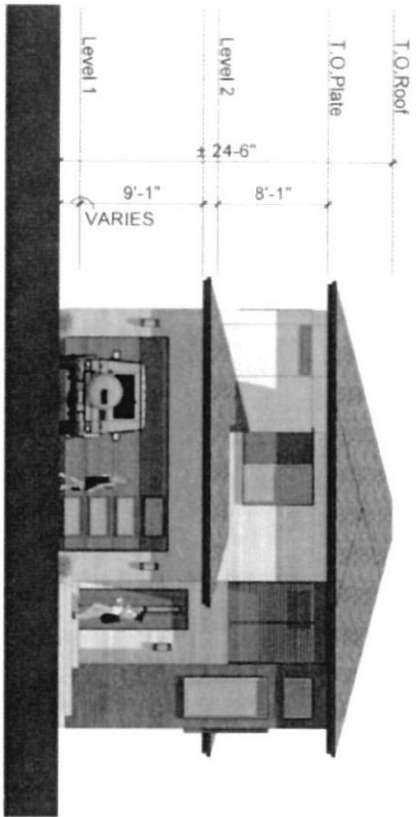


PLAN DALL ELEVATIONS
CONTEMPORARY SHED STYLE

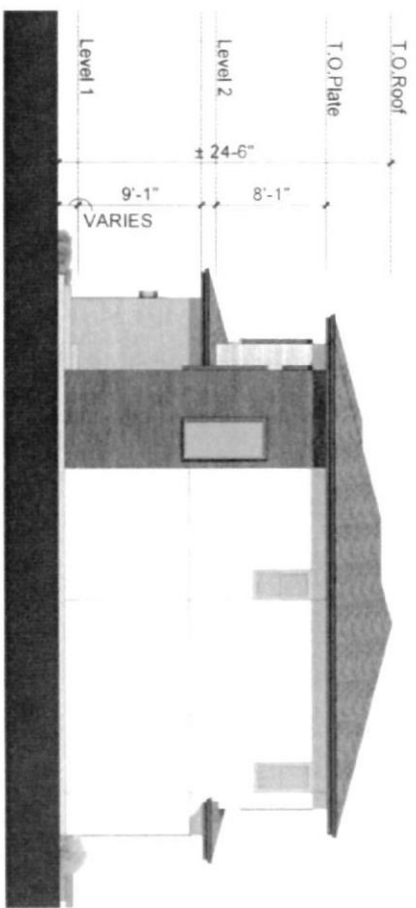
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FRONT PERSPECTIVE



FRONT ELEVATION



RIGHT ELEVATION



Architecture • Planning
Midvale Mills
#2008-0731

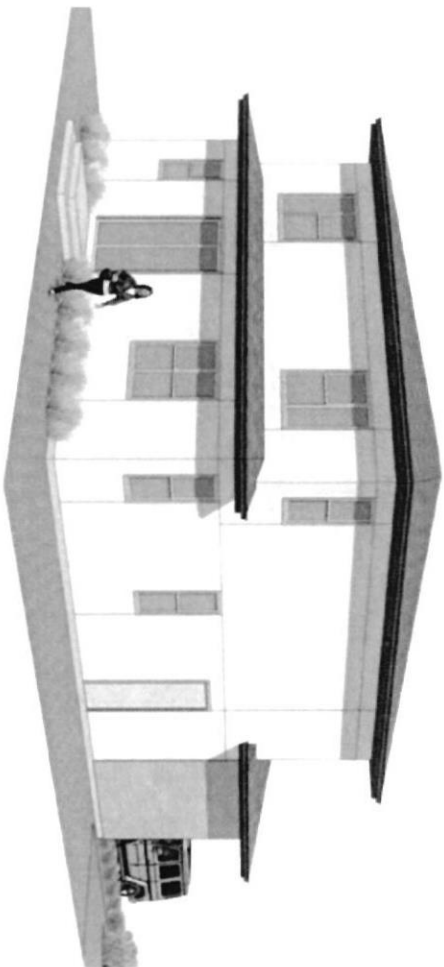
Midvale Mills
Midvale Mills
#2008-0731

CONCEPTUAL DESIGN
FEBRUARY 12, 2008

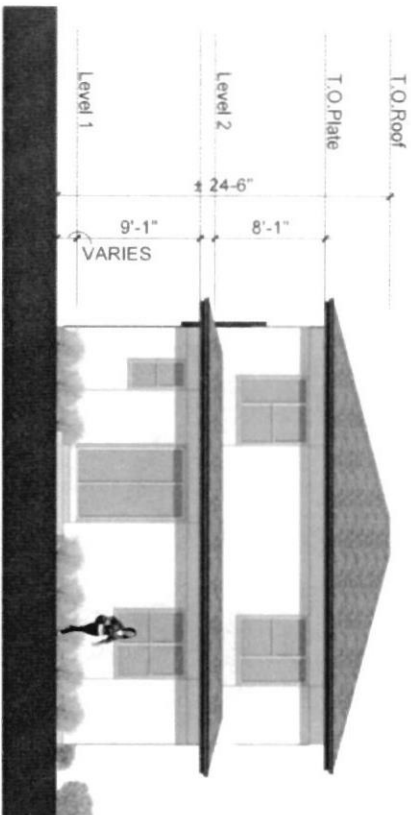


PLAN GOMEZ - ELEVATIONS
FABRICA CONTEMPORARY STYLE

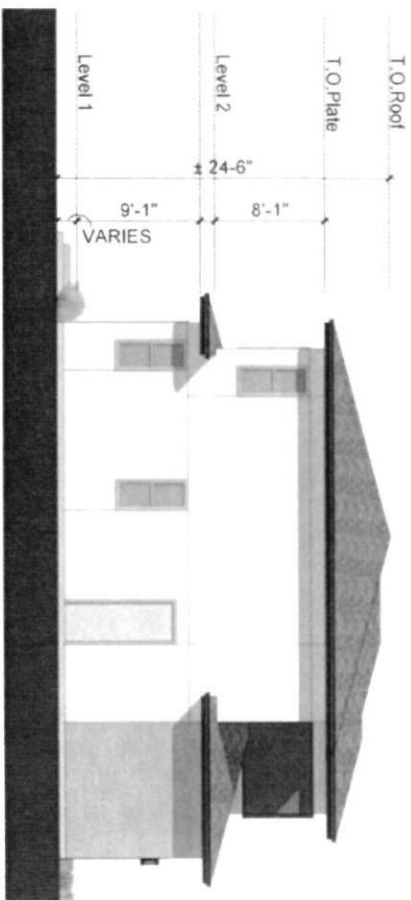
A2.1.0



REAR PERSPECTIVE



REAR ELEVATION



LEFT ELEVATION



Architecture + Planning
800.401.5843
www.kitgy.com

Midvale Mills
Midvale, UT 84049
#20090077

CONCEPTUAL DESIGN
FEBRUARY 12, 2015

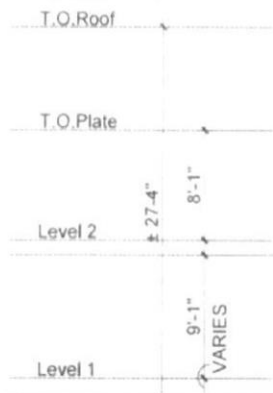


PLAN GOMEZ- ELEVATIONS
NORTHWEST CORNER VIEW

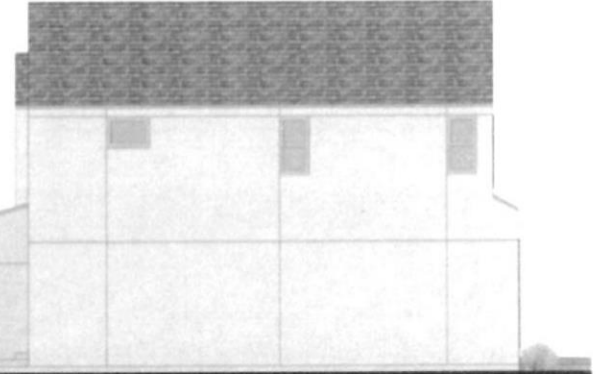
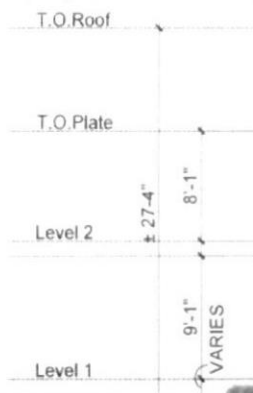
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FRONT PERSPECTIVE



FRONT ELEVATION



RIGHT ELEVATION



Architecture • Planning
888.455.5849
ktgy.com

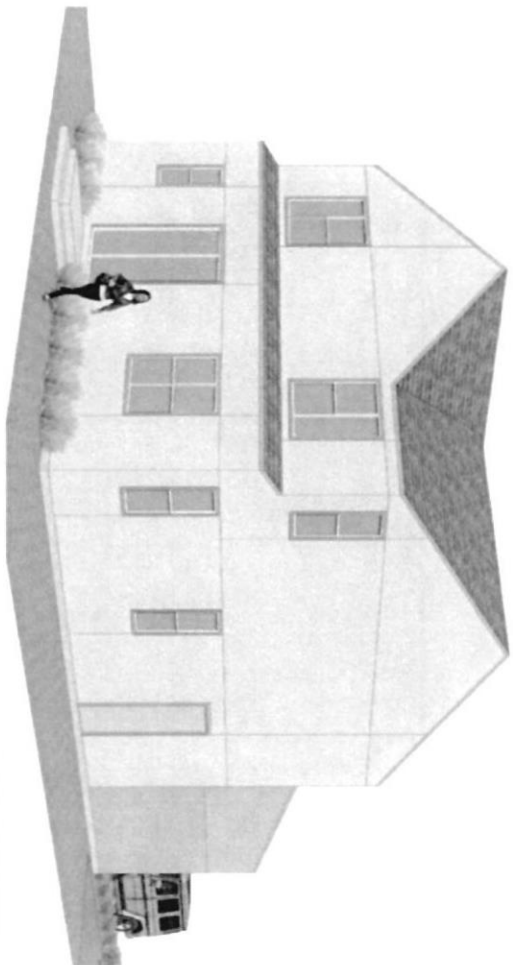
Midvale Mills
MIDVALE, UTAH ■ 2020-0237

CONCEPTUAL DESIGN
FEBRUARY 12, 2020

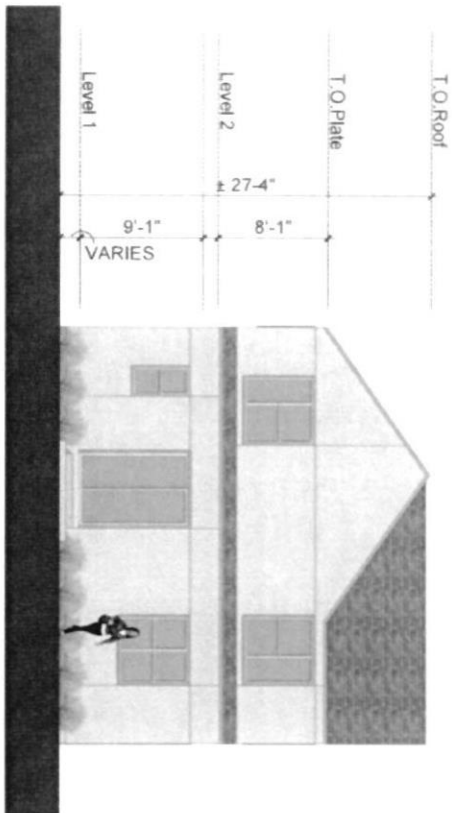


PLAN GOMEZ- ELEVATIONS
MODERN GABLE STYLE

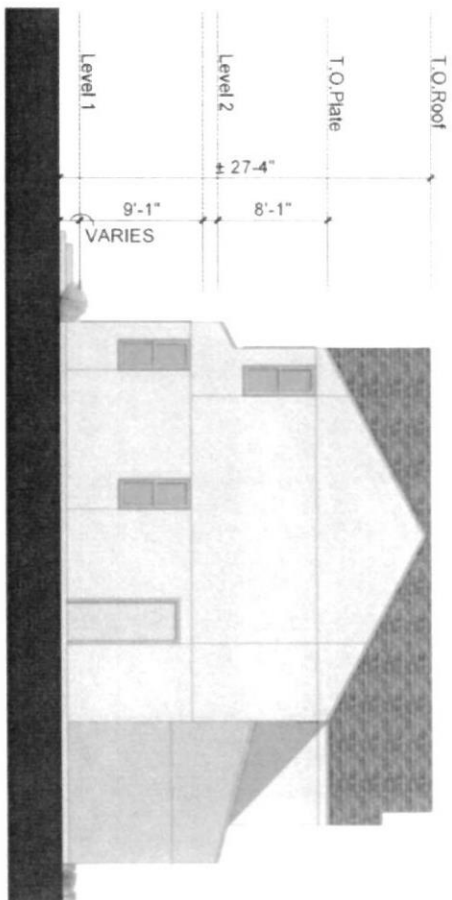
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REAR PERSPECTIVE



REAR ELEVATION



LEFT ELEVATION



Architecture + Planning
1800 10th Ave
New York, NY 10011

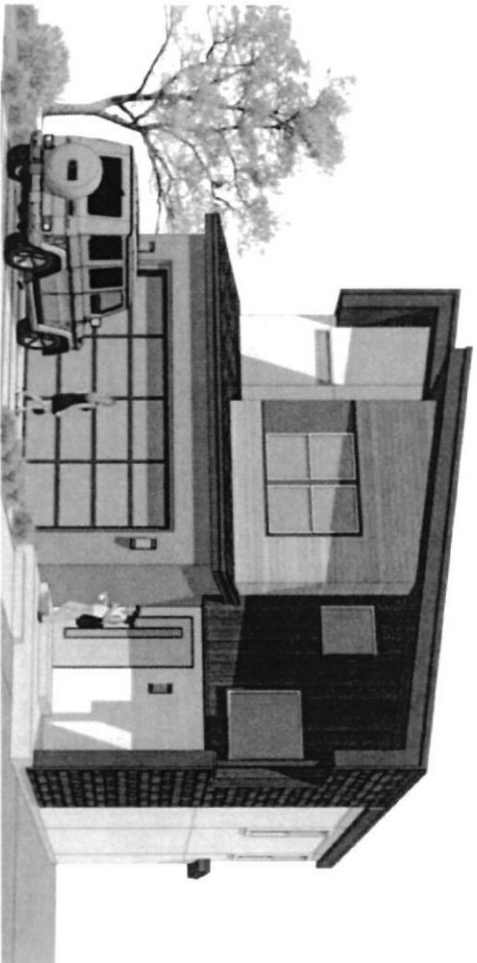
Midvale Mills
ARCHITECT: J. J. JACOBI
2020-0277

CONCEPTUAL DESIGN
PREPARED BY: J. J. JACOBI

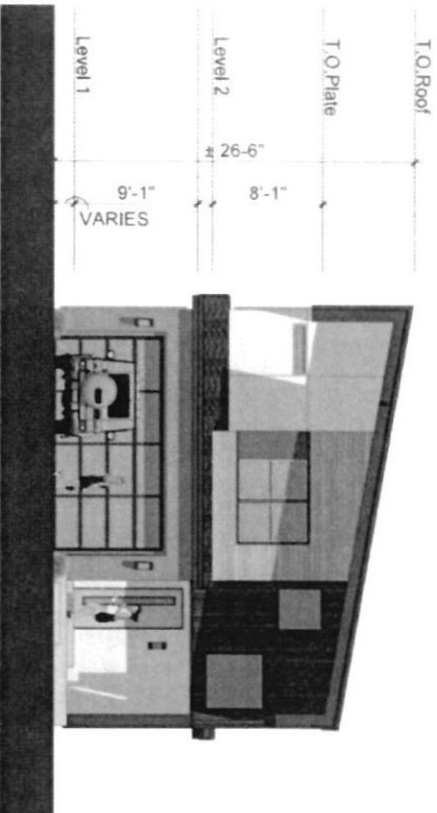


PLAN GOMEZ- ELEVATIONS
ARCHITECT: J. J. JACOBI

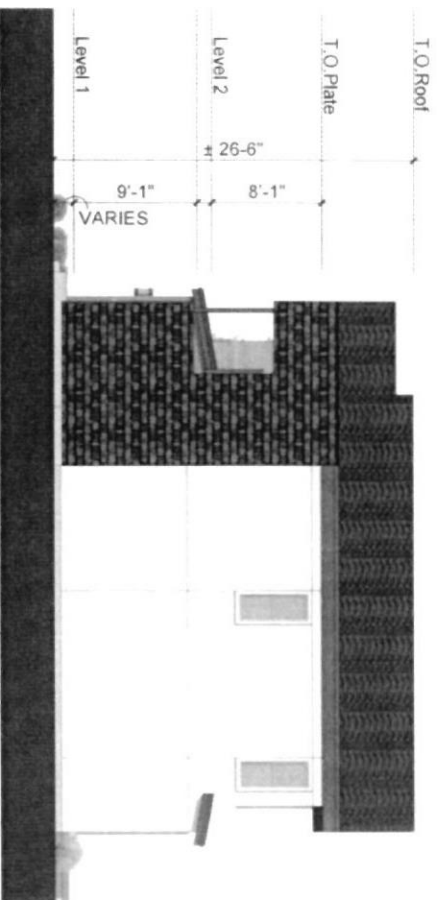
A2.2.1



FRONT PERSPECTIVE



FRONT ELEVATION



RIGHT ELEVATION



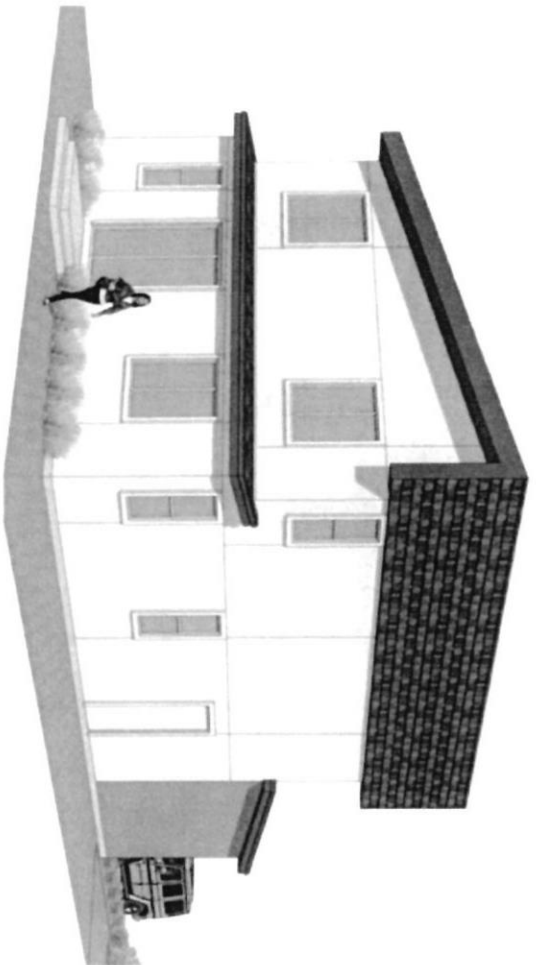
Architectural & Planning
444 W. 5th St.
St. Paul, MN 55101

Midvale Mills
444 W. 5th St.
St. Paul, MN 55101

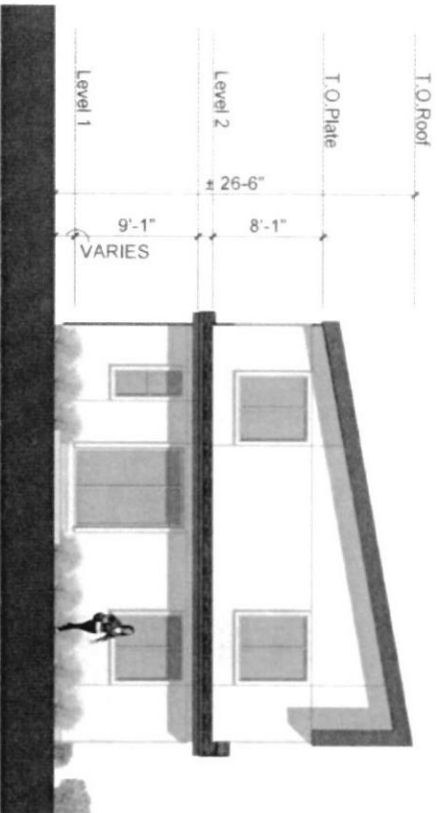
CONCEPTUAL DESIGN
Prepared by 12/2020

PLAN GOMEZ- ELEVATIONS
CONCEPTUAL DESIGN

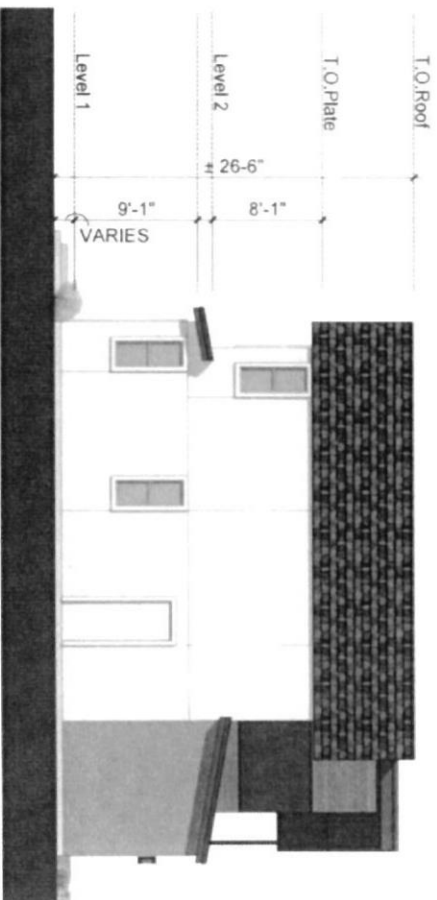
A2.3.0



REAR PERSPECTIVE



REAR ELEVATION



LEFT ELEVATION



Architecture + Planning
400 S. 10th St.
Minneapolis, MN 55404

Midvale Mills
Midvale, UT 84049
9.20200377

CONCEPTUAL DESIGN
FROM APRIL 12, 2020



PLAN GOMEZ- ELEVATIONS
CONTEMPORARY LUTHER STYLE

A2.3.1



The following is an update to the March 2020 Midvale Mills development which includes 50 additional townhomes located to the east of 300 East. No significant changes to the access operations are identified or negative impact to 8000 South. The proposed multifamily access is located approximately 100 feet from 300 East and this is typically closer than would be preferred for an access. Ideally, this access would be located to the eastern property line or a second access to 300 East would be developed in lieu of this access.

I. Introduction and Summary

The proposed Midvale Mills residential development is located south of 8000 South east and west of 300 East in Midvale, Utah. The site is planning to include a 78 single family units and 50 multifamily units and is projected to generate 82 AM and 105 PM peak hour trips with 1102 daily trips. The single family portion of the site is planning to access 8000 South via a new connection that aligns with Cypress Pine Cove to the north and with an access to 300 East. The multifamily portion of the site is planning to access 8000 south via a new full motion access with secondary access to 300 East.

The intersection of 8000 South / State Street operates with overall LOS C in the AM and PM peak periods. This is maintained with and without the site in 2020 and 2025. The side street has high delay due to the long bandwidth along the north/south corridor. The site traffic increases the volumes at the intersection by less than 1.9%. The intersection of 8000 South / 700 East operates with overall LOS B in the AM and PM peak periods. This is maintained with the site in 2020. In 2025 the LOS in intersection operates with LOS B in the AM and LOS C in the PM peak period. The side street has high delay due to the long bandwidth along the north/south corridor. The site traffic increases the volumes at the intersection by less than 1.23%. 8000 South / 300 East operates with a stop controlled northbound left at LOS B. This is maintained with and without the site in 2020 and 2025.

The site access at 8000 South / Cypress Pine Cove operates with a stop controlled northbound left at LOS B in the AM and LOS C in the PM in 2020 and LOS C in the AM and LOS C in the PM in 2025. Site Access 2 / 8000 South operates with a stop controlled northbound left at LOS B in the AM and PM peak period in 2020 and 2025.

Based on the typical traffic volume thresholds for including recommending separate left or right turn lanes, these thresholds are NOT met and therefore no off-site recommendations made for this site.

EXHIBIT B

**LEGAL DESCRIPTION
PREPARED FOR ADAM NASH
COMPOSITE DESCRIPTION FOR MIDVALE MILL PART OF LOTS 1 & 2
MIDVALE CITY, UTAH
(May 19, 2022)
16-202**

EXISTING RECORD LEGAL DESCRIPTIONS

**QUIT-CLAIM DEED, ENTRY No. 8519279
(TAX PARCEL No: 22-31-176-011)**

EAST 100 FEET OF LOT 1 AND THE WEST 100 FEET OF EAST 200 FEET OF LOT 2, COUNTRY SQUIRE ACRES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SALT LAKE COUNTY, UTAH

**SPECIAL WARRANTY DEED, ENTRY No. 5477648
(TAX PARCEL No: 22-31-176-012)**

East 100 feet of Lot 2 COUNTRY SQUIRE ACRES SUBDIVISION. As recorded in the office of the Salt Lake County Recorder.

PROPOSED LEGAL DESCRIPTIONS

(TAX PARCEL No: 22-31-176-011)

EAST 100 FEET OF LOT 1 AND THE WEST 100 FEET OF EAST 200 FEET OF LOT 2, COUNTRY SQUIRE ACRES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SALT LAKE COUNTY, UTAH

LESS AND EXCEPTING THE SOUTH 340.00 FEET OF THE ABOVE DESCRIBED PARCEL

(TAX PARCEL No: 22-31-176-012)

East 100 feet of Lot 2 COUNTRY SQUIRE ACRES SUBDIVISION. As recorded in the office of the Salt Lake County Recorder.

Less and Excepting the South 340.00 feet of the above described parcel

COMPOSITE SURVEY DESCRIPTION

Situate in the NW1/4 of Section 31, Township 2 South, Range 1 East, Salt Lake Base & Meridian, located in Midvale City, Utah, being comprised of parts of Lots 1 & 2 of COUNTRY SQUIRE ACRES SUBDIVISION, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder as Entry No. 1639316 in Book T on Page 44, being identified as part of Salt Lake County Tax ID Numbers 22-31-176-011 and 22-31-176-012, being more particularly described as follows:

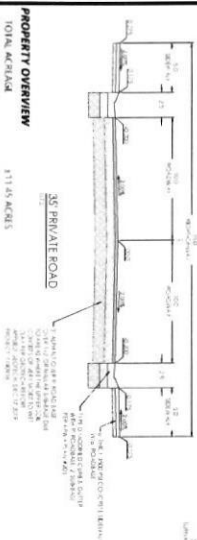
Beginning at a point on the easterly boundary line as located by survey, of TAPP SUBDIVISION (CORRECTED), according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder as Entry No. 11146216 in Book 2011P on Page 23, said point being N89°51'54"E 1,687.63 feet along the monument line of 8000 South Street and S00°08'06"E 207.33 feet from the Salt Lake County street monument at the intersection of 8000 South Street and State Street, said point also located S00°16'02"E 1388.74 feet along the section line and N89°51'54"E 1830.03 feet and S00°08'06"E 174.37 feet from the Northwest Corner of said Section 31, and running thence parallel with and 340.00 feet north from the southerly boundary line of said COUNTRY SQUIRE ACRES SUBDIVISION, N89°48'00"E 198.50 feet to the easterly line of said Lot 2; thence along said easterly line South 340.00 feet to the southeast corner of said Lot 2 said point being on the southerly boundary line of said COUNTRY SQUIRE ACRES SUBDIVISION; thence along said southerly boundary line S89°48'00"W 197.70 feet to the extension of said easterly boundary line as located by survey, of TAPP SUBDIVISION (CORRECTED); thence to and along said easterly boundary line N00°08'06"W 340.00 feet to the point of beginning.

Contains: 67,354 square feet or 1.55 acres+/-

EXHIBIT C

Amendment to Large Scale Master Plan

[attachment follows]



PROPERTY OVERVIEW	
TOTAL ACRES	8.1145 ACRES
SINGLE FAMILY LOTS	81
TOTAL DENSITY	7.07 UNITS/ACRE

GARAGE STALLS	162 (2 STALLS PER UNIT)
DRIVEWAY STALLS	162 (2 STALLS PER UNIT)
GUEST PARKING	10 STALLS
TOTAL RESIDENTIAL STALLS	334
OPEN SPACE (PHASES 1 & 2)	

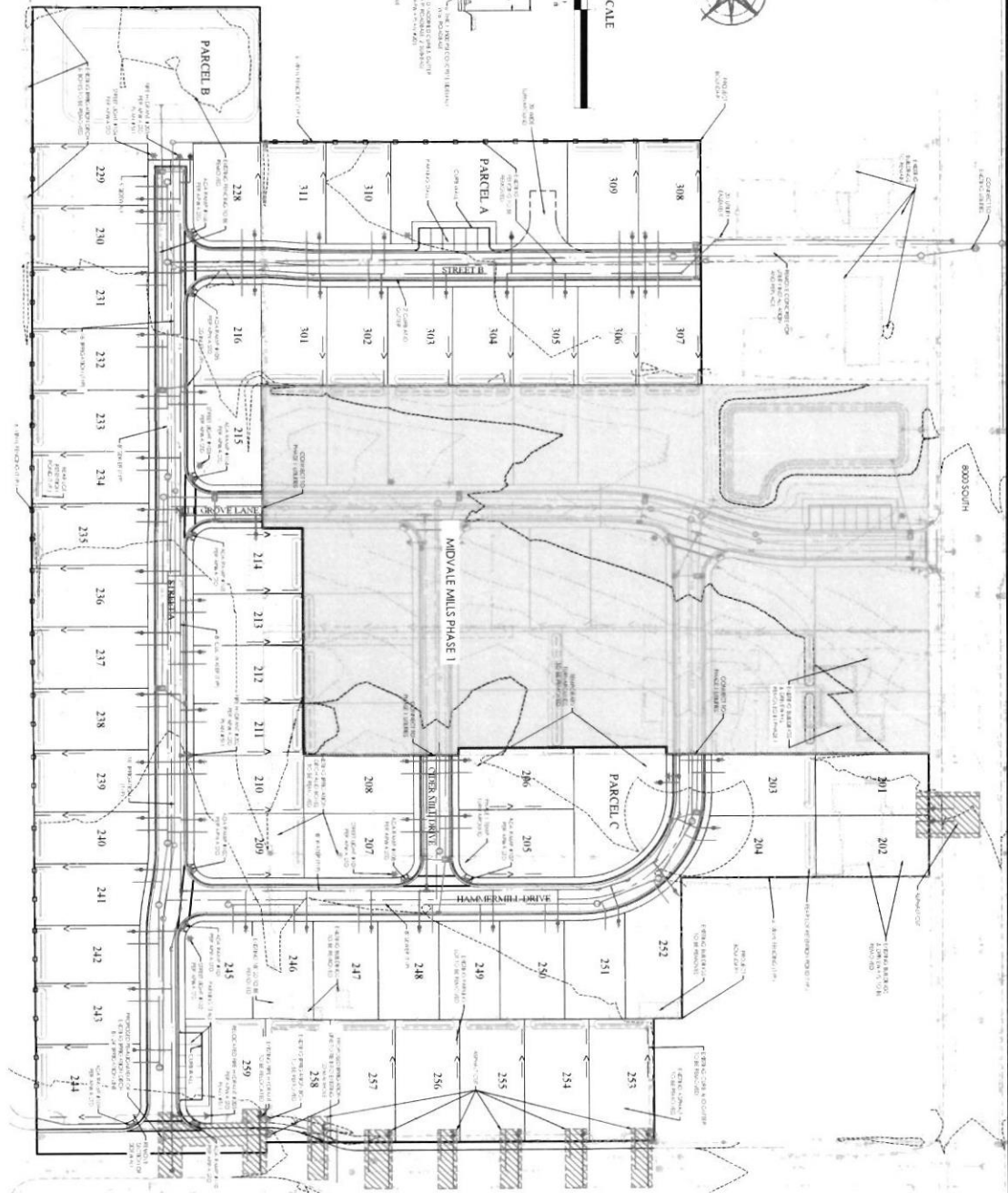
PUBLIC IMPROVED	1.02 ACRES (10.1%)
PUBLIC NON-IMPROVED	0.19 ACRES (1.9%)
SIDEWALKS (NON-IMPROVED)	0.59 ACRES (5.9%)
PRIVATE RESIDENTIAL	3.81 ACRES (37.9%)
TOTAL OPEN SPACE	5.61 ACRES (55.8%)

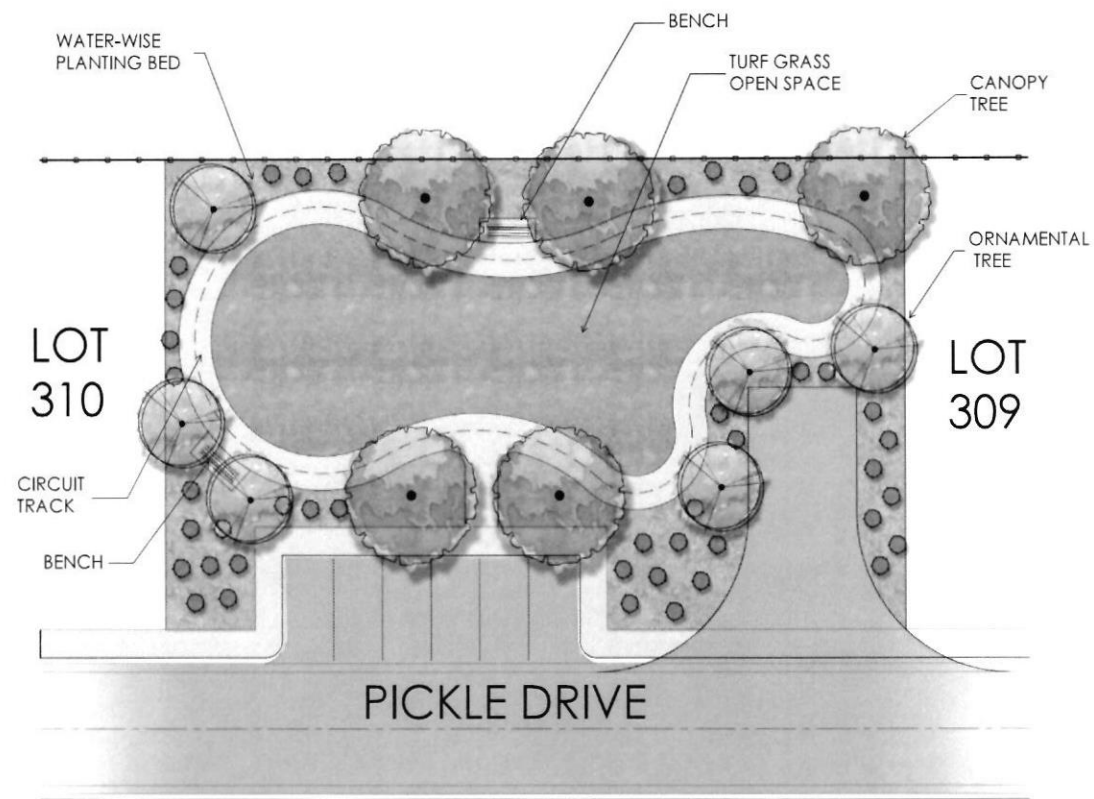
OPEN SPACE (PHASE 3)	
PUBLIC, IMPROVED	0.21 ACRES (15.0%)
SIDEWALKS (NON-IMPROVED)	0.09 ACRES (6.8%)
PRIVATE RESIDENTIAL	0.45 ACRES (34.0%)

TOTAL OPEN SPACE	0.75 ACRES (126,600 sq. ft.)
TOTAL AREA: 1.31 ACRES (182,000 sq. ft.)	
PHASE BUILDOUT	
BELLOWS (407' x 53')	5
DALL (407' x 40')	9

SARGENT (40° x 37.3°)	27
MATISSE (37° x 36°)	33
GOMEZ (32° x 41.6°)	7
PHASE 1 AREA	338 ACRES
PHASE 1 LOTS	24

Phase	ACRIS
PHASE 2 ARIA	6.74 ACRIS
PHASE 2 IOT5	48
PHASE 3 ARIA	1.33 ACRIS





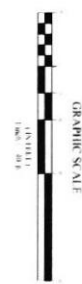
MIDVALE MILLS PHASE 3. amenity concept

MIDVALE, UTAH
5/2/2023

EXHIBIT D

Approved Small Scale Master Plans

[attachment follows]

[illegible]

TOTAL ACREAGE	111.45 ACRES
SINGLE FAMILY LOTS	81
TOTAL DENSITY	7.07 UNITS/ACRE

RESIDENTIAL PARKING

GARAGE STALLS	62 (2 STALLS PER SPACE)
OFFICE STALLS	162 (2 STALLS PER SPACE)
GUEST PARKING	10 STALLS
TOTAL AVAILABLE STALLS	234

OPEN SPACE (PHASES 1 & 2)

PRIVATE RESIDENTIAL	18.1 ACRES (47.9
TOTAL OPEN SPACE	5.65 ACRES (15.8

OPEN SPACE (PHASE 3)

PUBLIC IMPROVED	0.21 ACRES (15.0%)
SIDEWALKS (NON IMPROVED)	0.09 ACRES (6.8%)
PRIVATE RESIDENTIAL	0.49 ACRES (34.0%)
TOTAL C&G STREET	0.79 ACRES (55.6%)

100% CATIONIC POLYMERIZATION OF 2-VINYLBENZOTRIAZOLE 111

DALL (40 x 45)	9
SABIENT (40 x 37.3)	27
MATISSE (37 x 36)	33

CONV. (%)	η_{inh}
0	0.00
10	0.01
20	0.02
30	0.03
40	0.04
50	0.05
60	0.06
70	0.07
80	0.08
90	0.09
100	0.10

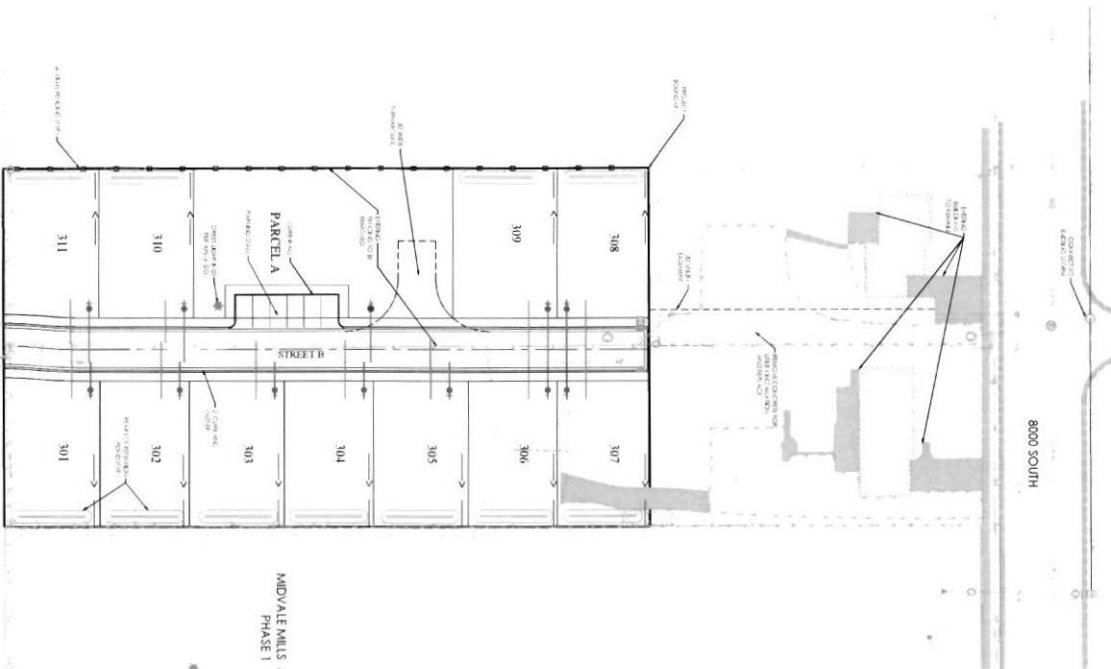


REVISION BLOCK	
#	DESCRIPTION
1	
2	
3	
4	
5	
6	
7	

SITE PLAN C3.1	(P-H)/ 6/27/21 2:50PM	(Date) 6/27/21 2:50PM
-------------------	-----------------------------	-----------------------------

[illegible]

1 week - No M



TOTAL ACREAGE	211.45 ACRES
SINGLE FAMILY LOTS	81
TOTAL DENSITY	7.07 UNITS/ACRE

GARAGE STALLS	162 (2 STALLS PER UNIT)
DRIVEWAY STALLS	162 (2 STALLS PER UNIT)
GUEST PARKING	10 STALLS
TOTAL RESIDENTIAL STALLS	334

PUBLIC IMPROVED	1.02 ACRES (10.3%)
PUBLIC NON-IMPROVED	0.19 ACRES (1.9%)
SIDEWALKS (NON-IMPROVED)	0.59 ACRES (5.9%)
PRIVATE RESIDENTIAL	3.81 ACRES (37.9%)
TOTAL OPEN SPACE	5.65 ACRES (55.8%)

PERCENTAGE REPRESENTS TOTAL PLANTING AREA IN 11 AREAS.

PUBLIC IMPROVED	0.21 ACRES (11.5%)
SIDEWALKS (NON-IMPROVD)	0.09 ACRES (6.8%)
PRIVATE RESIDENTIAL	0.45 ACRES (34.0%)
TOTAL OPEN SPACE	0.75 ACRES (56.6%)

INDICATES PERCENTAGE OF TOTAL PAVED AREA (1.1 ACRES)

BELLOWS (40" x 53")
DALL (40" x 46")
SARGENT (40" x 37.3")
MATISSE (37" x 36")
GOMEZ (32" x 41.6")

PHASE 2 AREA	6/74 ACRES
PHASE 2 LOTS	48
PHASE 3 AREA	1.33 ACRES
PHASE 3 LOTS	9

REVISION BLOCK		
#	DATE	DESCRIPTION
1	000000	000000
2	000000	000000
3	000000	000000
4	000000	000000
5	000000	000000
6	000000	000000

231

MIDVALE MILLS PHASE 3

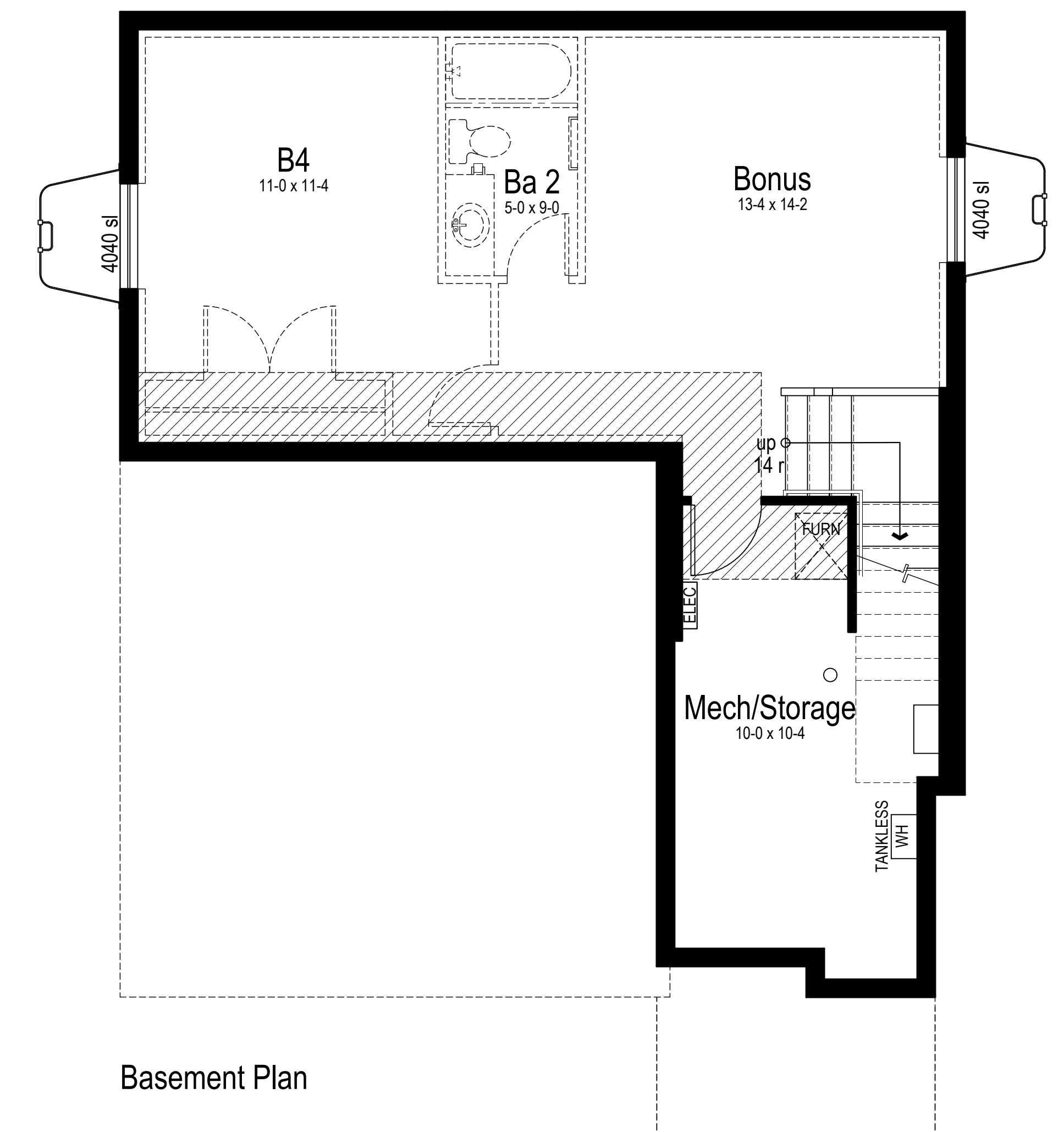
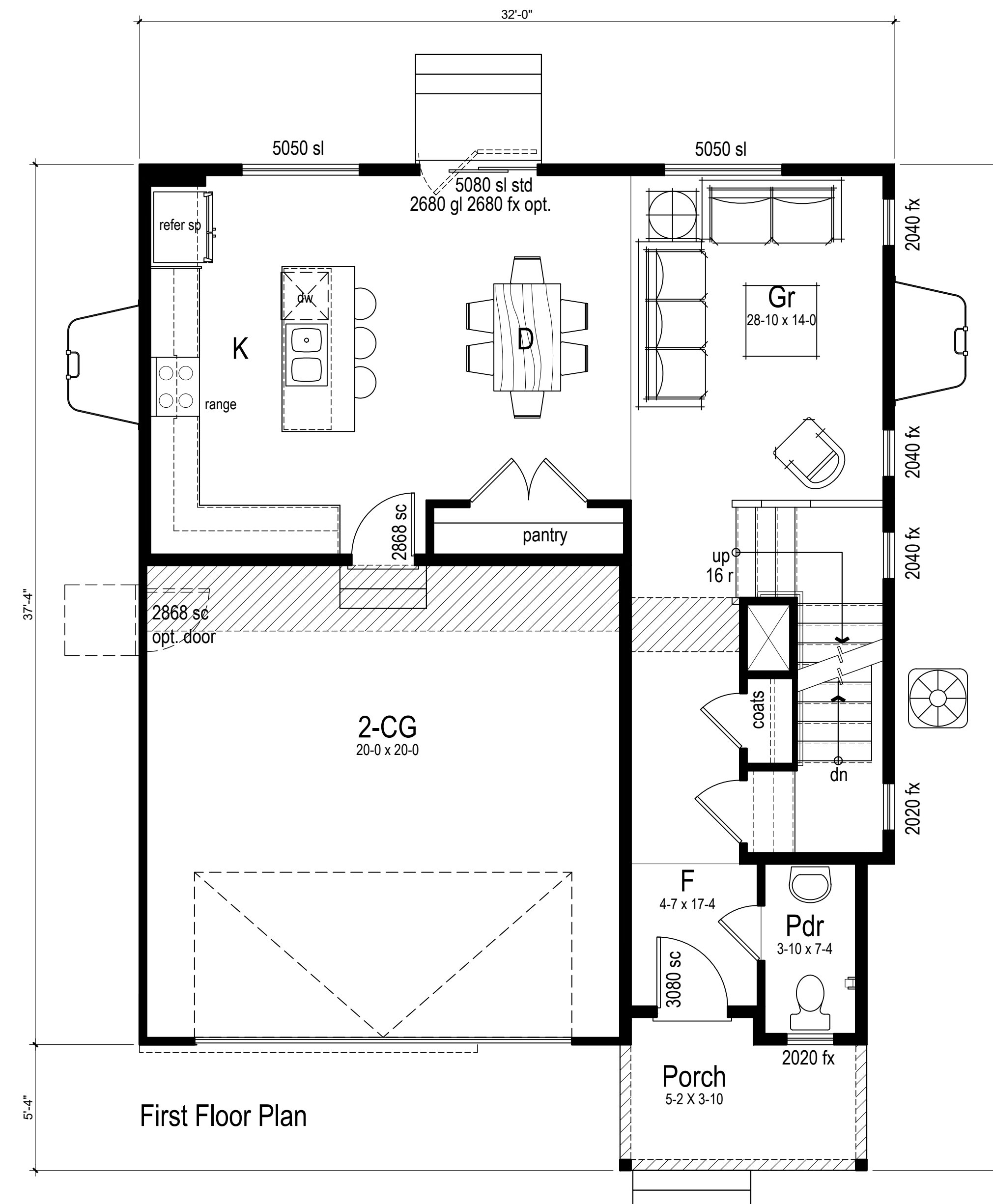
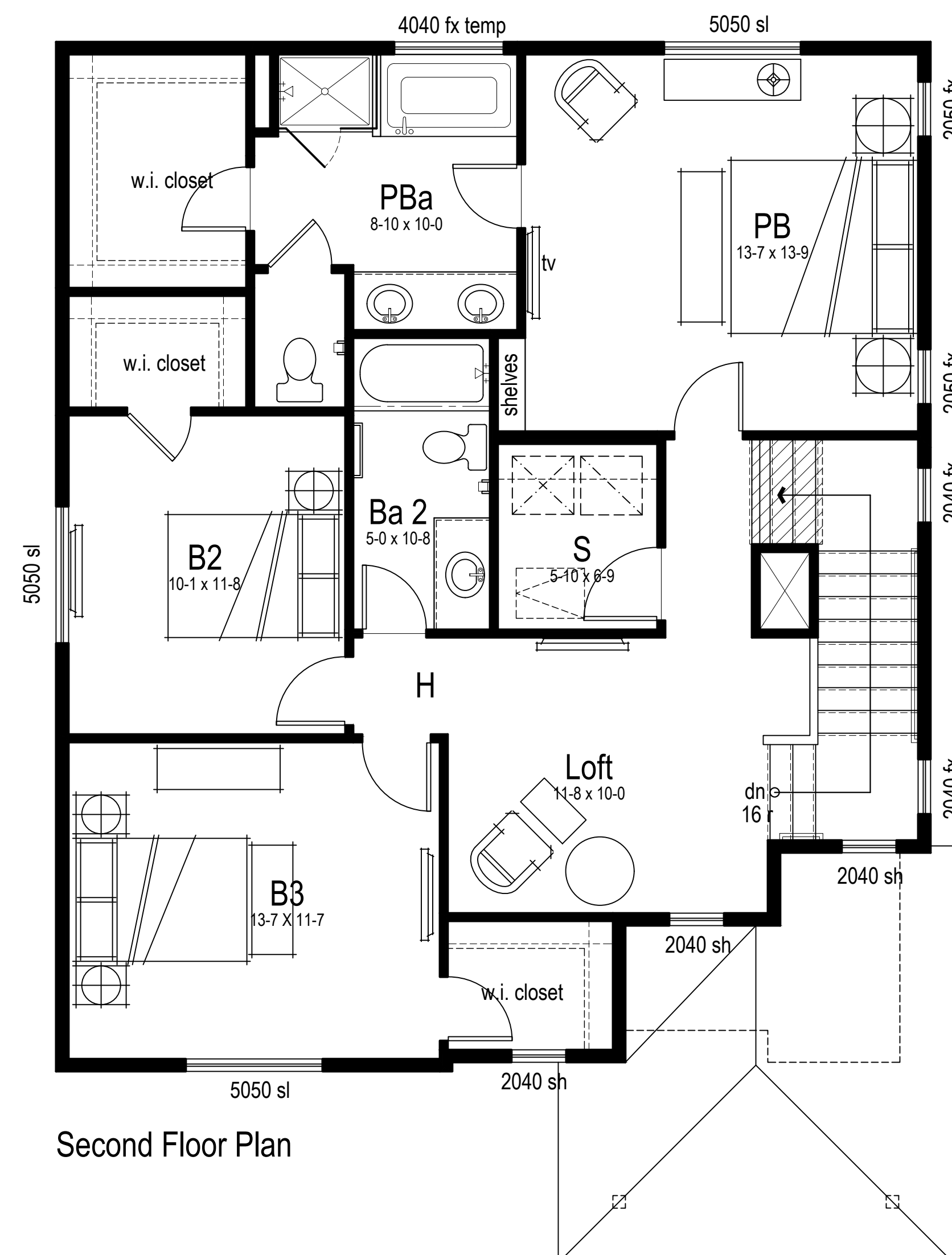
MIDVALE, UT

SITE PLAN



ATTACHMENT B
DEXTER HOUSE PLAN

SQUARE FOOTAGE	
PLAN DEXTER	S.F.
FIRST FLOOR	766 SQ. FT.
SECOND FLOOR	1055 SQ. FT.
TOTAL	1821 SQ. FT.
BASEMENT	830 SQ. FT.
GARAGE	413 SQ. FT.
OPT. 3-CAR GARAGE	+275 SQ. FT.
PORCH	62 SQ. FT.



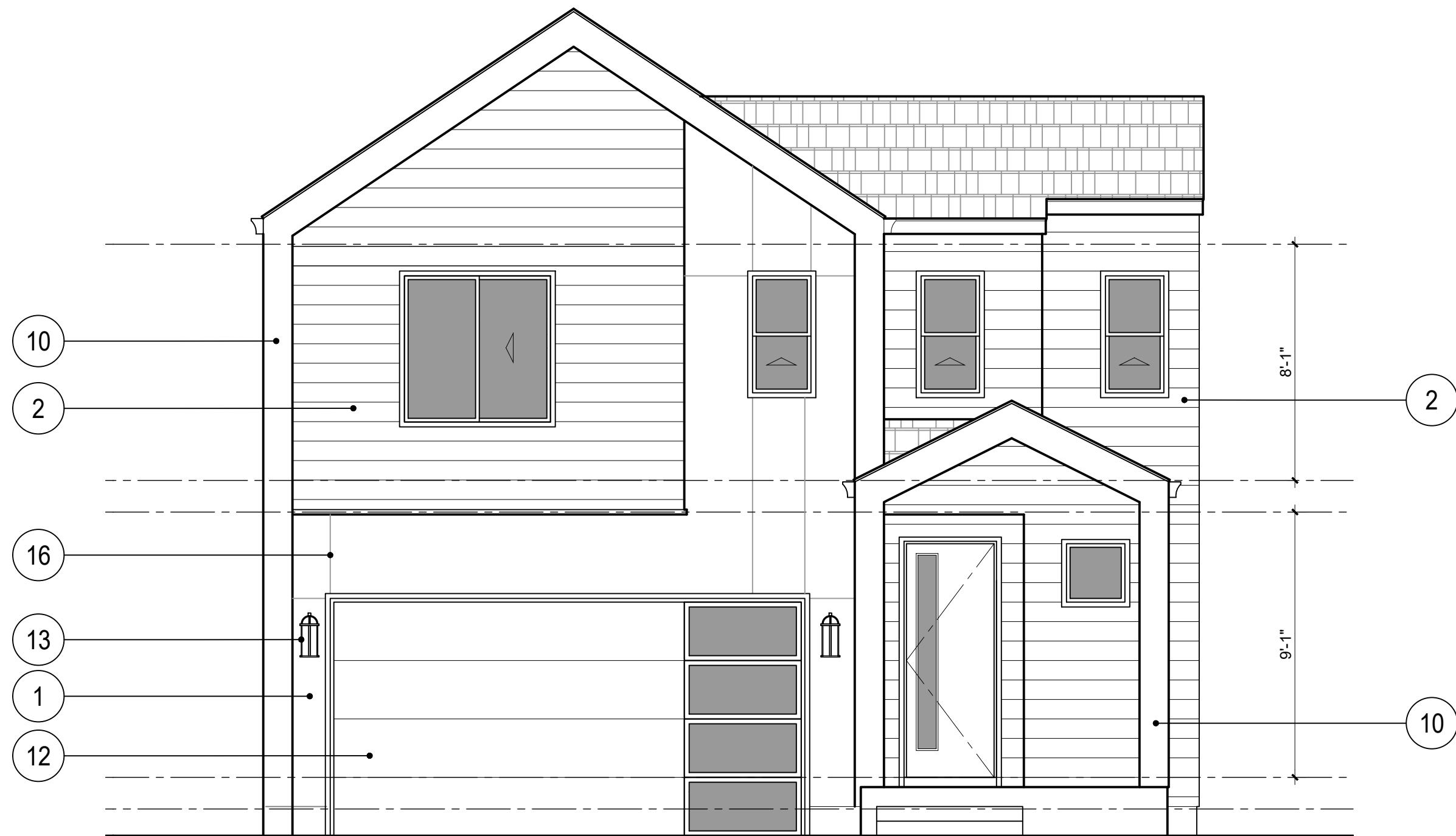
Building Materials List

- 1Stucco - Sand Finish
- 2Siding - Horizontal 8" Reveal V-Groove Fiber Cement; James Hardie or Equal
- 3Siding - Wood-Look Craft Board Form by Creative Mines.
- 4Fiber Cement - Smooth Hardie Panel at Window Reveal Inset
- 5Thin Brick - 2¼"x11⅝" "Norman" Profile Thin Brick Veneer By Belden or Equal
- 6Cedar Louver
- 7Steel Trellis & Privacy Screen
- 8Composite Asphalt Shingles
- 9Fascia: Stepped Soffitted Aluminum Fascia Wrap
- 10Fascia: 12" Thick Framed Fascia/Barge w/ Stucco Over - 12" Deep Rake, Tight Eave
- 11Fascia: 12" Thick, Deep Rake, Tight Eave, Fiber Cement Panel, Fascia Wrap
- 12Garage Door: Sectional Steel Roll-Up Garage Door w/ Window Lites
- 13Coach Light: Contemporary Light per Specs
- 14Trim: Painted Fiber Cement Panel Trim
- 15Trim: EPS Foam Trim w/ Stucco Over
- 16Reveal: 1" Metal Reglet Reveal
- 17Wood Post
- 182x6 Wood Fascia/Barge Board w/Aluminum Soffit Wrap
- 19Metal Cap
- 20Contemporary Triple Window/Corner Window Configuration



STYLE A - EASTERN CONTEMPORARY

FACADE MATERIAL PERCENTAGE			
BRICK/STONE	214 SQ. FT.	60%	
FIBER CEMENT			
STUCCO	144 SQ. FT.	40%	
TOTAL	358 SQ. FT.	100%	



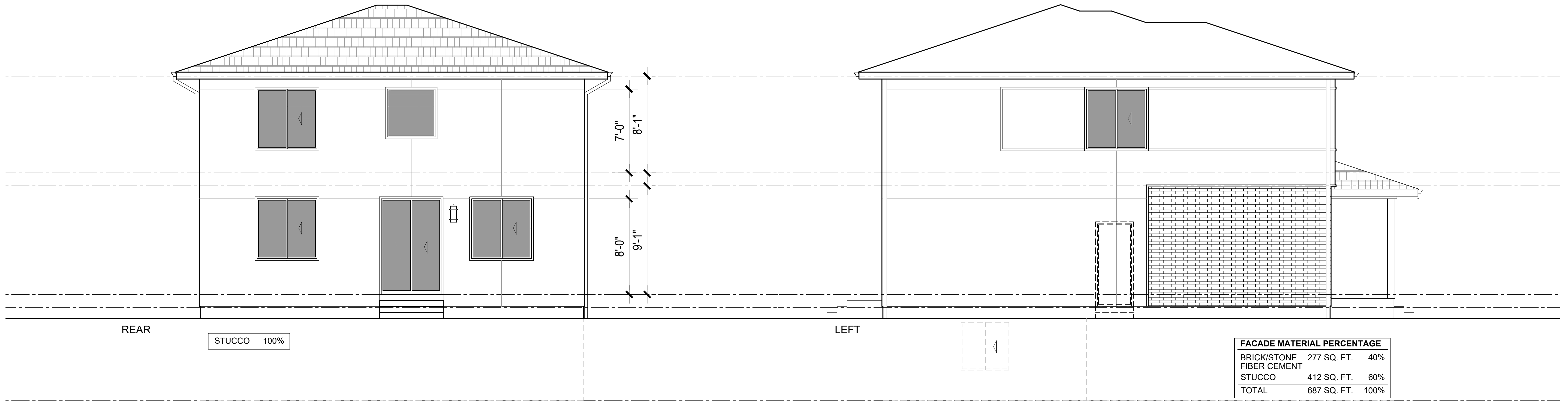
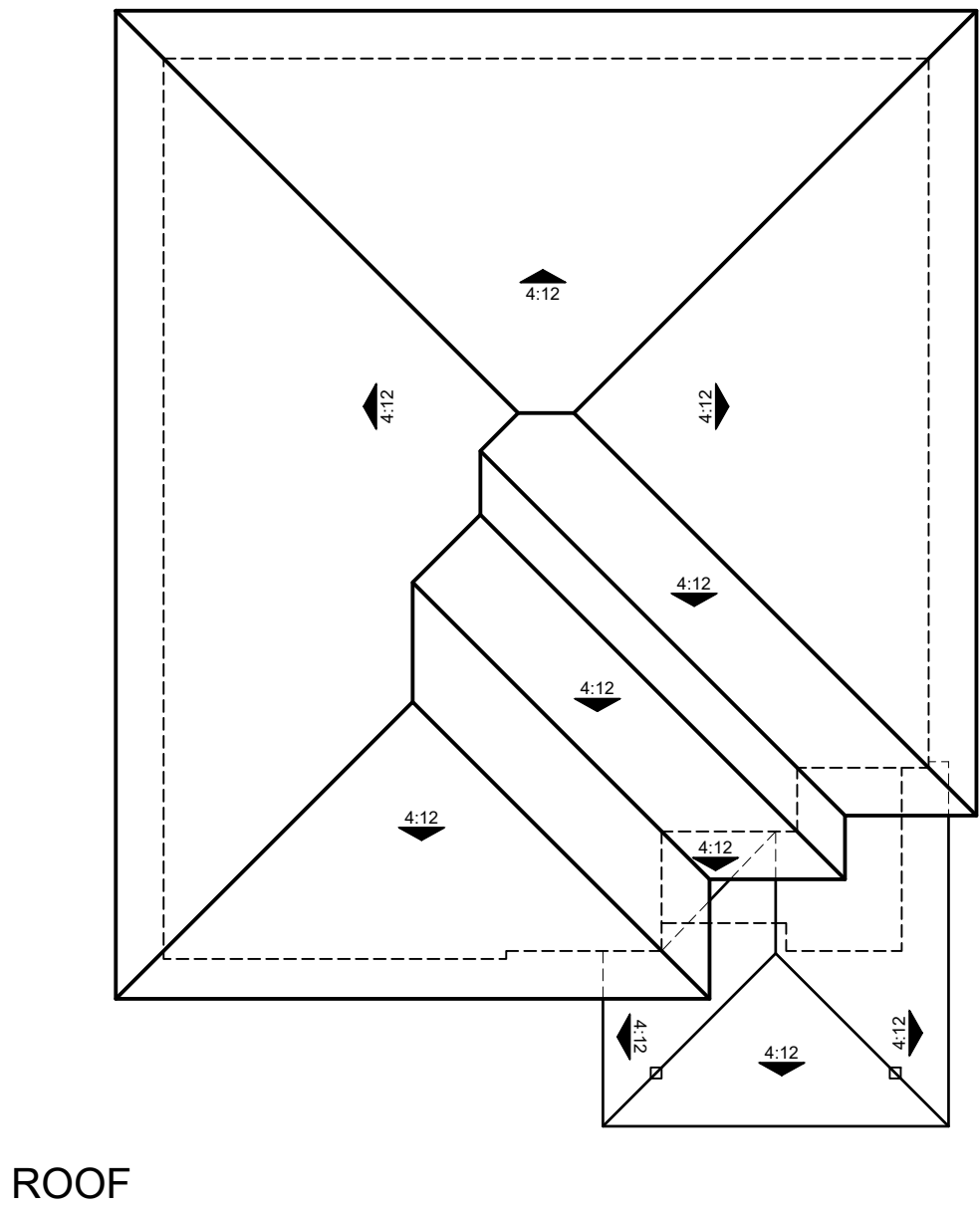
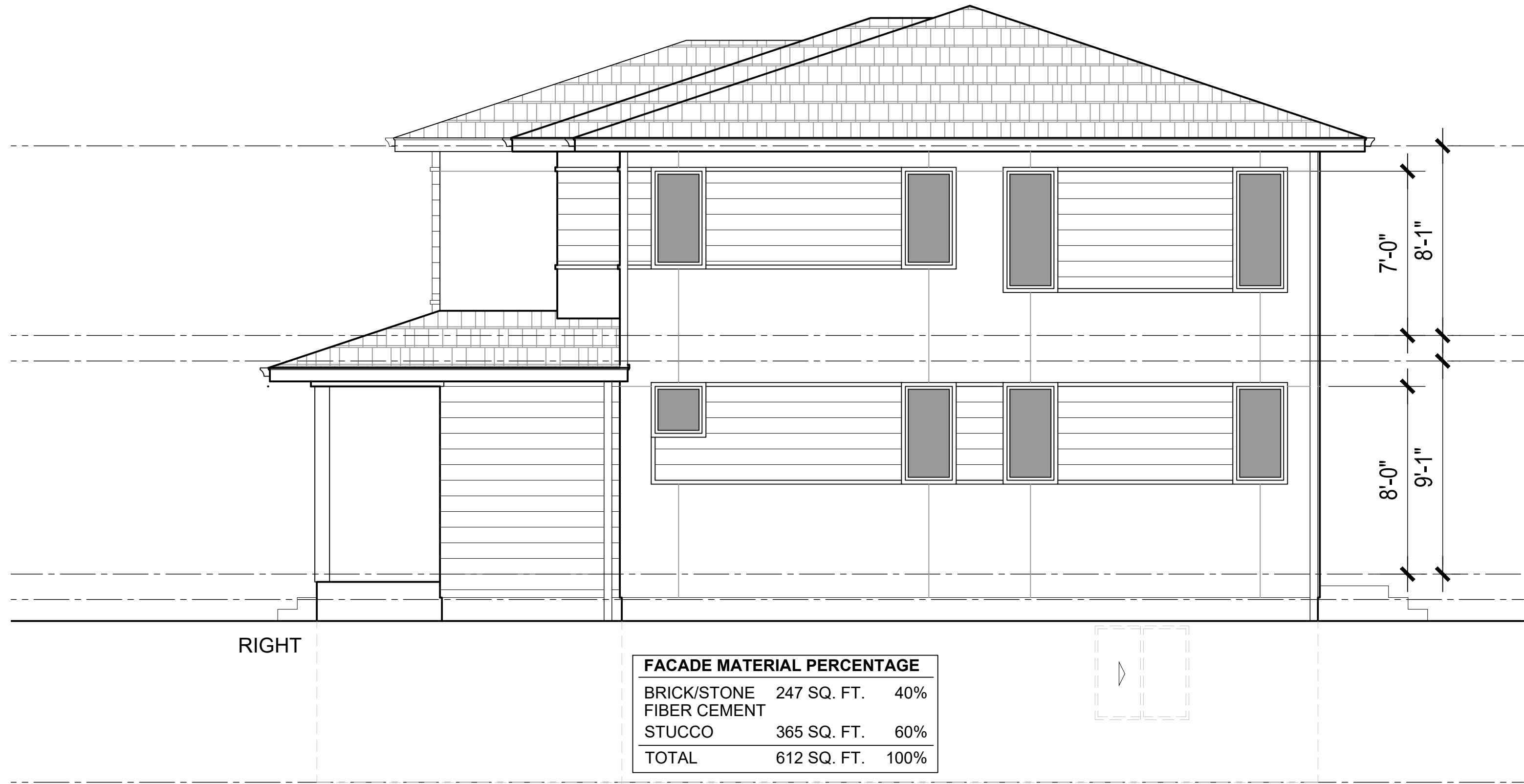
STYLE B - CONTEMPORARY GABLE

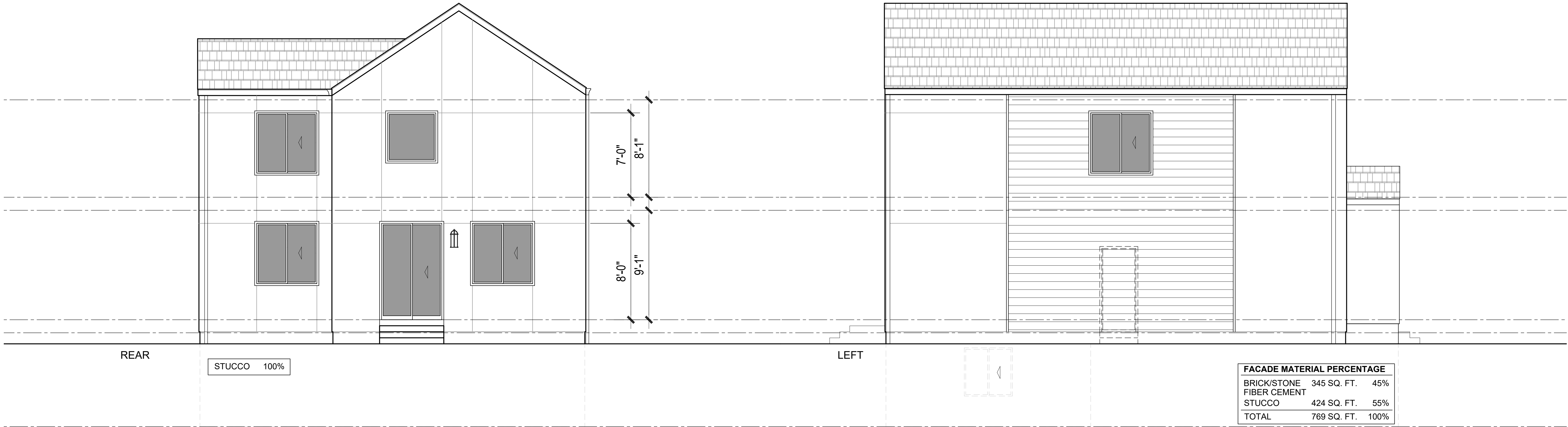
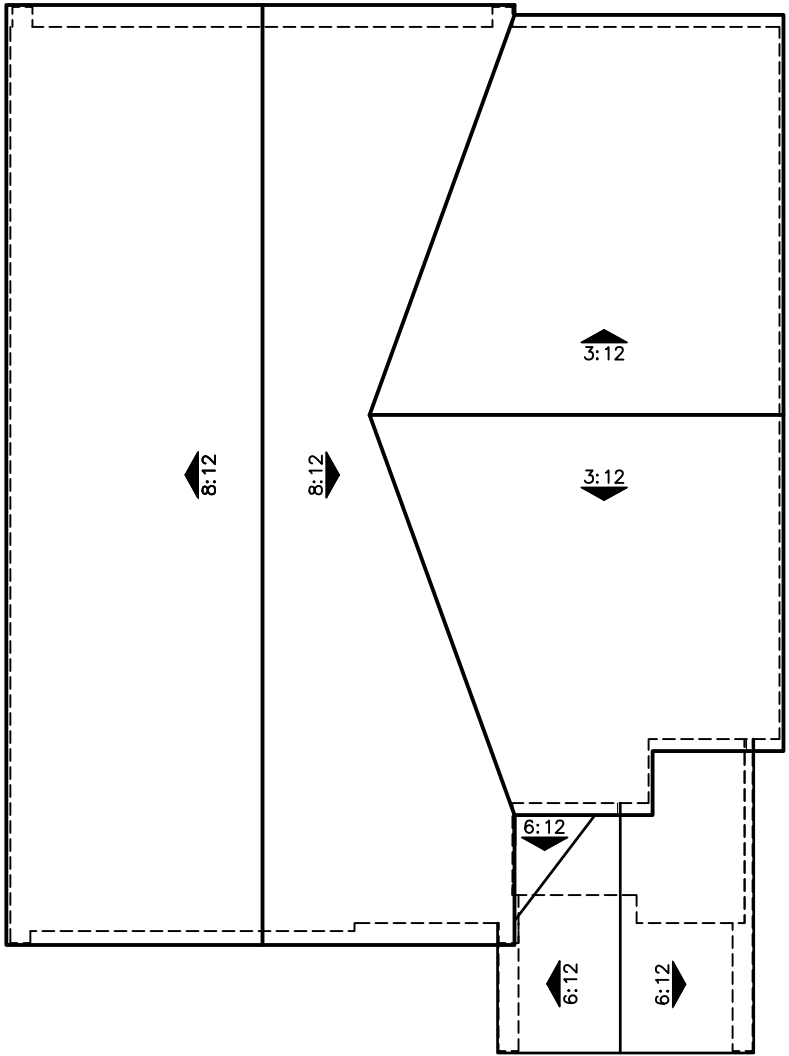
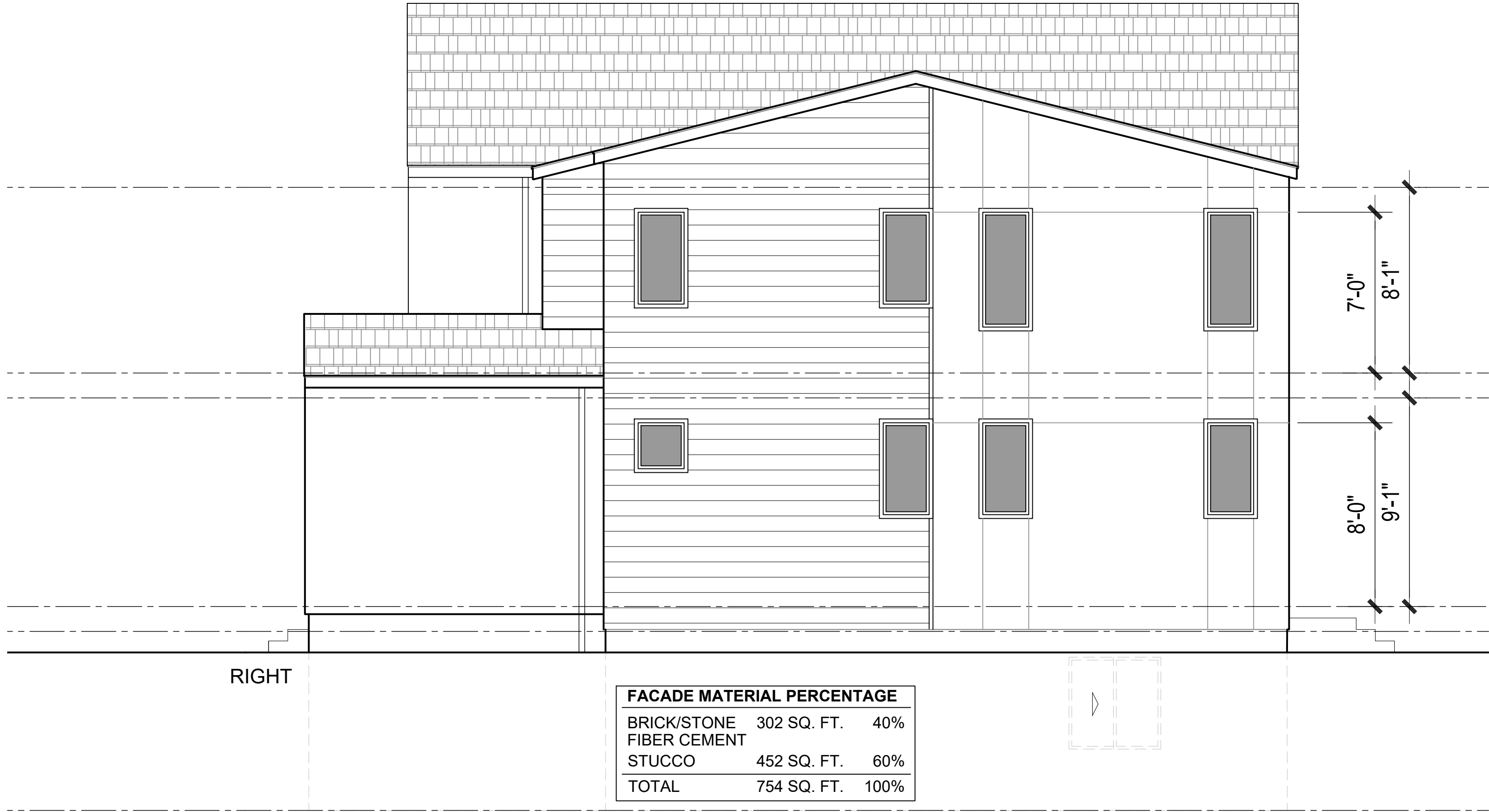
FACADE MATERIAL PERCENTAGE			
BRICK/STONE	279 SQ. FT.	67%	
FIBER CEMENT			
STUCCO	139 SQ. FT.	33%	
TOTAL	418 SQ. FT.	100%	

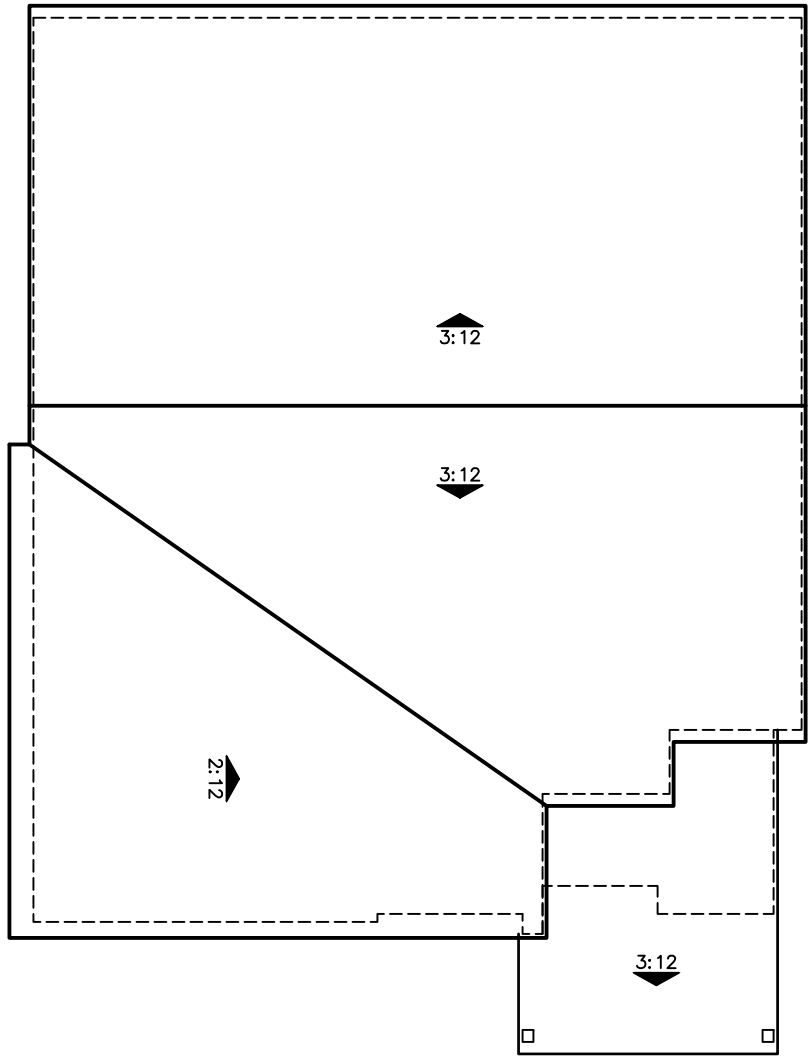
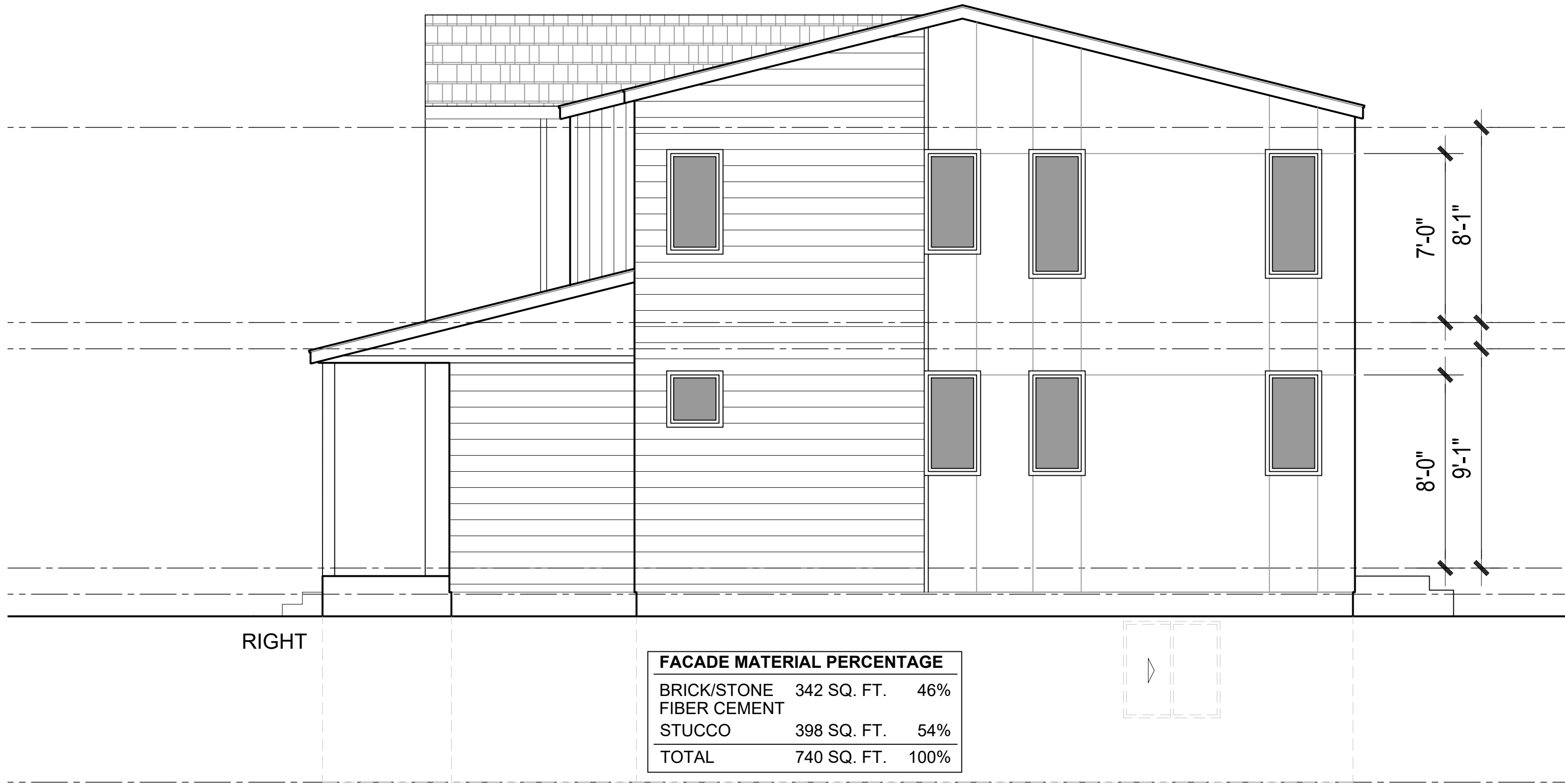


STYLE C - CONTEMPORARY SHED

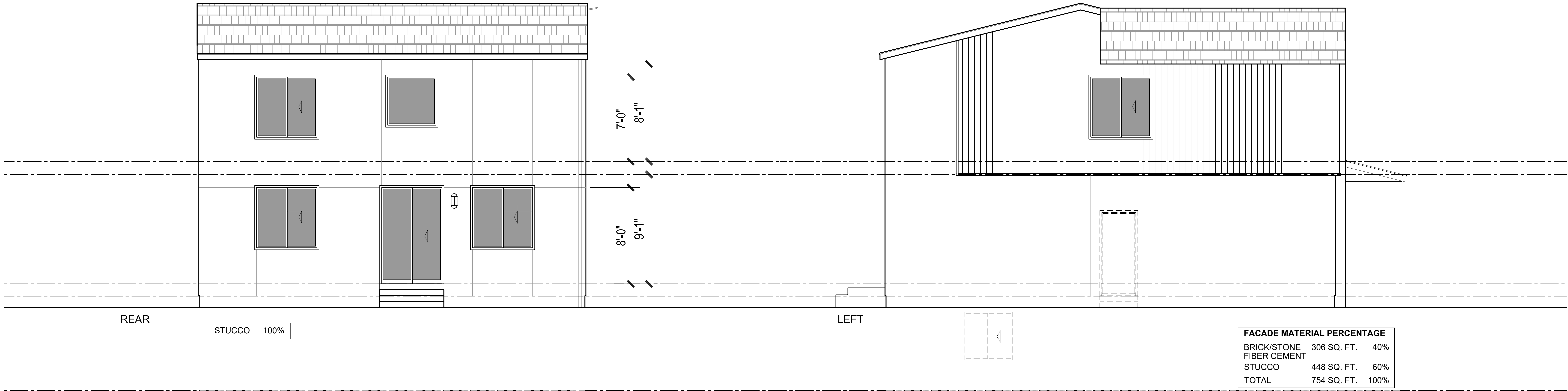
FACADE MATERIAL PERCENTAGE			
BRICK/STONE	257 SQ. FT.	65%	
FIBER CEMENT			
STUCCO	140 SQ. FT.	35%	
TOTAL	397 SQ. FT.	100%	

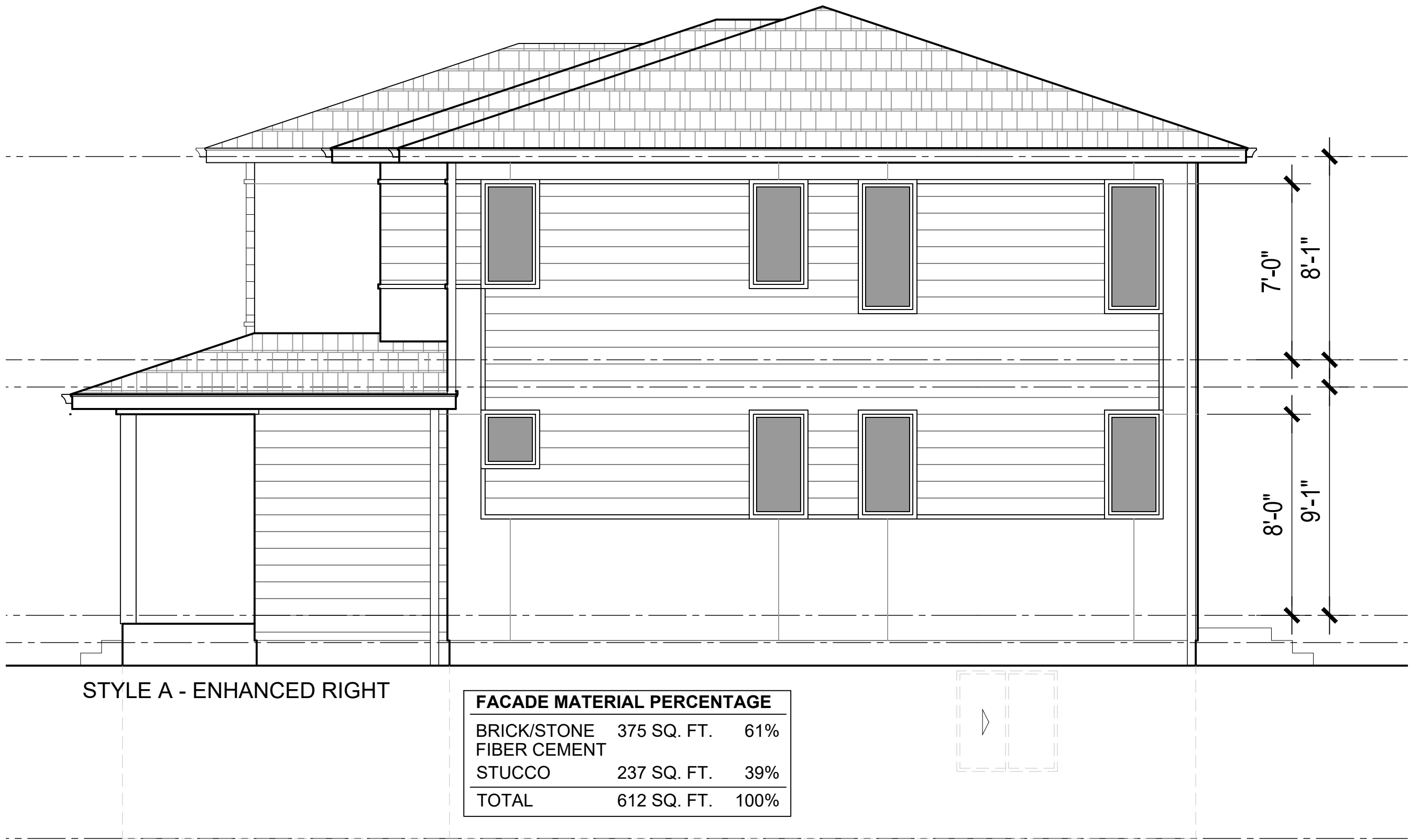






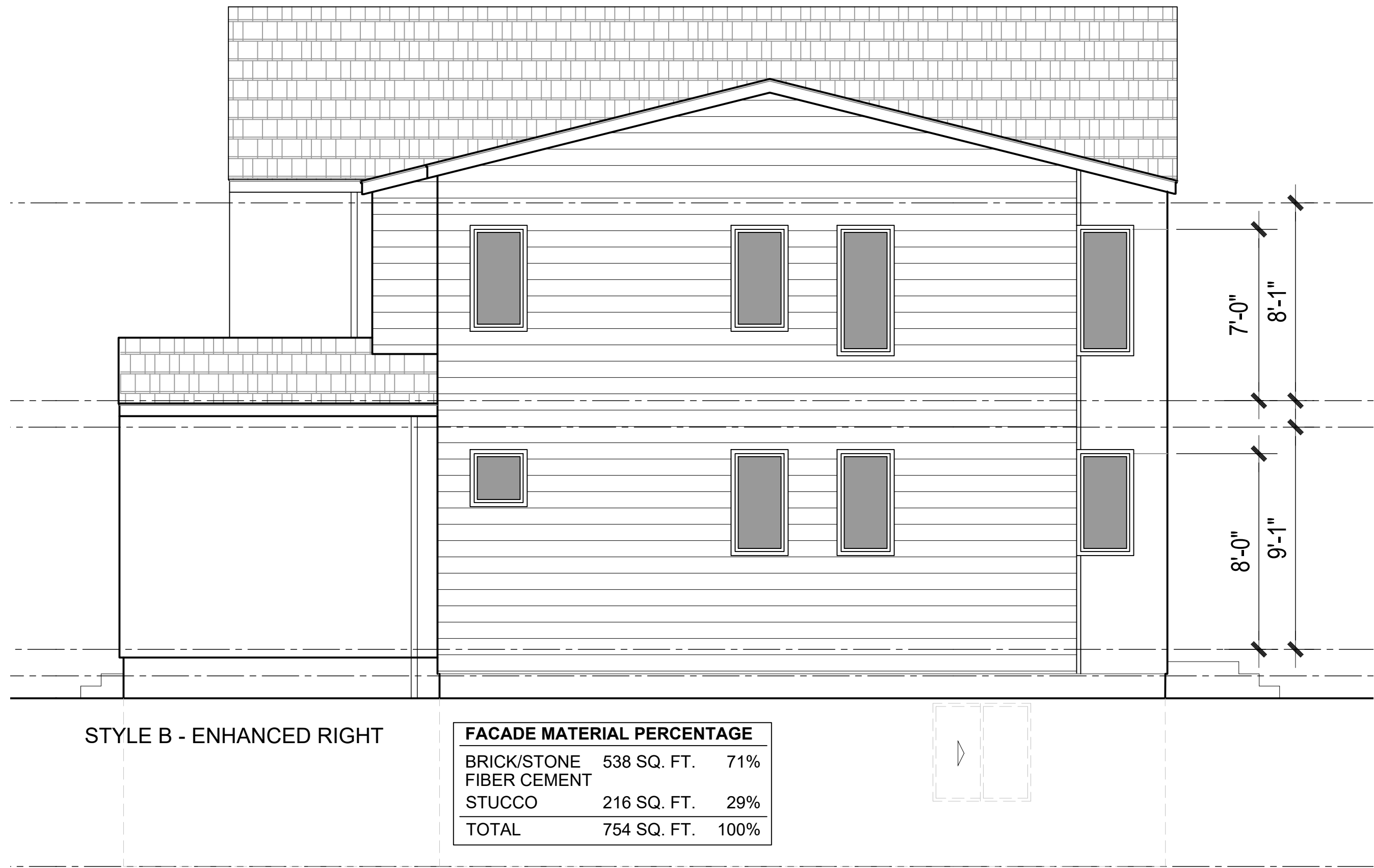
ROOF





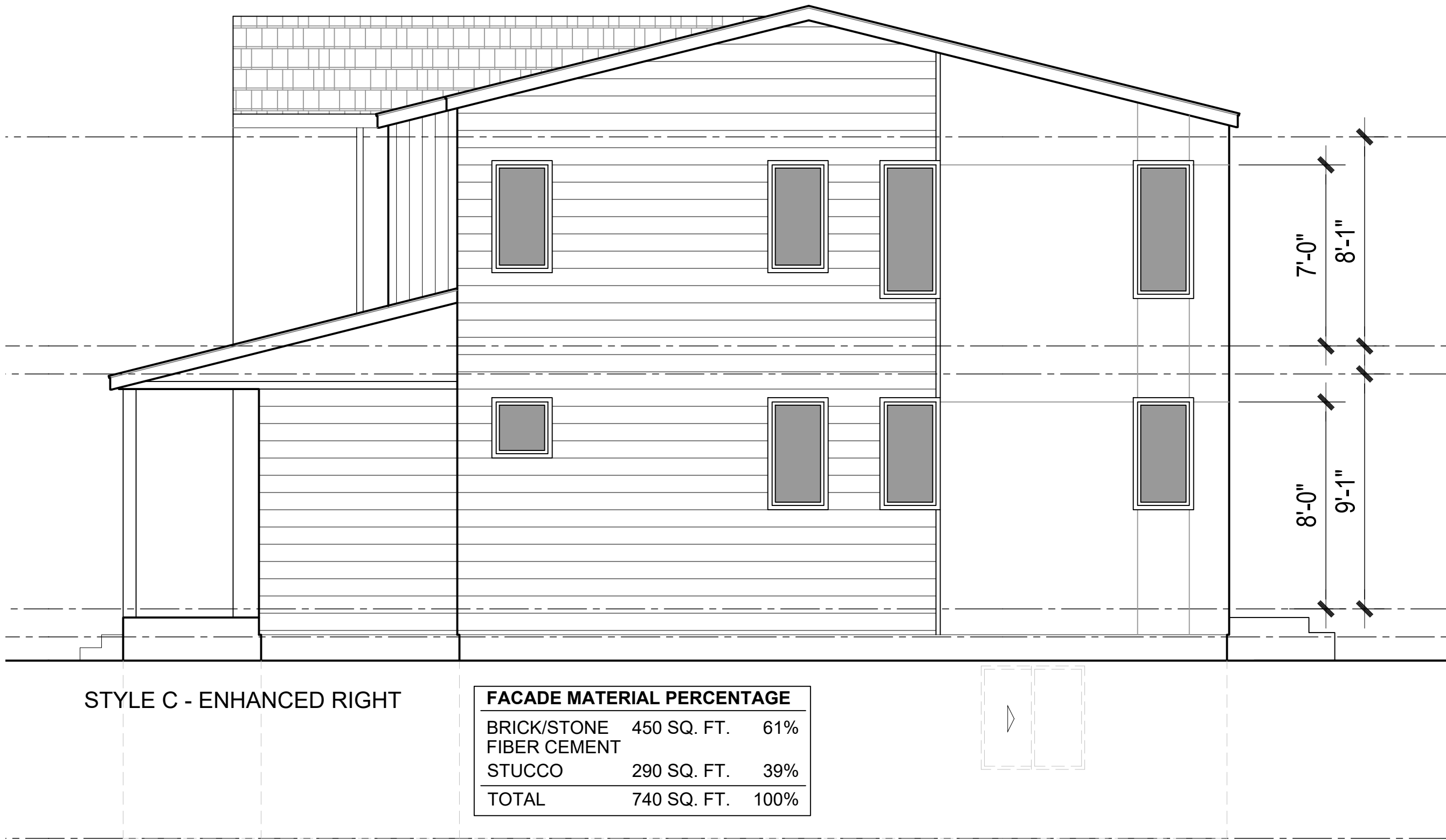
STYLE A - ENHANCED RIGHT

FACADE MATERIAL PERCENTAGE			
BRICK/STONE	375 SQ. FT.	61%	
FIBER CEMENT			
STUCCO	237 SQ. FT.	39%	
TOTAL	612 SQ. FT.	100%	



STYLE B - ENHANCED RIGHT

FACADE MATERIAL PERCENTAGE			
BRICK/STONE	538 SQ. FT.	71%	
FIBER CEMENT			
STUCCO	216 SQ. FT.	29%	
TOTAL	754 SQ. FT.	100%	



STYLE C - ENHANCED RIGHT

FACADE MATERIAL PERCENTAGE			
BRICK/STONE	450 SQ. FT.	61%	
FIBER CEMENT			
STUCCO	290 SQ. FT.	39%	
TOTAL	740 SQ. FT.	100%	

ATTACHMENT C

**LEGAL DESCRIPTION
PREPARED FOR MIDVALE MILL DEVELOPMENT
DESCRIPTION OF REMAINING LOTS THE MILL P.U.D. PHASE 2
OVERALL DESCRIPTION FOR PROPOSED THE MILL P.U.D. PHASE 3
MIDVALE CITY, UTAH
(August 28, 2026)
22-0085**

REMAINING 23 LOTS IN THE MILL P.U.D. PHASE 2

Located in the NW1/4 of Section 31, Township 2 South, Range 1 East, Salt Lake Base & Meridian, Midvale City, Salt Lake County, Utah, being all of Lots, 209, 210, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 229, 231, 235, 238 & 247 as recorded in THE MILL P.U.D. PHASE 2, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder as Entry No. 14231212 in Book 2024P on Page 105.

OVERALL DESCRIPTION OF PHASE 3

Situate in the NW1/4 of Section 31, Township 2 South, Range 1 East, Salt Lake Base & Meridian, located in Midvale City, Utah, being comprised of parts of Lots 1 & 2 of COUNTRY SQUIRE ACRES SUBDIVISION, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder as Entry No. 1639316 in Book T on Page 44, being identified as part of Salt Lake County Tax ID Numbers 22-31-176-011 and 22-31-176-012, being more particularly described as follows:

Beginning at a point on the easterly boundary line as located by survey, of TAPP SUBDIVISION (CORRECTED), according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder as Entry No. 11146216 in Book 2011P on Page 23, said point being N89°51'54"E 1,687.63 feet along the monument line of 8000 South Street and S00°08'06"E 207.33 feet from the Salt Lake County street monument at the intersection of 8000 South Street and State Street, said point also located S00°16'02"E 1388.74 feet along the section line and N89°51'54"E 1830.03 feet and S00°08'06"E 174.37 feet from the Northwest Corner of said Section 31, and running thence parallel with and 340.00 feet north from the southerly boundary line of said COUNTRY SQUIRE ACRES SUBDIVISION, N89°48'00"E 198.50 feet to the easterly line of said Lot 2; thence along said easterly line South 340.00 feet to the southeast corner of said Lot 2 said point being on the southerly boundary line of said COUNTRY SQUIRE ACRES SUBDIVISION; thence along said southerly boundary line S89°48'00"W 197.70 feet to the extension of said easterly boundary line as located by survey, of TAPP SUBDIVISION (CORRECTED); thence to and along said easterly boundary line N00°08'06"W 340.00 feet to the point of beginning.

Contains: 67,354 square feet or 1.55 acres+/-



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

MIDVALE CITY COUNCIL STAFF REPORT 10/06/2026

SUBJECT

Consider Approval of Resolution No. 2026-R-55 Appointing Michael Edwards as a Planning Commission Member.

Consider Approval of Resolution No. 2026-R-56 Appointing Rebecca Pipkin as a Planning Commission Member Alternate.

SUBMITTED BY

Dustin Gettel, Mayor

BACKGROUND AND OVERVIEW

The Midvale City Planning Commission consists of five Members and two Member Alternates, all of whom serve four-year terms. Commissioner Snow recently resigned, which requires appointment of a new Member (Michael Edwards) to fill the unexpired term of the vacated position and appointment of a new Member Alternate (Rebecca Pipkin).

The Commission is responsible for administering land use regulations as established in Utah Code 10-20-301 and 302, which includes making recommendations to the City Council on land use policy. Commissioners prepare for and attend bi-monthly commission meetings and participate in state mandated training such as Utah Chapter of the American Planning Association conferences. They provide an altruistic service to the community and function as an unbiased appointed public body.

Appointed as a Planning Commission Member Alternate on 2/20/2024, Michael Edwards is proposed to fill the Member seat recently vacated by former Commissioner Snow. He has lived in Midvale for 18 years, been involved with Junior Achievement of Utah, and served as Planning Commission Chair since March 2026. He is thankful for the opportunity to serve.

Rebecca Pipkin is proposed to fill the Member Alternate seat that will be vacant upon Commissioner Edwards' appointment as a Member. She has lived in Midvale for 6 years and served on the Harvest Days Committee for 3. She has also been involved in the Active Transportation Committee, PTA, the School Garden Committee and the Cottonwood Canyons Foundation. Rebecca is passionate about community and excited to serve on the Planning Commission.

STAFF RECOMMENDATION

Staff recommends approval of the resolutions to appoint Michael Edwards as a Planning Commission Member and Rebecca Pipkin as a Planning Commission Member Alternate.

RECOMMENDED MOTIONS

I move to approve Resolution No. 2026-R-55 Appointing Michael Edwards as a Planning Commission Member.

I move to approve Resolution No. 2026-R-56 Appointing Rebecca Pipkin as a Planning Commission Member Alternate.

**MIDVALE CITY, UTAH
RESOLUTION NO. 2026-R-55**

**A RESOLUTION APPOINTING MICHAEL EDWARDS AS A PLANNING
COMMISSION MEMBER**

WHEREAS, in accordance with Section 17-4-1 of the Midvale City Municipal Code, the Planning Commission is comprised of five members and two alternates to serve four-year terms; and

WHEREAS, with the recent resignation of a Member, the Planning Commission has a vacancy for a Member seat; and

WHEREAS, Michael Edwards has been serving as a Member Alternate of the Planning Commission since February 2024; and

WHEREAS, Members of the Planning Commission are appointed by the Mayor with the advice and consent of the City Council per Section 17-4-2 of the Midvale Municipal Code; and

WHEREAS, the Mayor desires to appoint Michael Edwards as a Member of the Planning Commission based on his contributions and dedication to fill the unexpired term of the seat vacated by Dustin Snow; and

WHEREAS, Commissioner Edwards has expressed a desire to serve on the Planning Commission as a Member.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Midvale City, Utah:

SECTION 1. The City Council hereby consents to Mayor Gettel’s appointment of Michael Edwards as a Planning Commission Member to fill the unexpired term of a recently vacated Member seat until February of 2028.

SECTION 2. This Resolution shall take effect immediately.

PASSED AND APPROVED this 6th day of October, 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

**MIDVALE CITY, UTAH
RESOLUTION NO. 2026-R-56**

**A RESOLUTION APPOINTING REBECCA PIPKIN AS A PLANNING
COMMISSION MEMBER ALTERNATE**

WHEREAS, in accordance with Section 17-4-1 of the Midvale City Municipal Code, the Planning Commission is comprised of five Members and two Member Alternates to serve four-year terms; and

WHEREAS, with the recent resignation of a Member, the Planning Commission has a vacancy for a Member Alternate seat; and

WHEREAS, Rebecca Pipkin has an interest in city policy and has volunteered extensively in other areas of Midvale City; and

WHEREAS, members of the Planning Commission are appointed by the Mayor with the advice and consent of the City Council per Section 17-4-2 of the Midvale Municipal Code; and

WHEREAS, the Mayor desires to appoint Rebecca Pipkin as a Planning Commission Member Alternate based on her contributions and dedication; and

WHEREAS, Rebecca Pipkin has expressed a desire to serve on the Planning Commission as a Member Alternate.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Midvale City, Utah:

SECTION 1. The City Council hereby consents to Mayor Gettel's appointment of Rebecca Pipkin as a Planning Commission Member Alternate until February of 2028 to fill the unexpired term of the Member Alternate seat vacated by Michael Edwards.

SECTION 2. This Resolution shall take effect immediately.

PASSED AND APPROVED this 6th day of October, 2026.

Dustin Gettel, Mayor

ATTEST:

Rori Andreason, MMC
City Recorder

Voting by City Council

Bonnie Billings

Paul Glover

Heidi Robinson

Bryant Brown

Denece Mikolash

“Aye”

“Nay”



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MIDVALE CITY COUNCIL STAFF REPORT 10/6/2026

SUBJECT

Discussion on an Ordinance prohibiting halfway houses

SUBMITTED BY

Elizabeth Arnold, Senior Planner

BACKGROUND AND OVERVIEW

As a result of community concerns, City staff began reviewing the City's existing zoning regulations related to residential facilities providing transitional housing to individuals transitioning from incarceration to community living. The review was initiated following concerns regarding the use of residential properties for this type of housing and the potential for similar uses to occur within residential zoning districts.

As part of this review, staff is proposing to add definitions for three related terms to the City's zoning code: "halfway house," "community correctional center," and "residential reentry center." The proposed definitions are intended to provide clarity regarding the types of residential facilities that provide housing and services specifically to individuals transitioning from incarceration.

Under the City's zoning regulations, uses that are not specifically identified as permitted or otherwise allowed within a zoning district are not permitted within that district. Currently, the zoning code does not specifically define or identify halfway houses, community correctional centers, or residential reentry centers as land uses. By establishing definitions for these uses, the City can clearly identify and distinguish them within the zoning code. Because these uses are not identified as permitted uses in any zoning district, they would not be permitted.

The proposed definitions are included in attachments for the City Council's review and discussion.

ATTACHMENTS

1. Draft Ordinances

17-2-3 "C" definitions.

"Common ownership" means ownership of the same property by different persons.

"Community correctional center" means a residential facility that provides transitional housing, supervision, and supportive services to individuals transitioning from incarceration to community living and that is operated by, or under contract with, the Utah Department of Corrections.

"Community council" means a neighborhood-based organization created for the purpose of providing citizen input regarding planning and development issues, and other relevant city business and decisions. Officially recognized community councils of the city include the Union community council and the Midvale community council.

17-2-18 "R" definitions.

"Residential parking" means a parking area or structure used exclusively for residential, noncommercial uses.

"Residential reentry center" means a residential facility that provides transitional housing, supervision, and supportive services to individuals transitioning from incarceration to community living and that is operated by, or under contract with, the Federal Bureau of Prisons.

"Restaurant" means a business in which food is prepared and sold for consumption.

17-2-8 "H" definitions.

"Habitable space (room)" means space in a structure for living, sleeping, eating, or cooking. Bathrooms, toilet compartments, closets, halls, storage, or utility space, and similar areas are not considered "habitable space."

"Halfway house" means a transitional residential facility that provides a structured and supervised environment for individuals transitioning from incarceration or other institutional custody to community living. "Halfway house" includes "community correctional center" and "residential reentry center." "Halfway house" does not include "residential facility for persons with a disability."

"Hardscape" means patios, landings, decks and paths. Does not include driveways and sidewalks.