



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

MIDVALE CITY COUNCIL REGULAR MEETING AGENDA October 20, 2026

Public Notice Is Hereby Given that the **Midvale City Council** will hold a regular meeting on **October 20, 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 19, 2026.**

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

6:00 p.m. – WORKSHOP

A. Library Discussion

6:30 p.m. - REGULAR MEETING

I. GENERAL BUSINESS

- A. Welcome and Pledge of Allegiance
- B. Roll Call
- C. Unified Fire Authority Report — *[Chief Nathan Kay]*
- D. Unified Police Department – *[Chief April Morse]*

II. PUBLIC COMMENTS

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

III. COUNCIL REPORTS

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

IV. MAYOR REPORT

- A. Mayor Dustin Gettel

V. CITY MANAGER REPORT

A. Matt Dahl

VI. CONSENT

A. Consider **Resolution No. 2026-R-54** Adopting the Second Amendment to the Interlocal Cooperation Agreement Between Salt Lake County Health Department and Midvale City
[Matt Dahl, City Manager]

VII. ACTION ITEMS

A. 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 **[Wendelin Knobloch, Planning Director]**

B. Consideration of **Resolution 2026-R-57** Authorizing the Mayor to enter into an Waterline Agreement between Midvale City, Remington Midvale LLC, and AUA Midvale Townhomes LLC for SLCO Parcel No. 21252760270000 **[Branden Anderson, City Engineer]**

VIII. POSSIBLE CLOSED SESSION

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

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

IX. ADJOURN

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

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

Date Posted: September 15, 2026

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



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: October 20, 2026

SUBJECT: Consider Resolution No. 2026-R-54 Adopting the Second Amendment to the Interlocal Cooperation Agreement Between Salt Lake County Health Department and Midvale City

SUBMITTED BY: Matt Dahl, City Manager

SUMMARY:

In August 2023, 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 \$7,500. 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. With these components included, the total project budget is \$1,145,000.

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	\$20,000
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 the City's FY2027 budget. A budget amendment will be necessary to cover the \$25,000 reduction in funding. Staff is evaluating potential sources.

Staff presented the Second Amendment for discussion at the September 15, 2026 City Council meeting. 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. A resolution has been prepared along with the proposed Second Amendment for the Council's consideration.

STAFF'S RECOMMENDATION AND MOTION: I move to approve Resolution No. 2026-R-54 Adopting the Second Amendment to the Interlocal Cooperation Agreement Between the Salt Lake County Health Department and Midvale City.

Attachments: Proposed Resolution and Second Amendment to Interlocal Cooperation Agreement

**MIDVALE CITY, UTAH
RESOLUTION NO. 2026-R-54**

**A RESOLUTION ADOPTING THE SECOND AMENDMENT TO THE INTERLOCAL COOPERATION
AGREEMENT BETWEEN SALT LAKE COUNTY HEALTH DEPARTMENT AND MIDVALE CITY**

WHEREAS, Salt Lake County Health Department (County) is a county health department created pursuant to Section 26A-1-103, Utah Code Ann., 1953 as amended, and Chapter 9.04 of the Salt Lake County Code of Ordinances; and

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

WHEREAS, the Parties are public agencies authorized by the Utah Interlocal Cooperation Act 11-13-101, et seq., UCA (the Act), to enter into agreements with each other that will enable them to make the most efficient use of their powers; and

WHEREAS, the Parties entered into an Agreement on August 15, 2023 (Agreement) to fund a formal community coalition to help build community capacity to address youth incidences of violence through an integrated community, public health, and public safety approach; and

WHEREAS, the Parties amended the Agreement on October 16, 2025, to add funding and update the payment schedule (First Amendment); and

WHEREAS, Midvale City created the Uplift Midvale community coalition to fulfill the terms of the Agreement; and

WHEREAS, the Parties now desire to amend the Agreement to add \$10,000 in CTC funding to Year 5, decrease Year 5 coalition operations and initiatives funding from \$37,500 to \$30,000, and add payment schedule tables clarifying the total project budget; and

WHEREAS, the Parties have reviewed the proposed Second Amendment and find the terms and conditions to be acceptable.

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

Section 1. The City Council hereby approves the Second Amendment to the Agreement, effective upon execution by the Parties.

Section 2. The City Council hereby authorizes Mayor Gettel to execute the Second Amendment to the Agreement subject to such other terms and conditions as recommended by legal counsel.

Section 3. This Resolution shall take effect immediately.

APPROVED AND ADOPTED this 20th day of October 2026.

Dustin Gettel, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

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

SECOND AMENDMENT
to
AGREEMENT
between
SALT LAKE COUNTY
For its Salt Lake County Health Department
and
MIDVALE CITY

THIS SECOND AMENDMENT is made and entered into this ____ day of _____, 2026, by and between Salt Lake County, a body corporate and politic of the State of Utah, on behalf of its Health Department (“County”), and **MIDVALE CITY**, also a boy corporate and politic of the State of Utah (“Midvale”). County and Midvale are collectively referred to hereafter as the “Parties.”

RECITALS

WHEREAS, on or about August 15, 2023 the Parties entered into an Agreement (County Contract #HLT23MIDVALE (“Agreement”)) whereby County agreed to provide funding to Midvale so that Midvale may hire for and develop a formal community coalition that will help build community capacity to address youth incidences of violence through an integrated community, public health, and public safety approach; and

WHEREAS, the Agreement is effective August 15, 2023, through June 30, 2027 (“Initial Term”); and

WHEREAS, the Agreement was amended October 16, 2025, to add funding and to update the payment schedule; and

WHEREAS, the Parties now desire to amend the Agreement to again add funding and to update the payment schedule.

NOW THEREFORE, in exchange for valuable consideration, including the mutual covenants and agreements contained in the Agreement, the First Amendment, and this Second Amendment, the Parties covenant and agree as follows:

1. To amend Section 5 of the Agreement, entitled “Payment Schedule”, to include the following:

\$10,000.00 in CTC funds shall be added to Year 5 (July 1, 2026-June 30, 2027) of the Agreement.

2. To amend Section 5 of the Agreement, entitled “Payment Schedule – Salt Lake County Health Department Funding for coalition operations and initiatives” as follows:

Decrease Year 5 “Salt Lake County Health Department Funding for coalition operations and initiatives” funding from \$37,500 to \$30,000; and clarify budget through the addition of a Payment Schedule table and budget component outlining SLCoHD overhead funds

3. To amend Section 5 of the Agreement, entitled “Payment Schedule”, to:

Table 1: Midvale Coalition Project Budget¹ by State Fiscal Year (SFY)

¹Midvale Coalition Project Budget reflects “Full time Coalition Coordinator for Midvale Youth Violence and Community Safety Coalition for Midvale City” and “Salt Lake County Health Department Funding for coalition operations and initiatives” funds as detailed in Table 3 below.

SFY23	\$0
SFY24	\$135,000
SFY25	\$135,000
	\$135,000
SFY26	\$10,000 CTC
	\$105,000
SFY27	\$10,000 CTC
Total Budget	\$530,000

Table 2: Total Project² Budget by State Fiscal Year (SFY)

²Total Project Budget reflects the inclusion of SLCoHD overhead that is not passed through as program funding.

SFY23	\$0
SFY24	\$300,000
SFY25	\$300,000
	\$300,000
SFY26	\$10,000 CTC
	\$225,000
SFY27	\$10,000 CTC
Total Budget	\$1,145,000

Table 3: Total Project Cost Sheet by Component

	Year 1	Year 2	Year 3	Year 4	Year 5	Contract Total
Full time Coalition Coordinator for Midvale Youth Violence and Community Safety Coalition for Midvale City	\$0.00	\$100,000.00	\$100,000.00	\$100,000.00	\$75,000.00	\$375,000.00
Full time Community Violence Epidemiologist to support the coalitions	\$0.00	\$150,000.00	\$150,000.00	\$150,000.00	\$112,500.00	\$562,500.00
Salt Lake County Health Department Funding for coalition operations and initiatives	\$0.00	\$35,000.00	\$35,000.00	\$35,000.00	\$30,000.00	\$135,000.00
Salt Lake County Overhead	\$0.00	\$15,000.00	\$15,000.00	\$15,000.00	\$7,500.00	\$52,500.00
CTC Funding	\$0.00	\$0.00	\$0.00	\$10,000.00	\$10,000.00	\$20,000.00
Grand Total	\$0.00	\$300,000.00	\$300,000.00	\$310,000.00	\$235,000.00	\$1,145,000.00

4. All other terms and conditions of the underlying Agreement not specifically amended herein shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties execute this Second Amendment the day and year recited above.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

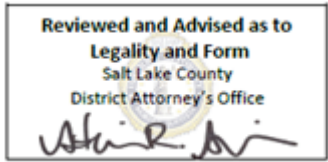
HEALTH DEPARTMENT

By: **Dorothy Adams** _____
Digitally signed by Dorothy Adams
Date: 2026.07.22 18:02:41 -06'00'
Dorothy Adams
Executive Director

Date: _____

Division Director JS

MIDVALE CITY



By: _____

Printed Name: _____

Title: _____

Date: _____



7505 S Holden Street
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801-567-7200
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MIDVALE CITY COUNCIL STAFF REPORT 10/20/2026

SUBJECT

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.

SUBMITTED BY

Wendelin Knobloch, Planning Director

BACKGROUND AND ANALYSIS

October 20, 2026 City Council Meeting Report Update

The City Council tabled this item on September 15, 2026, with the notation that the City Engineer provide guidance on the safety and viability of the rights-of-way adjacent to POD I.

September 15, 2026 City Council Meeting Report

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.

STAFF RECOMMENDATION

Staff advises that the City Council deny this code text amendment based on the following finding:

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

PLANNING COMMISSION RECOMMENDATION

The Planning Commission recommended approval of this code text amendment on a split vote.

RECOMMENDED MOTION

Denial

I move that we deny 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 based on the finding noted in the staff report.

Approval

I move that we approve 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 based on the following finding:

- ...

ATTACHMENTS

1. Ordinance No. 2026-O-30

**MIDVALE, UTAH
ORDINANCE NO. 2026-O-30**

**AN ORDINANCE 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.**

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 of 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 desires to amend Figures 1 and 2 in Chapter 17-7-10.12 of the Midvale Municipal Code; and

WHEREAS, the Planning Commission held public hearings on June 24 and August 12, 2026 to review the request for amendment and, after considering all the information received, made a recommendation to approve the amendment request; and

WHEREAS, the City Council of Midvale City, Utah held a public hearing on September 15, 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 attachment to this document:

- Attachment A: Figures 1 and 2, Chapter 17-7-10.12.

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

PASSED AND APPROVED this 20th 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:

Proposed Zoning Code Text Changes

Figure 1: Change Regarding Rights-Of-Way

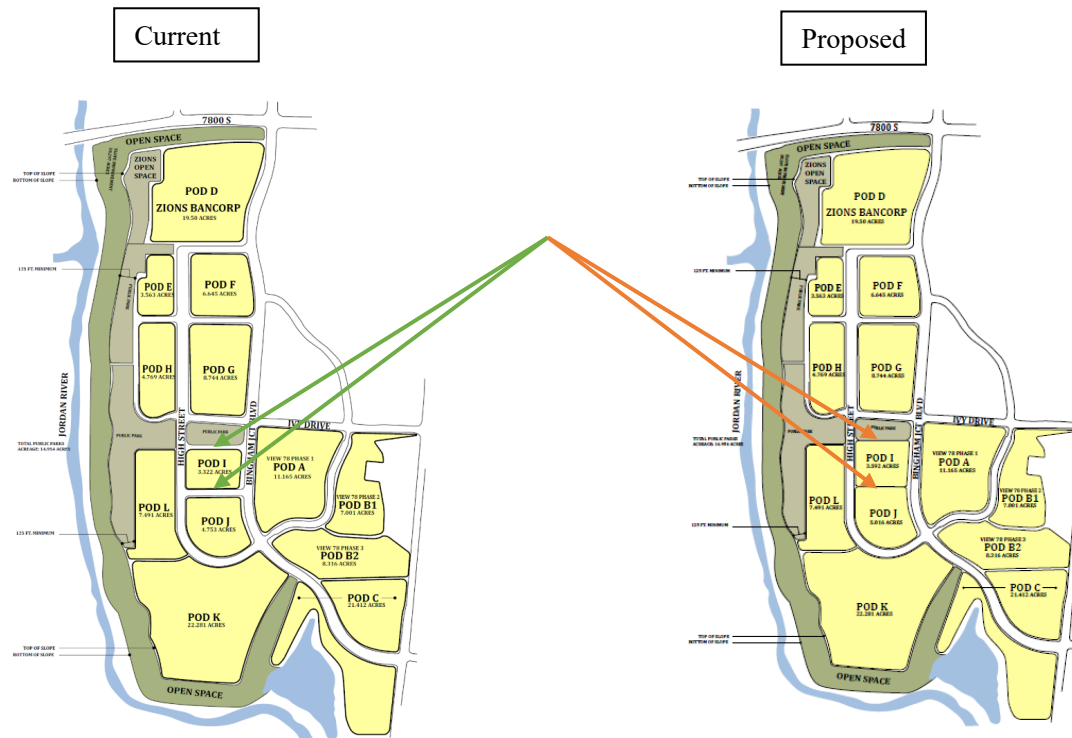
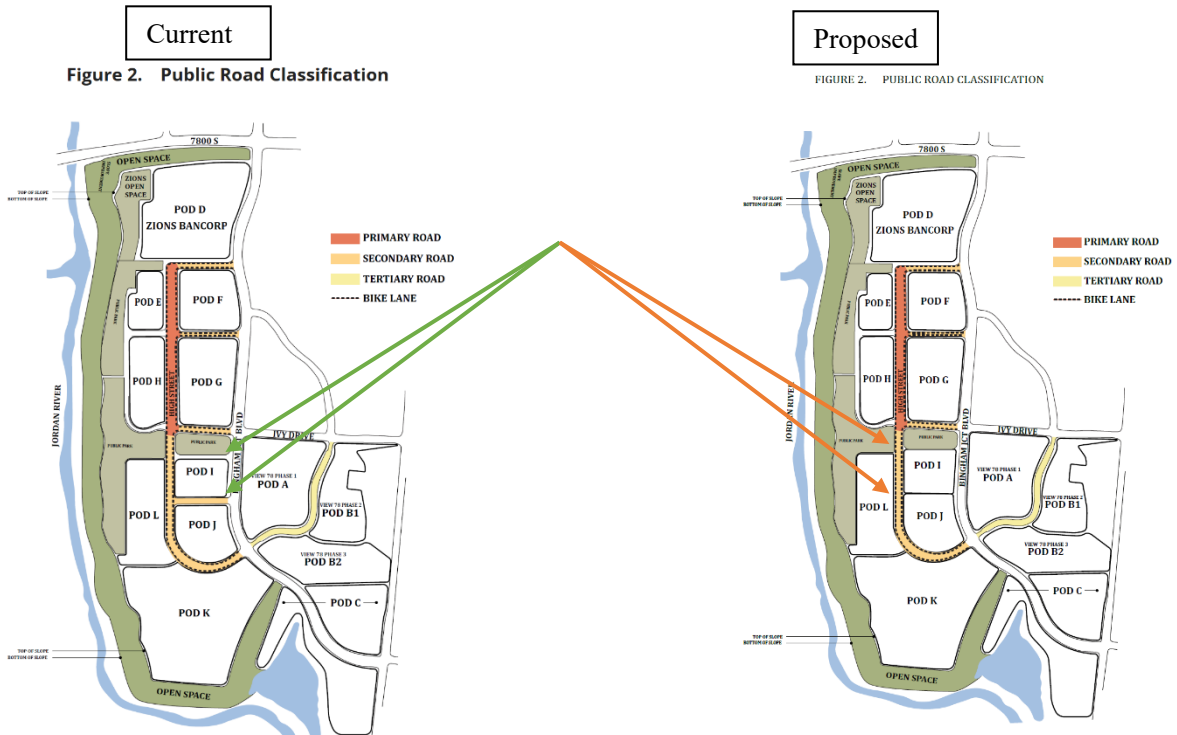


Figure 2: Change Regarding Rights-Of-Way





7505 S Holden Street
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801-567-7200
www.MidvaleCity.org

MIDVALE CITY COUNCIL STAFF REPORT 10/20/2026

SUBJECT

Consideration of Resolution 2026-R-57 Authorizing the Mayor to enter into an waterline agreement between Midvale City, Remington Midvale LLC, and AUA Midvale Townhomes LLC for SLCO Parcel No. 21252760270000

SUBMITTED BY

Branden Anderson, City Engineer

BACKGROUND AND OVERVIEW

The existing waterline was originally installed through a neighboring property, including landscaped areas. The proposed redesign relocates the waterline through the adjacent parking lot and along 7300 South before entering the development from the front of the property. This new alignment will improve accessibility for City inspections, maintenance, and future repairs.

At the developer's request, an on-site meeting was held to review the proposed changes. Following that review, City staff determined that the plans needed to be redesigned and resubmitted for approval. Staff also required the developer to obtain a waterline easement from the neighboring property owner to ensure the City has adequate access for ongoing operation and maintenance of the waterline.

The developer has completed both requirements. The proposed Waterline Easement Agreement has been reviewed by City staff, and the developer is requesting City approval and execution of the agreement. Once executed, the easement will be recorded with Salt Lake County and become part of the property's permanent records.

FISCAL IMPACT

This will not affect the Midvale City financially.

STAFF RECOMMENDATION

Staff recommends the Council approve of resolution 2026-R-57.

RECOMMENDED MOTION

I move that we suspend the rules and approve Resolution No. 2026-R-57, a resolution authorizing the Mayor to enter into a waterline agreement between Midvale City, Remington Midvale LLC, and AUA Midvale Townhomes LLC for SLCO Parcel No. 21252760270000.

ATTACHMENTS

1. Resolution No. 2026-R-57

**MIDVALE CITY, UTAH
RESOLUTION NO. 2026-R-57**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A WATERLINE
EASEMENT AGREEMENT BETWEEN MIDVALE CITY, REMINGTON MIDVALE LLC,
AND AUA MIDVALE TOWNHOMES LLC FOR SLCO PARCEL NO.
21252760270000**

WHEREAS, the AUA Midvale Townhomes, LLC development was approved with an existing City water connection; and

WHEREAS, AUA Midvale Townhomes, LLC requested a change in the alignment of the waterline serving the development that requires an extension of another City Waterline; and

WHEREAS, AUA Midvale Townhomes, LLC revised its plans and obtained a waterline easement from Remington Midvale, LLC for the proposed alignment; and

WHEREAS, AUA Midvale Townhomes, LLC is required to dedicate the waterline to the City in order to receive approvals for its development; and

WHEREAS, City staff have reviewed the revised plans and determined that the proposed alignment is acceptable; and

WHEREAS, City staff further determined that the proposed alignment will improve access for operation, maintenance, and repair of the waterline; and

WHEREAS, Utah Code Ann. § 10-8-2(1)(a)(iii) authorizes a municipal legislative body to “receive [...] real and personal property for the benefit of the municipality”; and

WHEREAS, Utah Code Ann. § 10-8-14(2)(a)(i) authorizes a municipality to “construct, maintain, and operate waterworks”; and

WHEREAS, AUA Midvale Townhomes, LLC, Remington Midvale, LLC, and Midvale City desire to enter into the attached Water Easement Agreement to establish an easement for the new City waterline and associated facilities and to establish the responsibilities of each party.

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

1. The Midvale City Council approves the attached Water Easement Agreement between AUA Midvale Townhomes, LLC, Remington Midvale, LLC, and Midvale City, and authorizes the Mayor to execute the Agreement on behalf of Midvale City.
2. The Midvale City Council authorizes Midvale City staff, upon execution of the Water Easement Agreement by the parties to record the Water Easement Agreement with the Salt Lake County Recorder’s Office.

PASSED AND APPROVED this 20th day of October 2026.

Dustin Gettel, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

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

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

WATER EASEMENT AGREEMENT
7400 S State St, Midvale, UT 84047
SLCO Parcel No. 21252760270000

This WATER EASEMENT AGREEMENT (this “**Agreement**”) is made as of _____, 2026, by and between Remington Midvale, LLC, a Utah limited liability company (“**Grantor**”), and MIDVALE CITY (“**Grantee**”) and AUA Midvale Townhomes, LLC (“**Developer**”). Developer, Grantor and Grantee are sometimes referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. Grantor is the fee owner of that certain parcel of land located at 7400 S State St, Midvale, Utah 84047 (Salt Lake County Parcel No. 21252760270000) (the “**Property**”).

B. Developer owns Union Row Townhomes - 7309 S 180 W, Midvale, UT 84047 and desires to construct certain water line improvements in the Easement Area located on a portion of the Property.

C. Grantee requires a permanent easement to access, inspect, maintain, and operate such improvements upon final acceptance. Grantee further desires to periodically inspect the water improvements during construction, conduct a final construction inspection upon completion, and formally accept transfer of responsibility for the water improvements following the expiration of the applicable warranty period under Utah Code Ann. §§ 10-20-807 and 10-20-905.

D. Grantor desires to grant, and Grantee desires to accept, a perpetual, non-exclusive water line easement across the area more particularly described in **Exhibits A and B** (the “**Easement Area**”) for the purposes described herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee a perpetual,

non-exclusive easement (the “Easement”) on, over, under, and across the Easement Area for the purposes of inspecting, operating, maintaining, repairing, replacing, and accessing water facilities and related improvements, including, but not limited to, pump stations, pressure reducing valves, storage tanks, meters, solar panels, fire hydrants and infrastructure related to remote metering, (the “Water Facilities”), upon Final Acceptance by Grantee following the expiration of the applicable warranty period under Utah Code Ann. §§ 10-20-807 and 10-20-905

2. **Construction of Water Facilities by Developer.** Grantor shall allow construction of the Water Facilities by the Developer at Developer’s sole cost and expense in accordance with Grantee’s specifications and all applicable municipal codes. Grantee shall have the right to perform periodic inspections during construction and may require correction of any non-conforming work prior to acceptance by the Grantee.

3. **Inspection and Phased Acceptance.** Grantee shall have the right to:

(a) **Final Construction Inspection and Approval:** Upon Developer’s completion of the Water Facilities, Grantee shall perform a final construction inspection. If the Water Facilities are constructed in accordance with Grantee’s standards and specifications, Grantee shall provide Developer with written approval confirming that the line has been installed in accordance with city standards under Midvale Municipal Code §§ 18.01 to 18.03. The Parties expressly acknowledge and agree that this construction inspection and written approval is distinct from, and does not constitute, final acceptance of the project as a whole. Upon issuance of the written approval by Grantee and subject to Developer’s responsibilities provided under Subsection 3(b) below, the responsibility of operation, maintenance, and ownership of the Water Facilities shall transfer to Grantee.

(b) **Warranty Period:** Developer shall remain fully responsible for the repair and replacement of Water Facilities throughout the standard municipal warranty period following construction approval, consistent with the applicable provisions of Utah Code Ann. §§ 10-20-807 and 10-20-905.

4. **Grantee’s Use and Access Rights.** Grantee shall have the right of ingress and egress across the Property to access the Easement Area for the purposes described in this Agreement. Developer and Grantee shall minimize interference with Grantor’s operations and shall repair any damage caused by its activities. Grantee’s perpetual right to ingress and egress to and from and along the Easement Area shall include the right to trim, clear or remove any tree, brush, structure or obstruction which, in the Grantee’s sole reasonable discretion may interfere with Grantee’s operation of the Water Facilities.

5. **Grantor’s Reserved Rights.** Grantor reserves the right to use the Easement Area for any lawful purpose not inconsistent with Grantee’s easement rights, provided such

use does not impede or damage the Water Facilities or interfere with Developer's construction or Grantee's access or operations.

6. Maintenance and Repair.

(a) **Prior to Acceptance by Grantee:** Developer shall be solely responsible for the construction of the Water Facilities prior to acceptance by Grantee, and shall be responsible for any repair or replacement including throughout the entirety of the warranty period and prior to acceptance by Grantee.

(b) **Acceptance by Grantee:** Upon Grantee's acceptance of the Water Facilities pursuant to Utah Code Ann. §§ 10-20-807 and 10-20-905, Grantee shall assume all obligations for the operation, maintenance, and repair of the Water Facilities.

7. Indemnification. To the extent permitted by law and subject to the Utah Governmental Immunity Act:

(a) **Developer's Indemnity Obligation.** To the fullest extent permitted by law, Developer shall indemnify, defend, and hold harmless Grantor and Grantee, and their respective officers, directors, members, managers, employees, agents, successors, and assigns, from and against any and all claims, demands, actions, causes of action, suits, judgments, damages, losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees, expert witness fees, court costs, and other litigation expenses) arising out of or in any way related to: (i) the Easement granted herein; (ii) construction, access to, use of, or presence upon the Property or Easement Area by Developer; (iii) any breach by Developer of its obligations under this Agreement; or (iv) any negligent, grossly negligent, or willful act or omission of Developer or its officers, employees, agents, contractors, or representatives in connection with this Agreement or the Easement, occurring prior to Grantee's Final Acceptance of the Water Facilities. Notwithstanding anything to the contrary herein, Developer's indemnification obligations shall not extend to, and Developer shall not be required to indemnify or hold harmless Grantee for, any claims, damages, losses, or liabilities arising from the sole negligence or willful misconduct of Grantee.

(b) **Grantee's Indemnity Obligation.** Grantee shall assume such risks and responsibilities only after acceptance of the Water Facilities following the expiration of Developer's warranty obligations under Utah Code Ann. §§ 10-20-807 and 10-20-905. Subject to the Utah Governmental Immunity Act, Grantee shall indemnify, defend, and hold harmless Grantor and the Grantor Indemnified

Parties from and against any and all claims, demands, actions, causes of action, suits, judgments, damages, losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees, expert witness fees, court costs, and other litigation expenses) arising out of or in any way related to actions by Grantee under this Agreement after acceptance of the Water Facilities.

(c) **Survival.** The indemnification and defense obligations set forth in this Section 7 shall survive the termination, expiration, or abandonment of this Agreement or the Easement.

8. **Insurance.** During construction and throughout the warranty period, Developer shall maintain commercial general liability insurance with coverage for water infrastructure projects and shall name Grantee as an additional insured. Following the expiration of the warranty period, Grantee shall be responsible for ongoing insurance coverage under its standard municipal policies.

9. **Binding Effect and Covenant.** This Agreement, which creates easement rights as stated herein, shall be recorded in the office of the county recorder of Salt Lake County. The Parties to this Agreement, on behalf of themselves or any successor or assignee, agree to be bound by the terms of this Agreement and further agree that the easement created herein shall be appurtenant to the Property and constitute a covenant which runs with the land in perpetuity.

10. **Miscellaneous.**

- (a) Governing Law: This Agreement shall be governed by the laws of the State of Utah.
- (b) Notices: Notices shall be in writing and delivered by hand, overnight courier, or certified mail to the addresses designated by the Parties.
- (c) Entire Agreement: This Agreement and Exhibit A constitute the entire understanding between the Parties and supersede all prior discussions regarding the Easement Area.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties a have executed this Agreement as of the date above,

GRANTOR:

REMINGTON MIDVALE, LLC

Address: 7400 S State St, Midvale, UT 84047

By: _____

Signature: Charles Carroll Bond III

Title: Authorized Signatory

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA _____)

)

COUNTY OF _____)

On _____, 2026, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ [Seal]

GRANTEE:
MIDVALE CITY

Address: 7505 Holden St, Midvale, UT 84047

By: _____

Name: _____

Title: _____

STATE OF UTAH _____)

:ss.

COUNTY OF SALT LAKE _____)

The above instrument was acknowledged before me by _____, this _____ day
of _____, 20____.

Notary Public

Residing in: _____

My commission expires: _____

DEVELOPER:

AUA Midvale Townhomes, LLC

Address: 423 W 300 S, Suite 230, Salt Lake City, UT 84101

By: _____

Name: _____

Title: _____

STATE OF UTAH _____)

:ss.

COUNTY OF SALT LAKE _____)

The above instrument was acknowledged before me by _____, this _____ day
of _____, 20____.

Notary Public

Residing in: _____

My commission expires: _____

Exhibit A – Legal Description of Easement Area

(see attached)

**LEGAL DESCRIPTION
PREPARED FOR
MIDVALE TOWNHOMES
MIDVALE, UTAH
(6/27/2025)
24-0330
(ARS)**



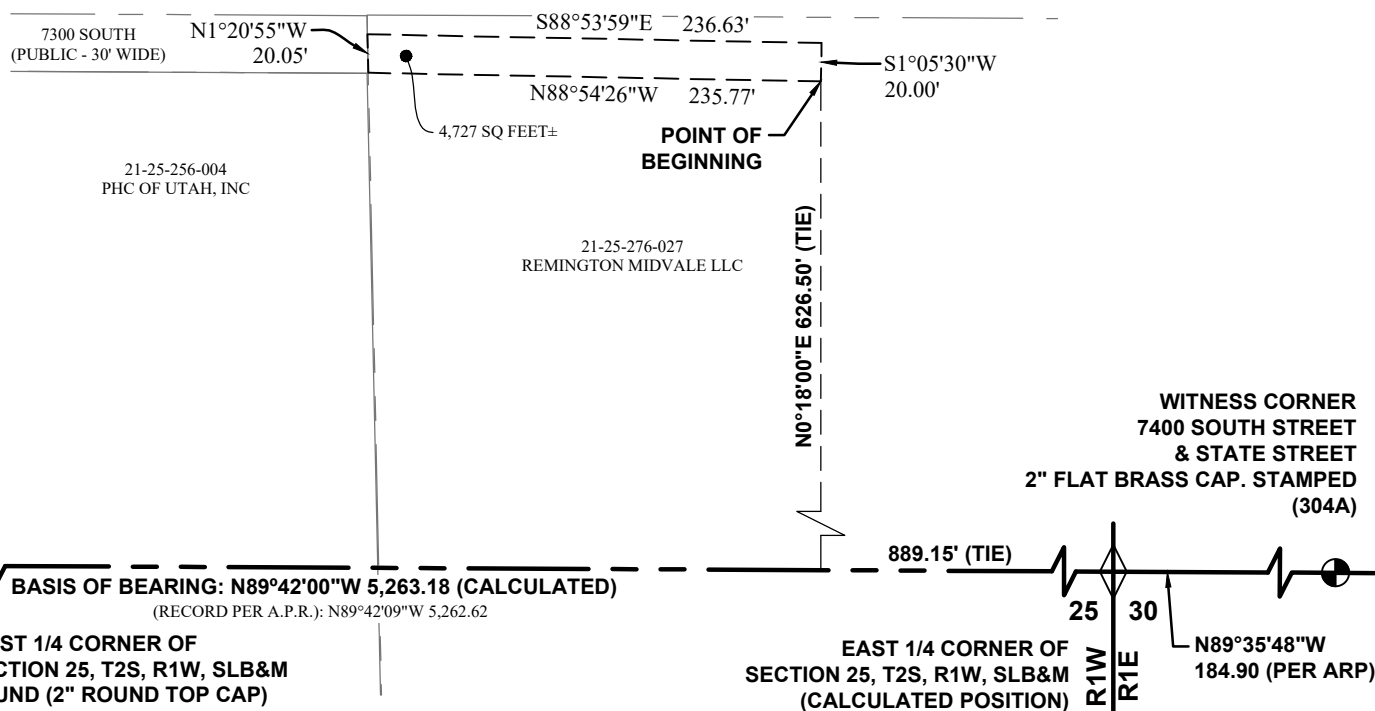
WATER EASEMENT

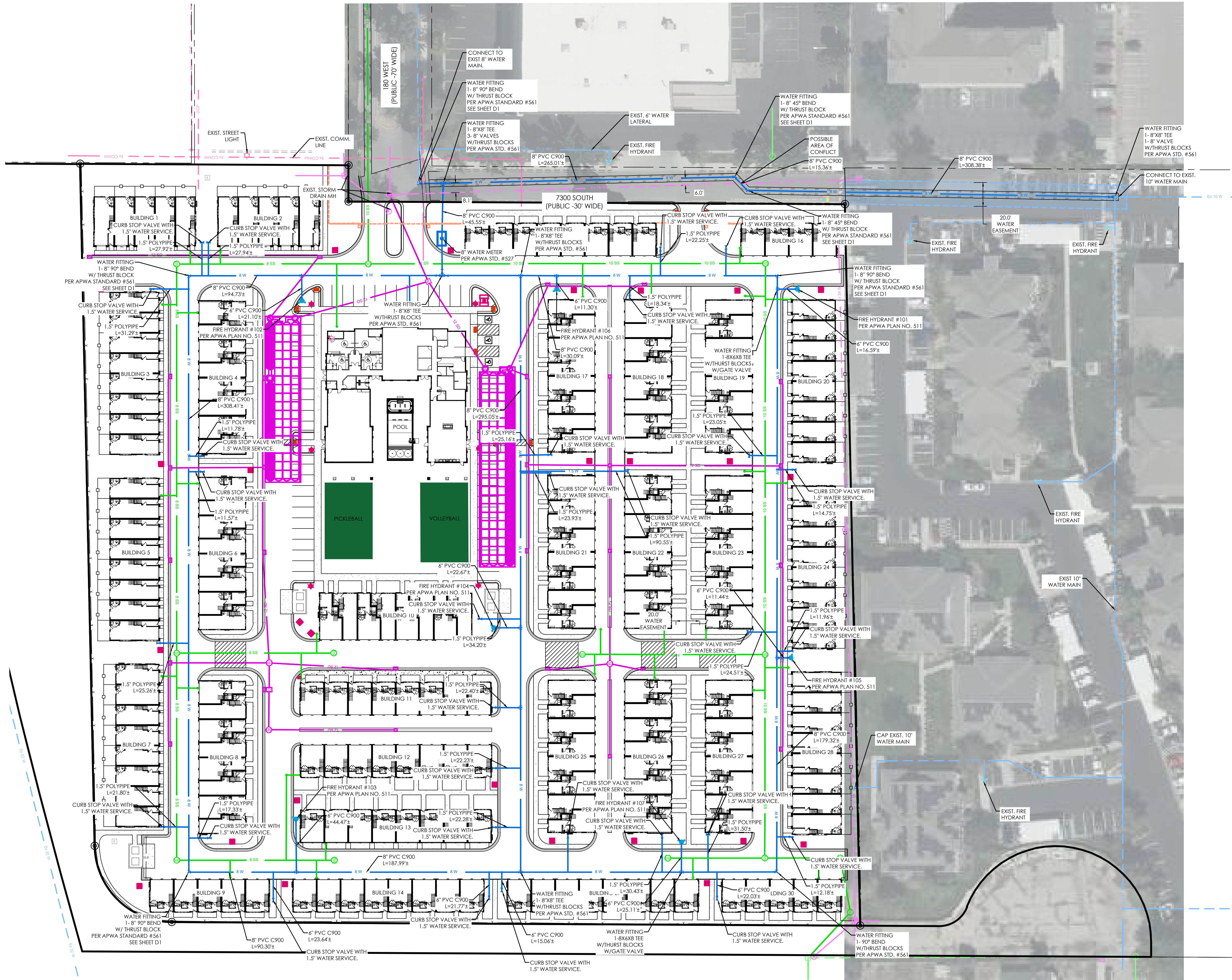
A part of the Northeast Quarter of Section 25, Township 2 South, Range 1 West, Salt Lake Base & Meridian, located in Midvale City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point located N89°42'00"W 889.15 feet along the calculated Section line and N0°18'00"E 626.50 feet from the calculated position of the East Quarter Corner of Section 25, Township 2 South, Range 1 West, Salt Lake Base & Meridian; running thence N88°54'26"W 235.77 feet; thence N01°20'55"W 20.05 feet; thence S88°53'59"E 236.63 feet; thence S01°05'30"W 20.00 feet to the point of beginning.

Contains: 4,727 square feet±

Exhibit B – Survey Exhibit of Easement Area
(see attached)





LEGEND

---	BOUNDARY
---	ROW
---	CENTERLINE
---	LOT LINE
---	EASEMENT
XX SD	XX" STORM DRAIN
XX SS	XX" SANITARY SEWER
XX W	XX" CULINARY WATER
XX P	XX" PRESSURE IRRIGATION
XXXX	CONTOUR MAJOR
XXXX	CONTOUR MINOR
Ex SS	EXIST. STORM DRAIN
Ex SS	EXIST. SANITARY SEWER
Ex W	EXIST. CULINARY WATER
Ex P	EXIST. FENCE
XXXX	EXIST. CONTOUR MAJOR
XXXX	EXIST. CONTOUR MINOR
+	SIGN
+	STREET LIGHT
+	SD MH, INLET, AND COMBO
+	SEWER MANHOLE
+	SECONDARY METER, WATER METER
+	CULINARY VALVE, TEE & BEND
+	SECONDARY VALVE, TEE & BEND
+	WATER BLOW-OFF
+	FIRE HYDRANT
+	STREET MONUMENT (TO BE SET)
+	EXIST. STREET MONUMENT
+	EXIST. SD INLET & MH
+	EXIST. SEWER MH
+	EXIST. VALVE, TEE, & BEND
+	EXIST. FIRE HYDRANT
+	SPOT ELEVATION

NOTE TO CONTRACTOR:
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY THE SURVEYOR OR CITY PRODUCED DOCUMENTS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE. IF ANY CONFLICT/DISCREPANCIES ARISE, PLEASE CONTACT THE ENGINEER OF RECORD IMMEDIATELY. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND THE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS.

20' WATER EASEMENT

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

FOCUS
ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE, SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focus-es.com

MIDVALE TOWNHOMES
7309 S 180 W, MIDVALE, UTAH
WATER PLAN

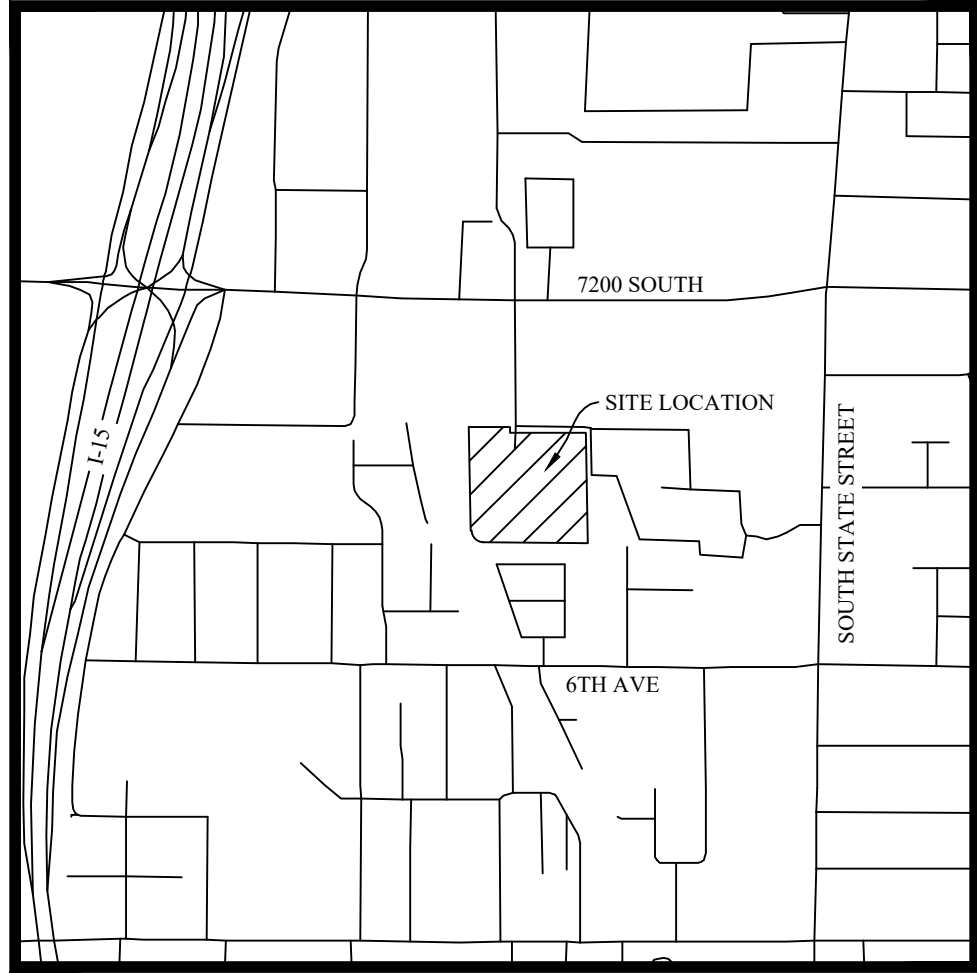
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#	DESCRIPTION
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2	
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6	

WATER PLAN

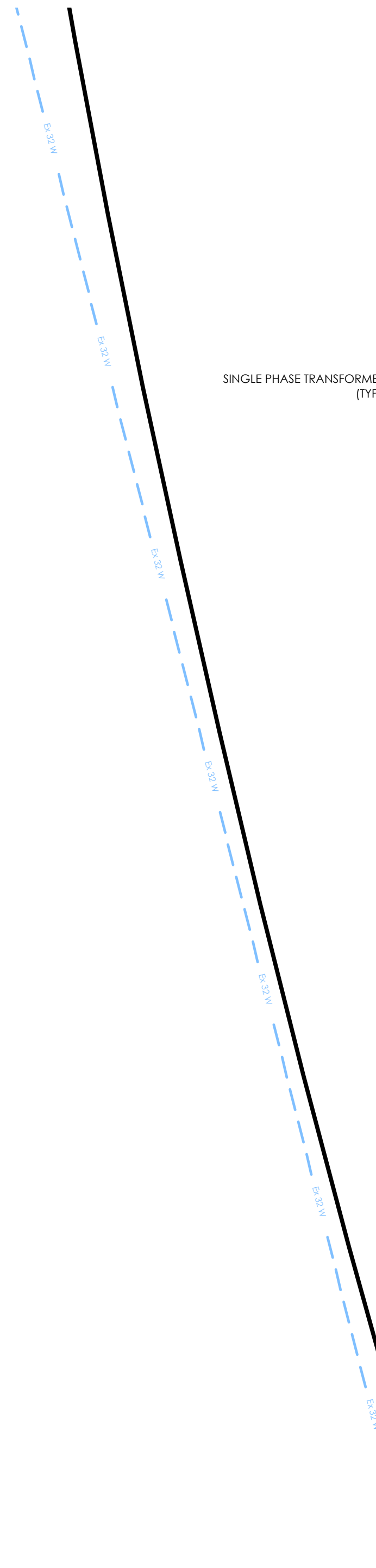
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Sheet:

Drawn: CO
Job #: 24-0330
C7.0

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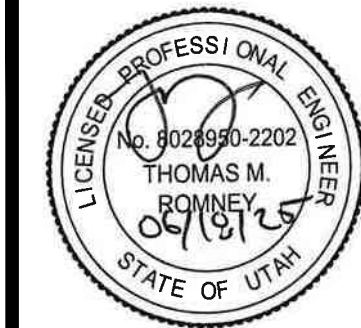
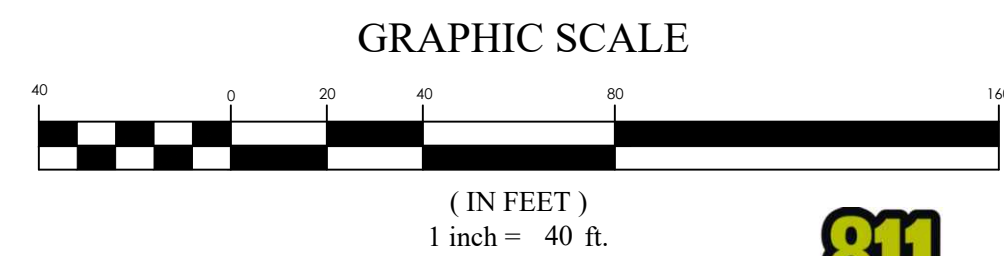


VICINITY MAP
N.T.S



- LEGEND
- BOUNDARY
 - ROW
 - CENTERLINE
 - LOT LINE
 - EASEMENT
 - XX SD XX" STORM DRAIN
 - XX SS XX" SANITARY SEWER
 - XX W XX" CULINARY WATER
 - XX P XX" PRESSURE IRRIGATION
 - XXXX CONTOUR MAJOR
 - XXXX CONTOUR MINOR
 - EXIST. STORM DRAIN
 - EXIST. SANITARY SEWER
 - EXIST. CULINARY WATER
 - EXIST. FENCE
 - EXIST. CONTOUR MAJOR
 - EXIST. CONTOUR MINOR
 - SIGN
 - STREET LIGHT
 - SD MH, INLET, AND COMBO
 - SEWER MANHOLE
 - SECONDARY METER, WATER METER
 - CULINARY VALVE, TEE & BEND
 - SECONDARY VALVE, TEE & BEND
 - WATER BLOW-OFF
 - FIRE HYDRANT
 - STREET MONUMENT (TO BE SET)
 - EXIST. STREET MONUMENT
 - EXIST. SD INLET & MH
 - EXIST. SEWER MH
 - EXIST. VALVE, TEE, & BEND
 - EXIST. FIRE HYDRANT
 - SPOT ELEVATION

NOTE TO CONTRACTOR:
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MIDVALE TOWNHOMES
7309 S 180 W, MIDVALE, UTAH
DRY UTILITY PLAN

REVISION BLOCK		DESCRIPTION
#	DATE	
1	06/12/25	06/12/25
2	06/12/25	06/12/25
3	06/12/25	06/12/25
4	06/12/25	06/12/25
5	06/12/25	06/12/25
6	06/12/25	06/12/25

DRY UTILITY PLAN	
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Date: 06/12/25	Job #: 24-0330
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