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**MIDVALE CITY COUNCIL MEETING  
AGENDA  
August 23, 2016**

**PUBLIC NOTICE IS HEREBY GIVEN** that the **Midvale City Council** will hold a regular meeting on the **23rd day of August, 2016** at Midvale City Hall, 7505 South Holden Street, Midvale, Utah as follows:

**6:30 PM  
INFORMATIONAL ITEMS**

- I. DEPARTMENT REPORTS**
- II. CITY MANAGER BUSINESS**

**7:00 PM  
REGULAR MEETING**

- III. GENERAL BUSINESS**
  - A. WELCOME AND PLEDGE OF ALLEGIANCE
  - B. ROLL CALL

- IV. PUBLIC COMMENTS**

Any person wishing to comment on any item not otherwise on the Agenda may address the City Council at this point by stepping to the microphone and giving his or her name for the record. Comments should be limited to not more than three (3) minutes, unless additional time is authorized by the Governing Body. Citizen groups will be asked to appoint a spokesperson. This is the time and place for any person who wishes to comment on non-hearing, non-Agenda items. 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.

- V. COUNCIL REPORTS**
  - A. Councilmember Paul Hunt
  - B. Councilmember Quinn Sperry
  - C. Councilmember Wayne Sharp
  - D. Councilmember Stephen Brown
  - E. Councilmember Paul Glover

- VI. MAYOR REPORT**
  - A. Mayor JoAnn B. Seghini

- VII. PUBLIC HEARING(S) - 7:00 PM**
  - A. Consider Rezoning property located between 263 East - 297 East Fort Union Boulevard from Single-Family Residential/Duplex Overlay & 7200 South Overlay to Mixed-Use/7200 South Overlay (SF1/DO & 7200 South - MU/7200 South) [*Matt Hilderman, Associate Planner*]

**ACTION: Approve an Ordinance No. 2016-O-10 rezoning property located between 263 East - 297 East Fort Union Boulevard from Single-Family Residential/Duplex Overlay & 7200 South Overlay to Mixed-Use/7200 South Overlay (SF1/DO & 7200 South - MU/7200 South**

- B. Consider Rezoning property located at 179-189 Wet 8600 South from Regional Commercial (RC) to Single Family Residential (SF-1); Watchman/Draper Rezone [*Lesley Burns, City Planner*]

**ACTION: Approve Ordinance No.2016-O-09 Rezoning property located at 179-189 Wet 8600 South from Regional Commercial (RC) to Single Family Residential (SF-1); Watchman/Draper Rezone**

**VIII. CONSENT AGENDA**

- A. Approve minutes of August 9, and 16, 2016 [*Rori Andreason, H.R. Director/City Recorder*]
- B. Set date and time [September 6, 2016 at 7:00 p.m.] for a public hearing to consider a text amendment to clarify language for parking and landscaping requirements associated with single family and duplex lots in the SF-1, SF-2, RM-12, and RM-25 zones [*Lesley Burns, City Planner*]

**IX. ACTION ITEMS**

- A. Approve **Resolution No. 2016-R-23** approving the Seminary Building Lease Agreement between Midvale City and Utah Community Action [*Lisa Garner, City Attorney*]
- B. Approve **Resolution No. 2016-R--29** Authorizing the Mayor to enter into an Agreement with Miller Paving for the Reconstruction of 9th Avenue [*Keith Ludwig, City Engineer*]

**X. DISCUSSION ITEMS**

- A. Presentation of the Recommended Midvale City General Plan 2016; Consultant Logan Simpson Design Inc. [*Lesley Burns, City Planner*]
- B. Discussion on a proposed text amendment to clarify language for parking and landscaping requirements associated with single family and duplex lots in the SF-1, SF-2, RM-12, and RM-25 zones [*Lesley Burns, City Planner*]

**XI. ADJOURN**

**XII. CALENDAR OF EVENTS**

Aug -23 Regular Meeting	Aug - 24 Planning Commission Meeting
Sept 5 - LABOR DAY	Sept 6 - Regular Council Meeting
Sept 13 - Workshop Meeting	Sept 14 - Planning Commission Meeting
Sept 20 - Regular Council Meeting	Sept 28 - Planning Commission Meeting

**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**

**A copy of the foregoing agenda was provided to the news media by email and/or fax; the agenda was posted in the City Hall Lobby, the 2<sup>nd</sup> Floor City Hall Lobby, on the City's website at [www.midvalecity.org](http://www.midvalecity.org) and the State Public Notice Website at <http://pnn.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.**

**PLEASE MAKE SURE ALL CELL PHONES ARE TURNED OFF DURING THE MEETING**

**DATE POSTED: AUGUST 19, 2016**

**RORI L. ANDREASON, MMC  
H.R. DIRECTOR/CITY RECORDER**



## MIDVALE CITY COUNCIL SUMMARY REPORT

**Meeting Date: August 23, 2016**

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### **SUBJECT:**

Public Hearing on a Rezone request from Single-Family Residential/Duplex Overlay & 7200 South Overlay to Mixed-Use/7200 South Overlay (SF1/DO & 7200 SO – MU/7200 SO) located between 263 East – 297 East Fort Union Boulevard

Proposed Ord. No. 2016-O-10

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### **SUBMITTED BY:**

Matt Hilderman, Associate Planner

### **SUMMARY:**

This rezone proposal is being requested for the purpose of building a three-story medical and retail office building identified as the Fort Union Medical Plaza. This property is approximately 1.61 acres in size and includes several existing single-family residences and associated accessory structures. This proposal will require a rezone from SF-1/DO and 7200 SO to MU/7200 SO.

The applicant Quinn Millet has proposed to construct 18,003 sq. ft. of medical office use and 1,320 sq. ft. of medical retail use. The building has provided entrances along 7200 South, 300 East, and the rear of the building and has incorporated pedestrian connections throughout the site. The existing access points along 7200 South and 300 East will continue to remain with a proposed 24-foot wide driveway access traversing through the site and the applicant has also proposed a 16 ½ foot-wide drop-off area along 7200 South for inpatient/outpatient services.

Each elevation includes a combination of brick veneer, windows and doors, stucco, a solar screen wall, a brise-soleil shade system, and a large expanse of window and door openings oriented towards 7200 South and 300 East. The height of the building varies between 34' ¾" to 43' 8 ¾" and in some sections exceeds the maximum height limitation of 35-feet. The planning commission may grant minor exceptions to the height maximums, in writing, for mixed-use developments and found that the height increase of the overall office building is appropriate based on the overall operation of the structural features, the use of equivalent materials being proposed and design merit, and approved the height increase.

The applicant has provided a total of 23.2% landscaping, exceeding the 10% minimum landscaping requirement. There are existing fencing types separating these properties that are proposed to be removed and installation of an 8-foot masonry wall to provide buffering between the commercial and permanent residential uses to the North and West. A medical office use requires 5 stalls per 1,000 square feet of leasable building area and 3 stalls per 1,000 square feet of leasable building area for retail and service commercial uses. The applicant has provided 94 parking stalls on-site and included the required perimeter landscaping and interior parking lot landscaping.

The Fire Marshall and City Engineer have reviewed and approved the preliminary development layout. Detailed construction drawings shall be reviewed and approved as part of the final site plan application.

In order for this development to proceed as proposed, the following approvals are required from the City:

1. A rezone of the entire property from SF1/DO & 7200 SO to MU/7200 SO.
2. Site plan approval of the medical and retail office building.

### **General Plan and Rezone**

The entire property is approximately 1.61 acres (70,131.60 sq. ft.) in size. This area is currently designated as mixed use on the General Plan Proposed Land Use Map and is zoned single-family residential with a duplex overlay and a 7200 South overlay. These properties are located within the 7200 South overlay zone which was created to facilitate the transition of the 7200 South corridor from residential to a mix of residential and commercial uses. This proposal is consistent with the General Plan and the development requirements of the mixed use and 7200 South overlay zone districts. These properties are surrounded by existing single-family developments to the North, South, East and West, and pockets of mixed use development and multifamily residential development to the South. Copies of the current Zoning Map and General Plan Proposed Land Use Map are attached.

Under Section 17-3-1 of the Zoning Ordinance, the Planning Commission may recommend, and the City Council may grant, a rezoning application if it determines the rezoning is consistent with the goals and policies of the Midvale City General Plan, and the following:

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

The applicant believes the medical building proposal is a viable use for the property that will provide a service to the community, maintain a continuation of an orderly development pattern, fit into the community by alleviating nuisances and maintenance concerns, and be an enhancement to the area. This request allows in-fill development opportunities of an area that could otherwise remain underutilized and furthers the City goal to provide adequate separation between commercial and residential uses.

### **Planning Commission Recommendation**

The Planning Commission reviewed the rezone request and conducted a public hearing on Wednesday, July 13, 2016. The Planning Commission reviewed the submitted information and public comment. It was the Planning Commission's decision to forward a positive recommendation concerning the rezone request with the following motion:

*“Based on compliance with the General Plan and Zoning Ordinance, I move that we forward a positive recommendation to the City Council to rezone the properties between 263 East – 297 East 7200 South from SF-1 with a Duplex Overlay and 7200 South Overlay to Mixed-Use with a 7200 South Overlay with the following condition:*

1. *Development on the property shall occur in a manner consistent with the attached site plan.”*

Adoption of an ordinance is required for all rezones. If the City Council decides to approve the rezone as requested, an ordinance has been prepared to accomplish this, proposed Ordinance No. 2016-O-10.

**FISCAL IMPACT:** N/A

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**STAFF RECOMMENDATION:**

In reviewing this application and the above criteria, the City Council shall consider the appropriateness of this rezone request and determine a final decision on this legislative change request. Staff believes this proposal is a feasible use for the property by providing a service to the community, maintaining a continuation of an orderly development pattern, and being an enhancement to the area. This request allows in-fill development opportunities of an area that could otherwise remain underutilized and furthers the City goal to provide adequate separation between commercial and residential uses.

**RECOMMENDED MOTION:**

**Option 1:**

*“Based on compliance with the Midvale City General Plan and Zoning Ordinance, I move that we adopt Ordinance No. 2016-O-10, rezoning approximately 1.61 acres of property located between 263 East – 297 East 7200 South, as specifically described in the ordinance, from SF-1 with a Duplex Overlay and 7200 South Overlay to Mixed-Use with a 7200 South Overlay.”*

**Option 2:**

*“For the following reasons, I move that we deny the request to rezone the property located between 263 East – 297 East 7200 South:*

- 1. . . . .*
- 2. . . . .*
- 3. . . . .”*

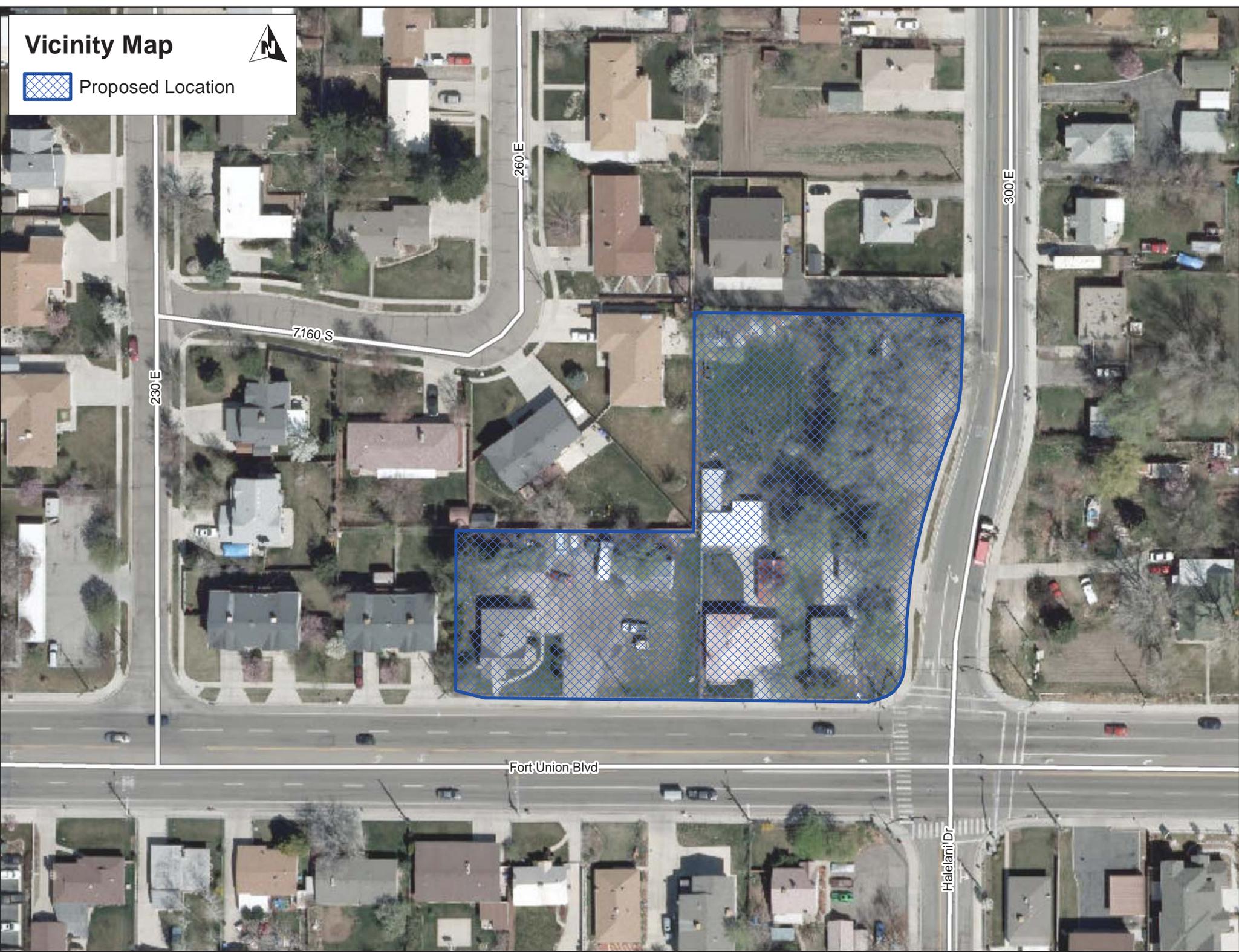
**Attachments:**

- Vicinity Map
- Proposed Conceptual Plan
- Applicant Submittal
- General Plan Land Use Map
- Zoning Map
- Ordinance No. 2016-O-10

# Vicinity Map



Proposed Location



230 E

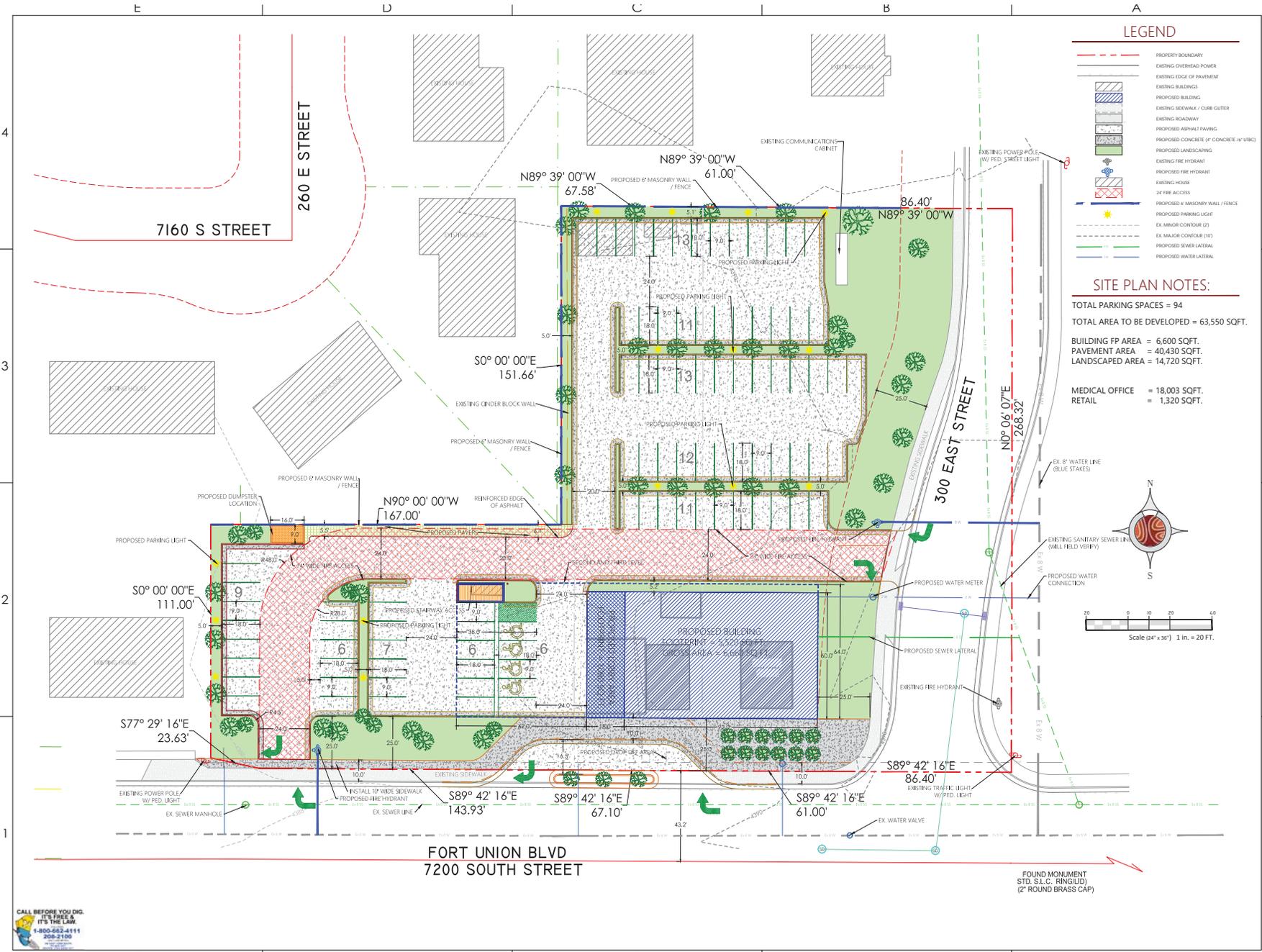
7160 S

260 E

300 E

Fort Union Blvd

Halelani Dr



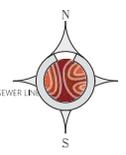
**LEGEND**

- PROPERTY BOUNDARY
- EXISTING OVERHEAD POWER
- EXISTING EDGE OF PAVEMENT
- EXISTING BUILDINGS
- PROPOSED BUILDING
- EXISTING SIDEWALK / CURB GUTTER
- EXISTING ROADWAY
- PROPOSED ASPHALT PAVING
- PROPOSED CONCRETE (4" CONCRETE 4" URCS)
- PROPOSED LANDSCAPING
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING HOUSE
- 1/4" FIRE ACCESS
- PROPOSED 6" MASONRY WALL / FENCE
- PROPOSED PARKING LIGHT
- EX MINOR CONTOUR (2)
- EX MAJOR CONTOUR (10)
- PROPOSED SEWER LATERAL
- PROPOSED WATER LATERAL

**SITE PLAN NOTES:**

TOTAL PARKING SPACES = 94  
 TOTAL AREA TO BE DEVELOPED = 63,550 SQFT.  
 BUILDING FP AREA = 6,600 SQFT.  
 PAVEMENT AREA = 40,430 SQFT.  
 LANDSCAPED AREA = 14,720 SQFT.

MEDICAL OFFICE = 18,000 SQFT.  
 RETAIL = 1,320 SQFT.



**FLORES - SAHAGUN ARCFLO+**

a visionary design firm

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 84111, Utah

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 F 801 320 9774

E projects@fs-arcflo.com  
 www.fs-arcflo.com

**CONSULTANT INFO:**

**JOHANSON ENGINEERING**  
 CIVIL • PLANNING • SURVEYING

1300 EAST 2150 SOUTH SUITE 300  
 SALT LAKE CITY, UTAH  
 PHONE (801) 229-9843

**PROFESSIONAL REGISTRATION:**

**PREPARED FOR:**

**QUINN MILLET**

**PROJECT LOCATION:**

**7200 SOUTH 300 EAST**

**JP CODE:**

**84047**

**PROJECT TITLE:**

**CASE STUDY - 7200**

**PROJECT ID #:**

**C-Xx,xxxA-16**

**ISSUE DATE:**

**6/21/2016**

**REVIEWED BY:**

INITIALS	DATE

**REVISIONS:**

MARK	DATE	DESCRIPTION

**PHASE:**

**SHEET TITLE:**

**SITE PLAN**

**SCALE:**

**SHEET NUMBER:**

**C-02**







# Ft. UNION MEDICAL PLAZA - A Mixed-Use Professional Development

7200 South 300 East / Midvale City, Utah

**FLORES -  
SAHAGUN  
ARCFLO +**  
a visionary design firm

SALT LAKE CITY  
257 EAST 200 SOUTH, SUITE 525  
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# Ft. UNION MEDICAL PLAZA - A Mixed-Use Professional Development

7200 South 300 East, Midvale City, Utah

**FLORES -  
SAHAGUN  
ARCFLCO**  
a visionary design firm

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# Ft. UNION MEDICAL PLAZA - A Mixed-Use Professional Development

7200 South 300 East - Midvale City, Utah

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UNION MEDICAL PLAZA

OPTICS

2019

# Ft. UNION MEDICAL PLAZA - A Mixed-Use Professional Development

7200 South 300 East, Midvale City, Utah

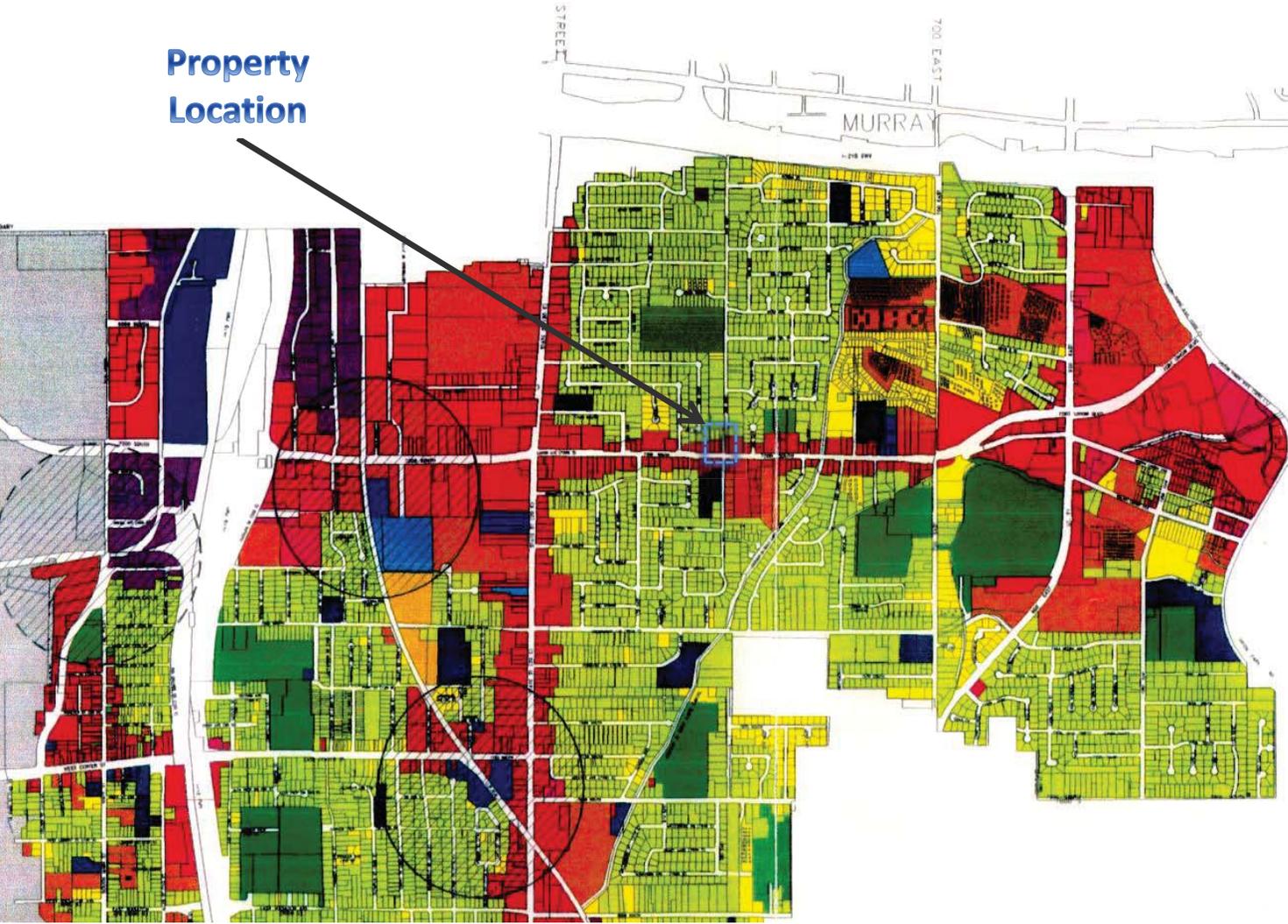
**FLORES -  
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Property  
Location



# MIDVALE CITY GENERAL PLAN PROPOSED LAND USE MAP

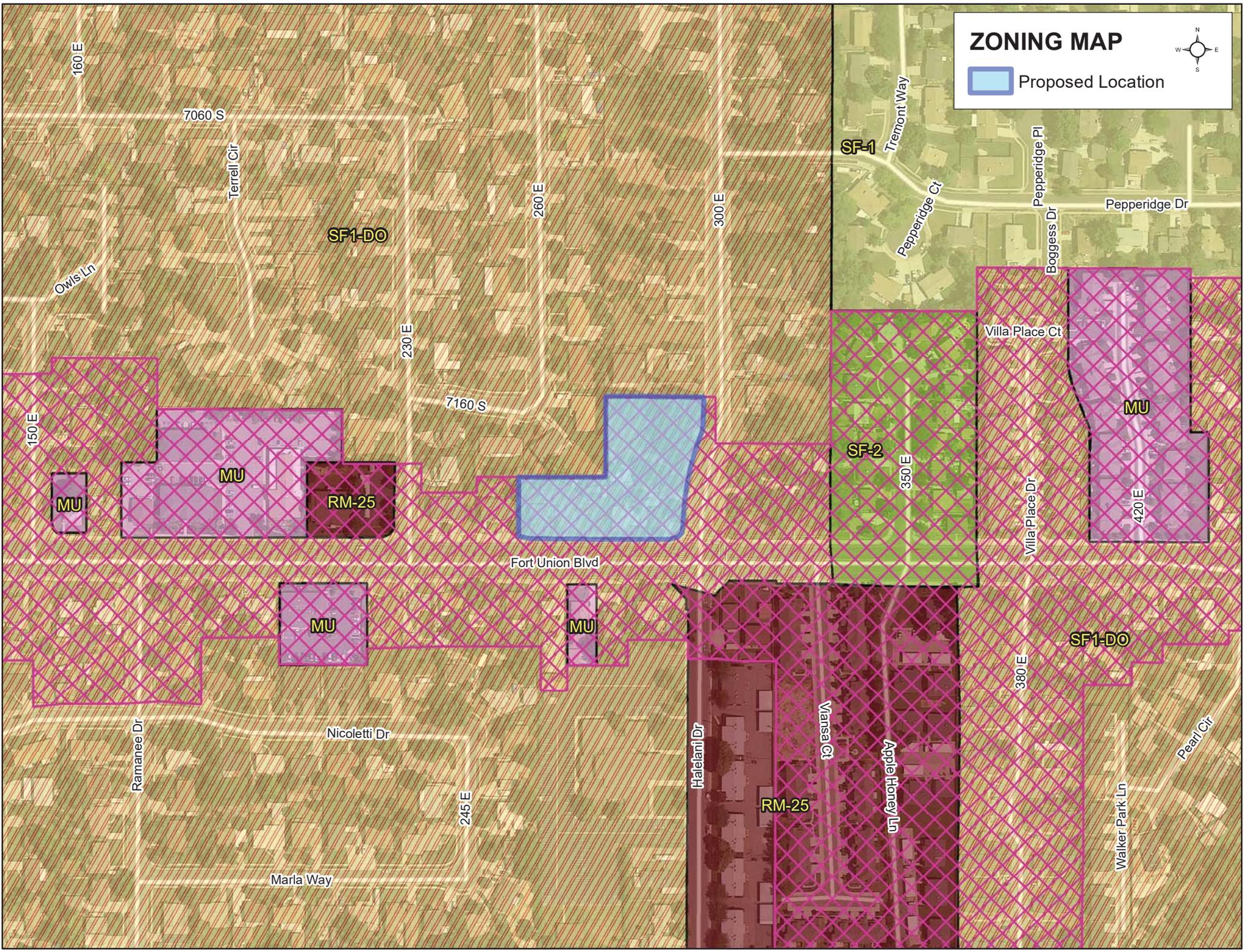
## LEGEND

- RESIDENTIAL (LOW)
- RESIDENTIAL (MEDIUM)
- RESIDENTIAL (HIGH)
- RESIDENTIAL (MOBILE HOME PARK)
- OFFICE
- MIXED USE
- COMMERCIAL
- GOVERNMENT AND PUBLIC AGENCIES
- HEALTH FACILITIES
- SCHOOLS
- CHURCHES
- PARKS AND OPEN SPACE
- INDUSTRIAL
- UTILITY
- SEE ALTERNATIVES FOR PROPOSED LAND USE
- APPROXIMATE POSSIBLE REDEVELOPMENT AREAS
- CIVIC CENTER/TOWN CENTER

# ZONING MAP



 Proposed Location



**ORDINANCE NO. 2016-O-10**

**AN ORDINANCE REZONING APPROXIMATELY 1.61 ACRES OF PROPERTY LOCATED BETWEEN 263 EAST – 297 EAST FORT UNION BOULEVARD FROM SINGLE-FAMILY RESIDENTIAL WITH A DUPLEX OVERLAY AND 7200 SOUTH OVERLAY (SF1/DO & 7200 SO) TO MIXED-USE WITH A 7200 SOUTH OVERLAY (MU/7200 SO); ALSO PROVIDING A SAVING CLAUSE AND AN EFFECTIVE DATE FOR THE ORDINANCE.**

**WHEREAS**, pursuant to Sections 10-9a-501 through 10-9a-503 Utah Code, the City has authority to make and amend a zoning plan which divides the City into zoning districts and within those districts to regulate the erection, construction, reconstruction, alteration, and uses of buildings and structures and the uses of land; and

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

**WHEREAS**, the Planning Commission held a public hearing on July 13, 2016, which meeting was preceded by notice of publication in the Salt Lake Tribune and Deseret News, on June 29, 2016, to review the request for rezone; and

**WHEREAS**, the Planning Commission held a public meeting on July 13, 2016 to review the requested information and written public comments, and, after considering all of the information received, made a recommendation thereon to the City Council; and

**WHEREAS**, the City Council of Midvale City, Utah held a public hearing on August 23, 2016, which meeting was preceded by notice by publication in the Salt Lake Tribune and Deseret News, on August 9, 2016; and

**WHEREAS**, after taking into consideration citizen testimony, planning and demographic data, the desires of the owners of the property and the Planning Commission's recommendation as part of its deliberations, the City Council determined the rezoning of said property is appropriate, is consistent with the Midvale City General Plan, promotes the health and general welfare of the City, is compatible with the surrounding neighborhood, and fulfills the needs of the City as a whole.

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

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

The properties (Parcel No's. 22-30-128-035; 22-30-128-037; 22-30-128-038; and 22-30-128-039) described in Exhibit A attached hereto and by this reference made a part hereof, which properties are located between 263 East – 297 East Fort Union Boulevard, Midvale, Utah, and is currently zoned Single-Family Residential/Duplex Overlay and 7200 South Overlay (SF1/DO & 7200 SO) shall be zoned Mixed-Use/7200 South Overlay (MU/7200 SO).

ZONING PRIOR TO EFFECTIVE DATE OF THIS ORDINANCE:

Single-Family Residential/Duplex Overlay & 7200 South Overlay (SF1/DO & 7200 SO)

ZONING AFTER EFFECTIVE DATE OF THIS ORDINANCE:

Mixed-Use/7200 South Overlay (MU/7200 SO)

Section 2. If any part of this ordinance or the applications thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance or the application thereof to other persons and circumstances, but shall be confined to its operation to the section, subdivision, sentence or part of the section and the persons and circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the City Council that this section would have been adopted if such invalid section, provisions, subdivision, sentence or part of a section or application had not been included.

Section 3. This ordinance shall be effective upon publication of a summary thereof.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

---

JoAnn B. Seghini, Mayor

ATTEST:

---

Rori Andreason, MMC  
City Recorder

Date of first publication: \_\_\_\_\_

Voting by City Council

Stephen Brown

Paul Glover

Quinn Sperry

Paul Hunt

Wayne Sharp

“Aye”

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

“Nay”

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**“EXHIBIT A”**  
(Ordinance No. 2016-O-10)

**REZONE APPROXIMATELY 1.61 ACRES OF PROPERTY LOCATED BETWEEN 263 EAST – 297 EAST FORT UNION BOULEVARD FROM SINGLE-FAMILY RESIDENTIAL WITH A DUPLEX OVERLAY AND 7200 SOUTH OVERLAY (SF1/DO & 7200 SO) TO MIXED-USE WITH A 7200 SOUTH OVERLAY (MU/7200 SO):**

Legal Descriptions

**Parcel #22-30-128-035**

BEGINNING AT A POINT IN THE CENTER LINE OF 7200 SOUTH STREET, SAID POINT BEING 216.15 FEET NORTH 89°39' WEST AND 1220.03 FEET SOUTH FROM THE NORTH QUARTER CORNER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN; AND RUNNING THENCE NORTH 89°42'16" WEST 167.0 FEET; THENCE NORTH 160 FEET; THENCE EAST 167.0 FEET; THENCE SOUTH 160.87 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

BEGINNING AT A POINT IN THE CENTER LINE OF 7200 SOUTH STREET, SAID POINT BEING 216.15 FEET (BY DEED BUT 216.60 FEET BY MEASUREMENT) NORTH 89 39' 00" WEST AND 1220.03 FEET (BY DEED BUT 1220.07 FEET BY MEASUREMENT) SOUTH FROM THE NORTH QUARTER CORNER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°42'16" WEST 167.00 FEET; THENCE NORTH 49.00 FEET; THENCE SOUTH 77°29'16" EAST 23.63 FEET; THENCE SOUTH 89°42'16" EAST 143.93 FEET; THENCE SOUTH 44.00 FEET TO THE POINT OF BEGINNING

**Parcel #22-30-128-037**

BEGINNING SOUTH 1210 FEET AND WEST 155.15 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN; THENCE WEST 61 FEET; THENCE NORTH 302.5 FEET; THENCE EAST 61 FEET; THENCE SOUTH 302.5 FEET TO THE POINT OF BEGINNING.

**Parcel #22-30-128-038**

COMMENCING 155.15 FEET WEST AND 907.5 FEET SOUTH FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE EAST 61 FEET; THENCE SOUTH 346.5 FEET; THENCE WEST 61 FEET; THENCE NORTH 346.5 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE PROPERTY CONVEYED BY WARRANTY DEED TO SALT LAKE COUNTY, RECORDED FEBRUARY 11, 1998, AS ENTRY No 6861521 IN BOOK 7877 AT PAGE 2855 IN THE SALT LAKE COUNTY RECORDER'S OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

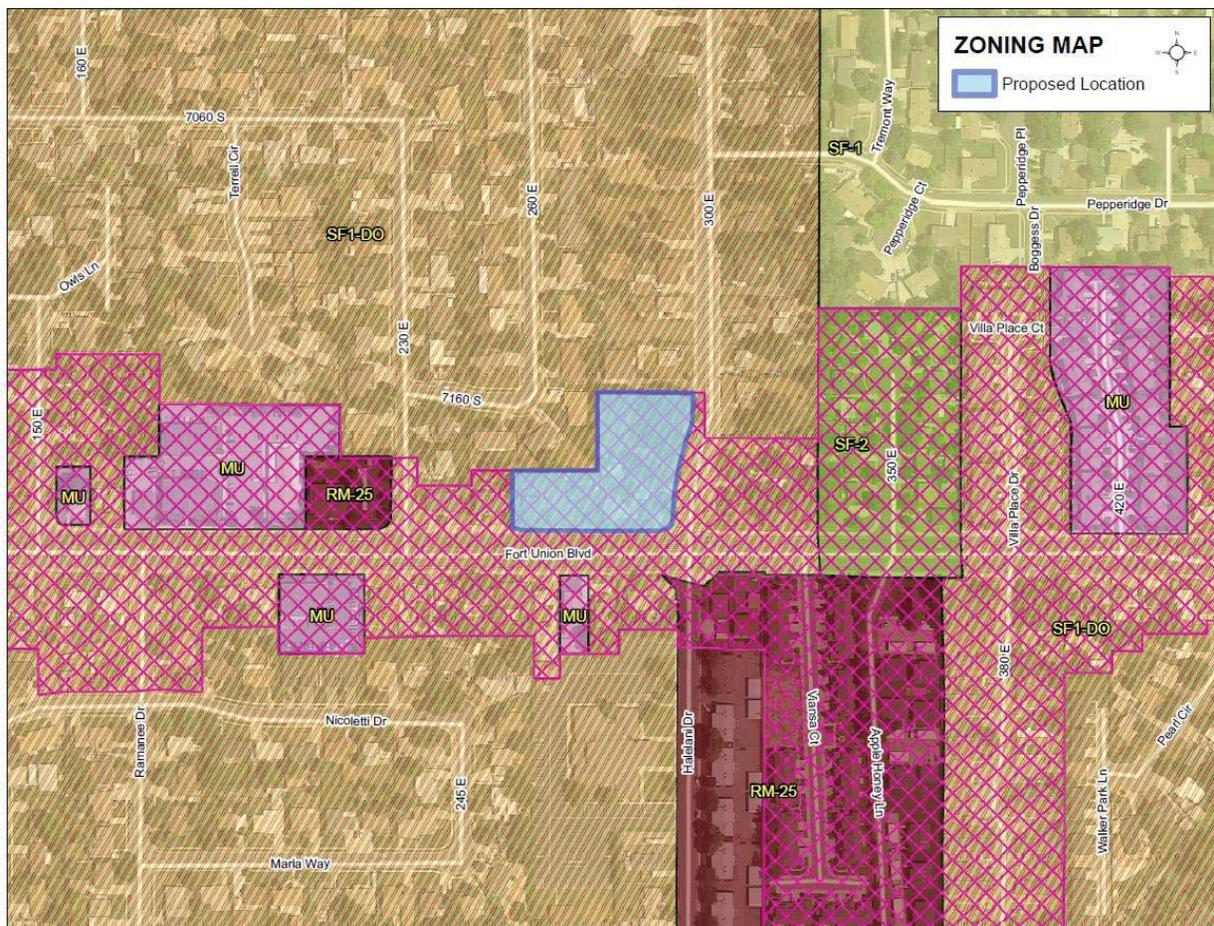
BEGINNING AT A POINT IN THE CENTER OF 7200 SOUTH STREET, SAID POINT BEING 155.15 FEET (BY DEED BUT 155.60 FEET BY MEASUREMENT) WEST (HIGHWAY BEARING NORTH 89 DEG. 39'00" WEST) AND 907.5 FEET (BY DEED BUT 907.13 FEET BY MEASUREMENT) SOUTH AND 61.00 FEET EAST AND 346.5 FEET (BY DEED BUT 313.20 FEET BY MEASUREMENT) SOUTH FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE WEST (HIGHWAY BEARING NORTH 89 DEG. 42'16" WEST) 61.00 FEET; THENCE NORTH 44.00 FEET, THENCE SOUTH 89 DEG, 42'16' EAST 61.00 FEET; THENCE SOUTH 44.00 FEET TO THE POINT OF BEGINNING.

**Parcel #22-30-128-039**

A PARCEL OF LAND FOR HIGHWAY PURPOSES, KNOWN AS PROJECT No. CR-204 (2) BEING THE ENTIRE TRACT OF PROPERTY LOCATED IN THE NORTHEAST QUARTER OF NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID ENTIRE TRACT ARE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 94.15 FEET WEST AND 907.5 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE EAST 86.4 FEET; THENCE SOUTH 346.5 FEET, ACRE OR LESS; THENCE WEST 86.4 FEET; THENCE NORTH 346.5 FEET, ACRE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL CONTAINS 29,937.6 SQUARE FEET OR 0.687 ACRE, ACRE OR LESS, OF WHICH 0.2919 ACRE IS NOW OCCUPIED BY THE EXISTING HIGHWAY.





## MIDVALE CITY COUNCIL SUMMARY REPORT

August 23, 2016

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### **SUBJECT:**

Public Hearing on Rezone request from Regional Commercial to Single Family Residential (SF-1) on two parcels located at 179 and 189 West 8600 South

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### **SUBMITTED BY:**

Lesley Burns, City Planner

### **SUMMARY:**

The applicants, Lawrence Watchman and David Draper, are requesting that their two properties located at 179 and 189 West 8600 South be rezoned from Regional Commercial (RC) to Single Family Residential (SF-1). These properties each have a single family house and are each approximately 0.30 acres in size. The applicants are making this request in order to have zoning that matches the existing use on the properties, and to be able to make residential improvements.

Under Section 17-3-1 of the Zoning Ordinance, the Planning Commission may recommend, and the City Council may grant, a rezoning application if it determines the rezoning is consistent with the goals and policies of the Midvale City General Plan, and the following:

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

The General Plan Proposed Land Use Map designates these properties as a low density residential use. The current RC zoning designation is not consistent with the General Plan Proposed Land Use Map; the proposed rezone to SF-1 would make the zoning on the properties consistent with the current land use designation. The property directly east, although zoned RC, is currently being used as single family residential. The property directly west has been recently rezoned to SF-1. With the exception of the properties to the west of 193 West 8600 South, 8600 South is primarily a single family residential neighborhood west of the canal near State Street to

Harrison Street. 8600 South functions and is designed as a neighborhood road. The location is not conducive to most commercial uses with its lack of visibility and traffic. It is better suited for residential type development.

**Planning Commission Recommendation**

The Planning Commission conducted a public hearing and discussed this request on July 27, 2016. At this meeting, the Planning Commission forwarded the following motion to the City Council for its consideration:

*“Based on compliance with the Midvale City General Plan and existing development in the area and on these properties, I move that we forward a positive recommendation to the City Council to rezone the properties at 179 and 189 West 8600 South from Regional Commercial (RC) to Single Family Residential (SF-1).”*

Adoption of an ordinance is required for all rezones. If the City Council decides to approve the rezone as requested, an ordinance has been prepared to accomplish this. Proposed Ordinance No. 2016-O-09 is attached.

**FISCAL IMPACT:** N/A

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**STAFF RECOMMENDATION:**

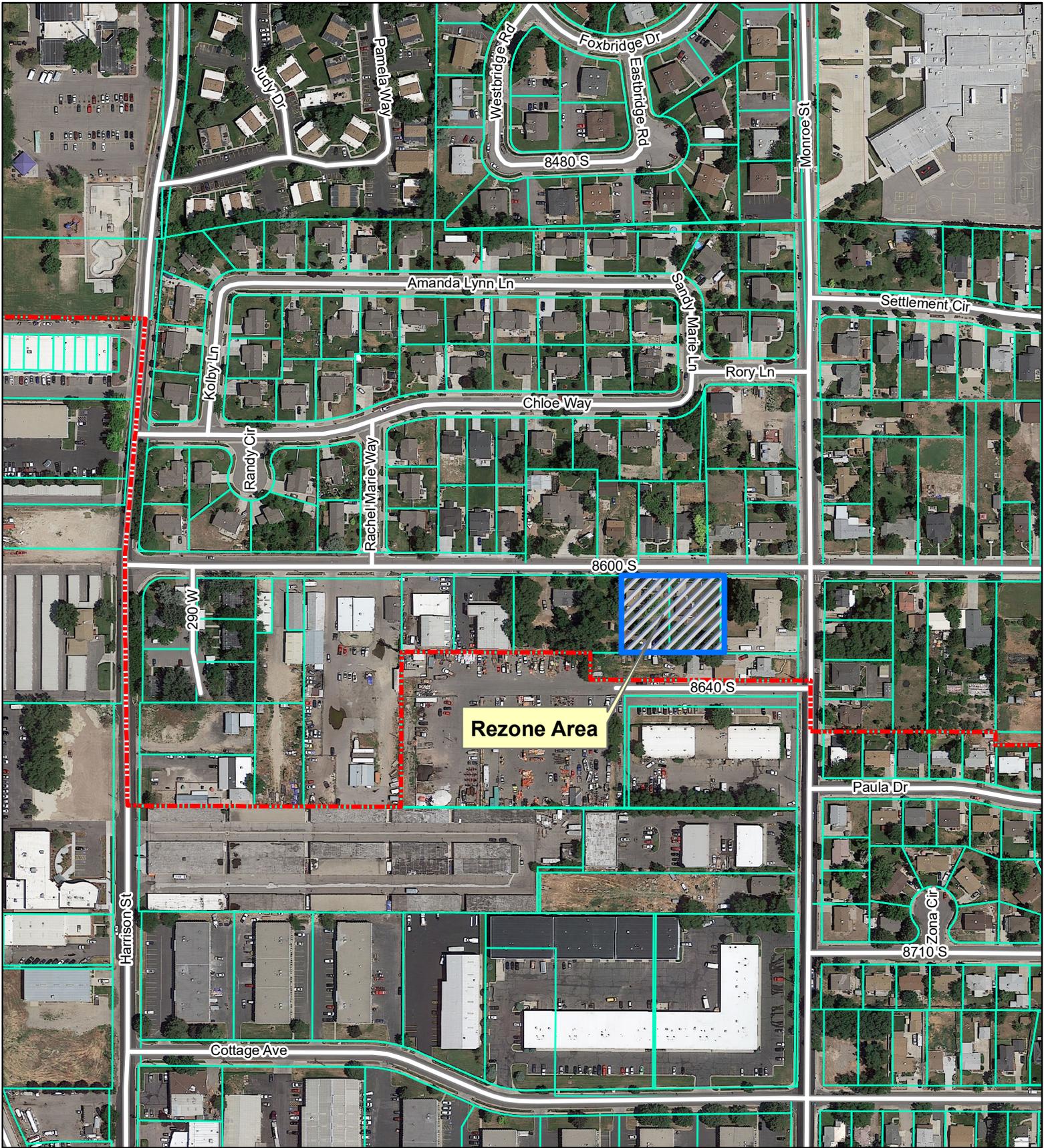
Staff agrees with the Planning Commission’s recommendation and recommends the requested rezone be approved through the adoption of Ordinance No. 2016-O-09.

**RECOMMENDED MOTION:**

*“Based on the Planning Commission’s recommendation, I move that we adopt Ordinance No. 2016-O-09 rezoning the two parcels located at 179 and 189 West 8600 South from Regional Commercial to Single Family Residential (SF-1).”*

**Attachments:**

- Vicinity Map
- General Plan Proposed Land Use Map
- Zoning Map
- Proposed Ordinance No. 2016-O-09



**179-189 West 8600 South**

FIGURE 4-6



# MIDVALE CITY GENERAL PLAN

## PROPOSED LAND USE MAP

### LEGEND

- RESIDENTIAL (LOW)
- RESIDENTIAL (MEDIUM)
- RESIDENTIAL (HIGH)
- RESIDENTIAL (MOBILE HOME PARK)
- OFFICE
- MIXED USE
- COMMERCIAL
- GOVERNMENT AND PUBLIC AGENCIES
- HEALTH FACILITIES
- SCHOOLS
- CHURCHES
- PARKS AND OPEN SPACE
- INDUSTRIAL
- UTILITY
- SEE ALTERNATIVES FOR PROPOSED LAND USE
- APPROXIMATE POSSIBLE REDEVELOPMENT AREAS
- CIVIC CENTER/TOWN CENTER

- EXISTING TRAX STATION
- PROPOSED TRAX STATION AND 1/4 MILE TRANSIT ORIENTED DEVELOPMENT POTENTIAL



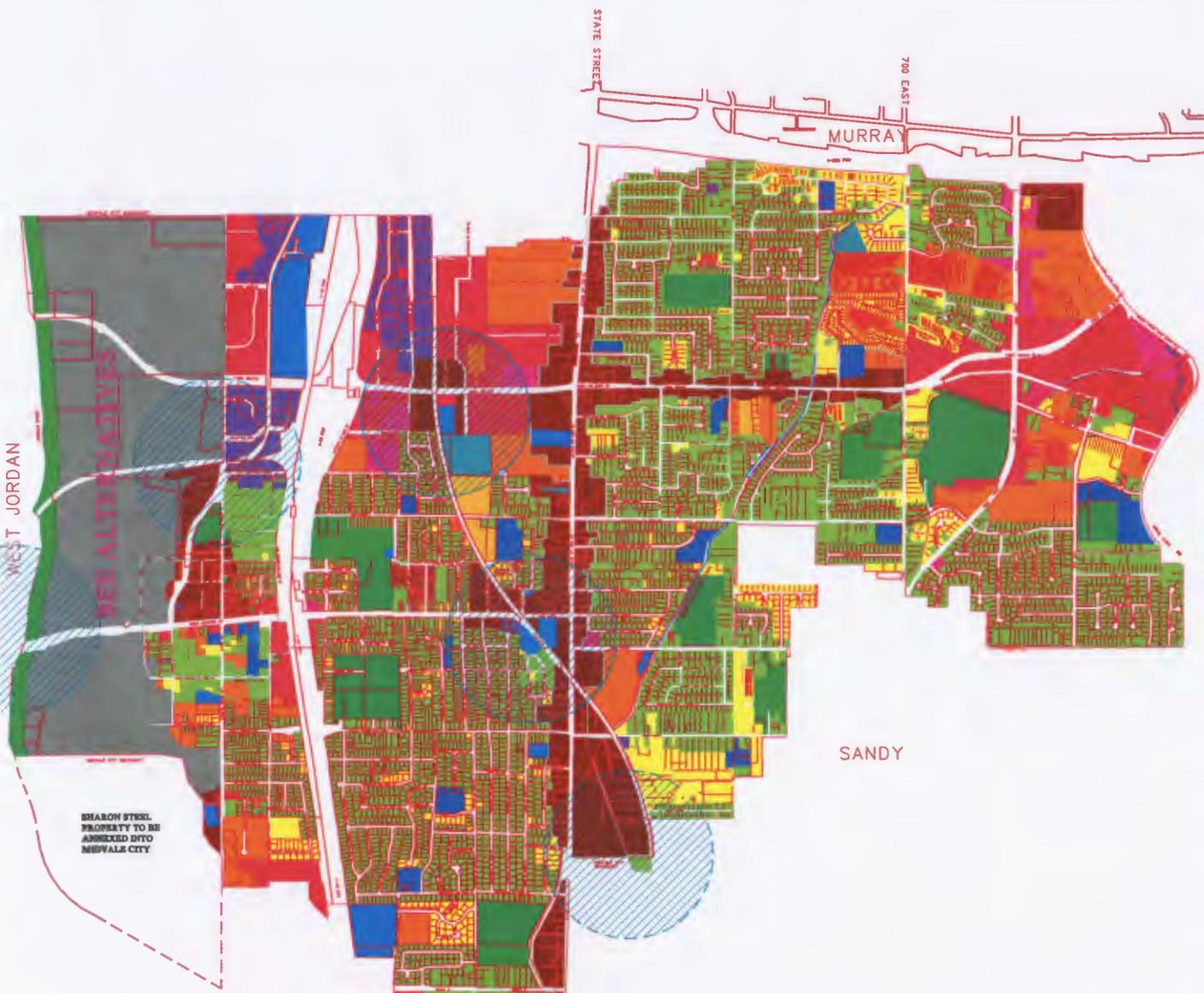
APRIL 2000



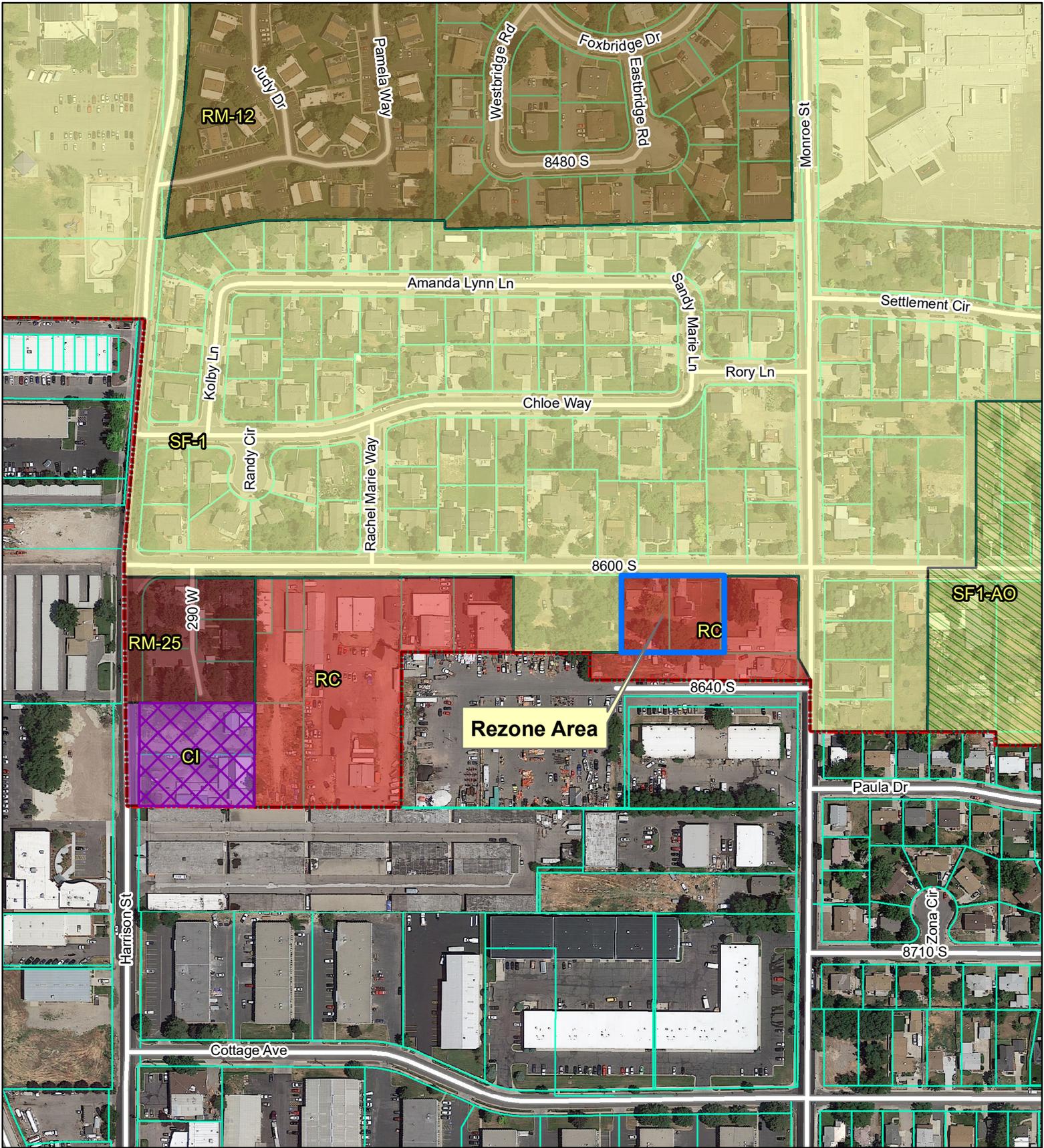
**LANDMARK ARCHITECTURE AND ARTS PLAN**

**DESIGN**

2004 DESIGN TEAM  
 2002 LAND USE  
 2002 DESIGN  
 2000 (REV.) CIVIL ENGINEER  
 2002 (REV.) CIVIL ENGINEER



Rezone Area



**179-189 West 8600 South**

**ORDINANCE NO. 2016-O-09**

**AN ORDINANCE REZONING TWO PARCELS LOCATED AT 179 AND 189 WEST 8600 SOUTH (LOTS 2 AND 3 OF THE JAYNE'S PLACE PHASE 2 SUBDIVISION) FROM THE REGIONAL COMMERCIAL ZONE TO THE SINGLE FAMILY RESIDENTIAL (SF-1) ZONE; ALSO PROVIDING A SAVING CLAUSE AND AN EFFECTIVE DATE FOR THE ORDINANCE.**

**WHEREAS**, pursuant to Sections 10-9a-501 through 10-9a-504 Utah State Code, the City has the authority to make and amend a zoning plan which divides the City into zoning districts and within those districts to regulate the erection, construction, re-construction, alteration, and uses of buildings and structures and the uses of land to promote the prosperity, improve the morals, peace and good order, comfort, convenience, and aesthetics of the municipality; and

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

**WHEREAS**, the Planning Commission held a public hearing on July 27, 2016, which meeting was preceded by notice by publication in the Salt Lake Tribune on July 13, 2016, to review the request for rezoning the property and has made a recommendation thereon to the City Council; and

**WHEREAS**, the City Council of Midvale City, Utah held a public hearing on August 23, 2016, which meeting was preceded by notice by publication in the Salt Lake Tribune, on August 9, 2016, and has taken into consideration citizen testimony, planning and demographic data, the desires of the owners of the property and the Planning Commission's recommendation as part of its deliberations; and

**WHEREAS**, the City Council found that rezoning of said property is appropriate, in that it complies with the Midvale City General Plan and existing development on the property, and it is compatible with and in the best interests of the particular neighborhood involved.

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

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

The properties (Parcel 27-01-201-057 and Parcel 27-01-201-057) described in Exhibit A attached hereto and by this reference made a part hereof, which properties are located at 179 and 189 West 8600 South, Midvale, Utah and are currently zoned Regional Commercial, shall be zoned Single Family Residential (SF-1).

ZONING PRIOR TO EFFECTIVE DATE OF THIS ORDINANCE:

Regional Commercial

ZONING AFTER EFFECTIVE DATE OF THIS ORDINANCE:

Single Family Residential (SF-1)

Section 2. If any part of this ordinance or the applications thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance or the application thereof to other persons and circumstances, but shall be confined to its operation to the section, subdivision, sentence or part of the section and the persons and circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the City Council that this section would have been adopted if such invalid section, provisions, subdivision, sentence or part of a section or application had not been included.

Section 3. This ordinance shall be effective upon publication of a summary thereof.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
JoAnn B. Seghini, Mayor

ATTEST:

\_\_\_\_\_  
Rori Andreason, MMC  
City Recorder

Date of first publication: \_\_\_\_\_

Voting by City Council	“Aye”	“Nay”
Stephen Brown	_____	_____
Paul Glover	_____	_____
Paul Hunt	_____	_____
Wayne Sharp	_____	_____
Quinn Sperry	_____	_____

**“EXHIBIT A”**  
(Ordinance No. 2016-O-09)

**REZONE TWO PARCELS FROM THE REGIONAL COMMERCIAL ZONE TO THE SINGLE FAMILY RESIDENTIAL (SF-1) ZONE:**

ALL OF LOT 2, JAYNE’S PLACE PHASE 2 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN BOOK 2013P AT PAGE 123 IN THE SALT LAKE COUNTY RECORDER’S OFFICE.

And

ALL OF LOT 3, JAYNE’S PLACE PHASE 2 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN BOOK 2013P AT PAGE 123 IN THE SALT LAKE COUNTY RECORDER’S OFFICE.



## CITY COUNCIL MEETING

### *Minutes*

**Tuesday, August 9, 2016**  
**Council Chambers**  
**7505 South Holden Street**  
**Midvale, Utah 84047**

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**MAYOR:** Mayor JoAnn B. Seghini

**COUNCIL MEMBERS:** Council Member Wayne Sharp  
Council Member Stephen Brown  
Council Member Paul Glover  
Council Member Paul Hunt  
Council Member Quinn Sperry

**STAFF:** Kane Loader, City Manager; Phillip Hill, Assistant City Manager/Community Development Director; Laurie Harvey, Assistant City Manager/Admin. Services Director; Rori Andreason, H.R. Director/City Recorder; Lisa Garner, City Attorney; Stephen Black, Public Works; Lt. Kim Burgon, UPD Midvale Precinct; Sgt. Jason Norton, UPD Midvale Precinct; Lesley Burns, City Planner; Michelle Henderson, Court Administrator; Annaliese Eichelberger, RDA Project Manager; Christopher Butte, Economic Development Director; Garrett Wilcox, Legal Intern; Dustin Eberspacher, Business License Administrator; Dalin Hackett, Asst. Finance Director/City Treasurer; Dave Starkey, Senior Accountant; and Jarin Blackham, IT Manager.

Mayor Seghini called the meeting to order at 6:36 p.m.

### **I. INFORMATIONAL ITEMS**

#### **A. DEPARTMENT REPORTS**

Lt. Burgon reported on the block parties and said they went very well. She said everyone commented on how great the stage performances were as well as the fireworks.

Laurie Harvey said a letter was received from the Utah Local Governments Trust indicating the City will be receiving \$39,100 in a refund on premiums paid, which will be revenue accrued in the 2016 budget. She said there has been some turnover in the department. The Water Meter Maintenance Technician resigned and a new Water Meter Maintenance Technician has been hired. He is from Draper City and has some great experience. She is also reviewing 60 applications to replace the Utility Billing Clerk. She said Michelle Henderson would like to discuss the legal clinic.

Michelle Henderson said the clinic has been in place for two years. It has been helpful and is a huge benefit, but she feels it would be more beneficial to move it to a website. There are a lot of people who call more than once a month so this would give them resources more frequently. It's difficult for some attorneys to come into help. They have narrowed it down to five areas people have been coming in for. The website can address these types of issues and give them the resources online. The Council agreed.

Phillip Hill reported on the status of the splash pad which is proceeding slowly. He also reported that the City did not receive the funding on the swimming pool at the Copperview Recreation Center.

Danny Walz said the Bingham Junction Park is proceeding well. He discussed the demolition schedule for the Old City Hall. Currently, there is a movie being filmed in the building so when that has finished, he will proceed.

Stephen Black said Harvest Days went well. He announced that the opening in the Storm Drain Department has been filled.

Councilmember Wayne Sharp asked if there was a project on Roosevelt and Princeton. Stephen Black said he would look into it, but he hasn't heard of anything.

Councilmember Stephen Brown asked if the trees along frontage road need to be replaced. Stephen Black said he would follow-up on this issue.

## **II. CITY MANAGER'S REPORT**

Kane Loader said VECC has successfully completed the purchase of the new CAD system. This will allow all 911 responders to be on the same CAD system so there will be no more transferring calls. It will take about a year to convert everyone over. This is a huge step forward to solve problems they have been dealing with. He said the City has been participating in the Northern Utah Environmental Resource Agency garbage districts in northern Utah. There are five agencies that have come together to participate in a project to buy into a landfill operated by Southern Utah County on the west side of Utah Lake. It will be operated on public trust land and have 640 acres with the ability to add 640 acres to that project. With Trans Jordan's participation it will take care of space needed for the next 50 years. There is only 15 years of life left in the landfill in South Jordan City. It will be kept as long as possible. He feels this is a great solution for the residents. He also reported that Midvale Police Chief Tony Mason will be retiring on August 16<sup>th</sup>. He will be looking at a replacement for that position.

Mayor Seghini called the business meeting to order at 7:00 p.m.

## **III. GENERAL BUSINESS**

### **A. Welcome and Pledge of Allegiance**

**B. Roll Call** – Council Members Stephen Brown, Paul Hunt, Wayne Sharp, Quinn Sperry, and Paul Glover were present at roll call.

## **IV. PUBLIC COMMENTS**

Wade Walker, 116 W. Alta View Dr., said he's lived in Midvale for 45 years and he has been actively involved. He is concerned about the future. Stop look and listen before engaging in any more development around the UTA Trax within the City. Look into the zoning and correct the flaws and please listen to the residents as you move forward. He said he had three petitions to present to the Council that night. The first petition is a request to immediately enact a moratorium on all permit requests for development and transit oriented development zones until appropriate input from citizens can be obtained and a until a thorough analysis can be completed of all parcels of the TOD zones to determine the proper development for each parcel and so each development works together to promote efficient and sustainable development. The second petition asked for no more high rise apartment complexes next to single family homes. The third petition is showing opposition specifically to the proposed Midvale Station Apartments development as being completely out of character of the neighborhood and not in alignment with the City's intent for transit oriented development zones and also asks that if the City moves forward and approves the development, they ask for certain mitigation actions be taken to protect the surrounding neighborhoods including closing off Roosevelt Street and

implementing residential parking zones in the neighborhood. It is unfortunate that we had to resort to petitions. He questioned Mayor Seghini's involvement with developers.

The audience agreed with Mr. Walker's comments.

Deonn Anderson said she owns a property in Midvale. She said she went in on the 15<sup>th</sup> of July to get a license to operate a rental and paid \$150. The license fee is due again September 1<sup>st</sup>. No one has the authority to prorate the license fee. Mayor Seghini said the ordinance will have to be amended in order to prorate the license fee. She said when this is done, staff will contact her.

Mont Millerberg discussed an accident he was involved in on his bicycle when a car pushed him into the gutter. He asked the Council to put in bike lanes within the City. He would like bicycle lanes on Center Street, Holden Street, 7<sup>th</sup> East, 7800 South, east and west of State Street, 700 West, Princeton Street, and throughout the City.

Wade Walker said he felt it was unfortunate the Mayor would not open up the public comment to others on this same issue.

Tristin Duncan said she lives on Roosevelt Street as well. She wanted to discuss the issue of notification. The City Council and Planning Commission were required to send out notices for the public hearing. She said 300 feet did not seem an adequate amount of coverage for those that would be affected.

Kathy Reibe said she is running for State School Board District 10 and would love to represent Midvale.

Kenneth Lines, 7971 Pioneer Street, suggested texting notices to residents. He said his wife was asked to teach ESL courses at the CBC. His wife said the CBC was evicted from the seminary building and now she is teaching out of a church. He wanted to know why the CBC was evicted. Mayor Seghini said there is a building the CBC can use and Head Start will be going into the Seminary Building.

Serafina Ochoa, Utah Partners for Health, said she wanted to discuss the property on the corner of 2<sup>nd</sup> Avenue Main Street. She said Chris Butte mentioned there is interest in developing that property which would be detrimental to their services. They would like to expand their services into the dental program and will need that parking lot. The dental clinic will be open in October. She said they will be remodeling within the building.

Karl Beckstrand said his understanding of the use of the seminary building was that there was to be a health clinic located there. Kane Loader said he would be happy to meet with Mr. Beckstrand to discuss the issues involving the CBC. A meeting was scheduled.

Spencer Mears asked about the Facebook status and expressed concern that the City's Facebook had been removed.

Representative Bruce Cutler said he participated in the Harvest Days events and really enjoyed it.

Robert Joss, 790 E. Casa Blanca Circle, said the post office has his street as Casa Blanco and he would like it to be changed to Casa Blanca.

Lorraine Butler, 70 West 7500 South, thanked the Harvest Days Committee and the Arts Council for the celebration. She said she loved the park activities after the parade, and has always loved the fireworks. She said up the street from her there is a really cute fire hydrant that looks like a Dalmatian. She would love it if that could be done throughout the City. She felt the City needed to incorporate the Fort Union area. She asked about the splash pad as well as a walking trail around the park. It would be beneficial if the City could do something like that. She asked that the Council really consider what is developed in the Jordan Bluffs area. There are so many possibilities, but no high rise development.

Lorraine Walker, Olympus Street, said there could be a lot more information in the Midvale Journal. Sometimes the events are over when they receive the paper. Councilmember Wayne Sharp said he has concerns with posting the public hearings in the Journal because of the time frame for distribution.

Ken Godfrey asked what the CUE payment to Utopia was. Kane Loader and Laurie Harvey explained that these are contracts for residents. He asked what the bond payment for Utopia is. Laurie Harvey replied \$850,000. Mr. Godfrey said he will always remember the Mayor and Mr. Loader for their support of Utopia.

Brian Brown said there are no corner ramps on the streets of Roosevelt, Coolidge, and Grant. He said he has seen people in wheelchairs that can't go up and down the sidewalks. Kane Loader said the City is required to replace the ramps as major roadways are completed. Mr. Brown asked if that process could be moved up.

## V. COUNCIL REPORTS

A. **Councilmember Paul Hunt** – had nothing to report.

B. **Councilmember Quinn Sperry** – said an individual approached him about safety on the bridge going towards Gardner Village. Also the street signs with solar panels to slow traffic down. He would also like to look into texting notifications.

C. **Councilmember Stephen Brown** – agreed with Councilmember Quinn Sperry to look into texting notifications. He said the street light on Roosevelt and Marquette shines on one of the houses on the corner. He asked if anything could be done to mitigate that light.

D. **Councilmember Paul Glover** – thanked the City and citizens for Harvest Days. He thanked everyone who was in attendance that night with their petitions. He said the Council would schedule workshops to discuss the issues on the petitions so they could spend more time on them. He wanted the citizens to know that they are heard and that he will do his best to get them all involved. He said he would look at all of the TOD zones so they will be developed appropriately. He said it's great to have citizens involved.

E. **Councilmember Wayne Sharp** – agreed with Councilmember Glover. He appreciates the people who have come together as a unified group about an issue. He reported that the West Nile Virus is in a lot of the mosquitoes within the valley. It's been around for 10-15 years. Symptoms are flu like so you could have had it not even known. He recommended wearing mosquito repellent and long sleeve shirts in evening and early morning. The life cycle of a mosquito is 7-10 days in stagnant water. He said to make sure to remove any stagnant water. If there is a problem, call the Mosquito Abatement District.

## VI. MAYOR REPORT

**Mayor JoAnn B. Seghini** – had nothing to report.

**MOTION: Councilmember Stephen Brown MOVED to open a public hearing. The motion was SECONDED by Councilmember Quinn Sperry. Mayor Seghini called for discussion on the motion. There being none she called for a vote. The motion passed unanimously.**

**VII. PUBLIC HEARING(S) – 7:00 PM**

**A. CONSIDER A PRELIMINARY SUBDIVISION PLAT FOR WHITE PINES PHASE VIII; 189-193 EAST 8000 SOUTH**

Lesley Burns said Steve Brendle is proposing to extend the White Pines Phase VI master planned development to include the two single family residential properties to the west at 189-193 East 8000 South. These two properties total approximately 0.66 acres. The development proposal includes demolishing the existing homes on the properties, extending the private road in White Pines Phase VI to access six new townhouse units, and constructing three additional townhouse units with frontage on 8000 South. The plan includes extending the pedestrian walkways through the expanded area and adding a common recreation amenity area. The townhouse units are similar to those in the existing White Pines development, i.e. two stories with two-car garages.

The two single family residential properties were recently rezoned from SF-1 with an Agricultural Overlay to RM-12. The applicant is proposing to utilize the master planned development (MPD) provision in order to allow some flexibility in the setback requirements of the RM-12 zone. In order to comply with the one acre minimum project size requirement for a master planned development, the proposed development is being considered an extension of the existing development, specifically White Pines Phase VI. Based on the overall project area (the existing area of Phase VI and the proposed area of Phase VIII), which is 3.14 acres in size, and the 12 units per acre allowed in the RM-12 zone, up to ten residential units may be allowed within the expanded project area; nine new units are being proposed.

The Planning Commission conducted a public hearing and reviewed the MPD preliminary site plan for this project on June 22, 2016. At this meeting, the Planning Commission approved the MPD Preliminary site plan, with the elimination of the four parking stalls on Alpine Fir Cove, with the following conditions:

1. The applicant shall clarify the locations and amount of the common recreation amenity areas to verify the required 15% requirement is being satisfied. Additional common recreation amenity area shall be added if needed.
2. The gazebo details shall be included on the final site plan.
3. The final site plan shall include building elevations for a three unit structure, illustrating compliance with the minimum 60% brick or brick equivalent material on the front façade and 40% on the side facades, as well as earth tone colors.
4. A landscape plan documentation package shall be prepared as part of the final site plan. This plan shall include all plant materials, sizes and irrigation. The plan shall also include the following changes:
  - Include three 2-inch caliper deciduous street trees along both sides of the private road extension.
  - Add a combination of deciduous and evergreen shrubs and perennials between units and visible foundation areas.
  - Eliminate all lawn areas that are less than five feet in width and replace with planter areas.

- Ensure 25% of the trees and plant materials throughout the project area are an evergreen variety.
- 5. Extend the existing 6 foot high solid vinyl fencing around the White Pines development along the north and east side of the expanded area. This fence shall end at the front setback line of Lot 801.
- 6. All interior fencing shall be clearly shown on the final site plan. This fencing shall not encroach into front yards or common areas.
- 7. All requirements of the Fire Marshal and Building Official shall be satisfied.
- 8. Detailed construction drawings shall be reviewed and approved by the City Engineer as part of the final site plan. These plans shall include a grading and drainage plan, private road improvements, utilities, storm water improvements, street lights, etc.
- 9. The final site plan shall be prepared in accordance with Section 17-3-3 E of the Zoning Ordinance to be reviewed and approved by the City Engineer, Fire Marshal and City Planner.
- 10. The applicant shall obtain duty to serve letters for water and sewer prior to final site plan approval.

The MPD site plan does not require any specific action by the City Council.

### **Subdivision Plat**

On June 22, 2016, the Planning Commission also forwarded a positive recommendation to the City Council for approval of the preliminary subdivision plat for the White Pines Phase VIII MPD project. The subdivision plat, once recorded, will allow the individual ownership of each structure and side and rear yard as shown on the attached preliminary subdivision plat, and an equal ownership interest in all of the common areas, including the road. These common areas will be owned and maintained by the White Pines Homeowners Association. The subdivision plat requires a preliminary and final approval from the City Council. The Planning Commission's recommendation included the following conditions:

1. The applicant shall prepare a final subdivision plat to be reviewed and approved by the City Engineer and City Council.
2. Prior to the final subdivision plat approval, the applicant shall obtain final site plan approval for the master planned development.
3. The applicant shall expand the area covered by the existing declaration of covenants, conditions and restrictions for the White Pines development to include the Phase VIII area, ensuring this area becomes part of the existing homeowners association. This amended document shall be recorded concurrently with the subdivision plat.

The applicant is working on completing these items, including obtaining approval of the final site plan for the project.

Mayor Seghini opened the hearing to public comment.

Reva Norris said she lives across the street and her concern is where are they going to park? Right now they are parking on both sides of the road. She is concerned about the water supply with all the high rises on 8000 South. They do not have the water pressure they use to have.

Steven Brendle said there is a park on each phase joined by trails. He wanted to involve the community and held a meeting with the neighbors. He said they have met the parking requirements. They involved the community in a meeting and polled the residents on what they would like to see whether it was more parking or what. 93% of people said they don't want more parking. They have two parking

spaces in front of every house. Visitors may park on 8000 South at times. He said they don't have a lot of problems with parking. He discussed the fines that are imposed by the HOA for parking.

Melvina Anderson, 206 E. Tennyson Ave, said there use to be an irrigation ditch runoff behind her house. The developer ran a big pipe in the ditch. She asked about runoff water and what can be done.

Steven Brendle said the civil engineer and the City Engineer are very strict about those issues. His civil engineer has talked with the ditch master about that particular spot. It needs to be cleaned out periodically. He said he would work very closely with the City Engineer regarding the runoff.

Annette McMullin, 212 E. White Spruce Cove, said there is a certain portion of the green space that has to be provided. The existing children's playground seems to be inadequate and she would like to revisit it. She suggested rather than putting a recreational area in that nobody uses, possibly put in a basketball court. She would like to see a better use of the open spaces. She asked if the parking on 8000 South could be restricted. She asked why the streets are so small; if they were bigger they could allow parking on the roads.

Steven Brendle said he is open for suggestions.

Wade Walker asked if the City still enforces overnight parking during the winter. The Council said yes.

**MOTION:** Councilmember Stephen Brown **MOVED** to close the public hearing. The motion was **SECONDED** by Councilmember Paul Glover. Mayor Seghini called for discussion on the motion. There being none she called for a vote. The motion passed unanimously.

**ACTION:** **APPROVE THE PRELIMINARY SUBDIVISION PLAT FOR WHITE PINES PHASE VIII; 189-193 EAST 8000 SOUTH**

**MOTION:** Councilmember Paul Hunt **MOVED** to approve the preliminary subdivision plat for the White Pines Phase VIII P.U.D. Subdivision located at 189-193 East 8000 South with the following conditions:

1. The applicant shall prepare a final subdivision plat to be reviewed and approved by the City Engineer and City Council.
2. Prior to the final subdivision plat approval, the applicant shall obtain final site plan approval for the master planned development.
3. The applicant shall expand the area covered by the existing declaration of covenants, conditions and restrictions for the White Pines development to include the Phase VIII area, ensuring this area becomes part of the existing homeowners association. This amended document shall be recorded concurrently with the subdivision plat.
4. The existing structures on the property shall be demolished and removed prior to the final subdivision plat being recorded.

The motion was **SECONDED** by Councilmember Quinn Sperry. Mayor Seghini called for discussion on the motion. There being none the she called for a roll call vote. The voting was as follows:

Council member Stephen Brown Aye

**Council member Paul Glover      Aye**  
**Council member Paul Hunt      Aye**  
**Councilmember Wayne Sharp      Aye**  
**Council member Quinn Sperry      Aye**

**The motion passed unanimously.**

**MOTION: Councilmember Paul Glover MOVED to open a public hearing. The motion was SECONDED by Councilmember Stephen Brown. Mayor Seghini called for discussion on the motion. There being none she called for a vote. The motion passed unanimously.**

**B. CONSIDER A FINAL SUBDIVISION PLAT FOR JAYNE'S PLACE  
PHASE 2 SUBDIVISION LOT 1 AMENDED LOCATED AT 193 WEST  
8600 SOUTH**

Lesley Burns stated the applicant, Brandon Fry, is requesting approval to subdivide the property located at 193 West 8600 South into three lots as shown on the attached final subdivision plat. This property has frontage on 8600 South, a public street with existing curb, gutter and sidewalk. There is an existing house and accessory structures on the property that will need to be demolished. The proposed subdivision will create three new single-family residential lots. This property was recently rezoned from Regional Commercial to SF-1. The new zone is a single-family residential zone requiring a minimum lot size of 7,000 square feet, a minimum 55-foot lot frontage, and a minimum lot depth of 90 feet. The three lots being created with this proposed subdivision comply with these lot standards, and the subdivision plat was approved by the Fire Marshal. Because the existing house will not comply with setback requirements from the new lot lines and the accessory structures will not have a primary structure associated with them, all of the existing structures on the property will need to be removed/demolished before the subdivision plat is recorded.

The Planning Commission reviewed this proposal and conducted a public hearing on May 25, 2016. On this date, the Planning Commission forwarded a positive recommendation to the City Council to approve the subdivision plat with the following conditions:

1. The applicant shall prepare a final subdivision plat to be reviewed and approved by the City Engineer and City Council. This plat shall address the City Engineer's preliminary plat comments.
2. Two 2-inch caliper deciduous street trees are required on each lot. These trees shall be in place or guaranteed by a cash bond prior to a Certificate of Occupancy being issued for each new residential structure. Existing street trees can count towards this requirement. A note indicating this shall be included on the final subdivision plat.
3. The applicant shall obtain duty to serve letters for water and sewer for the new lots prior to final subdivision plat approval.
4. The existing structures on the property shall be demolished and removed prior to the final subdivision plat being recorded.
5. The applicant shall appropriately address the existing irrigation ditch on the property. Plans for these improvements shall be reviewed and approved by the City Engineer.

The applicant has submitted a final subdivision plat, which has been reviewed and approved by the City Engineer. This plat includes the street tree note required by the Planning Commission. Midvale (water) and Sandy Suburban Improvement District (sewer) have each provided a letter indicating the ability to serve this development. The applicant has worked with the President of

the East Jordan Irrigation Company, and is making improvements to the existing irrigation ditch in accordance with his recommendations. With these items completed, the proposed subdivision plat complies with the City's subdivision standards; however, the existing structures on the property will need to be demolished and removed prior to the final subdivision plat being recorded.

Mayor Seghini opened the hearing to public comment.

Brandon Fry said he appreciated the Council's support as well as the City staff. He has met all requirements and concerns.

Erin Hullin said she is in favor of the project but her concern is that 8600 South has been turned into car lot. The road is very congested now. Colliding businesses with homes needs to be addressed. She said she only received her notice two days prior to the hearing and it's the second time it's happened. She recommended notifying the residents 1000 feet away from the project.

Councilmember Wayne Sharp said he has been talking to the City Attorney and Code Enforcement about the parking issue on that corner because you cannot see to pull out on State Street.

Brian James, 70 W 8600 S, said he agreed with the problem regarding the car lot. He has mentioned this a few times in Council meetings, but hasn't seen much done with it. He discussed the canal and the high weeds as that have not been addressed.

**MOTION: Councilmember Paul Glover MOVED to close the hearing to public comment. The motion was SECONDED by Councilmember Stephen Brown. Mayor Seghini called for discussion on the motion. There being none she called for a vote. The motion passed unanimously.**

**ACTION: APPROVE THE FINAL SUBDIVISION PLAT FOR JAYNE'S PLACE PHASE 2 SUBDIVISION LOT 1 AMMENDED LOCATED AT 193 WEST 8600 SOUTH**

**MOTION: Councilmember Quinn Sperry MOVED to approve the Jayne's Place Phase 2 Subdivision Lot 1 Amended located at 193 West 8600 South with the following conditions:**

- 1. The applicant shall obtain all required signatures on the subdivision plat Mylar.**
- 2. The existing structures on the property shall be demolished and removed prior to the final subdivision plat being recorded.**
- 3. The applicant shall construct improvements to the existing irrigation ditch on the property in accordance with the recommendations of the East Jordan Irrigation Company.**

**The motion was SECONDED by Councilmember Wayne Sharp. Mayor Seghini called for discussion on the motion. There being none the she called for a roll call vote. The voting was as follows:**

<b>Council member Stephen Brown</b>	<b>Aye</b>
<b>Council member Paul Glover</b>	<b>Aye</b>
<b>Council member Paul Hunt</b>	<b>Aye</b>
<b>Councilmember Wayne Sharp</b>	<b>Aye</b>
<b>Council member Quinn Sperry</b>	<b>Aye</b>

**The motion passed unanimously.**

**MOTION:** Councilmember Quinn Sperry **MOVED** to open a public hearing. The motion was **SECONDED** by Councilmember Stephen Brown. Mayor Seghini called for discussion on the motion. There being none she called for a vote. The motion passed unanimously.

**C. CONSIDER ADOPTION OF THE FY2017 BUDGETS BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017**

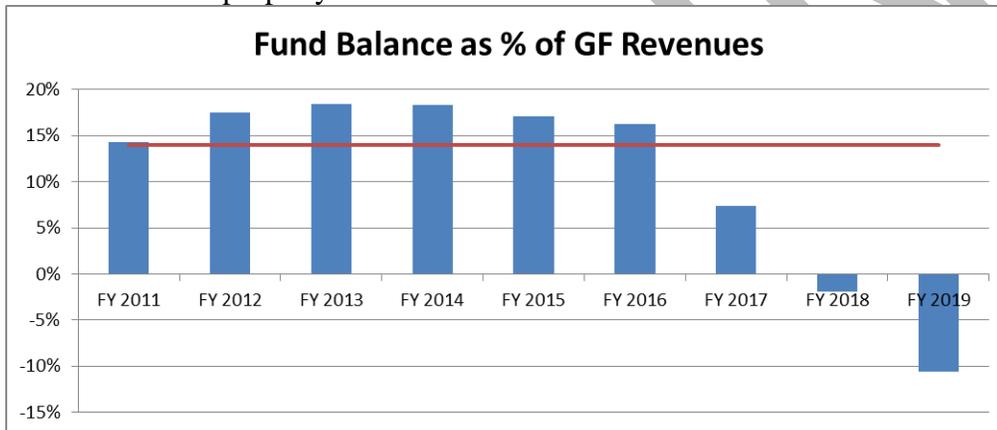
Laurie Harvey discussed the following FY2017 Budgets:

**General Fund Current Financial Position**

- + Rainy Day Fund required
  - × 5% to 25% of General Fund Revenues
- + Midvale’s current Rainy Day Fund balance – 15.5%
  - × Including Fleet Fund reserves – 19%
- + City Council target – 15%
  - × 14% considering Fleet Fund reserve

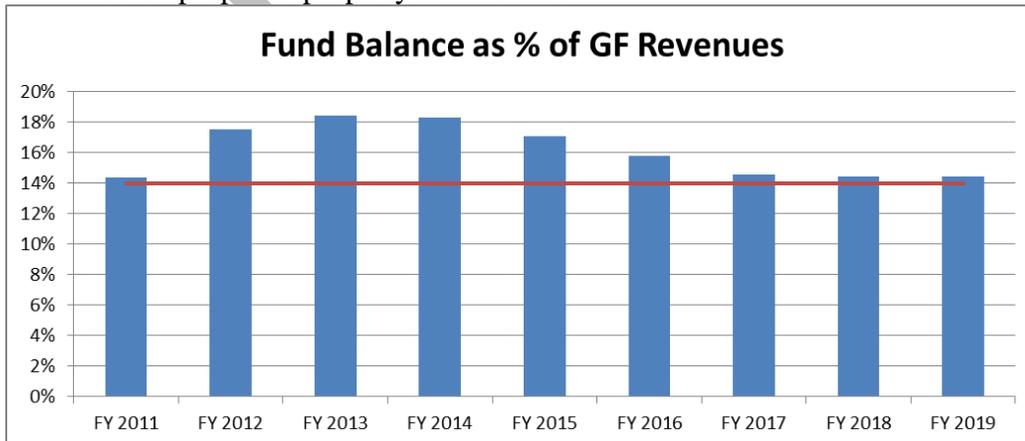
**Rainy Day Fund**

× Without property tax increase



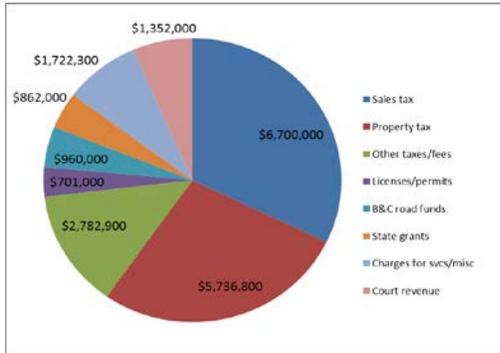
**Rainy Day Fund**

× With proposed property tax increase

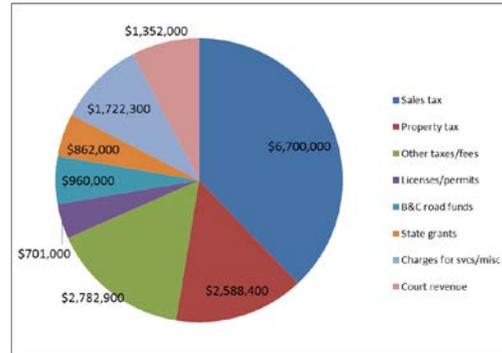


**WITH PROPERTY TAX INCREASE**

**Revenues Including Fire District**

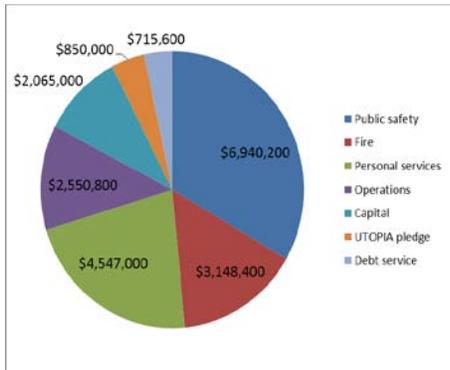


**Revenues Excluding Fire District**

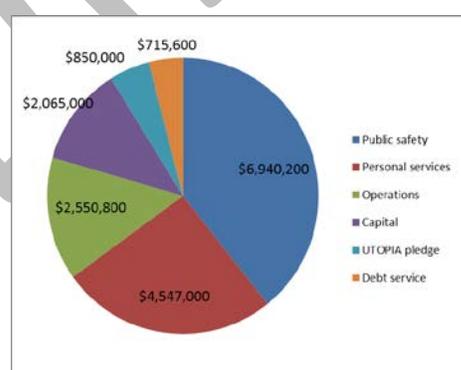


**WITH PROPERTY TAX INCREASE**

**Expenditures Including Fire District**



**Expenditures Excluding Fire District**



**General Fund**

✘ Pressures on General Fund

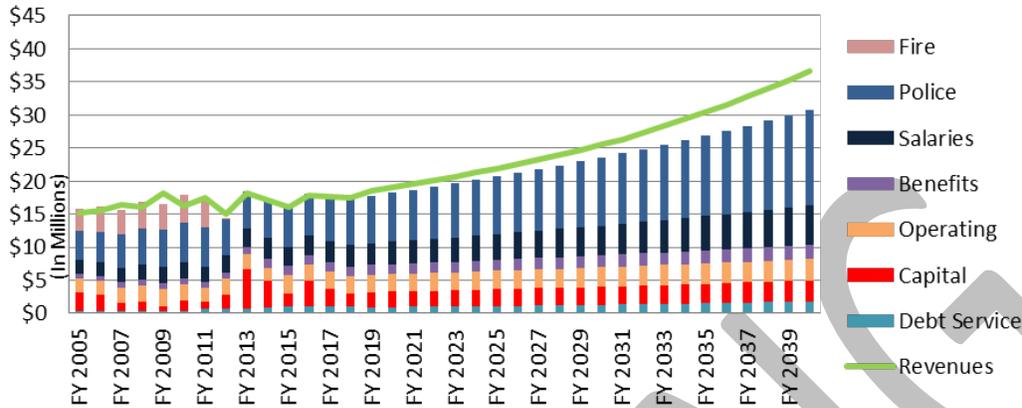
- + End of Bingham Junction building boom
  - ✘ Decrease in building permits - \$500,000
- + Decrease in Court revenues - \$300,000
- + Police contract cost increase - \$1.4 over last six years
- + Funding for roads – Vote to impose sales tax failed
  - ✘ PCI rating of roads in 2009 – 80
  - ✘ PCI rating of roads in 2012 – 74
  - ✘ 34% of Midvale’s roads now below PCI rating of 80
- + Cost of road and sidewalk improvements - \$12 million

Other – Amphitheater and Performing Arts Center

**Dynamic Budget with 2017 increase**

- ✘ 5% per year increases in future

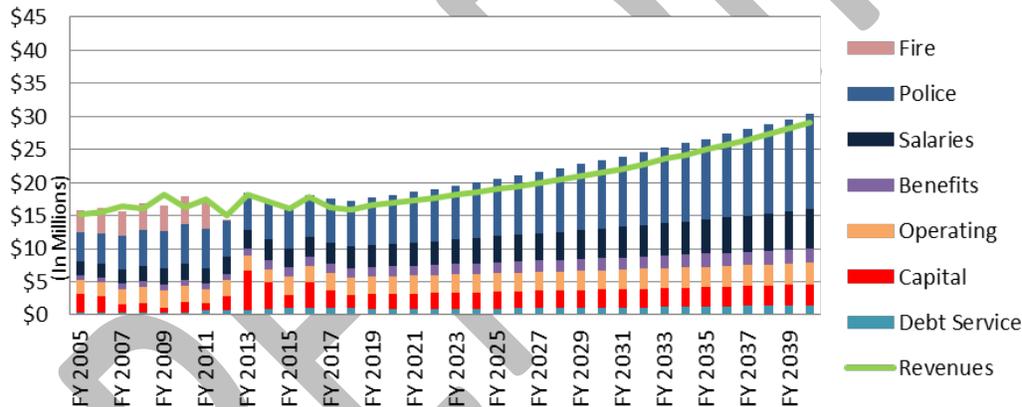
**General Fund Revenues and Expenditures**



**Dynamic Budget – No 2017 Increase**

- ✘ 5% per year increases in future

**General Fund Revenues and Expenditures**



**Impact of Tax Increase on Residents**

- ✘ True property tax increase is 144%
- ✘ Owner of \$200,000 home
  - + Paid \$67 in November 2015
  - + Will pay \$165 in November 2016
- ✘ General Operations tax rate
  - + Increasing 104% - adds \$70 to tax bill
  - + Assessment for debt service on G.O. Bond
  - + Adds another 40% - additional increase of \$29

**Tax Notices and Ads**

- ✘ County property tax notice shows 74% increase
  - + “Allows” assessment of G.O. Bond debt service

- + Understates true increase
- ✘ Required newspaper ad shows 108% increase
  - + Strict requirements don't take into account this year's assessment for G.O. Bond debt service
- ✘ Supplemental newspaper ad taken out by City
  - + Our best attempt to explain actual increase and reasons

**General Fund**

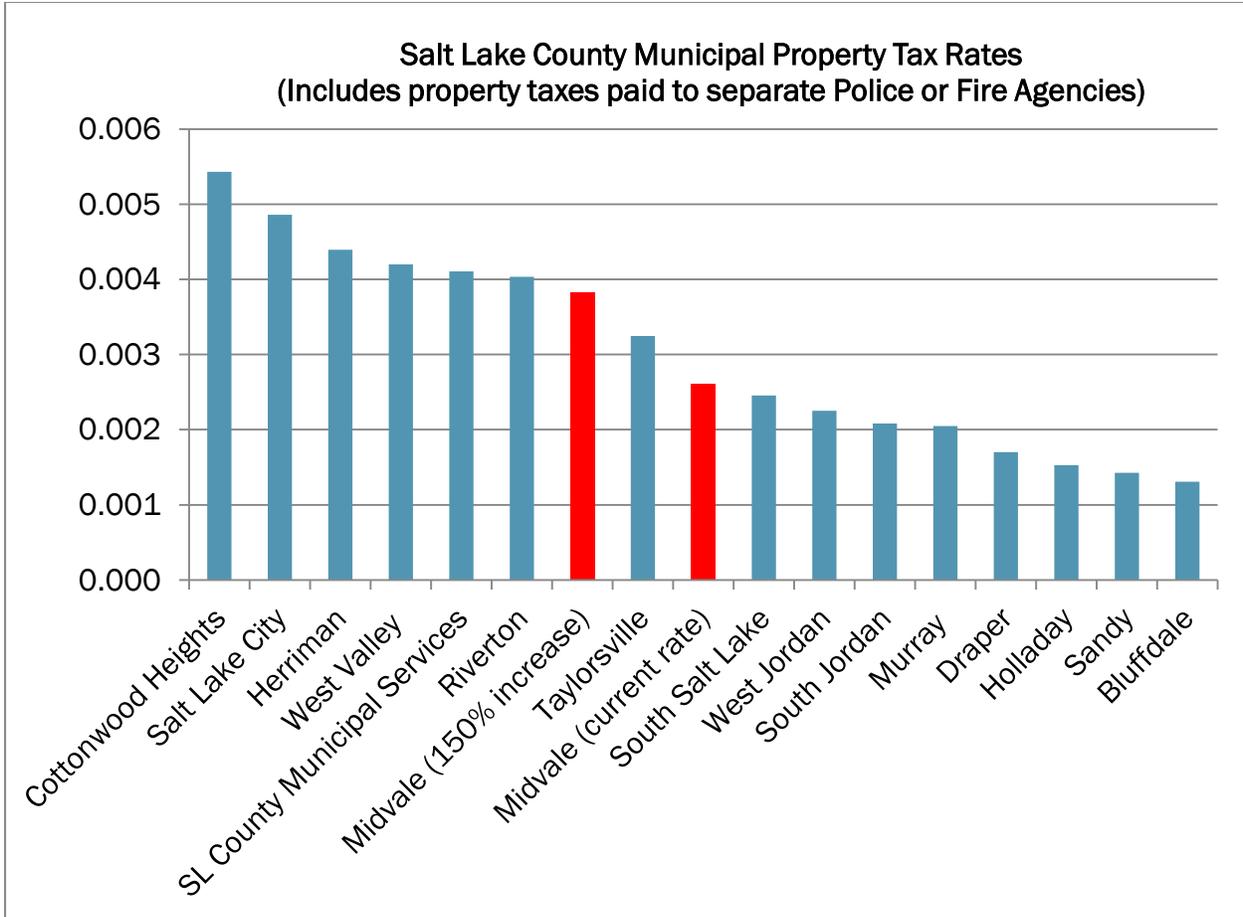
- ✘ History of property tax increases
  - + November 2007 – 12.5% - \$24
  - + November 2009 – 17% - \$43
  - + November 2011 – transferred 75% of rate to UFA
    - ✘ No net increase
  - + November 2016 proposed – 144% - \$100

**Midvale Municipal Services Property Tax**

Property tax for municipal services - Midvale home currently valued at \$200,000

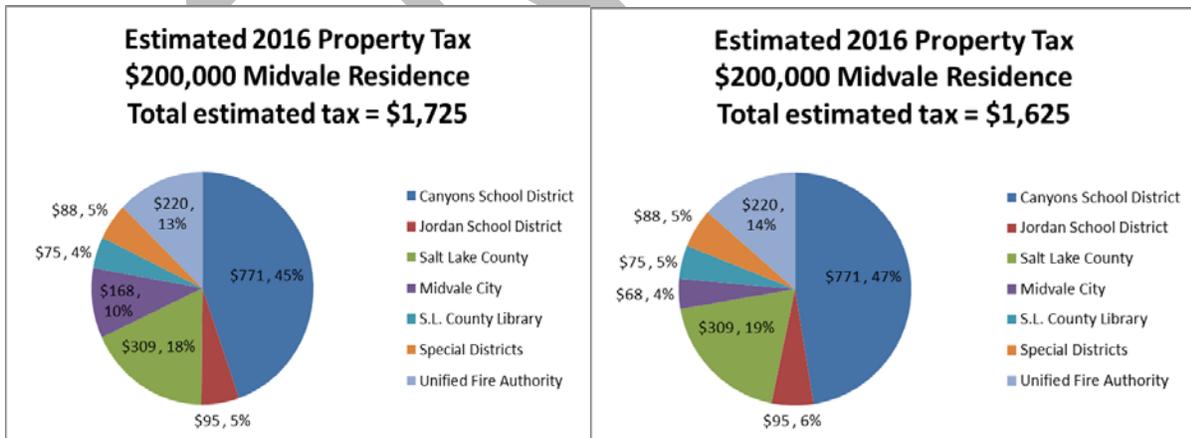
Calendar Year	Midvale City Tax\$	Unified Fire Tax \$	Combined\$	Percentage Increase
2011	252	n/a	252	-
2012	63	189	252	-
2013	63	*210	273	8.3%
2014	63	210	273	-
2015	63	210	273	-
2016	*161	210	371	35.9%

\*Property Tax Increase



**WITH TAX INCREASE**

**WITHOUT TAX INCREASE**



**ESTIMATED TOTAL PROPERTY TAX BILL**

**General Fund Budget**

- ✘ Total revenues - \$17.7 million
- ✘ Total expenditures - \$17.7 million
- ✘ Provides revenue to begin design of road improvement projects
- ✘ Includes assessment for G.O. debt
  - + \$400,100 – annual assessment is optional
  - + Bond is paid off in Fiscal Year 2020

**Amendments to Tentative Budget**

- ✘ Increase of \$10,000
  - + B&C Road funds estimate decreased \$(109,400)
  - + CDBG grant for Allen Street increased \$108,000
  - + 911 service fees increased \$11,600
  - + Property tax revenue decreased \$(200)

**Highlights of General Fund Budget**

- ✘ No increase in funding for employee benefits
  - + Changed carriers in order to accomplish this
- ✘ 2% Merit increase for eligible employees
  - + Based upon performance – no COLA
- ✘ UPD contract increased 6% -\$378,000
- ✘ One full-time position added in Parks/Cemetery
- ✘ Increased funding for pavement management
- ✘ No anticipated decrease in Fund Balance

**Where does the General Fund Revenue Come From:**

Taxes	\$ 12,071,300
Licenses & Permits	701,000
Intergovernmental	1,822,000
Charges for Services	1,680,000
Fines & Forfeitures	1,352,000
Miscellaneous Revenues	<u>42,300</u>
Total	\$17,668,600

**How Do We Spend General Fund Revenues**

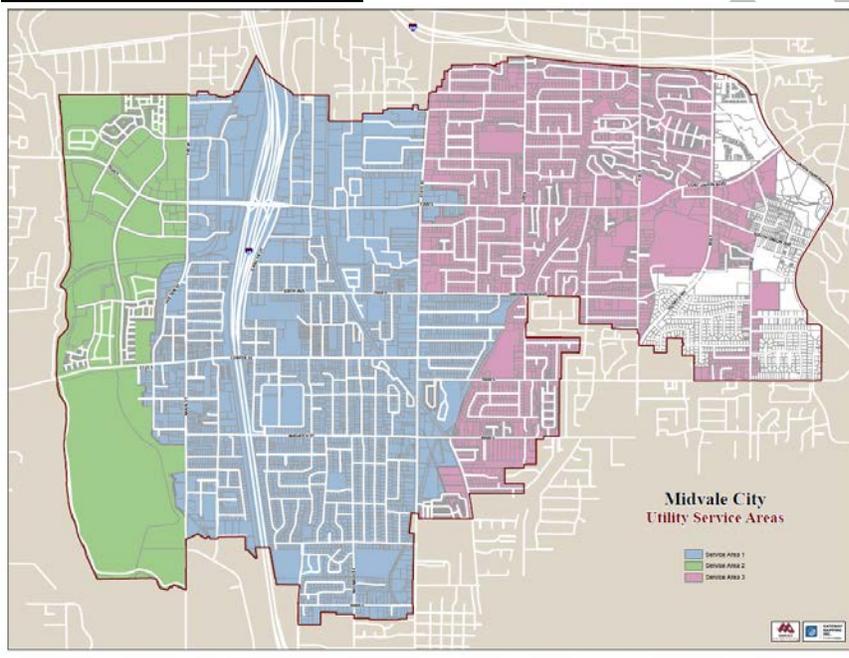
Public Safety	\$ 6,940,200
Salaries and benefits	4,547,000
Operations	2,550,800
Capital/UTOPIA	2,915,000
Debt service	<u>715,600</u>

Total \$ 17,668,600

**Capital Projects Fund**

✗ Curb/gutter/sidewalks	\$ 120,000
✗ Pickle ball court	30,000
✗ Pavement management	650,000
✗ Road project design	400,000
✗ Cemetery expansion	50,000
✗ Shelter access improvements	550,000
✗ Demolition of old City Hall	50,000
✗ Allen Street improvements	108,000
✗ Contingency and B&C reserve	<u>90,000</u>
✗ TOTAL	<b>\$2,048,000</b>

**Water Fund Service Areas**



**Water Fund Rate Increase**

- ✗ Elimination of 4,000 gallons from base
  - + Complies with state recommendations
  - + Encourages conservation
  - + Base and overage rates decreasing by 5%
- ✗ Average user - 7% - 9% increase - \$3.32/month
- ✗ Provides adequate debt service coverage
- ✗ Provides funding for upgrading infrastructure

**Midvale City Water Rates**

<b>Rate Comparison</b>		<b>Off-Peak</b>	<b>Peak</b>
<b>Gallons Used</b>		<b>9,000</b>	<b>30,000</b>
Draper (Zone 3)	207.52	54.42	153.10
Draper (Zone 2)	163.84	44.34	119.50
Draper (Zone 1)	158.38	43.08	115.30
South Jordan (Area C)	141.25	50.27	90.98
South Jordan (Area B)	138.14	49.64	88.50
South Jordan (Area A)	134.99	48.83	86.16
Sandy (SL County)	129.26	37.12	92.14
Riverton	127.82	38.50	89.32
<b>Midvale - SA #3</b>	<b>115.66</b>	<b>35.58</b>	<b>80.08</b>
Sandy -(SLC system)	111.27	30.33	80.94
South Salt Lake	103.25	28.00	75.25
<b>Midvale - SA #2</b>	<b>98.41</b>	<b>29.44</b>	<b>68.97</b>
West Jordan	94.68	32.91	61.77
Granger-Hunter	87.23	27.13	60.10
<b>Midvale - SA #1</b>	<b>83.83</b>	<b>24.10</b>	<b>59.73</b>
Murray	76.30	17.89	58.41

**Water Budget Highlights**

- ✘ Added permanent part-time meter technician
  - + Provides more accurate billing for users
- ✘ Gradual rate adjustments to equalize rates among all service areas by 2022
  - + Future decreases for Service Area 3 averaging 5%
  - + Future increases for Service Area 1 averaging 7%
- ✘ Connection of Union Jordan system to Jordan Valley Water Conservancy District this year
- ✘ Acquire current Jordan Valley customers

**Sewer Fund Rate Increases**

- ✘ Elimination of 4,000 gallons from base
- ✘ Base and overage rates decreasing by 6%
- ✘ Average user - 15% increase - \$4.88/month
- ✘ Provides adequate debt service coverage
- ✘ Provides funding for upgrading infrastructure

**Midvale City Sewer Rates**

Rate Comparison	
<b>Gallons Used</b>	<b>9,000</b>
South Salt Lake	45.00
Murray	34.81
<b>Midvale</b>	<b>30.82</b>
West Jordan	26.88
South Valley Sewer Dist*	25.00
Granger-Hunter*	19.50
Midvalley Improv Dist* **	18.20
Sandy Suburban Improv Dist*	15.04
Cottonwood Improv Dist*	15.00

- \*District also receive property tax revenue
- \*\*Proposed for 2016

**Sewer Budget Highlights**

- ✘ Midvale's Sewer System serves 40% of City's residents and businesses
- ✘ FY 2017 rate increase greatly improves debt service coverage and working capital
- ✘ 45% of budget goes toward South Valley Water Reclamation Facility (SVWRF) treatment costs
- ✘ Future rate increases will depend upon SVWRF costs

**Storm Water Utility Fund**

- ✘ Rate increase of 5% - \$.38 per residence

Rate Comparison	
City	Charge/ERU
South Jordan	8.50
Draper	8.00
<b>Midvale</b>	<b>8.00</b>
South Jordan - KMS Dvlpmnt	6.50
Sandy	6.00
Riverton	6.00
Murray	4.05
West Jordan	4.02
West Valley City	4.00

**Storm Water Budget Highlights**

- ✘ New Storm Water Coordinator position added
- ✘ 5% increase scheduled for FY 2019
- ✘ Popular leaf bag disposal program continues

**Sanitation Fund**

- ✘ No rate increase

Rate Comparison					
City	Basic + addt'l G & R	Basic (G & R)	Addtl Reg	Addtl Recy	
South Salt Lake	30.00	10.00	10.00	10.00	10.00
Murray	29.00	13.00	8.00	8.00	8.00
Draper	27.50	15.00	10.00	2.50	2.50
West Valley City	26.50	14.50	9.00	3.00	3.00
West Jordan	26.33	12.23	9.40	4.70	4.70
South Jordan	25.75	13.50	8.45	3.80	3.80
Sandy	24.45	13.45	5.50	5.50	5.50
Midvale	18.61	10.66	7.95	-	-
Riverton	6.00	1.00	5.00	-	-

**Sanitation Fund Budget Highlights**

- ✘ No rate increase
- ✘ \$20,000 added to Final Budget
  - + Agreement with Ace Recycling to cover lost revenue from reduction of sale of recycled material

**Street Lighting Fund**

- ✘ No rate increase
  - + Residential - \$3.00/month
  - + Commercial - \$9.00/month

**Summary of Tax and Rate Increases**

<b>SA 1</b>	<b>2016</b>	<b>2017</b>	<b>% Change</b>	<b>\$ Difference</b>
Property Taxes	67.00	167.50	150%	100.50
Water	393.96	432.00	10%	38.04
Sewer	369.84	429.72	16%	59.88
Storm Water	91.44	96.00	5%	4.56
<b>Total</b>	<b>1,015.11</b>	<b>1,230.18</b>	<b>21%</b>	<b>215.07</b>
<b>SA 2</b>				
	<b>2016</b>	<b>2017</b>	<b>% Change</b>	<b>\$ Difference</b>
Property Taxes	67.00	167.50	150%	100.50
Water	471.60	511.20	8%	39.60
Sewer	369.84	429.72	16%	59.88
Storm Water	91.44	96.00	5%	4.56
<b>Total</b>	<b>1,102.35</b>	<b>1,319.48</b>	<b>20%</b>	<b>217.13</b>
<b>SA 3</b>				
	<b>2016</b>	<b>2017</b>	<b>% Change</b>	<b>\$ Difference</b>
Property Taxes	67.00	167.50	150%	100.50
Water	562.12	605.40	8%	43.28
Storm Water	91.44	96.00	5%	4.56
<b>Total</b>	<b>803.80</b>	<b>960.62</b>	<b>20%</b>	<b>156.82</b>

**Midvale City Fiscal Year 2017 Budgets**

General Fund	\$ 17,668,600
Capital Improvement Projects	2,048,000
Water Fund	4,808,000
Sewer Fund	1,947,600
Storm Water Utility Fund	1,721,800
Street Lighting Utility Fund	375,400
Sanitation Fund	970,300
Telecommunications Fund	867,000
<i>Total Midvale City Budget</i>	<u>\$ 30,406,700</u>
Municipal Building Authority	678,700
Redevelopment Agency	<u>18,274,000</u>
<i>Total Proposed FY17 Budget</i>	<u>\$ 49,359,400</u>

Mayor Seghini opened the hearing to public comment.

Erin Hullin asked what's in it for her. She asked what the City was doing for the people in the older developments. If the City is asking for more money, give her a reason to give it.

Sophia Hawes-Tingey, 7667 Grant Street, said there are specific things that have to be covered and she understands that. She said she does not have a storm drainage system; they have a hole at the end of the street that hasn't been addressed. They don't have adequate street lighting but they are charged for it. She said the Council needs to be more concerned about providing adequate services.

Spencer Mears read the following comments for David Crowley who wasn't able to attend the meeting:

Dear Midvale City Council,

I cannot be at the meeting tonight to offer my comments regarding the proposed tax increase. I have written my objections for you. I will make seven brief points.

Point 1: The real median income in Utah 2007 was \$62,925. The real median income in Utah 2014 was \$60,922 or \$2,003.00 less than in 2007. On average our incomes have gone down.

Point 2: Your responsibility like mine is to live within your budget whether it goes up or down. This is obvious but it seems I need to point it out. Taxes are based on a fixed percentage when home values, incomes, and prices go up. The tax amount paid goes up automatically. There is a built-in increase for government for economy is doing well. When things go well we must share in the success. When things do not go well we must share in the tightening of our belts. I don't have a new car because it's not in the budget this year, I don't have new carpet because it's not in the budget this year. We needed new air conditioning but it's not in the budget this year. I'm not complaining it's my responsibility to live within my means and not shift the burden to others.

Point 3: If you, our elected officials, cannot make do with the property taxes collected we don't have an adequate budget we have inadequate elected officials. You say we have done the best we can and there just isn't enough money and no there isn't so do your job. Your job is to live within your means with the taxes as they currently are. It is not your job to shift the burden of living within your means to others. To shift the burden to us by taking more of our income to pay for your inability to balance your budget. It is your job to make the hard choices of what programs to shrink. Roll up your sleeves, sharpen your pencils and figure it out.

Point 4: We would like to give ourselves raises if that were how things worked in the real world; but it's not. We are already over taxed. The government is the entity in society that has no competition. Competition forces businesses to find ways to cut costs and improve services. This is the real world. The only thing that can cause the government to cut costs and improve services is its budget. You have no competition but you have a solemn duty to live within your budget, this is the job we hired you for.

Point 5: Those who would argue that we haven't raised taxes for a while so it's time for tax increase is using a fallacious argument. That argument assumes the taxes must go up. That is a false and naive. The logical conclusion of that argument is that taxes will go up until the government is taking everything.

Point 6: The primary role of government is to protect the people and property from each other. When you raise taxes you are taking more of the very property you are sworn to protect. There are lists of good things you can do when you are spending other people's money. Opm. Opm; other people's money, it sounds like opium and is just as addictive. Your job is not to do all of the good things you can imagine. Your job is to provide a reasonable amount of protection within the existing budget. There are some things you consider to be very important that will have to be cut, same with us, figure it out that is the real world.

Point 7: The role of government is not to protect people from themselves. If people suffer from their own bad choices, natural consequences are the best teacher. As has been said before, wisdom comes from experience. Experience comes from bad choices. When the government

steps into protect people from the natural consequences from their own bad choices, the wisdom to be gained by figuring out what they did wrong the government is doing those people a great dis service. Your job is not to protect us from our own foolishness. This is not to say I'm not un-sympathetic to the poor and needy but to recognize the great truth of first and foremost of churches of all denominations combined with other private organizations have done more to truly help the poor and needy and all of the government programs that were ever created. Every one of these private organizations must live within this budget. They all do a better job of helping people in the moment and helping people getting back on their feet so they don't need assistance. Please register my strong objection to raising our taxes.  
Respectfully David L. Crowley, Midvale resident.

Spencer Mears inquired about City cell phones and the budget.

Robie Cagle, 7817 S. Holden Street, said when he sees street work being done he sees someone come behind that and starts to tear it up. He said he would like to see more coordination so that doesn't happen.

Roger Robinson, 7780 S 10<sup>th</sup> E, said we hire contractors to fix the road and don't fix it very good. He doesn't feel that we need to pay to repair the road and then later come back and replace the road. He said the water pressure is very bad at 10<sup>th</sup> East.

Stacy Phillips, 6797 Sienna Park Ln., asked about the merit and cola increases. She did not agree that the City should give any raises to the employees.

Dorothy Davies, 8342 Van Buren St., said our street has several widows. A widow is on a fixed income. We don't get a raise. If you raise our taxes, that comes out of our expenses.

Milan Vasic, 960 E. 6740 S., said he understands that prices go up and there are increases. He doesn't understand the 100% increase. In 2019 will we see this again? He asked what pickle ball is. Why not give \$30,000 to the police who actually need it instead of pickle ball.

Kenneth Lines, 7971 Pioneer Street, asked if we receive sales tax from Overstock.com. He also asked if we did receive a windfall, would they be lowering the taxes. He said his concern is whether this information provided was a good projection.

Councilmember Stephen Brown explained the GO Bond process. Kenneth Line asked for a guarantee. Councilmember Paul Glover said that there is no guarantee.

Robert Joffs, 790 E. Casa Blanca Circle, said the taxes in general are what he has a problem with. It seems like legalized extortion. He said he has to work one entire month to pay his property taxes. Please use our money wisely.

Mont Millerberg, 236 E. Millerberg Dr., said the City of Midvale is very fortunate to have Laurie Harvey; he has nothing but respect for her. A City budget is a hard to project. It is much easier to tolerate a 7% to 8% increase every year instead of this. He said it was refreshing to hear the Councilmembers say they made a mistake.

Bill Brinton 7816 Wilson said he didn't think the Council knows how to cut costs. If you cut costs you wouldn't have this problem. You don't deserve more money for roads. We had new roads 10 years ago. He questioned the cell phone use and said the City hasn't been managed very well.

Wade Walker said he feels the reason taxes weren't raised in the past was because of elections. Do we get court revenue if they issue citations? Councilmember Hunt said we don't issue citations for income, we are enforcing the law. Mr. Walker asked if there was a way to hit up the developers and rental property owners for the additional costs. The Council said it is Salt Lake County and the State who sets the rules not Midvale City. He asked which newspaper the public hearing was in. Laurie Harvey said it was in the Salt Lake Tribune and Deseret News. He asked where the cemetery expansion is. Kane Loader said it will be on the west side of the cemetery. Mr. Walker asked if the fire station was still going in on the old city hall property. Kane Loader said yes.

Suzanne Walker, 116 W Alta View Dr., said she is the Director of the Arts Council. One of her main jobs is writing grants to bring in money to the City to supply quality of life for our residents. She said Midvale is plagued with poverty, hunger, homelessness, gang violence, crimes, domestic violence, and teen pregnancy. She read statistics for Midvale City. She asked that going forward to please remember the things that bring quality of life to the Midvale residents.

Carrie Wallen said one of the things that brought her to Midvale City was there had been no tax increase. Homeowners don't like increases. It is disappointing that it is all at once. She said she felt quality people won't move to Midvale with these increases and said she was opposed to it.

**MOTION: Councilmember Paul Glover MOVED to close the hearing to public comment. The motion was SECONDED by Councilmember Stephen Brown. Mayor Seghini called for discussion on the motion. There being none she called for a vote. The motion passed unanimously**

**ACTION: APPROVE RESOLUTION NO. 2016-R-25 SETTING THE RATE OF TAX FOR CALENDAR YEAR 2016 AND LEVYING TAXES UPON ALL REAL AND PERSONAL PROPERTY WITHIN THE CORPORATE BOUNDARIES OF MIDVALE CITY, UTAH**

Councilmember Paul Glover said he felt 144% was too much and felt the City should take funds from fund balance to make up the difference this year and look at it again next year. He said he realized the Council made a mistake and should have been increasing taxes incrementally and will do so in the future.

Councilmember Wayne Sharp agreed with Councilmember Paul Glover.

**MOTION:** Councilmember Paul Hunt **MOVED** to approve Resolution No. 2016-R-25 adopting the 2016 certified property tax rate. The motion was **SECONDED** by Councilmember Stephen Brown. Mayor Seghini called for discussion on the motion. There being none the she called for a roll call vote. The voting was as follows:

Council member Stephen Brown	Aye
Council member Paul Glover	Nay
Council member Paul Hunt	Aye
Councilmember Wayne Sharp	Nay
Council member Quinn Sperry	Aye

The motion passed 3 to 2 in favor.

**ACTION:** APPROVE RESOLUTION NO. 2016-R-26 ADOPTING THE FINAL OPERATING AND CAPITAL BUDGETS FOR MIDVALE CITY, STATE OF UTAH, FOR FISCAL YEAR 2017

**MOTION:** Councilmember Quinn Sperry **MOVED** to approve Resolution No. 2016-R-26 adopting the FY2017 Budgets beginning July 1, 2016 and ending June 30, 2017. The motion was **SECONDED** by Councilmember Paul Hunt. Mayor Seghini called for discussion on the motion. There being none the she called for a roll call vote. The voting was as follows:

Council member Stephen Brown	Aye
Council member Paul Glover	Aye
Council member Paul Hunt	Aye
Councilmember Wayne Sharp	Aye
Council member Quinn Sperry	Aye

The motion passed unanimously.

**ACTION:** APPROVE RESOLUTION NO. 2016-R-27 ADOPTING THE FY2017 EMPLOYEE CLASSIFICATION PLAN AND BENEFITS PACKAGE

**MOTION:** Councilmember Paul Hunt **MOVED** to approve Resolution No. 2016-R-27 adopting the FY2017 Employee Classification Plan and Benefits Package. The motion was **SECONDED** by Councilmember Wayne Sharp. Mayor Seghini called for discussion on the motion. There being none the she called for a roll call vote. The voting was as follows:

Council member Stephen Brown	Aye
Council member Paul Glover	Aye
Council member Paul Hunt	Aye
Councilmember Wayne Sharp	Aye
Council member Quinn Sperry	Aye

The motion passed unanimously.

**ACTION:** APPROVE RESOLUTION NO. 2016-R-28 ADOPTING THE FY2017 MIDVALE CITY MUNICIPAL FEE SCHEDULE

**MOTION:** Councilmember Stephen Brown MOVED to approve Resolution No. 2016-R-28 adopting the FY2017 Midvale City Municipal Fee Schedule. The motion was SECONDED by Councilmember Quinn Sperry. Mayor Seghini called for discussion on the motion. There being none the she called for a roll call vote. The voting was as follows:

Council member Stephen Brown	Aye
Council member Paul Glover	Aye
Council member Paul Hunt	Aye
Councilmember Wayne Sharp	Aye
Council member Quinn Sperry	Aye

The motion passed unanimously.

**VIII. CONSENT AGENDA**

- A. APPROVE MINUTES OF JULY 12, 2016**
- B. SET DATE AND TIME (AUGUST 23, 2016 AT 7:00 PM) FOR A PUBLIC HEARING TO CONSIDER A REZONE FROM SINGLE-FAMILY RESIDENTIAL/DUPLEX OVERLAY & 7200 SOUTH OVERLAY TO MIXED-USE/7200 SOUTH OVERLAY (SF1/DO & 7200 SOUTH-MU/7200 SOUTH) LOCATED BETWEEN 263 EAST – 297 EAST FORT UNION BOULEVARD**
- C. SET DATE AND TIME (AUGUST 23, 2016) AT 7:00 PM) FOR A PUBLIC HEARING TO CONSIDER A REZONE FROM REGIONAL COMMERCIAL (RC) TO SINGLE FAMILY RESIDENTIAL (SF-1); WATCHMAN/DRAPER REZONE/179-189 WEST 8600 SOUTH**

**MOTION:** Councilmember Wayne Sharp MOVED to approve the consent agenda. The motion was SECONDED by Councilmember Paul Glover. Mayor Seghini called for discussion on the motion. There being none the she called for a roll call vote. The voting was as follows:

Council member Stephen Brown	Aye
Council member Paul Glover	Aye
Council member Paul Hunt	Aye
Councilmember Wayne Sharp	Aye
Council member Quinn Sperry	Aye

The motion passed unanimously.

**IX. ACTION ITEMS**

- A. APPROVE RESOLUTION NO. 2016-R-24 AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT ESTABLISHING THE JORDAN RIVER COMMISSION**

Phillip Hill stated that the Jordan River Commission was created by an Interlocal Cooperation Agreement in August 2010, to facilitate implementation of the Blueprint Jordan River and serve as a technical resource to local communities. Due to concerns regarding the authority of, and development review by, the commission, the City did not join. Introducing another layer in the

review of development along the Jordan River as the redevelopment of the Bingham Junction project was beginning in earnest created too much uncertainty for the City and the developers.

The current staff and board have clarified the role of the commission in the Interlocal agreement as follows:

- Commission has no superseding authority over any member.
- Development plans reviewed only if requested by affected member or the private party. Any comments are advisory only, and implementation would be at the sole discretion of the member or private party.
- Commissioning of studies such as: hydrology, scientific, land use, recreation and transportation.
- Uniform ordinances and standards produced by the commission may be considered for adoption by a member agency.

After meeting with representatives of the commission and reviewing the Interlocal agreement, staff finds that joining the commission would provide beneficial resources to the city as we contemplate the possible development of Jordan Bluffs, as well as providing the commission with experiences and lessons learned as we have developed the Bingham Junction project.

Joining the commission would result in an annual fiscal contribution of \$1,793.75, which represents 0.95% of the total member revenue. Staff feels that this is a nominal amount in light of the benefits of being a member of the commission, as well as, maintaining this natural resource for the citizens of Midvale. If the Council chooses to join the commission, a member of the council will need to be appointed as a board member; a member of staff will need to be appointed as an alternate board member (alternates can carry out the duties of the board member, up to and including voting); and a Community Development staff member will need to be appointed to the Technical Advisory Committee. The board meets on the first Thursday of the month at 9:00, usually at Taylorsville City Hall.

**FISCAL IMPACT:**

- Roughly \$1,800 per year

**MOTION: Councilmember Paul Hunt MOVED to approve Resolution No. 2016-R-24 approving an Interlocal Agreement, establishing Midvale City as a member of the Jordan River Commission. The motion was SECONDED by Councilmember Wayne Sharp. Mayor Seghini called for discussion on the motion. There being none the she called for a roll call vote. The voting was as follows:**

<b>Council member Stephen Brown</b>	<b>Aye</b>
<b>Council member Paul Glover</b>	<b>Aye</b>
<b>Council member Paul Hunt</b>	<b>Aye</b>
<b>Councilmember Wayne Sharp</b>	<b>Aye</b>
<b>Council member Quinn Sperry</b>	<b>Aye</b>

**The motion passed unanimously.**

**X. DISCUSSION ITEMS**

**A. DISCUSS OPTIONS FOR ROAD BONDS**

Laurie Harvey discussed the FY2017 Revenue Bond Road/Sidewalk Projects

**Road and Sidewalk Project List**

<b>Description</b>	<b>Estimated Cost</b>
Upgrade all Midvale roads to PCI of 80	\$6,000,000
Projects including curb/gutter/sidewalk and storm drain features	\$2,922,300
Addition of a 5 foot wide sidewalk adjacent to curb/gutter	\$3,000,200
Total	\$11,922,500

**Pay as you go” funding option**

- o Pros
  - o No debt incurred, no interest payments
- o Cons
  - o B&C road fund revenue is about \$1 million per year, only \$600,000 - \$700,000 passed through to CIP
  - o Sidewalk only projects (\$3 million) are ineligible for B&C road funds
  - o Road conditions continue to deteriorate

**B&C Road Fund Revenue Bond funding option**

- o Pros
  - o Keeps funding source for road projects consistent with prior years
- o Cons
  - o Maximum amount available is just over \$5 million
  - o Bonds must be repaid within 10 years
  - o Interest rate most likely higher than sales tax/franchise tax revenue bond

**Sales tax/Franchise tax Revenue Bond funding option**

- o Pros
  - o Payback period of 15 years matches useful life of project
  - o Interest rate more favorable than with B&C
- o Cons
  - o Reduces bonding capacity for future projects

**Lewis Young and Midvale staff Recommendations**

- o Bond as soon as possible
  - o Low oil costs
  - o Favorable interest rate conditions
- o Use Sales tax/Franchise tax Revenue as collateral
- o Pass parameters resolution
  - o Allow for reimbursement of design costs
- o Begin project design immediately

- o \$400,000 available in current FY 2017 CIP budget
- o Sell bonds and begin construction in spring of 2017
- o Aim for completion date of spring 2020

Laura Lewis with Lewis Young discussed the Revenue Road Bond. She advised to take advantage of the low interest rates. The maturity date is 15 years.

Councilmember Glover asked if the City has funds for maintenance. Laurie Harvey said the City Engineer estimated \$300,000.

Councilmember Glover asked what the construction costs are. Kane Loader said they are really good right now. With the tax increase, the City would be able to fix the roads.

**B. DISCUSS A REZONE APPLICATION BETWEEN 263 EAST – 297 EAST FORT UNION BOULEVARD FROM SINGLE - FAMILY RESIDENTIAL DUPLEX OVERLAY & 7200 SOUTH TO OVERLAY TO MIXED-USE /7200 SOUTH OVERLAY (SF1/DO & 7200 SOUTH -MU /7200 SOUTH)**

Lesley Burns stated this rezone proposal is being requested for the purpose of building a three-story medical and retail office building identified as the Fort Union Medical Plaza. This property is approximately 1.61 acres in size and includes several existing single-family residences and associated accessory structures. This proposal will require a rezone from SF-1/DO and 7200 SO to MU/7200 SO.

The applicant Quinn Millet has proposed to construct 18,003 sq. ft. of medical office use and 1,320 sq. ft. of medical retail use. The building has provided entrances along 7200 South, 300 East, and the rear of the building and has incorporated pedestrian connections throughout the site. The existing access points along 7200 South and 300 East will continue to remain with a proposed 24-foot wide driveway access traversing through the site and the applicant has also proposed a 16 ½ foot-wide drop-off area along 7200 South for inpatient/outpatient services.

Each elevation includes a combination of brick veneer, windows and doors, stucco, a solar screen wall, a brise-soleil shade system, and a large expanse of window and door openings oriented towards 7200 South and 300 East. The height of the building varies between 34' ¾" to 43' 8 ¾" and in some sections exceeds the maximum height limitation of 35-feet. The planning commission may grant minor exceptions to the height maximums, in writing, for mixed-use developments and found that the height increase of the overall office building is appropriate based on the overall operation of the structural features, the use of equivalent materials being proposed and design merit, and approved the height increase.

The applicant has provided a total of 23.2% landscaping, exceeding the 10% minimum landscaping requirement. There are existing fencing types separating these properties that are proposed to be removed and installation of an 8-foot masonry wall to provide buffering between the commercial and permanent residential uses to the North and West. A medical office use requires 5 stalls per 1,000 square feet of leasable building area and 3 stalls per 1,000 square feet of leasable building area for retail and service commercial uses. The applicant has provided 94

parking stalls on-site and included the required perimeter landscaping and interior parking lot landscaping.

The Fire Marshall and City Engineer have reviewed and approved the preliminary development layout. Detailed construction drawings shall be reviewed and approved as part of the final site plan application.

In order for this development to proceed as proposed, the following approvals are required from the City:

1. A rezone of the entire property from SF1/DO & 7200 SO to MU/7200 SO.
2. Site plan approval of the medical and retail office building.

### **General Plan and Rezone**

The entire property is approximately 1.61 acres (70,131.60 sq. ft.) in size. This area is currently designated as mixed use on the General Plan Proposed Land Use Map and is zoned single-family residential with a duplex overlay and a 7200 South overlay. These properties are located within the 7200 South overlay zone which was created to facilitate the transition of the 7200 South corridor from residential to a mix of residential and commercial uses. This proposal is consistent with the General Plan and the development requirements of the mixed use and 7200 South overlay zone districts. These properties are surrounded by existing single-family developments to the North, South, East and West, and pockets of mixed use development and multifamily residential development to the South.

Under Section 17-3-1 of the Zoning Ordinance, the Planning Commission may recommend, and the City Council may grant, a rezoning application if it determines the rezoning is consistent with the goals and policies of the Midvale City General Plan, and the following:

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

The applicant believes the medical building proposal is a viable use for the property that will provide a service to the community, maintain a continuation of an orderly development pattern, fit into the community by alleviating nuisances and maintenance concerns, and be an enhancement to the area. This request allows in-fill development opportunities of an area that could otherwise remain underutilized and furthers the City goal to provide adequate separation between commercial and residential uses.

### **Planning Commission Recommendation**

The Planning Commission reviewed the rezone request and conducted a public hearing on Wednesday, July 13, 2016. The Planning Commission reviewed the submitted information and public comment. It was the Planning Commission's decision to forward a positive recommendation concerning the rezone request with the following motion:

*“Based on compliance with the General Plan and Zoning Ordinance, I move that we forward a positive recommendation to the City Council to rezone the properties between 263 East – 297 East 7200 South from SF-1 with a Duplex Overlay and 7200 South Overlay to Mixed-Use with a 7200 South Overlay with the following condition:*

*1. Development on the property shall occur in a manner consistent with the attached site plan.”*

### **C. DISCUSS A REZONE FROM REGIONAL COMMERCIAL (RC) TO SINGLE FAMILY RESIDENTIAL (SF-1); LOCATED AT 179-189 WEST 8600 SOUTH; WATCHMAN/DRAPER REZONE**

Lesley Burns stated the applicants, Lawrence Watchman and David Draper, are requesting that their two properties located at 179 and 189 West 8600 South be rezoned from Regional Commercial (RC) to Single Family Residential (SF-1). These properties each have a single family house and are each approximately 0.30 acres in size. The applicants are making this request in order to have zoning that matches the existing use on the properties, and to be able to make residential improvements.

Under Section 17-3-1 of the Zoning Ordinance, the Planning Commission may recommend, and the City Council may grant, a rezoning application if it determines the rezoning is consistent with the goals and policies of the Midvale City General Plan, and the following:

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

The General Plan Proposed Land Use Map designates these properties as a low density residential use. The current RC zoning designation is not consistent with the General Plan Proposed Land Use Map; the proposed rezone to SF-1 would make the zoning on the properties consistent with the current land use designation. The property directly east, although zoned RC, is currently being used as single family residential. The property directly west has been recently rezoned to SF-1. With the exception of the properties to the west of 193 West 8600 South, 8600

South is primarily a single family residential neighborhood west of the canal near State Street to Harrison Street. 8600 South functions and is designed as a neighborhood road. The location is not conducive to most commercial uses with its lack of visibility and traffic. It is better suited for residential type development.

**Planning Commission Recommendation**

The Planning Commission conducted a public hearing and discussed this request on July 27, 2016. At this meeting, the Planning Commission forwarded the following motion to the City Council for its consideration:

*“Based on compliance with the Midvale City General Plan and existing development in the area and on these properties, I move that we forward a positive recommendation to the City Council to rezone the properties at 179 and 189 West 8600 South from Regional Commercial (RC) to Single Family Residential (SF-1)*

**XI. ADJOURN**

**MOTION: Councilmember Wayne Sharp MOVED to adjourn the meeting. Councilmember Paul Hunt SECONDED the motion. Mayor Seghini called for discussion on the motion. There being none, she called for a vote. The motion passed unanimously.**

The meeting adjourned at 11:24 p.m.

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

Approved this 23<sup>rd</sup> day of August, 2016.



**MIDVALE CITY**  
**CITY COUNCIL WORKSHOP MEETING**  
*Minutes*

**Tuesday, August 16, 2016**  
**Council Chambers**  
**7505 S. Holden Street**  
**Midvale, Utah 84047**

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**MAYOR:** JoAnn Seghini

**COUNCIL MEMBERS:** Council Member Wayne Sharp  
Council Member Stephen Brown  
Council Member Paul Glover  
Council Member Paul Hunt  
Council Member Quinn Sperry

**STAFF:** Kane Loader, City Manager; Phillip Hill, Assist. City Manager/Community Development Director; Laurie Harvey, Asst. City Manager/Admin. Services Director; Rori Andreason, H.R. Director/City Recorder; Danny Walz, Redevelopment Agency Director; Annaliese Eichelberger, RDA Project Manager; Lisa Garner, City Attorney; Christopher Butte; Economic Development Director; and Jarin Blackham, IT Manager.

Mayor Seghini called the meeting to order at 6:44 p.m.

**I. DISCUSSION ITEMS**

**A. REVIEW GENERAL PLAN PROCESS**

Councilmember Wayne Sharp asked Phillip Hill if he could give a short Zoning 101 presentation to the audience.

Phillip Hill said the reason zoning came into existence is there was incompatible uses on top of each other. There were health and safety issues that came into play. Cities have to adopt a General Plan, which is a future vision of how the City will develop. You look at general land use capabilities. Cities then adopt a zoning ordinance and amend or adopt new zoning ordinances to amend the development vision within the City. One specific zone is TOD – Transit Oriented Development zones. This zone is for areas that have close transit opportunities (i.e. Trax, light rail, etc.) and develop around those nodes. Cities have been adopting TOD zones in relation to the cities where they are located.

Kane Loader said this is a special meeting which was not previously scheduled. He asked Phillip Hill, Asst. City Manager/Community Development Director, to review the General Plan to make sure the City is moving in the direction the Council desires. The General Plan update has been taking place over the past year and a half. After the meeting on August 9<sup>th</sup>, he wanted to make

sure the Council and citizens knew the process that has taken place to get to where they are with the General Plan update.

Phillip Hill stated he wanted to review the petitions that were presented at the last council meeting. Petition #1 asked for a moratorium on the TOD zones, which were exactly what discussed six months ago. With that information, legal counsel has indicated that a moratorium at this point would not be advisable. Petition #2 was to change the zoning. The Planning Commission said they wanted to wait until the General Plan was completed before making changes to the zones.

Petition #3 addressed concerns with the Midvale Station Development:

- Planning Commission tabled a decision on this project until a traffic study is completed. When submitted, the traffic study will be reviewed by the City Engineer and our Traffic Engineering Consultants.
- The closure of Roosevelt Street would require Council action

A city is required to have a General Plan; however, it can be modified as needed. It is a guide. The zoning trumps the General Plan. The General Plan was adopted in May 2000. The purpose of the General Plan is to provide policy direction and guidance to decision-makers as the City addresses community development and planning issues.

The 2000 General Plan identified properties in the vicinity of light rail stations which are likely candidates for TOD, which maximizes the strong relationship between land use and transportation systems.

- November 2001 - TOD ordinance was adopted- Chapter 17-7-8 and is as it stands today. He reviewed the Center Square Project.
- October 21, 2008 - TOD setbacks and buffering standards were amended to address community concerns resulting from the Center Square Project. Text amendment increased original setbacks and buffering. Midvale has the largest setback in the valley.
- In June/September 2015 the Station at Midvale project was proposed. After that project was introduced, there was a lot of concern regarding the setbacks and buffering. A moratorium was put into place on TOD.
- March 23, 2016 the Planning commission recommended adopting the General Plan Update and then look at changing the zoning. In a 3-2 vote the City Council decided to follow the Planning Commission's recommendation to leave the zoning as is until the General Plan Update was complete.

He explained that the Midvale Station Apartment development could have been developed with the current ordinance because it was a four story building not five stories. The developer waited until after the moratorium to see where the City was leaning as far as development. The Midvale Station Apartments development has been tabled by the Planning Commission until a traffic study has been completed.

Mr. Hill stated that the draft General Plan Update goals were developed with comments from the public during Harvest Days, Neighborhood block parties, Easter egg hunts, etc. He addressed

the comment that crime has increased in Midvale. He reviewed the Good Landlord Program and the requirements associated with that program. In 2014 the disproportionate calls for service by rental unit type increased for single family homes but decreased for duplexes and multi-unit (3+ & mobile) since 2007. As the population grows the calls increase.

Mr. Hill stated that of the 14,263 housing units in Midvale, 907 of those units or 6.4% are subsidized units. He said staff doesn't want to present a General Plan that is not what the Council desires. A General Plan presentation will be made at the next Council meeting,

Councilmember Wayne Sharp asked if they wanted to look at specific areas now, could that be done? Phillip Hill stated yes.

Councilmember Stephen Brown said he would like to see the transition between high density and low density development. He would like to see more housing in TOD that is not just rentals but gives the opportunity to purchase the units. He just doesn't want to have such high density next to low density.

Councilmember Paul Glover said his vision is to take each parcel in a neighborhood that could be developed and determine the maximum height the neighbors would be comfortable with and take each of those individually. He also thinks there is not enough parking being required in the developments. There is never a place to park.

Councilmember Quinn Sperry asked if as the consultants looked at the plan and if they weighed the input from the neighbors next to where the development could take place.

Councilmember Hunt arrived at 7:40 p.m.

Phillip Hill said that is the benefit of the small area plan, this type of thing can be done.

Councilmember Paul Glover said in any development if there are problems that arise, the City is responsible to mitigate those problems and the Council can do that. It is an ongoing process.

Councilmember Wayne Sharp said he wanted to look at the Applewood and Whisperwood TOD areas immediately. There is currently no development applications submitted for those areas, but he wants to look at them now.

Phillip Hill said the property owners would have to be contacted as well as the neighbors in regards to changing the zoning.

Councilmember Paul Hunt said there are sensitive areas the Council would like to look at now.

Councilmember Stephen Brown asked about notification policies and if they have been looked at. Phillip Hill stated the mailers will have the property owner's names on the envelope. The notice is published in the newspaper 2-3 weeks ahead so the mailers will go out at the same time.

## **II. ADJOURN**

Proceedings of the Midvale City Council Meeting  
August 16, 2016

Mayor Seghini adjourned the meeting at approximately 8:00 p.m.

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**Rori L. Andreason, MMC**  
**H.R. DIRECTORY/CITY RECORDER**

Approved this 23<sup>rd</sup> day of August 2016.

PENDING



## MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: August 23, 2016

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**SUBJECT:** Former Midvale Middle School Seminary Building Lease Agreement with Utah Community Action

**SUBMITTED BY:** Lisa Garner, City Attorney

**SUMMARY:**

On June 2, 2015, the Church of Jesus Christ of Latter-day Saints donated the former Midvale Middle School Seminary Building to the City. As a condition of its donation, the Church required that the City use the property as “an education center and a community medical and dental clinic.” Originally the City envisioned allowing Community Building Community using the building as a medical clinic. However, as the City and CBC became more familiar with the building, it became evident that the CBC would be unable to use the building as a clinic.

After terminating the lease agreement with CBC, another non-profit, Utah Community Action (formerly known as Salt Lake Community Action), approached the City about leasing the property to house its Head Start program. The Head Start program is a comprehensive early childhood development program that serves low-income children and their families. UCA believes that this property will be perfect for their needs. Furthermore, UCA’s use will not violate the conditions of the City’s deed.

This agreement is intended to be a long-term arrangement, and the initial term is 20 years. UCA has agreed to pay \$2,000 per month in rent for use of the property. In addition, they have also agreed to pay for any improvements they choose to make for the property. The City would primarily be responsible for maintenance of the structure and parking areas. Additionally, the rent amount is reviewable every two years to ensure that rent does not fall far behind market rates.

**FISCAL IMPACT: Annual income of \$24,000.**

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**STAFF’S RECOMMENDATION AND MOTION:** I move that we approve Resolution No. 2016-R-23 authorizing the Mayor to execute a lease agreement with Utah Community Action for the use of the former Midvale Middle School Seminary Building.

**Attachments:** Proposed Resolution  
Lease Agreement

**MIDVALE CITY, UTAH  
RESOLUTION NO. 2016-R-23**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A LEASE AGREEMENT  
BETWEEN MIDVALE CITY AND UTAH COMMUNITY ACTION FOR USE OF THE  
FORMER MIDVALE MIDDLE SCHOOL SEMINARY BUILDING.**

**WHEREAS**, Midvale desires to improve the general well-being of Midvale residents; and

**WHEREAS**, Utah Community Action is a non-profit organization that empowers individuals to rise out of poverty by assisting with housing, utilities expenses, food security, and early education; and

**WHEREAS**, Midvale is the owner of the former Midvale Middle School Seminary Building, located at 328 W. Wasatch Street, Midvale; and

**WHEREAS**, Midvale received the property from The Church of Jesus Christ of Latter-day Saints under the condition that the property would only be used as an education center and a community medical and dental clinic; and

**WHEREAS**, Utah Community Action desires to host programs in conformance with the conditions of the property; and

**WHEREAS**, Midvale desires to lease the property to Utah Community Action for the purpose of hosting programs in conformance with the conditions of the property.

**NOW THEREFORE BE IT RESOLVED**, based on the foregoing, the Midvale City Council does hereby approve the Former Midvale Middle School Seminary Building Lease Agreement and authorizes the Mayor to sign the same between Midvale City and Utah Community Action.

**APPROVED AND ADOPTED** this 23<sup>rd</sup> day of August, 2016.

\_\_\_\_\_  
JoAnn B. Seghini, Mayor

ATTEST:

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

Voting by the City Council	“Aye”	“Nay”
Stephen Brown	_____	_____
Paul Glover	_____	_____
Quinn Sperry	_____	_____
Paul Hunt	_____	_____
Wayne Sharp	_____	_____

# Former Midvale Middle School Seminary Building Lease Agreement

This Agreement to lease the former Midvale Middle School Seminary Building is entered into on \_\_\_\_\_, 2016, by and between Midvale City (“Midvale”), a Utah Municipal Corporation, and Salt Lake Community Action doing business as Utah Community Action (“UCA”), a Utah non-profit organization.

## Background

Midvale desires to improve the general well-being of Midvale residents; and

UCA is a non-profit organization that empowers individuals to rise out of poverty by assisting with housing, utilities expenses, food security, and early education; and

Midvale is the owner of the former Midvale Middle School Seminary Building, located at 328 W. Wasatch Street, Midvale (“Property”); and

Midvale received the Property from The Church of Jesus Christ of Latter-day Saints under the condition that the Property would only be used as an education center and a community medical and dental clinic (“Permitted Use Restrictions”); and

UCA desires to use the Property to host programs in conformance with the Permitted Use Restrictions; and

Midvale desires to lease the Property to UCA for the purpose of hosting UCA’s programs in conformance with the Permitted Use Restrictions.

Therefore, in consideration of the mutual promises contained in this Agreement, it is agreed:

## Agreement

### 1. Property

Midvale leases the Property, known as the former Midvale Middle School Seminary Building, located at 328 W. Wasatch Street, Midvale, to UCA. The legal description is described within Exhibit ‘A’ of Appendix ‘1.’

### 2. Use of Property

A. **Permitted Use Restrictions.** UCA may only use the Property in conformance with the Permitted Use Restrictions. The Permitted Use Restrictions are defined in Paragraph 1, Exhibit ‘B,’ Appendix ‘1.’

B. **Prohibitions.**

i. **Contraceptives.** UCA may not use the Property to distribute contraceptives including, but not limited to, condoms and oral contraceptive pills.

- ii. **Business Activities.** UCA may not use the Property in any business activities contrary to the Permitted Use Restrictions or contrary to its non-profit status.
- iii. **Dangerous Substances.** UCA may not use the Property to store, manufacture, or sell any explosives, flammables, toxins, or other inherently dangerous substance, device, or chemical.

### 3. Term

- A. **Initial Term.** The initial term of this Agreement begins on July 1, 2016, and ends on June 30, 2036.
- B. **Renewal.** The parties may agree to renew this Agreement for additional 5-year terms. If the Parties renew the Agreement, both parties must provide written confirmation of the renewal no later than 30 days before the expiration of the lease term. There may be an indefinite number of renewals.

### 4. Payment

- A. **Amount.** UCA pays Midvale \$2,000 per month for use of the Property during the term of the Agreement.
- B. **Schedule.** UCA must make each payment to Midvale on or before the first of each month during the Agreement Term. If payment is not received by the fifth day of the month, then UCA will be considered in default.
- C. **2-Year Review.** Every two years during the lease, the parties will review and may renegotiate the payment amount of this Agreement. Any change to the payment amount will be attached to this Agreement as an addendum and must be signed by both parties.

### 5. Assignment

UCA may not sublease or assign any part of this Agreement without Midvale's written consent.

### 6. Repairs

Midvale is responsible for maintenance of the parking areas and any structural maintenance and repairs to the foundation, walls, roof, and floor structures of the Property. UCA is responsible for any repairs not covered by Midvale including, but not limited to, cosmetic repairs and snow removal. UCA, at its own expense, may add an HVAC system make any lawful alteration to the parking areas.

### 7. Alterations and Improvements

- A. **Permission.** UCA may make alterations and improvements to any part of the Property during the term of the Agreement after receiving Midvale's consent which will not be unreasonably withheld, conditioned, or delayed.
- B. **Expense.** Any alteration or improvement made to the Property is done at the UCA's sole expense.

- C. **Quality.** Any alteration or improvement made to the Property must utilize good quality materials and be done in a workmanlike manner.
- D. **Equipment.** UCA may install or remove personal property, trade fixtures, equipment, and other temporary installations in the Property during the term of the Agreement.
- E. **Equipment Ownership.** All personal property, trade fixtures, equipment, and other temporary installations acquired by UCA or its agents will remain UCA or its agents' property, free and clear of any claim by Midvale.
- F. **Repairs.** In the event that UCA damages the Property while installing or removing personal property, trade fixtures, equipment, and other temporary installations, UCA is responsible for repairing the Property at its sole expense and in a timely manner.
- G. **Permits.** UCA is responsible for getting any necessary permits and inspections prior to making any alterations and improvements. Midvale, at its own discretion, will waive any associated building and inspection fees.

## 8. **Entry**

Midvale has the right to enter the Property at reasonable hours to inspect the Property, provided Midvale does not unreasonably interfere with UCA's activities at the Property.

## 9. **Parking**

- A. **Use.** During the term of the Agreement, UCA has the non-exclusive use in common with Midvale and their guest and invitees of the non-reserved common automobile areas, driveways, and footways, subject to the rules and regulations for the use prescribed from time to time by Midvale.
- B. **Shared Parking Agreement.** Midvale will make reasonable attempts to establish a shared parking agreement with Canyon School District for UCA's overflow use of newly-constructed Midvale Middle School's parking lot.

## 10. **Landscaping and Exterior Equipment**

UCA is responsible for the maintenance of the landscaping at the Property. UCA is also responsible for ensuring that any exterior equipment at the Property including, but not limited to, the playground is maintained in good working order and in a safe condition.

## 11. **Taxes**

- A. **Midvale's Responsibility.** Midvale is responsible for paying, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the term of the Agreement on the Property. Midvale is also responsible for paying all personal property taxes with respect to Midvale's personal property, if any, at the Property.
- B. **UCA's Responsibility.** UCA is responsible for paying all personal property taxes on UCA's personal property at the Property.

## 12. **Insurance**

- A. **Comprehensive General Liability Insurance.** UCA must maintain a policy of comprehensive general liability insurance with respect to the respective activities it conducts at the Property. Midvale must be listed as an additional insured.
- B. **Fire and Extended Coverage Insurance.**
  - i. **Midvale.** Midvale maintains fire and extended coverage insurance on the Property in such amounts as Midvale deems appropriate.
  - ii. **UCA.** UCA is responsible for maintaining fire and extended coverage insurance on all of its personal property, including trade fixtures, located at the Property. UCA is solely responsible for the costs of such insurance.
- C. **Costs Not Covered By Insurance.** If any part of the Property is damaged from any act or omission of UCA or any of UCA's agents, employees, or invitees, UCA is responsible for the costs of repair not covered by insurance.

### 13. Utilities

UCA pays all charges for water, sewer, gas, electricity, and other utilities used by UCA at the Property during the term of the Agreement unless otherwise expressly agreed in writing by Midvale.

### 14. Damages and Destruction

- A. **Significant Damage.** If any part of the Property is damaged by fire, casualty, or structural defects and cannot be used for UCA's purposes, then UCA has the right to notify Midvale within 90 days to terminate the Agreement as of the date of the damage.
- B. **Minor Damage.** In the event of minor damage to any part of the Property that does not render the Property unusable for UCA's purposes, Midvale will promptly repair the damage at the cost of Midvale.
- C. **Delays.** Midvale is not liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor, or other matters which are beyond the reasonable control of Midvale when making repairs.
- D. **Rent.** UCA will not have to pay rent and other charges during any portion of the term of the Agreement that the Property are inoperable or unfit for occupancy, or use, in whole or in part, for UCA's purposes.
- E. **UCA.** The provisions of this section extend to any occurrence which is beyond UCA's reasonable control and which renders the Property inoperable or unfit for occupancy or use, in whole or in part, for UCA's activities.

### 15. UCA Default

- A. **Definition.** The following actions by UCA may be considered a default:
  - i. **Unpaid Rent.** UCA fails to pay rent to Midvale within 15 days after written notice from Midvale that UCA failed to pay rent.

- ii. **Breach of Agreement.** UCA fails to abide by a provision of the Agreement and does not cure the failure within 30 days after receiving written notice from Midvale.
- B. **Remedies.** The following actions may be taken by Midvale if UCA has defaulted on the Agreement:
- i. **Termination.** If UCA violates the Permitted Use Restrictions, the Agreement is immediately terminated. For any other default under this Agreement, Midvale may terminate the Agreement if UCA has not cured the default within 30 days of receiving written notice of the default.
  - ii. **Reenter.** If possession of the Property is not surrendered, Midvale may reenter the Property.
  - iii. **Other Rights or Remedies.** Midvale may pursue other right or remedy available to Midvale on account of UCA default, either in law or equity.
  - iv. **Mitigation.** Midvale must use reasonable efforts to mitigate its damages.
  - v. **Nonexclusive.** The remedies available to Midvale are nonexclusive. Midvale may use any combination of remedies available to it.

## 16. Midvale Default

- A. **Definition.** It is considered a default if Midvale fails to fulfill its covenants, warranties, or representations made under this Agreement and the failure continues 30 days after Midvale has received written notice specifying the failure from UCA.
- B. **Remedies.** The following actions may be taken by UCA if Midvale has defaulted on the Agreement:
- i. **Cure.** UCA may cure Midvale's default and deduct the cost from the next occurring installment of rent until UCA is fully reimbursed for the cost to cure. If the Agreement terminates before UCA receives full reimbursement, Midvale will pay the unreimbursed balance to UCA on demand.
  - ii. **Other Rights or Remedies.** UCA may pursue any other right or remedy available in the Agreement on account of Midvale default.
  - iii. **Nonexclusive.** The remedies available to UCA are nonexclusive. UCA may use any combination of remedies available to it.

## 17. Indemnification

UCA agrees to defend, indemnify, and hold harmless Midvale and its officials, officers, employees, and all others acting on Midvale's behalf from and against all damages, liabilities, and claims relating to UCA's activities and use of the Property including, but not limited to, acts of negligence, omission, or intentional harm.

## 18. Quiet Possession

As long as UCA is performing its obligations under the Agreement, Midvale covenants and warrants that Midvale will keep and maintain UCA in exclusive, quiet, peaceable, and undisturbed and uninterrupted possession of the Property during the term of the Agreement.

**19. Condemnation**

- A. **Termination.** If any legally, constituted authority condemns any part of the Property which make the Property unsuitable for leasing, this Agreement will cease when the public authority takes possession.
- B. **Rent.** Midvale and UCA will account for rental as of that date.
- C. **Rights.** Such termination will be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

**20. Notice**

Any notice required or permitted under the Agreement will be deemed sufficiently given or served if sent by United States Certified Mail, return receipt requested, addressed as follows:

*If to Midvale to:*  
Midvale City Corp.  
Attn: City Recorder  
7505 S. Holden Street  
Midvale, Utah 84047

*If to UCA to:*  
Utah Community Action  
Attn: Chief Executive Officer  
1307 South 900 West  
Salt Lake City, Utah 84104

Midvale and UCA each have the right, from time to time, to change the place notice is to be given under this paragraph by written notice to the other party.

**21. Insufficient Funding**

Due to the nature of government programs, if funding is cut to the program or not approved by a government legislature or other agency, the Agreement may be terminated with 60 days written notice and evidence of the program funding being cut or not approved.

**22. Waiver**

Failure by either party to insist upon the strict performance of any condition of this Agreement or to exercise any right or remedy found under the Agreement does not constitute a waiver. Any party may waive any of its rights or any conditions by written notice to the other party. No waiver may affect or alter the remainder of this Agreement. Every other condition in the Agreement will remain in full force with respect to any other existing or subsequently occurring breach.

**23. Memorandum of Lease**

The parties contemplate that this Agreement should not and is not to be filed for record, but in the place of it, at the request of either party, Midvale and UCA will execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Agreement.

**24. Headings**

The headings used in this Agreement are for the convenience of the parties only and are not to be considered in interpreting the meaning of any provision of this Agreement.

**25. Successors**

The provisions of this Agreement will extend to and be binding on Midvale and UCA and their respective legal representatives, successors, and assigns.

**26. Consent**

Midvale may not unreasonably withhold or delay its consent with respect to any matter for which Midvale's consent is required or desirable under this Agreement.

**27. Compliance with Law**

UCA and Midvale must comply with all laws, orders, ordinances, and other public requirements now or later passed affecting the Property.

**28. Entire Agreement**

This Agreement constitutes the entire agreement and supersedes all prior understandings or agreements relating to the lease of the Property.

**29. Modification**

Any modification to the Agreement is prohibited without prior written consent by both parties.

**30. Severability**

In the event that any provision of the Agreement is held to be void, the voided provision will be considered severable from the remainder of the Agreement and will not affect any other provision in the Agreement. If the provision is invalid due to its scope or breadth, the provision will be considered valid to the extent of the scope or breadth permitted by law.

**31. Governing Law**

The Agreement is governed, construed, and interpreted by, through, and under the laws of the State of Utah.

[Signature Page to Follow]

Midvale and UCA have read and understand the terms of the Agreement. Both parties have demonstrated their willingness to enter into the Agreement as of the date above by having their authorized representatives sign below.

**Midvale City**

---

JoAnn B. Seghini, Mayor

**Attest:**

---

Rori Andreason, City Recorder

**Utah Community Action**

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Erin Trenbeath-Murray, CEO

Appendix 1:  
*Quitclaim Deed*  
[PN 510-3711]

12062645  
6/2/2015 11:52:00 AM \$22.00  
Book - 10330 Pg - 1863-1869  
Gary W. Ott  
Recorder, Salt Lake County, UT  
KIRTON & MCCONKIE  
BY: eCASH, DEPUTY - EF 7 P.

WHEN RECORDED MAIL TO:

Midvale City  
Attn: Rori Andreason  
7505 S. Holden Street  
Midvale, Utah 84047

WITH COPY TO:

Corporation of the Presiding Bishop of  
The Church of Jesus Christ of Latter-day Saints  
Attn: Real Estate Division [510-3711]  
50 East North Temple, 12<sup>th</sup> Floor East  
Salt Lake City, Utah 84150

Tax Id No: 21-36-205-016

(space above for Recorder's use only)

**QUITCLAIM DEED**

[PN 510-3711]

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("**Grantor**"), of 50 E. North Temple, Salt Lake City, Utah 84150, hereby QUITCLAIMS to MIDVALE CITY, a Utah municipal corporation ("**Grantee**"), all of its right, title and interest in and to the real property situated in Salt Lake County, State of Utah, and more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (the "**Property**");

TOGETHER with all easements, rights and hereditaments appurtenant thereto and all improvements located thereon; and

SUBJECT TO: (i) any state of facts which an accurate survey or physical inspection of the Property might show, (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and (iii) current taxes, reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

FURTHER SUBJECT to the express condition subsequent that the Property be used as more particularly set forth in Exhibit "B", attached hereto and incorporated herein by this reference.

GRANTOR CONVEYS THE PROPERTY AND ANY AND ALL IMPROVEMENTS LOCATED THEREON IN THEIR "AS IS," "WHERE IS" CONDITION, SUBJECT TO ALL LEGAL REQUIREMENTS, WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, "WITH ALL FAULTS," INCLUDING BUT NOT LIMITED TO BOTH LATENT AND PATENT DEFECTS, AND ANY ENVIRONMENTAL CONDITIONS OR HAZARDS ON THE PROPERTY. BY ACCEPTING THIS DEED, GRANTEE WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION AND USE OF THE PROPERTY AND THE IMPROVEMENTS LOCATED THEREON INCLUDING, BUT

4835-4431-7219

ENT 12062645 BK 10330 PG 1863

NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND RELEASES AND DISCHARGES GRANTOR FROM ALL CLAIMS OF GRANTEE RELATING TO THE CONDITION OF THE PROPERTY AND THE IMPROVEMENTS THEREON.

RESERVING unto Grantor any water rights and/or mineral rights whether appurtenant to the Property or not in which Grantor may have an interest.

*[signatures and acknowledgments to follow]*

4835-4431-7219

**BK 10330 PG 1864**





**EXHIBIT A**

(Legal Description of the Property)

All that certain real property situated in Salt Lake County, State of Utah, and more particularly described as follows:

Commencing at a point on the North side of Wasatch Street which is North 0°07' East 23.31 feet and North 89°41' West 146.30 feet from the Southeast corner of Lot 53, Section 36, Township 2 South, Range 1 West, Salt Lake Meridian, and running thence North 89°41' West 56.80 feet along said North line of Wasatch Street; thence North 0°19' East 159.99 feet; thence South 89°41' East 56.80 feet; thence South 0°19' West 159.99 feet to the place of beginning.

4835-4431-7219

**BK 10330 PG 1867**

## **EXHIBIT B**

### (Condition Subsequent and Power of Termination)

This Condition Subsequent and Power of Termination (right of re-entry) is incorporated by reference into the Quitclaim Deed (the "**Deed**") to which it is attached.

1. The Property is conveyed on the express condition that it be used by Grantee, its successors and assigns, for the following and for no other purpose: (i) an education center and (ii) a community medical and dental clinic. The foregoing restrictions in this paragraph are referred to as the "**Permitted Use Restrictions.**"

2. If Grantor determines at any time that the Property is not being used as required by the Permitted Use Restrictions, Grantor shall have the right to either: (i) obtain an injunction enforcing the Permitted Use Restrictions, or (ii) terminate Grantee's estate in the Property by recording a document evidencing Grantor's election of its right to terminate (the "**Termination Notice**"). Grantor shall be entitled to reasonable attorneys' fees and costs from Grantee incurred in the enforcement of Grantor's remedies herein. If Grantor elects to record such Termination Notice, Grantor shall provide written notice thereof to Grantee addressed to Grantee's address as set forth in Section 6 below, which notice will refer to this Deed and Grantor's right to record a Termination Notice.

3. Upon Grantor's recordation of a Termination Notice, title to the Property shall automatically vest in Grantor without any further action and without payment of any purchase price by Grantor. If requested in writing by Grantor following the recordation of a Termination Notice, Grantee shall execute a quitclaim deed to the Property in favor of Grantor.

4. Grantee may transfer the Property to a third party, but the conveyance to such third party shall be subject to the condition set forth in this Deed and Grantor's power to terminate such party's interest in the Property, which condition and right shall run with the land and be binding on subsequent owners.

5. To the extent permitted by law, the Permitted Use Restrictions and Grantor's power to terminate shall have perpetual duration. If Utah law limits the period during which such rights may run with the land, then, to the extent consistent with such law, such rights shall automatically be extended at the expiration of such period for successive 20-year periods unless terminated as provided below. Notwithstanding the above, if any provision of this Deed shall be unlawful, void, or voidable for violation of the rule against perpetuities then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

6. For purposes of this Deed, notices, demands or other writings to be given, made or sent shall be deemed to be fully given, made or sent if in writing and personally delivered, deposited in the United States Mail, certified mail, return receipt requested, or delivered by reputable overnight delivery service, and addressed as follows:

GRANTOR: Corporation of the Presiding Bishop of  
The Church of Jesus Christ of Latter-Day Saints  
Attn: Real Estate Division [510-3711]  
50 East North Temple, 12th Floor East  
Salt Lake City, Utah 84150

WITH A COPY TO: Kirton McConkie  
Attn: Rob Walker  
50 E. South Temple, Suite 300  
Salt Lake City, Utah 84111

GRANTEE: Midvale City  
Attn: City Attorney  
7505 S. Holden Street  
Midvale, Utah 84047

or such other address as may be given, made or sent to a party in the manner set forth above. For purposes of this Deed, notice shall be deemed given and received: (i) when delivered, (ii) when delivery is refused, or (iii) when delivery is made to an address provided in the above notice provision or provided in accordance with the preceding sentence, but which address is no longer a valid address for the party.

[*end of exhibit*]



## MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: August 23, 2016

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**SUBJECT:** Agreement with Miller Paving, Inc. for the 9<sup>th</sup> Avenue Reconstruction Project

**SUBMITTED BY:** Keith Ludwig, P.E., City Engineer

**SUMMARY:**

The City has received funds from the State of Utah to help mitigate the issues of having the homeless shelter operate year round. A portion of these funds are to be used for the reconstruction of 9<sup>th</sup> Avenue.

We had the plans and specifications finalized and put this project out for bid. We held a bid opening on July 28, 2016 and after evaluating the bidding documents, determined that Miller Paving had the lowest responsible bid.

An award letter was sent to Miller Paving and an agreement has been prepared for this project.

We will hold a preconstruction meeting with Miller Paving as soon as possible so that they can get this project underway.

I am asking for a suspension of the rules so that you can take action on this item tonight so we can get Miller Paving started on this project as soon as possible.

**FISCAL IMPACT:** The funding for this project consists of monies received by the State of Utah which will cover Miller Paving's bid of \$388,264

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**STAFF'S RECOMMENDATION AND MOTION:**

**I move that we approve Resolution No 2016-R-29, approving the agreement with Miller Paving Inc. for the construction of the 9<sup>th</sup> Avenue Reconstruction Project and authorize the Mayor to sign the agreement.**

**Attachments:**

**Resolution No 2016-R-29  
Agreement  
Contract Documents  
Bidding Documents**

**RESOLUTION NO. 2016-R-29**

**WHEREAS**, Midvale City has received funds from the State of Utah for the reconstruction of 9<sup>th</sup> Avenue; and

**WHEREAS**, design drawings and specification have been prepared by Paul Hansen & Associates to meet City standards; and

**WHEREAS**, the City advertised the 9<sup>th</sup> Avenue Reconstruction Project to solicit bids from qualified contractors to construct this project; and

**WHEREAS**, the City held a public bid opening on July 28, 2016; and

**WHEREAS**, the City has evaluated these bids based on the criteria noted in the bid documents, and based on that evaluation wishes to award the 9<sup>th</sup> Avenue Reconstruction Project to Miller Paving Inc.; and

**WHEREAS**, an agreement has been prepared between the City and Miller Paving, Inc.

**NOW THEREFORE BE IT RESOLVED**, that based on the foregoing, the Midvale City Council adopts this resolution authorizing the Mayor to sign the agreement with Miller Paving, Inc. for the construction of the 9<sup>th</sup> Avenue Reconstruction Project.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
JoAnn Seghini, Mayor

ATTEST:

\_\_\_\_\_  
Rori L. Andreason,  
City Recorder

Voting by the City Council	“Aye”	“Nay”
Stephen Brown	_____	_____
Paul Glover	_____	_____
Quinn Sperry	_____	_____
Paul Hunt	_____	_____
Wayne Sharp	_____	_____



**MIDVALE CITY CORPORATION**  
**9<sup>TH</sup> AVENUE ROADWAY IMPROVEMENT PROJECT**  
**BID TABULATION**  
**July 28, 2016**

Item No.	Description	Estimated Quantity	Unit	Miller Paving		Kilgore Contracting		Condie Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>BID SCHEDULE "A" - ROADWAY RECONSTRUCTION</b>									
<b>GENERAL</b>									
A1	Mobilization	1	L.S.	\$13,300.00	\$13,300.00	\$27,206.00	\$27,206.00	\$125,600.00	\$125,600.00
A2	SWPP	1	L.S.	\$3,900.00	\$3,900.00	\$12,260.00	\$12,260.00	\$5,400.00	\$5,400.00
A3	Construction Layout	1	L.S.	\$10,500.00	\$10,500.00	\$5,488.00	\$5,488.00	\$7,900.00	\$7,900.00
A4	Traffic Control / Maintenance	1	L.S.	\$15,700.00	\$15,700.00	\$49,157.00	\$49,157.00	\$19,680.00	\$19,680.00
<b>DEMOLITION</b>									
A5	Demolition and Removal Existing Curb & Gutter	80	L.F.	\$9.75	\$780.00	\$6.30	\$504.00	\$6.75	\$540.00
A6	Demolition and Removal Existing Asphalt Roadway	38,000	S.F.	\$0.27	\$10,260.00	\$0.45	\$17,100.00	\$0.60	\$22,800.00
A7	Demolition and Removal Existing Asphalt Sidewalk	5,200	S.F.	\$0.30	\$1,560.00	\$1.10	\$5,720.00	\$1.30	\$6,760.00
A8	Demolition and Removal Existing Concrete Sidewalk and ADA Ramps	300	S.F.	\$2.56	\$768.00	\$1.15	\$345.00	\$1.30	\$390.00
A9	Demolition and Removal of Existing Railroad Track	1	L.S.	\$2,200.00	\$2,200.00	\$2,388.00	\$2,388.00	\$4,100.00	\$4,100.00
A10	Sawcut Existing Asphalt	550	L.F.	\$1.00	\$550.00	\$1.00	\$550.00	\$1.15	\$632.50
<b>ROADWAY</b>									
A11	Roadway Cut and Export	2,300	C.Y.	\$17.10	\$39,330.00	\$20.00	\$46,000.00	\$19.25	\$44,275.00
A12	Furnish and Install 12" Roadbase	39,000	S.F.	\$1.22	\$47,580.00	\$1.15	\$44,850.00	\$1.40	\$54,600.00
A13	Furnish and Install 4" PG 64-28 Asphalt	39,000	S.F.	\$1.82	\$70,980.00	\$1.60	\$62,400.00	\$2.30	\$89,700.00
A14	Furnish and Install 30" Curb and Gutter, APWA Type "A"	1,710	L.F.	\$21.60	\$36,936.00	\$22.00	\$37,620.00	\$76.50	\$130,815.00
A15	Furnish and Install 30" Curb and Gutter, APWA Type "D"	160	L.F.	\$21.60	\$3,456.00	\$23.00	\$3,680.00	\$76.50	\$12,240.00
A16	Furnish and Install 4' Waterway	410	L.F.	\$50.00	\$20,500.00	\$48.00	\$19,680.00	\$120.00	\$49,200.00
A17	Furnish and Install 8' Concrete Sidewalk	900	L.F.	\$36.00	\$32,400.00	\$46.00	\$41,400.00	\$92.00	\$82,800.00
A18	Asphalt Driveway Removal and Repair	2,000	S.F.	\$3.52	\$7,040.00	\$3.70	\$7,400.00	\$3.75	\$7,500.00
A19	Gravel Driveway Removal and Repair	1,700	S.F.	\$3.52	\$5,984.00	\$3.40	\$5,780.00	\$2.10	\$3,570.00
A20	Furnish and Install Concrete Water Valve Collars	2	Each	\$300.00	\$600.00	\$466.00	\$932.00	\$400.00	\$800.00

**MIDVALE CITY CORPORATION  
9<sup>TH</sup> AVENUE ROADWAY IMPROVEMENT PROJECT  
BID TABULATION  
July 28, 2016**

Item No.	Description	Estimated Quantity	Unit	Miller Paving		Kilgore Contracting		Condie Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>UTILITIES</b>									
<b>Storm Drain</b>									
A21	Furnish and Install Single Storm Drain Inlet Box	2	Each	\$2,700.00	\$5,400.00	\$3,263.00	\$6,526.00	\$1,685.00	\$3,370.00
A22	Furnish and Install Single Storm Drain Inlet Box	2	Each	\$2,900.00	\$5,800.00	\$4,114.00	\$8,228.00	\$1,900.00	\$3,800.00
A23	Furnish and Install Combo Inlet Box	1	Each	\$3,800.00	\$3,800.00	\$4,715.00	\$4,715.00	\$3,830.00	\$3,830.00
A24	Furnish and Install 15" Storm Drain (NRCP)	180	L.F.	\$44.00	\$7,920.00	\$91.00	\$16,380.00	\$110.00	\$19,800.00
A25	Furnish and Install Riprap D <sub>50</sub> =6"	1	L.S.	\$2,390.00	\$2,390.00	\$1,610.00	\$1,610.00	\$2,975.00	\$2,975.00
<b>MISCELLANEOUS OTHER</b>									
A26	Furnish and Install Pavement Striping	1	L.S.	\$2,400.00	\$2,400.00	\$1,915.00	\$1,915.00	\$2,500.00	\$2,500.00
A27	Remove and Reinstall Stop Sign	1	L.S.	\$400.00	\$400.00	\$621.00	\$621.00	\$450.00	\$450.00
A28	Install Roadway Monuments	4	Each	\$750.00	\$3,000.00	\$777.00	\$3,108.00	\$1,000.00	\$4,000.00
A29	Furnish and Install 4" PVC Conduit	1,000	L.F.	\$15.50	\$15,500.00	\$10.05	\$10,050.00	\$15.00	\$15,000.00
A30	Furnish and Install 2" PVC Conduit	1,000	L.F.	\$13.25	\$13,250.00	\$2.10	\$2,100.00	\$13.00	\$13,000.00
A31	Furnish and Install Concrete J-Rated Boxes	6	Each	\$680.00	\$4,080.00	\$544.00	\$3,264.00	\$4,250.00	\$25,500.00
<b>Bid Schedule "A" Total</b>				<b>\$388,264.00</b>		<b>\$448,977.00</b>		<b>\$763,527.50</b>	

<b>ADDITIVE ALTERNATE - BID SCHEDULE "B" - UTA TRAX CROSSING</b>									
B1	Mobilization	1	L.S.	<b>No Bid</b>		<b>No Bid</b>		<b>No Bid</b>	
B2	TRAX Crossing, Complete	1	L.S.						
Bid Schedule "B" Total									
Deduction of Bid Schedule "B" if awarded jointly with Bid Schedule "A"									
Adjusted Bid Schedule "B" Total									

**Midvale City**  
**9th Avenue Reconstruction Project**  
7/28/16

Evaluation:

		CONTRACTORS				
Criteria		Condie	Kilgore	Miller		
1 Bid Price	40%	3	2	1	0	0
2 Experience	30%	2	1	1	0	0
3 Approach	30%	2	2	1	0	0
		<b>7</b>	<b>5</b>	<b>3</b>	<b>0</b>	<b>0</b>

		WEIGHTED SCORES				
Criteria		Condie	Kilgore	Miller		
1		1.2	0.8	0.4	0	0
2		0.6	0.3	0.3	0	0
3		0.6	0.6	0.3	0	0
Total		<b>2.4</b>	<b>1.7</b>	<b>1</b>	<b>0</b>	<b>0</b>

Note: Lowest number obtained gives rating for best overall ranking score.

**Ranking      3          2          1**

Recommendation: Award Project to Miller Paving

**MIDVALE CITY CORPORATION**  
**NOTICE OF AWARD**  
(Notice of Acceptance of Bid)

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**TO: Miller Paving, Inc.**

**RE: Midvale City – 9<sup>th</sup> Avenue Reconstruction Project**

You are hereby notified that the owner has accepted your bid in the amount of:

**\$388,264.00**

for the construction of the Midvale City – 9<sup>th</sup> Avenue Reconstruction Project.

You should execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten calendar days from the date of this notice to you.

An acknowledged copy of this Notice of Award should be returned to the Owner, attention: Keith Ludwig.

Dated this 4<sup>th</sup> day of August, 2016.

Midvale City Corporation

(OWNER)

By: 

(AUTHORIZED SIGNATURE)

City Engineer

(TITLE)

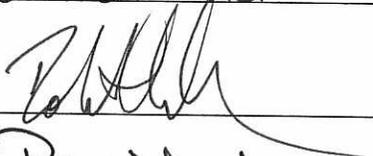
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**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by:

Robert C. Miller, this 10<sup>th</sup> day of August, 2016

By: 

Title: President

DOCUMENT 00 52 00

AGREEMENT

THIS AGREEMENT dated as of the 10<sup>th</sup> day of August, 2016, is by and between MIDVALE CITY (hereinafter called OWNER), and Miller Paving, Inc. (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. **WORK**

The Construction Contract is known as

**9th Avenue Roadway improvement Project  
Bid Schedule "A"**

2. **ENGINEER**

The Project has been designed by:

Paul Hansen Associates  
1073 East 11780 South  
Sandy, UT 84094

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

3. **CONTRACT TIME**

3.1. The Work will be substantially completed on or before **October 15, 2016**, and will be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before **October 30, 2016**. (If weather shutdown is agreed upon, revised dates will be established).

3.2. **LIQUIDATED DAMAGES**

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Hundred Dollars

(\$100.00) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete.

After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or within any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Thousand Dollars (\$1000.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

#### **4. CONTRACT PRICE**

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

#### **5. PAYMENT PROCEDURES**

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

5.1. PROGRESS PAYMENTS: All progress payments will be on the basis of the progress of the Work estimated by the engineer.

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

#### **6. INTEREST**

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

#### **7. CONTRACTOR'S REPRESENTATIONS**

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

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

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions,

and accepts the determination set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities.

No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.03 of the General Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

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

## **8. CONTRACT DOCUMENTS**

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

- 8.1. This AGREEMENT (Document 00 52 00).
- 8.2. Exhibits to this Agreement (pages \_\_\_ to\_\_\_, inclusive).
- 8.3. PERFORMANCE and PAYMENT BONDS (Documents 00 61 13 and 00 61 14, respectively).
- 8.4. NOTICE OF AWARD.

- 8.5. GENERAL CONDITIONS (Document 00 72 00).
- 8.6. MODIFICATIONS TO GENERAL CONDITIONS (Document 00 73 10).
- 8.7. Specifications bearing the title TECHNICAL SPECIFICATIONS and consisting of divisions as listed in the table of contents thereof.
- 8.8. DRAWINGS
- 8.9. Addenda numbers 1 to 1 inclusive.
- 8.10. BID (Document 00 41 00)
- 8.11. BID SCHEDULE (Document 00 43 00).
- 8.12. SUBCONTRACTOR SUPPLIER REPORT (Document 00 43 36).
- 8.13. WORK UNDER CONTRACT REPORT (Document 00 43 37).
- 8.14. BIDDER STATUS REPORT (Document 00 43 38).
- 8.15. Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.16. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the General Conditions.
- 8.17. The documents listed above are attached to the Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in the Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 and 3.05 of the General Conditions.

## **9. MISCELLANEOUS**

- 9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and

legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

**10. OTHER PROVISIONS**

None

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

This Agreement will be effective on 10<sup>th</sup> day of August, 2016.  
\_\_\_\_\_, OWNER Miller Paving Inc, CONTRACTOR

By: \_\_\_\_\_ By: [Signature]

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Attest: [Signature]

Address for Giving Notices:

Midvale City Corporation  
7505 South Holden Street  
Midvale, UT 84047

Address for Giving Notices:

P.O. Box 571039  
Murray, UT 84157-1039

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

License No.: 292925-5501

Agent for Service of Process:

\_\_\_\_\_

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

END OF SECTION

## CERTIFICATE OF RESOLUTION

The undersigned, being the Secretary of Miller Paving, Inc., a Utah corporation, certifies that the following Resolution was adopted by the Board of Directors of the Company at a meeting duly called for that purpose and held September 30, 1996. The undersigned further certifies that the said Resolution was taken from the minutes of that meeting.

RESOLVED, that the president, vice president and secretary, be, and they are hereby singly authorized and empowered to execute and deliver, on behalf of the Corporation, all and any employment agreements, construction agreements, work contracts, deeds, options, leases, management agreements, and other instruments or documents necessary or desirable for the routine conduct of the business of the Corporation.

Dated this 10<sup>th</sup> day of October, 1996.

*Dea Miller, Secretary*  
Secretary

PERFORMANCE BOND

BOND NO. 58737630

KNOW ALL BY THESE PRESENTS, That we, Miller Paving, Inc. (hereinafter called the Principal), as Principal, and Western Surety Company, a corporation Duly organized under the laws of the State of South Dakota (hereinafter called the Surety), as Surety, are held and firmly bound unto Midvale City (hereinafter called the Obligee), in the sum of Three Hundred Eighty-eight Thousand Two Hundred Sixty-four And No/100 (\$388,264.00) Dollars, for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 4th day of August, 2016

WHEREAS, said Principal has entered into a written Contract with said Obligee, dated \_\_\_\_\_ for Midvale City - 9th Avenue Reconstruction Project

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be sustained unless the same be commenced within (2) years following the date on which Principal ceased work on said Contract.

Miller Paving, Inc.  
By [Signature]

Western Surety Company  
By [Signature]  
Tina Davis, Attorney-in-Fact

PAYMENT BOND

BOND NO. 58737630

KNOW ALL BY THESE PRESENTS, That we, Miller Paving, Inc.  
Western Surety Company as Principal, hereinafter called Principal, and South Dakota  
hereinafter called Surety, are held and firmly bound unto Midvale City

as Obligee, hereinafter called Owner, for the use and benefit of Claimants as herein defined, in the amount of Three Hundred Eighty-eight Thousand Two Hundred Sixty-four And No/100 Dollars (\$388,264.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ entered into a contract with Owner for Midvale City - 9th Avenue Reconstruction Project

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall promptly make payment to all Claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant is defined as one having a direct Contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every Claimant as herein defined, who has not been paid in full before the expiration of the period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon.
3. No suit or action shall be commenced hereunder by any Claimant.
  - a) Unless Claimant, other than one having a direct Contract with the Principal, shall have given notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made.
  - b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract. If the provisions of paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  - c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this 4th day of August, 2016.

By [Signature] Miller Paving, Inc. Principal

By [Signature] Western Surety Company  
Tina Davis, Attorney-in-Fact

State of                    UT  
County of                Salt Lake                } ss:

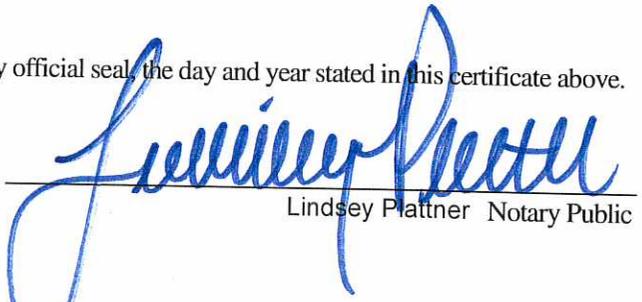
On                                August 04, 2016                                , before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

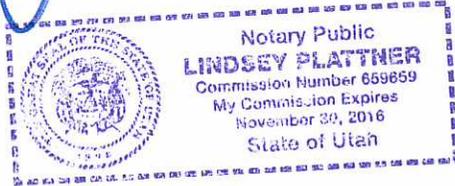
Tina Davis

known to me to be Attorney-in-Fact of Western Surety Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year stated in this certificate above.

My Commission Expires                    11/30/2016

  
Lindsey Plattner Notary Public



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Tina Davis, Lisa Hall, Lindsey Plattner, Linda Nipper, Individually**

of Salt Lake City, UT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of September, 2015.



WESTERN SURETY COMPANY

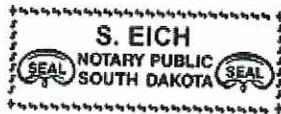
*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 29th day of September, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
February 12, 2021



*S. Eich*

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4TH day of AUGUST, 2016.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

MILLPAV-01

JOPDAHL

DATE (MM/DD/YYYY)

8/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Presidio Group, Inc. 6967 South River Gate Drive, #200 Salt Lake City, UT 84047		<b>CONTACT NAME:</b> Heather Owens <b>PHONE (A/C, No, Ext):</b> (801) 290-3217 <b>E-MAIL ADDRESS:</b> howens@presidio-group.com <b>FAX (A/C, No):</b>	
<b>INSURED</b>  Miller Paving, Inc. 5640 Riley Lane Murray, UT 84107-1557		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Employers Mutual Casualty <b>INSURER B:</b> Workers Compensation Fund <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 21415 10033	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EBL retro 1-1-05 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			4X86112	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			4X86112	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4X86112	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Agg \$ 5,000,000
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			1364734	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Verification of insurance is subject to the policy terms & conditions.

RE: Midvale City - 9th Avenue Reconstruction

**CERTIFICATE HOLDER****CANCELLATION**

Midvale City Corporation  
 7505 South Holden Street  
 Midvale, UT 84047

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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## MIDVALE CITY COUNCIL SUMMARY REPORT

August 23, 2016

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### **SUBJECT:**

Set Public Hearing for September 6, 2016 and Discussion on Zoning Ordinance Text Amendment to Clarify the Language for Parking and Landscaping Requirements for Single Family and Duplex Lots in the SF-1, SF-2, RM-12 and RM-25 Zone Districts

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### **SUBMITTED BY:**

Lesley Burns, City Planner

### **SUMMARY:**

After receiving some comments from Midvale residents indicating they have trouble understanding where and what improvements are required for parking on single family and duplex lots, the City Council requested that Staff review the current language and see if it could be clarified and written to be more easily understood by everyone. In reviewing the current language, Staff found the required information to be in both parking and landscaping subsections with wording that is difficult to follow. To address this issue, Staff prepared a proposed text amendment to add clarifying language to the parking improvement provision. This provision is included in all four of the City's residential zoning chapters. The intent of the proposed text amendment was to keep the requirements that have been in place, i.e. required parking to occur on an improved surface (driveway) with limitations on how much area a driveway can cover to ensure there is a balance of landscaping and hard surface areas in front yards, but make the language more understandable.

### **Planning Commission Recommendation**

The proposed text amendment was presented to the Planning Commission at a public hearing held on July 27, 2016. Following the public hearing and some discussion, the Planning Commission requested some additional modifications. On August 10, 2016, the Planning Commission forwarded a recommendation to the City Council to clarify the parking and landscape requirements for single family and duplex lots in the SF-1, SF-2, RM-12 and RM-25 zone districts as proposed in Attachment A.

### **FISCAL IMPACT:**

N/A

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**STAFF RECOMMENDATION:**

Staff agrees with the Planning Commission's recommendation.

**RECOMMENDED MOTION:**

N/A

**Attachments:**

- Attachment A – recommended text amendment language

## ATTACHMENT A

### SF-1, SF-2, RM-12 and RM-25 Zone Districts – Clarification for Parking and Landscaping Requirements for Single Family and Duplex Lots

Text Additions  
~~Text Deletions~~

#### Chapter 17-7-1 SINGLE FAMILY RESIDENTIAL ZONE (SF-1)

##### 17-7-1.4 Development standards.

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

- E. ~~Parking/Driveway Access.~~ Each lot shall provide two parking spaces in accordance with Section 17-7-1.8 A. ~~a garage or the side or rear yard of the property. The driveway shall have a maximum paved width of twenty feet, or forty percent of the lot frontage, whichever is greater. The driveway may extend an additional ten feet in width behind the sidewalk.~~
- F. ~~Landscaping.~~ Each lot shall be landscaped in accordance with Section 17-7-1.7 A.
- FG. ~~Utilities.~~ Each dwelling must be serviced by a public water and sewer system.

##### 17-7-1.8 Parking.

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- A. All residential lots shall provide a minimum of two improved off-street parking spaces for personal automobiles in a driveway, garage or carport, or in the side or rear yard. The driveway shall be paved with concrete or asphalt and shall have a maximum width of twenty feet, or forty percent of the lot frontage, whichever is greater. This measurement shall be taken at the drive approach and sidewalk. The paved driveway may extend an additional ten feet in width behind the sidewalk. Parking in the side or rear yard shall be improved with concrete, asphalt, concrete pavers or gravel. Parking areas surfaced with either concrete pavers or gravel must be maintained to ensure no weeds grow in these areas. With the exception of the driveway and approved side yard parking, no other portion of the front or side yards shall be surfaced or used for parking. At no time shall parking occur on any landscaped area. ~~Parking in the side or rear yard shall be improved with concrete, asphalt, concrete pavers or gravel. Parking areas surfaced with either concrete pavers or gravel must be maintained to ensure that no weeds grow in these areas. Landscaping areas in front of the dwelling space in excess of the permitted driveway width shall not be surfaced for parking.~~
- B. Storage of individual recreational vehicles (RVs), travel trailers, boat trailers and utility trailers shall occur in an improved off-street location a minimum of five feet behind the sidewalk. ~~No portion of the RV or trailer, or~~

anything attached to the RV or trailer, shall extend closer than five feet to the sidewalk. This includes, but is not limited to, hitches. Parking in the side or rear yard shall be improved with concrete, asphalt, concrete pavers or gravel. Parking areas surfaced with either concrete pavers or gravel must be maintained to ensure that no weeds grow in these areas. With the exception of the driveway and approved side yard parking, no other portion of the front or side yards shall be surfaced or used for parking. At no time shall parking occur on any landscaped area. ~~Landscaped areas in front of the dwelling space shall not be surfaced for parking.~~

C. An applicant for new development shall propose on-site parking as follows:

**Table 17-7-1.8**

**Parking**

Uses	Parking Requirement
Accessory Apartment	1 space
Accessory Structure— Occupied	1 space in addition to requirements for primary structure
Child Care Facility/Center	1 space per on-duty employee and 1 per 6 children
Group Home	The greater of: 1 space per 2 bedrooms plus 1 space per employee per shift, or 2 per 3 employees per shift
Master Planned Development	As determined by planning commission, based on the proposed uses and the potential for shared parking
Neighborhood Commercial	2 spaces per 1,000 s.f. of leasable area
Public and Quasi-Public Institution, Church and School; Public Utility; Municipal Facility	The greater of: 1 space per 5 seats, or 2 spaces per 3 employees, or 1 space per 1,000 s.f.
Single Family/Duplex	2 spaces per dwelling unit <del>(may be comprised of pavers or gravel)</del>

**Chapter 17-7-2**  
**SINGLE FAMILY RESIDENTIAL ZONE (SF-2)**

**17-7-2.4 Development standards.**

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

- E. ~~Parking/Driveway Access.~~ Each lot shall provide two parking spaces in accordance with Section 17-7-2.8 ~~A. a garage or the side or rear yard of the property. The driveway shall have a maximum paved width of twenty feet, or forty percent of the lot frontage, whichever is greater. The driveway may extend an additional ten feet in width behind the sidewalk.~~
- F. ~~Landscaping.~~ Each lot shall be landscaped in accordance with Section 17-7-2.7 A.
- ~~FG.~~ Utilities. Each dwelling must be serviced by a public water and sewer system.

**17-7-2.8 Parking.**

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- A. All residential lots shall provide a minimum of two improved off-street parking spaces for personal automobiles in a driveway, garage or carport, or in the side or rear yard. The driveway shall be paved with concrete or asphalt and shall have a maximum width of twenty feet, or forty percent of the lot frontage, whichever is greater. This measurement shall be taken at the drive approach and sidewalk. The paved driveway may extend an additional ten feet in width behind the sidewalk. Parking in the side or rear yard shall be improved with concrete, asphalt, concrete pavers or gravel. Parking areas surfaced with either concrete pavers or gravel must be maintained to ensure no weeds grow in these areas. With the exception of the driveway and approved side yard parking, no other portion of the front or side yards shall be surfaced or used for parking. At no time shall parking occur on any landscaped area. ~~Parking in the side or rear yard shall be improved with concrete, asphalt, concrete pavers or gravel. Parking areas surfaced with either concrete pavers or gravel must be maintained to ensure that no weeds grow in these areas. Landscaping areas in front of the dwelling space in excess of the permitted driveway width shall not be surfaced for parking.~~
- B. Storage of individual recreational vehicles (RVs), travel trailers, boat trailers and utility trailers shall occur in an improved off-street location a minimum of five feet behind the sidewalk. No portion of the RV or trailer, or anything attached to the RV or trailer, shall extend closer than five feet to the sidewalk. This includes, but is not limited to, hitches. Parking in the side or rear yard shall be improved with concrete, asphalt, concrete pavers or gravel. Parking areas surfaced with either concrete pavers or gravel must be maintained to ensure that no weeds grow in these areas. With the exception of the driveway and approved side yard parking, no other portion of the front or side yards shall be surfaced or used for parking. At no time shall parking occur on any landscaped area. ~~Landscaped areas in front of the dwelling space shall not be surfaced for parking.~~

C. An applicant for new development shall propose on-site parking as follows:

**Table 17-7-2.8**

**Parking**

<b>Uses</b>	<b>Parking Requirement</b>
Accessory Apartment	1 space
Accessory Structure— Occupied	1 space in addition to requirements for primary structure
Child Care Facility/Center	1 space per on-duty employee and 1 per 6 children
Group Home	The greater of: 1 space per 2 bedrooms plus 1 space per employee per shift, or 2 per 3 employees per shift
Master Planned Development	As determined by planning commission, based on the proposed uses and the potential for shared parking
Neighborhood Commercial	2 spaces per 1,000 s.f. of leasable area
Public and Quasi-Public Institution, Church and School; Public Utility; Municipal Facility	The greater of: 1 space per 5 seats, or 2 spaces per 3 employees, or 1 space per 1,000 s.f.
Single Family/Duplex	2 spaces per dwelling unit ( <del>may be comprised of pavers or gravel</del> )

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**Chapter 17-7-3**  
**MULTIFAMILY RESIDENTIAL—MEDIUM DENSITY ZONE (RM-12)**

**17-7-3.7 Parking.**

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A. All single family and duplex residential lots shall provide a minimum of two improved off-street parking spaces for personal automobiles in a driveway, garage or carport, or in the side or rear yard. The driveway shall be paved with concrete or asphalt and shall have a maximum width of twenty feet, or forty percent of the lot frontage, whichever is greater. This measurement shall be taken at the drive approach and sidewalk. The paved driveway may extend an additional ten feet in width behind the sidewalk. Parking in the side or rear yard shall be improved with concrete, asphalt, concrete pavers or gravel. Parking areas surfaced with either concrete pavers or gravel must be maintained to ensure no weeds grow in these areas. With the exception of the driveway and approved side yard parking, no other portion of the front or side yards shall be surfaced or used for parking. At no time shall parking occur on any landscaped area. Parking in the side or rear yard shall be improved with concrete, asphalt, concrete pavers or gravel. Parking areas surfaced with either concrete pavers or gravel must be maintained to ensure that no weeds grow in these areas. Landscaping areas in front of the dwelling space in excess of the permitted driveway width shall not be surfaced for parking.

B. Storage of individual recreational vehicles (RVs), travel trailers, boat trailers and utility trailers shall occur in an improved off-street location a minimum of five feet behind the sidewalk. No portion of the RV or trailer, or anything attached to the RV or trailer, shall extend closer than five feet to the sidewalk. This includes, but is not limited to, hitches. Parking in the side or rear yard shall be improved with concrete, asphalt, concrete pavers or gravel. Parking areas surfaced with either concrete pavers or gravel must be maintained to ensure that no weeds grow in these areas. With the exception of the driveway and approved side yard parking, no other portion of the front or side yards shall be surfaced or used for parking. At no time shall parking occur on any landscaped area. Landscaped areas in front of the dwelling space shall not be surfaced for parking.

**Chapter 17-7-4**  
**MULTIFAMILY RESIDENTIAL—MEDIUM TO HIGH DENSITY ZONE (RM-25)**

**17-7-4.7 Parking.**

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A. All single family and duplex residential lots shall provide a minimum of two improved off-street parking spaces for personal automobiles in a driveway, garage or carport, or in the side or rear yard. The driveway shall be paved with concrete or asphalt and shall have a maximum width of twenty feet, or forty percent of the lot frontage, whichever is greater. This measurement shall be taken at the drive approach and sidewalk. The paved driveway may extend an additional ten feet in width behind the sidewalk. Parking in the side or rear yard shall be improved with concrete, asphalt, concrete pavers or gravel. Parking areas surfaced with either concrete pavers or gravel must be maintained to ensure no weeds grow in these areas. With the exception of the driveway and approved side yard parking, no other portion of the front or side yards shall be surfaced or used for parking. At no time shall parking occur on any landscaped area. Parking in the side or rear yard shall be improved with concrete, asphalt, concrete pavers or gravel. Parking areas surfaced with either concrete pavers or gravel must be maintained to ensure that no weeds grow in these areas. Landscaping areas in front of the dwelling space in excess of the permitted driveway width shall not be surfaced for parking.

B. Storage of individual recreational vehicles (RVs), travel trailers, boat trailers and utility trailers shall occur in an improved off-street location a minimum of five feet behind the sidewalk. No portion of the RV or trailer, or anything attached to the RV or trailer, shall extend closer than five feet to the sidewalk. This includes, but is not limited to, hitches. Parking in the side or rear yard shall be improved with concrete, asphalt, concrete pavers or gravel. Parking areas surfaced with either concrete pavers or gravel must be maintained to ensure that no weeds grow in these areas. With the exception of the driveway and approved side yard parking, no other portion of the front or side yards shall be surfaced or used for parking. At no time shall parking occur on any landscaped area. Landscaped areas in front of the dwelling space shall not be surfaced for parking.