



7505 South Holden Street  
Midvale, UT 84047  
(801) 567-7200  
[www.midvalecity.org](http://www.midvalecity.org)

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## MIDVALE CITY COUNCIL MEETING AGENDA January 22, 2019

**PUBLIC NOTICE IS HEREBY GIVEN** that the **Midvale City Council** will hold a regular meeting on the **22nd day of January 2019** at Midvale City Hall, 7505 South Holden Street, Midvale, Utah as follows:

**6:00 PM PRE-MEETING WORKSHOP**

**I. STAFF REPORTS**

**6:30 PM CLOSED SESSION TO DISCUSS THE PURCHASE, EXCHANGE, OR LEASE OF REAL PROPERTY**

**7:00 PM**

**REGULAR MEETING**

**II. GENERAL BUSINESS**

- A. WELCOME AND PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. UPD AND UFA REPORTS
- D. Proclamation declaring Martin Luther King Jr. Day as Designated
- E. UDOT I-15 Northbound Project Update

**III. PUBLIC COMMENTS**

Any person wishing to comment on any item not otherwise scheduled for public hearing 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.

**IV. COUNCIL REPORTS**

- A. Council Member Paul Hunt
- B. Council Member Dustin Gettel
- C. Council Member Paul Glover
- D. Council Member Quinn Sperry
- E. Council Member Bryant Brown

**V. MAYOR REPORT**

- A. Mayor Robert M. Hale

**VI. CONSENT AGENDA**

A. Consider minutes of January 8, 2019 **[Rori Andreason, H.R. Director/City Recorder]**

**VII. ACTION ITEMS**

A. Consider request to Vacate City-Owned Property located at 7287 South Catalpa Street **[Alex Murphy, Associate Planner]**

B. Consider Ordinance No. 2019-O-01 rezoning 3.4 acres of property to include Regional Commercial Residential Overlay for 227-Mixed Use Project located at 7205 South 900 East, Midvale Creekview LLC **[Alex Murphy, Associate Planner]**

C. Consider Resolution No. 2019-R-02 Authorizing the Mayor to enter into a Development Agreement for North Union Apartments (formerly Creekview Apartments) **[Alex Murphy, Associate Planner]**

D. Consider Resolution No. 2019-R-03 Appointing Bryce Haderlie to serve on the Salt Lake County Animal Services Board **[Kane Loader, City Manager]**

E. Consider Resolution No. 2019-R-04 Appointing Bryce Haderlie to serve on the Utah Infrastructure Agency Board **[Kane Loader, City Manager]**

**VIII. DISCUSSION ITEMS**

A. Update on Community Engagement Plan **[Laura Magness, Communications Specialist]**

**IX. ADJOURN**

*In accordance with the Americans with Disabilities Act, Midvale City will make reasonable accommodations for participation in the meeting. Request assistance by contacting the City Recorder at 801-567-7207, providing at least three working day 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 also posted at the following locations on the date and time as posted above: City Hall Lobby, on the City's website at [www.midvalecity.org](http://www.midvalecity.org) and the State Public Notice Website at <http://pmn.utah.gov>. Council Members may participate in the meeting via electronic communications. Council Members' participation via electronic communication will be broadcast and amplified so other Council Members and all other persons present in the Council Chambers will be able to hear or see the communication.*

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

**DATE POSTED: JANUARY 18, 2019**

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



# Proclamation

Whereas, Dr. Martin Luther King Jr. made significant and long-lasting contributions to the social and economic progress within our nation through the movement toward racial equality and civil rights for all people, no matter their race, color, creed or occupation; including the push to desegregate public and private institutions and to provide fair rights and appropriate labor laws for union members; and

Whereas, through peaceful protests and nonviolent public demonstrations, Dr. King was a catalyst for change in how African Americans are treated, and stated that "Injustice anywhere is a threat to justice everywhere; and

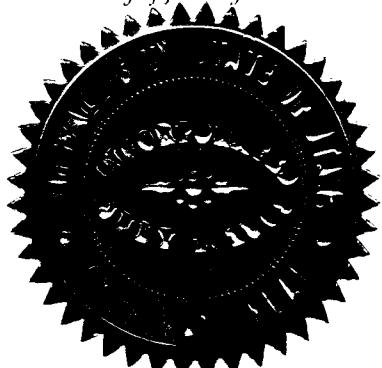
Whereas, to commemorate the life and legacy of Dr. King, on November 2, 1983, the U.S. House of Representatives passed a bill to declare Martin Luther King Jr. Day as a federal holiday to be observed annually on the third Monday of January, to represent Dr. King's birthday; and

Whereas, Midvale City recognizes and honors the contributions made by Dr. King and pledges to promote universal respect for and observance of Martin Luther King, Jr. Day and the civil rights guaranteed to all residents throughout Midvale City and our nation; and

Whereas, as we honor Dr. King this month, which would have been Dr. King's 90th birthday, it is appropriate for us to recognize and pay tribute to his inclusive civil rights work for all communities.

Now, Therefore, the Mayor and City Council of Midvale City, do hereby join with the Salt Lake County Council, members of the Martin Luther King, Jr. Human Rights Commission, and community members in proclaiming Martin Luther King Jr. Day annually as designated, and urge community and faith leaders, civil rights advocates, educators, public officials, and all people of Salt Lake County to recognize and remember Dr. Martin Luther King Jr. and his dream for a greater America.

ADOPTED on this 22<sup>nd</sup> day of January 2019.



Attest:

Shelly Reed  
Deputy Recorder

Robert Hale, Mayor

Dustin Gettel, Council Member

Paul Glover, Council Member

Quinn Sperry, Council Member

Bryant Brown, Council Member

Paul Hunt, Council Member



## CITY COUNCIL MEETING *Minutes*

**Tuesday January 8, 2019  
Council Chambers  
7505 South Holden Street  
Midvale, Utah 84047**

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**MAYOR:** Mayor Robert M. Hale

**COUNCIL MEMBERS:** Council Member Paul Hunt  
Council Member Dustin Gettel  
Council Member Paul Glover  
Council Member Quinn Sperry  
Council Member Bryant Brown

**STAFF:** Kane Loader, City Manager; Brian Berndt, Asst. City Manager/CD Director; Rori Andreason, H.R. Director/City Recorder; Lisa Garner, City Attorney; Matt Dahl, Redevelopment Agency Director; Lesley Burns, City Planner; Alex Murphy, Associate Planner; Laura Magness, Communications Specialist; Glen Kennedy, PW Director; Christopher Butte, Economic Development Director; Chief Randy Thomas, UPD; Chief Brad Larson, UFA; and Jake Shepherd, Network Administrator.

The pre-meeting workshop began at 6:00 p.m.

### **PRE-MEETING WORKSHOP**

I. Staff and Council discussed agenda items as well as updates from staff.

Council Member Bryant Brown asked staff to look at the traffic on Princeton and State Street since the light has been installed.

Mayor Hale asked staff to look at the timing of the pedestrian crossing lights on Center Street. The lights are not on long enough for the younger kids to cross to get to school.

Council Member Bryant Brown asked staff to look at a traffic light on Center Street and Locust.

Council Member Dustin Gettel discussed the problem with the parking by the Tuscany apartments. He asked the City Attorney to look into whether it's illegal for cars to park too close to a railroad.

Glen Kennedy said the red paint in the area has faded but will be repainted when it warms up.

Kane Loader said the signs should be the regulator.

Chief Thomas said he would focus on that area and look at the signage.

The Council discussed the I-15 Northbound project and the sound wall associated.

Kane Loader said he would offer to UDOT to hold a public hearing at city hall to discuss the sound wall.

Council Member Bryant Brown discussed replacing the bridges along the trails by the Jordan River.

Council Member Dustin Gettel suggested utilizing a grant from the Jordan River Commission.

Kane Loader said there is also a grant available through UDOT for the replacement of the bridges and trails access. He said the bridges are part of West Jordan as well, so the City will partner with them.

Mayor Hale called the regular meeting to order at 7:00 p.m.

**II. GENERAL BUSINESS**

**A. Welcome and Pledge of Allegiance**

**B. Roll Call** - Council Members Paul Hunt, Quinn Sperry, Bryant Brown, Dustin Gettel, and Paul Glover were present at roll call.

**C. UPD and UFA Reports**

Chief Randy Thomas said our hearts go out to Provo City with the death of one of their officers. Funeral services will be this Saturday. He said last summer a horrific homicide took place in Millcreek. The family affected by this terrible event was in need of a vehicle. Viking Auto located in Midvale, donated a vehicle to them. A local business stepped up to a family in need. The officers have been diligent in tracking our coded offences. 2017 was their peak year of 14,000 cases. 2018 cases are trending down. He said he would forward the statistics to the City as soon as he has them.

Kane Loader discussed the nine officers that are funded from the state for the homeless shelter. Other cities are asking what we did before we had funding for these officers for the shelter and homeless issues. He said we were pulling the officers from their posts and were short in some areas of the city. He thanked the Police Chief for doing a great job.

Chief Brad Larson said he too would have a report for the Council at the next meeting.

**D. Proclamation Supporting No Idling**

Mayor Hale read the proclamation supporting no idling into the record. He said the no idling has been discussed many times regarding the city. He feels that it is best resolved to ask citizens to voluntarily practice being idle free.

### **III. PUBLIC COMMENTS**

Sophia Hawes-Tingey said the whole reason she drives a Prius is to help with the air quality. She said the next Community Council meeting will be January 9<sup>th</sup>. This will be their planning meeting, so she invited everyone to attend. She discussed a recent power outage caused by a fire on the old power pole. She suggested working with crossing guards to call in a patrol officer to assist with children crossing the streets. Also engage with Rocky Mountain Power where the most hazardous utility poles are located and work with them to bury the poles.

Jodi Smith said she is also on the community council and serves as the secretary. She expressed concern that when the power went out there was no backup power anywhere.

Council Member Dustin Gettel said she could contact the owner of the building to see if there is backup power.

Jodi Smith asked about getting UTOPIA in her area around Presidential Streets. Kane Loader said the whole system should be built out within 3 years but hers may be sooner.

Holly Ernest said his agenda item regarding Catalpa was being pulled that evening. He asked that a decision be made as quickly as possible.

### **IV. COUNCIL REPORTS**

A. **Council Member Paul Hunt** – Had nothing to report.

B. **Council Member Dustin Gettel** – said the SL County Mayor special election is coming up on January 26 and is not open to the public. Debate is on January 24<sup>th</sup> at 6:00 pm at Jordan high school in Sandy, that is public.

C. **Council Member Paul Glover** – Had nothing to report.

D. **Council Member Quinn Sperry** – next meeting for shelter of the homeless is tomorrow. 2019 SL County Homeless Point in Time Count is on January 23<sup>rd</sup>-26<sup>th</sup>. They need volunteers for the county homeless count within the county. If interested in participating, you can sign up on the Facebook page.

E. **Council Member Bryant Brown** – thanked Kane and Glen. Princeton and State Street got a 4-way light. Kane and Glen quickly put in speed signs, so people can see how fast they are going. He really appreciated their quick response.

### **V. MAYOR REPORT**

**Mayor Robert Hale** had nothing to report.

Kane Loader reminded the Council about the Local Officials Day on January 30<sup>th</sup>. Please contact Shelly Reed if they desire to attend. Paul Glover would like to attend as well as Dustin Gettel.

**VI. CONSENT AGENDA**

**A. CONSIDER MINUTES OF DECEMBER 11 & 13, 2018**

**MOTION:** Council Member Paul Glover MOVED to approve the consent agenda. The motion was SECONDED by Council Member Quinn Sperry. Mayor Hale called for discussion on the motion. There being none then he called for roll call vote. The voting was as follows:

Council Member Quinn Sperry Aye  
Council Member Paul Glover Aye  
Council Member Paul Hunt Aye  
Council Member Bryant Brown Aye  
Council Member Dustin Gettel Aye

The motion passed unanimously.

**VII. ACTION ITEM**

**A. CONSIDER REQUEST TO VACATE CITY-OWNED PROPERTY LOCATED AT 7287 SOUTH CATALPA STREET FROM APPLICANT RYAN HUGHES (FOLLOW UP TO 10/16 MEETING)**

**MOTION:** Council Member Quinn Sperry Moved to table for two weeks. The motion was SECONDED by Council Member Bryant Brown. Mayor Hale called for discussion on the motion. There being none then he called for roll call vote. The voting was as follows:

Council Member Quinn Sperry Aye  
Council Member Paul Glover Aye  
Council Member Paul Hunt Aye  
Council Member Bryant Brown Aye  
Council Member Dustin Gettel Aye

The motion passed unanimously.

**B. CONSIDER A FINAL SUBDIVISION PLAT FOR PINSTRIPE COVE SUBDIVISION LOCATED AT 139 EAST 8000 SOUTH FROM APPLICANT BOYD BROWN**

Alex Murphy said the proposed Pinstripe Cove PUD Subdivision consists of eight (8) proposed residential lots and additional common area on a total of 1 acre located on 8000 South. This request has been submitted by Boyd Brown, representing the owner of the property, as part of an overall proposal for a Master Planned Development. The Planning Commission granted approval of the Conditional Use Permit and Preliminary Site Plan for the Master Planned Development, subject to the City Council's approval of the subdivision plat.

All subdivisions require a review and recommendation from the Planning Commission and approval from the City Council. Public hearings are required to be held by each body. The Planning Commission conducted a public hearing on this project on September 12, 2018 and issued a decision to approve the Master Planned Development and a recommendation to approve the subdivision plat on October 2, 2018 and approved the preliminary subdivision plat with the following conditions:

1. The applicant shall prepare a final subdivision plat to be reviewed and approved by the City Engineer, Fire Marshal, and City Council. Prior to final subdivision plat approval, the applicant shall obtain final site plan approval for the master planned development. The final subdivision plat shall be adjusted to reflect any changes required by the final site plan.
2. The applicant shall prepare a draft Declaration of Covenants, Conditions, and Restrictions, including the creation of a homeowner's association, for the development. Once approved, this document shall be recorded concurrently with the subdivision plat.
3. The applicant shall obtain duty to serve letters for water and sewer service and bond for any required public improvements prior to the subdivision plat being recorded.
4. The applicant shall provide evidence that courtesy notices have been sent to Dominion Energy, Rocky Mountain Power, Xfinity, Utopia, and Century Link regarding the utility easements on the subdivision plat with the Final Subdivision Plat application.
5. A note indicating the parking restriction along the private road shall be included on the final plat.
6. The subdivision plat and associated documents shall not be recorded until all existing structures have been removed from the property and the final site plat is approved.

The applicant has prepared and submitted the final plat. The Final Site Plan for the Master Planned Development has been approved. The CC&R's have been drafted and approved. Duty to serve letters and utility notices have been provided. The proposed subdivision plat was reviewed and approved by the City Engineer and Fire Marshal.

The last remaining requirements before recording the subdivision plat are to remove the existing structure(s) on the property and add the note prohibiting parking on the private street to the plat. Staff recommends including these requirements in a motion to approve the subdivision plat.

**STAFF RECOMMENDATION:**

Staff recommends the City Council approve the final subdivision plat for the Pinstripe Cove PUD Subdivision with the following conditions:

1. The subdivision plat associated documents shall not be recorded until all existing structures have been removed from the property and the note regarding parking on the private street has been added to the plat.
2. The applicant shall obtain all required signatures on the final subdivision plat Mylar.
3. The approved CC&Rs shall be recorded concurrently with the subdivision plat.

**MOTION:** **Council Member Bryant Brown Moved based on compliance with the requirements of the Midvale City Municipal Code demonstrated in the application or addressed by conditions of approval, I move that we approve the final subdivision plat for the Pinstripe Cove PUD Subdivision with the following conditions:** 1. The subdivision and associated documents shall not be recorded until all existing structures have been removed from the property and the note regarding parking on the private street has been added to the plat. 2. The applicant shall obtain all required signatures on the final subdivision plat Mylar. 3. The approved CC&R's shall be recorded concurrently with the subdivision plat. The motion was **SECONDED** by Council Member Quinn Sperry. Mayor Hale called for discussion on the motion. There being none then he called for roll call vote. The voting was as follows:

Council Member Quinn Sperry Aye  
Council Member Paul Glover Aye  
Council Member Paul Hunt Aye  
Council Member Bryant Brown Aye  
Council Member Dustin Gettel Aye

The motion passed unanimously.

**C. CONSIDER RESOLUTION NO. 2019-R-01 APPOINTING BRYCE HADERLIE AS THE ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR**

Mayor Robert Hale introduced Bryce Haderlie, candidate for the Assistant City Manager/Administrative Services Director position.

Bryce Haderlie said he has been involved in city government for over 20 years. He has had many different positions. He thanked staff for the opportunity to interview with Midvale City. He has been working with budget and finance for the past 14 years. He believes he has a lot of skills in regard to finance and looks forward to the opportunity to work with Midvale City.

Mayor Hale said he, Kane Loader and Brian Berndt all interviewed Bryce and felt he has the qualifications and experience. He has dealt with many of the same areas of administration that city managers and department heads deal with.

Councilmember Bryant Brown asked why he left Cottonwood Heights.

Bryce said Cottonwood Heights recently did some restructuring in their management. They made a decision to do away with the position Assistant City Manager.

Council Member Quinn Sperry asked about currently serving as the President of the Utah City Managers Assoc. Can you explain what this role is?

Bryce said the City Managers Assoc. of Utah is a local chapter of the National City Managers Assoc. There are 100-150 members throughout the state. He has been on the board for the last four years and was asked to serve as the president this last year. The organization helps to promote professional leadership in city governments.

Council Member Dustin Gettel said that he reached out to some of the people you have worked with in the past. Dustin shared the comments and they all had good things to say about Bryce.

Kane Loader said it is a great opportunity for both the city and Bryce. I think he will do a fantastic job and feels he is a great fit for this position.

Council Member Dustin Gettel asked if Bryce plans to continue the presidency for the City Managers Assoc.

Bryce said he duties for the City Manager Assoc. will go to about April of 2020. He thanked the council and staff for the opportunity.

**MOTION: Council Member Quinn Sperry Moved to Approve Resolution No. 2019-R-01 Appointing Bryce Haderlie as the Administrative Services Director.** The motion was **SECONDED** by Council Member Bryant Brown. Mayor Hale called for discussion on the motion. There being none then he called for roll call vote. The voting was as follows:

Council Member Quinn Sperry Aye  
Council Member Paul Glover Aye  
Council Member Paul Hunt Aye  
Council Member Bryant Brown Aye  
Council Member Dustin Gettel Aye

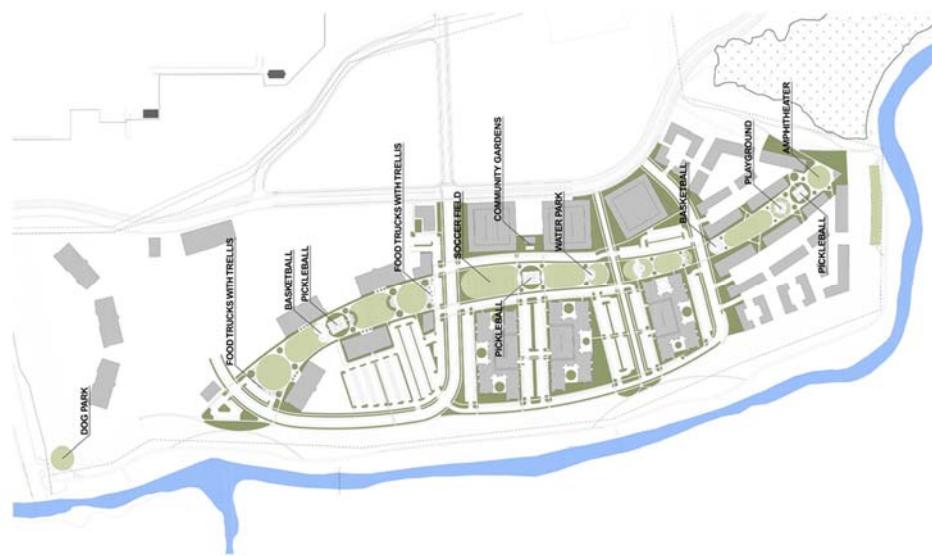
The motion passed unanimously.

## **VIII. DISCUSSION ITEMS**

### **A. DISCUSS JORDAN BLUFFS MASTER DEVELOPMENT AGREEMENT**

Brian Berndt discussed the Jordan Bluffs Master Development.

## Jordan Bluffs Park



The Linear Park area has components that will be part of the package. They are working with various Park Designers. The amenities and improvements will be based on their location in the park. The park is anticipated to be built over the next ten years.

Council Member Glover asked if they are going to build it as they go, or will it be built at the end of the 10 years.

Brian said they will build it as they go. The length of time cannot exceed ten years. We anticipate they will build from the north to the south. We are looking at a number of different things. We want to make it beneficial to all age groups. We have worked out with the developer that the 4-million donation will be put into the improvements. Some of the things we are looking at is the parking and public access. We want it to be open, so there will not be fencing along the park in the residential areas. We are looking at water features of some sort. He asked the council to send him a list of improvements they would like to see.

Council Member Quinn Sperry asked about the various features regarding ongoing expenses and how they will impact the city. Will we need to add more employees to our public works for maintenance.

Brian said that as we look at the different amenities, we are working with the Public Works Director regarding maintenance and costs.

Kane Loader said that if this was just a park, the bare minimum the developer would have to do is to put in the landscaping. They are estimating a base park of that size would be about 2 ½ million dollars to build. In addition to that we are requiring that they put in an

additional 4 million dollars' worth of improvements in the park. The total cost of the park will be about 6 million dollars.

Brian said that if we have additional funding for future phases, we may be able to add amenities with ZAP funding.

Kane Loader said the parking capabilities in this facility will have plenty of parking for this park.

Council Member Paul Glover asked about the timeline in the agreement.

Brian said as the adjacent users develop, that section of the park has to be constructed as well.

Council Member Bryant Brown is concerned with such a long time line that the cost for the amenities will go up in the next 10 years.

Brian said that is why we took the monetary amount out.

Council Member Paul Glover said the quality of the park has to be up to par. It needs to be in the development agreement that if it isn't done right, they will need to fix it.

Lesley Burns discussed the zoning ordinance.

### **Proposed Ordinance**

- Applicable to all development in Subareas 1-3
  - Commercial
  - Retail
  - Office
  - 3,500 Residential Units (includes Subarea) 4
  - All allowed used – no conditional
- Subareas divided into 14 pods for large scale master plans

### **Review Process**

- Concept Plan for work shop meeting with Planning Commission (prior to any formal application)
- Large Scale Master Plan – Planning Commission
- Development Agreement – City Council
- Site Plan Approval – Staff
- Subdivision Plats – Planning Commission/City Council

### **Large Scale Master Plan**

- Site plan showing general location and size of buildings, setbacks, streets, walkways, parking areas, general landscaping, plazas, recreational amenities
- Preliminary master utility plan
- Transportation plan showing road, bicycle and pedestrian networks

- Master parking plan
- Traffic analysis
- Illustrative architectural elevations
- Thematic design elements
- Signage master plan

## **Development Standards**

- Uses
- Building Height
- Landscape Setbacks from Roads
- Roads
- Parking (shared parking available)
- Landscape & Irrigation
- Fencing & Screening
- Outdoor Lighting
- Residential Development
- Commercial Development
- Sign Standards
- Additional Standards for Specific Uses

Council Member Bryant Brown asked what West Jordan is doing with the Jordan River.

Lesley said the information we have is in the plan and haven't heard anything.

Council Member Bryant Brown asked what we are currently zoned for, for density. Will we need to approve additional zoning for density in the residential area.

Lesley said the Planning Commission is looking at the ordinance and will make a recommendation.

Mark Murdock reviewed the proposed park project. He said the park will be developed as the project progresses. He feels the 10-year timeline would help to work through everything. They would like to build each section together.

Scott Johnson, Hales Engineering, said they included Wasatch Street, Ivy and Fern Drive in the traffic projections. He discussed the projected traffic study and concerns with the council.

Council Member Dustin Gettel asked about territorial people in the park.

Mark Murdock said it is a public park and hope all people to come to the park.

Council Member Dustin Gettel is concerned with the bordering and fencing in the park and keeping people from going in and out of the park. This is something to keep in mind going forward.

**IX. ADJOURN**

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

The meeting adjourned at 8:23 p.m.

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

Approved this 22<sup>nd</sup> day of January 2019.

PENDING



## MIDVALE CITY COUNCIL SUMMARY REPORT

**Meeting Date: January 22, 2019**

### **SUBJECT:**

Consider declaring approximately 0.49 acres of City-owned property located at 7287 South Catalpa Street surplus for future sale.

### **SUBMITTED BY:**

Alex Murphy, Associate Planner

### **SUMMARY:**

Midvale City owns a piece of property approximately 0.49 acres in size at 7287 South Catalpa Street. This is a vacant parcel, with the exception of a Utopia cabinet hub located at the east end. The City has received a request to sell the property from Ryan Hughes, who is interested in purchasing the property for a private development. After this formal request from Mr. Hughes, the adjacent property owner, Holly Ernest, also expressed interest in purchasing the property. Mr. Ernest owns a strip of land between the City's parcel and Millennium Street approximately 8' in width (see attached survey).

The City currently has no plans for development on this parcel. The UTOPIA cabinet and associated easement will need to remain on the property, should the City decide to sell. Any future development on this parcel must comply with the development standards in effect at the time of application. The current zone, Transit Oriented Development (TOD), allows a variety of uses, including residential, commercial, office, etc.

### **CITY REVIEWERS:**

§12.16.050 of the Midvale City Municipal Code establishes a process for reviewing and responding to requests to vacate City-owned property. As required by that process, this request was forwarded to other affected City departments to determine potential impacts to the City. The affected City departments concluded disposal of the property was appropriate and raised the following concerns during the internal review and discussion of the proposal:

1. The property does not have direct sewer access on Catalpa or Millennium Street. A sewer line will need to be extended to service the property if it is developed.
2. The UTOPIA easement may need to be updated if the property transfers ownership.

### **PLANNING COMMISSION PUBLIC HEARING:**

A public hearing was held by the Planning Commission on September 26, 2018 to consider the request and make a recommendation to the City Council. The Planning Commission decided to recommend sale of the property with the following conditions:

1. The future developer shall be solely responsible for any public improvements required to service the project.
2. The UTOPIA easement shall be updated, if required, to guarantee future access or clarify its impacts on future development.

### **CITY COUNCIL PUBLIC HEARING:**

The Council held a public hearing on the matter on October 16, 2018, where a decision on the item was tabled to provide time for Staff to obtain an appraisal and survey of the property. Staff has obtained those items, plus a title report, and now requests a decision from the Council.

### **APPRAISAL:**

The applicant, Mr. Hughes, commissioned a property appraisal from Matthew Frentheway, Certified Residential Appraiser with Aspen Appraisal Group, which valued the property at \$80,000 and submitted an offer to purchase the property for \$75,000.

City Staff commissioned a property appraisal from Paul and Jacob Throndsen, Certified General Appraisers with Appraisal Group LLC, which valued the property at \$200,000.

Holly Ernest, owner of adjacent parcel and second interested party in purchasing this lot, also commissioned an appraisal, from David P. Holtby, Certified General Appraiser with DH Group LLC, which valued the property at \$106,000.

### **SALE OPTIONS IF PROPERTY DECLARED SURPLUS:**

With multiple parties interested in purchasing the property and a large difference in appraised value, Staff would like direction regarding how the Council would like to proceed. Should the Council decide to declare the property surplus and proceed with sale, possible options include listing the property for competitive bids for purchase or transferring the property to the RDA to explore other sales options allowed by code.

If the Council wishes to encourage prompt development of the site, a reversionary interest could be included as a condition for the sale, a development agreement could be required prior to transfer, or both could be required as a condition of the sale.

### **FISCAL IMPACT:**

Should the Council decide to sell the property, the City will receive funds, up to the market value of the property, in exchange and will no longer have maintenance responsibilities for the property.

If the property is not sold, the City will continue to be responsible for ongoing maintenance of the property.

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### **STAFF RECOMMENDATION:**

Staff and the Planning Commission recommend the City Council declare the approximately 0.49-acre property located at 7287 South Catalpa Street as surplus and provide direction on how to proceed with the sale of the property.

**RECOMMENDED MOTION – DECLARE SURPLUS:**

*“I move that we declare the approximately 0.49-acre property located at 7287 South Catalpa Street as surplus and direct Staff to prepare a resolution to proceed with the sale of the property to include the following parameters:*

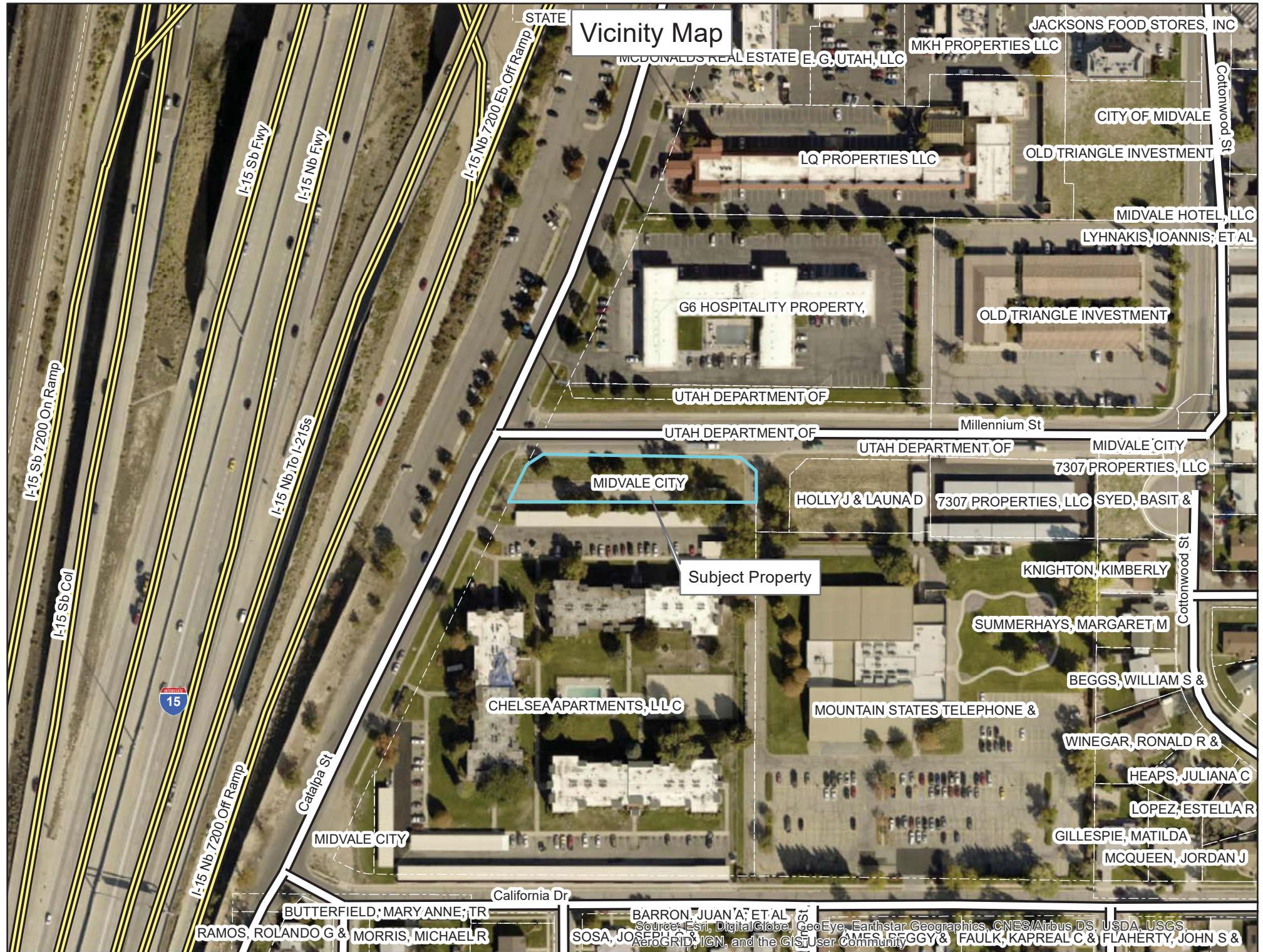
1. *Property sale price to be no less than \$\_\_\_\_\_.*
2. *Utopia easement to remain with necessary modifications to easement description/location to work with future development.*
3. *Process to determine buyer shall be based upon \_\_\_\_\_.*
4. *Purchase contract to include \_\_\_\_\_.*

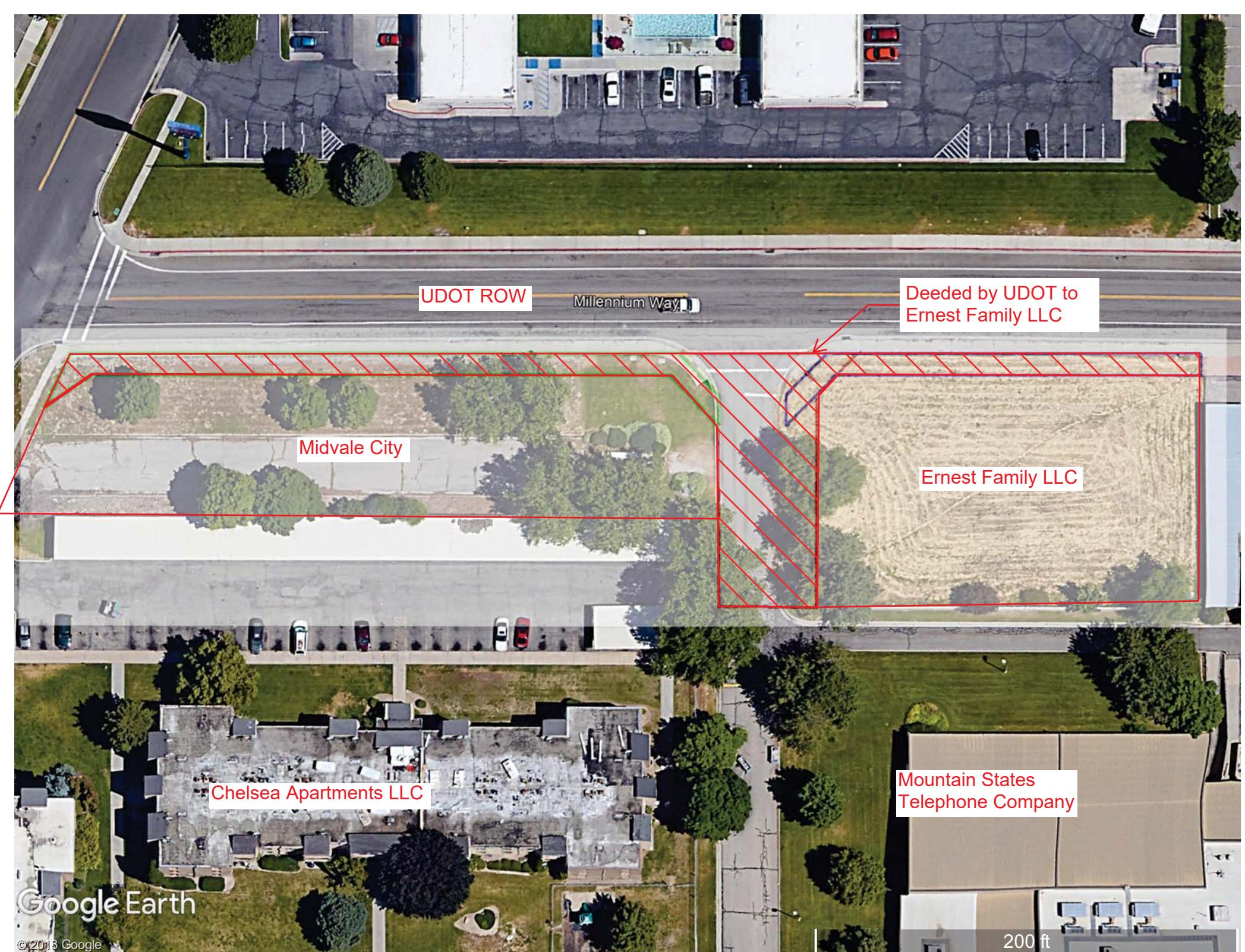
**ALTERNATE MOTION – RETAIN PROPERTY:**

*“I move that we deny the request to declare the approximately 0.49-acre property located at 7287 South Catalpa Street as surplus.”*

**ATTACHMENTS:**

- Vicinity Map
- Property Ownership Map
- Title Report
- ALTA Survey







1996 East 6400 South, Suite 120, Salt Lake City, UT 84121  
Phone: 801 277 9999 | Fax: 801 277 1411

## REAL PROPERTY REPORT OF TITLE

File Number 107473-TOF

1. Effective Date:  
October 11, 2018 at 07:30 AM
2. The estate or interest in the land described or referred to in this Report is Fee Simple and title thereto is at the effective date hereof vested in:  
Midvale City
3. The land referred to in this Report is situated in the County of Salt Lake, State of Utah, and is described as follows:

**See Exhibit A attached hereto**

NOTE(S): Parcel Identification Number: 21-25-176-032 (for reference purposes only)

The property described herein also known by the street address of:

7287 South Catalpa Street  
Midvale, UT 84047

## RECORD MATTERS

The following items affect title to said real property:

1. Taxes for the year 2018 are EXEMPT under Parcel No. 21-25-176-032. Taxes for the year 2017 were EXEMPT under Parcel No. 21-25-176-032.
2. Subject Land is located within the boundaries of Midvale City, and is subject to any assessments thereof. For more information please call 801-567-7200.
3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
4. Claim, right, title or interest to water or water rights whether or not shown by the public records.
5. Perpetual Non-Exclusive Cable and Facilities Easement in favor of Utah Telecommunications Open Infrastructure Agency, an interlocal cooperative agency to locate, survey, conduct environmental surveys for, excavate, construct, entrench, maintain, protect, inspect, operate, repair and replace the cables and associated system facilities, hardware and equipment and incidental purposes, by instrument dated January 27, 2006 and recorded February 21, 2006, as Entry No. [9641777](#), in Book 9257, at Page 2432.
6. Notwithstanding those items described herein-above, the Land is also subject to any additional discrepancies, conflicts in the boundary lines, shortage in area, encroachments, or any other facts which an ALTA/NSPS Survey, (made in accordance with the current Minimum Standard Detail Requirements for Land Title Surveys jointly established and adopted by (ALTA) American Land Title Association and (NSPS) National Society of Professional Surveyors) may disclose.

NOTE: The following names have been checked for judgments:

**Midvale City**

No unsatisfied judgments appear of record in the last eight years except as shown herein.

NOTE: This report is provided for informational purposes only. Liability hereunder is limited to the compensation received for this report.

## EXHIBIT A

A tract of land, situate in the Southeast quarter of the Northwest quarter of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said tract of land are described as follows:

Beginning at a point which is 1945.90 feet South and 657.10 feet West and 183.69 feet South  $25^{\circ}52'14''$  West from the North quarter corner of said Section 25 (Note: said point of beginning is also 1960.12 feet South  $00^{\circ}19'02''$  West along the section line and 1971.07 feet East and 183.69 feet South  $25^{\circ}52'14''$  West from the Northwest corner of said Section 25) and running thence North  $25^{\circ}52'14''$  East 56.73 feet; thence North  $55^{\circ}52'07''$  East 26.69 feet; thence South  $89^{\circ}58'53''$  East 273.57 feet; thence South  $43^{\circ}41'53''$  East 33.25 feet; thence South  $00^{\circ}03'55''$  West 42.28 feet; thence North  $89^{\circ}56'05''$  West 343.34 feet to the point of beginning.

LESS AND EXCEPTING the following:

A parcel of land located in the Southeast quarter of the Northwest quarter of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point which is South 593.110 meters (1945.88 feet) and West 200.283 meters (657.09 feet) and South  $25^{\circ}52'14''$  West 38.697 meters (126.96 feet) from the North quarter corner of said Section 25 and running thence North  $25^{\circ}52'14''$  East 8.461 meters (27.76 feet); thence South  $89^{\circ}58'53''$  East 87.732 meters (287.83 feet); thence South  $43^{\circ}41'53''$  East 8.254 meters (27.08 feet); thence South  $00^{\circ}03'55''$  West 4.407 meters (14.46 feet); thence North  $43^{\circ}41'53''$  West 10.135 meters (33.25 feet); thence North  $89^{\circ}58'53''$  West 83.384 meters (273.57 feet); thence South  $55^{\circ}52'07''$  West 8.135 meters (26.69 feet) to the point of beginning.





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## MIDVALE CITY COUNCIL SUMMARY REPORT

**Meeting Date: January 22, 2019**

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### **SUBJECT:**

Consider request to rezone property located at approximately 7205 South 900 East from the Regional Commercial (RC) zone to Regional Commercial with Residential Overlay (RCRO) zone (Ordinance 2019-O-01) and consider proposed Development Agreement (Resolution R-2019-R-02) for the North Union Apartments project to redevelop the property into a mixed-use project with 227 residential units and 7500 SF of commercial space.

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### **SUBMITTED BY:**

Alex Murphy, Associate Planner

### **SUMMARY:**

The applicant, RW Midvale Creekview LLC represented by Adam Davis, is proposing to redevelop approximately 3.4 acres of property located at 7205 South 900 East, including the Flower Patch property and Creekview Plaza office complex, into a mixed-use project with 7500 SF of commercial space, 227 residential apartment and townhome units, a 2-story parking garage, and various other amenities. The proposal includes 7 existing parcels located between North Union and South Union Avenues, 900 East, and the East Jordan Canal. The existing structures will be removed to accommodate this project.

This property is located in the Regional Commercial (RC) zone and is adjacent to properties in the RC and Residential Multifamily – Medium to High Density (RM-25) zones. The applicant is proposing to utilize the Regional Commercial Residential Overlay (RCRO) for the high density residential component of this proposal. For this development to proceed as proposed, the following approvals are required from the City:

1. Rezone of the 3.4-acre property to include the Regional Commercial Residential Overlay (RCRO).
2. Conditional use permit for the mixed-use element.
3. Site plan approval.
4. Development agreement.

The Planning Commission reviewed this development proposal and conducted a public hearing on November 14, 2018. The Planning Commission considered the submitted information and public comment before deciding to recommend approval of the rezone request including the associated development plan with the following motion:

*Based on the following findings, I move that we forward a recommendation to the Midvale City Council to approve a rezone of 7205 South 900 East and associated parcels to the Regional Commercial zone with Residential Overlay:*

1. *The proposed rezoning is consistent with the goals of the 2016 Midvale City General Plan;*

2. *The proposed redevelopment of these properties fulfills the goals of the Regional Commercial Residential Overlay; and*
3. *The proposed redevelopment supports and enhances the existing Fort Union commercial area.*

*It is recommended that the effective date of an ordinance approving the rezone be tied to the City Council's approval and execution of a Development Agreement for the project site.*

The Planning Commission also approved the preliminary site plan and conditional use permit for the project, subject to a number of conditions including approval of the rezone by the City Council. A copy of this approval is attached.

On December 4, 2018, the City Council held a public hearing on the request to rezone the property to Regional Commercial with Residential Overlay (RCRO). After hearing public comment, the Council tabled a decision on the rezone to provide time for the required Development Agreement to be drafted. A Development Agreement has been prepared, reviewed and approved by all involved, and is now ready for Council consideration. The Agreement includes the following:

- The agreement will run with the property and will be binding on any successors/assigns of the current Developer in the future;
- Requires the Developer to construct the project in accordance with the approved Final Site Plan for the project. The Final Site Plan must be consistent with the Preliminary Site Plan and Conditional Use Permit approved by the Planning Commission.
- Vests the property owner for the use and density indicated on the approved development plan for 5 years.
- Requires a pedestrian connection to The Shops at Fort Union project to support pedestrian activity between the residential and commercial developments.

If the City Council is comfortable with this Agreement, Staff has prepared a resolution that would authorize the Mayor to sign the Development Agreement on behalf of the City.

**FISCAL IMPACT:** N/A

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**STAFF RECOMMENDATION:**

Staff agrees with the Planning Commission's recommendation of approval for the requested rezone and recommends the City Council approve Ordinance 2019-O-01, rezoning the property to include the Regional Commercial Residential Overlay. To ensure the rezone fulfills the goals of the RCRO, Staff further recommends the Council approve Resolution 2019-R-02, authorizing the Mayor to enter into a Development Agreement for the North Union Apartments project.

**RECOMMENDED MOTIONS:**

Rezone:

*"Based on the following findings, I move that we adopt Ordinance 2019-O-01, rezoning approximately 3.4 acres located at 7205 South 900 East to include the Regional Commercial Residential Overlay:*

1. *The proposed rezoning is consistent with the goals of the 2016 Midvale City General Plan;*

2. *The proposed redevelopment of these properties fulfills the goals of the Regional Commercial Residential Overlay; and*
3. *The proposed redevelopment supports and enhances the existing Fort Union commercial area.”*

**Development Agreement:**

*“I move that we adopt Resolution 2019-R-02, authorizing the Mayor to enter into a Development Agreement for the North Union Apartments project, as presented.”*

**ALTERNATE MOTION – DENY:**

*“I move that we deny the proposed rezone for the following reasons:*

1. ...
2. ... ”

**ATTACHMENTS:**

- Vicinity Map
- Proposed Ordinance 2019-O-01
- Proposed Resolution 2019-R-02
- North Union Apartments Development Agreement (includes site plans as exhibit)



## **ORDINANCE NO. 2019-O-01**

### **AN ORDINANCE REZONING APPROXIMATELY 3.4 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 7205 SOUTH 900 EAST FROM REGIONAL COMMERCIAL (RC) TO REGIONAL COMMERCIAL WITH RESIDENTIAL OVERLAY (RCRO); 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 November 14, 2018, which meeting was preceded by notice of publication in the Salt Lake Tribune and Deseret News, on October 31, 2018, to review the request for rezone, and, after considering all of the information received, made a recommendation to approve the rezone request thereon to the City Council; and

**WHEREAS**, the City Council of Midvale City, Utah held a public hearing on December 4, 2018, which meeting was preceded by notice by publication in the Salt Lake Tribune and Deseret News, on November 20, 2018; 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. 22-29-130-007; 22-29-130-008; 22-29-130-009; 22-29-130-011; 22-29-130-013; 22-29-130-017; and 22-29-130-019) described in Exhibit A attached hereto

and by this reference made a part hereof, which properties are located at approximately 7205 South 900 East, Midvale, Utah, and are currently zoned Regional Commercial (RC), shall be zoned Regional Commercial with Residential Overlay (RCRO).

**ZONING PRIOR TO EFFECTIVE DATE OF THIS ORDINANCE:**

Regional Commercial (RC)

**ZONING AFTER EFFECTIVE DATE OF THIS ORDINANCE:**

Regional Commercial with Residential Overlay (RCRO)

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 \_\_\_\_\_, 20\_\_.

---

Robert Hale, Mayor

ATTEST:

Rori Andreason, MMC  
City Recorder

Voting by City Council	“Aye”	“Nay”
Quinn Sperry	_____	_____
Paul Glover	_____	_____
Paul Hunt	_____	_____
Bryant Brown	_____	_____
Dustin Gettel	_____	_____

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

**“EXHIBIT A”**  
(Ordinance No. 2019-O-01)

**REZONE APPROXIMATELY 3.4 ACRES OF PROPERTY LOCATED AT  
APPROXIMATELY 7205 SOUTH 900 EAST FROM REGIONAL  
COMMERCIAL (RC) TO REGIONAL COMMERCIAL WITH  
RESIDENTIAL OVERLAY (RCRO):**

Legal Descriptions:

Parcel 1: (22-29-130-007 / 7205 South 900 East / 0.24 ac.)

COMMENCING 27.4 RODS EAST AND 73.4 RODS SOUTH FROM THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 16 RODS; THENCE SOUTH 66° EAST 3 RODS; THENCE NORTH 1° EAST TO A POINT DUE EAST OF BEGINNING; THENCE WEST TO BEGINNING.

LESS AND EXCEPTING THAT PORTION LYING WITHIN SOUTH UNION AVENUE.

Parcel 2: (22-29-130-008 / 7205 South 900 East / 0.28 ac.)

COMMENCING 27.4 RODS EAST AND 89.4 RODS SOUTH AND SOUTH 66° EAST 3 RODS FROM THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 66° EAST 45.64 FEET, MORE OR LESS; THENCE NORTH 16.2 RODS; THENCE WEST 31.6 FEET, MORE OR LESS TO A POINT DUE NORTH FROM BEGINNING, THENCE SOUTH 1° WEST TO BEGINNING.

LESS AND EXCEPTING THAT PORTION WHICH LIES WITHIN SOUTH UNION AVENUE.

Parcel 3: (22-29-130-009 / 913 East South Union Avenue / 0.21 ac.)

BEGINNING AT A POINT ON THE NORTH LINE OF SOUTH UNION AVE. WHICH IS SOUTH 1502.38 FEET AND WEST 745.19 FEET FROM THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ALSO SOUTH 66°14'47" EAST 224.84 FEET AND NORTH 6°30'39" EAST 34.55 FEET FROM THE MONUMENT IN THE INTERSECTION OF NINTH EAST STREET AND SOUTH

UNION AVE., AND RUNNING THENCE NORTH  $66^{\circ}14'47''$  WEST 45.86 FEET ALONG SAID NORTH LINE OF SOUTH UNION AVE. TO THE WEST DEED LINE OF THE SCHINDLER PROPERTY AS DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED RECORDED MARCH 14, 1980 AS ENTRY NO. 3410957 IN BOOK 5067 AT PAGE 65 OF OFFICIAL RECORDS; THENCE NORTH  $1^{\circ}00'$  EAST 170.59 FEET TO AN OLD WIRE FENCE LINE; THENCE SOUTH  $81^{\circ}00'$  EAST 60.24 FEET TO A 6 FOOT CHAIN LINK FENCE; THENCE SOUTH  $6^{\circ}30'39''$  WEST 180.79 FEET ALONG SAID FENCE LINE TO THE POINT OF BEGINNING.

Parcel 4: (22-29-130-011 / 935 East South Union Avenue / 0.33 ac.)

BEGINNING AT A POINT SOUTH  $55^{\circ}18'$  EAST 2562.4 FEET FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH  $42^{\circ}32'$  WEST 125.4 FEET; THENCE NORTH  $72^{\circ}16'$  WEST 98.6 FEET; THENCE NORTH  $11^{\circ}$  EAST 115.5 FEET; THENCE SOUTH  $73^{\circ}$  EAST 150.2 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION CONVEYED TO SALT LAKE COUNTY A BODY POLITIC AND CORPORATE BE THAT CERTAIN WARRANTY DEED RECORDED FEBRUARY 28, 1984 AS ENTRY NO. 3909828 IN BOOK 5534 AT PAGE 1679 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF SOUTH UNION AVENUE, SAID POINT BEING SOUTH  $42^{\circ}32'$  WEST 119.0 FEET FROM AN OLD ESTABLISHED FENCE CORNER WHICH FENCE CORNER IS SOUTH 1464.77 FEET AND WEST 524.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH  $42^{\circ}32'$  WEST 6.40 FEET; THENCE NORTH  $72^{\circ}16'$  WEST 80.58 FEET; THENCE NORTH  $9^{\circ}50'54''$  EAST 10.81 FEET TO SAID PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF SOUTH UNION AVENUE; THENCE SOUTH  $66^{\circ}14'47''$  EAST ALONG SAID PROPOSED NORTHERLY LINE 24.59 FEET; THENCE SOUTH  $70^{\circ}03'40''$  EAST ALONG SAID PROPOSED NORTHERLY LINE 60.34 FEET TO THE POINT OF BEGINNING.

Parcel 5: (22-29-130-013 / 942 East North Union Avenue / 0.83 ac.)

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF NORTH UNION AVENUE, SAID POINT BEGIN SOUTH 1156.45 FEET AND WEST 510.59 FEET FROM THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH  $18^{\circ}00'46''$  WEST 133.00 FEET; THENCE NORTH  $71^{\circ}59'14''$  WEST 87.50 FEET; THENCE SOUTH  $09^{\circ}50'54''$  WEST 122.62 FEET;

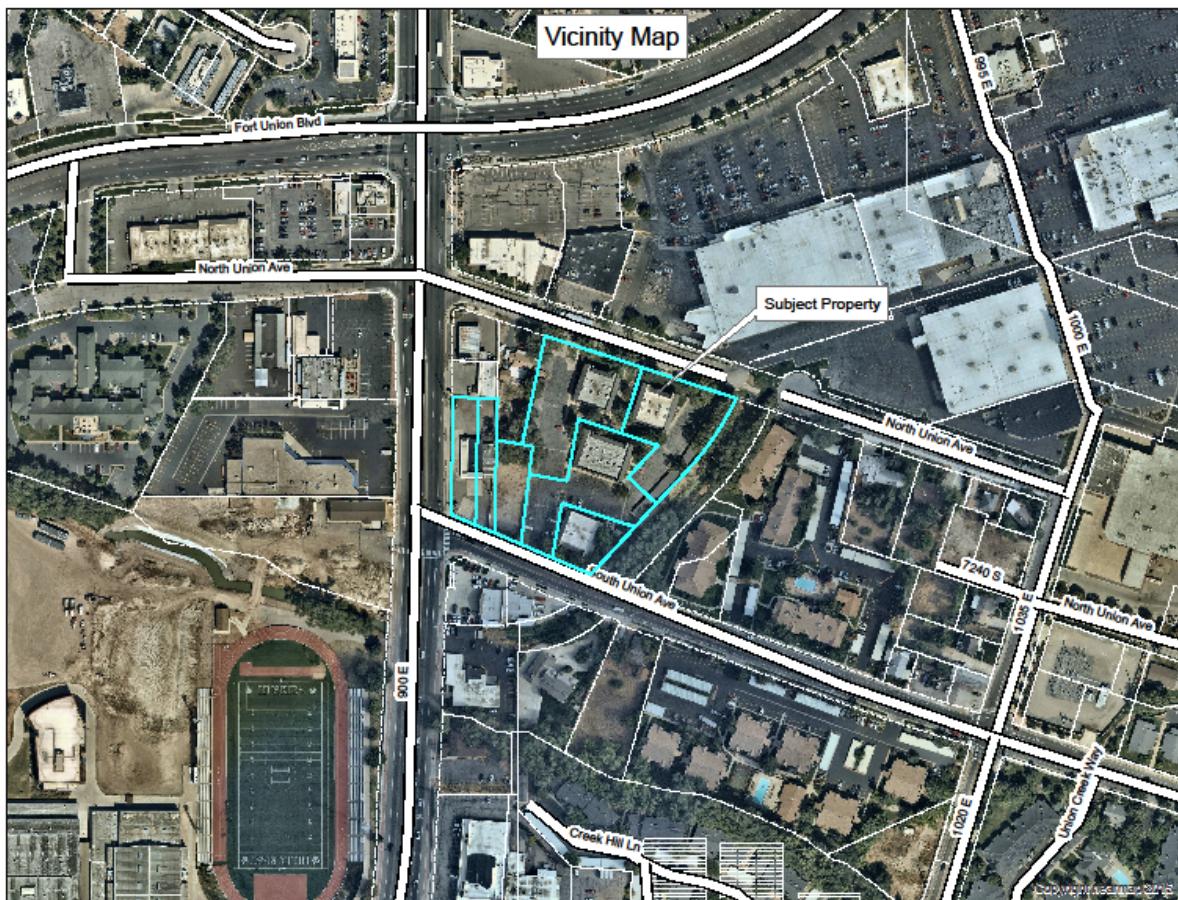
THENCE NORTH 80°09'06" WEST 74.57 FEET; THENCE NORTH 6°30'39" EAST 55.02 FEET; THENCE NORTH 81°00' WEST 17.61 FEET, MORE OR LESS, TOT HE WEST LINE OF GRANTOR'S PROPERTY, BEING THE EAST LINE OF DINKELMAN PROPERTY; THENCE NORTH 11°48' EAST ALONG COMMON BOUNDARY OF GRANTOR'S AND DINKELMAN PROPERTY 215.48 FEET TOT EH SOUTHERLY RIGHT OF WAY LINE OF SAID NORTH UNION AVENUE; THENCE SOUTH 71°59'14" EAST ALONG SAID LINE 198.99 FEET TO THE POINT OF BEGINNING.

Parcel 6: (22-29-130-017 / 954 East North Union Avenue / 0.70 ac.)

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF NORTH UNION AVENUE, SAID POINT BEING SOUTH 1156.45 FEET AND WEST 510.59 FEET FROM THE NORTH QUARTER CORNER OF SECTION29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 71°59'14" EAST ALONG SAID RIGHT OF WAY LINE 190.81 FEET TO A POINT ON A 550.96 FOOT RADIUS CURVE TOT HE RIGHT, THE CENTER OF WHICH BEARS NORTH 64°46'30" WEST FROM SAID POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 166.44 FEET TO A POINT OF TANGENCY; THENCE SOUTH 42°32' EAST 84.90 FEET; THENCE NORTH 71°59'14" WEST 75.13 FEET; THENCE NORTH 18°00'46" EAST 133.00 FEET TO THE POINT OF BEGINNING.

Parcel 7: (22-29-130-019 / 948 East North Union Avenue / 0.79 ac.)

BEGINNING AT A POINT PERPENDICULAR TO AND 40.00 FEET NORTHERLY FROM THE CENTERLINE OF SOUTH UNION AVENUE, SAID POINT ALSO BEING SOUTH 1521.98 FEET AND WEST 683.68 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;L THENCE NORTH 66°14'47" WEST PARALLEL TO THE NORTHERLY RIGHT OF WY LINE OF SAID SOUTH UNION AVENUE 66.31 FEET; THENCE NORTH 06°30'39" EAST ALONG A FENCE LINE 312.19 FEET; THENCE SOUTH 71°59'14" EAST 162.63 FEET; THENCE SOUTH 42°32' WEST 84.90 FEET; THENCE SOUTH 47°28' EAST 75.00 FEET; THENCE SOUTH 42°32' WEST 61.53 FEET; THENCE NORTH 72°19'55" WEST ALONG A FENCE LINE 148.92 FEET; THENCE SOUTH 09°50'54" WEST ALONG A FENCE LINE 103.94 FEET TO THE POINT OF BEGINNING.



**MIDVALE CITY, UTAH  
RESOLUTION 2019-R-02**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
DEVELOPMENT AGREEMENT BETWEEN MIDVALE CITY CORPORATION  
AND MIDVALE CREEKVIEW HOLDINGS, LLC FOR THE NORTH UNION  
APARTMENTS PROJECT**

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

**WHEREAS**, the City adopted a Regional Commercial Residential Overlay zone (“Overlay Zone”) to encourage a mix of residential and commercial uses to help provide the critical mass necessary to support existing commercial, attract new and viable businesses, and support the growth of the region. The Overlay Zone includes development standards to be applied in approving or disapproving a proposed development; and

**WHEREAS**, the Overlay Zone requires a development agreement between the property owner and the City to accompany an approved development plan to ensure the property owner complies with the development standards of the Overlay Zone, conditional use permits and site plan approvals, and allows the property owner the right to develop in accordance with the approved plan for a specified period of time, not to exceed five (5) years; and

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

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

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

**Section 1.** The Midvale City Council has reviewed the attached Development Agreement between Midvale City Corporation and Midvale Creekview Holdings, LLC (“Developer”).

**Section 2.** The Midvale City Council, through its understanding of the goals of the Midvale City General Plan, the Overlay Zone land use regulations and the proposed North Union Apartments Project, believes it is in the best interest of the Developer and the City to enter into such Development Agreement.

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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Robert M. Hale, Mayor

ATTEST:

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Rori Andreason, MMC  
City Recorder

Voting by City Council	“Aye”	“Nay”
Bryant Brown	_____	_____
Dustin Gettel	_____	_____
Paul Glover	_____	_____
Paul Hunt	_____	_____
Quinn Sperry	_____	_____

When recorded, return to:

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

**DEVELOPMENT AGREEMENT  
(NORTH UNION APARTMENTS PROJECT)**  
Midvale City, Utah

THIS DEVELOPMENT AGREEMENT (this “Development Agreement”) is entered into as of this \_\_\_\_ day of January, 2019 by and between Midvale Creekview Holdings, LLC, a Utah limited liability company (“Developer”), and Midvale City Corporation, a Utah municipal corporation (“Midvale City” or “City”). Developer and City are sometimes referred to herein, individually, as a “Party,” and collectively, as the “Parties.”

A. Property. Developer is the owner of certain real property within Midvale City (as more particularly defined below, the “Property”).

B. North Union Apartments Project. Developer intends to construct on the Property a mixed-use, multi-family and commercial project known as the North Union Apartments (as more particularly defined below, the “Project”).

C. Zoning. Property is zoned, pursuant to the City’s Zoning Ordinance, as Regional Commercial with Residential Overlay Zone (hereinafter referred to as “RCRO Zone”). This zone establishes the procedural and substantive requirements for approval by the City for development on the Property. Section 17-7-12.1.8 of the Midvale City Municipal Code requires the Property to be developed in accordance with this Agreement, including the development plans contained herein.

D. Conditional Use Permit and Preliminary Site Plan. The Midvale City Planning Commission approved a Conditional Use Permit and Preliminary Site Plan for the Project on November 14, 2018. The findings and conditions of approval of the Conditional Use Permit and Preliminary Site Plan are set forth in the letter from the City to Developer attached as **Exhibit B**. The approved Preliminary Site Plan for the Project relating to these conditions is attached as **Exhibit C** (the “Preliminary Site Plan”).

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

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

## Article 1

### The Project

1.1 Legal Description of Property. The property owned by Developer that is covered by this Agreement consists of approximately 3.4 acres of land located at 7205 South 900 East, between North Union Avenue, South Union Avenue, 900 East, and the Jordan Salt Lake City Canal, and is more fully described in **Exhibit A** (the “Property”).

1.2 Description of Project. The Developer’s planned project for the Property consists of replacing the existing office building complex and commercial space with a mixed-use building containing no more than 227 residential units in four stories of apartments and one- to two-story townhomes; approximately 7500 square feet of leasable commercial tenant space; a two-story parking garage containing 372 parking stalls; indoor and outdoor recreation amenity space; 20 surface-level parking stalls; a pedestrian plaza between the building and 900 East; a pedestrian connection to the north across North Union Avenue; and landscaping. These project improvements are shown and described on the Preliminary Site Plan. Notwithstanding anything contained to the contrary herein, the type and number of residential units in the building may be revised, not to exceed 227 total units, provided Developer demonstrates to City that Developer is maintaining the required number of parking stalls for the number and type of residential units in the Project.

#### 1.3 Project Approval.

1.3.1 Approval. Pursuant to the provisions of Title 17 of the Midvale Municipal Code and the RCRO Zone (Chapters 17-7-12 and 17-7-12.1 of the Midvale City Municipal Code) in effect as of the date of this Agreement (together, the “Zoning Ordinance”), the Project has been approved by the City, subject to the provisions of the Zoning Ordinance in effect on the date hereof, the Conditional Use Permit, the Preliminary Site Plan and Preliminary Site Plan Conditions, and this Agreement. City Staff approval of the Final Site Plan for the Project shall be required to ensure all conditions of the Preliminary Site Plan and Conditional Use Permit approvals are satisfied before construction may commence on the Project. All construction and improvements for the Project shall follow the approved Final Site Plan and this Agreement.

1.3.2 Vested Rights. The City acknowledges and agrees that Developer has the vested right to develop and construct the Project in accordance with the provisions of the Zoning Ordinance in effect on the date hereof, the Preliminary Site Plan and Preliminary Site Plan Conditions, the Conditional Use Permit, and this Agreement, subject to City Staff approval of a Final Site Plan for the Project, including proof of water and sewer availability for the Project from the service providers for this Property; provided, however, that the Developer acknowledges and agrees that the construction and operation of the Project is subject to all Applicable Laws as defined in Section 3.3 of this Agreement.

1.3.3 Reserved Legislative Powers and Zoning Authority of the City. Notwithstanding the provisions of Section 1.3.2, Developer acknowledges that the City is

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

1.3.4 Amendments to Preliminary and Final Site Plans. In the event Developer desires in the future to amend the Preliminary and Final Site Plans in any respect, and if the City approves of such amendment in accordance with all Applicable Laws, including without limitation, the Zoning Ordinance in effect as of the date of such amendment, the Parties may enter into an agreement that approves the substitution of the new approved Preliminary and Final Site Plans to replace the original Preliminary and Final Site Plans. Notwithstanding anything contained herein, Developer shall have no vested right to such amendment as provided above, but rather the approval by the City of any such amendment to the Preliminary and Final Site Plans shall be subject to Developer's compliance with the then Applicable Laws, including without limitation the then existing Zoning Ordinance.

## Article 2 Conditions of Master Planned Development

2.1 Development Review Process. Prior to any construction on the Property, the Developer shall obtain the following development approvals:

2.1.1 Final Site Plan Submittal and Approval. The Developer shall prepare and submit a Final Site Plan for the Project that is consistent with the approved Preliminary Site Plan, Preliminary Site Plan Conditions, and Conditional Use Permit included in **Exhibits B and C.** The Final Site Plan shall be prepared in accordance with this Agreement, the Zoning Ordinance, and all requirements of the City Engineer, Fire Marshal, and Building Official.

2.1.2 Water Letter. An up-to-date letter from Midvale City indicating its ability to provide potable water to the Project.

2.1.3 Sewer Letter. An up-to-date letter from Midvalley Improvement District indicating its ability to provide sewer service to the Project.

2.1.4 Pedestrian Connection. A binding agreement with the property owner of the shopping center to the north allowing pedestrian connections to and across its property to support pedestrian activity between the residential and commercial developments.

2.1.5 East Jordan Irrigation Company Approval. An up-to-date letter from East Jordan Irrigation Company or its assigns indicating its approval and any associated conditions of improvements adjacent to or along the East Jordan Canal.

2.2 Adherence to Final Site Plan. Developer agrees that it will construct the Project as shown on the Final Site Plan and in accordance with the Preliminary Site Plan, Preliminary Site Plan Conditions, and Conditional Use Permit.

2.3 Property Consolidation and Right-of-Way Dedication. Prior to the commencement of any development activity on the Property, the Property shall be consolidated into a single parcel and the right-of-way shown on the Final Site Plan shall be dedicated to Midvale City, if applicable. Developer agrees to create the recordable documents for this to occur. These documents shall be reviewed and approved by Midvale City before they are recorded in the Salt Lake County Recorder's Office.

2.4 Security for Off-Site and On-Site Public Improvements. The Developer agrees to complete all required off-site and on-site public improvements related to the Project in accordance with the approved construction/civil plans submitted and reviewed as part of the Final Site Plan for the Project. Developer shall guarantee such improvements through one or more infrastructure performance bonds consistent with the specific entity's infrastructure bonding policies and Utah Law. These bonds shall provide the financial security for the public improvements including, but not limited to, water, sewer, public sidewalk and street improvements, surface drainage, and other public improvements. Infrastructure performance bonds shall be in place prior to any construction occurring on the Property.

2.5 Agreement to Comply with Specific Conditions of Approval.

2.5.1 Fencing and Screening. Developer agrees that:

2.5.1.1 Prior to the issuance of the first Certificate of Occupancy, all trash collection and recycling areas; service areas; mechanical equipment; and loading docks shall be screened on all sides so that no portion of such areas is visible from public streets and alleys and adjacent properties.

2.5.1.2 Prior to the issuance of the first Certificate of Occupancy, a sight-obscuring, visual barrier fence conforming to the fence requirements of the Zoning Ordinance, Preliminary Site Plan, Preliminary Site Plan Conditions, and Conditional Use Permit shall be installed along the boundary between the Project and the adjacent single family residence northwest of the Project unless the single family residential use of the adjacent property is abandoned, in which case no fence shall be permitted along said boundary.

2.5.1.3 Prior to the issuance of the first Certificate of Occupancy, a non-sight-obscuring barrier fence conforming to the fence requirements of the Zoning Ordinance, Preliminary Site Plan, Preliminary Site Plan Conditions, Conditional Use Permit, and East Jordan Irrigation Company Approval shall be installed along the boundary between the Project and the East Jordan Canal east of the Project. This requirement may be waived, at the City's sole discretion, if a formal agreement between the City and East Jordan Irrigation Company is reached to allow public use of the East Jordan Canal property.

**2.5.2 Landscaping, Recreational Amenities, and Public Sidewalk Improvements.** Developer agrees that:

2.5.2.1 Subject to Sections 2.5.2.2 and 2.5.2.3, all landscaping, recreational amenities, and public sidewalk improvements must be installed and in working order in accordance with the Final Site Plan prior to the issuance of the first Certificate of Occupancy with respect to a building in the Project. Upon Developer's completion of the landscaping, recreational facilities, and public sidewalk improvements, the City shall inspect the improvements for compliance with the Final Site Plan and accept such improvements upon a finding of compliance. Developer shall warrant all the landscaping, recreational facilities, and public sidewalk improvements for twelve months from the date of City acceptance. A final inspection of the landscaping, recreational amenities, and public sidewalk improvements shall occur prior to the expiration of the twelve-month warranty period. It shall be Developer's responsibility to schedule such inspection and to replace or repair any landscaping, recreational facilities, or public sidewalk improvements that are found to be damaged or defective prior to expiration of the twelve-month warranty period.

2.5.2.2 If seasonal conditions or site construction issues make the completion of the landscaping, recreational facilities, and public sidewalk improvements unfeasible at the time Developer requests the first Certificate of Occupancy, Developer shall guarantee the completion of such improvements by providing an irrevocable letter of credit or completion bond for such purpose. The amount of such letter of credit or bond shall be in the amount that the City reasonably estimates will be necessary to purchase the materials and to complete the landscaping and recreational amenities.

2.5.2.3 In the event Developer delivers a letter of credit or completion bond with the City pursuant to Section 2.5.2.2, then the City will issue the requested Certificate of Occupancy and the landscaping, recreational amenities, and public sidewalk improvements shall be

completed within nine months of the issuance of such Certificate of Occupancy, but no later than May 31<sup>st</sup> of the following year, whereupon the letter of credit or completion bond shall be deemed terminated and returned to Developer. If Developer fails to complete the landscaping, recreational facilities, and public sidewalk improvements within the allotted time frame, upon twenty (20) days' written notice to Developer, the City may draw on the letter of credit or bond to the extent necessary to complete the landscaping, recreational facilities, and public sidewalk improvements. The use of the above-described funds shall be the City's sole remedy in the event of any failure by Developer to complete the landscaping, recreational facilities, and public sidewalk improvements for the Project.

2.5.2.4 "Public Sidewalk Improvements" shall be understood to include, without limitation, concrete, street trees, trees wells/grates, benches, and other site furnishings provided by Developer and located in the public right-of-way

2.5.3 Shared Parking Between Commercial and Residential Uses. Developer shall comply with all shared parking requirements for the Project as set forth in the Zoning Ordinance, Preliminary Site Plan, Preliminary Site Plan Conditions, and Conditional Use Permit.

#### 2.5.4

### Article 3 General Terms and Conditions

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

3.2 Construction of Agreement. This Development Agreement shall be construed and interpreted to ensure that the Developer complies with the requirements and conditions of the Preliminary Site Plan, Preliminary Site Plan Conditions, Conditional Use Permit, Final Site Plan, and the Zoning Ordinance.

3.3 Applicable Laws. Where this Development Agreement refers to laws of general applicability to the Project, that language shall be deemed to refer to ordinances which apply

generally to other similarly situated, subdivided properties within Midvale City and any other applicable laws, rules, or regulations which apply to Developer's ownership, development, and use of the Property, whether or not in existence on the date hereof, including without limitation any such ordinances, rules, or regulations in existence on the date hereof that are subsequently amended or deleted (individually and collectively, the "Applicable Laws").

3.4 Agreements to Run with the Land. This Development Agreement shall be recorded against the Property. The agreements contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Project or the Property.

3.5 Release of Developer. In the event of a transfer of the Property, Developer shall obtain an assumption by the transferee of the Developer's obligations under this Development Agreement and, in such an event, the transferee shall be fully substituted as Developer under this Development Agreement and the Developer executing this Development Agreement shall be released from any further obligations with respect to this Development Agreement.

3.6 Duration; Survival of Developer's Obligations and Rights. The term of this Development Agreement shall commence on the date this Development Agreement is executed by both Parties and shall continue for a period of five (5) years unless either terminated as provided herein or by agreement by both parties. Notwithstanding the foregoing and subject to applicable laws, Developer's rights, remedies, obligations, and responsibilities under this Development Agreement shall survive and continue beyond termination of this Development Agreement as to site plans that have been given final approval and have been recorded and for all offsite or other improvements that Developer was obligated to construct or make in connection with or as a condition of such final approval.

3.7 Notices. Any notice, confirmation or other communication hereunder shall be given in writing by hand delivery (receipted), nationally-recognized, overnight courier service, United States mail, or facsimile (confirmed) to the following addresses or numbers:

Midvale City:

Midvale City Manager  
MIDVALE CITY CORPORATION  
7505 S. Holden Street  
Midvale City, UT 84047  
FAX: (801) 567-0518

Midvale City Community Development Director  
MIDVALE CITY CORPORATION  
7505 S. Holden Street  
Midvale City, UT 84047  
FAX: (801) 567-0518

Midvale City Attorney  
MIDVALE CITY CORPORATION  
7505 S. Holden Street  
Midvale City, UT 84047  
FAX: (801) 567-0518

Developer:

Midvale Creekview Holdings, LLC  
c/o RW Midvale Creekview, LLC  
4655 S. 2300 E., Ste. 205  
Salt Lake City, UT 84117

With a copy to:

CCA Acquisition Company, LLC  
Attn: Steven Usdan  
5670 Wilshire Boulevard, Suite 1250  
Los Angeles, CA 90036

And:

Cheney Law Group  
Brian C. Cheney  
2825 E. Cottonwood Pkwy., Ste. 500  
Salt Lake City, UT 84121

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

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

3.9 No Third-Party Rights. This Development Agreement does not create any third-party beneficiary rights. It is specifically understood by the Parties that: (a) the development of the Property under this Development Agreement is a private development, (b) the City has no interest in or responsibilities for or duty to third parties concerning any improvements on the

Property, and (c) Developer shall have full power over and exclusive control of the Property subject to the obligations of Developer under this Development Agreement and all Applicable Laws.

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

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

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

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

3.14 Disputes. In the event that a dispute arises in the interpretation or administration of this Development Agreement or if the default mechanism contained herein shall not resolve a default under this Development Agreement, then prior to taking any action to terminate this Development Agreement every continuing dispute, difference, and disagreement shall be referred to a single mediator agreed upon by the Parties. If no single mediator can be agreed upon, a mediator or mediators shall be selected from the mediation panel maintained by the United States District Court for the District of Utah in accordance with any designation process maintained by such court. The Parties shall mediate such dispute, difference, or disagreement in a good faith attempt to resolve such dispute, difference, or disagreement. The mediation shall be non-binding. Notwithstanding the foregoing, the Parties agree that the City retains the right to exercise enforcement of its police powers in the event Developer is in direct violation of a provision of this Development Agreement or of any Applicable Law.

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

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

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

3.18 Temporary Land Use Regulations. The Project shall be excluded from any moratorium or other temporary land use regulations adopted pursuant to Utah Code Ann. § 10-9a-504, unless such a temporary land use regulation is found on the record by the City Council to be necessary to avoid jeopardizing a compelling, countervailing public interest.

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

*[signature and acknowledgment pages follow]*

CITY:

## MIDVALE CITY CORPORATION

By: \_\_\_\_\_  
Robert M. Hale, Mayor

ATTEST:

Rori L. Andreason, MMC  
City Recorder

APPROVED AS TO FORM:

---

Lisa A. Garner  
City Attorney

STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

On the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, personally appeared before me Robert M. Hale, who being by me duly sworn did say he is the Mayor of Midvale City Corporation, and that the within and foregoing instrument was signed on behalf of such Corporation.

---

Notary Public  
Residing at:

### My Commission Expires:

**DEVELOPER:**

MIDVALE CREEKVIEW HOLDINGS, LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say he/she is the \_\_\_\_\_ of Midvale Creekview Holdings, LLC, a Utah limited liability company, and that he/she had signed the within and foregoing instrument on behalf of such limited liability company.

Notary Public  
Residing at:

My Commission Expires:

## NOTARY SIGNATURE AND SEAL

## EXHIBIT A

### Legal Description of the Property

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

#### Parcel 1: (22-29-130-007 / 7205 South 900 East)

COMMENCING 27.4 RODS EAST AND 73.4 RODS SOUTH FROM THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 16 RODS; THENCE SOUTH 66° EAST 3 RODS; THENCE NORTH 1° EAST TO A POINT DUE EAST OF BEGINNING; THENCE WEST TO BEGINNING.

LESS AND EXCEPTING THAT PORTION LYING WITHIN SOUTH UNION AVENUE.

#### Parcel 2: (22-29-130-008 / 7205 South 900 East)

COMMENCING 27.4 RODS EAST AND 89.4 RODS SOUTH AND SOUTH 66° EAST 3 RODS FROM THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 66° EAST 45.64 FEET, MORE OR LESS; THENCE NORTH 16.2 RODS; THENCE WEST 31.6 FEET, MORE OR LESS TO A POINT DUE NORTH FROM BEGINNING, THENCE SOUTH 1° WEST TO BEGINNING.

LESS AND EXCEPTING THAT PORTION WHICH LIES WITHIN SOUTH UNION AVENUE.

#### Parcel 3: (22-29-130-009 / 913 East South Union Avenue)

BEGINNING AT A POINT ON THE NORTH LINE OF SOUTH UNION AVE. WHICH IS SOUTH 1502.38 FEET AND WEST 745.19 FEET FROM THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ALSO SOUTH 66°14'47" EAST 224.84 FEET AND NORTH 6°30'39" EAST 34.55 FEET FROM THE MONUMENT IN THE INTERSECTION OF NINTH EAST STREET AND SOUTH UNION AVE., AND RUNNING THENCE NORTH 66°14'47" WEST 45.86 FEET ALONG SAID NORTH LINE OF SOUTH UNION AVE. TO THE WEST DEED LINE OF THE SCHINDLER PROPERTY AS DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED RECORDED MARCH 14, 1980 AS ENTRY NO. 3410957 IN BOOK 5067 AT PAGE 65 OF OFFICIAL RECORDS; THENCE NORTH 1°00' EAST 170.59 FEET TO AN OLD WIRE FENCE LINE; THENCE SOUTH 81°00' EAST 60.24 FEET TO A 6 FOOT CHAIN LINK

FENCE; THENCE SOUTH  $6^{\circ}30'39''$  WEST 180.79 FEET ALONG SAID FENCE LINE TO THE POINT OF BEGINNING.

Parcel 4: (22-29-130-011 / 935 East South Union Avenue)

BEGINNING AT A POINT SOUTH  $55^{\circ}18'$  EAST 2562.4 FEET FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH  $42^{\circ}32'$  WEST 125.4 FEET; THENCE NORTH  $72^{\circ}16'$  WEST 98.6 FEET; THENCE NORTH  $11^{\circ}$  EAST 115.5 FEET; THENCE SOUTH  $73^{\circ}$  EAST 150.2 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION CONVEYED TO SALT LAKE COUNTY A BODY POLITIC AND CORPORATE BE THAT CERTAIN WARRANTY DEED RECORDED FEBRUARY 28, 1984 AS ENTRY NO. 3909828 IN BOOK 5534 AT PAGE 1679 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF SOUTH UNION AVENUE, SAID POINT BEING SOUTH  $42^{\circ}32'$  WEST 119.0 FEET FROM AN OLD ESTABLISHED FENCE CORNER WHICH FENCE CORNER IS SOUTH 1464.77 FEET AND WEST 524.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH  $42^{\circ}32'$  WEST 6.40 FEET; THENCE NORTH  $72^{\circ}16'$  WEST 80.58 FEET; THENCE NORTH  $9^{\circ}50'54''$  EAST 10.81 FEET TO SAID PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF SOUTH UNION AVENUE; THENCE SOUTH  $66^{\circ}14'47''$  EAST ALONG SAID PROPOSED NORTHERLY LINE 24.59 FEET; THENCE SOUTH  $70^{\circ}03'40''$  EAST ALONG SAID PROPOSED NORTHERLY LINE 60.34 FEET TO THE POINT OF BEGINNING.

Parcel 5: (22-29-130-013 / 942 East North Union Avenue)

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF NORTH UNION AVENUE, SAID POINT BEGIN SOUTH 1156.45 FEET AND WEST 510.59 FEET FROM THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH  $18^{\circ}00'46''$  WEST 133.00 FEET; THENCE NORTH  $71^{\circ}59'14''$  WEST 87.50 FEET; THENCE SOUTH  $09^{\circ}50'54''$  WEST 122.62 FEET; THENCE NORTH  $80^{\circ}09'06''$  WEST 74.57 FEET; THENCE NORTH  $6^{\circ}30'39''$  EAST 55.02 FEET; THENCE NORTH  $81^{\circ}00'$  WEST 17.61 FEET, MORE OR LESS, TO THE WEST LINE OF GRANTOR'S PROPERTY, BEING THE EAST LINE OF DINKELMAN PROPERTY; THENCE NORTH  $11^{\circ}48'$  EAST ALONG COMMON BOUNDARY OF GRANTOR'S AND DINKELMAN PROPERTY 215.48 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID NORTH UNION AVENUE; THENCE SOUTH  $71^{\circ}59'14''$  EAST ALONG SAID LINE 198.99 FEET TO THE POINT OF BEGINNING.

Parcel 6: (22-29-130-017 / 954 East North Union Avenue)

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF NORTH UNION AVENUE, SAID POINT BEING SOUTH 1156.45 FEET AND WEST 510.59 FEET FROM THE NORTH QUARTER CORNER OF SECTION29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH  $71^{\circ}59'14''$  EAST ALONG SAID RIGHT OF WAY LINE 190.81 FEET TO A POINT ON A 550.96 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH  $64^{\circ}46'30''$  WEST FROM SAID POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 166.44 FEET TO A POINT OF TANGENCY; THENCE SOUTH  $42^{\circ}32'$  EAST 84.90 FEET; THENCE NORTH  $71^{\circ}59'14''$  WEST 75.13 FEET; THENCE NORTH  $18^{\circ}00'46''$  EAST 133.00 FEET TO THE POINT OF BEGINNING.

Parcel 7: (22-29-130-019 / 948 East North Union Avenue)

BEGINNING AT A POINT PERPENDICULAR TO AND 40.00 FEET NORTHERLY FROM THE CENTERLINE OF SOUTH UNION AVENUE, SAID POINT ALSO BEING SOUTH 1521.98 FEET AND WEST 683.68 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH  $66^{\circ}14'47''$  WEST PARALLEL TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SOUTH UNION AVENUE 66.31 FEET; THENCE NORTH  $06^{\circ}30'39''$  EAST ALONG A FENCE LINE 312.19 FEET; THENCE SOUTH  $71^{\circ}59'14''$  EAST 162.63 FEET; THENCE SOUTH  $42^{\circ}32'$  WEST 84.90 FEET; THENCE SOUTH  $47^{\circ}28'$  EAST 75.00 FEET; THENCE SOUTH  $42^{\circ}32'$  WEST 61.53 FEET; THENCE NORTH  $72^{\circ}19'55''$  WEST ALONG A FENCE LINE 148.92 FEET; THENCE SOUTH  $09^{\circ}50'54''$  WEST ALONG A FENCE LINE 103.94 FEET TO THE POINT OF BEGINNING.

## **EXHIBIT B**

Preliminary Site Plan and Conditional Use Permit Conditions

*[attachment follows]*



7505 South Holden Street  
Midvale, Utah 84047  
Phone (801) 567-7200  
Fax (801) 567-0518

November 15, 2018

Adam Davis  
[adavis@rockworthco.com](mailto:adavis@rockworthco.com)

RE: Rezone/Conditional Use Permit/Preliminary Site Plan: Creekview Apartments at approx. 7205 South 900 East

Mr. Davis:

This letter is to confirm action taken by the Midvale City Planning Commission at their regularly scheduled meeting on Wednesday, November 14, 2018 and shall serve as the official decision with regards to the above application request. It was the decision of the Planning Commission to recommend approval of the proposed rezone and approve the Conditional Use Permit and Preliminary Site Plan for a mixed-use project at approximately 7205 South 900 East using the following motions:

Rezone:

*Based on the following findings, I move that we forward a recommendation to the Midvale City Council to approve rezoning of 7205 South 900 East and associated parcels to the Regional Commercial zone with Residential Overlay:*

1. *The proposed rezoning is consistent with the goals of the 2016 Midvale City General Plan;*
2. *The proposed redevelopment of these properties fulfills the goals of the Regional Commercial Residential Overlay; and*
3. *The proposed redevelopment supports and enhances the existing Fort Union commercial area.*

*It is recommended that the effective date of an ordinance approving the rezone be tied to the City Council's approval and execution of a Development Agreement for the project site.*

Conditional Use Permit/Preliminary Site Plan:

*Based on the following findings, I move that we approve the Preliminary Site Plan and Conditional Use Permit request for the proposed redevelopment of property at 7205 South 900 East with the subsequent conditions of approval:*

*Findings:*

1. *With the conditions included in this approval, the proposed preliminary site plan complies with the development standards and requirements of the Regional Commercial zone with Residential Overlay;*
2. *The recreational amenity areas are appropriate and adequate for the proposed mixed-use project;*

3. *The use of the parking structure by commercial tenants is appropriate, provided a minimum of 372 stalls are reserved for resident use and a direct pedestrian connection is established between the parking structure and commercial space; and*
4. *The overall proposed architectural design, including openings, façade shifts, and variation in exterior materials and colors, is appropriate for the area with the changes required below.*
5. *Fencing is necessary for protection of recreational amenities or screening of ground level equipment and service areas between the single-family residence and canal adjacent to the project area.*

*Conditions of approval:*

1. *This approval is contingent upon the City Council approving the rezone request for the subject properties to include the Regional Commercial Residential Overlay;*
2. *The applicant shall prepare and submit a Final Site Plan application to be reviewed and approved by the City Engineer, Fire Marshal, and City Planner. The Final Site Plan application shall include the following:*
  - a. *Those changes necessary to comply with the City Engineer, Fire Marshal, and Salt Lake City Public Utilities requirements;*
  - b. *Detailed plans, including fixtures, improvements, and programming, where applicable, for the plaza space to be located along 900 East;*
  - c. *A Snow Removal and Storage Plan;*
  - d. *A revised landscape documentation package complying with the landscape and site design standards of the RCRO zone;*
  - e. *A non-sight-obscuring fence shall be provided along the canal. Details for the proposed fencing shall be provided;*
  - f. *Detailed plans for the recreational amenity areas;*
  - g. *An improved pedestrian connection between the proposed project and The Shops at Fort Union property across North Union Avenue. The applicant shall work with the owner of The Shops property to determine the appropriate location;*
  - h. *Stamped concrete, asphalt, or other distinguishable material where pedestrian walkways cross roads or driveways;*
  - i. *Approval by the City Engineer of the reduction in stall length across the parking garage;*
  - j. *A Lighting Plan, complying with the City's exterior lighting standards, for the surface parking areas, parking structure, and pedestrian areas;*
  - k. *Building Elevations clearly showing materials, colors, and coverage percentages. Color samples shall be provided; and*
  - l. *Details for the trash enclosure. The enclosure shall provide complete screening and be compatible with the building. The enclosure may be located inside the parking garage.*
3. *The applicant shall comply with all requirements from the City Engineer, Building Official, and Fire Marshal.*
4. *All signage on the property shall comply with the requirements of the RCRO zone and sign permits shall be obtained prior to installation of such signage.*
5. *The applicant shall work with the City to draft a Development Agreement for this project site. This agreement shall be executed in conjunction with the effective*

*date of the ordinance approving the rezone to allow the Regional Commercial Residential Overlay.*

I will tentatively schedule this item for the Council agenda on December 4 and begin work on the Development Agreement.

Should you have any additional questions, please contact our office. My direct contact information is available below.

Sincerely,



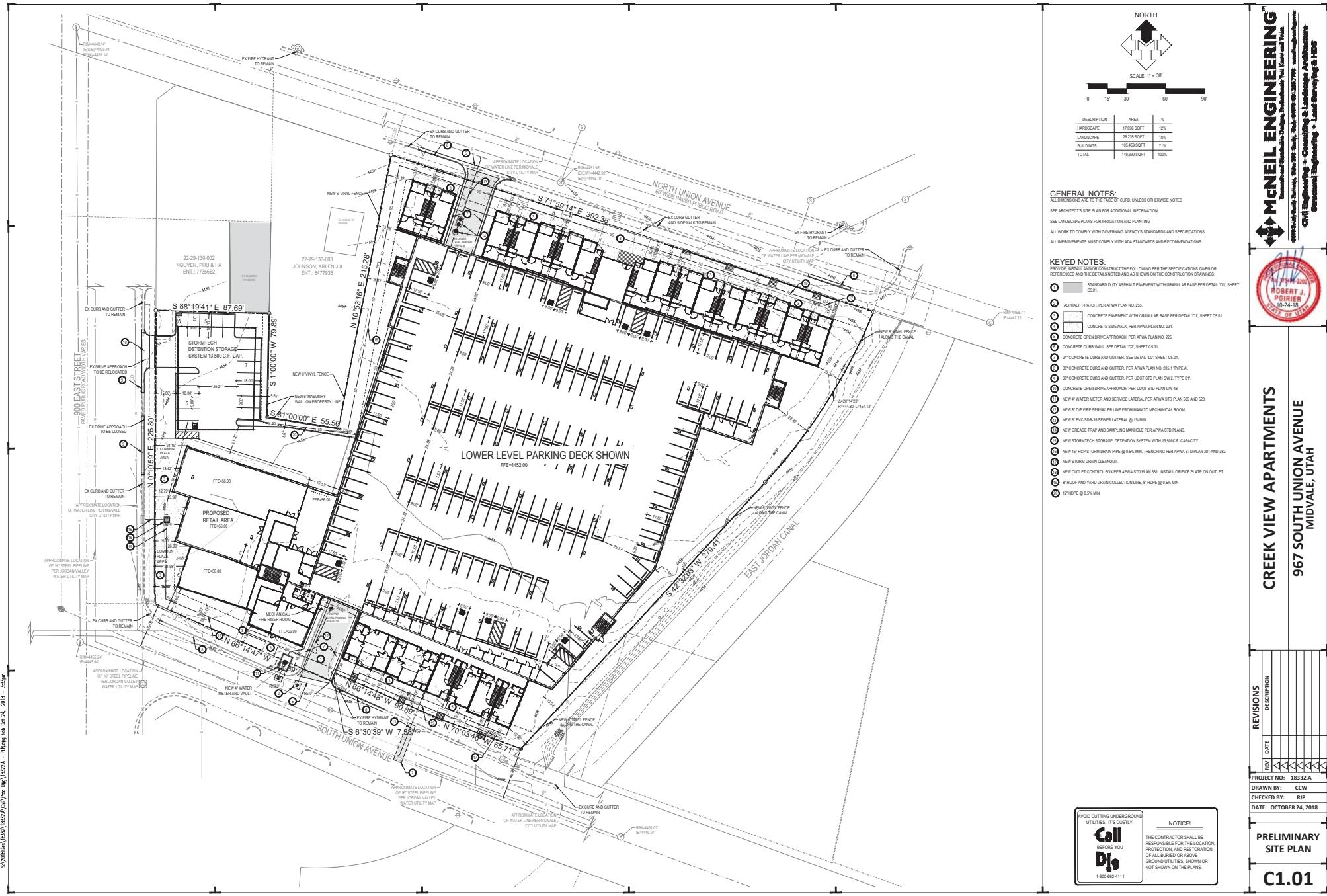
**Alex Murphy**  
Associate Planner

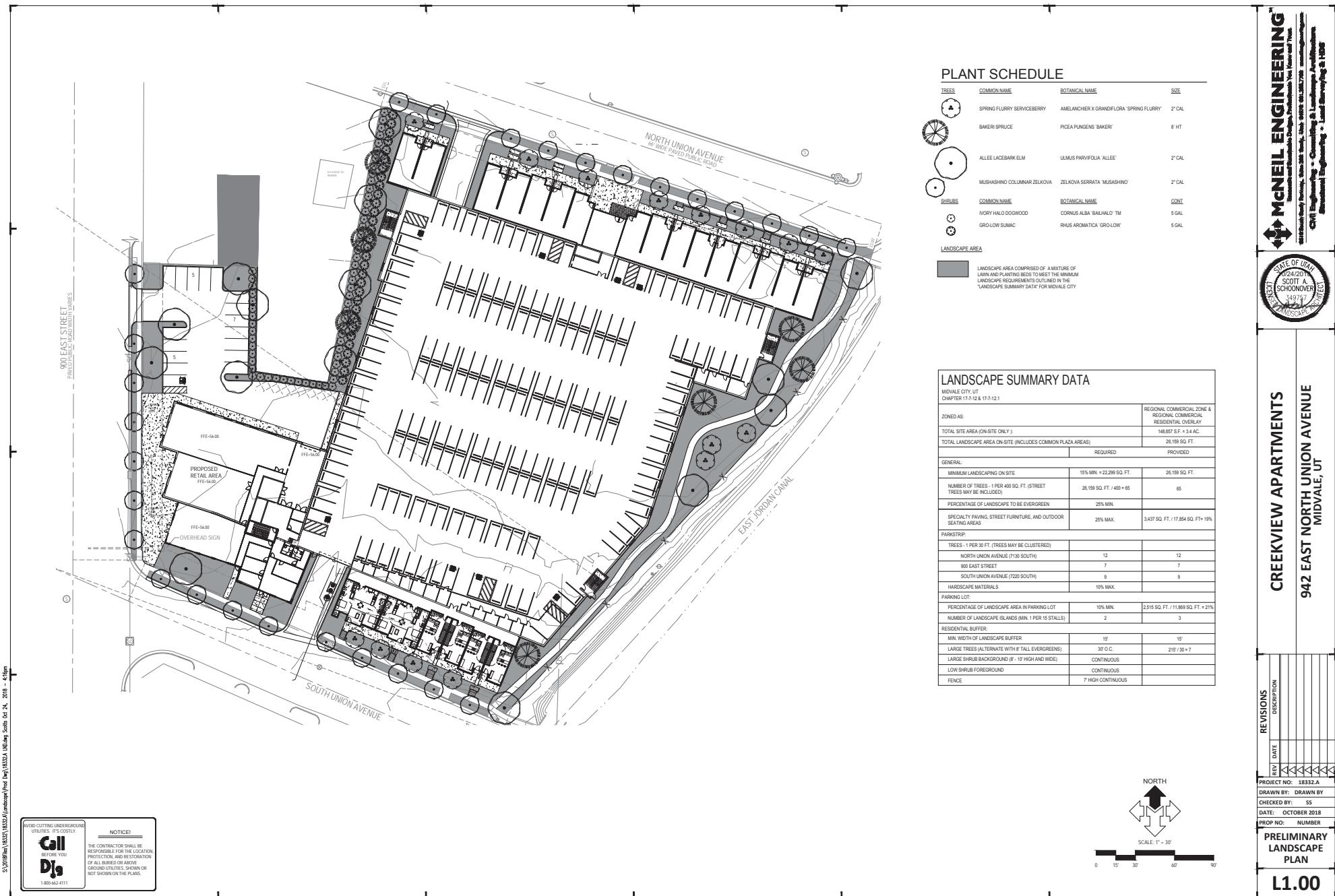
Midvale City (801) 567-7231 (office)  
7505 S Holden Street (801) 567-0518 (fax)  
Midvale, UT 84047  
[amurphy@midvale.com](mailto:amurphy@midvale.com)

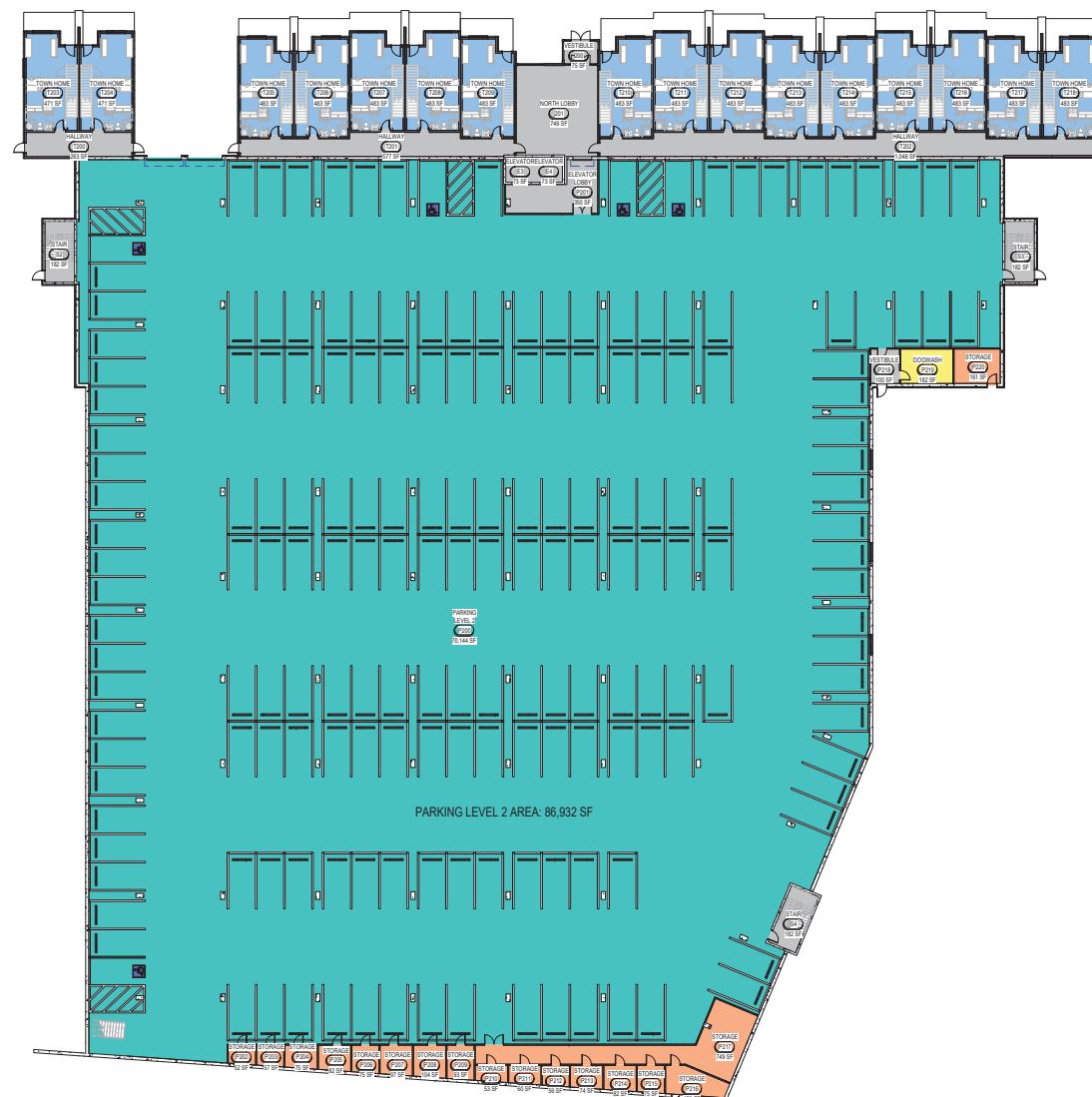
## **EXHIBIT C**

Preliminary Site Plan

*[attachment follows]*







#### PARKING LEVEL 2 PARKING CALCULATIONS

STANDARD STALLS	180
ACCESSIBLE STALLS	5
TOTAL STALLS	185

#### BUILDING LEGEND

- 1 BEDROOM
- AMENITY
- BUILDING
- CIRCULATION
- STORAGE

CREEKVIEW APARTMENTS  
Enter address here



BWA  
ARCHITECTS

T 801.438.3801  
F 801.438.3801  
3115 EAST LION LANE, #200  
HOLLYAD, UT 84117  
BEECHMENAKER.COM

PROJECT NUMBER

Project Number

DRAWN BY

CHKD BY

REVISION

SCHEMATIC

PARKING LEVEL 2  
PLAN

DRAWING NUMBER

A098

1 2 3 4 5 6 7



BUILDING LEGEND

- AMENITY
- BUILDING
- CIRCULATION
- LEASING
- RESTROOM
- RETAIL
- STORAGE

CREEKVIEW APARTMENTS  
Enter address here



BWA  
ARCHITECTS

T 801.438.8001  
F 801.438.8001  
3115 EAST LION LANE, #200  
HOLLOWAY, UT 84041  
BEECHERNAKER.COM

PROJECT NUMBER  
Project Number  
DRAWN BY  
CHECKED BY  
SCHMATIC

RETAIL / LOADING  
PLAN

DRAWING NUMBER

A099

1 2 3 4 5 6 7







## BUILDING LEGEND

-  1 BEDROOM
-  2 BEDROOM
-  BUILDING
-  CIRCULATION
-  STUDIO

1 CREEKVIEW APARTMENTS  
Enter address here

 BWA  
ARCHITECT

F-801438,9501  
3115 EAST LION LANE, #200  
HOLLADAY, UTAH 84121

PROJECT NUMBER

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LEVEL 3 OVERALL

FLICKR API

A102

- 102 -



#### BUILDING LEGEND

- 1 BEDROOM
- 2 BEDROOM
- BUILDING
- CIRCULATION
- STUDIO

CREEKVIEW APARTMENTS  
Enter address here

**BWA**  
ARCHITECTS

T 801.438.8601  
F 801.438.8601  
3115 EAST LION LANE, #200  
HOLLYWOOD, UT 84117  
BEECHMERAKE.COM

PROJECT NUMBER

DES BY **CHAD** CRED BY **CHAD**

SCHEMATIC

LEVEL 3 OVERALL FLOOR PLAN

DRAWING NUMBER

**A103**









1 NORTH EAST PERSPECTIVE  
A210



SOUTH EAST PERSPECTIVE



2 NORTH WEST PERSPECTIVE  
A210



4 SOUTH WEST PERSPECTIVE

# CREEKVIEW APARTMENTS

Enter address here

B

— BWA

ARCHITECTS  
T 801.438.9500  
F 801.438.9501  
3115 EAST LION LANE, #200  
HOLLADAY, UTAH 84121

EEGMEHWALKER.COM

PROJECT NUMBER  
Project Number

Page 10

3D EXTERIOR VIEW

A210



CREEKVIEW APARTMENTS  
Enter address here

Customer/Client Name: BWA Architects  
File Name: Creekyview Apartments  
Version: v1.0  
Date: 10/23/2018 4:15:24 PM



BWA

ARCHITECTS

T 801.438.3601  
F 801.438.3601  
3115 EAST LION LANE, #200  
HOLLYDAH, UT 84117  
BEECHERNAKER.COM

PROJECT NUMBER

Prop. Number

DRAW BY

CHG BY

DATE

REVISION

SCHEMATIC

3D EXTERIOR VIEWS

DRAWING NUMBER

A211



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## MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: January 22, 2019

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**SUBJECT:** **Action Approving Resolutions Appointing Bryce Haderlie to the Salt Lake County Animal Services Advisory Committee and the Utah Infrastructure Agency Board of Directors**

**SUBMITTED BY:** **Kane Loader, City Manager**

**SUMMARY:**

With the resignation of Laurie Harvey, it is necessary to appoint someone to replace her as she represented the City on both the Salt Lake County Animal Services Advisory Committee and the Utah Infrastructure Agency Board of Directors.

Mayor Hale has asked Bryce Haderlie, Assistant City Manager/Administrative Services Director, to fill the vacancies created by Laurie's departure. Bryce has the skills, abilities and experience to represent the City in of these assignments and is excited for the opportunity serve.

---

**STAFF'S RECOMMENDATION:**

**The Staff recommends approval of both resolutions appointing Bryce Haderlie, Assistant City Manager/Administrative Services Director, as the City's representative to the Salt Lake County Animal Services Advisory Committee and the Utah Infrastructure Agency Board of Directors.**

**RECOMMENDED MOTION #1:**

***I move that we approve Resolution No. 2019-R-03 confirming the Mayor's appointment of Bryce Haderlie as the Midvale City Representative to the Salt Lake County Animal Services Advisory Committee.***

**RECOMMENDED MOTION #2:**

***I move that we approve Resolution No. 2019-R-04 confirming the Mayor's appointment of Bryce Haderlie as a board member to the Utah Infrastructure Agency Board of Directors***

**MIDVALE CITY, UTAH  
RESOLUTION NO. 2019-R-03**

**A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT  
OF BRYCE HADERLIE AS THE MIDVALE CITY REPRESENTATIVE ON THE SALT  
LAKE COUNTY ANIMAL SERVICES ADVISORY COMMITTEE**

**WHEREAS**, Midvale City contracts with Salt Lake County Animal Services for its animal control; and

**WHEREAS**, Salt Lake County Animal Services has established an Advisory Committee; and

**WHEREAS**, Salt Lake County desires to have one member representing each contracting entity to serve on the Animal Services Advisory Committee; and

**WHEREAS**, due to the resignation of Laurie Harvey, who was serving a two-year term as a member of the Advisory Committee, thus creating a vacancy on the committee; and

**WHEREAS**, the Mayor desires to appoint Bryce Haderlie, Assistant City Manager/Administrative Services Director, to fill the remainder of the vacated term on the Advisory Committee; and

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

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

**Section 1.** The City Council hereby confirms the appointment of Bryce Haderlie, Assistant City Manager/Administrative Services Director as member of the Salt Lake County Animal Service Advisory Committee representing Midvale City.

**Section 2.** This Resolution shall take effect immediately.

**APPROVED AND ADOPTED** this 22<sup>nd</sup> day of January 2019.

---

Robert M. Hale, Mayor

ATTEST:

---

Rori L. Andreason, MMC  
City Recorder

Voting by the City Council	“Aye”	“Nay”
Quinn Sperry	_____	_____
Paul Glover	_____	_____
Paul Hunt	_____	_____
Bryant Brown	_____	_____
Dustin Gettel	_____	_____



---

## MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: January 22, 2019

---

**SUBJECT:** **Action Approving Resolutions Appointing Bryce Haderlie to the Salt Lake County Animal Services Advisory Committee and the Utah Infrastructure Agency Board of Directors**

**SUBMITTED BY:** **Kane Loader, City Manager**

**SUMMARY:**

With the resignation of Laurie Harvey, it is necessary to appoint someone to replace her as she represented the City on both the Salt Lake County Animal Services Advisory Committee and the Utah Infrastructure Agency Board of Directors.

Mayor Hale has asked Bryce Haderlie, Assistant City Manager/Administrative Services Director, to fill the vacancies created by Laurie's departure. Bryce has the skills, abilities and experience to represent the City in of these assignments and is excited for the opportunity serve.

---

**STAFF'S RECOMMENDATION:**

**The Staff recommends approval of both resolutions appointing Bryce Haderlie, Assistant City Manager/Administrative Services Director, as the City's representative to the Salt Lake County Animal Services Advisory Committee and the Utah Infrastructure Agency Board of Directors.**

**RECOMMENDED MOTION #1:**

***I move that we approve Resolution No. 2019-R-03 confirming the Mayor's appointment of Bryce Haderlie as the Midvale City Representative to the Salt Lake County Animal Services Advisory Committee.***

**RECOMMENDED MOTION #2:**

***I move that we approve Resolution No. 2019-R-04 confirming the Mayor's appointment of Bryce Haderlie as a board member to the Utah Infrastructure Agency Board of Directors***

**MIDVALE CITY, UTAH  
RESOLUTION NO. 2019-R-04**

**A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT  
OF BRYCE HADERLIE AS A BOARD MEMBER TO THE UTAH INFRASTRUCTURE  
AGENCY BOARD OF DIRECTORS REPRESENTING MIDVALE CITY**

**WHEREAS**, Midvale City entered into and interlocal agreement to form the Utah Infrastructure Agency (UIA) in May of 2010; and

**WHEREAS**, the interlocal agreement requires the City to be represented on the Utah Infrastructure Agency Board of Directors by the Mayor or the Mayor's designee; and

**WHEREAS**, the Mayor desires to appoint Bryce Haderlie, Assistant City Manager/Administrative Services Director, as the City's representative on UIA Board of Directors; and

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

**WHEREAS**, the City Council desires to give their consent to this appointment,

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

**Section 1.** The City Council hereby confirms the Mayor's appointment of Bryce Haderlie, Assistant City Manager/Administrative Services Director, as the City's representative to the Utah Infrastructure Agency Board of Directors.

**Section 2.** This Resolution shall take effect immediately.

**APPROVED AND ADOPTED** this 22<sup>nd</sup> day of January 2019.

---

Robert M. Hale, Mayor

ATTEST:

---

Rori L. Andreason, MMC  
City Recorder

Voting by the City Council	“Aye”	“Nay”
Quinn Sperry	_____	_____
Paul Glover	_____	_____
Paul Hunt	_____	_____
Bryant Brown	_____	_____
Dustin Gettel	_____	_____

## Midvale Connect Survey Panel – Introduction Survey

Please rate each of the following aspects of quality of life in Midvale:

### Question 1: Quality of Life

Please rate each of the following aspects of quality of life in Midvale:	Excellent	Good	Fair	Poor
Midvale as a place to live				
Your neighborhood as a place to live				
Midvale as a place to raise children				
Midvale as a place to work				
Midvale as a place to retire				
The overall quality of life in Midvale				

### Question 2: Community Characteristics

Please rate each of the following characteristics as they relate to Midvale as a whole:	Excellent	Good	Fair	Poor
Sense of community				
Openness and acceptance of the community toward people of diverse backgrounds				
Overall appearance of Midvale				
Cleanliness of Midvale				
Variety of housing options				
Overall quality of business and service establishments in Midvale				
Shopping opportunities				
Opportunities to attend cultural activities				
Recreational opportunities				
Employment opportunities				
Educational opportunities				
Opportunities to participate in social events and activities				
Opportunities to participate in religious or spiritual events and activities				
Opportunities to volunteer				
Opportunities to participate in community matters				
Ease of car travel in Midvale				
Ease of bus travel in Midvale				
Ease of bicycle travel in Midvale				
Ease of walking in Midvale				
Availability of paths and walking trails				
Traffic flow on major streets				
Amount of public parking				
Availability of affordable quality housing				
Availability of quality child care				
Availability of quality health care				
Availability of quality food				

Quality of overall natural environment in Midvale				
Overall image or reputation of Midvale				

### Question 3: Growth

Please rate the speed of growth in the following categories in Midvale over the past TWO (2) years:	Much too slow	Somewhat too slow	Right amount	Somewhat too fast	Much too fast
Population growth					
Retail growth (stores, restaurants, etc.)					
Jobs growth					

### Question 4: Code Enforcement

To what degree, if at all, are run-down buildings, weed lots or junk vehicles a problem in Midvale?
Not a problem
Minor problem
Moderate problem
Major problem

### Question 5: Community Safety

Please rate how safe or unsafe you feel from the following in Midvale:	Very safe	Somewhat safe	Neither safe nor unsafe	Somewhat unsafe	Very unsafe
Violent crime (e.g., rape, assault, robbery)					
Property crime (e.g., burglary, theft)					
Environmental hazards, including toxic waste					

### Question 6: Personal Safety

Please rate how safe or unsafe you feel:	Very safe	Somewhat safe	Neither safe nor unsafe	Somewhat unsafe	Very unsafe
In your neighborhood during the day					
In your neighborhood after dark					
In Midvale's Main Street area during the day					
In Midvale's Main Street area after dark					

### Question 7: Contact with Police Department

Have you had any in-person or phone contact with an employee of the UPD Police Department Midvale Precinct within the last 12 months?	No	Yes
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### Question 8: Ratings of Contact with Police Department

What was your overall impression of your most recent contact with the Midvale Precinct/UPD Police Department?	Excellent	Good	Fair	Poor
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### Question 9: Crime Victim

During the past 12 months, were you or anyone in your household the victim of any crime?	No	Yes
--	----	-----

### Question 10: Crime Reporting

If yes, was this crime (these crimes) reported to the police?	No	Yes
---	----	-----

### Question 11: Resident Behaviors

In the last 12 months, about how many times, if ever, have you or other household members participated in the following activities in Midvale?	Never	Once or twice	3 to 12 times	More than 26 times
Used Ruth Vine Tyler Library				
Used Copperview Recreation Center				
Used Midvale Senior Center				
Participated in a recreation program or activity				
Visited a neighborhood or City park				
Ridden a local bus within Midvale				
Attended a meeting of local elected officials or other local public meeting				
Watched or listened to a meeting of local elected officials or other City-sponsored public meeting (City Council, Planning Commission, etc.) via Facebook or recordings				
Read the Midvale City Journal				
Visited the Midvale City website ( <a href="http://www.MidvaleCity.org">www.MidvaleCity.org</a> )				
Volunteered your time to some group or activity in Midvale				
Participated in religious or spiritual activities in Midvale				
Participated in a club or civic group in Midvale				
Provided help to a friend or neighbor				

## Question 12: Neighborliness

<b>About how often, if at all, do you talk to or visit with your immediate neighbors (people who live in the 10 or 20 households that are closest to you?)</b>
Just about everyday
Several times a week
Several times a month
Less than several times a month

## Question 13: Service Quality

<b>Please rate the quality of each of the following services in Midvale:</b>	<b>Excellent</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>
Police services				
Fire services				
Ambulance or emergency medical services				
Crime prevention				
Street repair				
Street cleaning				
Street lighting				
Sidewalk maintenance				
Traffic signal timing				
Bus or transit services				
Garbage collection				
Recycling				
Storm drainage				
Sewer services				
City parks				
City recreation programs or classes				
City recreation centers or facilities				
Land use, planning and zoning				
Code enforcement (weeds, abandoned buildings, etc.)				
Animal control				
Economic development				
Services to seniors				
Services to youth				
Services to low-income people				
Public library services				
Public schools				
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)				
Preservation of natural areas such as open space, farmlands, and greenbelts				
Senior transportation services				

#### Question 14: Recommendation and Longevity

Please indicate how likely or unlikely you are to do each of the following:	Very likely	Somewhat likely	Somewhat unlikely	Very unlikely
Recommend living in Midvale to someone who asks				
Remain in Midvale for the next five years				

#### Question 15: Impact of the Economy

What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:
Very positive
Somewhat positive
Neutral
Somewhat negative
Very negative

#### Question 16: Contact with City Employees

Have you had any in-person, phone, email or social media contact with an employee of Midvale City within the last 12 months (not including police and fire)?
No
Yes

#### Question 17: City Employees

What was your impression of the employee(s) of Midvale City in your most recent contact?	Excellent	Good	Fair	Poor
Knowledge				
Responsiveness				
Courtesy				
Overall impression				

#### Question 18: Government Performance

What was your impression of the employee(s) of Midvale City in your most recent contact?	Excellent	Good	Fair	Poor	Don't know
The value of services for the taxes paid to Midvale City					
The overall direction that Midvale is taking					
The job Midvale City government does at welcoming citizen involvement					

**Question 19: Citizen engagement**

How would you rate your level of involvement with Midvale City?	Very involved	Involved	Slightly involved	Uninvolved
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**Question 20: Citizen engagement**

How satisfied are you with your level of involvement?	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
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**Question 21: Citizen engagement**

How can Midvale City increase citizen engagement?
Open ended

**Question 22: Communication**

How would you rate Midvale City's communication with its residents?	Excellent	Very good	Good	Fair	Poor
---	-----------	-----------	------	------	------

**Question 23: Communication**

How often do you find information about Midvale City using these communication tools?	Frequently	Occasionally	Rarely	Never
Midvale City Journal				
Midvale City Facebook				
Midvale City Twitter				
Midvale City Website				
Midvale City e-notifications				

**Question 24: Communication**

How satisfied are you with these communication tools?	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Never used
Midvale City Journal						
Midvale City Facebook						
Midvale City Twitter						
Midvale City Website						
Midvale City e-notifications						

### Question 25: Communication

How would you prefer to receive emergency information?	
Midvale City Facebook	
Midvale City Twitter	
Midvale City Website	
Midvale City e-notifications	
Cell phone text	
Cell phone call	

### Question 26: Communication

How can Midvale City improve communication with residents?

Open ended

### Question 27: Custom Questions

Please indicate the level of priority, if any at all, the City should give for the following services:	Very high priority	High priority	Intermediate priority	Low priority	Not a priority	Don't know
Renewable, alternative energy and other sustainability efforts						
Maintaining park facilities						
Investment in new park and recreation facilities						
Park maintenance						
Special events, like summer concert series, to build community vibrancy						
Reaching out to Latino community						
Emergency preparedness/disaster recovery						
OTHERS TO ADD						

### Demographics

#### Question D1: Place of residence (see map)

In which area of Midvale do you reside?
Main Street
Old Town
Bingham Junction
West Gateway
East Gateway

Central
Copperview
North East Midvale
East Midvale
Midvalley
North Union
Fort Union
South Union
I am not sure

### Question D2: Mode of Transportation Used for Commute

During a typical week, how many days do you commute to work (for the longest distance of your commute) in each of the ways listed below:	# days
Motorized vehicle (e.g. car, truck, van, motorcycle, etc.) by myself	
Motorized vehicle (e.g. car, truck, van, motorcycle, etc.) with other children or adults	
Bus, rail, subway or other public transportation	
Walk	
Bicycle	
Work at home	
Other	

### Question D3: Length of Residency

How many years have you lived in Midvale?
Less than 2 years
2 to 5 years
6 to 10 years
11 to 20 years
More than 20 years

### Question D4: Housing Unit Type

Which best describes the building you live in?
One family house detached from any other houses
House attached to one or more houses (e.g., duplex or townhome)
Building with two or more apartments or condominiums
Mobile home
Other

### Question D5: House Tenure (Rent/Own)

Is this house, apartment or mobile home...
Rented for cash or occupied without cash payment
Owned by you or someone in this house with a mortgage or free and clear



## MIDVALE CITY COUNCIL SUMMARY REPORT

### Meeting Date: January 22, 2019

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**SUBJECT:**

Discussion on Community Engagement Plan

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**SUBMITTED BY:**

Laura Magness, Communications Specialist

**SUMMARY:**

Communities work best when residents and agencies are engaged and working together. Midvale City is no exception. The people who live, work and play here take enormous pride in this city and care deeply about keeping it healthy and vibrant. Midvale City wants to accommodate different perspectives and encourage more residents to be informed and involved in shaping decisions.

Because it may be difficult for residents to attend City Council meetings or stay current on city issues, we are implementing a simple, online survey system (*Midvale Connect*) that enables residents to voice their opinions on topics that impact our community.

The surveys are protected from tampering. All participants will be allowed only one submission per survey. Duplicated responses and survey resubmissions will be filtered and removed from the final sample set. This will ensure the information collected fairly represents the community's opinion.

In order to receive and participate in these email surveys, residents must opt-in. We will invite residents to opt-in via email (utilizing the utility billing database), social media, the Midvale City Journal, Midvale City's website, and through the school district's online newsletter, PeachJar.

**Objectives**

- Build relationships with the community to instill trust and solicit feedback on a variety of issues.
- Identify the most important issues currently facing Midvale City and its residents.
- Determine residents' engagement in Midvale City's decisions and direction.
- Evaluate resident opinions about eight larger categories: quality of life, community characteristics, growth, code enforcement, public safety, personal safety, recreation and wellness, community inclusiveness, level of city communication, civic engagement and public trust.
- Gauge residents' contact with Midvale City offices.
- Determine preferred information source of Midvale City residents.



## MIDVALE CITY COUNCIL SUMMARY REPORT

### Meeting Date: January 22, 2019

---

#### **Introduction Survey - Design**

The introduction survey (see attached) is composed of 27 questions and 5 demographic questions using a variety of question formats including multiple choice and fill in the blank.

#### **Introduction Survey - Comparing Survey Results**

Certain kinds of services tend to be thought better of by residents in many communities across the country. For example, public safety services tend to be received better than transportation services by residents of most American communities. Where possible, the better comparison is not from one service to another in Midvale City, but from Midvale City to services provided by other jurisdictions.

#### **Introduction Survey - Sample size goals**

Statistically 380 responses would be a sufficient sample size (5% margin of error/95% confidence level) if this was a truly random sample. Since this is a self-reporting survey our goal is to receive 760 responses. We also want to ensure the responses represent all areas of Midvale.