7505 South Holden Street
Midvale, UT 84047
(801) 567-7200
www.midvalecity.org

MIDVALE CITY COUNCIL MEETING
AGENDA
August 6, 2019

PUBLIC NOTICE IS HEREBY GIVEN that the **Midvale City Council** will hold a regular meeting on the **6th day of August 2019** at Midvale City Hall, 7505 South Holden Street, Midvale, Utah as follows:

5:30 PM – Council Meal - Dahl Conference Room

6:00 PM
WORKSHOP - Dahl Conference Room

A. Utah Transit Authority Update ***[Chair Carlton Christensen]***

B. Discuss Bulky Waste Program and Rate Increases ***[Glen Kennedy, Public Works Director]***

C. Adjourn Workshop

7:00 PM
REGULAR MEETING – Council Chambers

I. GENERAL BUSINESS

A. WELCOME AND PLEDGE OF ALLEGIANCE
B. ROLL CALL
C. UNIFIED POLICE DEPARTMENT REPORT
D. UNIFIED FIRE DEPARTMENT REPORT

II. 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.

III. COUNCIL REPORTS

A. Councilmember Quinn Sperry
B. Councilmember Bryant Brown
C. Councilmember Paul Hunt
D. Councilmember Dustin Gettel
E. Councilmember Paul Glover

IV. MAYOR ROBERT M. HALE REPORT

V. CITY MANAGER REPORT

VI. DEPARTMENT REPORTS

A. Public Works Report
B. Community Development/RDA Report

VII. CONSENT AGENDA

A. Consider Minutes of July 16, 2019 ***[Rori Andreason, H.R. Director/City Recorder]***

B. Consider Resolution No. 2019-R-33 Authorizing the Mayor to enter into a Landscaping Maintenance Agreement on 9th Avenue ***[Lisa Garner, City Attorney]***

VIII. ACTION ITEMS

A. Consider Resolution No. 2019-R-34 Confirming the Mayor's Appointment of David M. Stenquist as the City Treasurer of Midvale City ***[Mayor Hale/Kane Loader, City Manager]***

B. Consider a Final Subdivision Plat Approval Request for 4-Lot Jordan Bluffs Lot 2 2nd Amended Subdivision, located at approximately 8500 South and 700 West/Main Street ***[Alex, Murphy, Planner II]***

C. Consider Resolution No. 2019-R-35 Confirming the Mayor's Appointment of Dustin Snow to Serve as an Alternate Member of the Planning Commission ***[Mayor Hale/Matt Dahl, Assistant City Manager/CD Director]***

D. Discussion and Action Regarding Resolution No.2019-R-36 Authorizing the Execution of the CDBG Grant Agreement between Midvale City and Salt Lake County for Funding the Midvale City ADA Improvement ***[Matt Dahl, Assistant City Manager/CD Director]***

IX. DISCUSSION ITEMS

A. Discuss Amendments to the Open Space Exhibits for the Junction at Midvale Development Agreement ***[Alex Murphy, Planner II]***

B. Discussion of 4/10 Work Schedule ***[Kane Loader, City Manager]***

X. 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 ***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: AUGUST 2, 2019

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

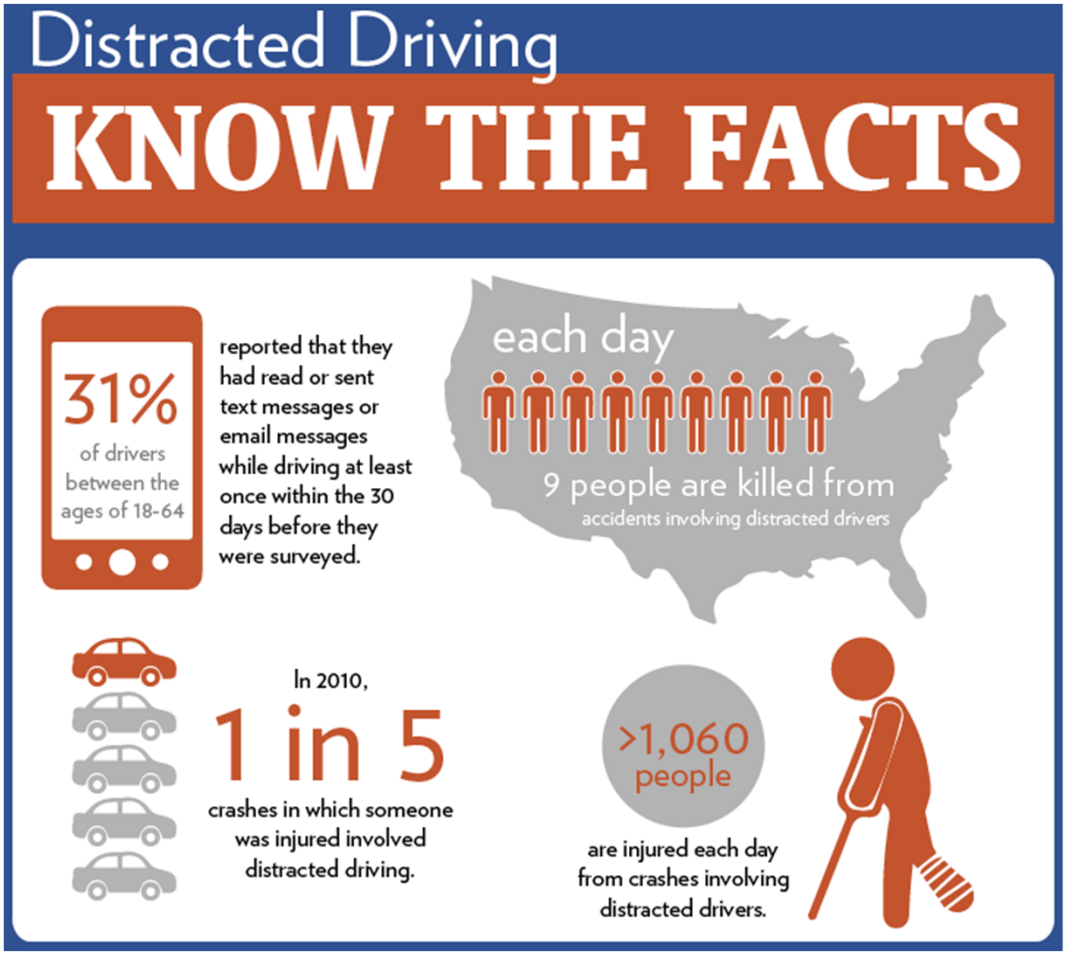
Utah Transit Authority Update

to the Midvale City Council

Carlton Christensen

August 6, 2019

Safety Is Our Highest Priority



UTAH TRANSIT AUTHORITY

UTA Board of Trustees



Carlton Christensen,

UTA Chair

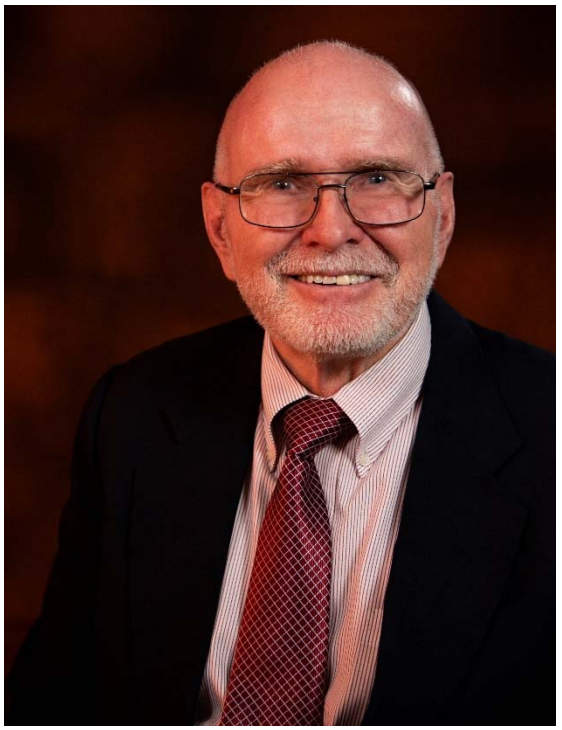
Representing Salt Lake County



Beth Holbrook,

UTA Trustee

Representing Davis, Weber and Box Elder Counties



Kent Millington,

UTA Trustee

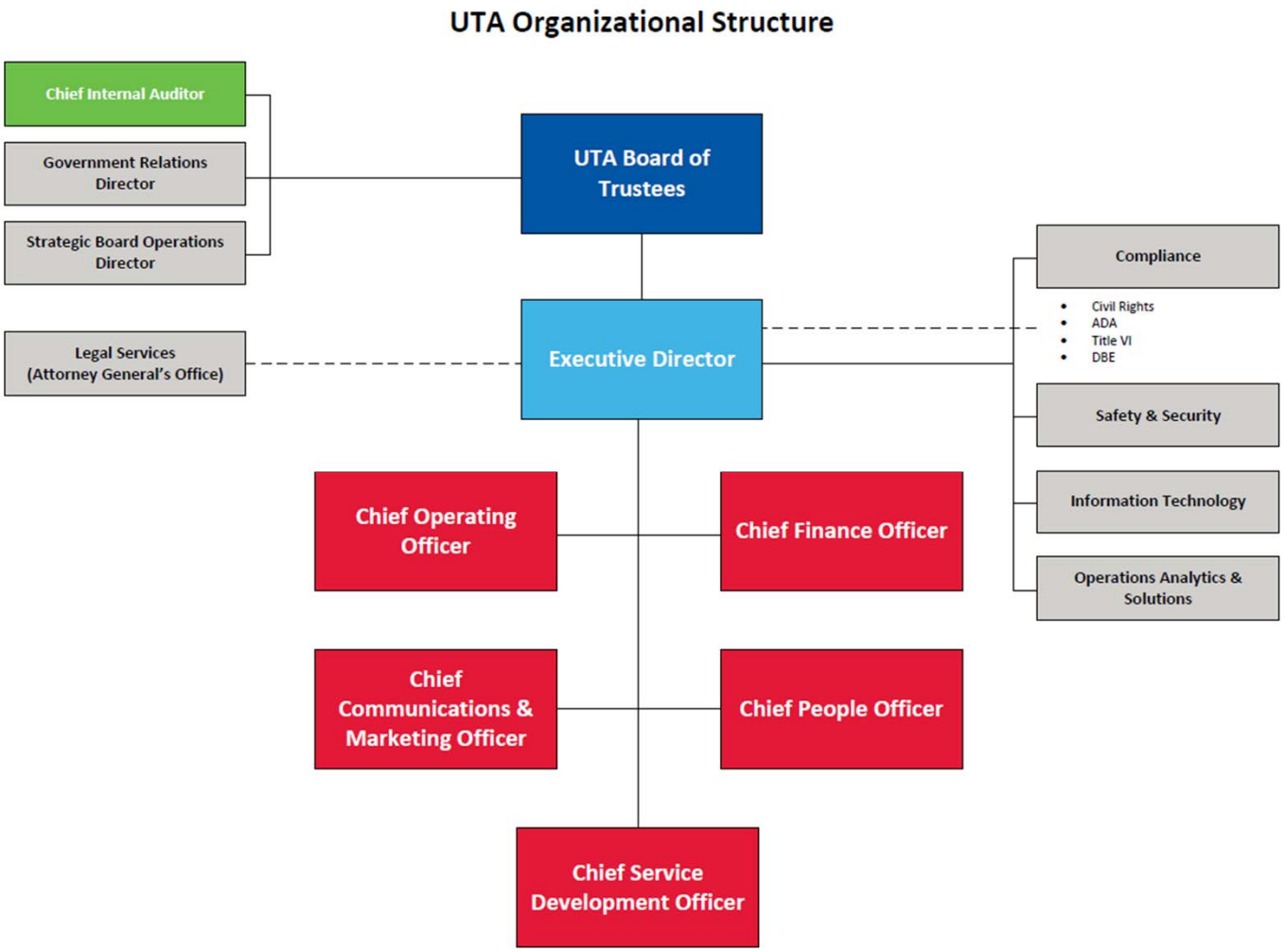
Representing Utah and Tooele Counties

UTA Local Advisory Council

- Jeff Acerson, Chair – Mayor, Lindon
- Troy Walker, Vice Chair – Mayor, Draper
- Karen Cronin, Vice Chair
- Erik Craythorne – Mayor, West Point
- Leonard Call – Mayor, Pleasant View
- Robert Hale – Mayor, Midvale
- Clint Smith – Councilmember, Herriman
- Jacqueline Biskupski – Mayor, Salt Lake City
- Julie Fullmer – Mayor, Vineyard

UTAH TRANSIT AUTHORITY

UTA Governance



UTAH TRANSIT AUTHORITY

Salt Lake County 4th Quarter Implementation

Phased Approach to Service Implementation

- Mobilization phase, fall 2019- August 2021
  - Completion of Service Choices study
  - Plan route improvements
  - Design and construct support infrastructure
  - Preparation for new bus service:
    - Complete Depot District maintenance facility
    - Procure additional buses
    - Hire operators/support staff
- New bus service, beginning August 2021

UTAH TRANSIT AUTHORITY

Mobilization (2019-2021)

Estimated allocation of funds (proposed):

- Bus service improvement and expansion 19%
- Service related facility improvements 47%
- State of good repair 28%
- Administrative service support 6%

UTAH TRANSIT AUTHORITY

New Bus Service and Ongoing Needs (Starting August 2021)

Estimated allocation of funds (proposed):

- Bus service improvement and expansion: 71%
- Service related facility improvements 5%
- State of good repair (Light Rail-TRAX) 24%
- Administrative service support included above

UTAH TRANSIT AUTHORITY

UTAH TRANSIT AUTHORITY

Questions?

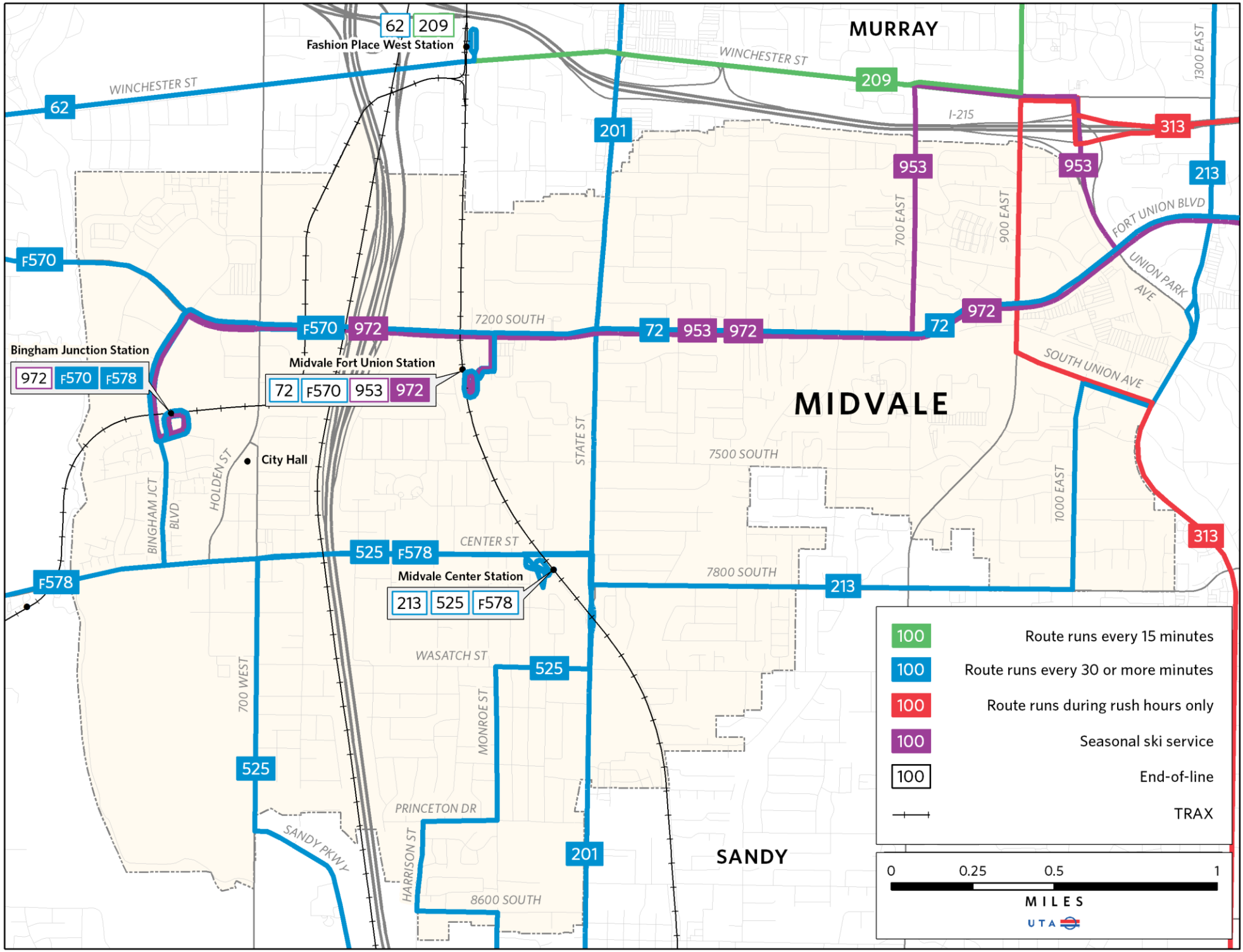
boardoftrustees@rideuta.com

UTA

Service in Midvale

ROUTE	RIDERSHIP AVERAGE WEEKDAY	FREQUENCY IN MINUTES			HOURS OF SERVICE		
		WEEKDAY	SATURDAY	SUNDAY	WEEKDAY	SATURDAY	SUNDAY
72	413	**30** RUSH HOURS **60** MID-DAY	40	—	6 am – 7:30 pm	8 am – 7 pm	—
201	411	**30** RUSH HOURS **60** MIDDAY		—	6 am – 8:30 pm	6 am – 8 pm	—
213	1464	30	60	—	6 am – 8 pm	7:30 am – 7 pm	—
313	52	**3** AM TRIPS **3** PM TRIPS	—	—	6–8 am 4–6 pm	—	—
525	346	30	30	—	6 am – 9:30 pm	6:30 am – 7:30 pm	—
F570	108	**30** RUSH HOURS **60** MID-DAY	—	—	6 am – 8:30 pm	—	—
F578	155	**30** RUSH HOURS **60** MID-DAY	60	—	6 am – 8:30 pm	7 am – 7 pm	—
TRAX **BLUE LINE**	20,392	15	20	20	5 am – 12 am	6 am – 12 am	6 am – 12 am
TRAX **RED LINE**	26,367	15	20	20	5 am – 12 am	6 am – 12 am	6 am – 11:30 pm

ROUTE	FREQUENCY IN MINUTES	RIDERSHIP 2016–2017 SKI SEASON			HOURS OF SERVICE
		WEEKDAY	SATURDAY	SUNDAY	
953	**15–30** PEAK TIMES	560	750	676	6:30 am – 7 pm
972	**15** PEAK TIMES **30** MID-DAY	917	1222	1247	7 am – 7 pm + 8:30 pm down trip Mon–Sat


MURRAY
MIDVALE
SANDY
Fashion Place West Station
62 209
Midvale Fort Union Station
72 F570 953 972
Bingham Junction Station
972 F570 F578
Midvale Center Station
213 525 F578
City Hall
WINCHESTER ST
7200 SOUTH
7500 SOUTH
7800 SOUTH
8600 SOUTH
STATE ST
700 EAST
900 EAST
1000 EAST
1300 EAST
I-215
FORT UNION BLVD
UNION PARK AVE
SOUTH UNION AVE
CENTER ST
WASATCH ST
MONROE ST
700 WEST
HOLDEN ST
BINGHAM JCT BLVD
PRINCETON DR
HARRISON ST
SANDY PKWY
62
209
201
313
953
213
F570
972
72
525
F578
Route runs every 15 minutes
Route runs every 30 or more minutes
Route runs during rush hours only
Seasonal ski service
End-of-line
TRAX
0 0.25 0.5 1
MILES
UTA

CITY COUNCIL MEETING
Minutes

Tuesday July 16, 2019
Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: Mayor Robert M. Hale

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

STAFF: Kane Loader, City Manager; Bryce Haderlie, Asst. City Manager/Administrative Services Director; Matt Dahl, Asst. City Manager/Community Development Director; Rori Andreason, HR Director/City Recorder; Lisa Garner, City Attorney; Glen Kennedy, PW Director; Chief Randy Thomas, UPD; Battalion Chief Brad Larson, UFA; Laura Magness, Communications Director; Leslie Burns, City Planner; Alex Murphy, Planner II; Sherrie Reynolds, Administrative Assistant; Sherri Timmerman, Benefits Coordinator; Andrea Andreason, Operations Support Supervisor; and Jake Shepherd, Network Administrator.

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

COUNCIL BUSINESS

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

INFORMATIONAL ITEMS

I. DEPARTMENT REPORTS

II. Unified Police & UFA Department Reports

Chief Randy Thomas reported that the June stats were finalized with no big changes. On July 8th there was a DUI crash that affected the power grid. There was also a pole fire, a field fire, and flooding from the UDOT pump. There were no damages from the flooding; UDOT responded quickly. And the fire was contained quickly from Unified Fire. On July 12th our Metro Gang Unit made juvenile arrests with gang members and also seized guns. The juveniles were released to their parents with citations. Also, on July 12th there was a motorcycle that hit a vehicle on Center Street. The driver of the motorcycle was in critical condition and is now stable and expected to be released.

PENDING

There has been a lot of juvenile vandalisms in the late-night hours in the areas of 7000 South to 7500 South and 1st East to 5th East. They are throwing rocks through windows. The police have been patrolling the area and have had no luck at this point.

Council Member Paul Hunt said the church on 7100 South has had a lot of homeless individuals breaking in and sleeping in the church building at night. He asked Chief Thomas to follow up.

Chief Brad Larson said the 4th of July turned out well with 19 fire calls that evening compared to the usual 50 to 60 calls in prior years. They are hoping for smaller incidences on the 24th of July. He said UFA has redesigned their website trying to focus on information for their cities. There is also a fireworks restriction map available to the entire county. www.unifiedfire.org. He discussed the run data sheet for June 2019 and July message.

Council Member Dustin Gettel asked what the procedure is if someone see's a dog in a car. Should they break the window?

Chief Thomas said yes, it is a life and death situation and actions needs to be taken.

Mayor Hale said he is excited for UFA's participation at Harvest Days. Brad Larson said Chief Petersen will be driving the old Mack. Council Members are invited to ride on it if they so choose. They will also participate in the block parties and events.

- **Admin Services Report –**

Bryce Haderlie reported on the Administrative Services Department:
He said that he, Kane, and Dalin met with representatives from Utah Infrastructure Agency with Key Banc, Thomas Coverick, and Jerry Nowlin.

Recent Projects that were bonded through UIA:

Layton – PAR $22,285,000 (oversubscription 2.71)
Morgan – Par $2,550,000 (oversubscription 4.27)
Payson – PAR $3,250,000 (oversubscription 2.16)
UIA Series series 2017A – Par $73,905,000 (oversubscription 4.63)
UIA Series 2018 – Par $21,810,000 (oversubscription 6.39)

Oversubscription refers to the number of willing purchasers in the market – UIA bonds have between 2 and 6 times the number of willing purchasers as there are bonds available.

Thank you:

- Community development, finance and UPD staff for working to collect the grant money from EPA and the State of Utah for the homeless shelter
- Dalin for getting the Fy-2020 budget submitted to the state
- Public works – water and finance staff – water meters

PENDING

- Facilities, It, legal staff - community center project forward in pre-bid stage
- All staff participating in the creating a culture of collaboration project and Rori for facilitating
- Kane, Executive staff and Rori for evaluating wages and market increases
- Finance staff for participating in the interview process for our new treasurer

The check received from the state for the homeless shelter was 1,152.351.37.
Juan Rosario recently saved $600.00 while purchasing new computers, and Jake Shepherd worked on the wiring in the servers.

Salt Lake County Animal Services has an event Spayghetti & No Balls on August 2nd at 6:00 p.m.at the Hilton Salt Lake City Center, 255 South West Temple. The tickets are $75.00 each.

Council Member Quinn Sperry said he heard that some of the non-Utopia cities were asked to tie into their network, is that true?

Bryce Haderlie said that some of the communities have reached out to UIA and said they are ready to go.

Kane Loader said what these cities are doing is they are paying for their own build. They are bonding for the fiber in their city and Utopia is designing their network. The cities that have been in the whole time will get part of the profits.

III. City Manager Report

Kane Loader reported that former Police Chief Tony Mason passed away on July 6, 2019. The City will have a proclamation recognizing his service on August 27th. He discussed changing the format for Council meetings starting with dinner at 5:30 p.m., workshop at 6:00, and starting the regular meeting at 7:00 p.m. He discussed setting the date for Harvest Days as the first Saturday in August for all future celebrations. The Council agreed.

Mayor Hale called the business meeting to order at 7:06 p.m.

IV. GENERAL BUSINESS

A. WELCOME AND PLEDGE OF ALLEGIANCE

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

C. EMPLOYEE OF THE YEAR AWARD

Sherrie Reynolds, Employees Association President, reviewed recent service awards. She then announced that Andrea Andreason, had received the Employee of the Year award. Andrea has worked for the City for nine years. She started in the Justice Court and then transferred to the legal department. Andrea eventually transferred to Public Works and is currently the Operations Support Supervisor of the Parks and Cemetery.

PENDING

Andrea graduated from Ashford University with a Bachelor's Degree in Business Management and has recently graduated with a Master's Degree in Organizational Management. She is a great asset to the City.

D. RECOGNIZE TAYLER JENSEN FOR SERVICE ON PLANNING COMMISSION

Mayor Hale presented a certificate of appreciation to Tayler Jensen for his dedicated service on the Planning Commission.

V. PUBLIC COMMENTS

Heidi Miller said east of Hillcrest behind the flower patch, they are going to tear down the professional office space. The tenants just received notification that they need to be out in six weeks. Some of the tenants have leases until November. The people that are there are upset and will move to other cities. The city needs to take ownership. She said not to pass everything that comes up. She has gone to public hearings and voiced her concerns in the past and nothing has been done.

VI. COUNCIL REPORTS

A. Council Member Quinn Sperry - Had nothing to report.

B. Council Member Bryant Brown – reported on the Arts Council Meeting he recently attended. He said the concerts provided by the Arts Council are free and really good. He encouraged everyone to attend and invite others to attend as well. The Arts Council thanked the cleaning crew for cleaning the building. He also said the new drain at the Arts Council Building has been great. Unfortunately, the amphitheater was tagged with graffiti.

C. Council Member Paul Hunt - Had nothing to report.

D. Council Member Dustin Gettel – said to Heidi Miller that the council has the best interest of the city in mind when all decisions are made. He encouraged her and everyone to keep coming to the meetings. He attended the Community Council Meeting and they are preparing the pancake breakfast for Harvest Days. The Community Council will use Slack service for internal communications. He said the balconies at Tuscany View Apartments have still not been repaired.

E. Council Member Paul Glover - Had nothing to report.

VII. MAYOR REPORT

Mayor Robert Hale – reported that he is participating with the Planned Partnership Regional Committee and is trying to raise the standards for performance of school children. They deal with families that run into housing problems and are forced to relocate. This can be traumatic for the school age children in the families. They are working with business and labor committees in the legislature to help draft some direction to renters and their children. He reported on a meeting with Unified Fire where they

PENDING

discussed the Millcreek station and the renderings for the building. The Millcreek station services the east side of Salt Lake Valley going up to the top of I-80.

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

VIII. PUBLIC HEARINGS

A. CONSIDER A FINAL SUBDIVISION PLAT APPROVAL REQUEST FOR 2-LOT 7200 SOUTH PLAZA CONDOMINIUMS LOCATED AT 189-193 EAST FORT UNION BOULEVARD

Alex Murphy said the 7200 South Plaza Condominiums plat proposes to condominiumize an existing 2-building office complex located at 189-193 East Fort Union Blvd, allowing separate ownership of the buildings on the lot. The property includes approximately 1.2 acres and has frontage along Fort Union Boulevard. No new development is proposed.

The proposed condominium is subject to Title 16 (Subdivisions), and Chapters 17-7-5 and 17-7-6 (Mixed-Use Zone and 7200 South Overlay Zone) of the Midvale City Municipal Code.

Staff has found the proposed subdivision complies with the design standard requirements of Title 16. This Title requires condominium plats follow the same process as subdivisions with an added requirement to complete a Declaration of Covenants, Conditions, and Restrictions, which the applicant submitted with the application. No lot standards apply for the zone. No new public streets, private streets, or new infrastructure are proposed. Street tree standards dictate 2 additional trees to be installed to meet the 1 tree per 30' of frontage requirement and the Mixed-Use Zone specifies certain tree species to choose from. Staff recommends requiring the missing street trees be planted before recording the plat.

Compliance with the development zone requirements was verified prior to construction of the office complex. No new development is proposed at this time.

The applicant's proposal was sent to the City Engineer and Unified Fire Authority for review and comment.

- The Fire Marshal approved the preliminary plat with a requirement to provide fire sprinkler and alarm systems in each building, which the applicant states are already in place. Staff recommends requiring verification from the Fire Marshal the systems are in sound condition prior to recording the plat.
- The City Engineer approved the preliminary plat with minor technical corrections and clarifications to be made.

All condominiums 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.

PENDING

The Planning Commission conducted a public hearing on this subdivision plat on July 10, 2019, decided to approve the preliminary subdivision plat and forward a recommendation for approval of the final subdivision plat to the City Council 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.
2. Two additional street trees meeting the requirements of the Mixed-Use Zone and 7200 South Overlay shall be installed prior to recording the plat.
3. The applicant shall obtain approval from the Fire Department that the alarm and sprinkler systems in the existing buildings are in compliance with Fire Code requirements.
4. The Declaration of Covenants, Conditions, and Restrictions shall be recorded concurrently with the subdivision plat.

These conditions have not yet been addressed by the applicant. If the Council is comfortable with the proposal, Staff will verify they are addressed before the plat Mylar is printed and recorded.

STAFF RECOMMENDATION:
Staff recommends the City Council approve the final subdivision plat for the 7200 South Plaza Condominium 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 Staff. Once approved by Staff, the applicant shall obtain all required signatures on the final plat Mylar.
2. Two additional street trees meeting the requirements of the Mixed-Use Zone and 7200 South Overlay shall be installed prior to recording the plat.
3. The applicant shall obtain approval from the Fire Department that the alarm and sprinkler systems in the existing buildings are in compliance with Fire Code requirements.
4. The Declaration of Covenants, Conditions, and Restrictions shall be recorded concurrently with the subdivision plat.

Council Member Quinn Sperry said he is the attorney for the applicant who is out of town. The previous owner sold both of the office buildings separately to the current owner which shouldn't have been done. The applicant would like to sell one of the office buildings and wants to do it correctly and legally.

Mayor Hale opened the hearing to public comment. There was no one present who desired to speak to this issue.

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

PENDING

ACTION: CONSIDER APPROVAL OF A FINAL SUBDIVISION PLAT APPROVAL REQUEST FOR 2-LOT 7200 SOUTH PLAZA CONDOMINIUMS LOCATED AT 189-193 EAST FORT UNION BOULEVARD

MOTION: Council Member Bryant Brown MOVED that 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 7200 South Plaza Condominium 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 Staff. Once approved by Staff, the applicant shall obtain all required signatures on the final plat Mylar.**
2. **Two additional street trees meeting the requirements of the Mixed-Use Zone and 7200 South Overlay shall be installed prior to recording the plat.**
3. **The applicant shall obtain approval from the Fire Department that the alarm and sprinkler systems in the existing buildings are in compliance with Fire Code requirements.**
4. **The Declaration of Covenants, Conditions, and Restrictions shall be recorded concurrently with the subdivision plat.".**

The motion was SECONDED by Council Member Paul Glover. Mayor Hale called for discussion on the motion. There being none, he called for roll call vote. The voting was as follows:

Council Member Quinn Sperry	**Abstained**
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. CONSENT AGENDA

A. CONSIDER MINUTES OF JULY 2, 2019

MOTION: Council Member Paul Glover MOVED to approve the consent agenda. The motion was SECONDED by Council Member Bryant Brown. Mayor Hale called for discussion on the motion. There being none, 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.

PENDING

IX. ACTION ITEMS

A. DISCUSSION AND ACTION REGARDING RESOLUTION NO. 2019-R-31 AUTHORIZING THE EXECUTION OF A GENERAL SERVICE CONTRACT BETWEEN MIDVALE CITY AND ROCKY MOUNTIAN POWER FOR POWER SERVICE TO TRAFFIC SIGNALS AT IVY DRIVE AND BINGHAM JUNCITON BOULEVARD

Matt Dahl said as part of the Jordan Bluffs development., Midvale City (City) is requiring the installation of traffic signals at that intersection of Bingham Junction Boulevard and Ivy Drive. The City will own and operate the traffic signals upon acceptance of Bingham Junction Boulevard from the site developer and will be responsible for paying for the electrical service provided by Rocky Mountain Power.

Rocky Mountain Power requires the execution of General Services Contract (Contract) in order to provide power to the new traffic signals. The Contract includes, among other things, the following:

- A description of the power that will be supplied by Rocky Mountain Power.
- A requirement that the City pay a Customer Advance of $6,885.46 for the installation of equipment.
- A minimum billing formula based on a Rocky Mountain Power fee schedule and a $29.80 monthly facilities charge.
- A description of obligations for the preparation of the site for installation.
- An indication that the Rocky Mountain Power will design, construct, own, and operate the equipment that they install.

The Contract is a standard form for all similar service installations. The costs are determined by the specific site requirements and established Rocky Mountain Power rates and fees.

FISCAL IMPACT:
A one-time cost of $6,885.48 will be paid from grant funding provided by Salt Lake County for the construction of Bingham Junction Boulevard. The on-going fees for services will be paid through the Street Department's Electric Signals Account. The on-going monthly fee will be the greater of the service charge (an amount based on the use of power and Rocky Mountain Rate Schedule No. 15) or $29.80 plus 80% of the service charge.

Council Member Dustin Gettel asked what the timeline is for this project.

Matt Dahl said that with past experience he would say the next six months and hope that it is sooner.

MOTION: Council Member Paul Hunt MOVED to suspend the rules and adopt Resolution No. 2019-R-31 authorizing the execution of General Services Contract between Midvale City and Rocky Mountain Power. The motion was SECONDED by Council Member Dustin Gettel.

PENDING

Mayor Hale called for discussion on the motion. There being none, 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 RESOLUTION NO. 2019-R-32 AMENDING THE MUNICIPAL FEE SCHEDULE FOR FY2020

Rori Andreason said on June 18, 2019, the City Council adopted the Midvale City Municipal Fee Schedule for FY2020. Since that time, a few additional amendments have been identified as needing to be changed. These amendments are regarding the City cemetery in deleting cremation lots and adding a burial right transfer fee. The burial right transfer fee is for reissuance of the burial rights from one person to another.

She asked for a suspension of the rules to adopt the amendments to the FY2020 Midvale Municipal Fee Schedule, so it can be published on the City's website.

MOTION: Council Member Quinn Sperry MOVED to suspend the rules and Approve Resolution No. 2019-R-32 Amending the FY2020 Midvale City Municipal Fee Schedule. The motion was SECONDED by Council Member Dustin Gettel. Mayor Hale called for discussion on the motion. There being none, 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.

X. DISCUSSION ITEMS

A. DISCUSSION REGARDING LANDSCAPING AGREEMENT ON 9TH AVENUE

Lisa Garner said this discussion item involves a potential landscape agreement between the City and UDOT for a small piece of property on 9th Ave. UDOT deeded 9th Avenue to the City last year but retained ownership of a small piece of property that borders the south side of 9th Avenue. Staff believes that it is in the best interest of the City to keep this property landscape and free from weeds and debris. 700 West 9th Avenue, LLC, owns the property adjacent to the UDOT property (storage units on the corner of 9th Avenue and 700 West) and has agreed to landscape and maintain the property if the City has UDOT's permission. Once the City enters into this agreement with UDOT, she will bring, for your approval, an agreement between the City and 700 West 9th Avenue, LLC for the maintenance of this UDOT property.

PENDING

Council agreed to put this on the consent agenda for next meeting.

XI. 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 7:46 p.m.

_____

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

Approved this 6th day of August 2019.

PENDING

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: August 6, 2019

SUBJECT: **Recommendation to Appoint Mr. David M. Stenquist as City Treasurer**

SUBMITTED BY: Bryce K Haderlie

SUMMARY: We received eighteen applications for the City Treasurer position and after interviewing the top six candidates, staff recommended David Stenquist to City Manager, Kane Loader. Mr. Loader interviewed David and agreed with the staff and forwarded the recommendation onto the Mayor for a final interview. After several thorough interviews, we have concluded that Mr. Stenquist is highly qualified both academically and with career experience to fulfill the duties of Treasurer.

FISCAL IMPACT: This position is included in the budget.

STAFF'S RECOMMENDATION AND MOTION: For the Council to give advice and consent for the Mayor to appoint David M. Stenquist as the City Treasurer.

"I move to approve Resolution No. 2019-R-34 Confirming the Mayor's Appointment of David M. Stenquist as the City Treasurer for Midvale City."

Attachments: **Resolution**
Resume

David M. Stenquist MPA

Cell (435) 760-4392 **1505 E 3115 S Salt Lake City, UT 84106** **davestenquist@gmail.com**

EXPERIENCE

Actuarial / Product Analyst
*Analyst, **WCF Insurance**, 2017-Present*
*Claims Adjuster, **WCF Insurance**, 2013-2017*

- As a Analyst helped to develop the new product lines by doing market research, pricing analysis, and held development meetings with vendors. Assisted in projections and budget to expense ratio was accurate and in line.
- I performed complex analysis for senior management to develop and implement financial information.
- Held monthly meetings with senior management to go over trends and staffing models.
- Acted as a liaison between multiple departments in trainings and implementing new computer systems and programs.
- As a Adjuster focused on customer service and the mission of the company. Met with policy holders, and worked with all parties to have a better claims resolution process.
- Maintained professionalism in conversation with injured workers even when being yelled at. Acted as the negotiator for the company whenever a claim would go to litigation.

New Patient Coordinator
*Coordinator, **Huntsman Cancer Institute**, 2012-2013*

- Worked with doctors, patients, and hospital staff to increase patient satisfaction scores by 15%. Focused on customer service and making sure patients were scheduled within 3 business days of first contact.

Patient Access Representative
*Representative, **University of Utah Hospital**, 2009-2012*

- Focused on customer satisfaction in order to further the mission of the hospital.
- Represented the department in the testing of new computer system and held weekly trainings to make sure my department was efficient.

Administrative Assistant/HR/AP/OSS
*Office personnel, **Stock Building Supply**, 2004-2009*

- Helped make decisions on hiring and termination.
- Maintained personnel records, did payroll and budgeting for office.

EDUCATION

Masters of Public Administration
Brigham Young University
Bachelor of Science Business Administration
University of Utah

SKILLS

Personal
Learn Quickly
Critical Thinking
Problem Solving
Customer Service
Time Management
Analytical Thinking
Leadership
Communication
Negotiating

Computer
Adobe Acrobat
Advanced Microsoft Office
Tableau
Python
SQL

HOBBIES

Tile work
Cabinet Building
Learning
Road Biking
Surfing

SERVICE

2001-2003 LDS Mission to Pittsburgh, PA

1995 Eagle Scout

MISSION

Pursue my passion to serve and learn by using the talents I have, and to encourage and teach others to do the same.

MIDVALE CITY, UTAH
RESOLUTION NO. 2019-R-34

A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF DAVID M. STENQUIST AS THE CITY TREASURER FOR MIDVALE CITY

WHEREAS, the Mayor is authorized to appoint, with the advice and consent of the City Council, a qualified person to serve as the City Treasurer; and

WHEREAS, the City Manager has determined that David M. Stenquist has the qualifications and experience to serve as the City Treasurer; and

WHEREAS, the City Manager is recommending that the Mayor appoint David M. Stenquist to that position; and

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

WHEREAS, the Mayor desires to appoint David M. Stenquist as the City Treasurer; 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 David M. Stenquist as the City Treasurer.

Section 2. This Resolution shall take effect immediately.

APPROVED AND ADOPTED this 6th day of August 2019.

_____
Robert M. Hale, Mayor

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

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: August 6, 2019

SUBJECT:

Final Subdivision Plat Approval for 4-Lot Jordan Bluffs Lot 2 2nd Amended Subdivision located at approximately 8500 South and 700 West/Main Street

SUBMITTED BY:

Alex Murphy, Associate Planner

SUMMARY:

The proposed Jordan Bluffs Lot 2 2nd Amended Subdivision plat consists of four (4) proposed lots with 209.56 acres located on Jordan Bluffs between Center Street, Main Street, and the Jordan River. This request was submitted by Ben Seastrand, representing KC Gardner Company, to create the development parcels for Pod C in the Jordan Bluffs Subareas 1-3 zone (see attached Pod Map). No new development is proposed as part of this subdivision request.

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 subdivision plat and issued a recommendation on the application on June 12, 2019. The Council conducted a public hearing on this subdivision plat on June 5, 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.
2. The applicant shall complete the required review processes described in the Jordan Bluffs Subareas 1-3 Development Zone ordinance prior to any construction on the site. A note to this effect shall be added to the plat.
3. Street trees and public infrastructure within and adjacent to the property shall be addressed with each site development plan. A note to this effect shall be added to the plat.
4. The plat shall be amended to include both the Base Flood Elevation and boundary of the Zone AE special flood hazard area identified on the Flood Insurance Rate Map.

The applicant has prepared a final subdivision plat and included the required notes. The City Engineer and Area Fire Inspector have reviewed and approved the plat.

FISCAL IMPACT: N/A

STAFF RECOMMENDATION:

Staff recommends the City Council approve the final subdivision plat for the Jordan Bluffs Lot 2 2nd Amended Subdivision plat with the following conditions:

1. The applicant shall obtain all required signatures on the final subdivision plat Mylar.

RECOMMENDED MOTION – APPROVAL:

"Based on compliance with the requirements of the Midvale City Municipal Code, I move that we approve the final subdivision plat for the Jordan Bluffs Lot 2 2nd Amended Subdivision plat with the following conditions:

1. *The applicant shall obtain all required signatures on the final subdivision plat Mylar."*

RECOMMENDED MOTION – TABLE DECISION:

"I move that we table decision on the Jordan Bluffs Lot 2 2nd Amended Subdivision final plat to address the following questions/comments:

1. *…*
2. *… "*

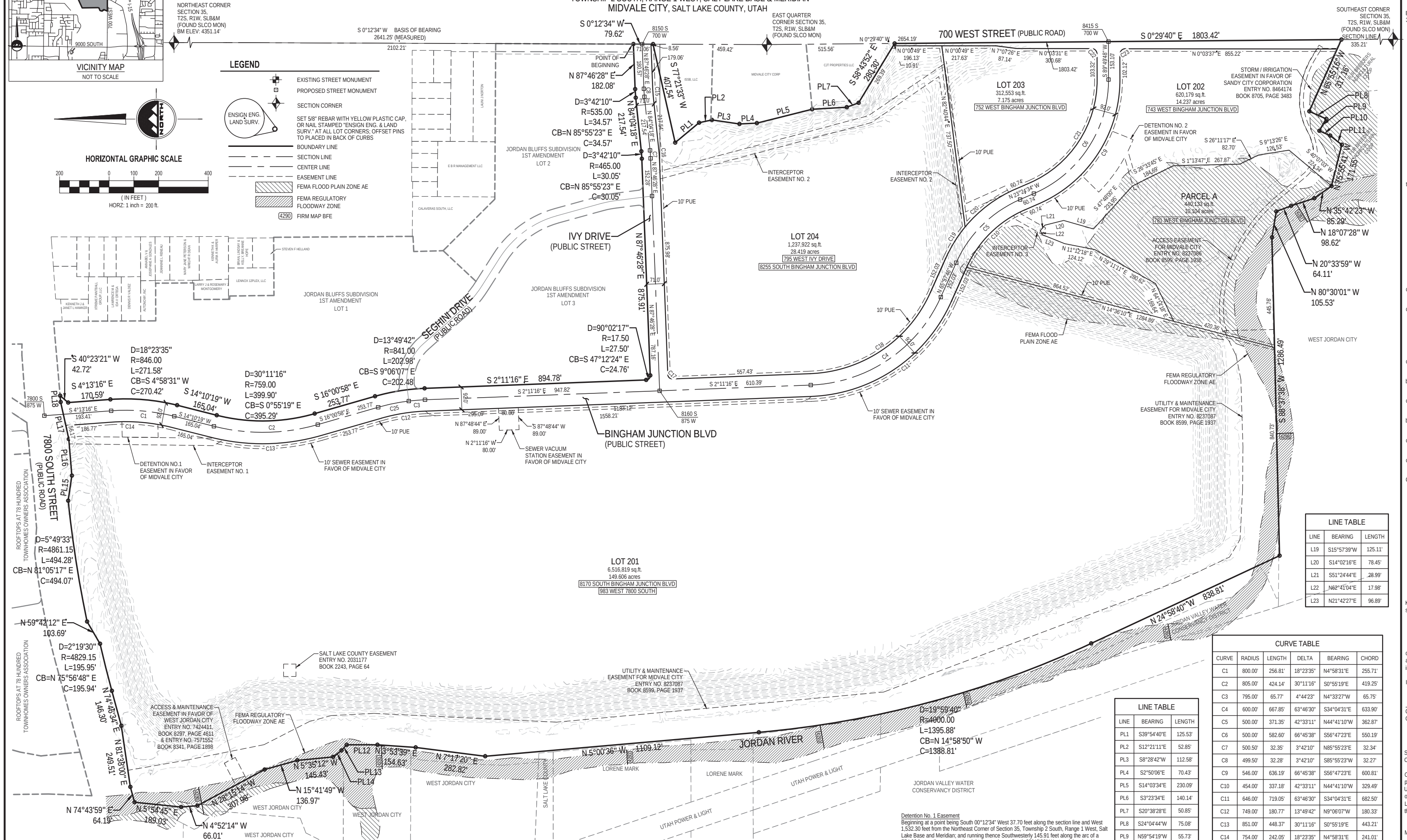
ATTACHMENTS:

- Vicinity Map
- Final Plat


Vicinity Map
Subject Property
Copyright nearmap 2015

JORDAN BLUFFS LOT 2 2ND AMENDED SUBDIVISION

AMENDING JORDAN BLUFFS LOT 2 AMENDED SUBDIVISION
LOCATED IN THE NORTHEAST & SOUTHEAST QUARTER OF SECTION 35 &
THE SOUTHEAST QUARTER OF SECTION 26
TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
MIDVALE CITY, SALT LAKE COUNTY, UTAH



LINE TABLE		
LINE	BEARING	LENGTH
L19	S15°57'39"W	125.11'
L20	S14°02'16"E	78.45'
L21	S51°24'44"E	28.99'
L22	N62°41'04"E	17.98'
L23	N21°42'27"E	96.89'

LINE TABLE		
LINE	BEARING	LENGTH
PL1	S39°54'40"E	125.53'
PL2	S12°21'11"E	52.85'
PL3	S8°28'42"W	112.58'
PL4	S2°50'06"E	70.43'
PL5	S14°03'34"E	230.09'
PL6	S3°23'34"E	140.14'
PL7	S20°38'28"E	50.85'
PL8	S24°04'44"W	75.08'
PL9	N59°54'19"W	55.73'
PL10	S23°47'27"W	47.77'
PL11	S38°00'44"W	59.69'
PL12	N0°00'00"E	124.58'
PL13	N47°59'09"W	30.66'
PL14	N37°43'31"W	42.50'
PL15	S81°32'25"E	102.50'
PL16	N85°15'24"E	147.80'
PL17	N77°33'30"E	153.21'
PL18	N84°59'59"E	25.96'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	800.00'	256.81'	18°23'35"	N4°58'31"E	255.71'
C2	805.00'	424.14'	30°11'16"	S0°55'19"E	419.25'
C3	795.00'	65.77'	4°44'23"	N4°33'27"W	65.75'
C4	600.00'	667.85'	63°46'30"	S34°04'31"E	633.90'
C5	500.00'	371.35'	42°33'11"	N44°41'10"W	362.87'
C6	500.00'	582.60'	66°45'38"	S56°47'23"E	550.19'
C7	500.50'	32.35'	3°42'10"	N85°55'23"E	32.34'
C8	499.50'	32.28'	3°42'10"	S85°55'23"W	32.27'
C9	546.00'	636.19'	66°45'38"	S56°47'23"E	600.81'
C10	454.00'	337.18'	42°33'11"	N44°41'10"W	329.49'
C11	646.00'	719.05'	63°46'30"	S34°04'31"E	682.50'
C12	749.00'	180.77'	13°49'42"	N9°06'07"W	180.33'
C13	851.00'	448.37'	30°11'16"	S0°55'19"E	443.21'
C14	754.00'	242.05'	18°23'35"	N4°58'31"E	241.01'
C15	464.00'	29.99'	3°42'10"	S85°55'23"W	29.98'
C16	536.00'	34.64'	3°42'10"	N85°55'23"E	34.63'
C17	17.50'	27.48'	89°57'43"	S42°47'36"W	24.74'
C18	554.00'	616.65'	63°46'30"	S34°04'31"E	585.30'
C19	546.00'	148.39'	15°34'17"	N58°10'37"W	147.93'
C20	546.00'	257.12'	26°58'54"	N36°54'02"W	254.75'
C21	454.00'	529.00'	66°45'38"	S56°47'23"E	499.58'
C22	22.00'	34.47'	89°46'17"	N44°56'39"E	31.05'
C23	22.00'	34.65'	90°13'50"	N45°03'18"W	31.18'

ROCKY MOUNTAIN POWER NOTES:

1. PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. § 17-27A-603(4)(C)(II) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
   - 2.1. A RECORDED EASEMENT OR RIGHT-OF WAY
   - 2.2. THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
   - 2.3. TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
   - 2.4. ANY OTHER PROVISION OF LAW.

Dominion Energy Utah - Note:
Questar Gas Company dba Dominion Energy Utah, approves this plat for the purpose of approximating the location, boundaries, course and dimensions of the Rights-of-Way and Easement Grants and existing underground facilities. Nothing herein shall be constructed to warrant or verify the precise location of such items. The Rights-of-Way and easements are subject to numerous restrictions appearing on the recorded right-of-way and easement grant(s). Dominion Energy Utah also approves this plat for the purpose of confirming that the plat contains public utility easements; however, Dominion Energy Utah may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set in the Owners Dedication or the Notes, and does not constitute a guarantee of particular terms or conditions of natural gas service. for further information please contact Dominion Energy Utah's Right-of-Way Department at 801-366-8532.

Interceptor Easement No. 1
Beginning at a point being South 00°12'34" West 402.96 feet along the section line and West 1,595.45 feet from the Northeast Corner of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence Southwesterly 44.42 feet along the arc of a 851.00 foot radius curve to the left (center bears South 76°11'16" East and the chord bears South 12°19'01" West 44.41 feet with a central angle of 02°59'25"); thence North 30°10'39" West 45.31 feet; thence North 00°42'00" East 582.13 feet; thence North 85°15'24" East 19.20 feet; thence North 77°33'30" East 11.18 feet; thence South 00°42'00" West 578.21 feet; thence South 30°10'39" East 4.28 feet to the point of beginning. Contains 18,126 Square Feet or 0.416 Acres

Interceptor Easement No. 2
Beginning at a point being South 00°12'34" West 2,209.37 feet along the section line and West 513.21 feet from the Northeast Corner of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 14°55'36" East 870.09 feet; thence South 34°17'35" East 372.41 feet; thence South 81°05'19" West 570.70 feet; thence South 24°14'45" East 171.67 feet; thence South 59°54'51" West 29.26 feet; thence Northwesterly 30.02 feet along the arc of a 546.00 foot radius curve to the left (center bears South 63°23'50" West and the chord bears North 28°10'41" West 30.02 feet with a central angle of 03°09'01"); thence North 59°54'51" East 1.17 feet; thence North 24°14'45" West 183.92 feet; thence North 81°05'19" East 562.60 feet; thence North 34°17'35" West 330.09 feet; thence North 14°55'36" West 881.97 feet; thence North 87°46'28" East 30.75 feet to the point of beginning. Contains 59,604 Square Feet or 1.368 Acres

PLAT NOTES:

1. Midvale City shall be obligated to maintain the interceptor trench located within Lots 201 through 204 and no private landowner within any lot shall bear any maintenance responsibility therefore.
2. Street trees and public infrastructure within and adjacent to the property shall be addressed with each site development plan.
3. Applicant shall complete required review process described in the Jordan Bluffs Subareas 1-3 Development Zone ordinance prior to any construction on the site.
4. Future development within the Special Flood Hazard Area will be required to comply with the development standards of chapter 8.11, including, but not limited to, elevating residential structures at least 1' above BFE, elevating or floodproofing nonresidential structures at least 1' above BFE, and designing the utility systems to minimize or eliminate the potential for flood damage.

Interceptor Easement No. 3
Beginning at a point being South 00°29'40" East 995.83 feet along the section line and West 698.69 feet from the East Quarter Corner of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence Southeasterly 30.03 feet along the arc of a 454.00 foot radius curve to the right (center bears South 60°18'51" West and the chord bears South 27°47'27" East 30.02 feet with a central angle of 03°47'23"); thence South 59°54'51" West 10.10 feet; thence South 29°36'19" West 112.85 feet; thence North 60°23'41" West 30.00 feet; thence North 29°36'19" East 120.98 feet; thence North 59°54'51" East 19.43 feet to the point of beginning. Contains 3,955 Square Feet or 0.091 Acres

Detention No. 1 Easement
Beginning at a point being South 00°12'34" West 37.70 feet along the section line and West 1,532.30 feet from the Northeast Corner of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence Southwesterly 145.91 feet along the arc of a 754.00 foot radius curve to the right (center bears South 88°49'29" West and the chord bears South 04°22'06" West 145.68 feet with a central angle of 11°05'15"); thence South 88°49'29" West 52.92 feet; thence North 00°42'00" East 145.08 feet; thence North 88°49'29" East 62.25 feet to the point of beginning.
Contains 8,692 Square Feet or 0.200 Acres

Detention No. 2 Easement
Beginning at a point being South 00°29'40" East 1,385.63 feet along the section line and West 358.51 feet from the East Quarter Corner of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 21°55'26" West 100.00 feet; thence Northwesterly 50.63 feet along the arc of a 646.00 feet radius curve to the right (center bears North 21°55'26" East and the chord bears North 65°49'51" West 50.62 feet with a central angle of 04°29'26"); thence South 73°57'00" West 157.63 feet; thence North 16°03'00" West 20.00 feet; thence North 73°57'00" East 136.74 feet; thence Northwesterly 175.44 feet along the arc of a 646.00 feet radius curve to the right (center bears North 28°58'48" East and the chord bears North 53°14'23" West 174.91 feet with a central angle of 15°33'38"); thence North 44°32'27" East 100.00 feet; thence Southeasterly 215.53 feet along the arc of a 546.00 feet radius curve to the left (center bears North 44°32'27" East and the chord bears South 56°46'04" East 214.13 feet with a central angle of 22°37'01") to the point of beginning.
Contains 26,467 Square Feet or 0.608 Acres

SURVEYOR'S CERTIFICATE

I, PATRICK M. HARRIS do hereby certify that I am a Licensed Land Surveyor, and that I hold Certificate No. 286882 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as JORDAN BLUFFS LOT 2 2ND AMENDED SUBDIVISION, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

Beginning at a point on the Section line being South 00°12'34" West 2102.21 feet along the Section line from the Northeast Corner of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running
thence South 00°12'34" West 79.62 feet along the section line;
thence South 77°21'33" West 407.54 feet;
thence South 39°54'40" East 125.53 feet;
thence South 12°21'11" East 52.85 feet;
thence South 08°28'42" West 112.58 feet;
thence South 02°50'06" East 70.43 feet;
thence South 14°03'34" East 230.09 feet;
thence South 03°23'34" East 140.14 feet;
thence South 20°38'28" East 50.85 feet;
thence South 58°43'52" East 280.30 feet to section line;
thence South 00°29'40" East 1,803.42 feet along said section line;
thence North 65°55'16" West 317.16 feet;
thence South 24°04'44" West 75.08 feet;
thence North 59°54'19" West 55.73 feet;
thence South 23°47'27" West 47.77 feet;
thence South 38°00'44" West 59.69 feet;
thence North 75°55'41" West 171.55 feet;
thence North 35°42'23" West 85.29 feet;
thence North 18°07'28" West 98.62 feet;
thence North 20°33'59" West 64.11 feet;
thence North 80°30'01" West 105.53 feet;
thence South 88°37'38" West 1,286.49 feet;
thence North 24°58'40" West 838.81 feet;
thence Northwesterly 1,395.88 feet along the arc of a 4,000.00 foot radius curve to the right (center bears North 65°01'20" East and the chord bears North 14°58'50" West 1,388.81 feet with a central angle of 19°59'40") along the east bank of said Jordan River;
thence North 05°00'36" West 1,109.12 feet along the east bank of said Jordan River;
thence North 07°17'20" East 282.82 feet along the east bank of said Jordan River;
thence North 03°53'39" East 154.63 feet along the east bank of said Jordan River;
thence North 124.58 feet along the east bank of said Jordan River;
thence North 47°59'09" West 30.66 feet along the east bank of said Jordan River;
thence North 37°43'31" West 42.50 feet along the east bank of said Jordan River;
thence North 05°35'12" West 145.43 feet along the east bank of said Jordan River;
thence North 15°41'49" West 136.97 feet along the east bank of said Jordan River;
thence North 28°15'14" West 307.98 feet along the east bank of said Jordan River;
thence North 04°52'14" West 66.01 feet along the east bank of said Jordan River;
thence North 05°54'45" East 189.03 feet along the east bank of said Jordan River to the south line of 7800 South;
thence North 74°43'59" East 64.19 feet along 7800 South;
thence North 81°38'00" East 249.51 feet along 7800 South;
thence North 74°46'34" East 146.30 feet along 7800 South;
thence Northeasterly 195.95 feet along the arc of a 4,829.15 foot radius curve to the right (center bears South 15°12'57" East and the chord bears North 75°56'48" East 195.94 feet with a central angle of 02°19'30") along 7800 South;
thence North 59°42'12" East 103.69 feet along 7800 South;
thence Northeasterly 494.28 feet along the arc of a 4,861.15 foot radius curve to the right (center bears South 11°49'30" East and the chord bears North 81°05'17" East 494.07 feet with a central angle of 05°49'33") along 7800 South;
thence South 81°32'25" East 102.50 feet along 7800 South;
thence North 85°15'24" East 147.80 feet along 7800 South;
thence North 77°33'30" East 153.21 feet along 7800 South;
thence North 84°59'59" East 25.96 feet along 7800 South;
thence South 40°23'21" West 42.72 feet;
thence South 04°13'16" East 170.59 feet;
thence Southwesterly 271.58 feet along the arc of a 846.00 foot radius curve to the right (center bears South 85°46'44" West and the chord bears South 04°58'31" West 270.42 feet with a central angle of 18°23'35");
thence South 14°10'19" West 165.04 feet;
thence Southerly 399.90 feet along the arc of a 759.00 foot radius curve to the left (center bears South 75°49'41" East and the chord bears South 00°55'19" East 395.29 feet with a central angle of 30°11'16");
thence South 16°00'58" East 253.77 feet;
thence Southeasterly 202.98 feet along the arc of a 841.00 foot radius curve to the right (center bears South 73°59'02" West and the chord bears South 09°06'07" East 202.48 feet with a central angle of 13°49'42");
thence South 02°11'16" East 894.78 feet;
thence Southeasterly 27.50 feet along the arc of a 17.50 foot radius curve to the left (center bears North 87°48'44" East and the chord bears South 47°12'24" East 24.76 feet with a central angle of 90°02'17");
thence North 87°46'28" East 875.91 feet;
thence Northeasterly 30.05 feet along the arc of a 465.00 foot radius curve to the left (center bears North 02°13'32" West and the chord bears North 85°55'23" East 30.05 feet with a central angle of 03°42'10");
thence North 84°04'18" East 217.54 feet;
thence Northeasterly 34.57 feet along the arc of a 535.00 foot radius curve to the right (center bears South 05°55'42" East and the chord bears North 85°55'23" East 34.57 feet with a central angle of 03°42'10");
thence North 87°46'28" East 182.08 feet to the point of beginning.

Contains 9,731,747 Square Feet or 223.410 Acres

PROFESSIONAL LAND SURVEYOR No. 286882 PATRICK M. HARRIS STATE OF UTAH

DATE

PATRICK M. HARRIS
P.L.S. 286882

OWNER'S DEDICATION

Known all men by these presents that I / we, the undersigned owner (s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

JORDAN BLUFFS LOT 2 2ND AMENDED SUBDIVISION

AMENDING JORDAN BLUFFS LOT 2 AMENDED SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use. Owner(s) hereby agree to warrant and defend and save the City harmless against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintenance, and operation of the street.

In witness whereof I / we have hereunto set our hand (s) this________day of________________________A.D., 20_______.

____.
Christian Gardner, Manager
Gardner Jordan Bluffs, LC

LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)S.S.
County of Salt Lake

On the ________ day of ________________________ A.D., 20__________, ____, personally appeared before me, the undersigned Notary Public, in and for said County of __________________________ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the ____, of ____ a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES:____________________________________,

____ RESIDING IN__________________________ COUNTY.
NOTARY PUBLIC

JORDAN BLUFFS LOT 2 2ND AMENDED SUBDIVISION

AMENDING JORDAN BLUFFS LOT 2 AMENDED SUBDIVISION
LOCATED IN THE NORTHEAST & SOUTHEAST QUARTER OF SECTION 35 &
THE SOUTHEAST QUARTER OF SECTION 26
TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
MIDVALE CITY, SALT LAKE COUNTY, UTAH

SURVEY RECORDING
DATE: OCTOBER 13, 2017
DRAWING No S2018-03-0230

SHEET 1 OF 1
PROJECT NUMBER : 7058A
MANAGER : JKF
DRAWN BY : KFW
CHECKED BY : KFW
DATE : 7/11/19

ENSIGN
SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT. 84070
Phone: 801.255.0529
Fax: 801.255.4449
WWW.ENSIGNENG.COM
LAYTON Phone:801.547.1100
TOOELE Phone: 435.843.3590
CEDAR CITY Phone: 435.865.1453
RICHFIELD Phone: 435.896.2983

CITY ENGINEERING DEPARTMENT
APPROVED THIS ________ DAY OF __________________, 20________, BY THE MIDVALE CITY ENGINEER.
MIDVALE CITY ENGINEER

CITY PLANNING
APPROVED THIS ________ DAY OF __________________, 20________, BY THE MIDVALE CITY PLANNING.
CHAIR, PLANNING COMMISSION

BOARD OF HEALTH APPROVAL
APPROVED THIS ________ DAY OF __________________, 20________, BY THE BOARD OF HEALTH
SALT LAKE COUNTY HEALTH DEPT.

APPROVAL AS TO FORM
APPROVED THIS ________ DAY OF __________________, 20________, BY THE MIDVALE CITY ATTORNEY.
MIDVALE CITY ATTORNEY

CITY COUNCIL APPROVAL
PRESENTED TO THE MIDVALE CITY COUNCIL THIS ________ DAY OF ________________, 20________, AT WHICH TIME THE SUBDIVISION WAS APPROVED AND ACCEPTED.
ATTEST: MIDVALE CITY RECORDER
MAYOR

RECORDED #
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE
REQUEST OF : ________________
DATE: ________ TIME: ________ BOOK: ________ PAGE: ________
FEES
DEPUTY SALT LAKE COUNTY RECORDER

Mayor's Office

Date: August 1, 2019
To: City Council Members
From: Mayor Robert M. Hale
Subject: Planning Commission Appointment
Dustin Snow (Resolution No. 2019-R-35)

With the resignation of one of the alternate members of the Planning Commission, there is an unexpired term needing to be filled through December 31, 2023. I have interviewed residents who expressed interest in serving on the Planning Commission and am recommending Dustin Snow be appointed to fill the unexpired term.

Dustin Snow has been a resident of Midvale for 18 years and resides on Mecham Lane (District 1). He has a construction and land development background and understands the role of the Planning Commission, having addressed Planning Commissions in various communities through his work. Mr. Snow volunteers with Hillcrest High School X-Country and Track. After talking with him, I believe he has Midvale's best interests in mind for a strong community and prosperous city and will bring insight and fair decision making to the Planning Commission.

It is my recommendation the City Council adopts Resolution No. 2019-R-35, appointing Dustin Snow as an alternate member of the Planning Commission

Attachment: Resolution No. 2019-R-35
Planning Commissioner Application

MIDVALE CITY, UTAH
RESOLUTION NO. 2018-R-35

A RESOLUTION CONFIRMING THE APPOINTMENT OF DUSTIN SNOW TO SERVE AS AN ALTERNATE MEMBER OF THE PLANNING COMMISSION

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

WHEREAS, the Planning Commission, due to the resignation of Tayler Jensen, has an alternate member vacancy and need to fill Mr. Jensen's unexpired term; and

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

WHEREAS, the Mayor desires to appoint Dustin Snow to serve on the Planning Commission as an alternate member and finish the current vacant term; and

WHEREAS, Dustin Snow has expressed a desire to serve on the Planning Commission as an alternate member; and

WHEREAS, the City Council consents to this appointment;

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

SECTION 1. The City Council hereby confirms the Mayor's appointment of Dustin Snow as an alternate member of the Planning Commission, filling the vacant, unexpired term which ends December 31, 2023.

SECTION 3. This Resolution shall take effect immediately.

PASSED AND APPROVED this ____ day of _____, 2019.

_____
Robert M. Hale, Mayor

ATTEST:

_____
Rori Andreason, MMC
City Recorder

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

MIDVALE CITY
Department of Community Development
7505 South Holden Street, Midvale City, Utah 84047
Phone: 801.567.7229 * www.midvalecity.org

PLANNING COMMISSIONER APPLICATION

Applicant name: Dustin Snow

Home address: 1032 Mecham Lane

Mailing address: " " City: Midvale State: UT Zip: 84047

Contact information (phone, email): 801-891-2799 justaddsnow@gmail.com

Current occupation: Construction and Land DEVELOPMENT

Years lived in Midvale: 18

Previous public service: I volunteer time to help Hillcrest x-country and track meets. I helped the Hillcrest x-country team with fundraising, the team raised enough to cover this year as well.

Briefly state why you are interested in this position: BECAUSE I dont plan on moving anytime soon and I would like to Continue SEEING midvale grow. If we continue to improve the city future residents and bigger Bussiness will want to come to Midvale. It needs to be smart growth.

Please disclose any possible conflicts of interest with this appointment, i.e. real estate holdings within Midvale City; employment or business interests subject to Midvale City regulations; felony or treason convictions; other situations, past or present, that may conflict with Midvale City's best interests: If I were to have any future projects in the city.

Signature: [signature] Date: 6-13-19

Midvale City Council
SUMMARY REPORT

MEETING DATE: AUGUST 6, 2019

SUBJECT: Discussion and Action Regarding Resolution No.2019-R-36 Authorizing the Execution of the CDBG Grant Agreement between Midvale City and Salt Lake County for Funding the Midvale City ADA Improvement Project

SUBMITTED BY: Matt Dahl, Assistant City Manager

SUMMARY: In the fall of 2018, Midvale City applied to Salt Lake County for a Community Development Block Grant (CDBG) in the amount of $150,000. The grant was requested in order to fund the Midvale City ADA Improvement Project (Project). The Project is intended to install or reconstruct 45 American with Disabilities Act compliant sidewalk ramps in the Copperview and Central Midvale neighborhoods (approximately State Street to Interstate 15 and 7800 South to 9000 South). The Project is intended to be bid out in January 2020 with construction to proceed as weather allows during the Spring of 2020.

In the Spring of 2019, Salt Lake County approved Midvale's grant request for the Project. In order to receive the approved grant funds, Midvale must enter into a grant agreement with Salt Lake County. Midvale Staff has worked with Salt Lake County to develop the terms of the Grant Agreement. The Grant Agreement includes standard requirements included in all Salt Lake County CDBG Grant Agreements, as well as Project specific terms. The attached CDBG Grant Agreement includes the following terms (among others):

- Grant Amount: $150,000
- Midvale City Program Contribution: $50,000
- Period of Performance: July 1, 2019 – June 30, 2020
- Agreement Expiration: August 31, 2020
- Scope of Project: Construction and Reconstruction of 45 ADA compliant sidewalk ramps.
- Methods of Disbursement: Lump sum reimbursement at completion of Project or periodic payments throughout Project construction.

FISCAL IMPACT: The fiscal impact of the CDBG Grant Agreement is minimal. The City is committing to spend $50,000 on the design and construction of ADA ramps. The City's contribution will come from funds already budgeted for street improvements that include ADA ramp construction. The $150,000 grant will be added to the FY20 Budget for implementation of the ADA Improvement Program.

RECOMMENDED MOTION: ***"****I move that we adopt Resolution No. 2019-R-36 authorizing the execution of the CDBG Grant Agreement between Midvale City and Salt Lake County."*

ATTACHMENTS: Resolution No. 2019-R-36, CDBG Grant Agreement

MIDVALE CITY, UTAH
RESOLUTION NO. 2019-R-36

A RESOLUTION AUTHORIZING THE EXECUTION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT BETWEEN MIDVALE CITY AND SALT LAKE COUNTY

WHEREAS, Midvale City (City) created the ADA Improvement Program for the construction and reconstruction of Americans with Disabilities Act (ADA) compliant sidewalk ramps; and

WHEREAS, the City applied for funding from the Salt Lake County Community Development Block Grant Program (CDBG) to support a portion of the costs of the ADA Improvement Program; and

WHEREAS, Midvale City committed in their CDBG application to provide matching funding of $50,000 to partially fund the implementation of the ADA Improvement Program; and

WHEREAS, Salt Lake County approved the City's grant application and awarded $150,000 for the implementation of the ADA Improvement Program; and

WHEREAS, the City seeks to use the awarded CDBG Grant funding to implement the ADA Improvement Program; and

WHEREAS, the City and Salt Lake County have prepared a CDBG Grant Agreement (Agreement) for the administration of the CDBG grant; and

NOW THEREFORE BE IT RESOLVED by the City Council of Midvale City, Utah to hereby approve the CDBG Grant Agreement between Salt Lake County and Midvale City and authorize the Mayor to execute the agreement, subject to any additional terms and conditions approved by Midvale City's legal counsel.

APPROVED AND ADOPTED this _____ day of August 2019.

_____
Robert M. Hale, Mayor

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

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

SALT LAKE COUNTY
County Contract No HCD19053CH
CDBG Municipal
District Attorney No. *Click or tap here to enter DA #*
CFDA # 14.218

1. PARTIES: This subrecipient agreement is between Salt Lake County, a body corporate and politic of the State of Utah, ("County"), and Midvale City, a municipal corporation of the State of Utah, 7505 South Holden Street, Midvale, Utah 84047,("Subrecipient"), DUNS Number: 073003493.

Subrecipient Contact Person: Mayor Robert M. Hale

2. PROJECT(S) OR ACTIVITIES: The activities or projects to be conducted hereunder are listed in County's "Consolidated Plan" as submitted to HUD for CDBG Program Year 45, and are generally described as follows and referred to hereinafter as the "Project":

PROJECT NUMBER	PROJECT TITLE	PROJECT TOTAL COSTS ($)
05.05MIDV45	ADA Improvement Project	$ 150,000.00

3. SUBAWARD INFORMATION: The following information is provided pursuant to 2 CFR 200.331(a)(1):

a. Federal Award Identification No (FAIN): B-19-UC-49-0001

b. Federal Award Date: July 1, 2019

c. Total Amount of Federal Funds Obligated to Subrecipient by County: $150,000.00

d. Total Amount of the Federal Award committed to Subrecipient: $150,000.00

e. Is Award Research and Development: No

f. Indirect Cost Rate for Federal Award for County: N/A

4. PERIOD OF PERFORMANCE:
Period of performance begins 7/1/2019
Period of performance terminates 6/30/2020
Agreement expires as of 8/31/2020

5. FUNDING AMOUNT: Total subgrant amount of One Hundred Fifty Thousand and no/100 ($ 150,000.00).

6. DOCUMENTS INCORPORATED INTO THIS GRANT AND ATTACHED:

ATTACHMENT A: General Terms and Conditions
ATTACHMENT B: Project Statement of Work
ATTACHMENT C: Project Budget
ATTACHMENT D: Statistical Report and Gantt Chart
ATTACHMENT E: Subrecipient Score Cards
Any conflicts between Attachment A and other attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS GRANT BY REFERENCE BUT NOT ATTACHED: All other governmental laws, regulations, or actions applicable to the services authorized by this agreement.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be approved by its governing body or board and to be duly executed on the following dates:

MIDVALE CITY:

By: _____

Title: _____

Date: _____

SALT LAKE COUNTY

By: _____
Mayor or designee

Date: _____

Division Approval:

By: _____
Director or Designee

Approved as to Form:

By: _____
Megan L. Smith
Deputy District Attorney

ATTACHMENT A:
GENERAL TERMS AND CONDITIONS

1. Background. County has entered into a grant agreement ("Grant Agreement") with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a Community Development Block Grant Program (the "CDBG Program") pursuant to Title I of the Housing and Community Development Act of 1974 (the "Act"), as amended, and the Rules and Regulations promulgated by HUD governing the conduct of Community Development Block Grant ("CDBG") programs, 24 Code of Federal Regulations ("CFR") part 570, as amended, (the "Rules and Regulations") and the applicable provisions of 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Super Circular"). County is authorized to contract by subgrant agreement with public entities or private non-profit entities for qualified activities and projects, as provided in the Rules and Regulations regulating CDBG program funds.

2. Project Responsibility. County's Division of Housing and Community Development ("HCD") is hereby designated as the representative of County regarding all CDBG Program matters and shall be responsible for the overall administration and management of that program and the manner in which the activities or projects described herein are conducted. County will monitor the performance of Subrecipient against goals and performance standards required in Attachment B - Statement of Work. Substandard performance as determined by County will constitute non-compliance with the agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by County, suspension or termination procedures will be initiated which may result in withdrawal or termination of funding.

3. Project Budget.

a. A budget ("Budget(s)") must be prepared for each of the Projects subject to this Agreement and submitted to County for review prior to the start of each of the Project(s). These Budgets must be approved by County and be attached to this Agreement when executed. The Project(s) shall be identified in Attachment C, with a sub-attachment number, if appropriate, for each Project. Each of the Budget(s) shall be prepared in a format that is acceptable to County and, in general, shall list the major cost elements of the Project with the estimated cost of each of those elements equaling in sum total the fixed total project cost to be paid or reimbursed to Subrecipient for that Project.

b. Subrecipient shall adhere to the requirements of the Budget(s) as approved by County but is not precluded from making changes in the amounts budgeted for the major cost elements within the Budget(s) or between Project Budgets as such changes become necessary. All changes however, within the Budget(s), shall be reported to County in a timely manner for acceptance and approval. All proposed changes in the total amount of any of the Budget(s) under this Agreement that would increase or decrease the total amount of funding specified in Paragraph 7(A), or result in a change in the scope, location or beneficiaries of the Project, shall be submitted to County for prior approval and must be formally authorized by a written amendment to this Agreement in accordance with the provisions of Paragraph 9.

4. **Eligible Costs**. All costs which are incurred on any of the Project(s) by Subrecipient after the effective date of this Agreement and which have been determined by County to be appropriate and allowable costs of the Project(s) shall be eligible for reimbursement and payment hereunder.

5. **Extension Periods**. This Agreement may be extended by written amendment at County's sole option for two additional twelve (12) month periods on the same terms and conditions and in such amount and budget as shall be attached to said amendment however, such extension does not permit Subrecipient to carry over funds from the budget attached hereto into such extension period. No extensions will be granted after expiration or termination of this Agreement.

6. **Time is of the Essence**. All performance of this Agreement shall be undertaken and completed by the Subrecipient in an expeditious manner and shall not extend beyond the end of the contract expiration date unless this Agreement is extended by amendment.

7. **Funding Amount**.

a. Subject to the requirements of this Agreement County will fund the Subrecipient for the full performance of this Agreement and the actual conduct of the Project(s) specified herein undertaken by Subrecipient. This is a fixed ceiling amount and shall not be considered as an "estimate-of-cost," "percentage-of-cost" or any kind of "cost-plus" sum, price, or amount. In addition, as used in this Agreement, unless the context indicates otherwise, the words "expend," "expended" and "expenditure" shall include all amounts obligated or committed by Subrecipient by written agreement (including unilateral purchase orders) for expenditure on the Project(s).

b. Subrecipient must make a concerted, good-faith effort to expend the total subgrant within the Period of Performance. Subrecipient costs and expenditures, however, shall not exceed the total funding amount. County shall not be liable for or reimburse Subrecipient for any extra costs or overruns on the Project(s) or any additional funding in excess of the total amount stated in this Agreement without prior written amendment.

c. In the event the full funding amount to be paid or reimbursed hereunder by County is not expended by Subrecipient for project costs as specified in Attachment C by the end of the contract expiration date, as that period may have been extended or otherwise changed, Subrecipient shall refund, release or transfer any unexpended amount back to County within 30 days. Any project funds held by County at the end of the Period of Performance or refunded, released or transferred to County shall be reallocated by County. Subrecipient shall be eligible to apply for these funds but shall have no greater priority than any other applicant.

d. In the event that congressional action, HUD rules and regulations, or other lawful directive modifies or reduces the funds and/or services obligated under this Agreement, Subrecipient shall, upon notice from County, immediately modify or reduce the scope of work or cease expenditures hereunder as directed by Congress, HUD, County or other lawful directive.

e. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

8. **Methods of Disbursement**.

a. Subrecipient may request disbursement from County of that part of the funding amount relating to a particular Project, either on the basis of a lump sum reimbursement of the Project costs upon completion or on the basis of periodic reimbursement payments during the course of a Project as the funds for that Project are expended.

b. A request by Subrecipient for either a lump sum or for periodic reimbursement payments on a Project shall be in a form and content as prescribed by County and shall be submitted to County for review and for a determination of eligibility for payment. Upon approval by County, that division will submit the request to the appropriate County offices and divisions for processing and payment. Requests for periodic payments shall be supported and documented as required by County on the basis of costs actually incurred by Subrecipient on a Project during the period for which payment is requested.

c. Prepayment of the funds or a partial advance of funds to Subrecipient for a Project may be made by County if the nature of the Project or unusual circumstances justify such payment. Any prepayment or advance payment made hereunder must be justified in writing by Subrecipient and must be pre-approved and authorized by County. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Subrecipient, and are not to exceed actual cash requirements. Payments will be adjusted by County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, County reserves the right to liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.

d. Expenditures under this Agreement, whether or not prepaid, determined by County or HUD to be ineligible for reimbursement or which are inadequately documented will upon written request be immediately refunded to County by Subrecipient.

e. No requests for reimbursement or other payments under this Agreement due to cost overruns of any kind on the Project(s) shall be approved, allowed, or paid by County unless the amount requested has been approved by a written amendment.

9. **Amendments**.

a. Either of the parties may request amendments to any of the provisions of this Agreement at any time during the period of performance but no amendment shall be made or performed until it has been mutually agreed to by the parties. All amendments shall be authorized by a duly executed modification of this Agreement prior to any work being done, except that, extensions of time amendments in the Period of Performance and contract expiration date may be authorized and given by County as provided below.

b. County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the purpose, the scope of services, the location, or beneficiaries of the Project(s) to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Subrecipient.

10. Consultation and Technical Assistance. County will be available to provide technical assistance upon written request of the Subrecipient or as County deems necessary for improved Program operation.

11. Additional Requirements.

a. **Compliance.**

i. Subrecipient agrees to comply with the requirements the CDBG Program regulations found at 24 CFR Part 570 and all incorporated and related federal regulations, statutes, policies, and directives, as applicable. Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, policies, and Salt Lake County program directives governing the funds and services provided under this Agreement including but not limited to 2 CFR Part 200.

ii. Subrecipient Certifications. In accordance with the applicable statutes and the regulations governing the consolidated plan regulations and this Agreement, the Subrecipient will abide by the applicable certifications found at: https://www.hudexchange.info/resource/2396/consolidated-plan-certifications-state-and-non-state/.

b. **Independent Contractor**. The relationship of County and Subrecipient under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Subrecipient of employer and employee, partners or joint venturers.

The parties agree that Subrecipient's obligations under this Agreement are solely to the County. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

c. **Licensing**. Subrecipient will obtain all licenses, permits and/or certificates required by federal, state, and local government statutes, laws, ordinances and/or regulations required by every governmental jurisdiction in which the Program is provided for the duration of this Agreement. Subrecipient shall have said licenses, permits, and certificates available during normal business hours for inspection by County.

d. **Indemnification**. Both parties are governmental entities under the Governmental Immunity Act, §§ 63G-7-101 et seq., Utah Code, therefore, consistent with the terms of the Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

e. **Insurance for contracts over $50,000 and all Facility Improvement Projects.** Subrecipient shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

f. **General Insurance Requirements for All Policies.**

i. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the County.

ii. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

(1) Currently rated A- or better by A.M. Best Company;
(1A) for construction contracts only, the insurer must also have an A.M. Best Company financial size category rating of not less than VII.

—OR—

(2) Listed in the United States Treasury Department's current listing of Approved Sureties (Department Circular 570), as amended.

iii. Subrecipient shall furnish certificates of insurance, acceptable to County, verifying compliance with the insurance requirements herein prior to the execution of this Agreement. Subrecipient shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this Agreement.

iv. In the event any work is subcontracted, Subrecipient shall require its subcontractor, at no cost to County, to secure and maintain all minimum insurance coverages required of Subrecipient hereunder.

v. Subrecipient's insurance policies shall be primary and non-contributory to any other coverage available to County. The workers' compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of County.

vi. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Subrecipient shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to County.

vii. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing (30) days prior written notice to County in a manner approved by the County District Attorney.

viii. In the event Subrecipient fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce payments to Subrecipient for the costs of said insurance.

Required Insurance Policies. Subrecipient agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

(a) Workers' compensation and employer's liability insurance sufficient to cover all of Subrecipient's employees unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, Subrecipient shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law. (County is not to be an additional insured under Subrecipient's workers' compensation insurance.)

(b) Commercial general liability insurance, on an occurrence form, naming County as an additional insured, in the minimum amount of $1,000,000 per occurrence with a $2,000,000 general policy aggregate and $2,000,000 products completed operations policy aggregate. The policy shall protect County, Subrecipient, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Subrecipient's operations under this Agreement, whether performed by Subrecipient itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to County whether such coverage be primary, contributing, or excess.

(c) Professional liability insurance with a minimum policy limit of $1,000,000 per occurrence. (County is not to be an additional insured for professional liability insurance.

(d) If Subrecipient will be operating a vehicle in connection with any services rendered under this Agreement, regardless of the amount provided in the Agreement, Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of $1,000,000 per occurrence.

—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—

(d) Subrecipient shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as Subrecipient agrees not to operate a vehicle in connection with services rendered under this Agreement, County shall not require Subrecipient to provide commercial automobile liability insurance.

g. **Bond Requirements**. If the Project(s) involves construction or rehabilitation costing $25,000 or more, Subrecipient may require that contractors furnish, at the contractors' expense, a separate performance bond and a labor and materials bond, each for an amount not less than 100% of the contract price, or such other assurances as approved in writing by County. If required, the bonds shall be issued by a qualified corporate surety licensed to transact business in Utah. If at any time during performance of the work, the surety on the bonds shall be disqualified from doing business in Utah, or shall become insolvent or otherwise impaired, contractors shall furnish bonds from an alternate surety acceptable to County and Subrecipient. The bonds shall remain in effect until completion of the Project(s) including completion of all warranty and guaranty work and shall be delivered to County prior to the commencement of any work. Subrecipient shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or amendment to this Agreement.

h. **Grantor Recognition**. Subrecipient shall insure recognition of the role of HUD in providing services through this Agreement. All activities, facilities, and items funded under this Agreement shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

i. **Suspension or Termination**. Either party may terminate this Agreement for convenience at any time, as set forth at 2 CFR Sections 339 and 340, by giving thirty (30) days written notice to the other party of such termination. Partial terminations of the Project(s) identified in this Agreement may only be undertaken with the prior approval of County. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Subrecipient under this Agreement shall, at the option of County, become the property of County, and Subrecipient shall be entitled to receive just and equitable

compensations for any satisfactory work completed on such documents or materials prior to the termination. County may also suspend or terminate this Agreement, in whole or in part, in accordance with the provisions of 2 CFR Sections 338 - 342, if Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and County may declare Subrecipient ineligible for any further participation in County's contracts, in addition to other remedies as provided by law.

12. Administrative Requirements.

a. **Uniform Requirements**. The Subrecipient and its agencies or instrumentalities and subrecipients shall comply with applicable uniform administrative requirements, cost principles, and audit requirements as described in 2 CFR Part 200 and as modified by 24 CFR § 570.502. The Super Circular supersedes and consolidates the requirements from OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-13.

b. **Other Program Requirements**. Subrecipient shall comply with the program requirements set forth at 24 CFR §§ 570.600 - 570.614. Except, Subrecipient shall **not** be required to assume the environmental responsibilities described at 24 CFR § 570.604 or the review process under 24 CFR Part 52.

c. **Financial Management**. Subrecipient agrees to comply with the standards for financial and program management in accordance with 2 CFR Part 200, Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

d. **Cost Principles**. Subrecipient, as specified in 24 CFR § 570.502(a), shall administer its program in conformance with 2 CFR Part 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

13. Documentation and Record-Keeping.

a. **Records to be Maintained**. Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR § 570.506, pertinent to the activities to be funded under this Agreement.

b. **Retention**. Records shall be retained for the periods set forth at 24 CFR § 570.502(a)(7)(ii) and 2 CFR § 200.333. The retention period for individual CDBG activities shall be the longer of three (3) years after the expiration/termination of the agreement or after the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time by County. Records subject to reversion of assets or change or use provisions must be maintained for as long as those provisions continue to apply to the activity. Records of outstanding loan balances or other receivables or contingent liabilities must be retained until such receivables or liabilities have been satisfied. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such

property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

c. **Client Data**. Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

d. **Disclosure**. Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of County's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited without lawful court order unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

e. **Property Records**. The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Subrecipient will adhere to 2 CFR § 200.329, which requires annual reporting of real property for which there is a Federal interest. If the Federal interest extends beyond 15 years the reporting periods are multiyear reporting periods.

14. Close-Outs. Subrecipient's obligation to County shall not end until all close-out requirements, which are set forth at 2 CFR § 200.343, are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to County), and determining the custodianship of records.

15. Audits & Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to County, grantor agency, their designees or the federal government, at any time during normal business hours, as often as County or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within a time period as agreed upon by County and Subrecipient after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or refunding of payments to County. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Subrecipient audits and, as applicable, 2 CFR Part 200, Subpart F.

16. Program Income.

a. All program income, as defined at 24 CFR § 570.500(a), will be returned to

County immediately upon being earned. Program income is defined in § 570.500(a) of the Rules and Regulations as gross income received by Subrecipient which is directly generated from the use of the CDBG funds provided hereunder, except as specifically excluded under 24 CFR § 570.500(a)(4).

b. Any program income in possession of Subrecipient that has not been returned to County when this Agreement expires or is terminated, or is received by Subrecipient after this Agreement expires or is terminated, shall be transferred or paid to County in accordance with the provisions of Paragraph 19, entitled Reversion of Assets.

17. Indirect Costs. Indirect costs may be charged if Subrecipient develops an indirect cost allocation plan, prepared in accordance with 2 CFR Part 200, Subpart E, for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to County for approval.

18. Progress Reports. During the actual conduct of the Project, Subrecipient shall prepare and submit to County every three (3) months, or as otherwise specifically requested by County, a detailed project status report. The report format shall be as approved by County but must show, at a minimum, the current performance status of the Project being reported, the costs and contractual commitments incurred to date that have been charged to that project, the beneficiaries of the project, the money leveraged by CDBG-funded Activity, information relating to the HUD performance indicators, and any CDBG program income received on that project for the period preceding the report date.

19. Reversion of Assets. As provided in 24 CFR § 570.503(b)(7), upon the expiration or termination of this Agreement, Subrecipient shall release to County any unexpended CDBG funds provided under this Agreement, all program income in its possession which it has not returned to County, and any accounts receivable attributable to the use of CDBG funds provided under this Agreement. Any real property in the control of Subrecipient that was acquired or improved with CDBG funds provided under this Agreement shall be managed in compliance with County's policy regarding the use of CDBG-assisted real property, as follows:

a. **Acquired with CDBG Funds**. All property acquired by Subrecipient in whole or in part with CDBG funds must be used for a period of fifteen (15) years following the expiration or termination of this Agreement to meet one of the national objectives, found at 24 CFR § 570.208, of benefiting low and moderate income persons; aiding in the prevention or elimination of slums and blight; or meeting community development needs having a particular urgency.

b. **Improved with CDBG Funds**. All property improved in whole or in part with CDBG funds must be used by Subrecipient to meet one of the national objectives found at 24 CFR § 570.208 in accordance with the following timetable:

i. All properties receiving improvement funds between $12,500 and $99,999 must be used for eligible activities for five (5) years;

ii. All properties receiving improvement funds between $100,000 and $199,999 must be used for eligible activities for ten (10) years;

iii. All properties receiving improvement funds of $200,000 or more must be used for eligible activities for fifteen (15) years;

c. If Subrecipient desires to change the use of real property covered by this policy during the applicable period listed above, it must do the following:

i. Provide affected citizens with reasonable notice of any proposed change in use and an opportunity to comment; and

ii. Ensure that the new use meets a CDBG national objective, or reimburse County's CDBG program in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CBG funds for acquisition of, and improvements to, the property.

d. The threshold amounts set forth in Subparagraph b. above are cumulative, based on the total CDBG funding provided to Subrecipient in this Agreement for acquisition or improvement of real property, plus any previous or subsequent CDBG funding provided by County to acquire or improve said real property. However, the use periods set forth in Subparagraph b. do not commence until closeout of the final agreement under which Subrecipient receives such acquisition or improvement funds.

20. Procurement. Subrecipient shall procure all materials, property, or services in accordance with the Procurement Standards of 2 CFR Part 200, Subpart D, except to the extent that the County's Purchasing Procedures are more restrictive, Subrecipient shall follow the County's procedures pursuant to Chapter 3.20 of the Salt Lake County Code of Ordinances. In the event the procurement standards of the Subrecipient are more restrictive than those in Chapter 3.20 or 2 CFR §§ 200.317 - 326, the more restrictive standards and requirements will apply.

21. Equipment. Equipment means tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit (2 CFR § 200.33). Subrecipient shall comply with 2 CFR Part 200, Subpart D as modified by 24 CFR § 570.502(a)(6) and County policy regarding the use, maintenance and disposition of equipment. In the event the policies of Subrecipient are more restrictive than those in 2 CFR Part 200, Subpart D the more restrictive standards and requirements will apply.

22. Personnel & Participant Conditions.

a. **Civil Rights.**

i. Nondiscrimination and Equal Opportunity.

(1) Subrecipient, and all persons acting on its behalf, agree to comply with the non-discrimination and equal opportunity requirements set forth in 24 CFR § 5.105 and with all federal, state and county laws governing discrimination, and they shall not discriminate in the

application, screening, employment, participation, or any other involvement of any person in relation to any phase of the Project(s).

(2) Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places notices setting forth the provisions of this nondiscrimination clause.

(3) Subrecipient will, in all solicitations or advertisements for employees, state that it is an Equal Opportunity or Affirmative Action employer. Subrecipient must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, as enforced by the Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

ii. **Excessive Force**. Subrecipient agrees that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

iii. **Land Covenants**. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR §§ 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that County and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so

discriminate.

iv. **Section 504**. Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (290 U.S.C. 706), which prohibits discrimination against the disabled in any federally assisted program. County shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

b. **Affirmative Action**.

i. **Approved Plan**. Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107 regarding Equal Employment Opportunity programs; and implementing regulations at 41 CFR Part 60.

ii. **W/MBE.** Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in keeping with the principles as provided in President's Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). As used in this Agreement, the term "minority and Women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are those groups of U.S. citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. Subrecipient may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

iii. **Access to Records**. Subrecipient shall furnish and cause each of its own subgrantees or subcontractors to furnish all information and reports required by County and will permit access to its books, records, and accounts by County, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

iv. **EEO/AA Statement**. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

v. **"Section 3" Compliance**. Subrecipient, and any of Subrecipient's subrecipients and subcontractors, shall comply with the provisions of Section 3 of the Housing and Urban Development Act, as set forth at 24

CFR Part 135. Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations. Subrecipient agrees to compile and provide to the County all HUD-required Section 3 information regarding the hiring of low-income employees and (sub)contractors.

vi. **Subcontract Provisions**. Subrecipient will include the provisions of Paragraphs 22(A), Civil Rights, and 22(B), Affirmative Action, in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

c. **Labor Standards.**

i. **Davis-Bacon.**

(1) For all contracts and subcontracts for construction, alteration, or repair in excess of $2000, Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, 40 U.S.C. §276a1-276a7, as amended, including(a)(1) Minimum wages, (a)(2) Withholding, (a)(3) Payrolls and basic records, (a)(4) Apprentices and trainees, (a)(5) Compliance with Copeland Act requirements, (a)(6) Subcontracts, (a)(7) Contract termination: debarment, (a)(8) Compliance with Davis-Bacon and Related Act requirements, (a)(9) Disputes concerning labor standards and (a)(10) Certification of eligibility.

(2) Subrecipient agrees that, except for the rehabilitation or construction of residential property containing less than eight (8) units, all contracts or subcontracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if the wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the

requirements of this paragraph.

ii. **Work Hours.** Subrecipient agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327; and the Copeland "Anti-Kickback" Act; 40 U.S.C. § 276c, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request.

iii. **Hatch Act**. Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

d. **Contracting**.

i. **Assignments and Contracting**. The responsibility for the performance of this Agreement shall not be assigned, transferred, or contracted out by Subrecipient without the prior, written consent of County. Contracts or purchase orders by Subrecipient for the acquisition of equipment, materials, supplies, or services for the Project do not require the consent of County but shall be done in accordance with the competitive bidding requirements described in this agreement and any applicable state laws and local government ordinances.

ii. **Subcontracts**.

(1) **Approvals**. Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the consent of County prior to the execution of such agreement.

(2) **Monitoring**. Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(3) **Content**. Subrecipient shall cause allof the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(4) **Selection Process**. Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to County along with

documentation concerning the selection process.

(5) **Debarment and Suspension**. No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" as set forth at 24 CFR Part 24.

e. **Conduct**.

i. **Citizen Participation**. Subrecipient has had the opportunity to review and follows County's Citizen Participation Plan which satisfies the requirements for 24 CFR § 91.105.

ii. **Community Development Plan**. Subrecipient has had the opportunity to review and follows County's Community Development Plan, specifically identifying short-term and long-term community development objectives that provide for decent housing, expanding economic opportunities for persons of low- and moderate-income.

iii. **Conflict of Interest**. Subrecipient agrees to abide by the provisions of 24 CFR § 570.611 and 2 CFR § 200.112 with respect to conflicts of interest, and certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of County, or of any designated public agency or Subrecipient receiving funds under the CDBG Entitlement program.

iv. **Ethical Standards**. Subrecipient represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County's Ethics Code ordinance (Chapter 2.07, Salt Lake County Code of Ordinances); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

v. **Campaign Contributions**. Subrecipient acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances. Subrecipient also

acknowledges and understands this prohibition means that any person, business, corporation, or other entity that enters into a contract or is engaged in a contract with County is prohibited from making campaign contributions to County candidates. Subrecipient further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. Subrecipient represents, by executing this Agreement, that Subrecipient has not made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.

vi. **Public Funds and Public Monies.**

(1) Definitions: "Public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds, or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in Subrecipient's possession.

(2) Subrecipient's Obligation: Subrecipient, as recipient of "public funds" and "public monies" pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for the provision of services to County. Subrecipient understands that it, its officers, and employees may be criminally liable under §76-8-402, Utah Code for misuse of public funds or monies. Subrecipient expressly understands that County may monitor the expenditure of public funds by Subrecipient. Subrecipient expressly understands that County may withhold funds or require repayment of funds from Subrecipient for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

vii. **Lobbying**. Subrecipient hereby certifies that:

(1) No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of

any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement;

(2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contact, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subawards shall certify and disclose accordingly; and

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(5) No funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87); Subrecipient Grantee, if a public entity, shall also comply with the provisions of the Hatch Act (5 USC 1501-1508) and the Intergovernmental Personnel Act of 1970 as Amended by Title VI of the Civil Service Reform Act (Pub. L. 95-454 Section 4728), which limit political activities of public employees.

(6) **Copyright**. If this Agreement results in any copyrightable material or inventions, County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

(7) **Religious Organization**. Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the federal regulations specified in

24 CFR § 570.200(j).

(8) **Drug-Free Workplace**. Pursuant to the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701, Subrecipient certifies that it will provide a drug-free workplace in accordance with the Act and with the rules found at 2 CFR Section 2429.

23. Environmental Conditions.

a. **Air and Water**. Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

i. Clean Air Act, 42 U.S.C., § 7401, *et. seq.*

ii. Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, as amended, relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder.

b. **Flood Disaster Protection**. In accordance with the requirements of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001, Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

c. **Lead-Based Paint**. Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR § 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint poisoning and the advisability and availability of blood lead level screening for children age six and under. The notice should also point out that if lead-based paint is found on the property, interim controls or paint stabilization may be undertaken.

d. **Historic Preservation**. Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, 16 U.S.C. § 470, as amended, and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

24.

25. Displacement, Relocation, Acquisition, and Replacement of Housing. Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b); the requirements of 24 CFR § 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and the requirements in § 570.606(d) governing optional relocation policies. (County may preempt the optional policies.) Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. Subrecipient also agrees to comply with applicable state law, including Utah Code Annotated, §57-12-1 *et. seq.* (1953, as amended), and County ordinances, resolutions and policies concerning the displacement of persons from their residences.

26. Survival of Provisions. The parties to this Agreement specifically agree that all the paragraphs, terms, conditions and other provisions of this Agreement that require some action to be taken by either or both of the parties upon or after the expiration or termination hereof shall survive the expiration or termination of this Agreement and shall be completed, taken or performed as provided herein or as may be required under the circumstances at that time.

27. Employee Status Verification System. Subrecipient shall register and participate in the Status Verification System before entering into a contract with County as required by Utah Code § 63G-12-302(3). The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. §1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Subrecipient is individually responsible for verifying the employment status of only new employees who work under Subrecipient's supervision or direction and not those who work for another contractor or subcontractor, except each contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective contractor or subcontractor. Subrecipient shall comply in all respects with the provisions of Utah Code § 63G-12-302(3). Subrecipient's failure to so comply may result in the immediate termination of its contract with County.

ATTACHMENT B

PROJECT STATEMENT OF WORK

SUBRECIPIENT: MIDVALE CITY

PROJECT: 05.05MIDV45

PROJECT NO: ADA Improvement Project

Subrecipient shall perform or cause to be performed all work required for the Project(s) described in this Agreement and, in that performance, Subrecipient shall provide all personnel staffing and contracting, and provide all services and furnish all related real and personal property required. The Project(s) shall be performed in a manner satisfactory to County and in accordance with the provisions of this Attachment which contains a more detailed statement of the work that is to be done on the Project(s) but it is not intended to strictly limit the scope of that work. Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one of the CDBG program's National Objectives: (1) benefit low/moderate income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency — as defined in 24 CFR § 570.208.

The particular work to be performed for this Project is as follows:

Eligibility and Reference: 24 CFR 570.201(c) Public Facilities and Improvements
National Objective and Reference: 24 CFR 570.208(a)(1) Low- and Moderate-Income (Low/Mod) Area Benefit
IDIS Matrix Code: 03L – Sidewalk Improvement

CPD Outcome Performance Measurement Information
Objective: Creates Suitable Living Environment
Outcome: Improves Availability/Accessibility

Priority: Neighborhood Capacity for Implementing/Preserving Housing Programs (integrating transportation/housing/economic development)
County Outcome: Neighborhood Revitalization
Program Activity: Infrastructure Improvements

NATURE AND SCOPE OF PROJECT:

This program is intended to install or reconstruct 45 ADA ramps in Copperview Neighborhood (approximately State Street to Interstate 15 and 7800 South to 9000 South). The project will consist of identifying the specific ramps that need to be constructed or rebuilt, developing the design, bidding the project and constructing the project. In general, it is our intent to design the project by October 31, 2019, bid the project in the winter for improved pricing, and construct the project in the spring of 2020. Overall, construction should take 4 to 8 weeks.

Overall, Midvale is in need of 395 new or reconstructed ADA ramps. These ramps are intended to comply with Americans with Disabilities Act (ADA) requirements. This program will address approximately 11% of the overall need in the community, while meeting the majority of the need in the Copperview Neighborhood. This is an ongoing program, that Midvale City will continue to fund on an on-going basis.

The $150,000 in CDBG funding will be used to fund the construction costs included in the accepted construction bid. This will include labor, materials, mobilization, profit, overhead, and other categories as determined in the accepted bid.

CDBG funds will pay for the items described in Attachment C in support of these services as specified in the Project Application. The Project Application is incorporated in this Agreement by reference.

CDBG funds will pay for Construction, Labor, Materials and Supplies for the ADA curb cut improvements, as outlined in Attachment C.

GOAL STATEMENTS:

Midvale City has approximately 2,500 residents with a physical disability (2015 ACS). The Copperview and Central neighborhoods combined have the largest number of residents with physical disabilities, at approximately 550. Additionally, these neighborhoods are also home to Copperview Elementary, Midvale Elementary, Midvale Middle School, and the Copperview Community Center. These facilities serve the neighborhood and are accessed by a large number of pedestrians every day. The Midvale City ADA Improvement Program is intended to improve pedestrian access for all Midvale residents, while meeting the specific needs of the physically disabled and school aged children.

Salt Lake County is in the process of establishing revised performance measurements in consultation with the Harvard School of Performance Measures which may be implemented during this contract period. At the time of implementation of these revised measurements, the existing measurements will be converted to align with the recommendations. Training and other supports will be provided during this conversion as determined by Salt Lake County.

Outcome Measurements:
Neighborhood Revitalization for the Copperview and Central Neighborhoods adding accessible pedestrian routes

Output Measures:
It is anticipated 45 ADA Ramps completed

Outcome Measurements:
Provider shall track and measure the metrics as identified in the Statistical Report (Attachment D). Provider will submit updates to the Statistical Report according to the quarterly reporting requirements specified below. Any requested changes from Provider to the statistical report must be submitted in writing by Provider and may be approved at the discretion of County staff

in good faith and in writing.

Subrecipient Scorecard:
Subrecipient shall adhere to the Key Performance Indicators (KPIs) as identified in the Subrecipient Scorecard (Refer to Attachment D) and strive to achieve the score of "A" for all KPIs listed as applicable. Scorecard reports shall be filled out by County staff and sent to Subrecipient semi-annually unless otherwise decided at the discretion of the County. Mitigating factors to KPI scores may be submitted by Subrecipient to the County and considered in good faith by County staff when scoring. Any requested changes to the Subrecipient Scorecard must be submitted in writing by Subrecipient and may be approved at the discretion of County staff in good faith and in writing.

Performance Evaluation Plan:
In regard to the Subrecipient Scorecard:

- At the discretion of the County, if Subrecipient scores a "C" in any of the KPI categories, it may be considered as a monitoring "recommendation" according to County monitoring policies. Subrecipient may be asked to submit in writing an improvement plan to County staff to address the deficiency and any such plan would be resolved with Subrecipient's program staff.
- At the discretion of the County, if Subrecipient scores a "D" in any of the KPI categories, it may be considered as a monitoring "concern" according to County monitoring policies. Subrecipient may be asked to submit in writing an improvement plan to County staff to address the deficiency and any such plan would be resolved with Subrecipient's program and/or executive staff.
- At the discretion of the County, if Subrecipient scores an "F" in any of the KPI categories, it may be considered as a monitoring "finding" according to County monitoring policies. Subrecipient may be asked to submit in writing an improvement plan to County staff to address the deficiency any such plan would be resolved with Subrecipient's program and/or executive staff and may be sent to Subrecipient's board of directors.

Any low scores may trigger a formal monitoring. Low scores on the Subrecipient Scorecard is subject to review by the allocation committee.

Gantt Chart:
Subrecipient will adhere to the project milestones as specified in the Gantt Chart attachment and as referenced in the Agency Scorecard. Any requested changes to the milestones in the Gantt Chart must be submitted in writing by Subrecipient and may be approved at the discretion of County staff in good faith and in writing.

Target Population: Midvale City has approximately 2,500 residents with a physical disability (2015 ACS). The Copperview and Central neighborhoods combined have the largest number of residents with physical disabilities, at approximately 550.

Program location: This program is intended to install or reconstruct 45 ADA ramps in Copperview Neighborhood (approximately State Street to Interstate 15 and 7800 South to 9000

South).

No vehicles will be operated in furtherance of the contract.

REPORTING: The Agreement requires timely progress reports from Subrecipient. Subrecipient will complete an online quarter report according to the timelines below:

Required Report		Reporting Period	Due Date
Narrative Progress Report (Quarterly)	Q1	July 1st - September 30th, 2019	October 31st, 2019
	Q2	October 1st – December 31st, 2019	January 31st, 2020
	Q3	January 1st – March 31st, 2020	April 30th, 2020
Submit on online reporting tab in ZoomGrants™	Q4	April 1st – June 30th, 2020	July 20th, 2020
Statistical Progress Report (Quarterly)	Q1	July 1st - September 30th, 2019	October 31st, 2019
	Q2	October 1st – December 31st, 2019	January 31st, 2020
	Q3	January 1st – March 31st, 2020	April 30th, 2020
Upload Excel spreadsheet	Q4	April 1st – June 30th, 2020	July 20th, 2020

Subrecipient shall not undertake any work nor incur any costs on the Project until it has been informed by County that all environmental protection procedures and requirements prescribed in 24 CFR Part 58 which are applicable to the Project have been accomplished or satisfied.

ATTACHMENT C

PROJECT BUDGET

SUBRECIPIENT: Midvale City

PROJECT: 05.05MIDV45

PROJECT NO.: ADA Improvement Project

I. Estimated Total Project Cost: $190,000.00

II. Budgeted CDBG Expenditures:
   a. Construction Materials and Supplies $150,000.00

TOTAL CDBG EXPENDITURES: **$150,000.00**

The $150,000 in CDBG funding will be used to fund the construction costs included in the accepted construction bid. This will include labor, materials, mobilization, profit, overhead, and other categories as determined in the accepted bid.

All other funding needed to complete this project is the responsibility of Subrecipient.

Other funding sources	**$40,000.00**

In no case will reimbursement exceed Subrecipient's actual costs. Subrecipient will maintain records necessary for justification and verification of such costs.

Services must be provided before the end of the period of performance of June 30, 2020. A final invoice must be received with payment issued before the contract end date of August 31, 2020.

REIMBURSEMENTS: Paragraph 8 "Methods of Disbursement" of this contract identifies the method for reimbursement of expenses to Subrecipient. Subrecipient may request disbursement from County of that part of the funding amount stated in Paragraph 7, relating to a particular Project, either on the basis of a lump sum reimbursement of the Project costs upon completion or on the basis of periodic reimbursement payments during the course of a Project as the funds for that Project are expended. Subrecipient's that have a facility improvement or infrastructure project may request reimbursement from the County as a lump sum upon completion of the project or may request progress payments during the construction as the work is completed.

This construction project will submit billings after the project is complete. Progress payments

may be made during construction as long as the amount of the draw matches the amount of the project that is complete and all required Davis-Bacon paperwork has been submitted to the County.

Subrecipient shall at a minimum submit reimbursement requests on the schedule listed below unless the project is a construction project. All construction project will bill as the project progresses with the final payment submitted upon project completion, all labor requirements met, and paperwork submitted to the County:

	Dates of Expenses	**Due Date**	**Period Ending**	**Fiscal Year**	**Calendar Year**
Q1	July 1 – Sept. 30, 2019	Oct. 31, 2019	9/30	45th FY19-20	2019
Q2	Oct. 1 – Dec. 31, 2019	Jan. 31, 2020	12/31	45th FY19-20	2019
Q3	Jan. 1 – March 31, 2020	Apr. 30, 2020	3/31	45th FY19-20	2020
Q4	Apr. 1 – June 30, 2020	July 31, 2020	6/30	45th FY19-20	2020

Services must be provided, or Project completed before the end of the period of performance of **June 30, 2020**. A final invoice must be received with payment issued before the **contract end date of August 31, 2020.**

All reimbursement requests will be submitted-through the online County system referred to as ZoomGrants™. Back-up documentation of billed costs needs to be submitted with invoices unless otherwise notified by HCD. Subrecipient will keep documentation of match expenditures and all project documentation on file but should not submit with invoices unless requested.

In the event that a significant change in the scope of work is anticipated, subrecipient should contact HCD as early as possible. Changes affecting budget line items require prior written approval and may necessitate a contract amendment.

ATTACHMENT D
To
Salt Lake County Contract Number

Statistical Report and Gantt Chart

FY 19-20 Midvale ADA Improvement Program - STATISTICAL PROGRESS REPORT

County Priority Area: Neighborhood Capacity for Implementing/Preserving Housing Programs (integrating transportation/housing/economic development)

Total Program or Project Budget: **$200,000**
Grant amount: **$150,000**
Midvale City
HCD19053CH

Program Outputs	GOAL	1ST QUARTER	2ND QUARTER	3RD QUARTER	4TH QUARTER	Calculated Field - do not enter information into these fields: YEAR TO DATE PLAN	YEAR TO DATE ACTUAL	YEAR TO DATE DIFFERENCE	CDBG Only	NOTES
ADA Ramps	45					45	0	-45	Program Wide	
						0	0	0		
						0	0	0		

Program Outcomes - refer to Appendix C	GOAL	1ST QUARTER	2ND QUARTER	3RD QUARTER	4TH QUARTER	YEAR TO DATE PLAN	YEAR TO DATE ACTUAL	YEAR TO DATE DIFFERENCE	CDBG Only	NOTES
Neighborhood Revitalization - Accessable Pedestrian Routes (Miles)	2					2	0	-2	Program Wide	
						0	0	0		

Clients Served	GOAL	1ST QUARTER	2ND QUARTER	3RD QUARTER	4TH QUARTER	YEAR TO DATE PLAN	YEAR TO DATE ACTUAL	YEAR TO DATE DIFFERENCE	CDBG Only	NOTES
Total Clients Served:	15,000					15,000	0	-15,000	CDBG Only	
Youth (Under 18)	N/A					N/A	0.0	N/A	CDBG Only	
Adults (Ages 18-61)	N/A					N/A	0.0	N/A	CDBG Only	
Adults (Ages 62+)	N/A					N/A	0.0	N/A	CDBG Only	
Veterans (Informational only - included in unduplicated counts above)	N/A					N/A	0.0	N/A	CDBG Only	

Unduplicated Client Count reflects # of unique clients who enroll in the program during the year. 1st Quarter: count ALL clients. Following Quarters: count only NEW clients not previously counted.
Total Clients Served should equal "youth (under 18) + Adults (Ages 18-61) + Adults (Ages 62+)".

Comments

ATTACHMENT D
To
Salt Lake County Contract Number
Statistical Report and Gantt Chart

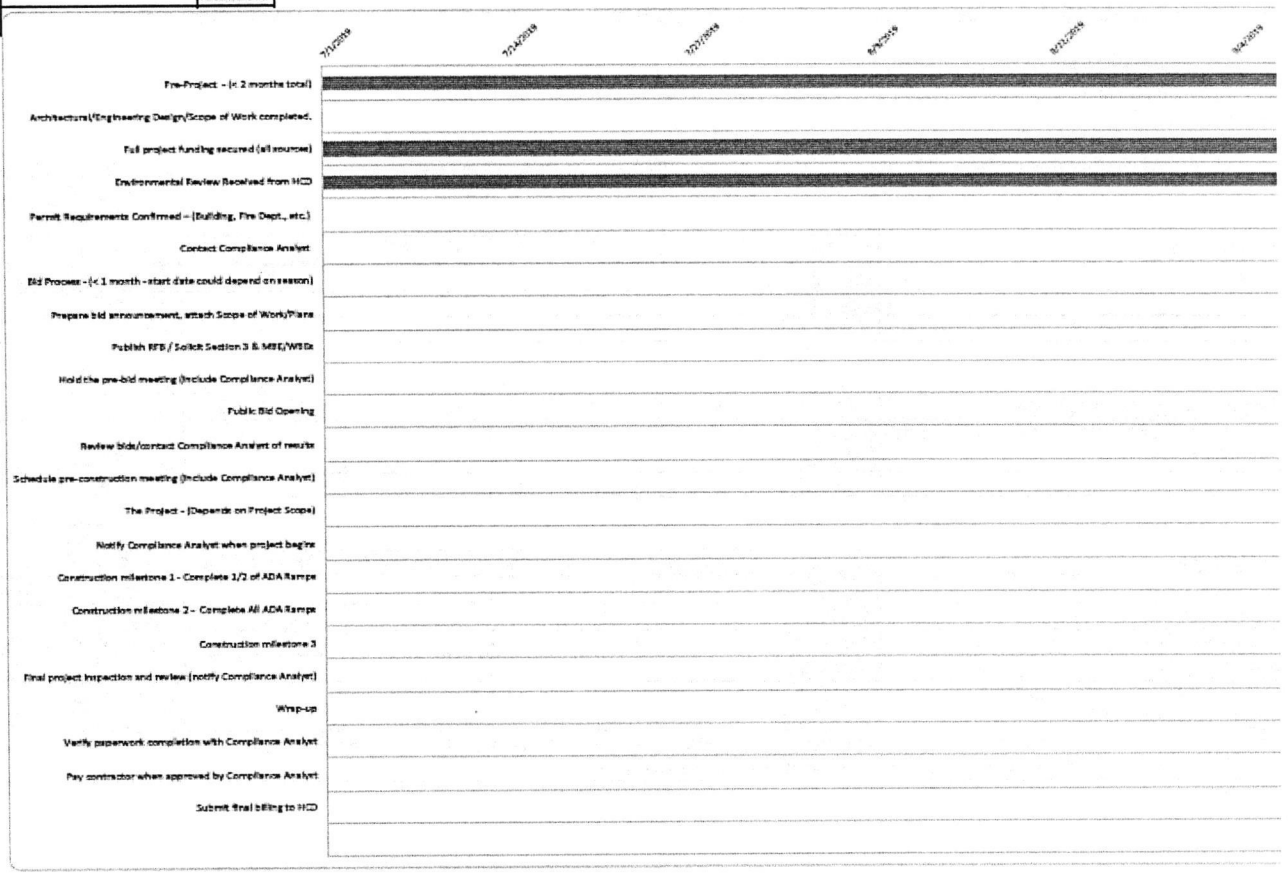
FY 2019-20 Gantt Chart Template
Midvale City Contract HCD19053CH

Before starting your project, the following items must be completed: receive the fully signed contract with Salt Lake County, receive notice that HUD funding has been received, and receive a completed environmental review.
You must also contact Compliance Analyst with Salt Lake County before proceeding with your project.

Project Milestones	Start Date	End Date	Duration # of Days
Pre-Project - (< 2 months total)	7/1/2019	10/31/2019	122
Architectural/Engineering Design/Scope of Work completed.	7/1/2019	9/15/2019	
Full project funding secured (all sources)	7/1/2019	10/15/2019	106
Environmental Review Received from HCD	7/1/2019	10/15/2019	106
Permit Requirements Confirmed – (Building, Fire Dept., etc.)	10/15/2019	10/31/2019	
Contact Compliance Analyst	9/15/2019	10/31/2019	46
Bid Process - (< 1 month - start date could depend on season)	11/1/2019	1/31/2020	91
Prepare bid announcement, attach Scope of Work/Plans	11/1/2019	12/31/2019	60
Publish RFB / Solicit Section 3 & MBE/WBEs	1/5/2020	1/20/2020	15
Hold the pre-bid meeting (include Compliance Analyst)	1/12/2020	1/12/2020	0
Public Bid Opening	1/23/2020	1/23/2020	0
Review bids/contact Compliance Analyst of results	1/23/2020	1/31/2020	8
Schedule pre-construction meeting (include Compliance Analyst)	1/31/2020	6/10/2020	131
The Project - (Depends on Project Scope)	3/15/2020	6/10/2020	87
Notify Compliance Analyst when project begins	3/15/2020	3/15/2020	0
Construction milestone 1 - Complete 1/2 of ADA Ramps	3/15/2020	4/15/2020	31
Construction milestone 2 - Complete All ADA Ramps	4/15/2020	5/15/2020	30
Construction milestone 3			
Final project inspection and review (notify Compliance Analyst)	5/15/2020	5/15/2020	0
Wrap-up	5/15/2020	6/15/2020	31
Verify paperwork completion with Compliance Analyst	5/15/2020	6/1/2020	17
Pay contractor when approved by Compliance Analyst	6/1/2020	6/1/2020	0
Submit final billing to HCD	6/1/2020	6/15/2020	14

Start Date in Number Form	7/1/2019

Use this number for the Minimum Bound of the Horizontal Axis to set the beginning of the chart.



Key:

Calculated Cell	Manual Entry Cell
These cells will be automatically calculated based on the inputs on other cells.	These cells require manual input so the calculated cells have data to work with.

Attachment E
Agency Interim Scorecard

CATEGORY	KEY PERFORMANCE INDICATOR	Explanation	TYPE ASSESSMENT Interim / Final or Alternate	A 100%	B 75%	C 50%	D 25%	F 0%	Agency Score	Comments
PROGRAM MANAGEMENT	Submitting reports on-time	This includes both on-line and statistical reports.	Interim	[illegible]	Up to 10 days after the due date	11-30 days after the due date	30-90 days after the due date	[illegible]		
PROGRAM MANAGEMENT	Adherence to Grant Chart Timelines	Updates to the Grant Chart Timelines need to be communicated and approved by County staff.	Interim	[illegible]	Up to 10 days after the due date	11-30 days after the due date	30-90 days after the due date	[illegible]		
OUTCOME PERFORMANCE	**Achieving Outcome Goals	Progress towards goals as stated in the statistical Report	Interim	Meeting or Exceeding Anticipated Progress on Outcome Goals	Factors have affected anticipated outcomes to date, but a reasonable plan has been communicated to meet original goals.	Factors have affected anticipated outcomes, but a reasonable plan has been communicated to revise goals to a level that is realistic and acceptable to SLCo.	Factors have affected anticipated outcomes, and a reasonable plan has been communicated to revise goals to a level that is acceptable to SLCo, but there are concerns about if they are realistic.	[illegible]		
OUTPUT PERFORMANCE	**Achieving Output Goals	Progress towards goals as stated in the statistical Report	Interim	Meeting or Exceeding Anticipated Progress on Output Goals	Factors have affected anticipated outputs to date, but a reasonable plan has been communicated to meet original goals.	Factors have affected anticipated outputs, but a reasonable plan has been communicated to revise goals to a level that is realistic and acceptable to SLCo.	Factors have affected anticipated outputs, and a reasonable plan has been communicated to revise goals to a level that is acceptable to SLCo, but there are concerns about if they are realistic.	[illegible]		
CLIENTS TO BE SERVED	**Achieving Clients to be Served Goals	Progress towards goals as stated in the statistical Report	Interim	Meeting or Exceeding Anticipated Progress on Clients to be served Goals	Factors have affected the number of clients anticipated to be served to-date, but a reasonable plan has been communicated to meet original goals.	Factors have affected anticipated number of people to be served, but a reasonable plan has been communicated to revise goals to a level that is realistic and acceptable to SLCo.	Factors have affected anticipated number of people to be served, and a reasonable plan has been communicated to revise goals to a level that is acceptable to SLCo, but there are concerns about if they are realistic.	[illegible]		
COMPLIANCE	Outstanding Compliance Issues	This could include financial audit findings, issues with Policies & Procedures, etc. that are not resolved within the requested timeframe.	Interim	No outstanding compliance issues	Outstanding compliance issues are low in # and severity and are easily remedied	Outstanding compliance issues are moderate in number and/or severity but can be remedied	1 or more outstanding compliance issues that are significant or numerous enough to risk current and/or future funding	[illegible]		
COMPLIANCE	Number and Severity of monitoring findings, concerns, and recommendations		Interim	No Findings or Concerns, or one(1) or Recommendation	No Findings, Concerns are low in # and severity and easily remedied, minimal # Recommendations	No Findings, Concerns are moderate in number and/or severity but can be remedied	1 or more Findings and/or Concern(s) that are significant or numerous enough to risk current and/or future funding	[illegible]		
COMMUNICATION	Responsiveness to the request to monitor, monitoring report, and related requests		Interim	Proactively Responsive	Responsive	Mostly Responsive	Reluctantly Responsive	[illegible]		
COMMUNICATION	Conformance to Data-Basin requirements		Interim	Proactive in Conformance	[illegible]	Somewhat responsive to conformance issues	[illegible]	[illegible]		
COMMUNICATION	Quality of Communication	Overall quality of communication, including average response time to calls/emails, clearly addressing all questions/requests, and flexibility to accommodate unique requests.	Interim	Always responds quickly and clearly to all communication from the County	Usually responds quickly and clearly to all communication from the County	Sometimes requires multiple communication attempts before a response is received; sometimes does not address county needs	Usually requires multiple communication attempts before a response is received; usually does not address county needs	[illegible]		
[illegible]	Attends all required county trainings		Interim	Yes	n/a	n/a	n/a	[illegible]		
[illegible]	Submits any additional requested documents in a timely manner	e.g. contract documents, Section 3 documents, etc.	Interim	By the requested due date	Within 5 business days after the due date	Within 10 business days after the due date	Within 15 business days after the due date	[illegible]		

Attachment E
Agency Final Scorecard

CATEGORY	KEY PERFORMANCE INDICATOR	Explanation	TYPE ASSESSMENT Interim/ Final or Alternate	A 100%	B 75%	C 50%	D 25%	F 0%	Agency Score	Comments
PROGRAM MANAGEMENT	Submitting reports on time	This includes both online and statistical reports.	Final	[illegible]	Up to 10 days after the due date	10-20 days after the due date	20-30 days after the due date	[illegible]		
PROGRAM MANAGEMENT	Adherence to Grant Chart timelines	Updates to the Grant Chart timelines need to be communicated and approved by County staff.	Final	[illegible]	Up to 10 days after the due date	10-20 days after the due date	20-30 days after the due date	[illegible]		
OUTCOME PERFORMANCE	**Achieving Outcome Goals	Progress towards goals as stated in the statistical Report	Final	Meeting or exceeding Anticipated Outcomes to date and on track to meet original goals.	Factors have affected anticipated outcomes to date, but a reasonable plan has been communicated to meet original goals.	Factors have affected anticipated outcomes, but a reasonable plan has been communicated to revise goals to a level that is realistic and acceptable to SLCo.	Factors have affected anticipated outcomes, and a reasonable plan has been communicated to revise goals to a level that is acceptable to SLCo, but there are concerns about if they are realistic.	[illegible]		
OUTCOME PERFORMANCE	**Achieving Output Goals	Progress towards goals as stated in the statistical Report	Final	Meeting or exceeding Anticipated Outputs to date and on track to meet original goals.	Factors have affected anticipated outputs to date, but a reasonable plan has been communicated to meet original goals.	Factors have affected anticipated outputs, but a reasonable plan has been communicated to revise goals to a level that is realistic and acceptable to SLCo.	Factors have affected anticipated outputs, and a reasonable plan has been communicated to revise goals to a level that is acceptable to SLCo, but there are concerns about if they are realistic.	[illegible]		
OUTCOME PERFORMANCE	**Achieving Clients to be Served Goals	Progress towards goals as stated in the statistical Report	Final	Meeting or exceeding Anticipated Number of People to be served to date and on track to meet the number of clients to be served	Factors have affected the number of clients anticipated to be served to date, but a reasonable plan has been communicated to meet original goals.	Factors have affected anticipated number of people to be served, but a reasonable plan has been communicated to revise goals to a level that is realistic and acceptable to SLCo.	Factors have affected anticipated number of people to be served, and a reasonable plan has been communicated to revise goals to a level that is acceptable to SLCo, but there are concerns about if they are realistic.	[illegible]		
COMPLIANCE / MONITORING	Outstanding Compliance Issues	This would include financial audit findings, issues with Policies & Procedures, etc. that are not resolved within the requested timeframe.	Final	No outstanding compliance issues	Outstanding compliance issues are low in # and severity and are easily remedied	Outstanding compliance issues are moderate in number and/or severity but can be remedied	1 or more outstanding compliance issues that are significant or numerous enough to risk current and/or future funding	[illegible]		
COMPLIANCE / MONITORING	Number and Severity of monitoring findings, concerns, and recommendations		Final	No Findings, Concerns or Recommendations at the conclusion of Monitoring	No Findings; Concerns are low in # and severity and easily remedied, minimal if Recs/other	No Findings; Concerns are moderate in number and/or severity but can be remedied	1 or more Findings and/or Concern(s) that are significant or numerous enough to risk current and/or future funding	[illegible]		
COMPLIANCE / MONITORING	Responsiveness to the request to monitor, monitoring report, and related requests		Final	Proactively Responsive	Responsive	Mostly Responsive	Reluctantly Responsive	[illegible]		
COMPLIANCE / MONITORING	Conformance to Davis Bacon requirements		Final	Proactive in Conformance	[illegible]	Somewhat responsive to conformance issues	[illegible]	[illegible]		
RELIABILITY	Quality of Communication	Overall quality of communication, including average response time to calls/emails, clearly addressing all questions/requests, and flexibility to accommodate unique requests.	Final	Always prompt, quality and clearly to all communication from the County	Usually responds quickly and clearly to all communication from the County	Sometimes requires multiple communication attempts before a response is received; sometimes does not address county needs	Usually requires multiple communication attempts before a response is received; usually does not address county needs	[illegible]		
RELIABILITY	Attends all required county trainings		Final	Yes	n/a	n/a	n/a	n/a		
RELIABILITY	Submits any additional requested documents in a timely manner	e.g. contract documents, Section 3 documents, etc.	Final	By the requested due date	Within 5 business days after the due date	Within 10 business days after the due date	Within 15 business days after the due date	[illegible]		

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

Memorandum

Date: August 6, 2019
To: Midvale City Council
From: Alex Murphy, Associate Planner
Subject: Discussion regarding Amendment to The Junction at Midvale Development Agreement

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On November 13, 2007, the City of Midvale entered into a Development Agreement, known as The Junction at Midvale Development Agreement, for property located south of 7200 South between 700 West and the Jordan River. This Development Agreement is intended to support development of this area into an overall mixed-use retail, residential, and office project and addresses various issues related to the project area. As part of the overall density and land uses allowed in The Junction at Midvale master planned area, the master developer was required to provide a minimum of 20% of the land area as public open space and the Development Agreement addresses the locations of this public open space. Since the initial approval of the development agreement, 3 amendments to the open space plan have been approved, with the latest taking effect in June 2015.

Staff is currently reviewing an application from Gardner Company to expand the CHG office complex with an additional 4-story building and parking garage. The proposed location of the parking garage and loading area access road cut into an existing required open space area that would need to be amended to accommodate the project. The developer proposes to reconfigure the shape of the open space area along Jordan River Boulevard to allow an access route along the north side of the parking garage for emergency vehicles and a loading dock. The amount of open space remains the same with this proposal.

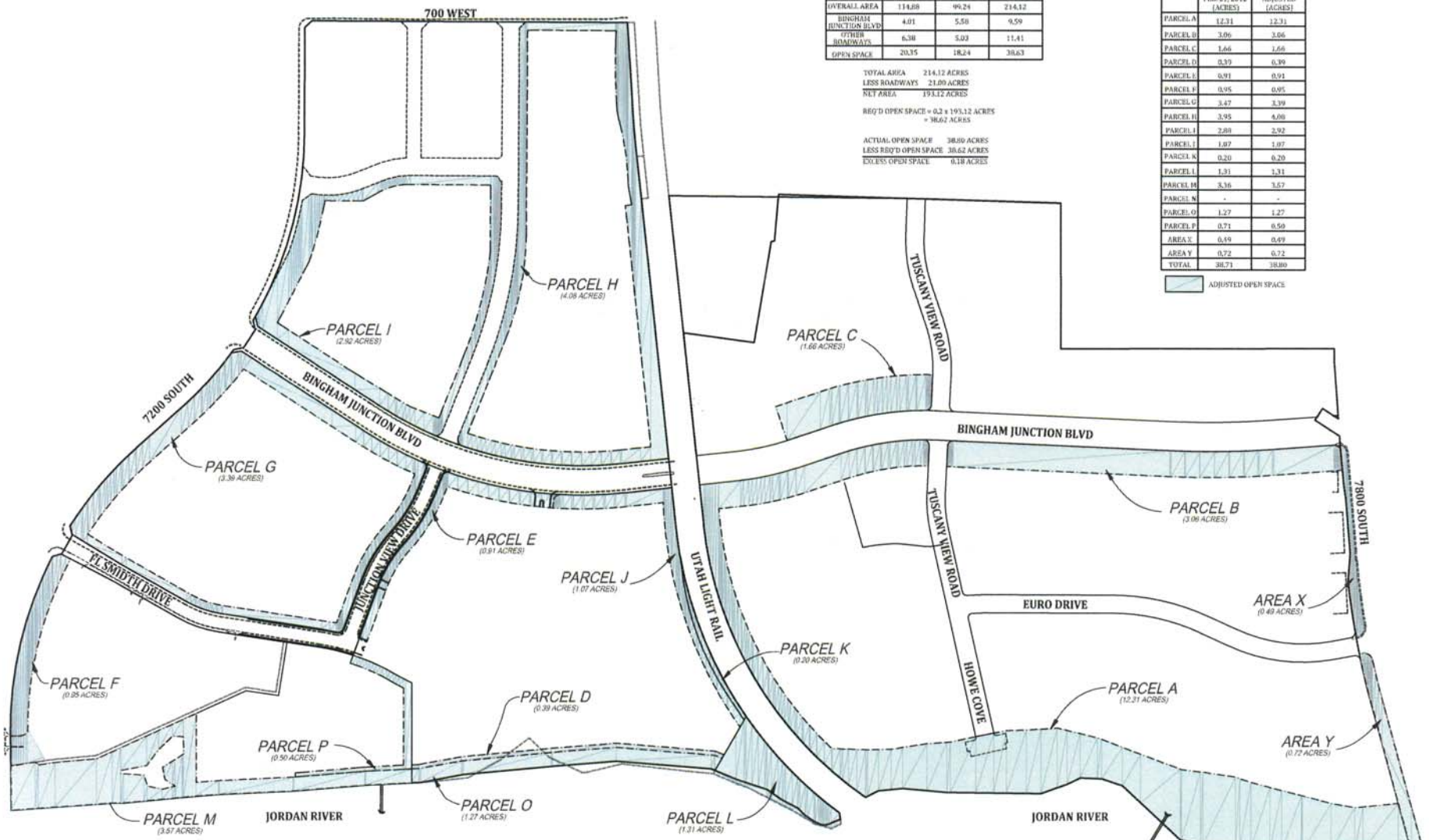
The applicant has prepared a revised open space exhibit to replace the current open space plan in the development agreement. The revised exhibit accommodates the developer's proposal while still complying with the required minimum amount of open space for the agreement area. All other conditions and terms of the original Development Agreement would remain as approved with no additional changes.

Attached are a copy of the proposed amended open space plan and a copy of the proposed CHG Phase 2 development. Staff is proposing to present this item at the August 27 City

Council meeting for review and approval and would like any feedback or comments the Council feels important to the discussion.

Attachments: Vicinity Map
3rd Amended Open Space Plan – Existing
4th Amended Open Space Plan – Proposed
CHG Phase 2 Development Proposal


Vicinity Map
FL Smidth Drive
Jordan River Blvd
Legacy Center Way
Bingham Junction Blvd
Junction View Drive
Subject Property
Grandeur View Wy
Blue Vista Ln
Junction View Dr
Main St
700 W
Commerce Park Dr
7200 S
Whimpy Way
Ninth Ave
Copyright nearmap 2015



	NORTH AREA (ACRES)	SOUTH AREA (ACRES)	TOTAL AREA (ACRES)
OVERALL AREA	114.88	99.24	214.12
BINGHAM JUNCTION BLVD	4.01	5.58	9.59
OTHER ROADWAYS	6.38	5.03	11.41
OPEN SPACE	20.35	18.24	38.63

TOTAL AREA	214.12 ACRES
LESS ROADWAYS	21.00 ACRES
NET AREA	193.12 ACRES

REQ'D OPEN SPACE = 0.2 x 193.12 ACRES
= 38.62 ACRES

ACTUAL OPEN SPACE	38.80 ACRES
LESS REQ'D OPEN SPACE	38.62 ACRES
EXCESS OPEN SPACE	0.18 ACRES

OPEN SPACE PARCEL AREAS		
	FEB. 21, 2012 (ACRES)	ADJUSTED (ACRES)
PARCEL A	12.31	12.31
PARCEL B	3.06	3.06
PARCEL C	1.66	1.66
PARCEL D	0.39	0.39
PARCEL E	0.91	0.91
PARCEL F	0.95	0.95
PARCEL G	3.47	3.39
PARCEL H	3.95	4.08
PARCEL I	2.88	2.92
PARCEL J	1.07	1.07
PARCEL K	0.20	0.20
PARCEL L	1.31	1.31
PARCEL M	3.36	3.57
PARCEL N	-	-
PARCEL O	1.27	1.27
PARCEL P	0.71	0.50
AREA X	0.49	0.49
AREA Y	0.72	0.72
TOTAL	38.71	38.80

ADJUSTED OPEN SPACE

EXHIBIT C THIRD AMENDED

DATE: May 6, 2015

HORIZONTAL GRAPHIC SCALE

ENSIGN

SALT LAKE CITY
90 E. Fort Union Blvd
Suite 100
Midvale UT 84047
Phone: 801.255.0529
Fax: 801.255.4449

LAYTON
Phone: 801.547.1100

PLEASANT GROVE
Phone: 801.796.8145

TOOELE
Phone:435.843.3590

WWW.ENSIGNUTAH.COM

FOR
ARBOR GARDNER
BINGHAM JUNCTION
HOLDINGS, LLC

OWNER

PHONE:
FAX:

BINGHAM JUNCTION OPEN SPACE EXHIBIT

MIDVALE CITY, UTAH

OPEN SPACE EXHIBIT

C 1.0

	NORTH AREA (ACRES)	SOUTH AREA (ACRES)	TOTAL AREA (ACRES)
OVERALL AREA	114.88	99.24	214.12
BINGHAM JUNCTION BLVD	4.01	5.58	9.59
OTHER ROADWAYS	6.38	5.03	11.41
OPEN SPACE	20.35	18.24	38.63

TOTAL AREA	214.12 ACRES
LESS ROADWAYS	21.00 ACRES
NET AREA	193.12 ACRES

REQ'D OPEN SPACE = 0.2 x 193.12 ACRES
= 38.62 ACRES

ACTUAL OPEN SPACE	38.87 ACRES
LESS REQ'D OPEN SPACE	38.62 ACRES
EXCESS OPEN SPACE	0.25 ACRES

OPEN SPACE PARCEL AREAS		
	FEB. 21, 2012 (ACRES)	ADJUSTED (ACRES)
PARCEL A	12.31	12.31
PARCEL B	3.06	3.06
PARCEL C	1.66	1.66
PARCEL D	0.39	0.39
PARCEL E	0.91	0.91
PARCEL F	0.95	0.95
PARCEL G	3.47	3.39
PARCEL H	3.95	4.08
PARCEL I	2.88	2.99
PARCEL J	1.07	1.07
PARCEL K	0.20	0.20
PARCEL L	1.31	1.31
PARCEL M	3.36	3.57
PARCEL N	-	-
PARCEL O	1.27	1.27
PARCEL P	0.71	0.50
AREA X	0.49	0.49
AREA Y	0.72	0.72
TOTAL	38.71	38.87

ADJUSTED OPEN SPACE

700 WEST
7200 SOUTH
7800 SOUTH
BINGHAM JUNCTION BLVD
TUSCANY VIEW ROAD
JUNCTION VIEW DRIVE
FL SMIDTH DRIVE
EURO DRIVE
HOWE COVE
UTAH LIGHT RAIL
JORDAN RIVER
JORDAN RIVER

PARCEL A (12.31 ACRES)
PARCEL B (3.06 ACRES)
PARCEL C (1.66 ACRES)
PARCEL D (0.39 ACRES)
PARCEL E (0.91 ACRES)
PARCEL F (0.95 ACRES)
PARCEL G (3.39 ACRES)
PARCEL H (4.08 ACRES)
PARCEL I (2.99 ACRES)
PARCEL J (1.07 ACRES)
PARCEL K (0.20 ACRES)
PARCEL L (1.31 ACRES)
PARCEL M (3.57 ACRES)
PARCEL O (1.27 ACRES)
PARCEL P (0.50 ACRES)
AREA X (0.49 ACRES)
AREA Y (0.72 ACRES)

HORIZONTAL GRAPHIC SCALE
160 0 80 160 320
(IN FEET)
HORZ. 1 inch = 160 ft.

DATE: July 1, 2019

ENSIGN

SALT LAKE CITY
90 E. Fort Union Blvd
Suite 100
Midvale UT 84047
Phone: 801.255.0529
Fax: 801.255.4449

LAYTON
Phone: 801.547.1100

PLEASANT GROVE
Phone: 801.796.8145

TOOELE
Phone:435.843.3590

WWW.ENSIGNUTAH.COM

FOR:
ARBOR GARDNER
BINGHAM JUNCTION
HOLDINGS, LLC

CONTACT:

PHONE:
FAX:

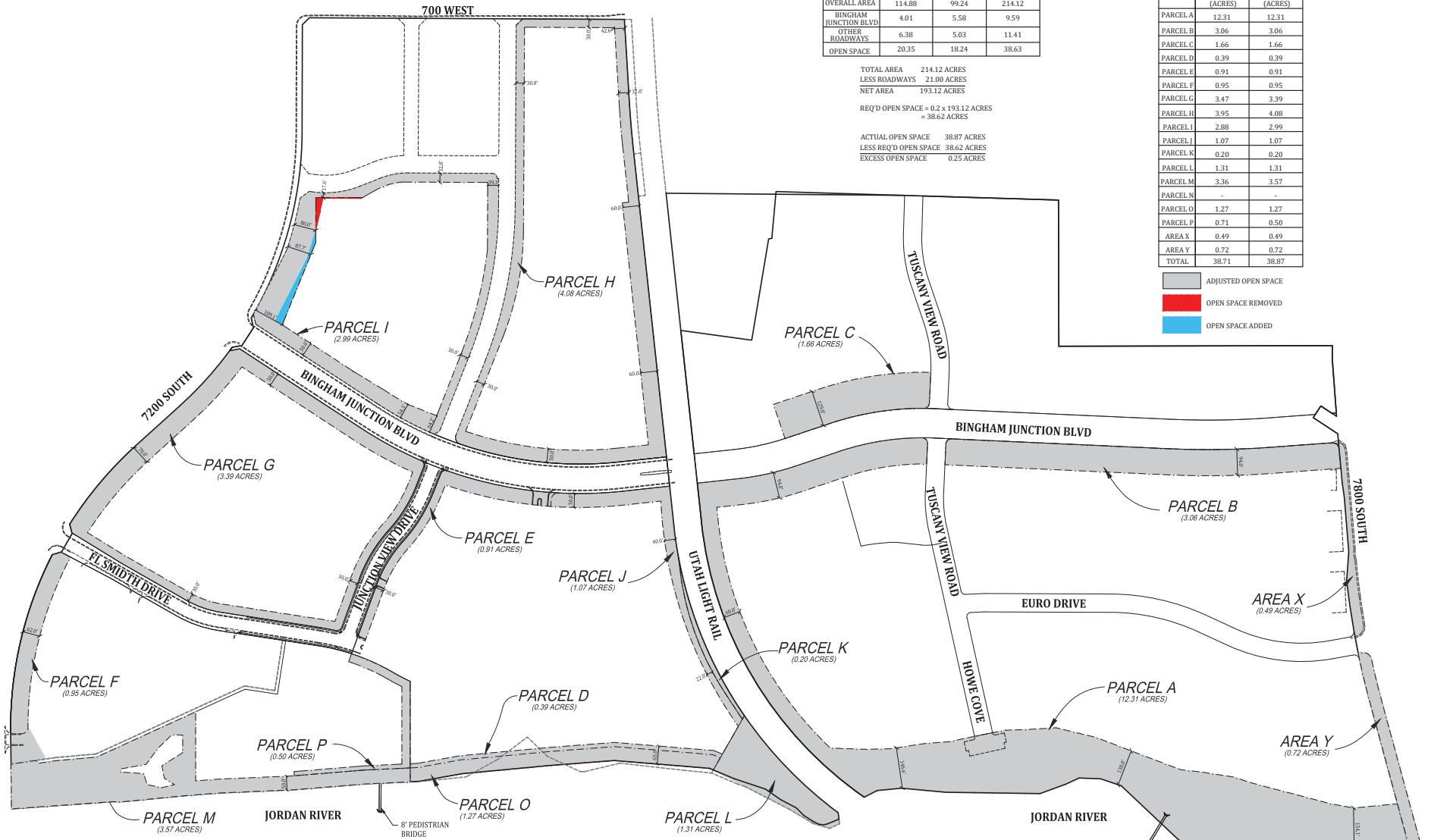
BINGHAM JUNCTION OPEN SPACE EXHIBIT

MIDVALE CITY, UTAH

OPEN SPACE EXHIBIT

PROJECT NUMBER 4584 | DATE 7/1/19
DRAWN BY KFW | CHECKED BY RQE
PROJECT MANAGER RQE

C 1.0



	NORTH AREA (ACRES)	SOUTH AREA (ACRES)	TOTAL AREA (ACRES)
OVERALL AREA	114.88	99.24	214.12
BINGHAM JUNCTION BLVD	4.01	5.58	9.59
OTHER ROADWAYS	6.38	5.03	11.41
OPEN SPACE	20.35	18.24	38.63

TOTAL AREA 214.12 ACRES
LESS ROADWAYS 21.00 ACRES
NET AREA 193.12 ACRES

REQ'D OPEN SPACE = 0.2 x 193.12 ACRES
= 38.62 ACRES

ACTUAL OPEN SPACE 38.87 ACRES
LESS REQ'D OPEN SPACE 38.62 ACRES
EXCESS OPEN SPACE 0.25 ACRES

OPEN SPACE PARCEL AREAS		
	FEB. 21, 2012 (ACRES)	ADJUSTED (ACRES)
PARCEL A	12.31	12.31
PARCEL B	3.06	3.06
PARCEL C	1.66	1.66
PARCEL D	0.39	0.39
PARCEL E	0.91	0.91
PARCEL F	0.95	0.95
PARCEL G	3.47	3.39
PARCEL H	3.95	4.08
PARCEL I	2.88	2.99
PARCEL J	1.07	1.07
PARCEL K	0.20	0.20
PARCEL L	1.31	1.31
PARCEL M	3.36	3.57
PARCEL N	-	-
PARCEL O	1.27	1.27
PARCEL P	0.71	0.50
AREA X	0.49	0.49
AREA Y	0.72	0.72
TOTAL	38.71	38.87

ADJUSTED OPEN SPACE
OPEN SPACE REMOVED
OPEN SPACE ADDED

DATE: July 1, 2019

HORIZONTAL GRAPHIC SCALE
160 0 80 160 320
(IN FEET)
HORZ. 1 inch = 160 ft.

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SALT LAKE CITY
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Suite 100
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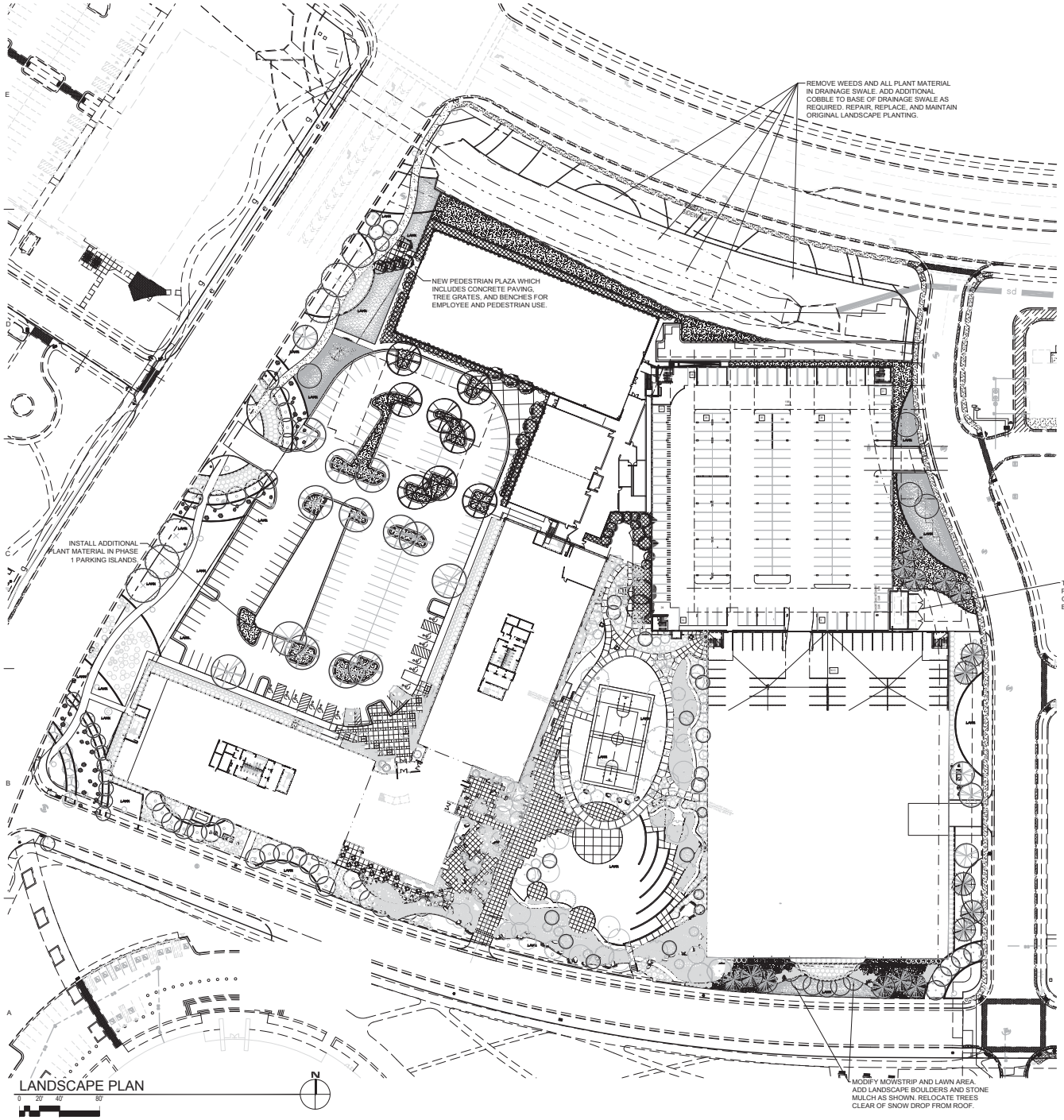
BINGHAM JUNCTION OPEN SPACE EXHIBIT

MIDVALE CITY, UTAH

OPEN SPACE EXHIBIT

PROJECT NUMBER 4584
DATE 7/15/19
DRAWN BY KFW
CHECKED BY RQE
PROJECT MANAGER RQE

C 1.0



PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME
	ACER TRUNCATUM `PACIFIC SUNSET` TM	PACIFIC SUNSET MAPLE
	CARPINUS BETULUS `FASTIGIATA`	PYRAMIDAL EUROPEAN HORNBEAN
	FAGUS SYLVATICA `DAWYCK PURPLE`	EUROPEAN BEECH
	FAGUS SYLVATICA `TRICOLOR`	TRICOLOR BEECH
	PINUS LEUCODERMIS `HELDRECHII`	HELDRECHII BOSIAN PINE

FORMAL PLANTING
-

NATIVE WITH ROCK MULCH
-

LAWN
-

MHTN
ARCHITECTS
MHTN Architects, Inc.
420 East South Temple
Suite 100
Salt Lake City, Utah 84111
Telephone (801) 595-6700
Telefax (801) 595-6717
www.mhtn.com

CHG HEALTHCARE SERVICES

CHG PHASE 2

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MHTN PROJECT NO. 2018565

DRAWN BY: - CHECKED BY: -

ISSUED:

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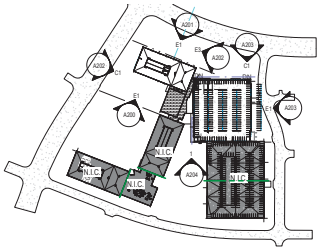
SHEET NAME

LANDSCAPE PLAN

-
1/10/2019

SHEET NUMBER

LP100



LEGEND

OFFICE BUILDING ELEVATION SQFT

NORTH ELEVATION	SOUTH ELEVATION	EAST ELEVATION	WEST ELEVATION	TOTALS
2,571 SQFT. (18%)	2,571 SQFT. (18%)	2,023 SQFT. (32%)	2,018 SQFT. (19%)	**9,183 SQFT. (20%)**
3,858 SQFT. (26%)	3,858 SQFT. (26%)	1,559 SQFT. (24%)	1,556 SQFT. (15%)	**10,831 SQFT. (23%)**
0 SQFT	0 SQFT	0 SQFT	2,618 SQFT (25%)	**2,618 SQFT**
5,121 SQFT. (35%)	5,121 SQFT. (35%)	1,584 SQFT. (25%)	2,503 SQFT. (24%)	**14,329 SQFT. (31%)**
3,042 SQFT. (21%)	3,042 SQFT. (21%)	1,234 SQFT. (19%)	1,901 SQFT. (18%)	**9,129 SQFT. (20%)**

EXTERIOR ELEVATIONS GENERAL NOTES

Exterior Finishes: Provide exterior finishes, continuous until a transition is indicated. Provide on all similar elements, and on surfaces not shown in elevation such as back sides of piers, columns and other surfaces that may not be visible in the elevation view.

Lighting: Coordinate wall and soffit mounted lighting locations with Electrical drawings and with the Architect prior to rough-in.

LEGEND - EXTERIOR ELEVATION

- 24" X 48" UNPOLISHED WALL TILE, DALTILE - EVER, COLOR: EARTH
- 1 1/2" E.I.F.S., COLOR TO MATCH SHERWIN WILLIAMS SW7030 - A NEW GRAY
- ENGINEERED WOOD PANEL - PRODEMA - COLOR: MATCH EXISTING.
- GLAZING PANEL
- SPANDREL PANEL
- CONCRETE



E1 OFFICE BUILDING SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

MHTN
ARCHITECTS
MHTN Architects, Inc.
420 East South Temple
Suite 100
Salt Lake City, Utah 84111
Telephone (801) 595-6700
Telefax (801) 595-6717
www.mhtn.com

CHG

CHG HQ PHASE II

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MIDVALE, UTAH 84047

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MHTN PROJECT NO. PROJ #

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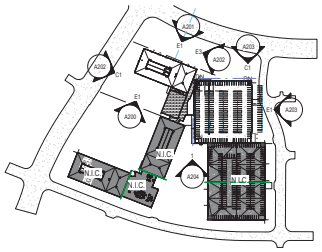
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ISSUE
SMALL SCALE MASTER PLAN SUBMITTAL
DRAFT 01.AUG.19

SHEET NAME
EXTERIOR ELEVATIONS

SHEET NUMBER
A200

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LEGEND

OFFICE BUILDING ELEVATION SQFT

NORTH ELEVATION	SOUTH ELEVATION	EAST ELEVATION	WEST ELEVATION	TOTALS
2,571 SQFT. (18%)	2,571 SQFT. (18%)	2,023 SQFT. (32%)	2,018 SQFT. (19%)	**9,183 SQFT. (20%)**
3,858 SQFT. (26%)	3,858 SQFT. (26%)	1,559 SQFT. (24%)	1,556 SQFT. (15%)	**10,831 SQFT. (23%)**
0 SQFT	0 SQFT	0 SQFT	2,618 SQFT. (25%)	**2,618 SQFT**
5,121 SQFT. (35%)	5,121 SQFT. (35%)	1,584 SQFT. (25%)	2,503 SQFT. (24%)	**14,329 SQFT. (31%)**
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- 1 1/2" E.I.F.S., COLOR TO MATCH SHERWIN WILLIAMS SW7030 - A NEW GRAY
- ENGINEERED WOOD PANEL - PRODEMA - COLOR: MATCH EXISTING.
- GLAZING PANEL
- SPANDREL PANEL
- CONCRETE



E1 OFFICE BUILDING NORTH ELEVATION

SCALE: 1/8" = 1'-0"

MHTN
ARCHITECTS
MHTN Architects, Inc.
420 East South Temple
Suite 100
Salt Lake City, Utah 84111
Telephone (801) 595-8700
Telefax (801) 595-8717
www.mhtn.com

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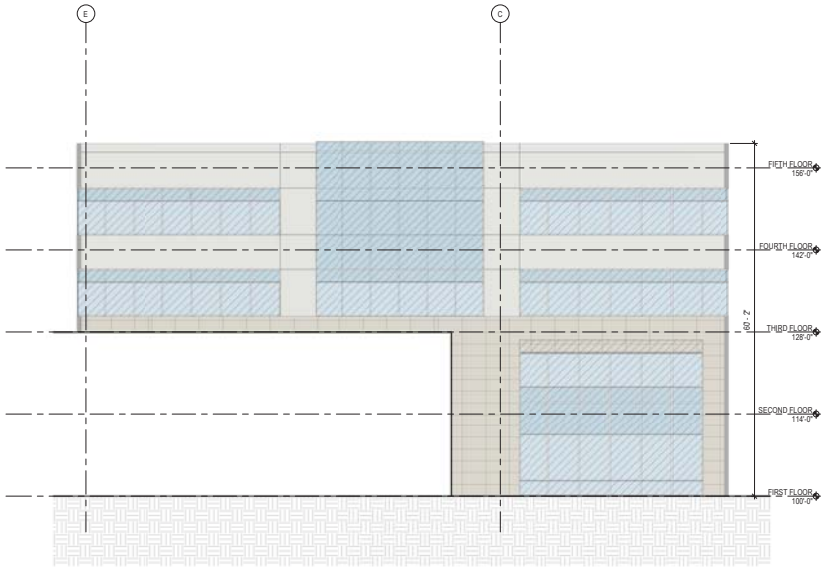
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SMALL SCALE MASTER PLAN SUBMITTAL
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SHEET NAME
EXTERIOR ELEVATIONS

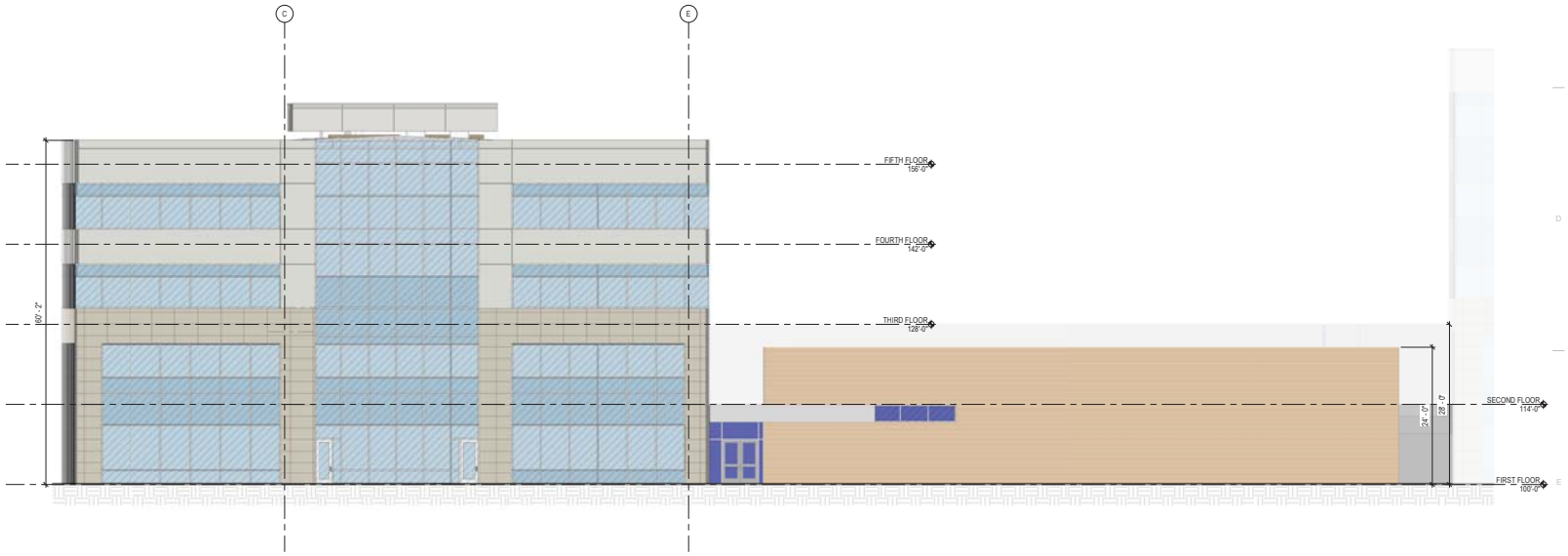
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A201

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E3 OFFICE BUILDING EAST ELEVATION

SCALE: 1/8" = 1'-0"



C1 OFFICE BUILDING + CONNECTOR WEST ELEVATION

SCALE: 1/8" = 1'-0"

OFFICE BUILDING ELEVATION SQFT

NORTH ELEVATION	SOUTH ELEVATION	EAST ELEVATION	WEST ELEVATION	TOTALS
2,571 SQFT. (18%)	2,571 SQFT. (18%)	2,023 SQFT. (32%)	2,018 SQFT. (19%)	**9,183 SQFT. (20%)**
3,858 SQFT. (26%)	3,858 SQFT. (26%)	1,559 SQFT. (24%)	1,556 SQFT. (15%)	**10,831 SQFT. (23%)**
0 SQFT	0 SQFT	0 SQFT	2,618 SQFT (25%)	**2,618 SQFT**
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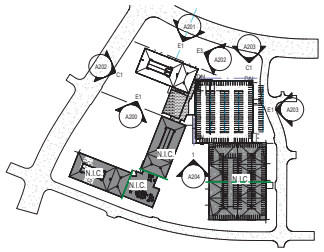
EXTERIOR ELEVATIONS GENERAL NOTES

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- 1 1/2" E.I.F.S., COLOR TO MATCH SHERWIN WILLIAMS SW7030 - A NEW GRAY
- ENGINEERED WOOD PANEL - PRODEMA - COLOR: MATCH EXISTING.
- GLAZING PANEL
- SPANDREL PANEL
- CONCRETE



LEGEND

MHTN
ARCHITECTS
MHTN Architects, Inc.
420 East South Temple
Suite 100
Salt Lake City, Utah 84111
Telephone (801) 595-8700
Telefax (801) 595-8717
www.mhtn.com

CHG

CHG HQ PHASE II

7259 SOUTH BINGHAM JUNCTION BLVD.
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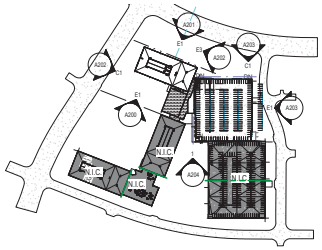
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ISSUE
SMALL SCALE MASTER PLAN SUBMITTAL

SHEET NAME
EXTERIOR ELEVATIONS

SHEET NUMBER
A202

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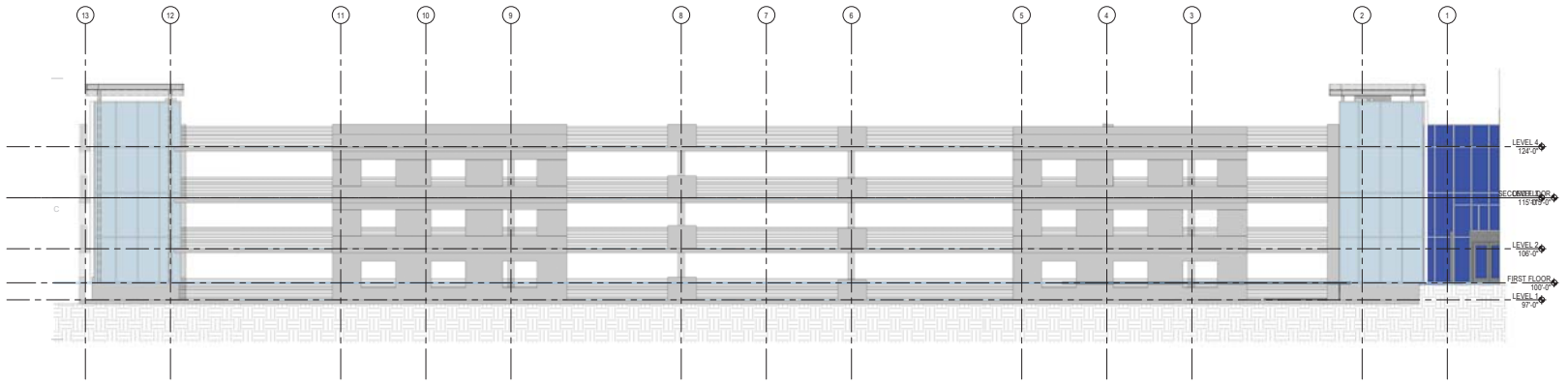
LEGEND

PARKING GARAGE ELEVATION SQFT

NORTH ELEVATION	SOUTH ELEVATION	EAST ELEVATION	WEST ELEVATION
0	0	0	0
0	0	0	0
0	0	0	0
964 SQFT (28%)	674 SQFT (43%)	475 SQFT (14%)	975 SQFT (17%)
0	0	0	0
2,508 SQFT. (72%)	890 SQFT. (57%)	2,827 SQFT. (86%)	4,919 SQFT. (83%)

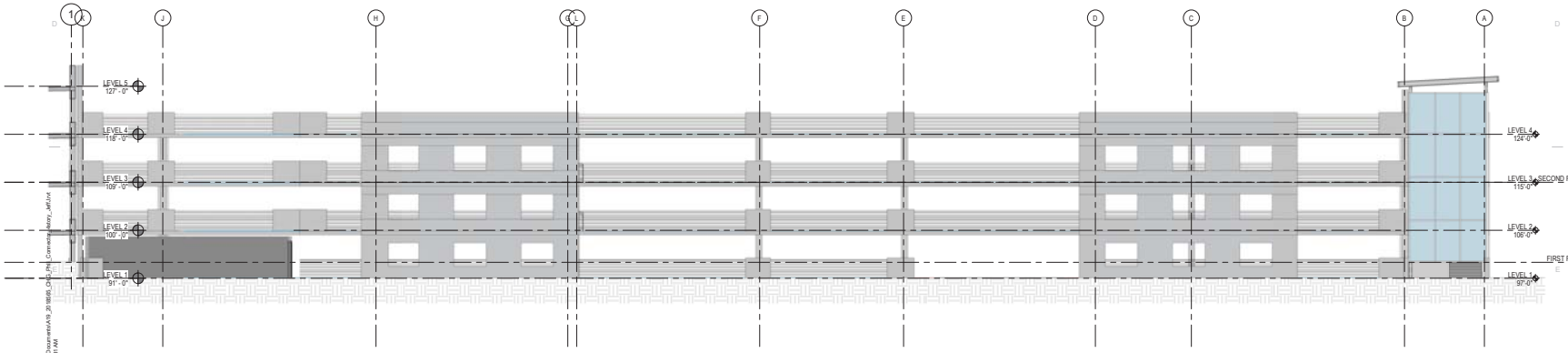
LEGEND - EXTERIOR ELEVATION

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- CONCRETE



C1 PARKING GARAGE NORTH ELEVATION

SCALE: 1/8" = 1'-0"



E1 PARKING GARAGE EAST ELEVATION

SCALE: 1/8" = 1'-0"

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MHTN Architects, Inc.
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Suite 100
Salt Lake City, Utah 84111
Telephone (801) 595-8700
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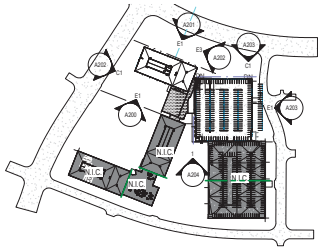
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EXTERIOR ELEVATIONS

SHEET NUMBER
A203



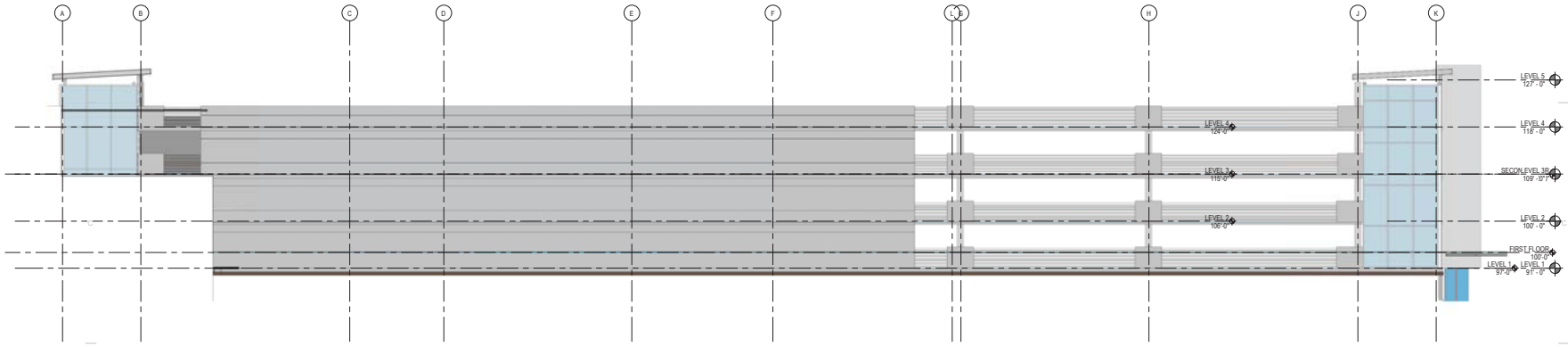
LEGEND

PARKING GARAGE ELEVATION SQFT

NORTH ELEVATION	SOUTH ELEVATION	EAST ELEVATION	WEST ELEVATION
0	0	0	0
0	0	0	0
0	0	0	0
964 SQFT (28%)	674 SQFT (43%)	475 SQFT (14%)	975 SQFT (17%)
0	0	0	0
2,508 SQFT. (72%)	890 SQFT. (57%)	2,827 SQFT. (86%)	4,919 SQFT. (83%)

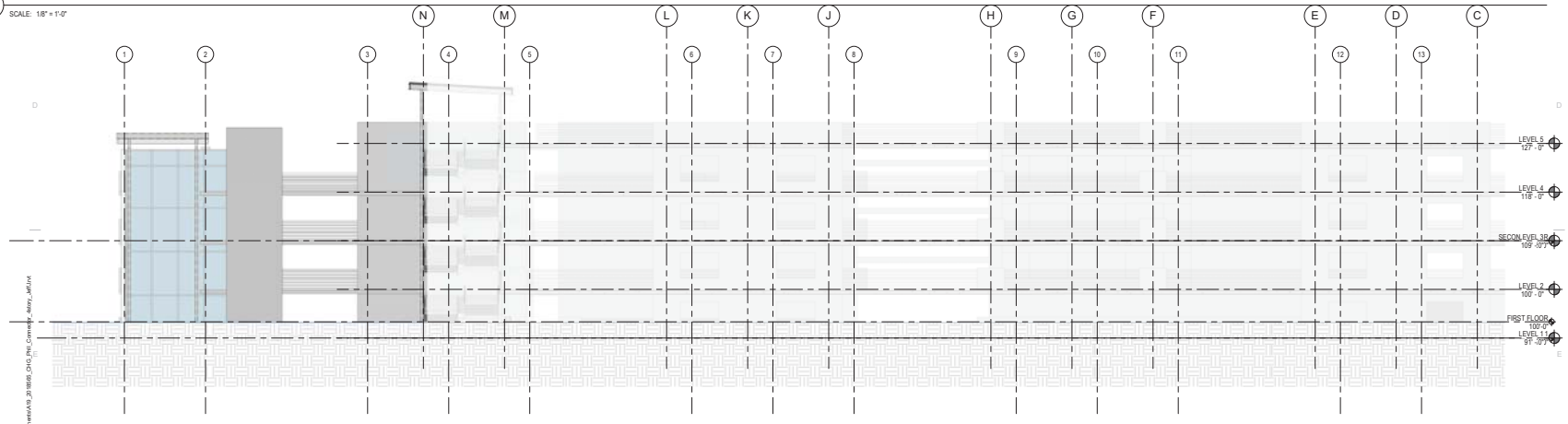
LEGEND - EXTERIOR ELEVATION

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- GLAZING PANEL
- SPANDREL PANEL
- CONCRETE



2 PARKING GARAGE WEST ELEVATION

SCALE: 1/8" = 1'-0"



1 PARKING GARAGE SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

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ARCHITECTS
MHTN Architects, Inc.
420 East South Temple
Suite 100
Salt Lake City, Utah 84111
Telephone (801) 595-8700
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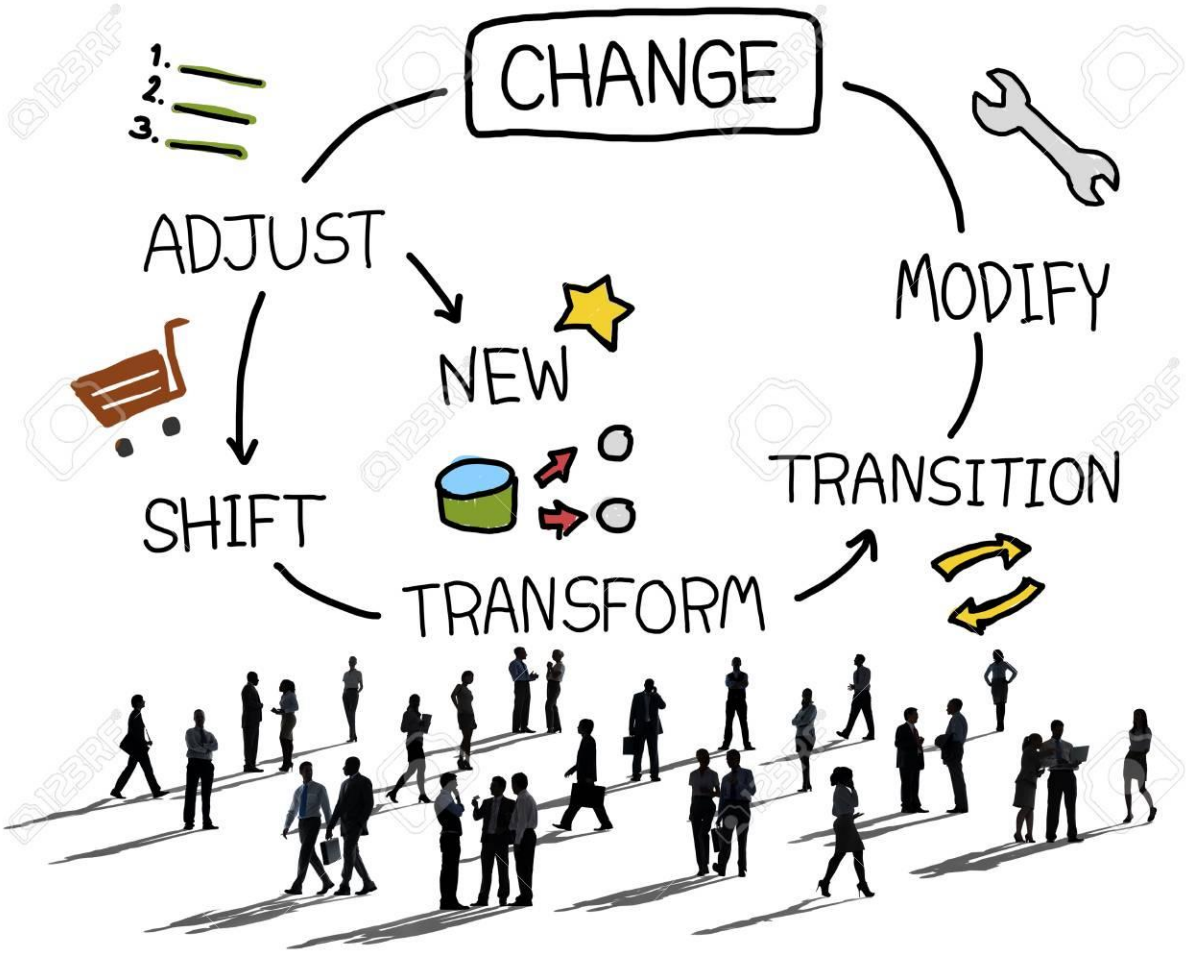
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SMALL SCALE MASTER PLAN SUBMITTAL
DRAFT 10.19.18

SHEET NAME
EXTERIOR ELEVATIONS

SHEET NUMBER
A204

Midvale City
Adapting to Change



Changing to Meet Those Needs

Introduction:

Innovation, customer service, protecting the environment, work-life balance are just a few of the catch phrases used to describe the opportunities facing city government. With these prospects, Midvale City continues to explore new ways to adapt to citizen needs and expectations by providing outstanding service while hiring and retaining quality employees that go above and beyond the status quo.

Adapting office hours, enhancing technological service, and modifying work schedules are some of the innovative ways that Midvale is looking to improve customer service and enhance employee morale. This concept has grown from the following: 1) Friday's have very low customer traffic, 2) Longer daytime hours can enhance customer service and efficiency, 3) A majority of our employees have expressed support for a 4/10 schedule (see table below).

Survey of Midvale Employees Support for 4/10 Work Schedule (Conducted June/July 2019)		
For 4/10 Schedule	Against 4/10 Schedule	Don't Care
38	12	10

This document covers the recommended changes along with the pros and cons discovered in the research and proposed remedies for concerns and challenges. As with any proposal, nothing is perfect the first time, adjustments and modifications are eminent, and teamwork with good communication allow for the best results.

Proposal:

- It is proposed that the City adopt a four-day, ten-hour per day work week (4/10 schedule) and be open from 7:00 a.m. to 6:00 p.m. City Hall, the Justice Court and the Public Works buildings, under this new schedule, will be open Monday thru Thursday and be closed on Friday. This would replace the current hours of Mon-Fri, 8:00 a.m. to 6:00 p.m. schedule. This means that City Hall and the Justice Court would be open to the public a total of 44 hours per week instead of 50 hours under the current 9-hour schedule and one hour earlier each morning.

- Flex scheduling will be incorporated by the departments in order to cover City Hall and the Justice Court to be open and accessible to the public 11-hours per day.

- Five day per week service will still be offered in the building inspections, public works inspections, code enforcement and public works emergency services. City Hall, the Justice Court and the Public Works offices will remain closed to the public on Friday.

- Holiday hours be increased from 8 to 10 hours for each holiday towards employee timecards. Employees currently must add one hour of vacation or work the additional hour during the week of a holiday.

- That the day-after Thanksgiving holiday will be terminated where the city offices are closed on that day. This results in 11 paid holidays instead of 12.

- That the City Manager or an Assistant City Manager be "on-call" to responded as needed for emergencies or citizen demands on the three-day weekend.

Research:

In July 2019 we polled Utah cities through the Utah City Management Association list-serve and received the following response (Midvale is included).

4/10 Closed Friday	4
4/10 Open Friday (staggered shifts Mon-Thur. or Tues.-Fri.)	3
9/80 open all day on Fri.	2
9/80 open until noon on Fri.	5
4/10 for some employees or seasonal use of 4/10 schedule	3

Pros:

1. The modified schedule allows citizens 4 hours per week of service (7-8 a.m.) that doesn't currently exist.
2. Of customer surveyed, 73% believed that their needs were taken care of and 87% felt that the extended hours were "good" or had "no difference" on how they were served with a 4/10 schedule. (pg. 12-13)[1]
3. West Valley identified 16.6% power savings, 15.4% gas savings, 19.9% maintenance savings, 25.4% savings in manpower, salaries and overtime.[2]
4. The State of Utah reported $502,000 in facility energy savings, $203,000 in custodial service contract savings, approx. $4.1 million in overtime savings, reduced sick leave and vacation leave use, a reduction in air pollution, savings to employees and 82% support from state employees. (pg. 1-20)[3]
5. A 20% reduction in pollution of an employee's weekly commute (when working 5 days of the week). This results in pollution reduction, savings to the employee and fewer cars on the road.
6. Commutes to and from work falls outside common rush hours of 7:30 a.m. to 9:00 a.m. and 4:30 p.m. to 6:00 p.m. thus reducing traffic congestion.
7. More opportunities to create web-based solutions for information and customer service.
8. Several studies show various benefits such as reduced stress, increased productivity, and happier more engaged employees.[4]
9. "The Human Resource Directors reported that the most common benefits from [Alternative Work Schedules] to their organizations were improved employee morale (63.5 percent of cities), improved work-family balance (54.1 percent), improved customer service (45.9 percent), and increased employee productivity (41.2 percent). In

[1] (State of Utah, 2009, December)
[2] (Hagop Arslanian, 2002)
[3] (State of Utah, 2009, December)
[4] (Lucas, 2019)

addition, they reported cost savings for the city due to decreased overtime and overhead costs." (Pg. 18-19)[5]

10. Citizens in West Valley have written letters of support for the 4/10 schedule and another article reported that "in …[a] survey of 500 Utah residents, 62 percent of respondents thought the new schedule was a good idea, and 73 percent felt it was sufficient to meet their needs as citizens."[6]

Cons:

1. The productivity impact of a 4/10 schedule is difficult to measure. (pg. 4-17)[7]
2. Possible challenges with childcare.
3. Some services are not well suited for 10-hour days.
4. Employee productivity can suffer in some instances with a 10-hour day.
5. Exempt employees may work longer hours without compensation.

Remedies:

1. West Valley staff pointed out that an ongoing and multi-prong approach to educating the citizens of the modified office hours is necessary for good public relations.
2. Innovation through software, phone messages, and website design to improve customer satisfaction and service.
3. Maintaining flexibility with employees as they ease into a longer workday and ongoing support as family and personal responsibilities come up.
4. On-call staff in public works and the executive management to address citizen concerns on any day or hours that the offices are closed.
5. Maintaining five day per week services in the public works inspections and building inspections.

Summary:

The documents, articles and surveys on a 4/10 work schedules clearly show that there is not a landslide benefit to a 4/10 work schedule. However, evidence does support that there are clear and measurable gains in customer service, efficiencies with mobilization, savings in fuel and energy consumption, less pollution, cost savings to employees, reduced demands on the transportation systems as well as enhanced employee satisfaction and morale.

As Midvale City works to reduce its carbon footprint, improve customer service, and enhance the work-life balance of our employees, it is imperative that we continue to explore and be innovate with new solutions. The 4/10 work schedule has been tried in other communities and found to be beneficial and we believe that this is an excellent opportunity for Midvale to do the same.

[5] (Chyleen A. Arbon, 2009, Winter)
[6] (Collins, 2011)
[7] (Utah, 2010)

Goals and Objectives will be developed to accomplish the following:

1. Enhance customer service hours and availability to meet with staff.
2. Improve building efficiency and energy savings.
3. Reduce carbon footprint by reducing number of commuter days and efficiency of crews mobilizing for projects.
4. Enhance employee morale, retention rates and number of applicants due to the desirable schedule.
5. Develop measurements to evaluate the effectiveness of the new 4/10 schedule.

Staff Recommendation:

The Staff recommends that the City implement the 4/10 Work Schedule and requests that the City Council support a 6-month trial period starting September 2nd, 2019 and a re-evaluation with the Council in February 2020.

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