



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

MIDVALE CITY COUNCIL MEETING AGENDA May 5, 2020

PUBLIC NOTICE IS HEREBY GIVEN that the **Midvale City Council** will hold a regular meeting on the **5th day of May 2020** at Midvale City Hall, 7505 South Holden Street, Midvale, Utah as follows:

Electronic City Council Meeting

This meeting will be an electronic meeting, without a physical location, pursuant to Midvale City Resolution No. 2020-R-11. As restrictions take place across the state for limiting public gatherings, the City wants to make sure everyone interested in participating in City Council Meetings can do so. The meeting will be broadcast on the following links:

You Tube: <https://www.youtube.com/channel/UCLDszK2kMUHuc3-b-V-BBsIQ>

Mixlr and City website: <https://www.midvalecity.org/how-do-i/listen-to-publicmeetings>

If you would like to provide public comments, please email your comments to Imagness@midvale.com or comment on Midvale City's Facebook page prior to the completion of the public comments portion of the meeting. You may also submit comments if the Mayor and City Council open a specific agenda item to public comment. These comments will be read aloud in the meeting and will be part of the public record.

6:00 PM – Dahl Conference Room WORKSHOP

- Discuss FY2021 Proposed Budget [*Kane Loader, City Manager*]

7:00 PM REGULAR MEETING – Council Chambers

I. GENERAL BUSINESS

- A. WELCOME AND PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. Modification of Emergency Proclamation [*Lisa Garner, City Attorney*]
- D. Unified Police and Fire Reports

II. PUBLIC COMMENTS

Any person wishing to comment on any item not otherwise scheduled for public hearing on the Agenda may submit their comment via email to Imagness@midvale.com or on Midvale City's Facebook page prior to the completion of this portion of the meeting. 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 Heidi Robinson
- C. Councilmember Paul Glover
- D. Councilmember Bryant Brown
- E. Councilmember Dustin Gettel

IV. MAYOR ROBERT M. HALE REPORT

V. CITY MANAGER REPORT

VI. DEPARTMENT REPORTS

- A. Public Works Report [*Glen Kennedy, Public Works Director*]

VII. PUBLIC HEARINGS

- A. Consider Sub-21-26-227-001 Riverwalk II Lot 2 Amended Sub; Located at 6997 South River Gate Dr., Final Subdivision Plat for 2-Lot Subdivision; Bingham Junction Zone with Riverwalk Overlay; Wadsworth Development Group, Elizabeth Cole, Applicant [*Alex Murphy, Planning Director*]

ACTION: Approve Sub-21-26-227-001 Riverwalk II Amended Sub; Located at 6997 South River Gate Dr., Final Subdivision Plat for 2-lot Subdivision; Bingham Junction Zone with Riverwalk Overlay; Wadsworth Development Group, Elizabeth Cole, Applicant

- B. Consider Sub-21-26-226-009; Riverwalk at Bingham Junction Lot 4D & 4E Amended-Lot 9 Amended Sub; Located at 7087 Bingham Junction Blvd; Final Subdivision Plat for 2-Lot Subdivision; Bingham Junction Zone with Riverwalk Overlay; Wadsworth Development Group, Elizabeth Cole, Applicant [*Alex Murphy, Planning Director*]

ACTION: Approve Sub-21-26-226-009; Riverwalk at Bingham Junction Lot 4D & 4E Amended-Lot 9 Amended Sub; Located at 7087 Bingham Junction Blvd; Final Subdivision Plat for 2-Lot Subdivision; Bingham Junction Zone with Riverwalk Overlay; Wadsworth Development Group, Elizabeth Cole, Applicant

- C. Consider Sub-21-26-226-018; Riverwalk at Bingham Junction Lot 4D & 4E Amended-Lot 2 Amended Sub; Located at 7171 South Bingham Junction Blvd; Final Subdivision Plat for 2-lot Subdivision; Bingham Junction Zone

with Riverwalk Overlay; Wadsworth Development Group, Elizabeth Cole, Applicant [**Alex Murphy, Planning Director**]

ACTION: Approve Sub-21-26-226-018; Riverwalk at Bingham Junction Lot 4D & 4E Amended-Lot 2 Amended Sub; Located at 7171 South Bingham Junction Blvd; Final Subdivision Plat for 2-Lot Subdivision; Bingham Junction Zone with Riverwalk Overlay; Wadsworth Development Group, Elizabeth Cole, Applicant

- D. Consider a Preliminary Subdivision Plat for 6-Lot Lennon Lane Subdivision located at 455 E 7500 S [**Jana Ward, Planner I**]

ACTION: Approve a Preliminary Subdivision Plat for 6-Lot Lennon Lane Subdivision located at 455 East 7500 South

- E. Consider the Adoption of the Midvale City Tentative Budget for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021 [**Kyle Maurer, Admin Services Director**]

ACTION: Approve Resolution No. 2020-R-20 Adopting the Midvale City Tentative Budget for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021

VIII. CONSENT AGENDA

- A. Consider Minutes of April 14, 21, and 28, 2020 [**Rori Andreason, H.R. Director/City Recorder**]
- B. Set date and time [June 2, 2020 at 7:00 p.m.] for a Public Hearing to consider amendments to the FY2020 General Fund and other funds as necessary [**Kyle Maurer, Administrative Services Director**]
- C. Set date and time [June 2, 2020 at 7:00 p.m.] for a Public Hearing to consider the adoption of the Midvale City Budget for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021 [**Kyle Maurer, Administrative Services Director**]

IX. DISCUSSION ITEMS

- A. Discuss Documents with the Utah Transit Authority with regards to the pedestrian crossing located at Center Street and the TRAX Crossing [**Keith Ludwig, City Engineer**]
- B. Discuss SQF Telecommunications and Wireless Franchise Agreements [**Garrett Wilcox, Deputy City Attorney**]

- C. Discuss Public Works Department Proposed Budget for FY2021 [**Glen Kennedy, Public Works Director**]
- D. Discuss Administrative Services Department Proposed Budget for FY2021 [**Kyle Maurer, Administrative Services Director**]
- E. Discuss Employees Compensation/Benefits Proposed Budget for FY2021 [**Rori Andreason, HR Director/City Recorder**]

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 SILENCE CELL PHONES DURING THE MEETING

DATE POSTED: APRIL 30, 2020

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



MIDVALE CITY
TERMINATION OF
EXECUTIVE ORDER NO. 2020-5 AND
MODIFICATION OF
EMERGENCY PROCLAMATION NO. 1 OF 2020
EXECUTIVE ORDER NO. 2020-6

April 30, 2020

On March 6, 2020, Governor Gary R. Herbert issued an Executive Order declaring a state of emergency due to the novel coronavirus disease 2019 (COVID-19).

On March 11, 2020, the World Health Organization characterized the COVID-19 outbreak as a pandemic.

On March 13, 2020, as authorized by Utah Code § 53-2a-208, Mayor Robert M. Hale issued Emergency Proclamation No.1 of 2020 Declaring a Local Emergency due to the outbreak of COVID-19 and its threat to the health of Midvale's residents and visitors.

On March 13, 2020, President Donald J. Trump declared a national state of emergency based on the continuing to spread of COVID-19.

On March 24, Mayor Hale issued Executive Order No. 2020-5 temporarily closing Midvale City's buildings to the public.

On March 24, 2020, the Midvale City Council recognized the necessity of Mayor Hale's Emergency Proclamation and authorized him to take any additional steps to preserve health, provide safety, and maintain peace and order for the benefit of Midvale and its residents and visitors.

On April 28, 2020, Governor Herbert announced under the Utah Leads Together 2.0 Plan that he was reducing Utah's risk level from "High Risk" to "Moderate Risk" effective May 1, 2020.

I, Robert M. Hale, Mayor of Midvale City, as authorized by Utah Code § 53-2a-208(1)(a) and Midvale City Resolution No. 2020-R-12, hereby terminate Executive Order No. 2020-5 and modify Emergency Proclamation No. 1 of 2020 as follows:

1. Section 3 is replaced with:

Utah Leads Together. Midvale City adopts the health guidelines provided in "Utah Leads Together" (coronavirus.utah.gov/utah-leads-together) as modified by Governor Herbert, the Utah Department of Health, or the Salt Lake County Health Department. Residents and businesses shall implement the health guidelines associated with the current risk level identified by Governor Herbert or, if authorized by the State, the Salt Lake County Health Department.

2. Section 4 is replaced with:

Public Meetings. As permitted by Utah Executive Order No. 2020-5, all public bodies of Midvale City shall follow the public meeting requirements adopted in Midvale City Resolution No. 2020-R-11.

This Order will take effect on May 4, 2020, and will remain in effect until terminated by the Mayor or termination of the local emergency declared in Emergency Proclamation No. 1 of 2020.

Robert M. Hale, Mayor

ATTEST:

Rori L. Andreason, City Recorder



MIDVALE CITY COUNCIL SUMMARY REPORT

May 5, 2020

SUBJECT:

Public Hearing and Final Subdivision Plat Approval for 2-Lot Riverwalk II Lot 2 Amended Subdivision located at 6997 South River Gate Drive

SUBMITTED BY:

Alex Murphy, Planning Director

SUMMARY:

Elizabeth Cole, representing Wadsworth Development, is requesting approval to subdivide property located 6997 South River Gate Drive into two lots to separate development pads in Bingham Junction onto individual lots. The subject property is approximately 2 acres in size and is located near the northeast corner of the Jordan River Boulevard and River Gate Drive intersection. The Planning Commission approved an amended Large-Scale Master Plan for the area in 2012 (Riverwalk West at Bingham Junction) and a Small-Scale Master Plan (“SSMP”) for this property in 2018. No new development is proposed as part of this subdivision request.

The proposed subdivision is subject to Title 16 (Subdivisions) and Chapters 17-7-9 (Bingham Junction) and 17-7-9.12.1 (Riverwalk Overlay) of the Midvale City Municipal Code.

Because the proposal is for a two-lot subdivision with no new roads proposed, the proposal is subject to the minor subdivision process laid out in Section 16.04.050. Staff has found the proposed subdivision generally complies with the design standard requirements of Title 16 Subdivisions. No lot standards apply for the zone and no new streets are proposed. No new public infrastructure is proposed, including street trees, and private infrastructure improvements have been or will be included as part of individual site development plans. The required utility notices have been sent.

Staff has also found the proposed subdivision complies with the requirements of the development zone. The approved SSMP verified the site development complies with development requirements. No lot size standards apply. Future development on the site will require the applicant to comply with the prior approvals and a note to this effect has been included on the plat.

The applicant’s proposal was sent to the City Engineer and Unified Fire Authority for review and both approved the final plat without comment.

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 on April 8, 2020 and forwarded a recommendation to the City Council to approve the final subdivision plat for the Riverwalk II Lot 2 Amended Subdivision with the following findings and conditions or approval:

Findings:

1. With the conditions included in this approval, the proposed subdivision complies with the requirements of Title 16 (Subdivisions) and Chapters 17-7-9 (Bingham Junction) and 17-7-9.12.1 (Riverwalk Overlay) of the Midvale City Municipal Code.

Conditions of Approval:

1. The applicant shall prepare a final subdivision plat to be reviewed and approved by the City Engineer, Fire Marshal, and City Council.
2. Future development on the associated property shall be required to comply with the prior approvals granted on the property. The following note shall be added to the plat:
 - a. “Future development on property within this subdivision plat is subject to the approval and conditions of the Riverwalk II Lot 2 Small-Scale Master Plan, as amended.”
3. The applicant shall provide evidence that courtesy notices has been sent to Dominion Energy, Rocky Mountain Power, Xfinity, Utopia, and Century Link regarding the utility easements on the subdivision plat prior to final approval.

The applicant has prepared an updated plat (see attached) with the required note and provided copies of the courtesy notices sent to the local utility companies.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff recommends the City Council approve the final subdivision plat for the Riverwalk II Lot 2 Amended Subdivision with the following conditions of approval:

Conditions of Approval:

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

RECOMMENDED MOTION:

“Based on compliance with the requirements of the Midvale City Municipal Code, I move that we approve the final subdivision plat for the Riverwalk II Lot 2 Amended Subdivision plat and direct the applicant to obtain all required signatures on the final subdivision plat Mylar.”

ATTACHMENTS:

- Vicinity Map
- Final Subdivision Plat

Vicinity Map



Subject Property



MIDVALE CITY COUNCIL SUMMARY REPORT

May 5, 2020

SUBJECT:

Public Hearing and Final Subdivision Plat Approval for 2-Lot River Walk at Bingham Junction, Lot 4D & 4E Amended – Lot 9 Amended Subdivision located at 7087 South Bingham Junction Boulevard

SUBMITTED BY:

Alex Murphy, Planning Director

SUMMARY:

Elizabeth Cole, representing Wadsworth Development, is requesting approval to subdivide property located 7087 S Bingham Junction Blvd into two lots to separate development pads in Bingham Junction onto individual lots. The subject property is approximately 1.76 acres in size and is located on Bingham Junction Blvd, north of the Jordan River Boulevard and Bingham Junction Blvd intersection and south of WinCo. The Planning Commission approved an amended Large-Scale Master Plan for the area in 2010 (Riverwalk Retail Center) and an amended Small-Scale Master Plan (“SSMP”) for this property in 2019. No new development is proposed as part of this subdivision request.

The proposed subdivision is subject to Title 16 (Subdivisions) and Chapters 17-7-9 (Bingham Junction) and 17-7-9.12.1 (Riverwalk Overlay) of the Midvale City Municipal Code.

Because the proposal is for a two-lot subdivision with no new roads proposed, the proposal is subject to the minor subdivision process laid out in Section 16.04.050. Staff has found the proposed subdivision generally complies with the design standard requirements of Title 16 Subdivisions. No lot standards apply for the zone and no new streets are proposed. No new public infrastructure is proposed, including street trees, and private infrastructure improvements will be included as part of individual site development plans. The required utility notices have been sent.

Staff has also found the proposed subdivision complies with the requirements of the development zone. The approved SSMP verified the site development complies with development requirements. No lot size standards apply. Future development on the site will be required to comply with the prior approvals and a note to this effect has been added to the plat.

The applicant’s proposal was sent to the City Engineer and Unified Fire Authority for review and both approved the plat without comment.

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 on April 8, 2020 and forwarded a recommendation to the City Council to approve the final subdivision plat for the River Walk at Bingham Junction, Lot 4D & 4E Amended – Lot 9 Amended Subdivision with the following findings and conditions or approval:

Findings:

1. With the conditions included in this approval, the proposed subdivision complies with the requirements of Title 16 (Subdivisions) and Chapters 17-7-9 (Bingham Junction) and 17-7-9.12.1 (Riverwalk Overlay) of the Midvale City Municipal Code.

Conditions of Approval:

1. The applicant shall prepare a final subdivision plat to be reviewed and approved by the City Engineer, Fire Marshal, and City Council.
2. Future development on the associated property shall be required to comply with the prior approvals granted on the property. The following note shall be added to the plat:
 - a. “Future development on property within this subdivision plat is subject to the approval and conditions of the Riverwalk Retail Lot 9 Small-Scale Master Plan, as amended.”
3. The applicant shall provide evidence that courtesy notices has been sent to Dominion Energy, Rocky Mountain Power, Xfinity, Utopia, and Century Link regarding the utility easements on the subdivision plat prior to final approval.

The applicant has prepared an updated plat (see attached) with the required note and provided copies of the courtesy notices sent to the local utility companies.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff recommends the City Council approve the final subdivision plat for the River Walk at Bingham Junction, Lot 4D & 4E Amended – Lot 9 Amended Subdivision with the following conditions of approval:

Conditions of Approval:

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

RECOMMENDED MOTION:

“Based on compliance with the requirements of the Midvale City Municipal Code, I move that we approve the final subdivision plat for the River Walk at Bingham Junction, Lot 4D & 4E Amended – Lot 9 Amended Subdivision plat and direct the applicant to obtain all required signatures on the final subdivision plat Mylar.”

ATTACHMENTS:

- Vicinity Map
- Final Subdivision Plat

Vicinity Map





MIDVALE CITY COUNCIL SUMMARY REPORT

May 5, 2020

SUBJECT:

Public Hearing and Final Subdivision Plat Approval for 2-Lot River Walk at Bingham Junction, Lot 4D & 4E Amended – Lot 2 Amended Subdivision located at 7171 South Bingham Junction Boulevard

SUBMITTED BY:

Alex Murphy, Planning Director

SUMMARY:

Elizabeth Cole, representing Wadsworth Development, is requesting approval to subdivide property located 7171 S Bingham Junction Blvd into two lots to separate development pads in Bingham Junction onto individual lots. The subject property is approximately 1.2 acres in size and is located at the northwest corner of the Jordan River Boulevard and 700 West intersection. The Planning Commission approved an amended Large-Scale Master Plan for the area in 2010 (Riverwalk Retail Center) and a Small-Scale Master Plan (“SSMP”) for this property in 2019. No new development is proposed as part of this subdivision request.

The proposed subdivision is subject to Title 16 (Subdivisions) and Chapters 17-7-9 (Bingham Junction) and 17-7-9.12.1 (Riverwalk Overlay) of the Midvale City Municipal Code.

Because the proposal is for a two-lot subdivision with no new roads proposed, the proposal is subject to the minor subdivision process laid out in Section 16.04.050. Staff has found the proposed subdivision generally complies with the design standard requirements of Title 16 Subdivisions. No lot standards apply for the zone and no new streets are proposed. No new public infrastructure is proposed, including street trees, and private infrastructure improvements will be included as part of individual site development plans. The required utility notices have been sent.

Staff has also found the proposed subdivision complies with the requirements of the development zone. The approved SSMP verified the site development complies with development requirements. No lot size standards apply. Future development on the site will require the applicant to comply with the prior approvals and Staff recommends restating this requirement as a condition of approval.

The applicant’s proposal was sent to the City Engineer and Unified Fire Authority for review and both approved the plat without comment.

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 on April 8, 2020 and forwarded a recommendation to the City Council to approve the final subdivision plat for the River Walk at Bingham Junction, Lot 4D & 4E Amended – Lot 2 Amended Subdivision with the following findings and conditions or approval:

Findings:

1. With the conditions included in this approval, the proposed subdivision complies with the requirements of Title 16 (Subdivisions) and Chapters 17-7-9 (Bingham Junction) and 17-7-9.12.1 (Riverwalk Overlay) of the Midvale City Municipal Code.

Conditions of Approval:

1. The applicant shall prepare a final subdivision plat to be reviewed and approved by the City Engineer, Fire Marshal, and City Council.
2. Future development on the associated property shall be required to comply with the prior approvals granted on the property. The following note shall be added to the plat:
 - a. “Future development on property within this subdivision plat is subject to the approval and conditions of the Riverwalk Retail Lot 2 Small-Scale Master Plan, as amended.”
3. The applicant shall provide evidence that courtesy notices has been sent to Dominion Energy, Rocky Mountain Power, Xfinity, Utopia, and Century Link regarding the utility easements on the subdivision plat prior to final approval.

The applicant has prepared an updated plat (see attached) with the required note and provided copies of the courtesy notices sent to the local utility companies.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff recommends the City Council approve the final subdivision plat for the River Walk at Bingham Junction, Lot 4D & 4E Amended – Lot 2 Amended Subdivision with the following conditions of approval:

Conditions of Approval:

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

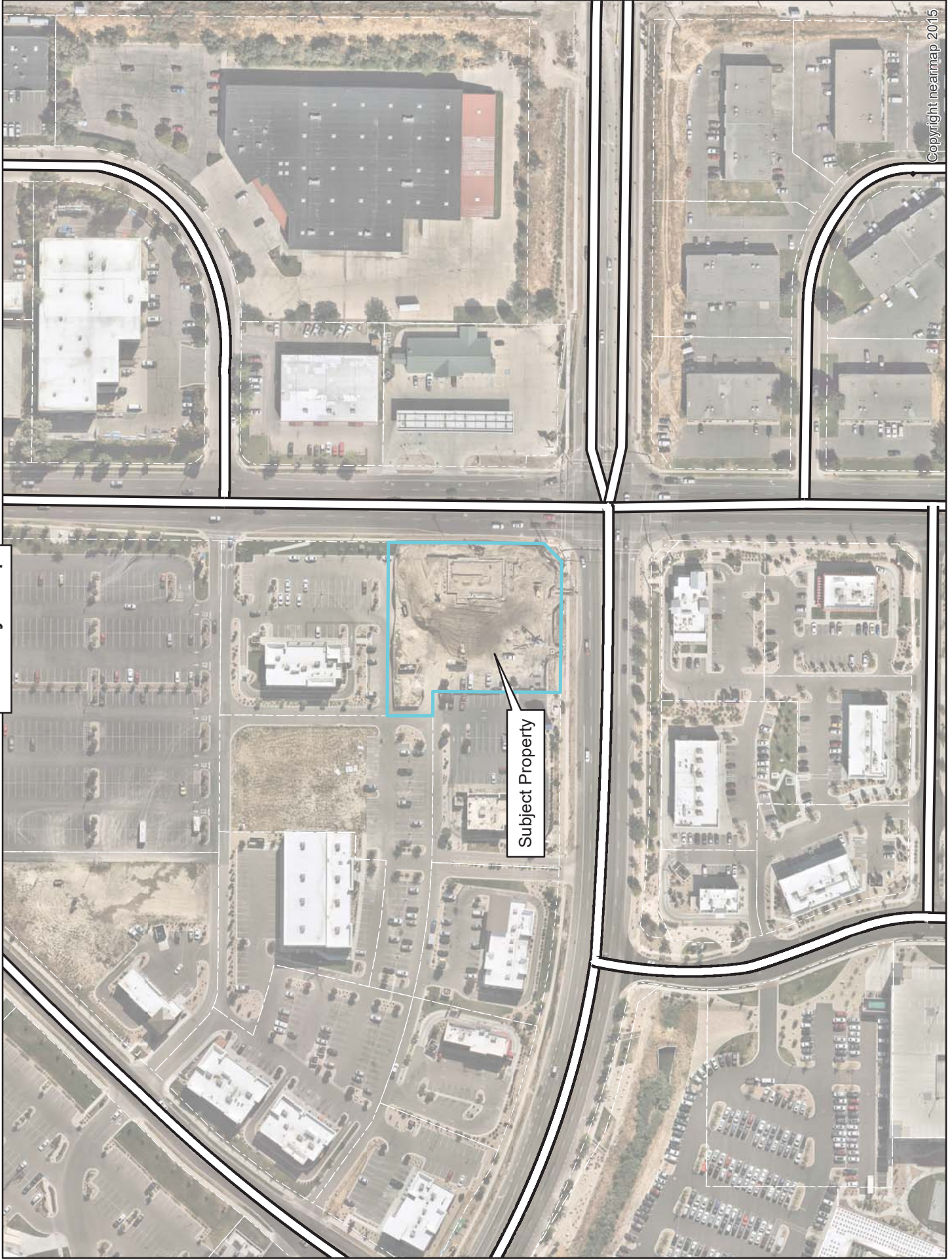
RECOMMENDED MOTION:

“Based on compliance with the requirements of the Midvale City Municipal Code, I move that we approve the final subdivision plat for the River Walk at Bingham Junction, Lot 4D & 4E Amended – Lot 2 Amended Subdivision plat and direct the applicant to obtain all required signatures on the final subdivision plat Mylar.”

ATTACHMENTS:

- Vicinity Map
- Final Subdivision Plat

Vicinity Map



Subject Property



MIDVALE CITY COUNCIL SUMMARY REPORT

May 5, 2020

SUBJECT:

Preliminary Subdivision Plat for 6-Lot Lennon Lane Subdivision located at 455 E 7500 S

SUBMITTED BY:

Jana Ward, Planner I

SUMMARY:

The applicant, Gary Cannon, is requesting preliminary subdivision plat approval to reconfigure an existing parcel located at 455 East 7500 South into a six-lot subdivision with three new twin homes: one occupying the rear lots and two on the front lots.

The parcel is approximately 0.64 acres with 138 feet of frontage along 7500 South. The property is zoned Single Family Residential with Duplex Overlay (SF-1/DO). There is an existing single-family home and detached garage on the existing lot. This proposal will require the demolition and removal of the existing home and detached garage. All new development will be required to comply with the standards of the SF-1/DO zone.

All major subdivisions require a review and recommendation from the Planning Commission and approval from the City Council of a preliminary and final subdivision plat. Public hearings are required to be held by each body on the preliminary subdivision plat. The Planning Commission conducted a public hearing on this preliminary subdivision plat on April 8, 2020. Based on compliance with the City's zoning and subdivision requirements, the Planning Commission forwarded a positive recommendation to the City Council to approve the preliminary subdivision plat for the Lennon Lane Subdivision 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. A note shall be added to the subdivision plat indicating that a two-unit residential structure with a common wall is required to be constructed along the center line dividing Lots 1 & 2, 3&4, and 5&6 unless the subdivision plat is officially amended.
3. All new development on the flag lot shall comply with the flag lot requirements, i.e. setbacks, height (single story), parking, and 20-foot wide paved driveway. A note indicating these requirements shall be included on the final subdivision plat.
4. The flag lot driveway shall remain clear of overhanging vegetation and be posted with "No Parking" signs every fifty feet (50'). A note to this effect shall be included on the final subdivision plat.

5. A minimum six-foot high screening fence shall be constructed and maintained around the exterior of the flag lot unless adjacent property owners agree in writing that a fence is not necessary. This fence shall comply with the fence requirements of the zone and shall be completed prior to a certificate of occupancy being issued for the structure on the flag lot. The owner should work with the neighboring property owners in replacing or enhancing the existing fences as needed. A note indicating this requirement shall be included on the final subdivision plat.
6. A minimum of two (2) street trees are required on both Lot 1 and Lot 6 along 7500 S. These trees shall be planted or guaranteed by a cash bond prior to certificates of occupancy being issued for the units on Lots 1 & 6. A note indicating this requirement shall be included on the final subdivision plat.
7. The applicant shall obtain duty to serve letters for water and sewer prior to the approval of the final subdivision plat.
8. The applicant shall provide evidence that courtesy notices have been sent to Dominion Energy, Rocky Mountain Power, Xfinity, Utopia, and Century Link regarding the utility easements on the subdivision plat prior to final approval.

In response to grading and drainage comments received during the public hearing on April 8th, Keith Ludwig the City Engineer, confirmed he will ask for grading information on the surrounding properties to be included with the final subdivision submittal. He would also recommend an easement for all retention ponds be added to the plat. These two recommendations have been added as conditions of approval.

Upon City Council approval of the preliminary plat, the applicant will be required to prepare a final plat accurately reflecting any conditions of approval imposed by the City Council. The subdivision shall not be considered approved until final action by the City Council on the final plat at a future date.

FISCAL IMPACT: N/A

STAFF RECOMMENDATION:

Staff agrees with the Planning Commission's recommendation of approval.

RECOMMENDED MOTION:

"Based on demonstrated compliance with the requirements of Chapter 17-7-1, Single Family Residential zone and Title 16, Subdivisions, I move that we approve the preliminary subdivision plat for the Lennon Lane Subdivision 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. *A note shall be added to the subdivision plat indicating that a two-unit residential structure with a common wall is required to be constructed along the center line dividing Lots 1 & 2, 3&4, and 5&6 unless the subdivision plat is officially amended.*
3. *All new development on the flag lot shall comply with the flag lot requirements, i.e. setbacks, height (single story), parking, and 20-foot wide paved driveway. A note indicating these requirements shall be included on the final subdivision plat.*

4. *The flag lot driveway shall remain clear of overhanging vegetation and be posted with "No Parking" signs every fifty feet (50'). A note to this effect shall be included on the final subdivision plat.*
5. *A minimum six-foot high screening fence shall be constructed and maintained around the exterior of the flag lot unless adjacent property owners agree in writing that a fence is not necessary. This fence shall comply with the fence requirements of the zone and shall be completed prior to a certificate of occupancy being issued for the structure on the flag lot. The owner should work with the neighboring property owners in replacing or enhancing the existing fences as needed. A note indicating this requirement shall be included on the final subdivision plat.*
6. *A minimum of two (2) street trees are required on both Lot 1 and Lot 6 along 7500 S. These trees shall be planted or guaranteed by a cash bond prior to certificates of occupancy being issued for the units on Lots 1 & 6. A note indicating this requirement shall be included on the final subdivision plat.*
7. *The applicant shall obtain duty to serve letters for water and sewer prior to the approval of the final subdivision plat.*
8. *The applicant shall provide evidence that courtesy notices have been sent to Dominion Energy, Rocky Mountain Power, Xfinity, Utopia, and Century Link regarding the utility easements on the subdivision plat prior to final approval.*
9. *The final subdivision plat submittal requires grading and drainage information from all surrounding properties.*
10. *An easement for all retention ponds shall be added to the final subdivision plat.*

ATTACHMENTS:

- Vicinity Map
- Preliminary Subdivision Plat

Vicinity Map





455 EAST 7500 SOUTH
MIDVALE, UTAH

1-1	SUBDIVISION PLAT
C-001	GENERAL NOTES
C-100	DEMOLITION PLAN
C-200	SITE-UTILITY PLAN
C-300	GRADING AND DRAINAGE PLAN
C-400	EROSION CONTROL PLAN
C-500	DETAILS

FOR REVIEW
NOT FOR CONSTRUCTION

DATE PRINTED
January 21, 2020

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF UTAH DEPARTMENT OF INDUSTRIAL RELATIONS CONSTRUCTION SAFETY ORDERS. THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

CONTRACTOR FURTHER AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THE REQUIREMENTS OF THIS CONTRACT SHALL BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

NO SCALE

1. ALL WORK SHALL CONFORM TO MD/VALE CITY STANDARDS & SPECIFICATIONS.
2. CALL BLUE STAKES AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.
3. BENCH MARK ELEVATION = STREET MONUMENT, INTERSECTION OF 7500 SOUTH STREET & 240 EAST STREET
ELEV. = 4102.16.

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND / OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

UNAPPROVED DRAWINGS REPRESENT WORK IN PROGRESS, ARE SUBJECT TO CHANGE, AND DO NOT CONSTITUTE A FINISHED ENGINEERING PRODUCT. ANY WORK UNDERTAKEN BY DEVELOPER OR CONTRACTOR BEFORE PLANS ARE APPROVED IS UNDERSTANDEN AT THE SOLE RISK OF THE DEVELOPER INCLUDING BUT NOT LIMITED TO BIDS, ESTIMATION, FINANCING, BIDDING, SITE CLEARING, GRADING, INFRASTRUCTURE CONSTRUCTION, ETC.

THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON

TOEFL

CEDAR CITY

01101010

0000-0001-7986-1011

WWW.ENSIGNENG.COM

TOUCAN PROPERTIES

CONTACT:
WEST JOURNAL, UTAH

PHONE: 801-513-8682

LENNON LANE SUBDIVISION

455 EAST 7500 SOUTH
MIDVALE, UTAH



COVER

PRINT DATE	1/21/20
CHECKED BY	RQE
PROJECT NUMBER	00095
DRAWN BY	JBG
PROJECT MANAGER	RQE

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 30,
TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
MIDVALE CITY, SALT LAKE COUNTY, UTAH.

[illegible]

BOUNDARY DESCRIPTION

A parcel of land situated in the Southeast Quarter of Section 33, Township 2 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

DATE _____

PROFORMA, MODEL
P. 1.2, III/1982

OWNER'S DEDICATION

I, the undersigned owner of the above described tract of land, having caused same to be surveyed and recorded as shown on the attached plat, hereby dedicates the same to the public as a public highway.

LENNON LANE SUBDIVISION

_____ day of _____, A.D. 20____

STATE OF UTAH
COUNTY OF _____
CORPORATE ACKNOWLEDGMENT

[illegible]

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH I.S.S.
COUNTY OF _____
City of Salt Lake City
I, _____, do hereby acknowledge that I am a member of the _____,
a limited liability company organized under the laws of the State of Utah.

NOTARY PUBLIC _____ RESIDING IN _____ COUNTY, _____

COMMISSION EXPIRES: _____

I, _____, a limited liability company, and I am authorized to execute the foregoing Agreement on its behalf and that I hereby executed it in such capacity.

LENNON LANE SUBDIVISION
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 30,
 TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
 MIDVALE CITY, SALT LAKE COUNTY, UTAH

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 _____



CALL 811
FOR ANY
CONSTRUCTION

CALL NUMBERS
811 AT LEAST 48 HOURS
BEFORE ANY
CONSTRUCTION

BENCHMARK
STREET MONUMENT
AT THE CORNER OF
2ND SOUTH STREET
& 2ND EAST STREET
ELEV = 4402.18'



- GENERAL NOTES**
- ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
 - EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS. ANY UNDETERMINED UTILITIES OR IMPROVEMENTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND MARK PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND IMPROVEMENTS. ANY DAMAGE TO UTILITIES OR IMPROVEMENTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR OR REPLACE AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND IMPROVEMENTS. ANY DAMAGE TO UTILITIES OR IMPROVEMENTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR OR REPLACE AT THE CONTRACTOR'S EXPENSE.
 - ALL STRUCTURES AND IMPROVEMENTS TO BE CONSTRUCTED SHALL BE DESIGNED BY A LICENSED PROFESSIONAL ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND IMPROVEMENTS. ANY DAMAGE TO UTILITIES OR IMPROVEMENTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR OR REPLACE AT THE CONTRACTOR'S EXPENSE.
 - ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SALT LAKE CITY'S STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND IMPROVEMENTS. ANY DAMAGE TO UTILITIES OR IMPROVEMENTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR OR REPLACE AT THE CONTRACTOR'S EXPENSE.
 - SEWERALIS AND CURBS DESIGNATED TO BE DEMOLISHED SHALL BE DEMOLISHED TO THE NEAREST EXPANSION JUNT, MATCHING THESE PLANS AS CLOSELY AS POSSIBLE.
 - THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SOILS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
- SCOPE OF WORK:**
- PROVIDE UTILITIES AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED. THE DETAILS NOTED AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS.
- REMOVE AND PROPERLY DISPOSE OF EXISTING ASPHALT PAVEMENT.
 - REMOVE AND PROPERLY DISPOSE OF EXISTING CONCRETE CURB AND GUTTER.
 - REMOVE AND PROPERLY DISPOSE OF EXISTING CONCRETE PAVEMENT.
 - REMOVE AND PROPERLY DISPOSE OF CONCRETE SIDEWALK.
 - REMOVE AND PROPERLY DISPOSE OF EXISTING WATER SERVICE AND METER.
 - REMOVE EXISTING LANDSCAPING AND TREES IN THE AREA.
 - REMOVE AND PROPERLY DISPOSE OF EXISTING FENCE.
 - REMOVE AND PROPERLY DISPOSE OF EXISTING STRUCTURES, CONCRETE SLABS, STAMPS, ETC., INCLUDING EXISTING DRIVEWAYS, SIDEWALKS, AND PATIO AREAS.
 - FILL IN ALL HOLES CREATED DURING CONSTRUCTION WITH 3 INCH GRAIN FILL TO PROPER SUBGRADE ELEVATION.
 - REMOVE AND PROPERLY DISPOSE OF EXISTING OVERHEAD POWER LINE AND ELECTRIC METER TO POWER TRANSFORMER.
 - LOT DISTURBANCE.



ENSGN
THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 1000 S. SUITE 500
PH: 801.255.5259

LAYTON
PH: 801.547.1100

TODDLE
PH: 435.643.5590

CEDAR CITY
PH: 435.665.1450

RICHFIELD
PH: 435.696.2980

WWW.ENSGNENG.COM

1000 S. 1000 W.
SUITE 500, LAYTON, UT 84040
WEST JORDAN, UT 84143
GARY CANON
PHONE: 801-255-5259

LENNON LANE SUBDIVISION
455 EAST 7500 SOUTH
MIDVALE, UTAH



PROFESSIONAL ENGINEER
No. 148779
ROBERT Q. ROBERT
12-31-25

DEVELOPMENT PLAN

PROJECT NUMBER: 2024-001
PROJECT NAME: LAYTON
PROJECT LOCATION: 455 EAST 7500 SOUTH
PROJECT OWNER: ENSGN

C-100

ENSIGN
THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 1000 S., Suite 500
Sandy, UT 84070
Phone: 801.225.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.892.2983

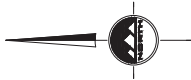
www.ensigneng.com
Phone: 801.547.1100

TOLUON PROPERTIES
800 SOUTH 100 WEST, SUITE 100
TOLUON, UT 84088
Phone: 801.547.1100

GARY CANNON
Phone: 801.547.1100

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH AAS STANDARDS AND RECOMMENDATIONS.
3. SEE LANDSCAPE/ARCHITECTURE PLANS FOR CONCRETE/MATERIAL, COLOR, FINISH, AND SCOE PATTERNS THROUGHOUT SITE.
4. ALL OUTDOOR FURNISHINGS SHALL CONFORM TO THE LATEST EDITION OF THE ILL. D.C. MANUAL ON OUTDOOR FURNITURE CONTROL (DUNES).
5. ALL SURFACE IMPROVEMENTS DISTURBED IN CONSTRUCTION SHALL BE RESTORED OR REPLACED. ALL PLANTINGS SHALL BE REPLANTED AND ALL STUMP REMOVALS SHALL BE DOCUMENTED ON A NOT TO SCALE PHOTOGRAPHIC SHOW OF THE CONSTRUCTION DOCUMENTS.

- [illegible]

[illegible]

HORIZONTAL GRAPHIC SCALE



7 (C) = 1941-2000

SITE AND UTILITY PLAN

PROJECT NUMBER
90095

DRAWN BY
JBG

PROJECT MANAGER
RQE

C-200

455 EAST 7500 SOUTH
MIDVALE, UTAH

ENSGEN
THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone 801.256.0529

LAYTON
Phone 801.547.1100

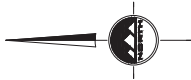
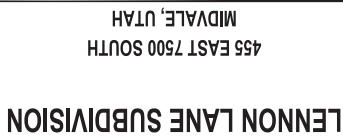
TOOELE
Phone 435.443.3590

CEDAR CITY
Phone 435.865.1453

RICHFIELD
Phone 435.896.2983

WWW.ENSGENING.COM

TOLSON
FOUR PROPERTIES
10000 S. 4500 W. SUITE 100
SANDY, UT 84070
CONTACT
DAVE CANNON
PHONE 801.256.0529



HORIZONTAL GRAPHIC SCALE

(IN FEET)

HORIZ: 1 inch = 20 ft.

PROJECT NUMBER	PRINT DATE
88995	1/21/20
DRAWN BY	CHECKED BY
JBG	ROE
PROJECT MANAGER	
ROE	

C-300

SCOPE OF WORK:
 PROVIDE, INSTALL, AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED. THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS.

1 1/2" CATCH BASIN. INSTALL PER MANUFACTURERS RECOMMENDATIONS.

- [illegible]



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: May 5, 2020

ITEM TYPE: Action

SUBJECT: Approval of Resolution 2020-R-20, a Resolution Adopting the Fiscal Year 2021 Tentative Operating and Capital Budgets

SUBMITTED BY: Kyle Maurer, Administrative Services Director

SUMMARY:

The process of adopting the fiscal year 2021 budgets requires several steps that you, as a City Council, are required to take to be compliant with state statute.

UCA 10-6-111(1) requires the Budget Officer to present a tentative budget for each fund within the City. The budgets must be submitted no later than the first regularly scheduled meeting in May. I will present budgets for each fund on Tuesday, May 5th. At that time, I will brief you on fiscal year 2021 revenue estimates, provide a brief overview of expenditures, and present budget highlights along with any proposed program changes.

UCA 10-6-111(3) further requires the City Council to adopt the tentative budget at this meeting. The Council will then review and amend, if necessary, the budgets prior to their final adoption. During the next several weeks, staff will be discussing the details of each department budget with the Council.

As a reminder, the purpose of a tentative budget is to have a working tool from which we can start the formal adoption process. The budget document can be amended prior to final adoption. At the time of final adoption, all budgets must be balanced with expenditures equaling revenues.

PLAN COMPLIANCE: N/A

FISCAL IMPACT:

Fiscal impacts are detailed in the attachment to this Council summary. In addition, more detail can be found in the Budget Book distributed to you and will be available on the City's website after the tentative budget is adopted.

STAFF'S RECOMMENDATION AND MOTION:

Staff recommends approval of Resolution 2020-R-20.

I move that we adopt Resolution 2020-R-20, a budget appropriation resolution adopting the Midvale City Tentative Operating and Capital Budgets for the fiscal year ending June 30, 2021.

Attachments:

Detail budgets for each fund and department (excluding RDA and MBA); Resolution 2020-R-20.



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

May 5, 2020

Midvale City Council
7505 South Holden Street
Midvale, Utah 84047

Dear City Council Members:

I am presenting for your consideration the Midvale City Corporation tentative budgets for Fiscal Year 2021. These budgets will be filed as required by Utah Code Annotated (UCA) Title 10-6-111 and will serve as a “working tool” which we will jointly use to develop final budgets for the next fiscal year. This proposed tentative budget can be modified over the next six weeks until we ask for your final approval on June 16, 2020.

This letter, along with the accompanying budget book, will explain and give detail to the City’s budgets along with the financial policies used to develop our revenue and expenditure projections for the coming fiscal year. These budgets reflect the economic realities the City currently faces due to the COVID-19 pandemic discussed in our budget retreat in April. These budgets were put together by City management and staff using the best information available for on-going and one-time revenues, as well as Fiscal Year 2020 year-end expenditure projections.

GENERAL FUND HIGHLIGHTS

As required by law, the General Fund is balanced and as such, meets the basic service level needs of the community. As we go through each department’s budget, the staff will provide details on any proposed changes in funding or service levels. Departments were asked to curtail spending when possible. Only “non-discretionary” increases are recommended for funding. In addition, all proposed capital projects (with the exception of those funded by Transportation Sales Tax) are proposed to be deferred until the economy recovers.

As the Fiscal Year 2021 General Fund Budget was developed, staff focused on funding the City’s basic services:

1. Increase in the Unified Police Department’s contract for police services.

- (\$439,703, 5.1% increase).
2. Increases for employee benefits, including an 8.7 percent health insurance increase and 4 percent dental increase.
 3. Contributions to our non-profit partners:
 - Midvale Arts Council
 - Midvale Boys & Girls Club
 - Midvale Communities-Building-Communities
 4. Replacement of boilers at the UPD building (\$25,000).
 5. Increase in parks contract maintenance due to additional medians and park space (\$27,000).
 6. Hazardous tree maintenance in the City's main park (\$36,000).
 7. Information technology server licensing for products that are no longer supported (\$39,500).

We are recommending a property tax increase for Fiscal Year 2021. The City's General Obligation Bonds (which were used to construct the UPD building) ended in fiscal year 2020. Recapturing this property tax to help offset additional public safety costs and current debt service payments will allow the City to retain current service levels and will not impact the average Midvale City taxpayer. In addition, we are recommending a 2.3% CPI increase (\$53,000) to offset the lack of inflationary adjustments built into the state of Utah's property tax formula. For the average Midvale City taxpayer, this equates to a \$4 increase in property taxes. This will require the City to undergo Truth in Taxation, which is a process established by state law where taxing entities are required to hold a public hearing and inform taxpayers of proposed property tax increases before a public vote.

The single largest program cost increase for FY 2021 is once again public safety. The current anticipated UPD increase is \$440,000. Legislative appropriations to Midvale of approximately \$1.5 million dollars soften the impact associated with the Midvale Homeless Shelter. With the anticipated contract with UPD for FY 2021 at approximately \$9,066,455, this represents just over 44% of our total General Fund budget.

Due to the COVID-19 pandemic, and the expectation of revenues being approximately \$1 million less than fiscal year 2020, we recommend the use of approximately \$504,000 in fund balance (or "rainy day funds") to balance the budget. This use of fund balance will allow the City to continue providing core services to its citizens at the same service level as the prior year.

As part of the budget process we also review and evaluate the City's rates and fees. We will be presenting an annual fee schedule for your approval. Currently, City staff is only recommending a rate increase for the Sanitation funds, as this fund is not currently covering its costs. Further discussion will be needed regarding the City's bulky waste program before a set amount will be brought forth for approval.

EMPLOYEE COMPENSATION

Our greatest resource and asset is our highly trained and skilled employees. They provide the services that our residents and businesses need. Due to the expected decline in revenues in the

upcoming fiscal year, we are not recommending cost of living or merit increases at the current time. However, we will be evaluating the City's financial picture mid-year to see if compensation increases are feasible at that time. Considering this, the City plans to:

1. Continue to fund a significant portion of the deductible for employees willing to participate in the cost-saving "High deductible" health plan.
2. Cover the City's share of the increase in insurance premium costs.

No new FTE's are recommended for funding in the General Fund.

PUBLIC UTILITIES FUND (WATER)

The fiscal year 2020 budget funded a water master plan. This plan is being finalized and will be presented to the City Council as soon as it is ready. In addition, the fiscal year 2020 budget included funding for a fee rate study. This study is crucial in ensuring funds are available to construct the necessary infrastructure that will be outlined in the water master plan. Until the water master plan and fee rate study are done, we are not recommending rate increases.

Only a few projects are being recommended for funding, which include:

1. An additional \$61,000 in funding for year 2 of the water meter changeout program.
2. An additional \$151,000 to fund Jordan Valley Water's 8.6% wholesale water rate increase.
3. A utility truck totaling \$100,000.
4. \$350,000 for a chlorination system.

Additional projects may be recommended once the water master plan is finalized.

PUBLIC UTILITIES FUND (SEWER)

In conjunction with the water fee rate study, funding is being requested for a sewer fee rate study. In addition, operating increases of \$18,000 are being requested for electricity (\$13,000) and SCADA system maintenance (\$5,000). \$100,000 is being requested for future sewer line replacements.

STORM WATER UTILITY FUND

A storm water master plan and fee rate study is being requested totaling \$75,000. These studies will ensure the long-term viability of the fund and lay the groundwork for future required capital projects.

STREET LIGHT UTILITY FUND

The Street Lighting Fund collects street lighting user fees, which are used to pay debt service on the Series 2013 bond and street lighting expenses such as electricity and maintenance. The bonds will be paid off in FY 2024. An electricity operating line item increase of \$2,000 is being requested due to additional street lights in the City. We are not proposing any rate increases for FY 2021.

SANITATION FUND

A sanitation budget has been prepared assuming a 10 percent rate increase. However, additional discussions will be needed to determine how the bulky waste program should be operated and funded. Since the sanitation fund no longer has available fund balance, a rate increase will be required regardless of what option is chosen.

TELECOMMUNICATIONS FUND

This fund was established to cover the UTOPIA/UIA costs and is basically a “pass through” fund where funding is transferred from the General Fund to cover debt payments. Should the City choose in the future to run this system as a utility the budget and funding mechanism is already in place. UIA has started repaying the City’s advance for operations, which allowed us to reduce the transfer from the General Fund from \$850,000 to \$835,000, even though debt service increases two percent per year. In the FY 2021 Budget we are proposing a transfer from the General Fund of \$835,000.

INTERNAL SERVICE FUNDS

The City has a Fleet Fund, where operations and replacement costs are assessed to all City budgets which use vehicles. As such, operations costs are recognized in the appropriate departments. Funds required to replace a vehicle at the end of its life are available in the Fleet Fund, eliminating the need to lease or borrow, and smoothing the annual operating fund budgets. As a budget saving measure in fiscal year 2021, the General Fund departments’ contributions and replacements are being delayed one year. The City also has an Information Technology Internal Service Fund. This fund operates in the same manner as the Fleet Fund. Departments contribute annually for maintenance of computers and for replacement of hardware at the end of its useful life. We are recommending funding to this fund due to the critical nature of Information Technology infrastructure, and the negative consequences that will occur if end-of-life equipment and hardware is not replaced.

CAPITAL IMPROVEMENT PROJECT FUND (CIP)

The following projects are recommended for this year’s Capital Improvement Program:

Projects

▪ Pavement Management	\$ 516,378
▪ Sidewalk/curb/gutter replacement	100,000
Total	\$ 616,378

Numerous other projects were requested by department personnel but are recommended for deferral due to the City’s current economic situation.

MUNICIPAL BUILDING AUTHORITY (MBA)

The City's Municipal Building Authority (MBA) issued bonds in 2012 to build the new City Hall and Justice Court, and the city-wide street lighting project. The main function of the MBA is now to collect rent payments from the General Fund and Street Lighting Fund to service the debt. In addition, the MBA owns the Midvale Boys and Girls Club and the Head Start buildings, and collects rent revenue of \$94,300 per year, which helps to offset the cost of debt service. The total budget for the MBA this year is \$ 676,406.

PROPOSED FISCAL YEAR 2021 TENTATIVE BUDGETS

The following are the proposed budget totals for the respective funds (Internal Service Funds, the MBA, and the RDA are excluded):

General Fund	\$ 20,626,907
Capital Improvement Projects Fund	616,378
Public Utilities - Water	5,831,140
Public Utilities - Sewer	2,839,718
Storm Water Utility	2,168,097
Street Lighting	400,539
Sanitation	1,280,837
Telecommunications	939,620
Total	\$ 34,703,236

PUBLIC HEARING

The tentative budgets and any changes made during your review process will be available with the City Recorder for public inspection and comment. A public hearing is scheduled for June 16, 2020. We will be discussing the tentative budget during each Council Meeting held between now and June 16. The final budget is anticipated to be adopted by June 16, 2020, unless the City moves forward with a proposed property tax increase.

Thank you for your support.

Sincerely,

A handwritten signature in dark ink, appearing to read "Robert M. Hale", written in a cursive style.

Robert M. Hale, Mayor

General Fund Summary

	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Proposed FY2021	Difference	Percent Change (FY2020 to FY2021 Budget)	Percent Change (FY2020 Est to FY2021 Budget)
Revenues:								
Taxes	13,099,474	13,201,596	13,736,539	13,443,487	12,941,092	(795,447)	-5.8%	-3.7%
Licenses & Permits	600,158	893,520	1,001,000	992,257	972,609	(28,391)	-2.8%	-2.0%
Intergovernmental Revenue	1,957,891	7,752,474	4,548,505	4,414,005	2,602,240	(1,946,265)	-42.8%	-41.0%
Charges for Services	1,674,434	1,844,880	2,164,000	2,070,024	2,214,436	50,436	2.3%	7.0%
Fines and Forfeitures	992,776	944,870	930,000	854,944	945,000	15,000	1.6%	10.5%
Miscellaneous Revenue	336,924	643,981	72,500	107,630	445,312	372,812	514.2%	313.7%
Contributions	(30,000)	45,000	2,500	-	2,500	-	0.0%	0.0%
TOTAL REVENUES	\$ 18,631,657	\$ 25,326,321	\$ 22,455,044	\$ 21,882,347	\$ 20,123,189	\$ (2,331,855)	-10.4%	-8.0%
Expenditures:								
Mayor and City Council	343,503	336,746	362,300	379,881	395,524	33,224	9.2%	4.1%
Administration	359,801	405,416	552,200	566,334	523,493	(28,707)	-5.2%	-7.6%
Communications	-	-	-	-	200,510	200,510	0.0%	0.0%
Human Resources/Employee Services	135,364	161,249	485,700	169,211	187,328	(298,372)	-61.4%	10.7%
City Recorder	297,482	271,009	317,800	296,358	305,019	(12,781)	-4.0%	2.9%
City Attorney	610,867	586,669	628,200	620,518	672,719	44,519	7.1%	8.4%
Non-Departmental	1,505,692	2,018,515	1,809,900	1,788,971	1,804,645	(5,255)	-0.3%	0.9%
Community & Intergovernmental Relations	234,170	230,680	263,000	317,971	227,045	(35,955)	-13.7%	-28.6%
Harvest Days	54,721	76,732	73,000	76,088	-	(73,000)	-100.0%	-100.0%
Recreation	-	15,429	-	-	-	-	0.0%	0.0%
Public Safety	7,168,010	8,381,646	8,966,000	8,968,115	9,402,338	436,338	4.9%	4.8%
Administrative Services								
Administration	197,612	218,221	229,400	235,032	175,815	(53,585)	-23.4%	-25.2%
Finance	352,575	369,106	385,300	401,469	418,376	33,076	8.6%	4.2%
Justice Court	760,103	743,928	793,900	801,045	850,224	56,324	7.1%	6.1%
Information Technology	479,000	483,306	805,850	791,732	692,255	(113,595)	-14.1%	-12.6%
Total Administrative Services	1,789,290	1,814,561	2,214,450	2,229,278	2,136,670	(77,780)	-3.5%	-4.2%
Public Works								
Administration	88,609	140,196	208,000	198,365	201,567	(6,433)	-3.1%	1.6%
Streets	629,348	745,128	797,450	809,634	754,397	(43,053)	-5.4%	-6.8%
Building and Grounds	597,610	599,147	703,650	754,672	746,137	42,487	6.0%	-1.1%
Parks and Cemetery	381,285	408,277	420,200	436,808	508,559	88,359	21.0%	16.4%
Total Public Works	1,696,852	1,892,748	2,129,300	2,199,479	2,210,660	81,360	3.8%	0.5%
Community Development								
Administration	598,011	554,469	576,900	501,189	757,449	180,549	31.3%	51.1%
Planning and Zoning	256,684	325,413	410,700	364,391	378,104	(32,596)	-7.9%	3.8%
Engineering	163,970	168,504	288,600	235,552	227,172	(61,428)	-21.3%	-3.6%
Code Enforcement	176,065	192,976	121,300	15,687	8,948	(112,352)	-92.6%	-43.0%
Business Licensing	63,076	70,497	80,000	110,383	-	(80,000)	-100.0%	-100.0%
Building Inspection	365,054	446,812	361,500	362,136	354,504	(6,996)	-1.9%	-2.1%
Total Community Development	1,622,860	1,758,671	1,839,000	1,589,338	1,726,177	(112,823)	-6.1%	8.6%
Transfers Out	2,737,831	7,686,195	2,980,805	2,680,805	834,779	(2,146,026)	-72.0%	-68.9%
TOTAL EXPENDITURES	\$ 18,556,443	\$ 25,636,266	\$ 22,621,655	\$ 21,882,347	\$ 20,626,907	\$ (1,994,748)	-8.8%	-5.7%
NET REVENUES OVER/(UNDER) EXPENDITURES	75,214	(309,945)	(166,611)	-	(503,718)	(337,107)		

1 Decrease due to one-time grants.

2 Increase due to parking structure loan reimbursement.

3 Code enforcement budgeted in Public Safety department.

4 Business Licensing merged with Community Development Administration.

General Fund Financing Sources

	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Requested FY2021	Percent Change
Taxes:						
Property	2,599,916	2,528,807	2,704,500	2,551,050	2,661,367	-1.6%
Delinquent	35,681	39,448	35,500	40,000	40,000	12.7%
Sales	7,382,052	7,695,281	7,941,539	7,978,547	7,277,952	-8.4%
Franchise	2,212,291	2,115,894	2,200,000	2,124,855	2,200,000	0.0%
Telecommunications	356,013	300,028	300,000	255,024	270,000	-10.0%
Transient room	180,425	167,806	190,000	128,773	119,347	-37.2%
Motor Vehicle (in Lieu)	333,097	354,332	365,000	365,238	372,426	2.0%
TOTAL TAXES	\$ 13,099,474	\$ 13,201,596	\$ 13,736,539	\$ 13,443,487	\$ 12,941,092	-5.8%
Licenses and Permits:						
Business Licenses	273,347	255,893	280,000	252,220	239,609	-14.4%
Building Permits	311,489	597,871	700,000	706,837	700,000	0.0%
Road Cut Fees	10,244	15,830	10,000	18,000	17,000	70.0%
Right of Way Occupancy Permits	-	18,700	5,000	10,000	10,000	100.0%
Sign Fees	5,079	5,225	6,000	5,200	6,000	0.0%
TOTAL LICENSES AND PERMITS	\$ 600,158	\$ 893,520	\$ 1,001,000	\$ 992,257	\$ 972,609	-2.8%
Grants and Intergovernmental Revenue:						
Justice Assistance Grant (JAG)	16,615	24,022	21,000	21,000	-	-100.0%
Federal Transportation Administration Grant	-	-	158,600	158,600	-	-100.0%
EPA Institutional Controls Grant	35,000	111,718	116,000	116,000	124,628	7.4%
Community Development Block Grant (CDBG)	365,131	100,000	-	-	-	0.0%
State Transportation Funds	-	5,226,195	1,523,805	1,523,805	-	-100.0%
Class C Road Funds	1,018,459	1,084,543	1,160,000	956,276	921,412	-20.6%
State Liquor Funds Allotment	48,126	48,528	48,000	44,124	46,000	-4.2%
Administrative Office of the Courts (AOC) Grant	-	1,000	-	-	-	0.0%
State Homeless Initiative	409,560	1,156,467	1,521,100	1,594,200	1,510,200	-0.7%
Wastach Front Regional Council Grant	65,000	-	-	-	-	0.0%
TOTAL GRANTS AND INTERGOVERNMENTAL REVENUE:	\$ 1,957,891	\$ 7,752,474	\$ 4,548,505	\$ 4,414,005	\$ 2,602,240	-42.8%
Charges for Services:						
Zoning and Development Fees	50,150	60,234	75,000	50,000	75,000	0.0%
Plan Check Fees	165,560	346,637	400,000	344,131	400,000	0.0%
Maps and Publications	132	1,356	500	500	500	0.0%
Notary and Background Check Fees	10	85	500	15	200	-60.0%
911 Service Fees	40,681	-	-	-	-	0.0%
Code Enforcement Fees	12,406	5,359	10,000	-	-	-100.0%
Rents and Concessions	5,005	6,565	5,000	1,200	5,000	0.0%
Credit Card Service Fees	13,591	13,196	12,000	12,678	13,000	8.3%
Cemetery Lot Sales	(1,050)	(700)	-	-	-	0.0%
Cemetery Service Fees	25,650	27,850	25,000	26,000	27,000	8.0%
Administrative Fee - Water Fund	489,400	439,900	528,500	528,500	559,189	5.8%
Administrative Fee - Sewer Fund	197,100	227,700	289,600	289,600	327,801	13.2%
Administrative Fee - Storm Water Fund	325,500	360,300	424,500	424,500	437,291	3.0%
Administrative Fee - Sanitation Fund	76,000	79,100	88,900	88,900	75,120	-15.5%
Administrative Fee - Redevelopment Agency Funds	240,300	241,200	262,200	262,200	262,988	0.3%
Administrative Fee - Street Lighting Fund	34,000	35,600	41,800	41,800	31,347	-25.0%
Harvest Days Activities	-	500	500	-	-	-100.0%
TOTAL CHARGES FOR SERVICES:	\$ 1,674,434	\$ 1,844,880	\$ 2,164,000	\$ 2,070,024	\$ 2,214,436	2.3%

General Fund Financing Sources (Continued)

	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Requested FY2021	Percent Change
Fines and Forfeitures:						
Fines and Forfeitures	849,783	798,426	800,000	730,243	800,000	0.0%
Bad Debt Collections	117,418	116,853	100,000	100,000	115,000	15.0%
Attorney Fees Recovered	17,126	21,241	20,000	19,000	22,000	10.0%
Traffic School	8,450	8,350	10,000	5,700	8,000	-20.0%
TOTAL FINES AND FORFEITURES:	\$ 992,776	\$ 944,870	\$ 930,000	\$ 854,943	\$ 945,000	1.6%
Miscellaneous:						
Interest Earnings	(60,565)	(50,985)	10,000	-	-	-100.0%
Interest on Restricted Funds	142,068	158,410	30,000	72,645	10,000	-66.7%
Sale of Property Held for Resale	248	400,000	-	-	-	0.0%
Proceeds From Insurance	8,929	9,981	5,000	7,000	5,000	0.0%
Proceeds from Sale of Assets	219,644	110,156	5,000	10,000	5,000	0.0%
Loan Payment - Developer	-	-	-	-	403,012	0.0%
Sundry Revenues	19,348	9,167	15,000	10,685	15,000	0.0%
ULGT Dividend/Grant	7,253	7,253	7,500	7,300	7,300	-2.7%
Donations From Private Parties	(30,000)	45,000	2,500	-	2,500	0.0%
TOTAL MISCELLANEOUS:	\$ 306,924	\$ 688,981	\$ 75,000	\$ 107,630	\$ 447,812	497.1%
TOTAL GENERAL FUND FINANCING SOURCES:	\$ 18,631,657	\$ 25,326,321	\$ 22,455,044	\$ 21,882,346	\$ 20,123,189	-10.4%

Mayor and City Council

	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Personnel							
Salaries	139,460	136,614	144,600	146,299	149,561	4,961	3.4%
Benefits	106,061	105,933	113,000	131,022	141,375	28,375	25.1%
Car Allowance	4,892	4,800	4,800	4,800	4,800	-	0.0%
Total Personnel	250,413	247,346	262,400	282,121	295,736	33,336	12.7%
Operating							
Subscriptions and Memberships	80	-	1,000	500	1,000	-	0.0%
Education and Travel	866	562	2,000	-	5,000	3,000	150.0%
Information Technology Equipment (Interfund)	2,300	7,400	11,400	11,400	11,288	(112)	-1.0%
Communications and Telephone	457	385	500	526	500	-	0.0%
Professional Services	84,659	74,294	75,000	75,000	75,000	-	0.0%
Education and Training	1,440	1,025	3,000	985	-	(3,000)	-100.0%
Miscellaneous Supplies	2,784	4,123	6,000	5,000	6,000	-	0.0%
Miscellaneous Services	505	1,611	1,000	4,349	1,000	-	0.0%
Total Operating	93,090	89,400	99,900	97,760	99,788	(112)	-0.1%
TOTAL EXPENDITURES	\$ 343,503	\$ 336,746	\$ 362,300	\$ 379,881	\$ 395,524	\$ 33,224	9.2%

1 Education and travel line items consolidated.

Position	FY2019	FY2020	Recommended FY2021
Part-Time			
Mayor	0.50	0.50	0.50
City Council Members	2.50	2.50	2.50
TOTAL MAYOR AND CITY COUNCIL	3.00	3.00	3.00

Administration								
	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change	
Personnel								
Salaries	246,066	273,708	359,100	383,090	351,152	(7,948)	-2.2%	1
Part-Time Salaries	389	-	-	-	-	-	0.0%	
Overtime	77	-	-	-	-	-	0.0%	
Benefits	101,640	105,965	153,000	156,008	141,870	(11,130)	-7.3%	1
Car Allowance	4,096	7,800	7,800	9,992	9,600	1,800	23.1%	
Total Personnel	352,268	387,473	519,900	549,090	502,622	(17,278)	-3.3%	
Operating								
Subscriptions and Memberships	280	1,518	1,900	1,500	1,900	-	0.0%	
Education and Travel	-	2,649	3,500	500	6,600	3,100	88.6%	2
Information Technology Equipment (Interfund)	1,300	3,700	5,500	5,500	4,468	(1,032)	-18.8%	
Communications and Telephone	581	717	800	800	403	(397)	-49.6%	1
Professional Services	1,126	397	15,000	2,000	5,000	(10,000)	-66.7%	3
Education and Training	1,100	4,066	3,100	1,900	-	(3,100)	-100.0%	2
Miscellaneous Supplies	2,487	3,273	2,000	5,000	2,000	-	0.0%	
Miscellaneous Services	660	1,624	500	44	500	-	0.0%	
Total Operating	7,533	17,943	32,300	17,244	20,871	(11,429)	-35.4%	
TOTAL EXPENDITURES	\$ 359,801	\$ 405,416	\$ 552,200	\$ 566,334	\$ 523,493	\$ (28,707)	-5.2%	

1 Communications Director moved to Communications Department.

2 Education and Training Line Items Combined.

3 Transfer to Communications Department.

Position	FY2019	FY2020	Recommended FY2021
City Manager	1.00	1.00	1.00
Assistant City Manager	0.00	1.00	1.00
Communications Director	1.00	1.00	-
Executive Assistant	1.00	1.00	1.00
TOTAL ADMINISTRATION	3.00	4.00	3.00

Communications								
	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Requested FY2021	Difference	Percent Change	
Personnel								
Salaries	-	-	-	-	83,050	83,050	0.0%	1
Benefits	-	-	-	-	50,212	50,212	0.0%	1
Car Allowance	-	-	-	-	3,000	3,000	0.0%	1
Total Personnel	-	-	-	-	136,262	136,262	0.0%	
Operating								
Subscriptions and Memberships	-	-	-	-	900	900	0.0%	1
Education and Travel	-	-	-	-	2,600	2,600	0.0%	1
Information Technology Equipment (Interfund)	-	-	-	-	1,545	1,545	0.0%	
Communications and Telephone	-	-	-	-	403	403	0.0%	1
Professional Services	-	-	-	-	5,000	5,000	0.0%	1
Newsletter	-	-	-	-	24,000	24,000	0.0%	2
Public Relations	-	-	-	-	3,500	3,500	0.0%	2
Software	-	-	-	-	12,000	12,000	0.0%	3
City Celebration	-	-	-	-	10,000	10,000	0.0%	4
Miscellaneous Supplies	-	-	-	-	2,000	2,000	0.0%	5
Miscellaneous Services	-	-	-	-	2,300	2,300	0.0%	6
Total Operating	-	-	-	-	64,248	64,248	0.0%	
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ 200,510	\$ 200,510	0.0%	

- 1** Transfer from Administration budget.
- 2** Transfer from Community/Intergovernmental Relations.
- 3** Transfer from Information Technology budget - Midvale Connect software.
- 4** Future City celebration - Replacement for Harvest Days.
- 5** Transfer from Administration budget. Increase request-\$500-LED marquee maintenance.
- 6** Request-\$2,300 for AVI file creation for marquee sign.

Position	FY2019	FY2020	Recommended FY2021
Communications Director		-	1.00
TOTAL COMMUNICATIONS	-	-	1.00

Human Resources							
	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Personnel							
Salaries	60,586	61,982	63,000	64,494	66,860	3,860	6.1%
Benefits	24,925	26,030	26,800	27,517	29,447	2,647	9.9%
Total Personnel	85,511	88,011	89,800	92,011	96,307	6,507	7.2%
Operating							
Subscriptions and Memberships	1,212	3,153	5,000	4,000	5,000	-	0.0%
Public Notices - Job Postings	1,950	1,275	3,000	1,000	1,500	(1,500)	-50.0%
Education and Travel	163	-	2,000	800	8,000	6,000	300.0%
Repairs, Maintenance, and Supplies	-	-	300	200	300	-	0.0%
Information Technology Equipment (Interfund)	1,300	1,000	1,900	1,900	1,821	(79)	-4.2%
Communications and Telephone	124	-	500	500	500	-	0.0%
Professional Services	3,300	10,078	8,000	6,000	8,000	-	0.0%
Education and Training	3,066	3,926	6,000	4,000	-	(6,000)	-100.0%
Miscellaneous Supplies	340	795	1,200	200	1,200	-	0.0%
Miscellaneous Services	(72)	166	500	400	500	-	0.0%
Total Operating	11,384	20,394	28,400	19,000	26,821	(1,579)	-5.6%
TOTAL EXPENDITURES	\$ 96,895	\$ 108,405	\$ 118,200	\$ 111,011	\$ 123,128	\$ 4,928	4.2%

1 Education and Training Line Items Combined.

Position	Recommended		
	FY2019	FY2020	FY2021
Benefits Coordinator	1.00	1.00	1.00
TOTAL HUMAN RESOURCES	1.00	1.00	1.00

Employee Services

	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Operating							
Employee Assistance Program	3,921	2,560	4,000	4,000	4,000	-	0.0%
Flex Spending Plan Admin Fee	1,854	1,998	2,500	2,500	2,500	-	0.0%
Drug Screening Services	3,863	3,996	4,000	3,000	4,000	-	0.0%
Education and Training	-	-	-	-	-	-	0.0%
Education Reimbursement Program	9,940	1,096	15,000	5,000	15,000	-	0.0%
Unemployment Insurance	399	18,126	6,000	15,000	6,000	-	0.0%
Year End Accrual Contingency	2,400	-	2,000	-	2,000	-	0.0%
Retirement Health Savings Account	-	-	-	-	-	-	0.0%
Miscellaneous Supplies	2,476	4,558	2,000	500	2,000	-	0.0%
Miscellaneous Services	1,648	601	1,500	1,000	1,500	-	0.0%
Employee Association	11,968	18,310	22,200	22,200	22,200	-	0.0%
Employee Recognition Program	-	1,600	5,000	5,000	5,000	-	0.0%
Unallocated Merit Increases	-	-	107,200	-	-	(107,200)	-100.0%
Unallocated Benefit Increases	-	-	52,400	-	-	(52,400)	-100.0%
Unallocated Selective Salary Increases	-	-	143,700	-	-	(143,700)	-100.0%
TOTAL EXPENDITURES	\$ 38,469	\$ 52,844	\$ 367,500	\$ 58,200	\$ 64,200	\$ (303,300)	-82.5%

City Recorder							
	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Personnel							
Salaries	165,578	170,475	172,000	175,107	184,099	12,099	7.0%
Overtime	290	220	500	500	500	-	0.0%
Benefits	69,936	71,707	76,000	77,202	81,928	5,928	7.8%
Car Allowance	1,500	3,000	3,000	3,000	3,000	-	0.0%
Total Personnel	71,436	74,707	79,000	80,202	84,928	5,928	7.5%
Operating							
Subscriptions and Memberships	820	841	2,000	1,000	2,000	-	0.0%
Public Notices	12,813	10,610	15,000	10,000	15,000	-	0.0%
Education and Travel	12	-	2,500	1,500	5,000	2,500	100.0%
Repairs, Maintenance, and Supplies	-	-	500	500	500	-	0.0%
Information Technology Equipment (Interfund)	1,000	3,300	4,800	4,800	3,492	(1,308)	-27.3%
Communications and Telephone	903	667	1,000	465	1,000	-	0.0%
Professional Services	-	872	1,000	1,000	500	(500)	-50.0%
Codification	3,442	8,677	7,000	5,000	7,000	-	0.0%
Education and Training	2,130	-	2,500	1,300	-	(2,500)	-100.0%
Election Supplies	37,491	-	29,000	14,584	-	(29,000)	-100.0%
Miscellaneous Supplies	1,064	641	500	200	500	-	0.0%
Miscellaneous Services	504	-	500	200	500	-	0.0%
Total Operating	60,179	25,607	66,300	40,549	35,492	(30,808)	-46.5%
TOTAL EXPENDITURES	\$ 131,615	\$ 100,313	\$ 145,300	\$ 120,751	\$ 120,420	\$ (24,880)	-17.1%

1 Education and Training Line Items Combined.

Position	FY2019	FY2020	Recommended FY2021
HR Director/City Recorder	1.00	1.00	1.00
Deputy City Recorder	1.00	1.00	1.00
TOTAL CITY RECORDER	2.00	2.00	2.00

City Attorney							
	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Personnel							
Salaries	311,724	348,938	356,000	373,393	384,519	28,519	8.0%
Part-Time Wages	-	-	-	-	-	-	0.0%
Benefits	116,592	126,703	133,000	137,896	145,025	12,025	9.0%
Car Allowance	3,000	6,000	6,000	6,000	6,000	-	0.0%
Total Personnel	119,592	132,703	139,000	143,896	151,025	12,025	8.7%
Operating							
Subscriptions and Memberships	3,678	2,611	4,000	4,000	7,600	3,600	90.0%
Education and Travel	1,846	3,328	6,000	1,900	9,000	3,000	50.0%
Repairs, Maintenance, and Supplies	-	-	1,000	1,000	1,000	-	0.0%
Information Technology Equipment (Interfund)	2,100	4,700	6,700	6,700	7,075	375	5.6%
Small Equipment	-	-	-	984	-	-	0.0%
Communications and Telephone	1,292	801	1,500	1,405	1,500	-	0.0%
Professional Services	77,104	2,970	10,000	4,000	10,000	-	0.0%
Legal Defenders	89,700	89,100	100,000	81,465	100,000	-	0.0%
Education and Training	1,640	775	3,000	1,475	-	(3,000)	-100.0%
Miscellaneous Supplies	2,191	743	1,000	300	1,000	-	0.0%
Total Operating	179,551	105,028	133,200	103,229	137,175	3,975	3.0%
TOTAL EXPENDITURES	\$ 299,142	\$ 237,730	\$ 272,200	\$ 247,125	\$ 288,200	\$ 16,000	5.9%

1 Education and Training Line Items Combined.

2 \$3,600 Increase - eProsecutor Software

Position	FY2019	FY2020	Recommended FY2021
City Attorney	1.00	1.00	1.00
Deputy City Attorney	1.00	1.00	1.00
Paralegal/Executive Assistant	1.00	1.00	1.00
Procurement/Contract Specialist	1.00	1.00	1.00
TOTAL CITY ATTORNEY	4.00	4.00	4.00

Non-Departmental							
	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Operating							
Office Supplies	44,421	41,333	40,000	40,000	40,000	-	0.0%
Postage	13,991	13,850	15,000	14,571	15,000	-	0.0%
Bank Charges	95,254	102,137	118,000	110,000	118,000	-	0.0%
Repairs, Maintenance, and Supplies	710	-	-	-	-	-	0.0%
Vehicle Operating Costs (Interfund)	700	3,000	2,800	2,800	2,927	127	4.5%
Insurance and Surety	58,168	50,014	63,000	63,000	63,000	-	0.0%
Trustee and Bond Related Fees	10,850	8,600	6,000	6,000	6,000	-	0.0%
Loss Contingency	1,025	1,591	20,000	10,000	20,000	-	0.0%
Miscellaneous Supplies	173	25	500	-	500	-	0.0%
Miscellaneous Services	2,182	1,500	2,000	-	2,000	-	0.0%
Total Operating	227,474	222,050	267,300	246,371	267,427	127	0.0%
Capital							
Fleet Vehicle Replacement	1,400	1,600	1,600	1,600	-	(1,600)	-100.0%
Debt Service							
Lease Payment to Municipal Building Authority	76,000	350,300	361,000	361,000	363,506	2,506	0.7%
Debt Service Principal	805,000	1,090,000	870,000	870,000	804,562	(65,438)	-7.5%
Debt Service Interest	395,818	354,565	310,000	310,000	369,150	59,150	19.1%
Total Debt Service	1,276,818	1,794,865	1,541,000	1,541,000	1,537,218	(3,782)	-0.2%
TOTAL EXPENDITURES	\$ 1,505,692	\$ 2,018,515	\$ 1,809,900	\$ 1,788,971	\$ 1,804,645	\$ (5,255)	-0.3%

1 Fleet vehicle replacement charges are being deferred one year.

2 2000 General Obligation Bond-Final payment fiscal year 2020; parking structure loan (pass-through to UDOT, offsetting reimbursement revenue).

Harvest Days

	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Operating							
Permits	1,047	1,065	1,000	1,077	-	(1,000)	-100.0%
Equipment	3,784	13,501	9,000	10,915	-	(9,000)	-100.0%
Supplies and Advertising	3,779	8,962	8,000	8,067	-	(8,000)	-100.0%
Entertainment	19,200	16,995	17,000	19,424	-	(17,000)	-100.0%
Parade	3,356	7,094	3,000	2,555	-	(3,000)	-100.0%
Fireworks	13,000	13,000	13,000	13,000	-	(13,000)	-100.0%
Other Activities	3,312	1,655	5,000	4,050	-	(5,000)	-100.0%
City Float	2,500	10,400	12,000	12,000	-	(12,000)	-100.0%
Youth Ambassador Program	4,743	4,061	5,000	5,000	-	(5,000)	-100.0%
TOTAL EXPENDITURES	\$ 54,721	\$ 76,732	\$ 73,000	\$ 76,088	\$	- \$ (73,000)	-100.0%

Community and Intergovernmental Relations

	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Personnel							
Salaries	31,353	31,443	32,000	34,068	34,122	2,122	6.6%
Part-Time Salaries	6,214	5,784	7,000	7,004	7,600	600	8.6%
Overtime	73	-	200	200	200	-	0.0%
Benefits	8,633	8,532	8,400	10,317	11,772	3,372	40.1%
Uniform Allowance	262	33	300	315	300	-	0.0%
Total Personnel	46,536	45,792	47,900	51,904	53,994	6,094	12.7%
Operating							
Subscriptions and Memberships	20,065	23,445	25,000	25,000	25,000	-	0.0%
Information Technology Equipment (Interfund)	-	1,000	1,700	1,700	1,333	(367)	-21.6%
Vehicle Operating Costs (Interfund)	19,900	7,500	7,100	7,100	7,318	218	3.1%
Communications and Telephone	689	464	1,000	100	1,000	-	0.0%
Professional Services	-	3,469	10,000	7,500	10,000	-	0.0%
City Newsletter	32,500	31,100	33,000	35,400	-	(33,000)	-100.0%
Public Relations	4,525	341	3,500	1,000	-	(3,500)	-100.0%
Cinco De Mayo Celebration	1,000	-	1,000	-	1,000	-	0.0%
Historical Society	973	-	-	-	-	-	0.0%
Grant to Boys & Girls Club	40,000	40,000	40,000	50,000	40,000	-	0.0%
Grant to Arts Council	30,000	45,000	45,000	45,000	30,000	(15,000)	-33.3%
Grant to CBC	20,000	20,000	25,000	78,467	40,000	15,000	60.0%
Miscellaneous Supplies	1,426	259	1,000	500	1,000	-	0.0%
Miscellaneous Services	-	-	1,000	500	1,000	-	0.0%
Senior Citizens Miscellaneous	6,021	1,485	7,200	2,200	7,200	-	0.0%
Recreation Activities	4,200	2,850	5,000	3,600	5,000	-	0.0%
Volunteer Appreciation Recognition	936	2,575	3,200	2,600	3,200	-	0.0%
Total Operating	182,234	179,488	209,700	260,667	173,051	(36,649)	-17.5%
Capital							
Fleet Vehicle Replacement (Interfund)	5,400	5,400	5,400	5,400	-	(5,400)	-100.0%
TOTAL EXPENDITURES	\$ 234,170	\$ 230,680	\$ 263,000	\$ 317,971	\$ 227,045	\$ (35,955)	-13.7%

1 Moved to Communications budget.

2 FY2020 represents a prior year receivable correction.

Position	FY2019	FY2020	Recommended FY2021
Part-Time			
Van Driver/Maintenance Worker	0.75	0.75	0.75
Receptionist - Museum	0.25	0.25	0.25
TOTAL COMMUNITY AND INTERGOVERNMENTAL RELATIONS	1.00	1.00	1.00

Recreation Programs							
	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Part-Time Salaries	-	13,409	-	-	-	-	0.0%
Benefits	-	1,239	-	-	-	-	0.0%
Subscriptions and Memberships	-	-	-	-	-	-	0.0%
Repairs, Maintenance, and Supplies	-	782	-	-	-	-	0.0%
Supplies and Advertising	-	-	-	-	-	-	0.0%
Professional Services	-	-	-	-	-	-	0.0%
Miscellaneous Supplies	-	-	-	-	-	-	0.0%
Miscellaneous Services	-	-	-	-	-	-	0.0%
TOTAL EXPENDITURES	\$ -	\$ 15,429	\$ -	\$ -	\$ -	\$ -	0.0%

Position	FY2019	FY2020	Recommended FY2021
Part-Time			
Recreation Director	0.50	0.00	0.00
TOTAL RECREATION PROGRAMS	0.50	0.00	0.00

Public Safety							
	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Personnel							
Benefits	2,914	-	-	-	-	-	0.0%
Total Personnel	2,914	-	-	-	-	-	0.0%
Operating							
Travel	559	-	-	-	-	-	0.0%
Information Technology Equipment (Interfund)	-	1,000	1,700	1,700	1,426	(274)	-16.1%
Vehicle Operating Costs (Interfund)	700	-	-	-	-	-	0.0%
Communications and Telephone	(319)	-	3,000	95	3,000	-	0.0%
Professional Services	6,638	12,038	30,000	28,000	40,000	10,000	33.3%
Public Safety Dispatch	40,681	-	-	-	-	-	0.0%
Unified Police Department Contract	6,901,602	8,095,435	8,627,000	8,626,752	9,066,455	439,455	5.1%
Animal Control Contract	192,987	247,931	282,300	290,457	290,457	8,157	2.9%
Miscellaneous Supplies	333	1,221	500	111	500	-	0.0%
Miscellaneous Services	105	-	500	-	500	-	0.0%
Total Operating	7,143,285	8,357,624	8,945,000	8,947,115	9,402,338	457,338	5.1%
Capital							
Public Safety Grant Passthrough	16,615	24,022	21,000	21,000	-	(21,000)	-100.0%
Equipment	3,295	-	-	-	-	-	0.0%
Fleet Vehicle Replacement (Interfund)	1,900	-	-	-	-	-	0.0%
Total Capital	21,810	24,022	21,000	21,000	-	(21,000)	-100.0%
TOTAL EXPENDITURES	\$ 7,168,010	\$ 8,381,646	\$ 8,966,000	\$ 8,968,115	\$ 9,402,338	\$ 436,338	4.9%

1 Increase due to full year of Emergency Manager contract with UFA.

2 Anticipated UPD increase - 5.1%.

3 Increase due to Urban Wildlife Contract not included in prior budgets.

Administrative Services - Administrative Services Administration

	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Personnel							
Salaries	147,871	165,709	158,000	164,544	120,462	(37,538)	-23.8%
Benefits	40,488	42,956	51,000	58,965	46,055	(4,945)	-9.7%
Car Allowance	3,000	4,800	4,800	2,100	3,000	(1,800)	-37.5%
Total Personnel	191,358	213,465	213,800	225,609	169,517	(44,283)	-20.7%
Operating							
Subscriptions and Memberships	755	-	1,200	1,000	500	(700)	-58.3%
Education and Travel	1,985	1,332	2,000	-	1,000	(1,000)	-50.0%
Repairs, Maintenance, and Supplies	40	58	200	-	150	(50)	-25.0%
Information Technology Equipment (Interfund)	900	1,900	3,200	3,200	2,245	(955)	-29.8%
Communications and Telephone	403	403	500	419	403	(97)	-19.4%
Professional Services	-	18	5,000	-	1,000	(4,000)	-80.0%
Education	1,030	1,033	2,500	1,805	-	(2,500)	-100.0%
Miscellaneous Supplies	1,141	-	500	3,000	500	-	0.0%
Miscellaneous Services	-	12	500	-	500	-	0.0%
Total Operating	6,254	4,757	15,600	9,424	6,298	(9,302)	-59.6%
TOTAL EXPENDITURES	\$ 197,612	\$ 218,221	\$ 229,400	\$ 235,032	\$ 175,815	\$ (53,585)	-23.4%

1 Education and Training Line Items Combined.

Position	FY2019	FY2020	Recommended FY2021
Administrative Services Director	0.00	1.00	1.00
Assistant City Manager/Administrative Services Director	1.00	0.00	0.00
TOTAL ADMINISTRATIVE SERVICES ADMIN	1.00	1.00	1.00

Administrative Services - Finance

	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Personnel							
Salaries	217,698	222,824	225,000	232,086	242,850	17,850	7.9%
Overtime	125	-	-	30	-	-	0.0%
Benefits	101,849	105,859	110,000	124,778	132,119	22,119	20.1%
Car Allowance	1,500	3,000	3,000	3,000	3,000	-	0.0%
Total Personnel	321,172	331,683	338,000	359,894	377,969	39,969	11.8%
Operating							
Subscriptions and Memberships	855	968	2,500	1,865	2,000	(500)	-20.0%
Travel	929	4,419	4,000	2,560	4,000	-	0.0%
Repairs, Maintenance, and Supplies	1,299	378	2,000	1,000	700	(1,300)	-65.0%
Information Technology Equipment (Interfund)	3,900	6,900	8,800	8,800	7,707	(1,093)	-12.4%
Communications and Telephone	295	-	-	-	-	-	0.0%
Professional Services	20,935	21,435	25,000	25,000	25,000	-	0.0%
Education	2,610	2,913	4,000	1,700	-	(4,000)	-100.0%
Insurance	52	-	-	-	-	-	0.0%
Miscellaneous Supplies	18	100	500	400	500	-	0.0%
Miscellaneous Services	511	310	500	250	500	-	0.0%
Total Operating	31,404	37,423	47,300	41,575	40,407	(6,893)	-14.6%
TOTAL EXPENDITURES	\$ 352,575	\$ 369,106	\$ 385,300	\$ 401,469	\$ 418,376	\$ 33,076	8.6%

1 Education and Training Line Items Combined.

Position	FY2019	FY2020	Recommended FY2021
Finance Director	1.00	1.00	1.00
City Treasurer	0.35	0.35	0.35
Finance Clerk	2.00	2.00	2.00
TOTAL FINANCE	3.35	3.35	3.35

Administrative Services - Justice Court

	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Personnel							
Salaries	406,735	406,736	416,000	434,864	439,875	23,875	5.7%
Part-Time Wages	18,142	18,433	23,000	17,361	22,334	(666)	-2.9%
Overtime	340	-	500	500	500	-	0.0%
Benefits	193,644	197,080	190,600	225,168	235,629	45,029	23.6%
Car Allowance	1,500	2,885	3,000	3,000	3,000	-	0.0%
Total Personnel	213,625	218,397	217,100	246,029	261,463	44,363	20.4%
Operating							
Subscriptions and Memberships	1,081	-	700	300	700	-	0.0%
Training and Travel	2,791	991	4,000	977	6,000	2,000	50.0%
Repairs, Maintenance, and Supplies	690	2,154	1,000	500	1,000	-	0.0%
Information Technology Equipment (Interfund)	7,300	13,800	16,800	16,800	9,880	(6,920)	-41.2%
Communications and Telephone	806	791	800	775	806	6	0.8%
Warrants Enforcement	12,320	85	15,000	-	10,000	(5,000)	-33.3%
Judge Pro Tem Fees	2,925	1,181	5,000	1,000	5,000	-	0.0%
Transport Fees	12,409	10,896	15,000	15,000	15,000	-	0.0%
Witness Fees	981	1,203	1,500	1,200	1,500	-	0.0%
Bailiff Fees	88,410	71,938	86,000	75,000	86,000	-	0.0%
Interpreter Fees	8,424	7,917	10,000	6,800	10,000	-	0.0%
Juror Fees and Supplies	296	160	2,000	400	2,000	-	0.0%
Education and Training	865	1,073	2,000	900	-	(2,000)	-100.0%
Miscellaneous Supplies	445	982	500	500	500	-	0.0%
Miscellaneous Services	-	371	500	-	500	-	0.0%
Total Operating	139,743	113,542	160,800	120,152	148,886	(11,914)	-7.4%
TOTAL EXPENDITURES	\$ 353,368	\$ 331,940	\$ 377,900	\$ 366,181	\$ 410,349	\$ 32,449	8.6%

1

Education and Training Line Items Combined.

Position	FY2019	FY2020	Recommended FY2021
Judge	1.00	1.00	1.00
Court Administrator	1.00	1.00	1.00
Judicial Assistant I/II/III	6.00	6.00	6.00
Part-Time			
Judicial Assistant	1.00	0.72	0.72
TOTAL JUSTICE COURT	9.00	8.72	8.72

Administrative Services - Information Technology

	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Personnel							
Salaries	188,396	169,920	227,200	243,410	255,357	28,157	12.4%
Salary Reallocation to Other Departments	(26,500)	-	-	-	-	-	0.0%
Overtime	319	-	500	500	500	-	0.0%
Benefits	85,781	80,325	107,100	133,846	141,427	34,327	32.1%
Car Allowance	1,442	3,000	3,000	3,000	3,000	-	0.0%
Total Personnel	249,439	253,244	337,800	380,756	400,284	62,484	18.5%
Operating							
Subscriptions and Memberships	259	448	500	500	500	-	0.0%
Education and Travel	2,311	-	5,000	-	9,000	4,000	80.0%
Computer Supplies	2,496	73	-	19	-	-	0.0%
Information Technology Equipment (Interfund)	5,600	6,000	7,900	7,900	3,971	(3,929)	-49.7%
Internet and Wireless	10,826	16,254	23,500	17,000	20,000	(3,500)	-14.9%
Communications and Telephone	22,529	21,694	25,000	22,000	15,000	(10,000)	-40.0%
Professional Services	15,609	27,377	35,000	34,700	35,000	-	0.0%
Education and Training	7,805	48	9,000	9,000	-	(9,000)	-100.0%
Computer Equipment	15,083	18,189	51,150	35,000	20,000	(31,150)	-60.9%
Network Equipment	2,688	11,919	5,000	2,700	5,000	-	0.0%
Software	14,409	15,095	140,000	140,000	42,500	(97,500)	-69.6%
Software Support	129,265	112,246	162,500	138,550	140,000	(22,500)	-13.8%
Miscellaneous Supplies	449	500	3,000	3,107	500	(2,500)	-83.3%
Miscellaneous Services	232	217	500	500	500	-	0.0%
Total Operating	229,561	230,062	468,050	410,976	291,971	(176,079)	-37.6%
TOTAL EXPENDITURES	\$ 479,000	\$ 483,306	\$ 805,850	\$ 791,732	\$ 692,255	\$ (113,595)	-14.1%

1 Education and Training Line Items Combined.

Position	FY2019	FY2020	Recommended FY2021
Information Technology Manager	1.00	1.00	1.00
Systems Administrator	0.00	1.00	1.00
Network Administrator	1.00	1.00	1.00
Information Technology Technician	0.60	0.60	0.60
TOTAL INFORMATION TECHNOLOGY	2.60	3.60	3.60

Public Works Administration							
	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Personnel							
Salaries	61,117	70,011	129,000	100,983	111,012	(17,988)	-13.9%
Part-Time Salaries	-	11,315	-	2,689	-	-	0.0%
Benefits	20,734	29,104	40,000	62,069	66,924	26,924	67.3%
Total Personnel	81,851	110,430	169,000	165,741	177,936	8,936	5.3%
Operating							
Subscriptions and Memberships	175	-	1,000	500	1,000	-	0.0%
Education and Travel	255	2,282	4,000	2,000	7,000	3,000	75.0%
Repairs, Maintenance, and Supplies	284	1,640	500	500	500	-	0.0%
Medical and Safety Supplies	-	-	500	500	500	-	0.0%
Information Technology Equipment (Interfund)	3,000	5,500	10,800	10,800	7,740	(3,060)	-28.3%
Vehicle Operating Costs (Interfund)	-	4,500	4,200	4,200	4,391	191	4.5%
Communications and Telephone	575	220	1,000	188	1,000	-	0.0%
Education and Training	1,344	1,837	3,000	500	-	(3,000)	-100.0%
Miscellaneous Supplies	1,065	1,199	1,000	436	1,000	-	0.0%
Miscellaneous Services	61	287	500	500	500	-	0.0%
Total Operating	6,758	17,465	26,500	20,124	23,631	(2,869)	-10.8%
Capital							
Fleet Vehicle Replacement (Interfund)	-	12,300	12,500	12,500	-	(12,500)	-100.0%
TOTAL EXPENDITURES	\$ 88,609	\$ 140,196	\$ 208,000	\$ 198,365	\$ 201,567	\$ (6,433)	-3.1%

1 Education and Training Line Items Combined.

Position	FY2019	FY2020	Recommended FY2021
Public Works Director	0.30	0.30	0.30
Operations Superintendent	0.15	0.15	0.15
Operations Support Supervisor	0.40	0.40	0.40
Public Works Executive Assistant	0.40	0.00	0.00
Public Works Receptionist	0.73	1.00	1.00
TOTAL PUBLIC WORKS ADMIN	1.98	1.85	1.85

Streets							
	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Personnel							
Salaries	201,656	215,752	236,000	245,974	250,984	14,984	6.3%
Overtime	4,958	13,022	10,000	10,000	10,000	-	0.0%
Benefits	110,485	148,174	180,000	202,154	209,370	29,370	16.3%
Uniform Allowance	1,234	2,836	3,400	3,400	3,400	-	0.0%
Total Personnel	318,334	379,784	429,400	461,528	473,754	44,354	10.3%
Operating							
Subscriptions and Memberships	350	109	250	250	250	-	0.0%
Education and Travel	1,745	1,984	2,500	-	8,000	5,500	220.0% 1
Repairs, Maintenance, and Supplies	4,863	8,574	10,000	2,274	10,000	-	0.0%
Medical and Safety Supplies	-	-	2,200	1,440	2,200	-	0.0%
Information Technology Equipment (Interfund)	500	1,800	2,500	2,500	223	(2,277)	-91.1%
Vehicle Operating Costs (Interfund)	103,900	99,000	93,800	93,800	96,970	3,170	3.4%
Lease of Public Works Space	28,000	28,000	28,000	28,000	28,000	-	0.0%
Electricity - Signals	4,985	6,333	6,000	3,610	7,500	1,500	25.0% 2
Communications and Telephone	2,772	2,254	3,000	2,281	3,000	-	0.0%
Professional Services	-	-	500	500	500	-	0.0%
Education and Training	1,686	5,925	5,500	2,784	-	(5,500)	-100.0% 1
Contract Labor	-	-	2,000	2,000	2,000	-	0.0%
Special Highway Support	12,536	15,715	22,500	18,000	17,500	(5,000)	-22.2%
Signal Maintenance	36,544	68,032	40,000	40,000	52,000	12,000	30.0% 3
Asphalt/Concrete	17,624	20,223	22,000	19,676	22,000	-	0.0%
Salt	11,327	18,430	19,000	28,000	19,000	-	0.0%
Signage	18,124	8,516	9,500	3,000	9,500	-	0.0%
Miscellaneous Supplies	59	1,085	1,000	2,191	1,000	-	0.0%
Miscellaneous Services	-	264	1,000	1,000	1,000	-	0.0%
Total Operating	245,014	286,244	271,250	251,306	280,643	9,393	3.5%
Capital							
Fleet Vehicle Replacement (Interfund)	66,000	79,100	96,800	96,800	-	(96,800)	-100.0%
TOTAL EXPENDITURES	\$ 629,348	\$ 745,128	\$ 797,450	\$ 809,634	\$ 754,397	\$ (43,053)	-5.4%

1 Education and Travel budgets combined.

2 \$1,500 - Electricity increase request.

3 \$12,000 - Signal maintenance contract increase per contract with Salt Lake County.

Position	FY2019	FY2020	Recommended FY2021
Streets and Storm Water Manager	0.50	0.45	0.45
Streets Crew Lead	1.00	1.00	1.00
Equipment Operator I/II	4.00	4.00	4.00
TOTAL STREETS	5.50	5.45	5.45

Facilities							
	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Personnel							
Salaries	132,251	99,152	148,000	164,831	176,441	28,441	19.2%
Overtime	143	1,327	2,000	2,000	2,000	-	0.0%
Benefits	70,811	79,391	106,000	122,282	129,092	23,092	21.8%
Uniform Allowance	718	1,433	1,400	1,687	1,400	-	0.0%
Total Personnel	203,924	181,304	257,400	290,800	308,933	51,533	20.0%
Operating							
Travel	266	-	500	-	1,500	1,000	200.0% 1
Repairs, Maintenance, and Supplies	74,690	61,051	74,000	39,011	74,000	-	0.0%
Medical and Safety Supplies	-	-	750	750	750	-	0.0%
Information Technology Equipment (Interfund)	600	2,000	2,500	2,000	2,373	(127)	-5.1%
Vehicle Operating Costs (Interfund)	3,500	11,200	10,600	10,600	10,978	378	3.6%
Small Capital Purchases	2,338	129	-	-	-	-	0.0%
Electricity	60,127	55,025	66,900	65,853	66,900	-	0.0%
Natural Gas	26,588	20,984	30,000	22,833	30,000	-	0.0%
Water and Sewer (Interfund)	124,843	118,333	118,300	118,300	94,403	(23,897)	-20.2%
Communications and Telephone	1,840	2,153	2,800	2,400	2,800	-	0.0%
Professional Services	-	5,524	8,000	7,500	8,000	-	0.0%
Education and Training	456	300	1,000	500	-	(1,000)	-100.0% 1
Contract Labor	15,820	-	10,000	10,000	10,000	-	0.0%
Insurance - Property	39,027	39,766	45,000	35,000	45,000	-	0.0%
Miscellaneous Supplies	-	202	500	500	500	-	0.0%
Miscellaneous Services	3,200	254	5,000	2,000	5,000	-	0.0%
Total Operating	353,295	316,920	375,850	317,247	352,204	(23,646)	-6.3%
Capital							
Building Improvements	30,190	90,724	60,000	136,225	85,000	25,000	41.7% 2
Fleet Vehicle Replacement (Interfund)	10,200	10,200	10,400	10,400	-	(10,400)	-100.0%
Total Capital	40,390	100,924	70,400	146,625	85,000	14,600	20.7%
TOTAL EXPENDITURES	\$ 597,610	\$ 599,147	\$ 703,650	\$ 754,672	\$ 746,137	\$ 42,487	6.0%

1 Combination of travel and education budgets.

2 \$25,000-UPD boiler replacement.

Position	FY2019	FY2020	Recommended FY2021
Fleet/Facilities Manager	0.00	0.50	0.50
Facilities Journeyman	1.00	1.00	1.00
Apprentice Mechanic	0.00	0.20	0.20
Building Custodian	2.00	2.00	2.00
TOTAL BUILDING & GROUNDS	3.00	3.70	3.70

Parks and Cemetery

	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Personnel							
Salaries	92,138	124,969	95,000	109,812	119,951	24,951	26.3%
Overtime	2,902	673	2,000	2,000	2,000	-	0.0%
Benefits	42,926	55,392	48,000	55,978	60,698	12,698	26.5%
Uniform Allowance	659	1,859	2,000	2,514	2,000	-	0.0%
Total Personnel	138,625	182,893	147,000	170,304	184,649	37,649	25.6%
Operating							
Subscriptions and Memberships	544	1,039	1,200	800	1,200	-	0.0%
Education and Travel	-	33	1,000	1,629	4,000	3,000	300.0%
Repairs, Maintenance, and Supplies	18,070	16,467	19,000	15,229	19,000	-	0.0%
Soft Fall Fill	-	-	3,000	3,500	3,000	-	0.0%
Medical and Safety Supplies	-	-	1,000	542	1,000	-	0.0%
Information Technology Equipment (Interfund)	600	1,800	2,500	2,500	2,092	(408)	-16.3%
Vehicle Operating Costs (Interfund)	16,000	7,500	7,100	7,100	7,318	218	3.1%
Small Capital Purchases	3,074	-	-	-	-	-	0.0%
Electricity	11,572	16,355	18,500	14,977	18,500	-	0.0%
Communications and Telephone	1,028	1,317	1,300	1,232	1,300	-	0.0%
Education and Training	-	1,231	3,000	3,000	-	(3,000)	-100.0%
Contract Labor	181,335	165,570	193,000	193,000	220,000	27,000	14.0%
Miscellaneous Supplies	49	424	500	500	500	-	0.0%
Miscellaneous Services	-	1,106	2,000	2,395	38,000	36,000	1800.0%
Total Operating	232,272	212,842	253,100	246,404	315,910	62,810	24.8%
Capital							
Building Improvements	3,089	6,842	8,000	8,000	8,000	-	0.0%
Fleet Vehicle Replacement (Interfund)	7,300	5,700	12,100	12,100	-	(12,100)	-100.0%
Total Capital	10,388	12,542	20,100	20,100	8,000	(12,100)	-60.2%
TOTAL EXPENDITURES	\$ 381,285	\$ 408,277	\$ 420,200	\$ 436,808	\$ 508,559	\$ 88,359	21.0%

1 Education and travel combined.

2 \$27,000 increase-Parks and median increase due to new parks/median maintenance.

3 \$36,000 Increase-Tree maintenance.

Position	FY2019	FY2020	Recommended FY2021
Operations Support Supervisor	0.55	0.55	0.55
Parks Crew Lead	1.00	0.00	0.00
Parks Maintenance I	0.00	1.00	1.00
Equipment Operator I	1.00	1.00	1.00
TOTAL PARKS & CEMETERY	2.55	2.55	2.55

Community Development Administration

	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change	
Personnel								
Salaries	332,998	359,427	341,000	302,291	455,305	114,305	33.5%	1
Overtime	59	-	500	-	500	-	0.0%	
Benefits	123,096	151,395	161,000	140,504	232,564	71,564	44.4%	1
Car Allowance	4,327	7,292	7,800	4,443	3,000	(4,800)	-61.5%	
Total Personnel	460,479	518,114	510,300	447,238	691,369	181,069	35.5%	
Operating								
Subscriptions and Memberships	6,438	4,569	5,000	4,500	5,200	200	4.0%	1
Education and Travel	1,816	791	3,000	-	5,500	2,500	83.3%	2
Repairs, Maintenance, and Supplies	-	-	500	402	500	-	0.0%	
Information Technology Equipment	3,700	6,300	9,300	9,300	7,005	(2,295)	-24.7%	1
Vehicle Operating Costs (Interfund)	13,100	3,700	3,500	3,500	3,659	159	4.5%	
Communications and Telephone	921	1,254	800	1,199	1,216	416	52.0%	
Professional Services	103,528	10,062	20,000	10,000	21,500	1,500	7.5%	1
Education and Training	2,117	2,028	1,500	1,500	-	(1,500)	-100.0%	2
Special Development Projects	-	50	10,000	10,000	10,000	-	0.0%	
Economic Development Promotions	1,728	913	10,000	10,000	10,000	-	0.0%	
Miscellaneous Supplies	-	2,746	500	800	1,000	500	100.0%	1
Miscellaneous Services	-	1,941	500	500	500	-	0.0%	
Office Equipment	2,184	-	-	-	-	-	0.0%	
Total Operating	135,532	34,355	64,600	51,701	66,080	1,480	2.3%	
Capital								
Fleet Vehicle Replacement (Interfund)	2,000	2,000	2,000	2,250	-	(2,000)	-100.0%	
TOTAL EXPENDITURES	\$ 598,011	\$ 554,469	\$ 576,900	\$ 501,189	\$ 757,449	\$ 180,549	31.3%	

1 Business Licensing department consolidated into Community Development Administration.

2 Education and Travel line items consolidated.

Position	FY2019	FY2020	Recommended FY2021
Assistant City Manager/Community Development Director	0.50	0.00	0.00
Community Development Director	0.00	1.00	1.00
Economic Development Director	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00
Project Site Coordinator*	1.00	1.00	1.00
Business License Administrator	1.00	0.00	0.00
Community Development Support Technician	0.00	0.00	2.00
TOTAL COMMUNITY DEVELOPMENT ADMIN	4.50	4.00	6.00

*Grant funded position

Planning and Zoning							
	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Personnel							
Salaries	178,133	214,324	215,000	226,431	226,877	11,877	5.5%
Overtime	865	200	1,000	500	1,000	-	0.0%
Benefits	58,490	81,773	84,000	99,581	119,438	35,438	42.2%
Car Allowance	1,500	3,000	3,000	3,000	3,000	-	0.0%
Total Personnel	238,988	299,297	303,000	329,512	350,315	47,315	15.6%
Operating							
Subscriptions and Memberships	779	779	1,200	1,200	1,200	-	0.0%
Travel	1,755	2,171	2,500	500	5,000	2,500	100.0%
Repairs, Maintenance, and Supplies	1,538	27	500	500	500	-	0.0%
Information Technology Equipment (Interfund)	1,500	8,200	12,100	12,100	7,189	(4,911)	-40.6%
Communications and Telephone	220	(33)	1,500	1,500	1,500	-	0.0%
Professional Services	6,750	12,735	85,000	15,000	10,000	(75,000)	-88.2%
Education and Training	945	1,147	2,500	1,679	-	(2,500)	-100.0%
Contract Labor	-	-	400	400	400	-	0.0%
Special Development Projects	-	-	1,000	1,000	1,000	-	0.0%
Miscellaneous Supplies	41	569	500	500	500	-	0.0%
Miscellaneous Services	1,830	290	500	500	500	-	0.0%
Office Equipment	2,340	230	-	-	-	-	0.0%
Total Operating	17,697	26,115	107,700	34,879	27,789	(79,911)	-74.2%
TOTAL EXPENDITURES	\$ 256,684	\$ 325,413	\$ 410,700	\$ 364,391	\$ 378,104	\$ (32,596)	-7.9%

1 Education and Travel line items consolidated.

Position	FY2019	FY2020	Recommended FY2021
City Planner	1.00	1.00	1.00
Planner I/II	2.00	2.00	2.00
TOTAL PLANNING AND ZONING	3.00	3.00	3.00

Engineering							
	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Personnel							
Salaries	82,952	89,349	100,700	108,424	113,293	12,593	12.5%
Benefits	30,884	31,320	45,800	40,595	43,189	(2,611)	-5.7%
Uniform Allowance	-	-	2,200	2,701	2,200	-	0.0%
Total Personnel	113,837	120,670	148,700	151,720	158,682	9,982	6.7%
Operating							
Subscriptions and Memberships	450	433	600	994	600	-	0.0%
Education and Travel	3,334	2,489	6,000	7,000	10,600	4,600	76.7% 1
Information Technology Equipment (Interfund)	1,400	5,300	9,400	9,400	6,772	(2,628)	-28.0%
Vehicle Operating Costs (Interfund)	8,700	7,500	7,100	7,100	7,318	218	3.1%
Communications and Telephone	2,005	3,286	1,600	3,631	1,600	-	0.0%
Professional Services	16,250	21,586	89,000	35,646	39,000	(50,000)	-56.2%
Education and Training	2,873	1,144	4,600	3,500	-	(4,600)	-100.0% 1
Engineering Supplies	10,367	1,050	1,600	1,000	1,600	-	0.0%
Miscellaneous Supplies	540	447	8,000	3,561	500	(7,500)	-93.8%
Miscellaneous Services	215	600	500	500	500	-	0.0%
Total Operating	46,133	43,834	128,400	72,332	68,490	(59,910)	-46.7%
Capital							
Fleet Vehicle Replacement (Interfund)	4,000	4,000	11,500	11,500	-	(11,500)	-100.0%
TOTAL EXPENDITURES	\$ 163,970	\$ 168,504	\$ 288,600	\$ 235,552	\$ 227,172	\$ (61,428)	-21.3%

1 Education and Travel line items consolidated.

Position	Recommended		
	FY2019	FY2020	FY2021
City Engineer	0.25	0.25	0.25
Engineering Manager	0.50	0.50	0.50
GIS Manager	0.35	0.35	0.35
GIS Specialist I	0.00	0.35	0.35
TOTAL ENGINEERING	1.10	1.45	1.45

Code Enforcement							
	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Personnel							
Salaries	97,577	123,988	-	-	-	-	0.0%
Benefits	58,737	52,472	-	9,270	6,000	6,000	0.0%
Uniform Allowance	264	660	-	-	-	-	0.0%
Total Personnel	156,578	177,120	-	9,270	6,000	6,000	0.0%
Operating							
Subscriptions and Memberships	75	75	300	300	300	-	0.0%
Education and Travel	307	431	500	500	500	-	0.0%
Information Technology Equipment (Interfund)	1,000	2,000	2,500	2,500	148	(2,352)	-94.1%
Vehicle Operating Costs (Interfund)	11,900	7,500	-	-	-	-	0.0%
Communications and Telephone	1,147	751	-	117	-	-	0.0%
Professional Services	1,046	150	115,000	-	-	(115,000)	-100.0%
Education and Training	225	400	1,000	1,000	-	(1,000)	-100.0%
Miscellaneous Supplies	787	1,049	1,000	1,000	1,000	-	0.0%
Miscellaneous Services	-	-	1,000	1,000	1,000	-	0.0%
Total Operating	16,488	12,356	121,300	6,417	2,948	(118,352)	-97.6%
Capital							
Fleet Vehicle Replacement (Interfund)	3,000	3,500	-	-	-	-	0.0%
TOTAL EXPENDITURES	\$ 176,065	\$ 192,976	\$ 121,300	\$ 15,687	\$ 8,948	\$ (112,352)	-92.6%

1 Code Enforcement services are provided by Unified Police Department, which is funded in the Public Safety budget.

2 Education and Training combined with Travel.

Position	FY2019	FY2020	Recommended FY2021
Code Compliance Officer	2.00	0.00	0.00
TOTAL CODE ENFORCEMENT	2.00	0.00	0.00

Business Licensing							
	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Personnel							
Salaries	39,673	38,635	42,600	68,332	-	(42,600)	-100.0%
Benefits	22,054	30,096	33,400	40,051	-	9,955	-100.0%
Total Personnel	61,727	68,731	76,000	108,383	-	(32,645)	-100.0%
Operating							
Subscriptions and Memberships	40	30	200	100	-	(200)	-100.0%
Education and Travel	268	495	600	200	-	(295)	-100.0%
Information Technology Equipment (Interfund)	600	1,000	800	800	-	(800)	-100.0%
Professional Services	250	-	1,500	-	-	-	-100.0%
Education and Training	160	20	400	400	-	(400)	-100.0%
Miscellaneous Supplies	31	220	500	500	-	280	-100.0%
Total Operating	1,349	1,765	4,000	2,000	-	(1,415)	-100.0%
TOTAL EXPENDITURES	\$ 63,076	\$ 70,497	\$ 80,000	\$ 110,383	\$ -	\$ (34,061)	-100.0%

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1 Business Licensing budget consolidated with Community Development Administration.

Position	Recommended		
	FY2019	FY2020	FY2021
Business License Administrator	1.00	0.00	0.00
Support Technician	0.00	2.00	0.00
TOTAL BUSINESS LICENSING	1.00	2.00	0.00

Building Inspection							
	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Personnel							
Salaries	223,495	249,425	-	-	-	-	0.0%
Overtime	589	-	-	-	-	-	0.0%
Benefits	102,968	65,805	-	-	-	-	0.0%
Uniform Allowance	931	472	-	-	-	-	0.0%
Total Personnel	327,983	315,702	-	-	-	-	0.0%
Operating							
Subscriptions and Memberships	399	215	-	-	-	-	0.0%
Travel	883	3,825	-	-	-	-	0.0%
Repairs, Maintenance, and Supplies	-	49	1,500	1,500	1,500	-	0.0%
Information Technology Equipment (Interfund)	1,600	5,600	7,000	7,000	4	(6,996)	-99.9%
Vehicle Operating Costs (Interfund)	7,300	3,700	-	-	-	-	0.0%
Communications and Telephone	2,786	1,560	-	748	-	-	0.0%
Professional Services	17,066	108,652	352,000	352,000	352,000	-	0.0%
Education and Training	2,118	1,750	-	-	-	-	0.0%
Miscellaneous Supplies	1,420	202	500	569	500	-	0.0%
Miscellaneous Services	-	256	500	319	500	-	0.0%
Total Operating	33,571	125,809	361,500	362,136	354,504	(6,996)	-1.9%
Capital							
Fleet Vehicle Replacement (Interfund)	3,500	5,300	-	-	-	-	0.0%
TOTAL EXPENDITURES	\$ 365,054	\$ 446,812	\$ 361,500	\$ 362,136	\$ 354,504	\$ (6,996)	-1.9%

Position	FY2019	FY2020	Recommended FY2021
Building Official	0.00	0.00	0.00
Building Inspector III	0.00	0.00	0.00
Permit Technician	0.00	0.00	0.00
TOTAL BUSINESS LICENSING	0.00	0.00	0.00

Capital Projects Fund

	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Revenues:							
Sales Tax	-	-	-	669,956	616,378	616,378	0.0%
Intergovernmental Grants	-	-	-	150,000	-	-	0.0%
Proceeds From Loan	-	-	-	3,500,000	-	-	0.0%
Sale of Assets	-	-	-	46,297	-	-	0.0%
Interest Earnings	112,287	103,573	40,000	76,576	37,799	(2,201)	-5.5%
Transfer From General Fund	1,677,831	6,836,195	2,130,805	1,830,805	-	(2,130,805)	-100.0%
TOTAL REVENUES	\$ 1,790,118	\$ 6,939,768	\$ 2,170,805	\$ 6,273,634	\$ 654,177	\$ (1,516,628)	-69.9%
Expenditures:							
Sidewalk, Curb, and Gutter Replacement Program	12,052	251,982	136,000	136,000	100,000	(36,000)	-26.5%
Traffic Calming Program	-	60,620	20,000	20,000	-	(20,000)	-100.0%
7200 South - 700 E to Union Park Avenue	-	-	134,800	134,800	-	(134,800)	-100.0%
Midvale City Park Improvements	-	-	400,000	400,000	-	(400,000)	-100.0%
Amphitheatre Improvements	-	-	30,000	30,000	-	(30,000)	-100.0%
Splash Pad	-	-	55,500	55,500	-	(55,500)	-100.0%
Pickleball Court	40,155	-	-	-	-	-	0.0%
50/50 Sidewalk Program	-	-	20,000	20,000	-	(20,000)	-100.0%
Major Road CIP	499,383	1,001,267	1,314,000	1,314,000	-	(1,314,000)	-100.0%
Allen Street (CDBG Project)	89,900	-	-	-	-	-	0.0%
City Hall Overflow Parking	-	-	75,000	75,000	-	(75,000)	-100.0%
Jordan River Trail Extension	4,402	38,240	-	-	-	-	0.0%
Housing Trust Fund	-	-	150,000	150,000	-	(150,000)	-100.0%
Open Space Acquisition	-	-	25,000	25,000	-	(25,000)	-100.0%
Community Center/Bowery	14,240	84,047	1,302,000	1,302,000	-	(1,302,000)	-100.0%
Crosswalk Improvements	48,014	85,736	165,000	165,000	-	(165,000)	-100.0%
Grant Street (CDBG Project)	275,991	1,682	-	-	-	-	0.0%
7200 South Gateway	-	-	166,000	166,000	-	(166,000)	-100.0%
Street Lighting (Angel Street)	-	11,226	-	-	-	-	0.0%
Christmas Decorations	-	30,000	30,000	25,203	-	(30,000)	-100.0%
Foxbridge (CDBG Project)	-	100,550	-	2,130	-	-	0.0%
Main Street and Wasatch Street Intersection Study	-	-	20,000	20,000	-	(20,000)	-100.0%
Marquee Sign	-	27,281	-	71	-	-	0.0%
Community Swimming Pool	-	-	200,000	200,000	-	(200,000)	-100.0%
ADA Ramps (CDBG Project)	-	-	-	150,000	-	-	0.0%
Pavement Management	1,634,129	2,644,083	2,798,500	2,798,500	516,378	(2,282,122)	-81.5%
Developer Loan	-	-	-	3,500,000	-	-	0.0%
Bingham Junction Development	-	5,226,195	1,523,805	1,523,805	-	(1,523,805)	-100.0%
TOTAL EXPENDITURES	\$ 2,618,265	\$ 9,562,910	\$ 8,565,605	\$ 12,213,009	\$ 616,378	\$ (7,949,227)	-92.8%
NET REVENUES OVER/(UNDER) EXPENDITURES	(828,147)	(2,623,142)	(6,394,800)	(5,939,375)	37,799	6,432,599	

Water Utility Fund

	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Revenues:							
Water User Charges	4,540,074	4,425,842	4,995,400	4,995,400	5,258,726	263,326	5.3%
Utility Billing Write-Offs	(2,491)	(21)	(5,000)	(5,000)	(5,000)	-	0.0%
Water Connection Fees	103,265	150,725	80,000	100,779	100,000	20,000	25.0%
Water Reconnection Fees	47,623	39,257	45,000	63,424	45,000	-	0.0%
Service Charges	46,053	44,820	50,000	53,785	52,587	2,587	5.2%
Hydrant Rental	2,751	5,803	3,000	3,500	10,000	7,000	233.3%
Miscellaneous	1,511	650	3,000	3,000	2,000	(1,000)	-33.3%
IRS Debt Service Subsidy (Build America Bonds)	111,221	106,321	101,000	100,847	94,476	(6,524)	-6.5%
Interest Revenue	20,852	31,808	28,000	28,000	23,355	(4,645)	-16.6%
Interest Revenue-Bond Proceeds	24,318	98,342	50,000	50,000	10,000	(40,000)	-80.0%
Bond Premium Amortization	38,782	45,319	-	-	-	-	0.0%
TOTAL REVENUES	\$ 4,933,959	\$ 4,948,866	\$ 5,350,400	\$ 5,393,735	\$ 5,591,144	\$ 240,744	4.5%

Expenditures:

Personnel							
Salaries	570,067	503,418	628,100	587,797	647,819	19,719	3.1%
Overtime	22,017	23,660	10,000	15,139	25,000	15,000	150.0%
Benefits	283,946	261,970	343,300	347,646	383,584	40,284	11.7%
Pension Expense	(10,926)	10,864	-	-	-	-	0.0%
Uniform Allowance	4,381	5,277	9,000	9,000	9,000	-	0.0%
Total Personnel	869,486	805,190	990,400	959,582	1,065,403	75,003	7.6%
Operating							
Subscriptions and Memberships	2,343	1,499	3,500	3,500	3,500	-	0.0%
Education and Travel	3,310	4,484	6,000	6,000	15,000	9,000	150.0%
Postage	14,077	14,378	15,000	15,000	15,000	-	0.0%
Equipment and Building - Repairs, Maintenance, and Supplies	19,514	66,607	140,200	140,200	60,000	(80,200)	-57.2%
Meters and Related Supplies	63,176	(12,874)	140,000	140,000	200,914	60,914	43.5%
Miscellaneous Supplies	418	-	-	-	-	-	0.0%
Medical and Safety Supplies	-	-	7,000	7,000	7,000	-	0.0%
Information Technology Equipment (Interfund)	5,400	8,100	6,800	6,800	4,179	(2,621)	-38.5%
Vehicle Operating Costs (Interfund)	112,700	63,500	60,200	60,200	62,207	2,007	3.3%
Small Equipment	529	-	-	-	-	-	0.0%
Lease of Public Works Space (Interfund)	14,000	14,000	14,000	14,000	14,000	-	0.0%
Electricity	184,029	188,838	230,000	230,000	230,000	-	0.0%
Communications and Telephone	6,381	6,402	8,000	8,000	8,564	564	7.1%
Professional Services	12,077	9,959	115,000	115,000	25,000	(90,000)	-78.3%
Administrative Charge (Interfund)	489,400	439,900	528,500	528,500	559,189	30,689	5.8%
Education and Training	4,868	8,065	9,000	9,000	-	(9,000)	-100.0%
Water Sampling	27,825	23,068	42,000	42,000	42,000	-	0.0%
Backflow Testing	616	1,536	8,000	8,000	8,000	-	0.0%
Well Equipment and Maintenance	2,994	13,235	20,000	20,000	20,000	-	0.0%
Fluoridation System Maintenance	-	9,218	15,000	15,000	20,000	5,000	33.3%
Medical and Safety Equipment	-	1,850	-	-	-	-	0.0%
System Maintenance, Repair, and Supplies	49,318	-	-	-	125,000	125,000	0.0%
Wholesale Water	838,331	789,382	875,500	875,500	1,026,086	150,586	17.2%
Damage Contingency	-	5,000	5,000	5,000	5,000	-	0.0%
Miscellaneous Services	19,656	13,608	103,500	103,500	7,500	(96,000)	-92.8%
Jordan Valley Water Conservancy District Storage	-	-	-	-	96,000	96,000	0.0%
Total Operating	1,870,960	1,669,754	2,352,200	2,352,200	2,554,139	201,939	8.6%

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Water Utility Fund Continued

	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change	
Capital Projects								
Fleet Vehicle Replacement (Interfund)	40,800	47,300	49,100	49,100	60,100	11,000	22.4%	
Vehicles	-	9,360	35,000	35,000	100,000	65,000	185.7%	4
Other Capital Projects	-	-	750,000	750,000	150,000	(600,000)	-80.0%	
Depreciation	973,696	915,718	-	-	-	-	0.0%	
Jordan Valley Water Conservancy District Pipeline Connections	-	-	990,200	1,045,095	-	(990,200)	-100.0%	
Union Jordan Retail Area Meter Swaps	-	-	71,850	110,648	-	(71,850)	-100.0%	
Chlorination System	-	-	-	-	350,000	350,000	0.0%	5
Total Capital Projects	1,014,496	972,378	1,896,150	1,989,843	660,100	(1,236,050)	-65.2%	
Debt Service								
Bond Issuance Costs	87,276	-	-	-	-	-	0.0%	
Debt Service - Principal	-	-	895,200	907,400	935,800	40,600	4.5%	
Debt Service - Interest	567,479	669,455	669,300	669,300	615,698	(53,602)	-8.0%	
Total Debt Service	654,755	669,455	1,564,500	1,576,700	1,551,498	(13,002)	-0.8%	
TOTAL EXPENDITURES	\$ 4,409,697	\$ 4,116,777	\$ 6,803,250	\$ 6,878,325	\$ 5,831,140	\$ (972,110)	-14.3%	
NET REVENUES OVER/(UNDER) EXPENDITURES	524,263	832,089	(1,452,850)	(1,484,590)	(239,996)	1,212,854		

- 1 Travel and Education Budgets Combined.
- 2 Increase needed for meter changeout program (year 2).
- 3 Wholesale water increase from Jordan Valley Water Conservancy District-8.6%.
- 4 Utility Truck Request-\$100,000.
- 5 Chlorination system request.

Position	FY2019	FY2020	Recommended FY2021
Public Works Director	0.20	0.20	0.20
Operations Superintendent	0.25	0.25	0.25
Public Utilities Manager	0.50	0.50	0.50
City Engineer	0.25	0.25	0.25
Engineering Manager	0.10	0.10	0.10
GIS Manager	0.25	0.25	0.25
GIS Specialist I	0.00	0.25	0.25
Engineering Inspector I	0.40	0.40	0.40
Water Crew Lead	1.00	1.00	1.00
Wastewater Crew Lead	0.20	0.10	0.10
Sample Tech/Cross Connection Administrator	0.65	0.65	1.00
Water Operator I/II/III	0.90	6.30	6.30
Utility Technician I/II/III	4.10	0.00	0.00
Wastewater Operator I/II	0.00	0.30	0.30
City Treasurer	0.30	0.30	0.30
Finance Clerk	0.70	0.70	0.70
TOTAL WATER FUND	9.80	11.55	11.90

Sewer Utility Fund							
	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Revenues:							
Sewer User Charges	2,158,794	2,261,354	2,534,000	2,534,000	2,534,000	-	0.0%
Utility Billing Write-Offs	(880)	(17)	(3,000)	(3,000)	(3,000)	-	0.0%
Sewer Connection Fees	60,500	52,300	50,000	65,000	50,000	-	0.0%
Service Charges and Late Fees	10,553	10,785	14,000	14,000	14,000	-	0.0%
Miscellaneous	-	125,336	20,000	-	20,000	-	0.0%
Interest Revenue	4,241	10,232	7,500	10,000	7,500	-	0.0%
Interest Revenue-Bond Proceeds	11,825	55,964	20,000	20,000	20,000	-	0.0%
Bond Premium Amortization	7,039	11,397	-	-	-	-	0.0%
TOTAL REVENUES	\$ 2,252,072	\$ 2,527,353	\$ 2,642,500	\$ 2,640,000	\$ 2,642,500	\$ -	0.0%
Expenditures:							
Personnel							
Salaries	214,016	284,718	360,000	334,294	375,860	15,860	4.4%
Overtime	6,660	7,179	6,000	6,000	6,000	-	0.0%
Benefits	105,888	124,341	207,700	169,849	232,415	24,715	11.9%
Pension Expense	(4,045)	5,847	-	-	-	-	0.0%
Uniform Allowance	970	2,174	2,500	2,500	2,500	-	0.0%
Total Personnel	323,489	424,259	576,200	512,643	616,775	40,575	7.0%
Operating							
Subscriptions and Memberships	-	180	500	500	500	-	0.0%
Education and Travel	-	2,162	3,000	3,000	4,000	1,000	33.3% 1
Postage	6,073	6,255	7,000	7,000	7,000	-	0.0%
Maintenance, Repairs, and Supplies	5,516	10,644	16,000	16,000	16,000	-	0.0%
Maintenance and Supplies - Lift Stations	-	64,107	15,000	15,000	15,000	-	0.0%
Medical and Safety Supplies	-	-	1,500	1,500	1,500	-	0.0%
Information Technology Equipment (Interfund)	-	3,000	5,700	5,700	4,656	(1,044)	-18.3%
Vehicle Operating Costs (Interfund)	32,400	65,300	61,900	61,900	64,036	2,136	3.5%
Small Equipment	206	-	-	-	-	-	0.0%
Lease of Public Works Space (Interfund)	42,000	42,000	42,000	42,000	42,000	-	0.0%
Electricity	8,847	14,036	13,000	13,000	26,000	13,000	100.0% 2
Communications and Telephone	1,807	1,633	2,000	2,000	2,000	-	0.0%
Professional Services	15,880	5,151	5,000	5,000	30,000	25,000	500.0% 3
Administrative Charge (Interfund)	197,100	227,700	289,600	289,600	327,801	38,201	13.2%
Education and Training	2,047	3,079	5,000	5,000	-	(5,000)	-100.0% 1
System Maintenance, Repair, and Supplies	4,014	206	-	-	-	-	0.0%
Sewer Operations (South Valley Water Reclamation Facility)	934,614	977,617	1,100,000	1,000,000	1,100,000	-	0.0%
Damage Contingency	-	-	20,000	-	20,000	-	0.0%
SCADA System	-	-	-	-	5,000	5,000	0.0% 4
Miscellaneous Services	65	49	500	500	500	-	0.0%
Total Operating	1,250,569	1,423,118	1,587,700	1,467,700	1,665,993	78,293	13.5%
Sewer Utility Fund Continued							
	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Capital Projects							
Fleet Vehicle Replacement (Interfund)	91,700	55,200	55,800	55,800	60,900	5,100	9.1%
Vehicles	-	4,680	-	-	-	-	0.0%
Infrastructure Maintenance	-	58,826	291,000	291,000	50,000	(241,000)	-82.8%
Depreciation	89,660	93,836	-	-	-	-	0.0%
Sewer Line Replacement	-	-	-	-	100,000	100,000	0.0%
2018 Bond Sewer Line Projects	-	61,614	769,500	769,500	-	(769,500)	-100.0%
South Valley Water Reclamation Facility	-	-	-	-	-	-	-
Phosphorous/Grit Removal	-	-	1,575,800	1,725,800	-	(1,575,800)	-100.0%
SCADA System	-	-	150,000	-	-	(150,000)	-100.0%
Total Capital Projects	181,360	274,156	2,842,100	2,842,100	210,900	(2,631,200)	-92.6%
Debt Service							
Bond Issuance Costs	58,185	-	-	-	-	-	0.0%
Debt Service - Principal	-	-	194,000	194,000	202,200	8,200	4.2%
Debt Service - Interest	75,651	154,131	151,900	151,900	143,850	(8,050)	-5.3%
Amortization of Bond Discount and/or Premium	1,077	1,077	-	-	-	-	0.0%
Total Debt Service	134,913	155,208	345,900	345,900	346,050	150	0.0%
TOTAL EXPENDITURES	\$ 1,890,330	\$ 2,276,741	\$ 5,351,900	\$ 5,168,343	\$ 2,839,718	\$ (2,512,182)	-46.9%
NET REVENUES OVER/(UNDER) EXPENDITURES	361,741	250,611	(2,709,400)	(2,528,343)	(197,218)	2,512,182	

- 1** Travel and Education Budgets Combined.
- 2** Increase request-Electricity \$13,000.
- 3** Increase request-Utility fee rate study.
- 4** Increase request-SCADA system maintenance.

Position	FY2019	FY2020	Recommended FY2021
Public Works Director	0.20	0.20	0.20
Operations Superintendent	0.25	0.25	0.25
Public Utilities Manager	0.50	0.50	0.50
City Engineer	0.25	0.25	0.25
Engineering Manager	0.05	0.05	0.05
GIS Manager	0.25	0.25	0.25
GIS Specialist I	0.00	0.25	0.25
Engineering Inspector I	0.20	0.20	0.20
Wastewater Crew Lead	0.80	0.90	0.90
Water Operator I/II/III	0.10	0.70	0.70
Utility Technician I/II	1.90	0.00	0.00
Wastewater Operator I/II	0.00	2.70	2.70
City Treasurer	0.15	0.15	0.15
Finance Clerk	0.15	0.15	0.15
TOTAL SEWER FUND	4.80	6.55	6.55

Storm Water Utility Fund

	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Revenues:							
Storm Water User Charges	1,732,746	1,735,881	1,957,000	1,957,000	1,995,396	38,396	2.0%
Utility Billing Write-Offs	(745)	(39)	(5,000)	(5,000)	(5,000)	-	0.0%
Service Charges and Late Fees	8,475	8,367	8,000	8,000	8,000	-	0.0%
Miscellaneous	-	-	6,000	6,000	6,000	-	0.0%
Building Lease Revenue (Interfund)	84,000	84,000	84,000	84,000	84,000	-	0.0%
Interest Revenue	10,084	14,361	15,000	13,000	15,000	-	0.0%
Interest Revenue-Bond Proceeds	4,572	3,961	-	3,000	-	(3,000)	0.0%
TOTAL REVENUES	\$ 1,839,132	\$ 1,846,531	\$ 2,065,000	\$ 2,066,000	\$ 2,103,396	\$ 35,396	1.9%
Expenditures:							
Personnel							
Salaries	424,109	449,182	463,500	470,404	491,759	28,259	6.1%
Overtime	16,421	12,731	12,000	12,000	4,000	(8,000)	-66.7%
Benefits	230,731	272,901	300,300	288,292	299,617	(683)	-0.2%
Pension Expense	(8,127)	9,112	-	-	-	-	0.0%
Uniform Allowance	1,730	4,342	5,000	5,000	5,000	-	0.0%
Total Personnel	664,863	748,268	780,800	775,696	800,376	19,576	2.5%
Operating							
Subscriptions and Memberships	1,670	2,504	2,000	2,170	2,000	-	0.0%
Education and Travel	1,508	5,698	3,500	3,500	4,000	500	14.3% 1
Postage	14,576	15,012	16,000	16,000	16,000	-	0.0%
Maintenance, Repairs, and Supplies	35,183	37,137	35,000	35,000	35,000	-	0.0%
Medical and Safety Supplies	-	-	2,000	2,000	2,000	-	0.0%
Information Technology Equipment (Interfund)	1,800	4,200	5,300	5,300	3,528	(1,772)	-33.4%
Vehicle Operating Costs (Interfund)	28,300	89,600	85,000	85,000	87,821	2,821	3.3%
Electricity	2,555	2,470	3,000	3,000	3,000	-	0.0%
Communications and Telephone	2,839	3,278	5,000	5,000	5,000	-	0.0%
Professional Services	14,748	12,450	15,000	15,000	90,000	75,000	500.0% 2
Administrative Charge (Interfund)	325,500	360,300	424,500	424,500	437,291	12,791	3.0%
Education and Training	1,685	5,589	4,500	4,500	-	(4,500)	-100.0% 1
Waste Disposal Fees	12,324	9,490	12,000	12,000	12,000	-	0.0%
Damage Contingency	-	1,823	6,000	6,000	6,000	-	0.0%
Miscellaneous Services	252	48	500	500	500	-	0.0%
Total Operating	442,941	549,598	619,300	619,470	704,140	84,840	13.7%
Capital Projects							
Fleet Vehicle Replacement (Interfund)	71,300	72,200	110,300	110,300	117,200	6,900	6.3%
Vehicles	-	9,360	-	-	-	-	0.0%
Depreciation	204,537	207,762	-	-	-	-	0.0%
Other Capital Outlay	-	-	266,000	166,000	100,000	(166,000)	-62.4%
FLSmith Project	24,596	-	-	-	-	-	0.0%
Total Capital Projects	300,433	289,322	376,300	276,300	217,200	(159,100)	-42.3%
Debt Service							
County Storm Drain Project	-	-	15,000	15,000	15,000	-	0.0%
Debt Service - Principal	-	-	324,000	324,000	341,000	17,000	5.2%
Debt Service - Interest	113,950	105,581	107,700	107,700	90,381	(17,319)	-16.1%
Capitalized Interest	(7,259)	(342)	-	-	-	-	0.0%
Total Debt Service	106,691	105,239	446,700	446,700	446,381	(319)	-0.1%
TOTAL EXPENDITURES	\$ 1,514,928	\$ 1,692,428	\$ 2,223,100	\$ 2,118,166	\$ 2,168,097	\$ (55,003)	-2.5%
NET REVENUES OVER/(UNDER) EXPENDITURES	324,203	154,103	(158,100)	(52,166)	(64,701)	90,399	

1 Travel and Education Budgets Combined.

2 Increase request-Storm water master plan and fee rate study.

Position	FY2019	FY2020	Recommended FY2021
Public Works Director	0.20	0.20	0.20
Operations Superintendent	0.25	0.25	0.25
Streets and Storm Water Manager	0.50	0.50	0.50
City Engineer	0.25	0.25	0.25
Engineering Manager	0.35	0.35	0.35
GIS Manager	0.15	0.15	0.15
GIS Specialist I	0.00	0.15	0.15
Engineering Inspector I	0.40	0.40	0.40
Sample Tech/Cross Connection Administrator	0.35	0.35	0.00
Storm Water Crew Lead	1.00	1.00	1.00
Storm Water Operator I/II	0.00	2.00	2.00
Equipment Operator I/II	3.00	1.00	1.00
Storm Water Coordinator	1.00	1.00	1.00
Storm Water Inspector	1.00	1.00	1.00
City Treasurer	0.10	0.10	0.10
Finance Clerk	0.05	0.05	0.05
TOTAL STORM WATER FUND	8.60	8.75	8.40

Street Lighting Utility Fund							
	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Revenues:							
Street Lighting User Charges	379,360	382,474	385,000	385,000	385,000	-	0.0%
Utility Billing Write-Offs	(277)	(19)	(1,000)	(1,000)	(1,000)	-	0.0%
Service Charges and Late Fees	2,424	2,373	3,000	3,000	3,000	-	0.0%
Interest Revenue	189	493	500	200	500	-	0.0%
TOTAL REVENUES	\$ 381,696	\$ 385,321	\$ 387,500	\$ 387,200	\$ 387,500	\$ -	0.0%
Expenditures:							
Personnel							
Salaries	5,619	5,330	9,500	6,909	9,708	208	2.2%
Benefits	2,379	2,097	4,700	5,030	6,364	1,664	35.4%
Pension Expense	(104)	116	-	-	-	-	0.0%
Total Personnel	7,894	7,543	14,200	11,939	16,072	1,872	13.2%
Street Lighting Utility Fund Continued							
	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Operating							
Postage	15,184	15,638	16,500	16,500	16,500	-	0.0%
Equipment, Supplies, and Maintenance	72,365	80,989	70,000	70,000	70,000	-	0.0%
Electricity	41,165	41,930	50,000	50,000	52,000	2,000	4.0%
Communications/Telephone	-	-	-	7	20	20	0.0%
Administrative Charge	34,000	35,600	41,800	41,800	31,347	(10,453)	-25.0%
Insurance and Surety Bonds	-	-	3,600	3,600	3,600	-	0.0%
Total Operating	162,714	174,157	181,900	181,907	173,467	(8,433)	-4.6%
Debt Service							
Lease Payment to MBA (Interfund)	211,000	211,000	211,000	211,000	211,000	-	0.0%
TOTAL EXPENDITURES	\$ 381,608	\$ 392,700	\$ 407,100	\$ 404,846	\$ 400,539	\$ (6,561)	-1.6%
NET REVENUES OVER/(UNDER) EXPENDITURES	88	(7,379)	(19,600)	(17,646)	(13,039)	6,561	

1 Increase request-Electricity expense.

Position	FY2019	FY2020	Recommended FY2021
Streets and Storm Water Manager	0.00	0.05	0.05
City Treasurer	0.05	0.05	0.05
Finance Clerk	0.05	0.05	0.05
TOTAL STREET LIGHTING FUND	0.10	0.15	0.15

Sanitation Utility Fund							
	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Revenues:							
Sanitation Pickup Fee	931,339	1,025,598	1,140,000	1,140,000	1,254,837	114,837	10.1% 1
Utility Billing Write-Offs	(620)	(22)	(5,000)	(5,000)	(5,000)	-	0.0%
Sanitation Dumpster Fees	18,215	17,480	19,000	19,000	19,000	-	0.0%
Service Charges and Late Fees	7,465	7,933	10,000	10,000	10,000	-	0.0%
Joint Venture in Trans Jordan Gain/Loss	99,139	122,700	-	-	-	-	0.0%
Interest Revenue	2,256	1,558	2,000	300	2,000	-	0.0%
TOTAL REVENUES	\$ 1,057,794	\$ 1,175,247	\$ 1,166,000	\$ 1,164,300	\$ 1,280,837	\$ 114,837	9.8%
Expenditures:							
Personnel							
Salaries	13,803	13,545	15,000	14,469	16,070	1,070	7.1%
Benefits	5,102	4,829	6,100	7,332	8,027	1,927	31.6%
Pension Expense	(246)	277	-	-	-	-	0.0%
Total Personnel	18,659	18,651	21,100	21,801	24,097	2,997	14.2%
Sanitation Utility Fund Continued							
	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Operating							
Postage	10,824	11,268	12,000	12,000	12,000	-	0.0%
Communications and Telephone	5	16	-	21	20	20	0.0%
Landfill Fees	134,505	160,751	160,000	160,000	190,000	30,000	18.8% 2
Waste Disposal Fees	791,403	885,285	605,000	605,000	625,000	20,000	3.3% 3
Bulky Waste Disposal Fees	-	-	95,000	95,000	65,000	(30,000)	-31.6%
Recycling Disposal Fees	-	-	233,000	233,000	245,000	12,000	5.2%
Recycling Tipping Fees	-	-	42,000	42,000	44,000	2,000	4.8%
Administrative Charge (Interfund)	76,000	79,100	88,900	88,900	75,120	(13,780)	-15.5%
Miscellaneous	-	-	300	300	600	300	100.0%
Total Operating	1,012,737	1,136,419	1,236,200	1,236,221	1,256,740	20,540	1.7%
TOTAL EXPENDITURES	\$ 1,031,396	\$ 1,155,070	\$ 1,257,300	\$ 1,258,022	\$ 1,280,837	\$ 23,537	1.9%
NET REVENUES OVER/(UNDER) EXPENDITURES	26,398	20,177	(91,300)	(93,722)	-	91,300	

- 1** Recommended fee increase-10% to \$14.19 base rate.
- 2** Tipping fee increase-\$16 to \$18 per ton.
- 3** ACE Disposal contract-Current price plus CPI increase yearly.

Position	FY2019	FY2020	Recommended FY2021
Public Works Director	0.05	0.05	0.05
Operations Support Supervisor	0.05	0.05	0.05
City Treasurer	0.05	0.05	0.05
Finance Clerk	0.05	0.05	0.05
TOTAL SANITATION FUND	0.20	0.20	0.20

Telecommunications Fund

	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Revenues:							
User Fees	27,193	20,186	27,000	27,118	27,000	-	0.0%
UIA Operations Reimbursement	-	-	40,000	62,055	77,741	37,741	94.4%
Service Charge Fees	70	70	100	100	100	-	0.0%
Interest Earnings	(499)	(1,601)	200	-	-	(200)	-100.0%
Transfer From General Fund	850,000	850,000	850,000	850,000	834,779	(15,221)	-1.8%
TOTAL REVENUES	\$ 876,765	\$ 868,655	\$ 917,300	\$ 939,273	\$ 939,620	\$ 22,320	0.0%
Expenditures:							
Operating							
User Fee Payments to UTOPIA	27,829	20,161	25,700	26,130	25,700	-	0.0%
Debt Service							
UTOPIA Pledge Payments (Debt Service)	861,181	878,404	896,000	896,000	913,920	17,920	2.0%
TOTAL EXPENDITURES	\$ 889,010	\$ 898,565	\$ 921,700	\$ 922,130	\$ 939,620	\$ 17,920	1.9%
NET REVENUES OVER/(UNDER) EXPENDITURES	(12,245)	(29,911)	(4,400)	17,143	-	4,400	

Fleet Internal Service Fund

	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Revenues:							
General Fund Charges for Services - Operations	185,700	155,100	136,200	136,200	140,879	4,679	3.4%
Water Utility Fund Charges for Services - Operations	112,700	63,500	60,200	60,200	62,207	2,007	3.3%
Sewer Utility Fund Charges for Service - Operations	32,400	65,300	61,900	61,900	64,036	2,136	3.5%
Storm Drain Utility Fund Charges for Service - Operations	28,300	89,600	85,000	85,000	87,821	2,821	3.3%
General Fund Charges for Service - Capital	104,700	129,100	152,300	152,300	-	(152,300)	-100.0%
Water Utility Fund Charges for Services - Capital	40,800	47,300	49,100	49,100	60,100	11,000	22.4%
Sewer Utility Fund Charges for Services - Capital	91,700	55,200	55,800	55,800	60,900	5,100	9.1%
Storm Drain Utility Fund Charges for Services - Capital	71,300	72,200	110,300	110,300	117,200	6,900	6.3%
Miscellaneous	300	-	1,500	1,500	1,500	-	0.0%
Insurance Proceeds	-	1,371	10,000	10,000	10,000	-	0.0%
Sale of Fixed Assets	304,887	400,200	266,300	266,300	187,414	(78,886)	-29.6%
Interest Earnings	17,187	19,644	20,000	20,000	20,000	-	0.0%
TOTAL REVENUES	\$ 989,973	\$ 1,098,516	\$ 1,008,600	\$ 1,008,600	\$ 812,057	\$ (196,543)	-19.5%
Expenditures:							
Personnel							
Salaries	114,034	129,877	85,200	108,874	87,843	2,643	3.1%
Overtime	1,454	3,140	3,000	3,000	3,000	-	0.0%
Benefits	41,592	47,954	34,700	54,104	44,801	10,101	29.1%
Pension Expense	(2,634)	2,560	-	-	-	-	0.0%
Uniform Allowance	892	1,611	1,700	1,700	1,700	-	0.0%
Total Personnel	155,338	185,141	124,600	167,678	137,344	12,744	10.2%
Operating							
Subscriptions and Memberships	3,583	1,997	2,000	2,000	2,000	-	0.0%
Travel	2,423	-	2,000	2,000	4,000	2,000	100.0%
Information Technology Equipment (Interfund)	-	2,400	3,800	3,800	2,650	(1,150)	-30.3%
Communications and Telephone	806	960	700	700	700	-	0.0%
Education and Training	1,151	240	2,000	1,000	-	(2,000)	-100.0%
Gasoline	33,095	39,236	40,000	35,000	40,000	-	0.0%
Diesel	11,632	20,821	20,000	20,000	20,000	-	0.0%
Oil	1,541	2,718	3,000	3,000	3,000	-	0.0%
Tires	5,536	9,879	6,000	6,000	6,000	-	0.0%
Parts	26,705	22,368	30,000	25,000	30,000	-	0.0%
Outside Repairs	5,197	19,649	15,000	15,000	15,000	-	0.0%
Shop Supplies	4,843	3,885	5,000	5,000	5,000	-	0.0%
Safety Equipment	-	105	750	750	750	-	0.0%
Operating Lease Expense	17,000	-	-	-	-	-	0.0%
Insurance	115,949	107,376	120,000	105,000	120,000	-	0.0%
Total Operating	229,462	231,633	250,250	224,250	249,100	(1,150)	-0.5%
Capital Projects							
Depreciation Expense	333,218	423,403	-	-	-	-	0.0%
Vehicle Purchases	155,649	158,762	358,900	358,900	195,100	(163,800)	-45.6%
Total Capital Projects	488,867	582,165	358,900	358,900	195,100	(163,800)	-45.6%
TOTAL EXPENDITURES	\$ 873,667	\$ 998,940	\$ 733,750	\$ 750,828	\$ 581,544	\$ (152,206)	-20.7%
NET REVENUES OVER/(UNDER) EXPENDITURES	116,307	99,576	274,850	257,772	230,513	(44,337)	

1 Fleet contributions and replacements deferred one year for the General Fund.

Position	FY2019	FY2020	Recommended FY2021
Public Works Director	0.05	0.05	0.05
Operations Superintendent	0.10	0.10	0.10
Fleet/Facilities Manager	1.00	0.50	0.50
Apprentice Mechanic	1.00	0.80	0.80
TOTAL FLEET FUND	2.15	1.45	1.45

Information Technology Internal Service Fund							
	Actual FY2018	Actual FY2019	Budget FY2020	Estimated FY2020	Recommended FY2021	Difference	Percent Change
Revenues:							
Information Technology Charges - General Fund	40,200	90,200	129,800	129,800	89,797	(40,003)	-30.8%
Information Technology Charges - Redevelopment Agency	3,500	5,100	3,100	3,100	3,612	512	16.5%
Information Technology Charges - Water Utility Fund	5,400	8,100	6,800	6,800	4,179	(2,621)	-38.5%
Information Technology Charges - Sewer Utility Fund	-	3,000	5,700	5,700	4,656	(1,044)	-18.3%
Information Technology Charges - Storm Water Utility Fund	1,800	4,200	5,300	5,300	3,528	(1,772)	-33.4%
Information Technology Charges - Fleet Fund	-	2,400	3,800	3,800	2,650	(1,150)	-30.3%
Sale of Fixed Assets	-	3,543	2,000	2,000	3,500	1,500	75.0%
Interest Earnings	400	943	2,000	2,000	1,300	(700)	-35.0%
TOTAL REVENUES	\$ 51,300	\$ 117,486	\$ 158,500	\$ 158,500	\$ 113,222	\$ (45,278)	-28.6%
Expenditures:							
Personnel							
Salaries	27,170	15,299	19,000	15,417	18,803	(197)	-1.0%
Benefits	175	6,922	8,400	12,689	15,345	6,945	82.7%
Total Personnel	27,345	22,221	27,400	28,106	34,148	6,748	24.6%
Operating							
Communications and Telephone	-	155	-	143	161	161	0.0%
Capital Projects							
Hardware	27,883	24,237	31,000	31,000	63,500	32,500	104.8%
Software	-	28,879	30,000	30,000	30,225	225	0.8%
Infrastructure	-	4,938	29,000	29,000	32,813	3,813	13.1%
Phone System	-	3,475	4,500	4,500	6,144	1,644	36.5%
Depreciation Expense	-	84	-	-	-	-	0.0%
Total Capital Projects	27,883	61,613	94,500	94,500	132,682	38,182	40.4%
TOTAL EXPENDITURES	\$ 55,228	\$ 83,989	\$ 121,900	\$ 122,749	\$ 166,991	\$ 45,091	37.0%
NET REVENUES OVER/(UNDER) EXPENDITURES	(3,927)	33,497	36,600	35,751	(53,769)	(90,369)	

	FY2019	FY2020	Recommended FY2021
Position			
Information Technology Technician	0.40	0.40	0.40
TOTAL INFO TECHNOLOGY INTERNAL SERVICE FUND	0.40	0.40	0.40

Budgeted FTE Equivalent by Fiscal Year			
	FY2019	FY2020	Recommended FY2021
General Fund			
General Government			
Mayor/City Council*	3.00	3.00	3.00
Administration	3.00	4.00	3.00
Communications	0.00	0.00	1.00
Human Resources	1.00	1.00	1.00
City Recorder	2.00	2.00	2.00
Comm/Intergov Relations	1.00	1.00	1.00
City Attorney	4.00	4.00	4.00
Total General Government	14.00	15.00	15.00
Administrative Services			
Administrative Services Admin	1.00	1.00	1.00
Finance	3.35	3.35	3.35
Court	9.00	8.72	8.72
Information Technology	2.60	3.60	3.60
Total Administrative Services	15.95	16.67	16.67
Public Works			
PW Admin	1.98	1.85	1.85
Streets	5.50	5.45	5.45
Building & Grounds	3.00	3.70	3.70
Parks & Cemetery	2.55	2.55	2.55
Total Public Works	13.03	13.55	13.55
Community Development			
Community Development Admin	4.50	4.00	6.00
Planning	3.00	3.00	3.00
Code Enforcement	2.00	0.00	0.00
Business Licensing	1.00	2.00	0.00
Engineering	1.10	1.45	1.45
Total Community Development	11.60	10.45	10.45
Total General Fund	54.58	55.67	55.67
Redevelopment Agency Operations	3.50	4.00	4.00
	FY2019	FY2020	Recommended FY2021
Enterprise Funds			
Water	9.80	11.55	11.90
Sewer	4.80	6.55	6.55
Storm Water	8.60	8.75	8.40
Street Lighting	0.10	0.15	0.15
Sanitation	0.20	0.20	0.20
Total Enterprise Funds	23.50	27.20	27.20

Budgeted FTE Equivalent by Fiscal Year			
	FY2019	FY2020	Recommended FY2021
Internal Service Funds			
Fleet	2.15	1.45	1.45
Information Technology	0.40	0.40	0.40
Total Internal Service Funds	2.55	1.85	1.85
TOTAL CITY-WIDE FULL-TIME EQUIVALENT	84.13	88.72	88.72

*The Mayor and City Council's compensation is not dependent on number of hours worked. Therefore, each Mayor and City Council member has been counted as 0.5 FTE on this schedule.

**MIDVALE CITY, UTAH
RESOLUTION NO. 2020-R-20**

**A RESOLUTION ADOPTING THE TENTATIVE OPERATING AND CAPITAL
BUDGETS FOR MIDVALE CITY, STATE OF UTAH, FOR THE FISCAL YEAR 2021.**

WHEREAS, State law requires the filing of a tentative budget for each municipality located within the State of Utah; and

WHEREAS, the tentative budget complies with the requirements set out in U.A.C. § 10-6-111; and

WHEREAS, the budget shall be reviewed, considered, and tentatively adopted by the governing body and may be amended or revised in such manner as is considered advisable prior to final adoption.

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

SECTION ONE: That Midvale City, a municipal corporation, hereby adopts the following tentative budgets for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

1. General Fund, Section 10-6-109, UCA
2. Capital Projects Fund, Section 10-6-109, UCA
3. Public Utilities Fund (Water and Sewer), Section 10-6-135, UCA
4. Storm Water Utility Fund, Section 10-6-135, UCA
5. Street Lighting Fund, Section 10-6-135, UCA
6. Sanitation Fund, Section 10-6-135, UCA
7. Telecommunications Fund 10-6-135, UCA
8. Fleet Management Fund, Section 10-6-135, UCA
9. Information Technology Fund, Section 10-6-135, UCA

SECTION TWO: That this Resolution shall become effective immediately upon the passage thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF MIDVALE CITY, STATE OF UTAH, this 5th day of May 2020.

Robert M. Hale, Mayor

BUDGET OFFICER CERTIFICATION:

ATTEST:

Kane Loader, Budget Officer

Rori L. Andreason, MMC
Midvale City Recorder

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



MIDVALE CITY
CITY COUNCIL BUDGET RETREAT
Minutes
Tuesday, April 14, 2020
Electronic Meeting

MAYOR: Robert Hale

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

STAFF: Kane Loader, City Manager; Matt Dahl, Assistant City Manager; Nate Rockwood, Community Development Director; Kyle Maurer, Administrative Services Director; Rori Andreason, H.R. Director/City Recorder; Lisa Garner, City Attorney; Glen Kennedy, Public Works Director; Alan Hoyne, Operations Superintendent; Levi McNeill, Fleet/Facilities Manager; Roland Garcia, Streets/Storm Water Manager; Curtis Nielsen, Public Utilities Manager; Andrea Andreason, Operations Support Supervisor; Cody Hill, Redevelopment Agency Manager; Christopher Butte, Economic Development Director; Laura Magness, Communications Specialist; Chief Randy Thomas, UPD; Jason Mazuran, Deputy Sheriff, UPD; Lisa Dudley, CFO for UPD; Jake Shepherd, Network Administrator; Juan Rosario, IT Tech; and Matt Pierce, IT Manager.

Kane Loader welcomed everyone at 2:00 p.m.

I. DISCUSSION ITEM

A. FISCAL YEAR 2021 BUDGET

Staff reviewed the budget process, key issues for the FY 2021 budget. The Council and staff discussed the Unified Police Department budget increase at great length. A budget deficit was discussed due to the COVID19 and loss of revenue. Each department reviewed specifics regarding budget needs only for the upcoming budget. Any market adjustments or merit increases are on hold for FY2021 unless the market improves. An economic development report was presented as well as a Redevelopment Agency report. Capital projects and operating budgets were also discussed. The Council discussed using fund balance to cover the revenue shortfall for FY2021.

II. ADJOURN

The meeting adjourned at 7:30 p.m.

Rori L. Andreason, MMC
CITY RECORDER

Approved this 5th day of May 2020



COUNCIL MEETING *Minutes*

Tuesday April 21, 2020
Electronic Meeting

MAYOR: Mayor Robert M. Hale

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

STAFF: Kane Loader, City Manager; Matt Dahl, Asst. City Manager; Rori Andreason, HR Director/City Recorder; Lisa Garner, City Attorney; Glen Kennedy, PW Director; Laura Magness, Communications Director; Kyle Maurer, Administrative Services Director; Nate Rockwood, CD Director; Alex Murphy, City Planner; Chief Randy Thomas, UPD; Chief Brad Larson, UFA; and Juan Rosario, Systems Administrator.

WORKSHOP at 5:30 PM

A. FOLLOW UP TO FY2021 BUDGET DISCUSSION

The Mayor and Council discussed the Unified Police Department's proposed budget increase to Midvale City.

Deputy Sheriff Jason Mazuran, Chief Randy Thomas, and Lisa Dudley, Chief Financial Officer, discussed the formula that creates the proposed budget as well as what the increase entails. The proposed budget included a market and merit increase for officers.

Council Member Bryant Brown said he would like the UPD Chief Financial Officer to attend Council meetings during the year to explain where the City is with the budget so there are no surprises at budget time.

Council Member Dustin Gettel said he would like to see the number budgeted; where the City falls in comparison to the budget; and then what the Council should be looking at for the next year.

Lisa Dudley explained the budget process.

Council Member Paul Glover reiterated what Riverton and Taylorsville said regarding concerns with UPD governance. The vote of the Board members needs to be weighted

by those that pay the most for the services. He does not want to have to threaten to leave every year. If UPD continues to be operated the way it is, it will fall apart. Council Member Bryant Brown agreed with Council Member Glover and has concerns with our partnership with UPD.

Council Member Paul Glover said with the Coronavirus and the situation, taxes cannot be raised and UPD needs to make sacrifices just as the cities are.

Council Member Dustin Gettel and Quinn Sperry said this is a question as to whether the City can afford the cost increases with UPD. UPD is great but at what point is the cost outweighing the benefit that the residents are paying for.

Kane Loader said at that point, he is able to budget for the proposed UPD increase, which will be discussed at further length during the meeting. The City Journal has offered to lower the yearly amount to keep us. He suggested canceling the Harvest Days celebration but keeping \$10,000 in the budget for some kind of city celebration dependent upon the gathering restrictions at that time.

B. SOLID WASTE PROGRAM AND BUDGET OPTIONS

Glen Kennedy said to continue providing basic solid waste services to Midvale's customers, Midvale City's sanitation funds is in a situation where rates need to be raised, or sanitation services need to be reduced to a level that the current sanitation fee rates can support. He discussed the following options:

1. Move to a once a month curbside recycle pickup, discontinue the curbside bulky waste program and implement the neighborhood dumpster rental program with a \$20 rental fee. This option most closely meets all four criteria considerations.

*** It should be noted that if we were to make no changes to any programs (status quo) the rate increases would be the same with slightly less contribution to fund balance***

		2021	2022	2023	2024	2025
Recycle Once a Month Pickup w/ 20\$ Dumpster Program	Fund Balance	\$44,969	\$64,518	492,178	\$111,410	\$141,707
	% Increase	15%	5%	5%	5%	5%
	Garbage Base Rate	\$14.84	\$15.58	\$16.36	\$17.18	\$18.04
	\$ Impact/Month	\$1.94	\$0.074	\$0.078	\$0.082	\$0.086

2. Move twice a month recycling pick-up, eliminate weekly curbside bulky and have two curbside bulky events each year – spring and fall. This option does not meet storm water regs but is less of a violation as it is twice a year verses monthly. In addition, here is not an option to move to a twice a year bulky program and a

once a month recycle program as ACE would need to up the costs of our weekly garbage fees due to the effects on their operations.

Council Member Bryant Brown said in light of what's happening in the world with the pandemic, he would prefer to leave everything the same for one more year.

The Council discussed a few different options. Glen Kennedy said he would recommend doing away with the recycling for a couple of years, then reintroduce it and do it right. He said he would bring back information at the next meeting.

Council Member Paul Glover agreed.

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

I. GENERAL BUSINESS

A. WELCOME AND PLEDGE OF ALLEGIANCE

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

C. UNIFIED POLICE & UNIFIED FIRE DEPARTMENT REPORTS

Chief Randy Thomas said last week was National Telecommuter's Week. He recognized the telecommuters for the great job they do. To date, there are no confirmed Covid-19 cases at the Midvale Precinct. The family shelter tested all of the residents and staff. One staff member did test positive, but no residents tested positive. Protective measures have been taken for the staff member. Domestic violence calls have seen a slight increase. The park overtime shifts are still going until told otherwise by the Mayor and City.

Council Member Paul Glover asked about the traffic control.

Chief Randy said they are seeing less traffic volume but seeing more pedestrian traffic. He said he's noticed some traffic speeds increasing but due to the safety of the officers, citations have dropped significantly.

Chief Brad Larson reviewed the UFA quarterly reports with the Council. Early on they set up an internal task force to maintain the quality of service during the COVID-19 pandemic. They collaborate every day with the County, Health Dept., CDC, and State officials. They have tested 30 staff members for the COVID-19 virus, with only one staff member testing positive. That individual has since recovered and is now back to work. Conferences, events, and fire school all have been cancelled and/or rescheduled for next year. The Magna earthquake happened during a shift change. There were 1,200 calls in a five hour period. Kennecott had a leak that crews responded to. The Utah Task force did a damage assessment after the earthquake. The old Magna station was damaged. Midvale stations 125 and 126 had minor damages. He invited everyone to visit the UFA Facebook page to obtain more information.

Mayor Hale thanked the United Fire Authority for their response to the earthquake and COVID-19.

D. SALT LAKE COUNTY ANIMAL CONTROL REPORT

Carrie Sibert, S L County Animal Services reported to the Council the Animal Control Services 2019 Annual Report highlights, agency statistics, contract statistics, field statistics, and general funded programs.

Council Member Dustin Gettel asked what the call volume this year is compared to last year.

Ms. Sibert said there has been a little bit of a shift since the COVID-19. Many of the staff are working from home. They still have officers out responding to high priority calls, but the stats this year will probably be very different from a normal year.

Kane Loader said being on the Board has given him a new respect for Carrie and her staff. They really have a great love for the animals and give great care.

Ms. Sibert said some of their staff is currently helping the County Health Department.

E. PROCLAMATION DECLARING April 2020 AS CHILD ABUSE PREVENTION MONTH

Proclamation declaring April 2020 as Child Abuse Prevention Month was read by Mayor Hale into record.

II. PUBLIC COMMENTS

There was no one who desired to speak.

III. COUNCIL REPORTS

A. Council Member Dustin Gettel – asked how the city will proceed with reopening the city.

Kane Loader said he will be discussing this with staff in the morning. He has asked the department directors to look at a transition plan to get back to work on Monday May 4th and be open to public. They are still looking for those people who can telecommute from home effectively. He will be discussing how to protect employees at city hall as well as how to deal with the public and protection as they come into city hall. An email will be sent to the Council regarding this issue at the end of this week.

Council Member Dustin Gettel said there may be some staff uncomfortable with coming back to city hall as of yet. He asked that this be taken into account, and not make anyone come back who is uncomfortable or who has medical issues.

Kane Loader said yes, he will take that into consideration.

Council Member Dustin Gettel said there are some safety concerns with the bridge on the Jordan River trail. He asked if it would be replaced this year?

Matt Dahl said yes, it's supposed to be replaced. He will get with West Jordan and report back.

Council Member Dustin Gettel thanked Patrick O'Brien for the update on the homeless shelter.

B. Council Member Quinn Sperry – asked if UDOT is going to have a dedicated right turn lane at the intersection of 900 East South Union Avenue turning north?

Keith Ludwig said he did ask UDOT to look at that. He will follow up with them.

C. Council Member Heidi Robinson – had nothing to report.

D. Council Member Paul Glover – said he attended the Mosquito Abatement meeting. They are starting to prepare for the mosquitoes. They are an essential business.

E. Council Member Bryant Brown – said he would like to have more discussion regarding UPD. He said he had a huge issue with them always fund balance to balance their budget with no plan to fix it. It is clear there will be a huge increase. He said the Council needs to handle this now, so they don't have a massive increase down the road. On all the UPD reports Midvale is in the middle on the scales on just about everything except for the officers. According to a pay study they received, Midvale officers are paid lower than Murray City and other cities. The City needs to have a real discussion about this, and he would prefer to have a study done. Personally, he said he does not want to be with UPD if they can't fulfill requirements such as a mandatory no higher than a 5% increase each year. The whole idea is to save money on pooled services in order to spend money on other things. They need to come to the city and council with a clear definition of how our money is being spent. He said he does not agree with how the three million is divided up and cannot justify to our constituents how their tax money is being spent. Half of our money goes out to the precinct that the county utilizes. He said the county needs to be paying more.

Kane Loader said this issue would be discussed during the budget process with additional time scheduled for more discussion. Obviously, they will try and hold on to the increase. He said he agreed with Council Member Bryant Brown regarding dipping into savings to pay this every year. He would like to get Kyle Maurer more involved because he has a greater understanding of government financing. The 20% the county is charged has no basis. They have tried to figure out a better way for the pooled services but it's difficult to do with the budget they have. He said he would try to get answers for their questions.

Council Member Bryant Brown said he can't vote on a budget where he doesn't know where our money is going. Under our current situation, he cannot vote for this. He said he did not feel UPD is giving the City the level of respect they should be.

Council Member Dustin Gettel said he'd like to discuss issuing a letter of intent to withdraw from UPD in an upcoming budget discussion.

IV. MAYOR REPORT

Mayor Robert Hale – said he had attended virtual meetings regarding COVID-19 with city and state leaders. UFA is going to increase their taxation by 2% , which will go before the finance committee on May 7th. UFSA is going to increase their property tax 3.03%. The Town of Alta has served notice they are moving from UFA to UFSA on January 1st. Riverton City served notice that one year from now will withdraw from USFA and start their own fire district. That will mess with the UFA and USFA budget numbers so they will have to be re-worked. The fire station rebuild needs to be discussed further. Station 125 is one of the 5 stations to be rebuilt, but it may be delayed for one more year.

Council Member Bryant Brown asked about the height of Station 125 having a ladder truck available at that station.

Chief Brad Larson said to follow up on ladder truck for Station 125, they try to strategically locate the ladder trucks in the response areas. It is difficult to have a ladder truck in every station. Station 110 has a ladder truck that is used by Station 125.

V. CITY MANAGER REPORT

Kane Loader said the state legislature is holding special session and is mainly focused on the COVID-19 pandemic. He has not yet heard of any federal funding for cities to offset any losses. However, the state is involved with the Utah League of Cities and Towns who will keep us informed of updates. The cities are hurt just like the business are. Fund balance will help to get us through this. However, if this goes on for much longer, he is not sure there is enough fund balance to cover losses.

Matt Dahl reported the TransJordan Landfill is opening to the public with some additional precautions taken to keep employees and the public safe. No cash will be accepted and social distancing will be required to all areas of the landfill.

VI. DEPARTMENT REPORTS

A. COMMUNITY DEVELOPMENT/RDA REPORT

Nate Rockwood reported on the first quarter stats on building inspections, business licensing, and building applications.

B. ADMIN SERVICES REPORT

Kyle Maurer reported on the following:

FY2021 Budget Snap Shot Revenues:

Sales Tax-8% drop • Class C Road-21% drop • Transient Room Tax-37% drop

- OVERALL DECREASE-\$1,000,000 (5%)

General Fund Revenue:

Property Tax –Assumes GO Bond recapture (\$403,295) and CPI increase (\$52,290).

Sales Tax –8% Reduction

Transient Room –37% Reduction

Class C Road –21% Reduction

General Fund Revenue:

Administrative Fees –5% Increase

Interest Income –75% Decrease (Spend Down of Bond Proceeds)

FY2021 Budget Snapshot-Expenditures

Budgets held “flat” from previous year.

- Departments submitted budget reductions -\$66,000.
- FY2020 salary increases/staffing changes -\$293,000.
- Insurance increases -\$67,000.
- Potential UPD increase -\$457,205.
- Non-discretionary increases -\$600,205.

BUDGET REQUESTS NOT RECOMMENDED FOR FUNDING -\$1,500,000

FY2021 Nondiscretionary Increases

Department	Description	Amount
Attorney	eProsecutor Software (Mandatory Switch) (Ongoing)	\$3600.00
Communications	Newsletter Cost Increase (Ongoing)	\$2400.00
Communications	Marquee Sign Files and Maintenance (Ongoing)	\$3200.00
Admin Services	Server Licensing (at End of Life) (One Time)	\$39,500
Public Safety	UPD Potential increase (5.3%)	457,205
Public Works	UPD Building Boiler Replacement (One Time)	\$25,000
Public Works	Parks Contract Labor Increase (Ongoing)	\$27,000
Public Works	Main Park Tree Maintenance (One-Time)	\$36,000
Streets	Electricity and Signal Maintenance Increases (ongoing)	\$6,300
TOTAL		\$600,205

General Fund Expenditures

EXPENDITURE INCREASES:

Communications -\$2,400 Newsletter.

Communications -\$2,800 Marquee Sign and Maintenance.

City Attorney –\$3,600 – eProsecutor Software (Mandatory Switch).

Grants -\$40,000 B&G Club, \$30,000 Arts Council, \$40,000 CBC.

Public Safety -\$457,205 (5.3%).

Info Tech -\$39,500 –Licensing (Server & SQL)
Streets -\$6,300 Electricity & Signal Maintenance.
Building -\$25,000 –UPD Boiler Replacement.
Parks -\$27,000 –Maintenance Contract. Parks -\$36,000 –Tree Maintenance.

General Fund Balance Projection

- Current fund balance -\$3.8 million (17%)
- CurrentFY2021useoffundbalance-\$550,000
- Balance after FY2021 use of fund balance -\$3.2 million (16%)
- Amount above financial policy minimum -\$221,000
- Amount above state minimum-\$2.2million

Items to consider:

- Funds to cushion City if downturn is extended.
- If City considers forming own Police department–Startup funds.

All Capital Project Requests Deferred

Exception –Transportation Sales Tax
\$100,000 –Sidewalk, Curb, and Gutter Replacements
\$516,378 –Pavement Management

Water Fund Revenues

No water rate increase proposed.

- Rate study proposed for early FY2021.

Water Funds Expenses – Operating EXPENDITURE INCREASES:

\$15,000 –Overtime increase.
\$65,800 –Hydrants, valves, inventory increase.
\$60,914–Increase needed for meter replacement program (year 2).
\$75,300 –Jordan Valley Water Wholesale increase (8.6%).
Water rate study budgeted in FY2020.

Water Fund Expenses - Capital EXPENDITURE INCREASES:

\$100,000 –Utility truck request.
\$350,000 –Chlorination system.

Sewer Fund Revenues

No sewer rate increase proposed.

- Rate study proposed in expenses.

Sewer Fund Operating Expenses EXPENDITURE INCREASES:

\$13,000 –Increase in electricity expense.
\$25,000 –Fee rate study.

Sewer Fund Capital Expenses

\$100,000 –Sewer line replacement.
\$5,000 –SCADA operating expense.

Storm Water Fund Revenues

No sewer rate increase proposed.

- Rate study proposed in expenses.

Storm Water Operating Expenses

EXPENDITURE INCREASES:

\$75,000 –Master Plan update and fee study.

Storm Water Capital Expenses

\$100,000 –Capital projects.

Street Lighting Fund

No user charge rate increase proposed.

\$2,000 –Electricity increase.

Payment to MBA (debt service) continues until FY2024.

Telecommunications Fund

\$77,741 –Operating expense reimbursement.

\$913,920 –UTOPIA pledge payments (2%).

Fleet Internal Service Fund Revenues

General Fund replacement charges delayed one year (\$152,300).

Fleet Internal Service Fund Expenses

General Fund vehicle replacements delayed one year.

Replacements:

- Ford F150 (\$30,000) (Water)
- Caterpillar Loader (\$165,000) (Streets)
- Salvage value=Replacement cost

Information Technology IS Fund

Fund accounts for replacements of computer technology and IT infrastructure.

Municipal Building Authority

Debt service on 2012 MBA Lease Revenue Bonds (City Hall, street lighting, park improvements)

MOTION: Council Member Dustin Gettel MOVED to open a public hearing. The motion was **SECONDED** by Council Member Bryant Brown. Mayor Hale called for discussion on the motion. There being none, he called for a vote. The motion passed unanimous.

VII. PUBLIC HEARINGS

A. CONSIDER ORDINANCE NO. 2020-R-06 AMENDING SECTION 17-7-16.2 OF THE MIDVALE CITY MUNICIPAL CODE; ALSO PROVIDING A SAVING CLAUSE AND AN EFFECTIVE DATE FOR THE ORDINANCE

Jana Ward said Midvale City Staff is proposing a text amendment to add “Special Service District Facility for Water” and “Special Service District” defined by Utah Code. The purpose of the Public Facilities Overlay Zone is to:

“Provide for locations and appropriate standards for a range of public uses conducted by governmental and specified agencies. These uses are operated for the benefit of the community and provide basic services and essential support services for the community. Because of the nature of these uses, they are generally not identified with any specific zone district, having the need to locate in areas that best serve the community. The overlay zone allows the city council, through its legislative discretion, to provide for areas in which to locate public facilities to best support the community in a cost effective and efficient manner. It is the intent of this overlay to protect neighboring private uses from incompatible public uses and ensure the impacts associated with the public uses are appropriately mitigated.”

Utah Code defines a special service district as “a limited purpose local government entity” and provides the parameters under which it must operate. Special Service Districts for water and sewer that serve Midvale include: Midvalley Improvement District, Sandy Suburban Improvement District, and South Valley Water Reclamation. The proposed text amendment will allow these entities the ability to use the ability to use the Public Facilities Overlay Zone for new development within existing or new operating sites within Midvale under the legislative discretion of the City Council.

Staff has prepared a text amendment for the Council to consider the adds “Special Service District Facility for Water” and “Special Service District Facility for Sewer” as allowable uses in Section 17-7-16.2, the use list for the Public Facilities Overlay. No other changes are proposed.

The Planning Commission held a public hearing on the proposed changes on March 11, 2020 and forwarded a positive recommendation to the Council regarding the proposed language.

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

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

ACTION: ADOPT ORDINANCE NO. 2020-O-06 AMENDING SECTION 17-7-16.2 OF THE MIDVALE CITY MUNICIPAL CODE; ALSO

PROVIDING A SAVING CLAUSE AND AN EFFECTIVE DATE FOR THE ORDINANCE

MOTION: Council Member Dustin Gettel MOVED to adopt Ordinance No. 2020-O-06 amending the types of public facilities in Chapter 17-7-16 of the Midvale City Municipal Code. 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 Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

MOTION: Council Member Bryant Brown MOVED to open a public hearing. The motion was **SECONDED** by Council Member Heidi Robinson. Mayor Hale called for discussion on the motion. There being none, he called for a vote. The motion passed unanimous.

B. CONSIDER ORDINANCE NO. 2020-O-07 REZONE APPROXIMATELY 1.5 ACRES LOCATED AT 150-160 EAST 7800 SOUTH TO ADD PUBLIC FACILITIES OVERLAY TO THE EXISTING TRANSIT ORIENTED DEVELOPMENT (TOD) ZONE

Jana Ward said Midvalley Improvement District (MID) is a special service district that was organized for the purpose of constructing and maintaining the area's sewer system. The purpose of the district is to provide public sanitary sewer collection and conveyance services to the residents within boundaries of the district which covers the area east of the Trax line to approximately 1100 East and approximately South of I-215 to 8400 S.

Its main operations facility is located at 150-160 E 7800 S. MID is proposing to make some improvements to this facility. These improvements are intended to create safer access from 7800 S and a better circulation pattern for the District's large vehicles and the public's RV's and trailers when utilizing the RV dump station on site. This proposal does not expand the current 1.5-acre land area of the MID's existing facility but relocates and expands a carport structure so it is within 5 feet of the east property line, redesigns the access and circulation through the site by widening the west driveway access from 26 to 40 feet, and makes the 3 access points off of 7800 S one-way.

The MID property is currently zoned Transit Oriented Development (TOD). The existing use and development of the property predates the current zoning ordinance and is considered non-conforming under the TOD zone. It is not similar to other TOD type developments and is more characteristic of the specific public facility that it is. Because of this and the specific community function this facility serves, the request is being made to rezone this property to include the Public Facilities Overlay and to approve the

proposed site plan allowing the following changes to the existing site. These changes will allow the facility to operate more effectively and in a safer fashion:

- Construction of a relocated carport with a 5-foot setback from the east property line. The TOD Zone requires a 15-foot landscaped buffer because the east property line is adjacent to a single-family residential zone.
- Allowing the existing two-foot retaining wall with 6-foot chain link fence along the east property line to remain. The TOD Zone requires a 7-foot high screening fence adjacent to a single-family residential zone.
- Widening the functioning west driveway on 7800 S from 26 feet to 40 feet and making the driveways one-way. The TOD Zone limits one-way drive widths to 20 feet.

In order to consider a rezone of the property to include the Public Facilities Overlay, a site plan is required to be reviewed in conjunction with the proposed rezone application. The intent of the Public Facilities Overlay is to allow specific public facilities to be located and developed to best support the community in a cost effective and efficient manner, while ensuring the impacts associated with the public facility are appropriately mitigated. The required findings for this type of proposal include the following:

- A. There is a demonstrated need for the public facility within the community at large and it is not contrary to the public interest.
 - B. The public facility is consistent with the goals and policies of the general plan and applicable ordinances of the city where feasible.
 - C. The public facility is located, planned and developed in such a manner that it is not inconsistent with the health, safety or general welfare of persons residing or working in the city. This includes, but is not limited to the following:
 1. The generation of noise, noxious or offensive emissions, or other nuisances which may be injurious or detrimental to the surrounding area.
 2. The availability of public services to support the public facility, including utilities; vehicular, pedestrian and public transit systems; police; fire; education; and social and health services.
1. The adequacy of landscaping, screening and buffering, building setbacks, parking, open space, or other development characteristics necessary to mitigate the impact of the public facility on neighboring properties.
 2. Proposed public facilities which exceed the bulk, height, density, or other use standards in the underlying zone must demonstrate such variances are essential to the function or operation of such facility. The development standards of the underlying zone and adjacent development shall be utilized where feasible.

This property has functioned as MID's operation facility for many years. The use of the property is not proposed to change from what is existing today. The existing access and vehicular circulation on the site, however, are inadequate for the large service trucks entering the property as well as the public bringing in RVs and trailers to utilize the RV

dump station. Trucks and RV's/trailers are forced into oncoming traffic to make the right turn into the facility because the existing accesses are too narrow. In addition, the existing carport structures are continually being damaged from RVs and trailers running into the structures because of the tight space and no clear direction when entering the site. By moving the carport structures and creating clear one-way accesses as proposed, more area is provided for the public to maneuver RV's and trailers within the property. This proposal provides MID with an opportunity to create a safer environment for MID's employees and the public.

The City Engineer has reviewed the proposed widened access and is supportive of the change provided the westernmost curb cut is eliminated and replaced with high back curb as part of the site improvements. Staff believes any potential impact to existing single-family residential properties to the east with the proposed reduced landscape buffer and allowing the existing chain link fence to remain is eliminated by the 65-foot wide canal located between the MID east property line and the existing single-family residential lots.

The items the City Council must specifically discuss and determine if they are warranted and do not negatively affect the surrounding area include the following:

1. The reduced landscaped buffer, including the retention of the existing 6-foot high chain link fence, adjacent to the single-family residential zone along the east property line.
2. The widened access drive along 7800 South to accommodate large vehicles.

GENERAL PLAN CONSIDERATIONS:

The 2016 Midvale City General Plan locates the subject properties in a Stability Area, just east of the border of the Middle State Street Opportunity Area. The proposal to rezone the subject properties to add the Public Facilities Overlay to the existing Transit Oriented Development (TOD) zone is generally supported by the General Plan. The proposal does not change the intensity of the land use.

The General Plan states that:

"In Stability Areas, the current overall land use mix is desirable and preservation of these areas' character and function is the desired future condition. These areas are nearly fully developed and have little foreseeable change in the types or intensity of land uses in the future.

PLANNING COMMISSION RECOMMENDATION:

Section 17-3-1 of the Midvale City Municipal Code requires the Planning Commission hold a public hearing and adopt a written recommendation to the City Council, advising the City Council to approval, disapprove, or modify a request on all zoning map amendments.

The Planning Commission reviewed this rezone request and conducted a public hearing on March 11, 2020. The Planning Commission reviewed the submitted information and public comment before deciding to recommend approval of the rezone request with the following motion:

“Based on compliance with Chapter 17-7-16 of the Midvale City Municipal Code, subject to the Midvale City Council adopting text amendment TXT-20-01, I move that we forward a positive recommendation to the Midvale City Council for approval of the proposed rezone of 150-160 E 7800 S to include the Public Facilities Overlay Zone and preliminary site plan for the Midvalley Improvement District facility with the following modifications, findings, and conditions.”

Allowed modifications pursuant to the Public Facilities Overlay Zone:

- 1. Construction of a relocated carport with a 5-foot setback from the east property line.*

Allowing the existing two-foot retaining wall with 6-foot chain link fence along the east property line

- 2. Widening the functioning west driveway on 7800 S from 26 feet to 40 feet and making the driveways one-way.*

Findings:

- 1. There is a demonstrated need for the public facility within the community at large and it is not contrary to the public interest.*
- 2. The public facility is consistent with the goals and policies of the general plan and applicable ordinances of the city where feasible.*
- 3. The public facility is located, planned and developed in such a manner that it is not inconsistent with the health, safety or general welfare of persons residing or working in the city.*

Conditions:

- 1. This recommendation is subject to the Midvale City Council approving text amendment TXT-20-01.*
- 2. The westernmost curb cut along 7800 S shall be eliminated and replaced with high back curb as part of the site improvements.*
- 3. A final site plan application shall be submitted for review and approval by the City Engineer, Fire Marshal, and City Planner prior to any work commencing on site.*
- 4. The three parcels comprising the MID site shall be consolidated into one parcel prior to final site plan approval.*

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

MOTION: Council Member Quinn Sperry MOVED to close the 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 a vote. The motion passed unanimous.

ACTION: ADOPT ORDINANCE NO. 2020-O-07 REZONING 150-160 EAST 7800 SOUTH TO ADD THE PUBLIC FACILITIES OVERLAY ZONE AND PRELIMINARY SITE PLAN

MOTION: Council Member Quinn Sperry MOVED based on compliance with Chapter 17-7-16 of the Midvale City Municipal Code, I move that we adopt Ordinance No. 2020-O-07 rezoning 150-160 East 7800 South to add the Public Facilities Overlay Zone and preliminary site plan allowing the following modifications to the Midvalley Improvement District facility with the following findings and conditions:

Findings:

1. There is a demonstrated need for the public facility within the community at large and it is not contrary to the public interest.
2. The public facility is consistent with the goals and policies of the general plan and applicable ordinances of the city where feasible.
3. The public facility is located, planned and developed in such a manner that it is not inconsistent with the health, safety or general welfare of persons residing or working in the city.

Conditions:

1. This approval includes the following allowed modifications pursuant to the Public Facilities Overlay
 - a. Construction of a relocated carport with a 5' setback from the east property line;
 - b. Allowing the existing 2-foot retaining wall with 6-foot chain link fence along the east property line to remain; and
 - c. Widening the functioning west driveway on 7800 South from 26 feet to 40 feet and making the driveway one way.
2. The westernmost curb cut along 7800 S shall be eliminated and replaced with high back curb as part of the site improvements.
3. A final site plan application Fire Marshal, and Planning Staff prior to any work commencing on site.
4. The three parcels comprising the MID site shall be consolidated into one parcel prior to final site plan approval.

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	Aye
Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

VIII. CONSENT AGENDA

A. CONSIDER MINUTES OF MARCH 24, 2020

B. SET DATE AND TIME [MAY 5, 2020 AT 7:00 P.M.] FOR A PUBLIC HEARING CONCERNING THE FY2021 TENTATIVE BUDGET STARTING JULY 1, 2020 AND ENDING JUNE 30, 2021

MOTION: Council Member Paul Glover MOVED to approve the Consent Agenda. 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 Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

IX. ACTION ITEMS

A. CONSIDER RESOLUTION NO. 2020-R-17 ADOPTING THE 2019 SALT LAKE COUNTY HAZARD MITIGATION PLAN

Julie Harvey said the purpose adoption of the 2019 Salt Lake County Hazard Mitigation Plan to ensure that Midvale City is in compliance with Disaster Mitigation Act of 2000.

To develop and produce the 2019 Salt Lake County Hazard Mitigation Plan 24 jurisdictions located within Salt Lake County (23 cities/towns/townships and Salt Lake County itself) agreed to participate in the plan. Planning teams were created, with public works departments, universities, GIS specialists, city administrators, emergency managers, and the public involved with the process and development of the plan. Salt Lake County Emergency Management (SLCo EM) completed the updated plan with a contractor's (Integrated Solutions Consulting, Inc.) assistance.

Salt Lake County and all participating jurisdictions, coupled with their respective citizens, stakeholders, and partner agencies, prepared this local hazard mitigation plan with the goal of guiding hazard mitigation planning in reducing the casualties and costs of natural disasters by providing comprehensive hazard identification, risk assessment, capability and vulnerability analysis, mitigation strategies, and an implementation schedule. This plan demonstrates the community's commitment to reducing risks from hazards and serves as a tool to help decision makers direct mitigation activities and resources. This plan was also developed to make Salt Lake County and participating jurisdictions eligible for certain federal disaster assistance, specifically, the Federal Emergency Management

Agency's (FEMA) Hazard Mitigation Grant Program and Pre-Disaster Mitigation Program, and to earn points for the National Flood Insurance Program's Community Rating System and (CRS), which could lower flood insurance premiums in CRS communities.

Local mitigation plans are required to be updated every five years. This plan will be an update to the 2015 Salt Lake County Multi-Jurisdictional Multi-Hazard Mitigation Plan. The Mitigation Plan is a collaborative effort which will serve all of Salt Lake County, including each of the participating jurisdictions, as well as special service districts within the county. The revision of this plan supports the State Hazard Mitigation Plan mission, which is "to permanently reduce the region's vulnerability to natural hazards."

The Plan is intended to promote sound public policy and protect or reduce the vulnerability of the citizens, critical facilities, infrastructure, private property and the natural environment within the region. The framework of this plan will now serve as a tool to guide, plan, and allocate resources across multi-jurisdictional boundaries. It will assist jurisdictions in making good assessments of their resilience to disasters and disruptions. It will serve as a guide to prioritize mitigation and preparedness efforts, allocate funding and guide development in innovative ways and to effectively utilize and share scarce resources. It is a representation of the county's commitment to reduce risks from natural hazards.

PLAN COMPLIANCE: Disaster Mitigation Act of 2000

FISCAL IMPACT: If the plan is not adopted by Midvale City then the jurisdiction will not be eligible for the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant or Pre-Disaster programs.

MOTION: Council Member Dustin Gettel MOVED to suspend the rules and Adopt Resolution No. 2020-R-17 Adopting the 2019 Salt Lake County Hazard Mitigation Plan. The motion was SECONDED by Council Member Heidi Robinson. 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 Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

B. CONSIDER RESOLUTION NO. 2020-R-18 ADOPTING THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

Julie Harvey said that propose adoption of the National Incident Management (NIMS) as the standard for the jurisdiction's official all-hazards incident response and incident management system. In compliance with Homeland Security Presidential Directive-5, (HSPD-5) of 2003.

HSPD-5 requires Federal departments and agencies to make adoption of the NIMS a requirement, to the extent permitted by law, for providing Federal preparedness assistance through grants, contracts, or other activities.

PLAN COMPLIANCE: Homeland Security Presidential Directive-5, of 2003

FISCAL IMPACT: If the plan is not adopted by Midvale City then the jurisdiction will not be eligible for the Federal grants, contracts, or other activities.

MOTION: Council Member Heidi Robinson **MOVED** to suspend the rules and Adopt Resolution No. 2020-R-18 Adopting the National Incident Management System (NIMS). 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 Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

C. CONSIDER RESOLUTION NO. 2020-R-19 AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SMITH BROTHERS CONSTRUCTION FOR THE NEIGHBORHOOD ADA RAMP UPGRADE PROJECT

Keith Ludwig said in an effort to continue the process of upgrading the City's sidewalk ramps to meet current requirements, the City applied for CDBG funds from Salt Lake County in the amount of \$150,000. These funds were awarded to the City for use during the current fiscal year.

City staff worked with RM2 Engineering on plans for this project which included ramps at the following intersections:

Grant Street & Garden View Drive
Grant Street & Alta View Drive
Roosevelt Street & Alta View Drive
Roosevelt Street & Garden View Drive
Coolidge Street & Alta View Drive
Coolidge Street & Alta View Drive
Wilson Street & Garden View Drive
Wilson Street & Mountain View Drive

For a total of 29 ramps.

He said staff is anxious to get this project underway so this work can be completed by June 30th, 2020 to meet Salt Lake County's requirements. Therefore, he requested the Council suspend the rules so action could be taken that evening.

FISCAL IMPACT: Their bid of \$182,192 will be paid out of CDBG funds as well as B&C road funds. B&C road funds are typically used on CDBG projects to make up the difference.

MOTION: Council Member Bryant Brown **MOVED** to suspend the rules and Adopt Resolution No. 2020-R-19 authorizing the Mayor to enter into an agreement with Smith Brothers Construction for the Neighborhood ADA Ramp Upgrade Project. The motion was **SECONDED** by Council Member Heidi Robinson. 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 Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

XI. ADJOURN

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

The meeting adjourned at 9:20 p.m.

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

Approved this 5th day of May 2020.



**MIDVALE CITY
CITY COUNCIL MEETING
Minutes
Tuesday, April 28, 2020**

MAYOR: Robert Hale

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

STAFF: Kane Loader, City Manager; Matt Dahl, Assistant City Manager; Kyle Maurer, Administrative Services Director; Rori Andreason, H.R. Director/City Recorder; Lisa Garner, City Attorney; and Jake Shepherd, Network Administrator.

Mayor Robert Hale called the meeting to order at 6:00 p.m.

I. GENERAL BUSINESS

A. WELCOME AND PLEDGE OF ALLEGIANCE

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

II. CLOSED SESSION TO DISCUSS PENDING AND REASONABLY IMMINENT LITIGATION

MOTION: Council Member Dustin Gettel MOVED to go into a closed session to discuss pending and reasonably imminent litigation. 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 Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The Council went into closed session at 6:07 p.m.

MOTION: Council Member Dustin Gettel MOVED to reconvene into open session. The motion was **SECONDED** by Council Member Quinn Sperry. Mayor Hale called for discussion on the motion. There being none, he called for vote. The motion passed unanimous.

The Council reconvene into open session at 7:39 p.m.

II. ADJOURN

MOTION: Council Member Paul Glover **MOVED** to reconvene into open session. The motion was **SECONDED** by Council Member Quinn Sperry. Mayor Hale called for discussion on the motion. There being none, he called for vote. The motion passed unanimous.

The meeting adjourned at 7:39 p.m.

Rori L. Andreason, MMC
CITY RECORDER

Approved this 5th day of May 2020



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: May 5th, 2020

SUBJECT: **Consideration of Resolution No. 2020-R-??
Authorizing the Mayor to sign documents with the
Utah Transit Authority with regards to the
pedestrian crossing located at Center Street and
the TRAX Crossing**

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

SUMMARY:

The Utah Transit Authority (UTA) applied for and received \$40,000,000 in TIGER Grant money. UTA then partnered with several communities along the Wasatch Front to participate in that grant. Midvale City was one of those communities.

The City's project was the pedestrian crossing on Center Street located adjacent to the TRAX crossing. This came out of the Center Street Pedestrian corridor study that was completed by Parametrix.

Midvale City entered into an agreement with UTA in April of 2018. UTA estimated the cost of this project initially at \$198,278. Of that, \$158,622 would be covered by the TIGER grant with the remaining \$39,656 covered by the City. Midvale deposited the \$39,656 with UTA so that our project would be one of the first ones to be built.

UTA was to handle all the design and construction work and they partnered with Civil Science for design work and Granite Construction for the construction work.

Work on our project commenced late last summer and was completed earlier this year.

As design work was completed and the contractor gave actual construction costs, the estimated cost for our project increased to \$573,278. Some of that coming in the form of integration work required for the new signal with existing TRAX signals both up and downstream of this project. In order to keep the project going the City applied for and received up to \$375,000 from Salt Lake County Transportation Funds. An agreement between Midvale City and Salt Lake County was signed in February of 2019.

Now that the work has been completed there are several items that need to be dealt with to complete the paperwork.

First. A bill of sale which transfers the ownership and maintenance responsibilities from UTA to Midvale City.

Second. A supplemental agreement increasing the budget for this project and identifying the funding sources, i.e. TIGER Grant funds, City funds, and Salt Lake County funds.

Third. A Wireline Crossing Agreement. This agreement is for the lifetime existence and ongoing maintenance of the fiber crossing which connects signals on both side of the TRAX crossing. Access hand holes are on either side of the crossing are outside of the UTA right-of-way so that access to the fiber would not require UTA involvement. UTA would only need to be contacted if the actual conduit encasing the fiber needs to be replaced.

I have confirmed with UTA that these documents will close out this project and no other agreements or forms will be needed.

I have also attached the following documents for your information.

Original agreement 18-2702BM with UTA

Supplement No. 1 to the agreement outlining funding sources for the original estimate.

Agreement with Salt Lake County for up to \$375,000 of County Transportation Funds.

FISCAL IMPACT: None. Actual Midvale City funds have previously been deposited with UTA. Additional funding required from the City will be reimbursed by Salt Lake County through their Transportation Funds.

STAFF'S RECOMMENDATION AND MOTION:

I move that we approve Resolution No. 2020-R-, authorizing the Mayor to sign the Bill of Sale, Supplement #2 to the Stakeholders Agreement, and the Wireline Crossing Agreement.

Attachments:

Resolution No. 2020-R-??

Bill of Sale

Supplement #2 to the Stakeholders Agreement

Wireline Crossing Agreement

Original UTA Stakeholder Agreement

Supplement #1 to the Stakeholder Agreement

Agreement with Salt Lake County for Transportation Funds

**MIDVALE CITY, UTAH
RESOLUTION NO. 2020-R-??**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH THE UTAH TRANSIT AUTHORITY (UTA) FOR THE DESIGN AND
CONSTRUCTION OF A PEDESTRIAN CROSSING LOCATED AT
CENTER STREET AT THE TRAX CROSSING**

WHEREAS, Midvale City has entered into an agreement with the Utah Transit Authority, (UTA) for the design and construction of a pedestrian crossing located on Center Street at the TRAX crossing; and

WHEREAS, the funding for this project is a combination of funds from a TIGER Grant, secured by UTA, City funds and Salt Lake County Transportation Funds; and

WHEREAS, under this agreement, UTA was the responsible party in securing design and construction services for this project, with input from City staff; and

WHEREAS, this project has been completed to the City's and UTA's satisfaction, and both parties now desire to close out this project; and

WHEREAS, in order to close this project out, there are several items of paper work that need to be complete, including a Bill of Sale transferring the ownership and maintenance of the signal to the City, a Supplement #2 to the Stakeholders Agreement identifying the final funding sources for this project, and finally a Wireline Crossing agreement.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council adopts this resolution authorizing the Mayor to sign the following documents between the City and the UTA;

Bill of Sale
Supplement #2 to the Stakeholders Agreement
Wireline Crossing Agreement

APPROVED AND ADOPTED this _____ day of May 2020.

Robert M. Hale, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

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

BILL OF SALE

This Bill of Sale is executed and delivered this ___ day of _____ 2020 by and between Utah Transit Authority, a public transit district and political subdivision of the State of Utah (“UTA”) and Midvale City, a municipal entity and political subdivision of the State of Utah (“City”).

RECITALS

WHEREAS, UTA and the City entered into a April 10, 2018 Stakeholder Agreement (the “Agreement”);

WHEREAS, pursuant to the Agreement, UTA has caused the design and construction of a new signalized crosswalk within Midvale City (referred to as project number MID_CWI_1: Crosswalk Improvement; 7628 S St and hereinafter collectively referred to as the “Improvements”) on public right of way owned by the City;

WHEREAS, City has been given the opportunity to inspect the Improvements, as constructed, and has agreed to the final acceptance of such Improvements from UTA’s contractor; and

WHEREAS, City has agreed to (i) assume full ownership and maintenance responsibility for the Improvements; and (ii) own and maintain the Improvements in a good and workmanlike manner so as to preserve the federal and local investment in the Improvements will last for their full estimated useful life of the Improvements.

AGREEMENT

1. Transfer of Interest. UTA hereby transfers, conveys and assigns to the City any and all interest in, and claims to, the Improvements. UTA agrees to either: (a) assign to the City all contractual warranties UTA has obtained pursuant to the design and construction contracts for the Improvements; or (b) assist the City in the administration and enforcement of such warranties for the City’s benefit. The election between items (a) and (b) above shall be made in UTA’s sole determination.
2. City Accepts Condition of Improvements. Except for UTA’s specific commitment with respect to warranties as set forth in paragraph 1, City hereby accepts the Improvements in an “AS-IS” “WHERE-IS” condition and without any other warranties or guarantees whatsoever.
3. Assumption of Responsibility for Maintenance and Repairs. Except for UTA’s specific commitment with respect to warranties as set forth in paragraph 1, City hereby assumes all prospective ownership, maintenance responsibility and liability with regard to the Improvements. City shall maintain and repair the Improvements in a good and workmanlike manner so as to preserve the federal and local investment in the Improvements will last for their full estimated useful life of the Improvements. City shall annually report on the condition of the Improvements as required in the Agreement.

4. UTA Retains Ownership of Real Property. For the avoidance of doubt, this Bill of Sale does not transfer, convey or assign any interest or ownership in underlying or contiguous real property owned by UTA.

IN WITNESS WHEREOF, UTAH TRANSIT AUTHORITY AND MIDVALE CITY
HAVE EXECUTED THIS BILL OF SALE EFFECTIVE AS TO THE DATE FIRST SET FORTH
ABOVE

UTAH TRANSIT AUTHORITY

MIDVALE CITY

By _____
Its _____

By _____
Its _____

By _____
Its _____

Attest

By _____
Its _____

Approved as to Form

UTA Legal Counsel

**SUPPLEMENT NO. 2 TO
STAKEHOLDER AGREEMENT
MIDVALE CITY**

TIGER GRANT

TIGER 2016 GRANT NO. 2018-02	UTA CONTRACT NO. 18-2702BM	STAKEHOLDER CONTRACT NO.
SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT: MID_CWI_1: CROSSWALK IMPROVEMENTS; 7628 S CENTER STREET		PROJECT VALUE OF CITY PROJECTS \$ 573,278
		CITY REPRESENTATIVE: KEITH LUDWIG

THIS SUPPLEMENT NO. 2 TO STAKEHOLDER AGREEMENT (“Supplement”), made and entered into this ____ day of _____, 2020, by and between **UTAH TRANSIT AUTHORITY**, a public transit district (“UTA”), and Midvale City (“City”).

The parties hereto entered in to a Stakeholder Agreement dated April 10, 2018, (the “Agreement”), which Agreement contemplated execution of a Supplement outlining specific details for the City Projects to be completed thereunder.

The parties hereto entered in to Supplement No. 1 to Stakeholder Agreement dated April 10, 2018 to outline specific details for City Project MID_CWI_1: Crosswalk Improvements; 7628 S Center Street to be completed thereunder, including the scope, schedule, and estimated budget of the City Project.

The parties hereto desire to enter into this Supplement No. 2 to increase the estimated budget of City Project MID_CWI_1: Crosswalk Improvements; 7628 S Center Street. All definitions and terms of the Agreement remain in full force and effect unless otherwise specified herein.

The parties hereto agree to the increased estimated budget of City Project MID_CWI_1: Crosswalk Improvements; 7628 S Center Street as follows:

1. Estimated Total Cost of Work. The parties hereto desire to increase the estimated budget for City Project MID_CWI_1: Crosswalk Improvements; 7628 S Center Street by Three Hundred Seventy Five Thousand Dollars (\$375,000) for a total estimated budget of Five Hundred Seventy Three Thousand Two Hundred Seventy Eight Dollars (\$573,278). The Estimated Total Cost of Work and funding sources is summarized below:

ESTIMATED BUDGET OF THIS SUPPLEMENT:	<u>\$573,278</u>
ESTIMATED AMOUNT OF TIGER GRANT PARTICIPATION:	<u>\$158,622</u>
ESTIMATED AMOUNT OF CITY PARTICIPATION:	<u>\$ 39,656</u>
ADDITIONAL FUNDING SOURCES (SALT LAKE COUNTY):	<u>\$375,000</u>

2. Payment of Additional Funding Sources. The Interlocal Cooperative Agreement (County Contract No. 0000002129) between Salt Lake County and Midvale City dated February 5, 2019 requires that the City submit Requests for Reimbursement requesting the amount of County

Transportation Funds to be disbursed to the City for Reimbursable Project Costs, up to Three Hundred Seventy Five Thousand Dollars (\$375,000). UTA will create a separate account code for the County Transportation Funds and will invoice the City for costs incurred for City Project MID_CWI_1: Crosswalk Improvements; 7628 S Center Street, which are not paid from TIGER Grant Participation or City Participation, up to Three Hundred Seventy Five Thousand Dollars (\$375,000). City will pay UTA within 60 days of being invoiced. Following payment to UTA for the MID_CWI_1 actual project costs, City will then seek reimbursement from Salt Lake County. UTA will invoice City upon Final completion of the Project.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement No. 2 to be executed in duplicate as of the date first herein written.

UTAH TRANSIT AUTHORITY

DocuSigned by:
Cardyn M. Groat 4/20/2020
 By: OC1FDCBAD5D7410
 Title: Executive Director

DocuSigned by:
Mary DeLoretto 4/20/2020
 By: 0B93AE5E62284418...
 Title: Chief Service Development Officer

Reviewed and Approved as to Form

DocuSigned by:
Mike Bell 4/20/2020
361F46F588204A0
 UTA Legal Counsel

MIDVALE CITY

By: _____
 Title: _____

ATTESTED AND COUNTERSIGNED

By: _____

WIRELINE CROSSING AGREEMENT
(Interlocal Municipal Wireline Form)

UTA Contract # NS/S/6659/U
Mile Post: NS 10.73
Latitude: 40.611028
Longitude: -111.893753
Midvale, Utah

THIS WIRELINE CROSSING AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2019 **(to be dated after the final executing signature by UTA)**, by and between UTAH TRANSIT AUTHORITY, a large public transit district organized pursuant to the laws of the State of Utah (hereinafter "UTA"), and Midvale City Corporation, a municipality and political subdivision of the State of Utah, with a principal address of 7505 South Holden Street, Midvale, UT 84047 (hereinafter "Licensee").

RECITALS

WHEREAS, UTA is the owner of a certain railroad corridor known as North South Light Rail Line (the "Right of Way") acquired by UTA for the development and expansion of its public transportation system;

WHEREAS, UTA and Licensee have entered into a separate Stake Holder Agreement for pedestrian crossing and improvements (the "Pedestrian Crossing") as part of Tiger Grant for First Last Mile Connections which shall consist of crosswalk, safety signage and appurtenances necessary to safely operate the Pedestrian Crossing parallel to the Right of Way; and

WHEREAS, UTA's Tiger Grant contractor has installed five (5) two inch (2") PVC conduits, one (1) for Traffic Signal, one (1) for Pre-emption control, three (3) to remain vacant for future Licensee use; via directional bore method of installation, located a minimum of 12 feet below the lowest point of the surface of the Right of Way which cross at approximately Mile Post 10.73 (Latitude 40.611028, Longitude -111.893753) in Midvale, Utah; and

WHEREAS, For purposes of this Agreement the term Contractor shall apply to any future subsequent reconstruction, relocation, restoration or rehabilitation of the Wireline (or any improvements to the Wireline) in or otherwise materially affecting the Right of Way;

WHEREAS, Licensee desires a license for the continued, operation and maintenance of the Wireline.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

ARTICLE I
INCORPORATED TERMS AND DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

1.1 “Construct” and “Construction” mean the initial installation of the Wireline (or any improvements to the Wireline) in or otherwise materially affecting the Right of Way, as well as any subsequent reconstruction, relocation, restoration or rehabilitation of the Wireline (or any improvements to the Wireline) in or otherwise materially affecting the Right of Way.

1.2 “Emergency Access Manager” means the person or office responsible for controlling emergency Construction and Maintenance access to the Right of Way. The Emergency Access Manager as of the execution of this Agreement is (801) 562-1229. UTA may change the designated Emergency Access Manager from time to time by delivery of notice in accordance with Article XVI of this Agreement.

1.3 “Freight Operator” means any entity using the Right of Way, or any portion thereof, to provide common carrier freight operations.

1.4 “Governmental Authority” means any federal, state, municipal, local or other division of government, or any agency thereof, having or asserting jurisdiction with respect to any matter related to this Agreement.

1.5 “Hazardous Materials” mean any materials or substances: (i) which are present in quantities and in forms which require investigation, removal, cleanup, transportation, disposal, response or remedial action (as the terms “response” and “remedial action” are defined in Section 101 of the Comprehensive Environmental Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 (24) and (25)) under any applicable federal, state or local environmental law, regulation, ordinance, rule or bylaw, as such are amended from time to time, whether existing as of the date hereof, previously enforced or subsequently amended (each hereafter an “Environmental Law”); or (ii) which are defined as “hazardous wastes,” “hazardous substances,” “pollutants” or “contaminants” under any Environmental Law.

1.6 “Losses” mean any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys’ fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs resulting from: (i) loss of or damage to the property of any Party or Third Person; (ii) death or personal injury to the agents of any Party or to any Third Person; or (iii) the cleanup or other requirements regarding any incident involving Hazardous Materials. The term “Losses” shall not include any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys’ fees, expert witness fees, court costs, amounts paid in settlement judgments, interest or other costs excluded from Licensee’s indemnification obligations and assumed by UTA pursuant to Section 8.1 and 8.2 of this Agreement.

1.7 “Maintain” and “Maintenance” mean the performance of any repair, restoration, rehabilitation, refurbishment, retrofitting, inspection, monitoring, observation, testing, or similar work with respect to the Wireline (or any improvements to the Wireline) in or otherwise materially affecting the Right of Way.

1.8 “Master Interlocal Agreement” means that certain Master Interlocal Agreement Regarding Fixed Guideway Systems located Within Railroad Corridors, effective February 13, 2004, entered by and among UTA and the various municipalities and counties within which UTA’s rights of way are situated.

1.9 “Party” and “Parties” mean UTA or Licensee, and UTA and Licensee, respectively.

1.10 “Third Person” means any individual, corporation or legal entity other than UTA and Licensee.

1.11 “Track Improvements” mean any and all tracks, rails, ties, switches, frogs, end of track barricades or bumpers and other barricades or bumpers, derail devices, tie plates, spikes, wires, fastenings and any other appurtenances related thereto, drainage structures, grading, ballast, subgrade stabilization, crossings, tunnels, bridges, trestles, culverts, structures, facilities, leads, spurs, turnouts, tails, sidings, signals, crossing protection devices, communications systems or facilities, catenary systems and wires, poles and all other operating and non-operating appurtenances located within the Right of Way.

1.12 “UTA System” means any light rail, commuter rail, trolley, guided busway, or similar public transportation system constructed by UTA in the Right of Way as contemplated in the Master Interlocal Agreement.

1.13 “Utility” and “Utilities” mean and include all properties, facilities, utilities, crossings, encroachments, lines and similar appurtenances located within the Right of Way by permissive or prescriptive authority including, but not limited to, pipelines, tubelines, water and gas lines or mains, electrical conduits, ditches and other drainage facilities, wires, fiber optics, communication lines, sewer pipes, overhead wiring and supporting structures and appurtenances, and all similar installations.

1.14 “Wireline” means the five (5) two inch (2”) PVC conduits, two containing Traffic Signal and Pre-emption fiber, 3 remaining vacant for future use installed and maintained by Licensee pursuant to this Agreement and located a minimum of 12 feet below the lowest point on the surface of the Right of Way at Mile Post NS 10.73 (Latitude 40.611028, Longitude -111.893753) on the North South Light Rail Line in Midvale, Utah as described in Exhibit “A”. The term “Wireline” shall also apply to any and all rearrangements, modifications, reconstruction, relocations, removals and extensions or additions concerning the Wireline that are authorized and approved by UTA pursuant to this Agreement (unless they are the subject of a separate agreement that does not incorporate the terms hereof).

1.15 “Work Window” means the time period designated by UTA during which Construction, Maintenance and any other work with respect to the Wireline within the Right of Way is permissible. UTA may, at any time and at UTA’s sole discretion, determine that the Work Window shall not be concurrent with any passenger operations within the Right of Way.

ARTICLE II GRANT OF LICENSE AND REAL ESTATE USAGE CHARGE

2.1 UTA customarily assesses a standard administrative fee reflecting the clerical, administrative and handling expenses incurred in connection with the processing of this Agreement. The standard administrative fee has been waived consistent with the provisions of the Master Interlocal Agreement.

2.2 In consideration of the real estate usage charge to be paid by Licensee, and in further consideration of the covenants and agreements to be kept, observed and performed by Licensee hereunder, UTA hereby grants Licensee a license to Construct, Maintain and operate the Wireline in the location shown and in conformity with the dimensions and specifications indicated on the attached print approved by UTA Engineer dated **October 2, 2019** marked Exhibit “A” (Exhibit “A” is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

2.3 Licensee agrees to pay UTA a one-time real estate usage charge of **\$0** payable on or before the date of execution. Licensee also agrees to pay an upfront Flagger cost of **\$0** and Special Inspection cost of **\$0** (these fees are more clearly described in Section 5.1).

ARTICLE III ACCESS TO THE RIGHT OF WAY

3.1 Except in the event of an emergency (as provided in Section 3.2 below), Licensee shall request permission from UTA at least ten days (or such shorter period as may be approved by UTA) prior to performing any Construction or Maintenance in or otherwise materially affecting the Right of Way. Licensee's request to access the Right of Way shall be specific as to the time, date and activities for which Licensee seeks permission. The request shall also include a summary of the method and manner in which the Construction or Maintenance will be performed. As part of the application process, UTA may require Licensee (and its contractors or other agents seeking access to the Right of Way) to attend any track access coordination meetings, safety training or other instruction as may be deemed necessary by UTA. Once granted, UTA's permission to enter the Right of Way shall be formalized in writing and delivered to Licensee. After permission has been granted, Licensee shall comply with all conditions, instructions and requirements of such permit and with all instructions or directions given by UTA including, if required, daily telephone notification to the applicable rail dispatch center prior to each entry into the Right of Way. All contact with UTA shall be coordinated through the person designated by UTA from time to time as set forth in Article XVI of this Agreement. Provided that Licensee complies with the provisions of this Section, UTA agrees not to unreasonably withhold, condition, or delay its approval of Licensee's request.

3.2 Licensee shall have the right to enter the Right of Way in the event of an emergency to make repairs necessary to protect against imminent and serious injury or damage to persons or property. Licensee shall take all precautions necessary to ensure that such emergency entry does not compromise the safety of any operations conducted in the Right of Way by UTA or Freight Operator. Licensee must notify the Emergency Access Manager of the emergency access and the work being performed by telephone prior to entering the Right of Way.

ARTICLE IV CONSTRUCTION AND MAINTENANCE OF THE WIRELINE

4.1 All Construction and Maintenance with respect to the Wireline shall be performed to the satisfaction of UTA and in accordance with the conceptual, engineering and/or design plans ("Design Plans") previously approved by UTA and attached hereto as Exhibit "A." All Construction and Maintenance with respect to the Wireline shall be performed in compliance with the standards set forth in the National Electric Safety Code ("NESC") and/or the National Electric Code ("NEC"). UTA may impose requirements in addition to or more stringent than the NESC or NEC, if UTA deems such requirements necessary for the safety of operations conducted in the Right of Way. UTA may also require additional fabrication methods, staging requirements or other precautions. All Construction and Maintenance with respect to the Wireline shall be performed during the designated Work Window. UTA shall have the right, but not the obligation, to observe any and all work performed in or materially affecting the Right of Way in connection with the Wireline to ensure that such work is performed in accordance with the requirements set forth in this Agreement. In its Construction or Maintenance of the Wireline, Licensee shall not make any material deviation from the Design Plans without UTA's prior written approval.

4.1.1 With respect to any overhead facilities related to the Wireline, the Design Plans shall include: (a) a vertical clearance of not less than twenty-three and a half (23.5) feet on Commuter Rail between (above) the top of the highest rail and the lowest portion of the Wireline; (b) a vertical minimum of ten (10) feet above Light Rail catenary wires; (c) a side clearance that is as great as reasonably possible but in no event less than eleven (11) feet from the center line of any rail; and (d) in any event not less than the minimum clearance standards set forth in the NESC and/or the NEC.

4.1.2 With respect to any underground facilities related to the Wireline, Licensee shall submit to UTA plans setting out the method and manner of handling all work to be performed under the Track Improvements including, without limitation, the shoring and cribbing, if any, required to protect the operations of UTA, the Freight Operator or the owner of any adjacent tracks. Licensee shall not proceed with any such work until Licensee's proposed methods have been approved by UTA. The Wireline shall be placed at the depth acceptable to UTA and shall not interfere with any Track Improvements.

4.2 Various Utilities exist on, over and under the surface of the Right of Way. Prior to commencing any Construction or Maintenance with respect to the Wireline, Licensee shall properly investigate and determine the location of all such Utilities. In addition to the required investigation, Licensee shall have all Utilities in the area of the Wireline "blue-staked" and clearly marked prior to any excavation. Licensee shall make arrangements for the protection of all Utilities and shall commence no excavation, boring or other penetration in the Right of Way until all such protection has been accomplished.

4.3 Fiber optic cable systems may be buried in the Right of Way. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall be solely responsible for contacting UNION PACIFIC RAILROAD COMPANY during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) and for determining if fiber optic cable is buried near the location of the Wireline. If so, Licensee will contact the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, make arrangements for relocation or other protection of the fiber optic cable. Licensee shall not commence any work until all such protection and/or relocation have been accomplished. Licensee shall be solely responsible for all coordination with Union Pacific and any telecommunications companies. In coordinating the relocation or protection of fiber optic cable, Licensee shall not rely on any statements, engineering drawings or other oral or written representations of UTA or its representatives. In addition to other indemnity provisions in this Agreement, Licensee shall indemnify, defend and hold the UTA Indemnitees (as defined in Section 8.1 of this Agreement) harmless from and against all Losses arising out of: (a) any damage to or destruction of any telecommunications system proximately caused by any Construction, Maintenance or other work performed by Licensee or its agents relative to the Wireline; and/or (b) any injury to or death of any person employed by or on behalf of any telecommunications company, proximately caused by any Construction, Maintenance or other work performed by Licensee or its agents relative to the Wireline. Except to the extent that liability is assumed by UTA as set forth in Section 8.1 and 8.2 of this Agreement. Licensee shall not have or seek recourse against UTA for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using UTA's Right of Way or a customer or user of services of the fiber optic cable on UTA's Right of Way.

4.4 Licensee shall be solely responsible for obtaining any property rights, easements, licenses, rights of way or other permission from Third Persons (collectively "Third Person Property Rights") as may be necessary to Construct, Maintain or operate the Wireline including, without limitation, any needed permission from the owner of any adjacent railroad corridor. Licensee shall also be solely responsible for obtaining any necessary franchises, permits or other necessary approvals from Governmental Authorities (collectively "Approvals"). Licensee agrees to pay any and all costs and expenses relating to such Third Person Property Rights or Approvals, and to assume any and all liability therefor.

4.5 Except as authorized in this Agreement or as may be immediately required for (and only at the actual time of) performance of any Construction or Maintenance contemplated under this Agreement, and then only in full compliance with all clearance standards and other safety requirements, Licensee shall not place, permit to be placed, erect, pile, store, stack, park, suffer or permit any line, building, platform,

fence, gate, vehicle, car, pole, or other structure, obstruction, or material of any kind within the Right of Way.

4.6 Licensee shall Construct, Maintain and operate the Wireline in compliance with all requirements imposed by any Governmental Authority including, without limitation, the requirements of the Federal Railroad Administration, the Occupational Safety and Health Administration and the Utah Department of Transportation. Licensee shall also Construct, Maintain and operate the Wireline in compliance with all applicable environmental laws. Licensee shall take all suitable precautions to prevent any interference (by induction, leakage of electricity, or otherwise) with the operation of the Track Improvements or any other UTA or Third Person installations or facilities. If for whatever reason the Construction of the Wireline causes interference with the operation of Track Improvements or any other UTA or Third Person installations or facilities existing prior to the Construction of the Wireline, Licensee shall, upon notification by UTA and at Licensee's sole cost and expense, take such action as is necessary to eliminate the interference.

4.7 If, in connection with the performance of any Construction or Maintenance work, Licensee or its Contractor damages any Track Improvements, Utilities, or any other facilities, Licensee shall repair or replace such facilities with the same or similar materials, if available, as reasonably required by the UTA, consistent with applicable Federal and State laws and regulations and to the satisfaction of UTA.

4.8 At the request of UTA, Licensee shall install markers identifying the location of the Wireline and related appurtenances at the Right of Way boundaries (where the Wireline enters and exits the Right of Way) or other locations where UTA may designate. Markers shall be installed in a form and size as may be determined by UTA and at the sole cost and expense of Licensee. UTA hereby expressly reserves the right to require Licensee to erect and maintain, at Licensee's sole cost and expense, any and all signs of any character and nature whatsoever (e.g. location of Wireline, precautionary and/or warning signs, etc.) that UTA deems necessary or advisable in connection with the operation of the Wireline. Licensee shall install and/or erect any marker or sign that may be required under this Section within thirty (30) days after receiving written instructions from UTA.

4.9 Upon completion of any Construction or Maintenance relating to the Wireline, Licensee shall restore the surface of the Right of Way to its prior condition including, but not limited to, replacing any soil that was removed and thoroughly compacting it level with the adjacent surface of the ground and restoring any fences or other property that Licensee disturbed or removed from the Right of Way.

4.10 If a contractor is to perform any Construction or Maintenance contemplated in this Agreement, then the Licensee shall cause its contractor to comply with all applicable provisions of this Agreement. Additionally, Licensee shall require its contractor to execute UTA's form Contractor's Right of Entry Agreement (the "Contractor Agreement"). Any and all contractors used by Licensee in the Construction or Maintenance of the Wireline are subject to the approval of UTA, which approval shall not be unreasonably withheld, conditioned or delayed.

4.11 If Licensee fails to notify UTA a minimum of 10 days before the initial installation of the Wireline or if Licensee's Contractor fails to obtain a Contractor Agreement Licensee agrees to pay UTA an additional three thousand dollars (**\$3,000**) as a fee for the initial inspection of the Wireline, together with any other additional fees incurred by UTA to verify that the Wireline was installed as per the approved plans. Such review and verification could include exposing the line to verify the depth of/height of and materials installed. If the Wireline was not installed in the approved location, depth/height, and with the approved materials, as described in the approved plans, Licensee agrees to remove the Wireline and reinstall it according to the approved plans at Licensee's sole cost and expense.

ARTICLE V
CONSTRUCTION OBSERVATION BY UTA – LICENSEE TO BEAR ALL COSTS

5.1 The current cost of flagging is \$788/day for an eight (8)-hour day and \$1,058/day for a twelve (12) - hour day. Flagging is charged in blocks, with a minimum billing of an eight (8) - hour period. The current cost for a special inspector is \$76/hour with a two (2) -hour minimum charge per inspection/inspector. UTA has determined that zero (0), eight (8)-hour day for Flagging and zero (0), two (2)-hour day for a Special Inspection will be needed for the construction of this Wireline. Licensee will pre-pay \$0 for Flagging and a Special Inspection at or before the execution of this agreement. If after the construction of the Wireline extra days of Flagging or Special Inspection have been collected, Licensee may submit in writing for a refund from UTA. Submission for refund will need to be submitted to UTA within thirty (30) days of the date of completion of the Wireline. Refunds will only be issued after confirmation from UTA operations that the flagging and special inspection days were not used.

5.2 In the event that UTA, in its sole discretion, determines that any other inspectors (technical or special), monitors, observers, safety personnel, additional flaggers or other persons are required given the nature of the Construction or Maintenance to be performed, UTA may, at its sole discretion, provide such personnel and Licensee shall, within thirty (30) days, reimburse UTA for the reasonable costs thereby incurred.

ARTICLE VI
LICENSEE TO BEAR ALL COSTS RELATED TO WIRELINE

Except as otherwise set forth in the Master Interlocal Agreement, or in Sections 7.2 and Article 8 of this Agreement, Licensee shall be solely responsible for any and all costs incurred with respect to any Construction, Maintenance or other work related to the Wireline.

ARTICLE VII
SUBORDINATION OF RIGHTS GRANTED - RELOCATION OF WIRELINE

7.1 The rights granted pursuant to this Agreement shall be subject and subordinate to the prior and continuing right and obligation of UTA to fully use the Right of Way, including the right and power of UTA to construct, maintain, repair, renew, use, operate, modify, or relocate new or existing Track Improvements upon, along, above, or across any or all parts of the Right of Way and other UTA property, all or any of which may be freely done at any time or times by UTA. The grant of license for the Wireline is made without covenants of title or quiet enjoyment. UTA makes no warranties, either express or implied, regarding the nature, extent or status of its title to the Right of Way or regarding the existence or nonexistence of Third Person rights which may be superior to the license granted pursuant to this Agreement.

7.2 Licensee shall, within sixty (60) days after receipt of written notice from UTA, modify or relocate (or, if agreed between the Parties, allow UTA to modify or relocate) all or any portion of the Wireline as UTA may reasonably designate. To the extent that the modification or relocation of the Wireline is necessitated by the construction, reconstruction, modification or relocation of any UTA System, UTA shall be responsible for the costs of such relocation. To the extent that the modification or relocation of the Wireline is necessitated because the Wireline is conflicting with or causing interference with any UTA or Third Person Track Improvements or Utilities existing prior to the Construction of the Wireline, then Licensee shall be responsible for the costs of such modification or relocation. All the terms, conditions and stipulations herein expressed with reference to the Wireline in the location described herein shall, so far as the Wireline remains on UTA property, apply to the Wireline as modified or relocated pursuant to this Section.

7.3 The foregoing grant is also subject to the outstanding superior rights previously conveyed or granted to Third Persons by UTA, or its predecessors in interest, and the right of UTA to renew and extend the same.

ARTICLE VIII INDEMNITY AND RELEASE

8.1 Licensee agrees to protect, defend, release, indemnify and hold harmless UTA, and any affiliates, successors, contractors, officers, directors, agents and employees of UTA (the "UTA Indemnitees") from and against any and all Losses resulting from: (a) negligence on the part of Licensee, or any employees, principals, contractors or agents of Licensee, in conjunction with any Construction, Maintenance or other work performed by or on behalf of Licensee with respect to the Wireline; (b) negligence on part of Licensee, or any employees, principals, contractors or agents of Licensee, in the use or operation of the Wireline; or (c) Licensee's breach of any provision of this Agreement. Notwithstanding the foregoing, Licensee shall not be required to indemnify UTA for, and UTA hereby assumes responsibility for, any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs that are proximately caused by the negligence, recklessness or willful misconduct of UTA with respect to the construction, maintenance or operation of any UTA System.

8.2 Licensee acknowledges that the Right of Way may be subject to prospective purchaser agreements and covenants not to sue that UTA has entered with the Utah Department of Environmental Quality and the United States Environmental Protection Agency. Pursuant to such agreements, UTA is required to characterize any excavated soil that appears to contain (or has the potential to contain) Hazardous Materials and to handle and dispose of any such soil in compliance with applicable state and federal laws. Under these agreements, UTA is not required to excavate any soil except as required for construction related to the installation of a UTA System. Accordingly, any excavation that Licensee performs with respect to the Wireline exposes UTA to potential environmental liability that would not otherwise be present. As consideration for the rights granted to Licensee hereunder, Licensee agrees to assume all potential liability and responsibility for, and to indemnify and hold UTA harmless with respect to, any Losses related to the characterization and removal of any Hazardous Materials discovered during the performance of any Construction or Maintenance. Licensee agrees to perform any such characterization and removal in full compliance with all applicable state and federal environmental laws. Notwithstanding the foregoing, Licensee shall not be required to indemnify UTA for, and UTA hereby assumes responsibility for, any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs related to any Hazardous Materials discovered as the result of modification or relocation work performed by or on behalf of Licensee in conjunction with the construction, reconstruction, modification or relocation of any UTA System. To the extent that either Party actually causes a release of Hazardous Materials into the Right of Way, such party shall be responsible for the characterization and removal of such Hazardous Materials and shall indemnify the other Party with respect to all losses resulting therefrom.

8.3 Licensee hereby releases UTA from, and agrees not to seek recourse against UTA with respect to, any claims, damages, fees, expenses or other losses proximately caused by Third Persons including, without limitation, Third Persons having licenses or other interests in the Right of Way. Nothing contained herein shall be construed or deemed to be a release of any Third Persons by Licensee.

8.4 The provisions of this Article shall survive the termination of this Agreement.

ARTICLE IX CLAIMS AND LIENS FOR LABOR AND MATERIALS; TAXES

9.1 Licensee shall fully pay for all materials joined or affixed to the Right of Way in connection with the Wireline, and for all labor performed with respect to the Wireline. Licensee shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee.

9.2 Licensee shall promptly pay or discharge all taxes, charges and assessments assessed or levied upon, in respect to, or on account of the Wireline to prevent the same from becoming a charge or lien upon the Right of Way and so that any taxes, charges and assessments levied upon or with respect to such property shall not be increased because of the Wireline or any improvements, appliances, or fixtures connected therewith.

ARTICLE X TERMINATION

10.1 UTA may terminate this Agreement if: (a) Licensee ceases to use the Wireline in an active and substantial way for any continuous period of one (1) year; (b) Licensee continues in default with respect to any provision of this Agreement for a period of thirty (30) days after UTA delivers written notice to Licensee identifying the nature of Licensee's breach of this Agreement; provided, however that if the nature of Licensee's breach is such that it cannot be cured within such thirty (30)-day period, Licensee shall not be deemed in default if Licensee commences to cure the breach within thirty (30) days and thereafter diligently continues to remedy the breach; or (c) Licensee removes the Wireline from the Right of Way.

10.2 Termination of this Agreement for any reason shall not affect any of the rights, obligations or liabilities that have accrued prior to or concurrent with such termination.

ARTICLE XI INSURANCE

11.1 During the life of this Agreement, Licensee shall, at its sole cost and expense, obtain and maintain the insurance described in Exhibit "B" (Exhibit "B" is attached hereto and hereby incorporated into and made a part of this Agreement by reference). Licensee will also provide to UTA a Certificate of Insurance, identifying UTA Contract Number NS/S/6659/U, issued by its insurance carrier confirming the existence of such insurance and indicating that the policy or policies contain the following endorsement:

"Utah Transit Authority is named as an additional insured with respect to all liabilities arising out of the existence, use or any work performed on or associated with the Wireline Crossing Agreement NS/S/6659/U in the railroad right of way known as the North South Light Rail Line at approximately Mile Post NS 10.73 in Midvale, Salt Lake County, Utah"

11.2 Failure to maintain insurance as required shall entitle, but not require UTA to terminate the license granted hereby immediately.

11.3 If Licensee is a public entity subject to any applicable statutory governmental immunity laws, the limits of insurance described in Exhibit "B" shall be the limits the Licensee then has in effect or that are required by applicable current or subsequent law, whichever is greater, a portion of which may be self insured with the consent and approval of UTA. Licensee does not waive any of its rights of entitlements to governmental immunity and limitations on liability to Third Persons under the Utah Governmental Immunity Act.

11.4 Licensee hereby acknowledges that it has reviewed the requirements of Exhibit “B”, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the wireline which is the subject of this Agreement.

ARTICLE XII REMOVAL OF WIRELINE UPON TERMINATION OF AGREEMENT

Upon termination of this Agreement pursuant to Article X hereof, Licensee shall, if requested in writing by UTA and at Licensee’s sole cost and expense, remove the Wireline from the Right of Way and shall restore, to the satisfaction of UTA, such portions of the Right of Way to at least as good a condition as such were in at the time that Licensee first entered the Right of Way. If Licensee fails to do the foregoing within a reasonable time, UTA may, at its option, perform such removal and restoration work at the expense of Licensee. Licensee shall reimburse UTA for the costs incurred in any restoration or removal work performed under this Article within thirty (30) days after receipt of the bill therefor. In the event UTA removes the Wireline pursuant to this Article, UTA shall in no manner be liable to the Licensee for any damage sustained by Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any other right of action, including the recovery of damages, that UTA may have against the Licensee. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE XIII ASSIGNMENT

Licensee may not assign this Agreement, in whole or in part, or any rights herein granted, without UTA’s written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Licensee may assign this Agreement and its rights hereunder as part of a consolidation with an entity that: (a) is a successor governmental entity to Licensee; (b) is annexed with, merged into or consolidated with Licensee; or (c) that acquires substantially all of the assets of Licensee provided, however, that in any of the above instances such entity seeking an assignment under this Article must, as a condition to such assignment, assume all terms and conditions of this Agreement without limitation.

ARTICLE XIV SUCCESSORS AND ASSIGNS

Subject to the provisions of Article XIII, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, executors, administrators, successors and assigns.

ARTICLE XV SEVERABILITY

This Agreement is executed by the Parties under current interpretation of any and all applicable federal, state, county, municipal, or other local statutes, ordinances, or laws. Furthermore, each and every separate division hereof shall have independent and severable status from each other division, or combination thereof, for the determination of legality, so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, invalid or unenforceable for any reason, that separate division shall be treated as a nullity but such holding or determination shall have no effect upon the validity or enforceability of each and every other division, or other combination thereof.

ARTICLE XVI NOTICES

Except as specifically provided elsewhere in this Agreement, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the addresses set forth herein. Addresses for notice may be changed by giving ten (10) days written notice of the change in the manner set forth herein.

If to UTA:

Utah Transit Authority
Attn: Property Management
669 West 200 South
Salt Lake City, UT 84101
PropertyManagement@rideuta.com

With a Copy to:

Utah Transit Authority
Attn: Legal Counsel
669 West 200 South
Salt Lake City, UT 84101

If to Licensee:

Midvale City Corporation
Attn: City Engineer
7505 Holden Street
Midvale, UT 84047

ARTICLE XVII NO IMPLIED WAIVER

The waiver by UTA of the breach by Licensee of any condition, covenant or agreement herein contained shall not impair any future ability of UTA to avail itself of any remedy or right set forth in this Agreement. Neither the right of supervision by UTA, nor the exercise or failure to exercise such right, nor the approval or failure to disapprove, nor the election by UTA to repair or reconstruct all or any part, of the work contemplated by this Agreement shall be deemed a waiver of any of the obligations of Licensee contained or set forth in this Agreement.

ARTICLE XVIII ENTIRE AGREEMENT - COUNTERPARTS

This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by the authorized representatives of each Party. This Agreement may be executed in any number of counterparts and by each of the Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

**ARTICLE XIX
FORUM SELECTION AND CHOICE OF LAW**

This Agreement shall be construed and interpreted under the laws of the State of Utah and the parties agree that any action or proceeding brought concerning this Agreement may be brought only in the courts of Salt Lake County, Utah, and each party hereto hereby consents to the jurisdiction of such courts.

**ARTICLE XX
SPECIAL PROVISIONS**

Special provisions, if any, are included in the attached Exhibit "C" (Exhibit "C" is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

{Remainder of Page Intentionally Blank}

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate as of the date first herein written.

Reviewed and Approved as to Form for UTA

DocuSigned by:

33C1D4DB2E314D3...

UTA Engineering

DocuSigned by:

361F16F838704A0...

Mike Bell
Assistant Attorney General

UTAH TRANSIT AUTHORITY

By: _____
Paul Drake
Senior Manager Real Estate & TOD

By: _____
Spencer Burgoyne
Manager, Property Administration

By: _____
Shelley Nielsen
Sr. Property Administrator

LICENSEE

By: _____
Robert M Hall/Mayor
Midvale City Corporation

**EXHIBIT “A”
DESIGN PLANS**

[Insert engineering drawings showing the proposed crossing including proposed construction methods, shoring and cribbing requirements and mile post location]

EXHIBIT "B"

INSURANCE REQUIREMENTS

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. **Commercial General Liability Insurance:** Policy providing coverage for death, personal injury and property damage with a combined single limit of at least \$2,000,000 each occurrence or claim and an aggregate limit of at least \$4,000,000. The policy shall contain broad form contractual liability insurance covering the indemnity obligations assumed by Licensee in the Agreement. Exclusions for railroads (except where the Wireline is in all places more than fifty (50) feet from any railroad tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed. Coverage provided on a "claims made" form shall provide for at least a two-year extended reporting and discovery period if (a) the coverage changes from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (c) the succeeding claims made policy retroactive date is different for the expiring policy.
 - a. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Utah Transit Authority Property" as the Designated Job Site.
- B. **Automobile Liability Insurance:** Policy providing bodily injury, property damage and uninsured vehicles coverage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall cover all motor vehicles including hired and non-owned, and mobile equipment if excluded from coverage under the commercial general liability insurance.
- C. **Worker's Compensation and Employer's Liability Insurance:** Policy covering Licensee's statutory liability under the laws of the State of Utah. If Licensee is self-insured, evidence of State approval must be provided.
- D. **Railroad Protective Liability Insurance (RRPLI):** During construction and maintenance within fifty (50) feet of an active railroad track, including but not limited to installation, repair or removal of facilities, equipment, services or materials, the Licensee and/or Licensee's Contractor must maintain "Railroad Protective Liability" insurance on behalf of UTA only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.
 - a. If the Licensee and/or Licensee's Contractor is not enrolling for this coverage under UTA's blanket RRPLI program, the policy provided must have the definition of "JOB LOCATION" AND "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement.
- E. **Umbrella or Excess Insurance:** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

F. Other Insurance Provisions:

- a. Licensee and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Licensee's insurance shall be primary with respect to any insurance carried by UTA. Licensee will furnish UTA at least thirty (30) days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.
- b. The required insurance policy(ies) shall be written by a reputable insurance company with a current AM Best's Insurance Guide Rate of A better, or as may otherwise be acceptable to UTA. Such insurance company shall be authorized to transact business in the State of Utah.
- c. The fact that insurance is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by UTA shall not be limited by the amount of the required insurance coverage.

**SUBMITTING REQUESTS FOR
RAILROAD PROTECTIVE LIABILITY INSURANCE**
(\$2,000,000 per occurrence/ \$6,000,000 aggregate)

Application forms for inclusion in Utah Transit Authority's Blanket Railroad Protective Liability Insurance Policy may be obtained from a Property Administrator.

If you have questions regarding railroad protective insurance (i.e. premium quotes, application) please contact David Pitcher at:

Phone: (801) 287-2371

Email: dcpitcher@rideuta.com

Send or hand deliver Checks and Applications to the following address:

Utah Transit Authority
Attn: David Pitcher
669 West 200 South
Salt Lake City, UT 84101

EXHIBIT "C"
SPECIAL PROVISIONS

Licensee or Licensee's contractor must first obtain a TRAX Track Access Permit from UTA before any access will be allowed on UTA property. The current contact person for obtaining a TRAX Track Access Permit is Owen Thompson at (385) 414-7795, or such other contact as shall be identified on UTA's website location noted below.

A copy of the permit that shall be filled out and submitted can be found on UTA's website, under the Track Access Permit tab. <http://www.rideuta.com/PropertyManagement>

Note: Access Permits will not be issued without first having an executed Contractor's Right of Entry Agreement, UTA having received proof of insurance as provided in the Right of Entry Agreement, and verification that the Contractor and all of the Contractor's Employees have gone through UTA's Roadway Worker Training, if applicable.

Licensee or Licensee's contractor shall only cross at designated public crossings

**STAKEHOLDER AGREEMENT
MIDVALE CITY**

TIGER GRANT

TIGER 2016 GRANT NO. 2018-02	UTA CONTRACT NO. 18-2702BM	STAKEHOLDER CONTRACT NO.
SUMMARY OF CITY PROJECTS: MID_CWI_1: CROSSWALK IMPROVEMENT; 7628 S CENTER ST		PROJECT VALUE OF CITY PROJECTS \$ 198,278
		CITY REPRESENTATIVE: KEITH LUDWIG

This Stakeholder Agreement ("Agreement") is entered into this 10th day of April 2018 by and between the Utah Transit Authority, a public transit district ("UTA") and Midvale City ("City").

RECITALS

WHEREAS, UTA provides public transit services in all or parts of Salt Lake, Davis, Weber, Box Elder, Utah and Tooele Counties, and certain interlocal public transit within portions of Summit County;

WHEREAS, Wasatch Front Regional Council ("WFRC") and Mountainland Association of Governments ("MAG") are the Metropolitan Planning Organizations for the areas included within the UTA service district;

WHEREAS, in 2016, UTA, in cooperation with the City, WFRC, MAG, the Utah Department of Transportation ("UDOT") and approximately 30 other public entities (collectively the "Stakeholders"), submitted a grant application (the "Grant Application") to the United States Department of Transportation seeking a Transportation Investment Generating Economic Recovery ("TIGER") discretionary grant;

WHEREAS, on or about July 29, 2016, the United States Department of Transportation published notice of its intent to award UTA a TIGER discretionary grant (the "TIGER Grant") in the amount of \$20 million;

WHEREAS, the eligible scope of the TIGER Grant will be to fund a portion of the design and construction of several multimodal projects (the "TIGER Projects") that improve transportation connections to UTA's commuter rail and light rail systems;

WHEREAS, City is a project funding partner with respect to one or more of the TIGER Projects (such subset of the TIGER Projects hereinafter referred to as the "City Projects") referenced in the Grant Application;

WHEREAS, City has committed to provide or secure local matching funds for the City Projects;

WHEREAS, several other Stakeholders have committed to provide local matching funds for additional TIGER Projects and it is contemplated that UTA will execute identical agreements with such other Stakeholders;

WHEREAS, UTA has committed to provide local matching funds for additional TIGER Projects to be constructed at UTA stations;

WHEREAS, it is economically and logistically in the best interests of UTA and City (as well as the Stakeholders with respect to other TIGER Projects) for UTA to complete both the City Projects and other TIGER Projects under one set of design and construction contracts, with UTA managing the TIGER Grant funds and managing the contractual relationships with selected contractors; and

WHEREAS, the parties and the other Stakeholders all intend that the TIGER Projects will be coordinated and managed in a collaborative manner that reflects good regional planning, the consistent treatment of all Stakeholders and the coordination of all TIGER Projects as one regional first/last mile connection strategy.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties agree as follows:

1. PROJECT DESCRIPTION.

- A. All of the Stakeholders intend to collaborate to complete the TIGER Projects (including the City Projects), over the course of approximately five (5) years, with UTA responsible for project management and TIGER Grant oversight.
- B. City has committed to provide funds and/or in-kind contributions, as more particularly set forth herein, for the City Projects.

2. PROJECT ADMINISTRATION AND MANAGER. UTA shall be responsible for administration of the design and construction contracts for the TIGER Projects, and any additional contracts as deemed necessary by UTA. In no event shall UTA be expected or required to enter into contracts, or to take on any obligations, committing UTA to pay amounts in excess of funds that have already been committed to the TIGER Projects. UTA shall administer these contracts in accordance with its procurement and contracting policies and all TIGER Grant requirements.

UTA will assign a Project Manager to manage and administer the TIGER Projects. The Project Manager will be responsible to report to the Policy Committee for oversight and management of the TIGER Projects. The Project Manager shall be Richard Miller.

City will assign a City Representative to coordinate with and participate in decisions with the Project Manager. The City Representative shall be as set forth in the introductory table of this Agreement. The City Representative will have the authority to approve design submittals and make or cause to be made the decisions required of City under this Agreement.

- 3. TERM. This Agreement shall remain in full force and effect until the TIGER Grant funds, together with the committed local funds, are fully expended and the TIGER Grant has been closed out.
- 4. PROJECT POLICY COMMITTEE. A Policy Committee has been established for the TIGER Projects, consisting of one individual from each of UTA, UDOT, WFRC, and MAG. The initial representatives are Jerry Benson for UTA, Carlos Braceras for UDOT, Andrew Gruber for WFRC, and Andrew Jackson for MAG. In the event one of the representatives leaves his or her position with an above-referenced agency, such agency will be responsible for appointing a new representative to the Policy Committee and communicating that to the Stakeholders. The Policy Committee will focus on the overall results and ongoing work of the TIGER Projects, will address any disputes among the Stakeholders involving the TIGER Projects, will seek additional funding as needed and will review and approve budgeting, accounting and other project oversight. All actions of the Policy Committee shall be taken by a majority determination of UTA, UDOT, WFRC, and MAG. All members of the Policy Committee shall be equal in authority. It is acknowledged that all actions of the Project Policy Committee must comply with applicable laws and with the scope, conditions and other requirements applicable to the TIGER Grant, as ultimately executed between UTA and the United States Department of Transportation.

5. **WORK SCOPE.** A general description of the City Projects to be included in the TIGER Projects, together with the City's financial commitment to each of the City Projects, is set forth in Exhibit "A", attached hereto and incorporated herein by this reference. Specific scopes of work will be developed for the City Projects and will be included in a separate Supplement to Stakeholder Agreement ("Supplement"), in the form of Exhibit "B", attached hereto and incorporated herein by reference. The Supplement will identify a budget for design and construction (which shall include a reasonable apportionment of the project management and construction management costs, and a reasonable allocation of the total contingency budget for all TIGER Projects). The budget will be determined based upon information furnished by City and UTA will not be required to verify the accuracy or sufficiency of such information prior to commencing design of each City Project. Each Supplement will also identify a schedule for each City Project. Each Supplement will include appropriate national and/or local standards, including but not limited to NACTO, APWA, AASHTO, UDOT and MUTCD.
6. **PAYMENT/ACCOUNTING.** The local matching funds for each of the City Projects, for each fiscal year as committed by the Stakeholder, will be due to UTA in advance on July 1 of such year, or as otherwise designated in a Supplement. Funds shall be delivered to UTA, payable to "Utah Transit Authority", and delivered c/o Chief Financial Officer, 669 West 200 South, Salt Lake City, Utah. Each specific City Project will not be commenced until the local matching funds for that City Project have been delivered to UTA. To the extent that the Supplement for a City Project indicates additional funding sources (in addition to the TIGER Grant proceeds and corresponding local matching funds), City shall also be responsible for ensuring that the proceeds from such additional funding sources are also delivered to UTA in advance on July 1 or as otherwise designated in a Supplement. UTA shall maintain a financial database of all City funds, additional funding source proceeds, and all expenditures toward the City Projects.

City shall be responsible for any cost overruns (to the extent such overruns are not mitigated by value engineering or scope modifications) with respect to the City Projects. Payment for any cost overruns, as well as any additional scope or modifications requested by City (as more specifically described in Section 11 of this Agreement), shall be made promptly, in the same manner as described herein, and in the case of modifications, in advance, upon receipt of an invoice for the same from UTA. UTA may defer or suspend performance with respect to any City Project for which UTA has not received payment as indicated above. If City is unable to either secure additional funding for a City Project or modify the scope of City Project to fit within the available funding, then City may request that UTA not move forward with the City Project. Upon receipt of such request, UTA shall employ commercially reasonable efforts to remove the City Project from the scope of TIGER Projects and mitigate the incurrence of further costs toward such City Project. City shall be responsible for all costs previously incurred with respect to the City Project and any change order costs or partial termination costs incurred in conjunction with the removal of the City Project from the scope of the TIGER Projects. As applicable, City shall be entitled to any engineering deliverables previously prepared with respect to such City Project in their then-current condition.

To the extent that the actual total cost of designing and constructing the City Projects (exclusive of apportioned project management and construction management costs) is less than the budget indicated in the Supplement, City shall be entitled to a proportionate refund of the local matching funds committed for design and construction costs pursuant to the Supplement. Any such refund shall be payable within a reasonable time after the TIGER Grant has been closed out.

7. **APPROVALS; FEES.** Throughout the Term hereof, City shall expedite any required processes or approval steps to facilitate commencement of work on the City Projects; and further shall pay or waive

any and all filing fees, impact fees, or other charges in completing the approvals and permitting necessary or required for a City Project.

8. **TIGER PROJECTS CONTRACTOR; SELECTION.** City acknowledges that, in accordance with the quantity and diversity of the TIGER Projects, a contractor or contractors shall be selected to complete the work contemplated hereunder. UTA, City, and the other Stakeholders anticipate selection of a contractor and a contracting method that will maximize efficiency in designing and constructing the various separate City Projects and TIGER Projects. UTA will prepare and distribute a Request for Qualifications and/or Request for Proposals for the TIGER Projects. UTA shall assemble a selection committee to review proposals by qualified firms and to select a designer and/or contractor to complete the TIGER Projects. The selection committee shall consist of representatives of UTA and one representative designated by each other member of the Policy Committee. The procurement and selection of a designer and/or contractors will be conducted in compliance with applicable state and federal procurement requirements, as well as applicable UTA policies and procedures for procurement. Negotiations will be conducted with the designer and/or contractor to establish a final work program and fee for the TIGER Projects. Upon selection of the designer and/or contractor, UTA will enter into a contract with the selected designer and/or contractor. UTA shall coordinate with the Policy Committee in such matters as issuing notices to proceed, change orders, accepting the work products of the designer and/or contractor, and similar items.
9. **FEDERAL REQUIREMENTS.** Any and all procurements, contracts and subcontracts related in any way to the City Projects shall be subject to all applicable state and federal laws, rules, regulations and requirements, including but in no way limited to, Buy-America requirements, payment of Davis-Bacon wages, Utah contractor insurance requirements, etc.
10. **UTILITIES; RIGHT-OF-WAY.** City and UTA do not contemplate any necessary property acquisitions or utility relocations for the City Projects. In the event any property acquisition or utility relocation is necessary, such acquisition or relocation shall be completed by City. Any such acquisitions or relocations shall be completed prior to such City Project being placed on that fiscal year's project list; and further all such acquisitions shall be completed in accordance with all applicable federal and state property acquisition rules, regulations, and guidelines, including but not limited to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and regulations promulgated thereunder, and in accordance with UTA (and where applicable, UDOT) policies and procedures. Full documentation of the acquisition process shall be delivered to UTA prior to commencement of work on such City Project.
11. **COMPLETION OF CITY PROJECTS; SCOPE MODIFICATIONS.** No work shall be completed on any City Projects without a fully-executed Supplement, and without payment having been received for the same by UTA, in advance, as outlined herein. The Stakeholders acknowledge that, as a result of the number and scope of City Projects included within the TIGER Projects, any changes to standardized design and plans will likely result in increased costs and schedule impacts. Any changes or additions requested by a Stakeholder to any of the City Projects shall be reviewed by the Policy Committee, and in the Policy Committee's sole discretion, unless necessitated by a critical safety concern, will only be approved if the Stakeholder requesting the change enters into a Modification Supplement, substantially in the form attached hereto as Exhibit "C", agreeing to pay one hundred percent of the cost of such change.
12. **COORDINATION.** City and UTA shall keep each other, and other Stakeholders as appropriate, abreast of substantive communications and activities related to the City Projects.

13. **TIGER FUNDING A CONDITION PRECEDENT.** The terms of this Agreement, and the commitments and obligations hereunder, are conditioned upon and subject to UTA executing a final grant agreement with the Federal Transit Administration, committing the TIGER Grant funds. UTA and the City agree to execute amendments to any Supplement executed pursuant to this Agreement that may be necessary to conform to the final requirements of the TIGER Grant agreement.
14. **AMENDMENTS.** Alterations, extensions, supplements or modifications to the terms of this Agreement as detailed herein shall be agreed to in writing by the parties concerned, incorporated as amendments to this Agreement, and made a part hereof.
15. **COMPLETION/CONTINUING CONTROL.** UTA and City acknowledge that the City Projects are being or will be constructed on City (or, in the case of certain roadway rights-of-way, County or State) property. Except as otherwise indicated in a Supplement, UTA will not have title to any of such property. Nevertheless, the Federal Transit Administration rules and regulations require that UTA, as "grantee" under the TIGER Grant, maintain continuing control over the City Projects. Upon completion of each of the City Projects, UTA will prepare a proposed bill of sale transferring to City (or, if appropriate, the County or State) ownership and maintenance responsibility with respect to the improvements constructed as part of the City Projects and providing for the City's acceptance of such improvements. Final transfer of the improvements will be subject to FTA approval. The bill of sale will contain an acknowledgement and agreement by City to operate, maintain and repair the improvements constructed as part of City Projects in a manner that protects FTA's investment in the City Projects (for the full useful life of such improvements as defined in FTA Circular 5010.1E, and set forth in the bill of sale). Thereafter, City shall provide UTA with an annual report, in the form attached hereto as Exhibit "D", throughout the life of the City Projects (as further described on the report) that will (a) account for the City Projects and include City Project inventory records, (b) detail procedures for asset management and adequate maintenance of equipment and facilities that are a part of the City Projects, (c) ensure that effective and continuing control and accountability are maintained by City for all City Projects, and (d) ensure that the City Projects are properly used and safeguarded, and used solely for their authorized and intended purposes. In the event City shall not complete and provide UTA with the annual report, or in the event City shall not properly maintain the City Projects throughout the life of such City Projects, City shall reimburse the depreciated amount of TIGER Grant funds remaining in the City Projects. Upon completion, any warranty provided by the contractor or manufacturer of any materials, as applicable, shall be transferred to City.
16. **RECORDS.** The Stakeholders acknowledge disclosure and retention of records pursuant to this Agreement is subject to the Utah Government Records Access and Management Act, Utah Code Ann. §63G-7-101, et seq.

IN WITNESS WHEREOF, UTA and City have entered into this Agreement effective the date first set forth herein.

UTAH TRANSIT AUTHORITY

By [Signature]
Title Acting CEO
Date: 25 April 18

By [Signature]
Title MANAGING VP, OPS, CAPITAL & ASSETS
Date: 4/24/18

Approved as to Form:

[Signature]
UTA Legal Counsel

MIDVALE CITY

By [Signature]
Title Mayor
Date: 10 April 2018

By [Signature]
Title City Recorder
Date: 10 April 2018



Approved as to Form:

[Signature]
Lisa Garner, Midvale City Attorney

EXHIBIT "A"

TIGER Projects
City Projects/Financial Commitments

EXHIBIT "B"

Form of Supplement to Stakeholder Agreement

**SUPPLEMENT NO. __ TO
STAKEHOLDER AGREEMENT
_____ CITY**

TIGER GRANT

TIGER 2016 GRANT NO.	UTA CONTRACT NO.	STAKEHOLDER CONTRACT NO.
SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT:		VALUE OF CITY PROJECTS
		\$
		CITY REPRESENTATIVE:

THIS SUPPLEMENT NO. __ TO STAKEHOLDER AGREEMENT ("Supplement"), made and entered into this ____ day of _____, 201__, by and between **UTAH TRANSIT AUTHORITY**, a public transit district ("UTA"), and _____ ("City").

The parties hereto entered in to a Stakeholder Agreement dated _____, (the "Agreement"), which Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed thereunder. All definitions and terms of the Agreement remain in full force and effect unless otherwise specified herein.

The parties hereto agree to the specific City Projects, including scope, schedule and budget as follows:

Description of work to be performed, including proposed location:
(Plans/Plan Sheets Attached)

Anticipated duration of work:

Estimated Total Cost of Work:
(Detailed Estimate Attached)

ESTIMATED BUDGET OF THIS SUPPLEMENT: \$ _____

ESTIMATED AMOUNT OF TIGER GRANT PARTICIPATION: \$ _____

ESTIMATED AMOUNT OF CITY PARTICIPATION: \$ _____

ADDITIONAL FUNDING SOURCES: \$ _____

Upon full execution of this Supplement and receipt by UTA of the City participation funds to UTA, the contractor will be authorized to proceed with the work covered herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first written above.

UTAH TRANSIT AUTHORITY

By _____
Title _____
Date: _____

By _____
Title _____
Date: _____

Approved as to Form:

UTA Legal Counsel

_____ CITY

By _____
Title _____
Date: _____

By _____
Title _____
Date: _____

EXHIBIT "C"

Form of Modification Supplement

**SUPPLEMENT NO. 1 TO
STAKEHOLDER AGREEMENT
MIDVALE CITY**

TIGER GRANT

TIGER 2016 GRANT NO. <u>2018-02</u>	UTA CONTRACT NO. <u>18-2302 BM</u>	STAKEHOLDER CONTRACT NO.
SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT: MID_CWI_1: CROSSWALK IMPROVEMENT; 7628 S CENTER ST		PROJECT VALUE OF CITY PROJECTS \$ 198,278
		CITY REPRESENTATIVE: KEITH LUDWIG

THIS SUPPLEMENT NO. 1 TO STAKEHOLDER AGREEMENT ("Supplement"), made and entered into this 10th day of April, 2018, by and between **UTAH TRANSIT AUTHORITY**, a public transit district ("UTA"), and Midvale City ("City").

The parties hereto entered in to a Stakeholder Agreement dated _____, (the "Agreement"), which Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed thereunder. All definitions and terms of the Agreement remain in full force and effect unless otherwise specified herein.

The parties hereto agree to the specific City Projects, including scope, schedule and budget as follows:

Description of work to be performed, including proposed location:
(Plans/Plan Sheets Attached)

Anticipated duration of work:

2018 TIGER Projects will begin once the funding partners deposit their City participation funds on or before April 1, 2018.. UTA commits the pre-design meeting to occur no later than 2 months upon receipt of participation funds.

Estimated Total Cost of Work:
(Detailed Estimate Attached)

ESTIMATED BUDGET OF THIS SUPPLEMENT: \$ 198,278

ESTIMATED AMOUNT OF TIGER GRANT PARTICIPATION: \$ 158,622

ESTIMATED AMOUNT OF CITY PARTICIPATION: \$ 39,656

ADDITIONAL FUNDING SOURCES: \$ N/A

Upon full execution of this Supplement and receipt by UTA of the City participation funds to UTA, the contractor will be authorized to proceed with the work covered herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first written above.

UTAH TRANSIT AUTHORITY

By [Signature]
Title Acting CEO
Date: 2/29/18

By [Signature]
Title Acting VP, Ops, Capital & Assets
Date: 4/24/18

Approved as to Form:

[Signature]
UTA Legal Counsel

MIDVALE CITY

By [Signature]
Title Mayor
Date: 10 April 2018

By [Signature]
Title City Recorder
Date: 10 April 2018



Approved as to Form:

[Signature]
Lisa Garner, Midvale City Attorney

Project ID	Project Description	Project Type	Municipality	Project Status	Project Manager(s)	Costing Agency	Construction Requirements & Project Management Costs	Per-Stop	Construction Engineering	\$ for Funding Source #1	Funding Source #1	\$ for Funding Source #2	Funding Source #2	\$ for Funding Source #3	Funding Source #3	Project Funding (D)	Year Funds Available	
MID_CW_1	762B S Sensor St; Install Hawk signal or other high visibility treatment at N Center Square crosswalk.	Crosswalk Improvement	Milwaukee	\$198,278	\$16,372	\$18,831	\$39,471	\$14,437	\$23,059	\$39,656	City - Local					\$39,656	\$138,622	2021
				\$198,278	\$16,372	\$18,831	\$39,471	\$14,437	\$23,059	\$39,656			\$0			\$39,656	\$138,622	

Pedestrian Hybrid Beacon (HAWK) Crosswalk System



Description

Installed at mid-block crosswalks, the **Pedestrian Hybrid Beacon System (PHB)**, formerly known as the **HAWK**, remains dark until a pedestrian presses a pushbutton to activate the system. When activated, the system flashes a sequence of amber warning beacons followed by red "stop" beacons, providing motorists with an unmistakable message to stop. The **PHB** system includes count-down pedestrian signal heads that provide "walk" and "don't walk" signals to inform pedestrians when it is safe to cross. Independent studies conducted by the Texas Transportation Institute found the **PHB** to be nearly as effective as a full traffic signal, with 97 percent motorist compliance.

Operation

Spot Devices **System Infrastructure Management Application (SIMA)** is a browser-based tool for remote, enterprise-wide supervision of all Spot Devices systems. **SIMA** allows users to perform system configuration, download reports or receive automatic diagnostic alerts from a browser-enabled desktop, notebook, tablet or smartphone. In contrast with traditional signal controllers, the intuitive **SIMA** user interface doesn't require a signal technician to configure and operate. Spot Devices **PHB** is purpose-built; all components are manufactured, configured and tested as one integrated system.

Highlights

- ▶ Reduced Cost - provides safety similar to a traffic signal at a fraction of the cost
- ▶ Increased Safety - red "stop" beacons and count-down signal heads send a message to both driver and pedestrian when it is safe to proceed
- ▶ Time Savings- the intuitive user interface doesn't require a signal technician to program, configure and maintain
- ▶ System Alerts – proactive e-mails, diagnostics and reporting simplify maintenance
- ▶ Reliability - systems are manufactured, configured and tested as a single system in the factory
- ▶ Peace of Mind - fail-safe circuitry prevents the presentation of a "walk" signal if a single red beacon has failed
- ▶ Power Option - AC
- ▶ Warranty - 2 years

System Components

- ▶ SC320H Pole-mount Network Controller
- ▶ SB440 Hybrid Beacon Head
- ▶ SB450 Count-down Pedestrian Signal Head
- ▶ Pushbutton
- ▶ Crosswalk signage

Spot
DEVICES

1455 Kleppe Lane
Sparks, NV 89431
888.520.0008 Toll Free
888.520.0007 Fax
www.spotdevices.com

Pedestrian *Hybrid* Beacon (HAWK) Crosswalk System

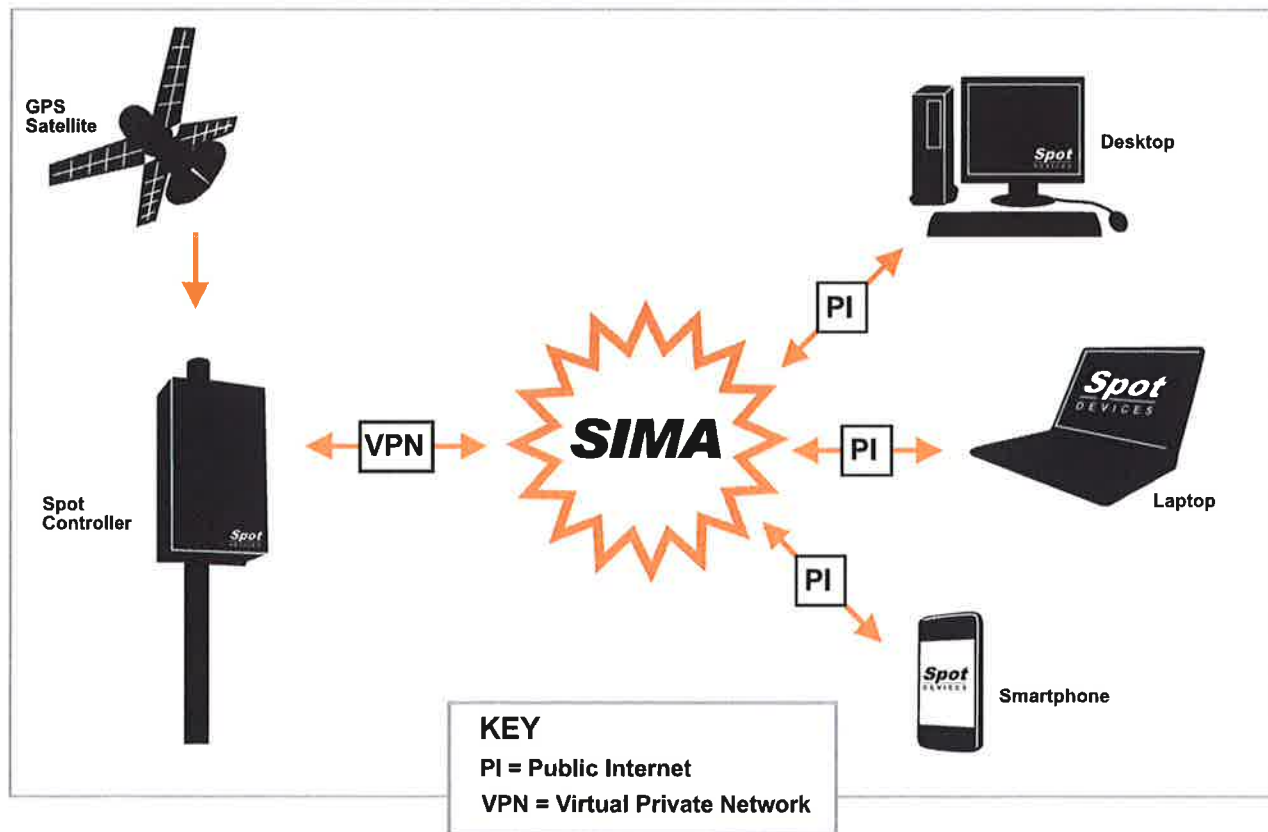
The Spot Devices Difference

Spot Devices is a US manufacturer with industry-leading technology, a full line of pedestrian and school zone safety systems and a reputation for exceptional customer service. Unique remote monitoring and programming tools reduce the total cost of ownership by decreasing the need for technician field visits, saving customers time and money.

Spot Devices System Infrastructure Management Application (SIMA) allows users to perform system configuration, download maintenance reports and receive automatic diagnostic alerts from any browser-enabled desktop, notebook, tablet or smartphone.



SIMA - Diagram



Spot
DEVICES

1455 Kleppe Lane
Sparks, NV 89431
888.520.0008 Toll Free
888.520.0007 Fax
www.spotdevices.com

SECTION 1: Project Information

Project Name:	Center Street/Center Square Crosswalk		
Project Number:		City/County:	Midvale/Salt Lake
Project Type:	Crosswalk Improvement	Road Ownership:	Midvale
Location	From: 120 West 7720 South	Include Project Concept Map:	
	To:	Local Match:	20%
Project Length: (N/A for point projects):		Year Funding Is Available:	2020

Contact Information:

Agency:	Midvale City
Primary Contact:	Keith Ludwig
Phone:	801-256-2574
Cell Phone:	801-244-4984
Email:	ludwigk@midvale.com
Signature & Date	

Project Description:

Bike lanes - include width of bike lane and painting limits. Describe how bike lanes will affect existing traffic lanes, traffic flow, and adjacent parking.

Crosswalks improvements – include direction of improvements (N, S, E, W), pole locations, striping, and/or pavers. Describe how the crosswalk improvements will benefit users.

Sidewalk improvements – include width of new sidewalk and sidewalk limits. Describe how the crosswalk improvements will benefit users.

Trails – include trail width, typical section, 30% level cut/fill lines, show ROW boundaries

Install 'HAWK' pedestrian crossing signal on the crosswalk running north-south across Center Street (7720 South) at Center Square (120 West). Will provide a safer crossing for pedestrians who want to cross Center Street which is 5 lanes wide. Pole bases will be located within existing street right-of-way.

Major Project Risks:

--

SECTION 2: Design Information (Executive Summary)

Roadway / Pavement Summary • <i>List items of work specific to project</i> • <i>Include pavement widening quantities and striping plan</i> • <i>Excavation – If a project requires excavation, describe why. Provide preliminary cut/fill lines to include in environmental documentation</i>	Estimated Construction Cost:	
Traffic and Safety Summary <i>Traffic, Signals, Lighting, ITS</i>	Estimated Construction Cost:	\$
<i>Poles, pole bases, mast arms, signal heads</i>		
Structures Summary <i>Bridges, Walls, Sign Structures, Box Culverts, Geotechnical</i>	Estimated Construction Cost:	\$
Environmental Summary/Status • <i>Document Type CatEx or EA</i> • <i>List anticipated impacts to environmental resources</i>	Estimated Mitigation Cost:	\$

Right of Way Summary • <i>Within existing ROW? Y</i> • <i>Existing ROW owned by: Midvale City</i> • <i>ROW need to be acquired? N</i> • <i>Who will acquire ROW needed?</i>	Estimated Property Cost:	\$

Utility and Railroad Summary	Estimated Relocation Cost:	\$

ITS Summary	Estimated Construction Cost:	\$

Public Involvement Summary <i>Include if outreach is needed for general purposes, project specific, or NA</i>	Estimated Cost:	\$

Miscellaneous Summary:

SECTION 3: Project Log

Return each project concept form and estimate to Rimiller@rideuta.com
please cc kirkendall@pbworld.com

Complete the Following:

Date Sent	Date Received

(Update this as major decisions are made regarding the project.)

Date	Decision Made

PROJECT # PROJECT NAME:
FLM Cost Estimate - Concept Level

Prepared By: Keith Ludwig

Date 7/27/2017

Proposed Project Scope: Install Hawk Pedestrian Signal

Approximate Route Reference Mile Post (BEGIN) =	(END) =
Project Length = 0.000 miles	ft
Current FY Year (July-June) = 2017	
Assumed Construction FY Year = 2018	
Assumed Yearly Inflation for Engineering Services (PE and CE) (%/yr) = 3.0%	
Assumed Yearly Inflation for Right of Way (%/yr) = 3.0%	
Items not Estimated (% of Construction) = 20.0%	
Preliminary Engineering (% of Construction + Incentives) = 10.0%	
Construction Engineering (% of Construction + Incentives) = 10.0%	

Construction Items	Cost	Remarks
Roadway and Drainage		
Traffic and Safety	\$180,000	
Structures		
Environmental Mitigation		
Subtotal	\$180,000	
Items not Estimated (20%)	\$36,000	
Construction Subtotal	\$216,000	
P.E. Cost	P.E. Subtotal	10%
	\$21,600	
C.E. Cost	C.E. Subtotal	10%
	\$21,600	
Right of Way (include exhibit)	Right of Way Subtotal	
Mobilization & Traffic Control	\$45,000	10% of Subtotal
Utilities	Utilities Subtotal	
Public Involvement Cost	PI Subtotal	2% design
	\$432	
Miscellaneous	Miscellaneous Subtotal	
	\$0	
PROJECT TOTAL	\$304,632	

Project Assumptions

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CONTRACT SUMMARY PAGE (INTERNAL USE)

Contract Number: 0000002129 Version: 1 Desc: DRD Transport:PedActivatedCros
Supplier Name: MIDVALE CITY CORP
Comments: DRD- Interlocal - County to transfer up to \$375,000.00 from the County Transportation Funds to the City to reimburse the City for certain costs incurred by the City for construction of a pedestrian activated crosswalk integrated with the UTA rail crossing on Center Street adjacent to the Midvale Center TRAX Station (See Exhibit A), as long as the costs are for reducing transportation related debt, regionally significant transportation facility or public transit project of regional significance. Term to the earlier of (i) the date the City has been disbursed the Maximum Reimbursable Amount, (ii) the date the agreement is terminated, or (iii) 12/31/2024
Contract Amount: \$375,000.00
Agency Name: Rgnl Trans, Housng & Econ Dev
Period Performance from 1/18/2019 to 12/31/2024
Procurement Type: EXI Exempt Interlocal
Reason Code:
Buyer: RMatthes

7.25



SALT LAKE COUNTY

2001 So. State Street
Salt Lake City, Utah 84114

Agenda Item

File #: 19-033

Topic/Discussion Title:

A resolution of the Salt Lake County Council approving execution of an interlocal cooperation agreement with Midvale City providing for the transfer of county transportation funds for certain transportation projects within Salt Lake County.

Description: As part of the 4th quarter sales tax funding for multi-modal transportation provided by SB 136, the Mayor recommended, and the County Council approved \$375,000 in funding for the following project. Midvale City Center Street TRAX Station Crosswalk: Construction of a pedestrian activated crosswalk integrated with the UTA rail crossing on Center Street adjacent to the Midvale Center TRAX Station. Note: This project was funded by TIGER, the \$375,000 is to cover the cost overrun resulting from cost overruns for upgrades to infrastructure and software at five (5) signal railroad houses).

Requested Action: Consent

Presenter(s): Wilf Sommerkorn and Helen Peters

Time Needed: Consent

Time Sensitive: Yes

Specific Time(s): Enter text here - if important to schedule at a specific time, list a few preferred times.

Requesting Staff Member: Helen Peters

Will You be Providing a PowerPoint: No

Please attach the supporting documentation you plan to provide for the packets. Agenda items must be approved by Wednesday at 11:00 am. While not ideal, if PowerPoint presentations are not yet ready, you can submit them by 10 am the Friday morning prior to the COW meeting. Items without documentation may be withheld from consideration for that COW meeting.

RESOLUTION NO. 5492

January 8, 2019

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH MIDVALE CITY PROVIDING FOR THE TRANSFER OF COUNTY TRANSPORTATION FUNDS FOR CERTAIN TRANSPORTATION PROJECTS WITHIN SALT LAKE COUNTY.

WITNESSETH

WHEREAS, Salt Lake County (the "County") and Midvale City (the "City") are "public agencies" as defined by the Utah Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 *et seq.*, and, as such, are authorized by the Cooperation Act to each enter into an interlocal cooperation agreement to act jointly and cooperatively on the basis of mutual advantage;

During the 2018 General Session, the State Legislature passed SB136, which amended Section 59-12-2219 of the Revenue and Taxation Code, Utah Code Ann. §§ 59-12-101 *et seq.*, to provide for implementation of a .25% increase in the County Sales Tax to be used by the County for certain transportation purposes (hereinafter "County Transportation Funds"); and

WHEREAS, the County desires to use the County Transportation Funds by financing all or a portion of the costs of a regionally significant transportation facilities or public transit projects of regional significance throughout the County in accordance with Utah Code Ann. §59-12-2219(11)(a)(ii) and all other applicable federal, state and local laws, rules and regulations; and

WHEREAS, the County now desires to enter into an interlocal cooperation agreement with City, which is attached hereto as **ATTACHMENT A** (the "Interlocal Agreement"), to provide for reimbursement of expenses;

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County:

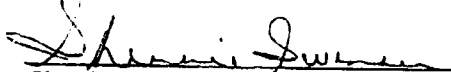
1. The Interlocal Cooperation Agreement between Salt Lake County and City is approved, in substantially the form attached hereto as **ATTACHMENT A**, and that the Salt Lake County Mayor is authorized to execute the same.

[Signature Page to Follow]

APPROVED AND ADOPTED, this 8th day of January, 2019.


Richard Snelgrove Chairperson

ATTEST:


Sherrie Swensen
Salt Lake County Clerk

Voting:

Council Member Bradley	"Aye"
Council Member Bradshaw	"Aye"
Council Member Burdick	"Aye"
Council Member DeBry	"Aye"
Council Member Granato	"Aye"
Council Member Jensen	"Aye"
Council Member Winder Newton	Absent
Council Member Snelgrove	"Aye"
Council Member Wilson	"Aye"

APPROVED AS TO FORM:

Craig J.

Wangsgard

Deputy District Attorney

Digitally signed by Craig J. Wangsgard
DN: dc=org, dc=slco, ou=Departments, ou=District
Attorney, ou=Users, ou=GC, cn=Craig
J. Wangsgard,
email=CWangsgard@slco.org
Date: 2018.12.26 08:45:38 -07'00'

ATTACHMENT A
Interlocal Cooperation
Agreement with the Midvale City

County Contract No.
000005 2129
DA Log No. 18-12767

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

MIDVALE CITY

This Interlocal Cooperation Agreement (this "Agreement") is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the "County") and **MIDVALE CITY**, a municipal corporation of the State of Utah (the "City"). The County and the City may each be referred to herein as a "Party" and collectively as the "Parties."

R E C I T A L S:

A. The County and the City are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the "Interlocal Act"), and, as such, are authorized by the Interlocal Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

B. During the 2018 General Session, the State Legislature passed SB136, which amended Section 59-12-2219 of the Revenue and Taxation Code, Utah Code Ann. §§ 59-12-101 *et seq.*, to provide for implementation of a .25% increase in the County Sales Tax to be used by the County for certain transportation purposes (hereinafter "County Transportation Funds").

C. On May 1, 2018, the Salt Lake County Council passed Ordinance 1829, imposing a .25% increase the County sales tax.

D. The County desires to use County Transportation Funds to further regional transportation by financing all or a portion of the costs of a regionally significant transportation facilities or public transit projects of regional significance throughout the County in accordance with Utah Code Ann. §59-12-2219(1)(a)(ii) of the Code and all other applicable federal, state and local laws, rules and regulations.

E. The County and the City now desire to enter into this Agreement providing for the transfer of up to Three Hundred and Seventy-Five Thousand Dollars and No Cents (\$375,000.00) of County Transportation Funds to the City to reimburse the City for certain costs that are incurred by the City for construction of a pedestrian activated crosswalk integrated with

the UTA rail crossing on Center Street (approximately 95 West) adjacent to the Midvale Center TRAX Station. This project was funded by TIGER, the \$375,000 is to cover the cost overrun resulting from upgrades to infrastructure and software at five (5) signal railroad houses, so long as such costs are for reducing transportation related debt, regionally significant transportation facility or public transit project of regional significance.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

ARTICLE 1 - INCORPORATION AND DEFINITIONS

1.1. **Incorporation and Definitions.** The foregoing recitals and all exhibits hereto are hereby made a part of this Agreement. Unless otherwise defined in this Agreement, terms shall have the meaning set forth in the Transportation Code. The following terms shall have the following meanings in this Agreement:

- (a) **County Transportation Funds:** As defined in the Recitals above.
- (b) **Event of Default:** As defined in Section 6.1 below.
- (c) **Event of Force Majeure:** As defined in Section 7.4 below.
- (d) **Maximum Reimbursable Amount:** The amount specified for the Project in the Project Description attached hereto as Exhibit A.
- (e) **Project:** The transportation project or projects described in or determined pursuant to the Project Description.
- (f) **Project Description:** The project description attached hereto as Exhibit A.
- (g) **Project Element.** A discrete portion of the Project.
- (h) **Reimbursable Project Costs:** Costs incurred by the City during the Reimbursement Term for the Project, so long as such costs are consistent with the allowable uses for County Transportation Funds described Utah Code Ann. §59-12-2219(11)(a)(ii) and in accordance with the Certificate of Grant Recipient.
- (i) **Reimbursement Term:** The period of time commencing with the effective date of this Agreement and expiring upon the earlier of (i) the date the City has been disbursed, in aggregate, the Maximum Reimbursable Amount, (ii) the date this Agreement is terminated, or (iii) December 31, 2024. The County and City legislative body hereby delegate to its respective Mayor the authority to extend this Agreement for an additional 3 one-year periods without legislative action.
- (j) **Request for Disbursement:** A statement from the City, in the form attached

hereto as Exhibit B, requesting an amount of County Transportation Funds to be disbursed to the City for reimbursement of Reimbursable Project Costs.

1.2. Interpretation of Action That May be Taken by the County. Whenever in this Agreement an action may be taken or not taken by the County, in its sole discretion, this shall mean that the action may be taken or not taken by the Mayor of the County, or his/her official designee (or the Director of the Department of Regional Transportation Housing and Economic Development, if such duty is so delegated to him/her by the Mayor of the County), in his/her sole discretion.

ARTICLE 2 - DISBURSEMENT OF COUNTY TRANSPORTATION FUNDS

2.1. County Transportation Funds. During the Reimbursement Term, the County shall disburse County Transportation Funds to the City to reimburse the City for Reimbursable Project Costs, up to the Maximum Reimbursable Amount for the Project, all on the terms and subject to the conditions of this Agreement.

2.2. Annual Status Update. Until the Project has been completed and the County Transportation Funds have been fully disbursed to the City, the City shall, on an annual basis, update the County on the status of (a) the Project and (b) the anticipated timing and amount of future Request for Disbursement submittals. This annual update shall be submitted to the County in writing (via letter or email) on or before June 30th each year.

ARTICLE 3 — REPRESENTATIONS AND WARRANTIES

3.1. City's Representations and Warranties. The City hereby represents, covenants, and warrants to the County as follows:

(a) Use of County Transportation Funds. Any County Transportation Funds disbursed to the City by the County under this Agreement will be used by the City: (1) solely to reimburse the City for costs actually incurred by the City for the Project during the Reimbursement Term, so long as such costs are consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii); and (2) in accordance with all other applicable federal, state and local laws, rules and regulations.

(b) No Default. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the City under this Agreement.

(c) Information. To the best of the City's knowledge, any information furnished to the County by the City under this Agreement or in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit any material fact.

(d) Relationship of County and City. The County is not acting as a lender to the City. The County has no fiduciary or other special relationship with the City and

therefore no fiduciary obligations are created by this Agreement or are owed to the City or any third parties.

(e) Effect of Request for Disbursement. Each Request for Disbursement shall constitute a representation and warranty that the information set forth in such Request for Disbursement is true and correct.

3.2. City's Additional Representations – Liability and Reliance. Notwithstanding anything to the contrary in this Agreement, the City further represents that the County has not opined on and will not at any point be deemed to have opined on whether any particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is made to the City under this Agreement is consistent with the allowable uses described in Utah Code Ann. §59-12-2219(11)(a)(ii) or in accordance with other applicable federal, state and local laws, rules and regulations. As such, notwithstanding anything to the contrary in this Agreement, the City agrees to be liable for and indemnify the County from any improper use of the County Transportation Funds, as indicated in Section 5.1 below. Furthermore, the City agrees that it will independently determine whether any particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii), and, as indicated in Section 4.2(e) below, the City agrees that it will not rely on the County's review or acceptance of any Request for Disbursement, the Project Description, or any other information submitted to the County by the City, in making that determination.

ARTICLE 4 — DISBURSEMENTS

4.1. Conditions for Each Disbursement of County Transportation Funds. The County will not be obligated to disburse County Transportation Funds to the City to cover Reimbursable Project Costs unless and until the following conditions have been satisfied:

(a) Sufficient Funds. County has accumulated Sufficient County Transportation Funds to make the disbursement.

(b) Documents to be Furnished for Each Disbursement. The City has furnished to the County, for each and every disbursement:

(1) a Request for Disbursement; and

(2) invoices and proof of payment for any Reimbursable Project Cost incurred by the City for which the City is seeking reimbursement from the County pursuant to the Request for Disbursement.

(c) Completion of Project Element. The City has completed or caused to be completed the Project Element or Elements to which the Request for Disbursement relates and for which Reimbursable Project Costs were incurred by the City.

(d) Reimbursable Project Costs Paid by the City. The Reimbursable Project

Costs included in the Request for Disbursement have actually been paid by the City.

(e) No Event of Default. No Event of Default has occurred and is continuing beyond any applicable cure period.

(f) Warranties and Representations True. All warranties and representations made by the City in this Agreement have remained true and correct and all warranties and representations made by the City in the Request for Disbursement are true and correct.

4.2. Disbursements.

(a) In General. For any and all desired disbursements of County Transportation Funds, the City shall submit a Request for Disbursement directly to the County. The City agrees to respond in a timely manner to any reasonable requests made by the County for additional information relating to any Request for Disbursement. In the event that the County declines to make the full disbursement requested in any Request for Disbursement for failure to comply with the terms of this Agreement, the County shall notify the City promptly and shall provide a written explanation of the specific reasons for such decision. The City shall submit a Request for Disbursement to the County no more frequently than once every thirty (30) days.

(b) Amount of Disbursement. Subject to compliance with the terms and conditions of this Agreement, the County shall disburse to the City the amount of County Transportation Funds requested by the City in a Request for Disbursement for Reimbursable Project Costs, but in no event shall the County be required to disburse more than the Maximum Reimbursable Amount, in aggregate, over the Reimbursement Term. However, if the County determines that the City has not complied with all terms and conditions set forth in this Agreement or determines that the City's Request for Disbursement is deficient in any respect, the County may, in its sole discretion, decline to make a disbursement, or may make a partial disbursement based on the extent to which the City has complied with the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, the County will not reimburse the City for Reimbursable Project Costs to the extent such costs have been funded with non-City funds (e.g., other federal, state, or local grant funds).

(c) Payment of Disbursements. The County shall, within ninety (90) days after receiving a Request for Disbursement from the City, either disburse to the City the amount requested by the City or provide a written notice to the City setting forth the reasons for non-disbursement or partial-disbursement. The County shall have no obligation to accept a Request for Disbursement or to make a disbursement of County Transportation Funds to the City after expiration of the Reimbursement Term. Additionally, following expiration of the Reimbursement Term, the County may, in its sole discretion, reallocate any remaining and undisbursed County Transportation Funds (for which a Request for Disbursement has not been submitted and is not pending) toward other projects within Salt Lake County.

(d) Acquiescence Not a Waiver. To the extent that the County may have acquiesced in noncompliance with any conditions precedent to the disbursement of County Transportation Funds, such acquiescence shall not constitute a waiver by the County and the County at any time after such acquiescence may require the City, as to future requests for disbursements, to comply with all such applicable conditions and requirements under this Agreement.

(e) Disclaimer of Liability.

(1) The County will not be responsible in any manner to the City or any third-party for the quality, design, construction, structural integrity, or health or safety features of any Project for which County Transportation Funds are disbursed to the City to reimburse Reimbursable Project Costs, notwithstanding the County's review and approval of the City's Requests for Disbursement or any other information submitted to the County under this Agreement.

(2) Furthermore, the City acknowledges and agrees that the County's review and approval of the City's Request for Disbursement or any other information submitted to the County under this Agreement and the wording of the Project Description will not be deemed to be a review or acknowledgement by the County as to whether any particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii) or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the County Transportation Funds, as indicated in Section 5.1 below.

ARTICLE 5 — COVENANTS AND AGREEMENTS

5.1. Indemnification and Liability.

(a) Liability. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(b) Indemnification. The City agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third Parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) the City's breach of this Agreement; (ii) any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; (iii) any improper use of the County Transportation Funds; or (iv) the City's

breach of the Certificate of Grant Recipient attached hereto as Exhibit B. The City agrees that its duty to defend and indemnify the County under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The City further agrees that the City's indemnification obligations in this Section 5.1 will survive the expiration or termination of this Agreement.

5.2. Recordkeeping. The City agrees to maintain its books and records in such a way that any County Transportation Funds received from the County will be shown separately on the City's books. The City shall maintain records adequate to identify the use of the County Transportation Funds for the purposes specified in this Agreement. Upon request of the County, the City shall make its books and records related to the County Transportation Funds available to the County at reasonable times.

5.3. Assignment and Transfer of County Transportation Funds. The City shall not assign or transfer its obligations under this Agreement nor its rights to the County Transportation Funds under this Agreement without prior written consent from the County. The City shall use the County Transportation Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

ARTICLE 6 —DEFAULTS AND REMEDIES

6.1. City Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" as such term is used herein:

(a) Failure of the City to comply with any of the material terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the City on or before the expiration of a sixty (60) day period (or, if the County approves in writing, which approval shall not be unreasonably withheld, conditioned or delayed, such longer period as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be cured within 60 days) commencing upon the County's written notice to the City of the occurrence thereof.

6.2. County's Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all other remedies conferred upon the County by law or equity or other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(a) Withhold further disbursement of County Transportation Funds to the City; and/or

(b) Reduce the amount of any future disbursement of County Transportation Funds to the City by the amount incurred by the County to cure such default; and/or

(c) Terminate this Agreement.

ARTICLE 7 — MISCELLANEOUS

7.1. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Act in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Act.

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.

(d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(e) No separate legal entity is created by the terms of this Agreement. Pursuant to Section 11-13-207 of the Interlocal Act, to the extent this Agreement requires administration other than as set forth herein, the County Mayor and the City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

(f) No real or personal property shall be acquired jointly by the Parties as a result of this agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

(g) Either Party may withdraw from the joint or cooperative undertaking described in this Agreement only upon the termination of this Agreement.

(h) Voting of the County mayor and the City Mayor shall be based on one vote per Party.

(i) The functions to be performed by the joint or cooperative undertaking are those described in this Agreement.

(j) The powers of the joint board are those described in this Agreement.

7.2. Term of Agreement. This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or

persons for the County and the City, respectively, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate upon expiration of the Reimbursement Term. If upon expiration of the Reimbursement Term, the County has not disbursed to the City the Maximum Reimbursable Amount, then all such undisbursed County Transportation Funds may be used by the County as the County deems appropriate.

7.3. Non-Funding Clause.

(a) The County has requested or intends to request an appropriation of County Transportation Funds to be paid to the City for the purposes set forth in this Agreement. If County Transportation Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute County Transportation Funds to the City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to Contribute County Transportation Funds to the City in succeeding fiscal years. The County's obligation to contribute County Transportation Funds to the City under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of the City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(b) If County Transportation Funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify the City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify the City of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which County Transportation Funds were last appropriated for contribution to the City under this Agreement.

7.4. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or the City that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to the City.

7.5. **Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows (or to such other address that may be designated by the receiving party from time to time):

If to Salt Lake County: Department of Regional Transportation, Housing and
Economic Development
2001 South State, S2-100
Salt Lake City, Utah 84190

With a copy to: Salt Lake County District Attorney
35 East 500 South
Salt Lake City, Utah 84111

If to the City: Midvale City, Mayor
7505 Holden St.
Midvale, UT 84047

7.6. **Ethical Standards.** The City represents that it has not: (a) provided an illegal gift in connection with this Agreement 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 Agreement 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 in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County Ordinances.

7.7. **Entire Agreement.** This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

7.8. **Amendment.** This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by both Parties.

7.9. **Governing Law and Venue.** The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

7.10. **No Obligations to Third Parties.** The Parties agree that the City's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the City. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

7.11. **Agency.** No officer, employee, or agent of the City or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. The City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

7.12. **No Waiver.** The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

7.13. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

7.14. **Counterparts.** This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

[Intentionally Left Blank - Signature Page Follows]

INTERLOCAL AGREEMENT - SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By Eino Stenmark
Mayor or Designee

Dated: 11/18, 2019

Approved by:

DEPARTMENT OF REGIONAL TRANSPORTATION,
HOUSING AND ECONOMIC DEVELOPMENT

By Willy Sommercorn Stuart Olson
Acting Department Director

Dated: Dec 27, 2018

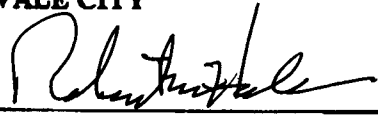
Approved as to Form and Legality:

Craig J.
Wangsgard
By Deputy District Attorney
Digitally signed by Craig J. Wangsgard
DN: dc=org, dc=slcounty,
ou=Department, ou=District Attorney,
ou=Users, ou=GC, cn=Craig J.
Wangsgard,
email=CWangsgard@slco.org
Date: 2018.12.26 15:37:55 -0700

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12.26.18.docx

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR CITY

MIDVALE CITY

By 

Name: Robert M. Hale

Title: Mayor

Dated: 5 February, 2019

Attest:

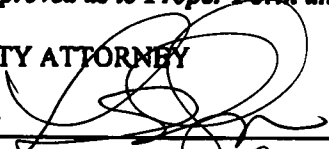


Deputy, City Recorder

Date signed: 2-5-19

Approved as to Proper Form and Compliance with Applicable Law:

CITY ATTORNEY

By 

Name: Lisa A. Garner

Dated: 2/5/19, 20

EXHIBIT A
PROJECT DESCRIPTION
for
MIDVALE CITY

1) **Project Title: Center Street TRAX Station Crosswalk**

Project Description:	Construction of a pedestrian activated crosswalk integrated with the UTA rail crossing on Center Street (approximately 95 West) adjacent to the Midvale Center TRAX Station. This project was funded by TIGER, the \$375,000 is to cover the cost overruns for upgrades to infrastructure and software at five (5) signal railroad houses.
Maximum Reimbursable Amount:	\$375,000.00

EXHIBIT B

Request for Disbursement Form

REQUEST FOR DISBURSEMENT

To: Salt Lake County

Re: Midvale City – Interlocal Agreement for County Transportation Funds

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Interlocal Cooperation Agreement (the "Agreement") between Salt Lake County (the "County") and Midvale City (the "City"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on Schedule 1 attached hereto is a Reimbursable Project Cost and was incurred in connection with the Project.
2. These Reimbursable Project Costs have been paid by the City and are reimbursable under the Agreement.
3. Each item listed on Schedule 1 has not previously been paid or reimbursed from money obtained from the County.
4. Invoices and proof of payment for each item listed on Schedule 1 are attached hereto.
5. There has not been filed with or served upon the City any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm, or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All work for which reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. The City is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default under the Agreement.
8. All of the City's representations set forth in the Agreement remain true and correct as of the date hereof.
9. The City acknowledges and agrees that the County's review and approval of this Request for Disbursement will not be deemed to be a review by the County as to whether any

particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is sought hereunder is consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii) or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the County Transportation Funds, as indicated in Section 5.1 of the Agreement.

Dated this 12th day of February, 2019.

MIDVALE CITY

By: [Signature]

Name: Robert M. Hale

Title: Mayor

attest: Shelly Reed
Deputy Recorder



Approved for Payment this _____ day of _____, 20 ____.

SALT LAKE COUNTY

By: _____

Name: _____

Title: _____



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: May 5, 2020

SUBJECT: SQF, LLC Telecommunications and Wireless Franchise Applications

SUBMITTED BY: Garrett Wilcox, Deputy City Attorney

SUMMARY:

Midvale Municipal Code Chapters 5.52 and 5.54 require companies providing telecommunications and wireless communication services within Midvale to acquire a franchise agreement with the City prior to providing services. The franchise agreements require compliance with the City's ordinances and further specify a number of requirements including those for insurance and bonds.

SQF, LLC has submitted complete applications for telecommunications and wireless franchises. SQF is an infrastructure provider. It has indicated that it wishes to install small wireless facilities and a corresponding telecommunications network within Midvale. It will not be using its facilities to directly provide wireless service to Midvale residents. Instead, it will be leasing its system to cellular providers. However, SQF is prohibited from installing equipment in the City right-of-way without written confirmation from a wireless service provider.

The negotiated franchise agreements with SQF are materially the same as the franchises executed with Crown Castle and ExteNet. They were reviewed and approved by the City Council in 2018.

SQF, LLC
16 Middle Street, 4th Floor
Portland, ME 04101

City of Midvale
7505 S Holden St
Midvale, UT 84047

April 22, 2020

Per Midvale Municipal Code Section 5.52.230(C), SQF, LLC, and any successor and interest agrees to comply with the requirements of Article VI of Chapter 5.52, as part of their telecommunication franchise agreement with the City of Midvale.

SQF, LLC can be contacted at:

SQF, LLC
ATTN: Liza Quinn
16 Middle Street, 4th Floor
Portland, ME 04101
207-308-9032 (business hours, non-emergency)
207-358-7467 (24/7/365 emergency)

Or by email at:

SQFNotifications@tilsontech.com

Signed as of the date below.

By: 

Name/Title: Paul Slotemaker, AICP, Sr Site Acquisition Specialist

Date: 4/22/2020

- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH -

Application of SQF, LLC for a Certificate of Public Convenience and Necessity to Provide Local Exchange Telecommunications Services in the State of Utah	<u>DOCKET NO. 17-2599-01</u> <u>REPORT AND ORDER</u>
--	---

ISSUED: October 13, 2017

SYNOPSIS

The PSC approves the application of SQF, LLC (SQF) for a Certificate of Public Convenience and Necessity and authorizes SQF to provide local exchange telecommunications services within Utah.

PROCEDURAL HISTORY

SQF filed its application on August 29, 2017, seeking a certificate of public convenience and necessity (Certificate) for authority to provide telecommunications services within Utah. SQF seeks authority to offer local exchange services throughout the State of Utah to and from all points in the state that are currently or become open to competition. The application set forth detailed information regarding the technical, financial, and managerial resources and abilities of SQF to provide the public telecommunications services it seeks to offer. In addition, SQF requested that the Commission waive the \$100,000 bond requirement set forth in Utah Administrative Code R746-349-3(A)(2), as the company will not require customer deposits or prepayments.

On September 19, 2017, the Division of Public Utilities (DPU) filed a memorandum recommending approval of the application. In its memorandum, the DPU noted the following:

1. Approval of SQF's application will serve the public interest by creating greater competition in Utah's local exchange marketplace.
2. SQF intends to operate initially in CenturyLink/Qwest's non-rural ILEC service area. Therefore, SQF will not operate in any area considered rural or within an area of an incumbent with fewer than 30,000 total access lines.
3. SQF seeks to provide wholesale transport, trunks and loops to wireless local loop providers by increasing network coverage and network capacity with its services. SQF deploys small network nodes (low-powered small cellular antennas), facilities-based and leased fiber transport, and routing/switching of comingled voice and data traffic (including local exchange bound service as internet protocol traffic generated by other retail providers) for its wholesale customers. SQF's customers include wireless internet service providers, public safety network operators, CLECs, and cellular carriers.

In the August 30, 2017 notice of filing and comment period the PSC stated: "If no comment is filed in opposition to the application, the PSC will adjudicate this docket informally and without hearing."¹ No comments from parties expressing opposition to the application were filed.

In light of the foregoing, the PSC enters the following Findings of Fact, Conclusions of Law, and Order.

FINDINGS OF FACT

1. There are no intervenors in this docket. There has been no opposition to the application.

¹ Notice p. 1. See also Utah Code § 54-8b-3.

2. SQF has filed documentation containing sufficient information to support the application.
3. SQF has demonstrated that it is qualified to do business in Utah.
4. SQF proposes to provide public telecommunications services in the non-rural ILEC service area of CenturyLink/Qwest.
5. SQF will utilize its managerial expertise to support its Utah operations.
6. SQF has sufficient technical resources and abilities to provide the public telecommunications services it proposes to offer.
7. SQF has a positive net worth and sufficient working capital for its Utah operations.
8. In providing intrastate services, SQF will be subject to competition from other certified telecommunications service providers.
9. SQF's service offerings will provide customers with a wider range of choice in meeting their telecommunications needs and will support the development of competition.
10. SQF will not require customer deposits or offer any prepaid services in Utah.

CONCLUSIONS OF LAW

1. SQF meets each of the statutory requirements of Utah Code Ann. §§ 54-8b-1.1 *et seq.* for the requested Certificate.
2. SQF's request to be exempted from the \$100,000 bond requirement is in accord with PSC practice and is in the public interest.

3. Issuance of the requested Certificate to provide public telecommunications services, as described in the application, is in accord with the legislative policy set forth in Utah Code Ann. §§ 54-8b-1.1 *et seq.*, and is in the public interest.

ORDER

In light of the Findings and Conclusions set forth above, the PSC ORDERS:

1. SQF, LLC is granted the Certificate attached as Exhibit A, which exhibit is incorporated by reference into this Order as if fully set forth.
2. SQF, LLC's Certificate is subject to the limitations stated therein.
3. SQF, LLC shall provide annual reports to the PSC and to the DPU. SQF, LLC shall meet with the DPU to determine what information is required in order for the DPU to exercise its statutory obligations.
4. SQF, LLC is exempted from the \$100,000 bond requirement set forth in Utah Administrative Code R746-349-3(A)(2).

Any person may file a protest in regard to this Order within 20 days from the date of issuance. If the PSC finds the protest to be meritorious, the effective date shall be suspended pending further proceedings. Otherwise, this order shall take effect 20 days from the signature date below.

DOCKET NO. 17-2599-01

- 5 -

DATED at Salt Lake City, Utah, October 13, 2017.

/s/ Thad LeVar, Chair

/s/ David R. Clark, Commissioner

/s/ Jordan A. White, Commissioner

Attest:

/s/ Gary L. Widerburg
Commission Secretary
DW#297303

Notice of Opportunity for Agency Review or Rehearing

Pursuant to Utah Code Ann. §§ 63G-4-301 and 54-7-15, a party may seek agency review or rehearing of this order by filing a request for review or rehearing with the PSC within 30 days after the issuance of the order. Responses to a request for agency review or rehearing must be filed within 15 days of the filing of the request for review or rehearing. If the PSC fails to grant a request for review or rehearing within 20 days after the filing of a request for review or rehearing, it is deemed denied. Judicial review of the PSC's final agency action may be obtained by filing a Petition for Review with the Utah Supreme Court within 30 days after final agency action. Any Petition for Review must comply with the requirements of Utah Code Ann. §§ 63G-4-401, 63G-4-403, and the Utah Rules of Appellate Procedure.

DOCKET NO. 17-2599-01

- 6 -

EXHIBIT A

- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH -

Application of SQF, LLC for a Certificate of Public Convenience and Necessity to Provide Local Exchange Telecommunications Services in the State of Utah	<u>DOCKET NO. 17-2599-01</u> <u>CERTIFICATE 2599</u>
--	---

ISSUED: October 13, 2017

The Public Service Commission of Utah, pursuant to Utah Code Ann. § 54-8b-2.1, issues a Certificate of Public Convenience and Necessity authorizing SQF, LLC to provide public telecommunications services within the State of Utah. SQF, LLC may not operate in any area with fewer than 5,000 access lines that is served by an incumbent local exchange carrier that has fewer than 30,000 total access lines.

DATED at Salt Lake City, Utah, October 13, 2017.

/s/ Thad LeVar, Chair

/s/ David R. Clark, Commissioner

/s/ Jordan A. White, Commissioner

Attest:

/s/ Gary L. Widerburg
Commission Secretary
DW#297303

CERTIFICATE OF SERVICE

I CERTIFY that on October 13, 2017, a true and correct copy of the foregoing was served upon the following as indicated below:

By Electronic-Mail:

Nicholas Bournakel (nbournakel@tilsontech.com)
SQF, LLC

Brett N. Anderson (bretta@blackburn-stoll.com)

Vicki Baldwin (vbaldwin@parsonsbehle.com)

Sharon Bertelsen (bertelsens@ballardspahr.com)

Larry Bowman (larry.bowman@charter.com)

Brian W. Burnett (bburnett@kmclaw.com)

(cflregulatory@chartercom.com)

Eddie L. Cox (ecox@cut.net)

Carl Erhart (carl.erhart@ftr.com)

William J. Evans (bevans@parsonsbehle.com)

James Farr (james.farr@centurylink.com)

Amy Gross (agross@tminc.com)

Alan Haslem (ahaslem@mleainc.com)

Ray Hendershot (ray.hendershot@beehive.net)

William Huber (william.huber@questar.com)

Bill Hunt (williamp.hunt@dish.com)

David R. Irvine (drirvine@aol.com)

Kristin L. Jacobson (Kristin.l.jacobson@sprint.com)

Brock Johansen (bjohansen@emerytelcom.com)

Dawn Kubota (kubotad@ballardspahr.com)

Jasen Lee (jlee@desnews.com)

Shirley Malouf (srmalouf@stoel.com)

Jennifer H. Martin (jhmartin@stoel.com)

Steve Mecham (sfmecham@gmail.com)

Roger Moffitt (roger.moffitt@att.com)

Gregory Monson (gbmonson@stoel.com)

Sharon Mullin (slmullin@att.com)

Thorvald Nelson (tnelson@hollandhart.com)

Janice Ono (Janice.ono@att.com)

Sheila Page (spage@utah.gov)

Mike Peterson (mpeterson@utahcooperatives.org)

Pam Pittenger (pam.pittenger@ftr.com)

Jenny Prescott (jenny.prescott@allwest.com)

Bruce Rigby (bruce@ucmc-usa.com)

Gary Sackett (gsackett@joneswaldo.com)

Kira Slawson (kiram@blackburn-stoll.com)

Alan L. Smith (alanakaed@aol.com)

Ted D. Smith (tsmithlaw@earthlink.net)

Kendra Thomas (kthomas@kfrservices.com)

Bruce H. Todd (btodd@stratanetworks.com)

Jake Warner (jakew@beehive.net)

James H. Woody (jwoody@union-tel.com)

John Woody (jowoody@union-tel.com)

Union Telephone Company

Patricia Schmid (pschmid@agutah.gov)

Justin Jetter (jjetter@agutah.gov)

Robert Moore (rmoore@agutah.gov)

Steven Snarr (stevensnarr@agutah.gov)

Assistant Utah Attorneys General

Erika Tedder (etedder@utah.gov)

Division of Public Utilities

By Hand-Delivery:

Office of Consumer Services
160 East 300 South, 2nd Floor
Salt Lake City, Utah 84111

Administrative Assistant

THE HARTFORD

Franchise Bond

KNOW ALL MEN BY THESE PRESENTS,

That SQF, LLC as Principal,
 and The Hartford Fire Insurance Company, a corporation of the State of CT
 having its executive office in Hartford, as Surety, are held and firmly bound unto
City of Midvale hereinafter referred to as
 Obligee in the penal sum of Ten Thousand & 00/100 Dollars (\$10,000.00)

for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to said penal sum regardless of the number of years this bond remains in force or is renewed, of the number of premiums that shall be payable or paid, the number of Subscribers to the system and/or legal fees which may be required and incurred.

WHEREAS, the Obligee has granted a franchise to Principal to use the public streets and places within the Municipality to install SQF-owned dark fiber networks in the right of way leased to other carriers, primarily wireless carriers.

NOW THEREFORE, the condition of this obligation is such, that if the above bound principal shall faithfully perform, well and truly observe and fulfill the terms and conditions of the franchise, then this obligation shall be null and void; otherwise, it shall remain in full force and effect until terminated or cancelled.

PROVIDED, HOWEVER, it shall be a condition precedent to any right or recovery hereunder, that in event of any default on the part of the Principal, a written statement of the particular facts showing the date and nature of such default shall be immediately delivered to the Surety by certified mail at: Hartford Plaza, T-4-47, Hartford, CT 06155.

AND PROVIDED FURTHER that no action, suit or proceeding shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within twelve (12) months after an act of breach or cancellation of this bond or termination of said franchise, whichever occurs first.

This Bond may be terminated or cancelled by Surety by giving thirty (30) days prior notice in writing to Principal and said Obligee, such notice to be given by certified mail. Such termination or cancellation shall not affect any liability incurred or accrued under this Bond prior to the effective date of such termination or cancellation

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the 13th day of April, 2020.

WITNESS:

Morgan Lake Adams

Approved and Accepted by:

Obligee

Title

Date

SQF, LLC (Seal)
Principal

By: [Signature] (Seal)

Secretary (Seal)
(Title)

Hartford Fire Insurance Company
Francesca Papa
Francesca Papa, Attorney-in-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

bond.claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: Marsh

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| ☐ | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Francesca Papa

of

Melville, NY

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

ss. Hartford

COUNTY OF HARTFORD

On this 6th day of May, 2015, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko

Nora M. Stranko
Notary Public

My Commission Expires March 31, 2023

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 13, 2020

Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut
Financial Statement, December 31, 2018
Statutory Basis

ASSETS

U.S. Government Bonds	\$	442,265,403
Bonds of Other Governments		129,979,076
State, County Municipal		
Miscellaneous Bonds		5,862,114,698
Stocks		5,548,592,711
Short Term Investments		116,077,507
	\$	<u>12,099,029,395</u>
Real Estate	\$	331,574,149
Cash		58,641,379
Agents' Balances (Under 90 Day)		3,017,198,060
Other Invested Assets		3,341,398,040
Miscellaneous		2,884,202,864
Total Admitted Assets	\$	<u>21,732,043,887</u>

LIABILITIES

Reserve for Claims	\$	
and Claim Expense		8,845,153,352
Reserve for Unearned Premiums		2,094,533,642
Reserve for Taxes, License		
and Fees		52,262,120
Miscellaneous Liabilities		2,084,882,679
Total Liabilities	\$	<u>13,076,831,793</u>
Capital Paid In	\$	55,320,000
Surplus		<u>8,599,892,094</u>
Surplus as regards Policyholders	\$	8,655,212,094
Total Liabilities, Capital		
and Surplus	\$	<u>21,732,043,887</u>

STATE OF CONNECTICUT
COUNTY OF HARTFORD
CITY OF HARTFORD

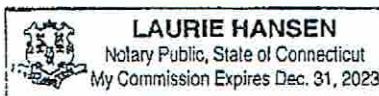
} ss.

Allison G. Niderno, Vice President and Controller, and Allen R. Craig, Assistant Secretary of the Hartford Fire Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of December 31, 2018.

Subscribed and sworn to before me this
18th day of March, 2019.

Laurie Hansen

Notary Public



Allison G. Niderno
Vice President and Controller

Allen R. Craig
Assistant Secretary

THE HARTFORD

Franchise Bond

KNOW ALL MEN BY THESE PRESENTS,

That SQF, LLC as Principal,
and The Hartford Fire Insurance Company, a corporation of the State of CT
having its executive office in Hartford, as Surety, are held and firmly bound unto
City of Midvale hereinafter referred to as
Obligee in the penal sum of Twenty Five Thousand & 00/100 Dollars (\$ 25,000.00)

for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to said penal sum regardless of the number of years this bond remains in force or is renewed, of the number of premiums that shall be payable or paid, the number of Subscribers to the system and/or legal fees which may be required and incurred.

WHEREAS, the Obligee has granted a franchise to Principal to use the public streets and places within the Municipality to install SQF-owned infrastructure housing small cellular equipment in the right of way (consisting of utility poles and small cell nodes) leased to other carriers, primary carriers, on a "build-to-suit" basis.

NOW THEREFORE, the condition of this obligation is such, that if the above bound principal shall faithfully perform, well and truly observe and fulfill the terms and conditions of the franchise, then this obligation shall be null and void; otherwise, it shall remain in full force and effect until terminated or cancelled.

PROVIDED, HOWEVER, it shall be a condition precedent to any right or recovery hereunder, that in event of any default on the part of the Principal, a written statement of the particular facts showing the date and nature of such default shall be immediately delivered to the Surety by certified mail at: Hartford Plaza, T-4-47, Hartford, CT 06155.

AND PROVIDED FURTHER that no action, suit or proceeding shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within twelve (12) months after an act of breach or cancellation of this bond or termination of said franchise, whichever occurs first.

This Bond may be terminated or cancelled by Surety by giving thirty (30) days prior notice in writing to Principal and said Obligee, such notice to be given by certified mail. Such termination or cancellation shall not affect any liability incurred or accrued under this Bond prior to the effective date of such termination or cancellation

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the 13th day of April, 20 20.

WITNESS:

Morgan Lake Adams

Approved and Accepted by:

SQF, LLC (Seal)

Principal

By: [Signature] (Seal)

Secretary (Seal)

(Title)

The Hartford Fire Insurance Company

Francesca Papa

Francesca Papa

Attorney-in-Fact

POWER OF ATTORNEY

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THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

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Agency Code: Marsh

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having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Francesca Papa

of

Melville, NY

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

ss. Hartford

COUNTY OF HARTFORD

On this 6th day of May, 2015, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko

Notary Public

My Commission Expires March 31, 2023

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 13, 2020

Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President

HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut
Financial Statement, December 31, 2018
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and Surplus	\$	<u>21,732,043,887</u>

STATE OF CONNECTICUT
COUNTY OF HARTFORD
CITY OF HARTFORD

} ss.

Allison G. Niderno, Vice President and Controller, and Allen R. Craig, Assistant Secretary of the Hartford Fire Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of December 31, 2018.

Subscribed and sworn to before me this
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Laurie Hansen

Notary Public



Allison G. Niderno
Vice President and Controller

Allen R. Craig
Assistant Secretary