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

MIDVALE CITY COUNCIL MEETING
AGENDA
May 19, 2020
AMENDED

PUBLIC NOTICE IS HEREBY GIVEN that the **Midvale City Council** will hold a regular meeting on the **19th 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 Lmagness@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

- Housing Connect Presentation ***[Matt Dahl, Assistant City Manager]***

7:00 PM
REGULAR MEETING – Council Chambers

I. GENERAL BUSINESS

A. WELCOME AND PLEDGE OF ALLEGIANCE
B. ROLL CALL
C. 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 Lmagness@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. Community Development Report ***[Nate Rockwood, Community Development Director]***

B. Administrative Services Report ***[Kyle Maurer, Administrative Services Director]***

VII. CONSENT AGENDA

A. Consider Minutes of May 5, 2020 ***[Rori Andreason, H.R. Director/City Recorder]***

B. Consider Resolution No. 2020-R-22 authorizing the Mayor to execute the documents with Utah Transit Authority with regards to the pedestrian crossing located at Center Street and the TRAX Crossing ***[Keith Ludwig, City Engineer]***

C. Consider Resolution No. 2020-R-21 authorizing the Mayor to enter into a Wireless Franchise Agreement with SQF Telecommunications ***[Garrett Wilcox, Deputy City Attorney]***

VIII. ACTION ITEMS

A. Consider Resolution No. 2020-R-23 and Receive Public Comment regarding Coronavirus Grant ***[Randy Thomas, UPD Police Chief]***

B. Consider Resolution No. 2020-R-24 Approving the terms for an Interlocal Agreement between the Redevelopment Agency of Midvale City and Midvale City for Use of and Repayment of $5,500,00 Loan from State Infrastructure Bank ***[Patrick O'Brien, RDA Housing Manager]***

C. Consider Resolution No. 2020-R-25 Approving the proposed Development Agreement for the Holmes Homes project to develop a residential project with 360 units at 752 West Bingham Junction Boulevard ***[Alex Murphy, Planning Director]***

D. Consider Resolution No. 2020-R-26 Approving the term sheet for the contract extension and amendments with Ace Disposal ***[Glen Kennedy, Public Works Director]***

E. Consider Ordinance No. 2020-O-08 Emergency Zoning Ordinance for State Street Zone *[Alex Murphy, Planning Director]***

IX. DISCUSSION ITEMS

A. Discuss the Proposed FY2021 Community Development Budget ***[Nate Rockwood, Community Development Director]***

B. Discuss the Proposed FY2021 Administration Budget to include:
- City Council
- General Administration
- Community/Intergov Relations
- Telecommunications
- Public Safety

[Kane Loader, City Manager]

C. Discuss the Proposed FY2021 Communications Budget ***[Laura Magness, Communications Director]***

D. Discuss the Proposed FY2021 Fee Schedule ***[Kyle Maurer, Administrative Services Director]***

E. Discuss proposed amendments to FY2020 Budgets in the General Fund and other Funds as necessary ***[Kyle Maurer, Administrative Services Director]***

X. CLOSED SESSION TO DISCUSS PENDING OR REASONABLY IMMINENT LITIGATION

XI. 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: MAY 18, 2020
TIME: 5:33 P.M.

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

COUNCIL MEETING
Minutes

Tuesday May 5, 2020
Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: Mayor Robert M. Hale

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

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

WORKSHOP at 6:01 PM

- **DISCUSS FY2021 PROPOSED BUDGET**

Kane Loader discussed the Unified Police Department proposed budget increase. Chief Randy Thomas said with some department accounting adjustments that were needed, it left the City with a 4.6% increase.

Kane Loader said staff has contacted Lewis Young Robertson and Cunningham to conduct a feasibility study for police services. This cost is a little over $15,000 to do the study. His desire is to have the numbers by the last week in June but are working towards the second week of June. He said the City Council asked staff to schedule a meeting with other city partners with UPD where a discussion will be held in regards to the concerns of the Council. He said the City can handle the day to day normal police services, but can they handle the big situations that require SWAT assistance. Two of those kinds of incidents happened last week in the City. UPD demonstrated the need for the size of department they are. If the City creates its own police department, there will be approximately 65 employees.

Chief Thomas reviewed two incidents that took place last week. One in Millcreek and one in Midvale. Millcreek required 49 UPD employees to be involved and Midvale's incident required 71 UPD employees to be involved.

PENDING

Kyle Maurer reviewed the outline of the budget book. Matt Dahl discussed the reopening of city hall.

Kane Loader said he met with the Arts Council. They would like to do some upgrades to the Performing Arts building. They are also talking about doing some decorative lights on the outside of the building. They'd like to do a kiosk sign and redo the landscaping. He said he spoke with them about the events they have planned. They have chosen their Hall of Honors inductee which is Mayor JoAnn Seghini. They are trying to coordinate the Hall of Honors ceremony and maybe moving it to the park on the stage. They are still in limbo with their summer concert series in the park. They may want to do something towards the end of summer if possible.

Chief Randy Thomas discussed striping and speed control in areas of the City to help with parking and speed issues.

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

I. GENERAL BUSINESS

A. WELCOME AND PLEDGE OF ALLEGIANCE

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

C. MODIFICATION OF EMERGENCY PROCLAMATION

Lisa Garner read the modifications to the Emergency Proclamation as follows:

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, 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.

PENDING

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 modifies 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 remain in effect until terminated by the Mayor or termination of the local emergency declared in Emergency Proclamation No. 1 of 2020.

D. UNIFIED POLICE & UNIFIED FIRE DEPARTMENT REPORTS

Chief Randy Thomas recognized the great work their UPD team did last week on two major incidents. He has dealt with quite a few speed complaints from Council members. He reported on a recent shooting. The Midvale Precinct is looking at opening to the public around May 18th. He recognized Brittany Washington for her excellent work on a felony case. The officers are continuing with park patrol and their case load was 851 cases last month compared to the month prior which was 858. He said the night-time action has increased, as well as domestic violence and alcohol related cases.

Chief Brad Larson discussed a recent apartment fire in Midvale City. He discussed the budget of the Unified Fire Authority. New recruits graduating May 14th and will start working immediately.

II. PUBLIC COMMENTS

There was no one who desired to comment.

III. COUNCIL REPORTS

A. Council Member Quinn Sperry – had nothing to report.

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

C. Council Member Paul Glover – had nothing to report.

D. Council Member Bryant Brown – excused.

E. Council Member Dustin Gettel – asked if there had been any follow-up on the bridge replacement on the Jordan River Trail. With the increased foot traffic, it's in bad shape.

Matt Dahl said he had not yet followed up on the Jordan River trail but will do so.

IV. MAYOR REPORT

Mayor Robert Hale – invited the Council to attend the Utah Community Action food drive and non-food drive Saturday at the Midvale North Stake Center, 7500 South 75 West. They are gathering food items, toiletries, toilet paper, etc. from 8-11 am. The items will be distributed on Saturday, May 16th. He complimented UPD and UFA for the great job they did this past week to keep everyone as safe as possible during some major incidents.

V. CITY MANAGER REPORT

Kane Loader discussed an upcoming public hearing regarding property by the main park. He said the notice was misleading, so he wanted to reiterate that there is no intention of the City losing any of the greenspace in the park. That is property the City has improved as part of the park and the City has first right of refusal on it if the school district decided to sell it.

VI. DEPARTMENT REPORTS

A. PUBLIC WORKS REPORT

Glen Kennedy reported that yesterday all field staff returned to normal hours with adjustments made for social distancing etc. Other than a few hiccups on phone coverage, everything is going smoothly. There was a Council request for speed feedback signs to be installed on Bingham Junction south of Center Street. They have been ordered and will be installed upon delivery. He said he received an email from a concerned resident pertaining to garbage cans at Jordan River trailheads and along trail. This person was also concerned about speeding vehicles, parking, red curb and no parking signage along Bingham Junction. He said the garbage cans were checked. There are some garbage cans that are owned by the HOA the City does not control. He is also reviewing the data on speeding issues along Bingham Junction.

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

VII. PUBLIC HEARINGS

A. CONSIDER SUB-21-26-227-001 RIVERWALK II LOT 2 AMENDED SUBDIVISION; LOCATED AT 6997 SOUTH RIVER GATE DR, FINAL SUBDIVISION PLAT FOR 2-LOT SUBDIVISION; BINGHAM JUNCTION

PENDING

ZONE WITH RIVERWALK OVERLAY; WADSWORTH DEVELOPMENT GROUP, ELIZABETH COLE, APPLICANT

Alex Murphy said 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 with the required note and provided copies of the courtesy notices sent to the local utility companies.

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.

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

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

ACTION: CONSIDER SUB 21-26227-001 RIVERWALK II LOT 2 AMENDED SUBDIVISION; LOCATED AT 6997 SOUTH RIVER GATE DR, FINAL SUBDIVISION PLAT FOR 2-LOT SUBDIVISION; BINGHAM JUNCTION ZONE WITH RIVERWALK OVERLAY; WADSWORTH DEVELOPMENT GROUP, ELEZABETH COLE, APPLICANT

MOTION: Council Member Quinn Sperry MOVED 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. The motion was SECONDED by Council Member Paul Glover. Mayor Hale called for

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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	**Absent**
Council Member Dustin Gettel	**Aye**

The motion passed unanimously.

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

B. CONSIDER SUB 21-26-226-009; RIVERWALK AT BINGHAM JUNCTION LOT 4D & 4E AMENDED-LOT 9 AMENDED SUBDIVISION; LOCATED AT 7087 BINGHAM JUNCTION BLVD; FINAL SUBDIVISION PLAT FOR 2-LOT SUBIDIVISION; BINGHAM JUNCTION ZONE WITH RIVERWALK OVERLAY; WADSWORTH DEVELOPMENT GROUP, ELIZABETH COLE, APPLICANT

Alex Murphy said 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

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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 with the required note and provided copies of the courtesy notices sent to the local utility companies.

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.

Council member Dustin Gettel said he was concerned with traffic flow in area.

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Elizabeth Cole, Wadsworth Development, said they would be happy to look at the traffic flow.

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

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

ACTION: ADOPT SUB 21-26-226-009; RIVERWALK AT BINGHAM JUNCTION LOT 4D & 4E AMENDED-LOT 9 AMENDED SUBDIVISION; 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

MOTION: Council Member Dustin Gettel MOVED 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. 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	**Absent**
Council Member Dustin Gettel	**Aye**

The motion passed unanimously.

MOTION: Council Member Quinn Sperry MOVED to open the 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 unanimously.

C. CONSIDER SUB-21-26-226-018; RIVERWALK AT BINGHAM JUNCTION LOT 4D & 4E AMENDED-LOT 2 AMENDED SUBIDIVSION 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

PENDING

Alex Murphy said 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.

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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 with the required note and provided copies of the courtesy notices sent to the local utility companies.

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.

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

MOTION: Council Member Dustin Gettel MOVED to close the public hearing. The motion was SECONDED by Council Member Quinn Sperry. Mayor Hale called for discussion on the motion. There being none, he called for roll call vote. The motion passed unanimously.

ACTION: APPROVE SUB-21-26-226-018; RIVERWALK AT BINGHAM JUNCTION LOT 4D & 4E AMENDED-LOT 2 AMENDED SUBDIVISION 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

MOTION: Council Member Paul Glover MOVED 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. The motion was SECONDED by Council Member Quinn Sperry. Mayor Hale called for discussion on the

PENDING

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	**Absent**
Council Member Dustin Gettel	**Aye**

The motion passed unanimously.

MOTION: Council Member Quinn Sperry MOVED to open 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 unanimously.

D. CONSIDER A PRELIMINARY SUBDIVISION PLAT FOR 6-LOT LENNON LANE SUBDIVISION LOCATED AT 455 EAST 7500 SOUTH

Jana Ward said 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.

PENDING

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

Gary Cannon, applicant, expressed appreciation to the Midvale City staff and the work they had done for him.

Jana Ward said the public comment at the Planning commission was mainly about the height of the homes. The homes surrounding this area are one story.

Council Member Quinn Sperry asked if there were any concerns on the increased density.

Jana Ward said the concerns were on the height of the buildings and grade differences.

PENDING

Council Member Dustin Gettel said it seems to be complicated terrain for the project that is before us with so many conditions.

Alex Murphy said the primary concerns were tall buildings close to property lines and the response was the builder will be required to meet setback requirements. These conditions are pretty typical for these types of projects

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

Jana Ward said she had received one public comment via email:

From Lee Slusher; Subject: 455 E 7500 S – At the last meeting, issues were raised about the grade and drainage. Have those been addressed, and what was the result of the investigation?

Jana Ward said all grade and drainage issues have been addressed.

MOTION: Council Member Paul Glover 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 unanimously.

MOTION: Council Member Quinn Sperry MOVED that 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.**

PENDING

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.**

The motion was SECONDED by Council Member Paul Glover.
Mayor Hale called for discussion on the motion.

Council Member Dustin Gettel asked for an amendment to number 5. The owner "shall" instead of "should" work with the property owners.

Motion: **Council Member Dustin Gettel MOVED to amend the motion changing "should" to "shall" in #5. The motion was SECONDED by Council Member Quinn Sperry. Mayor Hale called for discussion on the amendment. There being none, he called for a roll call vote:**

Council Member Quinn Sperry	**Aye**
Council Member Paul Glover	**Aye**
Council Member Heidi Robinson	**Aye**
Council Member Bryant Brown	**Absent**
Council Member Dustin Gettel	**Aye**

The motion passed unanimously.

PENDING

MOTION: Mayor Hale called for a roll call vote on the motion: The voting was as follows:

Council Member Quinn Sperry	**Aye**
Council Member Paul Glover	**Aye**
Council Member Heidi Robinson	**No**
Council Member Bryant Brown	**Absent**
Council Member Dustin Gettel	**No**
Mayor Robert Hale	**Aye**

Mayor Hale voted to break the tie vote. The motion passed 3-2 in favor.

MOTION: Council Member Quinn Sperry MOVED to open 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 roll call vote. The motion passed unanimously.

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 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.

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

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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.

General Fund Summary

Decrease due to one-time grants.
Increase due to parking structure loan reimbursement.
Code Enforcement budgeted in Public Safety department.
Business Licensing merged with Community Development Administration.

Mayor and City Council Summary

Education and travel line items consolidated

Administration Summary

Communications Director moved to Communications Department.

PENDING

Education and Training Line Items Combined.
Transfer to Communications Department.

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

Human Resource Summary
Education and Training Line Items Combined

City Recorder Summary
Education and Training Line Items Combined

City Attorney Summary
Education and Training Line Items Combined.
$3,600 Increase - eProscecutor Software

Non-Departmental Summary
Fleet vehicle replacement charges are being deferred one year.
2000 General Obligation Bond-Final payment fiscal year 2020; parking structure loan (pass-through to UDOT, offsetting reimbursement revenue.

Community and Intergovernmental Relations Summary
Moved to Communications budget.
FY2020 represents a prior year receivable correction

Public Safety Summary
Increase due to full year of Emergency Manager contract with UFA.
Anticipated UPD increase - 5.1%.
Increase due to Urban Wildlife Contract not included in prior budgets.

AdministrativeServices/Admin/AdministrativeServices/Finance/JusticeCourt/ Information Technology Summary
Education and Training Line Items Combined.

Public Works Admin Summary
Education and Training Line Items Combined.

Streets Summary
Education and Training Line Items Combined
$1,500 - Electricity increase request.
$12,000 - Signal maintenance contract increase per contract with Salt Lake County

PENDING

Facilities Summary
$25,000-UPD boiler replacement.
Combination of travel and education budgets.

Parks and Cemetery Summary
Education and travel combined.
$27,000 increase-Parks and median increase due to new parks/median maintenance.
$36,000 Increase-Tree maintenance.

Community Development Admin Summary
Business Licensing department consolidated into Community Development Administration.
Education and Travel line items consolidated
Planning and Zoning Summary
Education and Travel line items consolidated

Engineering Summary
Education and Travel line items consolidated

Code Enforcement Summary

Code Enforcement services are provided by Unified Police Department, which is funded in the Public Safety budget.
Education and Training combined with Travel.

Business Licensing Summary
Business Licensing budget consolidated with Community Development Administration

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

Sewer Utility Fund Summary
Travel and Education Budgets Combined.
Increase request-Electricity $13,000.
Increase request-Utility fee rate study.
Increase request-SCADA system maintenance

Storm Water Utility Fund Summary
Travel and Education Budgets Combined.
Increase request-Storm water master plan and fee rate study.

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Street Lighting Fund Summary
Increase request-Electricity expense

Sanitation Utility Fund Summary
Recommended fee increase-10% to $14.19 base rate.
Tipping fee increase-$16 to $18 per ton.
ACE Disposal contract-Current price plus CPI increase yearly

Fleet Internal Service Fund Summary
Fleet contributions and replacements deferred one year for the General Fund.

Council Member Dustin Gettel asked how much it would cost to give the employees a 2% COLA for the employees.

Council Members Paul Glover and Quinn Sperry cautioned giving an increase now, and if the economy does not recover, have to have layoffs.

Kane Loader said staff would look at this again in December and see if the economy turns around.

Council Member Dustin Gettel asked about the insurance increases.

Kane Loader said yes, the individuals will be paying the increases.

Mayor Hale opened the hearing to public comments. There was no one who desired to comment.

MOTION: Council Member Paul Glover 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 unanimously.

ACTION: CONSIDER RESOLUTION NO. 2020-R-20 ADOPTING THE MIDVALE CITY TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021

MOTION: Council Member Dustin Gettel MOVED to Approve Resolution No. 2020-R-20 and adopt the Midvale City Tentative Budget for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021. 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**

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Council Member Bryant Brown	**Absent**
Council Member Dustin Gettel	**Aye**

The motion passed unanimously.

VIII. CONSENT AGENDA

A. CONSIDER MINUTES OF APRIL 14, 21, and 28, 2020

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

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

MOTION: Council Member Paul Glover MOVED to approve the Consent Agenda. The motion was SECONDED by Council Member Quinn Sperry. Mayor Hale called for discussion on the motion. There being none, 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	**Absent**
Council Member Dustin Gettel	**Aye**

The motion passed unanimously.

IX. DISCUSSION ITEMS

A. DISCUSS DOCUMENTS WITH THE UTAH TRANSIT AUTHORITY WITH REGARDS TO PEDESTRIAN CROSSING LOCATED AT CENTER STRET AND THE TRAX CROSSING

Keith Ludwig said 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 the City's project would be one of the first ones to be built. UTA was to handle all the design and construction work. They partnered with Civil Science for design work and Granite Construction for the construction work. The work on the City's project commenced late last summer and was completed earlier this year.

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As design work was completed and the contractor gave actual construction costs, the estimated cost for the 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.

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

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.

He said he would like to bring this item back at the next Council meeting for approval as a consent item. The Council agreed.

B. DISCUSS SQF TELECOMMUNICATIONS AND WIRELESS FRANCHISE AGREEMENTS

Garrett Wilcox said 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

PENDING

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.

He said he would like to schedule this item for the next Council meeting for approval as a consent item. The Council agreed.

C. DISCUSS PUBLIC WORKS DEPARTMENT PROPOSED BUDGET FOR FY2021

Glen Kennedy reported on Public Works Proposed Budget for FY2021 as follows:

Public Works Admin

- No increases – only significant change is combining of education and training accounts.

Streets

- Education/Travel combined
- Electricity for signals – increased $1,500 (added for signals)
- Signal maintenance – increased $12,000 (additional signals and 10% contract increase from SL County

Facilities

- Education/Travel combined
- Building Improvements - $25,000 to replace boilers in Police Department building

Parks and Cemetery

- Education/Travel combined
- Contract Labor – increased $27,000 for added landscape maintenance (medians in the Bluffs and two new parks coming on line)
- Misc. Services - $36,000 for tree maintenance in the Main Park

Water

- Combined Education/Travel
- Meters and Related Supplies – Increased $60,000 to fund year 2 of meter replacement project
- Wholesale water – Increased $150,000 due to increase in JV contract amount and an 8.6% increase in water rates
- Vehicles – Increase of $60,000 to fund additional outfitted service/utility truck
- Chlorination System - $350,000 to install chlorination system at tank site for west side zone

Sewer

- Education/Travel Combined
- Electricity – Increased $13,000 due to increased pump demands at lift stations
- Professional Services – Increased $25,000 for Fee Rate Study

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- SCADA System – New budget line for SCADA maintenance

Storm Water

- Education/Travel combined
- Professional Services – Increased $75,000 for Master Plan Completion and Fee Rate Study

Sanitation

- Recommended Fee Increase – 10% from $12.09 to $14.19
- Landfill Fees – Increased $30,000 due to landfill tipping rate going from $16 to $18 per ton
- Waste Disposal Fees – Increased $20,000 for ACE Disposal contract based on yearly CPI Increase

Street Lighting

- Electricity – Increased $2,000 for added lights

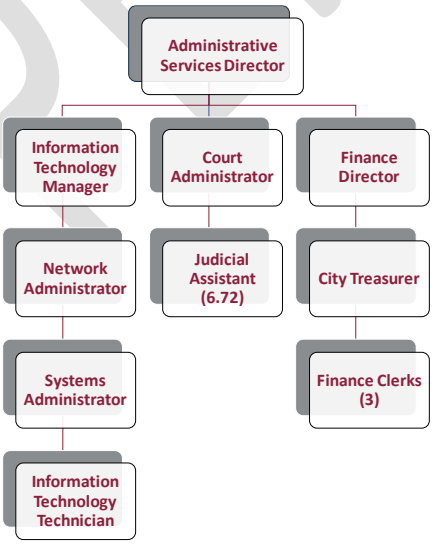
The Council agreed with moving forward with option 3 with Ace Disposal. This would include moving to bulky waste one time in the spring and one time in the fall and leaving recycling to every other week.

Glen Kennedy said the current bulky waste program would then be going away after June. The Council agreed.

D. DISCUSS ADMINISTRATIVE SERVICES DEPARTMENT PROPOSED BUDGET FOR FY2021

Kyle Maurer discussed the Administrative Services Department Proposed Budget FY2021 as follows:

FY2021 Organizational Chart



PENDING

FY2021 Administrative Services Admin

- Overall budget - $175,815 (23% decrease).
    - 21% personnel decrease ($44,000) - Conversion of Admin Services Director/Asst City Manager to Admin Services Director.
    - 60% operating decrease ($9,300) – Reduced most line items to bare minimum needed by Admin Services Director.

FY2021 Finance

- Overall budget - $693,000 (14% decrease).
    - 12% personnel increase ($40,000) – FY2020 merit increases (budget has not been allocated to department yet); insurance changes by employees.
    - 15% operating decrease ($6,900) – Reduced most line items to bare minimum needed by Department.

FY2021 Information Technology

- Overall budget - $418,376 (8.6% increase).
    - 19% personnel increase ($62,500) – FY2020 merit increases (budget has not been allocated to department yet); insurance changes by employees; FY2021 insurance increases.
    - 38% operating decrease ($176,000).
        - FY2020 one-time projects - $153,000.
        - Voluntary budget cuts - $46,000.
        - Server/SQL licensing - $39,500 (non-discretionary increase).

FY2021 Justice Court

- Overall budget - $850,000 (7% increase).
    - 11% personnel increase ($68,000) – FY2020 merit increases (budget has not been allocated to department yet); FY2020 selective salary (market adjustment) increases; FY2020 and FY2021 insurance increases.
    - 7% operating decrease ($12,000).
        - Warrants enforcement (reduction of $5,000) – Testing doing enforcement in-house.
        - Reduction in internal IT charges - $7,000.
    - Expecting busy summer months due to court shutdown.

FY2021 Information Technology Fund

- Overall expense budget - $166,991 (37% increase).
    - Total charges to funds $113,222 (29% decrease).
        - Department elimination; no “catch up” provision for IT infrastructure funding.
        - Hardware (computer replacement) budget going from $31,000 to $63,500 due to increased number of replacements.
            - Departments have been making yearly “contribution” to replacement fund.
    - Proposed budget does not propose delay or cuts to IT infrastructure replacements.

PENDING

E. DISCUSS EMPLOYEES COMPENSATION/BENEFITS PROPOSED BUDGET FOR FY2021

Rori Andreason discussed the Employees Compensation Benefits for the Proposed Budget FY2021 as follows:

Market Adjustments/Merit Increases

- Increasing Pay Scale 5%
- Selective Market Adjustments – 0 due to COVID-19
- Merit Increases – 0% due to COVID-19

Benefits

Medical Insurance Increase

- Proposed 8.7%
- Total Increase - $104,000

Dental and Vision

- 9.47%
- Reduced to 4%
- Total Dental Increase - $3,600
- Total Vision Increase - $300.00

She said the same premium percentages were maintained as well as HSA contributions.

X. 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 9:22 p.m.

_____

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

Approved this 19th day of May 2020.

PENDING

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: May 19th, 2020

SUBJECT: **Consideration of Resolution No. 2020-R-22 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 Slat 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-22, 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-22
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:

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

_____
Rori L. Andreason, MMC
City Recorder

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_____	By_____
Its_____	Its_____
By_____	Attest
Its_____	
	By_____
Approved as to Form	Its_____
_____	
UTA Legal Counsel	

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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:	$573,278
ESTIMATED AMOUNT OF TIGER GRANT PARTICIPATION:	$158,622
ESTIMATED AMOUNT OF CITY PARTICIPATION:	$ 39,656
ADDITIONAL FUNDING SOURCES (SALT LAKE COUNTY):	$375,000

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

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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:
By: Carolyn M. Gonot 4/20/2020
0C1EDCBAD5D7410...
Title: Executive Director

DocuSigned by:
By: Mary DeLoretto 4/20/2020
9B93AEE62284418...
Title: Chief Service Development Officer

Reviewed and Approved as to Form

DocuSigned by:
Mike Bell 4/20/2020
361F16F838704A9...
UTA Legal Counsel

MIDVALE CITY

By: _____
Title: _____

ATTESTED AND COUNTERSIGNED

By: _____

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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:

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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 judgements, 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 "Mater 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.

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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 Flagging cost of **$0** and Special Inspection cost of **$0** (these fees are more clearly described in Section 5.1).

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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.

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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,

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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.

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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.

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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.

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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.

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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.

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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.

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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}

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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:
Dane Cooley
33C1D4DB2E314D3...
UTA Engineering

DocuSigned by:
Mike Bell
361F16F838704A9...
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

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EXHIBIT "A"
DESIGN PLANS

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

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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.

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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

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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 _____
Title Acting CEO
Date: 25 Apr 18

By _____
Title Acting VP Ops, Capital & Assets
Date: 4/24/18

Approved as to Form:

_____
UTA Legal Counsel

MIDVALE CITY

By _____
Title Mayor
Date: 10 April 2018

By _____
Title City Recorder
Date: 10 April 2018

MIDVALE CITY STATE OF UTAH ★ INCORPORATED JULY 1, 1909 ★ CORPORATE SEAL

Approved as to Form:

_____
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. 2018-02	UTA CONTRACT NO. 18-2702 BM	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 _____
Title Acting CEO
Date: 23 April 18

By _____
Title Acting VP, Ops, Capital & Assets
Date: 4/24/18

Approved as to Form:

_____
UTA Legal Counsel

MIDVALE CITY

By _____
Title Mayor
Date: 10 April 2018

By _____
Title City Recorder
Date: 10 April 2018

Approved as to Form:

_____
Lisa Garner, Midvale City Attorney

Project_ID	Project Description	Project Type	MUNICIPALITY	Project Status Cost	Program Management	Contingency	Construction Engineering + Project Management Costs	Design	Construction Engineering	$ for Funding Source #1	Funding Source #1	$ for Funding Source #2	Funding Source #2	$ for Funding Source #3	Funding Source #3	Matching Funds Available($)	Total Funding ($)	Year Funds Available
MID_CWI_1	7628 S Center St; Install Hawk signal or other high visibility treatment at N Center Square crosswalk.	Crosswalk Improvement	Midvale	$198,278	$16,372	$18,831	$39,471	$14,437	$23,099	$39,656	City - Local					$39,656	$158,622	2021
				$198,278	**$16,372**	**$18,831**	**$39,471**	**$14,437**	**$23,099**	**$39,656**		**$0**				**$39,656**	**$158,622**	

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

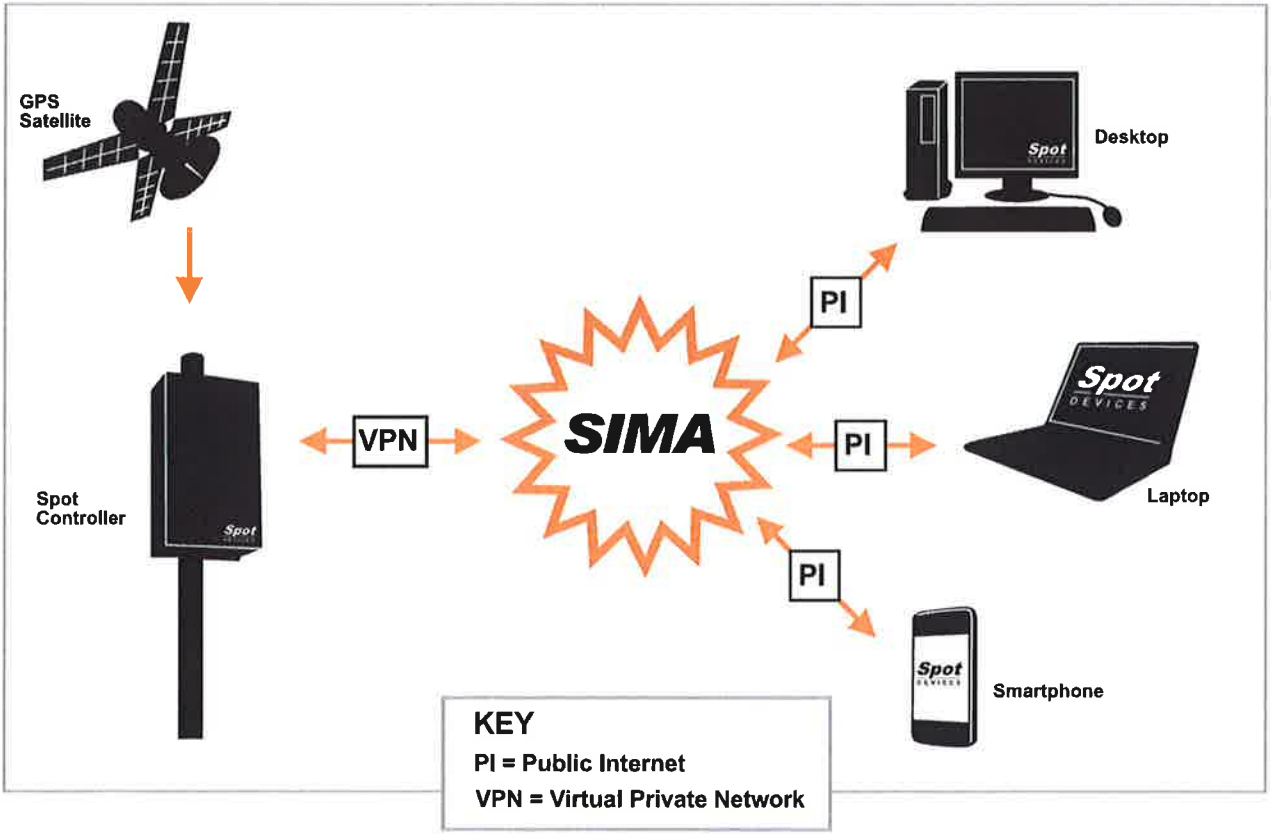
The Spot Devices Difference

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

Arrive Safely

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 • *List items of work specific to project* • *Include pavement widening quantities and striping plan* • *Excavation – If a project requires excavation, describe why. Provide preliminary cut/fill lines to include in environmental documentation*	**Estimated Construction Cost:**	
Traffic and Safety Summary *Traffic, Signals, Lighting, ITS*	**Estimated Construction Cost:**	**$**
Poles, pole bases, mast arms, signal heads		

Structures Summary *Bridges, Walls, Sign Structures, Box Culverts, Geotechnical*	**Estimated Construction Cost:**	**$**

Environmental Summary/Status • *Document Type CatEx or EA* • *List anticipated impacts to environmental resources*	**Estimated Mitigation Cost:**	**$**

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

Utility and Railroad Summary	**Estimated Relocation Cost:**	**$**

ITS Summary	**Estimated Construction Cost:**	**$**

Public Involvement Summary *Include if outreach is needed for general purposes, project specific, or NA*	**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**	**$21,600**	10%
C.E. Cost	**C.E. Subtotal**	**$21,600**	10%
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**	$432	2% design
Miscellaneous	**Miscellaneous Subtotal**	**$0**	
	PROJECT TOTAL	**$304,632**	

Project Assumptions

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SALT LAKE COUNTY
CONTRACTS & PROCUREMENT

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	Absent
Council Member Winder Newton	"Aye"
Council Member Snelgrove	"Aye"
Council Member Wilson	"Aye"

APPROVED AS TO FORM:

Craig J. Wangsgard
Digitally signed by Craig J. Wangsgard
DN: dc=org, dc=slcounty, 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'

Deputy District Attorney

H:\share\CWANGSGARD\Transportation\SB136Agreements\Herriman\Midas Creek Trail Connector\Resolution.docx

ATTACHMENT A
Interlocal Cooperation
Agreement with the Midvale City

County Contract No.
000002129
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."

RECITALS:

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(11)(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 841111
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 _____
Mayor or Designee

Dated: 1/18, 2019

Approved by:

DEPARTMENT OF REGIONAL TRANSPORTATION, HOUSING AND ECONOMIC DEVELOPMENT

By _____
~~Will Sommerkorn~~ Stuart Clason
Acting Department Director

Dated: Dec 27, 2018

Approved as to Form and Legality:

Craig J. Wangsgard

Digitally signed by Craig J. Wangsgard
DN: dc=org, dc=slcounty, ou=Departments, ou=District Attorney, ou=Users, ou=GC, cn=Craig J. Wangsgard, email=CWangsgard@slco.org
Date: 2018.12.26 15:37:55 -07'00'

By _____
Deputy District Attorney

H:\share\CWANGSGARD\Transportation\SB136Agreements\Midvale\Center Street TRAX Station Crosswalk\Agreement - Midvale 12.26.18.docx

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR CITY

MIDVALE CITY

By _____

Name: Robert M Hale

Title: Mayor

Dated: 5 February, 2019

Attest:

Shelly Reed

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

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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: _____

Name: Robert M Hale

Title: Mayor

attest: Shelly Reed
Deputy Recorder

MIDVALE CITY STATE INCORPORATED JULY 1, 1909 CORPORATE SEAL

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

SALT LAKE COUNTY

By: _____

Name: _____

Title: _____

SCHEDULE 1
Reimbursable Project Costs (RPC) Request for Disbursement

Project Title: Center Street TRAX Station Crosswalk

Reimbursable Project Costs Request Detail:

Vendor Name	Date of Service	Date Paid by City	Reimbursable Project Cost Description	Requested Amount

Total RPC Request $_____

This portion above is to be filled out by the City.
This portion below is to be filled out by the County.

RPC Approved – This Request _____

(plus) RPC Approved/Paid to Date _____

Total Approved/Paid to Date _____

Maximum Reimbursable Amount _____

(less) Total Approved/Paid to Date _____

Remaining County Transportation Funds _____

_____ _____

Approving Signature by County

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: May 19, 2020

SUBJECT: **SQF, LLC Telecommunications Services and Wireless Communication Services Franchise Agreements**

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. The City Council was able to review the complete applications at its meeting two weeks ago.

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.

FISCAL IMPACT: The City will receive revenue under its franchise agreement for access to the City's right-of-way as well as access to City-owned poles within the right-of-way.

STAFF'S RECOMMENDATION AND MOTION: I move that we approve Resolution No. 2020-R-21 authorizing the Mayor to execute a Telecommunications Services and a Wireless Communications Services Franchise Agreement with SQF, LLC.

Attachments: **Proposed Resolution No. 2020-R-21**
SQF, LLC Telecommunications Services Franchise Agreement
SQF, LLC Wireless Communications Services Franchise Agreement

MIDVALE CITY, UTAH
RESOLUTION NO. 2020-R-21

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A TELECOMMUNICATIONS SERVICES AND A WIRELESS COMMUNICATIONS SERVICES FRANCHISE AGREEMENT WITH SQF, LLC.

WHEREAS, Midvale City allows the operation of telecommunications service providers under Midvale Municipal Code Chapter 5.52; and

WHEREAS, Midvale City allows the operation of wireless communications service providers under Midvale Municipal Code Chapter 5.54; and

WHEREAS, SQF, LLC wishes to provide both telecommunications and wireless communications services to the residents of Midvale, Utah; and

WHEREAS, Midvale City Code 5.52.060 and 5.54.060 requires telecommunications and wireless communication service providers to obtain franchises prior to constructing or providing telecommunications or wireless communication service; and

WHEREAS, SQF, LLC wishes to obtain franchises by entering into both a Telecommunications Services and a Wireless Communication Services Franchise Agreement with Midvale City; and

WHEREAS, SQF, LLC has provided the City with the franchise application documentation required under Midvale Municipal Code 5.52.230 and 5.54.230 and has paid the necessary application fees.

NOW THEREFORE BE IT RESOLVED, based on the foregoing, the Midvale City Council does hereby approve the Telecommunications Services and the Wireless Communications Services Franchise Agreements with SQF, LLC, and authorizes the Mayor to sign the same between Midvale City and SQF, LLC.

APPROVED AND ADOPTED this ___ day of _____, 2020.

_____
Robert M. Hale, Mayor

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

Voting by the City Council	"Aye"	"Nay"
Bryant Brown	_____	_____
Dustin Gettel	_____	_____

Paul Glover	_____	_____
Heidi Robinson	_____	_____
Quinn Sperry	_____	_____

TELECOMMUNICATIONS SERVICES FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter "**Agreement**") is entered into by and between the **MIDVALE CITY**, Utah (hereinafter "**City**"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 7505 Holden St., Midvale, Utah 84047, and SQF**,** a Delaware limited liability company (hereinafter "**Provider**"), with its principal offices at 16 Middle Street, 4th Floor, Portland, Maine.

W I T N E S S E T H :

WHEREAS, the Provider desires to provide telecommunications services within the City and in connection therewith, to establish a telecommunications network in, under, along, over and across present and future Public Ways of the City; and

WHEREAS, the City has enacted Title 5, Chapter 52 of the Revised Ordinances of Midvale City ("**Telecommunications Rights-of-Way Ordinance**"), which governs the application and review process for Telecommunication Franchises in the City; and

WHEREAS, the City, in exercise of its management of Public Ways, believes that it is in the best interest of the public to grant the Provider a nonexclusive franchise to operate a telecommunications network in the City,

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the City and the Provider agree as follows:

ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE

1.1 **Agreement.** Upon approval by the City Council and execution by the parties, this Agreement shall be deemed to constitute a contract by and between City and Provider.

1.2 **Ordinance.** The City has adopted the Telecommunications Rights-of-Way Ordinance which is incorporated herein by reference. The Provider acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Rights-of-Way Ordinance. The parties agree that the provisions and requirements of the Telecommunications Rights-of-Way Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Rights-of-Way Ordinance, as it may be amended. The definitions in the Telecommunications Rights-of-Way Ordinance shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require the Provider to comply with any provision of the Telecommunications Rights-of-Way Ordinance which is determined to be unlawful or beyond the City's authority. If any term or condition of this Agreement shall be in conflict with any State law, City ordinance, rule or regulation, the provision of the ordinance, rule or regulation shall govern and control.

1.3 **Ordinance Amendments.** Nothing herein shall prevent the City from amending the Telecommunications Rights-of-Way Ordinance from time to time, as its City Council may deem necessary. Provided, however, City shall not enact any amendments to the Telecommunications Rights-of-Way Ordinance that will adversely impact Provider without allowing Provider 30 days, or such longer

time as is necessary if 30 days is insufficient, in which to comply with the amendment. The City shall give the Provider notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between the Provider's rights and obligations under the Telecommunications Rights-of-Way Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, the Provider agrees to comply with any such amendments.

1.4 **Franchise Description, No Assignment.** The Telecommunications Franchise provided hereby shall confer upon the Provider, subject to the City's receipt of monetary and services compensation, the nonexclusive right, privilege, and franchise to construct, operate and maintain a telecommunications network in, under, above and across the present and future Public Ways in the City. The grant of this franchise includes the service of providing dark fiber to end users as may be authorized by the Utah Public Service Commission or federal law. The Provider shall not permit the use of its fiber optic system, its duct or pathways, its pole attachments or any plant equipment on the Public Ways in any manner that would avoid or seek to avoid the need for a franchise from the City for the business of another person as provided herein below. Provider shall not provide services directly regulated by the Utah Public Service Commission (PSC) unless authorized by the PSC. Provider shall not operate a cable system as defined in the Cable Communications Policy Act of 1984 (47 USC §521, *et seq*., as amended) without first having obtained a separate cable franchise from the City. The Agreement does not grant to the Provider the right, privilege or authority to engage in the community antenna (or cable) television business; although, nothing contained herein shall preclude the Provider from (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the Provider's System within the City for such purposes, or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied. The rights granted by this Agreement may not be subdivided, assigned, or subleased to another person unless agreed to in writing by the City or unless to an affiliate of Provider or to an entity succeeding to acquisition of substantially all of the assets of Provider.

1.5 **Licenses.** The Provider represents that it has obtained the necessary approvals, licenses or permits required by federal and State law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Rights-of-Way Ordinance.

1.6 **Relationship.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in a manner that would indicate any such relationship with each other.

ARTICLE 2. DEFINITIONS

2.1 For the purposes of this Agreement, the following words and terms shall have the meanings ascribed to them in this Article, except where the context clearly indicates a different meaning. Unless otherwise expressly stated or clearly contrary to the context, words and terms not defined herein shall be given the meaning set forth in the City's Standard Specifications – General Conditions; if a definition is not contained therein, then the word or term shall have the meaning defined in the Revised Ordinances of Midvale City; if not defined in the Revised Ordinances of Midvale City, the meaning set forth in any State orders of general applicability; and if not defined either in the Revised Ordinances of Midvale City or in a State order, their common and ordinary meaning.

2.2 When not inconsistent with the context, words used in the present tense include the future tense and vice versa; words in the plural number include the singular number and vice versa; and the masculine gender includes the feminine gender and vice versa. The words "shall" and "will" are mandatory; the word "may" is permissive. Genders and plurals are understood to refer to a corporation, partnership or other legal entity when the context so requires. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

(a) "**City**" shall mean Midvale City, Utah, and its successors and assigns.

(b) "**City Property**" shall mean all properties, facilities (excluding Company Facilities, and the facilities and property of other utilities or persons), or objects currently or in the future Public Ways or other real property owned or operated by the City within the present and/or future corporate limits of the City.

(c) "**Company**" shall mean Provider and its successors and/or assigns.

(d) "**Company Facilities**" or "**Facilities**" shall include, but not be limited to a network of fiber optic cables and all related property, including conduit, carrier pipe, cable fibers, repeaters, power sources, and other attachments and appurtenances necessary for the telecommunications system located within the Public Ways within the City limits, whether located above or below ground, currently or in the future owned or operated or otherwise controlled by the Provider needed to provide telecommunications service.

(e) "**Construction**" or "**Construct**" shall mean, without limitation, constructing, acquiring, laying, maintaining, testing, operating, extending, renewing, relocating, removing, replacing, repairing, and using Company Facilities.

(f) "**Dark fiber**" is optical fiber infrastructure cabling and repeaters that is currently in place but in which light pulses are not being transmitted.

(g) "**Emergency**" means any unforeseen circumstance or occurrence, the existence of which constitutes an immediate and substantial risk of personal injury or damage to property, or which causes interruption of utility or public services or an interruption of telecommunications services.

(h) "**Gross receipt**s from telecommunications services" or "gross receipts derived from telecommunications services" shall have the meaning defined in Utah Code Anno. Section 10-1-402 or its replacement section for the term "gross receipts from telecommunications services" as the definition may be changed from time to time.

(i) "**Maintenance**," "**maintaining**," **or** "**maintain**" shall mean, without limitation, repairing, replacing, relocating, examining, testing, and inspecting.

(j) "**Person**" shall mean any individual, person, firm, partnership, association, corporation, company, governmental entity, or organization of any kind.

(k) "**Public Ways**" shall mean the surface of and the space above and below any

public street, road, highway, freeway, lane, path, public ways court, boulevard, parks, parkway, or drive owned by the City for the purpose of public use, and shall include other rights of way as are now held or hereafter held by the City which shall, within their proper use and meaning entitle the Provider to the use thereof for the purposes of installing, maintaining and operating Company Facilities.

(l) "**Service**" or "**Services**" shall mean all telecommunications service lawfully provided by the Provider under this Agreement.

(m) "**Standard Specifications**" shall mean the Midvale City Specifications and Standard Details which govern construction in the Public Ways.

ARTICLE 3. FRANCHISE TAX

3.1 **Franchise Tax.** For the Franchise granted herein, the Provider shall pay to the City a tax on the Provider's Gross Receipts from telecommunications services attributed to or services within the City in accordance with the Municipal Telecommunication License Tax Act (Utah Code Ann. 10-1-401 to10-1-410), less any business license fee or business license tax enacted by the City. All payments shall be made to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134.

If the Municipal Telecommunication License Tax may no longer be lawfully collected, then to the extent allowed by law, the Provider shall pay to the City a tax levy or franchise fee of three and one-half percent (3.5%) of its Gross Receipts derived from telecommunications services attributed to or services provided within the City.

3.2 **Equal Treatment.** The City agrees any fees or taxes charged to Provider under this Agreement shall be of the same nature and calculation of fees or taxes as to other similarly situated entities.

ARTICLE 4. TERM AND RENEWAL

4.1 **Term and Renewal.** The franchise granted to Provider shall be for a period of **ten (10) years** commencing on the first day of the month following this Agreement, unless this Franchise is sooner terminated as herein provided. At the end of the initial five-year term of this Agreement, the franchise granted herein may be renewed for up to one additional five (5)- year-term extensions upon the mutual written agreement of the parties for the additional five-year extension. The Provider shall notify the City of the expiration date and of its wish to renew the Franchise Agreement for another term at least three months before and not earlier than six months before the termination date of the initial term of this Agreement.

4.2 **Rights and Duties of Provider Upon Expiration or Revocation.** Upon expiration of the franchise granted herein, whether by lapse of time, by agreement between the Provider and the City, or by revocation or forfeiture as provided herein, the Provider shall remove from the Public Ways any and

all of its Company Facilities, but in such event, it shall be the duty of the Provider, immediately upon such removal, to restore the Public Ways from which such System is removed to as good condition as the same was before the removal was effected. In the alternative, Provider may, with the written approval of the City Engineer, abandon some or all of the Company Facilities in place.

ARTICLE 5. PUBLIC USE RIGHTS

5.1 **City Uses of Poles and Overhead Structures.** The City shall have the right, without cost, to use all above-ground electric or telecommunication-wire poles owned solely by the Provider (or co-owned by other telecommunications company providers or public utilities who agree or have agreed with Provider to allow the City to use the poles) within the City for fire alarms, police signal systems, or any lawful public use; provided, however, any said uses by the City shall be for activities owned, operated or used by the City for any public purposes, and shall not include the provision of telecommunications service to non-governmental third parties. Nothing in this section shall be construed to allow Provider to place its Facilities above ground without the prior written approval of the City.

5.2 **Limitations on Use Rights.** Nothing in this Agreement shall be construed to require the Provider to increase pole capacity, alter the manner in which the Provider attaches equipment to the poles, or alter the manner in which the Provider operates and maintains its equipment. Such City attachments shall be installed and maintained in accordance with the reasonable requirements of the Provider and the then-current National Electrical Safety Code. City attachments shall be attached or installed only after written approval by the Provider, which approval will be processed in a timely manner and will not be unreasonably withheld.

5.3 **Maintenance of City Facilities.** The City's use rights shall also be subject to the parties reaching an agreement regarding the maintenance of the City attachments.

ARTICLE 6. POLICE POWERS

The City expressly reserves, and the Provider expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the City's property, the Public Ways, and the health, safety and welfare of its citizens and their properties.

ARTICLE 7. WORK IN THE CITY PUBLIC WAYS

7.1 **Follow City Road-Cut Ordinance.** The Provider shall comply with and follow the City's road excavation ordinance, Title 12 Chapter 12, Revised Ordinances of Midvale, in all work it performs in the Public Ways.

(a) The Provider shall obtain all necessary permits or approvals for construction, maintenance and operations, and shall at all times be subject to and comply with all laws, statutes, codes, rules, regulations, standards, and procedures regarding the construction, operation and maintenance of the Provider's Facilities, whether federal, State or local, now in force or which, hereafter, may be promulgated (including but not limited to zoning, land use, historic preservation ordinances, safety standards, and other applicable requirements) and good industry practices. The City may inspect the manner of such work and require remedies as may be

necessary to assure compliance. In the event the Provider should fail to comply with the terms of any City ordinance, regulation or requirement, the City shall give the Provider written notice of such non-compliance and the time for correction provided by ordinance or as provided herein.

(b) All work in City streets shall be done in a safe manner, and shall follow the City ordinances and Midvale City Standard Specifications and Details for Municipal Construction and the Manual of Uniform Traffic Control Devices (MUTCD) and APWA standard drawings and specifications. Upon the City's request, the Provider will provide the City with a status report of such measures.

(c) All Facilities constructed by the Provider shall be located so as to cause minimum interference with and injury to (i) public use of Pubic Ways; (ii) the City's water mains, storm water infrastructure, street lights, or any other municipal use of the Public Ways; and (iii) trees and other natural features.

7.2 **Workmanlike Manner.** The installation, maintenance, renovation, and replacement of Provider's Facilities in the Public Ways shall be performed in a good and workmanlike manner.

7.3 **Emergency Repairs.** In any Emergency event in which Provider needs to cut or excavate a Public Way, and in which the Provider must act immediately and is unable to obtain a permit for excavating in the Public Ways from the City beforehand, the Provider shall provide the City Public Works Department with notification of such work as soon as practicable by calling the City Public Works Department at its regular number, or if after the Department's business hours, by calling (801) 580-7274 or such other emergency telephone number provided to Provider by the City, and shall report the emergency and all related information requested by the City representative on call. In the event the Provider is unable to reach a City representative by calling the City's emergency telephone number, then the Provider shall continue to try to reach a City representative by calling that number or by reaching the City's Public Works Department by the fastest means possible, but shall in any event call the Public Works Department to report the emergency within the first hour of the next day on which the City is open for business. The Provider shall give the City the telephone number of the Provider's representative for contact in an emergency.

7.4 **Damage to Public Property.** If, during the course of installation, removal, inspection, or work on its Facilities, the Provider causes damage to or alters any Public Ways or City property, the Provider shall (at its own cost and expense, and in accordance with the City's Standard Specifications) replace and restore it to as good a condition as existed before the work commenced. Except in case of Emergency in which the Provider is unable to obtain a permit for excavating in the Public Ways from the City beforehand, the Provider shall, prior to commencing work in the Public Ways, or other City public places, obtain a permit to perform such work from the City. The Provider will abide by all applicable ordinances, rules, regulations, including the City's Standard Specifications for such work. The Provider shall give the City the telephone number of the Provider's representative for contact in an emergency.

7.5 **Removal of City Property.** No City property shall be removed from the Public Way, including signage on utility poles, without prior permission from an authorized representative of the City.

7.6 **Safety.** The Provider shall at all times operate, repair, and maintain its Facilities in a safe and careful manner.

7.7 **Excavations.** The Provider shall comply with all City laws and regulations for excavation and construction, including Chapter 12-12 Rev. Ordinances of Midvale City ("**Road Excavation Ordinance**"), and shall be responsible for obtaining all applicable permits before beginning work in the Public Ways. The City shall have the right to inspect all construction or excavation. All construction, excavation, maintenance and repair work done by the Provider shall be performed in a timely and expeditious way in conformity with the applicable laws and ordinances, including the City Standard Specifications and Details for Municipal Construction, and in a manner which minimizes the inconvenience to the public or individuals. All public and private property in or adjacent to dedicated easements disturbed by Provider's construction or excavation activities shall be restored as soon as possible by the Provider, at its expense, to substantially its former condition or better, subject to inspection by the City and compliance by the Provider with remedial action required by the City Engineer or his representative pursuant to said inspection. The Provider shall comply with the City's requests for prompt action to remedy all damage caused by Provider, its officers, employees, agents and contractors to private and public property adjacent to streets or dedicated easements where the Provider is performing excavation or construction work.

7.8 **Relocation.** Whenever the City shall, in the interest of the public convenience, necessity, health, safety and general welfare require the inspection, maintenance, repair, relocation or reinstallation of any Company Facility within a Public Way, the Provider shall, upon not less than 90 days prior notice, promptly commence and diligently complete such work to remove and relocate or reinstall such Company Facility as may be necessary to meet the requirements of the City. Notwithstanding the foregoing requirement, the Provider shall relocate its facilities upon 45 days prior written notice from the City when requested by the City due to an emergency, or as the parties may otherwise agree in writing. Such relocation, removal or reinstallation by the Provider shall be at no cost to the City. The Provider may ask for a meeting with the City to discuss the relocation, and alignment for the relocated Provider Facilities. If a City project is funded by federal or State monies that specifically includes an amount allocated to defray the expenses of relocation of Provider Facilities, the City shall reimburse the Provider up to the extent of such specified amount for any actual relocation costs mandated by the project to the extent that the City actually receives such federal or State funds earmarked for that purpose. The requirements of this Section 7.8 shall not be construed to be in derogation of any right or cause of action for reimbursement the Provider may have against a developer or other private interest which causes the need to move its lines or Facilities. Such right or cause of action, however, shall not be used as an excuse to delay or avoid its obligations under this section.

7.9 **Protect City Property.** The Provider shall not damage City property in its exercise of any rights or privileges herein granted. The Provider shall be liable for any damage or injury caused by Provider, its officers, employees, agents and contractors suffered by the City as a result of the exercise by the Provider of any rights or privileges herein granted. This section shall be applicable only to City and Provider relationships. Nothing herein contained shall be construed to affect the liability of the Provider to third-party claims.

7.10 **Underground Installations.** The Provider will be permitted to install Facilities overhead if it meets the following conditions: (a) it agrees at its sole cost to place the Facilities underground when the City directs, and so long as the City, at the same time; directs other telecommunication or utility

providers with overhead facilities in the same location to move their facilities underground; (b) it is not feasible to go underground at the time; and (c) lines can be placed on already existing poles. Notwithstanding the foregoing, if other telecommunication or utility lines are currently underground in any Public Way in which Provider installs its Facilities, then Provider shall install its fiber optic cables and other Facilities underground. Only those Facilities may be left above ground which cannot practically be placed underground.

7.11 **Cooperation with Others in Placing Lines Underground.** The Provider shall, when undertaking a project of placing its fiber optic lines and other Facilities underground, cooperate with other utilities, agencies, or companies which have their lines overhead to have all lines placed underground as part of the same project. When other public utility companies or telecommunication companies are placing their lines underground, the Provider shall, where feasible, cooperate with these utilities and companies and undertake to place its Facilities underground as part of the same project. The City shall request that Provider be given at least 60 days notice of such project.

7.12 **Prohibitions.** Except as otherwise provided herein, Facilities maintained or installed by Provider within the City shall be so located and constructed as not to do any of the following acts:

(a) Interfere with access to or use of any water or fire hydrant; obscure the vision of or interfere with the installation of any traffic-control device or traffic or information sign or signal;

(b) Interfere with sight distance established by any ordinance or law;

(c) Obscure the light from any street light;

(d) Cross any water or sewer line except at a 90-degree angle, except in accordance with a specific permit for such crossing issued by the City;

(e) Damage irrigation, landscaping or trees owned or maintained by the City;

(f) Damage any communications lines owned or maintained by the City; and

(g) Install Facilities in the paved sidewalk area unless authorized in advance by the City.

7.13 **Removal and Relocation.** The City shall have authority to require Provider to remove or relocate any facility located in violation of this Article 7 at Provider's sole expense. Such relocation or removal shall be completed within sixty (60) days (or other period of time as the parties may mutually agree to be acceptable for the required work) of written notice from the City. The notice shall prescribe the area where the facility is located and any other special conditions deemed necessary by the City.

7.14 **As-Built Drawings.** After construction of new Company Facilities or extensions of existing Facilities, Provider shall promptly develop and deliver to the City as-built drawings and maps in a format requested by the City.

7.15 **Damage to Others' Facilities.** During construction or maintenance, if Provider, its contractors, subcontractors, employees, agents or assigns causes damage to or a break in any lines, cables, ducts, conduit or other facilities located in or out of the Public Ways, the Provider shall immediately notify the affected party and the City by the fastest practical means.

7.16 **Hazardous Materials.** If contaminated or Hazardous Material is discovered within or adjacent to the Public Way, the Provider shall stop work in that affected area, immediately notify the City Engineer of the hazardous material, and report accurately and in writing the facts of the encounter to the City Engineer. Work in the affected area shall not thereafter be resumed except by written order of the City Engineer unless and until the material is determined not to be a Hazardous Material or the Hazardous Material is remediated as required by law. Response to, remediation of, and liability for Hazardous Materials shall comply applicable federal and Utah law, provided, however, that Provider shall not be liable for any remediation or other work arising from Hazardous Materials unless Provider, its employees, agents, contractor, or subcontractor, is directly responsible for introducing Hazardous Material or causing the release of the Hazardous Material, or is otherwise liable under applicable law. To the extent that Provider is responsible for any remediation or similar work regarding Hazardous Substance, before recommencing work within the Public Way, the Provider shall provide the City Engineer with plans and other documentation that demonstrates that the contaminated or Hazardous Material has been or will be properly handled, and that continued work within the Public Way poses no threat to the environment and/or human health or the safety of public or private property.

The terms of this section shall survive the termination of this Agreement.

7.17 The term "**Hazardous Material**" shall mean any substance:

(a) which is flammable, explosive, radioactive, toxic, corrosive, infectious, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the State of Utah or any political subdivision thereof; or

(b) which contains asbestos, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity or petroleum, including crude oil or any fraction thereof; or

(c) which is or becomes defined as a pollutant, contaminant, hazardous waste, hazardous substance, hazardous material or toxic substance under the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6987; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601-9657; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101-5127; the Clean Water Act, 33 U.S.C. §§ 1251-1387; the Clean Air Act, 42 U.S.C. §§ 7401-7642; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2655; the Safe Drinking Water Act, 42 U.S.C. §§ 300f - 300j; the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. §§ 11001-11050; under title 19, chapter 6 of the Utah Code, as any of the same have been or from time to time may be amended; and any similar federal, State and local laws, statutes, ordinances, codes, rules, regulations, orders or decrees relating to environmental conditions, industrial hygiene or Hazardous Materials on the Public Ways, including all interpretations, policies, guidelines and/or directives of the various governmental authorities responsible for administering any of the foregoing, now in effect or hereafter adopted, published and/or promulgated; or

(d) the presence of which in the Public Ways requires investigation or remediation under any federal, State or local statute, regulation, ordinance, order, action, policy, or common law; or

(e) the presence of which on the Public Ways causes or threatens to cause a nuisance on the Public Ways or to adjacent properties or poses or threatens to pose a hazard to the health and safety of persons on or about the Public Ways.

ARTICLE 8. SEVERABILITY

If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Rights-of-Way Ordinance is for any reason determined to be or rendered illegal, invalid or superseded by other lawful authority, including any State or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof unless the Agreement cannot reasonably be construed to effectively implement the intent of the parties as provided herein. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate a mutually acceptable amendment to this Agreement. As used herein, "material consideration" for the City is the State of Utah's right or ability to collect the Telecommunication License Tax, or if that tax may no longer be collected for Provider's use of the City's Public Ways, then a lawful franchise fee as provided in Section 3.1 above during the term of this Agreement, and its ability to manage the Public Ways as provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City's Road Excavation Ordinance. For the Provider, "material consideration" is its ability to use the Public Ways for telecommunication purposes as provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City's road excavation ordinance.

ARTICLE 9. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES

9.1 **Grounds for Termination.** The City may terminate or revoke this Agreement and all rights and privileges herein provided, upon ninety (90) days prior notice, for any of the following reasons:

(a) The Provider fails to make timely payments of the Telecommunication License Tax, or alternative payments due under Section 3.1 above and does not correct such failure within thirty (30) calendar days after receipt of written notice by the City of such failure;

(b) The Provider, by act or omission, violates a duty herein set forth in any particular within the Provider's control, and with respect to which redress is not otherwise herein provided. In such event, the City determines, after a hearing, that such violation has occurred and thereupon, after written notice to the Provider of such determination, the Provider, within thirty (30) calendar days of such notice, shall commence and diligently pursue efforts to remedy the conditions identified in the notice and shall have thirty (30) calendar days from the date it receives notice (or if the violation is of such nature that a longer time as is necessary to complete the required work, then the time needed to complete the work ("**Correction Time**"), provided that the reason for the

failure to complete the work within time required just above was not the intentional or negligent act or omission of the Provider) to remedy the conditions. After the expiration of such 30-day period (or if the failure is of such nature that a longer time as is necessary to complete the required work, then the time needed to complete the work, provided that the reason for the noncompliance was not the intentional or negligent act or omission of the Provider) and failure to correct such conditions, the City may declare the franchise forfeited and this Agreement terminated, and thereupon, the Provider shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be corrected within the 30-day time period provided above, the City shall provide additional time for the correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Provider; or

(c) The Provider becomes insolvent, unable or unwilling to pay its debts when due; is adjudged bankrupt; or all or part of its Facilities should be sold under an instrument to secure a debt and is not redeemed by the Provider within sixty (60) days.

9.2 **Reserved Rights.** Nothing contained herein shall be deemed to preclude the Provider from pursuing any legal or equitable rights or remedies it may have to challenge the action of the City.

9.3 **Remedies at Law.** In the event the Provider or the City fails to fulfill any of its respective obligations under this Agreement, the City or the Provider, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

9.4 **Third-Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Provider. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 10. PARTIES' REPRESENTATIVES

10.1 **City Representative and Address.** The City Engineer or his/her designee(s) shall serve as the City's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from the Provider to the City pursuant to or concerning this Agreement, shall be delivered to the City's representative at the following address: City Engineer, Public Works Department, 7505 S. Holden Street, Midvale, Utah 84047 ("**City Representative"**), or such other officer and address as the City may designate by written notice to the Provider.

10.2 **Provider Representative and Address.** Liza Quinn ("**Provider's Representative**") or her designee(s) shall serve as the Provider's representative regarding administration of and communication about this Agreement. Provider shall provide to the City's Representative the Provider's Representative's current office and wireless telephone numbers, facsimile and e-mail contact information.

Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from the City to the Provider pursuant to or concerning this Agreement, shall be delivered to the Provider's Representative at the following address: 16 Middle Street, 4th Floor, Portland, ME 04101, or such officer and address as the Provider may designate by written notice to the City. Any legal notice to Provider shall also be copied to Provider's Legal Department at the above address.

ARTICLE 11. INSURANCE AND INDEMNIFICATION

11.1 **Insurance.**

(a) On or before the effective date of this Agreement, Provider shall file with the City a certificate of insurance and thereafter continually maintain in full force and effect at all times for the full term of the franchise, at the expense of Provider, a comprehensive general liability insurance policy, including underground property damage coverage, written by a company authorized to do business in the State of Utah with an A.M. Best rating of at least A-IX protecting the City against liability for loss of bodily injury and property damage occasioned by the installation, removal, maintenance or operation of the communications system by Provider in 'the following minimum amounts:

(1) Ten Million Dollars ($10,000,000.00) combined single limit, bodily injury and for real property damage in any one occurrence.

(2) Ten Million Dollars ($10,000,000.00) aggregate.

(b) Provider shall also file with the City Recorder a certificate of insurance for a comprehensive automobile liability insurance policy written by a company authorized to do business in the State of Utah with an A.M. Best rating of at least A-IX for all owned, non-owned, hired and leased vehicles operated by Provider, with limits not less than Two Million Dollars ($2,000,000.00) each accident, single limit, bodily injury and property damage combined.

(c) Provider shall also maintain, and by its acceptance of any franchise granted hereunder, specifically agrees that it will continually maintain throughout the term of the franchise, workers compensation and employers liability, valid in the State, in the minimum amount of the statutory limit for workers compensation and Five Hundred Thousand Dollars ($500,000.00) for employer's liability.

(d) All liability insurance required pursuant to this section shall name the City of Midvale and its officers, employees, board members and elected officials as additional insureds (as the interests of each insured may appear) and shall be kept in full force and effect by Provider during the existence of the franchise and until after the removal or abandonment with the City Engineer's approval of all poles, wires, cables, underground conduits, manholes and any other conductors and fixtures installed by Provider incident to the maintenance and operation of the communications system as defined in this Agreement. Failure to obtain and maintain continuously the required insurance shall constitute a substantial violation of this agreement. All policies shall be endorsed to give the City thirty (30) days written notice of the intent to amend or cancel by either Provider or the insuring company.

(e) The City reserves and the Provider acknowledges the right to modify the insurance requirements contained herein based upon changes in the Utah Governmental Immunity Act, Title 63G, Chapter 7, Utah Code Annotated.

11.2 **Indemnification.** Provider hereby agrees to indemnify, defend and hold harmless the City, its officials, officers, employees and insurance carriers, individually and collectively from all losses, claims, suits, judgments, demands, expenses, subrogation, reasonable attorney's fees, costs or actions of any kind and nature resulting from personal or bodily injury to any person, including employees of Provider or of any contractor or subcontractor employed by Provider (including bodily injury and death) or damages to any property, arising directly out of the negligent acts or omissions of Provider, its contractors, subcontractors, officers, agents and employees while exercising any of the rights or privileges granted by this Agreement, except to the extent that such losses, claims, demands, or damages are caused by the negligent acts or omissions of the City, its officers, agents, or employees.

This section and the following section shall survive the termination of this Agreement.

11.3 **City Participation in Litigation.** The Provider shall immediately notify the City of any litigation which would affect the franchise or the City's rights under this Agreement.

ARTICLE 12. SECURITY FOR PERFORMANCE

12.1 Form, Amount. The Provider shall post with the City a security fund in the form of a surety bond, cash, an irrevocable letter of credit or a performance bond in the amount determined by the City Engineer, but not less than $10,000 ("**Bond Amount**"). It is the Provider's responsibility to maintain this security fund throughout the Agreement term.

12.2 Use. The City may draw on or make claim against the security fund to ensure the Provider's faithful performance of its obligations of this Agreement in accordance with applicable law. If Provider fails to perform its obligations under this Agreement in any respect, including making any payment to the City required by this Agreement or by applicable law, and reimbursable costs incurred by the City, the City may, after thirty (30) days' written notice to the Provider, withdraw or make a claim for that amount from the security fund. The City shall notify the Provider of the amount and date of any such withdrawal.

12.3 Restoration of Fund. Within forty-five (45) calendar days after the City gives Provider written notice that an amount has been withdrawn from the security fund or that the value of the surety bond has been reduced pursuant to Section 12.2 above, the Provider must deposit a sum of money in the security fund or shall restore the surety bond sufficient to restore it to the Bond Amount. If Provider fails to do so, such failure to restore shall be a material breach of this Agreement.

12.4 Return of Fund. If the Agreement terminates for any reason, and the Provider has ceased to provide service in the City, the balance of the security fund that remains following termination of the Agreement and satisfaction of all of Provider's obligations secured by the fund shall be returned to Provider. The City shall be under no obligation to return funds until it has had adequate time to evaluate Provider's unmet obligations, but no longer than 180 days, has elapsed for the City to determine that all such obligations have been satisfied.

12.5 Letter of Credit. Any letter of credit used to satisfy any portion of the security fund requirement must:

(a) Be issued by a bank licensed to do and doing business in Utah;

(b) Be irrevocable;

(c) Provide for automatic renewal of the letter of credit unless the bank has given the City written notice of its termination by certified mail at least sixty (60) days prior to expiration of the letter of credit;

(d) Provide that the City may draw against the letter of credit at any time prior to expiration of the letter of credit;

(e) Provide that the City may draw against the letter of credit and hold the funds in escrow after termination of the Agreement:

(1) if the City has filed an action;

(2) if the City has sought to draw against the letter of credit prior to termination and Provider has contested the action or appealed the notice and order prior to termination; or

(3) if the bank or the Provider has challenged or appealed the draw.

ARTICLE 13. GENERAL PROVISIONS

13.1 **Binding Agreement.** The parties represent that (a) when executed by their respective representatives who sign below, this Agreement shall constitute legal and binding obligations of the parties; and (b) that each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement. This Agreement shall be binding upon the successors, administrators and permitted assigns of each of the parties.

13.2 **Utah Law, Litigation.** This Agreement shall be interpreted pursuant to Utah law. Any claim or lawsuit arising out of this Agreement shall be brought in the Third District Court of the State of Utah, or if the Third District Court lacks jurisdiction, then suit shall be brought in the U.S. District Court for the State of Utah located in Salt Lake County, Utah, if that court has jurisdiction. The parties waive any right to trial by jury or to have a jury participate in resolving any dispute, whether sounding in contract, tort, or otherwise, between them arising out of this Agreement or any other instrument, document, or agreement executed or delivered in connection herewith or the transactions related hereto.

13.3 **Meet and Discuss; Mediation.** Notwithstanding any other provision contained herein, before the City or the Provider brings an action or claim before any court or regulatory body arising out of a duty or right arising under this Agreement, the Provider and the City shall first make a good-faith effort to resolve their dispute by discussion and then, if that fails, by nonbinding mediation by a mediator acceptable to both parties, the cost of which shall be borne equally by the parties.

13.4 **Time of Essence.** Time shall be of the essence of this Agreement.

13.5 **Entire Agreement, Modification, No Waiver.** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior negotiations, agreements or understandings between the parties related to the subject matter hereof. None of the provisions of this

Agreement may be altered or modified except through an instrument in writing signed by both parties. No failure by any party to insist on the strict performance of any covenant, duty or condition of this Agreement or to exercise any right or remedy consequent on a breach of this Agreement shall constitute a waiver of any such breach or any other covenant, duty or condition. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. Each of the foregoing genders and plurals is understood to refer to a corporation, partnership or other legal entity when the context so requires.

13.6 **No Presumption.** Both parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

13.7 **Warranty of Authorization.** The person signing for and on behalf of Provider warrants and represents that he or she is duly authorized and empowered to enter into this agreement for and on behalf of Provider, and that Provider is duly organized and validly existing under the laws of the State of Delaware, and that by his or her signature, he or she does bind Provider to the terms of this Agreement. The person signing below for Provider warrants to the City that all necessary company approvals, authorizations and consents have been obtained, and all company procedures required to be taken by Provider's articles of organization, have been followed to enable Provider to enter into this Agreement and to perform its duties hereunder.

13.8 **Effective Date.** This Agreement shall be effective on the day the following requirements have been completed: the Agreement has been signed by the City Council chairman; the Agreement has been signed by both parties; and the Provider has filed with the City the certificates of insurance required in Section 11.1 above.

SIGNED AND APPROVED this ____ day of _____, 2020.

Signature page follows.

SIGNED AND APPROVED this ____ day of _____, 2020.

MIDVALE CITY

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

SQF, LLC

_____
Joshua Broder, CEO

STATE OF MAINE)
: ss.
COUNTY OF CUMBERLAND)

On the 8TH day of May, 2020, personally appeared before me *(name of signer)* Joshua Broder, who, being by me duly sworn on oath did say that he is the CEO, who duly acknowledged to me that he executed the same, and has authority to bind said company by his signature to this Agreement, and that the foregoing instrument was signed on behalf of said company.

_____
NOTARY PUBLIC, Residing in Maine

My commission Expires:

Oct. 2, 2026

SIGNED this 8TH day of May, 2020.

ELIZABETH RANCOURT-SMITH
NOTARY PUBLIC
State of Maine
My Comm. Expires October 2, 2026

Notarized and Witnessed remotely, in accordance with Executive Order 37 FY19/20

WIRELESS COMMUNICATION SERVICES FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement") as of the___ day of _____, 2020 ("Effective Date"), is between Midvale City, a Utah municipal corporation ("City"), and SQF, a Delaware Limited Liability Company ("Grantee").

RECITALS

A. Grantee desires to install, maintain and operate wireless communication facilities in the City's rights-of-way. The equipment includes, but is not limited to antennas, power supplies and meters, monitoring devices, communications equipment, radio amplifiers, radio frequency and optical signal converters, fiber optic and other cabling, connectors and other equipment necessary to serve Grantee's WCFs (collectively, the "Facilities").

B. The City is willing to grant Grantee a franchise for the operation of the Facilities under the terms of this Agreement, subject to the approval of the City Council, whose approval shall not be unreasonably withheld. This Agreement is subject to the requirements of Chapter 5.54 'Wireless Communication Services".

C. Grantee desires the use of the Franchised Area within the City for the purpose of installing, maintaining and operating WCFs in order to provide wireless communication service pursuant to federal laws.

D. The installation, maintenance, and operation of Grantee's WCFs within the Franchised Area will be done in a manner consistent with the City's rights-of-way management regulations, and all other applicable local, state and federal regulations.

In consideration of the following mutual covenants, terms and conditions, the parties agree as follows:

1. DEFINITIONS.

All terms shall have the meanings established in Midvale Municipal Code 5.54.040, as amended. When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number, and words in the singular include the plural. The word "shall" is always mandatory and not merely permissive. For the purposes of this Agreement, the listed terms shall have the following meanings:

"Annual Franchise Fee" means "Right-of-Way Rate" as established in Midvale Municipal Code 5.54.120(B).

"Cost" means any actual, reasonable, and documented costs, fees, or expenses, including but not limited to attorneys' fees.

"Gross Revenue" has the same meaning as 'gross receipts from telecommunications service' as defined in Utah Code Ann. § 10-1-402, as amended.

2. FRANCHISED AREA.

The Franchised Area includes and is limited to the public rights-of-way either owned or regulated by the City. The WCFs of Grantee in the Franchised Area will be used solely to facilitate or provide personal wireless services. The use of the Franchised Area for any other purpose may require additional permits, agreements, and approvals. Nothing in this Agreement shall be interpreted to authorize the installation of macro wireless towers, equipment or facilities, nor the installation on poles of wireless equipment and facilities designed for macro wireless towers.

3. CITY'S REPRESENTATIONS AND WARRANTIES.

A. The City represents and warrants to the Grantee that: (i) the City, and its duly authorized signatory, have full right, power, and authority to execute this Agreement on behalf of the City; (ii) for property which it owns, the City has good and unencumbered title to the Franchised Area free and clear of any liens or mortgages, except those disclosed to the Grantee that will not interfere with Grantee's right to use the Franchised Area; and (iii) the City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, franchises or other agreements binding on the City.

B. The Grantee has studied and inspected the Franchised Area and accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in Subsection (3)(A) immediately above, including any warranties or representations by the City as to its condition or fitness for any particular use. The Grantee has inspected the Franchised Area and obtained information and professional advice as the Grantee has determined to be necessary related to this Agreement.

4. GRANT OF FRANCHISE; TERM.

A. City hereby grants Grantee, a non-exclusive franchise to use and occupy the Franchised Area for the purpose of developing and installing WCFs, including the right to attach, operate, maintain, install, and replace WCFs as approved by the City subject to the conditions outlined in this Agreement. Grantee shall install its WCFs consistent with the City's Chapter 5.54 'Wireless Communication Services.'

B. The Grantee's right to use and occupy the Franchised Area shall not be exclusive as the City reserves the right to grant a similar use of same to itself or any person or entity at any time during the term of this Agreement.

C. Nothing in this Agreement will be construed as granting the Grantee the authority to use any property that is owned or regulated by any person or entity other than the City including, but not limited to, state-owned or -maintained highways. Nor does it confer any right to use City property other than the Franchised Area.

D. The initial term of this Agreement shall be for a period of ten (10) years (the "Initial Term"), commencing on the Effective Date and ending on the tenth anniversary thereof, unless sooner terminated as stated herein. Provided, however, that if Grantee is not operational and providing services to customers within the City within two hundred seventy (270) days of the effective date of this Agreement, this Agreement may be terminated by the City, in its sole discretion, upon thirty (30) days written notice. Following the expiration of the Initial Term, this Agreement shall be automatically renewed for no more than one successive five-year renewal term, unless either party notifies the other in writing of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term

E. If Grantee continues to occupy the Franchised Area after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement, but shall be a month-to-month franchise. Grantee shall be subject to Chapter 5.54 and the terms of this Agreement throughout the period of such operation. Grantee shall pay the City fees in an amount that is double the amount of the normal franchise fees that would otherwise be due under Section 6. Either party may terminate the month-to-month franchise by providing fourteen (14) days written notice to the other party.

F. Notwithstanding any provision in this Agreement to the contrary or any negotiation, correspondence, course of performance or dealing, or any other statements or acts by or between the parties, Grantee's rights in the Franchised Area are limited to the rights created by this Agreement. Grantee's rights are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title regarding the Franchised Area. Grantee's rights under this Agreement are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or later having jurisdiction over, the Franchised Area or Grantee's use of the Franchised Area.

5. PERMITTED USE OF FRANCHISED AREA.

A. The Franchised Area may be used by Grantee, seven (7) days a week, twenty-four (24) hours a day, only for the purposes authorized by this Franchise and not for any other purpose. This Agreement shall include new types of WCFs that may evolve or be adopted using wireless technologies. Grantee shall, at its expense, comply with all applicable present and future federal, state, and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety and radio frequency emissions) in connection with the use (and installation, operation, maintenance, and replacement of WCFs on) within the Franchised Area.

B. Subject to the terms of this Agreement, WCFs may only be installed on City's poles under the terms of a fully executed pole attachment agreement with the City, on poles under the terms of a fully executed pole attachment agreement with the owner of such poles, or on Grantee's proprietary poles.

C. The use of Franchised Area under this Agreement does not include a franchise to install and operate fiber optic cable, wires, equipment and facilities to provide front-haul or backhaul transmission service, whether provided by a third-party provider or Grantee. Any entity that provides front-haul or backhaul transmission service must have a separate legal authorization from the City to use Public Rights-of-Way outside of this Agreement unless provided otherwise in this Agreement.

D. Nothing under this Agreement shall be interpreted to create or vest in Grantee any easement or other ownership or property interest to any City property or Rights-of-Way. This Agreement shall not constitute an assignment of any City's rights to City property or Rights-of-Way. Grantee shall, at all times, be and remain a franchisee only.

E. Grantee shall not use or permit the WCFs to be used for any activity violating any applicable local, state, or federal laws, rules, or regulations.

6. <u>FRANCHISE FEES; COSTS</u>.

A. Grantee shall pay all rates and fees in accordance with Part 5 of the Small Wireless Facilities Deployment Act (Utah Code Ann. §§ 54-21-101 to 54-21-602), as amended.

B. Grantee shall pay the City an Annual Franchise Fee for every WCF site approved by the City regardless of whether Grantee attaches its WCF to a light or other pole owned by the City, utility pole owned by a third-party, or pole owned by Grantee. Except as otherwise approved by the City, Grantee shall not make multiple installations on a single pole.

C. In addition to Annual Franchise Fees, Grantee shall be responsible for paying administrative fees for the processing of WCF site applications by City staff as prescribed in this Agreement. Starting on the Effective Date, Grantee shall pay a non-refundable administrative fee to the City for each WCF site application submitted for review and approval as set forth under Midvale Municipal Code 5.54. The administrative fee shall be submitted with every WCF site application as a prerequisite to begin review of the WCF site application. Grantee shall have the right to amend the WCF site application to correct errors or provide additional information without having to pay a second administrative fee.

D. Additionally, Grantee shall pay for reimbursement as further set forth in Chapter 5.54 of the Midvale City Code or as provided elsewhere in local laws or regulations.

E. To the extent that Grantee wishes to utilize the Franchised Area for the installation, use or operation of fiber or conduit in connection with the WCF, a separate Franchise for wireline (as opposed to wireless) usage shall be required from the City.

F. In addition to other payments required herein, Grantee shall pay all permit fees and all other required City fees in connection with construction, inspection, traffic and pedestrian

flow and other City requirements without any offset against any other fees or payments required herein.

G. The Grantee shall remit payments of the Annual Franchise Fee on the first day of every month. If the Effective date of this Agreement is not the first day of a month, the Grantee's payment for the first and last month of this Agreement will be prorated accordingly.

H. If the Grantee fails to pay any franchise fee or other amount due in full within ten (10) days after receipt of written notice of delinquency, the Grantee is responsible for paying interest on the unpaid principal balance at the rate charged for delinquent state taxes, from the due date until payment is made in full.

I. Grantee shall pay the City actual costs for inspections, materials testing and other costs incurred by the City as a direct result of the operation, construction, repair, alteration or relocation of the Facilities. All costs shall be paid in full within thirty (30) days of invoice.

J. City agrees that any fees or taxes charged to Grantee under this Agreement shall be of the same nature and calculation of fees or taxes as other similarly situated entities.

7. APPROVAL OF WCF SITES.

A. Grantee shall file with the City a WCF site application in accordance with Chapter 5.54. Said application form may be modified from time-to-time by the City as deemed necessary in order to more efficiently process applications from Grantee.

B. All WCF site applications requesting access to a City pole must include a load bearing study to determine whether the attachment of a WCF may proceed without pole modification or whether the installation will require pole re-enforcement or replacement. If pole re-enforcement or replacement is necessary, Grantee shall provide engineering design and specification drawings demonstrating the proposed alteration to the pole. Moreover, all WCF site applications requesting the installation of a new pole shall include engineering design and specification drawings demonstrating compliance with the Americans with Disabilities Act. For each WCF site application, the City or its designee shall verify that the WCF site application is complete and the appropriate administrative fee has been submitted and review engineering design documents to determine compliance with contractual requirements under this Agreement and that there is no interference with City public safety radio systems, traffic signal light systems or other communications components. If requested by the City, the Grantee will provide a copy of study conducted by a qualified Utah-licensed engineer demonstrating that the proposed WCF will not interfere with City public safety radio systems, traffic signal light systems or other communications components. The Grantee shall include appropriate design of stealth components necessary to comply with historic preservation requirements or aesthetic design elements and compliance with City pole attachment regulations for poles, including replacement of existing electric meters with dual meters.

C. As appropriate, the City or its designee shall require Grantee to make design modifications in order to comply with applicable contractual, regulatory, or legal requirements. Failure to make the requested design modifications shall result in a denied WCF site application which may not be processed under this Agreement.

D. Upon finding that the WCF site application is complete and in compliance with all applicable requirements as outlined above and in Chapter 5.54, the City or its designee shall approve such WCF site application. Grantee shall comply with the requirements of the Wireless Communication Services Ordinance and City Code. Grantee shall pay all appropriate permit fees. Upon obtaining all necessary permits, Grantee may proceed to install the WCF in coordination with any affected City departments. Upon completion of the installation, Grantee shall notify the City, or its designee, in writing and provide a picture of said installation to be included in the WCF site application records.

E. Grantee shall maintain a current inventory of WCFs throughout the term of this Agreement. Grantee shall provide to the City a copy of the inventory of WCF sites every July 1 until the end of the term. The inventory of WCFs shall include GIS coordinates, date of installation, Company Site ID#, type of pole used for installation, pole owner, and description/type of installation for each WCF installation. Concerning WCF sites that become inactive, the inventory of WCF sites shall include the same information as active installations in addition to the date the WCF site was deactivated and the date the WCF was removed from the Right-of-Way. The City shall compare the inventory of WCF sites to its records to identify any discrepancies.

F. Any unauthorized WCF sites that are identified by the City as a result of comparing the inventory of WCF sites to internal records or through any other means will be subject to the payment of unauthorized installation charges by Grantee. The City shall provide written notice to Grantee of any unauthorized WCF site identified by City staff, and Grantee shall have thirty (30) days thereafter in which to submit an approved application for said site. Failure to produce an approved application corresponding with the unauthorized WCF site will result in the imposition of an unauthorized installation charge, which shall be calculated by applying the Annual Franchise Fee formula set out in Section 6 to the period spanning from the original date of installation of the unauthorized WCF site to the date of the written notice sent by the City. The total amount resulting from this calculation shall be assessed an interest rate of eighteen percent (18%) per annum to constitute the applicable unauthorized installation charge. Thereafter, Grantee shall submit an application fee and administrative fee for the unauthorized WCF site and, if approved by the City, Grantee shall become liable for paying Annual Franchise Fees going forward. If the WCF site application for the unauthorized WCF site is not approved based on applicable considerations under this Agreement, Grantee shall remove the WCF and any related facilities from the Right-of-Way within thirty (30) days.

8. UTILITIES.

Grantee is responsible for obtaining and paying for all utilities necessary to operate the Facilities.

9. USE RESTRICTIONS.

A. Subject to the interference provisions set forth below, Grantee shall at all times use reasonable efforts to minimize any impact that its use of the Franchised Area will have on other users of the Franchised Area.

B. Grantee shall not remove, damage or alter in any way any improvements or personal property of the City or third parties in the Franchised Area without the owner's prior written approval. Grantee shall repair any damage or alteration to another's property caused by Grantee's use of the Franchised Area to the same condition that existed before the damage or alteration, reasonable wear and tear excepted.

C. Whenever the Grantee performs construction activities within the Franchised Area, the Grantee shall obtain all necessary construction permits and promptly, upon completion of construction, restore the Franchised Area to the condition existing before construction to the satisfaction of the City Engineer. Grantee represents and warrants that it has obtained all government licenses, permits and authorization by the Federal Communications Commission and the Utah Public Service Commission, which are required to provide the Services.

If the Grantee fails to restore the Franchised Area as required, the City may take all reasonable actions necessary to restore the Franchised Area, and the Grantee, within thirty (30) days of demand and receipt of an invoice, together with reasonable supporting documentation, will pay all of the City's reasonable costs of restoration.

D. Grantee shall use the Franchised Area solely for constructing, installing, operating, maintaining, repairing, modifying and removing the Facilities. The Facilities are limited to the equipment and facilities approved by the City in writing.

E. Grantee shall have a non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, for the construction, installation, operation, maintenance, modification and removal of the Facilities. In no event shall the City's use of the Franchised Area be unreasonably interrupted by the Grantee's work. Prior to entering upon the Franchised Area for activities that disrupt vehicular and/or pedestrian traffic, the Grantee shall give the City Engineer or designee at least seven (7) days advance notice in the manner provided in this Agreement or, in the event of emergency repairs, any prior notice as is practical.

F. Grantee shall at all times have on call and at the City's access, an active, qualified, and experienced representative to supervise the Facilities, and who is authorized to act for the Grantee in matters pertaining to all emergencies and the day-to-day operation of the

Facilities. The Grantee shall provide the City Engineer or designee with the names, addresses and 24-hour telephone numbers of designated persons in writing.

G. In the vicinity of any above-ground facilities Grantee may have in the Franchised Area, Grantee shall keep the Franchised Area maintained, orderly and clean at all times.

H. Grantee acknowledges that: i) the Grantee's use of the Franchised Area is subject and subordinate to, and shall not adversely affect, the City's use of the Franchised Area; and ii) the City reserves the right to further develop, maintain, repair, or improve the Franchised Area, provided that the City shall reasonably cooperate with Grantee to ensure that Grantee's use and operation of WCFs is not interfered with or interrupted.

I. Grantee shall not install any signs in the Franchised Area other than required safety or warning signs or other signs necessary for the use of the Franchised Area as requested or approved by the City. Grantee bears all costs pertaining to the erection, installation, maintenance and removal of all of its signs.

10. HAZARDOUS WASTE.

The Grantee shall not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the Franchised Area in violation of any federal, state or local law pertaining to hazardous waste or toxic substances. Grantee shall not use the Franchised Area in a manner inconsistent with any regulations, permits or approvals issued by any federal or state agency. The City and Grantee acknowledge that if Grantee uses sealed batteries, such batteries shall be used and maintained pursuant to industry standards and applicable laws. The Grantee shall defend, indemnify and hold the City harmless against any loss or liability, claims, damages, costs, expenses and attorneys' fees incurred by reason of any hazardous waste or toxic substance release on or affecting the Franchised Area to the extent caused by the Grantee, and shall immediately notify the City of any hazardous waste or toxic substance release at any time discovered or existing upon the Franchised Area. Grantee shall promptly and without request provide the City with copies of all written communications between the Grantee and any governmental agency concerning environmental inquiries, reports or problems in the Franchised Area.

11. GRANTEE'S IMPROVEMENTS; GENERAL REQUIREMENTS.

A. The following provisions govern all improvements, repairs; installation and other construction, removal, demolition or similar work of any description by the Grantee related to the Facilities or the Franchised Area (collectively referred to as the "Grantee's Improvements"):

(i) In no event, including termination of this Agreement for any reason, is the City obligated to compensate the Grantee in any manner for any of Grantee's Improvements or other work provided by the Grantee during or related to this Agreement. The Grantee shall timely pay for all labor, materials and work and all professional and other services related to Grantee's Improvements and defend,

indemnify and hold harmless the City against the same for any claims, damages, costs, expenses and attorneys' fees;

(ii) Grantee shall perform all work in a good, workmanlike manner, and shall diligently complete the work in conformance with all building codes and similar requirements. Grantee's Improvements shall be commensurate with high quality industry standards as approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed;

(iii) Grantee acknowledges that as of the Effective Date of this Agreement, the City has not approved or promised to approve any plans for the Grantee's Improvements;

(iv) Grantee shall make no structural or grading alterations, or similar structural modifications or additions or other significant construction work in the Franchised Area without having first received the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Review shall include all Improvements, equipment, fixtures, paint and other construction work of any description as described in all plans delivered by the Grantee to the City. All such plans and construction are subject to inspection and final approval by the City as to materials, design, function and appearance;

(v) Grantee shall keep as-built records of the Grantee's Improvements and upon request, shall furnish copies of records to the City, at no cost to the City, upon completion of Improvements and any changes to the same. Grantee shall participate as a member of Blue Stakes of Utah regarding underground facilities, and submit proof of participation to the City upon request;

(vi) All changes to utility facilities shall be limited to the Franchised Area and shall be undertaken by the Grantee only with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed;

(vii) All of the Grantee's Improvements shall, be designed so as to present uniformity of design, function, appearance and quality throughout and consistency with other improvements located in the Franchised Area; and

(viii) Grantee shall properly mark and sign all excavations and maintain barriers and traffic control in accordance with applicable laws, regulations and best management practices.

B. The following procedure governs the Grantee's submission to the City of all plans for the Franchised Area and the Grantee's Improvements, including any proposed changes by the Grantee of previously submitted plans:

(i) Grantee shall coordinate with the City as necessary on significant design issues prior to submission of plans;

(ii) Upon execution of this Agreement, the Grantee shall each designate a project manager to coordinate the Grantee's participation in designing and constructing Grantee's Improvements. The project manager shall devote time and efforts to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this Agreement;

(iii) No plans are considered finally submitted until the Grantee delivers to the City a formal certification by an Utah-licensed engineer, acceptable to the City Engineer, to the effect that all of the Grantee's Improvements are properly designed to be safe and functional as designed and as required by this Agreement. The certification shall be accompanied by and refer to any backup information and analysis as the City Engineer may reasonably require;

(iv) No plans are considered approved until stamped "APPROVED" and dated and signed by the City Engineer;

(v) Grantee is responsible to secure all zoning approvals, design revisions or other governmental approvals and to satisfy all governmental requirements pertaining to the project and may not rely on the City to initiate or suggest any particular process or course of action;

(vi) The City's issuance of permits shall not be considered valid unless the plans have been approved as stated in subsection (iv) above. City staff shall be reasonably available to coordinate and assist the Grantee in working through issues that may arise in connection with such plan approvals and requirements;

(vii) The Grantee shall, in the submittal of all plans, allow adequate time for all communications and plan revisions necessary to obtain approvals and shall schedule its performance and revise its plans as necessary to timely obtain all approvals and make payment of all applicable fees;

(viii) Subject to federal, state, and local law, any delay in the City's review of or marking Grantee's plans with changes necessary to approve the plans, or approve revised plans in accordance with the City's normal plan-review procedures, will not be considered approval of the plans but may operate to extend Grantee's construction deadlines. The City agrees to use reasonable efforts to review, mark or approve Grantee's plans in a prompt and timely manner and in conformance with established policies and procedures;

(ix) The Grantee shall provide the City with two (2) complete sets of detailed plans and specifications of the work as completed if submitted in paper, or the Grantee shall provide the City with one (1) complete set of detailed plans and specifications of the work as completed if submitted electronically;

(x) The parties shall use reasonable efforts to resolve any design and construction issues to their mutual satisfaction but, in the event of an impasse for any reason, final decision authority regarding all design and construction issues shall rest with the City in its sole discretion; and

(xi) Before any construction begins in the Franchised Area, the Grantee shall provide the City with performance bonds and, if considered necessary by the City, payment bonds, in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the City, conditioned upon the faithful performance of the required construction work. Bonds shall be executed by a surety company duly authorized to do business in Utah, and acceptable to the City and shall be kept in place for the duration of the work.

12. GRANTEE'S CONSTRUCTION.

Subject to state law, the Grantee shall install the Facilities in the Franchised Area within two hundred seventy (270) days of the City's approval in accordance with the approved application and applicable law.

13. CONSTRUCTION WORK - REGULATION BY CITY.

A. The work done by Grantee in connection with the installation, construction, maintenance, repair, and operation of WCFs on poles within the Franchised Area shall be subject to and governed by all pertinent federal, state, and local laws, rules, and regulations.

B. All pole excavations, construction activities, and aerial installations on poles in the Franchised Area shall be performed as to minimize interference with the use of the Franchised Area and with the use of private property, in accordance with all regulations of the City necessary to provide for public health, safety and convenience.

14. CONSTRUCTION, RESTORATION AND MAINTENANCE ACTIVITIES.

A. The City shall have the authority at any time to order and require Grantee to remove and abate any WCF or other structure that is in violation of the City Code. In case Grantee, after receipt of written notice and thirty (30) days opportunity to cure, fails or refuses to comply, the City shall have the authority to remove the same at the expense of Grantee (which shall be paid to the City within thirty (30) days of receipt of an invoice), all without compensation or liability for damages to Grantee.

B. The parties agree that this Agreement does not in any way limit the City's right to locate, operate, maintain, and remove City poles in the manner that best enables the operation of the City and protect public safety. The City Engineer may deny access to City poles

subject to the Small Wireless Facilities Deployment Act (Utah Code Ann. §§ 54-21-101 to 54-21-602), as amended. Further, nothing in this Agreement shall be construed as granting Grantee any attachment right to install WCFs to any specific pole, other than to an approved WCF site application under the terms of this Agreement.

C. Grantee may construct new poles in order to install WCFs in accordance with Midvale Municipal Code 5.54. Such poles shall be set so that they will not interfere with the flow of water in any gutter or drain, and so that they will not unduly interfere with ordinary travel on the streets or sidewalk. The location of all Grantee's personal property, poles, and electrical connections placed and constructed by the Grantee in the installation, construction, and maintenance of WCF shall be subject to the lawful, reasonable and proper control, direction and/or approval of the City Engineer.

15. <u>INTERFERENCE WITH OTHER FACILITIES PROHIBITED</u>.

A. Grantee shall not impede, obstruct or otherwise interfere with the installation, existence and operation of any other facility in the Franchised Area including, but not limited to, sanitary sewers, water mains, storm water drains, gas mains, poles, aerial and underground electrical infrastructure, cable television and telecommunication wires, public safety and City networks, and other telecommunications, utility or municipal property.

B. In the event that Grantee's WCFs interferes with the City's traffic light signal system, public safety radio system, or other City communications infrastructure operating on spectrum where the City is legally authorized to operate, Grantee will respond to the City's request to address the source of the interference as soon as practicable, but in no event later than two (2) hours of receiving notice.

C. If the interference is creating a public safety hazard, the Grantee shall immediately shut down the WCF pending approval and implementation of a remediation plan. The Grantee shall provide the City Engineer an Interference Remediation Report that includes a remediation plan to stop the event of interference, an expected timeframe for execution of the remediation plan and any additional information relevant to the execution of the remediation plan. In the event that interference with City facilities cannot be timely eliminated, Grantee shall remove or relocate the WCF that is the source of the interference as soon as possible to an approved alternative location.

D. If the interference is not creating a public safety hazard, the Grantee shall provide the City Engineer an Interference Remediation Report that includes a remediation plan to stop the event of interference, an expected timeframe for execution of the remediation plan and any additional information relevant to the execution of the remediation plan. In the event that interference with City facilities cannot be timely eliminated, Grantee shall shut down the WCF and remove or relocate the WCF that is the source of the interference as soon as possible to an approved alternative location.

16. MAINTENANCE.

A. The Grantee has, at its own cost, all responsibilities for improvements to and maintenance of the Facilities in the Franchised Area during the term of this Agreement.

B. Grantee, at its expense, shall use reasonable efforts to minimize the visual and operational impacts of the equipment as required by any City Ordinance, permit, or other permission necessary for the installation or use of the Franchised Area.

C. Subject to state law, Grantee shall provide the City five (5) business days' advanced notice of:

(i) routine maintenance;

(ii) the replacement of a Grantee WCF with a WCF that is substantially similar or smaller in size; and

(iii) the installation, placement, maintenance, operation, or replacement of a micro wireless facility that is strung on a cable between existing utility poles, in compliance with the National Electrical Safety Code.

D. Grantee shall:

(i) install and maintain all parts of its system in a nondangerous condition throughout the entire term of the franchise;

(ii) maintain its system in accordance with standard prudent engineering practices and shall conform with the National Electrical Safety Code and all applicable other federal, state and local laws or regulations; and

(iii) at all reasonable times, permit examination by any duly authorized representative of the City of the system and its effect on the Franchised Area.

E. Grantee shall have the authority to trim trees, in accordance with all applicable utility restrictions, ordinance and easement restrictions, upon and hanging over rights-of-way so as to prevent the branches of such trees from coming in contact with its system.

17. COMPLIANCE WITH UTILITY, HEIGHT AND HISTORIC PRESERVATION REGULATIONS.

Grantee shall comply with all applicable local, state, and federal design and historic preservation regulations, including, but not limited to, the following:

A. Grantee shall comply with all relevant legal requirements for connecting the WCF to electricity and telecommunications service. The City is not responsible for providing electricity or transport connectivity to Grantee.

B. All WCF installations shall be in compliance with height restrictions applicable to poles and other structures in the zoning districts.

C. The design plans for all WCF site installations shall be compatible with the character and aesthetics of the neighborhoods, plazas, boulevards, parks, public spaces and commercial districts. Subject to applicable law and in coordination with the City's Community Development Department, Grantee shall implement design concepts and the use of camouflage or stealth materials, as necessary, to blend its WCF installations with the overall character of the selected site. Grantee shall comply with the City regulations applicable to aesthetics, stealthing, and materials.

18. <u>RELOCATION AND REMOVAL OF FACILITIES</u>.

A. Subject to state law, the City may require the Grantee to relocate or adjust a WCF in the Franchised Area in a timely manner and without cost to the City.

B. Grantee's duty to relocate or adjust its WCFs at its expense under this subsection is not contingent on the availability of an alternative location acceptable for relocation. The City will make reasonable efforts to provide an alternative location in the Franchised Area for relocation, but regardless of the availability of an alternative site acceptable to Grantee, Grantee shall comply with the notice to remove its property as instructed.

C. If Grantee fails to relocate or adjust its facilities to the satisfaction of the City or its designee by the 90th day after the date of notice, the City may remove the WCF at the expense of Grantee (which shall be paid to the City within thirty (30) days of receipt of an invoice).

D. Any damage to the Franchised Area or adjacent property caused by Grantee that occurs during the relocation or adjustment of Grantee's WCF shall be promptly repaired or replaced at Grantee's sole expense. Should Grantee not make nor diligently pursue adequate repairs within thirty (30) days of receiving written notice, the City may make all reasonable and necessary repairs on behalf of Grantee, and reimburse itself from proceeds from the surety bond required under this Agreement. Any remaining amount will be charged to Grantee. Grantee shall within thirty (30) days remit payment of such costs after receipt of an invoice from the City.

E. The City shall not bear any cost of relocation of existing facilities, irrespective of the function served, where the City facilities or other facilities occupying the Franchised Area or right-of-way in close proximity to the Franchised Area are already located, and the conflict between the Grantee's potential Facilities and existing facilities can only be resolved expeditiously, as determined by the City, by the movement of the existing City or other permitted facilities. Any relocation of City infrastructure is purely discretionary on the part of the City and may not be demanded by the Grantee.

F. If Grantee's relocation effort delays construction of a public project causing the City to be liable for delay or other damages, the Grantee shall reimburse the City for those damages, attorneys' fees, expenses and costs attributable to the delay created by the Grantee. If the Grantee fails to pay the damages, attorneys' fees, expenses and costs in full within thirty (30) days after receiving an invoice, the Grantee is responsible for interest on the unpaid balance at the rate of 18% per annum from that date until payment is made in full.

19. COLLOCATION.

A. Subject to subsection (B) below, the Grantee shall, at all times, use reasonable efforts to cooperate with the City or any third parties with regard to the possible collocation of additional equipment, facilities or structures in and around the Franchised Area ("Collocation"). If a Collocation on a City-owned pole is feasible, the City may, in its sole discretion, negotiate a Collocation franchise agreement with any third party on terms as the City considers appropriate, not inconsistent with the rights and obligations of the parties under this Agreement. Grantee's consent in connection with the final determination of Collocation of a third party is not required, provided that Grantee's operations are not unreasonably interfered with or interrupted. Any fees or charges paid by an additional collocation company belong solely to the City.

B. Prior to permitting the installation of a Collocation by any third party in or around the Franchised Area which may interfere with the Grantee's operations, the City shall give the Grantee forty-five (45) days' notice of the proposed Collocation so that the Grantee can determine if the Collocation will interfere with the Facilities. If the Grantee determines that interference is likely, the Grantee shall, within the notice period, give the City a detailed written explanation of the anticipated interference, including supporting documentation as may be reasonably necessary for the City to evaluate the Grantee's position. The City and the Grantee shall promptly use reasonable efforts to resolve any interference problems before the City permits a Collocation to the third party. If a subsequent franchisee is permitted to operate near the Franchised Area, and the subsequent franchisee's operations materially interfere with Grantee's Facilities, then the City shall direct the subsequent franchisee to remedy the interference within seventy-two (72) hours. If the interference is not resolved within this period, then the City will direct the subsequent franchisee to cease its operation until the interference is resolved. These same procedures apply to any interference caused by Grantee with respect to any Collocation existing and as configured prior to the installation of Grantee's Facilities.

20. RECORDS.

A. Grantee shall keep complete and accurate GIS and mapping information, deployment plans, equipment inventories and other relevant records of its WCF deployments in the Franchised Area.

B. The City may, at reasonable times and for reasonable purposes, examine, verify and review the maps, plans, equipment inventories and other records of Grantee pertaining to

WCFs installed in the Franchised Area. Grantee shall make the above records available to the City for review within ten (10) business days after requested by the City.

21. RIGHT TO AUDIT.

A. The City, or its designees, shall have the right to audit, examine or inspect, at the City's election and at City's expense, all of the Grantee records at any and all Grantee's locations relating to WCF deployments under this Agreement ("Grantee's Records") during the term of the Agreement and retention period herein. The audit, examination or inspection may be performed by the City' designee, which may include internal City auditors or outside representatives engaged by the City. The Grantee agrees to retain the Grantee's records for a minimum of two (2) years following termination or expiration of the Agreement, unless there is an ongoing dispute under the Agreement. Then, such retention period shall extend until final resolution of the dispute beyond the two (2) year retention period.

B. Grantee's records shall be made available at the Grantee's place of business, if within fifty (50) miles from the City, or the City's designated offices within thirty (30) calendar days of the City's request and shall include any and all information, materials and digital data of every kind and character generated as a result of this Agreement. Examples of Grantee's records include, but are not limited to, copies of inventory of WCF sites, WCF site applications, supplemental franchises, ROW Permits, third-party pole Attachment Permits, payment records for Annual Franchise Fees and administrative fees, equipment invoices, subcontractor invoices, engineering documents, vendor contracts, network diagrams, internal network reports and other documents related to installation of WCFs at WCF sites. The Grantee bears the cost of producing, but not reproducing any and all requested business records.

C. If an audit inspection or examination discloses that Grantee's Annual Franchise Fee payments to the City as previously remitted for the period audited were underpaid, Grantee shall pay within thirty (30) days to the City the underpaid amount for the audited period together with interest at the interest rate of eighteen percent (18%) per annum from the date(s) such amount was originally due.

22. ASSIGNMENT.

A. Grantee may not assign or transfer this Agreement nor may there be a change in control to any person or entity controlling, controlled by or under common ownership with the Grantee or Grantee's parent company, or to any person or entity that, acquires the Grantee's business and assumes all obligations of the Grantee under this Agreement without the prior written consent of the City which consent may not be unreasonably withheld, delayed or conditioned.

B. Control means actual working control in whatever manner exercised. Control includes, but may not necessarily require, majority stock ownership. The requirements of Subsection 22 shall also apply to any change in control of Grantee. A rebuttable

presumption that a transfer of control has occurred shall arise upon the acquisition or accumulation by any person or group of persons of fifty-one percent (51%) or more of the voting shares of Grantee. The consent required shall not be unreasonably withheld or delayed, but may be conditioned upon the performance of those requirements necessary to ensure compliance with the specific obligations of this Agreement imposed upon Grantee by City. For the purpose of determining whether it should consent to transfer of control, the City may inquire into the qualifications of the proposed transferee and Grantee shall assist the City in the inquiry.

C. For assignments requiring City approval, the City may, as a condition of approval, postpone the effective date of the assignment and require that any potential transferee submit reasonable evidence of its financial, technical and operational ability to fully perform under the terms of this Agreement to the City at least thirty (30) days prior to any transfer of the Grantee's interest. In no event will the City unreasonably withhold, condition or delay its approval to a proposed assignment.

D. The Grantee may, upon notice to the City, mortgage or grant a security interest in this Agreement and the Facilities, and may assign this Agreement and the Facilities to any mortgagees, deed of trust beneficiaries or holders of security interests, including their successors or assigns ("Mortgagees"), so long as the Mortgagees agree to be bound by the terms of this Agreement. If so, the City shall execute consent to leasehold or other financing as may be reasonably required by Mortgagees. In no event will Grantee grant or attempt to grant a security interest in any of the real property underlying the Franchised Area.

E. Subject to subsections (A) and (B) above, Grantee shall not sublease any of its interest under this Agreement, nor permit any other person to occupy the Franchised Area. The Parties acknowledge that Facilities deployed by Grantee in the Franchised Area pursuant to this Agreement may be owned and/or remotely operated by a third-party wireless carrier customer ("Carriers") and installed and maintained by Grantee pursuant to existing agreements between Grantee and a Carrier. Grantee shall provide the City of prior written notice of any such Facilities and identify the associated Carrier. Such Facilities shall be treated as Grantee's Facilities for all purposes under this Agreement and any applicable pole attachment agreements. A Carrier's ownership and/or operation of such Facilities shall not constitute an Assignment under this Agreement, provided that Grantee shall not actually or purport to sell, assign, encumber, pledge, or otherwise transfer any part of its interest in the Franchised Area or this Agreement to a Carrier, or otherwise permit any portion of the Franchised Area to be occupied by anyone other than itself. Grantee shall remain solely responsible and liable for the performance of all obligations under this Agreement and applicable pole attachment agreements with respect to any Facilities owned and/or remotely operated by a Carrier.

23. <u>BOND/LETTER OF CREDIT REQUIREMENT</u>.

Before undertaking any of the work authorized by this Agreement, as a condition precedent to the City's issuance of any permits, Grantee shall, upon the City's request, furnish an annually

renewed performance bond or letter of credit from a Utah-licensed financial institution in the amount of at least twenty-five thousand dollars ($25,000). Every July 1 during the term of this Agreement, except for the initial year of this Agreement, the amount of the Grantee's performance bond or letter of credit shall be adjusted to one-hundred ten percent (110%) of the value of the Grantee's system and its associated installation costs or twenty-five thousand dollars ($25,000), whichever is greater. The bond or letter credit shall remain in effect for the entirety of the term of this Agreement as well as an additional year after the expiration or termination of this Agreement. The bond shall be conditioned so that Grantee shall observe all the covenants, terms and conditions and shall faithfully perform all of the obligations of this Agreement, and to repair or replace any defective work or materials discovered in the Franchised Area, and to remove any WCFs and their associated equipment that are not in service or remain in the Franchised Area after the termination or expiration of this Agreement. The bond shall ensure the faithful performance of Grantee's obligations under the Agreement, including, but not limited to, Grantee's payment of any penalties, claims, liens, or fees due the City that arise by reason of the operation, construction, or maintenance of the Facilities within the Franchised Area. Grantee shall pay all premiums or other costs associated with maintaining the bond.

24. <u>REGULATORY AGENCIES, SERVICES AND BANKRUPTCY</u>.

A. The Grantee shall upon request provide to the City:

(i) All non-proprietary and relevant petitions, applications, communications and reports submitted by the Grantee to the Public Service Commission or other state or federal authority having jurisdiction that directly relates to Grantee's operations in the Franchised Area;

(ii) Non-proprietary licensing documentation concerning all services of whatever nature being offered or provided by the Grantee over Facilities in the Franchised Area. Non-proprietary copies of responses from regulatory agencies to the Grantee shall be available to the City upon request. To the extent permitted by the Utah Government Records Access and Management Act, the City will treat all documentation and information obtained pursuant to this Section 24 as proprietary and confidential.

B. The Grantee shall upon request provide the City copies of any petition, application, communications or other documents related to any filing by the Grantee of bankruptcy, receivership or trusteeship.

25. <u>DEFAULT; TERMINATION BY CITY</u>.

A. The City may terminate this Agreement for any of the following reasons upon thirty (30) days' written notice to Grantee:

(i) Failure of Grantee to perform any obligation under this Agreement, after Grantee fails to cure a default within the notice and cure period. However, if a cure cannot

reasonably be implemented within the notice period, Grantee must commence and diligently pursue to cure within thirty (30) days of the City's notice.

(ii) The taking of possession for a period of ten (10) days or more of substantially all of Grantee's personal property in the Franchised Area by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator.

(iii) The filing of any lien against the Facilities in the Franchised Area, or against the City's underlying real property, due to any act or omission of the Grantee that is not discharged or fully bonded within thirty (30) days of receipt of actual notice by the Grantee.

B. The City may place the Grantee in default of this Agreement by giving the Grantee fifteen (15) days written notice of the Grantee's failure to timely pay the fees required under this Agreement or any other charges required to be paid by the Grantee pursuant to this Agreement. If Grantee does not cure the default within the notice period, the City may terminate this Agreement or exercise any other remedy allowed by law or equity.

C. If the Grantee, through any fault of its own, at any time fails to maintain all insurance coverage required by this Agreement, the City may, upon written notice to the Grantee, immediately terminate this Agreement or secure the required insurance at Grantee's expense (which shall be paid to the City within thirty (30) days of receipt of an invoice).

D. Failure by a party to take any authorized action upon default by the other party does not constitute a waiver of the default nor of any subsequent default by the other party. The City's acceptance of the franchise fee or any other fees or charges for any period after a default by the Grantee is not considered a waiver or estoppel of the City's right to terminate this Agreement for any subsequent failure by the Grantee to comply with its obligations.

26. <u>TERMINATION</u>.

A. This Agreement may be terminated for any of the following reasons:

(i) By either party upon issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining the Grantee's use of any portion of the Facilities in the Franchised Area and remaining in force for a period of thirty (30) consecutive days.

(ii) By either party upon the inability of the Grantee to use any substantial portion of the Facilities in the Franchised Area for a period of thirty (30) consecutive days due to the enactment or enforcement of any law or regulation or because of fire, flood or other acts of God or the public enemy.

(iii) By either party upon ninety (90) days' written notice, if the Grantee is unable to obtain or maintain any franchise, permit or governmental approval necessary for the construction, installation or operation of the Facilities or the Grantee's business.

B. In order to exercise the termination provisions above, the party exercising termination must not itself be in default under the terms of this Agreement beyond any applicable grace or cure period and must provide reasonable written notice to the other party.

27. INDEMNIFICATION.

A. The Grantee shall defend, indemnify and hold harmless the City and its elected and appointed officials, agents, boards, commissions and employees from all loss, damages or claims of whatever nature, including attorneys' fees, expert witness fees and costs of litigation, that arise out of any act or omission of the Grantee or its agents, employees or invitees in connection with the Grantee's operations in the Franchised Area and that result directly or indirectly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of Grantee to comply with any provision of this Agreement. The City shall in all instances, except for loss, damages or claims resulting from the negligence or willful acts of the City, be indemnified by Grantee against all losses, damages or claims, attorneys' fees, expenses and costs. The City shall give the Grantee prompt written notice of any claim made or suit instituted that may subject the Grantee or the City to liability under this Section, and Grantee shall have the right to compromise and defend the same at Grantee's cost and expense provided that Grantee may not enter into any settlement imposing liability or cost on the City. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection and at the City's sole cost without relieving the Grantee of any obligations under this Agreement. Grantee's obligations under this Section survive any termination of this Agreement or the termination of Grantee's activities in the Franchised Area.

B. The City shall not be liable to Grantee, or its customers, agents, representatives or employees for any claims arising from this Agreement for lost revenue, lost profits, loss of equipment, interruption or loss of service, loss of data or incidental, indirect, special, consequential or punitive damages, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

28. INSURANCE.

A. On or before the effective date of this Agreement, Grantee shall file with the City a certificate of insurance and thereafter continually maintain in full force and effect at all times for the full term of the franchise, at the expense of Grantee, a comprehensive general liability insurance policy, including underground property damage coverage, written by a company authorized to do business in the State of Utah with an A.M. Best rating of at least A-IX protecting the City against liability for loss of bodily injury and

property damage occasioned by the installation, removal, maintenance or operation of the communications system by Grantee in the following minimum amounts:

(i) Ten Million Dollars ($10,000,000.00) combined single limit, bodily injury and real property damage in any one occurrence; and

(ii) Ten Million Dollars ($10,000,000.00) aggregate.

B. Grantee shall also file with the City Recorder a certificate of insurance for a comprehensive automobile liability insurance policy written by a company authorized to do business in the State of Utah with an A.M. Best rating of at least A-IX for all owned, non-owned, hired and leased vehicles operated by Grantee, with limits not less than Two Million Dollars ($2,000,000.00) each accident, single limit, bodily injury and property damage combined.

C. Grantee shall also maintain, and by its acceptance of any franchise granted hereunder, specifically agrees that it will continually maintain throughout the term of the franchise, workers compensation and employers liability, valid in the State, in the minimum amount of the statutory limit for workers compensation and Five Hundred Thousand Dollars ($500,000.00) for employer's liability.

D. All liability insurance required pursuant to this section, except for employers' liability, shall name the Midvale City and its officers, employees, board members and elected officials as additional insureds (as the interests of each insured may appear) and shall be kept in full force and effect by Grantee during the existence of the franchise and until after the removal or abandonment with the City Engineer's approval of all WCFs, poles, wires, cables, underground conduits, manholes and any other conductors and fixtures installed by Grantee incident to the maintenance and operation of the system as defined in this Agreement. Failure to obtain and maintain continuously the required insurance shall constitute a substantial violation of this agreement. All policies shall be endorsed to give the City thirty (30) days written notice of the intent to cancel by either Grantee or the insuring company. Grantee may utilize primary and umbrella liability insurance policies to satisfy insurance policy limit requirements in this Section.

E. The City reserves and the Grantee acknowledges the right to modify the insurance requirements contained herein based upon changes in the Utah Governmental Immunity Act, Title 63G, Chapter 7, Utah Code Annotated.

F. In addition to any other remedies the City may have upon the Grantee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order the Grantee to stop work hereunder until the Grantee demonstrates compliance with the requirements hereof.

G. Nothing herein contained shall be construed as limiting in any way the extent to which the Grantee may be held responsible for payments of damages to persons or property

resulting from the Grantee's or its subcontractors' performance of the work covered under this Agreement.

H. It is agreed that the Grantee's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this Agreement.

I. Any self-insurance by the Grantee may be disapproved by the City in its sole and absolute discretion.

29. DAMAGE OR DESTRUCTION OF REPLACEMENT POLES.

A. The City has no obligation to reimburse the Grantee for the loss of or damage to fixtures, equipment or other personal property of the Grantee, except for loss or damage caused by the negligence of the City or its officers, employees or agents. The Grantee may insure such fixtures, equipment or other personal property for its own protection if it so desires.

B. If the City approves a Grantee proposal to install antennas on a City-owned pole, then in addition to the other requirements of this Agreement the following shall apply:

(i) Grantee shall provide and deliver to the City replacement poles so that a replacement is immediately available to City in case an original pole is damaged.

(ii) If the City uses a replacement pole, then Grantee shall provide another replacement pole.

(iii) Grantee shall remove any pole which is damaged and replace it with a pole that meets the original approved standard within sixty (60) days, weather permitting.

(iv) All performance under this paragraph shall be at Grantee's expense. The City owns the original pole and all replacement poles.

(v) If applicable, Grantee will provide the City with five (5) replacement light poles. Annually, the City may reasonably request additional poles directly in proportion to the number of light pole attachments added by Grantee, but in no event greater than 10% of the total number of Grantee-provided light poles then in the City's possession.

(vi) This paragraph does not diminish the plan approval or any other requirement of this Agreement.

C. If the Grantee installs or replaces a pole, the replacement pole shall meet the requirements of Chapter 5.54.

30. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Agreement, the Grantee's right to occupy the Franchised Area and exercise the privileges and rights granted under this Agreement shall cease, and it shall surrender and leave the Franchised Area in good condition, normal wear and tear excepted. Unless otherwise provided, all trade fixtures, equipment, and other personal property installed or placed by the Grantee in the Franchised Area shall remain the property of the Grantee, and the Grantee may, at any time during the term of this Agreement, and for an additional period of ninety (90) days after its expiration, remove the same from the Franchised Area so long as Grantee is not in default of any of its obligations, and shall repair at its sole cost any damage caused by the removal. Any property not removed by the Grantee within the 90-day period becomes a part of the Franchised Area, and ownership vests in the City; or the City may, at the Grantee's expense, have the property removed (which shall be paid to the City within thirty (30) days of receipt of an invoice). Grantee's indemnity under this Agreement applies to any post-termination removal operations.

31. NOTICE.

A. Except as otherwise provided, all notices required or permitted to be given under this Agreement may be mailed by certified mail, return receipt requested, postage prepaid; or sent via national overnight courier to the following addresses:

TO THE CITY: Midvale City
7505 South Holden Street
Midvale City, Utah 84047
Attention: City Engineer

TO THE GRANTEE: SQF, LLC
16 Middle Street, 4th Floor
Portland, Maine 04101
Attention: Liza Quinn

B. Any notice given by certified mail or overnight courier is considered to be received on the date delivered or refusal to accept. Either party may designate in writing a different address for notice purposes pursuant to this Section.

C. All notices of Grantee's intent to enter the Franchised Area shall be provided to the project manager, or designee, at telephone numbers to be provided to Grantee by separate correspondence upon execution of this Agreement.

32. TAXES AND FRANCHISES.

A. The Grantee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax, use tax or other exaction assessed or assessable as a direct result of its occupancy of the Franchised Area under authority of this Agreement, including any tax assessable on the City. If laws or judicial decisions result in the

imposition of a real property tax on the interest of the City as a direct result of Grantee's occupancy of the Franchised Area, the tax shall also be paid by the Grantee on a proportional basis for the period this Agreement is in effect.

B. The Grantee shall, at its own cost, obtain and maintain in full force and effect during the term of this Agreement all permits required for all activities authorized by this Agreement.

33. GOVERNING LAW AND VENUE.

This Agreement is governed by federal laws, the laws of the State of Utah and local laws. Venue for any litigation or dispute between the parties shall be in the Third District Court of Salt Lake County in Utah. If any claim or litigation between the City and the Grantee arises under this Agreement, the successful party is entitled to recover its reasonable attorneys' fees, expert witness fees and other costs and expenses incurred in connection with the claim or litigation.

34. RULES AND REGULATIONS.

The Grantee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations in the Franchised Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. The Grantee shall display to the City, upon request, any permits, or other reasonable evidence of compliance with the law.

35. RIGHT OF ENTRY RESERVED.

A. The City may, at any time, enter upon the Franchised Area for any lawful purpose, so long as the action does not unreasonably interfere with the Grantee's use or occupancy of the Franchised Area. The City shall have access to the Facilities itself only in emergencies.

B. Without limiting the generality of the foregoing, the City and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Franchised Area at any time to make repairs, replacements or alterations that may, in the opinion of the City, be necessary or advisable and from time to time to construct or install over, in or under the Franchised Area all necessary systems or parts and in connection with maintenance, use the Franchised Area for access to other areas in and around the Franchised Area. Exercise of rights of access to repair, to make alterations or commence new construction will not unreasonably interfere with the use and occupancy of the Franchised Area by the Grantee.

C. Exercise of any of the foregoing rights by the City or others pursuant to the City's rights do not constitute an eviction of the Grantee, nor are grounds for any abatement of fees or any claim for damages.

36. FORCE MAJEURE.

Notwithstanding any other provision of this Agreement, the Grantee shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to an event or events reasonably beyond the ability of the Grantee to anticipate and control. "Force majeure" includes, but is not limited to, acts of God, incidences of terrorism, war or riots, labor strikes or civil disturbances, earthquakes, fire, explosions, epidemics, hurricanes, tornadoes and work delays caused by waiting for utility providers to service or monitor or provide access to utility poles to which Grantee's facilities are attached or are to be attached, or conduits in which Grantee's facilities are located or are to be located.

37. SEVERABILITY.

If any Section, subsection, paragraph or provision of this Agreement becomes void, voidable, or unenforceable for any reason, such provision or provisions shall be deemed severable from the remaining provisions of this Agreement and shall have no effect on the legality, validity, or constitutionality of any other Section, subsection, paragraph or provision of this Agreement, all of which will remain in full force and effect for the term of the Agreement.

38. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the parties concerning the subject matter stated and supersedes all prior negotiations, understandings and agreements between the parties concerning those matters. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. The captions in this Agreement are for convenience of reference only and shall in no way limit or enlarge the terms and conditions of this Agreement. No provision of this Agreement may be waived or modified except in writing. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third Persons or the public in any manner which would indicate any such relationship with the other. The relationship between the City and Grantee is at all times solely that of City and Grantee, and not that of partners or joint venturers. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. The terms of this Agreement are binding upon the parties hereto and inure to the benefit of the parties' permitted successors and assigns. There are no third-party beneficiaries of this Agreement.

Signature Page to follow.

MIDVALE CITY

_____

Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

SQF, LLC

_____

Joshua Broder, CEO

ELIZABETH RANCOURT-SMITH
NOTARY PUBLIC
State of Maine
My Comm. Expires October 2, 2020

Witnessed remotely, in accordance with Executive Order 37
FY19/20

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: May 19, 2020

ITEM TYPE: **Action Item**

SUBJECT: **Consideration of Resolution No. 2020-R-23 Requesting approval for overtime and purchases funded by Coronavirus Emergency Supplemental Funding Program Grant #2020-H0886-UT-VD**

SUBMITTED BY: **Chief Randy Thomas, Unified Police Department**

SUMMARY: Midvale City has been allocated $46,274.00 in JAG Grant Funds. This request is for approval to use the funds for the following:

Category	For	Budget
Coronavirus Overtime Shifts	Coronavirus Enforcement OT Shifts to enforce coronavirus stay safe, stay home government directive/orders. And for shift coverage overtime--if an officer is diagnosed with coronavirus, his/her shifts will need to be covered.	$36,425.00
Equipment	Ozone Machines Vacuum Sealer (for PPE equipment in cars) Steamer (Sterilize/Sanitize) Web Cam (for remote meetings) Respirators Sleeping Cots with Camp Pad Tables, Lamps and Signs for Sleeping Quarters	$2,201.00
Supplies: Disinfecting/Sanitizing Supplies and Personal Protective Equipment (PPE)	Nitrile Gloves Disposable Face Masks Disinfectant Spray Disinfectant Wipes Hand Sanitizer 8 oz Hand Sanitizer (2 liter) for office Vacuum Sealer Bags and Rolls Filters for Respirators	$7.648.00
	Total	**$46,274.00**

BUDGET JUSTIFICATION:
This will assist with overtime needed to enforce coronavirus executive orders and for overtime for shift coverage should officer(s) be diagnosed with coronavirus. Equipment and supplies will be used to sanitize/sterilize precinct, police cars and equipment to prevent the spread of coronavirus and for equipping officers with personal protective equipment (PPE) needed when responding to calls for service where they may be exposed to coronavirus.

FISCAL IMPACT: Grant funds will cover all costs resulting in no fiscal impact to Midvale City.

STAFF'S RECOMMENDATION AND MOTION: I MOVE that we suspend the rules and approve Resolution No. 2020-R-23, authorizing the Application and Use of JAG Grant Funds for coronavirus related overtime and to purchase equipment and supplies for the MIDVALE UPD Precinct as indicated.

Attachments: 2020 Utah Local Jag Allocation Resolution #2020-R-23

MIDVALE CITY, UTAH

RESOLUTION NO. 2020-R-23

A RESOLUTION REQUESTING APPROVAL FOR GRANT FUNDS FOR CORONAVIRUS RELATED OVERTIME AND PURCHASE OF EQUIPMENT AND SUPPLIES FOR MIDVALE UPD PRECINCT

WHEREAS, Midvale City has the opportunity to apply for grant funds from the Coronavirus Emergency Supplemental Funding Program Solicitation FY 2020 Formula Grant Solicitation: and

WHEREAS, these funds are utilized for coronavirus related overtime and to purchase equipment and supplies for the Midvale UPD Precinct; and

WHEREAS, the City Council finds it in the best interest of the City and the residents to apply for these funds for coronavirus related overtime and to purchase equipment and supplies needed for the Midvale UPD Precinct,

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

Section 1. The City Council hereby approves the application and use of the proposed JAG Grant funds for overtime and to purchase equipment for the Midvale UPD Precinct.

Section 2. This Resolution shall take effect immediately upon passage.

APPROVED AND ADOPTED this 19th day of May 2020.

_____
Robert M. Hale, Mayor

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

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

MIDVALE CITY COUNCIL
ACTION ITEM

MEETING DATE: MAY 19TH, 2020

SUBJECT: Consider Resolution No. 2020-R-24 Approving the terms for an Interlocal Agreement between the Redevelopment Agency of Midvale City and Midvale City for Use of and Repayment of $5,500,00 Loan from State Infrastructure Bank

SUBMITTED BY: Patrick O'Brien, Housing Manager

SUMMARY: The Agency intends to receive a loan from the City of up to $5,500,000.00 to support the construction of a parking structure as part of the Zions project. The City will be able to fund the loan to the Agency from the proceeds of a loan from the State Infrastructure Board (SIB) to the City. The Agency will be able to repay the loan to the City from the tax increment generated by the developer from the Zions project.

The agreement terms have been prepared by City and Agency staff and reviewed by Tom Berggren of Jones Waldo. Staff recommends adopting the resolution establishing the terms for the Interlocal Agreement as stated in Midvale City Redevelopment Agency Term Sheet for Loan and authorize the Mayor to execute the Interlocal Agreement.

FISCAL IMPACT: The SIB Loan is for $5,500,000. The loan will be repaid (including accrued interest) through tax increment generated from the Zions Bancorporation project and is guaranteed by the City.

RECOMMENDED MOTION: I move that we adopt Resolution No. 2020-R-24 approving the attached term sheet and authorize the Mayor to execute the Interlocal Agreement between the Redevelopment Agency of Midvale City and Midvale City for a loan agreement.

ATTACHMENTS: Term Sheet; Resolution No. 2020-R-24

MIDVALE CITY

RESOLUTION NO. 2020-R-24

A RESOLUTION APPROVING THE TERMS OF AN INTERLOCAL AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF MIDVALE CITY AND MIDVALE CITY FOR USE OF AND REPAYMENT OF $5,500,000 LOAN FROM THE STATE INFRASTRUCUTRE BANK

WHEREAS the Redevelopment Agency of Midvale City (the "**Agency**"), and Midvale City (the "**City**") are "public agencies" for purposes of the Act (collectively referred to as the "Parties"); and

WHEREAS, the Parties are public agencies and therefore are authorized under the Utah Interlocal Cooperation Act, Section 11-13-101, et seq., U.C.A. 1953, as amended, to enter into agreements with each other which enable them to make the most efficient use of their powers; and

WHEREAS, the City desires to contract with the Agency for the use of and repayment of $5,500,000 loan from the State Infrastructure Bank; and

WHEREAS, the Agency is willing to enter into such an agreement, and to repay the loan as outlined in the terms; and

WHEREAS, SIB Loan Funds have been budgeted by the state to be allocated to Midvale City for uses related to transportation and parking. The City anticipates finalizing the loan amounts and terms and securing those monies this month (May 2020); and

WHEREAS, the Zions Bank technology headquarters is anticipated to create 1,500 jobs within the Jordan Bluffs project area. The planned office building will be roughly 400,000 square feet. The Agency is in the process of finalizing its support for the office building. To simplify managing the project, the Agency will also lead the initiative to support a parking structure adjacent to the new office building. Supporting the parking structure is an appropriate and approved use of the SIB loan monies. The parking structure will be constructed as part of the overall Zions project and will be privately owned by Zions Bancorporation.

WHEREAS, if the terms of this agreement are modified or changed, staff will return to the City Council for approval of the modifications or changed terms.

NOW, THEREFORE, be it resolved by the Midvale City Council accepts the attached terms and authorizes the Mayor to execute Interlocal Cooperation Agreement that memorializing said terms between the City and the Agency be accepted and approved.

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

_____

Robert M. Hale
Mayor

ATTEST:

_____

Rori L. Andreason, MMC
City Recorder

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

Midvale City Redevelopment Agency

Term Sheet for Loan Agreement

(Jordan Bluffs Project Area)

Borrower:		Redevelopment Agency of Midvale City (Borrower)
Lender:		Midvale City (Lender)
Loan Amount:		$5,500,000
Interest Rate:		2.65% Per Annum (fixed rate)
Term:		15 Years (10 years initially—see Item 4 below)
Annual Payments:		1. Borrower shall make annual payments to the City equal to the amount required to satisfy the annual interest and principal payments for the Loan Amount. The schedule for repaying the entire Loan Amount is illustrated in **Exhibit A**. The total annual payment (including interest and principal) amounts to $468,565, under a 15 year term. If the term is a 10 year term, the annual payments will be increased, as discussed in Item 4 below. 2. To make the payments, the Borrower shall utilize property tax increment revenues generated from the Zions Bank Technology Headquarters Building site, which includes the at least 390,000 square foot office building, associated improvements, and the parking structure. The Agency will draw, specifically, from revenues defined as "Owner's Share" in the First Amended Tax Increment Reimbursement ("Amended TIRA") agreement with Zions Bancorporation, N.A. ("Zions"). 3. The Agency's reimbursement payments to Zions will be subordinate to the debt service payments. 4. The Funds must be drawn within 180 days of the City entering into the loan agreement with the Utah Deportment of Transportation ("UDOT"). Zions must consent to the form of the loan agreement with UDOT and the form of loan agreement between Borrower and Lender. Under UDOT's administrative rules, UDOT is only able to enter into a 10 year term loan with Lender. State law was amended in the 2020 legislative general session and once UDOT rules are amended, likely in September 2020, UDOT will be able to enter into loan agreements with a 15 year loan term. Lender, Borrower and Zions shall all cooperate and support the effort to have UDOT amend its rules to allow a 15 year loan term for this project.

DRAFT

		5. The first debt service payment must be made two years from when the debt service revenues were drawn by the Lender to the State Infrastructure Bank (SIB). Interest on the first two years of debt will be capitalized over the life of the bonds.
Miscellaneous:		1. Borrow shall mitigate its own risk of default and the lender's risk of default through changes to the TIRA, which has still not been executed and will become the Amended TIRA. 2. The execution of loan documents will be conditioned on Zions' consent to the form of loan documents and execution of the Amended TIRA. Loan documents shall also be in a form acceptable to Lender and its legal counsel. 3. Such other terms as recommended by the Lender's legal counsel and as consented to by Zions.

DRAFT

Exhibit A: Proposed Debt Service Schedule (15 year term)

Date	Principal	Coupon	Interest	Total P&I	Bond Balance
	5,500,000		**1,528,476**	**7,028,476**	**$ 5,500,000**
2021					$ 5,500,000
2022					$ 5,500,000
2023	303,382	2.65%	$ 165,183	$ 468,565	$ 5,196,618
2024	311,421	2.65%	$ 157,144	$ 468,565	$ 4,885,197
2025	319,674	2.65%	$ 148,891	$ 468,565	$ 4,565,523
2026	328,145	2.65%	$ 140,420	$ 468,565	$ 4,237,377
2027	336,841	2.65%	$ 131,724	$ 468,565	$ 3,900,536
2028	345,768	2.65%	$ 122,798	$ 468,565	$ 3,554,769
2029	354,930	2.65%	$ 113,635	$ 468,565	$ 3,199,838
2030	364,336	2.65%	$ 104,229	$ 468,565	$ 2,835,502
2031	373,991	2.65%	$ 94,574	$ 468,565	$ 2,461,511
2032	383,902	2.65%	$ 84,663	$ 468,565	$ 2,077,610
2033	394,075	2.65%	$ 74,490	$ 468,565	$ 1,683,535
2034	404,518	2.65%	$ 64,047	$ 468,565	$ 1,279,016
2035	415,238	2.65%	$ 53,327	$ 468,565	$ 863,779
2036	426,242	2.65%	$ 42,323	$ 468,565	$ 437,537
2037	437,537	2.65%	$ 31,028	$ 468,565	$ (0)

DRAFT

MIDVALE CITY COUNCIL
SUMMARY REPORT

May 19, 2020

SUBJECT:

Development Agreement for the Jordan Bluffs Condos Project - Resolution No. 2020-R-25

SUBMITTED BY:

Alex Murphy, Planning Director

SUMMARY:

On May 13, 2020, the Planning Commission approved a Large Scale Master Plan ("LSMP") for Pod C of Jordan Bluffs, located at 752 West Bingham Junction Boulevard. This property includes approximately 20 acres located at the southeast corner of Jordan Bluffs on both the northwest and southwest corners of the Bingham Junction Boulevard / Main Street/700 West / Sandy Parkway intersection. The approved site plan authorizes 360 residential units and provides or the layout of the site plan, pedestrian and vehicular circulation, parking, landscape, amenities, phasing, and building details. The project is divided into three phases and includes 5- and 10-unit buildings all 3 stories tall, a robust pedestrian network that connects to the Jordan River Parkway Trail on the south, and provides the City with an additional street crossing on Bingham Junction Boulevard and publicly accessible trailhead at the intersection of the Jordan River Parkway Trail and 700 West.

This project was reviewed under Chapter 17-7-10.1 of the Midvale City Municipal Code, the Jordan Bluffs Subareas 1-3 zone, and was found by the Planning Commission to comply with the development standards in the ordinance. As part of the LSMP process, a Development Agreement between Midvale City and the developer for this project is required. The intent of the Development Agreement is to ensure compliance with the development standards of the ordinance and the approved site plan over the course of completion of this project.

Staff has been working with the developer to draft the required Development Agreement. A finalized version has been prepared and agreed upon by all involved so far and is now ready for consideration by the City Council. The agreement will:

- Run with the property and be binding on any successors and assigns of the current Developer/Property Owner in the future;
- Require the Developer to comply with all active regulatory controls, the existing Master Development Agreement for Jordan Bluffs, and applicable ordinance requirements;
- Require the Developer complete the remaining development review process outlined in the City's ordinances prior to construction;

- Allow the Developer to construct the project in phases over five years;
- Establish which public improvements are required to be constructed by phase, including the Bingham Junction crossing in Phase 1 and the Jordan River Parkway Trailhead in Phase 2; and
- Require the Developer to develop the property as shown on the approved LSMP, which is attached as an exhibit;

Holmes Homes has requested an expedited review from the City Council due to an impending contract deadline for purchasing of the property, which would require the Council to suspend the rule requiring hearing the item multiple times. If the City Council is comfortable with this agreement, Staff has prepared a motion that would suspend the Council's rules and a resolution that would authorize the Mayor to sign the Development Agreement on behalf of the City.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 2020-R-25, authorizing the Mayor to enter into the Development Agreement for the Jordan Bluffs Condos Project, as presented.

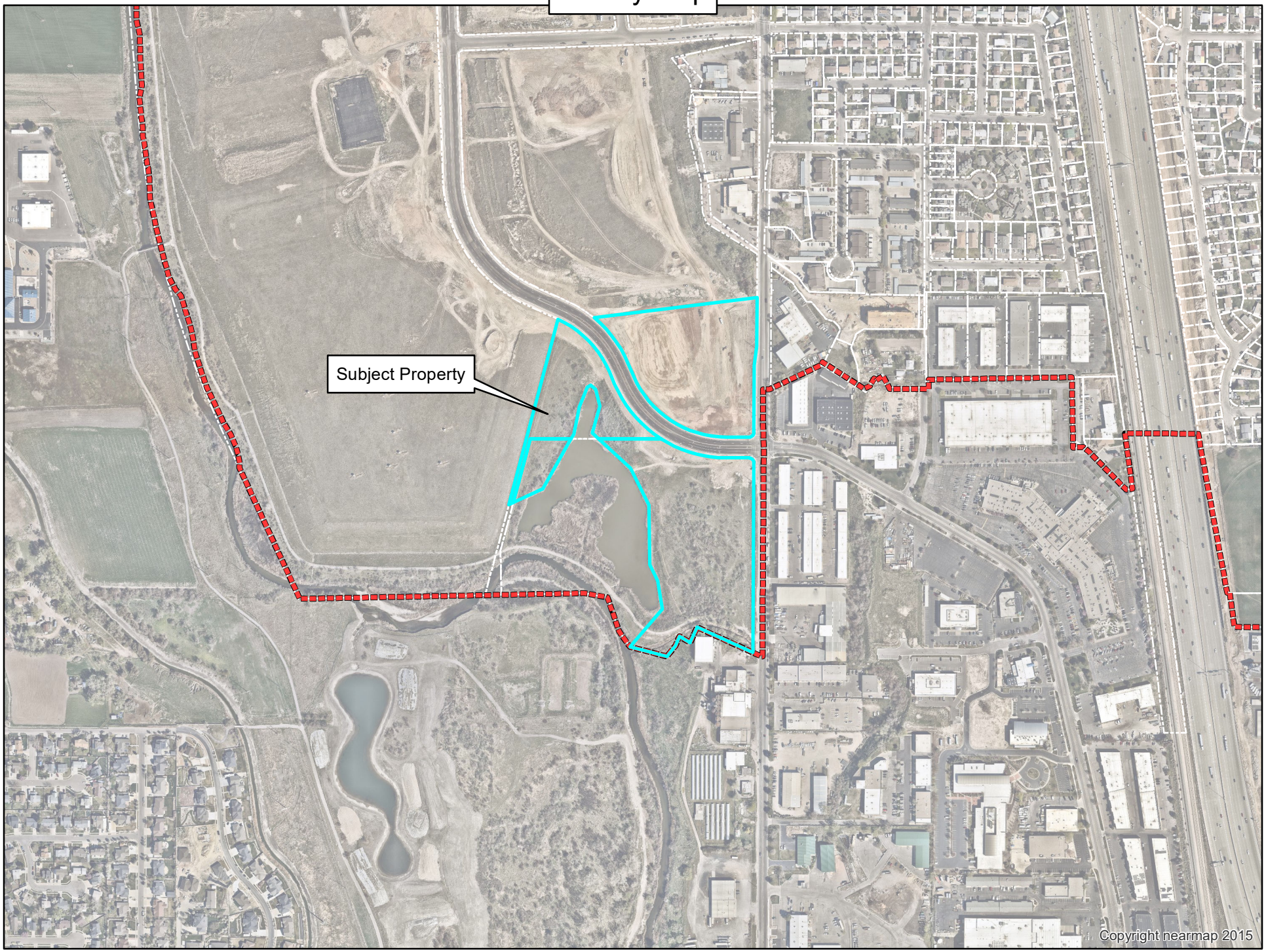
RECOMMENDED MOTION:

> *"I move that we suspend the rules and adopt Resolution 2020-R-25, authorizing the Mayor to enter into the Development Agreement for the Jordan Bluffs Condos Project, as presented."*

ATTACHMENTS:

- Vicinity Map
- Resolution 2020-R-25
- Draft Jordan Bluffs Condos Development Agreement

Vicinity Map



MIDVALE CITY, UTAH
RESOLUTION 2020-R-25

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT BETWEEN MIDVALE CITY CORPORATION AND HOLMES HOMES, INC FOR THE JORDAN BLUFFS CONDOS PROJECT

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

WHEREAS, the City adopted the Jordan Bluffs Subareas 1-3 zone ("Zone") to address environmental conditions of the site, implement projects which join new construction to the overall Midvale community in a thoughtful and constructive way, provide significant, functional, improved open space, and provide pedestrian connections within and among developments, between adjacent neighborhoods, and to the Jordan River Parkway. The Zone includes procedural and development standards to be applied in approving or disapproving a proposed development; and

WHEREAS, the Zone requires a development agreement between the property owner and the City to accompany an approved development plan to ensure the property owner complies with the development standards of the Zone and allows the property owner the right to develop in accordance with the approved plan for a specified period of time, not to exceed five years; and

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

WHEREAS, the City Council has reviewed said Development Agreement and agrees that entering into such agreement will help further the goals of the Midvale City 2016 General Plan, 2019 Housing Plan, and compliance with the Zone land use regulations.

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

Section 1. The Midvale City Council has reviewed the attached Development Agreement between Midvale City Corporation and Holmes Homes, Inc. ("Developer").

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

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

PASSED AND APPROVED this ____ day of _____, 20__.

_____
Robert Hale, Mayor

ATTEST:

_____
Rori Andreason, MMC
City Recorder

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

When recorded, return to:

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

DEVELOPMENT AGREEMENT
(JORDAN BLUFFS CONDOS PROJECT)
Midvale City, Utah

THIS DEVELOPMENT AGREEMENT (this "Development Agreement" or "Agreement") is entered into as of this ___ day of _____, 2020 by and between Holmes Homes, Inc. ("Developer") and Midvale City Corporation, a Utah municipal corporation ("Midvale City" or "City"). Developer and City are sometimes referred to herein individually, as a "Party," and collectively, as the "Parties."

A. Property. Developer is under contract to purchase certain real property within Midvale City (as more particularly defined below, the "Property").

B. Jordan Bluffs Condos Project. Developer intends to construct on the Property a residential housing project (as more particularly defined below, the "Jordan Bluffs Condos Project" or "Project").

C. Zoning. The Property is zoned, pursuant to the City's Zoning Ordinance, as Jordan Bluffs Subareas 1-3 Development Zone (hereinafter referred to as "JB Subareas 1-3 Zone"). This zone, described in Chapter 17-7-10.12 of the Midvale City Municipal Code, establishes the procedural and substantive requirements for approval by the City for development on the Property. Section 17-7-10.12.2 of the Midvale City Municipal Code requires the Property to develop in accordance with this Agreement, including the development plans contained herein.

D. Additional Regulatory Controls. The Property is part of the Sharon Steel Corporation (Midvale Tailings) Superfund Site which has been or will be remediated in accordance with a Record of Decision issued by the Environmental Protection Agency ("EPA"). Redevelopment of the Property will occur in accordance with the EPA's Record of Decision and Explanations of Significant Differences and the City's Institutional Controls as described in Section 17-7-10.12.5 of the Midvale City Municipal Code.

E. Amended and Restated Master Development Agreement. The Property is subject to that certain Amended and Restated Master Development Agreement for Jordan Bluffs Project between Gardner Jordan Bluffs LC and Midvale City, recorded on April 5, 2019 as Entry No. 12963264 in Book 10767 at Page 3334 (the "MDA").

F. Subdivision Plat. The Property is subject to the restrictions set forth on that certain subdivision plat entitled "Jordan Bluffs Lot 2 2nd Amended Subdivision" recorded with the County Recorder for Salt Lake County, Utah on September 9, 2019 as Entry No. 13069989 in Book 2019P at Page 254 (the "Plat").

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

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

Article 1
The Jordan Bluffs Condos Project

1.1 Legal Description of Property. The property that is covered by this Agreement consists of approximately 21.4 acres of land located at the intersection of Bingham Junction Boulevard and 700 West and is more fully described in **Exhibit A** (the "Property").

1.2 Description of Project. The Jordan Bluffs Condos Project covered by this Development Agreement consists of a 21.4-acre residential area, including not more than 360 units. The Project includes a private parking lot system, improved open space, and recreation amenities for its residents.

1.3 MDA. The Parties acknowledge and agree that the MDA is in full force and effect and is binding upon and inures to the benefit of the Parties in the ownership and development of the Property.

1.4 Development of the Project.

1.4.1 Large Scale Master Plan Approval. Pursuant to the provisions of the JB Subareas 1-3 Zone in effect as of the date of this Agreement, the Midvale City Planning Commission ("Planning Commission") approved a Large Scale Master Plan for the Project on September 25, 2019. The findings, conditions of approval, and approved drawings for the Large Scale Master Plan are set forth in the letter from the City to Developer attached as **Exhibit B** (the "LSMP").

1.4.2 Site Plan Approval. The Developer shall obtain a specific site plan approval for each phase of the Project from the City prior to commencement of any development activity. These site plans shall comply with the LSMP, all land use regulations of the JB Subareas 1-3 Zone, and other applicable City ordinances. Each site plan shall provide more specificity as to building, parking, and landscape configurations and other development details to supplement the development layout depicted on the LSMP. An amendment of the LSMP shall only be required if a site plan proposes a major modification to the depictions of the LSMP. For purposes of this section, a major modification means a change that significantly revises the configuration of buildings, accesses, site circulation or parking areas, or changes in building massing and height, but

shall not mean the addition of features, improvements, or amenities, including recreational amenities, to a site plan when compared to the LSMP. The City's Community Development Director shall have the discretion to determine whether a site plan proposes a major modification that would require an amendment of the LSMP. Development approval for the Project shall follow the applicable review processes set forth in the JB Subareas 1-3 Zone and Section 17-3 of the Midvale City Municipal Code.

1.4.3 Project Phasing. The Project may be developed in one or more phases, as determined by Developer. For the purposes of this Agreement, any reference to phase number is based on the areas identified on the LSMP Phasing Plan. The Developer may construct the phases in any order provided that any requirement within this Agreement associated with a specific phase shall be constructed in conjunction with the corresponding phase identified in the LSMP. Developer acknowledges that the widening of 700 West, the Bingham Junction Pedestrian Crosswalk, and parts of a trail from Phase 3 that ties into the Jordan River Parkway Trail may need to be constructed beyond phase boundary lines to ensure such improvements function properly. As to construction parking, the Developer shall inform its employees, contractors, and subcontractors that they are restricted from parking on public streets. In the event that its employees, contractors, or subcontractors park on a public street, the City may require the Developer to correct the issue within a reasonable amount of time. Unless stated otherwise, private recreation amenities and guest parking within the residential development areas shall be constructed in conjunction with the adjacent units and in a timely manner to benefit the residents living in the Project. Additional specific phasing requirements are detailed below.

1.4.3.1 Bingham Junction Pedestrian Crosswalk. Developer shall, at his own expense, design and construct a pedestrian crosswalk across Bingham Junction Boulevard on or about the location identified in the LSMP (the "Pedestrian Crossing"). Design of the Pedestrian Crossing shall be completed by a qualified engineer after completion of a site-specific crosswalk study and shall include, at minimum, a pedestrian refuge in the median and pedestrian activated enhancements in the form of a Rectangular Rapid Flash Beacon, Pedestrian Hybrid Beacon, or other similar crosswalk type approved by the City. City approval of the crosswalk design shall be required prior to site plan approval for Phase 1. Construction, inspection, and acceptance by the City of the Pedestrian Crossing shall be required prior to issuance of the first Certificate of Occupancy for a unit in Phase 1 of the Project. After acceptance of the Pedestrian Crossing by the City, the City shall be responsible to maintain, repair, and replace the Pedestrian Crossing in accordance with City policies and standards applicable to similar improvements in the City.

1.4.3.2 Wetland Enhancements. The Parties acknowledge and agree that the wetland areas within the Project are required to be restored to a

native condition by the EPA Record of Decision and Site Management Plan for the Sharon Steel Corporation (Midvale Tailings) Superfund Site. The Parties further acknowledge that restoration of the wetland areas are the responsibility of the Master Developer as defined in the MDA. The Parties agree to cooperate in the Master Developer's efforts to complete the required restoration work.

1.4.3.3 700 West Trailhead. Developer shall, at his own expense, design and construct a trailhead at the eastern terminus of the Jordan River Parkway Trail on 700 West as indicated on the LSMP (the "Trailhead"). Design of the Trailhead shall include improvements, including, at a minimum, two benches, two picnic tables, one trash can, and one bicycle repair station. Subject to approval by the City and Sandy City, parking on 700 West near the Trailhead may be allowed; however, under such circumstances, it is also understood that if 700 West is reconfigured in the future (by the City and/or Sandy City) with 5 lanes (or otherwise), parking on 700 West may no longer be allowed at that time. City approval of the Trailhead design shall be required prior to site plan approval for Phase 2. Prior to issuance of the first Certificate of Occupancy for a unit in Phase 2 of the Project, (a) Developer shall convey a public access easement for the Trailhead to the City and (b) Developer shall require the Project's homeowners' sub-association to enter into a separate agreement with the City detailing repair, maintenance, and replacement responsibilities (as between the City and the homeowners' sub-association) for the Trailhead. The Trailhead design improvements (of a minimum of two benches, two picnic tables, one trash can, and one bicycle repair station), as defined in this section, will need to be installed prior to the first Certificate of Occupancy; however, landscaping around the Trailhead can be bonded for as allowed elsewhere in this Agreement.

1.4.3.4 Public Improvements. Developer shall be responsible for financing and constructing all public improvements necessary to service the Project. Public improvements shall be installed in conjunction with the corresponding phase of development. Developer is responsible for obtaining approval from Sandy City for any public improvements under its jurisdiction prior to site plan approval for any phase including such improvements.

1.4.4 Floodplain Development. The Parties acknowledge and agree that portions of the Project are located within one or more areas of special flood hazard as identified by the Federal Emergency Management Agency ("FEMA") in the report entitled, "The Flood Insurance Study for Midvale City," dated September 25, 2009 with accompanying Flood Insurance Rate Maps and Flood Boundary-Floodway Maps and, more specifically,

on Flood Insurance Rate Map No. 49035C0431G (the "FIRM"). Developer shall be required to design all improvements within the special flood hazard area(s) to meet the requirements of Chapter 8.11 (Flood Damage Prevention) of the Midvale City Municipal Code.

1.4.4.1 Elevation Certificates. Developer shall provide two (2) elevation certificates for each residential unit and nonresidential structure within a special flood hazard area. The first elevation certificate shall be provided upon submittal of a building permit application for the unit or structure ("proposed elevation certificate"). The second elevation certificate shall be provided prior to issuance of a Certificate of Occupancy for each unit ("as-built elevation certificate").

1.4.4.2 FIRM Revision. The Parties agree to cooperate with each other and the Master Developer with respect to any efforts to amend the FIRM through a Letter of Map Revision Based on Fill or similar process as required by FEMA provided that City shall not be responsible for any costs incurred through this application preparation and submission process. Any structures or improvements removed from the special flood hazard area through a process approved by FEMA shall not be required to comply with floodplain development requirements, including the Elevation Certificates, specified herein.

1.4.5 Completion of Common Area Recreation Amenities. Developer shall improve at least fifteen percent (15%) of the overall site as function outdoor and/or indoor recreation amenity areas for residents of the development.

1.4.5.1 Developer agrees to refine the functional amenity areas depicted on the LSMP to ensure this requirement is satisfied as part of the site plan review for each phase. Developer further agrees to complete the required recreation amenity improvements in accordance with the approved site plan(s) for the Project (together, the "Common Area Amenities").

1.4.5.2 Unless noted otherwise, the Common Area Amenities shall be constructed by phase. Prior to the first Certificate of Occupancy being issued for any unit in a particular phase, Developer shall complete common area recreation amenity improvements in that particular phase or post a bond forthe completion of these improvements. Any bonded for common area recreation amenity improvements are to be completed by the end of the next June after the last building in the particular phase is completed. The bond amount shall be 100%of the estimated cost of the materials and work to complete the specific recreation amenity improvement(s).

The City shall use these bond funds to complete the required recreation amenity improvements if Developer fails to complete this requirement. Bonds in the amount of Developer's invoiced cost for any amenity component shall be immediately released to Developer upon installation of such portion of the required amenity, provided the City finds such improvements comply with the approved plan; to be clear, the City will reduce the required bond amount as applicable amenity components are installed (and pass City inspection) so that the required remaining bond amount matches the cost to install whatever required amenity improvements (or components thereof) are left to be completed. All remaining bonds shall be released to Developer upon the completion of the required recreation amenity area, following inspection and approval by the City. If Developer fails to complete the required recreation amenity area, the remaining bonds shall be disbursed to the City to cause completion of the required improvements.

1.4.6 Landscaping. Developer shall improve at least twenty-five percent (25%) of the overall site as landscaping and recreational amenity areas combined.

1.4.6.1 Developer agrees to refine the landscape areas depicted on the LSMP to ensure this requirement is satisfied as part of the site plan review for each phase.

1.4.6.2 Developer further agrees to complete the required landscape improvements in accordance with the approved site plan(s) for the Project.

1.4.6.3 Street trees are required to be planted at a rate of at least one (1) tree per forty feet (40') of street frontage along all public roads. Street trees along Bingham Junction Boulevard shall follow the pattern established by Wasatch Residential Group in the Wasatch Jordan Bluffs Phase 1 ("Parc View") project located at 7865 South Bingham Junction Boulevard. Street trees along other public streets shall comply with the thematic site design plan and the City's Street Tree Selection Guide. Except for street trees along Bingham Junction Boulevard, which shall follow the spacing pattern identified in the Parc View project, street trees may be clustered or spaced linearly in a planter and shall be located between the sidewalk and curb or, if there is not a planter area between the sidewalk and curb, within ten feet (10') of the inside edge of the sidewalk. All parking lot trees shall comply with the applicable standard for parking lots trees.

1.4.7 Thematic Elements. Developer agrees to implement a common theme and consistency with certain elements within the Project. These thematic elements have been established by the LSMP and shall be refined as part of the site plan reviews. Thematic elements include the following: street trees, street lighting, pedestrian scaled lighting, parking lot lighting, outdoor furniture (including benches, trash receptacles, etc.), pedestrian crossings, and wayfinding signage.

1.4.8 Future Subdivision Required. Prior to selling any residential units in the Project, Developer shall further subdivide the Property into individual units/lots and common area. This subdivision plat shall be reviewed pursuant to Title 16 of the Midvale City Municipal Code.

1.4.9 Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") and Homeowners' Sub-Association. The Project shall have a common homeowners' sub-association which, among other things, shall be responsible for the short- and long-term maintenance of private parking lots, common areas and facilities, common area landscaping, and other common area responsibilities, subject to a master association. These maintenance obligations shall be more particularly set forth in the sub-association's CC&Rs for the project and shall be recorded with the first Subdivision Plat. Subsequent phases and subdivisions plats for the Project shall be subject to these CC&Rs and the property owners shall become part of the existing homeowners' sub-association. Appropriate documentation shall be recorded with each subsequent Subdivision Plat to ensure all phases and subdivision plats are subject to the same CC&Rs and part of a common homeowners' sub-association.

1.4.10 Security for Off- and On-Site Public Improvements. Developer agrees to complete all required off-site and on-site public improvements related to the Project in accordance with the to-be-approved site plans. As to each phase of the Project (and construction by phase), Developer shall, for such improvements associated with the particular phase, post one or more applicable infrastructure bonds consistent with the City's infrastructure bonding policies and Utah law. These bonds shall provide the financial security for the public improvements including, but not limited to, water connections and main lines, curb and gutter, public sidewalk and street improvements, surface drainage, street trees, street lighting, and other public improvements. Developer acknowledges the widening of 700 West, the Bingham Junction Pedestrian Crosswalk, and parts of a trail from Phase 3 that ties into the Jordan River Parkway Trail public improvements may need to be bonded for and constructed beyond an established phasing line in order for the development plan to function properly. As to each phase of the Project (and construction by phase), applicable infrastructure bonds pertaining to public improvements for a particular phase shall be in place prior to any construction within that phase of the Project or a subdivision plat for residential units being recorded for that particular Phase of the Project. Developer acknowledges that additional bonding may be required by Sandy Suburban Improvement District for sewer connections and related improvements.

1.4.11 Compliance with Institutional Controls. All construction activity shall comply with the applicable Institutional Controls set forth in Section 17-7-10.12.5(M) of the Midvale City Municipal Code. Developer shall obtain approval from EPA and DEQ for any activities within the project for which EPA or DEQ require a Development Site Plan.

1.5 Vested Rights. The City acknowledges and agrees that Developer has a vested right to develop and construct the Jordan Bluffs Condos Project in accordance with the provisions of the Zoning Ordinance in effect on the date hereof, the LSMP, and this Agreement; provided that Developer acknowledges and agrees that the construction and operation of the Jordan Bluffs Condos Project is subject to all Applicable Laws as defined in Section 2.3.

1.6 Reserved Legislative Powers and Zoning Authority of the City. Notwithstanding the provisions of Section 1.5, Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all of its police power that cannot, as a matter of law, be limited by contract. The City further agrees that, notwithstanding the retained power of the City to enact legislation under its police powers, such legislation shall only be applied to modify the vested rights of Developer under the terms of this Agreement if such legislation is based upon policies, facts, and circumstances that are sufficient to satisfy the compelling countervailing public interest exception to the vested rights doctrine of the State of Utah. The City further agrees that any such proposed legislative changes that may affect the vested rights of the Project shall be of general application to all development activity within the City. The City further agrees that, unless in good faith the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed legislative change that may modify vested rights under this Agreement under the compelling, countervailing public interest exception to the vested rights doctrine.

Article 2
General Terms and Conditions

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

2.2 Construction of Agreement. This Development Agreement shall be constructed and interpreted to ensure that the Developer complies with the requirements and conditions of the MDA, LSMP, and the Zoning Ordinances.

2.3 Applicable Laws. Where this Development Agreement refers to laws of general applicability to the Jordan Bluffs Condos Project, then, that language shall be deemed to refer to ordinances which apply generally to other similarly situated, subdivided properties within Midvale City and any other applicable laws, rules or regulations, which apply to the ownership, development, and use of the Property, whether or not in existence on the date hereof, including without limitation any such ordinances, rules or regulations in existence on the date hereof that are subsequently amended or deleted (individually and collectively, the "Applicable Laws"). Except as otherwise provided in Section 1.5, the Applicable Laws adopted on or after the date hereof shall not apply to the Jordan Bluffs Condos Project if such laws would have a materially adverse effect on the Developer's vested rights described herein.

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

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

2.6 Duration; Survival of Developer's Obligations and Rights. The term of this Development Agreement shall commence on the date this Development Agreement is executed by both Parties and shall continue for a period of five years unless either terminated as provided herein or by agreement by both parties. In the event that this agreement is set to terminate at the conclusion of the five-year period and there are site plans that have been given final approval or there are other improvements that Developer was obligated to construct or make in connection with or as a condition of such final approval, this Development Agreement will automatically be extended with respect to the aforementioned site plans and improvements and will expire upon issuance of all Certificates of Occupancy for construction associated with such site plans and City acceptance of such improvements.

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

Midvale City:

Midvale City Manager
MIDVALE CITY CORPORATION
7505 S. Holden Street
Midvale City, UT 84047

Midvale City Community Development Director
MIDVALE CITY CORPORATION
7505 S. Holden Street
Midvale City, UT 84047

Midvale City Attorney
MIDVALE CITY CORPORATION
7505 S. Holden Street
Midvale City, UT 84047

Developer:

HOLMES HOMES, INC.
Attn: Patrick H. Holmes
126 W. Sego Lily Drive, Suite 250
Sandy, Utah 84070

HOLMES HOMES, INC.
Attn: Eric K Davenport
126 W. Sego Lily Drive, Suite 250
Sandy, Utah 84070

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

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

2.9 No Third-Party Rights. This Development Agreement does not create any third-party beneficiary rights. It is specifically understood by the Parties that: (a) the development of the Property under this Development Agreement is a private development, (b) the City has no interest in or responsibilities for or duty to third parties concerning any improvements on the Property, and (c) Developer shall have full power over and exclusive control of the Property subject to the obligations of Developer under this Development Agreement and all Applicable Laws.

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

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

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

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

2.14 Disputes. In the event that a dispute arises in the interpretation or administration of this Development Agreement or if the default mechanism contained herein shall not resolve a default under this Development Agreement, then prior to taking any action to terminate this Development Agreement every continuing dispute, difference, and disagreement shall be

referred to a single mediator agreed upon by the Parties. If no single mediator can be agreed upon, a mediator or mediators shall be selected from the mediation panel maintained by the United States District Court for the District of Utah in accordance with any designation process maintained by such court. The Parties shall mediate such dispute, difference, or disagreement in a good faith attempt to resolve such dispute, difference, or disagreement. The mediation shall be non-binding. Notwithstanding the foregoing, the Parties agree that the City retains the right to exercise enforcement of its police powers in the event Developer is in direct violation of a provision of this Development Agreement or of any Applicable Law.

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

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

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

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

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

[signature pages follow]

CITY:

MIDVALE CITY CORPORATION

By: _____
Robert M. Hale, Mayor

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

APPROVED AS TO FORM:

_____
Lisa A. Garner
City Attorney

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the ___ day of _____, 2020, personally appeared before me Robert M.Hale, who being by me duly sworn did say he is the Mayor of Midvale City Corporation, and that the within and foregoing instrument was signed on behalf of such Corporation.

_____
Notary Public
Residing at:_____

My Commission Expires:

_____

DEVELOPER:

Holmes Homes, Inc.
a Utah corporation

By: _____
Its: _____

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the ___ day of _____, 2020, personally appeared before me _____, who being by me duly sworn did say he/she is the _____ of Holmes Homes, Inc., a Utah corporation, and that he/she had signed the within and foregoing instrument on behalf of such corporation.

_____
Notary Public
Residing at:_____

My Commission Expires:

_____

NOTARY SIGNATURE AND SEAL

EXHIBIT A

Legal Description of the Property

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

Parcel 1: (743 West Bingham Junction Boulevard)

Lot 202A, Jordan Bluffs Lot 2 2nd Amended Subdivision

Parcel 2: (752 West Bingham Junction Boulevard)

Lot 203, Jordan Bluffs Lot 2 2nd Amended Subdivision

EXHIBIT B

Large Scale Master Plan

[attachment follows]



PHASE 1 - 170 DU

6.8 NET ACRES - 25.0 DU/AC
90 DU BUILDING THREE
10 DU BUILDING TWO
70 DU BUILDING ONE
52 - 2 BR
118 - 3 BR
PARKING REQUIRED - 370 STALLS
PARKING PROVIDED - 370 STALLS
(2.2 STALLS PER UNIT)

COVERED PARKING	234
DRIVEWAYS	88
SURFACE PARKING	48
TRASH ENCLOSURES	5

PHASE 2 - 150 DU

5.9 NET ACRES - 25.4 DU/AC
90 DU BUILDING THREE
60 DU BUILDING ONE
48 - 2 BR
102 - 3 BR
PARKING REQUIRED - 326 STALLS
PARKING PROVIDED - 343 STALLS
(2.3 STALLS PER UNIT)

COVERED PARKING	198
DRIVEWAYS	115
SURFACE PARKING	30
TRASH ENCLOSURES	5

PHASE 3 - 40 DU

2.1 NET ACRES - 19.0 DU/AC
20 DU BUILDING THREE
20 DU BUILDING ONE
12 - 2 BR
28 - 3 BR
PARKING REQUIRED - 87 STALLS
PARKING PROVIDED - 91 STALLS
(2.5 STALLS PER UNIT)

COVERED PARKING	56
DRIVEWAYS	20
SURFACE PARKING	15
TRASH ENCLOSURES	2

TOTAL SITE SUMMARY

TOTAL UNITS	360 DU
14.8 NET ACRES	24.3 DU/ACRE
UNIT MIX	
112 - 2 BR	
248 - 3 BR	
PARKING PROVIDED	804 STALLS
(2.3 STALLS/UNIT)	
488 COVERED PARKING	
223 DRIVEWAYS	
93 SURFACE PARKED	

TOTAL PARKING SUMMARY

REQUIRED PER CODE

2 BEDROOM UNITS	112 X 1.75 = 196
3 BEDROOM UNITS	248 X 2.00 = 496
GUEST PARKING	360 X .25 = 90
TOTAL PARKING REQUIRED	= 782 STALLS
REQUIRED PARKING RATIO	= 2.2 STALLS/UNIT
TOTAL PARKING PROVIDED	804 STALLS

*INCLUDES 8 COVERED ACCESSIBLE STALLS AND 18 SURFACE PARKING HANDICAP STALLS

HOLMES HOMES

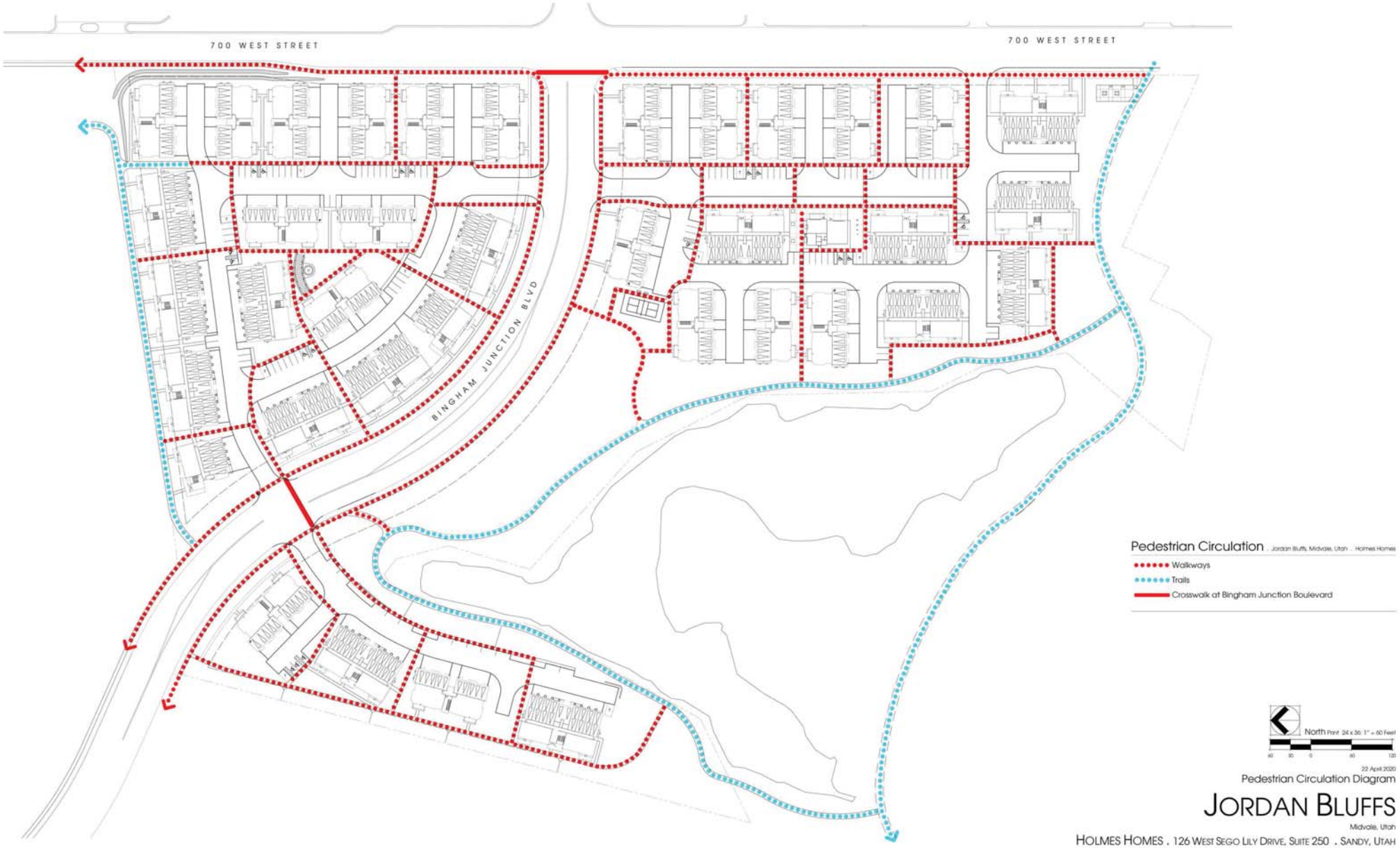
JORDAN BLUFFS - HYBRID SITE PLAN

3 STORY FLATS
MIDVALE, UTAH

NORTH

DATE: 2020-04-16
JOB NO. 19041

J Z M K PARTNERS
ARCHITECTURE PLANNING URBAN DESIGN



Pedestrian Circulation . Jordan Bluffs, Midvale, Utah . Holmes Homes

- Walkways
- Trails
- Crosswalk at Bingham Junction Boulevard

North Print 24 x 36: 1" = 60 Feet

60 30 0 60 120

22 April 2020

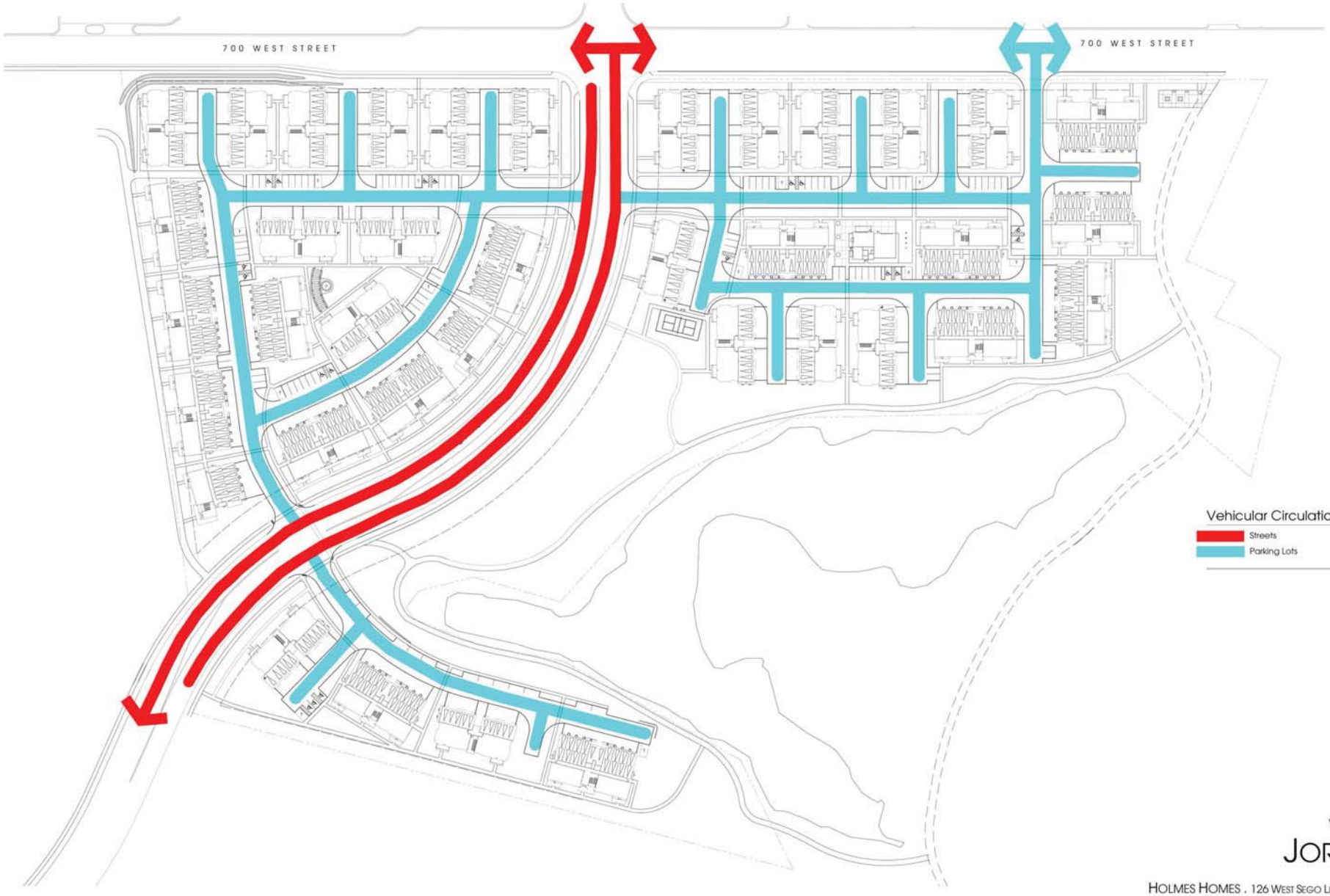
Pedestrian Circulation Diagram

JORDAN BLUFFS

Midvale, Utah

HOLMES HOMES . 126 WEST SEGO LILY DRIVE, SUITE 250 . SANDY, UTAH

R. MICHAEL KELLY
CONSULTANTS
LAND PLANNING + LANDSCAPE ARCHITECTURE
P.O. Box 469, Millville, UT 84326 435.753.2955



Vehicular Circulation . Jordan Bluffs, Midvale, Utah . Holmes Homes

Streets

Parking Lots

North Print 24 x 36: 1" = 60 Feet

60 30 0 60 120

22 APRIL 2020

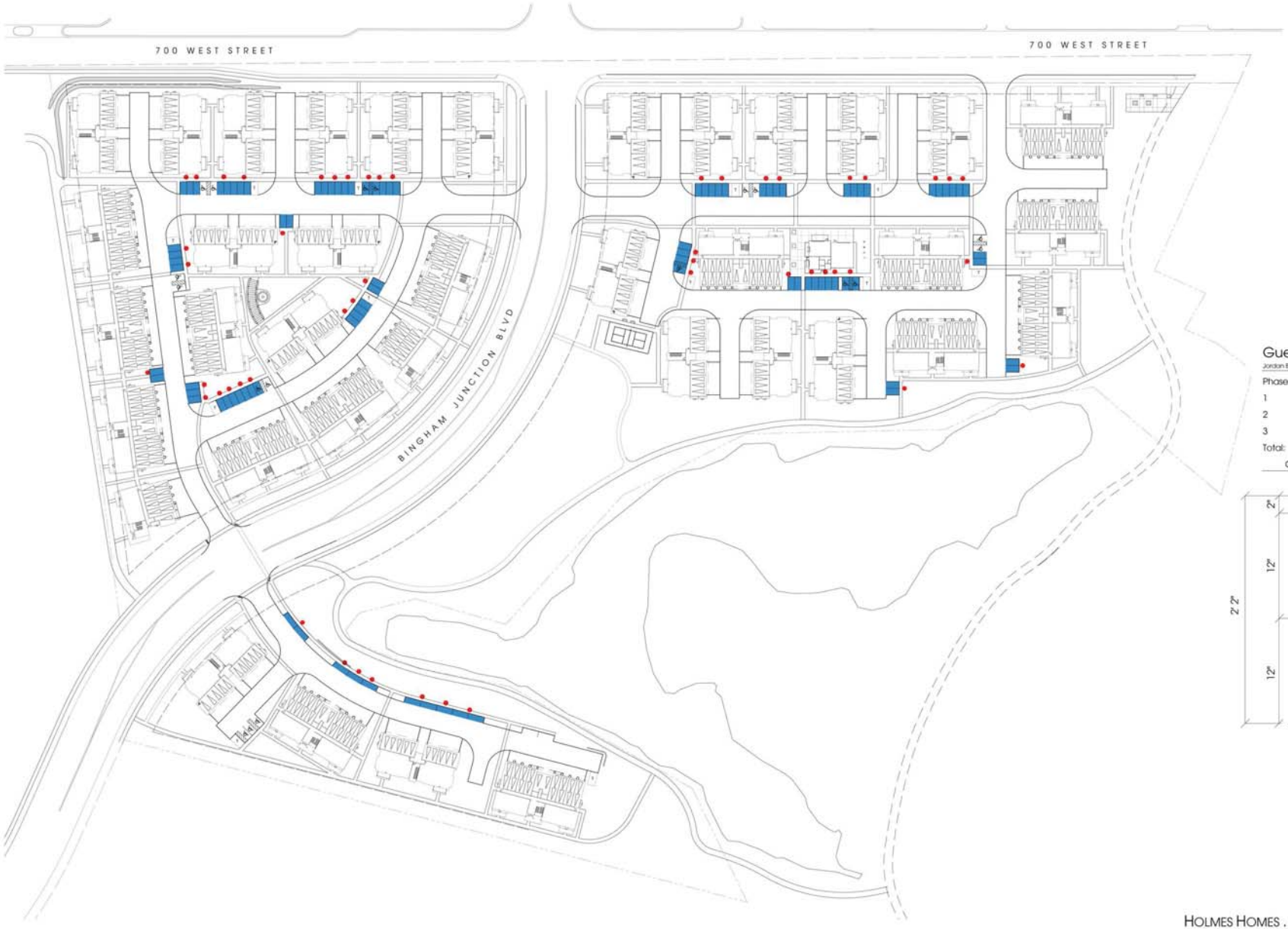
Vehicular Circulation Diagram

JORDAN BLUFFS

Midvale, Utah

HOLMES HOMES . 126 WEST SEGO LILY DRIVE, SUITE 250 . SANDY, UTAH

R. MICHAEL KELLY
CONSULTANTS
LAND PLANNING - LANDSCAPE ARCHITECTURE
P.O. Box 685, Millville, UT 84326 435.753.2955

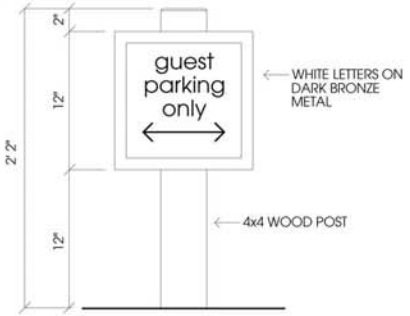


Guest Parking

Jordan Bluffs, Midvale, Utah . Holmes Homes

Phase	Units	Stalls
1	170	43
2	150	38
3	40	10
Total:		91

GUEST PARKING SIGN





22 APRIL 2020

Guest Parking

JORDAN BLUFFS

Midvale, Utah

HOLMES HOMES . 126 WEST SEGO LILY DRIVE, SUITE 250 . SANDY, UTAH

R. MICHAEL KELLY
CONSULTANTS
LAND PLANNING + LANDSCAPE ARCHITECTURE
P.O. Box 469, Millville, UT 84326 . 435.753.2955



Common Open Spaces . Jordan Bluffs, Midvale, Utah

Total Site:	20.51 Acres	
Building coverage	5.35 Acres	26.1 %
Parking lot coverage	4.78 Acres	23.3 %
Common open spaces	10.38 Acres	50.6 %
Parking lot landscaping	1.40 Acres	29.2 %

Preliminary Plant List: TREES . Jordan Bluffs, Midvale, Utah

KEY	PLANT TYPE	BOTANICAL NAME	COMMON NAME
	Street Trees: BLVD:	Acer platanoides 'Deborah'	Deborah Maple
		Malus x 'Raspberry Spear'	Raspberry Spear Crabapple
		Pyrus calleryana 'Aristocrat'	Aristocrat Flowering Pear
	Street Tree: 700 W	Syringa reticulata 'Ivory Silk'	Tree Lilac
	Parking Lot Tree:	Acer t. x Acer p. 'Warrenred'	Pacific Sunset Maple
	Shade Trees:	Ulmus x 'Frontier'	Frontier Elm
	Open Space Tree:	Celtis occidentalis	Common Hackberry
	Accent Trees:	Malus 'Prairie Fire'	Prairie Fire Crabapple
		Malus 'Spring Snow'	Spring Snow Crabapple
		Pyrus calleryana 'Chanticleer'	Flowering Pear
	Evergreen Trees:	Picea abies 'Cupressina'	Columnar Norway Spruce

Lawns and shrub beds

Parking lot landscaping: lawn and shrubs

Native Grasses and Vegetation: Preserved to maximum extent possible and re-seeding of disturbed areas

Preliminary Plant List: SHRUBS . Jordan Bluffs, Midvale, Utah

PLANT TYPE	BOTANICAL NAME	COMMON NAME
Tall Shrubs	Cotoneaster acutifolia	Peking Cotoneaster
	Euonymus patens 'Manhatten'	Manhatten Euonymus
	Hydrangea paniculata 'Limelight'	Limelight Hydrangea
	Viburnum burkwoodi	Burkwood Viburnum
Medium Shrubs	Buxus koreana 'Wintergreen'	Wintergreen Boxwood
	Cornus alba 'Cream Cracker'	Cream Cracker Dogwood
	Hydrangea a. 'Annabelle'	Annabelle Hydrangea
	Ligustrum v. 'Lodense'	Lodense Privet
	Spiraea b. 'Anthony Waterer'	Dwarf Red Spiraea
	Taxus baccata repandens	English Spreading Yew
	Viburnum opulus nana	Dwarf European Cranberry Bush
Roses	Rosa knockout series	Knockout Roses
Groundcover	Mahonia repens	Creeping Oregon Grape
Perennial Flowers	Anemone sylvestris, 'Snowdrop'	Snowdrop Windflower
	Armeria maritima splendens	Sea Pink
	Brunnera macrophylla	Heartleaf Brunnera
	Campanula carpatica	Tussock Bellflower
	Coreopsis spp.	Coreopsis
	Geranium sanguineum	Hardy Geranium
	Heuchera spp.	Coral Bells
	Iberis sempervirens	Evergreen Candytuft
	Veronica s. 'Royal Candles'	Speedwell

North Print 24 x 36: 1" = 60 Feet

60 30 0 60 120

22 APRIL 2020

General Landscape Plan

JORDAN BLUFFS

Midvale, Utah

HOLMES HOMES . 126 WEST SEGO LILY DRIVE, SUITE 250 . SANDY, UTAH

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CONSULTANTS
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P.O. Box 669, Millville, UT 84326 . 435.753.2955



Site Amenities

Jordan Bluffs, Midvale, Utah . Holmes Homes

Amenity areas		3.44 Acres
Lawn: active play area:		1.35 Acres
Clubhouse:	7,037 s.f.	0.16 Acre
Pickleball Court:	4,915 s.f.	0.11 Acre
Firepit:	3,022 s.f.	0.70 Acre
Trailhead park:	5,322 s.f.	0.12 Acre
Trail including benches:	1.1 Miles	1.0 Acre

North Print 24 x 36; 1" = 60 Feet

100 80 0 100 200

22 APRIL 2020

Site Amenities

JORDAN BLUFFS

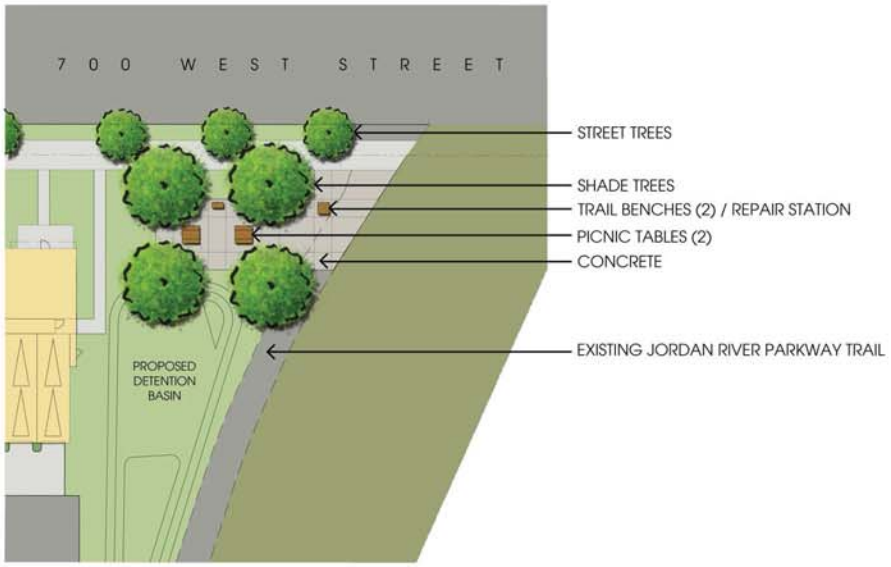
Midvale, Utah

HOLMES HOMES . 126 WEST SEGO LILY DRIVE, SUITE 250 . SANDY, UTAH

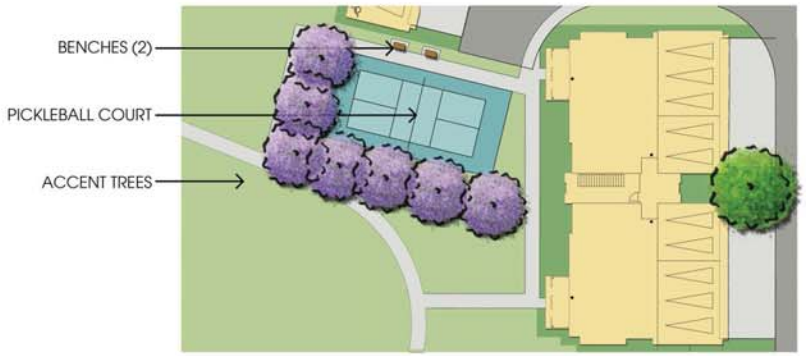
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P.O. Box 469, Millville, UT 84326 435.753.3955



CLUBHOUSE GATHERING AREA



JORDAN RIVER PARKWAY TRAILHEAD



PICKLEBALL COURT



FIREPIT GATHERING AREA

North Print 24 x 36: 1" = 20 Feet

22 APRIL 2020

Amenities: Site Plans

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Midvale, Utah

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FIREPIT



PICKLEBALL COURT



TRELLIS

22 APRIL 2020

Outdoor Recreation Amenities

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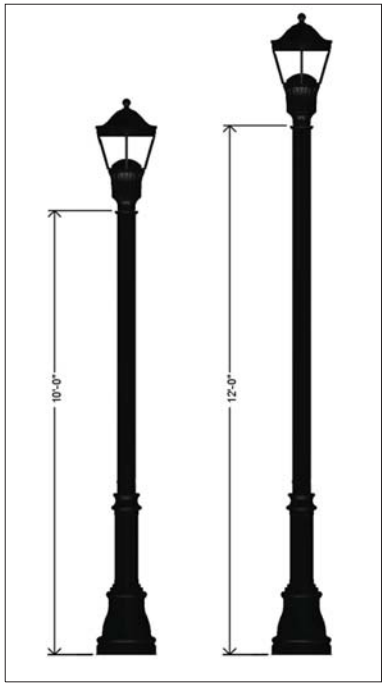
BENCHES



PLAYGROUND



TRAIL



LIGHT FIXTURE



FENCING

STREET TREES



ACER PLATANOIDES 'DEBORAH'



MALUS X 'RASPBERRY SPEAR'



PYRUS CALLERYANA 'ARISTOCRAT'

PARKING LOT TREE



ACER 'WARREN RED'

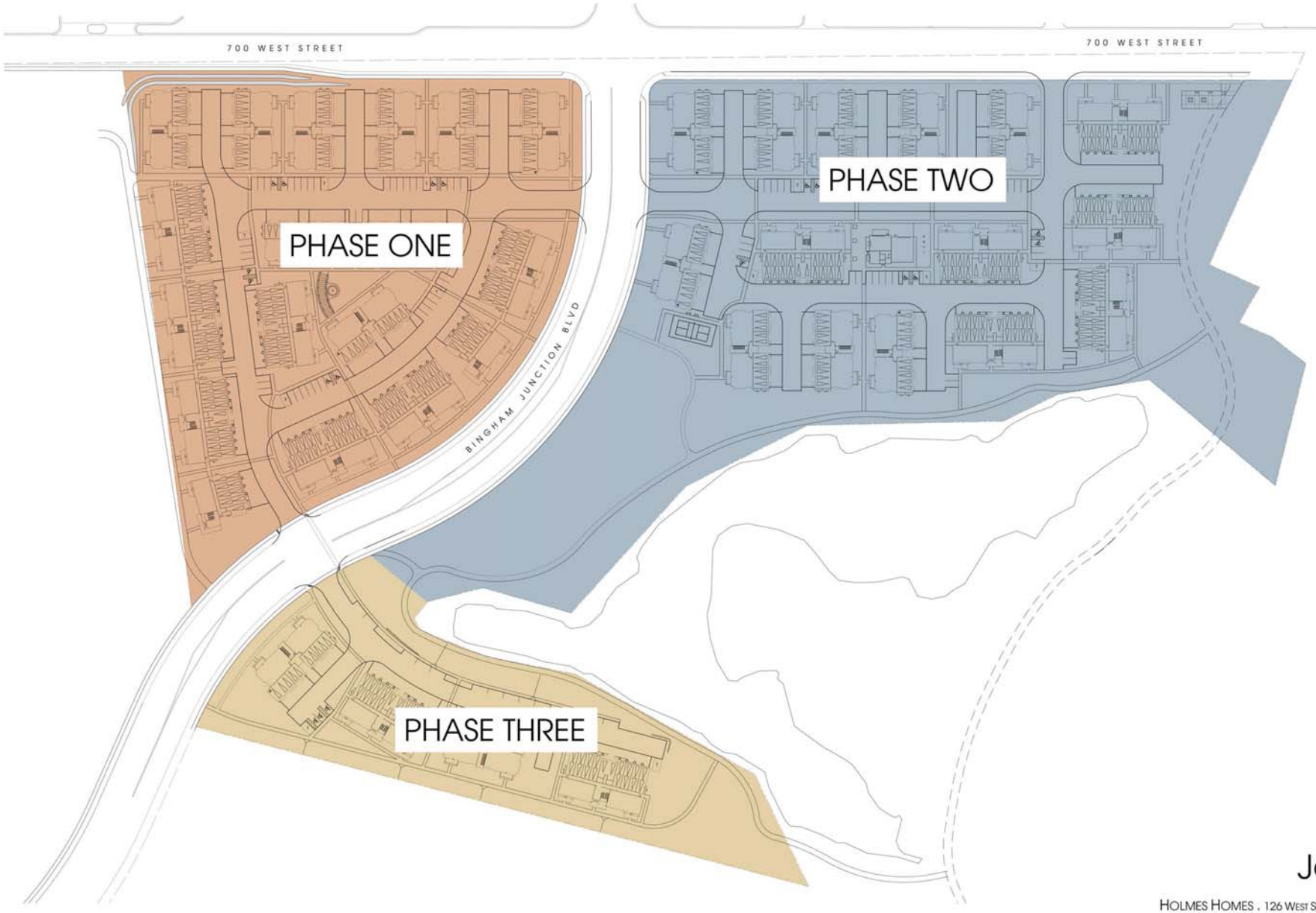
22 APRIL 2020
Thematic Design Elements

JORDAN BLUFFS

Midvale, Utah

HOLMES HOMES . 126 WEST SEGO LILY DRIVE, SUITE 250 . SANDY, UTAH

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North Print 24 x 36: 1" = 60 Feet

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22 APRIL 2020

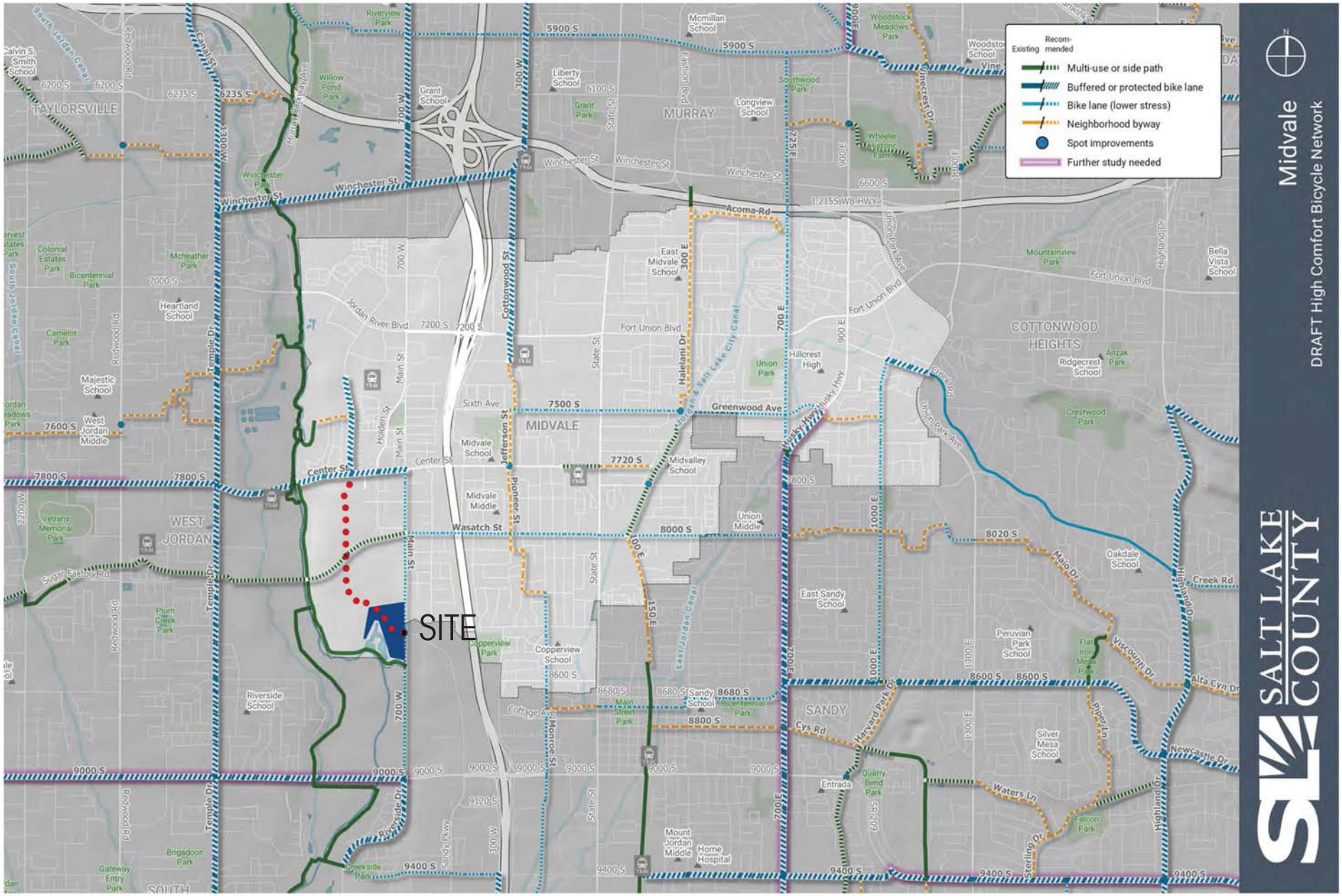
Phasing Plan

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BICYCLE CIRCULATION PLAN

JORDAN BLUFFS, MIDVALE, UTAH . . HOLMES HOMES

●●●●● THE PROPOSED IMPROVEMENTS TO BINGHAM JUNCTION BOULEVARD INCLUDE A BIKE LANE WITHIN THE JORDAN BLUFFS DEVELOPMENT





JORDAN RIVER PARKWAY
WAYFINDING SIGN
PER JORDAN RIVER COMMISSION WEBSITE

North Print 24 x 36: 1" = 60 Feet

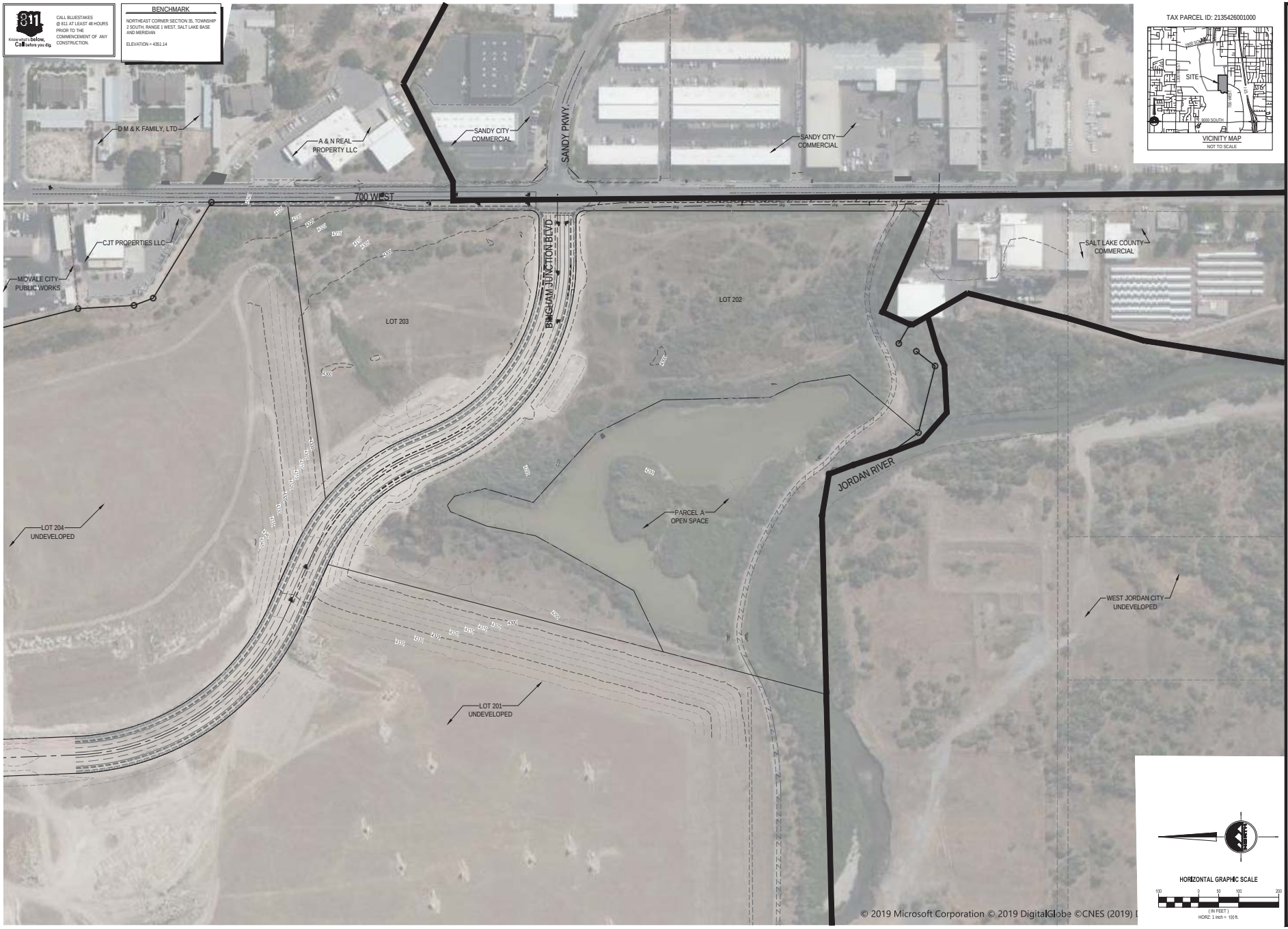
22 APRIL 2020
Sign Plan

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Midvale, Utah

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TAX PARCEL ID: 2135426001000

HORIZONTAL GRAPHIC SCALE

100 0 50 100 200

(IN FEET)

HORZ: 1 inch = 100 ft.

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HOLMES HOMES
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CONTACT:
MARK GARZA
PHONE: 801-568-6966

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HOLMES HOMES PROJECT
752 & 743 WEST BINGHAM JUNCTION BOULEVARD
MIDVALE, UTAH

EXISTING CONDITIONS PLAN

PROJECT NUMBER: 70598
PRINT DATE: 4/22/20
DRAWN BY: J.FELDER
CHECKED BY:
PROJECT MANAGER: B.MORRIS

C-100

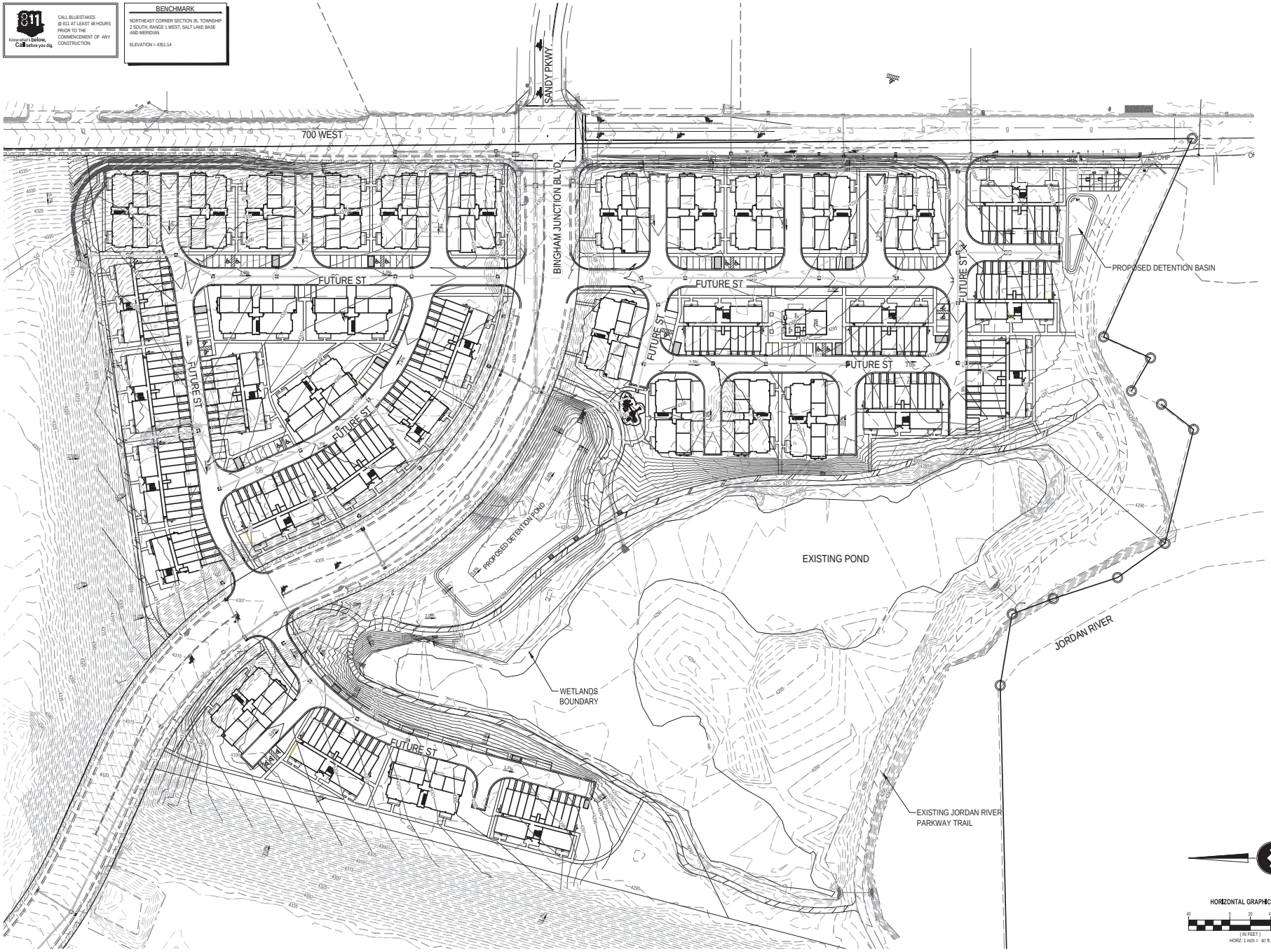
811 Know what's below. Call before you dig.

CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

BENCHMARK

NORTHEAST CORNER SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

ELEVATION = 4351.14



HORIZONTAL GRAPHIC SCALE

40 0 20 40 80

(IN FEET)

HORZ: 1 inch = 40 ft.

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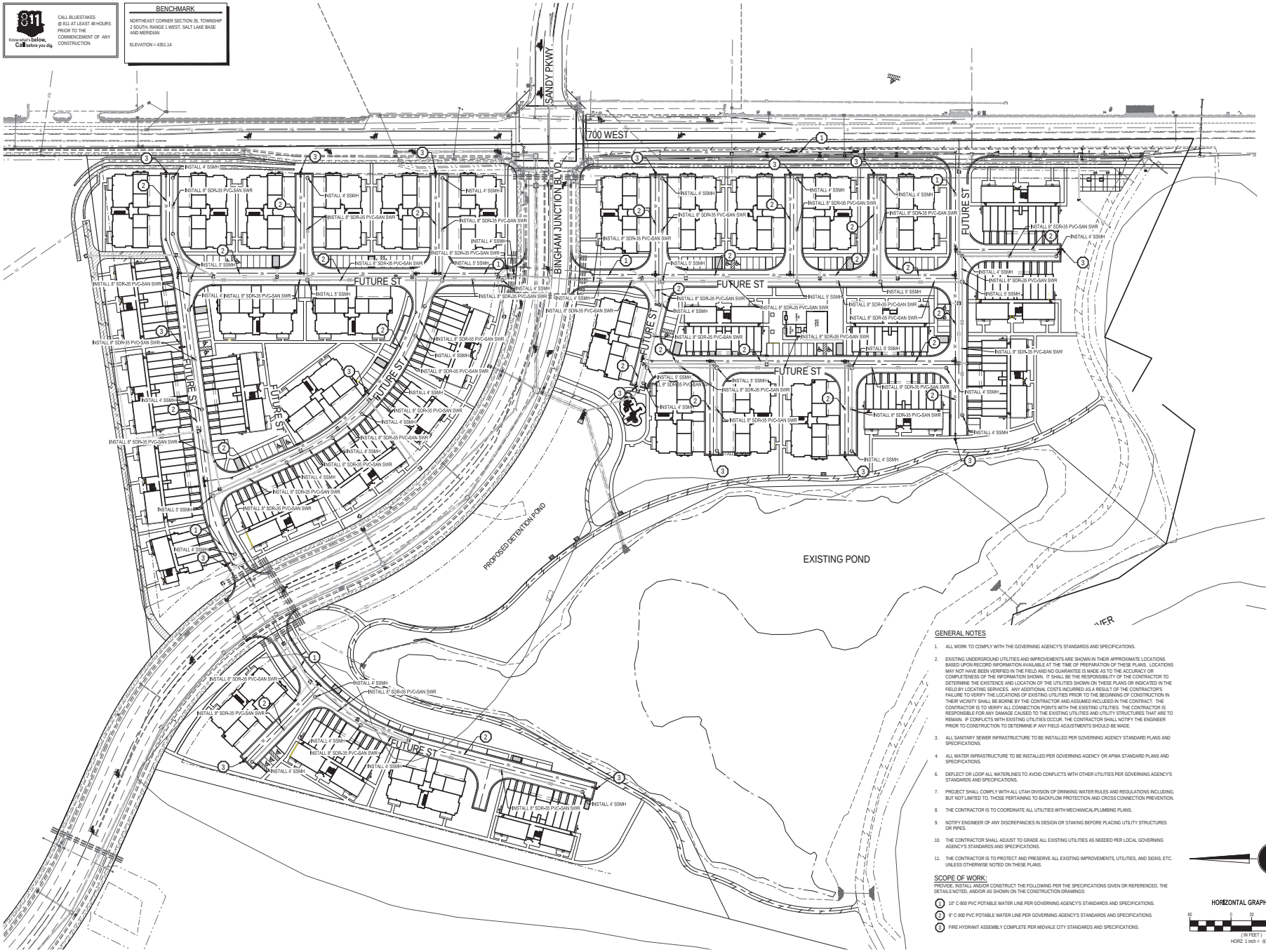
CONTACT:
MARK GARZA
PHONE: 801-568-6986

JORDAN BLUFFS
HOLMES HOMES PROJECT
752 & 743 WEST BINGHAM JUNCTION BOULEVARD
MIDVALE, UTAH

OVERALL GRADING PLAN

PROJECT NUMBER: 70598
PRINT DATE: 4/22/20
DRAWN BY: J FELDER
CHECKED BY:
PROJECT MANAGER: B MORRIS

C-200



GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
3. ALL SANITARY SEWER INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY STANDARD PLANS AND SPECIFICATIONS.
4. ALL WATER INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY OR APWA STANDARD PLANS AND SPECIFICATIONS.
6. DEFLECT OR LOOP ALL WATERLINES TO AVOID CONFLICTS WITH OTHER UTILITIES PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
7. PROJECT SHALL COMPLY WITH ALL UTAH DIVISION OF DRINKING WATER RULES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO BACKFLOW PROTECTION AND CROSS CONNECTION PREVENTION.
8. THE CONTRACTOR IS TO COORDINATE ALL UTILITIES WITH MECHANICAL/PLUMBING PLANS.
9. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING UTILITY STRUCTURES OR PIPES.
10. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
11. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

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. 10" C-900 PVC POTABLE WATER LINE PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. 8" C-900 PVC POTABLE WATER LINE PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
3. FIRE HYDRANT ASSEMBLY COMPLETE PER MIDVALE CITY STANDARDS AND SPECIFICATIONS.

HORIZONTAL GRAPHIC SCALE

60 0 30 60 120
(IN FEET)
HORZ: 1 inch = 60 ft.

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SANDY, UT 84070

CONTACT:
MARK GARZA
PHONE: 801-568-6966

JORDAN BLUFFS
HOLMES HOMES PROJECT
752 & 743 WEST BINGHAM JUNCTION BOULEVARD
MIDVALE, UTAH

OVERALL UTILITY PLAN

PROJECT NUMBER: 70598
PRINT DATE: 4/22/20
DRAWN BY: J ELDER
CHECKED BY:
PROJECT MANAGER: B MORRIS

C-300

811 Know what's below. Call before you dig.

CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

BENCHMARK

NORTHEAST CORNER SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

ELEVATION = 4351.14



Snow Storage Area #	Area of Snow Removal (s.f.)	Req'd Storage Area(s.f.)	Provided Storage Area(s.f.)
1	7,802	390	762
2	16,711	836	1,026
3	18,610	931	1,127
4	6,548	327	515
5	23,394	1,170	1,410
6	7,263	363	440
7	7,183	359	510

NOTE
REQUIRED SNOW STORAGE AREAS ARE BASED ON 5% OF TOTAL AREA OF SNOW REMOVAL



VICINITY MAP
NOT TO SCALE

HORIZONTAL GRAPHIC SCALE

30 0 15 30 60
(IN FEET)
HORZ: 1 inch = 30 ft.

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FOR:
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SANDY, UT 84070

CONTACT:
MARK GARZA
PHONE: 801-568-6998

JORDAN BLUFFS
HOLMES HOMES PROJECT
752 & 743 WEST BINGHAM JUNCTION BOULEVARD
MIDVALE, UTAH

SNOW STORAGE PLAN

PROJECT NUMBER: 70398
PRINT DATE: 4/21/20
DRAWN BY: J FELDER
CHECKED BY:
PROJECT MANAGER: B MORRIS

EX-200

811 Know what's below. Call before you dig.

CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

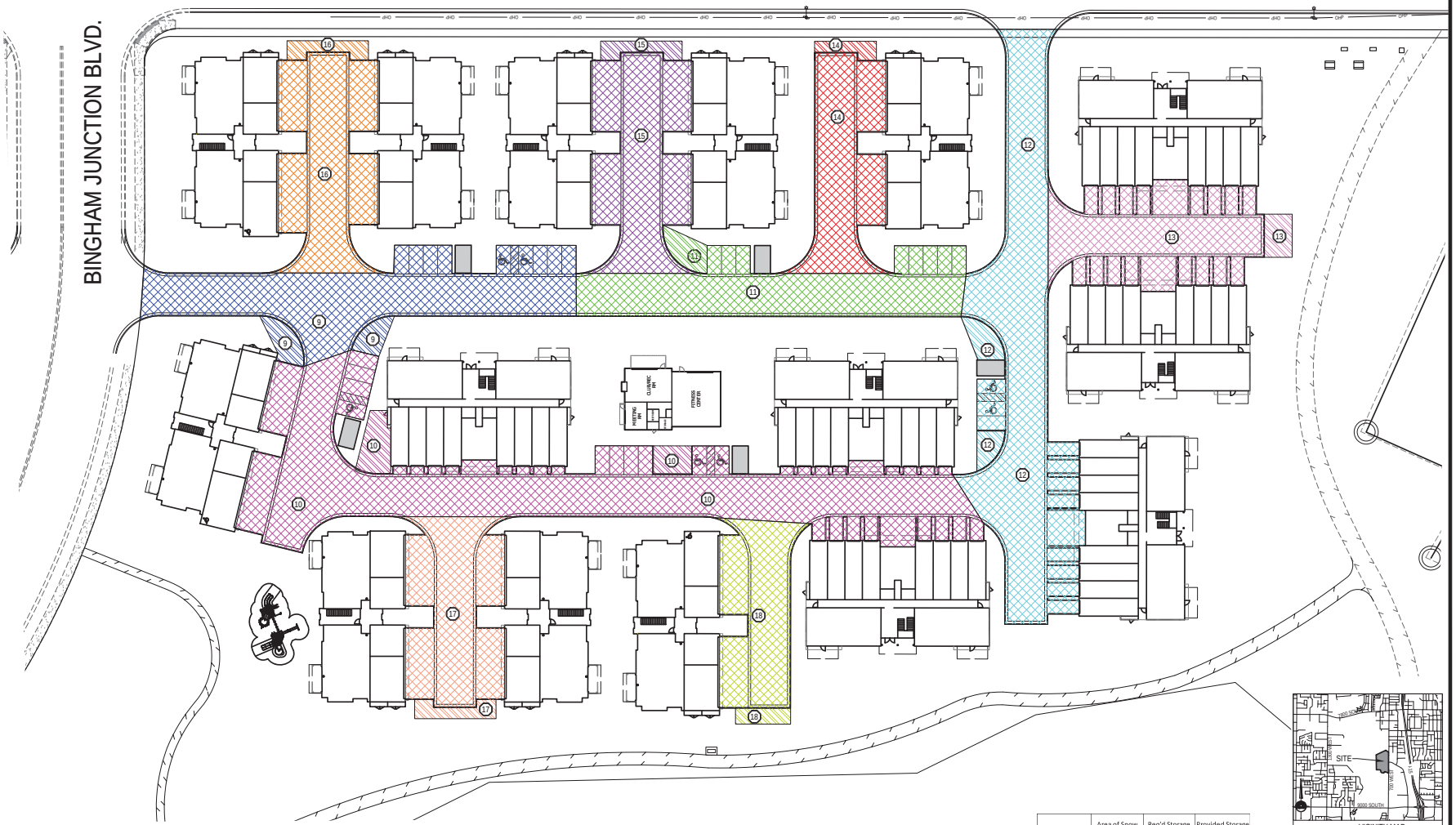
BENCHMARK

NORTHEAST CORNER SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

ELEVATION = 4351.14

700 WEST

BINGHAM JUNCTION BLVD.



Snow Storage Area #	Area of Snow Removal (s.f.)	Req'd Storage Area(s.f.)	Provided Storage Area(s.f.)
9	9,988	499	822
10	20,977	1,049	1,091
11	7,820	391	487
12	14,801	740	751
13	7,918	396	468
14	5,612	281	328
15	7,187	359	475
16	7,278	364	475
17	6,641	332	475
18	5,032	252	345

NOTE
REQUIRED SNOW STORAGE AREAS ARE BASED ON 5% OF TOTAL AREA OF SNOW REMOVAL

HORIZONTAL GRAPHIC SCALE

30 0 15 30 60
(IN FEET)
HORZ: 1 inch = 30 ft.

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JORDAN BLUFFS
HOLMES HOMES PROJECT
752 & 743 WEST BINGHAM JUNCTION BOULEVARD
MIDVALE, UTAH

SNOW STORAGE PLAN

PROJECT NUMBER: 70398
PRINT DATE: 4/21/20
DRAWN BY: J FELDER
CHECKED BY:
PROJECT MANAGER: B MORRIS

EX-201

811 Know what's below. Call before you dig.

CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

BENCHMARK

NORTHEAST CORNER SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

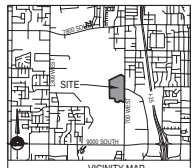
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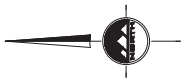


NOTE

REQUIRED SNOW STORAGE AREAS ARE BASED ON 5% OF TOTAL AREA OF SNOW REMOVAL

Snow Storage Area #	Area of Snow Removal (s.f.)	Req'd Storage Area(s.f.)	Provided Storage Area(s.f.)
20	15,724	786	800
21	14,042	702	720





HORIZONTAL GRAPHIC SCALE

30 0 15 30 60

(IN FEET)

HORZ: 1 inch = 30 ft.

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FOR:
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126 SEGO LILY DRIVE
SANDY, UT 84070

CONTACT:
MARK GARZA
PHONE: 801-568-6998

JORDAN BLUFFS
HOLMES HOMES PROJECT
752 & 743 WEST BINGHAM JUNCTION BOULEVARD
MIDVALE, UTAH

SNOW STORAGE PLAN

PROJECT NUMBER: 70386
PRINT DATE: 4/21/20
DRAWN BY: J FELDER
CHECKED BY:
PROJECT MANAGER: B MORRIS

EX-202



SITE/PROJECT DATA:

SITE AREA:	14.8	AC Net
TOTAL UNITS:	360	DU
DENSITY:	24.3	DU/AC
TOTAL PARKING:	804	SPACES

PARKING DATA:

REQUIRED:	
FOR 2 BR UNITS	196
FOR 3 BR UNITS	496
GUEST	90
TOTAL REQUIRED	782

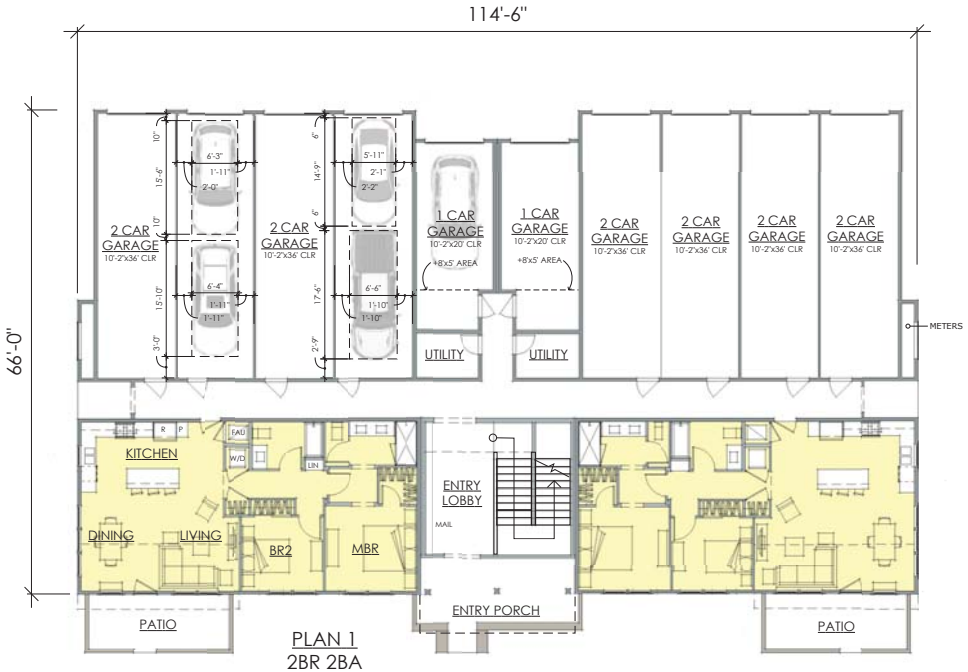
PROVIDED:	
COVERED	488
DRIVEWAYS	223
SURFACE	93
TOTAL PROVIDED	804

UNIT DATA:

PLAN #	PLAN TYPE	UNIT AREA	QTY	MIX	TOTAL AREA
PLAN 1	2 BR, 2 BA	1,117 SF	32	9%	35,744 SF
PLAN 2	3 BR, 2 BA	1,426 SF	64	18%	91,264 SF
PLAN 3	3 BR, 2 BA	1,443 SF	64	18%	92,352
PLAN 4	2 BR, 2 BA	1,092 SF	80	22%	87,360
PLAN 5	3 BR, 2 BA	1,367 SF	120	33%	164,040 SF
TOTAL, ALL UNITS			***360***		470,760 SF

01 COVER/PROJECT DATA
02-03 FLOOR PLANS/ROOF PLAN/SECTION, BUILDING TYPE 1
04 FLOOR PLANS/ROOF PLAN, BUILDING TYPE 2
05-06 FLOOR PLANS/ROOF PLAN/SECTION, BUILDING TYPE 3
07-08 ENLARGED UNIT FLOOR PLANS
09-12 ELEVATIONS, BUILDING TYPE 1, COLOR SCHEMES 1-4
13 ELEVATIONS, BUILDING TYPE 2
14-17 ELEVATIONS, BUILDING TYPE 3, COLOR SCHEMES 1-4
18-31 RENDERINGS
32-33 REC BUILDING FLOOR PLAN/ROOF PLAN/SECTION
34-35 REC BUILDING ELEVATIONS
36-40 REC BUILDING RENDERINGS

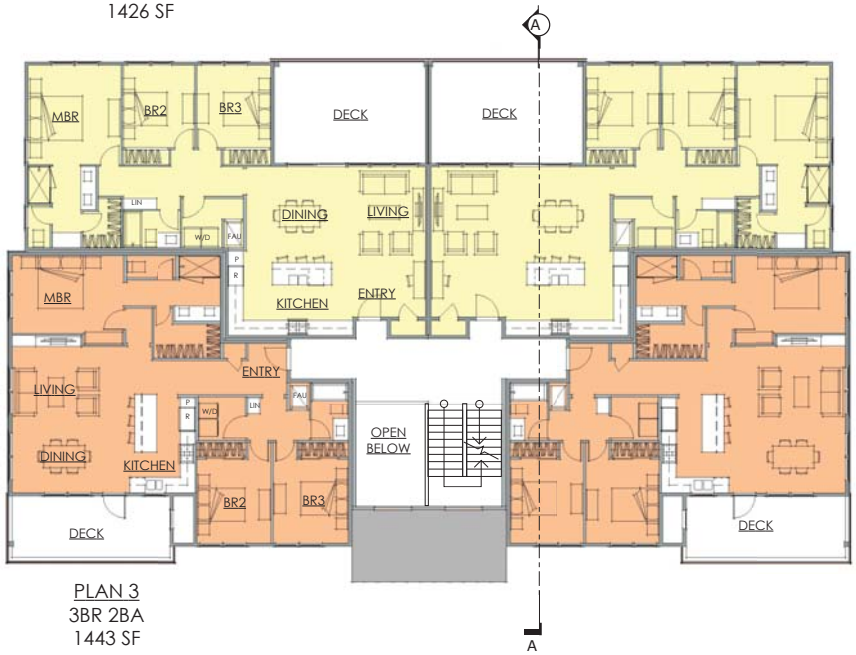
SCHEMATIC SITE/BUILDING DESIGN



PLAN 1
2BR 2BA
1117 SF

FIRST FLOOR

PLAN 2
3BR 2BA
1426 SF



PLAN 3
3BR 2BA
1443 SF

SECOND AND THIRD FLOORS

BUILDING 1 PLANS - 10 UNIT BUILDING

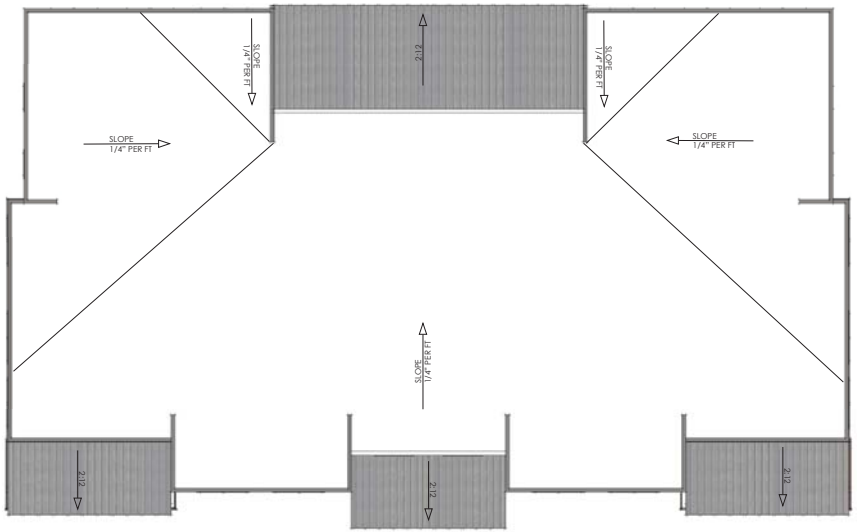
HOLMES HOMES

JORDAN BLUFFS CONDOS

SCALE: 1"=8'

JZMK PARTNERS

JOB # 19041 2020-04-22



ROOF PLAN



SECTION A

BUILDING 1 ROOF PLAN, SECTIONS

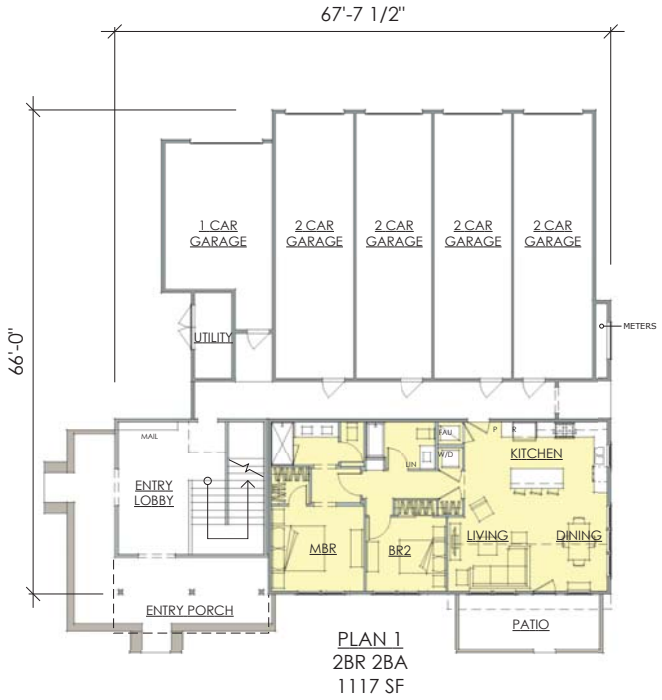
HOLMES HOMES

JORDAN BLUFFS CONDOS

0' 4' 8' 16'
SCALE: 1"=8'

JZMK PARTNERS

JOB # 19041 2020-04-22



PLAN 1
2BR 2BA
1117 SF

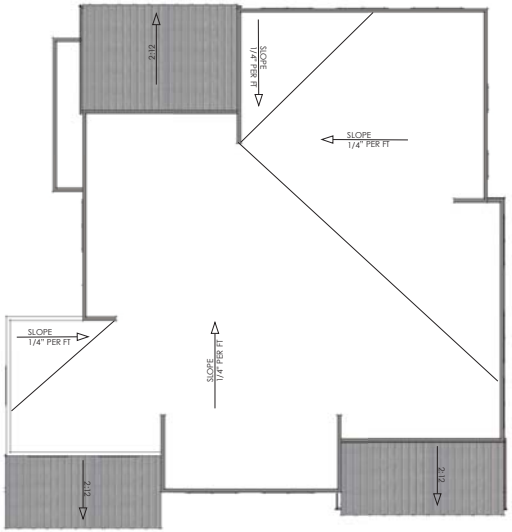
FIRST FLOOR

PLAN 2
3BR 2BA
1426 SF



PLAN 3
3BR 2BA
1443 SF

SECOND AND THIRD FLOORS



ROOF PLAN

BUILDING 2 PLANS - 5 UNIT BUILDING

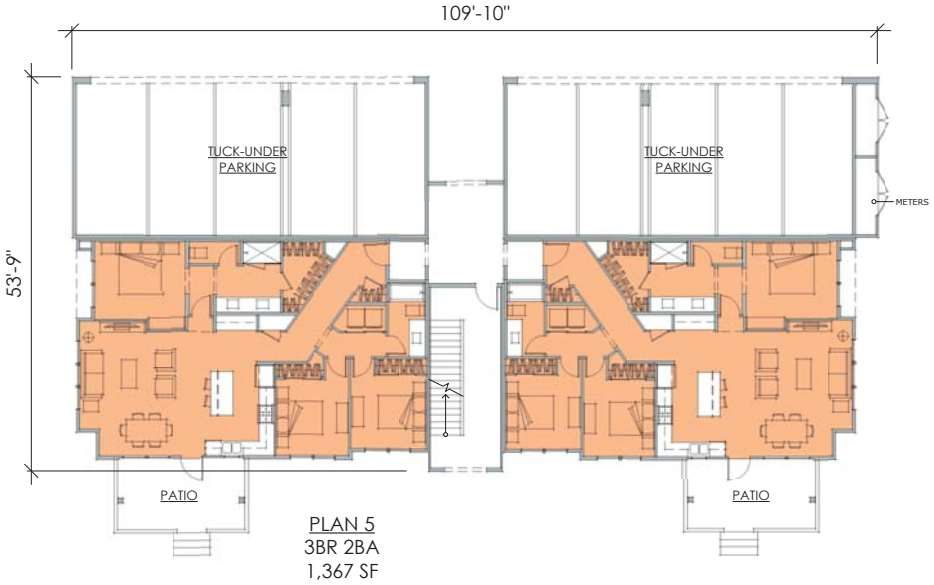
HOLMES HOMES

JORDAN BLUFFS CONDOS

SCALE: 1"=8'

JZMK PARTNERS

JOB # 19041 2020-04-22



FIRST FLOOR



SECOND AND
THIRD FLOORS

BUILDING 3 PLANS - 10 UNIT BUILDING

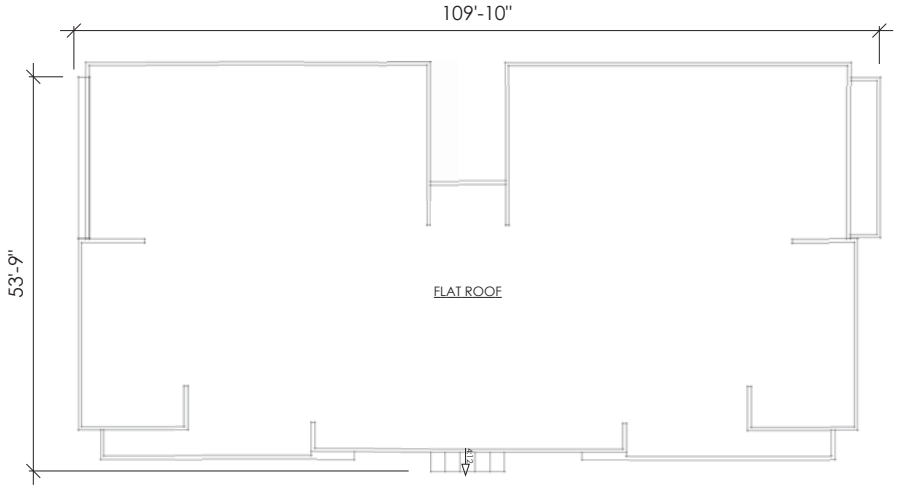
HOLMES HOMES

JORDAN BLUFFS
CONDOS

0' 4' 8' 16'
SCALE: 1"=8'

JZMK PARTNERS

JOB # 19041 2020-04-22



ROOF PLAN



SECTION B

BUILDING 3 PLANS - 10 UNIT BUILDING

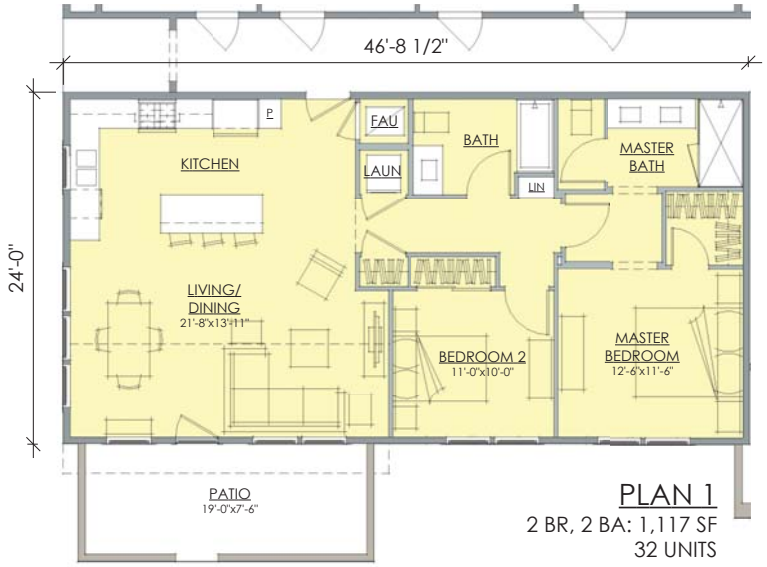
HOLMES HOMES

JORDAN BLUFFS CONDOS

0' 4' 8' 16'
SCALE: 1"=8'

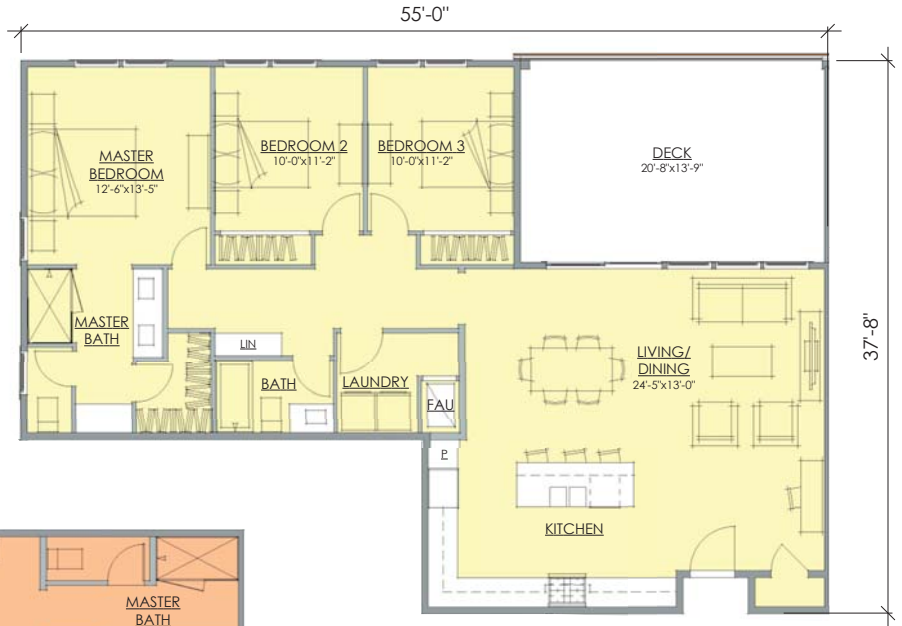
JZMK PARTNERS

JOB # 19041 2020-04-22



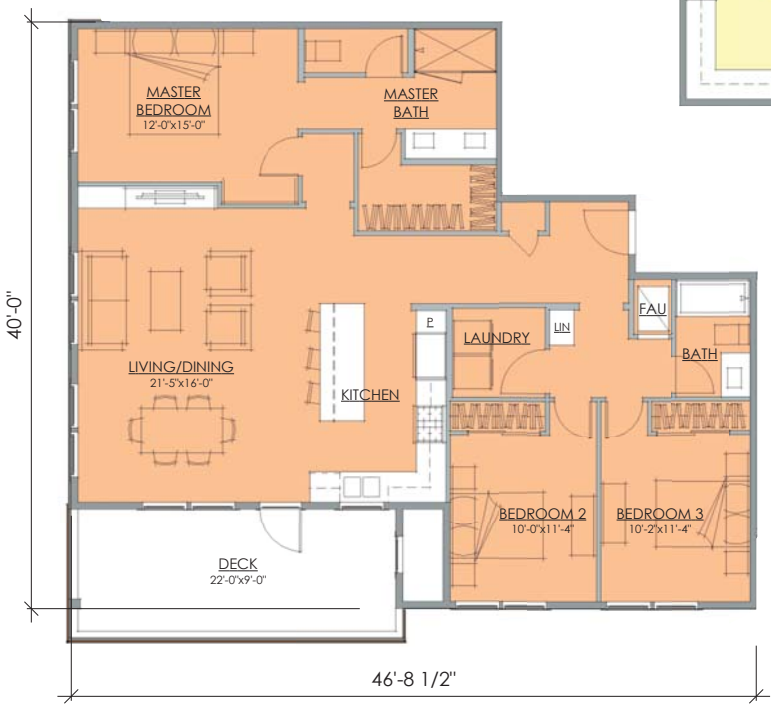
PLAN 1

2 BR, 2 BA: 1,117 SF
32 UNITS



PLAN 2

3 BR, 2 BA: 1,426 SF
64 UNITS



PLAN 3

3 BR, 2 BA: 1,443 SF
64 UNITS

ENLARGED UNIT FLOOR PLANS

07

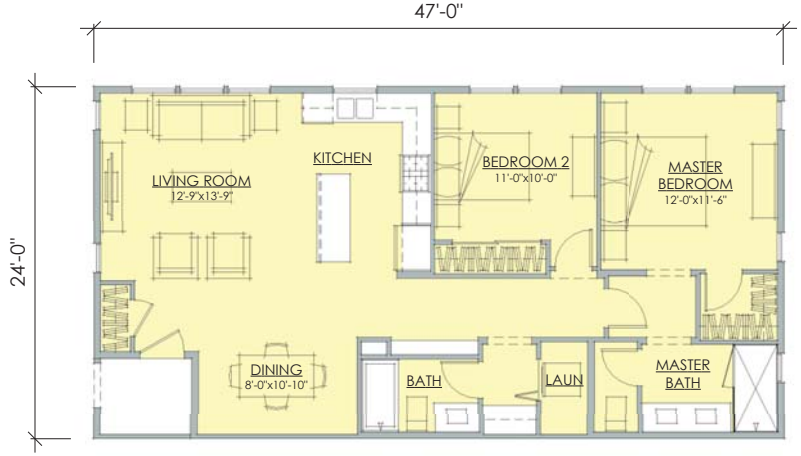
HOLMES HOMES

JORDAN BLUFFS CONDOS

0' 2' 4' 8'
SCALE: 1"=4'

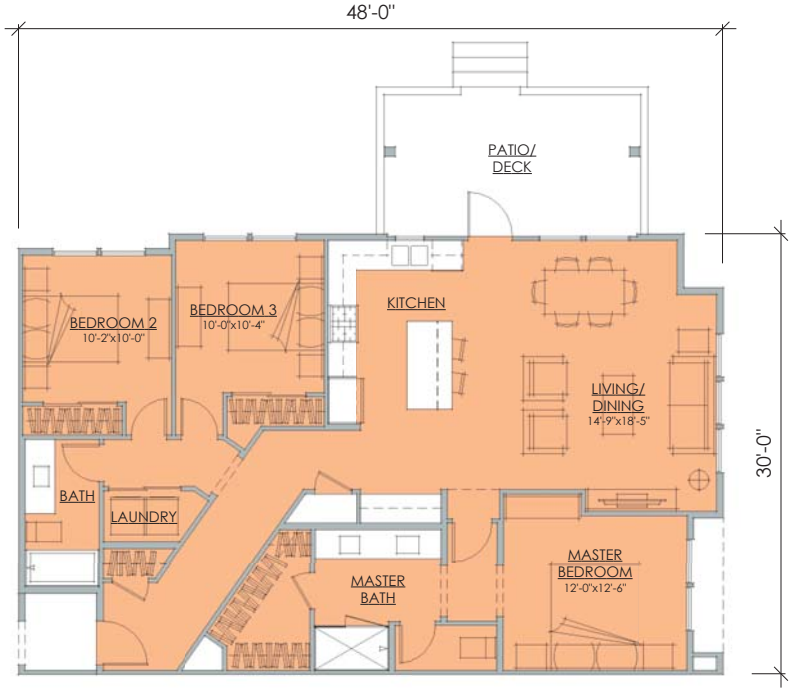
JZMK PARTNERS

JOB # 19041 2020-04-22



PLAN 4

2 BR, 2 BA: 1,092 SF
80 UNITS



PLAN 5

3 BR, 2 BA: 1,367 SF
120 UNITS

ENLARGED UNIT FLOOR PLANS

HOLMES HOMES

JORDAN BLUFFS
CONDOS

0' 2' 4' 8'
SCALE: 1"=4'

JZMK PARTNERS

JOB # 19041 2020-04-22



FRONT ELEVATION

PERCENTAGE OF OPENINGS: 25.0%



RIGHT ELEVATION

PERCENTAGE OF OPENINGS: 17.9%



REAR ELEVATION

PERCENTAGE OF OPENINGS: 30.2%



LEFT ELEVATION

PERCENTAGE OF OPENINGS: 17.9%

BUILDING 1 ELEVATIONS, COLOR SCHEME 1

HOLMES HOMES

JORDAN BLUFFS CONDOS

0' 4' 8' 16'
SCALE: 1"=8'

JZMK PARTNERS

JOB # 19041 2020-04-22



FRONT ELEVATION

PERCENTAGE OF OPENINGS: 25.0%



RIGHT ELEVATION

PERCENTAGE OF OPENINGS: 17.9%



REAR ELEVATION

PERCENTAGE OF OPENINGS: 30.2%



LEFT ELEVATION

PERCENTAGE OF OPENINGS: 17.9%

BUILDING 1 ELEVATIONS, COLOR SCHEME 2

HOLMES HOMES

JORDAN BLUFFS CONDOS

0' 4' 8' 16'
SCALE: 1"=8'

JZMK PARTNERS

JOB # 19041 2020-04-22



FRONT ELEVATION

PERCENTAGE OF OPENINGS: 25.0%



RIGHT ELEVATION

PERCENTAGE OF OPENINGS: 17.9%



REAR ELEVATION

PERCENTAGE OF OPENINGS: 30.2%



LEFT ELEVATION

PERCENTAGE OF OPENINGS: 17.9%

BUILDING 1 ELEVATIONS, COLOR SCHEME 3

HOLMES HOMES

JORDAN BLUFFS CONDOS

0' 4' 8' 16'
SCALE: 1"=8'

JZMK PARTNERS

JOB # 19041 2020-04-22



FRONT ELEVATION

PERCENTAGE OF OPENINGS: 25.0%



RIGHT ELEVATION

PERCENTAGE OF OPENINGS: 17.9%



REAR ELEVATION

PERCENTAGE OF OPENINGS: 30.2%



LEFT ELEVATION

PERCENTAGE OF OPENINGS: 17.9%

BUILDING 1 ELEVATIONS, COLOR SCHEME 4

HOLMES HOMES

JORDAN BLUFFS CONDOS

0' 4' 8' 16'
SCALE: 1"=8'

JZMK PARTNERS

JOB # 19041 2020-04-22



FRONT ELEVATION

PERCENTAGE OF OPENINGS: 25.2%



RIGHT ELEVATION

PERCENTAGE OF OPENINGS: 17.9%



REAR ELEVATION

WOOD GARAGE DOOR

STUCCO

PERCENTAGE OF OPENINGS: 25.4%



LEFT ELEVATION

PERCENTAGE OF OPENINGS: 15.1%

BUILDING 2 ELEVATIONS

HOLMES HOMES

JORDAN BLUFFS CONDOS

0' 4' 8' 16'
SCALE: 1"=8'

JZMK PARTNERS

JOB # 19041 2020-04-22



FRONT ELEVATION

PERCENTAGE OF OPENINGS: 25.4%



RIGHT ELEVATION

PERCENTAGE OF OPENINGS: 21.1%



REAR ELEVATION

PERCENTAGE OF OPENINGS: 25.0%



LEFT ELEVATION

PERCENTAGE OF OPENINGS: 15.7%

BUILDING 3 ELEVATIONS, COLOR SCHEME 1

HOLMES HOMES

JORDAN BLUFFS CONDOS

0' 4' 8' 16'
SCALE: 1"=8'

JZMK PARTNERS

JOB # 19041 2020-04-22



FRONT ELEVATION

PERCENTAGE OF OPENINGS: 25.4%



RIGHT ELEVATION

PERCENTAGE OF OPENINGS: 21.1%



REAR ELEVATION

PERCENTAGE OF OPENINGS: 25.0%



LEFT ELEVATION

PERCENTAGE OF OPENINGS: 15.7%

BUILDING 3 ELEVATIONS, COLOR SCHEME 2

HOLMES HOMES

JORDAN BLUFFS CONDOS

0' 4' 8' 16'
SCALE: 1"=8'

JZMK PARTNERS

JOB # 19041 2020-04-22



FRONT ELEVATION

PERCENTAGE OF OPENINGS: 25.4%



RIGHT ELEVATION

PERCENTAGE OF OPENINGS: 21.1%



REAR ELEVATION

PERCENTAGE OF OPENINGS: 25.0%



LEFT ELEVATION

PERCENTAGE OF OPENINGS: 15.7%

BUILDING 3 ELEVATIONS, COLOR SCHEME 3

HOLMES HOMES

JORDAN BLUFFS CONDOS

0' 4' 8' 16'
SCALE: 1"=8'

JZMK PARTNERS

JOB # 19041 2020-04-22



FRONT ELEVATION

PERCENTAGE OF OPENINGS: 25.4%



RIGHT ELEVATION

PERCENTAGE OF OPENINGS: 21.1%



REAR ELEVATION

PERCENTAGE OF OPENINGS: 25.0%



LEFT ELEVATION

PERCENTAGE OF OPENINGS: 15.7%

BUILDING 3 ELEVATIONS, COLOR SCHEME 4

HOLMES HOMES

JORDAN BLUFFS CONDOS

0' 4' 8' 16'
SCALE: 1"=8'

JZMK PARTNERS

JOB # 19041 2020-04-22



RENDERING: BUILDING 1 FRONT



RENDERING: BUILDING 1 SIDE



RENDERING: BUILDING 1 REAR



RENDERING: BUILDING 2 FRONT



RENDERING: BUILDING 2 SIDE/REAR



RENDERING: BUILDING 3 FRONT



RENDERING: BUILDING 3 SIDE



RENDERING: BUILDING 3 REAR



RENDERING: BINGHAM JUNCTION BLVD



RENDERING: BINGHAM JUNCTION BLVD



RENDERING: SITE OPEN SPACE



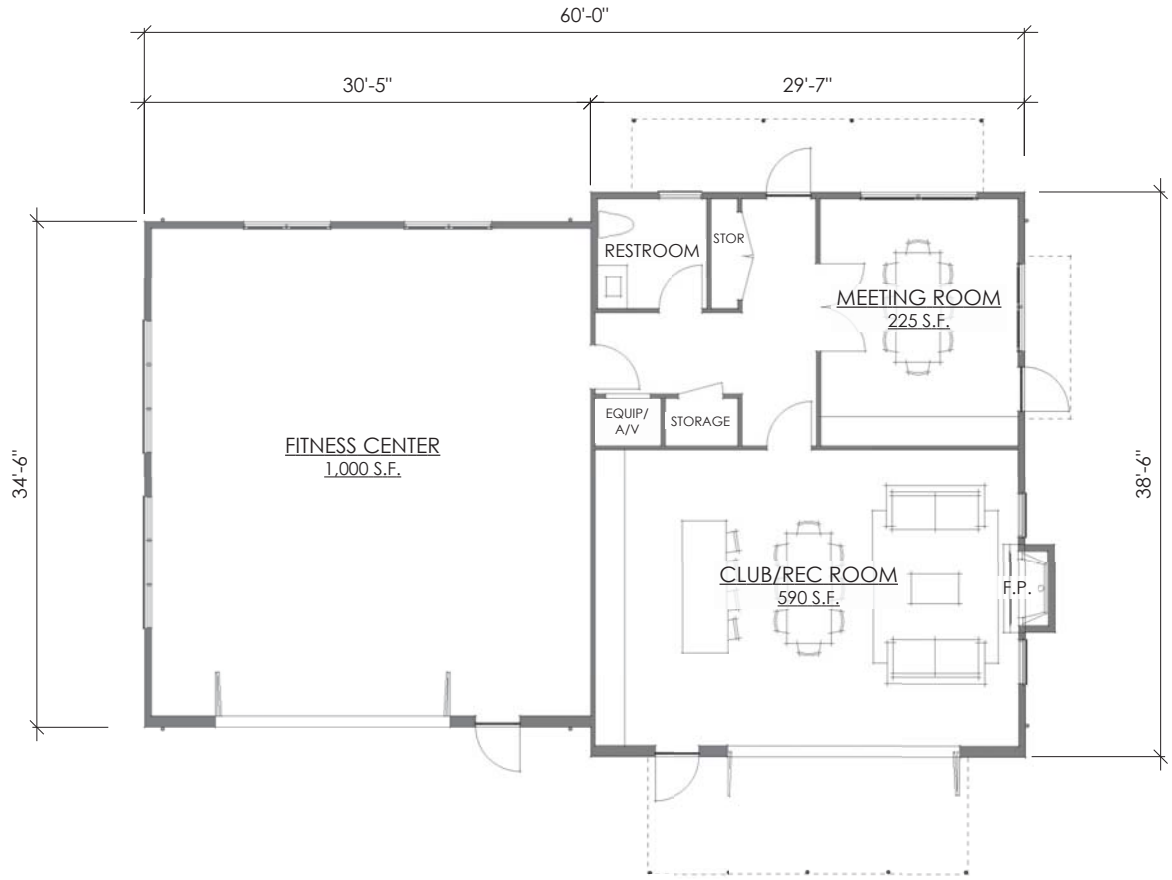
RENDERING: 700 WEST STREET



RENDERING: BINGHAM JUNCTION BLVD



RENDERING: OVERALL SITE



RECREATION BUILDING - FLOOR PLANS

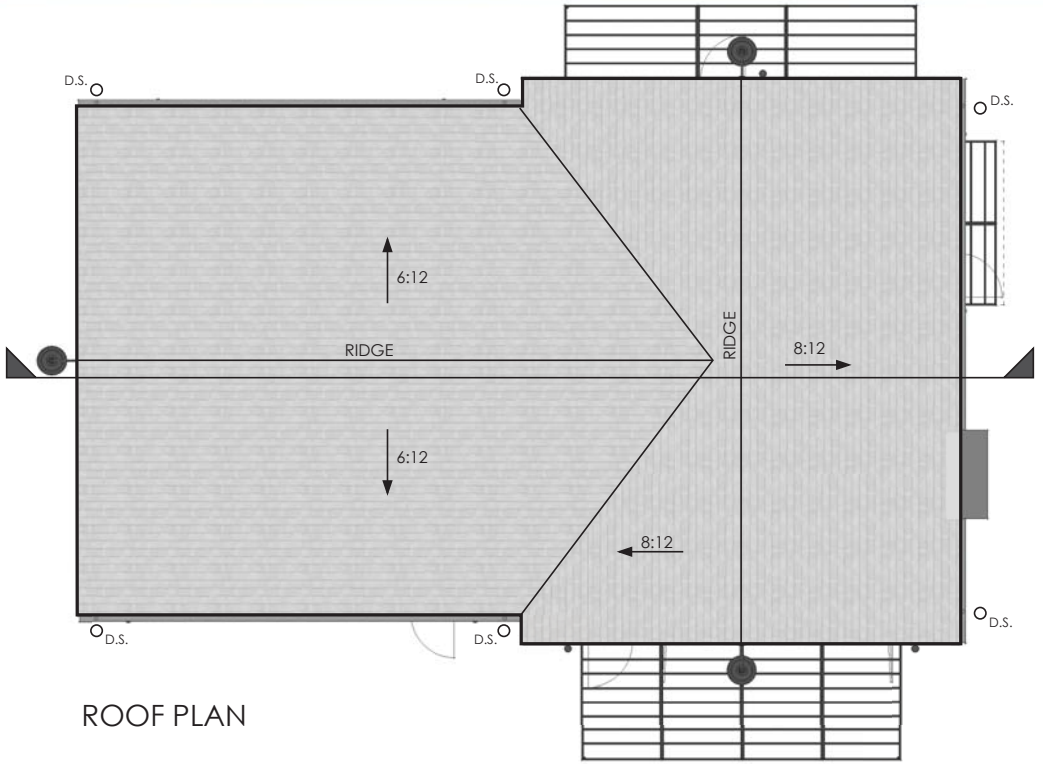
HOLMES HOMES

JORDAN BLUFFS CONDOS

SCALE: 1" = 4'

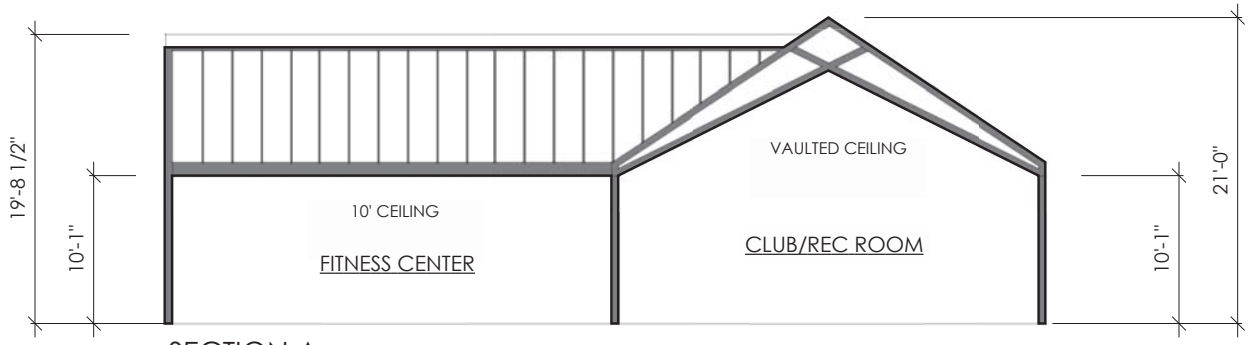
JZMK PARTNERS

JOB # 19041 2020-04-22



SEC A

ROOF PLAN



SECTION A

RECREATION BUILDING - ROOF PLAN & SECTION

HOLMES HOMES

JORDAN BLUFFS CONDOS

SCALE: 1" = 4'

JZMK PARTNERS

JOB # 19041 2020-04-22



EAST ELEVATION



WEST ELEVATION

RECREATION BUILDING - ELEVATIONS

HOLMES HOMES

JORDAN BLUFFS CONDOS

SCALE: 1" = 4'

JZMK PARTNERS

JOB # 19041 2020-04-22



SOUTH ELEVATION



NORTH ELEVATION

RECREATION BUILDING - ELEVATIONS

HOLMES HOMES

JORDAN BLUFFS CONDOS

SCALE: 1" = 4'

JZMK PARTNERS

JOB # 19041 2020-04-22



RECREATION BUILDING - RENDERING



RECREATION BUILDING - RENDERING



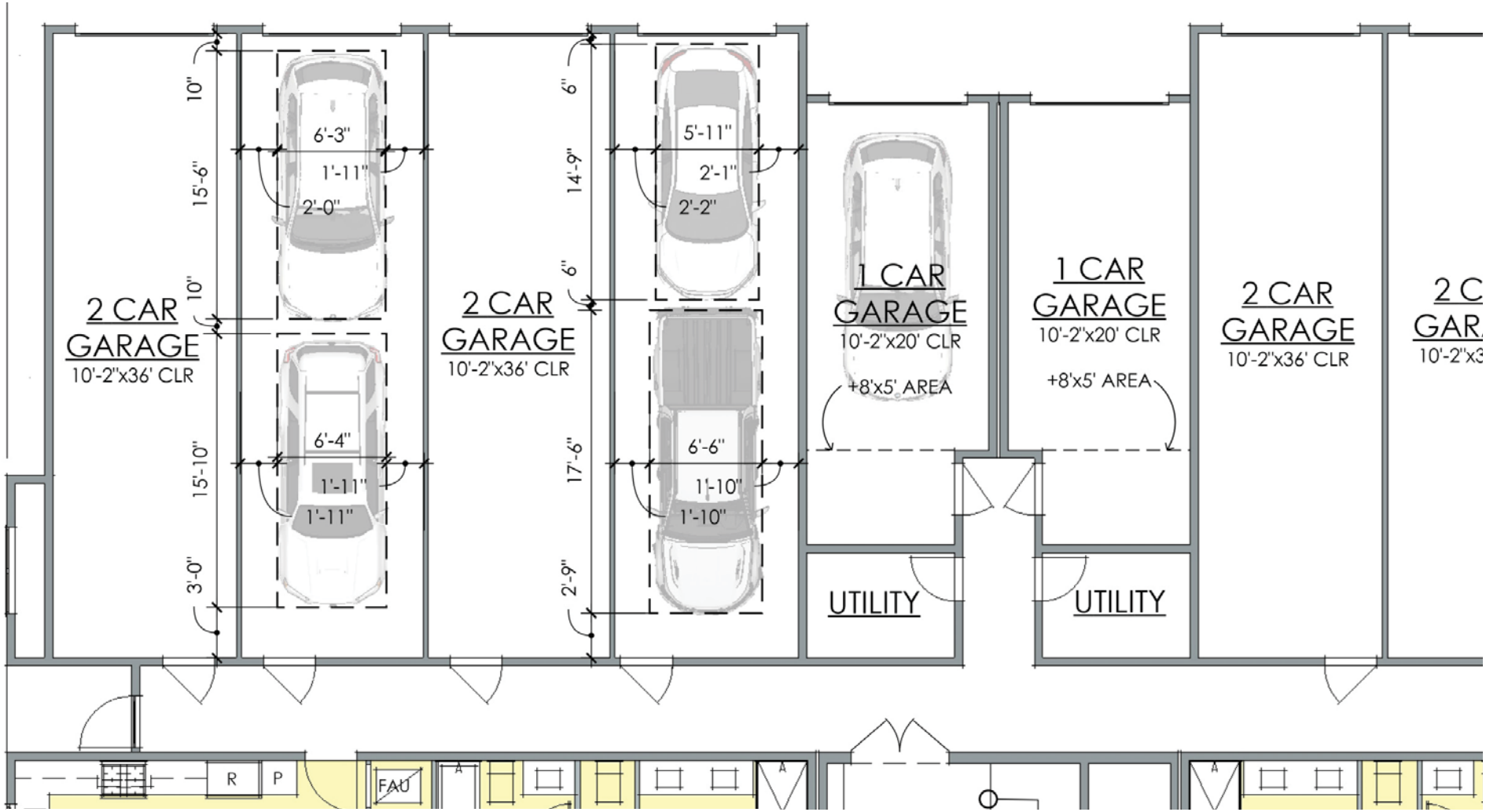
RECREATION BUILDING - RENDERING



RECREATION BUILDING - RENDERING



RECREATION BUILDING - RENDERING



FIRST FLOOR: TANDEM GARAGE DETAIL

MIDVALE CITY COUNCIL
SUMMARY REPORT

May 19, 2020

SUBJECT: Discussion and Action Regarding Resolution No. 2020-R-26 Approving the Term Sheet Setting the Parameters for an Extended Agreement Between Midvale City and ACE Disposal for Solid Waste Services.

SUBMITTED BY:

Glen Kennedy, Public Works Director

SUMMARY: In 2010 Midvale City (City) and ACE Disposal (Ace) entered into an agreement for Ace to provide solid waste services for the City. That agreement, and the extensions and amendments since that time, are in need of updating to match the current needs of the City pertaining to its solid waste services and programs.

Over the last few months, City staff have presented information relating to the sanitation fund and the City's solid waste programs and services. From those presentations and discussions, the determination was made that services and rates need to be adjusted. Council was presented several options with four main guiding factors.

- ✓ Limiting the amount of necessary rate increase
- ✓ Providing a bulky waste service
- ✓ The protection of stormwater and regulatory compliance
- ✓ Maintaining a recycle program

Council indicated the preferred option would be to make changes to only the curbside bulky waste program and leave all other solid waste programs as is. Staff have coordinated with Ace to rework the pricing structure of services to include the elimination of the current weekly curbside bulky waste program and move to two curbside bulky events each year - one in the spring and one in the fall.

FISCAL IMPACT: The changes to the bulky waste program will reduce costs to the sanitation budget by approximately $100,000 annually. Whereas a fee increase for solid waste services is still required, it limits the amount.

RECOMMENDED MOTION: I move that we adopt Resolution No. 2020-R-26 approving the term sheet and its guidance in modifying and extending the current agreement between Midvale City and ACE Disposal.

ATTACHMENTS: Resolution No. 2020-R-26, Approving the Term Sheet Setting the Parameters for an Extended Agreement Between Midvale City and ACE Disposal for Solid Waste Services.

Midvale City and ACE Disposal Solid Waste Services Term Sheet

MIDVALE CITY, UTAH
RESOLUTION NO. 2020-R-26

A RESOLUTION APPROVING THE TERM SHEET SETTING THE PARAMETERS FOR AN EXTENDED AGREEMENT BETWEEN MIDVALE CITY AND ACE DISPOSAL FOR SOLID WASTE SERVICES

WHEREAS, Midvale City (City) and ACE Disposal (Ace) need to amend the existing agreement between the two parties to adjust for changes in solid waste services; and

WHEREAS, the City; has evaluated the service needs of the community taking into consideration the financial impacts of those services; and

WHEREAS, the City has determined the service levels that meet the current needs of the community; and

WHEREAS, the City and Ace have negotiated and prepped a term sheet that outlines the parameters and guidance in amending and extending the existing agreement.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council approves this resolution authorizing the Mayor to sign a solid waste services agreement based off the negotiated term sheet.

APPROVED AND ADOPTED this 19th day of May 2020.

_____
Robert M. Hale, Mayor

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

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

Midvale City and ACE Disposal Solid Waste Services Term Sheet

1. Recitals

This term sheet memorializes the primary deal points and areas of agreement between Midvale City (City) and ACE Disposal (ACE) pertaining to the modifications and extension of the current solid waste services contract between the two parties.

A. Background

The City contracted with ACE in 2010 to perform solid waste services for single family residential customers within Midvale. This contract included providing curbside mixed waste and recycle container pick-up, services for bulky waste, glass recycling, dumpster rentals and an annual E-Waste/Document Shredding event. Due to industry, economic and environmental regulatory changes, the City is seeking to modify the services provided and agreed to in the original contract, and any subsequent extensions/modifications to that contract since 2010 between the two parties.

It is intended that ACE and the City will execute a definitive agreement substantially in accordance with this term sheet. The agreement will supersede this term sheet and will replace the existing solid waste services contract and any previous extensions/modifications.

B. Accuracy of Representations

ACE has made, and the City is relying on the accuracy of, certain representations to the City in response to inquiries about the ability of ACE to provide services and the costs associated with each service. ACE represents that its negotiating team has the full right and authority to negotiate fully and in good faith, with the intent to reach a mutually acceptable Term Sheet and definitive agreement. ACE understands that the City is relying upon the accuracy of ACE's representations.

The City has made, and ACE is relying on the accuracy of, representations to ACE pertaining to the City's ability to enter into an agreement with the financial capabilities of compensating ACE for the services and associated costs that are agreed upon.

2. Term

A. The extension of the agreement will shall take effect July 1, 2020 and ends June 30, 2023. In addition, there will be the option of two, one-year extensions.

3. Scope of Work

ACE shall provide all the supervision, materials, equipment, labor and all other items necessary to complete the following:

A. Weekly Mixed Waste Curbside Collection - Weekly curbside collection of mixed waste for all single-family residential units curbside mixed waste containers.
B. Every other week) Recycle Curbside Collection – Every other week curbside collection of recyclable materials for single-family residential units curbside recycle containers.
C. City Sponsored Clean-up Services - Provide dumpster delivery & pickup service of thirty-yard and/or fifteen-yard dumpsters to temporary locations, as designated by the City, for City clean-up services.
D. Dumpster rental service for single family residential solid waste account holders.
    a. City to handle reservation process with customers and coordinate with ACE on scheduling.
E. Optional Services
    a. Year-round glass recycling dumpster service.
    b. An annual E-Waste and document shredding event.
    c. Emergency/Disaster Event Services - The Contractor shall respond within twelve (12) hours to the City's requests, in the event of an emergency or disaster.
    d. Twice a year curbside bulky waste service – one spring event, and one fall event

4. Documentation

ACE will provide the following reports on a monthly basis:

A. Log of all service complaints, which shall include the following:
    a. The name address and phone number of complainants.
    b. The date and time the complaint was received.
    c. The specific nature of the complaint
    d. The date and time of the response to the complaint
    e. The date and time the complaint was resolved.
    f. The manner in which the complaint was resolved.
B. Tonnage totals for mixed waste delivered to receiving facility(s)
C. Itemized recycle report to include gross tonnage, net tonnage and contaminated tonnage, and fees or revenue associated

5. Compensation for Services

The City will agree to pay the rates below for each service provided. These rates will be effective July 1, 2020 and the agreement will allow for annual increases each July 1st thereafter for the term of the contract. The rates will be adjusted by a percentage equal to 100% of the annual increase of the U.S. Department of Labor Consumer Price Index -Urban West Region for the twelve months preceding the most recent December.

1st Container Mixed Waste	$ 6.27 per month, per account

Additional Container(s) Mixed Waste	$ 4.47 per month, per container
1st Recycle	$ 3.06 per month, per account
Curbside Bulk Event	$ 4.00 per event, per account
Neighborhood Dumpsters	$ 170.30 per haul
Glass Recycle Roll-Off	$ 164.96 per haul

6. Indemnity and Insurance

A. Indemnity - The Contractor shall defend, indemnify and hold the City, its elected Officials, officers, and employees, harmless from all claims, lawsuits, demands, damages, judgments or liability including, but not limited to general liability, automobile and professional errors and omissions liability, arising out of, directly or indirectly, the performance under this contract. This indemnification includes but is not limited to injury claims related to the functioning or use of equipment utilized or provided by the Contractor, and all other expenses reasonably incurred by investigation of or defense of any such claim, loss or damage.

B. Insurance - The Contractor shall, at the Contractor's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry:

   a. Workers compensation insurance adequate to protect the Contractor from claims under workers compensation acts.
   b. General personal injury and property damage liability insurance and automobile liability insurance with liability limits of not less than $2,000,000 each occurrence and $3,000,000 aggregate for the injury or death of person or persons and property damage.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah. The Contractor shall provide the City with copies of certificates for all policies with an endorsement that the City is named as an additional insured, and they are not subject to cancellation without thirty (30) days prior written notice to the City.

MIDVALE CITY COUNCIL
SUMMARY REPORT

May 19, 2020

SUBJECT:

Emergency Zoning Ordinance for the State Street (SSC) Zone - Ordinance No. 2020-O-08

SUBMITTED BY:

Alex Murphy, Planning Director

SUMMARY:

In 2001, following the City's annexation of the Fort Union area, the zoning ordinance was rewritten to fold the City and County zoning ordinances together. As part of this effort, the State Street (SSC) Zone was created and given the following goals:

A. Facilitate transition of the State Street corridor from underdeveloped commercial parcels to a more vibrant mix of commercial and residential uses;
B. Provide an identifiable entry corridor for the city;
C. Assure and enhance the investment of State Street property owners;
D. Promote economic development;
E. Protect surrounding neighborhoods from the potential adverse effects of more intense land uses; and
F. Require thematic landscaping to provide a distinctive visual quality to the area.

Consistent with these goals, the SSC Zone was written to encourage mixed-use development. However, while reviewing the current ordinance language at the request of a potential developer, Staff determined the Zone does not establish a minimum parking requirement for the residential component of a mixed-use project, a standard seen in almost all the City's other zones. In combination with the other standards in the Zone, this could lead to projects that provide inadequate parking and significant impacts on the public street network and adjacent properties/neighborhoods, both of which would be inconsistent with the goals of the Zone.

In cases where there is a compelling, countervailing public interest, both the Midvale City Municipal Code and Utah Code allow the City to adopt an emergency or temporary zoning ordinance, effective for no longer than 6 months, without going through the typical ordinance amendment process. To avoid the potential negative outcomes associated with a mixed-use project with no residential parking standard, Staff has prepared a temporary ordinance that would establish a parking calculation for residential uses as follows:

- 1.5 spaces per 1-bedroom unit;

- 2 spaces per 2-bedroom unit;
- 2.5 spaces per 3-bedroom unit and greater; and
- 1 space per every 4 units for guest parking

This calculation matches the highest calculation used in the current zoning ordinance, that of the RM-25 zone, while still retaining the other existing parking- and mixed-use-related requirements in the SSC Zone. Placing this temporary ordinance into effect would allow Staff time to develop parking standards appropriate for the project types intended for the State Street corridor and have those standards considered by the Planning Commission and City Council through the typical ordinance amendment process.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance No. 2020-O-08, an ordinance establishing temporary land use regulations regarding parking for mixed-use developments in the State Street (SSC) Zone, as presented.

RECOMMENDED MOTION:

> *"I move that we adopt Ordinance No. 2020-O-08, an ordinance establishing temporary land use regulations regarding parking for mixed-use developments in the State Street (SSC) Zone, as presented."*

ATTACHMENTS:

- Ordinance No. 2020-O-08

ORDINANCE NO. 2020-O-08

AN ORDINANCE ESTABLISHING TEMPORARY LAND USE REGULATIONS REGARDING PARKING FOR MIXED-USE DEVELOPMENTS IN THE STATE STREET (SSC) ZONE.

WHEREAS, pursuant to Section 10-9a-504 Utah Code Annotated, Midvale City ("the City") may, without prior consideration of or recommendation from the planning commission, enact an ordinance establishing a temporary land use regulation for any part or all of the area within the municipality if the City Council makes a finding of compelling, countervailing public interest; and

WHEREAS, Chapter 17-7-7 of the Midvale City Municipal Code ("the Code") establishes the State Street ("SSC") Zone with goals to "facilitate transition of the State Street corridor from underdeveloped commercial parcels to a more vibrant mix of commercial and residential uses," "assure and enhance the investment of State Street property owners," and "protect surrounding neighborhoods from the potential adverse effects of more intense land uses"; and

WHEREAS, the SSC Zone does not adequately address how to regulate parking for residential components of mixed-use developments; and

WHEREAS, allowing mixed-use developments to occur without adequate parking regulations would result in deleterious impacts to the prosperity, comfort, and convenience of the City's residents including, but not limited to: overflow of on-street parking into nearby neighborhoods, blocking of access to existing residences and businesses, the creation of unsafe routes for pedestrians and bicyclists, and restriction of emergency response vehicle and personnel access; and

WHEREAS, the City Council desires to foster new development on State Street that meets the goals and purpose of the SSC Zone.

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

Section 1. Finding of compelling, countervailing public interest.

A. The lack of adequate parking regulation for residential components of mixed-use projects could lead to projects that are fundamentally incompatible with the purpose of the SSC Zone because of their potential to result in overflow of on-street parking into nearby neighborhoods, blocking of access to existing residences and businesses, the creation of unsafe routes for pedestrians and bicyclists, and restriction of emergency response vehicle and personnel access.
B. The foregoing constitutes a compelling, countervailing public interest which

justifies the temporary land use regulation set forth in the Section 3 below.

Section 2. Balancing of Public vs. Private Interests. The City Council finds that the effect of this temporary land use regulation on owners of private property, who might submit applications for mixed-use projects under the SSC Zone, is outweighed by the public interest in maintaining the desired character of development in the SSC Zone within Midvale City.

Section 3. Temporary Zoning Regulation. From the effective date of this ordinance and during the period of this temporary land use regulation, mixed-use projects shall be required to provide parking spaces according to the following calculation:

- 1.5 spaces per 1-bedroom unit;
- 2 spaces per 2-bedroom unit;
- 2.5 spaces per 3-bedroom unit and greater; and
- 1 space per every 4 units for guest parking

All other parking-related requirements in the SSC Zone shall remain in effect as currently adopted.

Section 4. Duration. This temporary land use regulation shall remain in effect for a period of six (6) months from the effective date of this ordinance or until the effective date of a City Council action adopting revisions to address parking standards in Chapter 17-7-7 of the Code, whichever occurs first.

Section 5. Effective date. This ordinance shall become effective immediately upon passage.

PASSED AND APPROVED this ____ day of _____, 20__.

_____
Robert Hale, Mayor

ATTEST:

_____
Rori Andreason, MMC
City Recorder

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

Date of first publication: _____

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: May 19, 2020

ITEM TYPE: Discussion

SUBJECT: Proposed Fee Schedule for Fiscal Year 2021

SUBMITTED BY: Kyle Maurer, Administrative Services Director

SUMMARY:
Staff is proposing a few fee schedule changes for fiscal year 2021. The proposed changes are as follows:

Sanitation

- Garbage and recycling increase of 10% (Garbage-From $9.62 per month to $10.58 per month; Recycling-From $3.28 per month to $3.61 per month).
- Dumpster rental increase from $200 to $206.20 (3.1% increase; pass-through CPI increase from ACE).

Fee increases are needed to ensure the Sanitation fund remains solvent. Both Trans-Jordan and ACE Disposal has implemented fee increases.

PLAN COMPLIANCE: N/A

FISCAL IMPACT:
Sanitaiton Fund–Increase of revenues of $114,837 for garbage and recycling services; increase of $300 for dumpsters.

STAFF'S RECOMMENDATION AND MOTION:
For discussion only. Staff will recommend approval of the fee schedule at the June 16, 2020, City Council meeting.

Attachments:
Proposed fee schedule for fiscal year 2021.

MIDVALE CITY
FISCAL YEAR 2020 FEE SCHEDULE

DESCRIPTION	CURRENT FY2020	PROPOSED CHANGES FY2021
Administrative Fees		
Return Check (NSF, etc.)	$30	
Animal Control Fees: Refer to the latest fee schedule adopted by Salt Lake County Animal Services		
Building Permit Fees		
From $0 to $100,000 Valuation	$48 + $9.30 per $1,000 (or fraction thereof) in Valuation	
From $100,001 to $125,000 Valuation	$978 for First $100,000 + $14 per Additional $1,000 (or fraction thereof)	
From 125,001 to $150,000 Valuation	$1,328 for First $125,000 + $10.10 per Additional $1,000 (or fraction thereof)	
From $150,001 to $200,000 Valuation	$1,580 for First $150,000 + $7 per Additional $1,000 (or fraction thereof)	
From $200,001 to $600,000 Valuation	$1,930 for First $200,000 + $5.60 per Additional $1,000 (or fraction thereof)	
From $600,001 to $1,100,000 Valuation	$4,170 for First $600,000 + $4.75 per Additional $1,000 (or fraction thereof)	
From $1,100,001 to $4,999,000 Valuation	$6,545 for First $1,100,000 + $3.65 per Additional $1,000 (or fraction thereof)	
Over $4,999,001 Valuation	$20,776.35 for First $4,999,000 + $1.00 Per Additional $1,000 (or fraction thereof)	
Plan Check Fee	65% of Building Fee	
Electrical Fee	5% of Building Fee	
Mechanical Fee	5% of Building Fee	
Plumbing Fee	5% of Building Fee	
Surcharge	1% of the sum of Building, Electrical, Mechanical, and Plumbing Fees	
Pre-Plan Check Fees (credited towards building permit fee; non-refundable after commencement of plan review		
Less than $100,000 valuation	$0	
$100,000 - $300,000 valuation	$200	
$300,000 - $500,000 valuation	$1,000	
$500,000 - $1,000,000 valuation	$2,000	
$1,000,000 - $10,000,000 valuation	$5,000	
Greater than $10M valuation	$10,000	
Over the Counter Permit Fees		
Furnace	$35 mechanical fee + 0.35 surcharge	
A/C	$35 mechanical fee + 0.35 surcharge	
Furnace and A/C	$48 mechanical fee + 0.48 surcharge	
Water Heater	$25 plumbing fee + 0.28 surcharge	
Service Charge	$47 electrical fee + 0.47 surcharge	
Demo	$47 building permit fee	
Window	$47 building permit fee	
Building Rental Fees		
Alexander Dahl Community Room	$200 Security Deposit	
Rental Fee up to 4 hour usage	$120 plus employee overtime (dependent upon employee pay rate)	
Rental Fee for 4.5 hour usage and above	Additional $120 plus employee overtime (dependent upon employee pay rate)	
ADDITIONAL FEES MAY APPLY	See Use Agreement	
Midvale Community Center	$200 Security Deposit	
Rental Fee up to 4 hour usage	$120 plus employee overtime (Dependent upon employee pay rate)	
Rental Fee for 4.5 hour usage and above	Additional $120 plus employee overtime (Dependent upon employee pay rate)	
ADDITIONAL FEES MAY APPLY	See Use Agreement	
Bingham Junction Park Pavilion		
Half Day 10am to 4 pm - Resident or Midvale Business	$25	
Half Day 10 am to 4 pm - Non-Resident or Non-Midvale Business	$50	
Full Day - Resident or Midvale Business	$40	
Full Day - Non-Resident or Non-Midvale Business	$80	
City Park Bowery		
Resident	$150	
Non-Resident	$200	
Auditorium Performing Arts Center (Arts Council)		
Resident	$500 Deposit - $75/day plus any departmental impact fees	
Non-Resident	$500 Deposit - $125/day plus any departmental impact fees	
City Park Amphitheater (Arts Council)		
Resident	$500 Deposit - $150/day plus any departmental impact fees	
Non-Resident	$500 Deposit - $200/day plus any departmental impact fees	
Business License Fees		
Home Occupation Base Fee	$94	
Commercial Business Base Fee	$137	
Commercial, Home Occupation and Rental Renewal	$19	
Non-Rental Renewal	$19	
Rental Base Fee	$143	
Rental Renewal	$102	
Good Landlord Single Family Non-participatory (per door)	$80	
Good Landlord Single Family Non-participatory - Renewal (per door)	$80	
Good Landlord Duplex Non-participatory (per door)	$42	
Good Landlord Duplex Non-participatory - Renewal (per door)	$42	
Good Landlord Apartments 3+ Non-participatory (per door)	$33	
Good Landlord Apartments 3+ Non-participatory - Renewal (per door)	$33	
Good Landlord Participating (per door, all)	$7	
Good Landlord Participating - Renewal (per door, all)	$7	
Beauty Salon Booth Rental	$68	
Mass Gathering	$20	
Itinerant Merchant Base Fee	$100	
Solicitor	$45	
SOB/Escort	$84.00 each principal, escort, driver, or bodyguard - Requires Background	
Other Variable Fees: (in addition to base)		
Alcohol Establishment	$300	
Alchol - Single Event	$25	
Bar/Lounge	$215	
Big Box Retail	$400	
Commercial Retail	$110	
Convenience/Gas	$100	
Construction/Contractor	$50	
Education	$500	
Food Truck	$25	
Health	$500	
Hotels	$180	
Pawn Shop	$400	

MIDVALE CITY FISCAL YEAR 2020 FEE SCHEDULE		
DESCRIPTION	**CURRENT FY2020**	**PROPOSED CHANGES FY2021**
Personal Services	$50	
Professional Services	$30	
Rental Units	$83	
Restaurant	$300	
Storage Units	$330	
Taxi	$60 per vehicle	
Tobacco	$22	
Business Bonding Fees		
Christmas tree sales	$200	
Auctions and auctioneers	$1,000	
Pawn shops, secondhand dealers	$1,000	
	$1,000,000 bodily injury (per person and per occasion)	
Public recreation	$1,000,000 property damage	
Fireworks	$1,000	
Sexually oriented businesses	$2,000 (replenishable)	
Cemetery Fees		
Sale Price of Burial Lots:		
Resident	$650	
Non-Resident	$1,200	
Sale Price of Cremation Lots:		
Resident	$325	
Non-Resident	$600	
Cost of Grave Opening and Closings:	Weekdays Weekends/Holidays	
Adult	$750 $900	
Infant	$200 $400	
Cremains	$150 $350	
Reopening of Graves and Removing Caskets:		
Reopening	$600	
Removing	$300	
Code Enforcement		
Occupancy violation	Civil Fee per Day, First Offense - $25 per person	
	First Offense, Maximum Civil Fee - $1,250 per person	
	Civil Fee per Day, Second Offense - $50 per person	
	Second Offense, Maximum Civil Fee - $2,500 per person	
Illegal accessory dwelling	Civil Fee per Day, First Offense - $25	
	First Offense, Maximum Civil Fee - $1,250	
	Civil Fee per Day, Second Offense - $50	
	Second Offense, Maximum Civil Fee - $2,500	
Junked or inoperable vehicles	Civil Fee per Day, First Offense - $30 per vehicle	
	First Offense, Maximum Civil Fee - $1,500 per vehicle	
	Civil Fee per Day, Second Offense - $60 per vehicle	
	Second Offense, Maximum Civil Fee - $3,000 per vehicle	
Trash, junk, miscellaneous used materials	Civil Fee per Day, First Offense - $30	
	First Offense, Maximum Civil Fee - $1,500	
	Civil Fee per Day, Second Offense - $60	
	Second Offense, Maximum Civil Fee - $3,000	
Weeds	Civil Fee per Day, First Offense - $30	
	First Offense, Maximum Civil Fee - $1,500	
	Civil Fee per Day, Second Offense - $60	
	Second Offense, Maximum Civil Fee - $3,000	
Landscaping	Civil Fee per Day, First Offense - $30	
	First Offense, Maximum Civil Fee - $1,500	
	Civil Fee per Day, Second Offense - $60	
	Second Offense, Maximum Civil Fee - $3,000	
Signs	Civil Fee per Day, First Offense - $30	
	First Offense, Maximum Civil Fee - $1,500	
	Civil Fee per Day, Second Offense - $60	
	Second Offense, Maximum Civil Fee - $3,000	
Fences	Civil Fee per Day, First Offense - $30	
	First Offense, Maximum Civil Fee - $1,500	
	Civil Fee per Day, Second Offense - $60	
	Second Offense, Maximum Civil Fee - $3,000	
Dumping	Civil Fee per Day, First Offense - $30	
	First Offense, Maximum Civil Fee - $1,500	
	Civil Fee per Day, Second Offense - $60	
	Second Offense, Maximum Civil Fee - $3,000	
No building permit; no business license	Civil Fee per Day, First Offense - $30	
	First Offense, Maximum Civil Fee - $1,500	
	Civil Fee per Day, Second Offense - $60	
	Second Offense, Maximum Civil Fee - $3,000	
Home Occupation	Civil Fee per Day, First Offense - $30	
	First Offense, Maximum Civil Fee - $1,500	
	Civil Fee per Day, Second Offense - $60	
	Second Offense, Maximum Civil Fee - $3,000	
Parking	Civil Fee per Day, First Offense - $30	
	First Offense, Maximum Civil Fee - $1,500	
	Civil Fee per Day, Second Offense - $60	
	Second Offense, Maximum Civil Fee - $3,000	

MIDVALE CITY
FISCAL YEAR 2020 FEE SCHEDULE

DESCRIPTION	CURRENT FY2020	PROPOSED CHANGES FY2021
Nuisances, as defined	Civil Fee per Day, First Offense - $30	
	First Offense, Maximum Civil Fee - $1,500	
	Civil Fee per Day, Second Offense - $60	
	Second Offense, Maximum Civil Fee - $3,000	
Nonpermitted Uses	Civil Fee per Day, First Offense - $50	
	First Offense, Maximum Civil Fee - $5,000	
	Civil Fee per Day, Second Offense - $100	
	Second Offense, Maximum Civil Fee - $10,000	
Failure to comply with board of adjustment, planning commission, or hearing examiner order	Civil Fee per Day, First Offense - $30	
	First Offense, Maximum Civil Fee - $3,000	
	Civil Fee per Day, Second Offense - $60	
	Second Offense, Maximum Civil Fee - $6,000	
Inspection fee for each subsequent event	$30	
Violation of Chapter 5.32, Tenant Application Fees	$100 for initial violation	
	$200 for additional violations	
Community Development Fees (Includes Engineering Fees)		
Preliminary Subdivision*	2 Lots $570	
	3 Lots $900	
	>3 Lots $900 + $5 per lot over 3	
Final Subdivision*	2 Lots $600	
	3 Lots $1,270	
	>3 Lots $1,270 + $10 per lot over 3	
MPD Preliminary	1-3 Acres $730	
	3-6 Acres $780	
	6+ Acres $830	
MPD Final	1-3 Acres $850	
	3-6 Acres $950	
	6+ Acres $1,050	
Small Scale Master Plan	1-3 Acres $850	
	3-6 Acres $950	
	6+ Acres $1,050	
Large Scale Master Plan	1-3 Acres $750	
	3-6 Acres $780	
	6+ Acres $830	
Rezone	£ 1 Acre $665	
	1-5 Acres $765	
	>5 Acres $865	
Conditional Use Permit	$250	
Administrative Conditional Use	$250	
Administrative Conditional Use - Chickens; Apiaries	$75	
Preliminary Site Plan	$640	
Final Site Plan	$1,090	
Preliminary Condominium	£ 3 Units $900	
	> 3 Units $900 + $5 per unit over 3	
Final Condominium	£ 3 Units $1,270	
	> 3 Units $1,270 + $10 per unit over 3	
Development Agreement	$1,000	
Lot Line Adjustment	$125	
Sign Permit	Based on Sign Value Per Resolution 2/26/02C	
Temporary Sign Permit	$10	
Text Amendment	$630	
Property Vacation	$1,000	
Appeal	$500	
Variance	$400	
*More than one plat will result in an additional per plat charge of $250		
Court Fees		
Traffic School	$25	
Small Claims	As per State approved rates	
Copy Charge per page	$0.25	
Certified Copy of Court Documents	$4 plus $0.50 per page	
Criminal Background Checks	$10	
Convenience Fee for Online Payments	$2.50 per transaction	
Audio Tape	$10	
Election Fees		
Declaration of Candidacy for Mayor	$50	
Declaration of Candidacy for City Council	$25	
Executive Department		

MIDVALE CITY
FISCAL YEAR 2020 FEE SCHEDULE

DESCRIPTION	CURRENT FY2020	PROPOSED CHANGES FY2021
Records Request	$0.25 per copy + time for research + postage (including reasonable attorney's fees for services rendered in responding to the request)	
Copy Charge per page	$0.25	
Copy of Recording (CD)	$5 per CD	
Notary	$5 for Non-City Related Business	
Copies of Maps 24 X 36 Color	$5	
Copies of Maps 24 X 36 Black & White	$3	
Right-of-Way Occupancy Permits		
In-Strand Antenna (Each)	$100	
Small Wireless Facility (Each)	$100	
Utility Pole (Each)	$250	
Equipment (Per Piece)	$100	
Macrocell or Utility Pole over 50 feet in height (Each)	$1,000	
Road Cuts		
Base Fee	$250	
Excavation in new or newly rebuilt/overlaid road (<5 years old)	$0.50/sf	
Excavation in all other roads, concrete surfaces, or unpaved areas	$0.25/sf	
Boring	$0.50/lf	
Bond	$5,000	
Sewer Rates		
Residential/Commercial/Industrial		
Single Dwelling		
Base fee	$24.98	
Usage fee per 1,000 gallons of average winter water usage	$2.10	
Multi Dwelling		
Base fee - First Unit	$24.98	
Additional Unit (Each)	$20.76	
Usage fee per 1,000 gallons of average winter water usage	$2.10	
Lifeline discount of 45% available on base fee if qualified for Salt Lake County Circuit Breaker property tax relief		
Sewer Connection Fees all areas		
4" Connection		
First Unit	$500	
Second Unit	$200	
6" Connection		
First Unit	$700	
Second Unit	$200	
Storm Water		
Equivalent Residential Unit (ERU) (3,000 square feet)	$9 per month	
Lifeline discount of 45% available if qualified for Salt Lake County Circuit Breaker property tax relief		
Single family residential and duplex parcels constitute one ERU. No charges apply to undeveloped parcels. Charge for all other parcels is computed by multiplying the total ERUs for a parcel by the monthly rate. Total ERUs are calculated by dividing total square feet of impervious surface by three thousand square feet (one ERU). A service charge credit is available for non-single family residential customers that exceed the city's stormwater development standards and/or reduce the city's downstream costs in providing stormwater capacity.		
Waste Collection Fees		
First Can	$9.62 per month	$10.58 per month
Recycling	$3.28 per month	$3.61 per month
Lifeline discount of 45% available if qualified for Salt Lake County Circuit Breaker property tax relief		
Each additional can	$9.62 month (not subject to Circuit Breaker)	$10.58 per month (not subject to Circuit Breaker)
Bulky Waste Dumpster	$200 ($150 deposit may be required)	$206.20 ($150 deposit may be required)
Green Waste Dumpster	$180 ($150 deposit may be required)	~~$180 ($150 deposit may be required)~~ Removed
Water Rates		
Area # 1		
Residential/Commercial/Industrial		
Base rate by meter size:		
3/4"	$18.01	
1"	$25.21	
1.5"	$32.41	
2"	$52.21	
3"	$198.05	
4"	$252.05	
6"	$378.05	
Usage fee per 1,000 gallons		
Peak (June-September)	$1.78 (not subject to Circuit Breaker)	
Off-peak (October - May)	$1.24 (not subject to Circuit Breaker)	
Lifeline discount of 45% available on base fee if qualified for Salt Lake County Circuit Breaker property tax relief		
Fireline service	$10.15 per month	
Area # 2		
Residential/Commercial/Industrial		
Base rate by Meter size:		
3/4"	$20.59	
1"	$28.81	
1.5"	$37.05	
2"	$59.70	
3"	$226.40	
4"	$288.16	
6"	$432.23	
Usage fee per 1,000 gallons		
Peak (June-September)	$1.87 (not subject to Circuit Breaker)	

MIDVALE CITY FISCAL YEAR 2020 FEE SCHEDULE		
DESCRIPTION	**CURRENT FY2020**	**PROPOSED CHANGES FY2021**
Off-peak (October - May)	$1.29 (not subject to Circuit Breaker)	
Lifeline discount of 45% available on base fee if qualified for Salt Lake County Circuit Breaker property tax relief		
Fireline service	$10.15 per month	
Area # 3		
Residential/Commercial/Industrial		
Base rate by Meter size:		
3/4"	$21.67	
1"	$30.33	
1.5"	$39.01	
2"	$62.82	
3"	$238.28	
4"	$303.26	
6"	$454.91	
Usage fee per 1,000 gallons		
Peak (June-September)	$1.87 (not subject to Circuit Breaker)	
Off-peak (October - May)	$1.29 (not subject to Circuit Breaker)	
Lifeline discount of 45% available on base fee if qualified for Salt Lake County Circuit Breaker property tax relief		
Fireline service	$10.15 per month	
Water Connection Fees - All Areas		
3/4"	$1,660	
1"	$1,970	
1 1/2" & Up	$180 inspection fee	
Fire Service	$250 inspection fee	
Other Utility Service Charges (Includes Sewer, Storm Water, Waste Collection, and Water)		
Late fees	5% of outstanding balance per month	
Meter reset fee	$50	
Meter tampering fee	$50 first offense, $100 second offense, $50 addt'l each subsequent offense	
Account set-up or transfer fee	$15	
Reconnect following shut-off	$50	
Collection Agency fee	35% of outstanding balance	
Return Check (NSF, etc.)	$30	
Telephone Payment Convenience Fee	$3	
Construction Meter Deposit	$1,550	
Construction Water Use	$3.50 per 1,000 gallons of hydrant water ($50 minimum)	
Streetlighting		
Residential	$3/month	
Commercial	$9/month	

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: May 19, 2020

ITEM TYPE: Discussion

SUBJECT: Budget Opening # 2 for Fiscal Year 2020

SUBMITTED BY: Kyle Maurer, Administrative Services Director

SUMMARY:
Staff will discuss proposed amendments to the fiscal year 2020 budget for the General Fund, Capital Projects Fund, Water Fund, and Fleet Fund.

General Fund – Reallocation of merit, benefit, and selective salary increases to the correct departments. When the fiscal year 2020 budget was approved, these increases were budgeted in the Employee Services department for reallocation at a later date. Due to the retirement of an employee, and other personnel changes made in fiscal year 2020 (including budgeting for the fiscal year end payroll accrual), an additional $61,369 is required to fully fund expected payroll through the end of the year. This difference will be covered through expenditure savings.

Due to the current economic environment, it is necessary to adjust the current budget on many General Fund revenue sources. These adjustments are being offset with department expenditure reductions. In addition, staff proposes eliminating the General Fund transfer to Capital Projects for pavement management, curb & gutter, and sidewalk repair ($400,000). These funds will be replaced with Transportation Sales Tax. Of note, the City had budgeted Code Enforcement services twice – In the Public Safety and Code Enforcement budgets. The Code Enforcement budget is proposed to be removed.

The Parks & Cemetery division received $8,775 in insurance proceeds related to the break in at the Cemetery. Staff proposes using these funds to replace stolen items.

The City received a TIGER grant in 2018, which was used to construct a pedestrian crossing on Center Street (adjacent to the TRAX crossing). To complete this project, Salt Lake County awarded the City $375,000 in Transportation Funds (TIGER grant funds were not sufficient to complete the project). Staff proposes recording the funds in the General Fund, with a corresponding transfer to the Capital Projects fund (where the project expense is being recorded).

On May 7, 2019, the City Council approved Resolution 2019-R-15, which allowed for the replacement of a HVAC unit on the Unified Police Department (UPD) building. The invoice was received in July 2019 and was not included in the fiscal year 2020 budget. Staff proposes increasing the Building Improvements budget by $76,225 (the total cost of the HVAC unit was $108,737).

Staff discovered the Urban Wildlife Contract ($8,193) was not budgeted in the fiscal year 2020 budget. In addition, the City has been carrying a receivable from Midvale CBC (Community Building Community) created in fiscal year 2016. Revenue was received in a different fund in a prior year. A budget amendment is proposed to write off this receivable.

Upon direction from the City Council, the City is engaged in a Police Services Analysis to be performed by Lewis Young Robertson & Burningham (LYRB). An increase to Professional Services of $18,000 is proposed in the Public Safety Department to complete this project ($15,575 contract plus contingency).

In the January 7, 2020 Council Meeting, the City Council gave support for the Boys & Girl's Club roof replacement project. A $10,000 grant is included in the amendments. Finally, a correction is needed from the first budget amendment – A "contribution to" fund balance should have reduced a previously recorded "use of" fund balance.

Due to budget reduction measures, the City is proposing to reduce planned fund balance usage from $166,611 to $51,700 ($114,911 difference).

Capital Projects Fund – Due to budget reduction measures undertaken in the General Fund to balance expected revenue decreases, staff proposes eliminating the $400,000 General Fund contribution for Pavement Management, Safe Sidewalks, and Curb & Gutter replacements. These projects are proposed to be funded with Transportation Sales Tax. An additional $267,681 is proposed to be added to Pavement Management.

Resolution 2020-R-09 was passed by the City Council on February 18, 2020, specifying the terms of disposal of a surplus piece of property. These terms included allocating proceeds to the City's pavement management program. A budget amendment is proposed for $46,297 (actual amount received) to accomplish this.

The City was awarded a $150,000 Community Development Block Grant (CDBG) to be used for ADA ramps. Staff proposes a total budget of $232,192 (CDBG plus City portion) with corresponding grant revenue. Pavement Management funds will be used to make up the difference. Any unspent City portion of the grant will be returned to Pavement Management.

The City Council passed Resolution 2020-R-03 authorizing a loan agreement with the state (UDOT) and the City. These funds will be passed through to the developer of a parking structure in the Bingham Junction project area. A budget amendment is proposed for $3,500,000 to recognize the income received and payment to the developer. In addition, two projects were substantially completed in fiscal year 2020, but had small expenses carry over into fiscal year 2020 ($2,201). This small amount is proposed to be covered by interest earnings that have exceeded budgeted expectations.

As discussed under the General Fund section, the City was awarded $375,000 in Salt Lake County Transportation Funds. These funds will be used for the crosswalk on Center St partially funded by the TIGER Grant. A transfer in to Capital Projects and a corresponding expense is proposed to be recognized.

Finally, a number of change orders have been needed on the Community Center project. This is mainly due to unforeseen expenses related to multiple additions having been previously done on the building. The current budget does not include a contingency, thus necessitating a budget adjustment. Staff proposes moving $100,000 from the Midvale Park Improvements budget to the Community Center project.

Water Enterprise Fund – The fiscal year 2020 budget includes a vehicle for the Water department. Internal discussions with Finance staff led to a preference of budgeting this expense out of the Fleet Fund. A transfer out of the Water Fund and into the Fleet Fund is proposed.

Fleet Internal Service Fund – A vehicle budgeted for in the Water Fund is proposed to be purchased out of the Fleet Fund. A transfer out of the Water Fund and into the Fleet Fund is proposed to fund this expenditure.

PLAN COMPLIANCE: N/A

FISCAL IMPACT:
General Fund – Decrease in revenue and planned fund balance usage $449,473; decrease in expenditures, fund balance contribution, and transfers out $449,473.

Capital Projects Fund – Net increase in revenues and transfers in $4,341,179; net increase in expenditures $4,341,179.

Fleet Fund – Increase in transfers in $35,000, increase in water vehicle purchases $35,000.

City-wide increase in revenue and expense: $3,926,706.

STAFF'S RECOMMENDATION AND MOTION:
For discussion only. Staff will recommend approval of the amendments at the June 2, 2020, City Council meeting.

Attachments:
Proposed amendments to the General Fund, Capital Projects Fund, Water Fund, and Fleet Fund.

General Fund

	April 2020 Actuals YTD	2020 Budget	Proposed Amendments Increase	Proposed Amendments Decrease	Ending Budget
Revenues	17,992,281	22,455,044	580,461	806,834	22,228,671
Expenditures	(15,635,442)	(19,640,850)	695,605	1,011,889	(19,324,566)
Transfers	(1,092,750)	(2,980,805)	375,000	400,000	(2,955,805)
Use of Fund Balance	-	166,611	-	114,911	51,700
	$ 1,264,089	**$ -**	**$ 1,651,066**	**$ 2,333,634**	**$ -**

Capital Projects Fund

	April 2020 Actuals YTD	2020 Budget	Proposed Amendments Increase	Proposed Amendments Decrease	Ending Budget
Revenues	580,715	40,000	866,179		906,179
Expenditures	(4,995,936)	(8,565,605)	923,371	82,192	(9,406,784)
Transfers	455,250	2,130,805	375,000	400,000	2,105,805
Loan Proceeds	-	-	3,500,000		3,500,000
Developer Loan	-	-		3,500,000	(3,500,000)
Use of Fund Balance	-	6,394,800			6,394,800
	$ (3,959,971)	**$ -**	**$ 5,664,550**	**$ 3,982,192**	**$ -**

Water Enterprise Fund

	April 2020 Actuals YTD	2020 Budget	Proposed Amendments Increase	Proposed Amendments Decrease	Ending Budget
Revenues	4,374,471	5,350,400	-	-	5,350,400
Expenditures-Operating	(2,621,158)	(3,342,600)	-	-	(3,342,600)
Expenditures-Capital	(1,205,699)	(1,896,150)	-	35,000	(1,861,150)
Debt Service	(1,556,081)	(1,564,500)	-	-	(1,564,500)
Transfers	-	-	35,000	-	(35,000)
Use of Fund Balance		1,452,850	-	-	1,452,850
	$ (1,008,467)	**$ -**	**$ 35,000**	**$ 35,000**	**$ -**

Fleet Internal Service Fund

	April 2020 Actuals YTD	2020 Budget	Proposed Amendments Increase	Proposed Amendments Decrease	Ending Budget
Revenues	726,788	1,008,600			1,008,600
Expenditures-Operating	(293,913)	(374,850)			(374,850)
Expenditures-Capital	(196,859)	(358,900)	35,000		(393,900)
Transfers	-	-	35,000		35,000
Use of Fund Balance	-	(274,850)			(274,850)
	$ 236,016	**$ -**	**$ 70,000**	**$ -**	**$ -**

MIDVALE CITY CORPORATION - BUDGET OPENING # 2 - FY 2020

Description	Revenue	GL Acct Number	Expenditure	GL Acct Number
	GENERAL FUND			
Allocation of Salary Increases				
Merit Increases - Unallocated			$ (107,200)	10-4152-627-000
Benefit Increases - Unallocated			(52,400)	10-4152-628-000
Selective Salary Increases - Unallocated			(143,700)	10-4152-629-000
Mayor and City Council - Salary Adjustments			3,714	10-4111-110-000
Mayor and City Council - Benefit Adjustments			17,506	10-4111-130-000
Administration - Salary Adjustments			31,130	10-4131-110-000
Administration - Benefit Adjustments			1,585	10-4131-130-000
Justice Court - Salary Adjustments (Full-Time)			25,886	10-4120-110-000
Justice Court - Salary Adjustments (Part-Time)			(10,385)	10-4120-120-000
Justice Court - Benefit Adjustments			32,796	10-4120-130-000
Human Resources - Salary Adjustments			2,621	10-4134-110-000
Human Resources - Benefit Adjustments			1,158	10-4134-130-000
Information Technology - Salary Adjustments			20,733	10-4136-110-000
Information Technology - Benefit Adjustments			25,126	10-4136-130-000
Administrative Services - Salary Adjustments			8,620	10-4140-110-000
Administrative Services - Benefit Adjustments			6,748	10-4140-130-000
Finance - Salary Adjustments			10,909	10-4141-110-000
Finance - Benefit Adjustments			13,990	10-4141-130-000
City Recorder - Salary Adjustments			6,201	10-4144-110-000
City Recorder - Benefit Adjustments			1,100	10-4144-130-000
City Attorney - Salary Adjustments			22,138	10-4145-110-000
City Attorney - Benefit Adjustments			14,788	10-4145-130-000
Community & Intergov Relations - Salary Adjustments			2,031	10-4151-110-000
Community & Intergov Relations - Salary Adjustments			(1,011)	10-4151-120-000
Community & Intergov Relations - Benefit Adjustments			1,435	10-4151-130-000
Building & Grounds - Salary Adjustments			19,782	10-4160-110-000
Building & Grounds - Benefit Adjustments			14,413	10-4160-130-000
Streets - Salary Adjustments			15,566	10-4410-110-000
Streets - Benefit Adjustments			14,442	10-4410-130-000
Engineering - Salary Adjustments			10,177	10-4412-110-000
Engineering - Benefit Adjustments			(4,116)	10-4412-130-000
Public Works Admin - Salary Adjustments (Full-Time)			(27,770)	10-4450-110-000
Public Works Admin - Salary Adjustments (Part-Time)			2,690	10-4450-120-000
Public Works Admin - Benefit Adjustments			21,483	10-4450-130-000
Parks and Cemetery - Salary Adjustments			24,325	10-4510-110-000
Parks and Cemetery - Benefit Adjustments			690	10-4510-130-000
Planning and Zoning - Salary Adjustments			50,196	10-4610-110-000
Planning and Zoning - Benefit Adjustments			9,864	10-4610-130-000
Community Development Admin - Salary Adjustments			(33,318)	10-4620-110-000
Community Development Admin - Benefit Adjustments			(26,791)	10-4620-130-000
Business License - Salary Adjustments			27,355	10-4630-110-000
Business License - Benefit Adjustments			6,862	10-4630-130-000
Revenue and Expenditure Reductions				
General Fund				
Property Tax	(153,450)	10-3110-000-000		
Delinquent/Surplus Property Tax	4,500	10-3120-000-000		
Sales Tax	(72,241)	10-3130-000-000		
Franchise Tax	(75,145)	10-3140-000-000		
Telecommunications Tax	(44,976)	10-3140-100-000		
Transient Room Tax	(54,986)	10-3150-000-000		
Motor Vehicle in Lieu	238	10-3170-000-000		
Business Licenses	(27,780)	10-3210-000-000		
Building Permits	6,837	10-3221-000-000		
Road Cut Fees	17,591	10-3226-000-000		
ROW Occupancy Permits	5,000	10-3227-000-000		
Sign Fees	(800)	10-3229-000-000		
B&C Road Funds	(203,724)	10-3356-000-000		
Liquor Allotment	(3,876)	10-3358-000-000		
State Homeless Grant	73,100	10-3360-000-000		
Zoning & Development Fees	(23,000)	10-3413-000-000		
Plan Check Fees	(40,000)	10-3414-000-000		
Notary/Background Check Fees	(485)	10-3419-000-000		

MIDVALE CITY CORPORATION - BUDGET OPENING # 2 - FY 2020

Description	Revenue	GL Acct Number	Expenditure	GL Acct Number
Code Enforcement Fees	(10,000)	10-3445-000-000		
Rents and Concessions	(3,800)	10-3474-000-000		
Credit Card Service Fees	678	10-3475-000-000		
Cemetery Service Fees	1,000	10-3483-000-000		
Harvest Days Activities	(500)	10-3491-400-000		
Fines and Forfeitures	(69,756)	10-3511-000-000		
Bad Debt Collections (Court)	40,000	10-3512-000-000		
Attorney Fees Recovered	(1,000)	10-3513-000-000		
Traffic School	(4,300)	10-3517-000-000		
Interest Revenue	(10,000)	10-3610-000-000		
Interest on Restricted Funds	42,645	10-3610-100-000		
Proceeds From Insurance	97	10-3640-000-001		
Proceeds From Sale of Assets	5,000	10-3640-000-002		
Sundry Revenues	(4,315)	10-3690-000-000		
ULGT Dividend/Grant	(200)	10-3690-100-000		
Donations From Private Parties	(2,500)	10-3870-300-000		
Council and Mayor				
Subscriptions and Memberships			(500)	10-4111-210-000
Travel			(2,000)	10-4111-230-000
Education			(2,015)	10-4111-330-000
Miscellaneous Supplies			(1,000)	10-4111-610-000
Miscellaneous Services			4,700	10-4111-620-000
Justice Court				
Overtime			(200)	10-4120-113-000
Subscriptions and Memberships			(400)	10-4120-210-000
Travel			(3,023)	10-4120-230-000
Communications/Telephone			6	10-4120-290-000
Warrants Enforcement			(10,000)	10-4120-310-100
Judge Pro Tem Fees			(3,700)	10-4120-310-300
Witness Fees			(300)	10-4120-310-500
Bailiff Fees			(11,000)	10-4120-310-600
Interpreter Fees			(2,500)	10-4120-310-700
Juror Fees and Supplies			(1,500)	10-4120-310-800
Education/Training			(1,100)	10-4120-330-000
Miscellaneous Services			(500)	10-4120-620-000
Administration				
Vehicle Allowance			2,677	10-4131-135-000
Subscriptions and Memberships			(400)	10-4131-210-000
Travel			(3,000)	10-4131-230-000
Education/Training			(1,200)	10-4131-330-000
Human Resources				
Subscriptions and Memberships			(1,000)	10-4134-210-000
Public Notices-Job Postings			(2,000)	10-4134-220-000
Travel			(1,200)	10-4134-230-000
Repairs/Maintenance/Supplies			(100)	10-4134-250-000
Education			(2,000)	10-4134-330-000
Miscellaneous Supplies			(400)	10-4134-610-000
Miscellaneous Services			(100)	10-4134-620-000
Information Technology				
Travel			(5,000)	10-4136-230-000
Computer Supplies			19	10-4136-240-400
Internet and Wireless			(6,500)	10-4136-280-100
Communications/Telephone			(3,000)	10-4136-290-000
Professional Services			(300)	10-4136-310-000
Education			4,000	10-4136-330-000
Computer Equipment			(16,150)	10-4136-480-100
Network Equipment			(2,300)	10-4136-480-150
Software			(30,000)	10-4136-480-200
Software Support			(22,500)	10-4136-480-250
Miscellaneous Supplies			107	10-4136-610-000
Administrative Services Administration				
Vehicle Allowance			(2,000)	10-4140-135-000
Subscriptions and Memberships			(200)	10-4140-210-000
Travel			(2,000)	10-4140-230-000

MIDVALE CITY CORPORATION - BUDGET OPENING # 2 - FY 2020

Description	Revenue	GL Acct Number	Expenditure	GL Acct Number
Repairs/Maintenance/Supplies			(200)	10-4140-250-000
Communications/Telephone			(81)	10-4140-290-000
Professional Services			(5,000)	10-4140-310-000
Education			(694)	10-4140-330-000
Miscellaneous Supplies			1,993	10-4140-610-000
Miscellaneous Services			(500)	10-4140-620-000
Finance				
Overtime			30	10-4141-113-000
Subscriptions and Memberships			(200)	10-4141-210-000
Travel			(1,439)	10-4141-230-000
Repairs/Maintenance/Supplies			(1,000)	10-4141-250-000
Education			(2,500)	10-4141-330-000
Miscellaneous Supplies			(100)	10-4141-610-000
Miscellaneous Services			(200)	10-4141-620-000
City Recorder				
Overtime			(200)	10-4144-113-000
Subscriptions and Memberships			(500)	10-4144-210-000
Public Notices			(5,000)	10-4144-220-000
Travel			(1,000)	10-4144-230-000
Communications/Telephone			(535)	10-4144-290-000
Codification			(1,000)	10-4144-310-100
Education			(1,200)	10-4144-330-000
Election Supplies			(14,415)	10-4144-480-000
Miscellaneous Supplies			(300)	10-4144-610-000
Miscellaneous Services			(300)	10-4144-620-000
City Attorney				
Travel			(4,100)	10-4145-230-000
Equipment < $5,000			985	10-4145-260-000
Communications/Telephone			(400)	10-4145-290-000
Professional Services			(6,000)	10-4145-310-000
Education			(1,525)	10-4145-330-000
Miscellaneous Supplies			(700)	10-4145-610-000
Nondepartmental				
Postage			(429)	10-4150-240-100
Bank Charges			(8,000)	10-4150-240-500
Insurance and Surety			(10,000)	10-4150-510-000
Loss Contingency			(10,000)	10-4150-520-000
Miscellaneous Supplies			(500)	10-4150-610-000
Miscellaneous Services			(2,000)	10-4150-620-000
Community/Intergovernmental Relations				
Uniform Allowance			315	10-4151-140-000
Newsletter			2,400	10-4151-310-100
Communications/Telephone			(450)	10-4151-290-000
Professional Services			(5,000)	10-4151-310-000
Public Relations			(2,500)	10-4151-310-700
Cinco de Mayo Celebration			(1,000)	10-4151-480-200
Miscellaneous Supplies			(500)	10-4151-610-000
Miscellaneous Services			(500)	10-4151-620-000
Senior Citizens Miscellaneous			(5,000)	10-4151-620-200
Recreation Activities			(1,400)	10-4151-620-300
Volunteer Appreciation Recognition			(600)	10-4151-620-600
Employee Services				
Drug Screening Services			(1,000)	10-4152-310-300
Education Reimbursement Program			(10,000)	10-4152-330-100
Unemployment Insurance			4,000	10-4152-510-100
Miscellaneous Supplies			(1,500)	10-4152-610-000
Miscellaneous Services			(500)	10-4152-620-000
Harvest Days				
Permits			77	10-4155-210-000
Equipment			1,915	10-4155-250-000
Supplies and Advertising			67	10-4155-255-000
Entertainment			2,424	10-4155-315-000
Parade			(445)	10-4155-317-000
Other Activities			(950)	10-4155-319-000

MIDVALE CITY CORPORATION - BUDGET OPENING # 2 - FY 2020

Description	Revenue	GL Acct Number	Expenditure	GL Acct Number
Facilities				
Uniform Allowance			371	10-4160-140-000
Travel			(500)	10-4160-230-000
Repairs/Maintenance/Supplies			(24,000)	10-4160-250-000
Natural Gas			(4,000)	10-4160-280-200
Professional Services			(500)	10-4160-310-000
Education			(500)	10-4160-330-000
Insurance - Property			(10,000)	10-4160-510-000
Miscellaneous Services			(3,000)	10-4160-620-000
Public Safety				
Communications/Telephone			(2,905)	10-4215-290-000
Unified Police Dept Contract			(248)	10-4215-311-000
Miscellaneous Supplies			(389)	10-4215-610-000
Miscellaneous Services			(500)	10-4215-620-000
Streets Department				
Travel			(2,500)	10-4410-230-000
Repairs/Maintenance/Supplies			(5,000)	10-4410-250-000
Medical & Safety Supplies			(760)	10-4410-250-500
Communications/Telephone			(719)	10-4410-290-000
Education			(2,716)	10-4410-330-000
Salt			7,359	10-4410-410-400
Signage			(500)	10-4410-410-500
Miscellaneous Supplies			500	10-4410-610-000
Engineering				
Uniform Allowance			644	10-4412-140-000
Subscriptions and Memberships			294	10-4412-210-000
Travel			1,000	10-4412-230-000
Communications/Telephone			2,031	10-4412-290-000
Professional Services			(53,354)	10-4412-310-000
Education			(1,300)	10-4412-330-000
Engineering Supplies			(600)	10-4412-480-000
Miscellaneous Supplies			(4,439)	10-4412-610-000
Public Works Administration				
Subscriptions and Memberships			(500)	10-4450-210-000
Travel			(1,670)	10-4450-230-000
Communications/Telephone			(812)	10-4450-290-000
Education			(2,500)	10-4450-330-000
Miscellaneous Supplies			(564)	10-4450-610-000
Parks/Cemetery				
Travel			629	10-4510-230-000
Medical & Safety Supplies			(400)	10-4510-250-500
Electricity			(5,300)	10-4510-280-100
Communications/Telephone			(200)	10-4510-290-000
Education			(200)	10-4510-330-000
Miscellaneous Services			395	10-4510-620-000
Planning and Zoning				
Overtime			(500)	10-4610-113-000
Travel			(2,250)	10-4610-230-000
Professional Services			(70,000)	10-4610-310-000
Education			(1,380)	10-4610-330-000
Miscellaneous Services			(250)	10-4610-620-000
Community Development Administration				
Overtime			(500)	10-4620-113-000
Vehicle Allowance			(3,127)	10-4620-135-000
Subscriptions and Memberships			(500)	10-4620-210-000
Travel			(3,000)	10-4620-230-000
Repairs/Maintenance/Supplies			(100)	10-4620-250-000
Communications/Telephone			546	10-4620-290-000
Professional Services			(10,000)	10-4620-310-000
Education			(100)	10-4620-330-000
Special Development Projects			(5,000)	10-4620-480-000
Economic Development Promotions			(5,000)	10-4620-480-100
Miscellaneous Supplies			300	10-4620-610-000
Code Enforcement				

MIDVALE CITY CORPORATION - BUDGET OPENING # 2 - FY 2020

Description	Revenue	GL Acct Number	Expenditure	GL Acct Number
Benefits			12,000	10-4628-130-000
Subscriptions and Memberships			(200)	10-4628-210-000
Travel			(500)	10-4628-230-000
Communications/Telephone			117	10-4628-290-000
Professional Services (Code Enforcement)			(115,000)	10-4628-310-000
Education			(1,000)	10-4628-330-000
Miscellaneous Services			(1,000)	10-4628-620-000
Business Licensing				
Subscriptions and Memberships			(100)	10-4630-210-000
Travel			(429)	10-4630-230-000
Professional Services			(1,500)	10-4630-310-000
Education			(235)	10-4630-330-000
Miscellaneous Supplies			17	10-4630-610-000
Building Inspection				
Communications/telephone			748	10-4640-290-000
Education			150	10-4640-330-000
Miscellaneous Supplies			69	10-4640-610-000
Miscellaneous Services			(500)	10-4640-620-000
Transfers Out				
Transfers Out to CIP (B&C Road Funds)			(300,000)	10-4830-910-000
Transfers Out to CIP (Other)			(100,000)	10-4830-910-100
Insurance Proceeds-Cemetery Break In				
Proceeds From Insurance	8,775	10-3640-000-001		
Repairs/Maintenance/Supplies (Parks/Cemetery)			8,775	10-4510-250-000
Salt Lake County Transportation Funds - TIGER Crosswalk Grant				
Salt Lake County Transportation Funds	375,000	10-3370-500-000		
Transfer to CIP			375,000	10-4830-910-100
Adjustment-HVAC Roof Replacement				
Building Improvements			76,225	10-4160-720-000
Urban Wildlife Contract Not in Budget				
Animal Control Contract			8,193	10-4215-312-000
Police Department Feasibility Study				
Professional Services			18,000	10-4215-310-000
CBC Receivable Writeoff (Revenue Received in Different Fund)				
Grant to CBC			53,467	10-4151-540-600
Boys & Girls Club Grant for Roof Replacement				
Grant to Boys & Girls Club			10,000	10-4151-540-100
Correction to GL Accounts-First Budget Amendment				
Contribution to Fund Balance			(108,189)	10-4830-910-900
Contribution From Fund Balance	(108,189)	10-3890-000-000		
Reduction of Fund Balance Usage				
Contribution From Fund Balance	(114,911)	10-3890-000-000		
TOTAL GENERAL FUND	**$ (449,473)**		**$ (449,473)**	

MIDVALE CITY CORPORATION - BUDGET OPENING # 2 - FY 2020

Description	Revenue	GL Acct Number	Expenditure	GL Acct Number
CAPITAL IMPROVEMENT PROJECTS FUND				
Reverse General Fund Contributions-Replace With 4th Quarter Sales Tax				
Transfer from General Fund-Safe Sidewalks	$ (50,000)	41-3810-100-003		
Transfer from General Fund-Curb & Gutter	(50,000)	41-3810-100-004		
Transfer From General Fund-B&C Road	(300,000)	41-3810-100-100		
Pavement Management			267,681	41-4983-750-941
Sales Tax	667,681	41-3130-000-000		
Sale of Surplus Property				
Pavement Management			46,297	41-4983-750-941
Proceeds From Sale of Fixed Assets	46,297	41-3640-000-000		
CDBG Grant - ADA Ramps				
CDBG Grant - ADA Ramps			232,192	41-4983-720-002
CDBG Grant	150,000	41-3319-000-000		
Pavement Management			(82,192)	41-4983-750-941
State Infrastructure Bank Loan (CHG Parking Garage)				
Developer Loan			3,500,000	41-4983-720-003
Proceeds From Borrowings	3,500,000	41-3680-000-000		
Final Expenditures on Completed Projects				
CDBG Project - Foxbridge			2,130	41-4983-719-004
Interest Earnings	2,130	41-3610-000-000		
Marquee Sign			71	41-4983-719-006
Interest Earnings	71	41-3610-000-000		
Salt Lake County Transportation Funds - TIGER Crosswalk				
Transfer From General Fund	375,000	41-3810-100-000		
Crosswalk Improvements			375,000	41-4983-718-007
Community Center Change Orders				
Community Center/Bowery			100,000	41-4983-718-006
Midvale City Park Improvements			(100,000)	41-4983-713-014
TOTAL CAPITAL IMPROVEMENT PROJ FUND	**$ 4,341,179**		**$ 4,341,179**	
WATER ENTERPRISE FUND				
Move Vehicle Budget to Purchase out of Fleet Fund				
Vehicles			$ (35,000)	51-5100-760-200
Transfer to Fleet Fund			35,000	51-5100-920-000
TOTAL WATER ENTERPRISE FUND	**$ -**		**$ -**	
FLEET INTERNAL SERVICE FUND				
Move Budgeted Vehicle Purchase From Water Fund to Fleet Fund				
Transfer from Water Fund	$ 35,000	62-3899-000-000		
Vehicle Purchase - Water			35,000	62-4971-760-103
TOTAL FLEET INTERNAL SERVICE FUND	**$ 35,000**		**$ 35,000**	
TOTAL CITY-WIDE	**$ 3,926,706**		**$ 3,926,706**	