



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

MIDVALE CITY COUNCIL MEETING AGENDA DECEMBER 8, 2020

PUBLIC NOTICE IS HEREBY GIVEN that the **Midvale City Council** will hold an electronic meeting on the **8th day of December 2020** as follows:

Electronic City Council Meeting

This meeting will be an electronic meeting, without a physical location pursuant to Utah Code 52-4-207, as amended by HB 5002, Mayor Robert Hale as Chair of Midvale City Council hereby makes the determination that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location. This determination is based upon the fact that the City is unable to ensure compliance with the guidelines and public health protocols mandated by the state's current risk phase.

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-bV-BBslQ?view_as=subscriber

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

- Discuss Curbside Glass Recycling Program [*Jason Utgaard*]
- Discuss Future of Basketball Site on 695 West 5th Avenue on Main Street [*Cody Hill and Patrick O'Brien, Redevelopment Agency*]

7:00 PM REGULAR MEETING – Council Chambers

I. GENERAL BUSINESS

- A. WELCOME AND PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. Representative Steve Christianson
- D. Unified Police and Fire Reports

II. PUBLIC COMMENTS

Any person wishing to comment on any item not otherwise scheduled for public hearing on the Agenda may submit their comment via email to 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 Paul Glover
- B. Councilmember Bryant Brown
- C. Councilmember Dustin Gettel
- D. Councilmember Quinn Sperry
- E. Councilmember Heidi Robinson

IV. MAYOR ROBERT M. HALE REPORT

V. CITY MANAGER REPORT

VI. DEPARTMENT REPORTS

- A. Community Development/RDA Report *[Nate Rockwood, Community Development Director]*
- B. Administrative Services Report *[Kyle Maurer, Administrative Services Director]*

VII. CONSENT AGENDA

- A. Consider Minutes of November 17, 2020 *[Rori Andreason, H.R. Director/City Recorder]*

VIII. ACTION ITEMS

- A. Consider **Resolution No. 2020-R-50** Authorizing the Mayor to Enter into a Cost Sharing Agreement with Jordan Valley Water Conservancy District (JVWCD) for Water Vault Upgrades *[Glen Kennedy, Public Works Director]*
- B. Consider **Resolution No. 2020-R-51** Approving the Appointment of Stacey Phillips to Represent Midvale City on the Salt Lake County Community & Economic Development Advisory Council *[Mayor Robert Hale]*
- C. Consider **Resolution 2020-R-52** Declaring the Property Located in Sandy City Surplus and Authorizing the Mayor to Execute Documents to Sell Property to Adjacent Property Owner *[Lisa Garner, City Attorney]*
- D. Consider Temporary Zoning Ordinance for Monument Sign Standards in the Main Street Form-Based Code Zone - **Ordinance No. 2020-O-20** *[Matt Dahl, Assistant City Manager]*
- E. Consider **Resolution No. 2020-R-53** Approving the Terms & Agreement with Freedom LED, LLC to install an LED Monument Sign at Midvale City Hall *[Laura Magness, Communications Director]*

IX. DISCUSSION ITEM

- A. Discuss Regarding Legal Considerations with the Proposed Banner Program with CGI *[Lisa Garner, City Attorney]*

X. ADJOURN

In accordance with the Americans with Disabilities Act, Midvale City will make reasonable accommodations for participation in the meeting. Request assistance by contacting the City Recorder at 801-567-7207, providing at least three working day notice of the meeting. TTY 711

A copy of the foregoing agenda was provided to the news media by email and/or fax. The agenda was also posted at the following locations on the date and time as posted above: City Hall Lobby, on the City's website at www.midvalecity.org and the State Public Notice Website at <http://pmn.utah.gov>. Council Members may participate in the meeting via electronic communications. Council Members' participation via electronic communication will be broadcast and amplified so other Council Members and all other persons present in the Council Chambers will be able to hear or see the communication.

DATE POSTED: DECEMBER 3, 2020

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



COUNCIL MEETING *Minutes*

Tuesday November 17, 2020
Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: Mayor Robert M. Hale

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

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; Glen Kennedy, Public Works Director; Nate Rockwood, Community Development Director; Alex Murphy, Planning Director; Chief Randy Thomas, UPD; Chief Brad Larson, UFA; and Juan Rosario, Systems Administrator.

WORKSHOP

- **Arts Council Presentation**

Wade Walker reviewed the staff of the Arts Council. They have two openings they are trying to fill. The pandemic did impact their events this year, which did impact their revenue. However, they were able to host several virtual events. For the first three Friday nights in December they will have a virtual concert series. LeBarron Singers is the first; Ann Pusey is the second; and Quick Wits will do an improv version of Charles Dickens, A Christmas Carol for the third night. They are continuing to pursue grants, which has been very successful. There's a lot of uncertainty with the upcoming year, but they are moving ahead with some virtual events and hopefully their summer concert series. He said the Hall of Honor this year is Mayor JoAnn Seghini. He was able to speak with her prior to her passing. Once things calm down, a ceremony will be scheduled in her honor. They would like to rename the auditorium to the JoAnn Seghini Auditorium. She was so supportive of the arts and they would like to recognize her. He expressed appreciation for the continued support of the City and staff. They are working on upgrading the lights and need a structural engineer to tell them where they can install lights. They are also working on the contract with the City. A recent grant they applied for requested a business license, which they don't have. He asked if they need to get one and how to do so.

Kane Loader and Lisa Garner said they should have a business license. The form is online, and the City would waive the fee.

Mr. Walker expressed appreciation to Laura Magness, Kyle Maurer, Levi McNeill and Public Works for their help and support.

Chief Randy Thomas discussed the UPD Manpower model for incidents. He said he could put together a model for other incidents if the Council was interested.

Council Member Dustin Gettel said he was interested in seeing those models.

Matt Dahl discussed the Coalition of the Homeless proposed homeless shelter location at LaQuinta Inn in Midvale. He expressed staff's concern about another shelter in Midvale as well as the non-compliance with the current zone, which does not allow the use.

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

Mayor Robert Hale said this meeting will be an electronic meeting, without a physical location pursuant to Utah Code 52-4-207, as amended by HB 5002. I, Mayor Hale, Chair of Midvale City Council, hereby make the determination that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location. This determination is based upon the fact that the City is unable to ensure compliance with the guidelines and public health protocols mandated by the state's current risk phase.

I. GENERAL BUSINESS

A. WELCOME AND PLEDGE OF ALLEGIANCE

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

C. UNIFIED POLICE & UNIFIED FIRE DEPARTMENT REPORTS

Chief Randy Thomas reported on their pink parking slips warning citations for winter parking, their major incident review board, and Thursday evening enforcement at Midvale Hotels.

Chief Brad Larson expressed appreciation for the partnerships UFA has with Midvale businesses. UFA is sponsoring an inspection training course through the Utah Fire and Rescue Academy. Most members of the class are with UFA.

D. Small Business Saturday Proclamation – Mayor Hale read the proclamation proclaiming Small Business Saturday for weekend between Black Friday and Cyber Monday November 28th to support small local businesses.

Mayor Hale said this is the portion of the agenda that allows any person to express ideas, concerns, comments, or issues. If you would like to comment on a Public Hearing item, you will be allotted time during the Public Hearings portion of the meeting.

Email your comments to Laura Magness at Lmagness@midvale.com.

When commenting, please:

- Limit your comments to 400 words (which is the equivalent of 3 minutes)
- Include your first and last name
- Include your city of residence (this is optional) and
- Include the name of the Agenda item

City staff will only read into the record the equivalent of three minutes. So, please be concise with your statements.

II. PUBLIC COMMENTS

Laura Magness, Communications Specialist read the following public comments:

Lynette Phillips:

"Mayor Hale

Twenty plus years living and paying taxes here and, for the first time, I am ashamed to say I live in Midvale.

Your comments to the Tribune were made without City Council approval and do not reflect the values of Midvale. When a reporter calls it is best to get back to them with a statement, especially when representing the city. The City Council should admonish you.

We are in a pandemic. Many have lost their jobs. We need kindness and decency. Many of us are one paycheck or medical bill from a shelter. "Inasmuch as ye have done it unto one of the least of these my brethren, ye have done it unto me."

One of the greatest challenges we face caring for the unsheltered is humiliation heaped upon them by society. Your public comments add to this.

Unsheltered men, women, and children deserve human kindness. No one asks to live on the streets during a pandemic; encounter daily hunger and scorn; below-freezing temperatures; be frequently robbed, beaten, or raped; suffer from physical and mental illness; or to become addicted trying to numb the pain.

When I first encountered the Midvale shelter it was a seasonal overflow in a sad, drafty warehouse. Together we turned it into a new, clean, beautiful shelter housing. Midvale was a city that cared for everyone.

Rented hotel rooms are guaranteed income during the most difficult time for the hospitality industry. The hotel is walking distance to a Trax station, a community medical clinic, mental health services, and a grocery store. It is very well placed to serve the needs of an unsheltered population while they try to get back on their feet.

Do not let Midvale become like Draper in the eyes of Utah.

Lynette Phillips, MPA

Longtime Midvale resident"

Wade Walker:

"I want to thank the Mayor, City Council, and city staff for thoughtfully addressing the issue of the use of La Quinta Inn as overflow housing for the homeless population this winter. Although we are all concerned about the homeless population, particularly during the cold months of winter, I wholeheartedly support the City's decision NOT to allow the use of La Quinta Inn for this winter housing for the same reasons Mayor Hale outlined in his recent Facebook message. Mayor Hale's message also presented a much more balanced explanation of Midvale's support of the homeless community than recent new articles have portrayed. Those who are arguing on social media that the Mayor and Midvale City have no heart clearly don't understand Midvale's history of supporting the homeless community and the millions of dollars Midvale has spent over the past several years supporting the current shelter and its population. I think it is time for other cities to step up to the plate in the same compassionate and comprehensive manner that Midvale has. Thank you, Mayor Hale and City Council!"

*Sincerely,
Wade Walker
Midvale, Utah*

III. COUNCIL REPORTS

A. Council Member Paul Glover – said he supports the Mayor in the decision regarding LaQuinta Inn. He said he hopes to work with other cities to solve this homeless problem.

B. Council Member Bryant Brown – said he agreed with Council Member Paul Glover. He would like to have more discussion about these issues before they come out in the news.

C. Council Member Dustin Gettel – said he was pleased to announce that the voter turnout hit 90.11% in Salt Lake County. He said he would like to establish a committee to do the redistricting for the election.

D. Council Member Quinn Sperry – said he agreed with the Council on homeless shelter issue. It is a wider problem than just our city. The state needs to work with other cities to help resolve the homeless shelter issues.

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

IV. MAYOR REPORT

Mayor Robert Hale – reported in the UFA meeting it was announced that the CARES Act funding can be directed to UFA Midvale Stations. UFA is building a fire station on Center Street where the old city hall used to be. The new building is estimated to cost approximately \$9 million dollars. He said there are ongoing discussions regarding the proposed homeless shelter at the LaQuinta Inn located in Midvale City. They are also

discussing where to have the overflow shelter. He said he would be voicing his concerns about the proposed location of the additional homeless shelter at the meeting with the Council of Mayors Thursday.

V. CITY MANAGER REPORT

Kane Loader said staff is planning the annual legislative meeting with the newly elected legislators virtually. This Legislative Session will be a different experience for everyone involved.

Laura Magness discussed the Warm Program to help Midvale City residents in need. The deadline to apply is November 27th. The program details are on the Midvale City website.

Kyle Maurer reviewed the CARES Act fund projects.

VI. DEPARTMENT REPORTS

A. PUBLIC WORKS REPORT

Glen Kennedy reported on the Jordan Valley Water Conservancy District (JVWCD) Sharing Agreement for Midvale Source Connections.

Overview

- JVWCD is conducting a major pipeline and vault upgrade project on a 33" transmission line that serves a number of cities, including Midvale.
- The city currently has two source connections on this line that need improvements, One at 175 w and 7500 S and the other at 987 E and 7800 s
- The city needs a new source connection on this line at 700 w and Winchester
- It is optimal to perform the city required improvements in conjunction with the JVWCD project to minimize impacts on both the City and Jordan Valley water systems, and for significant cost savings,
- This project was not planned for in this fiscal year as cost information was not available until a few weeks ago. In addition, the water fund is not able to absorb the cost of this project.

Upsized Turnout at 175 West 7500 South

- The city needs to increase the size of its current connection here as outlined in the recently completed Master Plan
- Current connection only provides 2000 gallons per minute
- Connection will be upsized for the required 4000 gallons per minute with a 16" turnout off the 33" line – vault to be constructed in the future.
- cost - \$40,740

New Turnout 700 West and Winchester

- The city needs a new 20" source connection within the JVWCD vault currently at this location which is in Murray City.
- The turnout will be installed in the vault with 20" piping installed from the vault and going south along 700 W until it is out of the intersection

- The city will connect and install a future 20" line south along 700 w to approx. 6900 s where a flow control vault will be installed as outlined in the master plan
- Cost - \$262,568

PRV Install at 987 East 7800 South

- The city recently installed a meter vault/connection with Jordan Valley at this location.
- It was designed without a PRV as Jordan Valley indicated that the pressure provided would not fluctuate in a significant enough manner to cause the city system issues.
- There have been multiple occasions since the install that Jordan Valley was required to adjust their system causing high pressure in our system causing water main breaks.
- Jordan Valley committed to pay 50% of the prv install
- City cost \$20,602

Funding

- The total estimated cost to the city is \$360,012
- The water fund is not in a place to absorb this
- City staff have identified a few partial funding sources including a loan from the general fund until the fee rate study is completed. The water fund would be obligated to pay the loan back to the gf with interest. Regardless, it will be funded if approved

Why Now?

- Jordan Valley will need to shut down their 33" again to complete the Midvale portions of the project in the future – this is not easily done, and we would need to rely on Jordan Valley's willingness and extensive coordination to accommodate this in the future
- Economy of scale – City is saving approx. 25-35% (possibly more) by adding this work to Jordan Valley's contract with their selected contractor – VanCon.
 - ❖ Mobilization
 - ❖ Traffic Control
 - ❖ Management, Overhead and permitting

Council Member Paul Glover said he felt the City needed to move forward with this project.

Glen Kennedy said he would schedule this item on the December 8th meeting for approval.

Council Member Bryant Brown asked if Midvale City is still doing the Leaf Program?

Glen Kennedy said the leaf program was discontinued due to lack of funding and resources. Residents will need to put leaves in their garbage bin.

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

VII. PUBLIC HEARINGS

A. CONSIDER 18-LOT PRELIMINARY SUBDIVISION PLAT FOR THE JORDAN HEIGHTS AT VIEW 78 (FORMERLY JORDAN BLUFFS CONDOS) PROJECT LOCATED AT 752 W BINGHAM JUNCTION BLVD

Alex Murphy said Mark Garza, representing Holmes Jordan Bluffs LLC, is requesting approval to subdivide property located at 752 W. Bingham Junction Blvd into 18 lots as part of the Jordan Heights at View 78 (formerly Jordan Bluffs Condos) project. The lots created by the subdivision will simplify platting the project into condominium units as buildings are completed. The subject property is 7.18 acres in size and is bounded by Bingham Junction Boulevard on the south and west, the Jordan Bluffs cap slope on the north, and Main Street/700 West on the east.

The proposed subdivision is subject to Midvale City Municipal Code Title 16 (Subdivisions), and Chapter 17-7-10.12 (Jordan Bluffs Subareas 1-3 Development Zone).

This subdivision is considered a large subdivision and subject to the review process in §16.04.040 of the Midvale City Municipal Code. Staff has found the proposed subdivision generally complies with the design standard requirements of Title 16 Subdivisions. No lot standards apply for the zone. A Large Scale Master Plan ("LSMP") and Site Plan for the project has been approved pursuant to the development process outlined in the JB Subareas 1-3 zone. This approval contains street tree and infrastructure requirements to be addressed during construction. The approved layout considered the access driveways through the project under the parking lot requirements of the zone. These driveways are not considered private streets under the zoning ordinance but have been identified as such on the plat for emergency response and addressing purposes. No new streets are proposed. Staff recommends including notes on the plat addressing street trees, infrastructure requirements, and clarification about the private roads be included on the plat.

The subdivision ordinance requires that duty to serve letters from the water and sewer provider (Midvale City) be provided and courtesy notices be sent regarding utility easements to Dominion Energy, Rocky Mountain Power, Xfinity, Utopia, and CenturyLink prior to final plat approval. Staff recommends including this requirement as a condition of approval.

The applicant's proposal was sent to the City Engineer and Unified Fire Authority for review and comment. The Area Fire Inspector approved the preliminary plat. The City Engineer approved the preliminary plat with technical corrections to be made as part of the final plat submittal. The Planning Commission considered the preliminary plat in a public hearing on October 28, 2020 and recommended the City Council approve the plat with the following conditions:

1. The applicant shall prepare a final subdivision plat to be reviewed and approved by the City Engineer, Fire Marshal, and City Council.
2. Street trees and public infrastructure within and adjacent to the subdivision shall be addressed during site development plans. A note to this effect shall remain on the plat.
3. The private streets identified on the plat are not considered private streets under the zoning ordinance. A note to this effect shall remain on the plat.
4. The applicant shall provide evidence that courtesy notices have been sent to Dominion Energy, Rocky Mountain Power, Xfinity, Utopia, and CenturyLink regarding the utility easements on the subdivision plat prior to final approval.
5. Prior to recording the final subdivision plat, the applicant shall obtain duty to serve letters for water and sewer service.

The notes indicated in items #2 and #3 have been provided on the plat. The remaining items will need to be addressed as part of the final plat application process.

STAFF RECOMMENDATION:

Based on compliance with the requirements of the Midvale City Municipal Code demonstrated in the application or addressed by conditions of approval, Staff recommends the City Council approve the preliminary subdivision plat for the Jordan Bluffs Condos Phase 1 Subdivision with the following 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. The applicant shall provide evidence that courtesy notices have been sent to Dominion Energy, Rocky Mountain Power, Xfinity, Utopia, and CenturyLink regarding the utility easements on the subdivision plat prior to final approval.
3. Prior to recording the final subdivision plat, the applicant shall obtain duty to serve letters for water and sewer service.

Council Member Bryant Brown asked if the units are for sale units. Mr. Murphy said yes, the units will be for sale units.

Council Member Dustin Gettel said he looks forward to the project and felt it brings much needed affordable housing to Midvale City.

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

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

Mark Garza, Holmes Jordan Bluffs LLC, said the roads are in and they are pulling building permits any day now. He said they are very excited for the project.

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: APPROVAL OF PRELIMINARY SUBDIVISION FOR THE
JORDAN BLUFFS CONDO PHASE 1**

MOTION: Council Member Dustin Gettel **MOVED** to that based on compliance with the requirements of the Midvale City Municipal Code demonstrated in the application or addressed by conditions of approval, I move that we approve the preliminary subdivision plat for the Jordan Bluffs Condos Phase 1 Subdivision with the following 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. The applicant shall provide evidence that courtesy notices have been sent to Dominion Energy, Rocky Mountain Power, Xfinity, Utopia, and CenturyLink regarding the utility easements on the subdivision plat prior to final approval.
3. Prior to recording the final subdivision plat, the applicant shall obtain duty to serve letters for water and sewer service.

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

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

The 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 PRELIMINARY SUBDIVISION APPROVAL FOR THE
JORDAN BLUFFS PHASE 1A CONDO PLAT**

Alex Murphy said Mark Garza, representing Holmes Jordan Bluffs LLC, is requesting approval to condominiumize property located at 8395 S. Iris Lumi Ln into 10 units. The units created by this condo plat would allow for individual ownership of the units in Building 10 of the Jordan Heights at View 78 (formerly Jordan Bluffs Condos) project. The subject property is 0.405 acres in size and is located on the northwest corner of the Main Street/700 West and Bingham Junction Blvd intersection.

The proposed condominium is subject to Midvale City Municipal Code Title 16 (Subdivisions), and Chapter 17-7-10.12 (Jordan Bluffs Subareas 1-3 Development Zone).

Condominium plats are subject to the review process in §16.04.040 of the Midvale City Municipal Code with an added requirement to complete a Declaration of Covenants, Conditions, and Restrictions. Staff has found the proposed subdivision generally complies with the design standard requirements of Title 16 Subdivisions. No lot standards apply for the zone. No new public streets, private streets, or new infrastructure are proposed. Street tree and other development requirements have been addressed by the Large Scale Master Plan and Site Plan for the Jordan Bluffs Condos Phase 1 project.

The subdivision ordinance requires that duty to serve letters from the water and sewer provider (Midvale City) be provided and courtesy notices be sent regarding utility easements to Dominion Energy, Rocky Mountain Power, Xfinity, Utopia, and CenturyLink prior to final plat approval. Staff recommends including this requirement as a condition of approval.

The applicant's proposal was sent to the City Engineer and Unified Fire Authority for review and comment. The Area Fire Inspector approved the preliminary plat subject to compliance with the approved site plan. The City Engineer approved the preliminary plat with technical corrections to be made as part of the final plat submittal.

The Planning Commission considered the preliminary plat in a public hearing on October 28, 2020 and recommended the City Council approve the plat with the following conditions:

1. The applicant shall prepare a final condominium plat to be reviewed and approved by the City Engineer, Fire Marshal, and City Council.
2. The final condominium plat submittal shall include a draft Declaration of Covenants, Conditions, and Restrictions to be reviewed and approved by the City Attorney.
3. The applicant shall provide evidence that courtesy notices have been sent to Dominion Energy, Rocky Mountain Power, Xfinity, Utopia, and CenturyLink regarding the utility easements on the subdivision plat prior to final approval.

4. Prior to recording the final subdivision plat, the applicant shall obtain duty to serve letters for water and sewer service.

STAFF RECOMMENDATION:

Based on compliance with the requirements of the Midvale City Municipal Code demonstrated in the application or addressed by conditions of approval, Staff recommends the City Council approve the preliminary subdivision plat for the Jordan Bluffs Phase 1A Condominium Plat with the following conditions of approval:

1. The applicant shall prepare a final condominium plat to be reviewed and approved by the City Engineer, Fire Marshal, and City Council.
2. The final condominium plat submittal shall include a draft Declaration of Covenants, Conditions, and Restrictions to be reviewed and approved by the City Attorney.
3. The applicant shall provide evidence that courtesy notices have been sent to Dominion Energy, Rocky Mountain Power, Xfinity, Utopia, and CenturyLink regarding the utility easements on the subdivision plat prior to final approval.
4. Prior to recording the final condominium plat, the applicant shall obtain duty to serve letters for water and sewer service.

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: APPROVAL OF PRELIMINARY SUBDIVISION FOR THE
JORDAN BLUFFS PHASE 1A CONDO PLAT

MOTION: Council Member Bryant Brown MOVED to that based on compliance with the requirements of the Midvale City Municipal Code demonstrated in the application or addressed by conditions of approval, I move that we approve the preliminary subdivision plat for the Jordan Bluffs Phase 1A Condominium Plat with the following conditions of approval:

1. The applicant shall prepare a final condominium plat to be reviewed and approved by the City Engineer, Fire Marshal, and City Council.

2. **The final condominium plat submittal shall include a draft Declaration of Covenants, Conditions, and Restrictions to be reviewed and approved by the City Attorney.**
3. **The applicant shall provide evidence that courtesy notices have been sent to Dominion Energy, Rocky Mountain Power, Xfinity, Utopia, and CenturyLink regarding the utility easements on the subdivision plat prior to final approval.**
4. **Prior to recording the final condominium plat, the applicant shall obtain duty to serve letters for water and sewer service.**

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

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

The motion passed unanimously.

MOTION: Council Member Bryant Brown 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.

C. CONSIDER PRELIMINARY SUBDIVISION FOR THE JORDAN BLUFFS 1B CONDO PLAT

Alex Murphy said Mark Garza, representing Holmes Jordan Bluffs LLC, is requesting approval to condominiumize property located at 741 W Sky Mirror Ln into 10 units. The units created by this condo plat would allow for individual ownership of the units in Building 15 of the Jordan Heights at View 78 (also known as Jordan Bluffs Condos) project. The subject property is 0.425 acres in size and is located along Bingham Junction Boulevard, west of the Main Street/700 West and Bingham Junction Blvd intersection.

The proposed condominium is subject to Midvale City Municipal Code Title 16 (Subdivisions), and Chapter 17-7-10.12 (Jordan Bluffs Subareas 1-3 Development Zone). Condominium plats are subject to the review process in §16.04.040 of the Midvale City Municipal Code with an added requirement to complete a Declaration of Covenants, Conditions, and Restrictions. Staff has found the proposed subdivision generally complies with the design standard requirements of Title 16 Subdivisions. No lot standards apply for the zone. No new public streets, private streets, or new infrastructure are proposed. Street tree and other development requirements have been addressed by the Large Scale Master Plan and Site Plan for the Jordan Bluffs Condos Phase 1 project.

The subdivision ordinance requires that duty to serve letters from the water and sewer provider (Midvale City) be provided and courtesy notices be sent regarding utility easements to Dominion Energy, Rocky Mountain Power, Xfinity, Utopia, and CenturyLink prior to final plat approval. Staff recommends including this requirement as a condition of approval.

The applicant's proposal was sent to the City Engineer and Unified Fire Authority for review and comment. The Area Fire Inspector approved the preliminary plat subject to compliance with the approved site plan. The City Engineer approved the preliminary plat with technical corrections to be made as part of the final plat submittal.

The Planning Commission considered the preliminary plat in a public hearing on October 28, 2020 and recommended the City Council approve the plat with the following conditions:

1. The applicant shall prepare a final condominium plat to be reviewed and approved by the City Engineer, Fire Marshal, and City Council.
2. The final condominium plat submittal shall include a draft Declaration of Covenants, Conditions, and Restrictions to be reviewed and approved by the City Attorney.
3. The applicant shall provide evidence that courtesy notices have been sent to Dominion Energy, Rocky Mountain Power, Xfinity, Utopia, and CenturyLink regarding the utility easements on the subdivision plat prior to final approval.
4. Prior to recording the final subdivision plat, the applicant shall obtain duty to serve letters for water and sewer service.

STAFF RECOMMENDATION:

Based on compliance with the requirements of the Midvale City Municipal Code demonstrated in the application or addressed by conditions of approval, Staff recommends the City Council approve the preliminary subdivision plat for the Jordan Bluffs Phase 1B Condominium Plat with the following conditions of approval:

1. The applicant shall prepare a final condominium plat to be reviewed and approved by the City Engineer, Fire Marshal, and City Council.
2. The final condominium plat submittal shall include a draft Declaration of Covenants, Conditions, and Restrictions to be reviewed and approved by the City Attorney.
3. The applicant shall provide evidence that courtesy notices have been sent to Dominion Energy, Rocky Mountain Power, Xfinity, Utopia, and CenturyLink regarding the utility easements on the subdivision plat prior to final approval.

4. Prior to recording the final condominium plat, the applicant shall obtain duty to serve letters for water and sewer service.

Mayor Hale opened the hearing to the public. 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 Bryant Brown. Mayor Hale called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

ACTION: APPROVAL OF PRELIMINARY SUBDIVISION FOR THE JORDAN BLUFFS 1B CONDO PLAT

MOTION: Council Member Dustin Gettel **MOVED** that based on compliance with the requirements of the Midvale City Municipal Code demonstrated in the application or addressed by conditions of approval, I move that we approve the preliminary subdivision plat for the Jordan Bluffs Phase 1B Condominium Plat with the following conditions of approval:

1. The applicant shall prepare a final condominium plat to be reviewed and approved by the City Engineer, Fire Marshal, and City Council.
2. The final condominium plat submittal shall include a draft Declaration of Covenants, Conditions, and Restrictions to be reviewed and approved by the City Attorney.
3. The applicant shall provide evidence that courtesy notices have been sent to Dominion Energy, Rocky Mountain Power, Xfinity, Utopia, and CenturyLink regarding the utility easements on the subdivision plat prior to final approval.
4. Prior to recording the final condominium plat, the applicant shall obtain duty to serve letters for water and sewer service.

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

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

The motion passed unanimously.

VIII. CONSENT AGENDA

A. CONSIDER MINUTES OF NOVEMBER 10, 2020

MOTION: Council Member Paul Glover **MOVED** to approve the Consent Agenda. The motion was **SECONDED** by Council Member Bryant Brown. Mayor Hale called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

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

The motion passed unanimously.

IX. ACTION ITEM

A. CONSIDER APPROVAL OF RESOLUTION NO. 2020-R-48 A RESOLUTION ESTABLISHING A TIME AND PLACE FOR HOLDING REGULAR CITY COUNCIL MEETINGS, DESIGNATE THE MAYOR PRO-TEMPORE SCHEDULE, AND ADOPT THE HOLIDAY SCHEDULE FOR THE 2021 CALENDAR YEAR

Rori Andreason said Section 2.36 of the Midvale Municipal Code outlines the City Council meeting scheduled as required by state statute. The Council is scheduled to meet the first and third Tuesdays of each month for a City Council meeting. Workshop meetings will be scheduled as needed at a date and time designated by the City Council. The City Council meetings scheduled in months of July, August, November, and December may differ from the above schedule. The proposed holiday schedule for calendar year 2021 has also been included for Council consideration as well as the Mayor Pro-Tempore schedule. A resolution has been prepared for Council consideration.

The Council discussed the Mayor Pro Tempore schedule and meeting schedule for calendar year 2021.

MOTION: Council Member Dustin Gettel **MOVED** to adopt Resolution No. 2020-R-48 as amended Establishing a Time and Place for Holding Regular City Council Meetings, Designate the Mayor Pro Tempore Schedule, and Adopt the Holiday Schedule for the 2021 Calendar Year. The motion was **SECONDED** by Council Member Bryant Brown. Mayor Hale called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

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

The motion passed unanimously.

**B. CONSIDER APPROVAL OF RESOLUTION NO. 2020-R-49
AUTHORIZING THE MAYOR TO ENTER INTO A VACCINATION
LOCATION LICENSE AGREEMENT WITH SALT LAKE COUNTY TO
ALLOW THE COUNTY TO USE THE MIDVALE CITY HALL PARKING
LOT A DRIVE-THRU FLUE VACCINATION SITE**

Laura Magness said for the 2020-2021 influenza season, influenza vaccination will be paramount to reduce the impact of respiratory illnesses attributed to influenza in the population and resulting burdens on the healthcare system during the COVID-19 pandemic.

The Salt Lake County Health Department is offering free drive-thru flu shots clinics throughout the Salt Lake valley, including Salt Lake City, West Jordan, West Valley City, South Salt Lake and Sandy. The County has requested to use the Midvale City Hall parking lot to set up a free flu shot clinic on Friday's from 2:00 p.m. to 5:00 p.m.

MOTION: Council Member Quinn Sperry MOVED to adopt Resolution 2020-R-49, authorizing the Mayor to enter into a Vaccination Location License Agreement with Salt Lake County to allow the County to use the Midvale City Hall parking lot as a drive-thru vaccination site. The motion was SECONDED by Council Member Bryant Brown. Mayor Hale called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

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

The motion passed unanimously.

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 8:51 p.m.

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

Approved this 8th day of December 2020.



MIDVALE CITY COUNCIL SUMMARY REPORT

December 18, 2020

SUBJECT: Discussion and Action Regarding Resolution No. 2020-R-50
Approving the Mayor to Sign a Cost Sharing Agreement with Jordan Valley
Water Conservancy District (JVWCD) for Water Vault Upgrades.

SUBMITTED BY: Glen Kennedy, Public Works Director

SUMMARY: JVWCD is conducting a major pipeline and vault upgrade project on a 33" transmission line that serves a number of cities, including Midvale. The city currently has two source connections on this line that require improvements, one at 175 W and 7500 S, the other at 987 E and 7800 S. In addition, the City needs a new source connection on this line at 700 w and Winchester.

It is optimal to perform the City required improvements in conjunction with the JVWCD project to minimize impacts on both the City and JV water systems, and for significant cost savings resulting from economies of scale, mobilization, permitting and shared oversight.

FISCAL IMPACT:

Description	Cost
New turn-out at 145 West 7500 South	\$40,740
New turn-out at 700 West Winchester and new 20-inch piping	\$262,568
Improvements to the 987 East 7800 South meter station	\$20,602
Design and Construction Management	\$15,500

Total - \$339,410

RECOMMENDED MOTION: I move that we adopt Resolution No. 2020-R-50, approving the Mayor to enter into a cost sharing agreement with Jordan Valley

Water Conservancy District to complete required work on three vaults as outlined in the 2020 Water Master Plan.

ATTACHMENTS:

Three Vault Cost Sharing Agreement with Drawings and Exhibits

Resolution No. 2020-R-50

**MIDVALE CITY, UTAH
RESOLUTION NO. 2020-R-50**

**A RESOLUTION APPROVING THE MAYOR TO ENTER INTO A COST SHARING
AGREEMENT WITH JORDAN VALLEY WATER CONSERVANCY DISTRICT (JVWCD)**

WHEREAS, Midvale City (City) has the responsibility and obligation to provide sufficient and safe water delivery to its current customers, while adhering to all state and federal regulatory compliance; and

WHEREAS, the City must plan for and provide sufficient and safe water delivery for the projected growth within the City meeting all state and federal regulatory requirements; and

WHEREAS, JVWCD is conducting major work on a 33” transmission line that provides water to Midvale City; and

WHEREAS, Midvale City requires work to be completed at three vaults connected to JVWCD’s transmission line; and

WHEREAS, Midvale City will need to complete the vault projects in the near future and would have to rely on JVWCD availability to accommodate another shutdown of its transmission line; and

WHEREAS, by entering into a cost sharing agreement with JVWCD to complete the City required projects in conjunction with JVWCD’s transmission line project, significant cost savings will be achieved.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council approves this resolution, authorizing the Mayor to enter into a cost sharing agreement with JVWCD to complete the “Three Vault Upgrade” project.

APPROVED AND ADOPTED this _____ day of December 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	_____	_____

AGREEMENT FOR CONSTRUCTION AND COST-SHARING OF THE THREE VAULT REHABILITATION PROJECT

This Agreement is made as of _____, 2020 (the “Effective Date”), between the Jordan Valley Water Conservancy District, a water conservancy district organized and existing under Utah law (the “District”), and Midvale City, a municipality organized and existing under Utah law (the “Member Agency”).

RECITALS:

- A. The District is a water conservancy district organized and existing pursuant to the laws of the State of Utah for the purposes, among others, of making water available to those inhabitants residing within its boundaries and of entering into contracts with public and private entities for the purchase and sale of water and its delivery;
- B. The Member Agency is a municipality organized under the laws of the State of Utah; it purchases wholesale water from the District and then, in turn, provides retail water service to its customers/inhabitants within its boundaries;
- C. The District has caused plans and specifications to be prepared for the construction of the Three Vault Rehabilitation Project (the “Project”) for the refurbishment of three valve vaults for the Creekroad Pipeline located in Salt Lake County, Utah;
- D. The Member Agency desires to include in the Project the construction of two new turn-outs from the Creekroad Pipeline for future Midvale meter stations located at 145 West 7500 South and located at 700 West Winchester, and piping and valve

improvements to an existing meter station located at 987 East and 7800 South, as described on attached Exhibit 1 (collectively, the "Improvements"), through which the Member Agency will receive water deliveries from the District;

E. The Member Agency has caused plans and specifications to be prepared for the Improvements;

F. The parties agree that the Improvements located at 145 West 7500 South and located at 700 West Winchester, are for the benefit of the Member Agency and that the Member Agency shall pay the engineering, and construction costs for the Improvements as set forth in this Agreement; and,

G. The parties agree that the Improvements located at 987 East 7800 South are for the benefit of both the District and the Member Agency and the District will pay fifty percent (50%) of the construction costs for the Improvements as set forth in this Agreement; and,

H. The parties enter this Agreement to set forth the terms and conditions by which the Improvements shall be constructed and installed as part of the Project and by which the associated costs shall be shared between them.

TERMS:

The parties agree as follows:

1. On or before January 1st, 2022, the District shall cause the Improvements to be constructed and completed as part of the Project.

2. (a) All design documents, plans, and specifications for the Improvements, as part of the Project: (i) have been prepared by the District's Project Engineer, Hansen,

Allen & Luce, a Utah corporation qualified to do business and doing business in the State of Utah (“Engineer”); (ii) are in accordance with all requirements and specifications imposed by applicable regulatory agencies; (iii) have been approved by the Member Agency; and, (iv) have been incorporated into the District’s plans and specifications (the “Plans and Specifications”) as set forth in the contract documents for the construction of the Project.

(b) The District shall acquire all real property, easements, rights-of-way, and alignments (collectively referred to as the “Properties”) which are deemed reasonably necessary by the District for the construction of the Improvements. The physical location of the Properties shall be subject to District approval, and their acquisition shall be in a form and with terms which are reasonably acceptable to the District.

3. The District will manage the construction of the Improvements using the Engineer.

4. (a) The District shall employ Vancon, Inc., a Utah corporation (the “Contractor”), to construct the Improvements. The Contractor has demonstrated competence and experience in constructing projects similar to that contemplated by this Agreement, and the District shall require the Contractor to hold current, relevant licenses from the State of Utah during all construction activities on the Improvements.

(b) The District shall cause the Contractor to obtain all permits, licenses, and similar authorizations from applicable governmental organizations which are required to construct the Improvements.

(c) As of the Effective Date, the Member Agency is satisfied the Contractor currently meets the requirements set forth in subparagraph 4(a), and the Member Agency hereby gives its approval of the selection of the Contractor.

(d) Prior to and during the construction of the Improvements, the District shall cause the Contractor to furnish the following to the Member Agency at such times as the Member Agency may reasonably request: (i) proof the Contractor holds a valid contractor's license from the State of Utah; (ii) proof of the Contractor's public liability, property damage, and vehicle liability insurance in the principal amount of \$1,000,000.00, naming the District and the Member Agency, and their trustees, officers, agents, and employees as additional insureds; (iii) a performance bond and a payment bond for the full cost of the construction of the Improvements with sureties and with such terms as are required by the Plans and Specifications; (iv) a guarantee from the Contractor, as required by the Plans and Specifications, which warrants that the workmanship and materials in the Improvements shall be free from defects for a period of at least one (1) year following completion of construction; and (v) a certificate that the Contractor participates in Utah's Status Verification System as required under Utah Code § 63G-12-302. The insurance coverage required in this paragraph shall not be canceled or materially altered except after thirty (30) days written notice to the District.

5. (a) The Member Agency may select and employ, at its expense, such consultants as it deems reasonable to assist it in the inspection of the construction of the Improvements. The Member Agency and its consultants shall work with and through the Engineer and shall not give orders directly to the Contractor unless authorized in writing to do so. The District shall cause the Contractor to construct the Improvements in accordance with the Plans and Specifications, including changes or additions to those Plans and Specifications which have been approved by the Member Agency. All change orders for the Improvements required by the Member Agency, shall be at the sole expense of the

Member Agency. Change orders shall be communicated by the District to the Engineer, who in turn shall communicate them to the Contractor. The Member Agency shall provide the Engineer with information about any problem(s) or concern(s) the Member Agency may have with construction and/or with acceptance of the Improvements upon completion of construction, and the District shall require the Contractor to undertake and complete all appropriate remedial actions.

(b) If the District or the Contractor proposes any change(s) to the Improvements in the Plans and Specifications previously approved by the Member Agency, the District shall provide written notice of each proposal to the Member Agency. The Member Agency shall, in turn, communicate to the District its approval or denial of each proposal within fifteen (15) business days following receipt of the District's notice. If, however, applicable law or the Member Agency's policies and procedures preclude a response from the Member Agency within that fifteen (15) day period, the Member Agency shall have such longer time period as the law or policies/procedures may allow, but in no event more than forty-five (45) days following receipt of the District's notice.

6. The District or the Engineer shall notify the Member Agency twenty-four (24) hours in advance of starting any construction work on the Improvements.

7. The Member Agency shall reimburse the District for the Improvements as follows:

(a) The Member Agency shall pay the actual construction costs based on the unit price schedule as bid and defined in the Project contract documents, plus the cost of change orders, if any, required by and approved by the Member Agency.

(b) The Member Agency shall pay the actual engineering and construction management costs for the Improvements located at 145 West 7500 South and located at 700 West Winchester, as presented by the Engineer.

(c) The Member Agency and the District shall share the total costs attributable to the engineering design, construction management (specifically including the Engineer), acquisitions of Properties, and construction of the Improvements located at 987 East 7800 South, as follows:

(i) The Member Agency shall pay fifty percent (50%) of the total cost; and,

(ii) The District shall pay fifty percent (50%) of the total cost.

(d) The estimated total engineering, construction management, and construction costs to construct the Improvements are shown on attached Exhibit 2.

(e) The District shall be responsible for making all initial payments to the Contractor and to the Engineer for the Improvements, with appropriate reimbursement from the Member Agency as required by this Agreement.

(f) The District shall require the Contractor to itemize all costs paid and/or incurred in the construction of the Improvements. At such time as the Contractor forwards an invoice to the District for any appropriate costs, the District shall forward a copy of the invoice to the Member Agency.

(g) The District shall require the Engineer to itemize all costs incurred in providing construction management services for the Improvements. At such time as the Engineer forwards an invoice to the District for any appropriate costs, the District shall forward a copy of the invoice to the Member Agency.

(h) The District shall itemize staff time and other costs it may incur in connection with the Improvements. Those costs shall be set forth in invoices to the Member Agency.

(i) The Member Agency shall review the invoice(s) and shall, within twenty (20) business days following receipt of the invoice(s) by the Member Agency, reimburse the District for appropriate actual costs, as set forth in the invoice(s). All funds tendered to the District by the Member Agency under this Agreement shall constitute reimbursement of actual costs incurred by the District or paid by the District to the Contractor and/or to the Engineer in connection with the Improvements.

8. (a) The District shall own the Improvements located at 145 West 7500 South and located at 700 West Winchester upon completion of construction, and thereafter it shall be responsible for the operation, maintenance, inspection, repair, and replacement of the Improvements at no cost to the Member Agency.

(b) The Member Agency shall own the Improvements located downstream of the meter at 987 East 7800 South upon completion of construction, and thereafter it shall be responsible for the operation, maintenance, inspection, repair, and replacement of the Improvements at no cost to the District.

(c) The Member Agency shall maintain perpetually a functioning check valve or pressure reducing valve with functioning check valve equipment within the Improvements located at 987 East 7800 South to prevent backflow into the District's water system.

(d) The Member Agency, at its discretion and expense, and in addition to any other inspections authorized or allowed by this Agreement, may periodically inspect

and test the Improvements at any time within the one (1) year period following completion of its construction. If the Member Agency determines any defect in the materials or workmanship in the Improvements, or that the Improvements were not constructed in accordance with the Plans and Specifications, then, notwithstanding any provision of this Agreement to the contrary, the Member Agency shall notify the District and the District shall (i) cause the Contractor, at the Contractor's expense, to remedy the defect or the variance from the Plans and Specifications within a reasonable amount of time; and/or, (ii) pursue a claim against any of the Contractor's bond(s) to complete the remedial work on the Improvements.

9. To the extent this Agreement is governed by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et seq. (the "Act"), the parties represent that they have complied with all applicable provisions of the Act, including but not limited to:

(a) Each party's governing body has authorized this Agreement by resolution;

(b) Each party has obtained the approval of this Agreement by its authorized attorney;

(c) Each of the parties agrees to file a copy of this Agreement with the keeper of records for that party and to comply with any notice or publication requirements of the Act;

(d) No interlocal entity is created by this Agreement;

(e) This cooperative undertaking is administered by the Engineer; and,

(f) This Agreement shall terminate 12 months from the date of completion of the Improvements, unless a defect or variance with Plans and Specifications is

discovered. In the event of such a discovery, this Agreement shall be extended to provide sufficient time for the Contractor to remedy the defects or variances. The extension shall include any applicable warranty period on the remedy. Under no circumstances may the term of this Agreement last more than fifty (50) years.

10. This Agreement, including exhibits, attachments, and references to incorporated documents, specifically including the District's Plans and Specifications, constitute the entire agreement between the parties and supersedes all prior understandings, representations, or agreements of the parties regarding the subject matters contained in this Agreement.

11. The parties shall perform those acts and/or sign all documents required by this Agreement or which may be reasonably necessary to effectuate the terms of this Agreement.

12. Neither party may assign this Agreement, or any of its rights, duties, or obligations under this Agreement, without the prior written consent of the other, which consent shall not be withheld unreasonably, except that either party may make an assignment to its successor in interest. Any assignment made in violation of this paragraph or in violation of law shall be void. Notwithstanding the foregoing, either party may pledge or assign this Agreement as security for its bonding or other financing activities.

13. This Agreement does not create any kind of joint venture, partnership, agency, or employment relationship between the parties.

14. The parties shall comply with all applicable federal, state, and local laws and ordinances in the performance of this Agreement. Any terms which the parties as

governmental entities are mandated by law to include in this Agreement shall be considered part of this Agreement.

15. This Agreement cannot be amended except by a written instrument signed by the parties.

16. If any legal action is brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in that action, in addition to any other relief to which it may be entitled.

17. In the event a court, governmental agency, or regulatory agency with proper jurisdiction determines that any provision of this Agreement is unlawful, that provision shall terminate. If a provision is terminated, but the parties can legally, commercially, and practicably continue to perform this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

18. Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations by reason of earthquakes or other natural disaster; strikes or other labor unrest; power failures; civil or military emergencies; acts of legislative, judicial, executive, or administrative authorities; or any other circumstances which are not within its reasonable control.

19. Any notice, communication, or payment required or allowed by this Agreement shall be mailed or hand-delivered to each party as follows:

If to the District, to:

Jordan Valley Water Conservancy District
Attn: Engineering Department Manager
8215 South 1300 West
West Jordan, UT 84088

If to the Member Agency, to:

With a copy to:

Attn: _____

Attn: _____

Each party may change the designation of the addressee or the address for that party by providing written notice of the change.

21. The District and the Member Agency recognize that both parties are government entities and are covered under the Government Immunity Act of Utah (Utah Code §§ 63G-7-101 et seq.). Each Party recognizes that it is solely responsible for the actions of its employees, contractors, and agents.

22. Each individual executing this Agreement does hereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified.

23. The parties intend that this Agreement benefit only them, and they do not intend there to be any third-party beneficiaries.

[SIGNATURE PAGE FOLLOWS]

“District”:

APPROVED:

Jordan Valley Water Conservancy District

By: _____
As Authorized Attorney for
the Jordan Valley Water
Conservancy District

By: _____
Corey L. Rushton
Its Chair

“Member Agency”:

APPROVED:

Midvale City

By: _____
As Authorized Attorney for
Midvale City

By: _____

Its: _____

STATE OF UTAH)
 :ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by Corey L. Rushton as Chair of the Jordan Valley Water Conservancy District.

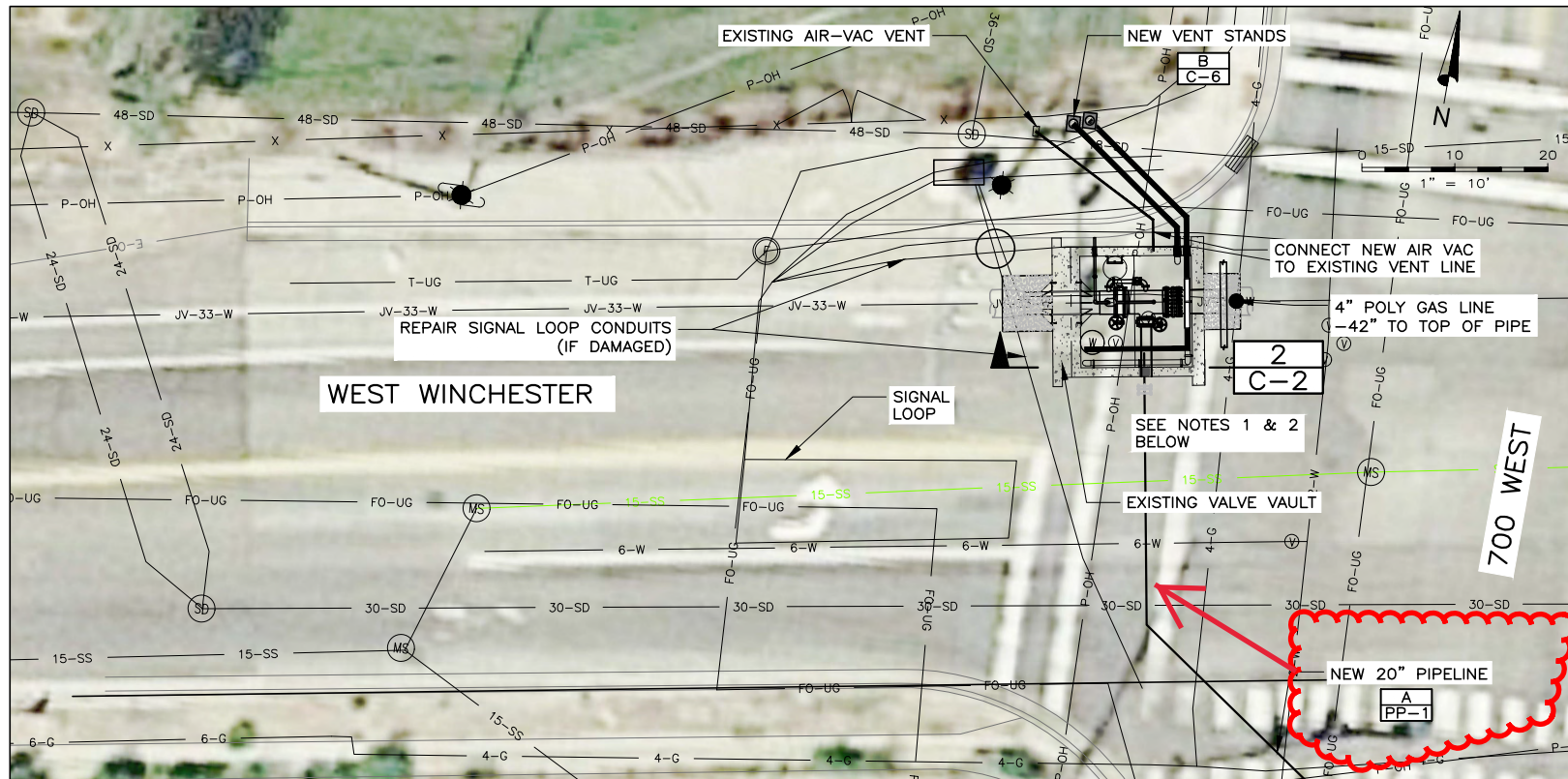
Notary Public

STATE OF UTAH)
 :ss.
COUNTY OF SALT LAKE)

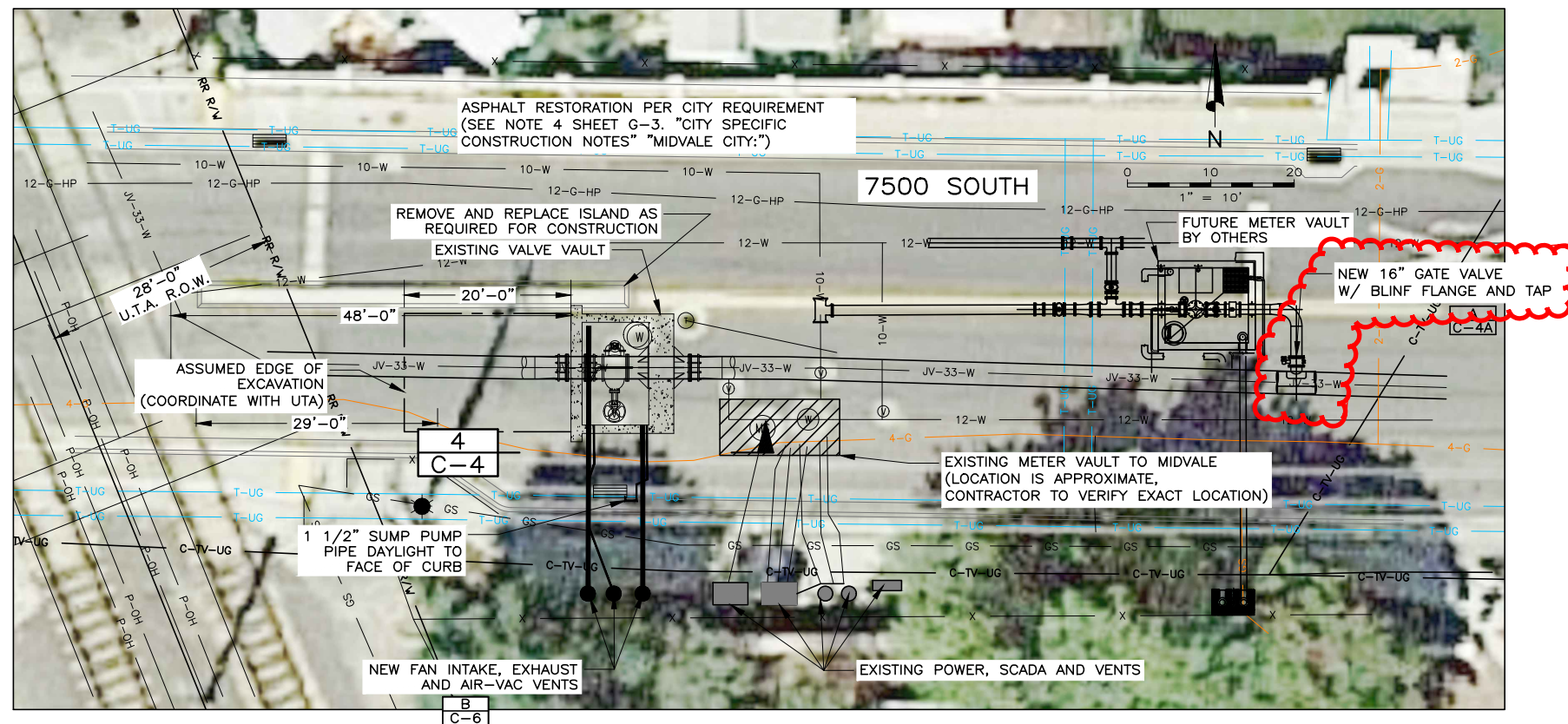
The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____ as _____ of _____.

Notary Public

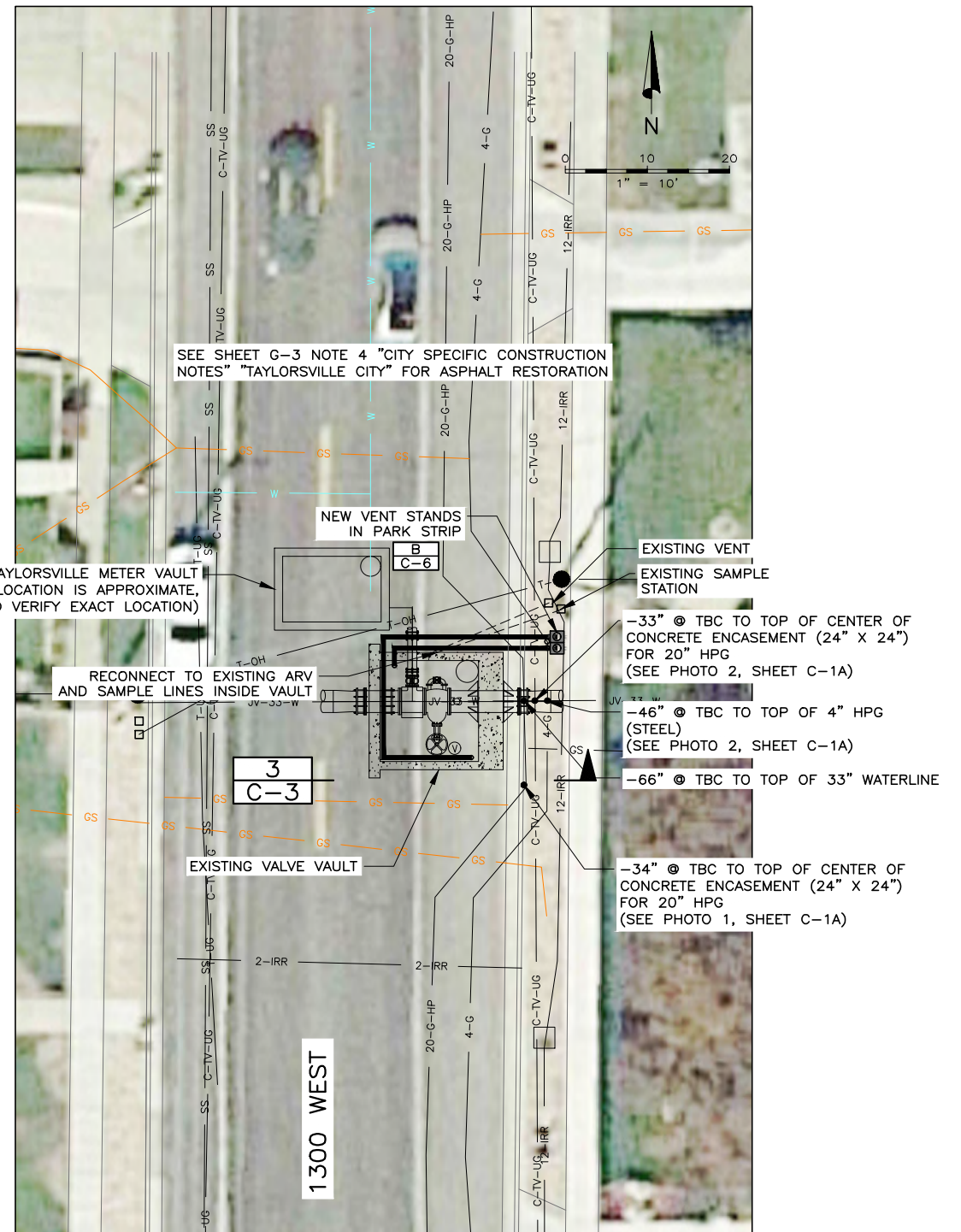
EXHIBIT 1



700 WEST WINCHESTER SITE PLAN
(MURRAY)



145 WEST 7500 SOUTH SITE PLAN
(MIDVALE)

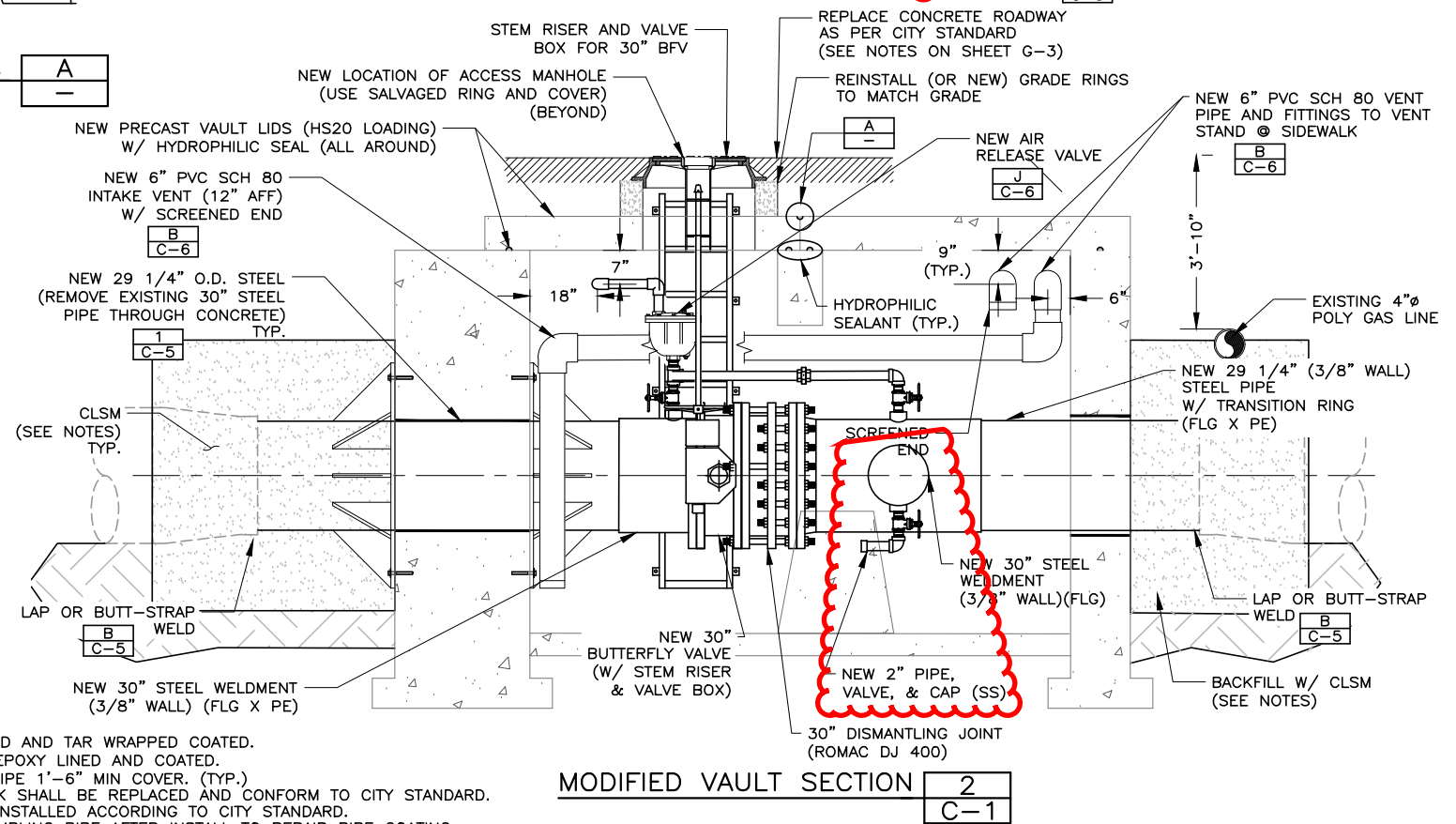
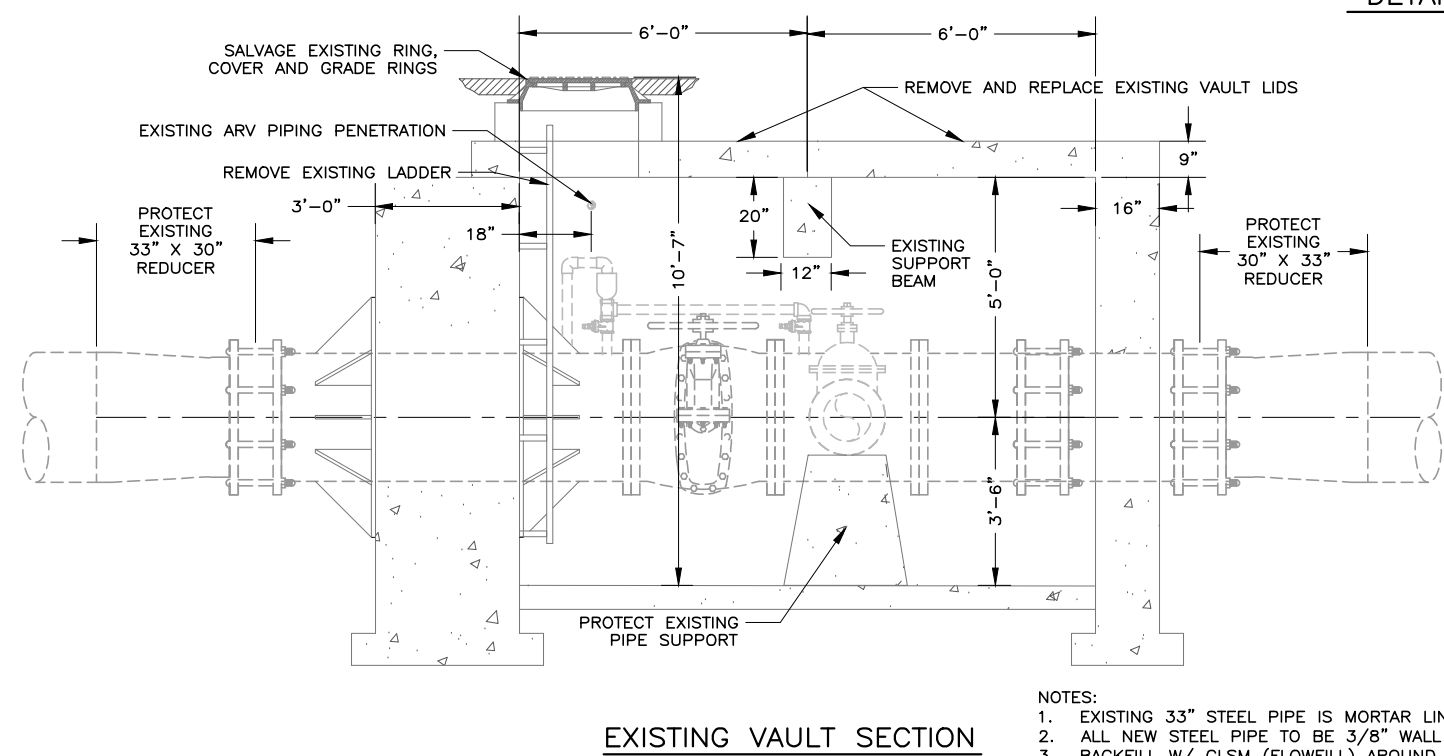
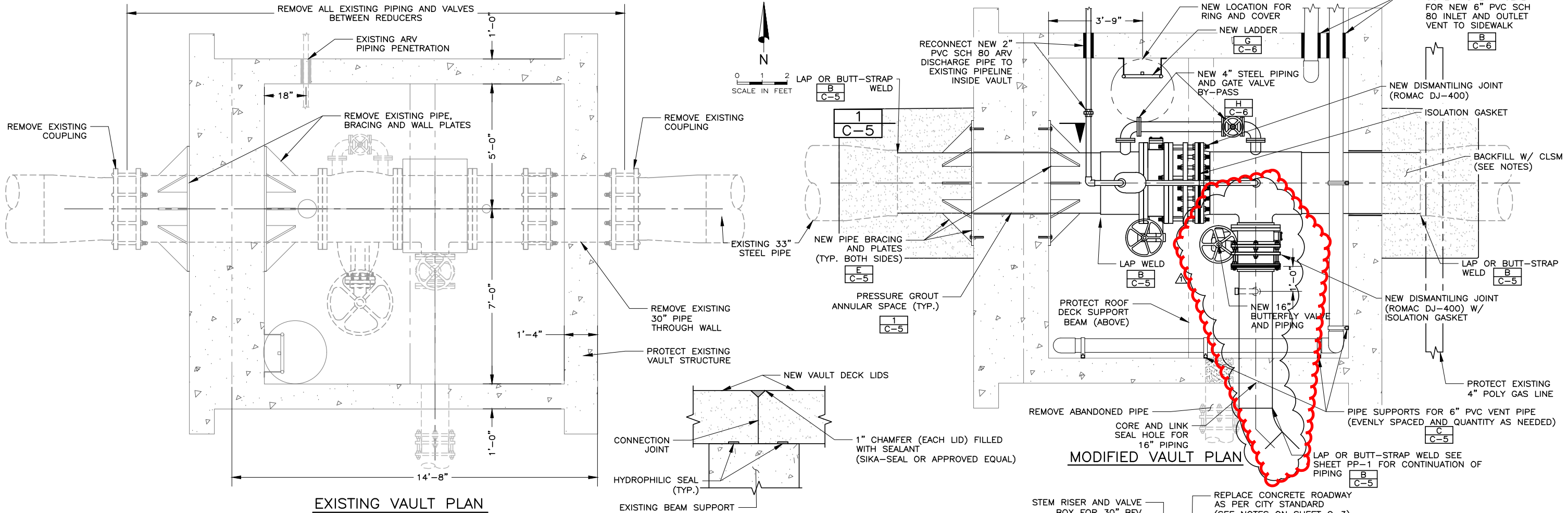


6567 SOUTH 1300 WEST SITE PLAN
(TAYLORSVILLE)

NOTES:

1. CONCRETE SHALL BE RESTORED TO NEAREST JOINT IN ROADWAY AND SIDEWALK AS PER CITY REQUIREMENTS. (SEE SHEET G-3, NOTE 3, "CITY SPECIFIC CONSTRUCTION NOTES" "MURRAY CITY")
2. REPLACE DAMAGED SIGNAL LOOPS AND CONDUITS TO MEET CITY STANDARDS.

FILE NAME: PROJECTS\127 - JVVWD\35.100 - VAULT MODIFICATIONS\CAD\C-2 700 WINCHESTER-R-1.DWG
FILE DATE: 8/3/2020 16:14:48 (BRC)



- NOTES:
1. EXISTING 33" STEEL PIPE IS MORTAR LINED AND TAR WRAPPED COATED.
 2. ALL NEW STEEL PIPE TO BE 3/8" WALL EPOXY LINED AND COATED.
 3. BACKFILL W/ CLSM (FLOWFILL) AROUND PIPE 1'-6" MIN COVER. (TYP.)
 4. CURB, GUTTER, PARK STRIP AND SIDEWALK SHALL BE REPLACED AND CONFORM TO CITY STANDARD.
 5. VALVE BOXES AND MANHOLES SHALL BE INSTALLED ACCORDING TO CITY STANDARD.
 6. CONTRACTOR SHOULD ANTICIPATE DISASSEMBLING PIPE AFTER INSTALL TO REPAIR PIPE COATING.
 7. PIPING SHALL BE DISSINFECTED PER AWWA C651-14 BEFORE PLACING INTO SERVICE.



DESIGNED VGC
DRAFTED BKC
CHECKED MEA
DATE JANUARY 2020

3
2
A

9/14/20
DATE

CHANGE ORDER - ADDED 16" OUTLET PIPE
REVISIONS

REVISIONS

BY
APVD.

SCALE
AS SHOWN

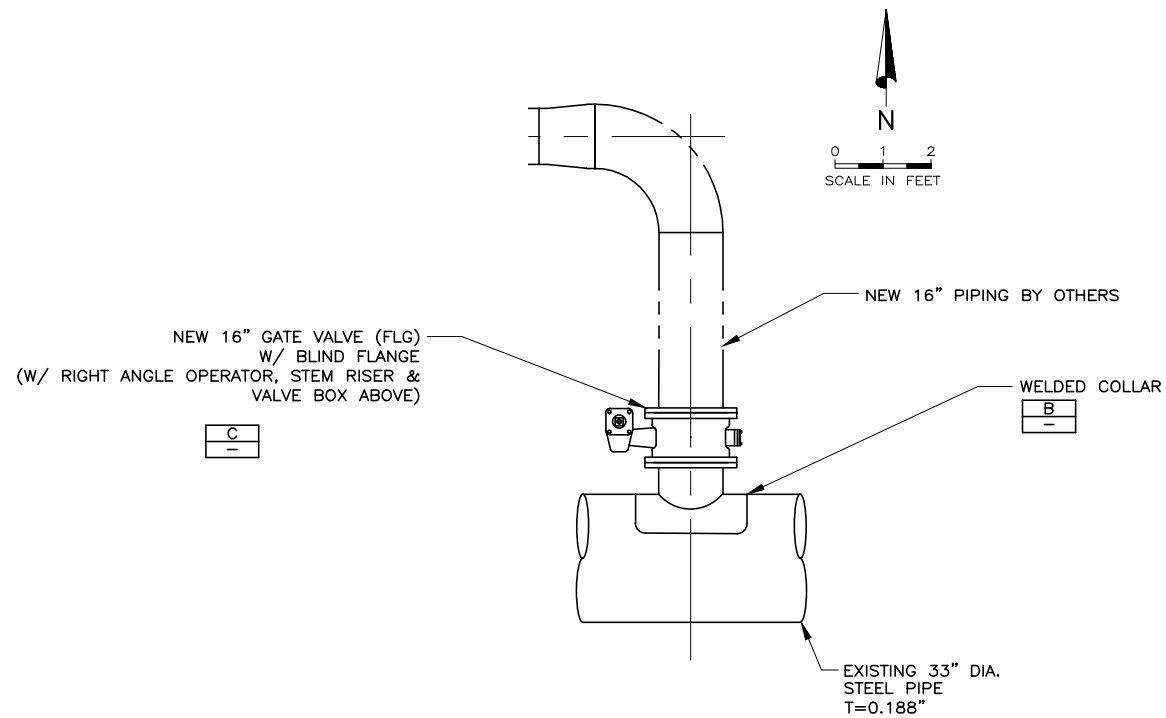


JORDAN VALLEY WATER
CONSERVANCY DISTRICT

VAULT MODIFICATION PROJECT
CIVIL
700 WINCHESTER VAULT MODIFICATIONS

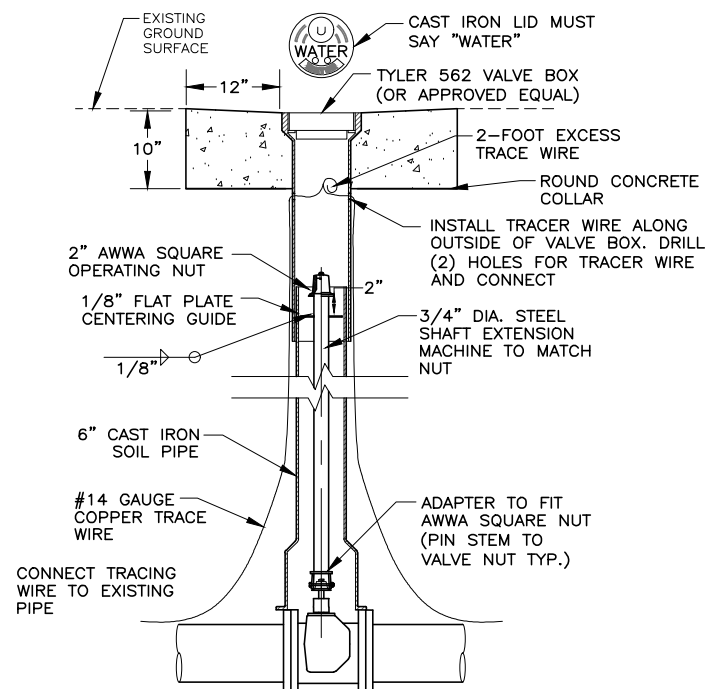
SHEET
C-2
127.35.100

FILE NAME: PROJECTS\127 - JVALCD\35.100 - VAULT MODIFICATIONS\CAD\C-4 145 X 7500.DWG
FILE DATE: 1-2-2020 16:16:30 (BKC)



16" CONNECTOR PLAN

A
C-1



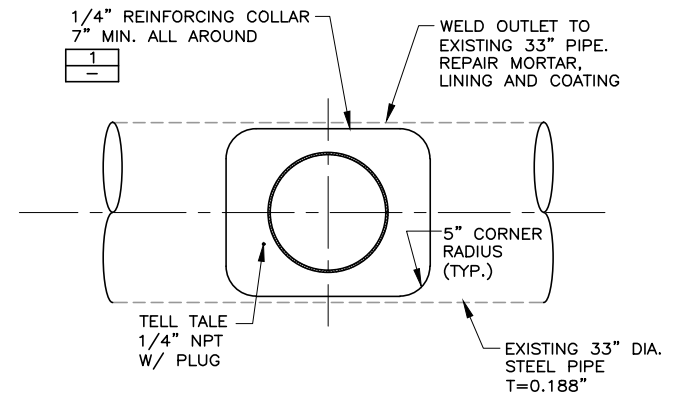
TYPICAL BURIED VALVE INSTALLATION

C
-

N.T.S.

NOTES:

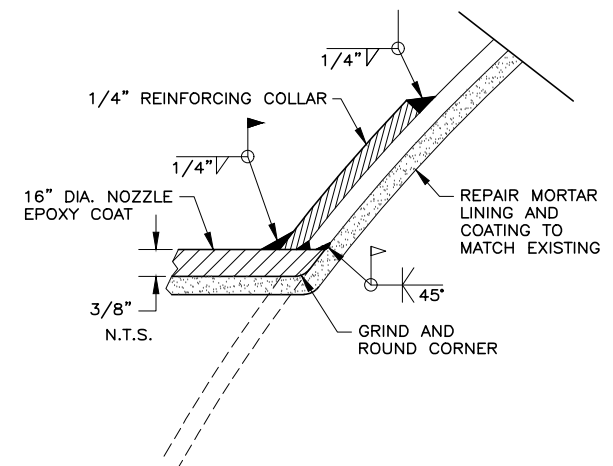
1. VALVE SHALL HAVE A RIGHT-ANGLE DRIVE TO ALLOW VALVE TO BE INSTALLED ON IT'S SIDE. VALVE OPERATING NUT SHALL BE WITHIN 3' TO FINISHED SURFACE. EXTENSION STEMS WITH ROCK SHIELDS SHALL BE PROVIDED WHERE DEPTHS EXCEED 4'.
2. PROVIDE AN EPOXY PROTECTIVE COATING TO EXTERIOR SURFACE OF VALVE STEM RISER.



WELDED CONNECTION DETAIL

B
-

N.T.S.



TYPICAL WELDED CONNECTION

1
-

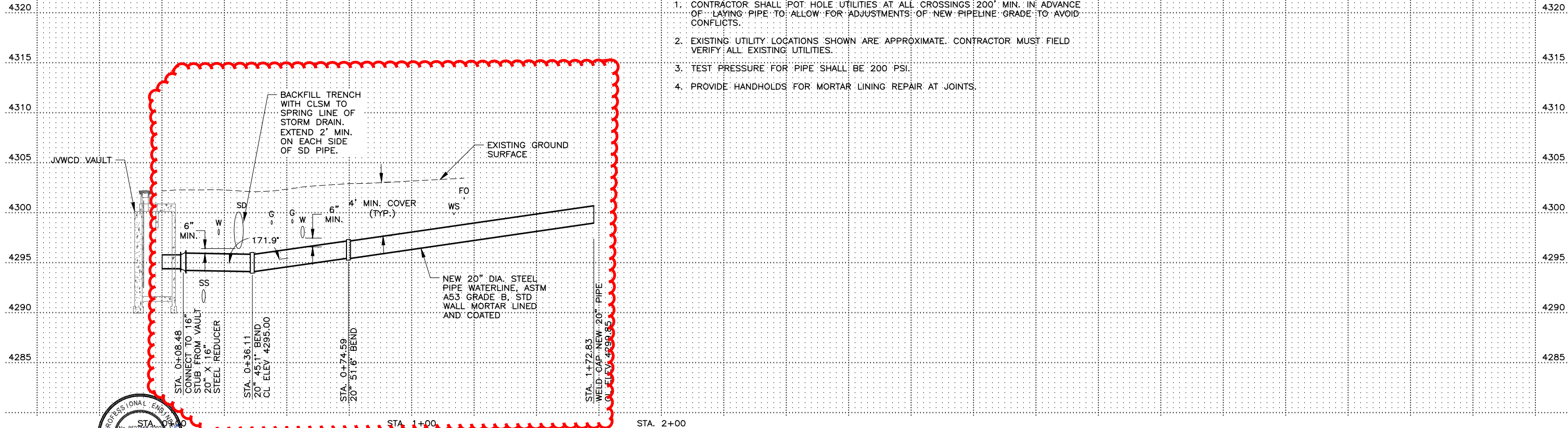
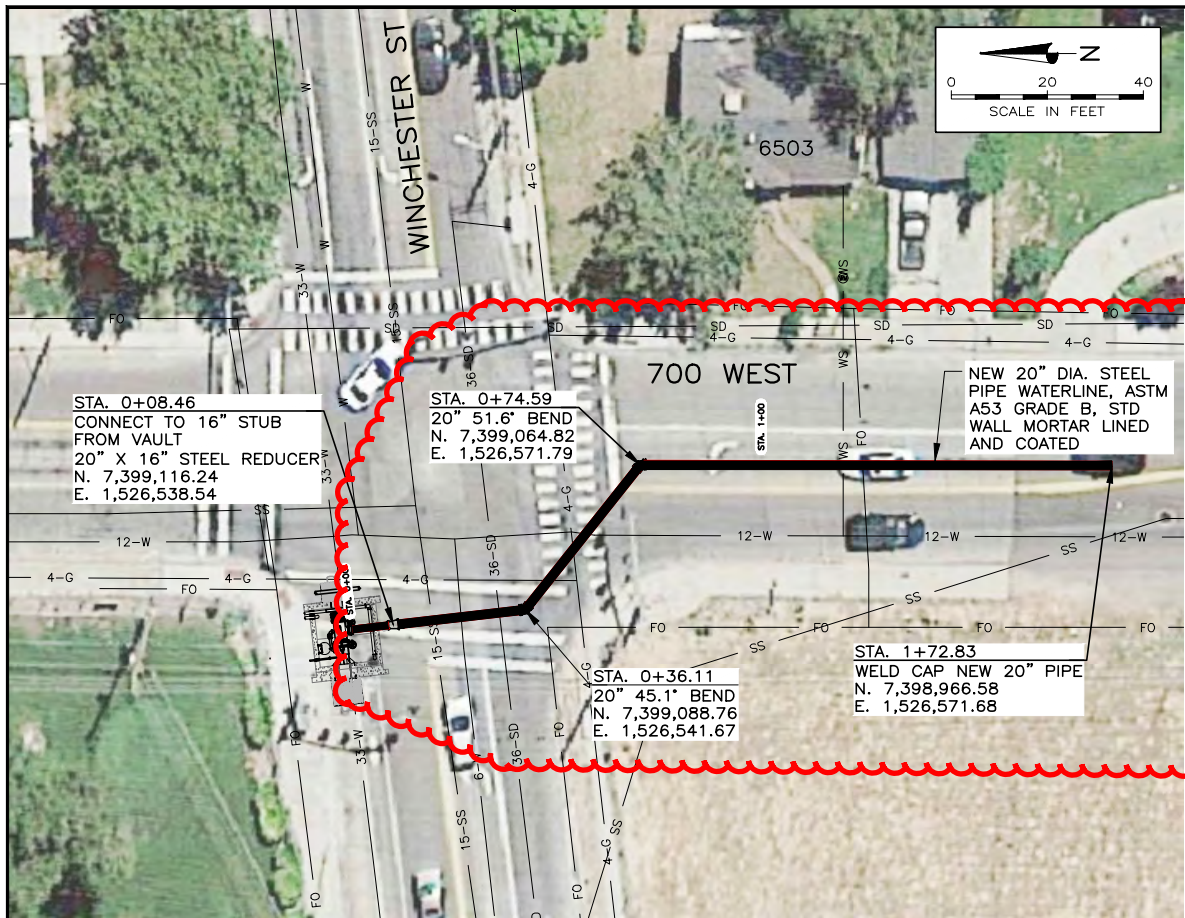
N.T.S.

NOTES:

1. EXISTING 33" STEEL PIPE IS MORTAR LINED AND TAR WRAPPED COATED.
2. ALL NEW STEEL PIPE TO BE 3/8" WALL MORTAR AND EPOXY LINED AND COATED AS SHOWN.
3. BACKFILL W/ CLSM (FLOWFILL) AROUND PIPE 1'-6" MIN COVER. (TYP.)
4. CONTRACTOR SHOULD ANTICIPATE DISASSEMBLING PIPE AFTER INSTALL TO REPAIR PIPE COATING.
5. PIPING SHALL BE DISSINFECTED PER AWWA C651-14 BEFORE PLACING INTO SERVICE.

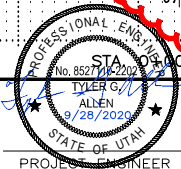
FILE NAME: PROJECTS\141 - MIDVALE CITY\09.100 - GENERAL\700 W JWCD CONNECTION\CAD\BASE 700 WEST.DWG
FILE DATE: 9/23/2020 13:01:36 (TGA)

7/04



NOTES:

1. CONTRACTOR SHALL POT HOLE UTILITIES AT ALL CROSSINGS 200' MIN. IN ADVANCE OF LAYING PIPE TO ALLOW FOR ADJUSTMENTS OF NEW PIPELINE GRADE TO AVOID CONFLICTS.
2. EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR MUST FIELD VERIFY ALL EXISTING UTILITIES.
3. TEST PRESSURE FOR PIPE SHALL BE 200 PSI.
4. PROVIDE HANDHOLDS FOR MORTAR LINING REPAIR AT JOINTS.



DESIGNED TPB
DRAFTED TPB & DCL
CHECKED TGA
DATE SEPTEMBER 2020

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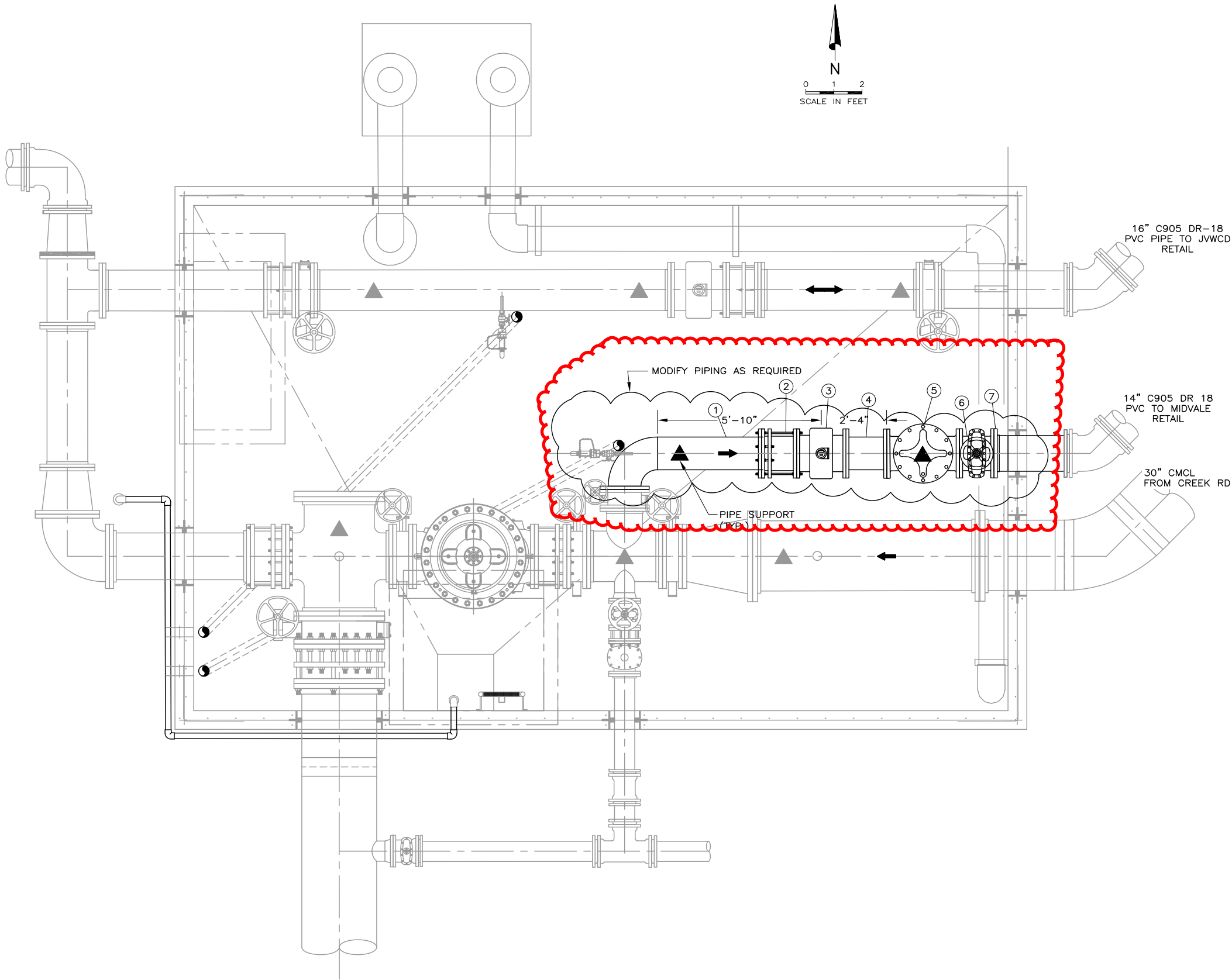
JORDAN VALLEY WATER
CONSERVANCY DISTRICT

700 WEST WATERLINE CONNECTION
700 WEST PLAN & PROFILE
STA. 0+00 TO STA. 1+72

SHEET
PP-1
141.09.100

FILE NAME: PROJECTS\127 - JWCDC\33.100 1000TH EAST METER VAULT\CAD\C-2 - PLAN. PIPE AND FITTING SCHEDULE_R1.DWG
FILE DATE: 9.8.2020 17:02:12 (VGC)

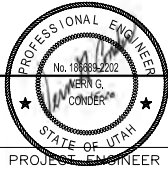
7/04



VALVE & FITTING SCHEDULE			
NO.	DESCRIPTION	SIZE	JOINT
1.	90° WELDMENT (W/ 1 1/2" WELD-O-LET W/ PLUG) WHERE SHOWN	14"	FLG
2.	DISMANTLING JOINT (W. TIE RODS)	14"	FLG
3.	MAG METER	14"	FLG
4.	NEW SPOOL	14"	FLG
5.	NEW PRV WITH CHECK (SINGER 106 RPS)	14"	FLG
6.	GATE VALVE	14"	FLG
7.	NEW SLIP ON FLANGE	14"	FLG X PE

- PIPING MODIFICATION NOTES:
- PIPE ITEM 1 MAY BE REUSED OR NEW. CUT TO LENGTH AS INDICATED.
 - ITEMS 2, 3, AND 6 ARE TO BE REUSED.
 - ITEMS 4 AND 5 ARE NEW. SEE SPECS FOR VALVE.
 - ITEM 7 CUT EXISTING PIPE TO REQUIRED LENGTH TO INSTALL NEW FLANGE.
 - REUSE EXISTING PIPE SUPPORTS. RELOCATE IF REQUIRED.
 - STEEL PIPE TO BE ASTM A53 GRADE B, STD WALL EPOXY LINED AND COATED.

METER VAULT A
FLOOR PLAN C-1



DESIGNED	VGC	3
DRAFTED	BKC	2
CHECKED	MEA	1
DATE	JANUARY 2020	NO.

NO.	DATE	REVISIONS	BY	APVD.

SCALE
AS
SHOWN



VAULT MODIFICATION PROJECT
CIVIL
METER VAULT PLAN AND FITTING SCHEDULE

SHEET
C-7
127.35.100

EXHIBIT 2

Exhibit 2
 Cost-Sharing of the Three Vault Improvement Project

Item No.	Description	Quantity	Unit	Cost
1	New turn-out at 145 West 7500 South	1	LS	\$40,740
2	New turn-out at 700 West Winchester and new 20-inch piping	1	LS	\$262,568
3	Improvements to the 987 East 7800 South meter station	1	LS	\$41,204
4	Design and Construction Management	1	LS	\$15,500

Estimated Total Cost: \$360,012

District will pay 50% of the improvements to the 987 East 7800 South meter station: \$20,602

Midvale will pay the cost of the improvements at 145 West 7500 South, 700 West Winchester, 50% of the improvements to the 987 East 7800 South meter station, and Design & CM: \$339,410



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: December 8, 2020

ITEM TYPE: ACTION ITEM

SUBJECT: Consider Resolution No. 2020-R-51 Appointing Stacey Phillips to Represent Midvale City on the Salt Lake County Community & Economic Development Advisory Council.

SUBMITTED BY: Mayor Robert Hale

SUMMARY:

The Community & Economic Development Advisory Council is made up of up to 15 resident representatives. They try to include an appointed resident from each of the participating jurisdictions and Metro Townships. This group reviews all the “Hard Cost” projects which includes Acquisition, Housing Programs, Facility Improvements, Public Infrastructure Projects, and Economic Development. The funding for these programs includes the Community Development Block Grant (CDBG) grant funds.

The Council meets once a week for a three-month period (January – March). Members all spend many hours outside the meetings reviewing, scoring and ranking the applications received then discussing them during the Council meetings. It is an extensive process and the volunteers are very dedicated to making the process fair and transparent.

Mr. Allen Litster has served as the City’s representative on CEDAC for the past six years and has reached the end of his allowable term. It is my recommendation to appoint Stacey Phillips to represent Midvale City on the Community & Economic Development Advisory Council.

FISCAL IMPACT: None

STAFF’S RECOMMENDATION AND MOTION:

I MOVE to approve Resolution No. 2020-R-51 Appointing Stacey Phillips to Represent Midvale City on the Salt Lake County Community & Economic Development Advisory Council.

Attachments:
Resolution No. 2020-R-51

**MIDVALE CITY, UTAH
RESOLUTION NO. 2020-R-51**

**A RESOLUTION APPOINTING STACEY PHILLIPS TO REPRESENT
MIDVALE CITY ON THE SALT LAKE COUNTY COMMUNITY & ECONOMIC
DEVELOPMENT ADVISORY COUNCIL BEGINNING JANUARY 2021**

WHEREAS, the Salt Lake County Community & Economic Development Advisory Council (CEDAC) is comprised of 15 resident representatives from each participating jurisdiction and metro townships; and

WHEREAS, the CEDAC reviews all the “Hard Cost” projects which includes acquisition, housing programs, facility improvements, public infrastructure projects, and economic development. The funding for these programs includes the Community Development Block Grant (CDBG) grant funds; and

WHEREAS, the current Midvale City representative on the Salt Lake County Community & Economic Development Advisory Council (CEDAC) term has ended; and

WHEREAS, the Midvale City Council desires to fill the vacancy on the Salt Lake County Community & Economic Development Advisory Council beginning January 2021.

NOW THEREFORE BE IT RESOLVED, based on the foregoing, the Midvale City Council does hereby appoint Stacey Phillips to represent Midvale City on the Salt Lake County Community & Economic Development Advisory Council beginning January 2021.

APPROVED AND ADOPTED this 8th day of December 2020.

Robert M. Hale, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

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



MIDVALE CITY COUNCIL SUMMARY REPORT

December 8, 2020

SUBJECT:

Resolution 2020-R-52 Declaring the Property Located in Sandy City Surplus and Authorizing the Mayor to Execute Documents to Sell Property to Adjacent Property Owner

SUBMITTED BY:

Lisa Garner, City Attorney

SUMMARY:

This item came before the Council as a discussion item on August 27, 2019. In 1991 UDOT deeded a small strip of land to Midvale City. The land had been previously used, by virtue of an easement, for a water line that serviced Midvale residents. It appears that UDOT deeded the property to Midvale so that Midvale could then sell the abandoned easement property to the adjacent property owners. This intention is evidenced by a deed from Midvale City to one of the adjacent property owners dated August of 1991. However, there was a small piece of property that remained the ownership of Midvale City. The adjacent property owner discovered that this piece of property was owned by Midvale City and now desires to purchase this property from the City. This piece is approximately .27 acres and valued at \$700.00 by the Salt Lake County Assessor's Office. As the property is under one acre and valued at less than \$100,000.00, it is not considered a significant piece of property under Title 3 of the Midvale Municipal Code and is not required to be publicly noticed. It is staff's recommendation that the remnant piece of property be declared surplus property and sold to the adjacent property owner with an access easement for another adjacent property owner.

FISCAL IMPACT:

Midvale City will receive the assessed value of the property of \$700.00.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve Resolution 2020-R-52 declaring the property located within Sandy City, Parcel Number 22-31-379-027-0000, surplus and allowing the City to execute the necessary documents to effectuate the transfer of the property to the adjacent property owner: Lyle E. Kunz ,Trustee of the Clayton and Sharon Green Family Trust Dated December 2, 2020.

RECOMMENDED MOTION:

- 1. I move that we approve Resolution 2020-R-52 declaring the property located within Sandy City, Parcel Number 22-31-379-027-0000, surplus and allowing the City to execute the necessary documents to transfer the property to the adjacent property owner: Lyle E. Kunz, Trustee of the Clayton and Sharon Green Family Trust Dated December 2, 2020 with an access easement granted to the adjacent property on the southern end of the Property, Parcel Number: 22-31-379-029-0000, currently owned by Major Realty, LLC.*

Attachments:

- Resolution 2020-R-52 Declaring the Property Located Within Sandy City Surplus and Authorizing the City to Execute Necessary Documents to Transfer the Property to the Adjacent Property Owner.
- Vicinity Map

**MIDVALE CITY, UTAH
RESOLUTION NO. 2020-R-52**

**A RESOLUTION DECLARING THE PROPERTY LOCATED WITHIN SANDY CITY
SURPLUS AND AUTHORIZING THE CITY TO EXECUTE NECESSARY
DOCUMENTS TO TRANSFER THE PROPERTY TO ADJACENT PROPERTY
OWNER.**

WHEREAS, pursuant to Utah Code Annotated § 10-8-2 and Title 3 of Midvale Municipal Code, the City has authority to surplus and dispose of real property; and

WHEREAS, a request has been made to designate surplus and dispose of the property described in Exhibit A (“the Property”); and

WHEREAS, Midvale gained ownership of the Property in 1991 from the Utah Department of Transportation after the abandonment of a waterline that had been previously used to service Midvale residents; and

WHEREAS, after the waterline had been abandoned, Midvale did not use the Property and was unaware of its ownership until the summer of 2019; and

WHEREAS, during the entirety of Midvale’s ownership, the Property has been used and enjoyed by the adjacent property owners; and

WHEREAS, the Property is approximately .27 acres and valued at \$700.00 by the Salt Lake County Assessor’s Office.

WHEREAS, pursuant to Title 3 of the Midvale Municipal Code, public notice is not required because the Property is under one acre and valued at less than \$100,000.00,

WHEREAS, each city department has reviewed the request to determine potential impact to the City and made a recommendation to approve the surplus request; and

WHEREAS, after careful consideration, the City Council determined the surplus and disposal of the Property would be in the best interest of the City.

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

Section 1. The foregoing recitals are true and correct; and

Section 2. The Property listed in Exhibit A is hereby determined and declared to be surplus to the needs of the City; and

Section 3. The Mayor and Staff are hereby authorized to convey the Property to the adjacent property owner: Lyle E. Kunz as Trustee of the Clayton and Sharon Green Family Trust Dated December 2, 2020, subject to the following conditions:

1. The Property sales price shall be \$700.00.
2. The City will convey the Property by a Quitclaim Deed in an “as-is” condition without any representations or warranties, express or implied, regarding the Property.
3. The Property will be conveyed with an access easement for the adjacent property on the southern end of the Property (Parcel ID: 22-31-379-029-0000, currently owned by Major Realty, LLC).
4. The Mayor is authorized to sign any documents needed to transfer ownership of the Property.

APPROVED and **ADOPTED** this 8th day of December, 2020.

Robert M. Hale, Mayor

ATTEST:

Rori L. Andreason, City Recorder

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

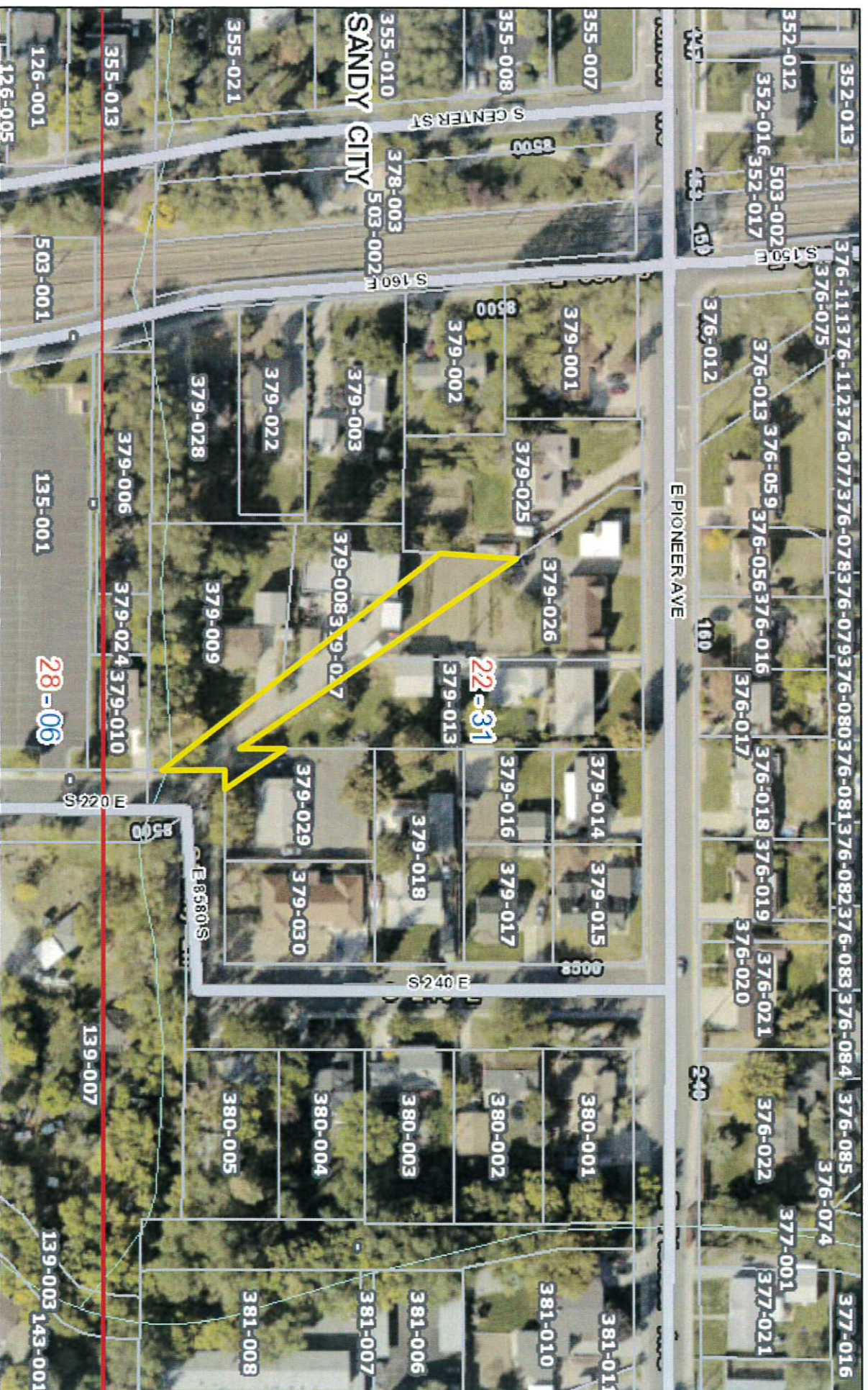
EXHIBIT A

PARCEL NUMBER: 22-31-379-027-0000

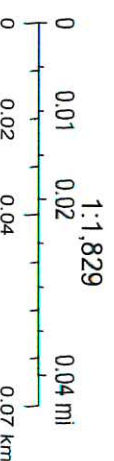
A PART OF THE SW QUARTER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY DESCRIBED AS FOLLOWS: COMMENCING AT THE S1/4 CORNER OF SAID SECTION 31 AND PROCEEDING N00°11'51"E, 66.42 FT; THENCE N89°48'09"W, 663.35 FT TO THE TRUE POINT OF BEGINNING, THENCE N37°52'57"W, 298.06 FT; THENCE THENCE N04°17'20"E, 10.39 FT; THENCE N03°49' 59" E, 31.46 FT; THENCE S40°39'34"E, 120.85 FT; THENCE S00°20'59"W, 11.02 FT; THENCE S32°43'47"E, 153.20 FT; THENCE N01°30'23"W, 25.15 FT; THENCE S37°38'06"E, 51.93 FT; THENCE WEST, 12.45 FT; THENCE S00°17'05"W, 29.80 FT; TO THE TRUE POINT OF BEGINNING. HAVING AN AREA OF 7790.1 SQUARE FEET, 0.179 ACRES

LESS AND EXCEPTING AN ACCESS EASEMENT FOR THE BENEFIT OF PARCEL NO. 22-31-379-029-0000

Sandy Property



August 23, 2019



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

This map was created by the office of the Salt Lake County Assessor, in cooperation with the offices of Surveyor, Recorder, Auditor, and Information Services. Copyright 2013, Assessor GIS. The information depicted here is to be taken as an approximate fit in regards to the spatial position of the layers presented. This map is not intended to represent an actual field Survey of, nor establish the actual relation between, any of the layers depicted here.



MIDVALE CITY COUNCIL SUMMARY REPORT

December 8, 2020

SUBJECT:

Temporary Zoning Ordinance for Monument Sign Standards in the Main Street Form-Based Code Zone - Ordinance No. 2020-O-20

SUBMITTED BY:

Matt Dahl, Assistant City Manager

SUMMARY:

Earlier this year, City Council members expressed interest in having electronic signage on the Midvale City Hall site for the purposes of providing information to the public on a variety of issues. However, the primary and pressing need was to provide information regarding the COVID-19 pandemic. Staff has pursued the design and procurement of an LED sign to achieve the City's communication goals. Through that process, staff determined that in order for the sign to have the proper pedestal, display area, and branding that it would narrowly exceed the limitations on height and surface area established in the Main Street Form-Based Code (FBC).

Staff has also pursued a plan to fund the sign and its related infrastructure with the Federal CARES Act resources received by the City. Projects funded through the CARES Act must be completed by December 31, 2020. Given the immediate need to keep our community informed about the current health crisis, the limited amount of time that funding is available, and the duration of the normal process to amend land use regulations, City staff seeking a temporary zoning ordinance that would allow for the installation of the proposed sign.

In cases where there is a compelling, countervailing public interest, both the Midvale City Municipal Code and Utah Code allow the City to adopt a temporary zoning ordinance, effective for no longer than 6 months, without going through the typical ordinance amendment process. Staff has prepared a temporary ordinance that would establish new conditions for monument signs and that would allow for the construction of the proposed LED sign. The temporary ordinance would include the following:

Buildings on a lot with a width of greater than six hundred feet, measured across a primary frontage, may have signage with the following parameters along such frontage:

- *Up to 9' tall and a maximum area of 75 SF per sign face.*
- *Up to two monument signs on one frontage.*
- *Signs shall be at least three hundred feet apart.*

- *Monument signs may not be pole mounted.*
- *Manually changeable text is not permitted for monument signs.*
- *May serve multiple purposes, such as seating.*
- *If placed closer than five feet from the front and corner side property lines, signs must meet clear view requirements.*
- *Double sided signs are permitted.*

Placing this temporary ordinance into effect would allow staff to install the proposed LED sign using CARES Act funding and meet the need to provide another means of communicating with the public during the current public health emergency. The temporary timeframe proposed in the ordinance could also allow for the monument sign requirements to be reviewed and changed if necessary through the typical ordinance amendment process.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance No. 2020-O-20, an ordinance establishing temporary monument sign standards in the Main Street Form-Based Code (MS-FBC) Zone, as presented.

RECOMMENDED MOTION:

“I move that we adopt Ordinance No. 2020-O-20, an ordinance establishing temporary monument sign standards in the Main Street Form-Based Code (MS-FBC) Zone, as presented.

ATTACHMENTS:

- Ordinance No. 2020-O-20

ORDINANCE NO. 2020-O-20

**AN ORDINANCE ESTABLISHING TEMPORARY MONUMENT SIGN
STANDARDS IN THE MAIN STREET FORM-BASED CODE (MS-FBC)
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, Subsection 17-7-11.10(E) of the Midvale City Municipal Code currently prohibits monument signs taller than 6’ in height with a sign area of more than 50 square feet; and

WHEREAS, the City Council desires a monument sign to be placed on the City Hall property to provide citizens and visitors with emergency information about the ongoing Coronavirus-19 pandemic; and

WHEREAS, although the City has sought to shrink the monument sign to comply with the existing zoning regulations, its contractor has indicated that it cannot reduce the sign any further and meet the communication needs of the City; and

WHEREAS, the City Council desires to adopt a temporary land use ordinance with the minimum dimensions necessary to construct a monument sign to provide emergency information about the ongoing Coronavirus-19 pandemic to citizens and visitors.

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

Section 1. Finding of compelling, countervailing public interest. This ordinance incorporates the recitals and finds that the recitals constitute a compelling, countervailing public interest which justifies the temporary land use regulation set forth in the Section 2 below.

Section 2. Temporary Zoning Regulation. From the effective date of this ordinance and during the period of the temporary land use regulation, Subsection 17-7-11.10(E) of the Midvale City Municipal Code is amended to reflect the language in Exhibit A.

Section 3. Duration. This temporary land use regulation shall remain in effect for a period of six months from the effective date of this ordinance or until the effective date of a City Council action adopting revisions to monument sign standards in Subsection 17-7-11.10(E) of the Midvale City Municipal Code, whichever occurs first.

Section 4. 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

Quinn Sperry

Paul Glover

Heidi Robinson

Bryant Brown

Dustin Gettel

“Aye”

“Nay”

Date of first publication: _____

Chapter 17-7-11
MAIN STREET FORM-BASED CODE (MS-FBC)

Sections:

- 17-7-11.1 The Main Street neighborhood.
- 17-7-11.2 Form districts.
- 17-7-11.3 Uses.
- 17-7-11.4 Street types.
- 17-7-11.5 Frontages.
- 17-7-11.6 Building types.
- 17-7-11.7 Open space.
- 17-7-11.8 Landscaping.
- 17-7-11.9 Parking.
- 17-7-11.10 Signage.
- 17-7-11.11 Administration.
- 17-7-11.12 Definitions.

17-7-11.1 The Main Street neighborhood.

[No changes in this section.]

17-7-11.2 Form districts.

[No changes in this section.]

17-7-11.3 Uses.

[No changes in this section.]

17-7-11.4 Street types.

[No changes in this section.]

17-7-11.5 Frontages.

[No changes in this section.]

17-7-11.6 Building types.

[No changes in this section.]

17-7-11.7 Open space.

[No changes in this section.]

17-7-11.8 Landscaping.

[No changes in this section.]

17-7-11.9 Parking.

[No changes in this section.]

17-7-11.10 Signage.

A. General Requirements....

B. Wall Signs....

C. Awning Signs....

D. Hanging/Projecting Signs....

E. Monument Signs.

1. Intent. A monument sign is freestanding and located in a front or side yard of a lot.
2. Regulations.
 - a. Monument signs shall be developed according to the standards in Table 10.04.
 - b. Multiple tenant buildings on a lot with a width of greater than three hundred feet, measured across the front property line, may have signage with the following parameters:
 - i. Up to two monument signs on one frontage.
 - ii. Signs shall be at least one hundred fifty feet apart.
 - iii. Monument signs may not be pole mounted.
 - iv. Manually changeable text is not permitted for monument signs.
 - v. May serve multiple purposes such as seating.
 - vi. If placed closer than five feet from the front and corner side property lines, signs must meet clear view requirements.
 - vii. Double-sided signs are permitted.

- c. Buildings on a lot with a width of greater than six hundred feet, measured across a primary frontage, may have signage with the following parameters along such frontage:
- i. Up to 9' tall and a maximum area of 75 SF per sign face.
 - ii. Up to two monument signs on one frontage.
 - iii. Signs shall be at least three hundred feet apart.
 - iv. Monument signs may not be pole mounted.
 - v. Manually changeable text is not permitted for monument signs.
 - vi. May serve multiple purposes, such as seating.
 - vii. If placed closer than five feet from the front and corner side property lines, signs must meet clear view requirements.
 - ±viii. Double-sided signs are permitted.

Table 10.04
Monument Sign Requirements

1.	Permitted Districts	TCC
2.	Sign Area	50 SF max. area per sign face.
3.	Total Size	6' height by 10' width by 3' depth, including sign face(s) and all support structures.
4.	Location	Primary street and side street BTZ.
5.	Placement	1 max. per street frontage. When placed at the intersection of two street frontages, the sign shall not obstruct the sight distance triangle.
6.	Quantity	1 max. per street frontage.
7.	Internal Illumination	Permitted for individual letters and logos
8.	Materials	Solid wood, metal, masonry, and glass are permitted. Plastic and synthetics are permitted only as separate alphanumeric characters or logo elements. All structural supports shall be made of metal or wood.

Figure 10.04
Monument Sign Example



F. Freestanding Post Signs....

G. Window Signs....

17-7-11.11 Administration.

17-7-11.12 Definitions.



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: December 8, 2020

SUBJECT: Consider Approval of Terms & Conditions Agreement with Freedom LED, LLC to install an LED Monument Sign at Midvale City Hall (Resolution 2020-R-53)

SUBMITTED BY: Laura Magness, Communications Director

SUMMARY:

The World Health Organization declared a public health emergency on January 30, 2020, and on March 13, 2020 the Midvale City Council declared a local emergency, due to COVID-19. The Coronavirus Aid, Relief, and Economic Security Act was passed on March 27, 2020 to provide financial assistance to public employers to deal with necessary expenditures incurred due to the public health emergency as long as the expenses are incurred between March 1, 2020 and December 30, 2020 and were not accounted for in City's most-recently adopted budget. The U.S. Treasury has indicated that costs incurred to communicate important COVID-19 messages with the community are necessary expenditures.

Midvale City is committed to utilizing a variety of communications tools to communicate important COVID-19 messages to combat and reduce the spread of COVID-19. Installing an LED monument sign at City Hall would provide an additional tool to share these important messages with the community.

FISCAL IMPACT: N/A

STAFF'S RECOMMENDATION AND MOTION:

Staff recommends approval of Resolution No. 2020-R-53.

I move that we adopt Resolution 2020-R-53, approving the Terms & Conditions Agreement with Freedom LED, LLC to install an LED monument sign at Midvale City Hall.

Attachments:

Terms & Conditions Agreement

Resolution 2020-R-53

LED Monument Sign Scope of Work

**MIDVALE CITY CORPORATION
RESOLUTION 2020-R-53**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH
FREEDOM LED, LLC FOR THE INSTALLATION OF A
LED MONUMENT SIGN AT MIDVALE CITY HALL.**

WHEREAS, on January 30, 2020, the World Health Organization declared the outbreak of a Novel Coronavirus Disease (COVID-19) as a public health emergency of international concern; and

WHEREAS, on March 13, 2020, the Midvale City Council declared a local emergency due to COVID-19; and

WHEREAS, on March 27, 2020 the Coronavirus Aid, Relief, and Economic Security Act was passed to provide financial assistance to public employers to deal with necessary expenditures incurred due to the public health emergency; and

WHEREAS, the Coronavirus Relief Fund is available to reimburse government recipients for necessary expenditures due to the COVID-19 public health emergency that were not accounted for in the government recipient's most-recently appropriated budget and that were incurred during the period between March 1, 2020 and December 30, 2020; and

WHEREAS, guidance issued by the U.S. Treasury Department indicates that necessary expenditures may include communications by local agencies related to COVID-19; and

WHEREAS, Midvale City is committed to utilizing a variety of communications tools to communicate important COVID-19 messages with the community; and

NOW, THEREFORE, be it resolved by the Midvale City Council as follows:

PART 1:

The Mayor is hereby authorized to sign TERMS & CONDITIONS AGREEMENT dated November 30, 2020 between Midvale City and Freedom LED, LLC, as shown in Exhibit A.

PART 2:

This resolution shall take effect immediately.

Passed and adopted by the City Council of Midvale City, State of Utah, this 8th day of December 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

TERMS & CONDITIONS AGREEMENT

Freedom LED, LLC

Freedom LED, LLC ("Freedom") is a Utah limited liability company in the business of designing, constructing and installing the best quality signs in the state of Utah. Freedom goes the extra mile to make clients happy and is proud of its excellent track record and reputation. This TERMS AND CONDITIONS AGREEMENT ("Agreement") is entered into by and between Freedom and "Purchaser" (the parties to the Purchase Contract) (collectively referred to as the "parties") as of the date signed by Purchaser, and includes the following terms and conditions:

1. This agreement is for specially constructed signage equipment, parts and LED signs. Upon acceptance, this Agreement is not subject to cancellation. Freedom shall not be responsible for any error, omissions or deficiencies in plans, designs, specifications or drawings furnished or accepted by Purchaser or for any defects or damages caused thereby. Any revisions to work in progress will be charged as necessary.
2. Freedom shall be responsible for securing all necessary governmental permits which are required for the installation of the signage equipment. Purchaser assumes all liability (for personal injury, property damage or otherwise) caused by the sign or by reason of it being on or attached to the real property where it is installed. Purchaser to secure necessary permission for use of all registered trademarks or copyrights and shall assume all liability for patent and trademark infringement. Purchaser agrees to defend, indemnify and hold Freedom harmless against any claim, loss, cost, liability, or expense resulting from infringement, asserted or actual, of patents, trademarks, copyrights, or otherwise.
3. State law does not allow Freedom or like vendors to engage in the electrical work in making the sign operational. Accordingly, Purchaser shall hire, and pay for, a licensed electrical contractor to install all necessary electrical wiring, outlets and connections to the sign from Purchasers' building meter and/or fusel panel, in accordance with all applicable code regulations.
4. Installation prices quoted are subject to increase where subsurface soil conditions affect foundations, subsurface obstacles (i.e. rocks) or where unforeseen fascia impediments (i.e. steel structural beams), are encountered.
5. Purchaser is responsible for all insurance(s) of the contracted signs when the contracted signs are on the Purchaser's premises and/or location as to where the signs are contracted/agreed to be installed.
6. As required by state law, Freedom identification tags, which include its name and logo in a form approved by Freedom, shall be affixed to each sign. Purchaser's removal or alteration of such tags shall void any warranty offered by Freedom. Any ropes, straps, bungee cords, or anything tied to or item that that bumps, rubs, scratches, or any other damage, will void all warranties. In the event of any other company should service, fix, touch, *etc.* will void all warranties. In addition, if Purchaser mounts any fixtures on the Sign, or sues a company other than Freedom to service the sign (unless authorized by Freedom), it will void all warranties.
7. Payments for items purchased under this Agreement are as follows: 50% deposit upon signing this Agreement ("Deposit"), and the remaining balance is due upon completion and acceptance by Purchaser. Freedom will consider a job complete when the contracted

sign(s) is installed, working correctly, and has been accepted by Purchaser. Purchaser hereby agrees to pay a late charge of 1%, per day, on all invoices not paid within ten (10) days of the job completion. Any credit cards used for deposits or balances of signs are not subject to cancellation.

8. If payment is not made pursuant to this Agreement, Purchaser agrees to pay Freedom's reasonable attorney fees and costs in connection with any overdue accounts, regardless of whether formal legal action is taken to collect those overdue accounts. This Agreement is not subject to cancellation upon acceptance, except in the event that Freedom is unable to secure a permit to begin work, in which event Freedom will make a full refund with the exception of any engineering or city filing fees paid. Due to the custom nature of the specialized products and materials used to build the sign(s), any deposits made pursuant to this Agreement are non-refundable. Delivery dates and times are subject to start after the Deposit is paid in full and proper permits have been issued by the city, landlords, and other necessary parties. Additionally, if payment is not made pursuant to this Agreement, Freedom may turn off and take control of the contracted sign(s). Freedom remains the owner of any contracted signs until such time that the balance is paid in full.
9. All applicable taxes payable under the laws of the state into which Freedom has property delivered or installed as mentioned herein, shall be added to the quoted "Purchase Price," which Purchase Price will be set forth in a separate Purchase Contract from Freedom. Purchaser shall pay the priced of these taxes on any and all signed contracts and will indemnify Freedom from the same.
10. Freedom will complete the contracted sign(s) by December 30, 2020, barring unforeseen circumstances that may cause delay, including (not limited to): unforeseeable delays in shipping the products, labor disputes, natural disasters, acts of God, or inadequate payment of deposits.
11. Title to all signage equipment, parts and LED signs covered by this Agreement, whether or not a cash or lease order, shall remain in possession and control of Freedom LED and shall not be deemed to constitute a part of the real property to which it may be attached until the Purchase Price is paid in full. Purchaser expressly grants Freedom a UCC Security Interest Lien to all signage equipment, parts and LED signs, whether or not installed and attached to real property until payment is made in full. In the event of any default by Purchaser, including, but not limited to, payment of any amounts due and payable under this Agreement, Freedom may take any action to perfect or enforce its security interest at once (and without further notice or process of law) take possession of and remove, as and when it sees fit and wherever founds, all signage equipment, LED signs and parts used or intended for use in the construction of said signage equipment and any and all property called for in this Agreement without being liable for trespass or destruction of Purchaser's real or personal property. Any equipment that is repossessed can and will be sold immediately for any amount of money that Freedom sees fit to be able to mitigate Freedom's damages by offsetting amounts due for any unpaid balance. Under such circumstances, the Purchaser's non-refundable deposit is completely forfeited.
12. In the event Purchaser fails to make any payment under the terms of the Purchase Contract or this Agreement, Purchaser grants Freedom (and its affiliates or assigns) a consensual lien to Purchaser's rights in the sign and any sign equipment. Freedom may enforce this consensual lien (as well as any statutory lien allowed by a contractor,

mechanic, material man, or similar lien statute) to collect any balance owed and all amounts arising under the Purchase Contract or this Agreement. Purchaser expressly grants Freedom permission to file a notice of lien with any government entity Freedom deems necessary to protect or enforce the liens set forth in this Paragraph. In the event that Freedom files a lien against Purchaser with a government entity, Purchaser expressly waives any slander of title claim against Freedom, its affiliates or assigns.

13. In the event of any dispute concerning or arising this Agreement, Freedom at its sole election may give notice and require any dispute between the parties to be resolved through binding arbitration. Any arbitration shall be governed by the Utah Uniform Arbitration Act (UUAA). An arbitrator shall be an experienced neutral third-party agreeable to both the Purchaser and Freedom. Upon prevailing in arbitration, the prevailing party shall be awarded its attorney fees, expenses and costs incurred to arbitrate.
14. In not event will Freedom be liable to Purchaser for any lost profits, lost savings, or consequential, incidental, indirect, exemplary or other damages arising out of or relating, directly or indirectly, to Purchaser's inability to use the equipment or a breach of this Agreement, even if Freedom is advised of the possibility of such damages. Without waiving the foregoing, any damage(s) otherwise awarded to Purchaser directly arising under or indirectly relating to this Agreement shall be limited exclusively to the amount(s) actually paid to Freedom by Purchaser.
15. This Agreement shall be governed in accordance with the laws of the state of Utah (without regard to its choice of law provisions). Furthermore, the parties hereto agree that any dispute arising here from shall have a venue in the State of Utah, County of Salt Lake.
16. The parties agree this Proposal and Agreement constitute the entire agreement between them and that no other oral representations have been made. If any provision of the Agreement is held by a court or other tribunal having jurisdiction to be unenforceable, the parties intend that the remaining provisions shall be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
17. Freedom offers Purchaser a five (5) year parts warranty on the Led sign through the LED sign manufacturer. Freedom also offers Purchaser a one (1) year labor warranty on the LED sign. Any warranty offered by Freedom must be express. In no event shall Freedom offer a "full" warranty. Freedom EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY, IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Any warranty offered by Freedom shall be voided if Purchaser causes damage to the LED sign or allows a party other than Freedom to service the LED sign.
18. Insurance and indemnification
 - a. Insurance.
 - i. Coverage Amounts. Freedom must retain, at a minimum, the following insurance coverages for the term of this Agreement:
 1. Commercial General Liability: \$2,000,000 combined single limit per occurrence and \$3,000,000 in the aggregate;
 2. Automobile Liability: \$1,000,000 combined single limit; and
 3. Worker's Compensation Insurance at statutory limits.

- ii. Additional Insured. Except for its Worker's Compensation Insurance policy, Freedom must list Midvale City as an additional insured on the insurance policies required under this Agreement.
- iii. Primary Insurance. Freedom's insurance policies are required to be primary, non-contributory, and not in excess of any insurance or self-insurance policies available to or maintained by Purchaser.
- b. Indemnification. Freedom agrees to indemnify and hold harmless Purchaser and the other Purchaser's officials, officers, employees, volunteers, and agents from and against all damages, liabilities, and claims relating to Freedom's performance under this Agreement.

Purchaser acknowledges that it has read this Agreement and agrees to each of the terms and conditions set forth herein, in addition to the terms and conditions set forth in the Purchase Contract.

Freedom Led, LLC

By: _____

Date: _____

Name: Carston McCullough

Title: Owner

Midvale City

By: _____

Date: _____

Name: Robert Hale

Title: Mayor

· Scope of Work ·

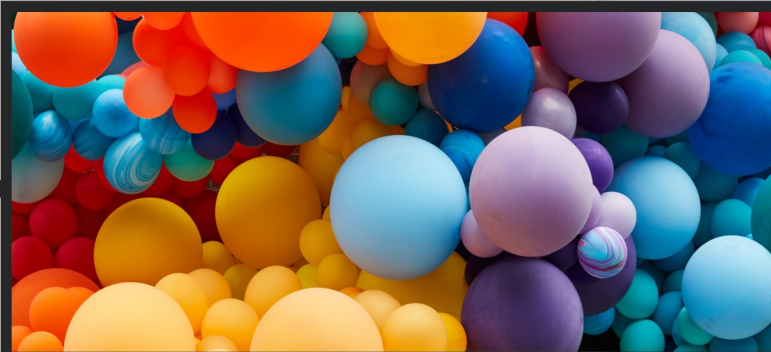
LED Monument Sign Full Color display
4' 5" x 9' 3" LED EMC Sign

111" Cabinet

108" LED EMC

24"

MIDVALE CITY



FREEDOMLED.COM

17"

48"

80"

FREEDOMLED



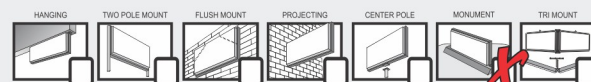
General Commercial Zone

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FREEDOM LED SIGNS INC IN WRITING.

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FREEDOMLED



MIDVALE CITY COUNCIL SUMMARY REPORT

December 8, 2020

SUBJECT:

Discussion Regarding Legal Considerations with the Proposed Banner Program with CGI

SUBMITTED BY:

Lisa Garner, City Attorney

SUMMARY:

The banner program with a company named CGI was brought to the City Council on _____. The Council made a favorable recommendation with moving forward with this program. As the Legal Department reviewed CGI's contract to install banners on city-owned light poles, several legal considerations of this program were raised. Because these legal considerations may have significant impacts on the use of City-owned property and may expose the City to greater liability, they are being brought before the Council to be considered before moving forward with the banner program.

The City has historically not allowed other entities to post banners on its light poles. As a result, the City has maintained complete discretion and control of the speech on its light poles. However, by allowing a commercial entity like CGI to place banners on city-owned light poles, it will create a public speech forum that didn't previously exist. The City will lose its complete discretion and control of the speech on its light poles.

Before creating this forum, the City needs to contemplate the consequences that may arise due to the placement of the banners on city-owned light poles. These consequences could include First Amendment challenges, political backlash, and overall city liability. This discussion is designed to highlight the challenges, present certain mitigating factors, and suggest potential solutions to limit City liability so that the Council can make an informed decision.

FISCAL IMPACT:

N/A.
