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

MIDVALE CITY COUNCIL MEETING
AGENDA
June 21, 2022

PUBLIC NOTICE IS HEREBY GIVEN that the **Midvale City Council** will hold a regular meeting on the **21st day of June, 2022** at Midvale City Hall, 7505 South Holden Street, Midvale, Utah as follows:

Electronic & In-Person City Council Meeting
This meeting will be held electronically and in-person. Midvale City no longer requires masks and social distancing; however, Midvale City recommends following the CDC guidelines. **Public comments may be submitted electronically for City Council consideration at www.Midvalecity.org/government/contact-us by 5:00pm on June 20th. Please indicate if you would like your comment addressed in the City Council meeting.**

The meeting will be broadcast on the following: **You Tube: www.MidvaleCity.org/YouTube**

6:00 PM - REGULAR MEETING

I. GENERAL BUSINESS
A. WELCOME AND PLEDGE OF ALLEGIANCE
B. ROLL CALL
C. Unified Police Report

II. PUBLIC COMMENTS
Any person wishing to comment on any item not otherwise scheduled for public hearing on the agenda may address the City Council at this point by stepping to the microphone and giving his or her name for the record. Comments should be limited to not more than three (3) minutes unless additional time is authorized by the Governing Body. Citizen groups will be asked to appoint a spokesperson. This is the time and place for any person who wishes to comment on non-hearing, non-Agenda items. Items brought forward to the attention of the City Council will be turned over to staff to provide a response outside of the City Council meeting.

III. COUNCIL REPORTS
A. Councilmember Quinn Sperry
B. Councilmember Bryant Brown
C. Councilmember Heidi Robinson
D. Councilmember Paul Glover
E. Councilmember Dustin Gettel

IV. MAYOR REPORT
A. Mayor Marcus Stevenson

V. CITY MANAGER REPORT

VI. DEPARTMENT REPORTS

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

VII. PUBLIC HEARINGS

- Consider Chand Jones, Representing Marcus Lonardo requests Rezone approval for a Property Located at 160 E 7200 S from Single Family Residential/Duplex Overlay/7200 South Overlay (SF-1/DO/7200 S) to Mixed Use/7200 South Overlay (MU/7200 S) to Allow for a Proposed 18-Unit Townhome Project. A Development Agreement will be Considered Along with the Rezone Request ***[Elizabeth Arnold, Planner II]***

  ACTION: Consider Ordinance No. 2022-O-12 for Approval of a Rezone Request for Property Located at 160 E 7200 S from Single Family Residential/Duplex Overlay/7200 South Overlay (SF-1/DO/7200 S) to Mixed Use/7200 South Overlay (MU/7200 S) to Allow for a Proposed 18-Unit Townhome Project. A Development Agreement will be Considered along with the Rezone Request

VIII. CONSENT AGENDA

A. Consider Minutes of June 7, 2022 ***[Rori Andreason, H.R. Director/City Recorder]***

B. Consider Resolution No. 2022-R-31 Approving the Mayor to enter into an agreement with Kilgore Contracting for the 2022-2027 Pavement Restoration Project ***[Keith Ludwig, City Engineer]***

IX. ACTION ITEMS

A. Consider Resolution No. 2022-R-33 Approving the Development Agreement with Navigate CM & Development for the Project located at 160 E 7200 S to allow for a Proposed 18-unit Townhomes Project. ***[Elizabeth Arnold, Planner II]***

B. Consider Resolution No. 2022-R-28 Approving Holding a Truth in Taxation Hearing ***[Mariah Hill, Administrative Services Director]***

C. Consider Resolution No. 2022-R-29 Adopting the FY2023 Midvale City Fee Schedule ***[Mariah Hill, Administrative Services Director]***

D. Consider Resolution No. 2022-R-30 Authorizing the Mayor to enter into an Interlocal Agreement with Salt Lake County for the Construction of a Boat Launch Ramp along the Jordan River ***[Lisa Garner, City Attorney]***

E. Consider Resolution No. 2022-R-32 Authorizing the Mayor to enter into a Perpetual Access Easement with Gardner Jordan Bluffs, L.C. ***[Lisa Garner, City Attorney]***

X. DISCUSSION ITEMS

A. Discuss Fraud Risk Assessment ***[Mariah Hill, Administrative Services Director]***

XI. CLOSED SESSION

A. CLOSED SESSION TO DISCUSS PENDING OR IMMINENT LITIGATION

XII. 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 days advance 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 posted in the City Hall Lobby, the 2nd Floor City Hall Lobby, on the City's website at www.midvalecity.org and the State Public Notice Website at http://pmn.utah.gov. Council Members may participate in the meeting via electronic communications. Council Members' participation via electronic communication will be broadcast and amplified so other Council Members and all other persons present in the Council Chambers will be able to hear or see the communication.

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

DATE POSTED: JUNE 16, 2022

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

MIDVALE CITY COUNCIL
SUMMARY REPORT

June 21, 2022

ITEM A: Chad Jones, representing Marcus Lonardo, requests Rezone approval for a property located at 160 E 7200 S from Single Family Residential/Duplex Overlay/7200 South Overlay (SF-1/DO/7200 S) to Mixed Use/7200 South Overlay (MU/7200 S) to allow for a proposed 18-unit townhome project. A Development Agreement will be considered along with the Rezone request.

PROJECT SUMMARY:

Applicant: Chad Jones
Assigned Planner: Elizabeth Arnold
Property Address: 160 E 7200 S
Existing Parcel: 0.83 acres
Existing Zone: SF-1/DO/7200 S
Proposed Zone: MU/7200 S
Planning Commission Recommendation: Denial
City Council Decision from 2-15-2022: Tabled. The Council wanted access to the project to be from 7200 S and a Development Agreement drafted for the Council to consider.

BACKGROUND:

This project was previously heard by the Council on February 15, 2022 and tabled pending an answer to feasible access on 7200 S. If feasible access on 7200 S was found, the motion also requested that staff prepare a draft development agreement.

Access to 7200 S has been acquired in the form of a right-in, right-out and access on Nicoletti Drive has been restricted to fire access only. An additional unit has also been added to the proposal, bringing the total unit count to 18. This density is within the parameters of the Mixed Use zone. A draft development has also been included.

This proposal has been reviewed by Planning Staff, the City Engineer, the Unified Fire Authority, and Public Works for compliance with the respective guidelines, policies, standards, and codes. Staff finds the proposal complies with requirements outlined in Midvale City Municipal Code 17-3-1(E).

Public notice has been sent to property owners within 500 feet of the subject parcel. No objections have been received as of the writing of this report.

STAFF RECOMMENDATION:

Approve with the following findings:

Findings:

1. The application is for a rezone to change from SF-1/DO/7200 S to MU/7200 S.
2. The subject property is on a total of 0.83 acres.
3. The rezone of the property will allow for a multifamily, 18-unit townhome development.
4. The project will be accessed from 7200 S with only fire access being allowed from Nicoletti Drive.
5. The project complies with the rezone procedure outlined in Midvale City Code 17-3-1(E.)
6. The applicable departments have reviewed the project and provided a positive recommendation.

POTENTIAL MOTION – REZONE:

"I move that we approve the Rezone located at 160 E 7200 S consistent with the findings noted in the summary report."

ALTERNATIVE MOTIONS:

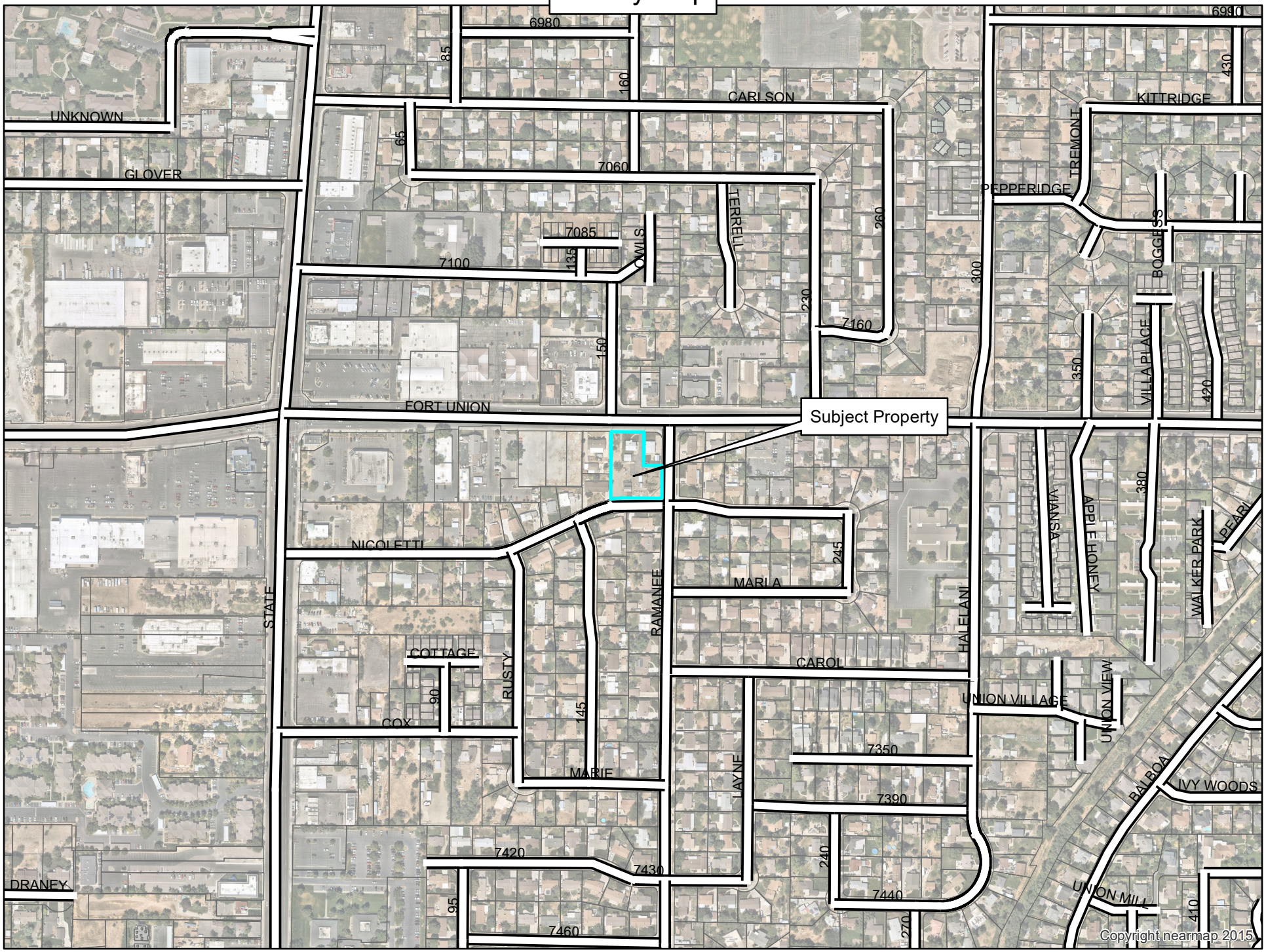
The following is a list of possible motions the City Council can make. If the action taken is inconsistent with the potential findings in this summary report, the City Council should state new findings.

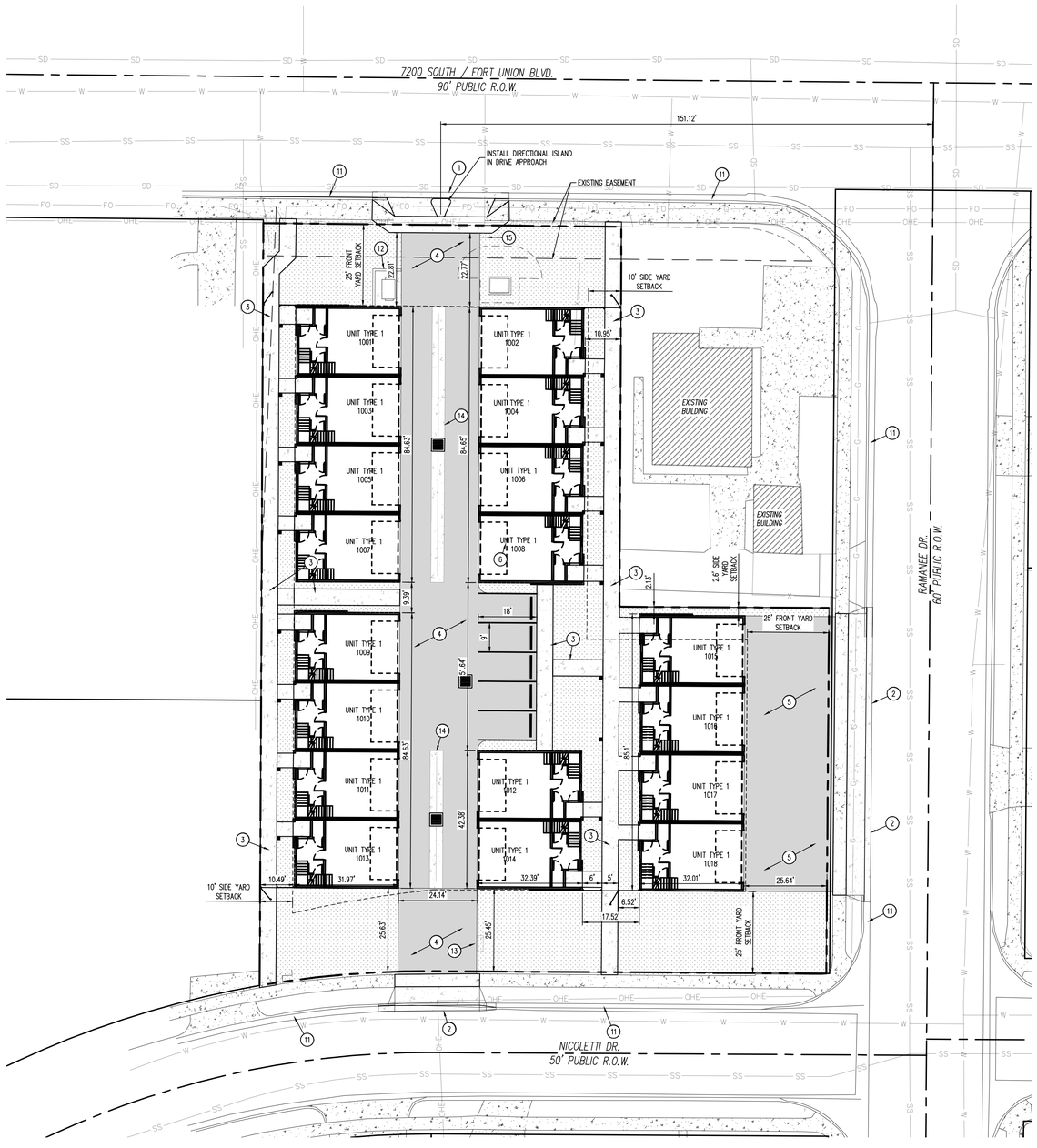
1. Approve with Conditions. This action can be taken if the City Council finds that issues can be mitigated subject to the conditions noted.
2. Continue to a Date Certain. This action can be taken if the City Council needs additional information before making a recommendation, if there are issues that have not been resolved, or if the application is not complete.
3. Deny. This action can be taken if the City Council finds that the proposal does not meet applicable codes and/or ordinances.

ATTACHMENTS:

- Vicinity Map
- Concept Plan - Updated Unit Count
- Concept Plan - Fire Access Only on Nicoletti Drive
- Development Agreement
- Staff Report from February 15, 2022

Vicinity Map





SITE SUMMARY		
DESCRIPTION	AREA (SF)	PERCENTAGE
ASPHALT PAVEMENT	8,121	24.9
CONCRETE PAVEMENT	63	0.2
CONCRETE SIDEWALK	3,807	11.7
CONCRETE WATERWAY	476	1.4
BUILDING FOOTPRINT	12,295	37.8
LANDSCAPING	8,314	25.5
OPEN SPACE	20,222	62.2
TOTAL SITE	32,517	100

SITE STATISTICS	
DESCRIPTION	TOTAL
SINGLE FAMILY UNITS	18
PRIVATE PARKING	36
GUEST PARKING	5
TRASH ENCLOSURE	1
MAIL PEDISTAL	1

SITE LEGEND

- PROPERTY BOUNDARY LINE
- ADJACENT PROPERTY BOUNDARY LINE
- RIGHT OF WAY BOUNDARY LINE
- EASEMENT
- EXISTING TO REMAIN
- PROPOSED NEW
- PROPOSED CURB AND GUTTER
- EXISTING CURB AND GUTTER
- PROPOSED SIDEWALK
- EXISTING SIDEWALK
- HEAVY DUTY ASPHALT

SITE SCHEDULE

1. MODIFIED DRIVE APPROACH PER APWA STANDARD PLAN NO. 221.2
2. FLARE DRIVE APPROACH PER APWA STANDARD PLAN NO. 221.1
3. 4" THICK CONCRETE SIDEWALK PER APWA STANDARD PLAN NO. 231 AND SPECIFICATIONS. CONCRETE TO BE 6" THICK IN DRIVE APPROACH AREAS
4. ASPHALT PAVEMENT: SEE DETAIL 1/C5.0 PER GEOTECHNICAL REPORT
5. CONCRETE PAVEMENT: SEE DETAIL 2/C5.0 PER GEOTECHNICAL REPORT
6. 4" WIDE SOLID WHITE PAVEMENT MARKING PER M.U.T.C.D. STANDARD PLANS
7. WHEEL STOP. SEE DETAIL 3/C5.0
8. BICYCLE PARKING. SEE DETAIL 4/C5.0
9. SITE LIGHTING. SEE E0.0 FOR DETAILS
10. EXISTING LIGHT
11. EXISTING CURB & GUTTER TO REMAIN. PROTECT IN PLACE
12. TRASH ENCLOSURE SEE DETAIL
13. MAIL PEDESTAL PER USPS STANDARDS
14. INSTALL 4' WATERWAY PER APWA STANDARD PLAN 211
15. INSTALL RIGHT TURN ONLY SIGN

N

0 10 20

SCALE: 1"=20'

CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL INFORMATION FOR FINAL ACCEPTANCE OF WORK FOR ANY LOCAL, STATE OR FEDERAL AGENCY, UTILITY DISTRICT OR ANY OTHER AGENCY OR DISTRICT HAVING APPROVAL AUTHORITY OVER WORK. THIS INFORMATION MAY INCLUDE, BUT IS NOT LIMITED TO, AS-BUILT PLANS, CERTIFICATIONS, INSPECTIONS AND REPORTS.

CONTRACTOR RESPONSIBLE FOR AS-BUILT DRAWINGS, TESTS, REPORTS AND/OR ANY OTHER CERTIFICATES OR INFORMATION AS REQUIRED FOR ACCEPTANCE OF WORK FROM CITY, UTILITY DISTRICTS OR ANY OTHER GOVERNING AGENCY.

NOTE: CONTRACTOR SHALL PROTECT ALL EXISTING SURVEY MONUMENTATION. CONTRACTOR SHALL HAVE LICENSED SURVEYOR REPLACE ANY DAMAGED OR DISTURBED MONUMENTATION AT THEIR COST.

NOTE: CONTRACTOR MUST COORDINATE WORK WITH UTILITY COMPANY AND CITY PRIOR TO BEGINNING WORK AND IS RESPONSIBLE FOR ALL MATERIALS, LABOR, REPAIRS, ETC. TO COMPLETE WORK AND RESTORE AREA TO SAME STATE PRIOR TO STARTING WORK

CAUTION – NOTICE TO CONTRACTOR

1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.

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

2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POTHOLING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.

Galloway
2015 W. Grove Pkwy, Suite H
Pleasant Grove, UT 84062
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GallowayUS.com

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FORT UNION TOWNHOMES

160 E FORT UNION BLVD
MIDVALE, UTAH

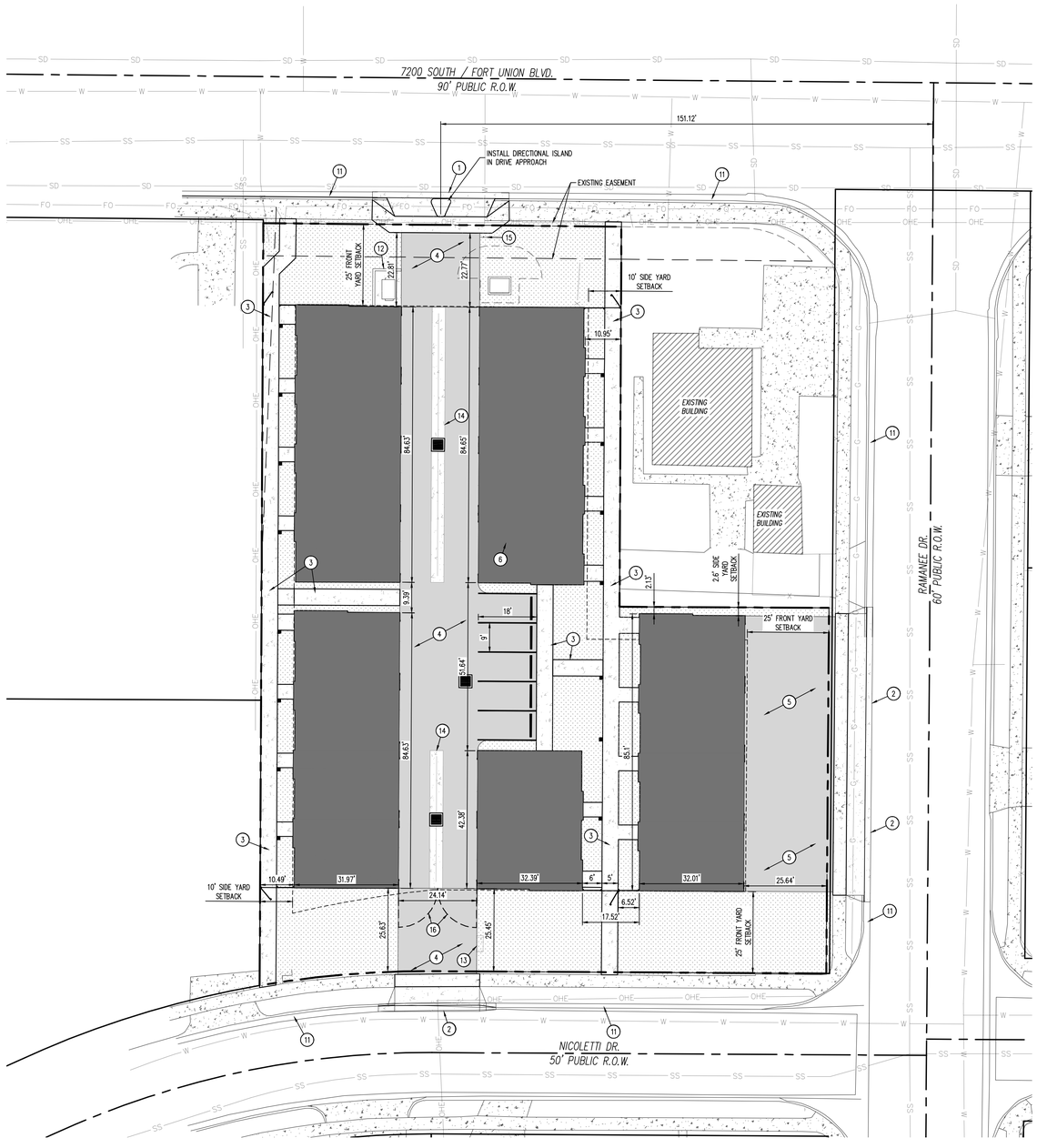
#	Date	Issue / Description	Init.

Project No:	NVG0000001.20
Drawn By:	KMV,JR
Checked By:	BAP
Date:	2022/04/25

SITE PLAN

C1.0

H:\NVG\0\1.0 - Midvale - Fort Union Blvd\02\Drafted\C1.0 Site Plan.dwg, Jeremy Bradley, 4/25/2022



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FORT UNION TOWNHOMES

160 E FORT UNION BLVD
MIDVALE, UTAH

#	Date	Issue / Description	Init.

Project No:	NVG0000001.20
Drawn By:	KMV,JR
Checked By:	BAP
Date:	2022/06/13

SITE PLAN

C1.0

N:\NVG\0001.0 Midvale - Fort Union Blvd\02\Drafter\C1.0 Site Plan.dwg, Jeremy Shaffer, 6/13/2022

When recorded, return to:

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

DEVELOPMENT AGREEMENT
(THE GATSBY TOWNHOMES PROJECT)
Midvale City, Utah

THIS DEVELOPMENT AGREEMENT (this "Development Agreement" or "Agreement") is entered into as of this ___ day of _____, 2022 by and between Navigate CM & Development, a Utah limited lability company (collectively "Developer"), and Midvale City, a Utah municipal corporation ("Midvale City" or "City"). Developer and City are sometimes referred to herein individually, as a "Party," and collectively, as the "Parties."

A. Property. Developer is the owner of certain real property within Midvale City (as more particularly defined in **Exhibit A**, the "Property").

B. The Gatsby Townhome Project. Developer intends to construct on the Property a residential development project (as more particularly defined below, the "The Gatsby Townhome Project" or "Project").

C. Zoning. The Property is zoned, pursuant to the City's Zoning Ordinance, as Mixed-Use Zone with the 7200 South Overlay (hereinafter referred to as "MU Zone"). This zone, described in Chapter 17-7-5 of the Midvale City Municipal Code, and this overlay, described in Chapter 17-7-6 of the Midvale City Municipal Code, establish the procedural and substantive requirements for approval by the City for development on the Property.

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

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

Article 1
The Gatsby Townhome Project

1.1 Legal Description of Property. The Property that is the subject of this Agreement consists of approximately 0.83 acres of land located on 160 East and 7200 South and more particularly described on **Exhibit A**.

1.2 Description of Project. The Gatsby Townhome Project covered by this Development Agreement consists of an approximately 0.83 acre residential development of 18 dwelling units constructed as a combination of attached fourplex and duplex residential townhomes, private streets, common areas, and other improvements as shown on **Exhibit B**.

1.3 Development of the Project.

1.3.1 Site Plan Approval. The Site Plan provides specificity as to building, parking, and landscape configurations and other development details. Developer received a preliminary administrative conditional use approval from the City for the Site Plan on [date]. The Site Plan's final approval is contingent on the City Council's approval of a rezone of the Property to the MU Zone, the City Council's approval of this Agreement, and the results of a written public comment period in accordance with Midvale City Municipal Code 17-3-4. The Site Plan has been attached as **Exhibit B**. The Site Plan must comply with all land use regulations of the MU Zone and all other applicable City ordinances. Development approval for the Project must follow the applicable review processes set forth in the MU Zone and Chapters 17-5 and 17-6 of the Midvale City Municipal Code.

1.3.2 Public Improvements. Developer is responsible for financing and constructing all public improvements necessary to service the Project. Public improvements must be installed prior the issuance of any certificate of occupancy.

1.3.3 Completion of Common Area Recreation Amenities. Developer must improve the overall site as functional outdoor and/or indoor recreation amenity areas for residents of the development (together, the "Common Area Amenities"), which are depicted on **Exhibit B**.

1.3.3.1 Developer further agrees to complete the required Common Area Amenities in accordance with the approved Site Plan for the Project.

1.3.3.2 Common Area Amenities shall be in place or bonded for prior to issuance of the first certificate of occupancy for the Project. Only if seasonal conditions make installation of part or all of the Common Area Amenities unfeasible, Developer may defer installation of the affected Common Area Amenity by posting one or more Common Area Amenity bonds consistent with the City's bonding policies and Utah law. These bonds must provide the financial security for the uninstalled Common Area Amenities including, but not limited to, materials, labor, and other improvements. If a bond is provided, all uninstalled Common Area Amenities must be installed within six months or by the following May 31st, whichever comes later.

Bonds will be released in accordance with Utah Code Annotated § 10-9a-604.5(2)(c)(iii).

1.3.4 Landscaping. Developer must provide at least 10% of the overall site as open space, which is depicted in **Exhibit B**.

1.3.4.1 Developer further agrees to complete the required landscape improvements in accordance with the approved Site Plan for the Project.

1.3.4.2 All common area landscaping for the Project must be in place or bonded for prior to issuance of the first certificate of occupancy for the Project. Landscaping associated with a specific lot must be installed or bonded for prior to issuance of a certificate of occupancy for that lot. Only if seasonal conditions make installation of part or all of the common area or a specific lot landscaping unfeasible, Developer may defer installation of the affected common area or specific lot landscaping by posting one or more landscape bonds consistent with the City's bonding policies and Utah law. These bonds must provide the financial security for the uninstalled landscape improvements including, but not limited to, fencing, pedestrian hardscapes, plant materials, irrigation components, labor, and other landscape improvements. If a bond is provided, all uninstalled landscaping must be installed within six months or by the following May 31st, whichever comes later. Bonds will be released in accordance with Utah Code Annotated § 10-9a-604.5(2)(c)(iii).

1.3.5 Thematic Elements. Developer agrees to implement a common theme and consistency with certain elements within the Project. These thematic elements have been established in the Site Plan.

1.3.6 Future Subdivision Required. Prior to selling any residential lot or dwelling unit in the Project, Developer shall further subdivide the Property into individual lots or units and common area. Subdivision plats shall be reviewed pursuant to Title 16 of the Midvale City Municipal Code.

1.3.7 Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") and Homeowners' Sub-Association. The Project shall have a common homeowners' association which, among other things, shall be responsible for the short- and long-term maintenance of private parking lots, common areas and facilities, common area landscaping, and other common area responsibilities. These maintenance obligations shall

be more particularly set forth in the association's CC&Rs for the Project and shall be recorded with the first subdivision plat. Subsequent phases and subdivisions plats for the Project shall be subject to these CC&Rs and the property owners shall become part of the existing homeowners' sub-association. Appropriate documentation shall be recorded with each subsequent subdivision plat to ensure all phases and subdivision plats are subject to the same CC&Rs and part of a common homeowners' association

1.3.8 Security for Off- and On-Site Public Improvements. Developer agrees to complete all required off-site and on-site public improvements related to the Project in accordance with the Site Plan. Developer must post one or more applicable infrastructure bonds consistent with the City's infrastructure bonding policies and Utah law. These bonds must provide the financial security for the public improvements including, but not limited to, water connections and main lines, curb and gutter, public sidewalk and street improvements, surface drainage, street trees, street lighting, and other public improvements. Applicable infrastructure bonds pertaining to public improvements must be in place prior to any construction of the Project or a subdivision plat for residential units being recorded for the Project.

1.3.9 Parking. The minimum required on-site parking must be provided for the use of the owner or tenant of a dwelling unit and their guests at no additional cost beyond the base sale or lease price of the dwelling unit.

1.3.10 Access. Occupants, guests, and visitors shall access the project from the access points on 7200 South and Ramanee Dr. as illustrated on **Exhibit B**. Access from Nicoletti Dr. is limited to fire access only and will not be open to occupants, guests, and visitors.

1.4 Vested Rights. The City acknowledges and agrees that Developer has a vested right to develop and construct the Gatsby Townhome Project described herein in accordance with the provisions of the Zoning Ordinance in effect on the date hereof and this Agreement; provided that Developer acknowledges and agrees that the construction and operation of the Gatsby Townhome Project is subject to all Applicable Laws as defined in Section 2.4.

1.5 Reserved Legislative Powers and Zoning Authority of the City. Notwithstanding the provisions of Section 1.4, Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all of its police power that cannot, as a matter of law, be limited by contract. The City further agrees that, notwithstanding the retained power of the City to enact legislation under its police powers, such legislation may only be applied to modify the vested rights of Developer under the terms of this Agreement if such legislation is based upon policies, facts, and circumstances that are sufficient to satisfy the compelling countervailing public interest exception to the vested rights doctrine of the State of Utah. The City further agrees that any such proposed legislative changes that may affect the vested rights of the Project must be of general application to all development activity within the City. The City further agrees that, unless in good faith the City declares an emergency, Developer is entitled to prior written notice and an opportunity to be heard with respect to any proposed legislative change that may modify vested

rights under this Agreement under the compelling, countervailing public interest exception to the vested rights doctrine.

Article 2
General Terms and Conditions

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

2.2 Construction Parking. During construction, the Developer must inform its employees, contractors, and subcontractors that they are restricted from parking on public streets during the first 80% of the construction of the Project. In the event that its employees, contractors, or subcontractors park on a public street, the City may require the Developer to correct the issue within a reasonable amount of time. During the last 20% of the construction of the Project, the Developer's employees, contractors, and subcontractors may park on public streets in accordance with applicable law.

2.3 Construction of Agreement. This Development Agreement must be constructed and interpreted to ensure that the Developer complies with the requirements and conditions of the Applicable Laws.

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

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

2.6 Release of Developer. In the event of a transfer of the Property, Developer must obtain an assumption by the transferee of the obligations under this Development Agreement and,

in such an event, the transferee will be fully substituted as Developer under this Development Agreement. Following recording of such assumption of obligations, the Developer executing this Development Agreement is released from any further obligations with respect to this Development Agreement.

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

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

Midvale City:

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

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

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

Developer:

Navigate CM & Development LLC

LEGAL COUNSEL
ATTN:
_____
_____

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

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

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

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

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

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

2.14 Obligations and Rights of Mortgage Lenders. Developer may finance the Property and may execute one or more mortgages, deeds of trust, or other security arrangements with respect to the Property and may assign this Development Agreement to a holder of any such financial instrument without prior written notice to or consent of the City. The holder of any mortgage, deed of trust, or other security arrangement with respect to the Property, or any portion thereof, may not be obligated under this Development Agreement by virtue of such assignment to construct or complete improvements or to guarantee such construction or completion, but is otherwise bound

by all of the terms and conditions of this Development Agreement which pertain to the Property or such portion thereof in which it holds an interest. Any such holder who comes into possession of the Property, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, takes the Property, or such portion thereof, subject to all requirements and obligations of this Development Agreement and any pro rata claims for payments or charges against the Property, or such portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder comes into possession. Nothing in this Development Agreement may be deemed or construed to permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Development Agreement, and, as would be the case in any assignment, the purchaser of the Property from the holder is subject to all of the terms and conditions of this Development Agreement, including the obligation to complete all required amenities and improvements. Additionally, nothing herein may be so construed as to prohibit a mortgage or deed of trust holder from providing security for the standard installation of development improvements pursuant to the Applicable Laws.

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

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

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

2.18 Costs and Expenses; Attorneys' Fees. Except as otherwise specifically provided herein, each Party must bear its own costs and expenses (including legal and consulting fees) in connection with this Development Agreement and the negotiation of all agreements and

preparation of documents contemplated by this Development Agreement. In the event of a breach or dispute arising under this Development Agreement, the non-breaching Party or the Party prevailing in such dispute may be entitled to recover from the breaching or non-prevailing Party its costs, including, without limitation, court costs, reasonable attorneys' fees, expert witness fees, fax, copy, telephone, and other incidental charges.

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

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

[signature pages follow]

CITY:

MIDVALE CITY CORPORATION

By: _____
Marcus Stevenson, Mayor

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

APPROVED AS TO FORM:

_____
Lisa A. Garner
City Attorney

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the ___ day of _____, 2022, personally appeared before meMarcus Stevenson, who being by me duly sworn did say he is the Mayor of Midvale City Corporation, and that the within and foregoing instrument was signed on behalf of such Corporation.

_____
Notary Public
Residing at:_____

My Commission Expires:

_____

DEVELOPER:

Navigate CM & Development LLC
a Utah limited liability company

By: _____
Its: _____

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the ___ day of _____, 2022, personally appeared before me _____, who being by me duly sworn did say he/she is the _____ of Navigate CM & Development LLC, a Utah limited liability company, and that he/she had signed the within and foregoing instrument on behalf of such corporation.

_____
Notary Public
Residing at:_____

My Commission Expires:

_____

NOTARY SIGNATURE AND SEAL

EXHIBIT A

Legal Description of the Property

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

Beginning 84 rods north and 1443.85 feet east from the west quarter corner of section 30, township 2 south, range 1 east, Salt Lake base and meridian, running thence west 100 feet; thence south 285.22 feet; thence east 174 feet, thence north 50 feet; thence west 64 feet; thence north 135.22 feet to the point of beginning. Less and except therefrom all that portion conveyed to Salt Lake County by that certain warranty deed, recorded October 16, 1997 as entry No. 6764762 in book 7782 at page 2504 of official records, more particularly described as follows: said parcel of land situated in the northwest quarter of section 30, township 2 south, range 1 east, Salt Lake base and meridian, described as follows: beginning at a point which is 84 rods (by deed but 1386.00 feet by measurement) north and 1442.85 feet east from the southwest corner of the northwest quarter of section 30, township 2 south, range 1 east, Salt Lake based and meridian, and running thence north 18.98 feet to the point of beginning. Also less and except therefrom all that portion lying south of the north line of 7250 South street AKA Nicoletti Drive located within that certain official plat of Ramanee subdivision No. 2, recorded July 22, 1970 as entry no. 234270 in book HH of plats at page 94 of official records.

EXHIBIT B

Site Plan

[attachment follows]

MIDVALE CITY COUNCIL
SUMMARY REPORT

February 15, 2022

ITEM F: Chad Jones, representing Marcus Lonardo, requests Rezone approval for a property located at 160 East 7200 South from Single Family Residential/Duplex Overlay/7200 South Overlay (SF-1/DO/7200 S) to Mixed Use/7200 South Overlay (MU/7200 S) to allow for a proposed 17-unit, 3-story townhome project with a flex space ground level for home office/business space. (21-008; Elizabeth Arnold)

PROJECT SUMMARY:

Applicant: Chad Jones
Assigned Planner: Elizabeth Arnold
Property Address: 160 E 7200 S
Existing Parcel: 0.83 acres
Existing Zone: SF-1/DO/7200 S
Proposed Zone: MU/7200 S
Planning Commission Recommendation: Denial

BACKGROUND:

The applicant requests rezone for approval for a property located at 160 East 7200 South to allow for a proposed 17-unit, 3-story townhome project with a flex space ground level for home office/business space.

This proposal has been reviewed by Planning Staff, the City Engineer, the Unified Fire Authority, and Public Works for compliance with the respective guidelines, policies, standards, and codes. Staff finds the proposal complies with requirements outlined in Midvale City Municipal Code 17-3-1(E).

Public notice has been sent to property owners within 500 feet of the subject parcel. Two written objections and a petition against the rezone have been received as of the writing of this report.

REZONE PROCEDURE:

Midvale City Code 17-3-1(E.) outlines the criteria necessary for granting a rezone as follows:

> *17-3-1 Criteria/Required Findings. ... rezoning of land is to be discouraged and allowed only under the limited circumstances herein described. Therefore, the planning commission may recommend, and the city council may grant, a rezoning application only if it determines, in*

written findings, that the proposed rezoning is consistent with the policies and goals of the general plan and that the applicant has demonstrated that the:

1. *Proposed rezoning is necessary either to comply with the general plan proposed land use map or to provide land for a community need that was not anticipated at the time of adoption of the general plan;*
2. *Existing zoning was either the result of a clerical error or a mistake of fact, or that it failed to take into account the constraints on development created by the natural characteristics of the land, including but not limited to, steep slopes, flood plain, unstable soils, and inadequate drainage; or*
3. *Land or its surrounding environs has changed or is changing to such a degree that it is in the public interest to encourage redevelopment of the area or to recognize the changed character of the area.*

The proposed rezone satisfies Goal #1 and #3 listed above. The area around the subject property has changed rapidly and extensively. The area has a diverse mix of business and residential opportunities. The subject property is on a busy Primary Corridor and provides an ideal residential density buffer to the single family/duplex zone to the south. A stated purpose of the 7200 S Overlay Zone is to facilitate the transition of the corridor from single family residential neighborhoods to a mix of commercial and residential uses. The proposed rezone to MU would be consistent and compatible with the emerging character of the neighborhood area and support the General Plan designation of an opportunity area. The 2016 Midvale City General Plan identifies the subject property as being in the East Gateway Opportunity Area and lists the following land use goals:

1. *Provide for higher density housing options and taller buildings in the area around the TRAX station*
2. *Develop a small area plan for the development near the TRAX station*
3. *Strengthen the retail areas by diversifying the mix of retail and adding more destination and experience shops*
4. *Enhance 7200 South with urban design standards and safer pedestrian crossings*
5. *Provide and implement new bike routes to complete transportation connections to other areas in the City*
6. *Support redevelopment of underutilized properties to provide attractive commercial/light industrial flex spaces*
7. *Work with UDOT to provide enhanced pedestrian access and improvements along 7200 South near the I-15 interchange*

The proposed rezone is consistent with Goal #1 by providing 17, 3-story townhomes. The project meets Goal #6 by providing a flex space ground level for home office/business space.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission denied the request based on the finding that the proposal did not meet the applicable codes and ordinances.

STAFF RECOMMENDATION:

Approve with the following findings:

Findings:

1. The application is for a rezone to change from SF-1/DO/7200 S to MU/7200 S.
2. The subject property is on a total of 0.83 acres.
3. The rezone of the property will allow for higher density and flex space for home office/businesses.
4. The project complies with the rezone procedure outlined in Midvale City Code 17-3-1(E.)
5. The applicable review departments have reviewed the project and provided a positive recommendation.

POTENTIAL MOTION:

"I move that we approve the Rezone located at 160 E 7200 S consistent with the findings noted in the summary report."

ALTERNATIVE MOTIONS:

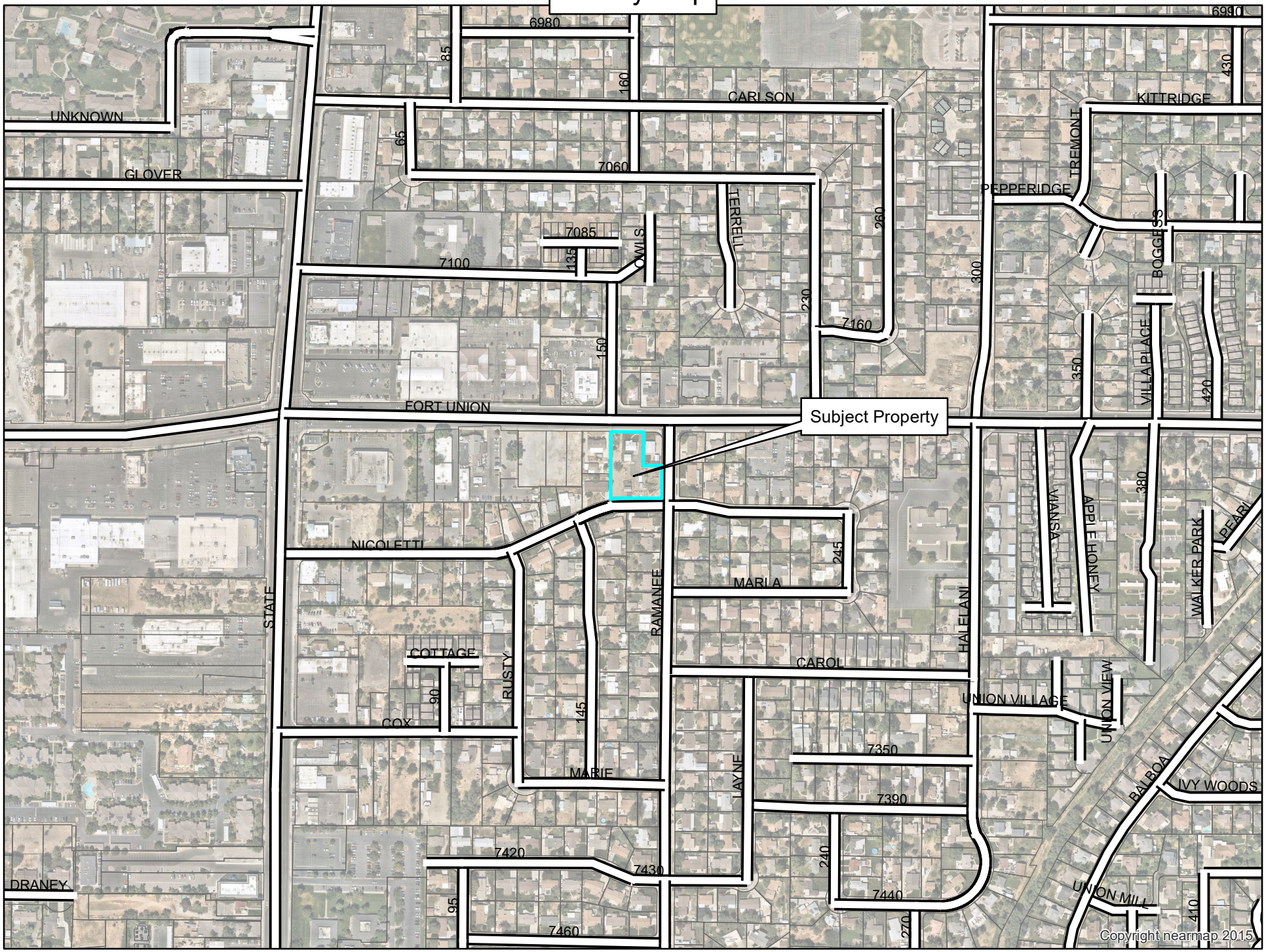
The following is a list of possible motions the City Council can make. If the action taken is inconsistent with the potential findings in this summary report, the City Council should state new findings.

1. Approve with Conditions. This action can be taken if the City Council finds that issues can be mitigated subject to the conditions noted.
2. Continue to a Date Certain. This action can be taken if the City Council needs additional information before making a recommendation, if there are issues that have not been resolved, or if the application is not complete.
3. Deny. This action can be taken if the City Council finds that the proposal does not meet applicable codes and/or ordinances.

ATTACHMENTS:

- Vicinity Map
- Reason for Rezone and Concept Plan
- Written Objections
- Materials Provided to the Planning Commission by Neighbors

Vicinity Map



NVGTE

Guiding with **Vision**

14 October, 2021

Department of Community Development
7505 South Holden St.
Midvale, UT 84047

RE: Development Review Committee Submission

To Whom it May Concern:

Please see the information below and the attached site plan and vicinity map for consideration of a zone change from Single Family Residential with the 7200 S Duplex Overlay (SF1-DO) to Mixed Use (MU)

Development Information
Property:
The Union
160 East Ft Union Blvd
Midvale, UT 84047
Parcel: 22301520270000

Developer's Agent:
Chad Jones
801.597.1832

Vicinity
The property has frontage on Ft Union Blvd, Ramanee Dr, and Nicoletti Dr. We're intending to access the property from all three streets. However, we understand that there may be a concern with the Ft. Union access point being 120' from the intersection of Ramanee Dr and Ft Union Blvd which is a UDOT road. If this is the case, we intend to install an emergency crash gate for fire and emergency purposes.

Adjacent Structures
As shown on the attached vicinity map that includes a mix of commercial, duplexes, and single family residences.

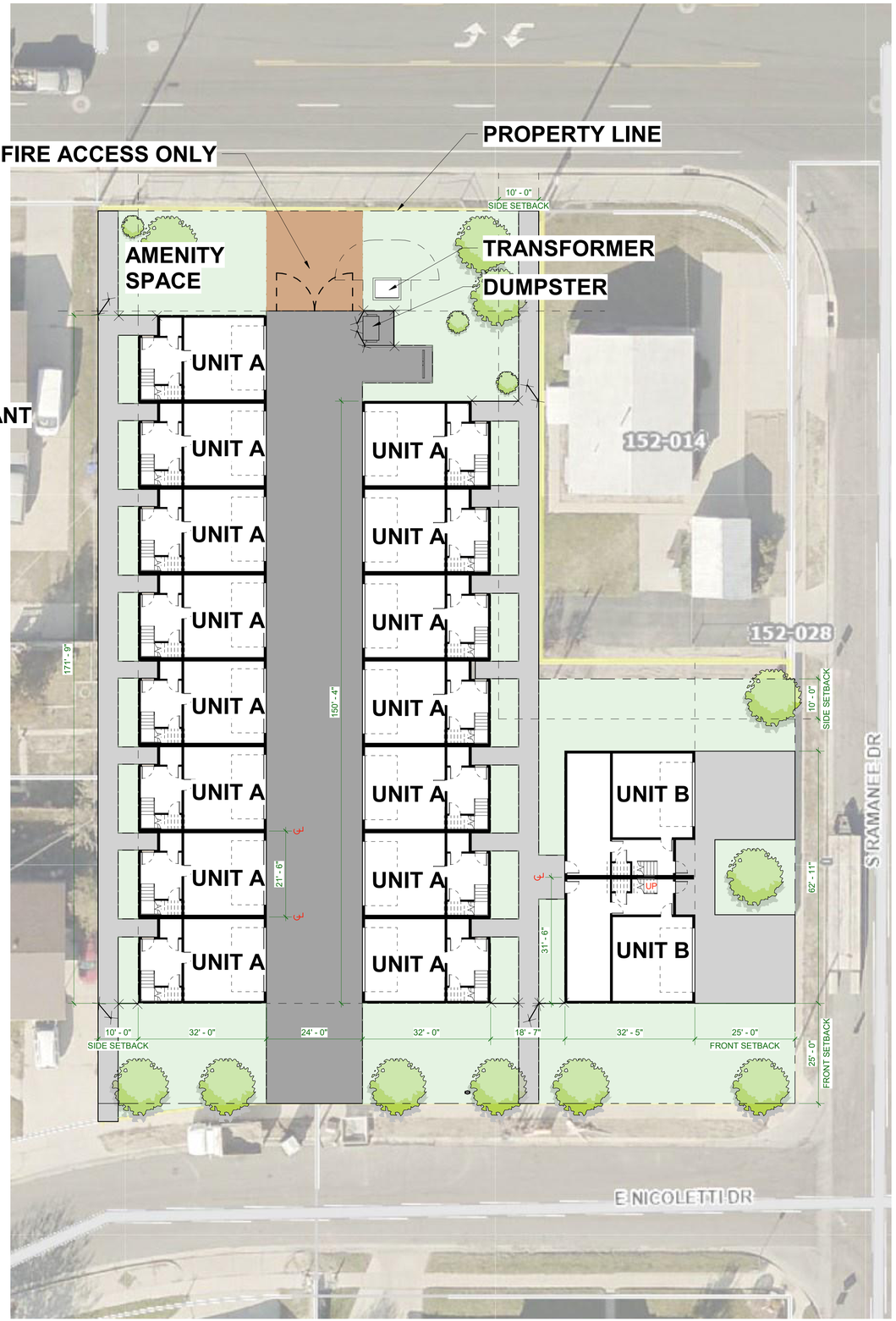
Elevations
Not available at this time.

Intended Use
The property will include 17 total 3-story townhomes with a mix of 2 and 3 bedroom units. Each unit will have a 2 car garage and ground level flex space that could be used as a home office/business space. CC&R's will be written to restrict business activities to be in compliance with Midvale City Ordinance with hours of operation to be between 8am and 6pm.

Chad Jones



2 VICINITY MAP
1" = 80'-0"



1 LEVEL 1 PLAN
1/16" = 1'-0"

0' 4' 8' 16'

divelept
p: 801-680-4485
www.divelept.com
9/23/2021 9:00:28 PM

160 E 7200 S | MIDVALE TOWNHOMES | Initial Massing

ZONING ANALYSIS

ZONING JURISDICTION: MIDVALE CITY
ZONE: MIXED-USE ZONE (MU)

SETBACKS:

FRONT YARD	25'
SIDE YARD	10'
REAR YARD	10'

BUILDING HEIGHT:	33'
BLDG COVERAGE	40%
LANDSCAPE AREA	20%

PARKING: 2 PER UNIT

BUILDING AREA

NAME	LVL	AREA
UNIT A		
ENTRY	LEVEL 1	219 SF
LIVING	LEVEL 2	717 SF
BEDROOMS	LEVEL 3	717 SF
CONDITIONED		1,654 SF
GARAGE	LEVEL 1	459 SF
UNCONDITIONED		459 SF
		2,113 SF
UNIT B		
ENTRY	LEVEL 1	534 SF
LIVING	LEVEL 2	1,038 SF
BEDROOMS	LEVEL 3	1,038 SF
CONDITIONED		2,611 SF
GARAGE	LEVEL 1	457 SF
UNCONDITIONED		457 SF
		3,068 SF

PROPERTY

Name	Area	Acres
	36,155 SF	0.83

UNIT A: 15
UNIT B: 2

17 TOTAL UNITS

From: Candice Eldard
To: Elizabeth Arnold
Subject: Feedback re: rezone approval request 160 E 7200 S
Date: Thursday, December 2, 2021 5:05:54 PM

Hello,

I received a letter in the mail today regarding a request to rezone property located at 160 E 7200 S from a single family residential property to mixed use. The request is to allow a 3 story townhome project with flex business space.

This was very alarming to me as it is on the corner of the street we live and own our home on. I would ask that this please NOT be approved. Reasoning being, the street we live on (175 E Ramanee Dr) already has high traffic with cars using it as a through street. There are many, many homes on this street with little kids, including mine. If this request is granted, it will make traffic even worse through our residential neighborhood which is concerning for the safety of my children and my fellow neighbors. Often when kids are playing outside or neighbors walking, there are cars speeding down the road even though there are speed humps. We've even had a high speed chase down our road and the car gouged the road due to no tire. Very scary!

I would also like to bring up the concern of possible crime increasing. If we bring in more and more non permanent residents, there is potential increase of crime on our street. One of the attractive qualities of our home when we purchased 10 years ago was the fact it was a neighborhood where people owned their homes or wasn't full of apartments on Ramanee Dr.

I ask again that you please decline this request to help keep our street, children and neighbors safe.

Regards,
Candice Eldard

From: Paula Bailey DHS
To: Elizabeth Arnold
Subject: Objection to Rezoning
Date: Wednesday, January 26, 2022 11:00:18 AM

To whom it may concern:

I am writing to you to express my objection to the rezoning requested for the property located at 160 E 7200 S & 170 E 7200 S from single family residential to mixed use commercial. It is NOT in the public's best interest to redevelop this area and will negatively impact the already established residential community. This rezoning would damage the small community by adding unwanted increase in traffic, noise, parking issues, risk to pedestrians/children, increased strain on the school system, increased water usage and crime. By adding 17, three-story, mixed-use units on less than one acre of property, you are allowing the city to change the whole dynamics of a neighborhood of people who bought their homes to live in a residential single-family community. This community has been in place over half a century and I bought my home on Ramanee Drive 10 years ago, wanting to be a forever part of this community. I have seen many positive changes in Midvale over the past few years, with over development of residential areas NOT being one of them. We as a community are well aware of the water rights issues, increase in crime and strain on the system, that overdevelopment creates and we are trying to save our community from this downfall. It is unfair and unjust that the Midvale staff can make recommendations to this approval without letting the people, it will directly effect, have a say in the outcome. Therefore, I reiterate my objection to this rezoning and request that the committee reassess the desires of their constituents, rather than the developers quest to over develop more residential areas.
Thank you for your consideration,

Paula Bailey

We are petitioning the City of Midvale, the City of Midvale Zoning Commission and City Council against the proposed rezoning of 160 E 7200 S, Midvale UT 84047.

Your Contact Information is required should the City of Midvale need to contact you regarding this petition.

My signature and information represents my objection to the re-zoning request and proposed development of the above defined lot.

Name, Address & Ph#	Signature
Brooke Rhinehart 7301 S. 145 E 801 809 5759	Brooke Rhinehart
Linda Pepper 104 Nicoletti Dr. 801-651-9957	Linda Pepper
Joseph T. Pepper 104 East Nicoletti Dr 801-255-1953	Joseph T Pepper III
DELPHI ALVARADO 98 Nicoletti DR 84047 8015983382	
Brandon Hopkins 109 E Nicoletti Dr 801-707-6172	B Hopkins
Miranda Hopkins 109 E. Nicoletti Dr. 801-664-6563	
Devin Mann 80 E. Nicoletti Dr. 801.231.3801	
Lara Kic 113 E Nicoletti Dr. (435) 590-6313	
CHRIS KLC 113 E NICOLETTI DR 801 498 1033	
Stacy Grover 129 E Nicoletti Dr. 801-860-3464	Stacy Grover
JON ESTEVER & DEVIN MANN 80 E. NICOLETTI DR. 801 859-8168	

We are petitioning the City of Midvale, the City of Midvale Zoning Commission and City Council against the proposed rezoning of 160 E 7200 S, Midvale UT 84047.

Your Contact Information is required should the City of Midvale need to contact you regarding this petition.

My signature and information represents my objection to the re-zoning request and proposed development of the above defined lot.

Name, Address & Ph#	Signature
Dustin C McClellan 801-554-3440 7350 south 145 East Midvale UT 84047	
S. Albert Martinez 7350. So. 145 East Midvale Utah, 84047 562-1511	
Pamela Beatse 801.557.0519 7362 S. 145 E SLC UT 84047	
Rayde Hamblin 7362 S. 145 E Midvale Ut 84047	
Emily Beatse 801-5805048 7362 S. 145 E. Midvale, UT	
Jason Kozian 801-560-5802 154E Marie Dr, Midvale, UT 84047	
April Eastwood 154 E Marie dr midvale Ut 84047	
Corey Housel 162 E Marie Drive	
Matt Stevens + Ann Carver 249 E Carol St. Midvale UT	
Jack GARCIA 7360 Ramanee DR midvale ut 84047	
Jerry + Frances Garrett ~~7344 So Ramanee Dr Midvale 84047~~	
Anthony Schmidt 402 219 9230 7396 Ramanee D. Midvale UT 84047	
Nancy Marr 801-349-0121 7372 S 145E Midvale, Ut, 84047	Nancy Marr
Donald P. Marr 801-647-3016 7372 So. 145 E. Midvale, Ut, 84047	Donald P Marr

We are petitioning the City of Midvale, the City of Midvale Zoning Commission and City Council against the proposed rezoning of 160 E 7200 S, Midvale UT 84047.

Your Contact Information is required should the City of Midvale need to contact you regarding this petition.

My signature and information represents my objection to the re-zoning request and proposed development of the above defined lot.

Name, Address & Ph#	Signature
Carlos 385-302-2219 149 E Nicoletti Dr M.	
Lola & Juan	
Daniela Corma 201E Nicoletti Dr. 801-352 0690	
Laurie Healy 209 E Nicoletti Drive 801-759-2274	
DAVID + BONNIE MAW 227 NICOLETTI DR 801-255-9288	
Cheri Beach 235 E. Nicoletti Dr. 208-392-3033	
Heidi Wommack 231 E Nicoletti DR 801.414.0304	
BOYD MOWER 220 NICOLETTI	
Kristin James 210 Nicoletti	
Samuel Fonda	
Nishad Salayar 194 E. Nicoletti Dr.	
Randy Beckstead 7280 RUSTY DR	
Jacque BECKSTEAD 7280 Rusty DR Midvale	
Mark Bilbrey 7292 South Rusty Drive	

We are petitioning the City of Midvale, the City of Midvale Zoning Commission and City Council against the proposed rezoning of 160 E 7200 S, Midvale UT 84047.

Your Contact Information is required should the City of Midvale need to contact you regarding this petition.

My signature and information represents my objection to the re-zoning request and proposed development of the above defined lot.

Name, Address & Ph#	Signature
Tami Butler 7345 S. Ramanee Dr	
Tanya Lelamija 95 Nicoletti Dr	
Pattiden Lelamija 95 Nicoletti Dr.	
Atiporn Lelamija 95 Nicoletti Dr.	
Jeremy Franklin 95 Nicoletti Dr. Nibley, UT 84037	

Estamos solicitando a la Ciudad de Midvale, a la Comisión de Zonificación de la Ciudad de Midvale y al Concejo Municipal en contra de la rezonificación propuesta de 160 E 7200 S, Midvale UT 84047.

Se requiere su información de contacto en caso de que la ciudad de Midvale necesite comunicarse con usted con respecto a esta petición.

Mi firma e información representan mi objeción a la solicitud de rezonificación y el desarrollo propuesto del lote definido anteriormente.

Nombre, dirección, número de teléfono	Firma
801-671-6982 122 E Nicoletti Dr	
Ryan Rader 7347 Rusty Dr.	
Michael Hixon 730 E Cox Ln	
KATHLEEN White 82 E Cox	
Richard Willis	
Amanda Willis	

Estamos solicitando a la Ciudad de Midvale, a la Comisión de Zonificación de la Ciudad de Midvale y al Concejo Municipal en contra de la rezonificación propuesta de 160 E 7200 S, Midvale UT 84047.

Se requiere su información de contacto en caso de que la ciudad de Midvale necesite comunicarse con usted con respecto a esta petición.

Mi firma e información representan mi objeción a la solicitud de rezonificación y el desarrollo propuesto del lote definido anteriormente.

Nombre, dirección, número de teléfono	Firma
801-671-6982 [illegible] 122 E Nicoletti Dr	[signature]
Ryan Rader 7347 Rusty Dr.	[signature]
Michael Hixon 720 E Cox Ln	[signature]
KATHLEEN WHITE 82 E Cox	[signature]
Richard Willis	[signature]
Amanda Willis	[signature]

Estamos solicitando a la Ciudad de Midvale, a la Comisión de Zonificación de la Ciudad de Midvale y al Concejo Municipal en contra de la rezonificación propuesta de 160 E 7200 S, Midvale UT 84047.

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Mi firma e información representan mi objeción a la solicitud de rezonificación y el desarrollo propuesto del lote definido anteriormente.

Nombre, dirección, número de teléfono	Firma
Taylor Bergstrom 7275 S. Rusty Drive	Taylor Bergstrom
[illegible] 7289 South 145 E midvale	
edith L chavez 7292 S 145 E	
Willis Bilbrey 7304 S Rusty Dr	Willis
Mary Bilbrey 7304 S. Rusty Dr.	M. Bilbrey

Estamos solicitando a la Ciudad de Midvale, a la Comisión de Zonificación de la Ciudad de Midvale y al Concejo Municipal en contra de la rezonificación propuesta de 160 E 7200 S, Midvale UT 84047.

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Mi firma e información representan mi objeción a la solicitud de rezonificación y el desarrollo propuesto del lote definido anteriormente.

Nombre, dirección, número de teléfono	Firma
Emily Shelley 129 E Marie DR. Midvale, UT 84047	Emily Shelley
Jeff Jones	
BRETT Parker 7338 S. Rusty dr 84047	
Tyler Lynch 7337 S. Rusty Dr. Midvale, UT 84047	Tyler M. Lynch
Elaine Manwaring 7324 Rusty Dr. Midvale UT	Elaine Manwaring
Darren Stone 7318 S Ramanee Dr Midvale, UT 84047	
Brian STONE 7316 S Ramanee Dr Midvale UT 84047	Brian Stone
Camaica Eldard 7290 so Ramanee Dr Midvale, UT 84047	Camaica Eldard
BRADY ELDARD 7290 S. RAMANEE MIDVALE UT 84047	
Rita Mathews 7282 SO 175 Ramanee	
Stacie Matthews 7282 S Ramanee Dr	
Greg Matthews 7282 S Ramanee Dr	
Ron Matthews 7282 S. Ramanee DR	

We are petitioning the City of Midvale, the City of Midvale Zoning Commission and City Council against the proposed rezoning of 160 E 7200 S, Midvale UT 84047.

Your Contact Information is required should the City of Midvale need to contact you regarding this petition.

My signature and information represents my objection to the re-zoning request and proposed development of the above defined lot.

Name, Address & Ph#	Signature
Ms. Madeline Hooker 801-565-8240 195 Carol Way Midvale, Utah 84047	Madeline Hooker
Mary Garcia 7360 Ramanee Dr midvale UT 84047	Mary Garcia
Ruth Markham 7328 S. Ramanee Dr midvale 84047	Ruth Markham
Faye Carling 7408 So Ramanee Dr Midvale 84047	Faye Carling
Bonnie Gordon 191 E Greenwood Ave. Midvale	Bonnie E. Gordon
Lundberg 198 E. 7420 S. Midvale, UT	
Lundberg 194 E Carol Way Midvale UT	
Finnegan 7455 S. Ramanee, Midvale UT	
185 E. Layne Dr Midvale UT	
7415 Ramanee Dr. Midvale UT.	
7415 Ramanee Dr. Midvale UT	
262 E Silvia Fazzic	Silvia Fazzic
Lori Metzger 7391 Ramanee Dr 801-891-2935	
7355 Ramanee Dr Midvale UT.	

We are petitioning the City of Midvale, the City of Midvale Zoning Commission and City Council against the proposed rezoning of 160 E 7200 S, Midvale UT 84047.

Your Contact Information is required should the City of Midvale need to contact you regarding this petition.

My signature and information represents my objection to the re-zoning request and proposed development of the above defined lot.

Name, Address & Ph#	Signature
Lorin Robinson 7314 S Rusty DR	
Andrew Salazar 7261 S Ramanee 801-634-4766	
Felissa Anderson 7261 S Ramanee 801-651-8922	
John Salazar 184 E Nicoletti Dr. 801-263-1332	
Marcie Kuntz 7211 S. Ramanee Dr. Unit A 385-347-9647	
Chris Carlson 7211 S Ramanee Drive Unit B	
Edith M. Small 801-561-4480 7273 So. Ramanee Dr.	
O Robert Small 7273 So. Ramanee Dr.	
7285 S. Ramanee Dr	
Ethelyn Tapia 182 E. Marlaway. Midvale, UT	
7311 So. Ramanee Dr.	
7318 Ramanee DR	
7318 Ramanee DR	
7308 So. Ramanee Dr	

Fwd: Feedback re: rezone approval request 160 E 7200 S

Candice Eldard <eldard13@gmail.com>

Mon 1/24/2022 3:47 PM

To: sarahjsherwood@hotmail.com <sarahjsherwood@hotmail.com>

Cc: Pabailey@utah.gov <Pabailey@utah.gov>

1 attachments (1 MB)

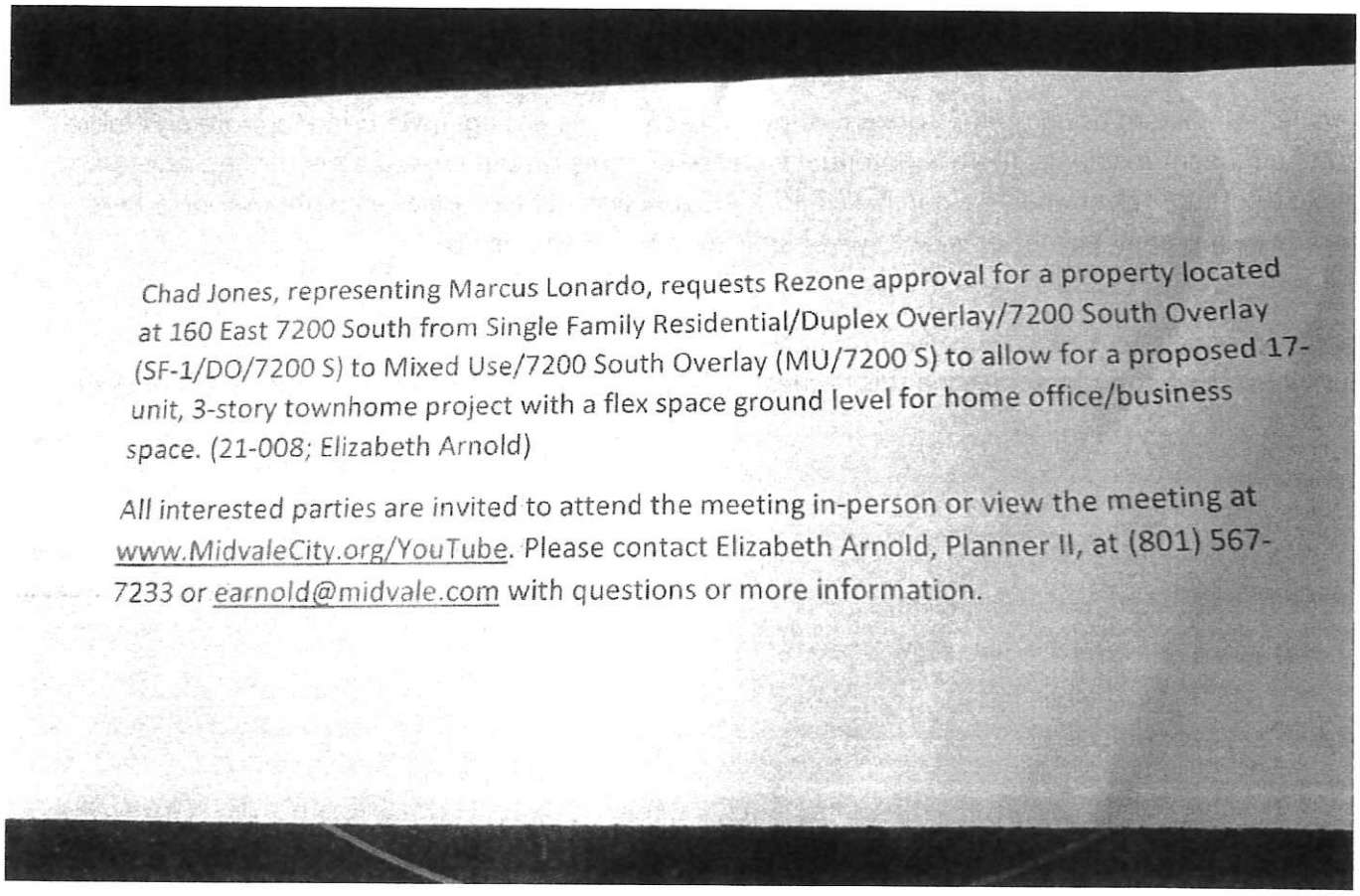
image_50390273.JPG;

Hello,

Below is the email I originally sent on 12/2/2021 to Elizabeth Arnold disputing the rezoning notice. This was in response to the very first notice that did not show a map or anything. Please see notice attached.

I hope this helps.

Thank you,
Candice Eldard



Chad Jones, representing Marcus Lonardo, requests Rezone approval for a property located at 160 East 7200 South from Single Family Residential/Duplex Overlay/7200 South Overlay (SF-1/DO/7200 S) to Mixed Use/7200 South Overlay (MU/7200 S) to allow for a proposed 17-unit, 3-story townhome project with a flex space ground level for home office/business space. (21-008; Elizabeth Arnold)

All interested parties are invited to attend the meeting in-person or view the meeting at www.MidvaleCity.org/YouTube. Please contact Elizabeth Arnold, Planner II, at (801) 567-7233 or earnold@midvale.com with questions or more information.

From: Candice Eldard <eldard13@gmail.com>
Sent: Thursday, December 2, 2021 5:06 PM

To: Elizabeth Arnold <earnold@midvale.com>
Subject: Feedback re: rezone approval request 160 E 7200 S

Hello,

I received a letter in the mail today regarding a request to rezone property located at 160 E 7200 S from a single family residential property to mixed use. The request is to allow a 3 story townhome project with flex business space.

This was very alarming to me as it is on the corner of the street we live and own our home on. I would ask that this please NOT be approved. Reasoning being, the street we live on (175 E Ramanee Dr) already has high traffic with cars using it as a through street. There are many, many homes on this street with little kids, including mine. If this request is granted, it will make traffic even worse through our residential neighborhood which is concerning for the safety of my children and my fellow neighbors. Often when kids are playing outside or neighbors walking, there are cars speeding down the road even though there are speed humps. We've even had a high speed chase down our road and the car gouged the road due to no tire. Very scary!

I would also like to bring up the concern of possible crime increasing. If we bring in more and more non permanent residents, there is potential increase of crime on our street. One of the attractive qualities of our home when we purchased 10 years ago was the fact it was a neighborhood where people owned their homes or wasn't full of apartments on Ramanee Dr.

I ask again that you please decline this request to help keep our street, children and neighbors safe.

Regards,

Candice Eldard

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Utah leaders say growth is good for the state. Do Utahns agree?

SALT LAKE CITY — Utahns are more concerned about growth than at any point in the last 25 years.

Depending on the metric, Utah is typically one of the fastest, if not the fastest, growing state in the country. But new research suggests 2 in 5 Utahns believe future growth will lead to a declining quality of life.

Since the 2010 census, the Beehive State's population inflated by 18.4%, the largest increase in the U.S. Between 2020 and 2021, the four fastest growing states were all in the Intermountain West — Idaho led the pack with 2.9% growth. Utah and Montana tied for second at 1.7%, followed by Arizona at 1.4%.

A survey conducted by Envision Utah found that many Utahns aren't excited about the population boom. About 42% of respondents think future growth will make the state worse — 13% said "a lot worse," and 30% said "a little worse."

Meanwhile, 36% said it will make the state better, with only 7% saying it will improve quality of life in Utah by "a lot."

About 22% answered "neither."

"Utahns are more concerned about growth than any point that we have seen," said Jason Brown with Envision Utah, a nonprofit that seeks "a holistic, balanced approach to the future," according to its website.

The group conducted the survey of 800 Utahns over 18 years old. It has a margin of error of plus or minus 3.5 percentage points.

Demographic data suggests white, conservative voters between the ages of 56 to 76 are the most concerned about the state's growth. Of those who said it would make Utah worse (and with some crossover between the characteristics), 53% are conservative, 49% have lived in Utah for over 30 years, 48% are baby boomers, 46% are white and 45% live in the suburbs.

Of the respondents who said growth will improve the quality of life in Utah, 44% are Democrats, 42% live in urban areas and 41% are men, college graduates and/or live in a high-income household.

Fwd: Objection to Rezoning

Paula Bailey DHS <pabailey@utah.gov>

Wed 1/26/2022 11:04 AM

To: sarahjsherwood@hotmail.com <sarahjsherwood@hotmail.com>

Hi Sarah
Here is my letter to the Elizabeth Arnold. I will not be able to attend the meeting tonight, but would like to continue to support this cause. Please let me know how it goes and how else I can help. Thank you for all that you have done.
Paula Bailey

---------- Forwarded message ---------
From: **Paula Bailey DHS** <pabailey@utah.gov>
Date: Wed, Jan 26, 2022 at 11:00 AM
Subject: Objection to Rezoning
To: <earnold@midvale.com>

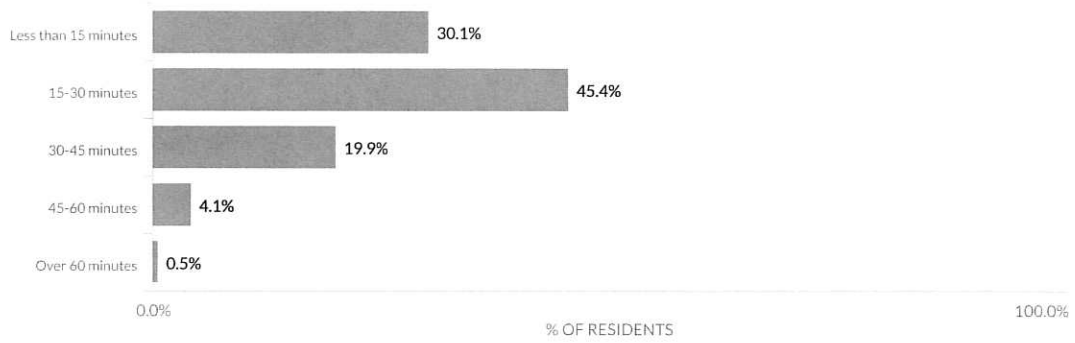
To whom it may concern:

I am writing to you to express my objection to the rezoning requested for the property located at 160 E 7200 S & 170 E 7200 S from single family residential to mixed use commercial. It is NOT in the public's best interest to redevelop this area and will negatively impact the already established residential community. This rezoning would damage the small community by adding unwanted increase in traffic, noise, parking issues, risk to pedestrians/children, increased strain on the school system, increased water usage and crime. By adding 17, three-story, mixed-use units on less than one acre of property, you are allowing the city to change the whole dynamics of a neighborhood of people who bought their homes to live in a residential single-family community. This community has been in place over half a century and I bought my home on Ramanee Drive 10 years ago, wanting to be a forever part of this community. I have seen many positive changes in Midvale over the past few years, with over development of residential areas NOT being one of them. We as a community are well aware of the water rights issues, increase in crime and strain on the system, that overdevelopment creates and we are trying to save our community from this downfall. It is unfair and unjust that the Midvale staff can make recommendations to this approval without letting the people, it will directly effect, have a say in the outcome. Therefore, I reiterate my objection to this rezoning and request that the committee reassess the desires of their constituents, rather than the developers quest to over develop more residential areas.
Thank you for your consideration,

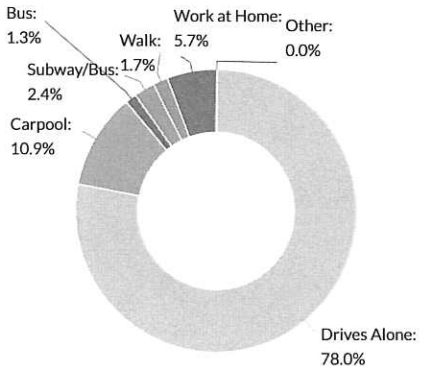
Paula Bailey

COMMUTE TO WORK

AVERAGE ONE-WAY COMMUTE TIME



MEANS OF TRANSPORT

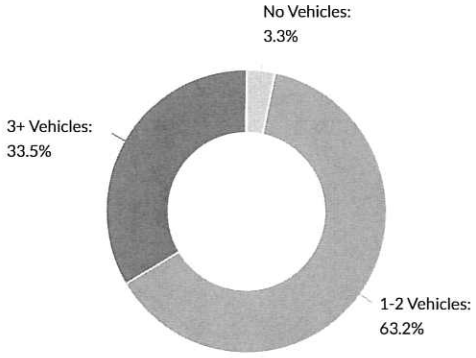


Other Categories:

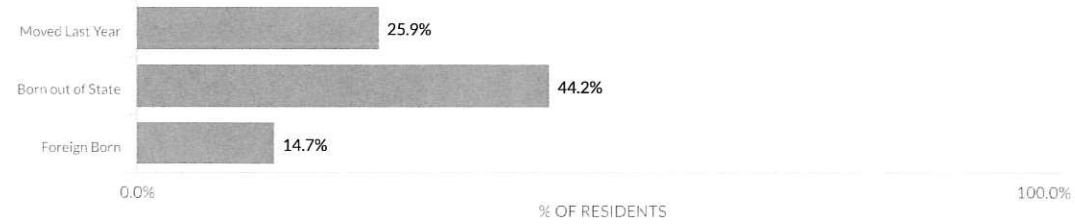
Ferry: 0.0%

Bike: 0.0%

VEHICLES PER HOUSEHOLD



MIGRATION & MOBILITY



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MIDVALE, UT (FORT UNION BLVD / S 540 E) CRIME

67 Vital Statistics found.

4 Condition Alerts found.

NEIGHBORHOOD CRIME DATA

TOTAL CRIME INDEX
17
(100 is safest)
Safer than 17% of U.S. neighborhoods.

NEIGHBORHOOD ANNUAL CRIMES

	VIOLENT	PROPERTY	TOTAL
Number of Crimes	11	146	157
Crime Rate (per 1,000 residents)	2.95	39.09	42.03

NEIGHBORHOOD VIOLENT CRIME

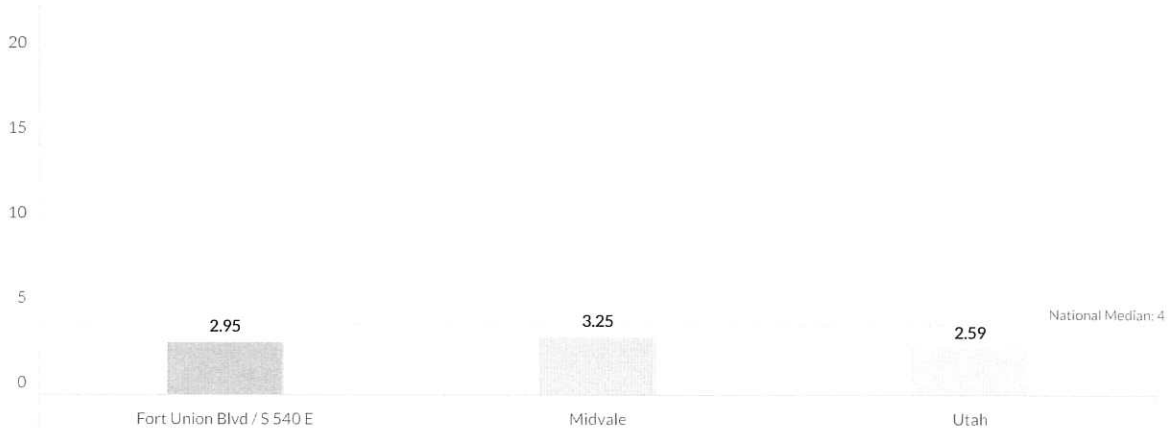
VIOLENT CRIME INDEX
45
(100 is safest)
Safer than 45% of U.S. neighborhoods.

VIOLENT CRIME INDEX BY TYPE

MURDER INDEX	RAPE INDEX	ROBBERY INDEX	ASSAULT INDEX
21	25	34	52
100 is safest	100 is safest	100 is safest	100 is safest

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VIOLENT CRIME COMPARISON (PER 1,000 RESIDENTS)



MY CHANCES OF BECOMING A VICTIM OF A VIOLENT CRIME

1 IN 340	1 IN 308	1 IN 386
in Fort Union Blvd / S 540 E	in Midvale	in Utah

MIDVALE VIOLENT CRIMES

POPULATION: 36,028

	MURDER	RAPE	ROBBERY	ASSAULT
Report Total	UNREPORTED	UNREPORTED	UNREPORTED	UNREPORTED
Rate per 1,000	UNREPORTED	UNREPORTED	UNREPORTED	UNREPORTED

UNITED STATES VIOLENT CRIMES

POPULATION: 331,449,281

	MURDER	RAPE	ROBBERY	ASSAULT
Report Total	21,570	126,430	243,600	921,505
Rate per 1,000	0.07	0.38	0.73	2.78

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NEIGHBORHOOD PROPERTY CRIME

PROPERTY CRIME INDEX

13

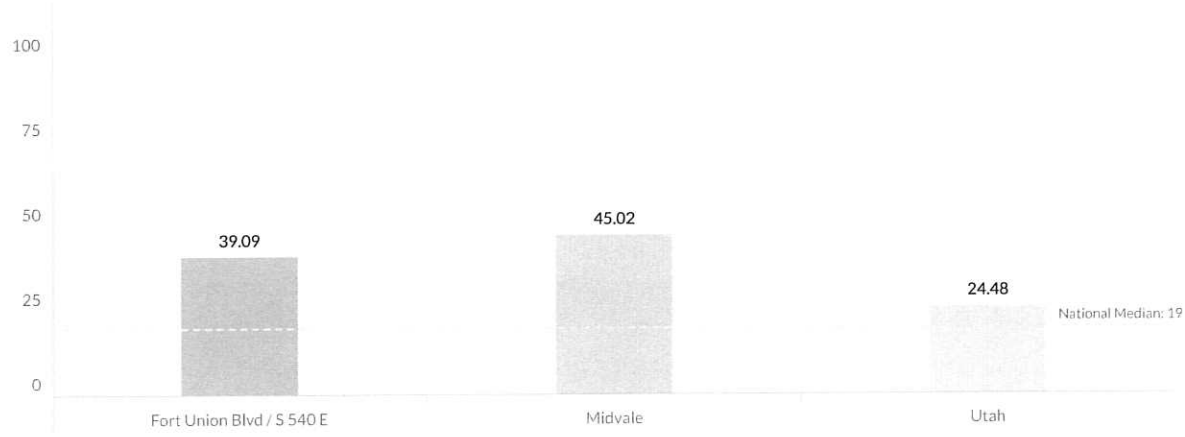
(100 is safest)

Safer than 13% of U.S. neighborhoods.

PROPERTY CRIME INDEX BY TYPE

BURGLARY INDEX	THEFT INDEX	MOTOR VEHICLE THEFT
32	10	44
100 is safest	100 is safest	100 is safest

PROPERTY CRIME COMPARISON (PER 1,000 RESIDENTS)



MY CHANCES OF BECOMING A VICTIM OF A PROPERTY CRIME

1 IN 26	1 IN 22	1 IN 41
in Fort Union Blvd / S 540 E	in Midvale	in Utah

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MIDVALE PROPERTY CRIMES

POPULATION: 36,028

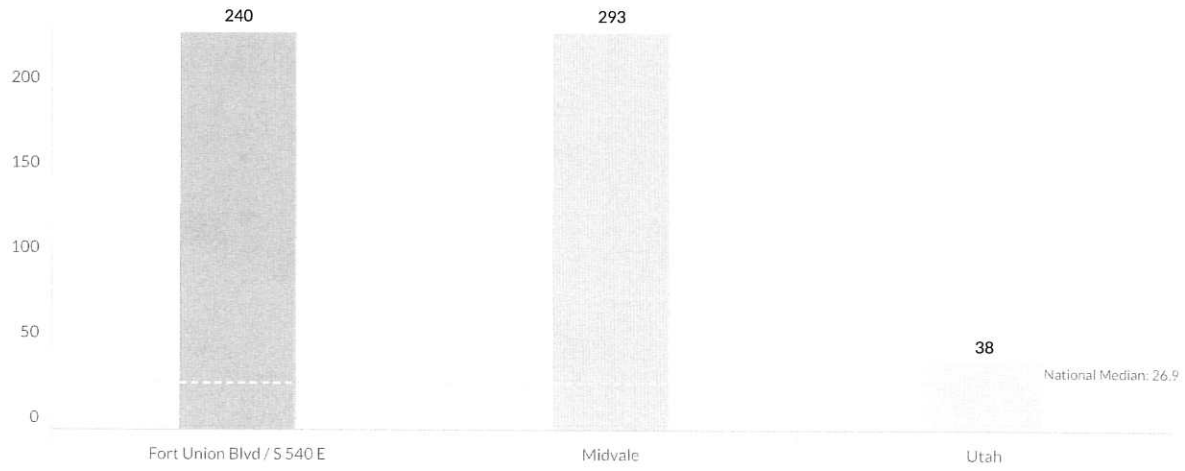
	BURGLARY	THEFT	MOTOR VEHICLE THEFT
Report Total	UNREPORTED	UNREPORTED	UNREPORTED
Rate per 1,000	UNREPORTED	UNREPORTED	UNREPORTED

UNITED STATES PROPERTY CRIMES

POPULATION: 331,449,281

	BURGLARY	THEFT	MOTOR VEHICLE THEFT
Report Total	1,035,314	4,606,324	810,400
Rate per 1,000	3.12	13.90	2.45

CRIME PER SQUARE MILE

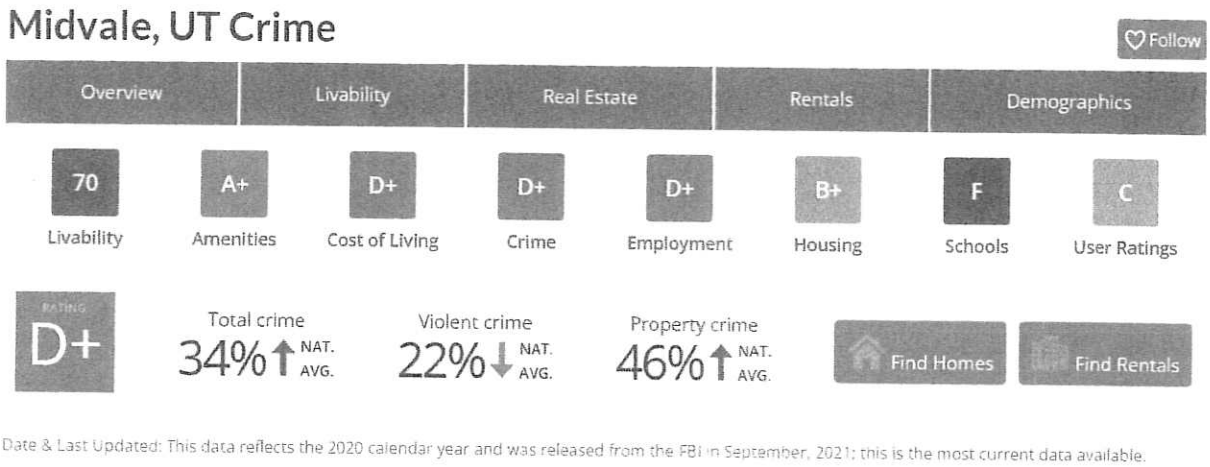


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"There seems to be something about (high-density residential) units that is associated with all types of serious violent crime, even controlling for the other factors in the model," the authors write. "Apparently, high-density housing units promote serious violent crime."

Generally speaking, the study found higher rates of robbery, aggravated assault and rape in commercial areas, and higher rates of all violent crimes in areas traversed by major streets. It found generally lower violent crime rates in areas with parks, cemeteries and schools.

https://newsinfo.iu.edu/news/page/normal/13030.html#:~:text=%22Apparently%2C%20high%2Ddensity%20housing,areas%20traversed%20by%20major%20streets.



https://www.areavibes.com/midvale-ut/crime/

Midvale Crime Breakdown

The tables below show which crimes are used to calculate the Crime Grades above. All crime rates are shown as the number of crimes per 1,000 Midvale residents in a standard year.

Violent Crime Rates

Crime Type	Crime Rate
Assault	0.8131
Robbery	0.1967
Rape	0.5421
Murder	0.0105
Total Violent Crime	1.562 (B+)

Property Crime Rates

Crime Type	Crime Rate
Theft	5.975
Vehicle Theft	3.572
Burglary	2.681
Arson	0.0930
Total Property Crime	12.32 (C+)

Other Crime Rates

Crime Type	Crime Rate
Kidnapping	0.0692
Drug Crimes	2.271
Vandalism	9.338
Identity Theft	0.7302
Animal Cruelty	0.0332
Total "Other" Rate	12.44 (D+)

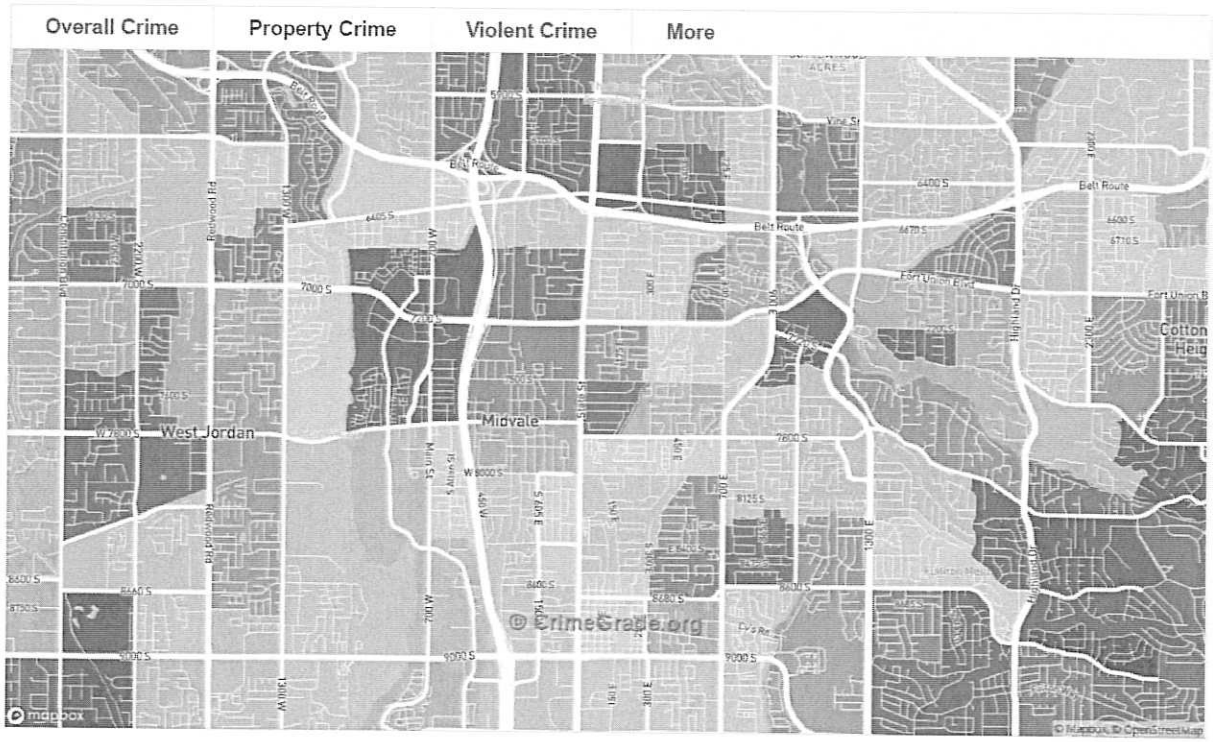
Is Midvale, UT Safe?

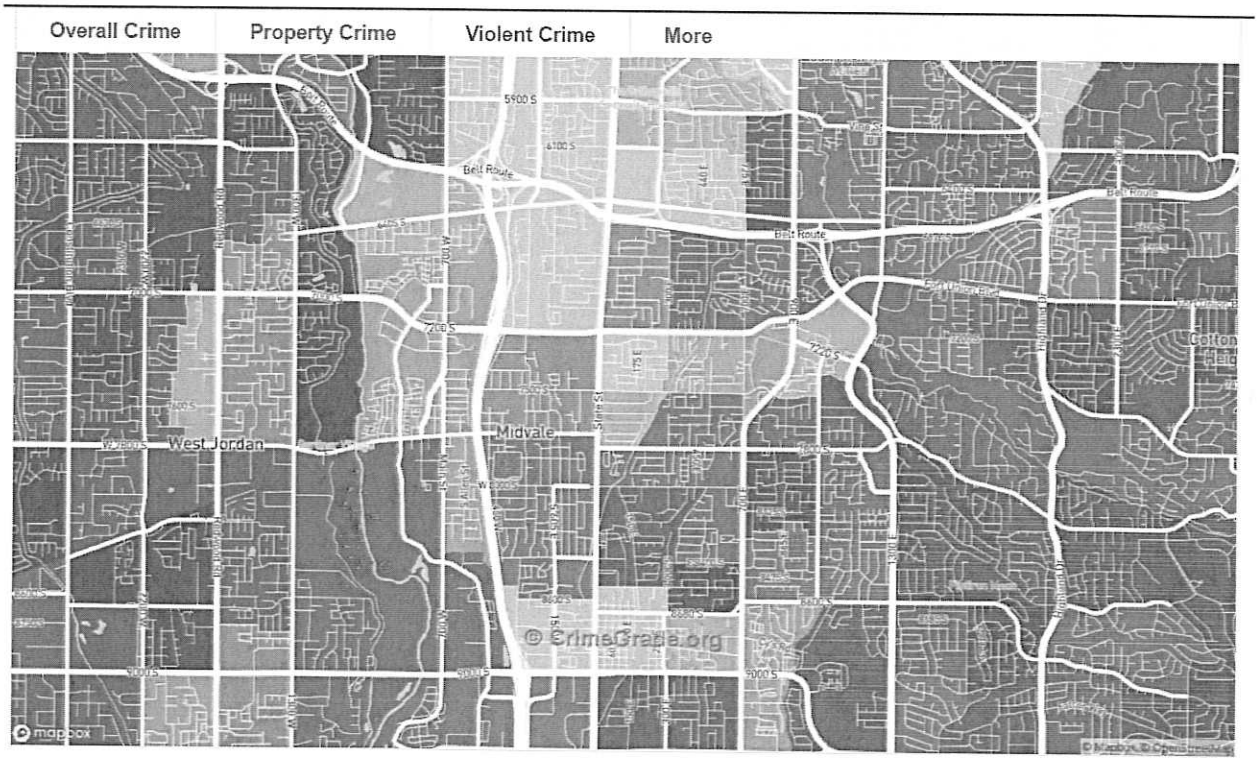
The C+ grade means the rate of crime is about the same as the average US city. Midvale is in the 51st percentile for safety, meaning 49% of cities are safer and 51% of cities are more dangerous. This analysis applies to Midvale's proper boundaries only. See the table on nearby places below for nearby cities.

The rate of crime in Midvale is 26.32 per 1,000 residents during a standard year. People who live in Midvale generally consider the southeast part of the city to be the safest.

Your chance of being a victim of crime in Midvale may be as high as 1 in 14 in the northwest neighborhoods, or as low as 1 in 73 in the southeast part of the city. See the section on interpreting the crime map, however, because comparing rates for crime or any other crime is not as intuitive as it may seem.

https://crimegrade.org/safest-places-in-midvale-ut/





Crime Grades

A+	C	F

A+ (dark green) areas are safest

	Total # of Calls	Total # of Cases	Total # of Offenses	Assaults	Auto Theft	Burglary	Robberty	Theft/Larceny	Vehicle Burglary	Drive-By Shooting	Drug Offences	Gang Related	Graffiti	Sex Crimes	Suspicious Circumstances	Vandalism	Weapon Violation	Weapon/Force Involved
Jan-21	2360	845	1050	13	47	3	3	39	57	0	48	9	3	7	81	25	8	40
1-Feb	2024	715	874	16	34	5	3	39	42	0	33	6	2	7	72	21	3	30
Mar-21	2662	965	1147	14	42	11	2	59	56	2	46	5	3	9	68	39	7	41
Apr-21	2655	908	1083	15	34	10	4	58	37	0	40	9	5	7	85	27	3	36
May-21	3103	989	1136	23	29	11	2	62	44	1	35	13	12	6	82	36	3	34
Jun-21	3035	1038	1215	19	43	12	3	53	46	0	26	3	7	7	92	30	5	37
Jul-21	3204	1088	1266	17	32	15	1	94	52	1	42	6	10	7	115	30	5	32
Aug-21	3026	1070	1236	17	40	11	0	75	58	2	36	16	10	9	86	40	4	40
Sep-21	2557	871	1027	23	24	10	3	66	39	0	36	10	5	6	79	27	3	49
Oct-21	2607	994	1173	26	21	4	3	76	55	1	37	16	7	11	87	46	7	47
Nov-21	2405	860	1021	18	27	8	4	58	33	0	31	5	6	5	63	31	4	38
Dec-21	2551	862	1004	18	28	11	1	57	44	0	31	5	3	4	65	23	2	42
	32189	11205	13232	219	401	111	29	736	563	7	441	103	73	85	975	375	54	466
Jan-20	1986	860	971	18	27	8	4	55	58	0	35	4	4	6	77	23	3	36
Feb-20	1934	818	981	15	30	8	0	53	41	1	56	5	4	4	83	21	3	28
Mar-20	2145	861	1042	23	28	10	3	45	60	0	47	2	7	2	82	32	2	46
Apr-20	2047	833	964	11	25	10	1	44	52	0	52	2	1	5	91	22	2	27
May-20	2448	971	1123	18	21	14	0	36	40	0	27	3	3	5	114	33	0	32
Jun-20	2435	910	1039	13	33	8	2	52	42	1	28	8	8	2	106	37	4	35
Jul-20	2685	1049	1203	11	43	15	3	52	63	1	47	24	9	9	105	46	9	37
Aug-20	2858	1031	1190	18	34	9	3	50	59	0	39	18	6	6	106	36	3	42
Sep-20	2558	891	1034	22	52	12	0	54	61	0	35	7	7	7	85	30	1	32
Oct-20	2821	934	1125	18	42	17	4	69	54	1	46	11	4	5	90	40	5	47
Nov-20	2350	806	941	8	45	13	1	65	55	0	52	7	4	4	79	25	6	30
Dec-20	2334	820	956	16	45	12	1	58	66	0	24	11	2	9	74	20	4	32
	28601	10784	12569	191	425	136	22	633	651	4	488	102	59	64	1092	365	42	424
Jan-19	2436	814	929	9	32	13	2	59	24	0	62	2	4	10	68	22	1	24
Feb-19	2109	695	792	13	18	9	3	39	26	1	26	5	6	1	53	21	3	22
Mar-19	2481	850	980	12	32	6	1	44	34	0	46	0	0	3	98	14	0	17
Apr-19	2533	963	1097	15	27	8	2	52	43	0	48	2	2	7	134	21	4	17
May-19	2543	1030	1191	19	25	10	4	55	29	0	43	2	3	9	114	15	1	28
Jun-19	2577	1026	1145	12	21	9	4	61	19	0	44	3	6	4	130	31	3	29
Jul-19	2438	1099	1254	17	38	11	3	76	31	0	43	2	6	6	118	57	2	33
Aug-19	2485	946	1066	10	44	11	3	60	20	0	40	3	2	13	68	24	2	27
Sep-19	2077	874	998	26	30	14	4	56	29	0	26	1	2	3	107	21	1	35
Oct-19	2230	876	987	20	32	12	0	64	33	0	34	3	2	3	82	29	6	29
Nov-19	1957	833	871	26	32	3	2	53	43	1	28	4	4	5	86	26	2	41
Dec-19	1975	908	955	13	43	1	1	65	36	2	22	6	6	6	98	22	4	22
	27841	10914	12265	192	374	107	29	684	367	4	462	33	43	70	1156	303	29	324
Jan-18	2482	1043	1231	22	40	10	2	62	32	0	81	3	5	6	135	35	2	35
Feb-18	2211	1059	1180	14	37	18	0	70	22	1	66	5	7	3	122	22	4	29
Mar-18	2509	981	1114	13	32	14	2	45	21	1	67	4	11	10	122	40	3	30
Apr-18	2479	914	1065	20	23	20	6	59	19	1	76	5	6	9	95	21	5	39
May-18	2963	971	1120	13	33	12	5	75	40	0	62	8	4	6	103	25	5	29
Jun-18	2596	855	979	11	40	9	1	50	26	0	42	2	2	9	93	27	4	27
Jul-18	3039	951	1075	11	41	8	2	62	31	0	49	5	3	7	84	27	5	28
Aug-18	2885	997	1164	18	34	6	7	76	37	1	62	12	10	2	83	37	7	37
Sep-18	2748	821	954	12	40	16	5	51	34	0	51	2	5	3	72	26	7	32
Oct-18	2715	900	1044	20	44	15	4	75	44	0	49	4	2	7	67	26	2	37
Nov-18	2607	933	1089	14	50	6	0	64	51	0	51	2	3	5	74	34	5	27
Dec-18	2548	877	987	10	45	18	2	70	26	0	43	2	5	4	63	23	3	26
	31782	11302	13002	178	459	152	36	759	383	4	699	54	63	71	1113	343	52	376

ORDINANCE NO. 2022-O-12

AN ORDINANCE REZONING APPROXIMATELY 0.83 ACRES LOCATED AT 160 E 7200 S FROM THE SINGLE-FAMILY RESIDENTIAL ZONE/DUPLEX OVERLAY/7200 S OVERLAY (SF-1/DO/7200 S) TO THE MIXED USE/7200 S OVERLAY (MU/7200 S).

WHEREAS, pursuant to Utah Code Annotated Sections 10-9a-501 through 10-9a-503, Midvale City ("the City") has authority to make and amend a zoning plan which divides the City into zoning districts and within those districts to regulate the erection, construction, reconstruction, alteration, and uses of buildings and structures and the uses of land; and

WHEREAS, a request has been made for a change of zoning on the property described in Exhibit A; and

WHEREAS, the Planning Commission held a public hearing on January 26, 2022, to review the request for rezone and, after considering all of the information received, made a recommendation to deny the rezone request thereon to the City Council; and

WHEREAS, the City Council of Midvale City, Utah held a public hearing on February 15, 2022 and tabled the item pending feasible access on 7200 S and staff preparing a draft development agreement; and

WHEREAS, the City Council of Midvale City, Utah held another public hearing on June 21, 2022; and

WHEREAS, after taking into consideration citizen testimony, planning and demographic data, the desires of the owners of the property, and the Planning Commission's recommendation as part of its deliberations, the City Council determined the following:

1. The application is for a rezone to change from SF-1/DO/7200 S to MU/7200 S.
2. The subject property is on a total of 0.83 acres.
3. The rezone of the property will allow for a multifamily, 18-unit townhome development.
4. The project will be accessed from 7200 S with only fire access being allowed from Nicoletti Drive.
5. The project complies with the rezone procedure outlined in Midvale City Code 17-3-1(E.)
6. The applicable departments have reviewed the project and provided a positive recommendation.

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

Section 1. The zoning ordinance, which sets forth the zone districts within Midvale City

which portion of the said zoning ordinance is established by a zoning map, is hereby amended as follows:

The property (Parcel No. 22-30-152-027) described in Exhibit A attached hereto and by this reference made a part hereof, which properties are located at 160 E 7200 S, Midvale, Utah, and are currently zoned Single-Family Residential/Duplex Overlay/7200 S Overlay (SF-1/DO/7200 S), shall be zoned Mixed Use/7200 S Overlay (MU/7200 S).

ZONING PRIOR TO EFFECTIVE DATE OF THIS ORDINANCE:

Single-Family Residential/Duplex Overlay/7200 S Overlay (SF-1/DO/7200 S)

ZONING AFTER EFFECTIVE DATE OF THIS ORDINANCE:

Mixed Use/7200 S Overlay (MU/7200 S).

Section 2. This ordinance shall take effect immediately.

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

_____
Marcus Stevenson, Mayor

ATTEST:

_____
Rori Andreason, MMC
City Recorder

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

Date of first publication: _____

"EXHIBIT A"
(Ordinance No. 2022-O-12)

REZONING APPROXIMATELY 0.83 ACRES LOCATED AT 160 E 7200 S FROM THE SINGLE-FAMILY RESIDENTIAL ZONE/DUPLEX OVERLAY/7200 S OVERLAY (SF-1/DO/7200 S) TO THE MIXED USE/7200 S OVERLAY (MU/7200 S).

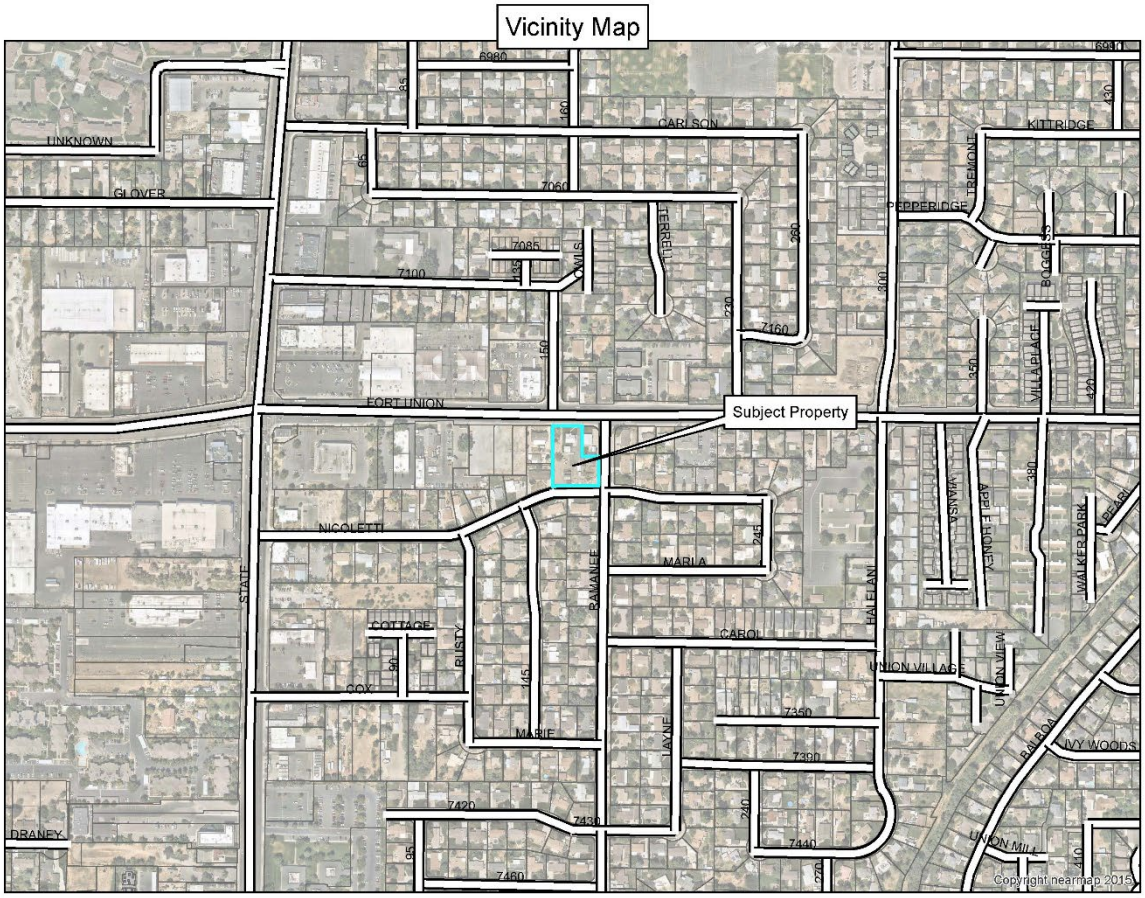
Legal Description:

PARCEL 1: BEGINNING 84 RODS NORTH AND 1443.85 FEET EAST FROM THE WEST QUARTER CORNER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE WEST 110 FEET; THENCE SOUTH 285.22 FEET; THENCE EAST 174 FEET, THENCE NORTH `50 FEET; THENCE WEST 64 FEET; THENCE NORTH 135.22 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THEREFROM ALL THAT PORTION CONVEYED TO SALT LAKE COUNTY BY THAT CERTAIN WARRANTY DEED, RECORDED OCTOBER 16, 1997 AS ENTRY NO. 6764762 IN BOOK 7782 AT PAGE 2504 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: SAID PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS 84 RODS (BY DEED BUT 1386.00 FEET BY MEASUREMENT) NORTH AND 1443.85 FEET EAST FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALE LAKE BASE AND MERIDIAN, AND RUNNING THENCE WEST 110.00 FEET; THENCE SOUTH 18.41 FEET, THENCE SOUTH 89'42'16" EAST 110.00 FEET, THENCE NORTH 18.98 FEET TO THE POINT OF BEGINNING. ALSO LESS AND EXCEPT THEREFROM ALL THAT PORTION LYING SOUTH OF THE NORTH LINE OF 7250 SOUTH STREET AKA NICOLETTI DRIVE LOCATED WITHIN THAT CERTAIN OFFICIAL PLAT OF RAMANCE SUBDIVISION NO. 2, RECORDED JULY 22, 1970 AS ENTRY NO. 234270 IN BOOK HH OF PLATS AT PAGE 94 OF OFFICIAL RECORDS.

PARCEL 2: BEGINNING AT A POINT 24.86 FEET SOUTH OF THE CENTER OF UNION AVENUE (7200 SOUTH STREET), SAID POINT BEING 1507.85 FEET EAST AND 84 RODS NORTH FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 135.22 FEET; THENCE WEST 64 FEET; THENCE NORTH 135.22 FEET; THENCE EAST 64 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THEREFROM ALL THAT PORTION CONVEYED TO SALT LAKE COUNTY BY THAT CERTAIN WARRANTY DEED, RECORDED OCTOBER 16TH, 1997, AS ENTRY NO. 6764765 IN BOOK 7782 AT PAGE 2507 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: SAID PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A

POINT WHICH IS 1507.85 FEET (BY DEED BUT 1508.47 FEET BY MEASUREMENT) EAST AND 84 RODS NORTH FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNIGN THENCE WEST 64.0 FEET (BY DEED BUT 64.62 FEET); THENCE SOUTH 18.98 FEET, THENCE SOUTH 89'42'16" EAST 37.08 FEET TO THE POINT OF CURVATURE OF A 28.5 FOOT RADIUS CURVE TO THE RIGHT (RADIUS BEARS SOUTH 00'17'44" WEST) THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 38.16 FEET THROUGH A CENTRAL ANGLE OF 74'41'54": THENCE NORTH (HIGHWAY BEARING NORTH 00'13'00" EAST) 40.29 FEET TO THE POINT OF BEGINNING.

Contains 0.83 Acres, more or less.



MIDVALE CITY COUNCIL MEETING
Minutes

Tuesday June 7, 2022
Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: Mayor Marcus Stevenson

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

STAFF: Matt Dahl, City Manager; Rori Andreason, HR Director/City Recorder; Lisa Garner, City Attorney; Glen Kennedy, Public Works Director; Laura Magness, Communications Director; Nate Rockwood, Community Development Director; Adam Olsen, Planning Director; Wendelin Knobloch, Senior Planner; Cody Hill, RDA Manager; Meggie Troili, RDA Project Manager; Chief Randy Thomas, UPD; Chief Brad Larson, UFA; Brad Jewitt, Emergency Manager; and Josh Short, IT Technician.

6:00 PM – WORKSHOP

- **Discuss Vision and FY2023 Goals and Projects**

Matt Dahl, Mayor Stevenson, and City staff expressed their desire to have a vision from the City Council in order to make sure the direction the staff is moving in matches what the Council desires for Midvale City.

Matt Dahl said he will be looking at switching things up some over the next year in strategically planning projects for the next budget year. He asked the Council what projects they would like to add to the list. The Council asked that the following projects be added to the list:

- Youth Court
- Banners
- Community Garden
- Recreation Center
- Park Improvements
- Council Chamber Improvements
- Expand the art program the RDA is providing to other areas in the City.
- Playground equipment for Founders Pointe Park
- Look at dedicating the Founders Pointe Park and Rooftop Park to Homeowners association

PENDING

- 7200 South 700 West landscaping
- 7200 South – UDOT Improvement Fund
- Recreation center or swimming pool
- More parks space
- South Union Avenue by Hillcrest
- 1000 East Well Property would be a good place for a skate park
- State Street 7200 South Corridor
- Light on Center and Main Street timing needs to be adjusted. The light takes too long to change.
- Parking Restrictions
- Single-Family Home Zoning Modification
- State Street Planning and Zoning Changes

7:00 PM – REGULAR MEETING

Mayor Marcus Stevenson called the business meeting to order at 7:05 p.m.

I. GENERAL BUSINESS

A. WELCOME AND PLEDGE OF ALLEGIANCE

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

C. PROCLAMATION DECLARING JUNE 2022 AS LGBTQ PRIDE MONTH

Council Member Dustin Gettel and Mayor Stevenson read the proclamation declaring June 2022 as LGBTQ Pride Month.

D. UNIFIED FIRE REPORT

Chief Brad Larson reported globally slight uptick in Covid-19 Cases. Had two positive tests for Covid-19 in office last week. Construction on station 125 is moving along. Wildland updates anticipate a very wildfire season. Thankful for any precipitation. Crews started critical training. Crew member in Texas fire. Focusing on mitigation work clearing dead brush and trees. Recruit marketing are getting ready for new recruitment. Over 200 have signed up to test. UFA Board tentatively approved the budget in May. Scheduled June 21 to approve the budget. Crews were fairly busy last month. May 22nd a call came in for rail cars that were tipped over. It was actually two diesel tankers that came off the tracks. Cres responded quickly as well as Union Pacific and was able to get the diesel tankers back on the tracks. Both fire stations went to elementary schools on the last day of school and had fun with the kids.

II. PUBLIC COMMENTS

Justin Zallus said representing his father that owns property on 6th Avenue. Building apartments on the east side of Main Street. Will there be a retaining wall that separates the apartments from the existing properties.

PENDING

Council Member Dustin Gettel said haven't seen anything brought to the council for approval. There is usually a wall or fence.

Justin said also concerned with parking.

Nate Rockwood said there hasn't been any plans submitted. Hard to comment on something that hasn't been submitted yet. Developers would need to meet criteria of form based code.

Rori Andreason read public comment submitted on Midvale City Website:
Thank you for reading this in council meeting. To the City and Unified Fire Dept, Sorry I cannot be there in person. I am working tonight. My name is Wayne Sharp, I am a local chainsaw carver and Midvale business owner. I would like to offer my time and talent by donating a chainsaw carving for the new fire station on Center St in Midvale. It could be similar to the life size carving I donated for the fire station on 7200 So. As a reference I carved the Police bear at the police station, the welcome bear at the entrance to this meeting room, and the bench in the lobby of this building. Could someone from Unified Fire contact me to verify and discuss a plan if possible. If accepted, we will be looking for a big log appx 7' long with a diameter of at least 3'. It would be great if it came from within The Midvale area.
Thanks Wayne Sharp, Sharp yards.

III. COUNCIL REPORTS

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

B. Council Member Bryant Brown – Had nothing to report.

C. Council Member Heidi Robinson – excused.

D. Council Member Paul Glover – said he knows of a young man who was pulled over for the first time in his life. He had expired plates which he was not aware of. The young man said the officer was very nice and he was very appreciative of his kindness.

E. Council Member Dustin Gettel – said homeowners at the Roof Tops were unhappy with unmaintained area. Thanked public works for working with the homeowners and taking care of the matter. Received a number of complaints on road work heading south on Bingham Junction and Center. Looks bad and very dramatic arrow heading toward the traffic light. Light at Center heading south from Bingham Junction the light doesn't always turn green. Need to have someone check it out.

IV. MAYOR REPORT

Mayor Stevenson said on July 1st at 10 am he will be participating in a skate competition at the Copperview Recreation Center. Working with a nonprofit group called Chill Foundation. Will be a three day program at Copperview Recreation Center. They will work with the Boys and Girls Club and the schools. On the last day of the event will hold

skate with the Mayor from 10 am to 2 pm. Have a professional skateboarder that is attending. Congratulated Cody Hill on his new baby. Bevan Paskins, city employee, passed away. Attended his services and nice to meet the family members. Definite loss to the city.

V. CITY MANAGER REPORT

Matt Dahl had nothing to report.

VI. DEPARTMENT REPORTS

A. COMMUNITY DEVELOPMENT/RDA DEPARTMENT REPORT

Nate Rockwood said Mural Festival held on Saturday June 18th. Had 120 muralists apply. Narrowed it down to 22 muralists and 2 commissioned artists. Six of them are Midvale artists and two of them are new artists. Will have incredible artwork on Main Street. There will be vendors and food trucks. This is component of a larger strategy for Main Street. Will lead to new stores and filling vacant buildings. Will be a place for events. Staff has really worked hard on this event. Been having food truck events on Fridays. All Caps is planning a ceremony and do not have all the details yet. Council Members and Mayor are invited to participate.

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

VII. PUBLIC HEARING

A. PUBLIC HEARING TO RECEIVE PUBLIC COMMENTS REGARDING THE MIDVALE CITY FINAL BUDGET BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023 INCLUDING SALARIES FOR STATUTORY AND ELECTIVE OFFICERS, EMPLOYEES, AND OTHER POSITIONS WITHIN THE CITY AS WELL AS THE FY2022 MIDVALE MUNICIPAL FEE SCHEDULE INCLUDING UTILITY RATES

Matt Dahl said Mariah and staff members have put a lot of work into the budget. As the budget is put together the goals can help and prioritize the budget. The biggest item that is being funded is law enforcement increases. Supporting Midvale Staff is important maintaining basic services. Continue to support neighborhoods projects and events. Proposing and 8% property tax increase. Provides 56,000 cushion that will help on areas of budget that haven't been finalized.

Mariah Hill said this is a public hearing to receive public comments regarding the Midvale City Final Budget Beginning July 1, 2022 and Ending June 30, 2023 including Salaries for Statutory and Elective Officers, employees, and other positions within the City as well as the FY2022 Midvale Municipal Fee Schedule including Utility Rates. Staff has prepared a final budget, which will be presented to the City Council and will be available at https://www.midvalecity.org/departments/administrative-services/finance.

Fiscal Year 2023 Final Budget
FY2023 Final Budget Overview

- The Final Budget is the City's estimated revenues and expenditures for July 1, 2022 to June 30, 2023.
- A Final Budget is presented for each fund (all departments fall within a fund).
- The Final Budget has been prepared by the Finance Department and City Manager and is officially presented by the City's Budget Officer (City Manager).
- A Final Budget will be adopted after a tax rate is adopted.

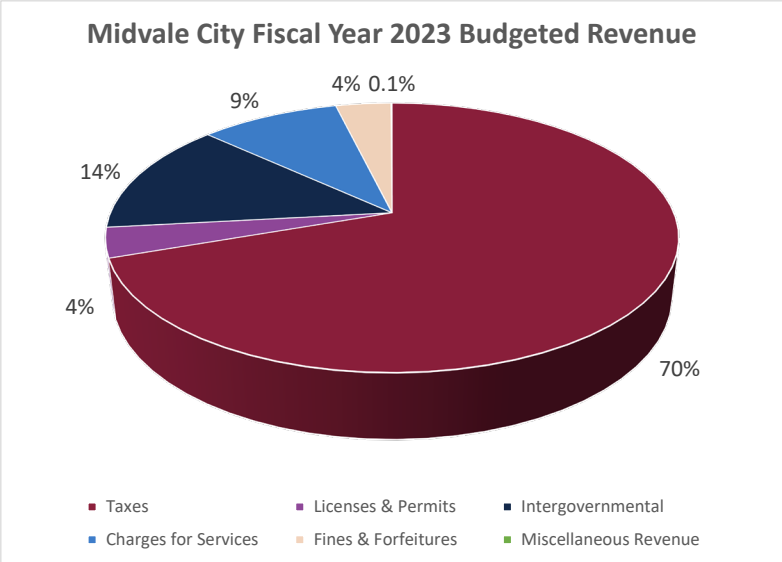
FY2023 Final Budget Overview General Fund

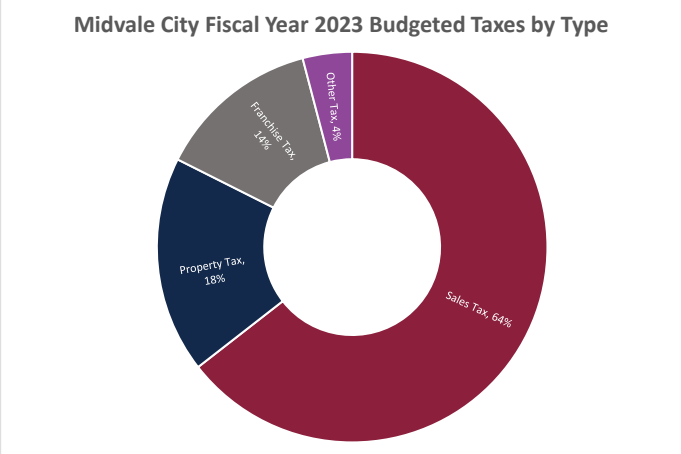
- Total revenues - $25,461,134 (11.2% increase from Amended FY22 Budget).
  - Projected new on-going funds - $2,236,136
  - Projected available one-time funds - $1,658,434
- Total expenditures - $25,461,134 (11.2% Increase from Amended FY22 Budget).
  - Proposed new on-going expenditures - $2,268,313
  - Proposed new one-time expenditures - $1,608,188

FY2023 Final Budget Overview General Fund Changes since Tentative

General Fund				
Revenues				
Property Tax	$ 2,936,964	$ (30,625)	$ 2,906,339	Decrease in needed property tax increase
Use of Fund Balance	$ -	$1,570,427	$ 1,570,427	for one-time expenditures
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS - GENERAL FUND	$ 2,936,964	$1,539,802	$ 4,476,766	
Expenditures				
Unified Policy Department Contract	$ 11,180,547	$ 161,091	$ 11,341,638	Adopted tentative UPD budget
Court	$ 1,058,834	$ 15,805	$ 1,074,639	Market adjustments for Judicial Assistants
Building Inspections	$ 289,432	$ 55,115	$ 344,547	Addition of in-house Building Official
Bank Charges - Non-Departmental	$ 20,075	$ (4,395)	$ 15,680	Moving to better reflect actuals
Bank Charges - Court	$ 10,605	$ 4,395	$ 15,000	Moving to better reflect actuals
Transfers				
Transfer to Capital Projects	$ 1,037,600	$ (50,000)	$ 987,600	Decrease in park funding due to one-time funding being used to cover fleet replacement costs
Transfer to Telecomm Fund	$ 843,466	$ (140,982)	$ 702,484	Decrease in UTOPIA pledge needed from the General Fund
Fleet Operating Cost Increase (Gasoline)	$ 62,400	$ 22,600	$ 85,000	Increase across departments due to the current price of gasoline
TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS - GENERAL FUND	$ 14,502,959	$ 63,629	$ 14,566,588	

FY2023 Final Budget Overview General Fund Revenues





FY2023 Final Budget Review General Fund Revenues – Key Trends

- **Taxes – Property tax up 9.6%; sales tax up 12% (10.4% Increase Overall)**.
  - Sales tax - $1.1M increase.
  - Property tax - $255K increase (with proposed property tax increase).
- **Permit/Plan Check Fees – No Change**
  - CD Fee Study in progress
- **Intergovernmental – Increase 22%**
  - $445K Increase in Shelter Mitigation Funding – HB440

FY2023 Final Budget Overview General Fund Property Tax Increase

- **Projected Property Taxes (with increase) -** $2,907,339 (1.5% Increase from Amended FY22 Budget + 8% Proposed Property Tax Increase).
  - Decrease of $30K from Tentative Budget
- **Proposed Property Tax Increase**
  - 8% - $215k
  - Approximately $15 increase per year for average homeowner
  - To move forward, City Council will pass a resolution to move into the Truth and Taxation process on June 21st

- OR adopt certified tax rate and adopt final budget with $215k of cuts on June 21st.

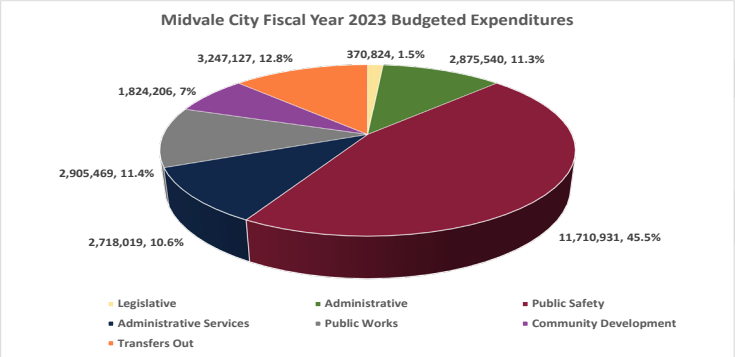
FY2023 Final Budget Overview General Fund Expenditures
Largest Projects and Expenditure Changes
On-Going

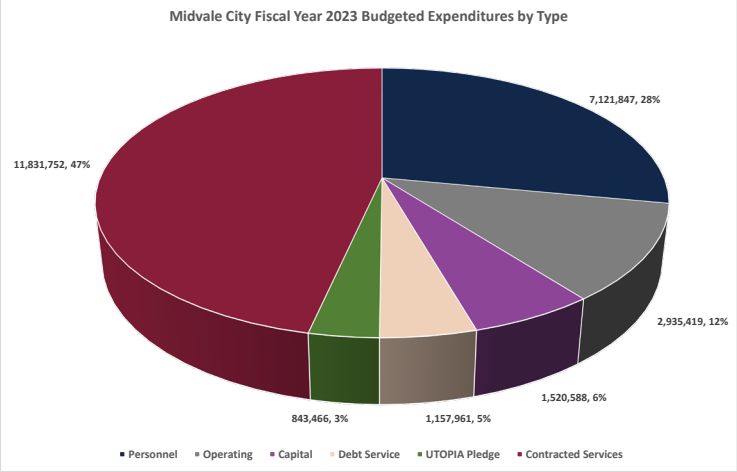
- **UPD assessment** – $1.2M (11.6%)
  - With use of $433K of Fund Balance
- **Employee merit, market & COLA increases** – $689K
- **Full-Time Prosecutor** - $133K
- **Full-Time Parks Technician** - $74K (1/2 Year)
- **Full-Time Building Official** - $55K (1/3 Year)

One-Time

- **Grants** (Boys & Girls, CBC, Midvale Arts, Hillcrest Ute) - $130K
- **2022 Harvest Days & Float** - $86K
- **Capital project funding** - $987K (more later).
- **Fleet replacement contribution** - $157K

FY2023 Final Budget Overview General Fund Expenditures





FY2023 Final Budget Overview Debt Service Fund

- **New last year – Debt previously accounted for in General Fund**
- 2017 Sales Tax Bonds (Road Bond) - $777K
- Lease payment to MBA (City Hall/Parks Bond) - $375K

- CHG Parking Structure Loan (developer paid) - $245K
- Zions Parking Structure Loan (RDA paid) - $445K (Addition since Tentative)

FY2023 Final Budget Overview Capital Projects Fund

General ($890)		Sales Tax ($1M)	HB244 ($500K)
City Building Improvements ($73K)	Midvale Mural Program ($20K)	Sidewalk, Curb, & Gutter Replacement ($200K)	Transporation Project ($500K)
Facility Maintenance ($94.6K)	Recreation Center "Seed" Money ($200K)	Pavement Management ($800K)	
Public Works Building Renovation Study ($75K)	Park Improvements ($250K)		
Cemetery Improvements/Study ($90K)	Main Street Utility Upgrades ($100K)		
Fort Union Corridor Study ($115K w/ $105K Grant)	Community Gardens ($50K)		
Holiday Lights ($25K)			

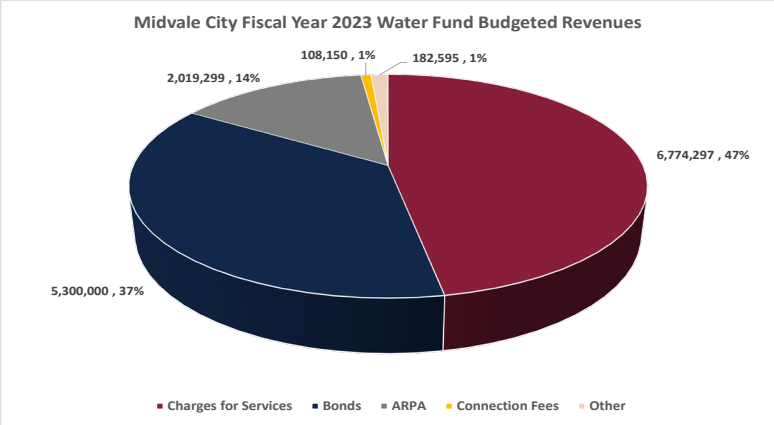
FY2023 Final Budget Overview Capital Projects Fund Changes since Tentative

Capital Projects Fund				
Revenues				
Transfer from GF	$ 1,037,600	$ (50,000)	$ 987,600	Decrease in park funding due to one-time funding being used to cover fleet replacement costs
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS - CAPITAL PROJECTS FUND	$ 1,037,600	$ (50,000)	$ 987,600	
Midvale City Park Improvements	$ 300,000	$ (50,000)	$ 250,000	Decrease in park funding due to one-time funding being used to cover fleet replacement costs
TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS - CAPITAL PROJECTS FUND	$ 300,000	$ (50,000)	$ 250,000	

FY2023 Final Budget Overview Water Fund

- Budget prepared per the five-year Comprehensive Financial Sustainability Plan (CFSP) completed last fiscal year with adjustments for FY2021 and FY2022 actuals.
- Budget prepared assuming the water fund will bond this fiscal year to cover capital expenditures.
- Budget include $2M in American Rescue Plan Act (ARPA) funds.
- Changes since Tentative - $15K Increase in Postage

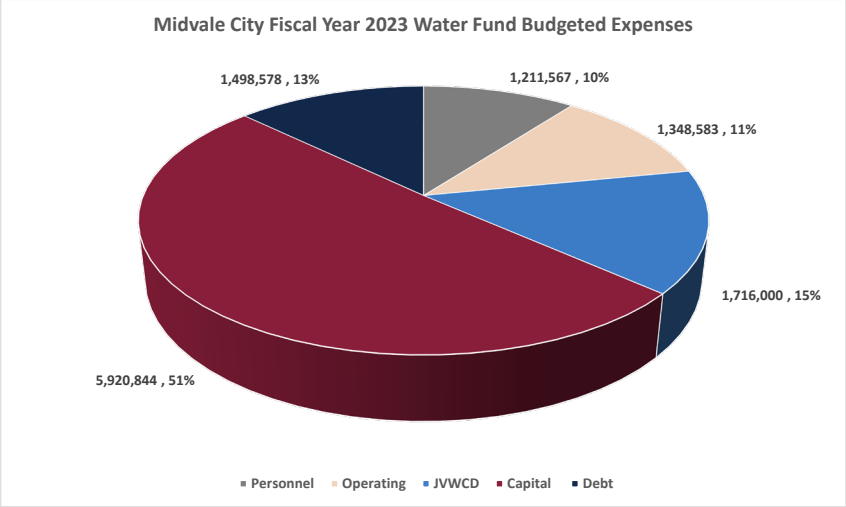
FY2023 Final Budget Overview Water Fund Revenues



- 81% increase in budgeted revenues ($6.4M).
- 15% increase in User Charges ($1M).
    - Consumption increasing by 22% ($674K)

FY2023 Final Budget Overview Water Fund Expenses

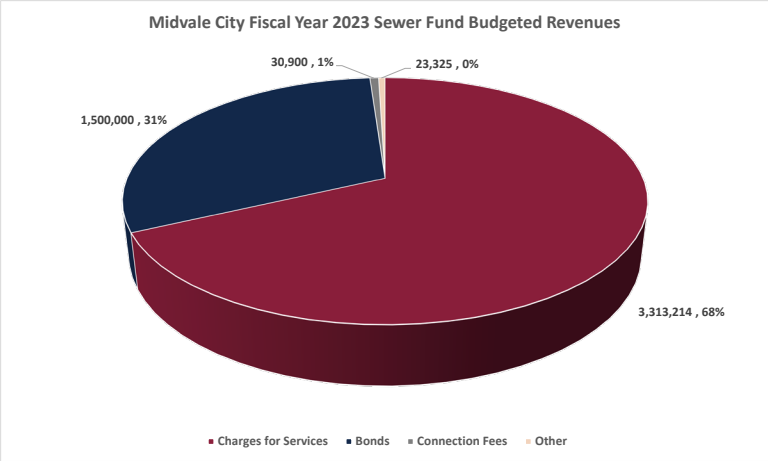
- Largest expense changes:
    - **Employee merit, market & COLA increases** – $70K
    - **Wholesale water contract increase** - $120K
    - **Inflationary operating increases** - $35K
    - **Water Master Plan projects**- $5.3M
    - **Bond issuance costs**- $106K



FY2023 Final Budget Overview Sewer Fund

- Budget prepared per the five-year Comprehensive Financial Sustainability Plan (CFSP) completed last fiscal year with adjustments for FY2021 and FY2022 actuals.
- Budget prepared assuming the sewer fund will bond this fiscal year to cover capital expenditures.
- Changes since Tentative - $7K Increase in Postage

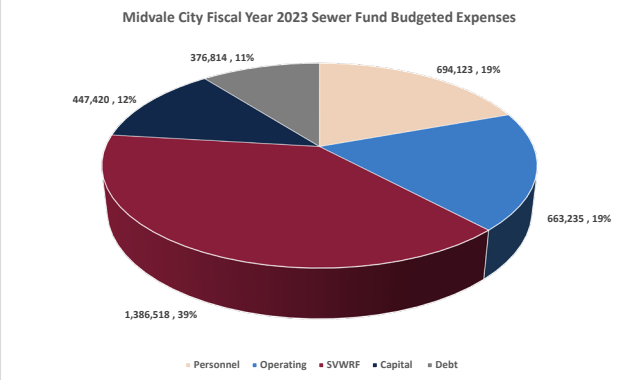
FY2023 Final Budget Overview Sewer Fund Revenues



- 39% increase in budgeted revenues ($1.3M)
- 10% increase in User Charges ($306K).

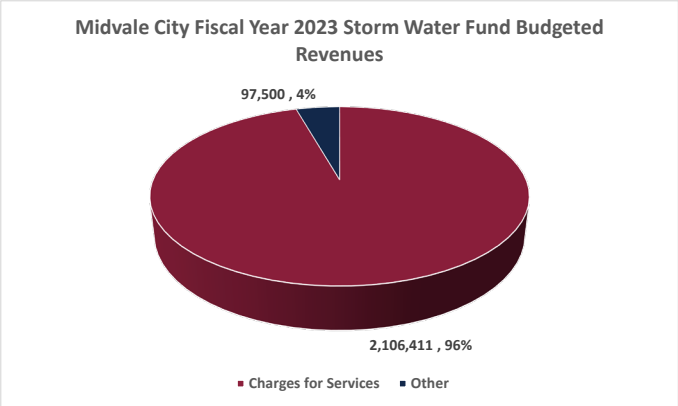
FY2023 Final Budget Overview Sewer Fund Expenses

- Largest expense changes:
  - Employee merit, market & COLA increases – $55K
  - SVWRF Operating and Capital Increases - $117K
  - Inflationary operating increases - $9K
  - Trash Pump & TV Transporter - $124K
  - Bond issuance costs- $30K



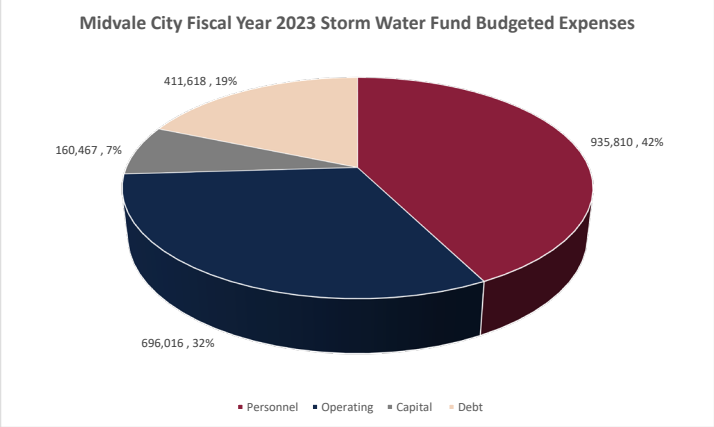
FY2023 Final Budget Overview Storm Water Fund Revenues

- **Water master plan and rate study funded in fiscal year 2021 – waiting on GIS Data; will likely begin in FY23**
- **No recommended rate increases while the master plan is pending**
- **3% Increase to charges for services ($59K)**

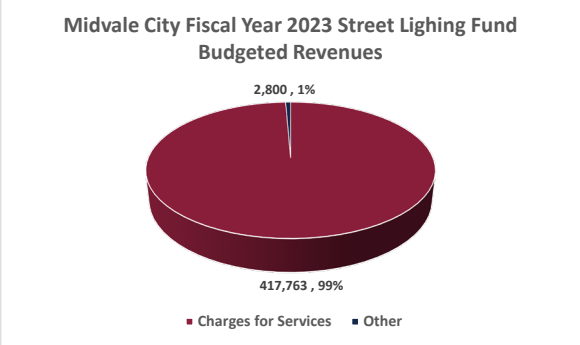


FY2023 Final Budget Overview Storm Water Fund Expenses

- Largest expense changes:
  - Employee merit, market & COLA increases – $76K
  - Education/Certification Increase- $2K
  - Inflationary operating increases - $2K
  - Fleet Charges - $35K



FY2023 Final Budget Overview Street Lighting Fund



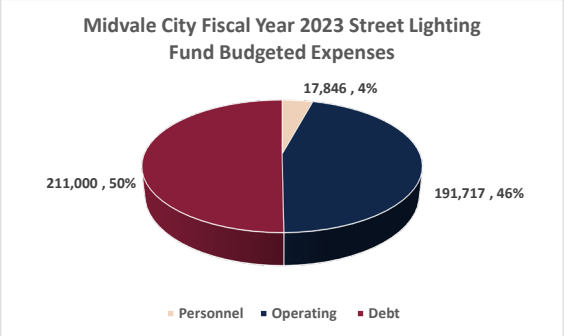
Largest Expense Changes :

- Employee merit & COLA increases – $1K
- Increase for streetlight repair - $10K

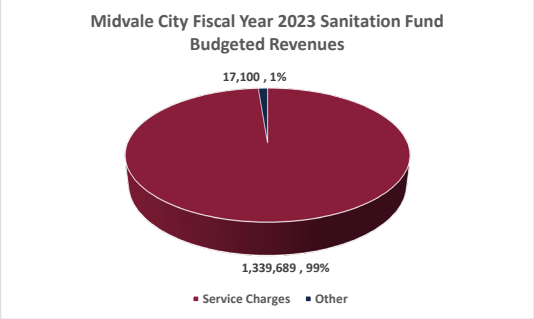
Revenues:

- No rate increases recommended.

- 3% Increase in charges for services - $12K



FY2023 Final Budget Overview Sanitation Fund

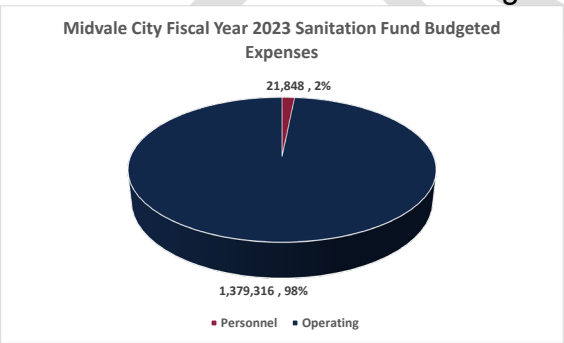


Largest Expense Changes :

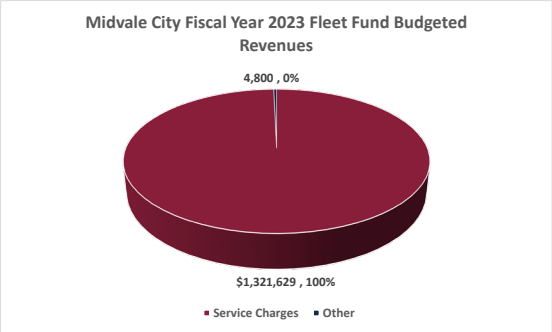
- Employee merit & COLA increases – $1K
- 7.1% Increase in Ace Contract - $59K
- Glass Dumpster Murals & Leaf Program - $8K

Revenues:

- **3**.5% rate increase recommended – use of fund balance ($44K) still needed.
- 4.6% Increase in charges for services - $49K



FY2023 Final Budget Overview Fleet Fund

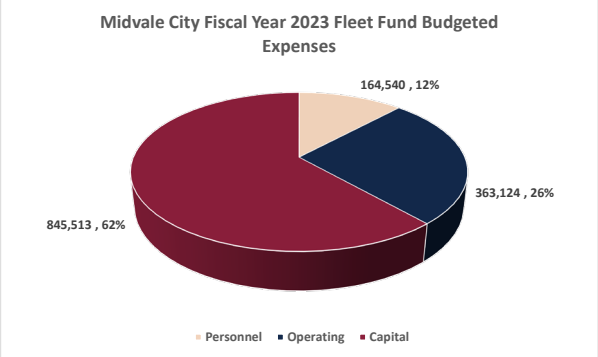


Largest Expense Changes:

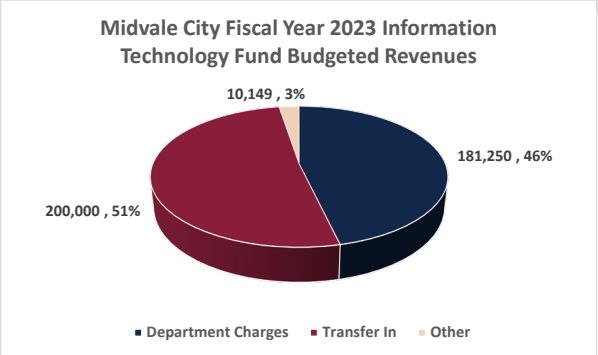
- Employee merit & COLA increases – $12K
- 4% Inflationary operating increase - $7K
- Vehicle & Equipment Purchase and Replacement - $571K
- CHANGE SINCE TENTATIVE - $22k Increase for Gasoline ($85K Total)

Revenues:

- Fleet Replacement charges as on-going.
- 4.7% decrease in overall revenue – ($65K)

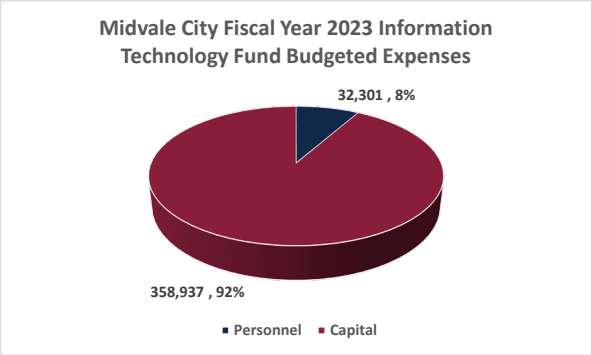


FY2023 Final Budget Overview Information Technology Fund



Revenues:

- All department charges decreased – ($29K)
- Transfer from GF for Software Initiative – ($200K)



FY2023 Fee Schedule Changes

- **Updated Building Rental**
  - Includes Half Day and Full Day Rentals for Alexander Dahl Community Room, Midvale Community Center, Bingham Junction Park Pavilion, Main Park Pavilion, City Park Amphitheater
  - 25% Discount for Residents
- **Updated Event & Film Permit Fees**
  - Special Event Permit Application - $100
  - Film Permit Application - $320
- **Traffic School** - $20
- **Water & Sewer Rates** – Increases as passed in Resolution 2021-R-31
- **Garbage Can Fee** – $10.95 (3.5% Increase)

Council Member Bryant Brown asked about the parking structure financial obligations. Nate Rockwood said in the contract, have trigger points to encourage completion.

Mayor Stevenson opened the hearing to public comment. There were no public comments.

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

The Council asked for a more in-depth presentation at the next public hearing. The Council confirmed that a truth in taxation hearing will need to be held.

VIII. CONSENT AGENDA

A. CONSIDER MINUTES OF MARCH 31 AND MAY 17, 2022

B. CONSIDER RESOLTION NO. 2022-R-27 APPROVOING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MORGAN INDUSTRIES FOR 2022-2027 MIDVALE CITY PAVEMENT PRESERVATION PROJECT

MOTION: Council Member Paul Glover MOVED to Approve the Consent Agenda. The motion was SECONDED by Council Member Quinn Sperry. Mayor

PENDING

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

The motion passed unanimously.

IX. ACTION ITEM

A. CONSIDER RESOLUTION NO. 2022-R-28 APPROVING THE OFFICIAL NAME OF MIDVALE FIRE STATION #125 AS THE JOANN B. SEGHINI FIRE STATION

Laura Magness said Construction of a new building to replace Midvale Fire Station #125, currently located at 7683 S. Holden Street, began in the Summer of 2021. The new station will be located at 655 W. Center Street and construction is anticipated to be completed in late August 2022.

Unified Fire Authority encouraged Midvale City to solicit input from the community to name the new fire station. On March 16, 2022, the city launched the "Name that Fire Station" campaign on Engage Midvale, and 20 responses were submitted. On April 19, 2022, the City Council narrowed the list of names down to four names for the community to vote on: JoAnn B. Seghini Station, Midvale Center Station, Midvale Memorial Station, and Midvale Fire House on Center. Seventy-six responses were submitted and JoAnn B. Seghini Station received the most votes
with 42.1% of the votes.

Council Member Bryant Brown said he wanted to change the way we do voting in the future. He said he received a lot of complaints about not having Midvale in the name.

Council Member Paul Glover said he received comments in favor or JoAnn B Seghini Station.

Council Member Dustin Gettel said he felt it was a great way to honor the former Mayor JoAnn B Seghini.

Council Member Bryant Brown said he was instrumental in naming the arts center and a road after JoAnn B Seghini.

MOTION: Council Member Dustin Gettel MOVED to Approve JoAnn B. Seghini Midvale Station as the official name of the Midvale Fire Station #125 provided approval of UFA for insertion of the name Midvale. The motion was SECONDED by Council Member Paul Glover. Mayor Stevenson 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**

PENDING

Council Member Heidi Robinson	**Absent**
Council Member Bryant Brown	**No**
Council Member Dustin Gettel	**Aye**

The motion passed 3 to 1 in favor.

X. DISCUSSION ITEM

A. DISCUSS 2022-2027 PAVEMENT RESTORATION PROJECT

Keith Ludwig said each year staff does as much as possible in the way of street maintenance. This work can include asphalt overlays, milling, slurry seals, crack sealing, road base and subgrade rehabilitation, on other treatments as deemed appropriate. This contract specifically deals with roadway repair, milling and asphalt overlays.

Bids were advertised for this work and three proposals were received. An evaluation committee was put together that included myself, Susan Stengel, and Tom Brown with our consultant's office. After evaluating the proposals based on the criteria outlined in the RFP, which included approach to the project, experience, demonstrated track record on similar projects and cost, Kilgore Contracting was selected.

The evaluation spreadsheet, bid abstract, and agreement were available for the Council's review. An agreement has been prepared for the City to enter into with Kilgore Contracting.

All documents related to this project have been reviewed and approved by both the legal department and the procurement officer. A resolution will be prepared authorizing the Mayor to enter into this agreement for your consideration and action for your next council meeting.

FISCAL IMPACT:
Funds for this project come from B&C Road Funds that the City receives and budgets on an annual basis**.**

The Council instructed staff to place this item on the consent agenda.

XI. ADJOURN

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

The meeting adjourned at 8:20 p.m.

PENDING

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

Approved this 21st day of June 2022

PENDING

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: June 21st, 2022

ITEM TYPE: Action
(public hearing, consent, action, discussion)

SUBJECT: 2022-2027 Pavement Restoration Project

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

SUMMARY:

Each year we do as much as we can in the way of street maintenance. This work can include asphalt overlays, milling, slurry seals, crack sealing, road base and subgrade rehabilitation, on other treatments as deemed appropriate.

This contract specifically deals with roadway repair, milling and asphalt overlays.

We advertised for bids for this work and received three proposals. An evaluation committee was put together that included myself, Susan Stengle, and Tom Brown with our consultants office. After evaluating the proposals based on the criteria outlined in the RFP, which included approach to the project, experience, demonstrated track record on similar projects and cost, Kilgore Contracting was selected.

The evaluation spreadsheet, bid abstract, and agreement have been attached for your review.

An agreement has been prepared for the City to enter into with Kilgore Contracting.

All documents related to this project have been reviewed and approved by both the legal department and the procurement officer.

A resolution, authorizing the Mayor to enter into this agreement, has been prepared for your consideration and action tonight.

PLAN COMPLIANCE: NA

FISCAL IMPACT: Funds for this project come from B&C Road Funds that the City receives and budgets on an annual basis.

STAFF'S RECOMMENDATION AND MOTION:
Staff recommends approval of this item.

I move that we approve Resolution No. 2022-R-31, authorizing the Mayor to sign an agreement with Kilgore Contracting for the 2022-2027 Pavement Restoration Project.

Attachments:

Evaluation Spread Sheet
Agreement Form
Bid abstract

RESOLUTION NO. 2022-R-31

WHEREAS, Midvale City has an interest in maintaining its street network in as good as condition as practical; and

WHEREAS, the City receives funds from taxes and other sources that are to be used for street maintenance; and

WHEREAS, the City uses these funds in a pavement management program that is carried out by independent contractors through a public bid process; and

WHEREAS, the City requested proposals for the 2022-2027 Pavement Restoration project; and

WHEREAS, the City has evaluated the bids based on the criteria noted in the bid documents, and based on that evaluation wishes to award the 2000-2027 Pavement Restoration project to Kilgore Contracting; and

WHEREAS, an agreement has been prepared between the City and Kilgore Contracting.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council adopts this resolution authorizing the Mayor to sign the agreement with Kilgore Contracting for the construction of the 2022-2027 Pavement Restoration project.

APPROVED AND ADOPTED this _____ day of _____, 2022.

_____
Marcus Stevenson, Mayor

ATTEST:

_____
Rori L. Andreason,
City Recorder

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

DOCUMENT 00500

AGREEMENT FORM

THIS AGREEMENT dated as of the_____day of_____,2022, is by and between Midvale City (hereinafter called OWNER), and_____(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The construction of the **"2022-2027 Midvale City Pavement Restoration"** in Midvale City, Salt Lake County, Utah.

OWNER will submit individual Task Orders to CONTRACTOR as reviewed and approved by ENGINEER. Each Task Order identifies a portion of the Work to be performed by CONTRACTOR, the Drawings and Documents necessary to perform said Work, and the dates by which said Work is to be substantially completed and also completed and ready for final payment. Each Task Order is subject to the terms of this Agreement and Contract Documents.

Article 2. ENGINEER

The Project has been designed by:

Galloway & Company, Inc.
2015 W. Grove Parkway, Suite H
Pleasant Grove UT 84062
Email address: rodmills@gallowayus.com

who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1. The Work must be completed prior to the expiration of this Agreement unless otherwise terminated under this Agreement.

3.2. Unless otherwise stated in the Task Order, each Task Order must be substantially completed on or before September 30 of the year assigned and must be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before October 31 of the year assigned. (If weather shutdown is agreed upon, revised dates will be established). However, once any portion of the Work is started at the Site under the Task Order, said portion of the Work must be substantially completed within 30 days and must be completed and ready for payment within 45 days.

3.2 Liquidated damages for each Task Order will be assessed at $500 per day from the substantial completion date of said Task Order.

3.3 The contract will end December 31, 2027.

Article 4. CONTRACT PRICE

4.1. OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents and the Bid Schedule included herewith.

(See attached Proposal Form)

4.2. For each Task Order, OWNER will pay CONTRACTOR according to Document 00300 Section 4.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. PROGRESS PAYMENTS: OWNER shall make progress payments on account of the Task Order Price on the basis of CONTRACTOR'S Application for Payment on or about the 10th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 14.02 of the General Conditions or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion of a Task Order, progress payments for the Task Order will be in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as OWNER shall determine, in accordance with the General Conditions.

90% (Ninety Percent) of Work under the Task Order completed

5.1.2. Upon Substantial Completion of a Task Order, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Task Order Price, less such amounts as Engineer shall determine, or OWNER may withhold, in accordance with the General Conditions.

5.2. FINAL PAYMENT: Upon final completion and acceptance of a Task Order in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Task Order Price as recommended by ENGINEER as provided in said paragraph 14.07.

Article 6. NOT USED

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.2. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7.3. For each Task Order, CONTRACTOR makes the representations found in Sections 7.1 and 7.2 prior to accepting the Task Order.

Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the work consist of the following:

8.1. This Agreement (Section 500 pages 1 to 4, inclusive).

8.2. Exhibits to this Agreement.

8.3. Notice of Award (Section 420).

8.4. General Conditions (Section 700)

8.5. Supplementary Conditions (Section 800)

8.6. Specifications bearing the title TECHNICAL SPECIFICATIONS and consisting of the divisions as listed in table of contents thereof.

8.7. Drawings, consisting of sheets listed in the Index of Drawings.

8.8. Addenda numbers_____to_____inclusive.

8.9. CONTRACTOR'S Proposal

8.10. Documentation submitted by CONTRACTOR prior to Notice of Award.

8.11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the General Conditions; Task Orders and their related Documents and Drawings.

8.12. The documents listed in paragraphs 8.2 et seq. above are attached to the Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in the Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.05 of the General Conditions.

Article 9. MISCELLANEOUS

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all

covenants, agreements and obligations contained in the Contract Documents.

Article 10. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and Engineer. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by Engineer on their behalf.

This Agreement will be effective on_____ 20_____.

OWNER: **Midvale City**

_____

By _____

[CORPORATE SEAL]

Attest _____

Address for giving notices:

7505 Holden St

Midvale, Utah 84047

(If OWNER is a public body, attach authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR _____

_____

By _____

[CORPORATE SEAL]

Attest_____

Address for giving notices:

_____

_____

License No. _____

Agency for service process:

_____

(If CONTRACTOR is not a corporation, attach evidence of authority to sign.)

MIDVALE CITY COUNCIL
SUMMARY REPORT

June 21, 2022

ITEM B: Consider Development Agreement (Resolution 2022-R-33) for the project located at 160 E 7200 S to allow for a proposed 18-unit townhome project.

BACKGROUND:

The applicant requests a rezone to the MU/7200 S Overlay (Mixed Use/7200 S Overlay) for a property located at 160 E 7200 S to allow for a proposed 18-unit townhome project. A Development Agreement has been prepared, reviewed, and approved by all involved and is now ready for City Council consideration. The Agreement includes the following:

- The agreement will run with the property and will be binding on any successors/assigns of the current Developer in the future.
- Requires the Developer to construct the project in accordance with the administrative conditional use approval from the City for the Site Plan.
- Stipulates that parking be provided for the use of residents and guests at no additional cost beyond the base lease of a unit.
- Vests the property owner for the use and density indicated on the approved development plan for 5 years.

If the City Council concurs with the attached Development Agreement, Staff has prepared a resolution that authorizes the mayor to sign on behalf of the City.

POTENTIAL MOTION:

"I move that we adopt Resolution 2022-R-33, authorizing the mayor to sign the Development Agreement for the project located at 160 E 7200 S."

ALTERNATIVE MOTIONS:

The following is a list of possible motions the City Council can make. If the action taken is inconsistent with the potential findings in this summary report, the City Council should state new findings.

1. Approve with Conditions. This action can be taken if the City Council finds that issues can be resolved subject to the conditions noted.
2. Continue to a Date Certain. This action can be taken if the City Council needs additional information before making a recommendation, if there are issues that have not been resolved, or if the application is not complete.

3. Deny. This action can be taken if the City Council finds that the proposal does not meet applicable codes and/or ordinances.

ATTACHMENTS:

- Vicinity Map
- Proposed Resolution 2022-R-33
- Development Agreement

RESOLUTION 2022-R-33

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT BETWEEN MIDVALE CITY CORPORATION AND NAVIGATE CM & DEVELOPMENT FOR THE GATSBY TOWNHOME PROJECT LOCATED AT 160 E 7200 S

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

WHEREAS, the City adopted a Mixed Use zone ("Mixed Use Zone") to provide a zone that allows a mix of specific land uses that are typically found separately in “mutually exclusive” zoning districts; and

WHEREAS, the City adopted a 7200 South Overlay zone ("Overlay Zone") to supplement the Mixed Use Zone and to provide additional standards for the development of land parcels in approving or disapproving a proposed development; and

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

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

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

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

Section 1. The Midvale City Council has reviewed the attached Development Agreement between Midvale City Corporation and Navigate CM & Development ("Developer").

Section 2. The Midvale City Council, through its understanding of the goals of the Midvale City General Plan, the Mixed Use and 7200 S Overlay Zone land use regulations and the proposed Gatsby Townhome Project, believes it is in the best interest of the Developer and the City to enter into such Development Agreement.

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

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

_____
Marcus Stevenson, Mayor

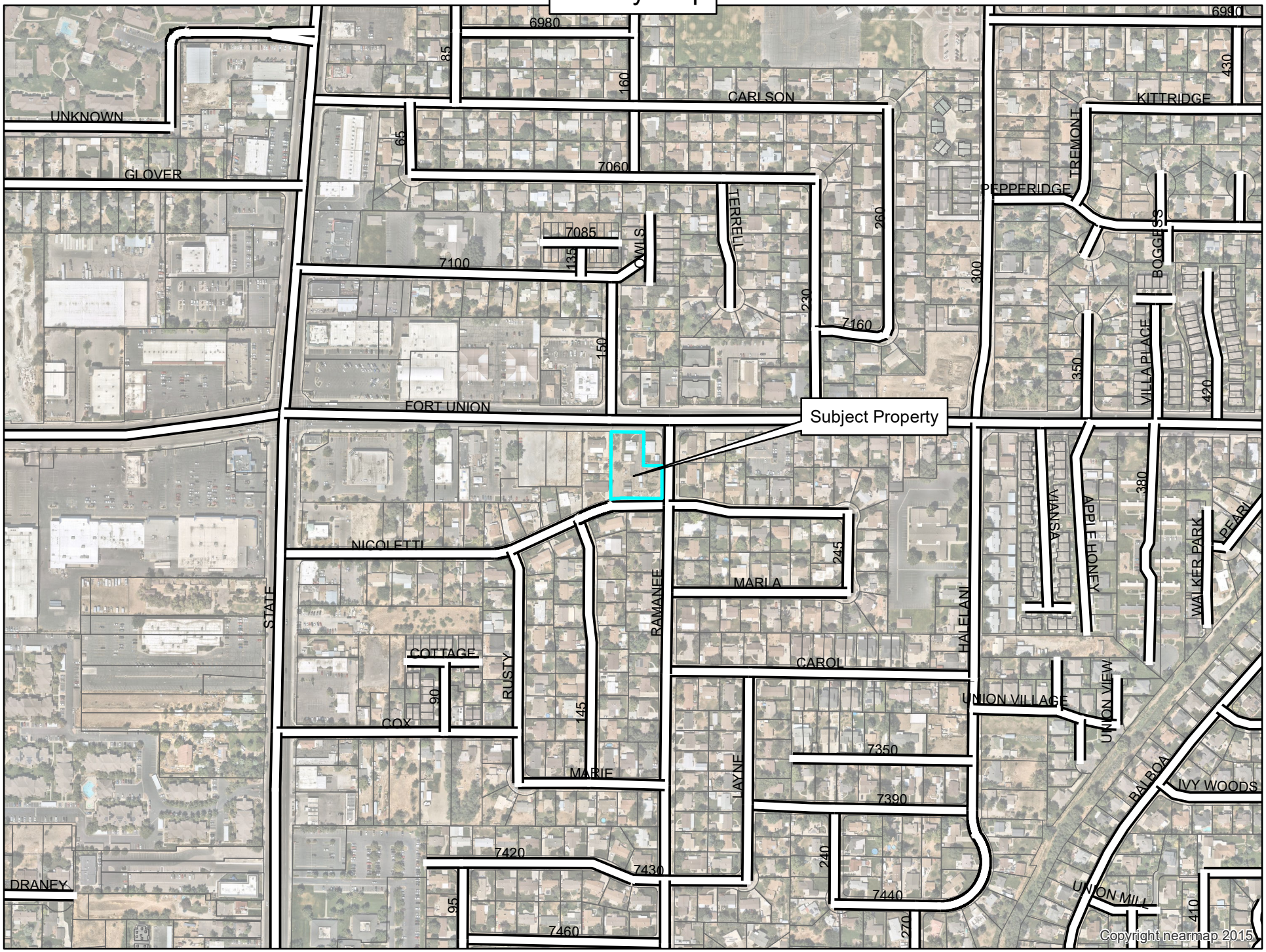
ATTEST:

_____
Rori Andreason, MMC
City Recorder

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

Date of first publication: _____

Vicinity Map



RESOLUTION 2022-R-33

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT BETWEEN MIDVALE CITY CORPORATION AND NAVIGATE CM & DEVELOPMENT FOR THE GATSBY TOWNHOME PROJECT LOCATED AT 160 E 7200 S

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

WHEREAS, the City adopted a Mixed Use zone ("Mixed Use Zone") to provide a zone that allows a mix of specific land uses that are typically found separately in “mutually exclusive” zoning districts; and

WHEREAS, the City adopted a 7200 South Overlay zone ("Overlay Zone") to supplement the Mixed Use Zone and to provide additional standards for the development of land parcels in approving or disapproving a proposed development; and

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

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

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

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

Section 1. The Midvale City Council has reviewed the attached Development Agreement between Midvale City Corporation and Navigate CM & Development ("Developer").

Section 2. The Midvale City Council, through its understanding of the goals of the Midvale City General Plan, the Mixed Use and 7200 S Overlay Zone land use regulations and the proposed Gatsby Townhome Project, believes it is in the best interest of the Developer and the City to enter into such Development Agreement.

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

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

_____
Marcus Stevenson, Mayor

ATTEST:

_____
Rori Andreason, MMC
City Recorder

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

Date of first publication: _____

When recorded, return to:

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

DEVELOPMENT AGREEMENT
(THE GATSBY TOWNHOMES PROJECT)
Midvale City, Utah

THIS DEVELOPMENT AGREEMENT (this "Development Agreement" or "Agreement") is entered into as of this ___ day of _____, 2022 by and between Navigate CM & Development, a Utah limited lability company (collectively "Developer"), and Midvale City, a Utah municipal corporation ("Midvale City" or "City"). Developer and City are sometimes referred to herein individually, as a "Party," and collectively, as the "Parties."

A. Property. Developer is the owner of certain real property within Midvale City (as more particularly defined in **Exhibit A**, the "Property").

B. The Gatsby Townhome Project. Developer intends to construct on the Property a residential development project (as more particularly defined below, the "The Gatsby Townhome Project" or "Project").

C. Zoning. The Property is zoned, pursuant to the City's Zoning Ordinance, as Mixed-Use Zone with the 7200 South Overlay (hereinafter referred to as "MU Zone"). This zone, described in Chapter 17-7-5 of the Midvale City Municipal Code, and this overlay, described in Chapter 17-7-6 of the Midvale City Municipal Code, establish the procedural and substantive requirements for approval by the City for development on the Property.

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

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

Article 1
The Gatsby Townhome Project

1.1 Legal Description of Property. The Property that is the subject of this Agreement consists of approximately 0.83 acres of land located on 160 East and 7200 South and more particularly described on **Exhibit A**.

1.2 Description of Project. The Gatsby Townhome Project covered by this Development Agreement consists of an approximately 0.83 acre residential development of 18 dwelling units constructed as a combination of attached fourplex and duplex residential townhomes, private streets, common areas, and other improvements as shown on **Exhibit B**.

1.3 Development of the Project.

1.3.1 Site Plan Approval. The Site Plan provides specificity as to building, parking, and landscape configurations and other development details. Developer received a preliminary administrative conditional use approval from the City for the Site Plan on [date]. The Site Plan's final approval is contingent on the City Council's approval of a rezone of the Property to the MU Zone, the City Council's approval of this Agreement, and the results of a written public comment period in accordance with Midvale City Municipal Code 17-3-4. The Site Plan has been attached as **Exhibit B**. The Site Plan must comply with all land use regulations of the MU Zone and all other applicable City ordinances. Development approval for the Project must follow the applicable review processes set forth in the MU Zone and Chapters 17-5 and 17-6 of the Midvale City Municipal Code.

1.3.2 Public Improvements. Developer is responsible for financing and constructing all public improvements necessary to service the Project. Public improvements must be installed prior the issuance of any certificate of occupancy.

1.3.3 Completion of Common Area Recreation Amenities. Developer must improve the overall site as functional outdoor and/or indoor recreation amenity areas for residents of the development (together, the "Common Area Amenities"), which are depicted on **Exhibit B**.

1.3.3.1 Developer further agrees to complete the required Common Area Amenities in accordance with the approved Site Plan for the Project.

1.3.3.2 Common Area Amenities shall be in place or bonded for prior to issuance of the first certificate of occupancy for the Project. Only if seasonal conditions make installation of part or all of the Common Area Amenities unfeasible, Developer may defer installation of the affected Common Area Amenity by posting one or more Common Area Amenity bonds consistent with the City's bonding policies and Utah law. These bonds must provide the financial security for the uninstalled Common Area Amenities including, but not limited to, materials, labor, and other improvements. If a bond is provided, all uninstalled Common Area Amenities must be installed within six months or by the following May 31st, whichever comes later.

Bonds will be released in accordance with Utah Code Annotated § 10-9a-604.5(2)(c)(iii).

1.3.4 Landscaping. Developer must provide at least 10% of the overall site as open space, which is depicted in **Exhibit B**.

1.3.4.1 Developer further agrees to complete the required landscape improvements in accordance with the approved Site Plan for the Project.

1.3.4.2 All common area landscaping for the Project must be in place or bonded for prior to issuance of the first certificate of occupancy for the Project. Landscaping associated with a specific lot must be installed or bonded for prior to issuance of a certificate of occupancy for that lot. Only if seasonal conditions make installation of part or all of the common area or a specific lot landscaping unfeasible, Developer may defer installation of the affected common area or specific lot landscaping by posting one or more landscape bonds consistent with the City's bonding policies and Utah law. These bonds must provide the financial security for the uninstalled landscape improvements including, but not limited to, fencing, pedestrian hardscapes, plant materials, irrigation components, labor, and other landscape improvements. If a bond is provided, all uninstalled landscaping must be installed within six months or by the following May 31st, whichever comes later. Bonds will be released in accordance with Utah Code Annotated § 10-9a-604.5(2)(c)(iii).

1.3.5 Thematic Elements. Developer agrees to implement a common theme and consistency with certain elements within the Project. These thematic elements have been established in the Site Plan.

1.3.6 Future Subdivision Required. Prior to selling any residential lot or dwelling unit in the Project, Developer shall further subdivide the Property into individual lots or units and common area. Subdivision plats shall be reviewed pursuant to Title 16 of the Midvale City Municipal Code.

1.3.7 Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") and Homeowners' Sub-Association. The Project shall have a common homeowners' association which, among other things, shall be responsible for the short- and long-term maintenance of private parking lots, common areas and facilities, common area landscaping, and other common area responsibilities. These maintenance obligations shall

be more particularly set forth in the association's CC&Rs for the Project and shall be recorded with the first subdivision plat. Subsequent phases and subdivisions plats for the Project shall be subject to these CC&Rs and the property owners shall become part of the existing homeowners' sub-association. Appropriate documentation shall be recorded with each subsequent subdivision plat to ensure all phases and subdivision plats are subject to the same CC&Rs and part of a common homeowners' association

1.3.8 Security for Off- and On-Site Public Improvements. Developer agrees to complete all required off-site and on-site public improvements related to the Project in accordance with the Site Plan. Developer must post one or more applicable infrastructure bonds consistent with the City's infrastructure bonding policies and Utah law. These bonds must provide the financial security for the public improvements including, but not limited to, water connections and main lines, curb and gutter, public sidewalk and street improvements, surface drainage, street trees, street lighting, and other public improvements. Applicable infrastructure bonds pertaining to public improvements must be in place prior to any construction of the Project or a subdivision plat for residential units being recorded for the Project.

1.3.9 Parking. The minimum required on-site parking must be provided for the use of the owner or tenant of a dwelling unit and their guests at no additional cost beyond the base sale or lease price of the dwelling unit.

1.3.10 Access. Occupants, guests, and visitors shall access the project from the access points on 7200 South and Ramanee Dr. as illustrated on **Exhibit B**. Access from Nicoletti Dr. is limited to fire access only and will not be open to occupants, guests, and visitors.

1.4 Vested Rights. The City acknowledges and agrees that Developer has a vested right to develop and construct the Gatsby Townhome Project described herein in accordance with the provisions of the Zoning Ordinance in effect on the date hereof and this Agreement; provided that Developer acknowledges and agrees that the construction and operation of the Gatsby Townhome Project is subject to all Applicable Laws as defined in Section 2.4.

1.5 Reserved Legislative Powers and Zoning Authority of the City. Notwithstanding the provisions of Section 1.4, Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all of its police power that cannot, as a matter of law, be limited by contract. The City further agrees that, notwithstanding the retained power of the City to enact legislation under its police powers, such legislation may only be applied to modify the vested rights of Developer under the terms of this Agreement if such legislation is based upon policies, facts, and circumstances that are sufficient to satisfy the compelling countervailing public interest exception to the vested rights doctrine of the State of Utah. The City further agrees that any such proposed legislative changes that may affect the vested rights of the Project must be of general application to all development activity within the City. The City further agrees that, unless in good faith the City declares an emergency, Developer is entitled to prior written notice and an opportunity to be heard with respect to any proposed legislative change that may modify vested

rights under this Agreement under the compelling, countervailing public interest exception to the vested rights doctrine.

Article 2
General Terms and Conditions

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

2.2 Construction Parking. During construction, the Developer must inform its employees, contractors, and subcontractors that they are restricted from parking on public streets during the first 80% of the construction of the Project. In the event that its employees, contractors, or subcontractors park on a public street, the City may require the Developer to correct the issue within a reasonable amount of time. During the last 20% of the construction of the Project, the Developer's employees, contractors, and subcontractors may park on public streets in accordance with applicable law.

2.3 Construction of Agreement. This Development Agreement must be constructed and interpreted to ensure that the Developer complies with the requirements and conditions of the Applicable Laws.

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

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

2.6 Release of Developer. In the event of a transfer of the Property, Developer must obtain an assumption by the transferee of the obligations under this Development Agreement and,

in such an event, the transferee will be fully substituted as Developer under this Development Agreement. Following recording of such assumption of obligations, the Developer executing this Development Agreement is released from any further obligations with respect to this Development Agreement.

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

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

Midvale City:

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

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

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

Developer:

Navigate CM & Development LLC

LEGAL COUNSEL
ATTN:
_____
_____

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

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

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

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

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

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

2.14 Obligations and Rights of Mortgage Lenders. Developer may finance the Property and may execute one or more mortgages, deeds of trust, or other security arrangements with respect to the Property and may assign this Development Agreement to a holder of any such financial instrument without prior written notice to or consent of the City. The holder of any mortgage, deed of trust, or other security arrangement with respect to the Property, or any portion thereof, may not be obligated under this Development Agreement by virtue of such assignment to construct or complete improvements or to guarantee such construction or completion, but is otherwise bound

by all of the terms and conditions of this Development Agreement which pertain to the Property or such portion thereof in which it holds an interest. Any such holder who comes into possession of the Property, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, takes the Property, or such portion thereof, subject to all requirements and obligations of this Development Agreement and any pro rata claims for payments or charges against the Property, or such portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder comes into possession. Nothing in this Development Agreement may be deemed or construed to permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Development Agreement, and, as would be the case in any assignment, the purchaser of the Property from the holder is subject to all of the terms and conditions of this Development Agreement, including the obligation to complete all required amenities and improvements. Additionally, nothing herein may be so construed as to prohibit a mortgage or deed of trust holder from providing security for the standard installation of development improvements pursuant to the Applicable Laws.

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

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

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

2.18 Costs and Expenses; Attorneys' Fees. Except as otherwise specifically provided herein, each Party must bear its own costs and expenses (including legal and consulting fees) in connection with this Development Agreement and the negotiation of all agreements and

preparation of documents contemplated by this Development Agreement. In the event of a breach or dispute arising under this Development Agreement, the non-breaching Party or the Party prevailing in such dispute may be entitled to recover from the breaching or non-prevailing Party its costs, including, without limitation, court costs, reasonable attorneys' fees, expert witness fees, fax, copy, telephone, and other incidental charges.

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

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

[signature pages follow]

CITY:

MIDVALE CITY CORPORATION

By: _____
Marcus Stevenson, Mayor

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

APPROVED AS TO FORM:

_____
Lisa A. Garner
City Attorney

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the ___ day of _____, 2022, personally appeared before meMarcus Stevenson, who being by me duly sworn did say he is the Mayor of Midvale City Corporation, and that the within and foregoing instrument was signed on behalf of such Corporation.

_____
Notary Public
Residing at:_____

My Commission Expires:

_____

DEVELOPER:

Navigate CM & Development LLC
a Utah limited liability company

By: _____
Its: _____

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the ___ day of _____, 2022, personally appeared before me _____, who being by me duly sworn did say he/she is the _____ of Navigate CM & Development LLC, a Utah limited liability company, and that he/she had signed the within and foregoing instrument on behalf of such corporation.

_____
Notary Public
Residing at:_____

My Commission Expires:

_____

NOTARY SIGNATURE AND SEAL

EXHIBIT A

Legal Description of the Property

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

Beginning 84 rods north and 1443.85 feet east from the west quarter corner of section 30, township 2 south, range 1 east, Salt Lake base and meridian, running thence west 100 feet; thence south 285.22 feet; thence east 174 feet, thence north 50 feet; thence west 64 feet; thence north 135.22 feet to the point of beginning. Less and except therefrom all that portion conveyed to Salt Lake County by that certain warranty deed, recorded October 16, 1997 as entry No. 6764762 in book 7782 at page 2504 of official records, more particularly described as follows: said parcel of land situated in the northwest quarter of section 30, township 2 south, range 1 east, Salt Lake base and meridian, described as follows: beginning at a point which is 84 rods (by deed but 1386.00 feet by measurement) north and 1442.85 feet east from the southwest corner of the northwest quarter of section 30, township 2 south, range 1 east, Salt Lake based and meridian, and running thence north 18.98 feet to the point of beginning. Also less and except therefrom all that portion lying south of the north line of 7250 South street AKA Nicoletti Drive located within that certain official plat of Ramanee subdivision No. 2, recorded July 22, 1970 as entry no. 234270 in book HH of plats at page 94 of official records.

EXHIBIT B

Site Plan

[attachment follows]

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: June 21, 2022

ITEM TYPE: Action

SUBJECT: Setting a Proposed Property Tax Rate for Fiscal Year 2023

SUBMITTED BY: Mariah Hill, Administrative Services Director

SUMMARY:
Part of the yearly budget approval process requires either proposing or adopting a Certified Tax Rate calculated by the Salt Lake County Auditor. The Certified Tax Rate is the tax rate used against the assessed values of properties located in Midvale. The initial Certified Tax Rate is calculated by taking the tax revenue received in the prior year, plus new growth. This is then divided by the City's assessed value (with a few adjustments) to arrive at the Certified Tax Rate. If the City chooses to accept this rate, it must be adopted by June 22nd of each year. If the City desires to receive more revenue than initially calculated by the County Auditor, the City will need to go through a process called Truth in Taxation. This process involves multiple public notices and a public hearing before the final tax rate is adopted.

Staff proposes increasing the revenue generated by the Certified Tax Rate by $225,294. This is the amount of additional revenue needed to help fund the FY23 Unified Police Department Member Assessment increase of approximately $1.2 million, provide appropriate COLA and merit increases to our staff, and continue to provide the same level of service during a time of high inflation.

The average resident will see a tax increase of approximately $14.50 per year if the City Council approves this rate increase. The final rate cannot be adopted until after the Truth in Taxation hearing, which will occur in August. The attached resolution only proposes a tax rate; it allows the City to begin the Truth in Taxation process.

Additional information about the proposed fiscal year 2022 property tax revenue is below:

Prior Year Tax Revenue	2,652,109
New Growth	65,733
Revenue from Proposed Tax Increase	265,076
	2,917,185

PLAN COMPLIANCE: N/A

FISCAL IMPACT:
Proposing the increased tax rate will generate $2,917,185 in Property Tax revenue. This has already been included in the fiscal year 2023 budget. If the City Council chooses to not accept the proposed tax increase and adopt the initial rate calculated by the Salt Lake County Auditor, property tax revenue will only increase by the new growth to $2,718,621.

STAFF'S RECOMMENDATION AND MOTION:
Staff recommends approval of Resolution 2022-R-28.

I move that we adopt Resolution 2022-R-28, proposing a tax rate of 0.000870 for calendar year 2022.

Attachments:
Resolution 2022-R-28.

MIDVALE CITY, UTAH
RESOLUTION NO. 2022-R-28

A RESOLUTION ADOPTING A PROPOSED TAX RATE ON ALL REAL AND PERSONAL PROPERTY IN MIDVALE CITY FOR CALENDAR YEAR 2022

WHEREAS, on May 3, 2022 the City Council of Midvale City received the tentative budget for each fund of the City, as provided in Utah Code Section 10-6-111; and

WHEREAS, on May 3, 2022, the City adopted by Resolution 2022-R-19, the tentative budget for the coming fiscal year, for purposes of further review, and set public hearing for June 7, 2022; and

WHEREAS, at least seven days notice of said public hearing was published in a newspaper of general circulation within Midvale City in compliance with Utah Code Section 10-6-113; and

WHEREAS, each tentative budget and all supporting schedules and data have been held as a public record in the office of the City Recorder and City Administrative Services Director, as well as available on www.midvalecity.org, available for public inspection for a period of at least 10 days prior to the date of this resolution; and

WHEREAS, on June 7, 2022, a public hearing was held on adoption of said budget, at which time all interested persons in attendance were given the opportunity to be heard, for or against, the estimates of revenue and expenditures of any item in the tentative budget of any fund; and

WHEREAS, Section 10-6-133(1) in Utah Code Annotated 1953, requires that, at a regularly scheduled meeting, the City Council set a proposed or adopted property tax rate before the 22nd day of June of each year.

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

Section 1. For purposes of defraying the necessary and proper expenses for Midvale City, for maintaining the government thereof, it is hereby determined that the rate of the general Midvale City property tax upon all real and personal property within Midvale City is made taxable by law in the year 2022 for the fiscal year ending June 30, 2023, is hereby proposed to be set at 0.000870.

Section 2. Midvale City, by and through the City Council of Midvale City, hereby expressly reserves the power and right to amend the foregoing tax rate as it may deem just, proper, and appropriate under law.

Section 3. At the request of Midvale City, Salt Lake County, in accordance with Utah Code Section 59-2-919, will set a Truth in Taxation public hearing in August 2022 at Midvale City Hall. The Truth in Taxation hearing date cannot be set until after June 22, 2022, through the Salt Lake County Auditor's Office.

Section 4. In accordance with Utah Code Section 59-2-923, Midvale City, until such a time that the final annual budget and tax rate is adopted, will continue to expend money on the basis of the tentative budget adopted by the City Council through Resolution 2022-R-19 on May 3, 2022. Adjustments of the tentative budget, as presented by staff to the City Council, are specifically incorporated and made a part thereof.

Section 5. The tax rate and levy hereinabove determined and levied shall be certified by the Administrative Services Director to the Auditor of Salt Lake County, State of Utah, not later than the 22nd day of June, 2022, or in the case of a property tax increase, before September 1 of that year pursuant to the provisions of Section 10-6-118, Utah Code Annotated, as amended.

Section 6. This resolution shall take effect immediately upon passage.

Adopted by the City Council of Midvale City, State of Utah, this 21st day of June, 2022.

_____
Marcus Stevenson, Mayor

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

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

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: June 21, 2022

ITEM TYPE: Action Item

SUBJECT: Approval of Resolution No. 2022-R-29 Adopting the FY2023 Midvale City Fee Schedule.

SUBMITTED BY: Mariah Hill, Administrative Services Director

SUMMARY: As a part of the budget process, staff reviews the municipal fee schedule to ensure the City is collecting the appropriate amount for services provided and that they accurately reflect actual costs to the City. The FY2023 Fee Schedule will be posted on the Midvale City website upon approval.

PLAN COMPLIANCE: N/A

FISCAL IMPACT: The proposed fees reflect the actual cost of providing specific services to Midvale City residents, businesses, and other patrons. Fees charged are sufficient to provide revenue necessary to operate the City's Enterprise Funds and recover certain costs incurred by the General Fund for Fiscal Year 2023.

STAFF'S RECOMMENDATION AND MOTION:
Staff recommends approving the following motion:
I move we approved Resolution 2022-R-29, adopting the Midvale City Fiscal Year 2023 Fee Schedule.

ATTACHMENTS:
Resolution 2022-R-29 and Midvale City Fiscal Year 2023 Fee Schedule

MIDVALE CITY, UTAH
RESOLUTION NO. 2022-R-29

A RESOLUTION ADOPTING THE MIDVALE CITY MUNICIPAL FEE SCHEDULE FOR THE 2023 FISCAL YEAR

WHEREAS, the Midvale City Council desires to be proactive in providing information for the public that is easily accessible; and

WHEREAS, all fees charged for services have been clearly identified in one fee schedule to be adopted annually and placed on the City's website; and

WHEREAS, the fees listed in the Midvale City Municipal Fee Schedule for FY 2023 reflect actual costs to the City for said services; and

WHEREAS, the City Council desires to bring said fees into perspective with current costs considerations and provide better service and access for the public,

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

Section 1. The City Council hereby desires to adopt the Midvale City Municipal Fee Schedule for FY 2023 as indicated by Exhibit "A."

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

Adopted by the City Council of Midvale, State of Utah, this 21st day of June, 2022.

_____
Marcus Stevenson, Mayor

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

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

Exhibit "A"
Midvale City
Fiscal Year 2023 Fee Schedule

MIDVALE CITY
FISCAL YEAR 2023 FEE SCHEDULE

DESCRIPTION	AMOUNT
Administrative Fees	
Return Check (NSF, etc.)	$30
Animal Control Fees: Refer to the latest fee schedule adopted by Salt Lake County Animal Services	
Building Permit Fees	
From $0 to $100,000 Valuation	$48 + $9.30 per $1,000 (or fraction thereof) in valuation
From $100,001 to $125,000 Valuation	$978 for First $100,000 + $14 per Additional $1,000 (or fraction thereof)
From 125,001 to $150,000 Valuation	$1,328 for First $125,000 + $10.10 per Additional $1,000 (or fraction thereof)
From $150,001 to $200,000 Valuation	$1,580 for First $150,000 + $7 per Additional $1,000 (or fraction thereof)
From $200,001 to $600,000 Valuation	$1,930 for First $200,000 + $5.60 per Additional $1,000 (or fraction thereof)
From $600,001 to $1,100,000 Valuation	$4,170 for First $600,000 + $4.75 per Additional $1,000 (or fraction thereof)
Over $1,100,001 Valuation	$6,545 for First $1,100,000 + $3.65 per Additional $1,000 (or fraction thereof)
Plan Check Fee	65% of Building Fee
Electrical Fee	5% of Building Fee
Mechanical Fee	5% of Building Fee
Plumbing Fee	5% of Building Fee
Surcharge	1% of the sum of Building, Electrical, Mechanical, and Plumbing Fees
Pre-Plan Check Fees (credited towards building permit fee; non-refundable after commencement of plan review	
Less than $100,000 valuation	$0
$100,000 - $300,000 valuation	$200
$300,000 - $500,000 valuation	$1,000
$500,000 - $1,000,000 valuation	$2,000
$1,000,000 - $10,000,000 valuation	$5,000
Greater than $10M valuation	$10,000
Over the Counter Permit Fees	
Furnace	$35 mechanical fee + 0.35 surcharge
A/C	$35 mechanical fee + 0.35 surcharge
Furnace and A/C	$48 mechanical fee + 0.48 surcharge
Water Heater	$25 plumbing fee + 0.28 surcharge
Service Charge	$47 electrical fee + 0.47 surcharge
Demo	$47 building permit fee
Window	$47 building permit fee
Building Rental & Event Fees	
Alexander Dahl Community Room	*$200 security deposit*
Half Day - Monday-Thursday 8:00AM-4:30PM	$53 Resident; $70 Non-Resident
Full Day - Monday-Thursday 8:00AM-4:30PM	$83 Resident; $110 Non-Resident
Half Day - After Hours	$210 Resident; $280 Non-Resident
Full Day - After Hours	$398 Resident; $530 Non-Resident
ADDITIONAL FEES MAY APPLY	See Use Agreement
Midvale Community Center	*$200 security deposit*
Half-Day Rental Fee	$225 Resident; $300 Non-Resident
Full-Day Rental Fee	$435 Resident; $580 Non-Resident
ADDITIONAL FEES MAY APPLY	See Use Agreement
Bingham Junction Park Pavilion	
Half Day	$30 Resident; $40 Non Resident
Full Day	$38 Resident; $50 Non-Resident
Main Park Pavilion	
Half Day	$68 Resident; $90 Non-Resident
Full Day	$113 Resident; $155 Non-Resident
Auditorium Performing Arts Center (Arts Council)	Contact Midvale Arts Council for pricing
City Park Amphitheater (Arts Council)	$500 Deposit
Half Day	$195 Resident; $260 Non Resident
Full Day	$375 Resident; $500 Non-Resident
Special Event Permit Application	$100
Film Permit Application	$320
Business License Fees	
Home Occupation Base Fee	$94

MIDVALE CITY
FISCAL YEAR 2023 FEE SCHEDULE

DESCRIPTION	AMOUNT
Commercial Business Base Fee	$137
Commercial, Home Occupation and Rental Renewal	$19
Non-Rental Renewal	$19
Rental Base Fee	$143
Rental Renewal	$102
Good Landlord Single Family Non-participatory (per door)	$80
Good Landlord Single Family Non-participatory - Renewal (per door)	$80
Good Landlord Duplex Non-participatory (per door)	$42
Good Landlord Duplex Non-participatory - Renewal (per door)	$42
Good Landlord Apartments 3+ Non-participatory (per door)	$33
Good Landlord Apartments 3+ Non-participatory - Renewal (per door)	$33
Good Landlord Participating (per door, all)	$7
Good Landlord Participating - Renewal (per door, all)	$7
Beauty Salon Booth Rental	$68
Mass Gathering	$20
Itinerant Merchant Base Fee	$100
Solicitor	$45
SOB/Escort	$84 each principal, escort, driver, or bodyguard - Requires background
Other Variable Fees (in addition to base)	
Alcohol Establishment	$300
Alchol - Single Event	$25
Bar/Lounge	$215
Big Box Retail	$400
Commercial Retail	$110
Convenience/Gas	$100
Construction/Contractor	$50
Education	$500
Food Truck	$25
Health	$500
Hotels	$180
Pawn Shop	$400
Personal Services	$50
Professional Services	$30
Rental Units	$83
Restaurant	$300
Storage Units	$330
Taxi	$60 per vehicle
Tobacco	$22
Business Bonding Fees	
Christmas tree sales	$200
Auctions and auctioneers	$1,000
Pawn shops, secondhand dealers	$1,000
Public recreation	$1,000,000 bodily injury (per person and per occasion)
	$1,000,000 property damage
Fireworks	$1,000
Sexually oriented businesses	$2,000 (replenishable)
Cemetery Fees	
Sale Price of Burial Lots:	
Resident	$650
Non-Resident	$1,200
Sale Price of Cremation Lots:	
Resident	$325
Non-Resident	$600
Burial Rights Transfer (Reissuance)	$30
Cost of Grave Opening and Closings:	*Weekdays* *Weekends/Holidays*
Adult	$750 $900
Infant	$200 $400

MIDVALE CITY
FISCAL YEAR 2023 FEE SCHEDULE

DESCRIPTION	AMOUNT
Cremains	$150 $350
Reopening of Graves and Removing Caskets:	
Reopening	$600
Removing	$300
Code Enforcement	
Occupancy violation	Civil Fee per Day, First Offense - $25 per person
	First Offense, Maximum Civil Fee - $1,250 per person
	Civil Fee per Day, Second Offense - $50 per person
	Second Offense, Maximum Civil Fee - $2,500 per person
Illegal accessory dwelling	Civil Fee per Day, First Offense - $25
	First Offense, Maximum Civil Fee - $1,250
	Civil Fee per Day, Second Offense - $50
	Second Offense, Maximum Civil Fee - $2,500
Junked or inoperable vehicles	Civil Fee per Day, First Offense - $30 per vehicle
	First Offense, Maximum Civil Fee - $1,500 per vehicle
	Civil Fee per Day, Second Offense - $60 per vehicle
	Second Offense, Maximum Civil Fee - $3,000 per vehicle
Trash, junk, miscellaneous used materials	Civil Fee per Day, First Offense - $30
	First Offense, Maximum Civil Fee - $1,500
	Civil Fee per Day, Second Offense - $60
	Second Offense, Maximum Civil Fee - $3,000
Weeds	Civil Fee per Day, First Offense - $30
	First Offense, Maximum Civil Fee - $1,500
	Civil Fee per Day, Second Offense - $60
	Second Offense, Maximum Civil Fee - $3,000
Landscaping	Civil Fee per Day, First Offense - $30
	First Offense, Maximum Civil Fee - $1,500
	Civil Fee per Day, Second Offense - $60
	Second Offense, Maximum Civil Fee - $3,000
Signs	Civil Fee per Day, First Offense - $30
	First Offense, Maximum Civil Fee - $1,500
	Civil Fee per Day, Second Offense - $60
	Second Offense, Maximum Civil Fee - $3,000
Fences	Civil Fee per Day, First Offense - $30
	First Offense, Maximum Civil Fee - $1,500
	Civil Fee per Day, Second Offense - $60
	Second Offense, Maximum Civil Fee - $3,000
Dumping	Civil Fee per Day, First Offense - $30
	First Offense, Maximum Civil Fee - $1,500
	Civil Fee per Day, Second Offense - $60
	Second Offense, Maximum Civil Fee - $3,000
No Building Permit; no Business License	Civil Fee per Day, First Offense - $30
	First Offense, Maximum Civil Fee - $1,500
	Civil Fee per Day, Second Offense - $60
	Second Offense, Maximum Civil Fee - $3,000
Home Occupation	Civil Fee per Day, First Offense - $30
	First Offense, Maximum Civil Fee - $1,500
	Civil Fee per Day, Second Offense - $60
	Second Offense, Maximum Civil Fee - $3,000
Parking	Civil Fee per Day, First Offense - $30

MIDVALE CITY
FISCAL YEAR 2023 FEE SCHEDULE

DESCRIPTION	AMOUNT
	First Offense, Maximum Civil Fee - $1,500
	Civil Fee per Day, Second Offense - $60
	Second Offense, Maximum Civil Fee - $3,000
Nuisances, as defined	Civil Fee per Day, First Offense - $30
	First Offense, Maximum Civil Fee - $1,500
	Civil Fee per Day, Second Offense - $60
	Second Offense, Maximum Civil Fee - $3,000
Nonpermitted Uses	Civil Fee per Day, First Offense - $50
	First Offense, Maximum Civil Fee - $5,000
	Civil Fee per Day, Second Offense - $100
	Second Offense, Maximum Civil Fee - $10,000
Failure to comply with board of adjustment, planning commission, or hearing examiner order	Civil Fee per Day, First Offense - $30
	First Offense, Maximum Civil Fee - $3,000
	Civil Fee per Day, Second Offense - $60
	Second Offense, Maximum Civil Fee - $6,000
Inspection fee for each subsequent event	$30
Violation of Chapter 5.32, Tenant Application Fees	$100 for initial violation
	$200 for additional violations
Community Development Fees (Includes Engineering Fees)	
Preliminary Subdivision*	2 Lots $570
	3 Lots $900
	>3 Lots $900 + $5 per lot over 3
Final Subdivision*	2 Lots $600
	3 Lots $1,270
	>3 Lots $1,270 + $10 per lot over 3
MPD Preliminary	1-3 Acres $730
	3-6 Acres $780
	6+ Acres $830
MPD Final	1-3 Acres $850
	3-6 Acres $950
	6+ Acres $1,050
Small Scale Master Plan	1-3 Acres $850
	3-6 Acres $950
	6+ Acres $1,050
Large Scale Master Plan	1-3 Acres $750
	3-6 Acres $780
	6+ Acres $830
Rezone	≤ 1 Acre $665
	1-5 Acres $765
	>5 Acres $865
Conditional Use Permit	$250
Administrative Conditional Use	$250
Administrative Conditional Use - Chickens; Apiaries	$75
Preliminary Site Plan	$640
Final Site Plan	$1,090

MIDVALE CITY
FISCAL YEAR 2023 FEE SCHEDULE

DESCRIPTION	AMOUNT
Preliminary Condominium	≤ 3 Units $900
	> 3 Units $900 + $5 per unit over 3
Final Condominium	≤ 3 Units $1,270
	> 3 Units $1,270 + $10 per unit over 3
Development Agreement	$1,000
Lot Line Adjustment	$125
Sign Permit	Based on Sign Value Per Resolution 2/26/02C
Temporary Sign Permit	$10
Text Amendment	$630
Property Vacation	$1,000
Appeal	$500
Variance	$400
*More than one plat will result in an additional per plat charge of $250	
Court Fees	
Traffic School	$20
Small Claims	As per State approved rates
Copy Charge per page	$0.25
Certified Copy of Court Documents	$4 plus $0.50 per page
Criminal Background Checks	$10
Convenience Fee for Online Payments	$2.50 per transaction
Audio Tape	$10
Election Fees	
Declaration of Candidacy for Mayor	$50
Declaration of Candidacy for City Council	$25
Executive Department	
Records Request	$0.25 per copy + time for research + postage (including reasonable attorney's fees for services rendered in responding to the request)
Copy Charge per page	$0.25
Copy of Recording (CD)	$5 per CD
Notary	$5 for Non-City Related Business
Copies of Maps 24 X 36 Color	$5
Copies of Maps 24 X 36 Black & White	$3
Right-of-Way Occupancy Permits	
In-Strand Antenna (Each)	$100
Small Wireless Facility (Each)	$100
Utility Pole (Each)	$250
Equipment (Per Piece)	$100
Macrocell or Utility Pole over 50 feet in height (Each)	$1,000
Road Cuts	
Base Fee	$250
Excavation in new or newly rebuilt/overlaid road (<5 years old)	$0.50/sf
Excavation in all other roads, concrete surfaces, or unpaved areas	$0.25/sf
Boring	$0.50/lf
Bond	$5,000
Sewer Rates (Resolution 2021-R-31)	

MIDVALE CITY
FISCAL YEAR 2023 FEE SCHEDULE

DESCRIPTION	AMOUNT
Residential/Commercial/Industrial	
Single Dwelling	
Base fee	$29.68
Usage fee per 1,000 gallons of average winter water usage	$2.49
Multi Dwelling	
Base fee - First Unit	$29.68
Additional Unit (Each)	$24.67
Usage fee per 1,000 gallons of average winter water usage	$2.49
Lifeline discount of 45% available on base fee if qualified for Salt Lake County Circuit Breaker property tax relief	
Sewer Connection Fees all areas	
4" Connection	
First Unit	$500
Second Unit	$200
6" Connection	
First Unit	$700
Second Unit	$200
Storm Water	
Equivalent Residential Unit (ERU) (3,000 square feet)	$9 per month
Lifeline discount of 45% available if qualified for Salt Lake County Circuit Breaker property tax relief	
Single family residential and duplex parcels constitute one ERU. No charges apply to undeveloped parcels. Charge for all other parcels is computed by multiplying the total ERUs for a parcel by the monthly rate. Total ERUs are calculated by dividing total square feet of impervious surface by three thousand square feet (one ERU). A service charge credit is available for non-single family residential customers that exceed the city's stormwater development standards and/or reduce the city's downstream costs in providing stormwater capacity.	
Waste Collection Fees	
First Can	$10.95 per month
Recycling	$3.74 per month
Lifeline discount of 45% available if qualified for Salt Lake County Circuit Breaker property tax relief	
Each additional can	$10.95 month (not subject to Circuit Breaker)
Bulky Waste Dumpster	$213.40 ($150 deposit may be required)
Water Rates (Resolution 2021-R-09)	
Area # 1 Base Rates	
Meter Size:	
3/4"	$22.09
1"	$30.92
1.5"	$39.76
2"	$64.03
3"	$242.88
4"	$309.11
6"	$463.69
8"	$640.55
Area # 2 Base Rates	
Meter Size:	
3/4"	$23.94
1"	$33.50
1.5"	$43.09
2"	$69.39
3"	$263.19
4"	$334.96
6"	$502.47
8"	$694.13
Lifeline discount of 45% available on base fee if qualified for Salt Lake County Circuit Breaker property tax relief	

MIDVALE CITY
FISCAL YEAR 2023 FEE SCHEDULE

DESCRIPTION	AMOUNT
Fireline service	$10.15 per month
Area # 3 Base Rates	
Meter Size:	
3/4"	$24.68
1"	$34.54
1.5"	$44.43
2"	$71.55
3"	$271.39
4"	$345.40
6"	$518.12
8"	$715.75

Water Consumption Tiers (Per Thousand Gallons) - All Areas

	Tier 1	Tier 2		Tier 3		Tier 4	
Meter Size	Max	Min	Max	Min	Max	Min	Max
3/4" or 5/8"	12.0	12.1	55.0	55.1	98.0	98.1	None
1"	20.0	20.1	92.0	92.1	164.0	164.1	None
1.5"	40.0	40.1	183.0	183.1	326.0	326.1	None
2"	64.0	64.1	293.0	293.1	522.0	522.1	None
3"	120.0	120.1	550.0	550.1	980.0	980.1	None
4"	240.0	240.1	1,100.0	1,100.1	1,960.0	1,960.1	None
6"	500.0	500.1	2,292.0	2,292.1	4,084.0	4,084.1	None
8"	640.0	640.1	2,933.0	2,933.1	5,226.0	5,226.1	None

Water Consumption Charge (Per Thousand Gallons) - All Areas	
Tier 1	$1.60
Tier 2	$2.00
Tier 3	$2.30
Tier 4	$2.42

Water Connection Fees - All Areas	
3/4"	$1,660
1"	$1,970
1 1/2" & Up	$180 inspection fee
Fire Service	$250 inspection fee

Other Utility Service Charges (Includes Sewer, Storm Water, Waste Collection, and Water)	
Late fees	5% of outstanding balance per month
Meter reset fee	$50
Meter tampering fee	$50 first offense, $100 second offense, $50 addt'l each subsequent offense
Account set-up or transfer fee	$15
Reconnect following shut-off	$50
Collection Agency fee	35% of outstanding balance
Return Check (NSF, etc.)	$30
Telephone Payment Convenience Fee	$3
Construction Meter Deposit	$1,550
Construction Water Use	$3.50 per 1,000 gallons of hydrant water ($50 minimum)

Streetlighting	
Residential	$3/month
Commercial	$9/month

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: June 21, 2022

SUBJECTS:
Resolution Authorizing the Mayor to enter into a Perpetual Access Easement Agreement with Gardner Jordan Bluffs, L.C.

Resolution Authorizing the Mayor to enter an Interlocal Agreement between Midvale City and Salt Lake County regarding the construction of the boat launch ramp along the Jordan River

SUBMITTED BY: Lisa Garner, City Attorney

SUMMARY:

Midvale City, Salt Lake County and Gardner Jordan Bluff, L.C. have worked together to arrange for public access to the Jordan River by constructing a boat launch along the east bank of the Jordan River within Midvale City and to allow access from the boat launch to the Jordan River Trail. The parties desire to enter into respective agreements to facilitate the access and construction of the boat launch.

Gardner Jordan Bluffs has agreed to grant Midvale City a perpetual easement that will allow the public to use the boat launch to access the Jordan River. Additionally, the easement agreement will grant Midvale access for the construction and maintenance of the boat launch. Salt Lake County wishes to design and construct the boat launch and then will turn over ownership of the boat launch to Midvale City. The Interlocal Agreement between Midvale City and Salt Lake County provides written authority for Salt Lake County to access the property to construct the boat launch and to address liability during the construction period.

FISCAL IMPACT: Cost associated with the maintenance of boat launch once constructed.

STAFF'S RECOMMENDATION AND MOTION: APPROVE ORDINANCE AMENDMENT:

"I move that we adopt Resolution No. 2022-R-32 Authorizing the Mayor to enter a Perpetual Access Easement Agreement with Gardner Jordan Bluffs, L.C."

"I move that we adopt Resolution No. 2022-R-30 Authorizing the Mayor to enter an Interlocal Agreement between Midvale City and Salt Lake County regarding the construction of the boat launch ramp along the Jordan River."

ATTACHMENTS:

- Perpetual Access Easement Agreement with Gardner Jordan Bluffs, L.C.
- Interlocal Agreement between Midvale City and Salt Lake County

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MIDVALE CITY, UTAH
RESOLUTION NO. 2022-R-30

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER AN INTERLOCAL AGREEMENT BETWEEN MIDVALE CITY AND SALT LAKE COUNTY

WHEREAS, Utah Code Ann. §11-13-202 provides that any two or more public agencies may enter into an agreement withone another for joint or cooperative actions; and

WHEREAS, Midvale City and Salt Lake County are public agencies as contemplated in referenced section of the Utah Code known as the Interlocal Cooperation Act; and

WHEREAS, Salt Lake County wishes to design and construct a boat launch on the east bank of the Jordan River within the boundaries of Midvale City; and

WHEREAS, Midvale City and Salt Lake County wish to enter into an Interlocal Agreement to provide written authority for Salt Lake County to access the property to construct the boat launch and to address liability during the construction period; and

WHEREAS, Midvale City Council believes that the public access to the Jordan River Trail by and through the use of the newly constructed boat launch benefits the residents of Midvale City.

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

1. The Midvale City Council authorizes the Mayor to enter into an Interlocal Agreement between Midvale City and Salt Lake County.

2. This Resolution takes effect immediately.

APPROVED AND ADOPTED this 21st day of June, 2022.

_____
Marcus Stevenson, Mayor

ATTEST:

_____
Rori L. Andreason,
City Recorder

(Signatures appear on separate page.)

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

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this "*Agreement*") is between **Salt Lake County**, a body corporate and politic of the state of Utah (the "*County*"), and **Midvale City**, a municipal corporation of the State of Utah, (the "*City*"). The County and the City are sometimes referred to individually in this Agreement as a *"Party"* and collectively as the *"Parties."*

RECITALS

A. Utah Code Ann. §11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative action.

B. The County and the City are public agencies as contemplated in the referenced section of the Utah Code (more specifically referred to as Utah Code Ann. §11-13-101, et seq., known as the Interlocal Cooperation Act).

C. The City entered into a Perpetual Access Easement Agreement with Gardner Jordan Bluff, L.C. (the "Grantor") for access across a specified portion of the property located at approximately 8250 South Bingham Junction, Midvale Utah, also identified as Parcel No. 21-35-401-001 (the "Property"), for the purpose of construction and maintenance of a boat launch on the east bank of the Jordan River (the "Launch") and to allow access from the Launch to the Jordan River Trail located on the Property.

D. Salt Lake County wishes to design and construct the Launch and will turn over ownership of the Launch to City upon completion of construction.

E. The Parties wish to enter into this Agreement to provide written authority for the County to access the Property to construct the Launch and to address liability during construction.

F. Pursuant to the authority granted by the Interlocal Cooperation Act, the Parties mutually desire to enter into this Agreement to document their mutual commitments and understandings with regards to pursuing the above-described project.

AGREEMENT

The Parties agree as follows:

1. The above stated recitals are hereby incorporated into this Agreement.

2. The City hereby grants the County, and all of the County's contractors, architects, and engineers (the "Contractors"), permission to access the Property for the purposes of constructing the Launch.

3. The County will construct the Launch and will provide the City with written notification when the County has issued final payment to the general contractor for completion of the Launch ("Final Completion").

4. City will assume ownership of the Launch upon Final Completion. City will be solely responsible for maintenance and repairs to the Launch one year following final completion. This obligation will survive termination of this Agreement if the Launch achieves Final Completion.

5. Term. The date this Agreement is signed by the last party to sign it (as indicated by the date accompanying that Party's signature) is the Effective Date of this Agreement. This Agreement will terminate upon Final Completion. This Agreement may be terminated early by either party upon 30 days written notice.

6. Amendment. This Agreement may only be modified or terminated prior to the end of its term by written amendment, signed by both Parties.

7. Governmental Immunity, Liability, and Indemnification.

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

7.2. Liability and Indemnification. The County hereby indemnifies the City and its officials harmless from and against any and all claims, damages, injuries, liabilities, losses, suits, judgments, causes of action, fines, penalties, of any nature, kind or description which may be incurred by the City at any time as a result of any damage to any property or persons in connection with or arising out of County's or Contractor's negligence during the construction of the Launch.

8. Authority of Signators. The Parties represent that the person executing this instrument on their behalf has the authority to do so and the authority to bind that Party.

9. Notices. All notices and other communications, provided for in this Agreement, will be in writing and will be sufficient for all purposes if personally delivered or mailed by certified or registered U.S. mail, return receipt requested, postage prepaid, and addressed to the respective Party at the address set forth below or at such addresses as such Party may hereafter designate by written notice to the other Party.

To the County: Director - Division of Parks and Recreation
2001 South State Street, S4-700
Salt Lake City. Utah 84114

and

Contracts Administrator
Salt Lake County
2001 South State, Suite, N4-500
Salt Lake City, Utah 84114

To the City: Public Works Director
Midvale City
7505 S Holden Street
Midvale, Utah 84047

and

Contracts Administrator
Midvale City
7505 S. Holden Street
Midvale, Utah 84047

10. Interlocal Cooperation Act.

10.1. Pursuant to Utah Code Ann. § 11-13-206, the Parties agree that no new entity is created by the provisions of this Agreement.

10.2. Pursuant to Utah Code Ann. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement will be administered by an administrator mutually agreed upon by the Parties.

10.3. This Agreement will not take effect until: (a) it has been approved by both Parties, as required by Utah Code Ann. §§ 11-13-202(2), it has been submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law, as required by Utah Code Ann. § 11-13-202.5, and (c) it has been filed with the keeper of records of each Party, as required by Utah Code Ann. § 11-13-209.

10.4. Except as otherwise specifically provided herein, each Party is responsible for its own costs of any action done under this Agreement, and for any budgeting or financing of such costs.

10.5. To the extent a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party will do so in the same manner that it deals with other property of such Party. This includes any disposition of property upon the termination of this Agreement.

10.6. Either Party may withdraw from this Agreement for an "*Event of Default*" as defined below, upon written notice from the party wishing to withdraw to the other party. As used in this Agreement, the term "*Event of Default*" means (a) a party fails to make any payment herein when the same becomes due and such failure continues for a

period of thirty (30) days after written notice to the party failing to make such payment; (b) a party hereto fails to perform any of its material obligations and such failure continues for a period of thirty (30) days after written notice to such defaulting party; or (c) any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

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

IN WITNESS WHEREOF, the City and the County have caused this Agreement to be signed as of the dates indicated below.

SALT LAKE COUNTY

Signature: _____
Mayor or Designee

Date: _____

Division Approval:

Signature:_____
Director or Designee

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

Signature: _____
Deputy District Attorney

MIDVALE CITY

Signature: _____
Mayor Marcus Stevensen

Date: _____

APPROVED AS TO FORM AND LEGALITY

Signature: _____
Attorney for City

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: June 21, 2022

SUBJECTS:
Resolution Authorizing the Mayor to enter into a Perpetual Access Easement Agreement with Gardner Jordan Bluffs, L.C.

Resolution Authorizing the Mayor to enter an Interlocal Agreement between Midvale City and Salt Lake County regarding the construction of the boat launch ramp along the Jordan River

SUBMITTED BY: Lisa Garner, City Attorney

SUMMARY:

Midvale City, Salt Lake County and Gardner Jordan Bluff, L.C. have worked together to arrange for public access to the Jordan River by constructing a boat launch along the east bank of the Jordan River within Midvale City and to allow access from the boat launch to the Jordan River Trail. The parties desire to enter into respective agreements to facilitate the access and construction of the boat launch.

Gardner Jordan Bluffs has agreed to grant Midvale City a perpetual easement that will allow the public to use the boat launch to access the Jordan River. Additionally, the easement agreement will grant Midvale access for the construction and maintenance of the boat launch. Salt Lake County wishes to design and construct the boat launch and then will turn over ownership of the boat launch to Midvale City. The Interlocal Agreement between Midvale City and Salt Lake County provides written authority for Salt Lake County to access the property to construct the boat launch and to address liability during the construction period.

FISCAL IMPACT: Cost associated with the maintenance of boat launch once constructed.

STAFF'S RECOMMENDATION AND MOTION: APPROVE ORDINANCE AMENDMENT:

"I move that we adopt Resolution No. 2022-R-32 Authorizing the Mayor to enter a Perpetual Access Easement Agreement with Gardner Jordan Bluffs, L.C."

"I move that we adopt Resolution No. 2022-R-30 Authorizing the Mayor to enter an Interlocal Agreement between Midvale City and Salt Lake County regarding the construction of the boat launch ramp along the Jordan River."

ATTACHMENTS:

- Perpetual Access Easement Agreement with Gardner Jordan Bluffs, L.C.
- Interlocal Agreement between Midvale City and Salt Lake County

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MIDVALE CITY, UTAH
RESOLUTION NO. 2022-R-32

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER A PERPETUAL EASEMENT AGREEMENT WITH GARDNER JORDAN BLUFFS, L.C.

WHEREAS, Gardner Jordan Bluffs, L.C. is owner of certain property located approximately 8250 South Bingham Junction, Midvale, Utah ("Property") which includes property along the bank of the Jordan River; and

WHEREAS, Salt Lake County wishes to design and construct a boat launch on the Property on the east bank of the Jordan River; and

WHEREAS, Gardner Jordan Bluffs, L.C. and Midvale City wish to enter into a Perpetual Easement Agreement for the construction, maintenance and access to the boat launch; and

WHEREAS, Midvale City Council believes that the public access to the Jordan River Trail by and through the use of the newly constructed boat launch benefits the residents of Midvale City.

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

1. The Midvale City Council authorizes the Mayor to enter into a Perpetual Easement Agreement with Gardner Jordan Bluffs, L.C.

2. This Resolution takes effect immediately.

APPROVED AND ADOPTED this 21st day of June, 2022.

_____
Marcus Stevenson, Mayor

ATTEST:

_____
Rori L. Andreason,
City Recorder

(Signatures appear on separate page.)

Voting by the City Council "Aye" "Nay"

Quinn Sperry	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Dustin Gettel	_____	_____

Parcel No. 4036.001:PE
Tax Serial No. 21-35-401-001
County Project No.:
Jordan River Portages
Surveyor WO: W031021026

WHEN RECORDED RETURN TO:
Midvale City Recorder
7505 S Holden Street
Midvale, Utah 84047

Space above for County Recorder's use

Parcel No. 4036.001:PE
Tax Serial No. 21-35-401-001
County Project No.:
Jordan River Portages
Surveyor WO: W031021026

PERPETUAL ACCESS EASEMENT AGREEMENT

THIS PERPETUAL EASEMENT AGREEMENT (this "Agreement") is made and entered into as of this_____ day of May, 2022 (the "Effective Date"), between GARDNER JORDAN BLUFFS, L.C., a Utah limited liability company ("Grantor") and MIDVALE CITY, a municipal corporation of the State of Utah ("Grantee"). Grantor and Grantee are sometimes referred to herein singularly as a "Party" and collectively as the "Parties" with respect to the following:

RECITALS

A. Grantor owns certain real property located at approximately 8250 South Bingham Junction, Midvale, Utah, also identified as Parcel No. 21-35-401-001 (the "Property").
B. The Property is adjacent to the Jordan River, and a portion of the Jordan River Trail is located on the Property pursuant to a prior easement granted by Grantor's predecessor-in-interest.
C. Grantee desires to obtain a perpetual easement across a specified portion of the Property to allow for construction and maintenance of a boat take-out portage on the east bank of the Jordan River (the "Portage") and to allow for access from the Portage to the Jordan River Trail located on Property.
D. Grantor is willing to grant and convey a perpetual easement to Grantee pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and covenants set forth therein, the Parties agree as follows:

1. Perpetual Easement. Grantor hereby grants and conveys to Grantee (i) for the benefit of Grantee and its contractors and employees, a perpetual, non-exclusive easement on, over, and across the portion of the Property described on Exhibit "A" and depicted on Exhibit "B", each attached hereto and incorporated herein by this reference (the "Easement Area"), for purposes of constructing, repairing, cleaning, and maintaining a Portage on the Jordan River and an access trail to such Portage on, over and across the Easement Area, and (ii) for the benefit of Grantee and the general public, a perpetual, non-exclusive pedestrian access easement on, over, and across the Easement Area for purposes of accessing the Portage and the Jordan River trail. The legal description for the Perpetual Easement is more particularly described in Exhibit A and depicted on Exhibit B, both attached hereto and incorporated herein by this reference.

2. Construction. Prior to commencing any construction within the Easement Area and, following initial construction, prior to commencing any alterations or further improvements to the Easement Area, Grantee shall first deliver the plans and specifications for the proposed improvements, landscaping, or alterations, as applicable, to Grantor for Grantor's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. If Grantor reasonably disapproves of any element of such plans, then Grantor will notify Grantee in writing of any required changes thereto within ten (10) days of Grantor's receipt of the proposed plans, and Grantee will use commercially reasonable efforts to promptly incorporate Grantor's proposed changes into the plans and redeliver it, as revised, to Grantor for its approval in accordance with the procedure set forth above, with Grantor's subsequent review period being five (5) business days after submission to Grantor.

3. Limitation of Liability. The Parties agree that the easement rights granted herein are for recreational purposes and intend for Grantor's liability to be limited as contemplated by Utah Code Ann. Section 57-14-202.

4. Reservation; Condition of Easement Area. Exclusive Use of the Easement Area is expressly not granted herein, and Grantor reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area as set forth in Section 1 above. Grantee accepts the Easement Area in its "as is, where is" condition, without representation or warranty, whether express or implied, whatsoever, and will use such Easement Area at its own risk.

5. Damage; Repairs; Indemnification; Liens. Grantee, on behalf of its agents and contractors, shall repair or replace any damage or destruction to the Easement Area which is caused by the acts or omissions of Grantee or its permitted users to substantially the same condition existing before any such damage or destruction. Grantee shall indemnify, defend, and hold harmless Grantor and its contractors, agents and employees from any claim, damages, losses, expenses and liability, including reasonable attorney fees, to the extent arising from Grantor's or Grantor's contractors, agents, representatives, or employees' acts, events, accidents, or omissions while using the Easement Area or arising out of this Agreement. Should any mechanic's or other lien be filed against the Property or any part thereof by reason of Grantee's acts or omissions or because of a claim against Grantee, Grantee shall cause the same to be

canceled and discharged of record by bond or otherwise within thirty (30) days after notice by Grantor. If Grantee fails to comply with its obligations in the immediately preceding sentence within such thirty (30) day period, Grantor may perform such obligations at Grantee's expense, in which case all of Grantor's costs and expenses in discharging shall be promptly due and payable by Grantee to Grantor.

6. Compliance with Laws. Grantee shall comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, inunctions, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.

7. Insurance. Grantee shall maintain general liability insurance sufficient to meet its obligations hereunder and consistent with applicable law, but in no event shall Grantee's insurance limits be less than $5,000,000.00. Grantee agrees to provide evidence of such insurance to Grantor promptly upon Grantor's request from time to time.

8. Assignment. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, and assigns. The rights and obligations set forth in this Agreement are intended to run with the land and succeeding interests therein. This Agreement may not be assigned by Grantee without prior written consent of Grantor, in Grantor's sole discretion.

9. Integration. This Agreement embodies the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to this property.

10. Miscellaneous.

    a. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.
    b. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he or she signs to execute and deliver this Agreement and that as result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.
    c. Attorneys' Fees. In the event that at any time either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party in such action or proceeding agrees to reimburse the successful Party for the reasonable expenses of such action including reasonable attorneys' fees, incurred therein by the successful Party.
    d. No Public Dedication. Nothing herein shall be construed as a public dedication.

(Signature page(s) follow)

IN WITNESS WHEREOF, this Agreement is executed and effective as of the Effective Date.

GRANTOR:

GARDNER JORDAN BLUFFS, L.C., a Utah limited liability company, by its Manager

KC Gardner Company, L.C., a Utah limited liability company

By: _____
Name: Christian Gardner
Its: Manager

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this 27 day of MAY, 2022, personally appeared before me CHRISTIAN GARDNER, who, being by me duly sworn said that he/she is the Manager of KC Gardner Company, L.C., a Utah limited liability company, the Manager of GARDNER JORDAN BLUFFS, L.C., a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said company, and said Manager acknowledged to me that said company executed the same.

KELLY R POPPLETON
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 06/26/2025
Commission # 717858

_____
NOTARY PUBLIC
Residing in Salt Lake County, Utah

GRANTEE
MIDVALE CITY

By: _____
Robert M. Hale, Mayor

ATTEST:

_____
Rori Andreason, City Recorder

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this ___ day of _____, 2022, personally appeared before me_____, who being duly sworn, did say that he is the Mayor of Midvale City and that the foregoing instrument was signed on behalf of Midvale City, by authority of law.

_____
NOTARY PUBLIC
Residing in Salt Lake County, Utah

Parcel No. 4036.001:PE
Tax Serial No. 21-35-401-001
County Project No.:
Jordan River Portages
Surveyor WO: W031021026

EXHIBIT A
Legal Description of the Easement Area

A perpetual easement being part of Lot 3, Jordan Bluffs Lot 201A Amended Subdivision recorded April 10, 2020 as Entry No. 13239660 in Book 2020 of Plats, at Page 79 in the Office of the Salt Lake County Recorder. Said easement is located in the Northwest Quarter of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian and is described as follows:

Beginning at a point on the westerly edge of an existing asphalt trail, which is 204.07 feet N. 76°56'59" E. along a northerly line of said Lot 3 and 155.02 feet South from a northwesterly corner of said Lot 3, said point is also, 2889.26 feet S. 89°56'27" W. along the Section line and 382.69 feet South from the Northeast Corner of said Section 35; thence S. 17°40'27" E. 22.11 feet along said westerly edge of existing asphalt trail to a point of non-tangency with a 34.94 foot radius curve to the left, concave southeasterly (Radius point bears S. 10°25'15" E.); thence Southwesterly 29.10 feet along the arc of said curve, through a central angle of 47°42'28" (Chord bears S. 55°43'31" W. 28.26 feet) to the point of reverse curvature with a 36.00 – foot radius curve to the right, concave northwesterly; thence Southwesterly 36.14 feet along the arc of said curve, through a central angle of 57°31'31" (Chord bears S. 60°38'03" W. 34.65 feet) to the easterly top bank of the Jordan River; thence N. 23°45'26" W. 29.74 feet along said easterly top bank of the Jordan River; thence S. 52°57'50" E. 3.97 feet to the point of tangency with a 14.00 foot radius curve to the left, concave northerly; thence Easterly 23.25 feet along the arc of said curve, through a central angle of 95°09'52" to the point of reverse curvature with a 56.94 foot radius curve to the right, concave southeasterly; thence Northeasterly 44.62 feet along the arc of said curve, through a central angle of 44°53'53" (Chord bears N. 54°19'14" E. 43.49 feet) to the **Point of Beginning**.

The above-described perpetual easement contains 1,482 Sq Ft. in area or 0.034 acre more or less.

EXHIBIT "B": By this reference, made a part hereof,

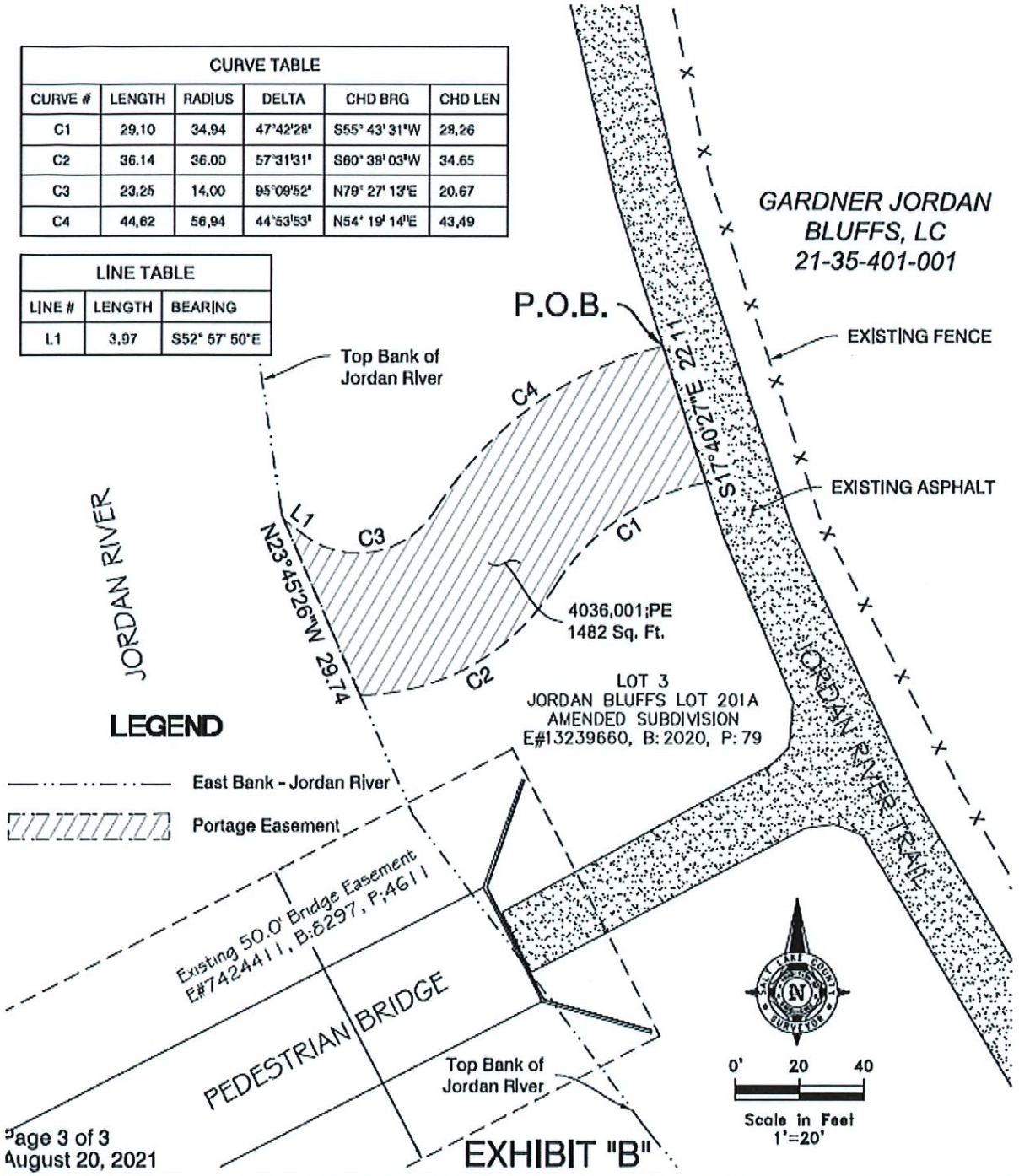
BASIS OF BEARING: S. 89°56'27" W. along the Section line between the Northeast Corner and the Northwest Corner of said Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian.

Parcel No. 4036.001:PE
Tax Serial No. 21-35-401-001
County Project No.:
Jordan River Portages
Surveyor WO: W031021026

EXHIBIT B
Map of Easement Area
(See attached)

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD BRG	CHD LEN
C1	29.10	34.94	47°42'28"	S55° 43' 31"W	28.26
C2	36.14	36.00	57°31'31"	S60° 38' 03"W	34.65
C3	23.25	14.00	95°09'52"	N79° 27' 13"E	20.67
C4	44.62	56.94	44°53'53"	N54° 19' 14"E	43.49

LINE TABLE		
LINE #	LENGTH	BEARING
L1	3.97	S52° 57' 50"E



Page 3 of 3
August 20, 2021

EXHIBIT "B"

Gardner Jordan Bluffs, LC
Portage Easement

Prepared for:
SL County Parks & Rec.

Sec. 35, T.2S, R.1W, S.L.B.&M.
Work Order No. W031021026 RE No. 4036

Prepared by the Office of:
Reid J. Demman, P.L.S.
Salt Lake County Surveyor
2001 S. State St. #N1-400
Salt Lake City, Utah 84114-4575
(385) 468-5240

CONSENT AND SUBORDINATION

Wells Fargo Bank, National Association (the "**Lender**"), as the holder of a lien encumbering certain real property pursuant to that certain Deed of Trust, dated November 15, 2017, executed by Gardner Jordan Bluffs, L.C., as Trustor, in favor of the trustee named therein, for the benefit of Lender, as Beneficiary, and recorded November 16, 2017, as Instrument No. 12660565 of the official records of Salt Lake County, Utah, as amended by that certain First Amendment to Security Agreement dated August 21. 2020 and recorded on August 28, 2020 as Instrument No. 13376229 of the official records of Salt Lake County, Utah, hereby consents to the recording of Perpetual Access Easement Agreement to which this Consent and Subordination is attached and subordinates its lien thereto.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: _____

Name: Mark Hausman

Title: Director

STATE OF Colorado)
: ss.
COUNTY OF Denver)

On the 31 day of May, 2022, personally appeared before me Mark Hausman, who acknowledged to me that he executed the foregoing instrument as the Director of Wells Fargo Bank, National Association.

TAMMY JOHNSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194000237
MY COMMISSION EXPIRES JANUARY 3, 2023

Tammy Johnson
Notary Public