



**MIDVALE CITY COUNCIL MEETING
AGENDA
August 9, 2022**

PUBLIC NOTICE IS HEREBY GIVEN that the **Midvale City Council** will hold a regular meeting on the **9th day of August, 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 August 8th. 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 Bryant Brown
- B. Councilmember Heidi Robinson
- C. Councilmember Paul glover
- D. Councilmember Dustin Gettel
- E. Councilmember Quinn Sperry

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 HEARING

- A. Consider Amendments to Title 17 of the Midvale City Municipal Code to Address Licensure of Child Care Centers and Child Care Facilities within the City [*Adam Olsen, Planning Director*]

ACTION: CONSIDER ORDINANCE NO. 2022-O-13 AN ORDINANCE AMENDING CHAPTERS 17-7-1.10.B.1.a(i) SINGLE FAMILY RESIDENTIAL ZONE (SF-1), 17-7-2.10.B.1.a(i) SINGLE FAMILY RESIDENTIAL ZONE (SF-2), 17-7-3.10.B.1.a(i) MULTIFAMILY RESIDENTIAL-MEDIUM DENSITY ZONE (RM-12), 17-7-4.10.B.1.a(i) MULTIFAMILY RESIDENTIAL-MEDIUM TO HIGH DENSITY ZONE (RM-25), 17-7-5.8.B.1.a(i) MIXED-USE ZONE, 17-7-7.11.B.1.a(i) STATE STREET ZONE (SSC), 17-7-15.12.B.1.a(i) STATE STREET OVERLAY ZONE (SSOZ), 17-7-8.11.B.1.a(i) TRANSIT-ORIENTED DEVELOPMENT ZONE (TOD), 17-7-9.9.B.1.a(i) BINGHAM JUNCTION ZONE (BJ), 17-7-10.11.2.B.2.a(i) JORDAN BLUFFS SUBAREA 4 RESIDENTIAL DEVELOPMENT, 17-7-10.12.12.A(1) JORDAN BLUFFS SUBAREAS 1-3 DEVELOPMENT, 17-7-12.9.B.1.a(i) REGIONAL COMMERCIAL RESIDENTIAL OVERLAY, 17-7-13.9.B.1.a(i) CLEAN INDUSTRIAL ZONE (CI), 17-7-17.11.B.1.a(i) TRANSIT-ORIENTED DEVELOPMENT OVERLAY ZONE (TODO) OF THE MIDVALE CITY MUNICIPAL CODE.

VIII. CONSENT AGENDA

- A. Consider Minutes of July 19, 2022 [*Rori Andreason, H.R. Director/City Recorder*]

IX. ACTION ITEMS

- A. Consideration and Direction Regarding Midvale's Role as a Member of the Unified Police Department [*Matt Dahl, City Manager*]
- B. Consider **Resolution No. 2022-R-34** Approving the Sale of City Right-of-Way located at 100 West Center Street, C-Street Townhomes [*Adam Olsen, Planning Director*]
- C. Consider Approving the Purchase of Two Vehicles for Water Utility Department (Hydro Excavator and Utility Truck Build) [*Glen Kennedy, Public Works Director*]

X. DISCUSSION ITEM

- A. Discuss Cemetery Upright Monuments [*Jerimie Thorne, Public Works Deputy Director*]

XI. ADJOURN

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

DATE POSTED: AUGUST 4, 2022

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



MIDVALE CITY COUNCIL SUMMARY REPORT

August 9, 2022

Request to amend Chapters 17-7-1.10.B.1.a(i), 17-7-2.10.B.1.a(i), 17-7-3.10.B.1.a(i), 17-7-4.10.B.1.a(i), 17-7-5.8.B.1.a(i), 17-7-7.11.B.1.a(i), 17-7-15.12.B.1.a(i), 17-7-8.11.B.1.a(i), 17-7-9.9.B.1.a(i), 17-7-10.11.2.B.2.a(i), 17-7-10.12.12.A(1), 17-7-12.9.B.1.a(i), 17-7-13.9.B.1.a(i), 17-7-17.11.B.1.a(i) of the Midvale City Municipal Code. (TXT-22-04; Adam Olsen).

PROJECT SUMMARY:

Applicant: Midvale City
Assigned Planner: Adam Olsen
Property Address: NA
Existing Parcel: NA
Existing Zone: NA
Related Applications: NA

BACKGROUND:

The City proposes an amendment to the above listed chapters of the Municipal Code. The amendment removes the requirement for proof of a state childcare license and requires in its place a City business license. HB 15, approved this past legislative session, states in part, that a municipality cannot “enact or enforce an ordinance that: (a) imposes licensing or certification requirements for a child care program...”. To ensure compliance with this recent revision enacted by HB 15, the City proposes to remove the requirement in our Code for proof of state licensure.

Public notice has been sent to all affected entities as required in 17-3-9.B of the Municipal Code. No objections have been received as of the writing of this report.

The Planning Commission reviewed the request at their June 22, 2022 meeting and recommended approval of the amendment to the City Council.

STAFF ANALYSIS:

-AMENDMENTS TO THE ZONING CODE OR MAP-

Midvale City Code 17-3-1 outlines the criteria necessary for amendments to the zoning code or map (Staff responses in **bold**):

17-3-1.E Amendments to the Zoning Code or Map.

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;
Response: The request is not for a rezone; rather, an amendment to remove the requirement for proof of state licensure.
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,
Response: This criterion is not applicable.
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;
Response: This criterion is not applicable.

STAFF RECOMMENDATION:

Based on the requirements of Chapter 17-3-1.E of the Midvale City Municipal Code Staff recommends approval of the amendment. A finding is offered for consideration:

1. Approval of the amendment will bring the City into compliance with the applicable portion of HB 15, by removing the proof of state licensure requirement.

POTENTIAL MOTION:

I move that we approve the amendment as provided in Exhibit A, with the finding noted in the staff report.

ALTERNATIVE ACTIONS:

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

1. Continue to a Date Certain. This action can be taken if the City Council needs additional information before making a decision, if there are issues that have not been resolved, or if the application is not complete.
2. Deny. This action can be taken if the City Council finds that the proposal does not warrant approval.

ATTACHMENT:

- Exhibit A: Draft Ordinance

EXHIBIT A

ORDINANCE NO. 2022-O-13

AN ORDINANCE AMENDING CHAPTERS 17-7-1.10.B.1.a(i) SINGLE FAMILY RESIDENTIAL ZONE (SF-1), 17-7-2.10.B.1.a(i) SINGLE FAMILY RESIDENTIAL ZONE (SF-2), 17-7-3.10.B.1.a(i) MULTIFAMILY RESIDENTIAL-MEDIUM DENSITY ZONE (RM-12), 17-7-4.10.B.1.a(i) MULTIFAMILY RESIDENTIAL-MEDIUM TO HIGH DENSITY ZONE (RM-25), 17-7-5.8.B.1.a(i) MIXED-USE ZONE, 17-7-7.11.B.1.a(i) STATE STREET ZONE (SSC), 17-7-15.12.B.1.a(i) STATE STREET OVERLAY ZONE (SSOZ), 17-7-8.11.B.1.a(i) TRANSIT-ORIENTED DEVELOPMENT ZONE (TOD), 17-7-9.9.B.1.a(i) BINGHAM JUNCTION ZONE (BJ), 17-7-10.11.2.B.2.a(i) JORDAN BLUFFS SUBAREA 4 RESIDENTIAL DEVELOPMENT, 17-7-10.12.12.A(1) JORDAN BLUFFS SUBAREAS 1-3 DEVELOPMENT, 17-7-12.9.B.1.a(i) REGIONAL COMMERCIAL RESIDENTIAL OVERLAY, 17-7-13.9.B.1.a(i) CLEAN INDUSTRIAL ZONE (CI), 17-7-17.11.B.1.a(i) TRANSIT-ORIENTED DEVELOPMENT OVERLAY ZONE (TODO) OF THE MIDVALE CITY MUNICIPAL CODE.

WHEREAS, pursuant to Utah Code Annotated Sections 10-8-84 and 10-9a-501 through 10-9a-503, Midvale City (“the City”) has authority to make and amend any regulation of or within zoning districts or any other provision of the land use ordinance to promote the prosperity, improve the morals, peace and good order, comfort, convenience, and aesthetics of the municipality; and

WHEREAS, on January 2, 2002, the Midvale City Zoning Ordinance, Title 17 of the Midvale City Municipal Code (the “Code”), became effective and is subject to amendments from time to time pursuant to Section 17-3-1 the Code; and

WHEREAS, pursuant to Section 16-04-010 of the Code, the City desires to promote the protection of public health, life and safety; protect the character and social and economic stability of all parts of the city; protect and preserve the value of land throughout the municipality; guide public and private policy and action; establish responsible standards; prevent pollution and degradation of air, streams, and ponds; preserve the natural beauty and topography; and provide for open spaces through the most effect design and layout of the land;

WHEREAS, pursuant to Section 17-1-1 of the Code, the City desires to promote coordinated development, redevelopment, effective use of land, and site planning; protect and promote public safety, health, and general welfare by providing adequate light and air, water and sewage control, police, fire and wetlands protection; and secure economy in governmental expenditures; and

WHEREAS, the City desires to amend Chapters 17-7-1.10.B.1.a(i) Single Family Residential Zone (SF-1), 17-7-2.10.B.1.a(i) Single Family Residential Zone (SF-2), 17-7-3.10.B.1.a(i) Multifamily Residential-Medium Density Zone (RM-12), 17-7-4.10.B.1.a(i) Multifamily Residential-Medium to High Density Zone (RM-25), 17-7-5.8.B.1.a(i) Mixed-Use Zone, 17-7-7.11.B.1.a(i) State Street Zone (SSC), 17-7-15.12.B.1.a(i) State Street Overlay Zone (SSOZ), 17-7-8.11.B.1.a(i) Transit-Oriented Development Zone (TOD), 17-7-9.9.B.1.a(i) Bingham Junction Zone (BJ), 17-7-10.11.2.B.2.a(i) Jordan Bluffs Subarea 4 Residential Development, 17-7-10.12.12.A(1) Jordan Bluffs Subareas 1-3 Development, 17-7-12.9.B.1.a(i) Reginal Commercial Residential Overlay, 17-7-13.9.B.1.a(i) Clean Industrial Zone (CI), 17-7-17.11.B.1.a(i) Transit-Oriented Development Overlay Zone (TODO) to remove proof of state licensure of child care facilities; and

WHEREAS, the Planning Commission held a public hearing on June 22, 2022, to review the

request for text amendments and, after considering all the information received, made a recommendation to approve the text amendment request to the City Council; and

WHEREAS, the City Council of Midvale City, Utah held a public hearing on _____, 2022; and

WHEREAS, after taking into consideration citizen testimony, planning analysis, and the Planning Commission’s recommendation as part of its deliberations, the City Council finds it is appropriate and within the best interest of the City to make changes to the Code.

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

Section 1. The following sections of the Midvale City Municipal Code are hereby amended as included in the following attachments to this document:

- Attachment A: Amending Chapters 17-7-1.10.B.1.a(i), 17-7-2.10.B.1.a(i), 17-7-3.10.B.1.a(i), 17-7-4.10.B.1.a(i), 17-7-5.8.B.1.a(i), 17-7-7.11.B.1.a(i), 17-7-15.12.B.1.a(i)
- Attachment B: Amending Chapters 17-7-8.11.B.1.a(i), 17-7-9.9.B.1.a(i), 17-7-10.11.2.B.2.a(i), 17-7-10.12.12.A(1), 17-7-12.9.B.1.a(i), 17-7-13.9.B.1.a(i), 17-7-17.11.B.1.a(i)

Section 2. This ordinance shall take effect upon the date of first publication.

PASSED AND APPROVED this ____ day of _____, 2022.

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: _____

Attachment A:

Chapters 17-7-1.10.B.1.a(i), 17-7-2.10.B.1.a(i), 17-7-3.10.B.1.a(i), 17-7-4.10.B.1.a(i), 17-7-5.8.B.1.a(i), 17-7-7.11.B.1.a(i), 17-7-15.12.B.1.a(i) are hereby amended to read as follows:

a. *Child Care Facility/Center*. Each application for child care facility or center must include:

i. ~~Proof of a state child care license;~~ **City business license application, to be finalized upon approval.**

ii. Compliance with state, federal and local law;

iii. A design which precludes a front yard playground and signage in excess of a two square foot nameplate; and

iv. A delivery, traffic and parking plan which adequately mitigates the adverse impacts of increased traffic generation on the neighborhood in which it is located.

Attachment B:

Chapters 17-7-8.11.B.1.a(i), 17-7-9.9.B.1.a(i), 17-7-10.11.2.B.2.a(i), 17-7-10.12.12.A(1), 17-7-12.9.B.1.a(i), 17-7-13.9.B.1.a(i), 17-7-17.11.B.1.a(i) are hereby amended to read as follows:

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 - ii. Compliance with state, federal and local law; and
 - iii. A delivery, traffic and parking plan which adequately mitigates the adverse impacts of increased traffic generation.



COUNCIL MEETING
Minutes

Tuesday July 19, 2022
Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: Mayor Marcus Stevenson

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

STAFF: Matt Dahl, City Manager; Rori Andreason, HR Director/City Recorder; Lisa Garner, City Attorney; Glen Kennedy, Public Works Director; Nate Rockwood, Community Development Director; Mariah Hill, Administrative Services Director; Christopher Butte, Economic Development Director; Adam Olsen, Senior Planner; Cody Hill, RDA Manager; Chief Randy Thomas, UPD; Chief Jason Mazuran, UPD; Lt. Ken Malone, UPD; Chief Brad Larson, UFA; Brad Jewitt, Emergency Manager; and Juan Rosario, Systems Administrator.

6:00 PM – REGULAR MEETING

Mayor Marcus Stevenson called the business meeting to order at 6:02 p.m.

I. GENERAL BUSINESS

A. WELCOME AND PLEDGE OF ALLEGIANCE

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

C. UNIFIED FIRE REPORT

Brad Larson reported on the Unified Fire Authority quarterly report from April to June. The new Midvale fire station is moving right along, and he is looking forward to the ribbon cutting. The name for the new station is JoAnn B. Seghini Midvale Station. He said they are currently testing for new recruits. The Unified Fire Authority budget was approved on June 21st and is available on the Unified Fire Authority website. He said they are gearing up for July 24th celebrations.

II. PUBLIC COMMENTS

There was no one who desired to speak.

III. COUNCIL REPORTS

A. Council Member Bryant Brown – said the individual over the parade wants to know if the council needs a vehicle for the parade. He said he thinks the jeeps are available again this year. He said the Harvest Days Committee needs to contact the parade chair to confirm. He said the townhomes on center street built a gravel drainage area which they use as a place for the dogs to expose their waste. He said this is not good for the water storm drains. He also asked that the curb and gutter be painted red for the Karate station north of 7800 South. He said it is a safety issue. He said this area needs a parking plan.

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

C. Council Member Paul Glover – thanked the staff for working with the citizens regarding the tree that fell on the house and cars by the park.

D. Council Member Dustin Gettel – said the Zion's ribbon cutting was amazing. The cafeteria is open to the public. He said there is an uptick from people regarding weed management within the city. He thanked Public Works for cutting down the weeds. He said there are a lot of weeds on 7200 S Catalpa and across the street by the fence at the stone company. He said the new 988 suicide number is active and up and running. Utah has a high suicide rate.

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

IV. MAYOR REPORT

Mayor Stevenson said he did his skate with the mayor event. It was a lot of fun, and they had a great turnout. He expressed his appreciation to the Chill Foundation for this event. He said the Harvest Days Committee needs additional volunteers for Harvest Days.

Council Member Dustin Gettel said to put it on social media.

Laura Magness said the committee decided not to put it on social media because some people will say yes but will not show up. She said to email events@midvale.com if anyone wants to volunteer.

Mayor Stevenson said last week he and Matt Dahl had lunch with both fire stations at Station 126, which was great. There was a story that came out in the news about the process of the Unified Police Department. He and Matt Dahl met with the Midvale Unified Police Officers to answer questions and took comments from the officers. He said they have made a commitment to continue to meet with the officers.

V. CITY MANAGER REPORT

Matt Dahl said he will be out of the office from Thursday to next Tuesday. Staff will be here to make sure everything is covered. He said he is still in the process of hiring an Assistant City Manager.

VI. DEPARTMENT REPORTS

A. COMMUNITY DEVELOPMENT/RDA DEPARTMENT REPORT

Nate Rockwood updated the council on the latest state legislation regarding requirements to do updated or new plans around all of the Trax stations. Staff has been working on this. Repairs on the Jordan River trail have been completed. The VACC station building has been completed at Jordan Bluffs. Salt Lake County have been out doing striping. Bingham Junction and Center Street have been corrected on the striping. Ribbon Cutting for Raising Cane's is on September 7th, and the Pretty Bird is on August 1st. Staff is applying for county grants for the Main Street food truck plaza, lighting and landscaping on Main Street, marketing campaign, and physical improvements on the canal. He said the Mural Festival turned out great, and the artwork is really pretty. Staff worked extremely hard in preparing for the festival. The feedback received from the artists has been that the event was an amazing experience.

Council Member Quinn Sperry said he received good feedback and comments on the murals.

VII. CONSENT AGENDA

A. CONSIDER MINUTES OF JUNE 21, 2022

MOTION: Council Member Paul Glover MOVED to Approve the Consent Agenda. The motion was SECONDED by Council Member Dustin Gettel. 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
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously.

VIII. ACTION ITEM

A. CONSIDERATION AND DIRECTION REGARDING MIDVALE CITY'S ROLE AS A MEMBER OF THE UNIFIED POLICE DEPARTMENT

Matt Dahl said Midvale City joined the Unified Police Department (UPD) in 2011. At that time, the UPD model of operating local precincts and sharing regional services (HR, Legal, SWAT, K9, investigations, forensics, evidence, etc.) with UPD Member Communities allowed for Midvale to continue the high level of service expected by its residents and achieve significant cost savings for the City's general fund. In 2011, Midvale City's UPD member fee was \$5,321,734. In Midvale's FY2023 budget, Midvale's UPD member fee, at \$11,786,484, will account for 46.3% of the general fund.

Given the significant impact that law enforcement has on Midvale City's budget, UPD's system of governance and Midvale's role within that system have been issues of concern. The basic rules of governance for UPD are outlined in an interlocal agreement, of which

all UPD Member Communities are a party. As outlined in the interlocal agreement, UPD is governed by a Board of Directors with representation from the UPD Member Communities. The UPD Board currently has eleven members, with Salt Lake County being the only community with two members. Currently, each member has an equal vote on non-budgetary issues and a limited weighted vote for the approval of the budget and budget amendments.

In 2020, Midvale City provided UPD with a list of reforms that the city felt would, among other things, improve governance by increasing transparency and proportional representation. These issues were discussed by the UPD Board, and some changes were made, including the addition of a limited weighted voting system. Most of the requested reforms were not adopted.

In June, Mayor Stevenson, with the support of the City Council, cast the sole “no” vote on during the adoption of UPD’s FY2023 budget. Midvale’s dissenting vote was the result of dissatisfaction with the budget process and the subsequent \$1,911,967 increase in Midvale’s member fee. This outcome has raised concerns among the Mayor, Council, and staff regarding Midvale’s ability to meaningfully influence budgetary decisions within UPD, which in turn dictate how nearly half of the City’s general fund is spent each year.

Following the vote on the UPD Budget, staff spoke individually with City Council members to gather their opinions regarding the outcome of the budget process, as well as on Midvale’s role as a member of the Unified Police Department. While opinions varied greatly among the City Council members, staff has attempted to summarize their opinions to facilitate discussion during the City Council meeting. One area of commonality among the City Council, Mayor, and Staff is their appreciation for the professionalism, dedication, and hard work provided by UPD’s officers, as well as recognition that we still receive the high level of service that was promised when Midvale joined UPD. Among a subset of City Council members there was support for the goal of bolstering the shared services model of law enforcement through Unified Police Department reforms that increase transparency, ensure equitable funding of shared services, reinforce cost controls, and enhance the devolution of the community precincts. Additionally, several reforms were discussed that could achieve this goal. Based on the discussion with the City Council members, staff has prepared a proposed list of reforms for consideration during the City Council meeting.

1. Voting. The weight of each member’s vote, on all issues, should be related to their population and financial contribution to the organization. However, members should also retain control over the budget, organization, leadership, resources, etc. of their local precinct.

2. Shared Service Formula and Transparency. The formula for setting member fees for shared services has not been modified since the creation of UPD. Over the course of its existence UPD’s membership, services, and budgeting practices have changed significantly. The shared services formula needs to be reviewed and modified to ensure it provides the most equitable funding model for the organization’s current membership. In order to facilitate the review, modification, and administration of the shared services

formula, greater detail on the cost, usage, and distribution of each shared service will be required.

3. Fund Balance. UPD must establish policies regarding its fund balance. Fund balance should be maintained at a level that is sufficient to insulate members from significant financial impacts during emergencies but should not be a regular tool for funding ongoing expenses or amassed without specific organizational goals. As a member funded organization, the transparent, strategic, and effective use of members' fees, including fund balance, should be a top organizational priority.

4. Local Branding Emphasis. The branding of equipment and uniforms for officers operating primarily in community precincts should emphasize the community. This change is intended to emphasize the primary responsibility of the local precinct to the community it serves. This change does not need to be completed immediately, but over time as equipment is replaced.

Staff is seeking direction on the following questions through the approval of a motion or motions:

1. How should Midvale proceed regarding their role as a member of the Unified Police Department?
2. If Midvale is to seek UPD reforms, what are Midvale City's priorities?
3. If Midvale is to seek UPD reforms, how should that be communicated to UPD and its Community Members?

Matt Dahl said he would like to table this item until the next council meeting for further discussion. The budget has been a concern and he would like to see reforms. He said they have expressed budget reforms; however, other issues did not make it far. He said his concerns are with communications and the final budget of a \$1.9 million dollar increase. He said there is a wide variety of views from council members regarding the Unified Police. Discussions have taken place regarding the shared services formula, branding, and budget transparency and reform.

Council Member Dustin Gettel asked what the timeline is for a revised letter with the intention of voting on it.

Matt said the goal would be as soon as possible; the next council meeting in August.

Council Member Paul Glover said he did not mind tabling the item that night if it will help, but he was concerned that if nothing gets changed, then he would have a problem with tabling the item.

Mayor Stevenson said having extra time will help. At the moment it would be set up to fail. He said the extra time would be beneficial.

Matt Dahl said the goal is to have discussions with stakeholders and get feedback. Having more time does allow time to make potential changes and progress.

Mayor Stevenson said requesting more time would allow us to be more effective not to hold off.

MOTION: Council Member Heidi Robinson **MOVED** to table Action item A to consideration and direction in regarding Midvale city's role as member in the Unified Police Department and hold first meeting in August. The motion was **SECONDED** by Council Member Quinn Sperry. 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
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	No
Council Member Dustin Gettel	No

The motion passed 3-2 in favor.

MOTION: Council Member Dustin Gettel **MOVED** to temporarily suspend the City Council meeting and attend the Redevelopment Agency meeting. The motion was **SECONDED** by Council Member Quinn Sperry. 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
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed 3-2 in favor.

The Council temporarily adjourned the City Council meeting at 6:57 p.m. to hold the Redevelopment Agency Meeting.

The Council reconvened at 7:13 p.m.

IX. CLOSED SESSION TO DISCUSS PURCHASE OR SALE OF REAL PROPERTY, OR PURCHASE, EXCHANGE, OR LEASE OF REAL PROPERTY AND TO DISCUSS THE CHARACTER, PROFESSIONAL COMPETENCE, OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL.

MAYOR: Mayor Marcus Stevenson

COUNCIL MEMBERS: Council Member Bryant Brown
Council Member Heidi Robinson

Council Member Paul Glover
Council Member Dustin Gettel
Council Member Quinn Sperry

STAFF: Matt Dahl, City Manager; Rori Andreason, HR Director/City Recorder; Lisa Garner, City Attorney; Glen Kennedy, Public Works Director; Nate Rockwood, Community Development Director; Mariah Hill, Administrative Services Director; and Christopher Butte, Economic Development Director.

MOTION: Council Member Dustin Gettel **MOVED** to go into the closed session to discuss purchase or sale of real property, or purchase exchange, or lease of real property and to discuss the character, professional competence, or physical or mental health of an individual. The motion was **SECONDED** by Council Member Bryant Brown. 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
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously.

The Council went into closed session at 7:14 p.m.

MOTION: Council Member Dustin Gettel **MOVED** to reconvene into the city council meeting. The motion was **SECONDED** by Council Member Bryant Brown. 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
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously.

The City Council reconvened into city council meeting at 7:43 PM

X. ADJOURN

MOTION: Council Member Paul Glover **MOVED** to adjourn the meeting. 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.

Proceedings of City Council Meeting
July 19, 2022

The meeting adjourned at 7:43 p.m.

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

Approved this 9th day of August 2022

PENDING



MIDVALE CITY COUNCIL SUMMARY REPORT

August 9, 2022

ITEM TYPE: Action

SUBJECT: Consideration and Direction Regarding Proposed Unified Police Department Reforms

SUBMITTED BY:

Matt Dahl, City Manager

SUMMARY:

Midvale City joined the Unified Police Department (UPD) in 2011. At that time, the UPD model of operating local precincts and sharing regional services (HR, Legal, SWAT, K9, investigations, forensics, evidence, etc.) with UPD Member Communities allowed for Midvale to continue the high level of service expected by its residents and achieve significant cost savings for the City's general fund. In 2011, Midvale City's UPD member fee was \$5,321,734. In Midvale's FY2023 budget, Midvale's UPD annual member fee increased by \$1,911,967 over FY2022, resulting in the current member fee of \$11,786,484.

Given the significant impact that law enforcement has on Midvale City's budget, UPD's system of governance and Midvale's role within that system have been issues of concern. The basic rules of governance for UPD are outlined in an interlocal agreement, of which all UPD Member Communities are a party. As outlined in the interlocal agreement, UPD is governed by a Board of Directors with representation from the UPD Member Communities. The UPD Board currently has eleven members, with Salt Lake County being the only community with two members. Currently, each member has an equal vote on non-budgetary issues and a weighted vote for the approval of the budget and budget amendments.

In June, Mayor Stevenson, with the support of the City Council, cast the sole "no" vote during the adoption of UPD's FY2023 budget. Midvale's dissenting vote was the result of dissatisfaction with the budget process and the subsequent \$1,911,967 increase in Midvale's member fee. This outcome has raised concerns among the Mayor, Council, and staff regarding Midvale's ability to meaningfully influence budgetary decisions within UPD, which in turn dictate how nearly half of the City's general fund is spent each year.

Following the vote on the UPD Budget, staff spoke individually with City Council members to gather their opinions regarding the outcome of the budget process, as well as on any other

issues they had with the finances or governance of the Unified Police Department. One area of commonality among the City Council, Mayor, and Staff is their appreciation for the professionalism, dedication, and hard work provided by UPD's officers, as well as recognition that we still receive the high level of service that was promised when Midvale joined UPD. Among a subset of City Council members there was support for the goal of bolstering the shared services model of law enforcement through Unified Police Department reforms that increase transparency, reinforce cost controls, and enhance the devolution of the community precincts. Following the meetings with the City Council members, staff began speaking with the UPD Administration and members of the UPD Board of Directors about Midvale's concerns. Based on those discussions, staff has prepared a list of potential UPD reform concepts for consideration by the City Council.

- 1. Budget Process Changes and Cost Controls:** The UPD budget process should be modified to encourage greater transparency, provide early and reliable data that supports the annual budget processes of UPD's member communities, and incorporate procedural steps to establish cost expectations and controls. In support of these changes, additional detail should be provided on the financial and operational performance of UPD's shared services to support the UPD Board's efforts to strategically control costs.
- 2. Organizational Evaluation:** An independent review of the operations and financial performance of UPD's shared services should be conducted to support the UPD Board's evaluation and decisions of the organizations annual budget.
- 3. Fund Balance.** UPD must establish policies regarding its use of fund balance associated with the shared services. The shared services fund balance should be maintained at a level that is sufficient to insulate members from significant financial impacts during emergencies, but should not be a regular tool for funding ongoing expenses or amassed without specific organizational goals. As a member-funded organization, the transparent, strategic, and effective use of members' fees, including fund balance, should be a top organizational priority. Beyond the aggregated fund balance of shared services, the fund balance of the precincts should be left largely under the control of the individual member communities.
- 4. Local Branding Emphasis.** The branding of equipment and uniforms for officers operating primarily in community precincts should emphasize the community. This change is intended to emphasize the primary responsibility of the local precinct to the community it serves. This change does not need to be completed immediately, but over time as equipment is replaced.

It should be noted that staff prepared a memo with a different set of reform proposals to facilitate a discussion during the July 19, 2022 City Council meeting. That discussion was tabled at the request of staff. The reforms proposed by staff have changed based on subsequent discussions with UPD stakeholders.

During the City Council meeting, staff will provide additional detail on the proposed reforms to facilitate the Council Member's discussion. Staff will seek direction on the following questions through the approval of a motion or motions:

1. How should Midvale proceed to address issues with the UPD Budget process, cost controls, and governance?

2. If Midvale is to seek UPD reforms, what are Midvale City's priorities?
3. If Midvale is to seek UPD reforms, how should that be communicated to UPD and its Community Members?



MIDVALE CITY COUNCIL SUMMARY REPORT

August 9, 2022

Consideration on acceptance of a purchase offer for a portion of the Center Street right-of-way (north side) located at approximately 100 W Center. (Adam Olsen)

PROJECT SUMMARY:

Applicant: Darren Nate
Assigned Planner: Adam Olsen
Property Address: 100 W Center
Existing Parcel: .090 acres (right-of-way)
Existing Zone: TOD
Related Applications: C-Street Towns Development

BACKGROUND:

Darren Nate, representing Ryker Development, LLC, appeared before the City Council on May 17, 2022 requesting right-of-way vacation for a portion of the Center Street right-of-way. The request accompanied preliminary and final plat approval for a project called “C Street Towns”, a 26-unit townhome development. The right-of-way vacation request was made to allow the development to more closely follow the City’s TOD code relating to building setbacks; among other reasons such as the right-of-way being in excess of what exists in the vicinity and absolving the City of ongoing maintenance and ownership of an area that had been used as a parking lot for a former restaurant (Joe Morley’s).

The Council approved the preliminary and final plats contingent on an appraisal of the area requested for right-of-way vacation, in addition to the applicant preparing all legal documents for the transfer of property. Mr. Nate obtained an appraisal which valued the property at \$11,800.00. Mr. Nate has prepared an offer to the City to sell the property for the appraised value of \$11,800.00.

The item is before the Council for consideration and finalization of the sale.

STAFF RECOMMENDATION:

Based on the condition of approval from May 17, 2022 being fulfilled, Staff recommends approval of the sale.

POTENTIAL MOTION:

I move that we approve the sale of property located at approximately 100 W Center, pursuant to the condition of approval given at the May 17, 2022 City Council meeting.

ALTERNATIVE ACTIONS:

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

1. Continue to a Date Certain. This action can be taken if the City Council needs additional information before making a decision, if there are issues that have not been resolved, or if the application is not complete.
2. Deny. This action can be taken if the City Council finds that the proposal does not warrant approval.

ATTACHMENTS:

- Area of Vacation
- Appraisal
- Purchase Offer
- Authorization to Dispose Letter

**MIDVALE CITY CORPORATION
RESOLUTION 2022-R-34**

**A RESOLUTION OF MIDVALE CITY, AUTHORIZING THE SALE OF A PORTION
OF THE CENTER STREET RIGHT-OF-WAY LOCATED AT APPROXIMATELY 100
WEST**

Whereas, the City Council conditionally approved the C Street Towns project on May 17th 2022, located at approximately 100 W Center, contingent on an appraisal for an area proposed for right-of-way vacation along Center Street; and

Whereas, at that same meeting (May 17th 2022), the City Council further stipulated that the applicant prepare all legal documents for the transfer of property requested for right-of-way vacation; and

Whereas, the applicant had the property appraised and the appraised value was shown to be \$11,800.00; and

Whereas, the applicant has prepared a purchase contract for the appraised value of \$11,800.00; and

Whereas, pursuant to Section 3.03.040 of the Midvale City Municipal Code, any real property with an estimated value of more than \$3,000 shall obtain City Council approval for its disposal; and

Whereas, the Council desires to dispose of such property through sale of said property,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF MIDVALE, UTAH, the Midvale City Council hereby approves the sale of a portion of the Center Street right-of-way at approximately 100 West for \$11,800.00.

This Resolution shall become effective immediately upon passage thereof.

Passed and Adopted by the City Council of Midvale City, State of Utah, this 9th day of August, 2022.

Marcus Stevenson, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

Voting by the City Council: “Aye”

“Nay”

Quinn Sperry

Paul Glover

Heidi Robinson

Bryant Brown

Dustin Gettel

RESTRICTED USE APPRAISAL REPORT

Strip of land

**Located at approximately
100 W. Center Street
Midvale, Utah**

APPRAISAL NO. 22-176

FOR

Mr. Adam Olsen

CHAD L. RIGBY, MAI

&

JEFFREY H. RIGBY

RESTRICTED USE APPRAISAL REPORT

CLIENT: Mr. Adam Olsen
Planning Director
7505 S. Holden St.
Midvale, UT 84047

APPRAISERS: Chad L. Rigby, MAI & Jeffrey H. Rigby
Rigby & Company
1466 North Highway 89 #220
Farmington, UT 84025

SUBJECT INFORMATION: The property under consideration is a 11.5-foot-wide strip of land located along the frontage of Center St. at approximately 100 W., Midvale, Salt Lake County, Utah.

The legal description for the property is:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 00°07'05" WEST 501.84 FEET AND SOUTH 89°52'55" WEST 688.04 FEET AND NORTH 37°19'49" WEST 62.16 FEET AND SOUTH 89°52'55" WEST 10.16 FEET FROM THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°07'05" EAST 12.87 FEET; THENCE NORTH 89°50'35" WEST 325.67 FEET; THENCE NORTH 00°07'05" WEST 11.31 FEET; THENCE NORTH 89°52'55" EAST 325.67 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,937 SQ. FT. OR 0.090 ACRES, MORE OR LESS

The subject site contains 0.090 acres.

The subject is currently zoned TOD by Midvale City. This zoning classification allows for and encourages high-quality transit-oriented development characterized by a mix of commercial and residential uses according to the municipal code of Midvale City.

SUBJECT OWNERSHIP AND HISTORY: The property under consideration is currently part of Center St. and under local government ownership.

INTENDED USE OF THE REPORT: To estimate the market value of the subject for internal management decisions.

INTEREST VALUED: The fee simple estate is considered in this analysis.

EFFECTIVE DATE OF APPRAISAL: May 31, 2022

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal, the appraisers visually inspected the subject property, its abutting properties, the neighborhood, and marketing area. All information is retained in the appraiser's files and is available upon request. The sales comparison is the most reliable approach when considering commercial properties similar to the subject and is therefore, the only approach considered in this report.

Sufficient information is retained in the appraiser's file for development of a narrative appraisal report.

HIGHEST AND BEST USE: The highest and best use of the subject is assemblage with the neighboring parcel to the north.

SALES COMPARISON APPROACH SUMMARY: Comparable commercial site sales from the subject's market area are considered as part of this appraisal process. Summary data relating to the comparables used in this report are noted on the following table. Following the table is a summary of adjustments and an estimated market value for the subject.

COMPARABLE SITE SALES

Comparable	Subject	1	2	3	4	5
Location	Approx. 100 W. Center St.	847 W. Center	51 W. Alabama	737 W. Center St.	7597-7589 S. Main St.	7718 S. Main St.
City	Midvale	Midvale	Midvale	Midvale	Midvale	Midvale
Zoning	TOD	C-2	TOD	MS-FBC	MS-FBC	MS-FBC
Size (AC)	0.09	0.26	0.29	0.22	0.28	0.27
Date		Aug-20	Oct-20	Mar-21	July-21	Apr-21
Price		\$133,575	\$190,000	\$282,500	\$239,000	\$300,000
Price/SF		\$11.79	\$15.04	\$29.48	\$19.59	\$25.50

Correlation of market data

The comparables used above are similar in some respects to the property under consideration and dissimilar in other respects. Adjustments are considered for various economic and physical characteristics. Please refer to the following paragraphs for additional information.

Property rights conveyed

Each sale was sold on a fee simple basis; therefore, no adjustments are necessary to these sales for property rights.

Financing

It appears that each sale was sold on a cash equivalent or all cash basis; therefore, no adjustments are necessary to bring these sales to cash equivalency.

Conditions of sale

The sales incorporated in this report are all arms length transactions with no undue duress evident.

Market conditions

Market conditions have improved over the time period outlined. We have assigned an upward 10% adjustment to Comparables 1 and 2 and a 5% upward adjustment to the remaining comparables for this category.

Other adjustments

Other adjustments for commercial sites include size, location, zoning, and developmental potential. Each adjustment is individually analyzed in the following paragraphs. Please refer to these paragraphs for further clarification after which the adjustment grid is located in this analysis for the mathematical calculations showing the adjustments and the resulting adjusted value by way of the traditional adjustment method of the sales comparison approach.

Location

Comparables 3, 4, and 5 are considered similar to the subject in location and do not warrant an adjustment for this category. Comparables 1 and 2 are inferior to the subject and are assigned an upward 15% adjustment for location.

Size

The comparables are all smaller commercial parcels. The subject is obviously smaller than the comparables; however, the adjustment for size is included in the developmental potential category.

Zoning

The comparables are considered similar to the subject in zoning and land use within their respective zoning classifications and do not require adjustments for this category.

Developmental potential

According to local market participants surplus land—usable land that cannot be separately described and developed but can only be used as an expansion of current improvements—is typically 40%-60% of the value of a site that can be fully developed. Land that cannot be used for any purpose other than assemblage due to configuration or topography with a neighboring property is closer to 5%-15% of the value of a standard parcel that can be fully developed. We have assigned an 90% downward adjustment to each of these comparables for their superiority to the subject in developmental potential.

BUILDING SALES ADJUSTMENT GRID

Comparable	1	2	3	4	5
Price/SF	\$11.79	\$15.04	\$29.48	\$19.59	\$25.50
Property rights	0%	0%	0%	0%	0%
Financing	0%	0%	0%	0%	0%
Cond. of sale	0%	0%	0%	0%	0%
Market conditions	10%	10%	5%	5%	5%
Location	15%	15%	0%	0%	0%
Size	0%	0%	0%	0%	0%
Zoning	0%	0%	0%	0%	0%
Dev. Potential	-90%	-90%	-90%	-90%	-90%
Net adjustments	-65%	-65%	-85%	-85%	-85%
Adjusted rent	\$4.13	\$5.26	\$4.42	\$2.94	\$3.83

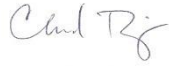
Sales comparison approach summary

The comparables used form an adjusted value range of between \$2.94 and \$5.26 per square foot. It is our opinion that an appropriate market value of the subject would be \$3.00 per square foot. Please refer to the following calculations for the market value estimate of the subject as per the sales comparison approach.

$$\begin{array}{rcl} 3,937 \text{ SF X } \$3.00 & = & \$11,811 \\ \text{ROUNDED} & & \text{\$11,800} \end{array}$$

Should you have any questions, please do not hesitate to contact our office.

Respectfully submitted,



Chad L. Rigby, MAI

Utah State-Certified General Appraiser
Certificate 5483673-CG00 Expires 5-31-24



Jeffrey H. Rigby

Utah State-Licensed Appraiser
Certificate 5485623-LA00 Expires 9-30-23

CERTIFICATION

The undersigned does hereby certify that:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Jeffrey H. Rigby made personal inspection of the property that is the subject of this report.
- We have not performed appraisal services on the subject building, of which the subject is a part, during the prior 36 months.
- No one provided significant real property appraisal assistance to the person signing this certification.
- As of the date of this report, Chad L. Rigby has completed the continuing education program of the Appraisal Institute.

June 24, 2022

Date

Chad L. Rigby, MAI



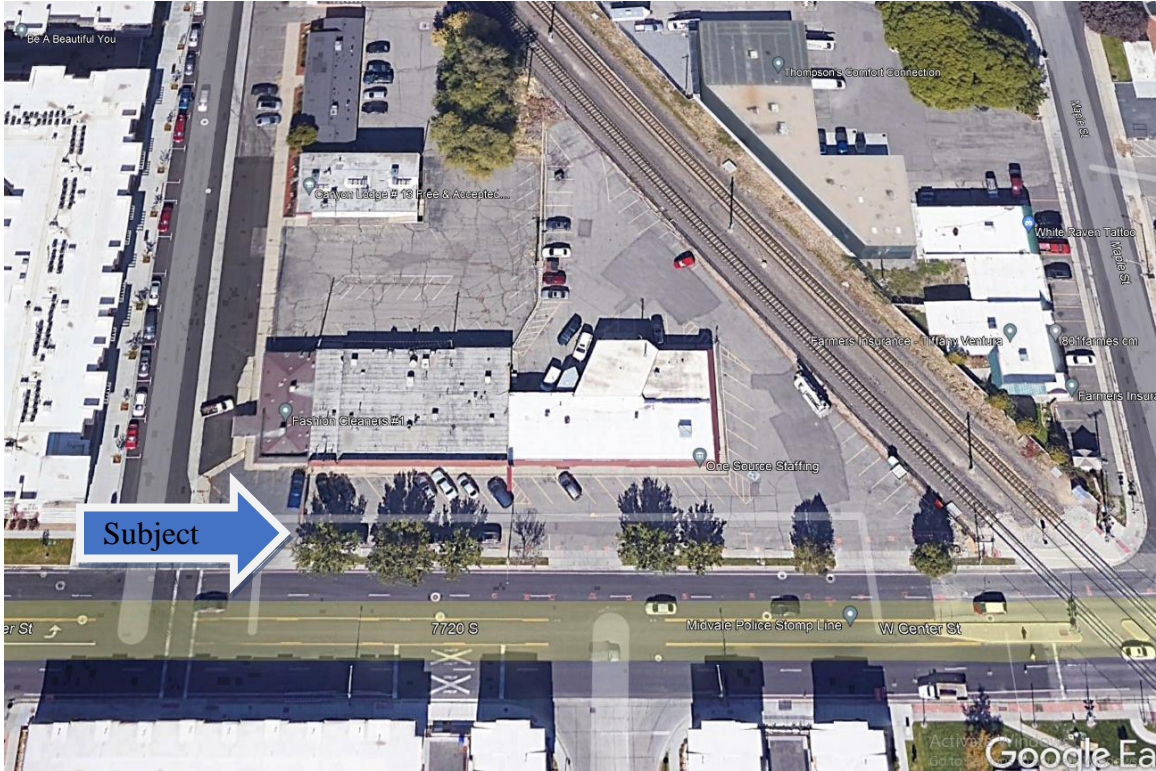
Utah State-Certified General Appraiser
Certificate 5483673-CG00 Expires 5-31-24

Jeffrey H. Rigby

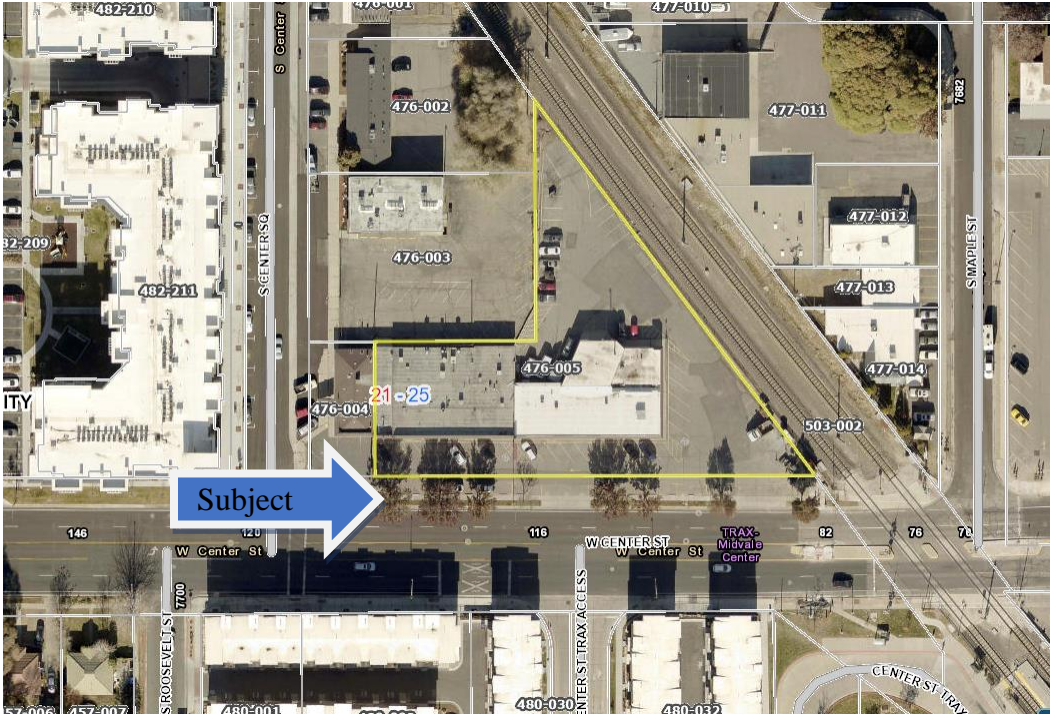


Utah State-Licensed Appraiser
Certificate 5485623-LA00 Expires 9-30-23

AERIAL PHOTO



PLAT MAP



SUBJECT PHOTOGRAPHS



Looking west along Center St. The subject is at right of photo.



Looking west across subject



Looking east along Center St. The subject is at left of photo.



Looking east across subject

ADDENDUM

QUALIFICATIONS OF CHAD L. RIGBY, MAI

Education

College: Graduated from Brigham Young University, April 1993.
Majored in Business Management, with emphasis in Finance

Advanced Study: Appraisal Institute Courses:

Real Estate Appraisal Course 1A1,
Basic Appraisal Principles
Boise Idaho, 1992

Real Estate Appraisal Course 1A2,
Appraisal Procedures
Salt Lake City, 1992

Standards of Professional Practice, Part A (USPAP)
Salt Lake City, 1993

Standards of Professional Practice, Part B
Salt Lake City, 1994

Appraisal Institute Course 310,
Basic Income Capitalization
Salt Lake City, 1996

Appraisal Institute Course 510,
Advanced Income Capitalization
Boulder CO, 1997

Appraisal Institute Course 540,
Report Writing and Valuation Analysis
Marylhurst, OR, 1997

Appraisal Institute Course 550,
Advanced Applications
South Jordan, UT, 1999

Appraisal Institute Course 430,
Standard of Professional Practice, Part C
Salt Lake City, UT, 1999

Professional: Member of the Appraisal Institute
(MAI #11763) Awarded June 2001

Certified General Appraiser - State of Utah
License Number 5483673-CG00

Experience

1990-1993 Research Assistant for Larry A. Rigby, MAI

1993-2000 Real Estate Appraiser employed by Larry A. Rigby, MAI

2000-Present Partner Rigby & Company—real estate appraisal, research, market analysis and consulting firm.

Types of Real Estate Appraised

Shopping Centers
Apartment Projects
Condominium Developments
Assisted Living Facilities
Alzheimer's Facilities
Service Stations
Retail Centers
Office Buildings
Industrial Buildings
Commercial Buildings
Various Types of Undeveloped Land
Subdivisions
Hotels, Motels and Restaurants
Partial takings for condemnation proceedings

Market studies performed

Condominium development
Mixed use commercial office and high density residential
Cooperative housing
Assisted living facility
Alzheimer's facility
Subsidized apartments
Age restricted apartments

Personal

DOB (5/3/69); married with 4 children

Residence: 1859 South Kay Drive, Kaysville, Utah

E-mail Address: chadrigbymai@gmail.com

FAX: (801) 451-0443

Mobile Phone: (801) 589-2699

Business Address: 1466 North Highway 89
Suite 220
Farmington, UT 84025

QUALIFICATIONS OF JEFFREY H. RIGBY

Education

College: Graduated from the University of Utah, December 2001.
Majored in Communications

Advanced Study: O'Brien Schools Preferred:

Real Estate Appraisal Course
Fundamental Appraisal - 101
Salt Lake City, UT 1998

Real Estate Appraisal Course
Appraising Residences – 102
Salt Lake City, UT 1998

Standards of Professional Practice (USPAP)
Salt Lake City, UT 1998

Appraisal Institute Course 310,
Basic Income Capitalization
Denver, CO, 2007

Appraisal Institute Course
General Market Analysis & Highest and Best Use
Pleasanton, CA, 2007

Appraisal Institute Course
General Site Valuation & Cost Approach
Online, 2015

Appraisal Institute Course
General Sales Comparison Approach
Online, 2015

Appraisal Institute Course
General Income Approach Part I
Online, 2016

Appraisal Institute Course
General Income Approach Part II
Online, 2016

Appraisal Institute Course
General Report Writing and Case Studies
Online, 2017

Professional: Licensed Appraiser - State of Utah
Licensed Number 5485623 – LA00

Experience

1998-2006 Research Assistant for Rigby & Company
2006-2009 Appraiser Trainee employed by Rigby & Company
2009-present Licensed Appraiser employed by Rigby & Company

Types of Real Estate Appraised

Retail Centers
Condominium Developments
Industrial Buildings
Commercial Buildings
Numerous Types of Undeveloped Land
Residential, Commercial, and Industrial Subdivisions
Automotive Dealerships
Medical Buildings
Automotive Repair Shops
Retail Buildings
Storage Facilities

Personal

DOB (7/16/77); married with 5 children
Residence: 319 E 1375 S
Kaysville, UT 84037
Business Phone: (801) 451-9888
FAX: (801) 451-0443
E-Mail: jhrigby42@gmail.com
Business Address: 1466 North Highway 89 #220
Farmington, UT 84025

REAL ESTATE PURCHASE CONTRACT FOR LAND

This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 29TH day of JUNE, 2022 ("Offer Reference Date") C STREET TOWNHOMES, LLC ("Buyer") offers to purchase from MIDVALE CITY ("Seller") the Property described below and delivers to the Buyer's Brokerage with this offer, or agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of \$ NONE in the form of N/A. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage N/A Phone: _____

Received by: N/A on _____ (Date)
(Signature above acknowledges receipt of Earnest Money)

OTHER PROVISIONS

1. PROPERTY: 3,937 SQUARE FEET ALONG SOUTH EDGE OF CENTER STREET AT 100 WEST
also described as: SEE ATTACHED LEGAL DESCRIPTION

City of MIDVALE County of SALT LAKE, State of Utah, Zip 84047 (the "Property").

Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 Included Items (specify) N/A

1.2 Excluded Items (specify) N/A

1.3 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: N/A

2. PURCHASE PRICE. The Purchase Price for the Property is \$ 11,800.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

\$ <u>0</u>	(a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non refundable.
\$ <u>0</u>	(b) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.
\$ <u>0</u>	(c) Seller Financing (see attached Seller Financing Addendum)
\$ <u>11,800.00</u>	(d) Balance of Purchase Price in Cash at Settlement
\$ <u>11,800.00</u>	PURCHASE PRICE. Total of lines (a) through (d)

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain) _____

3.4 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain) _____

The provisions of this Section 3.4 shall survive Closing.

3.5 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.5 shall survive Closing.

3.6 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: Upon Closing; _____ Hours after Closing; _____ Calendar Days after Closing; Other (explain) _____

Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent N/A, represents Seller both Buyer and Seller as a Limited Agent;
Seller's Brokerage N/A, represents Seller both Buyer and Seller as a Limited Agent;
Buyer's Agent N/A, represents Buyer both Buyer and Seller as a Limited Agent;
Buyer's Brokerage N/A, represents Buyer both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section 10.2;
- (b) a Commitment for Title Insurance as referenced in Section 6.1;
- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;

- (f) evidence of any water rights and/or water shares referenced in Section 1.3;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and
- (h) Other (specify) N/A

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: IS IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: WILL WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$ NONE. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ARE ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: Addendum No. _____
 Seller Financing Addendum Other (specify) _____

10. AS-IS CONDITION OF PROPERTY.

10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: SHALL MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

DW

6/29/22

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

- (a) Seller Disclosure Deadline NO DISCLOSURES REQUIRED (Date)
- (b) Due Diligence Deadline 10 DAYS AFTER ACCEPTANCE (Date)
- (c) Financing & Appraisal Deadline N/A (Date)
- (d) Settlement Deadline 30 DAYS AFTER ACCEPTANCE (Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 [] AM [X] PM Mountain Time on 7/8/22 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

W. Smith, MANAGER 6/29/22 _____ (Offer Date)
 (Buyer's Signature) (Offer Date) (Buyer's Signature) (Offer Date)

DARREN NATE, MANAGER PO BOX 1722 DRAPER, UT 84020 801-910-6530
 (Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

 (Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

- ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.
- COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.
- REJECTION:** Seller rejects the foregoing offer.

 (Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

 (Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

 (Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

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

MEMO

To: Matt Dahl, City Manager
CC: Mariah Hill, Administrative Services Director
From: Susan Stengel, Procurement/Contract Analyst
Date: 20 July 2022

RE: Surplus Property Disposal Request and Authorization to Dispose

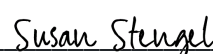
Midvale City’s Community Development Director would like to surplus a piece of property located along the frontage of Center Street and approximately 100 West. The property is a 11.5 foot wide strip of land and is unused. The parcel’s total area is 0.09 acre and has an appraised value of \$11,800.00. Attached is an independent appraisal conducted by Rigby & Company.


Section 3.03.040 of the Midvale City Code addresses the disposal of surplus property. To dispose of surplus property, the following must occur:

1. Department Heads must give notice to the City Manager and Procurement Officer of surplus property within control of the department.
2. If real property, or personal property with an estimated value of more than \$3,000, the City Council must approve of its disposal.
3. Disposal of a significant parcel of real property requires a public comment period.

Based on the appraisal and the recommendation of Midvale City’s Community Development Director, it is recommended to surplus the property and offer up the land for the purchase price of 11,800.00.

Approved:

DocuSigned by:

 Susan Stengel, Procurement/Contract Analyst 7/20/2022 Date

DocuSigned by:

 Matt Dahl, City Manager 7/20/2022 Date

RESTRICTED USE APPRAISAL REPORT

Strip of land

**Located at approximately
100 W. Center Street
Midvale, Utah**

APPRAISAL NO. 22-176

FOR

Mr. Adam Olsen

CHAD L. RIGBY, MAI

&

JEFFREY H. RIGBY

RESTRICTED USE APPRAISAL REPORT

CLIENT: Mr. Adam Olsen
Planning Director
7505 S. Holden St.
Midvale, UT 84047

APPRAISERS: Chad L. Rigby, MAI & Jeffrey H. Rigby
Rigby & Company
1466 North Highway 89 #220
Farmington, UT 84025

SUBJECT INFORMATION: The property under consideration is a 11.5-foot-wide strip of land located along the frontage of Center St. at approximately 100 W., Midvale, Salt Lake County, Utah.

The legal description for the property is:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 00°07'05" WEST 501.84 FEET AND SOUTH 89°52'55" WEST 688.04 FEET AND NORTH 37°19'49" WEST 62.16 FEET AND SOUTH 89°52'55" WEST 10.16 FEET FROM THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°07'05" EAST 12.87 FEET; THENCE NORTH 89°50'35" WEST 325.67 FEET; THENCE NORTH 00°07'05" WEST 11.31 FEET; THENCE NORTH 89°52'55" EAST 325.67 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,937 SQ. FT. OR 0.090 ACRES, MORE OR LESS

The subject site contains 0.090 acres.

The subject is currently zoned TOD by Midvale City. This zoning classification allows for and encourages high-quality transit-oriented development characterized by a mix of commercial and residential uses according to the municipal code of Midvale City.

SUBJECT OWNERSHIP AND HISTORY: The property under consideration is currently part of Center St. and under local government ownership.

INTENDED USE OF THE REPORT: To estimate the market value of the subject for internal management decisions.

INTEREST VALUED: The fee simple estate is considered in this analysis.

EFFECTIVE DATE OF APPRAISAL: May 31, 2022

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal, the appraisers visually inspected the subject property, its abutting properties, the neighborhood, and marketing area. All information is retained in the appraiser's files and is available upon request. The sales comparison is the most reliable approach when considering commercial properties similar to the subject and is therefore, the only approach considered in this report.

Sufficient information is retained in the appraiser's file for development of a narrative appraisal report.

HIGHEST AND BEST USE: The highest and best use of the subject is assemblage with the neighboring parcel to the north.

SALES COMPARISON APPROACH SUMMARY: Comparable commercial site sales from the subject's market area are considered as part of this appraisal process. Summary data relating to the comparables used in this report are noted on the following table. Following the table is a summary of adjustments and an estimated market value for the subject.

COMPARABLE SITE SALES

Comparable	Subject	1	2	3	4	5
Location	Approx. 100 W. Center St.	847 W. Center	51 W. Alabama	737 W. Center St.	7597-7589 S. Main St.	7718 S. Main St.
City	Midvale	Midvale	Midvale	Midvale	Midvale	Midvale
Zoning	TOD	C-2	TOD	MS-FBC	MS-FBC	MS-FBC
Size (AC)	0.09	0.26	0.29	0.22	0.28	0.27
Date		Aug-20	Oct-20	Mar-21	July-21	Apr-21
Price		\$133,575	\$190,000	\$282,500	\$239,000	\$300,000
Price/SF		\$11.79	\$15.04	\$29.48	\$19.59	\$25.50

Correlation of market data

The comparables used above are similar in some respects to the property under consideration and dissimilar in other respects. Adjustments are considered for various economic and physical characteristics. Please refer to the following paragraphs for additional information.

Property rights conveyed

Each sale was sold on a fee simple basis; therefore, no adjustments are necessary to these sales for property rights.

Financing

It appears that each sale was sold on a cash equivalent or all cash basis; therefore, no adjustments are necessary to bring these sales to cash equivalency.

Conditions of sale

The sales incorporated in this report are all arms length transactions with no undue duress evident.

Market conditions

Market conditions have improved over the time period outlined. We have assigned an upward 10% adjustment to Comparables 1 and 2 and a 5% upward adjustment to the remaining comparables for this category.

Other adjustments

Other adjustments for commercial sites include size, location, zoning, and developmental potential. Each adjustment is individually analyzed in the following paragraphs. Please refer to these paragraphs for further clarification after which the adjustment grid is located in this analysis for the mathematical calculations showing the adjustments and the resulting adjusted value by way of the traditional adjustment method of the sales comparison approach.

Location

Comparables 3, 4, and 5 are considered similar to the subject in location and do not warrant an adjustment for this category. Comparables 1 and 2 are inferior to the subject and are assigned an upward 15% adjustment for location.

Size

The comparables are all smaller commercial parcels. The subject is obviously smaller than the comparables; however, the adjustment for size is included in the developmental potential category.

Zoning

The comparables are considered similar to the subject in zoning and land use within their respective zoning classifications and do not require adjustments for this category.

Developmental potential

According to local market participants surplus land—usable land that cannot be separately described and developed but can only be used as an expansion of current improvements—is typically 40%-60% of the value of a site that can be fully developed. Land that cannot be used for any purpose other than assemblage due to configuration or topography with a neighboring property is closer to 5%-15% of the value of a standard parcel that can be fully developed. We have assigned an 90% downward adjustment to each of these comparables for their superiority to the subject in developmental potential.

BUILDING SALES ADJUSTMENT GRID

Comparable	1	2	3	4	5
Price/SF	\$11.79	\$15.04	\$29.48	\$19.59	\$25.50
Property rights	0%	0%	0%	0%	0%
Financing	0%	0%	0%	0%	0%
Cond. of sale	0%	0%	0%	0%	0%
Market conditions	10%	10%	5%	5%	5%
Location	15%	15%	0%	0%	0%
Size	0%	0%	0%	0%	0%
Zoning	0%	0%	0%	0%	0%
Dev. Potential	-90%	-90%	-90%	-90%	-90%
Net adjustments	-65%	-65%	-85%	-85%	-85%
Adjusted rent	\$4.13	\$5.26	\$4.42	\$2.94	\$3.83

Sales comparison approach summary

The comparables used form an adjusted value range of between \$2.94 and \$5.26 per square foot. It is our opinion that an appropriate market value of the subject would be \$3.00 per square foot. Please refer to the following calculations for the market value estimate of the subject as per the sales comparison approach.


3,937 SF X \$3.00	=	\$11,811
ROUNDED		\$11,800

Should you have any questions, please do not hesitate to contact our office.

Respectfully submitted,


Chad L. Rigby, MAI

Utah State-Certified General Appraiser
Certificate 5483673-CG00 Expires 5-31-24


Jeffrey H. Rigby

Utah State-Licensed Appraiser
Certificate 5485623-LA00 Expires 9-30-23

CERTIFICATION

The undersigned does hereby certify that:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Jeffrey H. Rigby made personal inspection of the property that is the subject of this report.
- We have not performed appraisal services on the subject building, of which the subject is a part, during the prior 36 months.
- No one provided significant real property appraisal assistance to the person signing this certification.
- As of the date of this report, Chad L. Rigby has completed the continuing education program of the Appraisal Institute.

June 24, 2022

Date

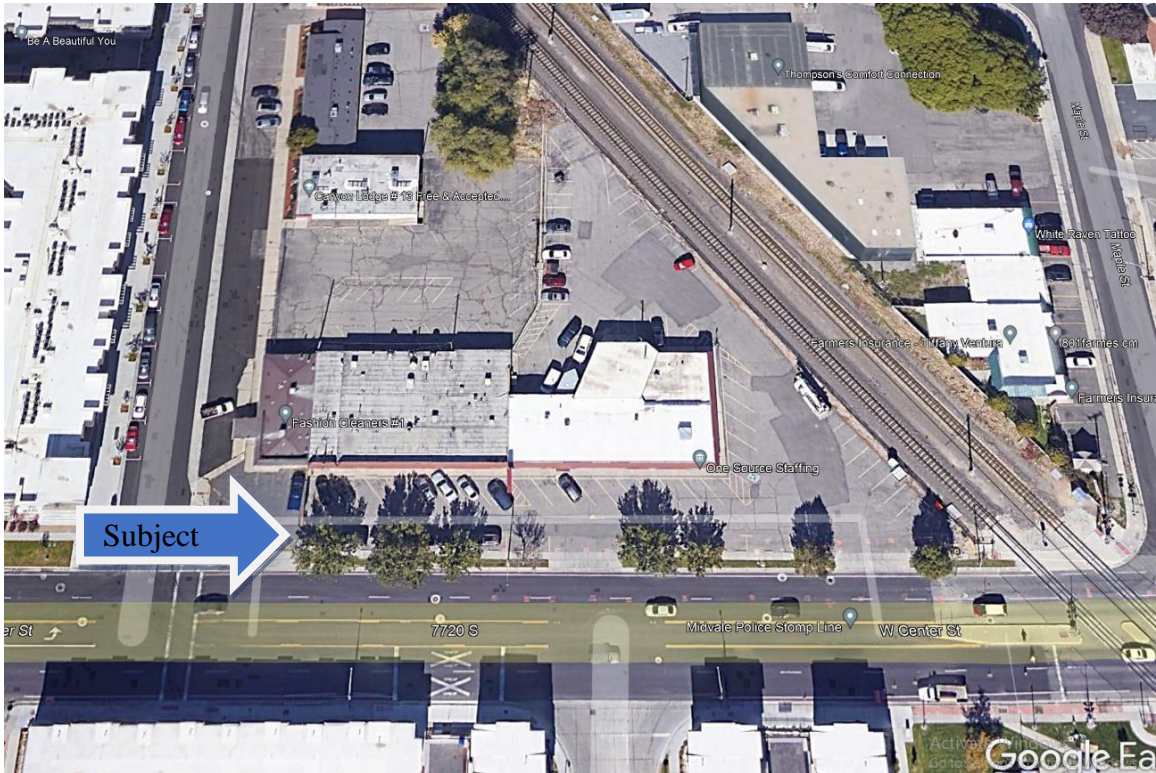
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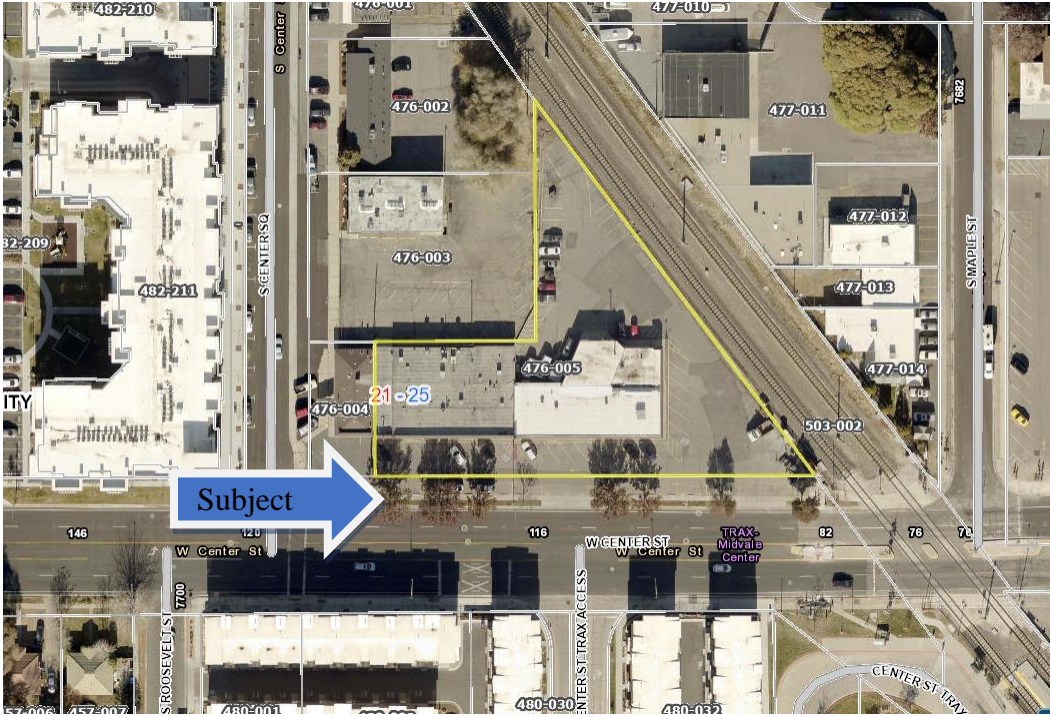
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AERIAL PHOTO



PLAT MAP



SUBJECT PHOTOGRAPHS



Looking west along Center St. The subject is at right of photo.



Looking west across subject



Looking east along Center St. The subject is at left of photo.



Looking east across subject

ADDENDUM

QUALIFICATIONS OF CHAD L. RIGBY, MAI

Education

College: Graduated from Brigham Young University, April 1993.
Majored in Business Management, with emphasis in Finance

Advanced Study: Appraisal Institute Courses:

Real Estate Appraisal Course 1A1,
Basic Appraisal Principles
Boise Idaho, 1992

Real Estate Appraisal Course 1A2,
Appraisal Procedures
Salt Lake City, 1992

Standards of Professional Practice, Part A (USPAP)
Salt Lake City, 1993

Standards of Professional Practice, Part B
Salt Lake City, 1994

Appraisal Institute Course 310,
Basic Income Capitalization
Salt Lake City, 1996

Appraisal Institute Course 510,
Advanced Income Capitalization
Boulder CO, 1997

Appraisal Institute Course 540,
Report Writing and Valuation Analysis
Marylhurst, OR, 1997

Appraisal Institute Course 550,
Advanced Applications
South Jordan, UT, 1999

Appraisal Institute Course 430,
Standard of Professional Practice, Part C
Salt Lake City, UT, 1999

Professional: Member of the Appraisal Institute
(MAI #11763) Awarded June 2001

Certified General Appraiser - State of Utah
License Number 5483673-CG00

Experience

1990-1993 Research Assistant for Larry A. Rigby, MAI

1993-2000 Real Estate Appraiser employed by Larry A. Rigby, MAI

2000-Present Partner Rigby & Company—real estate appraisal, research, market analysis and consulting firm.

Types of Real Estate Appraised

Shopping Centers
Apartment Projects
Condominium Developments
Assisted Living Facilities
Alzheimer's Facilities
Service Stations
Retail Centers
Office Buildings
Industrial Buildings
Commercial Buildings
Various Types of Undeveloped Land
Subdivisions
Hotels, Motels and Restaurants
Partial takings for condemnation proceedings

Market studies performed

Condominium development
Mixed use commercial office and high density residential
Cooperative housing
Assisted living facility
Alzheimer's facility
Subsidized apartments
Age restricted apartments

Personal

DOB (5/3/69); married with 4 children

Residence: 1859 South Kay Drive, Kaysville, Utah

E-mail Address: chadrigbymai@gmail.com

FAX: (801) 451-0443

Mobile Phone: (801) 589-2699

Business Address: 1466 North Highway 89
Suite 220
Farmington, UT 84025

QUALIFICATIONS OF JEFFREY H. RIGBY

Education

College: Graduated from the University of Utah, December 2001.
Majored in Communications

Advanced Study: O'Brien Schools Preferred:

Real Estate Appraisal Course
Fundamental Appraisal - 101
Salt Lake City, UT 1998

Real Estate Appraisal Course
Appraising Residences – 102
Salt Lake City, UT 1998

Standards of Professional Practice (USPAP)
Salt Lake City, UT 1998

Appraisal Institute Course 310,
Basic Income Capitalization
Denver, CO, 2007

Appraisal Institute Course
General Market Analysis & Highest and Best Use
Pleasanton, CA, 2007

Appraisal Institute Course
General Site Valuation & Cost Approach
Online, 2015

Appraisal Institute Course
General Sales Comparison Approach
Online, 2015

Appraisal Institute Course
General Income Approach Part I
Online, 2016

Appraisal Institute Course
General Income Approach Part II
Online, 2016

Appraisal Institute Course
General Report Writing and Case Studies
Online, 2017

Professional: Licensed Appraiser - State of Utah
Licensed Number 5485623 – LA00

Experience

1998-2006 Research Assistant for Rigby & Company
2006-2009 Appraiser Trainee employed by Rigby & Company
2009-present Licensed Appraiser employed by Rigby & Company

Types of Real Estate Appraised

Retail Centers
Condominium Developments
Industrial Buildings
Commercial Buildings
Numerous Types of Undeveloped Land
Residential, Commercial, and Industrial Subdivisions
Automotive Dealerships
Medical Buildings
Automotive Repair Shops
Retail Buildings
Storage Facilities

Personal

DOB (7/16/77); married with 5 children
Residence: 319 E 1375 S
Kaysville, UT 84037
Business Phone: (801) 451-9888
FAX: (801) 451-0443
E-Mail: jhrigby42@gmail.com
Business Address: 1466 North Highway 89 #220
Farmington, UT 84025



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: August 9th, 2022

SUBJECT: Discussion and Request for Motion to Approve the Purchase of Water Division Equipment/Vehicles

SUBMITTED BY: Glen Kennedy, Midvale City Public Works Director

SUMMARY: The water division is requesting and need of the purchase of two pieces of equipment.

The first is a Hydro-Excavator and will be an addition to the fleet, and with approval, would be procured via a cooperative purchasing agreement through Sourcewell, which the City is a member and is allowed through the City purchasing policy. Currently there is a chassis and build slot available.

The second is a Utility Truck, replacing the current Utility Truck which has been in service 8 years and was up for replacement last year, however the chassis required wasn't available to due to manufacturer supply issues. The fleet manager was able to acquire a chassis and a build slot is available.

Due to the current supply and demand issues, there will be a request to suspend the rules to both discuss and take action on approving these vehicles to avoid losing out on availability and to expedite delivery.

Both the hydro-excavator and utility truck purchases were approved as part of annual budget processes and are built into the CFSP put together in conjunction with the recent utility rate study. However, both purchases exceed \$100,000 requiring them to be specifically brought to Council for another approval.

Fiscal Impact – Hydro Excavator, \$524,876.15
Utility Truck Build, \$105,429.83

Attachments – Semi Service Inc. Quote for Utility Truck via State Contract
Vac Con Quote for Hydro Excavator via Sourcewell Contract

RECOMMENDED MOTION: I move to approve the purchase of a Hydro Excavator and Utility Truck Build for the Public Works Water Department as presented.



MIDVALE CITY COUNCIL SUMMARY REPORT

August 9, 2022

SUBJECT: Discussion regarding the adopted rules and regulations of the City Cemetery, specifically upright headstones (markers). The current issues include enforcement of the adopted rules and exemptions given to plot owners for upright markers.

SUBMITTED BY: Jerimie Thorne, Deputy Public Works Director

SUMMARY:

The City's governing body has not updated the "rules and regulations" of the Cemetery as it pertains to headstones (markers) since its adoption in 1978. Since the adoption, City staff has undergone numerous changes resulting in varying levels of enforcement and exceptions to the rules. As a result, the adopted rules are not published and have had multiple interpretations by City staff. An overview of the impact uprights have on staff performing burials and maintenance at the Cemetery will be presented, along with recommendations for rules and regulations. Finally, City Staff is looking for a decision or confirmation on upright headstones to move forward equitably for all plot owners, allowing staff to respond and inform the plot owners, their families, and industry professionals who service the Cemetery.

ATTACHMENTS:

Rules and Regulations of the Midvale City Cemetery (upright headstone revision)- Effective January 1, 1941, Amended August 15, 1978.

RULES AND REGULATIONS OF THE MIDVALE CITY CEMETERY
EFFECTIVE January 1, 1941, REVISED October 1, 1952
AMENDED August 25, 1964, AMENDED August 15, 1978

From and after August 15, 1978, any persons buying lots in the Midvale City Cemetery, or using lots therein, shall do so subject to and in accordance with the following rules and regulations:

1. There shall be a cemetery committee composed of three members of the Midvale City Council, which committee shall have general supervision over the use, development, maintenance and sale of lots in the cemetery.

2. Subject to the general control aforesaid, the sexton of the Midvale City Cemetery shall have control of the operation of the Cemetery.

3. The price of cemetery lots, including perpetual care upon such lots, shall be as follows:

<u>MIDVALE RESIDENT</u>	<u>SINGLE GRAVE</u>	<u>PERPETUAL CARE</u>	<u>TOTAL COST</u>
ADULT GRAVE	\$ 150.00	\$ 50.00	\$ 200.00
INFANT GRAVE	75.00	25.00	100.00
<u>NON-RESIDENT</u>			
ADULT GRAVE	262.50	87.50	350.00
INFANT GRAVE	131.25	43.75	175.00
ADULT GRAVE OPENING	\$ 75.00		
INFANT GRAVE OPENING	35.00		

Twenty five percent of the gross amount of the sale of the cemetery lot is to go into the perpetual care fund.

4. Persons desiring to purchase lots may make their selection from plats to be furnished by the City office, whereupon they shall pay the required amount, in full, as hereinabove set forth with the City Clerk and obtain a receipt therefore.

5. No grave shall be opened upon any lot upon which there is a balance due and unpaid unless and until the full amount thereof is paid.

6. Any person desiring to have a grave opened in the Midvale City Cemetery shall first pay to the City office all amounts stipulated above to be paid, and obtain from the City office a written receipt showing that all amounts required to be paid have been paid, and then the sexton shall proceed to open such grave.

7. No headstones or markers of any kind shall be installed upon any lot upon which the full purchase price is not paid.

8. All headstones and markers shall be installed with the approval and under the supervision of the City Sexton. The owners of a full lot may erect upon such lot one, and only one, large family marker to be placed upon whichever corner of said lot shall be designated by the sexton. With the above exception,

all headstones and markers shall be flat and shall not project above the level of the earth, all markers shall be installed with a sufficient foundation to prevent tipping or settling. The margin shall also be determined by the Sexton.

9. No person shall dig upon grave surfaces or plant any shrubs, trees or other plants in the City Cemetery.

10. No transfers of graves may be made. They may be sold only to Midvale City with purchase price refunded, but they cannot be sold to another person. However, a grave may be designated for another person's burial by a written, notarized designation left on file with the City by the grave OWNER.

11. It shall be permissible to place identical or similar headstones or markers in cemetery lots already established previous to April 15, 1941, with the exception of family monuments, of which only one may be erected for each full lot as hereinbefore stated. Flat markers will be required in any lot, regardless of date of purchase, if no markers have been placed prior to April 15, 1941.

12. Normal rule for burial:

Wife buried on left of husband.

Body buried facing East.

1st baby buried in West half of Grave.

No wooden boxes for burial shall be permitted.

13. DISINTERRMENT OR REINTERRMENT - Cash - To be determined upon the actual cost at the time such work is done.

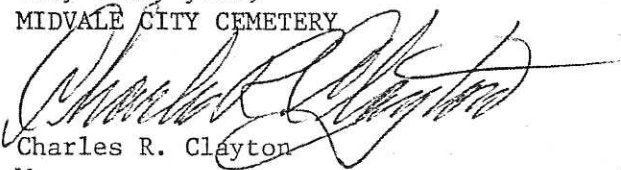
14. REGULAR LOT AND GRAVE DESIGNATIONS AND DIVIDED LOT DESIGNATIONS ARE ON THE FOLLOWING PAGE.

Enclosed is a copy of the "Rules & Regulations of the Midvale City Cemetery" and a form to be signed by everyone that has a grave opened in the Midvale City Cemetery.

Please note that these "Rules and Regulations" have been in effect since January 1, 1941 and the most recent amendment is the form to be signed.

This means that only the owners of a full lot (8 graves) may erect one, and only one, large family marker and all other headstones or markers must be flat. No headstones or markers are to be installed at any time without the approval and under the supervision of the Cemetery sexton.

Very truly your,
MIDVALE CITY CEMETERY


Charles R. Clayton
Mayor

rb