



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

**MIDVALE CITY COUNCIL REGULAR MEETING
AGENDA
MAY 16, 2023**

PUBLIC NOTICE IS HEREBY GIVEN that the **Midvale City Council** will hold a regular meeting on the **16th day of May 2023** 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. **Public comments may be submitted electronically to the City Council at www.Midvalecity.org/government/contact-us by 5:00pm on May 15th and will be included in the record.**

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

5:00 PM – 7:00 PM – TOUR OF PUBLIC WORKS

7:00 PM - REGULAR MEETING

I. GENERAL BUSINESS

- A. WELCOME AND PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. Unified Police Department Report
- D. Proclamation Recognizing the Canyons School District Teachers of the Year
 - Maxwell Eddington – Teacher of the Year
 - Rachel Teasley – Finalist
 - Tasha Jensen - Finalist
- E. National Public Works Week Proclamation

II. PUBLIC COMMENTS

Any person wishing to comment on any item not otherwise scheduled for a 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. MAYOR REPORT

- A. Mayor Marcus Stevenson

IV. COUNCIL REPORTS

- A. Councilmember Quinn Sperry
- B. Councilmember Bryant Brown

- C. Councilmember Heidi Robinson
- D. Councilmember Paul Glover
- E. Councilmember Dustin Gettel

V. CITY MANAGER REPORT

VI. CONSENT

- A. Consider Minutes of May 2, 2023 [**Rori Andreason, HR Director/City Recorder**]

VII. ACTION ITEMS

- A. Consider **Resolution No. 2023-R-19** Authorizing the Mayor to execute a 2023 TRCC Interlocal Agreement with Salt Lake County for Canal Trails Implementation [**Aubrey Ruiz, Community Development Executive Assistant**]
- B. Review and Approval of **Resolution No. 2023-R-20** Adopting the Updated Board and Committee Assignments for Midvale City [**Matt Dahl, City Manager**]

VIII. POSSIBLE CLOSED SESSION

The City Council may, by motion, enter into a Closed Session for:

- A. Discussion of the Character, Professional Competence or Physical or Mental Health of an Individual;
- B. Strategy sessions to discuss pending or reasonably imminent litigation;
- C. Strategy sessions to discuss the purchase, exchange, or lease of real property;
- D. Discussion regarding deployment of security personnel, devices, or systems; and
- E. Investigative proceedings regarding allegations of criminal misconduct.

IX. 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: MAY 11, 2023

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

Whereas, our public works professionals focus on infrastructure, facilities and services that are of vital importance to a sustainable and resilient community and to the public health, high quality of life and well being of the people of Midvale City; and

Whereas, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers and employees at all levels of government, who are responsible for rebuilding, improving and protecting our City's roadways, parks, water supply, waste water systems, flood control infrastructure, public buildings, and other structures and facilities essential for our citizens; and

Whereas, it is in the public interest for the citizens, civic leaders and our entire Midvale community to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs, services and duties; and

Whereas, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association.

Now, Therefore, let it be resolved that Mayor Marcus Stevenson and the City Council of Midvale City, hereby proclaim the week May 21-27, 2023 as National Public Works Week; and urge all citizens and civic leaders to honor our public works professionals, engineers, managers and employees and recognize the substantial contributions they make to protecting our health, safety, and quality of life.

ADOPTED on this 16th day of May 2023.

Marcus Stevenson, Mayor

Dustin Gettel, Council Member

Paul Glover, Council Member

Quinn Sperry, Council Member

Bryant Brown, Council Member

Heidi Robinson, Council Member

Attest:

*Rori Andreason
City Recorder*



COUNCIL MEETING *Minutes*

Tuesday May 2, 2023
Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: Mayor Marcus Stevenson

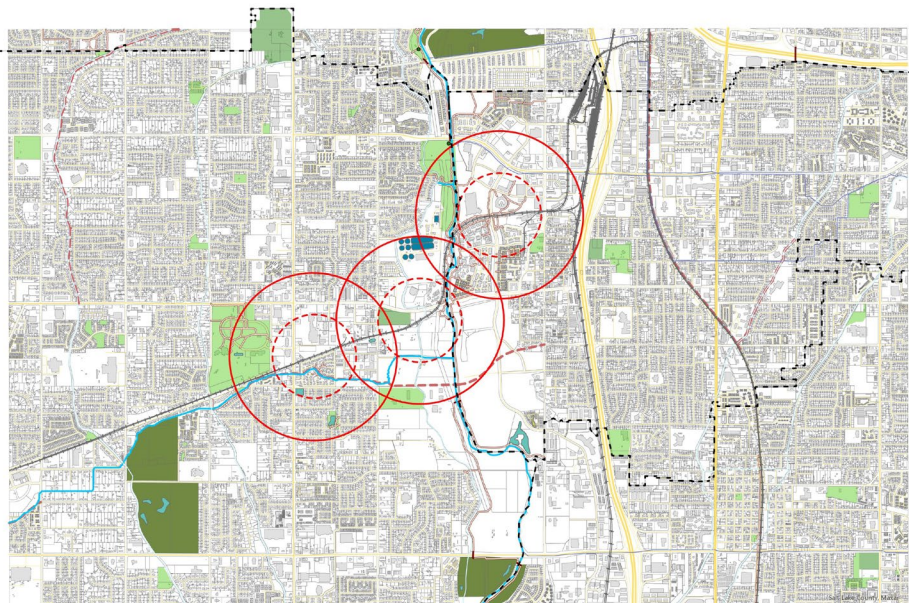
COUNCIL MEMBERS: Council Member Quinn Sperry
Council Member Bryant Brown
Council Member Heidi Robinson
Council Member Paul Glover
Council Member Dustin Gettel

STAFF: Matt Dahl, City Manager; Nate Rockwood, Assistant City Manager; Rori Andreason, HR Director/City Recorder; Garrett Wilcox, City Attorney; Glen Kennedy, Public Works Director; Mariah Hill, Administrative Services Director; Elizabeth Arnold, Senior Planner; Wendelin Knobloch, Planning Director; Adam Olsen, Community Development Director; Cody Hill, RDA Manager; Kate Andrus, RDA Program Manager; Johnny ?, Planner II; Chief Randy Thomas, UPD; Chief Brad Larson, UFA; and Josh Short, IT Technician.

6:00 PM – WORKSHOP

- **BINGHAM JUNCTION STATION AREA PLAN**
West Jordan & Midvale Station Area Plan

Project Area

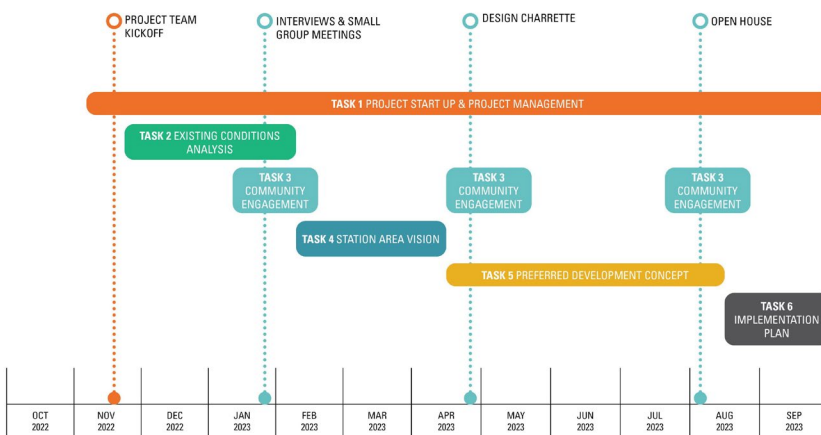


Project Goals

- Assess and enhance connectivity throughout the station area, particularly those to Main Street
- Propose land uses that will create true mixed-use areas
- Build off existing amenities like the government core in Civic Center Station
- Incorporate affordable housing opportunities and define specific goals
- Establish connections to surrounding neighborhoods and amenities
- Help create an identity for each one of the stations
- Promote various types of mobility options
- Study how UTA can optimize their properties to catalyze development around the stations



Process and Timeline



Community Engagement Summary Interviews & Small Group Meetings –February/ March

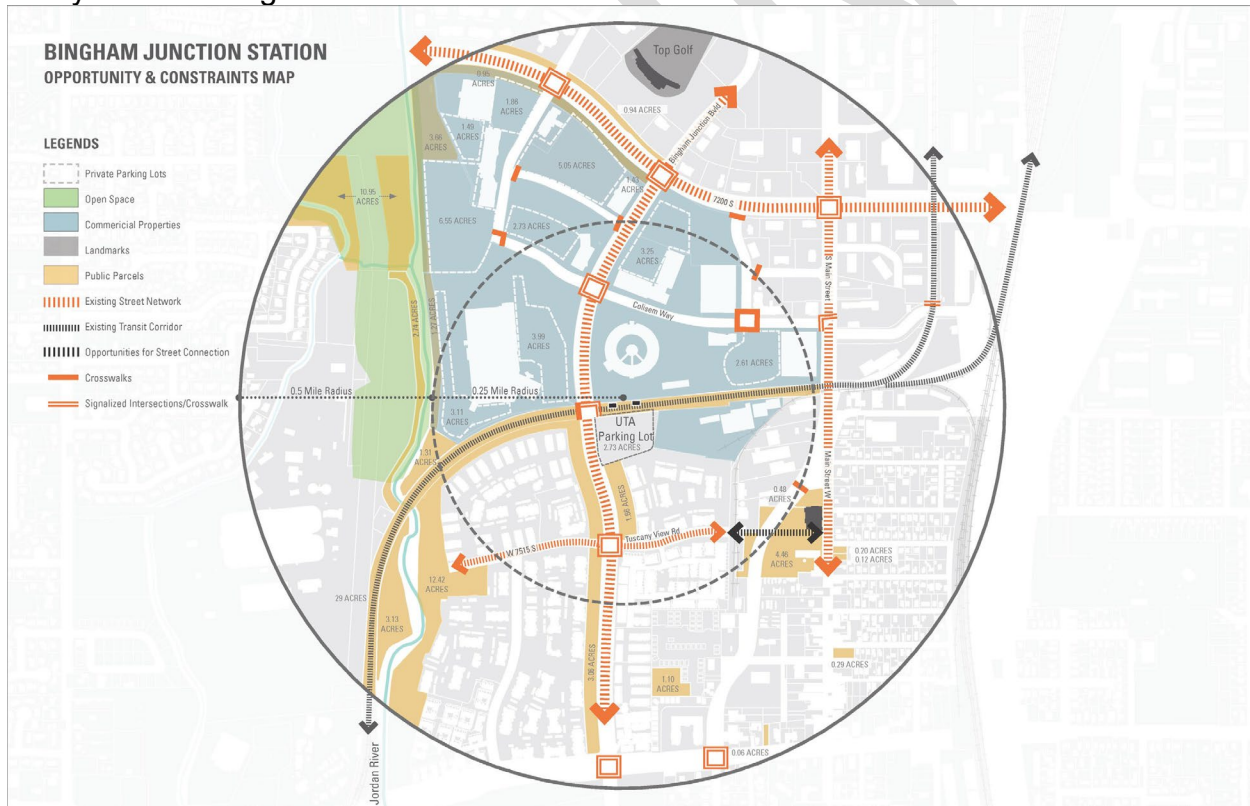
- Property Owners
- Business Owners
- Key Stakeholders
- Jordan School District
- UDOT

Meetings with City Council Members -January
Open from March 22 through April 12

Survey & Story Map

- West Jordan City -April 17
- Midvale City –April 19

Analysis & Existing Conditions



On-line Survey Results Overall Demographics

- Majority of responders were in the 35-44 age group (31.6% of respondents)

- Majority of responders were female (56.1% of respondents)
- Majority of responders were white (80.1% of respondents)

SURVEY RESULTS



Bingham Junction –Connection to the Station

- I live within the station area (14.3%)
- I shop in the station area (16.4%)
- I go out to eat in the station area (14.0%)



CONCERNS FOR BINGHAM JUNCTION



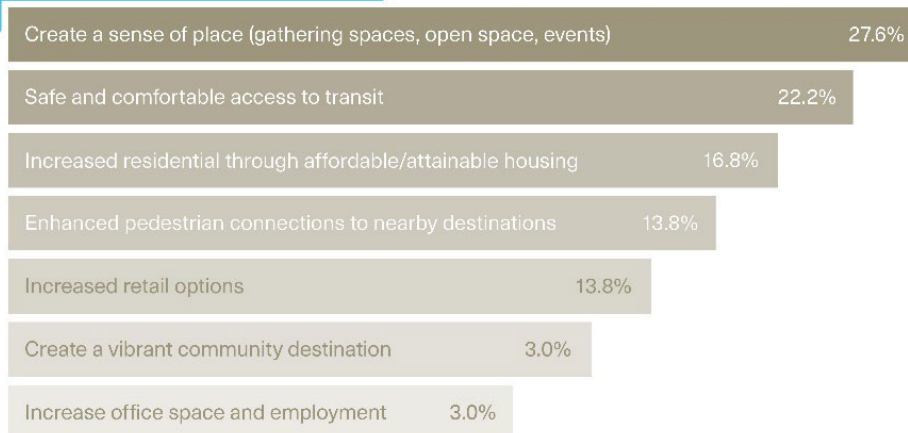
HOPES FOR BINGHAM JUNCTION



Future Planning of the Area

- What concepts should be included?

PREFERRED CONCEPTS: BINGHAM JUNCTION



Design Charrette Process



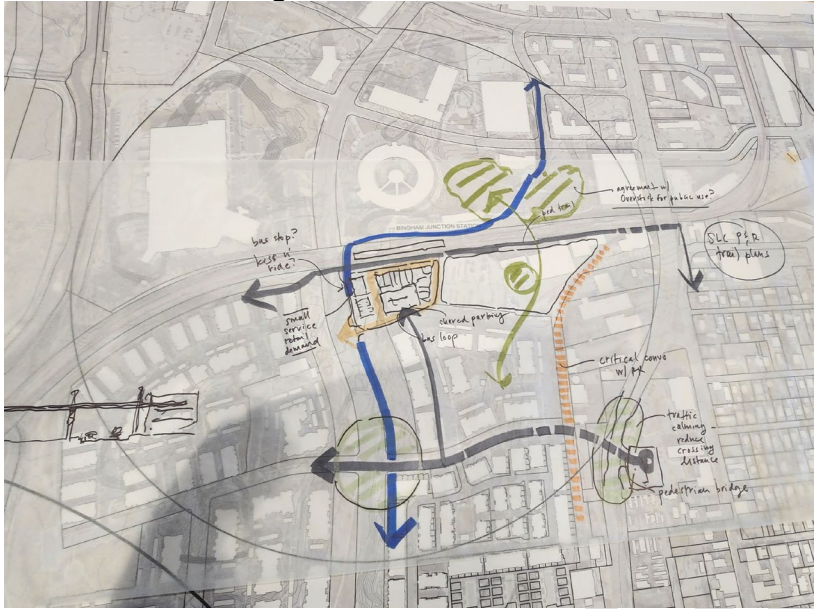
Ideas Brainstorming – Table 1



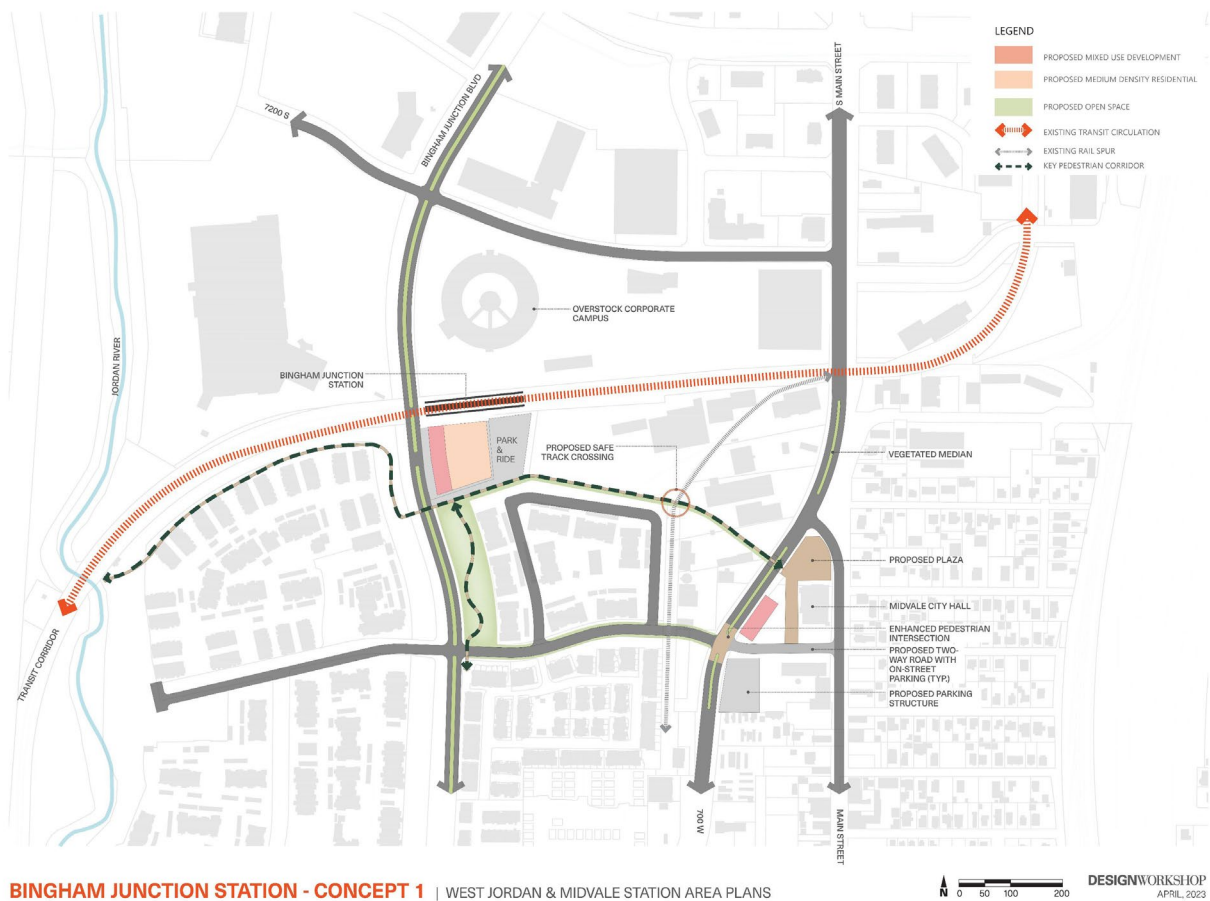
Ideas Brainstorming – Table 2



Ideas Brainstorming – Table 3

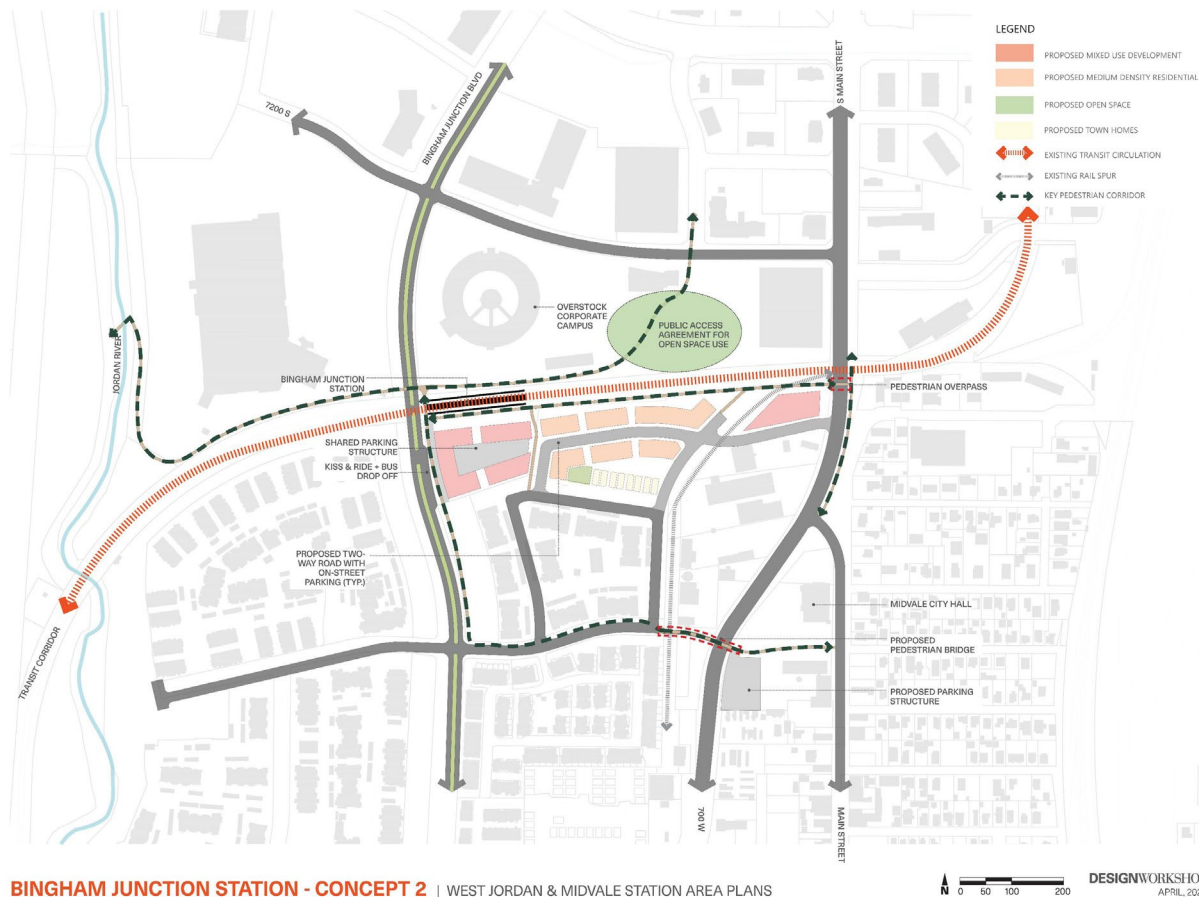


Concept 1



BINGHAM JUNCTION STATION - CONCEPT 1 | WEST JORDAN & MIDVALE STATION AREA PLANS

Concept 2



- ### DISCUSS MIDVALE COMMUNITIES THAT CARE COALITION & COMMUNITY-BASED VIOLENCE INTERVENTION AND PREVENTION INITIATIVE GRANT

Amber Lietz, Salt Lake County, discussed current intervention of violence taking place in Midvale and steps being taken to expand those efforts. She discussed applying for the Community Based Violence Intervention and Prevention Initiative Grant. She said this grant would be applied for through the criminal justice initiatives through Salt Lake County. The grant is for \$2 million dollars over a 3-year period. A coalition coordinator will be funded for Midvale City and are considering hiring a grant writer to further elevate concepts the coalition comes up with. They have been working on an extensive community assessment with the help of UPD and have gathered a lot of data. There is a huge need to have Spanish services to try and help prevent further gang initiation with young Hispanic males, which is going deeper into the 4th and 5th grades. She said they are doing a lot, but with a full-time coalition running, they can do a lot more.

Matt Dahl said staff is working on an interlocal cooperation agreement to receive grant funds and hire the coalition coordinator, which will come to the Council for approval. Additional funding will allow us to fund some of the activities of the coalition. He asked the Council for a general census as to whether staff could move forward with a letter of commitment to participate in the crime prevention initiative for the next two to three years.

There will be some supervision time of the coordinator, and there will be agreements that will need to come before the Council.

Mayor Stevenson said the City did apply for this grant last year but did not have the coalition up and running, so the City will be in a better position to receive the grant this year.

Amber Lietz said the funding for the coalition coordinator is from the State in conjunction with Salt Lake County Health Department. The grant is from the Office of Juvenile Justice.

The Council agreed to have staff proceed with the grant process.

- **UPDATE ON ELECTION COSTS**

Rori Andreason said Council Member Bryant Brown asked for an update on the estimated costs associated with implementing ranked choice voting for the upcoming 2023 Municipal Election. According to the latest information provided by Lieutenant Governor's Office, there are 12 cities that have decided to use the ranked choice voting system, but only six of them are located within Salt Lake County, which would impact the total costs for Midvale City.

According to the latest information provided by Salt Lake County Elections, the estimated costs for Midvale City to implement ranked choice voting are \$14,830 plus an additional \$6,026 for ranked choice voting, totaling \$20,856. However, additional funds would be needed for community education in regard to the ranked choice voting election method, and those funds have not yet been identified.

Ms. Andreason said Salt Lake County Elections just notified her that the costs of putting the GO Bond for a Recreation Center on the ballot would be \$21,800 due to the fact that it would be a city-wide election.

The Council discussed running the GO Bond in 2023 or 2024. The Council decided to move forward in 2023 with the GO Bond election.

7:00 PM – REGULAR MEETING

Mayor Marcus Stevenson called the business meeting to order at 7:08 p.m.

I. GENERAL BUSINESS

A. WELCOME AND PLEDGE OF ALLEGIANCE

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

C. UNIFIED FIRE DEPARTMENT REPORT

Chief Brad Larson reported on the quarterly report for 2023. The monthly comparison of 383 calls this year is an increase from the prior year; however, they are staying consistent with response times. He said a funeral was held over the weekend for Captain Matt

Hamilton who joined the department in 1996. He said Captain Hamilton will be sorely missed. He said the recruit camps are doing real world hazmat scenarios and the battalion chief process has been completed with the vacancies filled. He will be working closely with Salt Lake City Emergency Management regarding flooding. The crews are well prepared, and the runoff is well underway. He said the waters are running high and fast so stay away from the water. He also announced that Ben Ebsworth from Station 125 has been promoted to Captain.

D. MENTAL HEALTH AWARENESS MONTH PROCLAMATION

Mayor Stevenson read the proclamation declaring the month of May as Mental Health Awareness Month.

II. PUBLIC COMMENTS

There was no one who desired to speak.

III. MAYOR REPORT

Mayor Stevenson reminded everyone of Food Truck Friday, which starts this Friday at Midvale City Hall and will go through August. He said he would be meeting with the police officers to discuss reorganization of Unified Police. Chief Jason Mazuran has temporarily been assigned to the reorganization.

IV. COUNCIL REPORTS

A. Council Member Quinn Sperry – said he attended the Canyons School District Teachers of Year awards. The top elementary, top middle school, and the top high school teachers were all from Midvale City. That's a great job of our teachers here in Midvale City.

B. Council Member Bryant Brown – said he found out this week that there was discussion online about how many cities in the United States are named Midvale. There are 7 or 9 and our City is the largest Midvale in the world.

C. Council Member Heidi Robinson - said she had no fun facts for tonight.

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

E. Council Member Dustin Gettel – congratulated the three teachers, including Maxwell Eddington, who is a friend of his. He said he would like to recognize these teachers at the next city council meeting if they can make it. He said Utah has adopted a new state flag that goes into effect March 2024. He said Midvale technically doesn't have a flag, only a seal. He would like to engage in a program to create a municipal flag and engage the community or hire a professional to do it. Salt Lake City and Sandy have started with their residents and Midvale has some talented artists. He said he felt this is happening statewide and asked the Council to give it some thought.

V. CITY MANAGER REPORT

Matt Dahl said there were some email exchanges regarding a statewide landscape conversion incentive program. There are many communities in the state that offer a

program that provides a larger amount per square foot to remove turf than what is available to us. The State program for Midvale residents will only allow roughly 50 to 75 cents per square foot. In order to get a higher dollar amount to replace the turf in Midvale, the community would have to adopt an ordinance for a water conservation program, or in the city's case, it would be the Jordan Valley Water Conservation policy. He said he looked at this program and in order to participate, there would be quite a few limitations on new construction and what can be done with turf in some cases. He asked the Council if they wanted staff to look into the water conservation program and the Council said yes.

VI. PUBLIC HEARINGS

A. CONSIDER REZONING PROPERTY LOCATED AT 610 W 7TH AVE FROM SINGLE FAMILY RESIDENTIAL-2 (SF-2) ZONE TO MULTIFAMILY RESIDENTIAL MEDIUM DENSITY (RM-12) ZONE. THE NORTHERN PORTION OF THE LOT WILL REMAIN IN THE CLEAN INDUSTRIAL (CI) ZONE. EZRA NUTTALL, APPLICANT

Elizabeth Arnold said the rezone proposal is to change part of an existing lot from SF-2 to RM-12 zoning. The other portion of the lot will remain in CI zoning. Please see the Rezone Exhibit in the attachments.

Rezone Procedure

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

17-3-1 Criteria/Required Findings. rezoning of land is to be discouraged and allowed only under the limited circumstances herein described. Therefore, the planning commission may recommend, and the city council may grant, a rezoning application only if it determines, in written findings, that the proposed rezoning is consistent with the policies and goals of the general plan and that the applicant has demonstrated that the:

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

The proposed rezone satisfies Goal #1 and #3 listed above. Please see the Reason for Rezone provided by the applicant in the attachments.

The Midvale City General Plan identifies nine Opportunity Areas. Opportunity Areas are where changes in the types and/or intensities of current land uses are anticipated.

The 2016 Midvale City General Plan identifies the subject property as being in the Main Street/Old Town Opportunity Area and lists eleven goals for the area. The proposed rezone is consistent with Goal #2:

2. *Preserve and support rehabilitation and improvement of nearby stable residential areas*

Public notice has been sent to property owners within 500 feet of the subject parcel. No written objections have been received ahead of this public hearing or the writing of this report. However, comments were received at the Planning Commission level. Most comments had to deal with access to the property, and concerns about density – staff and the Planning Commission resolved these concerns by informing the public that there would only be a duplex on the property.

This proposal has been reviewed by Planning Staff, the City Engineer, the Unified Fire Authority, and Public Works for compliance with the respective guidelines, policies, standards, and codes. Staff finds the proposed rezone complies with the requirements outlined in Midvale City Code.

Planning Commission Recommendation

Recommended Approval.

STAFF RECOMMENDATION

Recommended Approval.

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

Mayor Stevenson opened the two listed public hearings since they are both related for public comments on both issues. There was no one present who desired to speak on these two issues.

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

Council Member Dustin Gettel asked if the comments made at the Planning Commission hearing were resolved.

Elizabeth Arnold said yes.

Council Member Dustin Gettel said he thought there would be a lot more pushback from the public. He asked if he could assume the residents are in favor of this?

Council Member Bryant Brown asked if there had been any complaints about this structure going up.

Elizabeth Arnold said there were a handful of people that were not excited about the project.

Council Member Dustin Gettel said he was worried that some folks feel that it doesn't matter if they voice their opinion or not.

ACTION: CONSIDER ORDINANCE 2023-O-06 REZONING PROPERTY LOCATED AT 610 W 7TH AVE FROM SINGLE FAMILY RESIDENTIAL-2 (SF-2) ZONE TO MULTIFAMILY RESIDENTIAL MEDIUM DENSITY (RM-12) ZONE

MOTION: Council Member Dustin Gettel MOVED to approve Ordinance No. 2023-O-06 rezoning property located at 610 W 7th Ave from Single Family Residential-2 (Sf-2) Zone to Multifamily Residential Medium Density (RM-12) Zone. The motion was SECONDED by Council Member Heidi Robinson. 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

B. CONSIDER A FINAL SUBDIVISION REQUEST FOR A PROPERTY LOCATED AT 610 W 7TH AVE TO BE SPLIT INTO TWO LOTS.

Elizabeth Arnold said Ezra Nuttall requests final subdivision approval for a two-lot split located at 610 W 7th Ave in the SF-2/CI zone. This application is being processed concurrently with a rezone request to change the SF-2 zoning to RM-12. The analysis below will consider the final subdivision request as if the rezone to RM-12 was approved.

This proposal has been reviewed by Planning Staff, the City Engineer, and the Unified Fire Authority for compliance with the respective guidelines, policies, standards, and codes. Staff finds the proposal complies with requirements outlined in Midvale City Municipal Code for minor subdivisions (16.04.050) and the lot development standards of the RM-12 zone (17-7-3.3).

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

Planning Commission Recommendation
Recommended Approval.

STAFF RECOMMENDATION

Recommended Approval.

Public comments were taken on this item during the previous public hearing item which is related to this item.

ACTION: CONSIDER APPROVING A FINAL SUBDIVISION FOR PROPERTY LOCATED AT 610 W 7TH AVENUE TO BE SPLIT INTO TWO LOTS

MOTION: Council Member Bryant Brown MOVED to approve a final subdivision for property located at 610 W 7th Avenue to be split into two lots. The motion was SECONDED by Council Member Heidi Robinson. 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

VII. CONSENT

A. CONSIDER MINUTES OF APRIL 18, 2023

MOTION: Council Member Paul Glover MOVED to Approve the Consent Agenda. 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 unanimously.

VIII. ACTION ITEMS

A. CONSIDER RESOLUTION NO. 2023-R-16 AUTHORIZING THE ADOPTION OF A TERM SHEET BETWEEN MIDVALE CITY AND THE REDEVELOPMENT AGENCY OF MIDVALE CITY FOR THE DESIGN, INSTALLATION, AND MAINTENANCE OF A MURAL AND APPROVAL OF MURAL ARTIST RECOMMENDATION

Kate Andrus said on June 10, 2023, the Redevelopment Agency of Midvale City is organizing the second annual mural festival, aiming to install ten new murals in the Main Street CDA. The City Council has expressed interest in including an additional mural on the north side of the old Midvale Fire Station located at 7683 S. Holden St, Midvale, UT 84047.

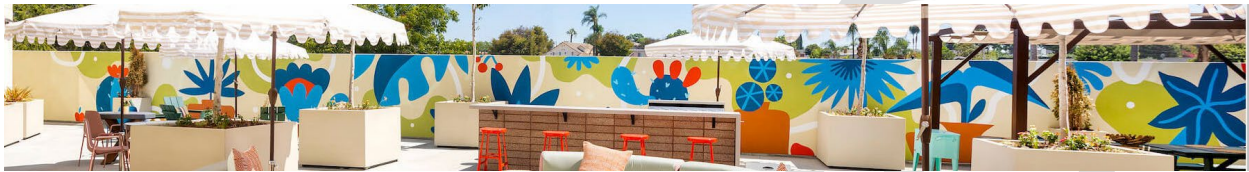


On April 18, 2023, RDA staff brought before City Council a request to approve an artist and authorize an agreement to include this wall as part of the 2023 mural festival. However, due to last-minute changes to the term sheet, this item was tabled. RDA staff is now bringing this item back before the City Council for approval. As presented during the last Council Meeting, the key terms of the agreement are as follows:

- The Agency will fund 100% of the mural's costs.
- Final rendering approval by City Council and Agency staff.
- The Agency will be responsible for the mural's maintenance.

RDA staff also presented the Mural Selection Committee's recommendation of Adrian Garcia, AKA Criobravo, as the muralist for this wall.





PLAN COMPLIANCE: The City's participation in the mural festival would support the Main Street Small Area Plan and the Main Street Community Development Area Plan. The mural's rendering will be approved to ensure alignment with the City's public art requirements and restrictions.

FISCAL IMPACT: The RDA Board has already approved the costs associated with public art within the Main Street Area. This does not impose any costs on Midvale City.

Kate Andrus said the cost is \$3200 for the artist who provides their own paint supplies and equipment.

Council Member Bryant Brown is excited about this, in a good location and will be a good mural.

MOTION: Council Member Bryant Brown MOVED to adopt Resolution No. 2023-R-16 authorizing the adoption of an agreement between Midvale City and the Redevelopment Agency of Midvale City for the design, installation, and maintenance of a mural, and approve the Mural Artist recommendation. The motion was SECONDED by Council Member Heidi Robinson. 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.

B. CONSIDER RESOLUTION NO. 2023-R-17 ADOPTING THE MIDVALE CITY FISCAL YEAR 2024 TENTATIVE BUDGET BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024

Mariah Hill said the process of adopting the fiscal year 2024 budget requires several steps that you, as a City Council, are required to take to be compliant with state statute. UCA 10-6-111(1) requires the Budget Officer to present a tentative budget for each fund within the City. The budgets must be submitted no later than the first regularly scheduled meeting in May. I will present budgets for each fund on Tuesday, May 2nd on behalf of the Budget Officer (City Manager). At that time, I will brief you on fiscal year 2024 revenue estimates, provide a brief overview of expenditures, and present budget highlights along with any proposed program changes.

UCA 10-6-111(3) further requires the City Council to adopt the tentative budget at this meeting. The Council will then review and amend, if necessary, the budgets prior to their final adoption. As a reminder, the purpose of a tentative budget is to have a working tool from which we can start the formal adoption process. The budget document can be amended prior to final adoption. At the time of final adoption, all budgets must be balanced with expenditures equaling revenues.

FISCAL IMPACT:

The tentative budget provides a starting point to discuss the operating budget for Fiscal Year 2024 prior to final approval.

FY 2024 Budget Timeline

- Budget Retreat – March 30, 2023
- Adopt Tentative Budget - May 2, 2023
- Public Hearing – June 20, 2023
- Adopt Final Budget – June 20, 2023 or go into a truth and taxation hearing.

Tentative Budget Overview

- The tentative Budget is the City's estimated revenue and expenditures for July 1, 2023 to June 30, 2024
- A Tentative Budget is presented for each fund (all departments fall within a fund).
- The Tentative Budget has been prepared by the Finance Department and City Manager and is officially presented by the City's Budget Officer (City Manager) and reflects an effort to maintain the City's current level of service in these uncertain economic times.
- The Tentative Budget is the "First Draft" of the budget.

General Fund

- Total Revenues and Expenditures - \$25,329,207 (1% decrease from Amended FY23 Budget)
 - Projected new on-going funds - \$1,136,293
 - Proposed Use of Fund Balance (one-Time Funds) - \$359,000

General Fund Revenues

- Taxes - \$16.8 million

- Licenses and Permits - \$830,000
- Intergovernmental Revenue - \$3.85 million
 - \$500,000 increase in Shelter Mitigation Funding (HB499)
- Charges for Services - \$2.37 million
- Fines and Forfeitures - \$847,000
- Miscellaneous Revenue - \$173,000
- Use of Fund Balance - \$359,000
- Sales Tax - \$10.7 million
 - No Change
- Property Tax - \$3.2 million
 - 1.5% New Growth - \$43K
 - 8.6% Property Tax Increase - \$240K (\$19 '22 Ave Household)
- Franchise Tax - \$2.24 million
- Other Taxes - \$723,523
 - Delinquent Property Tax
 - Telecommunication Tax
 - Transient Room Tax
 - Motor Vehicle in Lieu of Tax

General Fund – On going Expenditures

All Departments participated in an exercise to decrease budgets based on recent year budget actuals

- Public Safety - \$725K (Includes UPD, UFA, & Animal Control)
- Salaries - \$291K (Includes 5% COLA, 1% Merit, Market, Mid-Point)
- Benefits - \$191K (4% Increase)
- Fleet Replacement Costs - \$219K
- FT Facilities Technician - \$63K
- Software Cost Increases - \$32K
- Splash Pad and Playground Maintenance - \$25K
- Small Departmental Requests – (Under \$6000) - \$68K
- Community Survey - \$23K

General Fund – One Time Expenditures

- Grants - \$130K (Includes Boys & Girls Club, Arts Council, CBC, and Hillcrest Sports)
- Outside Legal Council - \$50K
- Harvest Days - \$91K
- Election Costs - \$30K
- Tree Maintenance - \$55K
- Soft Fill for Playgrounds - \$3K

General Fund – General Government

Total Budget - \$3,546,418 (14% of General Fund with increase up 7% from last year)

Notable Requests

- Salary & Benefits Increases (All Depts) - \$161K
- Moving FTE from CD Admin to Admin - \$167K

- Community Survey - \$20K
- Election Costs - \$30K

General Fund – Public Safety

Total Budget - \$11,720,777 (49.2% of General Fund)

- 6.3% Increase from FY23 UPD Contract Budget - \$710K
- Increase in Animal Control Contract - \$30K

Council Member Dustin Gettel said Animal Control services are calculated by municipal population.

General Fund – Administrative Services

Notable Requests

Total Budget - \$2,758,897 (10.9% of General Fund)

- Salary & Benefit Increases (All Depts) – 68K
- Existing Software Increases - \$32K

General Fund – Public Works

Total Budget - \$3,087,905 (12.2% of General Fund)

Notable Requests

- Salary & Benefit Increases (All Depts) - \$49K
- Full-Time Facilities Technician - \$64K
- Tree, Splashpad, & Playground Maintenance - \$88K

General Fund – Community Development

Total Budget - \$1,626,052 (6.4% of General Fund)

Notable Requests

- Salary & Benefit Increases (All Depts) - \$22K
- Moved FTE from CD Admin to Administration - \$167K

Debt Service Fund

Total Budget - \$1,829,187

Revenues

- Transfer from General Fund - \$1.13M
- Developer Loan Payment - \$245K
- Transfer from RDA - \$449K

Expenditures

- 20147 Sales Tax Bonds (Road Bond) - \$776K
- Lease payment to MBA (City Hall/Parks Bond) - \$352K
- CHG Parking Structure Loan (developer paid) - \$245K
- Zions Parking Structure Loan (RDA paid) - \$445K

Capital Projects Fund

Total Budget - \$2,110,515

Use of Fund Balance (\$505K)	Sales Tax (\$1M)	HB244 (\$500K)	Grants (\$105K)
Facility Maintenance \$95K	Sidewalk, Curb, Gutter Replacement - \$210K	Transportation Project - \$500K	Jordan Canal Bridge - \$115K
General Plan Update - \$150K	Pavement Management - \$840K		
Recreation Center "Seed" Money - \$200K			

Water Fund – Revenues

Total Revenues - \$12,374,143

14% down from FY2024 Amended Budget

- The Water Fund budget is prepared per the five-year Comprehensive Financial Sustainability Plan (CFSP) that was completed in FY2021.
- Bonding in FY23 has been moved into FY24
- All American Rescue Plan Act (ARPA) funds received in FY23

Water Fund – Expenditures

Total Expenditures - \$11,994,186 – down 3% from F&2023 Amended Budget

Notable Requests

- Wholesale Water Contract Increase - \$60K
- Water Master Plan & Other Capital Projects - \$6M
- Bond Issuance Costs - \$106K

Sewer Fund – Revenues

Total Revenues - \$5,150,331

2% down from FY2023 Amended Budget

- The Sewer Fund budget is prepared per the five-year Comprehensive Financial Sustainability Plan (CFSP) that was completed in FY2021
- Bonding in FY23 has been moved into FY24

Sewer Fund – Expenditures

Total Expenditures - \$4,034,932 - 5.2% down from FY2023 Amended Budget

Notable Requests

- Salary & Benefit Increases - \$110K
- SSVWRF Operating and Capital Increases - \$191K
- Bond Issuance Costs - \$30K

Storm Water Fund

Total Budget - \$2,266,726 – 2.9% up from FY2023 Amended Budget

Stormwater Master Plan & Rate Study currently underway

Notable Requests

- Salary & Benefit Increases - \$58K
- Use of Fund Balance - \$37K

Street Lighting Fund

Total Budget - \$379,555

May 2, 2023

Down 10% from FY2023 Amended Budget

Notable Requests

- Salary & Benefit Increases - \$1K

Sanitation Fund

Total Budget - \$1,509,005

Up 7.7% from FY2023 Amended Budget Expenditures

Recommendation of 10.5% Increase in Sanitation Rates

Notable Requests

- Salary & Benefit Increases - \$1K
- 7.1% Increase in Ace Contract - \$63K
- Tipping Fee Increases - \$36K

Telecommunications Fund

Total Budget - \$982,399 – up 2% from FY2023 Amended Budget Expenditures

Notable Requests

- UTOPIA Pledge Payments - \$969K

Fleet Fund

Total Budget - \$1,591,439 down 17% from FY2023 Amended Budget Expenditures

Notable Requests

- New Fleet/Facilities Technician - \$48K
- Vehicle & Equipment Replacement - \$680K

Information Technology Fund

Total Budget - \$193,528

Down 52% from FY2023 Amended Budget Expenditures

Notable Requests

- Salary & Benefit Increases - \$2K
- Hardware Replacement - \$101K

MOTION: Council Member Bryant Brown MOVED to Approve Resolution No. 2023-R-17 Adopting the Midvale City Tentative Operating and Capital Budgets for the Fiscal Year ending June 30, 2024 and set the public hearing for the budget for June 6, 2023 at 7:00 p.m. 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.

C. CONSIDER ORDINANCE NO. 2023-O-07 AMENDING ARTICLE II OF THE MIDVALE MUNICIPAL CODE CHAPTER 2.16 AND ENACTING CAMPAIGN CONTRIBUTION LIMITS

Garrett Wilcox said the Council has proposed establishing a maximum personal contribution limit of \$5,000 for a mayoral candidate and \$1,000 for a council candidate. The Council members also expressed concerns about individuals and entities who may be seeking favorable treatment by the City Council providing campaign contributions. The City Council discussed several potential penalties for a violation of these limits.

The Midvale City Council discussed a proposed draft of campaign contribution limits during the City Council meeting on April 18, 2023. The City Council expressed concerns about the draft. The Council directed staff to simplify the ordinance and keep the maximum contribution limits per election cycle.

Staff has drafted a proposed code amendment. This amendment follows the direction of the Council and establishes the maximum campaign contribution limits discussed by the City Council. In order to avoid constitutional concerns, the campaign contribution limits will adjust every municipal election cycle based on the Consumer Price Index.

The amendment also establishes two penalties for a violation. First, if a campaign contribution is made in violation of these limitations, the candidate must either return the contribution to the person or entity who made the contribution, or the candidate must surrender the contribution to the City's General Fund. Additionally, if a candidate or the person or the entity making the contribution violates the limitations, that individual or entity can be charged with an infraction. The initial fine is \$50. Each additional violation will double the previous fine amount. For example, a 2nd violation will incur a fine of \$100, a third violation a fine of \$200, and so on.

STAFF'S RECOMMENDATION

Staff recommended adopting Ordinance No. 2023-O-07 if the Council wishes to enact maximum campaign contribution limits for City elections. The drafted ordinance provides an appropriate balance between individuals' and entities' First Amendment right to express their voices in elections while protecting the City's interest in preventing quid pro quo corruption and preventing interference with merit-based public administration.

Council Member Dustin Gettel expressed his appreciation for the legal team for their work on this ordinance.

MOTION: Council Member Dustin Gettel MOVED to adopt Ordinance No. 2023-O-07 which amends Article II of Midvale Municipal Code Chapter 2.16 and enacts campaign contribution limits. The motion was SECONDED by Council Member Heidi Robinson. 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.

D. CONSIDER ORDINANCE NO. 2023-O-08 REZONING PROPERTY ADJACENT TO THE MILLS PROJECT LOCATED AT APPROXIMATELY 208 & 228 E 8000 S FROM SINGLE FAMILY RESIDENTIAL-1/AGRICULTURAL OVERLAY (SF-1/AO) ZONE TO MULTIFAMILY RESEDENTIAL-MEDIUM DENSITY (RM-12) ZONE (JACOB BALLSTAEDT, APPLICANT)

Elizabeth Arnold said the Midvale Mills is an existing project that received its first approvals on April 6, 2021. Since then, additional land has been acquired to expand the project. The new land that has been acquired is currently zoned SF-1/AO. The applicant is requesting that it be rezoned to RM-12 to match the rest of The Mills project. The public hearing for this request took place on April 18, 2023.

Rezone Procedure

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

17-3-1 Criteria/Required Findings. ...rezoning of land is to be discouraged and allowed only under the limited circumstances herein described. Therefore, the planning commission may recommend, and the city council may grant, a rezoning application only if it determines, in written findings, that the proposed rezoning is consistent with the policies and goals of the general plan and that the applicant has demonstrated that the:

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

The Midvale Mills project was rezoned with the finding that the project met Goal #3 and was consistent with the goals of the 2016 Midvale City General Plan, including the 2019 Housing Plan. Staff finds this analysis to be applicable to the new land as well.

Planning Commission Recommendation

Recommended Approval.

STAFF RECOMMENDATION

Recommended Approval.

Council Member Bryant Brown asked the applicant if they were developing around the church on the Sandy side and if that was part of this project.

Jacob Ballstaedt, applicant, said no it was a healthcare facility that was demoed, and it was rezoned last year. The church is trying to find a new location.

Council Member Bryant Brown asked if there will also be houses there and will they be part of this project?

Jacob Ballstaedt said that is a separate project and will have a different name because it is in a different city. There will be 20 single family homes, but that project will not start until the Mills Project is completed.

MOTION: Council Member Dustin Gettel MOVED to approve Ordinance No. 2023-O-08 approving the Rezone for property adjacent to the Mills project located at approximately 208 & 228 E 8000 S from SF-1/AO to RM-12 consistent with the findings included in the staff report. 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 unanimously.

E. CONSIDER AMENDING A LARGE-SCALE MASTER PLAN FOR THE MILLS PROJECT LOCATED AT APPROXIMATELY 208-272 E 8000 S 300 E (JACOB BALLSTAEDT, APPLICANT)

Elizabeth Arnold said the Midvale Mills is an existing project that received its first approvals on April 6, 2021. Since then, additional land has been acquired to expand the project. This staff report will discuss amending the large scale master plan to add the newly acquired land, Phase 3, as if the rezone request was approved. Everything regarding Phase 1 and Phase 2 will remain the same.

The public hearing for this request took place in front of the City Council on April 18, 2023. Public notice was sent to property owners within 500 feet of the subject parcel. Concerns that were raised at the Planning Commission meeting regarding the activation of the open space area, specifically the inclusion of pickleball courts, were also raised at that City Council meeting. The Planning Commission minutes have been included as an attachment. After collecting public input, the pickleball courts have been removed from the plans and will be replaced with a general landscaped open space.

Large Scale Master Plan Procedure

Midvale City Code 17-3-5 outlines the criteria necessary for a large-scale master plan review. Staff finds that the proposal meets all the requirements.

A development is required to be executed in conjunction with any large-scale master plan approval. An amendment has been drafted to the original development agreement.

This proposal has been reviewed by Planning Staff, the City Engineer, the Unified Fire Authority, and Public Works for compliance with the respective guidelines, policies, standards, and codes. Staff finds the proposed large scale master plan complies with requirements outlined in Midvale City Code.

Planning Commission Recommendation
Recommended Approval.

STAFF RECOMMENDATION
Recommended Approval.

Council Member Bryant Brown said it's unfortunate that half of the community got what they wanted but the other half would have liked to have the pickle ball amenity.

Council Member Dustin Gettel agreed with Council Member Brown. The developer in this instance should be commended. He thanked the developer for listening to the resident concerns.

Jacob Ballstaedt said he thought pickle ball would be used and would be fun. The whole property is surrounded by planters. He said they are conscious of where they put grass so it can be utilized. In this case, the streets are narrow with private roads. Kids need places to play on hard surfaces. He felt it would be a fun place to put in a track off the road so kids can ride their scooters around it. There's a couple benches around it and it is a nice safety feature for parents since kids are not out in the road. He said he also added extra parking.

Council Member Paul Glover said he liked the extra parking and greenery.

The Council thanked Jacob Ballstaedt for working with the residents.

MOTION: Council Member Quinn Sperry **MOVED** to approve the amended Large Scale Master Plan for The Mills project located at approximately 208-272 E 8000 S and 8052-8082 S 300 E consistent with the findings included in the staff report. 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.

F. CONSIDER APPROVAL OF A PRELIMINARY SUBDIVISION FOR PHASE 2 AND 3 OF THE MILLS PROJECTS LOCATED AT APPROXIMATELY 208-272 E 8000 S AND 8052-8082 S 300 E (JACOB BALLSTAEDT, APPLICANT)

Elizabeth Arnold said the Midvale Mills is an existing project that received its first approvals on April 6, 2021. Since then, additional land has been acquired to expand the project. The new land that has been acquired will be Phase 3. Phase 2 was included with the original approval of the project but is now being subdivided. The public hearing for this request took place on April 18, 2023.

Preliminary Subdivision Procedure

Midvale City Code 16.04.040 outlines the criteria necessary for a preliminary subdivision review. Staff finds that the proposal meets all the requirements.

This proposal has been reviewed by Planning Staff, the City Engineer, the Unified Fire Authority, and Public Works for compliance with the respective guidelines, policies, standards, and codes. Staff finds the proposed subdivision complies with the requirements outlined in Midvale City Code.

Planning Commission Recommendation

Recommended Approval.

STAFF RECOMMENDATION

Recommended Approval.

MOTION: Council Member Dustin Gettel MOVED to approve the Preliminary Subdivision for Phase 2 and 3 of The Mills projects located at approximately 208-272 E 8000 S and 8052-8082 S 300 E. 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.

G. CONSIDER RESOLUTION NO. 2023-R-18 AN AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE MILLS PROJECT

Elizabeth Arnold said the Midvale Mills is an existing project that received its first approvals on April 6, 2021. Since then, additional land has been acquired to expand the project. As such, an amendment to the existing development agreement was drafted to

include the new land. Additionally, a clause has been added prohibiting pickleball courts in Phase 3.

STAFF RECOMMENDATION

Recommended Approval.

Council Member Dustin Gettel said there seems to be some grey area here. He said he does not want to have this same conversation again regarding not having a pickleball court or any other amenity. The residents of this area and the developer agreed that they are not going to install a pickleball court.

Garrett Wilcox said had the developer not desired a rezone request, and requested to develop in the existing zone, there would have been nothing anyone could have done to prevent them from installing a pickleball court. In this case the applicant is requesting a rezone and development agreement so the Council can say they will approve the development agreement if no pickleball court is installed.

Council Member Dustin Gettel said in the future, the Council should be more careful with these rezone requests. When the rezone request hinges on something that is farther down the line as far as the development agreement goes.

Council Member Bryant Brown said the Council needs to be very judicious using the rezone master development plan requirements from the City for things that matter like parking and density.

Matt Dahl said in the previous meeting it was the residents who made public comments regarding the pickleball court. In that incident, the Council could have said they were not deciding on that issue at that time. However, the Council will not be able to prevent residents from making public comments.

Council Member Quinn Sperry said it was made clear to the residents that the pickleball court was not what the council was voting on at the public hearing.

Council Member Dustin Gettel said we now have a development agreement before the Council with a clause that says the developer cannot install a pickleball court in the development project. He said he did not know how legally binding it would have been had the developer not been as gracious as he was. He said he planned to vote against this development agreement for that reason. He asked if the clause in the development agreement prohibiting pickleball court legal?

Garrett Wilcox said his legal opinion is that it would be legally enforceable and not expose the city to any legal liability.

MOTION: Council Member Dustin Gettel MOVED to adopt Resolution 2023-R-18, authorizing Mayor Stevenson to sign an amended development agreement for The Mills project. However, strike clause that prohibits pickleball court in phase 3. 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	No
Council Member Paul Glover	No
Council Member Heidi Robinson	No
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion failed 3 to 2 against.

MOTION: Council Member Quinn Sperry MOVED to adopt Resolution 2023-R-18, authorizing Mayor Stevenson to sign an amended development agreement for The Mills project as presented. 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	No

The motion passed unanimously.

Council Member Dustin Gettel said this makes it difficult for future issues.

IX. ADJOURN

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

The meeting adjourned at 8:32 p.m.

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

Approved this 16th day of May, 2023



MIDVALE CITY COUNCIL SUMMARY REPORT

May 16, 2023

SUBJECT:

Consider Resolution 2023-R-19 Authorizing the Execution of an Interlocal Cooperation Agreement between Midvale City and Salt Lake County Regarding the Midvale City Canal Trails Project.

SUBMITTED BY:

Aubrey Ruiz, Community Development Executive Assistant

SUMMARY:

In July 2022, the Redevelopment Agency applied for funding in the amount of \$240,000.00 through the Salt Lake County Tourism, Recreation, Culture and Convention (TRCC) Support Program to fund the development of bicycle/pedestrian trails along the East Jordan and Jordan & Salt Lake City Canal right of ways as part of its goals to improve active transportation in the City. Midvale City has been awarded grant funds from the Transportation Investment Fund (TIF) Active Funding of \$600,000.00. The requested \$240,000.00 awarded through the TRCC Support Program will provide the required matching funds Midvale City will need to move this project forward. Furthermore, the Canal Trails Feasibility Study is taking place, and the results will guide the design and construction of the two noted trails.

Salt Lake County approved Midvale's grant request for the project in December 2022 and committed \$240,000.00 towards it. To receive the grant funds, Midvale City must enter into an interlocal agreement with Salt Lake County that specifies the terms and conditions for using the funds and reporting expenses. The attached interlocal agreement outlines the substantive terms of the grant, including the grant amount, period of performance, scope of project, and method of disbursement. The agreement has been reviewed by the Legal Department and requires the Mayor's signature upon approval by the City Council. The attached interlocal agreement includes the following substantive terms:

- Grant Amount: \$240,000.00
- Period of Performance: March 31, 2023 – March 31, 2024
- Scope of Project: The development of bicycle/pedestrian trails along the East Jordan and Jordan & Salt Lake City Canal right of ways.
- Method of Disbursement: Lump sum reimbursement

FISCAL IMPACT:

The project's total estimated cost is \$840,000.00. Midvale City was awarded \$600,000.00 in TIF Active Funding with the requirement that Midvale City match \$240,000.00. The matching funds of \$240,000.00 are being funded by the TRCC Support Program and will be provided as a lump sum reimbursement. The budget for the Midvale City Canal Trails project has been included in Midvale City's draft Fiscal Year 2024 budget.

RECOMMENDED MOTION:

“I move that we adopt Resolution No. 2023-R-19 authorizing the execution of an Interlocal Cooperation Agreement between Midvale City and Salt Lake County Regarding the Midvale City Canal Trails Project.”

CITIZEN’S AGENDA:

This agenda item is to allow the City Council Members and Mayor to approve the agreement between Midvale City and Salt Lake County to receive the remaining funds needed to begin construction on the canal trails along the East Jordan and Jordan & Salt Lake City Canals.

ATTACHMENTS:

- Resolution No 2023-R-19
- Interlocal Cooperation Agreement

**MIDVALE CITY
RESOLUTION NO. 2023-R-19**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN MIDVALE CITY AND SALT LAKE COUNTY**

WHEREAS, Midvale City (the City) seeks to develop Midvale’s canal trails system and establish it as a much-needed recreational opportunity to the residents of the city; and

WHEREAS, the City is currently conducting a Canal Trails Feasibility study which will result in the objectives, which will guide the development of the canal trails along the East Jordan and Salt Lake City canals; and

WHEREAS, the City applied for funding through the Salt Lake County Tourism, Recreation, Culture and Convention (TRCC) Support Program to support the development of bicycle and pedestrian trails along the East Jordan and Salt Lake City canals; and

WHEREAS, Salt Lake County approved the City’s application for funding and awarded the City \$240,000.00 for the development of canal trails; and

WHEREAS, The City will utilize the \$240,000.00 awarded through the TRCC Support Program as the matching funds required for the TIF Active Funding program which will provide the remaining \$600,000.00 to make up the total project cost; and

WHEREAS, the City seeks to use the awarded TRCC funds to implement the Midvale City Canal Trails Project; and

WHEREAS, Salt Lake County has prepared an Interlocal Agreement for the administration of the TRCC Support Program.

NOW THEREFORE BE IT RESOLVED, the City Council of Midvale City, Utah, hereby approves the Interlocal Agreement regarding the TRCC Support Program, between Midvale City and Salt Lake County and authorize the Mayor to execute the agreement.

Passed and Adopted by the City Council of Midvale City, State of Utah, this 16th day of May, 2023.

Marcus Stevenson,
Mayor

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

ATTEST:

Rori L. Andreason, MMC
City Recorder

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

Midvale City

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of its Department of Community Services (“County”) and the **Midvale City**, a municipal corporation of the State of Utah (“City”). County and City may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

A. The County is a county existing pursuant to Article XI, Section 1 of the Utah Constitution, and the Department of Community Services is a department of the County pursuant to Salt Lake County Ordinances, § 2.06B.020.

B. The County receives funds (“TRCC Funds”) pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 *et seq.* (the “TRCC Act”). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

C. City is a municipality and a political subdivision of the State of Utah as provided for in Utah Code Ann. §§ 10-1-201 & 202, 1953 as amended.

D. City has requested TRCC Funds from the County to help it fund the project described in its Midvale City application attached hereto as **EXHIBIT A**. More specifically, City requested TRCC Funds to help fund Midvale Canal Trails (the “Project”). The County Council appropriated TRCC Funds for this purpose in the Salt Lake County Budget.

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

F. The Parties have determined that it is mutually advantageous to enter into this Agreement and believe that the County's assistance under this Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents.

A G R E E M E N T:

NOW THEREFORE, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

1 . COUNTY'S CONTRIBUTION.

A. Contribution of TRCC Funds. County agrees to reimburse **two hundred and forty thousand dollars (\$240,000.00)** to City from its 2023 TRCC Funds all on the terms and subject to the conditions of this Agreement.

2 . CITY'S OBLIGATIONS AND REPRESENTATIONS.

A. Acknowledgement. City acknowledges that the TRCC Funds provided to City under this Agreement are County public funds received pursuant to the TRCC Act and Salt Lake County Code of Ordinances §3.10.030, 3.10.040, and 3.10.051, and therefore must be used for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

B. Allowable Uses and Limitation on Use.

(i) City shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by City to develop the Project as described in **EXHIBIT A**, (application) and **EXHIBIT B**, (project budget).

(ii) City shall not expend any TRCC Funds on: (a) fund-raising expenditures related to capital or endowment campaigns, grants or re-grants; (b) direct political lobbying, (c) bad debt expense, (d) non-deductible tax penalties, (e) operating expenses that are utilized in calculating federal unrelated business income tax; or (f) in any other manner that would be inconsistent with the use stated in Paragraphs 2A and 2B of this Agreement.

C. Match Requirement. If City's TRCC Application attached hereto as **EXHIBIT A** and/or budget attached as **EXHIBIT B** indicate that City will make a matching contribution toward the purpose for which TRCC Funds will be used by City under this Agreement, City shall make the matching contribution so indicated in the amount specified in City's. If City fails to make and expend such a matching contribution prior to **December 31, 2025**, the County may require repayment of TRCC Funds from City for noncompliance with this provision.

D. Deadline to Expend TRCC Funds. City shall expend all TRCC Funds received under this Agreement in accordance with Paragraph 2B above prior to **December 31, 2025**.

Additionally, if City uses any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, City shall immediately pay to the County an amount equal to the amount of TRCC Funds spent for purposes other than those identified in Paragraph 2B.

E. Reporting Requirements. City shall submit to the County a completed copy of the TRCC Project Status Report, which can be found at <https://slco.org/community-services/trcc-support-program/>, detailing how the TRCC Funds were expended no later than **December 31, 2023, December 31, 2024 and December 31, 2025.**

F. Request for Reimbursement. City shall furnish to County the TRCC Reimbursement Form, which can be found at <https://slco.org/community-services/trcc-support-program/>, together with such invoices or other supporting documentation as County may reasonably require.

G. Deadline to Request Reimbursement of TRCC Funds. All requests for reimbursement under this Agreement shall be made on or before **December 31, 2025.**

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

I. Public Funds and Public Monies:

(i) City agrees that the TRCC Funds are "public funds" and "public monies," meaning monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in City's possession.

(ii) City, as the recipient of "public funds" and "public monies" pursuant to this and other agreements related hereto, expressly agrees that it, its officers, and its employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for TRCC qualifying purposes in Salt Lake County. City understands that it, its officers, and its employees may be criminally liable under Utah Code Ann. § 76-8-402 for misuse of public funds or monies. City expressly agrees that the County may monitor the expenditure of TRCC Funds by City.

(iii) City agrees not to make TRCC Funds or proceeds from such funds

available to any public officer or employee or in violation of the Public Officers' and Employees' Ethics Act, Utah Code Ann. §§ 67-16-1, *et seq.* (1953, as amended).

J. Right to Verify and Audit. The County reserves the right to verify application and evaluation information and to audit the use of TRCC Funds received by City under this Agreement, and the accounting of such use. If the County requests an audit, City agrees to cooperate fully with the County and its representatives in the performance of the audit.

K. Noncompliance. City agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from City for noncompliance with this Agreement, for failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

L. Representations.

(i) No Officer or Employee Interest. City represents and agrees that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement.

(ii) Ethical Standards. City represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

3 . GENERAL PROVISIONS:

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

B. Term of Agreement. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of the County and City, including the adoption of any necessary resolutions or ordinances by the County and City authorizing the execution of this Agreement by the appropriate person or persons for the County and City, respectively, (ii) the execution of this Agreement by a duly

authorized official of each of the Parties, (iii) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and the approval of each respective attorney, and (iv) the filing of a copy of this Agreement with the keeper of records of each Party (the “Effective Date”). This Agreement shall terminate upon City’s full expenditure of the TRCC Funds received under this Agreement and upon City’s completion of the associated reporting requirements described in Paragraph 2E above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, City’s obligations in Paragraphs 2F, 2G, 2H and 2I above and Paragraph 3F below shall survive the expiration or termination of this Agreement.

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

(i) This Agreement shall be authorized as provided in Section 11-13-202.5 of the Interlocal Cooperation Act.

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

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

(iv) The term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Interlocal Cooperation Act.

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

(vi) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

(vii) Pursuant to Section 11-13-207 of the Interlocal Cooperation Act, the County Mayor and City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Cooperation Act.

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

E. Agency. No officer, employee, or agent of City or the County is intended to be an

officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

F. Governmental Immunity, Liability, and Indemnification.

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

(ii) Liability and Indemnification. The County and City agree to be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor City will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. However, City shall indemnify, defend, and hold harmless the County, its officers, employees and agents (the "Indemnified Parties") from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) City's breach of this Agreement; (ii) any acts or omissions of or by City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) City's use of the TRCC Funds. City agrees that its duty to defend and indemnify the Indemnified Parties under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The Parties agree that the requirements of this Paragraph will survive the expiration or sooner termination of this Agreement.

G. Required Insurance Policies. Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

H. Non-Funding Clause.

(i) The County has requested or intends to request an appropriation of TRCC Funds to be paid to City for the purposes set forth in this Agreement. If TRCC Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute TRCC Funds to City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute TRCC Funds to City in succeeding fiscal years. The County's obligation to contribute TRCC Funds to City

under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

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

I. Termination.

(i) Event of Default. The occurrence of any one or more of the following constitutes an "Event of Default" as such term is used herein:

(a) Failure of City to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by City on or before the expiration of a thirty (30)-day period commencing upon the County's written notice to City of the occurrence thereof.

(b) City no longer qualifies for receipt of TRCC Funds under the laws of the State of Utah or under Salt Lake County ordinances or policy.

(c) The County's determination to contribute TRCC Funds to City under this Agreement was based upon the submission of erroneous information, or the County reasonably determines that any representations made by City under this Agreement are untrue.

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

(a) Withhold further contributions of TRCC Funds to City; and/or

(b) Seek repayment of any TRCC Funds previously paid to City under this Agreement; and/or

(c) Terminate this Agreement.

(iii) Termination Prior to Disbursement. The County may terminate this Agreement for convenience by providing thirty (30)-day's written notice specifying the nature, extent, and effective date of the termination. However, the County may not terminate this agreement once the TRCC Funds have been provided to City and have been expended by City for the purposes set forth by this Agreement.

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

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

L. Compliance with Laws. The Parties shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement, including, but not limited to, those laws requiring access to persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

M. Records. Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement and the TRCC Funds provided under this Agreement must be kept readily available for review by the County from time to time upon the County's request. Such records must be retained and maintained for a minimum of three (3) years after the end of a budget period. If questions still remain, such as those raised as a result of an audit, records must be retained until completion or resolution of any audit in process or pending resolution. Such records may be subject to the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 *et seq.*

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

O. Amendments. This Agreement may be amended, enlarged, modified, or altered only by an instrument in writing signed by both Parties. If the amendment or modification is

material, the instrument shall be: (i) approved by the governing bodies of the County and City, including the adoption of any necessary resolutions or ordinances by the County and City authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and City, respectively, (ii) executed by a duly authorized official of each of the Parties, (iii) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and executed by each respective attorney, and (iv) filed with the keeper of the records of each Party.

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

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

R. Warrant of Signing Authority. The person or persons signing this Agreement on behalf of City warrants his or her authority to do so and to bind City. The County may require City to return all TRCC Funds paid to City based upon a breach of warranty of authority.

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

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2023

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Robin Chalhoub
Department Director

Dated: _____, 2023

Reviewed and Advised as to Form and Legality:

By _____
Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR CITY

MIDVALE CITY

By _____

Name: _____

Title: _____

Dated: _____, 2023

Attest:

_____, City Recorder
Date signed: _____

Approved as to Form and Legality:

CITY ATTORNEY

By _____

Name: _____

Dated: _____, 2023

EXHIBIT A
Application

Salt Lake County
Community Services
TRCC

TRCC 2022 Support Program Application (2023 County budget)

Deadline: 7/6/2022

Midvale City
Midvale Canal Trails

Jump to: [Application Questions](#) [Documents](#)

\$ 240,000.00 Requested

Submitted: 7/6/2022 3:58:11 PM (Pacific)

Project Contact

Aubrey Ruiz

mdahl@midvale.com

Tel: 8015677211

Additional Contacts

kandrus@midvale.com;

nrockwood@midvale.com, aruiz@midvale.com

Midvale City

7505 S Holden St
Midvale, UT 84047
United States

Telephone 801-567-7211
Fax
Web

City Manager

Matt Dahl

mdahl@midvale.com

Application Questions [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #12.

Project Overview

1. Select the type of support you are applying for

Your project must fall under one of these categories to be considered for funding. Please refer to the TRCC Support Guidelines uploaded to the Resources section above for more information on each category.

- ☐ TOUR - Tourism Project Support
- ☒ PRT - Parks, Recreation and Trails Support
- ☐ CFSP - Cultural Facilities Support
- ☐ CON - Convention Facilities Support
- ☐ Other (Please contact the county if you select this option)

2. Please select the Planning Area of Salt Lake County where the project is located.

Please refer to the SLCo Planning Areas Map in the Resources section above for a list of planning areas.

- ☐ North Planning Area
- ☐ West Planning Area
- ☒ East Planning Area
- ☐ Southwest Planning Area
- ☐ Southeast Planning Area

3. Organization Overview: History, programs & services offered, audiences served.

Midvale is a city roughly six square miles in area located in the center of the Salt Lake Valley. It is home to a population of approximately 34,000 residents, with the work week daytime population increasing by roughly 30,000. Midvale has many large

employers including corporate headquarters for Overstock.com, Savage Industries, FLSmidth and CHG Healthcare. Midvale's slogan, "In the Middle of Everything", is a reflection of its central location in the Salt Lake Valley, and its connections to other parts of the Valley and the Wasatch Front by a variety of modes of transportation. Midvale is located at the intersection of I-15 and I-215 and has three TRAX stops with direct access to UTA's north-south line and the Mid-Jordan line. In Spring of 2004 Midvale City adopted a trails masterplan that identified future trail opportunities throughout the city. During the planning process, residents expressed a strong desire to further develop Midvale's trail system, specifically along streams and canals.

4. Project Summary

This should be an overview of your project that explains its purpose and what it aims to accomplish (include who, what, when, where, cost). You will use the Project Details section below to provide specifics on how this will be accomplished.

Midvale City is requesting \$240,000 to help fund the development of bicycle/pedestrian trails along the East Jordan and Jordan and Salt Lake City Canal right of ways as part of its goals to improve active transportation in the City. At present Midvale City in partnership with UDOT, WRFC and Cottonwood Heights are conducting a canal trail feasibility for the two previously mention trails. UDOT has provided funding for the study. In support of this overall project, WFRC has also committed to provide funds in the amount of \$600,000 to see the construction of these trails come to fruition. The objectives deriving as a result of this study will inform the city and other stakeholders on how best to develop and construct these trails into a recreational opportunity which will connect stable residential neighborhoods to significant commercial, educational and recreational centers across the city.

5. How does the project fit within the County's Visions & Principles? (Please refer to the TRCC Support Guidelines in the Resources Tab above)

To enable and enhance the development of parks, recreation and trails systems.

The trails envisioned by this project will provide residents access to two new close to home recreation opportunities, while strengthening the connection to housing, shopping, employment, recreation, and other centers important in everyday life without requiring widespread redevelopment or displacement of existing residents and businesses. In addition, this project will strengthen mobility connections to existing UTA bus routes and provide a safe travel corridor connecting stable residential neighborhoods to community locations and growing commercial and neighborhood centers. Few north-south, off-street connections exist in central and eastern Midvale, this project would be a significant step towards providing alternative routes for individuals who walk or bike.

To support projects which address the need for proper maintenance and/or upgrades of existing facilities as well as the construction of new facilities

The canals are underutilized land intersecting the city primarily through residential neighborhoods, and along school boundaries. Designing the trails and its surroundings to create an active transportation corridor will connect stable residential neighborhoods to significant commercial, educational, and recreational centers across the City.

To encourage projects that foster collaboration, regional partnerships and shared funding.

Midvale City has partnered with UDOT develop and fund a feasibility study for the two proposed canal trails and WFRC has commitment to provide funds in the amount of \$600,000 to see the results of said study come to fruition in the form of two fully constructed canal trails. Midvale city will also work with representatives from the Canyons School District, Salt Lake County Parks and Recreation, UDOT, UTA, and prominent business/property owners within close proximity of the proposed canal trails as stakeholders and champions. Each of these stakeholders have interests in this project and their continued support is necessary to fully realize the project's objective.

6. Provide evidence of local support and community need justifying the project

Provide a list of local support and upload additional supporting documents to the Documents tab. These may include press coverage, feasibility study results, letters of support from community/donors/arts organizations in your area, etc.

Midvale City adopted a trails master plan in 2004 that identified the development of canal trails as a future trail opportunity. During the planning process, Midvale residents expressed a strong desire to further develop Midvale's Trail system specifically along the Jordan River and the East Jordan and Jordan and Salt Lake City Canal. This Trails Master Plan was incorporated as part of the City's 2016 General Plan. The City city also partook in the Mid-Valley Active Transportation plan effort which developed the backbone of a regional active transportation network in Salt Lake County. These trails have been identified as opportunities within this plan. Lastly, Midvale City was recommended funding to both employ a canal trail feasibility study on East Jordan and Jordan and Salt Lake City Canal and to construct the proposed canal trails as a result of the aforementioned study.

7. Provide evidence that your project is appropriately sized to the capacity and needs of your organization and the community. Please include attendance data.

The development of bicycle/pedestrian trails along the East Jordan and Jordan and Salt Lake City Canal right of ways will provide a much-needed recreational opportunity to the 34,000 residents who live in the city. In addition, these canals will provide these same residents connectivity to key destinations within the city. The Shops at Fort Union is a great example: by connecting this regionally significant commercial and employment center to a trail that also runs through nearby neighborhoods, residents have the option to choose their preferred transportation method to get to work, go out to eat, or visit nearby shopping opportunities. Other key destinations along these trails include housing developments, churches, schools, and parks. All of these destinations are currently only accessible by the street network, which can be intimidating for users that aren't driving. Providing safe alternatives encourages residents to explore alternative transportation methods, such as walking or bicycling, to reach their favorite destinations.

8. Detail how the project is integral to your organization's mission.

Midvale City's vision recognizes that Midvale is a diverse community of vibrant, distinct neighborhoods located in the center of the Salt Lake Valley and connected to the region by a network of transportation systems. As a result of this Vision, Midvale City's general plan calls for continued efforts to provide and improve parks, recreation, active transportation routes, and open space facilities as important assets of an active community. To fulfill this objective Midvale City must pursue methods to address the recreational needs that account for the City's current and future development conditions. The trails proposed as part of this project, will allow both current and future residents to access close to home recreation opportunities, while strengthening the connection to housing, shopping, employment, recreation, and other centers important in everyday life without requiring widespread redevelopment or displacement of existing residents and business.

9. The TRCC Support Program is a reimbursement grant. Describe in detail 1) how you plan to turn unsecured project funding sources into secured sources, AND 2) how you manage cash flow for the project.

You must demonstrate how you will have cash-in-hand to facilitate your project prior to reimbursement through the TRCC Support Program.

Midvale City will use general fund and capital fund balance to cover the overhead costs.

10. Document your ability to raise additional project funds.

Midvale City have already been awarded grant funds from TIF Active Funding in the amount of \$600,000. the requested 240,00 in this application is the required matching funds Midvale City will need to provide to move this project forward.

11. Provide an analysis of the financial impact this project will have on your organization's future finances.

The canals are underutilized land intersecting the city primarily through residential neighborhoods, and along school boundaries. Designing the trail and its surroundings to create an active transportation corridor will connect stable residential neighborhoods to significant commercial, educational, and recreational centers across the city. In developing these canal trail systems, the city hopes to turn what is currently underutilized into a recreational asset that will provide the much needed connection to economic cores and community assets. As a result, there will be increased equitable access to these various centers which will play a positive role in the economic and social livelihood of the community.

Project Details

12. Please specify type of funding you are requesting

The questions numbers below will change depending on your selection for this question.

- ☐ Consulting Funding
- ☒ Capital Funding
- ☐ Tourism Promotion Funding

13. Type of consulting services

-answer not presented because of the answer to #12-

14. Goals and objectives of consulting services

-answer not presented because of the answer to #12-

15. Scope of Work, including expected deliverable and timeline

-answer not presented because of the answer to #12-

16. Payment schedule for the work and expenses.

-answer not presented because of the answer to #12-

17. What is the site location of your project?

Please provide as specific of location details as possible.

the Jordan/Salt Lake Canal and the East Jordan Canal

18. Describe the current facility and specify if it is owned or leased.

Please also upload the deed or contract to purchase property or lease agreement (can be executed or pending) to the Documents tab.

At present, Midvale City is working with UDOT to conduct a feasibility study for the two proposed trails. This study will determine the ownership of these canals and will work with the associated canal companies to enter into agreements regarding the use and construction of the trails.

19. Scope of Work, including expected deliverable and timeline

Within your answer to this question, please provide all relevant details that will help reviewers better understand HOW you will complete your project. Please include projected start and completion dates.

At present, Midvale City is working with UDOT to conduct a feasibility study for the two proposed trails. As a result of this study, will be a scope of work including an estimated timeline of completion. This study is expected to be complete by spring of 2023.

20. Describe in detail how you will fund future capital maintenance and operating expenses. Include a five-year expense forecast and a long term maintenance budget plan.

If needed, budget plan may be uploaded to the Documents tab.

At present, Midvale City is working with UDOT to conduct a feasibility study for the two proposed trails. This study will detail the estimated cost for ongoing maintenance of the two trails.

21. Provide project management information including key personnel and their experience.

Nate Rockwood – Community Development Director

Nate has 13 years of federal, state, and local grant experience working as the Budget, Debt & Grants Director, and the Redevelopment Director of Park City Municipal Corporation. Nate has managed multiple federal grants from the EPA, FTA, USDA, DOJ, and other agencies including CDBG funding. He has extensive training in grant management. He also oversaw the Park City Public Services Grant Program, which provided more than \$1M per year to over 30 local non-profit organizations. Nate has a strong belief in supporting and developing arts and culture initiatives as a way of building an inclusive community and promoting community-based redevelopment. He has extensive experience with the Park City Main Street development and business community. He was the creator and project lead of the Park City Arts and Culture District, working to develop an arts and culture hub for the City with the Kimball Art Center and Sundance Institute as joint development partners. The Arts District will be the location of the new Kimball Art Center and Sundance Institute headquarters and will include affordable housing, artist maker spaces, community plaza spaces and theater, a transportation hub and culinary arts center & food hall. Nate has degrees in History and Sociology from San Jose State University and an MPA from BYU with emphasis in public finance and state and local government management.

22. OPTIONAL: Architectural information including site plan, space program, and schematic design.

Please upload above mentioned architectural documents to the Documents tab. If you do not have a response to this question, please put 'N/A' in the text field.

A map of the two trails has been uploaded to the documents tab.

23. Construction information including: construction cost estimate from a qualified professional, master construction budget, LEED planning (if applicable), and contingency plans for cost overruns.

Please also upload above mentioned construction information documents to the Documents tab.

n/a

24. Type of tourism promotion services

-answer not presented because of the answer to #12-

25. Goals and objectives of tourism promotion services

-answer not presented because of the answer to #12-

26. Scope of Work, including expected deliverable and timeline

-answer not presented because of the answer to #12-

27. Payment schedule for the promotional work and expenses

-answer not presented because of the answer to #12-

Documents [top](#)

Documents Requested *

REQUIRED: TRCC Project Budget Worksheet (use provided template; also available in Resources section above)

[download template](#)

REQUIRED: ORGANIZATIONAL BUDGET: Attach three years of your organization's budget to this application, including your current budget year. If submitting a municipal budget, please include relevant sections, not the entire budget

REQUIRED: Evidence of local support and

Required? **Attached Documents ***



[TRCC Project Budget Worksheet](#)



[FY 2021 General Fund](#)

[FY2022 General Fund](#)

[FY2020 General Fund](#)

[TENTATIVE FY2023 General Fund](#)



[Midvale Mayor Letter of Support](#)

community need (may include feasibility study results if applicable, press coverage, support letters from community members and arts & cultural organizations in your area, etc) (Q6)

[WFRC Letter of Support](#)

OPTIONAL: Attendance data and evidence of appropriate project size/need (Q7)

CONSULTING PROJECTS (REQUIRED): Detailed consultant project budget by a qualified professional (Q16)

CAPITAL PROJECTS (REQUIRED): Deed or contract to purchase property or lease agreement either executed or pending agreement (Q18)

CAPITAL PROJECTS (OPTIONAL): Budget plan for future maintenance and operating expenses (Q20)

CAPITAL PROJECTS (OPTIONAL): Architectural documents (may include site plan, space program, schematic design) (Q22)

[Proposed Trails](#)

CAPITOL PROJECTS (REQUIRED): Construction information documents, construction cost estimate by a qualified professional, master construction budget by a qualified professional. (Q23)

TOURISM PROMOTION (REQUIRED): Detailed project budget

* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 409903

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EXHIBIT B
Program Budget



TRCC Project Budget Worksheet

Project Summary:

Total Project Budget	\$	840,000.00
Total Funding Sources	\$	600,000.00
County Funding Requested	\$	240,000.00
Projected Surplus/(Deficit)	\$	-

Date: March 7, 2023

Project Name: Midvale Canal Trails

Applicant Name: Midvale City

Contact Name: Aubrey Ruiz

Contact Email: aruiz@midvale.com

Project Budget:

	Projected Cost	Detail
Construction/Contractor	\$ 840,000.00	
Consultants/Professional Services		
Permits/Fees		
Equipment > \$5,000		
Administrative Overhead		
Contingency		
Other		
Total Project Budget	\$ 840,000.00	

Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand			\$ -	
Pledges			\$ -	
Grants	\$ 600,000.00		\$ 600,000.00	
In-Kind Donation			\$ -	
Capital Reserve			\$ -	
Debt Issuance			\$ -	
Other			\$ -	
Total Funding Sources	\$ 600,000.00	\$ -	\$ 600,000.00	



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: May 16, 2023

SUBJECT: Review and Approval of Resolution No. 2023-R-20 Adopting the Updated Board and Committee Assignments for Midvale City

SUBMITTED BY: Matt Dahl, City Manager

SUMMARY:

Midvale City is a member entity to several interlocal, non-profit, and governmental organizations. Each year the Mayor and City Council deliberate and consider individuals they feel would best represent the City on the various governing boards and committees for those organizations. Following conversation with the Midvale Historical Society, staff is proposing that City Council Member Paul Glover serve as the city council liaison to the Midvale Historical Society. The Board and Committee Assignment List has been updated with this proposed change for consideration by the City Council.

STAFF'S RECOMMENDED MOTION: I move to approve Resolution No. 2023-R-20 adopting the updated Board and Committee Assignments for Midvale City.

Citizen's Agenda: The City Council is considering the approval of City Council Member Paul Glover as Midvale City's liaison to the the Midvale Historic Society.

Attachments: Resolution No. 2023-R-20 and Updated Committee and Board Assignments List

**MIDVALE CITY, UTAH
RESOLUTION NO. 2023-R-20**

**A RESOLUTION ADOPTING THE UPDATED BOARD AND COMMITTEE ASSIGNMENTS
FOR MIDVALE CITY**

WHEREAS, Midvale City’s Mayor, City Council members, and staff serve on various committees and boards; and

WHEREAS, the City Council desires to have representation from the City on these committees and boards; and

WHEREAS, the Midvale Historic Society has requested that City Council Member Paul Glover serve as the Midvale City Council liaison to their organization; and

WHEREAS, City Council Member Paul Glover has agreed to serve as the Midvale City Council liaison to the Midvale Historic Society; and

WHEREAS, the City Council has reviewed the proposed change to the Board and Committee Assignments List and consent to the proposed change to Midvale City’s representation on the Midvale Historic Society.

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

- Section 1.** The City Council hereby adopts the attached Board and Committee Assignments list.
- Section 2.** The City Council hereby confirms the appointment of City Council Member Paul Glover to serve as the City Council liaison to the Midvale Historical Society.
- Section 3.** This resolution shall take effect immediately.

APPROVED AND ADOPTED this 16th day of May 2023.

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	_____	_____



BOARD AND COMMITTEE ASSIGNMENTS

May 16, 2023

<u>UIA Board</u> Nate Rockwood Council Member Quinn Sperry (Alt.) (Council/Manager Decision)		<u>UTOPIA Board</u> Matt Dahl Council Member Bryant Brown (Alt.) (Council/Manager Decision)
<u>Unified Fire Authority Board</u> Mayor Marcus Stevenson Council Member Paul Glover (Alt.) Matt Dahl (Council/Manager Decision)		<u>Unified Police Department Board</u> Mayor Marcus Stevenson Council Member Paul Glover (Alt.) Matt Dahl
<u>Unified Fire Service District Board</u> Mayor Marcus Stevenson Council Member Paul Glover (Alt.) Matt Dahl (Council/Manager Decision)		<u>Midvale City Audit Committee</u> Council Member Paul Glover Council Member Heidi Robinson Jared Zachariah (Council/Manager Decision)
<u>Community Council of Midvale City</u> Council Member Heidi Robinson Matt Dahl/Nate Rockwood (Council/Manager Decision)		<u>Midvale Arts Council</u> Council Member Bryant Brown (Council/Manager Decision)
<u>Harvest Days Committee</u> Council Member Heidi Robinson (Council/Mayor Decision)		<u>South Valley Reclamation Facility</u> Glen Kennedy Keith Ludwig (Alt.)
<u>Jordan Valley Water Cons. Dist.</u> Board Member – Reed Gibby Glen Kennedy Keith Ludwig Alan Hoyne		<u>TransJordan Landfill</u> Kane Loader Glen Kennedy (Alt.)
<u>Midvale Historical Society</u> Council Member Paul Glover (Council/Manager Decision)		<u>Community Building Community</u> Mayor Marcus Stevenson (Council/Manager Decision)

<u>Mosquito Abatement District</u> Council Member Paul Glover (Council/Manager Decision)		<u>VECC</u> Matt Dahl (City Manager Appt.)
<u>ULCT Legislative Policy Committee</u> Mayor Marcus Stevenson Matt Dahl Council Member Quinn Sperry (Council/Manager Decision)		<u>Assoc. of Government Councils</u> Council Member Heidi Robinson (Council/Manager Decision)
<u>Council Governments (COG)</u> Mayor Marcus Stevenson (Mayor Appt.)		<u>Shelter the Homeless Board</u> Council Member Quinn Sperry (Council/Manager Decision)
<u>Conference of Mayors</u> Mayor Marcus Stevenson (Mayor Appt.)		<u>Planning Commission</u> Council Member Dustin Gettel (Council/Manager Decision)
<u>Boys and Girls Club Board</u> Council Member Dustin Gettel Mayor Marcus Stevenson (Council/Manager Decision)		<u>Animal Services Advisory</u> <u>Committee</u> Council Member Dustin Gettel
<u>Jordan River Commission</u> Council Member Dustin Gettel (Council/Manager Decision) Wendelin Knobloch (Alt.)		<u>Road Home Coordinating</u> <u>Committee</u> Mayor Marcus Stevenson
<u>Utah Homelessness Council</u> Mayor Marcus Stevenson		<u>Community Development Block</u> <u>Grant Policy Committee</u> Mayor Marcus Stevenson
<u>Air Quality Policy Advisory Board</u> Keith Ludwig Council Member Dustin Gettel		<u>Canyons Education Foundation</u> Council Member Quinn Sperry
<u>Homeland Security Grants Council</u> Nate Rockwood Christian Larsen (Alt.)		<u>Salt Lake County Board of Health</u> Mayor Marcus Stevenson
<u>Utah Community Action Board of</u> <u>Trustees</u> Mayor Marcus Stevenson		<u>Arts House Selection Committee</u> TBD