MIDVALE CITY COUNCIL MEETING
AGENDA
April 04, 2017

PUBLIC NOTICE IS HEREBY GIVEN that the Midvale City Council will hold a regular meeting on the 4th day of April, 2017 at Midvale City Hall, 7505 South Holden Street, Midvale, Utah as follows:

6:30 PM
INFORMATIONAL ITEMS
I. CITY MANAGER BUSINESS

7:00 PM
REGULAR MEETING
II. GENERAL BUSINESS
A. WELCOME AND PLEDGE OF ALLEGIANCE
B. ROLL CALL
C. Proclamation Declaring May 20th as "Kids to Park Day"

III. PUBLIC COMMENTS
Any person wishing to comment on any item not otherwise 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.

IV. COUNCIL REPORTS
A. Council Member Stephen Brown
B. Council Member Paul Glover
C. Council Member Paul Hunt
D. Council Member Quinn Sperry
E. Council Member Wayne Sharp

V. MAYOR REPORT
A. Mayor JoAnn B. Seghini

VI. ACTION ITEMS
A. Approve Resolution No. 2017-R-11 Authorizing the Mayor to enter into an agreement with Black Forest Paving for the Allen Street Reconstruction Project [Keith Ludwig, City Engineer]
B. Approve Resolution No. 2017-R-12 Authorizing the Mayor to enter into an agreement with Kilgore Contracting for the 2017-2020 Midvale City Paving Preservation Project [Keith Ludwig, City Engineer]
C. Approve Resolution No. 2017-R-13 Authorizing the Mayor to enter into an agreement with Stake
Parsons Companies for the 2017-2020 Midvale City Paving Restoration Project [Keith Ludwig, City Engineer]

D. Approve Resolution No. 2017-R-14 Authorizing the Mayor to enter into an agreement with Quick Silver Concrete for the 2017-2020 Midvale City Concrete Repair Project [Keith Ludwig, City Engineer]

E. Consider adoption of Ordinance No. 2017-O-04 amending the Transit Oriented Development (TOD) Zone, creating the Transit Oriented Development (TOD) Zone and amending the City Zoning Map [Phillip Hill, Asst. City Manager/Community Development Director]

VII. CLOSED SESSION FOR DISCUSSION OF THE CHARACTER, PROFESSIONAL COMPETENCE, OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL

VIII. ADJOURN

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

A copy of the foregoing agenda was provided to the news media by email and/or fax; the agenda was posted in the City Hall Lobby, the 2nd Floor City Hall Lobby, on the City’s website at www.midvalecity.org and the State Public Notice Website at http://pmn.utah.gov. Council Members may participate in the meeting via electronic communications. Council Members’ participation via electronic communication will be broadcast and amplified so other Council Members and all other persons present in the Council Chambers will be able to hear or see the communication.

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

DATE POSTED: MARCH 31, 2017

RORI L. ANDREASON, MMC
H.R. DIRECTOR/CITY RECORDER
SUBJECT: Agreement with Black Forest Paving for the Allen Street Project

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

SUMMARY:

The City has received CDBG funds for the Allen Street project.

We had the plans and specifications finalized and put this project out for bid. We held a bid opening on March 16, 2017 and after evaluating the bids, determined that Miller Paving had the lowest responsible bid.

An award letter was sent to Black Forest Paving and an agreement has been prepared for this project.

We will hold a preconstruction meeting with Black Forest Paving as soon as possible so that they can get this project underway.

As your next regular Council Meeting is two weeks out, I am asking for a suspension of the rules so that you can take action on this item tonight.

FISCAL IMPACT: Black Forest Paving’s bid is $171,558. The funding for this project consists of $108,000 of CDBG funds and the balance of $63,558 from City B&C road funds.

STAFF’S RECOMMENDATION AND MOTION:

I move that we suspend the rules and approve Resolution No. 2017-R-11, and authorize the Mayor to sign the agreement with Black Forest Paving for the construction of the Allen Street Project.

Attachments:

Resolution No. 2017-R-11
Agreement
RESOLUTION NO. 2017-R-11

WHEREAS, Midvale City has received CDBG funds for the Allen Street project; and

WHEREAS, design drawings and specification have been prepared by Ensign Engineering to meet City standards; and

WHEREAS, the City advertised the Allen Street Project to solicit bids from qualified contractors to construct this project; and

WHEREAS, the City held a public bid opening on March 16, 2017; and

WHEREAS, the City has evaluated these bids based on the criteria noted in the bid documents, and based on that evaluation wishes to award the Allen Street Project to Black Forest Paving; and

WHEREAS, an agreement has been prepared between the City and Black Forest Paving.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council adopts this resolution authorizing the Mayor to sign the agreement with Black Forest Paving for the construction of the Allen Street Project.

APPROVED AND ADOPTED this _____ day of ____________, 2017.

______________________________
JoAnn Seghini, Mayor

ATTEST:

______________________________
Rori L. Andreason,
City Recorder

Voting by the City Council

<table>
<thead>
<tr>
<th></th>
<th>“Aye”</th>
<th>“Nay”</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephen Brown</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td>Paul Glover</td>
<td>_____</td>
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<tr>
<td>Quinn Sperry</td>
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<tr>
<td>Paul Hunt</td>
<td>_____</td>
<td>_____</td>
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<tr>
<td>Wayne Sharp</td>
<td>_____</td>
<td>_____</td>
</tr>
</tbody>
</table>
Allen Street Reconstruction
BID OPENING: March 16, 2017 at 3:00 p.m.

<table>
<thead>
<tr>
<th>NAME/s OF COMPANY</th>
<th>BID TOTAL</th>
<th>Bond</th>
<th>Addendums</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black Forest Paving</td>
<td>$171,558.00</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Beck Construction</td>
<td>$207,270.00</td>
<td>✔</td>
<td>✔</td>
</tr>
<tr>
<td>Kilgore</td>
<td>$175,043.00</td>
<td>✔</td>
<td>✔</td>
</tr>
</tbody>
</table>
DOCUMENT 00300

BID FORM-REV. PER ADDENDUM 1

PROJECT IDENTIFICATION:

Allen Street Reconstruction

THIS BID IS SUBMITTED TO:

Midvale City
7505 South Holden Street
Midvale, Utah 84047

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents for the Contract Price and within the Contracted Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and submit the agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   A. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged: (List Addenda by Addendum Number and Date):
      Date: 3/14/17
      Number: #1

   B. BIDDER has visited the City and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the work.

   C. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the work.

   D. This Bid genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in the conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain itself any advantage over any other Bider or over OWNER.

4. BIDDER will complete the Work for the prices shown on the attached Bid Schedule. Estimated quantities are not guaranteed and are only for the purpose of comparison of Bids and determination of initial Contract Price in accordance with the General Conditions. Other items of work defined in the specifications and/or drawings, but not listed in the Bid Schedule(s) and shall be paid for under the bid items listed to which it is related. Final payment will be based on actual quantities for unit price items and bid price for lump sum items. Bidder shall make no claims for anticipated profits or additional compensation for any increase or decrease in quantities.
Midvale City
Allen Street Reconstruction

A. Determination of Quantities: It is further understood that the actual quantities will be determined by Midvale City upon completion of the work. Measurements of Quantities shall be as specified under the particular section of construction specification pertaining to that item.

B. Elimination of Work: It is understood that the Owner shall have the right to eliminate portions of the work, should it decide it is in its best interest to do so.

5. BIDDER will complete the Work in accordance with the Contract Documents for the following prices:

6. The following documents are attached to and made condition of this bid

A. Required Bid Security in the form of certified check or Bid Bond
B. Document 004537-Status Verification System Affidavit

**BID SCHEDULE A**

**TOTAL BID SCHEDULE A**

171,558.00

(figure)

(use words)

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MOBILIZATION</td>
<td>L.S.</td>
<td>-</td>
<td>-</td>
<td>20,000.00</td>
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<tr>
<td>2</td>
<td>REMOVE CURB AND GUTTER</td>
<td>L.F.</td>
<td>620</td>
<td>8.00</td>
<td>4,960.00</td>
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<tr>
<td>3</td>
<td>REMOVE SIDEWALK/CONCRETE PARK STRIP</td>
<td>S.F.</td>
<td>4,180</td>
<td>1.90</td>
<td>7,942.00</td>
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<tr>
<td>4</td>
<td>REMOVE/PULVERIZE ASPHALT</td>
<td>C.Y.</td>
<td>70</td>
<td>31.00</td>
<td>2,170.00</td>
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<tr>
<td>5</td>
<td>REMOVE BASECOURSE/SUB-BASE MATERIAL</td>
<td>C.Y.</td>
<td>560</td>
<td>24.00</td>
<td>13,440.00</td>
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<tr>
<td>6</td>
<td>REMOVE TREES</td>
<td>E.A.</td>
<td>8</td>
<td>1,000.00</td>
<td>8,000.00</td>
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<tr>
<td>7</td>
<td>INSTALL BASECOURSE</td>
<td>C.Y.</td>
<td>360</td>
<td>31.00</td>
<td>11,160.00</td>
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<tr>
<td>8</td>
<td>INSTALL 3&quot; ASPHALT</td>
<td>S.F.</td>
<td>14,020</td>
<td>1.35</td>
<td>18,226.00</td>
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<tr>
<td>9</td>
<td>INSTALL CURB AND GUTTER</td>
<td>L.F.</td>
<td>620</td>
<td>24.00</td>
<td>14,880.00</td>
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<tr>
<td>10</td>
<td>INSTALL FLARED DRIVE APPROACH (APRON)</td>
<td>S.F.</td>
<td>510</td>
<td>7.00</td>
<td>3,570.00</td>
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<tr>
<td>11</td>
<td>INSTALL 4&quot; SIDEWALK</td>
<td>S.F.</td>
<td>3,200</td>
<td>4.20</td>
<td>13,440.00</td>
</tr>
<tr>
<td>12</td>
<td>INSTALL 6&quot; SIDEWALK</td>
<td>S.F.</td>
<td>560</td>
<td>7.60</td>
<td>3920.00</td>
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<tr>
<td>13</td>
<td>RESET WATER VALVE</td>
<td>E.A.</td>
<td>3</td>
<td>609.00</td>
<td>1,827.00</td>
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<td>14</td>
<td>RESET WATER METER</td>
<td>E.A.</td>
<td>6</td>
<td>750.00</td>
<td>4,500.00</td>
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<tr>
<td>15</td>
<td>*RESTORATION IMPROVEMENTS</td>
<td>L.S.</td>
<td>1</td>
<td>-</td>
<td>10,000.00</td>
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<tr>
<td>16</td>
<td>*SUB-GRADE STABILIZATION</td>
<td>L.S.</td>
<td>1</td>
<td>-</td>
<td>30,000.00</td>
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<tr>
<td>17</td>
<td>*REMOVE AND REPLACE 4' WATERWAY</td>
<td>L.F.</td>
<td>40</td>
<td>60.00</td>
<td>2,400.00</td>
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<td>18</td>
<td>REMOVE (1) STUMP</td>
<td>E.A.</td>
<td>-</td>
<td>900.00</td>
<td>900.00</td>
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</table>
Midvale City  
Allen Street Reconstruction

<table>
<thead>
<tr>
<th></th>
<th>CROSS WALK/ STOP BAR MARKINGS</th>
<th>S.F.</th>
<th>200</th>
<th>4.00</th>
<th>800.00</th>
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<tbody>
<tr>
<td>19</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Bid Amount $ 171,558.00

NAME OF BIDDER: Black Forest Paving  
DATE: 3/16/17

* Items only to be used at the discretion of Owner and Engineer. Items may only be billed with the written authorization of owner/engineer.

COMPLETION DATE:

I/We guarantee to complete the work within a 90-day substantial completion and a 120-day final completion, after receipt of Notice to Proceed should I/We be the successful bidder.

Liquidated damages for this portion of the work is $750.00 per calendar day.

This bid shall remain good for 60 days after bid opening. Unit prices shall remain in effect for the period of 18 months commencing with the bid date.

Bidders are required to submit to the Midvale City a copy of their State of Utah Contractor’s License, including a statement of licensure limits. If bidder has request an increase of monetary licensure limits, a copy of that request must be attached to the Bid at the time the Bid is submitted to the Midvale City.
Midvale City
Allen Street Reconstruction

To the City of Midvale

Gentlemen:

The undersigned, in compliance with you invitation for bids for the

Allen Street Reconstruction

having examined the Drawings and Specifications and related documents and the site of the proposed work and being familiar with all the conditions surrounding the construction of the proposed project, including the availability of labor, hereby proposed to furnish all labor, materials and supplies as required for the work in accordance with the contact documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the work required under the contract documents of which this Proposal is a part:

Quantities shown are approximate. Owner reserves the right to increase quantities by 50% or decrease quantities by 50% from the above stated unit prices to stay within budget.

I/we guarantee to complete the work by __________, should I/we be the successful bidder.

(Signature)

a. Communication concerning this Bid shall be addressed to the following address:

Midvale City Corporation
7505 South Holden Street
Midvale, Utah 84047

b. The terms used in this Bid which are defined in the General Conditions of Construction Contract included as part of the Contract Documents have the meaning assigned to them in the General Conditions.

SUBMITTED on __________

Contrator ____________________________

By ____________________________

Project Manager

Agent

Business Address ____________________________

Phone No. __________

Date __________

State Department of Business Regulation License No. __________
Midvale City
Allen Street Reconstruction

BID SECURITY

Upon receipt of “Notice of Acceptance” of this bid, the undersigned agrees to execute the Contract within five (5) days and deliver the Payment Bond and the Performance Bond in the prescribed form in amount One Hundred Percent (100%) of the General Construction Contract Price for faithful performance of the Contract. The Certified Check, Cashier’s Checks or Bid Bond attached, in the amount of no less than five percent (5%) of the above bid sum, shall become the property of the City in the event that the Contract is not negotiated and/or the Owner’s Protective Bonds are not delivered within the time set forth, as liquidated damages for the delay and additional expense caused thereby.

Enclosed is __________ as required in the
(Certified Check, Cashier’s Checks or Bid Bond)

sum of __________ (DOLLARS)

5% of total bid amount
PROPOSAL DATA

1. Materials
   1. Portland Cement Concrete Supplier: Genoa Rock
   2. Asphaltic Concrete Supplier: AMI

2. Subcontracted Information
   Work Subcontracted: Diamond Tree Removal
   Name of Subcontractor: Arrow Concrete

3. Contractor Information
   Bidder's Representative:
   Name: Black Forest Paving, Karl Jeffay
   Address: 9824 S. Fairview Park Rd.
   Telephone: 901-238-1313
   Contractor License No.: 9670578-5591
   Issuing State: Utah
   License Type: E-100 General

Submitted By:
Black Forest Paving

By
Project Manager / Owner

SEAL
(If a Corporation)

Business Address:
West Jordan, UT 84081

DATE: 3/10/17

City and State
General Requirements
STATUS VERIFICATION SYSTEM AFFIDAVIT

PART 1  GENERAL

1.1 CONTRACTOR

A. Name: Black Forest Paving

B. Address: 9524 S, Foulnois Park Rd, West Jordan, UT 84081

C. Telephone number: 801 280-1313

D. Facsimile number: 801 280-1314

1.2 OWNER

A. The name of the OWNER is Midvale City Corporation

1.3 CONSTRUCTION CONTRACT

A. The Construction Contract is known as Allen Street Reconstruction

PART 2  REQUIREMENTS

2.1 REGISTRATION AND PARTICIPATION

A. CONTRACTOR has completed a status verification system registration process and is in compliance with the requirements of Utah Code Section 63G-11-103.

B. CONTRACTOR will supply their Company Information page from the status verification system’s website (screen shot of enrollment or company information page). The Company Information page shall be submitted in conjunction with this Document 00 45 37 — Status Verification System Affidavit.

C. CONTRACTOR will require similar affidavits of registration and participation, as well as Company Information pages from a status verification system website, for any subcontractor who works under the terms of these Contract Documents.

PART 3  EXECUTION

3.1 CONTRACTOR’S SUBSCRIPTION AND ACKNOWLEDGMENT
Midvale City
Allen Street Reconstruction

A. CONTRACTOR's signature: [Signature]

B. CONTRACTOR's Status Verification System ID Number: 1119564

Please print name here: Earl Jolley

D. Title: Project Manager

E. CONTRACTOR's Utah license number: 9670578-5501

Acknowledgment

State of: Utah

County of: Salt Lake

The foregoing instrument was acknowledged before me this March 15, 2017 by Earl Jolley, Project manager (person acknowledging and title or representative capacity, if any)

[Signature]

Notary's signature

1528 Wheeler Glen Cove South Jordan, UT 84095

Residing at

July 8, 2019

My commission expires:

END OF DOCUMENT
Bid Bond

CONTRACTOR:
(Name, legal status and address)
Black Forest Paving, LLC
9524 South Feulner Park Road
West Jordan, Utah 84081

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431

OWNER:
(Name, legal status and address)
Midvale City

BOND AMOUNT:
Five Percent (5%) of amount bid

PROJECT:
(Name, location or address, and Project number, if any)
Allen Street Reconstruction

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of March, 2017

(Witness)
Leavitt Insurance & Central Bond Services, Inc.
411 West 7200 South, Ste. 102
P.O. Box 338
Midvale, UT 84047
(801) 566-7272

Black Forest Paving, LLC
(Principal)

The Ohio Casualty Insurance Company
(Surety)

David T. Smedley, Attorney-in-Fact
(Title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alan C. Anderson, David T. Smedley, Edward Golub

all of the city of MIDVALE, state of UT, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of December, 2014.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: ___________________________
   (Signature)
   David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 3rd day of December, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

By: ___________________________
   (Signature)
   Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of December, 2014.

By: ___________________________
   (Signature)
   Gregory W. Davenport, Assistant Secretary
## Allen Street Project Bid Abstract

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
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<th>Total Cost</th>
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Total Cost: $171,558.00  
Total Cost: $175,043.00  
Total Cost: $207,270.00
DOCUMENT 00500

AGREEMENT FORM

THIS AGREEMENT dated as of the _______________ day of ______________________, 2016, is by and between Midvale City (hereinafter called OWNER), and ________________ (hereinafter called CONTRACTOR).

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

Article 1. WORK

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

The construction of the "Allen Street Site Improvements" at Allen Street in Midvale City, Salt Lake County, Utah.

Article 2. ENGINEER

The Project has been designed by:

Ensign Engineering and Land Surveying
45 West 10000 South
Sandy, UT 84070

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

Article 3. CONTRACT TIME

3.1. The Work will be substantially completed on or before 90-day substantial completion, and will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before 120 day from issuance of notice to proceed. (If weather shutdown is agreed upon, revised dates will be established).

Article 4. CONTRACT PRICE

4.1. OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds for the amount of $____, in accordance with the Construction Bid Form included herewith.

(See attached Construction Bid Form)

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
5.1. PROGRESS PAYMENTS: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR’S Application for Payment on or about the 10th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 14.02 of the General Conditions or, in the event there is no schedule of values, as provided in the General Requirements.

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

90% (Ninety Percent) of Work completed

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

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

Article 6. NOT USED

Article 7. CONTRACTOR’S REPRESENTATIONS

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

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

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

Article 8. CONTRACT DOCUMENTS

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

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

8.2. Exhibits to this Agreement.

8.3. Notice of Award (Section 420).

8.4. General Conditions (Section 700)

8.5. Supplementary Conditions (Section 800 pages 1 to 5)
8.6. Specifications bearing the title TECHNICAL SPECIFICATIONS and consisting of the divisions as listed in table of contents thereof.

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

8.8. Addenda numbers ___ to ___ inclusive.

8.9. CONTRACTOR'S Bid

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

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

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

Article 9. MISCELLANEOUS

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

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

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
Article 10. OTHER PROVISIONS

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

This Agreement will be effective on ________________ 20 ________.

OWNER: Midvale City

By ____________________________

[CORPORATE SEAL]

Attest ____________________________

Address for giving notices:
7505 Holden St ____________________________
Midvale, Utah 84047 ____________________________

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

CONTRACTOR ____________________________

By ____________________________

[CORPORATE SEAL]

Attest ____________________________

Address for giving notices:
______________________________

______________________________

License No. ____________________________

Agency for service process:

(If CONTRACTOR is not a corporation, attach evidence of authority to sign.)
SUBJECT: Agreement with Kilgore Contracting, L.L.C. for the 2017-2020 Midvale City Pavement Preservation Project, a multi-year contract

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

SUMMARY:

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

Over the next three years, we will be using $6 million in bond money, along with some B&C Road Funds, to do as much pavement management work as possible.

We have split this work into two pieces. This contract specifically deals with slurry seals and crack sealing.

We had two contractors submit proposals, and after going through our evaluation process which included project approach, experience of foremen, track record and bid, Kilgore Contracting was deemed to be the best overall bidder.

We have a contract prepared for the City to enter into with Kilgore Contracting and would like to have the Mayor sign this contract. A resolution has been prepared to that affect.

As your next regular meeting is two weeks out, I am asking that you suspend the rules so that you can act on this item tonight.

FISCAL IMPACT: We typically use money from our allocation of B&C Road Funds, this will be supplemented by the bond funds for the next three years. I anticipate spending around $200,000 per year on this portion of the work.

STAFF’S RECOMMENDATION AND MOTION:

I move that we suspend the rules and approve Resolution No. 2017-R-12, authorizing the Mayor to sign an agreement with Kilgore Contracting for the 2017-2020 Midvale City Pavement Preservation project.
Attachments:

Resolution No. 2017-R-12
Agreement
Bidding documents
RESOLUTION NO. 2017-R-12

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

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

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

WHEREAS, the City held a public bid opening on March 16, 2017 for the 2017-2020 Midvale City Pavement Preservation project; and

WHEREAS, the City has evaluated the bids based on the criteria noted in the bid documents, and based on that evaluation wishes to award the 2017-2020 Midvale City Pavement Preservation project to Kilgore Contracting, L.L.C.; and

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

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council adopts this resolution authorizing the Mayor to sign the agreement with Kilgore Contracting, L.L.C. for the construction of the 2017-2020 Midvale City Pavement Preservation program.

APPROVED AND ADOPTED this _____ day of __________, 2017.

____________________________
JoAnn Seghini, Mayor

ATTEST:

____________________________
Rori L. Andreason,
City Recorder

Voting by the City Council

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<tr>
<th></th>
<th>“Aye”</th>
<th>“Nay”</th>
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<tbody>
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<td>_____</td>
<td>_____</td>
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<tr>
<td>Paul Glover</td>
<td>_____</td>
<td>_____</td>
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<tr>
<td>Quinn Sperry</td>
<td>_____</td>
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<td>_____</td>
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<tr>
<td>Wayne Sharp</td>
<td>_____</td>
<td>_____</td>
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<td>Bond</td>
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<tr>
<td>Morgan Pavement</td>
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## 2017 - 2020 Midvale City Pavement Preservation

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<th>Morgan Pavement</th>
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**Total Cost:** $193,522.60 $220,357.29
### Midvale City
#### 2017-2020 Asphalt Preservation
March, 2017

**Evaluation:**

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<tr>
<td>2 Approach</td>
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<td>3 Experience</td>
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**Weighted Scores**

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*Note: Lowest number obtained gives rating for best overall ranking score.*

**Recommendation:** Award Project to Kilgore Contracting
DOCUMENT 00300

BID FORM

PROJECT IDENTIFICATION:

2017-2020 Midvale City Pavement Preservation

THIS BID IS SUBMITTED TO:

Midvale City
7505 South Holden Street
Midvale, Utah 84047

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents for the Contract Price and within the Contracted Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and submit the agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER’S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged: (List Addenda by Addendum Number and Date):

   Date          Number

   ____________  ____________
   ____________  ____________
   ____________  ____________

B. BIDDER has visited the City and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the work.

C. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the work.

D. This Bid genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in the conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain itself any advantage over any other Bidder or over OWNER.

4. BIDDER will complete the Work for the prices shown on the attached Bid Schedule. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids and determination of initial Contract Price in accordance with the General Conditions. Other items of work defined in the specifications and/or drawings, but not listed in the Bid Schedule(s) and shall be paid for under the bid items listed to which it is related. Final
payment will be based on actual quantities for unit price items and bid price for lump sum items. Bidder shall make no claims for anticipated profits or additional compensation for any increase or decrease in quantities.

A. Determination of Quantities: It is further understood that the actual quantities will be determined by Midvale City upon completion of the work. Measurements of Quantities shall be as specified under the particular section of construction specification pertaining to that item.

B. Elimination of Work: It is understood that the Owner shall have the right to eliminate portions of the work, should it decide it is in its best interest to do so.

5. BIDDER acknowledges that the following selection criteria will be used to award this project, and has attached the required information to enable that evaluation:

This project is to be awarded based on four criteria, each to be weighted as noted. The four criteria are: (1) Bid price, 30%; (2) Approach to Project, 20%; (3) Past experience of Bidder and Bidder's construction foreman assigned to this project, and past experience of Midvale City with Bidder, 20%; and (4) Demonstrated Track Record of Bidder 30%. Each of the three areas will be scored separately by the Owner, who will rank each Bidder. The best-ranked Bidder in each area will be given a 1, the second best a 2, and so forth. The ranking will then be totaled and the Bidder with the lowest total score will be awarded the project. Bidder should include information with his bid that addresses the three areas noted above, as described below:

A. Base Bid, (30%): Bidder to completely fill out the Bid Schedule included in these specifications. The Base Bid and Bid Bond are to be sealed in a separate envelope labeled 'Base Bid', and placed in the envelope with the Bidder's other information. The opening of this Base Bid envelope will constitute the Public Bid Opening.

B. Approach to Project (20%): Bidder to prepare a written narrative describing his approach to this project specifically addressing traffic control, access to business and private owner properties, public relations, how construction is to progress, and any other aspect to this project the Bidder views as crucial to its success.

C. Past Experience of Bidder's Construction Foreman assigned to this project, and past experience of Midvale City with this Bidder (20%): Bidder to prepare information highlighting his and his foreman's past experience on at least three (3) similar projects, including references. Midvale City will also consider any past experience the City has had with the Bidder on any prior projects performed by the Bidder for the City.

D. Demonstrated Track Record of Bidder (30%): Bidder to prepare information highlighting Bidders ability to successfully complete similar projects. Bidder to include at least (3) similar projects, including references, demonstrating ability to complete multiple year projects, which include moving to several different locations throughout a municipality or area.

E. Bidder agrees to enter into negotiations each year, for two successive years, for each bid item contained herein. It is the intent of the City to extend this contract to June 30, 2020.

The above information is to be attached to the Bid Form and made a part of the bid.

6. BIDDER will complete the Work in accordance with the Contract Documents for the following prices.

A. Bid schedule shows projected work in 2017. Work may vary significantly from year to year. No guarantees are made by the OWNER of work quantities in subsequent years.
B. BIDDER agrees that the unit prices given in this base bid will be honored through the remainder of the contract. If BIDDER or OWNER can successfully show, through Cost-Of-Living-Adjustments (COLA), or other means, that unit prices should be adjusted to account for drastic changes in market place values, negotiations can be made to change unit prices based on percentage changes in COLA or market values.

7. The following documents are attached to and made condition of this bid
   A. Required Bid Security in the form of certified check or Bid Bond
   B. Evaluation Criteria as Described Above
   C. Document 004537-Status Verification System Affidavit

Base Bid

Shall include all work for the construction of the 2017-2020 Midvale City Pavement Preservation project.

TOTAL BASE BID One hundred Ninety three thousand five hundred twenty two and sixty cents

$193,522.60

The following unit prices for materials in place shall be used to evaluate alternatives and prepare changes to the contract, if necessary. Units are estimates and may vary from year to year.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MOBILIZATION</td>
<td>L.S.</td>
<td>-</td>
<td>-</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>2</td>
<td>TYPE II SLURRY SEAL</td>
<td>S.F.</td>
<td>1,113,917</td>
<td>$4.12</td>
<td>$4,570.04</td>
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<tr>
<td>3</td>
<td>CRACK SEAL</td>
<td>L.F.</td>
<td>189,350</td>
<td>$4.29</td>
<td>$803.15</td>
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<td>4</td>
<td>LANE STRIPING</td>
<td>L.F.</td>
<td>7,810</td>
<td>$4.12</td>
<td>$31,948.06</td>
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<tr>
<td>5</td>
<td>MISC. PAVEMENT MARKINGS</td>
<td>E.A.</td>
<td>3</td>
<td>$94.60</td>
<td>$283.80</td>
</tr>
<tr>
<td>6</td>
<td>STOP BARS/ CROSS WALK PAVEMENT MARKINGS</td>
<td>S.F.</td>
<td>1,380</td>
<td>$1.575</td>
<td>$2,173.50</td>
</tr>
</tbody>
</table>

Total Bid Amount $193,522.60

NAME OF BIDDER Kilgore Contracting

DATE 3/16/17

**For reference the Slurry estimated in 2018 is 784,074 SF and in 2019 the estimated quantity is 1,690,764 SF. This quantity may vary as needed to meet budgets.
To the City of Midvale:

The undersigned, in compliance with you invitation for bids for the

**2017-2020 Midvale City Pavement Preservation**

having examined the Drawings and Specifications and related documents and the site of the proposed work and being familiar with all the conditions surrounding the construction of the proposed project, including the availability of labor, hereby proposed to furnish all labor, materials and supplies as required for the work in accordance with the contact documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the work required under the contract documents of which this Proposal is a part:

Quantities shown are approximate. Owner reserves the right to increase quantities or decrease quantities as necessary to stay within budget.

I/we guarantee to complete the work by **08/31/2017**, should I/we be the successful bidder.

[Signature]

a. Communication concerning this Bid shall be addressed to the following address:

Midvale City Corporation
7505 South Holden Street
Midvale, Utah 84047

b. The terms used in this Bid which are defined in the General Conditions of Construction Contract included as part of the Contract Documents have the meaning assigned to them in the General Conditions.

SUBMITTED on **March 16, 2017**

By **B. Hall**

(Title)

Business Address: **7051 W. 2100 So. SLC, UT 84128**

Phone No. **801-250-0132**

Date **08/31/17**

State Department of Business Regulation License No.

BID FORM
**PROPOSAL DATA**

1. Materials

   1. Slurry Seal Material Provider: M&M Asphalt & ASS
   2. Crack Seal Material Provider: Maxwell Products

2. Subcontracted Information

   Work Subcontracted: Type II Slurry Seal, Lane Stripping, Pavement Markings

   Name of Subcontractor: M&M Asphalt, RW Striping

3. Contractor Information

   Bidder’s Representative:
   
   Name: Kilgore Contracting
   Address: 7057 West 2100 South
   Salt Lake City, Utah 84128
   Telephone: 801-250-6132
   Contractor License No.: 7741778-5861
   Issuing State: Utah
   License Type: E100

   Submitted By:
   Kilgore Contracting
   Company
   By: B Hall
   Title: CFO

   SEAL (If a Corporation)
   
   7057 West 2100 South
   Salt Lake City, Utah 84128
   Business Address

   City and State

   DATE: 3/10/17

BID FORM
BID BOND

KNOW ALL BY THESE PRESENTS, That we, Kilgore Companies, LLC dba Kilgore Contracting

of 7057 W 2100 S, Salt Lake City, UT 84128

(hereinafter called the Principal), as Principal, and Liberty Mutual Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto Midvale City

(hereinafter called the Obligee) in the penal sum of

Five Percent of Amount Bid Dollars (5%)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

2017-2020 Midvale City Pavement Preservation

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 16th day of March, 2017.

Kilgore Companies, LLC dba Kilgore Contracting (Seal)

Principal

Kilgore Companies, LLC dba Kilgore Contracting

Title

Liberty Mutual Insurance Company

By Tina Davis

Attorney-in-Fact

Witness

Witness

Witness
State of UT
County of Salt Lake } ss:

On March 16, 2017, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Tina Davis

known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 11/18/2020

Lindsey Plattner Notary Public
THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7577814

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Linda Lee Nipper; Lindsey Plattner; Lisa Hall; Tina Davis

all of the city of Salt Lake City, state of UT, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of December, 2016.

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 21st day of December, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA

By: [Signature]
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the President or by the officers or officials granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company’s Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16TH day of MARCH, 2017.

By: [Signature]
Renee C. Llewellyn, Assistant Secretary
It is our primary goal to build a long term relationships with our customers. We clearly understand that as a Company we will only be successful to the extent that we develop revenue from loyal long term customers. In this industry we understand that not everything goes as planned, even with the best of intentions, planning and preparations. However, with a relationship built for the long term, when issues, challenges and problems happen, solutions can be found and these challenges can be worked through that will lead to the projects successful completion. Costs can be reduced, quality can be improved as we seek a long term relationship. We have trained our key people, rather they be leaders within our Company or the subcontractors we partner with that these relationships are not taken for granted and that we do everything in our power to work to accomplish each projects success end. We clearly understand that our work effects, disrupts and inconveniences the public. Our goal is to minimize these interruptions as much as possible. We will notify businesses and residents of our work in their area on two occasions, one notice 1 week in advance and one more notice 48 hours in advance of our work. Notifications in this manner allows us to make accommodations for any specific needs that a residence or business owner might have. They can bring the issue to our attention and we can make arrangements to resolve any issue. We know that no one likes surprises, communication is key in this process. We will have a traffic control person with the crew full-time, that could be a flag person or multiple flag persons, signs and barriers as called for. Our crew leadership has over 10 years of experience in working, managing and performing this work. In addition to having the Midvale City contract for multiple years, we have also performed this same type of work for Farmington City, Park City, Sandy City, Riverton City, Moab City, South Salt Lake, West Jordan City, West Valley City, Tooele, Provo City, Highland City, Bluffdale and others. We have also completed many major highway and road projects, private developments, Homeowner Associations, commercial and industrial work. We have a vast and diverse list of customers. We use material supplied by Maxwell Products, one up the industry leaders for our crack seal material. Aggregate and emulsions are also supplied only by leaders in the industry. We understand that the completion of these projects on time, on budget with the public and crew safety foremost a priority will result in a quality, profitable project for all. We have found the following tools help to create these results; Comprehensive pre-construction meeting, discussing scope, scheduling, requirements, invoicing, expectations, traffic control, safety measures, clean up, weather delays, special accommodations among other things. Holding weekly Project Status meetings are also a key with daily inspector updates as work is performed to completion.
Project Management Approach

Kilgore Contracting’s approach to a project is simple: The project starts with the customer. The customer could either be the Owner, a Project Management Firm, or another Contractor. Kilgore’s estimating team will meet with the customer to review the project scope and come to an understanding of what the customer wants to accomplish. Our estimators may make some suggestions to value engineer and maximize the clients budgeted dollars. After that initial meeting, a cost estimate will be put together. Once the pricing, or bid, has been accepted by the owner, the Kilgore estimator will then become the project manager and point of contact. Kilgore uses the estimator as the project manager to ensure continuity for the owner and to maintain the relationship that has been established. We have learned through our experience, this management approach is effective because we keep the initial team members involved from the start and throughout all aspects of the project to completion.

Kilgore Contracting has the capability of self-performing the majority of the work we bid. When we need to subcontract out any portion of the work, we only solicit bids from subcontractors with whom we have previously worked and have history, or with those contractors that have a good record and reputation of performing that particular type of work. We check references on any sub-contractor that we have not worked with in the past. When selecting subcontractors some of our selection criteria include: subcontractor commitment to the project, ability to accommodate and meet the project schedule, and previous performance of specified work. Using this approach to subcontractor selection, we ensure that our customers receive high quality products from everyone involved in the project.

Once the project has been awarded the Estimator/Project Manager will develop the project schedule and review this schedule with the owner then identify the Critical Path and establish critical milestone dates. Kilgore will also set up a pre-construction meeting with the Owner, Project Manager, Superintendent, Subcontractor (if any are being used), and any other related party (such as utility companies). This pre-construction meeting includes, but is not limited to: reviewing the scope of work, reviewing schedule, reviewing subcontractor selection and their project scope, a site visit with all related parties, and a review of all materials to be used and the required specification compliance. Kilgore warrantees its work and desires to use the highest quality materials allowed and identified through the applicable specifications. We rely on the experience of professionals in the industry and assurance of independent Quality Control testing firms, that the product we provide meet the specifications and will last according to the expectancy and design of each material installed on the project. Kilgore prefers to use materials that have been proven in the industry and those products that have a successful history. The project currently being evaluated is primarily an asphalt mill and overlay, therefore a great emphasis will placed on the asphalt mix design. Kilgore plans on using asphalt aggregate from our Parleys Pit and blending the specified mix at our West Valley
Hot Plant. These mix properties identified, although different from the standard APWA, are not new to Kilgore. We have developed and worked with mix designs with these same properties.

As stated earlier, the Project Manager is the Customer’s single point of contact. He is the person that can make the decisions. The Superintendent is responsible for scheduling the field operations, workmanship, timing, safety, quality control, job site security, and general construction operations. Kilgore Contracting wants the construction process to go as seamless as possible for the owner and desires to phase the construction process in such a way as to impact the public as little as possible. We develop construction notices for the public and hand out these notices to all those individuals or groups that will be impacted by construction operations, 48 hours before work commences. Because it is always our goal to keep the public safe, there may be times where access is limited, some specific areas may be impacted, more than others areas, in order to allow construction traffic and the public traffic safe access through the site. For any public questions or concerns that may arise from the construction activities, we provide a phone number and name of someone within the Kilgore organization that is trained to address any public issue that may be presented. Issues will be addressed and follow up will be provided to those parties involved.

If the need for a change in the scope of work arises, the Project Manager will develop a time and cost proposal to review with the Customer. This cost and time impact will become a contract Change Order once negotiated and found agreeable to both parties. It is Kilgore’s approach to identify any potential changes as early as possible and work through them with the owner prior to the potential for project delays. It is our desire to have the owner fully aware of any issue that may affects budget and schedule. Changes is the scope will not be performed until all parties have signed off on the Change Order. Only the Project Manager can sign change orders.

Safety is a high priority at Kilgore Contracting. Everyone that works for our company is drug tested prior to employment. They then receive ongoing training about our safety procedures and industry safety regulations. Shirts with 6" sleeves, long pants, and boots are required. Our crews are also required to wear hardhats, safety glasses, and reflective orange vests on all of our projects. One member of each crew is a certified flagger which is helpful when there is a need to work in high traffic areas. We make sure that our jobsites are safe to the public and secure from access. To keep the public out of our workspace we develop traffic control plans and use traffic control devices. Our Traffic Control plans meet MUTCD standards and the traffic control devices are Department of Transportation approved. It is always our goal to provide safety for our employees and for the public.

Kilgore Contracting continuously strives to provide our crews with the latest and most up-to-date equipment available. This allows us to provide our customers with outstanding products and services and actively pursue new clients. Despite an increased workload over previous years, our ability to take care of any upcoming projects has not been limited. Owning and operating our own Asphalt Hot Plant allows us to control the
availability of asphalt material and thus control the schedule. Kilgore Contracting also maintains a very cordial and open relationship with other hot mix asphalt producers who are eager to do business with us. Because of this, we are able to complete jobs anywhere along the Greater Wasatch Front Area.

By way of clarification, below are the key personnel and their duties.

**Estimator / Project Manager**
- Point of Contact for Owner
- Customer Service
- Job Costing (Estimating, Budget, and Subcontractor Selection)
- Design-Build
- Change Orders
- Billing
- Maintain Project Schedule
- Assign Sub-Contractors
- Coordination with Superintendent

**Superintendent**
- Safety
- Schedule Field Operations
- Build the Scope of Work
- Subcontractor Field Management
- Quality / Workmanship
- Foreman Management

Our project management approach has proven to be the most resourceful way for us to manage a project. Owners, Owners Representatives, and General Contractors have been pleased with doing business in this manner.
DOCUMENT 00500

AGREEMENT FORM

THIS AGREEMENT dated as of the __________ day of ____________________, 2017, is by and between Midvale City (hereinafter called OWNER), and Kilgore Contracting (hereinafter called CONTRACTOR).

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

Article 1. WORK

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

The construction of the “2017-2020 Midvale City Pavement Preservation” at in Midvale City, Salt Lake County, Utah.

Article 2. ENGINEER

The Project has been designed by:

Ensign Engineering and Land Surveying
45 West 10000 South
Sandy, UT 84070

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

Article 3. CONTRACT TIME

3.1. The Work will be substantially completed on or before 150-day substantial completion, and will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before 180 day from issuance of notice to proceed. (If weather shutdown is agreed upon, revised dates will be established).

3.2. Liquidated damages will be assessed at $500 per day from substantial completion.

3.3. The contract will be, at the agreeance of OWNER and CONTRACTOR, renewable each year for up to three years. The contract will end June 30, 2020.

Article 4. CONTRACT PRICE

4.1. OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds for the amount of $1,521,460.00, in accordance with the Construction Bid Form included herewith.

(See attached Construction Bid Form)

Article 5. PAYMENT PROCEDURES
CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

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

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

90% (Ninety Percent) of Work completed

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

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

Article 6. NOT USED

Article 7. CONTRACTOR’S REPRESENTATIONS

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

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

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

Article 8. CONTRACT DOCUMENTS

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

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

8.2. Exhibits to this Agreement.

8.3. Notice of Award (Section 420).

8.4. General Conditions (Section 700)
8.5. Supplementary Conditions (Section 800 pages 1 to 5)

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

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

8.8. Addenda numbers _____ to _______ inclusive.

8.9. CONTRACTOR'S Bid

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

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

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

Article 9. MISCELLANEOUS

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

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

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
Article 10. OTHER PROVISIONS

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

This Agreement will be effective on ______________________ 20______.

OWNER: Midvale City

____________________________________
By __________________________________

[CORPORATE SEAL]

Attest ____________________________

Address for giving notices:

7505 Holden St

Midvale, Utah 84047

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

CONTRACTOR _______________________

____________________________________
By __________________________________

[CORPORATE SEAL]

Attest ____________________________

Address for giving notices:

____________________________________

____________________________________

License No. _________________________

Agency for service process:

(If CONTRACTOR is not a corporation, attach evidence of authority to sign.)
SUBJECT: Agreement with Staker Parsons Companies, L.L.C. for the 2017-2020 Midvale City Pavement Restoration Project, a multi-year contract

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

SUMMARY:

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

Over the next three years, we will be using $6 million in bond money, along with some B&C Road Funds, to do as much pavement management work as possible.

We have split this work into two pieces. This contract specifically deals with milling, asphalt overlays, subgrade repair, and soft spot rehabilitation.

We had Five contractors submit proposals, and after going through our evaluation process which included project approach, experience of foremen, track record and bid, Staker Parsons Companies was deemed to be the best overall bidder.

We have a contract prepared for the City to enter with Staker Parsons and would like to have the Mayor sign this contract. A resolution has been prepared to that affect.

As your next regular meeting is two weeks out, I am asking that you suspend the rules so that you can act on this item tonight.

FISCAL IMPACT: We typically use money from our allocation of B&C Road Funds, this will be supplemented by the bond funds for the next three years. I anticipate spending around $2 million per year on this portion of the work.

STAFF’S RECOMMENDATION AND MOTION:

I move that we suspend the rules and approve Resolution No. 2017-R-13, authorizing the Mayor to sign an agreement with Kilgore Contracting for the 2017-2020 Midvale City Pavement Preservation project.
Attachments:

Resolution No. 2017-R-13
Agreement
Bidding documents
RESOLUTION NO. 2017-R-13

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

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

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

WHEREAS, the City held a public bid opening on March 16, 2017 for the 2017-2020 Midvale City Pavement Restoration project; and

WHEREAS, the City has evaluated the bids based on the criteria noted in the bid documents, and based on that evaluation wishes to award the 2017-2020 Midvale City Pavement Preservation project to Staker Parsons Companies; and

WHEREAS, an agreement has been prepared between the City and Staker Parsons Companies.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council adopts this resolution authorizing the Mayor to sign the agreement with Staker Parsons Companies, for the construction of the 2017-2020 Midvale City Pavement Restoration program.

APPROVED AND ADOPTED this _____ day of __________, 2017.

______________________________
JoAnn Seghini, Mayor

ATTEST:
______________________________
Rori L. Andreason,
City Recorder

Voting by the City Council

<table>
<thead>
<tr>
<th></th>
<th>“Aye”</th>
<th>“Nay”</th>
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</thead>
<tbody>
<tr>
<td>Stephen Brown</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td>Paul Glover</td>
<td>_____</td>
<td>_____</td>
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<tr>
<td>Quinn Sperry</td>
<td>_____</td>
<td>_____</td>
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<tr>
<td>Paul Hunt</td>
<td>_____</td>
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<tr>
<td>Wayne Sharp</td>
<td>_____</td>
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<tr>
<td>BID</td>
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<tr>
<td>$1,916,493.72</td>
<td>Advanced Pavement and Construction</td>
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<tr>
<td>$2,109,381.81</td>
<td>Geneva Rock</td>
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<tr>
<td>$1,873,647.03</td>
<td>Black Forest Paving</td>
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<tr>
<td>$1,434,800.07</td>
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<tr>
<td>$4,149,771.72</td>
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*BID OPENING: March 16, 2017 at 2:00 P.M.*

City Recorder: [Signature]

Department Signature: [Signature]
## Midvale City
### 2017-2020 Asphalt Restoration
March, 2017

**Evaluation:**

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Black Forest</th>
<th>Staker Parsons</th>
<th>Kilgore</th>
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<td><strong>7.75</strong></td>
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### WEIGHTED SCORES

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<tr>
<th>Criteria</th>
<th>Black Forest</th>
<th>Staker Parsons</th>
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**Note:** Lowest number obtained gives rating for best overall ranking score.

**Recommendation:** Award Project to Staker Parsons
<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Black Forest Paving</th>
<th>Kilgore Companies</th>
<th>Staker Parsons</th>
<th>Geneva Rock</th>
<th>Advanced Paving &amp; Construction</th>
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<tr>
<td>Mobilization (LS)</td>
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<td>2&quot; Mill &amp; Disposal of Tailings (SF)</td>
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<td>Exit &amp; Remove existing asphalt &amp; base (CY)</td>
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<td>$2.40</td>
<td>$6,900.00</td>
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</table>

**Total Costs:**
- Black Forest Paving: $1,967,773.72
- Kilgore Companies: $1,934,880.67
- Staker Parsons: $1,872,647.03
- Geneva Rock: $2,199,381.61
- Advanced Paving & Construction: $1,916,493.72
March 16, 2017

Midvale City
7505 S Holden St
Midvale, Utah 84047

Project: 2017 – 2020 Midvale City Pavement Restoration

Dear Midvale City,

Staker Parson Companies is pleased to submit our Proposal to provide construction services as specified for the above referenced project.

A. Base Bid-
   See Base Bid Envelope.

B. Approach to Project-
   See Attached

C. Past Experience (Foreman, Superintendent, & with Midvale City)-
   See Attached

D. Demonstrated Track Record-
   See Attached

E. Bidder Agreement-
   Staker Parson Companies agrees to enter into negotiations each year, for two successive years, for each bid item contained herein.

Sincerely,

Tyler Poole
Tyler.Poole@stakerparson.com
Estimating / Project Manager
Staker & Parson Companies
89 W 13490 S, Ste 100
Draper, UT 84020
P-801-871-6646/ F-801-871-6601
2107-2020 Midvale City Pavement Restoration

Approach to Project

Throughout the partnership of Midvale City, Ensign Engineering, and the Staker Parson Companies frequent, open, and transparent communication will be key to the success of the project. The Staker Parson Superintendent and Foreman will be hands on involved in the day to day operations and the first line of communication for any construction related issues. The Project Manager will be the first line of communication for all submittals, changes, and contract related conversations.

The Staker Parson personnel given oversite of the project will meet often with the city representatives to discuss project schedule and phasing, and to coordinate the operations that are happening out in front of the paving work. Our focus will be to start and complete areas that are in close proximity to one another in order to minimize the impact to the public and to maximize construction operations.

For larger and more heavily used streets such as Main St. and 7500 S. traffic control plans will be prepared and presented for approval to the city in advance to the start of construction operations. Traffic control crews and Flaggers will be at the disposal of the construction operations in order to keep pedestrians safe and out of the work zones.

All costs for labor, equipment mobilization, traffic control, and flagging have been included in the individual bid items so the unit costs include all required work to complete the tasks. The cost for public notification has been included in the mobilization item.

Public notification will be given to all residents affected by our work well in advance of the start of construction operations. Upon award Staker Parson will present a notification plan will be presented and implemented after approval from Midvale City.
RESUME
DARRIN VAWDREY
STAKER PARSON COMPANIES

CONSTRUCTION SITE SUPERINTENDENT

Mr. Vawdrey is, quite simply, one of the most experienced roadway construction superintendents in the industry. Literally thousands of miles of Utah roadways, parking lots and driveways have been constructed or rebuilt with asphalt overlay crews under the supervision of Darrin Vawdrey.

PROJECT RESPONSIBILITIES
On-site, it is Mr. Vawdrey who schedules, supervises and controls the paving and surfacing crews. With over 29 years of experience in management of crews, he has the knowledge to complete the job correctly, and on budget. His duties include:

- Site inspection and preparation
- Equipment selection
- Equipment scheduling
- Paving and resurfacing crew supervision
- Inspection and quality control

PROJECT EXPERIENCE
Some of his specific project highlights include:

- PARK CITY OVERLAYS:
  Mill and overlay, including traffic control, of various locations all over Park City.
  Contract Price: $1 million
  Contact: Pace Erickson with Park City Public Works. 435-615-5000.

- 9400 SOUTH and 1300 EAST:
  Total reconstruct including new curb, gutter, sidewalk, stamped concrete as well as road excavation. Work also included electrical work, signal work, and pipe.
  Contract Price: 4.5 million
  Contact: Horrocks Engineering. 801-763-5100. Ryan with Sandy City. 801-568-2999.

- 3200 WEST – 4100 SOUTH to 4900 SOUTH:
  Total reconstruct including new curb, gutter and sidewalk. Also included road excavation, stamped concrete, electrical work, and pipe.
  Contract Price: $3.9 million
  Contact: Darrell Johnson with West Valley City. 801-966-3600.

- I-15; FARMINGTON TO GORDON AVENUE:
  Added a lane in each direction, including noise wall, and medium barrier.
  This project was awarded the prestigious 2010 Sheldon G Hayes Award from the National Asphalt Pavement Association which is awarded annually to the highest quality pavement project in the USA.
  Contract price: $60 million
  Contact: Karl Verhaeren with Parson Brinkerhoff. 801-803-8752.

A few other projects that Darrin has completed:
- SUMMIT CO AND JEREMY RANCH
- GLENWILDE
- I-80 SEAL COAT
GENERAL QUALIFICATIONS
In addition to such a vast amount of project experience, Mr. Vawdrey has accumulated a great amount of general experience. His general qualifications include:
- Extensive knowledge of practical asphalt overlay procedures
- Knowledge of heavy equipment maintenance and operation.
- Management of large crews and projects, as well as small and medium size projects.
- Experience with curb and gutter, water and drainage, excavation and complete city roadway requirements.

PROFESSIONAL EXPERIENCE
Construction Superintendent
STAKER & PARSON COMPANIES, Salt Lake, UT
Dates: 1987 to present

Construction Crew and Superintendent
GIBBONS & REED
Dates: 1980 to 1987

SPECIAL CERTIFICATIONS:
40 Hours Hazardous Material Training (Refresher course 8 hrs each year).
OSHA Training - annually
Traffic Control School
TRAVIS ALLAN  
STAKER PARSON COMPANIES  

CONSTRUCTION SITE SUPERINTENDENT

Mr. Allan is one of the most experienced roadway construction superintendents in the industry. Literally thousands of miles of Utah roadways, parking lots, and driveways have been constructed or rebuilt with asphalt overlay crews under the supervision of Travis Allan.

PROJECT RESPONSIBILITIES
On-site, it is Mr. Allan who schedules, supervises and controls the paving and surfacing crews. With over 16 years of experience in management of crews, he has the knowledge to complete the job correctly, and on budget. His duties include:

- Any pre-construction duties
- Equipment selection
- Equipment scheduling
- Paving and resurfacing crew supervision
- Inspection and quality control
- Expediting scheduling and work
- Contacting sub-contractors

PROJECT EXPERIENCE
Some of his specific projects include:

- US Highway 89  
  Replaced curb, gutter, sidewalk, and handicap ramps. Rotomilled and paved project.
- State Capitol  
  Finished subgrade, placed roadbase, and paved.
- Westside Railroad Realignment Project  
  Grading and paving for the new Trax line. Realignment for Front Runner as well.
- Fruit Heights Park and Ride  
  Built from ground up. Cleared and grubbed entire site. Stockpiled topsoil on site. Cut down to subgrade, added new sidewalk, curb and gutter to entire project. Brand new landscaping was put in, and a new road was built that attached two city streets together in front of the park and ride.
- Buzz Oates Building D  
  Grading, placed roadbase and paved for a new parking lot
- Custom grade and paving jobs (both large and small)

GENERAL QUALIFICATIONS
In addition to such a vast amount of project experience, Mr. Allan has accumulated a great amount of general experience. His general qualifications include:

- Extensive knowledge of practical asphalt overlay procedures
- Experience with curb and gutter, water and drainage, excavation and complete city roadway requirements.
- Knowledge of heavy equipment maintenance and operation
- Management of large crews and projects over $4 million, as well as small projects

SPECIAL CERTIFICATIONS:
Hazardous Material Training
OSHA Training - annually
Traffic Control School
Tyler Poole
Project Manager/Estimator: Staker Parson Companies

Education

Bachelor of Science, Brigham Young University- Idaho, December 2009
- Construction Management Major
- Business Management Minor

Experience

Project Manager/Estimator, Staker Parson, May 2015–Present
- Estimator for various projects ranging from $500 parking lot repairs to $70 million UDOT Projects
- Estimate, manage, and complete from 10-20 projects at any given time on Residential, Commercial, and State projects with a strong focus on safety, quality, schedule, and budget.

Engineer, Kiewit, April 2009 – May 2015
- Drainage, earthwork, and geotechnical engineer on $250 million dollar Mountain View Corridor Project
- Oversaw onsite operations for $400 thousand dollar Kennecott emergency pit pipe pumping project
- Nightshift engineer on $65 million dollar NSA project for USACE
- Ramp and widening engineer on the SR 101 National Design-Build Honor award winning project
- Contract administrator and field engineer on $15 million dollar Newfield Injection Facilities
- Structures engineer on $130 million dollar Beck Street UDOT project
- Tracked operation performance and profitability, maintaining trend charts and commodity curves
- Responsible for weekly cost summary, monthly cost reporting and forecasting
- Coordinated and maintained project 5-week and 90 day schedules

Estimator, Kiewit, April 2009 – May 2015
- Estimator of various scopes on $500 thousand - $1.2 billion DOT/civil/mining projects
- Discipline lead on Multiple Design Build DOT projects from $30 million to $1.2 billion
- Completed estimates and proposals for UDOT, ADOT, Rio Tinto, ITD, Government departments, etc.
- Estimated earthwork, roadway, pipeline, environmental, utilities, drainage, etc
- Performed technical writing and proposal graphic design for various proposals

- Managed construction crews on more than 30 different projects
- Lead crews to the successful completion of custom homes, multi family units, and log cabins
- Enhanced the development of small constructions companies through dedication to quality and safety

Training
<table>
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<tr>
<th>PROJECT/LOCATION</th>
<th>OWNER</th>
<th>CONTRACT'S</th>
<th>TYPE/DESC</th>
<th>DATE COMPLETED</th>
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<td>Alpine City 2015 Overlay Alpine, UT</td>
<td>Alpine City 20 N Main, Alpine City, UT</td>
<td>Shane Sorenson 801-763-9862</td>
<td>Total Contract $227,571</td>
<td>Asphalt Rehabilitation &amp; Pavement Overlay</td>
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<td>Bengal Blvd-Cottonwood Heights</td>
<td>City of Cottonwood Heights 1265 E Fort Union Blvd Ste 250 Cottonwood Heights, UT</td>
<td>Kyle Butterfield 801-944-7000</td>
<td>Total Contract $2,242,923</td>
<td>Asphalt Pavement Rehabilitation Concrete, Landscape &amp; Drainage</td>
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<td>2015 Grantsville City Street Overlay</td>
<td>Grantsville City 429 E Main, Grantsville, UT</td>
<td>Larry Bolinder (435) 884-3411</td>
<td>Total Contract $383,697</td>
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<td>Riverton City 2015 Overlay Riverton, UT</td>
<td>Riverton City 12765 South 1400 West, Riverton, UT</td>
<td>Brent Bennett 801-208-3136</td>
<td>Total Contract $97,604</td>
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**Project Name:**
1300 East, Sandy; Creek Rd to Draper  
UDOT Project Number: GSP-HPP-TI-2044(3)0, CM-204

**Owner:**
Utah Department of Transportation  
4501 S. 2700 W., Salt Lake City, UT 84119  
Contact: Leo Florence – 801-495-4240

**General Contractor:**
Staker Parson Companies  
Contact: Scott Anderson – 801-871-6678

**Contract Value:**
$10,912,056.50

**Project Quantities Summary:**

- **Public Information Services** LS
- **Traffic Control** LS
- **Reconstruct catch basins** 22 EA
- **Reconstruct manholes and valves** 258 EA
- **Borrow** 10330 TON
- **Remove fence** 3140 LF
- **Remove concrete sidewalk** 13320 SY
- **Remove concrete curb and gutter** 21450 LF
- **Reinforced concrete pipe** 2200 LF
- **HMA ½** 31350 Ton
- **Install curb and gutter** 29,670 LF
- **Pedestrian Access Ramps** 89 EA
- **Relocate fire hydrant** 9 EA
- **Water line loops** 8 EA
- **Concrete Sidewalk** 168,500 SF
- **Landscape restoration** LS
- **Concrete wall** 11,640 LF
- **Traffic signal Systems** 7 EA
- **Highway Lighting system** LS
Project Description and Summary:

Funding  FHWA

UDOT Contractor Overall Performance  Rating 91.4

This project is located on 1300 East from approximately 7800 So to 10600 So, in Sandy Utah. The project involved removal and replacement of existing Curb & Gutter, Reconstruction of utility structures, installation of sound walls, roadway excavation, borrow, road base, milling and asphalt paving.

The project was completed per plans and specifications in June of 2011.
**Project Name:** 300 East: 3300 South to 3900 South

**Owner:**
UDOT Region II  
2010 South 2760 West, Salt Lake City, UT 84104  
Contact: John Montoya – 801-975-4900

**General Contractor:**
Staker Parson Companies  
Contact: Travis Allan– 801-430-1681

**Contract Value:**
$3,370,411

**Project Quantities Summary:**

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<td>Roadway Excavation</td>
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<td>Irrigation/Storm Drain</td>
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<td>Pavement Message</td>
<td>9,820 LF</td>
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<td>Concrete Driveway Flared</td>
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<td>Concrete Flatwork</td>
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<td>Pavement Marking Paint</td>
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<tr>
<td>Traffic Signal System</td>
<td>2 LSU</td>
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**Project Description and Summary:**

This project was a Federally Funded Local Streets project completed for the Utah Department of Transportation.

This was a one mile long total street reconstruction project located in a residential/small commercial district of South Salt Lake City, Utah. In two phases, Staker Parson removed the existing roadway (including the curb and sidewalk,) to a depth of 20”, and replaced the roadway in-kind using geogrid, stabilization fabric, granular borrow, road base, and asphalt. Storm drain, fencing, and signage were also replaced. Great care was used on the project to maintain local traffic, pedestrian safety, and access to homes thru open and honest communication and partnering.

The project was completed per plans and specifications in October of 2015.
Project Name: 400 East Roadway Reconstruction

Owner: Springville City
110 N Main, Springville, UT 84663
Contact: Brad Stapley – 801-489-2711

General Contractor: Staker Parson Companies
Contact: Gordon Staker – 801-871-6684

Contract Value: $3,147,614.06

Project Quantities Summary:

- Roadway Excavation: 71,312 SF
- Granular Borrow: 34,876 TON
- Road base: 29,213 TON
- 3/4” HMA: 12,379 TON
- 4” Asphalt Paving: 106,509 SF
- Concrete Flatwork: 59,273 LF
- RCP Class III Pipe: 6,081 FT
- Combo/Inlet Junction Boxes: 13 EA
- Prep for Park Strip: 13,868 SF
- Irrigation- 800 S, Center St, 400 E: LS

Project Description and Summary:

This project was completed for Springville City.

The project is a complete street rebuild, requiring removal and replacement of existing curbs, walks and roadway structural section, installation of a new storm drain system, and required landscape restoration of effected properties.

The project was completed per plan and specification, on time and within project budget in 2010.
Project Name: SR-71; 3300 South to 400 South

Owner: UDOT Region II
2010 South 2760 West, Salt Lake City, UT 84104
Contact: Bryan Chamberlain – 801-975-4900

General Contractor: Staker Parson Companies
Contact: David Marley – 801-381-3625

Contract Value: $2,400,950.00

Project Quantities Summary:

- Rotomilling: 233,627 SY
- HMA 1/2": 1,112 TON
- Open Graded Surface Course: 13,740 TON
- Concrete Curb & Gutter: 250 LF
- Irrigation/Storm Drain: 149 LF
- Pavement Message: 9,820 LF
- Concrete Drainage Structures: 4 EA
- Pedestrian Access Ramps: 104 EA

Project Description and Summary:

This project was a Federally Funded project for the Utah Department of Transportation in Salt Lake City, Utah.

The project involved removing and replacing 104 pedestrian access ramps, minor storm drain installation, and profile rotomilling/ HMA paving using CAD Total Station 3D technology. Major items included a 1” rotomill on 233,627 SY and placement of a 1” Open Graded Surface Course asphalt overlay.

The project was completed per plans and specifications in 2015. Staker Parson also received a majority of the available smoothness incentive.
ACTION BY WRITTEN CONSENT
IN LIEU OF AN ANNUAL MEETING OF
THE BOARD OF DIRECTORS
OF
STAKER & PARSON COMPANIES

June 15th, 2010

The undersigned, being all of the members of the Board of Directors of Staker & Parson Companies, a Utah corporation (the “Corporation”), do hereby, pursuant to §16-10a-821 of the Utah Revised Business Corporation Act, give this written consent (a) to the dispensation of an annual meeting of the Board of Directors of the Corporation, and (b) to the taking of the following actions, such actions to have the same force and effect had a meeting been duly called and held:

ELECTION OF OFFICERS

WHEREAS, each of the officers of the Corporation resigned effective as of June 15th, 2010; and

WHEREAS, the Bylaws of the Corporation provide for the annual election of officers by the Board of Directors of the Corporation;

NOW, THEREFORE, BE IT RESOLVED, that the following persons be, and they hereby are, elected to serve, effective June 15th, 2010, as officers of the Corporation in the capacities set forth opposite their respective names until such time as their successors shall be elected and qualified:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scott W. Parson</td>
<td>President &amp; CEO</td>
</tr>
<tr>
<td>John W. Parson</td>
<td>Executive Vice President</td>
</tr>
<tr>
<td>I. Rocky Woodruff</td>
<td>Executive Vice President</td>
</tr>
<tr>
<td>Dong Peterson</td>
<td>Vice President – Strategic Sourcing &amp; Secretary</td>
</tr>
<tr>
<td>Jared Hyde</td>
<td>CFO &amp; Asst. Secretary</td>
</tr>
<tr>
<td>Scott Hineman</td>
<td>Director of Accounting, Corporate Controller &amp; Asst. Secretary</td>
</tr>
<tr>
<td>Randy Anderson</td>
<td>Region President – Staker Parson North Region</td>
</tr>
<tr>
<td>Bob Rovberry</td>
<td>Region President – Staker Parson JBP Region</td>
</tr>
<tr>
<td>Mike Kriz</td>
<td>Region President – Staker Parson Central Region</td>
</tr>
<tr>
<td>Rod Griffiths</td>
<td>Vice President – Equipment</td>
</tr>
<tr>
<td>Paul Glauser</td>
<td>Vice President – Sustainability &amp; Benefits</td>
</tr>
<tr>
<td>Curt Kinnersley</td>
<td>Vice President – Safety, HR, &amp; Organizational Development</td>
</tr>
<tr>
<td>John Grummenwald</td>
<td>Region President – Staker Parson Idaho Region</td>
</tr>
<tr>
<td>Darrell Whitney</td>
<td>Region President – Staker Parson South Region</td>
</tr>
<tr>
<td>Pat Armstrong</td>
<td>Staker Parson Idaho Region Controller &amp; Assistant Secretary</td>
</tr>
<tr>
<td>Brian McCoy</td>
<td>Staker Parson Staker Parson South Region Controller &amp; Assistant Secretary</td>
</tr>
<tr>
<td>Wes Marsden</td>
<td>Staker Parson Central Region Controller &amp; Assistant Secretary</td>
</tr>
<tr>
<td>Shane Hartze</td>
<td>Staker Parson JBP Region Controller &amp; Assistant Secretary</td>
</tr>
<tr>
<td>Scott Barrett</td>
<td>Corporate Credit Manager &amp; Assistant Secretary</td>
</tr>
<tr>
<td>Dale Green</td>
<td>Assistant Corporate Credit Manager &amp; Assistant Secretary</td>
</tr>
<tr>
<td>Charlie Brown</td>
<td>Assistant Secretary</td>
</tr>
<tr>
<td>Gary P. Hickman</td>
<td>Assistant Secretary</td>
</tr>
<tr>
<td>Michael G. O’Driscoll</td>
<td>Assistant Secretary</td>
</tr>
</tbody>
</table>
BE IT FURTHER RESOLVED, that the appropriate officers of the Corporation be, and each of them hereby is, authorized to execute and deliver such agreements, documents, certificates and other instruments under the seal of the Corporation, if required, for the purpose of selling products and securing construction work for the benefit of the Corporation and to take such other action, as they may deem necessary, advisable, convenient or appropriate to carry out and fully perform duties incident to the office or offices so appointed; and such other duties as may be prescribed by the Board of Directors from time to time;

BE IT FURTHER RESOLVED, that the Secretary or Chief Executive Officer of the Corporation may, from time to time, without further action by the Board of Directors, appoint other individuals to serve as agents authorized to execute and deliver such agreements, documents, certificates and other instruments under the seal of the Corporation, if required, for the purpose of selling products and securing construction work for the benefit of the Corporation, or remove any individuals from this capacity, and to direct those appointed to take such action, as he may deem necessary, advisable, convenient or appropriate to carry out and fully perform the duties incident to the office of Chief Executive Officer or Secretary.

BE IT FURTHER RESOLVED, that the original of this Consent, after execution by the Directors of the Corporation, be filed in appropriate order in the minute book of the Corporation.

IN WITNESS WHEREOF, the undersigned constituting all of the members of the Board of Directors of the Corporation have hereunto set their hands effective as of the date first set forth above.

Douglas Black
Michael G. O'Driscoll
John W. Parson
Scott W. Parson
APPOINTMENT OF AUTHORIZED AGENTS

Pursuant to the authority granted by the Board of Directors of Staker & Parson Companies ("the Company"), Scott W. Parson, Chief Executive Officer of the Company, hereby declares that the following individuals shall be, and each of them hereby is, appointed to serve as an Authorized Agent of the Corporation until his or her resignation, removal, disqualification, or death, and each such individual is hereby authorized to execute and deliver such agreements, documents, certificates and other instruments under the seal of the Company, if required, for the purpose of conducting the Company’s business, including selling products, securing construction work, initiating company purchases and entering into contracts, such authority being subject to the dollar amount limitations set forth by the officers of the Company, including but not limited to those designated in the Company PROACTIS limits and the Staker & Parson Companies Approval Limits Documentation:

* Authority to sign hauler agreements

*Adams, Scott
Albrecht, David
Alcaraz, Jennifer
Aldrich, Nikki
Alexander, Chris
Allan, Dawn
Allen, Drew
Allen, Joseph
Allison, Cody
Ames, Michelle
Anderson, Brad
Anderson, Brent
Anderson, Scott
Antonio, Francis
Argyle, Jory
Armstrong, Pat
Baird, Robert
Barrett, Scott
Bennett, Gary
Berntson, Brad
Berry, Todd
Binggeli, Jason
Boyer, Lane
Brown, Robert
*Brown, Tim
Burton, Alison
*Cantfield, Travis
Carter, Cole
Carter, Mark
Chamberlain, McKay
Cherrington, Kim
Cherrington, Riley
Child, Gary
Child, Shelly
Christiansen, Buddy
Clark, Pat
*Clark, Pete
Coffman, Rylene
*Collard, Bevan
*Collard, Jeff
Condrey, Darei
Covey, Larry
Crockett, Kevin
Crossley, Brooke
Dalley, Mike
Dalton, Brent
Davis, Jeff
Davis, Shannon
Doty, Travis
Dunn, Peggy
Edmonds, Brent
Eells, William
Ekhart, Alyssa
Ellingford, Preston
*Ellison, Landon
*Fabrizio, Craig
Fife, Gillman
*Fisherman, Casey
Foster, Angela
*Freeman, Gene
Forsgren, Jeff
Freston, Grace
Garcia, Krista
Giusti, Kneeland
Glancy, Christina
*Goodliffe, Jake
Green, Dale
Greenhalgh, Mark
*Groves, Jon
Gunter, Jerry
Hadley, Ron
Hales, Terry
Hallett, Terry
*Hansen, Brad
Harvey, Jeremy
Henkels, Larry
Hernandez, Ed
Heslop, Brian
Hintze, Shane
Holen, Casey
Hogge, Justin
Huschka, Nathan
Johansen, Ryan
Johnson, Braydon
Johnson, Matt
Jolley, Kevin
*Kelso, Hal
King, Darin
Larsen, James
Leonard, Jeremy
Lindsay, Chuck
Lindsay, Scott
Long, Jerry
*Love, Blake
Lovell, Ky
Luke, Eric
Lutz, Jason
Mantz, Dorance
Marsden, Wes
Marshall, Bob
Martinez, Annie
Matheson, Brian
Mattinson, Jeremy
Maxfield, James
Mays, Ashley
McCoy, Brian
McFadden, Scott
Mecham, Nicholas
*Mekle, Travis
Meldrum, Boyd
Meyers, David
Mitchell, John
Montoya, Kelly
Morgan, Kelly
Morrill, Clint
Moynier, Ryan
Murray, Randi
Murray, Ronan
*Neilsen, Erik
Nelson, Connie
Nelson, Iris
*Newby, Mike
Nicholes, Keith
<table>
<thead>
<tr>
<th>Name</th>
<th>Name</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nicoletti, Louie</td>
<td>*Rich, Dallas</td>
<td>Thompson, Jerry</td>
</tr>
<tr>
<td>Nielson, Lisa</td>
<td>Rich, Roger</td>
<td>Thorpe, Tom</td>
</tr>
<tr>
<td>Nielson, John</td>
<td>Richards, Derek</td>
<td>Thurgood, Dave</td>
</tr>
<tr>
<td>Niemeyer, Alice</td>
<td>Rivera, Sean</td>
<td>*Torgerson, Layne</td>
</tr>
<tr>
<td>Ogden, Steve</td>
<td>Ross, Kelly</td>
<td>Traveller, Sheila</td>
</tr>
<tr>
<td>*Oman, Chance</td>
<td>Rowley, Craig</td>
<td>Tregeagle, Tracy</td>
</tr>
<tr>
<td>Ostergaard, Tamara</td>
<td>Rowser, Kolby</td>
<td>Trent, Heather</td>
</tr>
<tr>
<td>Overman, Larry</td>
<td>*Russell, Ryan</td>
<td>Turner, Jim</td>
</tr>
<tr>
<td>Owen, Matt</td>
<td>*Shepherd, Tyler</td>
<td>Turpin, Brent</td>
</tr>
<tr>
<td>*Pack, Brandon</td>
<td>Simpson, Jason</td>
<td>Vanvleet, Nick</td>
</tr>
<tr>
<td>*Pack, Derrick</td>
<td>Stevenson, John</td>
<td>Wahlin, Mike</td>
</tr>
<tr>
<td>Packard, Clay</td>
<td>Sipiere, Eric</td>
<td>Waite, Glenn</td>
</tr>
<tr>
<td>*Parker, Shawn</td>
<td>Staker, Gordon</td>
<td>Walker, Adam</td>
</tr>
<tr>
<td>Peirce, Bobby</td>
<td>Staker, Jonas</td>
<td>Ward, Shawn</td>
</tr>
<tr>
<td>*Petersen, Marc</td>
<td>Staheli, Ryan</td>
<td>Warren, Jeff</td>
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<td>Peterson, Blake</td>
<td>Stephenson, Lane</td>
<td>Wilden, Joseph</td>
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<td>*Wilkes, John</td>
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<td>*Stinger, Nathan</td>
<td>Williams, David</td>
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<td>Pittson, Ryan</td>
<td>Stocks, Brian</td>
<td>Wilson, Dave</td>
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<td>Ponton, James</td>
<td>Taintor, Rhett</td>
<td>Wilson, Peter J</td>
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<tr>
<td>Poole, Tyler</td>
<td>Talbot, Jeffery</td>
<td>*Wood, Kyle</td>
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<tr>
<td>Prill, Dusty</td>
<td>Taney, Ben</td>
<td>Worthington, Michael</td>
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<tr>
<td>Rasmussen, Blake</td>
<td>Taylor, Brian</td>
<td>Yates, Todd</td>
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<td>Rasmussen, Brock</td>
<td>Taylor, Mark</td>
<td>*Ylincheta, Chris</td>
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<tr>
<td>Rentmeister, Shelly</td>
<td>Taylor, Sandy</td>
<td>Zakotnik, Wayne</td>
</tr>
<tr>
<td>Rhoades, Chris</td>
<td>Thackeray, Nicholas</td>
<td></td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, I hereunto set my hand this 15 day of August, 2016.

Scott R. Parson, Chief Executive Officer

Notary Public:

My commission expires:
DOCUMENT 00300

BID FORM

PROJECT IDENTIFICATION:

2017-2020 Midvale City Pavement Restoration

THIS BID IS SUBMITTED TO:

Midvale City
7505 South Holden Street
Midvale, Utah 84047

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents for the Contract Price and within the Contracted Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and submit the agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   A. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged: (List Addenda by Addendum Number and Date):

      | Date | Number |
      |------|--------|
      |      |        |
      |      |        |

   B. BIDDER has visited the City and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the work.

   C. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the work.

   D. This Bid genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in the conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain itself any advantage over any other Bidder or over OWNER.

4. BIDDER will complete the Work for the prices shown on the attached Bid Schedule. Estimated quantities are not guaranteed and are soley for the purpose of comparison of Bids and determination of initial Contract Price in accordance with the General Conditions. Other items of work defined in the specifications and/or drawings, but not listed in the Bid Schedule(s) and shall be paid for under the bid items listed to which it is related. Final
payment will be based on actual quantities for unit price items and bid price for lump sum items. Bidder shall make no claims for anticipated profits or additional compensation for any increase or decrease in quantities.

A. Determination of Quantities: It is further understood that the actual quantities will be determined by Midvale City upon completion of the work. Measurements of Quantities shall be as specified under the particular section of construction specification pertaining to that item.

B. Elimination of Work: It is understood that the Owner shall have the right to eliminate portions of the work, should it decide it is in its best interest to do so.

5. BIDDER acknowledges that the following selection criteria will be used to award this project, and has attached the required information to enable that evaluation:

This project is to be awarded based on four criteria, each to be weighted as noted. The four criteria are: (1) Bid price, 30%; (2) Approach to Project, 20%; (3) Past experience of Bidder and Bidder's construction foreman assigned to this project, and past experience of Midvale City with Bidder, 20%; and (4) Demonstrated Track Record of Bidder 30%. Each of the three areas will be scored separately by the Owner, who will rank each Bidder. The best-ranked Bidder in each area will be given a 1, the second best a 2, and so forth. The ranking will then be totaled and the Bidder with the lowest total score will be awarded the project. Bidder should include information with his bid that addresses the three areas noted above, as described below:

A. Base Bid, (30%): Bidder to completely fill out the Bid Schedule included in these specifications. The Base Bid and Bid Bond are to be sealed in a separate envelope labeled 'Base Bid', and placed in the envelope with the Bidder's other information. The opening of this Base Bid envelope will constitute the Public Bid Opening.

B. Approach to Project (20%): Bidder to prepare a written narrative describing his approach to this project specifically addressing traffic control, access to business and private owner properties, public relations, how construction is to progress, and any other aspect to this project the Bidder views as crucial to its success.

C. Past Experience of Bidder's Construction Foreman assigned to this project, and past experience of Midvale City with this Bidder (20%): Bidder to prepare information highlighting his and his foreman's past experience on at least three (3) similar projects, including references. Midvale City will also consider any past experience the City has had with the Bidder on any prior projects performed by the Bidder for the City.

D. Demonstrated Track Record of Bidder (30%): Bidder to prepare information highlighting Bidders ability to successfully complete similar projects. Bidder to include at least (3) similar projects, including references, demonstrating ability to complete multiple year projects, which include moving to several different locations throughout a municipality or area.

E. Bidder agrees to enter into negotiations each year, for two successive years, for each bid item contained herein. It is the intent of the City to extend this contract to June 30, 2020.

The above information is to be attached to the Bid Form and made a part of the bid.

6. BIDDER will complete the Work in accordance with the Contract Documents for the following prices.

A. Bid schedule shows projected work in 2017. Work may vary significantly from year to year. No guarantees are made by the OWNER of work quantities in 2017 or subsequent years. Owner may reduce or increase work as necessary to meet budgets.
B. BIDDER agrees that the unit prices given in this base bid will be honored through the remainder of the contract. If BIDDER or OWNER can successfully show, through Cost-Of-Living-Adjustments (COLA), or other means, that unit prices should be adjusted to account for drastic changes in market place values, negotiations can be made to change unit prices based on percentage changes in COLA or market values.

7. The following documents are attached to and made condition of this bid

A. Required Bid Security in the form of certified check or Bid Bond
B. Evaluation Criteria as Described Above
C. Document 004537-Status Verification System Affidavit

**Base Bid**

Shall include all work for the construction of the 2017-2020 Midvale City Pavement Restoration project.

TOTAL BASE BID: Six hundred forty seven thousand and three dollars and three cents

The following unit prices for materials in place shall be used to evaluate alternatives and prepare changes to the contract, if necessary. Units are estimates and may vary from year to year.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MOBILIZATION</td>
<td>L.S.</td>
<td>-</td>
<td>-</td>
<td>59,900</td>
</tr>
<tr>
<td>2</td>
<td>2&quot; MILL AND PROPER DISPOSAL OF TAILINGS</td>
<td>S.F.</td>
<td>1,309,417</td>
<td>0.12</td>
<td>161,530</td>
</tr>
<tr>
<td>3</td>
<td>4&quot; MILL AND PROPER DISPOSAL OF TAILINGS</td>
<td>S.F.</td>
<td>250,000</td>
<td>0.12</td>
<td>30,000</td>
</tr>
<tr>
<td>4</td>
<td>SHALLOW EXCAVATION ASPHALT TEE PATCH</td>
<td>S.F.</td>
<td>5,000</td>
<td>0.25</td>
<td>1,250</td>
</tr>
<tr>
<td>5</td>
<td>ADDITIONAL BASE COURSE</td>
<td>TON</td>
<td>50</td>
<td>34.41</td>
<td>1,720</td>
</tr>
<tr>
<td>6</td>
<td>LANE STRIPING</td>
<td>L.F.</td>
<td>53,015</td>
<td>0.22</td>
<td>13,783.30</td>
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<tr>
<td>7</td>
<td>MISC. PAVEMENT MARKINGS</td>
<td>E.A.</td>
<td>56</td>
<td>35.00</td>
<td>1,980</td>
</tr>
<tr>
<td>8</td>
<td>STOP BARS/CROSS WALKS</td>
<td>S.F.</td>
<td>4,215</td>
<td>9.94</td>
<td>40,234</td>
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<tr>
<td>9</td>
<td>2&quot; THICK ASPHALT OVERLAY</td>
<td>S.F.</td>
<td>1,309,417</td>
<td>0.77</td>
<td>1,008,251</td>
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<tr>
<td>10</td>
<td>4&quot; THICK ASPHALT OVERLAY</td>
<td>S.F.</td>
<td>250,000</td>
<td>1.99</td>
<td>497,500</td>
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<tr>
<td>11</td>
<td>RESET MANHOLE AND INSTALL CONCRETE COLLARS</td>
<td>E.A.</td>
<td>119</td>
<td>6.55</td>
<td>779.45</td>
</tr>
<tr>
<td>12</td>
<td>RESET VALVE BOXES AND INSTALL CONCRETE COLLARS</td>
<td>E.A.</td>
<td>110</td>
<td>4.65</td>
<td>511.50</td>
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<tr>
<td>13</td>
<td>STRUCTURAL FILL MATERIAL</td>
<td>C.Y.</td>
<td>250</td>
<td>7.06</td>
<td>17,662.50</td>
</tr>
<tr>
<td>14</td>
<td>SAW CUTTING</td>
<td>L.F.</td>
<td>1,000</td>
<td>1.25</td>
<td>1,250</td>
</tr>
<tr>
<td>15</td>
<td>EXCAVATE AND REMOVE EXISTING SUB-BASE, BASECOURSE, AND ASPHALT MATERIAL</td>
<td>C.Y.</td>
<td>300</td>
<td>55.00</td>
<td>16,500</td>
</tr>
</tbody>
</table>
Midvale City
2017-2020 Midvale City Pavement Restoration

Total Bid Amount $1,872,647

NAME OF BIDDER Staker Parson Companies DATE 03/16/17

**For reference the Mill Quantity estimated in 2018 is 646,274 SF and in 2019 the estimated quantity is 1,603,819 SF. This quantity may vary as needed to meet budgets.**
To the City of Midvale:

The undersigned, in compliance with you invitation for bids for the

2017-2020 Midvale City Pavement Restoration

having examined the Drawings and Specifications and related documents and the site of the proposed work and being familiar with all the conditions surrounding the construction of the proposed project, including the availability of labor, hereby proposed to furnish all labor, materials and supplies as required for the work in accordance with the contact documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the work required under the contract documents of which this Proposal is a part:

Quantities shown are approximate. Owner reserves the right to increase quantities or decrease quantities as necessary to stay within budget.

I/we guarantee to complete the work by Staker Parsons Co., should I/we be the successful bidder.

(Signature)

a. Communication concerning this Bid shall be addressed to the following address:

Midvale City Corporation
7505 South Holden Street
Midvale, Utah 84047

b. The terms used in this Bid which are defined in the General Conditions of Construction Contract included as part of the Contract Documents have the meaning assigned to them in the General Conditions.

SUBMITTED on Mar 16 2017
Contractor Staker Parsons Companies
By (Agent)

Project Mgr/Estimator (Title)

Business Address 89 W 13490 S, Ste 100, Draper, UT 84020
Phone No. 801-871-6600 Date 03/16/17

State Department of Business Regulation License No. 4910822-5501
PROPOSAL DATA

1. Materials
   1. Portland Cement Concrete Supplier: N/A
   2. Asphalitic Concrete Supplier: Staker Parson Companies

2. Subcontracted Information
   Work Subcontracted:
   Colors:
   Markings:
   Sewcurt

3. Contractor Information
   Name: Tyler Poole
   Address: 89 W 13490 S, Ste 100
   Draper, UT 84020
   Telephone: 801-871-6600
   Contractor License No.: 4910822-5501
   Issuing State: UT
   License Type: General Contractor

Submitted By:

Staker Parson Companies

By

SEAL (If a Coporation)

Project Manager

Title

89 W 13490 S, Ste 100
Business Address

Draper, UT 84020
City and State

DATE: 03/16/17
KNOW ALL MEN BY THESE PRESENTS, that we STAKER & PARSON COMPANIES DBA STAKER EXCAVATION, DEMOLITION, & UTILITIES

as Principal, hereinafter called the Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND

as Surety, hereinafter called the Surety, are held and firmly bound unto MIDVALE CITY

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF AMOUNT BID Dollars ($5% OF BID),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2017 - 2020 MIDVALE CITY PAVEMENT RESTORATION - MIDVALE CITY, UTAH

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16TH day of MARCH, 2017.

(Witness)  

STAKER & PARSON COMPANIES, DBA STAKER PAVING AND CONSTRUCTION  

(Principal)  

(Seal)  

(Title)  

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  

(Surety)  

(Seal)  

SCOTT ANDERSON (Title)  

Attorney-In-Fact

(Witness)
SURETY ACKNOWLEDGMENT

STATE OF UTAH  
COUNTY OF  
SALT LAKE  

On this 16TH day of MARCH, 2017, before me personally came Tim Brand, 
SCOTT ANDERSON to me known, who, being by me duly sworn, did depose and 
say that she is an Attorney-In-Fact of FIDELITY AND DEPOSIT COMPANY OF 
MARYLAND the corporation described in and which executed the within 
instrument; that she knows the corporate seal of said corporation, that the seal 
affixed to the within instrument is such corporate seal, and that she signed the said 
instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of 
said corporation and by authority of this office under the Standing Resolutions 
thereof.

Notary Public
EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate, and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this ___ day of ___________, 20___.

[Signatures]

Thomas O. McClellan, Vice President
DOCUMENT 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, ___________________________ hereinafter called the Principal, as Principal, and the __________________________, of a corporation duly organized under the laws of the State of Utah, hereinafter called the Surety, as Surety, are held and firmly bound unto Midvale City, hereinafter called the Obligee, in the sum of ___________________________ DOLLARS ($ ___________). For the payment of which sum, well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, THE PRINCIPAL HAS SUBMITTED A BID FOR:

"2017-2020 Midvale City Pavement Preservation"

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this _______ day of ___________________________ A.D. 2017.

PRINCIPAL:                                Seal: ___________________________

By: ____________________________________                                In the Presence of: ___________________________

Its: ____________________________________

Witness

Witness

Surety                                Seal: ___________________________

Title

BID BOND 00410 -1
CERIFICATE OF PARTICIPATION
EMPLOYEE STATUS VERIFICATION SYSTEM

Description of Services: 2017-2020 Midvale City Pavement Restoration

State of Utah
County of Salt Lake

The undersigned, being of lawful age and being first duly sworn, deposes and says:

1. As a condition precedent to the award by Midvale City of the contract for the project or services identified above, I, (Owner, partner, officer or authorized agent) of Staker & Parson Companies do solemnly swear that my firm or company registers and participates in a Status Verification System to verify the work eligibility status of the contractor’s new employees that have been employed after July 1, 2009, as outlined in Section 63G-11-103(3), Utah Code Annotated.

2. My firm is currently using E-Verify verification system.

3. Our client ID number for this system is 133840.

4. I am aware that by tendering this affidavit to Midvale City, I have produced an official governmental record for keeping by Midvale City. I am advised that placement of any false statements into this governmental record renders me subject to criminal penalties for falsification of a governmental record, as described in Section 76-8-511, Utah Code Annotated.

5. In the event of my noncompliance with any status verification requirements, I consent to the termination of the contract for the services referenced above should I or my firm receive award of said contract.

Staker & Parson Companies
By
Title

Subscribed and sworn to before me this 16th day of March, 2017

Notary Public

Seal:
Residing in: Draper, UT
Commission expires: 5-13-19
DOCUMENT 00500

AGREEMENT FORM

THIS AGREEMENT dated as of the ______ day of __________ 2017, is by and between Midvale City (hereinafter called OWNER), and (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

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

The construction of the "2017-2020 Midvale City Pavement Restoration" at in Midvale City, Salt Lake County, Utah.

Article 2. ENGINEER

The Project has been designed by:

Ensign Engineering and Land Surveying
45 West 10000 South
Sandy, UT 84070

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

Article 3. CONTRACT TIME

3.1. The Work will be substantially completed on or before 150-day substantial completion, and will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before 180 day from issuance of notice to proceed. (If weather shutdown is agreed upon, revised dates will be established).

3.2. Liquidated damages will be assessed at $500 per day from substantial completion.

3.3. The contract will be, at the agreeance of OWNER and CONTRACTOR, renewable each year for up to three years. The contract will end June 30, 2020.

Article 4. CONTRACT PRICE

4.1. OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds for the amount of $1,878,697.03, in accordance with the Construction Bid Form included herewith.

(See attached Construction Bid Form)

Article 5. PAYMENT PROCEDURES
CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

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

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

\[
90\% \quad \text{(Ninety Percent)} \quad \text{of Work completed}
\]

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

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

Article 6. NOT USED

Article 7. CONTRACTOR’S REPRESENTATIONS

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

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

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

Article 8. CONTRACT DOCUMENTS

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

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

8.2. Exhibits to this Agreement.

8.3. Notice of Award (Section 420).

8.4. General Conditions (Section 700)
8.5. Supplementary Conditions (Section 800 pages 1 to 5)

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

8.7. Drawings, consisting of sheets listed in the Index of Drawings.
8.8. Addenda numbers ______ to ______ inclusive.

8.9. CONTRACTOR’S Bid

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

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

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

Article 9. MISCELLANEOUS

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

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

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
Article 10. OTHER PROVISIONS

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

This Agreement will be effective on ______________________ 20 ________.

OWNER: Midvale City
________________________________________
By _____________________________________

[CORPORATE SEAL]

Attest __________________________________

Address for giving notices:
7505 Holden St
Midvale, Utah 84047

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

CONTRACTOR _________________________
________________________________________
By _____________________________________

[CORPORATE SEAL]

Attest __________________________________

Address for giving notices:
_______________________________________

License No. ______________________________

Agency for service process:
_______________________________________

(If CONTRACTOR is not a corporation, attach
evidence of authority to sign.)
SUBJECT: Agreement with Quicksilver Concrete for the 2017 - 2020 Concrete Repairs Project, a multi-year contract

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

SUMMARY:

Each year we do as much as we can in way of curb/gutter and sidewalk maintenance. This mostly involves the replacement of damaged sections of curb/gutter and sidewalk. This can also involve the upgrade of sidewalk ramps to current ADA standards. Most of this work is done through a contractor working for the City. City crews are also involved in this, but due to their other duties, what they can replace is limited.

This is a three year contract and we have had great success with the contractors over the years. We partner with the contractor and use his input as well as that of City staff to come up with strategies on how to best utilize the funds for this project.

This project was put out to bid in February and we had four contractors submit proposals. After going through our evaluation process which included project approach, experience of foremen, track record and bid, Quicksilver Concrete was deemed to be the best overall bidder.

We have a contract prepared for the City to enter into with Quicksilver Concrete, and would like to have the Mayor sign this contract. A resolution has been prepared to that affect.

As your next regular Council meeting is two weeks out, I would ask the you suspend the rules so that action can be taken on this tonight.

FISCAL IMPACT: We typically budget $100,000 per year for this work. Over the life of this contract we will also use some of the bond money that the City will obtain for pavement management work.

STAFF’S RECOMMENDATION AND MOTION:

I move that we suspend the rules and approve Resolution No. 2017-R-14, and authorize the Mayor to sign the agreement with Quicksilver Concrete for the 2017 – 2020 Midvale City Concrete Repairs Project.
Attachments:

Resolution No. 2017-R-14  
Agreement  
Bidding documents
RESOLUTION NO. 2017-R-14

WHEREAS, Midvale City has an interest in maintaining its sidewalks, curbs/gutters in as good as condition as practical, as well as upgrading sidewalk ramps to meet current ADA standards; and

WHEREAS, the City receives funds from taxes and other sources that are dedicated for this work; and

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

WHEREAS, the City held a public bid opening on March 2, 2017 for the 2017-2020 Midvale City Concrete Repairs Project; and

WHEREAS, the City has evaluated the bids based on the criteria noted in the bid documents, and based on that evaluation wishes to award the 2017-2020 Midvale City Concrete Repairs Project to Quicksilver Concrete; and

WHEREAS, an agreement has been prepared between the City and Quicksilver Concrete.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council adopts this resolution authorizing the Mayor to sign the agreement with Quicksilver Concrete for the construction of the 2017-2020 Midvale City Concrete Repairs Project.

APPROVED AND ADOPTED this _____ day of ____________, 2017.

JoAnn Seghini, Mayor

ATTEST:

______________________________

Rori L. Andreason,
City Recorder

Voting by the City Council

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<thead>
<tr>
<th></th>
<th>“Aye”</th>
<th>“Nay”</th>
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<tbody>
<tr>
<td>Stephen Brown</td>
<td>_____</td>
<td>_____</td>
</tr>
<tr>
<td>Paul Glover</td>
<td>_____</td>
<td>_____</td>
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<tr>
<td>Quinn Sperry</td>
<td>_____</td>
<td>_____</td>
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<tr>
<td>Paul Hunt</td>
<td>_____</td>
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<tr>
<td>Wayne Sharp</td>
<td>_____</td>
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2017-2020 Midvale City Concrete Repairs

BID OPENING: March 2, 2017 at 3:00 p.m.

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<th>BID TOTAL</th>
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<th>Addendums</th>
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<td>ZPSCO Contractors Inc.</td>
<td>$445,107.80</td>
<td>✓</td>
<td>✓</td>
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<td>Beck Construction &amp; Excavation</td>
<td>$484,175.75</td>
<td>✓</td>
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<tr>
<td>ACME Construction</td>
<td>$522,030.75</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>Quicksilver Concrete</td>
<td>$476,825.75</td>
<td>✓</td>
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Midvale City
20170-02020 Concrete Replacement Program
Mar-17

Evaluation:

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<th>QUICKSIL</th>
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<td>2 Approach</td>
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<tr>
<td>3 Experience</td>
<td>20%</td>
<td>2</td>
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<td>3</td>
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<tr>
<td>4 Track Record</td>
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WEIGHTED SCORES

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Note: Lowest number obtained gives rating for best overall ranking score.

Ranking: 2 3 4 1

Recommendation: Award Project to Quicksilver Concrete
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<th>Item</th>
<th>Quantity</th>
<th>ZPSCO Contractors Inc.</th>
<th></th>
<th>ACME Construction</th>
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<th>Beck Construction</th>
<th></th>
<th>Quicksilver Concrete</th>
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Total Cost: $445,107.80 | $522,030.00 | $484,175.00 | $476,825.00
DOCUMENT 00300

BID FORM-Revised Addendum 1

PROJECT IDENTIFICATION:

2017-2020 Midvale City Concrete Repairs

THIS BID IS SUBMITTED TO:

Midvale City
7505 South Holden Street
Midvale, Utah 84047

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents for the Contract Price and within the Contracted Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and submit the agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged: (List Addenda by Addendum Number and Date):

   Date  Number
   3/2/17   Addendum #2

B. BIDDER has visited the City and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the work.

C. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the work.

D. This Bid genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in the conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain itself any advantage over any other Bidder or over OWNER.

4. BIDDER will complete the Work for the prices shown on the attached Bid Schedule. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids and determination of initial Contract Price in accordance with the General Conditions. Other items of work defined in the specifications and/or drawings, but not listed in the Bid Schedule(s) and shall be paid for under the bid items listed to which it is related. Final
payment will be based on actual quantities for unit price items and bid price for lump sum items. Bidder shall make no claims for anticipated profits or additional compensation for any increase or decrease in quantities.

A. Determination of Quantities: It is further understood that the actual quantities will be determined by Midvale City upon completion of the work. Measurements of Quantities shall be as specified under the particular section of construction specification pertaining to that item.

B. Elimination of Work: It is understood that the Owner shall have the right to eliminate portions of the work, should it decide it is in its best interest to do so.

5. BIDDER acknowledges that the following selection criteria will be used to award this project, and has attached the required information to enable that evaluation:

This project is to be awarded based on four criteria, each to be weighted as noted. The four criteria are: (1) Bid price, 30%; (2) Approach to Project, 20%; (3) Past experience of Bidder and Bidder’s construction foreman assigned to this project, and past experience of Midvale City with Bidder, 20%; and (4) Demonstrated Track Record of Bidder 30%. Each of the three areas will be scored separately by the Owner, who will rank each Bidder. The best-ranked Bidder in each area will be given a 1, the second best a 2, and so forth. The ranking will then be totaled and the Bidder with the lowest total score will be awarded the project. Bidder should include information with his bid that addresses the three areas noted above, as described below:

A. Base Bid, (30%): Bidder to completely fill out the Bid Schedule included in these specifications. The Base Bid and Bid Bond are to be sealed in a separate envelope labeled 'Base Bid', and placed in the envelope with the Bidder's other information. The opening of this Base Bid envelope will constitute the Public Bid Opening.

B. Approach to Project (20%): Bidder to prepare a written narrative describing his approach to this project specifically addressing traffic control, access to business and private owner properties, public relations, how construction is to progress, and any other aspect to this project the Bidder views as crucial to its success.

C. Past Experience of Bidder's Construction Foreman assigned to this project, and past experience of Midvale City with this Bidder (20%): Bidder to prepare information highlighting his and his foreman's past experience on at least three (3) similar projects, including references. Midvale City will also consider any past experience the City has had with the Bidder on any prior projects performed by the Bidder for the City.

D. Demonstrated Track Record of Bidder (30%): Bidder to prepare information highlighting Bidders ability to successfully complete similar projects. Bidder to include at least (3) similar projects, including references, demonstrating ability to complete multiple year projects, which include moving to several different locations throughout a municipality or area.

E. Bidder agrees to enter into negotiations each year, for two successive years, for each bid item contained herein. It is the intent of the City to extend this contract to June 30, 2020.

The above information is to be attached to the Bid Form and made a part of the bid.

6. BIDDER will complete the Work in accordance with the Contract Documents for the following prices.

A. Bid schedule shows projected work in 2017. Work may vary significantly from year to year. No guarantees are made by the OWNER of work quantities in subsequent years.
B. BIDDER agrees that the unit prices given in this base bid will be honored through the remainder of the contract. If BIDDER or OWNER can successfully show, through Cost-Of-Living-Adjustments (COLA), or other means, that unit prices should be adjusted to account for drastic changes in market place values, negotiations can be made to change unit prices based on percentage changes in COLA or market values.

7. The following documents are attached to and made condition of this bid:

A. Required Bid Security in the form of certified check or Bid Bond
B. Evaluation Criteria as Described Above
C. Document 004537-Status Verification System Affidavit

Base Bid

Shall include all work for the construction of the 2017-2020 Concrete Repair Project, including but not limited to the demolition to accomplish the work, curb, gutter and sidewalk replacement, subgrade evaluation and modifications, restoration of landscaping and other surface features, including sprinkler repair and or installation of topsoil, sod and grading, and all other items necessary to complete the work as shown on the drawings and described in the specifications.

TOTAL BASE BID: $476,925

The following unit prices for materials in place shall be used to evaluate alternatives and prepare changes to the contract, if necessary. Units are estimates and may vary from year to year.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>REMOVE AND REPLACE 4&quot; THICK SIDEWALK</td>
<td>S.F.</td>
<td>7,000</td>
<td>6.15</td>
<td>43,050</td>
</tr>
<tr>
<td>2</td>
<td>REMOVE AND REPLACE 6&quot; THICK SIDEWALK</td>
<td>S.F.</td>
<td>14,000</td>
<td>7.00</td>
<td>98,000</td>
</tr>
<tr>
<td>3</td>
<td>REMOVE AND REPLACE ROLL CURB AND GUTTER</td>
<td>L.F.</td>
<td>700</td>
<td>30.00</td>
<td>21,000</td>
</tr>
<tr>
<td>4</td>
<td>REMOVE AND REPLACE HIGH BACK CURB AND GUTTER</td>
<td>L.F.</td>
<td>3,000</td>
<td>32.00</td>
<td>96,000</td>
</tr>
<tr>
<td>5</td>
<td>REMOVE AND REPLACE ADA RAMP</td>
<td>E.A.</td>
<td>36</td>
<td>3,000</td>
<td>108,000</td>
</tr>
<tr>
<td>6</td>
<td>REMOVE AND REPLACE 4' WATERWAY</td>
<td>L.F.</td>
<td>400</td>
<td>68.00</td>
<td>27,200</td>
</tr>
<tr>
<td>7</td>
<td>REMOVE AND REPLACE WATERWAY TRANSITION STRUCTURE</td>
<td>S.F.</td>
<td>500</td>
<td>17.00</td>
<td>8,500</td>
</tr>
<tr>
<td>8</td>
<td>CUT AND REMOVE TREE ROOTS &gt; 2&quot;</td>
<td>E.A.</td>
<td>50</td>
<td>50.00</td>
<td>2,500</td>
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<tr>
<td>9</td>
<td>ADDITIONAL BASECURSE, IF NEEDED</td>
<td>TON</td>
<td>20</td>
<td>55.00</td>
<td>1,100</td>
</tr>
<tr>
<td>10</td>
<td>REMOVE AND REPLACE TRUNCATED DOMES</td>
<td>E.A.</td>
<td>15</td>
<td>750.00</td>
<td>11,250</td>
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<tr>
<td></td>
<td>Description</td>
<td>Unit</td>
<td>Quantity</td>
<td>Unit Rate</td>
<td>Amount</td>
</tr>
<tr>
<td>---</td>
<td>----------------------------</td>
<td>------</td>
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<td>-----------</td>
<td>---------</td>
</tr>
<tr>
<td>11</td>
<td>SAW CUTTING</td>
<td>L.F.</td>
<td>1,000</td>
<td>4.00</td>
<td>4,000</td>
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<tr>
<td>12</td>
<td>ASPHALT PATCH</td>
<td>S.F.</td>
<td>1,000</td>
<td>6.00</td>
<td>6,000</td>
</tr>
<tr>
<td>13</td>
<td>SOFT SPOT REPAIR</td>
<td>C.Y.</td>
<td>5</td>
<td>45.00</td>
<td>225</td>
</tr>
<tr>
<td>14</td>
<td>MOBILIZATION</td>
<td>L.S.</td>
<td>-</td>
<td></td>
<td>50,000</td>
</tr>
</tbody>
</table>

Total Bid Amount $476,825.00

NAME OF BIDDER: **Quicksilver Concrete**  
DATE: **3/2/17**
To the City of Midvale:

The undersigned, in compliance with you invitation for bids for the

2017-2020 Midvale City Concrete Repairs Project

having examined the Drawings and Specifications and related documents and the site of the proposed work and being familiar with all the conditions surrounding the construction of the proposed project, including the availability of labor, hereby proposed to furnish all labor, materials and supplies as required for the work in accordance with the contact documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the work required under the contract documents of which this Propsal is a part:

Quantities shown are approximate. Owner reserves the right to increase quantities by 100% or decrease quantities by 100% from the above stated unit prices to stay within budget.

I/we guarantee to complete the work by **contract time given** should I/we be the successful bidder.

*(Signature)*

a. Communication concerning this Bid shall be addressed to the following address:

Midvale City Corporation  
7505 South Holden Street  
Midvale, Utah 84047

b. The terms used in this Bid which are defined in the General Conditions of Construction Contract included as part of the Contract Documents have the meaning assigned to them in the General Conditions.

SUBMITTED on **March 21, 2017**

Contractor **QuickSilver concrete Inc.**

By **Brandon Allred** (Agent) **President** (Title)

Business Address **5485 600 E Lehi UT 84043**

Phone No. **801-420-3872** Date **3/2/17**

State Department of Business Regulation License No. **6138816 - 5501**
PROPOSAL DATA

1. Materials
   1. Portland Cement Concrete Supplier: Staker-Parson Companies
   2. Asphaltec Concrete Supplier: Asphalt Materials

2. Subcontracted Information
   Work Subcontracted: Self perform
   Name of Subcontractor:

3. Contractor Information
   Bidder's Representative:
   Name: Quicksilver Concrete Inc
   Address: 548 S 600 E
             Lehi, UT 84043
   Telephone: 801-420-3872
   Contractor License No.: 613816-SS01
   Issuing State: UT
   License Type: E-100 S260

Submitted By: Quicksilver Concrete Inc

By

SEAL
(If a Corporation)
Title

548 S 600 E
Business Address

Lehi, UT 84043
City and State

DATE: 3/2/17
BID BOND

The American Institute of Architects.

KNOW ALL MEN BY THESE PRESENTS, that we

_________________________
Quicksilver Concrete

as Principal hereinafter called the Principal, and

_________________________
Merchants National Bonding

a corporation duly organized under the laws of the state of Iowa, as Surety, hereinafter called the Surety,

_________________________
Midvale City

are held and firmly bound unto

as Obligee, hereinafter called the Obligee, in the sum of

_________________________
Five percent of amount bid

Dollars ($ ——5% of bid—— ), for the payment of which sum well and truly to be made, the said Principal and the

said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly

by these presents.

WHEREAS, the Principal has submitted a bid for 2017-2020 Midvale City Concrete Repairs

Bid subject to one year contract.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract

with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the

bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for

the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the

Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference

not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the

Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation

shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of February 2017

_________________________
Quicksilver Concrete
Witness

_________________________
Gradie Allred, President
Principal (Seal)

_________________________
Merchants National Bonding
Surety (Seal)

_________________________
Wendi Dean-Marshall
Witness

ORSC 21328 (5/97)
MERCHANTS BONDING COMPANY™
POWER OF ATTORNEY

Know all Persons by these Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Wendi Dean-Marshall

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

ONE MILLION FIVE HUNDRED THOUSAND ($1,500,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of August, 2015.

By

[Signature]
President

[Signature]
Notary Public, Dallas County, Texas

STATE OF IOWA
COUNTY OF Dallas

On this 15th day of August, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies, and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of Feb, 2017.

[Signature]
Secretary

POA 0014 (6/15)
Subject: Midvale City - 2017-2020 Midvale City Concrete Repairs

Quicksilver Concrete Inc. is a locally Owned/ Operated and Managed Utah Company. Quicksilver has enjoyed an on-going, on-call relationship with Midvale City, servicing the city’s concrete repair needs for the past 5 years. Quicksilver Concrete has been providing a variety of Concrete Services, locally and throughout the state for over 11 years. With 24 years of experience and knowledge, we are uniquely qualified for concrete rehabilitation because of our:

- Long standing working relationship with multiple municipalities; including Midvale City, UDOT and private sectors throughout the State.
- Experienced and knowledgeable management and staff, which are committed to providing quality workmanship with satisfied results.
- Flexibility to mobilize, adapt, and implement our services anywhere within the state, as proven by our past performances.
- Successfully trained and certified in all aspects of Concrete from start to finish; Concrete Repair, Finish Work, ACI certified concrete finishers, UDOT Certified ADA training course.
- Local presence and ability to perform all of the work in a timely, professional manner with a commitment to quality materials, service and labor, resulting in satisfied returning clients.
- Ability to meet critical projects schedules as demonstrated on our recent projects.
- Commitment to our clients to provide the best Quality Service, Materials and Professionalism.

We appreciate this opportunity to submit our qualifications and we are interested in continuing our partnership in working with Midvale City and providing our services for concrete repairs within the city.

Sincerely,

Gradie Allred
Quicksilver Concrete
Owner/ Operator

quicksilverconcrete@gmail.com
548 South 600 East, Lehi, Utah  84043
Midvale City - 2017-2020 Midvale City Concrete Repairs

Approach to the Project:

Our team will follow the course of action below after locations are defined to ensure the project goals are met:

- Inspect work site for any potential problems or safety risks.
- Public Relations: Proactively engage residents and agencies to inform, identify and mitigate any concerns or issues. Including a composed letter, explaining the project’s goals and benefits, contact information and hours of operation.
- Identify SWPP and use BMP’s best practices.
- Reach out to the proper contacts for utility markings.
- Inspect and document the project site. Taking pictures and videos of existing conditions of surrounding private properties, which may be effected. To lower the liability risk for Midvale City and us, if any future issues arise.
- Submittal of Traffic Control and Pedestrian Control Plan (Goal to maintain safe & efficient traffic and pedestrian flow through work zone)
- Partner with Midvale City, for a solution based approach to any issues
- Pre –Activity Meetings on major items of work, to discuss Safety, Traffic Control, Quality and Materials Testing. (This establishes team expectations, which have been proven successful.)
- Final actions before the project is active, will be to mobilize to the site, set up pedestrian and traffic control equipment, review general operating plan, safety procedures, and address any special needs or concerns of any residents or businesses.
- Begin saw cutting and removing concrete using our Tear out Crew, this includes; Excavator, Skid Steer with a Jack Hammer Attachment and Dump Trucks.
- Prep for concrete grade, place and compact untreated base course.
- Mobilize the Finish Crew to the site. Finish Crew will pour and finish concrete, clean up and repair landscape.

Our project management plans are specifically developed for each individual project. Focused on team leadership, collaboration and properly managing the quality, schedule and budget of each project. This approach is designed to maximize project quality and efficiency through the coordination of work tasks and the development of specific project plans.
**Key Personnel:**

Quicksilver will assign a dedicated team to ensure a strong commitment of the contract’s upcoming tasks and a team throughout a project’s duration, to include;

- **Gradie Allred**, President
  Owner/Operator
  801.420.3872

- **Ty Hooley**, Superintendent
  801.404.0479

- **Arturo Rodriguez**, Onsite Foreman
  801.404.0872

**Dedicated Equipment:**

Equipment dedicated to the project will be based on the individual needs of the project.

- Mini Excavator
- Large Excavator
- Rollers and compactors for compaction
- Skid Steer with jack hammer attachment
- Dump Trucks
- Work Trucks, with all hand and power tools needed.
- Curb Machine
- Water Wagon for compaction and dust control.
- Street Sweeper

**Quality Control and Material Testing:**

Quality Control Testing and Material Testing will be done by American Testing.

**Dust Suppression Plan:**

Dust Suppression Plan, we will always have a water wagon on site for dust control. All material will be dampened when needed and a road sweeper will be available to keep the road and work area clean.

**Traffic Control:**

Traffic Control will be done in house by Quicksilver Concrete or hired out if needed, to Barricade Services when working in high traffic areas.
Past Experience of Key Employees:

Quicksilver Concrete is pleased to submit our qualifications, and express our interest in serving Midvale City for the **2017-2020 Concrete Repairs Project**.

Quicksilver has assembled an expert team who is experienced, has a solid reputation, and has successfully worked together on several projects. Our cohesive team ensures us to have excellent communication, maximize efficiency to reach the goals of the project, effective decision making skills in the field, and provides an atmosphere of a unified team.

The following individuals are immediately available and have proven themselves with recent and relevant experience, on projects for Midvale City in the past, and will continue to do so in the future.
In addition, there have been many other similar projects that we, as a team have completed together. Our team has built great relationships with several other municipalities, including: Salt Lake City, Cottonwood Heights City, Sandy City, West Jordan City, Heber City, Bluffdale City, Provo City and American Fork City, as well as UDOT. We pride ourselves on being knowledgeable, professional and are fully committed to our excellent quality of work.

Quicksilver encourages, supports and rewards employees for “Continuing Education” certifications, also educating our team, with on the job training and safety practices.

Our Key personal hold the following certifications.

- ACI Concrete Finisher Certification
- UDOT ADA Ped Ramp Training

quicksilverconcrete@gmail.com
548 South 600 East, Lehi, Utah 84043
Gradie Allred - Owner/Operator:
Gradie Allred established Quicksilver Concrete in 2006 and has held a current Utah Contractors License E-100 S-260, throughout this time. Gradie has 24 years’ experience in the concrete industry. Gradie has a strong background and knowledge of the industry; his leadership skills and abilities, and excellent business management practices, has kept this company growing and successful. Gradie has developed relationships with many different City Inspectors, Engineers and Superintendents throughout the state of Utah; he has great customer service and excellent problem solving skills. Gradie has completed several hundred projects in the past 11 years with a similar scope of work. He thoroughly understands the city’s process and has an excellent reputation for managing successful projects. Gradie will ensure responsive communication at all levels while partnering with Midvale City.

Ty Hooley - Superintendent:
Ty Hooley has been with Quicksilver since 2010 and brings 25 years’ experience in the concrete industry. Ty previously owned and operated his own company for 15 years. Ty has successfully completed several projects similar to Midvale City’s Concrete Repair contract throughout his career. He thoroughly understands APWA Specs and Project Drawings. Ty has an excellent reputation for making accurate and precise field decisions, and effectively works with project managers to keep projects on schedule. Ty excels at solving project issues, and ensures projects are constructed in accordance with the plans and specifications. Ty has been a tremendous asset to Quicksilver Concrete, because of his proven reputation, experience and dedication.

Arturo Rodriguez – Onsite Lead Foreman:
Arturo Rodriguez is one of the first employees, to have been hired with Quicksilver Concrete. Arturo has helped build this company, and its relationships, from the ground floor. Arturo has more than 15 years’ experience in the concrete industry. Arturo is a strong and valuable Lead Foreman. During Arturo’s career with Quicksilver Concrete, he has been part of our success for several similar projects, including Midvale City’s, past city contracts. Arturo’s reputation is highly respected in this industry. He has earned the trust of his team, and confidence of many city inspectors, due to his knowledge, experience and dedication of his work performed. Arturo has a keen sense of ability to look ahead for potential conflicts and resolve them before they become project issues. His attention to detail and accuracy has led to many successful projects. Arturo is a team player, he is able to work with many different crews and customers and no matter the job there is certainty because of his dedication that the project will be finished successfully. Arturo has also completed projects for Midvale city, including the two previous Midvale City contracts.
Past Experience, Including: Multiple Year Projects:

- **Midvale City** - 2016 - 2018 Midvale City Concrete Repairs
  2012 - 2015 Midvale City Concrete Repairs
  Reference: Keith Ludwig 801.244.4984
  Steve Bush 801.381.7869

- **UDOT** - 2012 - 2016 Install Upgrade and Repairs State Wide
  Reference: Jack Mason 801.910.2120
  Jake Brown 801.910.2330

- **Cottonwood Heights City** – Miscellaneous Concrete Repairs
  2010 - 2012
  2013 – 2015
  2016 – 2018
  Reference: Mike Allen 801.520.3949

- **American Fork City** – 2015 - 2017 Concrete Replacement Contract
  Reference: Eric Hyde 801.404.6363
  Aaron Brems 801.404.6126

- **Springville City** – 2016 – 2017 Miscellaneous Concrete
  2015 – 2016
  2014 – 2015
  Reference: Jason Riding 801.420.5242

- **Bluffdale City** – 2016 General Service Contract –
  ADA Ramps – Various Concrete Flatwork
  Reference: Leonard Height 801.368.1468

- **Eagle Mountain City** – 2016 Miscellaneous Concrete
  Reference: Zac Hilton 801.420.2211

- **Provo City** – 2015 Concrete Replacement
  Reference: Drew Trewartha 801.362.4481
  Brian Torgersen 801.852.674

quicksilverconcrete@gmail.com
548 South 600 East, Lehi, Utah 84043
Demonstrated Track Record of Bidder:

To whom it may concern,

Quicksilver Concrete has a proven track record with several local and state agencies. The teams we have built here at Quicksilver are very experienced in working with municipalities. We have completed several multi-year contracts, for many different municipalities. Quicksilver’s team understands the city’s goals, achievements and strives for excellence in every aspect. Public relations are very important to the Quicksilver’s team. We will always make that a major priority.

In 2016 Quicksilver finished a four year statewide contract with UDOT. This contract required moving to several different locations throughout the state of Utah. Quicksilver Concrete completed various different scopes of work for UDOT during this contract. These projects ranged from large to small. During this period, Quicksilver created many great relationships with the UDOT personnel. On multiple occasions, Quicksilver would partner with UDOT to complete different projects. Due to the great service and quality of work Quicksilver provided for UDOT, we were noticed very quickly.

The project managers for UDOT enjoyed working with Quicksilver because budgets stayed on track, and the schedules were met. UDOT personnel recognized that Quicksilver would go the extra mile to make sure that jobs were completed safely and successfully.

Over the years the relationship grew and because of are quick response Quicksilver became UDOT’s first call, for all emergency work. There were several emergency situations for UDOT that Quicksilver worked directly alongside them to get the situation dealt with and the project completed. Quicksilver became UDOT’s main contractor for maintenance, knowing the performance of the job would be completed correctly and on schedule.

I encourage Midvale City to contact the UDOT references, about our past performances.

In the fall of 2016 we completed two projects with Sandy City. The first project was the Little Cottonwood Safe Sidewalk Phase #2; this project required us to be very flexible to mobilize to many different locations throughout the city. The project included; installing curb and gutter, sidewalks, and ADA ramps. The project engineer on this project told me several times, that Quicksilver Concrete was one of the best contractors he had worked with. He complemented us on being very reliable, also on our quality of work, and the cleanliness of our jobs sites as well as how responsive Quicksilver’s employees were to remedy anything that is asked of them.

The second project Quicksilver completed for Sandy City was the 1000 E Sidewalk, which included replacing curb and gutter, sidewalk and ADA ramps. This project was completed on time, with the detail to excellence that Quicksilver always strives to provide.

quicksilverconcrete@gmail.com
548 South 600 East, Lehi, Utah 84043
Quicksilver Concrete has also been working with Cottonwood Heights City for the past 7 years. We have completed three, two year contracts with Cottonwood Heights City. The contracts with Cottonwood Heights City are very similar to Midvale City’s contracts. Both require mobilizing to several different locations throughout the city, while replacing sidewalk, curb and gutter and ADA Ramps. This contract has been a success, and I feel the city of Cottonwood Heights has been pleased to closely work with Quicksilver Concrete throughout the past seven years.

Here are just a few examples, demonstrating Quicksilver Concrete’s ability to complete multiple year projects which also included moving to several different locations throughout a municipality area.

Listed below are references of jobs completed, which include many cities within the State of Utah.

I would encourage you to call any or all of these references in regards our past performance and ability to perform the work.

I am completely confident in Quicksilver Concrete’s team, and our ability to complete all of the work required for Midvale City’s new contract. Our knowledge and high standards for quality are implemented into every opportunity, project, and professional relationship we encounter. We have enjoyed our past working relationship with Midvale City, and think we have had a great, working relationship also. We hope Midvale City will consider this when making their decision.

We appreciate this opportunity and look forward to working with Midvale City again, in the future.
Past Experience:

All projects have been 100% Self Performed

Midvale City – 2016 – 2018 Concrete Replacement Project
Contract Amount = $325,000
Keith Ludwig - City Engineer
801.244.4984
Completion Date - 2017
Description of work - This project was tearing out and replacing Sidewalk, Curb and Gutter, Waterways and reconstructing accessibility ramps throughout the entire city in various locations.

Sandy City
Little Cottonwood Safe Sidewalk Phase #2
Contact Amount = $398,000
Kevin Riddle 801-201-2142
Completion Date - 2016
Description of work - This project was tearing out and replacing Sidewalk, Curb and Gutter, Waterways and reconstructing accessibility ramps throughout the entire city in various locations.

Sandy City
1000 E Sidewalks
Raymond Reeves – Project Manager
Contract amount = $198,000
435.841.4232
Completion Date - 2016
Description of work - Installed block retaining walls new sidewalks replaced curb & gutter sidewalk & reconstructed accessibility ramps

UDOT
Installation, Upgrade or Repair of Concrete multiple year contract
Contract Amount = $1,000,000
Jake Brown – Project Engineer
801.910.2330
Completion Date - 2016
Description of work – This is a four year maintenance contract that includes several different scopes of work throughout the state of Utah.

quicksilverconcrete@gmail.com
548 South 600 East, Lehi, Utah 84043
Cottonwood Heights City – 2010 -2018 Concrete Replacement various locations
Contract Amount = $450,000
Mike Allen – Project Manager
801.502.3949
Completion Date - 2017
Description of work – This project was tearing out and replacing Sidewalk, Curb and Gutter, Waterways and ADA ramps throughout the entire city in various locations.

Springville City – 2014 - 2015 Concrete Replacement
Contract amount = $100,000
Jason Riding – Project Manager
801.420.5242
Completion Date 2015
Description of work – This project was tearing out and replacing Sidewalk, Curb and Gutter, Waterways and ADA ramps throughout the entire City in various locations.

Provo City – 2015 Concrete Replacement
Contract amount = $225,000
Drew Trewartha – Project Manager
801.362.4481
Completion Date 2015
Description of work – This project was tearing out and replacing Sidewalk, Curb and Gutter, Waterways and reconstructing accessibility ramps throughout the entire city in various locations.

Midvale City – 2013 – 2015 Concrete Replacement Project
Contract Amount = $450,000
Keith Ludwig - City Engineer
801.244.4984
Completion Date -2015
Description of work - This project was tearing out and replacing Sidewalk, Curb and Gutter, Waterways and ADA ramps throughout the entire in various locations.

quicksilverconcrete@gmail.com
548 South 600 East, Lehi, Utah 84043
Heber City – 100 W to 500 W Sidewalk Project
Contract amount = $98,000
Willa Motley – Project Engineer
435.503.1562
Completion Date - 2013
Description of work – This project included; tearing out and replacing existing sidewalk, From 100 W to 500 W

Saratoga Springs City – Concrete Trail
Contract amount = $104,000
Mark Edwards – Project Manager
801.592.6883
Completion Date 2014
Description of work – This project was installing a new concrete trail.

Salt Lake City
CDBG Accessibility Ramp Project #105041 & 105042
Contract Amount = $240,000
Ed McDonald – Project Engineer
801.381.4454
Completion Date -2012
Description of work – This project was tearing out and replacing ADA ramps to current federal guide lines.

Utah Valley University – Concrete Trail
Contract amount = $140,000
Ron Whiting – Project Manager
801.362.9165
Completion - 2013
Description of work – This project was installing a new concrete trail around campus property.

The projects listed below are projects that Gradie Allred, Ty Hooley and Arturo Rodriguez were each involved in the process of completion.
DOCUMENT 00500

AGREEMENT FORM

THIS AGREEMENT dated as of the ______ day of _____________, 2017, is by and between Midvale City (hereinafter called OWNER), and  Quick Silver Concrete, Inc. (hereinafter called CONTRACTOR).

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

Article 1. WORK

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

The construction of the “2017-2020 Midvale City Concrete Repairs” at in Midvale City, Salt Lake County, Utah.

Article 2. ENGINEER

The Project has been designed by:

Ensign Engineering and Land Surveying
45 West 10000 South
Sandy, UT 84070

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

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed on or before 90-day substantial completion, and will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before 120 day from issuance of notice to proceed. (If weather shutdown is agreed upon, revised dates will be established).

3.2 Liquidated damages will be assessed at $500 per day from substantial completion.

3.3 The contract will be, at the agreeance of OWNER and CONTRACTOR, renewable each year for up to three years. The contract will end June 30, 2020.

Article 4. CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds for the amount of $__________, in accordance with the Construction Bid Form included herewith.

(See attached Construction Bid Form)

Article 5. PAYMENT PROCEDURES
CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

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

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

<table>
<thead>
<tr>
<th>Percentage of Work Completed</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>90% (Ninety Percent)</td>
<td></td>
</tr>
</tbody>
</table>

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

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

Article 6. NOT USED

Article 7. CONTRACTOR’S REPRESENTATIONS

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

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

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

Article 8. CONTRACT DOCUMENTS

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

8.1. This Agreement (Section 500 pages 1 to 4, inclusive).
8.2. Exhibits to this Agreement.
8.3. Notice of Award (Section 420).
8.4. General Conditions (Section 700)
8.5. Supplementary Conditions (Section 800 pages 1 to 5)

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

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

8.8. Addenda numbers _____/_______ to _____/_________ inclusive.

8.9. CONTRACTOR'S Bid

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

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

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

Article 9. MISCELLANEOUS

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

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

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
Article 10. OTHER PROVISIONS

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

This Agreement will be effective on _______________ 20 ____________.

OWNER: Midvale City

____________________________________
By __________________________________

[CORPORATE SEAL]

Attest __________________________________

Address for giving notices:
7505 Holden St
Midvale, Utah 84047

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

CONTRACTOR _______________________

____________________________________
By __________________________________

[CORPORATE SEAL]

Attest __________________________________

Address for giving notices:

License No. _________________________

Agency for service process:

(If CONTRACTOR is not a corporation, attach evidence of authority to sign.)
SUBJECT: Consider adoption of Ordinance 2017-O-04, amending the TOD zone, creating the TOD Overlay Zone and amending the City Zoning Map

SUBMITTED BY: Phillip Hill, Assistant City Manager/Director CD

SUMMARY:

The amendment before the Council would amend the current TOD zone, reducing the maximum allowable height from 7 stories to 3 stories and reducing the maximum allowable density from approximately 100 residential dwelling units per acre to 25 residential dwelling units per acre. Also, as part of this amendment, a new TOD Overlay zone that could be applied to properties within the TOD zone through a rezone process, allowing up to 85 residential dwelling units per acre and a maximum allowable height of 7 stories. Through discussions with the Planning Commission on how these two zones would be applied, staff has drafted a map for each TOD area reflecting boundaries for the TOD and TOD Overlay zones at the request of the Commission. These boundaries are not final and may be amended by the City Council as a part of this process.

Any properties zoned TOD with the final action of the City Council will be eligible for a rezone to the TOD Overlay zone through a rezone process involving public hearings with both the Planning Commission and City Council. As a part of the rezone process, a development agreement will be required between the city and the developer to memorialize site plan approvals and any conditional use permit approvals. The rezone and development agreement would be approved at the same City Council meeting and any requested changes to the project would be required to go back before the approving bodies. Any parcel zoned TOD Overlay through this process will be afforded all the applicable development rights of that zone without need for a rezone process. It should be noted that whether a rezone is necessary or not, the developer will be required to enter into a development agreement with the City.

The Midvale City General Plan 2016 sets goals for public transit and associated opportunities in the City. The goal to “Develop standards in the vicinity of the Center Street and 7200 South TRAX Stations for mixed-use and transit oriented developments that take advantage of the proximity of transit while protecting the character of adjacent residential neighborhoods.” has helped to inform many of the recommended changes. Through the adoption of an amended TOD zone and the implementation of the TOD Overlay zone, standards will continue that take advantage of the proximity of the transit system while looking at identified parcels on a case by case basis to ensure the protection of the character of the adjacent stable residential neighborhoods as those parcels redevelop.
As part of these proposed ordinances, the following amendments are proposed to clean up and clarify existing language:

- **TOD**
  1. Single Family clean up (setbacks [porches, garages front setback], parking, accessory structures)
  2. Fencing height and materials
  3. Adding access management to multi-family
  4. Removal of street accessed garage requirement; not practical
  5. Clarifying that recreation amenities are not a requirement of commercial development

- **TOD Overlay**
  1. Residential open space 30% (TOD up to 40%)
  2. No changes to setbacks or buffering standards

Following a Public Hearing on February 08, 2017, the Planning Commission directed staff to provide the following:

1. Maximum heights and densities in TOD zones of surrounding jurisdictions; and
2. Map options including the elimination of certain parcels in the 7800 South TOD Overlay area and the inclusion of certain parcels in the 7200 South TOD Overlay area.

Included below is a synopsis of the maximum heights and densities allowed in surrounding jurisdictions. A copy of the actual text is included as an attachment.

<table>
<thead>
<tr>
<th>City</th>
<th>Maximum Height (stories)</th>
<th>Maximum Density (du/ac)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Draper</td>
<td>4</td>
<td>35</td>
</tr>
<tr>
<td>South Jordan (I-15)*</td>
<td>20</td>
<td>Negotiated with City Council</td>
</tr>
<tr>
<td>South Jordan (town centers)*</td>
<td>5</td>
<td>Negotiated with City Council</td>
</tr>
<tr>
<td>Murray***</td>
<td>5+</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Sandy</td>
<td>Planned as an area</td>
<td>Planned as an area</td>
</tr>
<tr>
<td>South Salt Lake</td>
<td>Planning Commission above 4</td>
<td>Unlimited</td>
</tr>
</tbody>
</table>

*One development approved at 17.8 du/ac; another at 52.8 du/ac  
**One development approved at 36.2 du/ac  
***Height may increase 1 foot for every foot beyond 100 feet from the nearest residential zone district

Also included as attachments are the maps requested, and two written appeals. The first appeal is from the owners of the parcel located at 7300 South and 300 West. The appeal requests that this parcel be included in the 7200 South TOD Overlay. The second appeal is from ICO Multifamily Holdings, owners of the Applewood Mobile Home Park. Their appeal
requests that the City consider increasing the TOD density from 25 to 35 dwelling units per acre, allowing for 4 stories rather than 3 as is allowed in the RM-25 zone, and counting roads, railroads and the like in the residential buffer calculations.

Council Requests

Following an initial discussion with the Council on March 07, 2017, it was requested that a third set of zoning map amendments be provided for consideration which eliminate the TOD Overlay from the Planning Commissions recommendation on all parcels except the existing Center Square development. Those maps are included with this report as option #3.

Another point of discussion with the Council was the 15 foot front setback requirement in this zone, which includes a 5 foot amenity strip and 10 foot sidewalk. For reference, the south building at Center Square is set back anywhere from 18 to 30 feet from the back of curb along Center Street with 14 feet of landscaping, a 4 foot sidewalk, and a minimum of 5 feet of landscaping between the sidewalk and building. Along Center Square the building is setback 15 to 22 feet from the back of curb.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION (MOTION READY):

“In an effort to encourage the development of parcels proximate to TRAX stations while providing for the logical and orderly transition from the higher intensity development to the surrounding, stable, single-family neighborhoods, I move that we adopt Ordinance 2017-O-04 amending the existing TOD zone, creating the TOD Overlay zone, and amending the zoning map as noted in options

    7200 South #1  Center Street #1
    7200 South #2  Center Street #2
    7200 South #3  Center Street #3

Attachments:

- Ordinance 2017-O-04
- Proposed TOD & TOD Overlay text
- Proposed map amendments
- Written appeals
- Surrounding jurisdiction ordinances
Phill,

I appreciated the staff presentation and discussion for the TOD Amendment heard before Planning Commission last week. I also appreciated that Councilman Wayne Sharp was in attendance to gather information from the hearing. I represent ICO Multifamily Holdings and during the public hearing I expressed general concerns about city initiated downzoning without property owner consent or involvement.

Specifically, I expressed concern about the 25 units per acre density that is proposed for properties not included in the TOD Overlay zone, which means the approximately 8 acres we own, the Applewood Trailer Park. I shared with the Planning Commission that a density closer to 35 to 40 units to the acres more correctly aligns with three story buildings. I am happy the Planning Commission tabled the TOD Amendment until they had opportunity to study it further.

I mentioned to the Planning Commission several three story projects that ICO has recently built along the Wasatch front with densities greater than the proposed 25 units per acre. Attached is a PDF of the site plans, elevations, and interior finishes for these projects for your review and sharing with the Planning Commission and others on the staff that are preparing information for the Commissioners to review.

You mentioned to the Commission that the 25 units per acre for the TOD Amendment was based upon RM-25 zoning. We have now studied the RM-25 zoning and have determined that the TOD Amendment is more restrictive than the RM-25 zoning because the RM-25 zone allows for density greater than 25 units per acre because of bonus density for master planning. RM-25 also allows for 4 story buildings, and the TOD Amendment limits height to three stories in certain areas, including Applewood. Fundamentally, TOD zoning should invite development at densities greater than non-TOD locations governed by the RM-25 zone.

We encourage the Planning Commission to modify the TOD Amendment to allow densities of 35 units per acre instead of the proposed 25 units per acre.

Also, upon further study of the proposed TOD buffer zones, we don't think it makes sense to require as much buffer along the Trax line. The Trax line already provides an approximate 50’ buffer from neighboring residential communities. It seems excessive to require an additional 37’ buffer for three story buildings, which combined with the Trax right-of-way is an 87’ buffer.

Thanks again for allowing our voice to be heard.

Darin E. Haskell
Ivory Development, Secretary
801-520-9163
Midvale City – Planning Commission Discussion

Development Examples & Amended TOD Zoning Implications

February 9th, 2017
Today’s Discussion

- Development Examples of market viable TOD product contemplated for ICO owned land, at some point in the future.
  - Park Lane Village; Farmington, Utah
  - Residences at Monteval; Orem, Utah
  - Residences at The District; South Jordan, Utah

- MF-25 vs. New TOD Zoning
Park Lane Village – Farmington, UT

- Units: 324
- Owner Site Acres: 9.65 (33.6 units/acre)
- Total Parking: 635 (1.92 stalls per unit)
  - Garages: 182
  - Stalls/Carparks: 453
Park Lane Village – Clubhouse (won Clubhouse of the Year by UAA)
Park Lane Village – Model Units
Residences at Monteval – Orem, UT

- Units: 132
- Acres: 4.17 (31.65 units/acre)
- Total Parking: 235 (1.78 stalls per unit)
  - Garages: 75
  - Stalls/Carparks: 160
Residences at Monteval – Exteriors, Elevations, Amenities
Residences at Monteval – Clubhouse
Residences at Monteval – Model Units
Residences at The District – South Jordan, UT

- Units: 258
- Acres: 10.05 (25.67 units/acre)
- Total Parking: 493 (1.90 stalls per unit)
  - Garages: 323
  - Stalls/Carports: 170
Residences at The District – Exteriors, Elevations, Amenities
Residences at The District – Clubhouse
Residences at The District – Model Units
Today’s Discussion

- Development Examples of market viable TOD product contemplated for ICO owned land, at some point in the future.
  - Park Lane Village
  - Residences at Monteval
  - Residences at The District

- Implications of New TOD Zoning
  - MF-25 vs. New TOD Overlay Zoning
  - TOD Overlay Zone
# RM-25 vs. TOD Zoning

<table>
<thead>
<tr>
<th>Current TOD Zoning</th>
<th>PROPOSED TOD Zone (More restrictive)</th>
<th>RM-25 Zone</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Density</strong></td>
<td>• 100 units per acre</td>
<td>• 25 units per acre</td>
<td><strong>1</strong></td>
</tr>
<tr>
<td></td>
<td>• Applewood is limited to 3 stories at the current zoning, but can allow for 100 units to the acre.</td>
<td>• Proposed density limits financial feasibility, especially with new setbacks 66’ setbacks.</td>
<td><strong>1</strong></td>
</tr>
<tr>
<td></td>
<td><strong>25 units per acre</strong></td>
<td><strong>25 units per acre</strong></td>
<td><strong>1</strong></td>
</tr>
<tr>
<td></td>
<td><strong>25 units per acre</strong></td>
<td><strong>25 units per acre</strong></td>
<td><strong>1</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Proposed density limits financial feasibility, especially with new setbacks 66’ setbacks.</strong></td>
<td><strong>Proposed TOD Zone is more restrictive on density than RM-25</strong></td>
<td><strong>1</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Includes PC can award a density bonus of up to 10% for master planning if certain criteria is met</strong></td>
<td><strong>Project is financially unfeasible at 25units/ac</strong></td>
<td><strong>1</strong></td>
</tr>
<tr>
<td><strong>Parking Ratio</strong></td>
<td>Unit within 1/8-mile of transit stop:</td>
<td>Same as Current TOD Zoning.</td>
<td><strong>TOD Zoning does award parking benefit over RM-25.</strong></td>
</tr>
<tr>
<td></td>
<td>• 1.25 stalls per 1BR</td>
<td>• 1.5 stalls per 1BR</td>
<td><strong>See page 68 of the PCPacket020817.pdf</strong></td>
</tr>
<tr>
<td></td>
<td>• 1.25 stalls per 2BR</td>
<td>• 2 stalls per 2BR</td>
<td><strong>See page 68 of the PCPacket020817.pdf</strong></td>
</tr>
<tr>
<td></td>
<td>• 1.50?? stalls per 3BR</td>
<td>• 2.5 stalls per 3BR</td>
<td><strong>See page 68 of the PCPacket020817.pdf</strong></td>
</tr>
<tr>
<td></td>
<td>• Guest= +1 stall per 4 units</td>
<td><strong>Guest= space per every 4 units can be lowered with PC approval</strong></td>
<td><strong>See page 68 of the PCPacket020817.pdf</strong></td>
</tr>
<tr>
<td></td>
<td>• Guess: ~1.67–1.75 stalls per unit</td>
<td></td>
<td><strong>See page 68 of the PCPacket020817.pdf</strong></td>
</tr>
<tr>
<td><strong>Setback Req’</strong></td>
<td>• Front – 15’</td>
<td>• Front – 15’</td>
<td><strong>2</strong></td>
</tr>
<tr>
<td></td>
<td>• Side – 0’ + landscape buffer</td>
<td>• Side &amp; Rear – 0’ + landscape buffer</td>
<td><strong>RM-25 is more restrictive than TOD</strong></td>
</tr>
<tr>
<td></td>
<td>• Rear – 0’ + landscape buffer</td>
<td>• Rear – 0’ + landscape buffer</td>
<td><strong>RM-25 is more restrictive than TOD</strong></td>
</tr>
<tr>
<td></td>
<td><strong>BUT</strong></td>
<td><strong>BUT</strong></td>
<td><strong>RM-25 is more restrictive than TOD</strong></td>
</tr>
<tr>
<td><strong>Bldg Height</strong></td>
<td>• Max height of 7 stories (only if project has frontage on State or 7200 S.)</td>
<td>• Maintains max of 7 stories within certain State &amp; 7200 S. Frontage</td>
<td><strong>2</strong></td>
</tr>
<tr>
<td></td>
<td>• Applewood is limited to 4 stories if 66 foot setback is maintained.</td>
<td>• Applewood is limited to 4 stories if 66 foot setback is maintained.</td>
<td><strong>2</strong></td>
</tr>
<tr>
<td></td>
<td><strong>1-4 stories</strong></td>
<td><strong>1-4 stories</strong></td>
<td><strong>2</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Max height of 42’</strong></td>
<td><strong>Max height of 42’</strong></td>
<td><strong>2</strong></td>
</tr>
<tr>
<td></td>
<td>*<strong>May increase with PC approval</strong></td>
<td>*<strong>May increase with PC approval</strong></td>
<td><strong>2</strong></td>
</tr>
<tr>
<td><strong>Open Space</strong></td>
<td>• 25% min. req for open space/ common amenities</td>
<td>• 25% min. req for open space/ common amenities</td>
<td><strong>TOD allows for less open space</strong></td>
</tr>
<tr>
<td></td>
<td><strong>40% open space, with roads/trails linking to other trails (e.g. trail to TRAX station).</strong></td>
<td><strong>40% open space, with roads/trails linking to other trails (e.g. trail to TRAX station).</strong></td>
<td><strong>TOD allows for less open space</strong></td>
</tr>
<tr>
<td><strong>Landscape Req.</strong></td>
<td>• Min. 15% requirement, including common amenities (clubhouse)</td>
<td>• Min. 15% requirement, including common amenities (clubhouse)</td>
<td><strong>TOD Zone allows for less landscaping, but RM-25 can get there.</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Min 25%, but reduced landscaping is allowed if certain criteria met.</strong></td>
<td><strong>Min 25%, but reduced landscaping is allowed if certain criteria met.</strong></td>
<td><strong>TOD Zone allows for less landscaping, but RM-25 can get there.</strong></td>
</tr>
<tr>
<td><strong>Additional Incentives?</strong></td>
<td>No incentives are clearly defined.</td>
<td>No incentives are clearly defined.</td>
<td><strong>3</strong></td>
</tr>
<tr>
<td></td>
<td>RM-25 contains additional density, reduced parking, and other incentives for being a Master Planned Development.</td>
<td>RM-25 contains additional density, reduced parking, and other incentives for being a Master Planned Development.</td>
<td><strong>3</strong></td>
</tr>
</tbody>
</table>

---

If an RM-25 zoned project is master-planned, RM-25 could have higher density, equal parking ratios, etc. as a TOD Zone.
Applewood is adjacent to UTA Trax Line, NOT neighboring residential. Would a 66’ Buffer or setback still be applicable in this case?

Recommend reducing TOD buffer setback from 66-feet
Overview of Discussion Points

1. Density
   - The New TOD Zone lowers density from 100 units/acre to 25.
   - **TOD Zone is now more restrictive than RM-25**, which allows for 10% density bonus and other incentives for master planning.
   - **Applewood is financially unfeasible at 25 units/acre**.

2. Building Height
   - Applewood is now limited to 3 stories given the proposed density.
   - **TOD Zone is more restrictive than RM-25 Zone**, which allows up to 4 stories. **There is no benefit to being within a TOD Zone**.

3. Additional Incentives
   - The RM-25 Zone allows for additional incentives for Master Planning. Those incentives include, increased density, increased building height, reduced setbacks, reduced parking ratio, and more.
   - **The TOD Zone is not given additional incentives**. Unfortunately, this ensures the proposed TOD Zone is more restrictive, and a RM-25 zoned property could enjoy more flexibility, more density, etc. with proper approvals.

4. The New TOD Buffer Zone
   - Applewood’s East Property Line is adjacent to the UTA Trax Line and not residential. Therefore, **Buffer Zones on east property line should be removed/reduced because impact to residential is minimized**.
   - Would this buffer zone apply in this case? See Map on Slide 17.

Recommendation

- **Increase density to 35-40 units/acre**
- **Allow up to 4 stories on Applewood site**, consistent with the latest RM-25 zoning.
- **No action needed**. Just recognize that RM-25 can be more flexible and preferable to TOD Zoning.
- **Reduce west TOD Buffer**, because property is adjacent to UTA, NOT residential.
Subject: APPEAL ON PROPOSED TOD ZONING; OLD TRIANGLE INVESTMENT COMPANY PROPERTY LOCATED AT 7300 SOUTH 300 WEST

Old Triangle Investment Company has Commercial Buildings know as Park 7300 and as well as a Commercial lot next to Park 7300, location is 7300 South 300 West Midvale, which is a part of the TOD Zoning.

In the Midvale City, Public Meeting held on February 8, 2017. It was purposed by the Planning Commission Staff to not include Park 7300 as part of the TOD Overlay. We strongly disagree and would like Midvale City Planning Commission to include Park 7300 as part of the TOD Overlay, for the stated reasons:

All surrounding Buildings; Motel-6, LaQuinta Inn, McDonalds, Business Building, Denny's Diner, Chevron Service Station, Commercial Lot, East Side of 300 West, Harts Service Station, West Wind Karate, and Days Inn. All on the same block as Park 7300, which the planning Commission has designated them as part of the TOD Overlay. Which leaves out Park 7300 and not allowing the land to be used to its full potential. Nor does it make sense to leave only this parcel of land out of the TOD Overlay. Where Park 7300 is located is the perfect set up for a TOD OVERLAY property and uses the land to its highest potential and highest possible revenue for Midvale City.

Park 7300 has a natural road buffer which wraps around the east side (300 west) and the south side (Millennium Way) of Park 7300, this road also exits out onto the frontage road. Making easy freeway access to I-15 and I-215. There is easy ingress and egress with a traffic light on 7200 South 300 West. Park 7300 is within walking distance of Trax. Which is what was intended for high density developments.

Across Millennium Way on the south side of Park 7300 are storage units zoned TOD and to the east of the storage units on the corner is a commercial lot Zoned TOD which creates a buffer. Also, east side of 300 west are only Commercial Buildings zoned TOD Overlay.

The 300 West Street does not go through to any residential neighborhoods instead wraps around Park 7300 and turns in to Millennium Way. There is a dead end with grass and curb and gutter. There are buffers around Park 7300 and there for we see no reason Midvale City would not have it included in the TOD Overlay Zone.

Old Triangle Investment has listed Park 7300 and our Commercial lot to the north to be sold as one development. It is to not only to our benefit to have Park 7300 included in the TOD Overlay but also to allows the land to be used to its full potential and bring in the highest possible revenue to Midvale City.

Due to the confusion and hold on TOD Zones and changes to include TOD Overlay, we have lost two potential developers whom had funding from a Federal TOD zoned program. Developers couldn’t invest
time nor money in the development not being sure if they could build their development. And having to reapply and wait to see if their project for the TOD Overlay will only discourage developers from purchasing the land.

We have two developers interested in all of our property (park 7300 7 Commercial Lot) pending the outcome of the TOD Overlay and if the property is included. Old Triangle Company ask that you include Park 7300 as part of the TOD OVERLAY.

Please also consider moving as many uses as possible from the “Conditional” column to the “Allowed” column in Table 17-7-17.2. The planning staff should be able to approve plans that fully comply with all zoning issues. The “Conditional” approval requires another public hearing process that discourages developers (before you ever see the concept). The public hearing process for approval of a conditional use is unreasonable arduous for a plan that fully complies with all zoning requirements, as identified in the Midvale City’s zoning ordinances (which already went through a full public hearing process). Conditional uses are not good for developers (and not much better for cities that want revitalization).

The density of units in the TOD zone is not actually how densities are determined. Densities are determined by height restrictions and parking requirements. The density restriction is unnecessarily restrictive.

Parking ratios are unreasonably high for a “Transit Oriented Development”, which was designed to secure federal transportation funds (for Trax) and encourage density. This in turn was meant to encourage the use of the mass transit systems (called Trax locally). This was all part of a commitment to the US Government to receive funds for Trax, in anticipation of the 2002 Olympics. Anything the dilutes the densities is a failure to honor the promise made by Midvale City to the US Government. Please honor the promises made by your predecessors in Midvale City Government and remove density limits from the TOD zone (as originally designed).

We appreciate your time in reviewing our appeal and hope to have the outcome which will allow a developer to utilize the land to its highest potential and bring the highest possible revenue to Midvale City.

Included in this packet are some pictures of the Park 7300 and surrounding areas.

Sincerely,

Karl Freeman
Old Triangle Investment Company
801-205-9205
ORDINANCE NO. 2017 O-04

AN ORDINANCE AMENDING CHAPTER 17-7-8 (TOD), CREATING CHAPTER 17-7-17 (TOD OVERLAY) OF THE MIDVALE CITY MUNICIPAL CODE AND AMENDING THE OFFICIAL ZONING MAP OF MIDVALE CITY; ALSO PROVIDING A SAVING CLAUSE AND AN EFFECTIVE DATE FOR THE ORDINANCE.

WHEREAS, pursuant to Section 10-6-12 Utah Code Annotated 1953 as amended, the City has authority to adopt and amend a zoning plan which divides the City into zoning districts and within those districts to regulate the erection, construction, reconstruction, alteration, and uses of buildings and structures and the uses of land; and

WHEREAS, the City Council of Midvale City, Utah, find it appropriate to amend and adopt such ordinances to more adequately address the transition between single family residential developments and the higher intensity developments allowed in the TOD zone; and

WHEREAS, the Planning Commission held a public hearing on February 08, 2017 to review the request and has made recommendations thereon to the City Council; and

WHEREAS, the City Council of Midvale City, Utah, held a public hearing regarding the amendment of Chapter 17-7-8, the addition of Chapter 17-7-17 of the Midvale City Municipal Code and related zoning map amendments on March 21, 2017, and has taken into consideration citizen testimony, and planning and demographic data; and

WHEREAS, the amendments will be appropriate, in that it will promote the health and general welfare of the City, it will be compatible with the best interests of the neighborhoods involved and it will be sensitive to the needs of the City as a whole.

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

Section 1. The Municipal Code which sets forth the laws and policies within Midvale City, is hereby amended as follows:

See Attachment “A”

Section 2. If any part of this ordinance or the applications thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance or the application thereof to other persons and circumstances, but shall be confined to its operation to the section, subdivision, sentence or part of the section and the persons and circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the City Council that this section would have been adopted if such invalid section, provisions, subdivision, sentence or part of a
section or application had not been included.

Section 3. This ordinance shall be effective upon date of first publication.

PASSED AND APPROVED this ____ day of ______________, 2017.

________________________________________
JoAnn B. Seghini, Mayor

ATTEST:

________________________
Rori Andreason, MMC
City Recorder

Date of first publication: ______________
Chapter 17-7-8
TRANSIT-ORIENTED DEVELOPMENT ZONE (TOD)

Sections:

17-7-8.1 Purpose.
17-7-8.2 Uses.
17-7-8.3 Single family residential lot development standards.
17-7-8.4 Medium and high density residential development standards.
17-7-8.5 Retail, office and mixed-use development standards.
17-7-8.6 Retail, office and mixed-use architectural standards.
17-7-8.7 Required landscaping.
17-7-8.8 Parking.
17-7-8.9 Utilities.
17-7-8.10 Signs.
17-7-8.11 Conditional use standards of review.
17-7-8.12 Live/work units.
17-7-8.13 Itinerant merchants.
17-7-8.14 Related provisions.

17-7-8.1 Purpose.

The purpose of this chapter is to provide standards for the development of land parcels within the transit-oriented development (TOD) zone. Development in this zone is intended to provide for traditionally suburban development, as a transition to the more urban development pattern allowed under the separate Transit Oriented Development Zone Overlay (TODO) and to:

A. Allow for and encourage high-quality transit-oriented development characterized by a mix of commercial and residential uses;

B. Revitalize areas proximate to TRAX and transit stations;

C. Encourage ground level retail uses that open directly onto sidewalks adjacent to public streets, and upper floor office and residential uses;

D. Allow a mix of uses and development that are compatible with adjacent residential neighborhoods;
E. Require coordinated, thematic landscaping to provide a distinctive visual quality to the area;

F. Require pedestrian connections within and among developments and between adjacent neighborhoods;

G. Manage parking and vehicular access utilizing shared parking and driveway access, with on-street parking and parking located behind buildings or in the interior of the block; and

H. Encourage, through design, configuration, and mix of buildings and activities, a pedestrian-oriented environment and provide settings for social interaction and active community life with wide sidewalks, focal points, street trees and street furniture.


**Table 17-7-8.2 Uses**

If a use is not specifically designated, it is prohibited.

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Table 17-7-8.2

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Table 17-7-8.2

Uses

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17-7-8.3 Single family residential lot development standards.

The following development standards apply to all single family detached residential lot subdivisions in the residential land use areas. These are traditional single family residential lots that do not require additional open space and common areas within the development.

A. Lot Standards. Minimum area: The minimum lot area is three thousand five hundred square feet, subject to the following regulations:

1. Lot Width. The minimum lot width is forty-five feet, measured at the front setback line.
2. Lot Frontage. The minimum lot frontage is forty-five feet, unless the proposed lot is on the curve of a cul-de-sac, then the minimum lot frontage is thirty-five feet.

3. Lot Depth. The minimum lot depth is seventy-five feet, unless the proposed lot width is at least sixty-seven feet, then the minimum lot depth shall be sixty-seven feet. Corner lots must meet the minimum lot depth from both street frontages.

B. Setbacks. The minimum setbacks for primary structures in single family detached residential lot subdivisions are as follows:

1. Front. The minimum front yard setback is fifteen-twenty feet.
   a. Corner Lot Rule. Corner lots have two front yards.
   b. Exceptions. The following exceptions apply to all front yard setbacks in the zone:
      i. Front Porch. An open, front entry porch may encroach eight feet into the front yard setback.
      ii. Projections. Sills, cornices, chimneys, flues, eaves and ornamental features may project into the front yard up to two and one-half feet.
      iii. Impervious Surfaces. A driveway with a width of twenty feet or forty percent of the lot frontage, whichever is greater, ten feet and a sidewalk of up to five feet in width from the driveway or street to the front door. The driveway may extend an additional ten feet in width behind the sidewalk.

2. Side. The minimum side yard setback is four-five feet, subject to the following exceptions:
   a. Distance Between Buildings. There shall be a combined minimum of ten feet between buildings.
   b. Projections. Sills, cornices, chimneys, flues, eaves and ornamental features may project into the side yard up to two and one-half feet. If the front porch wraps around the structure, it may project into the side yard up to two feet.
Stairs and Balconies. Outside stairways and landings required by building code for exterior doorways may project into the ten-foot combined separation side yard up to three feet but may not project into the required four-foot side yard.

3. Rear. The minimum rear yard setback is fifteen feet, subject to the following exceptions:

a. Corner Lot Rule. On corner lots there is no rear yard.

b. Projections. Sills, cornices, chimneys, flues, eaves and ornamental features may project into the rear yard up to two and one-half feet.

c. Stairs and Balconies. Outside stairways and landings required by building code for exterior doorways may project into the rear yard up to three feet.

C. Building Orientation and Scale. Residential and accessory structures shall be oriented and scaled as follows:

1. Dwellings shall be serviced by a local street, an access road or drive, or an alley and shall not gain access from a collector or arterial street.

2. Individual lots, buildings and units shall be arranged and situated to relate to surrounding properties, to improve the view from buildings and to minimize road area.

3. Individual lots and buildings shall be designed to minimize pedestrian and automobile conflict while providing pedestrians direct access to a sidewalk or trail.

4. Massing should be divided into rhythmic blocks to bring the design of the unit much closer to the human scale and to create a pedestrian-friendly atmosphere.

5. Building design and orientation should consider exposure to sunlight to avoid energy inefficiencies.

D. Build-to Line. The front yard setback is the build-to line. At least fifty percent of the front elevation must be built within three feet of the build-to line. This provision does not apply to the development of cul-de-sac lots.

E. Height. The maximum height for a structure is twenty-eight feet to the midpoint for a sloping roof and twenty-five feet to the cornice for flat roofs.

F. Stories. All buildings must be from one to two and one-half stories.

1. Each lot shall provide two parking spaces for personal automobiles in a driveway, garage or carport, or in the side or rear yard of the property. The driveway shall be paved with concrete or asphalt and shall have a maximum width of twenty feet, or forty percent of the lot frontage, whichever is greater. This measurement shall be taken at the drive approach and sidewalk. The paved driveway may extend an additional ten feet in width behind the sidewalk. Parking in the side or rear yard shall be improved with concrete, asphalt, concrete pavers or gravel. Parking areas surfaced with either concrete pavers or gravel must be maintained to ensure no weeds grow in these areas. With the exception of the driveway and approved side yard parking, no other portion of the front or side yards shall be surfaced or used for parking. At no time shall parking occur on any landscaped area. Except for a ten-foot driveway from the frontage that leads to a garage or other parking area located on the side or to the rear of a dwelling, off-street parking and access to parking areas shall be located on the side or rear of a property.

4.2. Storage of individual recreational vehicles (RVs), travel trailers, boat trailers and utility trailers shall occur in an improved off-street location a minimum of five feet behind the sidewalk. No portion of the RV or trailer, or anything attached to the RV or trailer, shall extend closer than five feet to the sidewalk. This includes, but is not limited to, hitches. Parking in the side or rear yard shall be improved with concrete, asphalt, concrete pavers or gravel. Parking areas surfaced with either concrete pavers or gravel must be maintained to ensure that no weeds grow in these areas. With the exception of the driveway and approved side yard parking, no other portion of the front or side yards shall be surfaced or used for parking. At no time shall parking occur on any landscaped area.

H. Accessory Structures (Unoccupied). New development of an accessory structure intended for storage and not for human occupancy is an allowed use and shall meet the following development standards:

1. Proximity. An accessory structure must be located no less than six feet from the main building.

2. **Setbacks Location.** The accessory structure must be located in either the rear or side yard.

3. **Setbacks.** The accessory structure, including eaves, must be a minimum of two feet from the rear and side lot lines. All construction must be done in accordance with the building code, with a five-foot setback, except an accessory structure located at the front yard setback of an adjacent corner lot must be at least fifteen feet from the corner lot line. If building code requirements can be satisfied, the side and rear setback may be reduced to three feet.
34. Height. Accessory structure height may not exceed twenty feet to the midpoint for a sloped roof and sixteen feet to the cornice for a flat roof.

35. Stories. An accessory structure may range from one to one and one-half stories except that an accessory structure may not exceed the height of the main structure.

36. Building Area. The maximum area of an unoccupied accessory structure is the greater of nine hundred square feet or thirteen percent of the lot area.

7. Utilities. An accessory structure may not have a separate electrical service, gas service, sewer service or water service.

8. Maintenance. It is the responsibility of the property owner to ensure the setback area between the accessory structure and the property line remains free of weeds, junk and debris.

I. Accessory Structure (Occupied). New development of an accessory structure intended for human occupancy is a conditional use and shall meet the following development standards:

1. Lot Size. The accessory structure must be located on a lot with at least five thousand square feet.

2. Proximity. The accessory structure must be located no less than six feet from the main building.

3. Setbacks. The accessory structure must be located in either the rear or side yard, with no less than a five-foot setback from the rear and side lot lines, unless the accessory structure is located at the front yard setback of an adjacent corner lot, in which case the side yard setback to the nearest side lot line must be at least fifteen feet.

4. Height. The accessory structure height may not exceed twenty-four feet to the midpoint for a sloped roof and twenty feet to the cornice for a flat roof.

5. Stories. An accessory structure may range from one to two stories except that an accessory structure may not exceed the height of the main structure.

6. Building Area. The maximum area of an accessory structure is the greater of nine hundred square feet or thirteen percent of the lot area. No more than six hundred square feet of the accessory structure shall be used for human occupancy.
7. Architecture. The materials, architectural style and pitch of primary and secondary roofs shall match those found on the primary structure.

J. Architectural Requirements.

1. Front Porches. Front porches shall be provided on all dwelling units, or as otherwise approved by the planning commission through specific design review. Porches shall be unenclosed, roofed structures attached to the dwelling structure. Porches shall be at least one to two feet above grade and defined by a railing, wall, columns or similar architectural features, provided accessibility requirements are met. Porches are encouraged to reflect the design of traditional porches found in older neighborhoods. Railings and porch supports shall be composed of relatively substantial members, preferably wood, metal and/or masonry or other materials that complement the design. Porches may encroach eight feet into the front yard setback and two feet into the side yard setback. All construction must be done in accordance with the building code.

2. Garages. Garages must be side- or rear-loaded and/or detached rear yard garages.

3. Colors, Materials, Roofs, Openings.

   a. Building/Retaining Walls. No more than three materials shall be used for the primary wall surfaces on a building. Exterior finish shall be of traditional, time- and weather-tested techniques. Retaining walls shall be of materials complementary to the building’s materials.

   b. Colors. Without limiting the use of color, exterior walls shall be subdued in color and not reflective. Intense colors should be used as accent only.

   c. Roofs. All the roofs and dormer roofs of a building shall be constructed of the same material. Slopes of roofs shall be of equal pitch if a gable or hip roof is employed. All metal roofs must be of a subdued color. Painted roof shingles are prohibited.

   d. Openings. The following standards apply to openings of all structures:

      i. Entry Doors. Main entry doors must face the front yard or, if located on the building side, must be placed within three feet of the front facade. Entry Main entry doors must be covered by a roof and must be a primary element of the front of the structure.

      ii. Windows. Bay windows shall have from three to five sides.
K. Fences, Hedges and Walls. The following standards apply to new development of fences, hedges and walls:

1. Required Setbacks. A fence, hedge, wall, column, pier, post, or any similar structure or any combination of such structures is permitted in the required setback if it meets the following conditions:

   a. All property lines are located in order to determine that no fence, hedge, or wall extends beyond or across a property line. A fence, hedge, or wall may cross a property line if an agreement with the abutting property owner is obtained;

   b. No fence, hedge, or wall is placed nearer than six inches to any public sidewalk;

   c. Any fence, hedge or wall placed within ten feet of a driveway may not exceed three feet in height if a sight obscuring solid material is used, such as wood, vinyl, etc.; and four feet if nonobscuring open materials are used, such as wrought iron, picket with gaps no less than width of slat, etc., for the first ten feet behind the sidewalk; and

   d. No barbed wire or other sharp, pointed, or electrically charged fence may be erected or maintained, except a temporary fence on a construction site to protect the property during the period of construction may be topped with barbed wire where the barbed wire is not less than eight feet above the ground and does not extend more than two feet above the temporary fence.

   e. All fences shall be constructed of quality materials that are specifically manufactured for fencing and shall not be constructed with any material that was originally made for other intentions. Unless specifically being used for a bona fide agricultural use, perimeter fencing within a residential area shall not be constructed from any material that was manufactured for an agricultural use such as chicken wire, deer fencing, hog wire, wire strands, t-stakes, or grape stakes.

   e. All fences shall be maintained in a good condition by the property owner including compliance with the following standards:

      1) The fence must be free of damage, breaks or missing components or parts.

      2) Areas of the fence that are leaning more than twenty degrees from vertical, buckling, sagging or deteriorating must be repaired or replaced with materials and color similar to its original construction.

      3) All metal style fences shall be treated in a manner to prevent rust.
4) Plant materials growing on fences within clear view areas, i.e., within ten feet of a driveway near a sidewalk (see required setbacks above) or within the clear view triangle area, shall be maintained at a maximum height of three feet.

2. Height. No fence or wall may exceed six-seven feet in height, four feet in height in the front yard setback, nor three feet in the clear view triangle, measured as follows:

   a. In a required yard abutting a street, the total effective height above the finished grade measured on the side nearest the street;
   
   b. In any other required yard, the total effective height above the finished grade measured on the side nearest the abutting property;
   
   c. On a property line, measured from the finished grade of either side when the abutting property owners are in agreement; and
   
   d. A temporary fence on a construction site may be as high as required to protect the property during the period of construction.
   
   e. Fencing up to eight feet in height may be allowed in the side(s) or rear yard provided one of the following requirements are met:
      
      i. The side(s) or rear property is adjacent to a freeway system or arterial or collector roadway.
      
      ii. Buffering between commercial/industrial uses and residential uses or between single family and multi-family residential uses.
      
      iii. Demonstration of safety and/or security matters.

Fencing eight feet in height shall comply with the following conditions:

   i. The proposed fence shall be reasonably compatible with respect to height from adjacent fences and shall transition consistently from one segment of fence to another.
   
   ii. The proposed fence shall be reasonably compatible with respect to materials from adjacent fences and shall include materials and colors that are similar.
iii. A building permit shall be obtained from the City and construction of fences and retaining walls must meet applicable requirements of the building code.

f. Corner lots may have a fence up to seven feet in height, enclosing the yard area opposite one of the side yards and along the street frontage, provided the fence does not extend into the remaining front yard setback. Any fence, hedge, or wall placed within ten feet of a driveway may not exceed three feet in height for sight obscuring solid material or four feet in height for nonobscuring open materials for the first ten feet behind the sidewalk.

3. Athletic Facilities. Fencing around athletic facilities, including, without limitation, tennis courts, may be fourteen feet in height so long as all portions above six feet in height are constructed with at least fifty percent non-opaque materials.

4. Conformance with This Section. No person shall construct, alter, or maintain a fence, hedge, wall, column, pier, post, or any similar structure or any combination of such structures except in conformance with all of the requirements of this section.

L. Landscaping. Applicants for new development and existing residential property owners shall comply with the following landscaping standards:

1. Landscaping Required. Yard and setback areas visible from street access, including park strips, that are not utilized as approved parking or access for vehicles, trailers, etc., shall be landscaped. Landscaping shall include the treatment of the ground surface with live materials such as, but not limited to, sod, grass, ground cover, trees, shrubs, vines and other growing horticultural plant material. In addition, a combination of xeriscape plantings and designs that may include other decorative surfacing such as bark chips, crushed stone, mulch materials, decorative concrete or pavers shall also meet landscaping requirements. Structural features such as fountains, pools, statues, and benches shall also be considered part of the landscaping, but such objects alone shall not meet the requirements of landscaping.

2. Installation Time Frame Requirements. Landscape materials must be installed within six months of occupancy/notice of violation. This shall apply to all new or existing residential structures that are in a blighted condition, which do not comply with this chapter. This time frame will allow the owner to plant trees and other landscaping to ensure the survival of the plant material. Typically, installation of landscaping occurs in the spring or fall.
3. Maintenance. Individual(s), whether as the owner, lessee, tenant, occupant or otherwise, shall be responsible for the continued proper maintenance of all landscaping materials. Landscaping shall be maintained in good condition so as to present a healthy, neat, and orderly appearance at all times. Landscaping shall be mowed, groomed, trimmed, pruned and watered according to water-wise conservation guidelines to maintain healthy growing conditions and not detract from the appearance of the immediate neighborhood. Landscaping shall be kept visually free of insects and disease, and shall be kept free from weeds and other volunteer plants. Irrigation systems shall be maintained so as to eliminate water loss due to damaged, missing, or improperly operating sprinkler system components. All unhealthy or dead plant material shall be removed or replaced within six months, or the next planting period (spring or fall), whichever comes first, while other defective landscaping features shall be removed, replaced or repaired within three months. Permanent, semi-permanent, and regular parking on landscaped areas is prohibited.

4. Hazards. Landscaping shall be maintained to minimize property damage and public safety hazards, including the removal/replacement of dead or decaying plant material, removal of low-hanging branches and those obstructing street lighting, sidewalks and traffic sight distance requirements. Trees planted in the public right-of-way must be selected from the city's street tree selection guide. In the event a tree, shrub, or other plant causes damage to streets, sidewalks, trails, or other public improvements, the community development director and/or public works director or designee may order the removal of the offending vegetation and/or other landscape features.

5. Vegetation Protection. Development plans must show all significant vegetation within twenty feet of any proposed new development. The applicant must protect all significant vegetation during any new development activity.

6. Enforcement. Follow-up inspections and enforcement activities will be through the city’s code enforcement ACE program.


**17-7-8.4 Medium and high density residential development standards.**

The following development standards apply to all new single family attached, single family detached, and multi-family development in the residential land use area zone, with the exception of single family detached residential lots subdivisions (see Section 17-7-8.3).
A. Setbacks. New development shall comply with the following setbacks:

1. Front. The minimum front yard setback is fifteen feet, which shall include a sidewalk of ten feet in width and a five-foot park strip, which shall incorporate tree wells, street furniture and planter boxes. The front yard setback is measured from the back of curb.

   a. Corner Lot Rule. Corner lots have two front yards.

   b. Projections. Sills, cornices, chimneys, flues and ornamental features may project into the front yard up to two and one-half feet, provided it does not impede pedestrian traffic on the sidewalk. Eaves, awnings, and arcades and second story and above balconies may project into the front yard up to eight feet so long as these elements are at least eight feet above the ground and do not impede pedestrian traffic on the sidewalk.

   c. The structure may be set back an additional fifteen feet to allow for the inclusion of a courtyard.

2. Rear. There is no rear yard setback for multi-family development except as required by the International Building Code and landscape buffers and the single family setback.

3. Side. There is no side yard setback for multi-family development except as required by the International Building Code and landscape buffers and the single family setback.

4. Single Family Setback. The minimum setback from the property line, when adjacent to a single family residential zone, is fifteen feet, subject to the following exceptions:

   a. Three-story structures must be set back thirty-seven feet; four-story structures must be set back sixty-six feet; five-story structures must be set back eighty-three feet; six-story structures must be set back one hundred feet; and seven-story structures must be set back one hundred sixteen feet.

   b. Projections. Sills, cornices, chimneys, flues, eaves, and ornamental features may project into the rear yard setback up to two and one-half feet.

   c. Stairs and Balconies, Landings. Outside stairways and balconies, landings required by building code for exterior doorways may project into the rear yard setback up to three feet.
5. Each unit shall have access to a common area of at least three hundred square feet in size for each unit adjacent to said space, or a private yard of at least three hundred square feet in size shall be provided at the rear of each structure.

B. Build-to Line. The front yard setback is the build-to line. At least fifty percent of the front elevation must be built within three feet of the build-to line. The structure may be set back an additional fifteen feet to allow for the inclusion of a courtyard or patio.

C. Height. The maximum height for a residential structure is seven stories. Buildings of six and seven stories are limited to State Street and 7200 South frontages. When a residential structure is located within sixty-five feet of a single family structure, the maximum height of the structure or portion of the structure is three stories.

D. Building Orientation and Scale. Residential and accessory structures shall be oriented and scaled as follows:

1. Dwellings shall be serviced by a local street, an access road or drive, or an alley and shall not gain access from a collector or arterial street. Dwellings that front a courtyard, paseo, or common open space/recreation area are encouraged.

2. Buildings shall be arranged and situated to relate to surrounding properties, to improve the view from and of buildings and to minimize road area.

3. Ground floor pedestrian entrances must be oriented toward adjacent streets, plazas, courtyards, sidewalks and trails.

4. Buildings shall be designed to minimize pedestrian and automobile conflict while providing pedestrians direct access to a sidewalk or trail.

5. Massing should be divided into rhythmic blocks to bring the design of the unit much closer to the human scale and to create a pedestrian-friendly atmosphere.

6. Long building rows without varying setbacks or building mass should be avoided to prevent wind tunneling and long-term shadow casting.

7. Building planes shall incorporate varying heights, textures, shapes or colors to mitigate the visual impact buildings have on the public realm.
8. Building design and orientation should consider exposure to sunlight to avoid energy inefficiencies.

9. The landscaped setback is the build-to line for buildings adjacent to a public right-of-way. At least fifty percent of the front elevation must be built within three feet of the build-to line.

E. Floor Area Ratio Maximum Density. For development of medium and high density residential uses, the maximum FAR is 3.0 density is 25 units per acre.

F. Floor and Deck Height. The following floor and deck heights apply to all structures:

1. Main Floor. The main floor of all residential units shall be no less than two and one-half feet above finished exterior grade.

2. Basement Floor. The basement floor of all residential units shall be no closer than four feet to finished exterior grade.

G. Stories. All building types must be from one to seven stories. Six- and seven-story buildings are limited to State Street and 7200 South frontages.

H. Proximity. There shall be a minimum separation of twenty feet between all habitable structures. Building separation may be reduced as follows if building code requirements are met: ten feet between one-story structures; fourteen feet between two-story structures; and eighteen feet between three-story structures.

I. Fencing. Fencing in interior to residential developments shall not exceed six feet in height in the rear and side yards. Fencing in a front yard is prohibited. Perimeter project fencing may be increased to eight feet in height where appropriate. Fencing located in the sight distance triangle shall not exceed three feet in height. The fencing of private yards shall be accomplished in a manner that does not create areas of common space that are unusable, inaccessible, or hidden from other residents of the project. Barbed or razor wire is prohibited.

J. Required Residential Open Space and Landscaping. In addition to landscaping, irrigation and grading requirements found in Section 17-7-8.7, the following landscaping and open space requirements shall apply. All required landscaping shall be installed as a condition precedent to receiving a certificate of occupancy unless seasonal conditions make installation unfeasible, in which case the applicant shall provide cash security or its approved alternative for all landscaping, which landscaping shall be installed by the following May 31st.
1. Minimum Landscape/Open Space Area. Active, improved landscape/open space area is required to meet whichever of the two following standards requires the greatest amount of open space:

   a. The applicant shall improve not less than twenty-five percent of the interior of the proposed development area as landscape/open space; or

   b. The applicant shall improve as landscape/open space area not less than twice as much of the site area as is utilized for surface parking, including the parking stalls, aisles and associated hardscape but not including required parking lot landscaping or private driveways. Surface parking includes any dedicated parking spaces and associated paved areas not located in the enclosed levels of a parking structure, underneath living spaces, in a structure attached to a single family attached or detached dwelling, in a detached garage on the same parcel as a single family attached or detached dwelling, or in a driveway for a single family attached or detached dwelling.

2. Maximum Landscape/Open Space Area. Subsection (J)(1) of this section notwithstanding, no development shall be required to include more than forty percent landscape/open space area.

3. Minimum Landscaped Area. The applicant shall landscape twenty percent of the interior of the proposed development area. The required open space may be landscaped to comply with this requirement. Landscaped areas shall not be less than five feet wide. Building foundation landscaping is not interior landscaping. The applicant must landscape a minimum of ten feet between the side yard and the abutting property line when the side or rear yards are in public view.

4. Minimum Improved, Common Recreational Amenities. A minimum of fifteen percent of the land area shall be developed as active, improved common area to include such uses as mini parks, picnic areas, playgrounds, recreation areas and structures such as club houses, pavilions, swimming pools, etc. Improved, common recreational amenities shall be concentrated into larger, more functional areas as much as possible while continuing to provide each dwelling unit with an amenity within reasonable walking distance. Improved, common recreational amenities may count towards the required landscape/open space requirement.

5. Building Foundation Landscaping. The ground adjacent to the building foundation must be landscaped if it is visible from public vantage points. The landscaped area must be at least three feet in width.
6. Plant Materials. Areas requiring landscaping shall be planted with substantial live plant material including: plants, shrubs, trees, sod, etc., for the purpose of buffering, screening, and improving the visual quality of the site.

   a. Minimum Number of Trees. A minimum of one tree for every four hundred square feet of landscaping is required for all landscaped areas. Street trees may be included in calculations in order to meet this requirement.

   b. Types of Vegetation. At least twenty-five percent of trees and shrubs must be evergreen. Up to twenty-five percent of the landscape area can include specialty paving, street furniture, and outdoor seating areas. Trees that are planted in the park strip shall meet the specifications described in the Street Tree Selection Guide of Midvale City.

   c. Size of Trees. The following standards apply to the use of plant and tree material:

      i. Deciduous Trees. All deciduous trees shall have a minimum caliper size of two inches.

      ii. Ornamental Trees. All ornamental trees shall have a minimum caliper size of one and one-half inches.

      iii. Evergreen Trees. All evergreen trees shall have a minimum height of six feet.

7. Existing, Incompatible Use Buffer Area. Residential developments shall be developed such that existing uses that are incompatible with the reasonable enjoyment of residential users for reasons of noise, dust, vibration or other nuisance impacts shall be buffered from that nuisance by way of distance, screening or other mitigation techniques and/or conditions as approved by the planning commission. The mitigating techniques and/or conditions shall be conditions of approval for the residential project.

87. Snow Removal. A plan for snow removal and/or storage shall be submitted for review by the planning staff.

J. Access Management. All new development and an expansion by more than twenty-five percent of an existing building mass or site size shall comply with the following access management standards:

1. All driveways and curb cuts shall be installed according to the standards and specifications contained in the Midvale City Construction Standards and Specifications handbook. Curb cuts for pedestrian access shall orient toward each street frontage.
2. All newly installed driveways shall align with any existing access across the street. The Planning Commission may allow deviations to the requirement, provided the city engineer finds the driveway to be acceptable based on but not limited to access placement, traffic generated, and pedestrian and vehicular circulation.

3. New development or modifications to existing development shall not propose parking in such a way that users may be allowed to back onto public rights-of-way.

4. Existing nonconforming driveways within the zone shall be retired upon construction of a new building.

5. Shared driveways between and among parcels are encouraged and allowed if the parties execute and record an easement, or a deed of dedication, in a form approved by the city attorney to ensure access in perpetuity for both parcels.

K. Characteristics of Housing Product.

1. Minimum Number of Models for Single Family Detached, Attached, or Other Multi-Family Residential Unit Combinations That Appear to Be a Single Large House. Any development of fifty or more units in any of the above-listed configurations shall have at least three different types of housing models. Any development of fewer than fifty units of the above-listed configurations shall have at least two different types of housing models.

2. Minimum Model Characteristics for Single Family Detached, Attached, or Other Multi-Family Residential Unit Combinations That Appear to Be a Single Large House. Each housing model shall have at least three characteristics which clearly and obviously distinguish it from the other housing models, such as different floor plans, exterior materials and colors, roof shapes, garage placement, window size/proportion/pattern, placement of the footprint on the lot, and/or overall building facade design.

3. Street-Accessed Garages. Only a maximum of fifty percent of street-accessed garages shall have garage doors facing the street with the balance being alternative side- or rear-loaded and/or detached rear yard garages, etc., except that all opposing block faces shall duplicate the opposite side of the street; only front driveway block faces will face each other; only alley-loaded block faces will face each other. Each such alternatively loaded garage plan will constitute a distinct model for the purposes here.
43. Single Family Attached (Townhouse). The development of contiguous townhouses is limited to fifty units (i.e., in any single location) and in groupings no larger than eight units each. Any additional development over fifty townhouses may be developed so long as one-third of the total approved units are located on uncontiguous lots, a minimum of one hundred fifty feet or three lots apart in all directions and in groupings no larger than eight units each. Any townhouse development larger than eight units shall provide at least two different unit models. Each unit model shall have at least three characteristics that clearly distinguish it from the other townhouse models.

L. Medium and High Density Residential Architectural Requirements.

1. Residential Architectural Standards. All new residential development must present an attractive streetscape, incorporate architectural and site design elements appropriate to a pedestrian scale, and provide for the safety and convenience of pedestrians. All new residential development shall comply with the general architectural standards for the transit-oriented development zone and with each of the following architectural standards:

   a. Materials. All single family detached, attached, or other multi-family residential units, including combinations that appear to be a single large house, shall include a substantial use of brick, cultured brick, natural or cultured stone, wood or synthetic wood products.

   b. Base Materials. Each structure shall have a base or foundation with a minimum height of one-third the overall height of the structure. The base or foundation shall extend beyond the plane of the wall above it, creating a larger mass at the base of the building. The planning commission may allow for minor deviations to allow this base to terminate at visual breaks in the architecture, and the planning commission may approve alternative materials that are the qualitative equivalent of brick, cultured brick, or natural or cultured stone.

   c. Brick and Rock Pattern. Ledge stone, uncoursed ledge rock, random or coursed ashlar Flemish bond, English bond, common bond, running bond or drystack patterns shall be used for finished brick, rock and stone work. Herringbone, basketweave, vertical stack, stack bond, uncoursed roughly squared, and other vertical, irregular, or diagonal masonry patterns or vertical, non-alternating bond courses may be used only as an accent. Other masonry patterns shall not be used on vertical surfaces except as expressly authorized by the planning commission.

   d. Stucco. The use of stucco should be limited to architectural relief and shall not exceed twenty-five percent of a front elevation or fifty percent of any elevation. The planning commission may
determine, on a case-by-case basis, that the architectural detail and excellence of a structure is such that the use of stucco in excess of this standard is warranted.

e. Prohibited Materials. Vinyl and aluminum siding products are prohibited as wall materials.

f. Color Scheme. The use of a single color scheme, minimal detailing, or blank (or largely blank) walls is not permitted. The use of exterior staircases is discouraged.

g. Building Massing. Buildings that are uniformly three stories or more must step the roof form or interrupt it with other roof elements. The building mass of the elevation can be reduced by offsetting dwelling units, and varying building setbacks and heights.

h. Openings. Not less than twenty-five percent of any front or rear building face shall be made up of window or door areas. Not less than fifteen percent of any side building face shall be made up of windows or door areas unless an adjacent building within twenty feet of that side face obscures the majority of that side face from public view.

i. Protruding Features. Bay windows and other architectural elements protruding from the facades may be clad in other materials.

j. Miscellaneous. Security devices shall have materials and colors that complement the building’s architecture and building materials. Accessory structures shall be architecturally compatible with the primary development. Satellite dishes should be placed on the roof of a building, should be wired for use during construction, and shall not be placed within the public view or on the first floor of any building.

2. Roof Form. Roof forms shall be designed in ways and/or used in combinations to break up large, continuous building forms, particularly for cluster and multiple-dwelling structures. Where flat roofs are used, other techniques to provide scale and interest shall be used to refine large, continuous building forms. Long unbroken ridge or parapet lines are prohibited.

a. Generally, for structures lower than forty feet high, gable or hip roofs are preferred for the primary roof form. The primary gable roof slope shall not be less than 5:12 and not less than 6:12 for single family or duplex residences.

b. Secondary roof structures such as porch roofs, roofs over bay extensions, bay windows, etc., may include other roof forms such as shed roofs, and hip roofs in combination with gable roofs.
However, the secondary roofs shall be consistent or complementary with the primary roof form. Secondary roofs that slope should not be less than 4:12. Flat roofs may be also appropriate for small areas.

c. Front Entry Feature. All dwelling units or residential buildings shall have an exterior entry that is a prominent, architectural focal point directing people into the unit or building. This feature shall relate to the architecture of the structure and may include porches, stoops, roofs, etc.

d. Garages. Garage doors must be set back a minimum of twenty feet from the property line or sidewalk, whichever is greater, if off-street parking is to occur in the driveway. In all cases where garage doors face a street, the garage door shall be recessed a minimum of two feet behind the front line of the building living area (porches, bay windows, and similar projections not included). The style, materials, colors and roofs used in the construction of accessory structures, including garages and carports, shall be architecturally compatible with the primary structures.

3. Parking Enclosures. Parking enclosures/structures should be constructed within the same structure as the dwelling units whenever possible. Parking enclosures/structures shall be held to the same architectural standards as the residential structures.

M. Screening. Trash collection and recycling areas, service areas, mechanical equipment and loading docks shall be screened on all sides so that no portion of such areas is visible from public streets and alleys and adjacent properties. Required screening may include new and existing plantings, walls, fences, screen panels, doors, topographic changes, buildings, horizontal separation, or any combination thereof.

1. For residential structures, roof-top mechanical equipment, vents, flues, fans and other pieces of equipment shall be screened and/or organized to leave sloped roofs as simple and uncluttered as possible, or, where roofs are flat, to be screened from view of a pedestrian at the far side of the adjoining right-of-way or one hundred feet from the front property line, whichever is less. Where such appurtenances are visible, they shall be painted a color that matches the roof color or other architectural features so that their visual impact is minimized.

2. Refuse containers shall be screened from view on all sides. Required screening may include new and existing plantings, walls, fences, screen panels, doors, topographic changes, buildings, horizontal separation, or any combination thereof. Screening fences, walls and/or plantings shall be one foot higher than the object to be screened. An opaque gate shall be included where required to complete screening. (Ord. 2016-04 § 1 (Att.

17-7-8.5 Retail, office and mixed-use development standards.

The following development standards apply to all new subdivisions of retail, office and mixed use development in the zone:

A. Lot Area. There is no minimum lot area.

B. Setbacks. New development shall comply with the following setbacks:

1. Front. The minimum front yard setback is fifteen feet, which shall include a sidewalk of ten feet in width and a five-foot park strip, which shall incorporate tree wells, street furniture and planter boxes. The front yard setback is measured from the back of curb.
   a. Corner Lot Rule. Corner lots have two front yards.
   b. Projections. Sills, cornices, flues and ornamental features may project into the front yard up to two and one-half feet, provided it does not impede pedestrian traffic on the sidewalk. Eaves, awnings and arcades and second story and above balconies may project into the front yard up to eight feet so long as these elements are at least eight feet above ground and do not impede pedestrian traffic on the sidewalk.
   c. The structure may be set back an additional fifteen feet to allow for the inclusion of an outdoor dining area or courtyard.

2. Rear. There is no rear yard setback for new development except as required by the International Building Code, landscape buffers and the single family setback. The rear yard setback shall be of sufficient depth to allow proper parking and landscaped areas to the rear of the buildings. Unless otherwise approved as a conditional use by the planning commission, rear yards and the rear of buildings shall not abut a public street. On corner lots there is no rear yard except as required by the International Building Code and landscape buffers.

3. Side. There is no side yard setback for mixed-use development except as required by the International Building Code and landscape buffers and the single family setback.
4. Single Family Setback. The minimum setback from the property line, when adjacent to a single family residential zone, is fifteen feet, subject to the following exceptions:

a. Three-story structures must be set back thirty-seven feet; four-story structures must be set back sixty-six feet; five-story structures must be set back eighty-three feet; six-story structures must be set back one hundred feet; and seven-story structures must be set back one hundred sixteen feet.

b. Projections. Sills, cornices, chimneys, flues, eaves, and ornamental features may project into the rear yard setback up to two and one-half feet.

c. Stairs and Balconies. Outside stairways and landings required by building code for exterior doorways may project into the rear yard setback up to three feet.

C. Build-to Line. The front yard setback is the build-to line. At least fifty percent of the front elevation must be built within three feet of the build-to line. The structure may be set back an additional fifteen feet to allow for the inclusion of an outdoor dining area, courtyard, patio or other pedestrian oriented use.

Recessed plazas, courtyards and trellises are encouraged.

1. Exceptions. The applicant may increase the depth of the build-to-line by up to fifteen feet if the variation is used to promote a pedestrian-oriented use, i.e., special landscaping, public plazas, outside seating for a restaurant, etc.

D. Height. The maximum height for a structure is seventeen stories. Buildings of six and seven stories are limited to State Street and 7200 South frontages. When a structure or portion of a structure is located within sixty-five feet of a single family residential structure outside the project/development boundary, the maximum height of the structure or portion of the structure is three stories.

E. Maximum Density. For new development, the minimum FAR is 0.80 and the maximum FAR is 3.0 density is 25 units per acre.

F. Floor and Deck Height. The following floor and deck heights apply to all structures within the zone:
1. **Main Floor.** The main floor of all residential units shall be no less than two and one half feet above finished exterior grade. The main floor of all commercial uses may be at grade and may not be below grade.

2. **Basement Floor.** The basement floor of all residential units shall be no closer than four feet to finished exterior grade. The basement floor of all commercial uses shall be no closer than eight feet to finished exterior grade.

G. **Stories.** All building types must be from one to **seven** stories.

H. **Required Landscaping and Recreational Amenities.** In addition to landscaping, irrigation and grading requirements found in Section 17-7-8.7, the following landscaping and recreational amenities requirements shall apply. All required landscaping and amenities shall be installed as a condition precedent to receiving a certificate of occupancy unless seasonal conditions make installation unfeasible, in which case the applicant shall provide cash security or its approved alternative for all landscaping.

   1. **Minimum Landscape Area.** The applicant shall improve a minimum of fifteen percent of the interior of the proposed development area.

   2. **Recreational Amenities/Open Space.** Each application shall include the applicant shall provide appropriate recreational amenities for projects with a residential component. These amenities can be indoor and/or outdoor facilities. Indoor facilities can include fitness rooms, community rooms, etc. Outdoor facilities can include elevated plazas and outdoor recreation spaces such as pools, playgrounds, pedestrian trails, etc. Outdoor recreation areas outside the building footprint can be counted towards the required landscape area:

       1. Lighted pedestrian trails or paved paseos which connect commercial and residential uses with open space and with abutting public trails; and

       2. Ten-foot wide paved sidewalks along public rights-of-way.

I. **Building Orientation and Scale.** Retail, office, flex and mixed-use structures shall be oriented and scaled as follows:
1. Structures shall be serviced by a local street, an access road or drive, or an alley and shall not gain access from a collector or arterial street except as approved by the city engineer. Structures that front a courtyard, paseo, or common open space/recreation area are encouraged.

2. Buildings shall be arranged and situated to relate to surrounding properties, to improve the view from and of buildings and to minimize road area.

3. Ground floor pedestrian entrances must be oriented toward adjacent streets, plazas, courtyards, sidewalks and trails.

4. Buildings shall be designed to minimize pedestrian and automobile conflict while providing pedestrians direct access to a sidewalk or trail.

5. Buildings shall be designed with separate residential and commercial entrances.

6. Massing should be divided into rhythmic blocks to bring the design of the unit much closer to the human scale and to create a pedestrian-friendly atmosphere.

7. Long building rows without varying setbacks or building mass should be avoided to prevent wind tunneling and long-term shadow casting.

8. Building planes shall incorporate varying heights, textures, shapes or colors to mitigate the visual impact buildings have on the public realm.

9. Building design and orientation should consider exposure to sunlight to avoid energy inefficiencies.

10. Gathering areas in central areas and between buildings shall be encouraged. These areas shall be designed, through landscaping, hardscape, outdoor furniture, and public art, among others, to create a conducive atmosphere for people to come together.

J. Maximum Footprint. No commercial structure shall have a footprint in excess of twenty thousand square feet. Mixed-use structures have no maximum footprint.

K. Coverage. Buildings may cover up to eighty percent of the lot area.

L. Access Management. All new development and an expansion by more than twenty-five percent of an existing building mass or site size shall comply with the following access management standards:
1. All driveways and curb cuts shall be installed according to the standards and specifications contained in the Midvale City Construction Standards and Specifications handbook. Curb cuts for pedestrian access shall orient toward each street frontage.

2. All newly installed driveways for commercial uses shall be a minimum of two hundred feet apart.

3. All newly installed driveways for commercial uses shall align with any existing commercial access across the street. The Planning Commission may allow deviations to the requirement, provided the city engineer finds the driveway to be acceptable based on but not limited to access placement, traffic generated, and pedestrian and vehicular circulation.

4. New development or conversion of an existing residential use to a commercial use shall not be allowed to propose parking in such a way that users may be required or allowed to back onto public rights-of-way.

5. Existing nonconforming driveways within the zone shall be retired upon construction of a new building.

6. Shared driveways between and among parcels are encouraged and allowed if the parties execute and record an easement, or a deed of dedication, in a form approved by the city attorney to ensure access in perpetuity for both parcels.


17-7-8.6 Retail, office and mixed-use architectural standards.

All new development must present an attractive, coordinated streetscape; incorporate architectural and site design elements appropriate to a pedestrian scale; incorporate interior pedestrian access between structures to minimize pedestrian travel through parking areas; and provide for the safety and convenience of pedestrians by constructing pedestrian crossings with stamped, dyed, or raised walks. All new development shall comply with the following architectural standards:

A. New Building Form. Structures shall be designed to relate to grade conditions with a minimum of grading and exposed foundation walls. The design shall create easy pedestrian access from adjacent uses, on-street parking, sidewalks and parking areas. Commercial buildings shall be designed with ground floor architectural separation to enhance street activity and “walkability.” All proposed building designs must incorporate an expansive use of windows, balconies, terraces, arcades or other design features, which are oriented to the
street and other pedestrian accesses, to maximize the pedestrian interface. Windows, display windows and doors must comprise at least forty percent of street-facing facades on the commercial developments with first-floor commercial uses. Blank facades are not allowed to face public rights-of-way and may not exceed thirty feet in length on all other facades.

B. Walls. No more than three materials shall be used for primary wall surfaces. All exterior walls shall be constructed in compliance with the following:

1. Materials. Exterior finishes shall be of traditional, time- and weather-tested techniques and shall include a substantial use of brick, cultured brick, natural or cultured stone, prairie stone, and/or wood or synthetic wood products. Glazing may be used as a primary exterior material when glazing is proposed as a major architectural design element or look for a project area consisting of at least two buildings and including all of the buildings that are separated by a major feature such as a linear park, collector street, or similar element that sets an area apart. Retaining and screening walls shall be of materials complementary to the building’s materials.

2. Stucco. The use of stucco, synthetic stucco and EIFS should be limited and shall not exceed fifty percent of any elevation. The planning commission may determine, on a case-by-case basis, that the architectural detail and excellence of a structure is such that the use of stucco in excess of this standard is warranted.

3. Other Architectural Materials/Finishes. Architectural precast concrete, architecturally treated concrete masonry units, and architectural metals should be used primarily to provide architectural detail and relief. Fiberglass and/or metal panels may be used in relatively small quantities. The planning commission may allow other materials and material quantities that it finds add to the architectural excellence of the structure and project.

4. Prohibited Materials. Vinyl and aluminum siding products are prohibited as wall materials.

5. Base Materials. Each structure shall have a base or foundation with a minimum height of one-third the overall height of the structure. The base or foundation shall extend beyond the plane of the wall above it, creating a larger mass at the base of the building. The planning commission may allow for minor deviations to allow this base to terminate at visual breaks in the architecture, and the planning commission may approve alternative materials that are the qualitative equivalent of brick, cultured brick, or natural or cultured stone.
6. Brick and Rock Pattern. Ledge stone, uncoursed ledge rock, random or coursed ashlar Flemish bond, English bond, common bond, running bond or drystack patterns shall be used for finished brick, rock and stone work. Herringbone, basketweave, vertical stack, stack bond, uncoursed roughly squared, and other vertical, irregular, or diagonal masonry patterns or vertical, nonalternating bond courses may be used only as an accent. Other masonry patterns shall not be used on vertical surfaces except as expressly authorized by the planning commission.

7. Color Scheme. Buildings shall use a cohesive palette of colors which complement nearby buildings. Without limiting the use of color, large areas of walls shall be subdued in color and not reflective. Intense colors should be used as accent only.

8. Design Consistency. All exposed sides of a building shall be designed with the same level of care, quality and integrity. Buildings should be attractive and visually engaging from all exposed sides.

C. Roofs. Roof lines and shapes shall be consistent with the design and structure of the building, and should be consistent with the roof lines of adjacent buildings. Roof forms should reflect the facade articulation and building massing, as opposed to a single-mass roof over an articulated facade.

1. Pitched Roofs. Where pitched roofs are used, the following standards shall apply:

   a. All the roofs and secondary roofs of a building shall be constructed of the same material. All metal roofs must be of a subdued color. Painted roof shingles are prohibited.

   b. Slopes of roofs shall be of equal pitch if a gable or hip roof is employed. Roof forms shall be designed in ways and/or used in combinations to break up large, continuous building forms, particularly for structures that are wider than they are tall. Long unbroken ridgelines are prohibited.

2. Parapets. Parapets shall be provided to articulate flat roofs and hide roof-mounted equipment. The following standards shall apply:

   a. Parapets shall have strong cornice detailing to provide interest and scale.

   b. Long unbroken parapets, particularly for buildings that are wider than they are tall, are prohibited.

3. Rooftop mechanical equipment shall be hidden from view from the adjoining street with either a parapet or a penthouse. Penthouses shall utilize materials, colors and form similar to that of the building.
D. Openings. The following standards apply to openings of all structures:

1. Entry Doors. Entry doors must face the front yard or, if located on the building side, must be placed within three feet of the front facade. Entry doors must be covered by a roof and must be a primary element of the front of the structure.

2. Windows. Bay windows shall have from three to five sides.

3. Corner Buildings. Special attention shall be given to corner buildings that are highly visible, that may serve as landmarks, and provide a sense of enclosure at intersections. Special attention can be achieved by architecture, landscape, and public place.

4. Minimum Opening Area. Not less than twenty-five percent of any street-facing building facade shall be made up of window or door areas. Not less than fifteen percent of any other building face on a third or higher story shall be made up of windows, balcony or other opening areas unless an adjacent building within twenty feet of that side face obscures the majority of that side face from public view.

E. Fences, Hedges and Walls. The following standards apply to new development of fences, hedges and walls:

1. Required Setbacks. A fence, hedge, wall, column, pier, post, or any similar structure or any combination of such structures is permitted in the required setback of a zone district if it meets the following conditions:

   a. All fences and walls meet the requirements of Title 15 of this code, Buildings and Construction;

   b. No fence, hedge, or wall may extend beyond or across a property line without a recorded agreement with the abutting property owner;

   c. No fence, hedge, or wall may be placed nearer than six inches to any public sidewalk;

   dc. Only one fence or wall shall be allowed per property line. Double fences, walls or combinations thereof are prohibited; and

   ed. No barbed wire or other sharp, pointed, or electrically charged fence may be erected or maintained, except a temporary fence on a construction site to protect the property during the
period of construction may be topped with barbed wire where the barbed wire is not less than eight feet above the ground and does not extend more than two feet above the temporary fence.

2. Height. No fence or wall may exceed **six-seven** feet in height, four feet in height from the front of the primary structure forward, nor three feet in height in the sight distance triangle, measured as follows:

   a. In a required yard abutting a street, the total effective height above the finished grade measured on the side nearest the street;

   b. In any other required yard, the total effective height above the finished grade measured on the side nearest the abutting property;

   c. On a property line, measured from the finished grade of either side when the abutting property owners are in agreement; and

   d. A temporary fence on a construction site may be as high as required to protect the property during the period of construction.

3. Athletic Facilities. Fencing around athletic facilities, including, without limitation, tennis courts, may be fourteen feet in height so long as all portions above six feet are constructed with at least fifty percent non-opaque materials.

F. Lighting. All lights placed on property entrances, along pedestrian pathways or on building facades shall be of a uniform, pedestrian-friendly theme and shall be down-directed and shielded to direct light to the entry or pedestrian way. All pedestrian pathways shall include either bollard lighting, or downturned lighting which shall not exceed twelve feet in height. Pedestrian lighting shall coordinate throughout the proposed development and shall complement adjacent mixed-use project lighting. The lighting design shall minimize light trespass. Spotlights and floodlights are prohibited with the exception of approved landscape lighting. Street lighting shall either be chosen from the city’s approved street light list or installed to match a theme set by previous developments within the zone.

G. Screening. Trash collection and recycling areas, service areas, mechanical equipment and loading docks shall be screened on all sides so that no portion of such areas is visible from public streets and alleys and adjacent properties. Required screening may include new and existing plantings, walls, fences, screen panels, doors, topographic changes, buildings, horizontal separation, or any combination thereof.
1. For nonresidential and mixed-use structures, all roof-mounted mechanical and electrical equipment, communication antennas or dishes shall be screened from the view of a pedestrian at the far side of the adjoining right-of-way or one hundred feet from the front property line, whichever is less, or designed and/or located as part of the overall architectural design.

2. For residential structures, roof-top mechanical equipment, vents, flues, fans and other pieces of equipment shall be screened and/or organized to leave sloped roofs as simple and uncluttered as possible, or, where roofs are flat, to be screened from view of a pedestrian at the far side of the adjoining right-of-way or one hundred feet from the front property line, whichever is less. Where such appurtenances are visible, they shall be painted a color that matches the roof color or other architectural features so that their visual impact is minimized.

3. Refuse containers shall be screened from view on all sides. Screen walls and fences shall be one foot higher than the object to be screened. An opaque gate shall be included where required to complete screening.

4. Loading docks and/or service areas shall be located to the side or rear of buildings. Where they are directly visible from streets and nearby residential buildings, they shall be screened by walls at least eight feet high, or densely and continuously massed landscaping that maintains its screening capabilities in the winter. Raised planters, berms or other land forms may also be used in conjunction with landscaping or walls. A combination of dense, continuous landscaping and walls may allow the use of lower walls, but no lower than four feet high from finished grade.

H. Corner Lot Improvements. New development of corner lots shall include curb extensions in conjunction with on-street parking. All curb cuts shall be placed on each street frontage, and not at a central location at the apex of the corner radius.

I. Street Furniture. Each new mixed-use or commercial development shall include all-weather benches and shall incorporate trash receptacles and raised planters along the front facades of structures. All street furniture shall coordinate with one another and with adjacent mixed-use developments, and shall not be used for advertisement.

J. Weather Protection. All new mixed-use or commercial development shall incorporate awnings, arcades or roof projections along pedestrian pathways to shield pedestrians from adverse weather conditions. Weather protection features such as awnings, canopies, or arcades shall be provided at all customer entrances. Awnings shall not be backlit.
K. Streetscape. Sidewalks and park strips shall be finished with stamped and dyed concrete or brick pavers. Five-foot tree wells shall be incorporated into the park strip. Placement of street furniture (benches, trash cans and planter boxes) shall take place in the park strip.

L. Exterior Structure. All exterior walls of all structures shall be constructed in compliance with the following:

1. Finishes. All buildings shall use one or more of the following durable materials as significant finish: architectural precast concrete, architecturally treated concrete masonry units, brick cladding, natural and cast stone, prairie stone, architectural metals, and glazing. Architectural site-cast concrete may be allowed if designed, articulated, and colored for a finished appearance on all buildings. At least fifty percent of all buildings visible from a major thoroughfare shall be composed of brick, stone, architecturally treated concrete masonry units, architectural precast concrete and/or glazing.

2. Quality. High standards for exterior materials, exterior building systems, and their application are expected. In particular, the design and application of EIFS or synthetic stucco is expected to be of a high enough quality to allow for crisp detailing and substantial relief. The wall area from finished grade to where the use of EIFS begins shall be clad by a hard, durable material such as brick, stone, architectural precast concrete, or architecturally treated concrete masonry units.

3. Form Variations. Buildings shall provide variation in the form of facades that adjoin streets. Street-facing facades shall make use of at least two of the following variations. Secondary facades shall make use of at least one of the following variations. Variations should result from significant dimensional changes in plane, color or detail as accomplished by such devices as:

   a. Protruding bays or columns;
   b. Recessed entries;
   c. Upper level step-backs;
   d. Arcades;
   e. Offsets, projections and shifts in the general plane of the facade;
   f. Changes in materials or color;
   g. Bay windows;
h. Vestibules;

i. Porches;

j. Balconies;

k. Exterior shading devices;

l. Non-retractable canopies or awnings;

m. Projecting cornices;

n. Eaves; or

o. Any other variation the planning commission may approve that meets the intent of this subsection.

4. Window Treatments. Street-facing facades shall include at least two of the following window treatments with at least one window treatment per window. All other facades shall utilize at least one of the following window treatments per window. Treatments may include:

a. Varying the size and/or style of windows;

b. Window sills;

c. Window grids;

d. Window trim;

e. Window headers;

f. Window railing;

g. Recessed windows;

h. Arcades; or

i. Any other treatment the planning commission may approve that meets the intent of this subsection.
5. Architectural Treatments. Street-facing facades shall include at least two of the following architectural treatments. All other facades shall include at least one of the following architectural treatments. Treatments that add detail, character, and reduce the appearance of massive blank walls may include:

   a. Ornamental details such as quoins, knee braces and exposed joists;

   b. A change of material applied to at least twenty percent of the facade;

   c. A change of color applied to at least twenty percent of the facade;

   d. Decorative parapets;

   e. Reveals;

   f. Pilasters;

   g. Architectural banding or belt courses;

   h. Cornice other than that at the top of the building;

   i. Rounded design at street corners;

   j. A change of pattern applied to at least twenty percent of the facade;

   k. A distinguished upper floor for buildings with at least four floors; or

   l. Any other treatment the planning commission may approve that meets the intent of this subsection.

6. Storefronts. Awnings, canopies, arcades or other architectural features should be used to reduce glare on storefront glass and to shelter the pedestrians standing near the storefront. Cantilever awnings and canopies from the building face so as to keep sidewalks as clear and unobstructed as possible. The planning commission may permit limited use of supporting columns as part of a thematic design or corporate standard so long as the columns do not hinder pedestrian traffic or access.

7. Primary public entry(s) shall be architecturally emphasized so that pedestrians can easily find them.
8. Drive-Through Windows. Drive-through windows shall be located at the side or rear of buildings. While not desirable, a drive aisle may be located between the building and the street so long as its width is minimized, any pedestrian crossings of it are clearly delineated with special paving treatments, no parking spaces occur off of it and a low wall, railing with landscaping, or a continuous hedge at least three feet high shall be provided between stacked cars and the sidewalk.

9. Opaque (solid) storefront security closures (rolling doors, etc.) are not allowed.

10. Entryways. Each large retail building on a site shall have clearly defined, highly visible customer entrances featuring a combination of several elements such as:

   a. Canopies, awnings or porticos;
   b. Projecting eaves and cornices;
   c. Recesses/projections of wall surfaces;
   d. Arcades;
   e. Raised parapets over the door;
   f. Peaked roof forms;
   g. Lighting features;
   h. Entry plazas;
   i. Display windows;
   j. Architectural details such as masonry tile work and moldings which are integrated into the building structure and design;
   k. Integral planters or wing walls that incorporate landscaping; or
   l. Signs integrated with the building architecture.

11. Secondary Facades. Building facades that face the street but do not have pedestrian entries shall be composed of high-quality materials such as brick or stone, and shall provide variety and interest in the facade through the introduction of such elements as pilasters, recessed or protruding bays, changes
in materials and/or colors, building lighting elements, display windows with products or product graphics, transparent windows or clerestories, and well-designed signs and graphics.

12. Mixed-Use Buildings. Buildings that include both commercial and residential uses shall make use of architecture, materials, terracing, scale and other techniques to create a distinct separation between the commercial and residential uses in the structure.

   a. Mandatory Elements. Mixed-use structures shall feature a combination of at least two of the following several elements, such as:

      i. Terracing that creates a visual break between the commercial and residential areas of the structure;

      ii. Material, color, and/or texture changes between the commercial and residential floors of the structure;

      iii. Bulk or facade shifts between the commercial and residential floors of the structure;

      iv. Architectural treatments that make the commercial portions of the structure serve as a base for the residential floors;

      v. The use of a significant percentage of transparency on the commercial levels of a structure and smaller openings for the residential floors;

      vi. The use of balconies and/or bay windows for residential floors;

      vii. Any other element the planning commission may approve that meets the intent of this subsection.

   b. Signage. Mixed-use structures shall make substantial use of signage that is pedestrian in scale and is intended to guide visitors in locating the commercial and residential portions of the structure.

M. Miscellaneous. Security devices shall have materials and colors that complement the building's material. Accessory structures shall be architecturally compatible with the primary development. Satellite dishes over eighteen inches shall not be placed in front yards.
The applicant shall professionally landscape the lot, according to an approved landscape plan, as a condition precedent to receiving a certificate of occupancy for all residential, mixed-use and commercial uses. The community development director shall evaluate landscape plans for all permitted uses. The planning commission shall evaluate landscape plans for conditional uses. Landscape plan approval is a condition precedent to issuance of a building permit for the parcel. All landscaping shall be in place prior to issuance of a certificate of occupancy, unless seasonal conditions make installation unfeasible, in which case the applicant shall provide cash security or its approved alternative for all landscaping yet to be completed, which landscaping shall be installed by the following May 31st. The following landscaping standards apply to all new mixed-use, multi-family and commercial development in the zone and to the expansion by more than twenty-five percent of an existing building mass or site size:

A. Minimum Landscaped Area. Landscape planters shall be integrated into the overall site design.

B. Building Foundation Landscaping. If the ground adjacent to the front building foundation is landscaped, the landscaped area shall not project more than three feet from the foundation wall.

C. Residential Buffer. New development shall provide a minimum fifteen-foot landscaped buffer consisting of large trees, shrubs, and a sixminimum seven-foot screening wall (up to eight feet if warranted and as approved by the planning commission). The screening wall shall be constructed of wood, metal, brick, masonry or other permanent materials along all property boundaries adjacent to single family residential zones.
D. Plant Materials. Areas requiring landscaping shall be planted with substantial, thematic, live plant material including plants, shrubs, trees, sod, etc., for the purpose of buffering, screening, and improving the visual quality of the site.

1. Types of Vegetation. At least twenty-five percent of the landscaping must be evergreen. Up to twenty-five percent of the landscape area can include specialty paving, street furniture, and outdoor seating areas. Trees that are planted in the park strip shall meet the specifications described in the standard construction specifications of Midvale City.

2. Size of Trees. The following standards apply to the use of plant and tree material:

   a. Deciduous Trees. All deciduous trees shall have a minimum caliper size of two inches.
b. Ornamental Trees. All ornamental trees shall have a minimum caliper size of one and one-half inches.

c. Evergreen Trees. All evergreen trees shall have a minimum height of six feet.

3. Professionally Designed and Installed Prior to Certificate of Occupancy. Landscaping shall be professionally designed and shall be installed with an automatic sprinkling system designed to cover all planted areas, with no runoff. The applicant must install required landscaping prior to issuance of a certificate of occupancy, unless seasonal conditions make installation unfeasible, in which case the applicant shall provide cash security or its approved alternative for all landscaping, which landscaping shall be installed by the following May 31st.

E. Irrigation/Planting Plan. The applicant must submit a landscape plan documentation package. The landscape documentation package shall be submitted to and approved by the city prior to the issue of any permit. A copy of the approved landscaped documentation package shall be provided to the property owner or site manager. The landscape plan documentation package shall consist of the following items:

1. Documentation.

   a. Project Data Sheet. The project data sheet shall contain the following:

      i. Project name and address;

      ii. Applicant’s or applicant’s agent’s name, address, phone and fax number;

      iii. Landscape designer’s name, address, phone and fax number; and

      iv. Landscape contractor’s name, address, phone and fax number, if known.

   b. Planting Plan. A detailed planting plan shall be drawn at a scale that clearly identifies the following:

      i. Location of all plant materials, a legend with botanical and common names, and size of plant materials;

      ii. Property lines and street names;
iii. Existing and proposed buildings, walls, fences, utilities, paved areas and other site improvements;

iv. Existing trees and plant materials to be removed or retained;

v. Designation of landscape zones; and

vi. Details and specification for tree staking (trees less than a two-inch caliper must be double-staked until the trees mature to two-inch caliper), soil preparation, and other planting work.

c. Irrigation Plan. A detailed irrigation plan shall be drawn at the same scale as the planting plan and shall contain the following information:

i. Layout of the irrigation system and a legend summarizing the type and size of all components of the system;

ii. Static water pressure in pounds per square inch (psi) at the point of connection to the public water supply;

iii. Flow rate in gallons per minute and design operating pressure in psi for each valve and precipitation rate in inches per hour for each valve with sprinklers; and

iv. Installation details for irrigation components.

d. Grading Plan. A grading plan shall be drawn at the same scale as the planting plan and shall contain the following information:

i. Property lines and street names, existing and proposed buildings, walls, fences, utilities, paved areas and other site improvements;

ii. Existing and finished contour lines and spot elevations as necessary for the proposed site improvements;

iii. Grade shall slope away from the structure as required by the International Building Code.

2. Landscape Design Standards.
a. **Plant Selection.** Plants selected for landscape areas shall consist of plants that are well-suited to the microclimate and soil conditions at the project site. Plants with similar water needs shall be grouped together as much as possible. For projects located at the interface between urban areas and natural open space (non-irrigated), extra-drought-tolerant plants shall be selected that will blend with the native vegetation and are fire-resistant or fire-retardant. Plants with low fuel volume or high moisture content shall be emphasized. Plants that tend to accumulate excessive amounts of dead wood or debris shall be avoided. Areas with slopes greater than thirty-three percent shall be landscaped with deep-rooting, water-conserving plants for erosion control and soil stabilization. Parking strips and other landscaped areas less than four feet wide shall be landscaped with water-conserving plants.

b. **Mulch.** After completion of all planting, all irrigated non-turf areas shall be covered with a minimum four-inch layer of mulch to retain water, inhibit weed growth, and moderate soil temperature. Nonporous material shall not be placed under the mulch.

c. **Soil Preparation.** Soil preparation will be suitable to provide healthy growing conditions for the plants and to encourage water infiltration and penetration. Soil preparation shall include scarifying the soil to a minimum depth of six inches and amending the soil with organic material as per specific recommendations of the landscape designer based on the soil conditions.

d. **Turfgrass.** Plan shall delineate turfgrass areas and include a calculation (percentage) of irrigated turfgrass not to exceed fifty percent of the landscaped areas. Turf areas shall be on a separate irrigation zone from other landscape zones.

e. **Trees.** Trees less than a two-inch caliper must be double-staked until the trees mature to a two-inch caliper.

3. **Irrigation Design Standards.**

   a. **Pressure Regulation.** A pressure-regulating valve shall be installed and maintained by the consumer if the static service pressure exceeds eighty (80) pounds per square inch (psi). The pressure-regulating valve shall be located between the meter and the first point of water use, or first point of division in the pipe, and shall be set at the manufacturer’s recommended pressure for the sprinklers.
b. Automatic Controller. All irrigation systems shall include an electric automatic controller with multiple program and multiple repeat cycle capabilities and a flexible calendar program. All controllers shall be equipped with an automatic rain shutoff device, and the ability to adjust run times based on a percentage of maximum Eto.

c. On slopes exceeding thirty-three percent, the irrigation system shall consist of drip emitters, bubblers or sprinklers with a maximum precipitation rate of 0.85 inches per hour and adjusted sprinkler cycle times to eliminate runoff.

d. Each valve shall irrigate a landscape with similar site, slope and soil conditions and plant materials with similar watering needs. Turf and non-turf areas shall be irrigated on separate valves. Drip emitters and sprinklers shall be placed on separate valves.

e. Drip emitters or a bubbler shall be provided for each tree unless located in a turf area. Bubblers shall not exceed one and one-half gallons per minute per device. Bubblers for trees shall be placed on a separate valve unless specifically exempted by the city due to the limited number of trees on the project site.

f. Sprinklers shall have matched precipitation rates with each control valve circuit.

g. Check valves shall be required where elevation differences will cause low-head drainage. Pressure-compensating valves and sprinklers shall be required where a significant variation in water pressure will occur within the irrigation system due to elevation differences.

h. Filters and end flush valves shall be provided as necessary for drip irrigation lines.

i. Valves with spray or stream sprinklers shall be scheduled to operate between six p.m. and ten a.m. to reduce water loss from wind and evaporation.

j. Program valves for multiple repeat cycles where necessary to reduce runoff, particularly on slopes and soils with slow infiltration rates.

k. Spacing of irrigation heads shall not exceed fifty-five percent of coverage diameter.

a. As part of the site plan approval process, a copy of the landscape plan documentation package shall be submitted to the city for review and approval.

b. Following construction and prior to issuing the approval for occupancy, an inspection shall be scheduled with the planning department to verify compliance with the approved landscape plans.

c. The city reserves the right to perform site inspections at any time before, during or after the irrigation system and landscape installation, and to require corrective measures if requirements of this section are not satisfied.

F. Vegetation Protection. The property owner must protect existing significant vegetation during any development activity. Development plans must show all significant vegetation within twenty feet of a proposed development. Prior to certificate of occupancy, the property owner must demonstrate the health and viability of all large trees through a certified arborist. Mature landscaping, which has been approved to be removed, shall be replaced with like plantings exceeding the minimum requirements of this section.

G. Removal. No landscaping may be removed without replacement of equal or better quality. This shall include the installation of healthy plant materials as well as a tree-for-tree replacement as governed by this section.

H. Upgrading Preexisting Landscaping. The applicant must bring preexisting landscaping into compliance with this code upon an increase of more than twenty-five percent of the current building mass or site size.

I. Minimum Number of Trees. A minimum of one tree for every four hundred square feet of landscaping is required for all areas that are not on street frontage or adjacent to residential areas.

J. Street Trees. In order to promote a uniform appearance within the zone, street trees will be selected from Midvale’s “Street Tree Selection Guide.”

K. Lighting. All pedestrian pathways shall include either bollard lighting, or down-directed lighting which shall not exceed twelve feet in height. Pedestrian lighting shall coordinate throughout the proposed development and shall complement adjacent mixed-use project lighting.

L. Crime Prevention Through Environmental Design (CPTED). The plan must demonstrate how CPTED principles will be used in the design and layout of buildings, streets, accesses and open space areas. Design shall promote natural surveillance, access control, territorial reinforcement, sense of ownership, and maintenance. CPTED landscaping guidelines shall be used, including planting shrubs with a maximum height
of three feet and trees with a proper ground clearance of six feet above walkways and sidewalks and eight feet above vehicular travel and parking lanes. To encourage public safety through natural surveillance, natural access control, and territorial reinforcement, blank walls are not permitted adjacent to streets, pedestrian areas, and open space amenities. Symbolic barriers, such as low-lying fences/walls, landscaping and signage, shall be used to discourage crime and to promote safety. Ground floor parking garages shall not be permitted immediately adjacent to streets. Developments shall have street-side building elevations, with extensive windows, and with balconies, decks or landscape terraces encouraged.


17-7-8.8 Parking.

An applicant for new development or the expansion by more than twenty-five percent of an existing building mass or site size in the zone must provide off-street parking with adequate provisions for independent ingress and egress by automobiles and other motorized vehicles as follows. The planning commission may grant a reduction of up to thirty-five percent of required parking upon an applicant’s demonstration of opportunities for shared parking within a mixed-use development or reduced parking need due to proximity to public transportation.

Table 17-7-8.8
Parking

<table>
<thead>
<tr>
<th>Uses</th>
<th>Parking Requirement (Number of Spaces)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assisted Living</td>
<td>1 per 2 bedrooms plus 1 per employee per shift, or 2 per 3 employees per shift, whichever is greater</td>
</tr>
<tr>
<td>Auditorium</td>
<td>1 per 5 seats or 3 per 100 s.f. of assembly area</td>
</tr>
<tr>
<td>Bed and Breakfast Inn</td>
<td>1 per bedroom plus 1 per employee per shift</td>
</tr>
<tr>
<td>Cafe/Deli</td>
<td>3 per 1,000 s.f. of net leasable building area</td>
</tr>
<tr>
<td>Child Care Facility/Center</td>
<td>1 per on-duty employee and 1 per 6 children</td>
</tr>
<tr>
<td>Convenience Store, Support Commercial Uses</td>
<td>5 per 1,000 s.f. of net leasable building area</td>
</tr>
<tr>
<td>Financial Institution</td>
<td>3 per 1,000 s.f. of net leasable building area</td>
</tr>
<tr>
<td>Uses</td>
<td>Parking Requirement (Number of Spaces)</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Hospital, Limited Care</td>
<td>1 per 2 beds</td>
</tr>
<tr>
<td>Hotel/Motel</td>
<td>1 per suite and 1 space per 200 s.f. of separately leasable space</td>
</tr>
<tr>
<td>Indoor Entertainment, Theater</td>
<td>1 per 4 seats or 5 per 1,000 s.f. of floor area depending on type of facility</td>
</tr>
<tr>
<td>Master Planned Development</td>
<td>Determined by planning commission, based on proposed uses and potential for shared parking</td>
</tr>
<tr>
<td>Medium and High Density Residential</td>
<td>(See subsection D below)</td>
</tr>
<tr>
<td>Developments (single family attached, single family detached, multi-family)</td>
<td></td>
</tr>
<tr>
<td>Offices, General</td>
<td>3 per 1,000 s.f. of net leasable building area</td>
</tr>
<tr>
<td>Offices, Intensive and Clinic, Medical</td>
<td>5 per 1,000 s.f. of net leasable building area</td>
</tr>
<tr>
<td>Public and Quasi-Public Institution, Church and School; Public Utility</td>
<td>The greatest of: 1 per 5 seats, or 2 per 3 employees, or 1 per 1,000 s.f.</td>
</tr>
<tr>
<td>Recreation Facility, Private</td>
<td>1 per 4 persons (based on the facility's maximum rated capacity)</td>
</tr>
<tr>
<td>Recreation Facility, Commercial</td>
<td>The greatest of: 1 per 4 seats, 5 per 1,000 s.f. of floor area, or 1 per 3 persons rated capacity</td>
</tr>
<tr>
<td>Retail and Service Commercial, Personal Service</td>
<td>3 for each 1,000 s.f. of net leasable building area</td>
</tr>
<tr>
<td>Retail and Service Commercial, Regional</td>
<td>5 for each 1,000 s.f. of net leasable building area</td>
</tr>
<tr>
<td>Retail and Service, Auto Related and Gas Stations</td>
<td>5 per 1,000 s.f. of net leasable building area</td>
</tr>
<tr>
<td>Restaurant, Standard and Bar</td>
<td>1 for every 100 s.f. of net leasable floor area, including kitchen areas</td>
</tr>
</tbody>
</table>
**Table 17-7-8.8**

**Parking**

<table>
<thead>
<tr>
<th>Uses</th>
<th>Parking Requirement (Number of Spaces)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Affordable Housing</td>
<td>Not less than 1 space per dwelling unit; plus not less than 0.3 spaces per dwelling unit for guest parking</td>
</tr>
<tr>
<td>Shopping Centers or Complexes of Multi-Tenant Retail Spaces</td>
<td>3.5 per 1,000 s.f. of net leasable building area</td>
</tr>
<tr>
<td><em>Single Family Residential Subdivision</em></td>
<td>2 spaces per dwelling unit; developments with private street shall include guest parking at a rate of one space for every 4 units</td>
</tr>
</tbody>
</table>

A. **Location of Parking.**

1. **Off-Street Parking.** The parking required herein must be located on the property except as specifically exempted herein.

2. **On-Street Parking.** Parallel parking spaces on designated public and private streets may be used to meet the guest parking needs of residential and mixed uses. The city engineer will designate streets available for parking based on the width of the traveled surface, traffic demand, best engineering practices and adopted fire codes.

3. **Front Setback.** No parking shall occur within the front setback of any building, except that when a single family attached or detached structure is located on a local street and is set back at least eighteen feet from the property line, a private driveway may be used for off-street parking.

B. **Driveway Widths and Parking Lot Standards.** The following driveway width dimensions and parking lot standards apply. The city engineer may approve minor variations (equal to or less than ten percent) in driveway width and spacing.

1. **Parking.** No parking is allowed within the required front yard.

   a. If a parking lot or driveway to a parking lot is proposed to abut a residential use, the applicant must screen the lot or drive and provide adequate sight distance.
b. Required Landscaping. The following landscaping standards apply to new development:

   i. Parking areas with more than four stalls must have perimeter landscaping of at least five feet in width;

   ii. Parking areas with over ten stalls must have a minimum of ten percent interior landscaping;

   iii. Parking areas with over fifteen spaces shall provide landscaped islands at the end of each parking row, an island for every fifteen spaces, a minimum of ten percent interior landscaping, and perimeter landscaping of at least five feet in width.

2. Driveway Standards. For all new development, driveways shall comply with the following standards:

   a. No driveway shall be less than fifty feet from intersecting rights-of-way.

   b. No driveway or aisle shall exceed three hundred feet in length unless traffic-calming devices/techniques are used to slow traffic and safely allow pedestrian crossings.

   c. Commercial driveways that exceed fifteen feet in width at the lot frontage must be separated by a landscaped area of at least twelve feet in width and ten feet in depth.

      i. One-Way Drive. The minimum one-way drive width is fifteen feet. The maximum one-way drive width is twenty feet.

      ii. Two-Way Drive. The minimum two-way drive width is twenty feet. The maximum two-way drive width is thirty-six feet.

C. Parking Garages and Structures. Parking within a parking garage or structure requires:

1. Aisle. The minimum aisle width is twenty-four feet.

2. Circulation. The parking structure must be designed to ensure that each required parking space is readily accessible, usable and safe for automobiles and pedestrians.

   3. Location. The parking structure shall not be located on a street frontage.
43. Design/Architecture. Architectural relief shall be integrated into all facades to soften visual impacts and to provide a visual relationship with the surrounding structures. Parking garages and structures shall meet the following standards:

a. Parking structures shall include pedestrian walkways and connections, a layout that considers safe walking routes to elevators, stairways, doors, and to the sidewalk system. These shall be clearly marked and continuous in design.

b. Parking structures shall contain ground-level retail, office or display windows along all street-fronting facades of the parking structure. Parking structures with street frontage in primarily residential areas may utilize residential units or residential architecture that reflects surrounding residential units to mask the visual impact of the parking structure.

c. Parking structures that are not located adjacent to or within clear sight of a public street or other major transportation thoroughfare shall utilize plant material as screening to minimize the visual impact of the parking structure.

d. Parking structures shall be designed with an architectural theme similar to the adjoining structures. Openings that face and can be seen from major vehicular and pedestrian thoroughfares shall be of similar size and, whenever possible, shape to those found on adjacent buildings.

e. Walls, materials, patterns, colors, roof forms, and front entryways shall conform to the standards for all buildings in the applicable project area and shall reflect those used for adjacent buildings.

f. Parking stall width may be reduced to eight feet, three inches.

g. Parking stalls located adjacent to walls or columns shall be one foot wider than the minimum required width to accommodate door-opening clearance and vehicle maneuverability.

h. The planning commission may waive one or all of the foregoing design/architecture requirements if a competent architect can demonstrate that the requirement in question is not feasible and when the architect has utilized other architectural methods to blend the structure with neighboring structures and screen the visual impacts of the structure.

D. Medium and High Density Residential Use Parking Standards. Parking for new medium and high density residential uses shall comply with the following:
1. Surfacing. Parking areas and driveways must be hard-surfaced with asphalt, concrete or a comparable material approved by the city engineer; maintained in good condition; and clear of obstructions at all times.

2. Parking Requirements. The required number of off-street parking spaces available within a medium or high density residential project is dependent on the proximity of the project to a major transit facility. The parking requirements are as follows:

   a. Units located within one-eighth of a mile of the transit stop must have one and one-quarter parking spaces per two bedroom unit;

   b. Units located within a quarter of a mile of the transit stop must have one and one-half parking spaces per two bedroom unit;

   c. Units located outside of the quarter mile line will have parking as determined by the planning commission;

   d. One bedroom units shall be allowed a one-quarter parking space per unit reduction in the parking requirement;

   e. Units with three or more bedrooms shall include an additional one-quarter parking spaces per unit;

   f. One additional guest parking space for every four units shall be included on the parking plan although on-street parking, where allowed by the city engineer, may be used to meet this requirement;

   g. Projects that lack direct and unimpeded pedestrian access to the transit stop or that lack a viable and sustainable parking control plan shall include parking as required by the planning commission regardless of location;

   h. Mixed use projects shall include the parking spaces required for the commercial portion of the project at the dimensions required for commercial parking lots. These parking places may be shared with a residential use as allowed under this title, but they shall be concentrated near the commercial use to ensure access to the commercial use patrons.
3. Parking Space Dimensions. All new medium and high density residential development shall provide parking spaces of the following minimum dimensions. The city engineer may approve minor (equal to or less than ten percent) variations in parking space dimensions.

   a. Up to sixty percent of the total parking spaces must be at least eight and one-half feet wide by eighteen feet long, however, the remaining parking spaces must be at least nine feet wide by eighteen feet long;
   
   b. ADA parking space width requirements vary and shall be consistent with current building code standards; and
   
   c. Compact spaces and motorcycle spaces may be included in a project but will not count toward the parking requirement.

4. Grading and Drainage. Parking shall be graded and constructed as follows:

   a. Parking areas must be graded for proper drainage with surface water diverted to keep the parking area free of accumulated water and ice;
   
   b. Adequate control curbs must be installed to control drainage and direct vehicle movement;
   
   c. Parking area drainage must be detained on site, treated (if required by NPDES), and channeled to a storm drain or gutter as approved by the city engineer;
   
   d. Driveways may not exceed a ten percent slope;
   
   e. Drives serving more than one dwelling shall provide a minimum twenty-foot transition area at no greater than a two percent slope beginning at the back of the curb, or as otherwise approved by the city engineer, in anticipation of future street improvements; and
   
   f. The maximum storm water discharge level accepted by the city is two-tenths of a cubic foot per second per acre.

5. Street Access and Circulation. New medium and high density development shall provide the following:

   a. Off-Street Parking. Off-street parking areas must have unobstructed access to a street or alley. The parking area design for five or more vehicles must not encourage cars to back onto
adjoining public sidewalks, parking strips, or roadways. With the exception of permitted tandem parking, parking spaces shall be independently accessible and unobstructed.

b. Corners. No landscape obstruction is allowed in excess of two feet in height above street grade within the sight distance triangle. A reasonable number of trees with lower branches pruned to six feet to permit automobile drivers and pedestrians an unobstructed view of the intersection may be allowed by administrative permit.

c. Driveway Access. For corners, the triangular area is defined by the intersection of the road right-of-way, the line extending from the point of curve at the top back of curb, and a line connecting them at points twenty-five feet from their intersection.

d. Aisle. A minimum aisle width of twenty-four feet is required.

e. Common Driveways. To encourage the location of parking in the rear yard and/or below grade, the city allows common driveways along shared side yards to provide access to parking if the owner restricts the deeds to both properties to preserve the shared drive in perpetuity.

E. Commercial Use Parking Standards. Parking for new commercial uses shall comply with the following:

1. Surfacing. Parking areas and driveways must be hard-surfaced, maintained in good condition, and clear of obstructions at all times.

2. Parking Space Dimensions. All new commercial development shall provide parking spaces of the following minimum dimensions. The city engineer may approve minor (equal to or less than ten percent) variations in parking space dimensions.

   a. Parking spaces must be nine feet wide by eighteen feet long;

   b. ADA parking space width requirements vary and shall be consistent with current building code standards; and

   c. Compact spaces with dimensions of nine feet wide by sixteen feet long may be provided. These spaces are not code spaces for the purpose of satisfying parking requirements.

3. Grading and Drainage. Parking shall be graded and constructed as follows:
a. Parking areas must be graded for proper drainage with surface water diverted to keep the parking area free of accumulated water and ice;

b. Adequate control curbs must be installed to control drainage and direct vehicle movement;

c. Parking area drainage must be detained on site, treated (if required by NPDES), and channeled to a storm drain or gutter as approved by the city engineer;

d. Driveways may not exceed a ten percent slope;

e. Drives serving more than one single family dwelling shall provide a minimum twenty-foot transition area at no greater than a two percent slope beginning at the back of the curb, or as otherwise approved by the city engineer, in anticipation of future street improvements; and

f. The maximum storm water discharge level accepted by the city is two-tenths of a cubic foot per second per acre.

4. Street Access and Circulation. New commercial development shall provide the following:

a. Off-Street Parking. Off-street parking areas must have unobstructed access to a street or alley. The parking area design for five or more vehicles must not encourage cars to back onto adjoining public sidewalks, parking strips, or roadways. With the exception of permitted tandem parking, parking spaces shall be independently accessible and unobstructed.

b. Corner Lots. No landscape obstruction is allowed in excess of two feet in height above street grade within the sight distance triangle. A reasonable number of trees with lower branches pruned to six feet to permit automobile drivers and pedestrians an unobstructed view of the intersection may be allowed by administrative permit.

c. Driveway Access. For corner lots, the triangular area is defined by the intersection of the road right-of-way, the line extending from the point of curve at the top back of curb, and a line connecting them at points twenty-five feet from their intersection.

d. Drive-Through Developments. Applicants for all drive-up or drive-through service windows or facilities must provide sufficient stacking space for vehicles waiting for service, to prevent vehicles from waiting in the right-of-way.
e. Common Driveways. To encourage the location of parking in the rear yard and/or below grade, the city allows common driveways along shared side yards to provide access to parking if the owner restricts the deeds to both properties to preserve the shared drive in perpetuity.

f. Off-Street Loading Spaces. Every structure that is to be used for any purpose which involves the receipt or distribution of materials or merchandise by vehicle must provide and maintain adequate space for standing, loading, or unloading services off-street.

   i. All such loading areas or berths shall be located so that no vehicle loading or unloading merchandise or other material shall be parked in any front yard or in any street or right-of-way.

   ii. Loading docks and loading areas must be screened from adjoining property and public rights-of-way.

F. Calculation of Spaces. If a project incorporates two uses, the use requiring higher number of parking spaces shall govern. Whenever the calculation results in a fractional number, the number of spaces required must be rounded up to the next whole number.

G. Outdoor Lighting Standards. High-pressure sodium or metal halide light sources are the only allowed light sources for outdoor lighting. Light levels should be designed with minimum light trespass off site by using a cut-off luminaire that is fully or partially shielded with little or no light distributed above the horizontal plane of the luminaire, or other best practices that are available.

   1. Maximum Light Distribution. For uniformity in lighting and prevention of shadows, a four-to-one uniformity ratio shall occur over the site, excluding canopy areas and main building entrances. The maximum allowed average horizontal luminance level and light source shall be as noted in the following table:

<table>
<thead>
<tr>
<th>Use</th>
<th>Maximum Average Footcandle</th>
<th>Light Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building entrance</td>
<td>5 f.c.</td>
<td>Metal halide or high-pressure sodium or LED</td>
</tr>
<tr>
<td>Canopies</td>
<td>20 f.c.</td>
<td>Metal halide or high-pressure sodium or LED</td>
</tr>
<tr>
<td>Retail car lots</td>
<td>Front row 10 f.c. or less; 2 f.c. average over site;</td>
<td>Metal halide or high-pressure sodium or LED</td>
</tr>
<tr>
<td>Use</td>
<td>Maximum Average Footcandle</td>
<td>Light Source</td>
</tr>
<tr>
<td>----------------------------</td>
<td>----------------------------</td>
<td>---------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>50% reduction in light levels between midnight and sunrise</td>
<td>sodiumLED</td>
</tr>
<tr>
<td>Commercial uses</td>
<td>2 f.c.</td>
<td>Metal halide or high-pressure sodiumLED</td>
</tr>
<tr>
<td>Historic districts</td>
<td>2 f.c.</td>
<td>High-pressure sodiumLED</td>
</tr>
<tr>
<td>Residential</td>
<td>1 f.c.</td>
<td>150 watt high-pressure sodium on 15 ft. poles at 250 ft. spacing LED</td>
</tr>
<tr>
<td>T.O.D. and mixed use</td>
<td>2 f.c.</td>
<td>Metal halide in parking areas, high-pressure sodium for all other LED</td>
</tr>
</tbody>
</table>

2. Pole Height/Design Height. Luminaire mounting height is measured from the parking lot or driveway surface, and may range from twenty feet to thirty-five feet, based on:

   a. Review of the site plan;
   b. Proposed land uses;
   c. Surrounding land uses;
   d. Parking area size;
   e. Building mass;
   f. Location of the site with respect to other lighting sources;
   g. Impacts on the adjacent properties;
   h. Topography of site; and
   i. Other site features.

3. Large Parking Areas. Poles higher than twenty feet are appropriate only for parking areas exceeding two hundred stalls and not in close proximity to residential areas.

4. Design Standards.
a. If metal fixtures or poles are used, they should be black or dark brown;

b. The base of the pole shall be treated with paint, stain, stucco or another form of decorative cover. All attempts shall be made to place the base of light poles within landscape areas;

c. Wall-mounted lighting fixtures may not exceed eighteen feet in height; and

d. Lighting located along pedestrian pathways or in areas primarily dedicated to human activity may not exceed twelve feet in height.

5. Submission Requirements. An application for development with outdoor lighting must contain the following:

   a. Plans indicating the location on the premises, and the type of illumination devices, fixtures, lamps, supports, reflectors, installation and electrical details;

   b. Description of illuminating devices, fixtures, lamps, supports, reflectors, and other devices that may include, but are not limited to, manufacturer catalog cuts and drawings, including section where required; and

   c. Photometric data, such as that furnished by manufacturers, or similar showing the angle of the cut-off or light emission. A point-by-point light plan may be required to determine the adequacy of the lighting over the site.

6. Upgrading Preexisting Lighting. The applicant must bring preexisting lighting into compliance with this code upon application with the business license department for a change in ownership, new business in a stand-alone structure or in a multi-tenant structure in which the new business utilizes more than fifty percent of the building square footage on the site, in conjunction with an application for a building permit for any alteration, remodel or expansion of any structure on the site, or in conjunction with changes to the approved site plan.

H. Parking Lot Use. A parking lot shall only be constructed for uses allowed within the zone in which it is located.

17-7-8.9 Utilities

A. Utility Burial. All utilities within the proposed development shall be buried. The owner shall install conduit within the development’s proposed right-of-way for the eventual burial of overhead utilities throughout the zoning district. If the planning commission finds, upon the review and recommendation of the city engineer, that such installation is not feasible at the time of development, the applicant shall bond for the future installation of said conduit. All underground conduit shall be installed in conformance with city standards as identified in City Construction Standards and Specifications.

B. City-Wide Utility Infrastructure. Each project and each structure within each project shall include infrastructure that facilitates connection to Questar Gas, Rocky Mountain Power, Comcast Cable, UTOPIA Fiber, and Qwest Communications. This requirement may be waived if any of the aforementioned utilities decline, in writing, the opportunity to install or utilize the necessary infrastructure. The director of community and economic development and authorized deputies may approve the waiver. (Ord. 10/21/2008O § 1 (part), 2008: Ord. 10/16/2007O-15 § 1 (part), 2007: Ord. 11-20-2001 § 2 (part), 2001. Formerly 17-7-8.8)

17-7-8.10 Signs

Signage for each application must comply with an approved theme, which is uniform throughout the proposed development, and which complements the approved signage of near or adjacent pedestrian-oriented development. If a regulated sign type is not specifically designated, it is prohibited.

Table 17-7-8.10

<table>
<thead>
<tr>
<th>Sign Type</th>
<th>Sign Area Max.</th>
<th>Height Max.</th>
<th>General Restrictions</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-frame</td>
<td>6 s.f.</td>
<td>4’</td>
<td>One per ground-level tenant. Must not impede pedestrian movement.</td>
</tr>
<tr>
<td>Awning/Canopy</td>
<td>5% of wall surface; 80% of width</td>
<td>80% of vertical drip</td>
<td>Constructed of canvas-like materials or architectural metal. Design and color to relate to storefront. May extend 5’ from facade at least 8’ above sidewalk.</td>
</tr>
<tr>
<td>Campaign</td>
<td>32 s.f.</td>
<td>6’</td>
<td>Removed within 15 days from final voting day. 3’</td>
</tr>
</tbody>
</table>
### Table 17-7-8.10

<table>
<thead>
<tr>
<th>Sign Type</th>
<th>Sign Area Max.</th>
<th>Height Max.</th>
<th>General Restrictions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>max. height in clear view triangle.</td>
</tr>
<tr>
<td>Construction</td>
<td>32 s.f.</td>
<td>12'</td>
<td>Removed prior to certificate of occupancy.</td>
</tr>
<tr>
<td>Directional</td>
<td>4 s.f.</td>
<td>3’</td>
<td>Located at drive entrances and on-site only.</td>
</tr>
<tr>
<td>Flat or Wall Window</td>
<td>Sign 1: 15% of wall surface; Signs 2—3: combined signage 5% of wall surface</td>
<td>n/a</td>
<td>Must be attached to main building. All signs attached to facade, including awning signs, window signs and wall signs, determine sign area.</td>
</tr>
<tr>
<td>Monument</td>
<td>32 s.f.</td>
<td>6’ (total)</td>
<td>At least 1 foot of pedestal. May be placed on berm, w/ top of sign ≤ 9’; 3’ max. height in clear view triangle; 3’ from sidewalk.</td>
</tr>
<tr>
<td>Projecting Wall Sign</td>
<td>12 s.f.</td>
<td>n/a</td>
<td>May extend 4’ from facade perpendicular to facade. Must be 8’ above sidewalk. One per ground level tenant.</td>
</tr>
<tr>
<td>Real Estate</td>
<td>32 s.f.</td>
<td>12’</td>
<td>3’ max. height in sight distance triangle.</td>
</tr>
<tr>
<td>Suspended</td>
<td>60 s.f.</td>
<td>n/a</td>
<td>Sign area is 1 sq. ft. per lineal foot of building.</td>
</tr>
<tr>
<td>Temporary</td>
<td></td>
<td></td>
<td>See text.</td>
</tr>
<tr>
<td>Window</td>
<td>25% of window area</td>
<td></td>
<td>See text.</td>
</tr>
</tbody>
</table>

A. Multiple Sign Types. No more than two different sign types shall identify a business.

B. Wall Signs. One wall sign is permitted per sidewalk frontage. There shall be no more than two wall signs per tenant space. The maximum sign area is one square foot per each lineal foot of building elevation on which the sign is located, not to exceed sixty square feet. The overall length of a sign shall not exceed eighty percent of the width of the building on which it is located. The maximum letter size for a one-row sign shall be twenty-four inches and eighteen inches for two rows. Restaurants or other eating establishments may have one additional wall-mounted menu sign not to exceed three square feet. Second-floor tenants may have one
additional wall-mounted directory sign located near street-level entrances not to exceed three square feet. The following four types of wall signs are allowed; all others are prohibited:

1. An externally illuminated aluminum sign panel with cut out and/or channel letters illuminated by a specified cut-off floodlight fixture mounted to the building.

2. An internally illuminated aluminum sign panel with cut out and/or reverse channel letters illuminated by neon tubes or fluorescent lamps behind the sign panel and/or letters.

3. An externally illuminated individually fabricated channel letter form using a specified cut-off floodlight fixture mounted to the building.

4. An internally illuminated channel letter mounted to the building.

C. Awning/Canopy Signs. All awnings and canopies shall be constructed of a canvas-like material or architectural metal. The design and color shall relate to the storefront design. No awning or canopy sign may extend more than five feet over the sidewalk and shall be at least eight feet above the sidewalk. Awnings and canopies that are utilized for signage shall use contrasting letters that are painted, applied or sewn onto the vertical drip of the awning or canopy. Letters shall not exceed eight inches in height nor occupy more than eighty percent of the width of the awning or canopy.

D. Projecting Signs. One projecting sign may be attached to the building perpendicular to the facade facing the sidewalk per ground level tenant space. A projecting sign shall be made of a rigid material with the bracket and sign panel relating to the storefront design. Projecting signs may not exceed twelve square feet in size, or project more than four feet from the facade, and must be at least eight feet above the sidewalk.

E. Door/Window Signs. Lettering and logos may be applied directly onto storefront windows. This includes white gold leaf, applied vinyl, painted, etched or sandblasted. Total area of the sign (including lettering and logos) shall not exceed ten percent of the window area on which it is located. Storefront windows and doors shall be limited to a maximum of two square feet of coverage with stickers, credit card decals, hours of operation, etc. There may be one window sign listing the names of second-floor tenants near street-level entrances. This sign shall not exceed six square feet and is not to be included in the ten percent allowance.

F. Suspended Signs. Suspended signs shall be located near the entrance to the business/tenant space and may be used in place of rather than in conjunction with a wall sign. The maximum sign area is one square foot per each lineal foot of building elevation on which the sign is located, not to exceed sixty square feet. Signs
shall be located so as to emphasize design elements of the buildings. No suspended sign shall be less than eight feet above the sidewalk.

G. Monument Signs. A monument sign is only allowed to identify projects that encompass a minimum of one and one-half acres, and not individual stores or tenants. One monument sign may be allowed per project. A monument sign shall not exceed thirty-two square feet or six feet in height, and shall be located in a landscaped area associated with a project entry or focal point. The sign may be located on a berm, provided the top of the sign does not exceed nine feet in height above finished grade. Monument signs shall not be constructed within the clear view area and shall be set back at least three feet from a public sidewalk and property lines.

H. A-Frame Signs. One freestanding A-frame signboard per ground-level tenant may be placed on the sidewalk of at least ten feet in width, provided the sign does not interfere with pedestrian movement. The signboard copy space shall not exceed three feet in height and two feet in width with a maximum sign height of four feet.

I. Clearance and Setbacks. The following standards apply:

1. At intersecting streets all signs shall be located outside of the clear view area.

2. For signs over pedestrian ways, the clearance between the ground and the bottom of any projecting or ground sign shall not be less than eight feet.

3. For signs over driveways for vehicular traffic, the minimum clearance shall be fourteen feet.

4. All monument signs shall be a minimum of three feet from a public sidewalk or property line.

J. Temporary Signs. The following provisions regulate the use of temporary signs. If a temporary sign type is not specifically designated, it is prohibited.

1. Attachment. Temporary signs may not be permanently attached to the ground, buildings or other structures.

2. Grand Opening Events Signs. Promotional signage, such as pennants, streamers, banners, balloon signs, and inflated sign displays, may be used for grand opening events for new businesses. Such promotional signage must be initiated within the first three months of a new business receiving a certificate of occupancy, and may be used for a maximum of thirty consecutive days. Said signs shall be
used in such a manner so as not to constitute a safety hazard. A temporary sign permit shall be required. Promotional signage shall not include illuminated signs or devices.

3. Feather Flags. A maximum of one feather flag is allowed per business in a multitenant building. One feather flag per fifty feet of frontage or a maximum of five are allowed for stand-alone businesses. Feather flags may be displayed on private property for a period of fourteen consecutive days per calendar quarter up to four times per calendar year, with a maximum height of twelve feet. A temporary sign permit shall be required for each display period.

K. Outdoor Advertising. The following provisions regulate the use of bus benches, shelters, ad stands and newspaper stands.

1. Bus Benches and Shelters.

   a. Construction. Benches and shelters shall be constructed of durable materials and shall be kept in good repair. Shelter materials shall be black in color. Benches and shelters which are in disrepair or are unsafe or unstable will not be permitted and may be removed by the city. A concrete pad (not to extend beyond the footprint of the bench or shelter by more than one foot) and paved access (three feet in width) to the curb will be required for all benches and shelters (see diagram below). A bench may utilize concrete already installed in the park strip. Benches and shelters must be securely fastened to the concrete pad to prevent their unauthorized removal. The existing concrete pad must be repaired, including removal of attachment bolts and repair of all holes, by the bench sign company after removal. The business name and telephone number of the owner shall be printed on the bench or shelter in a conspicuous location.

   b. Location. Benches and shelters may be located along dedicated public rights-of-way only at bus stops established by the Utah Transit Authority. Shelters must be located behind the sidewalk.
All street improvements must be in place and the park strip must measure at least five feet in depth for a bench location. Bench signs shall be no closer than two feet from the curb in order to avoid injuries to persons waiting at the benches by the opening of doors of the bus. Benches and shelters shall not obstruct the sidewalks, roadways or other locations where the signs may pose a hazard to motorists or pedestrians. Benches and shelters installed by the Utah Transit Authority shall take priority at allowable locations. Benches and shelters to be placed on private property shall require a letter of approval from that property owner to be submitted to the city. The bench or shelter and an area within a ten-foot radius shall be maintained by the owner twice per week.

c. Area. The sign portion of a bench sign shall not exceed sixteen square feet in area (two-foot maximum height and eight-foot maximum width) and the sign portion of a shelter shall not exceed thirty square feet (six-foot maximum height and five-foot maximum width).

d. Density. No more than one bench or shelter shall be located at each Utah Transit Authority bus stop unless otherwise justified by the Utah Transit Authority because of heavy demand.

e. Insurance. Each bench or shelter company shall provide proof of liability insurance in the minimum amount of five hundred thousand dollars.

f. Permit. A temporary sign permit shall be approved and issued by the director of community and economic development or designee prior to the installation of a bench or shelter. A fee shall be paid for said permit for each bench or shelter as provided in Resolution 02/26/02C. The permit shall be valid for one year, renewing at the beginning of each fiscal year. Benches and shelters installed by the Utah Transit Authority or other public agencies shall be exempt from the payment of a fee. A change in the text of the sign for the bench or shelter or a substitution of benches or shelters shall not require the issuance of a new permit or the payment of an additional fee if the bench or shelter is placed in the same location as originally permitted.

g. Revocation and Removal. The issuance of a permit to locate a bench or shelter within the city of Midvale creates only a license, revocable upon a showing of cause by the city, and shall create no permanent rights of any kind. Each bench or shelter must be removed within thirty days of written notification. Benches or shelters not moved within the thirty-day period will be removed by the city at the owner’s expense. Removal expense per bench shall be calculated based on using a two-man crew and one truck for one hour.

2. Newspaper and Ad Stands.
a. Construction. Newspaper and ad stands shall be constructed of durable materials and shall be kept in good repair. Newspaper and ad stands must be securely fastened to a concrete pad either in the park strip or behind the sidewalk to prevent their unauthorized removal. The concrete pad must be repaired, including removal of attachment bolts and repair of all holes after removal. The business name and telephone number of the owner shall be printed on the stand in a conspicuous location.

b. Location and Density. Newspaper and ad stands may be located along dedicated public rights-of-way only at bus stops established by the Utah Transit Authority. All street improvements must be in place and the park strip must measure at least five feet in depth. There shall be no more than three stands per established bus stop. The stand may not be located adjacent to any mailbox, post, pole or monument and shall not impede or interfere with reasonable use of pedestrian traffic, display windows or building entrances or the reasonable use of any fire hydrant, traffic signal box or emergency call box.

c. Advertising. No advertising is allowed on the exterior except a logo or other information identifying the publication.

d. Permit. A temporary sign permit shall be approved and issued by the director of community and economic development or designee prior to the installation of a newspaper or ad stand. A fee shall be paid for said permit for each newspaper or ad stand as provided in Resolution 02/26/02C. The permit shall be valid for one calendar year. A substitution of newspaper or ad stands shall not require the issuance of a new permit or the payment of an additional fee if the newspaper or ad stand is placed in the same location as originally permitted.

e. Revocation and Removal. The issuance of a permit to locate a newspaper or ad stand within the city of Midvale creates only a license, revocable upon a showing of cause by the city, and shall create no permanent rights of any kind. Each newspaper or ad stand must be removed within thirty days of written notification. Newspaper or ad stands not moved within the thirty-day period will be removed by the city at the owner’s expense. Removal expense per stand shall be calculated based on using a two-man crew and one truck for one hour.

Conditional use standards of review.

The city shall not issue a conditional use permit unless the community and economic development department, in the case of an administrative conditional use, or the planning commission, for all other conditional uses, concludes that the application mitigates adverse impacts and complies with the following general standards applicable to all conditional uses, as well as the specific standards for the use.

A. General Review Criteria. An applicant for a conditional use in the zone must demonstrate:

1. The application complies with all applicable provisions of this title, state and federal law;

2. The structures associated with the use are compatible with surrounding structures in terms of use, scale, mass and circulation;

3. The use is not detrimental to the public health, safety and welfare;

4. The use is consistent with the general plan, as amended;

5. Traffic conditions are not adversely affected by the proposed use, including the existence of or need for dedicated turn lanes, pedestrian access, and capacity of the existing streets;

6. Sufficient utility capacity;

7. Sufficient emergency vehicle access;

8. Location and design of off-street parking as well as compliance with off-street parking standards provided for in Section 17-7-1.8;

9. Fencing, screening, and landscaping to separate the use from adjoining uses and mitigate the potential for conflict in uses;

10. Compatibility of the proposed mass, bulk, design, orientation, and location of the structures on the site, including compatibility with buildings on adjoining lots and to the street;

11. Exterior lighting that complies with the lighting standards of the zone and is designed to minimize conflict and light trespass with surrounding uses; and
12. Within and adjoining the site, impacts on the aquifer, slope retention, flood potential and appropriateness of the proposed structure to the topography of the site.

B. Specific Review Criteria for Certain Conditional Uses. In addition to the foregoing, the community and economic development department and planning commission must review each of the following criteria when considering approving or denying an application for each of the following conditional uses:

1. Conditional Use.

   a. Child Care. Each application for a child care facility or center must include:

      i. Proof of a state child care license;
      
      ii. Compliance with state, federal and local law; and
      
      iii. A delivery, traffic and parking plan which adequately mitigates the adverse impacts of increased traffic generation.

   b. Assisted Living/Senior Housing/Congregate Care. Each application for an assisted living, senior housing or congregate care use must comply with the following:

      i. The maximum number of residents shall be:

         (A) Eight for structures fronting on public streets smaller than collector streets; and
         
         (B) Sixteen for structures fronting on public streets considered collector streets or larger.

      ii. A complete application shall include:

         (A) Proof of state license for assisted living, senior housing, congregate care, or its equivalent;
         
         (B) A design, residential in character and architecturally compatible with the neighborhood, which adequately screens the use from neighboring lots and complies with Utah Department of Health standards;
         
         (C) An outdoor lighting plan which adequately screens lighting to mitigate its impact on surrounding uses;
(D) A sign plan which includes no more than two square feet of signage for facilities on public streets smaller than collector streets, and monument signs not to exceed thirty-two square feet for facilities on public streets considered collector streets or larger; and

(E) A delivery, traffic and parking plan which adequately mitigates the adverse impacts of increased traffic generation on the neighborhood in which it is located. The parking plan should propose parking appropriate to the proposed use of the facility, which plan may propose parking below the standards listed in Section 17-7-8.8.

2. Administrative Conditional Use.

a. Telecommunications Facility. This subsection applies to both commercial and private low-power radio services and facilities, such as “cellular” or “PCS” (personal communications system) communications and paging systems. Each application for a telecommunications facility shall comply with the following:

i. Wall-Mounted Antenna. Two types of wall-mounted antennas are allowed: stealth-mounted and non-stealth-mounted. Antennas mounted directly on existing parapet walls, penthouses, or mechanical equipment rooms are considered a wall-mounted antenna if no portion of the antenna extends above the roofline of the building or extends no more than four feet horizontally from the face of the building. Whip antennas are not allowed on a wall-mounted antenna structure. Antennas, equipment, and the supporting structures shall be selected to achieve the architectural compatibility with the host structure to which they are attached.

(A) Stealth facilities shall be designed to substantially conceal and camouflage the antennas and associated equipment.

(1) The planning commission shall review and may grant approval for any new antenna(s) that require construction of a new screening wall. New screening wall(s) shall be in harmony with the structure’s mass, architectural features, and overall aesthetics. Architectural and structural renderings, three-dimensional representation, line-of-sight diagrams, photo simulations, and/or building elevations of the proposed modifications may be required to effectively demonstrate the requested changes meeting the intent of this chapter.
Area Limitations for Stealth Wall-Mounted Antennas. The total area for all stealth wall-mounted antennas and supporting structures combined shall not exceed five percent of any exterior wall of the building. Stealth wall-mounted antennas may occupy a maximum of four walls. The total calculated area is the sum of each individual antenna and the visible portion of the supporting structure as viewed when looking directly at the face of the building.

Non-stealth facilities shall only be considered in locations in which adverse visual impacts are not a substantial concern due to the location of the facility, the nature of the surrounding land uses, and is not visible from public vantage points.

Area Limitations for Non-Stealth Wall-Mounted Antennas. The total area for all non-stealth wall-mounted antennas and supporting structures combined shall not exceed forty square feet for each exterior wall of the building or a total of one hundred sixty square feet per building. The total calculated area is the sum of each individual antenna and the visible portion of the supporting structure as viewed when looking directly at the face of the building.

Roof-Mounted Antenna. Two types of roof-mounted antennas are allowed: stealth-mounted and non-stealth-mounted. Antennas, equipment, and the supporting structures shall be selected to achieve the architectural compatibility with the host structure to which they are attached. Roof-mounted antennas are an allowed use only on a flat roof and shall be screened, constructed and painted to match the structure to which they are attached. The planning commission shall review and may grant approval to place roof-mounted stealth antennas on a pitched roof if the antenna(s) are compatible with the existing structure. Roof-mounted antennas may be mounted on existing penthouses or mechanical equipment rooms if the antennas and antenna support structures are enclosed or visually screened from view.

Stealth facilities shall be designed to substantially conceal and camouflage the antennas and associated equipment.

Antennas shall be mounted at least five feet behind any parapet wall or from the exterior wall of the building. The maximum height of an antenna mounted between five and ten feet behind a parapet or exterior wall shall be directly
proportional to the setback distance, and may not exceed a height of ten feet above the top of the parapet wall or roof line of the building.

(2) The planning commission shall review and may grant approval for any new antenna(s) that require construction of a new screening wall. New screening wall(s) shall be in harmony with the structure’s mass, architectural features, and overall aesthetics. Architectural and structural renderings, three-dimensional representation, line-of-sight diagrams, photo simulations, and/or building elevations of the proposed modifications may be required to effectively demonstrate the requested changes meeting the intent of this chapter.

(B) Non-stealth facilities shall only be considered in locations in which adverse visual impacts are not a substantial concern due to the location of the facility and the nature of the surrounding land uses.

iii. Monopole with Antennas and Antenna Support Structure Less Than Two Feet in Width. The entire antenna structure mounted on a monopole may not exceed two feet in width.

(A) The maximum height of this antenna may not exceed ten feet in height.

(B) A monopole described in this subsection may not be located in or within five hundred feet of a residential zone district.

(C) No pole shall be allowed in any front yard setback.

(D) The monopole antenna must not exceed thirty-five feet in height.

iv. Monopole with Antennas and Antenna Support Structure Greater Than Two Feet in Width.

(A) The maximum visible width of antennas and antenna mounting structures on a monopole may not exceed either eight feet in height or fifteen feet in width as viewed looking directly at the monopole at the same elevation as the antennas and antenna mounting structure.

(B) A monopole classified under this subsection may not be located in or within seven hundred fifty feet of a residential zone district.
(C) No pole shall be allowed in any front yard setback.

(D) The monopole antenna must not exceed thirty-five feet in height.

v. Lattice Towers. Except as provided for below, lattice towers may not be located within seven hundred fifty feet of a residential zone district.

(A) A lattice tower may be located less than seven hundred fifty feet from a residential zone district if the planning commission finds that the tower’s height would not exceed the height of any public utility pole, wire, cable, or similar structures located in the same vicinity as the proposed tower.

(B) A lattice tower may be located less than seven hundred fifty feet from a residential zone and reach up to eighty-five-foot height if required for the bona fide public services of a public transit district as defined in U.C.A. Section 17A-2-1001 et seq. and as certified by the public transit district.

(C) No pole shall be allowed in any front yard setback.

(D) The lattice tower must not exceed thirty-five feet in height.

vi. Power Lines. All power lines on the lot leading to the accessory building and antenna structure of the telecommunications facility shall be installed underground.

vii. Review Criteria. Each applicant for a telecommunications facility must demonstrate:

(A) Compatibility of the proposed structure with the height and mass of existing adjacent buildings and utility structures;

(B) Whether co-location of the antenna on other existing structures in the same vicinity such as other towers, buildings, utility poles and similar structures is possible without significantly affecting antenna transmission or reception;

(C) Antenna transmissions will not interfere with public safety communications;

(D) The location of the antenna in relation to existing vegetation, topography and buildings to optimize visual screening;
(E) Whether the spacing between monopoles creates detrimental impact upon adjacent properties;

(F) The location of the pole in relation to noteworthy structures, landmarks and pedestrian or automotive transportation view corridors;

(G) Location and zoning compliance of accessory buildings associated with the telecommunications facility.

eight. Co-Location. Co-location is both permitted and encouraged if all setbacks, design and landscape requirements are met for each telecommunications facility. The application shall include any existing or approved, but unbuilt, telecommunications facility within the telecommunications area that may meet the needs of the applicant. The documentation supplied shall evaluate the following factors:

(A) Structural capacity of the antenna towers;

(B) Geographic telecommunications area requirements;

(C) Mechanical or electrical incompatibilities;

(D) Inability or ability to locate equipment on existing antenna towers; and

(E) Any restriction or limitation of the Federal Communications Commission that would preclude the shared use of the antenna tower.

ix. Classification/Installation. Low-power radio services facilities are characterized by the type or location of the antenna structure.

x. Temporary Antenna for Use During Drive Tests. Telecommunications companies wishing to perform drive tests shall submit notice to the planning department stating the location and the date of the proposed test. Antennas in use for a drive test shall not be left standing for a period of greater than two days. Drive tests shall be limited to testing functions only and shall not be used for telecommunication services to customers. Drive tests on city property require planning department approval and execution of the city’s test-drive agreement.

b. Outdoor Dining. Each application for an outdoor dining use shall comply with the following:
i. The dining area shall be located on private property or leased public property and does not diminish parking or landscaping.

ii. The dining area shall not impede pedestrian circulation.

iii. The dining area shall not impede emergency access or circulation.

iv. The outdoor furnishings shall be compatible with the streetscape and associated building.

v. No music or noise shall be in excess of the city noise ordinance, Section 8.01.070. Outdoor music shall not be audible off premises.

vi. No use after ten-thirty p.m. and before seven a.m.

vii. No part of the outdoor dining area shall be located within one hundred feet of any existing residential use (measured from the edge of the outdoor dining area to the closest property line of the residential use), unless the residential use is part of a mixed use building or the outdoor dining area is separated from the residential use by a commercial building.

viii. Cooking facilities shall be located within the primary building. No cooking utilities, including grills, shall be permitted in the outdoor dining area.

ix. The outdoor dining area shall be kept in a clean condition and free of litter and food items which constitute a nuisance to public health, safety and welfare.

c. Fences Greater Than Six Seven Feet in Height. Each application for a fence greater than six seven feet in height must comply with the following:

i. The applicant must demonstrate that a fence greater than six seven feet in height is necessary to better promote public health, safety, welfare, and aesthetic quality in the area and the height requested is the minimum necessary to achieve this.

ii. The fence design, i.e., materials, color, features, height, must be compatible with the associated development in terms of theme, architecture and function. All barbed wire or other sharp, pointed, or electrically charged fences are prohibited.

17-7-8.12 Live/work units

Live/work units are residential townhouse dwellings designed so that the first floor may be used either as living space or as commercial/retail space, as the owner chooses. Live/work units are regulated as follows:

A. A live/work unit may be located only in mixed-use areas or on the fringes of residential areas within two hundred fifty feet of an entrance to the development from an arterial or collector street;

B. Live/work units shall not exceed forty percent of the units in an MPD and shall be designated as live/work units on the final plat;

C. Vehicular access to live/work units/areas must be planned in a way that mitigates the impacts from additional commercial traffic to neighboring residential-only units;

D. In addition to the parking spaces required by the residential needs, live/work units must have an additional two parking spaces adjacent to and dedicated for the commercial portion of the occupancy. Parking may be shared when five or more live/work units are adjacent to each other but no less than one and one-half parking spaces per unit must be provided. Parking may also be shared with primarily retail/office/flex uses at the discretion of the planning commission;

E. Allowed commercial uses shall be limited to the ground floor of the live/work unit;

F. Live/work units shall not include outdoor storage, outdoor display of merchandise, nor parking/storage of any vehicle in excess of twelve thousand pounds gross vehicle weight;

G. Live/work units shall not include identifying signage in excess of a four-square-foot nameplate attached to the dwelling;
H. Live/work units are limited to the on-site employment of immediate family who occupy the dwelling and up to one employee that does not occupy the dwelling (this criteria is not intended to limit the number of employees who are engaged in business but conduct all work activities off premises);

I. Live/work dwellings shall be designed to reflect their status as primarily residential units;

J. Live/work units shall not cause a demand for municipal services in excess of that associated with normal residential use;

K. Live/work units shall be enclosed within a structure in complete conformity with current building, fire, electrical and plumbing codes; and

L. Live/work units are limited to professional office, nonindustrial artistic, architectural/engineering office, real estate office, mail/Internet supply offices and other similar uses. Retail uses are prohibited except that architectural, artistic, engineering, drafting, and similar on-premises products may be displayed and sold by appointment only. Other prohibited uses include animal-related uses, auto-related uses, medical offices, sexually oriented businesses, and any use prohibited in the applicable zoning district. (Ord. 10/21/2008O-8 § 1 (part), 2008: Ord. 10/16/2007O-15 § 1 (part), 2007)

17-7-8.13 Itinerant merchants. The city shall not issue a business license for an itinerant merchant unless the following general and applicable specific criteria are demonstrated as part of the business license application:

A. General Itinerant Merchant Criteria.

1. Location on Private Property. The business and any activity associated therewith must be located on private property and only as a secondary use to another primary commercial use. The business shall not be located on public property (including public sidewalks, public streets, public parking areas or other public places as defined by the city) or on vacant or residentially used property, regardless of the zoning district.

2. Impervious Surface. The business must be located on a hard surface with no portion of the business located in a landscaped or non-improved area.

3. Setbacks. The business must be located a minimum of ten feet behind the inside edge of the public sidewalk (or fifteen feet from the edge of the road right-of-way if no sidewalk exists); five feet from
combustible walls, roof eave lines, awnings, etc.; ten feet from any building openings (i.e., doors, windows, vents, etc.); and five feet from a fire hydrant, driveway, handicapped parking space and loading area.

4. Lease. There must be a valid lease or written permission from the private property owner expressly allowing the use of property for the business that is the subject of this section. The merchant shall demonstrate the ability to utilize an existing restroom facility on or nearby the property.

5. Traffic Safety. The business location shall not impede auto and/or pedestrian traffic or create auto/pedestrian conflicts. Private sidewalk clear widths shall not be reduced below five feet and the itinerant business shall not interfere with the internal parking lot circulation.

6. Parking. The site must have adequate parking to accommodate the primary use(s) on site as well as any area used by the itinerant business. No part of the itinerant merchant business shall occupy required parking stalls for the primary use(s).

7. Power. All electrical wiring must be in compliance with the National Electrical Code and approved by the Midvale City Building Department. Extension cords and generators are prohibited.

8. Temporary Only. All aspects of the business shall be temporary in nature with no permanent facilities constructed on site, with the exception of the required permanent power source.

9. Maintenance. The area around the business shall be kept clean and orderly. A trash receptacle shall be provided for patrons. The merchant is responsible to clean up all trash, litter, spills, etc., within a minimum twenty-foot radius of the business.

10. Business Conduct. The business may not solicit or conduct business with persons in motor vehicles or use any flashing lights, noise, sound or other motion-producing devices to attract attention to its operation.

11. Regulatory Compliance. All applicable local and state regulations (i.e., food permit, tax numbers, registration, etc.) shall be met.


13. Site Plan. A site plan, drawn to scale, showing the exact location of the itinerant merchant (including all components of the business) with setbacks to buildings, sidewalks, roadways, driveways,
parking, fire hydrants, and other important features shall be provided. A photograph or illustration showing components of the business, including cart and awning dimensions, trash receptacles, coolers, signage, electrical plans, etc., shall be provided, as well as other information required to show compliance with the applicable requirements contained herein.

B. Specific Itinerant Merchant Criteria.

1. Vending Cart. Each business license application for a vending cart must comply with the following:

   a. There shall be a minimum separation of one thousand three hundred twenty feet between all vending cart locations. This separation shall be measured as a radius in all directions, with the vending cart location being the center point.

   b. The vending cart must be located no closer than thirty feet from a single family residential zone.

   c. Any vending cart selling food items shall not be located within two hundred feet of the primary public entrance of an existing restaurant use. The exception to this is an existing restaurant is allowed to operate a vending cart within this area, provided all other provisions of this section are satisfied.

   d. A minimum of two on-site parking stalls are required for the vending cart use. One of these stalls shall be dedicated for the use of the itinerant merchant’s patrons; the other for a business employee.

   e. The vending cart shall be constructed of surface materials that are primarily stainless steel and in accordance with the Salt Lake Valley Health Department regulations. Transparent, plastic sides may be extended above the cart’s preparation/counter surface, provided these sides do not extend beyond the width or length of the cart and three feet above the preparation/counter surface, if it is kept clean, and is free of signage and other attachments. The vending cart shall not exceed a width of four feet and a length of six feet (a hitch may extend a maximum of two feet beyond the length of the cart). The maximum height of the vending cart, excluding canopies or umbrellas, shall be five feet. A vending cart may include a built in canopy provided it does not extend more than three feet beyond the width of the cart on each side and any extension beyond the cart width is a minimum of seven feet above the parking lot surface. This canopy shall be an earth tone color; a stainless steel canopy is acceptable.
f. The vendor shall be limited to three stacked coolers (each cooler shall not exceed three and three-quarters square feet in size), one trash receptacle, one chair, and a freestanding umbrella (not to exceed a six-foot diameter) external to the vending cart. All other freestanding devices, i.e., signs, propane tanks, tables, racks, customer seating, overhead structures (i.e., tarps, enclosures, canopy extensions), etc., are prohibited. The freestanding umbrella shall be an earthtone color, and, if extending beyond the front and side edges of the cart, must be a minimum of seven feet above the parking lot surface.

g. Signage shall be attached to the vending cart and occupy no more than four square feet on the street facing side of the cart. Signs shall not be internally illuminated or make use of flashing or intermittent lighting or animation devices. Pennants, streamers, lawn banners and other temporary signs are prohibited.

h. A portable fire extinguisher, Type 2A-10 BC minimum, must be mounted within easy reach on the vending cart.

i. All aspects of the business shall be moved on and off the premises each day of operation. No overnight parking or outdoor storage is allowed. Any vending cart selling food items must be cleaned and stored at a commissary approved by the Salt Lake Valley health department.

j. The vending cart and all related business items shall be maintained in good condition and repair at all times.

k. The business shall not be conducted before six a.m. and after ten p.m.

2. Seasonal Produce Stand. Each business license application for a seasonal produce stand must comply with the following:

a. One produce stand business shall be permitted on each parcel of private property.

b. A minimum of three on-site parking stalls are required for the produce stand use. Two of these stalls shall be dedicated for the use of the itinerant merchant’s patrons; the other for a business employee.

c. The business shall sell fresh fruits and vegetables only; merchandise and nonperishable food items are not allowed.
d. Produce shall be displayed under a tent, awning or canopy. This structure shall be an earthen tone color and have a maximum size of one hundred square feet.

e. Signage must be attached to the tent, awning or canopy and shall not exceed ten square feet on each side of the structure. One A-frame sign complying with the city’s A-frame sign standards may be utilized. No flashing or animated lights or searchlights may be used. No off-site signage is allowed, including within the public right-of-way.

f. The produce stand and all related business items shall be maintained in good condition and repair at all times.

g. All aspects of the business shall be moved on and off the premises each day of operation. No overnight parking or outdoor storage is allowed.

h. Produce stands can be operated between June 1st and October 31st each year.


17-7-8.14 Related provisions. A. Title 5, Business Taxes, Licenses and Regulations;

B. Title 16, Subdivisions;

C. Chapter 17-2, Definitions;

Chapter 17-7-17
TRANSIT-ORIENTED DEVELOPMENT OVERLAY ZONE (TODO)

Sections:
17-7-17.1 Purpose.
17-7-17.2 Use Table.
17-7-17.3 Medium and High Density Residential Standards.
17-7-17.4 Retail, office and mixed-use development standards.
17-7-17.5 Retail, office and mixed-use architectural standards.
17-7-17.6 Required landscaping.
17-7-17.7 Parking requirements.
17-7-17.8 Utilities.
17-7-17.9 Development Agreement.
17-7-17.10 Signs.
17-7-17.11 Conditional use standards of review.
17-7-17.12 Live/work units.
17-7-17.13 Itinerant merchants.
17-7-17.14 Related Provisions.

17-7-17.1 Purpose.

The Midvale City General Plan identifies the areas around Trax stations as “Opportunity Areas” of the City. Opportunity Areas are defined as those where changes in the types and/or intensities of current land uses are anticipated. Encouraging a mix of residential and commercial uses is important to provide the critical mass necessary to support the existing commercial, attract new, viable businesses to the area and support the growth of the region. This overlay zone implements the goal of supporting and enhancing existing
areas by providing standards for the development of high quality, higher density residential, commercial and mixed use developments within the Transit Oriented Development zone. This chapter informs the owners of the standards that will be applied in approving or disapproving proposed developments. Due to the urban nature of this overlay zone as a result of the increased density and building height, additional mitigating standards are included to supplement the standards of the Transit Oriented Development (TOD) zone. A development plan including site layout, parking, landscaping, architecture and relationship to the surrounding development shall be submitted.

The goals for developing within the Transit Oriented Development Zone Overlay include the following:

A. Provides critical mass necessary to help facilitate the reinvestment and redevelopment of the existing commercial base within the Transit Oriented Development zone and surrounding commercial areas;
B. Takes advantage of transit and existing transit opportunities;
C. Creates a consistently high quality urban environment;
D. Provides pedestrian connections within and among developments and between adjacent neighborhoods to create a walkable area;
E. Enhances the investment of those locating within and around the Transit Oriented Development zone;
F. Respects the existing development pattern through a variation in height, form and scale;
G. Provides compatibility between residential and commercial uses to create a comfortable environment for both shoppers and residents;
H. Promotes economic development by increasing the utilization of existing undeveloped or underdeveloped parcels.

17-7-17.2 Use table.

If a use is not specifically designated, then it is prohibited.

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**17-7-17.3 Medium and high density residential development standards.**

The following development standards apply to all new medium and high density residential development.

A. Setbacks. New development shall comply with the following setbacks:

1. **Front.** The minimum front yard setback is fifteen feet, which shall include a sidewalk of ten feet in width and a five-foot park strip, which shall incorporate tree wells, street furniture and planter boxes. The front yard setback is measured from the back of curb.

   a. **Corner Lot Rule.** Corner lots have two front yards.

   b. **Projections.** Sills, cornices, chimneys, flues and ornamental features may project into the front yard up to two and one-half feet, provided it does not impede pedestrian traffic on the sidewalk. Eaves, awnings, arcades and second story and above balconies may project into the front yard up to eight feet so long as these elements are at least eight feet above the ground and do not impede pedestrian traffic on the sidewalk.

2. **Rear.** There is no rear yard setback for new development, except as required by the International Building Code, landscape buffers and the single family setback.

3. **Side.** There is no side yard setback for new development, except as required by the International Building Code, landscape buffers and the single family setback.
4. Single Family Setback. The minimum setback from the property line, when adjacent to a single family residential zone, is fifteen feet, subject to the following exceptions.

   a. Three-story structures must be set back thirty-seven feet; four story structures must be set back sixty six feet; five story structures must be set back eighty three feet; six story structures must be set back one hundred feet; and seven story structures must be set back one hundred sixteen feet.

   b. Projections. Sills, cornices, chimneys, flues, eaves, and ornamental features may project into the setback up to two and one-half feet.

   c. Stairs and Landings. Outside stairways and landings required by building code for exterior doorways may project into the setback up to three feet.

B. Build-to Line. The front yard setback is the build-to line. At least fifty percent of the front elevation must be built within three feet of the build-to line. The structure may be set back an additional fifteen feet to allow for the inclusion of a courtyard or patio.

C. Height. The maximum height for a residential structure is seven stories. Buildings of six and seven stories are limited to structures directly adjacent to the State Street and 7200 South rights-of-way.

D. Building Orientation and Scale. Residential and accessory structures shall be oriented and scaled as follows:

   1. Dwellings shall be serviced by a local street, an access road or drive, or an alley and shall not gain access from a collector or arterial street. Dwellings that front a courtyard, paseo, or common open space/recreation area are encouraged.

   2. Buildings shall be arranged and situated to relate to surrounding properties, to improve the view from and of buildings and to minimize road area.

   3. Ground floor pedestrian entrances must be oriented toward adjacent streets, plazas, courtyards, sidewalks and trails.
4. Buildings shall be designed to minimize pedestrian and automobile conflict while providing pedestrians direct access to a sidewalk or trail.

5. Massing should be divided into rhythmic blocks to bring the design of the unit much closer to the human scale and to create a pedestrian-friendly atmosphere.

6. Long building rows without varying setbacks or building mass should be avoided to prevent wind tunneling and long-term shadow casting.

7. Building planes shall incorporate varying heights, textures, shapes or colors to mitigate the visual impact buildings have on the public realm.

8. Building design and orientation should consider exposure to sunlight to avoid energy inefficiencies.

9. The landscaped setback is the build-to-line for buildings adjacent to a public right-of-way. At least fifty percent of the front elevation must be built within three feet of the build-to line.

E. Maximum Density. For development of medium and high density residential uses, the maximum density is 85 units per acre.

F. Stories. All building types must be from one to seven stories. Six and seven story buildings are limited to structures directly adjacent to the State Street and 7200 South rights-of-way.

G. Proximity. There shall be a minimum separation of twenty feet between all habitable structures. Building separation may be reduced as follows if building code requirements are met: ten feet between one-story structures; fourteen feet between two-story structures; and eighteen feet between three-story structures.

H. Fencing. Fencing interior to residential developments shall not exceed six feet in height in the rear and side yards. Fencing in a front yard is prohibited. Perimeter project fencing may be increased to eight feet in height where appropriate. Fencing located in the sight distance triangle shall not exceed three feet in height. The fencing of private yards shall be accomplished in a manner that does not create areas of common space that are unusable,
inaccessible, or hidden from other residents of the project. Barbed or razor wire is prohibited.

I. Required Residential Open Space and Landscaping. In addition to landscaping, irrigation and grading requirements found in Section 17-7-17.6, the following landscaping and open space requirements shall apply. All required landscaping shall be installed as a condition precedent to receiving a certificate of occupancy unless seasonal conditions make installation unfeasible, in which case the applicant shall provide cash security or its approved alternative for all landscaping, which landscaping shall be installed by the following May 31st.

1. Open Space, Landscaping and Outdoor Recreational Amenities. The applicant shall improve a minimum of thirty percent (30%) of the interior of the proposed development area as open space, landscaping and outdoor recreational amenity areas. These areas include such improvements as landscaped areas not less than five feet wide, landscaped setbacks, elevated plazas, walkways, paths, and outdoor recreation spaces such as pools, playgrounds, etc. Improved, common recreational amenities shall be concentrated into larger, more functional areas as much as possible.

2. Common Recreational Amenities. The applicant shall provide appropriate recreational amenities for the project. This shall be demonstrated to the Planning Commission as part of its review and approval of the project. These amenities can be indoor and/or outdoor facilities.

3. Building Foundation Landscaping. The ground adjacent to the building foundation must be landscaped if it is visible from public vantage points. The landscaped area must be at least three feet in width.

4. Plant Materials. Areas requiring landscaping shall be planted with substantial live plant material including: plants, shrubs, trees, sod, etc., for the purpose of buffering, screening, and improving the visual quality of the site.
a. Minimum Number of Trees. A minimum of one tree for every four hundred square feet of landscaping is required for all landscaped areas. Street trees may be included in calculations in order to meet this requirement.

b. Types of Vegetation. At least twenty-five percent of trees and shrubs must be evergreen. Up to twenty-five percent of the landscape area can include specialty paving, street furniture, and outdoor seating areas. Trees that are planted in the park strip shall meet the specifications described in the Street Tree Selection Guide of Midvale City.

c. Size of Trees. The following standards apply to the use of plant and tree material:
   i. Deciduous Trees. All deciduous trees shall have a minimum caliper size of two inches.
   ii. Ornamental Trees. All ornamental trees shall have a minimum caliper size of one and one-half inches.
   iii. Evergreen Trees. All evergreen trees shall have a minimum height of six feet.

7. Snow Removal. A plan for snow removal and/or storage shall be submitted for review by the planning staff.

J. Access Management. All new development and an expansion by more than twenty-five percent of an existing building mass or site size shall comply with the following access management standards:

   1. All driveways and curb cuts shall be installed according to the standards and specifications contained in the Midvale City Construction Standards and Specifications handbook. Curb cuts for pedestrian access shall orient toward each street frontage.

   2. All newly installed driveways shall align with any existing access across the street. The Planning Commission may allow deviations to the requirement, provided the city engineer finds the driveway to be acceptable based on but not limited to access placement, traffic generated, and pedestrian and vehicular circulation.
3. New development or modifications to existing development shall not propose parking in such a way that users may be allowed to back onto public rights-of-way.

4. Existing nonconforming driveways within the zone shall be retired upon construction of a new building.

5. Shared driveways between and among parcels are encouraged and allowed if the parties execute and record an easement, or a deed of dedication, in a form approved by the city attorney to ensure access in perpetuity for both parcels.

K. Characteristics of Housing Product.

1. Minimum Number of Models for Multi-Family Residential Unit Combinations that appear to be a Single Large House. Any development of fifty or more units in the above-listed configuration shall have at least three different types of housing models. Any development of fewer than fifty units of the above-listed configurations shall have at least two different types of housing models.

2. Minimum Model Characteristics for Multi-Family Residential Unit Combinations that appear to be a Single Large House. Each housing model shall have at least three characteristics which clearly and obviously distinguish it from the other housing models, such as different floor plans, exterior materials and colors, roof shapes, garage placement, window size/proportion/pattern, placement of the footprint on the lot, and/or overall building facade design.

L. Medium and High Density Residential Architectural Requirements.

1. Residential Architectural Standards. All new residential development must present an attractive streetscape, incorporate architectural and site design elements appropriate to a pedestrian scale, and provide for the safety and convenience of pedestrians. All new residential development shall comply with the general architectural standards for the transit-oriented development zone and with each of the following architectural standards:

   a. Materials. All multi-family residential units, including combinations that appear to be a single large house, shall include a substantial use of brick, cultured brick, natural or cultured stone, wood or synthetic wood products.

   b. Base Materials. Each structure shall have a base or foundation with a minimum height of one-third the overall height of the structure. The base or
foundation shall extend beyond the plane of the wall above it, creating a larger mass at the base of the building. The Planning Commission may allow for minor deviations to allow this base to terminate at visual breaks in the architecture, and the planning commission may approve alternative materials that are the qualitative equivalent of brick, cultured brick, or natural or cultured stone.

c. Brick and Rock Pattern. Ledge stone, uncoursed ledge rock, random or coursed ashlar Flemish bond, English bond, common bond, running bond or drystack patterns shall be used for finished brick, rock and stone work. Herringbone, basketweave, vertical stack, stack bond, uncoursed roughly squared, and other vertical, irregular, or diagonal masonry patterns or vertical, non-alternating bond courses may be used only as an accent. Other masonry patterns shall not be used on vertical surfaces except as expressly authorized by the planning commission.

d. Stucco. The use of stucco should be limited to architectural relief and shall not exceed twenty-five percent of a front elevation or fifty percent of any elevation. The planning commission may determine, on a case-by-case basis, that the architectural detail and excellence of a structure is such that the use of stucco in excess of this standard is warranted.

e. Prohibited Materials. Vinyl and aluminum siding products are prohibited as wall materials.

f. Color Scheme. The use of a single color scheme, minimal detailing, or blank (or largely blank) walls is not permitted. The use of exterior staircases is discouraged.

g. Building Massing. Buildings that are uniformly three stories or more must step the roof form or interrupt it with other roof elements. The building mass of the elevation can be reduced by off-setting dwelling units, and varying building setbacks and heights.

h. Openings. Not less than twenty-five percent of any front or rear building face shall be made up of window or door areas. Not less than fifteen percent of any side building face shall be made up of windows or door areas unless an adjacent building within twenty feet of that side face obscures the majority of that side face from public view.

i. Protruding Features. Bay windows and other architectural elements protruding from the facades may be clad in other materials.
j. Miscellaneous. Security devices shall have materials and colors that complement the building’s architecture and building materials. Accessory structures shall be architecturally compatible with the primary development. Satellite dishes should be placed on the roof of a building, should be wired for use during construction, and shall not be placed within the public view or on the first floor of any building.

2. Roof Form. Roof forms shall be designed in ways and/or used in combinations to break up large, continuous building forms, particularly for cluster and multiple-dwelling structures. Where flat roofs are used, other techniques to provide scale and interest shall be used to refine large, continuous building forms. Long unbroken ridge or parapet lines are prohibited.
   
a. Generally, for structures lower than forty feet high, gable or hip roofs are preferred for the primary roof form. The primary gable roof slope shall not be less than 5:12 and not less than 6:12 for single family or duplex residences.

   b. Secondary roof structures such as porch roofs, roofs over bay extensions, bay windows, etc., may include other roof forms such as shed roofs, and hip roofs in combination with gable roofs. However, the secondary roofs shall be consistent or complementary with the primary roof form. Secondary roofs that slope should not be less than 4:12. Flat roofs may be also appropriate for small areas.

   c. Front Entry Feature. All dwelling units or residential buildings shall have an exterior entry that is a prominent, architectural focal point directing people into the unit or building. This feature shall relate to the architecture of the structure and may include porches, stoops, roofs, etc.

   d. Garages. Garage doors must be set back a minimum of twenty feet from the property line or sidewalk, whichever is greater, if off-street parking is to occur in the driveway. In all cases where garage doors face a street, the garage door shall be recessed a minimum of two feet behind the front line of the building living area (porches, bay windows, and similar projections not included). The style, materials, colors and roofs used in the construction of accessory structures, including garages and carports, shall be architecturally compatible with the primary structures.

3. Parking Enclosures. Parking enclosures/structures should be constructed within the same structure as the dwelling units whenever possible. Parking enclosures/structures shall be held to the same architectural standards as the residential structures.
M. Screening. Trash collection and recycling areas, service areas, mechanical equipment and loading docks shall be screened on all sides so that no portion of such areas is visible from public streets and alleys and adjacent properties. Required screening may include new and existing plantings, walls, fences, screen panels, doors, topographic changes, buildings, horizontal separation, or any combination thereof.

1. For residential structures, roof-top mechanical equipment, vents, flues, fans and other pieces of equipment shall be screened and/or organized to leave sloped roofs as simple and uncluttered as possible, or, where roofs are flat, to be screened from view of a pedestrian at the far side of the adjoining right-of-way or one hundred feet from the front property line, whichever is less. Where such appurtenances are visible, they shall be painted a color that matches the roof color or other architectural features so that their visual impact is minimized.

2. Refuse containers shall be screened from view on all sides. Required screening may include new and existing plantings, walls, fences, screen panels, doors, topographic changes, buildings, horizontal separation, or any combination thereof. Screening fences, walls and/or plantings shall be one foot higher than the object to be screened. An opaque gate shall be included where required to complete screening.

17-7-17.4 Retail, office and mixed-use development standards.

The following development standards apply to all new retail, office and mixed-use development in the zone:

A. Lot Area. There is no minimum lot area.

B. Setbacks. New development shall comply with the following setbacks:

1. Front. The minimum front yard setback is fifteen feet, which shall include a sidewalk of ten feet in width and a five-foot park strip, which shall incorporate tree wells, street furniture and planter boxes. The front yard setback is measured from the back of curb.

   a. Corner Lot Rule. Corner lots have two front yards.

   b. Projections. Sills, cornices, flues and ornamental features may project into the front yard up to two and one-half feet, provided it does not impede pedestrian traffic on the sidewalk. Eaves, awnings, arcades and second story and above balconies may project into the front yard up to eight feet so long as these elements are at least eight feet above ground and do not impede pedestrian traffic on the sidewalk.
2. Rear. There is no rear yard setback for new development except as required by the International Building Code, landscape buffers and the single family setback. Unless otherwise approved as a conditional use by the planning commission, rear yards and the rear of buildings shall not abut a public street.

3. Side. There is no side yard setback for new development except as required by the International Building Code, landscape buffers and the single family setback.

4. Single Family Setback. The minimum setback from the property line, when adjacent to a single family residential zone, is fifteen feet, subject to the following exceptions:
   a. Three-story structures must be set back thirty-seven feet; four story structures must be set back sixty six feet; five story structures must be set back eighty three feet; six story structures must be set back one hundred feet; and seven story structures must be set back one hundred sixteen feet.
   b. Projections. Sills, cornices, chimneys, flues, eaves, and ornamental features may project into the setback up to two and one-half feet.
   c. Stairs and Landings. Outside stairways and landings required by building code for exterior doorways may project into the setback up to three feet.

C. Build-to Line. The front yard setback is the build-to line. At least fifty percent of the front elevation must be built within three feet of the build-to line. Recessed plazas, courtyards and trellises are encouraged. The structure may be set back an additional fifteen feet to allow for the inclusion of an outdoor dining area, courtyard, patio or other pedestrian oriented use.

D. Height. The maximum height for a structure is seven stories. Buildings of six and seven stories are limited to structures directly adjacent to the State Street and 7200 South rights-of-way.

E. Maximum Density. For new development, the maximum density is 85 units per acre.

F. Stories. All building types must be from one to seven stories.

G. Required Landscaping and Recreational Amenities. In addition to landscaping, irrigation and grading requirements found in Section 17-7-8.7, the following landscaping and recreational amenities requirements shall apply. All required landscaping and amenities shall be installed as a condition precedent to receiving a certificate of occupancy.
unless seasonal conditions make installation unfeasible, in which case the applicant shall provide cash security or its approved alternative for all landscaping.

1. Minimum Landscape Area. The applicant shall landscape, at a minimum, the setback areas required by the International Building Code, landscape buffers and the residential buffer.

2. Recreational Amenities. The applicant shall provide appropriate recreational amenities for projects with a residential component. These amenities can be indoor and/or outdoor facilities. Indoor facilities can include fitness rooms, community rooms, etc. Outdoor facilities can include elevated plazas and outdoor recreation spaces such as pools, playgrounds, pedestrian trails, etc. Outdoor recreation areas outside the building footprint can be counted towards the required landscape/setback areas.

H. Building Orientation and Scale. Retail, office and mixed-use structures shall be oriented and scaled as follows:

1. Structures shall be serviced by a local street, an access road or drive, or an alley and shall not gain access from a collector or arterial street except as approved by the city engineer. Structures that front a courtyard, paseo, or common open space/recreation area are encouraged.

2. Buildings shall be arranged and situated to relate to surrounding properties, to improve the view from and of buildings and to minimize road area.

3. Ground floor pedestrian entrances must be oriented toward adjacent streets, plazas, courtyards, sidewalks and trails.

4. Buildings shall be designed to minimize pedestrian and automobile conflict while providing pedestrians direct access to a sidewalk or trail.

5. Buildings shall be designed with separate residential and commercial entrances.

6. Massing should be divided into rhythmic blocks to bring the design of the unit much closer to the human scale and to create a pedestrian-friendly atmosphere.

7. Long building rows without varying setbacks or building mass should be avoided to prevent wind tunneling and long-term shadow casting.

8. Building planes shall incorporate varying heights, textures, shapes or colors to mitigate the visual impact buildings have on the public realm.
9. Building design and orientation should consider exposure to sunlight to avoid energy inefficiencies.

10. Gathering areas in central areas and between buildings shall be encouraged. These areas shall be designed, through landscaping, hardscape, outdoor furniture, and public art, among others, to create a conducive atmosphere for people to come together.

L. Access Management. All new development and an expansion by more than twenty-five percent of an existing building mass or site size shall comply with the following access management standards:

1. All driveways and curb cuts shall be installed according to the standards and specifications contained in the Midvale City Construction Standards and Specifications handbook. Curb cuts for pedestrian access shall orient toward each street frontage.

2. All newly installed driveways for commercial uses shall be a minimum of two hundred feet apart.

3. All newly installed driveways for commercial uses shall align with any existing commercial access across the street.

4. New development or conversion of an existing residential use to a commercial use shall not be allowed to park in such a way that users may be required or allowed to back onto public rights-of-way.

5. Existing nonconforming driveways within the zone shall be retired upon construction of a new building.

6. Shared driveways between and among parcels are encouraged and allowed if the parties execute and record an easement, or a deed of dedication, in a form approved by the city attorney to ensure access in perpetuity for both parcels.

17-7-17.5 Retail, office and mixed-use architectural standards.

All new development must present an attractive, coordinated streetscape; incorporate architectural and site design elements appropriate to a pedestrian scale; incorporate interior pedestrian access between structures to minimize pedestrian travel through parking areas; and provide for the safety and convenience of pedestrians by constructing pedestrian crossings with stamped, dyed, or raised walks. All new development shall comply with the following architectural standards:

A. New Building Form. Structures shall be designed to relate to grade conditions with a minimum of grading and exposed foundation walls. The design shall create easy pedestrian
access from adjacent uses, on-street parking, sidewalks and parking areas. Commercial buildings shall be designed with ground floor architectural separation to enhance street activity and “walkability.” All proposed building designs must incorporate an expansive use of windows, balconies, terraces, arcades or other design features, which are oriented to the street and other pedestrian accesses, to maximize the pedestrian interface. Windows, display windows and doors must comprise at least forty percent of street-facing facades on the commercial developments with first-floor commercial uses. Blank facades are not allowed to face public rights-of-way and may not exceed thirty feet in length on all other facades.

B.  Walls. No more than three materials shall be used for primary wall surfaces. All exterior walls shall be constructed in compliance with the following:

  1.  Materials. Exterior finishes shall be of traditional, time- and weather-tested techniques and shall include a substantial use of brick, cultured brick, natural or cultured stone, prairie stone, and/or wood or synthetic wood products. Glazing may be used as a primary exterior material when glazing is proposed as a major architectural design element or look for a project area consisting of at least two buildings and including all of the buildings that are separated by a major feature such as a linear park, collector street, or similar element that sets an area apart. Retaining and screening walls shall be of materials complementary to the building’s materials.

  2.  Stucco. The use of stucco, synthetic stucco and EIFS should be limited and shall not exceed fifty percent of any elevation. The planning commission may determine, on a case-by-case basis, that the architectural detail and excellence of a structure is such that the use of stucco in excess of this standard is warranted.

  3.  Other Architectural Materials/Finishes. Architectural precast concrete, architecturally treated concrete masonry units, and architectural metals should be used primarily to provide architectural detail and relief. Fiberglass and/or metal panels may be used in relatively small quantities. The planning commission may allow other materials and material quantities that it finds add to the architectural excellence of the structure and project.

  4.  Prohibited Materials. Vinyl and aluminum siding products are prohibited as wall materials.

  5.  Base Materials. Each structure shall have a base or foundation with a minimum height of one-third the overall height of the structure. The base or foundation shall extend beyond the plane of the wall above it, creating a larger mass at the base of the building. The planning commission may allow for minor deviations to allow this
base to terminate at visual breaks in the architecture, and the planning commission may approve alternative materials that are the qualitative equivalent of brick, cultured brick, or natural or cultured stone.

6. Brick and Rock Pattern. Ledge stone, uncoursed ledge rock, random or coursed ashlar Flemish bond, English bond, common bond, running bond or drystack patterns shall be used for finished brick, rock and stone work. Herringbone, basketweave, vertical stack, stack bond, uncoursed roughly squared, and other vertical, irregular, or diagonal masonry patterns or vertical, nonalternating bond courses may be used only as an accent. Other masonry patterns shall not be used on vertical surfaces except as expressly authorized by the planning commission.

7. Color Scheme. Buildings shall use a cohesive palette of colors which complement nearby buildings. Without limiting the use of color, large areas of walls shall be subdued in color and not reflective. Intense colors should be used as accent only.

8. Design Consistency. All exposed sides of a building shall be designed with the same level of care, quality and integrity. Buildings should be attractive and visually engaging from all exposed sides.

C. Roofs. Roof lines and shapes shall be consistent with the design and structure of the building, and should be consistent with the roof lines of adjacent buildings. Roof forms should reflect the facade articulation and building massing, as opposed to a single-mass roof over an articulated facade.

1. Pitched Roofs. Where pitched roofs are used, the following standards shall apply:

   a. All the roofs and secondary roofs of a building shall be constructed of the same material. All metal roofs must be of a subdued color. Painted roof shingles are prohibited.

   b. Slopes of roofs shall be of equal pitch if a gable or hip roof is employed. Roof forms shall be designed in ways and/or used in combinations to break up large, continuous building forms, particularly for structures that are wider than they are tall. Long unbroken ridgelines are prohibited.

2. Parapets. Parapets shall be provided to articulate flat roofs and hide roof-mounted equipment. The following standards shall apply:

   a. Parapets shall have strong cornice detailing to provide interest and scale.

   b. Long unbroken parapets, particularly for buildings that are wider than they are tall, are prohibited.
3. Rooftop mechanical equipment shall be hidden from view from the adjoining street with either a parapet or a penthouse. Penthouses shall utilize materials, colors and form similar to that of the building.

D. Openings. The following standards apply to openings of all structures:

1. Entry Doors. Entry doors must face the front yard or, if located on the building side, must be placed within three feet of the front facade. Entry doors must be covered by a roof and must be a primary element of the front of the structure.

2. Windows. Bay windows shall have from three to five sides.

3. Corner Buildings. Special attention shall be given to corner buildings that are highly visible, that may serve as landmarks, and provide a sense of enclosure at intersections. Special attention can be achieved by architecture, landscape, and public place.

4. Minimum Opening Area. Not less than twenty-five percent of any street-facing building facade shall be made up of window or door areas. Not less than fifteen percent of any other building face on a third or higher story shall be made up of windows, balcony or other opening areas unless an adjacent building within twenty feet of that side face obscures the majority of that side face from public view.

E. Fences, Hedges and Walls. The following standards apply to new development of fences, hedges and walls:

1. Required Setbacks. A fence, hedge, wall, column, pier, post, or any similar structure or any combination of such structures is permitted in the required setback of a zone district if it meets the following conditions:
   a. All fences and walls meet the requirements of Title 15 of this code, Buildings and Construction;
   b. No fence, hedge, or wall may extend beyond or across a property line without a recorded agreement with the abutting property owner;
   c. Only one fence or wall shall be allowed per property line. Double fences, walls or combinations thereof are prohibited; and
   d. No barbed wire or other sharp, pointed, or electrically charged fence may be erected or maintained, except a temporary fence on a construction site to protect the property during the period of construction may be topped with barbed wire where the barbed wire is not less than eight feet above the ground and does not extend more than two feet above the temporary fence.
2. Height. No fence or wall may exceed seven feet in height, four feet in height from the front of the primary structure forward, nor three feet in height in the sight distance triangle, measured as follows:

   a. In a required yard abutting a street, the total effective height above the finished grade measured on the side nearest the street;

   b. In any other required yard, the total effective height above the finished grade measured on the side nearest the abutting property;

   c. On a property line, measured from the finished grade of either side when the abutting property owners are in agreement; and

   d. A temporary fence on a construction site may be as high as required to protect the property during the period of construction.

3. Athletic Facilities. Fencing around athletic facilities, including, without limitation, tennis courts, may be fourteen feet in height so long as all portions above six feet are constructed with at least fifty percent non-opaque materials.

F. Lighting. All lights placed on property entrances, along pedestrian pathways or on building facades shall be of a uniform, pedestrian-friendly theme and shall be down-directed and shielded to direct light to the entry or pedestrian way. All pedestrian pathways shall include either bollard lighting, or downturned lighting which shall not exceed twelve feet in height. Pedestrian lighting shall coordinate throughout the proposed development and shall complement adjacent mixed-use project lighting. The lighting design shall minimize light trespass. Spotlights and floodlights are prohibited with the exception of approved landscape lighting. Street lighting shall either be chosen from the city’s approved street light list or installed to match a theme set by previous developments within the zone.

G. Screening. Trash collection and recycling areas, service areas, mechanical equipment and loading docks shall be screened on all sides so that no portion of such areas is visible from public streets and alleys and adjacent properties. Required screening may include new and existing plantings, walls, fences, screen panels, doors, topographic changes, buildings, horizontal separation, or any combination thereof.

   1. For nonresidential and mixed-use structures, all roof-mounted mechanical and electrical equipment, communication antennas or dishes shall be screened from the view of a pedestrian at the far side of the adjoining right-of-way or one hundred feet from the front property line, whichever is less, or designed and/or located as part of the overall architectural design.
2. For residential structures, roof-top mechanical equipment, vents, flues, fans and other pieces of equipment shall be screened and/or organized to leave sloped roofs as simple and uncluttered as possible, or, where roofs are flat, to be screened from view of a pedestrian at the far side of the adjoining right-of-way or one hundred feet from the front property line, whichever is less. Where such appurtenances are visible, they shall be painted a color that matches the roof color or other architectural features so that their visual impact is minimized.

3. Refuse containers shall be screened from view on all sides. Screen walls and fences shall be one foot higher than the object to be screened. An opaque gate shall be included where required to complete screening.

4. Loading docks and/or service areas shall be located to the side or rear of buildings. Where they are directly visible from streets and nearby residential buildings, they shall be screened by walls at least eight feet high, or densely and continuously massed landscaping that maintains its screening capabilities in the winter. Raised planters, berms or other land forms may also be used in conjunction with landscaping or walls. A combination of dense, continuous landscaping and walls may allow the use of lower walls, but no lower than four feet high from finished grade.

H. Corner Lot Improvements. New development of corner lots shall include curb extensions in conjunction with on-street parking. All curb cuts shall be placed on each street frontage, and not at a central location at the apex of the corner radius.

I. Street Furniture. Each new mixed-use or commercial development shall include all-weather benches and shall incorporate trash receptacles and raised planters along the front facades of structures. All street furniture shall coordinate with one another and with adjacent mixed-use developments, and shall not be used for advertisement.

J. Weather Protection. All new mixed-use or commercial development shall incorporate awnings, arcades or roof projections along pedestrian pathways to shield pedestrians from adverse weather conditions. Weather protection features such as awnings, canopies, or arcades shall be provided at all customer entrances. Awnings shall not be backlit.

K. Streetscape. Sidewalks and park strips shall be finished with stamped and dyed concrete or brick pavers. Five-foot tree wells shall be incorporated into the park strip. Placement of street furniture (benches, trash cans and planter boxes) shall take place in the park strip.

L. Exterior Structure. All exterior walls of all structures shall be constructed in compliance with the following:
1. Finishes. All buildings shall use one or more of the following durable materials as significant finish: architectural precast concrete, architecturally treated concrete masonry units, brick cladding, natural and cast stone, prairie stone, architectural metals, and glazing. Architectural site-cast concrete may be allowed if designed, articulated, and colored for a finished appearance on all buildings. At least fifty percent of all buildings visible from a major thoroughfare shall be composed of brick, stone, architecturally treated concrete masonry units, architectural precast concrete and/or glazing.

2. Quality. High standards for exterior materials, exterior building systems, and their application are expected. In particular, the design and application of EIFS or synthetic stucco is expected to be of a high enough quality to allow for crisp detailing and substantial relief. The wall area from finished grade to where the use of EIFS begins shall be clad by a hard, durable material such as brick, stone, architectural precast concrete, or architecturally treated concrete masonry units.

3. Form Variations. Buildings shall provide variation in the form of facades that adjoin streets. Street-facing facades shall make use of at least two of the following variations. Secondary facades shall make use of at least one of the following variations. Variations should result from significant dimensional changes in plane, color or detail as accomplished by such devices as:

   a. Protruding bays or columns;
   b. Recessed entries;
   c. Upper level step-backs;
   d. Arcades;
   e. Offsets, projections and shifts in the general plane of the facade;
   f. Changes in materials or color;
   g. Bay windows;
   h. Vestibules;
   i. Porches;
   j. Balconies;
   k. Exterior shading devices;
   l. Non-retractable canopies or awnings;
m. Projecting cornices;

n. Eaves; or

o. Any other variation the planning commission may approve that meets the intent of this subsection.

4. Window Treatments. Street-facing facades shall include at least two of the following window treatments with at least one window treatment per window. All other facades shall utilize at least one of the following window treatments per window. Treatments may include:

   a. Varying the size and/or style of windows;
   b. Window sills;
   c. Window grids;
   d. Window trim;
   e. Window headers;
   f. Window railing;
   g. Recessed windows;
   h. Arcades; or
   i. Any other treatment the planning commission may approve that meets the intent of this subsection.

5. Architectural Treatments. Street-facing facades shall include at least two of the following architectural treatments. All other facades shall include at least one of the following architectural treatments. Treatments that add detail, character, and reduce the appearance of massive blank walls may include:

   a. Ornamental details such as quoin, knee braces and exposed joists;
   b. A change of material applied to at least twenty percent of the facade;
   c. A change of color applied to at least twenty percent of the facade;
   d. Decorative parapets;
   e. Reveals;
   f. Pilasters;
g. Architectural banding or belt courses;

h. Cornice other than that at the top of the building;

i. Rounded design at street corners;

j. A change of pattern applied to at least twenty percent of the facade;

k. A distinguished upper floor for buildings with at least four floors; or

l. Any other treatment the planning commission may approve that meets the intent of this subsection.

6. Storefronts. Awnings, canopies, arcades or other architectural features should be used to reduce glare on storefront glass and to shelter the pedestrians standing near the storefront. Cantilever awnings and canopies from the building face so as to keep sidewalks as clear and unobstructed as possible. The planning commission may permit limited use of supporting columns as part of a thematic design or corporate standard so long as the columns do not hinder pedestrian traffic or access.

7. Primary public entry(s) shall be architecturally emphasized so that pedestrians can easily find them.

8. Drive-Through Windows. Drive-through windows shall be located at the side or rear of buildings. While not desirable, a drive aisle may be located between the building and the street so long as its width is minimized, any pedestrian crossings of it are clearly delineated with special paving treatments, no parking spaces occur off of it and a low wall, railing with landscaping, or a continuous hedge at least three feet high shall be provided between stacked cars and the sidewalk.

9. Opaque (solid) storefront security closures (rolling doors, etc.) are not allowed.

10. Entryways. Each large retail building on a site shall have clearly defined, highly visible customer entrances featuring a combination of several elements such as:

   a. Canopies, awnings or porticos;

   b. Projecting eaves and cornices;

   c. Recesses/projections of wall surfaces;

   d. Arcades;

   e. Raised parapets over the door;

   f. Peaked roof forms;
g. Lighting features;

h. Entry plazas;

i. Display windows;

j. Architectural details such as masonry tile work and moldings which are integrated into the building structure and design;

k. Integral planters or wing walls that incorporate landscaping; or

l. Signs integrated with the building architecture.

11. Secondary Facades. Building facades that face the street but do not have pedestrian entries shall be composed of high-quality materials such as brick or stone, and shall provide variety and interest in the facade through the introduction of such elements as pilasters, recessed or protruding bays, changes in materials and/or colors, building lighting elements, display windows with products or product graphics, transparent windows or clerestories, and well-designed signs and graphics.

12. Mixed-Use Buildings. Buildings that include both commercial and residential uses shall make use of architecture, materials, terracing, scale and other techniques to create a distinct separation between the commercial and residential uses in the structure.

a. Mandatory Elements. Mixed-use structures shall feature a combination of at least two of the following several elements, such as:

i. Terracing that creates a visual break between the commercial and residential areas of the structure;

ii. Material, color, and/or texture changes between the commercial and residential floors of the structure;

iii. Bulk or facade shifts between the commercial and residential floors of the structure;

iv. Architectural treatments that make the commercial portions of the structure serve as a base for the residential floors;

v. The use of a significant percentage of transparency on the commercial levels of a structure and smaller openings for the residential floors;

vi. The use of balconies and/or bay windows for residential floors;
vii. Any other element the planning commission may approve that meets the intent of this subsection.

b. Signage. Mixed-use structures shall make substantial use of signage that is pedestrian in scale and is intended to guide visitors in locating the commercial and residential portions of the structure.

M. Miscellaneous. Security devices shall have materials and colors that complement the building’s material. Accessory structures shall be architecturally compatible with the primary development. Satellite dishes over eighteen inches shall not be placed in front yards.

17-7-17.6 Required landscaping.

The applicant shall professionally landscape the lot, according to an approved landscape plan, as a condition precedent to receiving a certificate of occupancy for all residential, mixed-use and commercial uses. The community development director shall evaluate landscape plans for all permitted uses. The planning commission shall evaluate landscape plans for conditional uses. Landscape plan approval is a condition precedent to issuance of a building permit for the parcel. All landscaping shall be in place prior to issuance of a certificate of occupancy, unless seasonal conditions make installation unfeasible, in which case the applicant shall provide cash security or its approved alternative for all landscaping yet to be completed, which landscaping shall be installed by the following May 31st. The following landscaping standards apply to all new mixed-use, multi-family and commercial development in the zone and to the expansion by more than twenty-five percent of an existing building mass or site size:

A. Minimum Landscaped Area. Landscape planters shall be integrated into the overall site design.

B. Building Foundation Landscaping. If the ground adjacent to the front building foundation is landscaped, the landscaped area shall not project more than three feet from the foundation wall.

C. Residential Buffer. New development shall provide a minimum fifteen-foot landscaped buffer consisting of large trees, shrubs, and a minimum seven-foot screening wall (up to eight feet if warranted and approved by the planning commission). The screening wall shall be constructed of wood, metal, brick, masonry or other permanent materials along all property boundaries adjacent to single family residential zones.
D. Plant Materials. Areas requiring landscaping shall be planted with substantial, thematic, live plant material including plants, shrubs, trees, sod, etc., for the purpose of buffering, screening, and improving the visual quality of the site.

1. Types of Vegetation. At least twenty-five percent of the landscaping must be evergreen. Up to twenty-five percent of the landscape area can include specialty paving, street furniture, and outdoor seating areas. Trees that are planted in the park strip shall meet the specifications described in the standard construction specifications of Midvale City.

2. Size of Trees. The following standards apply to the use of plant and tree material:

   a. Deciduous Trees. All deciduous trees shall have a minimum caliper size of two inches.
b. Ornamental Trees. All ornamental trees shall have a minimum caliper size of one and one-half inches.

c. Evergreen Trees. All evergreen trees shall have a minimum height of six feet.

3. Professionally Designed and Installed Prior to Certificate of Occupancy. Landscaping shall be professionally designed and shall be installed with an automatic sprinkling system designed to cover all planted areas, with no runoff. The applicant must install required landscaping prior to issuance of a certificate of occupancy, unless seasonal conditions make installation unfeasible, in which case the applicant shall provide cash security or its approved alternative for all landscaping, which landscaping shall be installed by the following May 31st.

E. Irrigation/Planting Plan. The applicant must submit a landscape plan documentation package. The landscape documentation package shall be submitted to and approved by the city prior to the issue of any permit. A copy of the approved landscaped documentation package shall be provided to the property owner or site manager. The landscape plan documentation package shall consist of the following items:

1. Documentation.
   a. Project Data Sheet. The project data sheet shall contain the following:
      i. Project name and address;
      ii. Applicant’s or applicant’s agent’s name, address, phone and fax number;
      iii. Landscape designer’s name, address, phone and fax number; and
      iv. Landscape contractor’s name, address, phone and fax number, if known.
   b. Planting Plan. A detailed planting plan shall be drawn at a scale that clearly identifies the following:
      i. Location of all plant materials, a legend with botanical and common names, and size of plant materials;
      ii. Property lines and street names;
      iii. Existing and proposed buildings, walls, fences, utilities, paved areas and other site improvements;
      iv. Existing trees and plant materials to be removed or retained;
v. Designation of landscape zones; and

vi. Details and specification for tree staking (trees less than a two-inch caliper must be double-staked until the trees mature to two-inch caliper), soil preparation, and other planting work.

c. Irrigation Plan. A detailed irrigation plan shall be drawn at the same scale as the planting plan and shall contain the following information:

i. Layout of the irrigation system and a legend summarizing the type and size of all components of the system;

ii. Static water pressure in pounds per square inch (psi) at the point of connection to the public water supply;

iii. Flow rate in gallons per minute and design operating pressure in psi for each valve and precipitation rate in inches per hour for each valve with sprinklers; and

iv. Installation details for irrigation components.

d. Grading Plan. A grading plan shall be drawn at the same scale as the planting plan and shall contain the following information:

i. Property lines and street names, existing and proposed buildings, walls, fences, utilities, paved areas and other site improvements;

ii. Existing and finished contour lines and spot elevations as necessary for the proposed site improvements;

iii. Grade shall slope away from the structure as required by the International Building Code.

2. Landscape Design Standards.

a. Plant Selection. Plants selected for landscape areas shall consist of plants that are well-suited to the microclimate and soil conditions at the project site. Plants with similar water needs shall be grouped together as much as possible. For projects located at the interface between urban areas and natural open space (non-irrigated), extra-drought-tolerant plants shall be selected that will blend with the native vegetation and are fire-resistant or fire-retardant. Plants with low fuel volume or high moisture content shall be emphasized. Plants that tend to accumulate excessive amounts of dead wood or debris shall be avoided. Areas with slopes greater than thirty-three percent shall be landscaped with deep-
rooting, water-conserving plants for erosion control and soil stabilization. Parking strips and other landscaped areas less than four feet wide shall be landscaped with water-conserving plants.

b. Mulch. After completion of all planting, all irrigated non-turf areas shall be covered with a minimum four-inch layer of mulch to retain water, inhibit weed growth, and moderate soil temperature. Nonporous material shall not be placed under the mulch.

c. Soil Preparation. Soil preparation will be suitable to provide healthy growing conditions for the plants and to encourage water infiltration and penetration. Soil preparation shall include scarifying the soil to a minimum depth of six inches and amending the soil with organic material as per specific recommendations of the landscape designer based on the soil conditions.

d. Turfgrass. Plan shall delineate turfgrass areas and include a calculation (percentage) of irrigated turfgrass not to exceed fifty percent of the landscaped areas. Turf areas shall be on a separate irrigation zone from other landscape zones.

e. Trees. Trees less than a two-inch caliper must be double-staked until the trees mature to a two-inch caliper.

3. Irrigation Design Standards.

a. Pressure Regulation. A pressure-regulating valve shall be installed and maintained by the consumer if the static service pressure exceeds eighty (80) pounds per square inch (psi). The pressure-regulating valve shall be located between the meter and the first point of water use, or first point of division in the pipe, and shall be set at the manufacturer’s recommended pressure for the sprinklers.

b. Automatic Controller. All irrigation systems shall include an electric automatic controller with multiple program and multiple repeat cycle capabilities and a flexible calendar program. All controllers shall be equipped with an automatic rain shutoff device, and the ability to adjust run times based on a percentage of maximum Eto.

c. On slopes exceeding thirty-three percent, the irrigation system shall consist of drip emitters, bubblers or sprinklers with a maximum precipitation rate of 0.85 inches per hour and adjusted sprinkler cycle times to eliminate runoff.
d. Each valve shall irrigate a landscape with similar site, slope and soil conditions and plant materials with similar watering needs. Turf and nonturf areas shall be irrigated on separate valves. Drip emitters and sprinklers shall be placed on separate valves.

e. Drip emitters or a bubbler shall be provided for each tree unless located in a turf area. Bubblers shall not exceed one and one-half gallons per minute per device. Bubblers for trees shall be placed on a separate valve unless specifically exempted by the city due to the limited number of trees on the project site.

f. Sprinklers shall have matched precipitation rates with each control valve circuit.

g. Check valves shall be required where elevation differences will cause low-head drainage. Pressure-compensating valves and sprinklers shall be required where a significant variation in water pressure will occur within the irrigation system due to elevation differences.

h. Filters and end flush valves shall be provided as necessary for drip irrigation lines.

i. Valves with spray or stream sprinklers shall be scheduled to operate between six p.m. and ten a.m. to reduce water loss from wind and evaporation.

j. Program valves for multiple repeat cycles where necessary to reduce runoff, particularly on slopes and soils with slow infiltration rates.

k. Spacing of irrigation heads shall not exceed fifty-five percent of coverage diameter.


a. As part of the site plan approval process, a copy of the landscape plan documentation package shall be submitted to the city for review and approval.

b. Following construction and prior to issuing the approval for occupancy, an inspection shall be scheduled with the planning department to verify compliance with the approved landscape plans.

c. The city reserves the right to perform site inspections at any time before, during or after the irrigation system and landscape installation, and to require corrective measures if requirements of this section are not satisfied.
F. Vegetation Protection. The property owner must protect existing significant vegetation during any development activity. Development plans must show all significant vegetation within twenty feet of a proposed development. Prior to certificate of occupancy, the property owner must demonstrate the health and viability of all large trees through a certified arborist. Mature landscaping, which has been approved to be removed, shall be replaced with like plantings exceeding the minimum requirements of this section.

G. Removal. No landscaping may be removed without replacement of equal or better quality. This shall include the installation of healthy plant materials as well as a tree-for-tree replacement as governed by this section.

H. Upgrading Preexisting Landscaping. The applicant must bring preexisting landscaping into compliance with this code upon an increase of more than twenty-five percent of the current building mass or site size.

I. Minimum Number of Trees. A minimum of one tree for every four hundred square feet of landscaping is required for all areas that are not on street frontage or adjacent to residential areas.

J. Street Trees. In order to promote a uniform appearance within the zone, street trees will be selected from Midvale’s “Street Tree Selection Guide.”

K. Lighting. All pedestrian pathways shall include either bollard lighting, or down-directed lighting which shall not exceed twelve feet in height. Pedestrian lighting shall coordinate throughout the proposed development and shall complement adjacent mixed-use project lighting.

L. Crime Prevention Through Environmental Design (CPTED). The plan must demonstrate how CPTED principles will be used in the design and layout of buildings, streets, accesses and open space areas. Design shall promote natural surveillance, access control, territorial reinforcement, sense of ownership, and maintenance. CPTED landscaping guidelines shall be used, including planting shrubs with a maximum height of three feet and trees with a proper ground clearance of six feet above walkways and sidewalks and eight feet above vehicular travel and parking lanes. To encourage public safety through natural surveillance, natural access control, and territorial reinforcement, blank walls are not permitted adjacent to streets, pedestrian areas, and open space amenities. Symbolic barriers, such as low-lying fences/walls, landscaping and signage, shall be used to discourage crime and to promote safety. Ground floor parking garages shall not be permitted immediately adjacent to streets. Developments shall have street-side building elevations, with extensive windows, and with balconies, decks or landscape terraces encouraged.

17-7-17.7 Parking.
An applicant for new development or the expansion by more than twenty-five percent of an existing building mass or site size in the zone must provide off-street parking with adequate provisions for independent ingress and egress by automobiles and other motorized vehicles as follows. The planning commission may grant a reduction of up to thirty-five percent of required parking upon an applicant's demonstration of opportunities for shared parking within a mixed-use development or reduced parking due to proximity to public transportation.

**Table 17-7-17.7**  
**Parking**

<table>
<thead>
<tr>
<th>Uses</th>
<th>Parking Requirement (Number of Spaces)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assisted Living</td>
<td>1 per 2 bedrooms plus 1 per employee per shift, or 2 per 3 employees per shift, whichever is greater</td>
</tr>
<tr>
<td>Auditorium</td>
<td>1 per 5 seats or 3 per 100 s.f. of assembly area</td>
</tr>
<tr>
<td>Bed and Breakfast Inn</td>
<td>1 per bedroom plus 1 per employee per shift</td>
</tr>
<tr>
<td>Cafe/Deli</td>
<td>3 per 1,000 s.f. of net leasable building area</td>
</tr>
<tr>
<td>Child Care Facility/Center</td>
<td>1 per on-duty employee and 1 per 6 children</td>
</tr>
<tr>
<td>Convenience Store, Support Commercial Uses</td>
<td>5 per 1,000 s.f. of net leasable building area</td>
</tr>
<tr>
<td>Financial Institution</td>
<td>3 per 1,000 s.f. of net leasable building area</td>
</tr>
<tr>
<td>Hospital, Limited Care</td>
<td>1 per 2 beds</td>
</tr>
<tr>
<td>Hotel/Motel</td>
<td>1 per suite and 1 space per 200 s.f. of separately leasable space</td>
</tr>
<tr>
<td>Indoor Entertainment, Theater</td>
<td>1 per 4 seats or 5 per 1,000 s.f. of floor area depending on type of facility</td>
</tr>
<tr>
<td>Uses</td>
<td>Parking Requirement (Number of Spaces)</td>
</tr>
<tr>
<td>---------------------------------------------------------------------</td>
<td>----------------------------------------</td>
</tr>
<tr>
<td>Medium and High Density Residential Developments (single family attached, multi-family)</td>
<td>(See subsection D below)</td>
</tr>
<tr>
<td>Offices, General</td>
<td>3 per 1,000 s.f. of net leasable building area</td>
</tr>
<tr>
<td>Offices, Intensive and Clinic, Medical</td>
<td>5 per 1,000 s.f. of net leasable building area</td>
</tr>
<tr>
<td>Public and Quasi-Public Institution, Church and School; Public Utility</td>
<td>The greatest of: 1 per 5 seats, or 2 per 3 employees, or 1 per 1,000 s.f.</td>
</tr>
<tr>
<td>Recreation Facility, Private</td>
<td>1 per 4 persons (based on the facility’s maximum rated capacity)</td>
</tr>
<tr>
<td>Recreation Facility, Commercial</td>
<td>The greatest of: 1 per 4 seats, 5 per 1,000 s.f. of floor area, or 1 per 3 persons rated capacity</td>
</tr>
<tr>
<td>Retail and Service Commercial, Personal Service</td>
<td>3 for each 1,000 s.f. of net leasable building area</td>
</tr>
<tr>
<td>Retail and Service Commercial, Regional</td>
<td>5 for each 1,000 s.f. of net leasable building area</td>
</tr>
<tr>
<td>Retail and Service, Auto Related and Gas Stations</td>
<td>5 per 1,000 s.f. of net leasable building area</td>
</tr>
<tr>
<td>Restaurant, Standard and Bar</td>
<td>1 for every 100 s.f. of net leasable floor area, including kitchen areas</td>
</tr>
<tr>
<td>Senior Affordable Housing</td>
<td>Not less than 1 space per dwelling unit; plus not less than 0.3 spaces per dwelling unit for guest parking</td>
</tr>
<tr>
<td>Shopping Centers or Complexes of Multi-</td>
<td>3.5 per 1,000 s.f. of net leasable building area</td>
</tr>
</tbody>
</table>
Table 17-7.17.7
Parking

<table>
<thead>
<tr>
<th>Uses</th>
<th>Parking Requirement (Number of Spaces)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenant Retail Spaces</td>
<td></td>
</tr>
</tbody>
</table>

A. Location of Parking.

1. Off-Street Parking. The parking required herein must be located on the property except as specifically exempted herein.

2. On-Street Parking. Parallel parking spaces on designated public and private streets may be used to meet the guest parking needs of residential and mixed uses. The city engineer will designate streets available for parking based on the width of the traveled surface, traffic demand, best engineering practices and adopted fire codes.

3. Front Setback. No parking shall occur within the front setback of any building, except that when a single family attached or detached structure is located on a local street and is set back at least eighteen feet from the property line, a private driveway may be used for off-street parking.

B. Driveway Widths and Parking Lot Standards. The following driveway width dimensions and parking lot standards apply. The city engineer may approve minor variations (equal to or less than ten percent) in driveway width and spacing.

1. Parking. No parking is allowed within the required front yard.
   a. If a parking lot or driveway to a parking lot is proposed to abut a residential use, the applicant must screen the lot or drive and provide adequate sight distance.
   b. Required Landscaping. The following landscaping standards apply to new development:
      i. Parking areas with more than four stalls must have perimeter landscaping of at least five feet in width;
      ii. Parking areas with over ten stalls must have a minimum of ten percent interior landscaping;
iii. Parking areas with over fifteen spaces shall provide landscaped islands at the end of each parking row, an island for every fifteen spaces, a minimum of ten percent interior landscaping, and perimeter landscaping of at least five feet in width.

2. Driveway Standards. For all new development, driveways shall comply with the following standards:

   a. No driveway shall be less than fifty feet from intersecting rights-of-way.

   b. No driveway or aisle shall exceed three hundred feet in length unless traffic-calming devices/techniques are used to slow traffic and safely allow pedestrian crossings.

   c. Commercial driveways that exceed fifteen feet in width at the lot frontage must be separated by a landscaped area of at least twelve feet in width and ten feet in depth.

      i. One-Way Drive. The minimum one-way drive width is fifteen feet. The maximum one-way drive width is twenty feet.

      ii. Two-Way Drive. The minimum two-way drive width is twenty feet. The maximum two-way drive width is thirty-six feet.

C. Parking Garages and Structures. Parking within a parking garage or structure requires:

   1. Aisle. The minimum aisle width is twenty-four feet.

   2. Circulation. The parking structure must be designed to ensure that each required parking space is readily accessible, usable and safe for automobiles and pedestrians.

   3. Design/Architecture. Architectural relief shall be integrated into all facades to soften visual impacts and to provide a visual relationship with the surrounding structures. Parking garages and structures shall meet the following standards:

      a. Parking structures shall include a layout that considers safe walking routes to elevators, stairways, doors, and to the sidewalk system.

      b. Parking structures shall contain ground-level retail, office or display windows along all street-fronting facades of the parking structure. Parking structures with street frontage in primarily residential areas may utilize residential units or residential architecture that reflects surrounding residential units to mask the visual impact of the parking structure.
c. Parking structures that are not located adjacent to or within clear sight of a public street or other major transportation thoroughfare shall utilize plant material as screening to minimize the visual impact of the parking structure.

d. Parking structures shall be designed with an architectural theme similar to the adjoining structures. Openings that face and can be seen from major vehicular and pedestrian thoroughfares shall be of similar size and, whenever possible, shape to those found on adjacent buildings.

e. Walls, materials, patterns, colors, roof forms, and front entryways shall conform to the standards for all buildings in the applicable project area and shall reflect those used for adjacent buildings.

f. Parking stall width may be reduced to eight feet, three inches.

g. Parking stalls located adjacent to walls or columns shall be one foot wider than the minimum required width to accommodate door-opening clearance and vehicle maneuverability.

h. The planning commission may waive one or all of the foregoing design/architecture requirements if an architect can demonstrate that the requirement in question is not feasible and when the architect has utilized other architectural methods to blend the structure with neighboring structures and screen the visual impacts of the structure.

D. Medium and High Density Residential Use Parking Standards. Parking for new medium and high density residential uses shall comply with the following. When using this provision, additional parking reductions shall not be applied.

1. Surfacing. Parking areas and driveways must be hard-surfaced with asphalt, concrete or a comparable material approved by the city engineer; maintained in good condition; and clear of obstructions at all times.

2. Parking Requirements. The required number of off-street parking spaces available within a medium or high density residential project is dependent on the proximity of the project to a major transit facility. The parking requirements are as follows:

   a. Units located within one-eighth of a mile of the transit stop must have one and one-quarter parking spaces per two bedroom unit;

   b. Units located within a quarter of a mile of the transit stop must have one and one-half parking spaces per two bedroom unit;
c. Units located outside of the quarter mile line will have parking as determined by the planning commission;

d. One bedroom units shall be allowed a one-quarter parking space per unit reduction in the parking requirement;

e. Units with three or more bedrooms shall include an additional one-quarter parking spaces per unit;

f. One additional guest parking space for every four units shall be included on the parking plan although on-street parking, where allowed by the city engineer, may be used to meet this requirement;

g. Projects that lack direct and unimpeded pedestrian access to the transit stop or that lack a viable and sustainable parking control plan shall include parking as required by the planning commission regardless of location;

h. Mixed use projects shall include the parking spaces required for the commercial portion of the project at the dimensions required for commercial parking lots. These parking places may be shared with a residential use as allowed under this title, but they shall be concentrated near the commercial use to ensure access to the commercial use patrons.

3. Parking Space Dimensions. All new medium and high density residential development shall provide parking spaces of the following minimum dimensions. The city engineer may approve minor (equal to or less than ten percent) variations in parking space dimensions.

a. Up to sixty percent of the total parking spaces must be at least eight and one-half feet wide by eighteen feet long, however, the remaining parking spaces must be at least nine feet wide by eighteen feet long;

b. ADA parking space width requirements vary and shall be consistent with current building code standards; and

c. Compact spaces and motorcycle spaces may be included in a project but will not count toward the parking requirement.

4. Grading and Drainage. Parking shall be graded and constructed as follows:

a. Parking areas must be graded for proper drainage with surface water diverted to keep the parking area free of accumulated water and ice;
b. Adequate control curbs must be installed to control drainage and direct vehicle movement;

c. Parking area drainage must be detained on site, treated (if required by NPDES), and channeled to a storm drain or gutter as approved by the city engineer;

d. Driveways may not exceed a ten percent slope;

e. Drives serving more than one dwelling shall provide a minimum twenty-foot transition area at no greater than a two percent slope beginning at the back of the curb, or as otherwise approved by the city engineer, in anticipation of future street improvements; and

f. The maximum stormwater discharge level accepted by the city is two-tenths of a cubic foot per second per acre.

5. Street Access and Circulation. New medium and high density development shall provide the following:

a. Off-Street Parking. Off-street parking areas must have unobstructed access to a street or alley. The parking area design for five or more vehicles must not encourage cars to back onto adjoining public sidewalks, parking strips, or roadways. With the exception of permitted tandem parking, parking spaces shall be independently accessible and unobstructed.

b. Corners. No landscape obstruction is allowed in excess of two feet in height above street grade within the sight distance triangle. A reasonable number of trees with lower branches pruned to six feet to permit automobile drivers and pedestrians an unobstructed view of the intersection may be allowed by administrative permit.

c. Driveway Access. For corners, the triangular area is defined by the intersection of the road right-of-way, the line extending from the point of curve at the top back of curb, and a line connecting them at points twenty-five feet from their intersection.

d. Aisle. A minimum aisle width of twenty-four feet is required.

e. Common Driveways. To encourage the location of parking in the rear yard and/or below grade, the city allows common driveways along shared side yards to provide access to parking if the owner restricts the deeds to both properties to preserve the shared drive in perpetuity.
E. Commercial Use Parking Standards. Parking for new commercial uses shall comply with the following:

1. Surfacing. Parking areas and driveways must be hard-surfaced, maintained in good condition, and clear of obstructions at all times.

2. Parking Space Dimensions. All new commercial development shall provide parking spaces of the following minimum dimensions. The city engineer may approve minor (equal to or less than ten percent) variations in parking space dimensions.
   a. Parking spaces must be nine feet wide by eighteen feet long;
   b. ADA parking space width requirements vary and shall be consistent with current building code standards; and
   c. Compact spaces with dimensions of nine feet wide by sixteen feet long may be provided. These spaces are not code spaces for the purpose of satisfying parking requirements.

3. Grading and Drainage. Parking shall be graded and constructed as follows:
   a. Parking areas must be graded for proper drainage with surface water diverted to keep the parking area free of accumulated water and ice;
   b. Adequate control curbs must be installed to control drainage and direct vehicle movement;
   c. Parking area drainage must be detained on site, treated (if required by NPDES), and channeled to a storm drain or gutter as approved by the city engineer;
   d. Driveways may not exceed a ten percent slope;
   e. Drives serving more than one single family dwelling shall provide a minimum twenty-foot transition area at no greater than a two percent slope beginning at the back of the curb, or as otherwise approved by the city engineer, in anticipation of future street improvements; and
   f. The maximum storm water discharge level accepted by the city is two-tenths of a cubic foot per second per acre.

4. Street Access and Circulation. New commercial development shall provide the following:
a. Off-Street Parking. Off-street parking areas must have unobstructed access to a street or alley. The parking area design for five or more vehicles must not encourage cars to back onto adjoining public sidewalks, parking strips, or roadways. With the exception of permitted tandem parking, parking spaces shall be independently accessible and unobstructed.

b. Corner Lots. No landscape obstruction is allowed in excess of two feet in height above street grade within the sight distance triangle. A reasonable number of trees with lower branches pruned to six feet to permit automobile drivers and pedestrians an unobstructed view of the intersection may be allowed by administrative permit.

c. Driveway Access. For corner lots, the triangular area is defined by the intersection of the road right-of-way, the line extending from the point of curve at the top back of curb, and a line connecting them at points twenty-five feet from their intersection.

d. Drive-Through Developments. Applicants for all drive-up or drive-through service windows or facilities must provide sufficient stacking space for vehicles waiting for service, to prevent vehicles from waiting in the right-of-way.

e. Common Driveways. To encourage the location of parking in the rear yard and/or below grade, the city allows common driveways along shared side yards to provide access to parking if the owner restricts the deeds to both properties to preserve the shared drive in perpetuity.

f. Off-Street Loading Spaces. Every structure that is to be used for any purpose which involves the receipt or distribution of materials or merchandise by vehicle must provide and maintain adequate space for standing, loading, or unloading services off-street.

i. All such loading areas or berths shall be located so that no vehicle loading or unloading merchandise or other material shall be parked in any front yard or in any street or right-of-way.

ii. Loading docks and loading areas must be screened from adjoining property and public rights-of-way.

F. Calculation of Spaces. If a project incorporates two uses, the use requiring higher number of parking spaces shall govern. Whenever the calculation results in a fractional number, the number of spaces required must be rounded up to the next whole number.
G. Outdoor Lighting Standards. High-pressure sodium or metal halide light sources are the only allowed light sources for outdoor lighting. Light levels should be designed with minimum light trespass off site by using a cut-off luminaire that is fully or partially shielded with little or no light distributed above the horizontal plane of the luminaire, or other best practices that are available.

1. Maximum Light Distribution. For uniformity in lighting and prevention of shadows, a four-to-one uniformity ratio shall occur over the site, excluding canopy areas and main building entrances. The maximum allowed average horizontal luminance level and light source shall be as noted in the following table:

<table>
<thead>
<tr>
<th>Use</th>
<th>Maximum Average Footcandle</th>
<th>Light Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building entrance</td>
<td>5 f.c.</td>
<td>LED</td>
</tr>
<tr>
<td>Canopies</td>
<td>20 f.c.</td>
<td>LED</td>
</tr>
<tr>
<td>Retail car lots</td>
<td>Front row 10 f.c. or less; 2 f.c. average over site; 50% reduction in light levels between midnight and sunrise</td>
<td>LED</td>
</tr>
<tr>
<td>Commercial uses</td>
<td>2 f.c.</td>
<td>LED</td>
</tr>
<tr>
<td>Residential</td>
<td>1 f.c.</td>
<td>LED</td>
</tr>
<tr>
<td>Mixed-use</td>
<td>2 f.c.</td>
<td>LED</td>
</tr>
</tbody>
</table>

2. Pole Height/Design Height. Luminaire mounting height is measured from the parking lot or driveway surface, and may range from twenty feet to thirty-five feet, based on:
   a. Review of the site plan;
   b. Proposed land uses;
c. Surrounding land uses;
d. Parking area size;
e. Building mass;
f. Location of the site with respect to other lighting sources;
g. Impacts on the adjacent properties;
h. Topography of site; and
i. Other site features.

3. Large Parking Areas. Poles higher than twenty feet are appropriate only for parking areas exceeding two hundred stalls and not in close proximity to residential areas.

4. Design Standards.
   a. If metal fixtures or poles are used, they should be black or dark brown;
   b. The base of the pole shall be treated with paint, stain, stucco or another form of decorative cover. All attempts shall be made to place the base of light poles within landscape areas;
   c. Wall-mounted lighting fixtures may not exceed eighteen feet in height; and
   d. Lighting located along pedestrian pathways or in areas primarily dedicated to human activity may not exceed twelve feet in height.

5. Submission Requirements. An application for development with outdoor lighting must contain the following:
   a. Plans indicating the location on the premises, and the type of illumination devices, fixtures, lamps, supports, reflectors, installation and electrical details;
   b. Description of illuminating devices, fixtures, lamps, supports, reflectors, and other devices that may include, but are not limited to, manufacturer catalog cuts and drawings, including section where required; and
   c. Photometric data, such as that furnished by manufacturers, or similar showing the angle of the cut-off or light emission. A point-by-point light plan may be required to determine the adequacy of the lighting over the site.
6. Upgrading Preexisting Lighting. The applicant must bring preexisting lighting into compliance with this code upon application with the business license department for a change in ownership, new business in a stand-alone structure or in a multi-tenant structure in which the new business utilizes more than fifty percent of the building square footage on the site, in conjunction with an application for a building permit for any alteration, remodel or expansion of any structure on the site, or in conjunction with changes to the approved site plan.

H. Parking Lot Use. A parking lot shall only be constructed for uses allowed within the zone in which it is located.

17-7-17.8 Utilities.

A. Utility Burial. All utilities within the proposed development shall be buried. The owner shall install conduit within the development's proposed right-of-way for the eventual burial of overhead utilities throughout the zoning district. If the planning commission finds, upon the review and recommendation of the city engineer, that such installation is not feasible at the time of development, the applicant shall bond for the future installation of said conduit. All underground conduit shall be installed in conformance with city standards as identified in City Construction Standards and Specifications.

B. City-Wide Utility Infrastructure. Each project and each structure within each project shall include infrastructure that facilitates connection to Questar Gas, Rocky Mountain Power, Comcast Cable, UTOPIA Fiber, and Qwest Communications. This requirement may be waived if any of the aforementioned utilities decline, in writing, the opportunity to install or utilize the necessary infrastructure. The director of community and economic development and authorized deputies may approve the waiver.

17-7-17.9 Development Agreement

A development agreement, in a form satisfactory to the city attorney and city council, shall be required for new development to ensure the property owner complies with the provisions of the Overlay, conditional use permit and site plan approvals, and allowing the property owner the right to develop in accordance with the approved plan for a period up to, but not exceeding, five years.

17-7-17.10 Signs.

Signage for each application must comply with an approved theme, which is uniform throughout the proposed development, and which complements the approved signage of near or adjacent pedestrian-oriented development. If a regulated sign type is not specifically designated, it is prohibited.
<table>
<thead>
<tr>
<th>Sign Type</th>
<th>Sign Area Max.</th>
<th>Height Max.</th>
<th>General Restrictions</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-frame</td>
<td>6 s.f.</td>
<td>4'</td>
<td>One per ground-level tenant. Must not impede pedestrian movement.</td>
</tr>
<tr>
<td>Awning/Canopy</td>
<td>5% of wall surface; 80% of width</td>
<td>80% of vertical drip</td>
<td>Constructed of canvas-like materials or architectural metal. Design and color to relate to storefront. May extend 5' from facade at least 8' above sidewalk.</td>
</tr>
<tr>
<td>Campaign</td>
<td>32 s.f.</td>
<td>6'</td>
<td>Removed within 15 days from final voting day. 3’ max. height in clear view triangle.</td>
</tr>
<tr>
<td>Construction</td>
<td>32 s.f.</td>
<td>12'</td>
<td>Removed prior to certificate of occupancy.</td>
</tr>
<tr>
<td>Directional</td>
<td>4 s.f.</td>
<td>3'</td>
<td>Located at drive entrances and on-site only.</td>
</tr>
<tr>
<td>Flat or Wall (includes Window)</td>
<td>Sign 1: 15% of wall surface; Signs 2—3: combined signage 5% of wall surface</td>
<td>n/a</td>
<td>Must be attached to main building. All signs attached to facade, including awning signs, window signs and wall signs, determine sign area.</td>
</tr>
<tr>
<td>Monument</td>
<td>32 s.f.</td>
<td>6' (total)</td>
<td>At least 1 foot of pedestal. May be placed on berm, w/ top of sign ≤ 9'; 3' max. height in clear view triangle; 3' from sidewalk.</td>
</tr>
<tr>
<td>Projecting Wall Sign</td>
<td>12 s.f.</td>
<td>n/a</td>
<td>May extend 4’ from facade perpendicular to facade. Must be 8’ above sidewalk. One per ground level</td>
</tr>
</tbody>
</table>
Table 17-7-17.10
Signs

<table>
<thead>
<tr>
<th>Sign Type</th>
<th>Sign Area Max.</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>tenant.</td>
</tr>
<tr>
<td>Real Estate</td>
<td>32 s.f.</td>
<td>12’</td>
<td>3’ max. height in sight distance triangle.</td>
</tr>
<tr>
<td>Suspended</td>
<td>60 s.f.</td>
<td>n/a</td>
<td>Sign area is 1 sq. ft. per lineal foot of building.</td>
</tr>
<tr>
<td>Temporary</td>
<td></td>
<td></td>
<td>See text.</td>
</tr>
<tr>
<td>Window</td>
<td>25% of window area</td>
<td></td>
<td>See text.</td>
</tr>
</tbody>
</table>

A. Multiple Sign Types. No more than two different sign types shall identify a business.

B. Wall Signs. One wall sign is permitted per sidewalk frontage. There shall be no more than two wall signs per tenant space. The maximum sign area is one square foot per each lineal foot of building elevation on which the sign is located, not to exceed sixty square feet. The overall length of a sign shall not exceed eighty percent of the width of the building on which it is located. The maximum letter size for a one-row sign shall be twenty-four inches and eighteen inches for two rows. Restaurants or other eating establishments may have one additional wall-mounted menu sign not to exceed three square feet. Second-floor tenants may have one additional wall-mounted directory sign located near street-level entrances not to exceed three square feet. The following four types of wall signs are allowed; all others are prohibited:

1. An externally illuminated aluminum sign panel with cut out and/or channel letters illuminated by a specified cut-off floodlight fixture mounted to the building.

2. An internally illuminated aluminum sign panel with cut out and/or reverse channel letters illuminated by neon tubes or fluorescent lamps behind the sign panel and/or letters.

3. An externally illuminated individually fabricated channel letter form using a specified cut-off floodlight fixture mounted to the building.
4. An internally illuminated channel letter mounted to the building.

C. Awning/Canopy Signs. All awnings and canopies shall be constructed of a canvas-like material or architectural metal. The design and color shall relate to the storefront design. No awning or canopy sign may extend more than five feet over the sidewalk and shall be at least eight feet above the sidewalk. Awnings and canopies that are utilized for signage shall use contrasting letters that are painted, applied or sewn onto the vertical drip of the awning or canopy. Letters shall not exceed eight inches in height nor occupy more than eighty percent of the width of the awning or canopy.

D. Projecting Signs. One projecting sign may be attached to the building perpendicular to the facade facing the sidewalk per ground level tenant space. A projecting sign shall be made of a rigid material with the bracket and sign panel relating to the storefront design. Projecting signs may not exceed twelve square feet in size, or project more than four feet from the facade, and must be at least eight feet above the sidewalk.

E. Door/Window Signs. Lettering and logos may be applied directly onto storefront windows. This includes white gold leaf, applied vinyl, painted, etched or sandblasted. Total area of the sign (including lettering and logos) shall not exceed ten percent of the window area on which it is located. Storefront windows and doors shall be limited to a maximum of two square feet of coverage with stickers, credit card decals, hours of operation, etc. There may be one window sign listing the names of second-floor tenants near street-level entrances. This sign shall not exceed six square feet and is not to be included in the ten percent allowance.

F. Suspended Signs. Suspended signs shall be located near the entrance to the business/tenant space and may be used in place of rather than in conjunction with a wall sign. The maximum sign area is one square foot per each lineal foot of building elevation on which the sign is located, not to exceed sixty square feet. Signs shall be located so as to emphasize design elements of the buildings. No suspended sign shall be less than eight feet above the sidewalk.

G. Monument Signs. A monument sign is only allowed to identify projects that encompass a minimum of one and one-half acres, and not individual stores or tenants. One monument sign may be allowed per project. A monument sign shall not exceed thirty-two square feet or six feet in height, and shall be located in a landscaped area associated with a project entry or focal point. The sign may be located on a berm, provided the top of the sign does not exceed nine feet in height above finished grade. Monument signs shall not be constructed within the clear view area and shall be set back at least three feet from a public sidewalk and property lines.
H. A-Frame Signs. One freestanding A-frame signboard per ground-level tenant may be placed on the sidewalk of at least ten feet in width, provided the sign does not interfere with pedestrian movement. The signboard copy space shall not exceed three feet in height and two feet in width with a maximum sign height of four feet.

I. Clearance and Setbacks. The following standards apply:

1. At intersecting streets all signs shall be located outside of the clear view area.

2. For signs over pedestrian ways, the clearance between the ground and the bottom of any projecting or ground sign shall not be less than eight feet.

3. For signs over driveways for vehicular traffic, the minimum clearance shall be fourteen feet.

4. All monument signs shall be a minimum of three feet from a public sidewalk or property line.

J. Temporary Signs. The following provisions regulate the use of temporary signs. If a temporary sign type is not specifically designated, it is prohibited.

1. Attachment. Temporary signs may not be permanently attached to the ground, buildings or other structures.

2. Grand Opening Events Signs. Promotional signage, such as pennants, streamers, banners, balloon signs, and inflated sign displays, may be used for grand opening events for new businesses. Such promotional signage must be initiated within the first three months of a new business receiving a certificate of occupancy, and may be used for a maximum of thirty consecutive days. Said signs shall be used in such a manner so as not to constitute a safety hazard. A temporary sign permit shall be required. Promotional signage shall not include illuminated signs or devices.

3. Feather Flags. A maximum of one feather flag is allowed per business in a multitenant building. One feather flag per fifty feet of frontage or a maximum of five are allowed for stand-alone businesses. Feather flags may be displayed on private property for a period of fourteen consecutive days per calendar quarter up to four times per calendar year, with a maximum height of twelve feet. A temporary sign permit shall be required for each display period.

K. Outdoor Advertising. The following provisions regulate the use of bus benches, shelters, ad stands and newspaper stands.

1. Bus Benches and Shelters.
a. Construction. Benches and shelters shall be constructed of durable materials and shall be kept in good repair. Shelter materials shall be black in color. Benches and shelters which are in disrepair or are unsafe or unstable will not be permitted and may be removed by the city. A concrete pad (not to extend beyond the footprint of the bench or shelter by more than one foot) and paved access (three feet in width) to the curb will be required for all benches and shelters (see diagram below). A bench may utilize concrete already installed in the park strip. Benches and shelters must be securely fastened to the concrete pad to prevent their unauthorized removal. The existing concrete pad must be repaired, including removal of attachment bolts and repair of all holes, by the bench sign company after removal. The business name and telephone number of the owner shall be printed on the bench or shelter in a conspicuous location.

![Diagram of bus bench and shelter locations]

b. Location. Benches and shelters may be located along dedicated public rights-of-way only at bus stops established by the Utah Transit Authority. Shelters must be located behind the sidewalk. All street improvements must be in place and the park strip must measure at least five feet in depth for a bench location. Bench signs shall be no closer than two feet from the curb in order to avoid injuries to persons waiting at the benches by the opening of doors of the bus. Benches and shelters shall not obstruct the sidewalks, roadways or other locations where the signs may pose a hazard to motorists or pedestrians. Benches and shelters installed by the Utah Transit Authority shall take priority at allowable locations. Benches and shelters to be placed on private property shall require a letter of approval from that property owner to be submitted to the city. The bench or shelter and an area within a ten-foot radius shall be maintained by the owner twice per week.

c. Area. The sign portion of a bench sign shall not exceed sixteen square feet in area (two-foot maximum height and eight-foot maximum width) and the sign portion of a shelter shall not exceed thirty square feet (six-foot maximum height and five-foot maximum width).
d. Density. No more than one bench or shelter shall be located at each Utah Transit Authority bus stop unless otherwise justified by the Utah Transit Authority because of heavy demand.

e. Insurance. Each bench or shelter company shall provide proof of liability insurance in the minimum amount of five hundred thousand dollars.

f. Permit. A temporary sign permit shall be approved and issued by the director of community and economic development or designee prior to the installation of a bench or shelter. A fee shall be paid for said permit for each bench or shelter as provided in Resolution 02/26/02C. The permit shall be valid for one year, renewing at the beginning of each fiscal year. Benches and shelters installed by the Utah Transit Authority or other public agencies shall be exempt from the payment of a fee. A change in the text of the sign for the bench or shelter or a substitution of benches or shelters shall not require the issuance of a new permit or the payment of an additional fee if the bench or shelter is placed in the same location as originally permitted.

g. Revocation and Removal. The issuance of a permit to locate a bench or shelter within the city of Midvale creates only a license, revocable upon a showing of cause by the city, and shall create no permanent rights of any kind. Each bench or shelter must be removed within thirty days of written notification. Benches or shelters not moved within the thirty-day period will be removed by the city at the owner’s expense. Removal expense per bench shall be calculated based on using a two-man crew and one truck for one hour.

2. Newspaper and Ad Stands.

a. Construction. Newspaper and ad stands shall be constructed of durable materials and shall be kept in good repair. Newspaper and ad stands must be securely fastened to a concrete pad either in the park strip or behind the sidewalk to prevent their unauthorized removal. The concrete pad must be repaired, including removal of attachment bolts and repair of all holes after removal. The business name and telephone number of the owner shall be printed on the stand in a conspicuous location.

b. Location and Density. Newspaper and ad stands may be located along dedicated public rights-of-way only at bus stops established by the Utah Transit Authority. All street improvements must be in place and the park strip must measure at least five feet in depth. There shall be no more than three stands per established bus stop. The stand may not be located adjacent to any mailbox, post, pole or monument and shall not impede or interfere with reasonable use
of pedestrian traffic, display windows or building entrances or the reasonable use of any fire hydrant, traffic signal box or emergency call box.

c. Advertising. No advertising is allowed on the exterior except a logo or other information identifying the publication.

d. Permit. A temporary sign permit shall be approved and issued by the director of community and economic development or designee prior to the installation of a newspaper or ad stand. A fee shall be paid for said permit for each newspaper or ad stand as provided in Resolution 02/26/02C. The permit shall be valid for one calendar year. A substitution of newspaper or ad stands shall not require the issuance of a new permit or the payment of an additional fee if the newspaper or ad stand is placed in the same location as originally permitted.

e. Revocation and Removal. The issuance of a permit to locate a newspaper or ad stand within the city of Midvale creates only a license, revocable upon a showing of cause by the city, and shall create no permanent rights of any kind. Each newspaper or ad stand must be removed within thirty days of written notification. Newspaper or ad stands not moved within the thirty-day period will be removed by the city at the owner’s expense. Removal expense per stand shall be calculated based on using a two-man crew and one truck for one hour.

17-7-17.11 Conditional use standards of review.

The city shall not issue a conditional use permit unless the community and economic development department, in the case of an administrative conditional use, or the planning commission, for all other conditional uses, concludes that the application mitigates adverse impacts and complies with the following general standards applicable to all conditional uses, as well as the specific standards for the use.

A. General Review Criteria. An applicant for a conditional use in the zone must demonstrate:

1. The application complies with all applicable provisions of this title, state and federal law;

2. The structures associated with the use are compatible with surrounding structures in terms of use, scale, mass and circulation;

3. The use is not detrimental to the public health, safety and welfare;

4. The use is consistent with the general plan, as amended;
5. Traffic conditions are not adversely affected by the proposed use, including the existence of or need for dedicated turn lanes, pedestrian access, and capacity of the existing streets;

6. Sufficient utility capacity;

7. Sufficient emergency vehicle access;

8. Location and design of off-street parking as well as compliance with off-street parking standards provided for in Section 17-7-17.7;

9. Fencing, screening, and landscaping to separate the use from adjoining uses and mitigate the potential for conflict in uses;

10. Compatibility of the proposed mass, bulk, design, orientation, and location of the structures on the site, including compatibility with buildings on adjoining lots and to the street;

11. Exterior lighting that complies with the lighting standards of the zone and is designed to minimize conflict and light trespass with surrounding uses; and

12. Within and adjoining the site, impacts on the aquifer, slope retention, flood potential and appropriateness of the proposed structure to the topography of the site.

B. Specific Review Criteria for Certain Conditional Uses. In addition to the foregoing, the community and economic development department and planning commission must review each of the following criteria when considering approving or denying an application for each of the following conditional uses:

1. Conditional Use.

   a. Child Care. Each application for a child care facility or center must include:

      i. Proof of a state child care license;

      ii. Compliance with state, federal and local law; and

      iii. A delivery, traffic and parking plan which adequately mitigates the adverse impacts of increased traffic generation.

   b. Assisted Living/Senior Housing/Congregate Care. Each application for an assisted living, senior housing or congregate care use must comply with the following:
i. The maximum number of residents shall be:

(A) Eight for structures fronting on public streets smaller than collector streets; and

(B) Sixteen for structures fronting on public streets considered collector streets or larger.

ii. A complete application shall include:

(A) Proof of state license for assisted living, senior housing, congregate care, or its equivalent;

(B) A design, residential in character and architecturally compatible with the neighborhood, which adequately screens the use from neighboring lots and complies with Utah Department of Health standards;

(C) An outdoor lighting plan which adequately screens lighting to mitigate its impact on surrounding uses;

(D) A sign plan which includes no more than two square feet of signage for facilities on public streets smaller than collector streets, and monument signs not to exceed thirty-two square feet for facilities on public streets considered collector streets or larger; and

(E) A delivery, traffic and parking plan which adequately mitigates the adverse impacts of increased traffic generation on the neighborhood in which it is located. The parking plan should propose parking appropriate to the proposed use of the facility, which plan may propose parking below the standards listed in Section 17-7-17.7.

2. Administrative Conditional Use.

   a. Telecommunications Facility. This subsection applies to both commercial and private low-power radio services and facilities, such as “cellular” or “PCS” (personal communications system) communications and paging systems. Each application for a telecommunications facility shall comply with the following:

   i. Wall-Mounted Antenna. Two types of wall-mounted antennas are allowed: stealth-mounted and non-stealth-mounted. Antennas mounted directly on existing parapet walls, penthouses, or mechanical equipment rooms are considered a wall-mounted antenna if no portion of the antenna extends above the roofline of the building or extends no more than four feet
horizontally from the face of the building. Whip antennas are not allowed on a wall-mounted antenna structure. Antennas, equipment, and the supporting structures shall be selected to achieve the architectural compatibility with the host structure to which they are attached.

(A) Stealth facilities shall be designed to substantially conceal and camouflage the antennas and associated equipment.

(1) The planning commission shall review and may grant approval for any new antenna(s) that require construction of a new screening wall. New screening wall(s) shall be in harmony with the structure’s mass, architectural features, and overall aesthetics. Architectural and structural renderings, three-dimensional representation, line-of-sight diagrams, photo simulations, and/or building elevations of the proposed modifications may be required to effectively demonstrate the requested changes meeting the intent of this chapter.

(2) Area Limitations for Stealth Wall-Mounted Antennas. The total area for all stealth wall-mounted antennas and supporting structures combined shall not exceed five percent of any exterior wall of the building. Stealth wall-mounted antennas may occupy a maximum of four walls. The total calculated area is the sum of each individual antenna and the visible portion of the supporting structure as viewed when looking directly at the face of the building.

(B) Non-stealth facilities shall only be considered in locations in which adverse visual impacts are not a substantial concern due to the location of the facility, the nature of the surrounding land uses, and is not visible from public vantage points.

(1) Area Limitations for Non-Stealth Wall-Mounted Antennas. The total area for all non-stealth wall-mounted antennas and supporting structures combined shall not exceed forty square feet for each exterior wall of the building or a total of one hundred sixty square feet per building. The total calculated area is the sum of each individual antenna and the visible portion of the supporting structure as viewed when looking directly at the face of the building.
ii. Roof-Mounted Antenna. Two types of roof-mounted antennas are allowed: stealth-mounted and non-stealth-mounted. Antennas, equipment, and the supporting structures shall be selected to achieve the architectural compatibility with the host structure to which they are attached. Roof-mounted antennas are an allowed use only on a flat roof and shall be screened, constructed and painted to match the structure to which they are attached. The planning commission shall review and may grant approval to place roof-mounted stealth antennas on a pitched roof if the antenna(s) are compatible with the existing structure. Roof-mounted antennas may be mounted on existing penthouses or mechanical equipment rooms if the antennas and antenna support structures are enclosed or visually screened from view.

(A) Stealth facilities shall be designed to substantially conceal and camouflage the antennas and associated equipment.

(1) Antennas shall be mounted at least five feet behind any parapet wall or from the exterior wall of the building. The maximum height of an antenna mounted between five and ten feet behind a parapet or exterior wall shall be directly proportional to the setback distance, and may not exceed a height of ten feet above the top of the parapet wall or roof line of the building.

(2) The planning commission shall review and may grant approval for any new antenna(s) that require construction of a new screening wall. New screening wall(s) shall be in harmony with the structure’s mass, architectural features, and overall aesthetics. Architectural and structural renderings, three-dimensional representation, line-of-sight diagrams, photo simulations, and/or building elevations of the proposed modifications may be required to effectively demonstrate the requested changes meeting the intent of this chapter.

(B) Non-stealth facilities shall only be considered in locations in which adverse visual impacts are not a substantial concern due to the location of the facility and the nature of the surrounding land uses.

iii. Monopole with Antennas and Antenna Support Structure Less Than Two Feet in Width. The entire antenna structure mounted on a monopole may not exceed two feet in width.
iv. Monopole with Antennas and Antenna Support Structure Greater Than Two Feet in Width.

(A) The maximum visible width of antennas and antenna mounting structures on a monopole may not exceed either eight feet in height or fifteen feet in width as viewed looking directly at the monopole at the same elevation as the antennas and antenna mounting structure.

(B) A monopole classified under this subsection may not be located in or within seven hundred fifty feet of a residential zone district.

(C) No pole shall be allowed in any front yard setback.

(D) The monopole antenna must not exceed thirty-five feet in height.

v. Lattice Towers. Except as provided for below, lattice towers may not be located within seven hundred fifty feet of a residential zone district.

(A) A lattice tower may be located less than seven hundred fifty feet from a residential zone district if the planning commission finds that the tower’s height would not exceed the height of any public utility pole, wire, cable, or similar structures located in the same vicinity as the proposed tower.

(B) A lattice tower may be located less than seven hundred fifty feet from a residential zone and reach up to eighty-five-foot height if required for the bona fide public services of a public transit district as defined in U.C.A. Section 17A-2-1001 et seq. and as certified by the public transit district.

(C) No pole shall be allowed in any front yard setback.

(D) The lattice tower must not exceed thirty-five feet in height.
vi. Power Lines. All power lines on the lot leading to the accessory building and antenna structure of the telecommunications facility shall be installed underground.

vii. Review Criteria. Each applicant for a telecommunications facility must demonstrate:

(A) Compatibility of the proposed structure with the height and mass of existing adjacent buildings and utility structures;

(B) Whether co-location of the antenna on other existing structures in the same vicinity such as other towers, buildings, utility poles and similar structures is possible without significantly affecting antenna transmission or reception;

(C) Antenna transmissions will not interfere with public safety communications;

(D) The location of the antenna in relation to existing vegetation, topography and buildings to optimize visual screening;

(E) Whether the spacing between monopoles creates detrimental impact upon adjacent properties;

(F) The location of the pole in relation to noteworthy structures, landmarks and pedestrian or automotive transportation view corridors;

(G) Location and zoning compliance of accessory buildings associated with the telecommunications facility.

viii. Co-Location. Co-location is both permitted and encouraged if all setbacks, design and landscape requirements are met for each telecommunications facility. The application shall include any existing or approved, but unbuilt, telecommunications facility within the telecommunications area that may meet the needs of the applicant. The documentation supplied shall evaluate the following factors:

(A) Structural capacity of the antenna towers;

(B) Geographic telecommunications area requirements;

(C) Mechanical or electrical incompatibilities;

(D) Inability or ability to locate equipment on existing antenna towers; and

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(E) Any restriction or limitation of the Federal Communications Commission that would preclude the shared use of the antenna tower.

ix. Classification/Installation. Low-power radio services facilities are characterized by the type or location of the antenna structure.

x. Temporary Antenna for Use During Drive Tests. Telecommunications companies wishing to perform drive tests shall submit notice to the planning department stating the location and the date of the proposed test. Antennas in use for a drive test shall not be left standing for a period of greater than two days. Drive tests shall be limited to testing functions only and shall not be used for telecommunication services to customers. Drive tests on city property require planning department approval and execution of the city’s test-drive agreement.

b. Outdoor Dining. Each application for an outdoor dining use shall comply with the following:

i. The dining area shall be located on private property or leased public property and does not diminish parking or landscaping.

ii. The dining area shall not impede pedestrian circulation.

iii. The dining area shall not impede emergency access or circulation.

iv. The outdoor furnishings shall be compatible with the streetscape and associated building.

v. No music or noise shall be in excess of the city noise ordinance, Section 8.01.070. Outdoor music shall not be audible off premises.

vi. No use after ten-thirty p.m. and before seven a.m.

vii. No part of the outdoor dining area shall be located within one hundred feet of any existing residential use (measured from the edge of the outdoor dining area to the closest property line of the residential use), unless the residential use is part of a mixed use building or the outdoor dining area is separated from the residential use by a commercial building.

viii. Cooking facilities shall be located within the primary building. No cooking utilities, including grills, shall be permitted in the outdoor dining area.
ix. The outdoor dining area shall be kept in a clean condition and free of litter and food items which constitute a nuisance to public health, safety and welfare.

c. Fences Greater Than Seven Feet in Height. Each application for a fence greater than seven feet in height must comply with the following:

i. The applicant must demonstrate that a fence greater than six feet in height is necessary to better promote public health, safety, welfare, and aesthetic quality in the area and the height requested is the minimum necessary to achieve this.

ii. The fence design, i.e., materials, color, features, height, must be compatible with the associated development in terms of theme, architecture and function. All barbed wire or other sharp, pointed, or electrically charged fences are prohibited.

iii. Fences shall comply with all requirements for fences less than or equal to six feet in height with regard to location and construction. 17-7-17.12 Live/work units.

Live/work units are residential townhouse dwellings designed so that the first floor may be used either as living space or as commercial/retail space, as the owner chooses. Live/work units are regulated as follows:

A. A live/work unit may be located only in mixed-use areas or on the fringes of residential areas within two hundred fifty feet of an entrance to the development from an arterial or collector street;

B. Live/work units shall not exceed forty percent of the units in an MPD and shall be designated as live/work units on the final plat;

C. Vehicular access to live/work units/areas must be planned in a way that mitigates the impacts from additional commercial traffic to neighboring residential-only units;

D. In addition to the parking spaces required by the residential needs, live/work units must have an additional two parking spaces adjacent to and dedicated for the commercial portion of the occupancy. Parking may be shared when five or more live/work units are adjacent to each other but no less than one and one-half parking spaces per unit must be provided. Parking may also be shared with primarily retail/office/flex uses at the discretion of the planning commission;

E. Allowed commercial uses shall be limited to the ground floor of the live/work unit;
F. Live/work units shall not include outdoor storage, outdoor display of merchandise, nor parking/storage of any vehicle in excess of twelve thousand pounds gross vehicle weight;

G. Live/work units shall not include identifying signage in excess of a four-square-foot nameplate attached to the dwelling;

H. Live/work units are limited to the on-site employment of immediate family who occupy the dwelling and up to one employee that does not occupy the dwelling (this criteria is not intended to limit the number of employees who are engaged in business but conduct all work activities off premises);

I. Live/work dwellings shall be designed to reflect their status as primarily residential units;

J. Live/work units shall not cause a demand for municipal services in excess of that associated with normal residential use;

K. Live/work units shall be enclosed within a structure in complete conformity with current building, fire, electrical and plumbing codes; and

L. Live/work units are limited to professional office, nonindustrial artistic, architectural/engineering office, real estate office, mail/Internet supply offices and other similar uses. Retail uses are prohibited except that architectural, artistic, engineering, drafting, and similar on-premises products may be displayed and sold by appointment only. Other prohibited uses include animal-related uses, auto-related uses, medical offices, sexually oriented businesses, and any use prohibited in the applicable zoning district. 17-7-17.13 Itinerant merchants.

The city shall not issue a business license for an itinerant merchant unless the following general and applicable specific criteria are demonstrated as part of the business license application:

A. General Itinerant Merchant Criteria.

1. Location on Private Property. The business and any activity associated therewith must be located on private property and only as a secondary use to another primary commercial use. The business shall not be located on public property (including public sidewalks, public streets, public parking areas or other public places as defined by the city) or on vacant or residentially used property, regardless of the zoning district.

2. Impervious Surface. The business must be located on a hard surface with no portion of the business located in a landscaped or non-improved area.
3. Setbacks. The business must be located a minimum of ten feet behind the inside edge of the public sidewalk (or fifteen feet from the edge of the road right-of-way if no sidewalk exists); five feet from combustible walls, roof eave lines, awnings, etc.; ten feet from any building openings (i.e., doors, windows, vents, etc.); and five feet from a fire hydrant, driveway, handicapped parking space and loading area.

4. Lease. There must be a valid lease or written permission from the private property owner expressly allowing the use of property for the business that is the subject of this section. The merchant shall demonstrate the ability to utilize an existing restroom facility on or nearby the property.

5. Traffic Safety. The business location shall not impede auto and/or pedestrian traffic or create auto/pedestrian conflicts. Private sidewalk clear widths shall not be reduced below five feet and the itinerant business shall not interfere with the internal parking lot circulation.

6. Parking. The site must have adequate parking to accommodate the primary use(s) on site as well as any area used by the itinerant business. No part of the itinerant merchant business shall occupy required parking stalls for the primary use(s).

7. Power. All electrical wiring must be in compliance with the National Electrical Code and approved by the Midvale City Building Department. Extension cords and generators are prohibited.

8. Temporary Only. All aspects of the business shall be temporary in nature with no permanent facilities constructed on site, with the exception of the required permanent power source.

9. Maintenance. The area around the business shall be kept clean and orderly. A trash receptacle shall be provided for patrons. The merchant is responsible to clean up all trash, litter, spills, etc., within a minimum twenty-foot radius of the business.

10. Business Conduct. The business may not solicit or conduct business with persons in motor vehicles or use any flashing lights, noise, sound or other motion-producing devices to attract attention to its operation.

11. Regulatory Compliance. All applicable local and state regulations (i.e., food permit, tax numbers, registration, etc.) shall be met.

13. Site Plan. A site plan, drawn to scale, showing the exact location of the itinerant merchant (including all components of the business) with setbacks to buildings, sidewalks, roadways, driveways, parking, fire hydrants, and other important features shall be provided. A photograph or illustration showing components of the business, including cart and awning dimensions, trash receptacles, coolers, signage, electrical plans, etc., shall be provided, as well as other information required to show compliance with the applicable requirements contained herein.

B. Specific Itinerant Merchant Criteria.

1. Vending Cart. Each business license application for a vending cart must comply with the following:

   a. There shall be a minimum separation of one thousand three hundred twenty feet between all vending cart locations. This separation shall be measured as a radius in all directions, with the vending cart location being the center point.

   b. The vending cart must be located no closer than thirty feet from a single family residential zone.

   c. Any vending cart selling food items shall not be located within two hundred feet of the primary public entrance of an existing restaurant use. The exception to this is an existing restaurant is allowed to operate a vending cart within this area, provided all other provisions of this section are satisfied.

   d. A minimum of two on-site parking stalls are required for the vending cart use. One of these stalls shall be dedicated for the use of the itinerant merchant’s patrons; the other for a business employee.

   e. The vending cart shall be constructed of surface materials that are primarily stainless steel and in accordance with the Salt Lake Valley Health Department regulations. Transparent, plastic sides may be extended above the cart’s preparation/counter surface, provided these sides do not extend beyond the width or length of the cart and three feet above the preparation/counter surface, if it is kept clean, and is free of signage and other attachments. The vending cart shall not exceed a width of four feet and a length of six feet (a hitch may extend a maximum of two feet beyond the length of the cart). The maximum height of the vending cart, excluding canopies or umbrellas, shall be five feet. A vending cart may include a built in canopy provided it does not extend more than three feet beyond the width of the cart on each side and any extension beyond the cart width is a minimum of seven feet above the parking
lot surface. This canopy shall be an earth tone color; a stainless steel canopy is acceptable.

f. The vendor shall be limited to three stacked coolers (each cooler shall not exceed three and three-quarters square feet in size), one trash receptacle, one chair, and a freestanding umbrella (not to exceed a six-foot diameter) external to the vending cart. All other freestanding devices, i.e., signs, propane tanks, tables, racks, customer seating, overhead structures (i.e., tarps, endosures, canopy extensions), etc., are prohibited. The freestanding umbrella shall be an earhttone color, and, if extending beyond the front and side edges of the cart, must be a minimum of seven feet above the parking lot surface.

g. Signage shall be attached to the vending cart and occupy no more than four square feet on the street facing side of the cart. Signs shall not be internally illuminated or make use of flashing or intermittent lighting or animation devices. Pennants, streamers, lawn banners and other temporary signs are prohibited.

h. A portable fire extinguisher, Type 2A-10 BC minimum, must be mounted within easy reach on the vending cart.

i. All aspects of the business shall be moved on and off the premises each day of operation. No overnight parking or outdoor storage is allowed. Any vending cart selling food items must be cleaned and stored at a commissary approved by the Salt Lake Valley health department.

j. The vending cart and all related business items shall be maintained in good condition and repair at all times.

k. The business shall not be conducted before six a.m. and after ten p.m.

2. Seasonal Produce Stand. Each business license application for a seasonal produce stand must comply with the following:

a. One produce stand business shall be permitted on each parcel of private property.

b. A minimum of three on-site parking stalls are required for the produce stand use. Two of these stalls shall be dedicated for the use of the itinerant merchant’s patrons; the other for a business employee.

c. The business shall sell fresh fruits and vegetables only; merchandise and nonperishable food items are not allowed.
d. Produce shall be displayed under a tent, awning or canopy. This structure shall be an earhtone color and have a maximum size of one hundred square feet.

e. Signage must be attached to the tent, awning or canopy and shall not exceed ten square feet on each side of the structure. One A-frame sign complying with the city's A-frame sign standards may be utilized. No flashing or animated lights or searchlights may be used. No off-site signage is allowed, including within the public right-of-way.

f. The produce stand and all related business items shall be maintained in good condition and repair at all times.

g. All aspects of the business shall be moved on and off the premises each day of operation. No overnight parking or outdoor storage is allowed.

h. Produce stands can be operated between June 1st and October 31st each year.

i. The business shall not be conducted before ten a.m. and after ten p.m. 17-7-17.14 Related provisions.

A. Title 5, Business Taxes, Licenses and Regulations;

B. Title 16, Subdivisions;

C. Chapter 17-2, Definitions;

D. Chapter 17-3, Administration and Enforcement.
Proposed TOD Overlay

- TOD 37-foot buffer = 3 stories
- TOD 66-foot buffer = 4 stories
- TOD 83-foot buffer = 5 stories
- TOD 100-foot buffer = 6 stories*
- TOD 116-foot buffer = 7 stories*

* 6- and 7-story buildings are limited to structures directly adjacent to the State Street and 7200 South rights-of-way
TOD Overlay Option B

- **Proposed TOD Overlay**
- TOD 37-foot buffer = 3 stories
- TOD 66-foot buffer = 4 stories
- TOD 83-foot buffer = 5 stories
- TOD 100-foot buffer = 6 stories*
- TOD 116-foot buffer = 7 stories*

*6- and 7-story buildings are limited to structures directly adjacent to the State Street and 7200 South rights-of-way.
Proposed TOD Overlay

- TOD 37-foot buffer = 3 stories
- TOD 66-foot buffer = 4 stories
- TOD 83-foot buffer = 5 stories
- TOD 100-foot buffer = 6 stories*
- TOD 116-foot buffer = 7 stories*

* 6- and 7-story buildings are limited to structures directly adjacent to the State Street and 7200 South rights-of-way
Proposed TOD Overlay

- TOD 37-foot buffer = 3 stories
- TOD 66-foot buffer = 4 stories
- TOD 83-foot buffer = 5 stories
- TOD 100-foot buffer = 6 stories*
- TOD 116-foot buffer = 7 stories*

* 6- and 7-story buildings are limited to structures directly adjacent to the State Street and 7200 South rights-of-way.
A. Density: Consistent with the goals and objectives of the TSD, there shall be no maximum residential density or nonresidential intensity in the TSD. The following minimum residential densities are required in those portions of a TSD intensity area where residential uses are proposed to be built:

- **TSD-1**: Thirty five (35) du/ac.
- **TSD-2**: Fifteen (15) du/ac.
- **TSD-3**: Five (5) du/ac.

B. Required Buffer: An average two hundred foot (200') wide, with a minimum one hundred foot (100') wide, recreational or public use space buffer is required immediately south of and adjacent to the existing Galena Hills Subdivision. There shall be no buffer required east of the west right of way boundary of Galena Park Boulevard, as shown in section 9-14-110, exhibit 9-14-1 of this chapter. This buffer shall be extensively landscaped and extend the length of the existing single-family residential development, and is meant to assist in transitioning from the smaller scale of the existing residential development to the taller, denser development of the TSD. Public infrastructure, including roadways and related improvements may be located within the required buffer area only for the purpose of providing connectivity to existing or proposed street rights of way. The provision of this connectivity may be for permanent or temporary connections to the existing or realigned Galena Hills Boulevard right of way and shall be provided in a manner that the street connection within the buffer area is minimized to the greatest extent possible for the most reasonable alignment. With the exception of the connection to the existing or realigned Galena Hills Boulevard, there shall be no streets or roadways allowed within the buffer area. Those portions of residential or commercial buildings that are located within the area that is within fifty feet (50') of the required buffer shall be limited to a maximum of thirty six feet (36') in height.

C. Building Height: Massing and shadow studies will be required as part of site plan approval, and can be used as justification to modify the maximum or minimum heights allowed. Consistent with the goals and objectives of the TSD, there shall be no maximum building height in the TSD. Unoccupied accessory buildings shall have no minimum height requirement. The following minimum heights are required, unless minimum height standards are modified as part of the MAP, site plan approval process, or in order to comply with the buffer requirements of subsection B of this section:

- **TSD-1**: Forty five feet (45').
- **TSD-2**: Thirty six feet (36').
- **TSD-3**: No minimum.
A. Purpose Of The MU-TOD Subdistrict: The purpose of this subdistrict is to encourage the development of high intensity regional mixed land uses with maximum building height and bulk standards conducive to transit oriented development. The focus of such uses would be in appropriate areas along Jordan Gateway and I-15 in proximity to the "FrontRunner" Commuter Rail Station.

B. Permitted Uses: The following uses shall be permitted in the MU-TOD subdistrict:
   - Accessory uses.
   - Agriculture without livestock or poultry.
   - Banks, credit unions, financial institutions without drive-up facilities.
   - Business services.
   - Educational facilities.
   - Medical and dental offices or clinics.
   - Office services.
   - Personal services.
   - Residential facility for disabled persons as required by state law.
   - Restaurants without drive-up facilities.
   - Retail sales and services; excluding auto services such as stand alone car wash, tires, repairs, gas stations and/or convenience store.

C. Conditional Uses: A conditional use permit may be issued for the following uses in the MU-TOD subdistrict:
   - Auto service, including stand alone car wash, tires, repairs, gas stations and/or convenience store wherein the building is built to the street with bays, pumps, etc., to the side or rear.
Banks, credit unions, financial institutions with drive-up facilities located to the rear of the structure.

Churches, excluding temporary revival tents or structures.

Daycare center facility.

Health and fitness centers.

Parks and recreational activities.

Preschool center facility.

Public buildings.

Public or private schools.

Restaurants with drive-up facilities located to the rear of the structure.

D. Building Height: Buildings shall have a minimum and maximum height as indicated by building type, as shown below. Additional height may be granted by the planning commission for rooftop landscaping/amenities.

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Commercial</th>
<th>Office</th>
<th>Vertical Mixed Use</th>
<th>Public And Quasi-Public</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum building height</td>
<td>1 story, extended¹</td>
<td>3 stories</td>
<td>2 stories</td>
<td>1 story, extended¹</td>
</tr>
<tr>
<td>Maximum building height</td>
<td>20 stories²</td>
<td>20 stories²</td>
<td>20 stories²</td>
<td>3 stories</td>
</tr>
</tbody>
</table>

Notes:
1. Vertical architectural elements that make the buildings appear greater than 1 story.
2. "Step back" architecture may be required wherein building height adjacent to public streets may be limited in order to enhance pedestrian design.

17.74.100: REQUIREMENTS UNIQUE TO THE MIXED USE TOWN CENTER (MU-TC) SUBDISTRICT:

A. Purpose Of The MU-TC Subdistrict: The purpose of this subdistrict is to encourage the development of medium intensity community and town center mixed uses with a "village" look and feel (i.e., human scale, pedestrian friendly, architecturally diverse). The location of such uses would be in appropriate locations along portions of Redwood Road and South Jordan Parkway, with a focus on the area around city hall and the South Jordan Towne Plaza.
B. Permitted Uses: The following uses shall be permitted in the MU-TC subdistrict:

- Accessory uses.
- Agriculture without livestock or poultry.
- Banks, credit unions, financial institutions without drive-up facilities.
- Business services.
- Educational facilities.
- Healthcare facilities and services.
- Medical and dental offices or clinics.
- Office services.
- Personal services.
- Residential facility for disabled persons as required by state law.
- Restaurants without drive-up facilities.
- Retail sales and services; excluding auto services such as stand alone car wash, tires, repairs, gas stations and/or convenience store.

C. Conditional Uses: A conditional use permit may be issued for the following uses in the MU-TC subdistrict:

- Auto service, including stand alone car wash, tires, repairs, gas stations and/or convenience store wherein the building is built to the street with bays, pumps, etc., to the side or rear.
- Banks, credit unions, financial institutions with drive-up facilities located to the rear of the structure.
- Churches, excluding temporary revival tents or structures.
- Daycare center facility.
- Health and fitness centers.
- Park and recreational activities.
- Preschool center facility.
- Public buildings.
- Public or private schools.
Restaurants with drive-up facilities located to the rear of the structure.

D. Building Height: Buildings shall have a minimum and maximum height as indicated by building type, as shown below. Additional height may be granted by the planning commission for rooftop landscaping/amenities.

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<tr>
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<th>Commercial</th>
<th>Office</th>
<th>Vertical Mixed Use</th>
<th>Public And Quasi-Public</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum building height</td>
<td>1 story, extended&lt;sup&gt;1&lt;/sup&gt;</td>
<td>1 story, extended&lt;sup&gt;1&lt;/sup&gt;</td>
<td>2 stories</td>
<td>1 story, extended&lt;sup&gt;1&lt;/sup&gt;</td>
</tr>
<tr>
<td>Maximum building height</td>
<td>4 stories&lt;sup&gt;2&lt;/sup&gt;</td>
<td>4 stories&lt;sup&gt;2&lt;/sup&gt;</td>
<td>5 stories&lt;sup&gt;2&lt;/sup&gt;</td>
<td>3 stories</td>
</tr>
</tbody>
</table>

MURRAY

17.146.060: HEIGHT REGULATIONS:

A. Height Restrictions: There are no height restrictions in the district except as provided herein. The height of a structure located within one hundred feet (100') of the nearest boundary of a residential zone district may not exceed fifty feet (50'). Beyond one hundred feet (100'), the building height may increase one foot (1') of height for each additional one foot (1') of setback from the residential zone district.

B. Measurement Of Distances:

1. For purposes of this section, the width of public or private roadways shall be included in computing setback distances. For example, if a roadway is located on the boundary of a residential zoning district, the measurements required under this section shall be made from the property line of that roadway which is nearest the residential use or zone. Otherwise, the measurement shall be made from the residential zoning district boundary.

2. Setback distances to structures located pursuant to this section shall be measured from the nearest residential zoning district boundary, except as otherwise provided in this section, to the nearest exterior wall of the structure.

3. Where residential zoning is separated from the mixed use zone by a federal interstate highway the height restrictions of this chapter shall not apply.
C. Authority: Nothing in this section shall be construed to limit the authority of the planning commission or community and economic development staff to review building materials, design elements and other aesthetic considerations as it deems proper to mitigate or modify the visual impact of the height of buildings upon surrounding land uses. (Ord. 10-04 § 2)

17.146.030: PERMITTED USES:

A. A use not specifically designated is prohibited. The inclusion of a major heading includes all subcategories listed under the major heading unless otherwise excepted.

B. The following uses are permitted in the district (where square foot limits are specified, they shall apply to individually operating businesses, not to the entire property):

<table>
<thead>
<tr>
<th>Use No.</th>
<th>Use Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1100</td>
<td>Household units (except 1110, 1112, 1114, 1115, 1116, 1121, 1122; no density limit; condominiums by conditional use permit only).</td>
</tr>
<tr>
<td>1210</td>
<td>Residential facility for disabled persons.</td>
</tr>
</tbody>
</table>

17.146.040: CONDITIONAL USES:

The following uses and structures are permitted in the district only after a conditional use permit has been approved by the planning commission and subject to the terms and conditions thereof:

<table>
<thead>
<tr>
<th>Use No.</th>
<th>Use Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1140</td>
<td>Condominium, low rise or garden type (no density limit).</td>
</tr>
<tr>
<td>1150</td>
<td>Condominium, high rise (no density limit).</td>
</tr>
<tr>
<td>1210</td>
<td>Rooming and boarding houses (no density limit).</td>
</tr>
<tr>
<td>1515</td>
<td>Transient apartments rented by day or week (no density limit).</td>
</tr>
<tr>
<td>2000</td>
<td>Manufacturing industries (trades only in no more than 12,000 square feet; deliveries and shipping only during normal business hours; no odors; no outside storage).</td>
</tr>
</tbody>
</table>
17.13.210 - Transit oriented development overlay-core (TOD-C) district.

A. Purpose. The purpose of the transit oriented development-core (TOD-C) overlay district is to use incentives to encourage property owners adjacent to or near existing transit station to develop their property using transit oriented design principles while preserving rights under the existing base district designation. TOD-C overlay districts are established generally within one-half mile of transit stations. There is no maximum density prescribed for the TOD-C overlay district.

B. The TOD-C district is established:
1. To promote new, well-integrated high-density residential, commercial, office, institutional and other employment center development close to TRAX and transit stations;
2. To ensure that new development takes advantage of compatible, higher density, transit friendly, design opportunities in close proximity to transit systems in order to provide options for economic development and diversity;
3. To encourage pedestrian orientation and human scale in new development and promote public infrastructure that supports transit use and mixed-use development;
4. To manage parking and vehicular access utilizing shared parking and driveway access, and quality design of drive-through areas, to avoid pedestrian conflicts;
5. To promote residential development that is compatible with surrounding uses and that is of sufficient scale to create functional mixed use neighborhoods near transit; and
6. To encourage, through design, configuration, and mix of buildings and activities, a pedestrian-oriented environment which provides settings for social interaction and active community life.

C. Uses. In the transit oriented development overlay-core district, uses, buildings, structures or land shall not be used or developed except in accordance with the adopted land use matrix as found in Chapter 15 of this title. The overlay district shall not allow uses that are otherwise prohibited in the base district, unless specifically noted as a permitted or conditional use in the commercial land use matrix under Chapter 15.

D. Applicability. A property owner shall follow the provisions of the transit oriented development overlay-core district when developing or changing the use of property. If T.O.D. provisions are adopted as part of a development the city may allow for increased building heights, decreased setbacks and decreased parking requirements. For such incentives the city may require increased building architecture and site design features.
17.24.360 - Determination of allowable height.

A. Allowable Height. The maximum height of buildings shall be determined considering criteria including the following:

1. Appropriate maximum height relative to the surrounding area and properties;
2. Visual and aesthetic effects relative to any adjoining properties, as well as effects on light and air flow;
3. The zoning and uses of adjacent properties which may be adversely affected;
4. Effects of the allowed height relative to the existing and/or anticipated infrastructure, i.e. available parking, traffic, access control, drainage, and provision of utilities;
5. The location on the site shall be an important design consideration relative to the maximum height allowed.

B. Heights Greater than Forty-five (45) Feet. For all locations where buildings and/or developments have proposed heights of forty-five (45) feet or greater, the following additional standards shall apply:

1. Planning Commission Approval Required. All proposed heights greater than forty-five (45) feet shall require design review approval by the planning commission following procedures as set forth in this chapter.
2. Mitigation of Impacts to Scale. Where greater heights are proposed, the city may require the provision of amenities intended to mitigate the effects of the greater height with regard to providing a human scale at the street level on the site. The city may require the inclusion of plazas, appropriate landscaping, street oriented objects such as benches, planters, street lights and lamp posts, and other such items as deemed appropriate considering the particular development.
3. Mitigation of Impacts to Infrastructure. Where greater heights are proposed, the city may require the provision of additional measures to mitigate impacts directly related to the increased density of such a building. These may include underground or other structured parking, traffic control devices, street and capital facilities improvements, and other such items as deemed appropriate by the city.
4. Architectural Features Required. Where greater heights are proposed, the city may require the provision of architectural features at the street level, which are sufficient in detail to be compatible with and enhance the pedestrian and vehicle traffic at the scale of the street on which the building is located.

(Ord. 02-12 § 1 (Att. A (part)))