MIDVALE CITY COUNCIL MEETING
AGENDA
May 15, 2018

PUBLIC NOTICE IS HEREBY GIVEN that the Midvale City Council will hold a regular meeting on the 15th day of May 2018 at Midvale City Hall, 7505 South Holden Street, Midvale, Utah as follows:

6:00 PM        UNVEILING OF ART DISPLAY AT BINGHAM JUNCTION PARK
6:30 PM  INFORMATIONAL ITEMS

I. DEPARTMENT REPORTS & CITY MANAGER BUSINESS

7:00 PM        REGULAR MEETING

II. GENERAL BUSINESS
A.  WELCOME AND PLEDGE OF ALLEGIANCE
B.  ROLL CALL
C.  Jordan Valley Water Conservancy District Update on New Water Conservation Opportunities

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

IV. COUNCIL REPORTS
A.  Council Member Paul Glover
B.  Council Member Quinn Sperry
C.  Council Member Bryant Brown
D.  Council Member Paul Hunt
E.  Council Member Dustin Gettel

V. MAYOR REPORT
A.  Mayor Robert Hale

VI. PUBLIC HEARINGS
A.  Public hearing regarding Proposed Property Tax Increase by Jordan Valley Water Conservancy District for Water Services Purposes [Ronald Sperry, Jordan Valley Water Conservancy District]

B.  Consider proposed amendments to the FY2018 General Fund and other funds as necessary [Laurie Harvey, Asst. City Manager/Admin Services Director]
ACTION: Approve Resolution No. 2018-R-24 amending the FY2018 General Fund and other funds as necessary

VII. CONSENT AGENDA
A. Consider Minutes of May 1 & 8, 2018

VIII. ACTION ITEMS
A. Consider Resolution No. 2018-R-25 A Resolution of the City Council of Midvale City, Utah Supporting HB 362, Approved in the 2015 Legislative Session, Authorizing 0.25% Local Option General Sales Tax Dedicated to Transportation, and Supporting the Imposition of that Tax in 2018 per SB 136, Approved in the 2018 Legislative Session [Kane Loader, City Manager]

B. Consider Ordinance No. 2018-O-04 Establishing Temporary Land Use Regulations Regarding the Keeping of Pygmy Goats in Midvale City [Lesley Burns, City Planner]


D. Consider Resolution No. 2018-R-26 Authorizing the Mayor to Sign a Telecommunications Franchise Agreement with MCIMetro Access Transmission Services Corp D/B/A Verizon Access Transmission Services [Lisa Garner, City Attorney]

IX. DISCUSSION ITEMS
A. Review FY2019 proposed Community Development Budget [Brian Berndt, Asst. City Manager/Community Development Director]

B. Review FY2019 proposed Human Resources/City Recorder Budgets and Employee Services Budget [Rori Andreason, H.R. Director/City Recorder]

C. Discuss changes to Tentative Budget [Kane Loader, City Manager and Laurie Harvey, Asst. City Manager/Admin Services Director]

X. ADJOURN

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

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

DATE POSTED: MAY 11, 2018

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

PLEASE SILENCE ALL CELL PHONES DURING THE MEETING
SUBJECT: Midvale City Corporation Resolution No. 2018-R-24
Budget Opening #3 for Fiscal Year 2018

SUBMITTED BY: Laurie Harvey, Assistant City Manager

SUMMARY: Staff proposes amendments to the FY 2018 Budget for the following funds: General Fund, Capital Improvement Projects, Water, Sewer, Storm Water Utility, and Sanitation. These amendments cover new revenues and adjustments in current year operations, including the allocation of salary and benefit adjustments for FY 2018 previously appropriated to a reserve account. The resolution and budget detail are attached.

FISCAL IMPACT:
General Fund – no change to Fund Balance
Capital Projects Fund – no change to Fund Balance
Water Fund – no change to Fund Balance
Storm Water Utility Fund – Reduction of $30,400 in Fund Balance
Sanitation Fund – Reduction of $10,700 in Fund Balance


ATTACHMENTS: Resolution and proposed budget adjustments.

Whereas, Utah State Code, Sections 10-6-109, 10-6-127, and 10-6-128 of the Uniform Fiscal Procedures Act for Utah Cities, requires that increases in appropriations for operating budgets of the General Fund and other funds be made by resolution of the governing body; and

Whereas, the required public notice was properly published in newspapers of general circulation in Salt Lake County; and

Whereas, pursuant to notice, the public hearing was held on the 15th day of May 2018; and

Whereas, in compliance with statutory requirements, Midvale City amends the revenue and appropriation budgets of the following funds: General Fund, Capital Improvement Projects, Water, Sewer, Storm Water Utility, and Sanitation as detailed on the attached schedule:

Now therefore be it resolved, by the Midvale City Council, that the above budget amendments be made for the appropriate budgets for the Fiscal Year ending June 30, 2018.

This resolution shall become effective immediately upon passage thereof.

Passed and adopted by the City Council of Midvale City, State of Utah, this 15th day of May 2018.

__________________________________
Robert M. Hale, Mayor

ATTEST:

____________________________
Rori L. Andreason, MMC
City Recorder

<table>
<thead>
<tr>
<th>Voting by the City Council: “Aye”</th>
<th>“Nay”</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dustin Gettel</td>
<td></td>
</tr>
<tr>
<td>Paul Glover</td>
<td></td>
</tr>
<tr>
<td>Quinn Sperry</td>
<td></td>
</tr>
<tr>
<td>Paul Hunt</td>
<td></td>
</tr>
<tr>
<td>Bryant Brown</td>
<td></td>
</tr>
</tbody>
</table>
## MIDVALE CITY CORPORATION - BUDGET OPENING # 3 - FY 2018

<table>
<thead>
<tr>
<th>Description</th>
<th>Revenue</th>
<th>A/C #</th>
<th>Expenditure</th>
<th>A/C #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allocate reserve for salary adjustments - selectives</td>
<td>$</td>
<td>-</td>
<td>$ (78,000)</td>
<td>10-4152-629-000</td>
</tr>
<tr>
<td>Allocate reserve for salary adjustments - merit</td>
<td></td>
<td></td>
<td>(71,000)</td>
<td>10-4152-627-000</td>
</tr>
<tr>
<td>Allocate reserve for salary adjustments - waiver</td>
<td></td>
<td></td>
<td>(30,000)</td>
<td>10-4152-626-000</td>
</tr>
<tr>
<td>Allocate reserve for salary adjustments - Council</td>
<td></td>
<td></td>
<td>25,000</td>
<td>10-4111-110-000</td>
</tr>
<tr>
<td>Allocate reserve for salary adjustments - Gen Admin</td>
<td></td>
<td></td>
<td>22,000</td>
<td>10-4131-110-000</td>
</tr>
<tr>
<td>Allocate reserve for salary adjustments - Admin Svcs</td>
<td></td>
<td></td>
<td>4,500</td>
<td>10-4140-110-000</td>
</tr>
<tr>
<td>Allocate reserve for salary adjustments - Finance</td>
<td></td>
<td></td>
<td>6,600</td>
<td>10-4141-110-000</td>
</tr>
<tr>
<td>Allocate reserve for salary adjustments - Recorder</td>
<td></td>
<td></td>
<td>1,700</td>
<td>10-4144-110-000</td>
</tr>
<tr>
<td>Allocate reserve for salary adjustments - Legal</td>
<td></td>
<td></td>
<td>28,500</td>
<td>10-4145-110-000</td>
</tr>
<tr>
<td>Allocate reserve for salary adjustments - Bldgs &amp; Grounds</td>
<td></td>
<td></td>
<td>47,500</td>
<td>10-4160-110-000</td>
</tr>
<tr>
<td>Allocate reserve for salary adjustments - Streets</td>
<td></td>
<td></td>
<td>35,500</td>
<td>10-4410-110-000</td>
</tr>
<tr>
<td>Allocate reserve for salary adjustments - PW Admin</td>
<td></td>
<td></td>
<td>4,000</td>
<td>10-4450-110-000</td>
</tr>
<tr>
<td>Allocate reserve for salary adjustments - Parks</td>
<td></td>
<td></td>
<td>8,000</td>
<td>10-4510-110-000</td>
</tr>
<tr>
<td>Allocate reserve for salary adjustments - P&amp;Z</td>
<td></td>
<td></td>
<td>10,600</td>
<td>10-4610-110-000</td>
</tr>
<tr>
<td>Allocate reserve for salary adjustments - Dev Svcs</td>
<td></td>
<td></td>
<td>6,600</td>
<td>10-4620-110-000</td>
</tr>
<tr>
<td>Allocate reserve for salary adjustments - Code Enf</td>
<td></td>
<td></td>
<td>7,000</td>
<td>10-4628-110-000</td>
</tr>
<tr>
<td>Allocate reserve for salary adjustments - Bldg Insp</td>
<td></td>
<td></td>
<td>7,800</td>
<td>10-4640-110-000</td>
</tr>
<tr>
<td>Reclassify contract labor to salaries - Bldgs &amp; Grounds</td>
<td></td>
<td></td>
<td>(36,300)</td>
<td>10-4160-340-000</td>
</tr>
<tr>
<td>Admin fee - Water - share Communications &amp; Purchasing</td>
<td>23,700</td>
<td>10-3490-100-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Admin fee - Sewer - share Communications &amp; Purchasing</td>
<td>10,100</td>
<td>10-3490-150-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Admin fee - Storm - share Communications &amp; Purchasing</td>
<td>10,100</td>
<td>10-3490-200-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Admin fee -Sanitation -share Communications &amp; Purchasing</td>
<td>6,700</td>
<td>10-3490-300-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Allocate reserve for benefits - insurance</td>
<td></td>
<td></td>
<td>(45,000)</td>
<td>10-4152-628-000</td>
</tr>
<tr>
<td>Allocate reserve for benefits - deductible contribution</td>
<td></td>
<td></td>
<td>(54,000)</td>
<td>10-4152-625-000</td>
</tr>
<tr>
<td>Allocate reserve for benefits - Council</td>
<td></td>
<td></td>
<td>12,500</td>
<td>10-4111-130-000</td>
</tr>
<tr>
<td>Allocate reserve for benefits - Gen Admin</td>
<td></td>
<td></td>
<td>34,400</td>
<td>10-4131-130-000</td>
</tr>
<tr>
<td>Allocate reserve for benefits - Finance</td>
<td></td>
<td></td>
<td>12,700</td>
<td>10-4141-130-000</td>
</tr>
<tr>
<td>Allocate reserve for benefits - Legal</td>
<td></td>
<td></td>
<td>13,500</td>
<td>10-4145-130-000</td>
</tr>
<tr>
<td>Allocate reserve for benefits - Buildings &amp; grounds</td>
<td></td>
<td></td>
<td>32,500</td>
<td>10-4160-130-000</td>
</tr>
<tr>
<td>Description</td>
<td>Revenue</td>
<td>A/C #</td>
<td>Expenditure</td>
<td>A/C #</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
<td>---------</td>
<td>------------------------------------</td>
<td>-------------</td>
<td>------------------------------------</td>
</tr>
<tr>
<td>Allocate reserve for benefits - Streets</td>
<td>27,900</td>
<td>10-4410-130-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Allocate reserve for benefits - PW Admin</td>
<td>1,700</td>
<td>10-4450-130-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Allocate reserve for benefits - Planning &amp; Zoning</td>
<td>6,700</td>
<td>10-4610-130-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Allocate reserve for benefits - Code Enforcement</td>
<td>8,000</td>
<td>10-4628-130-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Allocate reserve for benefits - Bldg inspections</td>
<td>9,100</td>
<td>10-4640-130-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Allocate reserve for benefits - IT</td>
<td>(9,400)</td>
<td>10-4136-130-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase sales tax revenue estimate</td>
<td>150,000</td>
<td>10-3130-000-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase professional services - Council</td>
<td>45,000</td>
<td>10-4111-310-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decrease election costs - Recorder</td>
<td>(15,100)</td>
<td>10-4144-480-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase legal defender - Legal</td>
<td>10,000</td>
<td>10-4145-310-400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase entertainment - Harvest Days</td>
<td>3,000</td>
<td>10-4155-315-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase UPD contract - Public Safety</td>
<td>36,600</td>
<td>10-4215-311-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decrease Public Safety salaries</td>
<td>(21,500)</td>
<td>10-4215-110-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase repayment to RDA</td>
<td>110,000</td>
<td>10-4830-910-400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decrease Code Enf professional services - graffiti to PW</td>
<td>(8,000)</td>
<td>10-4628-310-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decrease Finance professional services - audit fee</td>
<td>(10,000)</td>
<td>10-4141-310-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase software for Qualtrics program</td>
<td>10,000</td>
<td>10-4136-480-200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decrease professional services - Intergovernmental</td>
<td>(5,000)</td>
<td>10-4151-310-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decrease Loss Contingency - Interdepartmental</td>
<td>(5,000)</td>
<td>10-4150-520-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase office equipment for computer - P&amp;Z</td>
<td>7,500</td>
<td>10-4610-740-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decrease Unemployment insur - Employee Services</td>
<td>(7,500)</td>
<td>10-4152-510-100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SL County transportation funds- County grant</td>
<td>1,500,000</td>
<td>10-3340-000-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CIP pass through for BJ Blvd</td>
<td></td>
<td></td>
<td>1,500,000</td>
<td>10-4830-910-105</td>
</tr>
<tr>
<td><strong>TOTAL GENERAL FUND</strong></td>
<td>$ 1,700,600</td>
<td></td>
<td>$ 1,700,600</td>
<td></td>
</tr>
</tbody>
</table>
### CAPITAL IMPROVEMENT PROJECTS FUND

<table>
<thead>
<tr>
<th>Description</th>
<th>Revenue</th>
<th>A/C #</th>
<th>Expenditure</th>
<th>A/C #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crosswalk improvements</td>
<td>$</td>
<td>-</td>
<td>$ 60,000</td>
<td>41-4983-718-007</td>
</tr>
<tr>
<td>Millennial Way</td>
<td></td>
<td></td>
<td>10,000</td>
<td>41-4983-718-003</td>
</tr>
<tr>
<td>Community Center/Park/Cemetery</td>
<td></td>
<td></td>
<td>50,000</td>
<td>41-4983-718-006</td>
</tr>
<tr>
<td>JR Trail extension</td>
<td></td>
<td></td>
<td>15,000</td>
<td>41-4983-718-002</td>
</tr>
<tr>
<td>Unallocated funds</td>
<td></td>
<td></td>
<td>(60,000)</td>
<td>41-4983-750-999</td>
</tr>
<tr>
<td>Cemetery expansion - transfer to Community Center project</td>
<td></td>
<td></td>
<td>(50,000)</td>
<td>41-4983-710-007</td>
</tr>
<tr>
<td>Open Space acquisition - transfer to JR Trail extension</td>
<td></td>
<td></td>
<td>(15,000)</td>
<td>41-4983-718-005</td>
</tr>
<tr>
<td>Normandy Way - transfer to Millennial Way</td>
<td></td>
<td></td>
<td>(10,000)</td>
<td>41-4983-718-003</td>
</tr>
<tr>
<td>Transfer from GF - County transportation grant</td>
<td></td>
<td></td>
<td>1,500,000</td>
<td>41-3840-000-000</td>
</tr>
<tr>
<td>Bingham Junction development - BJ Blvd</td>
<td></td>
<td></td>
<td>1,500,000</td>
<td>41-4983-750-963</td>
</tr>
<tr>
<td><strong>TOTAL CAPITAL IMPROVEMENT PROJ FUND</strong></td>
<td>$ 1,500,000</td>
<td></td>
<td>$ 1,500,000</td>
<td></td>
</tr>
</tbody>
</table>

### WATER FUND

<table>
<thead>
<tr>
<th>Description</th>
<th>Revenue</th>
<th>A/C #</th>
<th>Expenditure</th>
<th>A/C #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proceeds from bond issuance</td>
<td>$ 3,944,900</td>
<td>51-3670-000-000</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Bond issuance costs</td>
<td></td>
<td></td>
<td>94,900</td>
<td>51-5100-815-000</td>
</tr>
<tr>
<td>Capital projects - JVWCD pipeline connections</td>
<td></td>
<td></td>
<td>1,200,000</td>
<td>51-5100-791-001</td>
</tr>
<tr>
<td>Capital projects - UJ retail area meter swaps</td>
<td></td>
<td></td>
<td>200,000</td>
<td>51-5100-791-002</td>
</tr>
<tr>
<td>Capital projects - Fixed read system</td>
<td></td>
<td></td>
<td>150,000</td>
<td>51-5100-791-003</td>
</tr>
<tr>
<td>Capital projects - 2018 Bond waterline projects</td>
<td></td>
<td></td>
<td>2,300,000</td>
<td>51-5100-791-004</td>
</tr>
<tr>
<td>Water connection fees</td>
<td></td>
<td></td>
<td>23,700</td>
<td>51-3710-000-000</td>
</tr>
<tr>
<td>Administrative fee - share of Comm &amp; Purch positions</td>
<td></td>
<td></td>
<td>23,700</td>
<td>51-5100-311-000</td>
</tr>
<tr>
<td><strong>TOTAL WATER FUND</strong></td>
<td>$ 3,968,600</td>
<td></td>
<td>$ 3,968,600</td>
<td></td>
</tr>
</tbody>
</table>
## MIDVALE CITY CORPORATION - BUDGET OPENING # 3 - FY 2018

### SEWER FUND

<table>
<thead>
<tr>
<th>Description</th>
<th>Revenue</th>
<th>A/C #</th>
<th>Expenditure</th>
<th>A/C #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proceeds from bond issuance</td>
<td>$ 2,612,400</td>
<td>52-3670-000-000</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Bond issuance costs</td>
<td>62,400</td>
<td>52-5200-815-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital projects - 2018 Bond sewer line projects</td>
<td>850,000</td>
<td>52-5200-791-001</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital projects - SVWRF grit/phosphorous removal</td>
<td>1,700,000</td>
<td>52-5200-791-002</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase estimated sewer connection fees</td>
<td>50,100</td>
<td>52-3710-100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase salaries</td>
<td>15,000</td>
<td>52-5200-110-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase benefits</td>
<td>25,000</td>
<td>52-5200-130-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Admin fee - share of Comm &amp; Purch positions</td>
<td>10,100</td>
<td>52-5200-311-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL SEWER FUND</strong></td>
<td><strong>$ 2,662,500</strong></td>
<td></td>
<td><strong>$ 2,662,500</strong></td>
<td></td>
</tr>
</tbody>
</table>

### STORM WATER UTILITY FUND

<table>
<thead>
<tr>
<th>Description</th>
<th>Revenue</th>
<th>A/C #</th>
<th>Expenditure</th>
<th>A/C #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admin fee - share of Comm &amp; Purch positions</td>
<td>$ 10,100</td>
<td>54-5400-311-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase salaries</td>
<td>9,000</td>
<td>54-5400-110-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase overtime</td>
<td>8,000</td>
<td>54-5400-113-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase benefits</td>
<td>40,300</td>
<td>54-5400-130-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase interest revenue</td>
<td>5,000</td>
<td>54-3610-000-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase user fees</td>
<td>32,000</td>
<td>54-3710-000-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase contribution from Fund Balance</td>
<td>30,400</td>
<td>54-3880-000-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL STORM WATER UTILITY FUND</strong></td>
<td><strong>$ 67,400</strong></td>
<td></td>
<td><strong>$ 67,400</strong></td>
<td></td>
</tr>
</tbody>
</table>
## MIDVALE CITY CORPORATION - BUDGET OPENING # 3 - FY 2018

<table>
<thead>
<tr>
<th>Description</th>
<th>Revenue</th>
<th>A/C #</th>
<th>Expenditure</th>
<th>A/C #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admin fee - share of Comm &amp; Purch positions</td>
<td>$</td>
<td>-</td>
<td>$ 6,700</td>
<td>57-5700-311-000</td>
</tr>
<tr>
<td>Increase waste disposal costs</td>
<td></td>
<td></td>
<td>12,000</td>
<td>57-5700-460-900</td>
</tr>
<tr>
<td>Increase estimated interest revenue</td>
<td>2,000</td>
<td>57-3610-000-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Increase estimated dumpster rental fees</td>
<td>6,000</td>
<td>57-3620-000-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contribution from Fund Balance</td>
<td>10,700</td>
<td>57-3880-000-000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL SANITATION FUND</strong></td>
<td>$18,700</td>
<td></td>
<td>$18,700</td>
<td></td>
</tr>
</tbody>
</table>
Mayor Hale called the meeting to order at 6:35 p.m.

I. INFORMATIONAL ITEMS
A. DEPARTMENT REPORTS

Chief Randy Thomas said he received an email from a resident that owns a business in Midvale. He thanked the UPD for all their work concerning the homeless and drug activity. The shelter resource officers have done a great job at cleaning up these issues. He reported on the opioid drug take back program. There were many people that brought in their old prescriptions. They collected 136 pounds of the expired prescriptions and take back drugs. They attended an annual gang conference where they learned a lot on how to deal with these issues. There was a large-scale DEA operation valley wide where they took down nine houses. One of those houses was in Midvale, which was vacant. They followed the suspects into the vacant house and did a large drug bust with 23 arrests. He said Sergeant Norton and his crew are working on the river clean-up project. They have found a lot of homeless camps, trash, and drug needles.

Chief Brad Larson reported that UFA is currently going through the budget process. They just finished the Captain’s exam test and 29 out of 60 candidates made it to the second phase. They are currently prepping and training for the wild land season, and working with the State of Utah. The UFA safety message is on how to use an AED, which is an automated external defibrillator. The instructions are very user friendly. The UFA run data for March at Station 125 had a total of 160 calls, Station 126 had a total of 112 calls for the month of March. The calls consisted of medical, fire, false alarms, and traffic.
Proceedings of City Council Meeting
May 1, 2018

Laurie Harvey stated she attended the UIA Board meeting where they reviewed their tentative budget. They approved a parameters resolution for an issuance of bonds. The parameters resolution was for $13 million dollars; however, they don’t plan on issuing that much. They have an agreement with Layton City whereby Layton City will issue $5 million dollars in bonds to buildout the rest of their city. Layton City is pledging their franchise fees as a backdrop for that. Orem City is also interested in issuing bonds. She also attended an Animal Control Advisory Board Meeting. They talked about having the same ordinances for all the service areas. They will be working on that. They discussed their budget which is now based on a cost per citizen. The advisory meeting board will be meeting every month.

Matt Dahl said the art has been installed at Bingham Junction Park. It is an entry feature into the park. On May 15th there will be unveiling of it. There will be another second open house for the Main Street Project on May 9th. This will be marketed through social media and an email list. He is hoping to have good attendance for this.

Larry Wright said the contract with Ace Disposal has been extended for another two years. There have been issues with the new bulky waste program where residents are having non-compliant piles of debris with items that cannot be taken, along with non-bundled piles of branches. Ace disposal leaves a notice as to why the items were not picked up.

Council Member Brown asked about the status of Grant Street. Mr. Wright said he is trying to get it done as fast as they can, probably within a couple of the months it should be done.

Rori Andreason discussed current job openings. She said the Open Enrollment meetings will be held June 6, 2018.

II. CITY MANAGER’S REPORT
Kane Loader said he received paperwork on the TIGER grant, which is the funding for the crosswalk on Center Street. That project should be moving forward. He said Council Member Glover asked about the Employees Association having the opportunity to meet with the Council. He discussed a few options to make this happen. The Council said having them come to a workshop would be preferred. He discussed Senate Bill 136, authorization to add a quarter cent sales tax for the purpose of transportation. He said he would bring this to the Council to discuss next week in the workshop. He recognized Senator Brian Zehnder, who was present and said he would give him time to speak. He expressed his appreciation for what Senator Zehnder did for the City during the legislative session.

III. GENERAL BUSINESS
A. Welcome and Pledge of Allegiance

B. Roll Call - Council Members Paul Hunt, Quinn Sperry, Paul Glover, and Dustin Gettel were present at roll call. Council Member Bryant Brown was excused.

IV. PUBLIC COMMENTS
Sophia Hawes-Tingey said she was very thankful that this very old street (Grant Street) is being taken care of. She reminded those in attendance that the Community Council is meeting tomorrow evening. The topic will be discussing lead safe housing, and detoxing your home.
Senator Brian Zehnder said he would like to get to know the residents and Council because he is eager to serve.

Keith Maddox said his five-year old daughter was diagnosed with a very rare disease. He has formed a non-profit foundation called A Hope for Melas. His proposal is to host an event on June 30th at the City park from 9 am to 4 pm for a fund raiser for their foundation. The Council approved of the use of the City Park for this event.

V. COUNCIL REPORTS
   A. Council Member Paul Glover – said the mosquitos are starting to come out. He recommended removing any standing water in yards.
   
   B. Council Member Quinn Sperry – asked when the meter station would be done on 1000 East. Kane Loader said it should be done by the end of this month.

   Council Member Quinn Sperry asked about the ordinance for the emergency preparedness. Lisa Garber said it would be discussed next week. He said he would be out of town next week but is ok with her proceeding without him.

   C. Council Member Bryant Brown – Excused.

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

   E. Council Member Dustin Gettel – said the land use workshop at the ULCT conference was the best workshop for him. He has received inquiries from residents on the avenues reporting an increase in crime activity or just a steady flow of criminal activity. The same resident said there seems to be a lot of trash that needs to be cleaned up. He also said a resident on Pioneer Street contacted him regarding what the ordinance says about tow trucks.

   Kane Loader said the truck in question cannot be parked there. The police have contacted the owner of the truck and informed him of such. He said to have the neighbors contact the City when they see the truck and the police will be contacted. The curb at that residence is painted red.

VI. MAYOR REPORT
   Mayor Robert Hale – said this has been one of the busiest two weeks in the Mayor’s life. He welcomed Kane back from being ill. He thanked Laurie Harvey for filling in so well in his absence. He said the Harvest Days Committee has begun meeting. There was a bond signing. Midvale hosted a Conference of Mayors with a lot of help from the staff. A meeting was held regarding CDBG funds. These are federal funds for social agencies and infrastructure. The funding went to The Life Start Village, Crisis nursery, and the street work close to Copperview Rec Center. The Canyons School District had a Gala Fund Raiser in which council members and staff attended. He went on a tour of UFA stations that need to be rebuilt or torn down and rebuilt. He participated in the Comcast Care Days and there was a lot of community participation. He also attended the ULCT Conference which had many informative workshops.
MOTION: Council Member Paul Glover MOVED to open a public hearing. The motion was SECONDED by Council Member Quinn Sperry. Mayor Hale called for discussion on the motion. There being none the he called for a vote. The motion passed unanimously

VII. PUBLIC HEARING
A. CONSIDER ADOPTION OF THE MIDVALE CITY FISCAL YEAR 2019 TENTATIVE BUDGET BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019

Laurie Harvey said as we go through the process of adopting the FY 2019 budgets, there are several steps that the City Council are required to take to be compliant with state statute.

1. UCA 10-6-111(1) requires the Budget Officer to present a tentative budget for each fund within the City. The budgets must be submitted no later than the first regularly scheduled meeting in May. Budgets will be presented for each fund on Tuesday, May 1st. At that time, the Council will be briefed on the FY 2019 revenue estimates, provide a brief overview of the expenditures, and present budget highlights along with any proposed program changes.

2. UCA 10-6-111(3) further requires the City Council to adopt the tentative budget at this meeting. The Council will then review and amend, if necessary, the budgets prior to their final adoption. During the next several weeks, staff will be discussing the detail of each department budget with the Council.

3. As a reminder, the purpose of a tentative budget is to have a working tool from which we can start the formal adoption process. The budget document can be amended prior to final adoption in June. At the time of final adoption, all the City’s budgets must be balanced, meaning that expenditures must equal revenues.

FISCAL IMPACT: The tentative budget provides a starting point for discussion of the budget for Fiscal Year 2019 prior to final approval.

Midvale City FY2018-2019 Tentative Budget
Management’s Recommendations

Midvale City Funds
- Governmental Funds
  - General Fund
  - Capital Improvement Projects
- Enterprise Funds
  - Water
  - Sewer
  - Storm Water
  - Street Lighting
  - Sanitation

Telecommunications
- Internal Service Funds
  - Fleet
Proceedings of City Council Meeting
May 1, 2018

- Information Technology
- **Special Revenue Funds**
  - Redevelopment Agency
  - Municipal Building Authority

**General Fund**
Fiscal Year 2017-2018 Surplus and General Fund “Fund Balance”

**FY2018 Surplus – Revenue side**
- April 2018 estimated revenue in excess of budget: **$430,000**
  - Sales tax $42,100
  - Property taxes 279,300
  - B&C Road funds 54,900
  - Permits/licenses 108,100
  - Other (54,400)

**FY2018 Surplus – Revenue side**
- April 2018 estimate $134,400
  - Salaries and benefits $22,000
  - Other (all departments) 112,400
  - Total $134,400

**FY2018 Estimated “Fund Balance”**
Aka Rainy Day Fund
- Balance 6/30/2017 $3.78 million
- FY 2018 surplus – revenue side .43 million
- FY 2018 surplus – expenditure side .13 million
- Balance 6/30/2018 $4.34 million

**FY 2018 Estimated “Fund Balance”**
Aka Rainy Day Fund
General Fund FY2019 Tentative Budget

FY2019 General Fund Projected Revenue

<table>
<thead>
<tr>
<th>Description</th>
<th>FY2018 Est</th>
<th>FY2019 Bud</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales tax</td>
<td>7,414,100</td>
<td>7,710,600</td>
<td>296,500</td>
</tr>
<tr>
<td>Property taxes</td>
<td>3,088,500</td>
<td>3,109,000</td>
<td>20,500</td>
</tr>
<tr>
<td>Other taxes</td>
<td>2,767,000</td>
<td>2,735,000</td>
<td>(32,000)</td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>2,313,500</td>
<td>2,499,000</td>
<td>185,500</td>
</tr>
<tr>
<td>Charges for services</td>
<td>1,846,800</td>
<td>1,907,300</td>
<td>60,500</td>
</tr>
<tr>
<td>Court Revenue</td>
<td>1,049,000</td>
<td>1,050,000</td>
<td>1,000</td>
</tr>
<tr>
<td>Licenses/permits/other</td>
<td>1,266,100</td>
<td>741,600</td>
<td>(524,500)</td>
</tr>
<tr>
<td>Total</td>
<td>19,745,000</td>
<td>19,752,500</td>
<td>7,500</td>
</tr>
</tbody>
</table>

Detailed review of departmental budgets:
- Administration, Admin Svcs, Legal May 1
- Public Works, Engineering, CIP May 8
- Community Development, HR May 15

Capital Improvement Projects Fund

FY2019 Tentative Budget

Capital Projects FY2019
- Curb/gutter/sidewalk replacement $ 100,000
- Pavement management 300,000
- Park/Cemetery/Community Center 400,000
- Traffic calming devices 60,000
- City Housing Fund 50,000
- Open Space acquisitions 20,000
Proceedings of City Council Meeting
May 1, 2018

• Crosswalk improvements 30,000
• Street lighting – Angel Street 40,000
• Christmas decorations 30,000
Total $1,030,000

2017 Road Bond Projects ($9 million)
• $6 million project for major road upgrades
  • Remove/replace select sections of curb/gutter/sidewalk
  • Removal of trees in park strip causing alignment/grade issues
  • Surface treatment (mill/overlay, slurry seal, crack seal)
• $3 million for road upgrades adding curb/gutter/sidewalk
  • 13 identified areas
  • Phased over three years – FY 2017 – FY 2019

Water Utility Fund FY2019 Budget

<table>
<thead>
<tr>
<th>FY2019 Water Fund Projected Revenue</th>
<th>FY2018 Estimated</th>
<th>FY2019 Budget</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water base/consumption</td>
<td>4,550,000</td>
<td>4,817,000</td>
<td>267,000</td>
</tr>
<tr>
<td>Other user charges</td>
<td>172,500</td>
<td>173,000</td>
<td>500</td>
</tr>
<tr>
<td>IRS subsidy for BABS</td>
<td>111,200</td>
<td>111,000</td>
<td>(200)</td>
</tr>
<tr>
<td>Other revenue</td>
<td>23,000</td>
<td>21,000</td>
<td>(2,000)</td>
</tr>
<tr>
<td>Total</td>
<td>4,856,700</td>
<td>5,122,000</td>
<td>265,300</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FY2019 Water Fund Proposed Expenditures</th>
<th>FY2018 Estimated</th>
<th>FY2019 Budget</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal services</td>
<td>893,000</td>
<td>858,000</td>
<td>(35,000)</td>
</tr>
<tr>
<td>Administration</td>
<td>803,000</td>
<td>758,500</td>
<td>(44,500)</td>
</tr>
<tr>
<td>Water Supply costs</td>
<td>1,070,500</td>
<td>1,174,500</td>
<td>104,000</td>
</tr>
<tr>
<td>Debt service</td>
<td>1,339,500</td>
<td>1,564,500</td>
<td>225,000</td>
</tr>
<tr>
<td>Capital expenditures</td>
<td>1,402,200</td>
<td>500,000</td>
<td>(902,200)</td>
</tr>
<tr>
<td>Total</td>
<td>5,508,200</td>
<td>4,855,500</td>
<td>(652,700)</td>
</tr>
</tbody>
</table>
Water Utility Service Areas

Water Utility Fund 2019 Highlights
- 7% rate increase – Service Area 1
  - Approximately $22 per year for average residential user
- 3% rate increase – Service Area 2
  - Approximately $16 per year for average residential user
- 5% rate decrease – Service Area 3
  - Approximately $(14) per year for average residential user
- Connection of 560 Jordan Valley Water Conservancy District retail customers (Bond)
- Waterline replacement ahead of major road work (Bond)
- Fixed read metering system (Bond)

Ongoing maintenance of distribution system lines
Water Rate Comparisons

<table>
<thead>
<tr>
<th>Rate Comparison</th>
<th>Off-Peak</th>
<th>Peak</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gallons Used</td>
<td>9,000</td>
<td>30,000</td>
</tr>
<tr>
<td>Draper</td>
<td>207.52</td>
<td>54.42</td>
</tr>
<tr>
<td>Salt Lake County</td>
<td>193.98</td>
<td>82.54</td>
</tr>
<tr>
<td>Riverton</td>
<td>155.99</td>
<td>36.94</td>
</tr>
<tr>
<td>Salt Lake City</td>
<td>144.32</td>
<td>61.51</td>
</tr>
<tr>
<td>South Jordan</td>
<td>141.25</td>
<td>50.27</td>
</tr>
<tr>
<td>Herriman</td>
<td>133.49</td>
<td>43.44</td>
</tr>
<tr>
<td>Sandy - SLC Residents</td>
<td>129.26</td>
<td>37.12</td>
</tr>
<tr>
<td>Bluffdale</td>
<td>126.60</td>
<td>33.60</td>
</tr>
<tr>
<td>West Jordan</td>
<td>119.91</td>
<td>40.54</td>
</tr>
<tr>
<td>Sandy</td>
<td>111.27</td>
<td>30.33</td>
</tr>
<tr>
<td>Midvale - SA #3</td>
<td>111.05</td>
<td>33.28</td>
</tr>
<tr>
<td>Midvale - SA #2</td>
<td>107.43</td>
<td>32.03</td>
</tr>
<tr>
<td>Midvale - SA #1</td>
<td>93.83</td>
<td>27.23</td>
</tr>
<tr>
<td>Jordan Valley</td>
<td>93.03</td>
<td>19.83</td>
</tr>
<tr>
<td>South Salt Lake</td>
<td>91.25</td>
<td>22.00</td>
</tr>
<tr>
<td>Murray</td>
<td>76.48</td>
<td>17.93</td>
</tr>
</tbody>
</table>

Sewer Utility Fund FY2019 Budget

FY2019 Sewer Fund Projected Revenue

<table>
<thead>
<tr>
<th>Description</th>
<th>FY2018 Estimated</th>
<th>FY2019 Budget</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sewer base/usage</td>
<td>2,169,000</td>
<td>2,291,400</td>
<td>122,400</td>
</tr>
<tr>
<td>Other user charges</td>
<td>68,300</td>
<td>61,000</td>
<td>(7,300)</td>
</tr>
<tr>
<td>Other revenue</td>
<td>2,900</td>
<td>22,500</td>
<td>19,600</td>
</tr>
<tr>
<td>Total</td>
<td>2,240,200</td>
<td>2,374,900</td>
<td>134,700</td>
</tr>
</tbody>
</table>

FY2019 Sewer Fund Proposed Expenditures

<table>
<thead>
<tr>
<th>Description</th>
<th>FY2018 Estimated</th>
<th>FY2019 Budget</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Services</td>
<td>308,000</td>
<td>375,500</td>
<td>67,500</td>
</tr>
<tr>
<td>Administration</td>
<td>372,500</td>
<td>409,900</td>
<td>37,400</td>
</tr>
<tr>
<td>System operations cost</td>
<td>877,000</td>
<td>1,039,500</td>
<td>162,500</td>
</tr>
<tr>
<td>Debt service</td>
<td>191,500</td>
<td>345,900</td>
<td>154,400</td>
</tr>
<tr>
<td>Capital expenditures</td>
<td>100,000</td>
<td>130,000</td>
<td>30,000</td>
</tr>
<tr>
<td>Total</td>
<td>1,849,000</td>
<td>2,300,800</td>
<td>451,800</td>
</tr>
</tbody>
</table>

Sewer Utility Fund 2019 Highlights

- 3% rate increase – System-wide
  - Approximately $14 per year for average residential user
- Upgrades coming to South Valley Water Reclamation Facility
  - Grit and phosphorus removal (Bond)
- Maintenance of infrastructure (Bond)
- Adding one full-time employee
### Sewer Rate comparisons

<table>
<thead>
<tr>
<th>Gallons Used</th>
<th>Rate Comparison</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>South Salt Lake</td>
<td>45.00</td>
<td></td>
</tr>
<tr>
<td><strong>Midvale</strong></td>
<td><strong>39.90</strong></td>
<td></td>
</tr>
<tr>
<td>West Jordan</td>
<td>29.69</td>
<td></td>
</tr>
<tr>
<td>Murray</td>
<td>29.26</td>
<td></td>
</tr>
<tr>
<td>South Valley Sewer Dist</td>
<td>25.00</td>
<td></td>
</tr>
<tr>
<td>Granger-Hunter</td>
<td>24.50</td>
<td></td>
</tr>
<tr>
<td>Salt Lake City</td>
<td>23.85</td>
<td></td>
</tr>
<tr>
<td>Cottonwood Imp Dist</td>
<td>20.00</td>
<td></td>
</tr>
<tr>
<td>Midvalley Imp Dist</td>
<td>18.20</td>
<td></td>
</tr>
<tr>
<td>Sandy Suburban Imp Dist</td>
<td>15.04</td>
<td></td>
</tr>
</tbody>
</table>

### Storm Water Utility Fund FY2019 Budget

#### FY2019 Storm Water Fund Projected Revenue

<table>
<thead>
<tr>
<th>Description</th>
<th>FY2018 Estimated</th>
<th>FY2019 Budget</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>User Fees</td>
<td>1,729,000</td>
<td>1,742,000</td>
<td>13,000</td>
</tr>
<tr>
<td>Other user charges</td>
<td>6,500</td>
<td>3,000</td>
<td>-3,500</td>
</tr>
<tr>
<td>Facility use (other funds)</td>
<td>84,000</td>
<td>84,000</td>
<td>0</td>
</tr>
<tr>
<td>Other revenue</td>
<td>8,900</td>
<td>14,000</td>
<td>5,100</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,828,400</strong></td>
<td><strong>1,843,000</strong></td>
<td><strong>14,600</strong></td>
</tr>
</tbody>
</table>

#### FY2019 Storm Water Fund Proposed Expenditures

<table>
<thead>
<tr>
<th>Description</th>
<th>FY2018 Estimated</th>
<th>FY2019 Budget</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal services</td>
<td>689,000</td>
<td>707,000</td>
<td>18,000</td>
</tr>
<tr>
<td>Administration</td>
<td>375,500</td>
<td>407,600</td>
<td>31,100</td>
</tr>
<tr>
<td>System operations cost</td>
<td>115,200</td>
<td>164,300</td>
<td>49,100</td>
</tr>
<tr>
<td>Debt service</td>
<td>447,000</td>
<td>446,700</td>
<td>-300</td>
</tr>
<tr>
<td>Capital expenditures</td>
<td>500,000</td>
<td>100,000</td>
<td>-400,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2,127,700</strong></td>
<td><strong>1,825,600</strong></td>
<td><strong>-302,100</strong></td>
</tr>
</tbody>
</table>

### Storm Water Utility Fund 2019 Highlights

- No rate increases
- Ongoing capital maintenance of $100,000 per year
- Adding one full-time employee
Storm Water Rate Comparisons

<table>
<thead>
<tr>
<th>City</th>
<th>Charge/ERU</th>
</tr>
</thead>
<tbody>
<tr>
<td>Draper</td>
<td>9.00</td>
</tr>
<tr>
<td>Midvale</td>
<td>8.00</td>
</tr>
<tr>
<td>South Jordan</td>
<td>7.15</td>
</tr>
<tr>
<td>Sandy</td>
<td>6.00</td>
</tr>
<tr>
<td>Riverton</td>
<td>6.00</td>
</tr>
<tr>
<td>Bluffdale</td>
<td>5.00</td>
</tr>
<tr>
<td>West Jordan</td>
<td>4.50</td>
</tr>
<tr>
<td>Murray</td>
<td>4.65</td>
</tr>
<tr>
<td>West Valley City</td>
<td>4.00</td>
</tr>
</tbody>
</table>

Street Lighting Fund FY2019 Budget

### FY2019 Street Lighting Fund Projected Revenue

<table>
<thead>
<tr>
<th>Description</th>
<th>FY2018 Estimated</th>
<th>FY2019 Budget</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>User fees</td>
<td>378,400</td>
<td>380,000</td>
<td>1,600</td>
</tr>
<tr>
<td>Other user charges</td>
<td>1,900</td>
<td>2,000</td>
<td>100</td>
</tr>
<tr>
<td>Other revenue</td>
<td>200</td>
<td>1,500</td>
<td>1,300</td>
</tr>
<tr>
<td>Total</td>
<td>380,500</td>
<td>383,500</td>
<td>3,000</td>
</tr>
</tbody>
</table>

### FY2019 Street Lighting Fund Proposed Expenditures

<table>
<thead>
<tr>
<th>Description</th>
<th>FY2018 Estimated</th>
<th>FY2019 Budget</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal services</td>
<td>7,700</td>
<td>7,700</td>
<td>-</td>
</tr>
<tr>
<td>Administration</td>
<td>50,500</td>
<td>54,100</td>
<td>3,600</td>
</tr>
<tr>
<td>System operations cost</td>
<td>106,000</td>
<td>120,000</td>
<td>14,000</td>
</tr>
<tr>
<td>Debt service</td>
<td>211,000</td>
<td>211,000</td>
<td>-</td>
</tr>
<tr>
<td>Total</td>
<td>375,200</td>
<td>392,800</td>
<td>17,600</td>
</tr>
</tbody>
</table>

Street Lighting Fund 2019 Highlights

- No rate increases

Sanitation Fund FY2019 Budget

<table>
<thead>
<tr>
<th>Description</th>
<th>FY2018 Estimated</th>
<th>FY2019 Budget</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>User fees</td>
<td>933,000</td>
<td>1,030,000</td>
<td>97,000</td>
</tr>
<tr>
<td>Other user charges</td>
<td>5,700</td>
<td>5,000</td>
<td>(700)</td>
</tr>
<tr>
<td>Other revenue</td>
<td>16,200</td>
<td>12,000</td>
<td>(4,200)</td>
</tr>
<tr>
<td>Total</td>
<td>954,900</td>
<td>1,047,000</td>
<td>92,100</td>
</tr>
</tbody>
</table>
FY2019 Sanitation Fund Proposed Expenditures

<table>
<thead>
<tr>
<th>Description</th>
<th>FY2018 Estimated</th>
<th>FY2019 Budget</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal services</td>
<td>17,000</td>
<td>18,000</td>
<td>1,000</td>
</tr>
<tr>
<td>Administration</td>
<td>79,300</td>
<td>79,300</td>
<td>-</td>
</tr>
<tr>
<td>System operation cost</td>
<td>911,000</td>
<td>990,000</td>
<td>79,000</td>
</tr>
<tr>
<td>Total</td>
<td>1,007,300</td>
<td>1,087,300</td>
<td>80,000</td>
</tr>
</tbody>
</table>

Sanitation Fund 2019 Highlights
- Rate increase of 10%
  - $13 per year for a residence with 1 trash can
- Monthly bulky waste program implemented April 2018
  - Eliminates spring and fall bulky waste pickup
  - Eliminates separate leaf bag pickup

Garbage Rate Comparisons

<table>
<thead>
<tr>
<th>City</th>
<th>Basic + addtl G &amp; R</th>
<th>Basic (G &amp; R)</th>
<th>Addtl Gar</th>
<th>Addtl Recy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Draper</td>
<td>27.50</td>
<td>15.00</td>
<td>10.00</td>
<td>2.50</td>
</tr>
<tr>
<td>West Valley City</td>
<td>26.50</td>
<td>14.50</td>
<td>9.00</td>
<td>3.00</td>
</tr>
<tr>
<td>Murray</td>
<td>30.25</td>
<td>14.00</td>
<td>8.25</td>
<td>8.00</td>
</tr>
<tr>
<td>Salt Lake City</td>
<td>34.50</td>
<td>13.75</td>
<td>13.75</td>
<td>7.00</td>
</tr>
<tr>
<td>Bluffdale</td>
<td>26.75</td>
<td>13.75</td>
<td>10.00</td>
<td>3.00</td>
</tr>
<tr>
<td>South Jordan</td>
<td>25.75</td>
<td>13.50</td>
<td>8.45</td>
<td>3.80</td>
</tr>
<tr>
<td>Sandy</td>
<td>24.45</td>
<td>13.45</td>
<td>5.50</td>
<td>5.50</td>
</tr>
<tr>
<td>West Jordan</td>
<td>27.62</td>
<td>12.83</td>
<td>9.86</td>
<td>4.93</td>
</tr>
<tr>
<td>Midvale</td>
<td>20.47</td>
<td>11.73</td>
<td>8.75</td>
<td>-</td>
</tr>
<tr>
<td>South Salt Lake</td>
<td>30.00</td>
<td>10.00</td>
<td>10.00</td>
<td>10.00</td>
</tr>
<tr>
<td>Riverton</td>
<td>6.00</td>
<td>1.00</td>
<td>5.00</td>
<td>-</td>
</tr>
</tbody>
</table>

Telecommunications Fund FY2019 Budget

FY2019 Telecommunications Fund Projected Revenue

<table>
<thead>
<tr>
<th>Description</th>
<th>FY2018 Estimated</th>
<th>FY2019 Budget</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>User fees</td>
<td>22,400</td>
<td>27,000</td>
<td>4,600</td>
</tr>
<tr>
<td>Transfer from Gen Fund</td>
<td>850,000</td>
<td>850,000</td>
<td>-</td>
</tr>
<tr>
<td>Other revenue</td>
<td>17,200</td>
<td>20,300</td>
<td>3,100</td>
</tr>
<tr>
<td>Total</td>
<td>889,600</td>
<td>897,300</td>
<td>7,700</td>
</tr>
</tbody>
</table>

FY2019 Telecommunications Fund Proposed Expenditures

<table>
<thead>
<tr>
<th>Description</th>
<th>FY2018 Estimated</th>
<th>FY2019 Budget</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>UTOPIA pledge payment</td>
<td>860,000</td>
<td>880,000</td>
<td>20,000</td>
</tr>
<tr>
<td>CUE payments to UTOPIA</td>
<td>21,500</td>
<td>25,700</td>
<td>4,200</td>
</tr>
<tr>
<td>Total</td>
<td>881,500</td>
<td>905,700</td>
<td>24,200</td>
</tr>
</tbody>
</table>
Telecommunications Fund 2019 Highlights
- Operating expense coverage for UTOPIA ended FY 2016, repayments of operating expense started in FY 2018.

Fleet Internal Service Fund FY2019 Budget

<table>
<thead>
<tr>
<th>FY2019 Fleet Fund Projected Revenue</th>
<th>FY2018 Estimated</th>
<th>FY2019 Budget</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle Maintenance Charges</td>
<td>359,100</td>
<td>370,000</td>
<td>11,800</td>
</tr>
<tr>
<td>Vehicle Replacement Charges</td>
<td>308,500</td>
<td>299,400</td>
<td>-9,100</td>
</tr>
<tr>
<td>Vehicle Sales Proceeds</td>
<td>417,000</td>
<td>373,200</td>
<td>-43,800</td>
</tr>
<tr>
<td>Other revenue</td>
<td>16,700</td>
<td>26,000</td>
<td>9,300</td>
</tr>
<tr>
<td>Total</td>
<td>1,101,300</td>
<td>1,069,500</td>
<td>-31,800</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FY2019 Fleet Fund Proposed Expenditures</th>
<th>FY2018 Estimated</th>
<th>FY2019 Budget</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal services</td>
<td>148,900</td>
<td>154,500</td>
<td>5,600</td>
</tr>
<tr>
<td>Administration</td>
<td>40,400</td>
<td>47,600</td>
<td>7,200</td>
</tr>
<tr>
<td>Vehicle maintenance</td>
<td>185,900</td>
<td>195,400</td>
<td>9,500</td>
</tr>
<tr>
<td>Vehicle purchases</td>
<td>754,200</td>
<td>918,200</td>
<td>164,000</td>
</tr>
<tr>
<td>Total</td>
<td>1,129,400</td>
<td>1,315,700</td>
<td>186,300</td>
</tr>
</tbody>
</table>

Information Technology Internal Service Fund FY2019 Budget

<table>
<thead>
<tr>
<th>FY2019 Information Technology Fund Projected Revenue</th>
<th>FY2018 Estimated</th>
<th>FY2019 Budget</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charges to Depts.</td>
<td>50,900</td>
<td>50,900</td>
<td>-</td>
</tr>
<tr>
<td>Other revenue</td>
<td>400</td>
<td>-</td>
<td>-400</td>
</tr>
<tr>
<td>Total</td>
<td>51,300</td>
<td>50,900</td>
<td>-400</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FY2019 Information Technology Fund Proposed Expenditures</th>
<th>FY2018 Estimated</th>
<th>FY2019 Budget</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal services</td>
<td>26,500</td>
<td>26,500</td>
<td>-</td>
</tr>
<tr>
<td>Hardware</td>
<td>27,900</td>
<td>37,200</td>
<td>9,300</td>
</tr>
<tr>
<td>Software</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Infrastructure</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total</td>
<td>54,400</td>
<td>63,700</td>
<td>9,300</td>
</tr>
</tbody>
</table>
Midvale City – All Funds FY2018-2019 Tentative Budget

<table>
<thead>
<tr>
<th>Fund</th>
<th>FY 2018 Final Budget</th>
<th>FY 2019 Tentative Budget</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td>$19,380,700</td>
<td>$19,821,000</td>
<td>$440,300</td>
</tr>
<tr>
<td>Capital Projects</td>
<td>12,134,900</td>
<td>1,040,000</td>
<td>(11,094,900)</td>
</tr>
<tr>
<td>Water</td>
<td>5,603,900</td>
<td>5,122,000</td>
<td>(481,900)</td>
</tr>
<tr>
<td>Sewer</td>
<td>2,137,900</td>
<td>2,374,900</td>
<td>237,000</td>
</tr>
<tr>
<td>Storm Water</td>
<td>2,303,500</td>
<td>1,843,000</td>
<td>(460,500)</td>
</tr>
<tr>
<td>Street Lighting</td>
<td>392,100</td>
<td>392,800</td>
<td>700</td>
</tr>
<tr>
<td>Sanitation</td>
<td>988,000</td>
<td>1,087,600</td>
<td>99,600</td>
</tr>
<tr>
<td>Telecommunications</td>
<td>885,700</td>
<td>905,700</td>
<td>20,000</td>
</tr>
<tr>
<td>Fleet</td>
<td>1,150,200</td>
<td>1,315,700</td>
<td>165,500</td>
</tr>
<tr>
<td>Information Technology</td>
<td>63,700</td>
<td>63,700</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total City Budget</strong></td>
<td>$45,040,600</td>
<td>$33,966,400</td>
<td>$(11,074,200)</td>
</tr>
</tbody>
</table>

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

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

**ACTION:** CONSIDER RESOLUTION NO. 2018-R-23 FOR THE ADOPTION OF THE MIDVALE CITY FISCAL YEAR 2019 TENTATIVE BUDGET BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019

**MOTION:** Council Member Paul Hunt MOVED to adopt Resolution No. 2018-R-23, a resolution adopting the Midvale City Tentative Operating and Capital Budgets for Fiscal Year 2018. The motion was SECONDED by Council Member Quinn Sperry. Mayor Hale called for discussion on the motion. There being none the he called for a roll call vote. The voting was as follows:

- Council member Quinn Sperry: Aye
- Council member Paul Glover: Aye
- Council member Paul Hunt: Aye
- Council member Bryant Brown: Absent
- Council member Dustin Gettel: Aye

The motion passed unanimously.
VII. **CONSENT AGENDA**

A. **CONSIDER MINUTES OF APRIL 17, 2018**

B. **SET DATE AND TIME [JUNE 5, 2018 AT 7:00 P.M.] FOR A PUBLIC HEARING REGARDING THE MIDVALE CITY FISCAL YEAR 2019 BUDGET BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019**

C. **SET DATE AND TIME [JUNE 5, 2018 AT 7:00 P.M.] FOR A PUBLIC HEARING REGARDING THE ENTERPRISE FUNDS FOR FY2019 FOR MIDVALE CITY**

D. **SET DATE AND TIME [MAY 15, 2018 AT 7:00 P.M.] FOR A PUBLIC HEARING ON PROPOSED TAX INCREASE BY JORDAN VALLEY WATER CONSERVANCY DISTRICT FOR WATER SERVICE PURPOSES**

E. **SET DATE AND TIME [MAY 15, 2018 AT 7:00 P.M.] FOR A PUBLIC HEARING TO CONSIDER AMENDMENTS TO THE FY2018 BUDGETS**

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

- Council member Quinn Sperry: Aye
- Council member Paul Glover: Aye
- Council member Paul Hunt: Aye
- Councilmember Bryant Brown: Absent
- Council member Dustin Gettel: Aye

The motion passed unanimously.

VIII. **ACTION ITEM**

A. **DETERMINE STATUS OF PYGMY GOAT ORDINANCE**

Lesley Burns said she was there to find out what the Council would like to do with this ordinance.

Council Member Dustin Gettel said he felt the issue should be tabled.

Council Member Quinn Sperry said the people that contacted him said they would not be in favor of changing the ordinance.

Council Member Dustin Gettel said he conducted a pole on Facebook and 90 percent were in favor and 10 percent were not in favor. He said they are talking about a person’s pet and land use. He felt the item should be tabled and wait to see what the other cities do.

Council Member Paul Glover asked what would happen to the homeowner that currently has the pet if the ordinance is tabled.

Lisa Garner said the ordinance as it stands, does not allow goats.
Council Member Dustin Gettel said to table moving forward with the ordinance.

Council Member Paul Glover asked again, legally the City just table the issue.

Lisa Garner stated that it would depend. Ultimately, a decision would need to be made.

Kane Loader said there is an option of putting a moratorium on the ordinance.

The Council decided to put a six-month moratorium on the pygmy goat ordinance issue.

Lesley Burns said she would bring back an ordinance placing a moratorium on pygmy goats for six months at the next meeting.

IX. DISCUSSION ITEM
A. REVIEW FY2019 PROPOSED BUDGETS FOR ADMINISTRATIVE SERVICES, GENERAL ADMINISTRATION, AND LEGAL

Laurie Harvey reviewed the following budgets:

Administrative Services Budgets

Administrative Services
- Justice Court
- Information Technology
- Administrative Services
- Finance
- Non-departmental
- Information Technology Internal Service Fund

Justice Court
- FY 2019 budget of $779,600 is decreasing by $(700)
  - Personal services $(8,000)
  - Repairs/maintenance (3,000)
  - Warrants enforcement (10,000)
  - Transport fees 7,000
  - Bailiff fees 9,000
  - Interpreter fees 4,000
  - Education (1,000)
  - Other 1,300

Information Technology
- FY 2019 budget of $534,300 is decreasing by $(1,100)
  - Personal services $(40,600)
  - Computer supplies (3,500)
  - Telephone (5,000)
  - Education (5,000)
  - Equipment 28,500
• Software 22,000
Other 2,500

Administrative Services
• FY 2019 budget of $206,300 is increasing by $10,000
• Personal services $10,000

Finance
• FY 2019 budget of $366,700 is increasing by $22,500
• Personal services $22,500

Non-departmental
• FY 2019 budget of $1,512,400 is increasing by $284,800
• Bank charges $7,000
• Vehicle operating costs 2,300
• Lease payment to MBA 274,300
• Other 1,200

Information Technology
• FY 2019 budget of $63,700 remains the same
  • No changes

Council Member Paul Glover said he would like to know how much is left in warrants.

Council Member Dustin Gettel said he would still like to pursue a policy regarding maternity/paternity leave benefits.

Laurie Harvey and Rori Andreason said the city is looking into a short-term disability policy.

Council Member Dustin Gettel said he would like a policy similar to what Salt Lake County offers.

Kane Loader discussed the General Administration budgets as follows:

City Manager’s Budgets
• City Council
• General Administration
• Community/Intergovernmental Relations
• Harvest Days
• Public Safety
• Telecommunications

City Council
✓ Personnel + $19,200
✓ Professional Services + $31,200
  • Lobbyist contracts

Total Increase = $50,400
General Administration

Significant Changes:
- Personnel Costs: + $27,500
- Car Allowance: + $1,500
- Professional Services: + $10,000
- Misc. Supplies: - ($2,000)

Total Increase = + $37,500

Community/Intergovernmental Relations

Significant Changes:
- Personnel Costs: + $1,300
- Subscriptions/Memberships: + $1,000
- Vehicle Operating Costs: - ($12,500)
- Arts Council Grant: + $15,000
  - Matching grant for lighting and sound MPAC
- Recreation Activities: + $1,000

Total Increase = $5,800

Harvest Days

Significant Changes:
- Entertainment: + $5,000
- Fireworks: + $1,000
- City Float: + $7,500
  - Rebuild

Total Increase = $13,500

Public Safety

Significant Changes:
- Personnel Costs: (- $29,700)
  - Emergency Mgt. Contract
- Professional Services: + $30,000
- UPD Contract Increase: + $1,162,600
  - Increase by 3-resource and 3-patrol officers
  - Final budget adjustment from UPD
- Animal Control Contract: + $65,000
  - Increased costs from county-wide adjustments
- Public Safety (pass through JAG Grant): -($32,100)
- Equipment: -($3,500)
- Fleet Replacement: -($1,900)

Total Increase = $1,190,400
Telecommunications
Significant Changes:

✓ Pledge payment increase by 2% + $20,000

Total Increase = $20,000

Lisa Garner discussed the City Attorney’s budget as follows:

City Attorney Budget

City Attorney
• FY 2019 budget of $577,400 is increasing by $7,000
  • Personal services $ 67,400
  • Professional services (70,000)
  • Legal defenders 10,000
  • Other (400)

B. DISCUSS TELECOMMUNICATIONS FRANCHISE AGREEMENT WITH VERIZON
Lisa Garner said the contract is a Franchise Agreement with MCI Metro Access Transmission Services, doing business as Verizon. The contract is for the fiber that Verizon is laying. The contract is designed to treat all telecommunication providers equally. She asked the Council for their approval to bring this item back as an action for the next meeting. The Council agreed.

X. ADJOURN

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

The meeting adjourned at 9:30p.m.

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

Approved this 15th day of May, 2017.
Mayor Hale called the meeting to order at 6:30 p.m.

I. DISCUSSION ITEMS
A. SALT LAKE COUNTY PRESENTATION ON DIVERSITY & INCLUSION

Emma Houston and Ze Xiao were present from Salt Lake County to discuss diversity and inclusion.

Ze Xiao said she is from China. Midvale City has a very diverse population. She discussed the different ethnicities within the City. She reviewed the changing demographics in the state. One of the changes is the language. Entities need to provide the translation necessary for residents. Educating the workforce on the uniqueness the change in demographics brings and how to work with them. A group of 70 stakeholders developed an action plan on becoming a “Welcoming Place”. The Office for New Americans as well as the Office of Diversity & Inclusion are here to help.

Emma Houston, director of Office of Diversity & Inclusion. She said she is from Texas. She discussed how individuals exclude some due to internal biases. She talked about awareness and that services should be provided to all people no matter where they are from.

B. DISCUSS RESOLUTION CONCERNING THE 4TH QUARTER LOCAL OPTION SALES TAX

Kane Loader discussed the following information on the resolution concerning the 4th Quarter Local Option Sales Tax:
PROPOSED COUNTYWIDE QUARTER CENT SALES TAX FOR TRANSPORTATION


- Legislature passed both bills to fund transportation infrastructure
- HB 362 turned into Proposition 1 in the November 2015 Election
  - Passed in 10 out of 17 counties statewide but failed in Salt Lake County
  - Passed in Midvale with 67% in favor
- Resurrected in 2018 by the State Legislature in SB 136
  - SB 136 made sweeping changes to UTA, increased motor vehicle fees to include electric and hybrid vehicles and authorized counties with a transit district that have previously not done so to impose a .25 cent Sales and Use Tax for transportation.

Next Steps

- Salt Lake County Council has approved the Sales and Use Tax increase contingent upon the cities representing 67% of the County’s population support the initiative by resolution.
- City resolutions must be submitted to Salt Lake County before June 22nd
- The County ordinance will go into effect July 1, 2018 with 67% threshold met.
- Salt Lake County will collect 100% of the revenue generated until June 30, 2019 after which revenues will be divided.
  - 40%-Cities  40%-UTA  20%-County
- Counties are authorized to impose this tax until June 30, 2022

What this means

- Generates approximately 58 million dollars in Salt Lake County for transportation projects.
- Raises sales tax to the consumer by one cent for every four dollars spent.
- Midvale will get closer to the revenue needed to properly maintain its infrastructure
  - Currently the City collecting and spending $1.2 million/year with the estimated need of $2.5 million/year
- Revenue Split
  - Cities = $21,076,668  (Midvale City = $658,082)
  - UTA = $24,277,293
  - County = $13,128,079

The Council instructed staff to bring this item back for action at the next Council meeting.

C. TRANSJORDAN LANDFILL UPDATE

Mark Hooyer and Lesha Earl were present to update the Council on the TransJordan Landfill.

Midvale Stats

<table>
<thead>
<tr>
<th>Year</th>
<th>Item</th>
<th>Tons</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>Curbside Waste</td>
<td>9,134</td>
<td>128,301</td>
</tr>
<tr>
<td>2016</td>
<td>Green Waste</td>
<td>112</td>
<td>0</td>
</tr>
<tr>
<td>2017</td>
<td>Curbside Waste</td>
<td>9,314</td>
<td>130,225</td>
</tr>
<tr>
<td>2017</td>
<td>Green Waste</td>
<td>110</td>
<td>0</td>
</tr>
</tbody>
</table>

Waste, Green & overall costs remaining level.
Future Growth

• At 3% increase/yr = 13.5 years to full capacity (2031)

• Transfer station is in our (near) future.
  Waste Transfer Costs = $12.00/ton
  Bayview Landfill Costs = $10.50/ton
  Operational Costs =~$10/ton
  Base Costs = $32.50/ton

Landfill Fees
• National Average = $50/ton
• T-J Rate = $30/ton
• T-J “Member Rate” = $14/ton

Member Rates
Mr. Hooyer said member cities rates have not increased for seven years.

Landfill Revenues
• Curbside (Member Cities) = 55% of tonnage
• Commercial & public visits = 45% of tonnage
In FY 2017, our revenues were:
- Member Cities = 177,047 tons = $2,478,658
- Commercial & public = 165,560 tons = $4,801,240

FY2019 Landfill Fee Increase
- Commercial Rate = $31/ton
- Member City Rates = $16/ton
- Member City Green Waste = $10/ton

- Cost to Midvale City: $19,646
  - $1.55/year per household
  - = 13¢/month per household

Recycling
- The “Green Fence” and “National Sword”.
- Impacts to our Cities
- Impacts at the Landfill

Education & Outreach

D. DISCUSS JORDAN BLUFFS SUBAREA 4 DEVELOPMENT AGREEMENT
Lesley Burns discussed the Jordan Bluffs Subarea 4 Development Agreement.

Large Scale Master Plan

Background
- 263 acres
• Jordan Bluffs Zone adopted in 2004
  • Zone includes:
    • Allowance for residential and commercial uses
    • Allowance for up to 2,500 residential units
    • Subarea Plan refining location of uses and densities

Subarea Plan

Subarea 4
• 40 acres
• Bounded by:
  • 7800 South on north
  • New extension of Bingham Junction Boulevard on west
  • New extension of Ivy Drive on south
  • Existing neighborhood and Main Street on east
• Subarea 4 zone allows:
  • 30 units/acre
• Building heights up to four stories of residential
• Subarea 4 requires:
  • 25% open space/landscaping/recreational amenities
  • 15% recreation amenities
  • Connections to existing neighborhood

Jordan Bluffs Subarea 4 Residential LSMP
Overall Site Area: 38.22 acres
Proposed Residential Units: 806 (approx. 21 u/a) (30 u/a allowed)
  • 4-story stacked units
  • 3-story townhouse units
  • 3-story stacked units (2 products)
Open Space/Landscaping/Rec Amenities: 46.7% (25% required)
Recreation Amenities: 15.7% (15% required)

Planning Commission Approval of LSMP
Conditions:
• Show vehicular connection to Holden Street; access details to be part of development agreement
• Add walkway connection to south end of Holden Street
• Correct parking ratio formula for townhouse units
• Phase 3 requires further review and approval by the Planning Commission
• All construction activity on property shall comply with adopted Institutional Controls & Site Management Plan. Developer shall obtain approval from EPA & UDEQ on Development Site Plan specific to project construction plans
• Developer shall work with City in drafting Development Agreement for project

Parking ratio formula
Development Agreement

- Recitals – history of approvals leading to project
- Agreement runs with property and is binding on any successors of current property in future
- Requires developer to develop property as shown on approved Large Scale Master Plan (LSMP attached as exhibit)
- Vests property owner for Large Scale Master Plan
- Requires Phase 3 to go back to Planning Commission for review and approval
- Allows vehicular access onto Holden to be gated and pedestrian accesses to be secured during night time
- Prohibits construction traffic on neighborhood roads
- Requires compliance with environmental controls
- Term of agreement is 10 years

Council member Bryant Brown asked if there were plans for a light. Kane Loader said yes there was.

Lesley Burns said the Planning Commission took the traffic into consideration in the planning process, and there was also a traffic study done.

Council member Bryant Brown asked if this development had been communicated to the school districts. Kane Loader said yes there has been communications with them.

E. REVIEW FY2019 PROPOSED BUDGETS FOR PUBLIC WORKS

Larry Wright discussed the FY2019 budget for Public Works.

Buildings and Grounds

- **FY 2019 budget of $627,500 is increasing by $1,500**
  - Personal services $57,900
  - Vehicle operating costs 7,600
  - Utilities (32,000)
  - Prof services (graffiti) 8,000
  - Contract labor (40,000)

Streets

- **FY 2019 budget of $688,500 is increasing by $83,000**
  - Personal services $ 91,000
  - Vehicle operating costs (5,600)
  - Signage (10,000)
  - Fleet vehicle replacement 10,600
  - Other (3,000)

Public Works Administration

- **FY 2019 budget of $107,900 is increasing by $24,900**
  - Personal services $ 8,100
Parks/Cemetery
• **FY 2019 budget of $429,300 is increasing by $19,800**
  • Personal services $ 30,000
  • Vehicle operating costs (8,600)
  • Fleet vehicle replacement (1,600)

Water Fund
• **FY 2019 revenue increasing by $281,900**
  • Rate increase – SA 1  7% base, 5% consumption
  • Rate increase – SA 2  3% base, 5% consumption
  • Rate decrease – SA 3 -5% base, no change to consumption
• **FY 2019 expenditures decreasing by $748,400**
  • Vehicle operating costs $( 49,600)
  • Backflow testing (  4,000)
  • Wholesale water ( 27,000)
  • Capital projects (900,000)
  • Fleet vehicle replacement 7,000
  • Debt service 225,000
  • Other (200)

Sewer Fund
• **FY 2019 revenues increasing by $267,000**
  • Rates increasing by 3%
• **FY 2019 expenditures increasing by $416,800**
  • Personal svcs (addt’l FTE) $ 106,000
  • Vehicle operating costs 32,500
  • Sewer operations (SVWRF) 133,100
  • Fleet vehicle replacement ( 36,700)
  • Pump for lift station 80,000
  • Infrastructure maintenance ( 50,000)
  • Debt service 154,400
  • Other (2,500)

Storm Water Utility Fund
• **FY 2019 revenues increasing by $41,800**
  • No rate increase
• **FY 2019 expenditures decreasing by $344,300**
  • Personal svcs (addt’l FTE) $ 104,600
  • Vehicle operating costs 60,700
  • Waste disposal fee (13,000)
• Capital projects
  (502,300)
• Other
  5,700

**Street Lighting Fund**
• **FY 2019 expenditures increasing by $700**
• **No rate increase**

**Sanitation Fund**
• **FY 2019 revenue increasing by $104,200**
• **Rate increase of 10%**

  • **FY 2019 expenditures increasing by $99,600**
  • Personal svcs allocation $ 2,000
  • Landfill fees 30,000
  • Waste disposal fees 67,600

**Fleet Fund**
• **FY 2019 revenues increasing by $7,800**
  • Operations $11,800
  • Sale of fixed assets 5,100
  • Vehicle replacement (9,100)

  • **FY 2019 expenditures increasing by $165,500**
  • Personal services $25,500
  • Operating lease (13,000)
  • Vehicle purchases 153,000

F. REVIEW FY2019 PROPOSED BUDGETS FOR CIP
Laurie Harvey discussed the FY2019 Proposed Budgets for Capital Projects.

**Capital Projects FY2019**
• Curb/gutter/sidewalk replacement $ 100,000
• Pavement management 300,000
• Park/Cemetery/Community Center 400,000
• Traffic calming devices 60,000
• City Housing Fund 50,000
• Open Space acquisitions 20,000
• Crosswalk improvements 30,000
• Street lighting – Angel Street 40,000
• Christmas decorations 30,000

• Total $1,030,000

G. DISCUSS PROPOSED AMENDMENTS TO FY2018 BUDGETS
Laurie Harvey discussed the proposed amendments to the FY2018 Budget.
Amendments to General Fund

- Allocation of reserves for salary and benefit increases
  - $278,000 to allocate (budgeted in “Employee Services”)
  - Salary increases $215,300
  - Benefit increases $149,600
  - Balance remaining of $86,900
  - Administrative fees from Enterprise Funds $50,600
  - Reduction of Contract Labor (Bldgs & Grounds) $36,300

Increases – General Fund Expenditures

- Repayment of RDA Admin Fee advance $110,000
- Professional fees for lobbyist contract 45,000
- Legal defender contract 10,000
- Harvest Days 3,000
- UPD contract - pooled services adj 36,600
- IT software (Qualtrics program) 10,000
- P&Z computer equipment 7,500
- Total increases requested $222,100

Decreases – General Fund Expenditures

- Election costs $15,100
- Public Safety salaries 21,500
- Code Enforcement professional services 8,000
- Finance professional services 10,000
- Intergov professional service 5,000
- Loss contingency 5,000
- Unemployment benefits 7,500
- Increase estimated sales tax revenue 150,000
- Total exp decreases/revenue increase $222,100

Other Amendments to General Fund

- Increase revenue from SL Co. (transportation) $1.5 million
- Increase pass-through to CIP for BJ Blvd. $1.5 million

Impact on General Fund - Fund Balance

- Estimated surplus March 2018 $560,000
- Decrease from budget amendment (150,000)
- Revised estimated surplus $410,000
- Fund balance will still approximate 22% of GF Revenues

Amendments to Capital Improvement Projects Fund (CIP) (Reallocations)

- From Unallocated Funds to Crosswalks - $60,000
- From Cemetery expansion to Community Ctr/Park - $50,000
- From Open Space acquisition to JR Trails expansion - $15,000
- From Normandy Way to Cottonwood/7200 S. - $10,000
• $1.5 million from General Fund for Bingham Junction Blvd

Amendments to Water Fund
• Proceeds from bond issuance $3,944,900
• Bond issuance costs 94,900
• JVWCD pipeline connections 1,200,000
• Replacement of Union Jordan meters 200,000
• Fixed read system and software 150,000
• Waterline projects 2,300,000

Amendments to Water Fund
• Increase Administrative fees $23,700
• Increase estimated connection fees $23,700

Amendments to Sewer Fund
• Proceeds from bond issuance $2,612,400
• Bond issuance costs 62,400
• SVWRF phosphorous/grit removal 1,700,000
• Sewer line projects 850,000

• Grant, Avenues, Cornell, Cooper, Fern Drive, misc. manhole repairs

Amendments to Sewer Fund
• Increase Administrative fees $10,100
• Increase Salaries 15,000
• Increase Benefits 25,000
• Total expenditure increases $50,100
• Increase revenue from connection fees $50,100

Amendments to Storm Water Utility Fund-Expenditure Increases
• Administrative fee $10,100
• Salaries 9,000
• Overtime 8,000
• Benefits 40,300
• Total increase requests $67,400

Amendments to Storm Water Utility Fund – Revenue Increases
• Interest $5,000
• User fees 32,000
• Contribution from Fund Balance 30,400
• Total revenue increase $67,400

Amendments to Sanitation Fund – Expenditure Increases
• Administrative Fee $6,700
Proceedings of the City Council Workshop Meeting
May 8, 2018

- Waste disposal 12,000
- Total expenditure increases $18,700
- Interest revenue $2,000
- Dumpster rental fees 6,000
- Contribution from fund balance 10,700
- Total revenue increases $18,700

H. DISCUSS HANDBILL ORDINANCE
Lisa Garner said the handbill ordinance is for door to door solicitations door hangers.

The Council and staff discussed the definition of a handbill and whether it applied to election campaign literature. The Council asked that a handbill be defined as commercial or non-commercial in the ordinance.

Lisa Garner said she would look into the distribution of election campaign materials.

I. DISCUSS POST DISASTER DEBRIS REMOVAL ORDINANCE
Lisa Garner reviewed the proposed post disaster debris removal ordinance which will allow the city to go onto private property to remove debris in case of a disaster. This ordinance would allow the Mayor to declare a disaster and allow the city to receive FEMA benefits for costs to clean up the debris on private properties. She said this ordinance would be brought back for action at the next council meeting.

II. ADJOURN
Mayor Hale adjourned the meeting at approximately 9:12 p.m.

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

Approved this 15th day of May 2018
SUBJECT: Action item approving Resolution 2018-R-25 a resolution supporting HB 362, approved in the 2015 Legislative Session, authorizing a 0.25% local option general Sales Tax dedicated to transportation, and supporting the imposition of that tax in 2018 per SB 136, approved in the 2018 Legislative Session.

SUBMITTED BY: Kane Loader, City Manager

SUMMARY:

In the 2015 Utah Legislature HB 362 was passed which authorized counties to place an initiative on the ballot for voter approval to impose a 0.25% increase in Sales Tax for transportation. The revenue generated in each of the counties was to be shared with 40% going to the county’s transit district, 40% going to the cities and 20% going to the county. In the November election of 2015 the initiative was approved in 10 out of 17 counties statewide with Salt Lake County being one of the counties where the initiative failed.

In 2018 Legislature SB 136 resurrected the Sales Tax initiative along with making major changes to the Utah Transit Authority’s governance, and increased Motor Vehicle Fees to include electric and hybrid vehicles. One difference in how the Sales Tax for Transportation was to be authorized was that counties with a transit system who had not previously done so could impose the tax by a vote of the county’s council/commission and didn’t need voter approval.

The Salt Lake County Council recently considered the tax increase and approved it pending the approval of the cities and townships representing at least 67% of the County’s population. The County Council is asking that cities submit their resolutions of support no later than June 22nd in order for the tax increase to go into effect on July 1, 2018. In the first year of the new tax, all revenues generated will retained by Salt Lake County and thereafter shared 40%/40%/20%. For Midvale City that would mean an increase of approximately $660,000/year for transportation infrastructure improvements and maintenance.

STAFF’S RECOMMENDATION AND MOTION:
I move the we adopt Resolution 2018-R-25 a resolution supporting HB 362, approved in the 2015 Legislative Session, authorizing a 0.25% local option general Sales Tax dedicated to transportation, and supporting the imposition of that tax in 2018 per SB 136, approved in the 2018 Legislative Session.
MIDVALE CITY, UTAH
RESOLUTION NO. 2018-R-25

A RESOLUTION OF THE CITY COUNCIL OF MIDVALE CITY, UTAH SUPPORTING HB 362, APPROVED IN THE 2015 LEGISLATIVE SESSION, AUTHORIZING 0.25% LOCAL OPTION GENERAL SALES TAX DEDICATED TO TRANSPORTATION, AND SUPPORTING THE IMPOSITION OF THAT TAX IN 2018 PER SB 136, APPROVED IN THE 2018 LEGISLATIVE SESSION

WHEREAS, a safe and efficient transportation system creates the foundation for economic growth, improved air quality and public health, and enhanced quality of life; and

WHEREAS, the creation and maintenance of transportation infrastructure is a core responsibility of local government; and

WHEREAS, Midvale City’s population has grown by 20% since the year 2000 and is projected to grow to approximately 45,000 residents by 2050, and Utah’s population is expected to grow by more than two million residents by 2050; and

WHEREAS, Midvale City’s residents need and demand comprehensive transportation options such as bike lanes, multi-use paths, off-road trails, and transit, in addition to traditional roads; and

WHEREAS, Midvale City is using approximately 500,000 dollars per year from the general fund to supplement the Class B&C Fund revenue in order to try to address our local transportation needs; and

WHEREAS, research from the Utah Department of Transportation indicates that road rehabilitation costs six times as much as road maintenance, and road reconstruction costs ten times as much as road maintenance; and

WHEREAS, investing in comprehensive transportation results in economic development for Midvale City and Salt Lake County and accessible good-paying jobs for our residents; and

WHEREAS, improving comprehensive transportation in Midvale City and Salt Lake County will reduce private vehicle usage which will in turn lead to improved air quality; and

WHEREAS, poor air quality discourages economic development, business recruitment and tourism visits, and contributes to asthma and other health ailments and nearly 1 in 10 Utah adults suffer from asthma and struggle to breathe during poor air quality days; and

WHEREAS, nearly 57% of Utah adults are overweight, nearly 200,000 Utahns have diabetes, and diabetes and obesity related health care costs in Utah exceed $700 million; and

WHEREAS, investing in safe and connected trails, bike lanes, sidewalks, and multi-use paths will encourage our residents to be more active, enable them to spend more time with their families via active transportation, and result in improved personal and community health; and

WHEREAS, Utah has created a Unified Transportation Plan to address these comprehensive transportation and quality of life issues; and

WHEREAS, the Utah State Legislature enacted HB 362 in 2015 which authorized a 0.25% local option general sales tax dedicated to local transportation (the “fourth quarter”); and

WHEREAS, Midvale City adopted Resolution 2915-R-35 in 2015 to request that Salt Lake County implement the 0.25% local option sales tax; and
WHEREAS, the Utah State Legislature enacted SB 136 in 2018 which authorizes a county to impose the 0.25% local option sales tax between May 8, 2018 and June 30, 2019 to pay for debt service or fund regionally significant transportation projects; and

WHEREAS, Midvale City will, upon county imposition and per the SB 136 formula phase in, receive 0.10% of the 0.25% sales tax come July 1, 2019 and beyond to invest in critical local transportation needs.

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

SECTION 1. Support the Imposition of the 0.25% Local Option General Sales Tax. The City Council supports the proposed 0.25% Local Option General Sales Tax that the Salt Lake County governing body may impose.

SECTION 2. Investment in the Road and Street Needs in Midvale City. The City has significant traditional transportation needs that the municipal 0.10% portion could address. For example, the City has a backlog of road maintenance projects such as (insert as much information about potential projects as city sees fit). Adoption of the municipal 0.10% portion would enable the City to invest in the critical projects that our residents need and expect.

SECTION 3. Active and Alternative Transportation Infrastructure Needs in Midvale City. The City has significant active and alternative transportation needs that the municipal 0.10% portion could address. For example, our residents need and are demanding improved sidewalks and safe pedestrian options, enhanced bike lanes, better connectivity with transit, more traffic calming devices, and other modern transportation infrastructure (insert information on potential projects as you see fit). Investment in active transportation will encourage residents to travel via walking, biking, and transit, and result in a healthier population, reduced emissions, decreased health care costs, and improved quality of life.

SECTION 4. Investment in Transit (if applicable). The City supports investment in public transit because transit can help relieve traffic, promote walkable communities, and improve air quality. The transit system will receive 0.10% of the 0.25% local option general sales tax. The City expects the transit system to use the revenues collected within the City or County for projects that will enhance local bus service, foster local and regional connectivity, and benefit our residents.

SECTION 5. Distribution of this Resolution. A copy of this resolution shall be sent to the Salt Lake County governing body, the regional Metropolitan Planning Organization (if applicable), the Utah League of Cities & Towns, the Utah Association of Counties, the Speaker of the Utah House of Representatives, the President of the Utah State Senate, State Representatives and Senators who represent the City, and the Governor of the State of Utah.

APPROVED AND ADOPTED this 15th day of May 2018.

______________________________
Robert Hale, Mayor

ATTEST:

Voting by the City Council
Quinn Sperry ____________
Paul Glover ____________
Paul Hunt ____________

Rori L. Andreason, MMC
Bryant Brown ____________
City Recorder
Dustin Gettel ____________
SUBJECT:

Public meeting to consider the adoption of Ordinance No. 2018-O-04 establishing temporary land use regulations regarding the keeping of pygmy goats in Midvale City.

SUBMITTED BY:  Lesley Burns, City Planner

SUMMARY:

Following discussions regarding pygmy goats being kept in residential areas, the City Council directed Staff to write a temporary ordinance to allow some time to further review the issue and determine if changes need to be made to the Municipal Code.

The attached temporary ordinance, if adopted, does the following for a maximum of 6 months:

- Applies to the keeping of pygmy goats in the City
- Defines “pygmy goat” as a goat less than 27 inches high and less than 100 pounds at maturity.
- Tolls the enforcement proceedings on properties with existing pygmy goats.
- Prohibits new properties from having pygmy goats unless the property has an Agricultural Overlay zoning designation and the required land use permits for the keeping of livestock.

FISCAL IMPACT: N/A

RECOMMENDED MOTION:

“I move that we adopt Ordinance No. 2018-O-04 in order to provide the City Council more time to review the keeping of pygmy goats within the City and how best to move forward in regulating the use.”

Attachments:

- Proposed Ordinance No. 2018-O-04
ORDINANCE NO. 2018-O-4

AN ORDINANCE ESTABLISHING TEMPORARY LAND USE REGULATIONS REGARDING THE KEEPING OF PYGMY GOATS IN MIDVALE CITY.

WHEREAS, the City Council finds that the City’s existing land use regulations do not adequately address how to classify pygmy goats and how to regulate the keeping of pygmy goats under the Midvale Municipal Code; and

WHEREAS, the City Council finds that it is in the public interest to review this issue further, and possibly make changes in the Midvale Municipal Code to address it; and

WHEREAS, with these findings, Section 10-9a-504 Utah State Code grants the City Council the authority to establish, by ordinance, a temporary land use regulation to regulate an area that is unclear or potentially unregulated.

NOW, THEREFORE, be it ordained by the City Council of Midvale City, Utah the following:

1) This temporary ordinance shall apply to the keeping of pygmy goats within the Midvale City boundary; pygmy goats shall be defined as an animal of the species Capra aegagrus hircus and are a breed of miniature domestic goats which typically are less than 27 inches high (measured at the shoulder) and weigh less than 100 pounds at maturity.

2) During the effective period of this temporary ordinance, the City shall toll the enforcement proceedings for properties, that as of the date of this ordinance, have pygmy goats.

3) During the effective period of this temporary ordinance, no additional properties, with the exception of properties having an Agricultural Overlay zoning designation and required land use permits for the keeping of livestock, shall be allowed to have pygmy goats kept on the property.

4) This temporary ordinance shall become effective upon adoption and signature and shall be in effect until six (6) months following said adoption date.

PASSED AND APPROVED this 15th day of May 2018.

______________________________________________________________
Robert M. Hale, Mayor
ATTEST:

______________________________
Rori Andreason, MMC
City Recorder

Date of first publication: ______________

<table>
<thead>
<tr>
<th>Voting by City Council</th>
<th>“Aye”</th>
<th>“Nay”</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bryant Brown</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dustin Gettel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paul Glover</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paul Hunt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quinn Sperry</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SUBJECT: Adoption of Midvale Municipal Code Chapter 8.12 Post-Disaster Debris Collection

SUMMARY:
In the early 2000’s, the Federal Emergency Management Agency issued a new policy that prohibited municipalities from receiving reimbursement for removing debris from private roads unless certain conditions are met. According to FEMA, debris on private roads was no longer considered a threat to the public because private roads are not open for public access. In order to qualify for reimbursement of removing debris from private roads, FEMA requires municipalities to show: (1) the municipality had a legal obligation to remove debris from the private road and (2) the debris represented an immediate threat to life, public health and safety, or improved property.

Municipalities with private communities that were affected by natural disasters—especially those along the Atlantic and Gulf coasts—incurred significant costs helping residents in private communities recover. This included the removal of debris from private roads in order to provide emergency services and reduce the health and safety risks to the residents of these communities. Unfortunately, many of these communities did not meet the FEMA requirements for reimbursement and were left to bear these costs alone.

The proposed ordinance will grant the authority to the City Manager to remove debris which poses an immediate threat to life, public health, safety, improved property, and economic recovery. Additionally, this ordinance also provides Midvale City with the authority to remove debris from public and private roads, rights-of-way, utility easements, stormwater and canal easements, and ingress/egress easements within the City’s boundaries. Passing this ordinance will help Midvale fulfill FEMA’s first requirement to be eligible for reimbursement for clearing debris on private roads.

FISCAL IMPACT: Midvale City, with this ordinance, should qualify for FEMA reimbursement for any expenses Midvale incurs during post-disaster cleanup of private streets and easements under FEMA’s current policies.

STAFF’S RECOMMENDATION AND MOTION: I move that we approve Ordinance No. 2018-O-05 creating Midvale Municipal Code Chapter 8.12 ‘Post-Disaster Debris Collection.’

WHEREAS, Midvale City has several local community associations within its boundaries; and

WHEREAS, Midvale City has an interest in providing for the health, safety, and welfare of its residents, including those residing in local community associations; and

WHEREAS, the Federal Emergency Management Agency requires a municipality to have a legal obligation to remove debris from private roads and other easements in order for the municipality to qualify for reimbursement for these expenses; and

WHEREAS, Midvale City voluntarily wishes to create this legal obligation to better provide for the health, safety, and welfare of all its residents.

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

Section 1. The City Council desires to adopt Midvale Municipal Code Chapter 8.12 Post-Disaster Debris Collection as set forth in Exhibit A.

Section 2. This Ordinance shall be effective upon date of first publication.

PASSED AND APPROVED this 15th day of May 2018.

MIDVALE CITY

By: ___________________________________
    Mayor Robert M. Hale

[SEAL]

VOTING:
Paul Glover    Yea ___  Nay ___
Quinn Sperry   Yea ___  Nay ___
Paul Hunt      Yea ___  Nay ___
Bryant Brown   Yea ___  Nay ___
Dustin Gettel   Yea ___  Nay ___

ATTEST:

Rori L. Andreason, MMC
City Recorder
Published this ____ day of ______, 2018.
Chapter 8.12

POSTDISASTER DEBRIS COLLECTION

Sections:

8.12.010 Declaration of Public Emergency.
8.12.020 Authority of City Manager.
8.12.030 Debris Removal.

8.12.010 Declaration of Public Emergency.
In the event of a natural or manmade disaster that has been declared a public emergency by the Mayor in accordance with Utah Code Ann. §52-2a-208, as amended, the City may exercise its authority to implement the measures set forth herein.

8.12.020 Authority of City Manager.
The City Manager or his/her designee has the authority and responsibility to protect the public health and safety. The City Manager or his/her designee has the authority to remove debris and significant damage which poses an immediate threat to life, public health, safety, improved public and private property, and the economic recovery of the City.

8.12.030 Debris Removal.
The City and its agents are hereby authorized to enter upon and remove debris from public and private roads, rights-of-way, utility easements, stormwater and canal easements, and ingress/egress easements within the City’s boundaries, including private communities, for the purposes of emergency vehicle travel, stormwater conveyance, protecting public health and safety, facilitating response and recovery operations, and for any other purpose the City Manager or his/her designee determines is necessary to accomplish the purposes set forth in Section 8.12.020.
SUBJECT: MCImetro Access Transmission Services Corp. Telecommunications Franchise Agreement

SUBMITTED BY: Lisa Garner, City Attorney

SUMMARY: Midvale Municipal Code 5.52 requires companies providing telecommunications services within Midvale to acquire a franchise agreement with the City prior to providing services. In addition to ensuring compliance with the City’s ordinance, the franchise agreement further specifies a number of requirements such as those for insurance and bonding.

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services wishes to install fiber within Midvale and has requested to enter into the attached franchise agreement with the City. As they are waiting for the franchise agreement before investing further resources into the design of their system, a preliminary map suggests that the proposed backbone fiber will be used to support business customers. It is unclear whether this fiber will also be used to support the deployment of Verizon small wireless facilities in the future.

FISCAL IMPACT: Potentially create revenue from the operation of MCImetro Access Transmission Services Corp. within Midvale under the Municipal Telecommunications License Tax.

STAFF’S RECOMMENDATION AND MOTION: I move that we approve Resolution No. 2018-R-26 Authorizing the Mayor to execute a Telecommunications Franchise Agreement with MCImetro Access Transmission Services Corp.

MIDVALE CITY, UTAH
RESOLUTION NO. 2018-R-26

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A TELECOMMUNICATIONS FRANCHISE AGREEMENT WITH MCIMETRO ACCESS TRANSMISSION SERVICES CORP D/B/A VERIZON ACCESS TRANSMISSION SERVICES.

WHEREAS, Midvale City allows the operation of telecommunications service providers under Midvale City Code Chapter 5.52; and

WHEREAS, MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services, wishes to provide telecommunications services to the residents of Midvale, Utah; and

WHEREAS, Midvale City Code 5.52.060 requires telecommunications service providers to obtain a franchise prior to constructing or providing telecommunications services; and

WHEREAS, MCImetro Access Transmission Services Corp. wishes to obtain a franchise by entering into a Telecommunications Franchise Agreement with Midvale City;

NOW THEREFORE BE IT RESOLVED, based on the foregoing, the Midvale City Council does hereby approve the Telecommunications Franchise Agreement with MCImetro Access Transmission Services Corp. and authorizes the Mayor to sign the same between Midvale City and MCImetro Access Transmission Services Corp.

APPROVED AND ADOPTED this 15th day of May, 2018.

______________________________________________
Robert M. Hale, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

<table>
<thead>
<tr>
<th>Voting by the City Council</th>
<th>“Aye”</th>
<th>“Nay”</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bryant Brown</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dustin Gettel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paul Glover</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paul Hunt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quinn Sperry</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
TELECOMMUNICATIONS FRANCHISE AGREEMENT

THIS TELECOMMUNICATIONS FRANCHISE AGREEMENT (hereinafter “Agreement”) is entered into by and between MIDVALE CITY, Utah (hereinafter “City”), a municipal corporation and political subdivision of the State of Utah, with principal offices at 7505 Holden St., Midvale, Utah 84047, and MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services, a Delaware Corporation (hereinafter “Provider”), with its principal offices at 600 Hidden Ridge, Irving, Texas 75038.

W I T N E S S E T H :

WHEREAS, the Provider desires to provide telecommunications services, including without limitation conduit and Dark Fiber (as such term is defined herein) for leasing to Provider’s affiliates and third parties, within the City, primarily through use of fiber-optic lines, and in connection therewith, to establish a telecommunications network in, under, along, over and across present and future Public Ways of the City; and

WHEREAS, the City has enacted Title 5, Chapter 52 of the Revised Ordinances of Midvale City, (“Telecommunications Rights-of-Way Ordinance”) which governs the application and review process for Telecommunication Franchises in the City; and

WHEREAS, the City, in exercise of its management of Public Ways, believes that it is in the best interest of the public to grant the Provider a nonexclusive franchise to operate a telecommunications network in the City,

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the City and the Provider agree as follows:

ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE

1.1 Agreement. Upon approval by the City Council and execution by the parties, this Agreement shall be deemed to constitute a contract by and between City and Provider.

1.2 Ordinance. The City has adopted the Telecommunications Rights-of-Way Ordinance which is incorporated herein by reference. The Provider acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Rights-of-Way Ordinance. The parties agree that the provisions and requirements of the Telecommunications Rights-of-Way Ordinance, as it may be amended, are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Rights-of-Way Ordinance. The definitions in the Telecommunications Rights-of-Way Ordinance shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require the Provider to comply with any provision of the Telecommunications Rights-of-Way Ordinance which is determined to be unlawful or beyond the City’s authority. If any term or condition of this Agreement shall be in conflict with any State law, City ordinance, rule or regulation, the provision of the ordinance, rule or regulation shall govern and control.

1.3 Ordinance Amendments. Nothing herein shall prevent the City from amending the Telecommunications Rights-of-Way Ordinance from time to time, as its City Council may deem
necessary. Provided, however, City shall not enact any amendments to the Telecommunications Rights-of-Way Ordinance that will adversely impact Provider without allowing Provider 30 days, or such longer time as is necessary if 30 days is insufficient, in which to comply with the amendment. The City shall give the Provider notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between the Provider’s rights and obligations under the Telecommunications Rights-of-Way Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, the Provider agrees to comply with any such amendments.

1.4 Franchise Description, No Assignment. The Telecommunications Franchise provided hereby shall confer upon the Provider, subject to the City’s receipt of monetary and services compensation, the nonexclusive right, privilege, and franchise to construct, operate and maintain a telecommunications network in, under, above and across the present and future Public Ways in the City. The grant of this franchise includes the service of providing conduit capacity and Dark Fiber (as such term is defined herein) to Provider’s affiliates and third parties as may be authorized by the Utah Public Service Commission or federal law. The Provider shall not permit the use of its fiber optic system, its duct or pathways, its pole attachments or any plant equipment on the Public Ways in any manner that would avoid or seek to avoid the need for a franchise from the City for the business of another person as provided herein below. Provider shall not provide services directly regulated by the Utah Public Service Commission (PSC) unless authorized by the PSC. Provider shall not operate a cable system as defined in the Cable Communications Policy Act of 1984 (47 USC §521, et seq., as amended) without first having obtained a separate cable franchise from the City. The Agreement does not grant to the Provider the right, privilege or authority to engage in the community antenna (or cable) television business; although, nothing contained herein shall preclude the Provider from (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the Provider’s System within the City for such purposes, or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied. Except as otherwise set forth in this Agreement, the rights granted by this Agreement may not be subdivided, assigned, or subleased to another person unless agreed to in writing by the City or unless to an affiliate of Provider or to an entity succeeding to acquisition of substantially all of the assets of Provider, in which case the City’s consent shall not be required. However, Provider shall notify City of any such successions or acquisitions.

1.5 Licenses. The Provider represents that it has obtained the necessary approvals, licenses or permits required by federal and State law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Rights-of-Way Ordinance.

1.6 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in a manner that would indicate any such relationship with each other.

ARTICLE 2. DEFINITIONS

2.1 For the purposes of this Agreement, the following words and terms shall have the meanings ascribed to them in this Article, except where the context clearly indicates a different meaning. Unless otherwise expressly stated or clearly contrary to the context, words and terms not defined herein shall be given the meaning set forth in the City’s Standard Specifications – General Conditions; if a definition is not contained therein, then the word or term shall have the meaning defined in the Revised Ordinances of Midvale City; if not defined in the Revised Ordinances of Midvale City, the meaning set
forth in any State orders of general applicability; and if not defined either in the Revised Ordinances of Midvale City or in a State order, their common and ordinary meaning.

2.2 When not inconsistent with the context, words used in the present tense include the future tense and vice versa; words in the plural number include the singular number and vice versa; and the masculine gender includes the feminine gender and vice versa. The words "shall" and "will" are mandatory; the word "may" is permissive. Genders and plurals are understood to refer to a corporation, partnership or other legal entity when the context so requires. The paragraphs and section headings in this Agreement are for convenience only and do not constitute an interpretation of the provisions hereof.

(a) “Affiliate” means any Person who owns or controls, is owned by or controlled by, or is under common ownership or control with the Provider.

(b) “City” shall mean Midvale City, Utah, and its successors and assigns.

(c) “City Property” shall mean all properties, facilities (excluding Provider’s Facilities, and the facilities and property of other utilities or persons), or objects currently in or in the future are in Public Ways or other real property owned or operated by the City within the present and/or future corporate limits of the City.

(d) “Company” shall mean Provider and its successors and assigns.

(e) “Company Facilities” or “Facilities” shall include, but not be limited to a network of cables, consisting primarily of fiber optic cables, and all related property, including conduit, carrier pipe, cable fibers, repeaters, power sources, and other attachments and appurtenances necessary for the telecommunications system located within the Public Ways within the City limits, whether located above or below ground, currently or in the future owned or operated or otherwise controlled by the Provider needed to provide telecommunications service.

(f) “Construction” or “Construct” shall mean, without limitation, constructing, acquiring, laying, maintaining, testing, operating, extending, renewing, relocating, removing, replacing, repairing, and using Company Facilities.

(g) “Dark fiber” is optical fiber infrastructure cabling and repeaters that are currently in place but in which light pulses are not being transmitted.

(h) “Emergency” means any unforeseen circumstance or occurrence, the existence of which constitutes an immediate and substantial risk of personal injury or damage to property, or which causes interruption of utility or public services or an interruption of telecommunications services.

(i) “Gross receipts” from telecommunications services or gross receipts derived from telecommunications services shall have the meaning defined in Utah Code Anno. Section 10-1-402 or its replacement section for the term “gross receipts from telecommunications services” as the definition may be changed from time to time.
(j) “Maintenance,” “maintaining,” or “maintain” shall mean, without limitation, repairing, replacing, relocating, examining, testing, and inspecting.

(k) “Person” shall mean any individual, person, firm, partnership, association, corporation, company, governmental entity, or organization of any kind.

(l) “Public Ways” shall mean the surface of and the space above and below any public street, road, highway, freeway, lane, path, public ways court, boulevard, parks, parkway, or drive owned by the City for the purpose of public use, and shall include other rights of way as are now held or hereafter held by the City which shall, within their proper use and meaning entitle the Provider to the use thereof for the purposes of installing, maintaining and operating Company Facilities.

(m) “Service” or “Services” shall mean all telecommunications service lawfully provided by the Provider under this Agreement.

(n) “Standard Specifications” shall mean the Midvale City Specifications and Standard Details which govern construction in the Public Ways.

ARTICLE 3. FRANCHISE TAX

3.1 Franchise Tax. For the franchise granted herein, the Provider shall pay to the City a tax on the Provider’s Gross Receipts from telecommunications services attributed to or services within the City in accordance with the Municipal Telecommunication License Tax Act (Utah Code Ann. 10-1-401 to 10-1-410), less any business license fee or business license tax enacted by the City. All payments shall be made to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

If the Municipal Telecommunication License Tax may no longer be lawfully collected, then to the extent allowed by law, the Provider shall pay to the City a tax levy or franchise fee of three and one-half percent (3.5%) of its Gross Receipts derived from telecommunications services attributed to or services provided within the City.

3.2 Equal Treatment. The City agrees any fees or taxes charged to Provider under this Agreement shall be of the same nature and calculation of fees or taxes as to other similarly situated entities.

ARTICLE 4. TERM AND RENEWAL

4.1 Term and Renewal. The franchise granted to Provider shall be for a period of ten (10) years commencing on the first day of the month following this Agreement, unless this Franchise is sooner terminated as herein provided. At the end of the initial ten-year term of this Agreement, the franchise granted herein may be renewed for up to one additional five (5) year-term extension upon the mutual written agreement of the parties for the additional five-year extension. The Provider shall notify the City of the expiration date and of its wish to renew the Agreement for another term at least three
months before and not earlier than six months before the termination date of the initial term of this Agreement.

4.2 Rights and Duties of Provider Upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by lapse of time, by agreement between the Provider and the City, or by revocation or forfeiture as provided herein, the Provider shall remove from the Public Ways any and all of its Company Facilities, but in such event, it shall be the duty of the Provider, immediately upon such removal, to restore the Public Ways from which such System is removed to as good a condition as the same was before the removal was effected. In the alternative, Provider may, with the written approval of the City Engineer, abandon some or all of the Company Facilities in place.

ARTICLE 5. PUBLIC USE RIGHTS

5.1 City Uses of Poles and Overhead Structures. The City shall have the right, without cost, to use all above-ground electric or telecommunication-wire poles owned solely by the Provider (or co-owned by other telecommunications company providers or public utilities who agree or have agreed with Provider to allow the City to use the poles) within the City for fire alarms, police signal systems, or any lawful public use; provided, however, any said uses by the City shall be for activities owned, operated or used by the City for any public purposes, and shall not include the provision of telecommunications service to non-governmental third parties or otherwise in a manner that would compete with Provider’s operations and services. Nothing in this section shall be construed to allow Provider to place its Facilities above ground without the prior written approval of the City, except as provided under Section 7.10 hereof.

5.2 Limitations on Use Rights. Nothing in this Agreement shall be construed to require the Provider to increase pole capacity, alter the manner in which the Provider attaches equipment to the poles, or alter the manner in which the Provider operates and maintains its equipment. Such City attachments shall be installed and maintained in accordance with the reasonable requirements of the Provider and the then-current National Electrical Safety Code. City attachments shall be attached or installed only after written approval by the Provider, which approval will be processed in a timely manner and will not be unreasonably withheld, conditioned or delayed.

5.3 Maintenance of City Facilities. The City’s use rights shall also be subject to the parties reaching an agreement regarding the maintenance of the City attachments.

ARTICLE 6. POLICE POWERS

The City expressly reserves, and the Provider expressly recognizes, the City’s right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the City’s property, the Public Ways, and the health, safety and welfare of its citizens and their properties.

ARTICLE 7. WORK IN THE CITY PUBLIC WAYS

7.1 Follow City Road-Cut Ordinance. The Provider shall comply with and follow the City’s road excavation ordinance, Title 12 Chapter 12, Revised Ordinances of Midvale, in all work it performs in the Public Ways.
(a) The Provider shall obtain all necessary permits or approvals for construction, maintenance and operations, and shall at all times be subject to and comply with all laws, statutes, codes, rules, regulations, standards, and procedures regarding the construction, operation and maintenance of the Provider's Facilities, whether federal, State or local, now in force or which, hereafter, may be promulgated (including but not limited to zoning, land use, historic preservation ordinances, safety standards, and other applicable requirements) and good industry practices. The City may inspect the manner of such work and require remedies as may be necessary to assure compliance. In the event the Provider should fail to comply with the terms of any City ordinance, regulation or requirement, the City shall give the Provider written notice of such non-compliance and the time for correction provided by ordinance or as provided herein.

(b) All work in City streets shall be done in a safe manner, and shall follow the City ordinances and Midvale City Standard Specifications and Details for Municipal Construction and the Manual of Uniform Traffic Control Devices (MUTCD) and APWA standard drawings and specifications. Upon the City's request, the Provider will provide the City with a status report of such measures.

(c) All Facilities constructed by the Provider shall be located so as to cause minimum interference with and injury to (i) public use of Public Ways; (ii) the City's water mains, storm water infrastructure, street lights, or any other municipal use of the Public Ways; and (iii) trees and other natural features.

7.2 Workmanlike Manner. The installation, maintenance, renovation, and replacement of Provider’s Facilities in the Public Ways shall be performed in a good and workmanlike manner.

7.3 Emergency Repairs. In any Emergency event in which Provider needs to cut or excavate a Public Way, and in which the Provider must act immediately and is unable to obtain a permit for excavating in the Public Ways from the City beforehand, the Provider shall provide the City Public Works Department with notification of such work as soon as practicable by calling the City Public Works Department at its regular number, or if after the Department’s business hours, by calling (801) 580-7274 or such other emergency telephone number provided to Provider by the City, and shall report the emergency and all related information requested by the City representative on call. In the event the Provider is unable to reach a City representative by calling the City’s emergency telephone number, then the Provider shall continue to try to reach a City representative by calling that number or by reaching the City’s Public Works Department by the fastest means possible, but shall in any event call the Public Works Department to report the emergency within the first hour of the next day on which the City is open for business. The Provider shall give the City the telephone number of the Provider’s representative for contact in an emergency.

7.4 Damage to Public Property. If, during the course of installation, removal, inspection, or work on its Facilities, the Provider causes damage to or alters any Public Ways or City property, the Provider shall (at its own cost and expense, and in accordance with the City’s Standard Specifications) replace and restore it to as good a condition as existed before the work commenced. Except in case of Emergency in which the Provider is unable to obtain a permit for excavating in the Public Ways from the City beforehand, the Provider shall, prior to commencing work in the Public Ways, or other City public places, obtain a permit to perform such work from the City. The Provider will abide by all applicable ordinances, rules and regulations, including the City’s Standard Specifications for such work.
7.5 **Removal of City Property.** No City property shall be removed from the Public Way, including signage on utility poles, without prior permission from an authorized representative of the City.

7.6 **Safety.** The Provider shall at all times operate, repair, and maintain its Facilities in a safe and careful manner.

7.7 **Excavations.** The Provider shall comply with all City laws and regulations for excavation and construction, including Chapter 12-12 Rev. Ordinances of Midvale City (“Road Excavation Ordinance”), and shall be responsible for obtaining all applicable permits before beginning work in the Public Ways. The City shall have the right to inspect all construction or excavation. All construction, excavation, maintenance and repair work done by the Provider shall be performed in a timely and expeditious way in conformity with the applicable laws and ordinances, including the City Standard Specifications and Details for Municipal Construction, and in a manner which minimizes the inconvenience to the public or individuals. All public and private property in or adjacent to dedicated easements disturbed by Provider’s construction or excavation activities shall be restored as soon as possible by the Provider, at its expense, to substantially its former condition or better, subject to inspection by the City and compliance by the Provider with remedial action required by the City Engineer or his representative pursuant to said inspection. The Provider shall comply with the City's requests for prompt action to remedy all damage caused by Provider, its officers, employees, agents and contractors to private and public property adjacent to streets or dedicated easements where the Provider is performing excavation or construction work.

7.8 **Relocation.** Whenever the City shall, in the interest of the public convenience, necessity, health, safety and general welfare require the inspection, maintenance, repair, relocation or reinstallation of any Company Facility within a Public Way, the Provider shall, upon not less than 90 days prior notice, promptly commence and diligently complete such work to remove and relocate or reinstall such Company Facility as may be necessary to meet the requirements of the City. Notwithstanding the foregoing requirement, the Provider shall relocate its Facilities upon 45 days prior written notice from the City when requested by the City due to an emergency, or as the parties may otherwise agree in writing. Such relocation, removal or reinstallation by the Provider shall be at no cost to the City. The Provider may ask for a meeting with the City to discuss the relocation, and alignment for the relocated Provider Facilities. If a City project is funded by federal or State monies that specifically include an amount allocated to defray the expenses of relocation of Provider Facilities, the City shall reimburse the Provider up to the extent of such specified amount for any actual relocation costs mandated by the project to the extent that the City actually receives such federal or State funds earmarked for that purpose. The requirements of this Section 7.8 shall not be construed to be in derogation of any right or cause of action for reimbursement the Provider may have against a developer or other private interest which causes the need to move its lines or Facilities. Such right or cause of action, however, shall not be used as an excuse to delay or avoid its obligations under this section.

7.9 **Protect City Property.** The Provider shall not damage City property in its exercise of any rights or privileges herein granted. The Provider shall be liable for any damage or injury caused by Provider, its officers, employees, agents and contractors suffered by the City as a result of the exercise by the Provider of any rights or privileges herein granted. This section shall be applicable only to City and Provider relationships. Nothing herein contained shall be construed to affect the liability of the Provider to third-party claims.
7.10 **Underground Installations.** The Provider will be permitted to install Facilities overhead if it meets the following conditions: (a) it agrees at its sole cost to place the Facilities underground when the City directs, and so long as the City, at the same time; directs other telecommunication or utility providers with overhead facilities in the same location to move their facilities underground; (b) it is not feasible to go underground at the time; and (c) lines can be placed on already existing poles. Notwithstanding the foregoing, if other telecommunication or utility lines are currently underground in any Public Way in which Provider installs its Facilities, then Provider shall install its fiber optic cables and other Facilities underground. Only those Facilities may be left above ground which cannot practically be placed underground.

7.11 **Cooperation with Others in Placing Lines Underground.** The Provider shall, when undertaking a project of placing its fiber optic lines and other Facilities underground, cooperate with other utilities, agencies, or companies which have their lines overhead to have all lines placed underground as part of the same project. When other public utility companies or telecommunication companies are placing their lines underground, the Provider shall, where feasible, cooperate with these utilities and companies and undertake to place its Facilities underground as part of the same project. The City shall request that Provider be given at least 60 days notice of such project. Notwithstanding anything contained in this Section 7.11, the Provider shall not be required to cooperate in any way that would inhibit Provider’s completion date.

7.12 **Prohibitions.** Except as otherwise provided herein, Facilities maintained or installed by Provider within the City shall be so located and constructed as not to do any of the following acts:

(a) Interfere with access to or use of any water or fire hydrant; obscure the vision of or interfere with the installation of any traffic-control device or traffic or information sign or signal;

(b) Interfere with sight distance established by any ordinance or law;

(c) Obscure the light from any street light;

(d) Cross any water or sewer line except at a 90-degree angle, except in accordance with a specific permit for such crossing issued by the City;

(e) Damage irrigation, landscaping or trees owned or maintained by the City;

(f) Damage any communications lines owned or maintained by the City; and

(g) Install Facilities in the paved sidewalk area unless authorized in advance by the City.

7.13 **Removal and Relocation.** The City shall have authority to require Provider to remove or relocate any facility located in violation of this Article 7 at Provider’s sole expense. Such relocation or removal shall be completed within sixty (60) days (or other period of time as the parties may mutually agree to be acceptable for the required work) of written notice from the City. The notice shall prescribe the area where the facility is located, nature of the violation, and any other special conditions deemed necessary by the City.
7.14 **As-Built Drawings.** After construction of new Company Facilities or extensions of existing Facilities, Provider shall promptly develop and deliver to the City as-built drawings and maps in a format requested by the City.

7.15 **Damage to Others’ Facilities.** During construction or maintenance, if Provider, its contractors, subcontractors, employees, agents or assigns causes damage to or a break in any lines, cables, ducts, conduit or other facilities located in or out of the Public Ways, the Provider shall immediately notify the affected party and the City by the fastest practical means.

7.16 **Hazardous Materials.** If contaminated or Hazardous Material is discovered within or adjacent to the Public Way, the Provider shall stop work in that affected area, immediately notify the City Engineer of the hazardous material, and report accurately and in writing the facts of the encounter to the City Engineer. Work in the affected area shall not thereafter be resumed except by written order of the City Engineer unless and until the material is determined not to be a Hazardous Material or the Hazardous Material is remediated as required by law. Response to, remediation of, and liability for Hazardous Materials shall comply with Section 2.19 of the Standard Specifications – General Conditions and applicable federal and Utah law, provided, however, that Provider shall not be liable for any remediation or other work arising from Hazardous Materials unless Provider, its employees, agents, contractor, or subcontractor, is directly responsible for introducing Hazardous Material or causing the release of the Hazardous Material, or is otherwise liable under applicable law. To the extent that Provider is responsible for any remediation or similar work regarding Hazardous Substance, before recommencing work within the Public Way, the Provider shall provide the City Engineer with plans and other documentation that demonstrates that the contaminated or Hazardous Material has been or will be properly handled, and that continued work within the Public Way poses no threat to the environment and/or human health or the safety of public or private property.

The terms of this section shall survive the termination of this Agreement.

7.17 The term “**Hazardous Material**” shall mean any substance:

(a) which is flammable, explosive, radioactive, toxic, corrosive, infectious, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the State of Utah or any political subdivision thereof; or

(b) which contains asbestos, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity or petroleum, including crude oil or any fraction thereof; or

(c) which is or becomes defined as a pollutant, contaminant, hazardous waste, hazardous substance, hazardous material or toxic substance under the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6987; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601-9657; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101-5127; the Clean Water Act, 33 U.S.C. §§ 1251-1387; the Clean Air Act, 42 U.S.C. §§ 7401-7642; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2655; the Safe Drinking Water Act, 42 U.S.C. §§ 300f - 300j; the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. §§ 11001-11050; under title 19, chapter 6 of the Utah Code, as any of the same have been or from time to time may be amended; and any similar federal, State and local laws, statutes, ordinances, codes, rules, regulations, orders or decrees.
relating to environmental conditions, industrial hygiene or Hazardous Materials on the Public Ways, including all interpretations, policies, guidelines and/or directives of the various governmental authorities responsible for administering any of the foregoing, now in effect or hereafter adopted, published and/or promulgated; or

(d) the presence of which in the Public Ways requires investigation or remediation under any federal, State or local statute, regulation, ordinance, order, action, policy, or common law; or

(e) the presence of which on the Public Ways causes or threatens to cause a nuisance on the Public Ways or to adjacent properties or poses or threatens to pose a hazard to the health and safety of persons on or about the Public Ways.

ARTICLE 8. SEVERABILITY

If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Rights-of-Way Ordinance is for any reason determined to be or rendered illegal, invalid or superseded by other lawful authority, including any State or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof unless the Agreement cannot reasonably be construed to effectively implement the intent of the parties as provided herein. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate a mutually acceptable amendment to this Agreement. As used herein, “material consideration” for the City is the State of Utah’s right or ability to collect the Telecommunication License Tax, or if that tax may no longer be collected for Provider’s use of the City’s Public Ways, then a lawful franchise fee as provided in Section 3.1 above during the term of this Agreement, and its ability to manage the Public Ways as provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City’s Road Excavation Ordinance. For the Provider, “material consideration” is its ability to use the Public Ways for telecommunication purposes as provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City’s Road Excavation Ordinance.

ARTICLE 9. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES

9.1 Grounds for Termination. The City may terminate or revoke this Agreement and all rights and privileges herein provided, upon ninety (90) days prior notice, for any of the following reasons:

(a) The Provider fails to make timely payments of the Telecommunication License Tax, or alternative payments due under Section 3.1 above and does not correct such failure within sixty (60) calendar days after receipt of written notice from the City of such failure;

(b) The Provider, by act or omission, violates a duty herein set forth in any particular within the Provider’s control, and with respect to which redress is not otherwise herein provided. In such event, the City determines, after a hearing, that such violation has occurred and thereupon, after written notice to the Provider of such determination, the Provider, within sixty (60) calendar days of such notice, shall commence and diligently pursue efforts to remedy the conditions
identified in the notice and shall have ninety (90) calendar days from the date it receives notice (or if the violation is of such nature that a longer time as is necessary to complete the required work, then the time needed to complete the work (“Correction Time”), provided that the reason for the failure to complete the work within time required just above was not the intentional or negligent act or omission of the Provider) to remedy the conditions. After the expiration of such 90-day period (or if the failure is of such nature that a longer time as is necessary to complete the required work, then the time needed to complete the work, provided that the reason for the noncompliance was not the intentional or negligent act or omission of the Provider) and failure to correct such conditions, the City may declare the franchise forfeited and this Agreement terminated, and thereupon, the Provider shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be corrected within the 90-day time period provided above, the City shall provide additional time for the correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Provider; or

(c) The Provider becomes insolvent, unable or unwilling to pay its debts when due; is adjudged bankrupt; or all or part of its Facilities should be sold under an instrument to secure a debt and is not redeemed by the Provider within sixty (60) days.

9.2 Reserved Rights. Nothing contained herein shall be deemed to preclude the Provider from pursuing any legal or equitable rights or remedies it may have to challenge the action of the City.

9.3 Remedies at Law. In the event the Provider or the City fails to fulfill any of its respective obligations under this Agreement, the City or the Provider, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law or equity; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

9.4 Third-Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Provider. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 10. PARTIES’ REPRESENTATIVES

10.1 City Representative and Address. The City Engineer or his/her designee(s) shall serve as the City’s representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from the Provider to the City pursuant to or concerning this Agreement, shall be delivered to the City’s representative at the following address: City Engineer, Public Works Department, 655 W Center Street, Midvale, Utah 84047 (“City Representative”), or such other officer and address as the City may designate by written notice to the Provider.

10.2 Provider Representative and Address. The Franchise Manager (“Provider’s Representative”) or his/her designee(s) shall serve as the Provider’s representative regarding
administration of and communication about this Agreement. Provider shall provide to the City’s Representative the Provider’s Representative’s current office and wireless telephone numbers, facsimile and e-mail contact information. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from the City to the Provider pursuant to or concerning this Agreement, shall be delivered to the Provider’s Representative at the following address: 600 Hidden Ridge, Mailcode: HQE02E102, Irving, Texas 75038, or such officer and address as the Provider may designate by written notice to the City. Any legal notice to Provider shall also be copied to Provider’s Legal Department at the above address.

ARTICLE 11. INSURANCE AND INDEMNIFICATION

11.1 Insurance.

(a) On or before the effective date of this Agreement, Provider shall file with the City a certificate of insurance and thereafter continually maintain in full force and effect at all times for the full term of the franchise, at the expense of Provider, a comprehensive general liability insurance policy, including underground property damage coverage, written by a company authorized to do business in the State of Utah with an A.M. Best rating of at least A-IX protecting the City against liability for loss of bodily injury and property damage occasioned by the installation, removal, maintenance or operation of the communications system by Provider in the following minimum amounts:

(1) Ten Million Dollars ($10,000,000.00) combined single limit, bodily injury and for real property damage in any one occurrence.

(2) Ten Million Dollars ($10,000,000.00) aggregate.

(b) Provider shall also file with the City Recorder a certificate of insurance for a comprehensive automobile liability insurance policy written by a company authorized to do business in the State of Utah with an A.M. Best rating of at least A-IX for all owned, non-owned, hired and leased vehicles operated by Provider, with limits not less than Two Million Dollars ($2,000,000.00) each accident, single limit, bodily injury and property damage combined.

(c) Provider shall also maintain, and by its acceptance of any franchise granted hereunder, specifically agrees that it will continually maintain throughout the term of the franchise, workers compensation and employers liability, valid in the State, in the minimum amount of the statutory limit for workers compensation and Five Hundred Thousand Dollars ($500,000.00) for employer’s liability.

(d) All liability insurance required pursuant to this section shall name the City and its officers, employees, board members and elected officials as additional insureds (as the interests of each insured may appear) and shall be kept in full force and effect by Provider during the existence of the franchise and until after the removal or abandonment with the City Engineer’s approval of all poles, wires, cables, underground conduits, manholes and any other conductors and fixtures installed by Provider incident to the maintenance and operation of the communications system as defined in this Agreement. Failure to obtain and maintain continuously the required insurance shall constitute a substantial violation of this Agreement. Upon receipt of notice from its insurer(s) Provider will provide the City thirty (30) days prior written notice of cancellation of any coverage required herein.
(e) The City reserves and the Provider acknowledges the right to modify the insurance requirements contained herein based upon changes in the Utah Governmental Immunity Act, Title 63G, Chapter 7, Utah Code Annotated.

11.2 **Indemnification.** Provider hereby agrees to indemnify, defend and hold harmless the City, its officials, officers, employees and insurance carriers, individually and collectively from all losses, claims, suits, judgments, demands, expenses, subrogation, reasonable attorney’s fees, costs or actions of any kind and nature resulting from personal or bodily injury to any person, including employees of Provider or of any contractor or subcontractor employed by Provider (including bodily injury and death) or damages to any property, arising directly out of the negligent acts or omissions of Provider, its contractors, subcontractors, officers and employees while exercising any of the rights or privileges granted by this Agreement, except to the extent that such losses, claims, demands, or damages are caused by the negligent acts or omissions of the City, its officers, agents, or employees.

This section and the following section shall survive the termination of this Agreement.

11.3 **City Participation in Litigation.** The Provider shall immediately notify the City of any litigation which would affect the franchise or the City’s rights under this Agreement. The City shall promptly give written notice to Provider of any claim, demand, lien, liability or damage with respect to which the City seeks indemnification and, unless in the City’s judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability or damage, the City shall permit Provider to assume the defense of such with counsel of Provider’s choosing, unless the City reasonably objects to such counsel. City’s failure to so notify and request indemnification shall not relieve Provider of any liability that Provider might have, except to the extent that such failure prejudices Provider’s ability to defend such claim or suit. In the event that Provider refuses the tender of defense in any suit or any claim as required under the indemnification provisions contained herein, and that refusal is subsequently determined by a court having appropriate jurisdiction (or such other tribunal that the Parties agree to decide the matter), to have been a wrongful refusal on the part of Provider, Provider shall pay all of City’s reasonable costs for defense of the action, including all reasonable expert witness fees, costs and attorneys’ fees and including costs and fees incurred in recovering under this indemnification provision. City shall have the right, at City’s sole cost and expense, to employ separate counsel on behalf of City to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim, and the relevant records of each Party shall be available to the other party with respect to any such defense. No compromise or settlement shall be approved or executed without the prior written consent of City and Provider. If the City refuses a compromise or settlement that has been approved by Provider, City shall, at its sole cost and expense take over the defense and Provider shall not be responsible for, nor obligated to indemnify City, against any cost or liability in excess of such refused compromise or settlement.

**ARTICLE 12. SECURITY FOR PERFORMANCE**

12.1 **Form, Amount.** The Provider shall post with the City a security fund in the form of a surety bond, cash, an irrevocable letter of credit or a performance bond in the amount determined by the City Engineer, using the following generally accepted industry standards: (1) The City will not require a bond until Provider has a pending project with the City, (2) The bond amount may vary depending on the risk factors, but will be at a minimum 110% of the projected cost of the project; (3) The bond funds may be refunded/released as milestones of the project are completed; and (4) The City will keep back 25%,
when the project is completed for a reasonable length of time, which may vary upon the risk factors in
determining that the work has been completed in a satisfactory manner in accordance with industry
standards. It is the Provider's responsibility to maintain this security fund throughout the Agreement
term.

12.2 Use. The City may draw on or make claim against the security fund to ensure the
Provider's faithful performance of its obligations of this Agreement in accordance with applicable law. If
Provider fails to perform its obligations under this Agreement in any respect, including making any
payment to the City required by this Agreement or by applicable law, and reimbursable costs incurred by
the City, the City may, after thirty (30) days' written notice to the Provider, withdraw or make a claim for
that amount from the security fund. The City shall notify the Provider of the amount and date of any such
withdrawal.

12.3 Restoration of Fund. Within forty-five (45) calendar days after the City gives Provider
written notice that an amount has been withdrawn from the security fund or that the value of the surety
bond has been reduced pursuant to Section 12.2 above, the Provider must deposit a sum of money in the
security fund or shall restore the surety bond sufficient to restore it to the bond amount. If Provider fails
to do so, such failure to restore shall be a material breach of this Agreement.

12.4 Return of Fund. If the Agreement terminates for any reason, and the Provider has ceased
to provide service in the City, the balance of the security fund that remains following termination of the
Agreement and satisfaction of all of Provider's obligations secured by the fund shall be returned to
Provider. The City shall be under no obligation to return funds until it has had adequate time to evaluate
Provider's unmet obligations, but no longer than 180 days, has elapsed for the City to determine that all
such obligations have been satisfied.

12.5 Letter of Credit. Any letter of credit used to satisfy any portion of the security fund
requirement must:

(a) Be issued by a bank licensed to do and doing business in Utah;

(b) Be irrevocable;

(c) Provide for automatic renewal of the letter of credit unless the bank has
given the City written notice of its termination by certified mail at least sixty (60) days prior to expiration
of the letter of credit;

(d) Provide that the City may draw against the letter of credit at any time prior to
expiration of the letter of credit;

(e) Provide that the City may draw against the letter of credit and hold the funds in
escrow after termination of the Agreement:

(1) if the City has filed an action;

(2) if the City has sought to draw against the letter of credit prior to termination
and Provider has contested the action or appealed the notice and order prior to
termination; or

(3) if the bank or the Provider has challenged or appealed the draw.
ARTICLE 13. GENERAL PROVISIONS

13.1 **Binding Agreement.** The parties represent that (a) when executed by their respective representatives who sign below, this Agreement shall constitute legal and binding obligations of the parties; and (b) that each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement. This Agreement shall be binding upon the successors, administrators and permitted assigns of each of the parties.

13.2 **Utah Law, Litigation.** This Agreement shall be interpreted pursuant to Utah law. Any claim or lawsuit arising out of this Agreement shall be brought in the Third District Court of the State of Utah, or if the Third District Court lacks jurisdiction, then suit shall be brought in the U.S. District Court for the State of Utah located in Salt Lake County, Utah, if that court has jurisdiction. The parties waive any right to trial by jury or to have a jury participate in resolving any dispute, whether sounding in contract, tort, or otherwise, between them arising out of this Agreement or any other instrument, document, or agreement executed or delivered in connection herewith or the transactions related hereto.

13.3 **Meet and Discuss; Mediation.** Notwithstanding any other provision contained herein, before the City or the Provider brings an action or claim before any court or regulatory body arising out of a duty or right arising under this Agreement, the Provider and the City shall first make a good-faith effort to resolve their dispute by discussion and then, if that fails, by nonbinding mediation by a mediator acceptable to both parties, the cost of which shall be borne equally by the parties.

13.4 **Time of Essence.** Time shall be of the essence of this Agreement.

13.5 **Entire Agreement, Modification, No Waiver.** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior negotiations, agreements or understandings between the parties related to the subject matter hereof. None of the provisions of this Agreement may be altered or modified except through an instrument in writing signed by both parties. No failure by any party to insist on the strict performance of any covenant, duty or condition of this Agreement or to exercise any right or remedy consequent on a breach of this Agreement shall constitute a waiver of any such breach or any other covenant, duty or condition. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. Each of the foregoing genders and plurals is understood to refer to a corporation, partnership or other legal entity when the context so requires.

13.6 **No Presumption.** Both parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

13.7 **Warranty of Authorization.** The person signing for and on behalf of Provider warrants and represents that he or she is duly authorized and empowered to enter into this Agreement for and on behalf of Provider, and that Provider is duly organized and validly existing under the laws of the State of Delaware, and that by his or her signature, he or she does bind Provider to the terms of this Agreement. The person signing below for Provider warrants to the City that all necessary company approvals, authorizations and consents have been obtained, and all company procedures required to be taken by
Provider’s articles of organization, have been followed to enable Provider to enter into this Agreement and to perform its duties hereunder.

13.8 Effective Date. This Agreement shall be effective on the day the following requirements have been completed: the Agreement has been signed by both parties; and the Provider has filed with the City the certificates of insurance required in Section 11.1 above.

SIGNED AND APPROVED this ____ day of ______________________, 2018.

Signature page follows.
MIDVALE CITY

ATTEST:

______________________________________ ______________________ ________________
Robert M. Hale, Mayor      Rori Andreason, City Recorder

APPROVED: MIDVALE CITY COUNCIL

______________________________________ DATE: ________________________________
Robert M. Hale, Mayor

SIGNED AND APPROVED this ___ day of ______________________, 2018.

MCImetro Access Transmission Services Corp. d/b/a
Verizon Access Transmission Services

__________________________________
Signature

__________________________________
Name

__________________________________
Title

STATE OF _________________) lvat4e: ss.
COUNTY OF _________________)

On the _____ day of _________________, 2018, personally appeared before me (name of signer) _____________________________, who, being by me duly sworn on oath did say that he or she is the _____________________________, who duly acknowledged to me that he or she executed the same, and has authority to bind said company by his or her signature to this Agreement, and that the foregoing instrument was signed on behalf of said company.

__________________________________
NOTARY PUBLIC, Residing in

__________________________________
My commission Expires:

SIGNED this ___ day of ______________________, 2018.