PUBLIC NOTICE IS HEREBY GIVEN that the Midvale City Council will hold a regular meeting on the 27th day of August 2019 at Midvale City Hall, 7505 South Holden Street, Midvale, Utah as follows:

5:30 PM – Dinner, Dahl Conference Room

6:00 PM – Dahl Conference Room
WORKSHOP
A. Discuss Elected Officials Compensation and Benefits [Kane Loader, City Manager]

B. CLOSED SESSION TO DISCUSS DEPLOYMENT OF SECURITY PERSONNEL, DEVICES, OR SYSTEMS

7:00 PM
REGULAR MEETING – Council Chambers

I. GENERAL BUSINESS
A. WELCOME AND PLEDGE OF ALLEGIANCE
B. ROLL CALL
C. Unified Police Report
D. [Proclamation for Tony Mason, Police Chief]
E. UTOPIA/UIA Update
F. Discuss I-15 Northbound Construction [Matt Dahl, Assistant City Manager/CD Director]

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

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

IV. MAYOR ROBERT M. HALE REPORT
V. CITY MANAGER REPORT

VI. DEPARTMENT REPORTS
A. Admin Services Report [Bryce Haderlie, Assistant City Manager/Admin Services Director]

VII. PUBLIC HEARINGS
A. Consider Final Subdivision Plat for View 72 Retail 4th Amended Subdivision located at 7225 South Bingham Junction Boulevard [Lesley Burns, City Planner]

ACTION: APPROVAL OF FINAL SUBDIVISION PLAT FOR VIEW 72 RETAIL 4TH AMENDED SUBDIVISION LOCATED AT 7225 SOUTH BINGHAM JUNCTION BOULEVARD

VIII. CONSENT AGENDA
A. Consider Minutes of August 6, 2019 [Rori Andreason, H.R. Director/City Recorder]

IX. ACTION ITEMS
A. Consider Resolution No. 2019-R-37 Accepting and Approving the Results of the Municipal Primary Election held August 6, 2019 as shown on the Canvass Report [Rori Andreason, H.R. Director/City Recorder]

B. Consider Resolution No. 2019-R-38 for Review and Approval of the FY2019 Justice Assistance Grant (JAG) Program [Randy Thomas, UPD Police Chief]

C. Consider Resolution No. 2019-R-39 Authorizing the Mayor to enter into a Contract with SKM Engineering, LLC for the Midvale City Water & Sewer System Supervisory Control and Acquisition (SCADA) System Project [Glen Kennedy, Public Works Director]

D. Consider Resolution No. 2019-R-40 a Resolution Approving the Fourth Amendment to the Development Agreement for the Junction at Midvale Project [Lesley Burns, City Planner]

E. Consider Resolution No. 2019-R-41 a Resolution Approving the First Amendment to the Easement Agreement for the CHG Project [Lesley Burns, City Planner]

F. Consider Resolution No. 2019-R-42 Authorizing the Mayor to enter into an agreement with Beck Construction for the 2019 Midvale Sewer Rehabilitation Project [Glen Kennedy, Public Works Director]

G. Consider Resolution No. 2019-R-43 Authorizing the Mayor to enter into an agreement with Rocky Mountain Power for Electrical Service at the Intersection of 700 West and Ivy Dr [Matt Dahl, Assistant City Manager/CD Director]

X. DISCUSSION ITEMS
A. Discuss Staffing Needs in Community Development [Matt Dahl, Assistant City Manager/CD Director]
B. Discuss Cannabis and Tobacco related Ordinance Amendments [Lesley Burns, City Planner]

C. Discussion regarding the Surplus and Sale of Real Property located at approximately 8580 South 220 East in Sandy City [Lisa Garner, City Attorney]

XI. ADJOURN

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

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

DATE POSTED: AUGUST 23, 2019

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

Proclamation

Whereas, Tony Mason is recognized for his participation, involvement and dedicated service to the Midvale City Community; and

Whereas, Tony Mason served as a Patrol Officer, Detective, Sergeant, Assistant Chief, Chief of Police and ending his career with the Unified Police Department as Midvale City Chief of Police totaling 35 years of service; and

Whereas, Tony Mason made a difference in the community working through issues establishing a crime free multi-housing program that resulted in a reduction of crimes in the multi housing units; and

Whereas, Tony Mason worked an undercover sting operation while assigned with the Salt Lake Metro Gang Unit, he made many arrests and took down the leadership of seven different gangs; and

Whereas, Tony Mason worked assignments in patrol and crime prevention and was assigned to work the 2002 Olympics as a supervisor at the Delta Center; and

Whereas, Tony Mason developed the Crime Victim Advocate Program which is now part of every Unified Police Department Precinct; and

Whereas, Tony Mason assisted in the merger with the Unified Police Department; and

Whereas, Tony Mason was highly involved with the Boys and Girls Club and the Kiwanis Club;

Now, Therefore, let it be resolved that Tony Mason be recognized for his participation, leadership, and dedicated service to Midvale City, Unified Police Department, and the community.

ADOPTED on this 27th day of August 2019

Robert Hale, Mayor

Dustin Gettel, Council Member

Paul Glover, Council Member

Quinn Sperry, Council Member

Bryant Brown, Council Member

Paul Hunt, Council Member

Attest:

Rori Andreasen
City Recorder
SUBJECT:

Public Hearing and Final Subdivision Plat Approval for 1-Lot View 72 Retail Subdivision 4th Amended located at 7235 South Bingham Junction Boulevard

SUBMITTED BY:

Lesley Burns, City Planner

SUMMARY:

The View 72 Retail Subdivision 4th Amended plat proposes to consolidate two lots of the View 72 Retail Subdivision 3rd Amended plat and reconfigure the existing Perpetual Open Space Public Use Easement as part of the CHG Phase 2 project, which includes a new 4-story office building and 4-story parking garage. The property includes approximately 5.1 acres and has frontage along Jordan River Boulevard, Bingham Junction Boulevard, and Grandeur View Way. The proposed subdivision is subject to Title 16 (Subdivisions), Chapter 17-7-9 (Bingham Junction Zone), and Chapter 17-7-9.12.2 (Junction at Midvale Zone).

Staff has found the proposed subdivision complies with the design standard requirements of Title 16. No lot standards apply for the zone and no new public or private streets are proposed. Enough street trees to meet the applicable requirement have been installed. Compliance with infrastructure requirements will be verified during the site plan review.

As this revised plat proposes modifying an easement granted to the City and tied to the Junction at Midvale Development Agreement, a modification to the Development and Easement Agreements where the open space boundaries are described will be required. Changes to the Development and Easement Agreements will require separate review and approval by the City Council. The changes were discussed with the Council on August 6, 2019 and will be presented for formal consideration on August 27, 2019.

Compliance with the development zone requirements was verified prior to construction of the office complex. No new development is proposed at this time.

The applicant’s proposal was sent to Unified Fire Authority and the City Engineer for review and comment and both reviewers approved the plat.

All subdivisions require a review and recommendation from the Planning Commission and approval from the City Council. Public hearings are required to be held by each body. The Planning Commission conducted a public hearing on this subdivision plat on August 14, 2019,
decided to approve the preliminary subdivision plat and forward a recommendation for approval of the final subdivision plat to the City Council with the following conditions:

1. The applicant shall prepare a final subdivision plat to be reviewed and approved by the City Engineer, Fire Marshal, and City Council.
2. This approval is contingent upon the City Council approving the proposed change to the open space easement.
3. The plat shall not be recorded until the City Council approves a revised development agreement incorporating the modified open space easement.

Due to an expedited review process, these conditions have not yet been addressed by the applicant. If the Council is comfortable with the proposal, Staff will verify they are addressed before the plat Mylar is printed and recorded.

**FISCAL IMPACT:** N/A

**STAFF RECOMMENDATION:**

Staff recommends the City Council approve the final subdivision plat for the View 72 Retail Subdivision 4th Amended plat with the following conditions:

1. The applicant shall prepare a final subdivision plat to be reviewed and approved by the City Engineer, Fire Marshal, and City Staff. Once approved by Staff, the applicant shall obtain all required signatures on the final plat Mylar.
2. The plat shall not be recorded until the City Council approves a revised development agreement and a revised easement agreement incorporating the modified open space easement.

**RECOMMENDED MOTION – APPROVAL:**

“Based on compliance with the requirements of the Midvale City Municipal Code demonstrated in the application or addressed by conditions of approval, I move that we approve the final subdivision plat for the View 72 Retail Subdivision 4th Amended plat with the following conditions:

1. The applicant shall prepare a final subdivision plat to be reviewed and approved by the City Engineer, Fire Marshal, and City Staff. Once approved by Staff, the applicant shall obtain all required signatures on the final plat Mylar.
2. The plat shall not be recorded until the City Council approves a revised development agreement and a revised easement agreement incorporating the modified open space easement. These revised agreements shall be recorded concurrently with the subdivision plat.”
RECOMMENDED MOTION – TABLE DECISION:

“I move that we table decision on the View 72 Retail Subdivision 4th Amended final plat to address the following questions/comments:

1. ...
2. ""

ATTACHMENTS:

- Vicinity Map
- Preliminary Plat
I, [Surname] [First Name], do hereby certify that I am a Licensed Land Surveyor, and that I hold Certificate No. [Certificate Number].

For the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and roads together with easements as set forth, hereafter to be known as the: View 72 Retail Subdivision 3rd Amended.

The subdivision is located in the Northeast corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Midvale City, Salt Lake County, Utah.

Lots 3 and 4 of View 72 Retail Subdivision 3rd Amended are located in the Northeast corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian.

The subdivision contains 220,550 square feet or 5.063 acres and 1 lot.

The subdivision is located in Midvale City, Salt Lake County, Utah.

The survey was made on the 26th day of July, 2015.

[Signature]
[License Number]
[Expiration Date]
[Address]
[Telephone]
[Fax]

[Return Address]

[Name]
[License Number]
[Expiration Date]
[Address]
[Telephone]
[Fax]

[Return Address]
5:30 p.m. – Council Meal, Dahl Conference Room

6:10 pm – Workshop, Dahl Conference Room

A. UTA UPDATE – Chair Carlton Christensen
Carlton Christensen updated the City Council on the Utah Transit Authority. He reviewed the new Board of Trustees including himself, Beth Holbrook, and Kent Millington. There is also a UTA Local Advisory Council consisting of the Mayors and elected officials. He also reviewed the Salt Lake County 4th Quarter Implementation as follows:

UTA Local Advisory Council
- Jeff Acerson, Chair – Mayor, Lindon
- Troy Walker, Vice Chair – Mayor, Draper
- Karen Cronin, Vice Chair
- Erik Craythorne – Mayor, West Point
- Leonard Call – Mayor, Pleasant View
- Robert Hale – Mayor, Midvale
- Clint Smith – Council member, Herriman
- Jacqueline Biskupski – Mayor, Salt Lake City
- Julie Fullmer – Mayor, Vineyard

UTA Governance
Salt Lake County 4th Quarter Implementation

- Phased Approach to Service Implementation
- Mobilization phase, fall 2019 - August 2021
- Completion of Service Choices study
- Plan route improvements
- Design and construct support infrastructure
- Preparation for new bus service:
  - Complete Depot District maintenance facility
  - Procure additional buses
  - Hire operators/support staff
  - New bus service, beginning August 2021

Mobilization (2019-2021)

- Estimated allocation of funds (proposed):
  - Bus service improvement and expansion 19%
  - Service related facility improvements 47%
  - State of good repair 28%
  - Administrative service support 6%
New Bus Service and Ongoing Needs
- (Starting August 2021)
- Estimated allocation of funds (proposed):
  - Bus service improvement and expansion: 71%
  - Service related facility improvements 5%
  - State of good repair (Light Rail-TRAX) 24%
  - Administrative service support included above

He reviewed the ridership in Midvale City. They are going to try a new pilot project service micro transit. Focuses only on transit and can provide paratransit.

**Service in Midvale**

<table>
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<tr>
<th>Route</th>
<th>Ridership Average Weekday</th>
<th>Frequency in Minutes Weekday</th>
<th>Frequency in Minutes Saturday</th>
<th>Frequency in Minutes Sunday</th>
<th>Hours of Service Weekday</th>
<th>Hours of Service Saturday</th>
<th>Hours of Service Sunday</th>
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<tr>
<td>201</td>
<td>411</td>
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<tr>
<td>313</td>
<td>52</td>
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<td>6 – 8 am 4 – 6 pm</td>
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<td>Trax Blue Line</td>
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<td>20</td>
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<table>
<thead>
<tr>
<th>ROUTE</th>
<th>Frequency in Minutes</th>
<th>Ridership 2016-17 Ski Season Weekday</th>
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<th>Ridership 2016-17 Ski Season Sunday</th>
<th>Hours of Service</th>
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<td>750</td>
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<td>972</td>
<td>15 Peak Times 30 Midday</td>
<td>917</td>
<td>1222</td>
<td>1247</td>
<td>7 am – 7 pm 8:30 pm down trip Mon-Sat</td>
</tr>
</tbody>
</table>
Kane Loader said the City’s Economic Development Director works hard on the ski corridor. There are new hotels and parking structures he would like to work with UTA on providing service for.

Mayor Hale asked about providing wifi on Trax.

**B. Discuss Bulky Waste Program and Rate Increases**

Glen Kennedy discussed concerns with the current curbside bulky waste pickup. He has tracked costs related to sanitation just for services. Revenue vs cost is okay. Curbside recycling is in the red $31,390.43. So those costs are not being covered. The bulky waste program does not have a fee assessed to the residents so that is a $90,000 loss being subsidized by the first can. With all revenue and expenses leaves the city $5,000 in the black. He discussed the need to pull from the fund balance each year. Next year will leave the city in the red. He said either fees need to be raised or services reduced to cover the costs.

He discussed the Neighborhood Dumpster Program Proposal:

Example Schedule – (12 dumpsters out at a time)
- Monday Drop 6/Wednesday Pick-up 6 – Wednesday Drop 6/Friday Pick-up 6
• Tuesday Drop 6/Thursday Pick-up 6 – Thursday Drop 6/Saturday Pick-up 6
ACE would create a map and provide a link on the City’s website where a resident would be able to search their address and see when the dumpsters are scheduled to be placed in their area.

The program would run from April 1 through November 30 which allows time to get through the entire City.

Cost Breakdown:

Current Annual Curbside Program Costs
ACE Fees $83,140.80
Landfill Fees (Estimated) $22,400.00
Total $105,540.80

Dumpster Program Costs
ACE Fees $121,520.00
Tipping Fees (Estimated) $50,100.00
Total $171,620.00

Difference $66,079.20

• The current tipping fees are based on May’s bulky waste tipping fees X 12
• The projected dumpster program tipping fees are based off experience of an average of approximately 4 ton per dumpster. They typically range between 2 and 5 ton depending on type of materials placed in them.

The difference of $66,080 is about $0.88 a month on a utility bill per resident. In addition, the first year we could buffer the increase by ending our current curbside bulk program in October and beginning the dumpster program next April. (Nov – Mar savings of $38,560)

Benefits:
1. The City does not have constant garbage piles curbside.
2. Compliance issues are isolated to where the dumpsters are located – not City Wide. Easier for Code to enforce and Public Works to handle issues.
3. Eliminates the contradiction to our stormwater regs/requirements by ending the practice of placing refuse in the gutter.
4. Easy for residents and City staff to know when and where dumpsters are scheduled.
5. More debris removed from the City – place a dumpster and it will get used to the fullest extent possible.

He said this issue will be discussed further in a future council meeting.

The workshop adjourned at 6:55 p.m.
The regular meeting was called to order at 7:00 p.m.

I. GENERAL BUSINESS
   A. WELCOME AND PLEDGE OF ALLEGIANCE

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

   C. UNIFIED POLICE DEPARTMENT REPORT
   Chief Randy Thomas reported on the active shooter tragedies that happened in Gilroy California, El Paso Texas, and Dayton Ohio. UPD had a pre brief before Harvest Days on how to react if something like this should happen. Harvest Days was a great event. The units that assisted in Harvest Days were volunteers, Metro Gang Unit, K-9 Unit, Motor Unit, Swat Team, and precinct personnel. They attended many block parties and was able to answer a lot of questions for the community. He said the stats for last month were not complete so he will get them to the Council as soon as possible. The preliminary report is about the same numbers as last year. He reviewed a multi-agency operation held July 17-19. It is a very effective operation. UPD assisted UFA with the structure fire in Cottonwood Heights. August 25-28 the UN Conference is coming to Salt Lake City so they may be on stand by for back up for that event.

   Council Member Quinn Sperry asked about a fence that was hit. Chief Randy Thomas said he asked code enforcement to look into it.

   D. UNIFIED FIRE DEPARTMENT REPORT
   Chief Brad Larson reported their hearts and prayers go out to the families involved in the recent tragedies of the active shooters. Also, the family that lost their home to a fire in Cottonwood Heights. The fire was very difficult with limited water supply. The crews were pulled out of the inside of the home because of the unsafe mushy floors. They are still investigating the cause of the fire. The Harvest Days celebration went very well. Their medical team was in the park and they participated in the parade as well as the block parties. He said he would hand out the statistics at the next council meeting.

II. PUBLIC COMMENTS
   There was no one there who desired to speak.

III. COUNCIL REPORTS
   A. Council Member Quinn Sperry – thanked everyone that helped with Harvest Days. He said he has an address of a street light that is out, which he will email to staff.

   B. Council Member Bryant Brown – thanked Public Works for the pole replacement on Coolidge. He said Harvest Days was great. He said many citizens were concerned about the yards of neighbors. He wanted to caution citizens that what’s beautiful to some may not be to others. Try to be as neighborly as possible. The Hall of Honors is at the Performing Arts Center tomorrow at 7:00 p.m.
C. **Council Member Paul Hunt** – Thanked the staff that helped with Harvest Days, and said he really enjoyed it. The fireworks show was fantastic.

D. **Council Member Dustin Gettel** – said he noticed at the block parties that the city had good representation. The resurfacing project on Bingham Junction had problems. The striping has not been done yet. He feels that the City should not use this contractor in the future. The notification for the resurfacing was sent out at the last minute. These kinds of things need to be added to the Midvale social media or website. He attended the Founders Point block party. It was good to have a new area of Midvale involved in Harvest Days.

E. **Council Member Paul Glover** – thanked everyone who helped with Harvest Days. Everyone was very helpful. He said he would like to discuss glass recycling in a workshop. Also, the West Nile is active, use long sleeves and bug spray.

IV. **MAYOR REPORT**
**Mayor Robert Hale** – had nothing to report.

V. **CITY MANAGER REPORT**
Kane Loader thanked the staff who helped with Harvest Days. He gave a special thanks to Laura Magness who did a great job. He thanked the Police and Fire for their participation. All of the block parties were represented by the city. The community were very supportive with staying with UPD. He was asked a lot about UTOPIA and when the citizens can get it. He told them that we will have a UTOPIA update at the August 27, 2019 council meeting.

VI. **DEPARTMENT REPORTS**
A. **PUBLIC WORKS REPORT**
Glen Kennedy reported that he was very proud of Public Works. They have contributed 700 plus hours for the Harvest Days event. He said they have changed out 96 faulty meters and registers. They have started the Jordan Valley meter takeout. They have received inventory items that were approved in the budget. The wells and tanks have been re-keyed and have new locks. The SCADA RFP was awarded and will bring the contract to the council for approval. The sign on Center Street was installed and looks great. An E-Waste and Shredding event has been scheduled for September 14th at City Hall from 9:00 a.m. to 11:00 a.m. Laura Magness will be advertising this on social media.

B. **COMMUNITY DEVELOPMENT REPORT**
Matt Dahl reported that the Bingham Junction Blvd slurry project was overseen by the Engineering group. He said they have been working on ways to remedy this in the future. When the City enters into a contract with these contractors, they don’t give us specific dates and times of when they are doing these projects. The amount of time staff has knowledge the project is starting is generally very limited. This is the standard for every community. Staff made the decision to do the project at night, with less impact on the residents. The contractor did fail to get the temporary striping on the street. He discussed the differences between a slurry seal and an overlay. He said staff is happy with the actual slurry seal application from the contractor. To improve this process going forward, the
City will provide 48 hours notice to the managers of apartment buildings and add notice to the Midvale Facebook. They would also like to have notices on signage on the roads. With construction projects there will always be inconveniences for the residents. Our staff works very hard on trying to prevent that from happening.

Glen Kennedy said with all of the rain we had early on, it is putting contractors behind a month or more on the projects.

Matt Dahl said there were a lot of positive people at the block parties that wanted to participate with main street and the planning commission. He thanked Glen Kennedy for taking care of the issues that were brought up at the block parties. He said he has hired two people in the community development and RDA. The new executive assistant for the RDA is Alison Canar, and a GIS Tech that will be staring in a couple of weeks. He said there were 40 cases reported in June and July for code enforcement. There are five major cases he is working on that will take some time to resolve. In relation to the issues of the rain, there were projects that were held back so the engineering department are extremely busy. They are working overtime hours to keep up.

VII. CONSENT AGENDA

A. CONSIDER MINUTES OF JULY 16, 2019

B. CONSIDER RESOLUTION NO. 2019-R-33 AUTHORIZING THE MAYOR TO ENTER INTO A LANDSCAPING AGREEMENT ON 9TH AVENUE

MOTION: Council Member Paul Glover MOVED to approve the consent agenda. The motion was SECONDED by Council Member Bryant Brown. Mayor Hale called for discussion on the motion. There being none, he called for 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 Aye
- Council Member Dustin Gettel Aye

The motion passed unanimously.

VIII. ACTION ITEMS

A. CONSIDER RESOLUTION NO. 2019-R-34 APPOINTING DAVID M. STENQUIST AS THE CITY TREASURER

David Stenquist introduced himself and said he was excited to join Midvale City. Bryce Haderlie said there were eighteen applications submitted for the City Treasurer position and after interviewing the top six candidates, staff forwarded Mr. David Stenquist to Kane and the Mayor for a final interview. Mr. Stenquist is highly qualified both academically and with career experience to fulfill the duties of Treasurer.

FISCAL IMPACT: This position is included in the budget.
MOTION: Council Member Paul Hunt MOVED to Approve Resolution No. 2019-R-34 Confirming the Mayor’s Appointment of David M. Stenquist as the City Treasurer of Midvale City. The motion was SECONDED by Council Member Quinn Sperry. Mayor Hale called for discussion on the motion. There being none, he called for 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 Aye
- Council Member Dustin Gettel Aye

The motion passed unanimously.

Rori Andreason administered the oath of office to David Stenquist as the Midvale City Treasurer.

B. CONSIDER A FINAL SUBDIVISION PLAT APPROVAL REQUEST FOR 4-LOT JORDAN BLUFFS LOT 2 2ND AMENDED SUBDIVISION LOCATED AT APPROXIMATELY 8500 SOUTH AND 700 WEST/MAIN STREET

Alex Murphy said the proposed Jordan Bluffs Lot 2, 2nd Amended Subdivision plat consists of four (4) proposed lots with 209.56 acres located on Jordan Bluffs between Center Street, Main Street, and the Jordan River. This request was submitted by Ben Seastrand, representing KC Gardner Company, to create the development parcels for Pod C in the Jordan Bluffs Subareas 1-3 zone. No new development is proposed as part of this subdivision request.

All subdivisions require a review and recommendation from the Planning Commission and approval from the City Council. Public hearings are required to be held by each body. The Planning Commission conducted a public hearing on this subdivision plat and issued a recommendation on the application on June 12, 2019. The Council conducted a public hearing on this subdivision plat on June 5, 2018 and approved the preliminary subdivision plat with the following conditions:

1. The applicant shall prepare a final subdivision plat to be reviewed and approved by the City Engineer, Fire Marshal, and City Council.

2. The applicant shall complete the required review processes described in the Jordan Bluffs Subareas 1-3 Development Zone ordinance prior to any construction on the site. A note to this effect shall be added to the plat.

3. Street trees and public infrastructure within and adjacent to the property shall be addressed with each site development plan. A note to this effect shall be added to the plat.
4. The plat shall be amended to include both the Base Flood Elevation and boundary of the Zone AE special flood hazard area identified on the Flood Insurance Rate Map.

The applicant has prepared a final subdivision plat and included the required notes. The City Engineer and Area Fire Inspector have reviewed and approved the plat.

MOTION: Council Member Paul Hunt MOVED that based on compliance with the requirements of the Midvale City Municipal Code, I move that we approve the final subdivision plat for the Jordan Bluffs Lot 2 2nd Amended Subdivision plat with the following conditions:
1. The applicant shall obtain all required signatures on the final subdivision plat Mylar.

The motion was SECONDED by Council Member Bryant Brown. Mayor Hale called for discussion on the motion. There being none, he called for 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 Aye
- Council Member Dustin Gettel Aye

The motion passed unanimously.

C. CONSIDER RESOLUTION NO. 2019-R-35 APPOINTING DUSTIN SNOW TO THE PLANNING COMMISSION

Mayor Hale said with the resignation of one of the alternate members of the Planning Commission, there is an unexpired term needing to be filled through December 31, 2023. I have interviewed residents who expressed interest in serving on the Planning Commission and am recommending Dustin Snow be appointed to fill the unexpired term. Dustin Snow has been a resident of Midvale for 18 years and resides on Mecham Lane (District 1). He has a construction and land development background and understands the role of the Planning Commission, having addressed Planning Commissions in various communities through his work. Mr. Snow volunteers with Hillcrest High School X-Country and Track. After talking with him, I believe he has Midvale’s best interests in mind for a strong community and prosperous city and will bring insight and fair decision making to the Planning Commission. It is my recommendation the City Council adopts Resolution No. 2019-R-35, appointing Dustin Snow as an alternate member of the Planning Commission.

Dustin Snow introduced himself and discussed his experience and background with the Council Members.

MOTION: Council Member Paul Hunt MOVED to adopt Resolution No. 2019-R-35 Appointing Dustin Snow as an Alternate Member of the Planning Commission. The motion was SECONDED by Council Member Quinn
Sperry. Mayor Hale called for discussion on the motion. There being none, he called for 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  Aye
Council Member Dustin Gettel  No

The motion passed 4-1 in favor.

D. DISCUSSION AND ACTION REGARDING RESOLUTION NO. 2019-R-36 AUTHORIZING THE EXECUTION OF THE CDBG GRANT AGREEMENT BETWEEN MIDVALE CITY AND SALT LAKE COUNTY FOR FUNDING THE MIDVALE CITY ADA IMPROVEMENT

Matt Dahl said in the fall of 2018, Midvale City applied to Salt Lake County for a Community Development Block Grant (CDBG) in the amount of $150,000. The grant was requested in order to fund the Midvale City ADA Improvement Project (Project). The Project is intended to install or reconstruct 45 American with Disabilities Act compliant sidewalk ramps in the Copperview and Central Midvale neighborhoods (approximately State Street to Interstate 15 and 7800 South to 9000 South). The Project is intended to be bid out in January 2020 with construction to proceed as weather allows during the Spring of 2020.

In the Spring of 2019, Salt Lake County approved Midvale’s grant request for the Project. In order to receive the approved grant funds, Midvale must enter into a grant agreement with Salt Lake County. Midvale Staff has worked with Salt Lake County to develop the terms of the Grant Agreement. The Grant Agreement includes standard requirements included in all Salt Lake County CDBG Grant Agreements, as well as Project specific terms. The CDBG Grant Agreement includes the following terms (among others):

• Grant Amount: $150,000
• Midvale City Program Contribution: $50,000
• Period of Performance: July 1, 2019 – June 30, 2020
• Agreement Expiration: August 31, 2020
• Scope of Project: Construction and Reconstruction of 45 ADA compliant sidewalk ramps.
• Methods of Disbursement: Lump sum reimbursement at completion of project or periodic payments throughout the project.

FISCAL IMPACT: The fiscal impact of the CDBG Grant Agreement is minimal. The City is committing to spend $50,000 on the design and construction of ADA ramps. The City’s contribution will come from funds already budgeted for street improvements that include ADA
ramp construction. The $150,000 grant will be added to the FY20 Budget for implementation of the ADA Improvement Program.

MOTION: Council Member Quinn Sperry MOVED to suspend the rules and adopt Resolution No. 2019-R-36 Authorizing the execution of the CDBG Grant Agreement between Midvale City and Salt Lake County. The motion was SECONDED by Council Member Paul Glover. Mayor Hale called for discussion on the motion. There being none, he called for 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 Aye
- Council Member Dustin Gettel Aye

The motion passed unanimously.

IX. DISCUSSION ITEMS
A. DISCUSS AMENDMENTS TO THE OPEN SPACE EXHIBITS FOR THE JUNCTION AT MIDVALE DEVELOPMENT AGREEMENT

Alex Murphy said On November 13, 2007, the City of Midvale entered into a Development Agreement, known as The Junction at Midvale Development Agreement, for property located south of 7200 South between 700 West and the Jordan River. This Development Agreement is intended to support development of this area into an overall mixed-use retail, residential, and office project and addresses various issues related to the project area. As part of the overall density and land uses allowed in The Junction at Midvale master planned area, the master developer was required to provide a minimum of 20% of the land area as public open space and the Development Agreement addresses the locations of this public open space. Since the initial approval of the development agreement, 3 amendments to the open space plan have been approved, with the latest taking effect in June 2015.

Staff is currently reviewing an application from Gardner Company to expand the CHG office complex with an additional 4-story building and parking garage. The proposed location of the parking garage and loading area access road cut into an existing required open space area that would need to be amended to accommodate the project. The developer proposes to reconfigure the shape of the open space area along Jordan River Boulevard to allow an access route along the north side of the parking garage for emergency vehicles and a loading dock. The amount of open space remains the same with this proposal.

The applicant has prepared a revised open space exhibit to replace the current open space plan in the development agreement. The revised exhibit accommodates the developer’s proposal while still complying with the required minimum amount of open space for the agreement area. All other conditions and terms of the original Development Agreement would remain as approved with no additional changes.

He said he would schedule this item for action at the next Council meeting.
B. DISCUSSION OF 4/10 WORK SCHEDULE
Kane Loader discussed the 4/10 work schedule as follows:

**Introduction:**
Innovation, customer service, protecting the environment, work-life balance is just a few of the catch phrases used to describe the opportunities facing city government. With these prospects, Midvale City continues to explore new ways to adapt to citizen needs and expectations by providing outstanding service while hiring and retaining quality employees that go above and beyond the status quo.

Adapting office hours, enhancing technological service, and modifying work schedules are some of the innovative ways that Midvale is looking to improve customer service and enhance employee morale. This concept has grown from the following: 1) Friday’s have very low customer traffic, 2) Longer daytime hours can enhance customer service and efficiency, 3) A majority of our employees have expressed support for a 4/10 schedule (see table below).

<table>
<thead>
<tr>
<th>For 4/10 Schedule</th>
<th>Against 4/10 Schedule</th>
<th>Don’t Care</th>
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<td>38</td>
<td>12</td>
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This document covers the recommended changes along with the pros and cons discovered in the research and proposed remedies for concerns and challenges. As with any proposal, nothing is perfect the first time, adjustments and modifications are eminent, and teamwork with good communication allow for the best results.

**Proposal:**
- It is proposed that the City adopt a four-day, ten-hour per day work week (4/10 schedule) and be open from 7:00 a.m. to 6:00 p.m. City Hall, the Justice Court and the Public Works buildings, under this new schedule, will be open Monday thru Thursday and be closed on Friday. This would replace the current hours of Mon-Fri, 8:00 a.m. to 6:00 p.m. schedule. This means that City Hall and the Justice Court would be open to the public a total of 44 hours per week instead of 50 hours under the current 9-hour schedule and one hour earlier each morning.

- Flex scheduling will be incorporated by the departments in order to cover City Hall and the Justice Court to be open and accessible to the public 11-hours per day.

- Five day per week service will still be offered in the building inspections, public works inspections, code enforcement and public works emergency services. City Hall, the Justice Court and the Public Works offices will remain closed to the public on Friday.
• Holiday hours be increased from 8 to 10 hours for each holiday towards employee timecards. Employees currently must add one hour of vacation or work the additional hour during the week of a holiday.

• That the day-after Thanksgiving holiday will be terminated where the city offices are closed on that day. This results in 11 paid holidays instead of 12.

• That the City Manager or an Assistant City Manager be “on-call” to responded as needed for emergencies or citizen demands on the three-day weekend.

Research:
In July 2019 we polled Utah cities through the Utah City Management Association list-serve and received the following response (Midvale is included).

4/10 Closed Friday  4
4/10 Open Friday (staggered shifts Mon-Thur. or Tues.-Fri.)  3
9/80 open all day on Fri.  2
9/80 open until noon on Fri.  5
4/10 for some employees or seasonal use of 4/10 schedule  3

Pros:
1. The modified schedule allows citizens 4 hours per week of service (7-8 a.m.) that doesn’t currently exist.
2. Of customer surveyed, 73% believed that their needs were taken care of and 87% felt that the extended hours were “good” or had “no difference” on how they were served with a 4/10 schedule. (pg. 12-13)
3. West Valley identified 16.6% power savings, 15.4% gas savings, 19.9% maintenance savings, 25.4% savings in manpower, salaries and overtime.
4. The State of Utah reported $502,000 in facility energy savings, $203,000 in custodial service contract savings, approx. $4.1 million in overtime savings, reduced sick leave and vacation leave use, a reduction in air pollution, savings to employees and 82% support from state employees. (pg. 1-20)
5. A 20% reduction in pollution of an employee’s weekly commute (when working 5 days of the week). This results in pollution reduction, savings to the employee and fewer cars on the road.
6. Commutes to and from work falls outside common rush hours of 7:30 a.m. to 9:00 a.m. and 4:30 p.m. to 6:00 p.m. thus reducing traffic congestion.
7. More opportunities to create web-based solutions for information and customer service.
8. Several studies show various benefits such as reduced stress, increased productivity, and happier more engaged employees.
9. “The Human Resource Directors reported that the most common benefits from [Alternative Work Schedules] to their organizations were improved employee morale (63.5 percent of cities), improved work-family balance (54.1 percent), improved customer service (45.9 percent), and increased employee productivity (41.2 percent) In addition, they reported cost savings for the city due to decreased overtime and overhead costs.” (Pg. 18-19)
10. Citizens in West Valley have written letters of support for the 4/10 schedule and another article reported that “in ... [a] survey of 500 Utah residents, 62 percent of respondents thought the new schedule was a good idea, and 73 percent felt it was sufficient to meet their needs as citizens.”

**Cons:**
1. The productivity impact of a 4/10 schedule is difficult to measure. (pg. 4-17)
2. Possible challenges with childcare.
3. Some services are not well suited for 10-hour days.
4. Employee productivity can suffer in some instances with a 10-hour day.
5. Exempt employees may work longer hours without compensation.

**Remedies:**
1. West Valley staff pointed out that an ongoing and multi-prong approach to educating the citizens of the modified office hours is necessary for good public relations.
2. Innovation through software, phone messages, and website design to improve customer satisfaction and service.
3. Maintaining flexibility with employees as they ease into a longer workday and ongoing support as family and personal responsibilities come up.
4. On-call staff in public works and the executive management to address citizen concerns on any day or hours that the offices are closed.
5. Maintaining five day per week services in the public works inspections and building inspections.

**Summary:**
The documents, articles and surveys on a 4/10 work schedules clearly show that there is not a landslide benefit to a 4/10 work schedule. However, evidence does support that there are clear and measurable gains in customer service, efficiencies with mobilization, savings in fuel and energy consumption, less pollution, cost savings to employees, reduced demands on the transportation systems as well as enhanced employee satisfaction and morale.

As Midvale City works to reduce its carbon footprint, improve customer service, and enhance the work-life balance of our employees, it is imperative that we continue to explore and be innovative with new solutions. The 4/10 work schedule has been tried in other communities and found to be beneficial and we believe that this is an excellent opportunity for Midvale to do the same.

**Goals and Objectives will be developed to accomplish the following:**
1. Enhance customer service hours and availability to meet with staff.
2. Improve building efficiency and energy savings.
3. Reduce carbon footprint by reducing number of commuter days and efficiency of crews mobilizing for projects.
4. Enhance employee morale, retention rates and number of applicants due to the desirable schedule.
5. Develop measurements to evaluate the effectiveness of the new 4/10 schedule.
Staff Recommendation:
The Staff recommends that the City implement the 4/10 Work Schedule and requests that the City Council support a 6-month trial period starting September 2nd, 2019 and a re-evaluation with the Council in February 2020.

Council Member Paul Hunt asked if Midvale has ever tried this before. Kane Loader said no, the city has never been closed on Friday.

Council Member Bryant Brown said he thought it might add stress.

Council Member Quinn Sperry asked how the survey vote was conducted. Rori Andreason explained the voting process with the City Council.

Sherrie Reynolds, Employee Association representative said she is in favor of the 4/10 work schedule. Employees have brought this to the attention of the Employee Association. She likes the flexibility of some employees coming in early, and others coming in later.

Nicole Collins, Employee Association Representative, said she is in favor of the 4/10 work schedule because the Friday off allows more quality family time. She said she has worked this schedule in the past and has used the Friday off for family, appointments, and recreation.

Mayor Hale asked if there were any employees who did not want the 4/10 schedule. Nichole Collins said yes, said there were concerns of child care issues.

Council Member Quinn Sperry asked if they would have to go find another job, or could they work it out.

Nichole Collins said they would try it out. Sherrie Reynolds said they would have the option to come in early or later.

Council Member Dustin Gettel said he feels city hall should not be closed on Friday's. The services provided by the City are not based on a 4/10 schedule.

Council Member Bryant Brown asked if a survey could be done through Qualtrics. Kane Loader said the City no longer has Qualtrics.

Council Member Dustin Gettel said he feels that the residents should have a say in this. Also, there are some employees that may not be able to physically work 10 hour shifts.

Glen Kennedy said having some employees off on Friday and some on Monday will not work with the Public Works Department.

The Council agreed with Public Works trying the 4/10 schedule for a six-month period but wanted City Hall open five days a week.
Bryce Haderlie asked if the holiday pay hours could be adjusted to match the hours worked per day. The Council agreed.

X. ADJOURN

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

The meeting adjourned at 9:03 p.m.

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

Approved this 27th day of August 2019.
SUBJECT: Resolution Approving the Official Canvass of the Midvale City 2019 Municipal Primary Election

SUBMITTED BY: Rori Andreason, H.R. Director/City Recorder

SUMMARY: The Mayor and City Council are the legislative body for Midvale City and comprise the Board of Municipal Canvassers pursuant to Utah Code §20A-4-301. Utah Code requires the Board of Municipal Canvassers to meet to canvass the returns of the Municipal Primary Election no sooner than seven days and no later than 14 days after the election.

Salt Lake County is preparing the election results report for your review and approval. Any valid ballots received by noon on the day of the official canvass and postmarked before election day will be opened and added to the election results. The final canvass report will be distributed and reviewed at the meeting.

STAFF RECOMMENDATION: Staff recommends the Board of Canvassers approve Resolution No. 2019-R-37 Accepting and Approving the Results of the Municipal Primary Election held August 13, 2019 as shown on the Canvass Report. The Board of Canvassers will be requested to sign the official canvass results indicating their approval.

FISCAL IMPACT: N/A

RECOMMENDED MOTION:

I move that we approve Resolution No. 2019-R-37 Accepting and Approving the Results of the Municipal Primary Election held August 13, 2019 as shown on the Canvass Report.

Attachments: Resolution
A RESOLUTION ACCEPTING AND APPROVING THE
RESULTS OF THE MUNICIPAL PRIMARY ELECTION HELD
AUGUST 13, 2019 AS SHOWN ON THE CANVASS REPORT

WHEREAS, on August 13, 2019, the Midvale City Municipal Primary Election was held; and

WHEREAS, the Mayor and City Council are the Municipal Legislative Body for Midvale City and comprise the Board of Municipal Canvassers per Utah Code Annotated 20A-4-301(2)(a); and

WHEREAS, the Board of Canvassers shall meet to canvass the returns of the Municipal Primary Election at the usual place of meeting of the Municipal Legislative Body no sooner than seven days and no later than fourteen days after the election per Utah Code Annotated 20A-4-301(2)(b)(ii); and

WHEREAS, on August 27, 2019, the Board of the Canvassers canvassed the returns of the Municipal Primary Election; and

WHEREAS, the Board publicly canvassed the returns, determined from them the votes of each voting precinct of each person voted for; and

WHEREAS, the Board of Canvassers have determined that the election and voting were conducted in compliance with Utah State law.

NOW, THEREFORE, BE IT RESOLVED by the Midvale City Board of Canvassers:

Section 1. The Mayor and City Council, as the official Board of Canvassers, hereby accepts and approves the Election Results for the 2019 Midvale City Municipal Primary Election held August 13, 2019.

Section 2. The following candidates are declared to have received the number of votes indicated:

<table>
<thead>
<tr>
<th>Council Member District #2 (4-Year Term)</th>
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<tr>
<td>Candidate</td>
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<tr>
<td>Sophia Hawes-Tingey</td>
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<tr>
<td>Paul Glover</td>
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<td>Eric Chamberlain</td>
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Section 3. The following candidates have qualified by number of votes to be listed on the ballot for the Municipal General Election to be held November 5, 2019:

**Council Member District #2 (4-Year Term)**
Sophia Hawes-Tingey
Paul C. Glover

Section 4. The Election Officer (City Recorder) shall furnish a certified copy of this resolution and a certified copy of the Election Results Report to the Lieutenant Governor’s Office within fourteen days following the Municipal Primary Election.

Section 5. The Election Officer (City Recorder) is directed to publish a copy of the certified report in a newspaper with general circulation in the City and post it in a conspicuous place within the City.

Section 6. This Resolution shall take effect immediately.

PASSED AND APPROVED by the Board of Municipal Canvassers of Midvale City, Utah this 27th day of August 2019.

______________________________
Robert M. Hale, Mayor

ATTEST:

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<tr>
<th>Voting by the City Council</th>
<th>“Aye”</th>
<th>“Nay”</th>
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______________________________
Rori L. Andreason, MMC
City Recorder/HR Director
August 27, 2019

Midvale City
Board of Canvassers
7505 South Holden Street
Midvale, UT 84047

The OFFICIAL CANVASS OF VOTES for the August 13, 2019 Primary Election, convened in the Council Chambers of Midvale City Hall, August 27, 2019 at approximately 7:00 p.m. The cumulative voting results were presented to the Board for certification.

The Board of Canvassers consisting of the following members hereby accept the official results:

QUINN SPERRY

Signature

BRYANT BROWN

Signature

PAUL GLOVER

Signature

DUSTIN GETTEL

Signature

PAUL HUNT

Signature

ROBERT M. HALE

Signature

I, Rori L. Andreason, City Recorder in and for Midvale City, State of Utah, do hereby certify that the attached report is a true and correct copy of the final tabulation of votes for the Primary Election held in Midvale City on Tuesday, August 13, 2019.

Rori L. Andreason, MMC
City Recorder/HR Director
SUBJECT: Consideration of Resolution No. 2019-R-38 Requesting approval for purchases funded by Edward Byrne Memorial justice Assistance Grant FY 2019 Local Solicitation

SUBMITTED BY: Chief Randy Thomas, Unified Police Department

SUMMARY: Midvale City had been allocated $14,362.00 in JAG grant funds. This request is for approval to purchase the following equipment for Midvale UPD Precinct with the grant funds:

- Two (2) Electric Bicycles @ $4,188.00 each for a total of $8,376.00
- One (1) Bike Rack (carries two bikes) @ $498.00
- One (1) Utility Trailer @ $1,529.00
- One (1) Ice Making Machine @ $2,800.00
- 78 Tourniquets @ 14.97 each for a total of $1,168.00

Total $14,371.00 (UPD Midvale Precinct has agreed to pay the difference/balance of $9.00)

BUDGET JUSTIFICATION:

- Electric Bicycle: Electric bicycles will be used by sworn officers on our bike patrol unit. Electric bicycles will allow officers to patrol areas difficult to patrol by car and will be more efficient when enforcing safety and security in city parks at city events. They will also be used for proactive patrolling at community-oriented policing (COP) events.
- Budget Justification – Bike Rack: For Bike Patrol to transport bicycles to and from events.
- Budget Justification – Utility Trailer: For offices to transport odd shaped and/or over-sized found or abandoned property or evidence and clean-up projects. The trailer will also be used to transport police equipment and supplies to COP events.
- Budget Justification – Ice Making Machine: An ice making machine would be used to provide ice for precinct coolers that hold drinks to hydrate precinct employees at park events. The ice machine will also be used at precinct meetings, for first aid and for day to day use by precinct employees.
- Budget Justification – Tourniquets will be used by officers as life-saving equipment at critical incidents.

FISCAL IMPACT: Grant funds will cover all costs resulting in no fiscal impact to Midvale City.

STAFF’S RECOMMENDATION AND MOTION: I MOVE that we suspend the rules and approve Resolution No. 2019-R-38, authorizing the Application and Use of JAG Grant Funds to purchase equipment for the MIDVALE UPD Precinct as indicated.

Attachments: 2019 Utah Local JAG Allocation Resolution No 2019-R-38
MIDVALE CITY, UTAH

RESOLUTION NO. 2019-R-38

A RESOLUTION REQUESTING APPROVAL FOR GRANT FUNDS
FOR PURCHASE OF EQUIPMENT FOR MIDVALE UPD PRECINCT

WHEREAS, each year the Midvale City receives the opportunity to apply for grant funds from the Edward Byrne Memorial Justice Assistance Grant / Local Solicitation; and

WHEREAS, these funds are utilized to purchase equipment for the Midvale UPD Precinct; and

WHEREAS, the City Council finds it in the best interest of the City and the residents to apply for these funds to be used to purchase equipment needed for the Midvale UPD Precinct,

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

Section 1. The City Council hereby approves the application and use of the proposed JAG Grant funds to purchase equipment for the Midvale UPD Precinct.

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

APPROVED AND ADOPTED this 27th day of August 2019.

Robert M. Hale, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

Voting by the City Council

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<tr>
<th>Name</th>
<th>“Aye”</th>
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<td>Dustin Gettel</td>
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SUBJECT: Consideration of Resolution No. 2019-R-39 Authorizing the Mayor to enter in an Agreement with SKM Engineering for the 2019 Midvale SCADA Project

SUBMITTED BY: Glen Kennedy, Public Works Director

SUMMARY:

After evaluation of the City’s SCADA system for the water and sewer utilities in 2018, it was determined that it was insufficient to meet the basic needs of the utility departments and was basically nonfunctioning. From that analysis, staff requested, and Council approved a reallocation of funds to be put towards a new SCADA system in lieu of a fixed base meter read system.

The 2019 Midvale SCADA Project was put out for request for proposals, with an opening of proposals on July 15, 2019. We received 2 proposals.

Staff evaluated the proposals based on the criteria outlined in the bid documents, which included the bid price, approach to the project, and experience. In addition, staff contacted and visited neighboring agencies that are customers of each of the bidders to gain knowledge of the products and customer service experiences relating to each of the bidders.

Based on that evaluation, SKM Engineering was deemed the best overall bidder and staff awarded SKM Engineering the project.

We are anxious to get this project underway, so I am requesting that you suspend the rules so that you can take action on this item tonight.

FISCAL IMPACT: Their bid of $69,300.00 will be paid out of the Water and Sewer Utility funds.

STAFF’S RECOMMENDATION AND MOTION:

I move that we suspend the rules and approve Resolution No. 2019-R-39, authorizing the Mayor to sign the agreement with SKM Engineering for the 2019 Midvale SCADA Project.

Attachments:

Resolution No 2019-R-39
Plans
Agreement
Proposal results
RESOLUTION NO. 2019-R-39

WHEREAS, Midvale City (City) has a desire to operate, monitor and keep secure infrastructure necessary to provide safe and reliable water and sewer utility services; and

WHEREAS, the City assessed its ability to do meet that goal with its current SCADA system technology and determined it could not; and

WHEREAS, based upon that assessment, the City put out a request for proposals (RFP) and held a public opening of proposals on July 15th, 2019; and

WHEREAS, City Staff has evaluated these proposals based on the criteria noted in the RFP documents, and based on that evaluation wishes to award the 2019 SCADA Project to SKM Engineering; and

WHEREAS, an agreement has been prepared between the City and Beck SKM Engineering.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council adopts this resolution authorizing the Mayor to sign the agreement with SKM Engineering for the 2019 SCADA Project.

APPROVED AND ADOPTED this _____ day of ____________, 2019.

__________________________________________
Robert M. Hale, Mayor

ATTEST:

__________________________________________
Rori L. Andreason,
City Recorder

Voting by the City Council

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August 12, 2019

Midvale City Office
7505 South Holden Street
Midvale, UT 84047

RE: Award Acceptance

Dear Mr. Glen Kennedy:

SKM Engineering is pleased to accept the award for Midvale City Water & Sewer System Supervisory Control and Acquisition (SCADA) System project.

The upgrade and maintenance to Midvale’s SCADA system will include, design and required hardware, software with application platform, user interface, and not limited to the administration tools, training, system maintenance and services.

This project will be billed accordingly to not to exceed, $69,300.00 with time and materials.

On behalf of SKM, we would like to extend our sincerest thanks to Midvale City for selecting us for this project.

Sincerely,

[Signature]

Allen Rogers, P.E.
SKM Engineering, LLC.
Allen.rogers@skmeng.com
(801) 683-3765
August 9, 2019

SKM Engineering
533 W 2600 S Suite 25
Bountiful, UT 84010
allen.rogers@skmeng.com

RE: Notice of Award

Mr. Rogers:

Midvale City is pleased to notify you that SKM Engineering’s proposal for the Midvale City Water & Sewer System Supervisory Control and Acquisition (SCADA) System project has been selected as the successful bid. By accepting this award, SKM Engineering is agreeing to the terms of the Request for Proposal, attached as Exhibit “A,” and your proposal dated June 28, 2019, attached as Exhibit “B,” subject to the following adjustments:

Bid Price: $69,300.00

SKM Engineering and Midvale City will need to sign the contract for this project. You will find the attached contract as “Exhibit C”. Please provide a signed contract by August 15, 2019. If SKM Engineering has any questions regarding the contract, please contact me immediately. I can be reached at fhullinger@midvale.com or 801-567-7254.

If you accept this award, please sign the following page and mail the signed copy to me. Thank you for your participation, and we look forward to working with you.

Sincerely,

Fawn Hullinger
Procurement/Contract Specialist
ACCEPTANCE OF AWARD

Midvale City has awarded SKM Engineering the Midvale City Water & Sewer System Supervisory Control and Acquisition (SCADA) System project. SKM Engineering has reviewed Midvale City’s Notice of Award, dated August 9, 2019, and accepts the award.

ACCEPTED BY:
SKM Engineering
533 W 2600 S Suite 25
Bountiful, UT 84010

By: Allen Rogers
Its: Principal
Date: 8/12/19
Midvale SCADA Upgrade Agreement

This Agreement to upgrade Midvale’s SCADA system is executed on August 09, 2019, by Midvale City, a Utah municipal corporation, and SKM Ink. ("SKM") an Electrical Engineering firm.

Background

Midvale had a Supervisory Control and Data Acquisition (SCADA) system installed for its water and sewer systems.

Midvale’s SCADA system no longer meets the needs of the City.

Midvale requested proposals from entities to replace or upgrade its SCADA system so that Midvale will have a central system for data communications, system monitoring and control, and historical data recording, analysis, and reporting.

SKM responded to Midvale’s request and provided a proposal to replace or upgrade Midvale’s SCADA system that met Midvale’s needs.

Midvale, after reviewing the submitted proposals, determined that SKM was the responsible bidder and awarded the contract to replace or upgrade its SCADA to SKM in accordance with Midvale Municipal Code 3.02.130.

SKM has accepted the award and is willing to replace or upgrade Midvale’s SCADA system.

Therefore, in consideration of the mutual promises contained in this Agreement, it is agreed:

Agreement

1. SCADA System Upgrade.

SKM agrees to upgrade Midvale’s SCADA system. As part of the upgrade, SKM will provide the following:

1. A design for the SCADA system, including required hardware, software and communications, as described in this RFP, documenting the proposed configuration of all components at each site, to be submitted and approved prior to the commencement of installation work.

2. SCADA system software, including application platform, user interface, configuration/administration tools, data archiving, reporting and alarm management capabilities,
with system and user documentation.

3. Proposed equipment, procured, configured and installed in a manner conforming to approved design submittal and meeting all applicable City standards.

4. Training, instructions and documentation to enable City staff to effectively operate and maintain the system.

5. System maintenance and support for a period of a minimum of three years following acceptance of the system.

6. Services for the deployment of tablet devices to mobile operators. The tablet devices will be purchased separately by the City.

2. Performance.

SKM agrees to complete the project in accordance with the following documents:

a. Midvale’s Request for Proposal attached as Exhibit “A” and SKM’s responsive bid submitted June 28, 2019 attached as Exhibit “B.”

3. Schedule.

a. Completion. SKM agrees to complete the Project no later than October 31, 2019.

b. Milestones. SKM agrees to complete the Project no later than October 31, 2019, and maintain a support guarantee for three years from date of completion.

c. Acts of God. In the event that a Party is unable to perform any of its obligations under this Agreement due to events beyond its reasonable control, the Party must notify the other Party of its inability to meet its obligations and identify the events beyond its reasonable control. The other Party may either modify the schedule under Section 3 of the Agreement to reasonably accommodate the unforeseen event, or it may terminate the Agreement under Subsection 11(a) of this Agreement. Events beyond a Party’s reasonable control include, but are not limited to, fires, floods, accidents, strikes, riots, acts or threats of terrorism, epidemics, and natural disasters.

d. Time. Time is of the essence.

4. Warranty.

a. Quality. SKM warrants to Midvale that:

i. Materials and goods furnished by SKM for the performance of the Project will be of new and good quality;
ii. The Project will be free from defects not inherent in the quality required and will function properly for at least one year from Midvale’s acceptance of the Project; and

iii. The Project will conform to the requirements of Section 2 of this Agreement.

5. Documents.

a. **Progress Reports and Meetings.** SKM will provide Midvale with progress reports of the Project every two weeks. SKM will also meet periodically with Midvale employees and agents to discuss the Project.

b. **As-Built Documents.** SKM will provide as-built documents of the Project to Midvale upon completion of the Project. The as-built documents should provide sufficient information for Midvale or one of its agents to understand how the Project was installed and how it operates. The as-built documents must include, at a minimum, drawings, schematics, identification of components, and any manufacturer-provided manuals for components.


a. **Amount.** Midvale agrees to pay SKM $69,300.00 for completion of the Project.

b. **Not-to-exceed.** SKM agrees that it may not exceed $69,300.00 to perform the Project. If the cost of performing the Project exceeds this amount, SKM agrees to perform the Project without seeking additional compensation from Midvale.

c. **Payments.**

i. **Invoices.** SKM will submit invoices to Midvale for work performed on the first day of each month. The invoice must be itemized, describe the work performed, and have sufficient documentation of the work performed. Within 15 days of receiving the invoice, Midvale will pay SKM for any uncontested charges. The Parties will resolve any disputed charges under Section 13 of this Agreement.

ii. **Payment Limits.** The total payments to SKM may not exceed 75% of the total compensation under Subsection 6(a) of this Agreement prior to acceptance of the Project. After acceptance of the project, the total payments to SKM may not exceed 100% of the total compensation under Subsection 6(a) of this Agreement.

d. **Acceptance.** Midvale will withhold 25% of the total compensation under Subsection 6(a) of this Agreement until acceptance of the Project. Upon acceptance of the Project, Midvale will pay SKM the withheld amount.
e. **Non-Funding.** The Parties acknowledge that funds are not presently available for Midvale’s performance under this Agreement beyond June 30, 2020. Midvale’s ability to pay compensation under this Section beyond June 30, 2020, is contingent upon funds being appropriated in future fiscal years. In the event that insufficient funds are appropriated, the Agreement will terminate and become null and void on the first day of the fiscal year for which funds were not sufficiently appropriated. In the event of a reduction in appropriations, the Agreement will terminate and become null and void on the last day before the reduction becomes effective. Termination of this Agreement under this Section will not be considered a breach of this Agreement. Such termination will be without any penalty or liability.

7. **Party Responsibilities.**

a. **Midvale.**

i. **Permits.** Midvale is responsible for getting all necessary permits and approvals necessary for the Project. All permits and approvals must be received prior to SKM performing any onsite work of the Project.

b. **SKM.**

i. **Supervision.** Even if a Midvale employee or agent is onsite during performance of the Project, SKM is solely responsible for using its best skill and attention to supervise and direct the performance of the Project in accordance with Section 2 of the Agreement.

ii. **Standard of Care.** SKM represents that the Project will be performed in a manner consistent with the level of care and skill ordinarily exercised by the members of SKM’s profession currently practicing in the same locality and under similar conditions.

iii. **Cooperation.** SKM understands that the Project is to be completed as multiple locations that are secured from the public. SKM agrees to cooperate with Midvale to coordinate scheduling, access, and security.
iv. **Midvale Water and Sewer Systems.** SKM understands Midvale operates water and sewer utilities that serve its residents and businesses. These systems must remain fully operational during the Project. SKM’s performance under this Agreement must not interfere with the performance of Midvale’s water and sewer systems. If interference is necessary, SKM agrees to coordinate the interference with Midvale with as much advance notice as possible to minimize the impact on the systems. Midvale may, at its sole discretion, reject any request to interfere with its systems.

v. **Existing SCADA System.** SKM agrees to perform the Project in such a manner that will not interfere with the operation and maintenance of Midvale’s existing SCADA system until the Project has been accepted under Section 10 of this Agreement.

vi. **Document and Site Review.** SKM warrants that is has carefully reviewed the physical locations of each of the Project sites. SKM also warrants that is has carefully reviewed each of the Project documents listed in Section 2 of this Agreement. SKM accepts all risk for any delay or increase in costs in the Project that results from a failure to have adequately reviewed the Project’s physical locations or documents.

vii. **Site.** SKM must limit the Project to the Project sites identified in this Agreement. SKM agrees to properly remove its tools, equipment, machinery, surplus material, and waste materials from the sites upon completion of the Project. SKM agrees to keep the Project sites reasonably clean during performance of the Project.

viii. **Safety.** SKM must take reasonable precautions to prevent damage, injury, or loss in the performance of the Project. SKM will promptly remedy any damage, injury, or loss that was caused by it, its employees, or its agents.

8. **Indemnification.**

   a. **SKM.** SKM agrees to indemnify, defend, and hold harmless Midvale City and its officials, officers, employees, volunteers, and agents from and against all damages, liabilities, and claims arising from SKM’s performance under this Agreement.

   b. **Midvale.** Midvale City agrees to indemnify, defend, and hold harmless SKM and its officers, employees, and agents from and against all damages, liabilities, and claims arising from Midvale City’s performance under this Agreement.

9. **Insurance.**
a. **Coverage Amounts.** SKM must retain, at a minimum, the following insurance coverages for the term of this Agreement:

i. Commercial General Liability: $1,000,000;

ii. Automobile Liability: $100,000/$100,000/$500,000; and

iii. Worker’s Compensation Insurance at statutory limits.

b. **Additional Endorsements.** Due to the nature of Project, SKM must also carry the following endorsements:

i. Drinking water pollution;

ii. Sanitary sewer pollution;

iii. Storm water/SWPPP pollution;

iv. Contractor’s professional liability;

v. Failure of essential systems;

vi. Ongoing operations; and

vii. Completed operations.

c. **Additional Insured.** Except for its Worker’s Compensation Insurance policy, SKM must list Midvale City as an additional insured on the insurance policies required under Subsections 7(a) and 7(b) of this Agreement.

d. **Primary Insurance.** Insurance under this Section is required to be primary, non-contributory, and not in excess of any insurance or self-insurance policies available to or maintained by Midvale.

e. **Notice of Cancellation or Reduction.** Insurance under this Section must require the SKM’s insurer to provide at least 10 days written notice to Midvale prior to the cancellation or reduction of coverage.

10. **Acceptance.**

a. **Testing and Inspections.** Upon completion of each phase of the Project, Midvale may perform tests and inspections on the Project to verify that the phase of the Project was completed in accordance with this Agreement.
b. **Acceptance.** Midvale will accept the phase of the Project when it has determined that the phase of the Project was completed and is performing in accordance with this Agreement.

c. **Cure.** In the event that Midvale determines that a phase of the Project was not completed or is not performing in accordance with this Agreement, SKM agrees to cure any identified deficiencies prior to Midvale’s acceptance.

11. **Termination.**

a. **Convenience.** Either Party, by providing written notice, may terminate this Agreement at its convenience at any time prior to SKM installing any physical installations in performance of this Agreement. Termination under this Section will not be considered a default by the terminating Party. Midvale agrees to pay SKM for any work performed under this Agreement prior to the termination. SKM must provide reasonable, detailed documentation to Midvale for any work performed prior to the termination.

b. **Cause.**

i. **SKM.** In the event that SKM terminates this Agreement because of Midvale’s default, Midvale will pay SKM for any completed work within 30 days of the termination of this Agreement. Additionally, Midvale will pay SKM 10% of the compensation amount listed in Subsection 6(a) of this Agreement within 30 days of the termination of this Agreement as liquidated damages.

ii. **Midvale.** In the event that Midvale terminates this Agreement because of SKM’s default, Midvale will pay SKM for any completed work minus 10% of the compensation amount listed in Subsection 6(a) of this Agreement within 30 days of the termination of this Agreement. If the 10% exceeds the final payment owed to SKM, SKM agrees to reimburse Midvale the difference within 30 days of the termination of the Agreement. The 10% of the compensation amount listed in Subsection 6(a) of this Agreement will be considered liquated damages.

12. **Default.**

a. **SKM.** In the event that Midvale defaults under this Agreement, SKM may pursue the following remedies upon written notice of the default and the remedy to Midvale.

i. **Stop Performance.** SKM may stop performance under this Agreement until Midvale has cured the default.
ii. **Interest.** SKM may charge Midvale 1.5% interest, compounded monthly, on any unpaid amount owed by Midvale.

iii. **Termination.** If Midvale has not cured the default within a reasonable amount of time, SKM may terminate this agreement in accordance with Subsection 11(b)(i) of this Agreement.

b. **Midvale.** In the event that SKM defaults under this Agreement, Midvale may pursue the following remedies upon written notice of the default and the remedy to SKM.

i. **Suspend Performance.** Midvale may suspend SKM’s performance under this Agreement until SKM has cured the default.

ii. **Withhold Payment.** Midvale may withhold payment until SKM has cured the default.

iii. **Reimbursement.** If SKM fails to cure the default within a reasonable amount of time, Midvale may cure the default and may charge SKM with any costs Midvale incurs in curing the default.

iv. **Termination.** If SKM has not cured the default within a reasonable amount of time, Midvale may terminate this Agreement in accordance with Subsection 11(b)(ii) of this Agreement.

c. **Other Legal Remedies.** The list of remedies under this Section is not exhaustive. Either Party may pursue any other right or remedy available to it, either in law or equity, on account of the other Party’s default.

d. **Nonexclusive.** The remedies available to the Parties are nonexclusive. Either Party may use any combination of remedies available.

13. **Dispute Resolution.**

Any dispute arising under or relating to this Agreement will be resolved in the following order:

a. Good faith negotiations between the Parties;

b. Good faith mediation with a mutually agreed upon mediator and with each Party paying one half of the mediation costs; and

c. Litigation. If a Party incurs any legal or attorney’s fees in litigation to resolve a dispute arising under or relating to this Agreement, the prevailing Party may recover such fees.
14. **Applicable Laws.**

SKM agrees to comply with all applicable laws, rules, and regulations. This includes, but is not limited to, not discriminating against any individual in an employment decision because of the individual’s race, color, sex, age, religion, national origin, disability, pregnancy, familial status, veteran status, genetic information, sexual orientation, or gender identity.

15. **Notice.**

Any notice required or permitted under this Agreement will be deemed sufficiently given or served if personally delivered or sent by United States Certified Mail, return receipt requested, addressed as follows:

Midvale City
Attn: Procurement Specialist
7505 S. Holden Street
Midvale, Utah 84047

SKM
Attn: Allen Rogers
533 W. 2200 S. #25
Bountiful, UT 84010

The Parties each have the right, from time to time, to change their respective notice addresses under this Section by written notice to the other Party.

16. **Relationship of Parties.**

SKM is an independent contractor that Midvale has contracted to perform the Project. The Parties have not created any other legal relationship with each other including, but not limited to, that of employee or agent of the other Party. Neither Party has the authority or power to bind the other Party.

17. **Modification.**

The Parties may modify this Agreement with prior written consent by both Parties. Any other modification is prohibited and invalid.

18. **Assignment and Delegation.**

A Party may not assign or delegate any part of this Agreement without the other Party’s prior written consent. A Party may not unreasonably withhold its consent.

19. **Subcontractors.**

a. **Prior Consent.** If SKM subcontracts with any entity for performance under this Agreement, it must first receive written consent from Midvale. Midvale may not withhold its consent unreasonably.
b. **Responsibility.** SKM is responsible for the acts or omissions of any of its subcontractors in the performance of the Project. Any subcontractor retained by SKM to perform the Project is subject to the requirements of this Agreement.

20. **Conflict of Interest.**

a. **Relationship.** SKM represents and warrants that none of its officers, employees, or immediate family members of its officers or employees is or has been an elected official, employee, board member, commission member, or agent of Midvale or its affiliates who influences Midvale’s procurement process. This includes, but is not limited to, anyone involved in the Midvale’s drafting of procurement and project documents or Midvale’s selection of a bidder.

b. **Gift.** SKM represents and warrants that is has not provided any compensation or gift in any form, whether directly or indirectly, to an elected official, employee, board member, commission member, or agent of Midvale or its affiliates who influences Midvale’s procurement process. This includes, but is not limited to, anyone involved in the Midvale’s drafting of procurement and project documents or Midvale’s selection of a bidder.

21. **Government Records Access and Management Act.**

Midvale is a governmental entity that is subject to Utah’s Government and Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 to 901. Any documents produced or collected under this Agreement may be subject to public access. If SKM believes that a Project document should be protected under Utah Code Ann. §§ 63G-2-305(1) or (2), SKM must provide a written claim of business confidentiality to Midvale that complies with Utah Code Ann. § 63G-2-309(1). SKM agrees to cooperate with and to supply any requested records to Midvale with any public records request. This obligation will survive any suspension or termination this Agreement.

22. **Status Verification.**

Under the Utah Immigration Accountability and Enforcement Act, Utah Code Ann. §§ 63G-12-101 to 402, any entity contracting with a public employer is required to participate in Utah’s Status Verification System. SKM will provide Midvale a certification of its compliance with this requirement prior to performing the Project.

23. **Waiver.**

Failure by either Party to insist upon the strict performance of any condition of this Agreement or to exercise any right or remedy found under the Agreement does not constitute a waiver. Either Party may waive any of its rights or any conditions by written notice to the other Party. No waiver may affect or alter the remainder of this Agreement. Every other condition in the Agreement will remain in full force with respect to any existing or subsequently occurring default.
24. **Severability.**

In the event that any provision of the Agreement is held to be void, the voided provision will be considered severable from the remainder of the Agreement and will not affect any other provision in the Agreement. If the provision is invalid due to its scope or breadth, the provision will be considered valid to the extent of the scope or breadth permitted by law.

25. **Governing Law and Venue.**

This Agreement is governed, construed, and interpreted under the laws of the State of Utah. Any suit arising from this Agreement must be brought within the appropriate court in Salt Lake County, Utah.

27. **Entire Agreement.**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings or agreements between the Parties.

Midvale and SKM have read and understand the terms of this Midvale SCADA Upgrade Agreement. Both Parties have demonstrated their willingness to enter into the Agreement as of the date above by having their Authorized representatives sign below.

**MIDVALE CITY**

______________________________
Robert M. Hale, Mayor

**ATTEST:**

______________________________
Rori L. Andreason, City Recorder

**SKM**

______________________________
By: Allen Rogers
Its: Principal
SUBJECT:

Fourth Amendment to the Open Space Exhibits in the Development Agreement for The Junction at Midvale Project (Resolution No. 2019-R-40) and First Amendment to the Easement Agreement for the CHG Project (Resolution No. 2019-R-41)

SUBMITTED BY:

Lesley Burns, City Planner

SUMMARY:

The Bingham Junction Zone and Junction at Midvale Development Agreement establish an open space requirement of 20% of the Junction at Midvale project area, that area bounded by 700 West on the east, Jordan River Boulevard/7200 South on the north, the Jordan River on the west, and the TRAX line on the south. The Development Agreement, originally executed in 2007 and subsequently amended in 2012, 2014, and 2015, includes a master open space plan and exhibits detailing the locations of the areas used to meet this open space requirement. As development has occurred within the project area, amendments to the open space locations have been necessary to better accommodate the specific development plans while still meeting the intent of the original plan. The last amendment to the open space master plan was adopted by the City Council in 2015 – a copy of the exhibit is attached.

Arbor Gardner has been working on an expansion to the CHG building located at 7225 South Bingham Junction Boulevard. This addition, which includes a 4-story office and 4-story parking garage, is proposed to occupy the north end of the existing CHG property. To provide emergency vehicle access to the north side of the new building, an access road has been proposed, cutting across a portion of the open space area described in Parcel I.

As part of the lot reconfiguration contemplated by the View 72 Retail 4th Amended Subdivision plat presented to the Council earlier, Gardner has proposed a modification to the open space area of Parcel I that would reconfigure the area and eliminate the conflict by removing some of the open space on the northeast corner of the property and increase the amount of open space on the northwest corner. This modification would still meet the 20% open space requirement and would provide an additional 0.07 acres of open space above what was provided in the last exhibit.

To preserve the open space areas, the City has either been deeded the property or obtained easement agreements for the areas identified on the open space master plan. This proposed change to Parcel I is in one of the areas with an easement agreement, which would need to be amended should the Council approve the open space modification.
Staff has provided proposed amendments to the Development and Easement Agreements for the Council to consider:

- The Fourth Amendment to the Development Agreement for the Junction at Midvale Project would replace the exhibits approved in the latest amendment with new ones reflecting the proposed change to open space Parcel I.

- The First Amendment to the Easement Agreement for the CHG Project would revise the easement boundary reference to include the revised plat for the View 72 Retail 4th Amended Subdivision, also reflecting the change to open space Parcel I.

Should the Council be comfortable with the proposed amendments to the Development and Easement Agreements, Staff has prepared two resolutions, one for each agreement, that would approve the amendments and authorize the Mayor to sign the amendments on behalf of the City.

**FISCAL IMPACT:** N/A

**STAFF RECOMMENDATION:**

Staff recommends the City Council adopt Resolution No. 2019-R-40, approving the Fourth Amendment to the Development Agreement for The Junction at Midvale Project, and adopt Resolution No. 2019-R-41, approving the First Amendment to the Easement Agreement for the CHG Project.

**RECOMMENDED MOTION – APPROVAL:**

“I move that we adopt Resolution No. 2019-R-40, approving the Fourth Amendment to the Development Agreement for The Junction at Midvale Project, and adopt Resolution No. 2019-R-41, approving the First Amendment to the Easement Agreement for the CHG Project.”

**OPTIONAL MOTION – TABLE DECISION:**

“I move that we table decision on Resolution Nos. 2019-R-40 and 2019-R-41 to address the following questions/comments:

1. ...
2. ...

**ATTACHMENTS:**

- Existing Third Amended Open Space Exhibit
- Proposed Fourth Amended Open Space Exhibit
- Resolution No. 2019-R-40 for Development Agreement Amendment
- Resolution No. 2019-R-41 for Easement Agreement Amendment
MIDVALE CITY, UTAH
RESOLUTION 2019-R-40

A RESOLUTION APPROVING THE FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE JUNCTION AT MIDVALE PROJECT, MIDVALE, UTAH

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

WHEREAS, due to the unique circumstances involved in the development of the Midvale Slag Superfund Site, the City found it necessary and beneficial to the Property Owner and the City to enter into a Development Agreement detailing improvements to be installed by all parties, time frames in which they must be completed, and limits to the cost of those improvements; and

WHEREAS, said Development Agreement was entered into on November 13, 2007 for The Junction at Midvale Project between Midvale City Corporation and Arbor Gardner Bingham Junction Holdings, LC; recorded as Entry #11351482, Book 9999, Page 8618-8665 in the Salt Lake County Recorder’s Office; and said development plan is currently being constructed; and

WHEREAS, said Master Open Space Plan, specifically the open space exhibits within the Development Agreement, was amended in March 2012 through an agreement with both parties (“AMENDMENT TO THE OPEN SPACE EXHIBITS IN THE DEVELOPMENT AGREEMENT FOR THE JUNCTION AT MIDVALE PROJECT”) to address refinements in the development and road layouts in the overall area; and

WHEREAS, said Master Open Space Plan, specifically the open space exhibits within the Development Agreement, was amended a second time in July 2014 through an agreement with both parties (“SECOND AMENDMENT TO THE OPEN SPACE EXHIBITS IN THE DEVELOPMENT AGREEMENT FOR THE JUNCTION AT MIDVALE PROJECT”) to address additional refinements in the specific development layout in the overall area; and
WHEREAS, said Master Open Space Plan, specifically the open space exhibits within the Development Agreement, was amended a third time in June 2015 through an agreement with both parties (“THIRD AMENDMENT TO THE OPEN SPACE EXHIBITS IN THE DEVELOPMENT AGREEMENT FOR THE JUNCTION AT MIDVALE PROJECT”) to address additional refinements in the specific development layout in the overall area; and

WHEREAS, since the last amendment, it has been determined that specific proposed developments require the relocation of some of the adopted open space areas shown on the master plan, requiring a fourth amendment to the open space exhibits; and

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

WHEREAS, the City Council has thoroughly reviewed said fourth amendment to the Development Agreement and agrees that entering into such fourth amended agreement will help to further the development of the overall Junction at Midvale Master Plan without compromising the overall amount of open space being provided to the City.

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

Section 1. The Midvale City Council has thoroughly reviewed the attached Fourth Amendment to the Open Space Exhibits in the Development Agreement for The Junction at Midvale Project.

Section 2. The Midvale City Council, through its understanding of the development challenges associated with the development of the Bingham Junction property and its expectations for the public open space areas believe it is in the best interest of the Property Owner and the City to enter into such Development Agreement and Easement Agreement.

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

PASSED AND APPROVED this ___ day of ______________, 2019.

[signature page follows]
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FOURTH AMENDMENT TO THE OPEN SPACE EXHIBITS IN THE DEVELOPMENT AGREEMENT FOR THE JUNCTION AT MIDVALE PROJECT
MIDVALE CITY, UTAH

THIS FOURTH AMENDMENT TO THE OPEN SPACE EXHIBITS IN THE DEVELOPMENT AGREEMENT FOR THE JUNCTION AT MIDVALE PROJECT ("Amendment") is entered into as of this _____ day of _____________, 2019, between Arbor Gardner Bingham Junction Holdings, LC, a Utah limited liability company ("Developer"), and Midvale City Corporation, a Utah municipal corporation ("Midvale" or "City").

RECITALS

A. The City entered into a certain Development Agreement for the Junction at Midvale area within the Riverwalk Master Planned Development Midvale City, Utah dated November 13, 2007 (the "Development Agreement") with Developer in conjunction with the development of certain real property commonly referred to as The Junction at Midvale Project, which is a portion of the Bingham Junction Project located in Midvale City, Utah (the "Junction Property"). The Development Agreement was agreed upon and signed by all parties and recorded as Entry #11351482, Book 9999, Pages 8618-8665 in the Salt Lake County Recorder’s Office.

B. In 2012, the Developer and City agreed to amend the open space exhibits in the Development Agreement in order to address some changes resulting from a more refined development and road layout of the Junction Property. This first amendment to the agreement was executed by the City through Resolution No. 2011-55 and recorded as Entry #11490167, Book 10065, Pages 5397-5416 in the Salt Lake County Recorder’s Office.

C. In 2014, the Developer and City agreed to a second amendment of the open space exhibits in the Development Agreement in order to address some changes resulting from a more refined development of the Junction Property. This second amendment to the agreement was executed by the City through Resolution No. 2011-55 and recorded as Entry #11919579, Book 10262, Pages 9657-9675 in the Salt Lake County Recorder’s Office.

D. In 2015, the Developer and City agreed to a third amendment of the open space exhibits in the Development Agreement in order to address some changes resulting from a more refined development of the Junction Property. This third amendment to the agreement was
executed by the City through Resolution No. 2011-55 and recorded as an attachment to the Resolution as Entry #12064265, Book 10330, Pages 9370-9390 in the Salt Lake County Recorder’s Office.

E. Since that time, additional refinements have been made in the overall development layout within the project area through specific development projects and, as such, the Developer and the City find it necessary to amend the location of some of the required open space easements; and

F. The City and the Developer believe that it is in the parties’ best interests to amend the Development Agreement in the manner set forth in this Fourth Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and City do hereby amend the Development Agreement as follows:

1. The property covered by this Amendment is more fully described in Exhibit A, attached hereto.

2. Exhibit C Third Amended shall be replaced with Exhibit C Fourth Amended, attached hereto.

3. The Third Revised Open Space Parcels A-P legal descriptions shall be replaced with the Fourth Revised Open Space Parcels A-P attached hereto.

4. All other conditions and terms in the original Development Agreement for The Junction at Midvale Project shall remain the same.

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

[signature and acknowledgment pages follow]
CITY:

MIDVALE CITY CORPORATION

By: _____________________________
   Robert M. Hale, Mayor

ATTEST:

_____________________________
Rori L. Andreason, MMC
City Recorder

APPROVED AS TO FORM:

_____________________________
Lisa A. Garner
City Attorney

STATE OF UTAH )
      : ss
COUNTY OF SALT LAKE )

On the ___ day of ______________, 20__, personally appeared before me Robert M. Hale, who being by me duly sworn did say he is the Mayor of Midvale City Corporation, and that the within and foregoing instrument was signed on behalf of such Corporation.

_____________________________
Notary Public
Residing at: _______________________

My Commission Expires:

_____________________________
DEVELOPER:

ARBOR GARDNER BINGHAM JUNCTION HOLDINGS, LC, a Utah limited liability company

By: ________________________________
Name: ________________________________
Its: ________________________________

STATE OF UTAH
COUNTY OF SALT LAKE

On the ___ day of _________________, 2019, personally appeared before me _________________________________, who being by me duly sworn did say he/she is the _________________ of Arbor Gardner Bingham Junction Holdings, LC, a Utah limited liability company, and that he/she had signed the within and foregoing instrument on behalf of such limited liability company.

_______________________________
Notary Public
Residing at: ________________________________

My Commission Expires:

_______________________________

NOTARY SIGNATURE AND SEAL
EXHIBIT A

Legal Description of The Junction at Midvale Project

[attachment follows]
LEGAL DESCRIPTION

PARCEL 1

BEGINNING on the West right of way line of 700 West Street at a point which is North 0°17'31" East along the Section line 174.467 feet and North 89°42'29" West 53.00 feet from the East quarter corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 86°33'00" West along the Northerly right of way line of the Union Pacific Railroad (formerly Denver & Rio Grande Western Railroad) 311.026 feet to a point of a 2889.79 foot radius tangent curve to the left; thence Southwesterly along the arc of said curve, and said Northerly right of way line 136.18 feet; and through a central angle of 2°42'00"; thence South 83°51'00" West along said Northerly right of way line 188.153 feet; thence North 6°09'00" West along said Northerly right of way line 25.000 feet; thence South 83°51'00" West along said Northerly right of way line 1193.047 feet; to a point of a 1482.400 foot radius tangent curve to the left; thence Southwesterly along the arc of said curve, and said Northerly right of way line through a central angle of 47°16'49", 1223.27 feet to a point which is said to be on the East bank of the Jordan River; thence South 83°00'00" West along said East bank 40.061 feet; thence North 25°19'00" West along said East bank 38.600 feet; thence North 16°07'00" East along said East bank 62.200 feet; thence North 30°53'00" East along said East bank 101.900 feet; thence North 27°10'00" East along said East bank 175.600 feet; thence North 18°42'00" East along said East bank 35.600 feet; thence North 23°22'00" East along said East bank 96.200 feet; thence North 5°23'00" East along said East bank 96.600 feet; thence North 6°25'00" East along said East bank 234.300 feet; thence North 13°20'00" West along said East bank 131.180 feet; thence North 2°00'00" West along said East bank 14.870 feet; thence departing from the said East bank of the Jordan River, and running thence North 25°00'00" East 132.00 feet; thence North 44°00'00" East 99.000 feet; thence North 37°00'00" West 132.00 feet; thence North 29°00'00" West 131.070 feet to a point which is said to be on the East bank of the Jordan River; thence North 5°54'00" West along said East bank 151.080 feet; thence North 2°42'00" West along said East bank 215.900 feet; thence North 4°40'00" West along said East bank 258.300 feet; thence North 2°28'00" West along said East bank 267.000 feet; thence North 4°31'00" West along said East bank 129.500 feet; thence North 4°23'00" West along said East bank 3.63 feet; thence North 5°36'01" West along said East bank 211.677 feet; thence North 0°01'31" West along said East bank 40.00 feet; thence North 4°03'48" West along said East bank 362.429 feet to the Southerly right of way line of said 7200 South Street (Jordan River Boulevard) ; thence departing said East bank of the Jordan River, and running thence North 89°20'39" East along said Southerly right of way line 275.460 feet to a point of a 1369.900 foot radius tangent curve to the right; thence Southeasterly along the arc of said curve and said Southerly right of way line, through a central angle of 2°34'14", 662.775 feet; thence South 16°21'22" East along said Southerly right of way line 34.700 feet; thence South 60°18'00" East along said Southerly right of way line 76.00 feet; thence North 75°45'23" East along said Southerly right of way line 34.700 feet to a point on a 1369.900 foot radius curve to the right, the center of said curve being South 32°20'07" West; thence Southeasterly along the arc of said curve to the right, and said Southerly right of way line 369.940 feet; thence South 42°11'31" East 215.550 feet to a point of a 1335.740 foot radius tangent curve to the left; thence Southeasterly along the arc of said curve and said Southerly right of way line through a central angle of 12°03'18", 281.038 feet; thence South 10°51'59" East along said Southerly right of way line 36.020 feet; thence South 56°56'59" East along said Southerly right of way line 75.99 feet; thence North 76°58'02" East along said Southerly right of way line 36.010 feet to a point on a 1335.740 foot radius curve to the left, the center of said curve being North 30°20'51" East; thence Southeasterly along the arc of said curve and said Southerly right of way line through a central angle of 30°11'59", 704.050 feet; thence South 89°51'08" East along said Southerly right of way line 383.770 feet; thence South 44°46'48" East along said Southerly right of way line 35.310 feet to the West right of way line of 700 West Street; thence South 0°17'31" West along said West right of way line 1158.073 feet to the point of BEGINNING. Contains 115.28 acres.
EXCEPTING FROM SAID PARCEL 1 any portion lying below the mean high water mark of the Jordan River

PARCEL 2

BEGINNING South 0°08'36" West along the Section line 345.595 feet and West 670.439 feet from the East Quarter Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 1°43'31" West 1016.338 feet; thence South 89°52'31" West 526.000 feet; thence South 0°07'29" East 983.650 feet to the North right of way line of Utah Highway 48 (7800 South); thence North 89°34'30" West along said North right of way line 45.630 feet; thence South 85°46'23" West along said North right of way line 208.990 feet; thence North 33°13'37" East 67.555 feet; thence North 56°46'23" West 50.000 feet; thence South 33°13'37" West 105.857 feet to the North right of way line of Utah Highway 48 (7800 South); thence South 85°46'23" West along said North right of way line 28.720 feet; thence South 84°41'58" West along said North right of way line 149.070 feet; thence South 81°39'53" West along said North right of way line 50.150 feet; thence South 85°21'15" West along said North right of way line 103.290 feet to a point on a 2936.900 foot radius curve to the left, the center of said curve to the left being South 6°28'04" East; thence along the arc of said curve, and said North right of way line through a central angle of 8°43'56", 447.601 feet; thence South 74°48'00" West along said North right of way line 559.220 feet to a point which is said to be on the East bank of the Jordan River; thence North 2°17'00" East along said East bank 175.330 feet; thence North 0°51'00" West along said East bank 218.400 feet; thence North 1°40'00" East along said East bank 75.100 feet; thence North 3°47'00" East along said East bank 150.600 feet; thence North 5°44'00" East along said East bank 142.600 feet; thence North 11°16'00" East along said East bank 74.100 feet; thence North 43°20'00" East along said East bank 285.400 feet; thence North 18°52'00" East along said East bank 78.800 feet; thence North 1°48'00" East along said East bank 77.700 feet; thence North 25°02'00" West along said East bank 52.200 feet; thence North 20°02'00" West along said East bank 99.000 feet; thence North 0°50'00" East along said East bank 338.800 feet; thence North 5°12'00" East along said East bank 160.100 feet; thence North 5°34'00" West along said East bank 88.000 feet; thence North 27°04'23" West along said East bank 52.017 feet to the South right of way line of the Union Pacific Railroad (formerly Denver & Rio Grande Western Railroad) and a point on a 1382.400 foot radius curve to the right, the center of said curve being South 55°09'56" East; thence departing from said East bank of the Jordan River Northeasterly along the arc of said curve to the right, and said South right of way line through a central angle of 49°00'56", 1182.620 feet; thence North 83°51'00" East along said South right of way line 696.511 feet; thence South 7°50'31" West 257.241 feet; thence South 80°29'54" East 369.390 feet; thence South 11°11'23" East 11.600 feet; thence South 84°51'35" East 168.820 feet to the point of BEGINNING. Contains 99.89 acres.

EXCEPTING FROM SAID PARCEL 2 any portion lying below the mean high water mark of the Jordan River
EXHIBIT C FOURTH AMENDED

[attachment follows]
DATE: July 1, 2019
FOURTH REVISED OPEN SPACE PARCELS A-P

Parcel A


Parcel B


Parcel C


Parcel D

Beginning at a point being South 152.51 feet and West 2,695.15 feet from the East Quarter Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running

- thence North 60°11'12" West 15.12 feet;
- thence North 22°44'22" East 29.07 feet;
- thence North 04°40'24" East 355.36 feet;
- thence North 04°23'12" West 234.08 feet;
- thence North 05°21'06" West 323.49 feet;
- thence North 10°11'50" West 154.32 feet;
- thence North 02°42'00" West 26.63 feet;
- thence East 15.02 feet;
- thence South 02°42'00" East 24.94 feet;
- thence South 10°11'50" East 153.98 feet;
- thence South 05°21'06" East 324.25 feet;
- thence South 04°23'12" East 235.39 feet;
- thence South 04°40'24" West 358.94 feet;
- thence South 22°44'22" West 33.31 feet to the point of beginning.

Contains 16,908 Square Feet or 0.388 Acres
Parcel E

Beginning at a point on the Westerly Right-of-Way Line of Bingham Junction Boulevard, said point being North 00°17'30" East 436.40 feet along the Section Line and West 1,757.86 feet from the East Quarter Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running

  thence Northwesterly 38.28 feet along the arc of a 25.00 foot radius curve to the left (center bears North 86°56'57" West and the chord bears North 40°48'33" West 34.64 feet with a central angle of 87°43'13");
  thence North 84°40'09" West 25.80 feet;
  thence Northeasterly 387.51 feet along the arc of a 1,483.00 foot radius curve to the right (center bears South 85°56'35" East and the chord bears North 11°32'34" East 386.41 feet with a central angle of 14°58'18");
  thence North 68°31'47" West 41.36 feet;
  thence Northwesterly 220.61 feet along the arc of a 609.71 foot radius curve to the right (center bears North 21°28'13" East and the chord bears North 58°09'51" West 219.41 feet with a central angle of 20°43'52");
  thence Northwesterly 173.11 feet along the arc of a 447.19 foot radius curve to the left (center bears South 42°12'05" West and the chord bears North 19°45'32" East 14.80 feet with a central angle of 90°46'47") to the Southerly Right-of-Way Line of Junction View Drive;
  thence South 69°58'41" East 186.04 feet along the Southerly Right-of-Way Line of said Junction View Drive;
  thence Southeasterly 184.72 feet along the arc of a 477.19 foot radius curve to the right (center bears South 20°01'19" West and the chord bears South 58°53'18" East 183.57 feet with a central angle of 22°10'46") along the Southerly Right-of-Way Line of said Junction View Drive;
  thence Southeasterly 209.75 feet along the arc of a 579.71 foot radius curve to the left (center bears North 42°12'05" East and the chord bears South 58°09'51" East 208.61 feet with a central angle of 20°43'52") along the Southerly Right-of-Way Line of said Junction View Drive;
  thence South 68°31'47" East 75.82 feet along the Southerly Right-of-Way Line of said Junction View Drive;
  thence Southeasterly 23.06 feet along the arc of a 15.00 foot radius curve to the right (center bears South 21°28'13" West and the chord bears South 24°28'59" East 20.86 feet with a central angle of 88°05'36") along the Southerly Right-of-Way Line of said Junction View Drive to the Westerly Right-of-Way Line of Bingham Junction Boulevard;
FOURTH AMENDMENT TO THE OPEN SPACE EXHIBITS IN THE DEVELOPMENT AGREEMENT FOR
THE JUNCTION AT MIDVALE PROJECT, MIDVALE CITY, UTAH

FOURTH REVISED OPEN SPACE PARCELS A-P

Parcels F

All of Parcel 'A' as shown on the Junction at Bingham Plat recorded November 3, 2009 as

Parcels G

Beginning at the intersection of 7200 South Street and Bingham Junction Boulevard, said
point being North 00°17'30" East 1,619.55 feet along the Section Line and West 1,252.37
feet from the East Quarter Corner of Section 26, Township 2 South, Range 1 West, Salt
Lake Base and Meridian; and running

thence South 10°49'35" East 37.16 feet along the Westerly Right-of-Way Line of
said Bingham Junction Boulevard;

thence South 33°11'04" West 389.84 feet along the Westerly Right-of-Way Line of
said Bingham Junction Boulevard;

Southwesterly 245.38 feet along the arc of a 1,433.45 foot radius curve to
the left (center bears South 56°48'56" East and the chord bears South 28°16'28" West
245.38 feet with a central angle of 09°49'12") along the Westerly Right-of-Way Line of
said Bingham Junction Boulevard to the Northerly Right-of-Way Line of Junction View
Drive;

thence Southwesterly 23.07 feet along the arc of a 15.00 foot radius curve to the
right (center bears North 66°38'08" West and the chord bears South 67°25'00" West 20.86
feet with a central angle of 88°06'15") along the Northerly Right-of-Way Line of said
Junction View Drive;

thence North 68°31'47" West 75.81 feet along the Northerly Right-of-Way Line of
said Junction View Drive;

thence Northwesterly 185.87 feet along the arc of a 513.71 foot radius curve to the
right (center bears North 21°28'13" East and the chord bears North 58°09'51" West 184.86
feet with a central angle of 20°43'52") along the Northerly Right-of-Way Line of said
Junction View Drive;

thence Northwesterly 210.27 feet along the arc of a 543.19 foot radius curve to the
left (center bears South 42°12'05" West and the chord bears North 58°53'18" West 208.96
feet with a central angle of 22°10'46") along the Northerly Right-of-Way Line of said
Junction View Drive;

thence North 69°58'41" West 186.76 feet along the Northerly Right-of-Way Line of
said Junction View Drive;

Contains 39,641 Square Feet or 0.910 Acres

FOURTH AMENDMENT TO THE OPEN SPACE EXHIBITS IN THE DEVELOPMENT AGREEMENT FOR
THE JUNCTION AT MIDVALE PROJECT, MIDVALE CITY, UTAH

FOURTH REVISED OPEN SPACE PARCELS A-P
thence Northwesterly 21.66 feet along the arc of a 15.00 foot radius curve to the right (center bears North 20°01'19" East and the chord bears North 28°36'22" West 19.83 feet with a central angle of 82°44'39") along the Northerly Right-of-Way Line of said Junction View Drive to the Easterly Right-of-Way Line of FL Smidth Drive;

thence Northeasternly 58.39 feet along the arc of a 833.00 foot radius curve to the left (center bears North 77°14'02" West and the chord bears North 10°45'28" East 58.38 feet with a central angle of 04°00'59") along the Easterly Right-of-Way Line of said FL Smidth Drive;

thence North 08°44'58" East 362.64 feet along the Easterly Right-of-Way Line of said FL Smidth Drive;

thence Northeasternly 134.20 feet along the arc of a 367.00 foot radius curve to the right (center bears South 81°15'02" West and the chord bears South 19°13'29" East 133.45 feet with a central angle of 20°57'02") along the Easterly Right-of-Way Line of FL Smidth Drive;

thence North 29°42'00" East 266.26 feet along the Easterly Right-of-Way Line of said FL Smidth Drive;

thence North 31°36'33" East 209.91 feet along the Easterly Right-of-Way Line of said FL Smidth Drive;

thence North 75°45'23" East 31.93 feet along the Easterly Right-of-Way Line of said FL Smidth Drive to the Southerly Right-of-Way Line of 7200 South Street;

thence Southeasterly 369.94 feet along the arc of a 1,373.28 foot radius curve to the right (center bears South 32°21'37" West and the chord bears South 49°55'21" East 368.82 feet with a central angle of 15°26'05") along the Southerly Right-of-Way Line of said 7200 South Street;

thence South 42°11'31" East 215.55 feet along the Southerly Right-of-Way Line of said 7200 South Street;

thence Southeasterly 265.84 feet along the arc of a 1,333.82 foot radius curve to the left (center bears North 47°48'29" East and the chord bears South 47°54'06" East 265.40 feet with a central angle of 11°25'10") along the Southerly Right-of-Way Line of said 7200 South Street;

thence South 52°35'23" West 72.78 feet;

thence Northwesterly 259.49 feet along the arc of a 1,405.74 foot radius curve to the right (center bears North 37°13'54" East and the chord bears North 47°28'49" West 259.12 feet with a central angle of 10°34'35")

thence North 42°11'31" West 215.55 feet;

thence Northwesterly 342.39 feet along the arc of a 1,299.90 foot radius curve to the left (center bears South 47°48'29" West and the chord bears North 49°44'16" West 341.40 feet with a central angle of 15°05'30")

thence South 31°36'33" West 162.15 feet;

thence South 29°42'00" West 265.78 feet;

thence Southwesterly 121.34 feet along the arc of a 337.00 foot radius curve to the left (center bears South 60°18'00" East and the chord bears South 19°23'06" West 120.69 feet with a central angle of 20°37'48")

thence South 08°44'58" West 412.02 feet;

thence South 69°58'41" East 172.33 feet;
thence Southeasterly 221.88 feet along the arc of a 573.19 foot radius curve to the right (center bears South 20°01'19" West and the chord bears South 58°53'18" East 220.50 feet with a central angle of 22°10'46");
    thence Southeasterly 175.02 feet along the arc of a 483.71 foot radius curve to the left (center bears North 42°12'05" East and the chord bears South 58°09'51" East 174.07 feet with a central angle of 20°43'52");
    thence South 68°31'47" East 41.35 feet;
    thence Northeasterly 24.11 feet along the arc of a 1,483.00 foot radius curve to the right (center bears South 70°30'36" East and the chord bears North 65°31'50" East 21.59 feet with a central angle of 92°04'51");

Contains 147,655 Square Feet or 3.389 Acres

Parcel H

Beginning at a point on the Westerly Right-of-Way Line of 700 West Street, said point being North 00°17'30" East 565.77 feet along the Section Line and West 53.00 feet from the East Quarter Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running

    thence South 00°17'30" West 365.99 feet along the Westerly Right-of-Way Line of said 700 West Street;
    thence South 86°33'00" West 312.68 feet;
    thence South 85°12'00" West 137.34 feet;
    thence South 83°51'00" West 188.15 feet;
    thence South 83°50'59" West 943.02 feet to the Easterly Right-of-Way Line of Bingham Junction Boulevard;
    thence North 06°11'37" West 169.67 feet along the Easterly Right-of-Way Line of said Bingham Junction Boulevard;
    thence Northeasterly 594.85 feet along the arc of a 1,327.00 foot radius curve to the right (center bears North 83°48'23" East and the chord bears North 06°38'54" East 589.88 feet with a central angle of 25°41'01") along the Easterly Right-of-Way Line of said Bingham Junction Boulevard;
    thence Northeasterly 24.11 feet along the arc of a 15.00 foot radius curve to the right (center bears South 70°30'36" East and the chord bears North 65°31'50" East 21.59 feet with a central angle of 92°04'51");
    thence South 68°25'45" East 399.99 feet;
    thence Southeasterly 382.53 feet along the arc of a 1,030.00 foot radius curve to the left (center bears North 21°34'15" East and the chord bears South 79°04'08" East 380.34 feet with a central angle of 21°16'45");
    thence South 89°42'30" East 737.57 feet;
    thence South 44°42'30" East 32.52 feet;
    thence South 77°09'11" West 30.81 feet;
    thence North 89°42'30" West 730.57 feet;

FOURTH AMENDMENT TO THE OPEN SPACE EXHIBITS IN THE DEVELOPMENT AGREEMENT FOR THE JUNCTION AT MIDVALE PROJECT, MIDVALE CITY, UTAH

FOURTH REVISED OPEN SPACE PARCELS A-P
FOURTH AMENDMENT TO THE OPEN SPACE EXHIBITS IN THE DEVELOPMENT AGREEMENT FOR THE JUNCTION AT MIDVALE PROJECT, MIDVALE CITY, UTAH

FOURTH REVISED OPEN SPACE PARCELS A-P

thence Northwesterly 393.68 feet along the arc of a 1,060.00 foot radius curve to the right (center bears North 00°17'30" East and the chord bears North 79°04'07" West 391.42 feet with a central angle of 21°16'45");
  thence North 68°25'45" West 364.32 feet;
  thence Southwesterly 556.18 feet along the arc of a 1,277.00 foot radius curve to the left (center bears South 71°14'20" East and the chord bears South 06°17'01" West 551.80 feet with a central angle of 24°57'17");
  thence South 06°25'45" East 364.32 feet;
  thence Northwesterly 240.07 feet along the arc of a 1,033.06 foot radius curve to the right (center bears North 01°22'55" West and the chord bears North 81°57'38" East 239.53 feet with a central angle of 13°18'54");
  thence Northeastwesterly 43.93 feet along the arc of a 250.00 foot radius curve to the right (center bears South 14°41'48" East and the chord bears North 80°20'14" East 43.87 feet with a central angle of 10°04'04");
  thence Northeastwesterly 243.45 feet along the arc of a 1,994.00 foot radius curve to the right (center bears South 04°37'44" East and the chord bears North 88°52'07" East 243.30 feet with a central angle of 06°59'43");
  thence South 87°38'02" East 37.07 feet;
  thence North 00°17'30" East 318.22 feet;
  thence North 77°09'11" East 30.81 feet to the point of beginning.

Contains 177,848 Square Feet or 4.083 Acres

Parcel I

Beginning at the intersection of 7200 South Street and Bingham Junction Boulevard, said point being North 00°17'30" East 1,533.64 feet along the Section Line and West 1,119.83 feet from the East Quarter Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running

  thence Southeasterly 58.64 feet along the arc of a 1,335.74 foot radius curve to the left (center bears North 29°38'34" East and the chord bears South 61°36'54" East 58.63 feet with a central angle of 02°30'55") along the Southerly Right-of-Way Line of said 7200 South Street;
  thence South 62°52'21" East 200.74 feet along the Southerly Right-of-Way Line of said 7200 South Street;
  thence Southeasterly 193.61 feet along the arc of a 1,350.74 foot radius curve to the left (center bears North 18°34'51" East and the chord bears South 75°31'32" East 193.45 feet with a central angle of 08°12'46") along the Southerly Right-of-Way Line of said 7200 South Street;
  thence South 01°26'23" East 56.27 feet;
  thence South 167.77 feet;
  thence South 29°32'14" East 53.55 feet;

FOURTH AMENDMENT TO THE OPEN SPACE EXHIBITS IN THE DEVELOPMENT AGREEMENT FOR THE JUNCTION AT MIDVALE PROJECT, MIDVALE CITY, UTAH

FOURTH REVISED OPEN SPACE PARCELS A-P
thence Southeasterly 100.44 feet along the arc of a 235.24 foot radius curve to the right (center bears South 60°27'46" West and the chord bears South 17°18'20" East 99.68 feet with a central angle of 24°27'50");
  thence South 00°17'30" West 309.08 feet;
  thence North 89°42'30" West 242.32 feet;
  thence Northwesterly 380.17 feet along the arc of a 1,476.00 foot radius curve to the right (center bears North 06°42'45" East and the chord bears North 75°54'31" West 379.12 feet with a central angle of 14°45'27"));
  thence North 68°31'47" West 246.30 feet;
  thence North 21°28'13" East 111.35 feet;
  thence Northeasterly 91.56 feet along the arc of a 1,272.66 foot radius curve to the right (center bears South 60°56'16" East and the chord bears North 31°07'24" East 91.54 feet with a central angle of 04°07'20"));
  thence North 31°23'28" East 138.64 feet;
  thence North 33°11'04" East 304.94 feet;
  thence South 67°51'20" East 320.01 feet;
  thence East 161.17 feet;
  thence North 01°26'23" West 56.27 feet to the intersection of Southerly Right-of-Way Line of said 7200 South Street and the Westerly Right-of-Way Line of Grandeur View Way;
  thence South 35°53'18" East 40.67 feet along the Westerly Right-of-Way Line of said Grandeur View Way;
  thence South 07°48'12" West 13.95 feet along the Westerly Right-of-Way Line of said Grandeur View Way;
  thence Southeasterly 170.75 feet along the arc of a 333.00 foot radius curve to the left (center bears South 82°11'48" East and the chord bears South 06°53'09" East 168.88 feet with a central angle of 29°22'42") along the Westerly Right-of-Way Line of said Grandeur View Way;
  thence South 21°34'30" East 79.54 feet along the Westerly Right-of-Way Line of said Grandeur View Way;
  thence Southeasterly 101.90 feet along the arc of a 267.00 foot radius curve to the right (center bears South 68°25'30" West and the chord bears South 10°38'30" East 101.28 feet with a central angle of 21°52'00") along the Westerly Right-of-Way Line of said Grandeur View Way;
  thence South 00°17'30" West 302.35 feet along the Westerly Right-of-Way Line of said Grandeur View Way;
  thence Southwesterly 28.27 feet along the arc of a 18.00 foot radius curve to the right (center bears North 89°42'30" West and the chord bears South 45°17'30" West 25.46 feet with a central angle of 90°00'00") along the Westerly Right-of-Way Line of said Grandeur View Way to the Northerly Right-of-Way Line of Junction View Drive;
  thence South 00°17'30" West 6.00 feet along the Northerly Right-of-Way Line of said Junction View Drive;
  thence North 89°42'30" West 92.05 feet along the Northerly Right-of-Way Line of said Junction View Drive;
  thence Northwesterly 556.67 feet along the arc of a 1,506.00 foot radius curve to the right (center bears North 00°17'30" East and the chord bears North 79°07'09" West
553.51 feet with a central angle of 21°10'43") along the Northerly Right-of-Way Line of said Junction View Drive;
   thence North 68°31'47" West 285.76 feet along the Northerly Right-of-Way Line of said Junction View Drive;
   thence Northwesterly 40.27 feet along the arc of a 25.00 foot radius curve to the right (center bears North 21°28'13" East and the chord bears North 22°23'18" West 36.05 feet with a central angle of 92°16'58") along the Northerly Right-of-Way Line of said Junction View Drive to the Easterly Right-of-Way Line of Bingham Junction Boulevard;
   thence Northeasterly 218.51 feet along the arc of a 1,327.45 foot radius curve to the right (center bears South 66°14'49" East and the chord bears North 28°28'07" East 218.26 feet with a central angle of 09°25'53") along the Easterly Right-of-Way Line of said Bingham Junction Boulevard;
   thence North 33°11'04" East 524.32 feet along the Easterly Right-of-Way Line of said Bingham Junction Boulevard;
   thence North 76°58'02" East 37.17 feet along the Easterly Right-of-Way Line of said Bingham Junction Boulevard to the point of beginning.

Contains 130,401 Square Feet or 2.994 Acres

Parcel J

Beginning at a point on the Westerly Right-of-Way Line of Bingham Junction Boulevard, said point being North 00°17'30" East 436.40 feet along the Section Line and West 1,757.86 feet from the East Quarter Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running

   thence Southeasterly 231.21 feet along the arc of a 1,433.00 foot radius curve to the left (center bears South 86°56'57" East and the chord bears South 01°34'17" East 230.96 feet with a central angle of 09°14'40") along the Westerly Right-of-Way Line of said Bingham Junction Boulevard;
   thence South 06°11'37" East 169.59 feet along the Westerly Right-of-Way Line of said Bingham Junction Boulevard;
   thence South 83°50'59" West 144.01 feet;
   thence Southwesterly 104.80 feet along the arc of a 1,482.40 foot radius curve to the left (center bears South 08°37'16" East and the chord bears South 81°49'29" West 104.78 feet with a central angle of 04°03'02");
   thence South 82°43'42" West 85.64 feet;
   thence Southwesterly 446.04 feet along the arc of a 1,032.45 foot radius curve to the left (center bears South 08°37'16" East and the chord bears South 69°00'09" West 442.58 feet with a central angle of 24°45'11");
   thence South 56°37'33" West 442.58 feet with a central angle of 24°45'11");
   thence South 56°37'33" West 112.01 feet;
   thence North 60°11'12" West 29.38 feet;
   thence Northeasterly 868.53 feet along the arc of a 1,522.40 foot radius curve to the right (center bears South 35°17'57" East and the chord bears North 71°02'40" East 856.80 feet with a central angle of 32°41'14");
   thence North 06°11'37" West 132.39 feet;

FOURTH AMENDMENT TO THE OPEN SPACE EXHIBITS IN THE DEVELOPMENT AGREEMENT FOR THE JUNCTION AT MIDVALE PROJECT, MIDVALE CITY, UTAH

FOURTH REVISED OPEN SPACE PARCELS A-P
FOURTH AMENDMENT TO THE OPEN SPACE EXHIBITS IN THE DEVELOPMENT AGREEMENT FOR THE JUNCTION AT MIDVALE PROJECT, MIDVALE CITY, UTAH

FOURTH REVISED OPEN SPACE PARCELS A-P

thence Northwesterly 265.32 feet along the arc of a 1,483.00 foot radius curve to the right (center bears North 83°48'23" East and the chord bears North 01°04'06" West 264.97 feet with a central angle of 10°15'02");
  thence South 84°40'09" East 25.80 feet;
  thence Southeasterly 38.28 feet along the arc of a 25.00 foot radius curve to the right (center bears South 05°19'51" West and the chord bears South 40°48'33" East 34.64 feet with a central angle of 87°43'13") to the point of beginning.

Contains 46,555 Square Feet or 1.069 Acres

Parcel K


Parcel L

All of Parcel 'L' as shown on the Junction at Bingham Phase 2 Plat recorded June 25, 2010 as Entry No. 10977683, in Book 2010P, at Page 109 of Official Records.

Parcel M

Beginning at a point on the Southerly Right-of-Way Line of 7200 South Street, said point being North 00°17'30" East 2,405.64 feet along the Section Line and West 2,743.74 feet from the East Quarter Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running

  thence South 08°31'25" East 89.18 feet;
  thence South 44°32'13" West 14.14 feet;
  thence South 08°32'11" East 62.09 feet;
  thence South 05°01'43" East 148.71 feet;
  thence South 24°35'48" East 391.55 feet;
  thence North 89°59'54" West 248.49 feet;
  thence North 10°00'36" West 76.90 feet;
  thence North 32°02'14" East 43.37 feet;
  thence North 79°06'28" East 45.46 feet;
  thence South 32°28'17" East 88.82 feet;
  thence North 89°48'11" East 62.48 feet;
  thence North 02°40'46" East 38.77 feet;
  thence North 44°03'26" West 69.68 feet;
  thence North 53°42'51" West 71.99 feet;
  thence North 10°28'10" West 92.59 feet;
  thence North 84°38'27" West 11.04 feet;
  thence South 03°59'57" West 83.69 feet;
  thence South 73°31'11" West 41.18 feet;
  thence South 11°30'48" West 55.05 feet;
thence South 13°43'07" East 46.33 feet;
thence South 10°00'36" East 76.90 feet;
thence South 04°31'00" East 80.12 feet;
thence South 02°28'00" East 266.80 feet;
thence South 04°40'00" East 8.51 feet;
thence South 04°40'00" East 249.83 feet;
thence South 02°42'00" East 168.11 feet;
thence West 50.06 feet;
thence North 02°42'00" West 164.89 feet;
thence North 04°40'00" West 258.44 feet;
thence North 02°28'00" West 266.86 feet;
thence North 04°31'00" West 133.58 feet;
thence North 05°36'01" West 211.23 feet;
thence North 00°01'31" West 40.00 feet;
thence North 04°03'48" West 362.43 feet to the Southerly Right-of-Way Line of
said 7200 South Street;
thence North 89°20'39" East 160.41 feet along the Southerly Right-of-Way Line of
said 7200 South Street to the point of beginning.

Contains 155,652 Square Feet or 3.573 Acres

Parcel O

All of Parcel 'O' as shown on the Junction at Bingham Phase 2 Plat recorded June 25, 2010

Parcel P

Beginning at a point being North 00°17'30" East 1,181.08 feet along the Section Line and
West 2,340.19 feet from the East Quarter Corner of Section 26, Township 2 South, Range
1 West, Salt Lake Base and Meridian; and running

thence Southwesterly 159.12 feet along the arc of a 760.32 foot radius curve to the right (center bears North 71°57'56" West and the chord bears South 24°01'48" West 158.83 feet with a central angle of 11°59'28");
thence Southwesterly 74.56 feet along the arc of a 866.33 foot radius curve to the
left (center bears South 59°54'21" East and the chord bears South 27°37'43" West 74.54 feet with a central angle of 04°55'53");
thence West 311.30 feet;
thence North 02°42'00" West 168.11 feet;
thence North 04°40'00" West 249.83 feet;
thence North 86°32'43" East 15.00 feet;
thence South 04°40'00" East 249.77 feet;
thence South 02°42'00" East 139.04 feet;
thence East 278.87 feet;
thence Northeasterly 58.01 feet along the arc of a 896.33 foot radius curve to the right (center bears South 63°36'47" East and the chord bears North 28°14'28" East 58.00 feet with a central angle of 03°42'29")

thence Northeasterly 153.84 feet along the arc of a 719.51 foot radius curve to the left (center bears North 59°54'18" West and the chord bears North 23°58'11" East 153.55 feet with a central angle of 12°15'02")

thence South 69°58'41" East 30.07 feet to the point of beginning.

Contains 21,583 Square Feet or 0.495 Acres
WHEREAS, pursuant to Section 10-9a-102 (2) of the Utah State Code, the City is authorized as follows: “To accomplish the purposes of this chapter, municipalities may enact all ordinances, resolutions, and rules and may enter into other forms of land use controls and development agreements that they consider necessary or appropriate for the use and development of land within the municipality, including ordinances, resolutions, rules, restrictive covenants, easements, and development agreements governing uses, density, open spaces, structures, buildings, energy efficiency, light and air, air quality, transportation and public or alternative transportation, infrastructure, street and building orientation and width requirements, public facilities, and height and location of vegetation, trees, and landscaping, unless expressly prohibited by law”; and

WHEREAS, due to the unique circumstances involved in the development of the Midvale Slag Superfund Site, the City has found it necessary and beneficial to the Property Owner and the City to enter into a Development Agreement detailing improvements to be installed by all parties, time frames in which they must be completed, and limits to the cost of those improvements; and

WHEREAS, the property for the project includes perpetual public open space easements that will be improved and owned and maintained by the property owner, which specifics are addressed in an Easement Agreement; and

WHEREAS, said Easement Agreement was entered into on October 20, 2015 for the CHG Project between Midvale City Corporation and Arbor Gardner Bingham Holdings LC; recorded as Entry #12159054, Book 10374, Pages 67-77 in the Salt Lake County Recorder’s Office; and

WHEREAS, Arbor Gardner Bingham Junction Office 4, LC, a Utah limited liability company and Arbor Gardner Bingham Junction Office 5, LC, a Utah limited liability company are the current successors in interest to the original grantor under the Easement Agreement and, in accordance with Section 6.2 of the Easement Agreement, are subject to the Easement Agreement; and

WHEREAS, since said Easement Agreement was recorded, it has been determined that specific proposed developments require the relocation of some of the open space areas, requiring an amendment to the Easement Agreement; and
WHEREAS, both parties have negotiated such an amendment to the agreement and, as of the date of this Resolution, agree to enter into said first amended agreement; and

WHEREAS, the City Council has thoroughly reviewed said First Amendment to the Easement Agreement and agrees that entering into such agreement will help further the development of the area and maintain the required open space areas.

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

Section 1. The Midvale City Council has thoroughly reviewed the attached First Amendment to the Easement Agreement for the CHG Project between Midvale City Corporation and Arbor Gardner Bingham Junction Holdings, LC.

Section 2. The Midvale City Council, through its understanding of the development challenges associated with the development of the CHG property and its expectations for the public open space areas believe it is in the best interest of the Property Owner and the City to enter into such Easement Agreement.

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

PASSED AND APPROVED this ___ day of ______________, 2019.

______________________________
Robert M. Hale, Mayor

ATTEST:

______________________________
Rori Andreason, MMC
City Recorder

Voting by City Council “Aye” “Nay”

Quinn Sperry _______ _______
Paul Glover _______ _______
Paul Hunt _______ _______
Bryant Brown _______ _______
Dustin Gettel _______ _______

Resolution 2019-R-41

Page 2 of 2
FIRST AMENDMENT TO THE EASEMENT AGREEMENT FOR THE CHG PROJECT
MIDVALE CITY, UTAH

THIS AMENDMENT TO THE EASEMENT AGREEMENT ("Amendment") is entered into as of this _____ day of ______________, 2019, between Arbor Gardner Bingham Junction Office 4, LC, a Utah limited liability company and Arbor Gardner Bingham Junction Office 5, LC, a Utah limited liability company (collectively referred to as "Owners"), and Midvale City Corporation, a Utah municipal corporation ("Midvale" or “City”). Owners and City are sometimes referred to in this Amendment as a “Party” and collectively as the “Parties.”

RECITALS

A. The City entered into a certain Easement Agreement for the CHG Project within the Junction at Midvale Master Planned Development Midvale City, Utah dated October 20, 2015 (the “Easement Agreement”) with Arbor Gardner Bingham Junction Holdings, LC in conjunction with the development of certain real property commonly referred to as the CHG Project, which is a portion of the Junction at Midvale Project, located in Midvale City, Utah. The Easement Agreement was agreed upon and signed by all parties and recorded as Entry #12159054, Book 10374, Pages 67-77 in the Salt Lake County Recorder’s Office; and

B. Owners are the current successors in interest to the original grantor under the Easement Agreement and, in accordance with Section 6.2 of the Easement Agreement, are subject to the Easement Agreement; and

C. Since that time, refinements have been made in the overall development layout within the CHG Project and, as such, Owners and City find it necessary to amend the location of a portion of the easement; and

D. City and Owners believe that it is in the Parties’ best interests to amend the Easement Agreement in the manner set forth in this First Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and City do hereby amend the Easement Agreement as follows:
1. The property covered by this Amendment is more fully described in Exhibit A, attached hereto.

2. Recital B. ("Amended Plat") is hereby amended and restated in its entirety as follows:

   "The Property constitutes Lots 1 & 2 of the View 72 Retail Subdivision 3rd Amended recorded with the County Recorder for Salt Lake County, Utah on July 27, 2015 as Entry No. 12099886 in Book 2015P at Page 165, a copy of which is attached hereto as Exhibit B, and Lot 3 of the View 72 Retail Subdivision 4th Amended recorded with the County Recorder for Salt Lake County, Utah on ____________, 20__ as Entry No. ____________ in Book _______ at Page ______, a copy of which is attached hereto as Exhibit C (together with Exhibit B the "Amended Plat")."

3. The View 72 Retail Subdivision 4th Amended plat, attached to this document as Exhibit B, shall be attached to the Easement Agreement as Exhibit C.

4. All other conditions and terms in the original Easement Agreement for the CHG Project shall remain the same.

   IN WITNESS WHEREOF, this First Amendment to the Easement Agreement has been executed by Midvale City Corporation, acting by and through the Midvale City Council, and by duly authorized representatives of Owners as of the date first set forth above.

   [signature and acknowledgment pages follow]
CITY:

MIDVALE CITY CORPORATION

By: ________________________________
Robert M. Hale, Mayor

ATTEST:

_______________________________
Rori L. Andreason, MMC
City Recorder

APPROVED AS TO FORM:

_______________________________
Lisa A. Garner
City Attorney

STATE OF UTAH )
) ss
COUNTY OF SALT LAKE )

On the ___ day of ____________, 20__, personally appeared before me Robert M.Hale, who being by me duly sworn did say he is the Mayor of Midvale City Corporation, and that the within and foregoing instrument was signed on behalf of such Corporation.

Notary Public
Residing at: ________________________________

My Commission Expires:

________________________
OWNER:

Arbor Gardner Bingham Junction Office 4, LC, a Utah limited liability company

By: ________________________________
Name: ________________________________
Its: ________________________________

STATE OF UTAH  )
COUNTY OF SALT LAKE ) ss

On the ___ day of ________________, 2019, personally appeared before me
_______________________________, who being by me duly sworn did say he/she is the
_______________ of Arbor Gardner Bingham Junction Office 4, LC, a Utah limited liability
company, and that he/she had signed the within and foregoing instrument on behalf of such limited
liability company.

_______________________________
Notary Public
Residing at: ________________________________

My Commission Expires:

_______________________________

NOTARY SIGNATURE AND SEAL
OWNER:

Arbor Gardner Bingham Junction Office 5, LC, a Utah limited liability company

By: ____________________________
Name: __________________________
Its: ____________________________

STATE OF UTAH )
COUNTY OF SALT LAKE )

On the ___ day of ________________, 2019, personally appeared before me ________________________________, who being by me duly sworn did say he/she is the _______________ of Arbor Gardner Bingham Junction Office 5, LC, a Utah limited liability company, and that he/she had signed the within and foregoing instrument on behalf of such limited liability company.

_______________________________
Notary Public
Residing at: ________________________________

My Commission Expires:

_________________________

NOTARY SIGNATURE AND SEAL
EXHIBIT A

Legal Description of Property

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

All of Lot 1, 2, 3, & 4 of the “View 72 Retail Subdivision 3rd Amended” recorded with the County Recorder for Sale Lake County, Utah on July 27, 2015 as Entry No. 12099886 in Book 2015P at Page 165, containing a total of 564,922 square feet or 12.969 acres.
EXHIBIT B

View 72 Retail Subdivision 4th Amended plat

[attachment follows]
SUBJECT: Consideration of Resolution No. 2019-R-42 Authorizing the Mayor to enter in an Agreement with Beck Construction for the 2019 Midvale Sewer Rehabilitation Project

SUBMITTED BY: Glen Kennedy, Public Works Director

SUMMARY:

In an effort to identify potential concerns with our existing sewer infrastructure, we engaged our consultant, Bowen Collins & Associates, to work on a sewer master plan. The master plan was completed in 2018, and with input from City staff several areas of concern were identified.

Bowen Collins & Associates began design work on these areas. As design work progressed and engineering estimates given, we decided that breaking these areas into 6 separate schedules was appropriate. By doing so it gave us the flexibility to award the schedules based on the available budget.

The 2019 Midvale Sewer Rehabilitation Project was put out to bid, with a bid opening of August 8, 2019. We received 3 bids.

We evaluated the bids based on the criteria outlined in the bid documents, which included the bid price, approach to the project, and past experience.

Based on that evaluation, Beck Construction & Excavation was deemed the best overall bidder. Based on our available budget, we have decided to award Schedules 2-6 totaling $832,085.

We are anxious to get this project underway, so I am requesting that you suspend the rules so that you can take action on this item tonight.

FISCAL IMPACT: Their bid of $832,085 will be paid out of bond funds as well as capital money within the sewer fund.

STAFF’S RECOMMENDATION AND MOTION:

I move that we suspend the rules and approve Resolution No. 2019-R-42, authorizing the Mayor to sign the agreement with Beck Construction & Excavation for the 2019 Midvale Sewer Rehabilitation Project.

Attachments:

Resolution No 2019-R-42
Plans
Agreement
Bid results
RESOLUTION NO. 2019-R-42

WHEREAS, Midvale City (City) has a desire to be pro-active in maintaining and improving the aging sewer infrastructure; and

WHEREAS, the City commissioned Bowen Collins & Associates to complete a Sewer Master Plan study to help identify potential issues; and

WHEREAS, based on that Master Plan, along with input from City staff, several areas of concern were identified, and design work was completed by Bowen Collins & Associates to address these areas. The project being called 2019 Midvale Sewer Rehabilitation Project; and

WHEREAS, the City put this project out to bid and held a public bid opening on August 8th, 2019 and received 3 bids; and

WHEREAS, City Staff has evaluated these bids based on the criteria noted in the bid documents, and based on that evaluation wishes to award the 2019 Storm Drain Project to Beck Construction & Excavation; and

WHEREAS, an agreement has been prepared between the City and Beck Construction & Excavation.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council adopts this resolution authorizing the Mayor to sign the agreement with Beck Construction & Excavation for the 2019 Midvale Sewer Rehabilitation Project.

APPROVED AND ADOPTED this _____ day of ____________, 2019.

________________________________________
Robert M. Hale, Mayor

ATTEST:

________________________________________
Rori L. Andreason,
City Recorder

Voting by the City Council | “Aye” | “Nay”
---|---|---
Dustin Gettel | | |
Paul Glover | | |
Quinn Sperry | | |
Paul Hunt | | |
Bryant Brown | | |
## SUMMARY OF BIDS FOR 2019 MIDVALE SEWER REHABILITATION PROJECT

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<th>Condie</th>
<th>Beck</th>
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*$832,085*
PROJECT NOTES:

1. CONTRACTOR SHALL REVIEW OWNER PROVIDED QVT VIEWS OF EACH PIPELINE AND INSPECT EVERY SITE TO ENSURE ALL REQUIREMENTS OF THE WORK PRIOR TO BEGINNING THE PROJECT.
2. THE CONTRACTOR SHALL SUBMIT A DETAILED SITE SPECIFIC BYPASS PLAN BEFORE BEGINDING WORK INDICATING THE FOLLOWING FOR EACH WORK SITE:
   A. EMERGENCY RESPONSE PLAN
   B. RECRUITMENT PLAN
   C. SUSTAIN AND NUMERAL SYSTEMS
   D. PIPE TINE, SIZE, LAYOUT AND PIPING CONNECTION METHOD (FUSED, MECHANICAL, ETC)
   E. MONITORING SCHEDULE (24-HR WATCH REQUIRED)
   F. ROAD ASSOCIATION METHOD, MATERIALS AND LOCATIONS
   G. PIPE PLANT OR SIMILARITY BETWEEN MATERIALS AND LOCATIONS
   H. EQUIPMENT LIT
   I. SITE LOCATION PLAN
   J. DIGITAL AND ANSIBLE CONTROL PLAN
   K. INTERCEPTIVE FIGHT SERVICE CONNECTION BYPASS INFORMATION
   L. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DETERMINING THE ACTUAL FLOW NEEDS AND SHALL SUBMIT THE MAXIMUM ANTICIPATED FLOW IN EACH SETUP.
   BYPASS LINE SHALL BE SUFFICIENT TO HANDLE TRAFFIC DURING BYPASS RATES AT CROSSINGS DURING TRAFFIC FLOW OR INSPECT TRAFFIC TO AVOID RESIDENTS OR BUSINESS AS NEEDED.
3. NOT USED.
4. ALL CHIP LINER SHALL BE PLACED ACCORDING TO SPECIFICATION SECTION 33 05 23.40.
5. ALL NON-ACTIVE SERVICE LATERALS SHALL NOT BE RECONNECTED.
6. ALL EXISTING SERVICE LATERALS SHALL BE RECONNECTED ACCORDING TO AAMA SPECIFICATION SECTION 33 05 23.40.
7. CONTRACTOR SHALL FIELD VERIFY IF LATERAL HAS BEEN ABANDONED.
8. ALL PIPE DWELLING AND REPLACEMENTS SHALL BE PERFORMED ACCORDING TO AAMA SPECIFICATION ONES 02 13 06.
9. POINT REPAIRS: ALL POINT REPAIRS SHALL BE COMPLETED PRIOR TO INSTALLATION OF CHIP WORK AND SHALL BE REPAIRED IN ACCORDANCE SPECIFICATION SECTION 33 05 23.40 AND DETAILS C/230 AND C/2007 ON DRAWING NO. 06-01.
10. IF CHIP LINING CAN BE ACCOMPLISHED WITHOUT A POINT REPAIR, OR A TIGHTENED REASURE, CAN BE MADE BY THE CONTRACTOR SHALL SELECT THE BEST ENGINEERING OPTIONS CHOICE PRIOR TO BEGINNING WORK.
11. PAIP CODES: PIPELINE ASSESSMENT CERTIFICATION PROGRAM (PAIP) CODES ARE ASSESSED WITH POINT REPAIRS ON PIP AND PROOF SHEETS. THE STANDARD PAIP CODE DESCRIPTIONS ARE PRINTED IN THE APPENDIX TO THE SPECIFICATION MANUAL. THE INFORMATIONS RELATIVE TO THE CONDITION OF THE PIPE IS BASED ON AVAILABLE INFORMATION.
12. POINT REPAIRS: ALL POINT REPAIRS SHALL BE PERFORMED IN ACCORDANCE TO AAMA SPECIFICATION ONES 02 13 06.
13. WATER DURING OF CHIP ON PIP AND PROOF SHEETS, WHERE A PIPE REPAIR INCLUDES PAIP CODES FOR PERFORMANCE GUIDES (M) THE METHOD OF CHIP CURING SHALL BE WATER CURING. OTHERWISE, THROUGHOUT THE PROJECT IT IS THE CONTRACTOR'S OPTION TO CHOOSE THE MOST APPROPRIATE METHOD OF CURING FOR CHIP IN ACCORDANCE WITH THE SPECIFICATION.
14. WATER DURING OF CHIP ON PIP AND PROOF SHEETS, WHERE A PIPE REPAIR INCLUDES PAIP CODES FOR PERFORMANCE GUIDES (M) THE METHOD OF CHIP CURING SHALL BE WATER CURING. OTHERWISE, THROUGHOUT THE PROJECT IT IS THE CONTRACTOR'S OPTION TO CHOOSE THE MOST APPROPRIATE METHOD OF CURING FOR CHIP IN ACCORDANCE WITH THE SPECIFICATION.
15. THE CONTRACTOR SHALL BE RESPONSIBLE TO RESTORE SURFACE TO ORIGINAL OR BETTER CONDITION. THE CONTRACTOR IS RESPONSIBLE TO PROTECT THE SITE AND TO INCLUDE ALL SURFACE RESTORATION DEVICES AS NEEDED.
16. CONCRETE REPAIR: ALL CONCRETE REPAIR RESTORATION SHALL BE IN ACCORDANCE WITH THE ASPA STANDARDS PLAN 200.
17. ASPHALT REPAIR: ALL ASPHALT REPAIR RESTORATION SHALL BE IN ACCORDANCE WITH ASPA STANDARDS PLAN 200.
18. CURB AND GUTTER: CONTRACTOR SHALL REMOVE AND REPLACE ALL CURB AND GUTTER DISTURBED DURING CONSTRUCTION AS ACCORDANCE WITH ASPA STANDARDS PLAN NO 200.
19. GUTTER AND GUTTER CONTRACTOR SHALL REMOVE AND REPLACE ALL CURB AND GUTTER DISTURBED DURING CONSTRUCTION AS ACCORDANCE WITH ASPA STANDARDS PLAN NO 200.
20. CONCRETE MANHOLE REPAIR AND REPLACE ALL CONCRETE MANHOLE DISTURBED DURING CONSTRUCTION AS ACCORDANCE WITH ASPA STANDARDS PLAN NO. 231.
SECTION 00 52 12
AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Midvale City ("Owner") and ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: to construct the 2019 Midvale Sewer Rehabilitation Project, complete, as described in the project plans and specifications. This project includes removal and replacement of approximately 1,600 feet of existing sewer pipe with 10-inch and 8-inch SDR 35 PVC, 4,550 feet of 8” CIPP Lining, reconnecting existing sewer laterals, replacement of existing sewer manholes, and construction of associated facilities including laterals, miscellaneous fittings, and appurtenances associated with the pipelines.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Bowen Collins & Associates.

3.02 The Owner has retained Bowen Collins & Associates ("Engineer") to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Dates

Time is of the essence. In an effort to receive lower Bid prices the intent of the project schedule is to allow some flexibility on the start date for the project. The start date for the Work shall follow the Notice to Proceed and shall be on a date agreed upon by the Owner.
and the Contractor. Work on any given schedule once begun shall be continuous. The following completion requirements shall also be met:

A. The Work associated with all schedules shall be substantially complete by November 30, 2019.

B. The Work for all schedules shall be ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before December 30, 2019.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 25th day of each month during
performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

   a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

   b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 300 percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of ____ percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information...
and observations obtained from visits to the Site; the Contract Documents; and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement.
2. Performance bond.
3. Payment bond.
4. General Conditions.
5. Supplementary Conditions.
7. Drawings (not attached but incorporated by reference) consisting of the Drawings listed on the attached sheet index.
8. Addenda.
9. Exhibits to this Agreement (enumerated as follows):
   a. Contractor's Bid.
   b. Documentation submitted by Contractor prior to Notice of Award.
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
   a. Notice to Proceed.
b. Work Change Directives.
c. Change Orders.
d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

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

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor’s Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

A. None.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on ________ (which is the Effective Date of the Contract).

OWNER:  

________________________________________

By:  

________________________________________

Title:  

________________________________________

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:  

________________________________________

Title:  

________________________________________

Address for giving notices:  

________________________________________

________________________________________

________________________________________

License No.:  ________

(where applicable)
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)
**SUMMARY REPORT**

**MEETING DATE:** August 27, 2019

**SUBJECT:** Discussion and Action Regarding Resolution No. 2019-R-43 Authorizing the Execution of a General Service Contract between Midvale City and Rocky Mountain Power for Power Service to Traffic Signals at 8150 S 700 W.

**SUBMITTED BY:** Matt Dahl, Assistant City Manager/Community Development Director

**SUMMARY:** As part of the Jordan Bluffs development, Midvale City (City) is requiring the installation of traffic signals at the intersection of 8150 S 700 W. The City will own and operate the traffic signals upon acceptance of Ivy Drive from the site developer and will be responsible for paying for the electrical service provided by Rocky Mountain Power.

Rocky Mountain Power requires the execution of General Services Contract (Contract) in order to provide power to the new traffic signals. The Contract includes, among other things, the following:

- A description of the power that will be supplied by Rocky Mountain Power.
- A requirement that the City pay a Customer Advance of $9,072.59 for the installation of equipment.
- A minimum billing formula based on a Rocky Mountain Power fee schedule and a $34.92 monthly facilities charge.
- A description of obligations for the preparation of the site for installation.
- An indication that the Rocky Mountain Power will design, construct, own, and operate the equipment that they install.

The Contract is a standard form for all similar service installations. The costs are determined by the specific site requirements and established Rocky Mountain Power rates and fees.

**FISCAL IMPACT:** A one-time cost of $9,072.59 will be paid from grant funding provided by Salt Lake County for the construction of Bingham Junction Boulevard and Ivy Drive. The on-going fees for services will be paid through the Street Department’s Electric Signals Account. The on-going monthly fee will be the greater of the service charge (an amount based on the use of power and Rocky Mountain Rate Schedule No. 15) or $34.92 plus 80% of the service charge.
RECOMMENDED MOTION: I move that we adopt Resolution No. 2019-R-43 authorizing the execution of General Services Contract between, the Midvale City and Rocky Mountain Power.

ATTACHMENTS: Resolution No. 2019-R-43, General Services Contract
RESOLUTION NO. 2019-R-43

A RESOLUTION AUTHORIZING THE EXECUTION OF GENERAL SERVICES CONTRACT BETWEEN MIDVALE CITY AND ROCKY MOUNTAIN POWER

WHEREAS, Gardner Jordan Bluffs, L.C. (Developer), is constructing extensions of Bingham Junction Boulevard and Ivy Drive through the Jordan Bluffs development site, and

WHEREAS, Midvale City requires the Developer to install a traffic-signal at the intersection of 8150 S 700 W; and

WHEREAS, the City will own and operate the traffic signals located at the intersection of 8150 S 700 W; and

WHEREAS, Rocky Mountain Power (RMP) requires the City to enter into a General Services Contract to provide power for the operation of the traffic signals; and

WHEREAS, the City has reviewed the General Services Contract for the provision of power to the Traffic Signals at the intersection of 8150 S 700 W

NOW THEREFORE be it RESOLVED by MIDVALE CITY COUNCIL, that they do hereby approve the General Services Contract between Rocky Mountain Power and Midvale City and authorize the Mayor to execute the agreement, subject to any terms and conditions required by Midvale City’s legal counsel.

APPROVED AND ADOPTED this ______ day of August 2019.

____________________________
Robert M. Hale, Mayor

ATTEST:

____________________________
Rori L. Andreason,
City Recorder

Voting by the City Council

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10: INSTALL PRIMARY RISER AND 65T FUSES
20: INSTALL 25KVA UG TRANSFORMER
10-20: INSTALL 1/0 UG PRIMARY WIRE
GENERAL SERVICE CONTRACT
(1000 KVA OR LESS)
between
ROCKY MOUNTAIN POWER
and
MIDVALE CITY CORP

This General Service Contract ("Contract"), dated August 16, 2019, is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and MIDVALE CITY CORP ("Customer"), for electric service for Customer’s traffic signal operation at or near 8150 S 700 W, MIDVALE, Utah.

Company’s filed tariffs (the “Electric Service Schedules” and the “Electric Service Regulations”) and the rules of the Utah Public Service Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Regulations, such schedule and rules shall control. They are available for review at Customer’s request.

1. **Delivery of Power.** Company will provide 120/240 volt, single-phase electric service to the Customer facilities.

2. **Contract Demand.** The specified Demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 1 kVA (diversified, based on Customer’s submitted load prior to the signing of this Contract). After 36 months of service the maximum demand Company is obligated to have available for delivery shall not be greater than the lesser of: the maximum recorded and billed demand in the previous 36 months, or, the above given diversified demand, unless otherwise agreed in writing in accordance with the terms of this Contract. Within fifteen (15) days of a written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.

3. **Extension Costs.** Company agrees to invest $1,159.41 (the “Extension Allowance”) to fund a portion of the cost of the improvements (the “Improvements”) as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance (“Customer Advance”). Customer has paid for engineering, design, or other advance payment for Company’s facilities in the amount of $0.00, which amount is reflected in the balance due in the Customer selected option below. (Customer must initial selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

___ **Refund Option.** The total Customer Advance for this work is $9,322.59, and the balance due is $9,322.59, and Customer remains eligible for refunds. Company will refund part of the Customer Advance if additional customers connect to the Improvements within ten (10) years of the date Company is ready to supply service. Company will refund 20% of the refundable Customer Advance allocable.
to the shared Improvements for four additional applicants. Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional applicant connecting to the Improvements.

**Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of $250 and waives their right to refunds should additional applicants connect to the Improvements. Accordingly, the balance due is $9,072.59.

4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the Customer's monthly bill; or, (2) $34.92 (the monthly facilities charge) plus eighty percent (80%) of the Customer's monthly bill. Billings will be based on Rate Schedule No. 15 and superseding schedules. Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.

5. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.

6. **Contract Minimum Billing Term.** This Contract becomes binding when both Company and Customer have signed it, and will remain in effect for five (5) years following the date when Company is ready to supply service (the "Term").

   In the event Customer terminates service or defaults (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the Contract Minimum Billing for the remainder of the Term.

   If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the date Customer signs this Contract, then Company may terminate this Contract. The Customer’s Advance will be applied to Company costs incurred for design, permitting and other associated Contract costs. However, if Company has installed Improvements so that Company is ready to supply service, but Customer is not ready to receive service from Company within such one-hundred fifty (150) day period, then the failure of Customer to receive service may be treated as a Customer default, and Customer shall be responsible for paying the Contract Minimum Billing for remainder of the Term.

7. **Customer Obligations.** Customer agrees to:

   a) Provide legal rights-of-way to Company, at no cost to Company, using Company’s standard forms. This includes rights-of-way on Customer’s property and/or adjoining property and any permits, fees, etc. required to cross public lands;

   b) Prepare the route to Company’s specifications;

   c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,

   d) Comply with all of Company’s tariffs, procedures, specifications and requirements.

8. **Special Provisions:** None
9. **Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer’s expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in Company’s Electric Service Requirements Manual, and other specifications as otherwise provided by Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of Company facilities being located outside of a legal right-of-way. The provisions of this paragraph 9 shall survive the termination of this Contract.

10. **Design, Construction, Ownership and Operation.** Company shall design, construct, install, and operate the Improvements in accordance with Company’s standards. Company will own the Improvements, together with Company’s existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** Company’s liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or Company’s other electric utility facilities. Under no circumstances shall Company be liable for other economic losses, including but not limited to consequential damages. Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of Company.

No other party, including Customer, shall have the right to operate or maintain Company’s electric utility facilities or the Improvements. Customer shall not have physical access to Company’s electric utility facilities or the Improvements and shall engage in no activities on or related to Company’s electric utility facilities or the Improvements.

11. **Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Company reserves the right to require customer payments be sent by EDI or wire transfer. If Customer disputes any portion of Customer’s bill, Customer shall pay the total bill and shall designate the disputed portion. Company shall decide the dispute within sixty (60) days after Customer’s notice of dispute. Any refund Company determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as quoted in The Wall Street Journal.
Company may request deposits from Customer to the extent permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, Company may exercise any or all of its rights and remedies with respect to any such deposits.

12. **Furnishing Information.** Upon Company’s request, Customer shall submit its year-end financial statements to Company, certified to be true and correct and in accordance with GAAP (General Accepted Accounting Principles). Furthermore, Customer shall submit additional information as Company may reasonably request from time to time in furtherance of the purposes of this Contract. Such information shall be deemed confidential. Company will base its decision with respect to credit, deposits or any other material matter on information furnished under this section by Customer, and shall reserve its rights with respect to such decisions should such information be inaccurate.

13. **Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.

14. **Assignment.** The obligations under this Contract are obligations at all times of Customer, and may not be assigned without Company’s consent except in connection with a sale, assignment, lease or transfer of Customer’s interest in Customer’s facility. Any such assignment also shall be subject to (i) such successor’s qualification as a customer under Company’s policies, the Electric Service Regulations, and the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to Company. Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule.

Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.

15. **Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

16. **Attorneys’ Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys’ fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including,
without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

17. **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

18. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.

**MIDVALE CITY CORP**

By ________________________________

signature

NAME (type or print legibly) ________________________________

TITLE ________________________________

DATE ________________________________

Customer’s Mailing Address for Executed Contract

Keith Ludwig

ATTENTION OF ________________________________

7505 S Holden St

ADDRESS ________________________________

Midvale, UT 84047

CITY, STATE, ZIP ________________________________

ludwigk@midvale.com

EMAIL ADDRESS ________________________________

**ROCKY MOUNTAIN POWER**

By ________________________________

signature

Manager ________________________________

NAME (type or print legibly) ________________________________

TITLE ________________________________

DATE ________________________________

Rocky Mountain Power’s Mailing Address for Executed Contract

12840 Pony Express Rd

ADDRESS ________________________________

Draper, UT 84020

CITY, STATE, ZIP ________________________________

heather.christiansen@pacificorp.com

EMAIL ADDRESS ________________________________
**SUBJECT:** Discussion Regarding Community Development and Redevelopment Agency Staffing

**SUBMITTED BY:** Matt Dahl, Assistant City Manager/Community Development Director

**SUMMARY:** The Community Development Department and the Redevelopment Agency (RDA) are each requesting the City Council and Board of Directors consider the creation and hiring of a new position within their respective groups. The Community Development Department is seeking to hire a second Community Development Support Technician to provide additional customer support in the administration of Building Services and Business Licensing. The RDA is seeking to hire a new RDA Manager to provide management of the RDA under the direction of the RDA Director.

Building and Business Licensing services are currently being provided by a combination of Sunrise Engineering and five City staff members. Over the course of the last three months, staff has been evaluating the efficiency and effectiveness of the current system, and has determined that additional staffing is required. The reasons for this proposed change are as follows:

- The majority of staff members providing Building and Business Licensing services have added these responsibilities to those they were originally hired to do. Allowing these individual to focus on their core areas of responsibility (e.g. plan review) will improve the overall effectiveness of the Community Development Department.

- Responsibilities are currently spread across too many people, which can lead to confusion, miscommunication, and inefficiencies. In July, the Community Development Department hired a Community Development Support Technician, who is dedicated to Building and Business Licensing services. This addition has been key to improving our service provision. However, due to the volume of permitting, licensing, inspections, and other related tasks, additional dedicated support is warranted. The addition of another Community Development Support Technician will allow the primary responsibilities for Building and Business Licensing to be addressed by two staff members rather than five.
The Redevelopment Agency is currently staffed by a director, two project managers, and an executive assistant. Following recent changes in staffing, the director has also taken on the role of Community Development Director and Assistant City Manager. The RDA is proposing the addition of an RDA Manager that would have mid-level management responsibilities for the whole organization. The position would supervise the project management staff and would be supervised by the RDA Director. The reasons for this proposed change are as follows:

- The proposed addition would create a similar structure to other divisions in the City (e.g., Planning, Engineering, etc.).

- The proposed position would increase overall project capacity for the RDA.

- The position would be able to provide dedicated daily administration of the RDA.

Staff will be prepared to discuss the proposed positions and organizational changes during the meeting.
Memorandum

Date: August 27, 2019
To: Midvale City Council
From: Alex Murphy, Associate Planner
Subject: Discussion regarding Medical Cannabis and Specialty Tobacco Related Uses

UT HB 3001, adopted in December 2018, provides for the licensing and regulation of Cannabis Production Establishments (including cannabis cultivation facilities, cannabis processing facilities, and independent cannabis testing facilities) and Medical Cannabis Pharmacies.

Staff approached the Council in July 2019 seeking direction on how to incorporate these uses into the City’s Zoning Ordinance. In response to that discussion, Staff has prepared a summary of the proposed land use regulations and seeks any additional input from the Council before moving forward with the formal ordinance amendment process. Additionally, as they are regulated by the State similarly to cannabis-related uses, Staff has also included a new use category and related requirements for Retail Tobacco Specialty Businesses.

The draft summary includes new use categories, appropriate zones for the new uses, proximity requirements, sign standards, and definitions. These requirements are generally copied from HB 3001 and State Retail Specialty Tobacco Business regulations.

A few items to note regarding the attached summary:

- The definition for “Medical Cannabis Pharmacy” includes any state-run central fill facilities in addition to privately held operations. Given recent news reporting, this inclusion may ultimately prove unnecessary.

- Proximity requirements for cannabis-related uses are defined slightly differently from retail tobacco specialty businesses with respect to residential uses and zones. Cannabis-related business proximity requirements are based on areas zoned primarily for residential uses while retail tobacco specialty proximity requirements are based on areas used or zoned for residential use. “Zoned primarily for” limits the areas that can be considered in the proximity calculations to strictly residential zoning designations while “used or zoned for” means any
nonconforming or mixed-use areas and zones must be accounted for when considering a location for a retail specialty tobacco business.

- Proximity requirements apply across City boundaries. For example, a community location in Murray will impact where cannabis and retail specialty tobacco businesses may locate in Midvale. Staff will need to verify proximity requirements are satisfied for locations near City limits, such as by obtaining approval from the adjacent jurisdiction or reviewing their zoning maps.

- HB 3001 requires cannabis production establishments be permitted in at least one industrial zone. The draft summary proposes allowing production establishments in all of the zones where manufacturing uses are permitted (Clean Industrial, Bingham Junction, and Jordan Bluffs Subareas 1-3.) Even where permitted by zone, these uses are still subject to applicable proximity requirements.

- HB 3001 requires medical cannabis pharmacies be permitted in all zones, except where prohibited by proximity requirements. The proposed zone list accounts for areas primarily zoned for residential use but does not otherwise limit location of medical cannabis pharmacies.

Staff would like additional input from the Council on the following items:

- HB 3001 provides the City with the authority to recommend waiving proximity requirements for cannabis-related uses. Should the City wish to codify parameters and processes to be used in considering waiver requests, these could be addressed now or added after the regulations are administered and specific problems are identified.

- HB 3001 requires cannabis-related businesses to prepare a security plan, which the City will review against applicable ordinance requirements. The City could require UPD review of security plans.

- The definitions used for “community locations” as they relate to proximity requirements are not consistent at the State level for cannabis and tobacco related businesses. The attached summary proposing utilizing the tobacco related definition for both business types because it is the more restrictive, includes homeless shelters, and eliminates the need for two definitions for the same term. These definitions can be separated, if desired. Here are the two definitions:

<table>
<thead>
<tr>
<th>HB 3001 (Cannabis)</th>
<th>UCA §10-8-41.6 (Tobacco)</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Community location” means:</td>
<td>“Community location” means:</td>
</tr>
<tr>
<td>o A public or private school;</td>
<td>o A public or private kindergarten, elementary, middle, junior high, or high school;</td>
</tr>
<tr>
<td>o A church;</td>
<td></td>
</tr>
<tr>
<td>o A public library;</td>
<td></td>
</tr>
</tbody>
</table>

Medical Cannabis and Specialty Tobacco Related Uses
Page 2 of 3
- A public playground; and
- A public park
- A licensed child-care facility or preschool;
- A trade or technical school;
- A church;
- A public library;
- A public playground;
- A public park;
- A youth center or other space used primarily for youth oriented activities;
- A public recreation facility;
- A public arcade; or
- For a new license issued on or after July 1, 2018, a homeless shelter.

Attachments: Exhibit A – Cannabis and Tobacco Ordinance Summary
EXHIBIT A

Cannabis Production Establishment:

- Permitted Use in:
  - Clean Industrial
  - Bingham Junction
  - Jordan Bluffs (Subareas 1-3)
- Not permitted within 1000’ of a community location or within 600’ of an area zoned primarily for residential use, as measured from the nearest entrance to the cannabis production establishment by following the shortest route of ordinary pedestrian travel to the property boundary of the community location or residential area.
- Verify proximity requirements are satisfied across City limits, such as by obtaining approval from the adjacent jurisdiction or reviewing their zoning maps.
- City may recommend waiver of proximity requirement if ___________
- Applicant must provide a description of the physical characteristics of the proposed facility, including a site plan, floor plan, architectural elevations, and a security plan. Fencing and security devices must comply with applicable City requirements.
- Where allowed by State law, signage is subject to the applicable zone requirements for type and size.
- Parking minimum between 1-2.5 stalls per 1000 SF of net leasable floor area.

Medical Cannabis Pharmacy:

- Permitted Use in:
  - Mixed Use
  - State Street
  - Transit Oriented Development
  - Bingham Junction
  - Jordan Bluffs (Subareas 1-3)
  - Historic Commercial
  - Regional Commercial
  - Clean Industrial
  - Transit Oriented Development Overlay
- Not permitted within 600’ of an area zoned primarily for residential, as measured in a straight line from the boundary of the property containing the medical cannabis pharmacy to the zone boundary of the residential area without regard to intervening structures or zoning districts.
- Not permitted within 600’ of a community location, as measured from the boundary of the property containing the medical cannabis pharmacy to the property boundary of the community location following the shortest route of ordinary pedestrian travel.
- Not permitted within 200’ of a community location as measured in a straight line from the nearest entrance of the medical cannabis pharmacy to the nearest
property boundary of a community location without regard to intervening structures or zoning districts.

- Verify proximity requirements are satisfied across City limits, such as by obtaining approval from the adjacent jurisdiction or reviewing their zoning maps.
- City may recommend waiver of proximity requirement if ___________
- Applicant must provide a description of the physical characteristics of the proposed facility, including a site plan, floor plan, architectural elevations, and a security plan. Fencing and security devices must comply with applicable City requirements.
- Where allowed by State law, signage is subject to the applicable zone requirements for type and size.
- Parking minimum of 3 stalls per 1000 SF of net leasable floor area.

Retail Tobacco Specialty Business:

- Permitted Use in:
  - Mixed Use
  - State Street
  - Transit Oriented Development
  - Bingham Junction
  - Jordan Bluffs (Subareas 1-3)
  - Historic Commercial
  - Regional Commercial
  - Clean Industrial
  - Transit Oriented Development Overlay
- Not permitted within 1000’ of a community location; within 600’ of another retail tobacco specialty business; or within 600’ from property used or zoned for agricultural or residential use as measured in a straight line from the nearest entrance of the retail tobacco specialty business to the nearest property boundary of a location described above without regard to intervening structures or zoning districts.
- Verify proximity requirements are satisfied across City limits, such as by obtaining approval from the adjacent jurisdiction or reviewing their zoning maps.
- Parking minimum of 3 stalls per 1000 SF of net leasable floor area.

New Definitions:

- Cannabis Cultivation Facility means a person or entity that
  - (a) possesses cannabis;
  - (b) grows or intends to grow cannabis; and
  - (c) sells or intends to sell cannabis to a cannabis cultivation facility or to a cannabis processing facility.
- Cannabis Processing Facility means a person or entity that:
  - (a) acquires or intends to acquire cannabis from a cannabis production establishment or holder of an industrial hemp processor license;
  - (b) possesses cannabis with the intent to manufacture a cannabis product;
o (c) manufactures or intends to manufacture a cannabis product from unprocessed cannabis or a cannabis extract; and
o (d) sells or intends to sell a cannabis product to a medical cannabis pharmacy or the state central fill medical cannabis pharmacy.

- Independent Cannabis Testing Laboratory means a person or entity that:
  o (a) conducts a chemical or other analysis of cannabis or a cannabis product; or
  o (b) acquires, possesses, and transports cannabis or a cannabis product with the intent to conduct a chemical or other analysis of the cannabis or cannabis product.

- Cannabis Production Establishment means a cannabis cultivation facility, a cannabis processing facility, or an independent cannabis testing laboratory.

- Medical Cannabis Pharmacy includes any state central fill medical cannabis pharmacies and means a person or entity that:
  o (a)
    ▪ (i) acquires or intends to acquire
      • (A) cannabis in a medicinal dosage form or a cannabis product in a medicinal dosage form from a cannabis processing facility; or
      • (B) a medical cannabis device; or
    ▪ (ii) possesses cannabis in a medicinal dosage form, a cannabis product in a medicinal dosage form, or a medical cannabis device; and
  o (b) sells or intends to sell cannabis in a medicinal dosage form, a cannabis product in a medicinal dosage form, or a medical cannabis device to a medical cannabis cardholder.

- State Central Fill Medical Cannabis Pharmacy means the central fill pharmacy that the Utah Department of Agriculture and Food creates in accordance with State law.

- Cannabis Product means a product that:
  o (a) is intended for human use and
  o (b) contains cannabis or tetrahydrocannabinol.

- Retail Tobacco Specialty Business means a commercial establishment in which:
  o the sale of tobacco products accounts for more than 35% of the total quarterly gross receipts for the establishment;
  o 20% or more of the public retail floor space is allocated to the offer, display, or storage of tobacco products;
  o 20% or more of the total shelf space is allocated to the offer, display, or storage of tobacco products; or
  o the retail space features a self-service display for tobacco products.

- Tobacco Product means:
  o any cigar, cigarette, or electronic cigarette,
  o a tobacco product, including:
    ▪ (A) chewing tobacco; or
    ▪ (B) any substitute for a tobacco product, including flavoring or additives to tobacco; and
• tobacco paraphernalia.

- **Community Location means:**
  - a public or private kindergarten, elementary, middle, junior high, or high school;
  - a licensed child-care facility or preschool;
  - a trade or technical school;
  - a church;
  - a public library;
  - a public playground;
  - a public park;
  - a youth center or other space used primarily for youth-oriented activities;
  - a public recreational facility;
  - a public arcade; or
  - a homeless shelter.
SUBJECT: Discussion Regarding Surplus and Sale of Land

SUBMITTED BY: Lisa Garner, City Attorney

SUMMARY:
In 1991 UDOT deeded a strip of land to Midvale City. The land had been previously used, by virtue of an easement, for a water line that serviced Midvale residents. It appears that UDOT deeded the property to Midvale so that Midvale could then sell the abandoned easement property to the adjacent property owners. This intention is evidenced by a deed from Midvale City to one of the adjacent property owners dated August of 1991. However, there was a small piece of property that remained the ownership of Midvale City. The adjacent property owner recently discovered that this piece of property was owned by Midvale City and now desires to purchase this property from the City. This piece is approximately .27 acres and valued at $700.00 by the Salt Lake County Assessor’s Office. As the property is under one acre and valued at less than $100,000.00, it is not considered a significant piece of property under Title 3 of the Midvale Municipal Code and public noticing is not required. It is staff’s recommendation that this remnant piece of property be declared surplus property and sold to the adjacent property owner.

ATTACHMENTS:
- Vicinity Map
This map was created by the office of the Salt Lake County Assessor, in cooperation with the offices of Surveyor, Recorder, Auditor, and Information Services. Copyright 2013, Assessor GIS.

The information depicted here is to be taken as an approximate fit in regards to the spatial position of the layers presented. This map is not intended to represent an actual field Survey of, nor establish the actual relation between, any of the layers depicted here.