



CONTRACT APPROVAL COVER SHEET

CONTRACT NO: 2022-56
(RECORDER ONLY)

Contract Title: Right of Way Lease Agreement Midvale Main Street

Approval Signature Required:

Contract Analyst: Susan Stengel **Date:** 8/24/2022

City Attorney's Office: Lisa Garner **Date:** 8/29/2022

Department Head: JN Rockwood **Date:** 8/24/2022

City Manager: [Signature] **Date:** 8/30/2022

Requesting Department: Community Development

City Contact Name: Kate Andrus

Project/Contract Name: Right of Way Lease Agreement Midvale Main Street

Budget Amount: N/A

Bid Information:

Bid Type: N/A

Bid Exception: _____
(i.e: Sole Source, Professional Services, etc.)

Bid/Exception Date: _____

Council Approval Date: _____ Resolution No. _____

Party/Vendor Information:

Name: Rick Service

Contact: _____

Telephone: _____

Email: _____

Contract Purpose: Right of Way Lease Agreement

Begin Date: 08/09/2022

Termination Date: 08/01/2032

Renewal Option: _____

Other Documents _____

Required: _____ Due Date: _____

OTHER SIGNIFICANT TERMS AND ANNUAL OBLIGATIONS (Insurance Certificate, Payments, etc.): _____

RECORDER ONLY

DATE RECEIVED: _____

DATE SCANNED TO ONBASE: _____ INDEX: _____

RESOLUTION NO. 2022-R-41

A RESOLUTION AUTHORIZING THE EXECUTION OF A RIGHT OF WAY LEASE AGREEMENT WITH 4TH AVE. & MAIN LLC AND WAIVER OF THE ASSOCIATED ANNUAL RENT FOR THE USE OF AN EXISTING BULB-OUT LOCATED ON THE WEST SIDE OF THE BUILDING AT 7567 S MAIN ST, MIDVALE, UT 84047

WHEREAS, the City is pursuing efforts to improve streetscape design elements along Midvale's Main Street which promote a sense of place, encourage increased walkability, provide additional amenities and attract both businesses and patrons to the area.

WHEREAS, the City owns the property generally described as the bulb-out located on the west side of the building at 7567 S Main St, Midvale, UT 84047 (the Property); and

WHEREAS, 4th Ave & Main LLC owns the property located at 7567 S Main St, Midvale, UT 84047; and

WHEREAS, 4th Ave & Main LLC would like to lease the property to provide additional seating and dining options for patron of Tres Gatos; and

WHEREAS, City desires to lease the property to 4th Ave & Main LLC as the City believes its intended use will provide desired streetscape elements along Midvale's Main Street.

WHEREAS, 4th Ave & Main LLC has requested the waiver of the annual rent for the duration of the executed lease agreement.

WHEREAS, Section 2 of the right of way lease agreement states that the city may at its discretion waive the required fee if a determination of an economic offset is established based on use; and

WHEREAS, the City has determined that the intended use provides an economic offset by fulfilling the City's goal of maintaining and furthering economic opportunities as well as enhancing the economic viability of Midvale City's Main Street area and therefore supports this request; and

NOW THEREFORE BE IT RESOLVED, by the City Council of Midvale City, Utah to hereby authorize the execution of a right of way lease agreement with 4th Ave & Main Street and waives the associated annual rent for the use of an existing bulb out located on the west side of the building at 7567 S Main St, Midvale, UT 84047.

This Resolution shall become effective immediately upon passage thereof.

APPROVED AND ADOPTED this 23rd day of August 2022



Marcus Stevenson

Marcus Stevenson

Mayor

Matt Dahl

Matt Dahl

City Manager

ATTEST:

Roxi L. Andreason

Roxi L. Andreason, MMC

City Recorder

Voting by the Council:

Bryant Brown

Paul Glover

Quinn Sperry

Heidi Robinson

Dustin Gettel

"Aye"

✓
✓
✓
✓
✓

"Nay"



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: August 23, 2022

Subject:

Discussion and action regarding the execution of a Right of Way Lease Agreement with 4th Ave & Main LLC and waiver of the associated annual rent for the use of an existing bulb out located on the west side of the building at 7567 S Main St, Midvale, UT 84047.

Submitted By:

Kate Andrus, Redevelopment Agency Program Manager

Summary:

City staff is actively working with property owners and developers along Midvale's Main Street to encourage the development and use of new and existing bulb-outs along the street as revitalization efforts begin to take place. The construction and use of these bulb-outs will provide a number of benefits to the street and will play an important role in its revival and create placemaking elements in the following ways:

- Improved safety by reducing motor vehicle speeds and emphasizing pedestrian crossing location.
- Improved streetscape at little to no expense by the city, as businesses will both landscape as well as maintain the utilized space, and as a result these improvements will provide the street with an added visual element that contributes to its overall character and sense of place.
- Increased attraction of desired retail and restaurant businesses to the area as the street begins to provide a much-needed supply of added space including outdoor dining options.
- Increased pedestrian and consumer traffic as the visibility of people along the streets will be boosted and as a result will establish the area as a place of interest that passersbys will want to visit.
- Increased social activities as these spaces provide additional community gathering spaces for residents and patrons of the area.

Over past the few months, city staff has been working with 4th Ave & Main LLC (Rick Service), the property owner of the building located at 7567 S Main St, , to develop a Right of Way Lease

Agreement which will allow for the use of an existing bulb-out to provide additional outdoor seating and dining options for patrons of Tres Gatos. This agreement has been reviewed by the city attorney. The key terms outlined in the agreement include:

- Annual rent for the use of the street for the deck or bulb out is nine hundred and ten (\$910.00) per parking space of a linear length of 20 feet. The City may at its discretion wave the required fee if a determination of an economic offset is established based on use.
- The lease for use of a permanent bulb-out shall be in effect for a period of ten (10) years. The tenant shall have the option to extend the lease for two (2) additional, five (5) year terms.
- Tenant shall not make any improvements to the Premises without first obtaining Midvale City's written consent. Any improvements approved by Midvale City shall be completed at Tenant's sole expense and removed at Tenant's sole expense upon expiration of this Agreement. No permanent alterations to the City's property are permitted unless approved by the City as part of an approved site plan.
- Tenant shall, at Tenant's sole expense, carry a policy of general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per combined single limit per occurrence and Three Million Dollars (\$3,000,000) per aggregate for personal injury, bodily injury and property damage. Midvale City shall be named as an additional insured by endorsement on each policy.

In addition, in accordance with Section 2 of the proposed Right of Way Lease Agreement, 4th Ave & Main LLC is requesting the waiver of the annual rent, which is allowed at the city's discretion if a determination of an economic offset is established based on the use. This request would waive the annual fee for the duration of the lease which is if executed would be for a period of 10 years with the option to extend the lease for 2 additional, 5 year terms.

City staff supports the execution of the agreement as well as the request to waive the annual fee as the intended use provides an economic offset by fulfilling the City's goal of maintaining and furthering economic opportunities as well as enhancing the economic viability of Midvale City's Main Street area in the following ways:

- Enables opportunities for restaurants on Main Street to be able to provide additional outdoor dining opportunities;
- Establishes new and creative opportunities to facilitate the Main Street experience for residents and visitors alike; and
- Provides preservation and enhancement of Midvale Main Street's character and the desire to strengthen the pedestrian experience along Main Street.

In addition, City staff does not believe that the City will incur a financial loss in waiving the annual rent, as the bulb-out is an existing structure along Main Street and in its current state does not provide parking value to the City.

Fiscal Impact:

Net benefit. City Staff believes that the annual rent of \$910 the City will forego in annual rent will be more than offset by the enhanced use of the space.

Staff Recommendation:

Suspend the rules and approve Resolution No. 2022-R-41 authorizing the execution of a Right of Way Lease Agreement with 4th Ave & Main Street and waives the associated annual rent for the use of an existing bulb out located on the west side of the building at 7567 S Main St, Midvale, UT 84047.

Recommended Motion:

“I move that we suspend the rules and approve adopt Resolution No. 2022-R-41 _authorizing the execution of a Right of Way Lease Agreement with 4th Ave & Main Street and waives the associated annual rent for the use of an existing bulb out located on the west side of the building at 7567 S Main St, Midvale, UT 84047.”

Attachments:

Resolution No. 2022-R-41
Right of Way Lease Agreement on Midvale’s Main Street
Aerial View of Bulb-out
Proposed Renderings of Bulb-out Improvements

**RIGHT OF WAY LEASE AGREEMENT
ON MIDVALE'S MAIN STREET**

This Right of Way Lease Agreement on Midvale's Main Street (the "Lease" or "Agreement") is made and executed this 9 day of August, 2022, by and between **MIDVALE CITY**, a Utah municipal corporation, (the "City", "Midvale City", or "Landlord"), and 4th Ave & Main LLC, a Utah Limited Liability Company (the "Tenant") located at 7567 So. Main St. Midvale City, Utah.

RECITALS

WHEREAS, the City wishes to enable opportunities for restaurants on Main Street to be able to provide additional outdoor dining opportunities; and

WHEREAS, the City's goals include the establishment of new and creative opportunities to facilitate the Main Street experience for residents and visitors a like ; and

WHEREAS, the City's goals include the preservation and enhancement of Midvale Main Street's character and the desire to strengthen the pedestrian experience along Main Street; and

WHEREAS, the City recognizes the desire of many visitors and residents to dine outdoors along historic Main Street; and

WHEREAS, the City's General Plan and Main Street Community Development Project Area Plan recommends utilizing design techniques to encourage slower traffic speeds and a more intimate pedestrian-oriented scale; and

WHEREAS, the City's goals include maintaining and furthering economic opportunities, as well as enhancing the economic viability of Midvale City's Main Street area.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

TERMS & CONDITIONS OF LEASE

1. **PROPERTY.** The property affected by this Lease is generally described as the street area, bulb outs, and sidewalk directly fronting Tenant's building located at 7567 So. Main St., which has a length of 30 feet, and more specifically described in site plan **Exhibit A**, attached hereto and incorporated herein by this reference, (the "Premises").

2. **RENT.** Annual rent for the use of the street for the deck or bulb out is nine hundred and ten (\$910.00) per parking space of a linear length of 20 feet. Tenant shall be solely responsible for payment of any and all costs associated with Tenant's performance under this Lease, including but not limited to additional business licensing fees, insurance, sales taxes and other expenses. The City may at its discretion wave the required fee if a determination of an economic offset is established based on use.
3. **TERM.** Unless otherwise delayed, suspended or terminated by Salt Lake County health order(s), the term of this Agreement shall commence on August 9, 2022, and shall terminate on August 1, 2032 ("Term") unless terminated earlier as provided herein. The lease for use of a permanent bulb out shall be in effect for a period of ten (10) years. The tenant shall have the option to extend the lease for two (2) additional, five (5) year terms. Additional term restrictions are attached hereto and incorporated herein by this reference in **Exhibit B** (Right of Way Use Guidelines). This Agreement may be terminated by Midvale City upon a finding of non-compliance with this Agreement or the attached operational restrictions.
4. **MAIN STREET IMPROVEMENTS.** If at any time the removal of amenities from a bulb out is required due to construction related to Main Street improvements, the City will give each affected business owner a minimum of two (2) weeks' notice. The City will not be responsible for any associated costs involving deck/bulb out removal/placement or potential lost revenue.
5. **USE OF PREMISES.** Tenant may use the Premises only for outdoor dining services in a manner consistent with applicable Salt Lake County health orders, Section 17-7-11. of the Midvale City Municipal Code and the terms of this Agreement. Additional operational restrictions, which must be complied with as part of the conditions of this Lease, are attached hereto and incorporated herein in **Exhibit B**. Midvale City makes no representations regarding the Premises and Tenant accepts the Premises "AS IS."
6. **IMPROVEMENTS TO THE PREMISES.** Tenant shall not make any improvements to the Premises without first obtaining Midvale City's written consent. Any improvements approved by Midvale City shall be completed at Tenant's sole expense and removed at Tenant's sole expense upon expiration of this Agreement. No permanent alterations to the City's property are permitted unless approved by the City as part of an approved site plan.
7. **SIGNS.** No signs shall be permitted on the Premises except as specifically approved by the Midvale City Municipal Corporation Planning Department pursuant to the Midvale Municipal Code.
8. **INSURANCE.** Tenant shall, at Tenant's sole expense, carry a policy of general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per combined single limit per occurrence and Three Million Dollars (\$3,000,000) per aggregate for personal injury, bodily injury and property damage. Midvale City shall be named as an additional insured by endorsement on each policy. Tenant's insurance is to be primary to Midvale

City's and Midvale City's insurance shall be non-contributory. A certificate of insurance naming Midvale City as an additional insured shall be provided to Midvale City on or before the Lease commencement. Insurance shall be maintained continuously during the term of the Lease and should any of the above-described policies be cancelled before the expiration date thereof, Tenant shall deliver notice to Midvale City within thirty (30) days of cancellation. Tenant may carry whatever other insurance Tenant deems appropriate. The parties agree that Tenant's sole remedy in the event of business interruptions, fire, windstorm, or other loss from hazard shall be its own insurance and Tenant will have no action against Midvale City. Midvale City is protected by the Utah Governmental Immunity Act, and nothing herein is intended to waive or limit the protection of the Act on behalf of either entity, but to the extent it is consistent with this intent, it is the purpose of this provision to protect Midvale City for liability or allegations arising out of the Tenant's use of the Premises.

9. **HOLD HARMLESS.** Tenant covenants and agrees to defend, indemnify, and hold Midvale City harmless from all claims, loss, damage, injury or liability (hereafter "Liability") resulting from Tenant's use and occupancy of the Premises to the full extent permitted by law and/or the Utah Governmental Immunity Act, including reasonable attorney's fees, but excluding any liability resulting from acts or omissions of Midvale City, its officers, employees or agents. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Utah Governmental Immunity Act (Utah Code Ann. Sections 63-30-1, et seq.), as amended. The obligations hereunder shall be determined under principles of tort law including, but not limited to, the Governmental Immunity Act. In case of an emergency including but not limited to a flood, storm drain, or utility, the structure may be removed or damaged by response teams at the cost of the Tenant.

Tenant shall indemnify, protect and hold the Landlord harmless from and defend (by counsel reasonably acceptable to Landlord) the Landlord against any and all claims, causes of action, liability, damage, loss or expense (including reasonable attorneys' fees and costs and court costs), statutory or otherwise arising out of or incurred in connection with (i) the use, operation, occupancy or existence of the Premises or the presence of visitors, or any other person, at the Premises during the Term, (ii) any activity, work or thing done or permitted or suffered by Tenant in or about the Premises, (iii) any acts, omissions or negligence of Tenant, any person claiming through Tenant, or the contractors, agents, employees, members of the public, invitees, or visitors of Tenant or any other such person ("Tenant Party" or "Tenant Parties"), (iv) any breach, violation or nonperformance by any Tenant Party of any provision of this Lease or of any law of any kind, or (v) except to the extent resulting from any negligence or intentional torts of Landlord.

10. **ASSIGNABILITY.** Tenant shall not assign or transfer any interest in this Agreement without the prior written consent of Midvale City. Any assignment or transfer without written approval is void. The City will not hold transfer of interest without reasonable cause and will provide reasonable transfer within a timely manner.

11. PROFESSIONAL PERFORMANCE. Tenant agrees to perform services under this Agreement at the highest professional standards, and to the satisfaction of Midvale City.
12. COUNTERPARTS. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
13. ELECTRONIC SIGNATURES. Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.
14. APPLICABLE LAW. This Agreement shall be governed by the laws of the state of Utah.
15. ENTIRE AGREEMENT. This Agreement constitutes the entire and only agreement between the parties, and it cannot be altered or amended except by written instrument, signed by both parties.

[Signature Page Follows]

Executed the day and year first above written.

Tenant:

4th Ave & Main LLC
a Utah corporation,
dba

By: Rick Service
Name Printed:

Title: mgr.

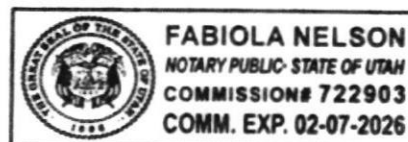
THE CITY REQUIRES THE TENANT TO COMPLETE EITHER THE NOTARY BLOCK OR THE UNSWORN DECLARATION, WHICH ARE BELOW.

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 9TH day of AUGUST, 2022, personally appeared before me RICK SERVICE, who being duly sworn, did say that he/she is the Owner of 4TH AVE & MAIN LLC, a Utah corporation, dba _____, and acknowledged to me that the preceding Agreement was signed on behalf of the company, and he/she acknowledged that the company did execute the same for its stated purpose.

Fabiola Nelson
Notary Public



MIDVALE CITY MUNICIPAL CORPORATION,
a Utah municipal corporation

DocuSigned by:
By: Marcus Stevenson
C946B48D6B064ED
Marcus Stevenson, Mayor



Attest:
DocuSigned by:
Rori Andreason
BE4B4C6D7EB947F
Rori Andreason City Recorder

Approved as to form:
DocuSigned by:
Lisa Garner
9375645E68E84C5
City Attorney's Office

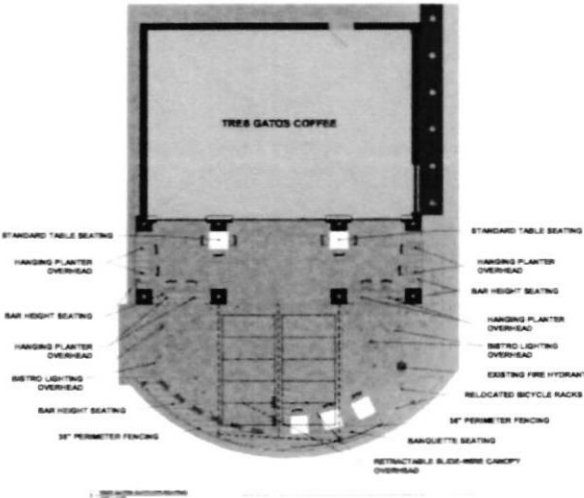
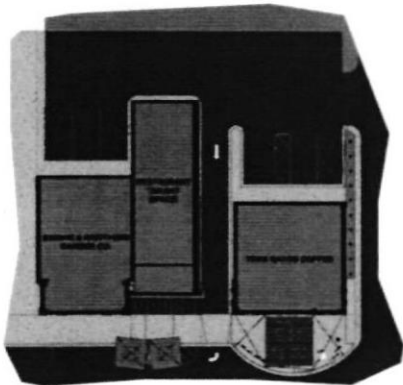
I declare under criminal penalty under the law of Utah that the foregoing is true and correct.
Signed on the ____ day of _____, _____, at _____ (insert State and
County here).

Printed name _____

Signature: _____

Exhibit A

7567 South Main Street
Bulb Out Dinning



MIDVALE MAIN STREET - RICK SERVICE

MAIN STREET
MIDVALE, UT 84047



002 - TREES GATOS COFFEE

Exhibit B

Right of Way Use Guidelines

The use of existing street areas, bulb-outs, and sidewalk may be allowed upon review and approval of a right-of-way use site plan and an executed lease agreement. The applicant must submit a site plan, including proposed use and operations, to be reviewed by the City Planner and City Engineer. Upon approval, the applicant must enter into a lease agreement with Midvale City. Ongoing monitoring will be provided to ensure compliance with these parameters. The lease may be revoked for failure to comply with the terms of the lease.

Required Submittals:

- **Site Plan** – This plan shall be drawn to scale and indicate: the applicant's building as it relates to the exact proximity of the existing right of way use area. The plan shall include accurate locations of proposed chairs, tables, umbrellas, planters, etc., and any other existing public improvements (light fixtures, fire department connections, parking meters, etc.). The site plan shall include the proposed use, including hours of operations.
- **Details/specifications sheets** – A specification/ detail sheet shall be submitted for each piece of equipment proposed with each site plan, including all tables, chairs, umbrellas, etc.

Design Standards:

1. **Size**. The use of an existing right of way use area shall be limited to the linear frontage of the building along Main Street. The encroachment of the proposed right of way use area into the street shall not exceed nine feet, three inches (9'-3") in width from the curb. With written permission of the adjacent property owner submitted to the City, the applicant may extend into the neighbor's street frontage.
2. **Unobstructed Passageway**. When in operation, an unobstructed passageway of five feet (5') shall be maintained within the sidewalk area at all times. This passageway must be free of obstructing the flow of pedestrian traffic. The five-foot (5') passageway is measured from any display, seating, or dining facility to the nearest obstruction affecting the flow of pedestrian traffic. Obstructions include; traffic signals, traffic signs, light poles, pedestrian curb cuts, parking meters, bus stops, garbage cans, benches, trees, grates, fire hydrants, displays, and seating or dining uses. Recesses in the building facade shall not be used to satisfy the clear path.
3. **Location/Proximity/Spacing**. The City reserves the right to reject any right-of-way use site plan, including but not limited to the following:
 - The plan is within the proximity of another right-of-way use agreement and created a concentrated parking issue along Main Street.
 - If the proposed right-of-way use area is for a restaurant that does not have direct access at street level.
 - If the proposed right of way use area is for a business with existing outdoor dining space, the expansion of such is deemed excessive.
 - If the plan is deemed detrimental to the health, safety, and welfare of the area proposed right-of-way use area creates too much private use of the public right-

of-way.

- The Building, Planning, and Engineering Departments will review each right-of-way use area's location, proximity, and spacing and the impacts of traffic and public safety concerns.
4. **Material**. All permanent rights-of-way use areas shall be constructed out of concrete and must comply with International Building Code requirements (including fire standards).
 5. **Height**. The maximum height of the right of way use area shall not exceed twenty-four inches (24") measured from existing grade to the base/floor of the structure at any given point. The layout may include a step to meet the maximum height allowed.
 6. **Barricades**. All barricades shall be installed directly to the concrete. Barrier materials should be sturdy, durable, and weather-resistant, and the design of the barrier fence should contribute to the streetscape and appeal to the pedestrian experience. Barrier height shall be no less than 24 inches and no more than 36 inches. All Barriers shall maintain a minimum of 50% transparency (openness) to provide visibility of street-level activity; solid fencing is discouraged. All Barriers shall also maintain ADA accessibility.
 7. **Advertising**. Additional signing or advertising beyond what is allowed by the Midvale City Municipal Code is prohibited.
 8. **Furniture**. All tables and chairs shall be metal, wood, or other comparable material. Plastic furniture shall not be allowed. The Planning Department must approve all furniture.
 9. **Umbrellas**. Umbrellas must be free-standing and are prohibited from extending beyond the right-of-way use area. In addition, any umbrellas shall be affixed permanently to the structure as required by the International Building Code requirements (including fire standards) and shall not create any public hazard.
 10. **Posts**. The installation of structural posts used for awnings and lighting is allowed but must be cemented permanently as posts into the ground.
 11. **Awnings**. Awnings are permitted but must comply with Midvale City Municipal Code.
 12. **Lighting**. Consider lighting needs for nighttime use and use pedestrian-scale lighting where needed.
 13. **Planters**. Any proposed landscaping or atmosphere pieces shall be reviewed with the site plan and shall not create any public hazard or unnecessary clutter. All plant materials must be maintained in a manner that ensures their viability.
 14. **Use**. The tenant may use the existing right of way use area for outdoor dining services consistent with applicable Salt Lake County health orders, Section 17-7-11, Midvale Municipal Code, and the terms of the lease agreement. For establishments that serve alcoholic beverages, the tenant must comply with all requirements outlined by the Utah State Department of Alcoholic Beverage Control.
 15. **Licensing**. The additional square footage of the existing right of way use area must be added to the existing licensed area for the business, with applicable use. The applicant shall also adhere to other applicable City and State licensing ordinances, including the Department of Alcoholic Beverage Control. It is the responsibility of the applicant to ensure that all licenses are properly

obtained and adhered to.

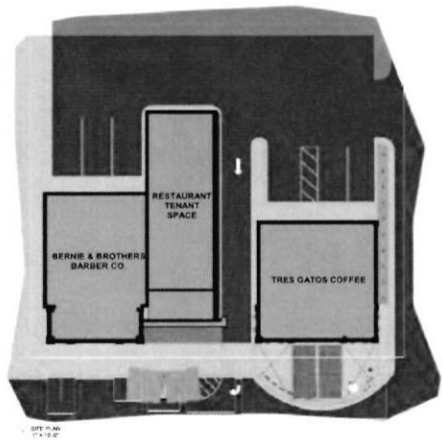
16. Health & Safety. The use of an existing right-of-way use shall not violate the Salt Lake County Health Code, Salt Lake County Health Orders, State of Utah Health Orders, the Fire Code, or the International Building Code.
17. Music. Music and noise are allowed but shall comply with Midvale City Municipal Code.
18. Maintenance. The existing right of way use area shall be clean and maintained in a neat and orderly fashion.
19. Removal. All amenities existing in the right-of-way use area must be removed entirely from the Right-of-Way before the termination of the lease agreement. If amenities from the right of way use area are not removed as required, the City will remove the structures at a cost to compensate for the employees and equipment needed to complete the task. Any permanent infrastructure remaining after the lease's termination will become the City's property.
20. Drainage. Design of the right of way use area and its skirting shall not interfere with the existing street drainage. The site plan shall be reviewed by the City Engineer for drainage and may be modified so as to not interfere with the existing drainage patterns of the street.
21. Utilities. The structures shall not hinder access to utilities. No right-of-way use areas will be approved if located in an area that blocks access to fire hydrants, etc. No new utility lines shall be installed due to the proposed use.
22. Insurance. The tenant shall carry a policy of general liability insurance in the amount of at least One Million Dollars (\$1,000,000) per combined single limit per occurrence and Three Million Dollars (\$3,000,000) per aggregate for personal injury, bodily injury, and property damage. Midvale City shall be named as an additional insured by endorsement on each policy.
23. Main Street Improvements. Due to the possible conflicts with scheduled Main Street improvements, the City may postpone approving leases until the construction schedule is finalized to determine appropriate dates.

If at any time the removal of amenities from a right of way use area is required due to construction related to Main Street improvements, the City will give each affected business owner a minimum of two (2) weeks' notice. The City will not be responsible for any associated costs involving deck/bulb out removal/placement or potential lost revenue.

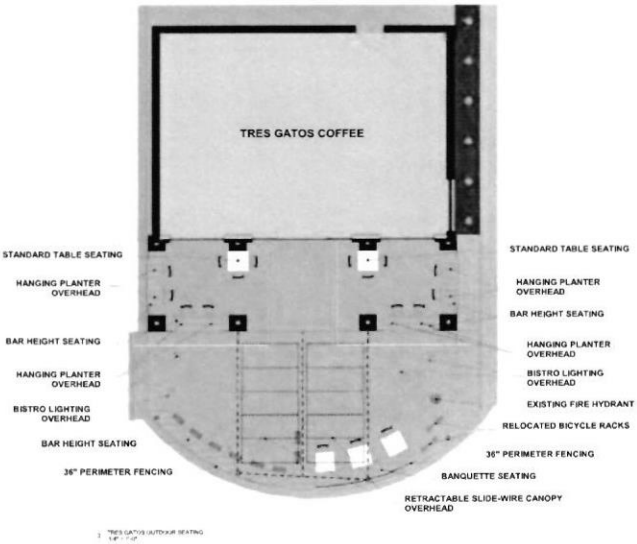
24. Violations. The right-of-way use area shall comply with all County and State Health Orders in addition to Municipal Codes. From the time that any Notice of Violation is given, the City may withhold permits for any alteration, repair, or construction, which pertains to any existing or new structures or signs on the property or any permits pertaining to the use and development of the real property or the structure where a violation is located. The City may withhold permits until the enforcement official has issued a Notice of Compliance. In addition, the City may withhold permits that are necessary to obtain a Notice of Compliance or that are necessary to correct serious health and safety violations.



7567 South Main Street
Bulb Out Dining



MIDVALE MAIN STREET - RICK SERVICE



MAIN STREET
MIDVALE, UT 84047

