



7505 S Holden Street
Midvale, UT 84047
801-567-7200
Midvale.Utah.gov

**REDEVELOPMENT AGENCY OF MIDVALE CITY
MEETING AGENDA
JULY 16, 2024**

PUBLIC NOTICE IS HEREBY GIVEN that the **Redevelopment Agency of Midvale City** will hold an electronic and in-person meeting on the **16th day of July 2024** as follows:

Electronic & In-Person City Council Meeting

This meeting will be held electronically and in-person. **Public comments may be submitted electronically to the Board consideration at www.Midvalecity.org/government/contact-us by 5:00pm on July 15th and will be included in the record.**

The meeting will be broadcast on the following: **You Tube: Midvale.Utah.gov/YouTube**

7:00 PM OR IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING

I. GENERAL BUSINESS

A. WELCOME AND ROLL CALL

II. PUBLIC COMMENTS

Any person wishing to comment on any item not otherwise scheduled for a public hearing on the agenda may address the Redevelopment Agency of Midvale City Board 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 Redevelopment Agency of Midvale City Board.** 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-hearing items. Items brought forward to the attention of the Redevelopment Agency of Midvale City will be turned over to staff to provide a response outside of the Redevelopment Agency meeting.

III. CONSENT AGENDA

A. Consider Minutes of June 18, 2024 ***[Rori Andreason, H.R. Director/City Recorder]***

IV. ACTION ITEMS

A. Consider **Resolution No. 2024-17RDA** Approving an Agreement between the Redevelopment Agency of Midvale City and Pynes Family Holdings, LLC. Subordinating the Deed of Trust held by the Redevelopment Agency of Midvale City in favor of a Deed of Trust held by First Utah Bank to facilitate the development of Cactus Tropicals at 7696 S. Main, Midvale, Utah 84047 - ***[Kate Andrus, RDA Program Manager]***

B. Consider **Resolution No. 2024-18RDA** Authorizing the Chief Administrative Officer to Execute a Second Amendment to the Interlocal Cooperation Agreement between the Redevelopment Agency of Midvale City and Salt Lake County Regarding the Main Street Festival Lighting Project – ***[Kate Andrus, RDA Program Manager]***

V. CLOSED SESSION TO DISCUSS THE PURCHASE, EXCHANGE, OR LEASE OF REAL PROPERTY

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

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

VI. ADJOURN

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

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

DATE POSTED: JULY 11, 2024

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

REDEVELOPMENT AGENCY MEETING

Minutes

Tuesday June 18, 2024



Council Chambers
7505 S Holden Street
Midvale, Utah 84047

CHAIR: Marcus Stevenson

BOARD MEMBERS: Board Member Paul Glover - Excused
Board Member Bonnie Billings
Board Member Dustin Gettel
Board Member Bryant Brown
Board Member Heidi Robinson

STAFF: Matt Dahl, City Manager; Nate Rockwood, Assistant City Manager; Rori Andreason, City Recorder; Aaron McKnight, Deputy City Attorney; Mariah Hill, Administrative Services Director; Adam Olsen, Community Development Director; Laura Magness, Communications Director; Glen Kennedy, Public Works Director; Kate Andrus, RDA Program Manager; Cody Hill, Economic Development Director; Wendelin Knobloch, Planning Director; Chief Randy Thomas, UPD; and Matt Pierce, IT Director.

Chair Stevenson called the meeting to order at 9:11 p.m.

I. GENERAL BUSINESS

A. Roll Call - Board Members Dustin Gettel, Bonnie Billings, Bryant Brown, and Heidi Robinson were present at roll call. Board Member Paul Glover was excused.

II. PUBLIC COMMENTS

There was no one who desired to speak.

III. CONSENT AGENDA

A. CONSIDER MINUTES OF May 7, 2024 and May 21, 2024

MOTION: Board Member Dustin Gettel **MOVED** to approve the consent agenda. The motion was **SECONDED** by Board Member Heidi Robinson. Chair Stevenson called for discussion on the motion. There being none he called for a roll call vote. The voting was as follows:

Board Member Bryant Brown **Aye**
Board Member Dustin Gettel **Aye**
Board Member Paul Glover **Absent**
Board Member Bonnie Billings **Aye**
Board Member Heidi Robinson **Aye**

The motion passed unanimously.

IV. ACTION ITEM

A. CONSIDER RESOLUTION NO. 2024-16RDA AUTHORIZING THE CHIEF ADMINISTRATIVE OFFICER TO ENTER INTO AN AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF MIDVALE CITY AND MOUNTAIN STATES LIGHTING LLC FOR THE DESIGN AND CONSTRUCTION OF FESTIVAL LIGHTING ON MIDVALE MAIN

Kate Andrus said in March 2023, the Redevelopment Agency of Midvale City (RDA) received grant funding for festival lighting along Midvale Main through the Salt Lake County Tourism, Recreation, Culture and Convention (TRCC) Support Program. However, the originally contracted company, Le Monde Studios Inc., breached their agreement and could not complete the project.

The RDA then initiated an RFP process, resulting in the selection of Mountain States Lighting, a qualified firm with experience in both festival and street lighting. Mountain States Lighting not only possesses the expertise to complete the festival lighting project, but can also replace outdated streetlights along Midvale Main concurrently.

Key Terms of the Agreement with Mountain States Lighting:

- The design phase will be completed at no cost to the RDA. In exchange, the RDA agrees to purchase materials and products manufactured by Mountain States Lighting at agreed-upon prices.
- Mountain States Lighting will develop a lighting design plan for approval by the RDA. Upon approval, a formal amendment to the agreement outlining the project details will be executed.
- A fixed contract sum will be established before finalizing the design-build amendment. Mountain States Lighting cannot exceed this agreed-upon cost, which includes all materials, labor, and services for both the festival and street lighting.
- Mountain States Lighting will be solely responsible for construction methods, schedules, and quality control checks throughout the project.
- All work must be completed, and all project funds expended by December 31, 2024.
- Mountain States Lighting will receive progress payments based on project completion, not exceeding the agreed-upon contract sum.
- All work will comply with applicable laws and regulations.
- Mountain States Lighting warrants the quality of all materials and equipment used in the project.

FISCAL IMPACT:

The Design Build amendment will outline the final project cost, which will be presented to the RDA board for approval. The TRCC Support Program is contributing \$200,000 as a reimbursement grant towards this project. To date, the Redevelopment Agency of Midvale City has set aside \$187,700 within the Main Street CDA budget to fund this project. If

required, additional funding for the festival and streetlights will come from the RDA Budget and the Street Lights Fund.



Redevelopment Agency of Midvale City

Festival Lighting Design Build Agreement with Mountain States Lighting

Summary

- In March 2023, the Redevelopment Agency of Midvale City (RDA) received grant funding for festival lighting along Midvale Main through the (TRCC) Support Program.
- The originally contracted company, Le Monde Studios Inc., breached our agreement and could not complete the project.
- The RDA initiated an RFP process, resulting in the selection of Mountain States Lighting.
- Mountain States Lighting demonstrated the expertise needed to complete the festival lighting project AND replace the outdated and mismatched streetlights along Midvale Main.



Timeline

Design Process

- Currently taking place
- Final design due end of June
- Design Build Amendment approving the cost and complete design to be brought before RDA Board in July

Construction Begins

- Production of material to take place as soon plans are approved
- Road cuts and electrical work to begin in August
- Installation of new streetlights, catenary lights, and projection lights begin mid October

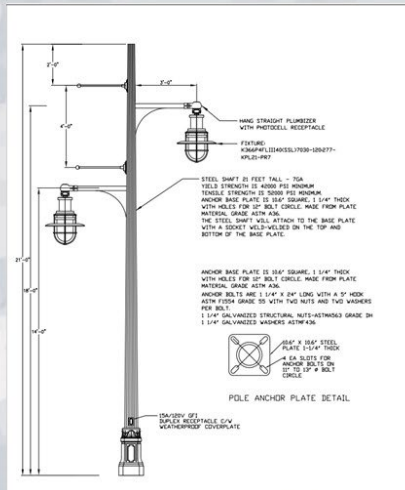
Project Complete

- Installation of lights will be completed by mid-November
- Removal of old streetlights to take place after the complete installation of new lights.

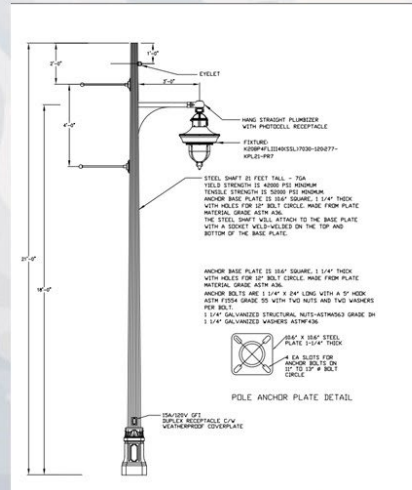
Streetlight Design

not final

New Town

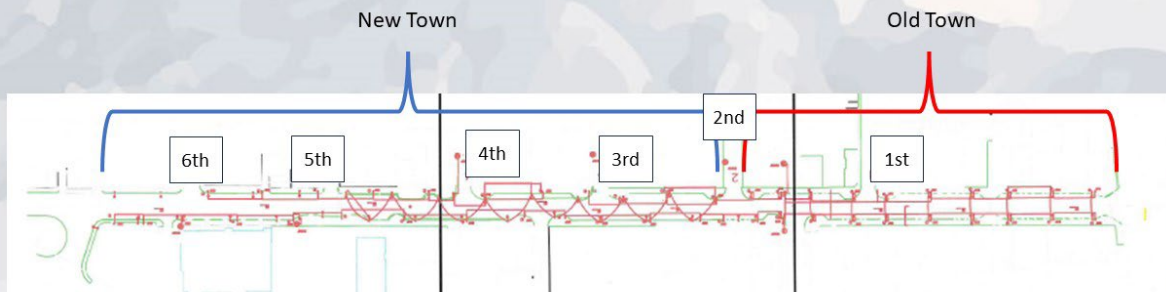


Old Town



Catenary Light Design

not final



Key Terms

- The design phase will be completed at no cost to the RDA. In exchange, the RDA agrees to purchase materials and products manufactured by Mountain States Lighting at agreed-upon prices.
- Mountain States Lighting will develop a lighting design plan for the RDA's approval. Upon approval, a formal amendment to the agreement outlining the project details will be executed.
- A fixed contract sum will be established before finalizing the design-build amendment. Mountain States Lighting cannot exceed this agreed-upon cost, which includes all materials, labor, and services for both the festival and street lighting.
- Mountain States Lighting will be solely responsible for construction methods, schedules, and quality control checks throughout the project.
- All work must be completed, and all project funds expended by December 31, 2024.
- Mountain States Lighting will receive progress payments based on project completion, not exceeding the agreed-upon contract sum.
- All work will comply with applicable laws and regulations.
- Mountain States Lighting warrants the quality of all materials and equipment used in the project.

Fiscal Impact

The Design Build Amendment will outline the final project cost, which will be presented to the RDA Board for approval. The TRCC Support Program is contributing \$200,000 as a reimbursement grant towards this project. To date, the Redevelopment Agency of Midvale City has set aside \$187,700 within the Main Street CDA budget to fund this project. If required, additional funding for the festival and streetlights will come from the RDA Budget and the Streetlights Fund.

Board Member Heidi Robinson asked what will happen with the timeline if there are weather delays.

Kate Andrus said that Mountain States Lighting LLC works with the county streetlights, so they have experience working around weather concerns.

Board Member Bryant Brown said he liked the use of the flags and would like to see something like an arch welcoming the community to Midvale Main.

Kate Andrus said that an arch was part of the initial design recommendation.

Chair Marcus Stevenson asked if plugs are included on the poles and can speakers be added.

Kate Andrus said yes to adding plugs and speakers.

MOTION: Board Member Heidi Robinson **MOVED** to suspend the rules and pass Resolution No. 2024-16RDA Authorizing the Chief Administrative Officer to Enter into an Agreement between the Redevelopment Agency of Midvale City and Mountain States Lighting LLC for the Design and Construction of Festival Lighting on Midvale Main. The motion was **SECONDED** by Board Member Bryant Brown. Chair Stevenson called for discussion on the motion. There being none he called for a roll call vote. The voting was as follows:

Board Member Bryant Brown Aye
Board Member Dustin Gettel Aye
Board Member Paul Glover Absent
Board Member Bonnie Billings Aye
Board Member Heidi Robinson Aye

The motion passed unanimously.

V. ADJOURN

MOTION: Board Member Dustin Gettel MOVED to adjourn the meeting. The motion was SECONDED by Board Member Heidi Robinson. Chair Stevenson called for discussion on the motion. There being none he called for a vote. The motion passed unanimously.

The meeting adjourned at 9:22 p.m.

Rori L. Andreason, MMC
City Recorder

Approved this 16th day of July, 2024.



REDEVELOPMENT AGENCY OF MIDVALE CITY SUMMARY REPORT

July 16, 2024

ITEM TYPE: Action

SUBJECT: Consider **Resolution No. 2024-17RDA** approving an Agreement between the Redevelopment Agency of Midvale City and Pynes Family Holdings, L.L.C. Subordinating the Deed of Trust held by the Redevelopment Agency of Midvale City in favor of a Deed of Trust held by First Utah Bank to facilitate the development of Cactus and Topicals at 7696 S Main, Midvale, Utah 84047.

SUBMITTED BY: Kate Andrus, Redevelopment Agency Program Manager

SUMMARY:

On February 6, 2024, the Redevelopment Agency of Midvale City ("Agency") approved a term sheet for a business loan agreement with Pynes Family Holdings L.L.C. ("Cactus & Tropicals LLC").

The loan agreement was subsequently signed and closed on June 3, 2024, with a deed of trust placed on the collateral property located at 2735 South 2000 East, Salt Lake City, UT 84109 ("Collateral Property").

Pynes Family Holdings, which owns Cactus & Tropicals LLC, currently holds a \$250,000 line of credit with First Utah Bank secured by the same collateral property. They wish to increase this line of credit by an additional \$250,000 to further finance the new Midvale location.

First Utah Bank contacted the Agency to confirm they would increase their credit deed of trust by \$250,000 which would also be secured by the Collateral Property. However, Section 13 of the executed loan agreement states:

13. **Negative Covenants of Borrower.** Borrower covenants and agrees that, from the date hereof until payment in full of the Loan, unless Agency otherwise consents in writing, it will not enter into any agreement or other commitment the performance of which would constitute a breach of any of the covenants contained in this Agreement or the Loan Documents, including, but not limited to, the following covenants: 13.1 Encumber the Collateral.

Therefore, in order for Cactus & Tropicals LLC to increase their line of credit with First Utah Bank, the Agency must first provide written consent, because it would further encumber the Collateral Property.

Agency staff is comfortable allowing First Utah Bank to further encumber the Collateral Property with the proposed increase in Cactus & Tropicals LLC's line of credit. This decision is based on the significant amount of equity held in the Collateral Property. Their current loan to value ratio ("LTV") is only 28%. The LTV could only increase to 48%, if Cactus & Tropicals LLC draws all \$500,000

from their lines of credit. To allow the increase in the line of credit, the Agency will need to sign a Subordination agreement.

Fiscal Impact:

This agreement does not affect the original loan amount of \$250,000 provided by the Agency. The Agency's priority for repayment in case of default would be subordinate to First Utah Bank's increased line of credit. However, a recent evaluation of the Collateral Property has demonstrated that there is more than enough equity to pay the current debt lien against the property, including the increase of \$250,000 to an existing line of credit. If Cactus & Tropicals LLC draws on the \$500,000 line of credit, their LTV would only be 48%.

Recommended Motion:

“I move that we suspend the rules and pass Resolution No. 2024-17RDA approving an Agreement between the Redevelopment Agency of Midvale City and Pynes Family Holdings, L.L.C. Subordinating the Deed of Trust held by the Redevelopment Agency of Midvale City in favor of a Deed of Trust held by First Utah Bank to facilitate the development of Cactus and Topicals at 7696 S Main, Midvale, Utah 84047.”

* It is necessary to suspend the rules because the additional funds provided by First Utah Bank are needed to continue the tenant improvements for Cactus and Tropicals LLC to open on time.

Attachments:

Resolution 2024-17RDA
Subordination Agreement

THE REDEVELOPMENT AGENCY OF MIDVALE CITY

RESOLUTION NO. 2024-17RDA

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF MIDVALE CITY AND PYNES FAMILY HOLDINGS, L.L.C. SUBORDINATING THE DEED OF TRUST HELD BY THE REDEVELOPMENT AGENCY OF MIDVALE CITY IN FAVOR OF A DEED OF TRUST HELD BY FIRST UTAH BANK TO FACILITATE THE DEVELOPMENT OF CACTUS AND TOPICALS AT 7696 S MAIN, MIDVALE, UTAH 84047

WHEREAS, the Redevelopment Agency of Midvale City (“Agency”) was created to transact the business and exercise the powers provided for in the Utah Redevelopment Agencies Act; and

WHEREAS, on November 17, 2015, the Agency adopted Resolution 2015-13RDA approving the CDA Project Area Plan for the Midvale Main Street CDA Project Area; and

WHEREAS, on September 7, 2021, the Agency adopted Resolution 2022-17RDA, approving the Midvale Main Business Loan Program (the “Program”); and

WHEREAS, on January 16, 2024, the Agency adopted Resolution 2024-01RDA, approving Amendments to the Midvale Main Business Loan Program; and

WHEREAS, the Program seeks to incentivize desired businesses and business improvements through low-interest loans to activate and revitalize Midvale’s Main Street area; and

WHEREAS, on February 6, 2024 the Agency adopted Resolution No. 2024-04RDA, approving a business loan of \$250,000 to Cactus & Tropicals LLC ("Borrower") ; and

WHEREAS, the Loan Agreement is currently secured by a third-lien position on the collateral property located at 2735 South 2000 East, Salt Lake City, UT 84109; and

WHEREAS, the Borrower currently holds a \$250,000 line of credit with First Utah Bank ("Bank") secured by the same property; and

WHEREAS, the Bank seeks to increase the line of credit by an additional \$250,000; and

WHEREAS, such an increase would require the Agency to subordinate its lien position to the fourth position in favor of the Bank's increased line of credit; and

WHEREAS, Agency staff has determined that the property's equity is sufficient to accommodate both liens; and

WHEREAS, Redevelopment Agency staff and the Agency’s Board have reviewed the subordination agreement and find it acceptable.

NOW THEREFORE BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF MIDVALE CITY, that the Board of Directors does hereby authorize the Chief Administrative Officer and Executive Director to execute the attached agreement subordinating the deed of trust held by the Redevelopment Agency of Midvale City in favor of a deed of trust held by First Utah Bank.

Passed and Adopted by the Board of Directors of the Redevelopment Agency of Midvale City, State of Utah, this _____ day of July, 2024.

Marcus Stevenson,
Chief Administrative Officer

Matt Dahl
Executive Director

ATTEST:

Rori L. Andreason, MMC
Secretary

Voting by the Board: “Aye” “Nay”

Bonnie Billings	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Dustin Gettel	_____	_____

WHEN RECORDED, RETURN TO:
First Utah Bank
3826 South 2300 East
Salt Lake City, Utah 84109

Order No. **5-115522**

SUBORDINATION AGREEMENT

NOTICE: THIS AGREEMENT RESULTS IN THE PRIORITY OF THE LIEN YOU NOW HOLD BEING PLACED IN AN INFERIOR POSITION TO A NEW LOAN BEING OBTAINED BY YOUR BORROWER ON THE LAND SECURING YOUR LOAN.

On this _____ day of June 2024, by Pynes Family Holdings, L.L.C., a Utah limited liability company (Hereinafter referred to as the Borrower) and Redevelopment Agency of Midvale (Hereinafter referred to as the Lender), in favor of First Utah Bank ("New Lender"), have agreed as follows:

WITNESSETH:

Whereas, the Borrower is the owner of the following described real property ("Land"), situated in the County of **Salt Lake**, State of Utah, To-Wit:

Lots 1 through 5, Block A, Johnson Subdivision, together with the West 25 feet of Lot 7, Block A, Johnson Subdivision, according to the official plat thereof, on file in the Salt Lake County Recorder's Office.

Parcel No.: 16-22-354-022

Whereas, the Borrower has entered into a mortgage or deed of trust which is described as follows:

TRUST DEED TO BE SUBORDINATED

Trustor/Mortgagor: : Pynes Family Holdings, LLC, a Utah limited liability company
Trustee : Meridian Title Company
Beneficiary/Mortgagee : Redevelopment Agency of Midvale City
Dated : June 3, 2024
Recorded : June 4, 2024
Entry No. : 14248130
Book/Page : 11495/7641

Whereas, the Lender is currently the holder of an interest in fourth lien position, in the Land and the said loan is not in default;

Whereas, the Borrower has contracted with New Lender to provide additional financing which requires security in the Land described herein for which the New lender requires itself to be in a first lien position on the said Land;

Whereas, the Lender has read and approved the terms and provisions of the new promissory note and the trust deed or mortgage, although the Lender assumes no responsibility for such loans;

Now Therefore, be it known, that for and in consideration of one dollar paid by the Borrower to the Lender, receipt of which is hereby confessed, and the mutual benefits to be received, it is agreed that:

1. The lien of the mortgage or deed of trust now held by the Lender be subordinated and held to be inferior to the lien of the mortgage or deed of trust being executed by the Borrower in favor of First

Utah Bank (known or referred to herein as the “New Lender”), which loan shall not be for an amount in excess of \$500,000.00, wherein the New Lender’s Modification Agreement - Deed of Trust to be superior to Lender’s deed of trust is described as follows:

SUPERIOR FIRST UTAH BANK MODIFICATION AGREEMENT - DEED OF TRUST

Trustor/Mortgagor: : Pynes Family Holdings, L.L.C., a Utah limited liability company
Trustee : First Utah Bank
Beneficiary/Mortgagee : First Utah Bank
Dated : June 18, 2024
Recorded : _____
Entry No. : _____
Book/Page : _____

2. That this act of subordination refers only to the New Lender’s Modification Agreement - Deed of Trust referred to herein and does not in any fashion constitute a subordination to any other instrument or interest.
3. The Borrower acknowledges that the lien held by the Lender remains a valid lien in such subordinated position behind and inferior to the New Lender’s loan.

In Witness Whereof, the parties have caused the instrument to be executed on the date first written.

Redevelopment Agency of Midvale City

By:
Its:

State of Utah)
) SS.
County of Salt Lake)

The foregoing instrument was acknowledged before me this _____ day of June 2024
by _____
the _____ of Redevelopment Agency of Midvale City

Notary Public
Residing At:
My Commission Expires:



REDEVELOPMENT AGENCY OF MIDVALE CITY SUMMARY REPORT

July 16, 2024

ITEM TYPE: Action

SUBJECT: Consider **Resolution No. 2024-18RDA** authorizing the Chief Administrative Officer to execute a second amendment to the Interlocal Cooperation Agreement between the Redevelopment Agency of Midvale City and Salt Lake County regarding the Main Street Festival Lighting Project.

SUBMITTED BY: Kate Andrus, RDA Program Manager

SUMMARY:

In March 2023, the Redevelopment Agency of Midvale City (RDA) received grant funding for festival season lighting along Midvale Main through the Salt Lake County Tourism, Recreation, Culture and Convention (TRCC) Support Program.

On February 6, 2024, the RDA executed an amendment extending the grant deadline from March 31, 2024, to September 30, 2024.

The originally contracted company, Le Monde Studios Inc., breached their agreement and could not complete the project, causing a delay. Fortunately, RDA staff secured Mountain States Lighting to complete the project, and construction will begin shortly.

Agency staff has been working with Salt Lake County to obtain an extension of the grant deadline. We are now bringing a second amendment to the original grant agreement before the Board, which will extend the grant completion date to December 31, 2024.

FISCAL IMPACT:

The TRCC Support Program is providing \$200,000 as a reimbursement grant. This grant requires matching funds in the amount of \$187,700, which will be funded by the Main Street CDA budget.

RECOMMENDED MOTION:

“I move that we suspend the rules and pass Resolution No. 2024-18RDA authorizing the Chief Administrative Officer to execute a second amendment to the Interlocal Cooperation Agreement between the Redevelopment Agency of Midvale City and Salt Lake County regarding the Main Street Festival Lighting Project.”

* It is necessary to suspend the rules, because the project is behind schedule due to needing to find a new contractor and we would like to ensure that the 2nd Amendment is executed as soon as possible to ensure the RDA can complete the Main Street Festival Lighting Project before the grant deadline.

Attachments:

Resolution No. 2024-18RDA

Amendment No. 2 to the Agreement Between Salt Lake County and Redevelopment Agency of Midvale City

THE REDEVELOPMENT AGENCY OF MIDVALE CITY

RESOLUTION NO. 2024-18RDA

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF MIDVALE CITY AND SALT LAKE COUNTY

WHEREAS, the Redevelopment Agency of Midvale City (“Agency”) was created to transact the business and exercise the powers provided for in the Utah Redevelopment Agencies Act; and

WHEREAS, on November 17, 2015, the Agency adopted Resolution 2015-13RDA approving the CDA Project Area Plan for the Midvale Main Street CDA Project Area; and

WHEREAS, on October 6, 2020, the Agency adopted Resolution 2020-11RDA, adopting the Main Street Community Development Area Budget; and

WHEREAS, The Redevelopment Agency of Midvale City (the “Agency”) seeks to transform Midvale’s Main Street and establish it as a much-needed public space that plays a vital role in the economic and social lives of the surrounding community; and

WHEREAS, the Agency received grant funding for festival lighting along Midvale Main through the Salt Lake County Tourism, Recreation, Culture and Convention (TRCC) Support Program in March 2023; and

WHEREAS, an initial amendment to the original grant agreement was executed on February 6, 2024, extending the deadline from March 31, 2024 to September 30, 2024; and

WHEREAS, due to unforeseen circumstances, a second amendment is necessary; and

WHEREAS, Salt Lake County has prepared a Second Amendment to the Agreement extending the grant deadline to December 31, 2024.

NOW THEREFORE BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF MIDVALE CITY, that the Board of Directors does hereby authorizes the Chief Administrative Officer and Executive Director to execute the attached second amendment to the Interlocal Agreement regarding the TRCC Support Program, between the Redevelopment Agency of Midvale City and Salt Lake County

Passed and Adopted by the Board of Directors of the Redevelopment Agency of Midvale City, State of Utah, this _____ day of July, 2024.

Marcus Stevenson,
Chief Administrative Officer

Matt Dahl
Executive Director

ATTEST:

Rori L. Andreason, MMC
Secretary

Voting by the Board: “Aye” “Nay”

Bonnie Billings	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Dustin Gettel	_____	_____

AMENDMENT NO. 2

To the

AGREEMENT BETWEEN

SALT LAKE COUNTY

AND

REDEVELOPMENT AGENCY OF MIDVALE CITY

THIS AMENDMENT NO.2 to Salt Lake County Contract #0000003492 is effective as of _____ day of _____, 2024, by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of the Department of Community Services ("County") and **REDEVELOPMENT AGENCY OF MIDVALE CITY**, a public agency established by resolution of the Midvale City Council ("RDA"). County and RDA may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

- A. On or about May 18, 2023, the Parties entered into Salt Lake County Contract # 0000003492 (the "Agreement");
- B. On or about February 22, 2024, the Parties entered into Amendment 1 to extend the expenditure deadline and reporting deadlines.
- C. The Parties now wish to amend the Agreement again to extend the expenditure deadline and reporting deadlines.

AMENDMENT

The Parties agree to amend the Agreement as follows:

- 1. The paragraph 2, is deleted and replaced as follows:
- 2. **RDA'S OBLIGATIONS AND REPRESENTATIONS.**

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

B. Allowable Uses and Limitation on Use.

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

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

C. Project Completion Deadline. Recipient shall complete the project scope as outlined in RDA's TRCC Application hereto as EXHIBIT A by **December 31, 2024**. Any scope change for the project must be requested and approved by the TRCC advisory board before the work is completed.

D. Match Requirement. If RDA's TRCC Application attached hereto as **EXHIBIT A** and/or budget attached as **EXHIBIT B** indicate that RDA will make a matching contribution toward the purpose for which TRCC Funds will be used by RDA under this Agreement, RDA shall make the matching contribution so indicated in the amount specified in RDA's Application. If RDA fails to make and expend such a matching contribution prior to **December 31, 2024**, the County may require repayment of TRCC Funds from RDA for noncompliance with this provision.

E. Reimbursement Deadline. RDA shall furnish to County the TRCC Reimbursement Form, which can be found at <https://slco.org/community-services/trcc-support-program/>, together with such invoices or other supporting documentation as County may reasonably require. All requests for reimbursement under this Agreement shall be made on or before **March 31, 2025**. Additionally, if it is later determined that RDA used any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, RDA shall immediately pay to the County an amount equal to the amount of TRCC Funds spent for purposes other than those identified in Paragraph 2B.

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

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

H. Public Funds and Public Monies:

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

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

RDA agrees not to make TRCC Funds or proceeds from such funds available to any public officer or employee or in violation of the Public Officers' and Employees' Ethics Act, Utah Code Ann. §§ 67-16-1, *et seq.* (1953, as amended).

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

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

K. Representations.

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

Agreement.

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

2. All Parts, Paragraphs, Attachments and other provisions of the Agreement shall be the same and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2, the day and year first above written.

[Signature Pages to Follow]

SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2024

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Robin Chalhoub
Department Director

Dated: _____, 2024

Reviewed and Advised as to Form and Legality:

By _____
Senior Deputy District Attorney

[Signatures continue on next page.]

SIGNATURE PAGE FOR THE RDA

**REDEVELOPMENT AGENCY OF MIDVALE
CITY**

By _____

Name: _____

Title: _____

Dated: _____, 2024