



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

**REDEVELOPMENT AGENCY OF MIDVALE CITY
MEETING AGENDA
SEPTEMBER 3, 2024**

PUBLIC NOTICE IS HEREBY GIVEN that the **Redevelopment Agency of Midvale City** will hold an electronic and in-person meeting on the **3rd day of September 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 September 2nd.**

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 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 issues not scheduled for public hearing. 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 August 6, 2024 - **[Rori Andreason, HR Director/City Recorder]**

IV. ACTION ITEM

A. Consider **Resolution No. 2024-23RDA** Authorizing the Chief Administrative Officer to Execute the Art House Exterior Improvement Construction Access and Transfer Agreement with Midvale City. – **[Cody Hill, Economic Development Manager]**

V. POSSIBLE CLOSED SESSION

The Board 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;

Redevelopment Agency Board Meeting

September 3, 2024

- 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' 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 Midvale.Utah.gov and the State Public Notice Website at <http://pmn.utah.gov>. Board Members may participate in the meeting via electronic communications. Board Members' participation via electronic communication will be broadcast and amplified so other Board Members and all other persons present in the Council Chambers will be able to hear or see the communication.

DATE POSTED: AUGUST 29, 2024

RORI L. ANDREASON, MMC
City Recorder

REDEVELOPMENT AGENCY MEETING

Minutes

Tuesday August 6, 2024



**Council Chambers
7505 S Holden Street
Midvale, Utah 84047**

CHAIR: Marcus Stevenson

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

STAFF: Nate Rockwood, Assistant City Manager; Rori Andreason, City Recorder; Garrett Wilcox, City Attorney; Mariah Hill, Administrative Services Director; Adam Olsen, Community Development Director; Laura Magness, Communications Director; Meggie Troili, RDA Project Manager; Cody Hill, Economic Development Director; Wendelin Knobloch, Planning Director; Chief Randy Thomas, UPD; and Juan Rosario, Systems Administrator.

Chair Stevenson called the meeting to order at 6:05 p.m.

I. GENERAL BUSINESS

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

II. PUBLIC COMMENTS

Shae Spray said she has spoken to Board Member Gettel a few times about the City creating a fenced dog park. A fenced in dog park that is accessible to the residents of Midvale is desperately needed. She said she has a service dog she takes off leash at the park to train, and she runs into problems with bystanders. She said she is currently battling with other cities over this same issue. She is also requesting speed bumps on 7th Avenue. She lives on that road and cars are going 30 miles per hour down the street. She has submitted an application for speed bumps but has heard nothing back. When she spoke to the City, she was told once the apartments are built and the food truck plaza is done, the City will look at that issue. She said safety for citizens and kids should be the priority, not construction. She also reported that on 8000 South 480 East there are no school zone signs or lights for the second crosswalk. She spoke to Roland and was told the city would look at it. She said a lot of cars don't slow down because they don't know that the area is a school zone. She said she appreciates the murals and how they add to the City.

Chair Stevenson informed Ms. Spray about the dog park on Adams Street in Midvale.

III. CONSENT AGENDA

A. CONSIDER MINUTES OF July 16, 2024

MOTION: Board Member Paul Glover **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 **Aye**
Board Member Bonnie Billings **Absent**
Board Member Heidi Robinson **Aye**

The motion passed unanimously.

IV. PUBLIC HEARING

A. CONSIDER AMENDING THE FISCAL YEAR 2025 BUDGET FOR THE MAIN STREET PROJECT AREA FUND AND CITY-WIDE HOUSING FUND.

Cody Hill said staff proposes amendments to the fiscal year 2025 budget for Redevelopment Agency Funds, the Main Street Project Area Fund and City-Wide Housing Fund

Main Street Project Area Fund

Expense Budget Adjustment: \$61,763 – Per the Second Amendment to the Purchase Agreement between the Agency and The Court Partners, LLC. (“Developer”), executed on April 16, 2024, the Agency will reimburse Developer for expenses related to the development of a bulb-out on the west side of their development located at 7555 S. Main. Although this expense was approved in the Second Amendment to the Purchase Agreement, funds were not appropriated in the FY2025 budget to cover the expense. This expense increase would be added to a new account “Developer Reimbursement” within the fund.

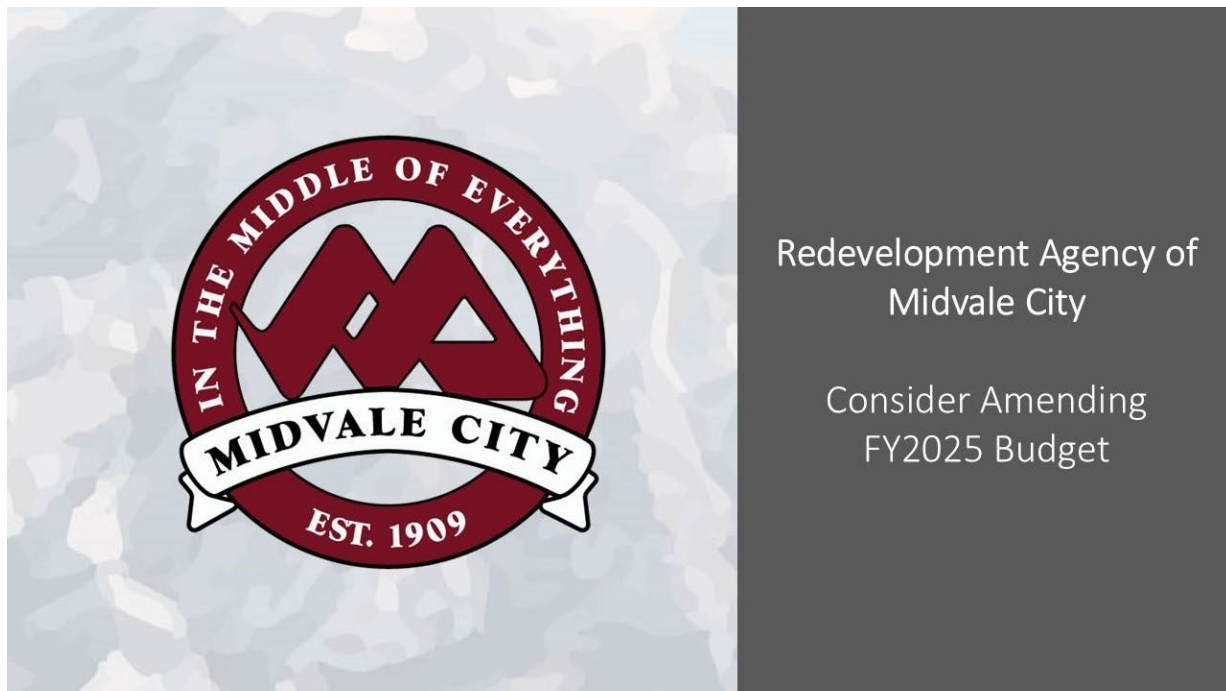
City-Wide Housing Fund

Expense Budget Adjustment: \$2,500,000 – Staff requests this amount be added to the Affordable Housing Incentives expense account. The Agency recently received an Upper-floor Housing Initiative application. The applicant requested more funds to support their project and their proposed affordable housing offering than currently budgeted in the account. If adopted, the account’s expense will increase from \$4,000,000 to \$6,500,000.

FISCAL IMPACT:

Both Funds have sufficient fund balances to accommodate the increases in expenditure. The bulb-out increases the aesthetic and charm of Main Street and will support activating and improving the area. The increased expense in affordable housing will increase the affordable housing availability within the Main Street area and reduce the fund’s fund

balance, which the Agency must do to remain compliant with newly adopted state requirements as found in HB 465.



Fiscal Year 2025 Main Street CDA Budget

Redevelopment Agency - Main Street Project Area						
	Actual FY2022	Actual FY2023	Amended FY2024	Final FY2025	Difference	Percent Change
Revenues:						
Property Tax Revenue ¹	-	-	-	36,543	36,543	0.0%
Salt Lake County Grant Revenue ¹	-	5,000	200,000	100,000	(100,000)	-50.0%
Rent and Concessions ¹	2,600	-	-	14,400	14,400	0.0%
Revolving Loan Program ¹	-	33,138	77,968	80,000	2,032	2.6%
Interest Revenue	(4,413)	46,624	30,000	30,000	-	0.0%
Sale of Properties Held for Resale	-	-	288,000	-	(288,000)	-100.0%
Transfer from other RDA A/C ¹	1,631,730	50,000	550,000	1,100,000	550,000	100.0%
Contributions from Other Governments	-	-	-	354,080	354,080	0.0%
Transfer from General Fund	-	-	-	-	-	0.0%
TOTAL REVENUES	\$ 1,629,917	\$ 134,762	\$ 1,145,968	\$ 1,715,023	\$ 569,055	49.7%
Expenditures:						
Project Area Improvements ¹	177	-	389,000	670,000	281,000	72.2%
Professional Services ¹	34,765	95,131	20,000	-	(20,000)	-100.0%
Miscellaneous Supplies	1,536	213	2,000	2,000	-	0.0%
Revolving Loan Program ¹	20	251,212	450,000	1,000,000	550,000	122.2%
Property Acquisition ¹	148	-	-	340,000	340,000	0.0%
Public Art ¹	147,130	46,850	115,000	140,000	25,000	21.7%
Art House	-	824	-	5,000	5,000	0.0%
Events and Promotion ¹	6,894	27,463	30,000	36,000	6,000	20.0%
Remit Back to Taxing Entities	-	-	-	156,249	156,249	0.0%
Parking Structure	-	-	250,000	250,000	-	0.0%
Transfer to RDA Administration	-	-	-	7,031	7,031	0.0%
Transfer to RDA City-wide Housing	-	-	-	46,875	46,875	0.0%
TOTAL EXPENDITURES	\$ 190,670	\$ 421,693	\$ 1,256,000	\$ 2,653,155	\$ 1,397,155	111.2%
FUND BALANCE - CONTRIBUTION TO (USE OF)	1,439,247	(286,931)	(110,032)	(938,132)	(828,100)	

Fiscal Year 2025 Main Street CDA Budget

Redevelopment Agency of Midvale City Proposed Budget Amendment				
Account Description				
	FY2025 Original Budget	Proposed Change	FY2025 Proposed Amended Budget	Description
Main Street Project Area Fund				
Expenditures:				
Developer Reimbursement	-	61,763	61,763	Reimbursement for the Bulb-out in front of the development at 7555 S Main
Use of Fund Balance	(938,132)	(61,763)	(999,895)	Increase the use of fund balance
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS				
Main Street Project Area Fund	\$ -	\$ 61,763	\$ 61,763	

Fiscal Year 2025 City-Wide Housing Fund

Redevelopment Agency - City-Wide Housing						
	Actual FY2022	Actual FY2023	Amended FY2024	Final FY2025	Difference	Percent Change
Revenues:						
Interest revenue	(17,488)	121,907	40,000	40,000	-	0.0%
Lease revenue - Applewood	17,897	-	14,055	1,500	(12,555)	-89.3%
Transfer from other RDA account	2,325,097	1,888,000	2,497,623	2,629,742	132,119	5.3%
Grants Slco Affordable Housing	-	-	100,000	100,000	-	0.0%
Loan revenue - Sunset Gardens	-	39,425	-	1,000	1,000	0.0%
TOTAL REVENUES	\$ 2,325,506	\$ 2,049,332	\$ 2,651,678	\$ 2,772,242	\$ 120,564	4.5%
Expenditures:						
Salaries	37,326	45,739	48,345	50,543	2,198	4.5%
Benefits	17,669	17,435	19,606	19,921	315	1.6%
Equipment, Supplies, and Maint	1,800	-	2,000	2,100	100	5.0%
Communications/Telephone	159	251	242	254	12	5.0%
Housing Programs Administrative Services (contri	-	-	35,000	35,000	-	0.0%
Affordable Housing Incentives	135,527	170,661	2,600,000	4,000,000	1,400,000	53.8%
Housing Programs	-	(87,278)	285,000	285,000	-	0.0%
Recreation Amenity Program	-	-	100,000	100,000	-	0.0%
Homeownership/Landlord Education	-	-	1,000	1,000	-	0.0%
Home Repair Loan Program	-	-	260,000	260,000	-	0.0%
TOTAL EXPENDITURES	\$ 192,481	\$ 146,808	\$ 3,351,193	\$ 4,753,818	\$ 1,402,625	41.9%
FUND BALANCE - CONTRIBUTION TO (USE OF)	2,133,025	1,902,524	(699,515)	(1,981,576)	(1,282,061)	

Fiscal Year 2025 City-Wide Housing Fund

Redevelopment Agency of Midvale City				
Proposed Budget Amendment				
Account Description				
	FY2025 Original Budget	Proposed Change	FY2025 Proposed Amended Budget	Description
City-Wide Housing Fund				
Expenditures:				
Affordable Housing Incentives	4,000,000	\$ 2,500,000	\$ 6,500,000	Additional funding for possible project requesting Upper-floor Housing Initiative Funds
Use of Fund Balance	(1,981,576)	(2,500,000)	(4,481,576)	Increase the use of fund balance
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS				
City-Wide Housing Fund		\$ 2,500,000	\$ 6,500,000	

Recommended Motion

Recommendation:

Approval of **Resolution No. 2024-20RDA** with the following motion:

"I move that we suspend the rules and pass Resolution No. 2024-20RDA Amending the Fiscal Year 2025 Budget for the Main Street Project Area Fund and City-Wide Housing Fund."

MOTION: Board Member Dustin Gettel MOVED to open the public comment portion of the public hearing. 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.

There were no public comments.

MOTION: Board Member Dustin Gettel MOVED to close the public hearing. 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.

ACTION: Consider Resolution No. 2024-20RDA Amending the Fiscal Year 2025 Budget for the Main Street Project Area Fund and City-Wide Housing Fund.

MOTION: Board Member Dustin Gettel MOVED to approve Resolution No. 2024-20RDA Amending the Fiscal Year 2025 Budget for the Main Street Project Area Fund and City-Wide Housing Fund. 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	Aye
Board Member Bonnie Billings	Absent
Board Member Heidi Robinson	Aye

The motion passed unanimously.

V. ACTION ITEM

A. CONSIDER RESOLUTION NO. 2021-21RDA APPROVING THE INITIAL TERMS FOR AN AFFORDABLE HOUSING INCENTIVE THROUGH THE MAIN STREET UPPER FLOOR HOUSING INITIATIVE FOR THE BLACK PINE, LLC. MIXED-USE DEVELOPMENT LOCATED AT 7592 SOUTH MAIN STREET, MIDVALE.

Meggie Troili said Black Pine (“Applicant”) recently applied for an affordable housing incentive through the Main Street Upper Floor Housing Initiative (the “Initiative”) to include affordable housing in their West Main mixed-use development (the “Project”) located at 7592 Main Street, Midvale. The Applicants application has been reviewed and recommended for funding by a committee comprised of Redevelopment Agency (the “RDA” or “Agency”) and City staff.

The Main Street Upper Floor Housing Initiative was approved by the RDA Board in 2019

and is supported by the Agency's dedicated affordable housing funds. The Initiative aims to provide up to 50% of the total rehabilitation and/or development costs of the residential component of a project to be used for affordable housing. Units must be high-quality affordable housing for households who fall at or below 80% of the Area Median Income (AMI). To date, the Initiative has been utilized to support the creation of 16 affordable housing units on Midvale Main Street.

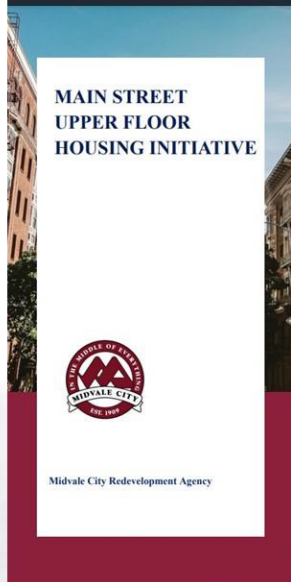
The total cost of the West Main Project is approximately 19M, and Black Pine applied for an incentive amount of \$6,254,275 to cover 50% of the development costs associated with fifty (50) out of the Projects sixty-six (66) total residential units. These fifty (50) units would be deed restricted for low-income households.

After the committees' thorough review of the Applicants Initiative application, Agency staff recommends an affordable housing incentive of \$6,254,275. This funding will enable the creation of fifty (50) one-bedroom affordable housing units on Midvale Main Street. These housing units will be available for a term of 20 years only to households whose income is not greater than an average of 60% of the AMI as defined by Salt Lake County's annual AMI levels, in accordance with the guidelines set by the Department of Housing and Urban Development. To ensure long-term affordability, these units will be subject to deed restrictions, held by the RDA, to that effect as consideration for the funding provided.

Documentation of pre-approval is needed for Black Pine to secure financing for the Project at this time. Once the foundational terms are approved by the RDA Board, the Agency will release a pre-approval letter to the Applicant. This letter will serve only as pre-approval of Black Pines Initiative application. This letter is not a guarantee or commitment to lend, loan, or provide money for the project, but will enable the Applicant to secure financing for the Project.

FISCAL IMPACT: \$6,254,275

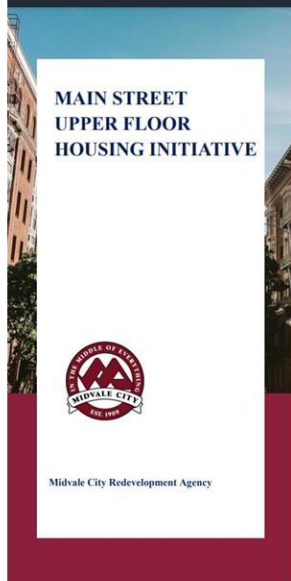
Initiative Overview



Main Street Upper Floor Housing Initiative Overview

- Approved by the RDA Board in 2019.
- This is the second application to date.
- Funded by the Agency's dedicated affordable housing funds.
- Provides up to 50% of total rehabilitation and/or development cost of the residential component of the project to be used for affordable housing.
- Units must be high-quality units for households who fall at or below 80% of the Area Median Income (AMI.)
- All projects must be mixed-use and conform with form-base code.

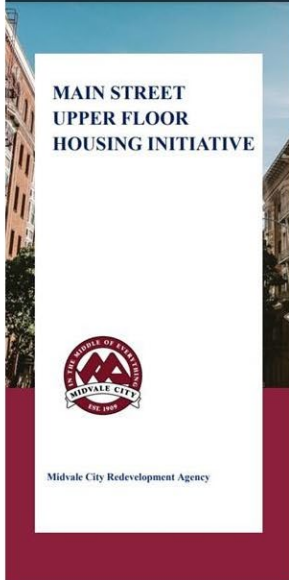
Initiative Overview



Initiative Goals

- Utilize dedicated affordable housing funds from Bingham Junction and Jordan Bluffs Project Areas (without requiring repayment).
- Assist developers in overcoming multi-story development and parking related costs on small lots.
- Increase affordable housing opportunities on Main Street.
- Bring an influx of residents that will contribute to the vitality and economic revitalization of Main Street
- Encourage mixed-use properties
- Create a unique sense of place
- Meet the goals of the Midvale City Housing Plan and Midvale Main Street Small Area Plan
- Decrease crime rates through passive surveillance

Project Benefits



Additional Benefits

- Improves North South street continuity – fills the gap
- Brings additional amenities to Main Street
- Includes a public art component

Funding Benefits and Overview

- RDA is generating 1.9M annually for affordable housing
- 8M in available Affordable Housing funds FY2025
- Decrease the Affordable Housing fund balance (H.B. 465)
An agency shall spend, encumber, or allot the money contributed to the housing fund under Subsection (5)(a) within six years from the day on which the agency first receives the money.
- Project will achieve 11% of required development to reach the Main Street CDA tax increment participation cap.

Applicant - Black Pine

BlackPine - Meet The Team



Daniel Stephens | Managing Partner

Daniel has a career in global real estate and founded BlackPine in May 2021. Prior to founding BlackPine, he worked with Hines Salt Lake City where he acquired, developed, managed, or sold over 2.7 million square feet, totaling over \$550 million in value. As a part of Hines' emerging markets group, he was directly involved in the acquisition, development and investment management of 19 million square feet, totaling over \$1.6 billion of capital invested in Brazil and Mexico. Daniel is a graduate of BYU, a licensed CPA, and the former president of the NAIOP Utah Chapter.



Jeff Beck | Partner

Jeff is a seasoned real estate professional with extensive experience in every aspect of the real estate life cycle. Jeff has completed acquisitions and development in multiple asset classes including industrial, retail, office, multifamily, and affordable housing. Jeff is a graduate of the University of Utah and holds a Master of Business from the University of Utah's David Eccles School of Business.



Garrett Hansen | Partner

Garrett is the Chief Financial Officer for BlackPine. Prior to joining BlackPine, he was the VP of Finance at Wright Development Group, where he secured over \$250 million in construction financing for multifamily, storage, and retail. He also assisted in the management of over 1,700 multifamily units. Garrett also worked as the Controller at Millburn & Company where he helped grow the assets under management from 2,500 apartment units to over 5,000 units across the United States. Garrett is a graduate of BYU, received a Master's degree from the University of Virginia, and is a licensed CPA.



Dallin Curriden | Associate

Dallin is an associate on the BlackPine team. Prior to joining BlackPine, he worked for the investment management arm of Greystar, where he assisted with the management of a national multifamily portfolio containing 50+ assets across 15+ markets, with an aggregate value of over \$5 billion. During his tenure at Greystar he gained experience in all aspects of the real estate life cycle, including underwriting, acquisitions/dispositions, valuations, asset management, and investor relations. Dallin is a graduate of BYU.

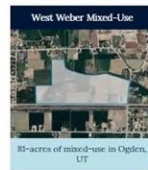
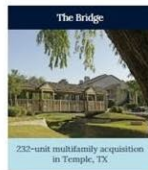
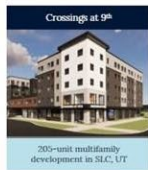


Jake Earl | Analyst

Jake is an analyst on the BlackPine team. Prior to joining BlackPine, he worked for the multifamily finance arm of Capital One, where he contributed to one of the bank's highest producing teams, closing over \$1.5 billion in multifamily transactions. During his time at Capital One, he gained valuable experience in multifamily debt finance, underwriting, valuations, and market research. Jake is a graduate of BYU.

Applicant - Black Pine

BlackPine - Select Experience & Pipeline



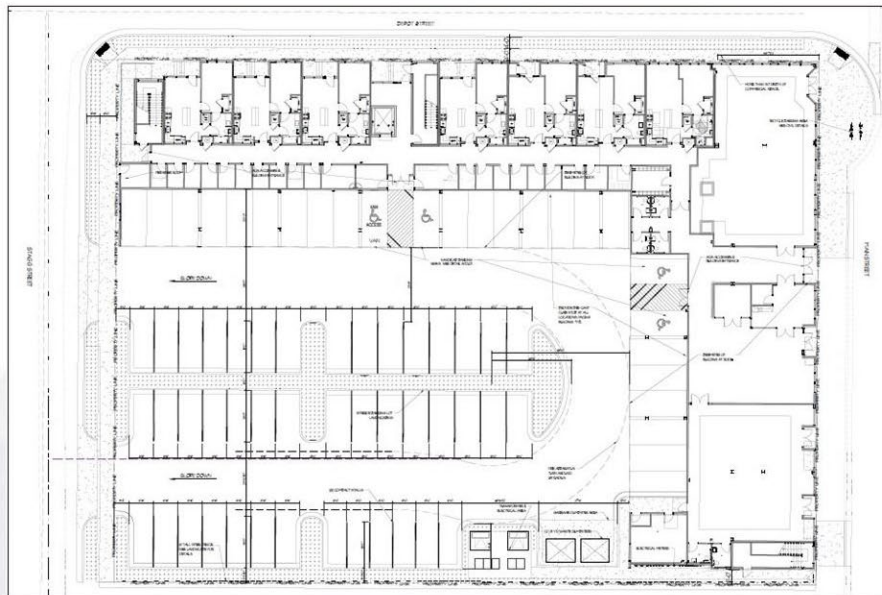
West Main Project Overview



West Main Project Overview



West Main Project Overview



West Main Project Overview



West Main Mixed-Use Development

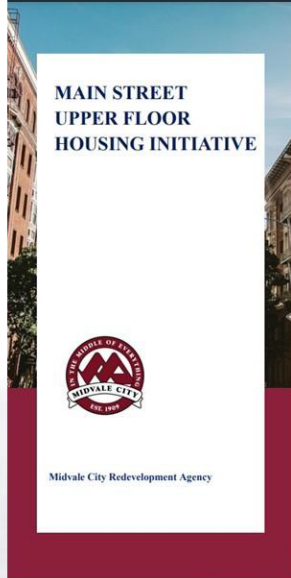
- 66 Total Units (4 Studios, 5 two-bdr, 50 one-bdr)
- 50 affordable 1-bedroom units
- Parking meets Form Based Code
- Sq ft 7,100 w/ 2-3 Retail Spaces including restaurant utilities on the corner space.
- Indoor Amenities - common lounge area, gym, bicycle storage area
- Rooftop Amenities – private and common sitting areas, barbecues, dog run

Initial Terms, Financing & Rent Rates

PROJECT FINANCING	APPLICANTS REQUESTED/RDA RECOMMENDED TERMS
Total Project Cost - \$19,316,160	Incentive Amount Requested- \$6,254,275
Developer Equity - \$4,261,885	Percentage of Residential Development Costs - 50%
RDA Incentive - \$6,254,275	AMI – Average of 60% AMI
Financing - \$8,800,000	Affordable Units - 50 One-Bedroom Units
	Term Length – 20 years

SLCo MARKET RATE RENT	RENT FOR 60% AMI
1 Bedroom (2 persons) \$1,625	1 Bedroom (2 persons) - \$1,389
Utilities + Amenities = \$100 - \$150	Utility Allowance + Amenities Included – (\$50)
Estimated Total Market Rate = \$1,725 - \$1,775	Estimated Savings Per Month = \$336

Incentive & Project Timeline



IF RDA BOARD PROVIDES PRE-APPROVAL:

This Week – The RDA will release the Pre-Approval Letter

August 20 – Bring the final Affordable Housing Incentive Agreement to the RDA Board.

Fall/Winter 2024 - Construction Starts

Spring/Summer 2026 - Construction Completed

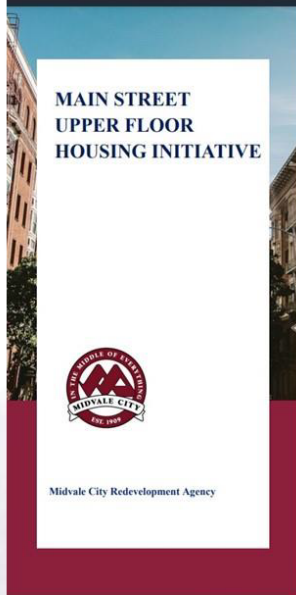
Letter of Pre-Approval

Documentation of pre-approval is needed for Black Pine to secure financing for this project. Once initial terms are approved by the RDA Board, the Agency will release a **Pre-Approval Letter** to Black Pine. This letter serves only as pre-approval of Black Pines Initiative application. This letter is not a guarantee or commitment to lend, loan, or provide money for the project.

Canary/West Main Comparable

WEST MAIN INITIAL TERMS	THE CANARY INITIAL TERMS
Incentive Amount Requested- \$6,254,275	Incentive Amount Recommended - \$1,917,056
Percentage of Development Costs - 50%	Percentage of Development Costs - 40%
AMI – Average of 60% AMI	AMI - 60% AMI and below
50 One-Bedroom Units	14 One-Bedroom and 2 Studio Units
Term Length – 20 years	Term Length – 20 years/buy back option at 15 years

Initiative Overview



Application Required Documents Reviewed

- Online Application Form
- Project Proforma
- Most recent financial statements
- Existing Condition Report
- Certified Architectural Drawings
- Statement of Crime Prevention Through Environmental Design
- Energy Efficiency Report Through Design Features
- Conforms with Main Street Form Base Code
- Inclusion of either Public Art or Streetscape Improvement
- Required 3 items from Green Building Techniques List
- Examples of Past Projects
- Partners & Investors Information

Board Member Dustin Gettel asked if the dog park would be open to the public and what the size would be.

Jeff Beck with Black Pine Group said it will be located on the rooftop of the building, but he doesn't know the exact size and due to liability concerns it will only be available to the tenants.

Chair Stevenson asked if all 66 units are one bedroom.

Jeff Beck said there is a mix of one bedroom, two bedroom, and studio units. The majority of the one-bedroom units will be affordable units.

Chair Stevenson asked why there are no two-bedroom affordable units.

Jeff Beck said that from an economics standpoint it works out better for only the one-bedroom units to fall into the affordable category. The project, once approved, is expected to be done in the fall of 2025.

MOTION: Board Member Dustin Gettel MOVED to suspend the rules and approve RESOLUTION NO. 2024-21RDA Approving the Initial Terms for an Affordable Housing Incentive Through the Main Street Upper Floor Housing Initiative for the Black Pine, LLC. Mixed-Use Development Located at 7592 South Main Street Midvale. 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	Aye
Board Member Bonnie Billings	Absent
Board Member Heidi Robinson	Aye

The motion passed unanimously.

VI. ADJOURN

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

The meeting was adjourned at 6:29 p.m.

Rori L. Andreason, MMC
City Recorder

Approved this 20th day of August, 2024.



REDEVELOPMENT AGENCY OF MIDVALE CITY

Meeting Date: September 3, 2024

ITEM TYPE: Action

SUBJECT: Consider **Resolution No. 2024–23RDA** Authorizing the Chief Administrative Officer to Execute the Art House Exterior Improvement Construction Access and Transfer Agreement with Midvale City.

SUBMITTED BY: Cody Hill, Economic Development Director

SUMMARY:

This spring, the City entered into an interlocal agreement with Salt Lake County to receive a grant of \$40,800.00 from the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act. These funds will be used to renovate and improve the rear exterior of the Midvale Main Art House, creating a usable outdoor space for the creation of art.

To facilitate these improvements, the Agency staff is requesting RDA Board's approval to enter into a construction access and transfer agreement with the City. This agreement will grant the City access to the Agency's property for the purpose of making improvements.

In exchange for these improvements, the Agency will provide the City with the required grant funding match of \$6,500.00. Additionally, the agreement outlines that ownership and maintenance responsibility for the improvements will transfer back to the Agency upon completion of construction and the warranty period.

FISCAL IMPACT:

Upon execution of this Agreement, the Agency agrees to pay to the City \$6,500.00, which is to be used by the City as the matching grant funds required by the Interlocal Agreement with Salt Lake County to construct the improvements.

RECOMMENDED MOTION:

"I move that we suspend the rules and adopt Resolution No. 2024–23RDA authorizing the Chief Administrative Officer to execute the Art House Exterior Improvement Construction Access and Transfer Agreement with Midvale City."

ATTACHMENTS:

Resolution No. 2024–23RDA

Art House Exterior Improvement Construction Access and Transfer Agreement

THE REDEVELOPMENT AGENCY OF MIDVALE CITY, UTAH

RESOLUTION NO. 2024-23RDA

**A RESOLUTION AUTHORIZING THE CHIEF ADMINISTRATIVE OFFICER TO EXECUTE THE
ART HOUSE EXTERIOR IMPROVEMENT CONSTRUCTION ACCESS AND TRANSFER
AGREEMENT WITH MIDVALE CITY**

WHEREAS, the Redevelopment Agency of Midvale City (“Agency”) is the owner of the real property, located at 7697 S. Main Street, Midvale, Utah 84047, identified as Salt Lake County Parcel 21-25-353-007-0000 (the "Art House"); and

WHEREAS, the Midvale City (“City”) intends to renovate and construct improvements to the rear exterior of the Art House for the purpose of creating a usable outdoor space for the creation of Art (the “Art House Exterior Improvements ”); and

WHEREAS, The City desires temporary construction access to the Art House Property for the construction and staging for the Art House Exterior Improvements; and

WHEREAS, upon completion of construction and the end of the construction warranty period, the City desires to convey the Art House Exterior Improvements to the Agency; and

WHEREAS, the Agency agrees to own, maintain, operate and repair the Art House Exterior Improvements; and

WHEREAS, the City and Agency acknowledge that in exchange for the improvements completed by the City, the Agency agrees to pay the City the required Grant Funding Match in the amount of \$6,500.00.

**NOW THEREFORE BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF
MIDVALE CITY** the Board of Directors does hereby authorizes the Chief Administrative Officer to execute the Art House Exterior Improvement Construction Access and Transfer Agreement with between Midvale City and the Redevelopment Agency of Midvale City.

**Passed and Adopted by the Redevelopment Agency of Midvale City Board of Directors, State of Utah,
this 3rd day of September, 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	_____	_____

ART HOUSE EXTERIOR

IMPROVEMENT CONSTRUCTION ACCESS AND TRANSFER AGREEMENT

This ART HOUSE EXTERIOR IMPROVEMENT CONSTRUCTION ACCESS AND TRANSFER AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 20____, by and between **MIDVALE CITY**, a municipality of the state of Utah (hereinafter "City") and the **REDEVELOPMENT AGENCY OF MIDVALE CITY**, a public body (hereinafter "RDA"). City and RDA are referred to in this Agreement individually as a "Party" and collectively as "Parties."

BACKGROUND

WHEREAS, the RDA is the owner of real property, located at 7697 S. Main Street, Midvale, Utah 84047, identified as Salt Lake County Parcel **21-25-353-007-0000** (hereinafter "Art House Property"; and

WHEREAS, the City entered into in an interlocal agreement with Salt Lake County (hereinafter "Interlocal Agreement") (attached as **Exhibit B**) which awarded grant funds in the Amount of \$40,800.00 from the Tourism, Recreation, Cultural, Convention and Airport Facilities Tax Act, for the Midvale Art House Project; and

WHEREAS, the City intends to renovate and construct improvements to the rear exterior of the Art House for the purpose of creating a usable outdoor space for the creation of Art (the "Art House Exterior Improvements "); and

WHEREAS, the City desires temporary construction access to the Art House Property for the construction and staging for the Art House Exterior Improvements; and

WHEREAS, upon completion of construction and the end of the construction warranty period, the City desires to convey the Art House Exterior Improvements to the RDA; and

WHEREAS, in exchange for the improvements completed by the City the RDA agrees pay the City the required Grant Funding Match in the amount of \$6,500.00.

NOW, WHEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived therefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

AGREEMENT

1. Recitals

The Parties agree that the recitals above are incorporated into this Agreement.

2. Incorporated Terms and Definitions.

For purposes of this Agreement, the following definitions shall apply:

- a. "Art House Improvements" means the renovation and construction of improvements on the Art House Property as described in **Exhibit A, Art House Exterior Improvement Plans**.
- b. "Construct" and "Construction" means any work performed materially affecting the Art House Property.
- c. "Governmental Authority" means any federal, state, municipal, local or other division of government, or any redevelopment agency thereof, having or asserting jurisdiction with respect to any matter related to this Agreement.
- d. "Hazardous Materials" mean any materials or substances: (i) which are present in quantities and in forms which require investigation, removal, cleanup, transportation, disposal, response or remedial action (as the terms "response" and "remedial action" are defined in Section 101 of the Comprehensive Environmental Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 (23) and (24)) under any applicable federal, state or local environmental law, regulation, ordinance, rule or bylaw, as such are amended from time to time, whether existing as of the date hereof, previously enforced or subsequently amended (each hereafter an "Environmental law"); or (ii) which are defined as "hazardous wastes," "hazardous substances," "pollutants" or "contaminants" under any environmental law.
- e. "Improvements" means the enhancements, modifications, renovations, landscaping, and installations emplaced by Construction of the Art House Exterior Improvements.
- f. "Losses" mean any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs resulting from: (i) loss of or damage to the property of any Party or Third Person (defined below); (ii) death or personal injury to the agents of any Party or to any Third Person; or (iii) the cleanup or other requirements regarding any incident involving Hazardous Materials.
- g. "Maintain" and "Maintenance" mean the performance of any repair, restoration, rehabilitation, refurbishment, retrofitting, inspection, monitoring, observation, testing, or similar work with respect to the Art House Exterior Improvements, after the completion of Construction, in or otherwise materially affecting the Art House Property.
- h. "Third Person" means any individual, corporation, or legal entity other than the City or RDA.

- i. "Utility" and "Utilities" mean and include all properties, facilities, utilities, crossings, encroachments and similar appurtenances located within the Art House Property by permissive or prescriptive authority including, but not limited to, grade crossings, tubelines, water and gas lines or mains, electrical conduits, ditches and other drainage facilities, wires, fiber optics, communication lines, sewer pipes, overhead wiring and supporting structures and appurtenances, and all similar installations.
- j. "Warranty Period" means the time period defined in the City's contracts for Construction of the Improvements during which the City's contractors may be obligated to repair, restore, rehabilitate, refurbish, retrofit, inspect, monitor, observe, or test any elements of the Improvements. This includes the period of all warranties provided by the manufacturers of construction material used by the City's contractors which are not transferrable to the RDA.

3. Access to the Art House Property.

- a. Except in the event of an emergency (as provided in Section 3(b) below), the City shall request permission from the RDA at least ten days (or such shorter period as may be approved by the RDA) prior to performing any Construction in or otherwise materially affecting the Art House Property. The City's request to access the Art House Property, or any staging areas shall be specific as to the time, date, and activities for which the City seeks permission. The request shall also include a summary of the method and manner in which the Construction or Maintenance will be performed. If the RDA approves, it shall approve, or modify and approve, the City's request by electronic communication at the address of the City's representative as provided by the City.
- b. Prior to the City's conveyance of the Improvements to the RDA, the City shall have the right to enter the Art House Property in the event of an emergency to make repairs necessary to protect against imminent and serious injury or damage to persons or property. The City shall take all precautions necessary to ensure that such emergency entry does not compromise the safety of any operations conducted in the Art House Property. The City must notify the RDA's designated representative of the emergency access and the work being performed prior to entering the Art House Property; provided, however, the City shall not be obligated to receive the RDA's approval before commencing work to address the emergency.

4. Construction and Maintenance of the Improvements.

- a. All Construction with respect to the Improvements shall be performed to the satisfaction of the RDA and in accordance with the conceptual, engineering and/or design plans attached hereto as **Exhibit A**. All Construction with respect to the Improvements shall be performed in a workmanlike manner, in compliance with all applicable industry standards and in compliance with the

requirements of any applicable Governmental Authority. The RDA may impose requirements in addition to or more stringent than industry or legal standards if the RDA deems such requirements necessary for the safety of operations conducted within the Art House Property. The RDA may also require additional staging requirements or other precautions.

- b. Various Utilities may exist on, over, and under the surface of the Art House Property. Prior to commencing any Construction with respect to the Improvements, the City or its contractors shall properly investigate and determine the location of all such Utilities. In addition to the required investigation, the City or its contractors shall have all Utilities in the Art House Property, or any other area involved in the Construction "blue-staked" and clearly marked prior to any excavation by the City or its contractors.
- c. Except as provided in Subsection 4(d) below, the City shall be solely responsible for obtaining any property rights, easements, rights of way or other permission from Third Persons (collectively "Third Person Property Rights") as may be necessary to Construct, Maintain or operate the Improvements including, without limitation, any needed permission from the owner of any adjacent right of way. The City shall also be solely responsible for obtaining any necessary franchises, permits, or other necessary approvals from Governmental Authorities (collectively "Approvals"). Prior to completion of Construction, the City agrees to pay any and all costs relating to such Third Person Property Rights or Approvals, and to assume any and all liability therefore. The City shall ensure that all rights acquired and all agreements entered into are assignable to the RDA upon the end of the Warranty Period.
- d. The City shall own and Maintain all Improvements constructed in performance of this Agreement until the ownership is transferred and accepted by the RDA as outlined in Section 5.
- e. If, in connection with the performance of any Construction, the City or its contractors damages any of the Art House Property, Utilities, or any other facilities, the City shall repair or replace such facilities with the same or similar materials, if available, as reasonably required by the RDA, consistent with applicable Federal and State laws and regulations and to the satisfaction of the RDA.
- f. If a contractor is to perform any Construction contemplated in this Agreement, then the City shall cause its contractor to comply with all applicable provisions of this Agreement. The City agrees that the RDA shall have approval authority over all City agreements related to the Construction of the Improvements. The City shall provide all agreements to the RDA's representative for approval.

5. Transfer of Ownership and Acceptance by the City.

- a. The City shall own and Maintain the Improvements during the Warranty Period. During the Warranty Period, the City shall inspect the Improvements and shall require its contractors to repair and replace any defective element of the Improvements subject to warranty. All defective elements of the Improvements not subject to warranty during the Warranty Period shall be repaired or replaced by the City.
- b. The RDA shall accept each Improvement, accepting transfer of ownership, along with all responsibility for maintenance and repairs after the following conditions have been met:
 - i. The Warranty Period has ended on all elements of the Improvement in question;
 - ii. The RDA has inspected the Improvement and all defective elements of the Improvement have been repaired or replaced by the City; and
 - iii. The City has warranted, and the RDA has verified, that the Improvement is free and clear of any liens, encumbrances, or claims of any kind.
- c. The City shall facilitate transfer of any ownership interest or rights to the RDA such as delivering title or warranties or any other necessary act to effect full transfer of ownership and rights to the RDA.
- d. If the conditions of Subsections 5(b) and (c) above are met, the transfer of an Improvement from the City to the RDA will occur without any additional action by the Midvale City Council or the RDA Board. Such transfer of an Improvement will be noted by written or electronic confirmation by both Parties.

6. Subordination of Rights Granted.

- a. The rights granted pursuant to this Agreement shall be subject and subordinate to the prior and continuing right and obligation of the RDA to fully use the Art House Property, including the right and power of the RDA to construct, maintain, repair, renew, use, operate, modify, or relocate new or existing improvements upon, along, above, or across any or all parts of the Art House Property, and other RDA property, all or any of which may be freely done at any time or times by the RDA without liability to the City for compensation or damages.
- b. The foregoing grant is also subject to the outstanding superior rights previously conveyed or granted to Third Persons by the RDA or its predecessors in interest, and the right of the RDA to renew and extend the same.

7. Grant Funding Match Payment.

Upon execution of this Agreement, the RDA agrees to pay to the City \$6,500.00, which is to be used by the City as the matching money required by the Interlocal Agreement to Construct the Improvements.

8. Indemnity and Release.

As additional consideration for this Agreement, the City agrees to protect, defend, release, indemnify and hold harmless the RDA, and any affiliates, successors, contractors, officers, directors, agents, and employees of the RDA from and against any and all losses proximately caused prior to completion of the Warranty Period by: (a) the prosecution of any work contemplated by this Agreement and performed by the City, or any employees, principals, contractors or agents of the City, including, without limitation, the Construction of the Improvements, or any portion thereof; (b) the presence, operation, or use of the Improvements or any portion thereof; or (c) the City's breach of any provision of this Agreement. This provision shall survive termination of this Agreement.

9. Termination.

- a. The RDA may terminate this Agreement if: (a) the City continues in default with respect to any provision of this Agreement for a period of thirty (30) days after the RDA delivers written notice to the City identifying the nature of the City's breach of this Agreement provided, however, that if the nature of City's breach is such that it cannot be cured within such thirty (30) day period, the City shall not be deemed in default if the City commences to cure the breach within thirty (30) days and thereafter diligently continues to remedy the breach; or (b) the City removes the Improvements.
- b. Either Party may terminate this Agreement upon delivery of ninety (90) days written notice to the other Party, with or without cause. Following termination, the City shall restore the Art House Property to a condition as close as practicable to the condition prior to the commencement of Construction.
- c. This Agreement shall terminate upon acceptance by, and transfer of ownership to, the RDA of all the Improvements as described in Section 5.

10. Insurance.

The City or its contractors responsible for Construction of the Improvements shall, at all times during the term of this Agreement without interruption, carry and maintain insurance from an insurance company authorized to do business in the State of Utah in accordance with this Section and shall cause its contractors and subcontractors to carry and maintain the same.

- a. Coverage Amounts.

- i. **Commercial General Liability Insurance.** The City or its contractors responsible for Construction of the Improvements must have a Commercial General Liability Insurance policy that includes products and completed operations, bodily injury, property damage, and personal and advertising injury and must be in the amount of at least \$1,000,000 per occurrence and \$3,000,000 aggregate.
 - ii. **Automobile Liability Insurance.** The City or its contractors responsible for Construction of the Improvements must have Automobile Liability Insurance in the amount of at least \$1,000,000 per occurrence and \$3,000,000 aggregate.
 - iii. **Workers Compensation.** The City or its contractors responsible for Construction of the Improvements must have Workers Compensation Insurance (Part A) that meets Utah's statutory requirements. The City must have Employers Liability Insurance (Part B) in the amount of at least \$1,000,000 for each accident, disease, and employee. No employee or officer may be excluded from coverage.
- b. **Certificate of Insurance.** The City and its contractors involved in the Construction of the Improvements must provide a Certificate of Insurance that meets the requirements of this Section to the RDA upon execution of this Agreement and within five days after a request by the RDA. Failure to provide proof of insurance will be deemed a material breach of this Agreement.
- c. **Cancellation/Expiration.** The City and its contractors involved in the Construction of the Improvements may not cancel or allow an insurance policy to expire unless written notice has been given to the RDA at least 30 days prior to the cancellation or expiration and provisions are taken to replace the policy prior to its cancellation or expiration.
- d. **Additional Insured.** The City and its contractors and subcontractors involved in the Construction of the Improvements must add the RDA as an additional insured to all their insurance policies under this Agreement except for their Workers Compensation policies.
- e. **Primary, Noncontributory.** Insurance under this Section is required to be primary, noncontributory, and not in excess of any insurance or self-insurance policies available to or maintained by the RDA.
- f. **Material Breach.** The City's or its contractors' responsible for Construction of the Improvements failure to maintain this insurance in accordance with this Section for the term of this Agreement is a material breach of this

Agreement. The RDA may immediately terminate this Agreement upon such breach.

11. Assignment.

The City may not assign this Agreement, in whole or in part, without the RDA's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. However, the City may assign its rights to enter the Art House Property for the purpose of performing Construction to its contractors who are performing the Construction.

12. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

13. Severability.

This Agreement is executed by the Parties under current interpretation of any and all applicable federal, state, county, municipal, or other local statutes, ordinances, or laws. Furthermore, each and every separate provision hereof shall have independent and severable status from each other provision, or combination thereof, for the determination of legality, so that if any separate provision herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, invalid or unenforceable for any reason, that separate provision shall be treated as a nullity but such holding or determination shall have no effect upon the validity or enforceability of each and every other provision, or other combination thereof.

14. Notices.

Except as specifically provided elsewhere in this Agreement, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if transmitted by email to the addresses provided below or personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the physical addresses provided below. Addresses for notice may be changed by giving written notice of the change in the manner set forth herein.

If to the City

Midvale City
City Manager
7505 Holden St.
Midvale, UT 84047
mdahl@midvale.com

If to the RDA

Redevelopment Agency of Midvale City
Executive Director
7505 Holden St.
Midvale, UT 84047
kandrus@midvale.com

15. No Implied Waiver.

The waiver by the RDA of the breach by the City of any condition, covenant, or agreement herein contained shall not impair any future ability of the RDA to avail itself of any remedy or right set forth in this Agreement. Neither the right of supervision by the RDA nor the exercise or failure to exercise such right nor the approval or failure to disapprove, nor the election by the RDA to repair or reconstruct all or any part of the work contemplated by this Agreement shall be deemed a waiver of any of the obligations of the City contained or set forth in this Agreement.

16. Entire Agreement- Counterparts.

This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by the authorized representatives of each Party. This Agreement may be executed in any number of counterparts and by each of the Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

17. Forum Selection and Choice of Law.

This Agreement shall be construed and interpreted under the laws of the state of Utah and the Parties agree that any action or proceeding brought concerning this Agreement may be brought only in the courts of Salt Lake County, Utah, and each Party hereto hereby consents to the jurisdiction of such courts. This provision shall survive termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Art House Exterior Improvement Construction Access and Transfer Agreement to be executed in duplicate as of the date first herein written.

REDEVELOPMENT AGENCY OF MIDVALE CITY, a public body

By: _____
Marcus Stevenson
Chief Administrative Officer

By: _____
Matt Dahl
Executive Director

MIDVALE CITY, a municipality of the state of Utah

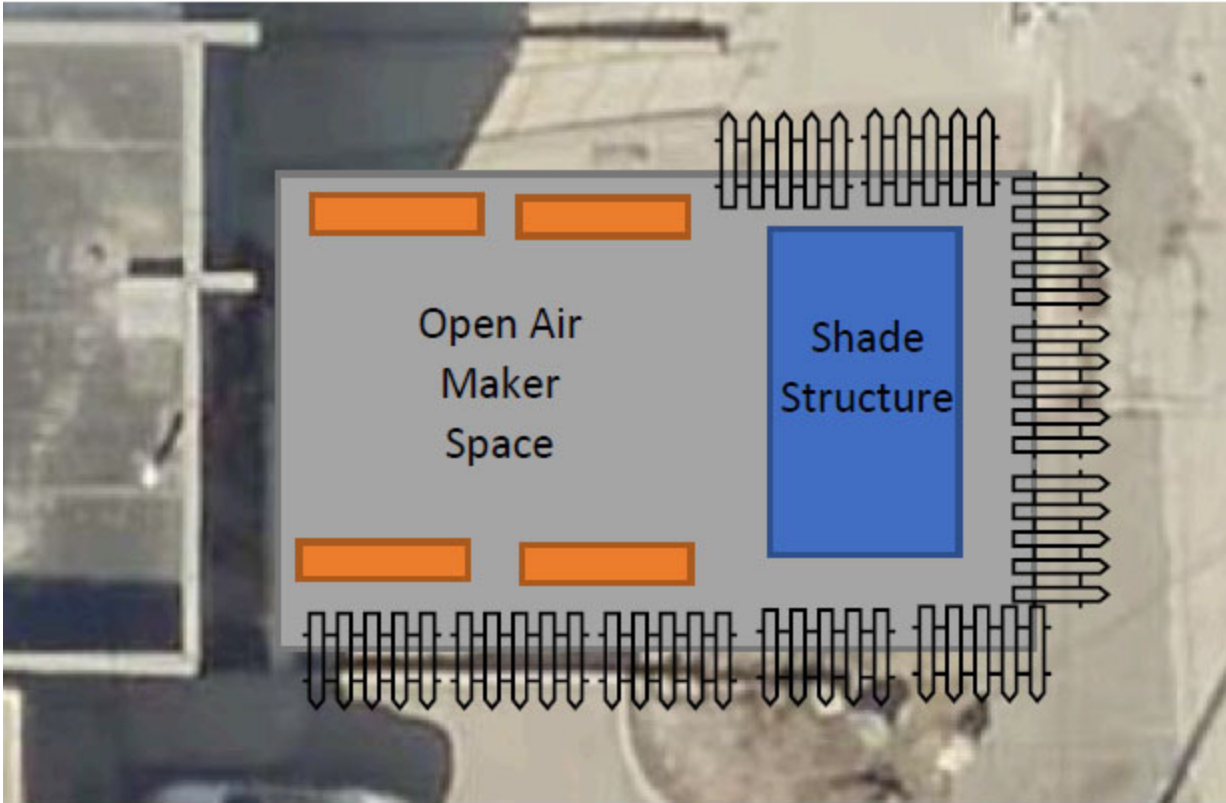
By: _____
Marcus Stevenson
Mayor

Attest

Rori L. Andreason
City Recorder

EXHIBIT A

ART HOUSE EXTERIOR IMPROVEMENT PLANS



Scope of Work:

Remove 325sf concrete pad and 58lf curb wall

Rough grade

Install 4" gravel for concrete pad

Install approximately 1375sf * 4" concrete pad

If necessary, install 46lf curb wall against existing ramp located at north edge of pad

Furnish eco pan for concrete wash out

30" deep footings monolithically poured into slab

Saw cut slab

Furnish and install Beaumont 20' * 12' pergola or similar

Install 4" ornamental fencing around area

EXHIBIT B

INTERLOCAL TRCC AGREEMENT WITH SALT LAKE COUNTY



June 25, 2024

COUNTY COUNCIL

Laurie Stringham, Chair
At-Large A

Suzanne Harrison
At-Large B

Jim Bradley
At-Large C

Arlyn Bradshaw
District #1

Dave Alvord
District #2

Aimee Winder Newton
District #3

Ann Granato
District #4

Sheldon Stewart
District #5

Dea Theodore
District #6

Ms. Antigone Carlson
Contracts Coordinator
Contracts & Procurement Division
Rm. N4-600, Government Center
Salt Lake City, Utah 84190

Dear Ms. Carlson:

The Salt Lake County Council, at its meeting held this day, approved the attached RESOLUTION NO. 6220 authorizing execution of an INTERLOCAL AGREEMENT between Salt Lake County for its Community Services Department and **Midvale City** – Contribution of Tourism, Recreation, Cultural, and Convention (TRCC) Funds for the Renovation of the Midvale Art House.

Salt Lake County will reimburse Midvale City up to \$40,800 from its TRCC Fund for costs incurred by the city to renovate the Midvale Art House.

The agreement will terminate upon full expenditure of the TRCC funds and the city's completion of the association reporting requirements, with the exception of Paragraphs 2F, 2G, 2H, 2I, and 3F, which shall survive the expiration or termination of the agreement.

Pursuant to the above action, you are hereby authorized to effectuate the same.

Respectfully yours,

SALT LAKE COUNTY COUNCIL

LANNIE CHAPMAN, COUNTY CLERK

By


Deputy Clerk

ks

pc: Robin Chalhoub/Community Services Department
Darrin Casper/Mayor Finance
Shawna Soliz/Contracts & Procurement Division

SALT LAKE COUNTY, UTAH

RESOLUTION NO. 6220

June 25, 2024

**A RESOLUTION OF THE COUNTY COUNCIL OF SALT LAKE COUNTY
APPROVING AND AUTHORIZING EXECUTION OF AN INTERLOCAL
COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY AND
MIDVALE CITY FOR A CONTRIBUTION OF TRCC FUNDS TO HELP
FUND RENOVATION OF THE MIDVALE ART HOUSE**

RECITALS

A. Salt Lake County (the “County”) and Midvale City (the “City”) are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et seq. (the “Act”), and, as such, are authorized by the Act to enter into this Agreement to act jointly and cooperatively on the basis of mutual advantage in order to provide facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

B. The County receives funds (“TRCC Funds”) pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 et seq. (the “TRCC Act”). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

C. City requested TRCC Funds from the County to help it fund the project described in its TRCC Application. More specifically, the City requested TRCC Funds to help fund Renovation of the Midvale Art House (the “Project”). The County Council appropriated TRCC Funds for this purpose.

D. City and County now desire to enter into the Interlocal Cooperation Agreement attached hereto as **ATTACHMENT A** (the “Interlocal Agreement”) wherein the County agrees to grant TRCC Funds to the City to help fund the Project and wherein the City agrees to abide by the terms and conditions outlined in the Interlocal Agreement.

E. The County Council believes that its contribution and assistance under the Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents.

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County:

1. That the Interlocal Agreement between Salt Lake County and Midvale City is approved, in substantially the form attached hereto as **ATTACHMENT A**, and that the Salt Lake County Mayor is authorized to execute the same.
2. That the Interlocal Agreement will become effective as stated in the Interlocal Agreement.

APPROVED and ADOPTED this 25th day of June, 2024.

SALT LAKE COUNTY COUNCIL

By: Laurie Stringham
Laurie Stringham, Chair

ATTEST:

Lannie Chapman

Lannie Chapman or Designee
Salt Lake County Clerk

Reviewed and Advised
as to Form and Legality

Craig J.

Wangsgard

Senior Deputy District Attorney

Digitally signed by Craig J.
Wangsgard
Date: 2024.02.20 14:00:50 -0700

Council Member Alvord voting
Council Member Bradley voting
Council Member Bradshaw voting
Council Member Granato voting
Council Member Harrison voting
Council Member Stewart voting
Council Member Stringham voting
Council Member Theodore voting
Council Member Winder Newton voting

"Aye"
"Aye"
"Aye"
"Aye"
"Aye"
"Aye"
"Aye"
"Aye"
"Aye"

ATTACHMENT A

Interlocal Agreement between Salt Lake County and Midvale City

County Contract No. **0000004059**
DA Log No. 24CIV000309

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

MIDVALE CITY

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of its Department of Community Services ("County") and the **MIDVALE CITY**, a municipal corporation of the State of Utah ("City"). County and City may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

A. The County is a county existing pursuant to Article XI, Section 1 of the Utah Constitution, and the Department of Community Services is a department of the County pursuant to Salt Lake County Ordinances, § 2.06B.020.

B. The County receives funds ("TRCC Funds") pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 *et seq.* (the "TRCC Act"). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

C. City is a municipality and a political subdivision of the State of Utah as provided for in Utah Code Ann. §§ 10-1-201 & 202, 1953 as amended.

D. City has requested TRCC Funds from the County to help it fund the project described in its MIDVALE CITY application attached hereto as **EXHIBIT A**. More specifically, City requested TRCC Funds to help fund Midvale Arts House (the "Project"). The County Council appropriated TRCC Funds for this purpose in the Salt Lake County Budget.

E. The Parties are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the "Interlocal Cooperation Act"), and, as such, are authorized by the Interlocal Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Cooperation Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

F. The Parties have determined that it is mutually advantageous to enter into this Agreement and believe that the County's assistance under this Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents.

A G R E E M E N T:

NOW THEREFORE, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

1 . COUNTY'S CONTRIBUTION.

A. Contribution of TRCC Funds. County agrees to reimburse up to **Forty Thousand Eight Hundred Dollars (\$40,800.00)** to City from its 2024 TRCC Funds all on the terms and subject to the conditions of this Agreement.

2 . CITY'S OBLIGATIONS AND REPRESENTATIONS.

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

(ii) City 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 City's TRCC Application hereto as **EXHIBIT A** by **March 31, 2025**. 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 City's TRCC Application attached hereto as **EXHIBIT A** and/or budget attached as **EXHIBIT B** indicate that City will make a matching contribution toward the purpose for which TRCC Funds will be used by City under this Agreement, City shall

make the matching contribution so indicated in the amount specified in City's Application. If City fails to make and expend such a matching contribution prior to **March 31, 2025**, the County may require repayment of TRCC Funds from City for noncompliance with this provision.

E. Reimbursement Deadline. City 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 **June 30, 2025**. Additionally, if it is later determined that City used any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, City 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. City 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, 2024 and June 30, 2025**.

G. Recordkeeping. City 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 City's books. City shall maintain records adequate to identify the use of the TRCC Funds for the purposes specified in this Agreement. City shall make its books and records available to the County at reasonable times.

H. Public Funds and Public Monies:

(i) City 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 City's possession.

(ii) City, 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. City 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. City expressly agrees that the County may monitor the expenditure of TRCC Funds by City.

(iii) City 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 City under this Agreement, and the accounting of such use. If the County requests an audit, City agrees to cooperate fully with the County and its representatives in the performance of the audit.

J. Noncompliance. City agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from City 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. City represents and agrees that no officer or employee of the County 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. City 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.

3 . GENERAL PROVISIONS:

A. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

B. Term of Agreement. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of the County and City, including the adoption of any necessary resolutions or ordinances by the County and City authorizing the execution of this Agreement by the appropriate person or persons for the County and City, respectively, (ii) the execution of this Agreement by a duly

authorized official of each of the Parties, (iii) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and the approval of each respective attorney, and (iv) the filing of a copy of this Agreement with the keeper of records of each Party (the "Effective Date"). This Agreement shall terminate upon City's full expenditure of the TRCC Funds received under this Agreement and upon City's completion of the associated reporting requirements described in Paragraph 2E above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, City's obligations in Paragraphs 2F, 2G, 2H and 2I above and Paragraph 3F below shall survive the expiration or termination of this Agreement.

C. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows:

(i) This Agreement shall be authorized as provided in Section 11-13-202.5 of the Interlocal Cooperation Act.

(ii) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Cooperation Act.

(iii) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Cooperation Act.

(iv) The term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Interlocal Cooperation Act.

(v) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(vi) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

(vii) Pursuant to Section 11-13-207 of the Interlocal Cooperation Act, the County Mayor and City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Cooperation Act.

D. No Obligations to Third Parties. The Parties agree that City's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to City. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

E. Agency. No officer, employee, or agent of City or the County is intended to be an

officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

F. Governmental Immunity, Liability, and Indemnification.

(i) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(ii) Liability and Indemnification. The County and City agree to be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor City will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. However, City shall indemnify, defend, and hold harmless the County, its officers, employees and agents (the "Indemnified Parties") from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) City's breach of this Agreement; (ii) any acts or omissions of or by City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) City's use of the TRCC Funds. City agrees that its duty to defend and indemnify the Indemnified Parties under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The Parties agree that the requirements of this Paragraph will survive the expiration or sooner termination of this Agreement.

G. Required Insurance Policies. Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

H. Non-Funding Clause.

(i) The County has requested or intends to request an appropriation of TRCC Funds to be paid to City for the purposes set forth in this Agreement. If TRCC Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute TRCC Funds to City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute TRCC Funds to City in succeeding fiscal years. The County's obligation to contribute TRCC Funds to City

under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(ii) If TRCC Funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify City of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which TRCC Funds were last appropriated for contribution to City under this Agreement.

I. Termination.

(i) Event of Default. The occurrence of any one or more of the following constitutes an "Event of Default" as such term is used herein:

(a) Failure of City to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by City on or before the expiration of a thirty (30)-day period commencing upon the County's written notice to City of the occurrence thereof.

(b) City no longer qualifies for receipt of TRCC Funds under the laws of the State of Utah or under Salt Lake County ordinances or policy.

(c) The County's determination to contribute TRCC Funds to City under this Agreement was based upon the submission of erroneous information, or the County reasonably determines that any representations made by City under this Agreement are untrue.

(ii) County's Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all remedies conferred upon the County by law or equity and other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(a) Withhold further contributions of TRCC Funds to City; and/or

(b) Seek repayment of any TRCC Funds previously paid to City under this Agreement; and/or

(c) Terminate this Agreement.

(iii) Termination Prior to Disbursement. The County may terminate this Agreement for convenience by providing thirty (30)-day's written notice specifying the nature, extent, and effective date of the termination. However, the County may not terminate this agreement once the TRCC Funds have been provided to City and have been expended by City for the purposes set forth by this Agreement.

J. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or City that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to City.

K. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

L. Compliance with Laws. The Parties shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement, including, but not limited to, those laws requiring access to persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

M. Records. Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement and the TRCC Funds provided under this Agreement must be kept readily available for review by the County from time to time upon the County's request. Such records must be retained and maintained for a minimum of three (3) years after the end of a budget period. If questions still remain, such as those raised as a result of an audit, records must be retained until completion or resolution of any audit in process or pending resolution. Such records may be subject to the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 *et seq.*

N. Assignment and Transfer of Funds. City shall not assign or transfer its obligations under this Agreement nor its rights to the contribution under this Agreement without prior written consent from the County. City shall use the TRCC Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

O. Amendments. This Agreement may be amended, enlarged, modified, or altered only by an instrument in writing signed by both Parties. If the amendment or modification is

material, the instrument shall be: (i) approved by the governing bodies of the County and City, including the adoption of any necessary resolutions or ordinances by the County and City authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and City, respectively, (ii) executed by a duly authorized official of each of the Parties, (iii) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and executed by each respective attorney, and (iv) filed with the keeper of the records of each Party.

P. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement will remain operative and binding on the Parties.

Q. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

R. Warrant of Signing Authority. The person or persons signing this Agreement on behalf of City warrants his or her authority to do so and to bind City. The County may require City to return all TRCC Funds paid to City based upon a breach of warranty of authority.

S. Counterparts. This Agreement may be executed in counterparts, and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By **Erin Litvack** Digitally signed by Erin Litvack
Date: 2024.06.26 13:52:50
-06'00'
Mayor Jennifer Wilson or Designee

Dated: _____, 2024

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By **Robin B. Chalhoub** Digitally signed by Robin B.
Chalhoub
Date: 2024.06.13 09:45:36 -06'00'
Robin Chalhoub
Department Director

Dated: _____, 2024

Reviewed and Advised as to Form and Legality:

By **Craig J. Wangsgard** Digitally signed by
Craig J. Wangsgard
Date: 2024.03.08
12:40:35 -07'00'
Senior Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR CITY

MIDVALE CITY

DocuSigned by:
By Marcus Stevenson
C946B48D6B064ED...
Name: Marcus Stevenson
Title: Mayor
Dated: 6/11/2024, 2024



Attest:

DocuSigned by:
Rori Anderson
Rori Anderson
Date signed: 6/11/2024, City Recorder

Approved as to Form and Legality:

CITY ATTORNEY

DocuSigned by:
By Garrett Wilcox
A3B40D4A13734D1...
Name: Garrett Wilcox
Dated: 6/10/2024, 2024

EXHIBIT A
Application



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A ▲ ▼

Salt Lake County
Community Services
TRCC

TRCC 2023 Support Program Application (2024 County budget)

Deadline: 6/16/2023

Midvale City Midvale Art House CFSP

Jump to: [Application Questions](#) [Documents](#)

\$ 200,000.00 Requested

Submitted: 6/16/2023 12:10:53 PM (Pacific)

Project Contact

Aubrey Ruiz

mdahl@midvale.com

Tel: 8015677211

Additional Contacts

kandrus@midvale.com,

nrockwood@midvale.com, chill@midvale.com

Midvale City

7505 S Holden St
Midvale, UT 84047
United States

Telephone 801-567-7211

Fax
Web

City Manager

Matt Dahl

mdahl@midvale.com

Application Questions [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #12.

Project Overview

1. Please select your support program category:

Your project must fall under one of these categories to be considered for funding. Please refer to the TRCC Support Guidelines uploaded to the Resources section above for more information on each category.

- ☐ TOUR - Tourism Project Support
- ☐ PRT - Parks, Recreation and Trails Support
- ☒ CFSP - Cultural Facilities Support
- ☐ CON - Convention Facilities Support
- ☐ Other (Please contact the county if you select this option)

2. Please list the project address if it is different than your business address. If the addresses are the same, then write "n/a".

The Art House is located at 7697 S. Main Street and its accompanying parking lot is located at 681 W Center St., Midvale UT

3. Please provide an overview of your organization, including but not limited to history, programs, services offered, and audiences served.

Midvale City, formerly known as Bingham Junction, was established at an important railroad crossing and became a center of mining industries. From 1871 to 1987 several different companies operated a number of smelters, refineries, and mills just west of Main Street. As a result, the Main Street neighborhood became the thriving downtown of Midvale City. Since the height of Midvale's mining industry, the Main Street neighborhood has faced significant challenges. Main Street is no longer the commercial and social center of the city as it was incrementally isolated by the construction of I-15 and freight and

commuter railways. That is why in fulfilling its purpose within Midvale City the Redevelopment Agency formed the Main Street CDA in September of 2020 with the vision of restoring Midvale's Main Street to its former glory.

The main objectives outlined in the Main Street CDA are to promote development that enhances economic conditions and the quality of life to the residents around the Main Street area and to promote stimulated economic activity through arts and culture-based developments. The goals to help achieve these objectives include, create a sense of place, preserve, and enhance the existing historic character; enable and promote higher density development; support infill development; enhance arts and culture; and support and enhance community identity. To achieve these goals, it requires significant investment by the city and the various taxing entities who have entered interlocal agreements to provide the RDA with redevelopment funds. These funds will be prioritized to address critical parking needs and utility improvements which will allow for the redevelopment of blighted buildings and underutilized parcels. The RDA will also invest significant resources towards affordable housing and a revolving, low interest, small business loan program. These programs and incentives are aimed at bringing a vibrant mix of business to Main Street with a high focus on arts and culture.

In seeking to provide an anchor for activity along the street, Midvale City has recently renovated the inside of the old museum building into a creator's space, known as the Art House. This building will serve as a community space where 8 local artists and makers can rent subsidized studio space to create, display and sell artwork, host workshops and events, and foster a sense of community around Main Street. The exterior improvements will make the Art House more inclusive and accessible, creating a welcoming community center.

The outdoor space will expand opportunities for art creation and community gathering, inviting visitors to immerse themselves in the artists' creative processes. It will also provide a platform for learning new skills, elevating community engagement, and facilitating the exchange of ideas. By enhancing the outdoor area, the Main Street Art House will become a vibrant hub for creativity and social interaction in Midvale City.

4. Please provide us with your project summary.

This should be an overview of your project that explains its purpose and what it aims to accomplish (include who, what, when, where, cost). You will use the Project Details section below to provide specifics on how this will be accomplished.

Midvale City is requesting \$200,000 to renovate and enhance the Main Street Art House and to design and construct an adjacent city owned community parking lot to support the increased growth generated by the Art House. The Art House will serve as a hub for local artists and makers, providing subsidized studio space for 8 artists, art exhibitions, workshops, and community-building activities. By expanding and improving this space, along with providing the needed parking, this project will not only address the immediate needs of artists and of visiting community members but will also contribute to the larger vision of transforming Midvale's Main Street into a thriving arts and culture district along the Wasatch Front.

More specifically this project will involve the renovations of approximately 400 square feet of exterior space within the Main Street Art House to create a vibrant and functional area for various artistic activities. The outdoor space will expand opportunities for art creation and community gathering, inviting visitors to immerse themselves in the artists' creative processes. It will also provide a platform for learning new skills, elevating community engagement through workshops and community events, and facilitating the exchange of ideas. The renovation will focus on improving the aesthetics, functionality, and accessibility of the Art House, creating an inviting environment for both artists and the wider community.

Moreover, as part of the project, there are plans to develop a dedicated community parking lot on a 0.44 acre parcel adjacent to the Art House. Currently, the available parking in the Main Street area is nearing its capacity. Therefore, the success of the Art House and the overall street revitalization relies heavily on the design and creation of additional parking facilities, enabling community members to easily engage with the creative space. The design of the parking lot will prioritize functionality, safety, and aesthetics to seamlessly blend with the surrounding environment. Attention will be given to landscaping, lighting, and pedestrian pathways to create an inviting and harmonious space that aligns with the artistic ambiance of Main Street. The parking lot will accommodate around 40 to 50 parking spaces, effectively addressing the current limitations and providing increased accessibility for the artists and community to access to the Art House.

5. How does your project align with the specified TRCC support program category you selected in Question 1? For PRT and CFSP projects, please include alignment with the County's Visions and Principles.

Please refer to the TRCC Guidelines in the Resources tab above for a description of the program categories as well as the County's Visions and Principles.

This project aligns with Salt Lake County's vision to enable and enhance the development of local arts communities. By creating a usable outdoor space within the maker space, artists and creatives will have access to a vibrant and inspiring environment where they can collaborate, experiment, and showcase their work. This outdoor space, coupled with the additional parking, ensures convenient access for both artists and visitors to actively interact, fostering a strong sense of community and enabling the growth of local arts communities in the County.

This project demonstrates Salt Lake County's commitment to reflecting and addressing the current and future needs of communities throughout the County. By providing a dedicated outdoor area for artistic activities, the project increases access and equity for artists and arts organizations. This inclusive approach ensures that artists from all backgrounds and disciplines have equal opportunities to engage in creative work and contribute to the cultural fabric of the County. Furthermore, the maker space fosters spaces dedicated to creating and developing work, allowing artists to explore, experiment, and collaborate,

encouraging the development of new ideas and artistic expressions.

This project exemplifies Salt Lake County's commitment to valuing the needs of individual artists and non-profit arts organizations across all artistic disciplines. By providing a subsidized rate to creatives and artists and ensuring convenient parking, the maker space supports participation by both the artists and the community, further propelling the growth of artists in the area.

This project directly contributes to ensuring the vibrancy of arts and culture throughout Salt Lake County. By creating an inviting and dynamic environment for artistic activities and providing convenient parking options, the renovation project promotes cultural engagement and creative expression. The outdoor space will serve as a hub for artistic events, workshops, and performances, while the parking lot will facilitate easy access for artists and visitors, fostering a vibrant arts scene within the County. The open nature of the maker space encourages active participation, allowing residents and visitors to experience the creative process firsthand, further enriching the cultural landscape.

This project exemplifies Salt Lake County's commitment to utilizing cultural facilities as a tool for sustainable cultural and economic development. By providing a vibrant and engaging environment for artistic activities, the renovation project enhances the cultural landscape of the County, attracting residents and visitors alike. This, in turn, generates economic opportunities by fostering tourism, supporting local businesses, and stimulating the growth of the arts and cultural sector. The maker space, with its open and accessible nature, serves as a catalyst for creativity, contributing to the cultural and economic vitality of the County.

6. Provide evidence of local support and community need justifying this project.

Provide a list of local support and upload additional supporting documents to the Documents tab. These may include press coverage, feasibility study results, letters of support from community/donors/arts organizations in your area, etc.

The revitalization of Main Street is a project that has garnered strong support from various stakeholders within the community, as evidenced by Midvale City Council's commitment to making it a top priority. The city has already made significant investments and established the Main Street Community Development Area, demonstrating their dedication to this endeavor.

The Main Street Small area plan, which was developed based on recommendations, serves as a comprehensive guide for the revitalization efforts. The plan outlines key strategies and objectives to be pursued, ensuring a focused and well-coordinated approach to the project.

To facilitate the revitalization, the Redevelopment Agency of Midvale City (RDA) went to the taxing entities, including Midvale City, Salt Lake County, Canyons School District, Unified Fire Service Area, and the water districts. The RDA presented the vision for Midvale's Main Street along with its plan. All the taxing entities approached by the RDA voted to dedicate property tax increment to support the project. This clearly demonstrates that the revitalization of Midvale's Main Street is something that all the other taxing entities are invested in.

The city's adoption of a new form-based code further emphasizes their commitment to preserving and enhancing the historic aesthetic of Main Street. This code ensures that any new developments align with the desired look and feel, maintaining the street's unique character.

Recognizing the importance of housing and small businesses, the RDA plans to invest significant resources in affordable housing initiatives and establish a revolving, low-interest, small business loan program. These programs and incentives aim to attract a vibrant mix of businesses to Main Street, with a specific focus on promoting arts and culture.

The diverse support and community need for the Main Street revitalization project are evident through the City Council's commitment, the implementation of the Main Street Small area plan, the interlocal agreements for redevelopment funds, the adoption of a form-based code, and the investment in affordable housing and small business programs. These combined efforts illustrate the strong local backing and the substantial demand for this project, justifying the request for grant funding.

7. Provide evidence that your project is appropriately sized to the capacity and needs of your organization and the community. Please include attendance data.

Our project is appropriately sized to meet the capacity and needs of our organization and the community. With the ongoing redevelopment of the area and the decreasing number of vacancies, we anticipate that Main Street will soon be home to over 20 new local businesses. To complement this revitalization, the City, in collaboration with the Main Street Business Alliance, has been actively organizing various events to activate the street.

To date, our events have successfully attracted a significant number of attendees. For instance, the Main Street Mural Festival, Trick-or-Treat Main Street, and The Light Up Main Street holiday celebration each drew several thousand participants. These events have not only brought the community together but have also provided exposure and support to local businesses.

In addition, we are currently working with a landscape architect and the Utah Food Truck League to develop a plaza on the north end of Main Street. This plaza will accommodate more than seven food trucks and is expected to attract 500 to 1,000

residents to the area in just one night. This initiative will enhance the vibrancy of the street and contribute to the local economy.

To create an inclusive and dynamic environment, we aim to renovate the outdoor space and establish an open and accessible maker space. This maker space, along with the creation of a parking lot, will be pivotal in fostering a vibrant and inclusive art scene along the Wasatch Front. By encouraging active participation, we anticipate generating economic opportunities through increased tourism, support for local businesses, and growth in the arts and cultural sector.

Moreover, the maker space will serve as a catalyst for innovation and creativity, contributing to the overall cultural and economic vitality of Salt Lake County. We firmly believe that strategic investment in cultural facilities promotes the artistic expression of residents while fostering sustainable economic growth. The proposed project aligns with this vision and will undoubtedly contribute to the long-term development and prosperity of our community.

In conclusion, our project is well-suited to the current capacity and needs of our organization and the community. The anticipated growth of local businesses, the success of past events, and the planned development of the plaza and maker space demonstrate our commitment to creating a vibrant and inclusive environment. Through this project, we aim to stimulate economic opportunities, support local businesses, and foster the growth of the arts and cultural sector, thereby benefiting Salt Lake County as a whole.

8. Detail how the project is integral to your organization's mission.

Midvale's historical Main Street was once a vibrant and lively hub along the Wasatch Front, serving as a bustling commercial core for the state of Utah. However, the construction of I-15 and the 7200 S Interchange divided the city and led to an economic downturn in the area. Despite this decline, there is significant potential for new growth, making the revitalization of Main Street a top priority for Midvale's City Council.

The main objective in revitalizing the Main Street area is to create a vibrant, character-rich place that is unique to Midvale City and the Salt Lake Valley. To achieve this objective, The City has set several goals, including preserving and enhancing the existing historic character, promoting higher density development, supporting infill development, fostering arts and culture, and enhancing community identity. This comprehensive revitalization effort involves substantial investment from the City and various taxing entities, who have entered into interlocal agreements to provide redevelopment funds for the project. These funds are prioritized to address critical parking needs and utility improvements, enabling the redevelopment of blighted buildings and underutilized parcels. In addition, the redevelopment agency (RDA) will allocate significant resources to affordable housing initiatives and a revolving, low-interest, business loan program. These programs and incentives are designed to attract a vibrant mix of businesses to Main Street, with a strong emphasis on arts and culture.

The establishment of the Art House will play a vital role in the successful revitalization of the area. It will serve as an anchor for arts and cultural activities, attracting the necessary investments to create an enhanced and vibrant environment that would not otherwise be feasible through market forces alone. Moreover, the complete renovation of the Art House will provide a space for residents to come together, interact, and forge strong social bonds. The activities facilitated by the Art House will offer universal access to a public benefit, contributing directly to economic stability, community cohesion, and improved equal access to the arts.

By fostering a connection to the arts, the Art House will increase the attraction of the area, leading to new sales opportunities, businesses, employment prospects, and innovative solutions for inclusive economic growth. This asset will serve as a catalyst for positive change, bringing residents out of their homes and into a space that they can call their own.

In summary, the revitalization of Main Street and the establishment of the Art House are integral to our mission. They will create a vibrant sense of place, preserve the area's historical character, foster arts and culture, and enhance community identity. This project aligns with our goals of economic growth, community cohesion, and equal access to the arts, contributing to the shared prosperity of Midvale City and Salt Lake Valley.

9. The TRCC Support Program is a reimbursement grant. Describe in detail 1) how you plan to turn unsecured project funding sources into secured sources, AND 2) how you manage cash flow for the project.

You must demonstrate how you will have cash-in-hand to facilitate your project prior to reimbursement through the TRCC Support Program.

The Redevelopment Agency of Midvale City has three project areas. One of those, the Bingham Junction RDA, has a healthy fund balance. Although the Main Street CDA has not yet begun to collect tax increment revenue, the agency has already begun redevelopment initiatives within the area by borrowing funds from the Bingham Junction RDA. The Main Street CDA will be able to borrow the funds necessary for this project and repay the Bingham Junction RDA once it begins collecting tax increment revenue.

The total amount of property tax increment that the Main Street CDA can receive, however, is capped, thus limiting its total funding potential. The City is looking to stretch these funds as much as possible as many of these funds will be dedicated to infrastructure improvements and parking structures.

10. Document your ability to raise additional project funds.

The Redevelopment Agency of Midvale City has three project areas. One of those, the Bingham Junction RDA, has a healthy fund balance. Although the Main Street CDA has not yet begun to collect tax increment revenue, the agency has already begun redevelopment initiatives within the area by borrowing funds from the Bingham Junction RDA. The Main Street CDA will be able to borrow the funds necessary for this project and repay the Bingham Junction RDA once it begins collecting tax increment revenue.

Midvale City also plans to reach out to large businesses headquartered within the city, like Overstock, Savage, FLSchmidt, etc. and request sponsors to support community enhancement projects like the one we propose here.

11. Provide an analysis of the financial impact this project will have on your organization's future finances.

The proposed project, encompassing the renovation of the Main Street Art House and the creation of a community parking lot, holds significant financial implications for our organization's future projects. These renovations to the Art House serve as a vital component of the overall revitalization strategy for the Main Street area, which currently suffers from over 15 vacant properties and a decline in growth.

By investing in the renovation of the Art House, we aim to transform it into a dynamic and attractive community space that will serve as a catalyst for economic growth and cultural revitalization. The enhanced facilities, including additional studio spaces and exhibition areas, will not only attract more artists but also appeal to a broader audience, including visitors and art enthusiasts from neighboring communities. Although the improvements will not directly increase the tax revenues to the city or redevelopment agency, because the Art House is owned by the Redevelopment Agency of Midvale City, a tax-exempt entity, the improvements will catalyze development of the area. The area has already begun to see developers and business owners make improvements to their land and buildings. This is due, in part, to the city and agency's efforts to improve the area. The developers and business owners see that they will not be going it alone in the area, that the city and agency are there as partners to improve the area with them.

The revitalization of the Main Street area and the growth of an arts and culture district will have a positive financial impact on the Main Street Area. The renovated Art House, with its expanded capacity and improved amenities, will attract more artists seeking subsidized studio space, who will play a key role of engaging the community in the creative process. Additionally, the expanded useable space will provide opportunities hosting workshops, events, and community gathering, bringing with it an increased attraction to the Main Street area and the small businesses who occupy the area. The realization of the Main Street CDA plan and budget will double the taxable value of the Main Street area.

Moreover, the creation of a dedicated parking lot adjacent to the Art House will address the current parking limitations, making it easier for visitors and patrons to access the Art House and participate in its activities. This improved accessibility will contribute to increased foot traffic, benefiting local businesses and further enhancing the economic viability of the Main Street area.

Project Details

12. Please specify type of funding you are requesting

The questions numbers below will change depending on your selection for this question.

- ☐ Consulting Funding
- ☒ Capital Funding
- ☐ Tourism Promotion Funding

13. Type of consulting services

-answer not presented because of the answer to #12-

14. Goals and objectives of consulting services

-answer not presented because of the answer to #12-

15. Scope of Work, including expected deliverable and timeline

-answer not presented because of the answer to #12-

16. Payment schedule for the work and expenses.

-answer not presented because of the answer to #12-

17. Describe the current facility and specify if it is owned or leased.

Please also upload the deed or contract to purchase property or lease agreement (can be executed or pending) to the Documents tab.

The Art House and the accompanying parking lot are both owned by The Redevelopment Agency, a subsidiary of Midvale City.

18. Scope of Work, including expected deliverable and timeline

Within your answer to this question, please provide all relevant details that will help reviewers better understand HOW you will complete your project. Please include projected start and completion dates.

Timeline:

Preparatory Phase (Months 1-2):

Project planning and Bid Process

Detailed assessment, design, and planning of the renovation, including the design of the parking lot

Renovation and Construction Phase (Months 3-7):

Execution of renovation plans for the 400 sq ft exterior space

Construction of the thoughtfully designed parking lot, incorporating landscaping, lighting, and pedestrian pathways

Completion and Launch Phase (Months 8-9):

Final touches, furnishing, and installations

Launch event to showcase the renovated Art House and parking lot

Commencement of artistic activities, workshops, and events

Scope of Work:

Parking Lot Expansion-

Design and engineering work

Milling Ex. Asphalt

Shallow Excavation

Saw acutting

Road base

Asphalt Paving

Exterior Space of Art House-

Design and engineering services

Demo and Removal of existing materials and grade for new concrete pad

Installation of new concrete pad

Installation of fencing around outdoor space

Installation of shade structure

Installation of outdoor furniture and plantings

19. Describe in detail how you will fund future capital maintenance and operating expenses. Include a five-year expense forecast and a long term maintenance budget plan.

If needed, budget plan may be uploaded to the Documents tab.

The Main Street Art House is committed to ensuring the long-term financial sustainability of the organization while maintaining the building and covering operating expenses. To achieve this, we have developed a comprehensive plan that includes a five-year expense forecast and a long-term maintenance budget.

Funding for the Art House's capital maintenance and operating expenses will primarily come from revenue generated through various sources. These sources include studio space rental fees, workshop fees, and a 20% commission on art sales. By leveraging these income streams, we will be able to cover the costs associated with the building's maintenance and ensure its continued operation.

To provide a clear projection of expenses and demonstrate financial planning, we have prepared a five-year expense forecast. This forecast includes a detailed breakdown of anticipated expenses, such as utilities, repairs, insurance, marketing, and administrative costs. It also considers potential increases in costs due to inflation or other factors that may impact the budget over time. By closely monitoring and adjusting our financial plan based on the forecast, we aim to maintain a balanced budget and secure the necessary funds for ongoing operations.

In terms of long-term maintenance, as the property is owned by the RDA (Redevelopment Agency) and operated by the Main Street Art House, the responsibility for building maintenance lies with the City's building maintenance department. The City's General Fund has historically and will continue to include provisions for the maintenance of city-owned properties, including the Art House. Therefore, any future, ongoing maintenance requirements will be addressed and funded by the City.

By collaborating with the City's public works department and utilizing the funds allocated in the General Fund for facility and parking lot maintenance, we ensure that the Main Street Art House's building and accompanying parking lot will receive the necessary upkeep and remain open to the public. This partnership allows us to focus on our core mission of promoting and supporting local artists while relying on the City's expertise and resources for building maintenance.

Overall, our funding strategy for future capital maintenance and operating expenses revolves around generating revenue through studio space rentals, workshop fees, and art sales commissions. With the City's commitment to maintaining the

building and its inclusion in the General Fund, we can ensure the long-term viability and accessibility of the Art House and the Main Street Area for the benefit of the community.

20. Provide project management information including key personnel and their experience.

Nate Rockwood has 13 years of federal, state, and local grant experience working as the Budget, Debt & Grants Director, and the Redevelopment Director of Park City Municipal Corporation. Nate has managed multiple federal grants from the EPA, FTA, USDA, DOJ, and other agencies including CDBG funding. He has extensive training in grant management. He has extensive experience with the Park City Main Street development and business community. He was the creator and project lead of the Park City Arts and Culture District, working to develop an arts and culture hub for the City with the Kimball Art Center and Sundance Institute as joint development partners. The Arts District will be the location of the new Kimball Art Center and Sundance Institute headquarters and will include affordable housing, artist maker spaces, community plaza spaces and theater, a transportation hub and culinary arts center & food hall. Nate has degrees in History and Sociology from San Jose State University and an MPA from BYU with emphasis in public finance and state and local government management.

Kate Andrus has over 3 years of experience working for local governments and over 5 years of experience in grant writing, program development and management. Having been an AmeriCorps Vista, Peace Corps volunteer and a recent graduate with her MSc in International Development, Kate has gained extensive education and experience in fostering plans for comprehensive program development and management, ranging from assessing, tracking, and documenting community needs

Cody Hill has 9 years of experience working for and with local governments in areas of community development, long-term sustainability planning, and economic development. He worked for a municipal consulting firm for five years, Lewis Young Robertson & Burningham, as an analyst. While there, he helped cities apply for grants and supported community and economic development efforts.

21. OPTIONAL: Architectural information including site plan, space program, and schematic design.

Please upload above mentioned architectural documents to the Documents tab. If you do not have a response to this question, please put 'N/A' in the text field.

N/A

22. Construction information including: construction cost estimate from a qualified professional, master construction budget, LEED planning (if applicable), and contingency plans for cost overruns.

Please also upload above mentioned construction information documents to the Documents tab.

Main Street CDA funds will provide sufficient cash flow to cover any costs that go above the current project budget

The CDA is capped and has limited funds. The RDA is looking to stretch these funds as much as possible as many of these funds will be dedicated to infrastructure improvements and parking structures.

23. Type of tourism promotion services

N/A

24. Goals and objectives of tourism promotion services

-answer not presented because of the answer to #12-

25. Scope of Work, including expected deliverable and timeline

-answer not presented because of the answer to #12-

26. Payment schedule for the promotional work and expenses

-answer not presented because of the answer to #12-

Documents [top](#)

Documents Requested *

REQUIRED: TRCC Project Budget Worksheet (use provided template; also available in Resources section above)

[download template](#)

REQUIRED: ORGANIZATIONAL BUDGET: Attach three years of your organization's budget to this application, including your current budget year. If submitting a municipal budget, please include relevant sections, not the entire budget

Required? Attached Documents *



[TRCC Budget Worksheet- Art House](#)



[Main Street CDA Budget](#)

[FY 2023 RDA Budget](#)

[FY 2022 RDA Budget](#)

[FY 2021 RDA Budget](#)

REQUIRED: Evidence of local support and community need (may include feasibility study results if applicable, press coverage, support letters from community members and arts & cultural organizations in your area, etc) (Q6)

OPTIONAL: Attendance data and evidence of appropriate project size/need (Q7)

CONSULTING PROJECTS (REQUIRED): Detailed consultant project budget by a qualified professional (Q16)

CAPITAL PROJECTS (REQUIRED): Deed or contract to purchase property or lease agreement either executed or pending agreement (Q18)

CAPITAL PROJECTS (OPTIONAL): Budget plan for future maintenance and operating expenses (Q20)

CAPITAL PROJECTS (OPTIONAL): Architectural documents (may include site plan, space program, schematic design) (Q22)

CAPITOL PROJECTS (REQUIRED): Construction information documents, construction cost estimate by a qualified professional, master construction budget by a qualified professional. (Q23)

TOURISM PROMOTION (REQUIRED): Detailed project budget



[Art House Program Summary](#)

[Art and Culture Feasibility Study](#)

[LOS from SLCO](#)

[LOS from Midvale Mayor](#)

[Art House 5 Year Plan](#)

[Quote for Outdoor Concrete Pad](#)

[Quote for fencing](#)

[Quote for Parking Lot From City Engineer](#)

* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 443127

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7505 South Holden Street
Midvale, Utah 84047
Phone (801) 567-7200
www.midvalecity.org

August 18, 2023

To Whom it May Concern,

After careful deliberation, discussions with Salt Lake County Staff, and a comprehensive review of the goals and guidelines of the grant program, we have decided to refine our project focus with regards to our application for the TRCC grant. While our initial proposal encompassed both exterior renovations to expand the Art House as well as the construction of an associated parking lot, we have determined that the parking lot portion of the project does not meet the eligibility criteria outlined by the grant program.

However, we firmly believe that the expansion of the Art House aligns seamlessly with the objectives and guidelines set forth by the TRCC grant program. The expanded Art House will serve as a hub for fostering artistic expression, community engagement, and creative learning opportunities. This renovation will create an environment that not only enhances the aesthetic appeal and functionality of the Art House but also expands the square footage of the Art House, allowing for additional platforms for local artists and the broader community to connect, collaborate, and immerse themselves in the world of art.

In light of this scope refinement, we have also updated our project budget sheet to reflect the revised expenses.

We deeply appreciate the guidance and support that County Staff has provided throughout this process. Their insights have been invaluable in helping us shape a project that not only adheres to the grant program's criteria but also resonates with the needs and aspirations of our community.

Please feel free to reach out if you have any questions or require further clarification regarding this reduction in scope or our updated budget. We look forward to hearing from you soon.

Thank you for your understanding and continued support.

Sincerely,

Kate Andrus

Kate Andrus
Redevelopment Agency of Midvale City

EXHIBIT B
Program Budget



TRCC Project Budget Worksheet

Project Summary:	
Total Project Budget	\$ 47,300.00
Total Funding Sources	\$ 6,500.00
TRCC Funding Requested	\$ 40,800.00
Projected Surplus/(Deficit)	\$ -

Date Prepared:	08/28/2023
Organization Name:	Midvale City
Project Name:	Midvale Art House
Contact Name:	Kate Andrus
Contact Email:	kandrus@midvale.com

Project Budget:

	Projected Cost	Detail
Construction/Contractor	\$ 40,500.00	Construction and Matieral costs for outdoor renovations to Art House
Consultants/Professional Services	\$ 2,500.00	Design and engineering fees for outdoor renovations to Art House
Permits/Fees		
Equipment > \$5,000		
Administrative Overhead		
Contingency	\$ 4,300.00	10% Contingency
Other		
Total Project Budget	\$ 47,300.00	

Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand	\$ 6,500.00		\$ 6,500.00	
Pledges			\$ -	
Grants (excludes TRCC request)			\$ -	
In-Kind Donation			\$ -	
Capital Reserve			\$ -	
Debt Issuance			\$ -	
Other			\$ -	
Total Funding Sources	\$ 6,500.00	\$ -	\$ 6,500.00	



CONTRACT NO: 2024-128
(RECORDER ONLY)

CONTRACT APPROVAL COVER SHEET

Contract Title: Interlocal Agreement – Art House

Approval Signatures Required:

Contract Analyst:	DocuSigned by: <u>Melissa Strasburg</u>	Date:	<u>6/10/2024</u>
City Attorney's Office:	DocuSigned by: <u>Garrett Wikoy</u> A3B40D4A13734D1...	Date:	<u>6/10/2024</u>
Department Head:	DocuSigned by: <u>Adam Olsen</u>	Date:	<u>6/10/2024</u>
City Manager:	DocuSigned by: <u>Matt Dahl</u> 886E05BB3D05476...	Date:	<u>6/11/2024</u>

Requesting Department: RDA
 City Contact Name: Kate Andrus
 Project/Contract Name: Art House TRCC Funds Grant
 Budget Amount: \$6,500 RDA Contribution/\$40,800.00 GRANT to the City

Bid Information:

Bid Type: n/a
 Bid Exception: n/a
 (i.e: Sole Source, Professional Services, etc.)
 Bid/Exception Date: n/a

☐ Bid Selection Scoring Sheet/Bid Exception Approval Attached (If Required)

Council Approval Date: June 4, 2024 Resolution No. 2024-R-30

Party/Vendor Information:

Name: Salt Lake County
 Contact: _____
 Telephone: _____
 Email: _____
 Purpose: _____
 Begin Date: _____
 Termination Date: June 30, 2025
 Renewal Option: none
 Other Documents Required: none
 Due Date: _____

Vendor Signature:

The Party/Vendor needs to execute the contract before the City. What method will they be using?

☐ Physical Signature ☐ City DocuSign ☐ Other: _____

DocuSign Signer Name (If Applicable): _____

DocuSign Signer Email Address (If Applicable): _____

Required Documents:

If your contract requires certain documents before it can be executed, please check the boxes next to the required documents and attach them with your contract for review.

☐ Certificate of Insurance ☐ Status Verification Certificate ☐ Boycott Affidavit
☐ Performance Bond ☐ Payment Bond ☐ Other: _____

CONTRACT APPROVAL COVER SHEET
Page 2

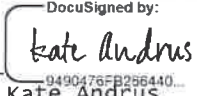
RECORDER ONLY

DATE RECEIVED: 6/2/2024

DATE SCANNED TO ONBASE: 6/12/2024 INDEX: Recorder Contracts/Agreements

APPLICANT CERTIFICATION:

I certify that I have read and understand the terms of this draft agreement and have met all procurement requirements. I certify that I have appropriate authority to submit this draft agreement on behalf of my department. I certify that the draft agreement is complete and includes all exhibits, attachments, and pages. I certify that all of the documents required for execution of the contract are attached, and I have reviewed them to confirm that they meet the requirements of the agreement.

Signed:  6/10/2024
Name: Kate Andrus
Title: RDA Program Manager

**MIDVALE CITY, UTAH
RESOLUTION NO. 2024-R-30**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL
AGREEMENT BETWEEN MIDVALE CITY AND SALT LAKE COUNTY**

WHEREAS, in July 2023, Midvale City (the City) applied for and secured funding in the amount of \$40,800 from the Salt Lake County Tourism, Recreation, Culture and Convention (TRCC) Support Program to enhance the Main Street Art House; and

WHEREAS, Salt Lake County approved the City's application for funding and awarded Midvale City \$40,800 for the renovation of the Main Street Art House's rear exterior

WHEREAS, The Grant requires a matching fund contribution from Midvale City in the amount of \$6,500

WHEREAS, Salt Lake County has prepared an Interlocal Agreement (Agreement) for the administration of the TRCC Support Program.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council authorizes the Mayor to sign the Interlocal Cooperation Agreement regarding the TRCC Support Program between Midvale City and Salt Lake County attached to this Resolution as Exhibit A.

PASSED AND ADOPTED this 24th day of June, 2024.



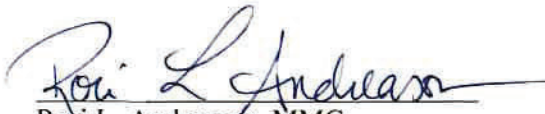


Marcus Stevenson,
Mayor



Matt Dahl
City Manager

ATTEST:



Rori L. Andreason, MMC
City Recorder

Voting by the Council: "Aye" "Nay"

Bonnie Billings	☒	☐
Paul Glover	☒	☐
Heidi Robinson	☒	☐
Bryant Brown	☒	☐
Dustin Gettel	☒	☐