



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

**REDEVELOPMENT AGENCY OF MIDVALE CITY
MEETING AGENDA
November 12, 2024**

Public Notice Is Hereby Given that the **Redevelopment Agency of Midvale City** will hold an electronic and in-person meeting on **November 12, 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 at Midvale.Utah.gov/PublicComment by 5:00 p.m. on November 11, 2024.**

The meeting will be broadcast on **YouTube (Midvale.Utah.gov/YouTube)**

6:00 p.m. 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 their 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. Resident 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 October 15, 2024 - ***[Rori Andreason, HR Director/City Recorder]***

IV. ACTION ITEMS

A. Consider **Resolution No. 2024-27RDA** Approving the Affordable Housing Incentive Agreement, Deed of Trust, Finance Agreement, Right of First Refusal, and Environmental Indemnity Agreement with BlackPine LLC, and Midvale Main Partners, LLC, for the West Main Mixed-Use Development at 7592 South Main Street, Midvale, as part of the Main Street Upper Floor Housing Initiative. — ***[Meggie Troili, RDA Project Manager]***

- B. Consider **Resolution No. 2024-28RDA** Consent to Enter into a Three-Year contract with Craft Lake City to Produce the Annual LetterWest Conference. — **[Meggie Troili, RDA Project Manager]**
- C. Consider **Resolution No. 2024-29RDA** Consent to Enter Into a Pass-Through Agreement with Midvale City for Community Development Block Grant Funding to Support the Redevelopment Agency’s Home Repair Loan Program. — **[Meggie Troili, RDA Project Manager]**
- D. Consider **Resolution No. 2024-30RDA** Consent to the Second Amendment to the First Amended and Restated Moderate Income Housing Program Administration Service Agreement with NeighborWorks Salt Lake. — **[Meggie Troili, RDA Project Manager]**
- E. Consider **Resolution No. 2024-31RDA** approving the term sheet between the Redevelopment Agency of Midvale City and, JM5 LLC, C/O Micheal Ferro and Jake Coppinga for participation in the Main Street Façade Improvement Program — **[Kate Andrus, RDA Program Manager]**
- F. Consider **Resolution No. 2024-32RDA** approving the Term Sheet Between the Redevelopment Agency of Midvale City and Hive Holdings Group LLC for Participation in the Main Street Façade Improvement Program — **[Kate Andrus, RDA Program Manager]**
- G. Consider **Resolution No. 2024-33RDA** approving a Right of First Refusal Agreement between the Redevelopment Agency of Midvale City and Hive Holdings Group, LLC for the Property Located at 7711 S Main Street, Midvale Ut 84048 — **[Nate Rockwood, Assistant City 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;
- 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

Redevelopment Agency Board Meeting
November 12, 2024

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

The agenda was 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 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: November 7, 2024

**Rori L. Andreason, MMC
H.R. Director/City Recorder**



REDEVELOPMENT AGENCY MEETING

Minutes

Tuesday October 15, 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: Matt Dahl, City Manager; Nate Rockwood, Assistant City Manager; Rori Andreason, City Recorder; Charlie Cressall, Deputy City Recorder; Garrett Wilcox, City Attorney; Mariah Hill, Administrative Services Director; Adam Olsen, Community Development Director; Laura Magness, Communications Director; Glen Kennedy, Public Works Director; Meggie Troili, RDA Project Manager; Wendelin Knobloch, Planning Director; Chief April Morse, UPD; and Joshua Short, Jr. Network Administrator.

Chair Stevenson called the meeting to order at 7:23 p.m.

I. GENERAL BUSINESS

A. Welcome and 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

There was no one who desired to speak.

III. CONSENT AGENDA

A. Consider Minutes of September 17, 2024

MOTION: Board Member Paul Glover **MOVED** to approve the consent agenda. The motion was **SECONDED** by Board Member Dustin Gettel. 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 Excused

Board Member Heidi Robinson Aye
The motion passed unanimously.

IV. DISCUSSION ITEM

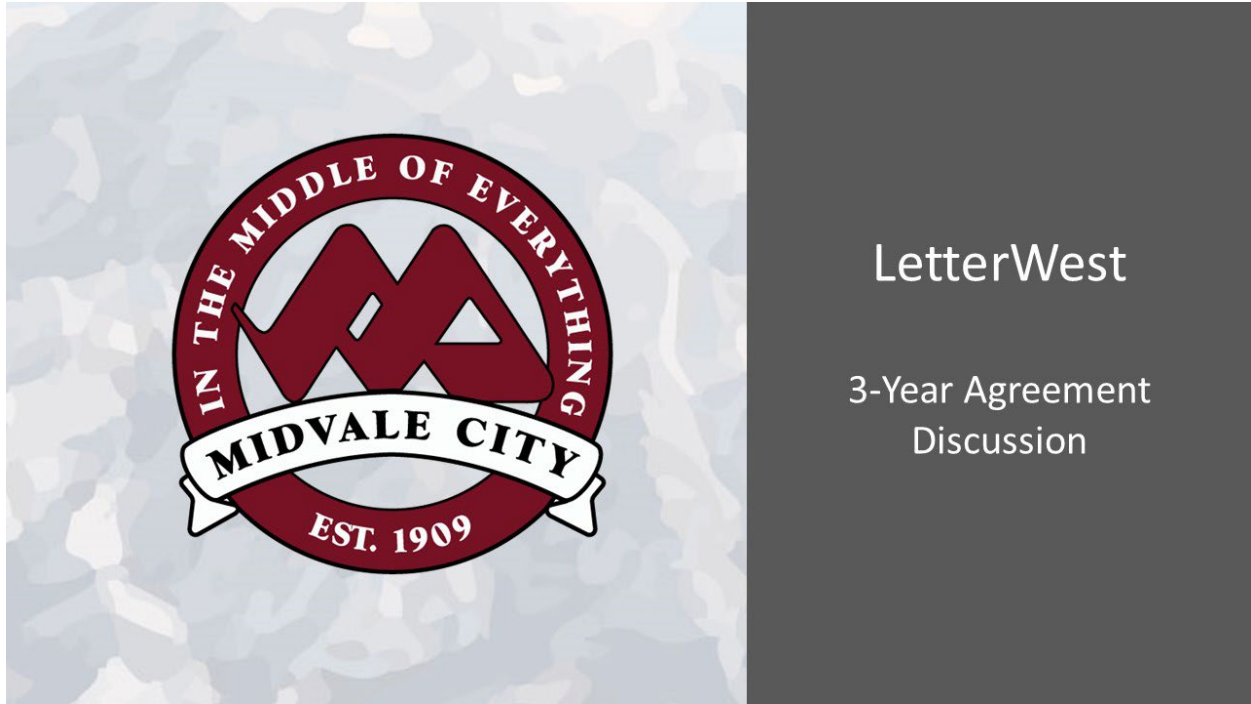
A. Consider *Resolution No. 2024-28RDA* Consideration of a three-year contract with Craft Lake City to Produce the Annual LetterWest Conference.

Meggie Troili said on November 13, 2023, the Redevelopment Agency of Midvale City (the “Agency”) entered into a service agreement with Craft Lake City (the “Contractor”) to produce the third annual LetterWest conference within the Midvale Main Arts & Culture District. This one-day conference took place on March 2, 2024, and based on its success, as described in the conference recap and evaluation report **Exhibit “A”**, the Agency desires to continue its relationship with the Contractor to produce LetterWest over the next three (3) years.

The Agency seeks to enter a three-year agreement **Exhibit “B”**, with the Contractor to produce LetterWest for the price of \$55,000 per year totaling \$165,000 over (3) years. The Agency has budgeted for the conference within the Main Street Community Development Area 2025 fiscal year budget. The funded project will require the Contractor plan, coordinate, and report on all activities including spending associated with producing LetterWest.

In Spring 2025 the 5th Annual LetterWest will increase from a one-day to a two-day conference to be held on Friday March 14th and Saturday March 15th and will include a night market. Through these multi-day conferences, LetterWest will offer workshops, demonstrations, networking opportunities, and community activities fostering community engagement and leaving a lasting impact on Midvale's cultural and economic landscape within the Midvale Main Arts & Culture District.

FISCAL IMPACT: \$55,000 annually totaling \$165,000 over three years.



Discussion regarding proposed three-year contract with Craft Lake City to produce the annual LetterWest conference.

Discussion

| LetterWest 2024 | LetterWest 2025-2027 |
|------------------------------|-------------------------------------|
| 1-day event | 2-day event |
| Community Activity | Community Activity + Night Market |
| Workshops & Keynote Speakers | Longer Workshops + Keynote Speakers |
| Total RDA Funding = \$35,000 | Proposed RDA Funding = \$55,000 |

Discussion



**FOR PEOPLE WHO
LOVE HAND LETTERING!**

MARCH 14—15, 2025 ————— MAIN STREET, MIDVALE, UTAH

Discussion regarding proposed three-year contract with Craft Lake City to produce the annual LetterWest conference.

Board Member Heidi Robinson asked what the estimated attendance of last year's conference was.

Meggie Troili said there were about 100 artists.

Chair Stevenson said the weather was bad that day, and there were more attendees from outside Utah. He said he was amazed that attendees came from around the world. He said he spoke to people that flew to Utah from Australia and the UK just for this conference.

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;
- 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

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 adjourned at 7:30 p.m.

Rori L. Andreason, MMC
City Recorder

Approved this November 12, 2024.



REDEVELOPMENT AGENCY OF MIDVALE CITY

Meeting Date: November 12, 2024

ITEM TYPE: Action Item

SUBJECT: Consider **Resolution No. 2024-27RDA** Approving the Affordable Housing Incentive Agreement, Deed Restriction, Disbursement Agreement, and other Related Agreements, with BlackPine LLC. and Midvale Main Partners, LLC. for the West Main Mixed-Use Development at 7592 South Main Street, Midvale, as Part of the Main Street Upper Floor Housing Initiative.

SUBMITTED BY: Meggie Troili, RDA Project Manager

SUMMARY:

Midvale Main Partners, LLC, and BlackPine LLC, (Applicants) applied for an affordable housing incentive through the Main Street Upper Floor Housing Initiative (Initiative). The Applicants were pre-approved through **Resolution No. 2024-27RDA** to include affordable housing within the West Main mixed-use development (Project) located at 7592 Main Street, Midvale. The initial application and subsequent documentation from the Applicants have been thoroughly reviewed and the project is recommended for funding by a committee comprised of Agency and City staff.

The Main Street Upper Floor Housing Initiative (the "Initiative") was approved by the Redevelopment Agency (the "Agency") 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 for households who fall at or below 80% AMI.

Terms of the Agreements:

- The total cost of the West Main Project is approximately \$19,316,160.
- The Applicants requested an incentive amount of \$6,254,275, covering 50% of the development costs for (50) fifty of the (66) sixty-six total residential units in the Project.
- This funding will ensure all (50) fifty of the one-bedroom units are designated affordable as part of the Initiative.
- The affordable units will be available for a term of 20 years to households with annual incomes at or below 60% of the Area Median Income (AMI), based on Salt Lake County's AMI levels, as defined by the Department of Housing and Urban Development (HUD).
- Qualifying households will be eligible to pay rental rates that are reduced to 60% of the market rates within Salt Lake County, as revised by HUD annually.
- All (50) units will be subject to deed restrictions, held by the Agency, as part of the Incentive agreement.

- The Agency will have a Right of First Refusal if the Applicants choose to sell the Project.
- The Disbursement Agreement, a four-party agreement between Midvale Main Partners, BlackPine, Zions Bank and the RDA, identifies the funding sources, specifies the total amount, and outlines the order in which the funds will be used.

FISCAL IMPACT: \$6,254,275 from the Agency's Affordable Housing Fund

STAFF RECOMMENDATION: Agency staff recommends the passing of **Resolution No. 2024-27RDA** Approving the Affordable Housing Incentive Agreement, Deed Restriction, Disbursement Agreement, and other Related Agreements, with BlackPine LLC. and Midvale Main Partners, LLC. for the West Main Mixed-Use Development at 7592 South Main Street, Midvale, as Part of the Main Street Upper Floor Housing Initiative.

RECOMMENDED MOTION: "I move that we pass **Resolution No. 2024-27RDA** Approving the Affordable Housing Incentive Agreement, Deed Restriction, Disbursement Agreement, and other Related Agreements, with BlackPine LLC. and Midvale Main Partners, LLC. for the West Main Mixed-Use Development at 7592 South Main Street, Midvale, as Part of the Main Street Upper Floor Housing Initiative."

Attachments:

- Resolution No. 2024-27RDA
- Affordable Housing Incentive Agreement
- Environmental Indemnity Agreement

Additional Documents for Reference

- Unconditional Guaranty of Completion
- UCC Financing Statement
- Trust Deed with Assignments of Rent
- Promissory Notes

**THE REDEVELOPMENT AGENCY OF MIDVALE CITY, UTAH
RESOLUTION NO. 2024-27RDA**

A RESOLUTION APPROVING THE AFFORDABLE HOUSING INCENTIVE AGREEMENT, DEED RESTRICTION, DISBURSEMENT AGREEMENT, AND OTHER RELATED AGREEMENTS, WITH BLACK PINE LLC. AND MIDVALE MAIN PARTNERS LLC. FOR THE WEST MAIN MIXED-USE DEVELOPMENT AT 7592 SOUTH MAIN STREET, MIDVALE, AS PART OF THE MAIN STREET UPPER FLOOR HOUSING INITIATIVE

WHEREAS, MIDVALE MAIN PARTNERS, LLC, and BLACKPINE LLC, (the “Applicants”) both Utah limited liability companies, applied for an affordable housing incentive through the Main Street Upper Floor Housing Initiative (the “Initiative”); and

WHEREAS, the application was pre-approved through **Resolution No. 2024-27RDA** to include affordable housing within the West Main (the “Project”) mixed-use development located at 7592 Main Street, Midvale; and

WHEREAS, the initial application and subsequent documentation from the Applicants have been thoroughly reviewed and the project recommended for funding by a committee comprised of Agency and City staff; and

WHEREAS, the total cost of the West Main Project is estimated to be \$19,316,160; and

WHEREAS, the Applicants requested an incentive of \$6,254,275 to cover 50% of the development costs associated with fifty (50) of the Project’s sixty-six (66) total residential units; and

WHEREAS, this funding will ensure all fifty (50) one-bedroom units are designated affordable as part of the Initiative; and

WHEREAS, these housing units will be available for a term of 20 years to households whose annual income falls at or below 60% of the Area Median Income (“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 (“HUD”); and

WHEREAS, qualifying households will be eligible to pay rental rates that are reduced to 60% of the market rates within Salt Lake County, as revised by HUD annually; and

WHEREAS, these units will be subject to deed restrictions, held by the Agency, as part of the Affordable Housing Incentive Agreement; and

WHEREAS, the Agency will have a Right of First Refusal if the Applicants choose to sell the Project; and

WHEREAS, the Disbursement Agreement, a four-party agreement between Midvale Main Partners, BlackPine, Zions Bank and the RDA, identifies the funding sources, specifies the total amount, and outlines the order in which the funds will be used; and

NOW THEREFORE, BE IT RESOLVED, that based on the foregoing, the Redevelopment Agency of Midvale City Board approves this Resolution and authorizes the Chief Executive Officer to Sign the Approving the Affordable Housing Incentive Agreement, Deed Restriction, Disbursement Agreement, and other related Agreements, with BlackPine LLC. and Midvale Main Partners, LLC. for the West Main Mixed-Use Development at 7592 South Main Street, Midvale, as part of the Main Street Upper Floor Housing Initiative.

PASSED AND APPROVED this 1st day of November 12, 2024.

By: _____
Marcus Stevenson, Chief Administrative Officer

By: _____
Matt Dahl, Executive Director

ATTEST:

Rori L. Andreason, MMC
City Recorder

| Voting by the RDA Board | “Aye” | “Nay” |
|-------------------------|-------|-------|
| Dustin Gettel | _____ | _____ |
| Paul Glover | _____ | _____ |
| Bonnie Billings | _____ | _____ |
| Heidi Robinson | _____ | _____ |
| Bryant Brown | _____ | _____ |

**MAIN STREET UPPER FLOOR HOUSING INITIATIVE INCENTIVE AGREEMENT
BETWEEN REDEVELOPMENT AGENCY OF MIDVALE CITY, MIDVALE MAIN
PARTNERS, LLC, AND BLACK PINE LLC**

This Main Street Upper Floor Housing Initiative Incentive Agreement (“Incentive Agreement”) is made and entered into as of the _____ day of _____, 2024, by and between the **REDEVELOPMENT AGENCY OF MIDVALE CITY**, a public body (the “Agency”), and **BLACKPINE, LLC**, a Utah limited liability company, (the “Developer”) and **MIDVALE MAIN PARTNERS, LLC**, a Utah limited liability company, (the “Owner”). Agency, Owner, and Developer are referred to individually as a “Party” and collectively as “Parties” to this Incentive Agreement.

WHEREAS, Midvale City created the Main Street Upper Floor Housing Initiative by Resolution No. 2021-09RDA dated June 1, 2021(the “Initiative”); and

WHEREAS, Owner/Developer subsequently applied for funding under the Initiative; and

WHEREAS, on August 6, 2024, the Agency issued a letter of pre-approval of Developer’s application for funding under the Initiative of **\$6,254,275.00** (the “Incentive Funding”) pursuant to Resolution No. 2024-21RDA; and

WHEREAS, Agency’s pre-approval of Developer’s Project describes the subsequent steps required by the Initiative, including entering into the RDA Agreements, which provide for, among other terms, disbursement schedules, reporting requirements, collateral and liens, leases, financing, deed restrictions, and pre-closing conditions; and

WHEREAS, this Incentive Agreement, together with the Deed Restriction, Right of First Refusal Agreement Deed of Trust with Assignment of RentsUCC-1 Financing Statement, Environmental Agreement and Unconditional Guaranty of Completion and Performance, comprise (the “RDA Agreements”); and

WHEREAS, the RDA Agreements set forth the terms by which Owner/Developer would develop a building located at 7598 S. Main Street, Midvale, Utah, as further described in **Exhibit “A”** attached hereto and incorporated herein, **(the “Property”)** with sixty-six (66) total residential units, fifty (50) of which will be one-bedroom units designated as affordable housing, seven (7) of which shall be one-bedroom units designated as market rate housing, four (4) of which shall be studio units designated as market rate housing, and five (5) of which will be two (2) bedroom apartment units designated as market rate housing, as described throughout the RDA Agreements, (the “Project”); and

WHEREAS, in addition to the RDA Agreements, the Agency is securing its Initiative Funding of \$6,254,275.00 with a Trust Deed on four additional properties unrelated to the Project, which properties are described in **Exhibit “B”** attached hereto and incorporated herein (the “**Collateral Properties**”).

WHEREAS, Agency, Owner, and Developer desire to enter into this Incentive Agreement to satisfy certain requirements of the Initiative.

NOW, THEREFORE, the Parties hereby agree as follows:

Section 1: Incentive Agreement

1.1 Incentive Amount.

(a) Agency agrees to provide a financial incentive to Owner/Developer of **\$6,254,275.00** (the Incentive Funding) pursuant to the terms and conditions of this Incentive Agreement, the RDA Agreements, and the goals of the Initiative.

(b) Agency acknowledges that Owner lender is conditioning the financing of the balance of Project costs on lender's approval of this Incentive Agreement; that any changes to this Incentive Agreement required by Owner's lender shall be negotiated in good faith; and that Agency's agreement to any required changes shall not be unreasonably withheld, provided; however, Agency has secured its Initiative Funding with Trust Deeds on four properties that are unrelated to the Project or the Property and that Owner and Owner's lender understand and agree that any changes to such documents may be made without the approval of Owner's lender.

Section 2: Conditions of Disbursement of Incentive Funding.

2.1 Approval of Deed Restriction.

(a) Owner agrees that each of the fifty (50) one-bedroom units designated as affordable housing within the Project shall be leased subject to a deed restriction (the "Deed Restriction"), substantively in the form attached hereto as **Exhibit "C"** and incorporated herein, and that no change to the Deed Restriction may be made without the approval of the Agency in the Agency's sole discretion.

(b) The term of the Deed Restriction shall be for twenty (20) years, unless extended pursuant to the terms thereof, and shall commence on the date Owner obtains a certificate of occupancy on all units within the Project ("Commencement Date").

(c) In the event the Owner of the Property causes an affordable unit to be unoccupied for a period of twelve (12) months or greater, the term of the Deed Restriction will be extended for that unit by the total period of time that such unit is unoccupied.

(d) Other than any extensions provided herein or in the Deed Restriction, upon the date that is twenty (20) years from the Commencement Date, the Deed Restriction shall automatically terminate without need for any other documentation, notice or recorded instrument.

2.2 Affordability of Units.

(a) Owner/Developer understands and agrees that the Project shall be developed according to the goals and intent of the Initiative. All terms in the Agency Agreements regarding development of the Project remain in effect as written unless expressly modified herein by written agreement of the Parties.

(b) Each of the fifty (50) affordable housing units within the Project shall be leased only to those households demonstrating that their household income does not exceed sixty percent (60%) of the Area Median Income of Salt Lake County (“AMI”). AMI shall be as provided by the U.S. Housing and Urban Development (“HUD”), which the Parties acknowledge and agree is typically released annually in May.

(c) Based on the information provided by HUD, Owner shall submit a proposed annual lease rate (“Lease Rate”) to the Agency for each affordable housing unit within the Project no later than June 1 of each year. The proposed Lease Rate shall include other factors, all as set forth in **Exhibit “D”** attached hereto and incorporated herein.

(d) Agency shall approve or modify the proposed Lease Rate in its reasonable discretion on or before June 25 of each year and shall not unreasonably withhold its approval if such proposed Lease Rate is determined in the same manner at the previous year’s approved Lease Rate.

(e) Owner shall notify each lessee of the Lease Rate no later than July 1 of each year, and such Lease Rate shall go into effect on August 1 of the given year, provided, however, Owner shall not be required to change the rental rate under an existing lease agreement unless otherwise agreed in writing with the tenant.

2.3 Insurance. Owner shall provide and maintain, or cause to be provided and maintained, the policies and comply with the requirements in Section 7.8 of the Lender’s Loan Agreement, as further described below:

Borrower shall provide and maintain, or cause to be provided and maintained, at all times, the following insurance policies:

i) Liability Insurance. Bodily injury and general liability insurance with a single limit per accident or occurrence of not less than \$1,000,000.00, and an aggregate of not less than \$2,000,000.00, acceptable to Lender insuring against any and all liability of the insured with respect to the Project or arising out of the maintenance, use or occupancy thereof.

ii) Property Hazard Insurance. Multi-peril property damage insurance, including, without limitation, fixtures and personal property to the extent they are maintained on the Property, and providing, at a minimum, fire and extended coverage (including all perils normally covered by the standard “all risk” endorsement, if such is available) on a full replacement cost basis in an amount not less than 100% of the insurable value of the Improvements, exclusive of the Property, foundations and other items normally excluded from coverage (based upon current replacement cost).

iii) Builder's Risk Insurance. Builder's risk extended coverage insurance against loss or damage by fire, lightning, windstorm, hail, explosion, raid, civil calamity, motor vehicles, aircraft, smoke, theft, malicious mischief, and other risks from time to time covered under extended coverage policies in an amount not less than one hundred percent (100%) of the full replacement cost of the Improvements.

iv) Worker's Compensation Insurance. Worker's compensation insurance against liability from claims of workers with respect to and during the period of any work on or about the Property. Borrower shall require the Contractor and each of Borrower's subcontractors employed to perform work on the Property to deliver a certificate of worker's compensation insurance prior to the commencement of any work on the Property.

v) Flood Insurance. Flood insurance covering either the Principal Amount or the maximum amount of insurance available, whichever is less, or in lieu of such flood insurance, evidence, satisfactory to Lender, that no part of the Property is, or will be, within an area designated as a flood hazard area by the Federal Emergency Management Agency.

vi) Agency Documents. Any additional insurance required under the Agency Documents.

vii) Policies and Premiums. All policies of insurance required pursuant to this Section 7.8 shall be in form and substance acceptable to Lender and the Agency issued by insurance companies acceptable to Lender and the Agency. No insurance company shall be acceptable to Lender unless it has a company rating of not less than "A" and a financial rating of not less than Class VIII in the most recent edition of "Best's Insurance Reports". All policies of insurance required pursuant to the provisions of this Section 7.8 shall contain a standard "mortgagee protection clause", shall have attached a "lender's loss payable endorsement", and shall name Lender and the Agency as additional insureds or loss payees, as appropriate. All such policies shall contain a provision that such policies will not be cancelled or materially amended or altered without at least thirty (30) days prior written notice to Lender and the Agency.

If Lender consents to Borrower providing any of the required insurance through blanket policies carried by Borrower and covering more than one location, then Borrower shall cause the insurance company to deliver to Lender and the Agency a certificate of insurance, in a form reasonably satisfactory to Lender and the Agency, of such policy which sets forth the coverage, the limits of liability, the name of the carrier, the policy number, expiration date and a statement that the insurance company will not cancel or materially modify or alter the coverage evidenced by the endorsement without first affording Lender at least thirty (30) days prior written notice. In the event Borrower fails to provide, maintain, keep in force or deliver to Lender and the Agency the policies of insurance required by this Section 7.8, Lender may, but without any obligation to do so, procure such insurance for such risks covering Lender's interest and the Agency's interest and Borrower shall pay all premiums thereon promptly upon demand by Lender and the Agency. If Borrower fails to pay any premiums after demand by Lender and the Agency, Lender, at Lender's option and the Agency, at the Agency's option, may advance any sums necessary to maintain and to keep in force such insurance. Any sums so advanced, together with interest on such sums at the then current rate under the Note, shall be secured by the Trust Deed.

Borrower shall deliver to Lender and the Agency a copy of the original of each of the policies of insurance that Borrower is required to obtain and maintain, or cause to be provided and maintained, under this Agreement.

2.4 Public Art Component. Owner/Developer shall contribute a minimum of Fifteen Thousand Dollars (\$15,000.00) for the installation of public art which may be either a three-dimensional installation artwork or mural within one year from the date of certificate of occupancy as approved by the Agency in its sole discretion.

2.5 Right of First Refusal. Owner agrees that it shall execute a Right of First Refusal Agreement granting the Agency the right to purchase the Property on the terms and conditions set forth therein, a copy of which is attached hereto as **Exhibit “E”** and incorporated herein.

2.6 Long-Term Maintenance Requirements. Owner shall comply with the Long-Term Maintenance Schedule attached hereto as **Exhibit “F”** and incorporated herein.

2.7 Additional Documents. Prior to the execution of this Incentive Agreement, Owner shall provide the following documents: an Energy Efficiency Report, Crime Prevention Through Environmental Design Plan, Licensed Contractor Information, Lease Agreements, a Good Landlord Program Certificate, and any other documents required by the Initiative.

Section 3: Schedule of Disbursement and Reporting Requirements

3.1 Schedule of Disbursement. The timing and sequence of disbursement of the Incentive Funding shall be as provided in the Disbursement Agreement executed herewith, attached hereto as **Exhibit “G”** and incorporated herein.

3.2 Reporting Requirements.

(a) Owner shall verify the eligibility of each lessee according to the formula attached hereto as Exhibit “D” and as provided in the RDA Agreements.

(b) Owner shall submit a written report to the Agency by June 25, during each year that the Deed Restriction is in effect, on the eligibility of each lessee of a unit within the Project, and on the rents charged and received from said lessee. The report must specify all fees to be included in the total Lease Rate. These fees cannot cause the rent to exceed the affordable rate as calculated in the formula in Exhibit “D.”

(c) Owner shall provide a written annual vacancy report to the Agency by June 25 for all (50) affordable units, including the total number of months each unit is vacant.

(d) Owner shall provide a written annual report to the Agency by June 25 based on the annual maintenance schedule provided in Exhibit “F”.

(e) Owner shall provide an annual Good Landlord Certificate to the Agency by June 25.

Section 4: Default; Remedies

4.1 Agency’s Right to Perform. If Owner/Developer fails to perform any of its other obligations under this Incentive Agreement or any RDA Agreement within the time permitted for its performance, then Agency, after thirty (30) days prior written notice to Owner/Developer

without waiving any of its rights under this Incentive Agreement, may perform such obligation as provided in the RDA Agreements.

4.2 Default. The following events shall constitute a default by Owner:

(a) Owner leases an affordable unit within the Project to a tenant whose household income exceeds 60% of AMI, as provided in the RDA Agreements, and fails to cure such failure within thirty (30) days after written notice from the Agency;

(b) Owner fails to comply with reporting requirements contained within this Incentive Agreement or any RDA Agreement, and fails to cure such failure within fifteen (15) days after written notice from the Agency.

(c) Owner/Developer vacates or abandons the Project or any substantial part thereof for a period of more than thirty (30) consecutive days and has not cured such default to Agency's satisfaction within thirty (30) days after receiving notice from Agency; provided, however, that a temporary pause in construction activities due to inclement weather or other Force Majeure events as defined in the RDA Agreements will not be considered abandonment;

(d) Owner/Developer makes any sale, conveyance, assignment or transfer in violation of this Incentive Agreement or any RDA Agreement;

(e) Owner/Developer violates, breaches or fails to comply with any of the other material agreements, terms, covenants, or conditions which this Incentive Agreement or the RDA Agreements require Owner/Developer to perform (including, without limitation, the obligation to complete the Project, and such default continues for thirty (30) days after written notice from Agency; provided, however, that if the nature of such breach or default is such that it cannot be cured within thirty (30) days no default shall be deemed to have occurred if Owner/Developer commences the curing of such default or breach within such period of thirty (30) days, and diligently and continuously prosecutes in good faith the curing of same until the breach or default is, in fact, cured. Notwithstanding the foregoing, in no event may Owner/Developer have more than one hundred twenty (120) days to cure a default;

(f) Owner/Developer fails to perform any of its duties and obligations set forth in this Incentive Agreement or any RDA Agreement, which failure continues beyond the expiration of any applicable notice and cure period specified in the Incentive Agreement or the RDA Agreements;

(g) Owner/Developer files a voluntary petition in bankruptcy or a voluntary petition seeking reorganization or to affect a plan or an arrangement with or for the benefit of Developer's creditors; or

(h) Owner/Developer applies for or consents to the appointment of a receiver, trustee, or conservator for any portion of Owner/Developer's property or such

appointment shall be made without Owner/Developer's consent and shall not be removed within ninety (90) days.

4.3 Right to Cure under Incentive Agreement.

If an event of default by Owner/Developer occurs, as set forth in Section 4.2 above, Agency shall give written notice of such event of default to Owner/Developer. Owner/Developer shall have the right to cure the default; provided that if the nature of such default is such that it cannot be cured within thirty (30) days, Agency will have no right to exercise its remedies under Section 4.4 if Owner/Developer commences the curing of such default within such period of thirty (30) days, and diligently and continuously prosecutes in good faith the curing of same until the default is, in fact, cured. Notwithstanding the foregoing, in no event may Owner/Developer have more than one hundred twenty (120) days to cure the default.

Owner's lender shall have (i) the right to notice of all defaults under this Incentive Agreement, and (ii) the right, but not the obligation, to cure any default under this Incentive Agreement. The Agency agrees that any cure of any default made or tendered by Owner's Lender shall be deemed to be a cure by Owner and shall be accepted or rejected on the same basis as if made or tendered by Owner."

Notice to be sent to:

Owner's Lender: Zions First National Bank
Real Estate Banking Group
One [South Main Street, Suite 470](#)
[Salt Lake City, Utah 84133](#)
Attn: Jacob Despain

With copies to: Kirton McConkie
[50 East South Temple, Suite 400](#)
[Salt Lake City, Utah 84111](#)
Attn: John B. Lindsay

4.4 Remedy. If any one or more default set forth in Section 4.2 occurs and is continuing beyond the additional notice and cure period set forth in Section 4.3 above, then Agency may terminate this Incentive Agreement by written notice to Owner/Developer of its intention to terminate this Incentive Agreement on the date of such notice or on any later date specified in such notice subject to the right of Owner/Developer to cure such Event of Default as provided in RDA Agreements, and, on the date specified in such notice, Owner/Developer's right to possession of the Project may cease and Agency, in its sole discretion, may take ownership of the Property and Project, as provided in the RDA Agreements and the Zions loan documents.

Section 5: Project Plans.

5.1 Project Plans. The Project shall be completed according to the plans approved by Midvale City and shall include all amenities provided for in such plans. Any material change from such approved plans needs written approval from Midvale City and RDA Agency staff.

5.2 Project Timeline. Owner shall complete the Project consistent with the Project Timeline described in **Exhibit “H”** attached hereto and incorporated herein.

5.3 Approval of Contracts. Agency administrative staff has reasonable approval discretion over Developer’s agreements with contractors, subcontractors and architects, which approval may not be unreasonably withheld, conditioned or delayed.

5.4 Commercial Space Leasing. Owner agrees that the retail space shall be leased to businesses such as those found within the Preferred Business List described in **Exhibit “I”** attached hereto and incorporated herein.

Section 6: Survival. Except as otherwise provided for herein, all agreements, covenants, representations and warranties contained herein shall survive the expiration or termination of this Incentive Agreement and the performance by the Owner of its obligations hereunder.

Section 7: Force Majeure. No party shall be held responsible for any delay or failure to perform any part of this Incentive Agreement to the extent such delay or failure results from any cause beyond its reasonable control and without the fault or negligence of the party claiming excusable delay or failure to perform, such as acts of God, acts of war or terrorism, extraordinary acts of the United States of America or any state, territory or political subdivision thereof, fires, storms, floods, epidemics, riots, work stoppages, strikes (work stoppages and/or strikes of any of the (parties to this Incentive Agreement are specifically excluded from the language of this section), embargoes, government restrictions, exchange or market rulings, extreme market volumes or volatility, suspension of trading (whether declared or undeclared), adverse weather or events of nature.

IN WITNESS WHEREOF, the Parties have caused this Incentive Agreement to be duly executed as of the date first above written.

AGENCY:

REDEVELOPMENT AGENCY OF MIDVALE CITY, a public body

By: _____

MARCUS STEVENSON

Its: Chief Administrative Officer

By: _____

MATT DAHL

Its: Executive Director

Approved as to Legal form:

By: _____

THOMAS A. DALEY

Its: Agency Attorney

DEVELOPER:

BLACK PINE LLC, a Utah limited liability company

By: _____

DANIEL A. STEPHENS, Manager

STATE OF UTAH

COUNTY OF SALT LAKE

On this ____ day of _____, 2024, personally **appeared DANIEL A. STEPHENS, as Manager of BLACKPINE, LLC, a Utah limited liability company**, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say that / said document was signed by him on behalf of said limited liability company with authority, and acknowledged to me that said limited liability company executed the same.

Notary Public

OWNER:

MIDVALE MAIN PARTNERS, LLC, a Utah limited liability company

By: BLACKPINE, LLC, a Utah limited liability company, its Manager

By: _____
DANIEL A. STEPHENS, Manager

STATE OF UTAH

COUNTY OF SALT LAKE

On this ____ day of _____, 2024, personally **appeared DANIEL A. STEPHENS**, as **Manager of BLACKPINE, LLC, a Utah limited liability company, the Manager of MIDVALE MAIN PARTNERS, LLC, a Utah limited liability company**, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say that / said document was signed by him on behalf of said limited liability company with authority, and acknowledged to me that said limited liability company executed the same.

Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Lot 1, West Main Subdivision, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

EXHIBIT "B"

COLLATRAL PROPERTIES

| Address | Ownership | Value | Loan | Parcel Number | Legal Description |
|----------------------|----------------------|--------------|-----------|--------------------|--|
| 7718 S Main Street | 7718 Main Street LLC | 830,000.00 | | 21-26-480-22-0000 | COM AT INTERSECTION OF W LINE OF MAIN ST & N LINE OF CENTER ST MIDVALE 450 FT M OR L N & 33 FT W FR SE COR SEC 26 T2S R 1W SLMER N 78 FT S 87^30' W 61.88 FT S 78 FT N 86^ E 61.88 FT TO BEG 6155-1310 7544-1484 7818-1153 8026-2000 8602-3323 8682-4332 10492-7488 10668-0842 10963-0692 BEG SE COR LOT 1, BLK 7, CUTLER'S SUB (UNRECORDED); S 84^32'W 50.75 FT; N 5^30' W 89.51 FT M OR L; S 84^54'32" W 23.01 FT; N 15.2 FT; W 12.73 FT; N 67.6 FT; E 91.75 FT M OR L TO AFENCE; S'LY 165.2 FT TO BEG. 0.28 AC M OR L. 8325-1911 8339-1578 8339-1591 10429-0088 |
| 774 W Center Street | Stagg Street LLC | 900,000.00 | | 21-26-479-033-0000 | BEG N 142 FT & E 69.5 FT & S 28.5 FT & E 11.52 FT FR SW COR LOT 3, BLK 7, CUTLER'S SUB; E 1.21 FT; S 15.2 FT; N 84^54'32" E 23.01 FT; S 5^30' E 89.51 FT; S 84^32' W 31.27 FT; N 0^53'25" W 106.04 FT TO BEG. 0.06 AC M OR L. 08339-1573 |
| 778 W Center Street | Stagg Street LLC | 670,000.00 | | 21-26-479-035-0000 | BEG N 453.9 FT & S 85^15' W 346 FT FR SE COR SEC 26, T 2S, R1W, SLM; S 85^15' W 74.4 FT; N 148.5 FT; N 83^32' E 74.4 FT;S 148.5 FT TO BEG. 0.26 AC M OR L. 5396-0915,0917 6243-0366 8392-4574 9498-2166 10428-3191 |
| 752 W Center Street | Stagg Street LLC | 1,600,000.00 | 584,273 | 21-26-479-031-0000 | BEG W 289.25 FT & S 100 FT FR THE NE COR OF CUTLERS SUB (UNRECORDED); PART OF SE 1/4 OF THE SE 1/4 OF SEC 26, T 2S, R 1W, SLM; W 163.63 FT M OR L; S 5^09'02" W 71.55 FT; S'LY ALG A 573.87 FT RADIUS CURVE TO R 131.89 FT; E 116.26 FT; N 122 FT; E 80 FT; N 78 FT TO BEG. 0.59 AC M OR L. 8775-0721 9107-8896 9147-9451 9225-7745 |
| 762 W Smelter Street | C & C Car Washes LLC | 1,152,300.00 | 457,016 | 21-26-477-011-000 | BEG AT THE SE COR OF LOT 5, BLK 2, CUTLERS SUB (UNRECORDED);W 80 FT; N 122 FT; E 80 FT; S 122 FT TO BEG. 0.22 AC. 8775-0721 9147-9450,9451 |
| 762 W Smelter Street | C & C Car Washes LLC | 258,200.00 | | 21-26-477-012-000 | |
| Total | | 5,410,500.00 | 1,041,289 | | |

Total Value 4,369,210.93

EXHIBIT "C"
DEED RESTRICTION

WHEN RECORDED RETURN TO:

Redevelopment Agency of Midvale City
Attention: Chief Administrative Officer
7505 South Holden Street
Midvale, UT 84047

DEED RESTRICTION

THIS DEED RESTRICTION (the "Deed Restriction") is made and effective as of the ____ day of _____ 2024, by **MIDVALE MAIN PARTNERS, LLC**, a Utah limited liability company, whose address is 4543 South Holladay Boulevard, Holladay, UT 84117, ("OWNER"), for the benefit of the **REDEVELOPMENT AGENCY OF MIDVALE CITY**, a body politic of the State of Utah, whose address is 7505 South Holden Street, Midvale, UT 84047 (the "AGENCY"). The AGENCY and OWNER are sometimes referred to herein collectively as (the "Parties" and individually as a "Party").

WHEREAS, the OWNER owns certain real property located at **7598 S. Main Street, Midvale, Utah**, in Salt Lake County, Utah, as more fully described on **Exhibit "A"** attached hereto and incorporated herein (the "Property");

WHEREAS, the OWNER and the AGENCY, and the developer, **BLACKPINE, LLC**, a Utah limited liability company, have entered into that certain Main Street Upper Floor Housing Initiative Incentive Agreement ("Incentive Agreement"), Disbursement Agreement, Right of First Refusal Agreement, Trust Deed, UCC-1 Financing Statement, Environmental Indemnity Agreement, Unconditional Guaranty of Completion and Performance, together with this Deed Restriction, all dated _____, 2024 (the "RDA Agreements");

WHEREAS, the RDA Agreements set forth the terms by which OWNER shall develop a building located at 7598 S. Main Street, Midvale, Utah, with sixty-six (66) total residential units, fifty (50) of which will be one-bedroom units designated as affordable housing, seven (7) of which shall be one-bedroom units designated as market rate housing, four (4) of which shall be studio units designated as market rate housing, and five (5) of which will be two (2) bedroom apartment units designated as market rate housing (the "Project"); and

WHEREAS, the AGENCY agrees to provide the incentive amount as defined in the Incentive Agreement to the OWNER, on the condition that OWNER agrees to record against the Property a deed restriction in the form hereof.

NOW, THEREFORE, OWNER hereby agrees as follows for the benefit of the AGENCY.

1. Restriction. During the term or any extensions thereof, OWNER agrees that all affordable units within the Project shall be leased to lessees as provided in Exhibit D to the Incentive Agreement.

2. Nature of Deed Restriction. The Parties agree that this Deed Restriction burdens the Property and that the Property shall be held, mortgaged, encumbered, transferred, sold, and/or conveyed subject to this Deed Restriction and the covenants and conditions contained

herein, and that this Deed Restriction shall be deemed to run with the land and to burden the Property according to the terms of this Deed Restriction. This Deed Restriction shall be binding upon OWNER and its successors and assigns and inure to the benefit of the AGENCY and its successors and assigns.

3. Term. The term of this Deed Restriction is for a period of twenty (20) years commencing on the date that the AGENCY furnishes OWNER with a certificate of occupancy (the "Commencement Date"). In the event OWNER causes an affordable unit to be unoccupied for a period of twelve (12) months or greater, the Term of this Deed Restriction shall be extended for that unit by the total period of time that such unit is unoccupied. Other than any extensions in the RDA Documents and as provided herein, upon the date that is twenty (20) years from the Commencement Date, this Deed Restriction shall automatically terminate without need for any other documentation, notice or recorded instrument.

4. Enforcement. The AGENCY may enforce this Deed Restriction through any proceeding at law or in equity, against the OWNER or its successors or assigns, in the event of a violation or threatened violation of the Deed Restriction. There are no intended third party beneficiaries of this Deed Restriction.

5. Duly Authorized. OWNER warrants that it is authorized to execute this Deed Restriction by all necessary actions, including but not limited to corporate, partnership or individual action and that it has secured approvals from any creditor or other party and further warrants that there have been no material changes in its business organization or partnerships that would adversely affect its ability to enter into this Deed Restriction.

6. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be given by (i) Federal Express (or other established express delivery which maintains delivery records), (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or other such addresses as the Parties may designate from time to time by written notice in the above manner:

If to the Owner:
Midvale Main Partners, LLC
221 25th Street, Ste. 2123
Ogden, UT 84310
Attn: Jeff Beck

With a copy to:
Dentons Durham Jones Pinegar
3301 N. Thanksgiving Way, Ste. 400
Lehi, UT 84043
Attn: Brian Cheney

If to Agency:
Redevelopment Agency of Midvale City
Attn: Chief Administrative Officer
7505 S. Holden St.
Midvale City, UT 84047

Redevelopment Agency of Midvale City
Attn: Executive Director
7505 S. Holden St.
Midvale City, UT 84047

With a copy to:

Notices shall be deemed effective on receipt, or upon attempted delivery thereof if delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means for accomplishing delivery.

7. Attorneys' Fees. If a Party commences a legal or equitable proceeding to enforce any of the terms of this Deed Restriction, then the prevailing Party in such action shall have the right to recover reasonable attorney's fees and actual costs from the other Party. The term "legal proceedings" as used above shall be deemed to include appeals from a lower court judgment and it shall include proceedings in the federal Bankruptcy Court, whether or not they are adversarial proceedings or contested matters.

8. Governing Law. This Deed Restriction and all transactions contemplated hereunder and/or evidenced hereby shall be governed by, construed under, and enforced in accordance with the internal laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Utah.

9. Venue. The Parties hereby agree that all actions to enforce the terms and provisions of this Deed Restriction shall be brought and maintained only within the State of Utah and OWNER hereby consents to the exclusive jurisdiction of the appropriate court within Salt Lake County, Utah.

10. Severability. If any provision of this Deed Restriction is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Deed Restriction shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Deed Restriction; and the remaining provisions of this Deed Restriction shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Deed Restriction.

11. Multiple Counterparts. This Deed Restriction may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement, but in making proof of this Deed Restriction, it shall not be necessary to produce or account for more than one such counterpart.

OWNER:

MIDVALE MAIN PARTNERS, LLC, a Utah limited liability company

By: BLACKPINE, LLC, a Utah limited liability company, its Manager

By: _____
DANIEL A. STEPHENS, Manager

STATE OF UTAH
COUNTY OF SALT LAKE

On this ____ day of _____, 2024, personally appeared **DANIEL A. STEPHENS**, as Manager of **BLACKPINE, LLC**, a Utah limited liability company, the Manager of **MIDVALE MAIN PARTNERS, LLC**, a Utah limited liability company, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say that / said document was signed by him on behalf of said limited liability company with authority, and acknowledged to me that said limited liability company executed the same.

Notary Public

EXHIBIT A – LEGAL DESCRIPTION

Lot 1, West Main Subdivision, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

EXHIBIT "D"
LEASE RATES

EXHIBIT “D”

LEASE RATE

The Lease Rates will be recalculated, annually, based on the Area Median Income and median household size for Salt Lake County as provided by HUD (huduser.gov). HUD historically makes this data available in May. The Lease Rate is the total rent due each month including the base rent, amenity surcharges (rooftop amenities and access, common areas, gym, cable, internet, parking, dog run, bicycle lockers), water, sewer, trash, and any additional fees that may incur. Additionally, a monthly utility allowance will be recalculated annually and subtracted from the total monthly Lease Rate. The utility allowance and Lease Rates will be calculated by West Main Partners, LLC. by June 1 and sent to the RDA for review and approval by June 25. The RDA will have 25 days to respond. The updated rates will be set by July 1st, at which time the Developers will be advised of the new rate, for application of the revised rates starting on August 1st. To qualify for these reduced market rates, the occupants will need to prove their household income is not greater than 60% of the AMI for Salt Lake County. Lease Rates will be based on a household size of 2 per 1-bedroom and include an additional decreased rate for the utility allowance.

Lease Rate & Utility Allowance Calculations

The monthly total Lease Rate for the affordable 1-bedroom units will be calculated using either the NOVOGRADAC (novoco.com) calculator or the following equation:

$$(\text{AMI} \times 80\% \times 60\% \times 30\%) / 12 - X$$

AMI = Annual Area Median Income and median household size

60% = Area Median Income for median households size at 60% AMI

30% = The maximum annual rent for a 2-person household at 60% AMI

12 = Annual rent amount divided by 12 months

-X = Monthly utility allowance to be subtracted from the monthly rate

Reporting Requirements.

(a) Owner shall verify the eligibility of each lessee according to the formula attached hereto as Exhibit “D” and as provided in the RDA Agreements.

(b) Owner shall submit a written report to the Agency by June 25, during each year that the Deed Restriction is in effect, on the eligibility of each lessee of a unit within the Project, and on the rents charged and received from said lessee. The report must specify all fees to be included in the total Lease Rate. These fees cannot cause the rent to exceed the affordable rate as calculated in the formula in Exhibit “D.”

Owner shall provide a written annual vacancy report to the Agency by June 25 for all (50) affordable units, including the total number of months each unit is vacant.

Owner shall provide a written annual report to the Agency by June 25 based on the annual maintenance schedule provided in Exhibit "F".

Owner shall provide an annual Good Landlord Certificate to the Agency by June 25.

EXHIBIT "E"
RIGHT OF FIRST REFUSAL AGREEMENT

When Recorded Mail to:
Redevelopment AGENCY of Midvale City
7505 S. Holden Street
Midvale, UT 84047

RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT ("Agreement") is made and entered into effective as of this _____ day of _____, 2024, (the "Effective Date"), by and between the **Redevelopment Agency of Midvale City**, a political subdivision of the state of Utah (the "AGENCY"), and **Midvale Main Partners, LLC**, a Utah limited liability company ("OWNER"). The AGENCY and OWNER are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, OWNER owns fee title to real property situated in Midvale City, Salt Lake County, Utah with a street address of **7598 Main Street, Midvale, Utah**, and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference, (the "Property"); and

WHEREAS, AGENCY is contributing **Six Million Two Hundred Fifty-Four Thousand Two Hundred Seventy-Five Dollars (\$6,254,275.00)** for an affordable housing incentive (the "Incentive Agreement") from the Redevelopment Agency's Upper Housing Initiative Fund for the purpose of covering 50% of the development costs associated with fifty (50) of the sixty-six (66) total residential units included in the project as defined in the Incentive Agreement; and

WHEREAS, AGENCY desires to obtain from OWNER and OWNER desires to grant to AGENCY a right of first refusal to purchase the Property on the terms and conditions set forth hereinafter; and

WHEREAS, OWNER has executed this Agreement as a material inducement and condition precedent to the AGENCY to contribute an affordable housing incentive for development of the Property in accordance with the terms, conditions and provisions of the Incentive Agreement and other RDA Agreements and, *but for* the execution of this Agreement, the AGENCY would not have agreed to contribute these housing incentive funds to OWNER.

NOW, THEREFORE, the Parties agree as follows:

1. **Grant of Right of First Refusal to Purchase.** OWNER grants to AGENCY this Agreement with regard to any sale of the Property, or a portion of the Property, upon the terms and conditions hereinafter set forth.
2. **Agreement.** In the event OWNER receives a bona fide written offer to purchase the Property, or a portion of the Property, which OWNER desires to accept, OWNER shall within fifteen (15) days give written notice thereof, including a complete copy of the offer, to AGENCY (the "Notice"). AGENCY shall have the right, exercisable at any time within thirty (30) days following receipt of the Notice, or at the next reasonably available Agency public meeting agenda, whichever first occurs, to notify OWNER in writing of AGENCY's intent to purchase the Property, or such portion of the Property described in the Notice, at the price and described in the Notice.
3. **Right of First Refusal Due Diligence Period.** In the event AGENCY timely delivers written notice

to OWNER, the Parties shall prepare and execute such agreements and other instruments and documents as are appropriate to accomplish the purchase by AGENCY. Upon payment of an earnest money deposit, the Parties agree that OWNER shall grant the AGENCY all necessary access to the Property to conduct necessary due diligence (“Due Diligence”) prior to purchase. The Due Diligence Period shall expire sixty (60) days from the effective date. The Parties agree that the closing of the purchase of the Property by AGENCY shall occur no more than thirty (30) days after the close of the Due Diligence Period.

4. **Conveyance of the Demised Premises.** The Owner shall convey the Property by means of a special warranty deed, subject to all matters of record except for monetary encumbrances created by the Owner, the intent of the Parties being that the AGENCY shall hold fee title to the Property, subject only to such exceptions as existed immediately prior to the date on which the AGENCY and the Owner entered into the purchase agreement. The Owner shall cause any financing against the Property to be released and satisfied out of the proceeds of the purchase price.

5. **Title Insurance and Repurchase Closing Costs.** In the event the AGENCY shall exercise its right of first refusal, at closing the OWNER shall procure from a title company of its choice and with the approval of the AGENCY, an owner's policy of title insurance that insures marketable fee title to the Property, subject only to matters of record as of the date of the purchase contract (and excluding all monetary encumbrances created by the Owner), together with such endorsements as the AGENCY may require. The Owner shall pay for the cost of the standard coverage owner's title insurance policy, and the AGENCY shall pay for the additional cost related to the issuance of an extended coverage owner's title insurance policy, as well as the cost of any endorsements thereto (except for endorsements related to mechanic's liens as set forth below). The Owner agrees to cooperate in causing the Owner's policy of title insurance to issue, and it shall remove or cause to be removed those mechanic's liens or monetary encumbrances that it has created or permitted, or, in the case of mechanic's liens, to cause (at the Owner's expense) an endorsement to be issued by the title company. The AGENCY shall pay all recording fees. The Owner shall pay all documentary or transfer taxes, if any. The AGENCY and the Owner shall equally share escrow fees. All unpaid ad valorem taxes shall be prorated between the AGENCY and the Owner as of the date of Closing. No brokers or real estate agents shall be utilized in such transaction and no commissions will be due any broker or agent. Each party shall indemnify the other from any liability for any such fees or commissions incurred by it. At Closing, the Owner shall also execute and deliver any affidavit or lien waiver reasonably requested by the AGENCY's title insurer and a non-foreign affidavit.

6. **Default.** If the AGENCY exercises its right of first refusal, and the sale and purchase of the Property is not timely consummated on account of a default by the Owner under any of its obligations in this Agreement, then AGENCY shall be entitled to pursue any and all available remedies at law or in equity, including the remedy of specific performance of OWNER's obligations hereunder. Additionally, the OWNER shall reimburse the AGENCY for its out-of-pocket expenses incurred in connection with the default, or the enforcement of any of its rights under this Agreement.

7. **Purchase of Property by Third Party.** In the event that AGENCY affirmatively elects not to exercise said right or AGENCY does not provide OWNER with notice of its exercise of said right within fifteen (15) days of receiving the Notice, OWNER shall have the right for one hundred twenty (120) days to sell the Property, or such portions of the Property described in the Notice, to the third party having made the written bona fide offer, or his/her/its assign, at a purchase price no greater than that in the Notice. In the event that OWNER does not close such sale to a third party within the one hundred twenty (120) day period as provided herein, the *status quo* shall be restored, and OWNER shall again be required to provide Notice to AGENCY as hereinabove provided in the event a subsequent third party makes a bona fide offer to purchase the Property or a portion of the Property.

8. **Right of First Refusal Period.** This Agreement shall be effective as of the Effective Date of this Agreement and shall expire and terminate on the earlier of: (i) the date AGENCY purchases the Property; (ii) the date AGENCY declines to exercise its right under the Agreement and a third party purchases the Property within the one hundred twenty (120) days as provided above; or (iii) the date that certain Deed Restriction recorded by OWNER in

favor of AGENCY (the “Deed Restriction”) expires.

9. **Release of Right of First Refusal.** Notwithstanding the foregoing, in the event a third party makes a bona fide offer to purchase the Property and such third party agrees to purchase the Property subject to the Deed Restriction, AGENCY may, in its sole discretion, decline to exercise its right under the Agreement; provided, however, that nothing in this section prevents AGENCY from exercising its right under the Agreement as provided herein in the event of a subsequent offer to purchase.

10. **Subordination of Right of First Refusal.** This Agreement is expressly subordinated in all respects to that certain Construction and Term Loan Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing, dated November ___, 2024, executed by OWNER as Trustor, to Zions Bancorporation, N.A., dba Zions First National Bank (“Zions Bank”) as Trustee, for the benefit of Zions Bank as Beneficiary (“Trust Deed”) (recorded concurrently herewith), and that certain Assignment of Leases dated November ___, 2024, entered into by and between OWNER and Zions Bank (recorded concurrently herewith) (“Assignment of Leases”). The Trust Deed and Assignment of Leases secure OWNER’s payment of a construction and term loan to Zions Bank in the stated amount of up to Ten Million Two Hundred Seventy Thousand Dollars (\$10,270,000.00).

11. **Runs with the Property.** The Parties agree that this Agreement burdens the Property and that the Property shall be held, mortgaged, encumbered, transferred, sold, and/or conveyed subject to this Agreement and the covenants and conditions contained herein, and that this Agreement shall be deemed to run with the land and to burden the Property according to the terms of this Agreement. This Agreement shall be binding upon OWNER and its successors and assigns and inure to the benefit of the AGENCY and its successors and assigns.

12. **Duly Authorized.** OWNER warrants that it is authorized to execute this Agreement by all necessary actions, including but not limited to corporate, partnership or individual action and that it has secured approvals from any creditor or other party and further warrants that there have been no material changes in its business organization or partnerships that would adversely affect its ability to enter into this Agreement.

13. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be given by (i) Federal Express (or other established express delivery which maintains delivery records), (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or other such addresses as the Parties may designate from time to time by written notice in the above manner:

If to the Owner:
Midvale Main Partners, LLC

221 25th Street, Ste. 213
Ogden, UT 84310
Attn: Jeff Beck

With a copy to:
Dentons Durham Jones Pinegar PC
Attn: Brian Cheney
3301 N. Thanksgiving Way, Ste. 400
Lehi, UT 84043

If to Agency:
Redevelopment Agency of Midvale City
Attn: Chief Administrative Officer
7505 S. Holden St.
Midvale City, UT 84047

Redevelopment Agency of Midvale City
Attn: Executive Director
7505 S. Holden St.
Midvale City, UT 84047

With a copy to:

Notices shall be deemed effective on receipt, or upon attempted delivery thereof if delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means for accomplishing delivery.

14. **Attorneys' Fees.** If a Party commences a legal or equitable proceeding to enforce any of the terms of this Agreement, then the prevailing Party in such action shall have the right to recover reasonable attorney's fees and actual costs from the other Party. The term "legal proceedings" as used above shall be deemed to include appeals from a lower court judgment and it shall include proceedings in the federal Bankruptcy Court, whether or not they are adversary proceedings or contested matters.

15. **Governing Law.** This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by, construed under, and enforced in accordance with the internal laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Utah.

16. **Venue.** The Parties hereby agree that all actions to enforce the terms and provisions of this Agreement shall be brought and maintained only within the State of Utah and OWNER hereby consents to the exclusive jurisdiction of the appropriate court within Salt Lake County, Utah.

17. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

18. **Multiple Counterparts.** This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

19. **Survival.** Except as otherwise provided for herein, all agreements, covenants, representations and warranties contained herein shall survive the expiration or termination of this Agreement and the performance by the Owner of its obligations hereunder.

20. **Conflict of Interest.** In accordance with the Municipal Officers' and Employees' Ethics Act (Utah Code Ann. § 10-3-1301 to 1312), the developer represents that none of its officers, employees, or agents are officials, officers, or employees of the AGENCY, unless disclosure has been made in accordance with the AGENCY's ordinances and policies. Further, the developer certifies that it has not offered or given any gift or compensation prohibited by local, state, or federal law, to an official, officer, or employee of the AGENCY to secure favorable treatment with respect to being awarded this Agreement.

21. **Non-liability of AGENCY Officials and Employees.** No member, official or employee of the AGENCY shall be personally liable to the Owner, or any successor in interest, in the event of any default or breach by the AGENCY or for any amount which may become due to the Owner or its successor or on any obligation under the terms of this Agreement.

22. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. If Owner is now or is ever composed of more than one party, the obligations and warranties contained herein and arising therefrom are and shall be joint and several as to each such party.

23. **No Relationship.** Nothing contained in this Agreement, nor any acts of the Parties shall be deemed or construed to create the relationship of principal and agent or of limited or general partnership or of joint venture or of any other similar association between the AGENCY, its successors or assigns, or the Owner, its successors or assigns.

24. **No Presumption.** This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against either Party.

25. **Days.** Unless otherwise specified in this Agreement, a reference to the word "days" shall mean calendar days. The term "business days" shall mean each day of the week except weekends and federal holidays during which the United States mail is not delivered.

26. **No Waiver of Governmental Immunity.** The Owner acknowledges that the AGENCY is an AGENCY of the State of Utah and as such is subject to and bound by the provisions of the Utah Governmental Immunity Act, Utah Code Ann. § 63-30-1 (the "Act"). No covenant, provision or agreement contained in this Agreement will be deemed to be a waiver of the rights of the AGENCY under the Act.

27. **Merger; Time of the Essence.** This Agreement supersedes all prior agreements and constitutes the entire agreement between the Parties with respect to the subject matter hereof. No modification will be effective unless in writing and signed by each Party. All documents and other matters to be furnished by the Owner will be satisfactory in form and substance to counsel for the AGENCY. Time is of the essence hereof.

28. **Recordation.** This Agreement or a memorandum of this Agreement shall be recorded in the office of the Salt Lake County Recorder.

29. **Waiver.** The AGENCY shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by the AGENCY. No delay or omission on the part of the AGENCY in exercising any right shall operate as a waiver of such right or any other right.

30. **Priority.** Except as provided in Section 10 of this Agreement, this Agreement shall not be subject to any deed of trust or other financial lien.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date and year first above written.

OWNER:

MIDVALE MAIN PARTNERS, LLC, a Utah limited liability company

By: BLACKPINE, LLC, a Utah limited liability company, its Manager

By: _____
DANIEL A. STEPHENS, Manager

STATE OF UTAH
COUNTY OF SALT LAKE

On this ____ day of _____, 2024, personally **appeared DANIEL A. STEPHENS, as Manager of BLACKPINE, LLC, a Utah limited liability company, the Manager of MIDVALE MAIN PARTNERS, LLC, a Utah limited liability company**, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say that / said document was signed by him on behalf of said limited liability company with authority, and acknowledged to me that said limited liability company executed the same.

Notary Public

**AGENCY:
REDEVELOPMENT AGENCY OF MIDVALE CITY, a
political subdivision of the state of Utah**

By: _____

Name Printed:

Title:

Approved as to Form:

Thomas A. Daley
Agency Attorney

STATE OF UTAH
COUNTY OF SALT LAKE

On this ____ day of _____, 2024, personally appeared _____, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say that he/she is the _____ of the REDEVELOPMENT AGENCY OF MIDVALE CITY, a political subdivision of the state of Utah, and said document was signed by him/her on behalf of the AGENCY with authority, and acknowledged to me that said AGENCY.

Notary Public

EXHIBIT "A"
PROPERTY

Lot 1, West Main Subdivision, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

EXHIBIT "F"
LONG-TERM MAINTENANCE SCHEDULE

EXHIBIT "E"

| West Main - Capital Expense/Replacement Yearly Budget | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | Year 11 | Year 12 |
|--|----------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|----------------|----------------|
| 9,400 | Appliances - Dishwashers | - | - | - | - | - | - | 671 | 8,057 | 671 | - | - | - |
| 14,200 | Appliances - Refrigerators | - | - | - | - | - | - | 1,014 | 12,171 | 1,014 | - | - | - |
| 11,400 | Appliances - Stoves / Microwaves | - | - | - | - | - | - | 814 | 9,771 | 814 | - | - | - |
| 12,000 | Appliances - Washers / Dryers | - | - | - | - | - | - | 857 | 10,286 | 857 | - | - | - |
| 97,000 | Appliances - Water Heaters | - | - | - | - | - | - | - | - | 6,063 | 72,750 | 18,188 | - |
| 14,100 | Building - Common Areas | - | - | - | - | - | - | - | - | 14,100 | - | - | - |
| 6,000 | Carpets - Common Area | - | - | - | - | - | - | - | - | 6,000 | - | - | - |
| 3,200 | Carports | - | - | - | - | - | - | - | - | 3,200 | - | - | - |
| 32,000 | Elevator | - | - | - | - | - | - | - | - | 32,000 | - | - | - |
| 4,000 | Fitness Room | - | - | - | - | - | - | - | - | 2,000 | 2,000 | - | - |
| 2,500 | Furniture | - | - | - | 2,500 | - | - | - | - | - | - | - | - |
| 10,000 | Gutters | - | - | - | - | - | - | - | - | 10,000 | - | - | - |
| 6,000 | Landscape | - | - | - | - | - | - | 3,000 | 3,000 | - | - | - | - |
| 10,000 | Paving / Driveway | - | - | - | - | - | - | - | - | 3,333 | 6,667 | - | - |
| 231,800 | Total Maintenance Expense | - | - | - | 2,500 | - | - | 6,357 | 43,286 | 80,053 | 81,417 | 18,188 | - |

EXHIBIT A
CONSTRUCTION BUDGET

| DESCRIPTION | AMOUNT | NOTES |
|---|-------------------|-------------------------|
| Concrete | 740,100 | |
| Metals | 730,699 | |
| Rough Carpentry | 1,381,548 | |
| Architectural Woodwork | 418,507 | |
| Moisture Protection | 217,684 | |
| Thermal Insulation | 171,910 | |
| Exterior Skin | 886,908 | |
| Roofing | 260,200 | |
| Joint Sealants | 6,730 | |
| Doors, Frames and Hardware | 553,123 | |
| Glass and Glazing Systems | 311,952 | |
| Exterior Windows and Doors | 221,075 | |
| Gypsum Board | 706,497 | |
| Flooring | 352,059 | |
| Painting | 182,375 | |
| Specialties | 91,394 | |
| Appliances | 297,989 | |
| Furnishings | 19,143 | |
| Elevators | 152,858 | |
| Fire Sprinklers | 299,965 | |
| Plumbing | 811,690 | |
| Mechanical | 890,026 | |
| Electrical | 1,033,542 | |
| Earthwork | 678,896 | |
| Asphalt | 75,197 | |
| Landscaping | 590,318 | |
| Subtotal | 12,082,383 | |
| Staffing | 439,450 | |
| Site Requirements | 99,818 | |
| Weather Conditions (Owner Allowance) | - | Add Alternate Allownace |
| Contractor Controlled Contingency | 189,325 | |
| General Liability Insurance | 56,797 | |
| Builder's Risk Insurance | 50,487 | |
| Payment and Performance Bond | 126,217 | |
| Professional Liability Insurance | - | Excluded |
| Design Fees & Design Contingency | - | By owner |
| Permits, Impact Fees, Testing & Inspections | - | By owner |
| Subtotal | 962,094 | |
| Overhead | 260,890 | |
| Fee | 399,161 | |
| TOTAL | 13,704,528 | |

EXHIBIT "G"
DISBURSEMENT AGREEMENT

Transaction No. ZFN-3407003

DISBURSEMENT AGREEMENT

This Disbursement Agreement (“Agreement”) is made and entered into as of November _____, 2024 (the “Closing Date”), by and among Midvale Main Partners, LLC, a Utah limited liability company (“Borrower”), the Redevelopment Agency of Midvale City, a political subdivision (“Agency”), and Zions Bancorporation, N.A., dba Zions First National Bank (“Zions Bank”). Borrower, Agency, and Zions Bank may individually be referred to as a “Party” and may collectively be referred to as the “Parties”.

RECITALS

A. Borrower owns certain real property located in Salt Lake County, State of Utah (the “Real Property”), and intends to construct a 66-unit multifamily apartment building with approximately 8,470 square feet of retail space (the “Improvements”).

B. Zions Bank has agreed to provide a portion of the construction financing to Borrower in the amount of Ten Million Two Hundred Seventy Thousand Dollars (\$10,270,000.00) for the construction of the Improvements (the “Zions Bank Loan”) under the terms of that certain Construction and Term Loan Agreement dated the Closing Date, and entered into by and between Zions Bank and Borrower (the “Zions Bank Loan Agreement”).

C. Agency has agreed to provide a portion of the construction financing to Borrower in the amount of Six Million Two Hundred Fifty-Four Thousand Two Hundred Seventy-Five Dollars (\$6,254,275.00) for the construction of the Improvements (the “Agency Incentive”) under the terms of that certain Main Street Upper Floor Housing Initiative Incentive Agreement dated the Closing Date, and entered into by and between Agency and Borrower (the “Agency Incentive Agreement”).

Zions Bank and Agency are collectively referred to as “Lenders”. The Zions Bank Loan and the Agency Incentive are collectively referred to as the “Loans”. The proceeds from the Loans are collectively referred to as “Loan Funds”.

D. The Parties have agreed upon a construction budget which specifies, per line item, the work to be performed, the subcontractor performing the work and the contract amount for the line-item work (the “Construction Budget”) in accordance with the approved plans and specifications (the “Plans and Specifications”). The Construction Budget is attached hereto as Exhibit A and incorporated herein by this reference.

E. Borrower has entered into a construction contract with Bonneville Builders, L.C., a Utah limited liability company (“Contractor”), dated _____, in the amount of _____ Dollars (\$ _____) **[NEED COPY OF**

CONSTRUCTION CONTRACT] for the construction of the Improvements in accordance with the Plans and Specifications.

F. Borrower represents the Loan Funds are sufficient to acquire the Real Property and construct the Improvements in accordance with the Plans and Specifications and within the Construction Budget.

G. The Parties acknowledge that it is in their best interest to provide for a process and procedure for the disbursement of the Loan Funds to Borrower for the construction of the Improvements.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals which are made a part of this Agreement, and the promises, covenants and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows.

ARTICLE I DISBURSEMENT PROCEDURE

Section 1.1 Construction Reports. Prior to any disbursement of any Loan Funds, Borrower must comply with all disbursement procedures set forth in the Zions Bank Loan Agreement and the Agency Incentive Agreement. In addition, Borrower will provide to Zions Bank and Agency all documents and information Borrower provides to either Lender in connection with and at the time of any request for a disbursement of Loan Funds.

Section 1.2 Disbursement of Loan Funds

(a) Lenders shall disburse Loan Funds only as set forth in the Zions Bank Loan Agreement and the Agency Incentive Agreement as applicable. Any material deviation from the disbursement procedures contained in the Zions Bank Loan Agreement and the Agency Incentive Agreement may only be made with the prior consent of Zions Bank and Agency.

(b) No Zions Bank Loan proceeds shall be disbursed until all Agency Incentive proceeds have been fully disbursed. All Loan Funds will be disbursed in accordance with the Zions Bank Loan Agreement and the Agency Incentive Agreement.

ARTICLE II MISCELLANEOUS

Section 2.1 Modification to Plans and Specifications and Loans. Neither Borrower, Zions Bank, nor Agency may approve a change order to the Plans and Specifications except as provided in Section 7.2 of the Zions Bank Loan Agreement.

Section 2.2 Amendments. This Agreement may be amended only by written consent of all Parties.

Section 2.3 Notices. Any and all notices, demands, requests, or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any Party hereto by any other Party to this Agreement shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the Party or to an officer of the Party, or in lieu of such personal delivery, when deposited in the United States mail, first-class postage prepaid, certified, return receipt requested, delivered to the following address:

| | |
|-----------------|---|
| Zions Bank: | Zions First National Bank Real Estate Banking Group One South Main Street, Suite 470 Salt Lake City, Utah 84133 Attn: Jacob Despain |
| With copies to: | Kirton McConkie 50 East South Temple, Suite 400 Salt Lake City, Utah 84111 Attn: John B. Lindsay |
| Agency: | Redevelopment Agency of Midvale City 7505 South Holden Street Midvale, Utah 84047 |
| Borrower: | Midvale Main Partners, LLC 4543 South Holladay Boulevard Holladay, Utah 84117 Attn: Jeff Beck |
| With copies to: | Dentons Durham Jones Pinegar, P.C. 3301 N. Thanksgiving Way, Suite 400 Lehi, Utah 84043 Attn: Brian Cheney |

Such addresses may be changed by notice to the other party given in the same manner provided in this Section 2.3.

Section 2.4 Attorneys' Fees. Should any litigation be commenced between the Parties to this Agreement, the Party prevailing in such litigation shall be entitled, in addition to such award, as a court may grant, a sum as a reasonable attorneys' fee.

Section 2.5 Governing Law. This Agreement and any claim, controversy, or dispute arising under or related to this Agreement, the relationship of the Parties, and/or the interpretation

and enforcement of the rights and duties of the Parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah.

Section 2.6 Sole and Only Agreement. This Agreement constitutes the sole and only agreement of the Parties relative to the subject matter herein and correctly sets forth the rights, duties, and obligations of each to the other in relation thereto as of the Closing Date.

Section 2.7 Necessary Acts. The Parties agree to perform all acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

Section 2.8 Invalid Provisions. In the event that any provision of this Agreement is found to be invalid or otherwise unenforceable under any applicable law, such invalidity or unenforceability shall not render any other provision contained herein invalid or unenforceable, and all such other provisions shall be given full force and effect to the same extent as though the invalid and unenforceable provision was not contained herein.

Section 2.9 Captions and Interpretation. Captions of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement. The language and all parts of this Agreement, in all cases, shall be construed in accordance with their fair meaning as if prepared by all Parties to this Agreement and not strictly for or against any Party to this Agreement.

Section 2.10 Further Assurances. Each Party to this Agreement hereby agrees to take any and all action necessary, appropriate or advisable to execute and discharge such Party's responsibilities and obligations created by the provisions of this Agreement and to further effectuate and carry out the intents and purposes of this Agreement and the transaction contemplated hereby.

Section 2.11 Number and Gender. Whenever the singular number is used in this Agreement and, when required by the context, the same shall include the plural, and vice versa; the masculine gender shall include the feminine and the neuter genders, and vice versa; and the word "person" shall include corporation, firm, partnership, or other form of association.

Section 2.12 Successors and Assigns. This Agreement and each of its provisions shall be binding on the heirs, executors, administrators, successors, and assigns of each of the Parties hereto. However, nothing contained in this section shall be a consent to the assignment or delegation by any Party to this Agreement of such Party's respective rights and obligations created by the provisions of this Agreement.

Section 2.13 Reservation of Rights. The failure of any Party to this Agreement at any time or times hereafter to require strict performance by the other Party to this Agreement of any of the warranties, representations, covenants, terms, conditions and provisions set forth in this Agreement shall not waive, affect or diminish any right of such Party failing to require strict

performance to demand strict compliance and performance therewith and with respect to any other provisions, warranties, terms, and conditions contained in this Agreement, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether the same or of a different type. None of the representations, warranties, covenants, conditions, provisions, and terms contained in this Agreement shall be deemed to have been waived by any act or knowledge of any Party to this Agreement, such Party's agents, officers, or employees and any such waiver shall be made only by an instrument in writing, signed by the waiving Party and directed to the non-waiving Party specifying such waiver, and each Party hereto reserves such Party's rights to insist upon strict compliance herewith at all times.

Section 2.14. Concurrent Remedies. No right or remedy set forth in this Agreement conferred on or reserved to the Parties to this Agreement is exclusive of any other right or remedy set forth in this Agreement or by law or equity provided or permitted; but each such right and remedy shall be cumulative of, and in addition to, every other right and remedy set forth in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. The termination of this Agreement for any reason whatsoever shall not prejudice any right or remedy which any Party to this Agreement may have, either at law, in equity, or pursuant to the provisions of this Agreement.

Section 2.15 Consent to Agreement. By executing this Agreement, the Parties to this Agreement represent that such Parties have read or caused to be read this Agreement in all particulars, and consent to the rights, conditions, duties and responsibilities imposed upon such Parties as set forth in this Agreement.

Section 2.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, but all of which taken together shall constitute only one agreement. The production of any executed counterpart of this Agreement shall be sufficient for all purposes without producing or accounting for any other counterpart. Copies of this Agreement, and fax signatures thereon, shall have the same force, effect and legal status as an original.

Section 2.17 Electronic Signatures. The Parties to this Agreement expressly agree that they may, but are not obligated to, conduct this transaction electronically, including by scan, email, fax, or other electronic means.

*[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]*

BORROWER

MIDVALE MAIN PARTNERS, LLC,
a Utah limited liability company

By: BlackPine, LLC,
a Utah limited liability company
Its: Manager

By: _____
Daniel A. Stephens
Its: Manager

AGENCY

**REDEVELOPMENT AGENCY
OF MIDVALE CITY,**
a political subdivision

By: _____

Name: _____

Title: _____

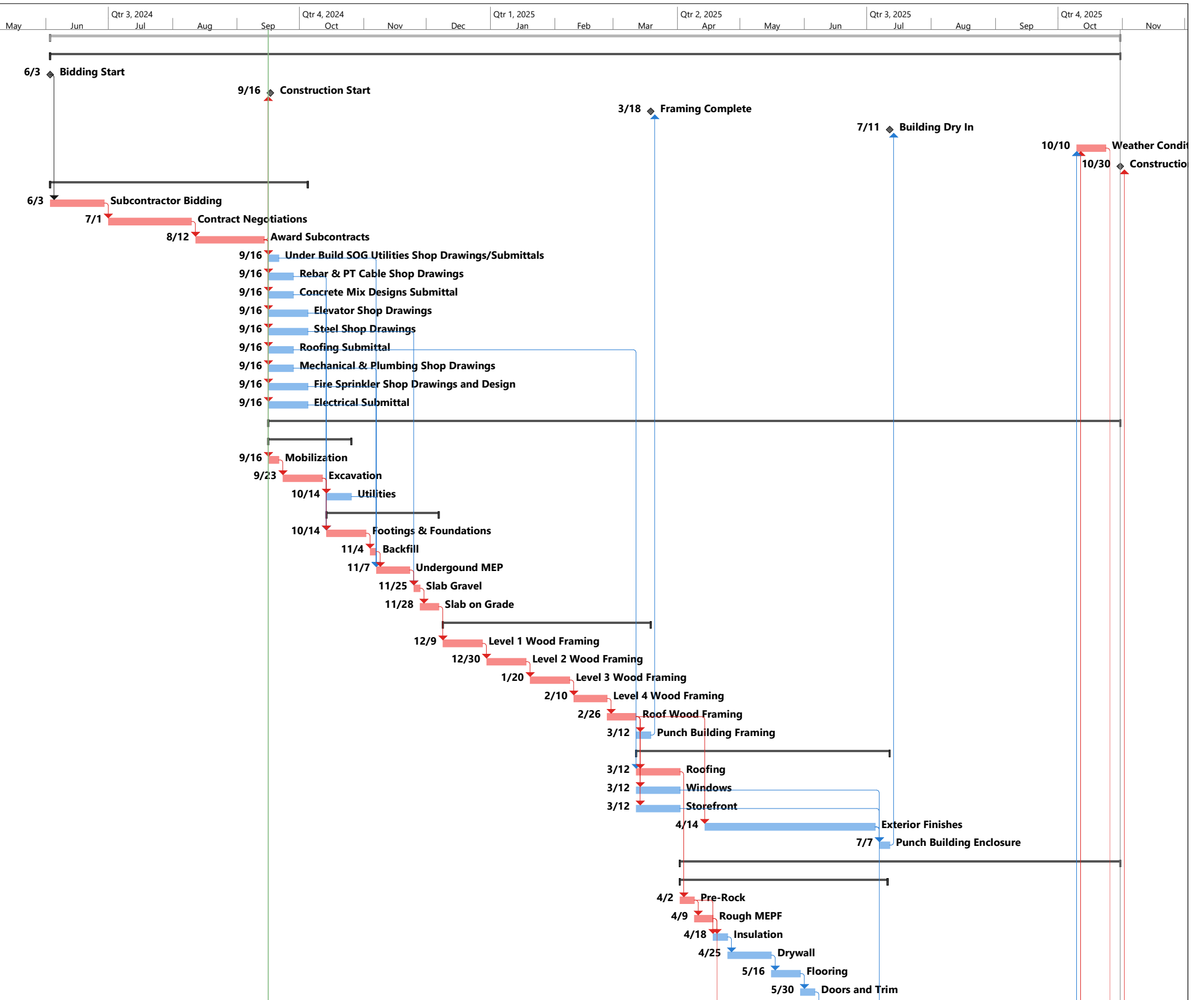
ZIONS BANK

ZIONS BANCORPORATION, N.A.,
dba Zions First National Bank

By: _____
Jacob Despain, Senior Vice President

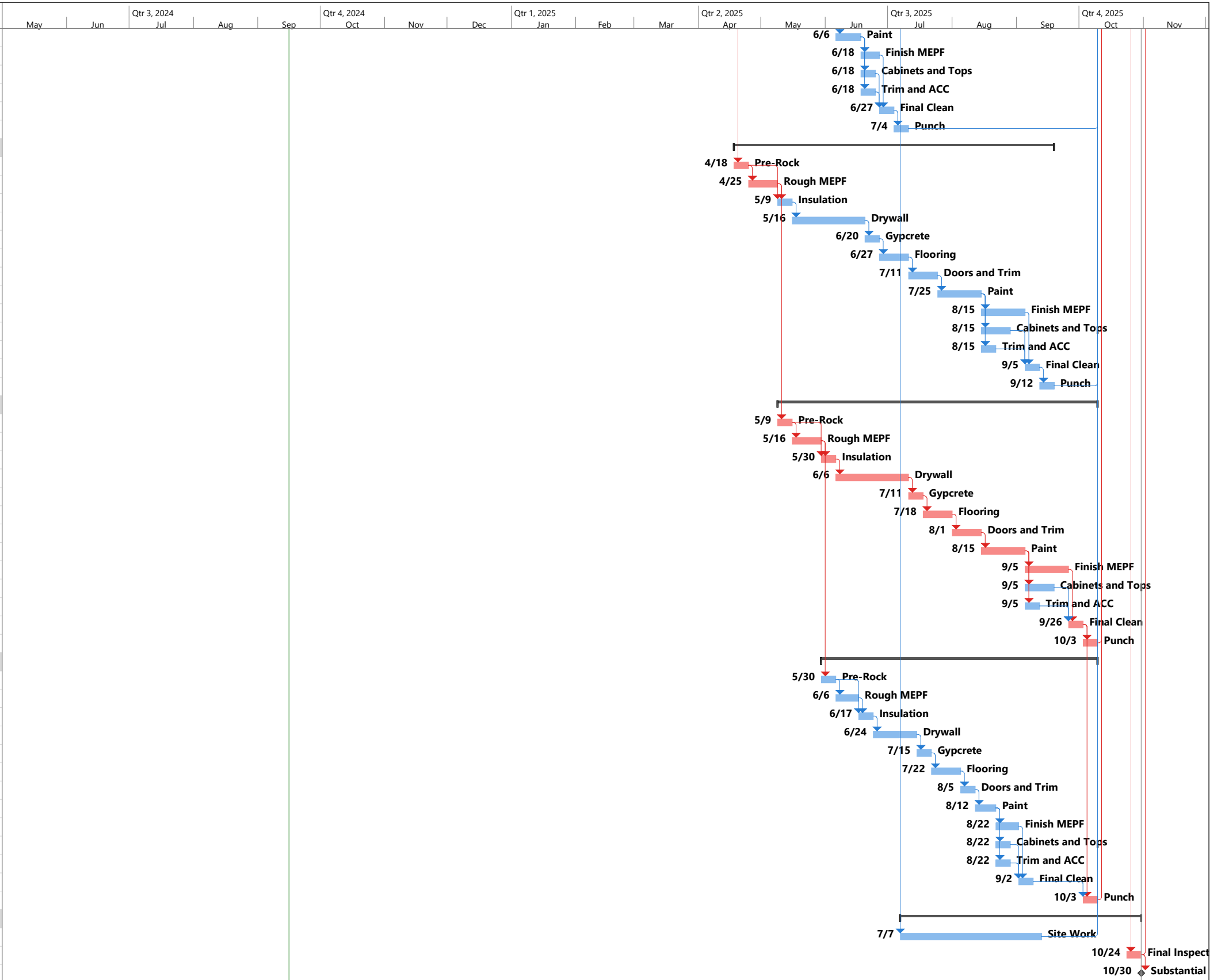
EXHIBIT "H"
PROJECT TIMELINE

| ID | Task Name | Duration | Start | Finish |
|----|--|-----------------|---------------------|---------------------|
| 0 | West Main - Midvale 9.16.24. | 369 days | Mon 6/3/24 | Thu 10/30/25 |
| 1 | Key Milestones | 369 days | Mon 6/3/24 | Thu 10/30/25 |
| 2 | Bidding Start | 0 days | Mon 6/3/24 | Mon 6/3/24 |
| 3 | Construction Start | 0 days | Mon 9/16/24 | Mon 9/16/24 |
| 4 | Framing Complete | 0 days | Tue 3/18/25 | Tue 3/18/25 |
| 5 | Building Dry In | 0 days | Fri 7/11/25 | Fri 7/11/25 |
| 6 | Weather Condition Days (Owner Allowance) | 10 days | Fri 10/10/25 | Thu 10/23/25 |
| 7 | Construction Complete | 0 days | Thu 10/30/25 | Thu 10/30/25 |
| 8 | Procurement | 90 days | Mon 6/3/24 | Fri 10/4/24 |
| 9 | Subcontractor Bidding | 20 days | Mon 6/3/24 | Fri 6/28/24 |
| 10 | Contract Negotiations | 30 days | Mon 7/1/24 | Fri 8/9/24 |
| 11 | Award Subcontracts | 25 days | Mon 8/12/24 | Fri 9/13/24 |
| 12 | Under Build SOG Utilities Shop Drawings/Submittals | 5 days | Mon 9/16/24 | Fri 9/20/24 |
| 13 | Rebar & PT Cable Shop Drawings | 10 days | Mon 9/16/24 | Fri 9/27/24 |
| 14 | Concrete Mix Designs Submittal | 10 days | Mon 9/16/24 | Fri 9/27/24 |
| 15 | Elevator Shop Drawings | 15 days | Mon 9/16/24 | Fri 10/4/24 |
| 16 | Steel Shop Drawings | 15 days | Mon 9/16/24 | Fri 10/4/24 |
| 17 | Roofing Submittal | 10 days | Mon 9/16/24 | Fri 9/27/24 |
| 18 | Mechanical & Plumbing Shop Drawings | 10 days | Mon 9/16/24 | Fri 9/27/24 |
| 19 | Fire Sprinkler Shop Drawings and Design | 15 days | Mon 9/16/24 | Fri 10/4/24 |
| 20 | Electrical Submittal | 15 days | Mon 9/16/24 | Fri 10/4/24 |
| 21 | Construction | 294 days | Mon 9/16/24 | Thu 10/30/25 |
| 22 | General Site Work | 30 days | Mon 9/16/24 | Fri 10/25/24 |
| 23 | Mobilization | 5 days | Mon 9/16/24 | Fri 9/20/24 |
| 24 | Excavation | 15 days | Mon 9/23/24 | Fri 10/11/24 |
| 25 | Utilities | 10 days | Mon 10/14/24 | Fri 10/25/24 |
| 26 | Sub Structure | 40 days | Mon 10/14/24 | Fri 12/6/24 |
| 27 | Footings & Foundations | 15 days | Mon 10/14/24 | Fri 11/1/24 |
| 28 | Backfill | 3 days | Mon 11/4/24 | Wed 11/6/24 |
| 29 | Underground MEP | 12 days | Thu 11/7/24 | Fri 11/22/24 |
| 30 | Slab Gravel | 3 days | Mon 11/25/24 | Wed 11/27/24 |
| 31 | Slab on Grade | 7 days | Thu 11/28/24 | Fri 12/6/24 |
| 32 | Super Structure | 72 days | Mon 12/9/24 | Tue 3/18/25 |
| 33 | Level 1 Wood Framing | 15 days | Mon 12/9/24 | Fri 12/27/24 |
| 34 | Level 2 Wood Framing | 15 days | Mon 12/30/24 | Fri 1/17/25 |
| 35 | Level 3 Wood Framing | 15 days | Mon 1/20/25 | Fri 2/7/25 |
| 36 | Level 4 Wood Framing | 12 days | Mon 2/10/25 | Tue 2/25/25 |
| 37 | Roof Wood Framing | 10 days | Wed 2/26/25 | Tue 3/11/25 |
| 38 | Punch Building Framing | 5 days | Wed 3/12/25 | Tue 3/18/25 |
| 39 | Building Enclosure | 88 days | Wed 3/12/25 | Fri 7/11/25 |
| 40 | Roofing | 15 days | Wed 3/12/25 | Tue 4/1/25 |
| 41 | Windows | 15 days | Wed 3/12/25 | Tue 4/1/25 |
| 42 | Storefront | 15 days | Wed 3/12/25 | Tue 4/1/25 |
| 43 | Exterior Finishes | 60 days | Mon 4/14/25 | Fri 7/4/25 |
| 44 | Punch Building Enclosure | 5 days | Mon 7/7/25 | Fri 7/11/25 |
| 45 | Interiors | 152 days | Wed 4/2/25 | Thu 10/30/25 |
| 46 | Level 1 | 72 days | Wed 4/2/25 | Thu 7/10/25 |
| 47 | Pre-Rock | 5 days | Wed 4/2/25 | Tue 4/8/25 |
| 48 | Rough MEPF | 7 days | Wed 4/9/25 | Thu 4/17/25 |
| 49 | Insulation | 5 days | Fri 4/18/25 | Thu 4/24/25 |
| 50 | Drywall | 15 days | Fri 4/25/25 | Thu 5/15/25 |
| 51 | Flooring | 10 days | Fri 5/16/25 | Thu 5/29/25 |
| 52 | Doors and Trim | 5 days | Fri 5/30/25 | Thu 6/5/25 |



| | | | | | | | |
|-----------|-----------------|--------------------|-----------|-----------------------|----------------|--------------------|-----------------|
| Task | Summary | Inactive Milestone | Milestone | Duration-only | Start-only | External Milestone | Critical Split |
| Split | Project Summary | Inactive Summary | Milestone | Manual Summary Rollup | Finish-only | Deadline | Progress |
| Milestone | Inactive Task | Manual Task | Milestone | Manual Summary | External Tasks | Critical | Manual Progress |

| ID | Task Name | Duration | Start | Finish |
|-----|----------------------|-----------------|--------------------|---------------------|
| 53 | Paint | 8 days | Fri 6/6/25 | Tue 6/17/25 |
| 54 | Finish MEPF | 7 days | Wed 6/18/25 | Thu 6/26/25 |
| 55 | Cabinets and Tops | 5 days | Wed 6/18/25 | Tue 6/24/25 |
| 56 | Trim and ACC | 5 days | Wed 6/18/25 | Tue 6/24/25 |
| 57 | Final Clean | 5 days | Fri 6/27/25 | Thu 7/3/25 |
| 58 | Punch | 5 days | Fri 7/4/25 | Thu 7/10/25 |
| 59 | Level 2 | 110 days | Fri 4/18/25 | Thu 9/18/25 |
| 60 | Pre-Rock | 5 days | Fri 4/18/25 | Thu 4/24/25 |
| 61 | Rough MEPF | 10 days | Fri 4/25/25 | Thu 5/8/25 |
| 62 | Insulation | 5 days | Fri 5/9/25 | Thu 5/15/25 |
| 63 | Drywall | 25 days | Fri 5/16/25 | Thu 6/19/25 |
| 64 | Gypcrete | 5 days | Fri 6/20/25 | Thu 6/26/25 |
| 65 | Flooring | 10 days | Fri 6/27/25 | Thu 7/10/25 |
| 66 | Doors and Trim | 10 days | Fri 7/11/25 | Thu 7/24/25 |
| 67 | Paint | 15 days | Fri 7/25/25 | Thu 8/14/25 |
| 68 | Finish MEPF | 15 days | Fri 8/15/25 | Thu 9/4/25 |
| 69 | Cabinets and Tops | 10 days | Fri 8/15/25 | Thu 8/28/25 |
| 70 | Trim and ACC | 5 days | Fri 8/15/25 | Thu 8/21/25 |
| 71 | Final Clean | 5 days | Fri 9/5/25 | Thu 9/11/25 |
| 72 | Punch | 5 days | Fri 9/12/25 | Thu 9/18/25 |
| 73 | Level 3 | 110 days | Fri 5/9/25 | Thu 10/9/25 |
| 74 | Pre-Rock | 5 days | Fri 5/9/25 | Thu 5/15/25 |
| 75 | Rough MEPF | 10 days | Fri 5/16/25 | Thu 5/29/25 |
| 76 | Insulation | 5 days | Fri 5/30/25 | Thu 6/5/25 |
| 77 | Drywall | 25 days | Fri 6/6/25 | Thu 7/10/25 |
| 78 | Gypcrete | 5 days | Fri 7/11/25 | Thu 7/17/25 |
| 79 | Flooring | 10 days | Fri 7/18/25 | Thu 7/31/25 |
| 80 | Doors and Trim | 10 days | Fri 8/1/25 | Thu 8/14/25 |
| 81 | Paint | 15 days | Fri 8/15/25 | Thu 9/4/25 |
| 82 | Finish MEPF | 15 days | Fri 9/5/25 | Thu 9/25/25 |
| 83 | Cabinets and Tops | 10 days | Fri 9/5/25 | Thu 9/18/25 |
| 84 | Trim and ACC | 5 days | Fri 9/5/25 | Thu 9/11/25 |
| 85 | Final Clean | 5 days | Fri 9/26/25 | Thu 10/2/25 |
| 86 | Punch | 5 days | Fri 10/3/25 | Thu 10/9/25 |
| 87 | Level 4 | 95 days | Fri 5/30/25 | Thu 10/9/25 |
| 88 | Pre-Rock | 5 days | Fri 5/30/25 | Thu 6/5/25 |
| 89 | Rough MEPF | 7 days | Fri 6/6/25 | Mon 6/16/25 |
| 90 | Insulation | 5 days | Tue 6/17/25 | Mon 6/23/25 |
| 91 | Drywall | 15 days | Tue 6/24/25 | Mon 7/14/25 |
| 92 | Gypcrete | 5 days | Tue 7/15/25 | Mon 7/21/25 |
| 93 | Flooring | 10 days | Tue 7/22/25 | Mon 8/4/25 |
| 94 | Doors and Trim | 5 days | Tue 8/5/25 | Mon 8/11/25 |
| 95 | Paint | 8 days | Tue 8/12/25 | Thu 8/21/25 |
| 96 | Finish MEPF | 7 days | Fri 8/22/25 | Mon 9/1/25 |
| 97 | Cabinets and Tops | 5 days | Fri 8/22/25 | Thu 8/28/25 |
| 98 | Trim and ACC | 5 days | Fri 8/22/25 | Thu 8/28/25 |
| 99 | Final Clean | 5 days | Tue 9/2/25 | Mon 9/8/25 |
| 100 | Punch | 5 days | Fri 10/3/25 | Thu 10/9/25 |
| 101 | Other | 84 days | Mon 7/7/25 | Thu 10/30/25 |
| 102 | Site Work | 50 days | Mon 7/7/25 | Fri 9/12/25 |
| 103 | Final Inspections | 5 days | Fri 10/24/25 | Thu 10/30/25 |
| 104 | Substantial Complete | 0 days | Thu 10/30/25 | Thu 10/30/25 |



| | | | | | | |
|-----------|-----------------|--------------------|-----------------------|----------------|--------------------|-----------------|
| Task | Summary | Inactive Milestone | Duration-only | Start-only | External Milestone | Critical Split |
| Split | Project Summary | Inactive Summary | Manual Summary Rollup | Finish-only | Deadline | Progress |
| Milestone | Inactive Task | Manual Task | Manual Summary | External Tasks | Critical | Manual Progress |

EXHIBIT "I"
PREFERRED BUSINESS LIST

Midvale Main Desired Business Categories

Below is a list of business categories which will play an important role in establishing an arts, food, and culture district. This list is not considered to be an exhaustive list of businesses but should be utilized as a guide when considering which businesses will further the revitalization of Midvale Main. These businesses should attract visitors to the Midvale main on a regular basis and maintain operating hours that are conducive to the public.

1. Art Galleries and Studios:

- Contemporary art galleries
- Studios for local artists
- Co-working spaces for artists

2. Theaters and Performing Arts Spaces:

- Live theaters
- Performance art spaces
- Dance studios and academies

3. Music Venues:

- Concert halls
- Live music venues
- Jazz clubs or lounges

4. Food and Beverage:

- Restaurants
- Breweries
- Supper Clubs
- Bars/Pubs
- Cafes/Luncheonettes
- Gourmet Food Stores
- Grocery/Bodega
- Specialty tea or coffee shop
- Arts inspired confectionery/bakery

5. Museums and Cultural Institutions:

- Art museums
- Cultural heritage centers

6. Artisan and Craft Shops:

- Handmade crafts stores
- Art supply shops
- Specialty boutiques
- Boutiques featuring handmade jewelry, pottery, textiles, soap, and other artisanal products.
- Farmers/Craft markets
- Pop up shops
- Monthly or seasonal art fairs
- Crafting workshops with associated retail spaces
- Rock and Insect Shops

7. Event Spaces:

- Multi-purpose event venues
- Community gathering spaces
- Outdoor event spaces

8. Educational Institutions:

- Art schools
- Cultural studies programs
- Culinary arts schools or workshops
- Workshops and classes

9. Media and Publishing:

Exhibit A

- Independent bookstores
- Literary magazines or publishers

10. Creative Technology Hubs:

- Virtual reality (VR) or augmented reality (AR) studios
- Tech incubators for creative industries
- Digital art galleries
- Gaming Cafes'

11. Community Centers:

- Spaces for community events and meetings
- Workshops and classes for all age groups

12. Vintage and Antique Shops:

- Vintage clothing stores
- Antique furniture and decor shops
- Collectibles and memorabilia stores

13. Fashion Boutiques:

- Boutiques showcasing local designers and fashion artists
- Concept stores with a unique blend of fashion and art
- Clothing stores promoting cultural attire and accessories
- Ethnic and cultural fashion boutiques

14. Home Decor and Design Stores:

- Interior design shops featuring unique and artistic home decor items
- Design studios offering custom pieces

15. Music and Record Stores:

- Vinyl record shops
- Music merchandise stores

16. Lifestyle and Wellness Shops:

- Centers that promote health and wellness
- Spa and Beauty
- Yoga and Meditation Studios

17. Concept Stores:

- Stores with a unique concept that combines art, culture, and retail
- Collaborative spaces hosting various brands and creators

18. Kids and Family-Friendly Shops:

- Educational toy stores
- Family-friendly art and craft shops
- Hobby Shops

19. Tourism and Visitor Centers:

- Information centers promoting local culture
- Walking or biking tour services
- Cultural tourism initiatives

ENVIRONMENTAL INDEMNITY AGREEMENT

This Environmental Indemnity Agreement (“Environmental Indemnity”) is made and entered into as of _____, 2024 (the “Closing Date”), by Midvale Main Partners, LLC, a Utah limited liability company (“Owner”), BBP Holdings LLC, a Utah limited liability company (“BBP Holdings”), BlackPine, LLC, a Utah limited liability company (“BlackPine”), GCH Ventures, LLC, a Utah limited liability company (“GCH Ventures”), GRP Holdings, LLC, a Utah limited liability company (“GRP Holdings”), Tapestry Capital Partners LLC, a Utah limited liability company (“Tapestry Capital”), Jeffrey D. Beck, an individual, Garrett J. Hansen, an individual, and Daniel A. Stephens, an individual (BBP Holdings, BlackPine, GCH Ventures, GCH Ventures, GRP Holdings, Tapestry Capital, Jeffrey D. Beck, Garrett J. Hansen, and Daniel A. Stephens are, individually and collectively, “Guarantor”), to and for the benefit of the Redevelopment Agency of Midvale City, a political subdivision (“Agency”).

RECITALS

A. Agency has agreed, upon the satisfaction of certain conditions, to contribute to Owner and BlackPine up to Six Million Two Hundred Fifty Four Thousand Two Hundred Seventy Five Dollars (\$6,254,275.00) (the “Incentive Funding”) for the purpose of constructing a 66-unit multifamily apartment building with approximately 8,470 square feet of retail space on real property located at 7598 South Main Street, Midvale, Salt Lake County, State of Utah (the “Property”) which Incentive Funding will be secured by, among other things, a lien on the real property located in Salt Lake County, State of Utah, which is more particularly described on the attached Exhibit A which is incorporated into this Environmental Indemnity by this reference (the “Property”).

B. In connection with the Incentive, Agency and Owner are entering into an Incentive Agreement dated the Closing Date (the “Incentive Agreement”).

C. As an express condition and as an inducement to Agency to make the Incentive, Agency is requiring Owner and Guarantor to enter into this Environmental Indemnity.

AGREEMENT

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Owner and Guarantor agree as follows:

1. **Definitions.** The following terms shall have the following meanings in this Environmental Indemnity:

(a) “Environmental Compliance Audit” means an audit of the Property for the purpose of determining whether Owner and the Property are in full compliance with all applicable Environmental Laws. The audit shall include, without limitation, (i) a determination of all environmental registrations and notices required to be filed by Owner with respect to the Property,

(ii) a determination of all permits and approvals required to be obtained or maintained by Owner with respect to the Property, (iii) an examination of the Property to determine whether there has been any disposal of Hazardous Substances on or under the Property or any other violation of any applicable environmental law affecting Owner or the Property which requires remediation to be in compliance with applicable Environmental Laws in effect as of the date of the audit, and (iv) a review of Owner's facilities, records, policies, procedures and ongoing operations to determine whether Owner's operations are being conducted in full compliance with all applicable Environmental Laws.

(b) "Environmental Compliance Audit Certificate" shall mean a certificate addressed to Agency issued by a competent, independent environmental consultant acceptable to Agency certifying that the consultant has completed an Environmental Compliance Audit of Owner and the Property, and that, except as otherwise disclosed in the Environmental Report, (i) as of the effective date of the certificate, Owner and the Property are in full compliance with all applicable Environmental Laws, (ii) there has been no known disposal of Hazardous Materials at, in, on or under the Property which requires remediation to be in compliance with Environmental Laws in effect as of the date of the audit, and (iii) in the consultant's opinion after due inquiry, there is no basis for the consultant to recommend or require further investigation or testing with respect to any suspected or possible disposal of Hazardous Materials at the Property.

(c) "Environmental Law" shall mean federal laws of the jurisdiction where the Property is located that are related to health, safety or environmental protection.

(d) "Hazardous Substances" shall mean those substances defined as toxic or hazardous substances by Environmental Law, and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

(e) "Property" shall mean the property located at 7598 South Main Street, Midvale, Salt Lake County, State of Utah.

2. Indemnification. Owner and Guarantor hereby agree to indemnify, hold harmless and defend (by counsel of Agency's choice reasonably acceptable to Owner and Guarantor) Agency, its directors, officers, employees, agent, successors and assigns from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including but not limited to reasonable attorneys' fees and expenses), arising directly or indirectly, in whole or in part, out of (a) the presence on or under or emanating from the Property of any Hazardous Materials, or any releases or discharges of any Hazardous Materials on, under or from the Property, or (b) any activity carried on or undertaken on or off the Property, whether prior to or during the term of the Incentive or Owner's possession of the Property, and whether by Owner or any predecessor in title or any employees, agents, contractors or subcontractors of Owner or any predecessor in title, or any third persons at any time occupying or present on the Property, in connection with the handling, treatment, removal, storage, decontamination, clean-up, transport or disposal of any

Hazardous Materials at any time located or present on or under the Property. The foregoing indemnity shall further apply to any residual contamination on or under the Property, or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with applicable laws, regulations, codes and ordinances. Provided however, this indemnification shall not extend to cover any occurrences described in (a) or (b) above where the subject presence, contamination, release or activity first takes place after Agency or a purchaser at foreclosure sale takes title to or possession of the Property or occurrences that take place as a result of Agency's own negligence or willful misconduct. Owner and Guarantor acknowledge and agree the obligations of Owner and Guarantor under this Environmental Indemnity shall be unlimited personal obligations of Owner and Guarantor and shall survive any foreclosure under the Trust Deed, any transfer in lieu thereof, and any satisfaction of the obligations of Owner and Guarantor in connection with the Incentive. Owner and Guarantor acknowledge that Agency's appraisal of the Property is such that Agency would not extend the Incentive but for the personal liability undertaken by Owner and Guarantor for the obligations under this Environmental Indemnity.

3. No Future Disposal. Owner and Guarantor shall not cause or permit any Hazardous Materials to be placed, held, located or disposed of on, under or at the Property or any part thereof which are in violation of any Environmental Laws.

4. Compliance Certificate. If at any time Agency, in good faith, has reason to believe Hazardous Materials, other than the presence, use, storage and disposal of Hazardous Materials of the type and in the amount generally used in the ordinary course of leasing, operating, maintaining or developing properties such as the Property that is in compliance with all applicable Environmental Laws, have been placed, held, located or disposed of on, under or at the Property or any part thereof, other than as stated in the Environmental Report, and upon written request by Agency and at Owner's and Guarantor's cost and expense, Owner and Guarantor shall provide Agency with an Environmental Compliance Audit Certificate which shall be reasonably related to the problem anticipated by Agency, effective as of a date no earlier than the date of the notice. Owner and Guarantor shall deliver to Agency the Environmental Compliance Audit Certificate within thirty (30) days of such notice. In the event Owner and Guarantor fail or refuse to deliver to Agency an Environmental Compliance Audit Certificate within such thirty (30) days, Agency may, at Owner's and Guarantor's risk and expense, arrange to obtain such a certificate. In the event the Property is in a condition such that an Environmental Compliance Audit Certificate cannot be issued, Owner and Guarantor agree, at their own cost and expense, to take all action necessary to bring the Property into compliance with all Environmental Laws, including all remediation and clean-up, so an Environmental Compliance Audit Certificate can be issued. Agency and any consultant retained by or for the benefit of Agency shall have the right, without further permission from, and upon reasonable notice to Owner and Guarantor, to enter upon the Property for the purpose of performing any examination or testing required in order to provide such a certificate, and Owner and Guarantor shall provide the consultant with reasonable access to Owner's and Guarantor's records for such purposes. Any costs incurred by Agency in obtaining such a certificate shall be added to the Principal Indebtedness under the Note and shall be

immediately due and payable, and shall bear interest at the default rate provided in the Note from the date incurred until paid by Owner and Guarantor.

5. Survival of Obligations. All of Owner's and Guarantor's obligations, including, without limitation, all obligations for indemnification, and all representations, and warranties shall survive the payment and performance in full of all of Owner's and Guarantor's obligations under the Incentive Documents, and all other obligations of Owner under the Incentive Documents, any foreclosure under the Trust Deed, any transfer in lieu thereof, and any reconveyance of the Property. Owner and Guarantor acknowledge that Owner's and Guarantor's obligations under this Environmental Indemnity are independent of Owner's and Guarantor's obligations under any other Incentive Document, and are not secured by the Trust Deed. Owner and Guarantor acknowledge that Agency's appraisal of the Property is such that Agency would not extend the Incentive but for the personal liability undertaken by Owner and Guarantor for the obligations under this Environmental Indemnity.

Notwithstanding anything to the contrary contained in this Environmental Indemnity, none of the Real Property (as such term is defined in the Trust Deed) pledged as Collateral for the Incentive secures payment and performance under this Environmental Indemnity or the Continuing Guaranty.

6. Event of Default. If any representation or warranty of Owner and Guarantor in this Environmental Indemnity is false in any material respect or materially misleading as of the Closing Date, or at any time during the term of the Incentive, or should Owner and Guarantor default in the timely performance of any obligation or in the satisfaction of any condition under this Environmental Indemnity, such event shall constitute an Event of Default under the Incentive Agreement, and Agency shall have all rights and remedies under the Incentive Documents or under applicable law in the event of such an Event of Default.

7. Conflict. This Environmental Indemnity shall be construed to provide Agency with the maximum protection possible against environmental liabilities of every kind relating to the Property. In the event of a conflict between any provision of this Environmental Indemnity and any provision of any other Incentive Document, the provision offering the greatest protection to Agency under the circumstances shall control. In the event any provision of this Environmental Indemnity shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable, the balance of the terms of this Environmental Indemnity shall remain in full effect and shall be construed to provide Agency with the maximum protection possible.

8. Notices. All notices shall be in writing and shall be deemed to have been sufficiently given if provided in accordance with the terms and conditions of the Incentive Agreement.

9. Successors and Assigns. This Environmental Indemnity shall be binding upon and inure to the benefit of Agency and Owner and Guarantor and their respective heirs, representatives, successors and assigns.

10. **Governing Law.** This Environmental Indemnity shall be governed by and construed in accordance with the laws of the State of Utah and the United States of America.

11. **Attorneys' Fees.** Upon the occurrence of a default, Agency may employ an attorney or attorneys to protect Agency's rights under this Environmental Indemnity, and Owner and Guarantor shall pay Agency reasonable attorneys' fees and costs actually incurred by Agency, whether or not action is actually commenced against Owner and Guarantor by reason of such breach. Otherwise, should any litigation or arbitration proceeding be commenced between Owner, Guarantor and Agency or their successors or assigns concerning any provision of this Environmental Indemnity, then the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for its attorneys' fees and costs and court costs in such litigation or arbitration, or any appeal thereof, which sum shall be determined by the court or arbitrator in such litigation or in a separate action brought for that purpose.

12. **Counterparts.** This Environmental Indemnity may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, but all of which taken together shall constitute only one agreement. The production of any executed counterpart of this Environmental Indemnity shall be sufficient for all purposes without producing or accounting for any other counterpart. Copies of this Environmental Indemnity, and fax signatures thereon, shall have the same force, effect and legal status as an original.

13. **Electronic Signatures.** The parties to this Environmental Indemnity expressly agree that they may, but are not obligated to, conduct this transaction electronically, including by scan, email, fax, or other electronic means.

*[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]*

OWNER

MIDVALE MAIN PARTNERS, LLC,
a Utah limited liability company

By: BlackPine, LLC,
a Utah limited liability company
Its: Manager

By: _____
Daniel A. Stephens
Its: Manager

GUARANTOR

BBP HOLDINGS LLC,
a Utah limited liability company

By: _____
Jeffrey D. Beck, Member

By: _____
Caitlin Beck, Member

BLACKPINE, LLC,
a Utah limited liability company

By: _____
Daniel A. Stephens, Manager

GCH VENTURES, LLC,
a Utah limited liability company

By: _____
Garrett J. Hansen, Manager

GRP HOLDINGS, LLC,
a Utah limited liability company

By: _____
Daniel A. Stephens, Manager

By: _____
Cassidy Stephens, Manager

TAPESTRY CAPITAL PARTNERS LLC,
a Utah limited liability company

By: _____
Jeffrey D. Beck, Manager

JEFFREY D. BECK, Individually

GARRETT J. HANSEN, Individually

DANIEL A. STEPHENS, Individually

Agency

**Redevelopment Agency of Midvale
City, a public body**

By: _____
MARCUS STEVENSON
Its: Chief Administrative Officer

By: _____
MATT DAHL
Its: Executive Director

EXHIBIT A

REAL PROPERTY DESCRIPTION

The real property located in Salt Lake County, State of Utah, and more particularly described as follows:

LOT 1, WEST MAIN SUBDIVISION, ACCORDING TO THE PLAT THEREOF
AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY
RECORDER.

Additional Documents for Reference

- Unconditional Guaranty of Completion
- UCC Financing Statement
- Trust Deed with Assignments of Rent
- Promissory Notes

UNCONDITIONAL GUARANTY OF COMPLETION
AND PERFORMANCE

This Unconditional Guaranty of Completion and Performance (this "Completion Guaranty") is made as of _____, 2024, by BBP Holdings LLC, a Utah limited liability company, BlackPine, LLC, a Utah limited liability company, GCH Ventures, LLC, a Utah limited liability company, GRP Holdings, LLC, a Utah limited liability company, Tapestry Capital Partners LLC, a Utah limited liability company, Jeffrey D. Beck, an individual, Garrett J. Hansen, an individual, and Daniel A. Stephens, an individual (individually and collectively, "Completion Guarantor"), for the benefit of the Redevelopment Agency of Midvale City, a political subdivision ("Agency").

RECITALS

1. The Agency and Midvale Main Partners, LLC, a Utah limited liability company (the "**Owner**"), and Blackpine, LLC, a Utah limited liability company, the general contractor of the Project, as defined below, (the "**Developer**") entered into that certain Incentive Agreement dated _____, 2024, (the "**Incentive Agreement**") pursuant to which the Agency has agreed, upon the satisfaction of certain conditions, to contribute to the Developer up to \$6,254,275.00 (the "**Incentive**") as required by the Incentive Agreement for the purpose of constructing a 66-unit multifamily apartment building with approximately 8,470 square feet of retail space (the "Improvements") on real property located at 7598 South Main Street, Midvale, Salt Lake County, State of Utah (the "Property" and together with the Improvements, the "Project").
2. Pursuant to the Incentive Agreement, the Completion Guarantor covenant for the benefit of the Agency to complete the Project. As a condition to the Agency providing the Incentive to the Developer and Owner, the Agency has requested that the Completion Guarantor, irrespective of the Completion Guarantor's beneficial ownership interest in the Property, duly execute and deliver this Completion Guaranty guaranteeing completion of the construction of the Project and the performance of other covenants which are all considered by the Agency to be material regarding the Agency's decision to contribute the Incentive to the Project. For the purposes of this Completion Guaranty, the preceding and following capitalized terms shall have the meanings specified or referenced in the Incentive Agreement to the extent that they are not already defined herein.
3. Completion Guarantor will gain substantial benefit from the Incentive and the construction and operation of the Project.
4. As a condition to the Agency providing the Incentive, the Agency requires Completion Guarantor to enter into this Completion Guaranty.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Completion Guarantor hereby agrees as follows:

1. Guaranty. The Completion Guarantor hereby unconditionally and absolutely warrants and guarantees to the Agency, its successors and assigns, that: (a) construction of the Project shall be commenced and shall be substantially completed within the time limits set forth in the Incentive Agreement; (b) the Project shall be constructed and completed in accordance with the Incentive Agreement and the Project Plans approved by Midvale City on July 12, 2022 (as described in the Incentive Agreement) without material deviation therefrom unless permitted by or approved by the Agency in writing in accordance with the Incentive Agreement; (c) except as otherwise provided in the Incentive Agreement, the Project will be constructed and completed free and clear of all liens and encumbrances, including, without limitation, all mechanics liens, materialmen's liens, and other similar liens (provided, however, it shall not be a breach of this Guranty if a lien or encumbrance is filed against the Project and Developer, Owner and/or the Completion Guarantor expeditiously pays or, if disputed, either bonds or provides another reasonable and customary form of security for the payment of the lien during the time any such dispute is pending); and (d) except for contested amounts, as to which adequate assurance of payment is provided, all costs of constructing the Project will be paid when due.

2. Nature of Guaranty. This Completion Guaranty is an original and independent obligation of the Completion Guarantor, separate and distinct from Developer's or Owner's obligations to the Agency under the Incentive Agreement. The obligations of the Completion Guarantor to the Agency under this are direct and primary, regardless of the validity or enforceability of the Incentive Agreement. This Completion Guaranty is for the benefit of the Agency and is not for the benefit of any third party. This Completion Guaranty shall continue (a) until the Project has been completed, in accordance with the Incentive Agreement; (b) all obligations of the Completion Guarantor to the Agency have been performed in full; and (c) Midvale City has issued a Certificate of Occupancy (as defined in the Incentive Agreement) for all affordable housing units in the Project.

3. Completion Guarantor's Authorization to Agency. The Completion Guarantor authorizes the Agency, without notice or demand and without lessening the Completion Guarantor's liability under this Completion Guaranty, from time to time: (a) to make or approve changes to the Project and (b) grant extensions of time for completion of the Project. The Completion Guarantor authorizes the Agency, with notice and without lessening the Completion Guarantor's liability under this Completion Guaranty, to assign or transfer this Completion Guaranty in whole or in part; provided, however, that such assignment shall be to a party designated by the Agency to complete the Project in connection with the Agency's exercise of its remedies under the Incentive Agreement.

4. Waivers. The obligations of the Completion Guarantor hereunder are independent of the obligations of Developer or Owner under the Incentive Agreement. The Completion Guarantor waives any defense related to the impossibility, illegality, incapacity, bankruptcy, or receivership of Developer or Owner. The Completion Guarantor waives any defenses based on the failure or inability of Developer or Owner to pay or reimburse the Guarantor the costs of performance hereunder. The Completion Guarantor waives any defense to the extent that it may require the creditor to proceed against Developer or Owner as a

condition precedent to any claim or demand hereon, and the Completion Guarantor waives any right to compel the transfer of security held by the Agency, if any, including any encumbrance entitling the Agency to foreclose or levy on the Project until such time as all the Certificates of Occupancy have been issued for the affordable housing units.

5. Rights and Remedies. If the Completion Guarantor, within thirty (30) days after written demand from the Agency shall fail to commence to perform or cause to be performed promptly as provided in this Completion Guaranty and thereafter diligently so perform, the Agency shall have the following rights and remedies after an Event of Default by Developer under the Incentive Agreement:

(a) The Agency, at its option, but without any obligation to do so, may proceed to perform on behalf of the Completion Guarantor any and all work on the Project and to pay any costs incurred in connection with the work. The Completion Guarantor, upon the Agency's written demand, shall promptly pay to the Agency all such sums expended together with interest thereon at a rate (the "**Specified Rate**") per annum equal to 4% above the "prime rate" of Zions Bank. The Agency, at its option, but without any obligation to do so, may cure any defaults, including without limitation, paying any unpaid bills and liens, including without limitation those for construction, labor, and material. The Completion Guarantor, upon the Agency's written demand, shall promptly pay the Agency all such sums expended together with interest thereon at the Specified Rate.

(b) The Agency may require the Completion Guarantor specifically to perform the Completion Guarantor's obligations under this Completion Guaranty, by action at law or in equity, or both, and further to collect in any such action, compensation for all loss, cost, damage, injury, and expense sustained or incurred by the Agency as a direct or indirect consequence of Developer's, Owner's, or the Completion Guarantor's failure to perform, with interest thereon at the Specified Rate.

(c) The Agency may require the Completion Guarantor to pay to the Agency all amounts owing by Owner or Developer to all of Owner's or Developer's contractors and subcontractors and materialmen.

(d) In addition, the Agency shall have and may exercise any or all of the rights and remedies it may have available at law, in equity or otherwise.

6. Termination. This Agreement shall terminate upon:

(a) the issuance by the Midvale City of a Certificate of Occupancy on all affordable housing units in the Project as provided in the Incentive Agreement, or

(b) the payment by the Completion Guarantor of all costs associated with the Project.

7. Other Agreements.

(a) Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be given by (i) Federal Express (or other established

express delivery service which maintains delivery records), (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses, or other such addresses as the parties may designate from time to time by written notice in the above manner:

If to Completion Guarantor:

BBP Holdings LLC

Attn: Jeffrey D. Beck

BlackPine, LLC

Attn: Daniel A. Stephens

GCH Ventures, LLC

Attn: Garrett J. Hansen

GRP Holdings, LLC

Attn: Daniel A. Stephens

Tapestry Capital Partners LLC

Attn: Jeffrey D. Beck

Jeffrey D. Beck

Garrett J. Hansen

Daniel A. Stephens

If to the Agency:

Attn: Chief Administrative Officer
Redevelopment Agency of Midvale
City 7505 South Holden Street
Midvale, Utah 84047
Attn: Executive Director

Notices shall be deemed effective on receipt, or upon attempted delivery thereof if delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means for accomplishing delivery.

(b) References. All references to "Section" or "Sections" contained herein are, unless specifically indicated otherwise, references to Sections of this Completion Guaranty. All references to "Exhibits" contained herein, if any, are references to Exhibits attached hereto, all of which are made a part hereof for all purposes.

(c) Captions; Headings. The captions, headings, and arrangements used in this Completion Guaranty are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

(d) Number and Gender of Words. Whenever herein the words of any gender shall include each other gender where appropriate.

(e) Attorney's Fees. If either the Agency or the Completion Guarantor commences a legal or equitable proceeding to enforce any of the terms of this Completion Guaranty, then the prevailing party in such action shall have the right to recover reasonable attorneys' fees and actual costs from the other party. The term "legal proceedings" as used above shall be deemed to include appeals from a lower court judgment and it shall include proceedings in the Federal Bankruptcy Court, whether or not they are adversary proceedings or contested matters.

(f) Governing Law. This Completion Guaranty and all transactions contemplated hereunder and/or evidenced hereby shall be governed by, construed under, and enforced in accordance with the internal laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Utah.

(g) Venue. The Completion Guarantor hereby agrees that all actions to enforce the terms and provisions of this Completion Guaranty shall be brought and maintained only within the State of Utah and the Completion Guarantor hereby consents to the exclusive jurisdiction of the appropriate court within Salt Lake County, Utah.

(h) Severability. If any provision of this Completion Guaranty is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Completion Guaranty shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Completion Guaranty; and the remaining provisions of this Completion Guaranty shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Completion Guaranty.

(i) Multiple Counterparts. This Completion Guaranty may be executed in a number of

identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Completion Guaranty, it shall not be necessary to produce or account for more than one such counterpart.

(j) Binding Effect. This Completion Guaranty is binding upon and inures to the benefit of the Agency and the Completion Guarantor and their respective successors and assigns. If Completion Guarantor is now or is ever composed of more than one party, the obligations and warranties contained herein and arising therefrom shall be joint and several as to each party.

(k) No Presumption. This Completion Guaranty shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against either party.

(l) Merger; Time of the Essence. This Completion Guaranty supersedes all prior agreements except as provided herein, and constitutes the entire agreement between the Agency and the Completion Guarantor with respect to the subject matter hereof. No modification or waiver will be effective unless in writing and signed by the party to be charged. All documents and other matters required to be furnished by the Completion Guarantor will be satisfactory in form and substance to counsel for the Agency. Time is of the essence hereof.

(m) Assignment and Enforcement. The Agency may, without any notice whatsoever to anyone, assign or transfer its interest in this Completion Guaranty and the Incentive Agreement, and in that event, each and every immediate and successive assignee, transferee, or holder of all or any part of this Completion Guaranty or the Incentive Agreement, as the case may be, shall have the right to enforce this Completion Guaranty, by suit or otherwise, for the benefit of such assignee, transferee, or holder as fully as if such assignee, transferee, or holder were herein by name specifically given such rights, powers, and benefits, provided that notice of transfer and/or proof of ownership of this Completion Guaranty is provided to the Completion Guarantor prior to the enforcement of this Guaranty.

(n) Waiver. The Agency shall not be deemed to have waived any rights under this Completion Guaranty unless such waiver is given in writing and signed by the Agency. No delay or omission on the part of the Agency in exercising any right shall operate as a waiver of such right or any other right.

EXECUTED by the undersigned Completion Guarantor as of the date specified *above*.

COMPLETION GUARANTOR

BBP HOLDINGS LLC,
a Utah limited liability company

By: _____
Jeffrey D. Beck, Member

By: _____
Caitlin Beck, Member

BLACKPINE, LLC,
a Utah limited liability company

By: _____
Daniel A. Stephens, Manager

GCH VENTURES, LLC,
a Utah limited liability company

By: _____
Garrett J. Hansen, Manager

GRP HOLDINGS, LLC,
a Utah limited liability company

By: _____
Daniel A. Stephens, Manager

By: _____
Cassidy Stephens, Manager

TAPESTRY CAPITAL PARTNERS LLC,
a Utah limited liability company

By: _____
Jeffrey D. Beck, Manager

JEFFREY D. BECK, Individually

GARRETT J. HANSEN, Individually

DANIEL A. STEPHENS, Individually

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)

B. E-MAIL CONTACT AT SUBMITTER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Redevelopment Agency of Midvale City
 Attn: Meggie Troili
 7505 S. Holden Street, Midvale, UT 84047

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
 OR Midvale Main Partners, LLC

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 4543 South Holladay Boulevard Holladay UT 84117

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
 OR Redevelopment Agency of Midvale City

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 7505 S. Holden Street Midvale UT 84047

4. COLLATERAL: This financing statement covers the following collateral:

See Exhibit "A" attached hereto and made a part hereof.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

Instructions for UCC Financing Statement (Form UCC1)

Please type or print this form. Be sure it is completely legible. Forms with handwritten entries may be rejected. Read and follow all Instructions.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

Unless specifically required by applicable state law, DO NOT include social security numbers, driver's license numbers, financial account numbers or other non-public personally identifiable information anywhere on the form.

Form instructions are intended for paper forms. Electronic UCC filing parameters and instructions may differ from the below instructions.

Send completed form and any attachments to the filing office, with the required fee.

ITEM INSTRUCTIONS

A and B. To assist filing offices that might wish to communicate with filer, filer may provide information in item A and item B. These items are optional.

C. Complete item C if filer desires an acknowledgment sent to them.

1. Debtor's name. Carefully review applicable statutory guidance about providing the debtor's name. Enter only one Debtor name in item 1 -- either an organization's name (1a) or an individual's name (1b). If any part of the Individual Debtor's name will not fit in line 1b, check the box in item 1, leave all of item 1 blank, check the box in item 9 of the Financing Statement Addendum (Form UCC1Ad) and enter the Individual Debtor name in item 10 of the Financing Statement Addendum (Form UCC1Ad). Enter Debtor's correct name. Do not abbreviate words that are not already abbreviated in the Debtor's name. If a portion of the Debtor's name consists of only an initial or an abbreviation rather than a full word, enter only the abbreviation or the initial. If the collateral is held in a trust and the Debtor name is the name of the trust, enter trust name in the Organization's Name box in item 1a.

1a. Organization Debtor Name. "Organization Name" means the name of an entity that is not a natural person. A sole proprietorship is not an organization, even if the individual proprietor does business under a trade name. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed public organic records to determine Debtor's correct name. Trade name is insufficient. If a corporate ending (e.g., corporation, limited partnership, limited liability company) is part of the Debtor's name, it must be included. Do not use words that are not part of the Debtor's name.

1b. Individual Debtor Name. "Individual Name" means the name of a natural person; this includes the name of an individual doing business as a sole proprietorship, whether or not operating under a trade name. The term includes the name of a decedent where collateral is being administered by a personal representative of the decedent. The term does not include the name of an entity, even if it contains, as part of the entity's name, the name of an individual. Prefixes (e.g., Mr., Mrs., Ms.) and titles (e.g., M.D.) are generally not part of an individual name. Indications of lineage (e.g., Jr., Sr., III) generally are not part of the individual's name, but may be entered in the Suffix box. Enter individual Debtor's surname (family name) in Individual's Surname box, first personal name in First Personal Name box, and all additional names in Additional Name(s)/Initial(s) box. If a Debtor's name consists of only a single word, enter that word in Individual's Surname box and leave other boxes blank.

For both organization and individual Debtors. Do not use Debtor's trade name, DBA, AKA, FKA, division name, etc. in place of or combined with Debtor's correct name; filer may add such other names as additional Debtors if desired (but this is neither required nor recommended).

For both organization and individual Debtors. Name variations may be optionally provided as additional debtors. Do not combine multiple names in one section. Provide each name variation and address as described in the instructions for item 2 below.

1c. Enter a mailing address for the Debtor named in item 1a or 1b.

2. Additional Debtor's name. If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. For additional Debtors, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names.

3. Secured Party's name. Enter name and mailing address for Secured Party or full Assignee who will be the Secured Party of record. For additional Secured Parties, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP). Optional: Attach Addendum (Form UCC1Ad) giving Assignor Secured Party's name and mailing address in item 11.

4. Collateral. Use item 4 to indicate the collateral covered by this financing statement. If space in item 4 is insufficient, continue the collateral description in item 12 of the Addendum (Form UCC1Ad) or attach additional page(s) and incorporate by reference in item 12 (e.g., See Exhibit A).

Note: If this financing statement covers timber to be cut, covers as-extracted collateral, and/or is filed as a fixture filing, attach Addendum (Form UCC1Ad) and complete the required information in items 13, 14, 15, and 16. Consult applicable state UCC law for filing location.

5. If collateral is held in a trust or being administered by a decedent's personal representative, check the appropriate box in item 5. If more than one Debtor has an interest in the described collateral and the check box does not apply to the interest of all Debtors, the filer should consider filing a separate Financing Statement (Form UCC1) for each Debtor.

6a. If this financing statement relates to a Public-Finance Transaction, Manufactured-Home Transaction, or a Debtor is a Transmitting Utility, check the appropriate box in item 6a. If a Debtor is a Transmitting Utility and the initial financing statement is filed in connection with a Public-Finance Transaction or Manufactured-Home Transaction, check only that a Debtor is a Transmitting Utility.

6b. If this is an Agricultural Lien (as defined in applicable state's enactment of the Uniform Commercial Code) or if this is not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 6b and attach any other items required under applicable law.

7. Alternative Designation. If filer desires (at filer's option) to use the designations lessee and lessor, consignee and consignor, seller and buyer (such as in the case of the sale of a payment intangible, promissory note, account or chattel paper), bailee and bailor, or licensee and licensor instead of Debtor and Secured Party, check the appropriate box in item 7.

8. Optional Filer Reference Data. This item is optional and is for filer's use only to provide reference information the filer may find useful.

EXHIBIT A”

**LEGAL DESCRIPTION FOR UCC-1 FINANCING STATEMENT
TO BE FILED WITH THE STATE OF UTAH**

DEBTOR: Midvale Main Partners, LLC
221 25th Street, Suite 213
Ogden, UT 84310

SECURED PARTY: Redevelopment Agency of Midvale City
7505 S. Holden Street
Midvale, UT 84047

The following is the description of the Collateral for the loan to the above debtor from the above secured party to be used in filing the UCC-1 Financing Statement electronically with the Utah Department of Commerce Division of Corporations and Commercial Code:

ALL OF DEBTOR’S RIGHTS, TITLES AND INTERESTS WHETHER NOW OWNED OR HEREAFTER ACQUIRED IN: ACCESSIONS; DEPOSIT ACCOUNTS; ACCOUNTS; AS-EXTRACTED COLLATERAL; CHATTEL PAPER; DOCUMENTS; EQUIPMENT; FIXTURES; FURNITURE; GENERAL INTANGIBLES; GOODS; INSTRUMENTS; INVENTORY; LEASES; RENTS; SUBLEASES; LETTER-OF-CREDIT RIGHTS; MINERALS; REPORTS; RECORDS; SOFTWARE; WATER RIGHTS; WATER SHARES; PLUS ALL PROCEEDS AND PRODUCTS OF THE FOREGOING.

**COLLATERAL DESCRIPTION FOR UCC-1 FINANCING STATEMENT
TO BE FILED WITH THE STATE OF UTAH**

**WHEN RECORDED, MAIL TO:
THE REDEVELOPMENT AGENCY OF MIDVALE CITY
7505 S. HOLDEN STREET
MIDVALE, UT 84047**

**TRUST DEED
With Assignment of Rents**

THIS TRUST DEED, made this _____ day of _____, 2024, between **MIDVALE MAIN PARTNERS, LLC**, a Utah limited liability company, as TRUSTOR, whose address is _____, to **MERIDIAN TITLE COMPANY**, as TRUSTEE, whose address is 64 East 6400 South, Suite 100, Salt Lake City, Utah, and the **REDEVELOPMENT AGENCY OF MIDVALE CITY**, as BENEFICIARY, whose address is 7505 S. Holden Street, Midvale, UT 84047.

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in **Salt Lake County**, State of Utah:

LOT 1, WEST MAIN SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits:

FOR THE PURPOSE OF SECURING (1) payment of the Incentive Funding evidenced by a promissory note of even date herewith, in the principal sum of **\$6,254,275,000**, made by Trustor, payable to the order of Beneficiary at the times, in the manner therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; and (3) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof. This Incentive Funding from the Redevelopment Agency's Upper Housing Initiative Fund for the purpose of covering 50% of the development costs associated with fifty (50) of the sixty-six (66) total residential units included in the project as defined in the Incentive Agreement.

This Trust Deed is expressly subordinated in all respects to that certain Construction and Term Loan Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing, dated November __, 2024, executed by Trustor, to Zions Bancorporation, N.A., dba Zions First National Bank ("Zions Bank") as Trustee, for the benefit of Zions Bank as Beneficiary ("Trust Deed") (recorded concurrently herewith), and that certain Assignment of Leases dated November __, 2024, entered into by and between Trustor and Zions Bank (recorded concurrently herewith) ("Assignment of Leases"). The Trust Deed and Assignment of Leases secures Trustor's payment of a construction and term loan to Zions Bank in the stated amount of up to Ten Million Two Hundred Seventy Thousand Dollars (\$10,270,000.00).

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property maybe reasonably necessary, the specific enumerations herein not excluding the general:

and, if the loan secured hereby or any part hereof is being obtained for the purpose of financing construction of improvements on the property located at **7598 S. Main Street, Midvale, Utah**. Trustor further agrees:

- (a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and
- (b) To allow Beneficiary to inspect said property at all times during construction.

Trustee upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor, under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

3. To deliver to, pay for and maintain with Beneficiary until the completion of project and issuance of certificates of occupancy, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust.

6. Should Trustor fail to make any payment or to do any act as herein provided, the Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay their reasonable fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of **zero percent (0%)** per annum until the completion of the project and issuance of certificates of occupancy.

IT IS MUTUALLY AGREED THAT:

8. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured

hereby, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as the person or persons entitled thereto, and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

10. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Deed and of any personal property located thereon. Until Trustor shall default on performance of Trustor's obligations under this Trust Deed, the promissory note, the Deed Restriction, and any of Trustor's obligations under any agreement related to the development of the property, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

11. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

14. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall with deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

15. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law. Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause they deem expedient, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustees and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustees Deed; (3) all sums expended under the terms hereof, not then repaid; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

16. Upon the occurrence of any default hereunder. Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

17. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

18. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term Beneficiary shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

19. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

20. This Trust Deed shall be construed according to the laws of the State of Utah.

21. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to it at the address hereinbefore set forth.

22. Should Trustor or its successors in interest, without the consent in writing of Beneficiary, sell, transfer or convey or permit to be sold, transferred or conveyed their interest in the property (or any part thereof), then Beneficiary may declare all sums hereby immediately due and payable.

SIGNATURE OF TRUSTOR:

MIDVALE MAIN PARTNERS, LLC, a Utah limited liability company

By: BLACKPINE, LLC, a Utah limited liability company, its Manager

By: _____
DANIEL A. STEPHEN, Manager

STATE OF UTAH)
)SS:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Daniel A. Stephens, Manager of BlackPine, LLC, a Utah limited liability company, Manager of MIDVALE MAIN PARTNERS, LLC, a Utah limited liability company, who duly acknowledged to me that he executed the same on behalf of the company.

Commission expires:
Residing at:

NOTARY PUBLIC

**WHEN RECORDED, MAIL TO:
THE REDEVELOPMENT AGENCY OF MIDVALE CITY
7505 S. HOLDEN STREET
MIDVALE, UT 84047**

**TRUST DEED
With Assignment of Rents**

THIS TRUST DEED, made this _____ day of _____, 2024, between **MIDVALE MAIN PARTNERS, LLC**, a Utah limited liability company, as TRUSTOR, whose address is _____, to **MERIDIAN TITLE COMPANY**, as TRUSTEE, whose address is 64 East 6400 South, Suite 100, Salt Lake City, Utah, and the **REDEVELOPMENT AGENCY OF MIDVALE CITY**, as BENEFICIARY, whose address is 7505 S. Holden Street, Midvale, UT 84047.

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in **Salt Lake County**, State of Utah:

LOT 1, WEST MAIN SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits:

FOR THE PURPOSE OF SECURING (1) payment of the Incentive Funding evidenced by a promissory note of even date herewith, in the principal sum of **\$6,254,275,000**, made by Trustor, payable to the order of Beneficiary at the times, in the manner therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; and (3) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof. This Incentive Funding from the Redevelopment Agency's Upper Housing Initiative Fund for the purpose of covering 50% of the development costs associated with fifty (50) of the sixty-six (66) total residential units included in the project as defined in the Incentive Agreement.

This Trust Deed is expressly subordinated in all respects to that certain Construction and Term Loan Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing, dated November __, 2024, executed by Trustor, to Zions Bancorporation, N.A., dba Zions First National Bank ("Zions Bank") as Trustee, for the benefit of Zions Bank as Beneficiary ("Trust Deed") (recorded concurrently herewith), and that certain Assignment of Leases dated November __, 2024, entered into by and between Trustor and Zions Bank (recorded concurrently herewith) ("Assignment of Leases"). The Trust Deed and Assignment of Leases secures Trustor's payment of a construction and term loan to Zions Bank in the stated amount of up to Ten Million Two Hundred Seventy Thousand Dollars (\$10,270,000.00).

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property maybe reasonably necessary, the specific enumerations herein not excluding the general:

and, if the loan secured hereby or any part hereof is being obtained for the purpose of financing construction of improvements on the property located at **7598 S. Main Street, Midvale, Utah**. Trustor further agrees:

- (a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and
- (b) To allow Beneficiary to inspect said property at all times during construction.

Trustee upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor, under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

3. To deliver to, pay for and maintain with Beneficiary until the completion of project and issuance of certificates of occupancy, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust.

6. Should Trustor fail to make any payment or to do any act as herein provided, the Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay their reasonable fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of **zero percent (0%)** per annum until the completion of the project and issuance of certificates of occupancy.

IT IS MUTUALLY AGREED THAT:

8. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured

hereby, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as the person or persons entitled thereto, and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

10. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Deed and of any personal property located thereon. Until Trustor shall default on performance of Trustor's obligations under this Trust Deed, the promissory note, the Deed Restriction, and any of Trustor's obligations under any agreement related to the development of the property, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

11. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

14. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

15. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause they deem expedient, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale, Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustees and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustees Deed; (3) all sums expended under the terms hereof, not then repaid; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

16. Upon the occurrence of any default hereunder. Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

17. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

18. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term Beneficiary shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

19. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

20. This Trust Deed shall be construed according to the laws of the State of Utah.

21. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to it at the address hereinbefore set forth.

22. Should Trustor or its successors in interest, without the consent in writing of Beneficiary, sell, transfer or convey or permit to be sold, transferred or conveyed their interest in the property (or any part thereof), then Beneficiary may declare all sums hereby immediately due and payable.

SIGNATURE OF TRUSTOR:

MIDVALE MAIN PARTNERS, LLC, a Utah limited liability company

By: BLACKPINE, LLC, a Utah limited liability company, its Manager

By: _____
DANIEL A. STEPHEN, Manager

STATE OF UTAH)
)SS:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Daniel A. Stephens, Manager of BlackPine, LLC, a Utah limited liability company, Manager of MIDVALE MAIN PARTNERS, LLC, a Utah limited liability company, who duly acknowledged to me that he executed the same on behalf of the company.

Commission expires:
Residing at:

NOTARY PUBLIC

PROMISSORY NOTE

DO NOT DESTROY THIS NOTE: When paid, this note, with Trust Deed securing same, must be surrendered to Trustee for cancellation, before reconveyance will be made.

\$6,254,275.00

_____, Utah
November ____, 2024

FOR VALUE RECEIVED, the undersigned, **7718 Main Street LLC, a Utah limited liability company, Stagg Street LLC, a Utah limited liability company**, and _____ (“Issuer”), jointly and severally, unconditionally promises to pay to the order of the **REDEVELOPMENT AGENCY OF MIDVALE CITY**, a political subdivision of the state of Utah, (“Agency”), as provided herein.

This Promissory Note is secured by a Deed of Trust which, along with the other RDA Agreements, as defined in the Deed of Trust, sets forth the issuers’ obligations to repay the Incentive Funding, as that term is defined in the Deed of Trust, and is non-assumable without the RDA’s prior written consent.

Pursuant to the Trust Deed and the RDA Agreements referenced therein, Issuer acknowledges that it is receiving up to **\$6,254,275.00** in Incentive Funding under the Redevelopment Agency of Midvale City’s Upper Floor Housing Initiative. The Issuer acknowledges and agrees that the Incentive Funding is being disbursed to Issuer on condition that the project will be completed and the Deed Restriction (as defined in the RDA Agreements) shall be recorded against fifty (50) of the units within the project. Issuer hereby agrees that in the event the project is not completed in accordance with the approved plans and all RDA Agreements, Issuer shall be responsible to repay any amount of Incentive Funding disbursed to Issuer pursuant to the RDA Agreements.

If Issuer defaults on any material term of the RDA Agreements, including the Deed of Trust, and is not cured pursuant to the terms of such agreements, Agency may, at its option and without notice or demand, declare the entire amount of all Incentive Funding disbursed to be due and payable. If this Promissory Note is collected by an attorney after Issuer’s default, either with or without

PAGE TWO TO PROMISSORY NOTE

suit, the undersigned, jointly and severally, agree to pay all costs and expenses or collection including a reasonable attorney's fees.

The Issuer, surety, guarantor and endorser hereof severally waives presentment for payment, demand and notice of dishonor and nonpayment of this Promissory Note, and consents to any and all extensions of time, renewals, waivers or modifications that may be granted by the holder hereof with respect to the payment or other provisions of this Promissory Note, and to the release of any security, or any part thereof, with or without substitution.

7718 Main Street LLC, a Utah limited liability company

By: _____

Stagg Street LLC, a Utah limited liability company

By: _____

Name:

By: _____

PROMISSORY NOTE

DO NOT DESTROY THIS NOTE: When paid, this note, with Trust Deed securing same, must be surrendered to Trustee for cancellation, before reconveyance will be made.

\$6,254,275.00

_____, Utah
November ____, 2024

FOR VALUE RECEIVED, the undersigned, **Midvale Main Partners, LLC**, a Utah limited liability company (“Issuer”), jointly and severally, unconditionally promises to pay to the order of the **REDEVELOPMENT AGENCY OF MIDVALE CITY**, a political subdivision of the state of Utah, (“Agency”), as provided herein.

This Promissory Note is secured by a Deed of Trust which, along with the other RDA Agreements, as defined in the Deed of Trust, sets forth the issuers’ obligations to repay the Incentive Funding, as that term is defined in the Deed of Trust, and is non-assumable without the RDA’s prior written consent.

Pursuant to the Trust Deed and the RDA Agreements referenced therein, Issuer acknowledges that is its receiving up to **\$6,254,275.00** in Incentive Funding under the Redevelopment Agency of Midvale City’s Upper Floor Housing Initiative. The Issuer acknowledges and agrees that the Incentive Funding is being disbursed to Issuer on condition that the project will be completed and the Deed Restriction (as defined in the RDA Agreements) shall be recorded against fifty (50) of the units within the project. Issuer hereby agrees that in the event the project is not completed in accordance with the approved plans and all RDA Agreements, Issuer shall be responsible to repay any amount of Incentive Funding disbursed to Issuer pursuant to the RDA Agreements.

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If this Promissory Note is collected by an attorney after Issuer’s default, either with or without

PAGE TWO TO PROMISSORY NOTE

suit, the undersigned, jointly and severally, agree to pay all costs and expenses or collection including a reasonable attorney's fees.

The Issuer, surety, guarantor and endorser hereof severally waives presentment for payment, demand and notice of dishonor and nonpayment of this Promissory Note, and consents to any and all extensions of time, renewals, waivers or modifications that may be granted by the holder hereof with respect to the payment or other provisions of this Promissory Note, and to the release of any security, or any part thereof, with or without substitution.

MIDVALE MAIN PARTNERS, LLC, a Utah limited liability company

By: BLACKPINE, LLC, a Utah limited liability company, its Manager

By: _____
DANIEL A. STEPHEN, Manager



MIDVALE CITY COUNCIL

Meeting Date: November 12, 2024

ITEM TYPE: Action Item

SUBJECT: Consider **Resolution No. 2024-28RDA** Consent to Enter into a Three-Year Contract with Craft Lake City to Produce the Annual LetterWest Conference.

SUBMITTED BY: Meggie Troili, RDA Project Manager

SUMMARY: On November 13, 2023, the Redevelopment Agency of Midvale City (Agency) entered into a service agreement with Craft Lake City (Contractor) to produce the third annual LetterWest conference within the Midvale Main Arts & Culture District. This one-day conference took place on March 2, 2024, and based on its success, as described in the conference recap and evaluation report **Exhibit "A"**, the Agency desires to continue its relationship with the Contractor to produce LetterWest over the next three (3) years.

The Agency seeks to enter a three-year agreement **Exhibit "B"**, with the Contractor to produce LetterWest for the price of \$55,000 per year totaling \$165,000 over (3) years. The Agency has budgeted for the conference within the Main Street Community Development Area 2025 fiscal year budget. The funded project will include the Contractor plan, coordinate, and report on all activities including spending associated with producing LetterWest.

In Spring 2025 the 4th Annual LetterWest will increase from a one-day to a two-day conference to be held on Friday March 14th and Saturday March 15th. Beginning in 2026 LetterWest will include a night market for the broader community in Midvale and the Wasatch Front to enjoy. Through these multi-day conferences, LetterWest will offer workshops, demonstrations, networking opportunities, and community activities fostering community engagement and leaving a lasting impact on Midvale's cultural and economic landscape within the Midvale Main Arts & Culture District.

FISCAL IMPACT: \$55,000 annually totaling \$165,000 over three years.

STAFF RECOMMENDATION: RDA staff recommend passing **Resolution No. 2024-28RDA** Consent to Enter into a Three-Year Contract with Craft Lake City to Produce the Annual LetterWest Conference.

RECOMMENDED MOTION: “I move that we pass **Resolution No. 2024-28RDA**
Consent to Enter into a Three-Year Contract with Craft Lake City to Produce the Annual
LetterWest Conference.”

Attachments:

Resolution No. 2024-28RDA

Three (3) Year Service Agreement with LetterWest

**REDEVELOPMENT AGENCY OF MIDVALE CITY, UTAH
RESOLUTION NO. 2024-28RDA**

**A RESOLUTION PROVIDING CONSENT TO ENTER INTO A THREE-YEAR CONTRACT
WITH CRAFT LAKE CITY TO PRODUCE THE ANNUAL LETTERWEST CONFERENCE.**

WHEREAS, On November 13, 2023, the Redevelopment Agency of Midvale City (Agency) entered into a service agreement with Craft Lake City (Contractor) to produce the third annual LetterWest conference within the Midvale Main Arts & Culture District; and

WHEREAS, this one-day conference took place on March 2, 2024, and based on its success, as described in the conference recap and evaluation report, the Agency desires to continue its relationship with the Contractor to produce LetterWest over the next three (3) years; and

WHEREAS, the Agency seeks to enter a three-year agreement with the Contractor to produce LetterWest for the price of \$55,000 per year totaling \$165,000 over (3) years; and

WHEREAS, the Agency has budgeted for the conference within the Main Street Community Development Area 2025 fiscal year budget; and

WHEREAS, the funded project will include the Contractor plan, coordinate, and report on all activities, including spending associated with producing LetterWest; and

WHEREAS, in Spring 2025 the 4th Annual LetterWest will increase from a one-day to a two-day conference to be held on Friday March 14th and Saturday March 15th; and

WHEREAS, beginning in 2026 LetterWest will include a night market for the Midvale community and broader Wasatch Front community to participate in; and

WHEREAS, through these multi-day conferences, LetterWest will offer workshops, demonstrations, networking opportunities, and community activities fostering community engagement and leaving a lasting impact on Midvale's cultural and economic landscape within the Midvale Main Arts & Culture District; and

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Redevelopment Agency of Midvale City approves authorizing the Chief Executive Officer to sign the Arts Conference Service Agreement between the Agency and Craft Lake City represented in this Resolution as Exhibit A.

PASSED AND APPROVED this 12th day of November, 2024.

By: _____
Marcus Stevenson, Chief Administrative Officer

ATTEST:

Rori L. Andreason, MMC
Secretary

| Voting by the RDA Board | “Aye” | “Nay” |
|-------------------------|-------|-------|
| Dustin Gettel | _____ | _____ |
| Paul Glover | _____ | _____ |
| Bonnie Billings | _____ | _____ |
| Heidi Robinson | _____ | _____ |
| Bryant Brown | _____ | _____ |

Art Conference Services Agreement

This Agreement to provide art programming services is executed on November 12, 2024 by the Redevelopment Agency of Midvale City, (“RDA” or “Agency”), a political subdivision of Utah, and Craft Lake City, a 501(c)(3) charitable organization (“Contractor”).

Background

WHEREAS, on November 13, 2023, the Agency entered into a service agreement with Contractor to produce their already established art conference titled LetterWest within the Midvale Main Arts & Culture District in Spring 2024; and

WHEREAS, the one-day LetterWest conference took place within the Midvale Main Arts & Culture District on March 2, 2024; and

WHEREAS, based on the success of the 2024 LetterWest conference described in the post evaluation report (Exhibit A), the Agency desires to continue its relationship with Craft Lake City to produce LetterWest; and

WHEREAS, the Agency invited the Contractor to host the conference for the next three years during Spring 2025, 2026, and 2027; and

WHEREAS, the conference would increase from a one-day conference to a two-day conference; and

WHEREAS, the Agency seeks to enter into a three-year contract with the Contractor to Produce LetterWest at a price of \$55,000 per year; and

WHEREAS, the Agency has budgeted for the conference within the Main Street Community Development Area 2025 fiscal year budget, which includes a \$55,000 budget for an annual art conference; and

WHEREAS, the funded project will include planning, coordinating, and reporting on all activities and spending associated with producing LetterWest; and

WHEREAS, the 2025 LetterWest Conference will be held on Friday March 14 and Saturday March 15, 2025, at the Midvale Performing Arts Center on Midvale’s Main Street (“Art Conference”); and

WHEREAS, through these multi-day conferences, LetterWest will offer workshops, demonstrations, networking opportunities, and community activities fostering community engagement and leaving a lasting impact on Midvale's cultural landscape; and

WHEREAS, the Agency seeks to promote the following goals and objectives through a partnership with Contractor; work towards economic development and revitalization goals within the Midvale Main Arts & Culture District; create a conference as a lead up to and promotion of the annual Midvale City Mural Festival; attract lettering enthusiasts, artists, muralists, small businesses, entrepreneurs, and diverse creative professionals to Midvale Main, showcasing Midvale City as a cultural hub and supporting the local creative economy; and provide the broader Midvale community with opportunities to participate in the conference through a free marketplace or event, elevating a sense of pride and creativity within Midvale Main Arts and Culture District.

WHEREAS, the Agency recognizes the public benefit created by supporting public art programming and believes LetterWest increases recognition of Midvale's Main Street area as a center for arts and culture, enhances the vibrancy and engagement around the area, increases community access to the arts, and increases economic activity in and around Midvale Main Street.

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

Agreement

1. Scope of Services. Contractor will provide the following Art Conference Services in accordance with the following requirements (“Services”). Contractor agrees to do the following for each LetterWest conference in 2025, 2026, and 2027:

A. Event Planning and Management.

- i. Develop an annual conference proposal, including goals and budget and execute its plan.
- ii. Develop an overall event concept and theme.
- iii. Handle venue selection and negotiations.
- iv. Provide budget development and financial management.
- v. Provide funding to meet the annual budget for costs above \$55,000.
- vi. Create and manage an event timeline.
- vii. Coordinate and manage vendors, guest speakers, workshop facilitators, and other conference collaborators.
- viii. Provide event logistics, including setup, teardown, and AV and technical set up and support.

B. Program Development.

- i. Identify and recruit keynote speakers and workshop instructors.
- ii. Create a diverse and engaging program schedule.
- iii. Select and coordinate panel discussions and Q&A sessions.
- iv. Schedule and manage workshops and demonstrations as outlined and agreed upon in writing by the Parties.

- v. Develop topics and content for workshops and other conference sessions.

C. Marketing and Promotion.

- i. Develop a comprehensive marketing strategy.
- ii. Create a conference brand identity, including logo and visual assets.
- iii. Design and distribute promotional materials (brochures, flyers, posters).
- iv. Develop and maintain a website for the Art Conference.
- v. Create and manage social media content.
- vi. Provide email marketing campaigns.
- vii. Provide public relations and media outreach.
- viii. Work with Midvale City Communications Director to co-market the event.

D. Registration and Ticketing.

- i. Design and implement an online registration system.
- ii. Manage and track ticket sales and pay to the RDA 5% of total ticket sales within 60 days after the event.
- iii. Provide support and communication with workshop speakers.
- iv. Provide on-site registration and check-in process.
- v. Provide a complimentary ticket for the Art Conference to a youth identified by the RDA.

E. Sponsorship and Partnership Management.

- i. Identify and provide outreach to potential sponsors and partners.
- ii. Negotiate and manage sponsorship agreements subject to the RDA's approval of sponsors.
- iii. Create sponsorship packages.
- iv. Sponsor visibility and recognition planning.
- v. Coordinate sponsorship fulfillment and benefits.

F. Logistics and Operations for Conference Speakers.

- i. Coordinate accommodations for conference speakers.
- ii. Manage transportation for conference speakers.
- iii. Food and beverage planning.
- iv. Coordinate audiovisual and technical support.
- v. Implement health and safety protocols.
- vi. Coordinate and manage on-site staff and volunteers.

G. Exhibitor Management and Community Engagement.

- i. Provide a free engaging activity or event for the Midvale community.

- ii. Identify and select exhibitors and vendors.
- iii. Process exhibitor applications and contracts.
- iv. Booth assignment and layout planning.
- v. Manage exhibitor requirements and logistics.

H. Attendee Experience.

- i. Communicate with and provide customer service for workshop attendees.
- ii. Provide pre-conference information and materials.
- iii. Establish networking opportunities and social events planning.
- iv. Collect attendee feedback and provide an evaluation process.

I. Post-Event Evaluation and Reporting.

- i. Analyze attendee feedback.
- ii. Provide financial reporting and analysis, including an accounting for all funds spent in performance of the Services.
- iii. Create a post-event report with the following information:
 - 1. General event overview;
 - 2. Objectives, goals, and successes;
 - 3. Attendance and demographics;
 - 4. Participant feedback;
 - 5. Budget; and
 - 6. Insights and recommendations.
- iv. Identify areas for improvement and lessons learned.

J. Compliance and Legal Requirements.

- i. Ensure compliance with all applicable laws, regulations, and policies throughout the contracting and program implementation process. Address any legal or compliance issues that may arise during the event planning and execution.

K. Agency Approval.

- i. Receive Agency approval for the Art Conference timeline, deliverables, and closeout documentation.

2. Agency Responsibilities. The RDA will perform the following responsibilities for each yearly conference:

A. Access to Venues.

The RDA will facilitate access to city facilities as needed for the conference including City Hall, the Art House, and the Midvale Performing Art Center.

B. Budget.

- i. The RDA will provide partial funding for the Art Conference in the amount of \$55,000.00. Any additional funding needed for the Art Conference budget/costs shall be supplied by the Contractor, other grants, or sponsors.
- ii. The RDA will review proposed sponsors for approval within a reasonable time of receiving notice of the proposed sponsorship. The RDA can veto any proposed sponsor at its sole discretion.

C. Communication and Collaboration.

- i. The RDA will assign a Project Manager who will serve as the main point of contact between the RDA and Contractor
- ii. The RDA will participate in regular meetings with Contractor to discuss Art Conference progress and address any concerns or changes.
- iii. The RDA will provide necessary information, resources, and support to Contractor.
- iv. The RDA will collaborate with the Midvale City Communications Department and Contractor to promote and market the event.

D. Contract Oversight.

- i. The RDA will monitor the execution of this Agreement to ensure Contractor fulfills its obligations as outlined in the scope of services.
- ii. The RDA will review any proposed changes or deviations from this Agreement.
- iii. The RDA will address any issues or concerns that may arise during the planning and execution stages.

E. Timelines and Deliverables.

- i. The RDA will review the event timeline proposed by Contractor.
- ii. The RDA will monitor Contractor to ensure deliverables and milestones are met according to an agreed-upon schedule.
- iii. The RDA will communicate any changes to timelines or deliverables as necessary.

F. Reporting and Evaluation.

- i. The RDA will review reports provided by Contractor, including financial reports, progress reports, attendee feedback, and post-event evaluation.
- ii. The RDA will evaluate the overall success of the event based on established goals and objectives.

- iii. The RDA will provide feedback and suggestions for improvement to Contractor for future events.

G. Stakeholder Engagement.

- i. The RDA will engage with relevant stakeholders, such as other departments, agencies, or community partners, to ensure their needs and expectations are considered and met.
- ii. The RDA will collaborate with Contractor to identify opportunities for sponsorships, partnerships, or community involvement.

H. Contract Closure.

- i. The RDA will review the final deliverables and closeout documentation submitted by Contractor.
- ii. The RDA will complete any necessary administrative procedures for contract closure, including final payments and contractual obligations.

3. **Term.** The Agreement will take effect on the date listed above and will terminate on June 30, 2027, unless otherwise terminated. This Agreement may not be automatically renewed.

4. **Compensation.** Agency agrees to pay the Contractor a total of \$55,000 annually for performed Services.

5. **Payment.**

A. Invoices. Contractor must submit invoices for payment to the Agency in two installments annually. After the beginning of September of each year, the Contractor will invoice the Agency for \$35,000. Upon notification by Contractor of the depletion of the initial disbursement, together with an accounting showing how the initial disbursement was used, Contractor will invoice the Agency for the remaining amount of the compensation in the amount of \$20,000. Invoices must include an invoice number and the date of the invoice.

B. Payment. The Agency will issue payments to Contractor, for any uncontested charges, within 30 days after receipt of invoices. The Parties will resolve any disputed charges in accordance with Section 10 of this Agreement.

C. Accounting for Funds. This Agreement will terminate on June 30, 2027. Prior to termination, or upon termination in the case of termination under Section 11, Contractor shall provide an accounting regarding all funds used in the performance of the Services.

6. **Non-appropriation of Funds or Changes in Law.** Upon 30 days written notice delivered to the Contractor, this Agreement may be terminated in whole or in part at the sole discretion of the Agency, if the Agency reasonably determines that:
 - A. A change in federal, state, or City law materially affects the ability of either Party to perform under this Agreement;
 - B. A change in available funds affects the Agency's ability to pay under this Agreement; or
 - C. The RDA Board fails to fully fund the Services.

If the Agreement is terminated under this Section, the Agency will reimburse Contractor for the Services approved and properly performed until the effective date of said notice. The Agency is not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice, including for third-parties.

7. **Standard of Care.** The Contractor represents and warrants that the Services provided by the Contractor under this Agreement are provided in a manner consistent with the level of care and skill ordinarily exercised by or under the direction of members of Contractor's profession currently practicing in the Parties' locality and under similar conditions.

8. **Indemnification.**

- A. **Contractor.** Contractor agrees to indemnify, defend, and hold harmless the Redevelopment Agency of Midvale City, their affiliates, and their elected officials, officers, employees, volunteers, and agents from and against all damages, liabilities, and claims (including legal and attorneys' fees and costs) arising from Contractor's or Contractor's subcontractor's performance under this Agreement.
- B. **Agency.** The Agency agrees to indemnify, defend, and hold harmless the Contractor and its officers, employees, and agents from and against all damages, liabilities, and claims (including legal and attorneys' fees and costs) arising from the Agency's performance under this Agreement.

9. **Government Immunity.** The Agency advises the Contractor that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7 of Utah Code Ann., as amended). The Agency does not waive any procedural or substantive defense or benefit provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Utah Code Ann. § 63G-7-604 regarding the limitation of judgments. Any indemnity and insurance obligations incurred by the Agency under this Agreement are expressly limited to the amounts identified in the Act.

10. **Default.** In the event of a default under this Agreement, the non-defaulting Party may:

- A. Suspend the Contractor's performance under this Agreement until the default is corrected;
- B. Withhold payment until the default is corrected; and
- C. Terminate this Agreement in accordance with Section 11.

The list of remedies under this Section is not exhaustive or exclusive. Either Party may pursue any other right or remedy available to it, either in law or equity, on account of the other Party's default. Either Party may use any combination of remedies available.

11. Termination.

- A. **Default.** This Agreement may be terminated for cause by the non-violating Party by providing written notice by the violating Party. The Party in default of this Agreement will be given 10 days after written notification to correct and cease the default. If the default has not been corrected, the non-violating Party may terminate the Agreement immediately and is subject to the remedies in Section 10. If the violating Party is the Contractor, the Contractor will return any funds for the Art Conference that have not been spent for the Art Conference and are supported by receipts.
- B. **Convenience.** This Agreement may be terminated for convenience by the Agency by providing 30 days written notice to the Contractor.
- C. **Compensation.** Upon termination of this Agreement, all accounts and payments will be processed according to Sections 4 and 5 for approved and properly performed Services completed prior to the effective date of the written notice. In the event that this Agreement is terminated prior to Contractor using funds that have already been paid, Contractor will return those funds that have not been used and accounted for. Contractor agrees that in the event of termination for cause or convenience, Contractor's sole remedy and monetary recovery from the Agency is limited to full payment for all services approved and properly performed completed prior to the effective date of the written notice and shall not exceed \$55,000 for any reason.

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

- A. Good faith negotiations between the Parties;
- B. Good faith mediation with a mutually agreed upon mediator and with each Party paying one half of the mediation costs; and
- C. Litigation.

If a Party incurs any legal or attorneys' fees or costs in litigation to resolve a dispute arising under or relating to this Agreement, the prevailing Party may recover such fees and costs.

13. **Laws and Regulations.** At all times during this Agreement, the Contractor and all Services performed under this Agreement must comply with all applicable federal, state, and City constitutions, laws, rules, codes, orders, and regulations, including, but not limited to, applicable licensure and certification requirements. This includes not discriminating against any individual in an employment decision because of the individual's race, color, sex, age, religion, national origin, disability, pregnancy, familial status, veteran status, genetic information, sexual orientation, or gender identity. This also includes not using the above characteristics in considering employment, selection of training, promotion, transfer, recruitment, rates or pay, or other forms of compensation, demotion, or separation decisions.
14. **Relationship of Parties.** The Contractor is an independent contractor of The Agency. No other legal relationship has been formed by this Agreement, and in no manner is the Contractor an employee or agent of the Agency. The Contractor is not entitled to any of the benefits associated with such employment. The Contractor is responsible for all applicable federal, state, and local taxes and all FICA contributions. The Parties have no authorization, express or implied, to bind the other Party. The Parties agree not to perform any such acts as an agent for the other Party.
15. **Insurance.** Contractor must 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.

A. Coverage Amounts.

- i. **Commercial General Liability Insurance.** The Contractor 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 Contractor 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 Contractor must have Workers Compensation Insurance (Part A) that meets Utah's statutory requirements. The Contractor must have Employers Liability Insurance (Part B) in the amount of at least \$1,000,000 for each accident, disease, and employee. No owner or officer may be excluded from coverage.
- B. Certificate of Insurance.** The Contractor must provide a copy of an insurance policy that meets the requirements of this Section to the Agency prior to execution of the Agreement. Failure to provide proof of insurance will be deemed a material breach of this Agreement.

- C. **Cancellation/Expiration.** The Contractor may not cancel or allow an insurance policy to expire unless written notice has been given The Agency 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 Contractor must add The Agency as an additional insured to all of its insurance policies under this Agreement except for its 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 Agency.
 - F. **Material Breach.** The Contractor's failure to maintain this insurance in accordance with this Section for the term of this Agreement is a material breach of this Agreement. The Agency may immediately terminate this Agreement.
16. **Status Verification.** Under the Utah Immigration Accountability and Enforcement Act, Utah Code Ann. §§ 63G-12-101 to 402, any entity physically performing services within Utah for a public employer is required to participate in Utah's Status Verification System. The Contractor will provide The Agency a certification of its compliance with this requirement prior to performing work under this Agreement.
17. **Government Records Access and Management Act.** The Redevelopment Agency of Midvale City is a governmental entity that is subject to Utah's Government and Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et seq. Any documents produced or collected under this Agreement may be subject to public access. If the Contractor believes that a document should be protected under Utah Code Ann. §§ 63G-2-305(1) or (2), the Contractor must provide a written claim of business confidentiality to the Agency that complies with Utah Code Ann. § 63G-2-309(1). The Contractor agrees to cooperate with and to supply any requested records to the Agency with any public records request. This obligation will survive any suspension or termination this Agreement.
18. **Time.** For all Services, time is of the essence. The Contractor is liable for all reasonable damages to the Agency as a result of Contractor's failure to timely perform the Services required under this Agreement.
19. **Force Majeure.** Neither Party to this Agreement will be held responsible for delay or default caused by fire, flood, earthquake, act of terrorism, riot, pandemics, war, or other acts of God, which is beyond that Party's reasonable control. Either Party may terminate this Agreement by written notice to the other Party after determining such delay will prevent successful performance of this Agreement.
20. **Conflicts of Interest.**

- A. **Officer or Employee.** The Contractor represents that none of its officers or employees are elected officials, officers, employees, volunteers, or agents of the Redevelopment Agency of Midvale City or its affiliates, unless it has made such disclosure to the Agency prior to execution of this Agreement. The Contractor represents and warrants that none of its officers, employees, or immediate family members of its officers or employees is or has been an elected official, officer, employee, volunteer, or agent of the Agency or its affiliates who influences the Agency’s procurement process. This includes, but is not limited to, anyone involved in the drafting of the Agency’s procurement and project documents or the Agency’s selection of a bidder.
- B. **Gift.** The Contractor represents and warrants that it has not provided any compensation or gift in any form, whether directly or indirectly, to an elected official, officer, employee, volunteer, or agent of the Agency or its affiliates who influences the Agency’s procurement process. This includes, but is not limited to, anyone involved in the Agency’s drafting of procurement and project documents or the Agency’s selection of a bidder.

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

| | |
|--------------------------------------|--------------------------|
| <i>The Agency</i> | <i>Contractor</i> |
| Redevelopment Agency of Midvale City | Craft Lake City |
| Attn: Contract Analyst | Attn: Angela H. Brown |
| 7505 S. Holden Street | 230 S 500 W STE 125 |
| Midvale, UT 84047 | Salt Lake City, UT 84101 |

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

- 22. **Assignment and Delegation.** A Party may not assign or delegate any part of this Agreement without the other Party’s prior written consent. Unless otherwise noted in the Agreement, a Party may not unreasonably withhold its consent.
- 23. **Subcontractors.** Performance of Services under this Agreement may not be subcontracted to another entity without the Agency’s consent. The Agency may withhold its consent at its sole discretion. If a subcontractor is permitted to perform Services under this Agreement, the Contractor is responsible for the subcontractor’s performance of the Services. The agreement between Contractor and any subcontractor must make the subcontractor subject to all of terms of this Agreement that apply to the Contractor except for invoices and payments. The Agency will accept invoices only from the Contractor and will make payments only to the Contractor for Services.

24. **Not Exclusive.** The Contractor understands that this Agreement is not exclusive. The Agency may contract with other individuals or entities to provide the same or similar services. This contract does not guarantee any amount of work.
25. **Performance Evaluation.** The Agency may conduct a performance evaluation of Contractor's Services. Results of any evaluation may be made available to the Contractor upon Contractor's request.
26. **Publicity.** The Contractor must submit all advertising and publicity matters relating to this Agreement to The Agency for written approval. It is the Agency's sole discretion whether to provide approval. This provision will survive termination of the Agreement.
27. **Document Retention.** The Contractor must retain all working papers, reports, and all necessary records to properly account for Contractor's performance and the payments made by the Agency to Contractor under this Agreement. These records must be retained by Contractor for at least five years. The Agency may extend the retention period by written notice. Contractor agrees to make all documents related to this Agreement available to the Agency or third parties upon the Agency's request.
28. **Ownership of Intellectual Property.** The Agency and the Contractor each recognize that each has no right, title, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the Parties in writing. However, Contractor grants to the RDA and its affiliates a non-exclusive license to publish documents, records, programs, data, articles, memoranda, advertisements, and other materials specifically created or developed for Services provided under this Agreement for promotional or governmental purposes. This provision will survive termination of the Agreement.
29. **Data Privacy.** To the same extent as the Agency, Contractor must comply with the requirements of Utah's Government Data Privacy Act, Utah Code Ann. §§ 63A-19-101 to 601, as amended, with regard to the personal data processed or accessed by Contractor as part of Contractor's performance under this Agreement. In the event that Contractor fails to comply with Utah's Government Data Privacy Act, it will be considered a material breach, and the Agency may terminate this Agreement under Section 11.A.
30. **Boycotts.** Pursuant to Utah Code Ann. § 63G-27-201, Contractor hereby certifies that Contractor is not currently engaged in an economic boycott, as defined in Utah Code Ann. § 63G-27-102(5), or a boycott of the State of Israel. Contractor may not engage in a boycott of the State of Israel for the duration of the Agreement. Contractor must notify the City in writing if it begins engaging in an economic boycott during the term of the Agreement, which may be grounds for termination of the Agreement.
31. **Amendments/Modifications.** This Agreement may be modified only by the mutual written agreement of the Parties. Any such amendment will be attached to this Agreement.

32. **Waiver.** Failure by either Party to insist upon the strict performance of any condition of this Agreement or to exercise any right or remedy found under the Agreement does not constitute a waiver. Either Party may waive any of its rights or any conditions by written notice to the other Party. No waiver may affect or alter the remainder of this Agreement. Every other condition in the Agreement will remain in full force with respect to any existing or subsequently occurring default.
33. **Severability.** In the event that any provision of the Agreement is held to be void, the voided provision will be considered severable from the remainder of the Agreement and will not affect any other provision in the Agreement. If the provision is invalid due to its scope or breadth, the provision will be considered valid to the extent of the scope or breadth permitted by law.
34. **Governing Law and Venue.** This Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement must be brought in a court of competent jurisdiction in the Salt Lake County, Utah.
35. **Survival.** Termination of this Agreement does not extinguish or prejudice the Agency's right to enforce this Agreement with respect to any default or defect in the services that has not been cured or for any term that explicitly survives the termination of this Agreement.
36. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understanding between the Parties, whether oral or written.

The Agency and Craft Lake City have read and understand the terms of this Art Conference Services Agreement. Both Parties have demonstrated their willingness to enter into the Agreement as of the date above by having their Authorized representatives sign below.

THE AGENCY

Marcus Stevenson
Chief Administrative Officer

ATTEST:

Rori L. Andreason, MMC
Secretary

CONTRACTOR

Angela H. Brown, Executive Director



MIDVALE CITY COUNCIL

Meeting Date: November 12, 2024

ITEM TYPE: Action Item

SUBJECT: Consider **Resolution No. 2024-29RDA** Consent to Enter into a Subrecipient Pass-Through Agreement With Midvale City for Community Development Block Grant Funding to Support the Redevelopment Agency's Home Repair Loan Program.

SUBMITTED BY: Meggie Troili, RDA Project Manager

SUMMARY: On November 22, 2023 Midvale City applied for and was awarded \$100,000 in Community Development Block Grant (CDBG) funding from Salt Lake County to support the Redevelopment Agency's (RDA) Home Repair Loan Program (HRLP) for fiscal year 2025. \$96,976 of unspent CDBG funds from fiscal year 2024 will also roll over into fiscal year 2025 for a total award of \$196,976 of CDBG funding.

Resolution No. 2024-29RDA will provide consent for Midvale City to pass CDBG funding to the RDA to support the HRLP. This pass-through agreement is necessary because the CDBG funds were awarded to the City, but the RDA administers the HRLP and holds the contract with the provider NeighborWorks Salt Lake who implements the HRLP.

Salt Lake County distributes CDBG funding through a reimbursement process. Therefore, the RDA will fund the HRLP program upfront with restricted affordable housing funds and request reimbursement from Midvale City, who will request reimbursement from Salt Lake County.

FISCAL IMPACT: \$0

STAFF RECOMMENDATION: RDA staff recommends suspending the rules in consideration of **Resolution No. 2024-29RDA** Consent to Enter into a Subrecipient Pass-Through Agreement with Midvale City for Community Development Block Grant Funding to Support the Redevelopment Agency's Home Repair Loan Program.

RECOMMENDED MOTION: "I move that we suspend the rules and pass **Resolution No. 2024-29RDA** Consent to Enter into a Subrecipient Pass-Through Agreement with Midvale City for Community Development Block Grant Funding to Support the Redevelopment Agency's Home Repair Loan Program.

Attachments:

Resolution No. 2024-29RDA

CDBG Subrecipient Pass-Through Agreement for HRLP

**MIDVALE CITY, UTAH
RESOLUTION NO. RESOLUTION NO. 2024-29RDA**

**A RESOLUTION PROVIDING CONSENT TO ENTER INTO A
SUBRECIPIENT PASS-THROUGH AGREEMENT WITH MIDVALE CITY
FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO SUPPORT
THE REDEVELOPMENT AGENCY’S HOME REPAIR LOAN PROGRAM.**

WHEREAS, on November 22, 2023 Midvale City applied for a Community Development Block Grant (CDBG) through Salt Lake County to support the Redevelopment Agency’s (RDA) Home Repair Loan Program (HRLP); and

WHEREAS, on June 13, 2024 Midvale City was awarded \$100,000 in CDBG funding through Salt Lake County to support the Redevelopment Agency’s Home Repair Loan Program; and

WHEREAS, \$96,976 of unspent CDBG funds from fiscal year 2024 will roll over into fiscal year 2025 for a total award of \$196,976 of CDBG funding; and

WHEREAS, Midvale City now desires to pass CDBG funding to the Redevelopment Agency of Midvale City to support the Home Repair Loan Program; and

WHEREAS, Salt Lake County distributes CDBG funding through a reimbursement process; and

WHEREAS, the RDA will fund the HRLP program upfront with restricted affordable housing funds and request reimbursement from Midvale City, who will request reimbursement from Salt Lake County.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council approves authorizing the Mayor to sign the CDBG Subrecipient Pass-Through Agreement for HRLP between Midvale City and the Redevelopment Agency of Midvale City attached to this Resolution as Exhibit A.

PASSED AND APPROVED this 12th day of December 2024.

By: _____
Marcus Stevenson, Chief Administrative Officer

ATTEST:

Rori L. Andreason, MMC
Secretary

| Voting by the RDA Board | “Aye” | “Nay” |
|-------------------------|-------|-------|
| Dustin Gettel | _____ | _____ |
| Paul Glover | _____ | _____ |
| Bonnie Billings | _____ | _____ |

Heidi Robinson
Bryant Brown

CDBG Subrecipient Pass-Through Agreement for HRLP

This CDBG Subrecipient Pass-Through Agreement for HRLP is entered into as of this 12th day of November, 2024 by and between Midvale City, a municipality, and the Redevelopment Agency of Midvale City (“RDA”), a public body.

Background

WHEREAS, the City has been awarded Community Development Block Grant Program (“CDBG”) grant money from the United States Department of Housing and Urban Development by Salt Lake County to supplement the Midvale City Home Repair Loan Program (“the Project”); and

WHEREAS, the City and the County have entered a subrecipient agreement (County Agreement) regarding the use and administration of the CDBG grant money, attached as Exhibit A; and

WHEREAS, the RDA administers the Project; and

WHEREAS, the RDA has entered a contract with NeighborWorks Salt Lake to perform the Project; and

WHEREAS, the City and the RDA desire to enter a subrecipient contract to pass through the grant money designated for the Project to the RDA;

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

Agreement

1. Scope of Services. The RDA will administer the Project described in Attachment B of the County Agreement.
2. Time of Performance. This Agreement will be performed and will terminate in accordance with Paragraph 6 of the County Agreement or as the County Agreement is amended.
3. Budget. The RDA must follow the Project Budget provided in Attachment C of the County Agreement or as the County Agreement is amended. All reimbursable requests related to the Project may not exceed the Total CDBG Expenditures amount set forth in the Project Budget.
4. Payment. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$196,876.00 and that amounts paid by the

City to the RDA shall be only those amounts paid by Salt Lake County to the City under the County Agreement.

In all requests for payment, the RDA must request disbursement in the same manner as the City is required to request disbursement under Paragraph 8 of Exhibit A, “General Terms and Conditions” of the County Agreement, and the RDA will be subject to the same conditions described in Paragraph 8 of Exhibit A, of the County Agreement as the City.

5. Amendments. This Agreement shall be subject to any amendments to the County Agreement.
6. Special Conditions. The RDA’s performance under this Agreement will be subject to the following special conditions:
 - A. Compliance. The RDA agrees to comply with the requirements of the CDBG Program regulations found at 24 CFR part 570 and all incorporated and related Federal regulations, statutes, policies, and directives, as applicable. The RDA also agrees to comply with all other applicable Federal, State, and local laws, regulations, policies, and Salt Lake County program directives governing the funds and services provided under this Agreement including but not limited to 2 CFR part 200.

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations and this Agreement, the RDA will abide by the applicable certifications found online using the link listed below:

<https://www.hudexchange.info/resource/2396/consolidated-plan-certifications-state-and-non-state/>

- B. Licensing. The RDA will obtain all licenses, permits and/or certificates required by Federal, State, and local government statutes, laws, ordinances and/or regulations required by every governmental jurisdiction in which the Project is provided for the duration of this Agreement. The RDA shall have said licenses, permits, and certificates available during normal business hours for inspection by the City.
- C. Indemnification. The RDA agrees to indemnify, defend and hold harmless the City, its officers, agents, and employees from and against any and all actual or threatened losses, damages, injuries, liabilities, and claims, of, to or by third parties, including the RDA, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workers and material suppliers, however allegedly caused, resulting directly or indirectly from, or arising out of, the RDA’s breach of this Agreement or any negligent or intentional acts or omission of or by the RDA’s employees, agents, representatives, officers, employees or subcontractors in connection with the performance of this Agreement.

Whereas the RDA is a governmental entity under the Governmental Immunity Act of Utah, Section 63G-7-101 et seq., Utah Code Ann., as amended, then, consistent with the terms of the Governmental Immunity Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees. Neither Party waives any defenses or limits of liability otherwise available under the Governmental Immunity Act.

D. Insurance. The RDA shall secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

i. General Insurance Requirements for All Policies:

- a. Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (1) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement and (2) be maintained for a period of at least three years following the end of the term of this Agreement or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to Salt Lake County.
- b. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either (1) currently rated A- or better by A.M. Best Company or (1) listed in the United States Treasury Department’s current listing of Approved Sureties (Department Circular 570), as amended.
- c. The RDA shall furnish certificates of insurance, acceptable to Salt Lake County, verifying compliance with the insurance requirements herein prior to the execution of this Agreement. The RDA shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this Agreement.
- d. In the event any work is subcontracted, the RDA shall require its subcontractor to secure and maintain all minimum insurance coverages required of the RDA hereunder.
- e. The RDA’s insurance policies shall be primary and non-contributory to any other coverage available to Salt Lake County. The workers' compensation, general liability and auto liability

policies shall be endorsed with a waiver of subrogation in favor of Salt Lake County.

- f. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the RDA shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to Salt Lake County.
 - g. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to Salt Lake County in a manner approved by the County District Attorney.
- ii. Required Insurance Policies. The RDA agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:
- a. Workers' compensation and employer's liability insurance sufficient to cover all of the RDA's employees unless a waiver of coverage is allowed and acquired pursuant to Utah Code Title 34A Chapter 2 Part Section 103. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures, and partnerships. In the event any work is subcontracted, the RDA shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah Code. (Salt Lake County is not to be an additional insured under the RDA's workers' compensation insurance.)
 - b. Commercial general liability insurance, on an occurrence form, naming Salt Lake County as an additional insured, in the minimum amount of one million dollars (\$1,000,000.00) per occurrence with a two million dollars (\$2,000,000.00) general policy aggregate and two million dollars (\$2,000,000.00) products completed operations policy aggregate. The policy shall protect Salt Lake County, the RDA, and any subcontractor from claims for damages for personal injury, including accidental death and from claims for property damage that may arise from the RDA's operations under this Agreement, whether performed by the RDA itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors and completed operations. The policy shall be primary and not contributing to any

other policy or coverage available to Salt Lake County whether such coverage be primary, contributing, or excess.

- c. Professional liability insurance with a minimum policy limit of one million dollars (\$1,000,000.00) per occurrence. (Salt Lake County is not to be an additional insured for professional liability insurance).
 - d. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of one million dollars (\$1,000,000.00) per occurrence.
- E. Grantor Recognition. The RDA shall ensure recognition of the role of HUD in providing services through this Agreement. All activities, facilities, and items funded under this Agreement shall be prominently labeled as to funding source. In addition, the RDA will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
- F. Build America, Buy America Act. The Build America, Buy America Act (“BABA”) (Pub. L. No. 117-58, §§ 70901-52) enacted as part of the Infrastructure Investment and Jobs Act (“IIJA”) (Pub. L. 117-58) on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than fifty-five percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project

but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than twenty-five percent (25%).

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than fifteen (15) days and must be reviewed by the Made in America Office.

- G. Uniform Requirements. The RDA and its agencies or instrumentalities and subrecipients shall comply with applicable uniform administrative requirements, cost principles, and audit requirements as described in 2 CFR part 200 and as modified by 24 CFR § 570.502. The Super Circular supersedes and consolidates the requirements from OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122 and A-13.
- H. Other Program Requirements. The RDA shall comply with the Program requirements set forth at 24 CFR §§ 570.600 - 570.614. Except, the RDA shall not be required to assume the environmental responsibilities described at 24 CFR § 570.604 or the review process under 24 CFR part 52.
- I. Financial Management. The RDA agrees to comply with the standards for financial and program management in accordance with 2 CFR part 200, Subpart D, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- J. Cost Principles. The RDA, as specified in 24 CFR § 570.502(a), shall administer the Program in conformance with 2 CFR part 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
- K. Documentation and Record-Keeping.

- i. Records to Be Maintained. The RDA shall maintain all records required by the federal regulations specified in 24 CFR § 570.506, pertinent to the activities to be funded under this Agreement.
- ii. Retention. Records shall be retained for the periods set forth at 24 CFR § 570.502(a)(7)(ii) and 2 CFR § 200.333. The retention period for individual CDBG activities shall be the longer of three (3) years after the expiration/termination of the agreement or after the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time by Salt Lake County. Records subject to reversion of assets or change or use provisions must be maintained for as long as those provisions continue to apply to the activity. Records of outstanding loan balances or other receivables or contingent liabilities must be retained until such receivables or liabilities have been satisfied. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the three (3) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three (3) year period, whichever occurs later.
- iii. Client Data. The RDA shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility and description of service provided. Such information shall be made available to Salt Lake County monitors or their designees for review upon request.
- iv. Disclosures. The RDA understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of Salt Lake County's, the City's, or the RDA's responsibilities with respect to services provided under this Agreement, is prohibited without a lawful court order unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- v. Property Records. The RDA shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. The RDA will adhere to 2 CFR Section 200.329, which requires annual reporting of real property for which there is a Federal interest. If the Federal interest extends beyond fifteen (15) years, the reporting periods are multiyear reporting periods.

- L. Close-Outs. The RDA's obligation to the City shall not end until all close-out requirements, which are set forth at 2 CFR Section 200.343, are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable to Salt Lake County) and determining the custodianship of records.
- M. Audits & Inspections. All RDA records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees, or the Federal government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the RDA within a time period as agreed upon by the City and the RDA after receipt by the RDA. Failure of the RDA to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or refunding of payments to the City. The RDA hereby agrees to have an annual agency audit conducted in accordance with current Salt Lake County policy concerning subrecipient audits and, as applicable, 2 CFR part 200, Subpart F.
- N. Program Income.
- i. All program income, as defined at 24 CFR § 570.500(a), will be returned to the City immediately upon being earned. Program income is defined in § 570.500(a) of the Rules and Regulations as gross income received by the RDA which is directly generated from the use of the CDBG funds provided hereunder, except as specifically excluded under 24 CFR § 570.500(a)(4).
 - ii. Any program income in possession of the RDA that has not been returned to the City when this Agreement expires or is terminated or is received by the RDA after this Agreement expires or is terminated, shall be transferred or paid to the City in accordance with the provisions of Paragraph 6.Q, entitled Reversion of Assets.
- O. Indirect Costs. Indirect costs may be charged if the RDA develops an indirect cost allocation plan, prepared in accordance with 2 CFR part 200, Subpart E, for determining the appropriate RDA's share of administrative costs and shall submit such plan to Salt Lake County for approval.
- P. Progress Reports. During the actual conduct of the Project, the RDA shall prepare and submit to the City every three (3) months, or as otherwise specifically requested by Salt Lake County, a detailed project status report. The report format shall be as approved by Salt Lake County but must show, at a minimum, the

current performance status of the Project being reported, the costs and contractual commitments incurred to date that have been charged to that Project, the beneficiaries of the Project, the money leveraged by CDBG-funded Activity, information relating to the HUD performance indicators and any CDBG program income received on that Project for the period preceding the report date.

Q. Reversion of Assets. As provided in 24 CFR § 570.503(b)(7), upon the expiration or termination of this Agreement, the RDA shall release to the City any unexpended CDBG funds provided under this Agreement, all Program income in its possession which it has not returned to the City and any accounts receivable attributable to the use of CDBG funds provided under this Agreement. Any real property in the control of the RDA that was acquired or improved with CDBG funds provided under this Agreement shall be managed in compliance with Salt Lake County's policy regarding the use of CDBG-assisted real property, as follows:

- i. Acquired with CDBG Funds. All property acquired by the RDA in whole or in part with CDBG funds must be used for a period of fifteen (15) years following the expiration or termination of this Agreement to meet one of the national objectives, found at 24 CFR § 570.208, of benefiting low- and moderate-income persons; aiding in the prevention or elimination of slums and blight; or meeting community development needs having a particular urgency.
- ii. Improved with CDBG Funds. All property improved in whole or in part with CDBG funds must be used by the RDA to meet one of the national objectives found at 24 CFR § 570.208 in accordance with the following timetable:
 - a. All properties receiving improvement funds between twelve thousand five hundred dollars (\$12,500.00) and ninety-nine thousand nine hundred ninety-nine dollars (\$99,999.00) must be used for eligible activities for five (5) years;
 - b. All properties receiving improvement funds between one hundred thousand dollars (\$100,000.00) and one hundred ninety-nine thousand nine hundred ninety-nine dollars (\$199,999.00) must be used for eligible activities for ten (10) years;
 - c. All properties receiving improvement funds of two hundred thousand dollars (\$200,000.00) or more must be used for eligible activities for fifteen (15) years;

- iii. If the RDA desires to change the use of real property covered by this policy during the applicable period listed above, it must do the following:
 - a. Provide affected citizens with reasonable notice of any proposed change in use and an opportunity to comment; and
 - b. Ensure that the new use meets a CDBG national objective or reimburse Salt Lake County's CDBG Program in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of and improvements to the property.
- iv. The threshold amounts set forth in Subparagraph ii above are cumulative, based on the total CDBG funding provided to the RDA in this Agreement for acquisition or improvement of real property, plus any previous or subsequent CDBG funding provided by the City to acquire or improve said real property. However, the use periods set forth in Subparagraph ii do not commence until closeout of the final agreement under which the RDA receives such acquisition or improvement funds.

R. Procurement. The RDA shall procure all materials, property, or services in accordance with the Procurement Standards of 2 CFR part 200, Subpart D, except, to the extent that Salt Lake County's Purchasing Procedures are more restrictive, the RDA shall follow Salt Lake County's procedures pursuant to Chapter 3.20 of the Salt Lake County Code of Ordinances. In the event the procurement standards of the RDA are more restrictive than those in Chapter 3.20 or 2 CFR §§ 200.317 - 326, the more restrictive standards and requirements will apply.

S. Equipment. Equipment means tangible nonexpendable personal property having a useful life of more than one (1) year and an acquisition cost of five thousand dollars (\$5,000.00) or more per unit (2 CFR § 200.33). The RDA shall comply with 2 CFR Part 200, Subpart D, as modified by 24 CFR § 570.502(a)(6) and Salt Lake County policy regarding the use, maintenance, and disposition of equipment. In the event the policies of the RDA are more restrictive than those in 2 CFR Part 200, Subpart D, the more restrictive standards and requirements will apply.

T. Environmental Conditions.

- i. Air and Water. The RDA agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
 - a. Clean Air Act, 42 U.S.C., § 7401, et. seq.

- b. Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, as amended, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 and all regulations and guidelines issued thereunder.
 - ii. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001, the RDA shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
 - iii. Lead-Based Paint. The RDA agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR § 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint poisoning and the advisability and availability of blood lead level screening for children aged six and under. The notice should also point out that if lead-based paint is found on the property, interim controls or paint stabilization may be undertaken.
 - iv. Historic Preservation. The RDA agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, 16 U.S.C. § 470, as amended and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.
- U. Displacement, Relocation, Acquisition and Replacement of Housing. The RDA agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) and implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b); the requirements of 24 CFR § 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and the requirements in § 570.606(d) governing optional relocation policies. (Salt Lake County may preempt the optional policies). The

RDA shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The RDA also agrees to comply with applicable State law, including Utah Code Annotated, §57-12-1 et. seq. (1953, as amended) and County ordinances, resolutions, and policies concerning the displacement of persons from their residences.

7. Personnel & Participant Conditions.

A. Civil Rights.

i. Nondiscrimination and Equal Opportunity.

- a. The RDA and all persons acting on its behalf, agree to comply with the non-discrimination and equal opportunity requirements set forth in 24 CFR § 5.105 and with all Federal, State, and County laws governing discrimination, and they shall not discriminate in the application, screening, employment, participation, or any other involvement of any person in relation to any phase of the Project(s).
- b. The RDA will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance.
- c. The RDA will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The RDA agrees to post in conspicuous places notices setting forth the provisions of this nondiscrimination clause.
- d. The RDA will, in all solicitations or advertisements for employees' state that it is an Equal Opportunity or Affirmative Action employer. The RDA must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, as enforced by the Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

ii. Excessive Force.

- a. The RDA has had an opportunity to review and complies with Salt Lake County's policy prohibiting the use of excessive force by law enforcement agencies against any individuals engaged in non-violent civil rights demonstrations; and
- b. The RDA has had an opportunity to review and complies with Salt Lake County's policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations.

iii. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR §§ 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the RDA shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that Salt Lake County and the United States are beneficiaries of and entitled to enforce such covenants. The RDA, in undertaking its obligation to carry out the Program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

iv. Section 504. The RDA agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (290 U.S.C. 706), which prohibits discrimination against the disabled in any federally assisted program. Salt Lake County may provide the RDA with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action.

- i. Approved Plan. The RDA agrees that it shall be committed to carrying out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 regarding Equal Employment Opportunity programs; and implementing regulations at 41 CFR part 60.
- ii. WMBE. The RDA will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in keeping with the

principles as provided in President's Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). As used in this Agreement, the term "minority and Women's business enterprise" means a business of at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are those groups of U.S. citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. The City may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

- iii. Access to Records. The RDA shall furnish and cause each of its own subgrantees or subcontractors to furnish all information and reports required by the City and will permit access to its books, records, and accounts by the City, Salt Lake County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- iv. EEO/AA Statement. The RDA will, in all solicitations or advertisements for employees placed by or on behalf of the RDA, state that it is an Equal Opportunity or Affirmative Action employer.
- v. "Section 3" Compliance. The following Section 3 Clause applies to all subrecipients of HUD funding as well as all contracts and subcontracts for the construction, reconstruction, conversion, or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), and other public construction on projects that meet the definition of a Section 3 Project found in 24 CFR § 75.3(a)(2) and assisted with HUD funds in an amount that exceeds the funding thresholds found in that section.
 - a. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The Parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this Agreement, the Parties to this

Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

- c. The RDA agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the contractor or subcontractor is in violation of the regulations in 24 CFR Part 75. The RDA will not contract with any contractor or subcontractor where the RDA has notice or knowledge that the contractor or subcontractor has been found in violation of the regulations in 24 CFR Part 75.
 - d. The RDA will certify that any vacant employment positions, including training positions, that are filled (1) after the RDA is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the RDA's obligations under 24 CFR Part 75.
 - e. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.
 - f. The RDA will require all contractors and subcontractors for this Project to report Section 3 compliance information immediately upon request to the City and to maintain records demonstrating such compliance for a period no shorter than the record retention period set in Paragraph 6.K of this Agreement.
 - g. Indian and Tribal preferences. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of this part.
- vi. Subcontract Provisions. The RDA will include the provisions of Paragraphs 7.A, Civil Rights, and 7.B, Affirmative Action, in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

C. Labor Standards.

i. Davis-Bacon.

- a. For all contracts and subcontracts for construction, alteration, or repair in excess of two thousand dollars (\$2000.00), the RDA agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, 40 U.S.C. §276a1-276a7, as amended, including(a)(1) Minimum wages, (a)(2) Withholding, (a)(3) Payrolls and basic records, (a)(4) Apprentices and trainees, (a)(5) Compliance with Copeland Act requirements, (a)(6) Subcontracts, (a)(7) Contract termination: debarment, (a)(8) Compliance with Davis-Bacon and Related Act requirements, (a)(9) Disputes concerning labor standards and (a)(10) Certification of eligibility.
- b. The RDA agrees that, except for the rehabilitation or construction of residential property containing less than eight (8) units, all contracts or subcontracts in excess of two thousand dollars (\$2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if the wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the RDA of its obligation, if any, to require payment of the higher wage. The RDA shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- ii. Work Hours. The RDA agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327; and the Copeland “Anti-Kickback” Act; 40 U.S.C. § 276c and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The RDA shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

D. Contracting.

- i. Assignments and Contracting. The responsibility for the performance of this Agreement shall not be assigned, transferred, or contracted out by the RDA without the prior, written consent of the City. Contracts or purchase

orders by the RDA for the acquisition of equipment, materials, supplies, or services for the Project do not require the consent of the City but shall be done in accordance with the competitive bidding requirements required by Paragraph 6.R above and any applicable State laws and local government ordinances.

ii. Subcontracts.

- a. Approvals. The RDA shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the consent of the City prior to the execution of such agreement.
- b. Monitoring. The RDA will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c. Content. The RDA shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d. Selection Process. The RDA shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.
- e. Debarment and Suspension. No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" as set forth at 24 CFR Part 24.
- f. Subcontract Provisions. The RDA will include the provisions of Paragraphs 7(A), Civil Rights, 7(B), Affirmative Action, 7.C.i Davis-Bacon Act, and Section 3 Clause in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

E. Conduct.

- i. Citizen Participation. The RDA has had the opportunity to review and follows Salt Lake County's Citizen Participation Plan, which satisfies the requirements for 24 CFR § 91.105.

- ii. Community Development Plan. The RDA has had the opportunity to review and follows Salt Lake County’s Community Development Plan, specifically identifying short-term and long-term community development objectives that provide for decent housing, expanding economic opportunities for persons of low and moderate-income.
- iii. Conflict of Interest. The RDA agrees to abide by the provisions of 24 CFR § 570.611 and 2 CFR § 200.112 with respect to conflicts of interest and certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. These conflict-of-interest provisions apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of the City, or of any designated public agency or subrecipient receiving funds under the CDBG Entitlement program.
- iv. Ethical Standards. The RDA represents that it has not: (a) provided an illegal gift or payoff to any City officer or employee, or former City officer or employee, or to any relative or business entity of a City officer or employee, or relative or business entity of a former City officer or employee; (b) retained any person to solicit or secure this contract 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 set forth in State statute or Salt Lake County’s Ethics Code ordinance (Chapter 2.07, Salt Lake County Code of Ordinances); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any City officer or employee or former City officer or employee to breach any of the ethical standards set forth in State statute or City ordinances.
- v. Public Funds and Public Monies.
 - a. Definitions: “Public funds” and “public monies” mean 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 other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds, or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of “public funds” while in RDA’s possession.
 - b. RDA’s Obligation: RDA, as recipient of “public funds” and “public monies” pursuant to this and other contracts related hereto,

expressly understands that it, its officers and 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 the provision of services to the City. The RDA understands that it, its officers and employees may be criminally liable under Utah Code § 76-8-402 for misuse of public funds or monies. The RDA expressly understands that the City may monitor the expenditure of public funds by the RDA. The RDA expressly understands that the City may withhold funds or require repayment of funds from the RDA for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

vi. Lobbying. The RDA hereby certifies that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subawards shall certify and disclose accordingly; and
- d. This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000.00) and not more than one hundred thousand dollars (\$100,000.00) for each such failure.

- vii. Copyright. If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
 - viii. Religious Organization. The RDA agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR § 570.200(j).
 - ix. Drug-Free Workplace. Pursuant to the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701, the RDA certifies that it will provide a drug-free workplace in accordance with the Act and with the rules found at 2 CFR Section 2429.
8. This Agreement hereby incorporates all provisions of the County Agreement in their entirety as required by Paragraph 22(d)(ii)(3) of Exhibit A of the County Agreement.
9. Survival of Provisions. The Parties to this Agreement specifically agree that all the paragraphs, terms, conditions, and other provisions of this Agreement that require some action to be taken by either or both of the Parties upon or after the expiration or termination hereof shall survive the expiration or termination of this Agreement and shall be completed, taken or performed as provided herein or as may be required under the circumstances at that time.
10. Employee Status Verification System. The RDA shall register and participate in the Status Verification System before entering into a contract with the City as required by Utah Code § 63G-12-302(3). The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a State agency or a political subdivision of the State may inquire by exercise of authority delegated pursuant to 8 U.S.C. §1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. The RDA is individually responsible for verifying the employment status of only new employees who work under the RDA's supervision or direction and not those who work for another contractor or subcontractor, except each contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective contractor or subcontractor. The RDA shall comply in all respects with the provisions of Utah Code Section 63G-12-302(3). The

RDA's failure to so comply may result in the immediate termination of its contract with the City.

The City and the RDA have read and understand the terms of this CDBG Subrecipient Pass-Through Agreement for HRLP. Both Parties have demonstrated their willingness to enter into the Agreement as of the date above by having their Authorized representatives sign below.

MIDVALE CITY

Mayor Stevenson

ATTEST:

Rori L. Andreason, MMC
City Recorder

THE REDEVELOPMENT AGENCY OF
MIDVALE CITY

Chief Administrative Officer

ATTEST:

Rori L. Andreason, MMC
Secretary

EXHIBIT A – COUNTY AGREEMENT

SALT LAKE COUNTY
County Contract No. HCD24053CH
District Attorney No. 24CIV001396
CFDA # 14.218

CDBG SUBRECIPIENT AGREEMENT
Between
SALT LAKE COUNTY
And
MIDVALE CITY

THIS SUBRECIPIENT AGREEMENT (“Agreement”), is between Salt Lake County, a body corporate and politic of the State of Utah, with its address located at 2001 South State Street, Salt Lake City, Utah 84190 (“County”), and Midvale City Corporation, a municipal corporation of the State of Utah, with its business address located at 7505 South Holden St., Midvale, UT 84047, (“Subrecipient”), UEI Number: SRDNLV6ZR8XW8. County and Subrecipient may be referred to jointly as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, Salt Lake County has entered into a grant agreement (the “Grant Agreement”) with the United States Department of Housing and Urban Development (“HUD”) for formula grant disbursement to conduct the Community Development Block Grant program (“CDBG”) pursuant under the r Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301 et seq. and subject to the rules and regulations, promulgated by HUD governing the conduct of Community Development Block Grant program, but not limited to, Title 24, Part 92 of the Code of Federal Regulations (“CFR”) (the “Rules and Regulations”); and the applicable provisions of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the “Super Circular”); and

WHEREAS, In response to the County’s Request for Grant Applications (“RFA”) released in the Fall of 2023, Subrecipient submitted an application outlining the planned use of the awarded funds to carry out the Midvale City Home Repair Loan Program (“Project”). The Redevelopment Agency (“RDA”) of Midvale City will utilize the CDBG funds to support a home repair loan program (“HRLP”) that will be administered by Midvale City and NeighborWorks Salt Lake (“NWSL”). The activities include forgivable loans, housing counseling, and all administrative costs; and

WHEREAS, based on recommendations made on May 9, 2024, by the Salt Lake County Urban Mayors, the Mayor of Salt Lake County approved the sub-grant of funds described in this Agreement to be used for eligible CDBG activities.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound, covenant and agree as follows:

1. INCORPORATION BY REFERENCE

a. The Recitals stated above are incorporated herein and made a material part of this Agreement by this reference.

2. SUBRECIPIENT’S CONTACT PERSON

a. Subrecipient Contact Person: Marcus Stevenson / Mayor

3. FUNDING AMOUNT

a. Total Agreement amount of One Hundred Ninety-Six Thousand Eight Hundred Seventy-Six Dollars (\$196,876.00).

4. PROJECT(S) OR ACTIVITIES

- a. Project name: Midvale City Home Repair Loan Program (“HRLP”).
- b. Total project cost: \$250,000.00.
- c. HRLP improvements will address emergency repairs, eliminate blight, conserve energy, and preserve the housing community within Midvale’s city limits. Funds will be available on a first come, first-served basis. “CDBG funds” will be utilized to pay for the contracted administrative costs of the home repair loan program (“HRLP”) which provides forgivable loans up to \$15,000.00 to approximately 15-20 Households. Contracted services will be provided by NeighborWorks Salt Lake (“NWSL”).
- d. Program Service Provider: NeighborWorks® Salt Lake. Anthony Semone - Director of Homeownership Services. HUD Certified Counselor FZ7FEY
622 W 500 N, SLC, UT 84116 | 801-539-1590 | tonys@nwsaltlake.org.

5. SUBAWARD INFORMATION

- a. The following information is provided pursuant to 2 CFR 200.332(a)(1):
 - i. Federal Award Identification No (FAIN): TBD
 - ii. Federal Award Date: July 1st, 2024
 - iii. Total Amount of Federal Funds Obligated to Subrecipient by County: One Hundred Ninety-Six Thousand Eight Hundred Seventy-Six Dollars. (\$196,876.00)
 - iv. Total Amount of the Federal Award committed to Subrecipient: One Hundred Ninety-Six Thousand Eight Hundred Seventy-Six Dollars. (\$196,876.00)
 - v. Is Award Research and Development: No
 - vi. Indirect Cost Rate for Federal Award for County: N/A

6. PERIOD OF PERFORMANCE

- a. Period of performance begins 07/01/2024
- b. Period of performance terminates 06/30/2025
- c. Agreement expires on 08/31/2025

7. DOCUMENTS INCORPORATED INTO THIS GRANT AND ATTACHED

- ATTACHMENT A: General Terms and Conditions
- ATTACHMENT B: Project Statement of Work
- ATTACHMENT C: Project Budget

Any conflicts between Attachment A and other attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS GRANT BY REFERENCE BUT NOT ATTACHED
- a. All other governmental laws, regulations, or actions applicable to the services authorized by this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be approved by its governing body or board and to be duly executed on the following dates:

MIDVALE CITY CORPORATION:

By: _____

Title: _____

Date: _____

SALT LAKE COUNTY:

By: _____
Mayor or designee

Date: _____

Division Approval:

By: _____
Director or Designee

Reviewed and Approved as to Form and Legality:

John E. Diaz
Senior Deputy District Attorney
Salt Lake County

**ATTACHMENT A:
GENERAL TERMS AND CONDITIONS**

1. Background. County has entered into a grant agreement (“Grant Agreement”) with the United States Department of Housing and Urban Development (“HUD”) for financial assistance to conduct a Community Development Block Grant Eligible (“CDBG Project”) pursuant to Title I of the Housing and Community Development Act of 1974 (the “Act”), as amended, and the Rules and Regulations promulgated by HUD governing the conduct of Community Development Block Grant (“CDBG”) programs, 24 Code of Federal Regulations (“CFR”) part 570, as amended, (the “Rules and Regulations”) and the applicable provisions of 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the “Super Circular”) County is authorized to contract by subgrant agreement with public entities or private non-profit entities for qualified activities and projects.

2. Project Responsibility. County’s Division of Housing and Community Development (“HCD”) is hereby designated as the representative of County regarding all CDBG Project matters and shall be responsible for the overall administration and management of that program and the manner in which the activities or projects described herein are conducted. County will monitor the performance of Subrecipient against goals and performance standards required in Attachment B - Statement of Work. Substandard performance as determined by County will constitute non-compliance with the agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by County, suspension or termination procedures will be initiated which may result in withdrawal or termination of funding.

3. Project Budget.

a. A budget (“Budget(s)”) must be prepared for each of the Projects subject to this Agreement and submitted to County for review prior to the start of each of the Project(s). These Budgets must be approved by County and be attached to this Agreement when executed. The Project(s) shall be identified in Attachment C, with a sub-attachment number, if appropriate, for each Project. Each of the Budget(s) shall be prepared in a format that is acceptable to County and, in general, shall list the major cost elements of the Project with the estimated cost of each of those elements equaling in sum total the fixed total project cost to be paid or reimbursed to Subrecipient for that Project.

b. Subrecipient shall adhere to the requirements of the Budget(s) as approved by County but is not precluded from making changes in the amounts budgeted for the major cost elements within the Budget(s) or between Project Budgets as such changes become necessary. All changes however, within the Budget(s), shall be reported to County in a timely manner for acceptance and approval. All proposed changes in the total amount of any of the Budget(s) under this Agreement that would increase or decrease the total amount of funding specified in Paragraph 7(A), or result in a change in the scope, location or beneficiaries of the Project, shall be submitted to County for prior approval and must be formally authorized by a written amendment to this Agreement in accordance with the provisions of Paragraph 9.

4. Eligible Costs. All costs which are incurred on any of the Project(s) by Subrecipient during the period of performance of this Agreement and which have been determined by County to be

appropriate and allowable costs of the Project(s) shall be eligible for reimbursement and payment hereunder.

5. Extension Periods. This Agreement may be extended by written amendment at County's sole option.

6. Time is of the Essence. All performance of this Agreement shall be undertaken and completed by the Subrecipient in an expeditious manner and shall not extend beyond the end of the contract expiration date unless this Agreement is extended by amendment.

7. Funding Amount.

a. Subject to the requirements of this Agreement, County will fund the Subrecipient for the full performance of this Agreement and the actual conduct of the Project(s) specified herein undertaken by Subrecipient. This is a fixed ceiling amount and shall not be considered as an "estimate-of-cost," "percentage-of-cost" or any kind of "cost-plus" sum, price, or amount. In addition, as used in this Agreement, unless the context indicates otherwise, the words "expend," "expended" and "expenditure" shall include all amounts obligated or committed by Subrecipient by written agreement (including unilateral purchase orders) for expenditure on the Project(s).

b. Subrecipient must make a concerted, good-faith effort to expend the total subgrant within the Period of Performance. Subrecipient costs and expenditures, however, shall not exceed the total funding amount. County shall not be liable for or reimburse Subrecipient for any extra costs or overruns on the Project(s) or any additional funding in excess of the total amount stated in this Agreement without prior written amendment.

c. In the event the full funding amount to be paid or reimbursed hereunder by County is not expended by Subrecipient for project costs as specified in Attachment C by the end of the contract expiration date, as that period may have been extended or otherwise changed, Subrecipient shall refund, release or transfer any unexpended amount back to County within thirty (30) days. Any project funds held by County at the end of the Period of Performance or refunded, released or transferred to County shall be reallocated by County. Subrecipient shall be eligible to apply for these funds but shall have no greater priority than any other applicant.

d. In the event that congressional action, HUD rules and regulations, or other lawful directive modifies or reduces the funds and/or services obligated under this Agreement, Subrecipient shall, upon notice from County, immediately modify or reduce the scope of work or cease expenditures hereunder as directed by Congress, HUD, County or other lawful directive.

e. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

8. Methods of Disbursement.

a. Subrecipient may request disbursement from County of that part of the funding amount relating to a particular Project, either on the basis of a lump sum reimbursement of the Project costs upon completion or on the basis of periodic reimbursement payments during the course of a Project as the funds for that Project are expended.

b. A request by Subrecipient for either a lump sum or for periodic reimbursement payments on a Project shall be in a form and content as prescribed by County and shall be submitted to County for review and for a determination of eligibility for payment. Upon approval by County, that division will submit the request to the appropriate County offices and divisions for processing and payment. Requests for periodic payments shall be supported and documented as required by County on the basis of costs actually incurred by Subrecipient on a Project during the period for which payment is requested.

c. Prepayment of the funds or a partial advance of funds to Subrecipient for a Project may be made by County if the nature of the Project or unusual circumstances justify such payment. Any prepayment or advance payment made hereunder must be justified in writing by Subrecipient and must be pre-approved and authorized by County. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Subrecipient, and are not to exceed actual cash requirements. Payments will be adjusted by County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, County reserves the right to liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.

d. Expenditures under this Agreement, whether or not prepaid, determined by County or HUD to be ineligible for reimbursement or which are inadequately documented will upon written request be immediately refunded to County by Subrecipient.

e. No requests for reimbursement or other payments under this Agreement due to cost overruns of any kind on the Project(s) shall be approved, allowed, or paid by County unless the amount requested has been approved by a written amendment.

9. Amendments.

a. Either of the Parties may request amendments to any of the provisions of this Agreement at any time during the period of performance but no amendment shall be made or performed until it has been mutually agreed to by the Parties. All amendments shall be authorized by a duly executed modification of this Agreement prior to any work being done, except that, extensions of time amendments in the Period of Performance and contract expiration date may be authorized and given by County as provided below.

b. County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the purpose, the scope of services, the location, or beneficiaries of the Project(s) to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Subrecipient.

10. Consultation and Technical Assistance. County will be available to provide technical assistance upon written request of the Subrecipient or as County deems necessary for improved Program operation.

11. Additional Requirements.

a. **Compliance.**

i. Subrecipient agrees to comply with the requirements of the CDBG Program regulations found at 24 CFR Part 570 and all incorporated and related federal regulations, statutes, policies, and directives, as applicable. Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, policies, and Salt Lake County program directives governing the funds and services provided under this Agreement including but not limited to 2 CFR Part 200.

ii. In accordance with the applicable statutes and the regulations governing the consolidated plan regulations and this Agreement, the Subrecipient will abide by the applicable certifications found at:

<https://www.hudexchange.info/resource/2396/consolidated-plan-certifications-state-and-non-state/>

b. **Independent Contractor.** The relationship of County and Subrecipient under this Agreement shall be that of an independent contractor status. Each Party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Subrecipient of employer and employee, partners or joint venturers. The Parties agree that Subrecipient's obligations under this Agreement are solely to the County. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

c. **Licensing.** Subrecipient will obtain all licenses, permits and/or certificates required by federal, state, and local government statutes, laws, ordinances and/or regulations required by every governmental jurisdiction in which the Program is provided for the duration of this Agreement. Subrecipient shall have said licenses, permits, and certificates available during normal business hours for inspection by County.

d. **Indemnification.** If Subrecipient is a governmental entity under the Governmental Immunity Act of Utah, Section 63G-7-101 et seq., Utah Code Ann. (2021) (hereinafter "the Act"), then, consistent with the terms of the Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits, or which are committed by its agents, officials or employees. Neither Party waives any defenses or limits of liability otherwise available under the Act.

e. **Insurance for contracts over Fifty Thousand Dollars (\$50,000.00) and all Facility Improvement Projects.** Subrecipient shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

i. **General Insurance Requirements for All Policies.**

1. Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to County.

2. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

a. Currently rated A- or better by A.M. Best Company; (1A) for construction contracts only, the insurer must also have an A.M. Best Company financial size category rating of not less than VII.

—OR—

b. Listed in the United States Treasury Department’s current listing of Approved Sureties (Department Circular 570), as amended.

ii. Subrecipient shall furnish certificates of insurance, acceptable to County, verifying compliance with the insurance requirements herein prior to the execution of this Agreement. Subrecipient shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this Agreement.

iii. In the event any work is subcontracted, Subrecipient shall require its subcontractor, at no cost to County, to secure and maintain all minimum insurance coverages required of Subrecipient hereunder.

iv. Subrecipient’s insurance policies shall be primary and non-contributory to any other coverage available to County. The workers' compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of County.

v. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Subrecipient shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to County.

vi. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to County in a manner approved by the County District Attorney.

vii. In the event Subrecipient fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce payments to Subrecipient for the costs of said insurance.

f. **Required Insurance Policies.** Subrecipient agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

i. Workers' compensation and employer's liability insurance sufficient to cover all of Subrecipient's employees unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, Subrecipient shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law. (County is not to be an additional insured under Subrecipient's workers' compensation insurance).

ii. Commercial general liability insurance, on an occurrence form, naming County as an additional insured, in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence with a Two Million Dollars (\$2,000,000.00) general policy aggregate and Two Million Dollars (\$2,000,000.00) products completed operations policy aggregate. The policy shall protect County, Subrecipient and any subcontractor from claims for damages for personal injury, including accidental death and from claims for property damage that may arise from Subrecipient's operations under this Agreement, whether performed by Subrecipient itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to County whether such coverage be primary, contributing, or excess.

iii. Professional liability insurance with a minimum policy limit of One Million Dollars (\$1,000,000.00) per occurrence. (County is not to be an additional insured for professional liability insurance).

iv. If Subrecipient will be operating a vehicle in connection with any services rendered under this Agreement, regardless of the amount provided in the Agreement, Commercial automobile liability insurance that provides coverage for owned, hired and non-owned automobiles, in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence.

—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—

v. Subrecipient shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as Subrecipient agrees not to operate a vehicle in connection with services rendered under this Agreement, County shall not require Subrecipient to provide commercial automobile liability insurance.

g. **Bond Requirements.** If the Project(s) involves construction or rehabilitation costing Twenty-Five Thousand Dollars (\$25,000.00) or more, Subrecipient shall require that contractors furnish, at the contractors' expense, a separate performance bond and a labor and materials bond, each

for an amount not less than one hundred percent (100%) of the contract price, or such other assurances as approved in writing by County. If required, the bonds shall be issued by a qualified corporate surety licensed to transact business in Utah. If at any time during performance of the work, the surety on the bonds shall be disqualified from doing business in Utah, or shall become insolvent or otherwise impaired, contractors shall furnish bonds from an alternate surety acceptable to County and Subrecipient. The bonds shall remain in effect until completion of the Project(s) including completion of all warranty and guaranty work and shall be delivered to County prior to the commencement of any work. Subrecipient shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or amendment to this Agreement.

h. **Grantor Recognition.** Subrecipient shall insure recognition of the role of HUD in providing services through this Agreement. All activities, facilities, and items funded under this Agreement shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

i. **Suspension or Termination.** Either Party may terminate this Agreement for convenience at any time, as set forth at 2 CFR Sections 339 and 340, by giving thirty (30) days written notice to the other Party of such termination. Partial terminations of the Project(s) identified in this Agreement may only be undertaken with the prior approval of County. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Subrecipient under this Agreement shall, at the option of County, become the property of County, and Subrecipient shall be entitled to receive just and equitable compensations for any satisfactory work completed on such documents or materials prior to the termination. County may also suspend or terminate this Agreement, in whole or in part, in accordance with the provisions of 2 CFR Sections 338 - 342, if Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and County may declare Subrecipient ineligible for any further participation in County's contracts, in addition to other remedies as provided by law.

j. **Build America Buy America-** Build America, Buy America Act. The Build America, Buy America Act ("BABA") (Pub. L. No. 117-58, §§ 70901-52) enacted as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. Recipients of an award of Federal financial assistance from a program for infrastructure may not use funds provided under this award for a project for infrastructure unless:

- i. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- ii. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than fifty-five

percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

- iii. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, Subrecipients may apply for, and HUD may grant, a waiver from these requirements. Subrecipient may request information from County on the process for requesting a waiver from these requirements.

12. Administrative Requirements.

a. **Uniform Requirements.** The Subrecipient and its agencies or instrumentalities and subrecipients shall comply with applicable uniform administrative requirements, cost principles, and audit requirements as described in 2 CFR Part 200 and as modified by 24 CFR § 570.502. The Super Circular supersedes and consolidates the requirements from OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-13.

b. **Other Program Requirements.** Subrecipient shall comply with the program requirements set forth at 24 CFR §§ 570.600 - 570.614. Except, Subrecipient shall **not** be required to assume the environmental responsibilities described at 24 CFR § 570.604 or the review process under 24 CFR Part 52.

c. **Financial Management.** Subrecipient agrees to comply with the standards for financial and program management in accordance with 2 CFR Part 200, Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

d. **Cost Principles.** Subrecipient, as specified in 24 CFR § 570.502(a), shall administer its program in conformance with 2 CFR Part 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

13. Documentation and Record-Keeping.

a. **Records to be Maintained.** Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR § 570.506, pertinent to the activities to be funded under this Agreement.

b. **Retention.** Records shall be retained for the periods set forth at 24 CFR § 570.502(a)(7)(ii) and 2 CFR § 200.333. The retention period for individual CDBG activities shall be

the longer of three (3) years after the expiration/termination of the agreement or after the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time by County. Records subject to reversion of assets or change or use provisions must be maintained for as long as those provisions continue to apply to the activity. Records of outstanding loan balances or other receivables or contingent liabilities must be retained until such receivables or liabilities have been satisfied. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three- year period, whichever occurs later.

c. **Client Data.** Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

d. **Disclosure.** Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of County's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited without lawful court order unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

e. **Property Records.** The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Subrecipient will adhere to 2 CFR § 200.329, which requires annual reporting of real property for which there is a Federal interest. If the Federal interest extends beyond fifteen (15) years the reporting periods are multiyear reporting periods.

14. Close-Outs. Subrecipient's obligation to County shall not end until all close-out requirements, which are set forth at 2 CFR § 200.343, are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to County), and determining the custodianship of records.

15. Audits & Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to County, grantor agency, their designees or the federal government, at any time during normal business hours, as often as County or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within a time period as agreed upon by County and Subrecipient after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or refunding of payments to County. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Subrecipient audits and, as applicable, 2 CFR Part 200, Subpart F.

16. Program Income.

a. All program income, as defined at 24 CFR § 570.500(a), will be returned to County immediately upon being earned. Program income is defined in § 570.500(a) of the Rules and Regulations as gross income received by Subrecipient which is directly generated from the use of the CDBG funds provided hereunder, except as specifically excluded under 24 CFR § 570.500(a)(4).

b. Any program income in possession of Subrecipient that has not been returned to County when this Agreement expires or is terminated, or is received by Subrecipient after this Agreement expires or is terminated, shall be transferred or paid to County in accordance with the provisions contained herein, referred to as “Reversion of Assets”.

17. Indirect Costs. Indirect costs may be charged if Subrecipient develops an indirect cost allocation plan, prepared in accordance with 2 CFR Part 200, Subpart E, for determining the appropriate Subrecipient’s share of administrative costs and shall submit such plan to County for approval.

18. Progress Reports. During the actual conduct of the Project, Subrecipient shall prepare and submit to County every three (3) months, or as otherwise outlined in Attachment B: Project Statement of Work, a detailed project status report. The report format shall be as approved by County but must show, at a minimum, the current performance status of the Project being reported, the costs and contractual commitments incurred to date that have been charged to that project, information relating to the HUD performance indicators.

19. Reversion of Assets. As provided in 24 CFR § 570.503(b)(7), upon the expiration or termination of this Agreement, Subrecipient shall release to County any unexpended CDBG funds provided under this Agreement, all program income in its possession which it has not returned to County, and any accounts receivable attributable to the use of CDBG funds provided under this Agreement. Any real property in the control of Subrecipient that was acquired or improved with CDBG funds provided under this Agreement shall be managed in compliance with County’s policy regarding the use of CDBG-assisted real property, as follows:

a. **Acquired with CDBG Funds.** All property acquired by Subrecipient in whole or in part with CDBG funds must be used for a period of fifteen (15) years following the expiration or termination of this Agreement to meet one of the national objectives, found at 24 CFR § 570.208, of benefiting low- and moderate-income persons; aiding in the prevention or elimination of slums and blight; or meeting community development needs having a particular urgency. A deed restriction will be recorded against any property acquired with funds allocated by this Agreement. Subrecipient agrees to have this deed restriction in place prior to or in conjunction with expenditure of funds provided by this Agreement.

b. **Improved with CDBG Funds.** All property improved in whole or in part with CDBG funds must be used by Subrecipient to meet one of the national objectives found at 24 CFR § 570.208 in accordance with the following timetable:

i. All properties receiving improvement funds below Two Hundred Thousand Dollars (\$200,000.00) must be used for eligible activities for five (5) years;

ii. All properties receiving improvement funds of Two Hundred Thousand Dollars (\$200,000.00) or more must be used for eligible activities for fifteen (15) years;

iii. A deed restriction will be recorded against any property improved with funds allocated by this Agreement. Subrecipient agrees to have this deed restriction in place prior to or in conjunction with expenditure of funds provided by this Agreement.

c. The County will not consider a change of use of the Project during the timeline outlined above

d. The threshold amounts set forth in Subparagraph b. above are cumulative, based on the total CDBG funding provided to Subrecipient in this Agreement for acquisition or improvement of real property, plus any previous or subsequent CDBG funding provided by County to acquire or improve said real property.

20. Procurement. Subrecipient shall procure all materials, property, or services in accordance with the Procurement Standards of 2 CFR Part 200, Subpart D, except to the extent that the County's Purchasing Procedures are more restrictive, Subrecipient shall follow the County's procedures pursuant to Chapter 3.20 of the Salt Lake County Code of Ordinances. In the event the procurement standards of the Subrecipient are more restrictive than those in Chapter 3.20 or 2 CFR §§ 200.317 - 326, the more restrictive standards and requirements will apply.

21. Equipment. Equipment means tangible nonexpendable personal property having a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more per unit (2 CFR § 200.33). Subrecipient shall comply with 2 CFR Part 200, Subpart D as modified by 24 CFR § 570.502(a)(6) and County policy regarding the use, maintenance and disposition of equipment. In the event the policies of Subrecipient are more restrictive than those in 2 CFR Part 200, Subpart D the more restrictive standards and requirements will apply.

22. Personnel & Participant Conditions.

a. **Civil Rights.**

i. **Nondiscrimination and Equal Opportunity.**

(1) Subrecipient, and all persons acting on its behalf, agree to comply with the non-discrimination and equal opportunity requirements set forth in 24 CFR § 5.105 and with all federal, state and county laws governing discrimination, and they shall not discriminate in the application, screening, employment, participation, or any other involvement of any person in relation to any phase of the Project(s).

(2) Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees

to post in conspicuous places notices setting forth the provisions of this nondiscrimination clause.

(3) Subrecipient will, in all solicitations or advertisements for employees, state that it is an Equal Opportunity or Affirmative Action employer. Subrecipient must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, as enforced by the Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

ii. **Excessive Force.** Subrecipient agrees that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

iii. **Land Covenants.** This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR §§ 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that County and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

iv. **Section 504.** Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (290 U.S.C. 706), which prohibits discrimination against the disabled in any federally assisted program. County shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

b. **Affirmative Action.**

i. **Approved Plan.** Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107 regarding Equal Employment Opportunity programs; and implementing regulations at 41 CFR Part 60.

ii. **WMBE.** Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in keeping with the principles as provided in President's

Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women’s Business Enterprise). As used in this Agreement, the term “minority and Women’s business enterprise” means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are those groups of U.S. citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. Subrecipient may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

iii. **Access to Records.** Subrecipient shall furnish and cause each of its own subgrantees or subcontractors to furnish all information and reports required by County and will permit access to its books, records, and accounts by County, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

iv. **EEO/AA Statement.** Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

v. **Section 3 Compliance.** Subrecipient, and any of Subrecipient’s subrecipients and subcontractors, shall comply with the provisions of Section 3 of the Housing and Urban Development Act, as set forth at 24 CFR Part 135. Subrecipient certifies and agrees that no contractual or other impediment exists which would prevent compliance with these requirements. Subrecipient will include this section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations. Subrecipient agrees to compile and provide to the County all HUD-required section 3 information regarding the hiring of low-income employees and (sub)contractors.

vi. **24 CFR 135.38 Section 3 clause.** All section 3 covered contracts shall include the following clause (referred to as the “section 3 clause”):

(1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The Parties to this contract agree to comply with HUD's regulations in

24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR part 135 regulations.

(3) The Subrecipient agrees to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(4) The Subrecipient agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(5) The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 CFR part 135.

(6) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

vii. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self- Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian- owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

viii. **Subcontract Provisions.** Subrecipient will include the provisions of Paragraphs 22(A), Civil Rights, and 22(B), Affirmative Action, in every subcontract,

specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors. Subrecipient will also include the entire section 3 Clause above in every subcontract so that such provisions will be binding upon each of its own subgrantees or (sub)contractors.

c. **Labor Standards.**

i. **Davis-Bacon.**

(1) For all contracts and subcontracts for construction, alteration, or repair in excess of Two Thousand Dollars (\$2000.00), Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, 40 U.S.C. §276a1-276a7, as amended, including(a)(1) Minimum wages, (a)(2) Withholding, (a)(3) Payrolls and basic records, (a)(4) Apprentices and trainees, (a)(5) Compliance with Copeland Act requirements, (a)(6) Subcontracts, (a)(7) Contract termination: debarment, (a)(8) Compliance with Davis- Bacon and Related Act requirements, (a)(9) Disputes concerning labor standards and (a)(10) Certification of eligibility.

(2) Subrecipient agrees that, except for the rehabilitation or construction of residential property containing less than eight (8) units, all contracts or subcontracts in excess of Two Thousand Dollars (\$2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if the wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

ii. **Work Hours.** Subrecipient agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327; and the Copeland "Anti-Kickback" Act; 40 U.S.C. § 276c, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request.

iii. **Hatch Act.** Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

d. **Contracting.**

i. **Assignments and Contracting.** The responsibility for the performance of this Agreement shall not be assigned, transferred, or contracted out by Subrecipient without the prior, written consent of County. Contracts or purchase orders by Subrecipient for the

acquisition of equipment, materials, supplies, or services for the Project do not require the consent of County but shall be done in accordance with the competitive bidding requirements described in this agreement and any applicable state laws and local government ordinances.

ii. **Subcontracts.**

(1) **Approvals.** Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the consent of County prior to the execution of such agreement.

(2) **Monitoring.** Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(3) **Content.** Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(4) **Selection Process.** Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to County along with documentation concerning the selection process.

(5) **Debarment and Suspension.** No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" as set forth at 24 CFR Part 24.

e. **Conduct.**

i. **Citizen Participation.** Subrecipient has had the opportunity to review and follows County's Citizen Participation Plan which satisfies the requirements for 24 CFR § 91.105.

ii. **County Consolidated Plan.** Subrecipient has had the opportunity to review and follows County's Consolidated Plan, specifically identifying short-term and long-term community development objectives that provide for decent housing, expanding economic opportunities for persons of low- and moderate-income.

iii. **Conflict of Interest.** Subrecipient agrees to abide by the provisions of 24 CFR § 570.611 and 2 CFR § 200.112 with respect to conflicts of interest, and certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of County, or of any designated public agency or Subrecipient receiving funds under the CDBG

Entitlement program.

iv. **Ethical Standards.** Subrecipient represents that it has not: (a) provided an illegal gift or payoff 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 contract 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 set forth in State statute or County's Ethics Code ordinance (Chapter 2.07, Salt Lake County Code of Ordinances); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

v. **Campaign Contributions.** Subrecipient acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances. Subrecipient also acknowledges and understands this prohibition means that any person, business, corporation, or other entity that enters into a contract or is engaged in a contract with County is prohibited from making campaign contributions to County candidates. Subrecipient further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. Subrecipient represents, by executing this Agreement, that Subrecipient has not made or caused others to make any campaign contribution to any County candidate in violation of the above- referenced County ordinance.

vi. **Public Funds and Public Monies.**

(1) Definitions: "Public funds" and "public monies" mean 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 other 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 Subrecipient's possession.

(2) Subrecipient's Obligation: Subrecipient, as recipient of "public funds" and "public monies" pursuant to this and other contracts related hereto, expressly understands that it, its officers, and 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 the provision of services to County. Subrecipient understands that it, its officers, and employees may be criminally liable under §76-8-402, Utah Code for misuse of public funds or monies. Subrecipient expressly understands that County may monitor the expenditure of public funds by Subrecipient. Subrecipient expressly understands that County may withhold funds or require repayment of funds from Subrecipient for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or

monies.

vii. **Lobbying.** Subrecipient hereby certifies that:

(1) No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement;

(2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subawards shall certify and disclose accordingly; and

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

(5) No funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87); Subrecipient Grantee, if a public entity, shall also comply with the provisions of the Hatch Act (5 USC 1501-1508) and the Intergovernmental Personnel Act of 1970 as Amended by Title VI of the Civil Service Reform Act (Pub. L. 95-454 Section 4728), which limit political activities of public employees.

viii. **Copyright.** If this Agreement results in any copyrightable material or inventions, County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

ix. **Religious Organization.** Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or

for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR § 570.200(j).

x. **Drug-Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701, Subrecipient certifies that it will provide a drug-free workplace in accordance with the Act and with the rules found at 2 CFR Section 2429.

23. Environmental Conditions.

a. **Air and Water.** Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

i. Clean Air Act, 42 U.S.C., § 7401, *et. seq.*

ii. Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, as amended, relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder.

b. **Flood Disaster Protection.** In accordance with the requirements of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001, Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

c. **Lead-Based Paint.** Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR § 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978, be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint poisoning and the advisability and availability of blood lead level screening for children six (6) years of age and under. The notice should also point out that if lead-based paint is found on the property, interim controls or paint stabilization may be undertaken.

d. **Historic Preservation.** Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, 16 U.S.C. § 470, as amended, and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

24. Displacement, Relocation, Acquisition, and Replacement of Housing. Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b); the requirements of 24 CFR § 570.606(c) governing the Residential Anti-displacement

and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and the requirements in § 570.606(d) governing optional relocation policies. (County may preempt the optional policies.) Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. Subrecipient also agrees to comply with applicable state law, including Utah Code Annotated, §57-12-1 *et. seq.* (1953, as amended), and County ordinances, resolutions and policies concerning the displacement of persons from their residences.

25. Survival of Provisions. The Parties to this Agreement specifically agree that all the paragraphs, terms, conditions and other provisions of this Agreement that require some action to be taken by either or both of the Parties upon or after the expiration or termination hereof shall survive the expiration or termination of this Agreement and shall be completed, taken or performed as provided herein or as may be required under the circumstances at that time.

26. Employee Status Verification System. Subrecipient shall register and participate in the Status Verification System before entering into a contract with County as required by Utah Code § 63G-12-302(3). The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. §1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Subrecipient is individually responsible for verifying the employment status of only new employees who work under Subrecipient’s supervision or direction and not those who work for another contractor or subcontractor, except each contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective contractor or subcontractor. Subrecipient shall comply in all respects with the provisions of Utah Code § 63G-12-302(3). Subrecipient’s failure to so comply may result in the immediate termination of its contract with County.

27. Environmental Review Requirements.

a. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that:

- i. the Subrecipient does not assume the recipient’s environmental responsibilities described in 24 CFR 570.604 and
- ii. the Subrecipient does not assume the County’s responsibility for initiating the review process under the provisions of 24 CFR 58.

b. Subrecipient agrees to comply with the laws, authorities under the National Environmental Policy Act of 1969 (NEPA) and each provision of law designated in the 24 C.F.R. 58.5.

ATTACHMENT B
PROJECT STATEMENT OF WORK
Contract # HCD24053CH

1. Project Summary:

- a. Project Number: 01.11CNTY50.
- b. Project Name: Midvale City Home Repair Loan Program (“HRLP”).
- c. As outlined in the application submitted in response to the Request for Application (“RFA”), HRLP improvements will address emergency repairs, eliminate blight, conserve energy, and preserve the housing community within Midvale’s city limits. Funds will be available on a first come, first-served basis.
- d. Eligibility and Reference: Homeowner Rehabilitation -Section 105(a)(4) §570.202. National Objective and Reference: LMH - LOW/MOD HOUSING BENEFIT. IDIS Matrix Code: 14A – Rehabilitation: Single Unit Residential.

2. Provided Services:

CDBG funds will be utilized to pay for the contracted administrative costs of the home repair loan program (“HRLP”) which provides forgivable loans up to \$15,000.00 per Households. All contracted services will be provided by NeighborWorks Salt Lake (“NWSL”).

3. Client Eligibility:

- a. Low to Moderate Households located within Midvale City boundaries. To qualify households must fall on or below 80% AMI, and households who fall on or below 50% AMI can receive forgivable loans up to \$15,000.00.

4. Outreach:

- a. In accordance with HUD expectations, Salt Lake County requires Subrecipients perform outreach to extremely low, very low and low-income populations. Agencies will report how and when outreach was performed. See reporting section for specific timelines and metrics.

5. Reporting:

- a. This Agreement requires timely progress reports from Subrecipient. Subrecipient will receive All reports must be submitted according to the timelines below. Reporting requirements are subject to change.
 - i. Goal Statements:
 1. Approximately 15-20 households will be assisted with a home repair loan.
 - ii. Outputs:
 1. For each client served:
 - a. Race & Demographic Info
 - i. Hispanic/Latino Info
 - b. Income
 - c. Other Demographic Categories

- i. Disabled, single female head of household, seniors, adults, veterans, etc.
 - d. Jurisdiction
 - e. Service Quality
 - f. Homeless Services Provided
 - g. Funds Leveraged
- 2. Narratives
 - a. Program Status
 - b. Program Impact Story
 - c. Outreach Narrative
- iii. Reporting Timeline:

| Required Report | | Reporting Period | Due Date |
|---|----|--|---------------------------------|
| Narrative and Statistical Progress Report (Quarterly) | Q1 | July 1 st - September 30 th , 2024 | October 31 st , 2024 |
| | Q2 | October 1 st – December 31 st , 2024 | January 31 st , 2025 |
| | Q3 | January 1 st – March 31 st , 2025 | April 30 th , 2025 |
| | Q4 | April 1 st – June 30 th , 2025 | July 20 th , 2025 |

Attachment C: Project Budget
Salt Lake County
Housing and Community Development



| | | |
|---|---------------------------------|----------------------|
| Subrecipient Name: | Midvale City | |
| Project Name: | Home Repair Loan Program (HRLP) | |
| Contract #: | HCD24053CH | |
| Project # | 01.11CNTY50 | |
| Total Project Cost: | \$ 250,000.00 | |
| Contract Amount: | \$ 196,876.00 | |
| County Portion of Project Cost: | 79% | |
| Match Committed by Subrecipient: | | Match Source: |
| Match Percentage: | 0% | |

| Budget Category | Budget Line Description | Amount |
|--|--|----------------------|
| *Project Staff Salaries and Wages | | \$ - |
| *Project Staff Fringe Benefits | | \$ - |
| Contracted Services | Contracted Administrative Expenses, Low Interest and forgivable loans (Up to \$15,000.00 per Household) | \$ 196,876.00 |
| Insurance/Legal/Financial | | \$ - |
| Direct Client Assistance | | |
| Travel/Training | | \$ - |
| Program Supplies and Office Expenses | | \$ - |
| Space Costs (Rent, Utilities, Maintenance) | | \$ - |
| Other | | \$ - |
| | | |
| <i>Indirect Admin</i> | | \$ - |
| <i>Direct Admin</i> | | \$ - |
| Total Contract Budget Amount | | \$ 196,876.00 |

Project Budget Requirements

County provides payment to Subrecipient on a reimbursement basis.

Reimbursement requests must be submitted through an online invoice portal provided by County. Subrecipient is required to submit reimbursement requests by the 15th of each month for all costs incurred during the previous month.

If Subrecipient does not have any eligible costs for the previous month, Subrecipient must submit a zero dollar invoice in the reimbursement portal. If Subrecipient is unable to submit an invoice for the previous month, Subrecipient must inform County in writing prior to the 15th of each month. County may make exceptions to this frequency of billing on a case by case basis at the sole discretion of County.

County fiscal year runs from January to December. This requires all reimbursement requests during the previous calendar year to be reviewed and approved by County staff no later than January 15th each year. When possible, County will provide flexibility with reimbursement requests but County cannot process any requests for reimbursement from the previous calendar year after January 15th regardless of circumstances. If Subrecipient has any concern with costs incurred from a previous calendar year being reimbursed by this date, Subrecipient must communicate in writing to County staff the reason for the delay as soon as possible to avoid non-payment of reimbursement requests.

Back-up documentation of billed costs must be submitted with all reimbursement requests, unless otherwise notified by County. Subrecipient will keep documentation of match expenditures on file for review as requested by County. Subrecipient must maintain documentation of all expenditures for a period of not less than five (5) years and provide full expense backup documentation upon request.

Any changes to Attachment B: Statement of Work or Attachment C: Project Budget must be approved in writing by County. Budget changes must be approved prior to the incurring of expenses. Changes determined by County to be substantial may require an amendment to this agreement.



REDEVELOPMENT AGENCY OF MIDVALE CITY

Meeting Date: November 12, 2024

ITEM TYPE: Action Item

SUBJECT: Consider **Resolution No. 2024-30RDA** Consent to the Second Amendment to the First Amended and Restated Moderate Income Housing Program Administration Service Agreement with NeighborWorks Salt Lake.

SUBMITTED BY: Meggie Troili, RDA Project Manager

SUMMARY: The Redevelopment Agency of Midvale City (RDA) and NeighborWorks Salt Lake (Contractor) entered into a First Amended and Restated Services Agreement (Restated Services Agreement), dated September 19, 2023, whereby NeighborWorks Salt Lake (Contractor) agreed to administer the RDA's Home Repair Loan Program (HRLP).

The RDA has received Community Development Block Grant (CDBG) funding for the HRLP for fiscal year 2024-2025 and is subject to an agreement between Salt Lake County and Midvale City signed on November 4, 2024 (County Agreement). The county will roll over unspent CDBG grant funding from fiscal year 2023-2024 in the amount of \$96,876.00 to fiscal year 2024-2025 funding for the HRLP and will add \$100,000.00 in new money for fiscal year 2024-2025 for a total of \$196,876.00.

The RDA will roll over required matching funds from fiscal year 2023-2024 in the amount of \$150,000 and will add \$150,000.00 in new money for the HRLP in fiscal year 2024-2025 for a total of \$300,000.00 of restricted housing funds. The RDA and Contractor wish to amend their Restated Service Agreement to include the rollover funding and new funding for fiscal year 2024-2025 and for future years moving forward.

FISCAL IMPACT: \$0

STAFF RECOMMENDATION: RDA staff recommend suspending the rules and passing **Resolution No. 2024-30RDA** Consent to the Second Amendment to the First Amended and Restated Moderate Income Housing Program Administration Service Agreement with NeighborWorks Salt Lake.

Recommended Motion: "I move that we suspend the rules and pass **Resolution No. 2024-30RDA** Consent to the Second Amendment to the First Amended and Restated Moderate Income Housing Program Administration Service Agreement with NeighborWorks Salt Lake.

Attachments:

Resolution No. 2024-30RDA

Second Amendment to the First Amended and Restated Moderate Income Housing Program

Administration Service Agreement

**REDEVELOPMENT AGENCY OF MIDVALE CITY, UTAH
RESOLUTION NO. 2024-30RDA**

**A RESOLUTION PROVIDING CONSENT TO A SECOND AMENDMENT TO THE FIRST
AMENDED AND RESTATED MODERATE INCOME HOUSING PROGRAM
ADMINISTRATION SERVICE AGREEMENT.**

WHEREAS, on September 19, 2023, the Redevelopment Agency of Midvale City passed Resolution No. 2023-11RDA entering the First Amended and Restated Moderate Income Housing Program Administration Service Agreement with NeighborWorks Salt Lake to administer both the Down Payment Assistance (DPA) and Home Repair Loan (HRLP) programs; and

WHEREAS, on June 13, 2024 Midvale City was awarded \$100,000 in CDBG funding through Salt Lake County to support the Redevelopment Agency's Home Repair Loan Program for fiscal year 2024-2025; and

WHEREAS, is subject to an agreement between Salt Lake County and Midvale City signed on November 4, 2024 (County Agreement); and

WHEREAS, the county will roll over unspent CDBG grant funding from fiscal year 2023-2024 in the amount of \$96,876.00 to fiscal year 2024-2025 funding for the HRLP and will add \$100,000.00 in new money for fiscal year 2024-2025 for a total of \$196,876.00; and

WHEREAS, The RDA will roll over required matching funds from fiscal year 2023-2024 in the amount of \$150,000 and will add \$150,000.00 in new money for the HRLP in fiscal year 2024-2025 for a total of \$300,000.00 of restricted housing funds; and

WHEREAS, The RDA and Contractor wish to amend their Restated Service Agreement to include the rollover funding and new funding for fiscal year 2024-2025 and for future years moving forward; and

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Redevelopment Agency of Midvale City approves authorizing the Chief Executive Officer to sign the Second Amendment to the First Amended and Restated Moderate Income Housing Program Administration Service Agreement between the Redevelopment Agency of Midvale City and NeighborWorks Salt Lake which is attached to this Resolution as Exhibit A.

PASSED AND APPROVED this 12th day of November, 2024.

By: _____
Marcus Stevenson, Chief Administrative Officer

ATTEST:

Rori L. Andreason, MMC
Secretary

| Voting by the RDA Board | “Aye” | “Nay” |
|-------------------------|-------|-------|
| Dustin Gettel | _____ | _____ |
| Paul Glover | _____ | _____ |
| Bonnie Billings | _____ | _____ |
| Heidi Robinson | _____ | _____ |
| Bryant Brown | _____ | _____ |

When recorded, return to:

Midvale City
7505 S. Holden Street
Midvale City, UT 84047
Attn: Midvale City Recorder

**SECOND AMENDMENT TO THE FIRST AMENDED AND RESTATED MODERATE
INCOME HOUSING PROGRAM ADMINISTRATION SERVICE AGREEMENT**

Midvale City, Utah

This Second Amendment to the First Amended and Restated Service Agreement to Administer Revised Housing Programs (this “Amendment”) is entered into as of this 12th day of November, 2024 by and between the Redevelopment Agency of Midvale City (“RDA”), a public body, and Salt Lake Neighborhood Services DBA NeighborWorks Salt Lake (“Contractor”), a Corporation.

Background

The RDA and Contractor entered into a First Amended and Restated Services Agreement (“Restated Services Agreement”), dated September 19, 2023, attached as Exhibit A, whereby Contractor agreed to administer the RDA’s Home Repair Loan Program (“HRLP”).

The RDA has received Community Development Block Grant (“CDBG”) funding for the HRLP for fiscal year 2024-2025 and is subject to an agreement between Salt Lake County and Midvale City signed on November 12, 2024 (“County Agreement”), attached as Exhibit B.

The county will roll over unspent CDBG grant funding from fiscal year 2023-2024 in the amount of \$96,876.00 to fiscal year 2024-2025 funding for the HRLP and will add \$100,000.00 in new money for fiscal year 2024-2025 for a total of \$196,876.00.

The RDA will roll over required matching funds from fiscal year 2023-2024 in the amount of \$150,000 and will add \$150,000.00 in new money for the HRLP in fiscal year 2024-2025 for a total of \$300,000.00.

The Parties wish to amend their Restated Service Agreement to include the rollover funding and new funding for fiscal year 2024-2025 and for future years moving forward.

Therefore, in consideration of the mutual promises contained in this Amendment, the Parties agree as follows:

1. Amendment. This Amendment amends the Restated Service Agreement and remains in force for the duration of the Restated Service Agreement and any successor agreements.

2. HRLP Budget for Fiscal Year 2024-2025. The RDA will provide a total of \$300,000.00, and the County Agreement will provide a total of \$196,876.00 in CDBG funding for the 2024-2025 budget year.

Therefore, the total budget for the HRLP for fiscal year 2024-2025 will be \$496,876.00.

3. HRLP Budget for Future Fiscal Years. The budget for the HRLP for future fiscal years shall be determined by adding the CDBG funding provided through Salt Lake County each year and the match that the RDA determines it will provide in its annual budget each year.

--Signature Page to Follow--

IN WITNESS WHEREOF, this Second Amendment to the First Amended and Restated Moderate Income Housing Program Administration Services Agreement has been executed by the Redevelopment Agency of Midvale City and by a duly authorized representative of Salt Lake Neighborhood Services DBA NeighborWorks Salt Lake as of the above stated date.

THE REDEVELOPMENT AGENCY OF MIDVALE CITY

By: _____
Marcus M. Stevenson , Chief Administrative Officer

ATTEST:

Rori L. Andreason, MMC
Secretary

APPROVED AS TO FORM:

NeighborWorks Salt Lake

By: _____
Maria Garciaz, Chief Executive Director

EXHIBIT A

First Amended and Restated Moderate Income Housing Program Administration Services Agreement

[attachment follows]

First Amended and Restated Moderate Income Housing Program Administration Services Agreement

This first amended and restated Agreement to provide administrative services for the Moderate Income Housing Program of the Redevelopment Agency of Midvale City is executed on September 19, 2023, by the Redevelopment Agency of Midvale City (“RDA”), a public body, and Salt Lake Neighborhood Housing Services DBA NeighborWorks Salt Lake, a Corporation (“Contractor”).

Background

The RDA operates a Moderate Income Housing Program, which provides a Down Payment Assistance (DPA) Program and a Home Repair Loan/Grant Program (HRLP).

The RDA seeks to contract with an organization that has experience working with low to moderate income households seeking financial assistance to either purchase their first home or repair their home and that has experience with Community Development Block Grants (CBDG) funds.

On 4/27/2023, the RDA issued Request for Proposal # MID23-121 for qualified bidders to provide the RDA with administrative services for the DPA and HRLP programs.

Contractor represented to the RDA that it is qualified to provide the RDA with administrative services for the DPA and HRLP programs (“the Programs”) and submitted a proposal to provide such services.

In accordance with Midvale Municipal Code 3.02.130, the RDA determined that Contractor was the responsive responsible bidder.

On August 8, 2023, the RDA Board adopted Resolution No. 2023-10RDA and approved the Moderate Income Housing Program Administration Services Agreement with Salt Lake Neighborhood Housing Services.

After the execution of the agreement, the Parties needed to adjust several terms for Salt Lake Neighborhood Housing Services due to their costs.

The RDA and Salt Lake Neighborhood Housing Services desire to adopt an amended and restated agreement so that Salt Lake Neighborhood Housing Services may continue to administer the RDA’s Moderate Income Housing Program.

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

First Amended and Restated Moderate Income Housing Program Administration Services Agreement

This first amended and restated Agreement to provide administrative services for the Moderate Income Housing Program of the Redevelopment Agency of Midvale City is executed on September 19, 2023, by the Redevelopment Agency of Midvale City (“RDA”), a public body, and Salt Lake Neighborhood Housing Services DBA NeighborWorks Salt Lake, a Corporation (“Contractor”).

Background

The RDA operates a Moderate Income Housing Program, which provides a Down Payment Assistance (DPA) Program and a Home Repair Loan/Grant Program (HRLP).

The RDA seeks to contract with an organization that has experience working with low to moderate income households seeking financial assistance to either purchase their first home or repair their home and that has experience with Community Development Block Grants (CBDG) funds.

On 4/27/2023, the RDA issued Request for Proposal # MID23-121 for qualified bidders to provide the RDA with administrative services for the DPA and HRLP programs.

Contractor represented to the RDA that it is qualified to provide the RDA with administrative services for the DPA and HRLP programs (“the Programs”) and submitted a proposal to provide such services.

In accordance with Midvale Municipal Code 3.02.130, the RDA determined that Contractor was the responsive responsible bidder.

On August 8, 2023, the RDA Board adopted Resolution No. 2023-10RDA and approved the Moderate Income Housing Program Administration Services Agreement with Salt Lake Neighborhood Housing Services.

After the execution of the agreement, the Parties needed to adjust several terms for Salt Lake Neighborhood Housing Services due to their costs.

The RDA and Salt Lake Neighborhood Housing Services desire to adopt an amended and restated agreement so that Salt Lake Neighborhood Housing Services may continue to administer the RDA’s Moderate Income Housing Program.

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

Agreement

- 1. Scope of Services.** The Contractor agrees to provide the following services for the RDA's Moderate Income Housing Program in accordance with the following requirements ("Services"):

- A. Refine and Design RDA DPA Program and HRLP**

The RDA has drafted documents outlining and describing the scope and goals of the DPA Program and HRLP (attached as **Exhibits A and B**, respectively). The selected Contractor, using their experience and expertise, will develop loan programs that are effective, efficient, and in harmony with the RDA's stated goals in accordance with the bid documents submitted by Contractor (attached as **Exhibit C**). The final programs must be compliant with all federal and state requirements including, but not limited to, CDBG requirements. The final programs will include details regarding the execution of the tasks listed below under subsection 1.B. The program documents must have adequate detail that the RDA or another future vendor could take over the program at any time and continue to administer the programs.

The final programs and program documents must be completed and approved by the RDA Board no later than September 19, 2023.

- B. Administration of RDA's DPA Program and HRLP**

Once the DPA Program and HRLP are finalized and approved by the RDA, the selected Contractor will launch and administer both programs as described in the bid documents submitted by Contractor (Exhibit C). It is anticipated that the selected Contractor will be responsible for the following tasks and any other tasks identified in the program documents during the term of the Agreement:

- I. Reviewing loan applications.
- II. Approving or denying loan applications.
- III. Closing approved loans with applicants in a timely manner.
- IV. Coordinating property inspections.
- V. Reviewing contractor bids.
- VI. Overseeing deeds of trusts.
- VII. Providing outreach and promoting the programs, including translated materials and resources for Spanish speaking communities in Midvale.
- VIII. Work with Midvale City Communications Department to promote the programs.
- IX. Reporting at least quarterly to the RDA on program performance.
- X. Monitoring loans throughout their lifetime.
- XI. Enforcing loan violations.
- XII. Providing homeownership education and other support to Midvale residents.

- XIII. Assisting the RDA in compiling and submitting any compliance reports required by law or as a condition of funding.
- XIV. Filing any necessary reports with regulatory agencies.
- XV. Keeping and maintaining records related to applications, loans, and transactions such that they can be delivered to the RDA electronically when the programs or the contract has ended.
- XVI. Providing the RDA with audited financial statements pertaining to the Programs and with Contractor's annual financial reports.
- XVII. Taking any other steps reasonably necessary to operate the Programs and accomplish their stated goals.

The RDA anticipates providing \$250,000 in loans per year for the DPA Program and \$150,000 in loans/grants per year for the HRLP. After the programs launch, the RDA will be seeking federal funding and grants to continue to resupply or potentially increase the programs' funding. As of the execution date of this contract, the Salt Lake County has tentatively awarded the RDA an additional \$75,000 in CDBG funds for HRLP loans/grants.

Contractor must begin administering the DPA Program and the HRLP no later than October 2, 2023.

2. Term.

- A. Termination Date.** The Agreement will take effect on the date listed at the beginning of the Agreement. Unless otherwise terminated, the Agreement will terminate on September 19, 2025.
- B. Renewal.** This Agreement may be renewed at the option of the RDA for a period of up to 10 years. The RDA may only exercise its option to renew this Agreement if the Contractor has acquired cyber liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. This coverage must be maintained for at least five years after the termination of this Agreement and is subject to all of the requirements of Subsections 13(B)-(F) of this Agreement. The annual administration fee under Section 3 may be amended to adjust to the RDA's portion of the cyber liability insurance premiums for the 10-year renewal period. Such amendment must be made by the written consent of both Parties.

3. Compensation. The RDA agrees to pay the Contractor the following for performed Services:

| Item | Cost | Unit |
|--|-------------|----------|
| DPA and HRLP Program Administration and Refinement | \$12,500.00 | Annually |
| Loan Servicing Fee (60 Months) | \$810.00 | Per Loan |
| Loan Set up Fee | \$45.00 | Per Loan |
| Loan Tax Service Fee | \$77.00 | Per Loan |

| | | |
|----------------------|----------|-----------|
| Loan Processing Fee | \$763.00 | Per Loan |
| Grant Processing Fee | \$500.00 | Per Grant |

4. Payment.

A. **Invoices.** After finishing design of the DPA and HRLP programs and acceptance by the RDA, Contractor must submit an invoice for the contracted amount for that service. Thereafter, Contractor must submit an invoice for each loan/grant processed. Invoices must include an invoice number, the date the service was provided, the names of personnel providing the service, the type of service performed, and the total extended dollar amount.

B. **Payment.**

The RDA will issue payments to Contractor, for any undisputed charges, within 30 days after receipt of invoices. The Parties will resolve any disputed charges in accordance with Section 10 of this Agreement.

5. Non-appropriation of Funds or Changes in Law. Upon 30 days written notice delivered to the Contractor, this Agreement may be terminated in whole or in part at the sole discretion of the RDA, if the RDA reasonably determines that:

- A. a change in federal, state, or City law materially affects the ability of either Party to perform under this Agreement;
- B. a change in available funds affects the RDA’s ability to pay under this Agreement; or
- C. the RDA fails to fully fund the Services.

If the Agreement is terminated under this Section, the RDA will reimburse Contractor for the Services approved and properly performed until the effective date of said notice. The RDA is not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

6. Standard of Care. The Contractor represents and warrants that the Services provided by the Contractor under this Agreement are provided in a manner consistent with the level of care and skill ordinarily exercised by or under the direction of members of Contractor’s profession currently practicing in the Parties’ locality and under similar conditions. Contractor further represents and warrants that all Services performed pursuant to this Agreement shall be in accordance with all applicable laws, regulations, and requirements, including generally accepted accounting principles.

7. Indemnification.

- A. **Contractor.** Contractor agrees to indemnify, defend, and hold harmless the RDA and its officials, officers, board members, employees, volunteers, and agents from and against all damages, liabilities, and claims (including legal and attorneys' fees and costs) arising from Contractor's negligent performance under or breach of this Agreement. Contractor also agrees to indemnify, defend, and hold harmless the RDA and its officials, officers, board members, employees, volunteers, and agents from and against all damages, liabilities, and claims (including legal and attorneys' fees and costs) arising from Contractor's collection, storage, and protection of private information under this Agreement including, but not limited to, any data breaches and intentional or unintentional releases of private information.
- B. **The RDA.** The RDA agrees to indemnify, defend, and hold harmless the Contractor and its officers, employees, and agents from and against all damages, liabilities, and claims (including legal and attorneys' fees and costs) arising from the RDA's negligent performance under or breach of this Agreement.
- C. **Survival.** The provisions of this Section will survive the termination of this Agreement.

8. Default. In the event of a default under this Agreement, the non-defaulting Party may:

- A. Suspend the Contractor's performance under this Agreement until the default is corrected;
- B. Withhold payment until the default is corrected;
- C. Charge 1.5% interest monthly, compounded monthly, on any unpaid amount until the amount is paid in full; and
- D. Terminate this Agreement in accordance with Section 9.

The list of remedies under this Section is not exhaustive or exclusive. Either Party may pursue any other right or remedy available to it, either in law or equity, on account of the other Party's default. Either Party may use any combination of remedies available.

9. Termination.

- A. **Default.** This Agreement may be terminated for cause by the non-defaulting Party by providing written notice to the defaulting Party. The Party in default of this Agreement will be given ten days after written notification to cure the default. If the default has not been cured, the non-defaulting Party may terminate the Agreement immediately and may avail itself of the remedies in this Section.
- B. **Convenience.** This Agreement may be terminated for convenience by either Party by providing 30 days' written notice to the other Party.
- C. **Compensation.** Upon termination of this Agreement, all accounts and payments will be processed according to Sections 3 and 4 for approved and properly performed Services completed prior to the effective date of the written notice.

Contractor agrees that in the event of termination for cause or convenience, Contractor's sole remedy and monetary recovery from the RDA is limited to full payment for all services approved and properly performed and completed prior to the effective date of the written notice.

10. **Dispute Resolution.** Any dispute arising under or relating to this Agreement will be resolved in the following order:
- A. Good faith negotiations between the Parties;
 - B. Good faith mediation with a mutually agreed upon mediator and with each Party paying one half of the mediation costs; and
 - C. Litigation.

If a Party incurs any legal or attorneys' fees or costs in litigation to resolve a dispute arising under or relating to this Agreement, the prevailing Party may recover such fees and costs.

11. **Laws and Regulations.** At all times during this Agreement, the Contractor and all Services performed under this Agreement must comply with all applicable federal, state, and City constitutions, laws, rules, codes, orders, and regulations, including, but not limited to, applicable licensure and certification requirements. Failure to comply with this section is a material breach of this Agreement.

- A. **Discrimination.** This includes not discriminating against any individual in an employment decision because of the individual's race, color, sex, age, religion, national origin, disability, pregnancy, familial status, veteran status, genetic information, sexual orientation, or gender identity.
- B. **Lending.** This also includes all regulations related to the handling of CDBG funds as well as other regulations applicable to the Programs, such as the Truth In Lending Act and the Real Estate Settlement Procedures Act.
- C. **Protection and Confidentiality of Private Information.** Contractor is required to take all commercially reasonable steps to protect information collected under the Programs. Contractor shall comply with all state and federal laws, rules, and regulations governing the confidentiality of private information, including private financial information, collected during the administration of the Programs.

The provisions of this Section survive termination of this Agreement.

12. **Relationship of Parties.** The Contractor is an independent contractor of the RDA. No other legal relationship has been formed by this Agreement, and in no manner is the Contractor an employee or agent of the RDA. The Contractor is not entitled to any of the benefits associated with such employment. The Contractor is responsible for all applicable federal, state, and local taxes and all FICA contributions. The Parties have no authorization, express or implied, to bind the other Party. The Parties agree not to perform any such acts as an agent for the other Party.

13. **Insurance.** Contractor must 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.

A. **Coverage Amounts.**

I. **Commercial General Liability Insurance.** The Contractor 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 Contractor must have Automobile Liability Insurance in the amount of at least \$1,000,000 per occurrence and \$3,000,000 aggregate.

III. **Professional Liability/Errors and Omissions.** The contractor must have a Professional Liability/Errors and Omissions Insurance policy in the amount of at least \$1,000,000 per occurrence and \$3,000,000 aggregate.

IV. **Commercial Crime Insurance:** The Contractor must have Commercial Crime Insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.

V. **Workers Compensation.** The Contractor must have Workers Compensation Insurance (Part A) that meets Utah's statutory requirements. The Contractor must have Employers Liability Insurance (Part B) in the amount of at least \$1,000,000 for each accident, disease, and employee. No owner or officer may be excluded from coverage.

B. **Certificate of Insurance.** The Contractor must provide a Certificate of Insurance that meets the requirements of this Section to the RDA five days after a request by the RDA. If no request has been made by the RDA, the Contractor must provide a Certificate of Insurance that meets the requirements of this Section to the RDA no later than 30 days after the execution of this Agreement. Failure to provide proof of insurance will be deemed a material breach of this Agreement.

C. **Cancellation/Expiration.** The Contractor may not cancel or allow an insurance policy to expire unless written notice has been given 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 Contractor must add the RDA as an additional insured to all of its insurance policies under this Agreement except for its 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 Contractor's failure to maintain this insurance in accordance with this Section for the term of this Agreement is a material breach of this Agreement, for which the RDA may immediately terminate this Agreement.
14. **Status Verification.** Under the Utah Immigration Accountability and Enforcement Act, Utah Code Ann. §§ 63G-12-101 to 402, as amended, any entity physically performing services within Utah for a public employer is required to participate in Utah's Status Verification System. The Contractor will provide the RDA a certification of its compliance with this requirement prior to performing any of the Services under this Agreement.
15. **Government Records Access and Management Act.** The RDA is a governmental entity that is subject to Utah's Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 to -901, as amended. Any documents produced or collected under this Agreement may be subject to public access. If the Contractor believes that a document should be protected under Utah Code Ann. §§ 63G-2-305(1) or (2), the Contractor must clearly mark such documents as "Proprietary" or "Confidential" and provide a written claim of business confidentiality to the RDA that complies with Utah Code Ann. § 63G-2-309(1). The Contractor agrees to cooperate with and to supply any requested records to the RDA with any public records request. This obligation will survive any suspension or termination of this Agreement.
16. **Time.** For all Services, time is of the essence. The Contractor is liable for all reasonable damages to the RDA as a result of Contractor's failure to timely perform the Services required under this Agreement.
17. **Force Majeure.** Neither Party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, pandemics, or war which is beyond that Party's reasonable control. Either Party may terminate this Agreement by written notice to the other Party after determining such delay will prevent successful performance of this Agreement.
18. **Conflicts of Interest.**
- A. **Officer or Employee.** The Contractor represents that none of its officers or employees are elected officials, officers, board members, employees, volunteers, or agents of the RDA, Midvale City, or their respective affiliates, unless it has made such disclosure to the RDA prior to execution of this Agreement. The

Contractor represents and warrants that none of its officers, employees, or immediate family members of its officers or employees is or has been an elected official, officer, employee, volunteer, or agent of the RDA, Midvale City, or their respective affiliates who influences the RDA's procurement process. This includes, but is not limited to, anyone involved in the RDA's drafting of procurement and project documents or the RDA's selection of a bidder.

B. **Gift.** The Contractor represents and warrants that it has not provided any compensation or gift in any form, whether directly or indirectly, to an elected official, officer, board member, employee, volunteer, or agent of the RDA, Midvale City, or their respective affiliates who influences the RDA's procurement process. This includes, but is not limited to, anyone involved in the RDA's drafting of procurement and project documents or the RDA's selection of a bidder.

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

The RDA
Midvale City Redevelopment Agency
Attn: RDA Director
7505 S. Holden Street
Midvale, UT 84047

This a copy to:
Midvale City
Attn: Contract Analyst
7505 S. Holden Street
Midvale, UT 84047

Contractor
Salt Lake Neighborhood Housing Services
DBA NeighborWorks Salt Lake
Attn: Maria Garciaz
4843 South Poplar Street
Murray, UT 84107
801-539-1590
grants@nwsaltlake.org

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

20. **Assignment and Delegation.** A Party may not assign or delegate any part of this Agreement without the other Party's prior written consent. Unless otherwise noted in the Agreement, a Party may not unreasonably withhold its consent.

21. **Subcontractors.** Performance of Services under this Agreement may not be subcontracted to another entity without the RDA's prior written consent. The RDA may withhold its consent at its sole discretion. If a subcontractor is permitted to perform Services under this Agreement, the Contractor is responsible for the subcontractor's performance of the Services. The subcontractor is subject to all of the terms of this Agreement that apply to the Contractor except for invoices and payments. The RDA will only accept invoices from the Contractor and will only make payments to the Contractor for Services.

22. **Not Exclusive.** The Contractor understands that this Agreement is not exclusive. The RDA may perform or contract with other individuals or entities to provide the same or similar services. This Agreement does not guarantee any amount of work.
23. **Performance Evaluation.** The RDA may conduct a performance evaluation of Contractor's Services. Results of any evaluation may be made available to the Contractor upon Contractor's request.
24. **Publicity.** The Contractor must submit all advertising and publicity matters relating to this Agreement to the RDA for written approval. It is the RDA's sole discretion whether to provide approval.
25. **Document Retention.** The Contractor must retain all working papers, reports, and all necessary records to properly account for Contractor's performance and the payments made by the RDA to Contractor under this Agreement. These records must be retained by Contractor for at least five years. The RDA may extend the retention period by written notice. Contractor agrees to make all documents related to this Agreement available to the RDA or third parties upon the RDA's request. Upon termination of this Agreement, Contractor shall deliver all such records to the RDA in commonly accessible electronic format.
26. **Ownership of Intellectual Property.** The RDA and the Contractor each recognize that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the Parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by the Contractor prior to the execution of this Agreement, but specifically created or manufactured under this Agreement are considered work made for hire, and the Contractor must transfer any ownership claim to the RDA.
27. **Amendments/Modifications.** This Agreement may only be modified by the mutual written agreement of the Parties. Any such amendment will be attached to this Agreement.
28. **Waiver.** Failure by either Party to insist upon the strict performance of any condition of this Agreement or to exercise any right or remedy found under the Agreement does not constitute a waiver. Either Party may waive any of its rights or any conditions by written notice to the other Party. No waiver may affect or alter the remainder of this Agreement. Every other condition in the Agreement will remain in full force with respect to any existing or subsequently occurring default.
29. **Severability.** In the event that any provision of the Agreement is held to be void, the voided provision will be considered severable from the remainder of the Agreement and will not affect any other provision in the Agreement. If the provision is invalid due to its

scope or breadth, the provision will be considered valid to the extent of the scope or breadth permitted by law.

30. **Governing Law and Venue.** This Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement must be brought in a court of competent jurisdiction in Salt Lake County, Utah.
31. **Survival.** Termination of this Agreement does not extinguish or prejudice the RDA's right to enforce this Agreement with respect to any default or defect in the Services that has not been cured or for any term that explicitly survives the termination of this Agreement.
32. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.
33. **No Third-Party Rights or Beneficiaries.** This Agreement does not create any third-party beneficiary rights. RDA and Contractor and their respective successors and permitted assigns are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.
34. **No Boycott.** Pursuant to Utah Code § 63G-27-201, Contractor certifies that Contractor is not currently engaged in a boycott of the State of Israel or a boycotted company, and Contractor agrees not to engage in a boycott of the State of Israel or a boycotted company for the duration of the contract.
35. **Previous Agreement.** This amended and restated Agreement supersedes and replaces the previous agreement between the Parties regarding the administration of the RDA's Moderate Income Housing Program adopted by the RDA Board by Resolution No. 2023-10RDA on August 8, 2023. This amendment is in compliance with Section 27 of the previous agreement. This amended and restated Agreement, as expressed in Section 32, represents the entire agreement between the Parties.

Signature Page to Follow

The Redevelopment Agency of Midvale City and Contractor have read and understand the terms of this Moderate Income Housing Program Administration Services Agreement. Both Parties have demonstrated their willingness to enter into the Agreement as of the date above by having their Authorized representatives sign below.

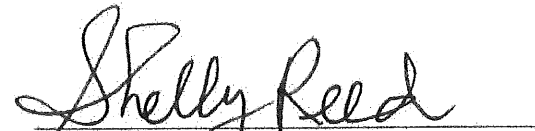


THE REDEVELOPMENT AGENCY OF
MIDVALE CITY



Marcus Stevenson, Chief Administrative Officer

ATTEST:



Rori L. Anderson, Secretary
Deputy Recorder

CONTRACTOR



Maria Garcjaz, Chief Executive Officer



SERVICE AGREEMENT EXHIBIT A

THE REDEVELOPMENT AGENCY OF MIDVALE CITY DOWN PAYMENT ASSISTANCE (DPA) PROGRAM

Purpose:

The Redevelopment Agency of Midvale City Down Payment Assistance Program provides loans/grants for low- to moderate-income first-time home buyers in Midvale City. The program seeks to provide equitable access to home buying, provide education to Midvale residents on home ownership, and increase home ownership in Midvale City.

1. Midvale City General Plan and Housing Plan Goals & Strategies:

Midvale City and the Redevelopment Agency of Midvale City adopted a shared Housing Plan in 2019. The following are goals and strategies adopted by the City and the RDA as part of the Housing Plan and the City's General Plan.

- 2. Focus Programs on Households Making 80% Ami or Less:** The City and the RDA shall focus incentive programs on Midvale City households making 80% or less of AMI. These households are the most likely to be housing cost-burdened, and often lack the ability to find the housing that meets their needs. Supporting household stability through affordability can contribute to greater social mobility and improved quality of life for the affected residents, as well as making them more financially resilient when faced with short-term financial issues, such as the loss of a job.
- 3. Down Payment Assistance Program for New Homeowners:** The City and the RDA shall work with regional housing partners to establish a down payment assistance program for new homeowners that make 60-80% of AMI. This program will allow potential homeowners the opportunity to receive funding from the City or the RDA for a down payment and/or closing costs associated with the purchase of a home in Midvale. A down-payment assistance program will help to incentivize home ownership in Midvale.
- 4. Provide Homeownership Education with Housing Partners:** Throughout the public consultation process, one of the frequent issues brought up was the lack of education on available housing resources throughout the City. The education program would focus on providing easy to understand and accessible education on available housing resources in the City. This program will be in cooperation with housing service partners in the City and Salt Lake County.

Program Scope:

Each year, the DPA Program will:

- A. Aid up to eight low-to-moderate income individuals/families at 80% AMI and below.
- B. Loan up to \$25,000 per loan (\$30,000 for Midvale residents or employees of a public entity operating within Midvale. To Qualify, the resident or employee must have lived in Midvale or worked for a public entity within Midvale for at least one year.)
- C. Pay administrator fees to Contracting Organization.
- D. Provide homeowner education to potential home buyers.

Loan Terms:

A loan under the DPA Program is subject to the following terms:

- A. 5-year forgivable loan.
- B. 20% loan reduction each year.
- C. May be used for down payment, closing costs, single-pay mortgage insurance, or mortgage interest rate buydown.
- D. Borrowers must complete certified HUD home buyers' education courses. The RDA will support the cost of these classes.
- E. Borrower must participate in a post home purchase consultation/debrief with Contracting Organization.
- F. The borrower must be under contract to purchase a home.
- G. Max purchase price of contracted home is based on the HUD maximum.
A deed restriction will be applied to the property during the lifetime of the loan.

Eligibility:

In order to be eligible for a DPA loan, a borrower:

- A. Must purchase home in Midvale City.
- B. Must be a first-time home buyer.
- C. Must occupy home within 30 days of closing and occupy home during the 5-year term of DPA loan.
- D. Cannot have more than \$20,000 in any account before or after funding.

Required Documents:

The following documents are required before issuance of a DPA loan.

- A. Completed application from Contracting Organization
- B. Verification of loan pre-approval
- C. Income analysis from lending institution
- D. Loan estimate/Loan Fee Worksheet
- E. Valid government issued ID
- F. Proof of income (last 60 days)
- G. Checking and saving account statements (last 60 days)
- H. Federal tax returns (2 years)
- I. Divorce decree (if applicable)
- J. Bankruptcy (if applicable)

Repayment of Grant:

Repayment of some or all the DPA loan will apply if:

- A. The property is sold before 5 years elapses from the Closing date.
- B. The property is not owner-occupied within 30 days of closing.
- C. The property is rented, and the borrower does not occupy the home at any time during the 5-year term.

Down Payment Assistance Process:

1. Intake (Day 1)

- a. Client submits initial application through Program Vendor's website.
 - b. Program Vendor sends Client a welcome email and requests additional information within 48 hours of received application.
2. Application Process (Day 2-30)
 - a. Program Vendor reviews Client's application, income, and first mortgage documents to determine if Client qualifies for Program.
 - b. Program Vendor works directly with the Client's loan officer to get the purchase documents.
 - c. Client completes homebuyer education class.
3. Finalize Grant/Closing (Day 14-60)
 - a. Loan processor sends all documents over to the lending manager for review and final approval.
 - b. Loan processor schedules closing with title company and Client and puts closing package together.
 - c. Client completes closing at the title company office.
4. Post Purchase (Day 30-90)
 - a. Real estate development manager will meet with Client and do a walkthrough of their home.
 - b. Client will meet with Program Vendor's financial counselors and go over a budget with Client's new housing payment.

Loan Policy

The Salt Lake Neighborhood Housing Services, Inc. Homeownership Services Policy is attached and incorporated as part of this Down Payment Assistance Program.

Salt Lake Neighborhood Housing Services, Inc.
Homeownership Services Policy

I. Mission Statement

Salt Lake Neighborhood Housing Services, Inc. (“NWSL”), DBA as NeighborWorks Salt Lake builds on the strengths of neighborhoods, creating opportunities through housing, resident leadership, and youth and economic development. We work in partnership with residents, government, funding sources, and businesses to build and sustain neighborhoods of choice.

II. Policy Purpose & Statement

This NWSL Homeownership Services Policy (“Policy”) is established for the following reasons:

1. Provide transparent operating and governance guidelines for staff, borrowers, and funding sources.
2. Describe program intent and purpose; and
3. Establish decision-making processes.

It is the policy of NWSL to adhere to all applicable state and federal rules and regulations. This Policy will be reviewed and approved annually by the NWSL Board of Directors (“Board”).

III. Loan Program Objective

NWSL loan funds stimulate reinvestment within the NWSL service area by providing a way to finance repairs and improvements for residential properties and by facilitating the purchase of homes by new homeowners.

The loan fund is not meant to replace conventional lending activity, but rather is meant to:

1. Promote conventional lending in NWSL neighborhoods.
2. Provide loan products to individuals who are not qualified for conventional lending, but who demonstrate ability to repay the loan; and
3. To assist and educate customers in qualifying for a NWSL loan, grant, or a conventional loan.

The development of all lending products and review of loan requests are made in consideration of neighborhood impact and demand.

IV. Governance

1. The NWSL Loan Committee (“Committee”) supports and serves the needs of NWSL service-area residents by making qualified credit decisions for the benefit of borrowers who do not qualify for conventional lending.
2. The Committee members are approved by the Board and the Committee Chair will be appointed by the Board. The Committee will be comprised of at least nine members. At least five Committee members must be present and voting at a Committee meeting to have a

quorum. Committee members may attend and vote at a meeting in person, via phone, or via email. Terms served are stated in the NWSL bylaws.

3. Committee responsibilities include providing: Homeownership Program governance, review and recommendations of mortgage loan underwriting, decisions on loan applications, and mortgage loan portfolio oversight.

V. Regulations and Compliance

NWSL complies with legal requirements that are applicable to nonprofit organizations and home lenders, some of which are listed below.

1. **NeighborWorks America (“NWA”) Standards** – NWSL lending staff meet NWA standards required by the National Industry Standards for Homeownership Education and Counseling.
2. **Consumer Credit Protection Act** – Designed to protect consumer borrowers by mandating complete disclosure of the terms and conditions, including charges, in credit transactions. Many of the regulations noted below are subsets of this Act.
3. **Fair Housing Act** – Prohibits discriminatory acts against people attempting to rent, finance, or purchase a home.
4. **Equal Credit Opportunity Act (Reg B)** – Prevents discrimination in any aspect of credit on the basis of sex, marital status, race, color, religion, national origin, age, receipt of public assistance income, or the good-faith exercise of rights under the Consumer Credit Protection Act.
5. **Home Mortgage Disclosure Act (Reg C)** – HMDA provides the public loan data used to assist in determining whether financial institutions are serving the housing needs of their communities, public officials in distributing public-sector investments so as to attract private investment to areas where it is needed, and in identifying possible discriminatory lending patterns.
6. **Flood Disaster Protection Act** – Requires lenders to require flood insurance when they finance real property that has structures affixed. Subsidized national flood insurance program provides a means for property owners to financially protect themselves from flood hazards, including in areas that have high risk of flooding. Affected activities include acquisition of real property using resources provided from a federal source such as Home or Community Development Block Grant (“CDBG”) funds.
7. **Real Estate Settlement and Procedures Act (Reg X)** – Provides consumer protection by regulating the disclosure of all costs and business arrangements in real estate transactions. Prohibits kickbacks and unearned fees.
8. **TILA-RESPA Integrated Disclosure (TRID)** – TRID integrates the Real Estate Settlement Procedures Act (RESPA) and Truth in Lending Act (TILA) disclosure requirements. It is intended to ensure that credit terms are disclosed in a meaningful way, so that consumers can compare credit terms more readily and knowledgeably.
9. **Unfair or Deceptive or Abusive Acts or Practices (UDAAP)** – Designed to protect consumers and, where applicable, cosigners from unfair or deceptive and abusive acts or practices in connection with the extension of consumer credit.
10. **Service Members Civil Relief Act (SCRA)** – Provides certain protections to individuals who are activated to full-time military duty with respect to loans they obtained before activation. This includes reservists and members of the National Guard called to active duty.

- 11. Fair Credit Reporting Act (FCRA)** – Designed to regulate the consumer reporting industry’s procedures for providing information to ensure the accuracy of consumers’ information and protect their privacy while balancing the need for credit information in the commercial world. Provides that consumers can identify and correct inaccuracies in their credit histories.
- 12. Right to Financial Privacy Act** – Establishes limits on federal agency access to consumer financial information and determines the procedures they must follow in order to obtain access. The Act does not apply to state or local government authorities.
- 13. Fair Debt Collection Practices Act** – Regulates and controls debt-collection activities by debt collectors, but not by lenders with respect to their own debt.
- 14. SAFE Act** – The Secure and Fair Enforcement for Mortgage Licensing Act requires licensure or registration of residential mortgage loan originators. Salt Lake Neighborhood Housing Services, Inc. was exempted from SAFE Act requirements in 2012 by the Utah State Division of Real Estate.
- 15. Bank Secrecy Act** – Requires monitoring and reporting of suspicious activity, including activity related to money laundering or other crimes.
- 16. Data Protection Laws** – Require that nonpublic personal information about consumers be kept secure in order to avoid the unauthorized disclosure or use of that information.

VI. Lending Loan

Products:

- A. First Mortgages
- B. Second Mortgages
- C. Home Improvement Loans/Grants
- D. Down Payment Assistance Loans/Grants
- E. Manufactured Home Improvement Loans/Grants
- F. CDBG Home Improvement Loans/Grants
- G. SLC Emergency In-house Borrower Grants
- H. Deferred Loans for Seniors Aged 65 and Older
- I. Other products recommended by the Committee and approved by the Board

1. Funding Sources

Various funding sources provide financial capacities for loan products as described in the Homeownership Lending Procedures Manual (“Procedures”). Government sector sources include CDBG, Home and Tax Increment Financing, Community Development Financial Institutions, and NWA. Private-sector funding traditionally includes local and national banks and industrial banks.

2. Underwriting Guidelines

- A. **Borrower**
 - i. Borrowers must meet various funding sources’ underwriting requirements that are referenced under the specific funding source tab in the Procedures.
 - ii. Borrowers must meet underwriting criteria established in the Procedures.

Salt Lake Neighborhood Housing Services, Inc.
Homeownership Services Policy

B. Collateral

Residential property financed must be located in NWSL targeted neighborhoods.

C. Loan Structure

Loans will be structured as established in the Procedures as outlined by the applicable funding source.

3. Monitoring and Servicing

- i. Loan program servicing activities are conducted internally as established in the Procedures.
- ii. Outsourcing of loan servicing and monitoring or sale of portfolios must be reviewed and approved by the Committee and Board.

4. Education / Counseling

A. Education

NWSL complies with the National Industry Standards for Homeownership Education and Counseling. Counselors and loan officers are required to complete industry-standard certification within 12 months of hire and/or meet continuing-education requirements.

B. Counseling

NWSL loan staff will maintain certification to meet NWA Full-Cycle Lending requirements and provide the following counseling services:

- a) Pre-Purchase
- b) Post-Purchase
- c) Post-Education
- d) Financial Literacy

SERVICE AGREEMENT EXHIBIT B

THE REDEVELOPMENT AGENCY OF MIDVALE CITY HOME REPAIR LOAN/GRANT PROGRAM

General Overview:

The Redevelopment Agency of Midvale City established the Home Repair Loan/Grant Program (HRLP) to provide additional income assistance for low- to moderate-income homeowners. HRLP is designed to provide funding for low- and moderate-income families for improvements to address emergency repairs, eliminate blight, conserve energy, and preserve the housing community within the city limits of Midvale City. Funds are available on a first-come, first-served basis.

Midvale City General Plan and Housing Plan Goals & Strategies:

Midvale City and the Redevelopment Agency of Midvale City adopted a shared Housing Plan in 2019. The following are goals and strategies adopted by the City and the RDA as part of the Housing Plan and the City's General Plan.

Focus Programs on Households Making 80% AMI or Less: The City and the RDA shall focus incentive programs on households making 80% or less of AMI, which a significant portion of the City's households would qualify for income targeted programs. These households are the most likely to be housing cost-burdened and often lack the ability to find the housing that meets their needs. Supporting household stability through affordability can contribute to greater social mobility and improved quality of life for the affected residents, as well as making them more financially resilient when faced with short-term financial issues, such as the loss of a job.

Provide a Financial Incentive to Improve Homes: The City and the RDA shall establish a program to provide a financial incentive to improve the facades, structures, and systems of single-family homes throughout Midvale. A home repair incentive program could provide either a tax reimbursement through an annual program allocation or a zero-interest loan/grant to encourage homeowners and landlords to invest in their properties. This program would address issues of housing quality and neighborhood blight.

Owner/Home Eligibility:

To be eligible to participate in the HRLP, an applicant must meet the following requirements:

- 80% AMI or below (households, or applicant and co-applicant).
- Property must be located within Midvale City limits.
- Property must be a single-family home, town home, condominium, or manufactured home that is permanently affixed to land.
- The applicant must have owned the home for at least one year prior to requesting assistance.
- Each applicant is eligible once in a lifetime to receive HRLP assistance, regardless of change of addresses or /grant status.
- Applicant must be current on mortgage payments and taxes.
- There can be no liens on the property. Except a mortgage lien.

- The property must be the applicants' primary residence.
- All applicants must meet income guidelines.

Terms of Assistance:

A loan/grant under the HRLP is subject to the following terms:

- Term: 5-year forgivable loan.
- 20% loan/grant reduction each year
- Rate: Below market (0% - 3%) 0%
- .Must be (applicant) owner -occupied.
- A deed restriction will be applied to the property during the lifetime of the loan/grant.

Loan Limits:

Loan/grants can be any amount up to \$15,000 at an interest rate of 0%. Loan/grant amounts cannot exceed 20% of the appraised value of the home or \$15,000, whichever is lower.

Repayment of Grant:

Repayment of some or all the DPA loan will apply if the property is sold before 5 years elapses from the Closing date of the loan/grant.

Eligible Repairs:

The following repairs are eligible for HRLP Loan/grants:

- Health or safety hazards
- Accessibility modifications
- Code compliance
- Energy improvements
- Renovation improvements that do not become a permanent part of the real property are not eligible.

Home Improvement Grant Process:

1. Intake (Day 1)
 - a. Client submits initial application through Program Vendor's website.
 - b. Program Vendor sends Client a welcome email and requests additional information within 48 hours of received application,
2. Application (Day 2-7)
 - a. Program Vendor reviews Client's application, income, and ownership documents to determine whether Client qualifies for Program.
 - b. After Client's application is reviewed, the Program Vendor's real estate development manager schedules site visit with Client.
3. Site Visit (Day 3-14)
 - a. Real estate development manger goes out to Client's property and assesses the scope of work for the Project.
 - b. Real estate development manager provides the lending team with Project details and an estimate of the total costs.

4. Submit Bids (Day 3 until bids are complete)
 - a. Client sends loan/grant processor three bids for their project and identifies the contractor Client has selected.
 - b. Program Vendor requests contractor's license, insurance, and W9 information from Client's chosen contractor.

5. Finalize Grant/Closing (Day 14-30)
 - a. Loan/grant processor sends all documents over to the lending manager for review and final approval.
 - b. Loan/grant processor schedules closing with title company and Client and puts closing package together.
 - c. Client completes closing at the title company office.

6. Construction Work/Final Inspection (Day 30-90)
 - a. Contractor completes project.
 - b. NeighborWorks pays contractor for work.
 - c. Real estate development manager performs a final site inspection and makes sure the project has been completed.

Loan Policy

The Salt Lake Neighborhood Housing Services, Inc. Homeownership Services Policy is attached and incorporated as part of this Midvale Home Replace Loan Program.

Salt Lake Neighborhood Housing Services, Inc.
Homeownership Services Policy

I. Mission Statement

Salt Lake Neighborhood Housing Services, Inc. (“NWSL”), DBA as NeighborWorks Salt Lake builds on the strengths of neighborhoods, creating opportunities through housing, resident leadership, and youth and economic development. We work in partnership with residents, government, funding sources, and businesses to build and sustain neighborhoods of choice.

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The development of all lending products and review of loan requests are made in consideration of neighborhood impact and demand.

IV. Governance

1. The NWSL Loan Committee (“Committee”) supports and serves the needs of NWSL service-area residents by making qualified credit decisions for the benefit of borrowers who do not qualify for conventional lending.
2. The Committee members are approved by the Board and the Committee Chair will be appointed by the Board. The Committee will be comprised of at least nine members. At least five Committee members must be present and voting at a Committee meeting to have a

quorum. Committee members may attend and vote at a meeting in person, via phone, or via email. Terms served are stated in the NWSL bylaws.

3. Committee responsibilities include providing: Homeownership Program governance, review and recommendations of mortgage loan underwriting, decisions on loan applications, and mortgage loan portfolio oversight.

V. Regulations and Compliance

NWSL complies with legal requirements that are applicable to nonprofit organizations and home lenders, some of which are listed below.

1. **NeighborWorks America (“NWA”) Standards** – NWSL lending staff meet NWA standards required by the National Industry Standards for Homeownership Education and Counseling.
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- E. Manufactured Home Improvement Loans/Grants
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- G. SLC Emergency In-house Borrower Grants
- H. Deferred Loans for Seniors Aged 65 and Older
- I. Other products recommended by the Committee and approved by the Board

1. Funding Sources

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 - ii. Borrowers must meet underwriting criteria established in the Procedures.

Salt Lake Neighborhood Housing Services, Inc.
Homeownership Services Policy

B. Collateral

Residential property financed must be located in NWSL targeted neighborhoods.

C. Loan Structure

Loans will be structured as established in the Procedures as outlined by the applicable funding source.

3. Monitoring and Servicing

- i. Loan program servicing activities are conducted internally as established in the Procedures.
- ii. Outsourcing of loan servicing and monitoring or sale of portfolios must be reviewed and approved by the Committee and Board.

4. Education / Counseling

A. Education

NWSL complies with the National Industry Standards for Homeownership Education and Counseling. Counselors and loan officers are required to complete industry-standard certification within 12 months of hire and/or meet continuing-education requirements.

B. Counseling

NWSL loan staff will maintain certification to meet NWA Full-Cycle Lending requirements and provide the following counseling services:

- a) Pre-Purchase
- b) Post-Purchase
- c) Post-Education
- d) Financial Literacy

SERVICE AGREEMENT EXHIBIT C
NeighborWorks Salt Lake Proposal

Salt Lake Neighborhood Housing Services, Inc. DBA NeighborWorks

COVER LETTER

Organization Name: Salt Lake Neighborhood Housing Services, Inc. DBA NeighborWorks Salt Lake (NWSL)

Contact Information: Maria Garcia, CEO
622 West 500 North (Main Office), SLC 84116
4843 S Poplar Street (Murray Office) 84107

Mission: Vision: Strengthening communities through Neighborhood Empowerment and Collaboration: **Mission:** We work in Partnership with residents, government, and businesses to create neighborhoods of Choice by providing opportunity for housing, resident and youth leadership, financial education, and economic development.

Communities Served: NeighborWorks Salt Lake serves Salt Lake County to the point of the mountain South and to Ogden to the North.

Years of Operation: Established in 1977

Location of Loan Education and Closings: Loan education and Closing for Midvale specific would be at our Murray Branch office located at 4843 Poplar Street. Some educational counseling is done virtually contingent on the customer. Closings are required in-person.

History:

NeighborWorks Salt Lake was established in 1977 to revitalize neighborhoods experiencing blight and decline. We do this in partnership with public and private partnerships and local municipality funding is an important factor in this partnership.

In 1977, we offered weatherization services and home improvement loans in SLC East Liberty Park neighborhood. In 1982, we expanded to Salt Lake's westside community and offered weatherization, home improvement loans and developed new construction as affordable housing. In 2010, we expanded to Murray City to provide home improvement loans, build affordable housing and down payment grants.

As a 45-year-old community development organization, we are experienced in single and multifamily development. We partnered with housing authorities for senior housing and for-profit partners for mixed-income multifamily to build 166 units with 60% affordable and 40% market and 15,000 square feet of commercial. We have a successful track record of providing down payment grants and home improvement loans & grant services to Murray, West Valley, and Sandy.

In 2015, NeighborWorks was awarded \$3.6 million from Wells Fargo and in a 9-month period, we deployed \$15,000 grants to 225 families which resulted in leveraged investment of \$45,000,000 in mortgages in Salt Lake City.

SCOPE of WORK per EXHIBIT C

1. **Location of applying organization:** 4843 S Poplar Street, Murray City, Utah 84107

2. **Experience/History of Success:**

NWSL was established in 1977 as a 501c3 non-profit community development organization in partnership with Salt Lake City Corporation and local lending institutions to provide revitalization services to neighborhoods experiencing blight and decline. The organization was tasked with creating a revolving loan fund for home improvement loans utilizing CDBG funds. Since that time NWSL has been awarded CDBG/HOME and TIF funds for home improvement loans, first and second mortgages and down payments grants/loans. NWSL has managed a residential portfolio of up to 200 loans valued at over \$5,000,000. As a Certified Development Financial Institution designated by the Department of Treasury in 1999, NWSL serves as a commercial lender for local and national non-profit community development organizations and provides loans for up to \$2,000,000. NWSL established the Affordable Housing Mission Investment Fund (AHMI) in 2010 and has since that time deployed nearly \$50,000,000 throughout the United States. The AHMI Fund is funded by local institutions. The residential lending is funded primarily by CDBG and HOME funds awarded by Salt Lake City, West Valley, Murray, and Sandy municipalities. NWSL expanded to Murray City in 2010 to provide revitalization services and acquired over a dozen blighted properties that were sold to low-moderate income families in the past five years. In FY 22, we provided 21 DPA grants ranging from \$20,000 to \$35,000 for an aggregate amount of \$649,000 that leveraged \$7,109,037 of mortgage investment in Murray City.

We comply and meet all expected requirements per HUD reporting and compliance requirements. In our many decades of lending and HUD/City audits findings have been immaterial. Independent and external audits have reported no non-compliance findings in any of our programs.

NWSL has a successful track record on residential and commercial lending. Our delinquency for the residential fund is less than 3% and 0% for the commercial fund.

The majority of customers served by NWSL are 80% and below as required by funding sources. However, as an organization that focuses on neighborhood revitalization and serves families 80% to 120%, we utilize private funding to minimize excluding middle income families.

NWSL is a HUD certified non-profit organization and requires 8-hour homebuyer education for first-time homebuyers from a HUD certified counselor. NWSL as a member of NeighborWorks America national network, we access on-line homebuyer education via e-home America and other sources for certification and access the following resources:

https://www.rd.usda.gov/sites/default/files/MN_HomeBuyerEducationProviders.pdf. Education for customers with home improvement loans is required to participate in one-hour education with loan officer to understand the loan process, costs and working with the contractors completing the improvements on their home. NWSL oversees the contractors and works closely with the homeowner to complete the process. Homeowner must approve completed work before the contractor is paid throughout the various stages of improvements.

NWSL lending staff are licensed and certified annually via the Nationwide Mortgage Licensing system. They must complete 10 hours continuing education annually to meet renewal requirements.

<https://mortgage.nationwidelicencingsystem.org/Pages/default.aspx>

As part of NWSL mission of neighborhood revitalization, we are intentional about reaching out to underserved populations and working with non-English speaking residents for nearly three-decades. Several staff at NWSL are bilingual in Spanish and we have access to volunteers who serve as translators for Tongan, Samoan, Vietnamese, and other languages.

Customers access NWSL grants and loans via appointments with lending staff or virtually through our website <https://www.nwsaltlake.org/>. All basic customer information is captured in a customer management system, Salesforce. The customer is assigned to a staff person and contacted within 24 hours via email for additional information or an appointment to start the qualification process. The customer meets with a loan officer in either the main office, Murray branch office or via zoom. Required information is gathered to qualify the applicant and processed. The process can range from 30 to 60 days contingent on customer cooperation. For home improvement loans: inspections are completed by a general contractor prior to processing the loan to determine improvement needs with health and safety assessment being a priority. The general contractor provides a rough estimate and shares with the customer and approves or declines moving forward with the cost of the improvements. If approved by the customer, the loan is processed and approved. Requests for bids by a minimum of three contractors are issued by NWSL and final decisions are made by the homeowner. Home improvements depending on the level of improvements and supply chain can range from one to six months. Contractors are required to be licensed and insured and are audited annually by NWSL to verify.

Once the DPA or loan is processed, approved, and closed, the customer information with terms and restrictions are sent to our servicer <https://www.amerinatls.com/>. Amerinat charges a set up fee and monthly servicing fee and monitors all and any activity related to the loan including funding restrictions and compliance. They submit monthly reports to NWSL on payment activity, delinquencies, and payoffs.

3. Program Implementation, Administration, and Timeline:

- I. Based on the DPA program outline in Exhibit A, NWSL organization policies and administrative practices will:
 - a) Provide transparent operating and governance guidelines for staff, borrowers, and funding sources.
 - b) Describe program intent and purpose; and
 - c) Establish decision-making processes.

It is the policy of NWSL to adhere to all applicable state and federal rules and regulations. This Policy will be reviewed and approved annually by the NWSL Board of Directors (“Board”).

Loan Program Objective

NWSL loan funds stimulate reinvestment within NWSL funded services areas by providing a way to finance repairs and improvements for residential properties and by facilitating the purchase of homes by new homeowners.

The loan fund is not meant to replace conventional lending activity, but rather is meant to:

1. Promote non-conventional lending in NWSL service neighborhoods.
2. Provide loan products to individuals who are not qualified for conventional lending, but who demonstrate ability to repay the loan; and
3. To assist and educate customers in qualifying for a NWSL loan or a conventional loan.
4. Provide financial and home ownership counseling and education.

The development of all lending products and review of loan requests are made in consideration of neighborhood impact, demand, and funding sources.

Governance

1. The NWSL Loan Committee (“Committee”) supports and serves the needs of NWSL service-area residents by making qualified credit decisions for the benefit of borrowers who do not qualify for conventional lending.

Regulations and Compliance

NWSL complies with legal requirements that are applicable to nonprofit organizations and home lenders, some of which are listed below.

- 1. NeighborWorks America (“NWA”) Standards** – NWSL lending staff meet NWA standards required by the National Industry Standards for Homeownership Education and Counseling.
- 2. Consumer Credit Protection Act** – Designed to protect consumer borrowers by mandating complete disclosure of the terms and conditions, including charges, in credit transactions. Many of the regulations noted below are subsets of this Act.
- 3. Fair Housing Act** – Prohibits discriminatory acts against people attempting to rent, finance, or purchase a home.

- 4. Equal Credit Opportunity Act (Reg B)** – Prevents discrimination in any aspect of credit on the basis of sex, marital status, race, color, religion, national origin, age, receipt of public assistance income, or the good-faith exercise of rights under the Consumer Credit Protection Act.
- 5. Home Mortgage Disclosure Act (Reg C)** – HMDA provides the public loan data used to assist in determining whether financial institutions are serving the housing needs of their communities, public officials in distributing public-sector investments to attract private investment to areas where it is needed, and in identifying possible discriminatory lending patterns.
- 6. Flood Disaster Protection Act** – Requires lenders to require flood insurance when they finance real property that has structures affixed. Subsidized national flood insurance program provides a means for property owners to financially protect themselves from flood hazards, including in areas that have high risk of flooding. Affected activities include acquisition of real property using resources provided from a federal source such as Home or Community Development Block Grant (“CDBG”) funds.
- 7. Real Estate Settlement and Procedures Act (Reg X)** – Provides consumer protection by regulating the disclosure of all costs and business arrangements in real estate transactions. Prohibits kickbacks and unearned fees.
- 8. TILA-RESPA Integrated Disclosure (TRID)** – TRID integrates the Real Estate Settlement Procedures Act (RESPA) and Truth in Lending Act (TILA) disclosure requirements. It is intended to ensure that credit terms are disclosed in a meaningful way, so that consumers can compare credit terms more readily and knowledgeably.
- 9. Unfair or Deceptive or Abusive Acts or Practices (UDAAP)** – Designed to protect consumers and, where applicable, cosigners from unfair or deceptive and abusive acts or practices in connection with the extension of consumer credit. Salt Lake Neighborhood Housing Services, Inc. Homeownership Services Policy
- 10. Service Members Civil Relief Act (SCRA)** – Provides certain protections to individuals who are activated to full-time military duty with respect to loans they obtained before activation. This includes reservists and members of the National Guard called to active duty.
- 11. Fair Credit Reporting Act (FCRA)** – Designed to regulate the consumer reporting industry’s procedures for providing information to ensure the accuracy of consumers’ information and protect their privacy while balancing the need for credit information in the commercial world. Provides that consumers can identify and correct inaccuracies in their credit histories.
- 12. Right to Financial Privacy Act** – Establishes limits on federal agency access to consumer financial information and determines the procedures they must follow to obtain access. The Act does not apply to state or local government authorities.
- 13. Fair Debt Collection Practices Act** – Regulates and controls debt-collection activities by debt collectors, but not by lenders with respect to their own debt.
- 14. SAFE Act** – The Secure and Fair Enforcement for Mortgage Licensing Act requires licensure or registration of residential mortgage loan originators. Salt Lake Neighborhood Housing Services, Inc. was exempted from SAFE Act requirements in 2012 by the Utah State Division of Real Estate.
- 15. Bank Secrecy Act** – Requires monitoring and reporting of suspicious activity, including activity related to money laundering or other crimes.

16. Data Protection Laws – Require that nonpublic personal information about consumers be kept secure to avoid the unauthorized disclosure or use of that information.

I **VI. Lending**

Loan Products:

- A. First Mortgages
- B. Second Mortgages
- C. Home Improvement Loans
- D. Down Payment Assistance Loans/Grants
- E. Manufactured Home Improvement Loans
- F. Murray Emergency Loan Program
- G. SLC Emergency In-house Borrower Grants
- H. Deferred Loans for Seniors Aged 65 and Older
- I. Other products recommended by the Committee and approved by the Board.

Underwriting Guidelines

Underwriting guidelines will comply with Midvale City loan terms, eligibility, required documentation and grant repayment as noted in **RFP Exhibit A** and:

- A. Aid up to ten low-to-moderate income individuals/families at 80% AMI and below.
 - B. Loan up to \$20,000 per loan (\$25,000 for employees of the county/municipality, an employer that provides contracted services for the county/to the municipality, or any other public employer that operates within the county/municipality).
 - C. Pay administrator fees to Contracting Organization.
 - D. Provide homeowner education to potential home buyers.
- II. Based on the HRLP/Grant Program outline in **RFP Exhibit B**, NWSL organization policies and administrative practices will follow similar procedures as noted in 3 (I) and :
- A. Assist low-to-moderate income individuals/families annually who are at 80% Average Median Income (AMI) and below.
 - B. Administer the application process for Midvale homeowners seeking a loan.
 - C. Determine approval or denial of the appropriate loan type, based applicants' qualifications and enforcement of eligibility requirements.
 - D. Oversee and enforce the repayment requirements of the grant/loan and oversee forgivable loans.
 - E. Oversee and monitor home inspections and contractors.
 - F. Assist Midvale to develop a robust and accessible program to achieve best practices in program policy, government regulations, and implementation.

III. **Timeline** – NWSL existing DPA and HRLP programs are currently live, and we can accept applicants as soon as funding is available. Marketing and outreach will start once NWSL is notified and approved of the award.

IV. **Outreach & Marketing:** Outreach strategies include meeting with local churches, civic organizations, and neighborhood events. NWSL attends monthly City and Community Council meetings in the various municipalities and would establish a Midvale Advisory committee to engage community and reaching potential customer and assisting with identifying the best strategies to promote to Midvale residents. Each community is unique. Most of our outreach in Murray is done via business chamber, churches, utility inserts and Murray Journal. In SLC, NWSL attends weekly community council meetings throughout SLC. We are members of various coalitions that target LMI communities that create opportunities for NWSL to introduce our program services.

Our marketing efforts cover a wide range of mediums, including social media, print advertising, event tabling, and proactive community network efforts (meetings, coalitions, panels etc.). Our strategy aligns with the HUD Affirmative Fair Housing Marketing guidelines, and we regularly evolve our techniques to gauge and communicate with the segments of the community who are least likely to apply more accurately.

V. **Fiscal Responsibility & Confidentiality:**

FINANCIAL SUSTAINABILITY AND LONG-TERM VIABILITY - NWSL has an exceptionally strong balance sheet with strong liquidity, as of November 2021, that includes: - \$42MM in Balance sheet with \$13MM in Equity. - Approximately \$3MM in unrestricted cash assets with the potential of growing to \$15MM (due to sale of interest in multifamily property). - Flexible Capital Fund of \$1.5MM. - Loan Loss Reserve of \$2.4MM. - Board Restricted Cash set aside of \$1MM. - Low administrative costs relative to program expenses, and long-term debt supported by investments. - Since 2017 NWSL has increased its revenue stream from interest income and other private revenue with the launch of the AHMI program. NWSL's financial management systems are supported by well-developed written policies and procedures, and rigorous implementation of sound accounting practice, qualified staff with oversight provided by Committees and Board. NWSL utilizes QuickBooks internally to post transactions and maintain the system and provides financial reports for review by the Finance Committee. Strong liquidity, exceptional working capital, and an impressive track record of success in thoughtful program development and administration positions NWSL for long-term growth and expansion. NWSL's strong balance sheet and ability to first test and then manage programs that succeed has clearly demonstrated high levels of managerial acumen at both the board and staff levels, as well as resulted in an organization that can pilot new programs, expand into new business lines, and explore new opportunities from a position of strength and durability. *(Page 5 of November 2022 Business plan published by InFin Financial Consulting)*

1. Income Statement, Balance Sheet & Audit attached as separate documents.

EXHIBIT B

County Agreement

[attachment follows]

SALT LAKE COUNTY
County Contract No. HCD24053CH
District Attorney No. 24CIV001396
CFDA # 14.218

CDBG SUBRECIPIENT AGREEMENT
Between
SALT LAKE COUNTY
And
MIDVALE CITY

THIS SUBRECIPIENT AGREEMENT (“Agreement”), is between Salt Lake County, a body corporate and politic of the State of Utah, with its address located at 2001 South State Street, Salt Lake City, Utah 84190 (“County”), and Midvale City Corporation, a municipal corporation of the State of Utah, with its business address located at 7505 South Holden St., Midvale, UT 84047, (“Subrecipient”), UEI Number: SRDNLV6ZR8XW8. County and Subrecipient may be referred to jointly as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, Salt Lake County has entered into a grant agreement (the “Grant Agreement”) with the United States Department of Housing and Urban Development (“HUD”) for formula grant disbursement to conduct the Community Development Block Grant program (“CDBG”) pursuant under the r Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301 et seq. and subject to the rules and regulations, promulgated by HUD governing the conduct of Community Development Block Grant program, but not limited to, Title 24, Part 92 of the Code of Federal Regulations (“CFR”) (the “Rules and Regulations”); and the applicable provisions of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the “Super Circular”); and

WHEREAS, In response to the County’s Request for Grant Applications (“RFA”) released in the Fall of 2023, Subrecipient submitted an application outlining the planned use of the awarded funds to carry out the Midvale City Home Repair Loan Program (“Project”). The Redevelopment Agency (“RDA”) of Midvale City will utilize the CDBG funds to support a home repair loan program (“HRLP”) that will be administered by Midvale City and NeighborWorks Salt Lake (“NWSL”). The activities include forgivable loans, housing counseling, and all administrative costs; and

WHEREAS, based on recommendations made on May 9, 2024, by the Salt Lake County Urban Mayors, the Mayor of Salt Lake County approved the sub-grant of funds described in this Agreement to be used for eligible CDBG activities.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound, covenant and agree as follows:

1. INCORPORATION BY REFERENCE

a. The Recitals stated above are incorporated herein and made a material part of this Agreement by this reference.

2. SUBRECIPIENT’S CONTACT PERSON

a. Subrecipient Contact Person: Marcus Stevenson / Mayor

3. FUNDING AMOUNT

a. Total Agreement amount of One Hundred Ninety-Six Thousand Eight Hundred Seventy-Six Dollars (\$196,876.00).

4. PROJECT(S) OR ACTIVITIES

- a. Project name: Midvale City Home Repair Loan Program (“HRLP”).
- b. Total project cost: \$250,000.00.
- c. HRLP improvements will address emergency repairs, eliminate blight, conserve energy, and preserve the housing community within Midvale’s city limits. Funds will be available on a first come, first-served basis. “CDBG funds” will be utilized to pay for the contracted administrative costs of the home repair loan program (“HRLP”) which provides forgivable loans up to \$15,000.00 to approximately 15-20 Households. Contracted services will be provided by NeighborWorks Salt Lake (“NWSL”).
- d. Program Service Provider: NeighborWorks® Salt Lake. Anthony Semone - Director of Homeownership Services. HUD Certified Counselor FZ7FEY
622 W 500 N, SLC, UT 84116 | 801-539-1590 | tonys@nwsaltlake.org.

5. SUBAWARD INFORMATION

- a. The following information is provided pursuant to 2 CFR 200.332(a)(1):
 - i. Federal Award Identification No (FAIN): TBD
 - ii. Federal Award Date: July 1st, 2024
 - iii. Total Amount of Federal Funds Obligated to Subrecipient by County: One Hundred Ninety-Six Thousand Eight Hundred Seventy-Six Dollars. (\$196,876.00)
 - iv. Total Amount of the Federal Award committed to Subrecipient: One Hundred Ninety-Six Thousand Eight Hundred Seventy-Six Dollars. (\$196,876.00)
 - v. Is Award Research and Development: No
 - vi. Indirect Cost Rate for Federal Award for County: N/A

6. PERIOD OF PERFORMANCE

- a. Period of performance begins 07/01/2024
- b. Period of performance terminates 06/30/2025
- c. Agreement expires on 08/31/2025

7. DOCUMENTS INCORPORATED INTO THIS GRANT AND ATTACHED

ATTACHMENT A: General Terms and Conditions

ATTACHMENT B: Project Statement of Work

ATTACHMENT C: Project Budget

Any conflicts between Attachment A and other attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS GRANT BY REFERENCE BUT NOT ATTACHED

a. All other governmental laws, regulations, or actions applicable to the services authorized by this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be approved by its governing body or board and to be duly executed on the following dates:

MIDVALE CITY CORPORATION:

SALT LAKE COUNTY:

By: _____

By: _____
Mayor or designee

Title: _____

Date: _____

Date: _____

Division Approval:

By: _____
Director or Designee

Reviewed and Approved as to Form and Legality:

John E. Diaz
Senior Deputy District Attorney
Salt Lake County

ATTACHMENT A: GENERAL TERMS AND CONDITIONS

1. Background. County has entered into a grant agreement (“Grant Agreement”) with the United States Department of Housing and Urban Development (“HUD”) for financial assistance to conduct a Community Development Block Grant Eligible (“CDBG Project”) pursuant to Title I of the Housing and Community Development Act of 1974 (the “Act”), as amended, and the Rules and Regulations promulgated by HUD governing the conduct of Community Development Block Grant (“CDBG”) programs, 24 Code of Federal Regulations (“CFR”) part 570, as amended, (the “Rules and Regulations”) and the applicable provisions of 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the “Super Circular”) County is authorized to contract by subgrant agreement with public entities or private non-profit entities for qualified activities and projects.

2. Project Responsibility. County’s Division of Housing and Community Development (“HCD”) is hereby designated as the representative of County regarding all CDBG Project matters and shall be responsible for the overall administration and management of that program and the manner in which the activities or projects described herein are conducted. County will monitor the performance of Subrecipient against goals and performance standards required in Attachment B - Statement of Work. Substandard performance as determined by County will constitute non-compliance with the agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by County, suspension or termination procedures will be initiated which may result in withdrawal or termination of funding.

3. Project Budget.

a. A budget (“Budget(s)”) must be prepared for each of the Projects subject to this Agreement and submitted to County for review prior to the start of each of the Project(s). These Budgets must be approved by County and be attached to this Agreement when executed. The Project(s) shall be identified in Attachment C, with a sub-attachment number, if appropriate, for each Project. Each of the Budget(s) shall be prepared in a format that is acceptable to County and, in general, shall list the major cost elements of the Project with the estimated cost of each of those elements equaling in sum total the fixed total project cost to be paid or reimbursed to Subrecipient for that Project.

b. Subrecipient shall adhere to the requirements of the Budget(s) as approved by County but is not precluded from making changes in the amounts budgeted for the major cost elements within the Budget(s) or between Project Budgets as such changes become necessary. All changes however, within the Budget(s), shall be reported to County in a timely manner for acceptance and approval. All proposed changes in the total amount of any of the Budget(s) under this Agreement that would increase or decrease the total amount of funding specified in Paragraph 7(A), or result in a change in the scope, location or beneficiaries of the Project, shall be submitted to County for prior approval and must be formally authorized by a written amendment to this Agreement in accordance with the provisions of Paragraph 9.

4. Eligible Costs. All costs which are incurred on any of the Project(s) by Subrecipient during the period of performance of this Agreement and which have been determined by County to be

appropriate and allowable costs of the Project(s) shall be eligible for reimbursement and payment hereunder.

5. Extension Periods. This Agreement may be extended by written amendment at County's sole option.

6. Time is of the Essence. All performance of this Agreement shall be undertaken and completed by the Subrecipient in an expeditious manner and shall not extend beyond the end of the contract expiration date unless this Agreement is extended by amendment.

7. Funding Amount.

a. Subject to the requirements of this Agreement, County will fund the Subrecipient for the full performance of this Agreement and the actual conduct of the Project(s) specified herein undertaken by Subrecipient. This is a fixed ceiling amount and shall not be considered as an "estimate-of-cost," "percentage-of-cost" or any kind of "cost-plus" sum, price, or amount. In addition, as used in this Agreement, unless the context indicates otherwise, the words "expend," "expended" and "expenditure" shall include all amounts obligated or committed by Subrecipient by written agreement (including unilateral purchase orders) for expenditure on the Project(s).

b. Subrecipient must make a concerted, good-faith effort to expend the total subgrant within the Period of Performance. Subrecipient costs and expenditures, however, shall not exceed the total funding amount. County shall not be liable for or reimburse Subrecipient for any extra costs or overruns on the Project(s) or any additional funding in excess of the total amount stated in this Agreement without prior written amendment.

c. In the event the full funding amount to be paid or reimbursed hereunder by County is not expended by Subrecipient for project costs as specified in Attachment C by the end of the contract expiration date, as that period may have been extended or otherwise changed, Subrecipient shall refund, release or transfer any unexpended amount back to County within thirty (30) days. Any project funds held by County at the end of the Period of Performance or refunded, released or transferred to County shall be reallocated by County. Subrecipient shall be eligible to apply for these funds but shall have no greater priority than any other applicant.

d. In the event that congressional action, HUD rules and regulations, or other lawful directive modifies or reduces the funds and/or services obligated under this Agreement, Subrecipient shall, upon notice from County, immediately modify or reduce the scope of work or cease expenditures hereunder as directed by Congress, HUD, County or other lawful directive.

e. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

8. Methods of Disbursement.

a. Subrecipient may request disbursement from County of that part of the funding amount relating to a particular Project, either on the basis of a lump sum reimbursement of the Project costs upon completion or on the basis of periodic reimbursement payments during the course of a Project as the funds for that Project are expended.

b. A request by Subrecipient for either a lump sum or for periodic reimbursement payments on a Project shall be in a form and content as prescribed by County and shall be submitted to County for review and for a determination of eligibility for payment. Upon approval by County, that division will submit the request to the appropriate County offices and divisions for processing and payment. Requests for periodic payments shall be supported and documented as required by County on the basis of costs actually incurred by Subrecipient on a Project during the period for which payment is requested.

c. Prepayment of the funds or a partial advance of funds to Subrecipient for a Project may be made by County if the nature of the Project or unusual circumstances justify such payment. Any prepayment or advance payment made hereunder must be justified in writing by Subrecipient and must be pre-approved and authorized by County. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Subrecipient, and are not to exceed actual cash requirements. Payments will be adjusted by County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, County reserves the right to liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.

d. Expenditures under this Agreement, whether or not prepaid, determined by County or HUD to be ineligible for reimbursement or which are inadequately documented will upon written request be immediately refunded to County by Subrecipient.

e. No requests for reimbursement or other payments under this Agreement due to cost overruns of any kind on the Project(s) shall be approved, allowed, or paid by County unless the amount requested has been approved by a written amendment.

9. Amendments.

a. Either of the Parties may request amendments to any of the provisions of this Agreement at any time during the period of performance but no amendment shall be made or performed until it has been mutually agreed to by the Parties. All amendments shall be authorized by a duly executed modification of this Agreement prior to any work being done, except that, extensions of time amendments in the Period of Performance and contract expiration date may be authorized and given by County as provided below.

b. County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the purpose, the scope of services, the location, or beneficiaries of the Project(s) to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Subrecipient.

10. Consultation and Technical Assistance. County will be available to provide technical assistance upon written request of the Subrecipient or as County deems necessary for improved Program operation.

11. Additional Requirements.

a. **Compliance.**

i. Subrecipient agrees to comply with the requirements of the CDBG Program regulations found at 24 CFR Part 570 and all incorporated and related federal regulations, statutes, policies, and directives, as applicable. Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, policies, and Salt Lake County program directives governing the funds and services provided under this Agreement including but not limited to 2 CFR Part 200.

ii. In accordance with the applicable statutes and the regulations governing the consolidated plan regulations and this Agreement, the Subrecipient will abide by the applicable certifications found at:

<https://www.hudexchange.info/resource/2396/consolidated-plan-certifications-state-and-non-state/>

b. **Independent Contractor.** The relationship of County and Subrecipient under this Agreement shall be that of an independent contractor status. Each Party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Subrecipient of employer and employee, partners or joint venturers. The Parties agree that Subrecipient's obligations under this Agreement are solely to the County. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

c. **Licensing.** Subrecipient will obtain all licenses, permits and/or certificates required by federal, state, and local government statutes, laws, ordinances and/or regulations required by every governmental jurisdiction in which the Program is provided for the duration of this Agreement. Subrecipient shall have said licenses, permits, and certificates available during normal business hours for inspection by County.

d. **Indemnification.** If Subrecipient is a governmental entity under the Governmental Immunity Act of Utah, Section 63G-7-101 et seq., Utah Code Ann. (2021) (hereinafter "the Act"), then, consistent with the terms of the Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits, or which are committed by its agents, officials or employees. Neither Party waives any defenses or limits of liability otherwise available under the Act.

e. **Insurance for contracts over Fifty Thousand Dollars (\$50,000.00) and all Facility Improvement Projects.** Subrecipient shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

i. **General Insurance Requirements for All Policies.**

1. Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to County.

2. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

a. Currently rated A- or better by A.M. Best Company; (1A) for construction contracts only, the insurer must also have an A.M. Best Company financial size category rating of not less than VII.

—OR—

b. Listed in the United States Treasury Department’s current listing of Approved Sureties (Department Circular 570), as amended.

ii. Subrecipient shall furnish certificates of insurance, acceptable to County, verifying compliance with the insurance requirements herein prior to the execution of this Agreement. Subrecipient shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this Agreement.

iii. In the event any work is subcontracted, Subrecipient shall require its subcontractor, at no cost to County, to secure and maintain all minimum insurance coverages required of Subrecipient hereunder.

iv. Subrecipient’s insurance policies shall be primary and non-contributory to any other coverage available to County. The workers' compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of County.

v. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Subrecipient shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to County.

vi. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to County in a manner approved by the County District Attorney.

vii. In the event Subrecipient fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce payments to Subrecipient for the costs of said insurance.

f. **Required Insurance Policies.** Subrecipient agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

i. Workers' compensation and employer's liability insurance sufficient to cover all of Subrecipient's employees unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, Subrecipient shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law. (County is not to be an additional insured under Subrecipient's workers' compensation insurance).

ii. Commercial general liability insurance, on an occurrence form, naming County as an additional insured, in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence with a Two Million Dollars (\$2,000,000.00) general policy aggregate and Two Million Dollars (\$2,000,000.00) products completed operations policy aggregate. The policy shall protect County, Subrecipient and any subcontractor from claims for damages for personal injury, including accidental death and from claims for property damage that may arise from Subrecipient's operations under this Agreement, whether performed by Subrecipient itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to County whether such coverage be primary, contributing, or excess.

iii. Professional liability insurance with a minimum policy limit of One Million Dollars (\$1,000,000.00) per occurrence. (County is not to be an additional insured for professional liability insurance).

iv. If Subrecipient will be operating a vehicle in connection with any services rendered under this Agreement, regardless of the amount provided in the Agreement, Commercial automobile liability insurance that provides coverage for owned, hired and non-owned automobiles, in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence.

—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—

v. Subrecipient shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as Subrecipient agrees not to operate a vehicle in connection with services rendered under this Agreement, County shall not require Subrecipient to provide commercial automobile liability insurance.

g. **Bond Requirements.** If the Project(s) involves construction or rehabilitation costing Twenty-Five Thousand Dollars (\$25,000.00) or more, Subrecipient shall require that contractors furnish, at the contractors' expense, a separate performance bond and a labor and materials bond, each

for an amount not less than one hundred percent (100%) of the contract price, or such other assurances as approved in writing by County. If required, the bonds shall be issued by a qualified corporate surety licensed to transact business in Utah. If at any time during performance of the work, the surety on the bonds shall be disqualified from doing business in Utah, or shall become insolvent or otherwise impaired, contractors shall furnish bonds from an alternate surety acceptable to County and Subrecipient. The bonds shall remain in effect until completion of the Project(s) including completion of all warranty and guaranty work and shall be delivered to County prior to the commencement of any work. Subrecipient shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or amendment to this Agreement.

h. **Grantor Recognition.** Subrecipient shall insure recognition of the role of HUD in providing services through this Agreement. All activities, facilities, and items funded under this Agreement shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

i. **Suspension or Termination.** Either Party may terminate this Agreement for convenience at any time, as set forth at 2 CFR Sections 339 and 340, by giving thirty (30) days written notice to the other Party of such termination. Partial terminations of the Project(s) identified in this Agreement may only be undertaken with the prior approval of County. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Subrecipient under this Agreement shall, at the option of County, become the property of County, and Subrecipient shall be entitled to receive just and equitable compensations for any satisfactory work completed on such documents or materials prior to the termination. County may also suspend or terminate this Agreement, in whole or in part, in accordance with the provisions of 2 CFR Sections 338 - 342, if Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and County may declare Subrecipient ineligible for any further participation in County's contracts, in addition to other remedies as provided by law.

j. **Build America Buy America-** Build America, Buy America Act. The Build America, Buy America Act ("BABA") (Pub. L. No. 117-58, §§ 70901-52) enacted as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. Recipients of an award of Federal financial assistance from a program for infrastructure may not use funds provided under this award for a project for infrastructure unless:

- i. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- ii. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than fifty-five

percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

- iii. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, Subrecipients may apply for, and HUD may grant, a waiver from these requirements. Subrecipient may request information from County on the process for requesting a waiver from these requirements.

12. Administrative Requirements.

a. **Uniform Requirements.** The Subrecipient and its agencies or instrumentalities and subrecipients shall comply with applicable uniform administrative requirements, cost principles, and audit requirements as described in 2 CFR Part 200 and as modified by 24 CFR § 570.502. The Super Circular supersedes and consolidates the requirements from OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-13.

b. **Other Program Requirements.** Subrecipient shall comply with the program requirements set forth at 24 CFR §§ 570.600 - 570.614. Except, Subrecipient shall **not** be required to assume the environmental responsibilities described at 24 CFR § 570.604 or the review process under 24 CFR Part 52.

c. **Financial Management.** Subrecipient agrees to comply with the standards for financial and program management in accordance with 2 CFR Part 200, Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

d. **Cost Principles.** Subrecipient, as specified in 24 CFR § 570.502(a), shall administer its program in conformance with 2 CFR Part 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

13. Documentation and Record-Keeping.

a. **Records to be Maintained.** Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR § 570.506, pertinent to the activities to be funded under this Agreement.

b. **Retention.** Records shall be retained for the periods set forth at 24 CFR § 570.502(a)(7)(ii) and 2 CFR § 200.333. The retention period for individual CDBG activities shall be

the longer of three (3) years after the expiration/termination of the agreement or after the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time by County. Records subject to reversion of assets or change or use provisions must be maintained for as long as those provisions continue to apply to the activity. Records of outstanding loan balances or other receivables or contingent liabilities must be retained until such receivables or liabilities have been satisfied. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three- year period, whichever occurs later.

c. **Client Data.** Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

d. **Disclosure.** Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of County's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited without lawful court order unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

e. **Property Records.** The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Subrecipient will adhere to 2 CFR § 200.329, which requires annual reporting of real property for which there is a Federal interest. If the Federal interest extends beyond fifteen (15) years the reporting periods are multiyear reporting periods.

14. Close-Outs. Subrecipient's obligation to County shall not end until all close-out requirements, which are set forth at 2 CFR § 200.343, are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to County), and determining the custodianship of records.

15. Audits & Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to County, grantor agency, their designees or the federal government, at any time during normal business hours, as often as County or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within a time period as agreed upon by County and Subrecipient after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or refunding of payments to County. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Subrecipient audits and, as applicable, 2 CFR Part 200, Subpart F.

16. Program Income.

a. All program income, as defined at 24 CFR § 570.500(a), will be returned to County immediately upon being earned. Program income is defined in § 570.500(a) of the Rules and Regulations as gross income received by Subrecipient which is directly generated from the use of the CDBG funds provided hereunder, except as specifically excluded under 24 CFR § 570.500(a)(4).

b. Any program income in possession of Subrecipient that has not been returned to County when this Agreement expires or is terminated, or is received by Subrecipient after this Agreement expires or is terminated, shall be transferred or paid to County in accordance with the provisions contained herein, referred to as “Reversion of Assets”.

17. Indirect Costs. Indirect costs may be charged if Subrecipient develops an indirect cost allocation plan, prepared in accordance with 2 CFR Part 200, Subpart E, for determining the appropriate Subrecipient’s share of administrative costs and shall submit such plan to County for approval.

18. Progress Reports. During the actual conduct of the Project, Subrecipient shall prepare and submit to County every three (3) months, or as otherwise outlined in Attachment B: Project Statement of Work, a detailed project status report. The report format shall be as approved by County but must show, at a minimum, the current performance status of the Project being reported, the costs and contractual commitments incurred to date that have been charged to that project, information relating to the HUD performance indicators.

19. Reversion of Assets. As provided in 24 CFR § 570.503(b)(7), upon the expiration or termination of this Agreement, Subrecipient shall release to County any unexpended CDBG funds provided under this Agreement, all program income in its possession which it has not returned to County, and any accounts receivable attributable to the use of CDBG funds provided under this Agreement. Any real property in the control of Subrecipient that was acquired or improved with CDBG funds provided under this Agreement shall be managed in compliance with County’s policy regarding the use of CDBG-assisted real property, as follows:

a. **Acquired with CDBG Funds.** All property acquired by Subrecipient in whole or in part with CDBG funds must be used for a period of fifteen (15) years following the expiration or termination of this Agreement to meet one of the national objectives, found at 24 CFR § 570.208, of benefiting low- and moderate-income persons; aiding in the prevention or elimination of slums and blight; or meeting community development needs having a particular urgency. A deed restriction will be recorded against any property acquired with funds allocated by this Agreement. Subrecipient agrees to have this deed restriction in place prior to or in conjunction with expenditure of funds provided by this Agreement.

b. **Improved with CDBG Funds.** All property improved in whole or in part with CDBG funds must be used by Subrecipient to meet one of the national objectives found at 24 CFR § 570.208 in accordance with the following timetable:

i. All properties receiving improvement funds below Two Hundred Thousand Dollars (\$200,000.00) must be used for eligible activities for five (5) years;

ii. All properties receiving improvement funds of Two Hundred Thousand Dollars (\$200,000.00) or more must be used for eligible activities for fifteen (15) years;

iii. A deed restriction will be recorded against any property improved with funds allocated by this Agreement. Subrecipient agrees to have this deed restriction in place prior to or in conjunction with expenditure of funds provided by this Agreement.

c. The County will not consider a change of use of the Project during the timeline outlined above

d. The threshold amounts set forth in Subparagraph b. above are cumulative, based on the total CDBG funding provided to Subrecipient in this Agreement for acquisition or improvement of real property, plus any previous or subsequent CDBG funding provided by County to acquire or improve said real property.

20. Procurement. Subrecipient shall procure all materials, property, or services in accordance with the Procurement Standards of 2 CFR Part 200, Subpart D, except to the extent that the County's Purchasing Procedures are more restrictive, Subrecipient shall follow the County's procedures pursuant to Chapter 3.20 of the Salt Lake County Code of Ordinances. In the event the procurement standards of the Subrecipient are more restrictive than those in Chapter 3.20 or 2 CFR §§ 200.317 - 326, the more restrictive standards and requirements will apply.

21. Equipment. Equipment means tangible nonexpendable personal property having a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more per unit (2 CFR § 200.33). Subrecipient shall comply with 2 CFR Part 200, Subpart D as modified by 24 CFR § 570.502(a)(6) and County policy regarding the use, maintenance and disposition of equipment. In the event the policies of Subrecipient are more restrictive than those in 2 CFR Part 200, Subpart D the more restrictive standards and requirements will apply.

22. Personnel & Participant Conditions.

a. **Civil Rights.**

i. **Nondiscrimination and Equal Opportunity.**

(1) Subrecipient, and all persons acting on its behalf, agree to comply with the non-discrimination and equal opportunity requirements set forth in 24 CFR § 5.105 and with all federal, state and county laws governing discrimination, and they shall not discriminate in the application, screening, employment, participation, or any other involvement of any person in relation to any phase of the Project(s).

(2) Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees

to post in conspicuous places notices setting forth the provisions of this nondiscrimination clause.

(3) Subrecipient will, in all solicitations or advertisements for employees, state that it is an Equal Opportunity or Affirmative Action employer. Subrecipient must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, as enforced by the Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

ii. **Excessive Force.** Subrecipient agrees that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

iii. **Land Covenants.** This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR §§ 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that County and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

iv. **Section 504.** Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (290 U.S.C. 706), which prohibits discrimination against the disabled in any federally assisted program. County shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

b. **Affirmative Action.**

i. **Approved Plan.** Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107 regarding Equal Employment Opportunity programs; and implementing regulations at 41 CFR Part 60.

ii. **WMBE.** Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in keeping with the principles as provided in President's

Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women’s Business Enterprise). As used in this Agreement, the term “minority and Women’s business enterprise” means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are those groups of U.S. citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. Subrecipient may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

iii. **Access to Records.** Subrecipient shall furnish and cause each of its own subgrantees or subcontractors to furnish all information and reports required by County and will permit access to its books, records, and accounts by County, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

iv. **EEO/AA Statement.** Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

v. **Section 3 Compliance.** Subrecipient, and any of Subrecipient’s subrecipients and subcontractors, shall comply with the provisions of Section 3 of the Housing and Urban Development Act, as set forth at 24 CFR Part 135. Subrecipient certifies and agrees that no contractual or other impediment exists which would prevent compliance with these requirements. Subrecipient will include this section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations. Subrecipient agrees to compile and provide to the County all HUD-required section 3 information regarding the hiring of low-income employees and (sub)contractors.

vi. **24 CFR 135.38 Section 3 clause.** All section 3 covered contracts shall include the following clause (referred to as the “section 3 clause”):

(1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The Parties to this contract agree to comply with HUD's regulations in

24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR part 135 regulations.

(3) The Subrecipient agrees to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(4) The Subrecipient agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(5) The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 CFR part 135.

(6) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

vii. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self- Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian- owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

viii. **Subcontract Provisions.** Subrecipient will include the provisions of Paragraphs 22(A), Civil Rights, and 22(B), Affirmative Action, in every subcontract,

specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors. Subrecipient will also include the entire section 3 Clause above in every subcontract so that such provisions will be binding upon each of its own subgrantees or (sub)contractors.

c. **Labor Standards.**

i. **Davis-Bacon.**

(1) For all contracts and subcontracts for construction, alteration, or repair in excess of Two Thousand Dollars (\$2000.00), Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, 40 U.S.C. §276a1-276a7, as amended, including(a)(1) Minimum wages, (a)(2) Withholding, (a)(3) Payrolls and basic records, (a)(4) Apprentices and trainees, (a)(5) Compliance with Copeland Act requirements, (a)(6) Subcontracts, (a)(7) Contract termination: debarment, (a)(8) Compliance with Davis- Bacon and Related Act requirements, (a)(9) Disputes concerning labor standards and (a)(10) Certification of eligibility.

(2) Subrecipient agrees that, except for the rehabilitation or construction of residential property containing less than eight (8) units, all contracts or subcontracts in excess of Two Thousand Dollars (\$2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if the wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

ii. **Work Hours.** Subrecipient agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327; and the Copeland "Anti-Kickback" Act; 40 U.S.C. § 276c, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request.

iii. **Hatch Act.** Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

d. **Contracting.**

i. **Assignments and Contracting.** The responsibility for the performance of this Agreement shall not be assigned, transferred, or contracted out by Subrecipient without the prior, written consent of County. Contracts or purchase orders by Subrecipient for the

acquisition of equipment, materials, supplies, or services for the Project do not require the consent of County but shall be done in accordance with the competitive bidding requirements described in this agreement and any applicable state laws and local government ordinances.

ii. **Subcontracts.**

(1) **Approvals.** Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the consent of County prior to the execution of such agreement.

(2) **Monitoring.** Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(3) **Content.** Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(4) **Selection Process.** Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to County along with documentation concerning the selection process.

(5) **Debarment and Suspension.** No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" as set forth at 24 CFR Part 24.

e. **Conduct.**

i. **Citizen Participation.** Subrecipient has had the opportunity to review and follows County's Citizen Participation Plan which satisfies the requirements for 24 CFR § 91.105.

ii. **County Consolidated Plan.** Subrecipient has had the opportunity to review and follows County's Consolidated Plan, specifically identifying short-term and long-term community development objectives that provide for decent housing, expanding economic opportunities for persons of low- and moderate-income.

iii. **Conflict of Interest.** Subrecipient agrees to abide by the provisions of 24 CFR § 570.611 and 2 CFR § 200.112 with respect to conflicts of interest, and certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of County, or of any designated public agency or Subrecipient receiving funds under the CDBG

Entitlement program.

iv. **Ethical Standards.** Subrecipient represents that it has not: (a) provided an illegal gift or payoff 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 contract 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 set forth in State statute or County's Ethics Code ordinance (Chapter 2.07, Salt Lake County Code of Ordinances); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

v. **Campaign Contributions.** Subrecipient acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances. Subrecipient also acknowledges and understands this prohibition means that any person, business, corporation, or other entity that enters into a contract or is engaged in a contract with County is prohibited from making campaign contributions to County candidates. Subrecipient further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. Subrecipient represents, by executing this Agreement, that Subrecipient has not made or caused others to make any campaign contribution to any County candidate in violation of the above- referenced County ordinance.

vi. **Public Funds and Public Monies.**

(1) Definitions: "Public funds" and "public monies" mean 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 other 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 Subrecipient's possession.

(2) Subrecipient's Obligation: Subrecipient, as recipient of "public funds" and "public monies" pursuant to this and other contracts related hereto, expressly understands that it, its officers, and 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 the provision of services to County. Subrecipient understands that it, its officers, and employees may be criminally liable under §76-8-402, Utah Code for misuse of public funds or monies. Subrecipient expressly understands that County may monitor the expenditure of public funds by Subrecipient. Subrecipient expressly understands that County may withhold funds or require repayment of funds from Subrecipient for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or

monies.

vii. **Lobbying.** Subrecipient hereby certifies that:

(1) No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement;

(2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subawards shall certify and disclose accordingly; and

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

(5) No funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87); Subrecipient Grantee, if a public entity, shall also comply with the provisions of the Hatch Act (5 USC 1501-1508) and the Intergovernmental Personnel Act of 1970 as Amended by Title VI of the Civil Service Reform Act (Pub. L. 95-454 Section 4728), which limit political activities of public employees.

viii. **Copyright.** If this Agreement results in any copyrightable material or inventions, County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

ix. **Religious Organization.** Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or

for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR § 570.200(j).

x. **Drug-Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701, Subrecipient certifies that it will provide a drug-free workplace in accordance with the Act and with the rules found at 2 CFR Section 2429.

23. Environmental Conditions.

a. **Air and Water.** Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

i. Clean Air Act, 42 U.S.C., § 7401, *et. seq.*

ii. Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, as amended, relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder.

b. **Flood Disaster Protection.** In accordance with the requirements of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001, Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

c. **Lead-Based Paint.** Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR § 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978, be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint poisoning and the advisability and availability of blood lead level screening for children six (6) years of age and under. The notice should also point out that if lead-based paint is found on the property, interim controls or paint stabilization may be undertaken.

d. **Historic Preservation.** Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, 16 U.S.C. § 470, as amended, and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

24. Displacement, Relocation, Acquisition, and Replacement of Housing. Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b); the requirements of 24 CFR § 570.606(c) governing the Residential Anti-displacement

and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and the requirements in § 570.606(d) governing optional relocation policies. (County may preempt the optional policies.) Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. Subrecipient also agrees to comply with applicable state law, including Utah Code Annotated, §57-12-1 *et. seq.* (1953, as amended), and County ordinances, resolutions and policies concerning the displacement of persons from their residences.

25. Survival of Provisions. The Parties to this Agreement specifically agree that all the paragraphs, terms, conditions and other provisions of this Agreement that require some action to be taken by either or both of the Parties upon or after the expiration or termination hereof shall survive the expiration or termination of this Agreement and shall be completed, taken or performed as provided herein or as may be required under the circumstances at that time.

26. Employee Status Verification System. Subrecipient shall register and participate in the Status Verification System before entering into a contract with County as required by Utah Code § 63G-12-302(3). The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. §1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Subrecipient is individually responsible for verifying the employment status of only new employees who work under Subrecipient’s supervision or direction and not those who work for another contractor or subcontractor, except each contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective contractor or subcontractor. Subrecipient shall comply in all respects with the provisions of Utah Code § 63G-12-302(3). Subrecipient’s failure to so comply may result in the immediate termination of its contract with County.

27. Environmental Review Requirements.

a. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that:

- i. the Subrecipient does not assume the recipient’s environmental responsibilities described in 24 CFR 570.604 and
- ii. the Subrecipient does not assume the County’s responsibility for initiating the review process under the provisions of 24 CFR 58.

b. Subrecipient agrees to comply with the laws, authorities under the National Environmental Policy Act of 1969 (NEPA) and each provision of law designated in the 24 C.F.R. 58.5.

ATTACHMENT B
PROJECT STATEMENT OF WORK
Contract # HCD24053CH

1. Project Summary:

- a. Project Number: 01.11CNTY50.
- b. Project Name: Midvale City Home Repair Loan Program (“HRLP”).
- c. As outlined in the application submitted in response to the Request for Application (“RFA”), HRLP improvements will address emergency repairs, eliminate blight, conserve energy, and preserve the housing community within Midvale’s city limits. Funds will be available on a first come, first-served basis.
- d. Eligibility and Reference: Homeowner Rehabilitation -Section 105(a)(4) §570.202. National Objective and Reference: LMH - LOW/MOD HOUSING BENEFIT. IDIS Matrix Code: 14A – Rehabilitation: Single Unit Residential.

2. Provided Services:

CDBG funds will be utilized to pay for the contracted administrative costs of the home repair loan program (“HRLP”) which provides forgivable loans up to \$15,000.00 per Households. All contracted services will be provided by NeighborWorks Salt Lake (“NWSL”).

3. Client Eligibility:

- a. Low to Moderate Households located within Midvale City boundaries. To qualify households must fall on or below 80% AMI, and households who fall on or below 50% AMI can receive forgivable loans up to \$15,000.00.

4. Outreach:

- a. In accordance with HUD expectations, Salt Lake County requires Subrecipients perform outreach to extremely low, very low and low-income populations. Agencies will report how and when outreach was performed. See reporting section for specific timelines and metrics.

5. Reporting:

- a. This Agreement requires timely progress reports from Subrecipient. Subrecipient will receive All reports must be submitted according to the timelines below. Reporting requirements are subject to change.
 - i. Goal Statements:
 1. Approximately 15-20 households will be assisted with a home repair loan.
 - ii. Outputs:
 1. For each client served:
 - a. Race & Demographic Info
 - i. Hispanic/Latino Info
 - b. Income
 - c. Other Demographic Categories

- i. Disabled, single female head of household, seniors, adults, veterans, etc.
 - d. Jurisdiction
 - e. Service Quality
 - f. Homeless Services Provided
 - g. Funds Leveraged
- 2. Narratives
 - a. Program Status
 - b. Program Impact Story
 - c. Outreach Narrative
- iii. Reporting Timeline:

| Required Report | | Reporting Period | Due Date |
|---|----|--|---------------------------------|
| Narrative and Statistical Progress Report (Quarterly) | Q1 | July 1 st - September 30 th , 2024 | October 31 st , 2024 |
| | Q2 | October 1 st – December 31 st , 2024 | January 31 st , 2025 |
| | Q3 | January 1 st – March 31 st , 2025 | April 30 th , 2025 |
| | Q4 | April 1 st – June 30 th , 2025 | July 20 th , 2025 |

Attachment C: Project Budget
Salt Lake County
Housing and Community Development



| | | |
|---|---------------------------------|----------------------|
| Subrecipient Name: | Midvale City | |
| Project Name: | Home Repair Loan Program (HRLP) | |
| Contract #: | HCD24053CH | |
| Project # | 01.11CNTY50 | |
| Total Project Cost: | \$ 250,000.00 | |
| Contract Amount: | \$ 196,876.00 | |
| County Portion of Project Cost: | 79% | |
| Match Committed by Subrecipient: | | Match Source: |
| Match Percentage: | 0% | |

| Budget Category | Budget Line Description | Amount |
|--|--|----------------------|
| *Project Staff Salaries and Wages | | \$ - |
| *Project Staff Fringe Benefits | | \$ - |
| Contracted Services | Contracted Administrative Expenses, Low Interest and forgivable loans (Up to \$15,000.00 per Household) | \$ 196,876.00 |
| Insurance/Legal/Financial | | \$ - |
| Direct Client Assistance | | |
| Travel/Training | | \$ - |
| Program Supplies and Office Expenses | | \$ - |
| Space Costs (Rent, Utilities, Maintenance) | | \$ - |
| Other | | \$ - |
| | | |
| <i>Indirect Admin</i> | | \$ - |
| <i>Direct Admin</i> | | \$ - |
| Total Contract Budget Amount | | \$ 196,876.00 |

Project Budget Requirements

County provides payment to Subrecipient on a reimbursement basis.

Reimbursement requests must be submitted through an online invoice portal provided by County. Subrecipient is required to submit reimbursement requests by the 15th of each month for all costs incurred during the previous month.

If Subrecipient does not have any eligible costs for the previous month, Subrecipient must submit a zero dollar invoice in the reimbursement portal. If Subrecipient is unable to submit an invoice for the previous month, Subrecipient must inform County in writing prior to the 15th of each month. County may make exceptions to this frequency of billing on a case by case basis at the sole discretion of County.

County fiscal year runs from January to December. This requires all reimbursement requests during the previous calendar year to be reviewed and approved by County staff no later than January 15th each year. When possible, County will provide flexibility with reimbursement requests but County cannot process any requests for reimbursement from the previous calendar year after January 15th regardless of circumstances. If Subrecipient has any concern with costs incurred from a previous calendar year being reimbursed by this date, Subrecipient must communicate in writing to County staff the reason for the delay as soon as possible to avoid non-payment of reimbursement requests.

Back-up documentation of billed costs must be submitted with all reimbursement requests, unless otherwise notified by County. Subrecipient will keep documentation of match expenditures on file for review as requested by County. Subrecipient must maintain documentation of all expenditures for a period of not less than five (5) years and provide full expense backup documentation upon request.

Any changes to Attachment B: Statement of Work or Attachment C: Project Budget must be approved in writing by County. Budget changes must be approved prior to the incurring of expenses. Changes determined by County to be substantial may require an amendment to this agreement.



REDEVELOPMENT AGENCY OF MIDVALE CITY

Meeting Date: November 12, 2024

ITEM TYPE: Action

SUBJECT: Consider **Resolution No. 2024-31RDA** approving the term sheet between the Redevelopment Agency of Midvale City and JM5 LLC, C/O Michael Ferro and Jake Coppinga for participation in the Main Street Façade Improvement Program.

SUBMITTED BY: Kate Andrus, RDA Program Manager

SUMMARY:

Agency staff received an application for funding through the Façade Improvement Grant Program from JM5 LLC, C/O Michael Ferro and Jake Coppinga ("JM5 LLC") for the building located at 7676 S. Main Street. Agency staff assessed the application for completion and presented it to the Main Street Façade Improvement Advisory Board ("Advisory Board") for review and recommendations. The Advisory Board's recommendations are now presented to the RDA Board for approval.

The Advisory Board's review of JM5 LLC's proposal determined that the project meets the basic eligibility requirements of the program. Given the impact of the improvements and the budget required, the Advisory Board recommends funding the maximum award amount of \$50,000, not to exceed 50% of the total project cost. Additionally, the Advisory Board recommends conveying an easement on the funded improvements to the Redevelopment Agency of Midvale City for a term of 10 years.

Agency staff is now seeking authorization from the RDA Board to execute the agreement based upon the terms outlined in the attached term sheet.

FISCAL IMPACT:

The current program budget is \$175,000. If approved, the RDA will provide funds up to \$50,000 as a reimbursement to JM5 LLC. This will bring the overall budget for the Main Street Façade Improvement Program to \$125,000 for FY 2025.

RECOMMENDED MOTION:

"I move that we suspend the rules¹ and adopt Resolution No. 2024-31RDA approving the term sheet for a grant agreement between the Redevelopment Agency of Midvale City and JM5 LLC for participation in the Main Street Façade Improvement Program."

¹ The reason we ask to suspend the rules is the owner is ready to begin the improvements and RDA staff believes these overall improvements will continue to improve the street and drive more traffic to the already established businesses.

ATTACHMENTS:

Resolution No. 2024-31RDA

7676 S. Main Street Term Sheet

7676 S. Main Street Application

RDA Assessment of 7676 S. Main Street Application

THE REDEVELOPMENT AGENCY OF MIDVALE CITY, UTAH
RESOLUTION NO. 2024-31RDA

A RESOLUTION APPROVING A TERM SHEET FOR A GRANT AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF MIDVALE CITY AND JM5 LLC, C/O MICHAEL FERRO AND JAKE COPINGA FOR PARTICIPATION IN THE MAIN STREET FAÇADE IMPROVEMENT PROGRAM

WHEREAS, the Redevelopment Agency of Midvale City (the "Agency") was created by the Midvale City Council to conduct business and exercise powers under the Utah Redevelopment Agencies Act; and

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

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

WHEREAS, on December 6, 2022, the Agency adopted Resolution 2022-17RDA approving the Main Street Façade Improvement Program (the "Program"); and

WHEREAS, on October 3, 2023, the Agency adopted Resolution 2023-15RDA approving amendments to the Program; and

WHEREAS, JM5 LLC, C/O Michael Ferro and Jake Copinga ("JM5 LLC") own the property located at 7676 S. Main Street and has applied for funding through the Program for improvements to be made on the east facing façade of the building;

WHEREAS, Agency Staff and the Main Street Façade Improvement Advisory Board reviewed the submitted application and provided their recommendations to the Agency Board for approval;

WHEREAS, the Agency believes that the funds provided to JM5 LLC to support façade improvements will contribute to the revitalization of the Midvale Main Street CDA Project Area.

NOW THEREFORE BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF MIDVALE CITY that the board of directors does hereby approve the term sheet for a grant agreement with JM5 LLC and authorizes the chief administrative officer to execute the grant agreement within the parameters of the term sheet, subject to such other terms and conditions as recommended by Agency's legal counsel.

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

Marcus Stevenson
Chief Administrative Officer

Matt Dahl
Executive Director

ATTEST:

Rori L. Andreason, MMC
Secretary

| Voting by the RDA Board | “Aye” | “Nay” |
|-------------------------|-------|-------|
| Bonnie Billings | _____ | _____ |
| Paul Glover | _____ | _____ |
| Heidi Robinson | _____ | _____ |
| Bryant Brown | _____ | _____ |
| Dustin Gettel | _____ | _____ |

Midvale City Redevelopment Agency

Term Sheet for Main Street Façade Improvement Grant

| | |
|-----------------------------------|--|
| Grantee: | JM5 LLC, C/O Michael Ferro and Jake Copinga |
| Grantor: | Redevelopment Agency of Midvale City (Agency) |
| Project Location | 7676 Main St. Midvale, UT 84047 |
| Maximum Grant Amount: | \$50,000 |
| Payment: | The grant award amount shall not exceed 50% of the total cost of the improvements to the façade(s) And shall be provided as a reimbursement after all associated work listed on the approved scope of work has been completed. |
| Reimbursement Payment Conditions: | <ol style="list-style-type: none"> 1. Upon completion of the project, the applicant shall request a final walk-through with Agency staff to confirm construction was completed in the manner approved by the Main Street Advisory Board. 2. To obtain reimbursement, the applicant shall: <ol style="list-style-type: none"> a. Submit a Façade Program Reimbursement Request Form and IRS Form W-9. The request shall be accompanied by billing documentation including, but not limited to, invoices, receipts, release of liens, photos of the finished work, and affidavits. b. Execute an easement with the RDA based on the terms approved by the RDA Board. |
| Liability | The City of Midvale and the Agency assume no liability for any work that is done pursuant to this program. The applicant agrees to hold both the City of Midvale and the Agency harmless from all liability claims. |
| Easement | Upon completion of the project and prior to receiving a reimbursement the Property owner shall convey an easement on the façade to the Agency to be held for a term of 10 years. |
| Use of Proceeds | <p>Grant funding shall only be used for the following improvements:</p> <ol style="list-style-type: none"> 1. Demolition of the front entry and storefront 2. Installation of a new front façade 3. Installation of two entry doors to be recessed per applicable codes 4. New entryway landings 5. Installation of a concrete step 6. New windows and storefront 7. Brick repair and new paint on the top and sides of glass storefront 8. New plaster on recessed ceiling and on the steel beam above the store front. 9. New paint on center beam to match black store front 10. New exterior lighting 11. New exterior hardware 12. Tile installation on lower wall of glass storefront 13. All improvements shall comply with Form Based Code, Building Code and all other applicable codes. |
| Maintenance | Grantee agrees to maintain and keep in good repair the façade or improvements. This will ensure that any improvements funded by the RDA will remain in good condition and repair regardless of change in ownership. |
| Indemnification | The Grantee shall indemnify the Agency and the City from any action or claim caused by the acts of the Owner. |

| | |
|----------------|--|
| Miscellaneous: | <ol style="list-style-type: none"><li data-bbox="505 96 1528 262">1. If the building is currently vacant, the applicant must demonstrate a plan for achieving occupancy and secure a tenant within 12 months of the project completion date with a lease of at least three years. Failure to do so by the applicant will result in the requirement to repay the grant back to the Agency.<li data-bbox="505 262 1528 329">2. Construction on the project must begin within 90 days of final approval. |
|----------------|--|

Main Street Façade Improvement Program Application



1. APPLICANT INFORMATION

Applicant Name: JMS, LLC CFO MULE FERRO + JAKE COPINGA
Mailing Address: S.E. 400 SOUTH SUITE 210.
City/State/Zip: SLC UT 84111
Phone Number: (7) W 801 355-0600 (C) 801 554-3002
Property Address: 7676 S. MAIN
City/State/Zip: MIDVALE, UT

2. SITE INFORMATION

Current Zoning:
Property Address: 7676 S. MAIN
City/State/Zip: MIDVALE, UT
Legal Description:
Property Owner: JMS LLC
Current Use: VACANT
(i.e. Retail, Restaurant, Vacant)

3. PROJECT INFORMATION

Estimated Cost of total project: \$ 160,448.12
Grant Funds Requested: \$ MAX AMOUNT

Briefly describe the proposed façade improvement and timeframe:
REPLACE OLD STOREFRONT WITH NEW.
ADD DOUBLE ENTRY FOR 2 TENANTS TO PROVIDE FLEXIBILITY.
PATCH + REPAIR EXISTING BRICK + PAINT IT
REPLACE ALL SIDE ENTRIES + WINDOWS
RESTORE PEARL FACADE FOR PEARL TENANT SPACE
PATCH + PAINT BLDG + UPGRADE PERMIT FOR SAFETY.

Briefly describe how the proposed improvements will contribute to the overall revitalization of Midvale's Main Street:
THIS BUILDING IS NOT HABITABLE IN ITS EXISTING STATE. THESE FUNDS WILL ALLOW US TO LEASE TO TENANTS WHO WILL BRING VITALITY AND THE BASS TO THE AREA. IT WILL ALSO INCREASE THE VALUE OF SURROUNDING PROPERTIES.

4. REQUIRED DOCUMENTATION

- Provide detailed description of exterior changes including materials, colors and dimensions
- Proposed rehabilitation renderings and elevations
- Current and historic photos of the building, if applicable
- Detailed project budget
 - Two written cost estimates describing the cost of the scope of work by licensed construction contractors or contractors appropriate to work being performed.
- General information on project financing or other such information showing feasibility of project
- Copy of Business License, if applicable
- Plan to obtain tenants if building is currently vacant


5. ACKNOWLEDGEMENT

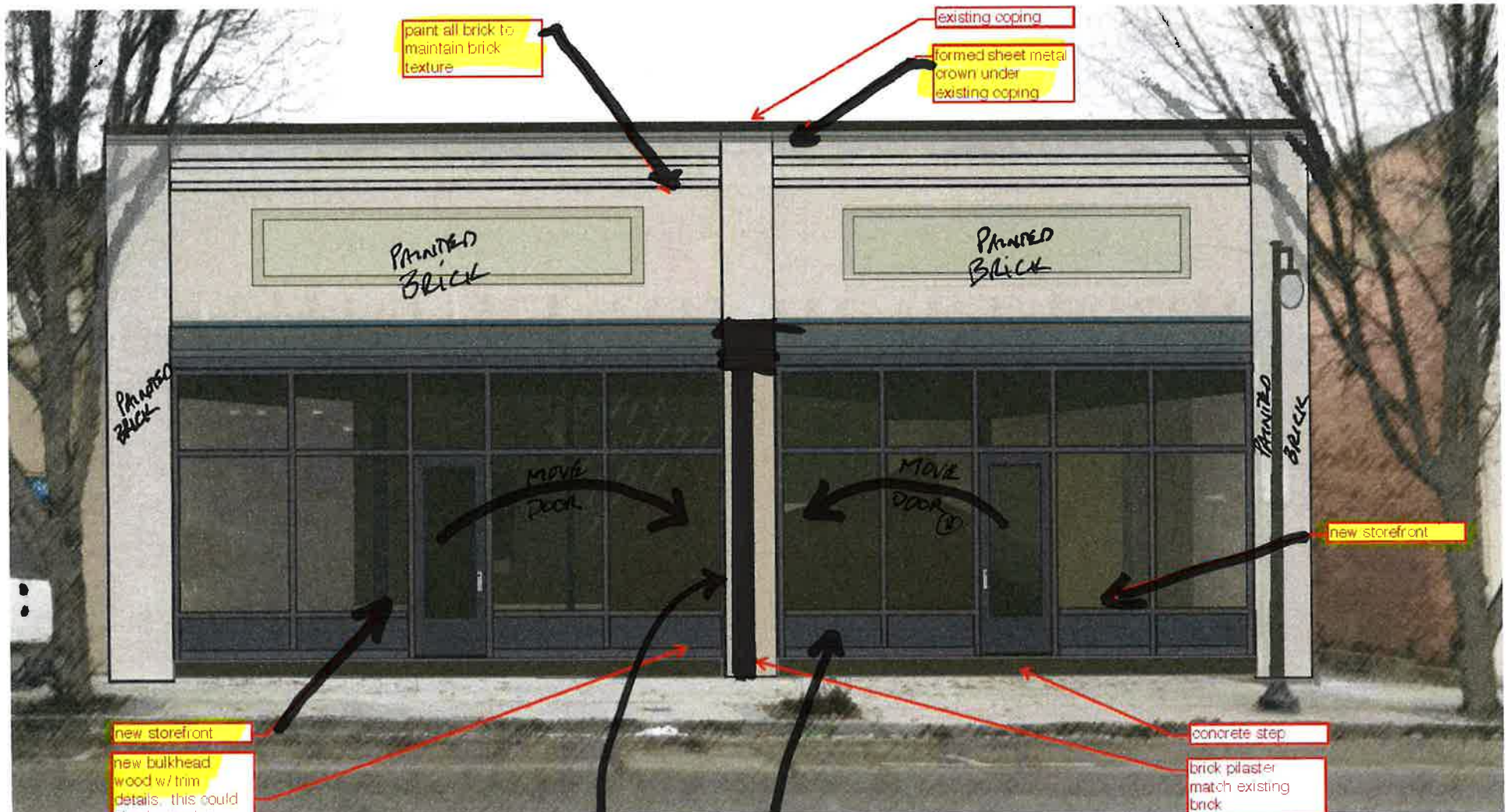
I have read and understand the Application form and accompanying Program Overview.

The Redevelopment Agency of Midvale City's acceptance of this application does not obligate the Agency to enter into a grant agreement, to pay any costs incurred in its preparation, to participate in subsequent negotiation, or to contract for any services or materials purchased pertaining to the project

I certify that all the information contained in this application and any attachments is true, correct, and complete to the best of my knowledge

Applicant's signature  _____ Date Submitted ___/___/___

Owner's Signature:  _____ Date Submitted ___/___/___



paint all brick to maintain brick texture

existing coping

formed sheet metal crown under existing coping

PAINTED BRICK

PAINTED BRICK

PAINTED BRICK

PAINTED BRICK

MOVE DOOR

MOVE DOOR

new storefront

new storefront

new bulkhead wood w/ trim details. this could also be powder coated steel panel.

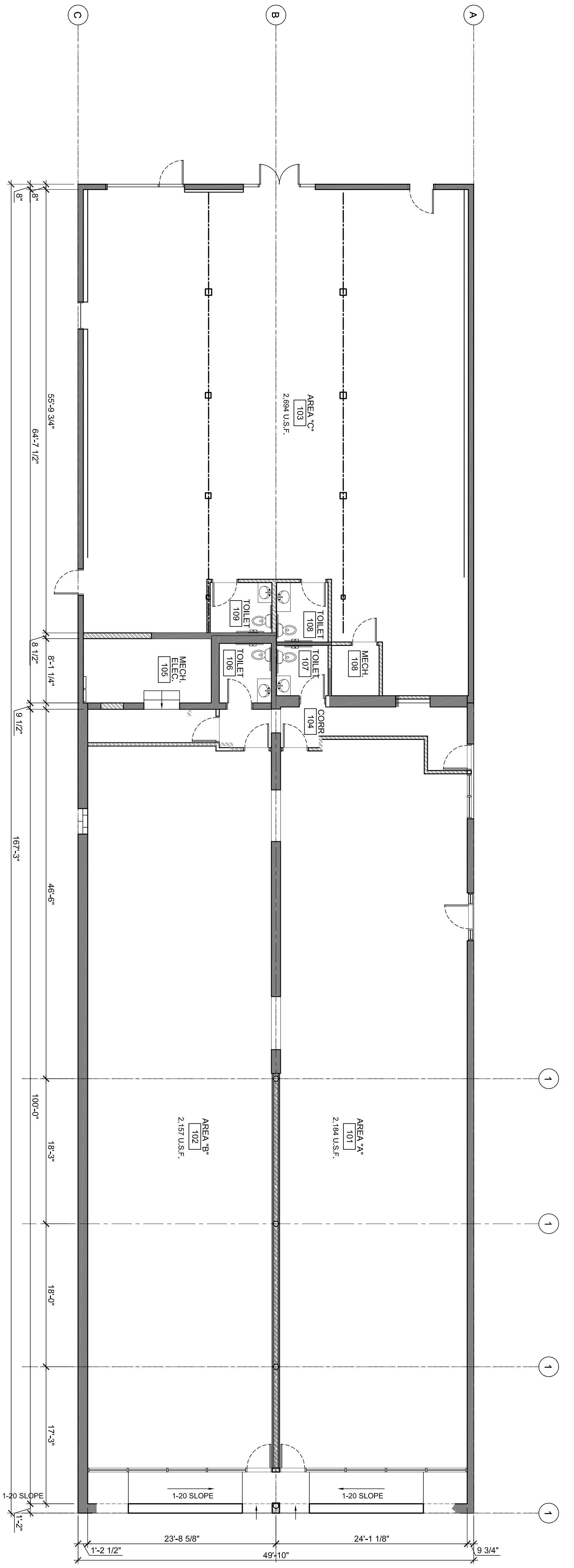
concrete step

brick pilaster match existing brick

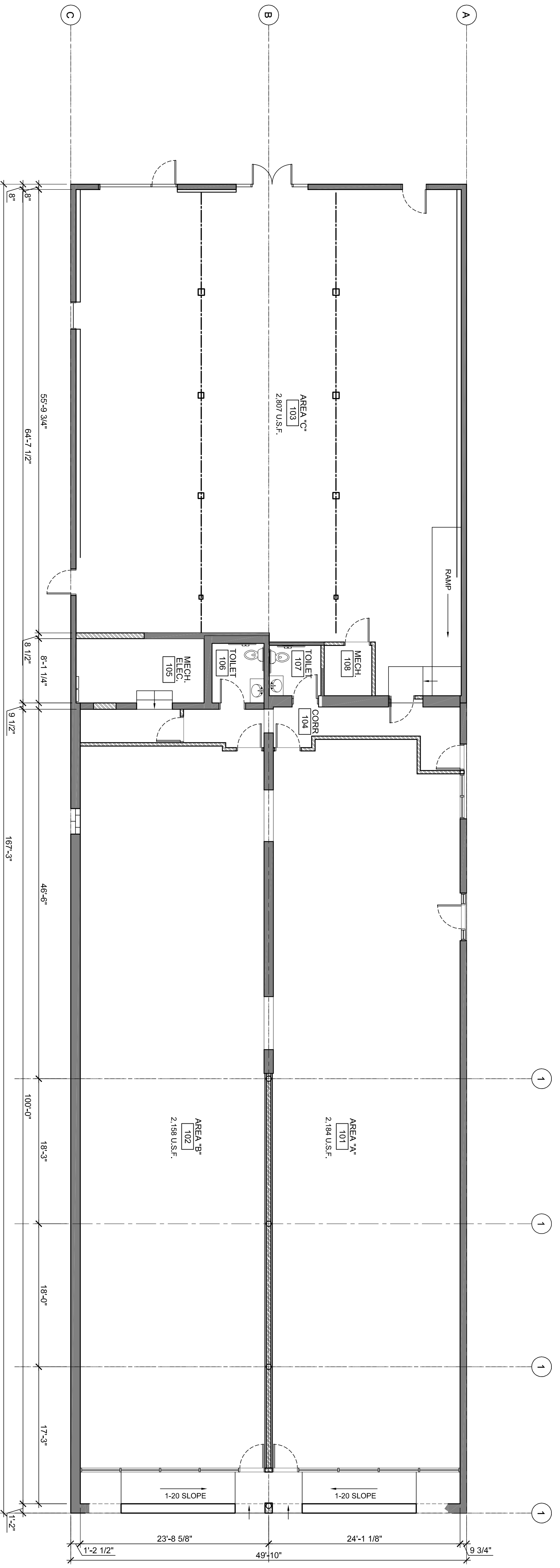
7676 S. MAIN ST. MIDVALE UT.

EXPOSED STEEL COLUMN PAINT TO MATCH STOREFRONT.
TILE OR MERM PANEL

- ⊕ ENTRY DOORS TO HAVE +3" RECESS PER CODE.
- ⊕ EXTERIOR PAINT SW CLASSIC LIGHT BUFF OR SIMILAR



GRID SHEET
OPTION 'A-2'
FLOOR PLAN
 SCALE: 1/8"=1'-0"
 0 5'



GRID SHEET
OPTION 'A-1'
FLOOR PLAN
 SCALE: 1/8"=1'-0"
 0 5'

HEATH CONSTRUCTION

COST ESTIMATE EXTERIOR

Date 10/2/24

Project: 7676 S MAIN, MIDVALE, UT

Architect:

Owner: Mike Ferro & Jake Copinga

| Division | Description | Equip | Mat'l | Labor | Actual | Budget |
|----------|--|-------|-------|-------|----------------|--------------|
| 01901 | DEMOLITION AT ENTRIES & STOREFRONT | | | | 8,675 | 1.05 |
| 02511 | ASPHALT PAVING | | | | 0 | 0.00 |
| 02900 | LANDSCAPE | | | | 0 | 0.00 |
| 03305 | BUILDING CONCRETE | | | | 5,480 | 0.66 |
| 04200 | UNIT MASONRY & POINTING | | | | 8,355 | 1.01 |
| 05100 | STRUCTURAL STEEL FOR ENTRIES | | | | 7,275 | 0.88 |
| 05500 | ORNAMENTAL IRON | | | | 0 | 0.00 |
| 06100 | ROUGH CARPENTRY AT ENTRIES & VESTIBULE | | | | 6,575 | 0.79 |
| 06200 | ROOF FRAMING | | | | 0 | 0.00 |
| 06210 | FLOOR REPAIR | | | | 0 | 0.00 |
| 07210 | BUILDING INSULATION | | | | 0 | 0.00 |
| 07530 | WINDOW REPAIRS | | | | 3,500 | 0.42 |
| 07600 | FLASHING & SHEET METAL | | | | 2,200 | 0.27 |
| 07800 | SKYLIGHTS | | | | 0 | 0.00 |
| 07900 | CAULKING & SEALANTS | | | | 850 | 0.10 |
| 08200 | DOORS AT REAR AND SIDE ENTRIES | | | | 7,170 | 0.86 |
| 08700 | FINISH HARDWARE | | | | 1,500 | 0.18 |
| 08800 | ALUMINUM STOREFRONT | | | | 72,560 | 8.74 |
| 09250 | DRYWALL | | | | 0 | 0.00 |
| 09300 | TILE | | | | 6,725 | 0.81 |
| 09680 | CARPET | | | | 0 | 0.00 |
| 09900 | PAINTING | | | | 12,650 | 1.52 |
| 15000 | HVAC | | | | 0 | 0.00 |
| 15300 | PLUMBING (DEMO & CAPPING) | | | | 500 | 0.06 |
| 16000 | ELECTRICAL FOR EXTERIOR PER CODE | | | | 6,375 | 0.77 |
| | | | | | | 0.00 |
| | Subtotal | | | | 150,390 | 18.12 |
| | Permits | | | | 1,701 | 0.20 |
| | General Conditions | | | | 5,500 | 0.66 |
| | Subtotal | | | | 157,591 | 18.99 |
| | Contractor Fee | 8% | | | 12,607 | 1.52 |
| SF 8300 | Contingency | 3% | | | 4,512 | 0.54 |
| | Total | | | | 174,710 | 21.05 |

Acceptance by:

COWDIN CONSTRUCTION & DEVELOPMENT

905 N Main St Ste D1 • North Salt Lake, UT 84054 • Phone: 385-777-5631

Mike Ferro
Cell: +18015543002

Job Address:
7676 S Main St
Midvale, UT

Print Date: 7-11-2024

P 182 7676 S Main St

| Items | Description | Cost Type | Qty/Unit | Unit Price | Price |
|---|---|-----------|----------|-------------|-------------|
| 11 20 00 - Commercial Equipment | Boomlift | Labor | 1 EA | \$1,398.00 | \$1,398.00 |
| 07 24 00 - Exterior Insulation and Finish Systems | Plaster over existing exterior walls everywhere except brick areas | Labor | 4,750 SF | \$3.50 | \$16,625.00 |
| 10 70 00 - Exterior Specialties | Scrape and powerwash | Labor | 4,750 SF | \$1.00 | \$4,750.00 |
| 02 41 00 - Demolition | Front of building - Demo and dispose of storefront, concrete and facade as needed | Labor | 1 LS | \$6,960.00 | \$6,960.00 |
| 09 90 00 - Painting and Coating | Prime and paint exterior including brick | Labor | 5,826 SF | \$1.70 | \$9,904.20 |
| 02 41 00 - Demolition | Front of building - Sawcut concrete for demo | Labor | 1 LS | \$1,440.00 | \$1,440.00 |
| 03 10 00 - Concrete Forming and Accessories | Front of building - Prep and pour concrete for new entrance | Labor | 1 LS | \$6,120.00 | \$6,120.00 |
| 09 30 00 - Tiling | Front of building - Tile across bottom of openings | Labor | 1 LS | \$4,560.00 | \$4,560.00 |
| 06 11 00 - Wood Framing | Front of building - Frame new facade and entryway. Frame openings for storefront and new brick column to match existing | Labor | 1 LS | \$16,800.00 | \$16,800.00 |
| | Front of building - Add 2 gooseneck lights and can lighting | Labor | 1 LS | \$4,320.00 | \$4,320.00 |

| | | | | | | |
|---|--|-------|------|-------------|-------------|--|
| 26 22 00 - Electrical Rough | | | | | | |
| 04 20 00 - Unit Masonry | Front of building - Masonry repair and exterior finish as needed | Labor | 1 LS | \$7,200.00 | \$7,200.00 | |
| 08 38 00 - Traffic Doors | Rear of building - 10x10 insulated overhead door | Labor | 1 LS | \$9,840.00 | \$9,840.00 | |
| 08 10 00 - Doors and Frames | Demo existing manddoors on each side of building. Frame and install new commercial exterior doors on each side of building | Labor | 1 LS | \$5,280.00 | \$5,280.00 | |
| 08 41 00 - Entrances and Storefronts | Provide and install new storefront on front and rear of building. Dark bronze, low-E glass. Doors, closers, panic bars and thresholds are included in this price | | 1 LS | \$65,250.90 | \$65,250.90 | |

Total Price: \$160,448.10

I confirm that my action here represents my electronic signature and is binding.

Required Owners

**Required Owner: Mike Ferro
Has Not Signed Yet**




Outlook

Re: 7676 S Main Facade Grant

From Michael Ferro <ferro@iproperties.com>

Date Mon 11/4/2024 2:12 PM

To Kate Andrus <kandruss@midvaleut.gov>; jake@iproperties.com <jake@iproperties.com>

 1 attachments (120 KB)

Elevation with Mark-up.pdf;

Kate, here is the elevation with my notes on it. Sorry for the handwritten notes, please let me know if you have any questions or need any additional information.



MICHAEL FERRO *PRINCIPAL BROKER*

INTERNET PROPERTIES.

O: 801.355.0600 | M: 801.554.3002

51 EAST 400 SOUTH, SUITE 210

SALT LAKE CITY, UTAH 84111

IPROPERTIES.COM | FERRO@IPROPERTIES.COM

From: Kate Andrus <kandruss@midvaleut.gov>

Date: Wednesday, October 30, 2024 at 2:07 PM

To: Michael Ferro <ferro@iproperties.com>

Subject: Re: 7676 S Main Facade Grant

If you could mark up the rendering with those details that will be great and then I will send the rendering with the responses you provided below to the committee.

Please Note: Midvale City's domain has changed from .com to ut.gov. My new email address is kandruss@midvaleut.gov.



Kate Andrus

She/Her

RDA Program Manager

Midvale City 801-567-7260

7505 S. Holden Street

Midvale, UT 84047

From: Michael Ferro <ferro@iproperties.com>
Sent: Wednesday, October 30, 2024 11:48 AM
To: Kate Andrus <kandrus@midvaleut.gov>
Cc: Wendelin Knobloch <wknobloch@midvaleut.gov>
Subject: Re: 7676 S Main Facade Grant

Please see responses below.

Michael Ferro
Principal Broker
InterNet Properties, Inc
M 801.554.3002
ferro@iproperties.com

From: Kate Andrus <kandrus@midvaleut.gov>
Sent: Wednesday, October 30, 2024 10:35 AM
To: Michael Ferro <ferro@iproperties.com>
Cc: Wendelin Knobloch <wknobloch@midvaleut.gov>
Subject: 7676 S Main Facade Grant

Good Morning,

Thank you again for taking the time to meet with us yesterday. As mentioned in the meeting, here is the link to the Main Street form based code: <https://midvale.municipal.codes/Code/17-7-11>. If you have any questions regarding this code please reach out to Wendelin at **wknobloch@midvaleut.gov** .

In addition, the committee had a few questions they wanted to follow up on with regards to the design.

1. As it pertains to the entry way doors, the committee wanted to verify which set of plans you are using to proceed. Is it option B or A101/A201 (Both are attached). The committee wants to ensure that the doors are set back per form base code (linked above) and that it meets ADA standards for pull doors (18 inches). THE DOORS WILL BE WHERE PLACED AS SHOWN IN OPTION B, HOWEVER THEY WILL BE SET BACK APPROXIMATELY 3'-6" AS SHOWN ON THE DETAIL. THEY WILL ALSO BE ADA ACCESSABLE PER CODE.
2. In addition they are wondering how many panels of windows will there be. The designs show a different amount. NOT REALLY SURE, THIS WILL BE DETERMINED BY THE GLASS CONTRACTOR, BUT WE ARE ASSUMING APPROXIMATELY 10.
3. They also are hoping to get a more detailed rendering with specifics on materials. In essence in looking at the rendering it was hard to tell what material was where.
 - a. What will be brick TOP AND SIDES OF GLASS WILL BE BRICK. AREA BELOW GLASS WILL BE TILE.
 - b. What is going to be plaster CEILING OF RECESS AND THE STEEL BEAM ABOVE THE STOREFRONT GLASS.
 - c. Will the center beam remain brick or will it be steel. STEEL ROUND COLUMN PAINTED BLACK TO MATCH STOREFRONT FRAME.
 - d. Is the color going to be beige-like as depicted in the rendering. HAVENT DETERMINED EXACT COLOR BUT WE ANTICIPATE IT BEING A SHADE OF WHITE, LIKELY SHERWIN WILLIAMS "CLASSIC LIGHT BUFF" OR SIMILAR.
 - e. Where is the tile located. AT THE SHORT WALL BELOW THE GLASS WHERE IT IS CURRENTLY STONE. WE MAY USE TILE ON THE FLOOR OF THE RECESSES AT THE ENTRY BECAUSE

IT IS EASY TO HOSE OFF AND KEEP CLEAN. THE HOMELESS WILL LIKELY USE THIS SHELTERED AREA TO SLEEP EAT AND OTHER THINGS. WE FOUND THIS TO BE AN ISSUE WITH MOST ENTRY RECESS AREAS AND ITS JUST SOMETHING WE HAVE TO DEAL WITH.

4. I CAN MARK UP THE PLAN TO CLARIFY THESE ITEMS IF YOU LIKE, LET ME KNOW.

THANK YOU

Once I have some clarity on the above items, I will send this to the committee and we can proceed with taking this to the RDA Board for final approval.

If you have any questions about the above items, please reach out and I would be happy to discuss them in further detail.

Best,

Kate

Please Note: Midvale City's domain has changed from .com to ut.gov. My new email address is kandrus@midvaleut.gov.



Kate Andrus

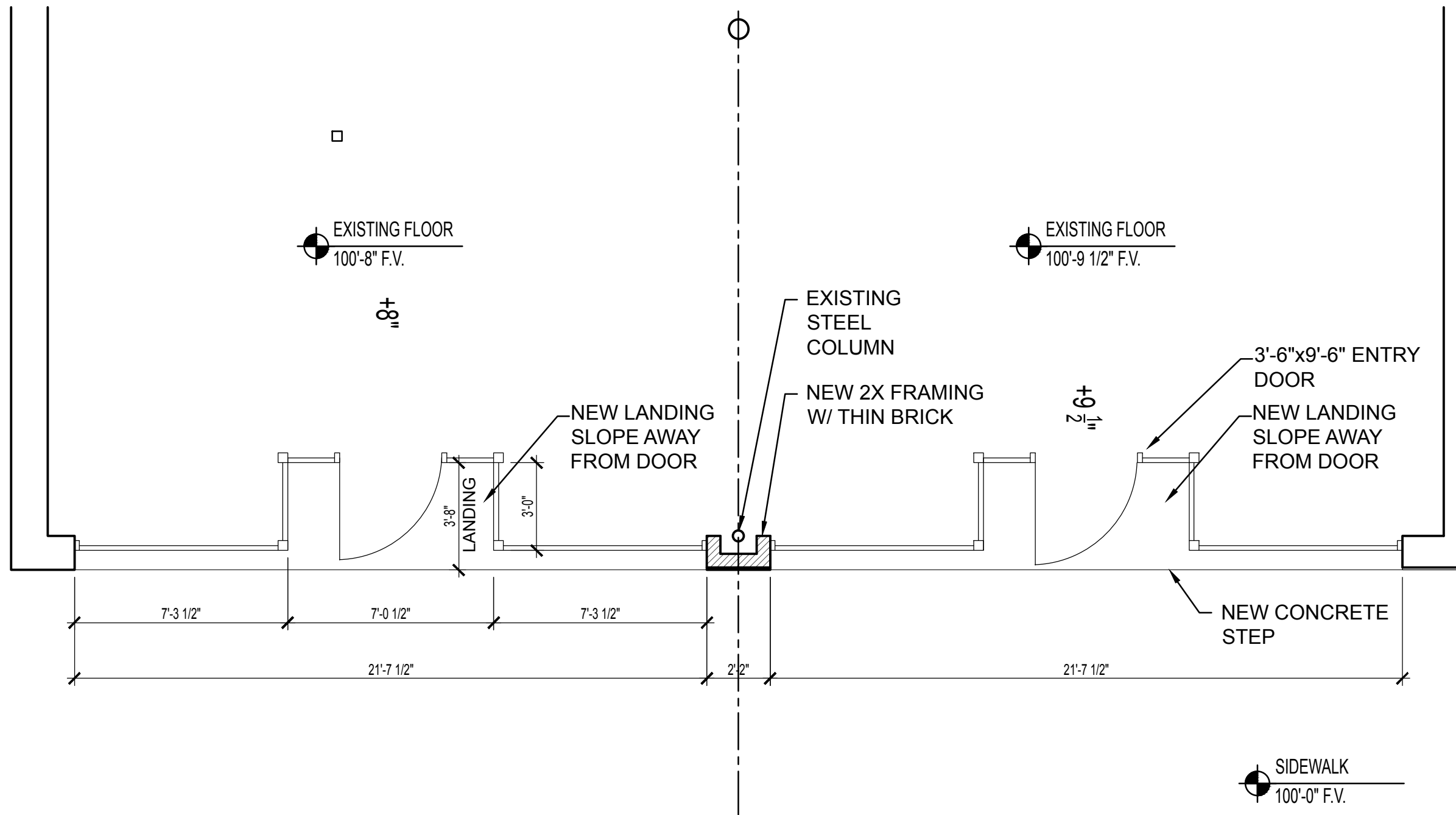
She/Her

RDA Program Manager

Midvale City 801-567-7260

7505 S. Holden Street

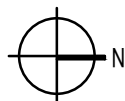
Midvale, UT 84047



1
A1-01

REMODEL PLAN

SCALE: 1/4"=1'-0"



REMODEL PLAN

SCALE: 1/8" = 1'-0"

MAIN ST MIDVALE EXTERIOR REMODEL
7676 SOUTH MAIN ST MIDVALE, UTAH

REVISIONS

PROJECT NO.

DATE:
03/20/19

SHEET:
A1-01



EXISTING STONE COPING TO REMAIN.

NEW FASCIA TRIM PIECE. ENSURE TRIM PIECE AND EXISTING COPING HAVE FLASHING AND SEALANT PROPERLY INSTALLED

EXISTING BRICK DETAIL

EXISTING STEEL BEAM, BEYOND. FURR OUT WITH NEW PTD WOOD OR STEEL FINISH.

EXISTING BRICK VENEER TO BE PAINTED.

NEW STOREFRONT

NEW FRAMING AT 18" H BULKHEAD. COORD. FINISH W/ OWNER AND ARCHITECT

NEW CONCRETE STEP ALONG ENTIRE FRONT

NEW 3'-6" X 9'-6" ENTRY DOOR

EXISTING STEEL COLUMN, BEYOND

NEW WOOD FRAMED PILASTER WITH THIN BRICK VENEER. MATCH WIDTH OF EXISTING BRICK WORK ABOVE.

2 REMODEL ELEVATION
A2-01 SCALE: 1/4"=1'-0"

REVISIONS

PROJECT NO.

DATE:
03/20/19

REMODEL ELEVATION
SCALE: 1/4" = 1'-0"

SHEET:
A2-01

1. **Provide a Noticeable Contribution to Main Street’s Revitalization Efforts:**

These facade improvements will be made to a building constructed in 1915. Situated among other historic buildings that have been renovated, this property will serve as a visual landmark for both current and future tenants on the north side of Main Street. The proposed improvements aim to attract much-needed tenants, transforming a currently vacant and blighted building. The property owner’s objective is to activate the street by attracting tenants.

2. **Be Consistent with the Aspirational Character and Vision for Main Street:**

The restoration of the brick and the installation of architectural elements that reflect the period’s style will directly contribute to the desired look and feel of Main Street.

3. **Support and Enhance Pedestrian Accessibility and Be Pedestrian-Oriented:**

This building is currently vacant and in poor condition, which has hindered efforts to attract potential tenants. The exterior renovations will play a key role in attracting tenant(s) to the building, bringing additional activity to the street.

III. Compliance with Eligibility Requirements

The eligibility requirements outlined in the grant guidelines were carefully reviewed for adherence. This project is in compliance with the following eligibility requirements:

- Applicants must be owners or tenants of real property located within the Main Street CDA.
- Property tax payments must be current.
- Business owners must hold a valid business license, if applicable.
- Applicants must possess and provide proof of ownership. If a tenant, proof of ownership must be verified by the building owner, and a copy of the lease agreement provided to the RDA.
- All building materials used in the improvements to the façade must have a minimum certified life of 30 years.
- All buildings must have commercial activity as their primary purpose, including, but not limited to, traditional retail, specialty shops, services, restaurants and bars, live entertainment, cultural venues, and galleries. Mixed-use buildings will be considered in commercial buildings, provided the commercial use is located on the ground level.
- All improvements must comply with current City zoning and building codes.

IV. Recommendations

Based on the assessment, I recommend approval of the grant application for the east-facing facade of the property located at 7676 S. Main Street. The recommended funding for this

project is \$50,000, which is the maximum available for this project and does not exceed 50% of the total project cost. Based on the funds provided and the longevity of the improvements, I recommend an easement for a term of 10 years.



REDEVELOPMENT AGENCY OF MIDVALE CITY

Meeting Date: November 12, 2024

ITEM TYPE: Action

SUBJECT: Consider **Resolution No. 2024-32RDA** approving the term sheet between the Redevelopment Agency of Midvale City and Hive Holding Design LLC for participation in the Main Street Façade Improvement Program.

SUBMITTED BY: Kate Andrus, RDA Program Manager

SUMMARY:

Agency staff received an application for funding through the Façade Improvement Grant Program from Hive Holding Group LLC for the building located at 7711 S. Main Street. Agency staff assessed the application for completion and presented it to the Main Street Façade Improvement Advisory Board ("Advisory Board") for review and recommendations. The Advisory Board's recommendations are now presented to the RDA Board for approval.

The Advisory Board's review of Hive Holdings Group LLC's proposal determined that the project meets the basic eligibility requirements of the program. Given the impact of the improvements and the budget required, the Advisory Board recommends funding the maximum award amount of \$50,000, not to exceed 50% of the total project cost. Additionally, the Advisory Board recommends conveying an easement on the funded improvements to the Redevelopment Agency of Midvale City in perpetuity.

Agency staff is now seeking authorization from the RDA Board to execute the agreement based upon the terms outlined in the attached term sheet.

FISCAL IMPACT:

The current program budget is \$175,000. If approved, the RDA will provide funds up to \$50,000 as a reimbursement to Hive Holdings Group LLC. If this grant and the façade grant for JM5 LLC are approved, the overall budget for the Main Street Façade Improvement Program will be \$75,000 for FY 2025.

RECOMMENDED MOTION:

"I move that we suspend the rules¹ and adopt Resolution No. 2024-32RDA approving the term sheet for a grant agreement between the Redevelopment Agency of Midvale City and Hive Holdings Group LLC for participation in the Main Street Façade Improvement Program."

¹ The reason we ask to suspend the rules is the owner is ready to begin the improvements and RDA staff believes these overall improvements will continue to improve the street and drive more traffic to the already established businesses.

ATTACHMENTS:

Resolution No. 2024-32RDA

7711 S. Main Street Term Sheet

7711 S. Main Street Application

RDA Assessment of 7711 S. Main Street Application

THE REDEVELOPMENT AGENCY OF MIDVALE CITY, UTAH
RESOLUTION NO. 2024-32RDA

**A RESOLUTION APPROVING A TERM SHEET FOR A GRANT AGREEMENT BETWEEN THE
REDEVELOPMENT AGENCY OF MIDVALE CITY AND HIVE HOLDINGS GROUP, LLC FOR
PARTICIPATION IN THE MAIN STREET FAÇADE IMPROVEMENT PROGRAM**

WHEREAS, the Redevelopment Agency of Midvale City (the "Agency") was created by the Midvale City Council to conduct business and exercise powers under the Utah Redevelopment Agencies Act; and

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

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

WHEREAS, on December 6, 2022, the Agency adopted Resolution 2022-17RDA approving the Main Street Façade Improvement Program (the "Program"); and

WHEREAS, on October 3, 2023, the Agency adopted Resolution 2023-15RDA approving amendments to the Program; and

WHEREAS, Hive Holdings Group LLC owns the corner property located at 7711 S. Main Street and has applied for funding through the Program for improvements to be made on both the east and north facing façades of the building;

WHEREAS, Agency Staff and the Main Street Façade Improvement Advisory Board reviewed the submitted application and provided their recommendations to the Agency for approval;

WHEREAS, the Agency believes that the funds provided to Hive Holdings Group LLC to support façade improvements will contribute to the revitalization of the Midvale Main Street CDA Project Area.

NOW THEREFORE BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF MIDVALE CITY that the board of directors does hereby approve the term sheet for a grant agreement with Hive Holdings Group LLC and authorizes the chief administrative officer to execute the grant agreement within the parameters of the term sheet, subject to such other terms and conditions as recommended by Agency's legal counsel.

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

Marcus Stevenson
Chief Administrative Officer

Matt Dahl
Executive Director

ATTEST:

Rori L. Andreason, MMC
Secretary

| Voting by the RDA Board | “Aye” | “Nay” |
|-------------------------|-------|-------|
| Bonnie Billings | _____ | _____ |
| Paul Glover | _____ | _____ |
| Heidi Robinson | _____ | _____ |
| Bryant Brown | _____ | _____ |
| Dustin Gettel | _____ | _____ |

Midvale City Redevelopment Agency

Term Sheet for Main Street Façade Improvement Grant

| | |
|-----------------------------------|---|
| Grantee: | Hive Holdings Group LLC |
| Grantor: | Redevelopment Agency of Midvale City (Agency) |
| Project Location | 7711 Main St. Midvale, UT 84047 |
| Maximum Grant Amount: | \$50,000 |
| Payment: | The grant award amount shall not exceed 50% of the total cost of the improvements to the façade(s) And shall be provided as a reimbursement after all associated work listed on the approved scope of work has been completed. |
| Reimbursement Payment Conditions: | <ol style="list-style-type: none"> 1. Upon completion of the project, the applicant shall request a final walk-through with Agency staff to confirm construction was completed in the manner approved by the Main Street Advisory Board. 2. To obtain reimbursement, the applicant shall: <ol style="list-style-type: none"> a. Submit a Façade Program Reimbursement Request Form and IRS Form W-9. The request shall be accompanied by billing documentation including, but not limited to, invoices, receipts, release of liens, photos of the finished work, and affidavits. b. Execute an easement with the RDA based on the terms approved by the RDA Board. |
| Liability | The City of Midvale and the Agency assume no liability for any work that is done pursuant to this program. The applicant agrees to hold both the City of Midvale and the Agency harmless from all liability claims. |
| Easement | Upon completion of the project and prior to receiving a reimbursement the Property owner shall convey an easement on the façade to the Agency to be held in perpetuity. |
| Use of Proceeds | Grant funding shall only be used for the following improvements: <ol style="list-style-type: none"> 1. Fabrication and installation of marquee and blade sign 2. Replacement of lower-level windows 3. New entry door 4. Installation of tile leading to entryway 5. Trim work 6. New concrete work leading up to entryway 7. Tree Removal |
| Maintenance | Grantee agrees to maintain and keep in good repair the façade or improvements. This will ensure that any improvements funded by the RDA will remain in good condition and repair regardless of change in ownership. |
| Indemnification | The Grantee shall indemnify the Agency and the City from any action or claim caused by the acts of the Owner. |
| Miscellaneous: | <ol style="list-style-type: none"> 1. If the building is currently vacant, the applicant must demonstrate a plan for achieving occupancy and secure a tenant within 12 months of the project completion date with a lease of at least three years. Failure to do so by the |

| | |
|--|---|
| | <p>applicant will result in the requirement to repay the grant back to the Agency.</p> <p>2. Construction on the project must begin within 90 days of final approval.</p> |
|--|---|

Main Street Façade Improvement Program Application



1. APPLICANT INFORMATION

Applicant Name: JOHN SIMIANER, PEYTON WUNDERLI
Mailing Address: 2594 W. COUNTRYSIDE LN.
City/State/Zip: WEST JORDAN, UT 84084
Phone Number: (H) 406-548-4792 (C)
Property Address: 7711 S. MAIN ST.
City/State/Zip: MIDVALE, UT, 84047

2. SITE INFORMATION

Current Zoning: MAIN STREET FORM-BASED CODE MS-FBC
Property Address: 7711 S. MAIN STREET
City/State/Zip: MIDVALE, UT 84047
Legal Description: 21253530100000
Property Owner: HIVE HOLDINGS GROUP, LLC
Current Use: THEATER
(i.e. Retail, Restaurant, Vacant)

3. PROJECT INFORMATION

Estimated Cost of total project: \$ 164,048.97
Grant Funds Requested: \$ 50,000

Briefly describe the proposed facade improvement and timeframe:

THE MAIN PART OF THE RENOVATION WILL BE TO ADD A MARQUEE SIGN WITH LETTERBOARDS AND A LARGE BLADE SIGN LIT UP WITH LED NEON. THE MARQUEE AND SIGN WILL ADVERTISE THE THEATER AND ACT AS A BILLBOARD FOR UPCOMING SHOWS. WE WILL ALSO REPLACE THE FRONT DOORS WITH FULL LITE VERSIONS FOR VISIBILITY TO THE STREET AND VISIBILITY IN FROM PEOPLE ON THE STREET. WE WILL ALSO BE REPLACING OUR LARGE WINDOWS WITH OPERABLE FOLDING WINDOWS SO THAT WE CAN SERVE PATRONS OUT THE WINDOWS DURING CITY EVENTS OR FUTURE FESTIVALS. AS PART OF THE PROJECT, WE WILL ALSO PLAN ON REMOVING THE TWO TREES THAT BLOCK THE VIEW OF THE SIGN. THIS WILL ALLOW FOR MORE VISIBILITY FROM CENTER ST. AS WELL AS VISIBILITY DOWN MAIN. WE ALSO PLAN ON DEMOLISHING AND REPLACING THE SIDEWALK WITH NEW CONCRETE THAT HAS SPARKLE AGGREGATE; THIS WILL ADD TO THE CURB APPEAL AND WORK WITH THE LIGHTS IN THE MARQUEE TO FURTHER ACTIVATE THE STREETScape. INLAID WITHIN THE NEW CONCRETE DESIGN, WE WILL ADD TILE AT OUR ENTRY DOORS WITH "THE PEARL" WRITTEN OUT IN TILE.

- PROJECT WILL BE COMPLETED IN ROUGHLY TWO MONTHS

Briefly describe how the proposed improvements will contribute to the overall revitalization of Midvale's Main Street:

WE SEE THE THEATER AS A VITAL "ANCHOR" FOR MAIN STREET. THE THEATER WILL HELP TO ACTIVATE THE STREET, BRINGING PATRONS TO MAIN STREET DURING CRUCIAL HOURS FOR RESTAURANTS AND OTHER RETAIL SPACES. THIS FACADE RENOVATION WILL ESTABLISH THE THEATER AS A SORT OF GATEWAY TO MAIN STREET ON THE SOUTH END OF THE STREET AND WILL HELP TO PULL VISITORS OFF OF CENTER STREET. WE FEEL THE IMPROVED FACADE WILL ADD TO THE LEGITIMACY OF OUR VENUE AND WILL ALLOW US TO BOOK LARGER ARTISTS AND DRAW LARGER CROWDS.

THE DESIGN OF THE SIGN IS A NOD TO THE HISTORIC NATURE OF THE THEATER AND REFLECTS PREVIOUS ITERATIONS OF MARQUEE AND SIGNAGE THAT THE THEATER HAS HAD IN THE PAST. THE SIGN WILL ADD LIGHT AND VITALITY TO THE STREET AND WILL HELP WITH THE OVERALL EFFORT TO BRIGHTEN THE STREET AND MAKE IT FEEL MORE SAFE FOR PATRONS.

4. REQUIRED DOCUMENTATION


- Provide detailed description of exterior changes including materials, colors and dimensions
- Proposed rehabilitation renderings and elevations
- Current and historic photos of the building, if applicable
- Detailed project budget
 - Two written cost estimates describing the cost of the scope of work by licensed construction contractors or contractors appropriate to work being performed.
- General information on project financing or other such information showing feasibility of project
- Copy of Business License, if applicable
- Plan to obtain tenants if building is currently vacant

5. ACKNOWLEDGEMENT

I have read and understand the Application form and accompanying Program Overview.

The Redevelopment Agency of Midvale City's acceptance of this application does not obligate the Agency to enter into a grant agreement, to pay any costs incurred in its preparation, to participate in subsequent negotiation, or to contract for any services or materials purchased pertaining to the project

I certify that all the information contained in this application and any attachments is true, correct, and complete to the best of my knowledge

Applicant's signature  _____ Date Submitted **11/5/2024**

Owner's Signature: _____ Date Submitted ___/___/___



November 5, 2024

Pearl on Main Renovation Project Description

We have built out a plan to update the facade of the theater. The main part of the renovation will be to add a marquee sign with letterboards and a large blade sign lit up with LED neon. The marquee and sign will advertise the theater and act as a billboard for upcoming shows. We will also replace the front doors with full lite versions for visibility to the street and visibility in from people on the street. We will also be replacing our large windows with operable folding windows so that we can serve patrons out the windows during city events or future festivals. As part of the project, we will also plan on removing the two trees that block the view of the sign. This will allow for more visibility from Center St. as well as visibility down Main. We also plan on demolishing and replacing the sidewalk with new concrete that has sparkle aggregate; this will add to the curb appeal and work with the lights in the marquee to further activate the streetscape. Inlaid within the new concrete design, we will add tile at our entry doors with "The Pearl" written out in tile.

Our estimate is that the project will be completed in roughly two months.

Sincerely,

A handwritten signature in dark ink, appearing to read 'J. Simianer', is written over a light blue horizontal line.

The Pearl on Main, LLC

John Simianer

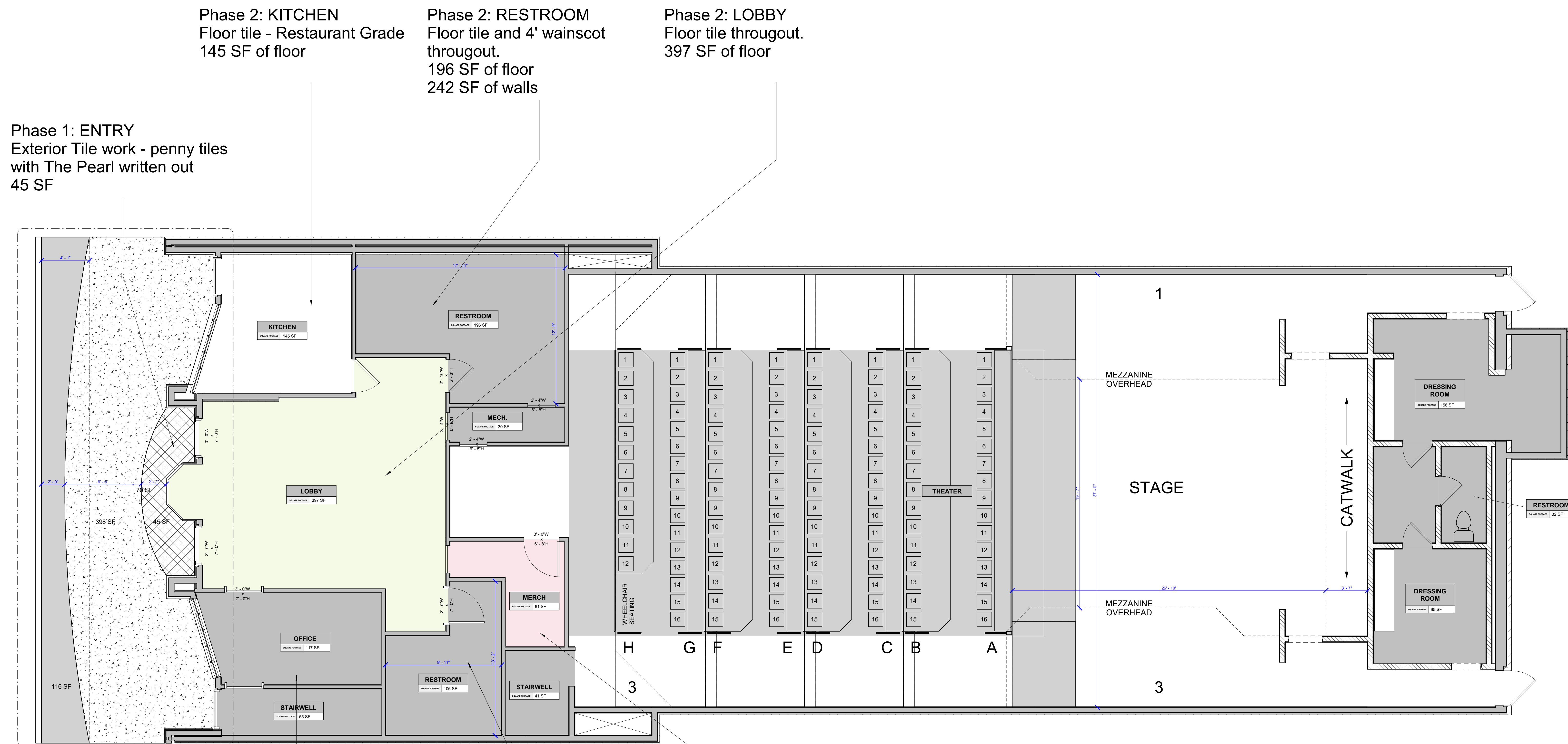
Owner

7711 S. Main Renovation

PROJECT Budget

\$164,048.97

| Item | Amount |
|--------------------------------|---------------------|
| Marquee and Blade Sign | \$120,510.38 |
| Concrete Work | \$18,930.00 |
| Lower Floor Window Replacement | \$12,223.91 |
| Entry Door Replacement | \$7,634.68 |
| Exterior Tile Work | \$2,350.00 |
| Tree Removal | \$1,000.00 |
| Trim Work | \$1,400.00 |
| Total | \$164,048.97 |



Phase 1: ENTRY
Exterior Tile work - penny tiles
with The Pearl written out
45 SF

Phase 2: KITCHEN
Floor tile - Restaurant Grade
145 SF of floor

Phase 2: RESTROOM
Floor tile and 4' wainscot
throughout.
196 SF of floor
242 SF of walls

Phase 2: LOBBY
Floor tile throughout.
397 SF of floor

Phase 2: OFFICE
Floor tile - Restaurant Grade
117 SF of floor

Phase 2: RESTROOM
Floor tile and 4' wainscot
throughout.
106 SF of floor
184 SF of walls

Phase 2: MERCH.
Floor tile - Restaurant Grade
61 SF of floor

1 THEATER FLOOR PLAN
1/4" = 1'-0"

PROJECT 21-017
ISSUE DATE AUGUST 2022

PROJECT ADDRESS
THE PEARL ON MAIN
7711 S. MAIN STREET
MIDVALE, UT 84047

SHEET NAME
GROUND LEVEL FLOOR PLAN
SHEET # **A0.1**

STAMP
REVISIONS

CONSULTANT



SIGN PACKAGE FOR

PEARL THEATER / HIVE DESIGN GROUP

PRESENTED BY





CENTER STREET

MAIN STREET



NFP

SALES _____ DESIGNER _____ PRINT DEPT _____ SHOP PRODUCTION _____ INSTALL MANAGER _____



2236 S. 3270 W.
Salt Lake City, UT
Phone: 801-972-5101
Fax: 801-972-2530
www.impact-signs.com

Copyright © 2022
This drawing is provided for the purpose of illustrating the proposed project. Unauthorized use, copying, scanning or sharing is strictly prohibited & protected by law. Customer responsible for providing electrical service to sign. Impact Signs will not be held liable for any underground damage during excavations. Colors depicted may not match actual colors on finished product. This drawing is property of IMPACT SIGNS All rights reserved.



CUSTOMER APPROVAL _____ DATE _____

PEARL THEATER

| | | | | | |
|---|--|--------------|----------|--------------|----------------|
| CLIENT INFO | | DRAWING INFO | | DRAWING No | REVISION No |
| Hive Group Design 7711 South Main Midvale, UT 84047 | | Site Map | | 0.1 | R3 |
| Peyton Wunderli 801-824-6632 | | SALES | DESIGN | | |
| | | Billy B. | JUSTIN R | 2022.05.26 | SCALE AS NOTED |
| | | | | SHEET 1 of 7 | 2022.10.26 |

SIGN 1

CANOPY MARQUEE SIGN

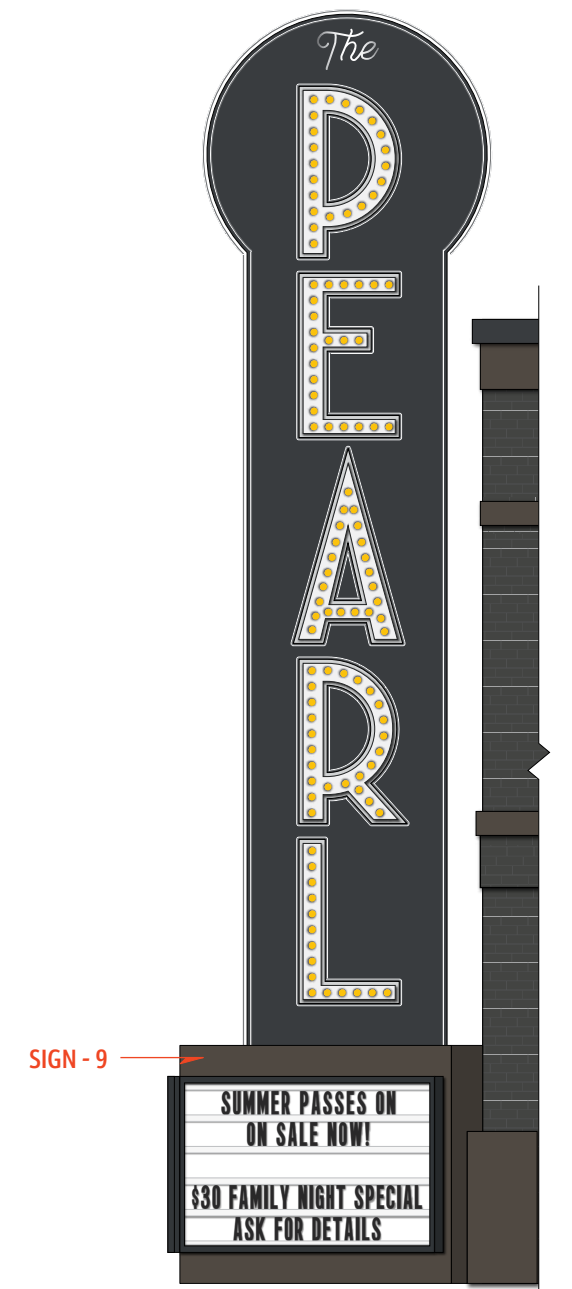
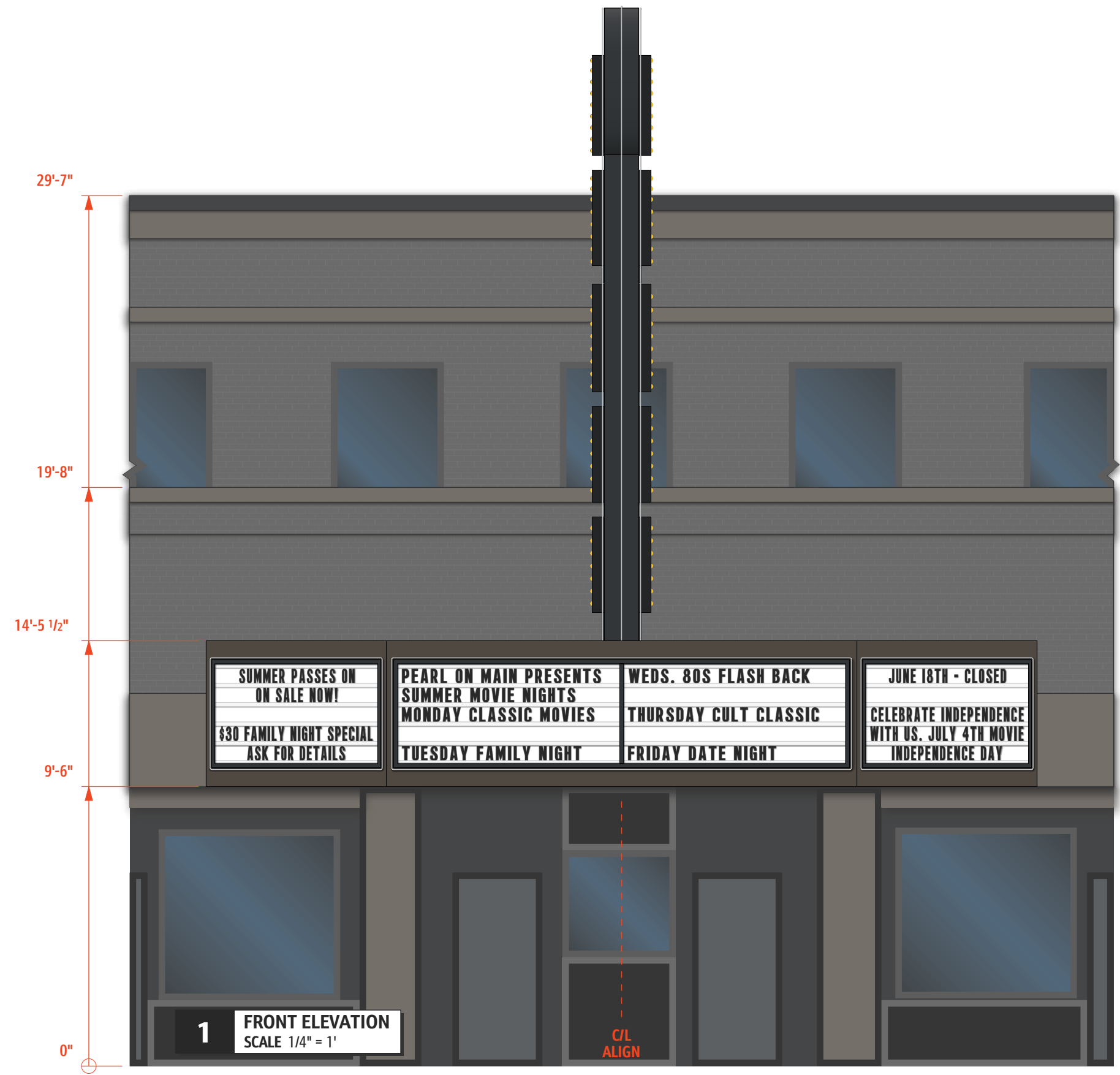
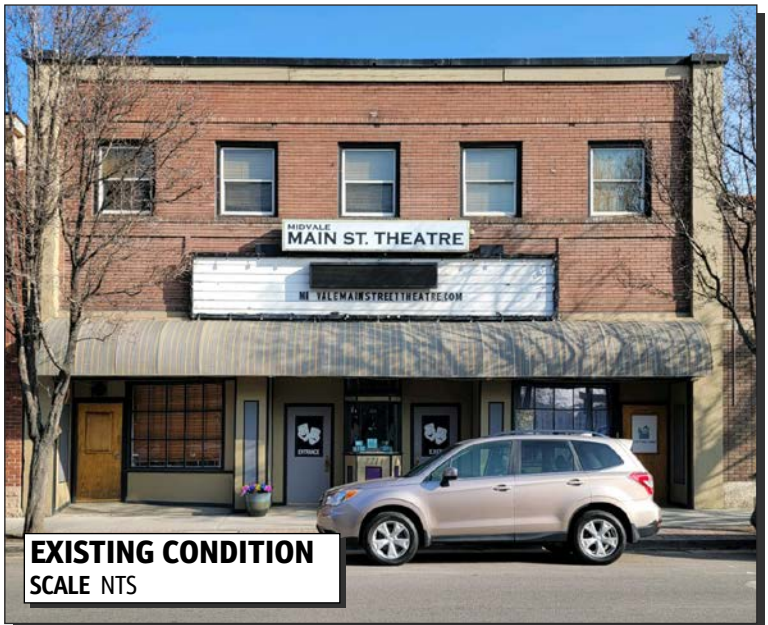
THEATER CANOPY w/ MARQUEE LETTER BLADE SIGN

MANUFACTURE & INSTALL
ONE [1] ILLUM. CANOPY w/ S/F READER BOARDS & CHANGEABLE LETTERS.

MANUFACTURE & INSTALL
ONE [1] BLADE SIGN w/ ILLUM. MARQUEE CHANNEL LETTERS.

A CANOPY w/ **THREE [3]** INTERNALLY ILLUMINATED CABINETS, WHITE POLYCARBONATE FACES w/ 5 LINES OF 6" on 8" CHANGEABLE LETTERS ; LED EDISON [or similar] BULBS IN GRID PATTERN UNDERNEATH CANOPY

B BLADE SIGN w/ MARQUEE PAN CHANNEL LETTERS



NFP



2236 S. 3270 W.
Salt Lake City, UT
Phone: 801-972-5101
Fax: 801-972-2530
www.impact-signs.com

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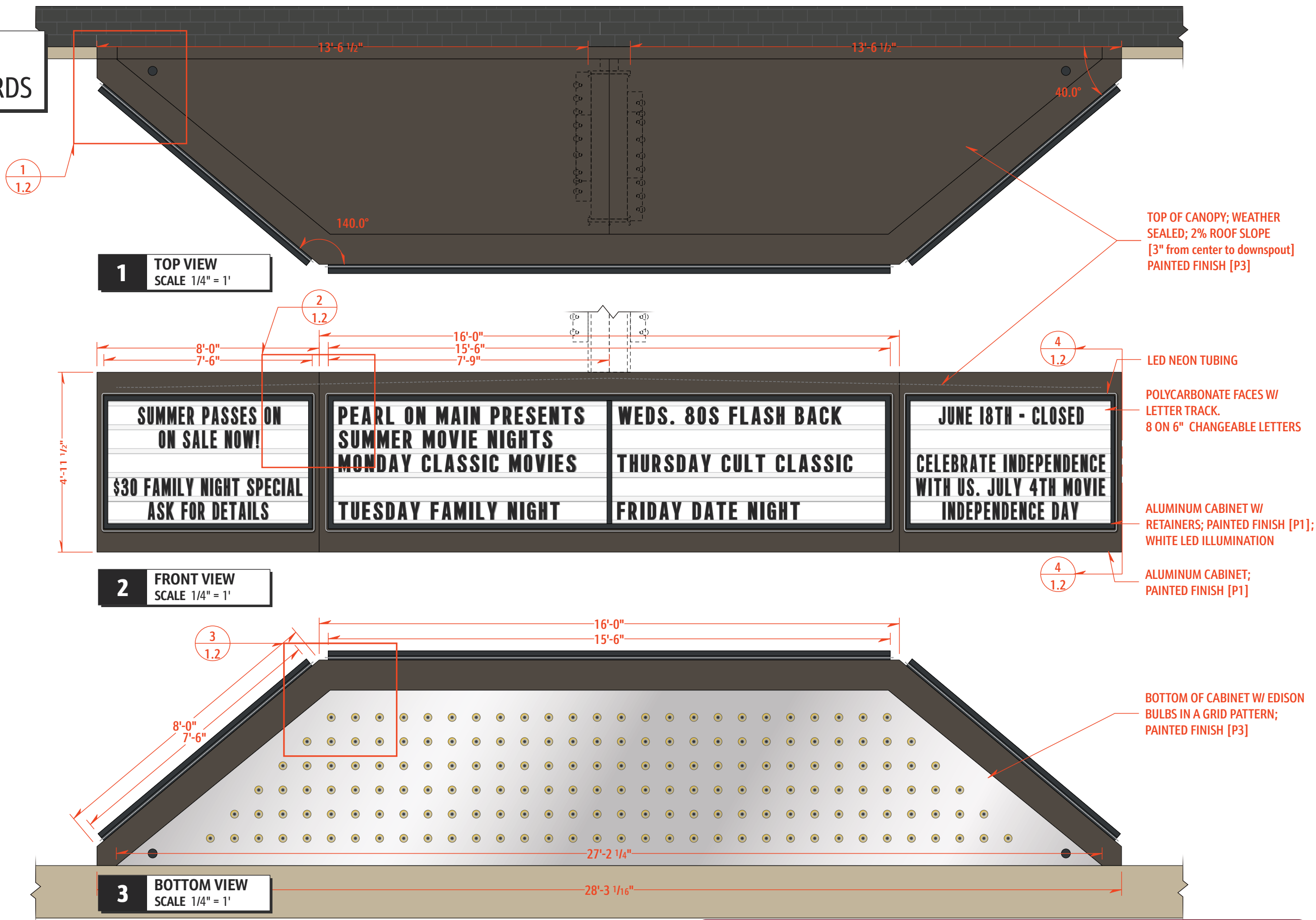
CUSTOMER APPROVAL _____ DATE _____

PEARL THEATER

| | | | | | |
|--|----------|--|--|---|---------------------------------------|
| CLIENT INFO Hive Group Design 7711 South Main Midvale, UT 84047 Peyton Wunderli 801-824-6632 | | DRAWING INFO Elevations Reader Board Canopy & Marquee Blade Sign SCALE AS NOTED ORIG. DATE 2022.05.26 | | DRAWING No <h1>1.0</h1> SHEET 2 of 7 | REVISION No <h1>R3</h1> 2022.10.26 |
| SALES | DESIGN | ORIG. DATE | | | |
| Billy B. | JUSTIN R | 2022.05.26 | | | |

SIGN 1A

CANOPY w/ READER BOARDS



NFP



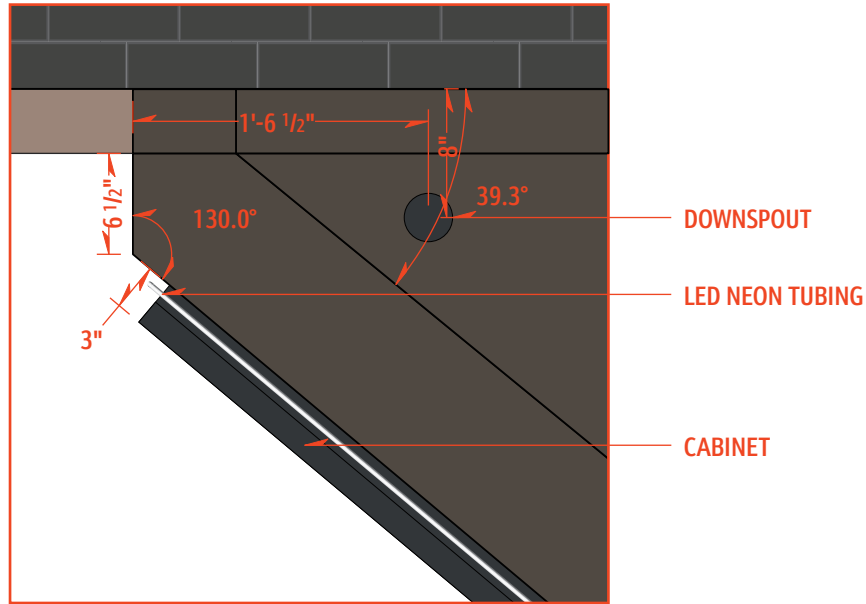
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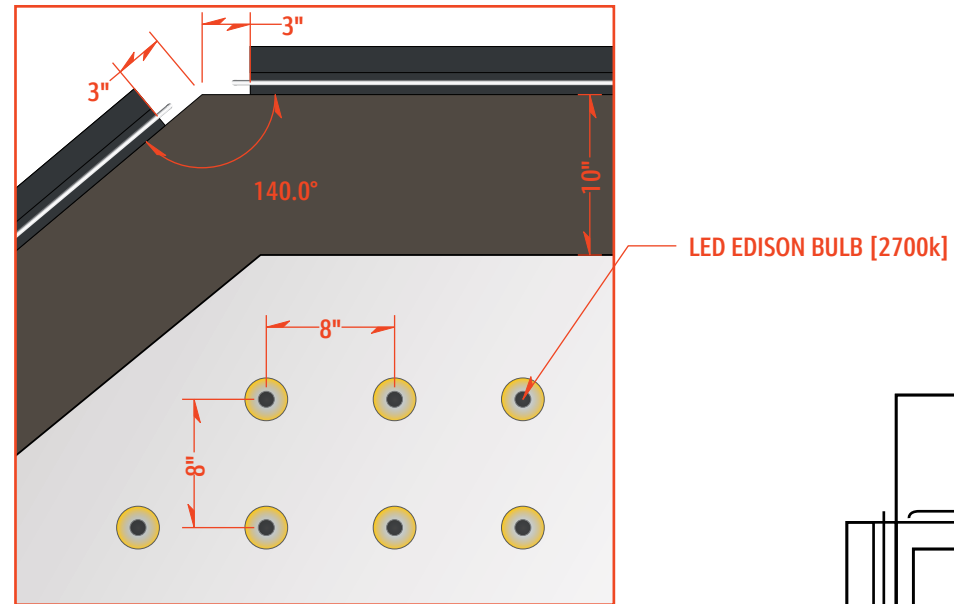
CUSTOMER APPROVAL _____ DATE _____

| | | | | | |
|--|-----------|--|--------------|----------------|--|
| PEARL THEATER | | DRAWING No | | REVISION No | |
| CLIENT INFO | | DRAWING INFO | | SCALE AS NOTED | |
| Hive Group Design 7711 South Main Midvale, UT 84047 Peyton Wunderli 801-824-6632 | | Canopy Sign Plan & Elevation Views w/ callouts. | | 1.1 R3 | |
| SALES | DESIGN | ORIG. DATE | SHEET 3 of 7 | | |
| Billy B. | JUSTIN R. | 2022.05.26 | 2022.10.26 | | |

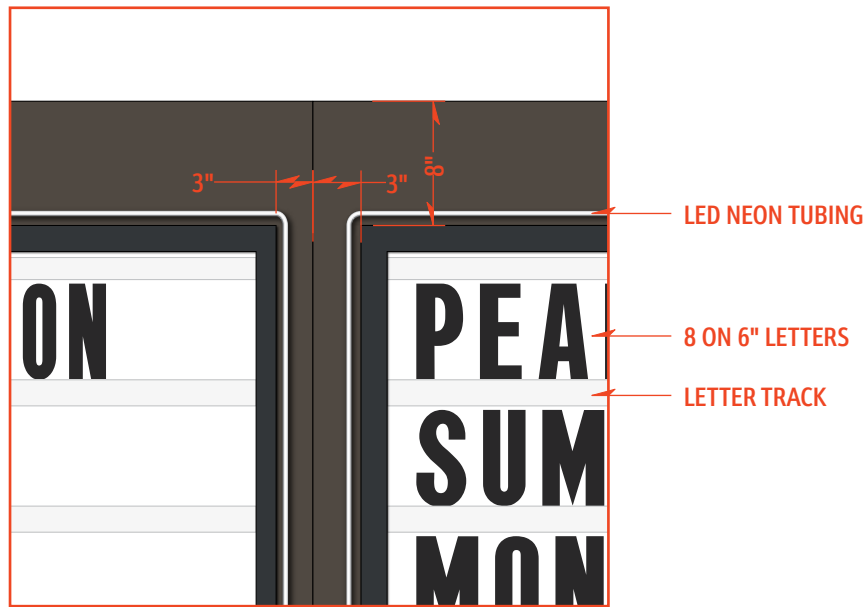
SIGN 1A DETAILS



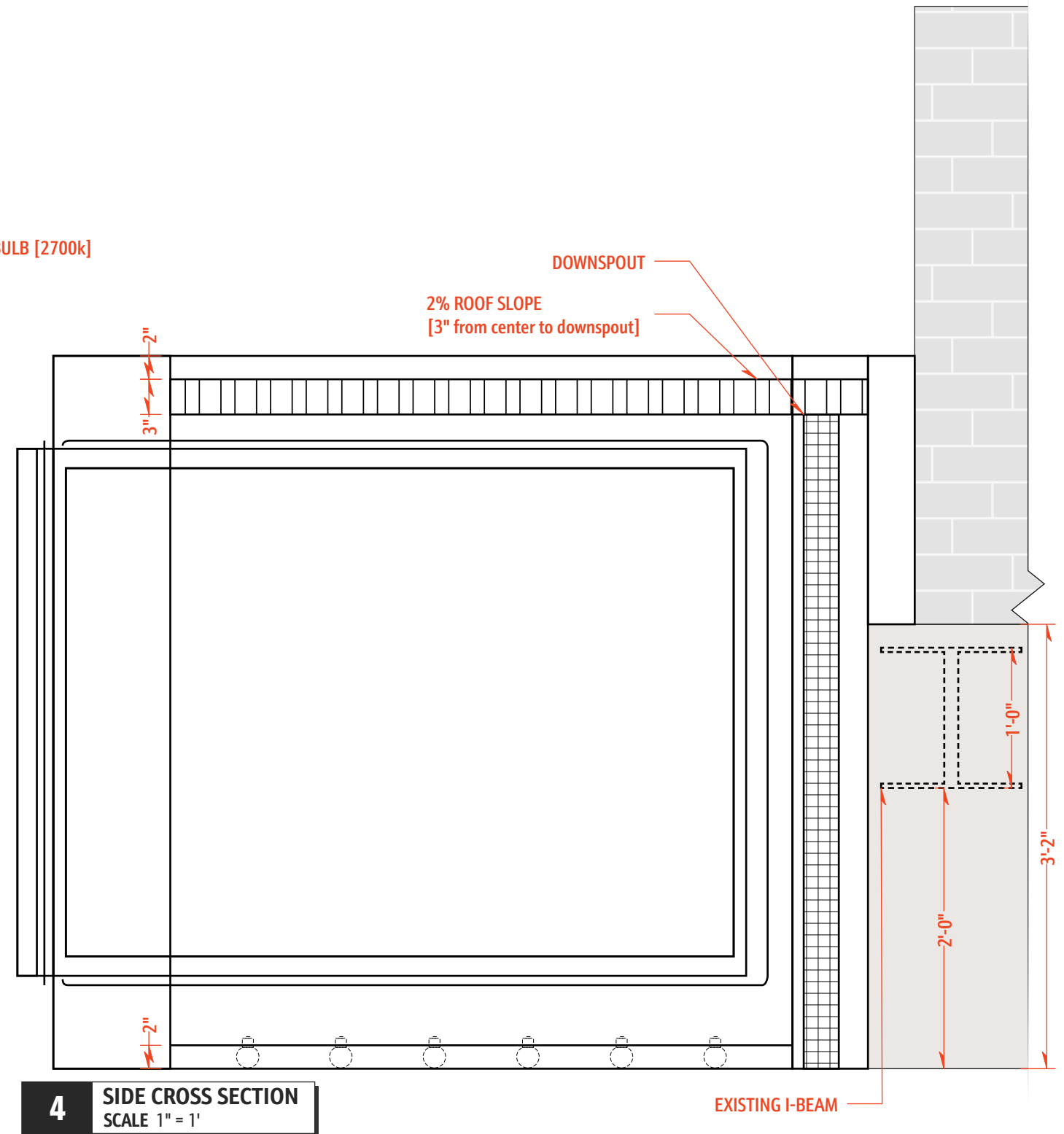
1 DETAIL
SCALE 1" = 1'



3 DETAIL
SCALE 1" = 1'



2 DETAIL
SCALE 1" = 1'



4 SIDE CROSS SECTION
SCALE 1" = 1'

NFP

IMPACT SIGNS
SERVING OUR CLIENTS NATIONALLY

SALES _____ DESIGNER _____ PRINT DEPT _____ SHOP PRODUCTION _____ INSTALL MANAGER _____

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Salt Lake City, UT
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Fax: 801-972-2530
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UL LISTED MEMBER W-11 WORLD DESIGN ASSOCIATES USA ILL. STATE APPROVED

CUSTOMER APPROVAL _____ DATE _____

PEARL THEATER

CLIENT INFO
Hive Group Design
7711 South Main
Midvale, UT 84047
Peyton Wunderli
801-824-6632

DRAWING INFO
Canopy Sign
Details

SALES: Billy B. DESIGN: JUSTIN R. ORIG. DATE: 2022.05.26 SCALE: AS NOTED

DRAWING No. **1.2** REVISION No. **R3**

SHEET 4 of 7 2022.10.26

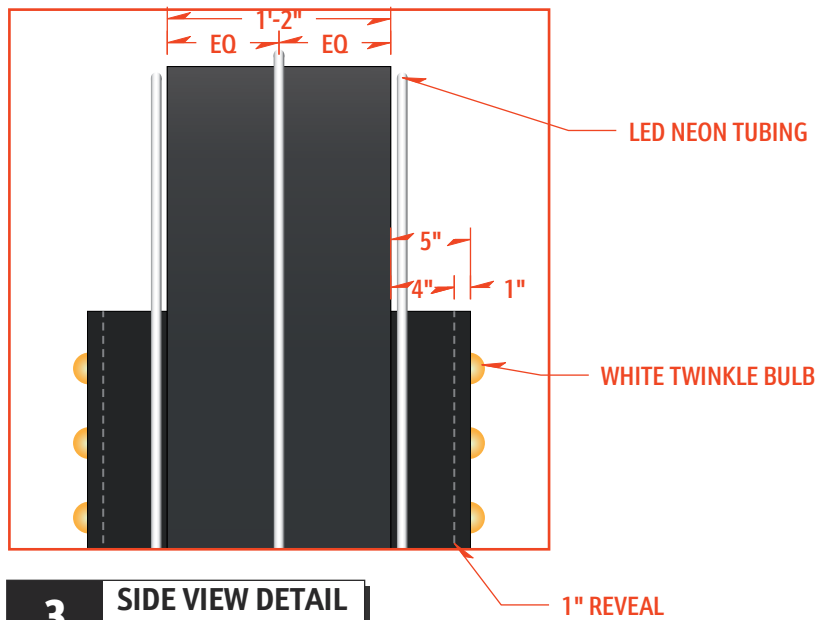
SIGN 1B

BLADE SIGN w/ MARQUEE LETTERS

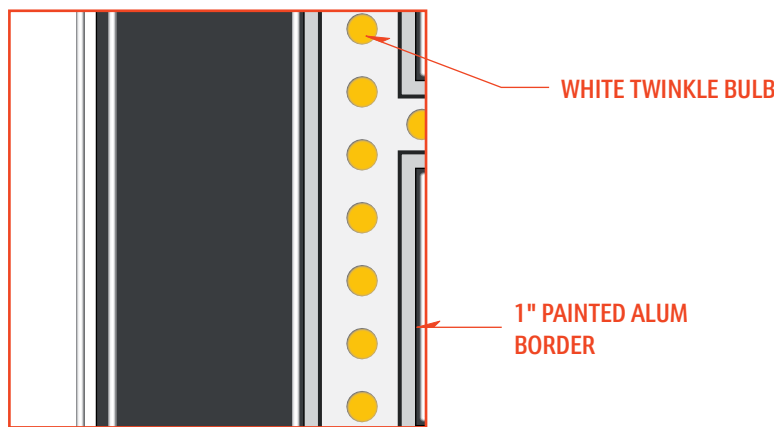
PAINT SCHEDULE

SCREEN AND PRINT COLORS MAY VARY

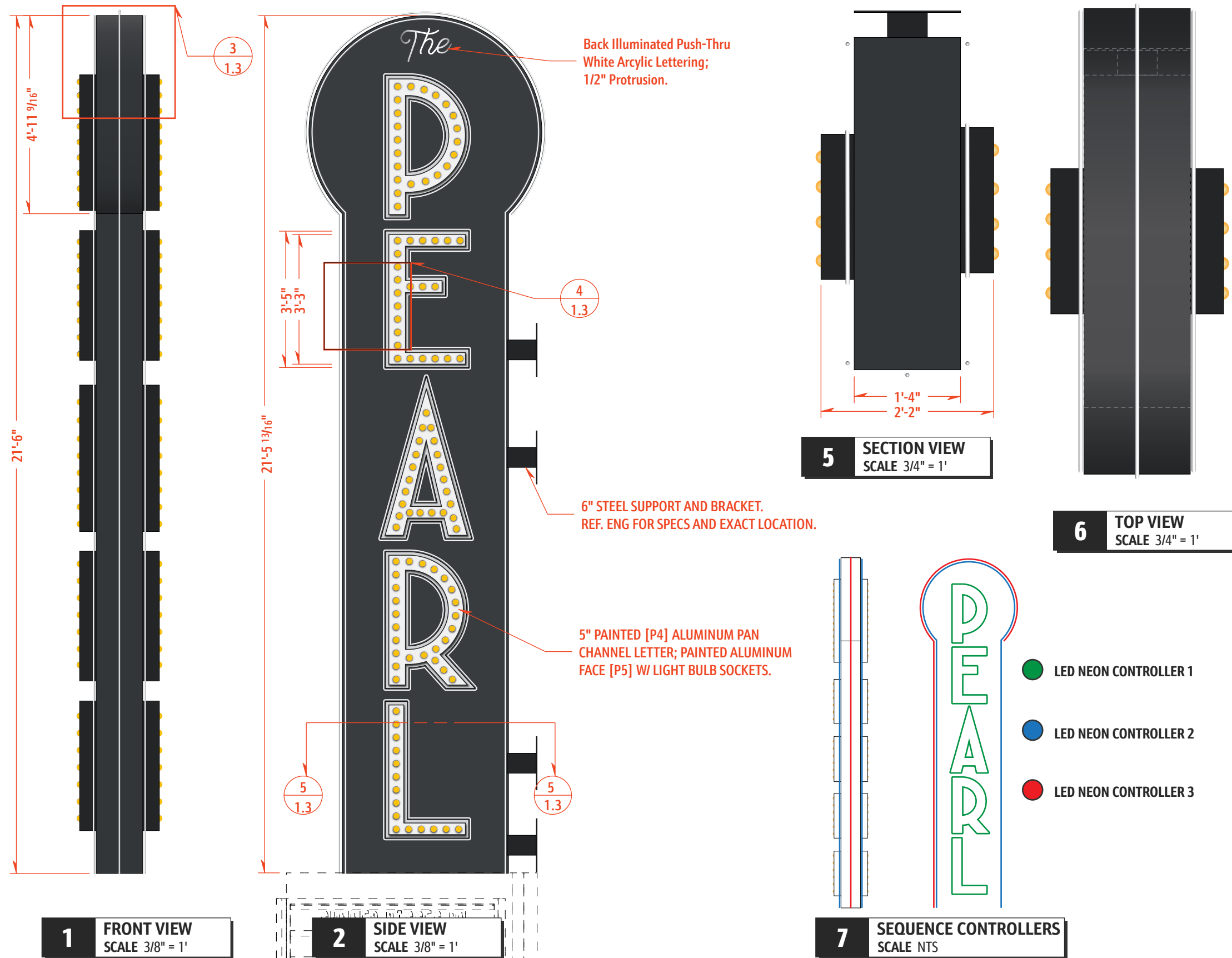
- 2 TBD
- 4 SATIN BLACK
- 5 SATIN WHITE



3 SIDE VIEW DETAIL
SCALE 1" = 1'



4 SIDE VIEW DETAIL
SCALE 1" = 1'



NFP



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CUSTOMER APPROVAL _____ DATE _____

SALES _____ DESIGNER _____ PRINT DEPT _____ SHOP PRODUCTION _____ INSTALL MANAGER _____

CLIENT INFO
Hive Group Design
7711 South Main
Midvale, UT 84047
Peyton Wunderli
801-824-6632

DRAWING INFO
Blade Sign Details
SCALE AS NOTED
SALES **Billy B.** DESIGN **Justin R.** ORIG. DATE **2022.05.26**

DRAWING No **1.3** REVISION No **R3**
SHEET 5 of 7 2022.10.26

PEARL THEATER

| SOLD TO: | JOB LOCATION: |
|--|--|
| HIVE DESIGN GROUP (PEARL THEATER) 7711 SOUTH MAIN MIDVALE UT 84047 | Hive design group (Pearl Theater) 7711 South Main Midvale UT 84047 |

IMPACT SIGNS (HEREINAFTER CALLED THE "COMPANY") proposes and upon the acceptance by the Customer evidenced by signing this Proposal, agrees to furnish all the materials and perform all the labor necessary for the completion of the following:

| QTY | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|--------------------------|---|-------------------------------|---------------------|
| 1 | * QUOTE #25375 Manufacture one each Large double sided blade sign reading PEARL 5'10" wide x 20'10" tall with open face pan channel letters with WHITE led sparkle bulbs, RGB led neon around letters on one DMX controller another row of RGB led around face on both sides of blade on its their own DMX controller and then one more line of RGB led on edge of cabinet on its own DMX controller. Sign to have 4 each 6" square tube with match plates for mounting to building. Custom boarder tube programming to include 9 SOLID COLORS / 5 HOLIDAYS INCLUDING BREAST CANCER AWARENESS / UP TO 5 CUSTOM SHOWS. Also Push Thru Acrylic reading (The) with leds inside cabinet to backlight. REVISED ESTIMATE 4/12/24 | \$50,000.00 | \$50,000.00 |
| 1 | QUOTE #25376 INSTALL one each Large double sided blade sign reading PEARL. REVISED ESTIMATE 04/12/24 | \$5,370.00 | \$5,370.00 |
| 1 | * QUOTE #25377 Manufacture one each 28'3" wide 4' 11 1/2" tall three sided canopy with Changeable copy reader boards. RGB led neon around each message board and LED down lighting. REVISED ESTIMATE 04/12/24 | \$52,350.00 | \$52,350.00 |
| 1 | QUOTE #25378 INSTALL Canopy cabinet with three single sided cabinets and attached to building. REVISED ESTIMATE 04/12/24 | \$5,370.00 | \$5,370.00 |
| | | SUB TOTAL: | \$113,090.00 |
| * INDICATES TAXABLE ITEM | | ESTIMATED SALES TAXES: | \$7,420.38 |

The price quoted herein does not include primary electrical power supply to the Sign (s), \$300.00 permit acquisition fee, municipal fees, engineering fees, or applicable taxes unless specifically stated hereinabove. Customer shall obtain all permits and permission from the building owner, and/or others whose permission is required for the installation of the sign and said shall be liable for any obstruction of delivery due to delay in obtaining such permission, and if customer executes this contract of sales without ever obtaining permission from party or parties necessary for the installation of said sign, then he purchases same and is bound to the terms and conditions of this contact as though he had obtained said permission and he agrees to relieve the company from any liability for its failure within 10 days of delivery to erect or install said sign and shall indemnify Impact from all liability and loss in the event the necessary permits or permission has not been secured.



PROPOSAL

Proposal #: 23685

Proposal Date: 04/12/24
Customer #: 3956
Page: 2 of 5

TOTAL PROPOSAL AMOUNT: \$120,510.38

TERMS: 50% down, balance due upon completion. A service fee of three percent (3%) will be added to the total amount paid with a credit card. VISA, MasterCard & Discover accepted. American Express rate is variable, please call for details.

This proposal may be withdrawn if not accepted within 30 days.

Terms & Conditions

These Terms and Conditions with the executed Proposal by the Customer (including any documents referenced therein) are collectively referred to as the "Agreement." The display(s), product(s), equipment, hardware, software and other items, as described in this Agreement, are collectively referred to as the "Sign."

1. **LIMITED WARRANTY:** Impact warrants that the solid-state components of the Sign from the manufacturer shall be free from material defects in materials and workmanship for the period warranted by the manufacturer. Components of the Sign provided by Impact shall be warranted for a period of one year unless specifically stated herein. Fluorescent and incandescent lamps have no warranty.

THE ABOVE WARRANTIES CANCEL AND SUPERSEDE ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR PURPOSE.

2. **INSPECTION:** Customer shall carefully inspect the Sign within two (2) business days of installation. If the Sign does not meet the requirements as set forth in the Agreement, Customer shall promptly, and in no event more than five (5) calendar days thereafter, give Impact written notice of the nonconformance claimed. ABSENCE OF TIMELY, WRITTEN NOTICE SHALL BE CONCLUSIVE EVIDENCE THAT THE SIGN IS ACCEPTABLE TO CUSTOMER AS DELIVERED AND INSTALLED.

3. **MAINTENANCE:** Customer agrees to maintain the Sign in good repair and condition during the warranty period, and free and clear of all liens and encumbrances, until the Total Price, plus all and costs, fees, taxes, and assessments chargeable to Customer (collectively hereinafter "Total Sale Price") have been paid in full.

4. **INSTALLATION:** (a) Customer agrees to provide **PRIMARY POWER/ELECTRICAL SERVICE TO SIGN** of suitable capacity and within 10 feet of each Sign location **prior** to the time of installation. If primary power/electrical service is not provided at time of installation, Customer shall be responsible to make the final connection from the primary electrical wire to the Sign(s). Furthermore, customer agrees to provide dedicated branch circuits for all Signs. All branch circuits shall be dedicated to Signs (including ground and neutral) and shall not be shared with other loads. Photocells and/or time clock for all ILLUMINATED SIGNAGE provided by others unless specifically stated herein.

(b) In the event Impact encounters subsurface or concealed conditions which are extraordinary or unexpected such as subsurface water, rock, or pipelines, Customer shall compensate Impact for such additional work on a time and materials basis. Impact shall not be responsible for damage to underground pipes, sewer lines, sprinkling systems or any other underground obstructions unless notified of their location in writing prior to commencement of the installation. Absent such written notification, Customer shall pay for any resulting damage. Impact will exercise reasonable care while installing the Sign but

COMPANY INITIALS _____

CUSTOMER INITIALS _____



PROPOSAL

Proposal #: 23685

Proposal Date: 04/12/24
Customer #: 3956
Page: 3 of 5

shall not otherwise be responsible for damage to above ground improvements. In the event Impact installs a Sign for Customer on a finished surface that requires penetration, Impact will seal such penetrations with products and procedures otherwise common in the sign industry, which may not meet warranty requirements. Impact shall thereafter have no responsibility for damage that may result from the installation.

5. BILLING AND PAYMENT: Customer shall pay fifty percent (50%) down upon acceptance of the Proposal and the remaining fifty percent (50%) upon the completion. Time is of the essence. All past due amounts shall bear an annual interest rate of eighteen percent (18%). Customer acknowledges that governmental permission to install and maintain the Sign may be revoked or terminated. Customer shall not be released from its obligations to pay the Total Sale Price if at Customer's direction the Sign is installed at a location deemed to be illegal, or if government permission is revoked or terminated. Impact's acceptance of a late payment, or waiver of any other of Customer's obligations in the Agreement, shall not be construed as a waiver of Impact's rights.

6. SECURITY INTEREST: Impact shall retain Title to the Sign until the Total Sale Price has been paid in full, at which time title shall pass to Customer. To secure performance of Customer's obligations, including without limitation Customer's obligation to pay the Total Sale Price upon the terms of the Agreement, Customer grants to Impact a first priority, purchase-money security interest in the Sign (and any proceeds therefrom) and permission to perfect, assign, amend, continue, and/or terminate that security interest in any way allowed by applicable law.

7. DEFAULT: In the event of a default by Customer in the payment of any installment when due, or fails to perform any other obligation herein, or bankruptcy, receivership, or other insolvency proceedings are commenced by or against it ("Default"), Customer shall, without notice, immediately be indebted to and hereby agrees to pay Impact an amount equal to the Total Sale Price.

8. REPOSSESSION: Impact may terminate this Agreement and may (but has no obligation to) repossess the Sign or any component(s) of it if Customer fails to pay any installment when due, or otherwise Defaults in any of its obligations herein, without resort to judicial process and without liability for trespass. Impact's right of repossession includes the right to render the Sign ineffective. Repossession by Impact shall not be construed as an acceptance of Customer's surrender of the Sign. Termination of the Agreement or repossession of the Sign shall not deprive Impact of its remedies for Default as set forth herein or any and all other damages suffered by reason of Customer's Default.

9. DISPUTES: The parties agree to employ good faith efforts to amicably resolve any claims or disputes that may arise. If unsuccessful for any reason, at Impact's sole option and upon Impact's written notice to Customer, such claims or disputes may be submitted to formal mediation, with each party to pay one-half of the costs. In case of litigation, venue of any action shall be brought only in the state or federal courts located in Salt Lake County, State of Utah. The Agreement shall be construed in accordance with the laws of the State of Utah, without regard to its conflict of law's provisions. If Impact places the Agreement with a collection agency or an attorney after Default for enforcement or collection, Customer shall pay all costs thereof including reasonable attorneys' fees. Impact shall not be liable for special, incidental, or consequential damages, including lost profits, irrespective of cause or theory.

10. INDEMNIFICATION: Except to the extent of Impact's negligence or willful misconduct, Customer shall indemnify, defend, and hold harmless Impact and its officers, directors, employees, agents, and subcontractors of and from any and all claims, costs (including reasonable attorney's fees), damages, and liabilities, at law or in equity, arising out of or related to the Agreement or Customer's use of the Sign, including, without limitation, any media displayed on the Sign or any resale of the Sign.

COMPANY INITIALS _____

CUSTOMER INITIALS _____



PROPOSAL

Proposal #: 23685

Proposal Date: 04/12/24
Customer #: 3956
Page: 4 of 5

11. LIMITED LICENSE TO USE SOFTWARE: If the Sign includes software, ownership of the software remains with Impact, and Customer is granted a limited license to use it strictly in accordance with the terms and conditions of the Limited License Agreement that is available for review on request. Customer hereby agrees to use the software only in accordance with such terms and conditions.

12. ENTIRE AGREEMENT: This Agreement reflects the entire agreement between the parties and supersedes any prior agreements and understandings.

13. FORCE MAJEURE: Performance by Impact shall be subject to delay by strikes, breakage, fires, unforeseen commercial delays, insurrection, wars, acts of terror, acts of God, and governmental regulations.

This Proposal will become effective and represent an agreement for the work to begin upon the execution by the Customer. The work will begin after Customer makes the first payment of fifty percent (50%) of the Total Price.

SALESPERSON: _____

DATE: _____

ACCEPTED BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

COMPANY INITIALS _____

CUSTOMER INITIALS _____



2236 S. 3270 W. Salt Lake City, UT 84119 Office: 801-972-5101 Fax: 801-972-2530
www.impact-signs.com

DEPOSIT INVOICE

Invoice #: DP23685

Inv Date: 04/12/24
Customer #: 3956
Page: 5 of 5

| SOLD TO: | JOB LOCATION: |
|--|--|
| HIVE DESIGN GROUP (PEARL THEATER) 7711 SOUTH MAIN MIDVALE UT 84047 | Hive design group (Pearl Theater) 7711 South Main Midvale UT 84047 |

| ORDERED BY | PO NUMBER | SALESPERSON | ORDER DATE | PAYMENT TERMS | DUE DATE |
|------------|-----------|-------------|------------|------------------------|----------|
| | | BILLY BAKER | 04/12/24 | 50.0% Due Upon Receipt | 07/26/24 |

| QTY | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|-----|---|---------------------------------|--------------|
| 1 | * QUOTE #25375 Manufacture one each Large double sided blade sign reading PEARL 5'10" wide x 20'10" tall with open face pan channel letters with WHITE led twinkle bulbs, RGB led neon around letters on one DMX controller another row of RGB led around face on both sides of blade on its their own DMX controller and then one more line of RGB led on edge of cabinet on its own DMX controller. Sign to have 4 each 6" square tube with match plates for mounting to building. Custom boarder tube programming to include 9 SOLID COLORS / 5 HOLIDAYS INCLUDING BREAST CANCER AWARENESS / UP TO 5 CUSTOM SHOWS. Also Push Thru Acrylic reading (The) with leds inside cabinet to backlight. REVISED ESTIMATE 4/12/24 | \$50,000.00 | \$50,000.00 |
| 1 | QUOTE #25376 INSTALL one each Large double sided blade sign reading PEARL. REVISED ESTIMATE 04/12/24 | \$5,370.00 | \$5,370.00 |
| 1 | * QUOTE #25377 Manufacture one each 28'3" wide 4' 11 1/2" tall three sided canopy with Changeable copy reader boards. RGB led neon around each message board and LED down lighting. REVISED ESTIMATE 04/12/24 | \$52,350.00 | \$52,350.00 |
| 1 | QUOTE #25378 INSTALL Canopy cabinet with three single sided cabinets and attached to building. REVISED ESTIMATE 04/12/24 | \$5,370.00 | \$5,370.00 |
| | | SUB TOTAL | \$113,090.00 |
| | * INDICATES TAXABLE ITEM | ESTIMATED SALES TAXES | \$7,420.38 |
| | | TOTAL PROPOSAL AMOUNT | \$120,510.38 |
| | *** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION *** | | |
| | | PLEASE PAY THIS DEPOSIT AMOUNT: | \$60,255.19 |



BACKUP QUOTE

Agreement

For Work At

The Pearl on Main
7711 S Main St
Midvale UT 84047-7109
United States

Billing Address

Hive Design Group LLC | Pearl on Main, LLC,
The
7711 S Main St
Midvale UT 84047-7109
United States

Account Executive

100953 Thad Okerlund
tokerlund@yesco.com
1 801-698-9509
YESCO - Salt Lake
1605 Gramercy Road
Salt Lake City UT 84104
United States

| Date | Project Number | Project Description | Terms | Pricing Valid Until | Deposit |
|------------|----------------|---|--------|---------------------|-------------|
| 03/20/2023 | PRY-45833 | The Pearl on Main-Flag Mounted Signs and Marquis Sign | Net 30 | 04/19/2023 | \$82,953.82 |

| Item | Amount |
|--|--------------|
| <p>Scope YESCO to provide labor and materials to perform the following scope of work:</p> <p>ART 1.0 Fabricate and install one (1) double face flag mounted sign.</p> <p>ART 2.0, 2.1 AND 2.2 Fabricate and install one (1) double face flag mounted sign and one (1) wall mounted marquis sign.</p> <p>**Customer responsible for drains out to front of building and having membrane roof installed on top of marquis sign.**</p> <p>*Permit billed at cost from the city and permit acquisition/engineering approximate costs \$2,512.46 (not included in price).</p> <p>All colors, sizes, and specifications as depicted on YESCO design #53800 R1</p> | |
| <p>Fabricate Custom Signage Taxable labor and material</p> | \$132,215.90 |
| <p>Install Custom Signage Non-taxable labor</p> | \$23,445.00 |
| <p>Exclusions All pricing is based on supplier pricing as of the date of this agreement. All pricing is subject to change at any time due to increases in supplier pricing, changes to tax and tariff rates, and other causes beyond YESCO's reasonable control. Price is based on performing work during normal business hours. Contingent upon field survey of existing conditions and equipment access.</p> <p>The costs for obtaining permits are excluded from the price of this agreement. Charges for procurement, design, engineering and inspection, required by the permitting process will be billed to the customer on a time and material basis. Permit fees will be billed to customer at cost.</p> <p>Customer to provide primary power and control system to sign location.</p> | |
| <p>Payment Terms 50% of the Total Price due upon acceptance of this Agreement, and the balance will be due 30 days after completion of installation.</p> | |

| | |
|---------------|---------------------|
| Subtotal | \$155,660.90 |
| Tax Total (%) | \$10,246.73 |
| Total | \$165,907.63 |

BACKUP QUOTE

Agreement Acceptance

YESCO's Standard Terms and Conditions, available below and at www.yesco.com/terms/standardtermsandconditions.pdf, are an integral part of this agreement and are incorporated by reference. Hive Design Group LLC | Pearl on Main, LLC, The acknowledges that it has accessed and reviewed the [Standard Terms and Conditions](#). Upon acceptance by an authorized agent of YESCO LLC, this agreement becomes effective as of the last date signed below. This document is a complete integration and final expression of the agreement between the parties, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.

| Hive Design Group LLC Pearl on Main, LLC, The | YESCO LLC |
|--|------------------|
| Signature | Signature |
| Title | Title |
| Name | Name |
| Date Signed | Date Signed |

Standard Terms and Conditions

1. Terms: The terms and conditions described in this document are incorporated by reference into a written estimate, quotation, proposal, agreement, order, or other transaction form ("Transaction Document") (together with these YESCO Standard Terms and Conditions, the "Agreement"), and pertain to the manufacturing, repair, service, installation, or other goods or services provided by YESCO (the "Work", "goods", and/or "services") as requested by you, the Customer, as further described in the Transaction Document. "YESCO" refers to the entity providing the Work, as identified in the applicable Transaction Document, or in the absence thereof, YESCO LLC, a Utah limited liability company, doing business in California as YESCO Signs LLC.

2. Pricing Exclusions: YESCO's pricing does not include sales and use taxes, tariffs, customs fees, duties, or other charges levied by customs or taxing authorities, including any material cost increases due to the escalation of any of these costs ("Assessments"). Assessments may be noted in the Transaction Document; however, they are only estimates. You agree to pay the actual cost for these Assessments as invoiced by YESCO. You agree to bear the risk of Assessment increases in excess of the amounts included in the Transaction Document, including increases due to changes in sales tax rates, tariff increases, or similar occurrences.

3. Payment: In the absence of specified payment terms in the Transaction Document, you agree to pay 50% of the purchase price upon signing this Agreement and to pay the remaining balance upon completion of the Work. You agree to pay monthly payments, if any, on the first business day of each month in advance. If you choose to make payment(s) by credit card, you agree to pay a 2% surcharge on the total amount of such payment(s).

4. Inspection: You must carefully inspect the Work within ten calendar days after delivery. If the Work does not meet the written requirements as described in the Transaction Document, or if the Work has any defect in manufacture, installation, or operation, you must give YESCO written notice of the nonconformance or defect claimed within five calendar days. ABSENCE OF SUCH WRITTEN NOTICE SHALL BE CONCLUSIVE EVIDENCE THAT THE WORK IS ACCEPTABLE TO YOU AS DELIVERED. If a third-party carrier delivers any goods, you must inspect the goods and promptly notify YESCO and the carrier if any damage exists before moving the goods from the place of delivery. If damage exists, you must retain the packing materials and otherwise comply with all requirements necessary to preserve all claims against the carrier. If you or your agent moves the goods before inspecting the goods, accept the goods in a damaged condition, or otherwise fail to comply with the requirements of this paragraph, YESCO shall have no responsibility for defects notwithstanding the warranty set forth below.

5. Installation: If the Work involves installation of goods, additional work beyond that contemplated in the Agreement will be required if YESCO encounters subsurface or concealed conditions which are extraordinary or unexpected such as subsurface water, caliche, rock, utilities, or pipelines. You must compensate YESCO for such additional work on a time and materials basis at YESCO's standard rates. Further, YESCO shall not be responsible for damage to underground pipes, sewer lines, sprinkling systems, or any other underground obstructions unless notified of them in writing prior to commencement of the Work. Absent such written notification, you agree to pay for any resulting damage. YESCO is not an Exterior Insulation and Finish System ("EIFS") contractor, and if YESCO's responsibilities hereunder involve penetrations of EIFS, YESCO will seal such penetrations with products and procedures that are common in the sign industry—but which may not meet EIFS warranty requirements. YESCO shall thereafter have no responsibility for damage resulting from the penetrations.

6. Limited Warranty:

A. New Signs, Lighting, and other Manufactured Products. YESCO warrants that goods and services provided by YESCO (other than electronic displays and digitally-controlled lighting products) will be free from material defects in workmanship and materials for a period of one year from the date of delivery. This includes materials and factory labor. On-site labor is included only where YESCO performs the installation. Upon expiration of the one-year warranty, the goods are warranted solely in accordance with the manufacturer's separate warranty, if any. Electronic displays and digitally-controlled lighting products, related controllers, and similar components are warranted solely in accordance with the manufacturer's warranty, if any.

B. Service and Retrofit Services. YESCO warrants that service, repair and/or lighting retrofit services will be free from material defects in workmanship for a period of 90 days from the completion of the repair, maintenance, and/or retrofit. This includes on-site labor only; any goods are warranted solely in accordance with the manufacturer's warranty, if any. YESCO's warranties exclude damage caused by ordinary wear and tear, accident, abuse, misuse, misapplication of electricity, extreme winds or rain, hail, wildlife or rodent damage, or other casualty, unless the same is caused solely by YESCO. YESCO SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY TYPE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR PURPOSE. YESCO will either repair or replace, at YESCO's election, any part of the goods or services that prove to be materially defective during the warranty period, in accordance with the terms of the above warranties.

7. Extended Warranty: If the Work expressly includes an extended warranty for the recurring maintenance, service, or repair of goods over a term for a one-time, up-front payment or periodic payments over term, the provisions of this paragraph will apply. So long as your payment obligations are current, and you are not in default to YESCO or any YESCO affiliate under any agreement (e.g., a lease agreement), including this Agreement, YESCO agrees to service the goods only as described in the Work. When the goods require service, you agree to notify YESCO in writing, and YESCO shall, if practicable (e.g., parts are immediately available) and unless otherwise provided in this Agreement, acknowledge the request within five business days. YESCO's extended warranty obligations are inapplicable to damage for the same exclusions set forth in the limited warranty above, unless and to the extent the same is caused by YESCO. In the event that parts or materials become unavailable or in the event the goods or any components are or become unusually difficult or unsafe to access, YESCO may cancel its extended warranty obligations with respect to the affected goods or components and your exclusive remedy is for YESCO to proportionately credit any up-front payment or proportionately credit your periodic payment for the same. In the event that service is performed by a third party without the authorization of YESCO, YESCO may, at its option, suspend or terminate its extended warranty or service obligations without any credit to any up-front payment or reduction to any periodic payment upon written notice to you.

8. Risk of Loss, Damage or Destruction; Insurance: Except to the extent of damage caused by the negligent or otherwise wrongful acts of YESCO, you bear all risk of loss or damage to any goods, including, without limitation, loss or damage caused by seizure, casualty, vandalism, terrorism, accident, theft, riot, strike, insurrection, war, fire, and acts of God. Any shipments are FOB YESCO. Until your obligations are fully satisfied, at your sole cost and expense, you must insure any goods against loss or damage at least in the amount owed to YESCO for the Work, and you must name YESCO as loss payee with respect to such insurance.

9. Liens and Taxes: Until your obligations are fully satisfied, at your sole cost and expense you must maintain the Work free and clear of all levies, liens, and encumbrances. You must declare as required, and pay when due all taxes, fees, assessments, charges, and all associated penalties and interest (collectively "Assessments"). If YESCO, at its option, pays any Assessments, you must immediately reimburse YESCO for the same.

10. Security Interest: Until your obligations are fully satisfied, you agree that the Work and related goods are YESCO's property, free of any ownership claim by you, the owner of any adjacent realty, or the creditors of either. To secure the performance of your obligations, including, without limitation your payment obligations, you grant to YESCO a security interest in the goods and permission to perfect, assign, amend, continue, and terminate the security interest in any way allowed by applicable law, both as to personal property and as to fixtures.

11. Default: If you default in the payment of any amount when due, or fail to perform any other obligation in this Agreement after delivery of the Work or after YESCO is ready to perform the Work, whichever first occurs, or if at any time bankruptcy, receivership, or other insolvency proceedings are commenced by or against you or any guarantor, you will, without notice, become obligated to immediately pay to YESCO an amount equal to the sum of 1) all previously billed but unpaid amounts, and 2) all unbilled remaining amounts and other payments owed to YESCO pursuant to

any other agreement between you and YESCO or any of YESCO's affiliates. In addition, YESCO has the right to stop the Work, including, without limitation, suspending warranty obligations until YESCO is paid in full. You agree that these remedies for default are fair and reasonable compensation for the damage to YESCO resulting from your breach, and are not a penalty. YESCO's acceptance of a late payment(s) or forbearance of any other event of default shall not operate as a waiver of YESCO's rights as to any subsequent late payment(s) or any other event of default.

12. Repossession: If you fail to make any payment when due or otherwise default in any of your obligations in this Agreement, YESCO may terminate this Agreement and may (but has no obligation to) repossess the goods or any component(s) thereof, without resort to judicial process, and without liability for trespass. YESCO's right of repossession includes the right to remove the goods, and also to disconnect or otherwise render the goods unusable. Repossession is not an acceptance of your surrender of the goods, and shall not require patching painting, touch up, etc. afterwards. YESCO's rights of termination and repossession shall be in addition to and not as an alternative to YESCO's right to its other remedies in this Agreement and any other remedy available at law or in equity.

13. Indemnification: Except to the extent of YESCO's negligence or willful misconduct, you agree to indemnify, defend, and hold harmless YESCO and its officers, directors, employees, agents, and subcontractors from any and all claims, costs, expenses (including reasonable attorney's fees), damages, and liabilities, at law or in equity arising out of or related to the Work. The provisions of this paragraph shall survive the completion of the Work and/or the termination of the Agreement.

14. Disputes: The parties agree to use good faith efforts to resolve any claims or disputes that may arise. If unsuccessful for any reason, at YESCO's sole option and upon YESCO's written notice to you, such claims or disputes may be submitted to formal mediation, with each party to pay one-half of the costs. In the event of litigation, venue of any action shall be in Salt Lake County, State of Utah. This Agreement shall be governed and construed in accordance with Utah law, without regard to its conflict of laws provisions. YESCO shall not be liable for special, indirect, incidental or consequential damages, including lost profits, irrespective of cause or theory. If YESCO places this Agreement with a collection agency or an attorney for collection or enforcement, you must pay all costs and expenses resulting therefrom, including reasonable attorneys' fees.

15. Possession, Transfers, and Assignment: Until your obligations herein are fully satisfied, you must keep any goods in your sole possession and control, and will not allow the goods to be modified, relocated, removed, or otherwise tampered with in any way without YESCO's prior written consent. If you determine to sell or otherwise transfer ownership (or other rights) to your business assets, the Work, or the real property on which any goods are located, you agree to deliver to YESCO written notice of such intention at least 30 days prior to closing. At the time of closing and with proceeds therefrom, you agree to pay to YESCO all amounts then outstanding and all unbilled remaining amounts owed to YESCO, unless YESCO has previously agreed in writing to your assignment of this Agreement. All the terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties, including, if applicable, successors to your interest in the Work, the real property upon which any goods are located, and any successor owners of interests in any of your business assets. You may transfer your interests, rights, and obligations in this Agreement only upon the prior written consent of YESCO. YESCO may assign its interests, rights, and obligations in this Agreement as may be expedient to perform the Work.

16. Your Special Duties: You agree to warrant and obtain and maintain all necessary access rights (including computer access, if necessary) for YESCO to safely perform the Work on the premises for which the Work is ordered, and to disconnect, render unusable, and/or remove the Work, or any component or part thereof, free and clear of lien, encumbrance, or claim of trespass. You agree to indemnify YESCO against and hold YESCO harmless from damage or expense resulting from a breach of this provision. The Work excludes primary-side electrical and communication wiring, service, controllers (e.g., timers and photo cells), circuit breakers, and fuses. At your own expense, you agree to furnish and maintain power lines, controllers, and data service as necessary for the performance of the goods and compliance with applicable law, and agree to install the same as designated by YESCO ready and in place for connection to the goods at the intended time of installation. For Work in Colorado, connection of the goods to electrical power is excluded from the Work unless specifically described in the Agreement as an inclusion. You agree to provide all necessary reinforcements to any previously existing building, pole, base, or any other object or surface on which the goods will be installed, or which will be utilized by YESCO in the installation or access thereof, if applicable. You agree to advise YESCO in writing of all cellular antennas, microwave, and other equipment or hazards that may be dangerous to workers. YESCO's performance is subject to you properly securing or otherwise rendering safe all such dangers whenever YESCO's employees will be in the area.

You agree to bear all permitting and other compliance costs and risks pertaining to federal, state, or local laws, regulations, and ordinances or authoritative interpretations that relate to the placement, configuration, operation, and use of the goods and services. You acknowledge that outdoor advertising laws generally prohibit advertisements that are not the principal business, products, services, or activities where the advertisement is located. You agree to be solely responsible for the procurement of outdoor advertising permits (if desired) and compliance with outdoor advertising laws. You acknowledge and agree that your rights, whether arising under contract, permit from a land use authority, or otherwise, to install or operate the Work may be or become subject to revocation, limitation, suspension, condemnation, modification, restriction, or adverse interpretation by judicial, governmental agency, or other third party action. Upon the occurrence and during the pendency of any such event, you will not be released from your payment obligations under this Agreement.

17. Miscellaneous Provisions:

A. No statement made by YESCO's account executive(s) will be binding on YESCO unless incorporated in this Agreement in writing. Although the Agreement may be signed by YESCO's account executive(s), the Agreement shall not be binding upon YESCO for any purpose until an executive officer or another authorized agent of YESCO accepts this Agreement by providing a written signature evidencing such acceptance on the applicable Transaction Document.

B. Time is of the essence. All past due amounts shall bear an annual interest rate of the lesser of 18% percent or the maximum rate allowed by law.

C. Performance by YESCO shall be subject to delay due to strike, labor dispute, breakage, fire, unforeseen commercial delays, infectious disease, epidemic, pandemic, insurrection, war, acts of terror, acts of God, governmental regulation, or other causes beyond YESCO's reasonable control.

D. YESCO shall not be responsible for radio or television interference, nor for the replacement of light emitting diodes, neon tubing or other tubing because of color change or reduction of brilliance.

E. YESCO's listing of contractor's licenses available on the Internet at <http://www.yesco.com/licenses.html> is incorporated by reference herein.

F. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the intent and economic effect of the original provision to the fullest extent permitted by law, and the remaining provisions shall continue in full force and effect.

G. Except for original works created by you or your agents, all designs, animations, or other advertising content (collectively, "Content") provided by YESCO is the sole property of YESCO. You warrant that you have the full legal right to use any original works created by you and delivered to YESCO by you for your use. You are granted a non-exclusive, non-transferable license to use the YESCO-owned Content for so long as you operate your business. You agree to not create derivative works of the YESCO-owned Content. YESCO may reject any request for Content that YESCO determines may reflect adversely on the character, integrity, or standing of any person or business.

This Agreement is a complete integration and final expression of the agreement between the parties, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.



BACKUP QUOTE

Invoice

Bill To

Hive Design Group LLC | Pearl on Main, LLC,
The
7711 S Main St
Midvale UT 84047-7109
United States

Ship To

The Pearl on Main
7711 S Main St
Midvale UT 84047-7109
United States

Remit To

YESCO - Salt Lake
1605 Gramercy Road
Salt Lake City UT 84104
United States

| Project Number / Invoice # | Terms | Account Executive |
|----------------------------|---------------------|----------------------|
| PRY-45833 | DUE UPON ACCEPTANCE | 100953 Thad Okerlund |

| Item | Amount |
|--|--------------------|
| Down Payment Invoice for 50% (Prefunding) | \$82,953.82 |
| Total | \$82,953.82 |

ACH Payment Authorization

By completing your ACH information below, you authorize YESCO to withdraw all payment(s) pursuant to the Agreement on the applicable due date (s) from Customer's depository account as described below. Written revocation of this authorization must be received by YESCO with at least 30 days prior notice.

| | | |
|----------------------------|--|---------|
| Name on Bank Account | | |
| Name of Bank | Checking <input checked="" type="checkbox"/> | Savings |
| Bank Account Number | | |
| Routing Number | Bank City and State | |
| E-mail Address for Receipt | Phone | |
| Authorized Signature | Date | |



www.jrsconstructionutah.com

License # 6467829-5501

2284 WEST CLUMBER LANE (6780 S)

WEST JORDAN, UTAH 84084

info@smithbuildersutah.com

801-647-7123

Estimate

| | |
|----------|--------------|
| Date | Estimate No. |
| 09/02/24 | 2238 |

| Customer Name & Address | Phone | Email |
|---|--------------|--------------------------|
| John Simianer 7711 S. Main Street Midvale, Utah 84084 | 406-548-4792 | john@hivedesigngroup.com |

| Description | Total |
|---|--------------|
| CONCRETE REPLACEMENT PROIJECT | |
| Replacement areas 4" -5 thick 11' x 45=495 sq.ft. Entry ways 3'x 22=66 sq.ft. | |
| Total sq.ft. 561 Concrete yards 12 | |
| Concrete Demo Includes: Equipment and labor to haul off, dump fees. Estimated days .5 | 2,000.00 |
| Equipment and Materials Includes: Equipment \$400.(includes excavator), (1) trailer loads dirt haul off \$200. road base (10) yards delivered \$600., diesel fuel \$400., Geneva Rock 6.5 bag engineered mix with micro fiber mesh 12 yards delivered allowance \$2,520., (2 short load fees \$500., (12) yards of concrete color allowance \$1,000., #4 2' rebar dowels (20) \$80., #3 rebar 4' x 4' grid (30) sticks \$200. delivery \$330., expansion joints \$100. Concrete saw cuts allowance \$1,000. | 6,930.00 |
| Gray Concrete - sparkle effect - 398 sq.ft. | |
| Maroon Concrete - sparkle effect - 116 sq.ft. | |
| We plan to build a tile recess for your future entry tile. (recommending non-slip tile.) | |
| Labor Includes: Blue Stakes, excavation, demo and haul of existing sub grade dirt, establish grades and elevations, 2" road base, plate compaction x 3, #3 rebar 5' x 5' grid, (2) pours with colored concrete with sparkles, high quality concrete pour and finish, tool cut control joints, expansion joints, pour with buggy, finish concrete, broom finish, strip forms, project clean up. Estimated days 3 | 10,000.00 |
| We propose to furnish materials and labor with complete accordance to the above specifications, for the sum of: | Total |

WE USE HIGH QUALITY MATERIALS AND CRAFTSMANSHIP AND SELECT SUBCONTRACTORS

PAYMENT TERMS: _____

All material will be provided as specified above. All work will be completed in a substantially workmanlike manner according to the specifications above per standard industry practices. Additional charges will apply for the removal of concrete over 4 inches in thickness. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will result in an extra charge over the above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, accident and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. If litigation is necessary to enforce this agreement, the prevailling party shall recover costs and attorney fees.

Authorized Signature for Smith Builders, LLC

Note: This proposal may be withdrawn by us if not accepted within _____ days

ACCEPTANCE OF PROPOSAL The above prices, terms and specifications are satisfactory and are hereby accepted. You are hereby authorized to do the work as specified. Payment will be made as outlined.

Date of acceptance: _____

Signature

Signature





www.jrsconstructionutah.com

License # 6467829-5501

2284 WEST CLUMBER LANE (6780 S)

WEST JORDAN, UTAH 84084

info@smithbuildersutah.com

801-647-7123

Estimate

| | |
|----------|--------------|
| Date | Estimate No. |
| 09/02/24 | 2238 |

| Customer Name & Address | Phone | Email |
|---|--------------|--------------------------|
| John Simianer 7711 S. Main Street Midvale, Utah 84084 | 406-548-4792 | john@hivedesigngroup.com |

| Description | Total |
|---|-------|
| <p>Exclusions: Relocating utility lines of kind for any reason, sprinkler work, relocating sprinkler valve box, electrical, lighting, gas line install, plumbing, repair work, sod restoration, sleeves, down spout pipes, stucco or plastering, gates, fencing removal, new fencing, deck work of any kind, wall plastering, landscaping, permit fees.</p> <p>*Traffic and pedestrian signs cost time and materials extra. Saw cuts cost extra. American specialty glass for sparkle effect.</p> <p>Project payments as outlined: 1) \$9,465. Down Payment 2) \$9,465. Payment the day we pour your concrete.</p> <p style="text-align: center;">“We Use the Highest quality Materials and Craftsmanship!” Thank You! Owner Jeremiah Rex Smith</p> <p style="text-align: center;">Please call Jeremiah with any questions you might have.</p> <p>Sales Tax</p> | 0.00 |

| | | |
|---|--------------|--------------------|
| We propose to furnish materials and labor with complete accordance to the above specifications, for the sum of: | Total | \$18,930.00 |
|---|--------------|--------------------|

WE USE HIGH QUALITY MATERIALS AND CRAFTSMANSHIP AND SELECT SUBCONTRACTORS

PAYMENT TERMS: _____

| | |
|--|---|
| <p>All material will be provided as specified above. All work will be completed in a substantially workmanlike manner according to the specifications above per standard industry practices. Additional charges will apply for the removal of concrete over 4 inches in thickness. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will result in an extra charge over the above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, accident and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. If litigation is necessary to enforce this agreement, the prevailing party shall recover costs and attorney fees.</p> | <p>_____ Authorized Signature for Smith Builders, LLC</p> <p>Note: This proposal may be withdrawn by us if not accepted within _____ days</p> |
|--|---|

ACCEPTANCE OF PROPOSAL The above prices, terms and specifications are satisfactory and are hereby accepted. You are hereby authorized to do the work as specified. Payment will be made as outlined.

Date of acceptance: _____

Signature

Signature





BACKUP QUOTE

John Simianer <jsimianer@gmail.com>

Pearl on Main Concrete Project

Ray Melendez <melendezconcretellc@gmail.com>
To: John Simianer <jsimianer@gmail.com>

Fri, Nov 1, 2024 at 11:47 AM

Hey John the price is 10080 that included everything tear up the old concrete, labor, rebar and concrete

[Quoted text hidden]



Proposal - Detailed

Builders FirstSource #8035
268 East 1600 South
American Fork, UT 84003

Sales Rep Name: BFSSAND, Y
Sales Rep Phone: 801-441-5848
Sales Rep E-Mail: UTwindow.install@bldr.com
Sales Rep Fax:

| Customer Information | Project/Delivery Address | Order Information |
|---|---|--|
| BUILDERS FIRST SOURCE - 08035 BUILDERS FIRST SOURCE 2001 Bryan Street DALLAS, TX 75201-3017 Primary Phone: (801) 4415848 Mobile Phone: Fax Number: (0) 000-0000 E-Mail: Contact Name: Great Plains #: 7408035 Customer Number: 1009982318 Customer Account: 7408035 | JOHN SIMIANER 08035 - BUILDERS FIRST WAREHO 268 East 1600 South Lot # American Fork, UT 84003-2687 County: Utah Owner Name: BUILDERS FIRST SOURCE - 08035 Owner Phone: (801) 4415848 | Quote Name: JOHN SIMIANER Order Number: P74 Quote Number: 18497029 Order Type: Non-Installed Sales Wall Depth: Payment Terms: C.O.D. Tax Code: 7.45 Cust Delivery Date: 8/23/2024 Quoted Date: 8/2/2024 Contracted Date: Booked Date: Customer PO #: |

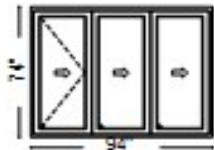
| Line # | Location: | Attributes | Qty |
|--------|-----------|------------|-----|
|--------|-----------|------------|-----|

10 None Assigned

Bonelli, Multi Bi Fold Door, Outswing BiFold, 0L-3R, 94 X 74, Black Anodized

Qty

2



PK #
2172

1: 9474 Outswing BiFold Multi Bi Fold Door

Frame Size: 94 X 74

Unit Type: 3, 0L-3R, Standard Sill

General Information: Block, 3, 0, 3, Passage Door, Right

Exterior Color / Finish: Black Anodized

Interior Color / Finish: Match to Exterior

Sash / Panel: Contemporary, Contemporary, Standard, 3.25, 3.25, 3.25

Glass: Insulated Dual Tempered Low-E LoE 366 Air Filled High Altitude 1"

Hardware Options: Typical, Dallas Lever, Black, Multipoint Lock, Dualpoint Lock

Wrapping Information: Perimeter Length = 336".

Viewed From Exterior

Rough Opening: 94 - 1/2" X 74 - 1/2"

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

| Line # | Location: | Attributes | Qty |
|--------|-----------|-----------------|-----|
| 15 | DELIVERY | DELIVERY | 1 |

Thank You For Your Interest In Pella® Products

PELLA WARRANTY:

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor the Seller will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

INSYNCTIVE PRODUCTS: In addition, Pella Insynctive Products are covered by the Pella Insynctive Products Software License Agreement and Pella Insynctive Products Privacy Policy in effect at the time of sale, which can be found at [Insynctive.pella.com](https://www.pella.com). By installing or using Your Insynctive Products you are acknowledging the Insynctive Software Agreement and Privacy Policy are part of the terms of sale.

Notice of Collection of Personal Information: We may collect your personal information when you interact with us. Under the California Consumer Privacy Act (CCPA), California residents have specific rights to request this information, request to delete this information, and opt out of the sharing or sale of this information to third parties. To learn more about our collection practices and your rights under the CCPA please visit our link <https://www.pella.com/california-rights-policy/> at [pella.com](https://www.pella.com).

ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

YOU and Pella and its subsidiaries and the Pella Branded Distributor AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS (INCLUDES PELLA GOODS AND PELLA SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS. You may opt out of this Arbitration Agreement by providing notice to Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Pella Goods. To opt out, You must send notice by e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Opt Out" or by calling (877) 473-5527. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Pella Products. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit www.pella.com/arbitration or e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Details" or call (877) 473-5527. D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE PELLA.COM/ARBITRATION. DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER PELLA.COM/ARBITRATION.

Seller shall not be held liable for failure or delay in the performance of its obligations under this Agreement, if such performance is hindered or delayed by the occurrence of an act or event beyond the Seller's reasonable control (force majeure event), including but not limited to earthquakes, unusually severe weather and other Acts of God, fire, strikes and labor unrest, epidemics, riots, war, civil unrest, and government interventions. Seller shall give timely notice of a force majeure event and take such reasonable action to mitigate the impacts of such an event.

Product Performance Information:

U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC).

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product for any specific use.

Design Pressure (DP), Performance Class, and Performance Grade (PG) are certified by a third party organization, in many cases the Window and Door Manufacturers Association (WDMA). The certification requires the performance of at least one product of the product line to be tested in accordance with the applicable performance standards and verified by an independent party. The certification indicates that the product(s) of the product line passed the applicable tests. The certification does not apply to mulled and/or product combinations unless noted. Actual product results will vary and change over the products life.

For more performance information along with information on Florida Product Approval System (FPAS) Number and Texas Dept. of Insurance (TDI) number go to www.pella.com/performance.

Including during the construction period, casement windows should never be left open and unlocked for prolong periods or during high wind conditions to avoid sash detachment/damage.

Actual sizes tested for documented STC and OITC ratings may vary from the ASTM E 1425 sizes to better represent Pella product offering.

STC and OITC ratings shown may be conservatively based on products tested with thinner panes of glass.

STC and OITC ratings may be from test results from an equivalent product.

Customer Name (Please print)

Pella Sales Rep Name (Please print)

Customer Signature

Pella Sales Rep Signature

Date

Date

| Order Totals | |
|-------------------------|--------------------|
| Taxable Subtotal | \$11,213.50 |
| Sales Tax @ 7.45% | \$835.41 |
| Non-taxable Subtotal | \$175.00 |
| Total | \$12,223.91 |
| Deposit Received | \$0.00 |
| Amount Due | \$12,223.91 |



Project Information

Hive Design Office

Customer: John Simianer
Hive Design Group - Midvale, UT

Phone: (406) 548-4792

Fax:

Address: West Jordan, Utah 84084

Email: jsimianer@gmail.com

NanaWall Contact Information

Local Sales: Brian Stephens

Phone: (435) 731-5781

Representative: LTS

Email: bstephens@ltsna.com

Location: 5760 Kingsford Ave
Park City, Utah 84098

BACKUP QUOTE

Shipping Information

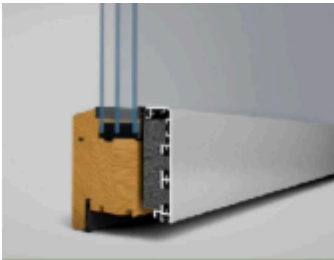
Current Estimated Delivery: 12-14 weeks from order to jobsite in Utah

Address: Midvale, Utah 84047

Quote Notes

Notes:

[] To accept this quote and proceed with ordering, please scan and email your acceptance to orders@nanawall.com or contact your NanaWall sales representatives. Order Agreement documents will then be sent to you.



Performance

NanaWall opening glass walls meet or exceed applicable industry standards for air infiltration, water penetration, structural performance, forced entry, and extreme weather protection.

A NanaWall system protects from water and air infiltration, provides sound attenuation, and is energy efficient when closed.

Aesthetics

NanaWall opening glass walls are available in over 25 different configurations with many choices of finishes.

All panels of the NanaWall opening glass walls are on the same plane with a single track and feature narrow stiles and rails. The concealed engineering hardware adds to the clean lines of the sophisticated and refined aesthetics.

Support

Your NanaWall system is covered by a 10 year warranty on the rollers and on seal failure of the insulated glass. 5 years on all other aspects of the product and 10 years if installed by a NanaWall Certified Installer (except screens which always have a 1 year warranty. See Limited Warranty for full details).

NanaWall Certified Installers ensure your custom-made NanaWall is properly installed. Our customer service representatives and technical design team will help guide and provide you with the answers you need. Call (800) 873-5673.

Experience

The NanaWall team has over 30 years of experience solving challenging architectural and engineering issues in a wide variety of projects.

With over a million opening glass panels installed worldwide, rely on NanaWall's experience, unsurpassed durability, exceptional performance, and custom-tailored solutions for your project.

Images shown in this chart may or may not reflect the product within this quotation.

BACKUP QUOTE

NWAluminum640L - Option Summary **Position 1**

| | |
|------------------------------------|--|
| Overall Width | 7'-10"(2388mm) |
| Overall Height | 6'-2"(1880mm) |
| Insulation Type | Double Glazing |
| Glass Description | Standard Low E Insulated Tempered Solarban 70 |
| Gap Fill | Air |
| Swing Stacking Direction | Outward Opening |
| Total Panels Count | 3 |
| Stacked Layout | 3R |
| Mounting | Floor Supported |
| Sill Type | Performance Sill |
| Mullion Notes | One Standard Lite |
| Bottom Rail | Standard Bottom Rail |
| Active Opening Side | Right |
| Handle Height from Bottom of Panel | 2'-1"(635mm) |
| Primary Handle Type | Two Point Locking with Flat Handle on Inside Only (note that the primary panel is operable from inside only and that there is no latch.) |
| Folding Panel Handle | Flat Handle Stainless Steel |
| Multi Purpose Inserts | yes |
| Frame and Panel Finish Type | Powdercoat |
| Frame and Panel Finish | Ral 9004 - Signal Black 38/80119 |
| Sill Finish | Black Anodized |
| Swing Panel Handle Finish | Stainless Steel with Black Titanium finish |
| Folding Panel Handle Finish | Black Titanium |
| Hinge and RollerFinish | Black Anodized |
| Glass Spacer Bar Finish | Black |
| U Value | 0.39 |
| SHGC Value | 0.21 |

Price Summary

| # | Description | Price |
|---|------------------------|-------------------|
| 1 | Base Price | \$9,032.00 |
| | Price/Unit: | \$9,032.00 |
| | Number of Units: | 1 |
| | Position Price: | \$9,032.00 |

BACKUP QUOTE

NWAluminum640L - Option Summary **Position 2**

| | |
|------------------------------------|--|
| Overall Width | 7'-10"(2388mm) |
| Overall Height | 6'-2"(1880mm) |
| Insulation Type | Double Glazing |
| Glass Description | Standard Low E Insulated Tempered Solarban 70 |
| Gap Fill | Air |
| Swing Stacking Direction | Outward Opening |
| Total Panels Count | 3 |
| Stacked Layout | 3L |
| Mounting | Floor Supported |
| Sill Type | Performance Sill |
| Mullion Notes | One Standard Lite |
| Bottom Rail | Standard Bottom Rail |
| Active Opening Side | Left |
| Handle Height from Bottom of Panel | 2'-1"(635mm) |
| Primary Handle Type | Two Point Locking with Flat Handle on Inside Only (note that the primary panel is operable from inside only and that there is no latch.) |
| Folding Panel Handle | Flat Handle Stainless Steel |
| Multi Purpose Inserts | yes |
| Frame and Panel Finish Type | Powdercoat |
| Frame and Panel Finish | Ral 9004 - Signal Black 38/80119 |
| Sill Finish | Black Anodized |
| Swing Panel Handle Finish | Stainless Steel with Brushed Satin finish |
| Folding Panel Handle Finish | Black Titanium |
| Hinge and RollerFinish | Black Anodized |
| Glass Spacer Bar Finish | Black |
| U Value | 0.39 |
| SHGC Value | 0.21 |

Price Summary

| # | Description | Price |
|---|------------------------|-------------------|
| 1 | Base Price | \$9,032.00 |
| | Price/Unit: | \$9,032.00 |
| | Number of Units: | 1 |
| | Position Price: | \$9,032.00 |

BACKUP QUOTE

Image References

NWAluminum640L - Position 1

No image for this position

NWAluminum640L - Position 2

No image for this position

BACKUP QUOTE

BACKUP QUOTE

| | | |
|---------------------------------------|-----------------|----------|
| Subtotal: | \$18,064 | |
| Shipping and Crating | \$952 | |
| Total, Supply Only: US Dollars | \$19,016 | Plus Tax |
| Estimated Utah | \$1,445 | |
| Sales Tax If Applicable | | |
| Total (US\$): | \$20,461 | |

Estimated Delivery Time

Estimated delivery time from receipt of signed Quote, initial payment and signed product drawings is 12-14 weeks to jobsite in Utah (Standard). Please discuss with NanaWall or your sales rep if a more definitive delivery date is needed within this time frame.

Questions

Please call NanaWall customer service at (800) 873-5673

Important Information

This Quote contains NanaWall's prices for products based on information, input and specifications provided by Buyer. The product details listed are based on NanaWall standard products and may not conform to project specifications in terms of requirements and/or product performance. NanaWall is not responsible for reviewing or confirming whether its product meets plans and specifications, applicable building codes, or regulations.

Review this Quote carefully to ensure all product details are accurate and correct. It is Buyer's responsibility to ensure all product details described in this Quote are as requested and appropriate for the project. For further information or assistance on product detail selection, please consult NanaWall's literature, website, local sales representative or customer service.

Drawings. Standard Product Drawings depicting the product quoted are attached.

Any changes in the dimensions, design or layout made after NanaWall's preparation of any drawings may result in extra charges at the NanaWall's discretion for preparation of revised drawings. Any additional charges must be paid before any drawings are revised.

Head Track & Sill Assembly. Head track and sill components may be shipped in segments that will need to be field joined. Contact NanaWall at (800) 873-5673 to request instructions for proper assembly.

Altitude. NanaWall assumes that the products will be installed at altitudes less than 2,500 feet. Notify NanaWall prior to placing your order if installing any products at a higher altitude so breather/capillary tubes can be installed in the glass. Argon is not available if breather or capillary tubes are installed.

PRICING & PAYMENT

The quoted price is valid only for the product details listed and only for 15 days from the date of the Quote. Prices are subject to change if any revisions are made, or if an order is not placed within 15 days from the date of the Quote.

Sales tax is an estimate only and any difference in actual sales tax to be collected will be reflected in the amount of final payment due. NanaWall must have a project tax exemption certificate, or in the case of a reseller a resale certificate, on file for resellers to be exempt from tax collection by NanaWall.

An initial payment of 50% is due on order and must be received before NanaWall will process an order for production.

The balance of payment for all products shipped Standard Delivery is (1) wire transfer to NanaWall's bank account to be received by NanaWall before delivery or (2) personal, business or cashier's check on delivery to be handed over to the common carrier driver.

As products are made to order, Buyer may not cancel or change an order once the Order Agreement is signed by NanaWall and Buyer. In the event of Buyer's repudiation of the Order Agreement, NanaWall remains entitled to the full purchase price as stated in the Order Agreement.

Installation is not included in the above price. NanaWall does not provide installation services; however, installation may be available through independent Certified Installers who have received training on proper methods for installation of NanaWall product. Contact NanaWall or your local sales representative for more information.

SHIPPING & DELIVERY

Standard Delivery. The quoted freight amount is based on shipping to Buyer via NanaWall's standard shipping methods to tailgate/curbside only. Buyer is responsible for unloading the product from the delivery truck, and must plan to have sufficient manpower present for unloading. If the location is not easily accessible by common carrier, shipment will be made to the nearest freight terminal. Alternative shipping methods requested by Buyer may result

in additional charges. Buyer can make its own transport arrangements from NanaWall production sites within the U.S., and in the case of international production sites Buyer can make its own transport arrangements from the domestic port of entry.

REVISIONS & SUBMISSION

Contact NanaWall to identify any changes or corrections to be made to the information contained in the Quote. NanaWall will review, make accepted changes, and submit a revised Quote.

IF THE QUOTE IS ACCEPTABLE AND BUYER WOULD LIKE TO PROCEED, CHECK THE BOX ON THE FIRST PAGE, AND SUBMIT TO NANAWALL: fax to (415) 383-0312, email to quotes@nanawall.com or send to your local sales representative. NanaWall will then provide the Order Agreement, a sample of which is available for review upon request. Once provided, the Order Agreement and applicable drawings will govern the sale.

Copyright 2024 Nana Wall Systems, Inc

BACKUP QUOTE



Beacon | Rex Williams
 Ship To: 2770 S West Temple, SLC, UT 84115
 Mail To: PO Box 65462, SLC, UT 84165
 Phone: 801-486-4884
 Website: www.BeaconCDL.com
 Quote Valid for 30 Days from Receipt

SALES QUOTE

Page: 1
 Sales Quote Number: SQ008355
 Sales Quote Date: 10/31/2024

BACKUP QUOTE

Job Name: HIVE DESIGN GROUP

Sell
 To: CASH
 HIVE DESIGN GROUP
 HIVE DESIGN GROUP

Ship
 To: CASH
 HIVE DESIGN GROUP

Ship Via Salesperson Sam Watson
 Terms CASH Phone # EXT. 138
 Customer ID CASH Email samw@beaconcdl.com

| Item No. | Description | Unit | Quantity | Unit Price | Total Price |
|----------------|--|------|----------|------------|-------------|
| ZF16563070R | F- 16- SGL- 5-3/4"- N/R- RH- 3'0"- 7'0"- SUA- EWA- 4.5- ASA- RPD- PA | EACH | 2 | 491.02 | 982.04 |
| XL183070FRRPD | L- 18- N/R- HNYCB- RHR- 3'0"- 7'0"- 4.5- RPD- 24X6 0 | EACH | 2 | 1,156.83 | 2,313.66 |
| IVE5BB14545622 | 5BB1 x 4.5 X 4.5 x F-BLK | EACH | 6 | 19.76 | 118.56 |
| NSCL | 7101 BC PA x 693 | EACH | 2 | 211.61 | 423.22 |
| NSED | 6300R x 6W08 PHL-D x SCC x 622 | EACH | 2 | 889.16 | 1,778.32 |
| NAT425E36DKB | 425EDKB 36" DARK BRONZE THRESHOLD | EACH | 2 | 60.96 | 121.92 |
| NAT200NDKB36 | 200NDKB 36" DOOR SWEEP | EACH | 2 | 25.25 | 50.50 |
| NSWSTRP | 160VDKB x 36" x 84" | SET | 2 | 61.15 | 122.30 |
| | Credit Card Processing | | 1 | 88.66 | 88.66 |
| | 4-6 WEEK LEAD TIME | | | | |

Amount Subject to Sales Tax 5910.52
 Amount Exempt from Sales Tax 88.66

Subtotal: 5,999.18
 Invoice Discount: 0.00
 Total Sales Tax: 440.33

Credit Card Processing Fees are 1.5%

Total: 6,439.51

Merchandise Return Policy: Only stock items in resalable and unused condition may be returned. No credit will be given until merchandise has been inspected for quality. A 35% restocking fee will be charged on all returned merchandise. Special order materials will not be accepted for return or cancellation. On cash accounts, special order items must be paid in full before ordering.

Elite Tile Setters, Inc.
9604 Daisy Meadow Circle
South Jordan, UT 84095

Estimate

| | |
|-----------|------------|
| Date | Estimate # |
| 9/25/2024 | 1351 |

The Pearl on Main
 7711 S Main Street Midvale 84047

Exterior Remodel
 Portion - \$2,350

| Item | Description | Qty | Cost | Total |
|--------------|--|-----|--------|----------|
| Floors-Ditra | Front Entry Prep Floor With Ditra Uncoupling Membrane and Install Tile (Penny with PEARL written out) (Set with Granirapid) | 45 | 30.00 | 1,350.00 |
| Other | Laser Jet Cut Penny Tile to Spell PEARL | 1 | 500.00 | 500.00 |
| Other | Floor Tile Allowance | 40 | 10.00 | 400.00 |
| Other | Floor Tile Allowance | 10 | 10.00 | 100.00 |
| | Main Lobby | | | |
| Other | Remove Carpet and Base and Dispose | 397 | 3.00 | 1,191.00 |
| Floors-Ditra | Prep Floor With Ditra Uncoupling Membrane and Install Tile | 397 | 12.00 | 4,764.00 |
| Other | Floor Tile Allowance | 445 | 4.00 | 1,780.00 |
| | Kitchen | | | |
| Other | Dustless Demo of Floor and Base Tile (Increase for base) | 145 | 6.50 | 942.50 |
| Floors-Ditra | Prep Floor With Ditra Uncoupling Membrane and Install Tile | 145 | 12.00 | 1,740.00 |
| Other | Install Tile Base (LF) | 45 | 10.00 | 450.00 |
| Other | Floor Tile Allowance (Quarry Tile) | 160 | 3.86 | 617.60 |
| Other | Tile Base Allowance (Quarry Tile) (Per PC) | 100 | 2.70 | 270.00 |
| | Office | | | |
| Other | Remove Carpet and Base and Dispose | 117 | 3.00 | 351.00 |
| Other | Level area with OSB or Selfleveling (TBD) | 1 | 450.00 | 450.00 |
| Floors-Ditra | Prep Floor With Ditra Uncoupling Membrane and Install Tile | 117 | 12.00 | 1,404.00 |
| Other | Install Tile Base (LF) | 38 | 10.00 | 380.00 |
| Other | Floor Tile Allowance (Quarry Tile) | 130 | 3.86 | 501.80 |
| Other | Tile Base Allowance (Quarry Tile) (Per PC) | 85 | 2.70 | 229.50 |
| | Merch | | | |
| Other | Remove Carpet and Base and Dispose | 61 | 3.00 | 183.00 |

Total

Elite Tile Setters, Inc.
9604 Daisy Meadow Circle
South Jordan, UT 84095

Estimate

| | |
|-----------|------------|
| Date | Estimate # |
| 9/25/2024 | 1351 |

The Pearl on Main
 7711 S Main Street Midvale 84047

| Item | Description | Qty | Cost | Total |
|------------------------|--|-----|-------|----------|
| Floors-Ditra | Prep Floor With Ditra Uncoupling Membrane and Install Tile | 61 | 12.00 | 732.00 |
| Other | Install Tile Base (LF) | 35 | 10.00 | 350.00 |
| Other | Floor Tile Allowance (Quarry Tile) | 68 | 3.86 | 262.48 |
| Other | Tile Base Allowance (Quarry Tile) (Per PC) | 80 | 2.70 | 216.00 |
| | Womans Restroom | | | |
| Other | Dustless Demo of Floor Tile | 196 | 5.50 | 1,078.00 |
| Other | Remove Tile and Sheetrock from Walls and Dispose | 470 | 8.00 | 3,760.00 |
| Floors-Ditra | Prep Floor With Ditra Uncoupling Membrane and Install Tile | 196 | 12.00 | 2,352.00 |
| Walls/Ceramic | Install Tile on Wainscot 4" high | 242 | 20.00 | 4,840.00 |
| Schluter Jolly Inst... | Install Schluter Jolly Profile (Includes Profile Piece) | 8 | 50.00 | 400.00 |
| Other | Floor Tile Allowance | 215 | 4.00 | 860.00 |
| Other | Wall Tile Allowance | 270 | 4.00 | 1,080.00 |
| | Mens Restroom | | | |
| Other | Dustless Demo of Floor Tile | 106 | 5.50 | 583.00 |
| Other | Remove Tile and Sheetrock from Walls and Dispose | 354 | 8.00 | 2,832.00 |
| Floors-Ditra | Prep Floor With Ditra Uncoupling Membrane and Install Tile | 106 | 12.00 | 1,272.00 |
| Walls/Ceramic | Install Tile on Wainscot 4" high | 184 | 20.00 | 3,680.00 |
| Schluter Jolly Inst... | Install Schluter Jolly Profile (Includes Profile Piece) | 5 | 50.00 | 250.00 |
| Other | Floor Tile Allowance | 118 | 4.00 | 472.00 |
| Other | Wall Tile Allowance | 205 | 4.00 | 820.00 |

| | |
|--------------|-------------|
| Total | \$43,443.88 |
|--------------|-------------|

ESTIMATE

Neils Tree Service

P.O. Box 518
West Jordan, Utah 84084

neil.smith15@yahoo.com
+1 (801) 502-0512



Bill to

John Simianer
7711 So Main Street
Midvale, UT

Ship to

John Simianer
7711 So Main Street
Midvale, UT

Estimate details

Estimate no.: 1033B
Estimate date: 09/17/2024
Expiration date: 10/17/2024

| # | Date | Product or service | Description | Qty | Rate | Amount |
|----|------|---------------------------|--|-----|--------------|-------------------|
| 1. | | Neils Tree Service | Remove two trees and stumps in park strip. | 1 | \$1,000.00 | \$1,000.00 |
| | | | | | Total | \$1,000.00 |

Note to customer

I look forward to working with you, please let me know if you have any questions.

Expiry date 10/17/2024

Accepted date

Accepted by

BACKUP QUOTE



**RENT-A-MONKEY
TREE SERVICE**

| | |
|--------------|--------------|
| ESTIMATE | #5553 |
| SERVICE DATE | Oct 31, 2024 |
| TOTAL | \$1,800.00 |

Rent A Monkey Tree Service

John Simianer
7711 S Main St
Midvale, UT 84047

☎ (406) 548-4792
✉ jsimianer@gmail.com

CONTACT US

791 E Savannah Ct
Sandy, UT 84094

☎ (801) 895-4676
✉ info@rentamonkey.com

ESTIMATE

| Services | qty | unit price | amount |
|--|-----|------------|------------|
| 2 Bradford Pears Tree Removal - Located in the park strip in front of theatre - Take down and haul all material from the property. | 1.0 | \$1,400.00 | \$1,400.00 |
| 2 Stump grinding - Located in front of the theater in the park strip - Grind down 3 to 5 inches below the surface level. - Clean and haul all debris and leave dirt/mulch level with the grade. | 1.0 | \$400.00 | \$400.00 |

Services subtotal: \$1,800.00

Subtotal \$1,800.00

Total \$1,800.00

Thank You for using Rent A Monkey Tree Service! We hope you have had a wonderful experience and we look forward to servicing your needs in the future!

DR Exteriors LLC

815 E Meadow Pine Ct
Salt Lake City, UT 84106 US
drexteriorsllc2020@gmail.com
www.drexteriorsllc.com

Estimate

| | | | |
|-------------------|-------------------|----------|------------|
| ADDRESS | SHIP TO | ESTIMATE | 1300 |
| John Simianer | John Simianer | DATE | 11/04/2024 |
| 7711 S Main St | 7711 S Main St | | |
| Midvale, UT 84047 | Midvale, UT 84047 | | |

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|-------|-----------------------------------|------------------|-----|----------|-------------------|
| | Window Installation | x2 | 1 | 800.00 | 800.00 |
| | New Trim around Windows | 2 Windows 1 Door | 1 | 250.00 | 250.00 |
| | Brick Repair (Materials Included) | | 1 | 350.00 | 350.00 |
| ----- | | | | | |
| | | | | SUBTOTAL | 1,400.00 |
| | | | | TAX | 0.00 |
| ----- | | | | | |
| | | | | TOTAL | \$1,400.00 |

Accepted By

Accepted Date

BACKUP QUOTE

Pearl On Main Remodel - Hive Design Group



Pearl On Main Remodel

Prepared By

R5 Innovations

385-887-3699

R5Innovationsutah@gmail.com

Prepared For

Hive Design Group

John Simianer

Jsimianer@gmail.com

11/6/2024

Scope of Work

WIndow & Trim Install

- Install 2 Large Windows
- Trim New Windows and 2 Doors
- caulk and paint trim

Repoint Brick

- touch up all Brick as needed.
- Wash Brick
- Scaffolding set up
- dispose of any construction debris pertaining to this scope.

Repoint Brick

\$5,202.00

WIndow & Trim Install

\$3,792.00

Proposal Total

\$8,994.00

Signature
Hive Design Group

RDA Program Manager Assessment

Property Address: 7711 S Main St., Midvale, UT 84047

Applicant: Hive Holdings Group LLC



I. Completeness of Grant Application

I have assessed the completeness of the application and supporting documentation. Overall, the application is complete based on the following considerations:

1. A completed application, which includes a written scope of work:
 - a. Fabrication and installation of marquee and blade sign
 - b. Replacement of lower-level windows
 - c. New entry door
 - d. Installation of tile leading to entryway
 - e. Trim Work
 - f. New concrete work leading up to entryway
 - g. Tree Removal
2. Current photos of the property to be improved
3. Schematics
4. Two written cost estimate.

II. Fulfillment of Program Objectives

The grant application was evaluated based on the program objectives outlined, as follows:

1. **Provide a Noticeable Contribution to Main Street's Revitalization Efforts**

The proposed facade improvements, particularly the installation of a landmark marquee

sign, will make a significant and visually impactful contribution to Main Street's revitalization. As a historically important entertainment venue, the theatre has long served as a cultural hub within the community. This marquee sign, reminiscent of past signage, will not only revitalize the building but also strengthen the unique historical aesthetic of Main Street, attracting both residents and visitors. The enhanced visibility and appeal of the theatre will likely draw more foot traffic, supporting neighboring businesses and contributing to the area's economic vitality.

2. Be Consistent with the Aspirational Character of and Vision for Main Street

This project closely aligns with the vision of Main Street as a destination for cultural and social engagement. The marquee sign harmonizes with the area's historic and aesthetic character, respecting the architectural period while reintroducing a key element that once defined the theatre's presence on Main Street. By reinstating this classic feature, the project upholds the heritage of the area, reinforcing the charm and character that the revitalization efforts aim to preserve and celebrate.

3. Support and Enhance Pedestrian Accessibility and Be Pedestrian-Oriented

The marquee sign and associated facade enhancements are designed to engage and attract pedestrians, enhancing Main Street's walkable environment. The prominent, pedestrian-scale signage will be visible from a distance, inviting foot traffic to explore the theatre and surrounding businesses. By enhancing the visual appeal and ensuring the building's facade is more approachable and engaging, the project contributes to a more inviting and pedestrian-friendly streetscape, aligning with broader goals for pedestrian accessibility on Main Street.

III. Compliance with Eligibility Requirements

The eligibility requirements outlined in the grant guidelines were carefully reviewed for adherence. This project complies with the following eligibility requirements:

- Applicants must be owners or tenants of real property located within the Main Street CDA
- Property tax payments must be current
- Business owners must hold a valid business license, if applicable
- Applicants must possess and provide proof of ownership; if a tenant, proof of ownership must be verified by the building owner, and a copy of the lease agreement provided to the RDA
- All building materials used in the improvements to the facade must have a minimum certified life of 30 years
- All buildings must have commercial activity as their primary purpose, including but not limited to traditional retail, specialty shops, services, restaurants and bars, live

entertainment, cultural venues, and galleries; mixed-use buildings will be considered in commercial buildings, provided the commercial use is located on the ground level

- All improvements must comply with current City zoning and building codes

IV. Recommendations

Based on this assessment, I recommend approval of the grant application for the west-facing facade on the property located at 7711 S Main Street. Based on the project budget, the recommended funding for this project is \$50,000, which is the maximum available for this project and does not exceed 50% of the total project cost. Given the funds provided and the historical significance of hosting an iconic marquee sign on this building, I recommend an easement held in perpetuity on these funded improvements.



REDEVELOPMENT AGENCY OF MIDVALE CITY

Meeting Date: November 12, 2024

ITEM TYPE: Action

SUBJECT: Consider **Resolution No. 2024-33RDA** approving a Right of First Refusal Agreement between the Redevelopment Agency of Midvale City and Hive Holdings Group, LLC for the Property Located at 7711 S Main Street, Midvale Ut 84045.

SUBMITTED BY: Nate Rockwood, Assistant City Manager

SUMMARY:

In August 2022, the Redevelopment Agency of Midvale City (the "Agency") provided a loan of \$250,000 to Hive Holdings Group, LLC, through the Main Street Revolving Loan Program to assist with the purchase of the theatre located at 7711 S. Main Street, where The Pearl Theatre currently operates. This property has been an important cultural asset for the community throughout the history of Midvale's Main Street, hosting numerous cultural events under various names, including The Burk Theatre, The Iris Theatre and Comedy Circuit, among others. The Agency is now considering entering a Right of First Refusal (ROFR) Agreement with Hive Holdings Group, LLC, and is bringing the agreement before the RDA Board for discussion.

The primary purpose of this ROFR Agreement is to enable the Agency to preserve the theatre's operations as a theatre and performance venue and that it remains an essential cultural and community asset in the event the building is ever put up for sale in the future. This ROFR also allows the RDA to confidently invest additional funds into the preservation and reconstruction of the theater façade which is of significant importance to the revitalization of Main Street and the placemaking efforts in the creation of the Midvale Main Arts, Food & Culture District. Understanding the impact that the theater marquee and blade sign will have on both the activation of the theater space and the activation of Main Street itself, the owners have agreed that all proceeds from the ROFR, along with the façade improvement grant will go into the theater's façade.

Key Provisions:

- Grant of Right of First Refusal (ROFR):
 - Hive grants the Agency a ROFR on any sale of the property, allowing the Agency the opportunity to match any third-party offer before Hive can proceed with a sale.
- Notification and Exercise Period:
 - If Hive receives a bona fide purchase offer it wishes to accept, it must notify the Agency within 15 days and provide full details of the offer.
 - The Agency then has 30 days from receipt of the notice to exercise its right to purchase the property under the same terms as the third-party offer.
- Due Diligence Period:
 - Upon the Agency's notice of intent to purchase, it will have 120 days to conduct due diligence, including property inspections and assessments. All payments provided in the

ROFR agreement, and any remaining loan amount would be deducted from the sale price. The agreement allows the Agency to terminate the agreement if the property is deemed unsuitable.

- Financial Considerations and Contributions:
 - The Agency previously loaned Hive \$250,000 at a 1.75% interest rate for property renovations. These funds were used as intended to purchase the property and renovate the internal theater space. The owners are current with all loan payments.
 - In order to expedite the restoration of the theater's façade, the Agency will contribute a total of \$164,048.97 towards façade and sidewalk improvements, including:
 - \$50,000 from the Façade Improvement Grant Fund.
 - \$15,807 in waived interest on the loan (this will match current loan program guidelines).
 - \$97,661.97, for the ROFR, contingent upon the Agency's approval of the façade restoration plans.
- Third-Party Purchase Provision:
 - If the Agency opts not to exercise its ROFR, Hive may sell the property to the third-party offeror within 60 days. If the sale does not close within this period, Hive must provide a new ROFR notice to the Agency for any subsequent offers.
- Expiration of ROFR:
 - This agreement remains in effect until the Agency purchases the property, or the property is sold to a third party within the specified timeframe.
- Release Option:
 - The Agency may waive its ROFR if a third-party buyer agrees to maintain the property's façade, and continue the property's use as a theater and performance venue.

FISCAL IMPACT:

The ROFR Agreement entails specific fiscal impacts for the Agency. Initially, the Agency committed \$250,000 to Hive at an interest rate of 1.75% for property renovations, the \$15,807 in interest will be waived as part of this agreement with those funds being committed to the façade. Additionally, the Agency will contribute \$50,000 through the Façade Improvement Grant Fund, along with an additional \$97,661.97 needed to secure the ROFR and fund the proposed improvements, contingent upon the Agency's approval of restoration plans.

If the Agency Board chooses to exercise its right to purchase the property, it will match any third-party offer price, applying all previously contributed funds (such as grants, loans, and waived interest) toward the purchase price, effectively reducing the Agency's out-of-pocket expense at the time of acquisition. Alternatively, should the Agency waive its right to purchase, there would be no additional fiscal impact beyond the initial investments. In such a scenario, the property may be sold to a third party, provided that the buyer agrees to maintain the property's historic façade and continue its use as a theater and performance venue. In all scenarios the façade easement would run with the property in perpetuity or until removed by the RDA Board.

STAFF RECOMMENDATION:

"I move that we suspend the rules¹ and adopt Resolution No. 2024-33RDA approving a Right of First Refusal Agreement between the Redevelopment Agency of Midvale City and Hive Holdings Group, LLC for the Property Located at 7711 S Main Street, Midvale, UT 84047."

¹ The reason we ask to suspend the rules is the owner is ready to begin the improvements and RDA staff believes these overall improvements will continue to improve the street and drive more traffic to the already established businesses.

ATTACHMENTS:

Resolution No. 2024-33RDA

Right of First Refusal Agreement

Estimates and Renderings of Proposed Improvements

THE REDEVELOPMENT AGENCY OF MIDVALE CITY, UTAH
RESOLUTION NO. 2024-33RDA

A RESOLUTION APPROVING A RIGHT OF FIRST REFUSAL BETWEEN THE REDEVELOPMENT AGENCY OF MIDVALE CITY AND HIVE HOLDINGS GROUP LLC FOR THE PROPERTY LOCATED AT 7711 S. MAIN STREET , MIDVALE, UT 84047

WHEREAS, the Redevelopment Agency of Midvale City (the "Agency") was created by the Midvale City Council to conduct business and exercise powers under the Utah Redevelopment Agencies Act; and

WHEREAS, Hive owns fee title to real property situated in Midvale City, Salt Lake County, Utah with a street address of 7711 S. Main Street, Midvale City , (the "Property"); and

WHEREAS, on or about August 4, 2022, Agency loaned Hive Two Hundred Fifty Thousand Dollars (\$250,000.00) from the Redevelopment Agency Main Street Revolving Loan Program Loan Fund for the purpose of purchasing Property and providing needed interior improvements; and

WHEREAS, the Property is currently used as office space by Hive and as a theatre and performance venue known as “The Pearl Theatre”; and

WHEREAS, Agency desires to preserve the Pearl Theater’s operation as a theatre and performance venue; and

WHEREAS, Agency desires to obtain from Hive and Hive desires to grant to Agency a Right of First Refusal (the “ROFR”) to purchase the Property based on the terms set forth in the agreement; and

WHEREAS, Hive Holdings Group LLC agrees to use the funding provided under the ROFR to support the preservation and reconstruction of the theatre façade.

WHEREAS, the Agency believes that the funds provided to Hive Holdings Group to support the preservation and reconstruction of the theatre façade are of significant importance to the revitalization of Main Street and the placemaking efforts involved in the creation of the Midvale Main Arts, Food & Culture District.

NOW THEREFORE BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF MIDVALE CITY that the Board of Directors does hereby approve this resolution and authorizes the Chief Administrative Officer to execute the Right of First Refusal Agreement with Hive Holdings Group LLC for the property located at 7711 S. Main Street, Midvale, UT 84047.

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

Marcus Stevenson
Chief Administrative Officer

Matt Dahl
Executive Director

ATTEST:

Rori L. Andreason, MMC
Secretary

| Voting by the RDA Board | “Aye” | “Nay” |
|-------------------------|-------|-------|
| Bonnie Billings | _____ | _____ |
| Paul Glover | _____ | _____ |
| Heidi Robinson | _____ | _____ |
| Bryant Brown | _____ | _____ |
| Dustin Gettel | _____ | _____ |

When Recorded Mail to:
Redevelopment Agency of Midvale City
7505 S. Holden Street
Midvale, UT 84047

RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT ("Agreement") is made and entered into effective as of this _____ day of _____, 2024, (the "Effective Date"), by and between the Redevelopment Agency of Midvale City, a political subdivision of the state of Utah (the "Agency") and Hive Design Group, LLC, a Utah limited liability company ("Hive"). The Agency and Hive are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Hive owns fee title to real property situated in Midvale City, Salt Lake County, Utah with a street address of 7711 S. Main Street, Midvale City and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, (the "Property"); and

WHEREAS, on or about August 4, 2022, Agency loaned Hive Two Hundred Fifty Thousand Dollars (\$250,000.00) from the Redevelopment Agency Main Street Revolving Loan Program Loan Fund for the purpose of purchasing the Property and providing needed interior renovations of the Property; and

WHEREAS, the Property is currently used as office space by Hive and as a theater and performance venue known as "The Pearl Theater"; and

WHEREAS, Agency desires to preserve the Pearl Theater's operation as a theater and performance venue; and

WHEREAS, Agency desires to obtain from Hive and Hive desires to grant to Agency a Right of First Refusal (the "ROFR") to purchase the Property on the terms and conditions set forth hereinafter; and

NOW, THEREFORE, in consideration of valuable consideration paid by Agency, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of ROFR to Purchase.** Hive grants to Agency the ROFR with regard to any sale of the Property, or a portion of the Property, upon the terms and conditions hereinafter set forth.
2. **ROFR.** In the event Hive receives a bona fide offer to purchase the Property, or a portion of the Property, which Hive desires to accept, Hive shall within fifteen (15) days give written notice thereof, including a complete copy of the offer, to Agency (the "Notice"). Agency shall have the right, exercisable at any time within thirty (30) days following receipt of the Notice, to offer to Hive in writing Agency's intent to purchase the Property, or such portion of the Property described in the Notice, at the price described in the Notice.
3. **ROFR Due Diligence Period.** In the event Agency timely delivers written notice to Hive, the Parties shall prepare and execute such agreements and other instruments and documents as are appropriate to accomplish the purchase by Agency. Upon Agency's payment of an earnest money deposit, the Parties agree that Hive shall grant the Agency all necessary access to the Property to conduct necessary due diligence ("Due

Diligence”) prior to purchase. The Due Diligence period shall expire one hundred twenty (120) days from the Effective Date unless extended by mutual written agreement of the Parties. The Parties agree that the closing of the purchase of the Property by Agency shall occur no more than sixty (60) days after the close of the Due Diligence Period. If prior to the close of the Due Diligence period Agency determines in its sole discretion that circumstances exist which render the Property unsuitable for Agency’s intended use, Agency may terminate this Agreement by giving written notice to Hive and, if applicable, to escrow agent in which event this Agreement shall become null and void and the earnest money shall be returned to Agency.

4. **Purchase by Agency.** Agency and Hive have entered into a Loan Agreement, Promissory Note and Security Agreement dated August 4, 2022, pursuant to the Redevelopment Agency Main Street Revolving Loan Program, under which Hive borrowed from Agency Two Hundred Fifty Thousand Dollars (\$250,000.00) at an interest rate of 1.75%.

In addition, Agency has pledged Fifty Thousand Dollars (\$50,000.00) to the restoration of the Property’s façade and sidewalk, as part of the established Façade Improvement Grant Program, provided that Hive meets the cost share requirements through use of the funds received in compensation for the ROFR.

Agency and Hive agree that the estimated cost of the façade restoration is One Hundred Sixty-Four Thousand, Forty-Eight Dollars and Ninety-Seven Cents (\$164,048.97) and, therefore, As consideration for the grant of the ROFR by Hive to Agency, Agency agrees to contribute the following payments and matching funds to the façade and sidewalk improvements:

- Fifty Thousand Dollars (\$50,000.00) – Façade Improvement Grant Funds
- Fifteen Thousand, Eight Hundred and Seven Dollars (\$15,807.00) – waived interest on the existing loan under the revolving loan program.
- Ninety-Seven Thousand, Six Hundred Sixty-One Dollars and Ninety-Seven Cents (\$97,661.97), as set forth herein above, provided Agency approves the plans and estimates for the restoration of the façade and sidewalk.

In the event Agency elects to purchase the Property, all of the funds identified in this paragraph 4, in addition to any earnest money paid by Agency, shall be applied against the purchase price of the Property.

5. **Purchase of Property by Third Party.** In the event that Agency affirmatively elects not to exercise said right or Agency does not provide Hive with notice of its exercise of said right within thirty (30) days of receiving the Notice, Hive shall have the right for sixty (60) days to sell the Property, or such portions of the Property described in the Notice, to the third party having made the bona fide offer, or his/her/its assign, at a purchase price no greater than that in the Notice. In the event that Hive does not close such sale to a third party within the sixty (60) day period, the status quo shall be restored, and Hive shall again be required to provide Notice to Agency as hereinabove provided in the event a subsequent third party makes a bona fide offer to purchase the Property or a portion of the Property.

6. **ROFR Period.** This Agreement shall be effective as of the Effective Date of this Agreement and shall expire only when and if Agency purchases the Property or Agency declines to exercise its right under the ROFR and a third party purchases the Property within the sixty (60) days as provided above.

7. **Release of ROFR.** Notwithstanding the foregoing, in the event a third party makes a bona fide offer to purchase the Property and such third party agrees to purchase the Property subject to a deed restriction preserving all facades of the Property; restoring the sidewalk in front of the Property to its historic condition as delineated by Agency; and limiting the use of the Property to a theater and performance venue, Agency may, in

its sole discretion, decline to exercise its right under the ROFR; provided, however, that nothing in this section prevents Agency from exercising its right under the ROFR as provided herein.

8. **Runs with the Property.** The Parties agree that this Agreement burdens the Property and that the Property shall be held, mortgaged, encumbered, transferred, sold, and/or conveyed subject to this Agreement and the covenants and conditions contained herein, and that this Agreement shall be deemed to run with the land and to burden the Property according to the terms of this Agreement. This Agreement shall be binding upon Hive and its successors and assigns and inure to the benefit of the Agency and its successors and assigns.

9. **Duly Authorized.** Hive warrants that it is authorized to execute this Agreement by all necessary actions, including but not limited to corporate, partnership or individual action and that it has secured approvals from any creditor or other party and further warrants that there have been no material changes in its business organization or partnerships that would adversely affect its ability to enter into this Agreement.

10. **Attorneys' Fees; Jurisdiction.** In the event of any litigation arising out of this Agreement, the prevailing Party shall be entitled to all reasonable costs and expenses including attorneys' fees. The laws of the State of Utah shall govern the interpretation, validity, performance, and enforcement of this Agreement. For resolution of any dispute arising hereunder, venue shall be in the Third District Court, County of Salt Lake City, State of Utah.

11. **Notices.** Any notices required or permitted hereunder shall be sufficient if personally delivered or sent by certified mail, return receipt, addressed as follows:

If to Hive:
Hive Design Group, LLC
Attn: _____

If to Agency:
Redevelopment Agency of Midvale City
Attn: RDA Program Manager
7505 S. Holden St.
Midvale City, UT 84047

Notice personally delivered shall be effective upon delivery. Mailed notice shall be effective three (3) business days after mailing.

12. **Recording of Agreement.** Agency shall record this Agreement in the office of the Salt Lake City County Recorder, Salt Lake County, State of Utah, and Agency shall retain the recorded Agreement.

13. **Paragraph Headings.** Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

14. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors, and assigns.

IN WITNESS WHEREOF, the Parties have executed this ROFR Agreement effective as of the date and year first above written.

HIVE:

HIVE DESIGN GROUP LLC, a Utah limited liability company

By: _____

Name Printed: _____

Title: _____

STATE OF UTAH
COUNTY OF SALT LAKE

On this ____ day of _____, 2024, personally appeared _____, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say that he/she is the _____ of HIVE DESIGN GROUP LLC, a Utah limited liability company, and said document was signed by him/her on behalf of said limited liability company with authority, and acknowledged to me that said limited liability company executed the same.

Notary Public

**AGENCY:
REDEVELOPMENT AGENCY OF MIDVALE CITY, a
political subdivision of the state of Utah**

By: _____

Name Printed: _____

Title: _____

Approved as to Form:

Thomas A. Daley
RDA Attorney

STATE OF UTAH
COUNTY OF SALT LAKE

On this ____ day of _____, 2024, personally appeared _____, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say that he/she is the _____ of the REDEVELOPMENT AGENCY OF MIDVALE CITY, a political subdivision of the state of Utah, and said document was signed by him/her on behalf of the Agency with authority, and acknowledged to me that said Agency.

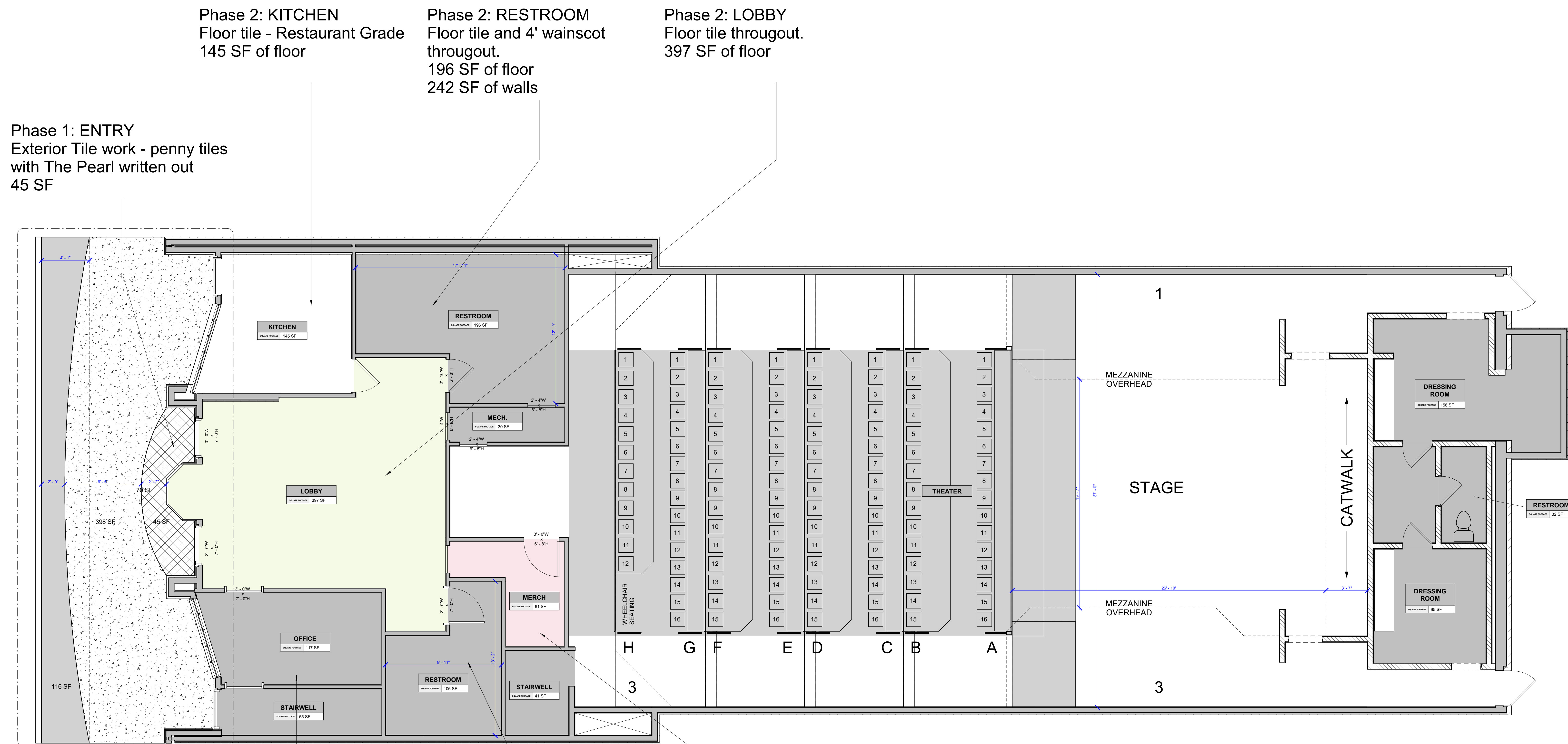
Notary Public

7711 S. Main Renovation

PROJECT Budget

\$164,048.97

| Item | Amount |
|--------------------------------|---------------------|
| Marquee and Blade Sign | \$120,510.38 |
| Concrete Work | \$18,930.00 |
| Lower Floor Window Replacement | \$12,223.91 |
| Entry Door Replacement | \$7,634.68 |
| Exterior Tile Work | \$2,350.00 |
| Tree Removal | \$1,000.00 |
| Trim Work | \$1,400.00 |
| Total | \$164,048.97 |



1 THEATER FLOOR PLAN
1/4" = 1'-0"

2
A002

PROJECT 21-017
ISSUE DATE AUGUST 2022

PROJECT ADDRESS
THE PEARL ON MAIN
7711 S. MAIN STREET
MIDVALE, UT 84047

SHEET NAME
GROUND LEVEL FLOOR PLAN

SHEET #
A0.1

STAMP

REVISIONS

CONSULTANT



SIGN PACKAGE FOR

PEARL THEATER / HIVE DESIGN GROUP

PRESENTED BY





CENTER STREET

MAIN STREET



NFP

SALES _____ DESIGNER _____ PRINT DEPT _____ SHOP PRODUCTION _____ INSTALL MANAGER _____



2236 S. 3270 W.
Salt Lake City, UT
Phone: 801-972-5101
Fax: 801-972-2530
www.impact-signs.com

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CUSTOMER APPROVAL _____ DATE _____

PEARL THEATER

| | | | | | |
|---|--|--------------|----------|--------------|----------------|
| CLIENT INFO | | DRAWING INFO | | DRAWING No | REVISION No |
| Hive Group Design 7711 South Main Midvale, UT 84047 | | Site Map | | 0.1 | R3 |
| Peyton Wunderli 801-824-6632 | | SALES | DESIGN | | |
| | | Billy B. | JUSTIN R | 2022.05.26 | SCALE AS NOTED |
| | | | | SHEET 1 of 7 | 2022.10.26 |

SIGN 1

CANOPY MARQUEE SIGN

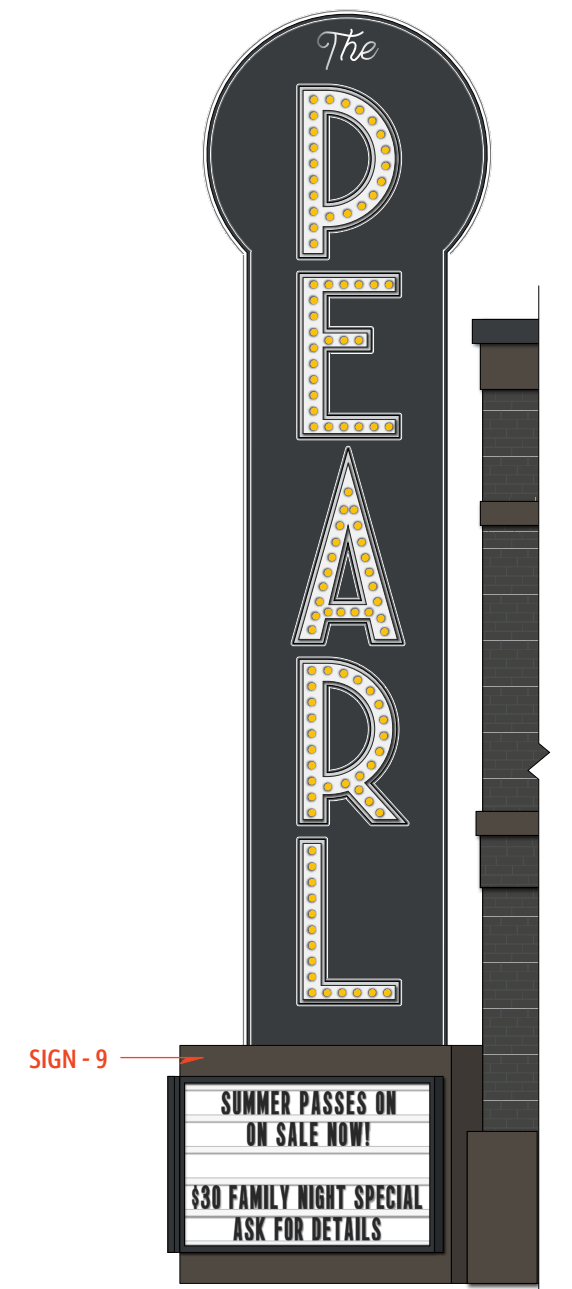
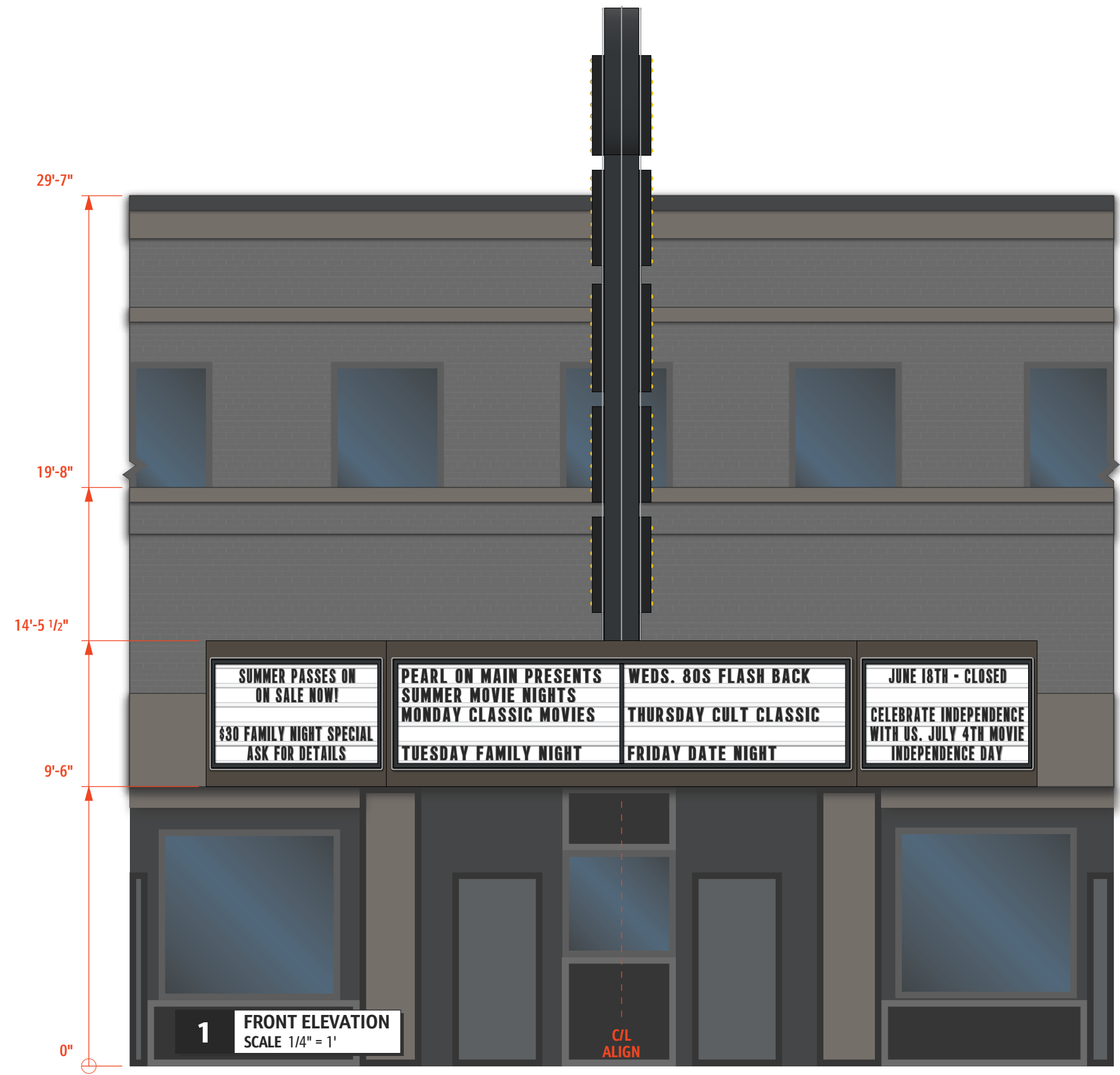
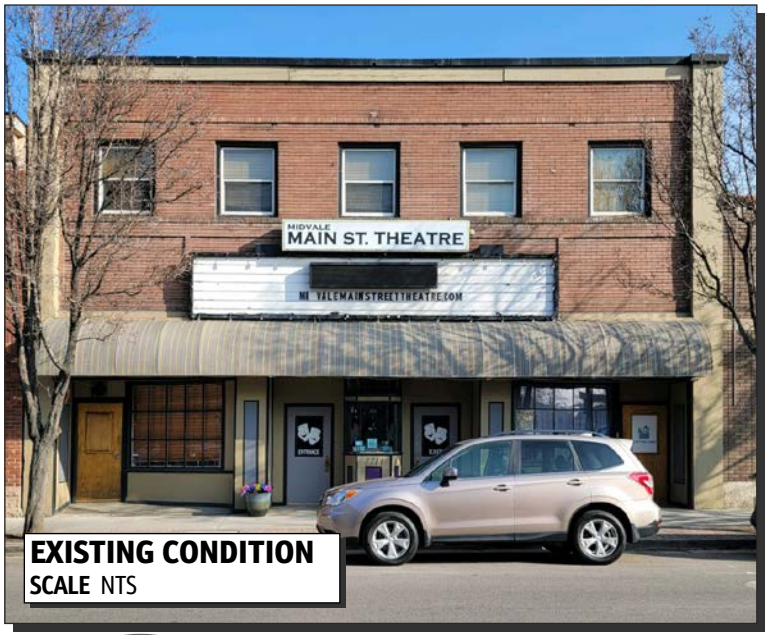
THEATER CANOPY w/ MARQUEE LETTER BLADE SIGN

MANUFACTURE & INSTALL
ONE [1] ILLUM. CANOPY w/ S/F READER BOARDS & CHANGEABLE LETTERS.

MANUFACTURE & INSTALL
ONE [1] BLADE SIGN w/ ILLUM. MARQUEE CHANNEL LETTERS.

A CANOPY w/ **THREE [3]** INTERNALLY ILLUMINATED CABINETS, WHITE POLYCARBONATE FACES w/ 5 LINES OF 6" on 8" CHANGEABLE LETTERS ; LED EDISON [or similar] BULBS IN GRID PATTERN UNDERNEATH CANOPY

B BLADE SIGN w/ MARQUEE PAN CHANNEL LETTERS



NFP

SALES _____ DESIGNER _____ PRINT DEPT _____ SHOP PRODUCTION _____ INSTALL MANAGER _____

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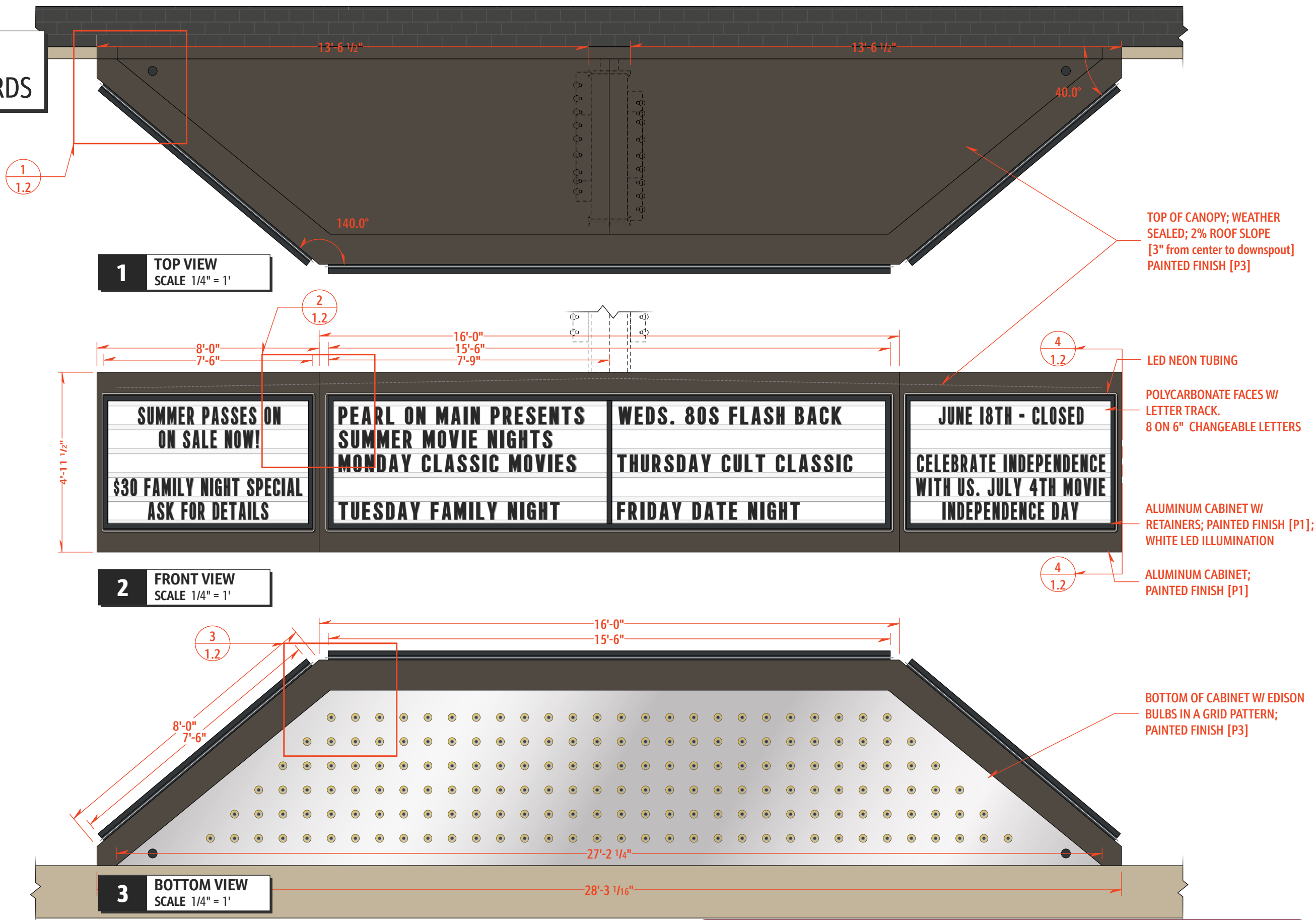
CUSTOMER APPROVAL _____ DATE _____

PEARL THEATER

| | | | | | |
|--|---------------------|--|--|--------------------------|--------------------------|
| CLIENT INFO Hive Group Design 7711 South Main Midvale, UT 84047 Peyton Wunderli 801-824-6632 | | DRAWING INFO Elevations Reader Board Canopy & Marquee Blade Sign SCALE AS NOTED ORIG. DATE 2022.05.26 | | DRAWING No 1.0 | REVISION No R3 |
| SALES Billy B. | DESIGN JUSTIN R. | SHEET 2 of 7 | | 2022.10.26 | |

SIGN 1A

CANOPY w/ READER BOARDS



| PAINT SCHEDULE | |
|----------------------------------|-----------------|
| SCREEN AND PRINT COLORS MAY VARY | |
| 1 | TBD |
| 2 | TBD |
| 3 | METALLIC SILVER |

1 TOP VIEW
SCALE 1/4" = 1'

2 FRONT VIEW
SCALE 1/4" = 1'

3 BOTTOM VIEW
SCALE 1/4" = 1'

TOP OF CANOPY; WEATHER SEALED; 2% ROOF SLOPE [3" from center to downspout] PAINTED FINISH [P3]

LED NEON TUBING
POLYCARBONATE FACES w/ LETTER TRACK. 8 ON 6" CHANGEABLE LETTERS

ALUMINUM CABINET w/ RETAINERS; PAINTED FINISH [P1]; WHITE LED ILLUMINATION

ALUMINUM CABINET; PAINTED FINISH [P1]

BOTTOM OF CABINET w/ EDISON BULBS IN A GRID PATTERN; PAINTED FINISH [P3]



NFP



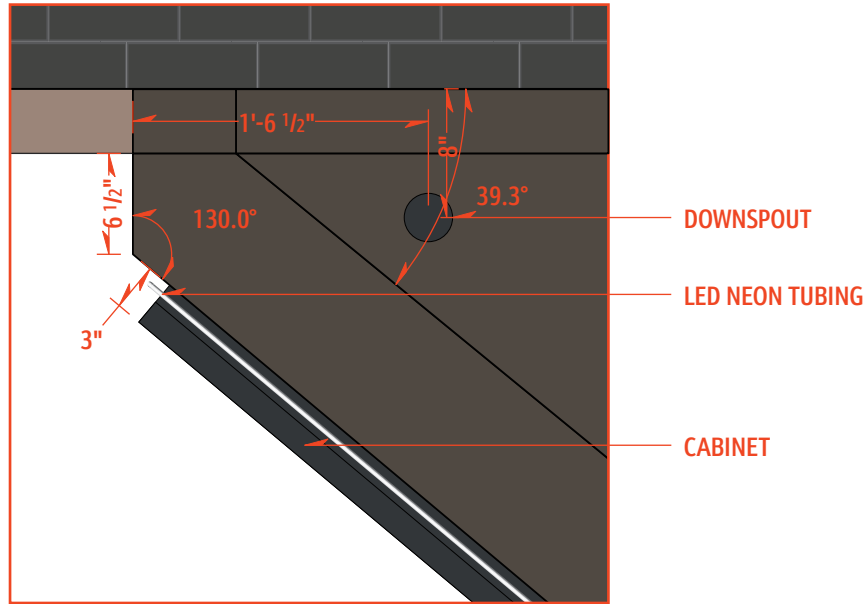
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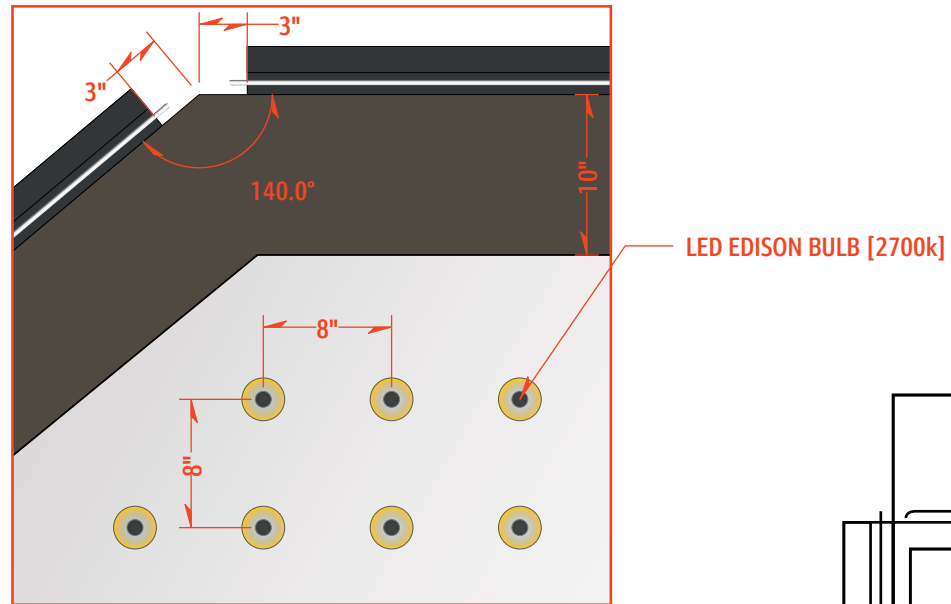
CUSTOMER APPROVAL _____ DATE _____

| PEARL THEATER | | | |
|--|-----------|--|------------|
| CLIENT INFO | | DRAWING INFO | |
| Hive Group Design 7711 South Main Midvale, UT 84047 Peyton Wunderli 801-824-6632 | | Canopy Sign Plan & Elevation Views w/ callouts. SCALE AS NOTED | |
| SALES | DESIGN | ORIG. DATE | DRAWING No |
| Billy B. | JUSTIN R. | 2022.05.26 | 1.1 |
| REVISION No | | | R3 |
| SHEET 3 of 7 | | | 2022.10.26 |

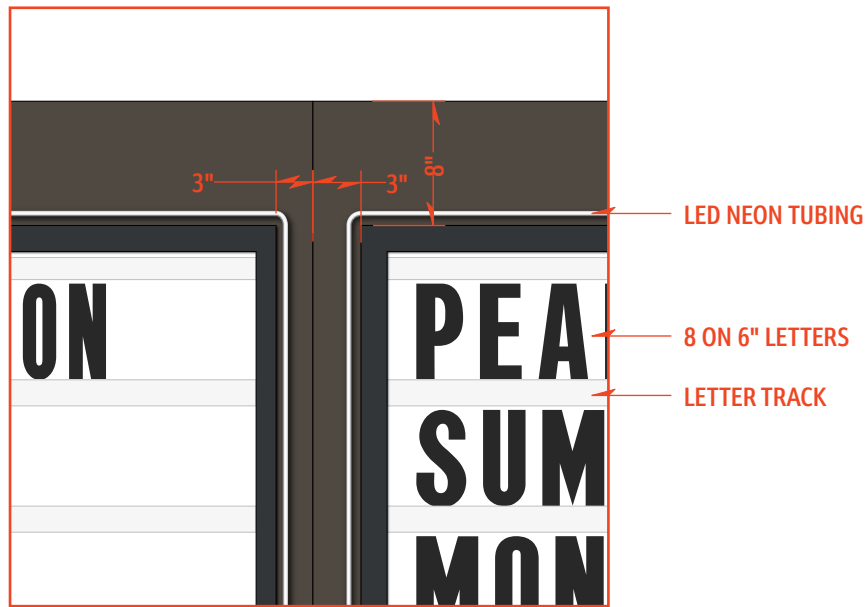
SIGN 1A DETAILS



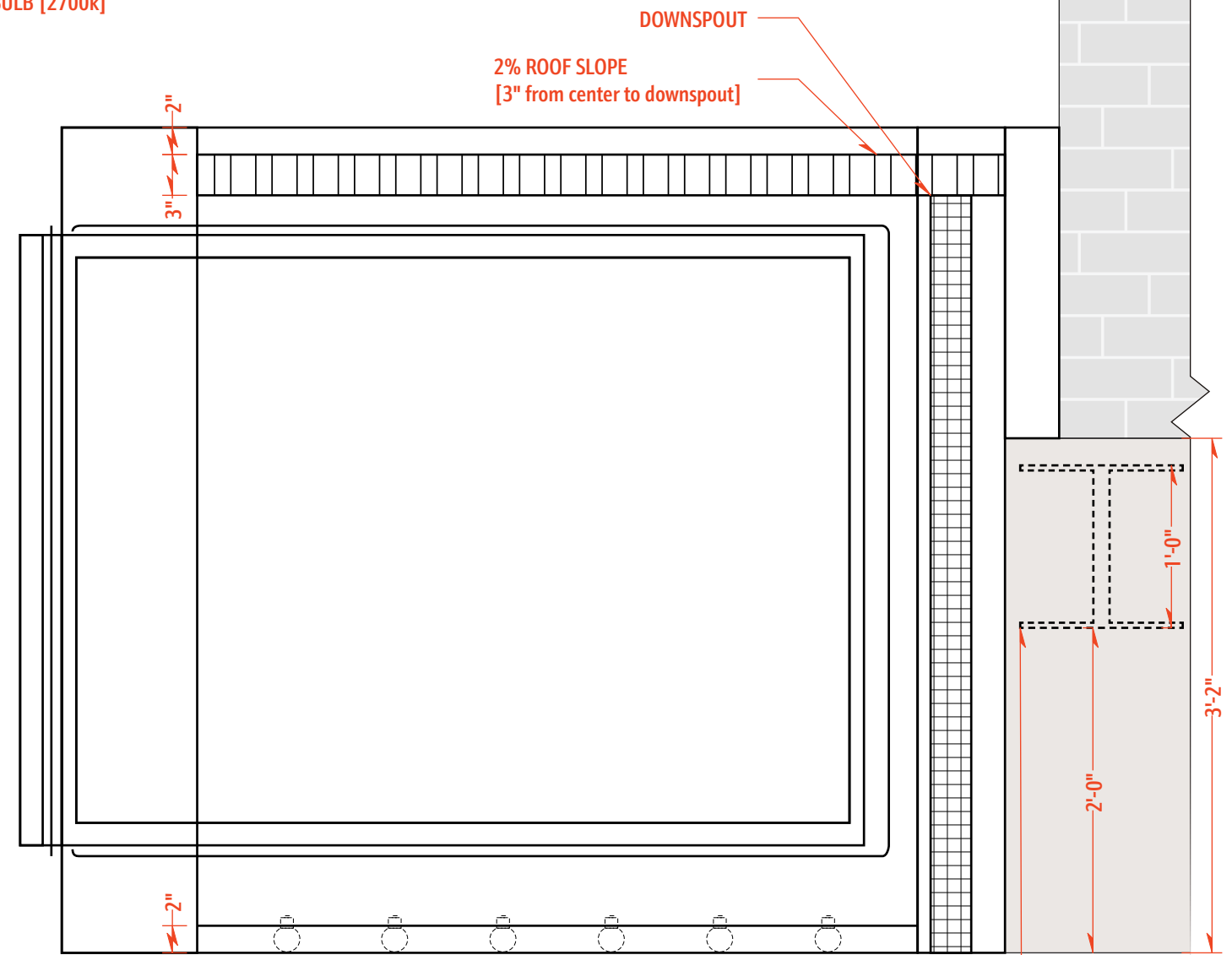
1 DETAIL
SCALE 1" = 1'



3 DETAIL
SCALE 1" = 1'



2 DETAIL
SCALE 1" = 1'



4 SIDE CROSS SECTION
SCALE 1" = 1'

EXISTING I-BEAM

NFP

SALES _____ DESIGNER _____ PRINT DEPT _____ SHOP PRODUCTION _____ INSTALL MANAGER _____

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CUSTOMER APPROVAL _____ DATE _____

PEARL THEATER

CLIENT INFO
Hive Group Design
7711 South Main
Midvale, UT 84047
Peyton Wunderli
801-824-6632

DRAWING INFO
Canopy Sign
Details

SALES: Billy B. DESIGN: JUSTIN R. ORIG. DATE: 2022.05.26 SCALE: AS NOTED

DRAWING No: **1.2** REVISION No: **R3**

SHEET 4 of 7 2022.10.26

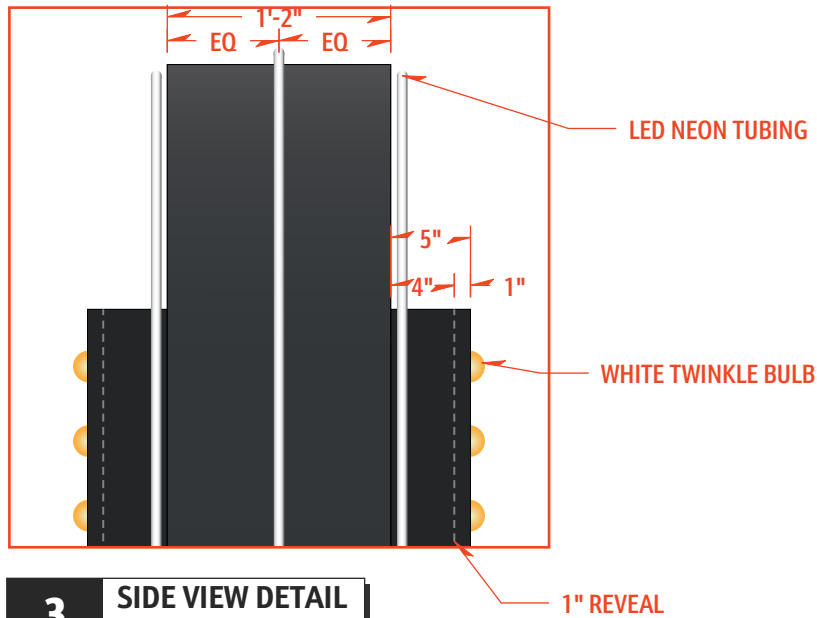
SIGN 1B

BLADE SIGN w/ MARQUEE LETTERS

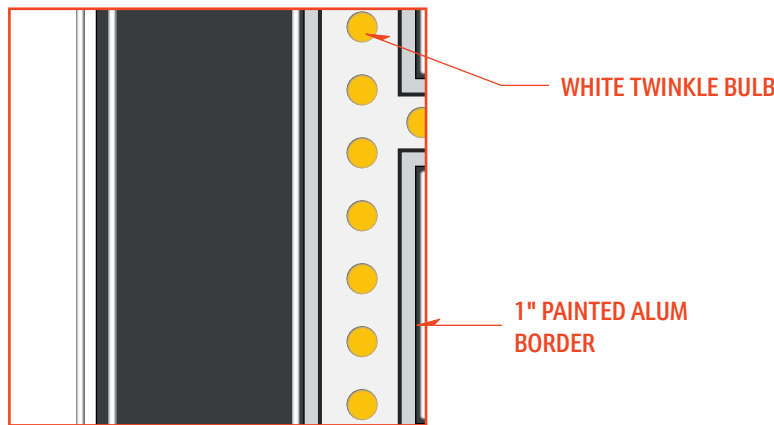
PAINT SCHEDULE

SCREEN AND PRINT COLORS MAY VARY

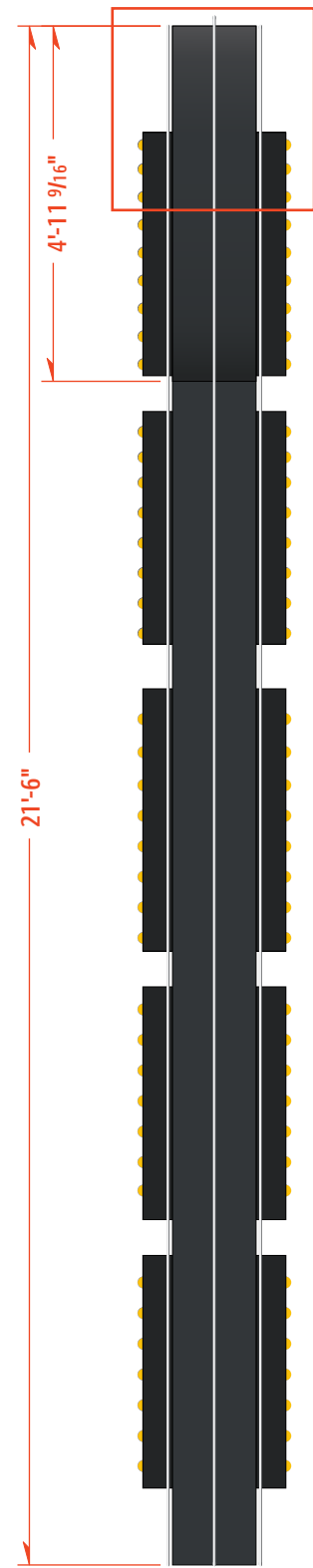
- 2 TBD
- 4 SATIN BLACK
- 5 SATIN WHITE



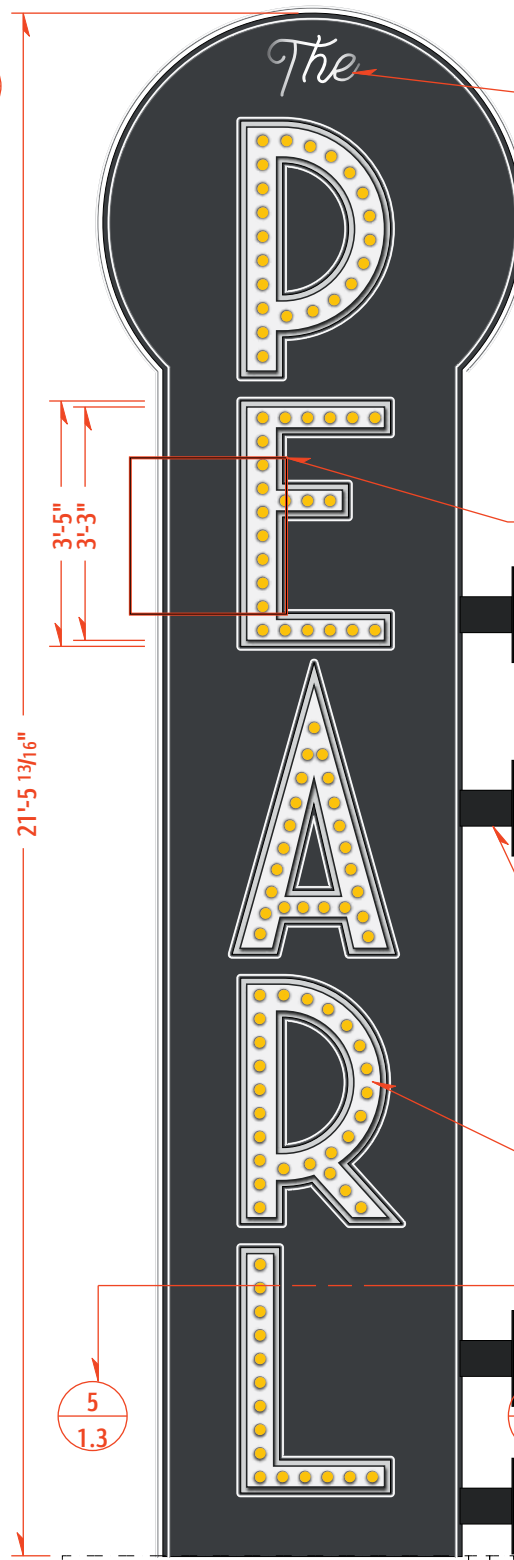
3 SIDE VIEW DETAIL
SCALE 1" = 1'



4 SIDE VIEW DETAIL
SCALE 1" = 1'



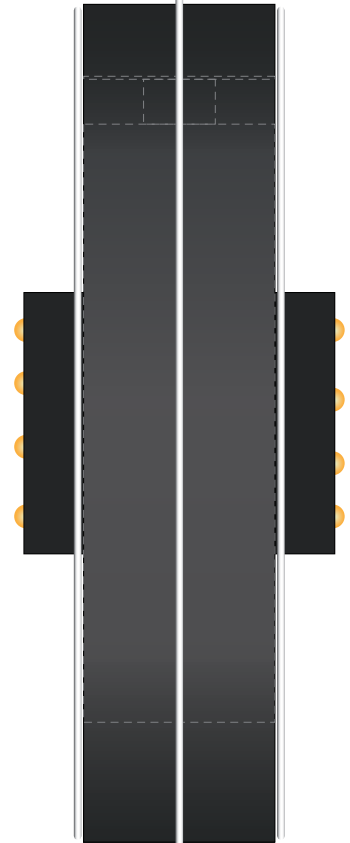
1 FRONT VIEW
SCALE 3/8" = 1'



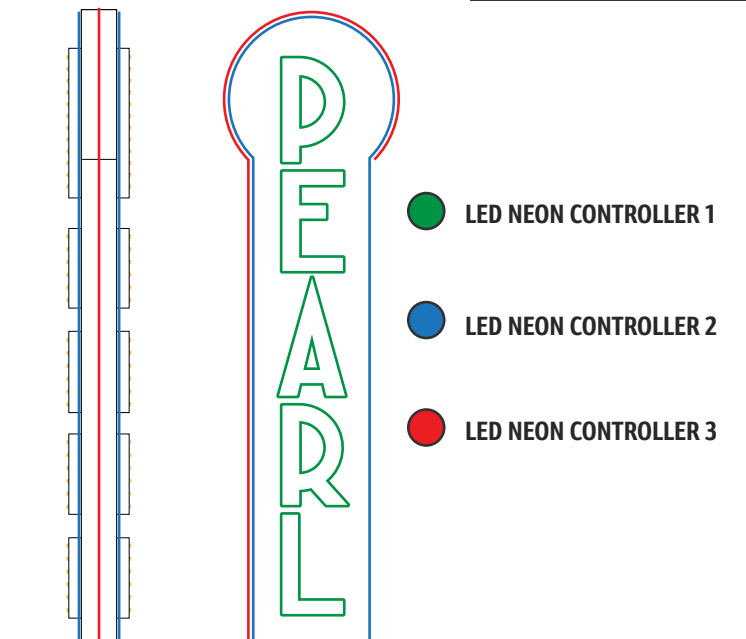
2 SIDE VIEW
SCALE 3/8" = 1'



5 SECTION VIEW
SCALE 3/4" = 1'



6 TOP VIEW
SCALE 3/4" = 1'



7 SEQUENCE CONTROLLERS
SCALE NTS



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CUSTOMER APPROVAL _____ DATE _____

SALES _____ DESIGNER _____ PRINT DEPT _____ SHOP PRODUCTION _____ INSTALL MANAGER _____

CLIENT INFO
Hive Group Design
7711 South Main
Midvale, UT 84047
Peyton Wunderli
801-824-6632

DRAWING INFO
Blade Sign Details
SCALE AS NOTED
SALES **Billy B.** DESIGN **Justin R.** ORIG. DATE **2022.05.26**

DRAWING No **1.3** REVISION No **R3**
SHEET 5 of 7 2022.10.26

| SOLD TO: | JOB LOCATION: |
|--|--|
| HIVE DESIGN GROUP (PEARL THEATER) 7711 SOUTH MAIN MIDVALE UT 84047 | Hive design group (Pearl Theater) 7711 South Main Midvale UT 84047 |

IMPACT SIGNS (HEREINAFTER CALLED THE "COMPANY") proposes and upon the acceptance by the Customer evidenced by signing this Proposal, agrees to furnish all the materials and perform all the labor necessary for the completion of the following:

| QTY | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|--------------------------|---|-------------------------------|---------------------|
| 1 | * QUOTE #25375 Manufacture one each Large double sided blade sign reading PEARL 5'10" wide x 20'10" tall with open face pan channel letters with WHITE led sparkle bulbs, RGB led neon around letters on one DMX controller another row of RGB led around face on both sides of blade on its their own DMX controller and then one more line of RGB led on edge of cabinet on its own DMX controller. Sign to have 4 each 6" square tube with match plates for mounting to building. Custom boarder tube programming to include 9 SOLID COLORS / 5 HOLIDAYS INCLUDING BREAST CANCER AWARENESS / UP TO 5 CUSTOM SHOWS. Also Push Thru Acrylic reading (The) with leds inside cabinet to backlight. REVISED ESTIMATE 4/12/24 | \$50,000.00 | \$50,000.00 |
| 1 | QUOTE #25376 INSTALL one each Large double sided blade sign reading PEARL. REVISED ESTIMATE 04/12/24 | \$5,370.00 | \$5,370.00 |
| 1 | * QUOTE #25377 Manufacture one each 28'3" wide 4' 11 1/2" tall three sided canopy with Changeable copy reader boards. RGB led neon around each message board and LED down lighting. REVISED ESTIMATE 04/12/24 | \$52,350.00 | \$52,350.00 |
| 1 | QUOTE #25378 INSTALL Canopy cabinet with three single sided cabinets and attached to building. REVISED ESTIMATE 04/12/24 | \$5,370.00 | \$5,370.00 |
| | | SUB TOTAL: | \$113,090.00 |
| * INDICATES TAXABLE ITEM | | ESTIMATED SALES TAXES: | \$7,420.38 |

The price quoted herein does not include primary electrical power supply to the Sign (s), \$300.00 permit acquisition fee, municipal fees, engineering fees, or applicable taxes unless specifically stated hereinabove. Customer shall obtain all permits and permission from the building owner, and/or others whose permission is required for the installation of the sign and said shall be liable for any obstruction of delivery due to delay in obtaining such permission, and if customer executes this contract of sales without ever obtaining permission from party or parties necessary for the installation of said sign, then he purchases same and is bound to the terms and conditions of this contact as though he had obtained said permission and he agrees to relieve the company from any liability for its failure within 10 days of delivery to erect or install said sign and shall indemnify Impact from all liability and loss in the event the necessary permits or permission has not been secured.

COMPANY INITIALS _____

CUSTOMER INITIALS _____



PROPOSAL

Proposal #: 23685

Proposal Date: 04/12/24
Customer #: 3956
Page: 2 of 5

TOTAL PROPOSAL AMOUNT: \$120,510.38

TERMS: 50% down, balance due upon completion. A service fee of three percent (3%) will be added to the total amount paid with a credit card. VISA, MasterCard & Discover accepted. American Express rate is variable, please call for details.

This proposal may be withdrawn if not accepted within 30 days.

Terms & Conditions

These Terms and Conditions with the executed Proposal by the Customer (including any documents referenced therein) are collectively referred to as the "Agreement." The display(s), product(s), equipment, hardware, software and other items, as described in this Agreement, are collectively referred to as the "Sign."

1. **LIMITED WARRANTY:** Impact warrants that the solid-state components of the Sign from the manufacturer shall be free from material defects in materials and workmanship for the period warranted by the manufacturer. Components of the Sign provided by Impact shall be warranted for a period of one year unless specifically stated herein. Fluorescent and incandescent lamps have no warranty.

THE ABOVE WARRANTIES CANCEL AND SUPERSEDE ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR PURPOSE.

2. **INSPECTION:** Customer shall carefully inspect the Sign within two (2) business days of installation. If the Sign does not meet the requirements as set forth in the Agreement, Customer shall promptly, and in no event more than five (5) calendar days thereafter, give Impact written notice of the nonconformance claimed. ABSENCE OF TIMELY, WRITTEN NOTICE SHALL BE CONCLUSIVE EVIDENCE THAT THE SIGN IS ACCEPTABLE TO CUSTOMER AS DELIVERED AND INSTALLED.

3. **MAINTENANCE:** Customer agrees to maintain the Sign in good repair and condition during the warranty period, and free and clear of all liens and encumbrances, until the Total Price, plus all and costs, fees, taxes, and assessments chargeable to Customer (collectively hereinafter "Total Sale Price") have been paid in full.

4. **INSTALLATION:** (a) Customer agrees to provide **PRIMARY POWER/ELECTRICAL SERVICE TO SIGN** of suitable capacity and within 10 feet of each Sign location **prior** to the time of installation. If primary power/electrical service is not provided at time of installation, Customer shall be responsible to make the final connection from the primary electrical wire to the Sign(s). Furthermore, customer agrees to provide dedicated branch circuits for all Signs. All branch circuits shall be dedicated to Signs (including ground and neutral) and shall not be shared with other loads. Photocells and/or time clock for all ILLUMINATED SIGNAGE provided by others unless specifically stated herein.

(b) In the event Impact encounters subsurface or concealed conditions which are extraordinary or unexpected such as subsurface water, rock, or pipelines, Customer shall compensate Impact for such additional work on a time and materials basis. Impact shall not be responsible for damage to underground pipes, sewer lines, sprinkling systems or any other underground obstructions unless notified of their location in writing prior to commencement of the installation. Absent such written notification, Customer shall pay for any resulting damage. Impact will exercise reasonable care while installing the Sign but

COMPANY INITIALS _____

CUSTOMER INITIALS _____

shall not otherwise be responsible for damage to above ground improvements. In the event Impact installs a Sign for Customer on a finished surface that requires penetration, Impact will seal such penetrations with products and procedures otherwise common in the sign industry, which may not meet warranty requirements. Impact shall thereafter have no responsibility for damage that may result from the installation.

5. **BILLING AND PAYMENT:** Customer shall pay fifty percent (50%) down upon acceptance of the Proposal and the remaining fifty percent (50%) upon the completion. Time is of the essence. All past due amounts shall bear an annual interest rate of eighteen percent (18%). Customer acknowledges that governmental permission to install and maintain the Sign may be revoked or terminated. Customer shall not be released from its obligations to pay the Total Sale Price if at Customer's direction the Sign is installed at a location deemed to be illegal, or if government permission is revoked or terminated. Impact's acceptance of a late payment, or waiver of any other of Customer's obligations in the Agreement, shall not be construed as a waiver of Impact's rights.

6. **SECURITY INTEREST:** Impact shall retain Title to the Sign until the Total Sale Price has been paid in full, at which time title shall pass to Customer. To secure performance of Customer's obligations, including without limitation Customer's obligation to pay the Total Sale Price upon the terms of the Agreement, Customer grants to Impact a first priority, purchase-money security interest in the Sign (and any proceeds therefrom) and permission to perfect, assign, amend, continue, and/or terminate that security interest in any way allowed by applicable law.

7. **DEFAULT:** In the event of a default by Customer in the payment of any installment when due, or fails to perform any other obligation herein, or bankruptcy, receivership, or other insolvency proceedings are commenced by or against it ("Default"), Customer shall, without notice, immediately be indebted to and hereby agrees to pay Impact an amount equal to the Total Sale Price.

8. **REPOSSESSION:** Impact may terminate this Agreement and may (but has no obligation to) repossess the Sign or any component(s) of it if Customer fails to pay any installment when due, or otherwise Defaults in any of its obligations herein, without resort to judicial process and without liability for trespass. Impact's right of repossession includes the right to render the Sign ineffective. Repossession by Impact shall not be construed as an acceptance of Customer's surrender of the Sign. Termination of the Agreement or repossession of the Sign shall not deprive Impact of its remedies for Default as set forth herein or any and all other damages suffered by reason of Customer's Default.

9. **DISPUTES:** The parties agree to employ good faith efforts to amicably resolve any claims or disputes that may arise. If unsuccessful for any reason, at Impact's sole option and upon Impact's written notice to Customer, such claims or disputes may be submitted to formal mediation, with each party to pay one-half of the costs. In case of litigation, venue of any action shall be brought only in the state or federal courts located in Salt Lake County, State of Utah. The Agreement shall be construed in accordance with the laws of the State of Utah, without regard to its conflict of law's provisions. If Impact places the Agreement with a collection agency or an attorney after Default for enforcement or collection, Customer shall pay all costs thereof including reasonable attorneys' fees. Impact shall not be liable for special, incidental, or consequential damages, including lost profits, irrespective of cause or theory.

10. **INDEMNIFICATION:** Except to the extent of Impact's negligence or willful misconduct, Customer shall indemnify, defend, and hold harmless Impact and its officers, directors, employees, agents, and subcontractors of and from any and all claims, costs (including reasonable attorney's fees), damages, and liabilities, at law or in equity, arising out of or related to the Agreement or Customer's use of the Sign, including, without limitation, any media displayed on the Sign or any resale of the Sign.



PROPOSAL

Proposal #: 23685

Proposal Date: 04/12/24
Customer #: 3956
Page: 4 of 5

11. LIMITED LICENSE TO USE SOFTWARE: If the Sign includes software, ownership of the software remains with Impact, and Customer is granted a limited license to use it strictly in accordance with the terms and conditions of the Limited License Agreement that is available for review on request. Customer hereby agrees to use the software only in accordance with such terms and conditions.

12. ENTIRE AGREEMENT: This Agreement reflects the entire agreement between the parties and supersedes any prior agreements and understandings.

13. FORCE MAJEURE: Performance by Impact shall be subject to delay by strikes, breakage, fires, unforeseen commercial delays, insurrection, wars, acts of terror, acts of God, and governmental regulations.

This Proposal will become effective and represent an agreement for the work to begin upon the execution by the Customer. The work will begin after Customer makes the first payment of fifty percent (50%) of the Total Price.

SALESPERSON: _____

DATE: _____

ACCEPTED BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

COMPANY INITIALS _____

CUSTOMER INITIALS _____



2236 S. 3270 W. Salt Lake City, UT 84119 Office: 801-972-5101 Fax: 801-972-2530
www.impact-signs.com

DEPOSIT INVOICE

Invoice #: DP23685

Inv Date: 04/12/24
Customer #: 3956
Page: 5 of 5

| SOLD TO: | JOB LOCATION: |
|--|--|
| HIVE DESIGN GROUP (PEARL THEATER) 7711 SOUTH MAIN MIDVALE UT 84047 | Hive design group (Pearl Theater) 7711 South Main Midvale UT 84047 |

| ORDERED BY | PO NUMBER | SALESPERSON | ORDER DATE | PAYMENT TERMS | DUE DATE |
|------------|-----------|-------------|------------|------------------------|----------|
| | | BILLY BAKER | 04/12/24 | 50.0% Due Upon Receipt | 07/26/24 |

| QTY | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|-----|---|---------------------------------|--------------|
| 1 | * QUOTE #25375 Manufacture one each Large double sided blade sign reading PEARL 5'10" wide x 20'10" tall with open face pan channel letters with WHITE led twinkle bulbs, RGB led neon around letters on one DMX controller another row of RGB led around face on both sides of blade on its their own DMX controller and then one more line of RGB led on edge of cabinet on its own DMX controller. Sign to have 4 each 6" square tube with match plates for mounting to building. Custom boarder tube programming to include 9 SOLID COLORS / 5 HOLIDAYS INCLUDING BREAST CANCER AWARENESS / UP TO 5 CUSTOM SHOWS. Also Push Thru Acrylic reading (The) with leds inside cabinet to backlight. REVISED ESTIMATE 4/12/24 | \$50,000.00 | \$50,000.00 |
| 1 | QUOTE #25376 INSTALL one each Large double sided blade sign reading PEARL. REVISED ESTIMATE 04/12/24 | \$5,370.00 | \$5,370.00 |
| 1 | * QUOTE #25377 Manufacture one each 28'3" wide 4' 11 1/2" tall three sided canopy with Changeable copy reader boards. RGB led neon around each message board and LED down lighting. REVISED ESTIMATE 04/12/24 | \$52,350.00 | \$52,350.00 |
| 1 | QUOTE #25378 INSTALL Canopy cabinet with three single sided cabinets and attached to building. REVISED ESTIMATE 04/12/24 | \$5,370.00 | \$5,370.00 |
| | | SUB TOTAL | \$113,090.00 |
| | * INDICATES TAXABLE ITEM | ESTIMATED SALES TAXES | \$7,420.38 |
| | | TOTAL PROPOSAL AMOUNT | \$120,510.38 |
| | *** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION *** | | |
| | | PLEASE PAY THIS DEPOSIT AMOUNT: | \$60,255.19 |



BACKUP QUOTE

Agreement

For Work At

The Pearl on Main
7711 S Main St
Midvale UT 84047-7109
United States

Billing Address

Hive Design Group LLC | Pearl on Main, LLC,
The
7711 S Main St
Midvale UT 84047-7109
United States

Account Executive

100953 Thad Okerlund
tokerlund@yesco.com
1 801-698-9509
YESCO - Salt Lake
1605 Gramercy Road
Salt Lake City UT 84104
United States

| Date | Project Number | Project Description | Terms | Pricing Valid Until | Deposit |
|------------|----------------|---|--------|---------------------|-------------|
| 03/20/2023 | PRY-45833 | The Pearl on Main-Flag Mounted Signs and Marquis Sign | Net 30 | 04/19/2023 | \$82,953.82 |

| Item | Amount |
|------|--------|
|------|--------|

Scope

YESCO to provide labor and materials to perform the following scope of work:

ART 1.0

Fabricate and install one (1) double face flag mounted sign.

ART 2.0, 2.1 AND 2.2

Fabricate and install one (1) double face flag mounted sign and one (1) wall mounted marquis sign.

Customer responsible for drains out to front of building and having membrane roof installed on top of marquis sign.

*Permit billed at cost from the city and permit acquisition/engineering approximate costs \$2,512.46 (not included in price).

All colors, sizes, and specifications as depicted on YESCO design #53800 R1

Fabricate Custom Signage

Taxable labor and material

\$132,215.90

Install Custom Signage

Non-taxable labor

\$23,445.00

Exclusions

All pricing is based on supplier pricing as of the date of this agreement. All pricing is subject to change at any time due to increases in supplier pricing, changes to tax and tariff rates, and other causes beyond YESCO's reasonable control.

Price is based on performing work during normal business hours.

Contingent upon field survey of existing conditions and equipment access.

The costs for obtaining permits are excluded from the price of this agreement. Charges for procurement, design, engineering and inspection, required by the permitting process will be billed to the customer on a time and material basis. Permit fees will be billed to customer at cost.

Customer to provide primary power and control system to sign location.

Payment Terms

50% of the Total Price due upon acceptance of this Agreement, and the balance will be due 30 days after completion of installation.

| | |
|---------------|---------------------|
| Subtotal | \$155,660.90 |
| Tax Total (%) | \$10,246.73 |
| Total | \$165,907.63 |

BACKUP QUOTE

Agreement Acceptance

YESCO's Standard Terms and Conditions, available below and at www.yesco.com/terms/standardtermsandconditions.pdf, are an integral part of this agreement and are incorporated by reference. Hive Design Group LLC | Pearl on Main, LLC, The acknowledges that it has accessed and reviewed the [Standard Terms and Conditions](#). Upon acceptance by an authorized agent of YESCO LLC, this agreement becomes effective as of the last date signed below. This document is a complete integration and final expression of the agreement between the parties, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.

| Hive Design Group LLC Pearl on Main, LLC, The | YESCO LLC |
|--|------------------|
| Signature | Signature |
| Title | Title |
| Name | Name |
| Date Signed | Date Signed |

Standard Terms and Conditions

1. Terms: The terms and conditions described in this document are incorporated by reference into a written estimate, quotation, proposal, agreement, order, or other transaction form ("Transaction Document") (together with these YESCO Standard Terms and Conditions, the "Agreement"), and pertain to the manufacturing, repair, service, installation, or other goods or services provided by YESCO (the "Work", "goods", and/or "services") as requested by you, the Customer, as further described in the Transaction Document. "YESCO" refers to the entity providing the Work, as identified in the applicable Transaction Document, or in the absence thereof, YESCO LLC, a Utah limited liability company, doing business in California as YESCO Signs LLC.

2. Pricing Exclusions: YESCO's pricing does not include sales and use taxes, tariffs, customs fees, duties, or other charges levied by customs or taxing authorities, including any material cost increases due to the escalation of any of these costs ("Assessments"). Assessments may be noted in the Transaction Document; however, they are only estimates. You agree to pay the actual cost for these Assessments as invoiced by YESCO. You agree to bear the risk of Assessment increases in excess of the amounts included in the Transaction Document, including increases due to changes in sales tax rates, tariff increases, or similar occurrences.

3. Payment: In the absence of specified payment terms in the Transaction Document, you agree to pay 50% of the purchase price upon signing this Agreement and to pay the remaining balance upon completion of the Work. You agree to pay monthly payments, if any, on the first business day of each month in advance. If you choose to make payment(s) by credit card, you agree to pay a 2% surcharge on the total amount of such payment(s).

4. Inspection: You must carefully inspect the Work within ten calendar days after delivery. If the Work does not meet the written requirements as described in the Transaction Document, or if the Work has any defect in manufacture, installation, or operation, you must give YESCO written notice of the nonconformance or defect claimed within five calendar days. ABSENCE OF SUCH WRITTEN NOTICE SHALL BE CONCLUSIVE EVIDENCE THAT THE WORK IS ACCEPTABLE TO YOU AS DELIVERED. If a third-party carrier delivers any goods, you must inspect the goods and promptly notify YESCO and the carrier if any damage exists before moving the goods from the place of delivery. If damage exists, you must retain the packing materials and otherwise comply with all requirements necessary to preserve all claims against the carrier. If you or your agent moves the goods before inspecting the goods, accept the goods in a damaged condition, or otherwise fail to comply with the requirements of this paragraph, YESCO shall have no responsibility for defects notwithstanding the warranty set forth below.

5. Installation: If the Work involves installation of goods, additional work beyond that contemplated in the Agreement will be required if YESCO encounters subsurface or concealed conditions which are extraordinary or unexpected such as subsurface water, caliche, rock, utilities, or pipelines. You must compensate YESCO for such additional work on a time and materials basis at YESCO's standard rates. Further, YESCO shall not be responsible for damage to underground pipes, sewer lines, sprinkling systems, or any other underground obstructions unless notified of them in writing prior to commencement of the Work. Absent such written notification, you agree to pay for any resulting damage. YESCO is not an Exterior Insulation and Finish System ("EIFS") contractor, and if YESCO's responsibilities hereunder involve penetrations of EIFS, YESCO will seal such penetrations with products and procedures that are common in the sign industry—but which may not meet EIFS warranty requirements. YESCO shall thereafter have no responsibility for damage resulting from the penetrations.

6. Limited Warranty:

A. New Signs, Lighting, and other Manufactured Products. YESCO warrants that goods and services provided by YESCO (other than electronic displays and digitally-controlled lighting products) will be free from material defects in workmanship and materials for a period of one year from the date of delivery. This includes materials and factory labor. On-site labor is included only where YESCO performs the installation. Upon expiration of the one-year warranty, the goods are warranted solely in accordance with the manufacturer's separate warranty, if any. Electronic displays and digitally-controlled lighting products, related controllers, and similar components are warranted solely in accordance with the manufacturer's warranty, if any.

B. Service and Retrofit Services. YESCO warrants that service, repair and/or lighting retrofit services will be free from material defects in workmanship for a period of 90 days from the completion of the repair, maintenance, and/or retrofit. This includes on-site labor only; any goods are warranted solely in accordance with the manufacturer's warranty, if any. YESCO's warranties exclude damage caused by ordinary wear and tear, accident, abuse, misuse, misapplication of electricity, extreme winds or rain, hail, wildlife or rodent damage, or other casualty, unless the same is caused solely by YESCO. YESCO SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY TYPE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR PURPOSE. YESCO will either repair or replace, at YESCO's election, any part of the goods or services that prove to be materially defective during the warranty period, in accordance with the terms of the above warranties.

7. Extended Warranty: If the Work expressly includes an extended warranty for the recurring maintenance, service, or repair of goods over a term for a one-time, up-front payment or periodic payments over term, the provisions of this paragraph will apply. So long as your payment obligations are current, and you are not in default to YESCO or any YESCO affiliate under any agreement (e.g., a lease agreement), including this Agreement, YESCO agrees to service the goods only as described in the Work. When the goods require service, you agree to notify YESCO in writing, and YESCO shall, if practicable (e.g., parts are immediately available) and unless otherwise provided in this Agreement, acknowledge the request within five business days. YESCO's extended warranty obligations are inapplicable to damage for the same exclusions set forth in the limited warranty above, unless and to the extent the same is caused by YESCO. In the event that parts or materials become unavailable or in the event the goods or any components are or become unusually difficult or unsafe to access, YESCO may cancel its extended warranty obligations with respect to the affected goods or components and your exclusive remedy is for YESCO to proportionately credit any up-front payment or proportionately credit your periodic payment for the same. In the event that service is performed by a third party without the authorization of YESCO, YESCO may, at its option, suspend or terminate its extended warranty or service obligations without any credit to any up-front payment or reduction to any periodic payment upon written notice to you.

8. Risk of Loss, Damage or Destruction; Insurance: Except to the extent of damage caused by the negligent or otherwise wrongful acts of YESCO, you bear all risk of loss or damage to any goods, including, without limitation, loss or damage caused by seizure, casualty, vandalism, terrorism, accident, theft, riot, strike, insurrection, war, fire, and acts of God. Any shipments are FOB YESCO. Until your obligations are fully satisfied, at your sole cost and expense, you must insure any goods against loss or damage at least in the amount owed to YESCO for the Work, and you must name YESCO as loss payee with respect to such insurance.

9. Liens and Taxes: Until your obligations are fully satisfied, at your sole cost and expense you must maintain the Work free and clear of all levies, liens, and encumbrances. You must declare as required, and pay when due all taxes, fees, assessments, charges, and all associated penalties and interest (collectively "Assessments"). If YESCO, at its option, pays any Assessments, you must immediately reimburse YESCO for the same.

10. Security Interest: Until your obligations are fully satisfied, you agree that the Work and related goods are YESCO's property, free of any ownership claim by you, the owner of any adjacent realty, or the creditors of either. To secure the performance of your obligations, including, without limitation your payment obligations, you grant to YESCO a security interest in the goods and permission to perfect, assign, amend, continue, and terminate the security interest in any way allowed by applicable law, both as to personal property and as to fixtures.

11. Default: If you default in the payment of any amount when due, or fail to perform any other obligation in this Agreement after delivery of the Work or after YESCO is ready to perform the Work, whichever first occurs, or if at any time bankruptcy, receivership, or other insolvency proceedings are commenced by or against you or any guarantor, you will, without notice, become obligated to immediately pay to YESCO an amount equal to the sum of 1) all previously billed but unpaid amounts, and 2) all unbilled remaining amounts and other payments owed to YESCO pursuant to

any other agreement between you and YESCO or any of YESCO's affiliates. In addition, YESCO has the right to stop the Work, including, without limitation, suspending warranty obligations until YESCO is paid in full. You agree that these remedies for default are fair and reasonable compensation for the damage to YESCO resulting from your breach, and are not a penalty. YESCO's acceptance of a late payment(s) or forbearance of any other event of default shall not operate as a waiver of YESCO's rights as to any subsequent late payment(s) or any other event of default.

12. Repossession: If you fail to make any payment when due or otherwise default in any of your obligations in this Agreement, YESCO may terminate this Agreement and may (but has no obligation to) repossess the goods or any component(s) thereof, without resort to judicial process, and without liability for trespass. YESCO's right of repossession includes the right to remove the goods, and also to disconnect or otherwise render the goods unusable. Repossession is not an acceptance of your surrender of the goods, and shall not require patching painting, touch up, etc. afterwards. YESCO's rights of termination and repossession shall be in addition to and not as an alternative to YESCO's right to its other remedies in this Agreement and any other remedy available at law or in equity.

13. Indemnification: Except to the extent of YESCO's negligence or willful misconduct, you agree to indemnify, defend, and hold harmless YESCO and its officers, directors, employees, agents, and subcontractors from any and all claims, costs, expenses (including reasonable attorney's fees), damages, and liabilities, at law or in equity arising out of or related to the Work. The provisions of this paragraph shall survive the completion of the Work and/or the termination of the Agreement.

14. Disputes: The parties agree to use good faith efforts to resolve any claims or disputes that may arise. If unsuccessful for any reason, at YESCO's sole option and upon YESCO's written notice to you, such claims or disputes may be submitted to formal mediation, with each party to pay one-half of the costs. In the event of litigation, venue of any action shall be in Salt Lake County, State of Utah. This Agreement shall be governed and construed in accordance with Utah law, without regard to its conflict of laws provisions. YESCO shall not be liable for special, indirect, incidental or consequential damages, including lost profits, irrespective of cause or theory. If YESCO places this Agreement with a collection agency or an attorney for collection or enforcement, you must pay all costs and expenses resulting therefrom, including reasonable attorneys' fees.

15. Possession, Transfers, and Assignment: Until your obligations herein are fully satisfied, you must keep any goods in your sole possession and control, and will not allow the goods to be modified, relocated, removed, or otherwise tampered with in any way without YESCO's prior written consent. If you determine to sell or otherwise transfer ownership (or other rights) to your business assets, the Work, or the real property on which any goods are located, you agree to deliver to YESCO written notice of such intention at least 30 days prior to closing. At the time of closing and with proceeds therefrom, you agree to pay to YESCO all amounts then outstanding and all unbilled remaining amounts owed to YESCO, unless YESCO has previously agreed in writing to your assignment of this Agreement. All the terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties, including, if applicable, successors to your interest in the Work, the real property upon which any goods are located, and any successor owners of interests in any of your business assets. You may transfer your interests, rights, and obligations in this Agreement only upon the prior written consent of YESCO. YESCO may assign its interests, rights, and obligations in this Agreement as may be expedient to perform the Work.

16. Your Special Duties: You agree to warrant and obtain and maintain all necessary access rights (including computer access, if necessary) for YESCO to safely perform the Work on the premises for which the Work is ordered, and to disconnect, render unusable, and/or remove the Work, or any component or part thereof, free and clear of lien, encumbrance, or claim of trespass. You agree to indemnify YESCO against and hold YESCO harmless from damage or expense resulting from a breach of this provision. The Work excludes primary-side electrical and communication wiring, service, controllers (e.g., timers and photo cells), circuit breakers, and fuses. At your own expense, you agree to furnish and maintain power lines, controllers, and data service as necessary for the performance of the goods and compliance with applicable law, and agree to install the same as designated by YESCO ready and in place for connection to the goods at the intended time of installation. For Work in Colorado, connection of the goods to electrical power is excluded from the Work unless specifically described in the Agreement as an inclusion. You agree to provide all necessary reinforcements to any previously existing building, pole, base, or any other object or surface on which the goods will be installed, or which will be utilized by YESCO in the installation or access thereof, if applicable. You agree to advise YESCO in writing of all cellular antennas, microwave, and other equipment or hazards that may be dangerous to workers. YESCO's performance is subject to you properly securing or otherwise rendering safe all such dangers whenever YESCO's employees will be in the area.

You agree to bear all permitting and other compliance costs and risks pertaining to federal, state, or local laws, regulations, and ordinances or authoritative interpretations that relate to the placement, configuration, operation, and use of the goods and services. You acknowledge that outdoor advertising laws generally prohibit advertisements that are not the principal business, products, services, or activities where the advertisement is located. You agree to be solely responsible for the procurement of outdoor advertising permits (if desired) and compliance with outdoor advertising laws. You acknowledge and agree that your rights, whether arising under contract, permit from a land use authority, or otherwise, to install or operate the Work may be or become subject to revocation, limitation, suspension, condemnation, modification, restriction, or adverse interpretation by judicial, governmental agency, or other third party action. Upon the occurrence and during the pendency of any such event, you will not be released from your payment obligations under this Agreement.

17. Miscellaneous Provisions:

A. No statement made by YESCO's account executive(s) will be binding on YESCO unless incorporated in this Agreement in writing. Although the Agreement may be signed by YESCO's account executive(s), the Agreement shall not be binding upon YESCO for any purpose until an executive officer or another authorized agent of YESCO accepts this Agreement by providing a written signature evidencing such acceptance on the applicable Transaction Document.

B. Time is of the essence. All past due amounts shall bear an annual interest rate of the lesser of 18% percent or the maximum rate allowed by law.

C. Performance by YESCO shall be subject to delay due to strike, labor dispute, breakage, fire, unforeseen commercial delays, infectious disease, epidemic, pandemic, insurrection, war, acts of terror, acts of God, governmental regulation, or other causes beyond YESCO's reasonable control.

D. YESCO shall not be responsible for radio or television interference, nor for the replacement of light emitting diodes, neon tubing or other tubing because of color change or reduction of brilliance.

E. YESCO's listing of contractor's licenses available on the Internet at <http://www.yesco.com/licenses.html> is incorporated by reference herein.

F. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the intent and economic effect of the original provision to the fullest extent permitted by law, and the remaining provisions shall continue in full force and effect.

G. Except for original works created by you or your agents, all designs, animations, or other advertising content (collectively, "Content") provided by YESCO is the sole property of YESCO. You warrant that you have the full legal right to use any original works created by you and delivered to YESCO by you for your use. You are granted a non-exclusive, non-transferable license to use the YESCO-owned Content for so long as you operate your business. You agree to not create derivative works of the YESCO-owned Content. YESCO may reject any request for Content that YESCO determines may reflect adversely on the character, integrity, or standing of any person or business.

This Agreement is a complete integration and final expression of the agreement between the parties, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.



BACKUP QUOTE

Invoice

Bill To

Hive Design Group LLC | Pearl on Main, LLC,
The
7711 S Main St
Midvale UT 84047-7109
United States

Ship To

The Pearl on Main
7711 S Main St
Midvale UT 84047-7109
United States

Remit To

YESCO - Salt Lake
1605 Gramercy Road
Salt Lake City UT 84104
United States

| Project Number / Invoice # | Terms | Account Executive |
|----------------------------|---------------------|----------------------|
| PRY-45833 | DUE UPON ACCEPTANCE | 100953 Thad Okerlund |

| Item | Amount |
|--|--------------------|
| Down Payment Invoice for 50% (Prefunding) | \$82,953.82 |
| Total | \$82,953.82 |

ACH Payment Authorization

By completing your ACH information below, you authorize YESCO to withdraw all payment(s) pursuant to the Agreement on the applicable due date (s) from Customer's depository account as described below. Written revocation of this authorization must be received by YESCO with at least 30 days prior notice.

| | | |
|----------------------------|--|---------|
| Name on Bank Account | | |
| Name of Bank | Checking <input checked="" type="checkbox"/> | Savings |
| Bank Account Number | | |
| Routing Number | Bank City and State | |
| E-mail Address for Receipt | Phone | |
| Authorized Signature | Date | |



www.jrsconstructionutah.com

License # 6467829-5501

2284 WEST CLUMBER LANE (6780 S)

WEST JORDAN, UTAH 84084

info@smithbuildersutah.com

801-647-7123

Estimate

| | |
|----------|--------------|
| Date | Estimate No. |
| 09/02/24 | 2238 |

| Customer Name & Address | Phone | Email |
|---|--------------|--------------------------|
| John Simianer 7711 S. Main Street Midvale, Utah 84084 | 406-548-4792 | john@hivedesigngroup.com |

| Description | Total |
|---|--------------|
| CONCRETE REPLACEMENT PROIJECT | |
| Replacement areas 4" -5 thick 11' x 45=495 sq.ft. Entry ways 3'x 22=66 sq.ft. | |
| Total sq.ft. 561 Concrete yards 12 | |
| Concrete Demo Includes: Equipment and labor to haul off, dump fees. Estimated days .5 | 2,000.00 |
| Equipment and Materials Includes: Equipment \$400.(includes excavator), (1) trailer loads dirt haul off \$200. road base (10) yards delivered \$600., diesel fuel \$400., Geneva Rock 6.5 bag engineered mix with micro fiber mesh 12 yards delivered allowance \$2,520., (2 short load fees \$500., (12) yards of concrete color allowance \$1,000., #4 2' rebar dowels (20) \$80., #3 rebar 4' x 4' grid (30) sticks \$200. delivery \$330., expansion joints \$100. Concrete saw cuts allowance \$1,000. | 6,930.00 |
| Gray Concrete - sparkle effect - 398 sq.ft. | |
| Maroon Concrete - sparkle effect - 116 sq.ft. | |
| We plan to build a tile recess for your future entry tile. (recommending non-slip tile.) | |
| Labor Includes: Blue Stakes, excavation, demo and haul of existing sub grade dirt, establish grades and elevations, 2" road base, plate compaction x 3, #3 rebar 5' x 5' grid, (2) pours with colored concrete with sparkles, high quality concrete pour and finish, tool cut control joints, expansion joints, pour with buggy, finish concrete, broom finish, strip forms, project clean up. Estimated days 3 | 10,000.00 |
| We propose to furnish materials and labor with complete accordance to the above specifications, for the sum of: | Total |

WE USE HIGH QUALITY MATERIALS AND CRAFTSMANSHIP AND SELECT SUBCONTRACTORS

PAYMENT TERMS: _____

All material will be provided as specified above. All work will be completed in a substantially workmanlike manner according to the specifications above per standard industry practices. Additional charges will apply for the removal of concrete over 4 inches in thickness. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will result in an extra charge over the above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, accident and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. If litigation is necessary to enforce this agreement, the prevailling party shall recover costs and attorney fees.

Authorized Signature for Smith Builders, LLC

Note: This proposal may be withdrawn by us if not accepted within _____ days

ACCEPTANCE OF PROPOSAL The above prices, terms and specifications are satisfactory and are hereby accepted. You are hereby authorized to do the work as specified. Payment will be made as outlined.

Date of acceptance: _____

Signature

Signature





www.jrsconstructionutah.com

License # 6467829-5501

2284 WEST CLUMBER LANE (6780 S)

WEST JORDAN, UTAH 84084

info@smithbuildersutah.com

801-647-7123

Estimate

| | |
|----------|--------------|
| Date | Estimate No. |
| 09/02/24 | 2238 |

| Customer Name & Address | Phone | Email |
|---|--------------|--------------------------|
| John Simianer 7711 S. Main Street Midvale, Utah 84084 | 406-548-4792 | john@hivedesigngroup.com |

| Description | Total |
|--|-------|
| <p>Exclusions: Relocating utility lines of kind for any reason, sprinkler work, relocating sprinkler valve box, electrical, lighting, gas line install, plumbing, repair work, sod restoration, sleeves, down spout pipes, stucco or plastering, gates, fencing removal, new fencing, deck work of any kind, wall plastering, landscaping, permit fees.</p> <p>*Traffic and pedestrian signs cost time and materials extra. Saw cuts cost extra. American specialty glass for sparkle effect.</p> <p>Project payments as outlined:</p> <p>1) \$9,465. Down Payment 2) \$9,465. Payment the day we pour your concrete.</p> <p style="text-align: center;">“We Use the Highest quality Materials and Craftsmanship!” Thank You! Owner Jeremiah Rex Smith</p> <p style="text-align: center;">Please call Jeremiah with any questions you might have.</p> <p>Sales Tax</p> | 0.00 |

| | | |
|---|--------------|--------------------|
| We propose to furnish materials and labor with complete accordance to the above specifications, for the sum of: | Total | \$18,930.00 |
|---|--------------|--------------------|

WE USE HIGH QUALITY MATERIALS AND CRAFTSMANSHIP AND SELECT SUBCONTRACTORS

PAYMENT TERMS: _____

| | |
|--|---|
| <p>All material will be provided as specified above. All work will be completed in a substantially workmanlike manner according to the specifications above per standard industry practices. Additional charges will apply for the removal of concrete over 4 inches in thickness. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will result in an extra charge over the above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, accident and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. If litigation is necessary to enforce this agreement, the prevailing party shall recover costs and attorney fees.</p> | <p>_____ Authorized Signature for Smith Builders, LLC</p> <p>Note: This proposal may be withdrawn by us if not accepted within _____ days</p> |
|--|---|

ACCEPTANCE OF PROPOSAL The above prices, terms and specifications are satisfactory and are hereby accepted. You are hereby authorized to do the work as specified. Payment will be made as outlined.

Date of acceptance: _____

Signature

Signature





BACKUP QUOTE

John Simianer <jsimianer@gmail.com>

Pearl on Main Concrete Project

Ray Melendez <melendezconcretellc@gmail.com>
To: John Simianer <jsimianer@gmail.com>

Fri, Nov 1, 2024 at 11:47 AM

Hey John the price is 10080 that included everything tear up the old concrete, labor, rebar and concrete

[Quoted text hidden]



Proposal - Detailed

Builders FirstSource #8035
268 East 1600 South
American Fork, UT 84003

Sales Rep Name: BFSSAND, Y
Sales Rep Phone: 801-441-5848
Sales Rep E-Mail: UTwindow.install@bldr.com
Sales Rep Fax:

| Customer Information | Project/Delivery Address | Order Information |
|---|---|--|
| BUILDERS FIRST SOURCE - 08035 BUILDERS FIRST SOURCE 2001 Bryan Street DALLAS, TX 75201-3017 Primary Phone: (801) 4415848 Mobile Phone: Fax Number: (0) 000-0000 E-Mail: Contact Name: Great Plains #: 7408035 Customer Number: 1009982318 Customer Account: 7408035 | JOHN SIMIANER 08035 - BUILDERS FIRST WAREHO 268 East 1600 South Lot # American Fork, UT 84003-2687 County: Utah Owner Name: BUILDERS FIRST SOURCE - 08035 Owner Phone: (801) 4415848 | Quote Name: JOHN SIMIANER Order Number: P74 Quote Number: 18497029 Order Type: Non-Installed Sales Wall Depth: Payment Terms: C.O.D. Tax Code: 7.45 Cust Delivery Date: 8/23/2024 Quoted Date: 8/2/2024 Contracted Date: Booked Date: Customer PO #: |

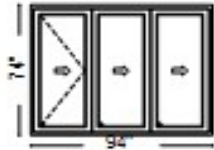
| Line # | Location: | Attributes | Qty |
|--------|-----------|------------|-----|
|--------|-----------|------------|-----|

10 None Assigned

Bonelli, Multi Bi Fold Door, Outswing BiFold, 0L-3R, 94 X 74, Black Anodized

Qty

2



PK #
2172

1: 9474 Outswing BiFold Multi Bi Fold Door

Frame Size: 94 X 74

Unit Type: 3, 0L-3R, Standard Sill

General Information: Block, 3, 0, 3, Passage Door, Right

Exterior Color / Finish: Black Anodized

Interior Color / Finish: Match to Exterior

Sash / Panel: Contemporary, Contemporary, Standard, 3.25, 3.25, 3.25

Glass: Insulated Dual Tempered Low-E LoE 366 Air Filled High Altitude 1"

Hardware Options: Typical, Dallas Lever, Black, Multipoint Lock, Dualpoint Lock

Wrapping Information: Perimeter Length = 336".

Viewed From Exterior

Rough Opening: 94 - 1/2" X 74 - 1/2"

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

| Line # | Location: | Attributes | Qty |
|--------|-----------|-----------------|-----|
| 15 | DELIVERY | DELIVERY | 1 |

Thank You For Your Interest In Pella® Products

PELLA WARRANTY:

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor the Seller will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

INSYNCTIVE PRODUCTS: In addition, Pella Insynctive Products are covered by the Pella Insynctive Products Software License Agreement and Pella Insynctive Products Privacy Policy in effect at the time of sale, which can be found at [Insynctive.pella.com](https://www.pella.com). By installing or using Your Insynctive Products you are acknowledging the Insynctive Software Agreement and Privacy Policy are part of the terms of sale.

Notice of Collection of Personal Information: We may collect your personal information when you interact with us. Under the California Consumer Privacy Act (CCPA), California residents have specific rights to request this information, request to delete this information, and opt out of the sharing or sale of this information to third parties. To learn more about our collection practices and your rights under the CCPA please visit our link <https://www.pella.com/california-rights-policy/> at [pella.com](https://www.pella.com).

ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

YOU and Pella and its subsidiaries and the Pella Branded Distributor AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS (INCLUDES PELLA GOODS AND PELLA SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS. You may opt out of this Arbitration Agreement by providing notice to Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Pella Goods. To opt out, You must send notice by e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Opt Out" or by calling (877) 473-5527. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Pella Products. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit www.pella.com/arbitration or e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Details" or call (877) 473-5527. D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE PELLA.COM/ARBITRATION. DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER PELLA.COM/ARBITRATION.

Seller shall not be held liable for failure or delay in the performance of its obligations under this Agreement, if such performance is hindered or delayed by the occurrence of an act or event beyond the Seller's reasonable control (force majeure event), including but not limited to earthquakes, unusually severe weather and other Acts of God, fire, strikes and labor unrest, epidemics, riots, war, civil unrest, and government interventions. Seller shall give timely notice of a force majeure event and take such reasonable action to mitigate the impacts of such an event.

Product Performance Information:

U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC).

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product for any specific use.

Design Pressure (DP), Performance Class, and Performance Grade (PG) are certified by a third party organization, in many cases the Window and Door Manufacturers Association (WDMA). The certification requires the performance of at least one product of the product line to be tested in accordance with the applicable performance standards and verified by an independent party. The certification indicates that the product(s) of the product line passed the applicable tests. The certification does not apply to mulled and/or product combinations unless noted. Actual product results will vary and change over the products life.

For more performance information along with information on Florida Product Approval System (FPAS) Number and Texas Dept. of Insurance (TDI) number go to www.pella.com/performance.

Including during the construction period, casement windows should never be left open and unlocked for prolong periods or during high wind conditions to avoid sash detachment/damage.

Actual sizes tested for documented STC and OITC ratings may vary from the ASTM E 1425 sizes to better represent Pella product offering.

STC and OITC ratings shown may be conservatively based on products tested with thinner panes of glass.

STC and OITC ratings may be from test results from an equivalent product.

Customer Name (Please print)

Pella Sales Rep Name (Please print)

Customer Signature

Pella Sales Rep Signature

Date

Date

| Order Totals | |
|-------------------------|--------------------|
| Taxable Subtotal | \$11,213.50 |
| Sales Tax @ 7.45% | \$835.41 |
| Non-taxable Subtotal | \$175.00 |
| Total | \$12,223.91 |
| Deposit Received | \$0.00 |
| Amount Due | \$12,223.91 |



Project Information

Hive Design Office

Customer: John Simianer
Hive Design Group - Midvale, UT

Phone: (406) 548-4792

Fax:

Address: West Jordan, Utah 84084

Email: jsimianer@gmail.com

NanaWall Contact Information

Local Sales: Brian Stephens

Phone: (435) 731-5781

Representative: LTS

Email: bstephens@ltsna.com

Location: 5760 Kingsford Ave
Park City, Utah 84098

BACKUP QUOTE

Shipping Information

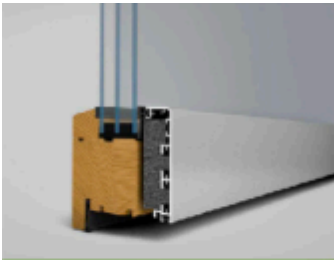
Current Estimated Delivery: 12-14 weeks from order to jobsite in Utah

Address: Midvale, Utah 84047

Quote Notes

Notes:

[] To accept this quote and proceed with ordering, please scan and email your acceptance to orders@nanawall.com or contact your NanaWall sales representatives. Order Agreement documents will then be sent to you.



Performance

NanaWall opening glass walls meet or exceed applicable industry standards for air infiltration, water penetration, structural performance, forced entry, and extreme weather protection.

A NanaWall system protects from water and air infiltration, provides sound attenuation, and is energy efficient when closed.

Aesthetics

NanaWall opening glass walls are available in over 25 different configurations with many choices of finishes.

All panels of the NanaWall opening glass walls are on the same plane with a single track and feature narrow stiles and rails. The concealed engineering hardware adds to the clean lines of the sophisticated and refined aesthetics.

Support

Your NanaWall system is covered by a 10 year warranty on the rollers and on seal failure of the insulated glass. 5 years on all other aspects of the product and 10 years if installed by a NanaWall Certified Installer (except screens which always have a 1 year warranty. See Limited Warranty for full details).

NanaWall Certified Installers ensure your custom-made NanaWall is properly installed. Our customer service representatives and technical design team will help guide and provide you with the answers you need. Call (800) 873-5673.

Experience

The NanaWall team has over 30 years of experience solving challenging architectural and engineering issues in a wide variety of projects.

With over a million opening glass panels installed worldwide, rely on NanaWall's experience, unsurpassed durability, exceptional performance, and custom-tailored solutions for your project.

Images shown in this chart may or may not reflect the product within this quotation.

BACKUP QUOTE

NWAluminum640L - Option Summary

Position 1

| | |
|------------------------------------|--|
| Overall Width | 7'-10"(2388mm) |
| Overall Height | 6'-2"(1880mm) |
| Insulation Type | Double Glazing |
| Glass Description | Standard Low E Insulated Tempered Solarban 70 |
| Gap Fill | Air |
| Swing Stacking Direction | Outward Opening |
| Total Panels Count | 3 |
| Stacked Layout | 3R |
| Mounting | Floor Supported |
| Sill Type | Performance Sill |
| Mullion Notes | One Standard Lite |
| Bottom Rail | Standard Bottom Rail |
| Active Opening Side | Right |
| Handle Height from Bottom of Panel | 2'-1"(635mm) |
| Primary Handle Type | Two Point Locking with Flat Handle on Inside Only (note that the primary panel is operable from inside only and that there is no latch.) |
| Folding Panel Handle | Flat Handle Stainless Steel |
| Multi Purpose Inserts | yes |
| Frame and Panel Finish Type | Powdercoat |
| Frame and Panel Finish | Ral 9004 - Signal Black 38/80119 |
| Sill Finish | Black Anodized |
| Swing Panel Handle Finish | Stainless Steel with Black Titanium finish |
| Folding Panel Handle Finish | Black Titanium |
| Hinge and RollerFinish | Black Anodized |
| Glass Spacer Bar Finish | Black |
| U Value | 0.39 |
| SHGC Value | 0.21 |

Price Summary

| # | Description | Price |
|---|------------------------|-------------------|
| 1 | Base Price | \$9,032.00 |
| | Price/Unit: | \$9,032.00 |
| | Number of Units: | 1 |
| | Position Price: | \$9,032.00 |

BACKUP QUOTE

NWAluminum640L - Option Summary **Position 2**

| | |
|------------------------------------|--|
| Overall Width | 7'-10"(2388mm) |
| Overall Height | 6'-2"(1880mm) |
| Insulation Type | Double Glazing |
| Glass Description | Standard Low E Insulated Tempered Solarban 70 |
| Gap Fill | Air |
| Swing Stacking Direction | Outward Opening |
| Total Panels Count | 3 |
| Stacked Layout | 3L |
| Mounting | Floor Supported |
| Sill Type | Performance Sill |
| Mullion Notes | One Standard Lite |
| Bottom Rail | Standard Bottom Rail |
| Active Opening Side | Left |
| Handle Height from Bottom of Panel | 2'-1"(635mm) |
| Primary Handle Type | Two Point Locking with Flat Handle on Inside Only (note that the primary panel is operable from inside only and that there is no latch.) |
| Folding Panel Handle | Flat Handle Stainless Steel |
| Multi Purpose Inserts | yes |
| Frame and Panel Finish Type | Powdercoat |
| Frame and Panel Finish | Ral 9004 - Signal Black 38/80119 |
| Sill Finish | Black Anodized |
| Swing Panel Handle Finish | Stainless Steel with Brushed Satin finish |
| Folding Panel Handle Finish | Black Titanium |
| Hinge and RollerFinish | Black Anodized |
| Glass Spacer Bar Finish | Black |
| U Value | 0.39 |
| SHGC Value | 0.21 |

Price Summary

| # | Description | Price |
|---|------------------------|-------------------|
| 1 | Base Price | \$9,032.00 |
| | Price/Unit: | \$9,032.00 |
| | Number of Units: | 1 |
| | Position Price: | \$9,032.00 |

BACKUP QUOTE

Image References

NWAluminum640L - Position 1

No image for this position

NWAluminum640L - Position 2

No image for this position

BACKUP QUOTE

BACKUP QUOTE

| | | |
|---------------------------------------|-----------------|----------|
| Subtotal: | \$18,064 | |
| Shipping and Crating | \$952 | |
| Total, Supply Only: US Dollars | \$19,016 | Plus Tax |
| Estimated Utah | \$1,445 | |
| Sales Tax If Applicable | | |
| Total (US\$): | \$20,461 | |

Estimated Delivery Time

Estimated delivery time from receipt of signed Quote, initial payment and signed product drawings is 12-14 weeks to jobsite in Utah (Standard). Please discuss with NanaWall or your sales rep if a more definitive delivery date is needed within this time frame.

Questions

Please call NanaWall customer service at (800) 873-5673

Important Information

This Quote contains NanaWall's prices for products based on information, input and specifications provided by Buyer. The product details listed are based on NanaWall standard products and may not conform to project specifications in terms of requirements and/or product performance. NanaWall is not responsible for reviewing or confirming whether its product meets plans and specifications, applicable building codes, or regulations.

Review this Quote carefully to ensure all product details are accurate and correct. It is Buyer's responsibility to ensure all product details described in this Quote are as requested and appropriate for the project. For further information or assistance on product detail selection, please consult NanaWall's literature, website, local sales representative or customer service.

Drawings. Standard Product Drawings depicting the product quoted are attached.

Any changes in the dimensions, design or layout made after NanaWall's preparation of any drawings may result in extra charges at the NanaWall's discretion for preparation of revised drawings. Any additional charges must be paid before any drawings are revised.

Head Track & Sill Assembly. Head track and sill components may be shipped in segments that will need to be field joined. Contact NanaWall at (800) 873-5673 to request instructions for proper assembly.

Altitude. NanaWall assumes that the products will be installed at altitudes less than 2,500 feet. Notify NanaWall prior to placing your order if installing any products at a higher altitude so breather/capillary tubes can be installed in the glass. Argon is not available if breather or capillary tubes are installed.

PRICING & PAYMENT

The quoted price is valid only for the product details listed and only for 15 days from the date of the Quote. Prices are subject to change if any revisions are made, or if an order is not placed within 15 days from the date of the Quote.

Sales tax is an estimate only and any difference in actual sales tax to be collected will be reflected in the amount of final payment due. NanaWall must have a project tax exemption certificate, or in the case of a reseller a resale certificate, on file for resellers to be exempt from tax collection by NanaWall.

An initial payment of 50% is due on order and must be received before NanaWall will process an order for production.

The balance of payment for all products shipped Standard Delivery is (1) wire transfer to NanaWall's bank account to be received by NanaWall before delivery or (2) personal, business or cashier's check on delivery to be handed over to the common carrier driver.

As products are made to order, Buyer may not cancel or change an order once the Order Agreement is signed by NanaWall and Buyer. In the event of Buyer's repudiation of the Order Agreement, NanaWall remains entitled to the full purchase price as stated in the Order Agreement.

Installation is not included in the above price. NanaWall does not provide installation services; however, installation may be available through independent Certified Installers who have received training on proper methods for installation of NanaWall product. Contact NanaWall or your local sales representative for more information.

SHIPPING & DELIVERY

Standard Delivery. The quoted freight amount is based on shipping to Buyer via NanaWall's standard shipping methods to tailgate/curbside only. Buyer is responsible for unloading the product from the delivery truck, and must plan to have sufficient manpower present for unloading. If the location is not easily accessible by common carrier, shipment will be made to the nearest freight terminal. Alternative shipping methods requested by Buyer may result

in additional charges. Buyer can make its own transport arrangements from NanaWall production sites within the U.S., and in the case of international production sites Buyer can make its own transport arrangements from the domestic port of entry.

REVISIONS & SUBMISSION

Contact NanaWall to identify any changes or corrections to be made to the information contained in the Quote. NanaWall will review, make accepted changes, and submit a revised Quote.

IF THE QUOTE IS ACCEPTABLE AND BUYER WOULD LIKE TO PROCEED, CHECK THE BOX ON THE FIRST PAGE, AND SUBMIT TO NANAWALL: fax to (415) 383-0312, email to quotes@nanawall.com or send to your local sales representative. NanaWall will then provide the Order Agreement, a sample of which is available for review upon request. Once provided, the Order Agreement and applicable drawings will govern the sale.

Copyright 2024 Nana Wall Systems, Inc

BACKUP QUOTE



Beacon | Rex Williams
 Ship To: 2770 S West Temple, SLC, UT 84115
 Mail To: PO Box 65462, SLC, UT 84165
 Phone: 801-486-4884
 Website: www.BeaconCDL.com
 Quote Valid for 30 Days from Receipt

SALES QUOTE

Page: 1
 Sales Quote Number: SQ008355
 Sales Quote Date: 10/31/2024

BACKUP QUOTE

Job Name: HIVE DESIGN GROUP

Sell
 To: CASH
 HIVE DESIGN GROUP
 HIVE DESIGN GROUP

Ship
 To: CASH
 HIVE DESIGN GROUP

Ship Via Salesperson Sam Watson
 Terms CASH Phone # EXT. 138
 Customer ID CASH Email samw@beaconcdl.com

| Item No. | Description | Unit | Quantity | Unit Price | Total Price |
|----------------|--|------|----------|------------|-------------|
| ZF16563070R | F- 16- SGL- 5-3/4"- N/R- RH- 3'0"- 7'0"- SUA- EWA- 4.5- ASA- RPD- PA | EACH | 2 | 491.02 | 982.04 |
| XL183070FRRPD | L- 18- N/R- HNYCB- RHR- 3'0"- 7'0"- 4.5- RPD- 24X6 0 | EACH | 2 | 1,156.83 | 2,313.66 |
| IVE5BB14545622 | 5BB1 x 4.5 X 4.5 x F-BLK | EACH | 6 | 19.76 | 118.56 |
| NSCL | 7101 BC PA x 693 | EACH | 2 | 211.61 | 423.22 |
| NSED | 6300R x 6W08 PHL-D x SCC x 622 | EACH | 2 | 889.16 | 1,778.32 |
| NAT425E36DKB | 425EDKB 36" DARK BRONZE THRESHOLD | EACH | 2 | 60.96 | 121.92 |
| NAT200NDKB36 | 200NDKB 36" DOOR SWEEP | EACH | 2 | 25.25 | 50.50 |
| NSWSTRP | 160VDKB x 36" x 84" | SET | 2 | 61.15 | 122.30 |
| | Credit Card Processing | | 1 | 88.66 | 88.66 |
| | 4-6 WEEK LEAD TIME | | | | |

Amount Subject to Sales Tax 5910.52
 Amount Exempt from Sales Tax 88.66

Subtotal: 5,999.18
 Invoice Discount: 0.00
 Total Sales Tax: 440.33

Credit Card Processing Fees are 1.5%

Total: 6,439.51

Merchandise Return Policy: Only stock items in resalable and unused condition may be returned. No credit will be given until merchandise has been inspected for quality. A 35% restocking fee will be charged on all returned merchandise. Special order materials will not be accepted for return or cancellation. On cash accounts, special order items must be paid in full before ordering.

Elite Tile Setters, Inc.
9604 Daisy Meadow Circle
South Jordan, UT 84095

Estimate

| | |
|-----------|------------|
| Date | Estimate # |
| 9/25/2024 | 1351 |

The Pearl on Main
 7711 S Main Street Midvale 84047

Exterior Remodel
 Portion - \$2,350

| Item | Description | Qty | Cost | Total |
|--------------|--|-----|--------|----------|
| Floors-Ditra | Front Entry Prep Floor With Ditra Uncoupling Membrane and Install Tile (Penny with PEARL written out) (Set with Granirapid) | 45 | 30.00 | 1,350.00 |
| Other | Laser Jet Cut Penny Tile to Spell PEARL | 1 | 500.00 | 500.00 |
| Other | Floor Tile Allowance | 40 | 10.00 | 400.00 |
| Other | Floor Tile Allowance | 10 | 10.00 | 100.00 |
| | Main Lobby | | | |
| Other | Remove Carpet and Base and Dispose | 397 | 3.00 | 1,191.00 |
| Floors-Ditra | Prep Floor With Ditra Uncoupling Membrane and Install Tile | 397 | 12.00 | 4,764.00 |
| Other | Floor Tile Allowance | 445 | 4.00 | 1,780.00 |
| | Kitchen | | | |
| Other | Dustless Demo of Floor and Base Tile (Increase for base) | 145 | 6.50 | 942.50 |
| Floors-Ditra | Prep Floor With Ditra Uncoupling Membrane and Install Tile | 145 | 12.00 | 1,740.00 |
| Other | Install Tile Base (LF) | 45 | 10.00 | 450.00 |
| Other | Floor Tile Allowance (Quarry Tile) | 160 | 3.86 | 617.60 |
| Other | Tile Base Allowance (Quarry Tile) (Per PC) | 100 | 2.70 | 270.00 |
| | Office | | | |
| Other | Remove Carpet and Base and Dispose | 117 | 3.00 | 351.00 |
| Other | Level area with OSB or Selfleveling (TBD) | 1 | 450.00 | 450.00 |
| Floors-Ditra | Prep Floor With Ditra Uncoupling Membrane and Install Tile | 117 | 12.00 | 1,404.00 |
| Other | Install Tile Base (LF) | 38 | 10.00 | 380.00 |
| Other | Floor Tile Allowance (Quarry Tile) | 130 | 3.86 | 501.80 |
| Other | Tile Base Allowance (Quarry Tile) (Per PC) | 85 | 2.70 | 229.50 |
| | Merch | | | |
| Other | Remove Carpet and Base and Dispose | 61 | 3.00 | 183.00 |

Total

Elite Tile Setters, Inc.
9604 Daisy Meadow Circle
South Jordan, UT 84095

Estimate

| | |
|-----------|------------|
| Date | Estimate # |
| 9/25/2024 | 1351 |

The Pearl on Main
 7711 S Main Street Midvale 84047

| Item | Description | Qty | Cost | Total |
|------------------------|--|-----|-------|----------|
| Floors-Ditra | Prep Floor With Ditra Uncoupling Membrane and Install Tile | 61 | 12.00 | 732.00 |
| Other | Install Tile Base (LF) | 35 | 10.00 | 350.00 |
| Other | Floor Tile Allowance (Quarry Tile) | 68 | 3.86 | 262.48 |
| Other | Tile Base Allowance (Quarry Tile) (Per PC) | 80 | 2.70 | 216.00 |
| | Womans Restroom | | | |
| Other | Dustless Demo of Floor Tile | 196 | 5.50 | 1,078.00 |
| Other | Remove Tile and Sheetrock from Walls and Dispose | 470 | 8.00 | 3,760.00 |
| Floors-Ditra | Prep Floor With Ditra Uncoupling Membrane and Install Tile | 196 | 12.00 | 2,352.00 |
| Walls/Ceramic | Install Tile on Wainscot 4" high | 242 | 20.00 | 4,840.00 |
| Schluter Jolly Inst... | Install Schluter Jolly Profile (Includes Profile Piece) | 8 | 50.00 | 400.00 |
| Other | Floor Tile Allowance | 215 | 4.00 | 860.00 |
| Other | Wall Tile Allowance | 270 | 4.00 | 1,080.00 |
| | Mens Restroom | | | |
| Other | Dustless Demo of Floor Tile | 106 | 5.50 | 583.00 |
| Other | Remove Tile and Sheetrock from Walls and Dispose | 354 | 8.00 | 2,832.00 |
| Floors-Ditra | Prep Floor With Ditra Uncoupling Membrane and Install Tile | 106 | 12.00 | 1,272.00 |
| Walls/Ceramic | Install Tile on Wainscot 4" high | 184 | 20.00 | 3,680.00 |
| Schluter Jolly Inst... | Install Schluter Jolly Profile (Includes Profile Piece) | 5 | 50.00 | 250.00 |
| Other | Floor Tile Allowance | 118 | 4.00 | 472.00 |
| Other | Wall Tile Allowance | 205 | 4.00 | 820.00 |

| | |
|--------------|-------------|
| Total | \$43,443.88 |
|--------------|-------------|

ESTIMATE

Neils Tree Service

P.O. Box 518
West Jordan, Utah 84084

neil.smith15@yahoo.com
+1 (801) 502-0512



Bill to

John Simianer
7711 So Main Street
Midvale, UT

Ship to

John Simianer
7711 So Main Street
Midvale, UT

Estimate details

Estimate no.: 1033B
Estimate date: 09/17/2024
Expiration date: 10/17/2024

| # | Date | Product or service | Description | Qty | Rate | Amount |
|----|------|---------------------------|--|-----|--------------|-------------------|
| 1. | | Neils Tree Service | Remove two trees and stumps in park strip. | 1 | \$1,000.00 | \$1,000.00 |
| | | | | | Total | \$1,000.00 |

Note to customer

I look forward to working with you, please let me know if you have any questions.

Expiry date 10/17/2024

Accepted date

Accepted by

BACKUP QUOTE



RENT-A-MONKEY
TREE SERVICE

| | |
|--------------|--------------|
| ESTIMATE | #5553 |
| SERVICE DATE | Oct 31, 2024 |
| TOTAL | \$1,800.00 |

Rent A Monkey Tree Service

John Simianer
7711 S Main St
Midvale, UT 84047

☎ (406) 548-4792
✉ jsimianer@gmail.com

CONTACT US

791 E Savannah Ct
Sandy, UT 84094

☎ (801) 895-4676
✉ info@rentamonkey.com

ESTIMATE

| Services | qty | unit price | amount |
|--|-----|------------|------------|
| 2 Bradford Pears Tree Removal - Located in the park strip in front of theatre - Take down and haul all material from the property. | 1.0 | \$1,400.00 | \$1,400.00 |
| 2 Stump grinding - Located in front of the theater in the park strip - Grind down 3 to 5 inches below the surface level. - Clean and haul all debris and leave dirt/mulch level with the grade. | 1.0 | \$400.00 | \$400.00 |

Services subtotal: \$1,800.00

Subtotal \$1,800.00

Total \$1,800.00

Thank You for using Rent A Monkey Tree Service! We hope you have had a wonderful experience and we look forward to servicing your needs in the future!

DR Exteriors LLC

815 E Meadow Pine Ct
Salt Lake City, UT 84106 US
drexteriorsllc2020@gmail.com
www.drexteriorsllc.com

Estimate

| | | | |
|-------------------|-------------------|----------|------------|
| ADDRESS | SHIP TO | ESTIMATE | 1300 |
| John Simianer | John Simianer | DATE | 11/04/2024 |
| 7711 S Main St | 7711 S Main St | | |
| Midvale, UT 84047 | Midvale, UT 84047 | | |

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|-------|-----------------------------------|------------------|-----|----------|-------------------|
| | Window Installation | x2 | 1 | 800.00 | 800.00 |
| | New Trim around Windows | 2 Windows 1 Door | 1 | 250.00 | 250.00 |
| | Brick Repair (Materials Included) | | 1 | 350.00 | 350.00 |
| ----- | | | | | |
| | | | | SUBTOTAL | 1,400.00 |
| | | | | TAX | 0.00 |
| ----- | | | | | |
| | | | | TOTAL | \$1,400.00 |

Accepted By

Accepted Date

BACKUP QUOTE

Pearl On Main Remodel - Hive Design Group



Pearl On Main Remodel

Prepared By

R5 Innovations

385-887-3699

R5Innovationsutah@gmail.com

Prepared For

Hive Design Group

John Simianer

Jsimianer@gmail.com

11/6/2024

Scope of Work

WIndow & Trim Install

- Install 2 Large Windows
- Trim New Windows and 2 Doors
- caulk and paint trim

Repoint Brick

- touch up all Brick as needed.
- Wash Brick
- Scaffolding set up
- dispose of any construction debris pertaining to this scope.

Repoint Brick

\$5,202.00

WIndow & Trim Install

\$3,792.00

Proposal Total

\$8,994.00

Signature
Hive Design Group