



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

REDEVELOPMENT AGENCY OF MIDVALE CITY
MEETING AGENDA
November 18, 2025

Public Notice Is Hereby Given that the **Redevelopment Agency of Midvale City** will hold an electronic and in-person meeting on **November 18, 2025** 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 17, 2025.**

The meeting will be broadcast on **You-Tube (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 7, 2025 — **[Rori Andreason, HR Director/City Recorder]**

IV. ACTION ITEM

- A. Consider **Resolution No. 2025-12RDA** Approving and Authorizing the Mayor to Execute a CDBG Subrecipient Pass-Through Agreement for HRLP with Midvale City **[Moira Gray, Economic Development & RDA Project Manager]**

V. DISCUSSION ITEM

- A. Discussion Regarding the Term Sheet for a Business Loan Agreement between the Redevelopment Agency of Midvale City and Greek Streak Taverna, LLC **[Aubrey Ruiz, RDA Program Manager]**

VI. 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.

VII. ADJOURN

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

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 13, 2025

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



REDEVELOPMENT AGENCY MEETING
Minutes
Tuesday October 7, 2025

Council Chambers
7505 S Holden Street
Midvale, Utah 84047

CHAIR: Dustin Gettel

BOARD MEMBERS: Board Member Paul Glover
Board Member Bonnie Billings - Excused
Board Member Denece Mikolash
Board Member Bryant Brown
Board Member Heidi Robinson

STAFF: Matt Dahl, City Manager; Nate Rockwood, Assistant City Manager; Rori Andreason, City Recorder; Garrett Wilcox, City Attorney; Mariah Hill, Administrative Services Director; Adam Olsen, Community Development Director; Jerimie Thorne, Deputy Public Works Director; Aubrey Ruiz, RDA Program Manager; Kate Andrus, RDA Director; Wendelin Knobloch, Planning Director; Chief April Morse, UPD; and Josh Short, Network Administrator.

Chair Gettel called the meeting to order at 9:30 p.m.

I. GENERAL BUSINESS

A. Welcome and Roll Call - Board Members Denece Mikolash, 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 16, 2024

MOTION: Board Member Paul Glover MOVED to approve the consent agenda. The motion was SECONDED by Board Member Heidi Robinson. Chair Gettel 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 Denece Mikolash	Aye
Board Member Paul Glover	Aye

Board Member Bonnie Billings	Absent
Board Member Heidi Robinson	Aye
The motion passed unanimously.	

IV. ACTION ITEMS

A. **CONSIDER RESOLUTION NO. 2025-10RDA APPROVING AMENDMENTS TO THE TERM SHEET FOR A BUSINESS LOAN AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF MIDVALE CITY AND THE HONEYSUCKLE COFFEE CO., LLC.**

Aubrey Ruiz said on May 6, 2025, the RDA Board approved a \$250,000 loan at a 0% interest rate for Honeysuckle Coffee Co, LLC. Since then, the term sheet has been updated regarding the repayment terms. The terms have been amended to state that the first payment will be due on the earlier of: a) the first day of the first full month following the opening of the business, or b) July 1, 2026. This change accounts for the updated construction timeline of the project. The revised term sheet is now being presented to the Board for approval.



Project Summary

The establishment will offer a variety of specialty coffee beverages and a tempting selection of freshly baked goods. Additionally, the owners plan to introduce authentic Carolina barbecue and other smoked meats, served in a fast-casual, direct-to-customer setting.



Proposed Loan Terms

Loan Amount: \$250,000

Term: 7 Years

Interest Rate: 0%

Other Main Items:

- The first payment shall be the sooner of: a) The first day of the first full month following the opening of the business or b) **July 1, 2026**
- The Borrower shall pay equal monthly payments based on the outstanding Loan Amount.
- The Borrower agrees to submit receipts, invoices, or other reasonable evidence as requested by the RDA to verify that the Loan is being used for the permitted uses.

MOTION: **Board Member Heidi Robinson MOVED to Pass Resolution No. 2025-10RDA Approving Amendments to the Term Sheet for a Business Loan Agreement Between the Redevelopment Agency of Midvale City and Honeysuckle Coffee Co. LLC. The motion was SECONDED by Board Member Paul Glover. Chair Gettel 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 Denece Mikolash	Aye
Board Member Paul Glover	Aye
Board Member Bonnie Billings	Absent
Board Member Heidi Robinson	Aye

The motion passed unanimously.

B. CONSIDER RESOLUTION NO. 2025-11RDA APPROVING THE TERM SHEET FOR AN ADAPTIVE REUSE LOAN AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF MIDVALE CITY AND 7511 MAIN STREET, LLC.

Aubry Ruiz said on January 16, 2024, the RDA Board approved the Midvale Main Adaptive Reuse Loan Program. Since its approval, the Agency has disbursed one loan for \$250,000 and has started collecting repayment. Agency staff has reviewed and evaluated the loan application for 7511 Main Street, LLC, against the program guidelines and criteria, confirming that the applicant successfully met the required threshold for consideration. Given that the loan request exceeds \$25,000, the terms of the loan agreement are now presented for discussion and approval by the RDA Board.

7511 Main Street, LLC, the applicant, is the owner of the property located at 7511 S. Main Street. The applicant intends to rebuild the structure to meet all current Building & Safety requirements. This construction is essential for activating Midvale Main, focusing on the realms of food, retail, and events. The planned renovations are extensive, covering structural upgrades, new framing, new plumbing, drywall installation, new electrical, new flooring, and modernized bathrooms.

The property at 7511 S Main Street will be leased to Honeysuckle Coffee Co. LLC. The residential building will be repurposed into a commercial coffee shop by day and a Carolina BBQ restaurant by night. The outdoor green space will be transitioned into patio seating. These strategic improvements aim to create an inviting and dynamic environment, fostering the success of Midvale Main as a vibrant hub for various activities.

As part of Agency staff's review, it was concluded that the application exceeded the minimum required score threshold outlined in the Adaptive Reuse Loan Program Guidelines. The application received high scores in the Public Benefit Criteria, demonstrating that these funds will contribute significantly to creating a sense of place within the Main Street project area. This contribution involves shaping redevelopment, enhancing arts and culture, preserving, and celebrating history, and providing or supporting spaces for people to gather.

The loan proposal from 7511 Main Street, LLC received strong scores under the Public Benefit Criteria, attaining full points in the areas of 1) Economic Impact, 2) Historic

Character, 3) Beautification, and 4) Street Activation, making it a qualified applicant for the 0% incentive.

Considering these findings, Agency staff recommend approving a loan of \$250,000 to 7511 Main Street LLC, with the terms outlined in the attached Term Sheet. This recommendation is based on a review of the applicant's proposal and supporting financial documents by Agency staff.

Fiscal Impact:

The current budget for the revolving loan programs is \$1 million to be utilized for individual loans. If this loan is approved, the RDA will provide a \$250,000 loan to 7511 Main Street, LLC. In addition, the Agency Board is currently closing a business loan of \$250,000 for Honeysuckle Coffee Co. LLC. With loan approval, this will bring the current fund balance for the revolving loan programs to \$750,000 available for additional projects.



Project Summary

7511 Main Street, LLC plans on using the funds to reconstruct the existing building for safe tenant occupation.



Loan Terms

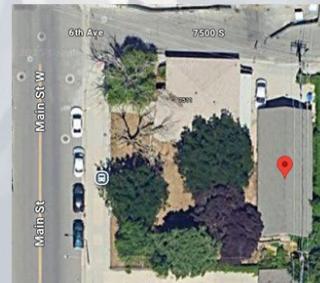
Loan Amount: \$250,000

Term: 7 Years

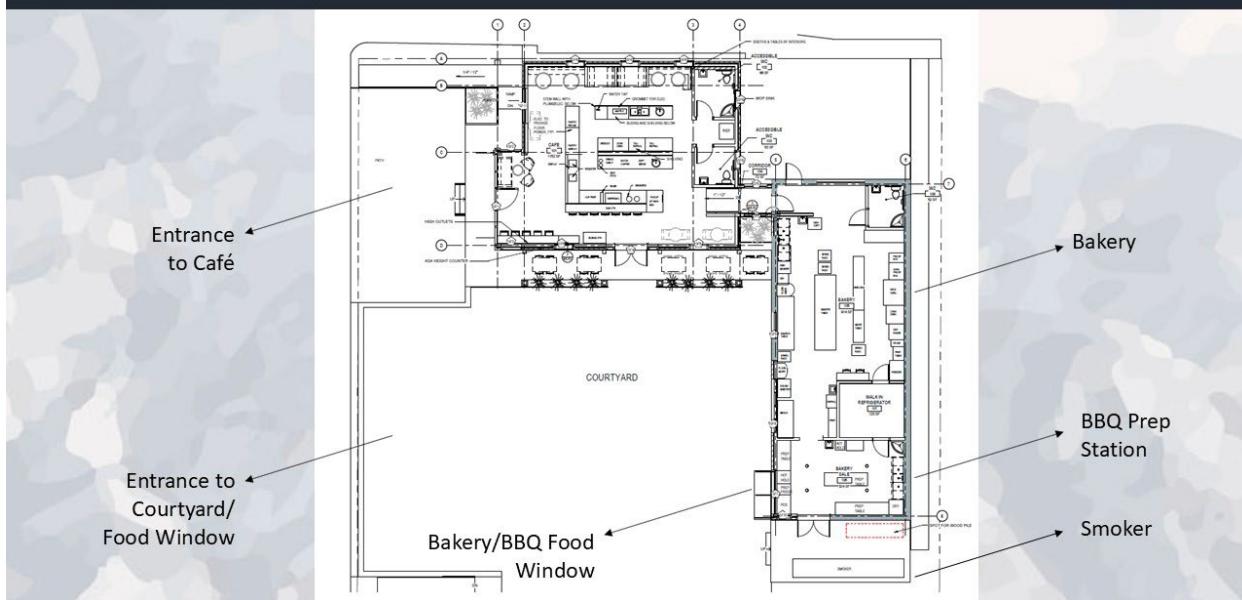
Interest Rate: 0 %

Other Items:

- The first payment shall be the sooner of:
 - a) The first day of the first full month following the opening of the business or
 - b) **June 1, 2026**
- Borrower agrees to submit receipts, invoices, or other reasonable evidence as requested the RDA to verify that the Loan is being used for the permitted use.
- Borrower provided collateral to proposed loan ratio of 100%.



Proposed Floor Plan



MOTION: Board Member Heidi Robinson MOVED to Pass Resolution No. 2025-11RDA Approving the Term Sheet for an Adaptive Reuse Loan Agreement Between the Redevelopment Agency of Midvale City and 7511 Main Street, LLC. The motion was SECONDED by Board Member Paul Glover. Chair Gettel 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 Denece Mikolash	Aye
Board Member Paul Glover	Aye
Board Member Bonnie Billings	Absent
Board Member Heidi Robinson	Aye

The motion passed unanimously.

V. ADJOURN

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

The meeting adjourned at 9:36 p.m.

Rori L. Andreason, MMC
City Recorder

Approved this October 21, 2025.

PENDING



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: November 18, 2025

SUBJECT: Action Item

Consider **Resolution No. 2025-12RDA** Approving and Authorizing the Mayor to Execute a CDBG Subrecipient Pass-Through Agreement for HRLP with Midvale City

SUBMITTED BY:

Moira Gray, Economic Development & RDA Project Manager

SUMMARY:

On June 26th, 2025, Midvale City was awarded \$100,000 in Community Development Block Grant (CDBG) funding from Salt Lake County for the Redevelopment Agency's Home Repair Loan Program (HRLP). Resolution No. 2025-12RDA approves the Pass-Through Agreement for the Redevelopment Agency to use the funds. These funds will be used to support the Home Repair Loan Program, which is administered by NeighborWorks Salt Lake. The program provides 5-year forgivable loans of up to \$15,000 for low- to moderate-income homeowners in Midvale to be used for home repairs, such as accessibility modifications, health or safety repairs, and energy improvements.

FISCAL IMPACT:

Midvale City was awarded \$100,000.00 in CDBG funds to support the Home Repair Loan Program for Program Year 25-26.

STAFF RECOMMENDATION AND MOTION

"I move that we suspend the rules* and pass Resolution No. 2025-12RDA, approving and authorizing the Mayor to execute a Subrecipient Pass-Through Agreement with Midvale City for Community Development Block Grant Funds to support the Redevelopment Agency's Home Repair Loan Program."

* It is necessary to suspend the rules as the period of performance for the contract starts July 1, 2025 despite contract delays.

ATTACHMENTS:

Resolution No. 2025-12RDA
CDBG Pass-Through Agreement for HRLP

**MIDVALE CITY, UTAH
RESOLUTION NO. 2025-12RDA**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO
EXECUTE A CDBG SUBRECIPIENT PASS-THROUGH AGREEMENT WITH
MIDVALE CITY**

WHEREAS, in November, 2024 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 26, 2025 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, 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 ____ day of November 2025.

By: _____
Dustin Gettel, Chief Administrative Officer

ATTEST:

Rori L. Andreason, MMC
Secretary

Voting by the RDA Board	“Aye”	“Nay”
Denece Mikolash	_____	_____
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 day of November, 2025 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 \$100,000.00 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 7 of Attachment A, “General Terms and Conditions” of the County Agreement, and the RDA will be subject to the same conditions described in Paragraph 7 of Attachment 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 employer. The RDA must comply the Civil Rights Act of 1964, 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. Anti-Discrimination.

- i. Small Disadvantaged Businesses. The RDA will use its best efforts to afford small disadvantaged business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in keeping with the principles as provided in 16 U.S.C. 636 (j) and 16 U.S.C. 637(a); and Section 8(d) of the Small Business Act. The RDA may rely on written representations by businesses regarding their status as small disadvantaged business enterprises in lieu of an independent investigation.
- ii. 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.

Formatted: No underline

- iii. EEO 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 employer.
- iv. Section 3 Compliance. The RDA, and any of the RDA'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. The RDA certifies and agrees that no contractual or other impediment exists which would prevent compliance with these requirements. The RDA 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. The RDA 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. The RDA agrees to compile and provide to the County all HUD-required section 3 information regarding the hiring of low-income employees and (sub)contractors.

- v. 24 CFR 135.38 Section 3 clause. All section 3 covered contracts shall include the following clause (referred to as the "section 3 clause"):

- 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 135, 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 24 CFR Part 135 regulations.

- c. The RDA agrees to send to each labor organization or representative of workers with which the RDA has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the RDA'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

Formatted: Font: (Default) +Headings CS (Times New Roman)

Formatted: Font: (Default) +Headings CS (Times New Roman), 12 pt

Formatted: Font: (Default) +Headings CS (Times New Roman)

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.

- d. The RDA 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 contractor or subcontractor is in violation of the regulations in 24 CFR Part 135. 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 135.
- e. 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 135 require employment opportunities to be directed, were not filled to circumvent the RDA's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.
- g. 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).
 - h.
- vi. Subcontract Provisions. The RDA will include the provisions of Paragraphs 7.A, Civil Rights, and 7.B, Anti-Discrimination, 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.

iii. Hatch Act. The RDA 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 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.

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. Campaign Contributions. The RDA acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances. The RDA 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. The RDA further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. The RDA represents, by executing this Agreement, that the RDA 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.
 - a. Definitions: "Public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are

Formatted: Font: (Default) +Headings CS (Times New Roman)

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.

vii. 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.

viii. 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.

ix. 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).

x. 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 21(d)(ii)(3) of Attachment 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

Dustin Gettel, Mayor

ATTEST:

Rori L. Andreason, City Recorder

THE REDEVELOPMENT AGENCY OF
MIDVALE CITY

Matt Dahl, Chief Administrative Officer

ATTEST:

Rori L. Andreason, Secretary

EXHIBIT A – COUNTY AGREEMENT



REDEVELOPMENT AGENCY OF MIDVALE SUMMARY REPORT

November 18, 2025

ITEM TYPE: Discussion

SUBJECT: Discussion regarding the Term Sheet for a Business Loan Agreement between the Redevelopment Agency of Midvale City and Greek Streak Taverna, LLC.

SUBMITTED BY: Aubrey Ruiz, RDA Program Manager

SUMMARY:

Agency staff received a loan request from Greek Streak Taverna, LLC, a local Greek restaurant, for \$50,000. Staff has reviewed and evaluated the loan application based on program guidelines and criteria. It has been determined that the applicant has met the required threshold for consideration. As the loan request exceeds \$25,000, the terms of the loan agreement are being presented to the RDA Board for discussion and eventual consideration for approval.

With most of the building restoration being handled by the property owner, Greek Streak Taverna requested funding to implement the additional tenant improvements crucial to creating a unique restaurant experience with both indoor and patio dining. Greek Streak Taverna has been a successful business operation in Utah for the last ten years, looking to expand.

As part of staff's review, it was concluded that the application exceeded the minimum required threshold. This demonstration indicates that the funds provided will contribute to attracting and promoting the growth of businesses within the Main Street Area.

Furthermore, the loan proposal from Greek Streak Taverna received strong scores under the Public Benefit Criteria, attaining full points in the areas of 1) Economic Impact, 2) Historic Character, 3) Beautification, and 4) Street Activation, making it a qualified applicant for the 0% incentive.

Considering these findings, Agency staff recommends approving a loan of \$50,000 to Greek Streak Taverna, LLC, with the terms outlined in the attached Term Sheet. This recommendation is based on a review of the applicant's proposal and supporting financial documents by Agency staff.

Fiscal Impact:

The current program budget is \$750,000 to be utilized for individual loans. If approved, the RDA will provide a \$50,000 loan to Greek Streak Taverna. This will bring the current overall budget for the revolving loan programs to \$700,000 to be loaned for additional projects.

Staff Recommendations:

N/A

Attachments:

Term Sheet
Amortization Schedule
Public Benefit Impact