



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

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**REDEVELOPMENT AGENCY OF MIDVALE CITY  
MEETING AGENDA  
May 5, 2026**

**Public Notice Is Hereby Given** that the **Redevelopment Agency of Midvale City** will hold an electronic and in-person meeting on **May 5, 2026** as follows:

**Electronic & In-Person 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 May 4, 2026.**

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

**7:00 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 April 7, 2026 — ***[Rori Andreason, HR Director/City Recorder]***

**IV. ACTION ITEMS**

A. Consider **Resolution No. 2026-07RDA** Authorizing the RDA Chief Administrative Officer to enter into an Agreement between Angie Jerez and the Redevelopment Agency of Midvale City for the design, installation, and maintenance of a mural, located on the Art House East-facing wall (7697 S Main Street) and approval of Mural Artist recommendation. — ***[Aubrey Christensen, RDA Program Manager]***

May 5, 2026

- B. Consider **Resolution No. 2026-08RDA** Authorizing the RDA Chief Administrative Officer to enter into an Agreement between Nigel Sussman and the Redevelopment Agency of Midvale City for the design, installation, and maintenance of a mural, located on the Art House South-facing wall (7697 S Main Street) and approval of Mural Artist recommendation. **[Aubrey Christensen, RDA Program Manager]**
  
- C. Consider **Resolution No. 2026-09RDA** Adopting the FY2027 Tentative Budget of the Redevelopment Agency of Midvale City beginning July 1, 2026 and ending June 30, 2027 — **[Mariah Hill, Administrative Services Director]**

**V. DISCUSSION ITEM**

- A. Discussion Regarding Proposed Amendments and Renewal of the Main Street Upper-Floor Housing Initiative **[Kate Andrus, RDA Director]**

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

**Date Posted: April 30, 2026**

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



## REDEVELOPMENT AGENCY MEETING

### Minutes

Tuesday April 7, 2026

Council Chambers  
7505 S Holden Street  
Midvale, Utah 84047

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**CHAIR:** Dustin Gettel

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

**STAFF:** Matt Dahl, City Manager; Nate Rockwood, Assistant City Manager; Rori Andreason, City Recorder; Garrett Wilcox, City Attorney; Adam Olsen, Community Development Director; Glen Kennedy, Public Works Director; Moira Gray, RDA Project Manager; Kate Andrus, RDA Director; Laura Magness, Communications Director; , Chief April Morse, UPD; and Matt Pierce, IT Director.

Chair Gettel called the meeting to order at 7:42 p.m.

**I. GENERAL BUSINESS**

**A. Welcome and Roll Call** - Board Members Denece Mikolash, Bonnie Billings, Bryant Brown, Heidi Robinson, and Paul Glover were present at roll call. Bryant Brown was excused

**II. PUBLIC COMMENTS**

There was no one who desired to speak.

**III. CONSENT AGENDA**

**A. CONSIDER MINUTES OF MARCH 24, 2026**

**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	Absent
Board Member Denece Mikolash	Aye
Board Member Paul Glover	Aye
Board Member Bonnie Billings	Aye
Board Member Heidi Robinson	Aye

**The motion passed unanimously.**

**IV. ACTION ITEM**

**A. CONSIDER RESOLUTION NO. 2026-06RDA APPROVING THE GRANT AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF MIDVALE CITY AND CACTUS AND TROPICALS, LLC FOR PARTICIPATION IN THE MAIN STREET ACTIVATION GRANT PROGRAM.**

Moira Gray said Cactus & Tropicals, LLC has applied for the Midvale Main Street Activation Grant to support their Spring Fest event on April 25, 2026. This event will bring members of the public to Cactus & Tropicals' Midvale location to plant a succulent garden, receive a free seed packet, and/or receive a small vase with a plant cutting. There will be live music and light refreshments. This event will not be ticketed and will be free to the public.

This event will support the goals of the Midvale Main Street Project Area by bringing a wider audience to Main Street. Cactus & Tropicals will advertise this event to their audience of more than 40k via email marketing and social media. This grant was recommended for approval by the Activation Grant Advisory Board. Cactus & Tropicals, LLC is requesting a grant of \$1,000, which is 40% of the total cost of the event.

**FISCAL IMPACT:**

This grant award will expend \$1,000 of the program's \$2,292.50 remaining budget.



**Consideration of  
a Grant  
Agreement with  
Cactus &  
Tropicals, LLC**

Spring Fest:  
A Celebration of  
Spring

## Program Overview

### Program Goals:

- Activate Midvale Main and bring more foot traffic to the street
- Expose new people to Midvale Main Street
- Maintain momentum in between City-run public events
- Increase in frequency of public without an untenable increase in staff time and attention

## Event Overview

- **Applicant:** Cactus & Tropicals, LLC      **Event Date:** April 25, 2026  
11 am – 6 pm
- **Event Name:** Spring Fest – A Celebration of Spring
- **Description:** Members of the public can go to Cactus & Tropicals to plant a succulent garden, receive a free seed packet and/or a small vase with a plant cutting. There will be live music and light refreshments. This event will be free to the public.
- **Expected Attendance:** 100 people

## Event Costs

- **100 Seed Packets:** \$10.00
- **100 Vases:** \$70
- **Plants (Cuttings):** \$88
- **Garden Plants:** \$1,500
- **Pots:** \$250
- **Soil:** \$95
- **Music:** \$250.00
- **Refreshments:** \$100.00

**Total Event Cost:** \$2,500 **Amount Requested:** \$1,000 (40% of total cost)

## Fiscal Impact

- \$1,000 grant request
- \$2,292.50 remains of the total \$3,000 budget.
- If this grant is approved the remaining budget amount will be \$1,292.50.

Board Member Heidi Robinson was at the Rebel Paw event last week and heard really good things from people attending. She said she really liked this Activation Grant tool that the city is using, and the businesses are taking advantage of.

Kathy Bryson, Cactus and Tropicals, said the Activation Grant is a great opportunity to bring more people to Main Street. She is looking forward to this fun Spring Fest event.

**MOTION:** Board Member Heidi Robinson **MOVED** to suspend the rules and pass Resolution No. 2026-06RDA Approving a Grant Agreement Between the Redevelopment Agency of Midvale City and Cactus & Tropicals, LLC for Participation in the Midvale Main Street Activation Grant Program. The motion was **SECONDED** by Board Member Bonnie Billings. 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	Absent
Board Member Denece Mikolash	Aye
Board Member Paul Glover	Aye
Board Member Bonnie Billings	Aye
Board Member Heidi Robinson	Aye

The motion passed unanimously.

## **VI. ADJOURN**

**MOTION:** Board Member Paul Glover **MOVED** to adjourn the meeting and move back into council 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 7.51 p.m.

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**Rori L. Andreason, MMC**  
**City Recorder**

Approved this 5<sup>th</sup> day of May, 2026.



## REDEVELOPMENT AGENCY OF MIDVALE CITY SUMMARY REPORT

May 5, 2026

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**SUBJECT:** Consider Approving **Resolution No. 2026-07RDA** Authorizing the Chief Administrative Officer to enter into an Applicant Wall Agreement between Angie Jerez and the Redevelopment Agency of Midvale City for the design, installation, and maintenance of a mural, located on the Art House East-facing wall (7697 S Main Street) and approval of Mural Artist recommendation.

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**ITEM TYPE:** Action

**SUBMITTED BY:** Aubrey Christensen, RDA Program Manager

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### SUMMARY:

On June 13, 2026, the Redevelopment Agency (RDA) of Midvale City is organizing the fifth annual mural festival, aiming to install eight new murals in the Main Street CDA. The RDA has expressed interest in including a mural on the East side of the Art House located at 7697 S Main St, Midvale, UT 84047.



To include this wall in the mural festival, we require the RDA Board's authorization of the applicant wall agreement. This agreement is between the RDA and the selected artist to participate in the 2026 Los Muros on Main: Midvale City Mural Festival. The key terms of the agreement are as follows:

- The Agency will fund 100% of the mural's costs.
- Final rendering approval by RDA Board and Agency staff.
- The Agency will be responsible for the mural's maintenance.

In addition, the Mural Selection Committee, evaluated nearly 160 artists from across the U.S., and based on the size and location of the wall, have recommended awarding this wall to the artist Angie Jerez, from Atlanta GA.



**PLAN COMPLIANCE:**

The City’s participation in the mural festival would support the Main Street Small Area Plan and the Main Street Community Development Area Plan. The mural’s rendering will be approved to ensure alignment with the City’s public art requirements and restrictions.

**FISCAL IMPACT:**

The RDA Board has already approved the costs associated with public art within the Main Street Area. This does not impose any costs on Midvale City.

**Recommended Motion**

“I move that we pass Resolution No. 2026-07RDA authorizing the Chief Administrative Officer to enter into an Applicant Wall Agreement between Angie Jerez and the Redevelopment Agency of Midvale City for the design, installation, and maintenance of a mural, located on the Art House South-facing wall (7697 S Main Street) and approval of Mural Artist recommendation.”

**Attachments:**

Resolution No. 2026-07RDA  
Applicant Wall Agreement

**THE REDEVELOPMENT AGENCY OF MIDVALE CITY  
RESOLUTION NO. 2026-07RDA**

**A RESOLUTION AUTHORIZING THE CHIEF ADMINISTRATIVE OFFICER TO ENTER INTO AN APPLICANT WALL AGREEMENT BETWEEN ANGIE JEREZ AND THE REDEVELOPMENT AGENCY OF MIDVALE CITY FOR THE DESIGN, INSTALLATION, AND MAINTENANCE OF A MURAL, LOACATED ON THE ART HOUSE EAST-FACING WALL (7697 S MAIN STREET) AND APPROVAL OF MURAL ARTIST RECOMMENDATION.**

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

**WHEREAS**, the Agency created the Main Street Community Development Area (the "CDA") in 2015 to revitalize and improve the Main Street area; and

**WHEREAS**, the overarching goal of the CDA is to establish an arts and culture district within the Main Street area; and

**WHEREAS**, an annual mural festival was initiated in 2022 to enhance the Main Street area with public art and the Agency is planning for an additional eight murals to be installed at this year's mural festival; and

**WHEREAS**, the building located at 7697 S. Main Street, Midvale, UT 84047 is owned by Midvale City Redevelopment Agency, and the decision to enhance the east side of the building with a mural as part of the 2026 mural festival rests with the board members and chair;

**WHEREAS**, the Mural Selection Committee recommends the artist Angie Jerez as the muralist selected for the installation for the mural on the designated wall.

**NOW THEREFORE BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF MIDVALE CITY**, that the Board of Directors does hereby approve the recommended artist and authorizes the Chief Administrative Officer to enter into the Applicant Wall Agreement found in Attachment A for the allowance of a mural to be installed on the south-facing wall of the Art House building located at 7697 S. Main Street in Midvale.

**Passed and Adopted by the Board of Directors of the Redevelopment Agency of Midvale City, State of Utah, this 5th day of May, 2026.**

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Dustin Gettel,  
Chief Administrative Officer

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Matt Dahl  
Executive Director

ATTEST:

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Rori L. Andreason, MMC  
Secretary

Voting by the RDA Board:	“Aye”	“Nay”
Paul Glover		
Heidi Robinson		
Bryant Brown		
Bonnie Billings		
Denece Mikolash		

**2026 AGREEMENT FOR  
ARTIST'S COMMISSIONED WORK FOR INCLUSION IN THE MIDVALE CITY  
MURAL FESTIVAL PROGRAM**

THIS AGREEMENT FOR ARTIST'S COMMISSIONED WORK FOR INCLUSION IN THE MIDVALE CITY MURAL FESTIVAL PROGRAM (the "Artist Agreement"), made and entered into as of April 9, 2026, by and among the Redevelopment Agency of Midvale City, a public agency (the "Agency"), and Angie Jerez, an individual ("Artist"). Agency, and Artist are referred to throughout this Agreement individually as a ("Party") and collectively as ("Parties").

WITNESSETH:

WHEREAS, the Agency produces the annual Midvale Main Mural Festival Program (the "Program") which facilitates the installation of murals ("Mural") on buildings located throughout Midvale City;

WHEREAS, Midvale City Redevelopment Agency is the owner of a building located at 7697 S Main St., Midvale, UT (as more particularly depicted in **Exhibit A** attached hereto, the "Property"), and the Agency is interested in the installation of Mural thereon; and

WHEREAS, the Agency issued a Statement of Qualifications ("SOQ") to solicit qualified artists to design and install murals as part of the Program; and

WHEREAS, the Agency has by resolution created the Mural Festival Selection Committee; and

WHEREAS, Committee has selected the undersigned Artist for the design and installation of the Mural at the Property; and

WHEREAS, the Agency assigns Artist to approve the Mural for inclusion in the Program; and

WHEREAS, the Artist and Agency will agree upon a detailed sketch or digital rendering of the proposed Mural design including color and visual representation within the dimensions of the assigned wall and a brief written description of the proposed Mural (hereinafter referred to as the "Proposal"); and

WHEREAS, the Agency and the Artist desire at this time to document their understanding and agreement with respect to the foregoing.

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

1. **Scope of Services.** The Artist will design the Mural based on the Proposal and receive final design approval; requests for modification; or rejection from the Agency within fourteen

(14) days of Agency receiving the Proposal from Artist. Upon receiving Agency approval, Artist shall manage the installation of the Mural. The Artist agrees that installation of the Mural will begin no later than June 3, 2026 after receipt of approval of the Proposal from the Agency, and will be completed and installed at the Property on or before June 10, 2026, the date set forth in the approved Proposal, the final design approval, and the provisions of this Agreement.

- a) The Artist represents, warrants, and covenants that:
  - i. the Mural will be the original creation of the Artist;
  - ii. the Mural will be unique and an edition of one;
  - iii. no identical or substantially similar Mural of whatever size or any additional or duplicate reproductions of the Mural will be created by the Artist and the Artist may not grant permission to others to do so;
  - iv. the Mural will not infringe upon any copyright, trademark or other property or personal right;
  - v. the Mural will be free and clear of liens or encumbrances from any third parties;
  - vi. the Artist may not be subject to any adverse claim to the Mural;
  - vii. the Mural must be performed within the parameters of the approved Proposal, the final design approval, and the provisions of this Artist Agreement;
  - viii. the Mural must follow Midvale City Public Art Guidelines, attached as **Exhibit B** to this Agreement; and
  - ix. the Artist will participate in engaging with the public about the mural during Community Events or performing live painting of the Mural prior to the day of the festival.
- b) Notwithstanding clause (iii) of this Section 1 (a), the Agency shall not prohibit the Artist from using depictions of the Mural in personal promotional materials such as portfolios and resumes.
- c) The Artist represents, warrants, and covenants that the Mural, as fabricated and installed, will be free of defects in material and workmanship including, but not limited to, any defects which cause or accelerate deterioration of the Mural. The Parties acknowledge and agree that the Mural is intended to be in place for a minimum of three years. The Artist understands that the Agency cannot guarantee that the Mural will remain in place for the minimum three-year period. Vandalism, weather, deterioration or destruction of

the Property, actions of the Agency, and events outside of the control of the Agency may result in the Mural being removed partially or in whole before the end of the minimum three-year period.

- d) If the Mural is determined, in the Agency's sole discretion, to be defective in workmanship or materials, in such a way that removal or repair before three years is necessary, the removal or repair shall be at the expense of the Artist. In the event the Mural must be removed or repaired before three years for reasons such as vandalism, disaster, and any other condition not caused by a defect in material or workmanship, as determined by the Agency in the Agency's sole discretion, the removal or repair shall be at the expense of the Agency.
- e) If the Mural is damaged, the Agency shall determine in its sole discretion whether the Mural can be restored or repaired. If the Agency determines that the Agency cannot restore or repair the Mural, the Agency shall notify the Artist that the Artist has 30 days to submit a proposal to the Agency to restore or repair the Mural. The Artist shall advise in writing the Agency within 30 days of receipt of notice from the Agency whether the Artist will restore or repair the Mural. The Artist shall provide the Agency with a date by when the Artist will restore or repair the Mural. If the Artist does not respond to the Agency within 30 days of the Agency's notice or the Agency determines in their discretion that the Artist is unable to restore or repair the Mural within an agreed timeframe, the Agency may contract with another individual or entity to repair, replace, or remove the Mural.

2. **Compensation.** The purchase price to be paid to the Artist for the Mural is \$ 2,750.00 ("Purchase Price"), which shall include all costs related to the Project such as Artist's fees and expenses for design, supplies, equipment rental (excluding equipment provided by the Agency), insurance, and installation. Any fees incurred for assistance from contractors, agreements between Artist or any other outside parties shall be the responsibility of the Artist. The Agency shall pay the Artist the Purchase Price in the following installments:

a) **For US citizens**

Agency will pay 100% of the Purchase Price to Artist after execution of this Agreement and within 30 days of Artist delivering an invoice to the Agency. The invoice must be in form and substance satisfactory to the Agency in its sole discretion and shall not be submitted prior to Artist receiving approval of Artist's Proposal.

For artists who live outside the Wasatch Front, an additional per diem in the amount of \$150 per day will be provided for lodging, food, and transportation within Midvale City for up to six nights and seven days during the installation period described in Section 1 of this Agreement. In addition, for those artists who are located outside the state of Utah, the Agency shall provide up to the sum of \$350 to subsidize Artist's travel costs.

As a condition to receive payment of an invoice, the Artist must submit a completed W-9 form to the Agency. The invoice must include the Purchase Price of the Mural, any requested per diem amount for reimbursement, and the cost of the anti-graffiti coating

application fee, if such coating is required by the Agency in its sole discretion. Artist shall include in the invoice an itemized list of all reimbursable per diem amounts and include verification for each per diem item. The Agency shall pay the Artist for all approved items included in the invoice within 30 days after Agency's receipt of a complete invoice.

If the Artist fails to perform under this Artist Agreement, the Artist shall reimburse the Agency for any monies paid to the Artist under this Artist Agreement. This includes, but is not limited to, failing to completely install the Mural by the agreed completion date; installing a mural that deviates materially from the Proposal, final design approval; and the provisions of this Artist Agreement; failing to participate in the Midvale Main Mural Festival; or failing to coordinate and cooperate with the Agency. This paragraph is exempt from Section 14 of the Agreement, and Agency may pursue any available remedy to enforce the terms contained in this paragraph. The Artist shall reimburse the Agency for any legal or attorneys' fees incurred by the Agency to enforce the terms of this paragraph.

b) **Anti-Graffiti**

Murals selected by the Agency to require anti-graffiti coating shall be provided by the Agency and applied by Artist upon completion of a Mural. The Agency will pay \$150 to Artist for the application of the anti-graffiti coating if such cost is included in a completed invoice submitted to the Agency.

c) **Lifts and Ladders**

The Agency shall provide lift and ladder equipment to Artists for use in installing their Murals. Artist shall notify the Agency at least three weeks in advance of his or her specific need for a lift and/or ladder.

The Agency shall be responsible for the cost of renting and delivering the lift or ladder, as well as for any associated setup and removal fees. Artist shall be responsible for using the equipment safely and in accordance with all applicable laws and regulations.

3. **Termination.** Except as provided in this Agreement, the Agency has the right to terminate this Artist Agreement at any time if it determines that the Mural does not or will not fulfill or comply with the Agency's requirements or specifications as provided for in the SOQ and Artist's approved Proposal. Upon such termination, the Artist retains all rights to the concept, design, and the Mural itself, including the right to complete, exhibit and sell an image of the Mural. If the Artist is unable to complete the Mural and removal is necessary, the removal will be at the expense of the Artist. The Artist shall reimburse the Agency the amount under Section 2 of this Artist Agreement in the event Artist fails to complete the Mural pursuant to the terms of the approved Proposal and the terms of this Artist Agreement. The Agency, in its sole discretion, may agree to accept portions of the incomplete Mural and may provide Artist with a proportional reimbursement which reflects the value of the completed work. If a Property is sold, leased, or transferred, this Agreement shall become void upon the closing of the sale, lease, or transfer of

the Property; provided, however, the Artist shall be paid for any worked performed before the sale, lease or transfer.

4. **Ownership.** The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the artwork contained in the Mural (the “Artwork”) for the duration of the copyright.

Artist hereby grants to Agency an irrevocable, perpetual, worldwide, royalty-free license to display, exhibit, promote, dispose of, make digital copies of, migrate to a new format, take pictures and/or video of the Artwork, alter, distribute (for promotional purposes), permit third parties to take photos and videos of the Artwork, and otherwise use the Artwork in social media, press releases, and in other promotional materials; provided, however, that Agency and shall not be permitted to use the Artwork for commercial purposes whereby Agency and sell the Artwork (or any copies or derivatives thereof) for Agency’s financial gain without notifying Artist and having a commercial license granted.

Artist hereby waives any and all such copyright infringement claims against Agency or any future owners of the Artwork or the Property, and its agents, officers and employees. All reproductions by Agency shall contain a credit to the Artist and a copyright notice in substantially the following form: Copyright © Angie Jerez.

Artist hereby acknowledges the existence of his statutory moral rights under 17 U.S.C. 106A and other moral rights in the Mural containing the Artwork, which is to be used as a work of visual art, and Artist hereby expressly and forever waives all such rights. Artist further understands and agrees that the installation of the Artwork on the building at the Property may subject it to destruction, distortion, mutilation, or other modification, by reason of its removal or other acts at a later date.

5. **Notice.** The Artist agrees to keep the Agency notified in writing of changes in the Artist's address. 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:

Agency:  
The Redevelopment Agency of Midvale City  
Attn: RDA Program Manager  
7505 S. Holden Street  
Midvale, UT 84047

Artist:  
Angie Jerez  
137 Savannah St SE  
Atlanta, GA 30316

6. **Indemnification.** The Artist agrees to protect, defend, release, indemnify and hold harmless the Agency and its officials, officers, employees, and agents from and against any and all losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs resulting from: (a) any claim by a third party that the Mural or anything made, used, sold, or otherwise disposed of, in or as a result of this Artist Agreement, allegedly infringes any trademark, copyright, patent, trade secret or other intellectual property right of a third party;

(b) loss of or damage to the property of any Party or third person arising from the negligence or willful misconduct of the Artist, his or her representatives, agents or employees in the performance of this Artist Agreement; or (c) death or personal injury to the agents of any Party or to any third person, arising from the negligence or willful misconduct of the Artist, his or her representatives, agents or employees in the performance of this Artist Agreement.

7. **Insurance.** The Artist, at his or her own cost and expense, must secure and maintain Comprehensive General Liability Insurance with the Agency as a named insured in the minimum amount of \$3,000,000.00 in the aggregate and \$1,000,000.00 per occurrence. The policy must provide that coverage will not be canceled or reduced without at least 30 days' prior written notice to the Agency. Certificates evidencing such insurance coverage must be filed with the Agency prior to or upon execution of this Artist Agreement.

8. **Relationship of Parties.** For purposes of this Artist Agreement, it is understood that the Artist is an independent contractor. No other legal relationship has been formed by this Artist Agreement, and in no manner is the Artist an employee or agent of the Agency. The Artist is not entitled to any of the benefits associated with such employment. The Artist is responsible for all applicable federal, state, and local taxes and all FICA contributions as provided herein. 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. Nothing contained in this Artist Agreement inures to the benefit of third parties. All negotiations relative to this Agreement and the transactions contemplated by and under this Artist Agreement have been carried on without the intervention of any person whose act or acts would give rise to any valid claim against any Party to this Artist Agreement for a finder's fee, brokerage commission, or other like payment.

9. **Force Majeure.** Neither Party to this Artist Agreement will be held responsible for delay or default caused by reason of a fire, riot, strike, labor trouble, acts of God or any other cause beyond the reasonable control of such Party (financial inability excepted). The Parties may terminate this Artist Agreement by mutual written agreement after determining such delay will prevent successful performance of this Artist Agreement.

10. **Severability.** In the event that any provision of this Artist Agreement shall be held invalid and unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have an effect on, the remaining provisions of this Artist Agreement.

11. **Governing Law and Venue.** This Artist Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Artist Agreement must be brought in a court of competent jurisdiction in Salt Lake County, Utah.

12. **Entire Agreement.** This Agreement contains all the representations and the entire agreement between the Parties with respect to the Program. Except as otherwise specified in this Artist Agreement, any prior correspondence, memoranda, agreements, warranties, or representations are superseded in total by this Artist Agreement. This Artist Agreement may be modified only by a written instrument signed by the Parties.

**13. Non-Appropriation of Funds or Changes in Law.** Upon 30 days' written notice delivered to the Artist, this Artist Agreement may be terminated in whole or in part at the sole discretion of the Agency, if the Agency reasonably determines:

- a) A change in federal, state, or local law materially affects the ability of either Party to perform under this Agreement; or
- b) A change in available funds affects the Agency's ability to pay under this Agreement.

If this Artist Agreement is terminated under this Section, the Agency shall reimburse Artist for any work approved and properly performed in relation to the Mural 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.

**14. Dispute Resolution.** Any dispute arising under or relating to this Artist 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 the course of resolving the dispute arising under or relating to this Artist Agreement, the prevailing Party may recover such fees and costs.

**15. Laws and Regulations.** At all times during this Artist Agreement, the Artist and Agency shall comply with all applicable federal, state, and local laws, rules, codes, orders, constitutions and regulations, including, but not limited to, applicable licensure and certification requirements. This includes not discriminating against any individual in an employment decision, including but not limited to hiring, selection of training, promotion, transfer, recruitment, or rates of pay, 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.

**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 Artist 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 Agency and Midvale City are governmental entities and are subject to Utah's Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 to -901. Any documents produced or collected under this Agreement may be subject to public access. If the Artist believes that a document should be protected under Utah Code Ann. §§ 63G-2-305(1) or (2), the Artist must clearly mark such documents as "Proprietary" or "Confidential" and provide a written claim of business confidentiality to the Agency that complies with Utah Code Ann. § 63G-2-309(1). The Artist 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 of this Artist Agreement.

18. **Time.** For the completion of the Mural, time is of the essence. The Artist is liable for all reasonable damages to the Agency as a result of the Artist's failure to timely perform the Mural and obligations required under this Agreement.

19. **Conflicts of Interest.**

- a) **Officer or Employee.** The Artist represents that none of his or her officers or employees are elected officials, officers, employees, volunteers, or agents of the Agency or Midvale City, its affiliates, unless the Artist has made such disclosure to the Agency prior to execution of this Agreement. The Artist represents and warrants that none of his or her officers, employees, or immediate family members of his or her officers or employees is or has been an elected official, officer, employee, volunteer, or agent of the Agency, Midvale City, or its affiliates who could influence the Agency's procurement process.
- b) **Gifts.** The Artist represents and warrants that he or she 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, Midvale City, or its affiliates who could influence the Agency's procurement process.

20. **Assignment and Delegation.** A Party may not assign or delegate any part of this Agreement without the other Party's prior written consent.

21. **Subcontractors.** Performance of the work associated with the Mural under this Artist Agreement may not be subcontracted to another individual or entity without the Agency's prior written consent. The Agency may withhold its consent in its sole discretion. If a subcontractor is permitted to perform the work associated with the Mural under this Artist Agreement, the Artist is responsible for the subcontractor's performance. The subcontractor is subject to all of the terms of this Artist Agreement that apply to the Artist except for invoices and payments. The Agency will accept invoices only from the Artist and will make payments only to the Artist.

22. **Not Exclusive.** The Artist understands that this Artist Agreement is not exclusive. The Agency may contract with other individuals or entities to provide the same or similar services. This Artist Agreement does not guarantee any amount of work.

23. **Publicity.** The Artist must submit all advertising and publicity matters relating to this Artist Agreement to the Agency for Agency's written approval in its sole discretion.

24. **Document Retention.** The Artist must retain all working papers, reports, and all necessary records to properly account for Artist's performance and the payments made by Agency to Artist under this Artist Agreement. These records shall be retained by Artist for at least five years. The Agency may extend the retention period by written notice. Artist agrees to make all documents related to this Artist Agreement available to the Agency or third parties upon the Agency's request.

25. **Amendments.** This Artist Agreement may only be modified by the mutual written agreement of the Parties. Any such amendment will be attached to and incorporated into this Agreement.

26. **Waiver.** Failure by either Party to insist upon the strict performance of any condition of this Artist Agreement or to exercise any right or remedy found under this Artist Agreement does not constitute a waiver. Either Party may waive any of its rights or any obligations of the other Party by written notice to the other Party. No waiver may affect or alter the remainder of this Artist Agreement. Every other condition in the Artist Agreement will remain in full force with respect to any existing or subsequently occurring default.

27. **Survival.** Termination of this Artist Agreement does not extinguish or prejudice the Agency's right to enforce this Artist Agreement with respect to any default or defect in the Mural that has not been cured or for any term that explicitly survives the termination of this Artist Agreement.

28. **Third Party Beneficiary.** The Parties acknowledge and agree that Midvale City is an intended third-party beneficiary of this Agreement.

*Signature Page Follows*

IN WITNESS WHEREOF, the parties have signed this Agreement for Artist's Commissioned Work for Inclusion in the Midvale City Mural Festival Program to be effective as of the day and year first above written.

**ARTIST:**



\_\_\_\_\_  
Signature

Angie Jerez

\_\_\_\_\_  
Artist Print Name

**REDEVELOPMENT AGENCY OF MIDVALE CITY:**

By: \_\_\_\_\_  
Dustin Gettel  
Chief Administrative Officer

By: \_\_\_\_\_  
Matt Dahl  
Executive Director

**Exhibit A**  
Property



**Exhibit B**  
Midvale City Public Art Guidelines

**MIDVALE CITY PUBLIC ART GUIDELINES**

A Mural is comprised of any part of a Mural painted or applied directly on a wall or other permanent surface. Murals are intended to deter graffiti, vandalism, and enhance the community. Midvale City support this endeavor and have created the following criteria to ensure consistency and appropriate results:

- Murals are encouraged to be located on wall surfaces having a history of graffiti, vandalism or propensity for graffiti and/or vandalism.
- The Mural work shall be of exceptional quality and provide enduring value to the Agency and Midvale City. The work shall be relevant to the site or Midvale City, its values, culture and/or people. It shall enhance the aesthetic experience within Midvale City.
- The Mural's imagery shall not reflect partisan politics, or contain sexual or religious content, or express a commercial aspect through use of logos, slogans or other advertising messages.
- The Mural shall be designed for all viewpoints, i.e. pedestrians, moving vehicles, seated audiences, etc.
- Wall surfaces used shall be suitable to receive the proposed Mural materials and enable technical detailing. Exposure to weathering elements shall be considered to minimize fading and damage to the Mural. Appropriate measures shall be taken to prepare wall surfaces before Mural work commences.

**Exhibit C**  
Proposal



## REDEVELOPMENT AGENCY OF MIDVALE CITY SUMMARY REPORT

May 5, 2026

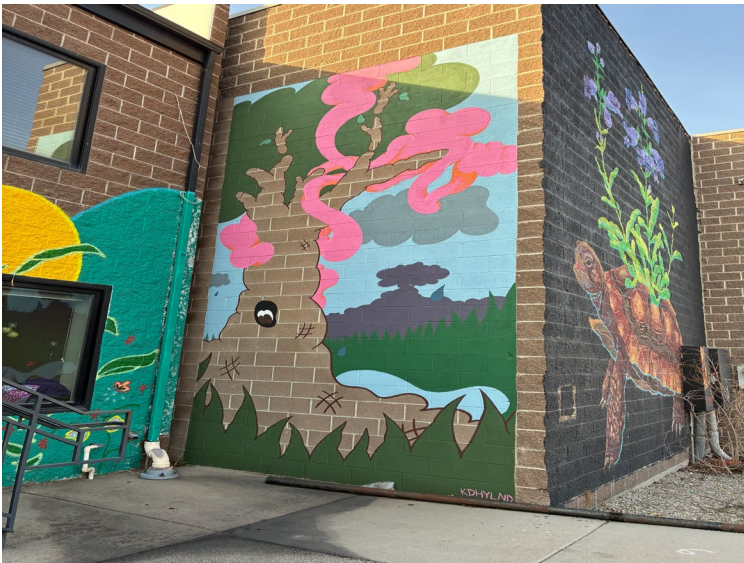
**SUBJECT:** Consider Approving **Resolution No. 2026-08RDA** Authorizing the Chief Administrative Officer to enter into an Applicant Wall Agreement between Nigel Sussman and the Redevelopment Agency of Midvale City for the design, installation, and maintenance of a mural, located on the Art House South-facing wall (7697 S Main Street) and approval of Mural Artist recommendation.

**ITEM TYPE:** Action

**SUBMITTED BY:** Aubrey Christensen, RDA Program Manager

### SUMMARY:

On June 13, 2026, the Redevelopment Agency (RDA) of Midvale City is organizing the fifth annual mural festival, aiming to install eight new murals in the Main Street CDA. The RDA has expressed interest in including a mural on the South side of the Art House located at 7697 S Main St, Midvale, UT 84047.



To include this wall in the mural festival, we require the RDA Board's authorization of the agreement. This agreement is between the RDA and the selected artist to participate in the 2026 Los Muros on Main: Midvale City Mural Festival. The key terms of the agreement are as follows:

- The Agency will fund 100% of the mural's costs.
- Final rendering approval by RDA Board and Agency staff.
- The Agency will be responsible for the mural's maintenance.

In addition, the Mural Selection Committee, evaluated nearly 160 artists from across the U.S., and based on the size and location of the wall, have recommended awarding this wall to the artist Nigel Sussman, from Berkeley, CA.



**PLAN COMPLIANCE:**

The City’s participation in the mural festival would support the Main Street Small Area Plan and the Main Street Community Development Area Plan. The mural’s rendering will be approved to ensure alignment with the City’s public art requirements and restrictions.

**FISCAL IMPACT:**

The RDA Board has already approved the costs associated with public art within the Main Street Area. This does not impose any costs on Midvale City.

**Recommended Motion**

“I move that we pass Resolution No. 2026-08RDA authorizing the Chief Administrative Officer to enter into an Applicant Wall Agreement between Nigel Sussman and the Redevelopment Agency of Midvale City for the design, installation, and maintenance of a mural, located on the Art House South-facing wall (7697 S Main Street) and approval of Mural Artist recommendation.”

**Attachments:**

Resolution No. 2026-08RDA  
Applicant Wall Agreement

**THE REDEVELOPMENT AGENCY OF MIDVALE CITY  
RESOLUTION NO. 2026-08RDA**

**A RESOLUTION AUTHORIZING THE RDA CHAIR TO ENTER INTO AN APPLICANT WALL AGREEMENT BETWEEN NIGEL SUSSMAN AND THE REDEVELOPMENT AGENCY OF MIDVALE CITY FOR THE DESIGN, INSTALLATION, AND MAINTENANCE OF A MURAL, LOACATED ON THE ART HOUSE SOUTH-FACING WALL (7697 S MAIN STREET) AND APPROVAL OF MURAL ARTIST RECOMMENDATION.**

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

**WHEREAS**, the Agency created the Main Street Community Development Area (the "CDA") in 2015 to revitalize and improve the Main Street area; and

**WHEREAS**, the overarching goal of the CDA is to establish an arts and culture district within the Main Street area; and

**WHEREAS**, an annual mural festival was initiated in 2022 to enhance the Main Street area with public art and the Agency is planning for an additional eight murals to be installed at this year's mural festival; and

**WHEREAS**, the building located at 7697 S. Main Street, Midvale, UT 84047 is owned by Midvale City Redevelopment Agency, and the decision to enhance the south side of the building with a mural as part of the 2026 mural festival rests with the board members and chair;

**WHEREAS**, the Mural Selection Committee recommends the artist Nigel Sussman as the muralist selected for the installation for the mural on the designated wall.

**NOW THEREFORE BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF MIDVALE CITY**, that the Board of Directors does hereby approve the recommended artist and authorizes the Chief Administrative Officer to enter into the Applicant Wall Agreement found in Attachment A for the allowance of a mural to be installed on the south-facing wall of the Art House building located at 7697 S. Main Street in Midvale.

**Passed and Adopted by the Board of Directors of the Redevelopment Agency of Midvale City, State of Utah, this 5th day of May, 2026.**

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Dustin Gettel,  
Chief Administrative Officer

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Matt Dahl  
Executive Director

ATTEST:

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Rori L. Andreason, MMC  
Secretary

Voting by the RDA Board:	“Aye”	“Nay”
Paul Glover		
Heidi Robinson		
Bryant Brown		
Bonnie Billings		
Denece Mikolash		

**2026 AGREEMENT FOR  
ARTIST'S COMMISSIONED WORK FOR INCLUSION IN THE MIDVALE CITY  
MURAL FESTIVAL PROGRAM**

THIS AGREEMENT FOR ARTIST'S COMMISSIONED WORK FOR INCLUSION IN THE MIDVALE CITY MURAL FESTIVAL PROGRAM (the "Artist Agreement"), made and entered into as of 3/13, 2026, by and among the Redevelopment Agency of Midvale City, a public agency (the "Agency"), and Nigel Sussman Illustration LLC, a California limited liability company ("Artist"). Agency, and Artist are referred to throughout this Agreement individually as a ("Party") and collectively as ("Parties").

WITNESSETH:

WHEREAS, the Agency produces the annual Midvale Main Mural Festival Program (the "Program") which facilitates the installation of murals ("Mural") on buildings located throughout Midvale City;

WHEREAS, Midvale City Redevelopment Agency is the owner of a building located at 7697 S Main St., Midvale, UT (as more particularly depicted in **Exhibit A** attached hereto, the "Property"), and the Agency is interested in the installation of Mural thereon; and

WHEREAS, the Agency issued a Statement of Qualifications ("SOQ") to solicit qualified artists to design and install murals as part of the Program; and

WHEREAS, the Agency has by resolution created the Mural Festival Selection Committee; and

WHEREAS, Committee has selected the undersigned Artist for the design and installation of the Mural at the Property; and

WHEREAS, the Agency assigns Artist to approve the Mural for inclusion in the Program; and

WHEREAS, the Artist and Agency will agree upon a detailed sketch or digital rendering of the proposed Mural design including color and visual representation within the dimensions of the assigned wall and a brief written description of the proposed Mural (hereinafter referred to as the "Proposal"); and

WHEREAS, the Artist will participate the day of the Midvale Main Mural Festival by either engaging with the public and/or performing live painting of the Mural; and

WHEREAS, the Agency and the Artist desire at this time to document their understanding and agreement with respect to the foregoing.

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

1. **Scope of Services.** The Artist will design the Mural based on the Proposal and receive final design approval; requests for modification; or rejection from the Agency within fourteen (14) days of Agency receiving the Proposal from Artist. Upon receiving Agency approval, Artist shall manage the installation of the Mural. The Artist agrees that installation of the Mural will begin no later than June 8, 2026 after receipt of approval of the Proposal from the Agency, and will be completed and installed at the Property on or before June 13, 2026 the day of the Festival or the date set forth in the approved Proposal, the final design approval, and the provisions of this Agreement.

- a) The Artist represents, warrants, and covenants that:
  - i. the Mural will be the original creation of the Artist;
  - ii. the Mural will be unique and an edition of one;
  - iii. no identical or substantially similar Mural of whatever size or any additional or duplicate reproductions of the Mural will be created by the Artist and the Artist may not grant permission to others to do so;
  - iv. the Mural will not infringe upon any copyright, trademark or other property or personal right;
  - v. the Mural will be free and clear of liens or encumbrances from any third parties;
  - vi. the Artist may not be subject to any adverse claim to the Mural;
  - vii. the Mural must be performed within the parameters of the approved Proposal, the final design approval, and the provisions of this Artist Agreement;
  - viii. the Mural must follow Midvale City Public Art Guidelines, attached as **Exhibit B** to this Agreement; and
  - ix. the Artist will participate the day of the Midvale Main Mural Festival by either engaging with the public about the mural or performing live painting of the Mural.
  
- b) Notwithstanding clause (iii) of this Section 1 (a), the Agency shall not prohibit the Artist from using depictions of the Mural in personal promotional materials such as portfolios and resumes.
  
- c) The Artist represents, warrants, and covenants that the Mural, as fabricated and installed, will be free of defects in material and workmanship including, but not limited to, any defects which cause or accelerate deterioration of the Mural. The Parties acknowledge and agree that the Mural is intended to be in place for a minimum of three years. The Artist understands that the Agency cannot guarantee that the Mural will remain in place for the minimum three-year period. Vandalism, weather, deterioration or destruction of

the Property, actions of the Agency, and events outside of the control of the Agency may result in the Mural being removed partially or in whole before the end of the minimum three-year period.

- d) If the Mural is determined, in the Agency's sole discretion, to be defective in workmanship or materials, in such a way that removal or repair before three years is necessary, the removal or repair shall be at the expense of the Artist. In the event the Mural must be removed or repaired before three years for reasons such as vandalism, disaster, and any other condition not caused by a defect in material or workmanship, as determined by the Agency in the Agency's sole discretion, the removal or repair shall be at the expense of the Agency.
- e) If the Mural is damaged, the Agency shall determine in its sole discretion whether the Mural can be restored or repaired. If the Agency determines that the Agency cannot restore or repair the Mural, the Agency shall notify the Artist that the Artist has 30 days to submit a proposal to the Agency to restore or repair the Mural. The Artist shall advise in writing the Agency within 30 days of receipt of notice from the Agency whether the Artist will restore or repair the Mural. The Artist shall provide the Agency with a date by when the Artist will restore or repair the Mural. If the Artist does not respond to the Agency within 30 days of the Agency's notice or the Agency determines in their discretion that the Artist is unable to restore or repair the Mural within an agreed timeframe, the Agency may contract with another individual or entity to repair, replace, or remove the Mural.

2. **Compensation.** The purchase price to be paid to the Artist for the Mural is \$700.00 ("Purchase Price"), which shall include all costs related to the Project such as Artist's fees and expenses for design, supplies, equipment rental (excluding equipment provided by the Agency), insurance, and installation. Any fees incurred for assistance from contractors, agreements between Artist or any other outside parties shall be the responsibility of the Artist. The Agency shall pay the Artist the Purchase Price in the following installments:

a) **For US citizens**

Agency will pay 100% of the Purchase Price to Artist after execution of this Agreement and within 30 days of Artist delivering an invoice to the Agency. The invoice must be in form and substance satisfactory to the Agency in its sole discretion and shall not be submitted prior to Artist receiving approval of Artist's Proposal.

For artists who live outside the Wasatch Front, an additional per diem in the amount of \$150 per day will be provided for lodging, food, and transportation within Midvale City for up to six nights and seven days during the installation period described in Section 1 of this Agreement. In addition, for those artists who are located outside the state of Utah, the Agency shall provide up to the sum of \$350 to subsidize Artist's travel costs.

As a condition to receive payment of an invoice, the Artist must submit a completed W-9 form to the Agency. The invoice must include the Purchase Price of the Mural, any requested per diem amount for reimbursement, and the cost of the anti-graffiti coating

application fee, if such coating is required by the Agency in its sole discretion. Artist shall include in the invoice an itemized list of all reimbursable per diem amounts and include verification for each per diem item. The Agency shall pay the Artist for all approved items included in the invoice within 30 days after Agency's receipt of a complete invoice.

If the Artist fails to perform under this Artist Agreement, the Artist shall reimburse the Agency for any monies paid to the Artist under this Artist Agreement. This includes, but is not limited to, failing to completely install the Mural by the agreed completion date; installing a mural that deviates materially from the Proposal, final design approval; and the provisions of this Artist Agreement; failing to participate in the Midvale Main Mural Festival; or failing to coordinate and cooperate with the Agency. This paragraph is exempt from Section 14 of the Agreement, and Agency may pursue any available remedy to enforce the terms contained in this paragraph. The Artist shall reimburse the Agency for any legal or attorneys' fees incurred by the Agency to enforce the terms of this paragraph.

b) **Anti-Graffiti**

Murals selected by the Agency to require anti-graffiti coating shall be provided by the Agency and applied by Artist upon completion of a Mural. The Agency will pay \$150 to Artist for the application of the anti-graffiti coating if such cost is included in a completed invoice submitted to the Agency.

c) **Lifts and Ladders**

The Agency shall provide lift and ladder equipment to Artists for use in installing their Murals. Artist shall notify the Agency at least three weeks in advance of his or her specific need for a lift and/or ladder.

The Agency shall be responsible for the cost of renting and delivering the lift or ladder, as well as for any associated setup and removal fees. Artist shall be responsible for using the equipment safely and in accordance with all applicable laws and regulations.

3. **Termination.** Except as provided in this Agreement, the Agency has the right to terminate this Artist Agreement at any time if it determines that the Mural does not or will not fulfill or comply with the Agency's requirements or specifications as provided for in the SOQ and Artist's approved Proposal. Upon such termination, the Artist retains all rights to the concept, design, and the Mural itself, including the right to complete, exhibit and sell an image of the Mural. If the Artist is unable to complete the Mural and removal is necessary, the removal will be at the expense of the Artist. The Artist shall reimburse the Agency the amount under Section 2 of this Artist Agreement in the event Artist fails to complete the Mural pursuant to the terms of the approved Proposal and the terms of this Artist Agreement. The Agency, in its sole discretion, may agree to accept portions of the incomplete Mural and may provide Artist with a proportional reimbursement which reflects the value of the completed work. If a Property is sold, leased, or transferred, this Agreement shall become void upon the closing of the sale, lease, or transfer of

the Property; provided, however, the Artist shall be paid for any worked performed before the sale, lease or transfer.

4. **Ownership.** The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the artwork contained in the Mural (the “Artwork”) for the duration of the copyright.

Artist hereby grants to Agency an irrevocable, perpetual, worldwide, royalty-free license to display, exhibit, promote, dispose of, make digital copies of, migrate to a new format, take pictures and/or video of the Artwork, alter, distribute (for promotional purposes), permit third parties to take photos and videos of the Artwork, and otherwise use the Artwork in social media, press releases, and in other promotional materials; provided, however, that Agency and shall not be permitted to use the Artwork for commercial purposes whereby Agency and sell the Artwork (or any copies or derivatives thereof) for Agency’s financial gain without notifying Artist and having a commercial license granted.

Artist hereby waives any and all such copyright infringement claims against Agency or any future owners of the Artwork or the Property, and its agents, officers and employees. All reproductions by Agency shall contain a credit to the Artist and a copyright notice in substantially the following form: Copyright © Nigel Sussman Illustration LLC

Artist hereby acknowledges the existence of his statutory moral rights under 17 U.S.C. 106A and other moral rights in the Mural containing the Artwork, which is to be used as a work of visual art, and Artist hereby expressly and forever waives all such rights. Artist further understands and agrees that the installation of the Artwork on the building at the Property may subject it to destruction, distortion, mutilation, or other modification, by reason of its removal or other acts at a later date.

5. **Notice.** The Artist agrees to keep the Agency notified in writing of changes in the Artist's address. 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:

Agency:  
The Redevelopment Agency of Midvale City  
Attn: RDA Program Manager  
7505 S. Holden Street  
Midvale, UT 84047

Artist:  
Nigel Sussman Illustration LLC  
Attn: Nigel Sussman  
2019 Harvest Ave  
Berkeley, CA 94709

6. **Indemnification.** The Artist agrees to protect, defend, release, indemnify and hold harmless the Agency and its officials, officers, employees, and agents from and against any and all losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs resulting from: (a) any claim by a third party that the Mural or anything made, used, sold, or otherwise disposed of, in or as a result of this Artist Agreement, allegedly infringes any trademark, copyright, patent, trade secret or other intellectual property right of a third party;

(b) loss of or damage to the property of any Party or third person arising from the negligence or willful misconduct of the Artist, his or her representatives, agents or employees in the performance of this Artist Agreement; or (c) death or personal injury to the agents of any Party or to any third person, arising from the negligence or willful misconduct of the Artist, his or her representatives, agents or employees in the performance of this Artist Agreement.

7. **Insurance.** The Artist, at his or her own cost and expense, must secure and maintain Comprehensive General Liability Insurance with the Agency as a named insured in the minimum amount of \$3,000,000.00 in the aggregate and \$1,000,000.00 per occurrence. The policy must provide that coverage will not be canceled or reduced without at least 30 days' prior written notice to the Agency. Certificates evidencing such insurance coverage must be filed with the Agency prior to or upon execution of this Artist Agreement.

8. **Relationship of Parties.** For purposes of this Artist Agreement, it is understood that the Artist is an independent contractor. No other legal relationship has been formed by this Artist Agreement, and in no manner is the Artist an employee or agent of the Agency. The Artist is not entitled to any of the benefits associated with such employment. The Artist is responsible for all applicable federal, state, and local taxes and all FICA contributions as provided herein. 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. Nothing contained in this Artist Agreement inures to the benefit of third parties. All negotiations relative to this Agreement and the transactions contemplated by and under this Artist Agreement have been carried on without the intervention of any person whose act or acts would give rise to any valid claim against any Party to this Artist Agreement for a finder's fee, brokerage commission, or other like payment.

9. **Force Majeure.** Neither Party to this Artist Agreement will be held responsible for delay or default caused by reason of a fire, riot, strike, labor trouble, acts of God or any other cause beyond the reasonable control of such Party (financial inability excepted). The Parties may terminate this Artist Agreement by mutual written agreement after determining such delay will prevent successful performance of this Artist Agreement.

10. **Severability.** In the event that any provision of this Artist Agreement shall be held invalid and unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have an effect on, the remaining provisions of this Artist Agreement.

11. **Governing Law and Venue.** This Artist Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Artist Agreement must be brought in a court of competent jurisdiction in Salt Lake County, Utah.

12. **Entire Agreement.** This Agreement contains all the representations and the entire agreement between the Parties with respect to the Program. Except as otherwise specified in this Artist Agreement, any prior correspondence, memoranda, agreements, warranties, or representations are superseded in total by this Artist Agreement. This Artist Agreement may be modified only by a written instrument signed by the Parties.

**13. Non-Appropriation of Funds or Changes in Law.** Upon 30 days' written notice delivered to the Artist, this Artist Agreement may be terminated in whole or in part at the sole discretion of the Agency, if the Agency reasonably determines:

- a) A change in federal, state, or local law materially affects the ability of either Party to perform under this Agreement; or
- b) A change in available funds affects the Agency's ability to pay under this Agreement.

If this Artist Agreement is terminated under this Section, the Agency shall reimburse Artist for any work approved and properly performed in relation to the Mural 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.

**14. Dispute Resolution.** Any dispute arising under or relating to this Artist 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 the course of resolving the dispute arising under or relating to this Artist Agreement, the prevailing Party may recover such fees and costs.

**15. Laws and Regulations.** At all times during this Artist Agreement, the Artist and Agency shall comply with all applicable federal, state, and local laws, rules, codes, orders, constitutions and regulations, including, but not limited to, applicable licensure and certification requirements. This includes not discriminating against any individual in an employment decision, including but not limited to hiring, selection of training, promotion, transfer, recruitment, or rates of pay, 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.

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23. **Publicity.** The Artist must submit all advertising and publicity matters relating to this Artist Agreement to the Agency for Agency's written approval in its sole discretion.

24. **Document Retention.** The Artist must retain all working papers, reports, and all necessary records to properly account for Artist's performance and the payments made by Agency to Artist under this Artist Agreement. These records shall be retained by Artist for at least five years. The Agency may extend the retention period by written notice. Artist agrees to make all documents related to this Artist Agreement available to the Agency or third parties upon the Agency's request.

25. **Amendments.** This Artist Agreement may only be modified by the mutual written agreement of the Parties. Any such amendment will be attached to and incorporated into this Agreement.

26. **Waiver.** Failure by either Party to insist upon the strict performance of any condition of this Artist Agreement or to exercise any right or remedy found under this Artist Agreement does not constitute a waiver. Either Party may waive any of its rights or any obligations of the other Party by written notice to the other Party. No waiver may affect or alter the remainder of this Artist Agreement. Every other condition in the Artist Agreement will remain in full force with respect to any existing or subsequently occurring default.

27. **Survival.** Termination of this Artist Agreement does not extinguish or prejudice the Agency's right to enforce this Artist Agreement with respect to any default or defect in the Mural that has not been cured or for any term that explicitly survives the termination of this Artist Agreement.

28. **Third Party Beneficiary.** The Parties acknowledge and agree that Midvale City is an intended third-party beneficiary of this Agreement.

*Signature Page Follows*

IN WITNESS WHEREOF, the parties have signed this Agreement for Artist's Commissioned Work for Inclusion in the Midvale City Mural Festival Program to be effective as of the day and year first above written.

**ARTIST:**



Signature

Nigel Sussman

Artist Print Name

**REDEVELOPMENT AGENCY OF MIDVALE CITY:**

By: \_\_\_\_\_  
Dustin Gettel  
Chief Administrative Officer

By: \_\_\_\_\_  
Matt Dahl  
Executive Director

**Exhibit A**  
Property



**Exhibit B**  
Midvale City Public Art Guidelines

**MIDVALE CITY PUBLIC ART GUIDELINES**

A Mural is comprised of any part of a Mural painted or applied directly on a wall or other permanent surface. Murals are intended to deter graffiti, vandalism, and enhance the community. Midvale City support this endeavor and have created the following criteria to ensure consistency and appropriate results:

- Murals are encouraged to be located on wall surfaces having a history of graffiti, vandalism or propensity for graffiti and/or vandalism.
- The Mural work shall be of exceptional quality and provide enduring value to the Agency and Midvale City. The work shall be relevant to the site or Midvale City, its values, culture and/or people. It shall enhance the aesthetic experience within Midvale City.
- The Mural's imagery shall not reflect partisan politics, or contain sexual or religious content, or express a commercial aspect through use of logos, slogans or other advertising messages.
- The Mural shall be designed for all viewpoints, i.e. pedestrians, moving vehicles, seated audiences, etc.
- Wall surfaces used shall be suitable to receive the proposed Mural materials and enable technical detailing. Exposure to weathering elements shall be considered to minimize fading and damage to the Mural. Appropriate measures shall be taken to prepare wall surfaces before Mural work commences.

**Exhibit C**  
Proposal



## REDEVELOPMENT AGENCY OF MIDVALE CITY SUMMARY REPORT

Meeting Date: May 5, 2026

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**ITEM TYPE:** Action

**SUBJECT:** Consider Resolution No. 2026-09RDA, Adopting the FY2027 Tentative Budget of the Redevelopment Agency of Midvale City beginning July 1, 2026 and ending June 30, 2027

**SUBMITTED BY:** Mariah Hill, Administrative Services Director

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**SUMMARY:**

The process of adopting the Fiscal Year 2027 budget requires several steps that you, as Board Members, are required to take.

UCA 10-6-111(1) requires the Budget Officer to present a tentative budget for each fund within the City, including Special Revenue Funds. The budgets must be submitted no later than the first regularly scheduled meeting in May. Staff will update the Board on the revenue estimates and provide a brief overview of the expenditures and highlights or program changes at the meeting.

Staff recommends adopting the attached Tentative Budget for the Redevelopment Agency of Midvale City for Fiscal Year 2027.

**PLAN COMPLIANCE:** N/A

**FISCAL IMPACT:**

The tentative budget provides a starting point to discuss the operating budget for Fiscal Year 2027 prior to final approval.

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**STAFF'S RECOMMENDATION AND MOTION:**

Staff recommends approval of Resolution 2026-09RDA.

*I move that we adopt Resolution 2026-09RDA, adopting the Tentative Budget for the Redevelopment Agency of Midvale City for the fiscal year ending June 30, 2027.*

**Attachments:**

Resolution 2026-09RDA  
FY2027 RDA Tentative Budget

**REDEVELOPMENT AGENCY OF MIDVALE CITY  
RESOLUTION 2026-09RDA**

**A RESOLUTION ADOPTING THE TENTATIVE BUDGET FOR THE  
REDEVELOPMENT AGENCY OF MIDVALE CITY FOR FISCAL YEAR 2027**

**WHEREAS**, State law requires the filing of a tentative budget for each Redevelopment Agency located within the State of Utah; and

**WHEREAS**, the tentative budget complies with the requirements set out in U.A.C. § 10-6-111; and

**WHEREAS**, the budget shall be reviewed, considered, and tentatively adopted by the governing body and may be amended or revised in such manner as is considered advisable prior to adoption of the final budget.

**NOW THEREFORE BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF MIDVALE CITY, STATE OF UTAH**, as follows:

**SECTION ONE:** The Redevelopment Agency of Midvale City adopts the following tentative budgets for the fiscal year beginning July 1, 2026 and ending June 30, 2027 as shown on the forms accompanying this Resolution.

**SECTION TWO:** This Resolution shall become effective immediately upon the passage thereof.

**PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF MIDVALE CITY, STATE OF UTAH**, this 5th day of May, 2026.

\_\_\_\_\_  
Dustin Gettel  
Chief Administrative Officer

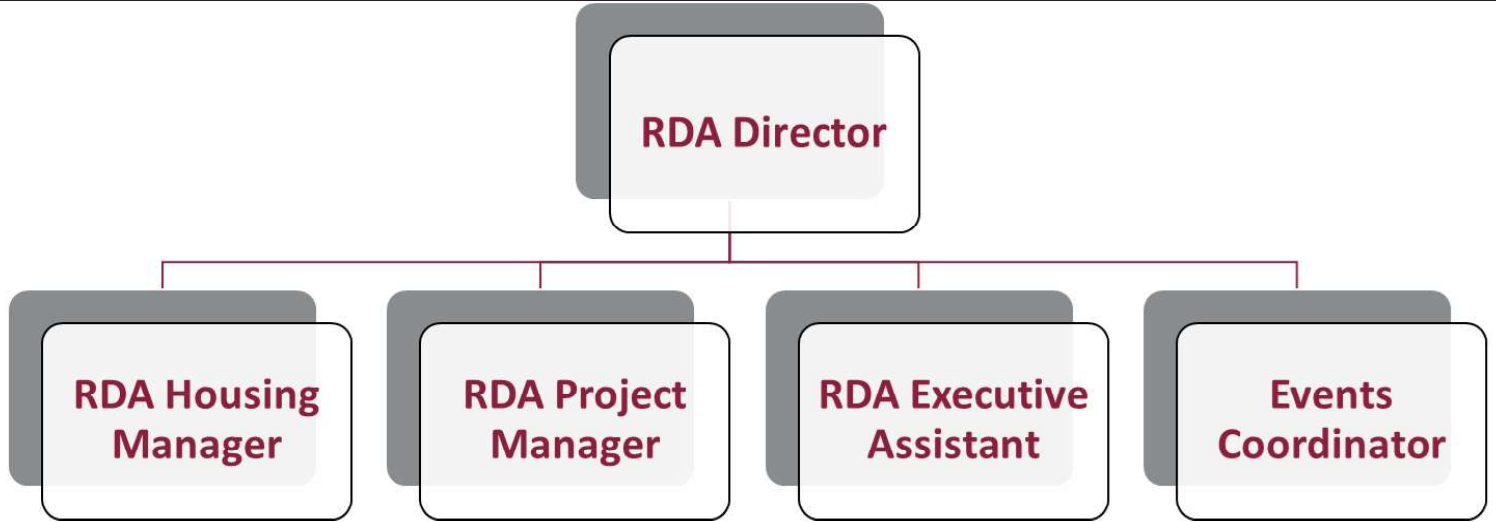
\_\_\_\_\_  
Matt Dahl  
Executive Director

ATTEST:

\_\_\_\_\_  
Rori L. Andreason, MMC  
Secretary

<b>Voting by the Board:</b>	<b>“Aye”</b>	<b>“Nay”</b>
Bryant Brown	_____	_____
Paul Glover	_____	_____
Bonnie Billings	_____	_____
Heidi Robinson	_____	_____
Denece Mikolash	_____	_____

# Redevelopment Agency - Operations



## DEPARTMENT DESCRIPTION

The Redevelopment Agency Department manages the Agency’s three redevelopment areas—Bingham Junction, Jordan Bluffs, and Main Street—and oversees citywide affordable housing funds generated by redevelopment efforts. The operational expenses are managed in the Redevelopment Agency - Operations Fund.

## BUDGET

Redevelopment Agency - Operations						
	Actual FY2024	Actual FY2025	Amended FY2026	Tentative FY2027	Difference	Percent Change
<b>Revenues:</b>						
Interest Earnings	23,346	4,473	10,000	10,000	-	0.0%
Transfer from other RDA accts	364,552	842,029	996,721	1,340,368	343,647	34.5%
<b>TOTAL REVENUES</b>	<b>\$ 387,898</b>	<b>\$ 846,502</b>	<b>\$ 1,006,721</b>	<b>\$ 1,350,368</b>	<b>\$ 343,647</b>	<b>34.1%</b>
<b>Expenditures:</b>						
<b>Personnel</b>						
Salaries <sup>1</sup>	292,062	331,562	377,792	637,280	259,488	68.7%
Overtime	2,241	2,890	2,500	2,500	-	0.0%
Benefits <sup>1</sup>	149,014	144,461	176,512	280,466	103,954	58.9%
<b>Total Personnel</b>	<b>443,317</b>	<b>478,913</b>	<b>556,804</b>	<b>920,245</b>	<b>363,441</b>	<b>65.3%</b>
<b>Operating</b>						
Subscriptions and Memberships	4,887	2,727	6,000	6,000	-	0.0%
Education and Travel	1,898	4,430	15,000	15,000	-	0.0%
Equipment, Supplies, and Maintenance	786	1,874	4,500	4,500	-	0.0%
IT Operations (Interfund) <sup>2</sup>	-	-	-	16,954	16,954	0.0%
IT Equipment (Interfund) <sup>2</sup>	6,088	10,325	15,244	-	(15,244)	-100.0%
Communications and Telephone	2,129	2,010	1,500	1,500	-	0.0%
Professional Services	75,868	41,804	60,000	60,000	-	0.0%
Administrative Fee (Interfund)	292,787	319,523	347,673	326,169	(21,504)	-6.2%
<b>Total Operating</b>	<b>384,443</b>	<b>382,693</b>	<b>449,917</b>	<b>430,123</b>	<b>(19,794)</b>	<b>-4.4%</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 827,760</b>	<b>\$ 861,606</b>	<b>\$ 1,006,721</b>	<b>\$ 1,350,368</b>	<b>\$ 343,647</b>	<b>34.1%</b>
<b>FUND BALANCE - CONTRIBUTION TO (USE OF)</b>	<b>\$ (439,862)</b>	<b>\$ (15,104)</b>	<b>\$ -</b>	<b>\$ (0)</b>	<b>\$ (0)</b>	

### AT A GLANCE:

**TOTAL BUDGET: \$1,350,368 | FULL-TIME EQUIVALENT EMPLOYEES: 5.74**

# Redevelopment Agency - Operations

## BUDGET CONTINUED

1. FY2027 COLA, Mid-Point, Merit, & Market Salary Adjustments; FY2027 Benefit Increases; Salary Allocation Updates
2. Splitting of IT operation and equipment charges, pausing equipment charges for FY2027

## STAFFING

As part of the FY2027 budget process, personnel allocations across City departments were evaluated and adjusted to more accurately reflect the distribution of employee time and associated salary and benefit costs, as outlined in the table below.

	FY2024	FY2025	FY2026	Tentative FY2027
RDA Director	1.00	1.00	0.70	0.70
RDA Housing Project Manager	0.40	0.40	0.40	0.40
RDA Project Manager	1.00	1.00	1.00	1.00
Executive Assistant	0.50	0.50	0.50	0.10
CD Executive Assistant	0.50	0.50	0.50	0.50
RDA Attorney	0.00	0.00	0.33	0.34
Events Coordinator	0.00	0.00	0.70	0.70
Project Site Coordinator	0.00	0.00	0.00	1.00
City Manager	0.00	0.00	0.00	0.10
Assistant City Manager	0.00	0.00	0.00	0.40
Communications Director	0.00	0.00	0.00	0.30
Economic Development Manager	0.00	0.00	0.00	0.20
<b>TOTAL RDA OPERATIONS</b>	<b>3.40</b>	<b>3.40</b>	<b>4.13</b>	<b>5.74</b>

# Redevelopment Agency - Bingham Junction

## FUND DESCRIPTION

The Bingham Junction Project Area was adopted by the Redevelopment Agency of Midvale City and the Board of Directors on August 10, 2004. The project area encompasses 390 acres in the northwest corner of the City. This project area consists primarily of the Midvale Slag Superfund Site, which completed major cleanup activities by 2007.

The Bingham Junction Project Area provides for collection of 80 percent of the property tax increment generated for a period of 25 years. The primary purpose of the project area is to address the extraordinary costs imposed on the property as a former Superfund site, as well as the construction of infrastructure to prepare the area for development activities.

## BUDGET

Redevelopment Agency - Bingham Junction Project Area						
	Actual FY2024	Actual FY2025	Amended FY2026	Tentative FY2027	Difference	Percent Change
<b>Revenues:</b>						
Tax Increment Revenue	607,273	630,415	562,495	562,495	-	0.0%
Contributions From Other Governments (Tax Increment)	6,617,832	6,394,046	6,129,853	6,129,853	-	0.0%
Interest Earnings	479,044	419,129	100,000	100,000	-	0.0%
Transfer from General Fund	318,499	-	-	-	-	0.0%
<b>TOTAL REVENUES</b>	<b>\$ 8,022,648</b>	<b>\$ 7,443,590</b>	<b>\$ 6,792,348</b>	<b>\$ 6,792,348</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Expenditures:</b>						
Professional Services	1,000	1,500	60,000	80,000	20,000	33.3%
Developer reimbursement	755,210	579,943	550,000	370,000	(180,000)	-32.7%
Public Art - P/Y	-	2,475	-	-	-	0.0%
City Hall Plaza Project	496,869	2,482,305	-	-	-	0.0%
Public Improvements	45,449	2,300	75,000	-	(75,000)	-100.0%
Debt service principal	2,207,000	2,307,000	2,409,000	2,499,000	90,000	3.7%
Interest on bonds	1,275,772	1,176,173	1,309,223	1,183,119	(126,104)	-9.6%
Transfer to Administration	289,552	632,361	605,428	822,680	217,252	35.9%
Transfer to Citywide Housing	991,212	1,404,891	1,338,470	2,338,470	1,000,000	74.7%
Transfer to Main St Proj	275,000	1,200,000	1,600,000	218,216	(1,381,784)	-86.4%
<b>TOTAL EXPENDITURES</b>	<b>\$ 6,337,064</b>	<b>\$ 9,788,948</b>	<b>\$ 7,947,121</b>	<b>\$ 7,511,485</b>	<b>\$ (435,636)</b>	<b>-5.5%</b>
<b>FUND BALANCE - CONTRIBUTION TO (USE OF)</b>	<b>1,685,584</b>	<b>(2,345,358)</b>	<b>(1,154,773)</b>	<b>(719,137)</b>	<b>435,636</b>	

### AT A GLANCE:

**TOTAL BUDGET: \$7,511,485 | FULL-TIME EQUIVALENT EMPLOYEES: 0**

# Redevelopment Agency - Jordan Bluffs

## FUND DESCRIPTION

The Jordan Bluffs Project Area was adopted by the Redevelopment Agency of Midvale City and the Board of Directors on August 10, 2004. The project area encompasses 268 acres in the southwest corner of the City. This project area consists primarily of the Midvale Slag Superfund Site, which completed major cleanup activities by 2007.

The Jordan Bluffs Project Area provides for collection of 80 percent of the property tax increment generated for a period of 25 years. The primary purpose of the project area is to address the extraordinary costs imposed on the property as a former Superfund site, as well as the construction of infrastructure to prepare the area for development activities.

## BUDGET

Redevelopment Agency - Jordan Bluffs Project Area						
	Actual FY2024	Actual FY2025	Amended FY2026	Tentative FY2027	Difference	Percent Change
<b>Revenues:</b>						
Contributions from Other Governments	2,980,762	3,150,332	3,335,455	3,228,596	(106,859)	-3.2%
Property Tax Revenue	273,363	309,738	282,537	380,858	98,321	34.8%
Interest revenue	124,073	190,484	40,000	75,000	35,000	87.5%
<b>TOTAL REVENUES</b>	<b>\$ 3,378,198</b>	<b>\$ 3,650,554</b>	<b>\$ 3,657,992</b>	<b>\$ 3,684,454</b>	<b>\$ 26,462</b>	<b>0.7%</b>
<b>Expenditures:</b>						
Professional Services	112,580	112,000	112,000	112,543	543	0.5%
Developer Reimbursement	89,883	49,863	1,100,000	1,100,000	-	0.0%
Taxing Entity Tax Payments	596,237	692,021	667,091	720,000	52,909	7.9%
Public Art	-	50,000	50,000	50,000	-	0.0%
Public Improvements	-	-	50,000	-	(50,000)	-100.0%
Transfer to Administration	75,000	202,637	296,096	422,491	126,395	42.7%
Transfer to Citywide Housing	257,600	692,020	533,673	577,693	44,020	8.2%
Transfer to Debt Service Fund	449,131	449,131	449,132	449,132	-	0.0%
Transfer to Main Street	-	-	400,000	343,990	(56,010)	-14.0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,580,431</b>	<b>\$ 2,247,672</b>	<b>\$ 3,657,992</b>	<b>\$ 3,775,849</b>	<b>\$ 117,857</b>	<b>3.2%</b>
<b>FUND BALANCE - CONTRIBUTION TO (USE OF)</b>	<b>1,797,767</b>	<b>1,402,882</b>	<b>-</b>	<b>(91,395)</b>	<b>(91,395)</b>	

### AT A GLANCE:

**TOTAL BUDGET: \$3,775,849 | FULL-TIME EQUIVALENT EMPLOYEES: 0**

# Redevelopment Agency - Main Street

## FUND DESCRIPTION

The Main Street Community Development Area was adopted by the Redevelopment Agency of Midvale City and the Board of Directors on November 17, 2015. In 2021, the taxing entities entered into Interlocal Cooperation Agreements with the Agency whereby they participate 60 percent of their tax increment for 20 years. The Area was triggered to begin collecting tax increment and received its first distribution of tax increment from TY2025 payments.

The Redevelopment Agency's goal in this project is to create an arts and culture district. This will be accomplished by stabilizing the housing stock, upgrading infrastructure, improving parking, and adding new commercial uses through rehabilitation of existing buildings and new development. The Agency also has a sharp focus on community engagement, outreach, events, and supporting public art initiatives.

## BUDGET

Redevelopment Agency - Main Street Project Area						
	Actual FY2024	Actual FY2025	Amended FY2026	Tentative FY2027	Difference	Percent Change
<b>Revenues:</b>						
Property Tax Revenue	-	53,802	68,525	50,000	(18,525)	-27.0%
Salt Lake County Grant Revenue	-	200,000	-	-	-	0.0%
Rent and Concessions	1,363	8,407	12,000	5,000	(7,000)	-58.3%
Revolving Loan Program	41,207	120,055	150,000	270,000	120,000	80.0%
Interest Revenue	81,249	46,353	15,000	15,000	-	0.0%
Sale of Properties Held for Resale	275,060	-	-	-	-	0.0%
Transfer from other RDA A/C	275,000	1,200,000	1,800,000	597,206	(1,202,794)	-66.8%
Contributions from Other Governments	-	594,594	663,971	663,971	-	0.0%
<b>TOTAL REVENUES</b>	<b>\$ 673,879</b>	<b>\$ 2,223,211</b>	<b>\$ 2,709,496</b>	<b>\$ 1,601,177</b>	<b>\$ (1,108,319)</b>	<b>-40.9%</b>
<b>Expenditures:</b>						
Project Area improvements	-	1,372,941	229,600	100,000	(129,600)	-56.4%
Professional Services	20,325	-	200,000	70,000	(130,000)	-65.0%
Miscellaneous Supplies	995	805	2,000	5,000	3,000	150.0%
Revolving Loan Program	499,058	259,405	1,000,000	1,000,000	-	0.0%
Façade Improvement Grant	-	-	175,000	175,000	-	0.0%
Property Acquisition	-	97,662	215,000	215,000	-	0.0%
Public Art	73,183	157,356	135,000	135,000	-	0.0%
Art House	-	(1,177)	5,000	5,000	-	0.0%
Events and Promotion	80,040	47,532	139,000	145,000	6,000	4.3%
Remit Back to Taxing Entities	-	301,964	146,500	283,220	136,720	93.3%
Parking Structure	-	-	250,000	250,000	-	0.0%
Transfer to RDA Administration	-	7,031	95,197	95,197	-	0.0%
Transfer to RDA City-wide Housing	-	35,440	117,199	129,441	12,242	10.4%
<b>TOTAL EXPENDITURES</b>	<b>\$ 673,601</b>	<b>\$ 2,278,959</b>	<b>\$ 2,709,496</b>	<b>\$ 2,607,858</b>	<b>\$ (101,638)</b>	<b>-3.8%</b>
<b>FUND BALANCE - CONTRIBUTION TO (USE OF)</b>	<b>278</b>	<b>(55,748)</b>	<b>-</b>	<b>(1,006,681)</b>	<b>(1,006,681)</b>	

### AT A GLANCE:

**TOTAL BUDGET: \$2,607,858 | FULL-TIME EQUIVALENT EMPLOYEES: 0**

# Redevelopment Agency - City-Wide Housing

## FUND DESCRIPTION

The Redevelopment Agency of Midvale City is charged with leading the City's housing-related efforts through the establishment of policies and the administration of programs, including the preparation and implementation of the Midvale City Housing Plan and the Neighborhood Housing Improvement Program. The Agency has assumed the lead role in housing policy and development, because it is the primary funding source for moderate to low-income housing in Midvale. These housing funds are primarily generated by a required 20 percent housing set-aside in the Bingham Junction Project Area, Jordan Bluffs Project Area, and the Main Street Project Area.

## BUDGET

Redevelopment Agency - City-Wide Housing						
	Actual FY2024	Actual FY2025	Amended FY2026	Tentative FY2027	Difference	Percent Change
<b>Revenues:</b>						
Interest revenue	279,383	9,843	40,000	40,000	-	0.0%
Lease revenue - Applewood	864	-	1,500	1,500	-	0.0%
Transfer from other RDA account	1,248,812	2,132,351	1,989,342	2,780,863	791,521	39.8%
Grants Slco Affordable Housing	-	20,729	100,000	100,000	-	0.0%
Loan revenue - Sunset Gardens	-	-	1,000	1,000	-	0.0%
<b>TOTAL REVENUES</b>	<b>\$ 1,529,059</b>	<b>\$ 2,162,923</b>	<b>\$ 2,131,842</b>	<b>\$ 2,923,363</b>	<b>\$ 791,521</b>	<b>37.1%</b>
<b>Expenditures:</b>						
Salaries <sup>1</sup>	48,611	45,533	135,105	139,688	4,583	3.4%
Benefits <sup>1</sup>	18,226	17,664	48,067	47,608	(459)	-1.0%
Equipment, Supplies, and Maint	-	54	2,100	2,100	-	0.0%
IT Operations (Interfund) <sup>2</sup>	-	-	-	2,986	2,986	0.0%
IT Equipment (Interfund) <sup>2</sup>	-	-	-	-	-	0.0%
Communications/Telephone	242	214	254	254	-	0.0%
Housing Programs Administrative Services	5,435	18,213	35,000	35,000	-	0.0%
Affordable Housing Incentives	2,078,147	6,469,595	2,000,000	2,000,000	-	0.0%
Housing Programs	156,092	10,000	285,000	285,000	-	0.0%
Recreation Amenity Program	-	-	100,000	100,000	-	0.0%
Homeownership/Landlord Education	-	-	1,000	1,000	-	0.0%
Home Repair Loan Program	227	171,848	260,000	260,000	-	0.0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,306,980</b>	<b>\$ 6,733,121</b>	<b>\$ 2,866,526</b>	<b>\$ 2,873,636</b>	<b>\$ 7,110</b>	<b>0.2%</b>
<b>FUND BALANCE - CONTRIBUTION TO (USE OF)</b>	<b>(777,921)</b>	<b>(4,570,198)</b>	<b>(734,684)</b>	<b>49,727</b>	<b>784,411</b>	

### AT A GLANCE:

**TOTAL BUDGET: \$2,873,636 | FULL-TIME EQUIVALENT EMPLOYEES: 1.23**

# Redevelopment Agency - City-Wide Housing

## BUDGET CONTINUED

1. FY2027 COLA, Mid-Point, Merit, & Market Salary Adjustments; FY2027 Benefit Increases; Salary Allocation Updates
2. Splitting of IT operation and equipment charges, pausing equipment charges for FY2027

## STAFFING

As part of the FY2027 budget process, personnel allocations across City departments were evaluated and adjusted to more accurately reflect the distribution of employee time and associated salary and benefit costs, as outlined in the table below.

	FY2024	FY2025	FY2026	Tentative FY2027
RDA Director	0.00	0.00	0.30	0.30
RDA Housing Project Manager	0.60	0.60	0.60	0.60
RDA Attorney	0.00	0.00	0.33	0.33
<b>TOTAL RDA CITY-WIDE HOUSING</b>	<b>0.60</b>	<b>0.60</b>	<b>1.23</b>	<b>1.23</b>



## REDEVELOPMENT AGENCY OF MIDVALE CITY SUMMARY REPORT

Meeting Date: May 5, 2026

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### **SUBJECT:**

Discussion Regarding Proposed Amendments and Renewal of the Main Street Upper-Floor Housing Initiative

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### **SUBMITTED BY:**

Kate Andrus, RDA Director

### **SUMMARY:**

#### Purpose:

In June 2021, the Redevelopment Agency of Midvale City (RDA) Board approved the creation of the Main Street Upper Floor Housing Initiative (UFH Initiative). The program was established as part of the Main Street Project Area to promote and incentivize the development of moderate-income housing, primarily through the activation of underutilized upper floors in existing and new mixed-use buildings along Main Street.

The UFH Initiative was established with an initial five-year program term, intended to leverage redevelopment tools to address housing needs, activate underutilized space, and support the long-term vitality of Main Street.

As a refresher, the overarching goals of the UFH Initiative are to:

- Support the objectives of the Midvale City Moderate Income Housing Plan and the Main Street Small Area Plan.
- Expand housing opportunities.
- Assist property owners and developers in overcoming the higher costs associated with multi-story construction and parking-related expenses.
- Increase the supply of high-quality, moderate-income housing in a central location.
- Bring an influx of residents who will contribute to the vitality of the Main Street area.
- Encourage mixed-use development and promote a mixed-use lifestyle.
- Create a unique sense of place through public art.
- Promote safety and reduce crime through the incorporation of Crime Prevention Through Environmental Design (CPTED).

## History

Since its adoption in 2021, the RDA Board has approved two incentive agreements under the UFH Initiative. Collectively, the two approved projects (The Canary and West Main) have resulted in:

- Approximately \$8 million in RDA affordable housing funds invested;
- The creation of 66 new affordable housing units along Main Street; and
- All units restricted to households earning 60% of Area Median Income (AMI) or below.

## Initiative Renewal and Amendments

The program is now approaching the end of its initial 5-year term, requiring RDA Board action to renew. In addition, during the process of putting together the two incentive agreements for this program, Agency staff identified several updates needed to make the initiative more consistent with its goals. Therefore, staff is bringing forward not only a request to renew the Upper Floor Housing Initiative, but also a discussion of the following proposed amendments:

- Specify that AMI levels are based on Salt Lake County.
- Require participation in the Good Landlord Program.
- Replace terms such as “forgivable loan” and “financial aid” with the term “incentive.”
- Remove the maximum assistance for the addition of an upper floor to a property.
- Remove the “per unit limit.”
- Update the affordability term length from “for a period of 15 years” to “for a period of at least 20 years, or another agreed-upon timeframe based on the depth of affordability.”
- Update the initiative to align with the Form-Based Code rather than the Main Street CDA.
- Update funding procedures so that assistance is provided on a reimbursement basis, contingent upon receipt of satisfactory documentation. Progress draws are permitted once per month.

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**FISCAL IMPACT:** Per its initial approval, the program budget is \$5,000,000, to be spent over a period of five years. If the program continues to be successful, staff may request additional funding at the Boards approval. Affordable housing funds generated from the three project areas will be used to support this initiative.

### **STAFF RECOMMENDATION:**

N/A

### **ATTACHMENTS:**

Amended Midvale Main Street Upper-Floor Housing Initiative

**MIDVALE CITY,  
UTAH RESOLUTION  
2025-R-46**

**A RESOLUTION ACCEPTING DEEDS RELATED TO THE 2025 UTILITY AND STREET IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECURE THE PUBLIC ENEITY AFFIDAVITS AND RECORD SAID DEEDS.**

**WHEREAS**, the successful execution of the 2025 Utility and Street Improvement Project (Project) requires the acquisition of certain right-of-way (ROW) properties; and

**WHEREAS**, City staff has been actively negotiating with property owners and has obtained two executed Quit Claim Deeds, attached hereto as Exhibit A, which convey the necessary ROW to the City; and

**WHEREAS**, in accordance with Utah Code Annotated §57-1-47, the City is required to execute and record Public Entity Affidavits alongside each Quit Claim Deed as part of the property acquisition process; and

**WHEREAS**, additional right-of-way acquisitions will be necessary to complete the full scope of the Project, and the City intends to continue executing future Quit Claim Deeds and associated Public Entity Affidavits as needed; and

**WHEREAS**, all future deeds acquired by the City as part of this project will be substantially similar in form and content to those attached as Exhibit A.

**NOW THEREFORE BE IT RESOLVED**, Be it resolved by the Midvale City Council:

Section 1. The City Council hereby accepts the property conveyed in the Quit Claim Deeds attached as Exhibit A, and authorizes the Mayor to execute the required Public Entity Affidavits and record said deeds.

Section 2. Recognizing the urgency of completing the Stagg Street Utility Project, the City Council authorizes City staff to continue negotiations with property owners to acquire the necessary property and permissions to complete the project. The City Council further authorizes City staff to review and accept future deeds and easements related to the Project on behalf of Midvale City, and authorizes the Mayor to execute and record all associated Public Entity Affidavits, deeds, and easements.

**This Resolution** shall become effective immediately upon passage thereof.

**APPROVED AND ADOPTED** this 19<sup>th</sup> day of August, 2025.

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Dustin Gettel, Mayor

ATTEST:

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Rori L. Andreason,  
City Recorder

Voting by the City Council:

Paul Glover  
Heidi Robinson  
Bryant Brown  
Bonnie Billings  
Denece Mikolash

“Aye” “Nay”

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

## MAIN STREET HOUSING INITIATIVE

### **Introduction**

The Main Street Upper-Floor Affordable Housing Initiative (the “Initiative”) is intended to promote and encourage new moderate-income housing opportunities within the Main Street Form-Based Code (see attached map pg .9). This initiative directly supports and advances the objectives outlined in the Midvale Main Street Community Development Area Plan.

The purpose of the Initiative is to encourage residential growth within the Main Street Form-Based Code, particularly by activating vacant upper-floor space in existing commercial or retail buildings; incentivize the construction of new upper-floors residential units on single-story properties and vacant lots; and supporting mixed-use development consistent with the Form-Based Code and Main Street Small Area Plan. All development assisted under the Initiative must include high-quality affordable housing on upper floors, available exclusively to households earning at or below 80% of the Area Median Income (“AMI”) for Salt Lake County. Under the Initiative, owners who develop property may request from the Redevelopment Agency of Midvale City (the “Agency”) up to 50% of total development costs of the affordable residential component of the project.

The Initiative is divided into three qualifying project categories:

- Existing structures with upper floors
- Existing structures that are single story
- Vacant sites

In each of these three categories, the Initiative outlines the qualifications, process, scope, and terms of funding for each possible development option available to a property owner.

### **Goals of the Initiative**

- Support the objectives of the Midvale City Moderate Income Housing Plan and Main Street Small Area Plan.
- Expand housing opportunities within the Main Street Form Based Code, focusing on upper floor and mixed-use development.
- Assist property owners and developers overcome the higher costs associated with multi-story construction and parking-related costs.
- Increase the supply of high-quality, moderate-income housing opportunities in a central location.
- Bring an influx of residents that will contribute to the vitality of the Main Street area.
- Encourage mixed-use of properties and promote a mixed-use lifestyle.
- Create a unique sense of place through public art.
- Promote Safety and reduce crime through the incorporation of Crime Prevention Through Environmental Design (“CPTED”).
- Promote spaces for businesses listed on the Preferred Business List.
- Required use of the Good Landlord Program.

## **Location & Property Requirements**

The property must be located within the boundaries of the Main Street Form-Based Code (see map on pg.9). Residential units must be located on the upper floors of properties (or as required by code) that have or will have a commercial or retail use provided on the ground floor. Ground floor retail and commercial spaces may be required to meet the Preferred Business List. Properties seeking to use this Initiative for upper floor additions must currently or plan to meet the requirements for commercial or retail use on the ground floor. All new construction must comply with the Main Street Form-Based Code.

## **Program Funding Details, Scope of Work, Agreements and Inspections**

Applicants must own the property which is being proposed for development. Applicants and affiliated persons and/or entities as set out in the Initiative application must not be delinquent in obligations to pay loans, fines, liens, or other obligations owed to Midvale City or the Agency. All other properties owned by applicants in Midvale City must be in good standing with Midvale City, including the condition of any improvements on those properties.

Agency participation will be determined based on available funding and negotiated based on how well the proposed project aligns with the Initiative's goals as adopted by the Agency Board.

Maximum Agency Assistance may be up to 50% of the total development cost of the affordable residential component of the project. The maximum amount of agency assistance may be modified in the Agency's sole discretion based on available funding, the number of proposed affordable housing units, AMI levels, and length of the term of the deed restriction limiting the residential component of the project to affordable units.

Funding requests will be evaluated based on:

- The loan to value ratio shall be no greater than 90%, which must be supported by evidence of the county's assessed value of the property prior to funding. If greater than 90% is proposed, outside collateral combined with equity sufficient to provide 80% loan to value ratio may be required. Outside guarantees may suffice for additional collateral and will be evaluated in the Agency's sole discretion.
- Projects should have at least 1.2 projected debt coverage ratio at post-completion after the issuance of a certificate of occupancy by the Midvale City Building Official.
- The development costs will be evaluated in the Agency's sole discretion based on Agency staff estimates and comparisons to development costs of similar properties.
- The applicant must have capacity to complete the project as demonstrated by the successful completion of comparable projects as determined by the Agency in its sole discretion. Projects must score a minimum of 8 out of 10 points to be eligible for consideration and must select one item from option 12 on the scoring criteria list (pg \_\_\_\_).

Agency funding will be secured by a deed restriction on the property ensuring that the property

remains in compliance as affordable housing, for households earning 80% AMI or less, for a period of at least 20 years or another approved timeframe based on the depth of affordability.

Funding disbursements: Shall be in the form of reimbursement, contingent upon receipt of satisfactory documentation. Progress draws are allowed once per month with amounts determined in the Agency's sole discretion.

Agreements: The Agency will execute a development agreement and affordable housing incentive agreement with property owners which will outline the requirements and expectations of program performance, including timelines and scope of work.

Inspections: The City will inspect the property and identify any code violations. All violations must be corrected. Rehabilitation specifications will be reviewed by the Agency and Midvale City. All work must be performed in accordance with all applicable codes, laws, and regulations.

Good Landlord Program: Property owners and management teams must register for and abide by the Good Landlord Program.

Non-Compliance: Includes but is not limited to failing to comply with the requirements outlined in the development and affordable housing incentive agreements, including all applicable property maintenance requirements, codes, laws, and regulations; failing to maintain good standing with the City and County regarding taxes and ordinances; failing to complete the project within the agreed upon timeline; or failing to rent the residential units at the approved AMI level during the approved time frame. Non-compliance also includes imposing additional fees additional to the established rental rate which fees would make the units unaffordable. Such fees may include, but not be limited to, HOA fees, parking fees, mandatory utility requirements or utility fees above those charged by utility providers. Any instance of non-compliance will require the property owner or developer to return all funding provided through the Main Street Upper-Floor Affordable Housing Initiative.

### **Conflict of Interest**

A conflict of interest exists if an applicant is an employee, agent, consultant, officer, elected official, or appointed official of the Agency or Midvale City, and if the applicant:

- Exercises or has exercised any functions or responsibilities with respect to funds of the Initiative program;
- Participates in the decision-making process related to funds for the Initiative program; or
- Is in a position to gain inside information regarding program activities.

If a conflict of interest exists, the applicant may not obtain assistance under the Initiative program. If there is a dispute over a potential conflict of interest, a written waiver may be obtained from the Agency upon determination by a neutral third party that no conflict exists.

### **Qualifications for Existing Multi-Story Structures**

- Eligible properties must be mixed use properties that have upper floor residential units or upper floor space available to construct residential units.
- The residential units must have been vacant for a minimum period of ninety (90) days prior to submitting an application or be determined by Midvale City's Building Official as not in compliance with the International Building Code; the Utah Building Code; or Midvale City's Building Code.
- Buildings with residential units under construction at the time of application will not be eligible.
- Only owners of eligible properties may apply for the program. Any person or entity with an ownership interest in the property and/or project must be reflected on the application for incentive funding.
- The property must be located within the boundaries of the Main Street Form-Based Code.
- Facades visible from the public right of way must be maintained in a condition acceptable to the Agency in the Agency's sole discretion. Agency funding under this program may not be used to improve facades. Facades must be in a condition that does not detract from the architectural character of the building. When feasible, the original design should be restored so that it is contextually appropriate.
- The property must meet all applicable codes, laws and regulations at the completion of the rehabilitation. Midvale City's code enforcement officer and/or building official will inspect the property to ensure compliance with these standards. The Agency will evaluate on a case-by-case basis any proposal to rehabilitate or construct only a portion of the building as part of the submitted project application. The use of green construction methods and energy efficient design is encouraged in all developments and is a factor for consideration in the scoring criteria.
- The property must be in compliance with applicable zoning regulations and follow the Main Street Form-Based Code.

### **Qualifications for Existing Single-Story Structures**

- Eligible properties are existing single story commercial or retail units that can add upper floors for residential space.
- Only owners of properties may apply for the program. Any person or entity with an ownership interest in the property and/or project must be reflected on the application for incentive funding.
- The property must be located within the boundaries of the Main Street Form-Based Code.
- Facades visible from the public right of way must be in a condition acceptable to Agency in Agency's sole discretion and in compliance with Midvale City's Form-Based Code. Incentive funding under the Initiative program may not be used to improve facades.
- The property and any improvements must comply with all applicable codes, laws and regulations at the completion of the rehabilitation. The City will inspect the property to ensure compliance with these standards. The Agency will evaluate on a case-by-case basis when owners propose rehabilitating or constructing only a portion of the building as part of the submitted project. The use of green construction methods and energy efficient design is encouraged in all development and is a factor for consideration in the scoring criteria.
- The property must be in compliance with applicable zoning regulations and follow the

Midvale Form-Based Code.

### **Qualifications for Vacant Site**

- Vacant sites are eligible for funding under the Initiative to provide moderate-income residential units on the upper floors of the proposed mixed-use development or as otherwise required by code.
- Only owners of properties may apply for the program. Any person or entity with an ownership interest in the property and/or project must be reflected on the application for incentive funding.
- The property must be located within the boundaries of the Main Street Form-Based Code.
- The property must meet all applicable codes, laws and regulations at the completion of construction. The City will inspect the property to ensure compliance with these standards. The Agency will evaluate on a case-by-case basis when owners propose rehabilitating or constructing only a portion of the building as part of the submitted project. The use of green construction methods and energy efficient design is encouraged in all development and is a factor for consideration in the scoring criteria.
- The property must be in compliance with applicable zoning regulations and follow the Main Street Form Base Code.

### **Application Process**

The following documentation must be provided to the Agency as part of the application process:

Pre-Approval Requirements:

- Upper Floor Housing Application and Rent Rates
- Project proforma
- Most recent financial statements, balance sheets. A list of all project partners and relationship to the project
- Certified architectural drawings
- Project Appraisal
- Examples of past projects of similar size and scope
- Energy efficiency report
- Lead and asbestos surveys (only for properties built before 1978)
- Contractor information, including proof of contractor license issued by the State of Utah
- Contractor Budget Estimate
- All work must be completed by contractors, unless otherwise waived by the Agency in Agency's sole discretion. Contractors and subcontractors must be licensed and in good standing with Agency and Midvale City prior to the commencement of work
- Crime Prevention Through Environmental Design (CPTED) statement that includes relevant principles incorporated in the project
- Existing condition report from certified property inspector
- Art installation and/or proposed streetscape improvements Minimum 3 items from the Green Building Techniques list on page X of this document

If the Agency determines, in its sole discretion, that an applicant is eligible for pre-approval by the Agency Board, a pre-approval letter will be provided to the applicant if needed by the applicant to secure financing for the project.

#### Final Approval Requirements from Borrower:

- Terms sheet from lending/financing entity
- Agency shall provide to owner a terms sheet outlining the elements of the agreement between the Agency and the owner
- Letter of credit/proof of financing from lender/financing entity
- Long Term Maintenance Schedule and budget Contractors Guaranteed Maximum Price (GMP) and Project Timeline
- Financial Information/Assets for all LLC's and Individuals involved in the project
- Proposed lease agreements
- Certificate of Insurance
- Proof of financing from all lenders
- Corporate Documents from borrower & partners
- Appraisal for real and completed property
- Photo ID's of all guarantors
- Copy of lease for project location (if any)

#### Incentive Agreement and Closing Documents:

- Title Commitment
- Title Policy
- Collateral Title Reports
- Disbursement Agreement or Finance Agreement
- Letter of Credit, Performance Bond, or Collateral
- Development Agreement (whether separate or integrated into the Initiative incentive agreement will be dependent on each project and at the sole discretion of the Agency)
- Deed Restriction
- Environmental Indemnity Agreement
- Promissory Notes
- Intercreditor Subordination Agreement
- UCC filing/UCC Judgment Searches, Municipal Lien Search, Approvals or Consents
- Subordination Agreements
- Completion Guarantee
- Loan Settlement Statement including wiring instructions
- Lender interest rates
- Closing Instructions

#### Post-Closing:

- Certificate of Occupancy

- Good Landlord Program Certificate
- Annual lease rates for approval, vacancy and maintenance schedule report
- Public artwork or Public Street Scape Improvements
- Adherence to the commercial space Preferred Business List

Project applications and supporting documents must be submitted and approved by the Agency prior to construction.

Project applicants must score a minimum of 8 out of 10 points to be eligible for consideration and select one item from option 12 from the scoring criteria list (pg\_\_\_\_\_).

Applications will be reviewed and evaluated on a quarterly basis. If multiple projects have been submitted, projects will be ranked in scoring order from highest to lowest score. As determined by the Agency, in its sole discretion, projects that garner the most points will be approved for funding. Once the fund balance of the program is exhausted, funding will be unavailable unless more funds are approved for this Initiative. If two applications are received in the same quarter that garner the same amount of points and there is limited funding, funds will be awarded to the applicant that is first to complete the application and have it approved by the Agency Board.

Agency will work with the applicant and outside lenders to create a development agreement and affordable housing incentive agreement to be approved by the Agency Board.

Approved projects must be completed within eighteen (18) months unless an extension is approved. Extensions are approved at the Agency's sole discretion.

### **Program Management**

The Main Street Upper Floor Housing Initiative is managed by the Agency team and the Midvale City Community Development Director. Additional support and expertise may be provided by upper Midvale City management, where necessary.

Applications are evaluated and approved by an evaluation team made up of members of the Agency, the Midvale City Community Development Department, and Midvale City management staff. Applicants will be notified at the end of a review period and will be informed if their application has been approved, denied, or conditionally denied with requests for modification

Planning related matters, inspections and permitting will all be conducted by Midvale City staff in their respective departments. Law enforcement-related activities may be conducted by a designated member of Unified Police Department on behalf of Midvale City and/or Agency.

The foregoing description of the Main Street Upper Floor Affordable Housing Initiative is general in nature and will be subject to program updates prepared by and approved by the Agency and the Agency Board at its sole discretion.

## **Scoring Criteria**

During the evaluation process each item is scored as a single point. Applicants must score a minimum of 8 out of 10 points from items 1-10, and select one item each from options 11 and 12.

1. In general, the proportions of the building must reflect a historic storefront with 50% of the first-floor storefront being glass.
2. There must be no peeling paint on the front façade.
3. There must be no spalling bricks or major tuck-pointing work that needs to be performed.
4. All signs must be in compliance with the currently effective Form Based Code requirements.
5. Windows must not be boarded or bricked up. All windows should be free of cracks and ground floor windows should not be obstructed by paper, tint, blinds, or similar materials.
6. Cornice elements must be in good repair and in place. They must be free of rot or missing elements.
7. Any metal on the storefront must be free of rust, corroded parts or missing elements.
8. Doors must be historic in nature and must be appropriate to the architecture of the building. In general, storefront doors must be either a half or full light. Doors to second floor units can be solid but must be paneled (typically a 6-panel door). Doors must fill the entire original opening.
9. All upper story windows on the front façade must be in compliance with currently effective Main Street Form-Based Code requirements. They must be wood or aluminum clad wood windows that fill the entire original opening. If the windows were originally metal windows, they can be either metal or aluminum clad wood windows.
10. There must not be any vinyl, aluminum, cedar shake, or other artificial siding on a storefront façade.
11. The development proposal must include, at minimum, these 3 items from the Green Building Techniques list.
12. The proposal must include either a public art installation and or public streetscape improvement element.

### **Green Building Techniques**

- Most units will be within ¼ mile of one or more stops for two or more public bus lines or light-railway stops, or provide a tenant incentive for public transportation use, i.e., a subsidized pass program for all tenants.
- All adhesives, sealants and primers used on the interior of all buildings and applied on site will comply with Rule R307-342 of the Utah Administrative Code Adhesives and Sealants
- Fifty percent (50%) of wood-based materials and products that are certified in accordance with the Forest Stewardship Council's (FSC) Principles and Criteria for wood building components
- Install LED light bulbs in the homes
- Utilize rapidly renewable floor materials such as bamboo, linoleum, cork or eucalyptus to

cover a minimum of 25% of the floor area of each unit

- Provide covered and secured storage facilities for securing bicycles for fifteen percent (15%) or more of building occupants inside of the building
- Install programmable thermostats in the homes
- Develop and implement a construction waste management plan that recycles or salvages at least fifty percent (50%) of non-hazardous construction and demolition debris

Learn More About the Vision for Midvale Main

[Midvale Main Street Small Area Plan](#)

[Midvale Main Lighting & Street Scape Design Plan](#)

[Midvale Main Arts & Culture District](#)

[Midvale Main Street Food Truck Plaza](#)

[Midvale Main Business Loan Program](#)

[Adaptive Reuse Program](#)

[Façade Improvement Program](#)