



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

**REDEVELOPMENT AGENCY OF MIDVALE CITY
MEETING AGENDA
June 16, 2026**

Public Notice Is Hereby Given that the **Redevelopment Agency of Midvale City** will hold an electronic and in-person meeting on **June 16, 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 June 15, 2026.**

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

6:00 p.m. or immediately following the City Council Meeting

I. GENERAL BUSINESS

- A. Welcome
- B. 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. PUBLIC HEARING

- A. Receive Public Comment on Proposed Budget Amendments to the FY2026 Budget for the Bingham Junction Redevelopment Agency Fund
[Mariah Hill, Administrative Services Director]

ACTION: Consider **Resolution No. 2026-16RDA** Amending the Fiscal Year 2026 Budget for the Bingham Junction Redevelopment Agency Fund

June 16, 2026

IV. CONSENT AGENDA

- A. Consider Minutes of June 2, 2026 — ***[Rori Andreason, HR Director/City Recorder]***

V. ACTION ITEMS

- A. Consider **Resolution No. 2026-13RDA** Authorizing the Execution of an Amendment to an Interlocal Agreement Between The Redevelopment Agency of Midvale City and Salt Lake County. — ***[Kate Andrus, Redevelopment Agency Director]***
- B. Consider **Resolution No. 2026-14RDA** Authorizing the Chief Administrative Officer to Enter Into an Agreement for Artist's Commissioned Work with Cloud Study LLC — ***[Moir Gray, Economic Development/RDA Project Manager]***
- C. Consider **Resolution No. 2026-15RDA** Adopting the Redevelopment Agency of Midvale City Fiscal Year 2027 Budget beginning July 1, 2026 and ending June 30, 2027 ***[Kate Andrus, Redevelopment Agency 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' advance notice of the meeting. TTY 711

The agenda was posted at the following locations on the date and time as posted above: City Hall Lobby, on the City's website at Midvale.Utah.gov and the State Public Notice Website at pmn.utah.gov. Board Members may participate in the meeting via electronic communications. Board Members' participation via electronic communication will be broadcast and amplified so other Board Members and all other persons present in the Council Chambers will be able to hear or see the communication.

Date Posted: June 11, 2026

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



REDEVELOPMENT AGENCY OF MIDVALE CITY SUMMARY REPORT

Meeting Date: June 16, 2026

ITEM TYPE: Public Hearing and Action

SUBJECT: Consider Resolution No. 2026-16RDA A Resolution Amending the Fiscal Year 2026 Budget for the Bingham Junction Redevelopment Agency Fund

SUBMITTED BY: Mariah Hill, Administrative Services Director

SUMMARY:

Staff proposes amendments to the fiscal year 2026 budget for the Bingham Junction Redevelopment Agency Funds.

Bingham Junction Fund

The total requested increase to the Bingham Junction Fund budget is \$186,497. This includes an increase in the use of fund balance to pay the final payment on the City Hall Plaza project.

PLAN COMPLIANCE: N/A

FISCAL IMPACT:

Bingham Junction Fund – Increase in budgeted revenues and expenditures of \$186,497.

Recommended Motion

I move we suspend the rules and adopt Resolution 2026-16RDA amending the fiscal year 2026 budget for the Bingham Junction Redevelopment Agency Funds as presented.

Attachments:

Resolution 2026-16RDA

Proposed Budget Amendments to the FY2026 Redevelopment Agency Budget

**THE REDEVELOPMENT AGENCY OF MIDVALE CITY, UTAH
RESOLUTION 2026-16RDA**

**A RESOLUTION AMENDING THE FISCAL YEAR 2026 BUDGET FOR THE
BINGHAM JUNCTION REDEVELOPMENT AGENCY FUND.**

Whereas, Utah State Code, Sections 10-6-109, 10-6-127, and 10-6-128 of the Uniform Fiscal Procedures Act for Utah Cities, requires that increases in appropriations for operating budgets be made by resolution of the governing body; and

Whereas, the required public notice was properly published; and

Whereas, pursuant to notice, the public hearing was held on the 16th day of June, 2026;
and

Whereas, in compliance with statutory requirements, Midvale City amends the revenue and appropriation budgets of the Bingham Junction Redevelopment Agency Fund, as detailed on the attached schedule.

Now therefore be it resolved, by the Redevelopment Agency of Midvale City, that the above budget amendments be made for the appropriate budgets for the Fiscal Year ending June 30, 2026.

This resolution shall become effective immediately upon passage thereof.

Passed and adopted by the Redevelopment Agency Board of Midvale City, State of Utah, this 16th day of June, 2026.

Dustin Gettel, Chief Administrative Officer

Matt Dahl, Executive Director

ATTEST:

Rori L. Andreason, MMC
Secretary

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

Redevelopment Agency of Midvale City Proposed Budget Amendment						
General Ledger Account Description	FY25 Actuals	FY26 Year-to- Date	FY26 Amended Budget	Proposed Change	FY26 Proposed Amended Budget	Description
RDA Bingham Junction						
Revenues						
Use of Fund Balance	2,345,358	-	719,137	186,497	905,634	Increased use of fund balance
TOTAL RECOMMENDED REVENUE BUDGET						
ADJUSTMENTS - RDA BINGHAM JUNCTION FUND	\$ 7,443,590	\$ 7,086,525	\$ 6,792,348	\$ 186,497	\$ 6,978,845	
Expenditures						
City Hall Plaza Project	2,482,305	186,497	-	186,497	186,497	Final Payment on City Hall Plaza
TOTAL RECOMMENDED EXPENDITURE BUDGET						
ADJUSTMENTS - RDA BINGHAM JUNCTION FUND	\$ 9,788,948	\$ 4,502,160	\$ 7,947,121	\$ 186,497	\$ 8,133,618	



REDEVELOPMENT AGENCY MEETING

Minutes

Tuesday June 2, 2026

Council Chambers
7505 S Holden Street
Midvale, Utah 84047

CHAIR: Dustin Gettel

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

STAFF: Matt Dahl, City Manager; Nate Rockwood, Assistant City Manager; Rori Andreason, City Recorder; Garrett Wilcox, City Attorney; Mariah Hill, Administrative Services Director; Adam Olsen, Community Development Director; Jerimie Thorne, Public Works Director; Wendelin Knobloch, Planning Director; Chief April Morse, UPD; and Matt Pierce, IT Director.

Chair Gettel called the meeting to order at 9:27 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.

II. PUBLIC COMMENTS

There was no one who desired to speak.

III. CONSENT AGENDA

A. CONSIDER MINUTES OF MAY 19, 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	Aye
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. PUBLIC HEARING

A. **RECEIVE PUBLIC COMMENT REGARDING THE TENTATIVE FISCAL YEAR 2027 BUDGET FOR THE REDEVELOPMENT AGENCY OF MIDVALE CITY BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027.**

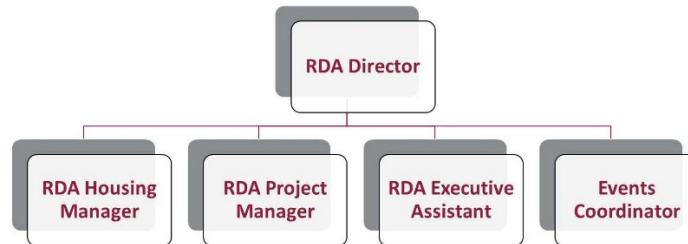
Mariah Hill said the fiscal year 2027 tentative budget was presented to and adopted by the RDA Board on May 5, 2026. The purpose of this agenda item is to receive public comment on the tentative budget.

The budget is also available for review on the Midvale City website at: https://midvale.utah.gov/government/departments/administrative_services/finance.

FISCAL IMPACT

Fiscal impacts are detailed in the tentative budget.

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
Revenues:						
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%
TOTAL REVENUES	\$ 387,898	\$ 846,502	\$ 1,006,721	\$ 1,350,368	\$ 343,647	34.1%
Expenditures:						
Personnel						
Salaries ¹	292,062	331,562	377,792	637,280	259,488	68.7%
Overtime	2,241	2,890	2,500	2,500	-	0.0%
Benefits ¹	149,014	144,461	176,512	280,466	103,954	58.9%
Total Personnel	443,317	478,913	556,804	920,245	363,441	65.3%
Operating						
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) ²	-	-	-	16,954	16,954	0.0%
IT Equipment (Interfund) ²	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%
Total Operating	384,443	382,693	449,917	430,123	(19,794)	-4.4%
TOTAL EXPENDITURES	\$ 827,760	\$ 861,606	\$ 1,006,721	\$ 1,350,368	\$ 343,647	34.1%
FUND BALANCE - CONTRIBUTION TO (USE OF)	\$ (439,862)	\$ (15,104)	\$ -	\$ (0)	\$ (0)	

AT A GLANCE:

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

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
Revenues:						
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%
TOTAL REVENUES	\$ 8,022,648	\$ 7,443,590	\$ 6,792,348	\$ 6,792,348	\$ -	0.0%
Expenditures:						
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%
TOTAL EXPENDITURES	\$ 6,337,064	\$ 9,788,948	\$ 7,947,121	\$ 7,511,485	\$ (435,636)	-5.5%
FUND BALANCE - CONTRIBUTION TO (USE OF)	1,685,584	(2,345,358)	(1,154,773)	(719,137)	435,636	

AT A GLANCE:

TOTAL BUDGET: \$7,511,485 | FULL-TIME EQUIVALENT EMPLOYEES: 0.00

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
Revenues:						
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%
TOTAL REVENUES	\$ 3,378,198	\$ 3,650,554	\$ 3,657,992	\$ 3,684,454	\$ 26,462	0.7%
Expenditures:						
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%
TOTAL EXPENDITURES	\$ 1,580,431	\$ 2,247,672	\$ 3,657,992	\$ 3,775,849	\$ 117,857	3.2%
FUND BALANCE - CONTRIBUTION TO (USE OF)	1,797,767	1,402,882	-	(91,395)	(91,395)	

AT A GLANCE:

TOTAL BUDGET: \$3,775,849 | FULL-TIME EQUIVALENT EMPLOYEES: 0.00

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
Revenues:						
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%
TOTAL REVENUES	\$ 673,879	\$ 2,223,211	\$ 2,709,496	\$ 1,601,177	\$ (1,108,319)	-40.9%
Expenditures:						
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%
TOTAL EXPENDITURES	\$ 673,601	\$ 2,278,959	\$ 2,709,496	\$ 2,607,858	\$ (101,638)	-3.8%
FUND BALANCE - CONTRIBUTION TO (USE OF)	278	(55,748)	-	(1,006,681)	(1,006,681)	

AT A GLANCE:

TOTAL BUDGET: \$2,607,858 | FULL-TIME EQUIVALENT EMPLOYEES: 0.00

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
Revenues:						
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%
TOTAL REVENUES	\$ 1,529,059	\$ 2,162,923	\$ 2,131,842	\$ 2,923,363	\$ 791,521	37.1%
Expenditures:						
Salaries ¹	48,611	45,533	135,105	139,688	4,583	3.4%
Benefits ¹	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) ²	-	-	-	2,986	2,986	0.0%
IT Equipment (Interfund) ²	-	-	-	-	-	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%
TOTAL EXPENDITURES	\$ 2,306,980	\$ 6,733,121	\$ 2,866,526	\$ 2,873,636	\$ 7,110	0.2%
FUND BALANCE - CONTRIBUTION TO (USE OF)	(777,921)	(4,570,198)	(734,684)	49,727	784,411	

AT A GLANCE:

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

MOTION: Board Member Paul Glover MOVED to open the public comment section of the hearing. 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.

There were no public comments.

MOTION: Board Member Paul Glover MOVED to close the public comment section of the hearing. 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.

V. ADJOURN

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

The meeting adjourned at 9:33 p.m.

Rori L. Andreason, MMC
City Recorder

Approved June 16, 2026.



REDEVELOPMENT AGENCY OF MIDVALE CITY SUMMARY REPORT

Meeting Date: June 16, 2026

SUBJECT:

Consider Resolution No. 2026-13RDA authorizing the Chief Administrative Officer to execute an amendment to the Interlocal Cooperation Agreement between the Redevelopment Agency of Midvale City and Salt Lake County regarding the Main Street Community Development Area.

SUBMITTED BY:

Kate Andrus, RDA Director

SUMMARY:

In December 2021, the Agency and the County entered into an Interlocal Cooperation Agreement (“Agreement”) regarding participation in tax increment financing for the Main Street CDA. The terms of this Agreement are as follows:

- 75% participation for 20 years
- Trigger deadline of March 2024
- A total tax increment collection cap of \$2,264,812, with no support for the contingency budget
- The base year taxable value is the tax year preceding the first year of tax increment collection. For example, if the Agency begins collecting tax increment in March 2024, the base year taxable value would be tax year 2022
- The Agency must expend tax increment in accordance with parameters specific to each budget line item (see Exhibit C of the Agreement)

Since that time, the project area has been triggered, and the Agency has now received two years of participating tax increment.

However, during the remittance period for tax year 2025, an issue arose due to the County Auditor’s interpretation of a recent legal opinion regarding the separation of Salt Lake County’s library tax levies from those of its parent organization, Salt Lake County. The Auditor’s Office interpreted this opinion to mean that Salt Lake County library levies are subject to the same ILA terms as their parent organization unless otherwise explicitly stated in the governing interlocal agreements.

While this exclusion was not explicitly stated in the Agreement, it was the intent of the County Council and the Agency that the library tax increment be excluded from this TIF project. Therefore, the County drafted an amendment to the Interlocal Agreement outlining this exclusion to prevent further confusion on the part of the Auditor’s Office.

FISCAL IMPACT:

The fiscal impact will remain the same. The County's contribution makes up about 15% of Main Street CDA's budget. This will amount to \$2,264,812 over 20 years.

RECOMMENDED MOTION:

"I move that we suspend the rules and pass Resolution No. 2026-13RDA authorizing the Chief Administrative Officer to execute an amendment to the Interlocal Cooperation Agreement between the Redevelopment Agency of Midvale City and Salt Lake County regarding the Main Street Community Development Area."

*Suspending the rules is necessary because the County Council is considering this amendment this month, and we would like to execute the amendment as soon as both resolutions are approved

ATTACHMENTS:

Resolution No. 2026-13RDA

Amendment to Interlocal Cooperation Agreement between Salt Lake County and the Redevelopment Agency of Midvale City.

**REDEVELOPMENT AGENCY OF MIDVALE CITY, UTAH
RESOLUTION NO. 2026-13RDA**

**A RESOLUTION APPROVING AN AMENDMENT TO THE INTERLOCAL COOPERATION
AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF MIDVALE CITY AND
SALT LAKE COUNTY FOR THE MAIN STREET COMMUNITY DEVELOPMENT AREA.**

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

WHEREAS, the Agency desires to approve and enter into an amendment to the Interlocal Cooperation Agreement (the “Agreement”) with Salt Lake County (the “County”) (Exhibit A) pursuant to Utah Code Annotated (“UCA”) § 17C-4-201; and

WHEREAS, on November 15, 2015, Midvale City (the “City”) adopted the Main Street Community Development Area Project Area Plan (Exhibit B) through Ordinance No. 2015-O-14 pursuant to UCA § 17C-4-105, and fulfilled all public hearing and noticing requirements outlined in UCA §§ 17C-4-401 and 17C-4-107; and

WHEREAS, the Agency adopted the Main Street Community Development Area Budget (Exhibit C) through Resolution No. 2020-12RDA pursuant to UCA § 17C-4-204, which demonstrates that the County will receive a net fiscal benefit and realize significant economic and social impacts; and

WHEREAS, in December 2021, the Agency and the County entered into the Interlocal Cooperation Agreement regarding participation in tax increment financing for the Main Street Community Development Area; and

WHEREAS, the Agency and the County desire to amend the Agreement to explicitly exclude Salt Lake County library tax increment from participation in the Main Street Community Development Area;

NOW, THEREFORE, BE IT RESOLVED, based on the foregoing, that the Redevelopment Agency of Midvale City Board authorizes the Chief Administrative Officer to execute an amendment to the Interlocal Cooperation Agreement between the Redevelopment Agency of Midvale City and Salt Lake County regarding the Main Street Community Development Area.

APPROVED AND ADOPTED this 16th day of June, 2026.

Dustin Gettel, Chief Administrative Officer

ATTEST:

Rori L. Andreason,
Secretary

Voting by the Agency Board:

Paul Glover

Heidi Robinson

Bryant Brown

Bonnie Billings

Denece Mikolash

“Aye” “Nay”

AMENDMENT NO. 2
to the
INTERLOCAL COOPERATION AGREEMENT
between
SALT LAKE COUNTY
and
THE REDEVELOPMENT AGENCY OF MIDVALE CITY
Midvale Main Street Community Development Project Area

This Amendment No. 2 (this “Amendment”) is made to the above-named Interlocal Cooperation Agreement, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (the “County”); and the REDEVELOPMENT AGENCY OF MIDVALE CITY, a redevelopment agency created under Utah Code Title 17C (the “Agency”). The County and the Agency may be referred to herein as the “Parties.”

RECITALS:

WHEREAS, the Parties entered into the Agreement (County Contract No. 0000002995, hereinafter the “Agreement”) wherein the County agreed to pay the Agency a portion of its Tax Increment generated by development activities in the Project Area to assist in development as set forth in the Project Area Plan;

WHEREAS, the County’s payment of tax increment from the 2026 tax year to the Agency will include revenue generated by the County’s Library tax levy, contrary to the Parties intent;

WHEREAS, the Parties now desire to amend the Agreement to clarify their mutual understanding and intent that revenue generated by the County’s Library tax levy is not to be included in the County’s Contribution;

AND WHEREAS, the Parties further desire that the Agency refund the portion of the County’s Contribution that is generated by the County’s Library tax levy during the 2026 tax year.

AMENDMENT:

NOW, THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Amendment, the Parties agree to amend the Agreement as follows:

1. The following provision is hereby included in the Agreement as subsection 1(c):

(c) County Library Tax Levy Excluded. The County’s portion of the Tax

Increment described herein shall only include revenue generated by the County's countywide property tax levy and shall not include revenue generated by the County's Library tax levy.

2. The Agency agrees to refund to the County the portion of the County's Contribution that is generated by the County's Library tax levy during the 2026 tax year and paid to the Agency. The refund shall be made promptly after the amount is calculated by the Salt Lake County Auditor and remitted to the Agency.

3. All remaining provisions of the Agreement, not specifically altered by this Amendment, shall continue in full force and effect under this Amendment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties execute this Amendment as of the latest date indicated below.

SALT LAKE COUNTY:

Mayor or Designee

Date: _____

Recommended for Approval:

By: _____
Department Director

Date: _____

Reviewed as to Form:

By: _____
Deputy District Attorney

THE REDEVELOPMENT AGENCY OF
MIDVALE CITY:

By: _____

Name: _____

Title: _____

Date: _____

Attest:

Date: _____

Reviewed as to Form:

By: _____
Agency Attorney

Date: _____



REDEVELOPMENT AGENCY OF MIDVALE SUMMARY REPORT

Meeting Date: June 16, 2026

SUBJECT:

Consider Resolution No. 2026-14RDA Authorizing the Chief Administrative Officer to Enter into an Agreement for Artist's Commissioned Work with Cloud Study LLC

SUBMITTED BY:

Moira Gray, Economic Development & RDA Project Manager

SUMMARY:

On September 19th, 2025, the Redevelopment Agency released a Call for Artists for the creation of a public art feature for the City Hall North Plaza. The listed goals of the artwork are to:

- Honor Midvale Main Street's past as an industrial hub while embracing its vibrant future as a thriving arts and culture district, representing innovation, creativity, and community.
- Create a sense of place: Foster a strong connection between the artwork and the surrounding environment, enhancing the overall experience of Midvale Main Street.
- Be visually compelling: Engage and inspire viewers with a striking and memorable design.
- Consider durability and maintenance: The artwork should be constructed to withstand the elements and require minimal upkeep.

The Call for Artists received 62 responses. The Design Advisory Board narrowed the applications down to 5 artists. These artists each created a sculpture proposal and presented it to the Design Advisory Board. The Board chose Cloud Study LLC as the final artist.

FISCAL IMPACT:

This artwork will cost \$114,390. 50% will come out of the FY26 Bingham Junction Public Art Fund upon execution of the Agreement. 50% will come out of the FY27 Bingham Junction Public Art fund upon fabrication and installation.

RECOMMENDED MOTION:

"I move that we suspend the rules* and pass Resolution No. 2026-14RDA Authorizing the Chief Administrative Officer to Enter into an Agreement for Artist's Commissioned Work with Cloud Study LLC

*Suspending the rules is necessary for construction to start before the ground freezes.

ATTACHMENTS:

Resolution 2026-14RDA

Agreement for Artist's Commissioned Work

**THE REDEVELOPMENT AGENCY OF MIDVALE CITY
RESOLUTION NO. 2026-14RDA**

**A RESOLUTION AUTHORIZING THE CHIEF ADMINISTRATIVE OFFICER TO
ENTER INTO AN AGREEMENT FOR ARTIST’S COMMISSIONED WORK WITH
CLOUD STUDY LLC**

WHEREAS, the Agency was established by the Midvale City Council to carry out redevelopment initiatives and exercise its powers under 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, the City Hall North Plaza is owned by Midvale City; and

WHEREAS, the Design Advisory Board recommends Cloud Study LLC as the artist selected for the public art;

NOW, THEREFORE BE IT RESOLVED that the Board of the Redevelopment Agency of Midvale City approves an Agreement for Artist’s Commissioned Work with Cloud Study LLC and authorizes the Chief Administrative Officer to execute the Agreement.

PASSED AND APPROVED this 16th day of June 16, 2026.

By: _____
Dustin Gettel, Chief Administrative Officer

ATTEST:

Rori L. Andreason, MMC

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

AGREEMENT FOR ARTIST'S COMMISSIONED WORK

THIS AGREEMENT FOR ARTIST'S COMMISSIONED WORK (the "Agreement"), made and entered into as of June 16, 2026, by and among the Redevelopment Agency of Midvale City, a public agency (the "Agency"), and Cloud Study LLC, a New York limited liability company, for the services of Sujin Lim ("Artist").

WITNESSETH:

WHEREAS, the Agency has implemented a public art program which allocated certain funds for the establishment of artwork within the Main Street Project Area; and

WHEREAS, Midvale City is the owner of certain property located at the intersection of Midvale Main Street and Holden Street, Midvale, UT 84047 (as more particularly depicted in **Exhibit A** attached hereto, the "Location"), which is within the Main Street Project Area, and the Agency is interested in the installation of artwork thereon; and

WHEREAS, the Agency issued a Call for Artists to solicit qualified artists to design and install sculpture at the Location (the "Artwork"); and

WHEREAS, the selected Artist then submitted a proposal to the Agency (as more particularly depicted in **Exhibit B** attached hereto, the "Proposal"); and

WHEREAS, the Agency has selected the Artist for the design, creation, and installation of the Artwork at the Location; 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 Agreement, the Parties agree as follows:

AGREEMENT

1. Scope of Services.

The Artist will design and create the Artwork in accordance with and as set forth in the Proposal, and the Artist will manage the construction and installation of the Artwork. The Artist agrees that the Artwork will be completed, delivered, and installed at the Location no later than March 31, 2027, in accordance with the provisions of this Agreement. Agency shall prepare the Location, and Artist will install the Artwork in accordance with this Agreement and the Proposal attached hereto and incorporated herein.

The Artist represents, warrants and covenants that:

- i. the Artwork will be the original creation of the Artist;
- ii. the Artwork will be unique and an edition of one;
- iii. no identical or substantially similar Artwork of whatever size or any additional or duplicate reproductions of the Artwork will be created by the Artist and the Artist may not grant permission to others to do so, provided that Artist may create other artworks that use or incorporate various individual motifs, characters (including cloud and rain forms), and artistic elements that are incorporated into the Artwork;
- iv. the Artwork will not infringe upon any copyright, trademark or other property or personal right;
- v. the Artwork will be free and clear of liens or encumbrances from any sources whatsoever;
- vi. the Artist shall not have any adverse claim to the Artwork; and
- vii. the Artwork must be consistent with the guidelines set forth in the Proposal.

The Agency shall be responsible for all applicable permits and fees regarding the installation of the Artwork. Installation techniques shall follow all applicable building and planning codes.

Notwithstanding clause (iii) of this Section 1, the Artist is permitted to use depictions of the Artwork in personal promotional materials such as portfolios, social media posts, website display of past work, and resumes.

The Artist represents, warrants, and covenants that the Artwork, 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 Artwork for a period of two (2) years from completed installation. If the Artwork is found to be defective in such a way that relocation, removal or repair before two (2) years is necessary, the relocation, removal or repair will be at the expense of the Artist. In the event the Artwork must be relocated, removed or repaired before two (2) years for reasons such as: vandalism, disaster, and any other condition not caused by a defect in material or workmanship, the removal or repair will be at the expense of the Agency.

A label identifying Artist, the title of the Artwork and the year it was completed will be publicly displayed in the area adjacent to the Artwork on a plaque of reasonable dimensions. Agency shall identify the Artist in all references to the Artwork.

2. Compensation.

The purchase price to be paid to the Artist for the Artwork is \$114,390.00 ("Purchase Price"). The Agency will pay the Artist the Purchase Price in the following

installments:

- a. 50% of the purchase price upon execution of this Agreement;
- b. 30% upon completion of fabrication of the Artwork; and
- c. 20% of the purchase price upon successful installation of the Artwork on or before the date specified in Section 1 of this Agreement, and delivery to the Agency of a bill of sale transferring title to the Artwork to the Agency. The bill of sale must be in form and substance satisfactory to the Agency in its sole discretion, the form of which shall be delivered to Artist no less than thirty (30) days prior to the date on which installation commences.

Upon completion of fabrication, Agency will have a reasonable opportunity to inspect the Artwork for defects prior to acceptance. Upon determining that (i) the Artwork is in conformance with the specifications detailed in this Agreement and all pertinent Exhibits; and (ii) Artist is in substantial compliance with the other terms of this Agreement, Agency will accept the Artwork for installation and make the associated payment pursuant to the terms set forth in Section 2 of this Agreement.

Upon completion of installation, Agency will have a reasonable opportunity to inspect the Artwork for defects prior to acceptance. Upon determining that (i) the Artwork is in conformance with the specifications detailed in this Agreement and all pertinent Exhibits; and (ii) Artist is in substantial compliance with the other terms of this Agreement, Agency will accept the Artwork and make the final payment pursuant to the terms set forth in Section 2 of this Agreement.

Artist shall submit an invoice to the Agency no more than thirty (30) days after the completion and Agency approval of fabrication and installation. Agency shall pay Artist within thirty (30) days after Agency receives and approves an invoice.

3. Termination.

The Agency has the right to terminate this Agreement at any time if it reasonably determines in good faith that the Artwork does not or will not substantially fulfill or materially comply with the Agency's requirements or specifications as provided for in the Call for Artists and the Proposal, provided that the Agency and the Artist shall work in good faith to resolve any potential or actual compliance issues before termination. Upon such termination, the Artist retains all rights to the concept, design, and the Artwork itself, including the right to complete, exhibit and sell the Artwork.

If the Artist fails to complete the Artwork and terminates this Agreement prior to completed installation, and removal is necessary, the removal shall be at the expense of the Artist. The Artist will reimburse the Agency the amount under Subsection 2(a) if the Artist fails to complete the Artwork. The Agency may agree to accept portions of the incomplete Artwork and adjust the reimbursement amount accordingly.

The Agency retains the right to remove or relocate the Artwork if the Agency determines that:

- a. The Location is being eliminated; is no longer publicly accessible; or there are other changes in relevant circumstances that require the Artwork to be removed from the Location; or
- b. The Location is being changed because the Artwork is no longer compatible with its setting, to be determined by the Agency; or
- c. The condition and/or security of the Artwork cannot be reasonably guaranteed at its Location; or
- d. The Artwork has become a danger to public safety; or
- e. After proper community education and outreach there is adverse public reaction to the Artwork.
- f. If the Artwork cannot be successfully removed or relocated as determined by the Agency, the Artist may relinquish all of Artist's interest in the Artwork and request in writing that the Agency refrain from identifying the Artist as the creator of the Artwork. Notwithstanding this section 3, Agency shall notify Artist in writing of any proposed removal of the Artwork, and Artist may elect to take possession of the Artwork, in which case Artist shall assume full responsibility for all associated costs of removal of the Artwork.

4. Ownership.

Upon installation of the Artwork and payment of the Purchase Price in full to Artist, the Agency shall own the Artwork and be entitled to exercise all rights thereto except as provided herein. Artist shall retain, copyrights to the Artwork arising under the Copyright Act. The Artist agrees that, as of the date the Artwork is installed and accepted by Agency and the Purchase Price has been paid in full, the Artist shall grant an exclusive, irrevocable, fully paid license to the Agency to display the Artwork and reproduce the Artwork in two-dimensions for advertising and promotional purposes. The Artist waives and relinquishes all rights to the Artwork under the Visual Artists Rights Act of 1990 (as defined and expressly waived below):

THE ARTIST ACKNOWLEDGES HIS OR HER RIGHTS OF ATTRIBUTION AND INTEGRITY GENERALLY CONFERRED BY SECTION 106A(A) OF TITLE 17 OF THE UNITED STATES CODE (THE VISUAL ARTISTS RIGHTS ACT OF 1990), AND ANY OTHER RIGHTS OF THE SAME NATURE GRANTED BY OTHER FEDERAL, STATE OR FOREIGN LAWS. THE ARTIST WAIVES HIS OR HER RIGHTS WITH RESPECT TO THE ARTWORK.

Agency shall have the right to determine, after consultation with a professional conservator, when and if repairs and restorations to the Artwork will be made. Agency shall consult with Artist regarding repairs and restorations undertaken during Artist's

lifetime when practicable. In the event the Artwork requires professional services in order to accomplish repairs, and Agency and Artist agree that such repairs should be made or personally supervised by Artist, Agency agrees to pay Artist a reasonable fee for such supervision to be negotiated at that time. In the event that Agency makes repairs or restoration not approved by Artist, Artist may request in writing that the Agency refrain from identifying the Artist as the creator of the Artwork.

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:

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

Artist:
Cloud Study LLC
Attn: Sujin Lim
9 Hausman St
Brooklyn, NY 11222

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 Artwork or anything made, used, sold, or otherwise disposed of, in or as a result of this 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 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 Agreement. This indemnification obligation shall not apply to the extent any claims, damages, liabilities or actions are caused by the sole negligence of Agency, its employees, representative, agents or employees.

7. Insurance.

The Artist, at his or her own cost and expense, must secure and maintain Comprehensive General Liability Insurance with the Agency and Midvale City as additional insureds in the minimum amount of One Million Dollars (\$1,000,000.00) in the aggregate and Five Hundred Thousand Dollars (\$500,000) per occurrence. The policy must provide that coverage will not be cancelled or reduced without at least thirty 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 Agreement.

8. Relationship of Parties.

For purposes of this Agreement, it is understood that the Artist is an independent contractor. No other legal relationship has been formed by this 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. 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 Agreement inures to the benefit of third parties. All negotiations relative to this Agreement and the transactions contemplated by and under this 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 Agreement for a finder's fee, brokerage commission, or other like payment.

9. Force Majeure.

Neither Party to this 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). Either Party may terminate this Agreement by written notice to the other Party if such Force Majeure event continues for ninety (90) days and prevent successful performance of this Agreement.

10. Severability.

In the event that any provision of this 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 Agreement.

11. Governing Law and Venue.

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

In the event a party commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action may recover reasonable attorneys' fees and court costs from the other party to be fixed by the court in the same action.

12. Entire Agreement.

This Agreement contains all the representations and the entire agreement between the Parties with respect to the Artwork. Except as otherwise specified in this Agreement, any

prior correspondence, memoranda, agreements, warranties, or representations are superseded in total by this Agreement. This 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 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 City 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 the Agreement is terminated under this Section, the Agency will reimburse Artist for the Artwork approved and properly performed, and out of pocket expenses incurred by Artist, 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 Agreement will be resolved in the following order:

- a. Good faith negotiations between the Parties;
- b. Good faith mediation with a mutually agreed upon mediator and with each Party paying one half of the mediation costs; and
- c. **Litigation.** If a Party incurs any legal or attorneys' fees or costs in litigation to resolve a dispute arising under or relating to this Agreement, the prevailing Party may recover such reasonable fees and costs.

15. Laws and Regulations.

At all times during this Agreement, the Artist and all Artwork performed under this Agreement must comply with all applicable federal, state, and Midvale City constitutions, laws, rules, codes, orders, and regulations, including, but not limited to, applicable licensure and certification requirements. This includes not discriminating against any individual in an employment decision, 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 Artwork under this Agreement.

17. Government Records Access and Management Act.

The Agency is a governmental entity that is 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 this Agreement.

18. Time.

For the Artwork, time is of the essence. The Artist and Agency are each liable for all reasonable damages to each other as a result of the party's failure to timely perform the 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 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 or its affiliates who influences 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 or its affiliates who influences 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. Unless otherwise noted in the Agreement, a Party may not unreasonably withhold its consent.

21. Subcontractors.

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

22. Not Exclusive.

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

23. Publicity.

The Artist must submit all advertising and publicity matters relating to this Agreement to the Agency for written approval. It is within the Agency's sole discretion whether to provide approval.

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 Agreement. These records must be retained by Artist for a minimum of five years. Artist agrees to make all documents related to this Agreement available to the Agency or third parties upon the Agency's request.

25. Amendments.

This Agreement may only be modified by the mutual written agreement of the Parties. Any such amendment will be attached to this Agreement.

26. Waiver.

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

27. Survival.

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

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of the day and year first above written.

ARTIST:

CLOUD STUDY LLC, A NEW YORK LIMITED LIABILITY COMPANY

By: _____
Sujin Lim, Principal

AGENCY:

REDEVELOPMENT AGENCY OF MIDVALE CITY, a public agency

By: _____
Dustin Gettel
Mayor, RDA Chair

By: _____
Matt Dahl

City Manager, RDA Executive Director

Exhibit A
Location

Exhibit B
Artist Proposal



REDEVELOPMENT AGENCY OF MIDVALE CITY BOARD OF DIRECTORS SUMMARY REPORT

Meeting Date: June 16, 2026

ITEM TYPE: Action

SUBJECT: Consider Resolution 2026-15RDA, Adopting the Redevelopment Agency of Midvale City Fiscal Year 2027 Budget beginning July 1, 2026 and ending June 30, 2027.

SUBMITTED BY: Mariah Hill, Administrative Services Director

SUMMARY:

The process of adopting the Fiscal Year 2027 budget requires several steps that must be completed by the Board. Pursuant to Utah Code Annotated 10-6-111(1), the Budget Officer is required to prepare and present a tentative budget for each City fund, including all Special Revenue Funds. These budgets must be submitted no later than the first regularly scheduled meeting in May. At that time, staff provide an update on revenue estimates, along with a brief overview of expenditures, key highlights, and any proposed program changes. The tentative budget was presented and adopted on May 5, 2026. A public hearing was held on the budget on June 2, 2026.

Changes since the tentative budget include an increase to the citywide COLA of 3.5% and updated benefit budgets reflecting open enrollment selections. The total net impact across all RDA budgets is an increase of \$3,425.

PLAN COMPLIANCE: N/A

FISCAL IMPACT:

RDA Operations Fund: Revenues and Expenditures - \$1,352,715

RDA Bingham Junction Fund: Revenues - \$6,792,348; Expenditures - \$7,513,832

RDA Jordan Bluffs Fund: Revenues - \$3,684,454; Expenditures - \$3,775,849

RDA Main Street Fund: Revenues - \$1,601,177; Expenditures - \$2,607,858

RDA City-Wide Housing Fund: Revenues - \$2,923,363; Expenditures - \$2,874,714

STAFF'S RECOMMENDATION AND MOTION:

Staff recommends approval of Resolution 2026-15RDA.

I move that we adopt Resolution 2026-15RDA, Adopting the Redevelopment Agency of Midvale City Fiscal Year 2027 Budget beginning July 1, 2026 and ending June 30, 2027.

Attachments:

Resolution 2026-15RDA

Redevelopment Agency of Midvale City Final Budget for Fiscal Year 2027

**REDEVELOPMENT AGENCY OF MIDVALE CITY
RESOLUTION 2026-15RDA**

**A RESOLUTION ADOPTING THE REDEVELOPMENT AGENCY OF MIDVALE CITY
FISCAL YEAR 2027 BUDGET BEGINNING JULY 1, 2026 AND ENDING JUNE 30,
2027**

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

WHEREAS, the Redevelopment Agency of Midvale City has complied in all respects with state law, including holding public hearings, in establishing said budget for the fiscal year beginning July 1, 2026 and ending June 30, 2027.

WHEREAS, the Board of Directors has the authority and responsibility to establish a budget for the Redevelopment Agency of Midvale City.

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

SECTION ONE: That the Redevelopment Agency of Midvale City budget for the fiscal year ending June 30, 2027, is hereby adopted as proposed in the attached exhibit.

SECTION TWO: That the Chair of the Redevelopment Agency of Midvale City is hereby directed to certify and file a copy of the final budget for each fund on the State provided forms, with the Auditor of the State of Utah within thirty (30) days after adoption.

SECTION THREE: That upon the final adoption, the budgets shall be in effect for the budget year and subject to later amendment as provided by law.

SECTION FOUR: That a certified copy of the adopted final budget shall be filed in the office of the City Recorder, 7505 S. Holden Street, Midvale, Utah and shall be available to the public during regular business hours. The adopted budget will also be posted and made available to the public on the City’s website, www.midvale.utah.gov.

SECTION FIVE: That this Resolution shall become effective immediately upon the passage thereof.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE REDEVLEOPMENT AGENCY OF MIDVALE CITY, STATE OF UTAH, this 16th day of June, 2026.

Dustin Gettel
Chief Administrative Officer

Matt Dahl
Executive Director

ATTEST:

Rori L. Andreason, MMC
Secretary

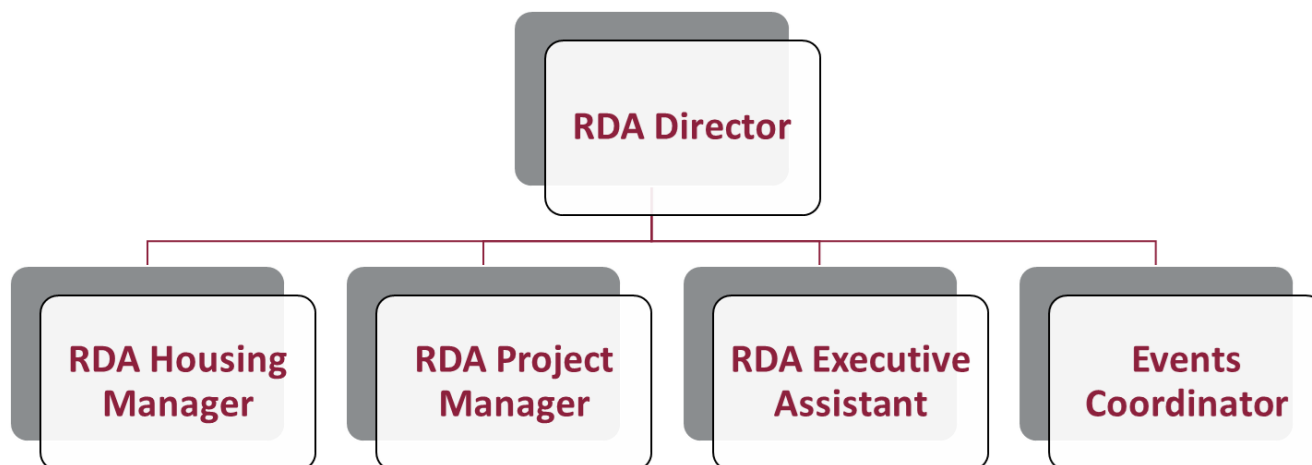
Voting by the Board:

Bryant Brown
Paul Glover
Bonnie Billings
Heidi Robinson
Denece Mikolash

“Aye”

“Nay”

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	Final FY2027	Difference	Percent Change
Revenues:						
Interest Earnings	23,346	4,473	10,000	10,000	-	0.0%
Transfer from other RDA accts	364,552	842,029	996,721	1,342,715	345,994	34.7%
TOTAL REVENUES	\$ 387,898	\$ 846,502	\$ 1,006,721	\$ 1,352,715	\$ 345,994	34.4%
Expenditures:						
Personnel						
Salaries ¹	292,062	331,562	377,792	641,208	263,416	69.7%
Overtime	2,241	2,890	2,500	2,500	-	0.0%
Benefits ¹	149,014	144,461	176,512	278,884	102,372	58.0%
Total Personnel	443,317	478,913	556,804	922,592	365,788	65.7%
Operating						
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) ²	-	-	-	16,954	16,954	0.0%
IT Equipment (Interfund) ²	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%
Total Operating	384,443	382,693	449,917	430,123	(19,794)	-4.4%
TOTAL EXPENDITURES	\$ 827,760	\$ 861,606	\$ 1,006,721	\$ 1,352,715	\$ 345,994	34.4%
FUND BALANCE - CONTRIBUTION TO (USE OF)	\$ (439,862)	\$ (15,104)	\$ -	\$ -	\$ -	-

AT A GLANCE:

TOTAL BUDGET: \$1,352,715 | 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	Final 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
TOTAL RDA OPERATIONS	3.40	3.40	4.13	5.74

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	Final FY2027	Difference	Percent Change
Revenues:						
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%
TOTAL REVENUES	\$ 8,022,648	\$ 7,443,590	\$ 6,792,348	\$ 6,792,348	\$ -	0.0%
Expenditures:						
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	825,027	219,599	36.3%
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%
TOTAL EXPENDITURES	\$ 6,337,064	\$ 9,788,948	\$ 7,947,121	\$ 7,513,832	\$ (433,289)	-5.5%
FUND BALANCE - CONTRIBUTION TO (USE OF)	1,685,584	(2,345,358)	(1,154,773)	(721,484)	433,289	

AT A GLANCE:

TOTAL BUDGET: \$7,513,832 | FULL-TIME EQUIVALENT EMPLOYEES: 0.00

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	Final FY2027	Difference	Percent Change
Revenues:						
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%
TOTAL REVENUES	\$ 3,378,198	\$ 3,650,554	\$ 3,657,992	\$ 3,684,454	\$ 26,462	0.7%
Expenditures:						
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%
TOTAL EXPENDITURES	\$ 1,580,431	\$ 2,247,672	\$ 3,657,992	\$ 3,775,849	\$ 117,857	3.2%
FUND BALANCE - CONTRIBUTION TO (USE OF)	1,797,767	1,402,882	-	(91,395)	(91,395)	

AT A GLANCE:

TOTAL BUDGET: \$3,775,849 | FULL-TIME EQUIVALENT EMPLOYEES: 0.00

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 FY2025 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	Final FY2027	Difference	Percent Change
Revenues:						
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%
TOTAL REVENUES	\$ 673,879	\$ 2,223,211	\$ 2,709,496	\$ 1,601,177	\$ (1,108,319)	-40.9%
Expenditures:						
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%
TOTAL EXPENDITURES	\$ 673,601	\$ 2,278,959	\$ 2,709,496	\$ 2,607,858	\$ (101,638)	-3.8%
FUND BALANCE - CONTRIBUTION TO (USE OF)	278	(55,748)	-	(1,006,681)	(1,006,681)	

AT A GLANCE:

TOTAL BUDGET: \$2,607,858 | FULL-TIME EQUIVALENT EMPLOYEES: 0.00

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	Final FY2027	Difference	Percent Change
Revenues:						
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%
TOTAL REVENUES	\$ 1,529,059	\$ 2,162,923	\$ 2,131,842	\$ 2,923,363	\$ 791,521	37.1%
Expenditures:						
Salaries ¹	48,611	45,533	135,105	140,356	5,251	3.9%
Benefits ¹	18,226	17,664	48,067	48,018	(49)	-0.1%
Equipment, Supplies, and Maint	-	54	2,100	2,100	-	0.0%
IT Operations (Interfund) ²	-	-	-	2,986	2,986	0.0%
IT Equipment (Interfund) ²	-	-	-	-	-	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%
TOTAL EXPENDITURES	\$ 2,306,980	\$ 6,733,121	\$ 2,866,526	\$ 2,874,714	\$ 8,188	0.3%
FUND BALANCE - CONTRIBUTION TO (USE OF)	(777,921)	(4,570,198)	(734,684)	48,649	783,333	

AT A GLANCE:

TOTAL BUDGET: \$2,874,714 | 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	Final 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
TOTAL RDA CITY-WIDE HOUSING	0.60	0.60	1.23	1.23