



Midvale City  
7505 South Holden Street  
Midvale, UT 84047  
801-567-7200  
[www.midvalecity.org](http://www.midvalecity.org)

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**THE REDEVELOPMENT AGENCY OF MIDVALE CITY  
MEETING AGENDA  
October 06, 2015**

**PUBLIC NOTICE IS HEREBY GIVEN** that the **Redevelopment Agency of Midvale City** will hold a regular meeting on the **6th Day of October, 2015** at Midvale City Hall, 7505 South Holden Street, Midvale, Utah as follows:

**7:00 p.m. – Or Immediately Following the City Council Meeting**

**REGULAR MEETING**

**I. GENERAL BUSINESS**

A. Roll Call

**II. CONSENT AGENDA**

A. Approve Minutes of September 22, 2015 [*Rori Andreason, H.R. Director/City Recorder*]

**III. ACTION ITEMS**

A. Consider Resolution No. 2015-11RDA Authorizing the Execution of a Tax Increment Reimbursement Agreement between the Redevelopment Agency of Midvale City and Riverwalk Investments II, LLC [*Annaliese Eichelberger, Project Manager*]

B. Consider Resolution No. 2015-12-RDA Authorizing the Chairperson to execute a contract with Logan Simpson Design, Inc. for the design and construction management of the Bingham Junction Park project [*Danny Walz, RDA Director*]

**IV. DISCUSSION ITEMS**

A. Discuss potential locations for 2016 Public Art Commission [*Annaliese Eichelberger, Project Manager*]

**V. 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

A copy of the foregoing agenda was provided to the news media by email and/or fax; the agenda was posted in the City Hall Lobby, the 2<sup>nd</sup> Floor City Hall Lobby, on the City's website at [www.midvalecity.org](http://www.midvalecity.org) and the State Public

Redevelopment Agency Meeting

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Notice Website at <http://pmm.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.

**PLEASE MAKE SURE ALL CELL PHONES ARE TURNED OFF DURING THE MEETING**

Date Posted: October 1, 2015

**RORI L. ANDREASON, MMC  
H.R. DIRECTOR/CITY RECORDER**



**REDEVELOPMENT AGENCY REGULAR MEETING**  
*Minutes*

**Tuesday September 22, 2015**  
**Council Chambers**  
**7505 South Holden Street**  
**Midvale, Utah 84047**

**CHAIR:** JoAnn Seghini

**BOARD MEMBERS:** Board Member Paul Glover  
Board Member Paul Hunt  
Board Member Stephen Brown  
Board Member Quinn Sperry  
Board Member Wayne Sharp

**STAFF:** Kane Loader, City Manager; Phillip Hill, Asst. City Manager/CED Director; Laurie Harvey, Assistant City Manager/Admin. Services Director; Rori Andreason, City Recorder/H.R. Director; Bob Davis, Public Works Director; Chad Woolley, City Attorney; Danny Walz, Redevelopment Agency Director; Annaliese Eichelberger, RDA Coordinator; and Jarin Blackham, IT Manager.

Chair Seghini called the meeting to order at 6:36 p.m.

**I. ROLL CALL**

Board Members, Paul Hunt, Stephen Brown, Quinn Sperry, Wayne Sharp, and Paul Glover were present at roll call.

**II. CONSENT AGENDA**

**A. APPROVE MINUTES OF AUGUST 18, SEPTEMBER 1, and SEPTEMBER 8, 2015**

**MOTION:** Board Member Wayne Sharp **MOVED** to approve the Consent Agenda. Board Member Paul Hunt **SECONDED** the motion. Chair Seghini called for discussion on the motion. There being none, she called for a roll call vote. The voting was as follows:

Board member Paul Glover	Aye
Board member Paul Hunt	Aye
Board member Stephen Brown	Aye
Board member Quinn Sperry	Aye
Board member Wayne Sharp	Aye

**III. ACTION ITEMS**

**A. APPROVE RESOLUTION NO. 2015-10RDA CREATING THE MAIN STREET PROJECT AREA**

Annaliese Eichelberger said on September 8, 2015, staff brought before the Redevelopment Agency of Midvale City Board of Directors the discussion to designate Midvale Main Street a Community Development Project Area. With direction from the Chief Administrative Officer and Board, the Agency

has elected to make this area a priority for redevelopment. The overall goal in creating this project area is to strengthen historic Main Street and improve the surrounding commercial and residential.

By definition, a Community Development Area is a project area created through negotiation and approval of Interlocal agreements with participating taxing entities. To assist with this process, the Agency has engaged the services of attorney Craig Smith with Smith Hartvigsen. Staff will begin working with the consultants to draft the plan and budget for a public hearing on November 16th. The Board will allow for public comment and consider approval of the resolutions adopting the plan and budget. Following the public hearing the Agency will begin drafting and negotiating Interlocal agreements with the individual taxing entities, including Midvale City. The Interlocal agreements include the budget and other terms such as the length of the project area and total amount of tax increment. Staff anticipates approval of the Interlocal agreements by the end of February.

The timing of the project area adoption coincides perfectly with the City's General Plan update and staff will be working to incorporate the Agency's objectives with the City's policies and implementation. The resolution has been prepared by J. Craig Smith and Adam Long of Smith Hartvigsen.

**FISCAL IMPACT:**

The Main Street budget will be prepared along with the draft project area plan and will come before the Board for approval.

**MOTION:** Board Member Paul Hunt **MOVED** that we adopt Resolution No. 2015-10RDA authorizing the designation of the Midvale Main Street CDA, the preparation of a CDA plan and budget and authorizing and directing all necessary action by the agency, staff, and counsel. Board Member Stephen Brown **SECONDED** the motion. Chair Seghini called for discussion on the motion. There being none, she called for a roll call vote. The voting was as follows:

Board member Paul Glover	Aye
Board member Paul Hunt	Aye
Board member Stephen Brown	Aye
Board member Quinn Sperry	Aye
Board member Wayne Sharp	Aye

**IV. ADJOURN**

**MOTION:** Board Member Wayne Sharp **MOVED** to adjourn. Board Member Stephen Brown **SECONDED** the motion. Chair Seghini called for discussion on the motion. There being none, she called for a call vote. The motion passed unanimously.

Chair Seghini declared the meeting adjourned at approximately 6:40 p.m.

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

Approved this \_\_\_ day of October, 2015



**Redevelopment Agency of MIDVALE CITY  
SUMMARY REPORT**

**MEETING DATE: OCTOBER 6, 2015**

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**SUBJECT:** Discussion and Action regarding Resolution No. 2015-11RDA authorizing the execution of a Tax Increment Reimbursement Agreement between the Redevelopment Agency of Midvale City and Riverwalk Investments II, LLC.

**SUBMITTED BY:** Annaliese Eichelberger, Project Coordinator

**SUMMARY:** On February 19, 2013, the Redevelopment Agency of Midvale City Board of Directors approved the creation of a program for the reimbursement of a percentage of the incremental costs associated with projects within the Bingham Junction Project Area. The overall goal of the program is to facilitate and attract development to the area that has a positive impact for Midvale City. The program was created to provide reimbursement for projects that increase tax value, provide high paying jobs, attract prominent tenants, promote green building standards or encourage good planning design.

The attached reimbursement agreement is separate from the master reimbursement agreement that was executed with Littleton and subsequently assigned to Mercer Bingham Junction LLC and Arbor Gardner Bingham Junction Holdings LC. It is a limited obligation payable from the tax increment of the specific project and subordinate to any prior tax increment obligations of the Agency including the debt service of current and future bonds as well as the Agency's administration costs.

The agreement details the requirements the owner must satisfy in order to receive the portion of tax increment. The attached agreement represents a commitment for reimbursement from tax increment up to an amount of \$650,000. The Agency will reimburse the developer through annual payments for a period of seventeen (17) years or until the costs have been paid, whichever comes first. Over the course of the agreement, the owner must continue to meet the requirements for reimbursement. If not, the Agency has the option to reduce the reimbursement payment.

The reimbursement agreement has been prepared by Tom Berggren of Jones Waldo and has been reviewed by legal counsel for Riverwalk Investments II, LLC.

**FISCAL IMPACT:** The reimbursement agreement will be subordinate to the Agency's existing obligations. Future payments will be allocated within future budgets as funds are available. The Owner is responsible for paying the initial costs of the project and the reimbursement is limited by the amount of tax increment generated from the property.

**RECOMMENDED MOTION:** I move that we adopt Resolution No. 2015-11RDA authorizing the execution of a Tax Increment Reimbursement Agreement between the Redevelopment Agency of Midvale City and Riverwalk Investments II, LLC.

**ATTACHMENTS:**

- Resolution No. 2015-11RDA, Tax Increment Reimbursement Agreement
- Tax Increment Reimbursement Agreement between Agency and Riverwalk Investments II, LLC

**RESOLUTION No. 2015-11RDA**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX INCREMENT REIMBURSEMENT AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF MIDVALE CITY AND RIVERWALK INVESTMENTS II, LLC**

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

**WHEREAS**, the Board of Directors of the Redevelopment Agency of Midvale City adopted the Bingham Junction Redevelopment Plan on August 10, 2004; and

**WHEREAS**, the Board of Directors of the Redevelopment Agency of Midvale City adopted the Tax Increment Reimbursement Program on February 19, 2013; and

**WHEREAS**, the Board of Directors of the Redevelopment Agency of Midvale City desire to redevelop the Bingham Junction site and attract development that has a positive impact for Midvale City.

**NOW THEREFORE BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF MIDVALE CITY, STATE OF UTAH**, that the Board of Directors does hereby authorize the Chief Administrative Officer and Executive Director to execute the Tax Increment Reimbursement Agreement in the form attached subject to such other terms and conditions as recommended by Agency's legal counsel.

**PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF MIDVALE CITY, STATE OF UTAH**, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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JoAnn B. Seghini  
Chief Administrative Officer

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Kane Loader  
Executive Director

ATTEST:

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Rori L. Andreason, MMC  
Secretary

**Voting by the Board:**

Steve Brown  
Paul Glover  
Quinn Sperry  
Paul Hunt  
Wayne Sharp

**“Aye”**

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**“Nay”**

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**TAX INCREMENT REIMBURSEMENT AGREEMENT**  
**(Bingham Junction Project Area)**

THIS TAX INCREMENT REIMBURSEMENT AGREEMENT is made and entered into this \_\_\_\_ day of September, 2015, between the **Redevelopment Agency of Midvale City**, a public agency (“Agency”), and **Riverwalk Investments II, LLC**, a Utah limited liability company (“Developer”), sometimes collectively referred to as the “Parties,” and individually, as a “Party.”

RECITALS

A. Agency exercises its functions and powers and is organized and existing under the provisions of the Community Development and Renewal Agencies Act, Section 17C-4-101, et seq., Utah Code Ann. 1953, as amended from time to time (the “Act”).

B. Agency approved, and Midvale City through its City Council adopted, the Bingham Junction Project Area Redevelopment Plan on August 10, 2004 (the “Project Area Plan”), which covers that certain real property located in Midvale City, Utah, as depicted in the Project Area Plan (the “Project Area”).

C. Under the Act and pursuant to the Project Area Plan and the Project Area Budget adopted pursuant thereto, Agency is entitled to receive certain tax increment from the Project Area (as defined below, the “Tax Increment”).

D. Developer intends to construct a building or buildings and related improvements (as defined below, the “Developer Improvements”) in the Project Area on the real property described on Exhibit A attached hereto (the “Property”).

E. Agency is willing to reimburse Developer for a portion of the construction costs of the Developer Improvements (as defined below, the “Developer Costs”) from a portion of the Tax Increment from the Property (as defined below, the “Property Tax Increment”) on the terms and conditions set forth herein.

F. Agency and Developer agree that the Agency’s obligation to reimburse Developer for a portion of the Developer Costs shall be a special limited obligation payable solely from the Property Tax Increment as Agency receives such Tax Increment from the payment of taxes levied on the Developer Improvements, and that such limited obligation shall be secondary and subordinate to any other prior Tax Increment obligations of the Agency, as more fully provided hereafter.

G. Developer acknowledges that the Developer Improvements need to be completed pursuant to and in accordance with the provisions of the Development Agreement (as defined below) with Midvale City.

NOW, THEREFORE, in consideration of the terms and conditions hereby agreed to, and other good and valuable consideration, the Parties hereby agree as follows:

1. Recitals. The above Recitals are incorporated herein as material factual context and expressions of intent for this Agreement.

2. Definitions. As used herein, terms shall have the meaning as set forth in the Act, unless otherwise defined in this Section or in the Recitals. The following terms shall have the meanings respectively indicated:

2.1 “Act” shall have the meaning set forth in Recital A.

2.2 “Agency” means the Redevelopment Agency of Midvale City, a public agency exercising its functions and powers and organized and existing under the Act, and includes any successor designated by Agency or succeeding to Agency.

2.3 “Annual Payments” shall have the meaning set forth in Section 4.1.

2.4 “Application” means the Application for Reimbursement of Tax Increment that was submitted by Developer to Agency.

2.5 “City” means Midvale City, Utah, a municipal corporation under the laws of the State of Utah.

2.6 “Developer” means Riverwalk Investments II, LLC, a Utah limited liability company.

2.7 “Developer Costs” means the actual costs incurred by Developer in connection with the construction of the Developer Improvements.

2.8 “Development Agreement” means that certain Development Agreement for the Topgolf Project dated April 15, 2015 between Developer and the City.

2.9 “Developer Improvements” means the buildings and improvements to be constructed on the Property substantially in accordance with the Final Site Plan.

2.10 “Developer Requirements” means the requirements set forth in Exhibit B.

2.11 “Developer Tax Increment Share” means seventy-five percent (75%) of the Property Tax Increment.

2.12 “Events of Force Majeure” means any event or period of delay preventing the performance of Developer’s obligations, which delay is caused by strikes, lock-outs, fire or other casualty, inclement weather abnormal for the period of time and not reasonably anticipatable, the elements or acts of God, war, riot, insurrections or shortages of or unusual delays in the delivery of construction materials (which have been ordered in a timely manner) or other causes, other than financial and managerial, beyond the reasonable control of Developer, or its subcontractors of any tier, agents or employees.

2.13 “Final Site Plan” shall have the meaning set forth in the Development Agreement.

2.14 “Initial Conditions” shall have the meaning set forth in Section 4.2.

2.15 “Payment Conditions” shall have the meaning set forth in Section 4.3.

2.16 “Project Area” shall have the meaning set forth in Recital B.

2.17 “Property” shall have the meaning set forth in Recital D.

2.18 “Property Base Taxable Value” means, with respect to the Property, the amount agreed upon by the Parties for the purposes of this Agreement, which is \$4,011,544 (and not what “base taxable value” means under the Act).

2.19 “Property Tax Increment” means the portion of the Tax Increment that is generated from the Developer Improvements that is paid to the Agency and available for reimbursement pursuant to the terms of this Agreement after deduction of all previously committed reimbursement obligations from the Tax Increment, except that the term “base taxable value” for the purposes of calculating Property Tax Increment under this Agreement shall mean the dollar amount specified in the definition of “Property Base Taxable Value” above and not the amount that would result from using the definition in the Act of such term. Under the Project Area Plan and the Project Area Budget, the Agency is entitled to collect 80% of the Tax Increment.

2.20 “Reimbursement Cap” means Seven Hundred and Fifty Thousand Dollars (\$750,000).

2.21 “Reimbursement Term” means the tax years 2016 through 2033.

2.22 “Substantial Completion” means that (a) the Developer Improvements have received a certificate of occupancy from the City and (b) the Developer Improvements have been completed in accordance with the requirements in the Development Agreement.

2.23 “Substantial Completion Outside Date” means May 31, 2016.

2.24 “Tax Increment” shall have the meaning set forth in the Act.

### 3. Completion of Project.

3.1 Completion of Developer Improvements. Developer shall construct or cause to be constructed the Developer Improvements in accordance with the Final Site Plan and as contemplated by this Agreement. Subject to Events of Force Majeure, Developer shall cause the Substantial Completion of the Developer Improvements no later than the Substantial Completion Outside Date.

3.2 [Intentionally Omitted].

3.3 No Agency Responsibility. Developer shall be solely responsible for errors and omissions in any construction documents pertaining to the Developer Improvements prepared by Developer or Developer's consultants or agents, change orders thereto, and shop drawings and other submittals interpreting them and for their accuracy, suitability, technical adequacy and compliance with applicable laws, codes, ordinances and regulations. Developer shall be solely responsible for compliance with all building codes and other laws and requirements of governmental authorities having jurisdiction.

3.4 City and Other Governmental Agency Permits and Agreements. Before commencement of any construction, development or work on the Property, Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City or any other governmental agency having jurisdiction over such construction, development or work. Developer acknowledges that Agency is a separate entity from the City, and Agency's approvals of any documents does not constitute approval by the City.

3.5 Local, State and Federal Laws. Developer shall carry out the construction of the Developer Improvements in conformity with all applicable federal, state and local laws, ordinances, governmental orders and permits.

3.6 Cost of Construction of Development Improvements. The cost of developing and constructing the Developer Improvements and all other costs related thereto shall be borne solely by Developer.

3.7 Completion Certificate. After Substantial Completion and after the satisfaction of the Initial Conditions, Agency shall furnish Developer a certificate of completion ("Certificate of Completion") upon written request by Developer. A Certificate of Completion shall be in recordable form and may, at the option of Developer, be recorded in the Recorder's Office of Salt Lake County. A Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of any mortgage, or any insurer of a mortgage securing money loaned to finance the Developer Improvements, or any part thereof.

3.8 Indemnity. Developer agrees to hold and indemnify Agency and the City, together with their respective officers, employees and agents harmless from, all liability, loss, damage, costs or expenses (including attorney's fees and court costs) arising from or as a result of the death of a person or any accident, injury, loss or damage caused to any person or the property of any person which shall occur during the term of this Agreement on the portions of the Property to the extent directly or indirectly caused by the acts, errors or omissions of Developer or its agents, employees, servants or contractors. Developer shall defend Agency and the City, as the case may be, in any action or claim for which Agency and the City, as the case may be, is indemnified hereunder, with counsel selected by Developer subject to the approval by Agency and/or the City; provided, in the event Developer's insurance company assumes the liability and defense of any action or claim for which Agency and/or the City is indemnified hereunder, Agency and/or the City will approve such insurance company's counsel so long as the insurance company and its

counsel each represent all of Agency's and/or the City's interests and such counsel does not have a conflict of interest in any such action or claim.

3.9 Rights of Access. For the purpose of assuring compliance with this Agreement, representatives of Agency shall have the right of access to the Property at their sole risk and hazard without charges or fees during construction of the Developer Improvements for the purpose of monitoring compliance by Developer with its obligations under this Agreement, including, but not limited to, the inspection of the work being performed: provided, such representatives shall not interfere with the activities of Developer or its contractors, employees or agents in the Project Area. Representatives of the Agency shall provide reasonable advance notice to Developer of any inspection or similar entry on the Property and shall permit a representative of Developer to accompany such representatives during any such inspection. Developer shall not be liable for any loss, damage, cost or expense (including attorneys' fees and court costs) to such representatives or their property arising in connection with their entry on and inspection of the Project Area, and Developer shall be indemnified, released and held harmless against the same by Agency, unless, and to the extent that, such loss, damage, cost or expense arises from Developer's negligence or willful misconduct.

4. Reimbursement of Developer's Tax Increment Share.

4.1 Reimbursement. In order to reimburse Developer for a portion of the Developer Costs, Agency agrees to make a payment to Developer each year during the Reimbursement Term (an "Annual Payment") in an amount equal to Developer's Tax Increment Share until the earlier to occur of (a) Developer has received an amount equal to the Reimbursement Cap or (b) the expiration of the Reimbursement Term. After Developer has received payments from Agency in the amount of the Reimbursement Cap, or after the expiration of the Reimbursement Term, if earlier, Agency shall have no further obligations to Developer and this Agreement shall terminate as of the date of the final payment or the last day of the Reimbursement Term, as the case may be.

4.2 Condition to First Payment. Agency shall have no obligation to make the first Annual Payment unless each of the following conditions has been satisfied (collectively referred to as the "Initial Conditions"):

(a) Substantial Completion. Subject to Events of Force Majeure, Developer shall have caused Substantial Completion no later than the Substantial Completion Outside Date.

(b) Compliance with Developer Requirements. Developer shall have provided written evidence that the Developer Requirements have been satisfied.

(c) Payment for City's Developer Fee. Developer shall have paid to the City all outstanding developer fees or developer costs associated with the Developer Improvements.

4.3 Additional Conditions to Each Payment. Agency shall have no obligation to make an Annual Payment unless each of the following conditions has been satisfied (collectively referred to as the “Payment Conditions”):

(a) Developer shall have delivered to Agency a copy of the applicable property tax notices for the Property no later than on December 31 of the prior tax year (i.e., for an Annual Payment due March 31, 2017, Developer must provide to Agency a copy of such tax notices for the 2016 tax year by December 31, 2016).

(b) Developer shall have delivered to Agency no later than on December 31 of the prior tax year evidence that the property taxes for the Property were timely paid to Salt Lake County (i.e., no later than on November 30 of such tax year) for the prior tax year (i.e., for an Annual Payment due March 31, 2017, Developer must provide to Agency such evidence for the 2016 tax year by December 31, 2016).

(c) Developer shall have provided written notice that the Developer Improvements continue to satisfy the Developer Requirements.

(d) Developer shall not be in default under this Agreement beyond any applicable cure periods.

Notwithstanding anything in this Agreement to the contrary, failure of Developer to satisfy the Payment Conditions for any given Annual Payment, or the failure of Developer to request an Annual Payment in any given year, shall not forfeit Developer’s right to subsequently seek and obtain such Annual Payments in conjunction with the subsequent Annual Payment (i.e. for one year only).

4.4 Approval of Submittals. Agency shall not unreasonably withhold its approval of any submittal so long as such submittal is consistent with (a) the description of the Developer Improvements in the approved Application and (b) the Developer Requirements.

4.5 Tax Increment Reimbursement and Procedures. Provided that the all of the Initial Conditions and all of the Payment Conditions have been fully and timely satisfied by Developer, Agency shall make each Annual Payment by the later of (a) March 31 following the applicable tax year or (b) thirty (30) days following Agency’s receipt of Tax Increment from Salt Lake County. The first Annual Payment due hereunder is currently scheduled for March 31, 2017, but such schedule is based only on the projected dates for compliance with this Agreement, including the projected time for construction, and the actual schedule (in addition to the amount) may differ.

4.6 Reduction in Annual Payment. In the event that some but not all of the Developer Requirements are satisfied at the time an Annual Payment is due, Agency may reasonably reduce or withhold such Annual Payment for up to but not exceeding one year, until such Developer Requirements are satisfied. After one year without Agency agreeing

to make such a payment, Agency shall no longer be obligated to respond to a request from Developer.

4.7 Subordination. Payment of Developer's Tax Increment Share shall be subordinate to Agency's payment of the following: (i) subject to Section 4.10 below, debt service on bonds or other indebtedness issued in relation to the Project Area and secured by a pledge of Tax Increment; (ii) pre-existing reimbursement obligations; and (iii) Agency's actual administration costs.

4.8 Maintenance of Records. Intentionally omitted.

4.9 Limited Obligation. Agency and Developer agree that Agency's obligation to pay the Developer's Tax Increment Share hereunder is a special limited obligation payable solely from the Property Tax Increment.

4.10 Agency's Encumbrance of Tax Increment or Tax Increment. Developer and Agency agree that Agency may from time to time and at any time issue bonds and other indebtedness that may be secured by the Tax Increment, and which are payable senior to and ahead of the obligations of Agency under this Agreement; provided that (a) the issuance of such bonds or indebtedness shall not release Agency from its obligations under this Agreement, and (b) the estimated aggregate Tax Increment for each year to be received by the Agency is expected to equal or exceed 120% of the debt service or payments on such bonds or indebtedness. The amounts due under this Agreement shall be amortized over the remaining term of such bonds or indebtedness when calculating the debt service, but in no event shall the calculation assume that Developer shall receive a greater proportion of Tax Increment than it is entitled to receive under this Agreement. If necessary, Agency may prepay or defease, at Developer's option, Developer's Tax Increment Share to meet the 120% test.

4.11 Prepayment. Agency may elect at any time to prepay all or any portion of the Reimbursement Cap without the consent of Developer. At Agency's election, to be exercised in writing on or before the date of prepayment, any prepayment shall proportionately reduce the percentage of Tax Increment to be paid pursuant to this Section 4, i.e., a prepayment of ten percent (10%) of the amount owing with respect to the Reimbursement Cap would reduce the proportion of Tax Increment to be paid annually from [seventy-five percent (75%)] to [sixty-seven point five percent (67.5%)], resulting in a ten percent (10%) reduction in annual payments.

4.12 Limitations on Tax Increment. Developer acknowledges that increases in taxes due to a factored increase in the assessed value, a change in the tax rates, or to items described in the Act, cannot be paid by Agency because Agency does not receive these increases as a part of Tax Increment. Further, Tax Increment may be adjusted, diminished or discontinued in the future by actions of governmental agencies and bodies, including, without limitation, the Salt Lake County Assessor, the Salt Lake County Auditor (which might include, among other things, a reassessment of the Project after Agency files its request for Tax Increment), taxing entities, the Utah Tax Commission, and the Utah

legislature. Consequently, Agency makes no representation (and Developer assumes all risk) with regard to the amount of Tax Increment (if any) that will be available to make the Annual Payments.

4.13 Tax Appeals. During the Reimbursement Term, Developer shall not protest or appeal any property taxes unless Developer notifies Agency in advance. Developer acknowledges and agrees that, in the event that Developer pays any property taxes under protest or otherwise appeals or disputes its liability for any property taxes, Agency shall have the option of not paying a portion of the Annual Payment otherwise due equal to the amount being so protested or appealed. Developer agrees that if Salt Lake County demands a refund from Agency of any property taxes paid to Agency that Agency had previously used for an Annual Payment, Developer shall immediately upon notice from Agency refund to Agency an amount equal to the amount being claimed by Salt Lake County, and if Developer has not made such refund by the time that the next Annual Payment is due, Agency may set off against such Annual Payment the amount owed by Developer to Agency.

5. Representations and Warranties. Developer represents and warrants to Agency as follows:

5.1 Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Utah.

5.2 Developer has the full right, power and authority to enter into and perform this Agreement. The execution, delivery, and performance by Developer of this Agreement does not and will not conflict with, or result in the breach or termination of any provision of, or constitute a default under, any indenture, mortgage, deed of trust, lease contract, or other instrument or agreement or any order, judgment, award, or decree to which Developer is subject or by which the assets of Developer may be bound.

5.3 Developer has not received notice of any claims, actions, suits, or other proceedings pending or, to the best of Developer's knowledge, threatened by any governmental department or agency, or any other entity or person, pertaining to the Property.

5.4 All information provided in the Application, and all other information provided to Agency to date, was true and correct.

5.5 All information provided to Agency in all future submittals shall be true and correct.

5.6 Neither it nor any of its members, managers, employees or officers has: (1) provided an illegal gift or payoff to a City Employee or Elected Officer (as such terms are defined in the Utah Municipal Officers' and Employees' Ethics Act (the "Ethics Act")) or an Agency employee or officer or a former City Employee or Elected Officer or Agency officer or employee, or his or her relative or business entity; (2) retained any person to

solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the Ethics Act; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City Employee or Elected Officer or an Agency employee or officer or a former City Employee or Elected Officer to breach any of the ethical standards set forth in the Ethics Act.

6. Default. The Parties agree as follows:

6.1 Default. Neither Party shall be in default under this Agreement unless such Party fails to perform an obligation required under this Agreement within thirty (30) days after written notice is given to the defaulting Party by the other Party, reasonably setting forth the respects in which the defaulting Party has failed to perform such obligation. If the nature of the defaulting Party's obligation is such that more than thirty (30) days are reasonably required for performance or cure, the defaulting Party shall not be in default if such Party commences performance within such thirty (30) day period) and after such commencement diligently prosecutes the same to completion.

6.2 Remedies. In the event of an uncured default by Agency within the applicable time for performance and cure period, Developer shall have all remedies available at law or in equity. In the event of an uncured default by Developer of obligations and covenants pertaining to the Developer Improvements within the applicable time for performance and cure period (including, without limitation, any period during which a Mortgagee is entitled to notice and/or may cure), Agency may at its option, either (i) refuse to pay any Annual Payment until the default is fully cured, or (ii) reduce the amount of the Developer's Tax Increment Share by the amount incurred by Agency to cure such default and/or the loss sustained by Agency as a result of such default.

6.3 Attorneys' Fees. If either Party to this Agreement or their successors and assigns commences a legal or equitable proceeding, whether litigation, arbitration or otherwise, respecting any question between the Parties to this Agreement arising out of or relating to this Agreement or the breach thereof, the prevailing Party in such dispute resolution proceeding shall be entitled to the recovery of a reasonable attorneys' fee and all other reasonably incurred costs and expenses of the successful prosecution or defense of such proceeding.

7. Miscellaneous.

7.1 Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement.

7.2 Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

7.3 Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing and shall be deemed to be delivered, whether actually received or not, three (3) days after deposit in a regularly maintained receptacle for the United States mail, registered or certified (or another commercially acceptable means requiring a return receipt), postage prepaid, addressed as follows:

If to Developer: Riverwalk Investments II, LLC  
166 East 14000 South, Suite 210  
Draper, UT 84020  
Attn: Executive Manager

If to Agency: Redevelopment Agency of Midvale City  
Attention: Executive Director  
655 West Center Street  
Midvale, Utah 84047-7123

Such communications may also be given by facsimile transmission or electronic mail, provided any such communication is concurrently given by one of the above methods. Notices shall be deemed effective upon the receipt, or upon attempted delivery thereof if the delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means of accomplishing delivery.

7.4 Governing Law. This Agreement is intended to be performed in the State of Utah, and the laws of Utah shall govern the validity, construction, enforcement and interpretation of this Agreement.

7.5 Amendments. This Agreement may be amended or supplemented only by an instrument in writing executed by both Agency and Developer.

7.6 Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by Agency and Developer, Agency and Developer agree to perform, execute and deliver or cause to be performed, executed, and delivered any and all such further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby. Such further acts shall include minor modifications which may otherwise interfere with or inhibit the ability of the Agency to issue bonds, and Developer further agrees not to unreasonably withhold approval of any such minor modifications necessary for the issuance of bonds.

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

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

7.9 Exhibits. All references to “Exhibits” contained herein are references to exhibits attached hereto, all of which are deemed incorporated herein and made a part hereof for all purposes.

7.10 Transfer and Assignment. Until the satisfaction of all of the Initial Conditions, Developer shall not assign, transfer or convey, directly or indirectly, any rights or obligations under the terms of this Agreement. After the satisfaction of all of the Initial Conditions, Developer may assign this Agreement, subject to the written approval of Agency, such approval not to be unreasonably withheld so long as (a) such assignment is to only one assignee (i.e. there will only be one party as “Developer” hereunder at any given time), (b) such assignee assumes all of the obligations of Developer hereunder pursuant to an agreement in form and substance satisfactory to Agency, and (c) Agency is promptly given notice of such assignment.

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

7.12 Governmental Immunity. Nothing in this Agreement shall be deemed to constitute or imply a waiver, modification or alteration of the caps or limitations on liability or privileges, immunities or other protection available to Agency under the Utah Governmental Immunity Act or such other statutes or laws affording governmental agencies caps or limitations on liability or privileges, immunities or other protections.

7.13 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never composed a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement, provided, however, that such illegal, invalid or unenforceable provision does not relieve Developer from any obligation for Developer Costs for which Agency has an obligation to reimburse Developer under the provisions of this Agreement.

7.14 No Third-Party Rights. This Agreement does not create any rights or benefits to third parties unless otherwise expressly stated.

7.15 Integration. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the Parties hereto.

*[Signature pages to follow.]*

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

AGENCY:

REDEVELOPMENT AGENCY OF MIDVALE CITY

By \_\_\_\_\_

JoAnn Seghini  
Chief Administrative Officer

By \_\_\_\_\_

Kane Loader  
Executive Director

DEVELOPER:

RIVERWALK INVESTMENTS II, LLC,  
a Utah limited liability company

By: Wadsworth Riverwalk II, LLC,  
a Utah limited liability company  
Its: Manager

By: Wadsworth & Sons III, LLC,  
a Utah limited liability company  
Its: Manager

By \_\_\_\_\_

Kip L. Wadsworth  
Manager

Legal Description of Property

Lot 1 of the River Walk at Bingham Junction, Phase 2 Amended, as recorded with the Official Records of Salt Lake County on February 19, 2015 as Entry No. 11995626.

Parcel ID No.: 21-26-227-002

Developer Requirements

1. The Developer Improvements represent a substantial benefit to Midvale City because the project involves a tenant that provides a unique, regional destination entertainment use.
2. The Developer Improvements shall have an assessed value of at least \$14,000,000, as shown on the records of Salt Lake County.



**Redevelopment Agency of MIDVALE CITY**  
**SUMMARY REPORT**

**MEETING DATE: OCTOBER 6, 2015**

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**SUBJECT:** Discussion and Action regarding Resolution No. 2015-12-RDA authorizing the Chairperson to execute a contract with Logan Simpson Design, Inc. for the design and construction management of the Bingham Junction Park project.

**SUBMITTED BY:** Danny Walz, Redevelopment Director

**SUMMARY:** Over the past year, Agency staff has been working on the design for proposed improvements to the Bingham Junction Park. The project was presented to the Board on April 14, 2015. The initial design was completed by Logan Simpson Design under the existing consulting contract with the City. The Agency is ready to prepare the construction documents and solicit bids for the project; however, the proposed architectural costs warrant execution of a separate contract to complete the final phases.

The Agency currently has \$950,000 budgeted for the first phase of this project that includes the overall site improvements to the park. The second phase of the project provides for the construction of a softball field and related upgrades. Funding for this phase is currently being sought through the County's TRCC funding. In order to secure the best pricing for the project, staff would like to solicit bids over the winter and begin construction the first of spring.

The proposed agreement provides authorization to proceed with the Scope of Work in accordance with the current and active agreement between Logan Simpson and Midvale City. If the Board is comfortable proceeding with the design and solicitation of the project staff recommends approval of the resolution and execution of the agreement.

**FISCAL IMPACT:** The total costs are estimated at \$1,500,000 for both phases of the project. The Agency currently has \$950,000 budgeted for phase one which includes the architectural fees and is seeking \$665,000 from the County for phase two. The proposed agreement includes a lump sum fee of \$116,896.00 that covers both phases. If the Agency is not successful in securing funding from the County then the Board can determine whether additional funds for phase two should be allocated in future Agency budgets or if the project proceeds with only phase one.

**RECOMMENDED MOTION:** I move that we adopt Resolution No. 2015-12-RDA authorizing the Chairperson to execute a contract with Logan Simpson Design, Inc. for the design and construction management of the Bingham Junction Park project.

**ATTACHMENTS:** Resolution No. 2015-12-RDA, Proposed Fee Estimate, Authorization to Proceed and Preliminary Cost Estimate.

**RESOLUTION No. 2015-12-RDA**

**A RESOLUTION AUTHORIZING THE CHAIRPERSON TO EXECUTE A CONTRACT WITH LOGAN SIMPSON DESIGN, INC. FOR THE DESIGN AND CONSTRUCTION MANAGEMENT OF THE BINGHAM JUNCTION PARK PROJECT**

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

**WHEREAS**, the Board of Directors of the Redevelopment Agency of Midvale City adopted the Bingham Junction Redevelopment Plan on August 10, 2004; and

**WHEREAS**, the Board of Directors of the Redevelopment Agency of Midvale City desire to redevelop the Bingham Junction park and provide additional amenities for the residents of Midvale City; and

**WHEREAS**, on May 8, 2012, Midvale City entered into a contract with Logan Simpson Design, Inc. for architectural, design and related services; and

**WHEREAS**, the Board of Directors of the Redevelopment Agency of Midvale City desires to proceed with the preparation of construction documents, solicitation of bids and construction management for the Bingham Junction Park project.

**NOW THEREFORE BE IT RESOLVED**, based on these findings, the Board of Directors authorizes the Chairperson to enter into an agreement with Logan Simpson Design, Inc. for the design and construction of the Bingham Junction Park project.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_, 2015.

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JoAnn B. Seghini  
Chairperson

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Kane Loader  
Executive Director

ATTEST:

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Rori L. Andreason, MMC  
Secretary

**Voting by the Board:**

Steve Brown  
Paul Glover  
Quinn Sperry  
Paul Hunt  
Wayne Sharp

**“Aye”**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**“Nay”**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



L O G A N S I M P S O N

April 14, 2015

Mr. Danny Walz  
City of Midvale  
7505 South Holden Street  
Midvale, Utah 84047

Subject: Bingham Junction Park Construction Drawings

Dear Mr. Walz:

We appreciate the opportunity to continue our partnership with the City of Midvale and are excited to provide our assistance with the continued design and construction of Bingham Junction Park. As requested, we are providing construction document design and coordination fees for the entire park east of the detention basin. Our fee and design services are based on the attached master plan and preliminary cost estimate. We understand that our fee and construction budget may vary based on the City's budget and the County's contributions. Based on our conversations, we understand the City's available budget to be around \$900,000 and we are hoping to negotiate about \$600,000 to \$700,000 contribution from the County. This would provide us with a total construction budget including professional fees of approximately \$1.5 million. We can work with you, if needed, to modify this budget.

Sincerely,

David A. Harris, PLA  
Senior Associate

Attachments: Scope of Work  
Fee Estimate



# F E E E S T I M A T E

## **PROJECT UNDERSTANDING**

Logan Simpson will be the lead consultant with Horrocks Engineers, WPA Architects, and BNA Engineers as subconsultants. Horrocks will provide civil services for grading, drainage, sewer, water, and geotechnical services. WPA will provide architecture design for the restroom building and BNA will provide electrical engineering services for the sports lighting, restroom, parking, path, and other receptacles and circuits needed for the park. The design team will provide 100% construction drawings for the entire park based on an approved budget and program. We will collectively re-visit the master plan to ensure the program items and budgets are approved prior to proceeding with detail design. The existing parking lot will remain in place and extended to the east as shown on the master plan. The existing play structure and most of the existing asphalt jogging path will remain in place all other existing structures and irrigation will be destroyed to accommodate the new design. The existing irrigation service, meter, and some of the valves and irrigation equipment could be salvages based on our collective evaluation.

Improvements to the wetland area west of the ball field, the interactive play feature and sport court are not included in this scope of work based on our preliminary budget constraints. These items can be planned and designed in a future phase. The following is our proposed scope of work and deliverables.

## **TASK 1 CONSTRUCTION DOCUMENTS (60%-100%)**

Logan Simpson will coordinate and provide 100% complete construction documents as outlined below. Before commencing design, we will meet with the City and team to refine the preliminary cost estimate and master plan to ensure we meet the City's program needs and budget. If needed we will provide two public meetings where we can present the park master plans, address community comments and refine before proceeding with construction documents. With City approval, we will proceed with construction drawings produced at an appropriate scale on 24"x36" sheets and delivered both in hard copy and digital PDF for team use and coordination. The plans will be prepared and submitted for team review, coordination, and comment at 60% and 100%. Generally the following construction drawings will be coordinated and provided, although the final drawing list may change due to client and team comments and coordination during the design process:

- ▶ Coversheet index general notes
- ▶ Demolition and relocation plan
- ▶ Restroom architecture plan and details
- ▶ Landscape irrigation plan and details
- ▶ Landscape planting and layout and details
- ▶ Landscape grading plan
- ▶ Landscape lighting and electrical plan
- ▶ Project specifications
- ▶ Preliminary cost estimate at 60% and 100%

### **Task 1.1 Demolition and Relocation Plan**

- ▶ Coversheet index and general notes for construction drawing package.
- ▶ Provide civil survey of existing conditions, including storm drainage, man holes, play equipment, parking, and pathway.
- ▶ Provide a demolition plan showing all items to be demolished or protected in place.
- ▶ Provide plans, notes, and details of items to be relocated.
- ▶ Demolition plan will be coordinated with flood control district approval for proper detention quantities that will need to remain.

### **Task 1.2 Restroom Architecture Plan and Details**

- ▶ Logan Simpson will coordinate with our sub consultants to provide a complete set of permitted architecture plans for the restroom building, including MEP services.
- ▶ Geotechnical report will be coordinated by Horrocks.
- ▶ The restroom building will be a simple park building with vandal-proof fixtures and block construction with metal roof. We will coordinate directly with the City to ensure all fixtures and equipment meet the City or County standards for public facilities.
- ▶ Plan, elevations, details and specifications will be provided.

### **Task 1.3 Landscape Irrigation Plan**

- ▶ Design, coordinate, and detail landscape irrigation point of connection (POC). Evaluate critical flow analysis from POC to furthest head.
- ▶ Evaluate existing water service, meter, and static pressure for future use.
- ▶ Coordinate static pressure and mainline size. Consult with booster pump manufacturer, if needed, to design and coordinate pump location, electrical and other service needs with City and team members.
- ▶ Provide complete irrigation plan showing all mainlines, laterals, and equipment necessary to provide 100% complete, automatic irrigation to all landscape areas. Landscape equipment and design will be coordinated with City standards and guidelines as needed.
- ▶ Coordinate and provide irrigation details and specifications.

### **Task 1.4 Landscape Planting and Layout Plans**

- ▶ Develop overall low water use planting legend showing all trees, shrubs, and ground cover with symbols, quantities, botanical names, and common names.
- ▶ Provide planting plan sheets at an appropriate scale showing location of all trees, shrubs, and ground cover.
- ▶ Provide planting details and specifications.

### **Task 1.5 Landscape Grading Plan**

- ▶ Prepare and coordinate landscape grading plan with civil engineer to ensure major grading and drainage is coordinated with the City and flood control district detention volumes.

- ▶ The civil engineer will evaluate existing drainage patterns and storm drain structures, and will specify relocation needs to accommodate required storm events.
- ▶ A detailed grading plan will be provided showing spot grades for all major design elements including the parking lot, curb, gutter, drainage inlets, sidewalk centerlines, baseball fields, and aesthetic mounding. All grades will tie into existing grades and be coordinated with adjacent property lines, existing structures, and public rights of way.

### **Task 1.6 Landscape Lighting and Electrical Plan**

- ▶ Logan Simpson will coordinate with the City and electrical engineer to provide lighting and electrical design services for the park.
- ▶ Provide a parking lot lighting and security lighting plan as coordinated with the team.
- ▶ Coordinate design of lighting and footings for the baseball field sport lighting. If existing salvaged light poles are not acceptable by the Salt Lake County we will specify acceptable fixture approved by the City and County.
- ▶ Design electrical service for restroom buildings, shade structures, and receptacles.
- ▶ Design electrical service to the irrigation controller and booster pump if needed.
- ▶ Provide all details and specifications needed to provide electrical service to all park elements as identified in the master plan and coordinated with the client and team.

### **Task 1.7 Project Management/Meetings**

- ▶ Logan Simpson will coordinate project meetings as needed with the consultants and the clients. Generally we anticipate three to four meetings: a kick-off meeting with City and team members; 60% drawing review meeting; 100% drawing review meeting; and one final coordination meeting prior to bid negotiations, as needed.
- ▶ Provide project updates and coordination with City staff and consultants.

## **TASK 2 BID AND CONSTRUCTION MANAGEMENT**

- ▶ Coordinate with City staff to prepare the necessary information for bid document and advertisement. We assume the City will manage and provide the advertisement services.
- ▶ Provide and attend the Pre-bid meeting, address contractor questions, and issue addendum if needed.
- ▶ Review contractor bids, evaluate and make recommendation to City to determine the lowest qualified bidder.
- ▶ Provide and attend pre-construction meeting.
- ▶ Assist and provide construction drawing clarifications and change orders as needed. Review and approve project submittals.
- ▶ Provide eight construction observation visits and field reports.
- ▶ Scan and provide as-build drawings, as provided by the contractor.

### **TASK 3 CIVIL, GEOTECHNICAL, SURVEY AND STRUCTURAL ENGINEERING**

Horrocks will work collaboratively with the team to provide civil engineering, geotechnical, survey, and structural services for the park. The following services will be provided:

- ▶ Attend kick-off meeting and site visit.
- ▶ Provide a complete survey of existing conditions, structures, and utilities.
- ▶ Provide general grading and drainage review for entire site design.
- ▶ Relocation of existing drainage structure to new detention basin.
- ▶ Provide flood control detention calculations for revised detention area.
- ▶ Design for water and sewer connections to new restroom building.
- ▶ Civil design of parking lot and paving section.
- ▶ Coordination of construction drawings package, details, and specifications.

### **TASK 4 ARCHITECTURE SERVICES**

WPA will provide architecture design services for the restroom building. The following services will be provided:

- ▶ Complete permitted and approved architecture construction plans for the restroom building. WPA will coordinate and provide complete MEP and structural engineering for the building.
- ▶ BNA will coordinate directly with WPA for all electrical services.
- ▶ Horrocks will provide sewer and water in coordination with WPA.
- ▶ Horrocks will provide geotechnical services to WPA for footing and structural engineering use.
- ▶ WPA will coordinate and provide details, elevations, plans and specifications for the restroom building and assist with cost estimating and construction services.

### **TASK 5 ELECTRICAL ENGINEERING SERVICES**

BNA will provide electrical engineering services for both the park and the restroom building. BNA will coordinate directly with WPA regarding the restroom building and with Logan Simpson for the entire park site lighting and electrical services. The following services will be provided:

- ▶ Complete electrical engineering plans for the entire park including lighting for the baseball field, shade structures, plaza, parking and pathway's. BNA will coordinate directly with WPA for electrical services within the restroom building.
- ▶ Design of all circuits, power services, transformer's, meters, and electrical panels necessary for a 100% functional lighting and electrical system.
- ▶ Coordination of complete approved construction drawings for bid and installation.
- ▶ Construction and site observation services if needed.

## REIMBURSABLE EXPENSES

Project expenses will be provided at-cost, including, but not limited to travel, vehicle mileage, plotting, printing, copies, fax, delivery charges and materials provided that are directly related to this scope of work. Mileage is billed the current federal rate per mile. Plotting, printing and mounting of presentation boards will be billed at cost.

The following items are not included in our basic scope of services. Logan Simpson can coordinate and manage approved sub-consultants if required.

- ▶ Wetland area to the west.
- ▶ Environmental studies/clearances.
- ▶ Submittal fees, taxes, or permit costs.
- ▶ Services for items outside the limit of work.
- ▶ The interactive play feature and solar sport court are not included in this design phase due to our existing available budget. These items can be coordinate at a future time.

The proposed scope of work outlined above will be performed for a lump sum of \$116,896 plus reimbursable expenses.

1.0	CONSTRUCTION DOCUMENTS 60% - 100%	\$ 59,320
2.0	BID AND CONSTRUCTION MANAGEMENT	\$ 11,916
3.0	CIVIL GEOTECH, SURVEY AND STRUCTURAL ENGINEERING	
	3.1 Civil Grading and Drainage	\$ 22,160
	3.2 Geotechnical services and percolation test	\$ 3,500
	3.3 Survey and legal boundary of existing conditions	\$ 4,000
4.0	ARCHITECTURE SERVICES	\$ 9,500
5.0	ELECTRICAL ENGINEERING SERVICES	\$ 6,500
	<b>Total</b>	<b>\$ 116,896</b>
	ESTIMATED REIMBURSABLE EXPENSES	\$ 1,168.96

**AUTHORIZATION TO PROCEED**

After review of the scope of work and associated fee enclosed in this proposal the below parties agree to proceed with Professional Landscape Architecture Services for the above listed project in full accordance with the current and active Master Agreement Signed between Logan Simpson Design, Inc. and the Midvale City dated May 8, 2012 and unless otherwise specified herein, the performance of services and payment therefore shall be subject to the terms and conditions of said Agreement. The Services authorized are described in this Proposal.

**ACCEPTED:**

**OWNER – MIDVALE CITY**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME / TITLE: \_\_\_\_\_

NAME / TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CONSULTANT – LOGAN SIMPSON DESIGN, INC.**

BY: \_\_\_\_\_

NAME / TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



## PRELIMINARY COST ESTIMATE

3/13/2015

**Bingham Junction Park**  
March 13, 2015



### Preliminary Estimates of Probable Construction Costs

Item	Item Description	Qty.	Units	Unit Price	Total
<b>Site Work / Utilities</b>					
1	MOBILIZATION (5%)	1	L.S.	\$ 40,000.00	\$ 40,000.00
2	CLEARING AND GRUBBING	381,400	S.F.	\$ 0.05	\$ 19,070.00
3	FILL MATERIAL	19,000	CY	\$ 12.00	\$ 228,000.00
4	SITE GRADING	286,900	S.F.	\$ 0.04	\$ 11,476.00
5	SEWER - Road CUT W/ ASPHALT PATCH	1	EA.	\$ 8,000.00	\$ 8,000.00
6	SEWER SERVICE - 4"	270	LF	\$ 30.00	\$ 8,100.00
7	SEWER MAN HOLE	1	EA.	\$ 3,000.00	\$ 3,000.00
8	POWER CONNECTION (3" CONDUIT)	270	LF	\$ 15.00	\$ 4,050.00
9	POWER CONNECTION (RMP fee, transformer)	1	EA.	\$ 5,000.00	\$ 5,000.00
10	POTABLE WATER SERVICE TO RESTROOM (poly)	270	L.S.	\$ 15.00	\$ 4,050.00
11	WATER CONNECTION IN ROAD	1	L.S.	\$ 6,000.00	\$ 6,000.00
12	STORM DRAIN	15,000	L.S.	\$ 1.00	\$ 15,000.00
<b>SUB-TOTAL</b>					<b>\$ 351,746.00</b>
<b>PARKING LOT</b>					
13	PARKING LOT LIGHTING	4	EA.	\$ 2,500.00	\$ 10,000.00
14	ASPHALT PARKING AREA w/ base (3" ASPHALT, 6" BASE)	22,100	S.F.	\$ 2.50	\$ 55,250.00
15	CURB AND GUTTER	970	LF.	\$ 18.00	\$ 17,460.00
16	SLURRY SEAL EXISTING PARKING LOT	5,000	S.F.	\$ 0.50	\$ 2,500.00
<b>SUB-TOTAL</b>					<b>\$ 85,210.00</b>
<b>Structures &amp; Hardscape</b>					
17	RESTROOM/VENDING/STORAGE BUILDING (1,000 SF)	1	EA.	\$ 120,000.00	\$ 120,000.00
18	FABRIC SHADE CANOPY	1	EA.	\$ 8,000.00	\$ 8,000.00
19	PAVILION w/ TABLES	1	EA.	\$ 35,000.00	\$ 35,000.00
20	CONCRETE PLAZA AND WALKS	43,338	S.F.	\$ 4.00	\$ 173,352.00
21	CONCRETE PLAZA AND WALKS - ACCENT AREAS	0	S.F.	\$ 5.00	\$ -
22	CONCRETE SEAT WALL	500	LF.	\$ 80.00	\$ 40,000.00
<b>SUB-TOTAL</b>					<b>\$ 376,352.00</b>
<b>Baseball Field</b>					
23	10' FIELD PERIMETER FENCE (GALV.)	1,000	LF.	\$ 22.00	\$ 22,000.00
24	BACKSTOP	1	L.S.	\$ 20,000.00	\$ 20,000.00
25	DUGOUTS	2	L.S.	\$ 4,000.00	\$ 8,000.00
26	SCOREBOARD	1	L.S.	\$ 5,000.00	\$ 5,000.00
27	CLAY INFIELD MIX	200	TONS	\$ 100.00	\$ 20,000.00
28	NEW SPORTS FIELD LIGHTS	1	L.S.	\$ 100,000.00	\$ 100,000.00
29	BLEACHERS	240	LF	\$ 25.00	\$ 6,000.00
30	TOPSOIL (AMEND TOP 6" OF EXISTING SOIL)	1,383	C.Y.	\$ 20.00	\$ 27,255.58
31	TURF OUTFIELD - SOD	66,900	S.F.	\$ 0.08	\$ 5,352.00
32	IRRIGATION SYSTEM	66,900	S.F.	\$ 0.90	\$ 60,210.00
<b>SUB-TOTAL</b>					<b>\$ 273,817.56</b>
<b>Landscaping &amp; Amenities</b>					
33	BASKETBALL COURT W/ PAINTED LINES (POST TENSION)	0	S.F.	\$ 10.00	\$ -
34	BASKETBALL HOOPS	0	EA.	\$ 1,500.00	\$ -
9	BASKETBALL COURT LIGHTING	0	EA.	\$ 3,000.00	\$ -
10	PATH LIGHTING	0	EA.	\$ 2,000.00	\$ -
35	BENCH ON CONCRETE PAD	4	EA.	\$ 1,200.00	\$ 4,800.00
36	TRASH RECEPTACLE	8	EA.	\$ 800.00	\$ 6,400.00
37	TOPSOIL (AMEND TOP 6" OF EXISTING SOIL)	4,481	C.Y.	\$ 20.00	\$ 89,620.63
38	TURF AREA - SEED	220,000	S.F.	\$ 0.08	\$ 17,600.00
39	3" CALIPER TREES	30	EA.	\$ 475.00	\$ 14,250.00
40	2.5" CALIPER TREES	40	EA.	\$ 375.00	\$ 15,000.00
41	6" EVERGREEN TREES	20	EA.	\$ 400.00	\$ 8,000.00
42	1 GALLON SHRUBS	200	EA.	\$ 15.00	\$ 3,000.00
43	IRRIGATION SYSTEM	220,000	S.F.	\$ 0.90	\$ 198,000.00
43	LIMESTONE CRUSHER FINES (3" THICK)	593	TONS	\$ 18.00	\$ 10,666.67
44	SHREDDED MULCH (3" DEEP)	100	C.Y.	\$ 18.00	\$ 1,800.00
<b>SUB-TOTAL</b>					<b>\$ 369,146.30</b>
<b>CONSTRUCTION COSTS</b>					<b>\$ 1,456,271.85</b>
Contingency (5%)					\$ 72,813.59
Design FEE					\$ 116,896.00
<b>TOTAL COST</b>					<b>\$ 1,645,981.44</b>