



**Midvale City**  
**REDEVELOPMENT AGENCY WORKSHOP MEETING**  
*Minutes*  
**Tuesday, January 14, 2014**  
**Council Chambers**  
**655 West Center Street**  
**Midvale, UT 84047**

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**CHAIR:** JoAnn Seghini

**BOARD MEMBERS:** Board Member Wayne Sharp  
Board Member Stephen Brown  
Board Member Paul Glover  
Board Member Paul Hunt  
Board Member Robert Hale

**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; Craig Hall, City Attorney; Danny Walz, Redevelopment Agency Director; and Jarin Blackham, IT Manager.

Chair Seghini called the meeting to order at 8:30 p.m.

**I. ROLL CALL**

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

**II. DISCUSSION ITEMS**

**A. DISCUSSION ON BINGHAM JUNCTION PUBLIC ART PROGRAM**

Danny Walz introduced Annaliese Eichelberger who was recently hired as the Planner I/RDA Coordinator. Annaliese said she is excited to start working and join the Midvale Team.

Danny Walz discussed the following Bingham Junction Public Art Program:

**PURPOSE:** The goal of the Bingham Junction Public Art Program is to provide opportunities to integrate public art into private developments or public spaces.

**FUNDING:** Funding will be allocated through the RDA annual budget. Matching funds may also be utilized from partners.

**PROCESS:** Art projects will be publicly advertised for artist participation. Some projects may be advertised only to Utah artists while others will be open to any artists within the United States.

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**OVERSIGHT:** The program will be managed by the Midvale Redevelopment Agency with participation by a design advisory board.

**DESIGN ADVISORY BOARD:** The design board will consist of five members.

RDA representative

City Planner

Council Member

Arts Community representative (Arts Council, Artist, Performer, outside Arts representative)

Community/property owner representative

Other members brought in depending on the project: City Engineer, Public Works Director, historic representative, Planning Commission member, partners, neighbors and those involved in design, construction, use and/or maintenance.

**SELECTION:** The Design Advisory Board shall make a recommendation to the Agency's Board of Directors for final approval on artist selection for each art project. Depending on the scope of work and/or the advertising range for the solicitation the Agency may provide a stipend to artists submitting proposals.

**CRITERIA:** Among other criteria, review and approval of each art project shall be based on past projects, experience, qualifications, appropriateness of the proposed artwork as well as goals, scale, public safety, maintenance issues, material selection and budget.

Danny said he would bring it back for the Board approval.

**B. DISCUSSION ON ARBOR GARDNER REIMBURSEMENT AGREEMENT**

Danny Walz discussed the following terms of the reimbursement agreement with Arbor Gardner.

**TERMS OF A REIMBURSEMENT AGREEMENT WITH ARBOR GARDNER**

**PARTIES:** Redevelopment Agency of Midvale City, Utah ("Agency") and Arbor Gardner Bingham Junction Southwest Office, L.C. ("Developer"). Agency and Developer shall execute a standard Reimbursement Agreement ("Agreement") in a form that can be assigned in whole or in part to individual owners ("Owner(s)"), subject only to minor modifications.

**PURPOSE:** Reimburse Developer for a portion of the construction costs from the property tax increment from the development.

**DEVELOPER REQUIREMENTS:** Developer has prepared and the Agency has approved the plans and specifications for the development. Developer has already finished construction of the development in accordance with the plans and specifications. The cost of construction of the development shall be borne solely by the Developer.

**CONDITIONS FOR**

**REIMBURSEMENT:** The Agency will reimburse Developer for a portion of the construction costs solely from the Tax Increment from the development. Agency has no obligation to reimburse Developer except from Tax Increment generated by the development. The Tax Increment available to reimburse Developer (“Developer Tax Increment Share”) is defined as 50% of the portion of the Tax Increment that is generated from the development that is paid to the Agency (which is 80% of the Tax Increment) after deduction of all previously committed reimbursement obligations from the Tax Increment. The total amount of Reimbursement Cap is \$1.3 million (\$1,300,000).

Developer shall deliver to the Agency each year a copy of the applicable property tax notice as well as proof of payment of the property taxes for the property. Developer shall not protest or appeal any property taxes unless Developer notifies Agency in advance.

Developer shall provide written evidence that the development continues to satisfy the Developer Improvements Requirements. These requirements include:

1. Tenant shall provide average wages to its employees that are more than 120% of the Salt Lake County average.
2. The Developer Improvements shall have received a LEED certification of Silver or higher from the United States Green Building Council.
3. The development represents a substantial benefit to Midvale City as a result of the Tenant likely attracting other high quality tenants and developments to Midvale City.

**DISBURSEMENT OF INCREMENT:** Provided that the all of the conditions have been 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.

**REIMBURSEMENT TERM:** The Reimbursement Term shall mean tax years 2014 through 2033. Agency agrees to make a payment to Developer each year during the Reimbursement Term 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.

**REDUCTION IN PAYMENT:** In the event that some but not all of the Developer Improvements Requirements are satisfied at the time a payment is due, Agency shall have no obligation to make such payment. In such event, Agency may decide to make a reduced payment in an amount which shall be in Agency’s sole discretion.

**SUBORDINATION:** Payment of Developer’s Tax Increment Share shall be subordinate to Agency’s payment of the following: (i) debt service on bonds or other indebtedness issued in relation to the Project Area and secured by a pledge of the Tax Increment, and

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(ii) pre-existing reimbursement obligations; (iii) Agency's administration costs; (iv) payment to the City for any outstanding Developer fees or Developer costs associated with the Developer Improvements.

**ASSIGNMENT AND TRANSFER:** Developer shall not assign or transfer any obligations or rights to the Agreement without the prior written approval of the Agency. It is anticipated that as part of execution of the Agreement the Developer shall fully assign its rights to the Tenant.

**CITY APPROVALS:** Developers are responsible for obtaining required City approvals and Building Permits.

**INDEMNITY:** Developers shall indemnify both the Agency and the City from any action or claim caused by the acts of the Developer as further provided in the Agreement.

**PREPAYMENT:** Agency may elect at any time to prepay all or any portion of the reimbursement without consent of the Developer.

**MISCELLANEOUS:** Such other terms and conditions as recommended by Agency's or Developer's legal counsel.

Danny Walz said he would bring this back for the Board approval.

**III. ADJOURN**

**MOTION:** Board Member Wayne Sharp **MOVED** to adjourn. Board Member Paul Hunt **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 9:30 p.m.

/s/

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**Rori L. Andreason, MMC**  
**CITY RECORDER**

Approved this 21<sup>st</sup> day of January, 2014