



**REDEVELOPMENT AGENCY OF MIDVALE CITY
MEETING AGENDA
May 17, 2016**

PUBLIC NOTICE IS HEREBY GIVEN that the **Redevelopment Agency of Midvale City** will hold a regular meeting on the **17th day of May, 2016** at Midvale City Hall, 7505 South Holden Street, Midvale, Utah as follows:

7:00 PM OR IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING

I. GENERAL BUSINESS

- A. WELCOME AND ROLL CALL

II. CONSENT AGENDA

- A. Approve Minutes of May 3, 2017 [*Rori Andreason, H.R. Director/City Recorder*]
- B. Set date and time (7:00 p.m. - June 21, 2016) for a public hearing to consider amending the FY2016 Redevelopment Agency of Midvale City Budget [*Danny Walz, Redevelopment Agency Director; Laurie Harvey, Assistant City Manager/Admin. Services Director*]

III. ACTION ITEM

- A. Approve Resolution No. 201604RDA authorizing the execution of a contract with Stratton & Bratt for the construction of the Bingham Junction Park. [*Danny Walz, Redevelopment Agency Director*]

IV. DISCUSSION ITEM

- A. Discuss proposed budget amendments to the FY2016 Redevelopment Agency of Midvale City Budget [*Danny Walz, Redevelopment Agency Director*]

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 2nd Floor City Hall Lobby, on the City's website at www.midvalecity.org and the State Public Notice Website at <http://pnn.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: MAY 12, 2016

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



REDEVELOPMENT AGENCY MEETING

Minutes

Tuesday May 3, 2016
Council Chambers
7505 South Holden Street
Midvale, Utah 84047

CHAIR: JoAnn Seghini

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

STAFF: Kane Loader, City Manager; Phillip Hill, Assistant City Manager/Community Development Director; Laurie Harvey, Assistant City Manager/Admin. Services Director; Rori Andreason, H.R. Director/City Recorder; Lisa Garner, City Attorney; Bob Davis, Public Works Director; Danny Walz, RDA Director; Lesley Burns, City Planner; Dalin Hackett, Asst. Finance Director/City Treasurer; David Starkey, Senior Accountant; Annaliese Eichelberger, RDA Project Manager; and Jarin Blackham, IT Manager.

Chair Seghini called the meeting to order at 9:05 p.m.

I. CONSENT AGENDA

- A. APPROVE MINUTES OF APRIL 19, 2016**
- B. SET DATE AND TIME (7:00 P.M. - JUNE 21, 2016) FOR A PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE PROPOSED FY 2017 BUDGET OF THE REDEVELOPMENT AGENCY OF MIDVALE CITY**

MOTION: Board Member Stephen Brown **MOVED** to approve the consent agenda. Board Member Wayne Sharp **SECONDED** the motion. Chair Seghini called for discussion on the motion. There being none, she called for a roll call vote.

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

The motion passed unanimously.

II. ACTION ITEM

- A. APPROVE RESOLUTION NO. 2016-03RDA ADOPTING THE TENTATIVE BUDGET FOR THE REDEVELOPMENT AGENCY OF MIDVALE CITY FOR FISCAL YEAR 2017**

Danny Walz reviewed the procedures steps the Board Members would be required to complete in regards to adoption of the Fiscal Year 2017 budget for the Redevelopment Agency. He reviewed the following budget detail:

RDA Operations FY 2017

Salaries/Benefits

- 100% of Project Coordinator position
- 50% of Admin Assistant position shared with CD
- New Housing Director position

Professional Services

- Increased for legal and consulting needs

Equipment & Supplies

- Increased for additional staff

Administrative Fee

- Adjusted for current ratios

Bingham Junction FY 2017

Revenue:

Property Taxes

- Annual property tax increment payment

Grant Revenue

- SLCO TRCC funds for Bingham Junction Park
- LHM Grant for basketball court

Expenses:

Surrounding Properties

- Annual allocation for 2017

Developer Reimbursement

- Continuation of annual payments

Public Art Program

- Allocations for 2016 & 2017

Infrastructure Improvements

- Potential 2017 road projects

Bingham Junction Park

- Combined allocations for 2016 and 2017 for construction of Phase I improvements
- Leverage of County funds for construction of ball field
- Donation from LHM for construction of basketball court

Fund Transfers:

Administration

- RDA Operations

Citywide Housing

- Funds for future housing programs

Jordan Bluffs (New)

- Ongoing consulting & due diligence costs

Public Art Maintenance (New)

- New fund for ongoing maintenance and repairs

Main Street (New)

- Seed money for new project area

Program Income FY 2017

No changes

- Funds earmarked for Main Street property improvements or CDA study
- Future receipt of loan repayments

Project Area Housing FY 2017

No changes

- Consolidated funds set aside for housing within Project Area

City-Wide Housing FY 2017

Affordable Housing Plan

- Funds allocated for housing portion of City's Master Plan

Housing Programs

- Funds allocated for city-wide housing programs

RDA Bond fund FY 2017

Tax Increment Revenue Bond Series 2015

- CHG Parking Structure

City General Fund Impact

	2015 Taxable Value
Total Project Area Taxable Value	\$332,762,817
Multiply by City Tax Rate	0.000609
Agency Portion	\$ 202,653
	80%
	\$ 162,122
Agency Administration Fee	\$ 177,900

MOTION: Board Member Quinn Sperry **MOVED** that we adopt Resolution No. 2016-03RDA adopting the Fiscal Year 2017 Redevelopment Agency of Midvale City Tentative Budget. Board Member Wayne Sharp **SECONDED** the motion. Chair Seghini called for discussion on the motion. There being none, she called for a roll call vote.

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

The motion passed unanimously.

III. DISCUSSION ITEM

A. DISCUSS THE PROPOSED BUDGET FOR THE REDEVELOPMENT AGENCY OF MIDVALE CITY FOR FISCAL YEAR 2017

Discussed with the previous item.

B. DISCUSS BINGHAM JUNCTION PARK CONTRACT

Annaliese Eichelberger discussed the proposed Bingham Junction Park contract which will be brought back next week for approval.

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 vote. The motion passed unanimously.

The meeting adjourned at 9:27 p.m.

Rori L. Andreason, MMC
City Recorder

Approved this 17th day of May, 2016



**REDEVELOPMENT AGENCY
OF
MIDVALE CITY
SUMMARY REPORT**

MEETING DATE: MAY 17, 2016

SUBJECT: Discussion and Action regarding Resolution No. 2016-04RDA authorizing the execution of a contract with Stratton & Bratt for the construction of Bingham Junction Park.

SUBMITTED BY: Annaliese Eichelberger, Redevelopment Project Manager

SUMMARY: On March 14, 2016, the Redevelopment Agency of Midvale City issued the Bid Documents for construction of improvements to Bingham Junction Park. The project includes a softball field, basketball court, and a restroom building. The design was completed by Logan Simpson Landscape Architects and financing was secured by the RDA budgeted funds, Salt Lake County TRCC funding, and a grant from the Larry H. Miller foundation. The Agency received bids from four general contractors on March 30, 2016. Upon review of the bids, Stratton & Bratt was the lowest qualified bidder at \$1,415,000.

All four bids received by the Agency came in slightly over the architect's estimate. However, Stratton and Bratt included value engineering in their estimate that brought the price down to the original estimate. Staff has reviewed and approved these value engineering items. The agreement is a construction contract agreement between Owner and Contractor. The agreement has been reviewed by the City Attorney and is subject only to minor revisions precipitated by final negotiations with the contractor. If the Board is comfortable with the contract, staff recommends approval of the resolution and execution of the agreement so that construction can proceed on schedule.

FISCAL IMPACT: The total project cost is covered between Agency budget allocations over multiple years, \$665,000 in TRCC funding, and a \$25,000 grant from the Larry H. Miller Foundation.

RECOMMENDED MOTION: I move that we adopt Resolution No. 2016-4RDA authorizing the Executive Director to execute a contract with Stratton & Bratt for the construction of Bingham Junction Park.

ATTACHMENTS: Resolution No. 2016-4RDA, Construction contract agreement.

RESOLUTION No. 2016-4RDA

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH STRATTON & BRATT FOR THE CONSTRUCTION OF BINGHAM JUNCTION PARK

WHEREAS, the Agency has allocated funds for improvements to Bingham Junction Park to include a softball field, basketball court, and restroom facility; and

WHEREAS, on April 14, 2015, the Agency entered into a contract with Logan Simpson Architects for the design and management of improvements to the existing park; and

WHEREAS, On March 30, 2016, Midvale City received bids from qualified contractors for construction of the improvements and associated facilities; and

WHEREAS, a selection committee reviewed each submittal and based on that review qualified four general contractors; and

WHEREAS, following review and qualification of the bids, Stratton & Bratt was determined to be the successful bidder.

NOW THEREFORE BE IT RESOLVED, based on these findings, the Redevelopment Agency Board authorizes the Executive Director to enter into an agreement with Stratton & Bratt for the construction of Bingham Junction Park.

PASSED AND ADOPTED this _____ day of _____, 2016.

JoAnn B. Seghini
Executive Director, Midvale RDA

ATTEST:

Rori L. Andreason
Secretary – Treasurer

Voting by the Board:	“Aye”	“Nay”
Quinn Sperry	_____	_____
Paul Glover	_____	_____
Steve Brown	_____	_____
Paul Hunt	_____	_____
Wayne Sharp	_____	_____

Bingham Junction Park Landscape Construction Services Agreement

This Agreement to be the general contractor of and complete the Bingham Junction Park Project (“Project”) as designed by Logan Simpson Design (“Architect”) is entered into on _____, 2016, by and between the Redevelopment Agency of Midvale City (“Owner”), a Utah political subdivision, and Stratton & Bratt (“Contractor”), a Utah limited-liability corporation.

Background

Owner is the owner of the property located at 1045 W. Jordan River Blvd; and

Owner desires to the develop the property as a city park to provide for the recreation and health of its citizens as well as the general aesthetics of the community; and

Owner contracted with Architect to design a park to provide a range of recreational opportunities and aesthetic qualities; and

Owner made a Request for Proposals for a landscape construction services to complete the park as designed by Architect for a cost no more than \$1,415,000; and

Contractor expressed its willingness to complete the park as designed by Architect by submitting a bid; and

Owner determined that Contractor was the lowest responsive responsible bidder.

Therefore, in consideration of the mutual promises contained in this Agreement, it is agreed:

Agreement

1. Project.

A. Work. Contractor agrees to complete the Project in accordance with the drawings and specifications designed by the Architect (“Work”).

B. Location of Specifications and Drawings. Due to the size and quantity of the Project specifications and drawings, the Project specifications and drawings are located online at the following address:

<https://epg1.app.box.com/s/mjo9b9kv65b6dynwzcdqme0bfsvbth5>.

Both Owner and Contractor accept these as an exception to the Contract Document definition found in Article 1 of the General Conditions. The Project specifications and drawings, despite not being printed or provided as a hard copy, are accepted by both Parties as a Contract Document.

- C. Review of Specifications and Drawings.** Contractor has reviewed these documents and has found them adequate to complete the Project.
- D. General Conditions.** Contractor agrees to adhere to the Project's General Conditions. The General Conditions have been attached as 'Exhibit A.'
- E. Insurance.** Contractor agrees to carry the following insurance policies:
 - i.** Workers' Compensation Insurance.
 - ii.** Employer's Liability Insurance.
 - iii.** Commercial General Liability Insurance, on an occurrence form, with the Owner listed as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate and \$2,000,000 products completed operations policy aggregate,

and/or

Professional Liability Insurance with a minimum policy limit of \$1,000,000 per occurrence. The Owner does not need to be listed as an additional insured for Professional Liability Insurance.
 - iv.** Commercial Automotive Liability Insurance that provides for owned, hired, and non-owned automobiles in the minimum amount of \$500,000 per person, \$1,000,000 per accident, \$250,000 per occurrence for property damage, or a single combined limit of \$1,000,000.
- F. Bonds.** The Contractor agrees to provide performance and payment bonds in accordance with Section 5.01 of the General Conditions.

2. Schedule.

- A. Time of Essence.** Contractor recognizes that time is of the essence and agrees to complete the Project in accordance with the dates established in Section 2(B) of this Agreement.
- B. Contract Time.** Contractor agrees to complete the Project on the following dates ("Contract Time"):
 - Substantial Completion: October 15, 2016.
 - Final Inspection and Payment: November 30, 2016.
- C. Weather and Other Acts of God.** Owner recognizes that Work may be interrupted by factors outside of the Contractor's control. In the event that weather, natural disasters, government action, labor difficulty, armed conflict, riot, civil disorder, or other similar events occur that reasonably impact the Contractor's ability to complete

the Project in accordance with Section 2(B) of this Agreement, Contractor will provide Owner written notice of the interruption and its estimated impact on the Project schedule. Owner will work with the Contractor to reasonably amend Section 2(B) of this Agreement in light of the interruption.

3. Payment.

- A. Contract Price.** Contractor agrees to complete the Project for the total Bid Price found in the Contractor's Bid including the Contractor's value-engineering suggestions and alternates ("Contract Price"). Contractor's Bid has been attached as 'Exhibit B.'
- B. Limit.** Contractor understands that the total cost of the Project may not exceed \$1,415,000 in any circumstance.
- C. Changes to Project.** Contractor agrees that any changes to the Project will be priced at the per-unit cost submitted in the Contractor's Bid.
- D. Payment Procedures.**
 - i. Applications for Payment.** Contractor must submit Applications for Payment in accordance with Article 14 of the General Conditions. The Architect will process the Applications for Payment in accordance with the General Conditions.
 - ii. Progress Payments.** All progress payments will be on the basis on the progress of the Project estimated by Architect.
 - iii. Final Payment.** Upon final completion and acceptance of the Project in accordance with the General Conditions, Owner will pay the remainder of the Price as recommended by the Architect.
- E. Interest.** All moneys not paid when due as provided in Article 14 of the General Conditions will bear interest at the maximum rate allowed by law in the State of Utah.

4. Damages.

- A. Time-Sensitive Funds and Agreements.** Contractor recognizes that Owner is relying upon funds that are only guaranteed for the calendar year of 2016 in order to pay for the completion of the Project. Contractor also recognizes that Owner has entered into Agreements with other entities for the use of the completed Project in the spring of 2017. Contractor recognizes that the Project must be completed by the dates found in Section 2(B) to prevent Owner from suffering losses.
- B. Liquidated Damages.** In the event that the Contractor does not complete the Project by the dates established in Section 2(B), Contractor and Owner agree that Owner may reduce the final payment by \$300 per calendar day until the Project is

completed as liquidated damages. Contractor recognizes that these damages are not a penalty, but a best estimate of the losses and penalties that Owner will incur if the Project is not completed by the Contract Time.

5. Cooperation.

Contractor recognizes that both Contractor and Tennis and Track Co., a contractor working with the Owner to install a basketball court at Bingham Junction Park, have deadlines and other considerations that are significant to both them and the Owner. Contractor agrees to cooperate with Tennis and Track Co. so that they both can complete their projects in a timely manner with minimal interference with one another. Tennis and Track Co.'s authorized agent to coordinate with the Contractor is:

Miles Minson
Office: 801-269-9991
Fax: 801-261-4588
Email: miles@tennisandtrackco.com

6. Contractor's Representations.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Familiarization with Project.** Contractor has familiarized itself with the nature and extent of the Contract Documents, Project, site, locality, local conditions, and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, or performance of the Work.
- B. Employment Laws.** Contractor agrees to comply with the following employment laws: Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e); Executive Order No. 11246, as amended; 45 CFR 90; Section 504 of the Rehabilitation Act of 1973, or the American with Disabilities Act of 1990; and Utah's Executive Order, dated December 13, 2006.
- C. Status Verification System.** Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws. If any subcontractors are contracted by the Contractor, each subcontractor is required to provide the same certification.
- D. Subsurface and Physical Conditions.** Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance, or furnishing of the Project at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents. Contractor represents that no additional

examinations, investigations, explorations, tests, reports, studies, or similar data are or will be required by Contractor for such purposes.

- E. Underground Facilities.** Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. Contractor represents that no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said Underground Facilities are or will be required Contractor in order to perform and furnish the Project at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
- F. Correlation.** Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- G. Conflicts, Errors, and Discrepancies.** Contractor has given Architect written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and Contractor accepts all written resolutions from the Architect.

7. Contract Documents.

The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Project consist of the following:

- A.** This Agreement.
- B.** Performance and Payment Bonds (attached as Exhibit 'C').
- C.** Notice of Award (attached as Exhibit 'D').
- D.** General Conditions.
- E.** Project Specifications and Drawings.
- F.** Contractor's Bid.

The Contract Documents may only be amended, modified, or supplemented as provided in Article 3 of the General Conditions.

8. Miscellaneous.

- A. Terms.** Terms used in this Agreement which are defined in Article 1 of the General Conditions have the meaning indicated in the General Conditions.
- B. Assignment.** No assignment by a Party of any rights under or interest in the Contract Documents will be binding on another Party without the written consent of

the Party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- C. Binding.** Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other Party, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- D. Conflict.** Owner and Contractor agree that if any conflict is found between this Agreement and the General Conditions, the language of this Agreement will supersede the language of the General Conditions to the extent of the conflict between the documents.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Architect. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Architect on their behalf.

This Agreement will be effective on _____ 20_____.

_____, OWNER _____, CONTRACTOR

By: _____ By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Address for Giving Notices:

Address for Giving Notices:

(OWNER shall attach authority to sign and resolution or other documents authorizing execution of Agreement.)

License No.: _____

Agent for Service of Process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

END OF SECTION