



7505 South Holden Street
Midvale, UT 84047
(801) 567-7200
www.midvalecity.org

**REDEVELOPMENT AGENCY OF MIDVALE CITY
MEETING AGENDA
March 16, 2021**

PUBLIC NOTICE IS HEREBY GIVEN that the **Redevelopment Agency of Midvale City** will hold an electronic meeting on the **16th day of March 2021** as follows:

Electronic City Council Meeting

This meeting will be an electronic meeting, without a physical location pursuant to Utah Code 52-4-207, as amended by HB 5002, Mayor Robert Hale as Chair of Midvale City Council hereby makes the determination that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location. This determination is based upon the fact that the City is unable to ensure compliance with the guidelines and public health protocols mandated by the state's current risk phase.

As restrictions take place across the state for limiting public gatherings, the City wants to make sure everyone interested in participating in City Council Meetings can do so. The meeting will be broadcast on the following links:

You Tube: https://www.youtube.com/channel/UCLDszK2kMUHuc3-bV-BBslQ?view_as=subscriber

Public Comments are read into the record by City staff during the "Public Comments" and "Public Hearings" portions of the meeting. If you would like to make a public comment, please send an email to Laura Magness at Lmagness@midvale.com.

If you would like to provide public comments, please email your comments to Lmagness@midvale.com prior to the completion of the public comments portion of the meeting. You may also submit comments if the Mayor and City Council open a specific agenda item to public comment. These comments will be read aloud in the meeting and will be part of the public record.

6:00 PM OR IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING

I. GENERAL BUSINESS

A. WELCOME AND ROLL CALL

II. PUBLIC COMMENTS

Any person wishing to comment on any item not otherwise scheduled for public hearing on the Agenda may submit their comment via email to Lmagness@midvale.com prior to the completion of this portion of the meeting. Items brought forward to the attention of the Board will be turned over to staff to provide a response outside of the Meeting.

III. CONSENT AGENDA

- A. Consider Approval of the February 16, 2021 Minutes [*Rori Andreason, HR Director/City Recorder*]

IV. ACTION ITEMS

- A. Discuss and consider adopting Resolution No. 2021-04RDA A Resolution adopting the Interlocal Cooperation Agreement between South Salt Lake Valley Mosquito

Abatement District (“The District”) and the Agency concerning the Main Street Community Development Area (“Main Street CDA”) **[Cody Hill, RDA Manager]**

- B. Discuss and Consider Resolution No. 2021-05RDA adopting the Central Community Park Project Agreement between Blu Line Designs and the Agency **[Nate Rockwood, Community Development 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 day 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 also posted at the following locations on the date and time as posted above: City Hall Lobby, on the City’s website at www.midvalecity.org and the State Public Notice Website at <http://pmn.utah.gov>. Board Members may participate in the meeting via electronic communications. Board Members’ participation via electronic communication will be broadcast and amplified so other Board Members and all other persons present in the Council Chambers will be able to hear or see the communication.

PLEASE SILENCE CELL PHONES DURING THE MEETING

DATE POSTED: March 11, 2021

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



REDEVELOPMENT AGENCY MEETING

Minutes

Tuesday February 16, 2021

Council Chambers
7505 South Holden Street
Midvale, Utah 84047

CHAIR: Robert M. Hale

BOARD MEMBERS: Board Member Quinn Sperry
Board Member Dustin Gettel
Board Member Bryant Brown
Board Member Heidi Robinson
Board Member Paul Glover

STAFF: Kane Loader, City Manager; Matt Dahl, Assistant City Manager; Rori Andreason, HR Director/City Recorder; Lisa Garner, City Attorney; Kyle Maurer, Administrative Services Director; Nate Rockwood Community Development Director; Glen Kennedy, Public Works Director; Laura Magness, Communications Director; Cody Hill; RDA Manager; Chief Randy Thomas, UPD; and Noah Lee, IT Tech.

Chair Hale called the meeting to order at 9:03 p.m.

Chair Hale said This meeting will be an electronic meeting, without a physical location pursuant to Utah Code 52-4-207, as amended by HB 5002. I, Mayor Robert Hale, as Chair of Redevelopment Agency, hereby make the determination that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location. This determination is based upon the fact that the City is unable to ensure compliance with the guidelines and public health protocols mandated by the state's current risk phase.

I. GENERAL BUSINESS

A. Roll Call - Board Members Dustin Gettel, Quinn Sperry, Bryant Brown, Heidi Robinson, and Paul Glover were present at roll call.

Chair Hale stated that this is the portion of the agenda that allows any person to express ideas, concerns, comments, or issues. If you would like to comment on a Public Hearing item, you will be allotted time during the Public Hearings portion of the meeting. This meeting will be an electronic meeting, without a physical location pursuant to Utah Code 52-4-207, as amended by HB 5002. I, Mayor Robert Hale, as Chair of Midvale City Council, hereby make the determination that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location. This determination is based upon the fact that the City is unable

to ensure compliance with the guidelines and public health protocols mandated by the state's current risk phase.

Email your public comment to Laura Magness at Lmagness@midvale.com. When commenting, please:

- Limit your comments to 400 words (the equivalent of 3 minutes)
- Include your first and last name
- Include your city of residence (optional)
- Include the name of the Agenda item so City staff know when you want your public comment to be read into the record.

Public Comments are read into the record by City staff during the "Public Comments" and "Public Hearings" portions of the meeting. City staff will only read into the record the equivalent of three minutes. So, please be concise with your statements. Thank you for your input!

II. PUBLIC COMMENTS

There was no one who desired to speak.

III. CONSENT AGENDA

A. CONSIDER APPROVAL OF THE FEBRUARY 2, 2021 MINUTES

MOTION: Board Member Paul Glover **MOVED** to approve the consent agenda. The motion was **SECONDED** by Board Member Bryant Brown. Chair Hale called for discussion on the motion. There being none he called for a roll call vote. The voting was as follows:

Board Member Bryant Brown **Aye**
Board Member Dustin Gettel **Aye**
Board Member Paul Glover **Aye**
Board Member Quinn Sperry **Aye**
Board Member Heidi Robinson **Aye**

The motion passed unanimously.

IV. ACTION ITEM

A. CONSIDER RESOLUTION NO. 2021-03RDA ADOPTING THE INTERLOCAL COOPERATION AGREEMENT BETWEEN CANYONS SCHOOL DISTRICT (THE "DISTRICT") AND THE REDEVELOPMENT AGENCY OF MIDVALE CITY CONCERNING THE MAIN STREET COMMUNITY DEVELOPMENT AREA ("MAIN STREET CDA")

Cody Hill said Canyons School District's School Board met on February 2nd and approved and adopted the Interlocal Cooperation Agreement between the District and the Agency concerning participating tax increment toward the Main Street CDA. The terms for participation are nearly identical to those included in the ILA between Midvale City and the Agency:

- 60% participation for 20 years
- Trigger by March 2024

- A tax increment collection cap from the District specifically of \$8,440,000 or \$13,808,000 if the Main Street CDA hits the benchmark *by March 2025*
- The benchmark is a single nonresidential project completed or commenced by 3/2025 with a taxable value of at least \$60,000,000
- The Agency must report the results of its ILA negotiations with Salt Lake County and the District has the opportunity to renegotiate the terms of its participation should the County not participate at 60% for 20 years

Once the Agency adopts the ILA, publishes it, and waits 30 days, the ILA will be executed and fully in place.

FISCAL IMPACT:

The District's contribution makes up about 56% of Main Street CDA's budget. With the City's UFSA's, and the District's participation secured, 78% of Main Streets budget is currently in place.

STAFF RECOMMENDATION:

Agency staff recommended the Agency Board approve and adopt the Interlocal Cooperation Agreement between Canyons School District for the participation of property tax increment to support the Main Street Community Development Area by adopting Resolution No. 2021-03RDA

MOTION: Board Member Dustin Gettel **MOVED** to adopt Resolution No. 2021-03RDA which enters the Agency into the Interlocal Cooperation Agreement between Canyons School District for the participation of property tax increment to support the Main Street Community Development Area . The motion was **SECONDED** by Board Member Heidi Robinson. Chair Hale called for discussion on the motion. There being none he called for a roll call vote. The voting was as follows:

Board Member Bryant Brown Aye
Board Member Dustin Gettel Aye
Board Member Paul Glover Aye
Board Member Quinn Sperry Aye
Board Member Heidi Robinson Aye

The motion passed unanimously.

V. ADJOURN

MOTION: Board Member Dustin Gettel **MOVED** to adjourn the meeting. Board Member Quinn Sperry **SECONDED** the motion. Chair Hale called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

The meeting adjourned at 9:13 p.m.

Rori L. Andreason, MMC
City Recorder

Approved this 16th day of March 2021



MIDVALE REDEVELOPMENT AGENCY SUMMARY REPORT

MEETING DATE: MARCH 16, 2021

SUBJECT: Discuss and consider adopting the Interlocal Cooperation Agreement between South Salt Lake Valley Mosquito Abatement District (“The District”) and the Agency concerning the Main Street Community Development Area (“Main Street CDA”)

SUBMITTED BY: Cody Hill, RDA Manager

SUMMARY: The District’s governing board met on March 8th and approved and adopted the Interlocal Cooperation Agreement between the District and the Agency concerning participating tax increment toward the Main Street CDA. The terms for participation are nearly identical to those included in the ILA between Midvale City and the Agency:

- 60% participation for 20 years
- Trigger by March 2024
- A total tax increment collection cap of \$15,500,000 or \$27,000,000 if the Main Street CDA hits the benchmark *by March 2025*
- The benchmark is a single nonresidential project completed or commenced by 3/2025 with a taxable value of at least \$60,000,000

Once the Agency adopts the ILA, publishes it, and waits 30 days, the ILA will be executed and fully in place.

FISCAL IMPACT:

The District’s contribution makes up about 0.1% of Main Street CDA’s budget. Under the Primary Budget, this will amount to \$16,000 over 20 years or \$35,000 under the Contingency Budget.

STAFF RECOMMENDATION: Agency staff recommends the Agency Board approve and adopt the Interlocal Cooperation Agreement between South Salt Lake Valley Mosquito Abatement District for the participation of property tax increment to support the Main Street Community Development Area by adopting Resolution No. 2021-0_RDA

RECOMMENDED MOTION: I move that we adopt Resolution No. 2021-0_RDA which enters the Agency into the Interlocal Cooperation Agreement between South Salt Lake Valley Mosquito Abatement District for the participation of property tax increment to support the Main Street Community Development Area

ATTACHMENTS: Resolution No. 2021-0_RDA

**MAIN STREET COMMUNITY DEVELOPMENT TAX INCREMENT
INTERLOCAL COOPERATION AGREEMENT**

THIS MAIN STREET COMMUNITY DEVELOPMENT TAX INCREMENT INTERLOCAL COOPERATION AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the **REDEVELOPMENT AGENCY OF MIDVALE CITY** (the “**Agency**”), a community reinvestment agency and political subdivision of the State of Utah, and **SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT** (the “**DISTRICT**”), a political subdivision of the State of Utah (together, the “**Parties**”) in contemplation of the following facts and circumstances:

A. **WHEREAS**, the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act of the Utah Code Annotated (the “UCA”) and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the “**Act**”), and is authorized and empowered under the Act to undertake, among other things, various community reinvestment activities pursuant to the Act, including, among other things, assisting Midvale City (the “City”) in development activities that are likely to advance the policies, goals and objectives of the City’s general plan, contributing to capital improvements which substantially benefit the City and the District, creating economic benefits, and improving the public health, safety and welfare of its citizens; and

B. **WHEREAS**, the City desires to redevelop the historic Main Street corridor and the surrounding area (as defined below, the “Project Area”) in a way that celebrates its history, promotes and enhances the arts, and cultivates a sense of place for the City; and

C. **WHEREAS**, the Project Area faces several impediments to redevelopment, including insufficient and poorly located parking spaces, poorly located and outdated overhead powerlines, infrastructure limitations and the lack of certain improvements, and the Project Area would benefit greatly from redevelopment efforts focused to overcome these impediments to development, which efforts can be substantially facilitated by the use of Tax Increment (as that term is defined in below), generated from the Project Area; and

D. **WHEREAS**, the Agency created the Main Street Community Development Project Area (the “Project Area”) described in Exhibit A, attached hereto and incorporated herein by this reference, on November 15, 2015 through the adoption of the Main Street Community Development Project Area Plan (the “Project Area Plan”), attached as Exhibit B, through Ordinance No. 2015-O-14 pursuant to UCA § 17C-4-105, and fulfilled all public hearing and noticing requirements associated with adopting a community development area plan outlined in UCA § 17C-4-406 and 17C-4-107; and

E. **WHEREAS**, the Agency has adopted a Project Area Budget through Resolution No. 2020-11RDA pursuant to UCA § 17C-4-204 and created an accompanying impact analysis regarding the need and justification for investment of Tax Increment revenues from the Project Area, a copy of which is included in the Draft Project Area Budget attached as Exhibit C; and

F. **WHEREAS**, the Project Area has generated a total of \$800,863 in Tax Year 2019 in property taxes for the various taxing entities, including the City, the Salt Lake County (the “County”), Canyons School District (the “School District”), the District, Jordan Valley Water Conservancy, Central Utah Water Conservancy District, Unified Fire Service Area, Salt Lake County Library, and Jordan/Canyons School District Debt Service Area (collectively, the “Taxing Entities”); and

G. **WHEREAS**, upon full development as contemplated in the Project Area Budget, Tax Increment produced by the Project Area for the City, the County, Canyons School District, and other Taxing Entities are projected to total approximately \$1,539,672 (Primary Budget with Main Street Focus) and \$2,504,392 (Contingency Budget which includes the proposed office building) annually; and

H. **WHEREAS**, the Agency will request the City, the County, the School District, and the other Taxing Entities to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the increased Tax Increment which will be generated by the Project Area; and

I. **WHEREAS**, it is in the best interest of the residents of the City for the District to remit such payments to the Agency to permit the Agency to leverage private development of the Project Area; and

J. **WHEREAS**, UCA § 17C-4-201(1) authorizes the District to consent to the payment to the Agency of a portion of its share of Tax Increment generated from the Project Area for the purposes set forth therein; and

K. **WHEREAS**, Section 215 of the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the “Cooperation Act”) further authorizes the District to share its tax and other revenues with the Agency; and

L. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and

M. **WHEREAS**, the Parties desire to set forth in writing their agreements regarding the nature and timing of such assistance and that the meeting in which the Resolutions are to be considered that adopt this Agreement are conducted in open and public meetings pursuant to UCA § 17C-4-202; and;

NOW, THEREFORE, the Parties agree as follows:

1. **Condition to Enforceability.** This Agreement becomes effective, and is enforceable by the Agency, only upon the Agency and Midvale City first entering into an interlocal cooperation agreement under which Midvale City consents to the payment of at least 60% of Midvale City’s portion of Tax Increment from the Project Area, to the Agency for use in connection with the Project Area according to the Project Area Budget.

2. **Additional Tax Revenue.** The District has determined that “Tax Increment” will likely be generated by the redevelopment of the Project Area as projected in the Project Area Plan and Project Area Budget. Each of the Parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to enable development activity by removing certain of the impediments to development. The term “Tax Increment” is defined by Section 17C-1-102 of the Act, and that term “Tax Increment” as used in this Agreement means “Tax Increment” as defined from time to time by the Act. Any change in the definition of “Tax Increment” under the Act will result in a corresponding change to the definition of “Tax Increment” under this Agreement.

3. **Offset Development Costs and Expenses.** The District has determined that it is in the best interests of its constituents to pay specified portions of its portion of Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by Agency or participants or developers in Project Area development, including, without limitation, the construction of parking structures, the relocation of overhead powerlines, the upgrading of infrastructure to facilitate higher density, and improvements and other development related activities needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and amended from time to time.

4. **Base Year, Base Year Value, and Increment Calculation.** Pursuant to UCA § 17C-4-201, this Agreement specifies that the base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be Tax Year 2019, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2019 Salt Lake County assessment rolls for all property located within the Project Area (which is currently estimated to be \$58,774,598, but is subject to final adjustment and verification by the County and Agency). The amount of Tax Increment shall be calculated in the manner provided by the Act or other applicable law as it exists from time to time, but in general by subtracting the Base Year Value from the current year's value and multiplying that by the applicable tax rate(s) (as so calculated, the "Tax Increment").

5. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation or development agreements with one or more participants or developers which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the participant(s) conditional upon the participant(s)'s meeting of certain performance measures as outlined in such agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area shall pay any and all taxes and assessments which shall be assessed against their respective parcels in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

6. **Payment Trigger.** The first year ("Year One") of payment of Tax Increment from the District to the Agency shall be determined by the Agency, but the Agency agrees to trigger the Project Area for collection no later than by March 1, 2024; this means that Year One will be no later than 2024. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Twenty. The Agency may trigger the collection of Tax Increment by timely delivering a letter or other written request to the Salt Lake County Auditor's office and providing notice of intent to trigger collection of tax increment to the Taxing Entities.

7. **Total Payment to Agency.** Pursuant to UCA § 17C-4-201, this Agreement specifies that the District shall authorize the County to remit to the Agency, beginning with property tax receipts in Year One, and continuing through Year Twenty, 100% of the annual Tax Increment generated from within the Project Area to which the District would otherwise be directly paid (the "District Tax Increment"), including the real (*i.e.*, building, land, and fixtures), personal, and centrally assessed property within the Project Area. The Agency will remit 40% of the District Tax Increment back to the District. The Agency will collect and retain 60% of the District Tax Increment until and including Year Twenty or until the Agency has collected and retained from the District a total of \$16,000 (Primary Budget or if the Building Benchmark (as defined below) is not reached) or \$35,000 (Contingency Budget or if the benchmark is met), whichever comes first. The Agency will remit the 40% back to the District in whichever manner the District requests, *i.e.* wire transfer, check, etc., no later than thirty (30) days after the Agency receives funds from the County. Such payment shall be accompanied by a report from the Agency detailing, with respect to such tax year, the total taxable value of the Project Area, the amount of Tax Increment received from the County, the amount of the District's share of Tax Increment remitted to the District, and such additional information as the District shall reasonably request. As mandated by UCA 17C-5-204(6), the District is prohibited from proportionately reducing the amount of project area funds the District consents to pay to the Agency by the amount of any direct expenditures the District makes within the Project Area for the benefit of the Project Area or the Agency; however, the parties clarify that the District has no obligation to make any such expenditures within the Project Area for the benefit of the Project Area or the Agency.

8. **Contingency Budget.** The Project Area has two budgets. The Primary Budget is entirely focused on Main Street revitalization, which includes a parking structure to serve small businesses, residents, and

other visitors to Main Street. The Primary Budget also includes targeted infrastructure upgrades, powerline relocation, small business loans, an arts center, and other community enhancement programs. The Contingency Budget includes everything from the Primary Budget plus support for a “Large Office Building and adjacent Parking Structure”. A developer is interested in constructing 300,000 square feet of Class A office space the estimated taxable value of which is at least \$60,000,000. If, within one year after the Agency must trigger the Project Area to begin collecting Tax Increment (i.e. March 1, 2025) the construction of a single non-residential project with an assessed value of at least \$60,000,000 has been commenced (the “Building Benchmark”), the cap on the Tax Increment that may be collected and retained from the District pursuant to this Agreement is increased from \$2,377,000 to \$4,141,000 (i.e. this increase shall not affect any other agreement made by the Agency with another Taxing Entity).

9. **Housing Funds.** The Agency’s budgets (Primary and Contingency) both include 20% earmarked to support affordable housing. The Agency shall ensure that these affordable housing funds are used within the Main Street Community Development Area. The Agency shall provide the District with an annual accountability report, which will contain detailed information on how and where the Agency has used the housing funds. The Agency may satisfy the requirements of the accountability report by including the required information within the Agency Annual Report as found in UCA § 17C-4-603.

10. **Amendment of Project Area Budget.** The Agency may use District Tax Increment solely for the purposes set forth in the Project Area Budget. The Agency may not amend the Project Area Budget without the District’s advance consent, in the District’s sole discretion. If the Agency amends the Project Area Budget, or expends District Tax Increment in a manner not consistent with the attached Project Area Budget, without the District’s consent, then (i) the Agency must promptly repay such improperly spent funds to the District, and (ii) the District may terminate this Agreement by providing written notice to the Agency.

11. **Property Tax Increase.** This Agreement provides for the payment of the increase in real, personal property, and centrally assessed property taxes collected from the Project Area by the County acting as the tax collection agency for the District and other local taxing entities. Without limiting the foregoing, this Agreement includes Tax Increment resulting from an increase in the tax rate of the District, which is hereby expressly approved as being included in Tax Increment as required by Section 17C-1-407 of the Act. It is expressly understood that the Property Taxes which are the subject of this Agreement are only those Property Taxes collected by the County from the Project Area.

12. **No Independent Duty.** The Parties recognize that the County will remit the Tax Increment directly to the Agency. The County is not responsible or liable to remit uncollected Tax Increment to the Agency that is unpaid by property owners.

13. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the Party for whom such person is acting.

14. **Further Documents and Acts.** Each of the Parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

15. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other Party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the Party for whom intended, as follows:

If to District:

South Salt Lake Valley Mosquito Abatement District
Attn: District Manager
7308 Airport Road
West Jordan, UT 84084

If to Agency:

Redevelopment Agency of Midvale City
Attn: RDA Manager
7505 Holden Street
Midvale, Utah 84047

Any Party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered 72 hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any Party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a Party to this Agreement.

16. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein. This Agreement may not be modified, changed, supplemented or terminated (except as provided in this Agreement), nor may any obligations hereunder be waived, except by written instrument signed by the Party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

17. **No Third-Party Benefit.** The Parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the Parties hereto. There are no intended third-party beneficiaries to this Agreement.

18. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the Parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

19. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

20. **Amendments.** Pursuant to UCA § 17C-4-201(7)(a), the District and Agency may amend the Agreement from time to time, but no addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the Parties hereto.

21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

22. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

23. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Salt Lake County, Utah, and the Parties hereto agree to submit to the jurisdiction of such court.

24. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

25. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Twenty or after the Agency has collected and retained the cap amount of total Tax Increment. As a result of the foregoing and the maximum Payment Trigger date in Section 5, this Agreement must terminate prior to March 1, 2044.

26. **Assignment.** Except for an assignment by the Agency made in connection with the issuance of bonds, no Party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all Parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

27. **Default.** In the event either Party (the “Notifying Party”) determines that the other Party (the “Defaulting Party”) is in default hereunder, the Notifying Party shall give written notice to the Defaulting Party and the Defaulting Party shall have sixty (60) days to cure such default.

28. **Termination as a Result of Default.** Upon any termination of this Agreement resulting from the uncured default of any Party, the order of any court of competent jurisdiction or the enactment of any law requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to (a) developers in accordance with the agreements which govern such disbursement or (b) holders of bonds secured by such Tax Increment, then such funds shall be returned to the Party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.

29. **Mutual Agreed Upon Termination.** In the event both Parties desire to terminate this Agreement with respect to the ability of the Agency to enter into any new participation agreements or to issue any bonds secured by Tax Increment, they may amend this Agreement to so provide, so long as such amendment expressly preserves the ability of the Agency to collect sufficient Tax Increment to satisfy all of its obligations under then existing participation agreements and bonds.

30. **Other Taxing Entities.** Except as provided in Section 1 *above*, this Agreement shall be effective notwithstanding one or more other Taxing Entities do not execute agreements with the Agency with respect to the use of Tax Increment and notwithstanding any terms of any agreements with other Taxing Entities that are executed by the Agency vary from the terms of this Agreement.

31. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant law and facts upon which this Agreement is based, including representations of the Agency concerning the Project and the Project’s benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law, facts, information, and representations, after having completed its own due diligence and investigation.

32. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
 - b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
 - c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
 - d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
 - e. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both Parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219, 17C-4-202(3), and 17C-5-205 of Utah Code.
 - f. This Agreement makes no provision for the Parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.
33. **Effective Date.** This Agreement shall become effective once notice is published in a newspaper of general circulation in accordance with UCA § 17C-4-202(3) and may be contested for 30 days after the effective date pursuant to UCA § 17C-5-205.
34. **Governmental Immunity.** Both Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 *et seq.* (the “Immunity Act”). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.
35. **Liability and Indemnification.** The District and the Agency agree to be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the District nor the Agency will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. However, the Agency shall indemnify, defend, and hold harmless the District, its officers, employees and agents (the “Indemnified Parties”) from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of: (i) the Agency’s breach of this Agreement; (ii) any acts or omissions of or by the Agency, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; (iii) or the Agency’s use of District Tax Increment. The Agency agrees that its duty to defend and indemnify the Indemnified Parties under this Agreement includes all attorney’s fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the District for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the District. The Parties agree that the requirements of this Paragraph will survive the expiration or sooner termination of this Agreement

Signature Page to Follow

IN WITNESS WHEREOF, the Parties have executed this Main Street Community Development Tax Increment Interlocal Cooperation Agreement on the day specified above.

Entity: SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT

Attest:

By: _____

Board Chair

Approved as to form:

Attorney for South Salt Lake Valley Mosquito Abatement District

Agency: MIDVALE CITY REDEVELOPMENT AGENCY

Attest:

By: _____

Its: Chair

Secretary

Approved as to form:

Attorney for Agency

EXHIBIT A

Map of Project Area



EXHIBIT B

Project Area Plan

EXHIBIT C

Project Area Budget

RESOLUTION NO. 2021-04RDA

A RESOLUTION APPROVING AND ADOPTING THE MAIN STREET COMMUNITY DEVELOPMENT TAX INCREMENT INTERLOCAL COOPERATION AGREEMENT BETWEEN SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT AND THE REDEVELOPMENT AGENCY OF MIDVALE CITY

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

WHEREAS, the Agency wishes to consider this Resolution, in which the Agency would approve, adopt, and enter into the Interlocal Cooperation Agreement (the “Agreement”) with South Salt Lake Valley Mosquito Abatement District (the “District”) (**Exhibit A**) pursuant to Utah Code Annotated (“UCA”) § 17C-4-201; and

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

WHEREAS, the Redevelopment Agency of Midvale City (“Agency”) revised and adopted a Main Street Community Development Area Budget (**Exhibit C**) through Resolution No. 2020-12RDA pursuant to UCA § 17C-4-204 and which Budget illustrates that the District will receive a net fiscal benefit and enjoy significant economic and social impacts, and

WHEREAS, the Agency is seeking public support from the local taxing entities, including the District by securing funding through pledged property tax increment through an interlocal cooperation agreement (**Exhibit A**); and

WHEREAS, the meeting in which this Resolution was adopted and in which the Agency’s related Resolution was adopted were both conducted in open and public meetings pursuant to UCA § 17C-4-202; and

WHEREAS, the City and Agency have supported the creation of the Small Area Plan and the form-based code and, with the support from the Main Street CDA, will aid in the redevelopment of the historic Main Street Area (the “Area”).

This Resolution shall become effective once notice is published in a newspaper of general circulation in accordance with UCA § 17C-4-202(3) and may be contested for 30 days after the effective date pursuant to UCA § 17C-4-202(4).

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF MIDVALE CITY AS FOLLOWS:

1. South Salt Lake Valley Mosquito Abatement District Board of Directors hereby agrees to and enters into the Main Street Community Development Tax Increment Interlocal Cooperation Agreement (**Exhibit A**) with the Redevelopment Agency of Midvale City.
2. Pursuant to UCA § 17C-4-201, the Interlocal Cooperation Agreement specifies that:
 - 2.1. The Agency will be provided with tax increment, and tax increment will be calculated using the Tax Year 2019 value of the Area. The TY2019 value of the Area is estimated to be \$58,774,598, though this figure may be amended if the Salt Lake County Assessor's Office finds to TY2019 value to differ from the estimated value of \$58,774,598.
 - 2.2. The collection period of project area funds is no more than 20 years or until a cap amount is reached, whichever comes first. The Agency will trigger the Project Area for collection no later than March 1, 2024.
 - 2.3. The Agency is permitted to collect 100% of the property tax increment from the District. The Agency will then remit 40% of the property tax increment back to the District.
 - 2.4. There are two possible maximum cumulative dollar amounts ("cap amount[s]" or "cap[s]") of tax increment from the District that the agency will be paid. The first cap amount is for the Primary Budget and limits the Agency to collect and retain \$15,500,000. The second cap is for the Contingency Budget, which is automatically triggered once a single, nonresidential project is completed with an assessed taxable value of \$60,000,000 or higher. The cap under the Contingency Budget would increase to \$27,000,000 collected and retained property tax increment.
 - 2.5. The Agreement does not contemplate any participation involving incremental sales tax revenues.
3. The Agency will be responsible for all noticing and filing requirements, including publishing notice in the newspaper (UCA § 17C-4-202[3]) and filing a copy of the Agreement with each required party and entity pursuant to UCA § 17C-4-203(1).
4. Pursuant to UCA § 17C-4-201(7)(a), the District and Agency may amend the Agreement from time to time.

**PASSED AND ADOPTED BY THE REDEVELOPMENT AGENCY OF MIDVALE CITY
BOARD OF DIRECTORS ON THIS _____ DAY OF _____, 2021 BY THE
FOLLOWING VOTE:**

Robert M. Hale
Chief Administrative Officer

Kane Loader
Executive Director

ATTEST:

Rori L. Andreason, MMC
Secretary

Voting by the Board of “Aye” “Nay”

Directors:

Bryant Brown

Paul Glover

Quinn Sperry

Paul Hunt

Dustin Gettel

**Exhibit A: Main Street Community Development Tax Increment Interlocal Agreement
Between the Agency and the South Salt Lake Valley Mosquito Abatement District**

Exhibit B: Main Street CDA Project Area Plan

Exhibit C: Main Street CDA Revised Project Area Budget



REDEVELOPMENT AGENCY of MIDVALE CITY SUMMARY REPORT

Meeting Date: March 16, 2021

ITEM TYPE: Discussion and Action Item

SUBJECT: RESOLUTION NO. 2021-05 RDA

A resolution authorizing the chief administrative officer to execute the Jordan Bluffs Central Community Park Project agreement with Blu Line Designs.

SUBMITTED BY: Nate Rockwood, Community Development Director

SUMMARY:

As part of the Jordan Bluffs Development Agreement with Gardner Jordan Bluffs L.C., the developer has agreed to provide a 15-acre linear park with a value of no more than \$6 million of public improvements, which will be dedicated to the City. The developer has agreed to work with city staff in developing the design and amenities of the park. The RDA issued a Request for Proposals for Professional Design, Development, and Architectural Services for the Central Community Park Project. The consultant will work with the City and RDA, developer and community to provide these park design services.

City staff, including Executive, Community Development, Planning, Public Works, Parks, Attorneys Office and RDA department staff evaluated the proposals and recommend contracting with Blu Line Design for the Central Community Park Project. Blu Line Designs was chosen based off the proposed scope of work, schedule, experience and cost proposed of \$21,200. The Agreement will include data gathering, reporting, planning, cost estimates, maintenance estimates, and a public open house during the second phase of the design process. The scope will allow ongoing consultant services for a term of up to 3 years. Staff recommends contracting for these services to provide the highest quality amenities to the Midvale community.

STAFF RECOMMENDATION AND MOTION: I move to approve contract Resolution 2021-05RDA entering into an agreement with Blu Line Design for the Jordan Bluffs Central Community Park Project.

Attachments: A - RESOLUTION 2021-05 RDA

RESOLUTION NO. 2021-05 RDA

A RESOLUTION AUTHORIZING THE CHIEF ADMINISTRATIVE OFFICER TO EXECUTE THE CENTRAL COMMUNITY PARK PROJECT AGREEMENT WITH BLU LINE DESIGNS.

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 Agency's Board of Directors adopted the Jordan Bluffs Project Area Plan on August 10, 2004; and

WHEREAS, Gardner Jordan Bluffs, L.C. assumed a Master Development Agreement for the Jordan Bluffs Project Area; and

WHEREAS, Gardner Jordan Bluffs, L.C. intends to dedicate approximately 15 acres of its property to Midvale City and provide no more than \$6,000,000 of improvements in order to create the Central Community Park; and

WHEREAS, the Central Community Park and available open space and their related facilities will have significant benefits for Gardner Jordan Bluffs, L.C., the Agency, and Midvale City; and

WHEREAS, the Agency desires to ensure that the Central Community Park meets the needs of and maximizes the benefits for the Agency and the Jordan Bluffs Project Area; and

WHEREAS, Agency published a Request for Proposals for Professional Design, Development, and Architectural Services for the Central Community Park Project; and

WHEREAS, blu line designs represented to the Agency that it is qualified to provide such services and has demonstrated its desire to provide such services by submitting a response to the RFP ; and

WHEREAS, in accordance with Midvale Municipal Code 3.02.130, the Agency determined that blu line designs was the responsive responsible bidder and awarded the Central Community Park project to blu line designs; and

WHEREAS, based on Agency staff recommendations, the Board of Directors desire to award the Central Community Park Project to blu line designs; and

WHEREAS, an agreement to complete the Central Community Park Project has been drafted and is acceptable to the Agency and blu line designs.

NOW THEREFORE BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF MIDVALE CITY, that the Board of Directors does hereby authorize the Chief Administrative Officer to execute the Central Community Park Project Agreement with blu line designs set forth in Exhibit A.

**PASSED AND ADOPTED BY THE REDEVELOPMENT AGENCY OF MIDVALE CITY
BOARD OF DIRECTORS, ON THIS 16TH DAY OF MARCH, 2021, BY THE
FOLLOWING VOTE:**

Robert M. Hale
Chief Administrative Officer

Kane Loader
Executive Director

ATTEST:

Rori L. Andreason, MMC
Secretary

Voting by the Board of “Aye”

“Nay”

Directors:

Bryant Brown

Paul Glover

Quinn Sperry

Heidi Robinson

Dustin Gettel

Central Community Park Project Agreement

This Agreement to provide professional design, development, and architectural services for the Central Community Park Project is executed on _____, 2021, by the Redevelopment Agency of Midvale City, a political subdivision of Utah, and blu line designs, a Utah professional corporation.

Background

On August 10, 2004, the Redevelopment Agency of Midvale City Board of Directors adopted the Jordan Bluffs Project Area which consists of 270 acres on Midvale City's west side; and

Gardner Jordan Bluffs, L.C., has assumed a Master Development Agreement for the Jordan Bluffs Project Area; and

Gardner Jordan Bluffs intends to dedicate approximately 15 acres of its property to Midvale City and provide no more than \$6,000,000 of improvements in order to create the Central Community Park; and

The Central Community Park and available open space and their related facilities will have significant benefits for Gardner Jordan Bluffs, L.C., the Agency, and Midvale City; and

The Agency desires to ensure that the Central Community Park meets the needs of and maximizes the benefits for the City and the Jordan Bluffs Project Area; and

The Agency published a Request for Proposals for Professional Design, Development, and Architectural Services for the Central Community Park Project; and

blu represented to the Agency that it is qualified to provide such services and has demonstrated its desire to provide services by submitting a response to the RFP; and

In accordance with Midvale Municipal Code 3.02.130, the Agency determined that blu was the responsive responsible bidder; and

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

Agreement

1. **Central Community Park Project.**

A. **Data Gathering.**

blu will familiarize itself with the Jordan Bluffs area, its history, current

conditions, and future goals. blu will develop a list of open space needs in the Jordan Bluffs Project Area and provide the Agency with a technical report of its findings.

B. Central Community Park Planning.

In coordination with Agency and Midvale City staff, blu will provide a technical report that addresses and includes:

- i. What features and improvements should be added to, or removed from, the conceptual park design;
- ii. Community feedback on the Central Community Park received from a public engagement open house conducted by blu and scheduled and hosted in coordination with the Agency;
- iii. Detail the anticipated maintenance requirements and costs for proposed open space improvements;
- iv. Recommendations on site design and development including irrigation, landscaping, facilities, facility locations, park amenities and similar items;
- v. Recommendations on a phasing plan for initial park construction and future improvements, including estimated cost of construction;
- vi. Recommend access standards, including access points, parking count, and location requirements; and
- vii. Recommendations on how to maximize the developer's contribution to the development of the park.

C. On-Going Professional Services.

blu agrees to provide the following services as requested by the Agency:

- i. Validate cost estimates for park features and improvements provided by the developer;
- ii. Review and provide opinions of park design and operation proposals from developer, Agency, and City Staff;
- iii. Provide written recommendations as needed regarding maintenance of facilities and improvements within the Central Community Park;
- iv. Assist with public engagement regarding open space needs assessments, designs, and development for the Jordan Bluffs Project Area. Assistance may include facilitating meetings, providing meeting materials, and generating summary reports of public engagement;
- v. Provide open space technical reports for projects within the Jordan Bluffs Project Area as requested by the Agency; and
- vi. Conduct public engagement open houses scheduled and hosted in coordination with the Agency.

Any request by the Agency to perform one or more of the above services will be submitted as a task order that will define the scope of work of such request.

Within two business days, blu will provide the Agency with an estimated cost and schedule to complete the Agency's task.

2. **Term.** The Agreement will become effective on the execution date at the top of Agreement. The Agreement will expire upon the third anniversary of its execution. The Parties may mutually renew the Agreement for one-year periods until the final acceptance of the Central Community Park by Midvale City from Gardner Jordan Bluffs, L.C., or any subsequent developer.

3. **Compensation.**

- A. **Project Cost.**

- i. **Data Gathering.** The Agency will pay blu \$5,015 to complete the Data Gathering requirements under Subsection 1(A) of the Agreement.
 - ii. **Central Community Park Planning.** The Agency will pay blu \$15,300 to complete the Central Community Park Planning requirements under Subsection 1(B) of the Agreement.
 - iii. **On-Going Professional Services.** The Agency will pay blu to complete any requested On-Going Professional Services under Subsection 1(C) of the Agreement in accordance with blu's hourly rates attached as Exhibit A.

- B. **Invoices.** In order to receive payment, blu will submit invoices to the Agency. The invoice must be itemized, describe the work performed, and provide sufficient documentation of the work performed. Within 30 days of receiving the invoice, the Agency will pay blu for any uncontested charges. The Parties will resolve any disputed charges under Section 10 of this Agreement.

- C. **Non-Funding.** The Parties acknowledge that funds are not presently available for the Agency's performance under this Agreement beyond June 30, 2021. The Agency's ability to pay compensation under this Section beyond June 30, 2021, is contingent upon funds being appropriated in future fiscal years. In the event that insufficient funds are appropriated, the Agreement will terminate and become null and void on the first day of the City fiscal year for which funds were not sufficiently appropriated. In the event of a reduction in appropriations, the Agreement will terminate and become null and void on the last day before the reduction becomes effective. Termination of this Agreement under this Subsection will not be considered a breach of this Agreement. Such termination will be without any penalty or liability.

4. **Schedule.**

- A. **Data Gathering.** blu will complete the Data Gathering requirements under Subsection 1(A) of the Agreement within 30 days of the execution of this

Agreement.

B. Central Community Park Planning.

- i. Public Engagement Open House.** The Agency and blu anticipate hosting a public engagement open house in accordance with Subsection 1(B)(ii) within 75 days of executing this Agreement. The Agency and blu will negotiate the actual date of the public engagement open house in good faith.
- ii. Data Gathering.** blu will provide a technical report to the Agency that meets the Central Community Park Planning requirements under Subsection 1(B) of the Agreement within 30 days of the completion of the public engagement open house scheduled under Subsection 4(B)(i).

C. On-Going Professional Services. Upon request of the Agency, blu will complete any requested tasks under Subsection 1(C) of the Agreement within the timeframe agreed to by the Agency and blu.

D. Acts of God. In the event that a Party is unable to perform any of its obligations under this Agreement due to events beyond its reasonable control, the Party must notify the other Party of its inability to meet its obligations and identify the events beyond its reasonable control. The other Party may either modify the schedule under the Agreement to reasonably accommodate the unforeseen event, or it may terminate the Agreement under Subsection 8(A) of this Agreement. Events beyond a Party's reasonable control include, but are not limited to, fires, floods, accidents, strikes, riots, acts or threats of terrorism, epidemics, and natural disasters.

E. Midvale-Caused Delay. Both Parties recognize that the Agency's cooperation is necessary for blu to successfully complete the Project in accordance with the schedules in Subsections 4(A)-(C). In the event that the Agency unreasonably delays blu's performance, the affected schedule will be extended by the number of days blu's performance was unreasonably delayed by the Agency.

F. Time. Time is of the essence.

5. Standard of Care.

blu represents that its performance under this Agreement will be completed in a manner consistent with the level of care and skill ordinarily exercised by the members of blu's profession currently practicing in the same locality, at the same time, and under similar conditions.

6. Insurance.

A. Coverage Amounts. blu must retain, at a minimum, the following insurance

coverages for the term of this Agreement:

- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate;
 - ii. Automobile Liability: \$1,000,000 combined single limit;
 - iii. Professional Negligence/Errors and Omissions: \$1,000,000 per occurrence; and
 - iv. Worker's Compensation Insurance at statutory limits.
- B. **Additional Insured.** Except for its Worker's Compensation Insurance policy, blu must list the Agency as an additional insured on the insurance policies required under Subsection 6(A) of this agreement.
- C. **Primary Insurance.** Insurance under this Section is required to be primary, non-contributory, and not in excess of any insurance or self-insurance policies available to or maintained by the Agency.

7. **Indemnification.**

- A. **blu.** blu agrees to indemnify, defend, and hold harmless the Agency and its officials, officers, employees, volunteers, and agents from and against all damages, liabilities, and claims (including legal fees) arising from blu's breach of contract, negligence, recklessness, intentional misconduct, or subconsultant's negligence.
- B. **Agency.** The Agency agrees to indemnify, defend, and hold harmless blu and its officers, employees, and agents from and against all damages, liabilities, and claims (including legal fees) arising from the Agency's breach of contract, negligence, recklessness, or intentional misconduct.

8. **Termination.**

- A. **Convenience.** The Agency may terminate this Agreement at its convenience at any time by providing blu 30-day prior written notice. Termination under this Section will not be considered a default. The Agency agrees to pay blu for any work performed under this Agreement prior to the termination. blu must provide reasonable, detailed documentation to the Agency for any work performed prior to the termination. blu will provide the Agency with any project-related work product created before termination of the Agreement upon final payment from the Agency.
- B. **Cause.**

- i. **blu.** In the event that blu terminates this Agreement because of the Agency's default, the Agency will pay blu for any completed work within 30 days of the termination of this Agreement. blu will provide the Agency with any project-related work product created before termination of the Agreement upon final payment from the Agency.
- ii. **Agency.** In the event that the Agency terminates this Agreement because of blu's default, the Agency will pay blu for any completed work within 30 days of the termination of this Agreement. blu will provide the Agency with any project-related work product created before termination of the Agreement upon final payment from the Agency.

9. **Default.**

- A. **blu.** In the event that the Agency defaults under this Agreement, blu may pursue the following remedies upon written notice of the default and the remedy to Midvale.
 - i. **Stop Performance.** blu may stop performance under this Agreement until the Agency has cured the default.
 - ii. **Interest.** blu may charge the Agency 1.5% interest, compounded monthly, on any unpaid amount owed by the Agency.
 - iii. **Termination.** If the Agency has not cured the default within a reasonable amount of time, blu may terminate this agreement in accordance with Subsection 8(B)(i) of this Agreement.
- B. **Agency.** In the event that blu defaults under this Agreement, the Agency may pursue the following remedies upon written notice of the default and the remedy to blu.
 - i. **Suspend Performance.** The Agency may suspend blu's performance under this Agreement until blu has cured the default.
 - ii. **Withhold Payment.** The Agency may withhold payment until blu has cured the default.
 - iii. **Termination.** If blu has not cured the default within a reasonable amount of time, the Agency may terminate this Agreement in accordance with Subsection 8(B)(ii) of this Agreement.
- C. **Other Legal Remedies.** The list of remedies under this Section is not exhaustive. Either Party may pursue any other right or remedy available to it, either in law or equity, on account of the other Party's default.

- D. **Nonexclusive.** The remedies available to the Parties are nonexclusive. Either Party may use any combination of remedies available.

10. **Dispute Resolution.**

Any dispute arising under or relating to this Agreement will be resolved in the following order:

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

11. **Applicable Laws.**

blu agrees to comply with all applicable laws, rules, and regulations. This includes, but is not limited to, not discriminating against any individual in an employment decision because of the individual's race, color, sex, age, religion, national origin, disability, pregnancy, familial status, veteran status, genetic information, sexual orientation, or gender identity

12. **Notice.**

Any notice required or permitted under this Agreement will be deemed sufficiently given or served if personally delivered or sent by United States Certified Mail, return receipt requested, addressed as follows:

Midvale City RDA
Attn: Jessica Stephens
7505 S. Holden Street
Midvale, Utah 84047

blu line designs
Attn: Robert Donigan
8719 S Sandy Parkway
Sandy, Utah 84047

The Parties each have the right, from time to time, to change their respective notice addresses under this Section by written notice to the other Party.

13. **Relationship of Parties.**

blu is an independent contractor. The Parties have not created any other legal relationship with each other including, but not limited to, that of employee or agent of the other Party. Neither Party has the authority or power to bind the other Party.

14. **Modification.**

The Parties may modify this Agreement with prior written consent by both Parties. Any other modification is prohibited and invalid.

15. **Assignment and Delegation.**

A Party may not assign or delegate any part of this Agreement without the other Party's prior written consent. A Party may not unreasonably withhold its consent.

16. **Subcontractors.**

- A. **Prior Consent.** If blu subcontracts with any entity for performance under this Agreement, it must first receive written consent from the Agency. The Agency may not withhold its consent unreasonably.
- B. **Responsibility.** blu is responsible for the acts or omissions of any of its subcontractors in the performance of this Agreement. Any subcontractor retained by blu to perform work under this Agreement is subject to the requirements of this Agreement.
- C. **Status Verification.** If blu subcontracts with an entity that performs on-site work at any Midvale location, the subcontractor must be compliant with Section 19 of this Agreement. Prior to performing any work, the subcontractor must provide certification of its compliance prior to performing any work under this Agreement.

17. **Conflict of Interest.**

- A. **Relationship.** blu represents and warrants that none of its officers, employees, or immediate family members of its officers or employees is or has been an elected official, employee, board member, commission member, or agent of the Agency or its affiliates who influences the Agency's procurement process. This includes, but is not limited to, anyone involved in the Agency's drafting of procurement and project documents or the Agency's selection of a bidder.
- B. **Gift.** blu represents and warrants that is has not provided any compensation or gift in any form, whether directly or indirectly, to an elected official, employee, board member, commission member, or agent of the Agency or its affiliates who influences the Agency's procurement process. This includes, but is not limited to, anyone involved in the Agency's drafting of procurement and project documents or the Agency's selection of a bidder.

18. **Government Records Access and Management Act.**

The Agency is a governmental entity that is subject to Utah's Government and Records

Access and Management Act, Utah Code Ann. §§ 63G-2-101 to 901. Any documents produced or collected under this Agreement may be subject to public access. If blu believes that a document should be protected under Utah Code Ann. §§ 63G-2-305(1) or (2), blu must provide a written claim of business confidentiality to the Agency that complies with Utah Code Ann. § 63G-2-309(1). blu agrees to cooperate with and to supply any requested records to the Agency with any public records request. This obligation will survive any suspension or termination this Agreement.

19. **Status Verification.**

Under the Utah Immigration Accountability and Enforcement Act, Utah Code Ann. §§ 63G-12-101 to 402, any entity contracting with a public employer is required to participate in Utah's Status Verification System. blu will provide the Agency a certification of its compliance with this requirement prior to performing work under this Agreement.

20. **Waiver.**

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

21. **Severability.**

In the event that any provision of the Agreement is held to be void, the voided provision will be considered severable from the remainder of the Agreement and will not affect any other provision in the Agreement. If the provision is invalid due to its scope or breadth, the provision will be considered valid to the extent of the scope or breadth permitted by law.

22. **Governing Law and Venue.**

This Agreement is governed, construed, and interpreted under the laws of the State of Utah. Any suit arising from this Agreement must be brought within the appropriate court in Salt Lake County, Utah.

23. **Entire Agreement.**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings or agreements between the Parties.

Signature Page to Follow.

The Redevelopment Agency of Midvale City and blu have read and understand the terms of this Central Community Park Project Agreement. Both Parties have demonstrated their willingness to enter into the Agreement as of the date above by having their Authorized representatives sign below.

THE REDEVELOPMENT AGENCY OF
MIDVALE CITY

Robert M. Hale, Chief Administrative Officer

ATTEST:

Rori L. Andreason, Secretary

blu line designs

Robert Donigan, Project Manager

Exhibit A

Hourly Rates

HOURLY RATES

Principal Landscape Architect_____	\$150/hr
Senior Associate Landscape Architect_____	\$145/hr
Associate Landscape Architect/PM_____	\$130/hr
Senior Landscape Architect_____	\$110/hr
Landscape Architect_____	\$95/hr
Landscape Designer_____	\$80/hr
Drafter_____	\$65/hr
Principal Engineer_____	\$155/hr
Senior Engineer/PM_____	\$125/hr
PLS or PE_____	\$115/hr
Senior Civil Designer_____	\$95/hr
Survey Crew_____	\$125/hr

DIRECT EXPENSES

Automobile Travel_____	\$0.545/mile
Black & White Copies/Prints - 8 1/2"x11"_____	\$0.10 per copy
Black & White Copies/Prints - 11"x17"_____	\$0.10 per copy
Color Copies/Prints - 8 1/2"x11"_____	\$0.10 per copy
Color Copies/Prints - 11"x17"_____	\$0.10 per copy
Black & White Plotter Bond_____	\$2.50 per SF
Color Plotter Bond_____	\$5.50 per SF
Outside Reproduction_____	cost plus 10%



7505 South Holden Street
Midvale, UT 84047
Phone (801) 567-7200
www.midvalecity.org

March 4, 2021

blu line designs
8719 S Sandy Pkwy
Sandy, UT 84070

RE: Notice of Award

Dear Mr. Donigan:

The Redevelopment Agency of Midvale City is pleased to notify you that blu line designs' proposal for the Central Community Park Project has been selected as the successful bid. By accepting this award, blu is agreeing to the terms of the Request for Proposal, attached as Exhibit "A," and your proposal dated February 18, 2021, attached as Exhibit "B," for the bid price of \$21,200 and the submitted hourly rates.

blu and the Redevelopment Agency of Midvale City will need to execute an agreement prior to work starting on the project. We anticipate making minor modifications to the contract that was provided in the RFP. We will contact you to discuss any proposed substantive changes. We hope to work through this process with you prior to Tuesday, March 16, so that the contract can be approved by the Agency Board of Directors that night. If blu has any questions regarding the contract, please contact me immediately. I can be reached at fhullinger@midvale.com or 801-567-7254.

If you accept this award, please sign the following page and e-mail the signed copy to me. Thank you for your participation, and the Redevelopment Agency of Midvale City looks forward to working with you.

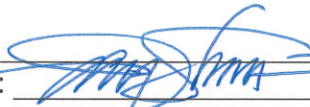
Sincerely,

Fawn Hullinger
Procurement and Contract Specialist

ACCEPTANCE OF AWARD

The Redevelopment Agency of Midvale City has awarded blu line designs the Central Community Park Project. blu line designs has reviewed the Agency's Notice of Award, dated March 4, 2021, and accepts the award.

ACCEPTED BY:
blu line designs

By: 
Its: PRESIDENT

Date: MARCH 8, 2021