

RESOLUTION NO. 2022- 01RDA

A RESOLUTION AUTHORIZING THE EXECUTION OF THE ARTS CONFERENCE AND MURAL FESTIVAL GRANT AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF MIDVALE CITY AND ALL CAPS ART GALLERY ALONG WITH AN AUTHORIZATION TO TRANSFER FUNDS FROM BINGHAM JUNCTION RDA TO THE MAIN STREET CDA

WHEREAS, the Redevelopment Agency of Midvale City (Agency) adopted the Main Street Community Development Area budget, which includes a budgeted amount of \$1,945,250 specifically for public art; and

WHEREAS, the Agency began commissioning ALL CAPS to produce art projects in conjunction with Main Street events and found their work to be high-quality and the artists to be reliable and professional; and

WHEREAS, ALL CAPS has requested a grant from the Agency in the amount not to exceed \$119,730 to facilitate an arts conference and mural festival to take place in the Midvale Main Street Area; and

WHEREAS, the funded projects are to include those activities associated with facilitating an art conference and mural festival.

WHEREAS, the art conference will be a one-day event held on or around April 30, 2022 at the Midvale Performing Arts Center, whereby attendees can listen to and engage with influential speakers who provide lessons on personal and professional development.

WHEREAS, the mural festival will be a four-day event held in the Midvale Main Street area, whereby selected artists are invited to paint murals on designated walls.

WHEREAS, The Agency recognizes the public benefit created by supporting public art and believes the art conference and mural festival will increase recognition of Midvale's Main Street area as a center for arts and culture, enhance the vibrancy of the area due to beautification efforts and increased community access to the arts, and increase economic activity in and around Midvale City.

WHEREAS, the Agency approves a transfer of \$131,730 from Bingham Junction RDA to Main Street CDA to fund the Arts Conference and Mural Festival Grant Agreement; and

WHEREAS, the Agency, per Utah State Code 17C-1-409(1)(d), may loan project area funds from a project area fund to another project area fund if the board approves, the community legislative body approves, and Agency projections of funds are sufficient to repay the loan amount; and


NOW THEREFORE BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF MIDVALE CITY, that the Board of Directors does hereby approve the Arts Conference and Mural Festival Grant Agreement between the Redevelopment Agency of Midvale City and ALL CAPS Art Gallery and authorize the Chief Administrative Officer to execute the agreement, subject to any additional terms and conditions approved by the Agency Attorney's Office.

Furthermore, the Board of Directors approves of a loan between the Bingham Junction RDA and the Main Street CDA of \$131,630. The Agency projects that the Main Street CDA will generate tax increment revenues sufficient to repay the Bingham Junction RDA per Utah State Code 17C-1-409(d)(ii).


APPROVED AND ADOPTED this 15th day of February 2022.




Marc Stevens
Chief Administrative Officer


Matt Dahl
Executive Director

ATTEST:


Rori L. Andreason, MMC
Secretary

Voting by the Board
of Directors:

"Aye" "Nay"

Quinn Sperry	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paul Glover	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Heidi Robinson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bryant Brown	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dustin Gettel	<input checked="" type="checkbox"/>	<input type="checkbox"/>

MIDVALE CITY, UTAH

RESOLUTION NO. 2022-R-07

A RESOLUTION APPROVING THE TRANSFER OF REDEVELOPMENT AGENCY FUNDS FROM THE BUNGHAM JUNCTION REDEVELOPMENT AREA TO THE MAIN STREET COMMUNITY DEVELOPMENT AREA IN ORDER TO FUND THE ART CONFERENCE AND MURAL FESTIVAL GRANT AGREEMENT

WHEREAS, 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's Board of Directors adopted a resolution authorizing The Redevelopment Agency of Midvale City to enter into a grant agreement with ALL CAPS Art Gallery to provide grant funds in the amount of up to \$131,730 via Resolution No 2022-01RDA; and

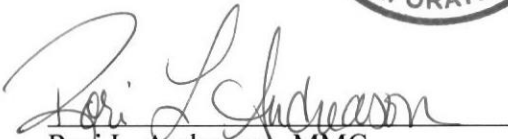
WHEREAS, Utah State Code Annotated I 7C-1-409 Allowable uses of agency funds (I)(d)(i) permits redevelopment agencies to transfer funds between project areas as long as repayment can be assured, the redevelopment agency's board approves, and the governing body of the community in which the agency is located also approves.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF MIDVALE CITY, that the Redevelopment Agency of Midvale City's projections indicated that the Main Street CDA will generate funds sufficient to repay the loan amount to the Bingham Junction RDA. The Agency has approved the transfer funds between the Bingham Junction RDA and the Main Street CDA in the amount of \$131,730. With the adoption of this resolution, all legal requirements will have been met for the funds to be transferred from the Bingham Junction Project Area to the Main Street CDA to Fund the Art Conference and Mural Festival Grant Agreement.

PASSED AND ADOPTED BY THE CITY COUNCIL OF MIDVALE CITY this 15th day of February 2022.



ATTEST:


Rori L. Andreason, MMC
City Recorder


Marc Stevens
Mayor

Voting by the City Council	"Aye"	"Nay"
Quinn Sperry	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paul Glover	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Heidi Robinson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bryant Brown	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dustin Gettel	<input checked="" type="checkbox"/>	<input type="checkbox"/>

GRANT AGREEMENT

This Agreement is made and entered into this 15th day of February 2022, by and between the Redevelopment Agency of Midvale City, a political subdivision of the state of Utah, hereinafter referred to as “Agency,” and Aelias and Brigham LLC, which does business as ALL CAPS Art Gallery, a limited liability corporation, hereinafter referred to as “ALL CAPS.”

WHEREAS, the Agency adopted the Main Street Community Development Area budget, which includes a budgeted amount of \$1,945,250 specifically for public art; and

WHEREAS, the Agency recently began commissioning ALL CAPS to produce art projects in conjunction with Main Street events and found their work to be high-quality and the artists to be reliable and professional; and

WHEREAS, ALL CAPS has requested a grant from the Agency in the amount of \$119,730 to facilitate an arts conference and mural festival to take place in the Midvale Main Street Area; and

WHEREAS, the funded projects are to include those activities associated with facilitating an art conference and mural festival.

WHEREAS, the art conference will be a one-day event held on or around April 30, 2022 at the Midvale Performing Arts Center, whereby attendees can listen to and engage with influential speakers who provide lessons on personal and professional development.

WHEREAS, the mural festival will be a four-day event held in the Midvale Main Street area, whereby selected artists are invited to paint murals on designated walls.

WHEREAS, The Agency recognizes the public benefit created by supporting public art and believes the art conference and mural festival will increase recognition of Midvale’s Main Street area as a center for arts and culture, enhance the vibrancy of the area due to beautification efforts and increased community access to the arts, and increase economic activity in and around Midvale City.

NOW, THEREFORE, based on the mutual previous covenants and conditions contained herein it is agreed by and between parties as follows:

SECTION ONE: The Recitals to this Agreement are incorporated into and shall constitute a part of this Agreement. Additionally, any funds disbursed to ALL CAPS by the Agency are conditioned on ALL CAPS providing the deliverables stated in the Recitals.

SECTION TWO: The Agency will provide grant funds to ALL CAPS in the amount of \$119,730 (“Grant Money”). The amount of the Grant money may be increased by a maximum of 10% (\$11,900) with written approval by and at the complete discretion of Agency. If ALL CAPS desires to access the additional funds, it must submit a written request that includes a description and explanation of the need for the additional funds.

SECTION THREE: ALL CAPS agrees to use the Grant Money as described and in the amounts listed in the detailed budgets attached as Exhibit A. ALL CAPS must receive written approval from Agency staff if any individual item listed on Exhibit A increases by more than 20%.

SECTION FOUR: The Agency will disburse the Grant Money as follows:

- a. Subsequent to the signing of this agreement, the Agency shall make an initial disbursement in the amount of \$60,000 to ALL CAPS in a manner agreeable to both parties.
- b. Upon notification by ALL CAPS of the depletion of the initial disbursement, the Agency may make a second disbursement in the amount of \$59,730, the remaining amount of the Grant Money.
- c. Before the Agency will make a second disbursement, ALL CAPS shall provide the Agency with a full accounting of the initial disbursement. The accounting must include but is not limited to: receipts, third-party contracts, and invoices.

SECTION FIVE: This Agreement will expire on December 31, 2022. ALL CAPS must expend, donate, or return the Grant Money prior to this Agreement's expiration.

SECTION SIX: ALL CAPS is required to maintain complete and accurate financial records. To ensure accountability and transparency, ALL CAPS must provide the Agency with all sales receipts, invoices, travel claims, pay vouchers, third-party contracts, and all other forms of proof of payment, that demonstrate to whom the funds were paid and for what purpose, within 30 days from the date of the mural festival. ALL CAPS will be responsible for the safekeeping and identification of financial records that corroborate the project's financial statement. Records must be kept by ALL CAPS for a period of three (3) years after the completion of the project.

SECTION SEVEN: ALL CAPS agrees to distribute the proceeds from the art conference ticket sales as follows:

- a. 55% to ALL CAPS for their services provided to organize and execute an art conference and mural festival.
- b. 35% to be divided among the speakers (as compensation in addition to their stipend)
- c. 10% donation to Hillcrest High School's art department for the promotion and enhancement of its art programming.
- d. ALL CAPS will provide a detailed accounting of funds received from arts conference ticket sales.

SECTION EIGHT: Any speakers at the art conference that serve on the Midvale City Council or work as Midvale City staff will not receive any financial compensation for speaking.

SECTION NINE: ALL CAPS agrees that the greater of 25% of the total murals or 6 murals will be assigned to artists currently residing in Midvale or artists that own and operate a business or nonprofit located within Midvale.

SECTION TEN: The Agency shall have the ability to request any changes deemed necessary and appropriate to ensure that the funded projects provide the desired benefits to the community. This includes but is not limited to the ability of the Agency to deny, oversee, and jointly plan the execution of the funded projects. The Agency may take part in the selection process and may deny an artist who has applied to participate in the mural project.

SECTION ELEVEN: The Agency will reserve the right to require Agency participation and approval during the selection process of artists seeking to participate in the mural festival.

SECTION TWELVE: ALL CAPS shall ensure that any installation of visual imagery created during the mural festival shall be appropriate for all audiences. The imagery shall not reflect partisan politics, contain sexual or religious content, or express a commercial aspect through use of logos, slogans, or other advertising messages.

SECTION THIRTEEN: ALL CAPS shall obtain the necessary written authorizations and permissions from property owners for the placement of the murals. In addition, ALL CAPS shall ensure to the best of their ability that appropriate measures are taken to prepare wall surfaces before mural work commences.

SECTION FOURTEEN: ALL CAPS shall ensure that the Agency and Midvale City retain a perpetual license for any future use of the art placed as part of the mural festival.

SECTION FIFTEEN: ALL CAPS agrees to obtain and provide proof of general liability insurance in an amount of \$2,000,000 for the art conference and \$2,000,000 for the mural festival. ALL CAPS agrees that Midvale City and The Redevelopment Agency of Midvale City shall be named as an additional insured party on any obtained policies with regards to the activities relating to the art conference and mural festival. All insurance required under this Section shall be primary and non-contributing to any coverage carried or maintained by the Agency

SECTION SIXTEEN: ALL CAPS agrees to work in collaboration with Midvale City's Communications Director to promote the activities relating to the art conference, mural festival, Midvale's Main Street Area, and the Art House located at 7696 S Main Street, Midvale, Utah.

SECTION SEVENTEEN: ALL CAPS further agrees to include the following credit in all promotion, publicity, and printed programs: This project was supported by the Redevelopment Agency of Midvale City.

SECTION EIGHTEEN: In the event that ALL CAPS violates the terms of this Agreement and the Agency provides notice of the violation to ALL CAPS, ALL CAPS will have 14 days to remedy any violations. During any violation, the Agency can suspend the parties' performance under this Agreement. If ALL CAPS is unable to remedy the violations within 14 days, the Agency may pursue any combination of the following remedies:

- a. The Agency may require ALL CAPS to return any unused Grant Money within 30 days.
- b. The Agency may require ALL CAPS to reimburse the Agency for any Grant Money that was not spent in accordance with this Agreement within 30 days.
- c. The Agency may terminate this Agreement immediately.
- d. The Agency may use any available legal or equitable remedy.

SECTION NINETEEN: If a party brings an action to enforce its rights under this Agreement, the prevailing party will recover any expenses incurred in connection with the action and any subsequent appeals including, but not limited to, attorneys' fees and court fees.

SECTION TWENTY: In the event that a war, riot, strike, flood, fire, pandemic, earthquake, or a natural disaster of similar magnitude occurs that prevents ALL CAPS from performing under this Agreement, either party may terminate this Agreement by prior written notice to the other party. Any unspent Grant Money will be returned to the Agency within 30 days of termination.

SECTION TWENTY-ONE: The rights and obligations arising under this Agreement may not be assigned, delegated, or otherwise transferred to another entity or party without the prior written consent from the non-transferring party.

SECTION TWENTY-TWO: ALL CAPS agrees to defend, indemnify, and hold harmless the Agency and its officials, officers, employees, volunteers, and agents from and against all damages, liabilities, claims, costs and reasonable attorneys' fees related to ALL CAPS' performance under this Agreement including, but not limited to, any negligent or wrongful acts of its officers, employees, subcontractors, agents, or other acting on behalf of ALL CAPS.

SECTION TWENTY-THREE: This Agreement does not create any joint venture partnership, undertaking, or business relationship between the parties nor any rights or benefits to third parties. ALL CAPS is an independent contractor and not an agent for the Agency, nor is the Agency an agent for ALL CAPS. It is understood that ALL CAPS is not an employee of the Agency, and ALL CAPS has no authority to enter into legally binding obligations on behalf of the Agency.

SECTION TWENTY-FOUR: ALL CAPS agrees to follow all applicable federal, state, and local laws.

SECTION TWENTY-FIVE: Any modification to this Agreement is prohibited without prior written consent of both parties.

SECTION TWENTY-SIX: 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 other existing or subsequently occurring breach.

SECTION TWENTY-SEVEN: 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.

SECTION TWENTY-EIGHT: This Agreement constitutes the entire agreement and supersedes all prior understandings or agreements relating to Grant Money between the parties.

SECTION TWENTY-NINE: The Agreement is governed, construed, and interpreted by, through, and under the laws of the State of Utah. Both parties agree that any action related to this Agreement will be commenced within the appropriate court in Salt Lake County, Utah. Both parties' consent to the jurisdiction of that venue.

The Agency and ALL CAPS have read and understand the terms of this Agreement for Services. Both parties have demonstrated their willingness to enter into the Agreement as of the date above by having their authorized representative sign below.

REDEVELOPMENT AGENCY OF MIDVALE CITY:





Marcus Stevenson, Chief Administrative Officer


Matt Dahl, Executive Director

ATTEST:


Ron L. Andreason, Agency Secretary

ALL CAPS Art Studio LLC:

By: 

Its: Owner; and

By: 

Its: Owner

Exhibit A: Budgets

Art Conference

Conference Speakers (flights, hotels, speaking fees, etc.)	\$14,000.00
Camera Crew/ Audio Tech /Content and Media Coverage	\$15,000.00
Marketing (paid social media post, physical signage etc.)	\$2,500.00
Resource Bag Items (General Admission)	\$3,000.00
Resource Bag Items (VIP)	\$2,500.00
Catered Lunch for Staff / VIP	\$700.00
Misc expenses	\$500.00
30% Committee Organization Fee	\$11,460.00
	\$49,660.00

Mural Festival

Smaller walls - \$800 (7)	\$5,600.00
Medium walls - \$3,500 (6)	\$21,000.00
Large Wall - \$5,000 (1)	\$5,000.00
Artist Alley walls - \$2,000 (8)	\$16,000.00
Buff/cover paint 5Gal primer \$80 (20)	\$1,600.00
Lifts and Ladders	\$800.00
Marketing and Promotion	\$400.00
Video / Film	\$2,000.00
Street Fair Vendor Organization	\$500.00
Live Music	\$1,000.00
30% Committee Organization Fee	\$16,170.00
	\$70,070.00

Art Conference and Mural Fest Totals

Art Conference Total budget	\$49,660.00
Mural Festival total Budget	\$70,070.00
	\$119,730.00