

**THE REDEVELOPMENT AGENCY OF MIDVALE CITY
RESOLUTION NO. 2023-06RDA**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL
AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF MIDVALE CITY
AND SALT LAKE COUNTY**

WHEREAS, The Redevelopment Agency of Midvale City (the Agency) seeks to transform Midvale's Main Street and establish it as a much-needed public space that plays a vital role in the economic and social lives of the surrounding community; and

WHEREAS, the Agency is currently working with Design Workshop on the Urban Streetscape and Lighting Design study, which will result in a design concept for festival lighting along Midvale's Main Street; and

WHEREAS, the Agency applied for funding through the Salt Lake County Tourism, Recreation, Culture and Convention (TRCC) Support Program to support the costs of installing festival lighting along the length of Midvale's Main Street; and

WHEREAS, Salt Lake County approved the Agency's application for funding and awarded the Agency \$200,000 for the installation of festival lighting; and

WHEREAS, The Agency is committing \$187,700 to provide matching funding to cover the remaining cost of the project; and

WHEREAS, the Agency seeks to use the awarded TRCC funds to implement the Main Street Festival Lighting Project; and

WHEREAS, Salt Lake County has prepared an Interlocal Agreement (Agreement) for the administration of the TRCC Support Program.

NOW THEREFORE BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF MIDVALE CITY, that the Board of Directors does hereby approve the Interlocal agreement regarding the TRCC Support Program, between the Redevelopment Agency of Midvale City and Salt Lake County and authorize the Chief Administrative Officer to execute the agreement.

Passed and Adopted by the Board of Directors of the Redevelopment Agency of Midvale City, State of Utah, this 2nd **day of** May, 2023.



Marcus Stevenson,
Chief Administrative Officer



Matt Dahl
Executive Director

ATTEST:

Rori L. Andreason
Rori L. Andreason, MMC
Secretary



Voting by the Board: "Aye" "Nay"

Quinn Sperry	<u>✓</u>	_____
Paul Glover	<u>✓</u>	_____
Heidi Robinson	<u>Absent</u>	_____
Bryant Brown	<u>✓</u>	_____
Dustin Gettel	<u>✓</u>	_____

**CONTRACT APPROVAL COVER SHEET**
 CONTRACT NO: 2023-36
 (RECORDER ONLY)

Contract Title: TRCC Interlocal Agreement Main Street Lighting Project
Approval Signature Required:
Contract Analyst: Susan Stengel **Date:** 5/3/2023
City Attorney's Office: Garrett Wikoy **Date:** 5/4/2023
Department Head: Adam Olsen **Date:** 5/3/2023
City Manager: Matt Dahl **Date:** 5/8/2023
Requesting Department: RDA

 City Contact Name: Kate Andrus

 Project/Contract Name: TRCC Interlocal Agreement Main Street Lighting Project

 Budget Amount: \$187,000.00
Bid Information:
 Bid Type: N/A

 Bid Exception: Interlocal Agreement
 (i.e: Sole Source, Professional Services, etc.)

Bid/Exception Date: _____

 Council Approval Date: 5/2/2023 Resolution No. 2023-06RDA
Party/Vendor Information:
 Name: Salt Lake County

 Contact: Lori Okino

 Telephone: 385-468-7053

 Email: lokino@slco.org

 Contract Purpose: TRCC Interlocal Agreement Main Street Lighting Project

 Begin Date: 5/3/2023

 Termination Date: 3/31/2024

 Renewal Option: None

Other Documents Required: _____ Due Date: _____

OTHER SIGNIFICANT TERMS AND ANNUAL OBLIGATIONS (Insurance Certificate, Payments, etc.): _____
RECORDER ONLY
 DATE RECEIVED: 5-8-2023

 DATE SCANNED TO ONBASE: 5-8-23 INDEX: Recorder/Agreements

CONTRACT APPROVAL COVER SHEET

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APPROVAL:

I certify that I have read and understand the terms of this draft agreement and have met all procurement requirements. I certify that I have appropriate authority to submit this draft agreement on behalf of my department. I further certify that the draft agreement is complete and includes all exhibits, attachments, and pages.

Signed: _____ Date: _____

Name: _____

Title: _____

County Contract No. _____
DA Log No. 23CIV000419

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

REDEVELOPMENT AGENCY OF MIDVALE CITY

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of its Department of Community Services (“County”) and the **REDEVELOPMENT AGENCY OF MIDVALE CITY**, a public agency established by resolution by the Midvale City Council (“RDA”). County and RDA may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

A. The County is a county existing pursuant to Article XI, Section 1 of the Utah Constitution, and the Department of Community Services is a department of the County pursuant to Salt Lake County Ordinances, § 2.06B.020.

B. The County receives funds (“TRCC Funds”) pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 *et seq.* (the “TRCC Act”). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

C. RDA is a public agency established by resolution by the Midvale City Council.

D. RDA has requested TRCC Funds from the County to help it fund the project described in application attached hereto as **EXHIBIT A**. More specifically, RDA requested TRCC Funds to help fund Midvale Main Street Lighting (the “Project”). The County Council appropriated TRCC Funds for this purpose in the Salt Lake County Budget.

E. The Parties are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Interlocal Cooperation Act”), and, as such, are authorized by the Interlocal Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Cooperation Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

F. The Parties have determined that it is mutually advantageous to enter into this Agreement and believe that the County's assistance under this Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents.

A G R E E M E N T:

NOW THEREFORE, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

1 . COUNTY'S CONTRIBUTION.

A. Contribution of TRCC Funds. County agrees to reimburse **two hundred thousand dollars (\$200,000.00)** to RDA from its 2023 TRCC Funds all on the terms and subject to the conditions of this Agreement.

2 . RDA'S OBLIGATIONS AND REPRESENTATIONS.

A. Acknowledgement. RDA acknowledges that the TRCC Funds provided to RDA under this Agreement are County public funds received pursuant to the TRCC Act and Salt Lake County Code of Ordinances §3.10.030, 3.10.040, and 3.10.051, and therefore must be used for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

B. Allowable Uses and Limitation on Use.

(i) RDA shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by RDA to develop the Project as described in **EXHIBIT A**, (application) and **EXHIBIT B**, (project budget).

(ii) RDA shall not expend any TRCC Funds on: (a) fund-raising expenditures related to capital or endowment campaigns, grants or re-grants; (b) direct political lobbying, (c) bad debt expense, (d) non-deductible tax penalties, (e) operating expenses that are utilized in calculating federal unrelated business income tax; or (f) in any other manner that would be inconsistent with the use stated in Paragraphs 2A and 2B of this Agreement.

C. Match Requirement. If RDA's TRCC Application attached hereto as **EXHIBIT A** and/or budget attached as **EXHIBIT B** indicate that RDA will make a matching contribution toward the purpose for which TRCC Funds will be used by RDA under this Agreement, RDA shall make the matching contribution so indicated in the amount specified in RDA's Cultural Facilities Support Program Application. If RDA fails to make and expend such a matching contribution prior to **March 31, 2024**, the County may require repayment of TRCC Funds from RDA for noncompliance with this provision.

D. Deadline to Expend TRCC Funds. RDA shall expend all TRCC Funds received under this Agreement in accordance with Paragraph 2B above prior to **March 31, 2024**. Additionally, if RDA uses any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, RDA shall immediately pay to the County an amount equal to the amount of TRCC Funds spent for purposes other than those identified in Paragraph 2B.

E. Reporting Requirements. RDA shall submit to the County a completed copy of the TRCC Project Status Report, which can be found at <https://slco.org/community-services/trcc-support-program/>, detailing how the TRCC Funds were expended no later than **December 31, 2023 and March 31, 2024**.

F. Request for Reimbursement. RDA shall furnish to County the TRCC Reimbursement Form, which can be found at <https://slco.org/community-services/trcc-support-program/>, together with such invoices or other supporting documentation as County may reasonably require.

G. Deadline to Request Reimbursement of TRCC Funds. All requests for reimbursement under this Agreement shall be made on or before **March 31, 2024**.

H. Recordkeeping. RDA agrees to maintain its books and records in such a way that any TRCC Funds received from the County will be shown separately on RDA's books. RDA shall maintain records adequate to identify the use of the TRCC Funds for the purposes specified in this Agreement. RDA shall make its books and records available to the County at reasonable times.

I. Public Funds and Public Monies:

(i) RDA agrees that the TRCC Funds are "public funds" and "public monies," meaning monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in RDA's possession.

(ii) RDA, as the recipient of "public funds" and "public monies" pursuant to this and other agreements related hereto, expressly agrees that it, its officers, and its employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for TRCC qualifying purposes in Salt Lake County. RDA understands that it, its officers, and its employees may be criminally liable under Utah Code Ann. § 76-8-402 for misuse of public funds or monies. RDA expressly agrees that the County may monitor the expenditure of TRCC Funds by RDA.

(iii) RDA agrees not to make TRCC Funds or proceeds from such funds available to any public officer or employee or in violation of the Public Officers' and Employees' Ethics Act, Utah Code Ann. §§ 67-16-1, *et seq.* (1953, as amended).

J. Right to Verify and Audit. The County reserves the right to verify application and evaluation information and to audit the use of TRCC Funds received by RDA under this Agreement, and the accounting of such use. If the County requests an audit, RDA agrees to cooperate fully with the County and its representatives in the performance of the audit.

K. Noncompliance. RDA agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from RDA for noncompliance with this Agreement, for failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

L. Representations.

(i) No Officer or Employee Interest. RDA represents and agrees that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement.

(ii) Ethical Standards. RDA represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

3 . GENERAL PROVISIONS:

A. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

B. Term of Agreement. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of the County and RDA, including the adoption of any necessary resolutions or ordinances by the

County and RDA authorizing the execution of this Agreement by the appropriate person or persons for the County and RDA, respectively, (ii) the execution of this Agreement by a duly authorized official of each of the Parties, (iii) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and the approval of each respective attorney, and (iv) the filing of a copy of this Agreement with the keeper of records of each Party (the "Effective Date"). This Agreement shall terminate upon RDA's full expenditure of the TRCC Funds received under this Agreement and upon RDA's completion of the associated reporting requirements described in Paragraph 2E above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, RDA's obligations in Paragraphs 2F, 2G, 2H and 2I above and Paragraph 3F below shall survive the expiration or termination of this Agreement.

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

(i) This Agreement shall be authorized as provided in Section 11-13-202.5 of the Interlocal Cooperation Act.

(ii) 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 Section 11-13-202.5 of the Interlocal Cooperation Act.

(iii) 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 Interlocal Cooperation Act.

(iv) The term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Interlocal Cooperation Act.

(v) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(vi) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

(vii) Pursuant to Section 11-13-207 of the Interlocal Cooperation Act, the County Mayor and RDA Executive Officer are hereby designated as the joint administrative board for all purposes of the Interlocal Cooperation Act.

D. No Obligations to Third Parties. The Parties agree that RDA's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to RDA. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

E. Agency. No officer, employee, or agent of RDA or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. RDA and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

F. Governmental Immunity, Liability, and Indemnification.

(i) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 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.

(ii) Liability and Indemnification. The County and RDA 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 County nor RDA will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. However, RDA shall indemnify, defend, and hold harmless the County, 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) RDA's breach of this Agreement; (ii) any acts or omissions of or by RDA, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) RDA's use of the TRCC Funds. RDA 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 County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The Parties agree that the requirements of this Paragraph will survive the expiration or sooner termination of this Agreement.

G. Required Insurance Policies. Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

H. Non-Funding Clause.

(i) The County has requested or intends to request an appropriation of TRCC Funds to be paid to RDA for the purposes set forth in this Agreement. If TRCC Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute TRCC Funds to RDA under this Agreement beyond that date will be null and void. This

Agreement places no obligation on the County to contribute TRCC Funds to RDA in succeeding fiscal years. The County's obligation to contribute TRCC Funds to RDA under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of RDA, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(ii) If TRCC Funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify RDA of such non-funding and the termination of this Agreement. However, in no event, shall the County notify RDA of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which TRCC Funds were last appropriated for contribution to RDA under this Agreement.

I. Termination.

(i) Event of Default. The occurrence of any one or more of the following constitutes an "Event of Default" as such term is used herein:

(a) Failure of RDA to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by RDA on or before the expiration of a thirty (30)-day period commencing upon the County's written notice to RDA of the occurrence thereof.

(b) RDA no longer qualifies for receipt of TRCC Funds under the laws of the State of Utah or under Salt Lake County ordinances or policy.

(c) The County's determination to contribute TRCC Funds to RDA under this Agreement was based upon the submission of erroneous information, or the County reasonably determines that any representations made by RDA under this Agreement are untrue.

(ii) County's Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all remedies conferred upon the County by law or equity and other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(a) Withhold further contributions of TRCC Funds to RDA; and/or

(b) Seek repayment of any TRCC Funds previously paid to RDA under

this Agreement; and/or

(c) Terminate this Agreement.

(iii) Termination Prior to Disbursement. The County may terminate this Agreement for convenience by providing thirty (30)-day's written notice specifying the nature, extent, and effective date of the termination. However, the County may not terminate this agreement once the TRCC Funds have been provided to RDA and have been expended by RDA for the purposes set forth by this Agreement.

J. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or RDA that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to RDA.

K. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

L. Compliance with Laws. The Parties shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement, including, but not limited to, those laws requiring access to persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

M. Records. Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement and the TRCC Funds provided under this Agreement must be kept readily available for review by the County from time to time upon the County's request. Such records must be retained and maintained for a minimum of three (3) years after the end of a budget period. If questions still remain, such as those raised as a result of an audit, records must be retained until completion or resolution of any audit in process or pending resolution. Such records may be subject to the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 *et seq.*

N. Assignment and Transfer of Funds. RDA shall not assign or transfer its obligations under this Agreement nor its rights to the contribution under this Agreement without prior written consent from the County. RDA shall use the TRCC Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

O. Amendments. This Agreement may be amended, enlarged, modified, or altered only by an instrument in writing signed by both Parties. If the amendment or modification is material, the instrument shall be: (i) approved by the governing bodies of the County and RDA, including the adoption of any necessary resolutions or ordinances by the County and RDA authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and RDA, respectively, (ii) executed by a duly authorized official of each of the Parties, (iii) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and executed by each respective attorney, and (iv) filed with the keeper of the records of each Party.

P. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement will remain operative and binding on the Parties.

Q. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

R. Warrant of Signing Authority. The person or persons signing this Agreement on behalf of RDA warrants his or her authority to do so and to bind RDA. The County may require RDA to return all TRCC Funds paid to RDA based upon a breach of warranty of authority.

S. Counterparts. This Agreement may be executed in counterparts, and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2023

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Robin Chalhoub
Department Director

Dated: _____, 2023

Reviewed and Advised as to Form and Legality:

Craig J. Digitally signed by
By **Wangsgard** Craig J. Wangsgard
Date: 2023.03.07
16:42:36 -07'00'
Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR RDA

CITY

REDEVELOPMENT AGENCY OF MIDVALE

By DocuSigned by:
Marcus Stevenson
C946B48D88064ED
Name: Marcus Stevenson
Title: Mayor
Dated: 5/8/2023, 2023

Attest:

DocuSigned by:
Roni Anderson
8C4B468D88064ED
Roni Anderson, RDA Secretary
Date signed: 5/8/2023



Approved as to Form and Legality:

RDA ATTORNEY

By DocuSigned by:
Garrett Wilcox
A3B40D4A13734D1
Name: Garrett Wilcox
Dated: 5/4/2023, 2023

EXHIBIT A
Application


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Salt Lake County
Community Services
TRCC

TRCC 2022 Support Program Application (2023 County budget)

Deadline: 7/6/2022

Redevelopment Agency of Midvale City Midvale Main Street Festival Lighting

Jump to: [Application Questions](#) [Documents](#)

\$ 387,700.00 Requested

Submitted: 7/6/2022 12:42:22 PM (Pacific)

Project Contact

Kate Andrus

rda@midvale.com

Tel: 8015677260

Additional Contacts

nrockwood@midvale.com, kandrus@midvale.com

Redevelopment Agency of Midvale City

7505 S Holden St
Midvale, UT 84047
United States

Telephone 8015677260

Fax

Web

Executive Director

Matt Dahl

mdahl@midvale.com

Application Questions [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #12.

Project Overview

1. Select the type of support you are applying for

Your project must fall under one of these categories to be considered for funding. Please refer to the TRCC Support Guidelines uploaded to the Resources section above for more information on each category.

- ☐ TOUR - Tourism Project Support
- ☐ PRT - Parks, Recreation and Trails Support
- ☒ CFSP - Cultural Facilities Support
- ☐ CON - Convention Facilities Support
- ☐ Other (Please contact the county if you select this option)

2. Please select the Planning Area of Salt Lake County where the project is located.

Please refer to the SLCo Planning Areas Map in the Resources section above for a list of planning areas.

- ☐ North Planning Area
- ☐ West Planning Area
- ☒ East Planning Area
- ☐ Southwest Planning Area
- ☐ Southeast Planning Area

3. Organization Overview: History, programs & services offered, audiences served.

The Redevelopment Agency (RDA) of Midvale City is a public Agency established by resolution by the Midvale City Council on July 6, 1982. The RDA is governed by state regulations, but the specific plans, policies and budgets are overseen and approved by the Mayor and City Council. The purpose of the RDA is to attract private investment into economically depressed

communities; revitalize older neighborhoods through rehabilitation and new development; build housing for all income levels; and eliminate blight within its project areas. Currently, the RDA manages three project areas in Midvale City: Bingham Junction Project Area, Jordan Bluffs Project Area and most recently the Main Street Community Development Project Area (CDA).

Midvale City, formerly known as Bingham Junction, was established at an important railroad crossing and became a center of mining industries. From 1871 to 1987 several different companies operated a number of smelters, refineries, and mills just west of Main Street. The Main Street neighborhood sprang up directly adjacent to the nearby ore industries and became the thriving downtown of Midvale City. Since the height of Midvale's mining industry, the Main Street neighborhood has faced significant challenges. Main Street is no longer the commercial and social center of the city as it was incrementally isolated by the construction of I-15 and freight and commuter railways. That is why in fulfilling its purpose within Midvale City the RDA formed the Main Street CDA in September of 2020 with the vision of restoring Midvale's Main Street to its former glory.

The main objectives outlined in the Main Street (CDA) are to promote development that enhances economic and quality of life to residents around the Main Street area and to promote stimulated economic activity through arts and culture-based developments. The goals to help achieve these objectives include, creating a sense of place, preserving, and enhancing the existing historic character; enable and promote higher density development; support infill development; enhance arts and culture; and support and enhance community identity. To achieve these goals, it requires significant investment by the city and the various taxing entities who have entered interlocal agreements to provide the RDA with redevelopment funds. These funds will be prioritized to address critical parking needs and utility improvements which will allow for the redevelopment of blighted buildings and underutilized parcels. The RDA will also invest significant resources towards affordable housing and a revolving, low interest, small business loan program. These programs and incentives are aimed at bringing a vibrant mix of business to Main Street with a high focus on arts and culture.

In seeking to transform Midvale's Main Street, the RDA is hoping to establish the street into a much-needed public space that plays a vital role in the economic and social lives of the surrounding community. To achieve this, the RDA, in partnership with the Wasatch Regional Front Council (WFRC) are in the process of procuring the services needed to create a planning document that will guide both short and long-term streetscape design as well as a comprehensive parking strategy for the area. Once complete, this project will serve to reconstruct Midvale's Main Street into a multifunctional and multimodal public space that attracts both residents and businesses to the area.

4. Project Summary

This should be an overview of your project that explains its purpose and what it aims to accomplish (include who, what, when, where, cost). You will use the Project Details section below to provide specifics on how this will be accomplished.

The RDA is requesting \$387,700.00 to fund the installation of year-round festival lighting which will span across Midvale's Main Street. This project will include the fitting of; 77 – Custom Steel Posts, 3X3X276", 76 – Bistro Strands, 24" Spacing, Stainless Steel Suspension Cable, RGBW Wi-Fi Lamps; and 20 – Full Color Wi-Fi Controllers/Power supplies w/smart controls. The design and final layout of the light strands will result from the development of the urban streetscape design which is currently being created and is anticipated to be completed by this fall.

The design and subsequent installation of year-round festival lighting will contribute to placemaking efforts put forth by the RDA by providing a quality, safe and one of kind experience that people can enjoy. This project will play a key role in the RDA's overall endeavor to provide the desired aesthetics and needed improvements along Main Street which will facilitate a unique and vibrant street that provides a connection between the people and businesses utilizing the space and their surrounding environments. The lights will extend the length of Main Street from 7th Avenue to Center Street, which is the length of the commercial area of Main Street.

5. How does the project fit within the County's Visions & Principles? (Please refer to the TRCC Support Guidelines in the Resources Tab above)

To support projects which demonstrate readiness, feasibility, and sustainability.

Midvale City in partnership with WFRC is in the process of preparing a request for proposals to procure services to develop an urban streetscape design plan and comprehensive parking strategy that will be implemented along Midvale's Main Street. This project will set standards and proposed locations for street buffers, landscape features and street amenities in an effort to reduce vehicular speeds, increase walkability and to provide the physical attributes that maintain and enhance the character of the street as well as encourage social interaction. In addition, this project will also result in a conceptual design for year-round festival lighting which will span the length of Midvale's Main Street.

To enable and enhance the development of local arts communities.

Research has found that local art communities tend to exist in environments of high social interaction. A vital ingredient in creating these types of environments is the presence of people. One way to invite and even encourage people to an area is to elicit a sense of place in which people want to be and feel like they belong. To create this type of space the RDA must employ strategies that boost the overall image of the area by providing the types of improvements that identifies the space as something special and safe. Therefore, the RDA is pursuing the design and installation of year-round festival lighting.

According to Project for Public Spaces lighting plays a vital role in creating a sense of place because it increases a sense of safety and draws attention to the uniqueness of the area. As a result of this project Midvale Main Street will soon become the staging place for creatives and community members to come together to perform the variety of activities which enlist the needed human interactions and collaboration which will help a local arts community thrive.

To utilize cultural facilities as a tool for sustainable cultural and economic development of the county.

The Brookings institute, states that the quality and character of a community is a distinctive economic asset that can be leveraged to attract creative businesses and investment to an area. Midvale's main street already possesses a unique

character with remnants of the original Main Street buildings as well as the recent addition of over 25 high quality murals from national and local artists. Midvale City has also adopted a form-based code for the Main Street area to ensure that new development continues to enhance the already established character. Lastly, the results of the urban streetscape and festival lighting design will contribute to the continued efforts of incorporating quality and character into the street, making Midvale's Main Street a place where businesses within the creative sector want to locate and as a result will play a vital role in the growth and expansion of Salt Lake County's cultural and economic vitality.

6. Provide evidence of local support and community need justifying the project

Provide a list of local support and upload additional supporting documents to the Documents tab. These may include press coverage, feasibility study results, letters of support from community/donors/arts organizations in your area, etc.

The revitalization of Main Street is a top priority of the City Council. This effort includes significant investment by the city and the creation of the Main Street Community Reinvestment Area. The larger revitalization plan follows recommendations presented in the Main Street Small area plan. The RDA entered into interlocal agreements with taxing entities for redevelopment funds. These funds will be prioritized to address critical parking needs and utility improvements which will allow for redevelopment of blighted buildings. The city has adopted a new form-based code to protect and enhance the historic look and feel of Main Street. The RDA will also invest significant resources towards affordable housing in the Main Street area and a revolving, low interest, small business loan program. These programs and incentives are aimed at bringing a vibrant mix of business to Main Street with a high focus on arts and culture.

More recently, The RDA has gained the support from the Wasatch Regional Front Council, an association of governments organized to develop and promote ideas and policies that enhance quality of life by developing and implementing visions for a well-functioning multi modal transportation system, livable and strong communities, and a healthy environment. As part of their programming, WFRC provide funds to projects that help fulfill their overall mission, one being the technical programming assistance program. It is through this program that Midvale city applied for and were awarded funds to help develop an urban streetscape design and parking strategy, which will result in the design for the year-round lighting that the RDA hopes to install using funds from the grant opportunity.

7. Provide evidence that your project is appropriately sized to the capacity and needs of your organization and the community. Please include attendance data.

As the area begins to redevelop and vacancies diminish the street will eventually host over 20 new local businesses. In addition, in working with the Main Street Business alliance, it has been a goal to host a number of events each year to help activate the street. To date our events have hosted over 3500 attendees who partook in the Main Street Mural Festival, Trick or Treating on Main Halloween event and The Light Up Main Street, holiday celebration. The RDA is also working with a landscape architect and the Utah Food Truck league to develop a plaza on the north end of Main Street which will host more than seven food truck and will invite 500 to 1000 residents to the area in just one night. The installation of year-round festival lighting will play a key role in providing the desired aesthetics and one-of-a-kind experience which will contribute to the quality of place. In employing placemaking strategies like this, the Main Street area will become a hub for community members seeking to enjoy the vibrant and unique environment of this arts, food, and culture district.

8. Detail how the project is integral to your organization's mission.

The ongoing efforts of the RDA and the revitalization of Midvale's Main Street furthers the RDA's mission to "Improve Midvale City through strengthening housing, shaping economic growth and implementing Midvale City's General Plan." The installation of year-round festival lighting is one element of a much larger effort to redevelop Midvale's once active main street into a vibrant and unique arts, food, and culture destination along the Wasatch front. This project will help achieve the city's goal of creating a sense of place, which promotes walkability and entices visitors to linger and engage with businesses and other members of the community along the street. This physical improvement to main street will help bring to fruition the vision for Midvale City called out in the general plan in its direct contribution in providing an improved image of the area, as well as call for increased attraction and growth of new businesses. Furthermore, the Midvale community will witness an increase in social engagement, through cultural celebrations, enhanced walkability, and the formation of a vibrant and one of kind arts and culture district which they can enjoy.

9. The TRCC Support Program is a reimbursement grant. Describe in detail 1) how you plan to turn unsecured project funding sources into secured sources, AND 2) how you manage cash flow for the project.

You must demonstrate how you will have cash-in-hand to facilitate your project prior to reimbursement through the TRCC Support Program.

Main Street CDA funds will provide sufficient cash flow to cover the costs of the project. The CDA is capped and has limited funds. The RDA is looking to stretch these funds as much as possible as many of these funds will be dedicated to infrastructure improvements and parking structures.

10. Document your ability to raise additional project funds.

n/a

11. Provide an analysis of the financial impact this project will have on your organization's future finances.

The area is zoned and there is a redevelopment strategy in place to incentivize arts, food and culture-based businesses that

are local and unique to the area. There are currently 15 vacancies on Main Street. The installation of year round festival lighting which we are requesting funds to deploy will attract the local businesses and economic activity that will contribute to the overall revitalization of the area. Furthermore, there are currently 15 underutilized parcels which with effecting marketing could redevelop, resulting new growth within the Main Street Area. This new growth is projected to generate 113 million dollars in taxable value for the area.

Project Details

12. Please specify type of funding you are requesting

The questions numbers below will change depending on your selection for this question.

- ☐ Consulting Funding
☒ Capital Funding
☐ Tourism Promotion Funding

13. Type of consulting services

-answer not presented because of the answer to #12-

14. Goals and objectives of consulting services

-answer not presented because of the answer to #12-

15. Scope of Work, including expected deliverable and timeline

-answer not presented because of the answer to #12-

16. Payment schedule for the work and expenses.

-answer not presented because of the answer to #12-

17. What is the site location of your project?

Please provide as specific of location details as possible.

The lights will extend the length of Main Street from 7th Avenue to Center Street, which is the length of the commercial area of Main Street.

18. Describe the current facility and specify if it is owned or leased.

Please also upload the deed or contract to purchase property or lease agreement (can be executed or pending) to the Documents tab.

Midvale's Main Street is a public road that is maintained by Midvale City.

19. Scope of Work, including expected deliverable and timeline

Within your answer to this question, please provide all relevant details that will help reviewers better understand HOW you will complete your project. Please include projected start and completion dates.

City Mainstreet Bistro Accent Lighting Design & Installation, RGBW, 45'Appox. Post Spacing: \$387,700.00

77 – Custom Steel Posts, 3X3X276", Dark Bronze Finish

76 – Bistro Strands, 24" Spacing, Stainless Steel Suspension Cable, RGBW Wi-Fi Lamps

20 – Full Color Wi-Fi Controllers/Power supplies w/smart control

Timeline:

Fall of 2022- The design of the festival lighting will be completed with the streetscape plan

Winter 2022- RFP will be released and contractors will be selected

Spring 2023- Installation of the year-round festival lighting.

20. Describe in detail how you will fund future capital maintenance and operating expenses. Include a five-year expense forecast and a long term maintenance budget plan.

If needed, budget plan may be uploaded to the Documents tab.

Midvale's Main Street is maintained by public works. The funds needed to provide continued maintenance and power for the lighting will be responsibility of the Main Street Business Alliance which a business collective of the local businesses owned and operated on Midvale's Main Street and currently organized by RDA staff.

21. Provide project management information including key personnel and their experience.

Nate has 13 years of federal, state, and local grant experience working as the Budget, Debt & Grants Director, and the Redevelopment Director of Park City Municipal Corporation. Nate has managed multiple federal grants from the EPA, FTA, USDA, DOJ, and other agencies including CDBG funding. He has extensive training in grant management. He has extensive experience with the Park City Main Street development and business community. He was the creator and project lead of the Park City Arts and Culture District, working to develop an arts and culture hub for the City with the Kimball Art Center and Sundance Institute as joint development partners. The Arts District will be the location of the new Kimball Art Center and Sundance Institute headquarters and will include affordable housing, artist maker spaces, community plaza spaces and

theater, a transportation hub and culinary arts center & food hall. Nate has degrees in History and Sociology from San Jose State University and an MPA from BYU with emphasis in public finance and state and local government management.

Kate Andrus has over 3 years of experience working for local governments and over 5 years of experience in grant writing, program development and management. Having been an AmeriCorps Vista, Peace Corps volunteer and a recent graduate with her MSc in International Development, Kate has gained extensive education and experience in fostering plans for comprehensive program development and management, ranging from assessing, tracking, and documenting community needs

Cody has 7 years of experience working for and with local governments in areas of community development, long-term sustainability planning, and economic development. He worked for a municipal consulting firm for five years, Lewis Young Robertson & Burningham, as an analyst. While there, he helped cities apply for grants and supported community and economic development efforts.

22. OPTIONAL: Architectural information including site plan, space program, and schematic design.

Please upload above mentioned architectural documents to the Documents tab. If you do not have a response to this question, please put 'N/A' in the text field.

Examples of the Lights are attached along with an aerial view of the street.

23. Construction information including: construction cost estimate from a qualified professional, master construction budget, LEED planning (if applicable), and contingency plans for cost overruns.

Please also upload above mentioned construction information documents to the Documents tab.

Main Street CDA funds will provide sufficient cash flow to cover any costs that go above the current project budget

The CDA is capped and has limited funds. The RDA is looking to stretch these funds as much as possible as many of these funds will be dedicated to infrastructure improvements and parking structures.

24. Type of tourism promotion services

-answer not presented because of the answer to #12-

25. Goals and objectives of tourism promotion services

-answer not presented because of the answer to #12-

26. Scope of Work, including expected deliverable and timeline

-answer not presented because of the answer to #12-

27. Payment schedule for the promotional work and expenses

-answer not presented because of the answer to #12-

Documents [top](#)

Documents Requested *

REQUIRED: TRCC Project Budget Worksheet (use provided template; also available in Resources section above)

[download template](#)

REQUIRED: ORGANIZATIONAL BUDGET: Attach three years of your organization's budget to this application, including your current budget year. If submitting a municipal budget, please include relevant sections, not the entire budget

REQUIRED: Evidence of local support and community need (may include feasibility study results if applicable, press coverage, support letters from community members and arts & cultural organizations in your area, etc) (Q6)

OPTIONAL: Attendance data and evidence of appropriate project size/need (Q7)

CONSULTING PROJECTS (REQUIRED): Detailed consultant project budget by a qualified professional (Q16)

Required? Attached Documents *



[TRCC Project Budget Worksheet](#)



[Main Street CDA Budget](#)



[WFRC Letter of Support](#)

[Midvale Mayor Letter of Support](#)

CAPITAL PROJECTS (REQUIRED): Deed or contract to purchase property or lease agreement either executed or pending agreement (Q18)

CAPITAL PROJECTS (OPTIONAL): Budget plan for future maintenance and operating expenses (Q20)

CAPITAL PROJECTS (OPTIONAL): Architectural documents (may include site plan, space program, schematic design) (Q22)

CAPITOL PROJECTS (REQUIRED): Construction information documents, construction cost estimate by a qualified professional, master construction budget by a qualified professional. (Q23)

TOURISM PROMOTION (REQUIRED): Detailed project budget

[Site Map](#)

[Festival Lighting](#)

[Lighting Estimate](#)

[Additional 50K for Posts](#)

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EXHIBIT B
Program Budget



TRCC Project Budget Worksheet

Project Summary:

Total Project Budget	\$ 387,700.00
Total Funding Sources	\$ -
County Funding Requested	\$ 387,700.00
Projected Surplus/(Deficit)	\$ -

Date: March 7, 2023

Project Name: Midvale Main Street Festival Lighting

Applicant Name: Redevelopment Agency of Midvale City

Contact Name: Kate Andrus

Contact Email: kandrus@midvale.com

Project Budget:

	Projected Cost	Detail
Construction/Contractor		
Consultants/Professional Services		
Permits/Fees		
Equipment > \$5,000	\$ 387,700.00	Includes all labor material and required costs for completion and +50K with the
Administrative Overhead		
Contingency		
Other		
Total Project Budget	\$ 387,700.00	

Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand			\$ -	
Pledges			\$ -	
Grants			\$ -	
In-Kind Donation			\$ -	
Capital Reserve			\$ -	
Debt Issuance			\$ -	
Other			\$ -	
Total Funding Sources	\$ -	\$ -	\$ -	

**THE REDEVELOPMENT AGENCY OF MIDVALE CITY
RESOLUTION NO. 2023-06RDA**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL
AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF MIDVALE CITY
AND SALT LAKE COUNTY**

WHEREAS, The Redevelopment Agency of Midvale City (the Agency) seeks to transform Midvale's Main Street and establish it as a much-needed public space that plays a vital role in the economic and social lives of the surrounding community; and

WHEREAS, the Agency is currently working with Design Workshop on the Urban Streetscape and Lighting Design study, which will result in a design concept for festival lighting along Midvale's Main Street; and

WHEREAS, the Agency applied for funding through the Salt Lake County Tourism, Recreation, Culture and Convention (TRCC) Support Program to support the costs of installing festival lighting along the length of Midvale's Main Street; and

WHEREAS, Salt Lake County approved the Agency's application for funding and awarded the Agency \$200,000 for the installation of festival lighting; and

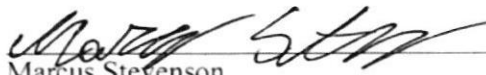
WHEREAS, The Agency is committing \$187,700 to provide matching funding to cover the remaining cost of the project; and

WHEREAS, the Agency seeks to use the awarded TRCC funds to implement the Main Street Festival Lighting Project; and


WHEREAS, Salt Lake County has prepared an Interlocal Agreement (Agreement) for the administration of the TRCC Support Program.

NOW THEREFORE BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF MIDVALE CITY, that the Board of Directors does hereby approve the Interlocal agreement regarding the TRCC Support Program, between the Redevelopment Agency of Midvale City and Salt Lake County and authorize the Chief Administrative Officer to execute the agreement.

Passed and Adopted by the Board of Directors of the Redevelopment Agency of Midvale City, State of Utah, this 2nd **day of** May, 2023.



Marcus Stevenson,
Chief Administrative Officer



Matt Dahl
Executive Director

ATTEST:


Rori L. Andreason, MMC
Secretary



Voting by the Board: "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"/>