

 $\begin{array}{l} \text{CONTRACT NO: } \underline{ 2024\text{-}128} \\ \hline \text{(RECORDER ONLY)} \end{array}$ 

# **CONTRACT APPROVAL COVER SHEET**

Contract Title:	Interlocal Agreement – Art	House	
Approval Signatures Re	equired:		
Contract Analyst:	Melissa Strasburg	Date: _	6/10/2024
City Attorney's Office:	Docusigned by:  ANOTHER DICE  A3B40D4A13734D1	Date:	6/10/2024
Department Head:	Idam Olsen	Date:	6/10/2024
City Manager:	Docusigned by:  Math Dahl  Occorded to the control of the control	Date: _	6/11/2024
Requesting Department	886E05BB3D05476 t: RDA		
City Contact Name:	Kate Andrus		
Project/Contract Name:	Art House TRCC Funds Grant		
Budget Amount:	\$6,500 RDA Contribution/\$40,8	800.00 GRANT to th	ne City
Bid Information:			
Bid Type: n/	а		
Bid Exception: n/			
	: Sole Source, Professional Services, etc.)		
Bid/Exception Date: n/	a		
☐ Bid Selection Scoring	Sheet/Bid Exception Approval A	ttached (If Required	d)
Council Approval Date:		esolution No.	2024-R-30
Party/Vendor Information	on:		
Name:	Salt Lake County		
Contact:	Sait Lake County		
Telephone:			
Email:			
Purpose:			
Begin Date:			
Termination Date:	June 30, 2025		
Renewal Option:	none		
Other Documents Requir	ed: none		
Due Date:			
Vendor Signature: The Party/Vendor needs □ Physical Signature DocuSign Signer Name ( DocuSign Signer Email A	If Applicable):	ther.	od will they be using?
Required Documents:	certain documents before it can l	ne executed inlease	e check the hoves nevt
•	s and attach them with your con	-	S GLIGOR LITO DONGS FIGAL
☐ Certificate of Insuranc	•		ott Affidavit
	□ Payment Bond	•	

# CONTRACT APPROVAL COVER SHEET Page 2

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**DATE RECEIVED:** 6/2/2024

DATE SCANNED TO ONBASE: 6/12/2024 INDEX: Recorder Contracts/Agreements

## **APPLICANT CERTIFICATION:**

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 certify that the draft agreement is complete and includes all exhibits, attachments, and pages. I certify that all of the documents required for execution of the contract are attached, and I have reviewed them to confirm that they meet the requirements of the agreement.

Signed: _	kate Andrus	Date:	6/10/2024	
Name:	9490476FB266440 Kate Andrus			
Title:	RDA Program Manager			

# MIDVALE CITY, UTAH RESOLUTION NO. 2024-R-30

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

WHEREAS, in July 2023, Midvale City (the City) applied for and secured funding in the amount of \$40,800 from the Salt Lake County Tourism, Recreation, Culture and Convention (TRCC) Support Program to enhance the Main Street Art House; and

**WHEREAS,** Salt Lake County approved the City's application for funding and awarded Midvale City \$40,800 for the renovation of the Main Street Art House's rear exterior

WHEREAS, The Grant requires a matching fund contribution from Midvale City in the amount of \$6,500

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

**NOW THEREFORE BE IT RESOLVED,** that based on the foregoing, the Midvale City Council authorizes the Mayor to sign the Interlocal Cooperation Agreement regarding the TRCC Support Program between Midvale City and Salt Lake County attached to this Resolution as Exhibit A.

Roni L. Andreason, MMC
City Recorder

ATTEST:

Voting by the Council: "Aye" "Nay"
Bonnie Billings
Paul Glover
Heidi Robinson
Bryant Brown
Dustin Gettel

<b>County Contract</b>	No.		
•	DA	Log No.	24CIV000309

## INTERLOCAL COOPERATION AGREEMENT

between

# **SALT LAKE COUNTY** for its Department of Community Services

and

## MIDVALE CITY

THIS INTERLOCAL COOPERATION AGREEMENT (this "<u>Agreement</u>") 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 ("<u>County</u>") and the **MIDVALE CITY**, a municipal corporation of the State of Utah ("<u>City</u>"). County and City 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 ("<u>TRCC Funds</u>") pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 *et seq.* (the "<u>TRCC Act</u>"). 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. City is a municipality and a political subdivision of the State of Utah as provided for in Utah Code Ann. §§ 10-1-201 & 202, 1953 as amended.
- D. City has requested TRCC Funds from the County to help it fund the project described in its MIDVALE CITY <u>application</u> attached hereto as **EXHIBIT A**. More specifically, City requested TRCC Funds to help fund Midvale Arts House (the "<u>Project</u>"). 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.

# <u>**A G R E E M E N T**:</u>

**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. <u>Contribution of TRCC Funds</u>. County agrees to reimburse up to **Forty Thousand Eight Hundred Dollars (\$40,800.00)** to City from its 2024 TRCC Funds all on the terms and subject to the conditions of this Agreement.

#### 2. CITY'S OBLIGATIONS AND REPRESENTATIONS.

A. <u>Acknowledgement</u>. City acknowledges that the TRCC Funds provided to City 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) City shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by City to develop the Project as described in **EXHIBIT A**, (application) and **EXHIBIT B**, (project budget).
- (ii) City 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. <u>Project Completion Deadline.</u> Recipient shall complete the project scope as outlined in City's TRCC Application hereto as EXHIBIT A by **March 31**, **2025**. Any scope change for the project must be requested and approved by the TRCC advisory board before the work is completed.
- D. <u>Match Requirement</u>. If City's TRCC Application attached hereto as **EXHIBIT A** and/or budget attached as **EXHIBIT B** indicate that City will make a matching contribution toward the purpose for which TRCC Funds will be used by City under this Agreement, City shall

make the matching contribution so indicated in the amount specified in City's Application. If City fails to make and expend such a matching contribution prior to **March 31, 2025**, the County may require repayment of TRCC Funds from City for noncompliance with this provision.

- E. <u>Reimbursement Deadline</u>. City shall furnish to County the TRCC Reimbursement Form, which can be found at <a href="https://slco.org/community-services/trcc-support-program/">https://slco.org/community-services/trcc-support-program/</a>, together with such invoices or other supporting documentation as County may reasonably require. All requests for reimbursement under this Agreement shall be made on or before **June 30, 2025**. Additionally, if it is later determined that City used any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, City 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.
- F. <u>Reporting Requirements</u>. City shall submit to the County a completed copy of the TRCC Project Status Report, which can be found at <a href="https://slco.org/community-services/trcc-support-program/">https://slco.org/community-services/trcc-support-program/</a>, detailing how the TRCC Funds were expended no later than **December 31**, **2024 and June 30**, **2025**.
- G. <u>Recordkeeping</u>. City agrees to maintain its books and records in such a way that any TRCC Funds received from the County will be shown separately in the City's books. City shall maintain records adequate to identify the use of the TRCC Funds for the purposes specified in this Agreement. City shall make its books and records available to the County at reasonable times.

# H. Public Funds and Public Monies:

- (i) City 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 City's possession.
- (ii) City, 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. City 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. City expressly agrees that the County may monitor the expenditure of TRCC Funds by City.
  - (iii) City 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).

- I. <u>Right to Verify and Audit</u>. The County reserves the right to verify application and evaluation information and to audit the use of TRCC Funds received by City under this Agreement, and the accounting of such use. If the County requests an audit, City agrees to cooperate fully with the County and its representatives in the performance of the audit.
- J. <u>Noncompliance</u>. City agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from City 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.

# K. Representations.

- (i) <u>No Officer or Employee Interest</u>. City 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. City 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. <u>Entire Agreement</u>. 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. <u>Term of Agreement.</u> 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 City, including the adoption of any necessary resolutions or ordinances by the County and City authorizing the execution of this Agreement by the appropriate person or persons for the County and City, 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 City's full expenditure of the TRCC Funds received under this Agreement and upon City'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, City's obligations in Paragraphs 2F, 2G, 2H and 2I above and Paragraph 3F below shall survive the expiration or termination of this Agreement.

- C. <u>Interlocal Cooperation Act</u>. 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 City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Cooperation Act.
- D. <u>No Obligations to Third Parties</u>. The Parties agree that City's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to City. 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 City 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. City 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) <u>Governmental Immunity</u>. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq*. (the "<u>Immunity Act</u>"). 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.
- Liability and Indemnification. The County and City agree to be liable for (ii) 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 City will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. However, City 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) City's breach of this Agreement; (ii) any acts or omissions of or by City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) City's use of the TRCC Funds. City 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. <u>Required Insurance Policies</u>. 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 City 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 City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute TRCC Funds to City in succeeding fiscal years. The County's obligation to contribute TRCC Funds to City

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 City, 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 City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify City 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 City 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 City to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by City on or before the expiration of a thirty (30)-day period commencing upon the County's written notice to City of the occurrence thereof.
  - (b) City 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 City under this Agreement was based upon the submission of erroneous information, or the County reasonably determines that any representations made by City under this Agreement are untrue.
- (ii) <u>County's Remedies in the Event of Default</u>. 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 City; and/or
  - (b) Seek repayment of any TRCC Funds previously paid to City under this Agreement; and/or

- (c) Terminate this Agreement.
- (iii) <u>Termination Prior to Disbursement</u>. 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 City and have been expended by City for the purposes set forth by this Agreement.
- J. <u>Force Majeure</u>. 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. "<u>Event of Force Majeure</u>" means an event beyond the control of the County or City 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 City.
- K. <u>No Waiver</u>. 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. <u>Compliance with Laws</u>. 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. <u>Assignment and Transfer of Funds</u>. City 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. City shall use the TRCC Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.
- O. <u>Amendments</u>. 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 City, including the adoption of any necessary resolutions or ordinances by the County and City authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and City, 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. <u>Severability</u>. 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. <u>Governing Law and Venue</u>. 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. <u>Warrant of Signing Authority</u>. The person or persons signing this Agreement on behalf of City warrants his or her authority to do so and to bind City. The County may require City to return all TRCC Funds paid to City based upon a breach of warranty of authority.
- S. <u>Counterparts</u>. 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 Jenni:	fer Wilson or Designee
	Dated:	, 2024
Approved by:		
DEPARTMENT OF COMMUNITY SERV	TICES	
By		
Reviewed and Advised as to Form and Lego	ulity:	
Craig J. Digitally signed by Craig J. Wangsgard		
By Wangsgard Date: 2024.03.08 12:40:35 -07'00'		
Senior Deputy District Attorney	=	

[Signatures continue on next page.]

# INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR CITY

# **MIDVALE CITY**

	—DocuSigned by:	
By	Marcus Stevenson  — C946B48D6B064ED	
Name:	Marcus Stevenson	
Title:	Mayor	
Datada	6/11/2024	2024

Attest:

DocuSigned by: Rori Andreason

Rorapazarien Eraston

, City Recorder 6/11/2024 Date signed:

# Approved as to Form and Legality:

CITY ATTORNEY

Docusigned by: Grevett Wikox -A3B40D4A13734D1...

Name: Garrett Wilcox

Dated: \_6/10/2024 , 2024

# **EXHIBIT A**Application



Email This Preview Save as PDF Print Close Window A ▲ ▼

Salt Lake County Community Services TRCC

TRCC 2023 Support Program Application (2024 County budget)

Deadline: 6/16/2023

# Midvale City Midvale Art House CFSP

Jump to: Application Questions Documents

## \$ 200,000.00 Requested

Submitted: 6/16/2023 12:10:53 PM (Pacific)

## **Project Contact**

Aubrey Ruiz mdahl@midvale.com Tel: 8015677211

#### **Additional Contacts**

kandrus@midvale.com, nrockwood@midvale.com, chill@midvale.com

#### Midvale City

7505 S Holden St Midvale, UT 84047 United States

## City Manager Matt Dahl

mdahl@midvale.com

Telephone801-567-7211

Fax Web

# 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. Please select your support program category:

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 list the project address if it is different than your business address. If the addresses are the same, then write "n/a".

The Art House is located at 7697 S. Main Street and its accompanying parking lot is located at 681 W Center St., Midvale UT

# 3. Please provide an overview of your organization, including but not limited to history, programs, services offered, and audiences served.

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. As a result, the Main Street neighborhood 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 Redevelopment Agency 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 conditions and the quality of life to the 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, create a sense of place, preserve, and enhance 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 provide an anchor for activity along the street, Midvale City has recently renovated the inside of the old museum building into a creator's space, known as the Art House. This building will serve as a community space where 8 local artists and makers can rent subsidized studio space to create, display and sell artwork, host workshops and events, and foster a sense of community around Main Street. The exterior improvements will make the Art House more inclusive and accessible, creating a welcoming community center.

The outdoor space will expand opportunities for art creation and community gathering, inviting visitors to immerse themselves in the artists' creative processes. It will also provide a platform for learning new skills, elevating community engagement, and facilitating the exchange of ideas. By enhancing the outdoor area, the Main Street Art House will become a vibrant hub for creativity and social interaction in Midvale City.

#### 4. Please provide us with your 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. Midvale City is requesting \$200,000 to renovate and enhance the Main Street Art House and to design and construct an adjacent city owned community parking lot to support the increased growth generated by the Art House. The Art House will serve as a hub for local artists and makers, providing subsidized studio space for 8 artists, art exhibitions, workshops, and community-building activities. By expanding and improving this space, along with providing the needed parking, this project will not only address the immediate needs of artists and of visiting community members but will also contribute to the larger vision of transforming Midvale's Main Street into a thriving arts and culture district along the Wasatch Front.

More specifically this project will involve the renovations of approximately 400 square feet of exterior space within the Main Street Art House to create a vibrant and functional area for various artistic activities. The outdoor space will expand opportunities for art creation and community gathering, inviting visitors to immerse themselves in the artists' creative processes. It will also provide a platform for learning new skills, elevating community engagement through workshops and community events, and facilitating the exchange of ideas. The renovation will focus on improving the aesthetics, functionality, and accessibility of the Art House, creating an inviting environment for both artists and the wider community.

Moreover, as part of the project, there are plans to develop a dedicated community parking lot on a 0.44 acre parcel adjacent to the Art House. Currently, the available parking in the Main Street area is nearing its capacity. Therefore, the success of the Art House and the overall street revitalization relies heavily on the design and creation of additional parking facilities, enabling community members to easily engage with the creative space. The design of the parking lot will prioritize functionality, safety, and aesthetics to seamlessly blend with the surrounding environment. Attention will be given to landscaping, lighting, and pedestrian pathways to create an inviting and harmonious space that aligns with the artistic ambiance of Main Street. The parking lot will accommodate around 40 to 50 parking spaces, effectively addressing the current limitations and providing increased accessibility for the artists and community to access to the Art House.

# 5. How does your project align with the specified TRCC support program category you selected in Question 1? For PRT and CFSP projects, please include alignment with the County's Visions and Principles.

Please refer to the TRCC Guidelines in the Resources tab above for a description of the program categories as well as the County's Visions and Principles.

This project aligns with Salt Lake County's vision to enable and enhance the development of local arts communities. By creating a usable outdoor space within the maker space, artists and creatives will have access to a vibrant and inspiring environment where they can collaborate, experiment, and showcase their work. This outdoor space, coupled with the additional parking, ensures convenient access for both artists and visitors to actively interact, fostering a strong sense of community and enabling the growth of local arts communities in the County.

This project demonstrates Salt Lake County's commitment to reflecting and addressing the current and future needs of communities throughout the County. By providing a dedicated outdoor area for artistic activities, the project increases access and equity for artists and arts organizations. This inclusive approach ensures that artists from all backgrounds and disciplines have equal opportunities to engage in creative work and contribute to the cultural fabric of the County. Furthermore, the maker space fosters spaces dedicated to creating and developing work, allowing artists to explore, experiment, and collaborate,

encouraging the development of new ideas and artistic expressions.

This project exemplifies Salt Lake County's commitment to valuing the needs of individual artists and non-profit arts organizations across all artistic disciplines. By providing a subsidized rate to creatives and artists and ensuring convenient parking, the maker space supports participation by both the artists and the community, further propelling the growth of artists in the area.

This project directly contributes to ensuring the vibrancy of arts and culture throughout Salt Lake County. By creating an inviting and dynamic environment for artistic activities and providing convenient parking options, the renovation project promotes cultural engagement and creative expression. The outdoor space will serve as a hub for artistic events, workshops, and performances, while the parking lot will facilitate easy access for artists and visitors, fostering a vibrant arts scene within the County. The open nature of the maker space encourages active participation, allowing residents and visitors to experience the creative process firsthand, further enriching the cultural landscape.

This project exemplifies Salt Lake County's commitment to utilizing cultural facilities as a tool for sustainable cultural and economic development. By providing a vibrant and engaging environment for artistic activities, the renovation project enhances the cultural landscape of the County, attracting residents and visitors alike. This, in turn, generates economic opportunities by fostering tourism, supporting local businesses, and stimulating the growth of the arts and cultural sector. The maker space, with its open and accessible nature, serves as a catalyst for creativity, contributing to the cultural and economic vitality of the County.

#### 6. Provide evidence of local support and community need justifying this 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 project that has garnered strong support from various stakeholders within the community, as evidenced by Midvale City Council's commitment to making it a top priority. The city has already made significant investments and established the Main Street Community Development Area, demonstrating their dedication to this endeavor.

The Main Street Small area plan, which was developed based on recommendations, serves as a comprehensive guide for the revitalization efforts. The plan outlines key strategies and objectives to be pursued, ensuring a focused and well-coordinated approach to the project.

To facilitate the revitalization, the Redevelopment Agency of Midvale City (RDA) went to the taxing entities, including Midvale City, Salt Lake County, Canyons School District, Unified Fire Service Area, and the water districts. The RDA presented the vision for Midvale's Main Street along with its plan. All the taxing entities approached by the RDA voted to dedicate property tax increment to support the project. This clearly demonstrates that the revitalization of Midvale's Main Street is something that all the other taxing entities are invested in.

The city's adoption of a new form-based code further emphasizes their commitment to preserving and enhancing the historic aesthetic of Main Street. This code ensures that any new developments align with the desired look and feel, maintaining the street's unique character.

Recognizing the importance of housing and small businesses, the RDA plans to invest significant resources in affordable housing initiatives and establish a revolving, low-interest, small business loan program. These programs and incentives aim to attract a vibrant mix of businesses to Main Street, with a specific focus on promoting arts and culture.

The diverse support and community need for the Main Street revitalization project are evident through the City Council's commitment, the implementation of the Main Street Small area plan, the interlocal agreements for redevelopment funds, the adoption of a form-based code, and the investment in affordable housing and small business programs. These combined efforts illustrate the strong local backing and the substantial demand for this project, justifying the request for grant funding.

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

Our project is appropriately sized to meet the capacity and needs of our organization and the community. With the ongoing redevelopment of the area and the decreasing number of vacancies, we anticipate that Main Street will soon be home to over 20 new local businesses. To complement this revitalization, the City, in collaboration with the Main Street Business Alliance, has been actively organizing various events to activate the street.

To date, our events have successfully attracted a significant number of attendees. For instance, the Main Street Mural Festival, Trick-or-Treat Main Street, and The Light Up Main Street holiday celebration each drew several thousand participants. These events have not only brought the community together but have also provided exposure and support to local businesses.

In addition, we are currently working with a landscape architect and the Utah Food Truck League to develop a plaza on the north end of Main Street. This plaza will accommodate more than seven food trucks and is expected to attract 500 to 1,000

residents to the area in just one night. This initiative will enhance the vibrancy of the street and contribute to the local economy.

To create an inclusive and dynamic environment, we aim to renovate the outdoor space and establish an open and accessible maker space. This maker space, along with the creation of a parking lot, will be pivotal in fostering a vibrant and inclusive art scene along the Wasatch Front. By encouraging active participation, we anticipate generating economic opportunities through increased tourism, support for local businesses, and growth in the arts and cultural sector.

Moreover, the maker space will serve as a catalyst for innovation and creativity, contributing to the overall cultural and economic vitality of Salt Lake County. We firmly believe that strategic investment in cultural facilities promotes the artistic expression of residents while fostering sustainable economic growth. The proposed project aligns with this vision and will undoubtedly contribute to the long-term development and prosperity of our community.

In conclusion, our project is well-suited to the current capacity and needs of our organization and the community. The anticipated growth of local businesses, the success of past events, and the planned development of the plaza and maker space demonstrate our commitment to creating a vibrant and inclusive environment. Through this project, we aim to stimulate economic opportunities, support local businesses, and foster the growth of the arts and cultural sector, thereby benefiting Salt Lake County as a whole.

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

Midvale's historical Main Street was once a vibrant and lively hub along the Wasatch Front, serving as a bustling commercial core for the state of Utah. However, the construction of I-15 and the 7200 S Interchange divided the city and led to an economic downturn in the area. Despite this decline, there is significant potential for new growth, making the revitalization of Main Street a top priority for Midvale's City Council.

The main objective in revitalizing the Main Street area is to create a vibrant, character-rich place that is unique to Midvale City and the Salt Lake Valley. To achieve this objective, The City has set several goals, including preserving and enhancing the existing historic character, promoting higher density development, supporting infill development, fostering arts and culture, and enhancing community identity. This comprehensive revitalization effort involves substantial investment from the City and various taxing entities, who have entered into interlocal agreements to provide redevelopment funds for the project. These funds are prioritized to address critical parking needs and utility improvements, enabling the redevelopment of blighted buildings and underutilized parcels. In addition, the redevelopment agency (RDA) will allocate significant resources to affordable housing initiatives and a revolving, low-interest, business loan program. These programs and incentives are designed to attract a vibrant mix of businesses to Main Street, with a strong emphasis on arts and culture.

The establishment of the Art House will play a vital role in the successful revitalization of the area. It will serve as an anchor for arts and cultural activities, attracting the necessary investments to create an enhanced and vibrant environment that would not otherwise be feasible through market forces alone. Moreover, the complete renovation of the Art House will provide a space for residents to come together, interact, and forge strong social bonds. The activities facilitated by the Art House will offer universal access to a public benefit, contributing directly to economic stability, community cohesion, and improved equal access to the arts.

By fostering a connection to the arts, the Art House will increase the attraction of the area, leading to new sales opportunities, businesses, employment prospects, and innovative solutions for inclusive economic growth. This asset will serve as a catalyst for positive change, bringing residents out of their homes and into a space that they can call their own. In summary, the revitalization of Main Street and the establishment of the Art House are integral to our mission. They will create a vibrant sense of place, preserve the area's historical character, foster arts and culture, and enhance community identity. This project aligns with our goals of economic growth, community cohesion, and equal access to the arts, contributing to the shared prosperity of Midvale City and Salt Lake Valley.

# 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.

The Redevelopment Agency of Midvale City has three project areas. One of those, the Bingham Junction RDA, has a healthy fund balance. Although the Main Street CDA has not yet begun to collect tax increment revenue, the agency has already begun redevelopment initiatives within the area by borrowing funds from the Bigham Junction RDA. The Main Street CDA will be able to borrow the funds necessary for this project and repay the Bingham Junction RDA once it begins collecting tax increment revenue.

The total amount of property tax increment that the Main Street CDA can receive, however, is capped, thus limiting its total funding potential. The City 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.

The Redevelopment Agency of Midvale City has three project areas. One of those, the Bingham Junction RDA, has a healthy fund balance. Although the Main Street CDA has not yet begun to collect tax increment revenue, the agency has already begun redevelopment initiatives within the area by borrowing funds from the Bigham Junction RDA. The Main Street CDA will be able to borrow the funds necessary for this project and repay the Bingham Junction RDA once it begins collecting tax increment revenue.

Midvale City also plans to reach out to large businesses headquartered within the city, like Overstock, Savage, FLSchmidt, etc. and request sponsors to support community enhancement projects like the one we propose here.

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

The proposed project, encompassing the renovation of the Main Street Art House and the creation of a community parking lot, holds significant financial implications for our organization's future projects. These renovations to the Art House serve as a vital component of the overall revitalization strategy for the Main Street area, which currently suffers from over 15 vacant properties and a decline in growth.

By investing in the renovation of the Art House, we aim to transform it into a dynamic and attractive community space that will serve as a catalyst for economic growth and cultural revitalization. The enhanced facilities, including additional studio spaces and exhibition areas, will not only attract more artists but also appeal to a broader audience, including visitors and art enthusiasts from neighboring communities. Although the improvements will not directly increase the tax revenues to the city or redevelopment agency, because the Art House is owned by the Redevelopment Agency of Midvale City, a tax-exempt entity, the improvements will catalyze development of the area. The area has already begun to see developers and business owners make improvements to their land and buildings. This is due, in part, to the city and agency's efforts to improve the area. The developers and business owners see that they will not being going it alone in the area, that the city and agency are there as partners to improve the area with them.

The revitalization of the Main Street area and the growth of an arts and culture district will have a positive financial impact on the Main Street Area. The renovated Art House, with its expanded capacity and improved amenities, will attract more artists seeking subsidized studio space, who will play a key role of engaging the community in the creative process. Additionally, the expanded useable space will provide opportunities hosting workshops, events, and community gathering, bringing with it an increased attraction to the Main Street area and the small businesses who occupy the area. The realization of the Main Street CDA plan and budget will double the taxable value of the Main Street area.

Moreover, the creation of a dedicated parking lot adjacent to the Art House will address the current parking limitations, making it easier for visitors and patrons to access the Art House and participate in its activities. This improved accessibility will contribute to increased foot traffic, benefiting local businesses and further enhancing the economic viability of the Main Street area.

## **Project Details**

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

The Art House and the accompanying parking lot are both owned by The Redevelopment Agency, a subsidiary of Midvale City.

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#### 18. 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.

Timeline:

Preparatory Phase (Months 1-2):

Project planning and Bid Process

Detailed assessment, design, and planning of the renovation, including the design of the parking lot

Renovation and Construction Phase (Months 3-7):

Execution of renovation plans for the 400 sq ft exterior space

Construction of the thoughtfully designed parking lot, incorporating landscaping, lighting, and pedestrian pathways

Completion and Launch Phase (Months 8-9):

Final touches, furnishing, and installations

Launch event to showcase the renovated Art House and parking lot

Commencement of artistic activities, workshops, and events

Scope of Work:

Parking Lot Expansion-Design and engineering work Milling Ex. Asphalt Shallow Excavation Saw acutting Road base Asphalt Paving

Exterior Space of Art House-Design and engineering services Demo and Removal of existing materials and grade for new concrete pad Installation of new concrete pad Installation of fencing around outdoor space Installation of shade structure Installation of outdoor furniture and plantings

# 19. 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.

The Main Street Art House is committed to ensuring the long-term financial sustainability of the organization while maintaining the building and covering operating expenses. To achieve this, we have developed a comprehensive plan that includes a five-year expense forecast and a long-term maintenance budget.

Funding for the Art House's capital maintenance and operating expenses will primarily come from revenue generated through various sources. These sources include studio space rental fees, workshop fees, and a 20% commission on art sales. By leveraging these income streams, we will be able to cover the costs associated with the building's maintenance and ensure its continued operation.

To provide a clear projection of expenses and demonstrate financial planning, we have prepared a five-year expense forecast. This forecast includes a detailed breakdown of anticipated expenses, such as utilities, repairs, insurance, marketing, and administrative costs. It also considers potential increases in costs due to inflation or other factors that may impact the budget over time. By closely monitoring and adjusting our financial plan based on the forecast, we aim to maintain a balanced budget and secure the necessary funds for ongoing operations.

In terms of long-term maintenance, as the property is owned by the RDA (Redevelopment Agency) and operated by the Main Street Art House, the responsibility for building maintenance lies with the City's building maintenance department. The City's General Fund has historically and will continue to include provisions for the maintenance of city-owned properties, including the Art House. Therefore, any future, ongoing maintenance requirements will be addressed and funded by the City.

By collaborating with the City's public works department and utilizing the funds allocated in the General Fund for facility and parking lot maintenance, we ensure that the Main Street Art House's building and accompanying parking lot will receive the necessary upkeep and remain open to the public. This partnership allows us to focus on our core mission of promoting and supporting local artists while relying on the City's expertise and resources for building maintenance.

Overall, our funding strategy for future capital maintenance and operating expenses revolves around generating revenue through studio space rentals, workshop fees, and art sales commissions. With the City's commitment to maintaining the

building and its inclusion in the General Fund, we can ensure the long-term viability and accessibility of the Art House and the Main Street Area for the benefit of the community.

## 20. Provide project management information including key personnel and their experience.

Nate Rockwood 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 Hill has 9 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.

#### 21. 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.

N/A

22. 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.

# 23. Type of tourism promotion services N/A

**24.** Goals and objectives of tourism promotion services -answer not presented because of the answer to #12-

25. Scope of Work, including expected deliverable and timeline

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

26. Payment schedule for the promotional work and expenses

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

#### Documents top

#### Required? Attached Documents \* **Documents Requested \*** REQUIRED: TRCC Project Budget Worksheet (use ~ TRCC Budget Worksheet- Art House provided template; also available in Resources section above) download template REQUIRED: ORGANIZATIONAL BUDGET: Attach Main Street CDA Budget three years of your organization's budget to this FY 2023 RDA Budget application, including your current budget year. If FY 2022 RDA Budget submitting a municipal budget, please include relevant sections, not the entire budget FY 2021 RDA Budget

Envelope ID: DA57D5D9-97B8-47D6-B546-C8AD43D84300		Art House Program Summary
		Alt House Program Summary
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)	~	Art and Culture Feasibility Study  LOS from SLCO  LOS from Midvale Mayor
OPTIONAL: Attendance data and evidence of appropriate project size/need (Q7)		
CONSULTING PROJECTS (REQUIRED): Detailed consultant project budget by a qualified professional (Q16)		
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)		Art House 5 Year Plan
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)		Quote for Outdoor Concrete Pad  Quote for fencing  Quote for Parking Lot From City Engineer
TOURISM PROMOTION (REQUIRED): Detailed		

 $<sup>^*</sup>$  ZoomGrants  $^{™}$  is not responsible for the content of uploaded documents.

project budget

Application ID: 443127

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

August 18, 2023

To Whom it May Concern,

After careful deliberation, discussions with Salt Lake County Staff, and a comprehensive review of the goals and guidelines of the grant program, we have decided to refine our project focus with regards to our application for the TRCC grant. While our initial proposal encompassed both exterior renovations to expand the Art House as well as the construction of an associated parking lot, we have determined that the parking lot portion of the project does not meet the eligibility criteria outlined by the grant program.

However, we firmly believe that the expansion of the Art House aligns seamlessly with the objectives and guidelines set forth by the TRCC grant program. The expanded Art House will serve as a hub for fostering artistic expression, community engagement, and creative learning opportunities. This renovation will create an environment that not only enhances the aesthetic appeal and functionality of the Art House but also expands the square footage of the Art House, allowing for additional platforms for local artists and the broader community to connect, collaborate, and immerse themselves in the world of art.

In light of this scope refinement, we have also updated our project budget sheet to reflect the revised expenses.

We deeply appreciate the guidance and support that County Staff has provided throughout this process. Their insights have been invaluable in helping us shape a project that not only adheres to the grant program's criteria but also resonates with the needs and aspirations of our community.

Please feel free to reach out if you have any questions or require further clarification regarding this reduction in scope or our updated budget. We look forward to hearing from you soon.

Thank you for your understanding and continued support.

Sincerely,

Kate Andrus

Kate Andrus

Redevelopment Agency of Midvale City

# **EXHIBIT B**

Program Budget

B O E	ID DAEZDEDO 02D0	47D0 DE 40 00AE	40004000
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# **TRCC Project Budget Worksheet**

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Date Prepared: 08/28/2023	Organization Name: Midvale City	Project Name: Midvale Art House	Contact Name: Kate Andrus	Contact Email: kandrus@midvale.com		Detail	Construction and Matieral costs for outdoor renovations to Art House Design and engineering fees for outdoor renovations to Art House		10% Contingency		Unsecured Total	8 6,500.00		- - - - - - - - - - - - - - - - - - -	\$ 6,500.00
	47 300 00		\$ 40,800.00	-		Projected Cost	\$ 40,500.00 \$ 2,500.00		\$ 4,300.00	\$ 47,300.00	Secured	\$ 6,500.00			\$ 6,500.00
Project Summary:	Total Draing Budget	Total Funding Sources	TRCC Funding Requested	Projected Surplus/(Deficit)	Project Budget		Construction/Contractor Consultants/Professional Services	Permits/Fees Equipment > \$5,000 Administrative Overhead	Contingency Other	Total Project Budget	Funding Sources:	Cash-on-Hand Pledges Grants (excludes TRCC request)	In-Kind Donation Capital Reserve	Debt Issuance Other	Total Funding Sources