

May 10, 2011

ITEM#: 6.C.

RE: CONSIDERATION AND ADOPTION OF A RESOLUTION OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF SALT LAKE CITY APPROVING THE GRANT AGREEMENT BETWEEN THE SALT LAKE CITY HOUSING TRUST FUND AND THE REDEVELOPMENT AGENCY OF SALT LAKE CITY.

PROJECT AREA: All

PREPARED BY: Justin Belliveau

EXECUTIVE SUMMARY: Annually, the Agency allocates funds to the Housing Trust Fund to assist in the funding of projects that benefit households whose incomes are at or below 80% of median income throughout Salt Lake City. This Grant Agreement defines the requirements that the Housing Trust Fund needs to meet when spending the allocation.

FUNDING: \$288,910 allocated from the Agency's City-Wide Housing Fund, and \$160,903 in loan repayments.

ALTERNATIVES: 1. Adopt the resolution.
2. Do not adopt the resolution.

ANALYSIS AND ISSUES: Funds allocated to the Housing Trust Fund assist the City in meeting the goals and implementation strategies outlined in the Salt Lake City Community Housing Plan. Over the years, the allocation has been used to assist in the construction or rehabilitation of structures including: Odyssey House, Jefferson School Apartments Phase I and II, Westgate II Apartments, the Kingswood Apartments, and Bigelow Apartments. Of the \$288,910 allocated from the Agency's City-Wide Housing Fund, \$139,450 is attributable to an allocation from the 2007-2008 fiscal year, and the remaining \$149,460 is attributable to the 2010-2011 fiscal year.

RDA and CED staff will be available to discuss the terms of the draft Grant Agreement, which is attached.

ATTACHMENTS. 1) Draft Resolution
2) Draft Grant Agreement

RESOLUTION NO. 696._____

May 10, 2011

RESOLUTION OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT
AGENCY OF SALT LAKE CITY APPROVING THE GRANT AGREEMENT
BETWEEN THE SALT LAKE CITY HOUSING TRUST FUND AND THE
REDEVELOPMENT AGENCY OF SALT LAKE CITY

WHEREAS, the Redevelopment Agency of Salt Lake City was created to transact the business and exercise the powers provided for in the Utah Community Development and Renewal Agencies Act (the "Act"); and

WHEREAS, Salt Lake City (the "City") has adopted Master Plans for the neighborhoods throughout Salt Lake City; and

WHEREAS, the City has also adopted the Salt Lake City Community Housing Plan, which addresses the housing needs throughout the City; and

WHEREAS, the Agency is permitted under the provisions of Section 17C-1-412 of the Act to participate in housing projects on a city-wide basis to assist the City in producing housing that will benefit households whose incomes are at or below 80% of median income; and

WHEREAS, the Agency and the City have agreed upon the terms of a Grant Agreement related to the disbursement of the funds granted to the Salt Lake City Housing Trust Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF SALT LAKE CITY, that we do hereby authorize the Chief Administrative Officer and the Executive Director to execute a Grant Agreement with the Salt Lake City Housing Trust Fund in the form attached and subject to minor modifications as recommended by the Agency's legal counsel.

Passed by the Board of Directors of the Redevelopment Agency of Salt Lake City, Utah this 10th day of May, 2011.

Luke Garrott, Chair RDA Board of Directors

ATTEST:

D.J. Baxter, Executive Director

Transmitted to the Chief Administrative Officer on _____. The Chief

Administrative Officer

_____ does not request reconsideration

_____ requests reconsideration

at the next regular Agency meeting.

Ralph Becker, Chief Administrative Officer

ATTEST:

D.J. Baxter, Executive Director

Approved as to form: _____
Laura Kirwan

GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made and entered into as of the date of recordation with the Salt Lake City Recorder, between the REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public agency (“Agency”), and SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah (“Recipient”).

RECITALS

A. In February, 2010, pursuant to the formulation of the Agency’s 2010/2011 Implementation Budget (“Budget”), the Agency solicited funding requests from the Salt Lake City community. The Recipient submitted a request for funds.

B. On June 8, 2010, the Agency Board of Directors adopted Resolution No. 679.01 adopting the Budget, which authorized a grant to the Recipient for the purposes and subject to the conditions more specifically described in this Agreement.

C. On April 12, 2011, the Agency Board of Directors adopted Resolution No. 694.01 adopting a Second Amendment to the Budget, which authorized a grant to the Recipient for the purposes and subject to the conditions more specifically described in this Agreement.

NOW THEREFORE, in consideration of the terms and conditions hereby agreed to, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Agency agrees to grant to the Recipient Two Hundred Eighty Eight Thousand Nine Hundred Ten and no/100 Dollars (\$288,910.00) (the “Funds”) to be initially deposited in the Salt Lake City Housing Trust Fund (the “Trust Fund”) and to be used solely for housing projects located within the boundaries of Salt Lake City in accordance with the terms of this Agreement, including without limitation the following conditions (the “Conditions”):

- (a) Pursuant to Section 17C-1-411 of the Utah Community Development and Renewal Act, to pay all or part of the value of the land for and the cost of installation, construction, and rehabilitation of any building, facility, structure, or other housing improvements, including infrastructure improvements, related to “Affordable Housing” located in any project area within Salt Lake City.

As used herein, the term “Affordable Housing” shall mean housing to be owned and occupied by or rented to persons and families of low or moderate income whose households’ earnings do not exceed 120% of median income within the boundaries of Salt Lake

City as defined by the United States Department of Housing and Urban Development (“HUD”) as adjusted for household size.

- (b) Pursuant to Section 17C-1-412 of the Utah Community Development and Renewal Act, to pay part or all of the cost of land or construction of, or rehabilitation of, “Income Targeted Housing,” or to replace housing lost as a result of redevelopment, economic development, or education housing development, in any case whether or not located in any project area within Salt Lake City.

As used herein, the term “Income Targeted Housing” means housing to be owned or occupied by a family whose income is at or below 80% of median annual income for Salt Lake County.

2. The Funds will be disbursed by the Agency to the Recipient upon request by the Director of the Salt Lake City Housing and Neighborhood Development Division (the “Trust Fund Manager”). The Recipient agrees not to commit or expend any Funds with respect to any loan or grant or housing project until and unless the Salt Lake City Council has specifically approved, by resolution, the project and the terms and conditions of such expenditure, loan, or grant.

3. The Trust Fund Manager shall submit to the Agency a semiannual status report which describes: the projects financed with the Funds, including sub-recipient, project location, type of housing developed, picture, and type of assistance, using the form attached hereto as Exhibit “A;” projects which are under consideration for funding; and the amount of uncommitted monies.

4. The Trust Fund Manager shall submit to the Agency, on an annual basis at the beginning of the Agency’s budget process, a funding request for the amount of the loan repayments received during the prior calendar year. During calendar year 2010, the Housing Trust received One Hundred Sixty Thousand Nine Hundred Three and no/100 Dollars (\$160,903.00) in loan repayments. The Parties have agreed that these repayments are to remain with the Housing Trust Fund to invest in new Income Targeted and Affordable Housing projects. In addition to the loan repayments, the Trust Fund Manager may request an additional allocation.

5. The Agency will be given credit for its contribution in all written materials produced by the projects funded from its contribution to the Trust Fund.

6. In the event that the Recipient fails to comply with the terms of this Agreement, the Agency reserves the right to seek repayment in full of any or all Funds or may enforce the terms of this Agreement by a lawsuit or judicial proceeding for injunctive relief, specific performance, or damages. In any action to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney’s fees

and costs from the unsuccessful party.

7. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Notwithstanding the foregoing, this Agreement and the rights and obligations created hereunder may not be assigned by the Recipient.

8. Any notice, demand, approval, or communication required to be given hereunder shall be in writing and shall be hand-delivered or sent by U.S. certified mail or via a reputable express mail courier to the parties at the following addresses:

To the Agency: Redevelopment Agency of Salt Lake City
 Attention: D.J. Baxter, Executive Director
 451 South State Street, Room 418
 P.O. Box 145518
 Salt Lake City, Utah 84111

To the Recipient: Salt Lake City Corporation
 Attention: LuAnn Clark, Director
 Housing and Neighborhood Development Division
 451 South State Street, Room 406
 P.O. Box 145488
 Salt Lake City, Utah 84111

Such notice or communication shall be deemed effective upon receipt or five days after mailing if delivery is refused by addressee.

9. Nothing herein shall be deemed to create the relationship of principal and agent, partnership, or joint venture among the parties. This Agreement constitutes the entire agreement of the parties concerning the subject matter set forth herein. The conditions precedent to the Agency's obligations described herein may only be waived in writing signed by the Agency. This Agreement may be amended or modified only in writing signed by each of the parties. The invalidity or unenforceability of any of the provisions of this Agreement, as determined by a court, shall in no way affect the validity or unenforceability of any of the remaining provisions hereof. The recitals set forth above and the exhibits attached hereto are incorporated by this reference. This Agreement shall be construed according to and governed by the laws of the State of Utah. This Agreement may be signed in counterparts, all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed effective as of the day recorded with the Salt Lake City Recorder.

REDEVELOPMENT AGENCY OF SALT LAKE CITY

By: _____
Ralph Becker
Its Chief Administrative Officer

By: _____
D.J. Baxter
Its Executive Director

Approved as to legal form:

By: _____
Laura Kirwan
Agency Legal Counsel

SALT LAKE CITY CORPORATION

By: _____
Ralph Becker
Its Mayor

By: _____
LuAnn Clark, Director
Housing and Neighborhood Development Division

Attest:

Salt Lake City Recorder

Approved as to form:

Salt Lake City Attorney's Office

By: _____

EXHIBIT "A"

Project Name/Project Address

Developer:	
Architect:	
Contractor:	
Parcel Size:	
Dwelling Units/Acre:	
Parking Stalls:	
Parking Ratio:	
Average Unit Size:	
Project Completion Date:	

Type of Unit	Number of Units	Number of Low Income Units

Project Description:
Agency Assistance:
Sidwell #: