

Council Meeting of August 10, 2016

Agenda Item No. 7d

REQUEST FOR COUNCIL ACTION

SUBJECT: Discussion and possible action regarding Interlocal Cooperation Agreement with Salt Lake County regarding Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act “TRCC Funds” to help plan for construction of a cultural arts facility in West Jordan as described in the Cultural Facilities Support Program Application (Councilmember McConnehey)

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

CITY OF WEST JORDAN

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 **CITY OF WEST JORDAN**, a municipal corporation of the State of Utah (“City”). 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, § 2.15.010.

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. The 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. The City has requested TRCC Funds from the County—through the County’s Cultural Facilities Support Program—to help plan for construction of a cultural arts facility in West Jordan (the “West Jordan Cultural Arts Facility”), as described in its Cultural Facilities Support Program Application attached hereto as **EXHIBIT A**. More specifically, the City requested TRCC Funds to hire an architect and engineering consultants to prepare conceptual plans and elevations, begin engineering studies to further evaluate potential sites, prepare a pre-design report, and identify a project budget all in relation to the planned West Jordan Cultural Arts Facility. The County Council appropriated TRCC Funds for this purpose in the 2016 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 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 OBLIGATIONS.

A. Contribution of TRCC Funds. The County agrees to contribute One Hundred Twenty-Five Thousand Dollars and No Cents (\$125,000.00) to the City from its TRCC Funds, all on the terms and subject to the conditions of this Agreement.

B. Past Due Balances. Any past due balances owed to the County may first be deducted before any distribution of funds to the City.

2 . CITY'S OBLIGATIONS AND REPRESENTATIONS.

A. Acknowledgement. The City acknowledges that the TRCC Funds provided to the 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) The City shall use the TRCC Funds provided under this Agreement to hire an architect and engineering consultants to prepare conceptual plans and elevations, begin engineering studies to further evaluate potential sites, prepare a pre-design report, and identify a project budget all in relation to the planned West Jordan Cultural Arts Facility.

(ii) The 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. Match Requirement. If the City's Cultural Facilities Support Program Application attached hereto as EXHIBIT A indicates that the City will make a matching contribution toward the purpose for which TRCC Funds will be used by the City under this Agreement, the City shall make the matching contribution so indicated in the amount specified in the City's Cultural Facilities Support Program Application.

D. Deadline to Expend TRCC Funds; Requirement to Return Funds. The City shall expend all TRCC Funds received under this Agreement in accordance with Paragraph 2B above prior to **December 31, 2016**. If the City does not fully expend or is unable to fully expend the TRCC Funds prior to December 31, 2016, the City shall immediately return any remaining TRCC Funds to the County. Additionally, if the City uses any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, the City shall immediately pay to the County an amount equal to the amount of TRCC Funds contributed to the City under this Agreement (in this case, \$125,000).

E. Reporting Requirements. Within six months following receipt of the TRCC Funds provided under this Agreement, the City shall submit to the County a completed copy of the Disbursement of Funds Report, attached hereto as **EXHIBIT B**, detailing how the TRCC Funds were expended. Additionally, if the City has not fully expended the TRCC Funds at the time the initial Disbursement of Funds Report is submitted to the County, the City shall, every six months thereafter, submit completed copies of the Disbursement of Funds Report to the County until the TRCC Funds have been fully expended.

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

G. Public Funds and Public Monies:

(i) The 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 the City's possession.

(ii) The 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. The 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. The City expressly agrees that the County may monitor the expenditure of TRCC Funds by the City.

(iii) The 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).

H. 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 City under this Agreement, and the accounting of such use. If the County requests an audit, the City agrees to cooperate fully with the County and its representatives in the performance of the audit.

I. Noncompliance. The City agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from the 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.

J. Representations.

(i) No Officer or Employee Interest. The 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. No officer or employee of the City or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the City's use of TRCC Funds under this Agreement.

(ii) Ethical Standards. The 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. 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 the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the 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. This Agreement shall terminate upon the City's full expenditure of the TRCC Funds received under this Agreement and upon the City's completion of the associated reporting requirements described in Paragraph 2D above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, the City's obligations in Paragraphs 2E, 2F, 2G and 2H above and Paragraph 3E 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 in 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 the City Mayor 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 the City's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the 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 the 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. The 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) 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 the City 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 the City will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. However, the 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) the City's breach of this Agreement; (ii) any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) the City's use of the TRCC Funds. The 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. 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 the 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 the 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 the City in succeeding fiscal years. The County's obligation to contribute TRCC Funds to the 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 the 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 the City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify the 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 the 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 the City to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the City on or before the expiration of a thirty (30)-day period commencing upon the County's written notice to the City of the occurrence thereof.

(b) The 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 the City under this Agreement was based upon the submission of erroneous information, or the County reasonably determines that any representations made by the City 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 the City; and/or

(b) Seek repayment of any TRCC Funds previously paid to the City 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)-days 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 the City and have been expended by the City 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 the 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 the City.

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. The 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. The City 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 which shall be: (i) approved by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and the 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. 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 the City warrants his or her authority to do so and to bind the City. The County may require the City to return all TRCC Funds paid to the City 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]

CONTRIBUTION AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Ben McAdams or Designee

Dated: _____, 20____

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Erin Litvack
Department Director

Dated: _____, _____

Approved as to Form and Legality:

SALT LAKE COUNTY DISTRICT ATTORNEY

By _____
Deputy District Attorney

[Signatures continue on next page.]

CONTRIBUTION AGREEMENT -- SIGNATURE PAGE FOR THE CITY

CITY OF WEST JORDAN

By _____

Name: _____

Title: _____

Dated: _____, 20____

Attest:

_____, City Recorder

Date signed: _____

Approved as to Form and Legality:

CITY ATTORNEY

By _____

Name: _____

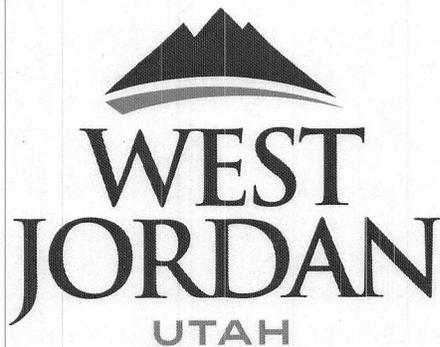
Dated: _____, 20____

EXHIBIT A
City's Cultural Facilities Support Program Application

EXHIBIT B
Disbursement of Funds Report

**Consulting Assistance for the
City of West Jordan Cultural Arts Facility
An Application to the Salt Lake County Cultural Facilities
Support Program**

April 14, 2015





**Salt Lake County Cultural Facilities Support Program
2015 Application**

2015 APPLICATION FORM

Project Title	West Jordan Cultural Arts Facility
Project Address	8237 S. 2200 W. West Jordan, UT 84088
Contact Name	Chris McConnehey
Contact Email	chrism@wjordan.com
Contact Phone	801-613-8889
Contact Address	8000 S. Redwood Rd. West Jordan, UT 84088
Organization Website	www.wjordan.com

A. Project Eligibility

1. Project Location

Project located in County Council District # 3 / 5

See Salt Lake County website for Council District maps (<http://council.slco.org/html/distMap.html>)

2. Artistic/Cultural Discipline

Must check at least one

- Performing arts
- Visual arts
- Literature
- Film/mixed media
- Cultural history
- Other _____

3. Project Sponsorship

Must check at least one and attach appropriate documentation if noted

- A Salt Lake County 501(c)(3) organization (attach copy of current valid IRS certificate)
 - This organization is ZAP funded
- Local government entity within Salt Lake County
- Salt Lake County based educational institutions
 - The proposed facility must serve the general public, not only students
 - Individual K-12 schools are not eligible for this program
- A business registered with the State of Utah Department of Commerce and licensed within Salt Lake County (attach copy of business licenses)



Salt Lake County Cultural Facilities Support Program 2015 Application

B. Financial Information

Applicants must also fill out the attached financial information worksheet.

1. Project Budget

Total Project Budget	Amount \$ <u>250,000</u>
County Funding Requested	Amount \$ <u>125,000</u>
Funding Currently in Place	Amount \$ <u>125,000</u>

- Attach a detailed project budget, supported by a qualified professional.

2. Type of Funding

Consulting	Amount \$ <u>125,000</u>
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- Demonstrate 50% match of requested amount required for consulting funding

Capital Funding

<input type="checkbox"/> New construction	Amount \$ <u>—</u>
<input type="checkbox"/> Renovation/Remodel	Amount \$ <u>—</u>

- Demonstrate 10% match of requested amount required for capital funding

3. Project Funds Raised To-Date

• Cash	Amount \$ <u>125,000</u>
• Unrestricted Pledges	Amount \$ <u>—</u>
• Restricted Pledges	Amount \$ <u>—</u>
• Other _____	Amount \$ <u>—</u>

4. Financial History

- Attach three years of your organization's budget to this application, including your current budget year.

History

In 2009, Salt Lake County, with the work of AMS Planning and Research, prepared the Salt Lake County Cultural Facilities Master Plan. During an eight month process, AMS met with a wide range of organizations and individuals to perform a needs assessment, an inventory, and a funding analysis to determine the needs for cultural facilities with the Salt Lake Valley.

Within that Master Plan document the need for three Regional Cultural Facilities was identified across the County. A Regional Cultural Facility is defined as having a number of services that would house the performing arts including a full size theater, a flexible space theater, rehearsal rooms, classroom spaces, visual art galleries, and other associated spaces. The Master Plan further identifies the Southwest Planning Area as an area that serves six municipalities including, Bluffdale, Herriman, Riverton, South Jordan, West Jordan, and Copperton. The Southwest Planning Area is identified as the “youngest, wealthiest, least diverse and well-educated population.” The document also lists three Master Plan Projects as the West Jordan Sugar Factory adaptive reuse project, a Daybreak Amphitheater upgrade and a Southwest Regional Cultural Center. The City of West Jordan is now ready and willing to satisfy two of those Master Plan projects in a new West Jordan Cultural Arts Facility.

Need

The City of West Jordan is preparing to build a cultural arts facility that will satisfy the needs for the various art groups in the city and in the region. The City of West Jordan would like to partner with Salt Lake County and the Salt Lake County Center for the Arts to build a true first class facility that will truly suit the needs of the southwest part of the valley.

Project Description

Ultimately this facility will house the Sugar Factory Playhouse, the West Jordan City Band, the West Jordan Symphony, the Mountain West Chorale, the West Jordan Youth Theater, art from the Schorr Gallery, and provide performance spaces for local and regional improvisational

groups, as well as other local community and neighborhood groups. The potential is to provide performance spaces to other municipalities in the Southwest Planning area if they desire to use the space. There is a need for classrooms, workshops, and other rooms and facilities to truly make it a home for all arts in the area.

Cultural Facilities Visions and Principles and Evidence of Need

The West Jordan Sugar Factory area is not only the near geographical center of the Salt Lake Valley but also a part of a hub of public services. Near the proposed cultural arts facility site, is the West Jordan Government Campus which currently houses the West Jordan City Hall, the West Jordan Justice Center, the Third District Court and Veterans Memorial Park. Additionally, you can find the Gene Fulmer Recreation Center, the West Jordan Senior Center and the Salt Lake County Viridian Library and Events Center. Salt Lake County is also planning to build a Health Department Facility and a facility for the Salt Lake County Attorney General's office. This area is truly a hub of activity.

Prior to the demolition of the Sugar Factory Playhouse, the theater also resided in this area. In 2009, the goal was to take the existing West Jordan Sugar Factory and to rehabilitate the building to continue its use as a performing arts space. In 2010, concerns arose that the facility was no longer seismically safe for occupancy and the building was demolished. Since that date, the various arts groups that that reside in the City of West Jordan have been without a home.

With the development of the Viridian Events Center, hopes were high that a permanent home for the arts groups could be established. Unfortunately, due to the high demand for the Viridian Events Center and the growing need for art space, the West Jordan Arts Council has been forced to utilize schools, government buildings, halls, churches, and neighboring performance spaces to provide the cultural arts to the community.

The City of West Jordan has demonstrated a strong value for the arts with the Sugar Factory Playhouse, a theater group with approximately 30-years of history, along with other valuable groups such as a Youth Theater organization, a symphony, band, chorale, along with visual and

literary arts. In addition, the City is also home to the Utah Pioneer Days Celebration, a Merrill Osmond production held on the weekend of Pioneer Day. Several other local comedy troupes and improvisational groups have also approached West Jordan for space to perform.

The Salt Lake County Cultural Facilities Master Plan identifies the Southwest Planning Area as one of the wealthiest and youngest areas, an area that is also dramatically underserved with facility space. West Jordan is working to add to the hub of services and provide that home for the many cultural arts groups that reside in the southwest part of the valley.

Project Funding

In January of 2015, the West Jordan City Council in their annual strategic planning meeting set a preliminary budget of \$3 Million and identified the site of the previous Sugar Factory Playhouse (an historic building) as the future site of a new, multi-discipline arts space. On February 25, 2015 two members of the West Jordan City Council attended the Cultural Facilities Support Program Applicant Workshop and presented their interest in building the Southwest Planning Area's Regional Cultural Facility. Later that evening, the West Jordan City Council unanimously approved and allocated \$125,000 to be used from the City's Capital Support Fund to begin the process of building a home for the Arts.

On April 1st and 2nd, JRCA Architects, in partnership with Landry & Bogan (theater consultants, based out of Mountain View, California), met with various groups within the City to begin a Project Definition Study. Resident and arts community feedback was received, analyzed, and summarized. A preliminary report is included with this application.

Financial Impact

The initial budget for the concept plans and pre-design study and report is an amount not to exceed \$250,000. West Jordan has previously budgeted \$125,000 and is holding that unrestricted cash in the City's Capital Support Fund pending this application. To be able to fund cost overruns, West Jordan is showing in Appendix C that the Capital Support Fund currently

has approximately \$590,000 in unrestricted cash to be able to provide further support. Additionally, the City of West Jordan is financially healthy and is currently near the state allowed maximum of 25% of fund balance (approximately \$8 Million) in the General Fund cash reserves.

Consulting Services

It is the intent of the City of West Jordan to continue the efforts that have been demonstrated thus far and continue to work toward a true home for the Arts in the Southwest area of the valley. In partnership with Salt Lake County and the Salt Lake County Center for the Arts, the City of West Jordan would like to apply this year for Consulting Funds to continue the process. Consulting funds would be used this year to hire an architect and other appropriate design and engineering consultants to prepare conceptual plans and elevations, begin engineering studies to further evaluate potential sites, prepare a pre-design report, and identify a project budget for the desired facility. The current timeline would have these deliverables made available later this Fall in preparation for final design and funding allocation in 2016. It is anticipated that in 2016, the City of West Jordan will seek additional consultant funds to finalize the design and begin construction on the actual facility.



**Salt Lake County Cultural Facilities Support Program
2015 Application**

Project Financial Information Details

	AMOUNT	NOTES
Total Project Budget	250,000	
Applicant Match	125,000	
Funding Sources		
Attach details on separate sheet including individual pledge amounts, pledge restrictions, in-kind donor details.		
Cash on-hand	\$125,000	Funds held in reserve in Capital Support Fund.
Pledges – Unrestricted	—	
Pledges – Restricted	—	
Pending or Projected Pledges	—	
In-kind Donations Must be from qualified, professional organization	—	
General Obligation Debt Structure		
Assessed Valuation	N/A	
G.O. Debt Capacity		
Outstanding G.O. Debt		
Remaining G. O. Debt Capacity		
Bonded Debt Summary		
Bond Issue	N/A	
Purpose		
\$ Issued		
Interest Rate		
Date Issued		
Due Date		
Bond Holder		
Bond Issue		
Purpose		
\$ Issued		
Interest Rate		
Date Issued		
Due Date		
Bond Holder		
Capital Reserve Amount How will you pay for cost overruns?	Fund Balance	

1200

FORM B

**RECIPIENT ORGANIZATION'S
DISBURSEMENT OF FUNDS
REPORT**

This report is to be filed with the Council and Mayor's Offices within six months of receipt of the money. If further contributions are desired, the report must be filed with the Council and Mayor by September 1st of each year.

Name of Organization: _____

Address: _____

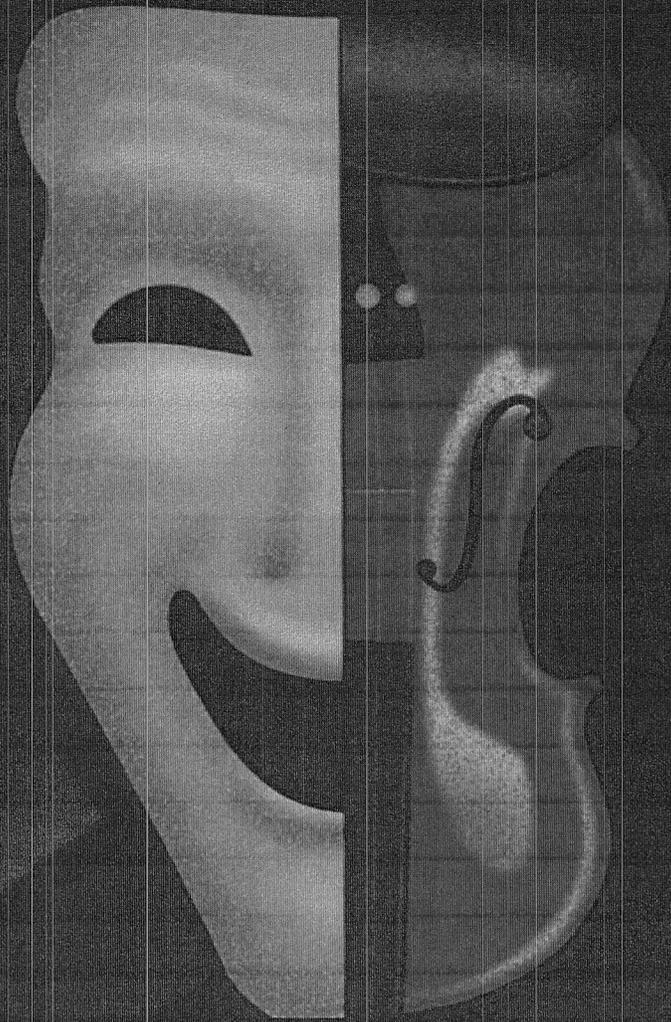
Contact Person: _____ Phone: _____

Fax: _____

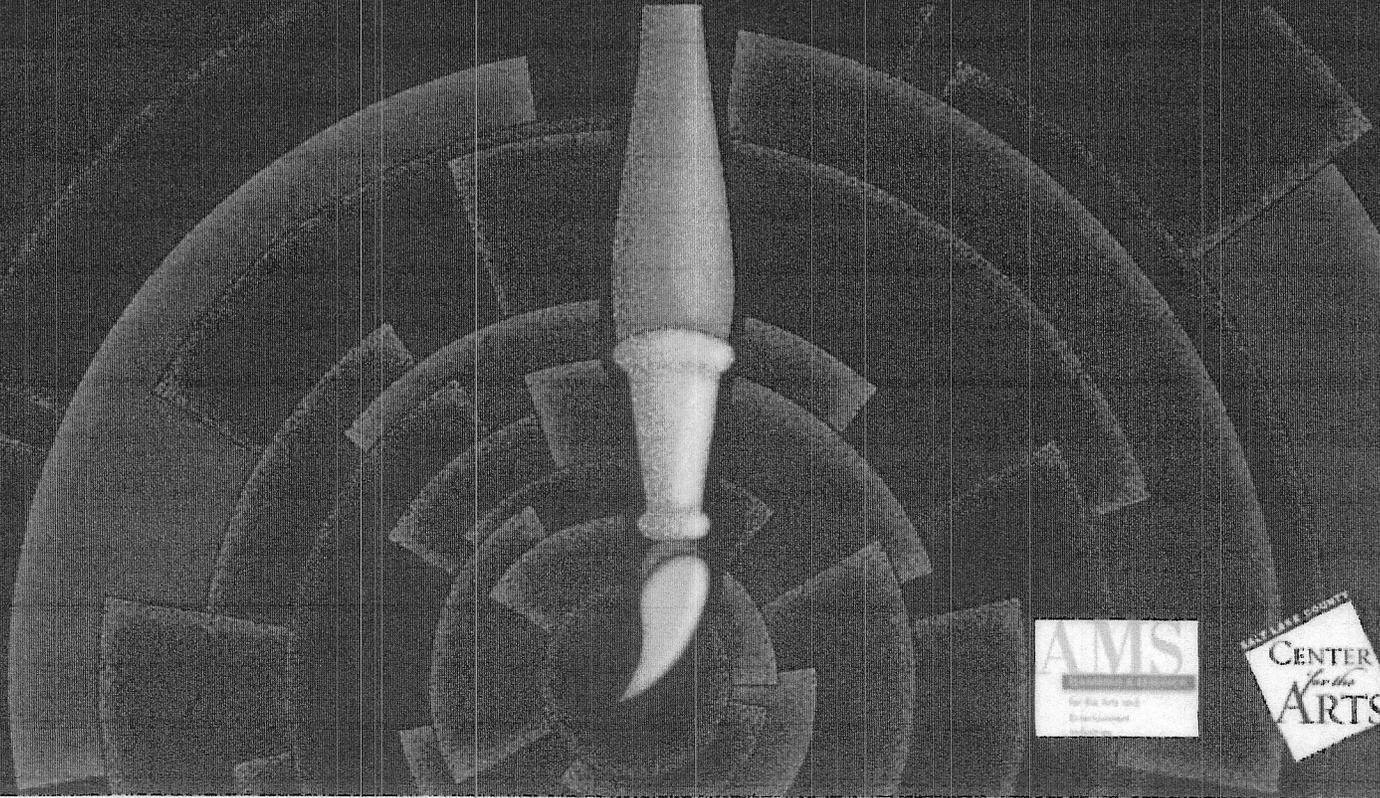
Amount: \$ _____

Date Received: _____

Please describe how the money was spent; include who was helped, what other contributions were made to your program, etc.:



2008 CULTURAL FACILITIES MASTER PLAN



It is apparent to AMS that residents and organizations of the West, while well-served by larger facilities and organizations, are in need of community-oriented performing and related support spaces and, as mentioned by leadership, visual arts facilities.

MASTER PLAN PROJECTS⁶

Two additional Master Plan Projects are identified for the West Planning Area:



Empress Theatre

☛ *Mid-Valley Regional Cultural Center. A regional cultural center with a 500-800 seat auditorium, flexible theater, exhibit space, rehearsal rooms, and other support spaces, is recommended as a Master Plan project. It would serve many of the expressed and determined needs of the West Planning Area. Such a facility, however, would serve the greatest number of arts organizations if it were located convenient to the I-15 or I-215 corridor and shared among the eastern communities of the West Planning Area and the various communities of the East Planning Area.*

☛ *Empress Theatre expansion and renovation. This project could serve the community arts needs of the West Bench and form the core of an arts district. The Empress Theatre has rapidly developed as an active provider of programs and has met with singular success.*

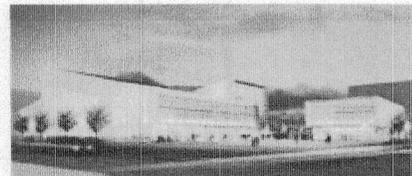
REGIONAL CULTURAL CENTERS

The Master Plan includes the development of up to three Regional Cultural Centers across the County. Each Regional Cultural Center will help meet the needs of a broad spectrum of organizations and individuals, including theater, dance, and music performances and rehearsals, and visual arts classes and exhibitions.

Combining these needs into region-serving facilities will reduce redundancies, maximize efficiencies, and increase the impact of each Center. The Regional Cultural Centers are intended to be located along or near major transportation corridors, to efficiently serve residents of multiple communities.

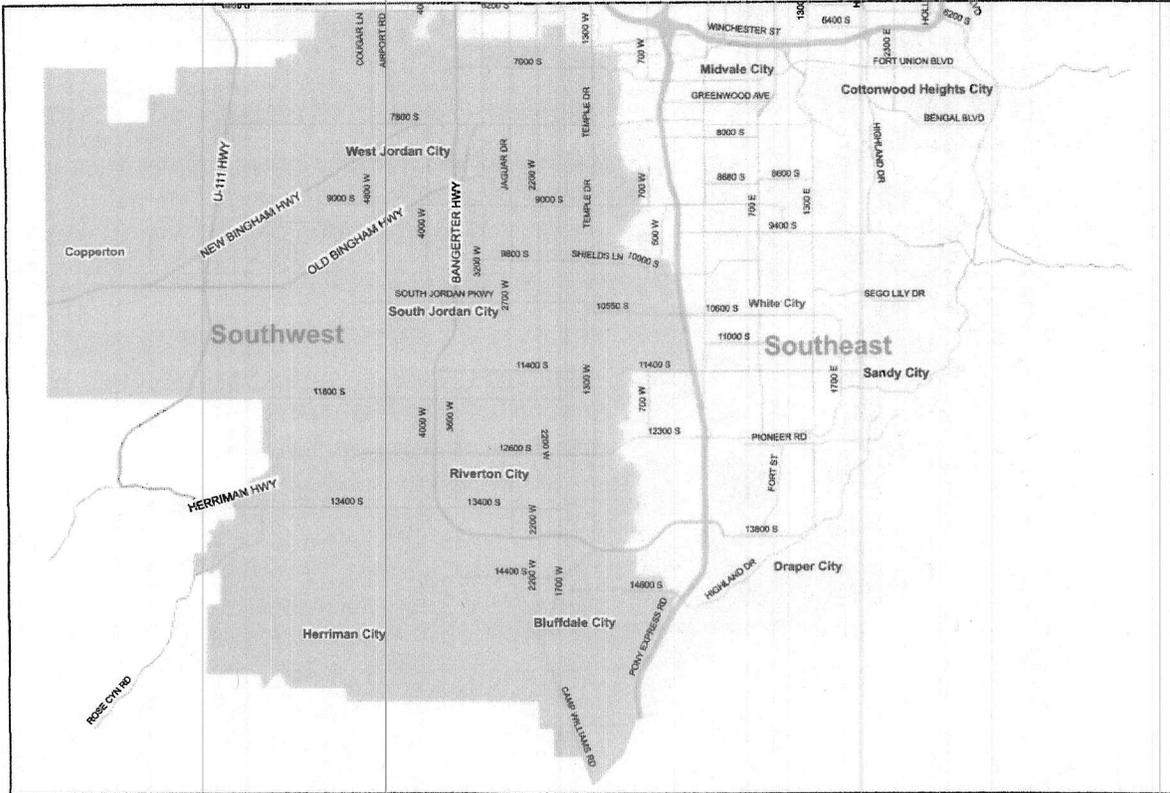
Each Regional Cultural Center could include:

- ☛ *A 500-seat, fully equipped theater suitable for drama, choral, instrumental, dance, and small opera productions, as well as films, meetings, and lectures.*
- ☛ *A 250-seat flexible-space theater, suitable for smaller scale performances and multiple seating configurations.*
- ☛ *Patron amenities including lobbies, restrooms, and concession space.*
- ☛ *Performer amenities including shared and private dressing rooms, green rooms, loading, storage, and intermediate space for assembly and preparation of scenic elements, and modest accommodations for scenery, costumes, and props maintenance, and lighting and sound equipment storage.*
- ☛ *Two multi-use rehearsal rooms, 1,400 – 1,600 square feet each, equipped with lighting, sound, and other appropriate equipment.*
- ☛ *Three visual arts classrooms and two teaching studios with associated storage, support and office spaces.*
- ☛ *Gallery spaces totaling 2,800 square feet, with associated storage, support and office spaces.*



Main Street Scheme

A complete center may total up to 57,000 square feet. Operation of the Centers may be assumed by the County or a joint management structure with a local government or non-profit organization.



SOUTHWEST PLANNING AREA

OVERVIEW⁹

MUNICIPALITIES	DEMOGRAPHICS
<ul style="list-style-type: none"> ➤ Bluffdale ➤ Herriman ➤ Riverton ➤ South Jordan ➤ West Jordan ➤ Copperton 	<ul style="list-style-type: none"> ➤ Population: 186,620 ➤ Youngest, wealthiest, least diverse and well-educated population. ➤ Projected growth of 17% in five years ➤ Median household income: \$72,081

Civic leaders in the Southwest Planning Area expressed opinions similar to those of the leaders of other regions, but were reflective of their region’s status as one of the County’s youngest and least-developed. Some leaders expressed an opinion that their communities are ready for greater investment in cultural facilities in response to the predicted strong rates of growth. As in other planning areas, the communities of the Southwest are interested in medium to small-scale cultural centers. Co-location with existing or planned facilities like libraries and community or recreation centers is considered favorably. At least one community is interested in an amphitheater for summertime programs. Leaders in the Southwest are willing to consider multi-city partnerships and cooperation with the County.

⁹ See Public Comments 4, 8, 20, 41, 45

SOUTHWEST PLANNING AREA CULTURAL COMMUNITY

There are seven resident organizations conducting their primary operations in the Area. An additional 19 organizations perform, educate, or rehearse regularly in the area.

CULTURAL FACILITIES

There are 12 facilities located in the Southwest Planning Area. There are 1,500 available use-days in classrooms, meeting and multi-purpose rooms, and in outdoor venues.

EXPRESSED AND DETERMINED NEEDS

Resident organizations of the Southeast are interested in:

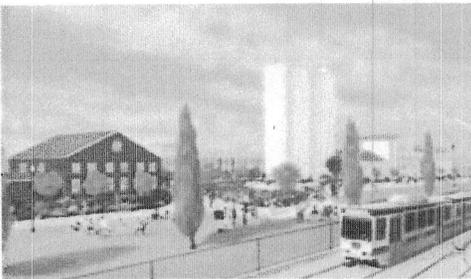
- ☛ *Performance spaces with an ideal seat count of 700*
- ☛ *Rehearsal rooms with equipment suitable for musical rehearsals - risers, seats, etc.*

The research suggests that the Southwest Planning Area would benefit in the long-term from a regional cultural center that would include performance spaces, rehearsal rooms, exhibit space, and classrooms, all with the specialized fixtures and equipment demanded by users.

MASTER PLAN PROJECTS ¹⁰

Three Master Plan Projects are identified for the Southwest Planning Area.

- ☛ *The West Jordan Sugar Factory adaptive reuse project. Their projected plans incorporate a 200-seat venue and a 400-seat performance space along with rehearsal halls and exhibit galleries. The regional cultural center would include a larger performance venue with technical capabilities not available at the Sugar Factory.*
- ☛ *Daybreak Amphitheater upgrade. This low-cost project would accommodate the identified need for outdoor performance facilities. The stage house could be designed to include indoor spaces suitable for year-round use for rehearsals and theatrical production, a much-requested need in this Area.*
- ☛ *Southwest Regional Cultural Center. A center modeled after the proposed Southeast and Mid-Valley centers. This could be a more long-term project.*



West Jordan Sugar Factory



South Jordan Cloggers

MASTER PLAN PROJECT SUMMARY	
PROJECT NAME	CITY
<i>Amphitheater Upgrade</i>	<i>Draper</i>
<i>Empress Theatre Renovation</i>	<i>Magna</i>
<i>Cultural Facility Upgrade</i>	<i>Midvale</i>
<i>Murray Amphitheatre Abravanel Hall Renovation</i>	<i>Murray Salt Lake City</i>
<i>Film and Media Arts Center</i>	<i>Salt Lake City</i>
<i>Artspace Commons (Granary District)</i>	<i>Salt Lake City</i>
<i>Ballet West Academy & Capitol Theater Renovation</i>	<i>Salt Lake City</i>
<i>University Cultural Facilities Parking</i>	<i>Salt Lake City</i>
<i>Rose Wagner Expansion</i>	<i>Salt Lake City</i>
<i>Salt Lake Art Center Renovation/Relocation</i>	<i>Salt Lake City</i>
<i>Daybreak Amphitheater Upgrade</i>	<i>South Jordan</i>
<i>Sugar Factory Arts Campus Adaptive Reuse</i>	<i>West Jordan</i>
<i>Mid-Valley Cultural Center</i>	<i>(E or W Area)</i>
<i>Southeast Regional Cultural Center</i>	<i>(SE Area)</i>
<i>Future Southwest Regional Cultural Center</i>	<i>(SW Area)</i>

**41. MAYOR DAVID B. NEWTON, FEBRUARY 5, 2009
KEY INFORMANT**

The Sugar Factory Arts Campus Executive Committee has watched with interest the progress of the study by AMS of cultural facilities for Salt Lake County. We are excited to be one of the fifteen projects selected in their master plan.

We have reviewed the suggested plan. We see great potential for the Sugar Factory Arts Campus becoming a regional cultural center for the southwest part of Salt Lake County.

We would appreciate the opportunity to partner with the County in this regional arts facility. We are ready to move forward with planning involving all entities in the region.

Thank you for your time.

Mayor David B. Newton
City of West Jordan

**42. ASSOCIATION OF COUNTY COUNCILS MEETING
FEBRUARY, 5, 2009**

Chuck McDowell, Kearns Community Council: The West Side (Kearns) needs a facility. Can we combine facilities (mixed-use) and thus combine funding sources?

Paulina Flint, White City CC and ACCT President: Facilities should mandate public access free of charge, and thus provide a space for groups (such as Community Councils) to hold community events.

**43. TIM WILLIAMS, MARCH 3, 2009
KEY INFORMANT**

I have been to most of the Cultural Arts Master Planning Meetings and I have seen the proposed renderings of the future facilities that benefit the southwest portions of Salt Lake County. I will be present at the March 9th and March 12th meetings coming up next week. I support facilities that will benefit the South Salt Lake, Holladay, Millcreek and Murray areas and are what I will push. I will see you next week.

Tim Williams
City of South Salt Lake Arts Council

**45. NOLA DUNCAN, MARCH 9, 2009
KEY INFORMANT**

I enjoyed the presentation this evening and appreciate this opportunity to send you updated materials on the Sugar Factory Arts Campus. The Sugar Factory Executive Committee has watched the progress of the AMS study of the county cultural arts facilities with great interest and have tried to revise our project plans to position them in line with the criteria. The attachments I am sending tonight come from the draft of our revised plan. The page numbers are penciled in because of the draft status. The concepts, however, have committee agreement. Three city councilmen now sit on our committee so we also have the city moving with us on this idea.

We will be nonprofit – we are now in that process. Tuesday evening (March 10) our Articles of Incorporation and Bylaws will be reviewed and approved by city council. The Deputy City Attorney has been coordinating that effort with a private attorney that lives in West Jordan.

We have also applied for the National Register of Historic Places. The consultant that the city hired to do the application is well aware of the plans we have for the site. She advised that we could rebuild the former manufacturing section as long as we did not attach it as it once was to the factory – we can have a glassed-in breezeway to do the connecting.

The goals in the business plan that we originally gave to AMS remain the same. The basic information also remains the same, except that the verbiage has been changed from West Jordan specifics to general terms that would accommodate partnerships with other communities.

The main change to our plan has been the proposed performance hall to be constructed in the rebuilt former manufacturing section of the Sugar Factory. Originally, that was going to be way down the road in our plans but we have pulled that forward to be proposed as the 500-seat concert hall and theater. We have also added several rehearsal halls of various sizes. The definite plans have not yet been designed other than the concept drawing showing the exterior. We are hoping to form partnerships with other communities and work together on that. In the meantime, we are doing research on similar-sized facilities around the area and the country (i.e. Rose Wagner, San Diego's Jewish Community Center, and others) in order to gain insight into how seating, stage and production accompaniments could be arranged.

The Regional Performing Center is still listed as Phase III because we will be moving ahead with the West Building and the North Building and the factory black-box theater while waiting for the study recommendations and the county plan for implementation to be completed. Work is currently underway on the Mid-Jordan TRAX line that will run adjacent to the Sugar Factory site. Right now, the closest stop will be about three blocks east by the Civic Center. Perhaps someday there can be a SFAC stop!

As we present these revised ideas to you to be included, we need to also emphasize that the rest of the Arts Campus will certainly be part of the regional picture, also. The Visual Art Institute, currently of Salt Lake City, will be occupying the West Building. Bruce Robertson, VAI's Director, serves on our committee and does the conceptual drawings of the project. He will have quite an extensive program at SFAC for old and young alike that will include painting, drawing, computer design work, sculpturing, ceramics, photography, etc. He will be expanding his program to come to SF – he lives in Riverton and will make SF his base. He wants VAI to have a regional impact also. The North Building will have the two multi-purpose rooms that can be used by groups from all over the area. Some uses have been listed on their phase pages. The outdoor activities at the base of the silos will be the site for many fun summer activities in all areas of the arts.

In addition, West Jordan's Art Council Chair has formed the South Valley Theater Association made up of representatives of most cities in the southern part of the Salt Lake Valley. This group meets bi-monthly and discusses regional theater possibilities. Currently, they promote each other's shows and auditions and share costumes, scenery, props. Any of the theater groups are welcome and I believe most are participating.

I think that pretty well explains changes that we have made in plans since the AMS study began. We appreciate being on the list of possible projects. We are excited to move this ahead and make it happen.

Thank you for your time.

Nola Duncan
Chair, Sugar Factory Committee

**46. JASON MATHIS, BRUCE BINGHAM, VASILIOS PRISKOS
MARCH 24, 2009, KEY INFORMANTS**

On behalf of the Downtown Alliance Board of Trustees, and the 2,500 business and property owners we represent, we thank you for your work on the Salt Lake County Cultural Facilities Master Plan. We also appreciate this opportunity to respond to the study's final draft.

The Cultural Facilities Master Plan acknowledges that, "Downtown Salt Lake City is the Cultural Core of the region, reflecting its role as the Capital City." The plan further states that, "This Cultural Core comprises both professional and community-based arts activities and complements activities that take place in local communities throughout the county, creating a mutually-reinforcing cultural ecology. Cultural facilities development should reflect and enhance this interdependence." The Downtown Alliance supports this statement, and applauds the county's continued investment in the region's Cultural Core. In fact, we believe that the final plan should underscore this key finding. The entire region



CULTURAL ARTS CENTER

PROJECT DEFINITION STUDY

APRIL, 2015

Conducted by:
Landry & Bogan, Inc., Theatre Consultants, Mountain View, CA
JRCA Architects, Salt Lake City

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Executive Summary:

On April 1 and 2, 2015, Landry & Bogan, Inc., and JRCA Architects conducted two evening public worksessions to determine the support for and desired features of the planned West Jordan Cultural Center.

An online survey had been created and posted on the City's website to gauge public support for the project as attendees, users, and taxpayers.

The City has authorized \$3M towards the construction of the Center and \$125,000 towards the design process. The City is also pursuing additional funding from the Salt Lake County Cultural Facilities Support Program, which provides grants for both consulting (design) and construction.

The intent of the meetings and report are not to fully program a Cultural Arts Center, but to begin to understand the needs and desires of the interested citizens to develop a conceptual budget and project description which will provide a framework for an architectural Request for Proposal (RFP) for a fully fleshed-out program and project design.

In brief, the results are as follows:

A strong majority of residents present and those who responded to the survey favor a cultural arts facility in West Jordan.

It should be for West Jordan and nearby community groups to present performing and visual arts programs created by the residents for an audience primarily of residents. It should be controlled by the City of West Jordan (not the county.)

It should be comprised of two performance spaces, a gallery space, classrooms, rehearsal spaces and support spaces for performing arts.

Website Survey Results:

A total of 49 persons responded to the survey on the website. This is a brief summary of results. See Appendix A for complete results.

57% indicated they were Likely or Very Likely to attend performances or exhibits at the new Center, while 30% said they were Unlikely or Very Unlikely to attend.

59% of respondents feel it is Important or Very Important to have cultural arts performances or exhibits in West Jordan, 31% feel it is Unimportant or Very Unimportant.

Types of performances - all events listed received at least 50% support, except book/poetry readings, which still received 43% support

More than 51% of respondents would attend performances or exhibits Often or Very Often, whereas 26% responded Rarely or Never.

Size: 51 felt that 250 seats was too few, 46% felt 250 was the right size and 2% felt it should be smaller

Additional amenities: Amphitheater and classroom space each received a 67% response, Art Gallery received 49% yes, with Coffee Shop and Gift Shop receiving 41 and 20% respectively. *Given the cool response to an amphitheatre at the public meetings I wonder if there was confusion about the amphitheatre being the main performance space, rather than in addition to an indoor space.*

To support the Center, 84% Support or Strongly Support user fees, with 9% Opposed or Strongly Opposed. 49% Oppose or Strongly Oppose additional property tax, with 29% Supporting or Strongly Supporting.

Meeting One - Interested Citizens

Meetings were conducted by Jim Child, principal of JRCA Architects and Rose Steele, principal of Landry & Bogan, Inc., Theatre Consultants

Wednesday April 1, 6pm, Public Workshop

The first evening meeting was intended for any interested citizen to come and share their views, while the second evening was intended primarily for organizations that would present events at the new theatre, though both evenings were open to all. No sign-up sheet was distributed at either event. The first event had 4 citizens, Mayor Jim Rolfe, City Council member Jeff Haaga, Jim Riding, Director of Facilities and Justin Stoker, Asst. Public Works Director.

We asked those present about their interest in a cultural center, what elements it should include, and whether they would use it.

The Mayor expressed his support for a "first class facility."

There was great interest and enthusiasm in the group, though there was one enquiry about possible cost savings from converting the old library to a performance space, but since the library building has been sold, there was little follow up.

During the last part of the discussion, the attendees agreed that they see a cultural center as a sign of the maturity of West Jordan as a community and as the soon-to-be 3rd largest city in Utah.

These are the characteristics that were important to the attendees:

Most important: That the facility reflect the history of West Jordan – this was a reference to the Sugar Factory, and some expressed regret that the building had not been preserved in some way.

It should be an “inward looking” facility ; by West Jordan for West Jordan and controlled be West Jordan (very important), though other community’s groups would be welcome, as long as West Jordan groups get first priority.

The performance space does not need to be larger than 500 seats, perhaps smaller. The high schools have very large auditoria for when that is required, and downtown has plenty of theatres for professional touring shows.

The performance space should be multi-purpose; suitable for music, dance and spoken word events. Variable acoustics are desirable, whether with panels and drapes or an electro-enhanced acoustic system. (This was expressed as a wish, not a first priority requirement)

Outdoor spaces/amphitheatre not required; temperature is usually either too hot or too cold for that to get much use.

A particularly green or energy-efficient building must be worth the increased cost of construction to make it so.

Partnerships with SLCC or other college for digital arts efforts would be more desirable than trying to include digital arts (electronic music, TV, video, studios and editing suites) in this facility.

Views into the facility from outside are desirable.

It would be advantageous to have a Trax station serve the complex and it may be possible, as the track runs past the property, though the building would likely end up between two existing stops.

Consider future expansion or building in phases if it’s too much to do in one project.

These are the spaces that the group felt should be included:

Performance space for about 500 (proscenium style most likely)
Historical museum or displays as well as art gallery in or near lobby
A public reception/ticket area
Classrooms – including “dirty” spaces for art classes, equipped for more than beginning level skills (for adults and children) Space possibly divisible for more flexibility

- Catering kitchen to allow for more events
- Set and costume construction areas
- Music library
- Instrument storage (the band uses many City-owned instruments)
- Gift shop
- Donor area
- Dedicated office spaces for local groups
- Adequate restrooms

When asked to imagine a headline describing opening night, one attendee said, "West Jordan, The Center of the Valley" and that seemed to sum up the desires and attitudes perfectly.

Meeting Two - Potential User Groups

Again, no sign-up sheet was distributed, but the Sugar Factory Players, Youth Theatre (by proxy; sent notes) West Jordan Symphony and Mountain West Chorale were represented. Councilman Haaga, and Jim Riding were present. Meeting again conducted by Jim Child and Rose Steele.

The Mountain West Chorale and the West Jordan Symphony each filled out and returned the event and space questionnaire provided to all users and distributed by the City personnel and those users present (informally) to other arts organizations in the area. As of April 10, no other questionnaires have been returned. See Appendix B for questionnaire details

Sugar Factory mounts two musicals and two non-musical plays per year. The musicals sometimes have as many as 40 in the cast. They use small combos, piano only or even recorded music for accompaniment depending on circumstances. They would like to perform the musicals in a fixed theatre of approximately 500 seats with an orchestra pit and some capability of vertically moving scenery (fly tower) if possible, and might use a smaller space for the non-musical pieces. Scenery and costume construction and storage areas are important to this group. Ticket prices \$5-8

Mountain West Chorale has 40-60 members and currently only presents one concert per year, though they might do more if they had access to a City facility. They amplify the group, though that is dependent on venue as well. They would utilize choir risers and an orchestra shell if available and would like a music library space. They would like the facility to have its own grand piano, suitably stored. Most performances currently free (or so it seems from their Facebook page.)

West Jordan Symphony has 40-60 members, though they occasionally combine an event with the Mountain Chorale. They produce 4-5 events per year with one or two performances each. The average 200-300 for the large events, depending on location. In addition to access to an acoustically-appropriate performance space, they need rehearsal

space, instrument storage space (accessible without disturbing users of the theatre), an office and one or two small practice rooms. Concerts appear to be free events.

The Youth Theatre often features 60-70 children, would like an orchestra pit for musicians, sufficient dressing space to hold the cast, and raked seating for the audience (full agreement from other attendees.) They perform two musicals per year, with ticket charges currently \$5-7

The visual arts contingent present would like gallery space that's open and visible, classrooms with natural light (Northern exposure), and a place to have lectures. They would like to set up exhibits in the theatre lobby. The classrooms should provide for active creation of arts – i.e. “dirty” spaces. They would like to display 3D and digital media in the future, including working with photographic media, though it was not quite clear if this referred to digital media or film work.

The literary society is relatively new and small, but hopes to present one event per month, book club meeting, author lecture, writing workshops, etc. They would use both a theatre space and a conference space if one were available. A small display space is desired, and they need the ability to project images for their events.

There are a number of dance studios in West Jordan, though none was in attendance. It is probably that they would use a community theatre at least occasionally, though they may draw larger audiences than will likely be accommodated.

As a group we discussed the nature of the performance space. Again, 500 seats was a comfortable number for all. There was no pressure to increase this number and maybe some idea that fewer would also be acceptable.

Since the facility must suit many event types, it would be advantageous if some level of variable acoustics could be included, whether drapes/banners or an electro-enhanced system, though the electro-enhanced systems are quite expensive.

This led to a discussion of overall quality and equipment levels. The users would like the theatre to be well-equipped, but also understand that funding will not be unlimited. In both evenings' discussions, all agreed that the decisions would be guided by a principle of consensus defined as “shared vision of shared goals” rather than compromise which reduces the building to the lowest common denominator which does nothing well.

This “good but not gold-plated attitude” carried over to the idea of scenery handling as well; a full fly tower with walking grid would be nice, but a modified fly that allows drops and curtains to be raised out of sight but has no grid or other ability to spot-rig or customize the rigging would be acceptable – it would still be more than they generally have available.

A proscenium format is preferred for the theatre, with an orchestra pit for 25 musicians. If a second performance space of 150-250 seats is also developed, users preferred that to

be at least somewhat flexible. No further definition was developed for the second playing space, except that it might serve as a music rehearsal space. A stage with adequate but not overly large proscenium opening (no more than 40'), adequate wing space (1/2 the stage on each side), a good multipurpose floor. Provide a dedicated control room with operable window as well as connectivity for a house tech deck and a permanent house mix location.

Dressing rooms; two for chorus, some smaller, perhaps one or two at most, and one single dressing spaces are needed. The users would be content with two large dressing rooms which include changing and makeup together, but if there are multiple performance spaces it makes sense to have more smaller rooms. A quick change or toilet room very close to the stage is requested. A back of house toilet not in the dressing rooms is required.

The loading dock will probably accommodate pickup trucks most frequently. A 10'x10' loading door should accommodate the materials anticipated.

There is a strong need for a scenery construction space, as none of the groups has any space of their own at present. We discussed the idea that many municipal owners are concerned about the liability of volunteers and power tools, but the City currently does provide some shop space with tools at present and is presumed to have the appropriate policies in place. The shop needs a clear and level path to the stage with appropriate doors.

Costume construction space is also considered desirable, but the extent of the need should be fleshed out in the architectural programming phase; storage may be more important than construction, and perhaps a modest construction/maintenance area would be sufficient.

Public spaces: A box office, coat check, catering kitchen (can also support concessions?), cry room (ideal but not required) access to gallery space, public reception desk and adequate restrooms are all required in the public areas of the facility.

Classrooms and other ancillary spaces – the user groups feel strongly that ancillary spaces are very important; a music rehearsal room (which might double as the second performance space) a dance studio/rehearsal room, arts classroom(s) and a small conference space, (100 lecture-style, 30 at tables), all of which could be rented out to assist with the operating costs of the facility. These are the spaces that will allow the arts groups to thrive – 90% of performing arts is preparation, only 10% is performance. These spaces provide for that 90%

None of the user groups represented or those they were carrying messages for appear to have a permanent home. They rent what they can, when they can, which makes building a core audience difficult and it hard on community organization budgets as well.

The groups seem to be doing well, but City support appears to be critical. We had a discussion about use policies and the user groups concern that they might be pushed out for a nonlocal user that could pay more rent, and City representatives indicated that a committee to develop use policies should be created to insure that there are clear and transparent policies, and that all interested parties have a chance to provide input into policy development.

A community theatre facility with operational policies that are clear and give priority to local groups would provide these organizations with stability and an opportunity for growth that they currently do not have.

Lack of a permanent home also makes it difficult for these groups to have consistent historical data about audience sizes, number of performances and rehearsals etc., as each varies according to the venue used, which is probably why responses to questions of audience size etc., were limited in our discussion and on the returned questionnaires. A new facility will require local groups to plan their events about a year out and to coordinate with each other's schedules in order to book the space needed in the cultural center – this adjustment could be a bit difficult at first, but is essential to the health and growth of the user groups and the success of the facility.

Summary

As we completed our discussion, the leaders reminded the users again of some key points:

These meetings are not to design the facility, they are exploratory to determine what elements and characteristics the community would like to see.

These discussions are preliminary – pre-step 1 even, to assist the City in describing the facility in very broad terms when it applies for County grants and when it issues a Request for Proposal (RFP) for architectural design teams.

Any budget discussion is also preliminary, but will assist the City to develop a financial plan and conceptual budget for the building.

When a design team is engaged and a budget determined, this process will be repeated and expanded in great detail to develop a Building Program, which will be the detailed “road map” the architectural team will use to design the facility.

Space Allocations and Conceptual Costs

Attached are 4 space and cost scenarios. Excel files have also been provided to the City so that additional variations can be developed.

These scenarios show that the full wish list project could cost \$40M in today's dollars. Assumptions about construction cost and fees are based on Landry & Bogan's database and experience collected from more than 50 performing arts facilities in the West and Midwest – however, local costs, willing contractors and many other factors can affect these costs significantly. Local architects, cost estimators and contractors should be consulted to review these items.

To manipulate the spreadsheets:

Each space is listed and defined either by dimensions, occupancy or total square footage. At the end of each sheet is a summary of possible construction and soft costs.

To eliminate a space entirely, change the number in column 1 from 1 to 0, to increase (to add more single-person dressing rooms, for instance) change from 1 to 2 or as appropriate.

To reduce the size of a space change the number in column D or F (Column D represents units when appropriate – i.e. number of restroom stalls)

To add a new space, insert a row within the appropriate category (not at the bottom of the category) insert width and depth in columns D and F, and copy the formulae from columns G and H in cells immediately above

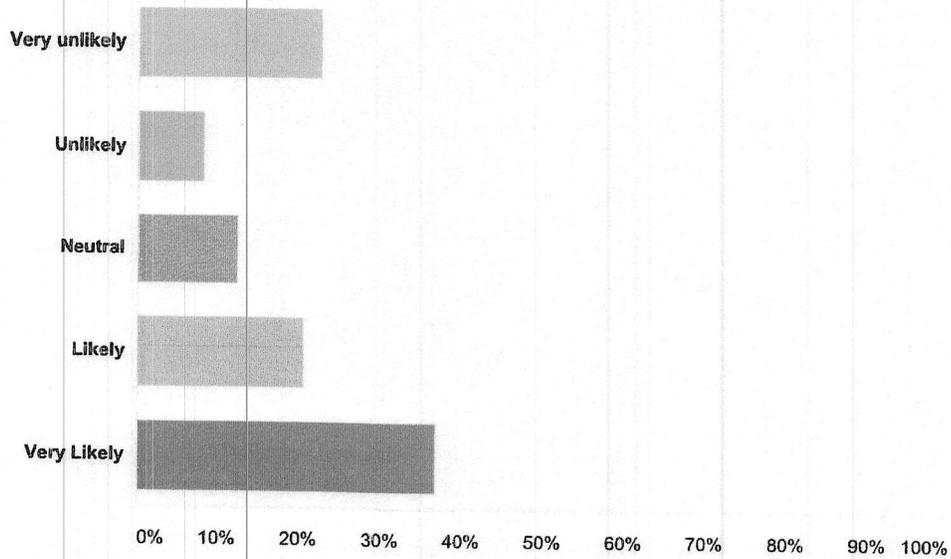
To manipulate costs, change cost or percentage in column F at the bottom of each sheet.

To manipulate costs, change cost or percentage in column F at the bottom of each sheet.

End of Report Text

Q1 Will you attend performances, concerts and/or exhibits at the new theatre?

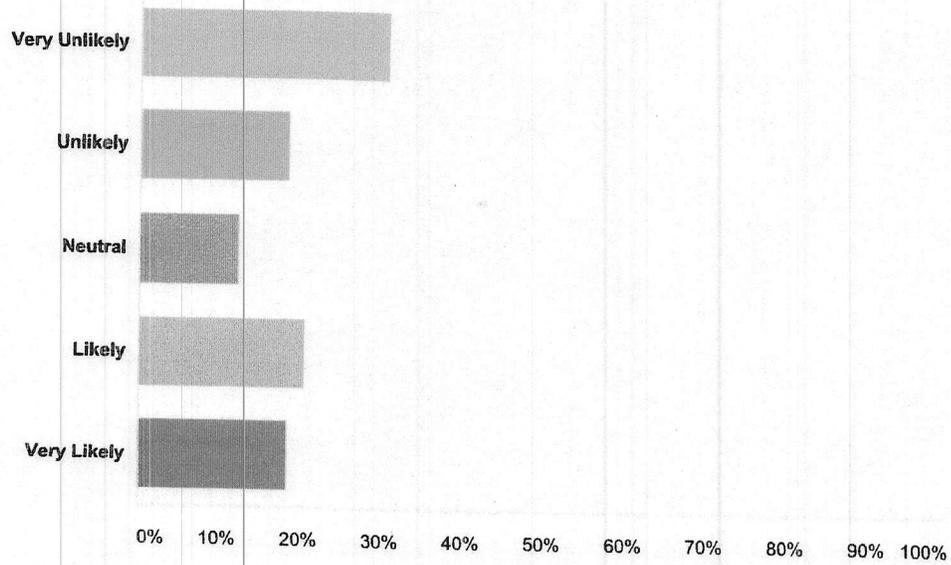
Answered: 49 Skipped: 0



Answer Choices	Responses	
Very unlikely	22.45%	11
Unlikely	8.16%	4
Neutral	12.24%	6
Likely	20.41%	10
Very Likely	36.73%	18
Total		49

Q2 How likely are you to utilize a new theatre facility for staging performances, concerts or exhibits?

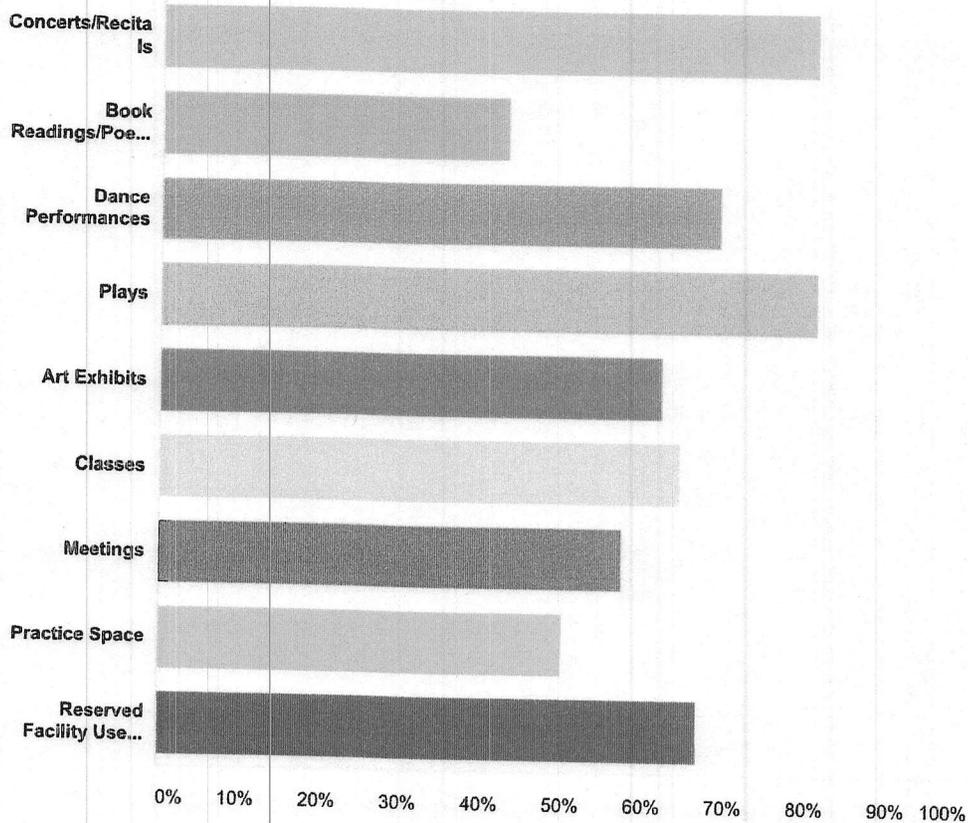
Answered: 49 Skipped: 0



Answer Choices	Responses	
Very Unlikely	30.61%	15
Unlikely	18.37%	9
Neutral	12.24%	6
Likely	20.41%	10
Very Likely	18.37%	9
Total		49

Q3 Please mark the types of performances and events you would like to see take place at the facility. (You can choose more than one.)

Answered: 42 Skipped: 7



Answer Choices

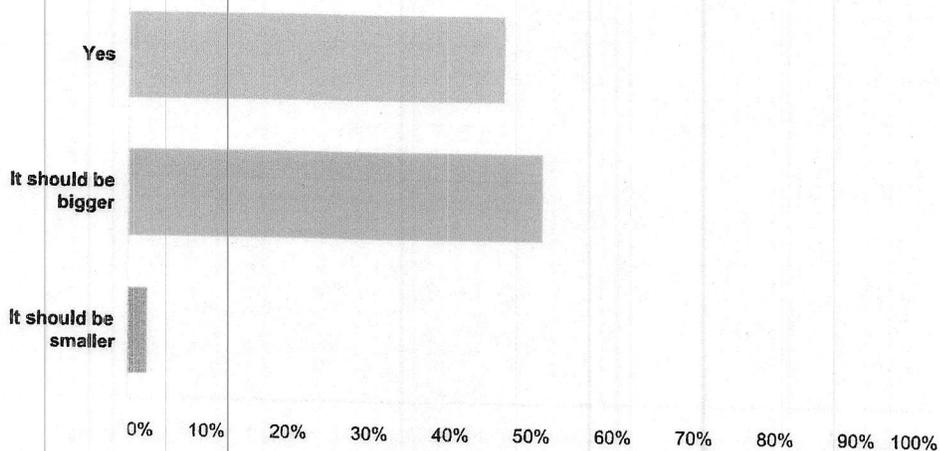
Responses

Answer Choice	Percentage	Count
Concerts/Recitals	80.95%	34
Book Readings/Poetry Recitals/Story Telling	42.86%	18
Dance Performances	69.05%	29
Plays	80.95%	34
Art Exhibits	61.90%	26
Classes	64.29%	27
Meetings	57.14%	24
Practice Space	50.00%	21
Reserved Facility Use (Open for public reservations.)	66.67%	28

Total Respondents: 42

Q4 Is 250 seats the right size for a community theatre?

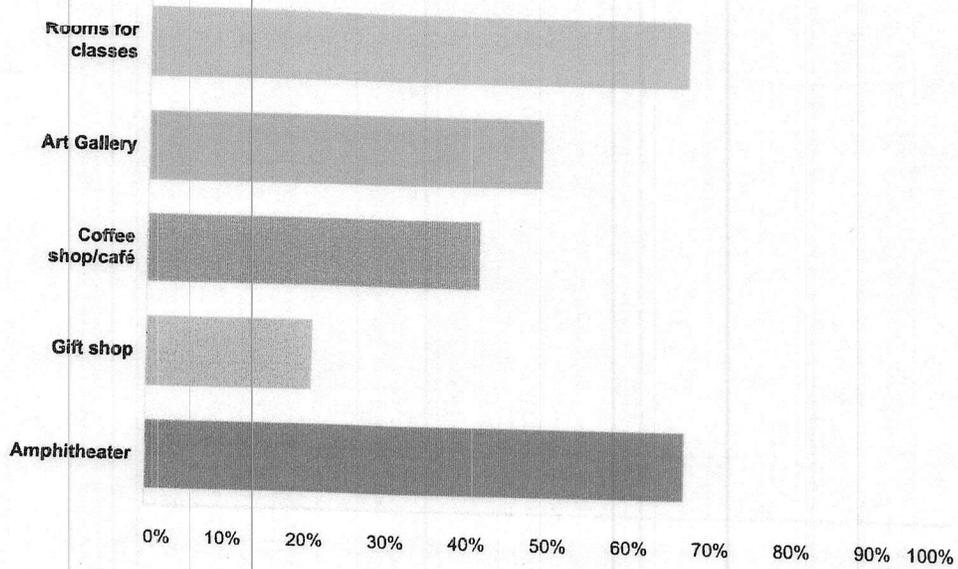
Answered: 41 Skipped: 8



Answer Choices	Responses	
Yes	46.34%	19
It should be bigger	51.22%	21
It should be smaller	2.44%	1
Total		41

Q5 In addition to performance space, what other amenities would you want in such a facility? (You can pick more than one.)

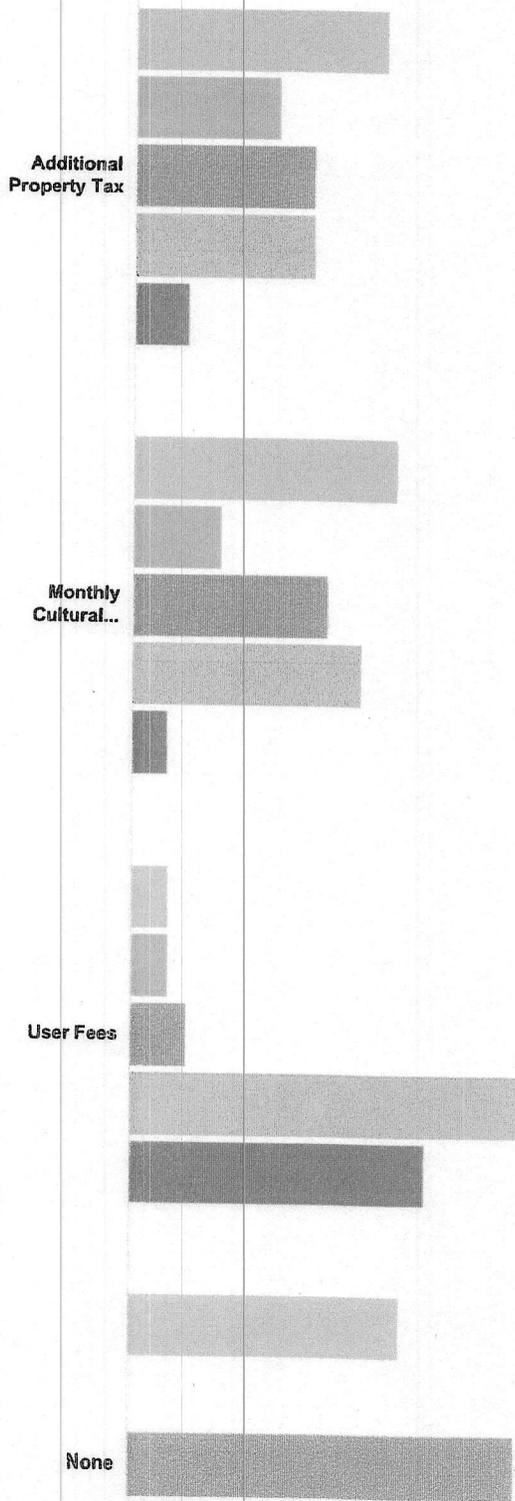
Answered: 39 Skipped: 10



Answer Choices	Responses	
Rooms for classes	66.67%	26
Art Gallery	48.72%	19
Coffee shop/café	41.03%	16
Gift shop	20.51%	8
Amphitheater	66.67%	26
Total Respondents: 39		

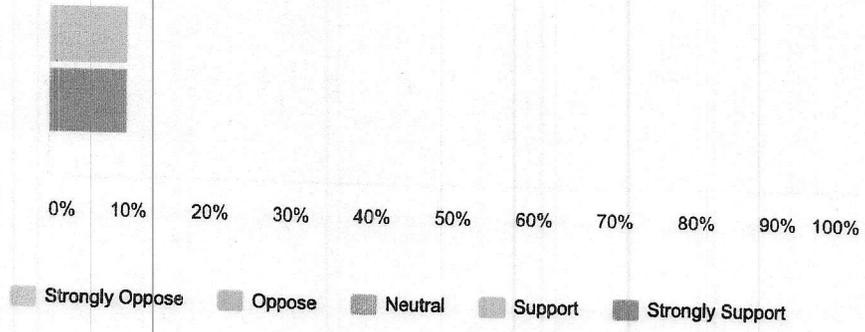
Q6 In order to pay for construction and maintenance of the facility, which of the following would you support?

Answered: 48 Skipped: 1



Proposed Cultural Arts Complex

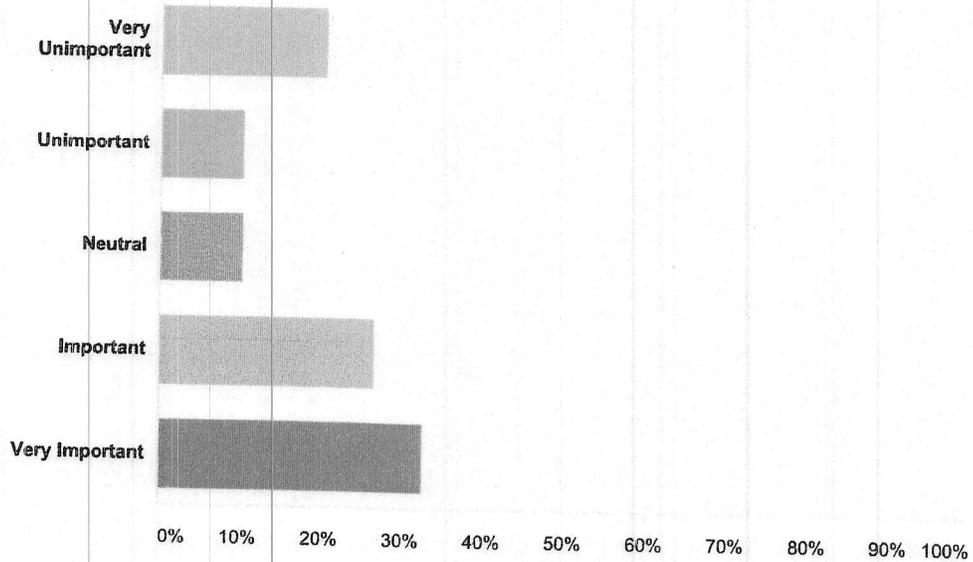
SurveyMonkey



	Strongly Oppose	Oppose	Neutral	Support	Strongly Support	Total
Additional Property Tax	31.11% 14	17.78% 8	22.22% 10	22.22% 10	6.67% 3	45
Monthly Cultural Utility Fee	32.61% 15	10.87% 5	23.91% 11	28.26% 13	4.35% 2	46
User Fees	4.55% 2	4.55% 2	6.82% 3	47.73% 21	36.36% 16	44
None	33.33% 7	0.00% 0	47.62% 10	9.52% 2	9.52% 2	21

Q7 How important is it to have cultural arts performances or exhibits in West Jordan?

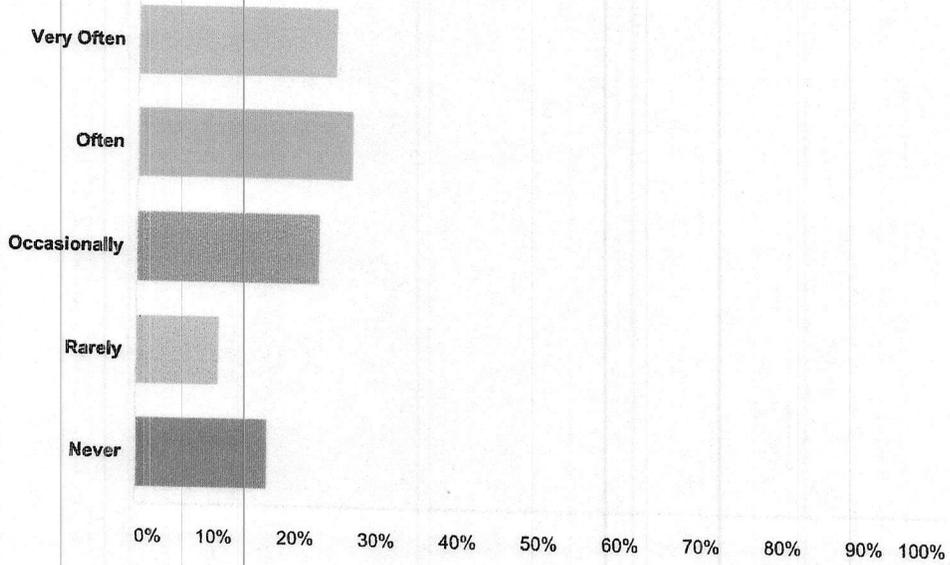
Answered: 49 Skipped: 0



Answer Choices	Responses	
Very Unimportant	20.41%	10
Unimportant	10.20%	5
Neutral	10.20%	5
Important	26.53%	13
Very Important	32.65%	16
Total		49

Q8 How often do you attend community theatre performances, concerts, or exhibitions?

Answered: 49 Skipped: 0



Answer Choices	Responses	
Very Often	24.49%	12
Often	26.53%	13
Occasionally	22.45%	11
Rarely	10.20%	5
Never	16.33%	8
Total		49

Appendix B - Questionnaires From Users

Data to follow

it. He asked that the Council allow staff to investigate a variety of storage options pertaining to the arts groups. Barring that, the containers suggested by Councilmember Stoker could be a back-up plan.

A roll call vote was taken

Councilmember Haaga	Yes
Councilmember Hansen	Yes
Councilmember McConnehey	Yes
Councilmember Nichols	Yes
Councilmember Southworth	Yes
Councilmember Stoker	Yes
Mayor Rolfe	No

The motion passed 6-1

DISCUSSION AND POSSIBLE ACTION REGARDING THE ALLOCATION OF FUNDS FROM THE CAPITAL SUPPORT FUND TO BEGIN THE RFP PROCESS FOR AN ARCHITECT TO DESIGN AN ARTS FACILITY.

There was no staff report. Councilmember Stoker made the following points:

- The Salt Lake County Cultural Facilities Plan listed the City as a prime location for a regional arts facility.
- Salt Lake County had a Cultural Facilities Support Program that had grant funds available to be spent on cultural facilities.
- Councilmember Stoker announced plans to attend a workshop for the grant application process. A specific grant that he had in mind required the applicant to commit 10% of the facility costs and 50% of the consultation costs. Councilmember Stoker stated his intention to work towards this goal on his personal time.
- Councilmember Stoker indicated that it was his understanding that there were approximately \$500,000.00 unallocated funds in the Capital Support fund. He asked that some of those funds be designated to go towards this project since the application required a financial commitment from the applicant.
- JRCA Architects had indicated a willingness to reach out to the various art groups in the City as well as to a number of regional experts in order to prepare preliminary scope of work and budget. JRCA had indicated they could do this for \$4,800.00.

Councilmember McConnehey stated he had no interest in accepting 100% funding from Salt Lake County as the facility would then be owned by the County and not the City. He also felt that it was important to take action and possibly lend \$1.25 million from the Capital Support Fund towards an art facility in order to take a significant step forward on

the project. It was his intent that the monies eventually be returned to the Fund once the old library was sold.

Councilmember Haaga spoke in favor of seeking a design proposal as soon as possible.

MOTION: Councilmember McConnehey moved to direct staff to allocate \$125,000.00 from the Capital Support Fund to start the process to build a home for the Arts in West Jordan City and apply for grants from Salt Lake County. The motion was seconded by Mayor Rolfe.

The Council clarified that the \$125,000.00 was intended to represent 50% of the design costs.

A roll call vote was taken

Councilmember Haaga	Yes
Councilmember Hansen	Yes
Councilmember McConnehey	Yes
Councilmember Nichols	Yes
Councilmember Southworth	Yes
Councilmember Stoker	Yes
Mayor Rolfe	Yes

The motion passed 7-0

MOTION: Councilmember McConnehey moved to continue the meeting until the agenda was done. The motion was seconded by Councilmember Stoker.

The motion passed 7-0.

DISCUSSION AND POSSIBLE ACTION REGARDING ORDINANCE 15-06, AMENDING THE 2009 WEST JORDAN MUNICIPAL CODE TITLE 1, 'ADMINISTRATION,' CHAPTER 7, 'CITY COUNCIL VACANCIES' AND THE CITY COUNCIL RULE, POLICIES, AND PROCEDURES, RULE B.6, 'FILLING A VACANCY ON THE CITY COUNCIL'

Councilmember Nichols stated that as soon as Councilmember Stoker notified him that he would need to step down, he wondered about the procedure for filling the vacancy. He consulted the State code, the City Code as well as the Council's Rules of Procedures and found that the latter two actually contradicted State code.

MOTION: Councilmember Nichols moved to approve Ordinance 15-06 and completely follow State Code, amending the 2009 West Jordan Municipal Code Title 1, "Administration", Chapter 7, 'City Council



Balance Sheet Report for 2015 Period 10

Account Number	Description	Period Net Change	Account Balance
Consolidated Funds			
Assets			
111000	CASH - UNRESTRICTED	0.00	1,380,587.00
116308	GO REFUND BOND 2014	0.00	590,748.69
135100	TAX RECEIVABLES	0.00	32,064.71
Liabilities			
240000	UNEARNED REVENUE TAX	0.00	757,773.60
Fund Balance			
296100	FUND BALANCE	0.00	(757,774.00)
299995	BUD FB RES 4 ENC CLEARING	0.00	(757,774.00)
299996	Appropriations Control	0.00	(622,813.00)
299999	ENCUMBRANCE CLEARING	0.00	(898,948.48)
399998	Estimated Revenue Control	0.00	(6,500.55)
399999	Revenue Control	0.00	(8,012,596.00)
499999	Expenditure Control	0.00	6,500.55
Total Liabilities + Fund Balance		0.00	(1,380,587.00)
Total Assets		0.00	1,380,587.00
Total Liabilities		0.00	(757,774.00)
Total Fund Balance		0.00	(622,813.00)

Capital Support Fund - west Jordan.