



7505 S Holden Street
Midvale, UT 84047
801-567-7200
Midvale.Utah.gov

REDEVELOPMENT AGENCY OF MIDVALE CITY MEETING AGENDA October 15, 2024

Public Notice Is Hereby Given that the **Redevelopment Agency of Midvale City** will hold an electronic and in-person meeting on **October 15, 2024** as follows:

Electronic & In-Person City Council Meeting

This meeting will be held electronically and in-person. **Public comments may be submitted electronically to the Board at Midvale.Utah.gov/PublicComment by 5:00 p.m. on October 14, 2024.**

The meeting will be broadcast on **YouTube (Midvale.Utah.gov/YouTube)**

6:00 p.m. or immediately following the City Council Meeting

I. GENERAL BUSINESS

A. Welcome and Roll Call

II. PUBLIC COMMENTS

Any person wishing to comment on any item not otherwise scheduled for public hearing on the agenda may address the Redevelopment Agency of Midvale City Board at this point by stepping to the microphone and giving his or her name for the record. **Comments should be limited to not more than three (3) minutes unless additional time is authorized by the Redevelopment Agency of Midvale City Board.** Resident groups will be asked to appoint a spokesperson. This is the time and place for any person who wishes to comment on issues not scheduled for public hearing. Items brought forward to the attention of the Redevelopment Agency of Midvale City will be turned over to staff to provide a response outside of the Redevelopment Agency meeting.

III. CONSENT AGENDA

A. Consider Minutes of September 17, 2024 — *[Rori Andreason, HR Director/City Recorder]*

IV. DISCUSSION ITEM

A. Consider **Resolution No. 2024-28RDA** Consideration of a three-year contract with Craft Lake City to Produce the Annual LetterWest Conference. — *[Meggie Troili, RDA Project Manager]*

V. POSSIBLE CLOSED SESSION

The Board may, by motion, enter into a Closed Session for:

October 15, 2024

- A. Discussion of the Character, Professional Competence or Physical or Mental Health of an Individual;
- B. Strategy sessions to discuss pending or reasonably imminent litigation;
- C. Strategy sessions to discuss the purchase, exchange, or lease of real property;
- D. Discussion regarding deployment of security personnel, devices, or systems; and
- E. Investigative proceedings regarding allegations of criminal misconduct.

VI. ADJOURN

In accordance with the Americans with Disabilities Act, Midvale City will make reasonable accommodations for participation in the meeting. Request assistance by contacting the City Recorder at 801-567-7207, providing at least three working days' notice of the meeting. TTY 711

The agenda was posted at the following locations on the date and time as posted above: City Hall Lobby, on the City's website at Midvale.Utah.gov and the State Public Notice Website at pmn.utah.gov. Board Members may participate in the meeting via electronic communications. Board Members' participation via electronic communication will be broadcast and amplified so other Board Members and all other persons present in the Council Chambers will be able to hear or see the communication.

Date Posted: October 14, 2024

Time: 5:05 p.m.

**Rori L. Andreason, MMC
H.R. Director/City Recorder**



REDEVELOPMENT AGENCY MEETING

Minutes

Tuesday September 17, 2024

Council Chambers
7505 S Holden Street
Midvale, Utah 84047

CHAIR: Marcus Stevenson

BOARD MEMBERS: Board Member Paul Glover
Board Member Bonnie Billings
Board Member Dustin Gettel
Board Member Bryant Brown
Board Member Heidi Robinson

STAFF: Matt Dahl, City Manager; Nate Rockwood, Assistant City Manager; Rori Andreason, City Recorder; Garrett Wilcox, City Attorney; Mariah Hill, Administrative Services Director; Adam Olsen, Community Development Director; Laura Magness, Communications Director; Jerimie Thorne, Deputy Public Works Director; Meggie Troili, RDA Project Manager; Cody Hill, Economic Development Director; Wendelin Knobloch, Planning Director; Chief Randy Thomas, UPD; and Juan Rosario, Systems Administrator.

Chair Stevenson called the meeting to order at 9:40 p.m.

I. GENERAL BUSINESS

A. Welcome and Roll Call - Board Members Dustin Gettel, Bonnie Billings, Bryant Brown, Heidi Robinson, and Paul Glover were present at roll call.

II. PUBLIC COMMENTS

There was no one who desired to speak.

III. CONSENT AGENDA

A. Consider Minutes of September 3, 2024

MOTION: Board Member Paul Glover **MOVED** to approve the consent agenda. The motion was **SECONDED** by Board Member Heidi Robinson. Chair Stevenson called for discussion on the motion. There being none he called for a roll call vote. The voting was as follows:

Board Member Bryant Brown **Aye**
Board Member Dustin Gettel **Aye**
Board Member Paul Glover **Aye**
Board Member Bonnie Billings **Aye**

Board Member Heidi Robinson Aye
The motion passed unanimously.

IV. ACTION ITEM

A. CONSIDER RESOLUTION NO. 2024-24RDA APPROVING THE AGREEMENT FOR ARTIST'S COMMISSIONED WORK FOR THE INSTALLATION OF A MURAL LOCATED ON THE EXTERIOR WEST-FACING WALL OF THE PARKING STRUCTURE LOCATED AT 7860 S BINGHAM JUNCTION BLVD.

Aubrey Ruiz said On May 13, 2024, Zions Bancorporation, N.A. ("Zions") signed the Agreement Between Zions Bancorporation, N.A. and the Redevelopment Agency of Midvale City for the Placement of Artist's Commissioned Work. This agreement between the Agency and Zions provides for the cooperation between the Agency and Zions to commission a mural on the west-facing wall of Zions' parking structure, located at 7860 S Bingham Junction Blvd. Zions agreed to help select the artist and mural and keep the mural in place for at least 10 years.

On September 3, 2024, the selection committee reviewed the 119 artists who responded to the call for qualifications and narrowed the list down to just four artists. The four finalists were asked to prepare a rendering for the mural they would install. On September 16, 2024, the selection committee met again to review the renderings and selected the mural and artist who will install the mural.

The Agreement for Artist's Commissioned Work specifies the scope of services the artist will be providing, the compensation they will be receiving, ownership of the mural, insurance requirements, and other details specific to completing the mural. See Attachment A: Agreement for Artist's Commissioned Work.

FISCAL IMPACT:

The budget for the project is \$50,000. This includes the cost of the mural and compensation for the renderings not selected by the selection committee on September 16, 2024. The funds will come from the Public Art account of the Jordan Bluffs RDA Fund. This expense was included in the FY2025 budget approved by the Agency board.

Council Member Paul Glover asked about a guarantee that the mural would last 10 years.

Aubrey Ruiz said that the city is responsible for the upkeep of the mural and they have taken steps with protective topcoat and anti-graffiti measures.

Council Member Bryant Brown likes this mural, it will be the most visible mural in the city based on location, he would like to see the mural lit up.

Council Member Dustin Gettel thinks the parking structure is fairly lit up without additional lighting.

Nate Rockwood said there were 119 artist applications for this mural project. He also said they are working on lighting for the murals, he mentioned that when planes are flying into Salt Lake City, the passengers can see the murals from the air.

MOTION: Board Member Heidi Robinson **MOVED** to suspend the rules approve **RESOLUTION NO. 2024-24RDA** Approving the Agreement for Artist’s Commissioned Work or the installation of a mural located on the exterior west-facing wall of the parking structure located at 7860 S Bingham Junction Blvd. The motion was **SECONDED** by Board Member Dustin Gettel. Chair Stevenson called for discussion on the motion. There being none he called for a roll call vote. The voting was as follows:

Board Member Bryant Brown Aye
Board Member Dustin Gettel Aye
Board Member Paul Glover Aye
Board Member Bonnie Billings Aye
Board Member Heidi Robinson Aye

The motion passed unanimously.

VI. ADJOURN

MOTION: Board Member Paul Glover **MOVED** to adjourn the RDA meeting and enter back into City Council meeting. The motion was **SECONDED** by Board Member Dustin Gettel. Chair Stevenson called for discussion on the motion. There being none he called for a vote. The motion passed unanimously.

The meeting adjourned at 9:57 p.m.

Rori L. Andreason, MMC
City Recorder

Approved this October 1, 2024.



MIDVALE CITY REDEVELOPMENT AGENCY

Meeting Date: October 15, 2024

ITEM TYPE: Discussion Item

SUBJECT: Discussion Regarding Proposed Three-Year Contract with Craft Lake City to Produce the Annual LetterWest Conference.

SUBMITTED BY: Meggie Troili, RDA Project Manager

SUMMARY: On November 13, 2023, the Redevelopment Agency of Midvale City (the "Agency") entered into a service agreement with Craft Lake City (the "Contractor") to produce the third annual LetterWest conference within the Midvale Main Arts & Culture District. This one-day conference took place on March 2, 2024, and based on its success, as described in the conference recap and evaluation report **Exhibit "A"**, the Agency desires to continue its relationship with the Contractor to produce LetterWest over the next three (3) years.

The Agency seeks to enter a three-year agreement **Exhibit "B"**, with the Contractor to produce LetterWest for the price of \$55,000 per year totaling \$165,000 over (3) years. The Agency has budgeted for the conference within the Main Street Community Development Area 2025 fiscal year budget. The funded project will require the Contractor plan, coordinate, and report on all activities including spending associated with producing LetterWest.

In Spring 2025 the 5th Annual LetterWest will increase from a one-day to a two-day conference to be held on Friday March 14th and Saturday March 15th and will include a night market. Through these multi-day conferences, LetterWest will offer workshops, demonstrations, networking opportunities, and community activities fostering community engagement and leaving a lasting impact on Midvale's cultural and economic landscape within the Midvale Main Arts & Culture District.

FISCAL IMPACT: \$55,000 annually totaling \$165,000 over three years.

STAFF RECOMMENDATION: No motion necessary at this time

Attachments:

Exhibit "A" Conference Recap and Evaluation Report

Exhibit "B" LetterWest Agreement

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Conference Recap First Annual Craft Lake City LetterWest, 2024

Midvale City

On behalf of Craft Lake City's board, staff, volunteers, community partners and patrons, thank you for your generous support The First Annual Craft Lake City® LetterWest. We celebrated the return of LetterWest across many local businesses on Midvale Main Street and are excited to share with you our successes and accomplishments from the first year of hosting this conference.



Event Overview

The First Annual Craft Lake City LetterWest took place on March 2nd, 2024 in Midvale, Utah from 8:00 AM to 8:30 PM. We partnered with many local Midvale businesses such as The Midvale Performing Arts Center, The Pearl on Main, Midvale Art House, Midvale City, and Dark Arts Tattoo to host our conference all across Midvale Main Street. The LetterWest Conference provided 2 keynote speeches, 6 lettering workshops, a free

interactive mural for attendees and the local community, a panel discussion and a post-event mixer. We brought in 6 presenters from all over the world, including 3 Utah locals. We had 86 attendees and 39% of them traveled from outside of Utah, we even had one attendee come all the way from Australia. Despite the day starting off with a wind storm, power outage and ending in a blizzard—LetterWest 2024 was a huge success and we are already making plans for The Second Annual Craft Lake City LetterWest in 2025.

Event Programming Recap

Keynote Speeches

We started off the conference with 2 keynote speeches from our global lettering artists. First was Seb Lester, a high profile calligrapher, who traveled all the way from the UK. Seb shared a composition of photos and videos to supplement the story of his life and lettering history, from childhood to his student years and into his career as a professional lettering artist. He talked about his biggest projects & career highlights, from type design to high-profile projects like the Intel and NASA logos. The next talk was given by Ximena Jimenez, a lettering and mural artist

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from Bogota, Colombia. Ximena dove into the moving story of her humble beginnings and how she got to where she is today within the lettering world. She also spoke on some of her biggest/proudest projects throughout the years. Getting to hear about these two artist's histories was such an incredible experience. Each speaker was also given time after their talk to answer questions from the audience.

"Beyond my expectations! Surprised and delighted by the keynote speakers. Loved the workshops too!"



Workshops

Flourishing for Italics with Seb Lester

This workshop was originally scheduled to be held at The Pearl on Main, but due to a power outage had to be moved last minute to Midvale City Hall. We had 24 attendees sign up for this class. In this class Seb Lester defined what flourishing is and described the history and evolution of flourishing in Western Calligraphy. The focus was on understanding the underlying principles governing curvilinear flourishing Italics. Participants were asked to write words and find ways

to flourish them in pleasing and harmonious ways. This was a relaxed and informal workshop, and questions were encouraged. Attendees were starstruck by Seb Lester and many stayed after the class to get a photo and signature with him. Seb normally does not teach workshops so this was a unique opportunity for LetterWest attendees.

"I LOVED Seb's class, 5/5. I had no idea he was internationally recognized but it made sense when I saw him in action and saw his keynote speech! Amazing!"

"Meeting & learning from Seb Lester was a bucket-list level experience for me. I will be on a high from this for a while. Everything was so terrific."

Lettering Murals: Live Demonstration with Ximena Jiménez

This demonstration-style mural workshop occurred at The Midvale Art House, where we collaborated with Midvale City to enable Ximena to paint directly on their wall, creating a stunning, custom mural for their space. This was our largest workshop with 67 attendees. In this demonstration Ximena walked attendees through how they incorporate lettering into their dynamic mural paintings and dive into their step-by-step creative process. Attendees got to learn Jiménez's tips and tricks for creating a compelling mural while incorporating elements of color, design and of

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course, lettering. This workshop was about the power of creation and learning by watching Jiménez's captivating live performance.

"I loved Ximena's workshop and learn[ed] a lot"

Expressive Lettering with Kyle Letendre

Kyle Letendre is a Portland artist with a focus in lettering and illustration. Their workshop was held in the auditorium of The Midvale Performing Arts Center. We had 36 attendees. Through hands-on demonstrations and collaborative feedback, Kyle taught students to draw a lively piece of lettering from a loose pencil to a refined comp. They began with tidy, unadorned forms, then drafted increasingly more bombastic drawings until they arrived at an eye-popping beauty, all the while sharing key strategies for cohesion, consistency, adding dimension, and mixing styles.

"Kyle's workshop was so much fun and [they] were so funny. I also loved being able to follow along and do what [they] were doing and it felt very chill."

"Really love Kyle's work and wanted to get better at [their] style of lettering"



Tactile Type: Beautifully Temporary with Becca Clason

Becca Clason is one of our local artists, from Logan, Utah. Her lettering style focuses on temporary art through tactile type. Becca is also the original founder of LetterWest and we are so happy she was able to join us this year as an instructor.

Becca Clason taught a hands-on, tangible type workshop, a style she works in professionally. Becca worked with attendees to concept, style, and photograph their own dimensional lettering, which they created from materials of their choice (coffee beans, cold cereal, candy, etc.) on a flat background surface. During the workshop, attendees chose one word or letter, created

a sketch of it to use as reference, manipulated and styled their materials by hand, and photographed their finished piece, so their creation could endure even after it's wiped away. Becca shared her experience with and gave tips on lighting, using various materials, styling letterforms and other props, and photographing final flatlay designs. This was a sold out workshop, held at the Midvale Art House, with 24 attendees.

"I was very nervous for Becca's class, but loved creating my own piece once she shared her experience and process."

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"I freaking love Becca and her work"

Traditional Decorated Illuminated Lettering with Skyler Chubak

Skyler Chubak is a Utah artist. Skyler's specializations include gold leaf glass work, hand engraving, ornamental signs and calligraphy. In his workshop attendees discovered the splendor of ornamental lettering. Skyler guided participants through the process of building up an ornamental initial from start to finish. Specifically, attendees learned how to construct the layout, illustration and placement of shading and drop shadows to create their very own lettering masterpiece. This workshop was originally scheduled to be at The Pearl on Main but also had to be relocated to Midvale City Hall at the last minute due to the power outage. We had 29 attendees.

"Skyler is the GOAT!"

Free Collaborative Art Installation hosted by Shley of Friendship Sign Co.

Our partners at Midvale City requested that we provide a free aspect of the conference that would also be accessible to the public, this came in the form of an interactive mural with local lettering artist and sign painter, Shley. She designed the base of the art piece using the word Magic and we invited attendees and the local community to color, draw, and fill in the rest of the piece with hand lettering. This activity was offered during lunch and was a big hit, it didn't take long for the piece to fill up with fun colors and unique styles. This installation was up inside the entrance of Midvale City Hall and we left it up for more people to participate with for an additional week after the conference.



Panel Discussion

Ink and Insight: Unveiling the World of Hand Lettering moderated by Shley, with panelists Seb Lester, Ximena Jiménez, Becca Clason, Skyler Chubak and Kyle Letendre. This discussion was focused on each individual artist's experience, they dug into how they stay disciplined, what got them hooked on lettering and work life balance. It was a great experience to see all the LetterWest presenters get together and chat about their personal experiences. It was the perfect way to close out the conference.

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Mixer

After the conference we invited guests to attend a private mixer hosted at Dark Arts Studio on Midvale Main Street. This was a fun opportunity for attendees to mix and mingle and even get



the chance to chat with the presenters. Drinks were available thanks to our local Midvale sponsors, Bohemian Brewery and Vintage Spirits. We also had a food truck available out front for guests to purchase dinner. The highlight of the mixer had to be the flash tattoos! We partnered with presenter Kyle Letendre to create 6 custom, hand lettering inspired flash tattoos that were done by four Dark Arts tattoo artists. Rumor has it that Midvale's Mayor Marcus Stevenson even got his very first tattoo! After a long, rewarding day learning the ins and outs of hand lettering and trekking through the snow like true Utahns it was the perfect cap to an amazing conference.

Scholarships

We are excited to share that we were able to provide 10 scholarships to local Utah artisans. The scholarship covered the admission to the conference and attendance at our two free workshops. The 10 scholars were selected by the Craft Lake City team based on their financial needs, diverse backgrounds, and eagerness to grow as creative professionals. Midvale City provided two additional scholarships making the total scholarships, 12.

2024 Partners

We had many incredible partners this year including Midvale City, The Midvale Performing Arts Center, The Pearl on Main, Midvale Art House, Dark Arts Tattoo, Offside Apparel, Staybridge Suites, Uprok, Bohemian Brewery, Vintage Spirits Distillery, Sweet Hazel, Tombow, Baronfig, Custom Ink, Scout Books, STABLO, General Pencil, Blick, Tres Gatos Coffee and SLUG Mag. We also want to recognize our year round partners the George S and Dolores Dore Eccles Foundation, Zoo Arts and Parks (ZAP), National Endowment for the Arts (NEA), and the Salt Lake City Arts Council. This event would not have been possible without our sponsors and we are so grateful to each and every one of them.

Additional survey feedback

"I thought Midvale was similar to where I come from in Texas, I thought it was a beautiful town. I was also inspired by the Mayor talking about bringing more business and culture to the town and how passionate he was about it!"

"I really enjoyed Midvale! Cute location for the event."

"Really enjoyed the keynote speakers and workshops! The conference exceeded my expectations with the talent that was presented."

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"...considering the amazing response from the team with all the power outages and severe weather."

"I loved them all. Wish I could have taken every class."

"It will be on my "must-attend" list every year. It exceeded my expectations in every way and I can't wait for next year!"

"Even though there were some hiccups, everyone was very proactive and did a great job making sure the attendees were accommodated with as little inconvenience as possible. Given what they were up against with the inclement weather and transformer blowing, the organizers did an incredible job pulling the event off."

"I love connecting with other people. I enjoyed getting to know the speakers in an intimate setting. My favorite part of LetterWest is the energy that everyone gives off. Everyone is so kind and so welcoming and we're just so happy to be there."

"I got to see people in person for the first time after only interacting with them online for years. Building community is the best 

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Expenses	
LetterWest Licensing	-\$10,000.00
Seb Merch Share	-\$169.00
Ximena Merch Share	-\$64.35
Workshop supplies	-\$1,239.30
Goodie Bags	-\$515.89
Presenters	-\$5,300.00
Airfare	-\$2,784.25
Food	-\$696.64
Merch	-\$1,620.78
Lodging SLC	-\$343.98
Signage & Flyers	-\$2,574.00
Production	-\$102.59
Misc	-\$62.34
Staff	-\$17,328.00
Ticketing fees	-\$2,776.63
Comped tickets	-\$3,850.00
Advertising	-\$4,895.00
Total:	-\$54,322.75

Income

Tickets	\$14,939.13
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2024 Attendee Workshop Survey Executive Summary

100 Submissions for all workshops. These are broken down by workshop for detailed information

Full Summary:

What was the difficulty level of the workshop project?

On Average, Participants noted Moderately Easy

How would you rate the presentation? (1 = needs improvement, 3= average, 5 = excellent)

Average: 4.58/5

How would you rate the instructor? (1 = needs improvement, 3= average, 5 = excellent)

Average: 4.84/5

How would you rate the workshop lesson? (1 = needs improvement, 3= average, 5 = excellent)

Average: 4.67/5

How would you rate the workshop venue? (1 = needs improvement, 3= average, 5 = excellent)

Average: 4.46/5

Have you been to the Midvale City Arts District before?

14% responded Yes, 70% responded No, and 5% stated Unsure.

Did attending this workshop make you more inclined to take more workshops on this style of lettering? (please circle one):

82% of responses said yes

4% responded no

6% stated unsure

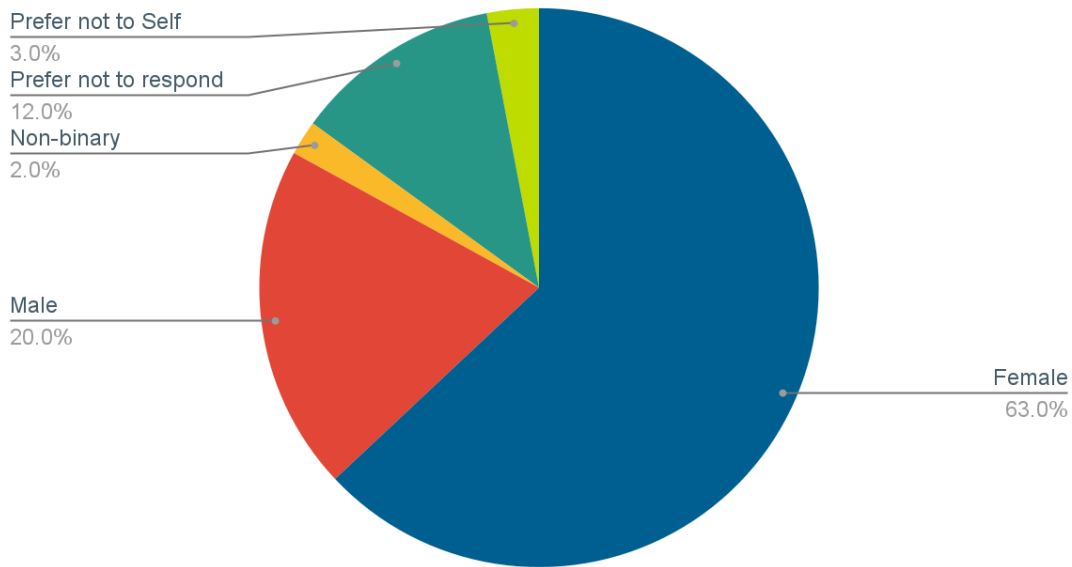
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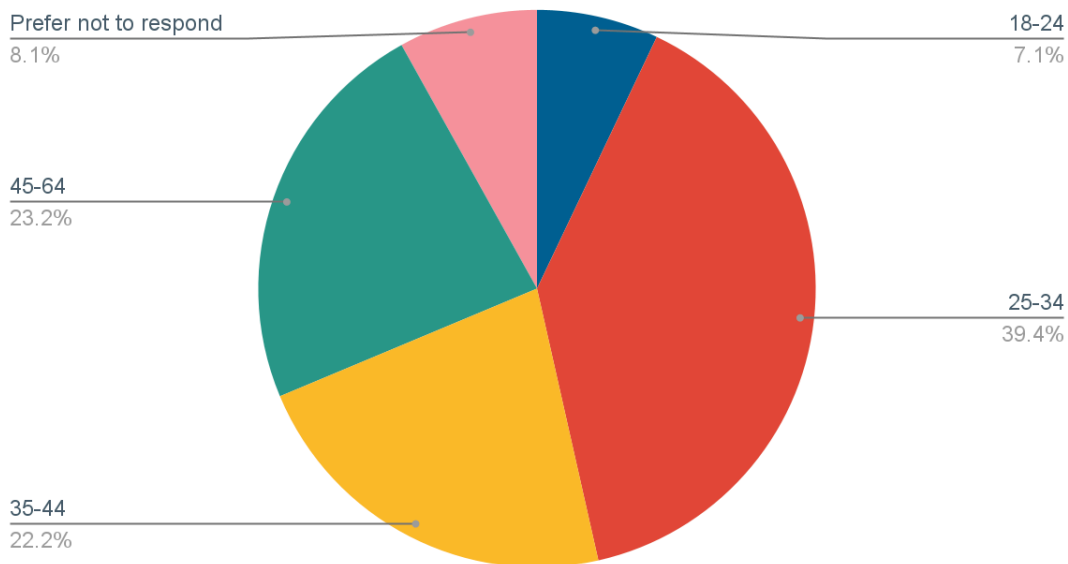
41 Different Zip Codes

25/41 are Utah Zip Codes

Gender

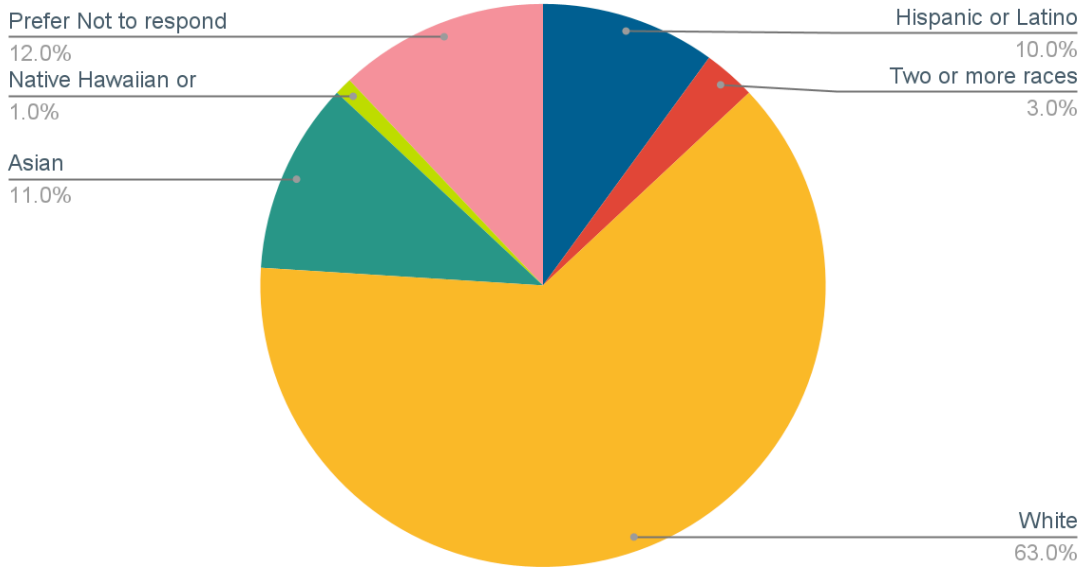


Age

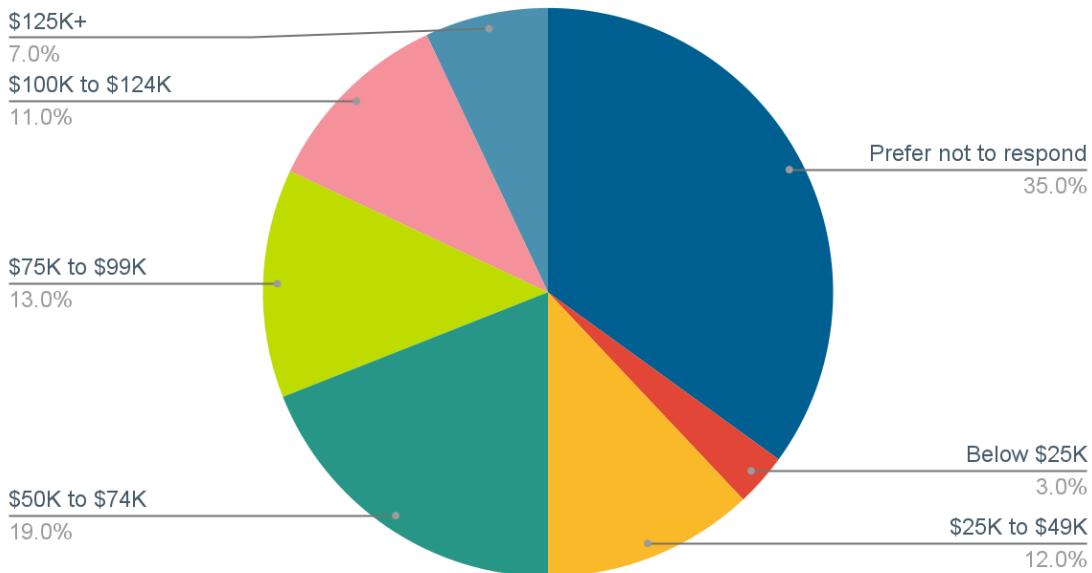


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Ethnicity

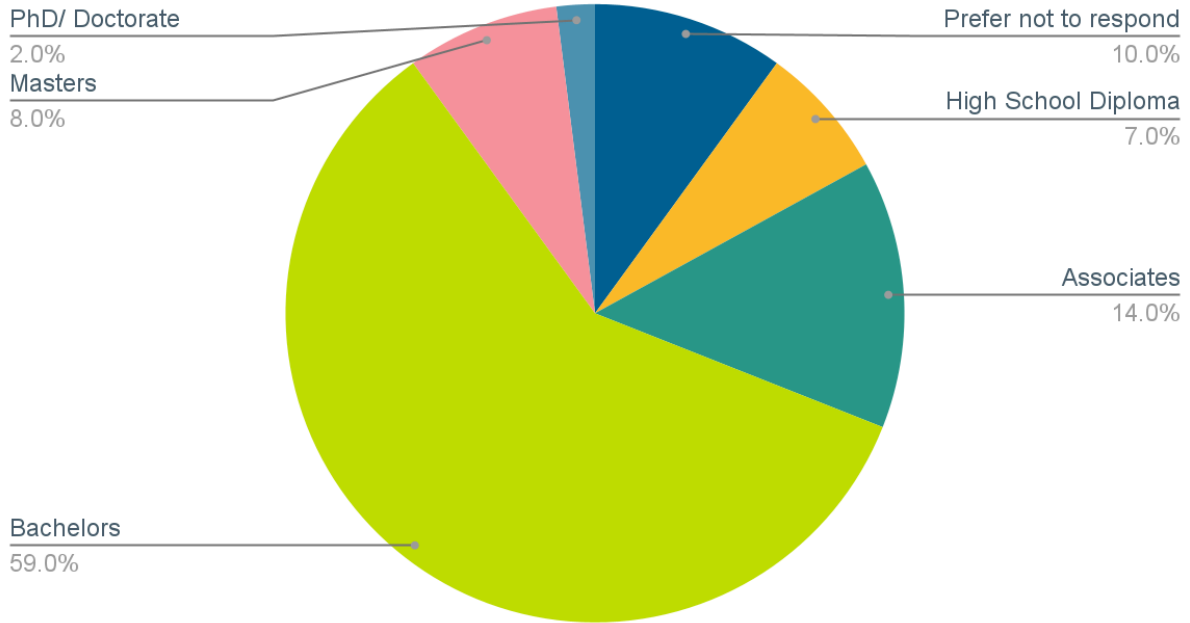


Income

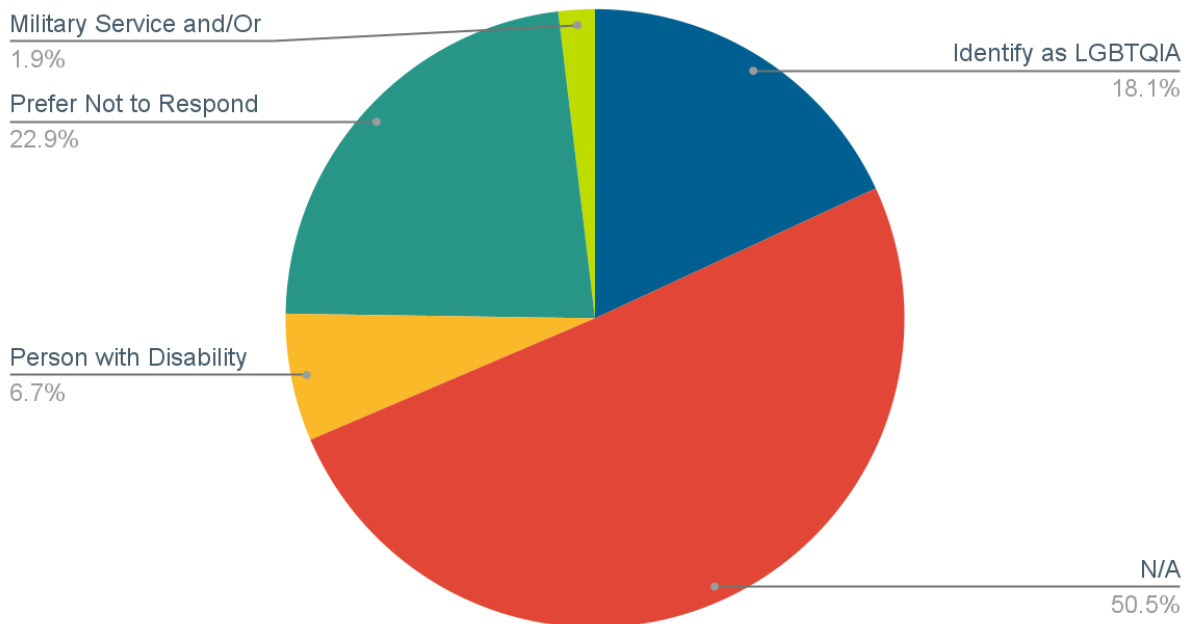


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Education



Special Populations



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Workshop Title: Tactile Type: Beautifully Temporary with Becca Clason
11 out of 19 Attendees Responded

What was the difficulty level of the workshop project?

On Average, Participants noted between Moderately Easy and Moderately Difficult.

How would you rate the presentation? (1 = needs improvement, 3= average, 5 = excellent):

Average 4.81/5

How would you rate the Instructor? (1 = needs improvement, 3= average, 5 = excellent):

Average 5/5

How would you rate the workshop Lesson? (1 = needs improvement, 3= average, 5 = excellent):

Average 4.9/5

How would you rate the workshop venue? (1 = needs improvement, 3= average, 5 = excellent):

Average: 4.45/5

Have you been to the Midvale City Arts District before?

18.18% responded Yes

45.45% responded No

9.09% stated Unsure

Did attending this workshop make you more inclined to take more workshops on this style of lettering? (please circle one):

100% of responses said Yes.

What was the most interesting thing you learned during the workshop?

How to adjust and take photos as you go and adjust lighting

The similarity to mandala practice meditative and temporary

I loved learning how to be smart when preparing a shot

Getting individual feedback

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Constructive Feedback Quotes:

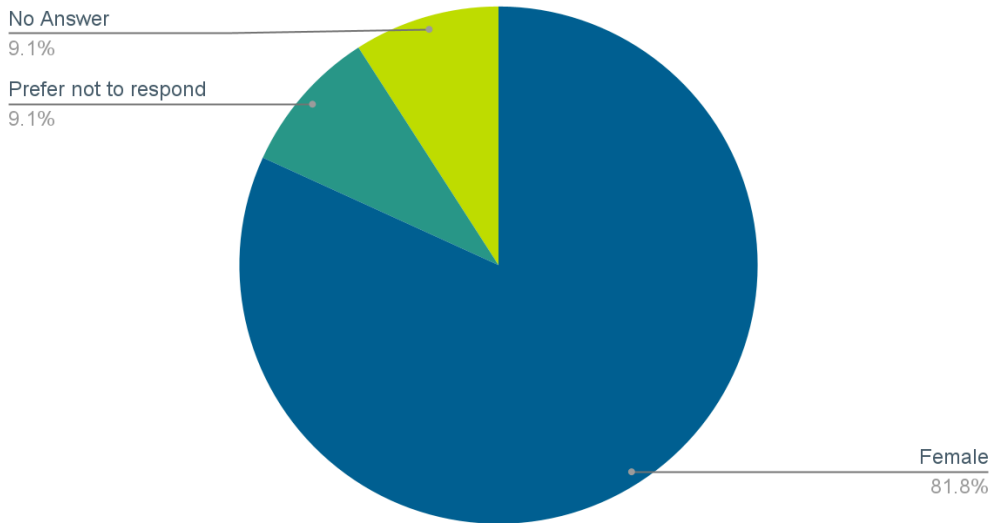
*please rent tables r.scrs for the working tables. can be rented from event rental companies.
back was hurting and would make it much easier*

More time is needed to complete hands-on portion

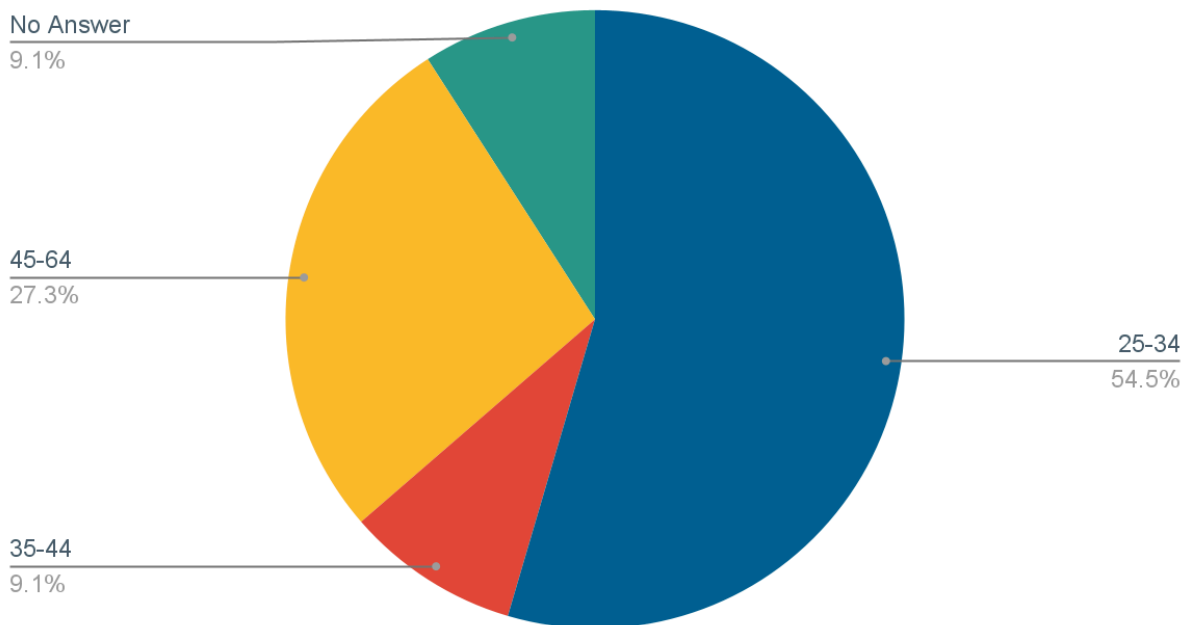
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DEMOGRAPHICS:

Gender

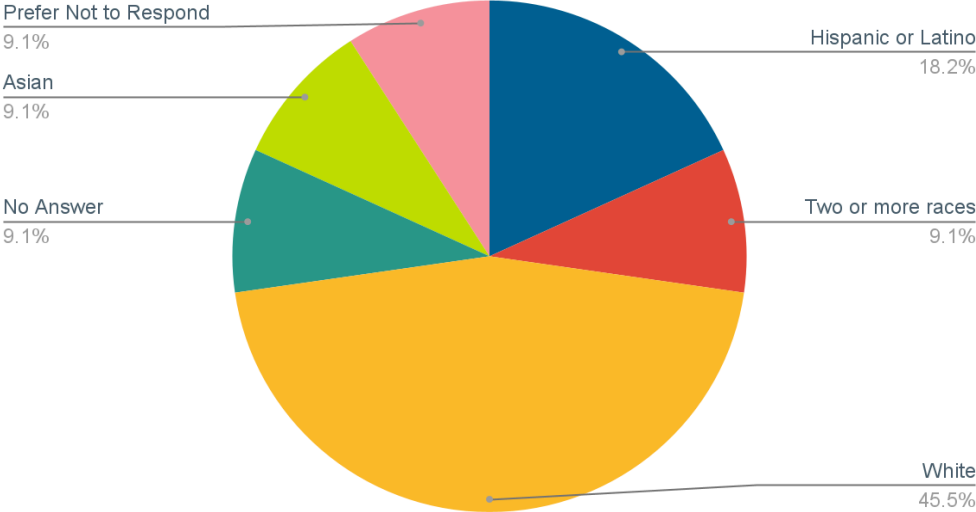


Age

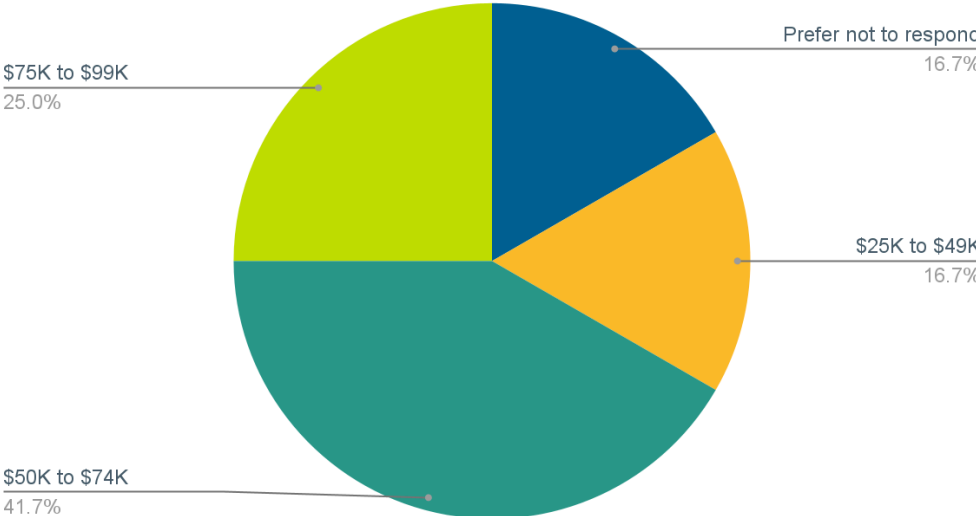


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Ethnicity

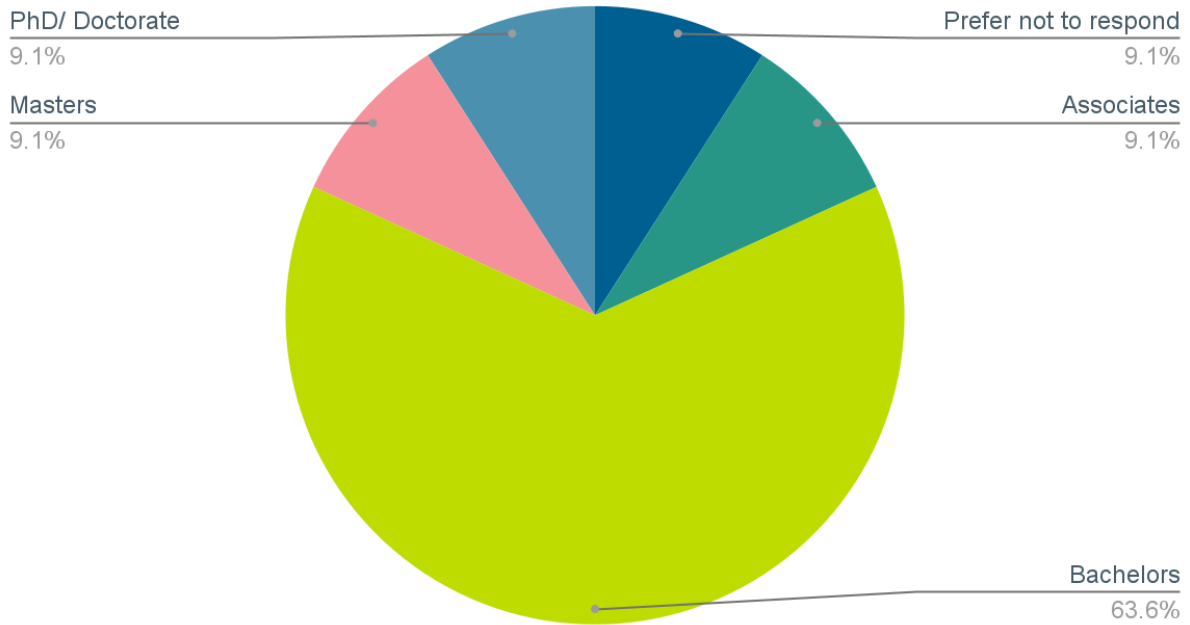


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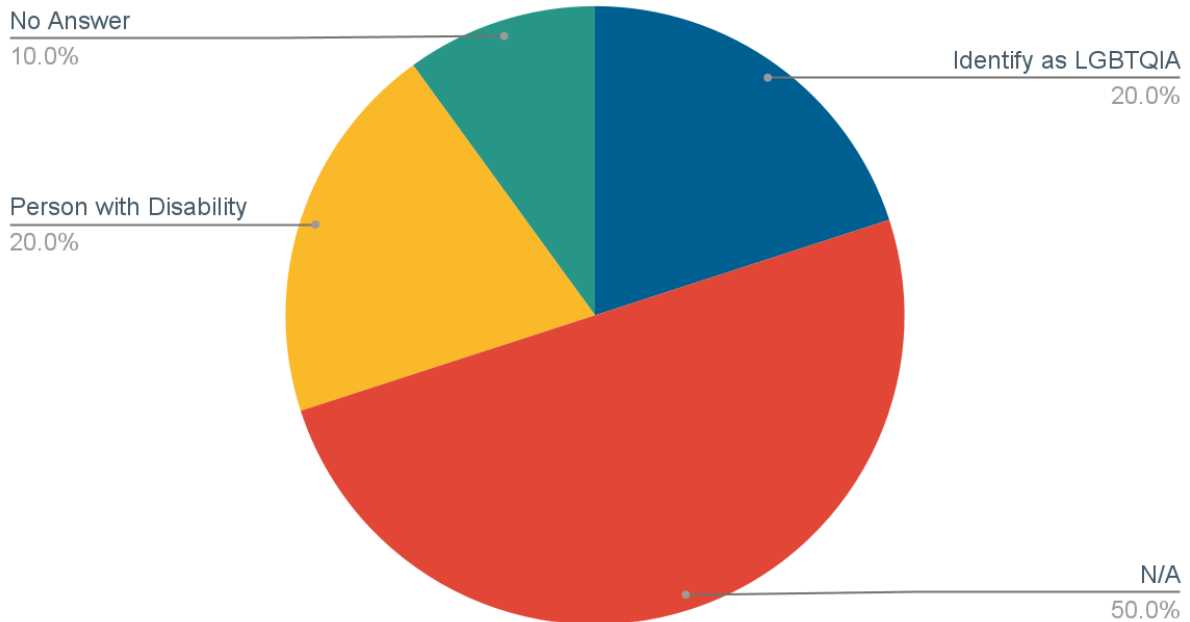


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Education



Special Populations



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Workshop Title: Lettering Murals: Live Demonstration with Ximena Jimenez
30 out of 52 Attendees responded

What was the difficulty level of the workshop project?

On Average, Participants noted between Easy to Moderately Easy.

How would you rate the presentation? (1 = needs improvement, 3= average, 5 = excellent)

Average 4.7/5

How would you rate the Instructor? (1 = needs improvement, 3= average, 5 = excellent)

Average 4.96/5

How would you rate the workshop Lesson? (1 = needs improvement, 3= average, 5 = excellent) Average 4.63/5

How would you rate the workshop venue? (1 = needs improvement, 3= average, 5 = excellent)

Average 4.5/5

Have you been to the Midvale City Arts District before?

13.3% responded Yes, 70% responded No, and 6.67% stated Unsure.

Did attending this workshop make you more inclined to take more workshops on this style of lettering? (please circle one):

83% responded Yes

3.3% responded No

10% stated Unsure.

What was the most interesting thing you learned during the workshop?

I had never worked with Spray paint before- so all the techniques were new to me. I didn't know about the different caps and the way to do gradients

It was interesting to learn how to use spray paint and see the process of the grid and using spray heads and gradients

It was interesting to learn how to use spray paint and see the process of the grid and using spray heads and gradients

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I loved the detailed description of how to apply spray paint to lettering at a large scale. Tons of great info

Is there any feedback you would like to give Craft Lake City about this workshop?

loved the workshop but ventilation would have been great for spray paint. It's freezing with the door open

It was very interesting. It would be great to figure out how to make it hands on

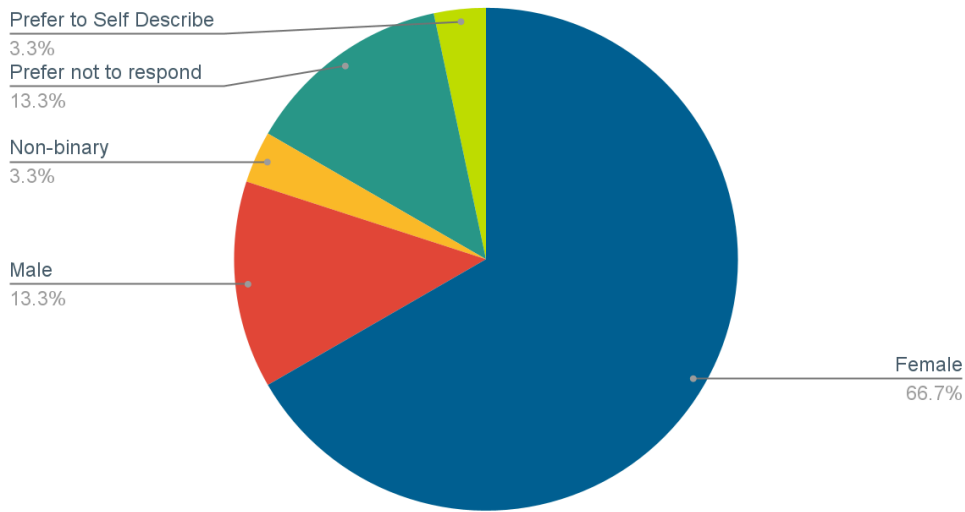
I know this was a presentation/demonstration and there may have been too many people- but it would've been cool to get to try some spray paint

I wish there were at least a small hands on portion

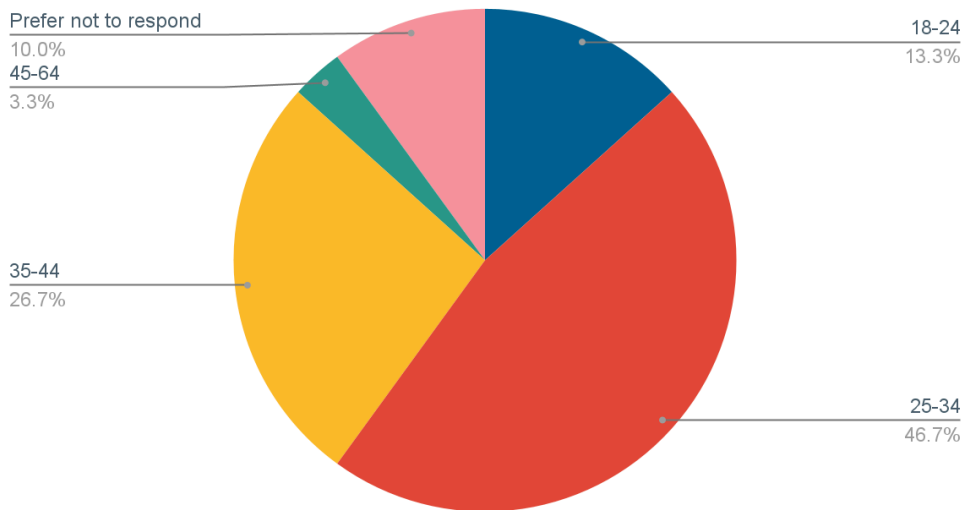
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DEMOGRAPHICS:

Gender

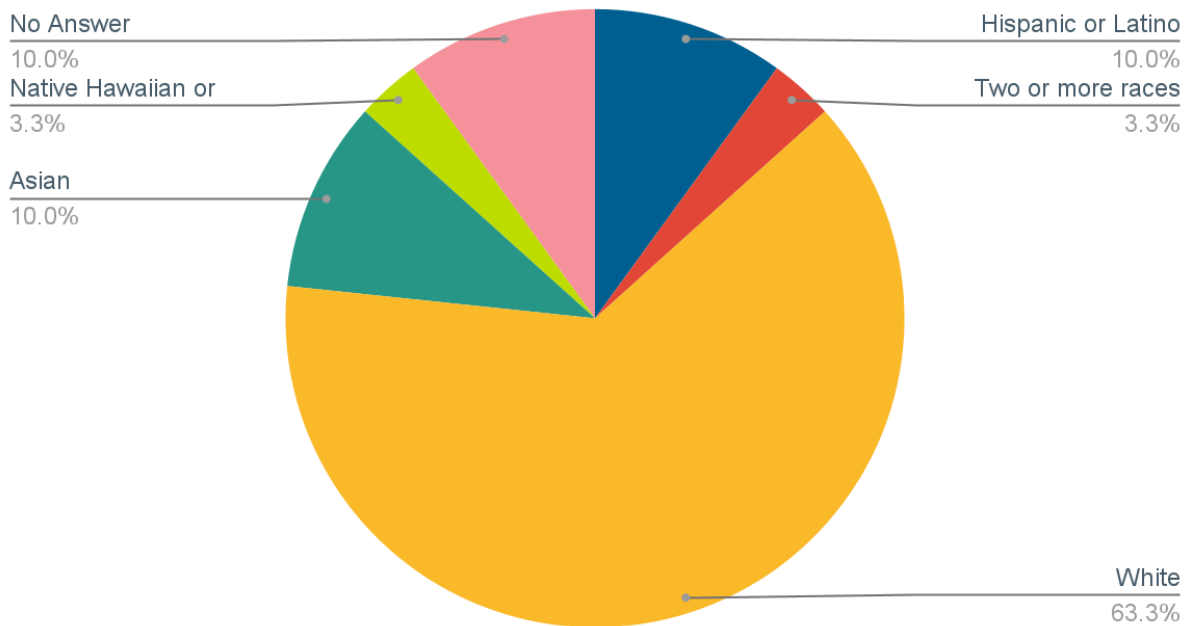


Age

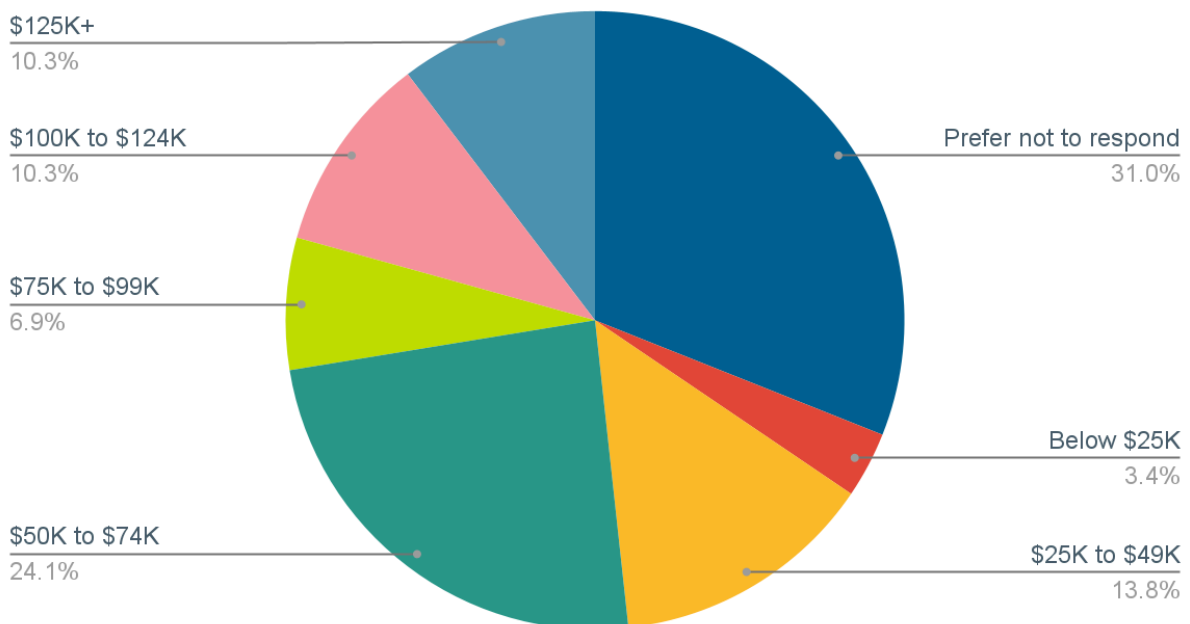


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Ethnicity

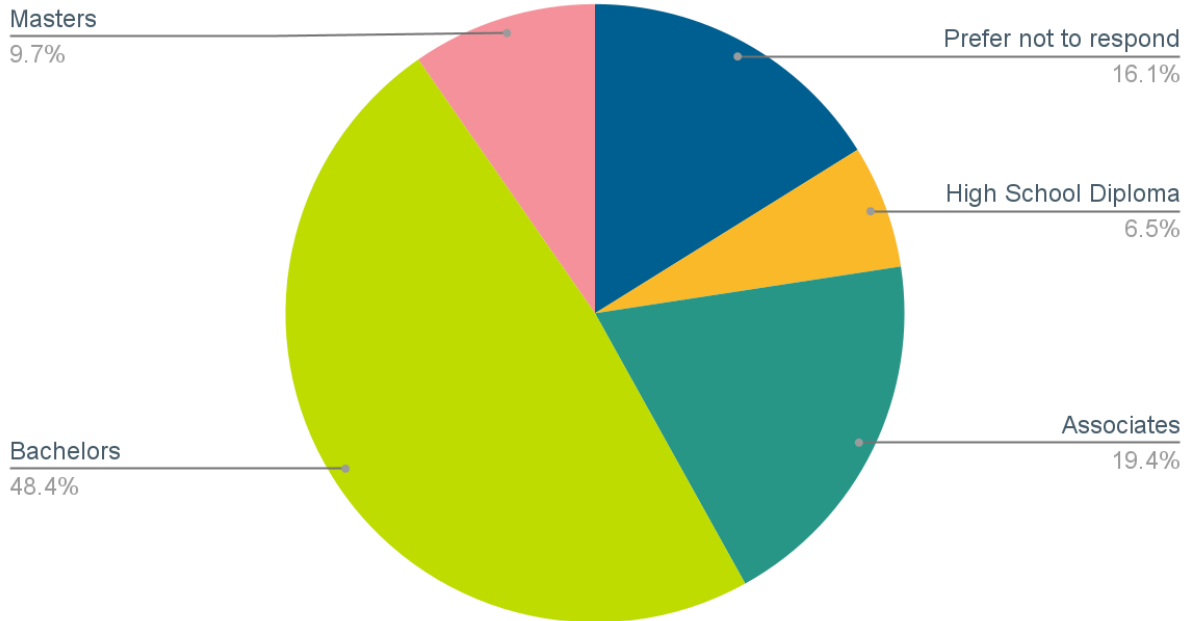


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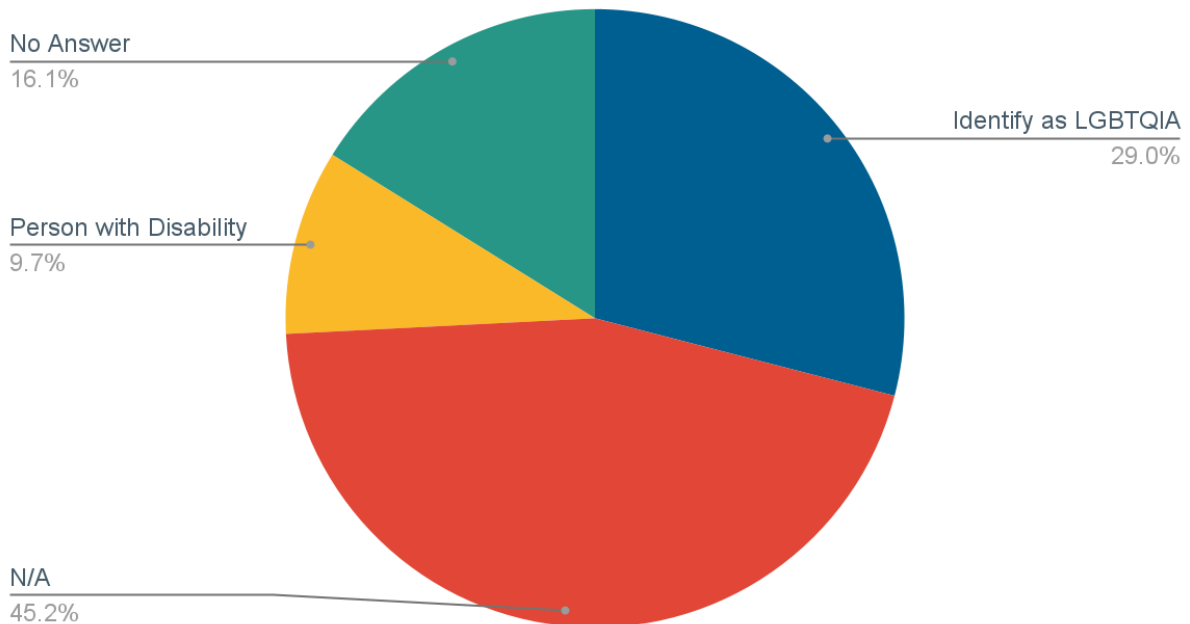


CRAFT LAKE CITY

Education



Special Populations



CRAFT LAKE CITY

Workshop Title: Flourishing for Italics with Seb Lester
18 out of 21 Attendees Responded

What was the difficulty level of the workshop project?

On Average, attendees responded Moderately Easy

How would you rate the presentation? (1 = needs improvement, 3= average, 5 = excellent)

Average: 4.5/5

How would you rate the Instructor? (1 = needs improvement, 3= average, 5 = excellent)

Average: 4.89/5

How would you rate the workshop Lesson? (1 = needs improvement, 3= average, 5 = excellent)

Average: 4.72/5

How would you rate the workshop venue? (1 = needs improvement, 3= average, 5 = excellent)

Average: 4.5/5

Have you been to the Midvale City Arts District before?

16.67% responded Yes

66.67% responded No.

Did attending this workshop make you more inclined to take more workshops on this style of lettering? (please circle one):

78% responded Yes

11.11% responded No

5.56% stated Unsure.

What was the most interesting thing you learned during the workshop?

How to use a flat tip pen. And that practice makes perfect

The structure of calligraphy and speed of how to move the pen

Just the variety of styles and techniques involved.

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Is there any feedback you would like to give Craft Lake City about this workshop?

would love to have more opportunities to be able to take the classes from all the instructors. So hard to pick just 2

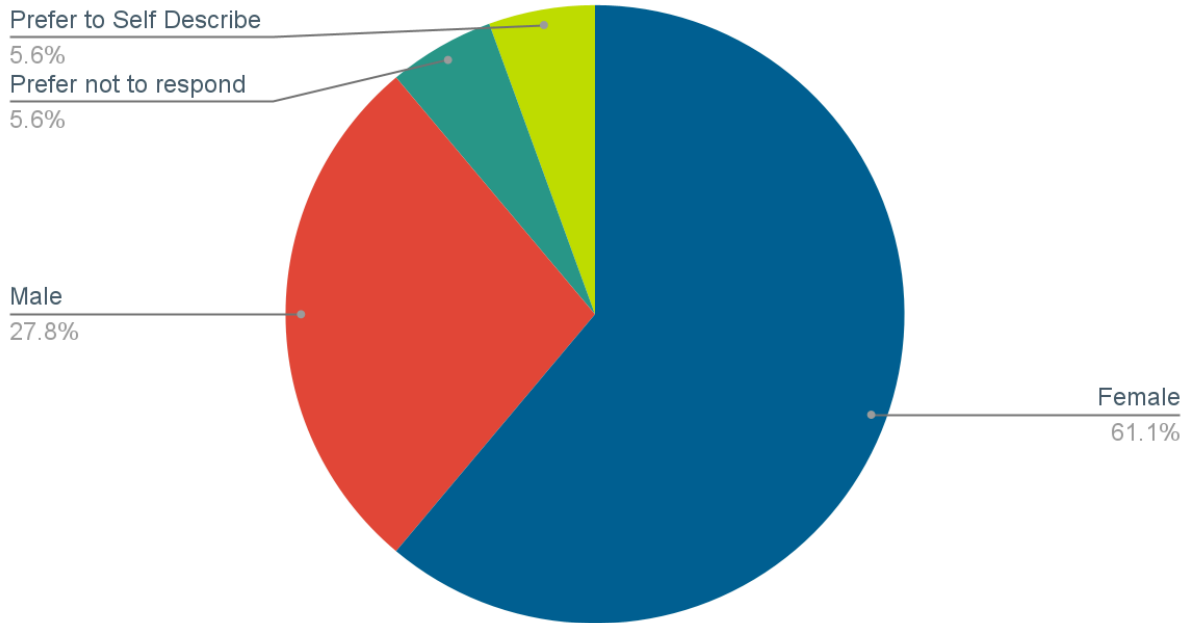
more examples of using flourishes with full phrases?

Maybe better Audio

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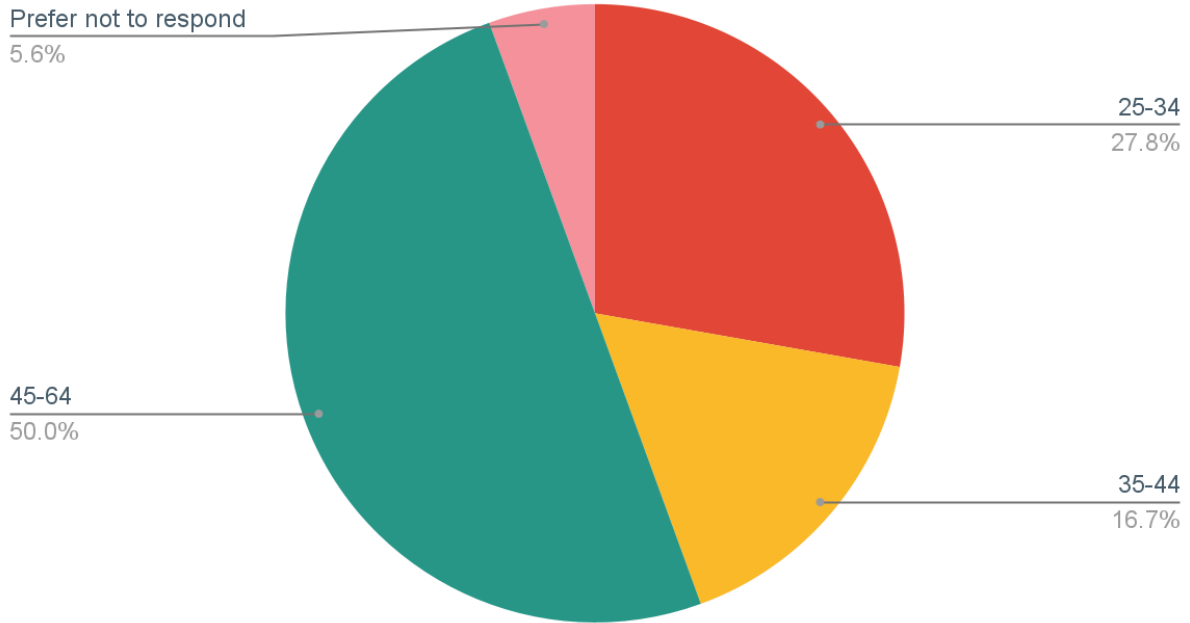
DEMOGRAPHICS:

Gender

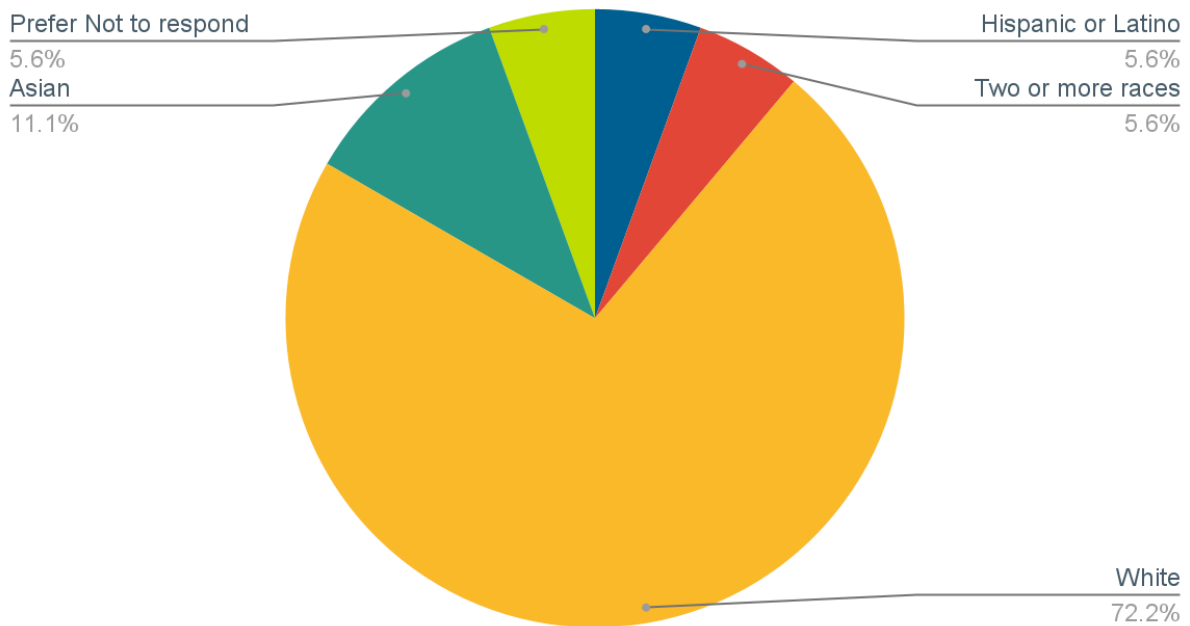


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Age

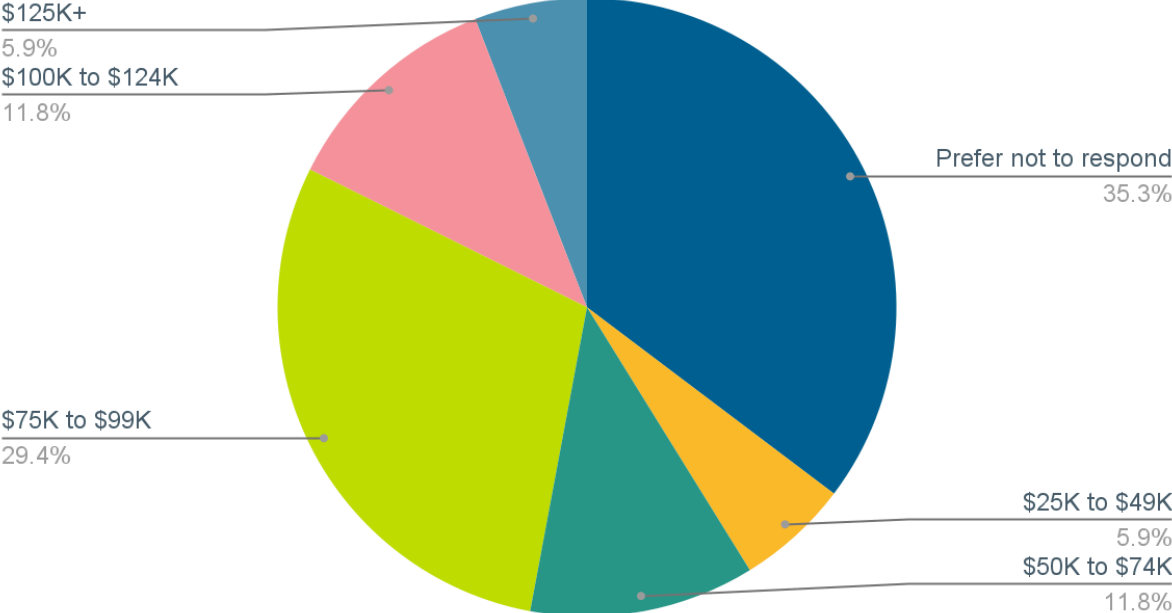


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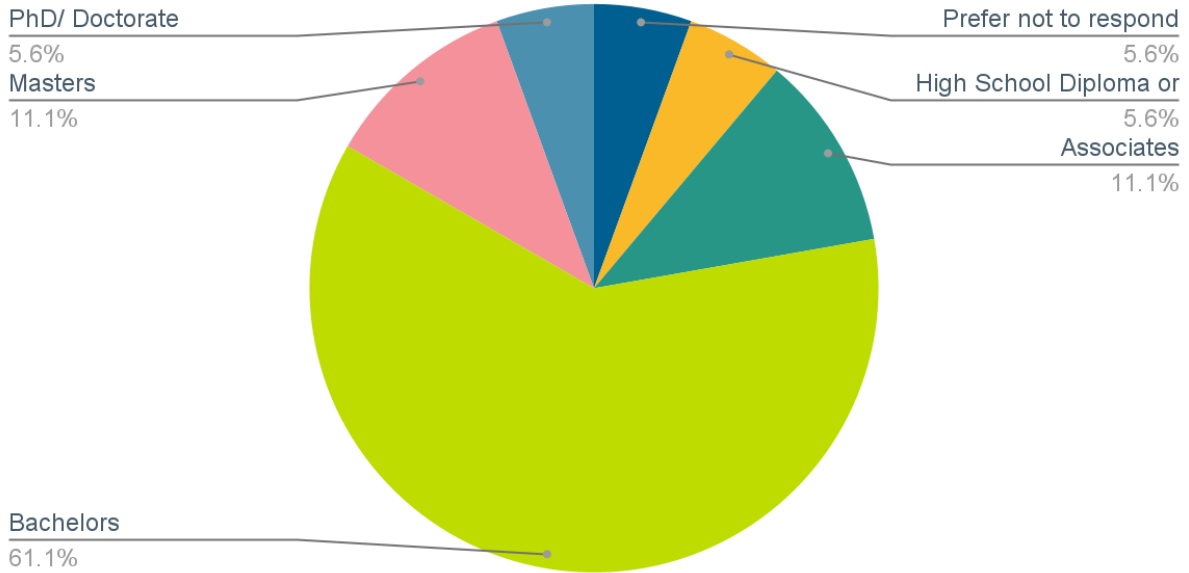
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Income

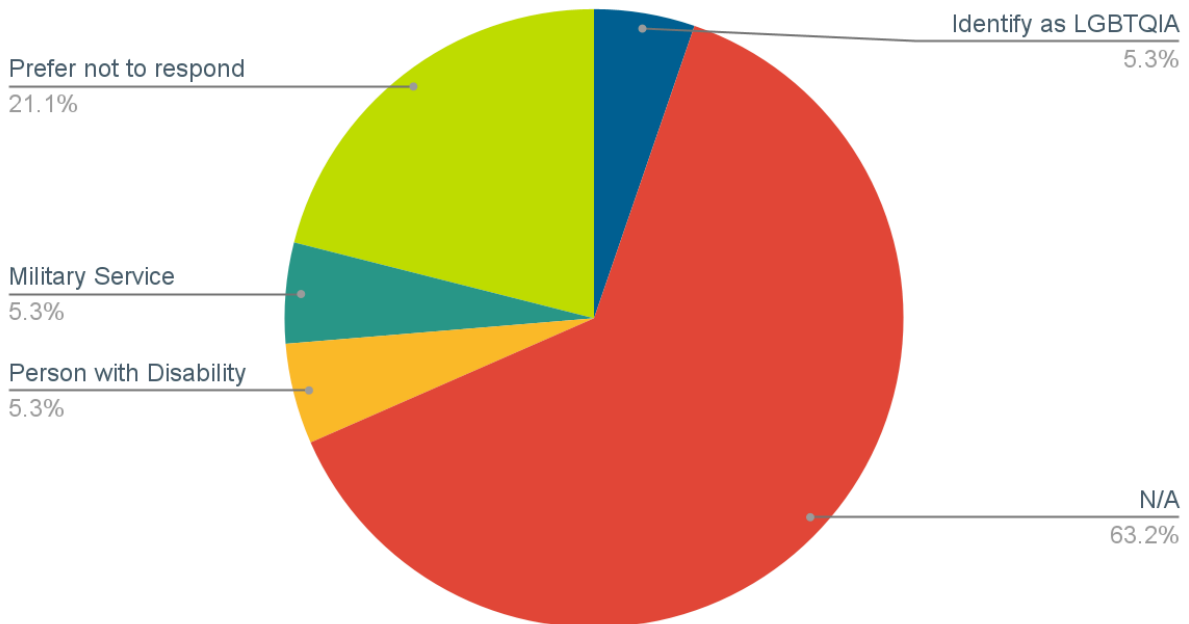


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Is this your first year participating as a DIY Festival artisan or exhibitor?



Special Populations



CRAFT LAKE CITY

Workshop Title: Expressive Lettering : Kyle Letendre
20 out of 32 Attendees Responded

What was the difficulty level of the workshop project?

On Average, Participants noted between Easy to Moderately Easy.

How would you rate the presentation? (1 = needs improvement, 3= average, 5 = excellent)

Average: 4.75/5

How would you rate the Instructor? (1 = needs improvement, 3= average, 5 = excellent)

Average: 4.95/5

How would you rate the workshop Lesson? (1 = needs improvement, 3= average, 5 = excellent)

Average: 4.85/5

How would you rate the workshop venue? (1 = needs improvement, 3= average, 5 = excellent)

Average: 4.45/5

Have you been to the Midvale City Arts District before?

15% responded Yes, 80% responded No and 5% responded Unsure.

Did attending this workshop make you more inclined to take more workshops on this style of lettering? (please circle one):

75% responded Yes

0 responded No

10% stated Unsure

What was the most interesting thing you learned during the workshop?

Sketching out letters w/ Scribbles, working at negative space

Faster is better at the beginning- the squiggle technique to look at spacing

Loved the perspective of a lettering artist who also studies type

How they sketch letters and revise with different pens-also loved the tips and scripts

Is there any feedback you would like to give Craft Lake City about this workshop?

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Lettering Workshops should have tables for participants. Wanted to give Kyle a 10

More time so there can be feedback and interactions

would be nice if the venue had tables and was a bit closer to the instructor

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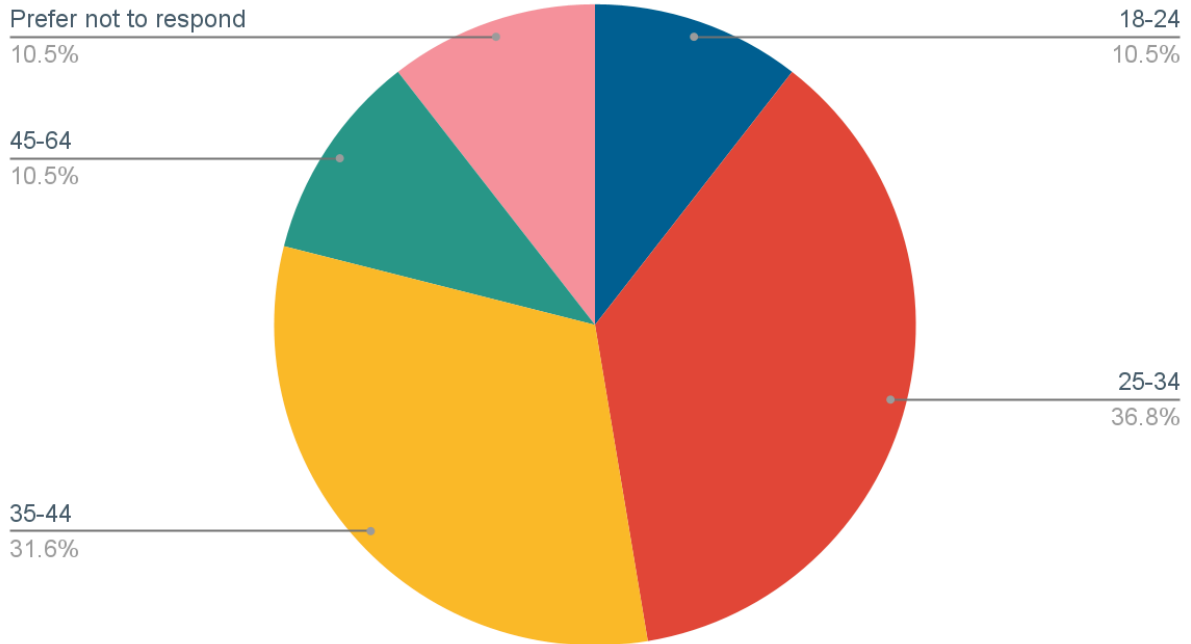
DEMOGRAPHICS:

Gender

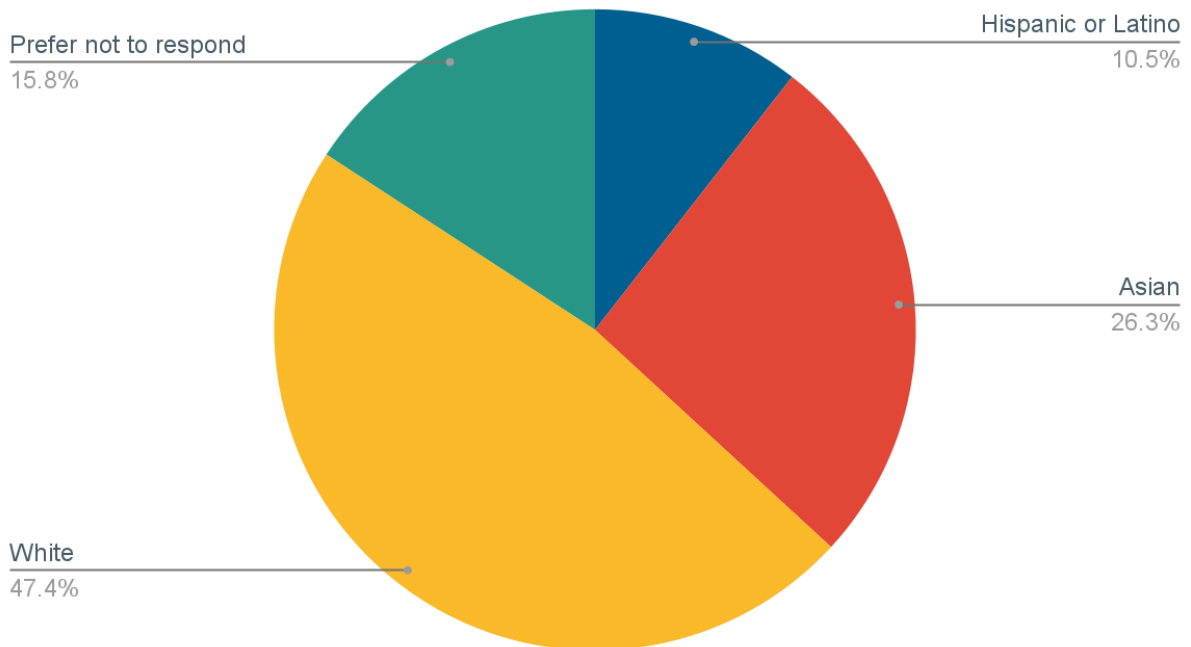


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Age

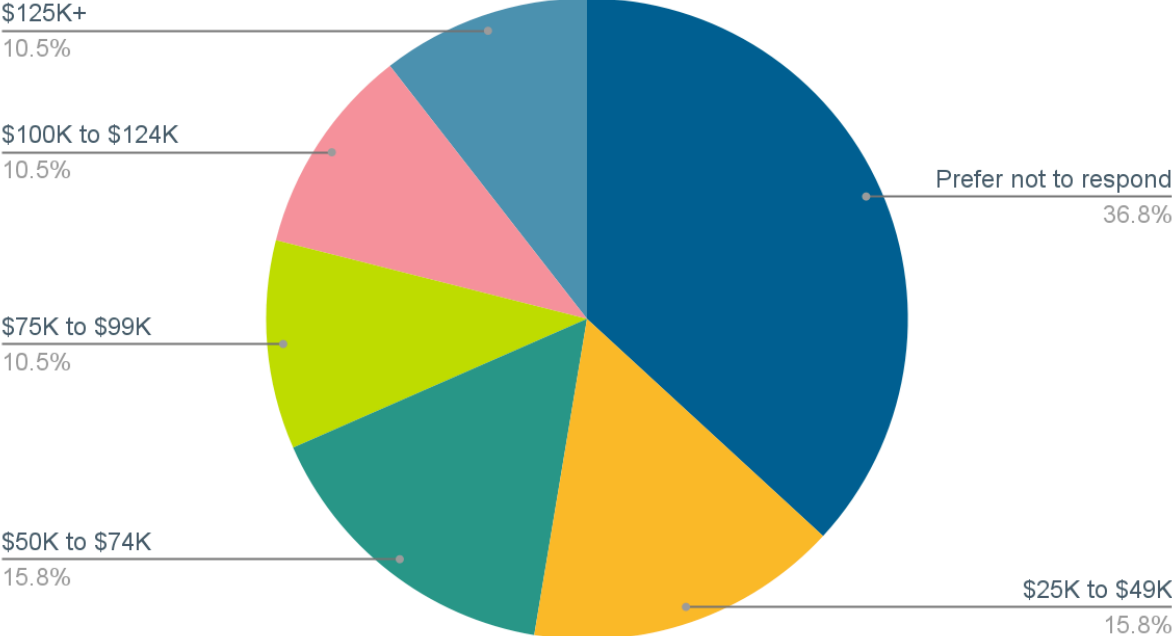


Ethnicity



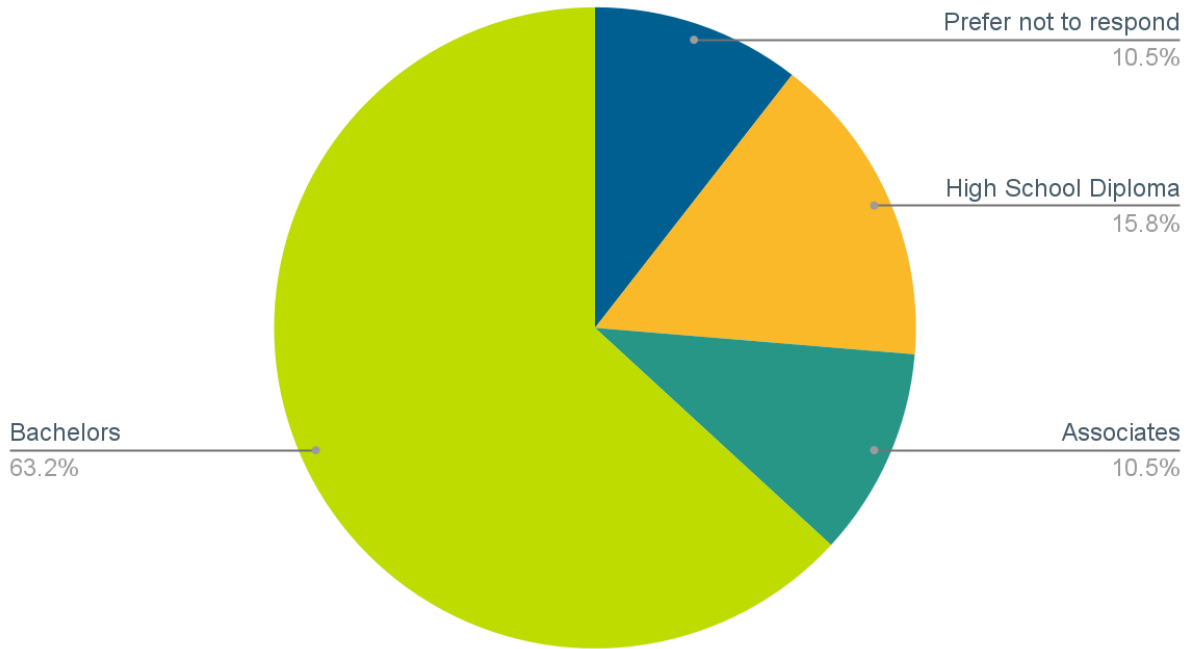
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Income

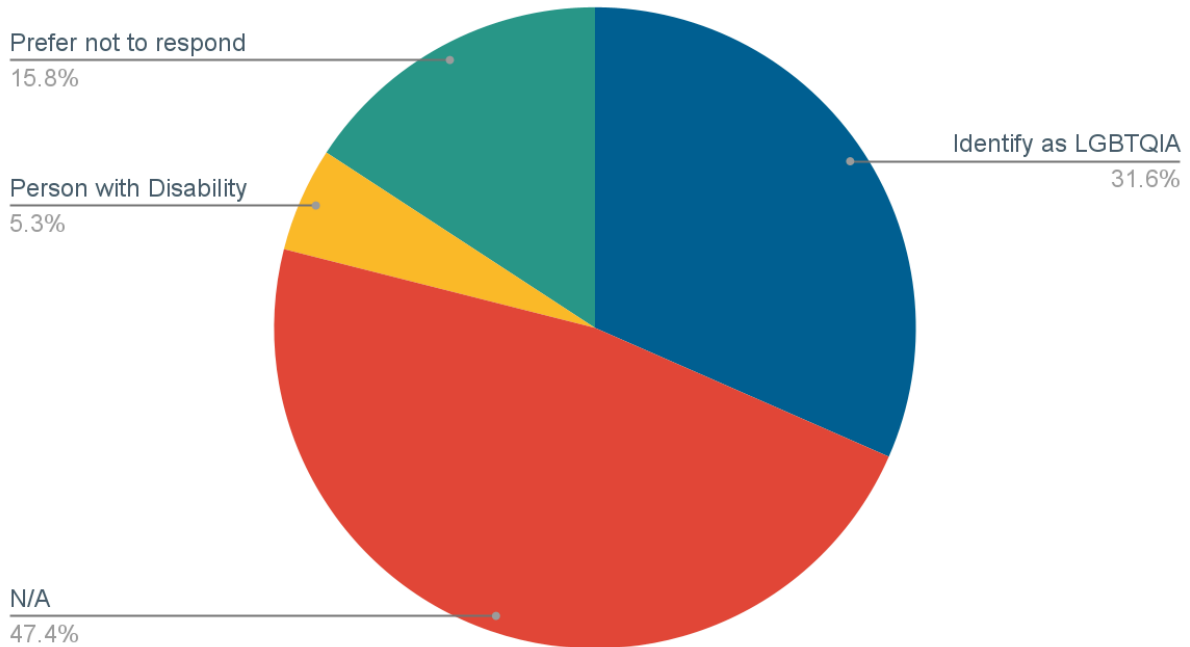


CRAFT LAKE CITY

Education



Special Populations



CRAFT LAKE CITY

Workshop Title: Traditional Decorated Illuminated Letter Workshop with Skyler Chubak
21 Out of 25 Attendees Reported

What was the difficulty level of the workshop project?

On Average, Participants noted between Moderately Easy to Moderately Difficult.

How would you rate the presentation? (1 = needs improvement, 3= average, 5 = excellent)

Average: 4.2/5

How would you rate the Instructor? (1 = needs improvement, 3= average, 5 = excellent)

Average: 4.5/5

How would you rate the workshop Lesson? (1 = needs improvement, 3= average, 5 = excellent)

Average: 4.37/5

How would you rate the workshop venue? (1 = needs improvement, 3= average, 5 = excellent)

Average: 4.47/5

Have you been to the Midvale City Arts District before?

9.52% responded Yes

76.19% responded No

4.76% responded Unsure

Did attending this workshop make you more inclined to take more workshops on this style of lettering? (please circle one):

85.71% responded Yes,

4.76% responded No, and

0 stated Unsure.

What was the most interesting thing you learned during the workshop?

Learning about tools of the trade

Utilizing Transfer Paper and how scrolls look

How to decorate each letter and incorporate shadows within the letter

All the places to draw inspo from. So many historical references

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Is there any feedback you would like to give Craft Lake City about this workshop?

More flourish examples in our kit would have been really helpful

Confusing, All over the place, not clear, Meh, Seats were comfortable. The \$30 for the supplies seems a bit excessive as I priced the supplies on amazon at \$9.20 :(

I liked being involved in the class. It was harder to stay awake during the presentations only

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DEMOGRAPHICS:

Gender

Prefer not to respond

9.5%

Non-binary

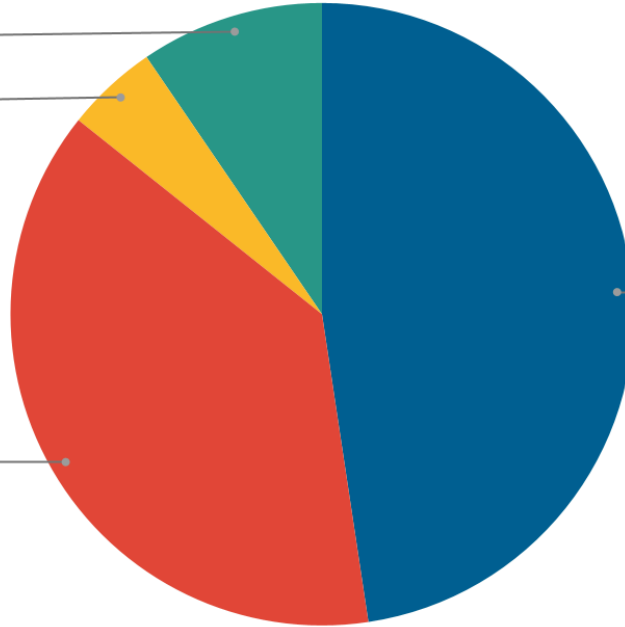
4.8%

Male

38.1%

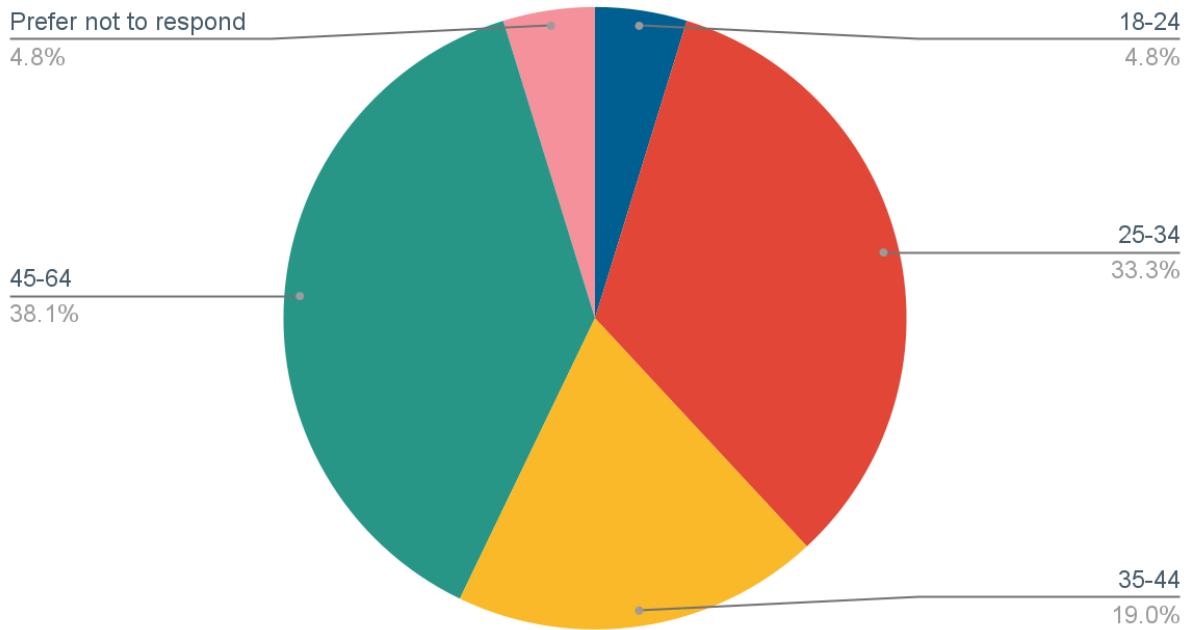
Female

47.6%

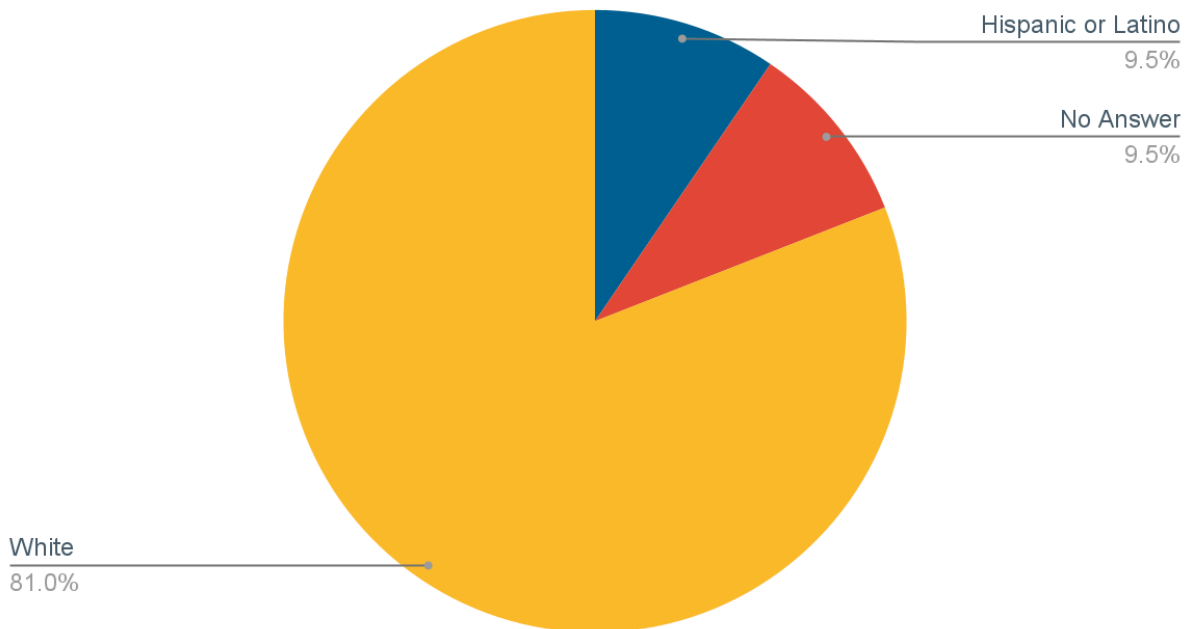


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Age

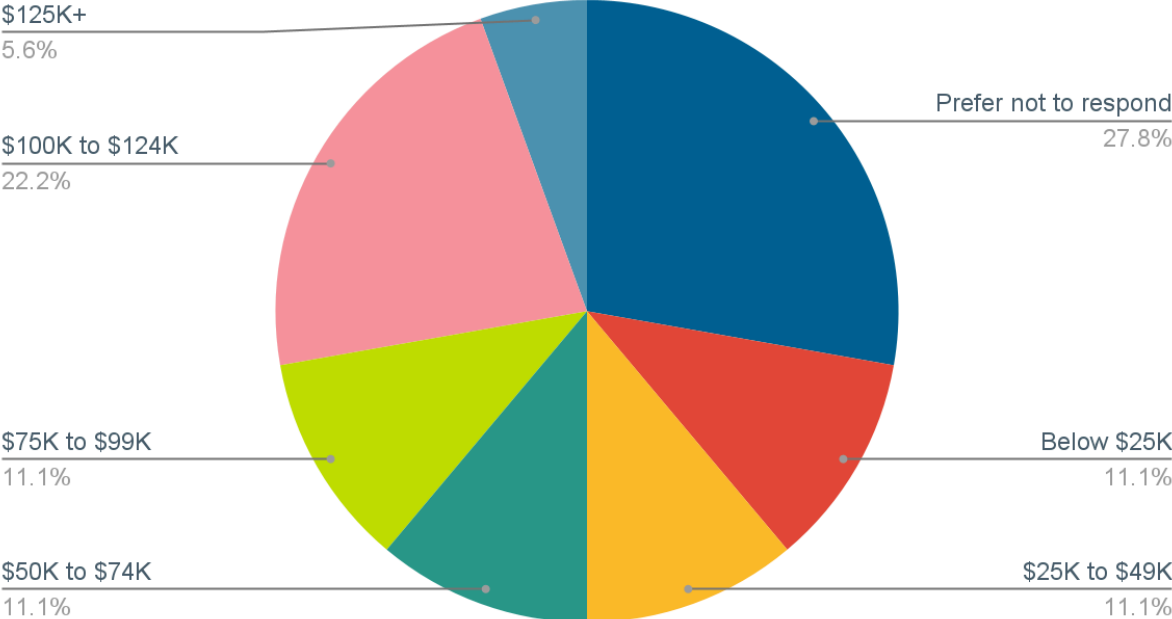


Ethnicity



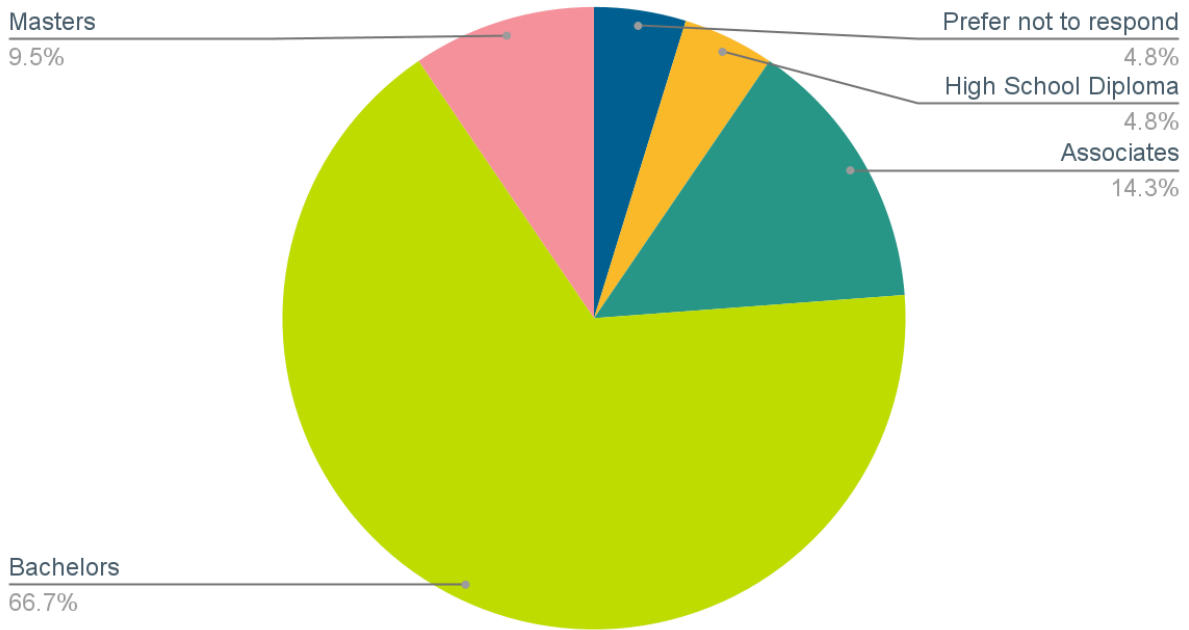
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Income

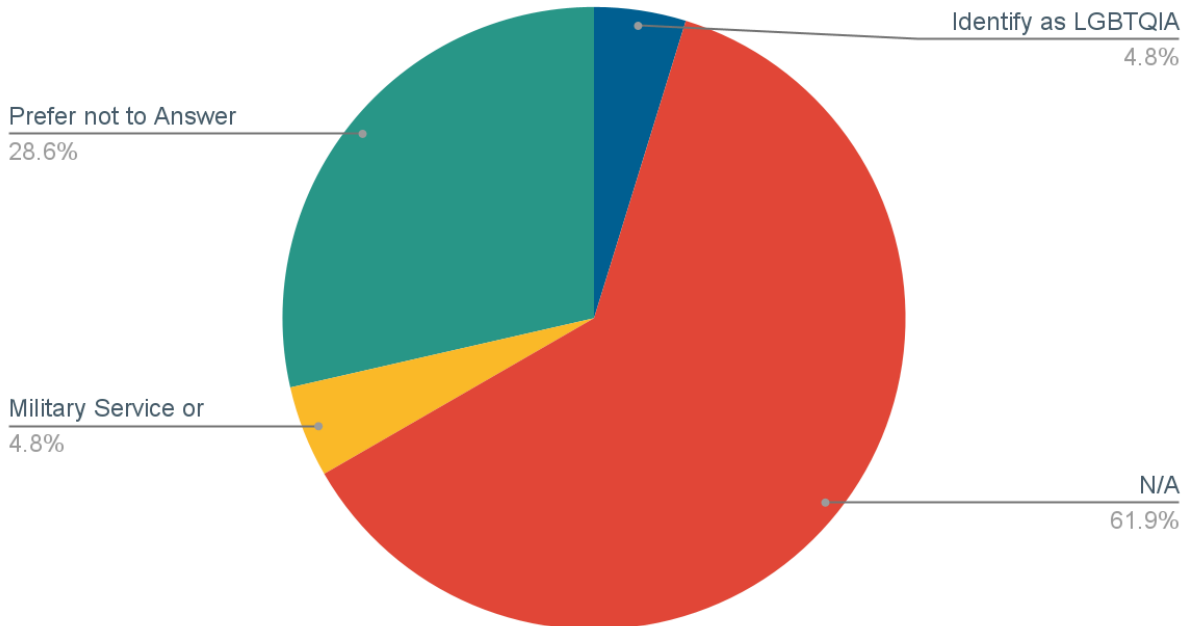


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Education



Special Populations



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2024 LetterWest Attendee Survey Executive Summary

21 submissions
78 attendees
27% of attendees

Summary:

Have you attended LetterWest before 2024?

28.5% of respondents said yes, They have been to LetterWest in the past.

Have you attended a Craft Lake City event?

61.9% of attendees responded that they have attended a Craft Lake City event in the past.

Choose the statement that best matches your experience:

52% of respondents stated they would return for different reason

43% said they were unsure

5% stated that they would not return. Price was a key factor in their feedback on the decision not to return.

Please rate your overall satisfaction with the Annual Craft Lake City LetterWest:

Average response: 4.1 / 5

Would you recommend the Annual Craft Lake City LetterWest to others?

95% of respondents stated yes they would recommend LetterWest to others

How was the workshop experience?

Average response: 4.2 / 5

How did you feel about the schedule?

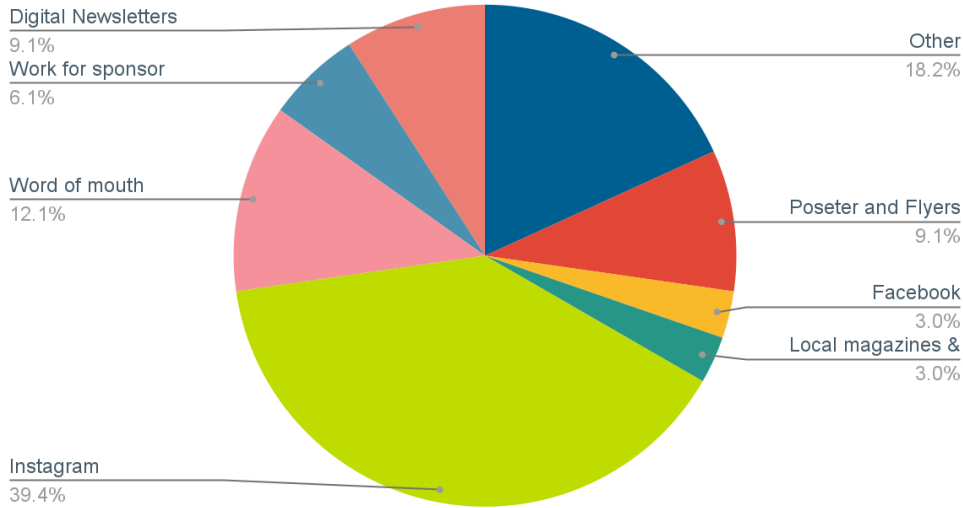
3.65 / 5

Have you been to Midvale before?

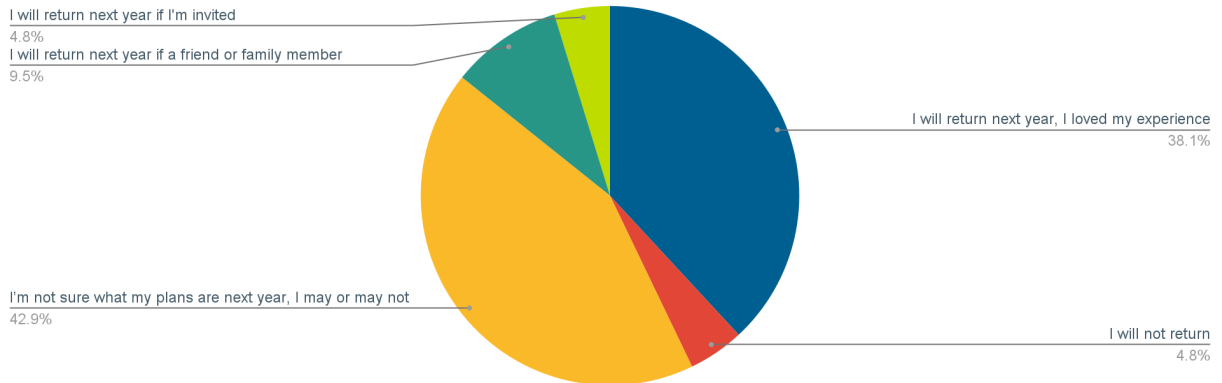
71% of attendees reported that they have not been to Midvale in the past.

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How did you hear about LetterWest?

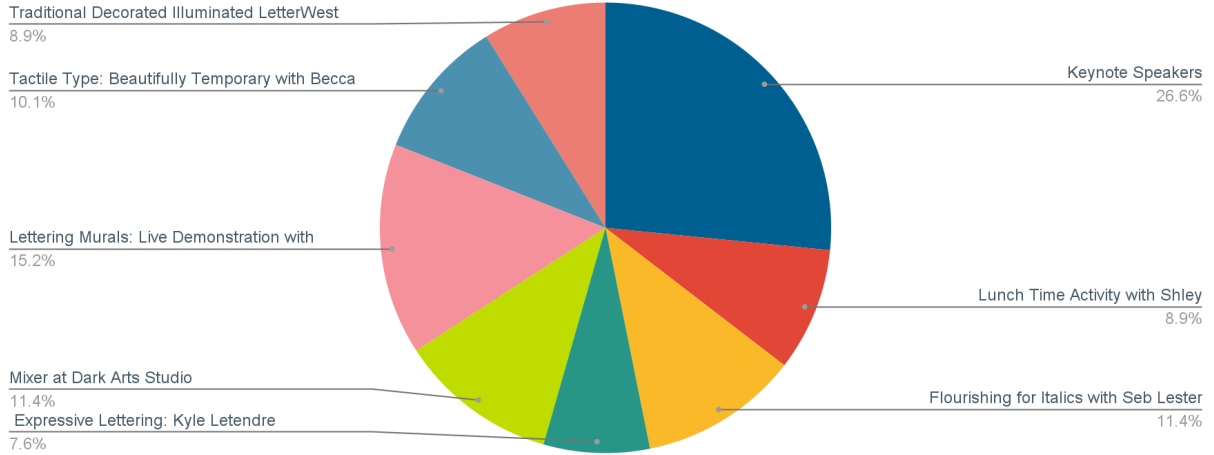


How was LetterWest?

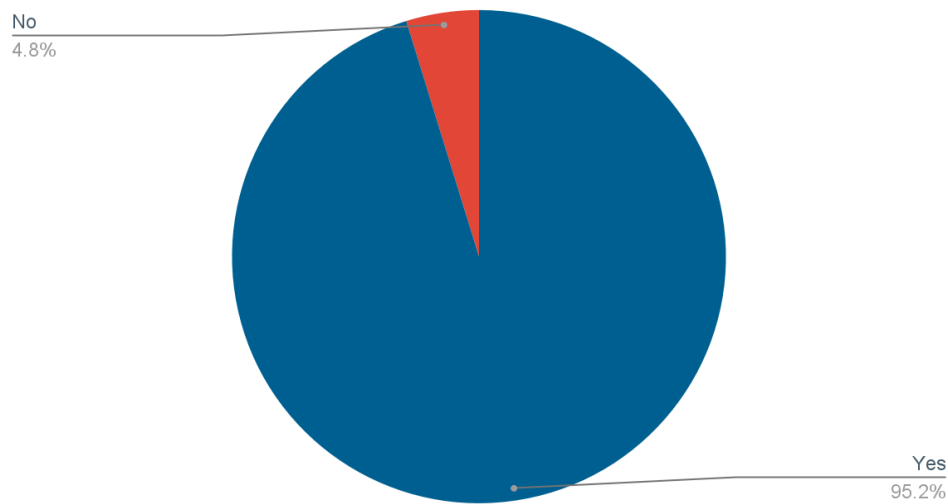


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Which programs did you participate in?



Would you recommend LetterWest to Friends or Family?



Recurring Themes for Improvement:

- Better Planning for Inclement Weather
- Rent tables and chairs so attendees can be closer to the workshop instructor
- More Hands-on Experiences within the workshops

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- Would have loved an MC that was more a lettering Artist.
- The tech was underwhelming, the screen was hard to see.
- Everything was too rushed and no time to enjoy the event
- Would love more breaks
- Options for Plus ones at the mixer

Positive Quotes:

I'm just happy the event is back up and running in any capacity 🥳

Really enjoyed the keynote speakers and workshops! The conference exceeded my expectations with the talent that was presented.

Beyond my expectations!

Surprised and delighted by the keynote speakers. Loved the workshops too!

Especially considering the amazing response from the team with all the power outages and severe weather.

I loved them all. Wish I could have taken every class.

It will be on my "must-attend" list every year. It exceeded my expectations in every way and I can't wait for next year!

Even though there were some hiccups, everyone was very proactive and did a great job making sure the attendees were accommodated with as little inconvenience as possible. Given what they were up against with the inclement weather and transformer blowing, the organizers did an incredible job pulling the event off.

I love connecting with other people. I enjoyed getting to know the speakers in an intimate setting. My favorite part of LetterWest is the energy that everyone gives off. Everyone is so kind and so welcoming and we're just so happy to be there.

I got to see people in person for the first time after only interacting with them online for years. Building community is the best ❤️

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Constructive Feedback Quotes:

Way less energy than 2019. Need more advanced lettering content. But I was happy that it came back!

Yes, it was great. A bit short (would have loved for everything to be split into two days) and so jam packed that it was a bit exhausting (by the end of the day, I wasn't able to pay as much attention). But the speakers/teachers/speakers were wonderful.

I would prefer if it was two days and if the venues were closer together for time management

Because there was not enough time between each scheduled event. It took too much time to walk between the venues and the weather didn't help. Even without the weather challenges, it would have been nice to either have had more time to travel or have closer venues

Workshops were great! Would have loved a smaller group but I understand that's harder

Next time would love to see flash ahead of time to be able to think about the tattoo.

I enjoyed the programs I attended. I wish I had had a clearer understanding of what Ximena's demo was going to be like. I had a good time, but I might've chosen a different class in retrospect.

The workshops were great but felt rushed.

I would've loved to include my husband who traveled with me for the mixer. It would be great to allow for partner tickets for the mixer portion of the day.

Would have liked more time and more explanation in the workshops.

Would have liked to had time to meet other artists that attended.

Would have liked a 2 day event better, so there was more time to meet other people and possibly have 2 hour workshops rather than 1.5 hrs

The schedule was a little difficult because I feel like the breaks were too short and didn't account for having to wait for food being made and then actually eating, so I didn't really get to

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do the lunch time activity with Shley, and when I finally did it felt rushed and we were late to our workshop.

I also would have loved longer breaks or just more opportunities to just hang out and get to know the other attendants. I felt like there was just so much to do that there weren't really a lot of moments to get to know other people and make new friends?

Like the mixer was awesome, but when it came to getting my tattoo, by the time that was over, most of everyone had left. So I feel like there were many missed opportunities to connect with other people.

Like it felt rushed to talk to as many people as possible or else you didn't get to know anyone, and that's really hard for people who didn't come with a friend or if it was their first time.

Like I feel like if it was two days, we'd settle in more and open up by the second day.

It could be a great event, but really needs some refinement. \$175 was way too much for the day and what was included. I had my teen daughter with me. We skipped the mixer as alcohol and tattoos didn't seem appropriate for her age. I really hope it grows and gets better as the potential is there.

I would've liked something nonalcoholic during the mixer and the opportunity to purchase snacks since there was no dinner break (I had the Japanese food truck for lunch). I also wished there had been more seating. I'm disabled and it hurt to stand as long as I did.

The merch table/situation was in a terrible place. You should never have to queue on a staircase and it blocked the entrance. It was inaccessible for someone with limited mobility. The paying system had a hiccup at some point, but I'm sure you know that.

In the future, I would love to be able to take more workshops. I would choose workshop time over the keynotes. Perhaps someday you'd make it a 2-day conference or even 1.5 days. I'd love to do a pointed pen workshop (check out Melissa Esplin) or watercolor letting. I appreciate the variety of what you offered though!

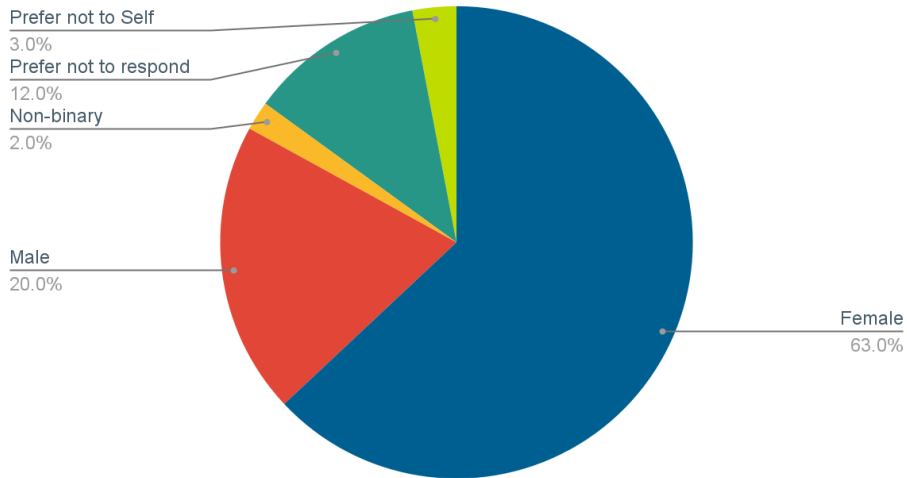
I didn't have a good conceptualization of where the workshops would be. Maybe a video walking tour (with parking pointed out) would have been nice to see ahead of time. Obviously, the power outage changed things!

With time I may think of more things, but I'll just reach out if I think they're important!

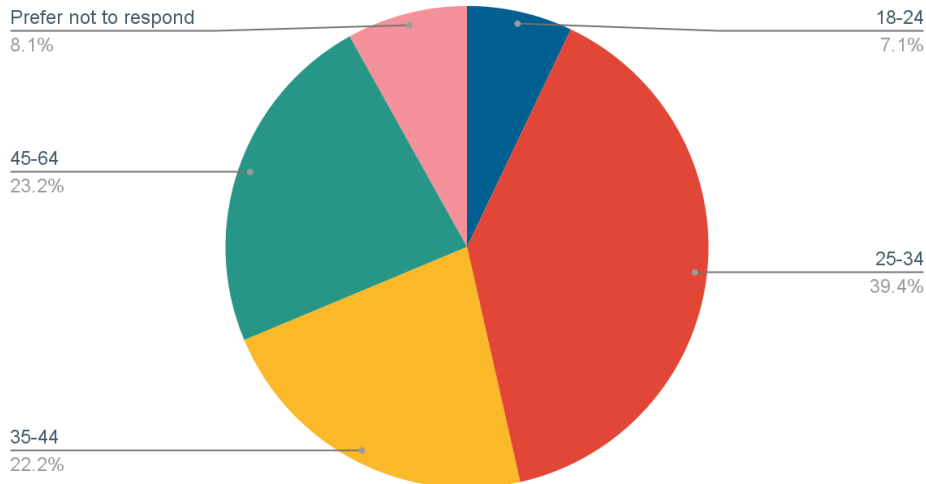
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Demographics

Gender

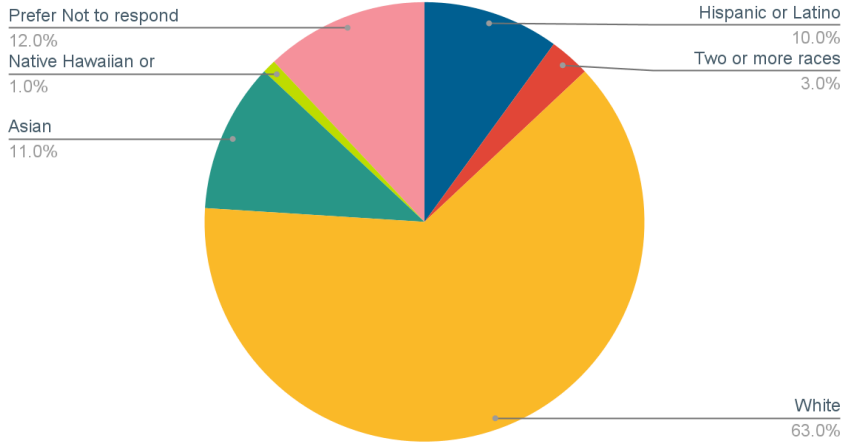


Age

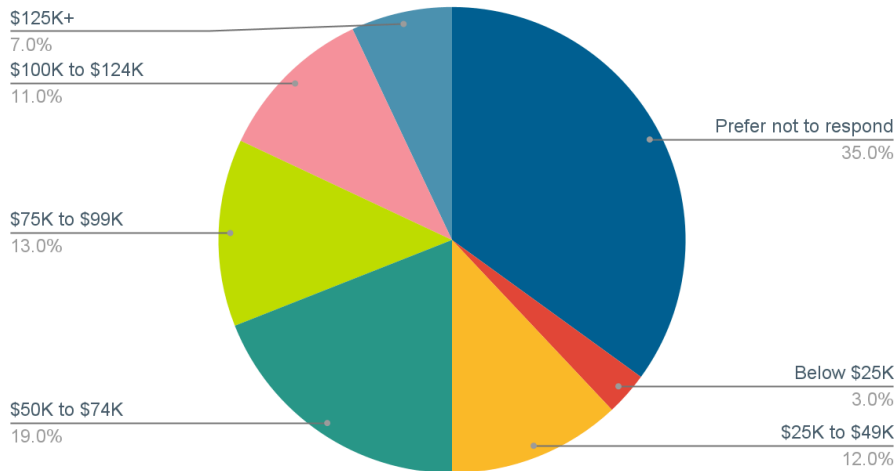


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Ethnicity

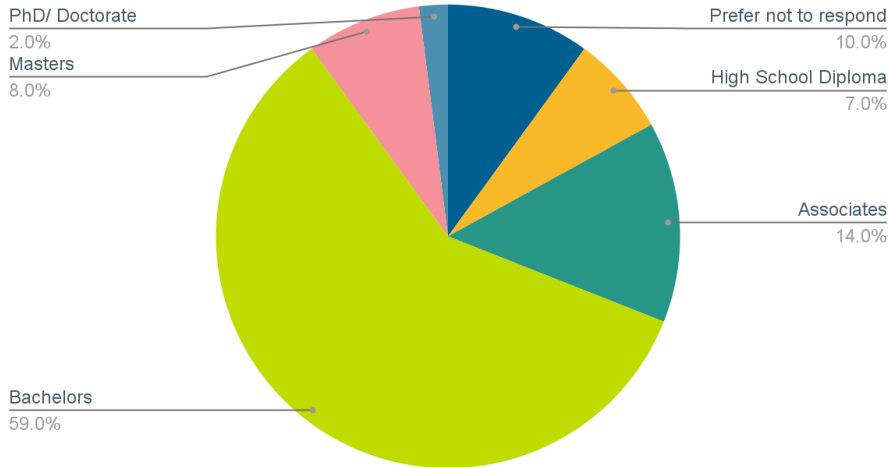


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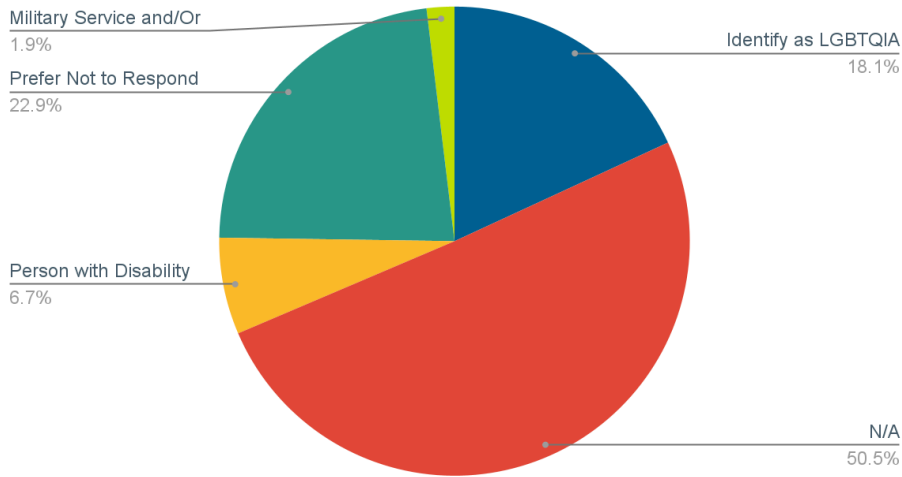


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Education



Special Populations



41 Different Zip Codes
25 are Utah Zip Codes
39% from out of state

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2024 Presenter Survey Executive Summary

Presenters that provided Feedback and their Locations:

Seb Lester-UK

Kyle Letendre- Portland, OR

How would you rate your overall experience as a Presenter?

Seb Lester: 5/5

Kyle Letendre:5/5

Have you presented at LetterWest or attended in the Past? If yes, please share your experience.

Seb Lester: No

Kyle Letendre: No

How would you rate your experience at LetterWest 2024?

Seb Lester:5/5

Kyle Letendre:5/5

How would you rate your experience working with the Craft Lake City staff?

Seb Lester:5/5

Kyle Letendre:5/5

What was the best part of your experience at the LetterWest 2024 Conference?

Seb Lester: From an organisational point of view, full marks, hospitality, food, venues, great hotels, transport. You have a great team of people who went out of their way, cool under pressure, of which there was quite a bit, powercut, etc. It's really obvious you've run a lot of events, some much bigger than this one. Great communication and structure, I like that.

I guess the studio visit to Skyler's was great from my point of view, as far as I am aware my workshop seemed to go pretty well, better than I imagined it would.

Kyle Letendre: Getting to meet others who share this obsession

Do you have any recommendations for ways to improve LetterWest in the future?

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Seb Lester: I hope you're not put off by the low attendance. It would have been nice to have a bigger audience, but you have the makings of something really great, and you're literally the perfect team to take over the event and I imagine it can be a lot bigger than it is. You're the experts on how to do that, but the two day format Angela mentioned going back to might really help as the return on investment, flights etc, is amplified.

Kyle Letendre: Perhaps a second day might allow for more out-of-towners (of which there were many) to come, and it opens up connections in a different way. On the first day we tend to be more shy, and by the end of the second it all starts to flow a bit differently.

Do you have any recommendations for future LetterWest workshop topics, presenters, or activities at LetterWest?

Seb Lester: I don't have any recommendations.

Kyle Letendre: Curious about the interest in digital topics, though they may require more time for workshops.

What did you gain from attending LetterWest?

Seb Lester: It was an interesting cultural experience for me, Travel broadens the mind, etc. I might stay in touch with a couple of people I met.

Kyle Letendre: Friends! Memories!

Would you be interested in returning to LetterWest as a Presenter in the future? Why or why not?

Seb Lester: I would potentially, if you wanted me to. It would really help from my point of view if the event was a bit bigger overall, bigger and better speakers, more reach, more sales, and even greater numbers of interesting people.

Kyle Letendre: Yes! I had a lovely time.

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If you could change one thing to improve your experience as a Presenter at LetterWest 2024, what would it be?

Seb Lester: You all did brilliantly. Congratulations.

Kyle Letendre: Maybe a bit longer time to present? Understanding how things condensed into one day, I feel great with what we had and could offer. But with more time, comes more collaboration and interaction, too.

Is there anything else you'd like us to know?

Seb Lester: Nothing to Add

Kyle Letendre: THANK YOU

Would you come back to Midvale City Arts & Culture District the next time you are in Utah?

Seb Lester: Maybe

Kyle Letendre: Yes

Art Conference Services Agreement

This Agreement to provide art programming services is executed on _____, by the Redevelopment Agency of Midvale City, (“RDA” or “Agency”), a political subdivision of Utah, and Craft Lake City, a 501(c)(3) charitable organization (“Contractor”).

Background

WHEREAS, on November 13, 2023, the Agency entered into a service agreement with Contractor to produce their already established art conference titled LetterWest within the Midvale Main Arts & Culture District in Spring 2024; and

WHEREAS, the one-day LetterWest conference took place within the Midvale Main Arts & Culture District on March 2, 2024; and

WHEREAS, based on the success of the 2024 LetterWest conference described in the post evaluation report (Exhibit A), the Agency desires to continue its relationship with Craft Lake City to produce LetterWest; and

WHEREAS, the Agency invited the Contractor to host the conference for the next three years during Spring 2025, 2026, and 2027; and

WHEREAS, the conference would increase from a one-day conference to a two-day conference; and

WHEREAS, the Agency seeks to enter into a three-year contract with the Contractor to Produce LetterWest at a price of \$55,000 per year; and

WHEREAS, the Agency has budgeted for the conference within the Main Street Community Development Area 2025 fiscal year budget, which includes a \$55,000 budget for an annual art conference; and

WHEREAS, the funded project will include planning, coordinating, and reporting on all activities and spending associated with producing LetterWest; and

WHEREAS, the 2025 LetterWest Conference will be held on Friday March 14 and Saturday March 15, 2025, at the Midvale Performing Arts Center on Midvale’s Main Street (“Art Conference”); and

WHEREAS, through these multi-day conferences, LetterWest will offer workshops, demonstrations, networking opportunities, and community activities fostering community engagement and leaving a lasting impact on Midvale's cultural landscape; and

WHEREAS, the Agency seeks to promote the following goals and objectives through a partnership with Contractor; work towards economic development and revitalization goals within the Midvale Main Arts & Culture District; create a conference as a lead up to and promotion of the annual Midvale City Mural Festival; attract lettering enthusiasts, artists, muralists, small businesses, entrepreneurs, and diverse creative professionals to Midvale Main, showcasing Midvale City as a cultural hub and supporting the local creative economy; and provide the broader Midvale community with opportunities to participate in the conference through a free marketplace or event, elevating a sense of pride and creativity within Midvale Main Arts and Culture District.

WHEREAS, the Agency recognizes the public benefit created by supporting public art programming and believes LetterWest increases recognition of Midvale's Main Street area as a center for arts and culture, enhances the vibrancy and engagement around the area, increases community access to the arts, and increases economic activity in and around Midvale Main Street.

Therefore, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

Agreement

1. Scope of Services. Contractor will provide the following Art Conference Services in accordance with the following requirements (“Services”). Contractor agrees to do the following for each LetterWest conference in 2025, 2026, and 2027:

A. Event Planning and Management.

- i. Develop an annual conference proposal, including goals and budget and execute its plan.
- ii. Develop an overall event concept and theme.
- iii. Handle venue selection and negotiations.
- iv. Provide budget development and financial management.
- v. Provide funding to meet the annual budget for costs above \$55,000.
- vi. Create and manage an event timeline.
- vii. Coordinate and manage vendors, guest speakers, workshop facilitators, and other conference collaborators.
- viii. Provide event logistics, including setup, teardown, and AV and technical set up and support.

B. Program Development.

- i. Identify and recruit keynote speakers and workshop instructors.
- ii. Create a diverse and engaging program schedule.
- iii. Select and coordinate panel discussions and Q&A sessions.
- iv. Schedule and manage workshops and demonstrations as outlined and agreed upon in writing by the Parties.

- v. Develop topics and content for workshops and other conference sessions.

C. Marketing and Promotion.

- i. Develop a comprehensive marketing strategy.
- ii. Create a conference brand identity, including logo and visual assets.
- iii. Design and distribute promotional materials (brochures, flyers, posters).
- iv. Develop and maintain a website for the Art Conference.
- v. Create and manage social media content.
- vi. Provide email marketing campaigns.
- vii. Provide public relations and media outreach.
- viii. Work with Midvale City Communications Director to co-market the event.

D. Registration and Ticketing.

- i. Design and implement an online registration system.
- ii. Manage and track ticket sales and pay to the RDA 5% of total ticket sales within 60 days after the event.
- iii. Provide support and communication with workshop speakers.
- iv. Provide on-site registration and check-in process.
- v. Provide a complimentary ticket for the Art Conference to a youth identified by the RDA.

E. Sponsorship and Partnership Management.

- i. Identify and provide outreach to potential sponsors and partners.
- ii. Negotiate and manage sponsorship agreements subject to the RDA's approval of sponsors.
- iii. Create sponsorship packages.
- iv. Sponsor visibility and recognition planning.
- v. Coordinate sponsorship fulfillment and benefits.

F. Logistics and Operations for Conference Speakers.

- i. Coordinate accommodations for conference speakers.
- ii. Manage transportation for conference speakers.
- iii. Food and beverage planning.
- iv. Coordinate audiovisual and technical support.
- v. Implement health and safety protocols.
- vi. Coordinate and manage on-site staff and volunteers.

G. Exhibitor Management and Community Engagement.

- i. Provide a free engaging activity or event for the Midvale community.

- ii. Identify and select exhibitors and vendors.
- iii. Process exhibitor applications and contracts.
- iv. Booth assignment and layout planning.
- v. Manage exhibitor requirements and logistics.

H. Attendee Experience.

- i. Communicate with and provide customer service for workshop attendees.
- ii. Provide pre-conference information and materials.
- iii. Establish networking opportunities and social events planning.
- iv. Collect attendee feedback and provide an evaluation process.

I. Post-Event Evaluation and Reporting.

- i. Analyze attendee feedback.
- ii. Provide financial reporting and analysis, including an accounting for all funds spent in performance of the Services.
- iii. Create a post-event report with the following information:
 - 1. General event overview;
 - 2. Objectives, goals, and successes;
 - 3. Attendance and demographics;
 - 4. Participant feedback;
 - 5. Budget; and
 - 6. Insights and recommendations.
- iv. Identify areas for improvement and lessons learned.

J. Compliance and Legal Requirements.

- i. Ensure compliance with all applicable laws, regulations, and policies throughout the contracting and program implementation process. Address any legal or compliance issues that may arise during the event planning and execution.

K. Agency Approval.

- i. Receive Agency approval for the Art Conference timeline, deliverables, and closeout documentation.

2. **Agency Responsibilities.** The RDA will perform the following responsibilities for each yearly conference:

A. Access to Venues.

The RDA will facilitate access to city facilities as needed for the conference including City Hall, the Art House, and the Midvale Performing Art Center.

B. Budget.

- i. The RDA will provide partial funding for the Art Conference in the amount of \$55,000.00. Any additional funding needed for the Art Conference budget/costs shall be supplied by the Contractor, other grants, or sponsors.
- ii. The RDA will review proposed sponsors for approval within a reasonable time of receiving notice of the proposed sponsorship. The RDA can veto any proposed sponsor at its sole discretion.

C. Communication and Collaboration.

- i. The RDA will assign a Project Manager who will serve as the main point of contact between the RDA and Contractor
- ii. The RDA will participate in regular meetings with Contractor to discuss Art Conference progress and address any concerns or changes.
- iii. The RDA will provide necessary information, resources, and support to Contractor.
- iv. The RDA will collaborate with the Midvale City Communications Department and Contractor to promote and market the event.

D. Contract Oversight.

- i. The RDA will monitor the execution of this Agreement to ensure Contractor fulfills its obligations as outlined in the scope of services.
- ii. The RDA will review any proposed changes or deviations from this Agreement.
- iii. The RDA will address any issues or concerns that may arise during the planning and execution stages.

E. Timelines and Deliverables.

- i. The RDA will review the event timeline proposed by Contractor.
- ii. The RDA will monitor Contractor to ensure deliverables and milestones are met according to an agreed-upon schedule.
- iii. The RDA will communicate any changes to timelines or deliverables as necessary.

F. Reporting and Evaluation.

- i. The RDA will review reports provided by Contractor, including financial reports, progress reports, attendee feedback, and post-event evaluation.
- ii. The RDA will evaluate the overall success of the event based on established goals and objectives.

- iii. The RDA will provide feedback and suggestions for improvement to Contractor for future events.

G. Stakeholder Engagement.

- i. The RDA will engage with relevant stakeholders, such as other departments, agencies, or community partners, to ensure their needs and expectations are considered and met.
- ii. The RDA will collaborate with Contractor to identify opportunities for sponsorships, partnerships, or community involvement.

H. Contract Closure.

- i. The RDA will review the final deliverables and closeout documentation submitted by Contractor.
- ii. The RDA will complete any necessary administrative procedures for contract closure, including final payments and contractual obligations.

3. **Term.** The Agreement will take effect on the date listed above and will terminate on June 30, 2027, unless otherwise terminated. This Agreement may not be automatically renewed.

4. **Compensation.** Agency agrees to pay the Contractor a total of \$55,000 annually for performed Services.

5. **Payment.**

A. Invoices. Contractor must submit invoices for payment to the Agency in two installments annually. After the beginning of September of each year, the Contractor will invoice the Agency for \$35,000. Upon notification by Contractor of the depletion of the initial disbursement, together with an accounting showing how the initial disbursement was used, Contractor will invoice the Agency for the remaining amount of the compensation in the amount of \$20,000. Invoices must include an invoice number and the date of the invoice.

B. Payment. The Agency will issue payments to Contractor, for any uncontested charges, within 30 days after receipt of invoices. The Parties will resolve any disputed charges in accordance with Section 10 of this Agreement.

C. Accounting for Funds. This Agreement will terminate on June 30, 2027. Prior to termination, or upon termination in the case of termination under Section 11, Contractor shall provide an accounting regarding all funds used in the performance of the Services.

6. **Non-appropriation of Funds or Changes in Law.** Upon 30 days written notice delivered to the Contractor, this Agreement may be terminated in whole or in part at the sole discretion of the Agency, if the Agency reasonably determines that:
 - A. A change in federal, state, or City law materially affects the ability of either Party to perform under this Agreement;
 - B. A change in available funds affects the Agency's ability to pay under this Agreement; or
 - C. The RDA Board fails to fully fund the Services.

If the Agreement is terminated under this Section, the Agency will reimburse Contractor for the Services approved and properly performed until the effective date of said notice. The Agency is not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice, including for third-parties.

7. **Standard of Care.** The Contractor represents and warrants that the Services provided by the Contractor under this Agreement are provided in a manner consistent with the level of care and skill ordinarily exercised by or under the direction of members of Contractor's profession currently practicing in the Parties' locality and under similar conditions.

8. **Indemnification.**

- A. **Contractor.** Contractor agrees to indemnify, defend, and hold harmless the Redevelopment Agency of Midvale City, their affiliates, and their elected officials, officers, employees, volunteers, and agents from and against all damages, liabilities, and claims (including legal and attorneys' fees and costs) arising from Contractor's or Contractor's subcontractor's performance under this Agreement.
- B. **Agency.** The Agency agrees to indemnify, defend, and hold harmless the Contractor and its officers, employees, and agents from and against all damages, liabilities, and claims (including legal and attorneys' fees and costs) arising from the Agency's performance under this Agreement.

9. **Government Immunity.** The Agency advises the Contractor that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7 of Utah Code Ann., as amended). The Agency does not waive any procedural or substantive defense or benefit provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Utah Code Ann. § 63G-7-604 regarding the limitation of judgments. Any indemnity and insurance obligations incurred by the Agency under this Agreement are expressly limited to the amounts identified in the Act.

10. **Default.** In the event of a default under this Agreement, the non-defaulting Party may:

- A. Suspend the Contractor's performance under this Agreement until the default is corrected;
- B. Withhold payment until the default is corrected; and
- C. Terminate this Agreement in accordance with Section 11.

The list of remedies under this Section is not exhaustive or exclusive. Either Party may pursue any other right or remedy available to it, either in law or equity, on account of the other Party's default. Either Party may use any combination of remedies available.

11. Termination.

- A. **Default.** This Agreement may be terminated for cause by the non-violating Party by providing written notice by the violating Party. The Party in default of this Agreement will be given 10 days after written notification to correct and cease the default. If the default has not been corrected, the non-violating Party may terminate the Agreement immediately and is subject to the remedies in Section 10. If the violating Party is the Contractor, the Contractor will return any funds for the Art Conference that have not been spent for the Art Conference and are supported by receipts.
- B. **Convenience.** This Agreement may be terminated for convenience by the Agency by providing 30 days written notice to the Contractor.
- C. **Compensation.** Upon termination of this Agreement, all accounts and payments will be processed according to Sections 4 and 5 for approved and properly performed Services completed prior to the effective date of the written notice. In the event that this Agreement is terminated prior to Contractor using funds that have already been paid, Contractor will return those funds that have not been used and accounted for. Contractor agrees that in the event of termination for cause or convenience, Contractor's sole remedy and monetary recovery from the Agency is limited to full payment for all services approved and properly performed completed prior to the effective date of the written notice and shall not exceed \$55,000 for any reason.

12. Dispute Resolution. Any dispute arising under or relating to this Agreement will be resolved in the following order:

- A. Good faith negotiations between the Parties;
- B. Good faith mediation with a mutually agreed upon mediator and with each Party paying one half of the mediation costs; and
- C. Litigation.

If a Party incurs any legal or attorneys' fees or costs in litigation to resolve a dispute arising under or relating to this Agreement, the prevailing Party may recover such fees and costs.

13. **Laws and Regulations.** At all times during this Agreement, the Contractor and all Services performed under this Agreement must comply with all applicable federal, state, and City constitutions, laws, rules, codes, orders, and regulations, including, but not limited to, applicable licensure and certification requirements. This includes not discriminating against any individual in an employment decision because of the individual's race, color, sex, age, religion, national origin, disability, pregnancy, familial status, veteran status, genetic information, sexual orientation, or gender identity. This also includes not using the above characteristics in considering employment, selection of training, promotion, transfer, recruitment, rates or pay, or other forms of compensation, demotion, or separation decisions.
14. **Relationship of Parties.** The Contractor is an independent contractor of The Agency. No other legal relationship has been formed by this Agreement, and in no manner is the Contractor an employee or agent of the Agency. The Contractor is not entitled to any of the benefits associated with such employment. The Contractor is responsible for all applicable federal, state, and local taxes and all FICA contributions. The Parties have no authorization, express or implied, to bind the other Party. The Parties agree not to perform any such acts as an agent for the other Party.
15. **Insurance.** Contractor must at all times during the term of this Agreement, without interruption, carry and maintain insurance from an insurance company authorized to do business in the State of Utah in accordance with this Section.

A. Coverage Amounts.

- i. **Commercial General Liability Insurance.** The Contractor must have a Commercial General Liability Insurance policy that includes products and completed operations, bodily injury, property damage, and personal and advertising injury and must be in the amount of at least \$1,000,000 per occurrence and \$3,000,000 aggregate.
 - ii. **Automobile Liability Insurance.** The Contractor must have Automobile Liability Insurance in the amount of at least \$1,000,000 per occurrence and \$3,000,000 aggregate.
 - iii. **Workers Compensation.** The Contractor must have Workers Compensation Insurance (Part A) that meets Utah's statutory requirements. The Contractor must have Employers Liability Insurance (Part B) in the amount of at least \$1,000,000 for each accident, disease, and employee. No owner or officer may be excluded from coverage.
- B. Certificate of Insurance.** The Contractor must provide a copy of an insurance policy that meets the requirements of this Section to the Agency prior to execution of the Agreement. Failure to provide proof of insurance will be deemed a material breach of this Agreement.

- C. **Cancellation/Expiration.** The Contractor may not cancel or allow an insurance policy to expire unless written notice has been given The Agency at least 30 days prior to the cancellation or expiration and provisions are taken to replace the policy prior to its cancellation or expiration.
 - D. **Additional Insured.** The Contractor must add The Agency as an additional insured to all of its insurance policies under this Agreement except for its Workers Compensation policies.
 - E. **Primary, Noncontributory.** Insurance under this Section is required to be primary, noncontributory, and not in excess of any insurance or self-insurance policies available to or maintained by the Agency.
 - F. **Material Breach.** The Contractor's failure to maintain this insurance in accordance with this Section for the term of this Agreement is a material breach of this Agreement. The Agency may immediately terminate this Agreement.
16. **Status Verification.** Under the Utah Immigration Accountability and Enforcement Act, Utah Code Ann. §§ 63G-12-101 to 402, any entity physically performing services within Utah for a public employer is required to participate in Utah's Status Verification System. The Contractor will provide The Agency a certification of its compliance with this requirement prior to performing work under this Agreement.
17. **Government Records Access and Management Act.** The Redevelopment Agency of Midvale City is a governmental entity that is subject to Utah's Government and Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et seq. Any documents produced or collected under this Agreement may be subject to public access. If the Contractor believes that a document should be protected under Utah Code Ann. §§ 63G-2-305(1) or (2), the Contractor must provide a written claim of business confidentiality to the Agency that complies with Utah Code Ann. § 63G-2-309(1). The Contractor agrees to cooperate with and to supply any requested records to the Agency with any public records request. This obligation will survive any suspension or termination this Agreement.
18. **Time.** For all Services, time is of the essence. The Contractor is liable for all reasonable damages to the Agency as a result of Contractor's failure to timely perform the Services required under this Agreement.
19. **Force Majeure.** Neither Party to this Agreement will be held responsible for delay or default caused by fire, flood, earthquake, act of terrorism, riot, pandemics, war, or other acts of God, which is beyond that Party's reasonable control. Either Party may terminate this Agreement by written notice to the other Party after determining such delay will prevent successful performance of this Agreement.
20. **Conflicts of Interest.**

- A. **Officer or Employee.** The Contractor represents that none of its officers or employees are elected officials, officers, employees, volunteers, or agents of the Redevelopment Agency of Midvale City or its affiliates, unless it has made such disclosure to the Agency prior to execution of this Agreement. The Contractor represents and warrants that none of its officers, employees, or immediate family members of its officers or employees is or has been an elected official, officer, employee, volunteer, or agent of the Agency or its affiliates who influences the Agency’s procurement process. This includes, but is not limited to, anyone involved in the drafting of the Agency’s procurement and project documents or the Agency’s selection of a bidder.
- B. **Gift.** The Contractor represents and warrants that it has not provided any compensation or gift in any form, whether directly or indirectly, to an elected official, officer, employee, volunteer, or agent of the Agency or its affiliates who influences the Agency’s procurement process. This includes, but is not limited to, anyone involved in the Agency’s drafting of procurement and project documents or the Agency’s selection of a bidder.

21. **Notice.** Any notice required under this Agreement will be deemed sufficiently given or served if personally delivered or sent by United States Certified Mail, return receipt requested, addressed as follows:

<i>The Agency</i>	<i>Contractor</i>
Redevelopment Agency of Midvale City	Craft Lake City
Attn: Contract Analyst	Attn: Angela H. Brown
7505 S. Holden Street	230 S 500 W STE 125
Midvale, UT 84047	Salt Lake City, UT 84101

The Parties have the right, from time to time, to change their respective notice addresses under this Section by providing written notice to the other Party.

- 22. **Assignment and Delegation.** A Party may not assign or delegate any part of this Agreement without the other Party’s prior written consent. Unless otherwise noted in the Agreement, a Party may not unreasonably withhold its consent.
- 23. **Subcontractors.** Performance of Services under this Agreement may not be subcontracted to another entity without the Agency’s consent. The Agency may withhold its consent at its sole discretion. If a subcontractor is permitted to perform Services under this Agreement, the Contractor is responsible for the subcontractor’s performance of the Services. The agreement between Contractor and any subcontractor must make the subcontractor subject to all of terms of this Agreement that apply to the Contractor except for invoices and payments. The Agency will accept invoices only from the Contractor and will make payments only to the Contractor for Services.

24. **Not Exclusive.** The Contractor understands that this Agreement is not exclusive. The Agency may contract with other individuals or entities to provide the same or similar services. This contract does not guarantee any amount of work.
25. **Performance Evaluation.** The Agency may conduct a performance evaluation of Contractor's Services. Results of any evaluation may be made available to the Contractor upon Contractor's request.
26. **Publicity.** The Contractor must submit all advertising and publicity matters relating to this Agreement to The Agency for written approval. It is the Agency's sole discretion whether to provide approval. This provision will survive termination of the Agreement.
27. **Document Retention.** The Contractor must retain all working papers, reports, and all necessary records to properly account for Contractor's performance and the payments made by the Agency to Contractor under this Agreement. These records must be retained by Contractor for at least five years. The Agency may extend the retention period by written notice. Contractor agrees to make all documents related to this Agreement available to the Agency or third parties upon the Agency's request.
28. **Ownership of Intellectual Property.** The Agency and the Contractor each recognize that each has no right, title, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the Parties in writing. However, Contractor grants to the RDA and its affiliates a non-exclusive license to publish documents, records, programs, data, articles, memoranda, advertisements, and other materials specifically created or developed for Services provided under this Agreement for promotional or governmental purposes. This provision will survive termination of the Agreement.
29. **Data Privacy.** To the same extent as the Agency, Contractor must comply with the requirements of Utah's Government Data Privacy Act, Utah Code Ann. §§ 63A-19-101 to 601, as amended, with regard to the personal data processed or accessed by Contractor as part of Contractor's performance under this Agreement. In the event that Contractor fails to comply with Utah's Government Data Privacy Act, it will be considered a material breach, and the Agency may terminate this Agreement under Section 11.A.
30. **Boycotts.** Pursuant to Utah Code Ann. § 63G-27-201, Contractor hereby certifies that Contractor is not currently engaged in an economic boycott, as defined in Utah Code Ann. § 63G-27-102(5), or a boycott of the State of Israel. Contractor may not engage in a boycott of the State of Israel for the duration of the Agreement. Contractor must notify the City in writing if it begins engaging in an economic boycott during the term of the Agreement, which may be grounds for termination of the Agreement.
31. **Amendments/Modifications.** This Agreement may be modified only by the mutual written agreement of the Parties. Any such amendment will be attached to this Agreement.

32. **Waiver.** Failure by either Party to insist upon the strict performance of any condition of this Agreement or to exercise any right or remedy found under the Agreement does not constitute a waiver. Either Party may waive any of its rights or any conditions by written notice to the other Party. No waiver may affect or alter the remainder of this Agreement. Every other condition in the Agreement will remain in full force with respect to any existing or subsequently occurring default.
33. **Severability.** In the event that any provision of the Agreement is held to be void, the voided provision will be considered severable from the remainder of the Agreement and will not affect any other provision in the Agreement. If the provision is invalid due to its scope or breadth, the provision will be considered valid to the extent of the scope or breadth permitted by law.
34. **Governing Law and Venue.** This Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement must be brought in a court of competent jurisdiction in the Salt Lake County, Utah.
35. **Survival.** Termination of this Agreement does not extinguish or prejudice the Agency's right to enforce this Agreement with respect to any default or defect in the services that has not been cured or for any term that explicitly survives the termination of this Agreement.
36. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understanding between the Parties, whether oral or written.

The Agency and Craft Lake City have read and understand the terms of this Art Conference Services Agreement. Both Parties have demonstrated their willingness to enter into the Agreement as of the date above by having their Authorized representatives sign below.

THE AGENCY

Marcus Stevenson
Chief Administrative Officer

ATTEST:

Rori L. Andreason, MMC
Secretary

CONTRACTOR

[Name of Authorized Signer], [Title]