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

REDEVELOPMENT AGENCY OF MIDVALE CITY
MEETING AGENDA
July 21, 2026

Public Notice Is Hereby Given that the **Redevelopment Agency of Midvale City** will hold an electronic and in-person meeting on **July 21, 2026,** as follows:

Electronic & In-Person 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 July 20, 2026.**

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

6:00 p.m.

I. GENERAL BUSINESS

A. Welcome
B. 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 their 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 July 7, 2026 — ***[Rori Andreason, HR Director/City Recorder]***

IV. ACTION ITEM

A. Consider Resolution No. 2026-20RDA Providing Consent to Enter Into a Memorandum of Understanding with the Utah Main Street Program. — ***[Moira Gray, Economic Development/RDA Project Manager]***

V. DISCUSSION ITEM

A. Discussion Regarding Entering Into a Five Year Contract with Craft Lake City to Produce the Annual LetterWest Conference. — ***[Moira Gray, Economic Development/RDA Project Manager]***

V. POSSIBLE CLOSED SESSION

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

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' advance 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: July 16, 2026

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

REDEVELOPMENT AGENCY MEETING
Minutes
Tuesday July 7, 2026

Council Chambers
7505 S Holden Street
Midvale, Utah 84047

CHAIR: Dustin Gettel

BOARD MEMBERS: Board Member Paul Glover
Board Member Bonnie Billings
Board Member Denece Mikolash
Board Member Bryant Brown
Board Member Heidi Robinson

STAFF: Matt Dahl, City Manager; Nate Rockwood, Assistant City Manager; Rori Andreason, City Recorder; Charlie Cressall, Deputy City Recorder; Garrett Wilcox, City Attorney; Mariah Hill, Administrative Services Director; Adam Olsen, Community Development Director; Laura Magness, Communications Director; Jerimie Thorne, Public Works Director; Wendelin Knobloch, Planning Director; Chief April Morse, UPD; and Josh Short, Network Administrator.

Chair Gettel called the meeting to order at 8:27 p.m.

I. <u>GENERAL BUSINESS</u>

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

II. <u>PUBLIC COMMENTS</u>

There was no one who desired to speak.

III. <u>CONSENT AGENDA</u>

A. CONSIDER MINUTES OF JUNE 16, 2026

MOTION: Board Member Paul Glover MOVED to approve the consent agenda. The motion was SECONDED by Board Member Heidi Robinson. Chair Gettel 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 Denece Mikolash	**Aye**
Board Member Paul Glover	**Aye**
Board Member Bonnie Billings	**Aye**
Board Member Heidi Robinson	**Aye**

The motion passed unanimously.

IV. ACTION ITEMS

A. CONSIDER RESOLUTION NO. 2026-17RDA APPROVING AMENDMENTS TO THE TERM SHEET FOR A BUSINESS LOAN AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF MIDVALE CITY AND GREEK STREAK TAVERNA, LLC.

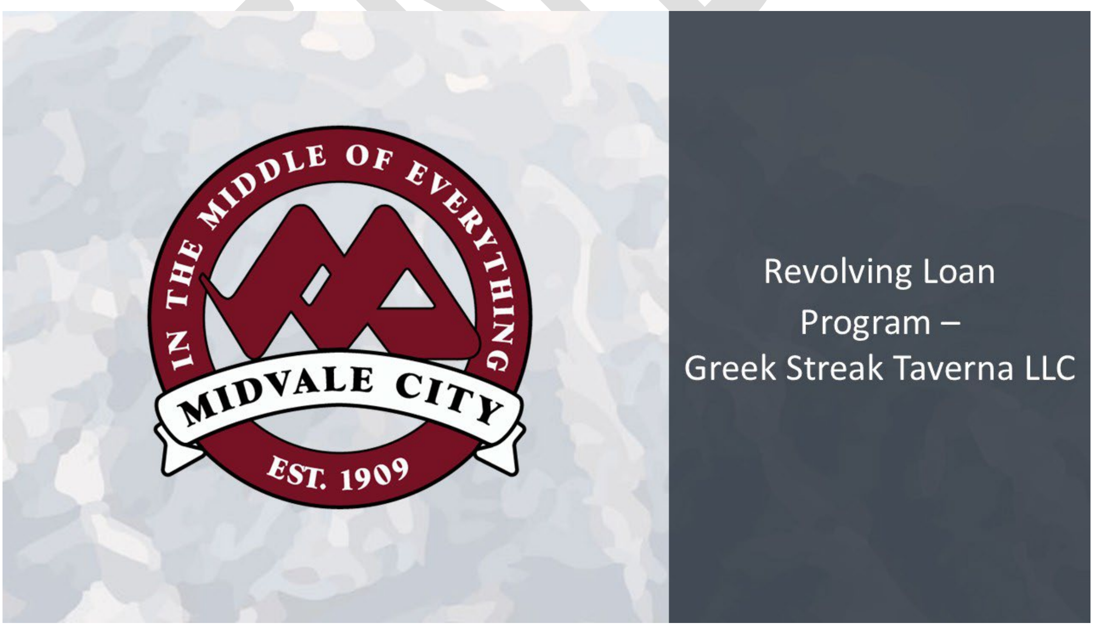
Aubrey Chritensen said on December 2, 2025, the RDA Board approved an $80,000 loan at a 2% interest rate for Greek Streak Taverna, LLC. Since then, the term sheet has been updated regarding the repayment terms and the approved collateral.

Staff is proposing to amend the terms to state that the first payment will be due on the earlier of: (a) the first day of the first full month following the opening of the business, or (b) September 1, 2026. This change accounts for the updated construction timeline of the project.

The revised term sheet is now being presented to the Board for approval.

Fiscal Impact:
N/A

Chair Gettel said he is looking forward to the restaurant opening. He enjoys seeing people walking on main street enjoying ice cream.



Proposed Loan Terms

Terms:

- $80,000 loan
- 2% interest rate
- 7-year loan
- First Payment Date:
  - First day of the first full month following the opening of the business OR September 1, 2026
- 82% of requested loan amount is covered by collateral.

Approved Collateral

- The borrower pledges collateral equal to 82% of the loan amount.
- Collateral includes equity in the borrower's personal residence, with the RDA holding a second-position lien and new/used equipment with the RDA holding a first-position lien.

MOTION: **Board Member Heidi Robinson MOVED to Pass Resolution No. 2026-17RDA Approving the Amended Term Sheet for a Business Loan Agreement between the Redevelopment Agency of Midvale City and Greek Streak Taverna, LLC." The motion was SECONDED by Board Member Bryant Brown. Chair Gettel called for discussion on the motion. There being none he called for a roll call vote.**

The voting was as follows:

Board Member Denece Mikolash	**Aye**
Board Member Bryant Brown	**Aye**
Board Member Paul Glover	**Aye**
Board Member Heidi Robinson	**Aye**
Board Member Bonnie Billings	**Aye**

The motion passed unanimously.

B. CONSIDER RESOLUTION NO. 2026-19RDA AUTHORIZING AN AMENDMENT TO THE LOAN AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF MIDVALE CITY AND THE BAMBINO LLC REGARDING A CHANGE IN COLLATERAL.

Kate Andrus said on August 7, 2024, the Redevelopment Agency of Midvale City ("RDA") entered into a Loan Agreement, Promissory Note, and Security Agreement with The Bambino LLC ("Borrower") for a business loan in the amount of $250,000 through the RDA Main Business Loan Program. Pursuant to the agreement, the loan is secured by personal guarantees and a Deed of Trust against real property collateral valued at 80% of the loan amount, or $200,000. The original collateral property is located at 2411 East 4500 South, Holladay, Utah 84117.

The Borrower has notified the RDA of its intent to sell the original collateral property and has requested approval to substitute alternative collateral. The proposed replacement collateral is a residential property located at 4337 S. Camille Street, Holladay, Utah 84124, owned by one of the individual guarantors associated with The Bambino LLC. The substituted collateral will continue to secure the loan in the amount of $200,000 through a Deed of Trust, consistent with the requirements of the original loan agreement.

The proposed First Amendment to the Loan Agreement updates Section 4 and Schedule 2 of the original agreement to replace the existing collateral property located at 2411 East 4500 South, Holladay, Utah 84117 with the property located at 4337 S. Camille Street, Holladay, Utah 84124. The amendment further provides that all existing personal guarantees remain in full force and effect. Approval of the amendment is conditioned upon the execution of a personal guaranty by the owner of the substitute collateral property, the recording of a Deed of Trust against the substitute collateral property, and the completion of all other closing documents and requirements deemed necessary by the Agency to perfect and preserve its security interest.

Staff recommends approval of the amendment subject to satisfy these conditions.

FISCAL IMPACT:

This amendment does not modify the original loan amount of $250,000, loan repayment terms, or borrower obligations. The amendment only substitutes the property serving as collateral for the loan and therefore has no direct fiscal impact on the RDA.

Redevelopment Agency of Midvale City

First Amendment to The Bambino LLC Loan Agreement – Substitution of Collateral

Background

- The Agency entered into a Loan Agreement, Promissory Note, and Security Agreement with The Bambino LLC on August 7, 2024.
- The loan amount was $250,000 with a seven-year repayment term.
- The loan was secured by personal guarantees and a Deed of Trust against real property located at 2411 East 4500 South, Holladay, Utah 84117.
- Pursuant to the Loan Agreement, the collateral secures 80% of the original loan amount, or $200,000.

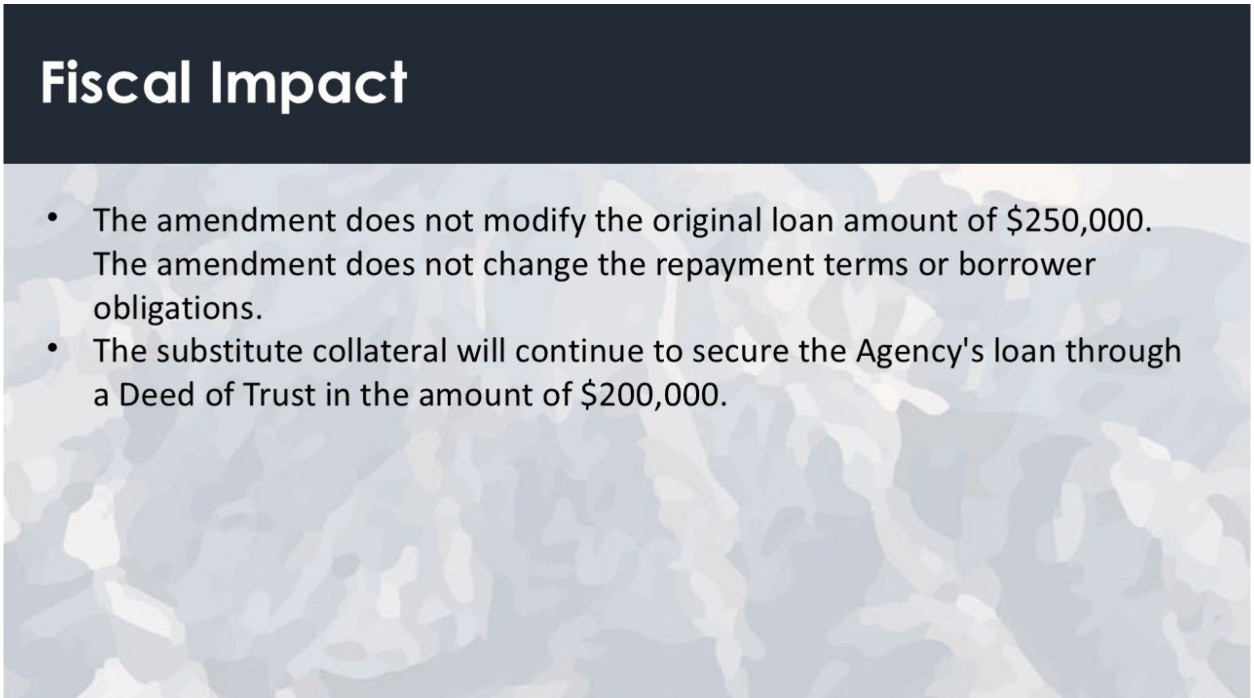
Alternative Collateral

- One of the individual guarantors and owners of the property currently serving as collateral intends to sell the property.
- The Borrower has requested approval to substitute collateral with a residential property located at 4337 S. Camille Street, Holladay, Utah 84124.
- The proposed replacement property is owned by another personal guarantor associated with The Bambino LLC.
- To facilitate the substitution of collateral, the parties must execute a First Amendment to the Loan Agreement and complete all required closing documents.

First Amendment

The proposed Amendment:

- Replaces the collateral property located at 2411 East 4500 South, Holladay, Utah 84117 with 4337 S. Camille Street, Holladay, Utah 84124.
- Maintains all existing loan terms and repayment obligations.
- Provides that all existing personal guarantees remain in full force and effect.
- Requires one of the owners of the substitute collateral property to execute a personal guaranty acceptable to the Agency.
- Requires execution and recording of a new Deed of Trust and completion of all other closing documents required by the Agency and legal counsel before the substitution becomes effective.



MOTION: **Board Member Bryant Brown MOVED to Suspend the Rules and Adopt Resolution No. 2026-19RDA authorizing the Chief Administrative Officer to execute an Amendment to the Loan Agreement between the Redevelopment Agency of Midvale City and The Bambino LLC." The motion was SECONDED by Board Member Heidi Robinson. Chair Gettel called for discussion on the motion. There being none he called for a roll call vote.**

The voting was as follows:

Board Member Paul Glover	**Aye**
Board Member Denece Mikolash	**Aye**
Board Member Bonnie Billings	**Aye**
Board Member Heidi Robinson	**Aye**
Board Member Bryant Brown	**Aye**

The motion passed unanimously.

V. <u>ADJOURN</u>

MOTION: **Board Member Paul Glover MOVED to adjourn the meeting. The motion was SECONDED by Board Member Heidi Robinson. Chair Gettel called for discussion on the motion. There being none he called for a vote. The motion passed unanimously.**

The meeting adjourned at 8:37 p.m.

____

Rori L. Andreason, MMC
City Recorder

Approved July 21, 2026.

REDEVELOPMENT AGENCY OF MIDVALE
SUMMARY REPORT

Meeting Date: July 21, 2026

SUBJECT:

Consider Resolution No. 2026-20RDA Providing Consent to Enter Into a Memorandum of Understanding with the Utah Main Street Program

SUBMITTED BY:

Moira Gray, Economic Development & RDA Project Manager

SUMMARY:

The Utah Main Street program, housed in the Utah State Historic Preservation Office (USHPO), is Utah's coordinating entity for the national Main Street America program. Utah Main Street uses a four-point approach (Economic Vitality, Design, Organization, and Promotion) to build a community-based revitalization framework. Midvale Main Street joining the program as a Tier 1 Promising Community does not cost anything, but provides access to tools, resources, funding opportunities, and a network of 29 other main streets in Utah.

The Memorandum of Understanding with Utah Main Street lists actions that Midvale Main Street should complete as a Tier 1 Community, such as attending monthly meetings, bringing together community members invested in Midvale Main Street, and developing a draft workplan based on the Main Street Four-Point approach. It also lists the resources that Utah Main Street will provide, such as technical assistance, a network of Utah main streets, and trainings.

This MOU will terminate on June 30th, 2027. There are no funds associated with the MOU.

FISCAL IMPACT:

There are no funds associated with this Memorandum of Understanding.

RECOMMENDED MOTION:

"I move that we suspend the rules* and pass Resolution No. 2026-20RDA Providing Consent to Enter Into a Memorandum of Understanding with the Utah Main Street Program.

*Suspending the rules is necessary as onboarding for this program begins on July 29th.

ATTACHMENTS:

Resolution No. 2026-20RDA
Utah Main Street Tier 1 Promising Community Memorandum of Understanding

THE REDEVELOPMENT AGENCY OF MIDVALE CITY
RESOLUTION NO. 2026-20RDA

A RESOLUTION PROVIDING CONSENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE UTAH MAIN STREET PROGRAM

WHEREAS, the Agency was established by the Midvale City Council to carry out redevelopment initiatives and exercise its powers under the Utah Redevelopment Agencies Act; and

WHEREAS, on November 17, 2015, the Agency adopted Resolution 2015-13RDA, approving the Community Development Area ("CDA") Project Area Plan for the Midvale Main Street CDA Project Area; and

WHEREAS, on October 6, 2020, the Agency adopted Resolution 2020-11RDA, approving the budget for the Main Street Community Development Area ("CDA"); and

WHEREAS, on June 1, 2026, Midvale Main Street was accepted into the Utah Main Street program as a Tier 1 Promising Community; and

WHEREAS, the Agency believes that joining the Utah Main Street program will contribute to the ongoing revitalization of the Midvale Main Street CDA Project Area and the Midvale City Arts and Culture District.

NOW, THEREFORE BE IT RESOLVED that the Board of the Redevelopment Agency of Midvale City provides consent to enter into a Memorandum of Understanding with the Utah Main Street program.

PASSED AND APPROVED this 21st day of July, 2026.

By: ____
Dustin Gettel, Chief Administrative Officer

Voting by the City Council	"Aye"	"Nay"
Bonnie Billings	_______	_______
Paul Glover	_______	_______
Heidi Robinson	_______	_______
Bryant Brown	________	______
Denece Mikolash	_______	_______

ATTEST:

____
Rori L. Andreason, MMC
Secretary

UTAH MAIN STREET
TIER 1 PROMISING COMMUNITY
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is entered into between Midvale City RDA (referred to as "the Community") and Utah Main Street to establish the Community as a Tier 1 Promising Community in Utah Main Street.

I. Community Roles and Responsibilities

A. During their time as a Tier 1 Promising Community with Utah Main Street, the Community will focus on strengthening their Main Street program both within their district and the broader community. Key activities include educating local leaders, community members, and stakeholders about the Main Street Four-Point Approach™, fostering a strong historic preservation ethic, and building broad-based community support.

B. The Community shall maintain a General Membership with Main Street America. As a general member, they'll be able to access the wide range of expertise from Main Street America's network of local Main Street programs, Community Development Corporations (CDCs), planners (urban and rural), local government agencies, consultants, and more. This network provides valuable opportunities to learn, conduct research, and exchange insights with professionals and organizations dedicated to community revitalization. Read Membership FAQs.

C. Appoint and maintain a Main Street Director/Manager to 1) act as a point of contact with Utah Main Street and 2) lead and work with the community in their efforts to implement the Main Street Four-Point Approach™. This role can be held by a board member, volunteer, or paid employee.

D. Recruit and maintain at least five active board members to support the Main Street revitalization effort. The board should meet at least quarterly and should include representation from key stakeholders, including but not limited to business owners or property owners, local residents, leaders from local community organizations (e.g., business alliances, community councils, local non profit organizations, community-serving groups), city officials, and county or regional officials.

1. Establish four committees, each focusing on one of the four points (Design, Economic Vitality, Promotion, and Organization) that meet at least quarterly. Identify a point of contact for each of the committees. Board members may also be committee members/leaders.

E. The appointed Main Street Director/Manager, or a representative from each Community, is encouraged to attend Utah Main Street monthly meetings. Board members are also welcome to attend the monthly meetings.
   1. To create an atmosphere of connection, cameras should be turned on for the duration of the meetings.
   2. Artificial Intelligence (AI) transcription resources and other AI bots are not allowed during meetings, unless requested at least 24 hours in advance.

F. The Main Street Director/Manager is required to attend the annual Utah Main Street Workshop. One additional board member may also attend. If the Main Street Director/Manager is unable to attend, another program representative shall attend in their stead. Participation in the annual Utah Preservation Conference and/or the national Main Street Now Conference hosted by Main Street America is also highly encouraged.

G. Develop a draft workplan with an identified Transformation Strategy that is aligned with the Main Street Four-Point Approach™.

H. Refine the local Main Street district boundary as needed with UMS.

II. Reporting and Evaluation

A. Tier 1 Promising Communities are required to submit Semi-annual Reinvestment Statistics (also known as Economic Impact Statistics) at the following deadlines:
   1. July 31 (for January-June reporting)
   2. January 31 (for July-December reporting)

   This includes reporting on jobs created (part-time and full-time), new businesses, completed rehabilitation projects, completed public improvement projects, completed new construction projects, new housing units created, public investment dollars, private investment dollars, volunteer hours contributed, and more. Review the Reinvestment Statistics form above for more clarification on reporting.

B. The Community shall complete an annual Community Self-Assessment. Utah Main Street will provide instructions for its completion.

III. Utah Main Street Services and Resources

A. Provide baseline requirements and roadmap for Tier 1 Promising Communities.

B. Access to UMS network and UMS shared folder which contains documents, webinars, and other resources for main street revitalization.

C. UMS will provide virtual and in-person visits, training sessions, and services, as well as coordinate with Main Street America based on availability.

D. Share Main Street America resources and provide technical assistance with accessing online materials, including The Knowledge Hub at mainstreet.org and the MSA Academy at academy.mainstreet.org.

E. Host regular meetings including Utah Main Street monthly meetings, Tier 1 check-in meetings, Ask an Architect webinars, programming at the annual preservation conference, the Utah Main Street workshop, and other individual program and small group meetings and trainings.

F. Provide resources and awareness to seek and apply for funding opportunities, such as local, state, and national grant programs.

IV. Term of the Agreement

A. This Agreement shall be effective upon the date of execution and shall continue to June 30th, 2027, or until terminated by either party in accordance with the provisions of this Agreement.

B. If the Community remains in the Tier 1 Promising Communities tier after three years, they must reapply to remain in the tier. Utah Main Street will track and remind the Community of the duration of their time in Tier 1.

V. Termination

A. Either party may terminate this Agreement by providing written notice to the other party. In the event of termination, the Community shall no longer hold the Tier 1 Promising Community designation, all agreements with Utah Main Street shall be terminated, and the Community shall lose access to all UMS resources and trainings.

B. Failure to maintain or demonstrate work towards the Community Roles and Responsibilities (Section I) or complete the Reporting and Evaluation (Section II) may result in termination of this Agreement by Utah Main Street at any time during the designation period. It is important for the Community to diligently work towards meeting the requirements in Sections I and II to maintain their standing as a Tier 1 Promising Community.

1. Prior to termination, the Community shall receive a written notice specifying its failure to meet the requirements outlined in Sections I and II. This notice will provide a 30-day probationary period during which the Community may address and fulfill the identified deficiencies.

VI. Governing Law

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed as of the date signed below.

Community Representative:	Utah Main Street:
______________________________	______________________________
Signature	Signature
Printed Name: ____________________	Printed Name: ____________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

REDEVELOPMENT AGENCY OF MIDVALE
SUMMARY REPORT

Meeting Date: July 21, 2026

SUBJECT:

Discussion Regarding Entering Into a Five-Year Contract with Craft Lake City to Produce the Annual LetterWest Conference

SUBMITTED BY:

Moira Gray, Economic Development & RDA Project Manager

SUMMARY:

In 2024 the Redevelopment Agency contracted with Craft Lake City to produce LetterWest, a hand lettering conference. Based on the success of that event the Redevelopment Agency entered into a three-year agreement with Craft Lake City to produce the event for the years 2025, 2026, and 2027. Based on the continued success of this event, the Redevelopment Agency seeks to enter into a five-year contract to continue supporting LetterWest until 2032.

There are two key differences between this LetterWest contract as opposed to previous years' versions: the contract is for five years, and there will be a 3% annual increase in funding per year to combat inflation.

FISCAL IMPACT:

This grant award will expend $56,650 in 2028, $58,350 in 2029, $60,100 in 2030, $61,903 in 2031, and $63,760 in 2032 (a 3% increase every year). Funding will come out of the Main Street Events & Promotion budget.

ATTACHMENTS:

Art Conference Services Agreement

Art Conference Services Agreement

This Agreement to provide art programing 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 LetterWest conference has taken place annually within the Midvale Main Arts & Culture District since 2024; and

WHEREAS, based on the success of the 2024 LetterWest the Agency invited the Contractor to host the conference for the next three years during Spring 2025, 2026, and 2027; and

WHEREAS, the Agency seeks to enter into a new five-year contract with the Contractor to Produce LetterWest for the years 2028, 2029, 2030, 2031 and 2032; and

WHEREAS, the Agency and Contractor agree to a three percent (3%) annual increase in funding per year to account for inflation, for a price of $56,650, $58,350, $60,100, $61,903, and $63,760; and

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

WHEREAS, the 2027 LetterWest Conference will be held on Friday May 28 and Saturday May 29, 2027, 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 2028, 2029, 2030, 2031 and 2032:

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 the yearly funding amount allocated by the Agency.
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. Provie 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 $56,650 for 2028, $58,350 for 2029, $60,100 for 2030, $61,903 for 2031, and $63,760 for 2032. 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, 2032, unless otherwise terminated. This Agreement may not be automatically renewed.

4. **Compensation.** Agency agrees to pay the Contractor a total of $56,650 in 2028, $58,350 in 2029, $60,100 in 2030, $61,903 in 2031, and $63,760 in 2032 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 fifty percent (50%) of the yearly budgeted amount. 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. 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, 2032. 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 the yearly budgeted amount 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 duration of eachart conference, 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 each art conference. 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 during the duration of each art conference 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:

The Agency	*Contractor*
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 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

____
Dustin Gettel
Chief Administrative Officer

ATTEST:

____
Rori L. Andreason, MMC
Secretary

CONTRACTOR

____

Angela H. Brown, Executive Director