



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

**REDEVELOPMENT AGENCY OF MIDVALE CITY
MEETING AGENDA
August 18, 2026**

Public Notice Is Hereby Given that the **Redevelopment Agency of Midvale City** will hold an electronic and in-person meeting on **August 18, 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 August 17, 2026.**

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

7:00 p.m. or immediately following the City Council Meeting

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 21, 2026 — ***[Rori Andreason, HR Director/City Recorder]***

IV. ACTION ITEMS

- A. Consider Resolution No. 2026-21RDA Providing Approval to Enter into a Five-Year Contract with Craft Lake City to Produce the Annual LetterWest Conference — ***[Kate Andrus, RDA Director]***

V. POSSIBLE CLOSED SESSION

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

August 18, 2026

- 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: August 13, 2026

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



REDEVELOPMENT AGENCY MEETING

Minutes

Tuesday July 21, 2026

Council Chambers
7505 S Holden Street
Midvale, Utah 84047

CHAIR: Dustin Gettel

BOARD MEMBERS: Board Member Paul Glover - Excused
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; 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; Kate Andrus, RDA Director; Moira Gray, RDA Project Manager; Chief April Morse, UPD; and Josh Short, Network Administrator.

Chair Gettel called the meeting to order at 6:00 p.m.

I. GENERAL BUSINESS

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

II. PUBLIC COMMENTS

Chief Jason Mazuran introduced Chief Luis Lovato who will be serving Midvale City as the Division Chief of Special Operations and Investigations.

Chief Luis Lovato said he is excited to be serving Midvale City again.

III. CONSENT AGENDA

A. CONSIDER MINUTES OF JULY 7, 2026

MOTION: Board Member Heidi Robinson **MOVED** to approve the consent agenda. 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 Bryant Brown	Aye
Board Member Denece Mikolash	Aye
Board Member Paul Glover	Excused
Board Member Bonnie Billings	Aye
Board Member Heidi Robinson	Aye

The motion passed unanimously.

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 said 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.



Background

Utah Main Street (UMS) is a Coordinating Program of Main Street America*. They are a network of passionate community members engaged in historic commercial district revitalization. Their program provides a framework and resources to support downtown revitalization efforts. There are 29 other cities in the Utah program, including Logan, Midway, Helper, and Magna. There are more than 1,600 cities participating nationally.

The Utah Main Street program is housed in the Utah State Historic Preservation Office (USHPO).

* Main Street America is a subsidiary of the National Trust for Historic Preservation.

Four-Point Approach

- **Economic Vitality** : Build diverse economic base | Catalyze smart new investment | Cultivate a strong entrepreneurship ecosystem
- **Design**: Create an inviting, inclusive atmosphere | Celebrate historic character | Foster accessible, people-centered public places
- **Promotion**: Market district's defining assets | Communicate unique features through storytelling | Support buy-local experience
- **Organization**: Build leadership and strong organizational capacity | Ensure broad community engagement | Forget partnerships across sectors

Tier 1: Promising Community

The Utah Main Street program has three tiers:



Tier 1 General Requirements and Activities

- Learn the Main Street Approach
- Demonstrate Historic Preservation Ethic
- Broad-Based Community Support
- Submit Bi-Annual Economic Impact Statistics
- Submit Main Street America Community Self-Assessment

Resources from Utah Main Street

- Strategic Plan Workbook
- Getting Started with Utah Main Street Support
- Monthly meeting with network of 28 other communities
- Ask an Architect Webinar
- Designated Utah Main Street Staff Liaison
- Free access to annual Main Street workshop and free USHPO Preservation Engaged conference registration
- Main Street America training resources

Memorandum of Understanding

- There are no funds associated with this MOU
- Expires on June 30th, 2027, at which point we can renew our agreement. After three years we will need to re-apply.

Chelsea Gauthier, Utah Main Street Program Manager, said her office is located at the Utah State Historic Preservation Office. The program operates out of the Department of Cultural and Community Engagement. Her work focuses on a preservation based economic revitalization program for historic downtowns or neighborhood commercial districts as part of the national Main Street America network. She coordinates with local communities statewide, offering technical assistance and resources to help small town

and urban neighborhoods to thrive economically while preserving their historic, cultural, and architectural heritage.

Chair Gettel said the city is looking forward to working with the Utah Main Street Program.

MOTION: Board Member Heidi Robinson **MOVED** to suspend the rules and pass Resolution No. 2026-20RDA Providing Consent to Enter Into a Memorandum of Understanding with the Utah Main Street Program. The motion was **SECONDED** by Board Member Bonnie Billings. 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	Excused
Board Member Bonnie Billings	Aye
Board Member Heidi Robinson	Aye

The motion passed unanimously.

V. DISCUSSION ITEM

A. DISCUSSION REGARDING ENTERING INTO A FIVE YEAR CONTRACT WITH CRAFT LAKE CITY TO PRODUCE THE ANNUAL LETTERWEST CONFERENCE

Maira Gray said 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.



Midvale Redevelopment Agency

7.21.2026

Discussion:

5-Year Contract with
Craft Lake City for
LetterWest Conference

What is LetterWest?

LetterWest is the nation's leading conference celebrating calligraphy and modern hand lettering. It features keynote speakers, workshops and more from top lettering artists around the globe.



Background

2024: Midvale contracts with Craft Lake City (CLC) for first joint LetterWest Conference.

2025: Based on the success of that event, Midvale enters into a three-year contract with CLC to produce the event (years 2025, 2026 and 2027).

2026: Based on continued success, the RDA seeks to enter into a new five-year contract with CLC to produce the event until 2032.



THE FIFTH ANNUAL CRAFT LAKE CITY

LETTERWEST

FOR PEOPLE WHO LOVE HAND LETTERING

EVENT RECAP

📍 MIDVALE, UT

APRIL 10-11, 2026

craft lake city **MIDVALE MAIN**
ARTS & CULTURE DISTRICT

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THE FIFTH ANNUAL CRAFT LAKE CITY

LETTERWEST

FOR PEOPLE WHO LOVE HAND LETTERING

CRAFT LAKE CITY **MIDVALE MAIN**
ARTS & CULTURE DISTRICT



About the Event

The Fifth Annual Craft Lake City LetterWest took place April 9–11, 2026 across the Midvale Main Arts & Culture District.

Conference events spanned 10+ venues including the Midvale Performing Arts Center, The Pearl on Main, OneApp, The Conversation SLC, Lucid Studios Tattoo, Old Towne Tavern and Staybridge Suites.

This was the third year Craft Lake City partnered with Midvale City to produce LetterWest.

LetterWest 2026 At a Glance

103 Conference Attendees +14% from 2025	30% From Outside Utah Destination event	99% Outside Midvale City Regional draw
6 Presenters 4 national and 2 local to Utah	13 Midvale Partners Across Midvale	1267 Total Attendance Across all activities



CRAFT LAKE CITY **MIDVALE MAIN**
ARTS & CULTURE DISTRICT

New Events at LetterWest 2026!



The Craft Lake City Night Market At LetterWest

Presented By Tres Gatos Coffee

Friday April 10, 6-9 p.m. at The Conversation SLC. Local artisans, live performers, food vendors — a brand new LetterWest tradition celebrating Utah small creators.



Sticker Swap

Hosted by Melissa Esplin · Cactus & Tropicals

Attendees gathered to connect with fellow creatives and trade their favorite sticker designs in the greenhouse atmosphere of Cactus & Tropicals.



LetterWest Meetup

Hosted by Melissa Marzan (The Letter Mermaid) · Old Towne Tavern

LetterWest began Thursday night with a meetup hosted by The Letter Mermaid. Attendees gathered at the Old Towne Tavern to connect, create and get inspired for the weekend.

"I loved the sticker swap because it helped break the ice with many event goers and made me more comfortable approaching them later on! That was a huge win."— Returning attendee, age 35-44

CRAFT LAKE CITY

MIDVALE MAIN
ARTS & CULTURE DISTRICT

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Meet the 2026 Presenters

Jessica Hische
California



Keynote
4 hour Workshop
Panel Discussion
Book Signing

Aaron Draplin
Oregon



Keynote
4 hour Workshop
Panel Discussion
Book Signing

Noel B. Weber
Idaho



2 hour Workshop
Panel Discussion
Book Signing

Jessie Nucifora
New York



2 hour Workshop
Panel Discussion

Letter Queen
Utah



2 hour Workshop
Panel Discussion

Austin Namba
Utah



4 hour Workshop
Panel Discussion

"Every class exceeded my expectations. The quality of the presenters is unmatched. I wasn't familiar with Jessica Hische and felt her keynote speech alone was worth going."— Returning attendee (3 years), age 45-64

CRAFT LAKE CITY

MIDVALE MAIN
ARTS & CULTURE DISTRICT

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2026 Keynotes and Panel

JESSICA HISCHE KEYNOTE



"Creativity in the Age of AI"

Presented By XYZ Type · Friday · The Pearl on Main · 8:50–9:50 AM

Renowned lettering artist, type designer & award-winning author. Jessica Hische's talk explored evolving her creative process alongside the rise of AI.

AARON DRAPLIN KEYNOTE



"An Update from the Front Lines of Cutthroat Contemporary Graphic Design"

Draplin Design Co. · Saturday · Midvale Performing Arts Center · 6:00–6:45 PM

Legendary graphic designer, Aaron Draplin, known for bold, iconic logos. Shared insights on client relationships, family and his design process.

PANEL DISCUSSION



"How to Stay True to Your Craft in an Ever Changing Landscape"

Moderated by Jordyn Gleason · Friday · Midvale Performing Arts Center · 3:30–4:30 PM

Local designer Jordyn Gleason moderated a panel with all six Letterwest presenters, discussing how to stay true to your craft in an ever-changing landscape — touching on retirement, finding your style, and navigating AI.

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Workshop Block 1

"The Jessie Nucifora session was great. It was a good combo of history, instruction, and practice."— Attendee, age 45–64

"History of Script through Print" with Letter Queen



45 Attendees

Friday, April 10 · Midvale Performing Arts Center · 1:00–3:00 PM

Attendees explored the history of script lettering from the 1720s–1920s through prints, ephemera, and surprise activities from Skyler's extensive historical lettering collection.

"Traditional Tattoo Lettering" with Jessie Nucifora



39 Attendees

Friday, April 10 · The Pearl on Main · 1:00–3:00 PM

Attendees learned pike lettering, Old English, and a clean monoline script, while Jessie covered composition, banners, flash sheets, and "spitshading" to add depth—expanding skills for tattoos, art, and personal projects.

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Workshop Block 2

"Aaron's Analog Approach: Action, Affirmation and Awesomeness" with Aaron Draplin Presented By Draplin Design Co and Field Notes



39 Attendees

Saturday, April 11 • The Pearl on Main • 8:00 AM-12:00PM

Participants unplugged for an afternoon of analog creativity with Draplin Design Co., exploring ideas on paper and watching concepts move from sketch to screen with tips from both analog and digital workflows.

"I loved that there was something for many different aspects of design/lettering. I learned new skills that I am excited to expand on. I haven't been this excited about design in a little while." — Attendee, age 25-34

"Intro to Sign Painting" with Austin Namba



50 Attendees | SOLD OUT!

Saturday, April 11 • The Conversation SLC • 8:00 AM-12:00PM

Participants joined Austin Namba for a hands-on sign painting workshop, learning traditional tools, creating designs, and producing polished signs—leaving with new skills and expert tips.

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MIDVALE MAIN
ARTS & CULTURE DISTRICT

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Workshop Block 3

"Sketch to Sign: 3D Lettering" with Noel B. Weber



22 Attendees | SOLD OUT!

Saturday, April 11 • The Pearl on Main • 1:30 PM-5:30PM

Noel B. Weber led a four-hour workshop on painting gilded glass signs, where participants created their own panels using his custom-mixed paints. Along the way, he shared stories and insights from his career, and attendees left with a finished piece and a deeper appreciation for the craft.

"Linocut Lettering" with Jessica Hische



65 Attendees

Saturday, April 11 • The Conversation SLC • 1:30 PM-5:30PM

Participants learned to create, carve, and print custom letter designs with Jessica Hische, exploring linocut techniques and producing small edition prints in a fun, hands-on workshop.

CRAFT LAKE CITY

MIDVALE MAIN
ARTS & CULTURE DISTRICT

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LetterWest Lounge Presented By COPIC®

About the Lounge

Located inside OneApp

Open to the public

Central hub for attendees
Complimentary coffee from Tres Gatos Coffee

Community art project
Attendee goodie bags presented by COPIC

Open Thurs, Fri and Sat



COPIC at LetterWest

Copic joined LetterWest for the first time as our Attendee Experience Presenting Sponsor, enhancing the event at every turn. As the title sponsor of the LetterWest Lounge and attendee goodie bags, they also provided ACREA pen samples for a hands-on sticker activity featuring designs by Jessie Nucifora, and supplied pens for presenters during the book signing—adding thoughtful, creative touches throughout the experience.

CRAFT LAKE CITY

MIDVALE MAIN
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LetterWest Lounge Presented By COPIC®



Paper & Ink Arts Pop-up Calligraphy Supply Shop

Paper & Ink Arts returned from Nashville for their second year, bringing their calligraphy supply pop-up shop open to the public! Guests browsed and demoed specialty pens, papers, paints, and lettering accessories.



LetterForm Archive Pop Up Exhibition

Letterform Archive, a nonprofit museum from San Francisco, joined us to showcase historic lettering and offer products from books to blankets celebrating hand-lettering.



Book Signings

Special lounge book signings with Jessica Hische, Noel Weber, and Aaron Draplin let guests meet the artists, get books signed and learn from their expertise.

"The pop-up shops from Paper and Ink, Aaron Draplin, and Letterform Archive made my bank account much smaller but my happiness and inspiration much bigger." — First-time attendee, age 35–44

CRAFT LAKE CITY

MIDVALE MAIN
ARTS & CULTURE DISTRICT

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Even More Activities

Community Art Projects

Friday & Saturday • Midvale City Hall

A casual, creative space open to attendees and the public at Midvale City Hall and the LetterWest Lounge. Guests contributed to a shared artwork, creating a collaborative piece that reflected the community's creativity. Designed by local artisan Pauline "Muffin" Grayson.



Food Truck Plaza

Friday & Saturday • Midvale City Hall

Food trucks were available to attendees and the public all weekend at the new Midvale City Hall Food Truck Plaza, featuring local favorites Delicius, Utah Killer Dogs, Traveling Tom's, and KIN KAO THAI.



CRAFT LAKE CITY

MIDVALE MAIN
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Even More Activities

Open Draw

Friday & Saturday • Staybridge Suites

Creativity continued after hours at Open Draw sessions, hosted by lettering artisans Frances Goucan (Friday) and Christy Town (Saturday) for LetterWest attendees. Guests brought projects from the day's workshops, connected with fellow creatives, and kept lettering in a relaxed, informal setting.



After Party

Saturday • Lucid Studios Tattoo

LetterWest closed with an official afterparty at Lucid Studios Tattoo, featuring presenter-designed tattoo flash, beverages, food trucks, networking, and free live screen printing by Utah Shirt Company. The high-energy event brought creatives together and was also open to the public with an additional ticket.



CRAFT LAKE CITY

MIDVALE MAIN
ARTS & CULTURE DISTRICT

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The Craft Lake City Night Market

Presented By



58

Artisans

29

Performers

18

Foodies

1000

Attendees

About the Night Market at LetterWest

A free, one-night community market featuring handcrafted goods from local Utah artisans, vintage finds, craft food, food trucks, and live performances. Despite it being the first year, attendance was high with crowds coming out to support Utah's small creative community.

"I had such a great time being part of the Night Market, and I have to say Craft Lake City truly has the best staff and customers. My husband has helped me at several markets in the past, and he was super impressed by how smooth and organized the event setup and load-in process was. Thank you all for giving small businesses like ours the opportunity to share our work." - Night Market Artisan

Craft Lake City



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Community Impact & Outreach

8

Scholarships Awarded

\$2,800 Total Scholarship Value

24

Volunteers

205 total volunteer hours

9

Activities Open to the public

8 of the 9 activities were free to the public!

3rd Yr

Partnering with Midvale City

Growing the district together



120

Artisans Involved

Contributing to Night Market and LetterWest

Craft Lake City



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Thank you to all who made LetterWest 2026 possible!

Presenting Sponsors

Midvale City · COPIC Markers · BLICK Art Materials · Tres Gatos Coffee · XYZ Type · Draplin Design Co. & Field Notes · Paper & Ink Arts (Nashville) · Letterform Archive (San Francisco)

Artisans

Jessica Hische, Noel B Weber, Aaron Draplin, Letter Queen, Austin Namba, Jessie Nucifora, Ximena Jimenez · Bryson Arnold · Paulina Grayson · Lauren Osborne · Hayley Francis · Melissa Esplin · Melissa Marzan (The Letter Mermaid) · True Hand Society · Christie Town · Frances Gocuan · Jordyn Gleason

Year-Round Grantors

George S & Dolores Doré Eccles Foundation · Zoo Arts & Parks (ZAP) · Utah Division of Arts & Museums · Sorenson Legacy Foundation · Salt Lake City Arts Council

Staff and Volunteers

Angela H. Brown, Tiana Young, Ashley Osborne, Seurette Relyea, Andy Fletcher, Clara Curtis, Jeremy Johnson, John Ford, Jandro Hickmon, Patrick Lindberg, Cal Tucker, Josh Rawley, Angela Garcia, Indi Martini-Tejeda, Zaya Johnson, Ben Trentelman, Brent Landes, Diego Andion, Ethan Clewell, Gilbert Cisneros, Lily Rutherford, Logan Sorenson, Roberto Valdez, Mindy Estanol, Ariana Lopez, Brina McCall, Sydney DeJong, Kyle Cox, Valerie Hosteenez, Jordan Juarez, Laura Gaddie, Penny Maranville, Shanna Futral, Marvi Blandon, Olivia Knudsen, Milo Cazier, Peter Tran, Haley Collier, Nick Stagge, Anna Rose Johnson, Lucia Murdock, Daniel Pipkin, Jesse Hurlbut, Paige Acevedo

CRAFT LAKE CITY

MIDVALE MAIN
ARTS & CULTURE DISTRICT

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"Friends forever!!! I learned so much about this community and I LOVED IT."

— Presenter

"I got to meet and talk about letters and life and creativity with two of my design icons and I am STILL riding the high from that... I also went into the conference feeling somewhat intimidated and nervous that I'd feel like an impostor, but I definitely felt like I deserved to be there."

— First-time attendee, age 35–44

"I'm still bursting with creativity created at LetterWest. Can't wait to see you all next year!"

— Returning attendee (4 years), age 35–44

See You at LetterWest 2027!

letterwest@craftlakecity.com · @letter_west · @craftlakecity · craftlakecity.com

CRAFT LAKE CITY
MIDVALE MAIN
ARTS & CULTURE DISTRICT

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Contract Changes

- **Term:** 5 years as opposed to 1-3 years.
- **Amount:** 3% Annual Increase
 - **2028:** \$56,650
 - **2029:** \$58,350
 - **2030:** \$60,100
 - **2031:** \$61,903
 - **2032:** \$63,760

Craft Lake City

- Event Planning & Management
- Marketing & Promotion
- Registration & Ticketing
- Community Engagement
 - Provide free activity / event for the Midvale Community
- Post-Event Evaluation & Reporting

5% of gross ticket sales paid to RDA post-event.

Midvale RDA

- Budget
- Communication & Collaboration
- Contract Oversight
- Reporting Evaluation
- Stakeholder Engagement

Angela H. Brown, Executive Director of Craft Lake City, thanked the Midvale staff that works with Craft Lake City. She presented what Craft Lake City and LetterWest has coming up for future events. She said that 99 percent of attendees of the 2026 LetterWest conference came from outside Midvale City and 30 percent came from outside of Utah. Once people experience Midvale City and Utah they want to come back. Conference attendance was up 14 percent in 2026 compared to 2025. They

successfully introduced a Night Market in 2026 and will continue it in 2027. She recapped the last few years of LetterWest and gave an overview of what is planned for next year and beyond.

Moira Gray said the term of this agreement is for 5 years with a 3 percent increase in what the city is paying them to put on the LetterWest event.

Chair Gettel asked if there was a way to track the economic impact for Main Street businesses.

Moira Gray said she liked that suggestion. She has heard anecdotally that the event is helpful for sales and business referrals but getting some data would be helpful in the future.

VI. ADJOURN

MOTION: Board Member Heidi Robinson MOVED to adjourn the meeting and move into City Council meeting. The motion was SECONDED by Board Member Bonnie Billings. Chair Gettel called for discussion on the motion. There being none he called for a vote. The motion passed unanimously.

The meeting adjourned at 6:23 p.m.

Rori L. Andreason, MMC
City Recorder

Approved August 18, 2026.



REDEVELOPMENT AGENCY OF MIDVALE SUMMARY REPORT

Meeting Date: August 18, 2026

SUBJECT:

Consider Resolution No. 2026-21RDA Providing Approval to Enter Into a Five-Year Contract with Craft Lake City to Produce the Annual LetterWest Conference

SUBMITTED BY:

Kate Andrus, RDA Director

SUMMARY:

In 2024, the Redevelopment Agency contracted with Craft Lake City to produce LetterWest, a hand lettering conference. Following the success of that event, the Redevelopment Agency entered into a three-year agreement with Craft Lake City to continue producing LetterWest in 2025, 2026, and 2027. On July 21, 2026, staff presented a proposal to the RDA Board to extend the partnership through 2032. Based on the continued success of the conference, the Redevelopment Agency now seeks to enter into a five-year agreement with Craft Lake City to continue supporting LetterWest.

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.

RECOMMENDED MOTION:

"I move that we pass Resolution No. 2026-21RDA Providing Approval to Enter Into a Five-Year Contract with Craft Lake City to Produce the Annual LetterWest Conference."

ATTACHMENTS:

Resolution 2026-21RDA
Art Conference Services Agreement

**THE REDEVELOPMENT AGENCY OF MIDVALE CITY
RESOLUTION NO. 2026-21RDA**

**A RESOLUTION PROVIDING APPROVAL TO ENTER INTO A FIVE-YEAR
CONTRACT WITH CRAFT LAKE CITY TO PRODUCE THE ANNUAL
LETTERWEST CONFERENCE**

WHEREAS, on November 13, 2023, the Redevelopment Agency of Midvale City (Agency) entered into a service agreement with Craft Lake City (Contractor) to produce the LetterWest Conference within the Midvale Main Arts & Culture District; and

WHEREAS, based on the success of the 2024 LetterWest event the Agency entered into a three-year agreement with the Contractor to produce LetterWest for an additional three (3) years; and

WHEREAS, based on the continued success and growth of LetterWest the Agency seeks to enter into an agreement with the Contractor to produce the event for an additional five (5) years; 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 and economic landscape within the Midvale Main Arts & Culture District; and

NOW, THEREFORE BE IT RESOLVED the Redevelopment Agency of Midvale City authorizing the Chief Executive Officer to sign the Arts Conference Service Agreement between the Agency and Craft Lake City.

PASSED AND APPROVED this 18th day of August, 2026.

By: _____
Dustin Gettel, Chief Administrative Officer

ATTEST:

Rori L. Andreason, MMC
Secretary

Voting by the Agency Board	“Aye”	“Nay”
Denece Mikolash	_____	_____
Paul Glover	_____	_____
Bonnie Billings	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____

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 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. 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 \$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 each art 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

Redevelopment Agency of Midvale City
Attn: Contract Analyst
7505 S. Holden Street
Midvale, UT 84047

Contractor

Craft Lake City
Attn: Angela H. Brown
230 S 500 W STE 125
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

Dustin Gettel
Chief Administrative Officer

ATTEST:

Rori L. Andreason, MMC
Secretary

CONTRACTOR

Angela H. Brown, Executive Director