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

REDEVELOPMENT AGENCY OF MIDVALE CITY
MEETING AGENDA
September 15, 2026

Public Notice Is Hereby Given that the **Redevelopment Agency of Midvale City** will hold an electronic and in-person meeting on **September 15, 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 September 14, 2026.**

The meeting will be broadcast on **YouTube (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 September 1, 2026 — ***[Rori Andreason, HR Director/City Recorder]***

IV. ACTION ITEMS

A. Consider **Resolution No. 2026-23RDA** Approving the Midvale Main Street Trick-or-Treat Decoration Grant Program — ***[Moira Gray, Economic Development/RDA Project Manager]***

B. Consider **Resolution No. 2026-24RDA** Approving the Property Lease Agreement with Craft Lake City for Hosting Curated Workshops in the Art

House — ***[Aubrey Christensen, Redevelopment Agency Program Manager]***

C. Consider **Resolution No. 2026-25RDA** Approving the Term Sheet for a Business Loan Agreement between the Redevelopment Agency of Midvale City and Post Exchange, LLC dba The Vale — ***[Aubrey Christensen, Redevelopment Agency Program 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: September 10, 2026

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

REDEVELOPMENT AGENCY MEETING
Minutes
Tuesday September 1, 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; 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; Chief April Morse, UPD; and Matt Pierce, IT Director.

Chair Gettel called the meeting to order at 8:12 p.m.

I. GENERAL BUSINESS

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

II. PUBLIC COMMENTS

There was no one who desired to speak.

III. CONSENT

A. CONSIDER MINUTES OF AUGUST 18, 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. 2026-22RDA AUTHORIZING THE CHIEF ADMINISTRATIVEOFFICER TO EXECUTE AN AGREEMENT SUBORDINATING THE DEED OF TRUST HELD BY THERE DEVELOPMENT AGENCY OF MIDVALE CITY FOR MIDVALE MAIN PARTNERS II LLC INFAVOR OF A DEED OF TRUST HELD BY ZIONS BANK

Kate Andrus said on June 27, 2024, the Redevelopment Agency of Midvale City (RDA) executed a Loan Agreement, Promissory Note, and Security Agreement ("Loan Agreement") with Midvale Main Partners II LLC ("Borrower") for an adaptive reuse loan in the amount of $250,000 for the building located at 7696 S. Main Street, Midvale, Utah 84047.

Pursuant to the terms of the Loan Agreement, the RDA recorded a Deed of Trust against the collateral property located at 7696 S. Main Street, Midvale, Utah 84047. At present, the RDA holds a first-lien position on the property.

The Borrower is seeking a commercial equity loan from Zions Bank in the amount of $1,290,000. As a condition of the loan, Zions Bank ("Lender") has requested a first-lien position on the property.

Accordingly, Zions Bank and the Borrower have requested that the RDA execute a Subordination Agreement that would subordinate the RDA's Deed of Trust to the Deed of Trust held by Zions Bank, thereby placing the RDA's lien in a second-lien position. The primary purpose of the Subordination Agreement is to establish Zions Bank's loan as the senior lien on the property. In the event of a foreclosure, bankruptcy, or other proceeding affecting the property, Zions Bank would have first-lien priority over the RDA's Deed of Trust

The key terms of the agreement include:

- Zions Bank will hold the first-position deed of trust securing a loan of up to $1.29 million.
- The RDA's existing $250,000 loan will remain secured by a second-position deed of trust.
- The RDA's subordination is limited to the specific Zions loan identified in the agreement.
- The senior debt is capped at $1.29 million, including any renewals, extensions, or refinancings.
- Material changes to the Zions loan require the RDA's prior written consent.
- The RDA and Zions must provide notice of borrower defaults, and each has the right to cure a default.

- The two Midvale Main Street Façade Improvement Program easements are expressly excluded from the agreement and remain in full force and effect.

RDA staff is comfortable allowing Zions Bank to obtain a first-lien position as part of this financing transaction. This recommendation is based on the substantial equity currently available in the collateral property. According to the Salt Lake County Assessor, the property has a current assessed value of approximately **$2,173,300**, which exceeds the combined debt secured by the property, including the proposed commercial equity loan. Therefore, in order to facilitate the commercial equity loan, the RDA will need to execute the proposed Subordination Agreement.

FISCAL IMPACT:

This agreement does not affect the original loan amount of $250,000 provided by the RDA. The RDA's lien will become subordinate to the lien held by Zions Bank. However, the collateral property has a current assessed value of approximately $2,173,300, according to the Salt Lake County Assessor. Staff believe there is sufficient equity in the property to adequately secure both the proposed Zions Bank loan and the RDA's outstanding loan balance.

Background

- The Agency entered into a Loan Agreement, Promissory Note, and Security Agreement with Midvale Main Partners II LLC on June 27, 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 7696 S. Main Street, Midvale, Utah 84047
- The RDA holds a first Position Lien on the Property.

Subordination

- Midvale Main Partners II LLC is seeking a $1,290,000 commercial Equity Loan from Zions Bank.
- To proceed, Zions Bank requires first-position lien status before funding the loan.
- To facilitate the financing, the Redevelopment Agency of Midvale City must enter into a subordination agreement.

Key Terms

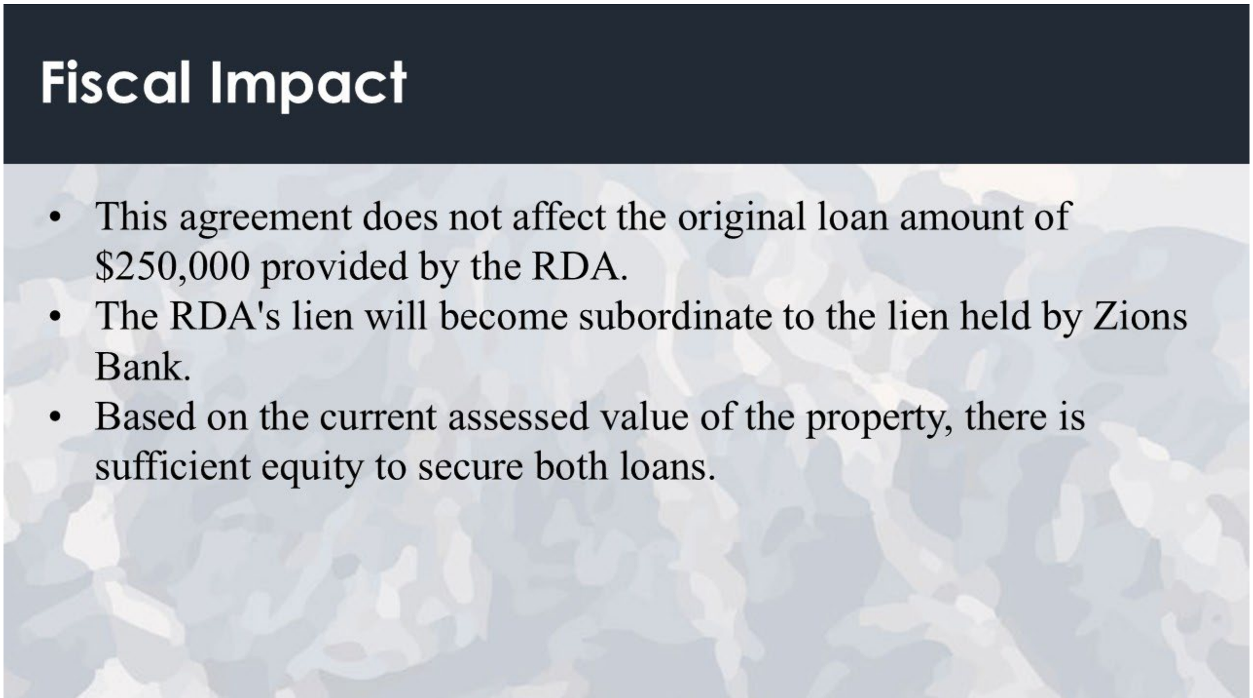
- Zions Bank will hold the first-position deed of trust securing a loan of up to $1.29 million.
- The RDA's existing $250,000 loan will remain secured by a second-position deed of trust.
- The RDA's subordination applies only to the identified loan.
- Zion's senior debt is capped at $1.29 million, including any renewals, extensions, or refinancings.
- Material changes require RDA written consent.
- Default Notices will be provided to both Lenders, and each has the right to cure a default.
- The two Midvale Main Street Façade Improvement Program easements are expressly excluded from the agreement and remain in full force and effect.

Staff Recommendation

Staff supports the requested subordination based on:

Property's equity position and the contractual protections provided to the RDA

- Assessed Property Value: $2,173,300
- Total Secured Debt: $1,540,000 ($1.29M Zions + $250K RDA)
- Estimated Equity Cushion: Approx $633,300



Board Member Bryant Brown and Board Member Paul Glover asked what Midvale will be getting out of this change.

Kate Andrus said she doesn't know what the money will be used for, but it wouldn't be used for a Midvale Main project.

Board Member Paul Glover said he doesn't think the request makes sense and that concerns him.

There was some back and forth discussion amongst the Board Members and staff.

MOTION: **Board Member Heidi Robinson MOVED to suspend the rules and adopt Resolution No. 2026-22RDA authorizing the Chief Administrative Officer to execute an Agreement Subordinating the Deed of Trust held by the Redevelopment Agency of Midvale City for Midvale Main Partners II LLC in favor of a Deed of Trust held by Zions Bank." 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	**No**
Board Member Denece Mikolash	**Aye**
Board Member Paul Glover	**No**
Board Member Bonnie Billings	**Aye**
Board Member Heidi Robinson	**Aye**

The motion passed 3-2 in favor.

V. DISCUSSION ITEMS:

A. DISCUSSION REGARDING THE PROPERTY LEASE AGREEMENT WITH CRAFT LAKE CITY FOR HOSTING CURATED WORKSHOPS IN THE ART HOUSE

Kate Andrus said the Agency has reached out to a popular local partner, Craft Lake City, to initiate exciting new programming in the Midvale Main Art House. In the past, Craft Lake City approached the Redevelopment Agency looking for a creative space to host their curated workshops. At the time, the Art House was being leased by six resident artists and there was no room for overlap. Currently, there is only one resident artist activating the space, creating a great opportunity for new collaboration.

Craft Lake City is currently in the process of curating twelve (12) unique workshops to host at the Art House. Based on the tentative schedule provided, there will be a workshop once a month throughout the duration of the year 2027. Each workshop will draw the community to Midvale Main in a different way. They will focus on teaching new skills, demonstrating unique techniques, and engaging the public with fresh, creative opportunities.

Staff concluded that this new activation, hosted by a highly popular local partner, will help bring vibrant foot traffic to the street. As a prominent art-centered organization, Craft Lake City will help continue to establish and grow the Arts & Culture District here on Midvale Main.

The Agency is proposing to lease the Midvale Main Art House at no cost to Craft Lake City to maximize this community impact. The new workshops will initiate in January 2027. Midvale City Staff and Craft Lake City will work together closely to activate and promote the Art House as an engaging, landmark community art space.

Art House Activation

- Agency staff is proposing to program the Art House with workshops.
- These workshops will:
  - Teach new skills and creative techniques
  - Provide hands-on, project-based experiences
  - Engage residents and visitors
  - Create recurring reasons to visit Midvale Main
  - Strengthen Art House identity as a landmark community art space

Craft Lake City Local Partner

- Host of Annual LetterWest Conference on Midvale Main.
- Collaborator on other projects such as helping reach out to potential vendors.
- Well-established, art-centered company that will help to draw more artists to the street.

Proposed Lease Terms

Terms:

- 1-year lease agreement (Jan-Dec 2027)
- $1,000 deposit (to cover possible damages)
- 1 workshop per month OR 12 workshops total
- Termination allowed at any point
- Craft Lake City is responsible for curating, managing, and hosting all workshops

Workshop Series Approach

Workshops would generally be project-based and accessible to beginners, with a priority that every attendee leaves with a completed, tangible project they have created during the workshop.

The following ideas are a starting point, and Craft Lake City is happy to develop additional workshops based on Art House's audience, space, and programming goals.

Tentative Workshop Ideas

- Past Workshop Examples
  - Handmade Leather Book Covers
  - Embroidered Patchmaking
  - Ornamental Penmanship
  - Origami Bouquets
  - Perfume eMixology
  - Fossil Printmaking
  - Visible Mending on Knits
  - Travel Notebook Binding

- New Workshop Ideas
  - Kintsugi
    - Exploring the art of repairing ceramics while highlighting the beauty of repair.
  - Chainmail
    - Basic chainmail techniques creating small wearable or decorative pieces.
  - Zine-Making
    - Creating small self published zine using writing, illustration, collage, or photography.
  - Macrame Plant Hangers

Tentative Workshop Dates

Month	Date 2027	Workshop
January	14th	Kintsugi: PENDING
February	11th	TBD
March	11th	TBD
April	8th	Macrame plant hangers: PENDING
May	7th	Participant Mixer
	27th	LetterWest Mixer
	28th	LetterWest Workshop
	29th	LetterWest Workshop
June	10th	TBD
July	8th	TBD
August	26th	TBD
September	9th	Chainmail: PENDING
October	21st	TBD
November	11th	TBD
December	16th	TBD

Chair Dustin Gettel asked how this would affect the current tenant at the Art House.

Kate Andrus said the tenant is onboard with the plan.

B. DISCUSSION REGARDING THE TERM SHEET FOR A BUSINESS LOAN AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF MIDVALE CITY AND POST EXCHANGE, LLC DBA THE VALE.

Kate Andrus said the Agency has received a business loan request from Post Exchange LLC dba The Vale, a local wine and cocktail lounge, for the maximum amount of $250,000. The Loan Committee has reviewed and evaluated the loan application based on program guidelines and criteria and determined that the applicant has met the required threshold for consideration. As the loan request exceeds $25,000, the terms of the loan agreement are being presented to the RDA Board for discussion and eventual final approval.

The Vale has applied for a loan to complete necessary improvements to the building located at 7584 Main Street, enabling it to function as a bar with a simple kitchen. The use of funds includes tenant build out, purchasing equipment, fixtures, furniture, pre-opening/soft costs, as well as signage and branding.

Staff review concluded that the application exceeded the minimum requirements to request the full amount of the loan. As a desired business type for Midvale Main, the funds will help to draw in more foot traffic to the street and provide more business opportunities for both the existing and new businesses within the area.

In conclusion, the loan application for the Vale received strong scores from the committee regarding the Public Benefit Criteria in the following area:

1) Economic Impact
2) Public Amenities
3) Beautification
4) Street Activation

These scores qualify the applicant for a 0% interest incentive.

Based on these findings, Agency Staff and the loan committee recommend approving the full amount of the loan for $250,000 to The Vale, with the terms attached in the Term Sheet. This recommendation is made based on a comprehensive review of the supporting documents provided by the applicant regarding the business plan and financial stability. Loan authorization will be contingent upon the legal review of the Term Sheet, which will be brought back to the Board for final approval.

FISCAL IMPACT:

The FY27 program budget is $1 million to be utilized for individual loans. If approved, the RDA will provide a $250,000 loan to The Vale. This will bring the current overall FY27 budget for the Revolving Loan Program to $750,000 to be loaned to additional projects throughout the 2027 Fiscal Year.

Redevelopment Agency of Midvale City

Revolving Loan Program-
The Vale Discussion

The Vale- 7584 S. Main Street

- The Post Exchange LLC applied for a $250,000 loan to finance tenant improvements, furniture, equipment and initial operating expenses to bring The Vale to Midvale Main
- The Vale is a classy-but-approachable neighborhood bar. It will be a meeting space for friends and family to unwind, celebrate, or simply hang out.
- The Vale will be owned and operated by an experienced ownership group with nearly two decades of industry expertise and a history of successful bar operations, including Good Grammar and Melancholy Wine & Spirits.

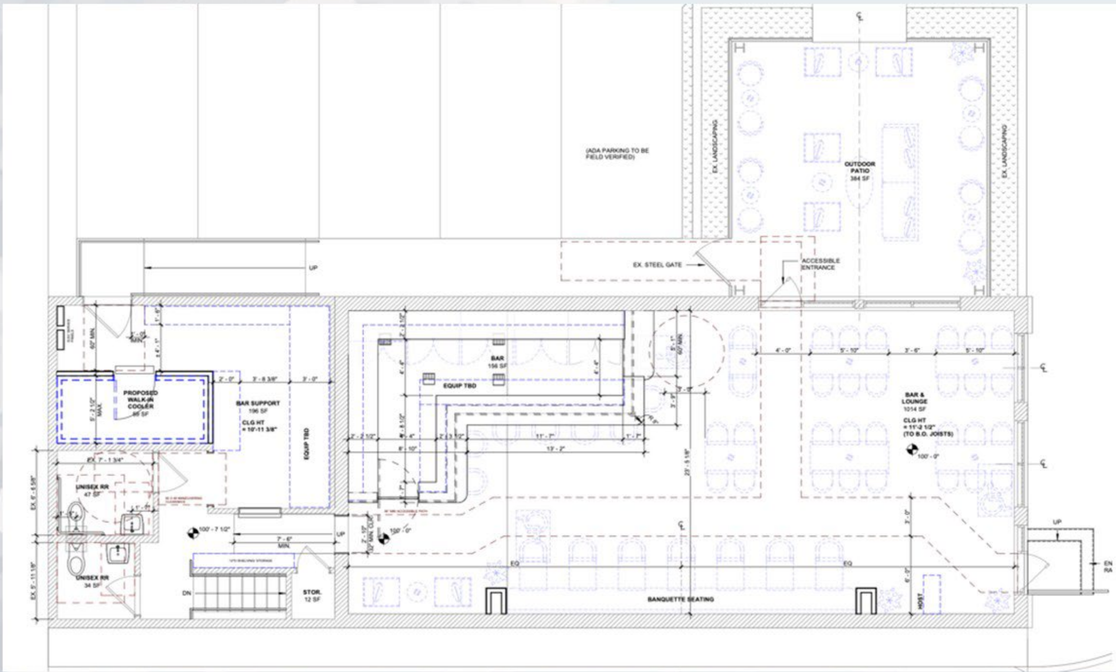
Draft Term Sheet

- $250,000 loan
- 0% interest rate
- 7-year loan
- First Payment Date:
  - First day of the first full month following the opening of the business or February 1, 2027
- 100% of the requested loan amount is covered by collateral.

Business Plan

- Grand Opening Goal:
  - February 2027
- Open 7 days a week
  - Mon-Sun: Midday – 10 PM
  - Possible extended weekend hours until 1:00 AM
- Job Creation:
  - 13-16 positions
  - Mix of full-time and part-time

- Year-round patio activation
- Recurring neighborhood gatherings and community events
- Game-day and cultural watch parties
- The constantly refreshed tap list and seasonal cocktail menu



Business Plan

Business Plan

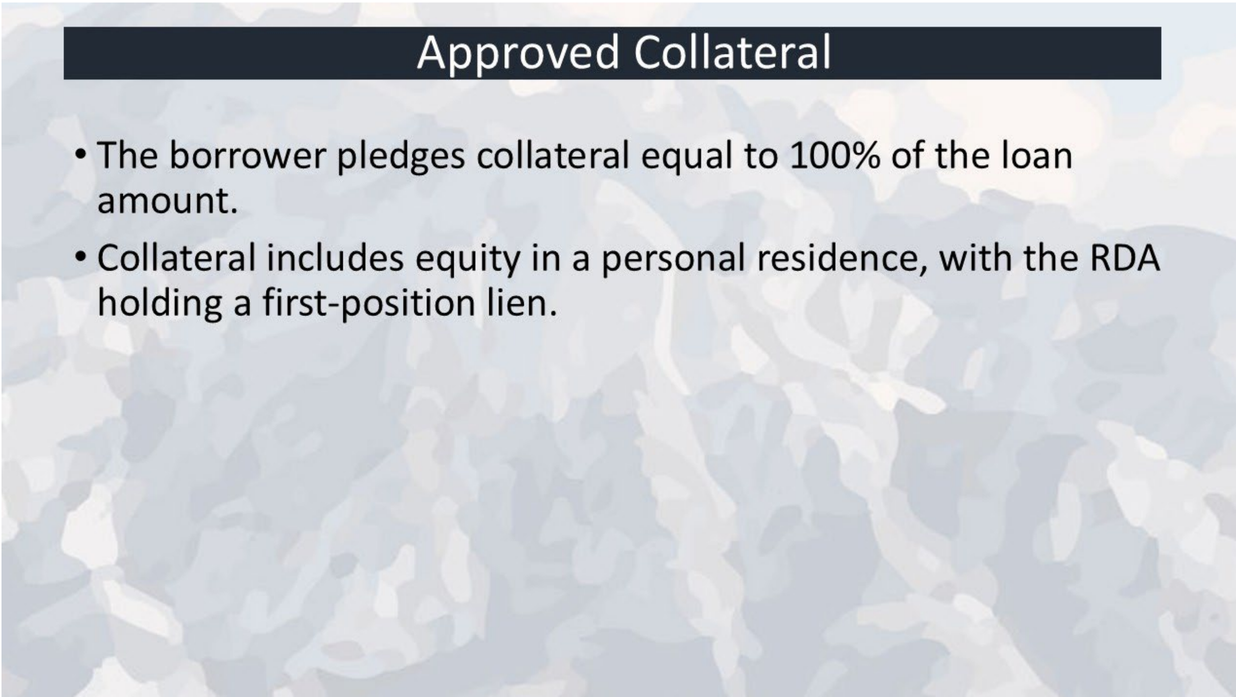
Craft cocktails — the centerpiece: a focused, seasonally evolving menu of well-executed classics and original creations.

Wine — an approachable, well-curated by-the-glass and bottle list spanning easy crowd-pleasers.

Twelve rotating draft lines — the program is curated to keep neighborhood favorites on permanently while rotating in fun, new, and local selections.

Non-Alcoholic — A curated selection of N/A mocktails, wine and beer.

Food — The Vale serves genuinely good food. The menu centers on pressed sandwiches, salads, and cold shareables, the kind of food that pairs naturally with cocktails and keeps guests comfortable and lingering longer.



Natalie Hamilton, The Vale, said the company is a woman owned company. They have been looking for a space for a year and they like the vibe in Midvale. The space is the original space they were looking at.

Board Member Heidi Robinson asked if the 6 month timeline is enough time.

Natalie Hamilton said yes.

VII. <u>ADJOURN</u>

MOTION: **Board Member Paul Glover MOVED to adjourn the RDA and reopen City Council 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 8:54 p.m.

____
Rori L. Andreason, MMC
City Recorder

Approved September 15, 2026.

REDEVELOPMENT AGENCY OF MIDVALE
SUMMARY REPORT

Meeting Date: September 15, 2026

SUBJECT:

Consider Resolution No. 2026-23RDA Approving the Midvale Main Street Trick-or-Treat Decoration Grant Program

SUBMITTED BY:

Moira Gray, Economic Development & RDA Project Manager

SUMMARY:

This grant would provide up to $50 to business and property owners on Midvale Main Street to support the decoration of the Main Street facing windows, facades, sidewalks, alleys, etc. during the Trick-or-Treat on Main Street event on October 24, 2026. The funding will be on a reimbursement basis, and can be used for materials, supplies, art, and decorations.

Eligible Applicants:

- Applicants must be owners or tenants of real property located within the area of Midvale Main Street that will be closed for the Trick-or-Treat event.

Eligible Uses of Funds:

- Materials and supplies
- Art and decorations

Terms:

- Reimbursement basis
- Maximum grant award of $50.00

FISCAL IMPACT:

Staff request a budget of $700 for the program, which will come out of the Midvale Main Street Events and Promotion budget.

RECOMMENDED MOTION:

"I move that we suspend the rules* and pass Resolution No. 2026-23RDA approving the Midvale Main Street Trick-or-Treat Decoration Grant Program.”

*Suspending the rules is necessary in order to process applications in time to bring them back to the RDA Board in October.

ATTACHMENTS:

Resolution 2026-23RDA
Midvale Main Street Trick-or-Treat Decoration Grant Program Outline
Agreement for the Award of Grant Under the Midvale Main Street Trick-or-Treat Decoration Grant Program

THE REDEVELOPMENT AGENCY OF MIDVALE CITY
RESOLUTION NO. 2026-23RDA

A RESOLUTION APPROVING THE TRICK-OR-TREAT DECORATION GRANT 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, the Agency has an annual Trick-or-Treat on Main Street event, and intends to launch the Midvale Main Street Halloween Decoration Grant Program (the "Program") to support the activation of the Midvale Main Street Project Area; and

WHEREAS, the Agency believes that the grant program will support the event and 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 approves the Trick-or-Treat Decoration Grant Program.

PASSED AND APPROVED this 15th day of September, 2026.

By: ______________________________________
Dustin Gettel, Chief Administrative Officer

ATTEST:

____
Rori L. Andreason, MMC
Secretary

Voting by the City Council	"Aye"	"Nay"
Denece Mikolash	_______	_______
Paul Glover	_______	_______
Bonnie Billings	_______	_______

Heidi Robinson	_______	_______
Bryant Brown	_______	_______

Midvale Main Street Trick-or-Treat Decoration Grant

Purpose

The purpose of the Midvale Main Street Trick-or-Treat Decoration Grant is to provide financial assistance to building owners and tenants on Midvale Main Street for the decoration of their Main-Street-Facing windows, facades, and sidewalks during the annual Trick or Treat on Main Street Event. Applicants are limited to businesses and tenants with buildings directly on and facing Midvale Main Street, within the boundaries of where the event will be taking place.

Funding

Funding for this program will be allocated through the Redevelopment Agency of Midvale City ("RDA") budget. Funding is distributed post-performance on a reimbursement basis. Reimbursement is available up to a maximum of $50.00.

Applicant Eligibility

- Applicants must be owners or tenants of real property located along the portion of Midvale Main Street that is being closed for the event: between W Main Street (City Hall) and Center Street.
- Property owners' property tax payments must be current.
- Business owners and non-profit organizations must hold a valid business license issued by Midvale City.
- Applicant must be in good financial standing with Midvale City and the Redevelopment Agency.

Eligible Uses of Funds

Eligible uses of funds can include, but are not limited to:

- Materials and supplies
- Art and decorations

- Decorations must be used for publicly-accessible areas of the event. Examples include:
  - Building Facade
  - Building Entryway
  - Side Alley
  - Table on Main Street

Ineligible Uses of Funds Include:

- Staffing expenses

Terms

- Maximum grant award of $50.00.
- Grant awards are provided as reimbursement.
- Midvale City and the RDA assume no liability for any damage done to any property or person as a result of the decorations from this grant.

Process

1. Fill out and submit a completed application, which includes a list of potential supplies or the decoration concept.
2. The submitted application will be reviewed by RDA staff for completeness and eligibility.
3. All Decoration Grants shall go before the RDA's Board of Directors for final approval.
4. Once approved by the RDA Board, the applicant must enter into a grant agreement with the RDA.
5. Upon completion of decorating, the applicant shall submit a Reimbursement Request Form and a W9. The Request Form shall be accompanied by billing documentation including invoices, receipts, and photos.
6. The Reimbursement Request Form must be sent to the RDA a *maximum* of thirty (30) days after the Trick-or-Treat on Midvale Main event.

Selection Criteria

- Selection shall be by first-come-first-served basis, based on when a *completed* application is received by the RDA. The deadline to apply is September 25th.
- Business or property owners on Main Street shall receive selection priority if they are involved with the Business Alliance, defined as attending a minimum of three meetings within the past calendar year.

AGREEMENT FOR THE AWARD OF GRANT UNDER THE MIDVALE MAIN STREET TRICK-OR-TREAT DECORATION GRANT PROGRAM

THIS GRANT AGREEMENT ("Agreement") is made and entered into this ________ day of _____________, 202__ by and between _____________________________("Applicant") and the **Redevelopment Agency of Midvale City, a governmental unit organized under the laws of the state of Utah,** ("RDA" or "Agency").

Recitals

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, the Agency has an annual Trick-or-Treat on Main Street event, and intends to launch the Midvale Main Street Halloween Decoration Grant Program (the "Program") to support the activation of the Midvale Main Street Project Area; and

WHEREAS, Grantee is an eligible applicant according to the eligibility criteria listed in the Program and has applied for funding through the Program; and

WHEREAS, Agency staff have reviewed the submitted application attached hereto as **Exhibit A** and incorporated herein, and provides approval; and

WHEREAS, the Agency believes that the funds awarded to the Grantee will enhance the Trick-or-Treat on Main Street event that contributes to the ongoing revitalization of the Midvale Main Street CDA Project Area and the Midvale City Arts and Culture District.

NOW, THEREFORE, in consideration of the mutual promises outlined in this Agreement, the Parties agree as follows:

Grant Agreement

1. Grant Award. The Grantee will receive funding of up to FIFTY DOLLARS ($50.00) for the purposes of decorating a Midvale Main Street facing and publicly accessible window, façade, side alley, or table. Reimbursement will be provided after the event's conclusion, subject to submission and approval of receipts and invoices.

2. Allowable Uses.

    a. Supplies and materials
    b. Art and decorations

3. Effective Date. The date this Agreement is signed by the last Party to sign it (as indicated by the date stated under that Party's signature) will be deemed the effective date of this Agreement.

4. Expenditure Deadline. Grantee agrees to expend funds and have decorations completed by October 24th, 2026 at 11 AM.

5. Event Requirements. Grantee agrees to:

    a. Follow the decoration details as described in the approved grant application. Any significant changes must receive prior written approval from RDA staff.
    b. Use grant funding only for allowable uses.

6. Funding Disbursement. Funding is provided as a reimbursement after the event, upon submission of:

    a. Receipts for materials purchased.

7. Grantee Responsibilities. The Grantee is responsible for:

    a. Compliance with all Midvale City, state, and federal codes and regulations for the event.

8. Indemnification. The Grantee agrees to indemnify, defend, and hold harmless the RDA and its officials, officers, employees, volunteers, and agents from and against all damages, liabilities, and claims (including legal fees) arising from the Grantee's performance under this Agreement. Furthermore, Grantee shall be fully liable for the actions of its agents, officers, partners, and subcontractors, and shall fully indemnify, defend, and save harmless the RDA from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee's performance of this Agreement caused by any act or omission of Grantee, its agents, employees, officers, partners, or subcontractors, without loss, or damage arising hereunder due to the negligence of the RDA.

9. Termination. The RDA reserves the right to terminate this Agreement and withhold grant funds if the Grantee fails to comply with the terms of the Agreement or the grant guidelines. The Grantee may also terminate the Agreement but must notify the RDA in writing one week before the event.

10. Entire Agreement. This Agreement constitutes the entire understanding between the parties and may not be altered except through written amendments agreed upon by both parties.

By signing this Agreement, the Grantee acknowledges that they have read and understood the grant guidelines and agree to adhere to all terms set forth herein.

Grantee Information

Name: ______________________________
Event Name: ______________________________
Event Date: ______________________________
Phone: ______________________________
Email: ______________________________

Signatures

Grantee:
Signature: ______________________________
Date: ______________________________

Redevelopment Agency of Midvale City
Authorized Signature: ______________________________
Date: ______________________________

REDEVELOPMENT AGENCY OF MIDVALE
SUMMARY REPORT

September 15, 2026

SUBJECT: Consider Resolution No. 2026-24RDA Approving the Property Lease Agreement with Craft Lake City for Hosting Curated Workshops in the Art House.

ITEM TYPE: Action

SUBMITTED BY: Aubrey Christensen, RDA Program Manager

SUMMARY:

Craft Lake City is currently in the process of curating twelve (12) unique workshops to host at the Art House. Based on the tentative schedule provided, there will be a workshop once a month throughout the duration of the year 2027. Each workshop will draw the community to Midvale Main in a different way. They will focus on teaching new skills, demonstrating unique techniques, and engaging the public with fresh, creative opportunities.

The Agency is proposing to lease the Midvale Main Art House at no cost to Craft Lake City to maximize this community impact. The new workshops will initiate in January 2027. Midvale City Staff and Craft Lake City will work together closely to activate and promote the Art House as an engaging, landmark community art space.

Staff concluded that this new activation, hosted by a highly popular local partner, will help bring vibrant foot traffic to the street. As a prominent art-centered organization, Craft Lake City will help continue to establish and grow the Arts & Culture District here on Midvale Main.

FISCAL IMPACT:

N/A

RECOMMENDED MOTION:

"I move that we pass Resolution No. 2026-24RDA approving the Property Lease Agreement between the Redevelopment Agency of Midvale City and Craft Lake City."

ATTACHMENTS:

Resolution 2026-24RDA
Property Lease Agreement

THE REDEVELOPMENT AGENCY OF MIDVALE CITY
RESOLUTION NO. 2026-24RDA
A RESOLUTION APPROVING THE PROPERTY LEASE AGREEMENT WITH CRAFT LAKE CITY FOR HOSTING CURATED WORKSHOPS AT THE MIDVALE MAIN ART HOUSE

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, initiating a local partnership; and

WHEREAS, based on the success of the LetterWest event the Agency entered into multiple agreements with the contractor to produce LetterWest for additional years, continuing a successful partnership; and

WHEREAS, based on the continued success and growth of the local partnership with Craft Lake City, the agency seeks to enter into an agreement with the Tenant to produce twelve (12) curated workshop events at the Midvale Main Art House in 2027; and

WHEREAS, through these workshops, Craft Lake City will teach new skills, demonstrate unique techniques, and engage the public with fresh, creative opportunities; thus, leaving a lasting impact on Midvale Main Arts & Culture District; and

NOW THEREFORE BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF MIDVALE CITY, that the Board of Directors does hereby approve the Property Lease Agreement with Craft Lake City and authorizes the Chief Administrative Officer and Executive Director to execute the lease agreement.

Passed and Adopted by the Board of Directors of the Redevelopment Agency of Midvale City, State of Utah, 15th day of September 2026.

____
Dustin Gettel
Chief Administrative Officer

____
Matt Dahl
Executive Director

ATTEST:

____
Rori L. Andreason, MMC
Secretary

Voting by the City Council	“Aye”	“Nay”
Denece Mikolash	_______	_______
Paul Glover	_______	_______
Bonnie Billings	_______	_______
Heidi Robinson	_______	_______
Bryant Brown	_______	_______

PROPERTY LEASE AGREEMENT

This Property Lease Agreement (hereinafter referred to as the "Agreement"), made and entered into this _____ day of _____________, 2026, with an effective date of _________________, 2026, is made by and between the **REDEVELOPMENT AGENCY OF MIDVALE CITY,** a public agency, (hereinafter referred to as the "Landlord") and **CRAFT LAKE CITY**, a Utah non-profit corporation, (hereinafter referred to as the "Tenant") to set forth the terms and conditions under which Landlord will lease space at the Art House located at 7697 S. Main Street, Midvale, UT 84047, (hereinafter referred to as the "Property") to Tenant. The parties agree as follows:

1. **Property**. The Property leased is the building space located at 7697 S. Main Street, Midvale, UT 84047 (the "Art House"), which is marked with an "X" on the floorplan attached as **Exhibit A** to this Agreement and incorporated herein, (hereinafter referred to as the "Premises"). Tenant shall use the Premises for the Permitted Uses (defined below) subject to the terms and conditions set forth herein.

2. **Term**. The Lease term shall commence on the 1st day of January, 2027, and continue for 12 months, ending on the 31st day of December, 2027.

3. **Rent**. The program services provided by Tenant (as defined herein) shall be the consideration given for the payment of rent to the Landlord.

4. **Security Deposit**. Tenant shall remit to the Landlord a security deposit in the amount of One Thousand Dollars ($1,000.00) as security for any damage to the Premises arising from or connected to Tenant's use of the Premises pursuant to this Agreement. The security deposit shall become due and payable upon the execution of this Agreement and shall be refunded to Tenant in full within thirty (30) days of the termination of this Agreement provided that Landlord has determined that no damage was incurred to the Premises.

5. **Craft Lake City Obligation**. Tenant shall:

   a. Beginning January 2027, Tenant will produce one (1) curated workshop per month at The Art House and/or twelve (12) total workshops. Each workshop will be designed to engage the Midvale community through accessible, hands-on DIY experiences led by local artisans and makers. A copy of the Workshop Programming Timeline is attached hereto as **Exhibit "B"** and incorporated herein.
   b. Tenant shall manage all ticketing for each workshop through its online ticketing platform, **as further described in Exhibit "B."**
   c. Curate a series of 12 hands-on craft workshops to be held at The Art House at Midvale Main Street in 2027. Curating the workshops includes:
      - Proposing craft projects and curriculum
      - Coordinating and sourcing supplies
      - Sourcing and training instructors
      - Managing ticketing and logistics
      - Handling all online registrations and attendee communications

d. Any marketing materials, advertisements, press releases, printed materials, websites, or social media content that reference Midvale City or The Art House or use City logos shall be submitted to the City's Communications Director or City Manager for review and approval prior to publication.
e. Recognize The Art House / Midvale City as the co-presenter of Craft Lake City artisan workshops held at The Art House:
f. Feature The Art House logo on event listings on craftlakecity.com/workshops
g. List The Art House name as co-presenter/hosting location in social media graphics and tagged handles (as applicable) on Instagram, Facebook, and other platforms
h. List The Art House as hosting location on graphics in Craft Lake City's monthly e-newsletter
i. List The Art House as co-host in Facebook event listings
j. List The Art House as the hosting location on the workshop ticketing site
k. List The Art House as co-presenter/hosting location in any press releases
l. List The Art House as hosting location on community calendar event posts
m. Manage all online ticketing and inquiries for each workshop.
n. Promote workshops to the Craft Lake City audience and broader community.
o. Invite The Art House / Midvale City to distribute promotional materials at and for each workshop.
p. Provide post-workshop reports identifying outcomes of each program within 30 days of the completion of each workshop.
q. Coordinate in advance with RDA Staff regarding availability of The Art House for any additional uses (board meetings, content creation, filming, podcast recording).
r. Produce the DIY Fest Participant Mixer and host the LetterWest Mixer and Conference at The Art House in spring/May 2027.
s. Keep and maintain its financial books and records in accordance with generally accepted accounting principles. The Landlord or its independent auditor reserves the right to conduct its own annual audit of the financial books and records at reasonable times and places during ordinary business hours provided that thirty (30) days written notice of the audit is provided to Tenant and such notice contains a reasonable explanation for the audit. Any audit performed by Landlord pursuant to this Agreement shall be performed at Landlord's sole expense.

6. **Midvale City Obligation**. Landlord shall:

a. Sponsor and host 12 Craft Lake City workshops at The Art House at Midvale Main Street in 2027.
b. Provide the event space, tables, and chairs for each craft workshop and special event. Limited number of tables and chairs are available upon request, all additional needs must be provided by the Tenant at their own cost. Request must be submitted no later than five (5) business days prior to the scheduled event.
c. Make The Art House available for agreed-upon additional uses by Craft Lake City, including board meetings, social media content creation, potential filming, and podcast recording.
d. Promote each workshop through its standard communication channels, including the City's social media, at its sole discretion and consistent with its editorial calendar, staffing, and communication priorities.
e. Coordinate with Craft Lake City on scheduling for all workshop dates, special events, and

additional uses.

7. **Permitted Uses**. In addition to the workshop series and special events outlined above and in **Exhibits "B" and "C"** attached hereto, Tenant may utilize the Art House for the following additional purposes; provided, however, that Tenant will coordinate with Landlord in advance for any additional use dates to ensure availability and mutual agreement:

    a. Board meetings
    b. Social media content creation
    c. Potential filming and video production
    d. Podcast recording and production

8. **Parking.** The Tenant shall not have assigned parking and shall park in general parking areas and follow parking rules and regulations as posted and associated with the Art House building. The Landlord will inform the Tenant of any changes to parking rules or regulations for daily use and during Special Events or parking lot closures.

9. **Additional Restrictions and Prohibited Uses**. Tenant's use of the Premises is subject to the following conditions:

    a. The Tenant hereby acknowledges that no event or activity shall exceed the occupancy limit for the Art House or the occupancy limit on any space within the Premises as determined by the Midvale City Building Department and Planning Department approvals.
    b. The Tenant shall not interfere with the access to other spaces within the building or obstruct the entrances to those other spaces in any way. The Landlord shall have such access through the Tenant's Premises as reasonably necessary to maintain the structure, service common utility facilities, and program use. With reasonable notice, the Landlord shall have the right to inspect the Premises during the Tenant's normal office hours or during workshops.
    c. Tenant accepts the Premises "as is" throughout the Term of this Agreement. The Tenant will not commit any waste on the Premises, nor shall it use or permit the use of the Premises in violation of any state law or county or municipal ordinance or regulations applicable thereto.
    d. The Tenant shall not permit said Premises to be used for any purpose which would render the fire insurance on the building or the Property void or cause cancellation thereof or increase the insurance risk or increase the insurance premium in effect at the time of the terms of this Agreement. Tenant shall not keep, use or sell, or allow to be kept, used or sold in or about the Premises any article or materials which are prohibited by law or by standard fire insurance policies of the kind customarily in force with respect to the Premises and premises of the same general type as those covered by this Agreement. The Tenant shall obey all laws, ordinances, and regulations.

10. **Tax-Exempt Status.** In the event Tenant loses it tax-exempt status, Landlord shall have the option of terminating the Agreement, or increasing the rental rate to the fair market value of the space occupied by Tenant effective on the date that the tax exemption was revoked. Tenant shall immediately give Landlord notice of any change in tax-exempt status.

11. **Scheduling.**

    Tenant agrees to submit a schedule of workshops, meetings, and events to Landlord in a form approved by Landlord by **November 30, 2026**. Staff will work to review and approve the schedule on a timely basis and will respond with an approved schedule no later than **December 14, 2026**. Tenant may make amendments to the workshops and events schedule by giving notice to Landlord no less than two (2) weeks before any scheduled event or workshop. Workshop Schedule is provided as **Exhibit B**.

12. **Utility Service**. Landlord shall be responsible for natural gas, electricity, sewer, security systems (if any), refuse collection and water for the leased space. Tenant will not be responsible for any utilities.

13. **Insurance.** The Tenant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with its use of the Premises. The Tenant shall provide a certificate of insurance evidencing:

    a. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars ($1,000,000) combined single limit per occurrence and Three Million Dollars ($3,000,000) aggregate for personal injury, bodily injury and property damage. The above can be satisfied by the combination of a primary and excess policy.
    b. The Tenant shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years as stated in Utah Admin Code R37-4-3.
    c. Proof of Workers Compensation insurance and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) for bodily injury by accident, and One Million Dollars ($1,000,000) each employee for injury by disease.
    d. The Workers Compensation Policy shall be endorsed with a waiver of subrogation in favor of Landlord, its employees, volunteers, agents and subcontractors, with regards to the Lease.
    e. Liquor Liability insurance (if applicable) in the amount of at least One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate.

    Landlord and Midvale City (hereinafter referred to as the "City"), their officers, officials, employees and volunteers are to be covered as additional insureds on the general liability policy and the liquor liability (if applicable) policy, policy, with respect to work performed by or on behalf of the Tenant including materials, parts or equipment, furnished in connection with such work or operations and a copy of the endorsement naming Landlord and the City as additional insureds shall be attached to the certificate of insurance. Should any of the above-described policies be cancelled before the expiration date thereof, Tenant shall deliver notice to the Landlord and the City within thirty (30) days of cancellation. The Landlord and the City reserve the right to request certified copies of any required policies.

    The Tenant's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

For any claims related to this Agreement, the Tenant's insurance coverage shall be primary insurance coverage with respect to Landlord and the City, their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Landlord or the City, their officers, officials, employees or volunteers shall be in excess of the Tenant's insurance and shall not contribute to it.

Landlord will carry property insurance covering the structure for casualty loss, and boiler and machinery insurance for boiler and mechanical systems loss.

The Tenant will not store or keep any product or equipment within the space that will, because of its nature, increase the risk of casualty losses to the overall building, or that will require additional premiums or specialty coverage.

All certificates of insurance are to be delivered to the Landlord by November 30, 2026, for review and approval by the Landlord.

14. **Payment of Taxes and Other Assessments.** As a tax-exempt entity, the Landlord does not expect to be assessed real estate and personal property taxes and other related assessments or taxes on the Premises. However, should the Tenant change the tax status, or should other circumstances cause taxes or assessments to be imposed on the Premises, then Tenant shall pay a pro-rata share of real estate and other related assessments or taxes for the Tenant's Premises during the term of this Agreement. Tenant is responsible for any personal property tax liability as a result of its occupancy and use of the Premises.

15. **Liens.** Tenant shall not permit any liens to attach to the property for work done at Tenant's request or for Tenant's benefit. If Landlord receives notice of any such lien against the property, Tenant shall promptly discharge the lien at Landlord's request, or post funds sufficient to satisfy the lien during any period of good faith contest of the lien by Tenant. In the event Landlord reasonably feels its title to the property is in jeopardy because of any lien Tenant has elected to attach to the property, Landlord may discharge the lien and collect the amount paid from the Tenant. The Tenant agrees to pay all reasonable costs incurred by the Landlord in the defense or discharge of any liens on the property.

16. **Tenant Improvements.** The Premises are being leased to Tenant in as-is condition. Any additional interior finish or furnishings desired by the Tenant must be approved in advance by the Landlord in writing and are the responsibility of the Tenant, with no allowance made for the costs of the Tenant improvements unless agreed to by Landlord in writing. The Tenant may, with prior written consent of the Landlord, but at its own cost and expense, in a good workmanlike manner, make such alterations and repairs to the Premises as Tenant may require for the conduct of its business; provided; however, Tenant may not materially alter the basic character of the building or fixtures or weaken the structure on the leased Premises. Any permanent alterations or improvements to the Premises shall become the property of the Landlord upon expiration or termination of this Agreement unless specifically exempted in writing prior to commencing work. At the expiration or termination of this Agreement, all Tenant improvements that could be deemed fixtures under the law become property of the Landlord unless specifically exempted in writing prior to installation.

17. **<u>Signs</u>.** Landlord shall specifically review and approve or reject proposed signs on or in the building.

18. **<u>Building Security</u>.** The Landlord will install doors with locking hardware on their exclusively leased office space. The Landlord will ensure that an assigned badge will have 24/7 access during the approved dates of access for each workshop. The Tenant will be responsible for maintaining proper maintenance of the access badge throughout the entirety of the agreement. Both parties will attempt to keep the exterior doors locked after their use of the Premise is completed for the day, and the Tenant shall have the obligation of checking all exterior doors at the conclusion of each day of use to make sure they are locked, and that windows in the rooms used by the Tenant are secured. Lights should be turned off at the conclusion of the Tenant's use each day.

19. **<u>Remedies</u>.** In the event the Tenant violates or breaches any terms or conditions of the Agreement, Landlord shall have the right to exercise any remedies available at law or equity.

20. **<u>Covenant of Quiet Possession</u>.** Landlord covenants with Tenant that Landlord owns or controls the Premises and that Tenant's possession will not be disturbed by acts or omissions of the Landlord so long as Tenant faithfully performs the obligations of this Agreement. However, Tenant acknowledges the Premises are part of a larger public building. Therefore, Tenant may experience temporary impacts to operations, noise, and parking access customarily found with public buildings.

21. **<u>Maintenance</u>.** The Landlord shall be responsible for all structural maintenance of the Premises, including the roof, foundation, structural members, and exterior wall surfaces. Landlord shall be responsible for mechanical systems, which serve the space as reasonably necessary to maintain the structure and to service common utility facilities.

22. **<u>Access to Other Spaces</u>.** Tenant shall not interfere with the access to other spaces within the building or obstruct the entrances to those other spaces in any way. Tenant shall work with resident Artist in Art House regarding the use of the space should it interfere with the Artist's space or the Tenant's space. Landlord shall have such access through Tenant's space as reasonably necessary to maintain the structure, service common utility facilities, and program use. With reasonable notice, Landlord shall have the right to inspect the Premises during the Tenant's normal business hours and workshops.

23. **<u>Force Majeure</u>.** Force Majeure: Either party shall be excused for the period of any delay in the performance of any obligations under this Agreement when prevented from doing so by cause or causes beyond its control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, weather, inability to obtain any materials or services, or acts of God.

24. **<u>Increased Insurance Risk</u>.** Tenant will not permit said Premises to be used for any purpose which would render the fire insurance on the building or the premises void or cause cancellation thereof or increase the insurance risk or increase the insurance premium in effect at the time of the terms of this Agreement. Tenant will not keep, use or sell, or allow to be kept, used or sold in or about the Premises any article or materials which are prohibited by law or by standard fire insurance policies of the kind customarily in force with respect to the Premises of the same general type as those covered by this Agreement.

25. **Care and Repair of Premises by Tenant.** Tenant will inspect and accept the Premises for the purposes of this Agreement prior to taking occupancy. Tenant will not commit any waste on Premises, nor shall it use or permit the use of the Premises in violation of any state law or county or municipal ordinance or regulation applicable thereto. Tenant may, with the prior written consent of the Landlord, but at its own cost and expense, in a good workmanlike manner, make such alterations and repairs to the leased space as Tenant may require for the conduct of its business without, however, materially altering the basic character for the building or improvements or weakening the structure on the leased Premises. Any permanent alterations or improvements to the Premises shall become the property of the Landlord upon expiration or termination of this Agreement unless specifically exempted in writing prior to commencing work.

26. **Damage or Destruction**. If the Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the Premises without expense to the Tenant subject to delays due to adjustment in insurance claims, strikes and other causes beyond the Landlord's control. If the damage or destruction shall require removal of Tenant's operations from the Premises, either Landlord or Tenant may elect to terminate this Agreement by written notice to the other within thirty (30) days after the occurrence of such damage or destruction.

27. **Surrender of Premises**. Tenant agrees to surrender the Premises at the expiration or sooner termination of this Agreement or any extension thereof in the same condition or as altered pursuant to the provisions of this Agreement, ordinary wear, tear and damage by the elements excepted.

28. **Indemnity.** The Tenant shall indemnify and hold the Landlord and the City, their agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the Landlord or the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Tenant's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the Landlord or the City, their agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Tenant; and provided further, that nothing herein shall require the Tenant to hold harmless or defend the Landlord or the City, their agents, employees and/or officers from any claims arising from the sole negligence of the Landlord, the City, or their agents, employees, and/or officers. The Tenant expressly agrees that the indemnification provided herein constitutes the Tenant's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Tenant claims or recovers compensation from the Landlord or the City for a loss or injury that Tenant would be obligated to indemnify the Landlord or the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

    No liability shall attach to the Landlord or the City by reason of entering into this Agreement except as expressly provided herein.

29. **Landlord Liable only for Negligence.** Except where caused by Landlord's negligence, neither Landlord or the City shall not be liable for any damages incurred by Tenant.

30. **Nondiscrimination.** In the performance of this Agreement, Tenant shall not discriminate on account of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.

31. **Waiver of Covenants.** It is agreed that the waiver of any of the covenants of this Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provisions herein.

32. **No Assignment.** Neither party may assign this Agreement to any other third party.

33. **Termination.**

A. Convenience**.** Either party may terminate this Agreement for any reason or no reason by giving the other party at least 30 days' prior written notice. This Agreement will terminate at midnight at the end of the 30th day after that notice is effective.

B. For Cause. If Tenant fails to comply with any provision of this Agreement and fails to correct noncompliance within three (3) days of having received written notice, Landlord may immediately terminate this Agreement for cause by providing a notice of termination to Tenant.

34. **Notice Provision.** Any and all notices required by this Agreement shall be in writing and delivered personally to the party to whom the notice is to be given, or mailed by certified mail, postage prepaid, and addressed as follows:

If to Landlord:

The Redevelopment Agency of Midvale City
7505 S. Holden Street
Midvale, UT 84047
Attn: ___________________________

If to Tenant:

Craft Lake City
230 South 500 West, #125
Salt Lake City, UT 84101
Attn: Angela H. Brown

35. **Contact Information**. Contact Information. Tenant should contact the Landlord or its agents using the following contact information:

a. For emergencies: call 911.

b. For internet or building access issues: call 801-567-7270

c. For other facility issues: call 801-567-7261, for emergencies call 801-567-7235

d. For other issues: Aubrey Christensen, 801-567-7261

e. For Communication/Media matters: Laura Magness, 801-567-7230

The Landlord retains the right to change this contact information through written notice to Tenant.

36. **Severability**. In the event that any provision of this Agreement is held to be void, the voided provision will be considered severable from the remainder of this Agreement and will not affect any other provision in this 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.

37. **Attorneys' Fees**. In the event of any breach of this Agreement or dispute with respect to matters arising under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees incurred in enforcing or pursing its remedies under this Agreement.

38. **Amendment and Waiver**. This Agreement may not be amended or modified except with the written agreement of all parties hereto. This Agreement is the entire agreement between the parties and supersedes all agreements, whether written or oral, previously made between the parties relating to the subject matter hereof. There are no other understandings or agreements between the parties hereto with respect to this subject matter hereof. Any failure of any party hereto to comply with any obligation, covenant, agreement, or condition herein may be waived by the other party, but any such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or condition shall not operate as a waiver or estoppel with respect to any subsequent or future failure. This Agreement shall be written by and interpreted in accordance with the laws of the State of Utah.

39. **Applicable Laws**. Tenant shall obey all local, state, and federal laws, ordinances, and regulations.

    Tenant acknowledges that smoking is prohibited on the Premises.

40. **Sales/Business License**. Tenant agrees to obtain any required permits, business licenses or liquor licenses (if applicable) that may be required for an event. Any concession sales at the Premises must receive written, advanced approval by the Landlord and separate permitting may apply.

41. **Attendance Control**. Tenant will be responsible for ensuring that the occupancy limit does not exceed the capacity set by the Midvale City Building inspectors for the use areas. Tenant shall be responsible for monitoring the entrances to the building and will ensure that access to all entrances is maintained during operating hours (no entrances or exits can be blocked).

42. **Government Immunity**. The Landlord advises 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 Landlord 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 Landlord under this Agreement are expressly limited to the amounts identified in the Act.

43. **Miscellaneous.** This Agreement shall inure to the benefit of and be binding upon the parties and their legal representatives, successors, and assigns. This Agreement is not intended to and shall not confer rights on any person or entity not specifically identified in this Agreement. Jurisdiction and venue shall lie exclusively in the Midvale City Justice Court or Utah District Courts for Salt Lake County. This Agreement may be executed in several counterparts and by facsimile, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

44. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the parties and it cannot be altered or amended except by written instrument, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have made and entered into this Agreement as of the date set forth above.

LANDLORD:

THE REDEVELOPMENT AGENCY OF MIDVALE CITY, a public agency

By: ___________________________

Name Printed:

____

Title: _________________________

Date: _______________, 2026

APPROVED AS TO FORM:

____

Thomas Daley, RDA Attorney
Attest:

TENANT:

CRAFT LAKE CITY, a Utah non-profit corporation

By: ___________________________

Name Printed:
Angela H. Brown

Title: Executive Director

Date: August 31, 2026

EXHIBIT "A"

PREMISES

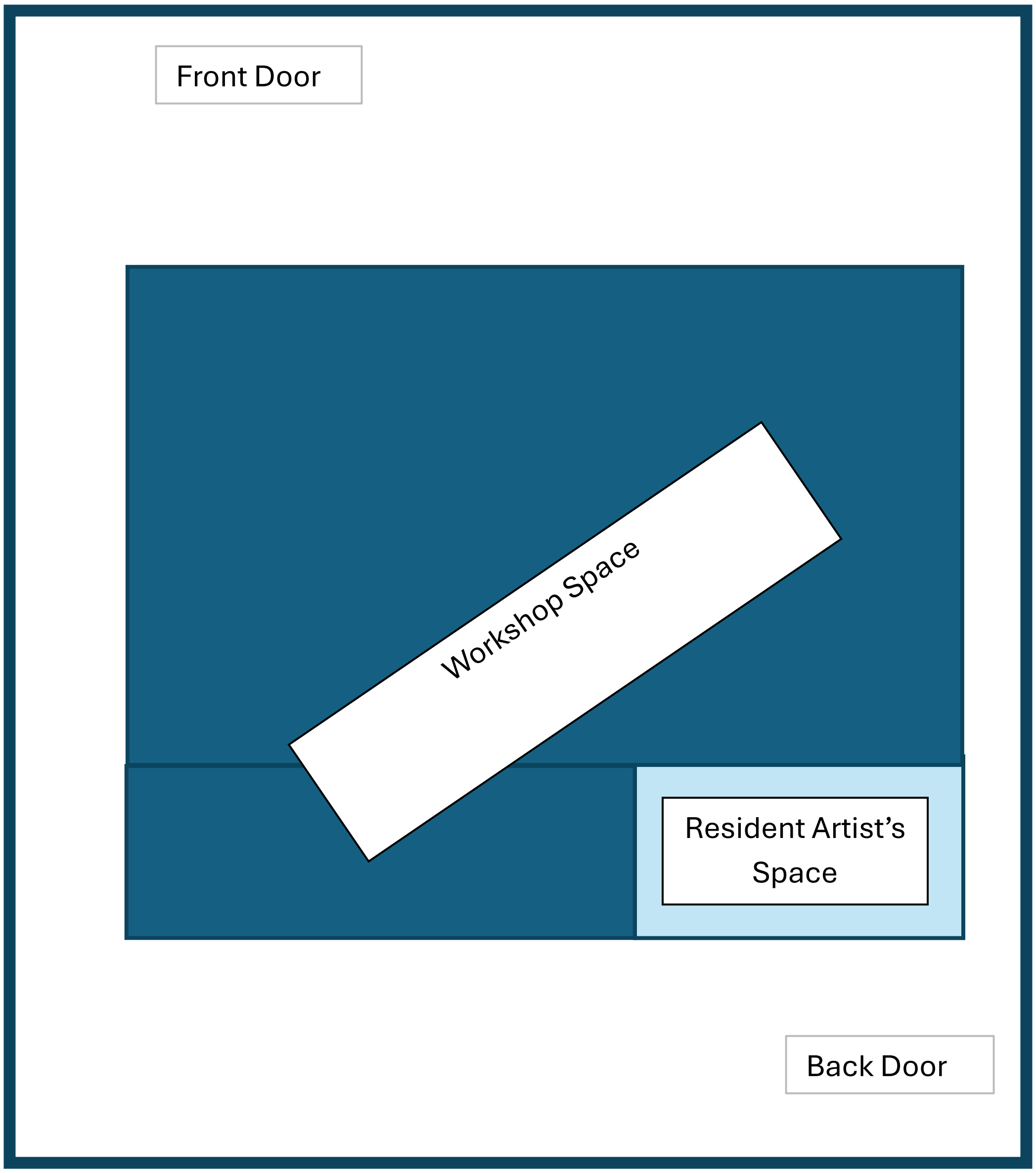


EXHIBIT "B"

MONTHLY WORKSHOP PROGRAMMING

Proposed 2027 Workshop Schedule:

Month	**Date 2027**	**Workshop**
January	14th	Kintsugi: PENDING
February	11th	TBD
March	11th	TBD
April	8th	Macrame plant hangers: PENDING
May	7th	Participant Mixer
	27th	LW Mixer
	28th	LW Workshop
	29th	LW Workshop
June	10th	TBD
July	8th	TBD
August	26th	TBD
September	9th	Chainmail: PENDING
October	21st	TBD
November	11th	TBD
December	16th	TBD

TICKETING

Craft Lake City will manage all ticketing for each workshop through its online ticketing platform.

This includes:

- Setting ticket prices and managing online sales
- Processing registrations and attendee communications
- Handling day-of check-in logistics
- Providing post-event ticketing reports to The Art House / Midvale City

EXHIBIT "C"

SPECIAL EVENTS & ACTIVATIONS

DIY Fest Participant Mixer | Spring 2027

Craft Lake City will host a Participant Mixer at The Art House in spring 2027, bringing together exhibitors, artisans, and community members in advance of the annual Craft Lake City DIY Festival. This event will serve as a networking and preview opportunity, reinforcing The Art House as a hub for Utah's maker community and generating buzz for both Midvale City and Craft Lake City.

LetterWest Mixer | May 27, 2027

On the evening of May 27, 2027, Craft Lake City will host a LetterWest Mixer at The Art House, a social gathering for attendees, speakers, and community members of the LetterWest conference. This event will position Midvale Main Street as a destination for broader design and lettering arts community traveling to the Salt Lake region.

LetterWest Conference Venue | May 27–29, 2027

Craft Lake City will utilize The Art House as an official venue for LetterWest 2027, a regional conference celebrating lettering arts, typography, and hand-drawn design. Spanning three days (May 27–29), the event will draw attendees from across the Mountain West and is expected to significantly elevate The Art House's profile and bring measurable economic activity to Midvale Main Street.

REDEVELOPMENT AGENCY OF MIDVALE
SUMMARY REPORT

September 15, 2026

SUBJECT: Consider Resolution No. 2026-25RDA Approving the Term Sheet for a Business Loan Agreement between the Redevelopment Agency of Midvale City and Post Exchange, LLC dba The Vale.

ITEM TYPE: Action

SUBMITTED BY: Aubrey Christensen, RDA Program Manager

SUMMARY:

Agency staff received a $250,000 loan proposal from Post Exchange LLC dba The Vale. The application was reviewed and evaluated against the program's guidelines and criteria, and staff confirmed that the applicant met and exceeded the minimum threshold required for consideration. The proposal demonstrates strong potential to support the attraction, growth, and enhancement of businesses within the Main Street Area. Based on this evaluation, agency staff determined that the proposal qualifies for the 0% interest loan incentive.

Key Terms:

- $250,000 loan amount
- 7-year term
- 0% Interest
- 100% of loan covered by collateral

A term sheet outlining the proposed loan terms was presented to the Board for discussion on September 1, 2026. The finalized term sheet is now being presented to the Board for approval.

FISCAL IMPACT:

The FY2027 program budget is $1 million to be utilized for individual loans. If approved, the RDA will provide a $250,000 loan to The Vale. This will bring the current overall FY2027 budget for the Revolving Loan Program to $750,000 to be loaned to additional projects throughout the 2027 Fiscal Year.

RECOMMENDED MOTION:

"I move that we pass Resolution No. 2026-25RDA approving the Term Sheet for a Business Loan Agreement between the Redevelopment Agency of Midvale City and Post Exchange LLC dba The Vale."

ATTACHMENTS:

Resolution 2026-25RDA
Term Sheet
Public Benefit Impact Statement
Amortization Schedule

THE REDEVELOPMENT AGENCY OF MIDVALE CITY
RESOLUTION NO. 2026-25RDA

A RESOLUTION APPROVING THE TERM SHEET FOR A LOAN AGREEMENT BETWEEN REDEVELOPMENT AGENCY OF MIDVALE CITY AND POST EXCHANGE LLC DBA THE VALE.

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

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

WHEREAS, on October 6, 2020, the Agency adopted Resolution 2020-11RDA, adopting the Main Street Community Development Area Budget; and

WHEREAS, on September 7, 2021, the Agency adopted Resolution 2022-17RDA, approving the Midvale Main Business Loan Program (the "Program"); and

WHEREAS, on September 2, 2025, the Agency adopted Resolution 2025-07RDA, approving Amendments to the Midvale Main Business Loan Program; and

WHEREAS, the Program seeks to incentivize desired businesses and business improvements through low-interest loans to activate and revitalize Midvale's Main Street area; and

WHEREAS, funds available for FY2027 in the amount of $1 million are to be utilized as loans for eligible businesses; and

WHEREAS, Post Exchange LLC dba The Vale applied for a loan through the Program in the amount of $250,000 for tenant improvements to the bar and kitchen areas as well as equipment and fixtures needed; and

WHEREAS, the Agency reviewed the application and supporting documents submitted and believes that the funds loaned to Post Exchange LLC dba The Vale will contribute to the revitalization of the Midvale Main Street CDA Project Area.

NOW THEREFORE BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF MIDVALE CITY, that the Board of Directors does hereby approve the Term Sheet for a Loan Agreement with Post Exchange LLC dba The Vale and authorizes the Chief Administrative Officer and Executive Director to execute the loan agreement based on the Term Sheet, subject to such other terms and conditions as recommended by Agency's legal counsel.

Passed and Adopted by the Board of Directors of the Redevelopment Agency of Midvale City, State of Utah, 15th day of September 2026.

____
Dustin Gettel,
Chief Administrative Officer

____
Matt Dahl
Executive Director

ATTEST:

____
Rori L. Andreason, MMC
Secretary

Voting by the RDA Board:	"Aye"	"Nay"
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Bonnie Billings	_____	_____
Denece Mikolash	_____	_____

Midvale City Redevelopment Agency
Term Sheet for Loan Agreement
The Vale

Borrower:		Post Exchange, a Utah limited liability company, dba The Vale (Borrower)
Lender:		Redevelopment Agency of Midvale City (Lender)
Loan Amount:		$250,000.00
Interest Rate:		0% Interest
Term:		7 Years
Payments:		Borrower shall pay to RDA equal monthly payments of principal based on the outstanding Loan Amount.
Loan Disbursement/s		Lender shall disburse loan funding following the Loan Disbursement Schedule as seen in Exhibit A.
First Payment		The first payment shall be the sooner of: a) The first day of the first full month following the opening of the business or b) February 1, 2027, whichever first occurs.
Security:		Borrower pledges collateral equal to 100% of the loan amount. Collateral will include equity in the property located at 332 North 700 East, Centerville, UT 84014, on which the lender will hold a first-position lien. A detailed breakdown of the pledged collateral is provided in the attached Collateral Schedule. The loan shall be secured by a Loan Agreement, Security Agreement and Promissory Note on the personal residence.
Late Fee:		Borrower agrees to pay a past due payment fee equal to five percent (5%) of the late amount if payment is received after the 15th day of in which the payment is due. All sums in default will accrue interest at the rate of 18% per annum, compounded monthly, before and after judgment, until paid in full.
Prepayment:		Prepayment of the outstanding balance of the Loan, in whole or in part, may be made prior to the Maturity Date without a prepayment penalty.
Personal Guarantee		The loan must have a personal guarantee from all owners with over 20% equity in the business.

Use of Proceeds		Borrower shall use the proceeds of the Loan for the permitted uses which includes the tenant improvements to the bar and restaurant area as well as the equipment, fixtures, furniture, and soft opening costs. Borrower agrees to submit monthly receipts, invoices, and other reasonable evidence as requested by the RDA to verify that the Loan is being used for the permitted use. The reporting will begin after the first month following loan funding disbursement.
Default		Defaulting on the loan will result in the loss of collateral.
Miscellaneous		Borrower shall have executed and delivered to Lender the Loan Documents in a form satisfactory to Lender. Guarantor shall have executed and delivered to Lender the Guaranty in a form satisfactory to Lender. Personal guarantors are liable to pay back the outstanding balance of the loan after the liquidation of collateral to the RDA even if the business fails. **Additional conditions to be met:** Borrower shall meet all required conditions of the loan to maintain the 0% interest rate. If any conditions are not met, the interest rate will immediately be increased to the most current prime rate. Borrower shall comply with all other terms outlined in the Midvale Main Business Loan Program guidelines.

Collateral Schedule

Real Property				
Address	Appraised Value	Available Equity	Owners	Collateral Value
332 North 700 East, Centerville, UT 84014	$1,191,000.00	$1,191,000.00	Royce H. and Mardette R. Allen - Trustees	$250,000.00
Total				**$250,000.00**

Total Collateral	**$250,000.00**

EXHIBIT A
LOAN DISBURSEMENT SCHEDULE

Disbursement:	Amount:	Timing/Conditions:
Initial Upfront Disbursement	$125,000	Payable upon execution of the Loan Agreement and satisfaction of customary prefunding conditions. Intended to initiate project activities and operations. Not tied to construction or tenant improvement milestones.
Final Disbursement	$125,000	Payable upon Borrower's submission of evidence, acceptable to Agency, that prior disbursed funds have been expended or committed for Permitted Uses and that the project and business launch are advancing in accordance with the approved plan.

Total Loan Amount: $250,000
Notes:

1. Disbursements under this Schedule are **not conditioned upon the completion of specific construction or tenant improvement milestones**, but rather upon general project advancement and verification of use of Loan proceeds for Permitted Uses.

2. Agency may require documentation or evidence of expenditure before approving any disbursement.

3. Agency may withhold or reallocate disbursements if Loan proceeds are not used for Permitted Uses or if actual costs deviate materially from the approved budget.

Public Benefit Explanation
The Vale

Economic Impact
The Vale represents new capital investment in a currently vacant, tax-generating parcel on Main Street, converting an underutilized historic property into an active, revenue-producing business. The project will generate ongoing sales tax revenue, create 13–16 permanent jobs, and support secondary economic activity for surrounding businesses through increased foot traffic and evening visitation to the corridor.

Adaptive Reuse
The project rehabilitates a circa-1900 freestanding former church (1,904 SF) rather than pursuing new construction, we will work to restore the natural beauty by preserving the building's exposed brick, barrel-vaulted ceilings, and historic character. Rather than demolishing or leaving the structure vacant, The Vale repurposes it for daily commercial and community use while retaining its architectural identity as a Main Street landmark.

Street Activation
The Vale will operate extended hours (noon–11 PM weekdays, noon–1 AM weekends), drawing consistent daytime and evening foot traffic to a currently inactive property. Recurring community programming such as: book clubs, art and craft nights, community markets, and watch parties. This creates additional draw beyond standard bar hours, establishing the location as a regular community gathering point rather than a destination visited only occasionally.

Permanent Job Creation and Retention
The project is projected to create 13–16 permanent positions across bar, kitchen, marketing, and hospitality roles, providing stable employment tied directly to the Main Street corridor.

Public Amenities
Beyond its function as a bar, The Vale is designed as a community gathering space, hosting free or low-cost public programming: book clubs, art and craft nights, and community markets. This is modeled on the ownership team's existing success with this format at Melancholy Wine & Spirits where strong programming has strengthened the surrounding community. The Vale's patio adds outdoor public gathering space to a stretch of Main Street that currently has little activated outdoor seating.

Beautification
The ownership team has direct, proven experience transforming underutilized historic buildings into architecturally distinctive destinations. At Melancholy Wine & Spirits, the team took on an
older structure and restored its charm and character, turning it into a well-regarded neighborhood destination valued for its aesthetic and atmosphere. The Vale applies this

same approach to 7584 South Main Street, preserving and highlighting the building's exposed brick, barrel-vaulted ceilings, and historic architectural details rather than concealing or demolishing them. Our vision is to create visual interest and appeal in a currently vacant property to contribute to the overall character of the Main Street corridor.

Proposed Loan

Debt Assumptions		
Loan Amount	250,000	
Interest Rate	0.00%	0.00%

Proposed Loan	Amount	Interest	Project Proceeds
Loan #1	$250,000	$ -	$ (250,000)

Loan Amount Issued	**$ 250,000**
Costs of Issuance	$0
Total Amount	$ 250,000
Total	**$ 250,000**

Month	Principal	Interest Rate	Interest	Total P+I
1	$2,976	0.00%	$0	$2,976
2	$2,976	0.00%	$0	$2,976
3	$2,976	0.00%	$0	$2,976
4	$2,976	0.00%	$0	$2,976
5	$2,976	0.00%	$0	$2,976
6	$2,976	0.00%	$0	$2,976
7	$2,976	0.00%	$0	$2,976
8	$2,976	0.00%	$0	$2,976
9	$2,976	0.00%	$0	$2,976
10	$2,976	0.00%	$0	$2,976
11	$2,976	0.00%	$0	$2,976
12	$2,976	0.00%	$0	$2,976
13	$2,976	0.00%	$0	$2,976
14	$2,976	0.00%	$0	$2,976
15	$2,976	0.00%	$0	$2,976
16	$2,976	0.00%	$0	$2,976
17	$2,976	0.00%	$0	$2,976
18	$2,976	0.00%	$0	$2,976
19	$2,976	0.00%	$0	$2,976
20	$2,976	0.00%	$0	$2,976
21	$2,976	0.00%	$0	$2,976
22	$2,976	0.00%	$0	$2,976
23	$2,976	0.00%	$0	$2,976
24	$2,976	0.00%	$0	$2,976
25	$2,976	0.00%	$0	$2,976
26	$2,976	0.00%	$0	$2,976
27	$2,976	0.00%	$0	$2,976
28	$2,976	0.00%	$0	$2,976
29	$2,976	0.00%	$0	$2,976
30	$2,976	0.00%	$0	$2,976
31	$2,976	0.00%	$0	$2,976
32	$2,976	0.00%	$0	$2,976
33	$2,976	0.00%	$0	$2,976
34	$2,976	0.00%	$0	$2,976
35	$2,976	0.00%	$0	$2,976

36	$2,976	0.00%	$0	$2,976
37	$2,976	0.00%	$0	$2,976
38	$2,976	0.00%	$0	$2,976
39	$2,976	0.00%	$0	$2,976
40	$2,976	0.00%	$0	$2,976
41	$2,976	0.00%	$0	$2,976
42	$2,976	0.00%	$0	$2,976
43	$2,976	0.00%	$0	$2,976
44	$2,976	0.00%	$0	$2,976
45	$2,976	0.00%	$0	$2,976
46	$2,976	0.00%	$0	$2,976
47	$2,976	0.00%	$0	$2,976
48	$2,976	0.00%	$0	$2,976
49	$2,976	0.00%	$0	$2,976
50	$2,976	0.00%	$0	$2,976
51	$2,976	0.00%	$0	$2,976
52	$2,976	0.00%	$0	$2,976
53	$2,976	0.00%	$0	$2,976
54	$2,976	0.00%	$0	$2,976
55	$2,976	0.00%	$0	$2,976
56	$2,976	0.00%	$0	$2,976
57	$2,976	0.00%	$0	$2,976
58	$2,976	0.00%	$0	$2,976
59	$2,976	0.00%	$0	$2,976
60	$2,976	0.00%	$0	$2,976
61	$2,976	0.00%	$0	$2,976
62	$2,976	0.00%	$0	$2,976
63	$2,976	0.00%	$0	$2,976
64	$2,976	0.00%	$0	$2,976
65	$2,976	0.00%	$0	$2,976
66	$2,976	0.00%	$0	$2,976
67	$2,976	0.00%	$0	$2,976
68	$2,976	0.00%	$0	$2,976
69	$2,976	0.00%	$0	$2,976
70	$2,976	0.00%	$0	$2,976
71	$2,976	0.00%	$0	$2,976
72	$2,976	0.00%	$0	$2,976
73	$2,976	0.00%	$0	$2,976
74	$2,976	0.00%	$0	$2,976
75	$2,976	0.00%	$0	$2,976
76	$2,976	0.00%	$0	$2,976
77	$2,976	0.00%	$0	$2,976
78	$2,976	0.00%	$0	$2,976
79	$2,976	0.00%	$0	$2,976
80	$2,976	0.00%	$0	$2,976
81	$2,976	0.00%	$0	$2,976
82	$2,976	0.00%	$0	$2,976

83	$2,976	0.00%	$0	$2,976
84	$2,976	0.00%	$0	$2,976
	$ 250,000		**$ -**	**$ 250,000**