

Memo



Date: July 21, 2026
To: Midway City Council
From: Michael Henke
Re: Town Square Master Plan

In 2021, Midway City formed a working committee who was tasked with overseeing a master plan and visioning process for Town Square. The purpose of the master planning process was to create a long-term vision for Town Square that would guide its future improvement. The master planning process would include opportunities for the community and stakeholder groups to provide feedback on the future of the square.

One of the first steps in the process was creating an RFP for a design consultant that would aid the city in the creation of the master site plan. The geographical boundaries of the master planning area was limited to Town Square, with emphasis on the areas outside of the existing structures.

The RFP process identified three goals for Town Square:

- Design options for opportunities to enhance the use of green spaces in town square. It is very important that all design options must be able to accommodate all existing space needs for Swiss Days.
- Increase the value of Town Square to the community by creating opportunities to enhance the square as a community gathering place, thus providing increased economic growth.
- Create an environment which will provide additional pedestrian traffic in and around Main Street and the downtown area.

As a result of the RFP process, the city contracted with the IBI Group, who helped with the public outreach, visioning and concept design portion of the project. Additionally, a stakeholder committee was created that consisted of Swiss Day and Midway Booster representatives along

with downtown business owners. Under the guidance of the committees, an online community questionnaire was created to help better understand how people use Town Square, what they like/don't like about Town Square and what improvements they would like to see. A project vision statement and guiding principles were created to help guide the future design of the square.

With the feedback from the questionnaire and guidance from the working and steering committees, IBI created two design concepts, demonstrating an array of improvements that could occur on the Town Square. These concepts were created as a tool to illustrate options for Town Square, allowing people to identify elements that they like or dislike. The concepts, along with the questionnaire results and vision and guiding principal documents were presented at two public open houses that were advertised on the city social media accounts and at the city owned kiosks. Once the open houses concluded, the project information was then posted to the city website, creating an extended public comment period. Approximately 60 individuals attended the open houses, resulting in 38 handwritten comments. As a byproduct of the open houses and online publication of the plans, we received an additional 27 emails with comments from 23 people.

After holding the public open houses, the working committee met with a group of the Swiss Day organizers to present and discuss the concepts. The Swiss Day group then discussed the plans internally and provided city staff with additional feedback. In December (2021), IBI presented the two design concepts to the City Council, who provided feedback as well.

IBI then created a final design concept based on the public comment and feedback received. The updated design was presented to the working committee in January (2022) and then to a combined group in February (2022) that included the stakeholder group, Midway Boosters, and Swiss Day representatives. Those meetings were productive and feedback regarding the final concept was generally positive.

The intent with presenting to the City Council is to receive final design concept approval, which will serve as a master plan for future Town Square improvements.

Also, Midway through the help of our grant writer, Nancy O'Toole, has secured a Rural Communities Opportunity Grant Contract through the Governor's Office of Economic Opportunity (see attached). The Grant is for 600,000 with the City required to spend matching finds of \$1,792,000. The contract period is 24 months and become effective on December 12, 2024, with a termination date of December 14, 2026. It may be possible to extend the termination deadline by 6 months but a decision on whether to spend the funds must be made soon.

Next steps on the project could consist of:

- Creation of an RFP for the following scopes. These could be performed for the entire square, or just certain phases of the square:
 - **Final Design Documents.** While the current plan contains many high-level details, a final design will need to be created to take the plans from conceptual to a final, implementable design

- **Construction Documents and Bid Units.** This will play an important role in procuring accurate bids from construction contractors. It will demonstrate how plans should be constructed as well as bid units and sufficient detail, allowing for more accurate bids
- **RFP Services for Construction Contractor.** Someone who could oversee the RFP process for selecting a contractor to perform the improvements
- **Construction Management Services.** Someone who could represent the City in overseeing construction by the various trades

With this memo, I've included the following exhibits for your consideration:

Exhibit 1: Rural Communities Opportunity Grant Contract

Exhibit 2: Draft Copy – Town Square Master Plan

Please feel free to reach out to me if you have any questions.

Exhibit 1



STATE OF UTAH CONTRACT

The Governor's Office of Economic Opportunity Rural Communities Opportunity Grant Contract

1. **CONTRACTING PARTIES:** This Rural Communities Opportunity Grant contract (this "Contract") is between the State of Utah, Governor's Office of Economic Opportunity, Center for Rural Development, referred to as the State or "GOEO", and the following Grantee:

Midway City
75 N 100 W,
PO Box 277
Midway, UT 84049

Contact Person: Nancy O'Toole
Contact Phone: (435) 671-1453
Contact Email: notoole@mountainland.org

Legal Status of Grantee: Governmental Agency
Vendor #: 38245G

2. **THE GENERAL PURPOSE OF THIS CONTRACT:** The purpose of this contract is to provide a conditional grant on a reimbursement basis to Grantee under the Rural Communities Opportunity Grant ("RCOG") program.
3. **AUTHORITY:** This Contract is entered into and pursuant to the State's authority to administer funds under Utah Code § 63N-4-8 et seq.
4. **CONTRACT PERIOD:** This Contract shall remain in effect until all obligations of this Contract have been performed by Grantee not to exceed twenty-four (24) months from the effective date shown below.

Effective date: December 12, 2024.
Termination date: December 14, 2026.

5. **CONTRACT AMOUNT:** The State awards and Grantee accepts a potential grant award of up to \$600,000.00, which represents the maximum amount that will be awarded under this Contract.

Commodity Code: 99999

6. **BY ACCEPTING GRANT AWARD, GRANTEE HEREBY AGREES TO THE FOLLOWING:**
- a) Grantee agrees to abide by the terms and conditions outlined in Attachment B: Rural Communities Opportunity Grant Terms and Conditions, as well as all other applicable terms, conditions, administrative rules, statutes, and instructions and guidelines listed in the application at the time Grantee applied for the Grant.
 - b) Grantee shall use the grant funds solely for the purposes outlined in Attachment B: Rural Communities Opportunity Grant Terms and Conditions and Attachment C: Project Plan, which are incorporated herein by reference, to accomplish the deliverables and outcomes outlined in and costs allowable under this Contract, program policies and procedures.
 - c) Grant Disbursement Period: Subject to the terms and conditions provided herein, Grant funds shall be



disbursed during the period shown below, unless extended in writing by the State.

Beginning date: December 12, 2024

Ending date: December 14, 2026

- d) Grantee agrees to demonstrate a funding match which may be provided by any combination of a:
- 1) community reinvestment agency,
 - 2) redevelopment agency,
 - 3) community development and renewal agency,
 - 4) private sector entity,
 - 5) nonprofit entity,
 - 6) federal matching grant, or
 - 7) county or municipality general fund match,

and that total a:

- 1) 10% match for a county of the sixth class,
- 2) 20% match for a county of the fifth class,
- 3) 30% match for a county of the fourth class,
- 4) 40% match for a county of the third class.

Or, for a municipality in any rural county classification, including within the second class, that total a:

- 1) 10% match for a town,
- 2) 20% match for a municipality of the fifth class,
- 3) 30% match for a municipality of the fourth class,
- 4) 40% match for a municipality of the third class.

- e) Grantee is a qualified Rural Community as described in Attachment D: Qualified Rural Counties and Communities incorporated herein.
- f) A County must have a functioning County Economic Opportunity Advisory Board ("CEO Board") as defined in Utah Code section 63N-4-803 and as further described in Attachment E: County Economic Opportunity Advisory Board incorporated herein, and which exists in the county in which the Grantee is domiciled.
- g) A Rural Community must have a functioning planning and zoning commission or a duly organized municipal economic opportunity advisory board or commission that will act under the same advisory requirements as a CEO Board, as described in Attachment E: County Economic Opportunity Advisory Board incorporated herein, and which exists in the municipality in which the Grantee is domiciled.

7. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:

Attachment A: Standard Terms and Conditions for Grants Between Government Entities

Attachment B: Rural Communities Opportunity Grant Terms and Conditions

Attachment C: Project Plan

Attachment D: Qualified Rural Counties and Communities

Attachment E: County Economic Opportunity Advisory Board

Any conflict between Attachment A and other Attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:



Grantee’s Application and all governmental laws, regulations, or actions applicable to the grant authorized by this contract, including but not limited to, Title 63N, Chapter 4, Rural Development Act and Utah Administrative Rule R357-29.

BY SIGNING THIS CONTRACT, GRANTEE HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ, UNDERSTOOD AND AGREES TO THE CONDITIONS OF THIS CONTRACT.

STATE OF UTAH

MIDWAY CITY

By:
Name:
Title:
Date:
Governor’s Office of Economic Opportunity

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:
Governor’s Office of Economic Opportunity

By:
Name:
Title:
Date:
Governor’s Office of Economic Opportunity

By:
Name:
Date:
Utah Division of Finance

ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR SERVICES BETWEEN GOVERNMENT ENTITIES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
 - c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - f) "Proposal" means Contractor's response to the State Entity's Solicitation.
 - g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
 - h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann.



63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE: INTENTIONALLY DELETED**
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS: INTENTIONALLY DELETED**
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and



Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.
21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.



32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.

34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.

35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.

36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.

37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED

39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.

41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.

42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.

43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 12 December 2019)



ATTACHMENT B: RURAL COMMUNITIES OPPORTUNITY GRANT TERMS AND CONDITIONS

1. **PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS:** The scope of work for this Contract shall be the Grantee's Project Plan as described in Attachment C: Project Plan. Grant funds awarded under this Contract shall be used by Grantee to accomplish the project as described therein.
2. **NATURE OF ENTITY:** For the purposes of this grant, a "Rural Community" means a rural county, or a rural municipality as defined in Utah Code Section 63-4-801. Rural communities eligible for the RCOG include counties of the third, fourth, fifth, and sixth class; cities, towns, and metro townships located in counties of the third, fourth, fifth, and sixth class; and municipalities with a population of 10,000 or less in counties of the second class.
3. **FUNDING:** All Grant funds awarded under this Contract are subject to the following funding conditions:
 - a) Grantee shall not receive any Grant Money until this Contract is fully signed and executed
 - b) Grantee shall submit an invoice for 90% of the Contract Amount to be disbursed prior to full completion of the Grantee's project.
 - c) Grantee shall submit an invoice for 10% of the Contract Amount to be reimbursed contingent upon completion of the Grantee's project and submission of the Final Report.
 - d) In no event shall payments from the State to Grantee exceed in sum the Contract Amount.
 - e) The final delivery of the Contract Amount shall be distributed as reimbursement for dollars spent by the Grantee within the scope of the Grantee's project.
4. **REQUIREMENTS FOR REIMBURSEMENT OF GRANT FUNDS:** The State shall make available to Grantee an online portal allowing Grantee to make requests for final reimbursement of the outstanding 10% of grant funds. The Compliance Department of the Governor's Office of Economic Opportunity will examine the key elements in Attachment C: Project Plan, including Project Proposal, Scope of Work, Deliverables and Outcomes, Timeline and Budget to determine reimbursement qualification. In addition to documentation relating to the key elements as stated above, Grantee will submit the following documentation upon final reimbursement request:
 - a) A Letter of Request on entity letterhead specifying the amount requested and certifying that the project is fully completed and all project invoices to Grantee have been paid by Grantee. The Letter of Request shall be signed, and the accuracy of the information verified by a company officer.
 - b) Copies of all invoices and evidence of payment (i.e. checks, bank statements, loan agreements) for work on the project.
 - c) Documentation of Grantee's contribution to the Project Plan equal to or greater than the matching amount as specified in section 6(d) of the contract.
 - d) A Final Report as described herein.
5. **REIMBURSEMENT REQUESTS:** Requests shall be submitted to the State electronically, to the Program Director in the Center for Rural Development and/or the Compliance Department at GOEO. A link to the online portal will be sent to Grantee upon the completion of the processing of this Contract. Grantee shall document that all of the Contract Amount received by the Grantee for this project was spent on efforts towards the project.
6. **SCHEDULE OF PAYMENT:** All reimbursements are subject to performance review of goals and benchmarks established by the Grantee's Project Plan. Grant funds shall be disbursed as follows:
 - a) Reimbursement requests received by GOEO after six (6) months after the Contract End date WILL NOT BE ELIGIBLE FOR REIMBURSEMENT.
 - b) Contract Amount is payable within sixty (60) days of a complete request, and only after approval of the completion of the project.
 - c) Successful completion will be determined by the State, based on documentation of completion of goals and benchmarks as outlined in Attachment C, and as defined above.
 - d) In no event shall payments exceed the total Contract Amount provided for in this Contract. Funds shall



be disbursed within sixty (60) days of receipt of a complete request from Grantee and approved by the Compliance Department of GOEO, in cooperation with the Program Director.

7. **REPORTING REQUIREMENTS:** On or before September 1 of each year, Grantee shall provide a written report to the State that describes the following information:
- a) The amount of Grant Money the Grantee has received.
 - b) How the Grant Money has been distributed by the Grantee, including:
 - i. What companies or entities have utilized Grant Money,
 - ii. How much Grant Money each company or entity has received, and
 - iii. How each company or entity has used the Grant Money.
 - c) An evaluation of the effectiveness of awarded grants in improving economic development in the county, including:
 - i. the number of jobs created,
 - ii. the infrastructure that has been created, and
 - iii. the capital improvements in the county.
 - d) How much matching money has been utilized by the Grantee and what entities have provided the matching money, and
 - e) Any other reporting, auditing, or post-performance requirements established by the State.

With request for final payment, Grantee shall submit a Final Report to the State. The Final Report shall address the following:

- a) Assurances that all monies paid to the Grantee were used towards completion of the project outlined in Attachment C: Project Plan.
 - b) A description and itemized report detailing how key activities and commitments were accomplished and identifying the deliverables with performance measures as outlined in Attachment C: Project Plan.
8. **SITE VISITS:** The State reserves the right to visit the Grantee's operations, the project site, and other facilities related to the project. Grantee agrees to allow State access to such sites and facilities as agreed, upon reasonable notice to Grantee.
9. **ACCESS TO DATA:** At State's request Grantee shall allow State access to data and information about the project to assess progress and ensure that grant funding is being spent on the project specified within the Grantee's Project Proposal.
10. **AUDIT:** Grantee shall allow State auditors to make audits and inspections of all records relating to this Grant. Grantee shall make available for audit and inspection the records of expenditures relating to this Contract until all State audits are completed or for period of up to five (5) years from the date of this Contract. Grantee shall refund to the State any grant funds spent that did not meet the requirements of this Contract and determined by audit to be ineligible under the terms hereof or in accordance with State and Federal law.
11. **STATE CONTACT PERSON:** The State designates the current Associate Director of the Center for Rural Development at GOEO or their successor and the Department Program Coordinator, as the contact persons at the Utah Governor's Office of Economic Development to consult with the Grantee on an ongoing basis. The contact person will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.
12. **EVALUATION:** The State reserves the right to conduct an independent evaluation of the use of the grant funding and of the activities covered by this Contract, including achievement of goals and benchmarks, location of entity, and achievement of outcomes, economic development, and job creation. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. Grantee agrees to allow the State or its representatives, access to and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice.
13. **BREACH OF CONTRACT:** The State reserves the right to demand a refund of the full amount of the grant or a



portion thereof, or to terminate this Contract and pay no further funds, in the event that Grantee breaches any of the terms of this Contract. Grantee agrees to pay any associated collection fees, court, attorney's fees and costs, incurred by the State in collection efforts or caused by the Grantee's breach of this Contract.

14. **ATTRIBUTION:** Grantee shall make appropriate and reasonable efforts to ensure that the GOEO is recognized as a partner in the Project. Such efforts may include recognition of the office in fundraising materials, use of the GOEO name and official logo, and other appropriate attribution for the funding made possible by the office.

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ATTACHMENT C: PROJECT PLAN

PROJECT PROPOSAL:

Midway City (the “City”) plans to modernize its Village Center and Ice Rink to support the businesses surrounding it.

SCOPE OF WORK:

There has recently been a surge in new businesses opening around Midway City’s Town Square. Most of these new businesses are in service of the City’s tourist/event activities. Midway City currently has two significant weaknesses that are affecting the City’s growth in its tourist and event activities: (1) Lack of robust Wi-Fi service and (2) aging skating rink infrastructure.

Wi-Fi service is spotty and unreliable in the commons area, which affects the use of apps such as Pay Pal and Venmo, the most common means of payment for transactions. To remedy this problem, the City plans to install the necessary Wi-Fi hardware around the commons area, making dependable and instantaneous connections available. This will aid the many event vendors and technicians as they interact with customers or with modern wireless equipment.

The condition of Midway City’s ice rink, currently without any form of roof, is deteriorating. As winter is the slowest time of year, the City believes that resolving both challenges will provide a serious boost to winter business finances.

Midway City is at the mercy of constantly changing weather patterns. The winter season has been reduced by some weeks at the beginning or end, or winter rain is now common. The City is also beset by mechanical problems with its aging skating rink infrastructure. Combined, Midway City loses up to 20% of its skating season and finds that visitors take their appetites and other needs to local businesses. The City needs to replace the physical rink, its cooling infrastructure, refrigeration plant, and associated buildings to remain attractive to visitors. Midway City believes the installation of a retractable roof over the entire structure will protect the ice from fierce winter sun as well as will deflect rain. A modern cooling system, combined with the roof, will allow an earlier opening, a later closing, and will do away with mechanical or weather-related closures that currently plague the facility.

In the winter of 2023-2024, the rink had 84,000 guests. Currently, winter is the slow season, and a 20% extension in that period, with dependable service with no mechanical downtime, and a higher quality of ice can be expected to raise that number significantly. Spring is the best “Out of Doors” skating time. A roof to protect the ice and modern cooling equipment capable of supporting ice at warmer ambient temperatures is critical. A 10-20% increase in foot traffic to the City’s restaurants and shops during the slow months is enormously important. The result is more skaters spending more days on the ice, and visiting the surrounding businesses to eat, drink and spend their money here.

Specifically, Midway City wants to replace the existing ice rink and install a 200x100 foot retractable roof over it. Its winter purpose is to shade the rink from solar radiation by lowering the ambient temperature a few degrees. This will allow the ice freezing operations to begin earlier and extend the ice’s usefulness into the spring. It will shelter the ice from winter rain events and the intense sun resulting from a 5,550 feet elevation above sea level. The roof needs to be retractable to protect from the area’s fierce wind events here as well as heavy snowstorms. It needs to be able to fold up as almost any roof of this nature will be blown apart by winds or crushed by the heavy wet snow of mid-winter.

As the world warms, during the summer the area is experiencing 100 F degree days far more frequently than in the past. This is not ideal for attracting visitors to summer events. The deployed roof will shade



the numerous events that are hosted. Vendors and patrons alike will welcome the shade during the Farmer's Markets, Concerts in the Park, and Swiss Days events. Additionally, rainy Farmer's Market and Swiss Days will be, if not a total loss, at least less distressing.

The original refrigeration system is failing and needs to be replaced. The rink itself needs a modern pump system with chiller tubing for optimal temperature control. This calls for a new concrete slab and a surface upgrade. A fully retractable roof will reduce downtime in protecting the ice from rain and solar radiation. As noted, all of this will allow the rink to open around November 1st and remain open into the early spring. The two mobile trailers will be replaced with one large addition on the north side of the community center. This will house a concession area, bathrooms, tickets and rentals, and a 'warming hut' for guests.

The City needs a Wi-Fi upgrade throughout the Town Square and City Center. Currently, internet dead spots exist in far too many places. Midway City hosts an annual Farmers Market from June to October and recently added live music to the event. The Swiss Days event attracts over 100,000 visitors and completely fills the square with vendors. Many, if not most, of these vendors use Venmo, PayPal, or other apps to pay for purchases. Art sales, a "must have" activity in the Town Square, require very dependable Wi-Fi service for customers. This upgrade calls for new cable connections to existing buildings and surface lines for wireless connection points throughout the Town Square to provide complete coverage. The cost of the Wi-Fi service upgrade is estimated to be around \$52,000.

The Midway Boosters spend \$50,000 each Swiss Days to erect a huge canopy tent over the ice-skating rink. They are willing to donate \$50,000 annually for five years, which will pay for half the cost of the new retractable roof. This roof will also be used for all the summer events, in addition to Swiss days and the skating season.

Midway's Ice Rink opened in 2000 because of the dedication of one council member and an enormous amount of work by volunteers. Due to the short natural ice season and the Ice Rink's popularity, the council approved upgrading to a refrigerated rink in 2002. At the time, Midway City was given a refrigeration unit from the 2002 Olympics. The City also bought two mobile trailers for a warming hut and skate rental building, and both are still used today. Volunteers and local contractors donated the labor. In 2017, the nonprofit Midway Ice Rink Committee was formed to oversee the administration and maintenance of the Rink.

In 2022, a Town Square Master Plan was developed to capitalize on the Town Square and make it more attractive and usable for public events. Phase One of this Plan is an upgrade of the Ice Rink and an additional building and expanded Wi-Fi coverage. The total cost for Phase One is estimated by the city engineer to be \$2,392,000. Midway City is asking GOEO for a \$600,000 grant. Midway has already budgeted the remaining costs.

Midway's Ice Rink (the "Rink") lies at the center of the City's Town Square and public spaces. When the Rink opens it stays open seven days a week. General admission is affordable, and there are group and private party rates. The Rink has a volunteer administration and has 19 part- or full-time employees during its active season. That is expected to increase. Eight new shops have opened across the street from the Rink. Having the Rink open seven days a week, until nine most nights, provides customers in the slower months of winter.

This year alone eight new businesses have opened around the town square. The City now has Folklore Bookstore, a bed and breakfast, Beljar homewares, The Chocolate Factory, and Hidden Peak Provisions, who sells designer sandwiches and pasta. To the north of town is the Wasatch Mountain State Park,



hosting cross-country skiing and snowshoeing events during winter. To the south of town, Soldier Hollow offers cross-country ski events and snowshoeing at the Deer Creek Trail. Central Midway's draw for winter visitors is the ice-skating rink. Businesses stay open later at night to accommodate their users. In the warm months, the space will be used for the summer concert series, Farmers Market, Yoga in the Park, and additional events planned once the rink/shade roof is built. In Midway, the summer days are too hot not to have an event under cover from the sun.

This project has been discussed with business owners around the village center. All agree that extending the skating season will result in significant additional customer presence, extended winter hours, and added financial activity. Entrepreneurs involved in summer activities see solving the Wi-Fi challenges as extremely important to the guest experience. Happy buyers buy more. Shaded customers do and buy more. In at least one case, hours have already been extended and the one day each week the business is closed has been changed to accommodate weekend visitors.

While there is a ceiling as to how many visitors a small town can absorb at one time, the City believes these upgrades will not crowd in more visitors per hour, but instead will expand the hours of activity, especially during the winter season. The success of this effort will be measured by the extension of the skating season and by attendance numbers and amount of sales during summer events. Currently the City welcomes entertainers, vendors, and permanent businesses that cater to all comers. This project will extend the season of the winter attraction, the skating rink, at both ends, as well as support better quality ice. Extending this season adds to the foot traffic to our restaurants and shops. Making upgrades to the Wi-Fi system and offering shade makes the summer visitor's experience easier and cooler. This translates into successful sales for both temporary vendors and permanent businesses. The City's upgrade of both the rink and its roof, and the expansion of its wireless internet system are intended to draw more visitors to the shops and events.

Midway City is a tourist town that depends upon visitors and seasonal residents to drive our economy. As this facility becomes more attractive and more people attend events, our permanent merchants will prosper and hire more employees.

The extended skating season will require longer winter maintenance help. As the popularity of the summer offerings grows, the City will need to add additional parks and recreation employees for maintenance and upkeep. As the number of visitors during off-peak times grows, the permanent businesses will need to add employees. Multiplying this by the businesses within walking distance of Town Center, the City expects as many as 4 new full-time jobs, along with additional part-time job opportunities.

DELIVERABLES AND OUTCOME:

The City calls its town square its "community living room." The Midway Town Square Master Plan includes directions and investments that will make it inviting to those that plan events, programs, concerts, and arts festivals. The City is now focusing on providing improvements for events and entertainment. Wintertime is the City's slower time for tourists and the Rink is a huge draw and a boost to our local businesses. In the winter months, the Ice Rink is the center of action in the town. Tree lighting with Santa Claus, hockey night, and homecoming traditions are hosted here. When the Rink is busy, so are the restaurants within walking distance. The City plans to extend the skating season and reduce rink shutdowns due to warm weather or rain.

Midway City has ample parking spaces around the Town Square. The day-to-day operations are run by a nonprofit organization, but the employees work for Midway City. The rink has its own budget in the



general fund which contributes to capital improvements. Since its creation in 2000, the community has appreciated and supported the Rink as an important and successful part of the community.

The City's long-term goal is to keep the Town Square busy with activities throughout the year. This project is calculated to improve the quality of the visitor experience, and bring more events, and more guests to Midway in all seasons. Ways to measure success include gross receipts among our permanent businesses, the number of vendors that choose to return year after year, and new events that ask to be scheduled here.

The City expanded the Farmers Market with live music and early morning yoga. Music on the Square was every Tuesday night from 6 to 8 pm. Paint the Town, an historic Art Event, and Volksmarch will be able to use the covered space for their events in the heat of the day.

The City is currently contracted with an architect to design the proposed new building and warming hut. The design will match the Swiss architectural style around the square. The City engineer has contacted companies that upgrade or build new ice-skating rinks and is working with an engineering firm on the design. The project is scheduled to be completed in 12 to 14 months once the construction begins. The selected contractor will remove the old rink at the end of the winter and as soon as things dry out, begin construction of the new one. The City has set aside impact fees and is budgeting for the new ice rink's operating costs.

BUDGET:

The upgrades to the Ice-Skating rink have been in the plans since 2022. The design and costs are current in today's market. Once the grant has been awarded, the City Engineer and Sunrise Engineering will spend the remaining summer months finishing the final touches on the design and will schedule and prepare for a request for a bid. The bid should go out in early fall so the work can begin as soon as the snow melts and it is too warm for the ice rink, usually around April 1.

The project will begin with the removal of the old skating rink and its support machinery. All buried utilities for the new structures and the Wi Fi upgrades will follow. The new rink, its roof and support buildings and machinery, and final landscaping are done as each preceding step is completed. The awning company ShadeFX Canopies Inc. will manufacture the retractable awning and will have the roof installed once the ice rink is complete. The City expects the project to be completed in time for skating to begin in November 2026 and hopes to have some of it useable for the later summer events in August or September 2025.

See the budget sheet on the following page.

Midway City Corporation



Town Square Master Plan Phase One

ICE RINK UPGRADE	Description	Cost
	header piping/ circulation pump	\$ 290,000.00
	Concrete Slab and Chiller Tubing	\$ 550,000.00
	200'100 retractable awning \$25 FT2	\$ 500,000.00
	Building/tickets/rentals/warming hut/ concession area/bathrooms	\$ 1,000,000.00
Total cost for Ice Rink		\$ 2,340,000.00
WI-FI UPGRADE	Description	Cost
	1000ft cable/1000 ft conduit (schedule 40 gray 1.5" electrical conduit)	\$ 3,700.00
	1000 ft of trenching/ junction box(s)	\$ 40,000.00
	4 wi-fi routers	\$ 1,800.00
	4 commercial grade ethernet switches	\$ 5,000.00
	Installation/ labor /hardware	\$ 1,500.00
Total cost for WI-FI		\$ 52,000.00
Grand Total		\$ 2,392,000.00
Grant Request		\$ (600,000.00)
Midway matching funds		\$ 1,792,000.00



ATTACHMENT D: QUALIFIED RURAL COUNTIES AND COMMUNITIES

Rural counties in the State of Utah of the third, fourth, fifth, or sixth class that have created and have an active CEO Board; or, a city, town, or metro township located within the boundaries of a rural county; or, a municipality with a population of 10,000 or less in a county of the second class with an active planning and zoning commission or a duly organized municipal economic opportunity advisory board or commission are eligible to apply for the RCOG. Rural counties, by classification (State Code 17-50-501), are:

Counties of the Third Class (Population of 40,000 or more, but less than 175,000)

- Cache County
- Tooele County
- Box Elder County
- Iron County
- Summit County

Counties of the Fourth Class (Population of 11,000 or more, but less than 40,000)

- Uintah County
- Wasatch County
- Sanpete County
- Sevier County
- Carbon County
- Duchesne County
- San Juan County
- Millard County
- Morgan County
- Juab County

Counties of the Fifth Class (Population of 4,000 or more, but less than 11,000)

- Emery County
- Grand County
- Kane County
- Beaver County
- Garfield County

Counties of the Sixth Class (Population less than 4,000)

- Wayne County
- Rich County
- Piute County
- Daggett County

Qualified rural municipalities (incorporated municipalities within a county of the third, fourth, fifth, or sixth class) by classification (State code 10-2-301), are:

- A municipality with a population of 30,000 or more but less than 65,000 is a city of the third class
- A municipality with a population of 10,000 or more but less than 30,000 is a city of the fourth class
- A municipality with a population of 1,000 or more but less than 10,000 is a city of the fifth class



- A municipality with a population under 1,000 is a town

Qualified incorporated municipalities in a county of the second class with populations of less than 10,000 are:

- A municipality with a population of 1,000 or more but less than 10,000 is a city of the fifth class
- A municipality with a population under 1,000 is a town

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ATTACHMENT E: COUNTY ECONOMIC OPPORTUNITY ADVISORY BOARD

"CEO Board" means a County Economic Opportunity Advisory Board as described in Utah Code Section 63N-4-803.

**Note: For a municipality to qualify for a RCOG it must have a functioning planning and zoning commission, or a duly organized municipal economic opportunity advisory board or commission, that will act under the same advisory requirements as a CEO Board.*

Each rural county that seeks to obtain a RCOG shall create a CEO Board composed of at least the following members appointed by the county legislative body:

- a county representative,
- a representative of a municipality in the county,
- a workforce development representative,
- a private-sector representative, and
- a member of the public who lives in the county

The county legislative body may also appoint additional members with experience or expertise in economic development matters. In appointing members of the CEO Board, the county legislative body may consider gender and socioeconomic diversity.

Each CEO Board shall assist and advise the county legislative body on:

1. applying for a RCOG,
2. what projects should be funded by grant money provided to a rural county under the program, and
3. preparing reporting requirements for grant money received by a rural county under the program.

CEO Boards are subject to Utah Code § 52-4-101 through 52-4-305, and are expected to abide by ethics in governance, and conflict of interest practices.

Appointment and Terms of CEO Board Members

1. Appointment and Terms:
 - a. The county legislative body shall appoint each new member or reappointed member to a four-year term. It is encouraged that an appointed member of the CEO Board be limited to serving two (2) consecutive terms.
 - b. The county legislative body shall, at the time of appointment or reappointment, adjust the length of terms to ensure that the terms of advisory committee members appointed by the county legislative body are staggered so that approximately half of the appointed advisory committee members are appointed every two years.
2. The CEO Board shall elect a chair of the advisory board. It is encouraged that a CEO Board Chair serves for no more than two (2) consecutive years.
3. The CEO Board shall elect annually a vice chair from the advisory board's members.
4. When a vacancy occurs in the membership for any reason, the county legislative body shall appoint the replacement for the unexpired term.



5. A majority of the CEO Board constitutes a quorum for the purpose of conducting advisory board business and the action of a majority of a quorum constitutes the action of the advisory committee.

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Exhibit 2

MIDWAY TOWN SQUARE MASTER PLAN





Prepared By
IBI Group
March 2022



MIDWAY TOWN SQUARE MASTER PLAN

The Midway Town Square is the heart of the community. The recommended improvements are the result of a year long process including significant community-based dialogue with the Working Committee, Steering Committee, key stakeholder groups and resident surveys and open houses. The goal of the process is to establish the future vision for the Town Square to best serve the residents and business owners of Midway, upgrade its infrastructure and functionality, and become a meaningful experience and attraction which celebrates the heritage of our mountain community.

The Concept Master Plan is a flexible, long-term guide for improvements to organize existing assets and enhance access and connectivity to the Town Square from surrounding areas. New amenities and features are envisioned to improve pedestrian safety and movement, encourage longer visits and informal activity, and educate users about the history of Midway. The Plan promotes year-round, day-to-day use as well as supporting weekly, monthly or annual events and festivals such as farmers market and Swiss Days among others.

The following design narrative identifies the key features and amenities proposed, a general description of the intent and character of each, and the resulting benefits to the Town Square experience. Collectively, these elements create a strong foundation for a vibrant, authentic and meaningful Midway Town Square.

TOWN SQUARE VISION

The Town Square is the heart of Midway and is central to the town's identity and character. It has become a beloved gathering space for the community and an important asset for the citizens of Midway. It is also home to the Ice Rink and Swiss Days, which are essential pieces of the Town Square's past and future.

The design and function of the town square should reflect and promote the community's values. As we look at our community now and into the future, we want to ensure that the Town Square is meeting its potential as a place that Midway citizens are proud of. A successful town square evolves and adapts over time to meet the current needs of its residents, while respecting the history of the place.



GUIDING PRINCIPLES

- Enhance Town Square as the central gathering place for Midway residents
- Better connect the square to Main Street and the surrounding town center
- Emphasize Midway's history and culture and embrace Midway's Swiss theme
- Support a year-round celebration of the seasons
- Optimize for community events, from large formal events (e.g. Swiss Days) to small informal events (e.g. movie night in the square)
- The square should maintain the feeling of being “green” and “open”
- Add elements to make the square more functional (e.g. benches, restrooms, etc.)
- Add elements that make the square a more interesting experience (e.g. enhanced landscaping and ornamental plantings, water features, etc.)
- Add value to the town center and surrounding properties
- Embrace views to the mountains
- Implement solutions that are economically responsible and environmentally sustainable
- Ensure all improvements can and will be properly maintained



CONCEPT MASTER PLAN

Concept Master Plan Features

- ① North/south and east/west promenades. *See page 8*
- ② Additional tent space along promenades that doubles as an interpretive walk reflecting Midway's heritage. *See page 8*
- ③ Enhanced perimeter street gateway entries. *See page 10*
- ④ Flexible gathering plaza to support food trucks, temporary fire pits, seating or concert stage for events. *See page 12*
- ⑤ Iconic water feature. *See page 14*
- ⑥ Resurfaced ice rink that encourages multipurpose, year-round use. *See page 15*
- ⑦ Updated chiller building for Ice Rink. *See page 15*
- ⑧ Small multipurpose entertainment plaza. *See page 16*
- ⑨ Enchanted forest to highlight and protect existing grove of evergreens. *See page 18*
- ⑩ Restroom facility attached to the Midway City Office Building. *See page 18*
- ⑪ Memorial grove near Midway City Offices providing shade, flower gardens, pathways and remembering key community figures of the past. *See page 18*
- ⑫ Open air, multipurpose pavilion and bbq pit. *See page 20*
- ⑬ Town Square Lodge: re-purposed Community Center into a destination support facility for the Town Square to include restrooms, ice skating support and concessions, multipurpose community space, storage and maintenance. *See page 21*





THE PROMENADES

The primary organizing elements of the Plan are the north/south and east/west pedestrian promenades which connect existing and future assets, improve physical and visual access and connectivity, provide infrastructure corridors, promote walking and strolling, and provide a canvas for historical interpretation.

- The promenades replace the internal vehicular drive and eliminate pedestrian and vehicular safety conflicts.
- The promenades are generous in width to allow for maintenance access and event setup and tear down. Additionally, there are several locations where a 10' wide extension along the promenades creates seating areas, interpretive features and allows for vendor tents during events.
- Promenades create pedestrian gateway access from all four sides of the Town Square. When connected to the perimeter walk and multipurpose path, the system completes a series of loop walkways around and internal to the Town Square, providing a variety of walk experience and distance options.
- Promenades may also act as infrastructure corridors for needed support utilities or event systems. Alignment and location of these corridors preserves and connects all existing multipurpose lawn spaces.
- Configuration of the promenades is inspired by the cross emblem of the Swiss flag and is celebrated at the promenade intersection in the paving pattern. This intersection becomes the heart of the Town Square and organizes the adjacent plaza and water feature.





Looking North down the North / South Promenade



GATEWAYS AND IDENTIFICATION FEATURES

A goal of the Concept Master Plan is to improve the image, identity and visual access to the Town Square. The Plan proposes identification features at all corners including the existing Midway Fort monument at the southeast corner. Gateway elements are envisioned at Main Street, 100 East and 100 North to better integrate the Town Square into the Main Street experience and provide cultural and sculptural features to pass through when visiting.





Gateway Monument on corner of 100 N and 200 W



CENTRAL PLAZA

The Concept Master Plan seeks to provide more options and activities by creating a multipurpose Town Square Plaza at the east end of the ice rink. This plaza is designed as a flexible space that can provide day-to-day seating options, food truck offerings, or set up with a temporary stage for concerts or performances with spectator seating spilling onto the ice rink

plaza surfacing. Consideration should be given to providing a canopy over the plaza to provide much needed shade for this gathering space and weather protection for activities or events.





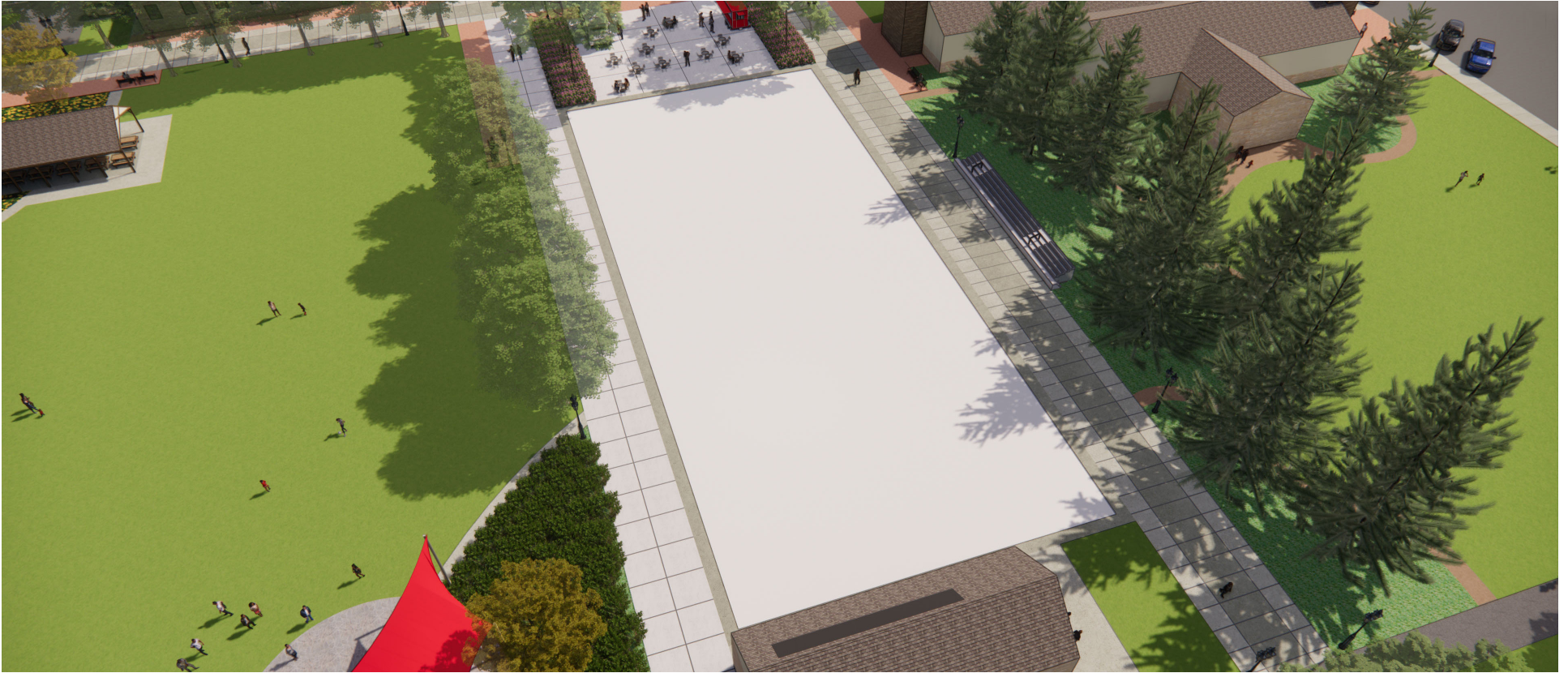
Central Plaza with Optional Shade Structure / Canopy



TOWN SQUARE WATER FEATURE

The Town Square Water Feature is located east of the Town Square Plaza and promenade and oriented to highlight the mountain views to the west. This element is intended to be a visual interpretive feature with recirculating cascade water effect and not interactive or allow bodily contact. It's envisioned as a linear feature to reflect the mountain ridgeline and create a contemplative experience for all to enjoy and celebrate the power and value of water in our mountain environment.

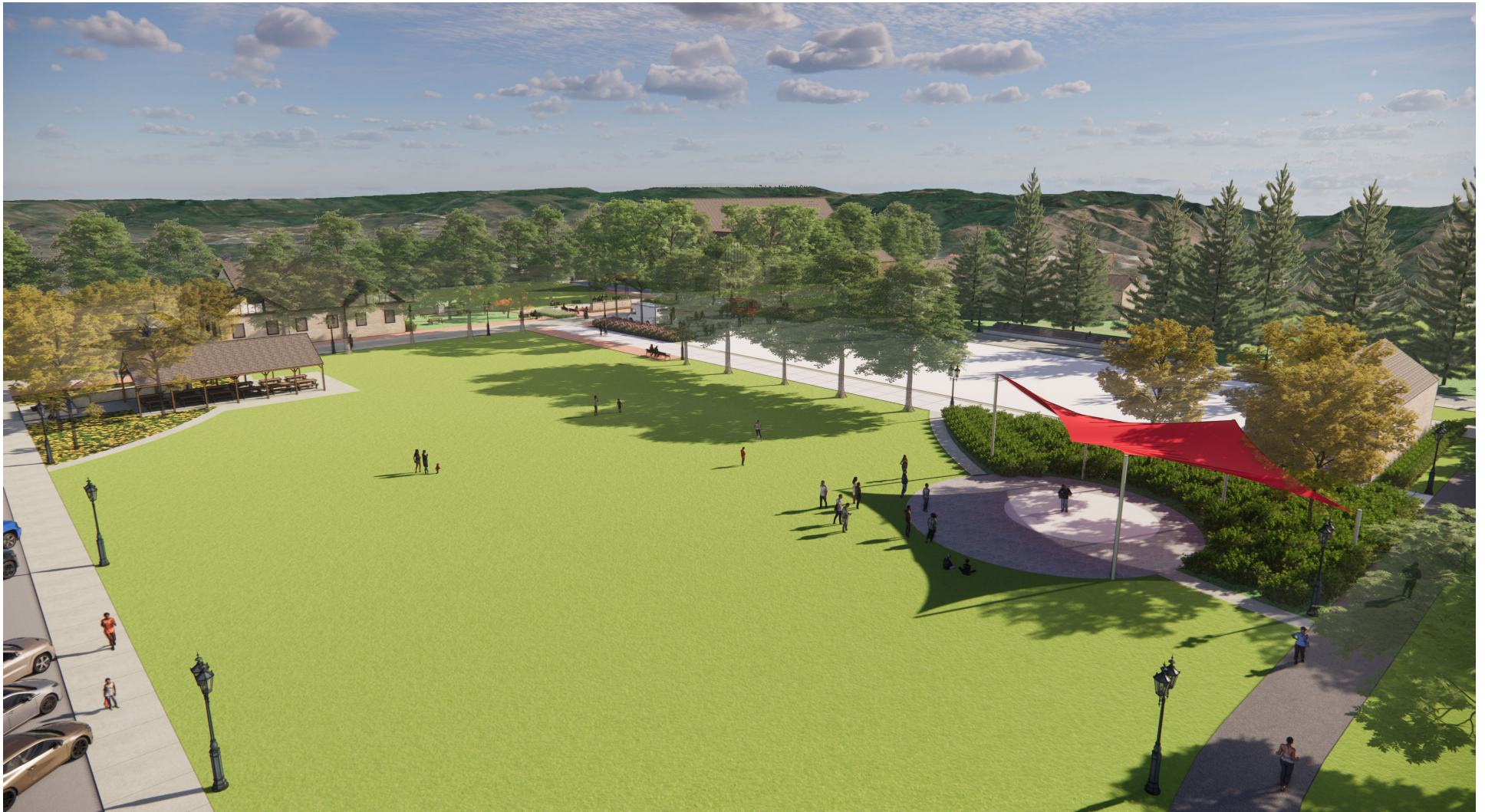




ICE RINK PLAZA IMPROVEMENTS

The Ice Rink has clearly become a community favorite and generates significant visitation from out of County users. The Concept Master Plan seeks to enhance the wintertime user experience by providing permanent support facilities such as public restrooms, concessions and rental, warming hut and storage in the proposed Town Square Lodge (described on page 21). This would eliminate the need for temporary trailer facilities and improve operations and the user experience. Additionally, the Plan recommends resurfacing of the ice rink plaza to allow for better year-round use during shoulder and summer seasons. Resurfacing would eliminate the current slick safety conditions and allow for multipurpose use of this valuable paved surface for markets, temporary art installations, roller skating, or other programmed activities.

Significant conversation has taken place over the years regarding constructing an open-air canopy over the ice rink plaza. There are many benefits to a canopy including improved ice maintenance, extension of the ice-skating season, as well as shade for the plaza during summer months and events. The primary concerns include mountain and night sky views obstruction, impact on the ambiance of “skating under the stars”, and the costs of a long-span structure. The Concept Master Plan provides flexibility to allow a canopy structure to be constructed and recommends the idea of a partial canopy to preserve mountain and night sky views while still providing shade based on solar aspect designs.



THE NORTHWEST QUADRANT

The Northwest Quadrant of the Town Square provides many opportunities for gatherings and events while maintaining multipurpose open space for informal recreation, picnicking, lawn games and festival booths. Key attractions in the Northwest Quadrant includes the 30' x 60' open air pavilion for family reunions, pancake breakfasts, corporate events or informal picnicking providing revenue generating opportunities oriented

to the mountain views. Adjacent to the pavilion is a new barbecue pit for Swiss Days and public barbecue stations to support group gatherings with easy access to street parking (see additional information on page 20). The addition of a small multipurpose plaza at the west end of the lawn will provide a gathering or event option to the Town Square Plaza. This could host small weekly music nights with lawn seating and spectator views to the mountains.





View of Small Multipurpose Plaza

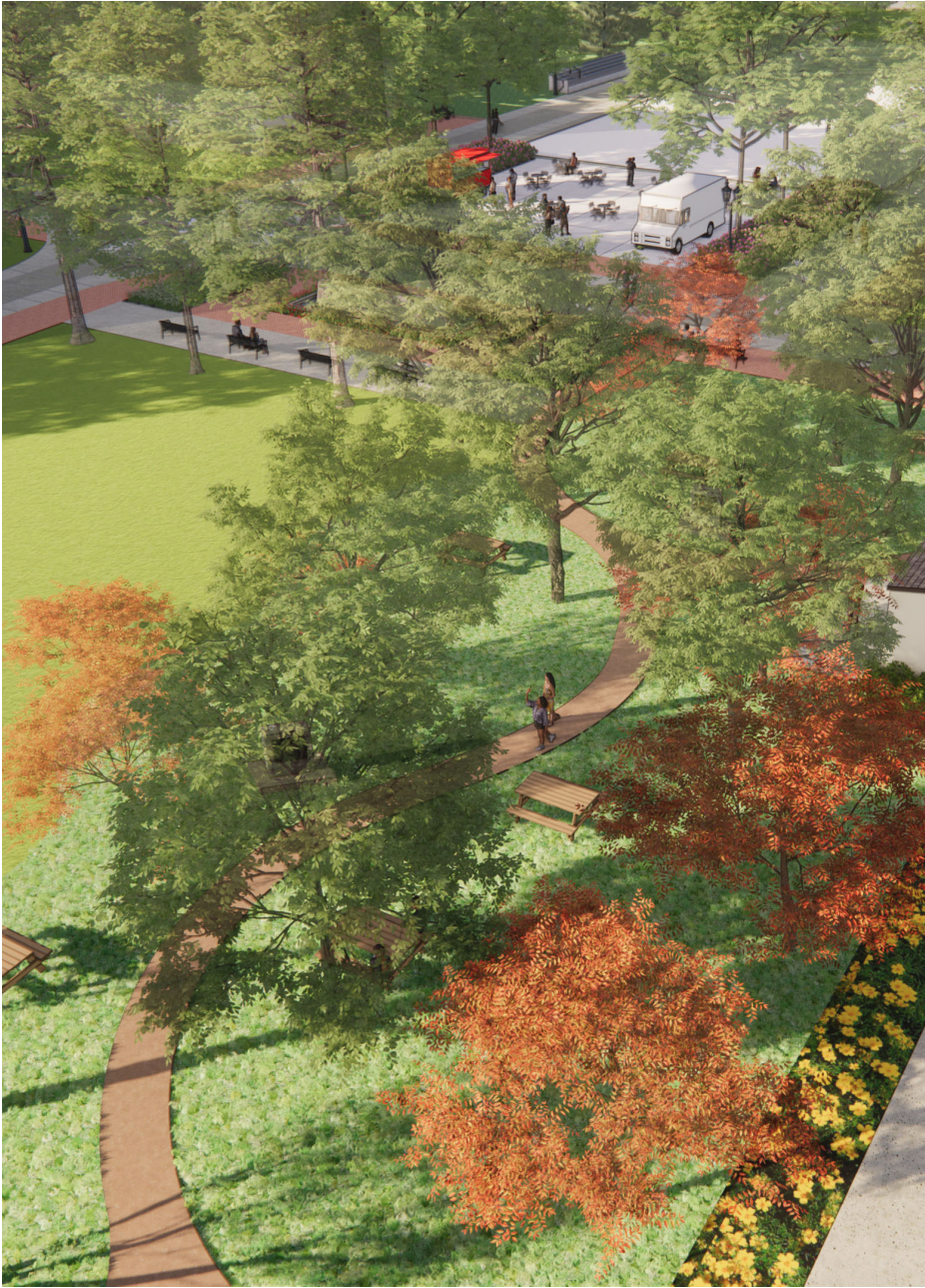


MEMORIAL GROVE AND ENCHANTED FOREST

To compliment the larger and more formal gathering spaces and amenities, the Concept Master Plan envisions two organic and intimate spaces in the Memorial Grove next to the City Offices and the Enchanted Forest beneath the canopy of the existing evergreen trees on the south side of the ice rink plaza. The Enchanted Forest utilizes the dense shade canopy of the evergreen trees and provides a meandering interpretive path, seating opportunities, public art and shade loving groundcover and perennial

plantings. The Memorial Grove near the City Offices will provide additional meandering walks connected to the primary circulation corridors, more seating, picnicking and ornamental plantings as well as opportunities to celebrate and highlight key figures in the history of the community. The Memorial Grove also includes a public restroom addition to the south side of the City Office building.





Birdseye View of Memorial Grove



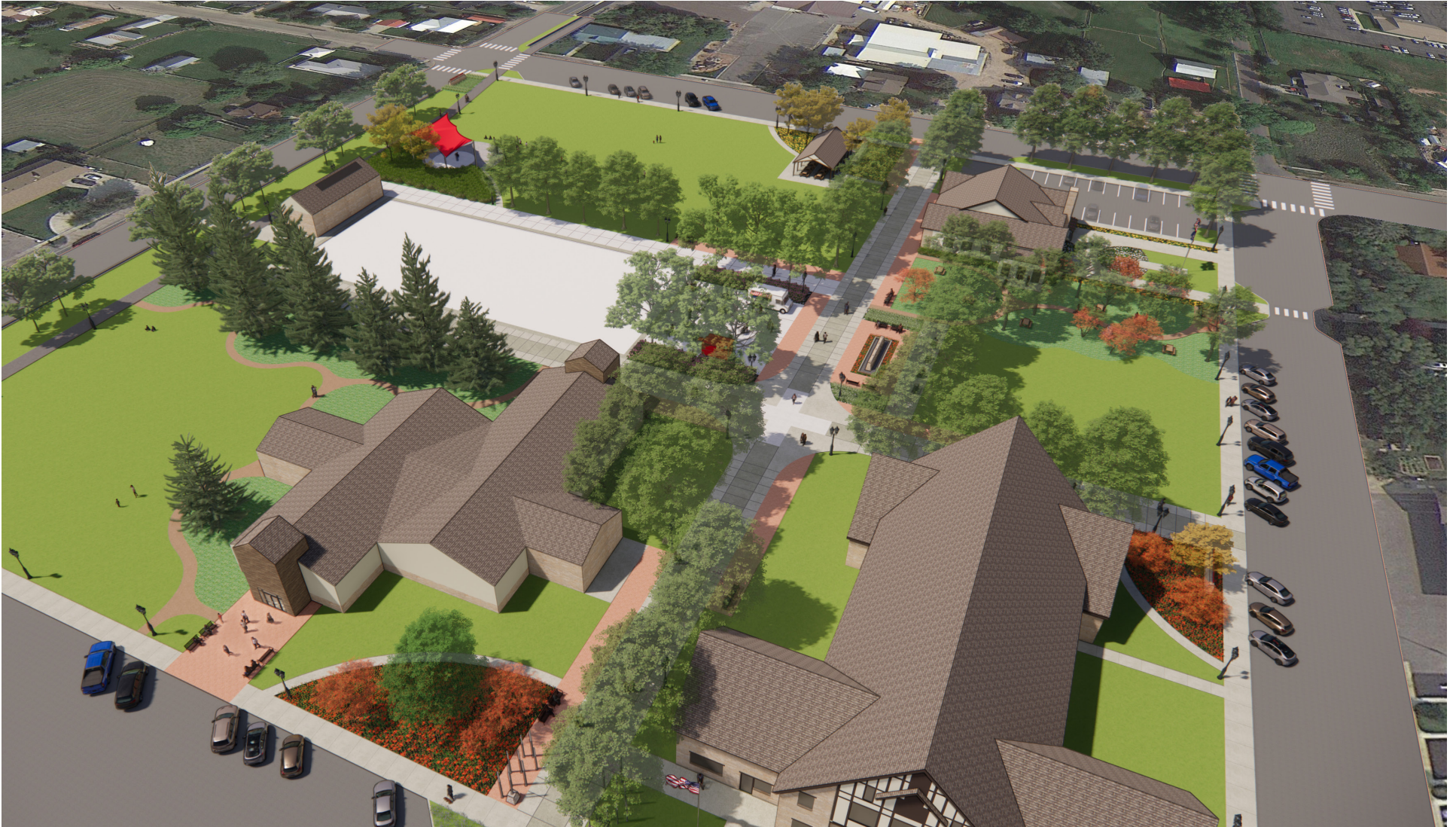
View of Enchanted Forest



OPEN AIR PAVILION AND BBQ PIT

The 30' x 60' open air pavilion provides opportunities for family reunions, pancake breakfasts, corporate events or informal picnicking providing revenue generating opportunities oriented to the mountain views. Adjacent to the pavilion is a new barbecue pit for Swiss Days and public barbecue stations to support group gatherings with easy access to street parking.





TOWN SQUARE LODGE

In concept, the idea behind the Town Square Lodge is the repurposing or replacement of the existing Community Center to act as the primary support facility for the Town Square providing public restrooms, concessions and gear rentals, interpretive or cultural information, flexible meeting spaces, and storage and maintenance for year-round operations.



PARKING MODIFICATIONS AND PEDESTRIAN CROSSWALKS

The quantity and convenience of parking in the Town Square area will always be a challenging and divided topic to address. The Town Square Concept Master Plan recommends that a town center parking assessment and master plan be conducted to address the community-wide parking challenges and provide a holistic community guide to recommend parking solutions. Currently, there are 46 parking spaces along the internal driveway and 102 on-street parking spaces along 100 West, 100 North and Main Street for a total of 148 parking stalls in and around the Town Square. The Concept Master Plan recommends replacing the internal driveway with the pedestrian promenades to eliminate pedestrian and vehicular safety conflicts, provide a more cohesive and pedestrian oriented experience and create additional uses and attraction as a result. Internally, the Plan proposes a surface parking lot north of the City Offices with easy and convenient access to the promenades and amenities of the Town Square. The on-street perimeter parking is modified due to internal driveway removal and

by the addition of midblock gateways, intersection bulbouts or crosswalk access to Centennial Park. The goal of these adjustments is to optimize the pedestrian experience, provide better connectivity to the Town Square and to improve pedestrian safety. Ultimately, the Plan recommends the following parking adjustments.

Parking Category	Existing	Proposed
Internal Parking	46 spaces	25 spaces
On-Street Perimeter Parking	102 spaces	88 spaces
Total	148 spaces	110 spaces

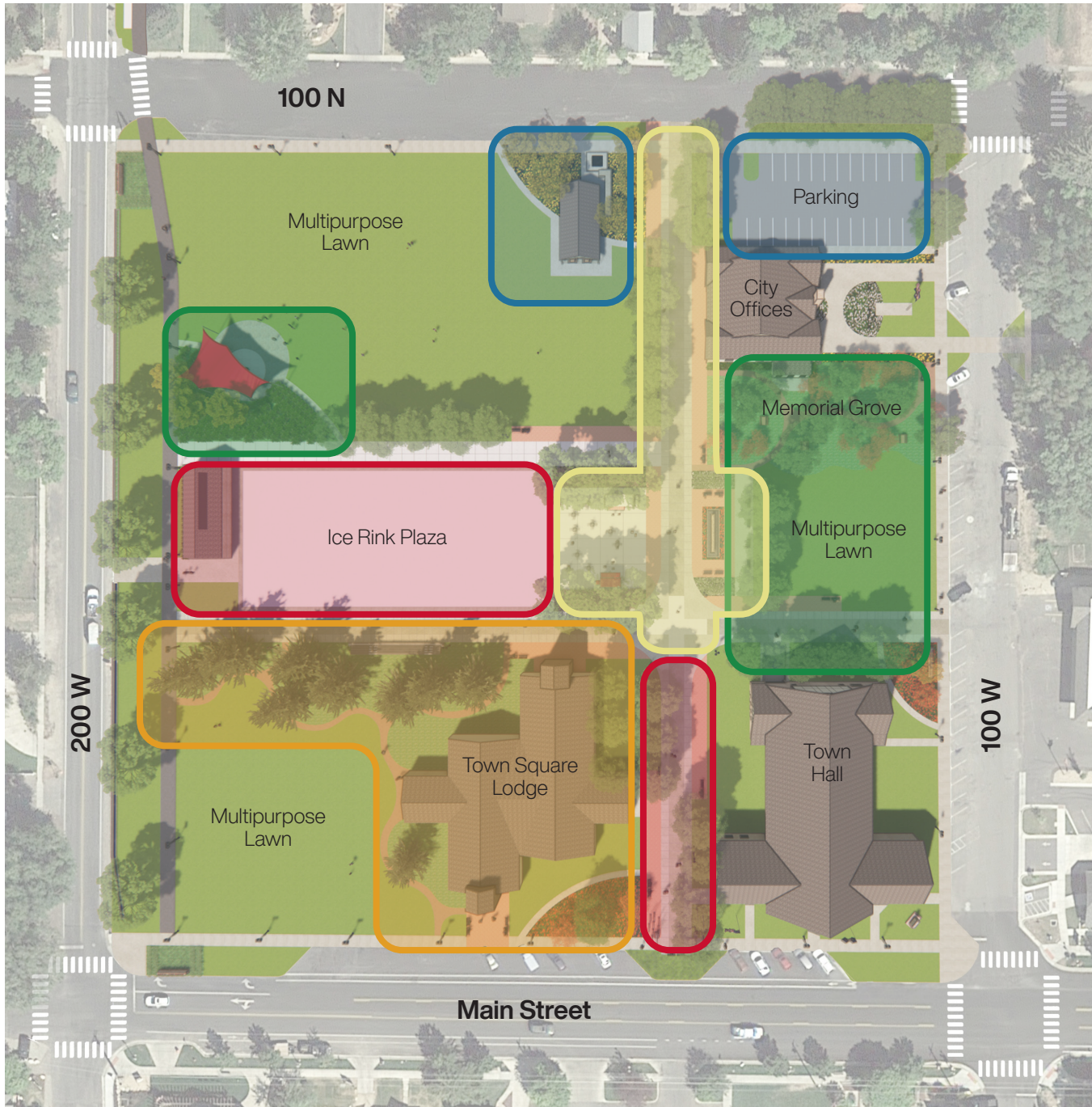
While the net result is a reduction of 38 parking spaces, there is a significant benefit to the community in improved pedestrian access, connectivity to adjacent properties including Centennial Park, and ability to integrate future transit mode alternatives and access such as bus or shuttle stops and bike share facilities.





MISCELLANEOUS IMPROVEMENTS

While the above describes the major features and attributes of the Concept Master Plan, there are many minor, yet significant elements that will add to the success of the Town Square in becoming the heart of the community. These elements include simple, yet meaningful components, such as lighting, signage and wayfinding, interpretive features, public art, furnishings, planting and irrigation improvements, and infrastructure upgrades. By combining these major and minor features in a long-term guide to improvements, we can celebrate the Town Square as the heart and soul of Midway.

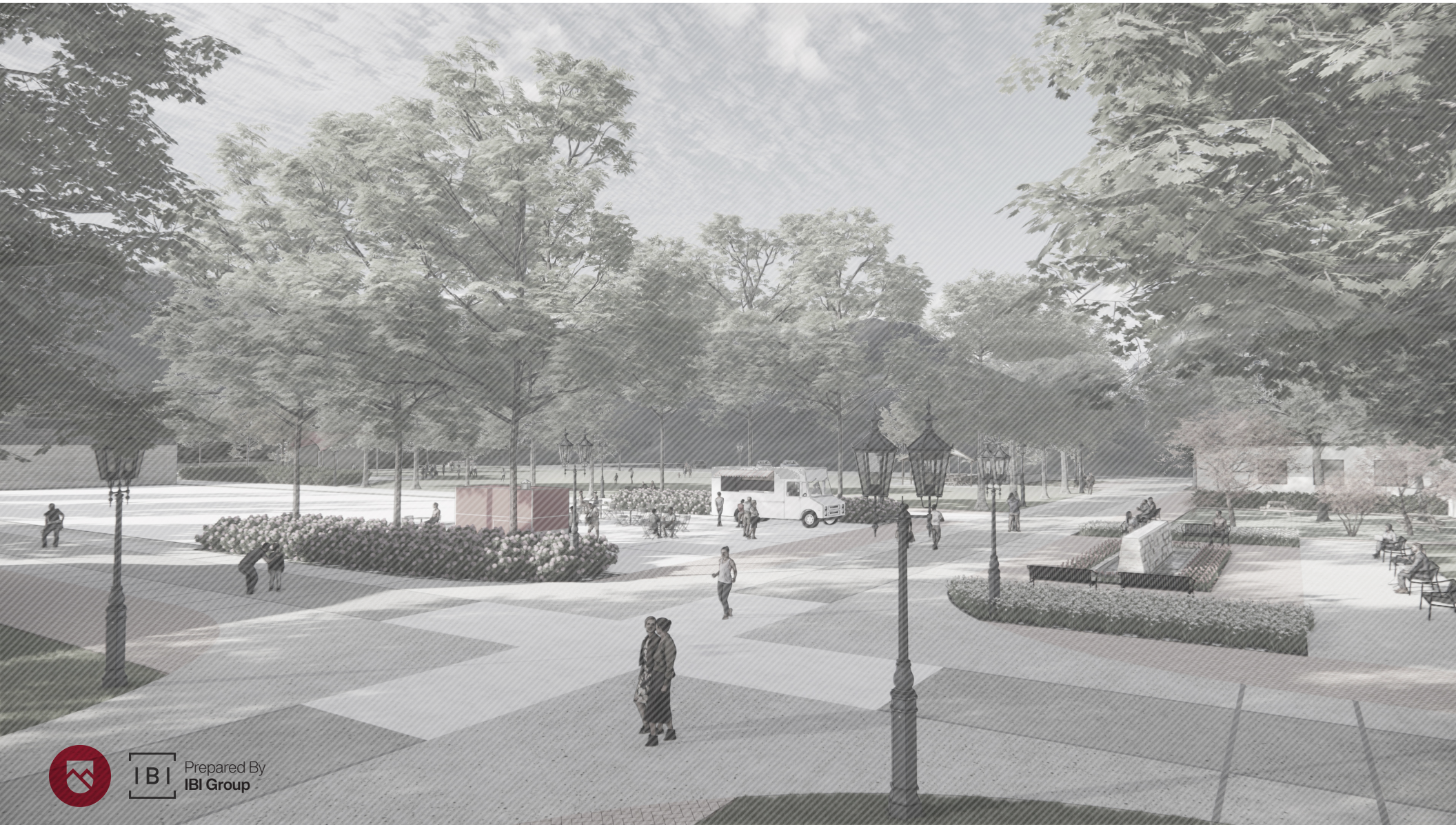


PHASING PLAN

- Phase 1**
South Promenade
Main Street Gateway
Ice Rink Plaza Resurfacing
- Phase 2**
Northeast Surface Parking
Multipurpose Pavilion and BBQ Pit
100 W / 100 N Crosswalks
- Phase 3**
North Promenade
Event Plaza
Water Feature
- Phase 4**
East Promenade
Memorial Grove and Gardens
Multipurpose Event Patio
- Phase 5**
West Promenade
Town Square Lodge
Enchanted Forest



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