



A Special Electronic Meeting of the West Valley City Redevelopment Agency will be held on Tuesday, May 14, 2024, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

LARS NORDFELT, CHAIR
JAKE FITISEMANU, VICE CHAIR

A G E N D A

1. Call to Order- Chair Lars Nordfelt
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
 - A. May 7, 2024
5. Resolutions:
 - A. 24-02: Award a Contract to and Authorize the Execution of a Professional Services Agreement with EV Power Exchange (USA) Corp.
 - B. 24-03: Authorize the Expenditure of Funds from the Granger Crossing Project

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.
- Electronic connection may be made by telephonic or other means. In the event of an electronic meeting, the anchor location is designated as City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.

Area for the Purchase of Vehicle Charging Stations

- C. 24-04: Authorize the Expenditure of Funds from the Hercules Project Area for the Purchase of Vehicle Charging Stations
- D. 24-05: Authorize the Expenditure of Funds from the Jordan River Project Area for the Purchase of Vehicle Charging Stations
- E. 24-06: Authorize the Expenditure of Funds from the North Central Project Area for the Purchase of Vehicle Charging Stations

6. New Business:

- A. Reso 24-07: Amend the Southwest Economic Development Area Project Area Plan to Remove a Parcel

7. Adjourn

MINUTES OF THE REDEVELOPMENT AGENCY REGULAR MEETING – MAY 7, 2024

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THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY MET IN REGULAR SESSION ON TUESDAY, MAY 7, 2024, AT 7 7:57 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS ALSO HELD ELECTRONICALLY VIA ZOOM. THE MEETING WAS CALLED TO ORDER BY CHAIRMAN NORDFELT.

THE FOLLOWING MEMBERS WERE PRESENT:

Lars Nordfelt, Chair
Tom Huynh
Jake Fitisemanu (*electronically*)
William Whetstone
Scott Harmon
Don Christensen
Karen Lang

STAFF PRESENT:

Ifo Pili, City Manager
Nichole Camac, City Recorder
John Flores, Assistant City Manager
Eric Bunderson, City Attorney
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Steve Pastorik, CED Director
Layne Morris, CPD Director
Dan Johnson, Public Works Director
Jamie Young, Parks and Recreation Director
Jonathan Springmeyer, RDA Director
Sam Johnson, Strategic Communications Director
Ken Cushing, IT (*electronically*)
Travis Crosby, IT

APPROVAL OF MINUTES OF ANNUAL MEETING HELD JANUARY 2, 2024

The Board considered Minutes of the Annual Meeting held January 2, 2024. There were no changes, corrections or deletions.

Ms. Lang moved to approve the Minutes of the Annual Meeting held January 2, 2024. Mr. Harmon seconded the motion.

A voice vote was taken and all members voted in favor of the motion.

MINUTES OF THE REDEVELOPMENT AGENCY REGULAR MEETING – MAY 7, 2024

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RESOLUTION 24-01: ADOPT A TENTATIVE BUDGET AND SET FORTH PROPOSED APPROPRIATIONS FOR THE SUPPORT OF THE REDEVELOPMENT AGENCY FOR THE FISCAL YEAR COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025 AND SET JUNE 4, 2024 AS THE DATE FOR THE PUBLIC HEARING

Chairman Nordfelt presented proposed Resolution 24-01 that would adopt a Tentative Budget and Set Forth Proposed Appropriations for the Support of the Redevelopment Agency for the Fiscal Year Commencing July 1, 2024 and Ending June 30, 2025 and Set June 4, 2024 as the Date for the Public Hearing

Written documentation previously provided to the City Council included information as follows:

The Redevelopment Agency will adopt a tentative budget that will be made available for public inspection during regular office hours in the City's Recorder's office and gave notice of a hearing to receive public comment, before the final adoption of this tentative budget for FY 2024-2025.

Upon inquiry by Chairman Nordfelt there were no further questions from members of the Agency, and he called for a motion.

Ms. Lang moved to approve Resolution 24-01.

Mr. Huynh seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Mr. Whetstone	Yes
Mr. Harmon	Yes
Mr. Huynh	Yes
Ms. Lang	Yes
Mr. Christensen	Yes
Chair Nordfelt	Yes

Unanimous.

MOTION TO ADJOURN

Upon motion by Mr. Huynh, all voted in favor to adjourn.

MINUTES OF THE REDEVELOPMENT AGENCY REGULAR MEETING – MAY 7, 2024

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THERE BEING NO FURTHER BUSINESS OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY, THE REGULAR MEETING OF TUESDAY, MAY 7, 2024, WAS ADJOURNED AT 7:59 PM. BY CHAIRMAN NORDFELT.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the Redevelopment Agency of West Valley City held Tuesday, May 7, 2024.

Nichole Camac
Secretary

Item:
Fiscal Impact: \$2,752,199
Funding Source: RDA
Account #: _____
Budget Opening Required: ☐

ISSUE:

This resolution would approve an agreement between West Valley City Redevelopment Agency and EV Power Exchange Corp to provide West Valley City with Electric Vehicle Charging Stations at five (5) locations.

SYNOPSIS:

This agreement would allow EV Power Exchange to install and manage twenty-six (26) 50KW DC fast chargers at West Valley City owned and operated facilities:

Maverik Center -	10
UCCC -	4
Fitness Center -	4
The Ridge GC -	4
Stonebridge GC -	4

These EV chargers will be open for public use and will have a fee for their use. The revenue generated from these chargers will cover the cost of the maintenance and monitoring of the systems.

BACKGROUND:

The Office of Sustainability, having an interest in providing EV charging stations in WVC, put out an RFP in August of 2023. Eleven (11) different companies provided proposals, and based on the established criteria and scoring matrix, EV Power Exchange was selected. The total fiscal impact of the contract is \$2,752,199, however, since the agreement was negotiated, one of the sites, ARA Industrial Park, has declined to have charging stations at their location. At the advice of the City Attorney’s office, and since the agreement is written as a “not to exceed” price, we moved forward with the agreement as written. The total amount, less the 6th site will be \$2,370,223. The RDA has \$850,000 in the current year’s budget allocated for this project. The balance is included in the RDA budget for the next fiscal year. We have received a grant from Rocky Mountain Power in the amount of \$600,000 for this project. This money will be paid to the RDA after completion, reducing the actual cost to \$1,770,223. Additional State and Federal grants and credits are currently being applied for which could further reduce the overall cost of the project.

RECOMMENDATION:

The WVC RDA and Office of Sustainability recommend approval.

SUBMITTED BY:

Jonathan Springmeyer, RDA Director and Chief Sustainability Officer.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AWARDDING A CONTRACT TO AND
AUTHORIZING THE EXECUTION OF A PROFESSIONAL
SERVICES AGREEMENT WITH EV POWER EXCHANGE (USA)
CORP.**

WHEREAS, the Agency requires the installation of electric vehicle charging stations at certain properties in the City; and

WHEREAS, the Agency sought proposals from qualified contractors to perform said work; and

WHEREAS, EV Power Exchange (USA) Corp. (“EVPower”) submitted the most responsive and responsible proposal; and

WHEREAS, a Professional Services Agreement (the “Agreement”) has been prepared by and between the City and EVPower setting forth the terms on which said services shall be rendered; and

WHEREAS, the Board of Directors of the Redevelopment Agency of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of said Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Redevelopment Agency of West Valley City, Utah, that the contract is awarded to EVPower, that the Agreement is hereby approved, and that the Chief Executive Officer is hereby authorized to execute said Agreement for and on behalf of the Agency, subject to approval of the final form of said Agreement by the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2024.

WEST VALLEY CITY

CHAIR

ATTEST:

SECRETARY



EV Power Exchange (USA) Corp.

2197 South 2200 East,

Salt Lake City, UT 84109

Main: (801) 916-0792

Email: tnicolaides@evpowerexchange.com

8/22/2023

City of West Valley

Attn: Electric Vehicle Charging Stations Project

3600 Constitution Blvd

West Valley City, UT 84119

cityofwestvalley@wvc-ut.gov

Subject: Request for Proposal (RFP) Response - Comprehensive EV Charger Solution

Dear Electric Vehicle Charging Stations Project Manager,

Thank you for the opportunity to submit a proposal for the implementation of an Electric Vehicle (EV) charger solution. We are excited to present our EV charging solution, leveraging our extensive expertise in providing high availability services and industry relationships to provide a seamless and comprehensive experience for our partners and customers.

1. INTRODUCTION AND BACKGROUND

EV Power Exchange (USA) Corp. (“**EV Power**”) is an industry leader, devoted to accelerating the efficiency, accessibility, and convenience of EV charging infrastructure. Our full turnkey solutions, strategic partnerships with Original Equipment Manufacturers (OEMs), installers, and maintenance providers, and robust proprietary software perfectly aligned with West Valley City's sustainable vision.

At EV Power, we take pride in offering a comprehensive, end-to-end EV charging solution. From project inception and site selection to managed services and long-term usage, we handle every aspect of the process, making it effortless for partners to embrace EV charging infrastructure. Our roots in Utah allow us to stimulate local growth and understand the unique needs of West Valley City, while our strategic collaborations help secure prime locations for our charging stations. This proactive approach helps prevent potential project delays, ensuring on-time project completion and reduced downtime.

We employ a variety of financial models to incentivize property owners and encourage wider adoption of our EV charging infrastructure, creating mutually beneficial partnerships. Our charging stations are

designed with user-friendly interactions in mind, featuring advanced digital signs and surveillance systems. These enhancements not only provide advertising opportunities but also ensure the safety of the assets and the properties designated by our customers for best-in-class EV Charging Services. Furthermore, we maintain an extensive inventory of spare parts, and commit to 98% operational uptime, which is unrivaled in the industry. Additionally, we provide a reservation system for peak times for the convenience of EV Drivers

At EV Power Exchange (USA) Corp., we are dedicated to helping propel West Valley City towards a sustainable future. Through our comprehensive services and ongoing commitment to innovation, and uptime performance we are uniquely positioned to facilitate this transition.

2. SCOPE OF WORK

EV Power Exchange (USA) Corp. proposes to deliver a comprehensive turnkey solution for West Valley City's electric vehicle infrastructure needs. This includes the provision and installation of 50 KW DC fast chargers from leaders in the industry selected for their superior efficiency, durability, uptime, intuitive user interface and robust back office so all chargers can be monitored in real time 24x7.

These stations come equipped with a suite of smart features such as automatic fault detection, real-time status updates, and remote-control capabilities. Additionally, through our proprietary software and mobile application, we enable users to reserve charging stations in advance, enhancing user convenience and efficiency.

Beyond the supply and installation, we pledge to manage the operations and maintenance of the charging stations, leveraging our industry relationships and expertise. Our commitment to maintaining an extensive inventory of spare parts and secondary gear ensures swift post-installation service, mitigating potential operational delays and delivering on our 98% uptime promise.

Our robust networked solution not only allows for efficient remote monitoring and control of the stations but also opens up potential for future enhancements such as API integration for push notifications, real-time updates, and charging status notifications enhancing user convenience.

In our proposal, we will also provide detailed site drawings and quotations. These will outline the optimal placement of the charging stations for maximum coverage and accessibility, along with a complete breakdown of costs for full transparency.

In choosing EV Power Exchange (USA) Corp., West Valley City will be opting for a partner who understands the evolving landscape of EV charging infrastructure, one that is equipped and ready to meet the needs of the community. We maintain robust associations with local and state advocacy groups to stay informed about policy changes and leverage opportunities in the rapidly evolving EV charging market. This proactive approach allows us to adapt quickly to changing regulations and deliver cutting-edge solutions.

We also offer a networked solution for monitoring usage and controlling the stations remotely.

In addition, we will provide maintenance and service as required, with our team ready to respond 24/7 to any issues or queries.

As part of our comprehensive proposal, all consultants and partners that EV Power Exchange utilizes are encompassed within the RFP approval. This integration ensures a cohesive and streamlined approach, fulfilling West Valley City's specific EV charging infrastructure needs.

3. CONDITIONS TO TENDER:

We understand and agree to the terms of participation in this RFP. All costs associated with developing and submitting our proposal will be borne by us. We acknowledge that West Valley City is under no obligation to award a contract, even if all requirements in the RFP are met.

We agree that all materials submitted will become the property of West Valley City and may be used, modified, or rejected as the City sees fit.

4. LOCATION DETAILS:

Upon careful review of the proposed locations, EV Power Exchange (USA) Corp. is well-prepared to deliver effective EV charging solutions at each site. Our in-depth understanding of site selection, honed by years of experience in diverse settings, gives us the confidence to affirm that there will be no insurmountable challenges.

One of our initial steps will be a meticulous survey of each site to optimize the placement of our EFACEC QC45 model EV charging stations. Through strategic positioning, we will ensure the charging stations are not only easily accessible and ADA compliant but also visible, thus encouraging broader utilization.

Our understanding of local regulations, strong relationships with Original Equipment Manufacturers (OEMs), installers, and maintenance providers will be leveraged to secure smooth installations and ensure ongoing compliance with the industry's best practices.

Our commitment to local engagement further assures that any site-specific challenges will be efficiently resolved with the cooperation of local businesses. This approach not only supports the community but also fosters an environment that promotes swift and efficient installation and maintenance of the charging stations.

As part of our proposal, detailed site drawings will be provided, illustrating the optimal set-up and layout for each location. This step reinforces our commitment to transparency and ensures a clear understanding of the project's scope.

In choosing EV Power Exchange (USA) Corp., West Valley City will benefit from a seasoned, reliable, and innovative partner, ensuring a seamless execution of this project and a boost to the City's sustainable future.

5. PROPOSAL REQUIREMENTS:

Our proposal is built upon our robust industry relationships, deep local engagement, and extensive experience in the EV charging infrastructure space. The components include:

Detailed Description of Proposed EV Charging Stations: We will be deploying the state-of-the-art EFACEC QC45 model charging stations. Our proposal contains detailed technical specifications, capacities, and a user-friendly design augmented by smart features like automatic fault detection and real-time status updates.

Comprehensive Implementation Plan: Our plan incorporates a meticulous site survey, followed by strategic installation, detailed site drawings, and a timeline for project execution. Our turnkey solution promises seamless integration from project inception to completion.

Transparent Cost Proposal: A clear proposal of costs associated with equipment, installation, and maintenance.

Company Qualifications and References: Our proposal showcases our experience, qualifications, strong industry relationships, and successful past projects. It highlights our ongoing local and state advocacy efforts, our commitment to local employment, and our promising partnerships that ensure prime locations for charging stations.

In essence, EV Power Exchange (USA) Corp. brings together innovation, community engagement, and industry expertise to create a sustainable and efficient EV charging infrastructure for West Valley City.

6. SELECTION CRITERIA:

We believe that our proposal will meet and exceed the selection criteria. We have a solid company background, a wide range of product offerings, and top-tier customer support and professional services. Our deal structuring options are flexible, and we offer several additional differentiators, such as access to prime locations, partnerships with local businesses, and rewarding loyalty programs.

Provision of Services and Products Required Above (50%):

EV Power Exchange proposes to deliver a comprehensive turnkey solution, including the provision and installation of EFACEC QC45 model EV charging stations. Our end-to-end solution covers project inception to long-term usage, including strategic site selection, managed services, training, and ongoing support. Our industry-leading charging stations come with smart features, advanced surveillance systems, and proprietary software for enhanced user experience.

Price (25%):

We will provide a complete breakdown of costs, including equipment, installation, training,

maintenance, and additional services, assuring full transparency. Our flexible financial models are designed to suit various budget requirements and foster mutually beneficial partnerships.

Station preparation costs specific to each location and property are subject to fluctuations of the Electrical Contractor and the Power utility charges. Any changes to the pricing contained in this proposal are subject to a "Change Order" which will be priced separately based on the then current labor rates and equipment costs. Permitting and Easements are not included.

Time for Delivery of Products (15%):

We commit to a strict adherence to the timeline mentioned in the RFP. Our proactive approach, extensive inventory of spare parts, and commitment to a 98% operational uptime promise help ensure on-time project completion and reduced downtime.

Ability to Respond Promptly to City Support and/or Maintenance Needs (10%):

We guarantee swift post-installation service and 24/7 support. Our local presence in Utah assures prompt response to support and maintenance needs, aligning with West Valley City's vision for sustainable EV charging infrastructure.

7. TIMELINE:

We understand the timeline mentioned in the RFP and commit to strictly adhering to it, ensuring timely execution of all project stages.

8. SUBMISSION OF PROPOSALS:

We will submit our proposal electronically to the given email address. In case of any issues, we will use the mailing address provided for physical submissions.

9. QUESTIONS:

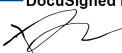
All questions regarding this RFP will be directed to the provided email address. We appreciate this opportunity and look forward to serving West Valley City in their quest for sustainability.

Our EV charging solutions cater to property partners, merchants within your city and to the EV owner. All of those associated with this West Valley City initiative will realize the benefits of having DC Fast Charging facilities in their neighborhood. We believe that our expertise, industry relationships, and commitment to innovation make us the ideal choice for implementing a successful EV charging infrastructure.

We look forward to the opportunity to discuss this proposal further and explore how we can collaborate to advance sustainable mobility in West Valley City. Should you have any questions or require additional information, please do not hesitate to contact us.

Thank you for considering our proposal.

Sincerely,

DocuSigned by:

93FA54CF8A194D0...

Travis Nicolaides

Chief Revenue Officer

EV Power Exchange (USA) Corp.

8/22/2023

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 25th day of March, 2024, by and between the Redevelopment Agency of West Valley City (hereinafter, the "Agency"), a political subdivision of the State of Utah located at 3600 South Constitution Blvd., West Valley City, Utah 84119, and EV Power Exchange (USA) Corp. (hereinafter, "Contractor"), a corporation located at 50 West Broadway #300 Salt Lake City, UT 84101. The Agency and Contractor shall each be referred to individually as a "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, in order to promote additional commercial activity and redevelopment throughout the City, the Agency requires the installation of certain electric vehicle charging stations (the "Work"); and

WHEREAS, the Agency issued a request for proposals seeking qualified entities to perform said Work; and

WHEREAS, the Agency has selected Contractor to perform said Work.

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, the Parties hereby agree as follows:

AGREEMENT:

1. **Project Description.** Contractor shall provide and install the electric vehicle charging stations listed in Contractor's proposal (attached hereto and incorporated herein as Exhibit "A") as further set forth herein.
2. **Contractor's Services.** Subject to the limitations in this Agreement, including but not limited to this Section 2, Contractor shall provide and install the equipment listed in Exhibit "A."
 - a. This Agreement is non-exclusive and shall not guarantee any Work or compensation to Contractor. All of the sites, none of the sites, or some of the sites may ultimately be installed at the Agency's sole and absolute discretion.
 - b. Station installation is dependent upon site and funding availability, potential grant funding, Agency priorities, and other known and unknown limitations. The Contractor shall not perform any Work or contract for materials, equipment, or labor without a written authorization from the Agency to proceed on a specific site and shall not receive any compensation or reimbursement for any such Work performed without said authorization. This Agreement is not authorization to proceed on any site.
 - c. As set forth in Exhibit "A", the specific compensation for each site shall be agreed upon by the Agency and Contractor after taking into account site-specific factors, changes in labor or material costs, and any other relevant factors.

3. **Contractor's Responsibilities.** Contractor will provide all professional services, labor, and materials necessary for the performance of the Work. Contractor agrees that the compensation set forth herein and agreed upon prior to proceeding on a site represents adequate and sufficient consideration for all professional services, labor, and materials necessary for the Work, whether or not those services are individually expressed in this Agreement. Contractor shall provide a warranty covering parts and labor for the Work for the term set forth in Exhibit "A" or as otherwise agreed by the Contractor and the Agency.
4. **Additional Services.** The Agency shall only be obligated to compensate Contractor as set forth in this Agreement. The Agency shall not be obligated to compensate Contractor for any additional services unless those services are approved, in writing, by the Agency.
5. **Agency's Responsibilities.** The Agency shall be responsible for the following:
 - A. **Compensation.** Compensation for any particular site shall be agreed upon by the Contractor and the Agency as set forth above. Compensation paid pursuant to this Agreement shall not exceed \$2,752,199.00.
6. **Termination.** Either Party may terminate this Agreement for cause by providing written notice of default to the other Party and giving ten days to cure the alleged default. In addition, the Agency may terminate this Agreement without cause at its sole discretion. In the event of a termination without cause, all Work ordered prior to the termination shall be performed and all compensation due for said Work shall be paid.
7. **Completion Date and Term.** Unless terminated in accordance with Section 6 above, this Agreement shall remain in effect for five years from the date of execution, except that the warranty shall remain effective for the full term indicated in Section 3.
8. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Notice to any Party may be addressed in such other commercially reasonable way that such Party may, from time to time, designate in writing and deliver to the other Parties as set forth in this section. Such written communication shall be effective upon personal delivery or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective Parties as follows:

If to the Agency: Redevelopment Agency of West Valley City
 Attn: City Manager
 3600 Constitution Blvd.
 West Valley City, Utah 84119

With a copy to: West Valley City

Attn: City Attorney
3600 Constitution Boulevard
West Valley City, Utah 84119

If to Contractor: EV Power Exchange (USA) Corp.
50 West Broadway #300
Salt Lake City, UT 84101

9. **Relationship of the Parties.** It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the Parties. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties hereto, constitute any Party the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of any other Party. It is understood and agreed that Contractor is an independent contractor, and that the officers and employees of Contractor shall not be employees, officers, or agents of the Agency; nor shall they represent themselves to be Agency employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to Agency employees.
10. **Conflict of Interest.** Contractor warrants that no Agency employee, official, or agent has been retained by Contractor to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of Contractor, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation. Contractor further warrants that Contractor shall not engage in any activity, or accept any employment, interest, or contribution that would appear to compromise Contractor's professional judgment with respect to the Work.
11. **Indemnification.** To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold the Agency and West Valley City harmless from and against any and all claims, losses, liabilities, costs, lawsuits, damages, and expenses, including court costs and attorney's fees, by reason of any claim and/or liability imposed, claimed, and/or threatened against the Agency or City for damages because of bodily injury, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) arising out of, or in consequence of, the performance of the Contractor's services under this Agreement, to the extent that such bodily injuries, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) are attributable to the negligence of Contractor and/or Contractor's consultants, subconsultants of any tier, representatives, servants, agents, employees, and/or assigns. As used in this section, the Agency or City shall also refer to the consultants, officers, agents, assigns, volunteers, and employees of the Agency or City. The indemnification required by this Section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the sole negligence of the Agency or City. In addition, Contractor agrees to procure from each consultant retained by Contractor with respect to the Project an indemnity agreement in favor of the City to the same extent and form as this Section.

12. **Insurance.** Contractor shall secure and maintain throughout the period of this Agreement (and, with respect to professional liability insurance, for a period of three (3) years from the date of final payment to Contractor hereunder), such insurance as will protect Contractor and the Agency with respect to the services under this Agreement, from claims of any kind and nature whatsoever in accordance with the following limits and conditions:
- A. **Commercial General Liability Insurance.** Combined single limit per occurrence (covering bodily injury liability and property damage liability) in an amount not less than \$3,000,000, annual aggregate: \$3,000,000.
 - B. **Comprehensive (Hired or Non-Owned) Automobile Liability Insurance.** Combined single limit per occurrence (including bodily injury liability and property damage liability) in an amount not less than \$2,000,000.
 - C. **Worker's Compensation.** In an amount not less than the statutory limits required by law.
 - D. **Employer's Liability Insurance.** In an amount not less than \$2,000,000.
 - E. **Consultants.** Contractor shall require that any and all consultants engaged or employed by Contractor, either directly or by assignment, secure and maintain the same insurance coverages with the same deductible limitations, the same limits of liability, and for the same period in with the same conditions as stated in this Section.
 - F. **Conditions.** Contractor shall not commence services under this Agreement until Contractor has obtained all insurance required herein. Except for the Worker's Compensation, Employer's Liability and Professional Liability Insurance, the insurance required herein shall name the Agency as Additional Insured and Endorsements shall be issued accordingly. Such Certificates of Insurance and Endorsements shall be provided to the Agency at the execution of this Agreement. Contractor shall notify the Agency not less than thirty (30) days prior to any cancellation, modification or nonrenewal of any of the required insurance herein. If the Agency is damaged in any way by failure of Contractor or Contractor's consultants to purchase and maintain the insurance coverages and/or limits of liability required under this Section, Contractor shall bear all costs, expenses, and damages incurred by the Agency arising out of such failure to purchase and maintain the insurance coverages and/or liability limits required under this Section. In addition, the Agency reserves the right to require greater limits of insurance coverages under this Section at any time in accordance with any changes in the Utah Governmental Immunity Act.
13. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their respective successors-in-interest. This Agreement will not be assigned

by either Party hereto without the express written consent of the other Party, not to be unreasonably withheld. Notwithstanding the foregoing, a Party may assign this Agreement and in the context of a change of control or the sale of all or substantially all of its assets without the consent of the other Party, provided that the assignee assumes all obligations of the assignor through novation and that the assignor provides reasonable advance written notice to the other Party.

14. **No Third-Party Beneficiaries.** The execution, performance, and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any entity or Party other than Contractor and the Agency.
15. **Non-Waiver.** Failure on the part of a Party to complain of any action or non-action on the part of the other Parties, no matter how long the same may continue, shall not be deemed to be a waiver by such Party of any of its rights hereunder. The consent or approval by a Party to or of any action of the other Parties requiring such consent or approval shall not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act.
16. **Attorney's Fees.** In the event of any litigation arising out of this Agreement, the substantially prevailing Party or Parties shall be entitled to recover reasonable costs and expenses of such litigation from the other Party or Parties, including, without limitation, reasonable attorneys' fees and expenses, whether incurred by in-house counsel or other counsel of record.
17. **No Consequential Damages.** Notwithstanding any other provision set forth in this Agreement, in no event (including, without limitation, any termination of this Agreement with or without cause) will either Party be liable to the other Party for any indirect, special or consequential damages whatsoever (including, without limitation, lost profits) arising out of or relating to this Agreement or either Parties' performance under this Agreement.
18. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any Party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
19. **Exhibits/Recitals.** All Exhibits to this Agreement and all Recitals are incorporated in this Agreement and made a part of this Agreement as if set forth in full, and are binding upon the Parties to this Agreement.
20. **Entire Agreement.** This Agreement, including all exhibits attached hereto and all other documents incorporated herein by reference, contains the entire, fully-integrated agreement between the Parties, and no statement, promise, or inducements made by any Party or agents for any Party that are not contained in this written Agreement, shall be binding or valid. This Agreement shall supersede all prior and contemporaneous

negotiations, representations and agreements of the Parties with respect to the subject matter thereof.

21. **Counterparts/Electronic Signatures.** This Agreement may be executed in counterparts, each of which when taken together shall constitute one complete agreement. Electronic signatures shall be acceptable as if originals, but the Parties agree to deliver an original signature to the other Parties within two (2) business days by reputable courier service.
22. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of each Party's obligations hereunder have been duly authorized and that this Agreement is valid and legally binding on the Parties and enforceable in accordance with its terms.
23. **Amendment.** No amendments, modifications, or alterations of the terms of this Agreement shall be binding unless the same be in writing and duly executed by the Parties.
24. **Compliance with Laws/Laws to Apply.** The Parties shall comply with all applicable local, state and federal laws, rules, regulations, and other legal requirements while performing under this Agreement. This Agreement shall be construed under and in accordance with the laws of the State of Utah, without giving effect to principles of conflicts of laws. Any dispute relating to this Agreement shall be heard in the state or federal courts of the State of Utah, and the Parties agree to jurisdiction and venue therein.
25. **Time of the Essence.** Time is and shall be of the essence of this Agreement and of each term and provision hereof.
26. **Captions and Headings.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have executed this Agreement as of the day and year first above written.

(Signatures follow)

REDEVELOPMENT AGENCY OF WEST
VALLEY CITY

Chair

Chief Executive Officer

ATTEST:

Secretary

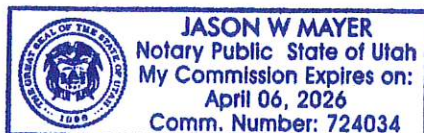
CONTRACTOR



By: Travis Nicolaides
Its: Chief Revenue Officer

State of UTAH)
County of Salt Lake) :SS

On this 25th day of March, 20 24, personally
appeared before me JASON W. MAYER [name of person(s)],
whose identity is personally known to me or proved to me on the basis of satisfactory evidence,
and who affirmed that he/she is the Travis Nicolaides [title], of EV
Power Exchange (USA) Corp. and that this *Professional Services Agreement* was signed by
him/her in behalf of said entity by authority of its bylaws or of a Resolution of its Board of
Directors, and he/she acknowledged to me that said entity executed the same.



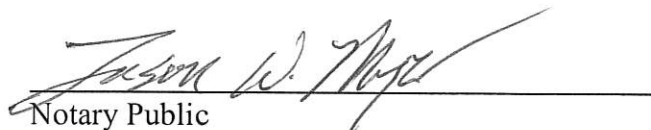

Notary Public

EXHIBIT A
PROPOSAL



Subject: Adjusted EV Charger Proposal for West Valley City's Six Locations

Dear Jonathan Springmeyer,

We are thrilled to propose our custom-tailored solution for the electrification project encompassing six pivotal sites within West Valley City. Our proposition has been meticulously crafted, considering the distinctive attributes of each location through the lens of Google Maps for utmost accuracy and impact.

Provisional Cost Summary Before Incentives:

Location	Chargers	Install	Total
Maverick Center	\$430,000.00	\$497,042.00	\$927,042.00
ARA Industrial	\$172,000.00	\$209,976.00	\$381,976.00
The Ridge Golf Course	\$172,000.00	\$200,701.00	\$372,701.00
Stone Bridge Golf Course	\$172,000.00	\$175,287.00	\$347,287.00
Utah Cultural Celebration Center	\$172,000.00	\$166,017.00	\$338,017.00
West Valley City Family Fitness Center	\$172,000.00	\$213,176.00	\$385,176.00
Total	\$1,290,000.00	\$1,462,199.00	\$2,752,199.00

Project Deliverables: The initiative involves the installation and management of 30 state-of-the-art DC Fast Chargers, along with the requisite electrical framework to support new service requirements. This encompasses electrical engineering, procurement of permits, alterations to existing concrete/asphalt surfaces, horizontal drilling, conduit placement, and site restoration post-installation.

Estimate Stipulations and Considerations: Our estimate is predicated on an educated conjecture regarding the origination of the power supply from Rocky Mountain Power, awaiting confirmation as we advance with the project.

Pricing Insights:

Item:
Fiscal Impact: \$2,370,223
Funding Source: RDA
Account #: _____
Budget Opening Required: ☐

ISSUE:

These resolutions would authorize the WVC RDA to expend funds from four RDA project areas to the adjacent City facilities for the purchase of EV Charging Stations. Because the proposed expenditure is outside of the Project Area boundaries, it requires the Board to make a “Direct Benefit” determination.

SYNOPSIS:

The RDA and the Office of Sustainability wish to purchase and install Electric Vehicle Charging Stations at City owned and operated facilities. State Code 17C-1-409(1)(a)(iii)(E) states that the Board may use Agency funds for “the cost of the installation of publicly owned infrastructure and improvements outside the project area from which the project area funds are collected if the board and the community legislative body determine by resolution that the publicly owned infrastructure and improvements benefit the project area”.

BACKGROUND:

The RDA and the Office of Sustainability wish to use Tax Increment monies collected in four project areas to pay for the purchase and installation of Electric Vehicle Charging Stations. The breakdown of the amount, project area, and City facility are as follows:

\$927,042	Granger Crossings	Maverik Center
\$347,287	North Central	Stonebridge GC
\$338,017	Jordan River	UCCC
\$372,701	Hercules A	The Ridge GC

These Resolutions are required under State Code to allow the expenditure of Agency funds outside of a Project Area. All of these expenses are either in the current RDA budget or are in the RDA budget for the next fiscal year.

RECOMMENDATION:

The WVC RDA and Office of Sustainability recommend approval.

SUBMITTED BY:

Jonathan Springmeyer, RDA Director and Chief Sustainability Officer.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FROM
THE GRANGER CROSSING PROJECT AREA FOR THE PURCHASE OF
VEHICLE CHARGING STATIONS.**

WHEREAS, the Agency created the Granger Crossing project area; and

WHEREAS, said project area lacks sufficient electric vehicle charging infrastructure; and

WHEREAS, West Valley City owns and operates the Maverik Center in the immediate vicinity of said project area; and

WHEREAS, the installation of electric vehicle charging stations at the Maverik Center would increase vehicle traffic in, around, and through said project area, directly benefiting the project area and efforts to encourage redevelopment therein; and

WHEREAS, the ability to charge vehicles nearby permits residents and visitors to explore adjacent businesses while their vehicle is charged, increasing pedestrian traffic volume and supporting commercial uses within said project area; and

WHEREAS, installing said electric vehicle charging stations on property already owned by the City is a more efficient use of project area funds and allows more stations to be installed than if additional property were acquired within the project area; and

WHEREAS, pursuant to Utah Code Section 17C-1-409(1)(a)(iii)(E), the Board of Directors of the Redevelopment Agency of West Valley City does hereby find that the installation of charging stations at the Maverik Center benefits the Granger Crossing project area and determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the use of project area funds for that purpose.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of West Valley City that the expenditure of not more than \$927,042 in Granger Crossing project area funds is hereby approved for the purpose of acquiring electric vehicle charging stations.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2024.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

CHAIR

ATTEST:

SECRETARY



MOCKINGBIRD CIR (3220 S)

3280 S

VE CIR (3320 S)

60 S

ING DOVE CIR (3405 S)

2540 W

BLUEBELT CT (8448 S)

3500 S

1-215

DECKER LAKE DR

CITY CENTER CT (3349 S)

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2200 W

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Item:
Fiscal Impact: \$2,370,223
Funding Source: RDA
Account #: _____
Budget Opening Required: ☐

ISSUE:

These resolutions would authorize the WVC RDA to expend funds from four RDA project areas to the adjacent City facilities for the purchase of EV Charging Stations. Because the proposed expenditure is outside of the Project Area boundaries, it requires the Board to make a “Direct Benefit” determination.

SYNOPSIS:

The RDA and the Office of Sustainability wish to purchase and install Electric Vehicle Charging Stations at City owned and operated facilities. State Code 17C-1-409(1)(a)(iii)(E) states that the Board may use Agency funds for “the cost of the installation of publicly owned infrastructure and improvements outside the project area from which the project area funds are collected if the board and the community legislative body determine by resolution that the publicly owned infrastructure and improvements benefit the project area”.

BACKGROUND:

The RDA and the Office of Sustainability wish to use Tax Increment monies collected in four project areas to pay for the purchase and installation of Electric Vehicle Charging Stations. The breakdown of the amount, project area, and City facility are as follows:

\$927,042	Granger Crossings	Maverik Center
\$347,287	North Central	Stonebridge GC
\$338,017	Jordan River	UCCC
\$372,701	Hercules A	The Ridge GC

These Resolutions are required under State Code to allow the expenditure of Agency funds outside of a Project Area. All of these expenses are either in the current RDA budget or are in the RDA budget for the next fiscal year.

RECOMMENDATION:

The WVC RDA and Office of Sustainability recommend approval.

SUBMITTED BY:

Jonathan Springmeyer, RDA Director and Chief Sustainability Officer.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FROM
THE HERCULES A PROJECT AREA FOR THE PURCHASE OF VEHICLE
CHARGING STATIONS.**

WHEREAS, the Agency created the Hercules A project area; and

WHEREAS, said project area lacks sufficient electric vehicle charging infrastructure; and

WHEREAS, West Valley City owns and operates The Ridge golf course in the immediate vicinity of said project area; and

WHEREAS, the installation of electric vehicle charging stations at The Ridge would increase vehicle traffic in, around, and through said project area, directly benefiting the project area and efforts to encourage redevelopment therein; and

WHEREAS, installing said electric vehicle charging stations on property already owned by the City is a more efficient use of project area funds and allows more stations to be installed than if additional property were acquired within the project area; and

WHEREAS, pursuant to Utah Code Section 17C-1-409(1)(a)(iii)(E), the Board of Directors of the Redevelopment Agency of West Valley City does hereby find that the installation of charging stations at The Ridge benefits the Hercules A project area and determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the use of project area funds for that purpose.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of West Valley City that the expenditure of not more than \$372,701 in Hercules A project area funds is hereby approved for the purpose of acquiring electric vehicle charging stations.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2024.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

CHAIR

ATTEST:

SECRETARY



Item:
Fiscal Impact: \$2,370,223
Funding Source: RDA
Account #: _____
Budget Opening Required: ☐

ISSUE:

These resolutions would authorize the WVC RDA to expend funds from four RDA project areas to the adjacent City facilities for the purchase of EV Charging Stations. Because the proposed expenditure is outside of the Project Area boundaries, it requires the Board to make a “Direct Benefit” determination.

SYNOPSIS:

The RDA and the Office of Sustainability wish to purchase and install Electric Vehicle Charging Stations at City owned and operated facilities. State Code 17C-1-409(1)(a)(iii)(E) states that the Board may use Agency funds for “the cost of the installation of publicly owned infrastructure and improvements outside the project area from which the project area funds are collected if the board and the community legislative body determine by resolution that the publicly owned infrastructure and improvements benefit the project area”.

BACKGROUND:

The RDA and the Office of Sustainability wish to use Tax Increment monies collected in four project areas to pay for the purchase and installation of Electric Vehicle Charging Stations. The breakdown of the amount, project area, and City facility are as follows:

\$927,042	Granger Crossings	Maverik Center
\$347,287	North Central	Stonebridge GC
\$338,017	Jordan River	UCCC
\$372,701	Hercules A	The Ridge GC

These Resolutions are required under State Code to allow the expenditure of Agency funds outside of a Project Area. All of these expenses are either in the current RDA budget or are in the RDA budget for the next fiscal year.

RECOMMENDATION:

The WVC RDA and Office of Sustainability recommend approval.

SUBMITTED BY:

Jonathan Springmeyer, RDA Director and Chief Sustainability Officer.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FROM
THE JORDAN RIVER PROJECT AREA FOR THE PURCHASE OF
VEHICLE CHARGING STATIONS.**

WHEREAS, the Agency created the Jordan River project area; and

WHEREAS, said project area lacks sufficient electric vehicle charging infrastructure; and

WHEREAS, West Valley City owns and operates the Utah Cultural Celebration Center in the immediate vicinity of said project area; and

WHEREAS, the installation of electric vehicle charging stations at the UCCC would increase vehicle traffic in, around, and through said project area, directly benefiting the project area and efforts to encourage redevelopment therein; and

WHEREAS, installing said electric vehicle charging stations on property already owned by the City is a more efficient use of project area funds and allows more stations to be installed than if additional property were acquired within the project area; and

WHEREAS, pursuant to Utah Code Section 17C-1-409(1)(a)(iii)(E), the Board of Directors of the Redevelopment Agency of West Valley City does hereby find that the installation of charging stations at the UCCC benefits the Jordan River project area and determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the use of project area funds for that purpose.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of West Valley City that the expenditure of not more than \$338,017 in Jordan River project area funds is hereby approved for the purpose of acquiring electric vehicle charging stations.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2024.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

CHAIR

ATTEST:

SECRETARY



REDWOOD RD (1700 W)

UCCC



Item:
Fiscal Impact: \$2,370,223
Funding Source: RDA
Account #: _____
Budget Opening Required: ☐

ISSUE:

These resolutions would authorize the WVC RDA to expend funds from four RDA project areas to the adjacent City facilities for the purchase of EV Charging Stations. Because the proposed expenditure is outside of the Project Area boundaries, it requires the Board to make a “Direct Benefit” determination.

SYNOPSIS:

The RDA and the Office of Sustainability wish to purchase and install Electric Vehicle Charging Stations at City owned and operated facilities. State Code 17C-1-409(1)(a)(iii)(E) states that the Board may use Agency funds for “the cost of the installation of publicly owned infrastructure and improvements outside the project area from which the project area funds are collected if the board and the community legislative body determine by resolution that the publicly owned infrastructure and improvements benefit the project area”.

BACKGROUND:

The RDA and the Office of Sustainability wish to use Tax Increment monies collected in four project areas to pay for the purchase and installation of Electric Vehicle Charging Stations. The breakdown of the amount, project area, and City facility are as follows:

\$927,042	Granger Crossings	Maverik Center
\$347,287	North Central	Stonebridge GC
\$338,017	Jordan River	UCCC
\$372,701	Hercules A	The Ridge GC

These Resolutions are required under State Code to allow the expenditure of Agency funds outside of a Project Area. All of these expenses are either in the current RDA budget or are in the RDA budget for the next fiscal year.

RECOMMENDATION:

The WVC RDA and Office of Sustainability recommend approval.

SUBMITTED BY:

Jonathan Springmeyer, RDA Director and Chief Sustainability Officer.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FROM
THE NORTH CENTRAL PROJECT AREA FOR THE PURCHASE OF
VEHICLE CHARGING STATIONS.**

WHEREAS, the Agency created the North Central project area; and

WHEREAS, said project area lacks sufficient electric vehicle charging infrastructure; and

WHEREAS, West Valley City owns and operates Stonebridge golf course in the immediate vicinity of said project area; and

WHEREAS, the installation of electric vehicle charging stations at Stonebridge would increase vehicle traffic in, around, and through said project area, directly benefiting the project area and efforts to encourage redevelopment therein; and

WHEREAS, installing said electric vehicle charging stations on property already owned by the City is a more efficient use of project area funds and allows more stations to be installed than if additional property were acquired within the project area; and

WHEREAS, pursuant to Utah Code Section 17C-1-409(1)(a)(iii)(E), the Board of Directors of the Redevelopment Agency of West Valley City does hereby find that the installation of charging stations at Stonebridge benefits the North Central project area and determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the use of project area funds for that purpose.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of West Valley City that the expenditure of not more than \$347,287 in North Central project area funds is hereby approved for the purpose of acquiring electric vehicle charging stations.

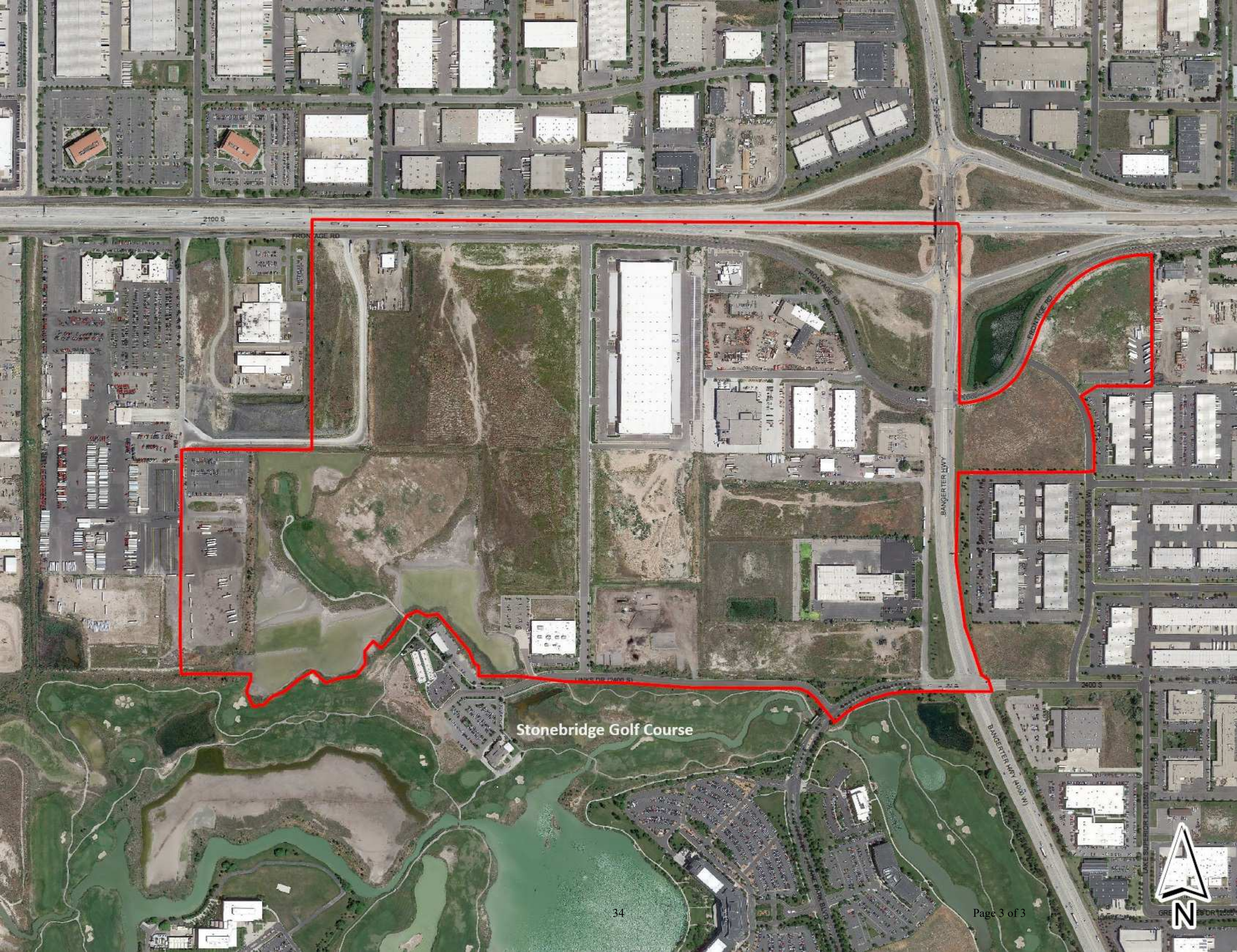
PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2024.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

CHAIR

ATTEST:

SECRETARY



2100 S

FRONTAGE RD

FRONTAGE RD

FRONTAGE RD

BANGERT HWY

PRESIDENTS DR (385 W)

Stonebridge Golf Course



Item:

Fiscal Impact: _____

Funding Source: _____

Account #: _____

Budget Opening Required: ☐

ISSUE:

This resolution amends the Southwest Economic Development Area Project Area Plan to remove a parcel.

SYNOPSIS:

This resolution removes Parcel No. 20-15-200-018 from the Southwest Economic Development Area to facilitate the development of the property.

BACKGROUND:

The Southwest Economic Development Area was created to encourage development and redevelopment in the southwestern part of the City. The project area will expire in the near future. Due to the configuration of the property described above, the property owner will be required to consolidate and subdivide that parcel and adjacent property in order to develop. Salt Lake County will not approve a property that is partially included and partially excluded from an economic development area. This resolution removes the property described above to permit the owner to move forward with development.

This action will not have a negative impact on the economic development area and is being undertaken with the support and at the request of the property owner.

RECOMMENDATION:

Approve the resolution.

SUBMITTED BY:

Jonathan Springmeyer
Director of Economic Development

REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE SOUTHWEST ECONOMIC
DEVELOPMENT AREA PROJECT AREA PLAN TO REMOVE A
PARCEL.**

WHEREAS, the Redevelopment Agency of West Valley City (the “Agency”) is a community reinvestment agency established in accordance with the Limited Purpose Local Government Entities – Community Reinvestment Agency Act (the “Act”); and

WHEREAS, pursuant to Section 17C-3-109(4) of the Act, the Agency may remove a parcel from a project area if the Agency finds that the parcel is no longer necessary or desirable to the project area; and

WHEREAS, the removal of certain property described in the attached Exhibit A (the “Property”) from the Southwest Economic Development Area (the “Project Area”) will facilitate more efficient and expedient development that serves the interests of the Project Area; and

WHEREAS, the Property’s inclusion in the project area is no longer necessary or desirable to the Project Area; and

WHEREAS, the Board of Directors finds and determines that the amendment of the Southwest Economic Development Area Project Area Plan to remove the Property from the Project Area promotes the public peace, health, safety, and welfare of West Valley City and the community surrounding the Project Area.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of West Valley City that the Project Area Plan for the Southwest Economic Development Area is hereby amended to remove the Property described in Exhibit A from the Project Area.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2024.

REDEVELOPMENT AGENCY OF WEST
VALLEY CITY

CHAIR

ATTEST:

SECRETARY

EXHIBIT A

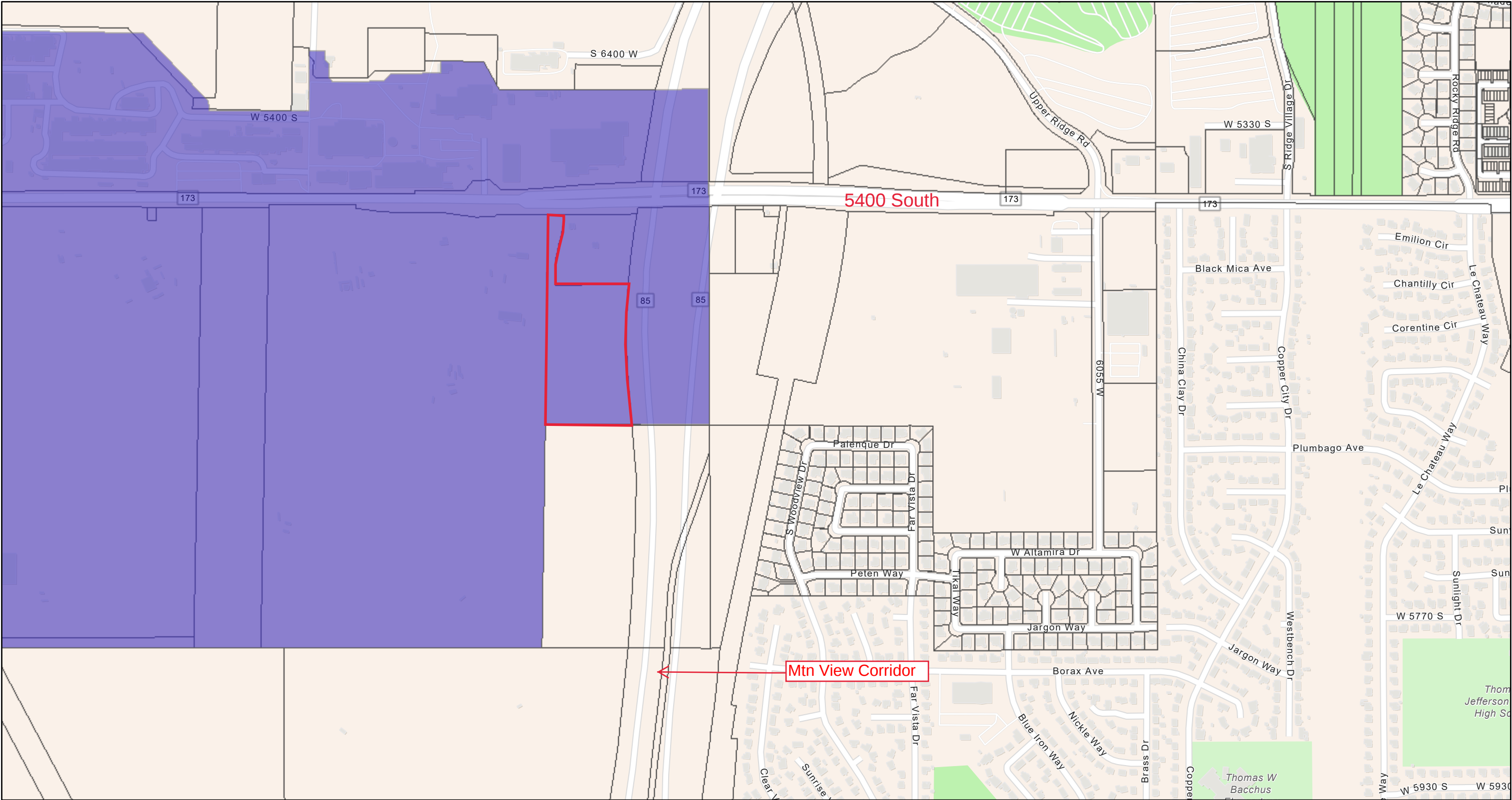
PROPERTY REMOVED FROM PROJECT AREA

A tract of land in fee, situate in the NE1/4 NE1/4 of Section 15, T.2S., R.2W., S.L.B. & M. The boundaries of said tract of land are described as follows:

Beginning at a point in a 4,102.00-foot radius curve to the left in the westerly right of way and no-access line of Mountain View Corridor, which is 477.61 feet N.89°41'29"W. (N.89°42'02"W. by record) along the section line and 503.54 feet S.00°18'31 "W. from the Northeast Corner of said Section 15 and running thence southeasterly along the arc of said curve for a distance of 631.54 feet through a delta of 08°49'17" (Note: Radius bears S.85°50'29"E. and Chord bears S.00°15'07"E. for a distance of 630.93 feet); thence S.04°39'49"E. 202.01 feet along said westerly right of way and no-access line; thence N.89°41'41 "W. (N.89°42'42"W. by record) 530.66 feet; thence N.00°23'25°E. 1,247.38 feet to the southerly right of way line of 5400 South Street; thence N.89°45'50"E. 118.36 feet along said southerly right of way line to the beginning of a 537.50-foot radius non-tangent curve to the right; thence southwesterly 170.75 feet along the arc of said curve through a delta of 18°12'08" (Note: Radius bears: N.89°43'03"W. and Chord bears S.09°23'01 "W. for a distance of 170.04 feet) to the beginning of a 482.50-foot reverse curve to the left; thence southwesterly 155.27 feet along the arc of said curve through a delta of 18°26'16" (Note: Radius bears S.71°30'56"E and Chord bears S.09°15'56"W. for a distance of 154.60 feet); thence S.00°02'47"W. 99.88 feet; thence N.89°45'50"E. 437.29 feet to the Point of Beginning.

Parcel No. 20-15-200-018

West Valley City, Utah - Web Map



5/1/2024, 10:20:41 AM

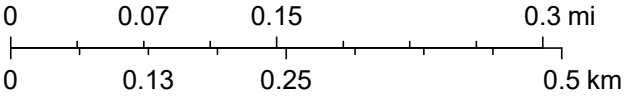
- RDA's EDA's
- 5600 W Gateway
 - City Center
 - Decker Lake
 - E 3500 S

- Granger Crossings
- Hercules Hill - A
- Hercules Hill - B
- Jordan River

- Market Street
- Multipurpose Event Center
- North Central
- Northwest

- S Redwood
- Southwest
- Willow Wood
- Parcels

1:9,028



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West Valley City Web Map Builder