



A Special Electronic Meeting of the West Valley City Redevelopment Agency will be held on Tuesday, September 24, 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. September 3, 2024 (Special Meeting)
5. Resolutions:
 - A. 24-12: Authorize the Agency to Execute a Purchase and Sale Agreement With Ability Inclusion Services
6. Adjourn

- 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.

**MINUTES OF THE REDEVELOPMENT AGENCY SPECIAL MEETING – SEPTEMBER
3, 2024**

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THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY MET IN SPECIAL SESSION ON TUESDAY, SEPTEMBER 3, 2024, AT 6:59 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
William Whetstone
Scott Harmon
Don Christensen
Karen Lang
Jake Fitisemanu

STAFF PRESENT:

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

APPROVAL OF MINUTES OF SPECIAL MEETING HELD AUGUST 20, 2024

The Agency considered Minutes of the Special Meeting held August 20, 2024. There were no changes, corrections or deletions.

Mr. Harmon moved to approve the Minutes of the Special Meeting held August 20, 2024.
Mr. Huynh seconded the motion.

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

**MINUTES OF THE REDEVELOPMENT AGENCY SPECIAL MEETING – SEPTEMBER
3, 2024**

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**RESOLUTION 24-10: AUTHORIZE THE AGENCY TO EXECUTE A PURCHASE
AND SALE AGREEMENT WITH NIMESH CHAUDHARI**

Chairman Nordfelt presented proposed Resolution 24-10 that would authorize the Agency to Execute a Purchase and Sale Agreement with Nimesh Chaudhari.

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

Upon the written request from West Valley Hotel Holdings, LLC to terminate the Asset Management Agreement and Purchase Option for the Embassy Suites Hotel in West Valley City, a Settlement Agreement was drafted and signed by Ifo Pili, acting as the Executive Director of the WVC RDA. Having had previous meetings with the Buyer's agents, the Economic Development Department reached out to discuss the purchase of the Embassy Suites Hotel. The agent subsequently submitted a Letter of Intent to purchase the hotel, which was signed and accepted by Ifo Pili. After negotiations, property inspections, and some other initial due diligence, an offer was presented to the WVC RDA in the form of a Purchase and Sale Agreement in the amount of \$32,000,000 with \$6,000,000 being credited to Buyer at closing. The balance after credit, and commission to Buyer's Agent, will be sufficient to repay all debt remaining on the hotel property. The Purchase and Sale Agreement has a Settlement Deadline of 75 days from acceptance, and \$100,000 Earnest Money Deposit 5 days from acceptance.

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

Mr. Christensen moved to approve Resolution 24-10.

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

**MINUTES OF THE REDEVELOPMENT AGENCY SPECIAL MEETING – SEPTEMBER
3, 2024**

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Unanimous.

**RESOLUTION 24-11: AUTHORIZE THE AGENCY TO EXECUTE A HOTEL
MANAGEMENT AGREEMENT BETWEEN THE AGENCY AND WESTERN
STATES LODGING AND MANAGEMENT II, LC**

Chairman Nordfelt presented proposed Resolution 24-11 that would authorize the Agency to Execute a Hotel Management Agreement Between the Agency and Western States Lodging and Management II, LC.

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

Prior to the entry into an Asset Management Agreement and Purchase Option with West Valley Hotel Holdings, LLC, the RDA had retained WSLM as the operator of the Embassy Suites Hotel. WVHH also retained WSLM as the operator. After the RDA and WVHH agreed to terminate the Asset Management Agreement and Purchase Option, the RDA reassumed control of the operation of the hotel. WSLM is willing to stay on as the operator until the sale of the hotel is finalized. The RDA's experience with WSLM has been positive and retaining WSLM as the operator will allow continuity in operations until the sale has closed.

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

Mr. Harmon moved to approve Resolution 24-11.

Ms. Lang 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.

**MINUTES OF THE REDEVELOPMENT AGENCY SPECIAL MEETING – SEPTEMBER
3, 2024**

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MOTION TO ADJOURN

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

THERE BEING NO FURTHER BUSINESS OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY, THE SPECIAL MEETING OF TUESDAY, SEPTEMBER 3, 2024, WAS ADJOURNED AT 7:01 PM. BY CHAIRMAN NORDFELT.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Special Meeting of the Redevelopment Agency of West Valley City held Tuesday, September 3, 2024.

Nichole Camac
Secretary

Item:

Fiscal Impact: \$350,000

Funding Source: Buyer

Account #: _____

Budget Opening Required: ☐

ISSUE:

This resolution would approve an agreement between West Valley City Redevelopment Agency and Ability Inclusion Services for vacant property located at 2574 South Redwood Road, 1739 W Lake Park Drive, and 1755 W Lake Park Drive.

SYNOPSIS:

Ability Inclusion Services has submitted a signed agreement for the purchase of three parcels of land owned by the WVC Redevelopment Agency. The purchase amount is \$350,000. The purpose of the land will be for the development of an independent living facility for persons with disabilities. The facility will be owned and operated by Ability Inclusion Services.

BACKGROUND:

Ability Inclusion Services (AIS) is a non-profit organization located in West Valley City that serves persons with disabilities providing community opportunities for independence and individual growth. AIS wishes to purchase this property for the construction of a new independent living facility for adult persons with disabilities. The facility will be owned and operated by AIS.

RECOMMENDATION:

The WVC Economic Development Department recommends approval.

SUBMITTED BY:

Jonathan Springmeyer, Economic Development Director/RDA Director

REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE AGENCY TO
EXECUTE A PURCHASE AND SALE AGREEMENT WITH
ABILITY INCLUSION SERVICES.**

WHEREAS, the Agency owns and desires to sell certain property at 1739 West Lake Park Drive, 1755 West Lake Park Drive, and 2574 South Redwood Road; and

WHEREAS, Ability Inclusion Services (“Buyer”) is willing to purchase said Property from the Agency; and

WHEREAS, a Purchase and Sale Agreement (the “Agreement”) has been prepared by and between the Agency and Buyer;

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of West Valley City that the Agreement is hereby approved, that the chair and chief executive officer are authorized to execute said Agreement, and that the Agency is authorized to accept, execute, and record any deeds or documents needed to accomplish the purposes of said Agreement, subject to final approval of the form of said documents by the City Attorney’s Office.

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

REDEVELOPMENT AGENCY OF WEST
VALLEY CITY

CHAIR

ATTEST:

SECRETARY

**WEST VALLEY CITY
REAL ESTATE PURCHASE AND SALE AGREEMENT**

This Real Estate Purchase and Sale Agreement (the "Agreement") is made and entered into as of this 4th day of September, 2024, by and between the Redevelopment Agency of West Valley City, a political subdivision of the State of Utah (hereinafter, the "Seller"), and Ability Inclusion Services (hereinafter, the "Buyer"). The foregoing entities are sometimes referred to individually as a "Party" or collectively as the "Parties."

RECITALS:

- A. The Seller owns the properties located at 1739 West Lake Park Drive, 1755 West Lake Park Drive, and 2574 South Redwood Road in West Valley City, Utah (collectively, the "Property", also known as Salt Lake County Parcel Nos. 15-22-331-010, 15-22-331-011, and 15-22-331-012). For purposes of this Agreement, the term "Property" shall include all the Property purchased pursuant to the terms of this Agreement and all of the Seller's right, title, and interest in and to all leases, privileges, right-of-way, easements, and appurtenances, and all other rights appurtenant to or connected with the beneficial use or enjoyment of the Property, including, without limitation, any of the Seller's right, title, and interest in and to immediately adjacent public streets, roads, alleys, or rights-of-way; all water and mineral rights; all surveys in the Seller's possession or control relating to the Property; and all soils and other geological or environmental studies, investigations, and reports, engineering studies and reports, wetlands information and reports, and landscaping plans and specifications in the Seller's possession or control relating to the Property.
- B. The Seller agrees to sell the Property to the Buyer, and the Buyer desires to purchase the Property from the Seller, upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises contained in this Agreement, the Buyer and the Seller agree as follows:

AGREEMENT:

1. **Purchase of Property.** Subject to the terms and conditions of this Agreement, the Seller agrees to sell the Property to the Buyer, and the Buyer agrees to purchase the Property from the Seller. The Property shall be conveyed by special warranty deed, subject only to those title matters which are acceptable to the Buyer.
2. **Purchase Price.** The Purchase Price for the Property shall be \$350,000.
3. **Conditions to Closing.** The Closing shall not occur until each one of the following conditions precedent has been satisfied:

- a. Approval of Title. At the Closing, the title to the Property shall be in a condition that is acceptable to the Buyer. At the Buyer's written request, the Seller shall provide such documentation, releases, or reconveyances as may be necessary to provide a title acceptable to the Buyer.
 - b. Approval of the RDA Board. This Agreement and transaction must be approved by the Board of Directors of the Redevelopment Agency of West Valley City.
4. **Closing.** The term "Closing" is used in this Agreement to mean the time at which the title company records the warranty deed in the office of the Salt Lake County Recorder. The Closing shall occur within sixty days of execution of this Agreement unless the Buyer and the Seller mutually agree in writing to close the transaction on an alternate date.
- a. Buyer Deliveries. On or before the Closing Date, the Buyer shall deliver payment of the Purchase Price.
 - b. Seller Deliveries. On or before the Closing Date, the Seller shall deliver the duly executed and acknowledged Special Warranty Deed in favor of the Buyer, conveying fee title to the Property, free and clear of all liens and encumbrances which are unacceptable to the Buyer.
 - c. Costs. The Parties shall equally share all closing costs, including title, escrow and recording costs.
 - d. Failure to Deliver.
 - (i) If the Buyer fails or refuses to deliver the required funds at the Closing, the Seller may, at the Seller's option, extend the time for the Closing, or may commence an action to compel specific performance by the Buyer. All costs shall be borne by the Party incurring the cost. The Seller expressly agrees that the action for specific performance pursuant to this Section shall be the Seller's sole remedy for the Buyer's failure to perform or deliver at the Closing.
 - (ii) If the Seller fails or refuses to deliver a valid and acceptable Deed, or such other documents as may be necessary for the Seller to perform at the Closing, the Buyer may, at the Buyer's option, extend the time for the Closing, or may take any legal action necessary to enforce the Buyer's rights, to be made whole for damages caused by the Seller's default, and/or to compel specific performance by the Seller.
 - e. Prorations.
 - (i) All water, sewer, and utility charges for the Property.

- (ii) Seller is a tax-exempt entity and no taxes are outstanding. If the sale of the Property causes any taxes to be assessed against the Property for tax year 2024, said taxes shall be the responsibility of the Buyer since the Seller is tax-exempt.
- (iii) All levied or pending assessments affecting the Property.
- (iv) Current rents received from the Property, if any.

The Seller shall furnish to the Buyer sufficient information to enable the Buyer and the Seller to make the prorations required under this Agreement.

5. Seller's Representations, Warranties and Covenants.

- a. The parties expressly understand that each of the following representations, warranties, and covenants made herein is material, and that the Buyer is relying upon each of such representations, warranties, and covenants as true and correct as of the date on which the parties executed this Agreement and as of the Closing Date, as though such representations, warranties and covenants had been made on each of such dates. As a condition to the Closing, the Seller hereby makes the following representations and warranties, in addition to any others made in this Agreement:
 - (i) At the Closing, the Seller will be the sole owner of the Property and will hold title to the Property in fee simple, clear of all encumbrances.
 - (ii) The Seller warrants that there is no pending claim, suit, or litigation that involves the Property.
 - (iii) At the Closing, there will be no unpaid bills or claims in connection with the Property, except for utility bills related to leases.
 - (iv) Between the date of this Agreement and the Closing date, the Seller, without the Buyer's prior written consent, shall not subject any right, title, or interest in the Property to any mortgage, pledge, lien, or other encumbrance.
 - (v) This Agreement and the consummation of this transaction do not and will not contravene any provision of any judgment, order, decree, writ, or injunction, and will not result in a breach of, constitute a default under, or require consent pursuant to any credit agreement, lease, indenture, mortgage, deed of trust, purchase agreement, guaranty, or other instrument to which any of the persons or entities comprising the Seller are presently a party or by which any of the same or their respective assets are presently bound or affected.

- (vi) All documents delivered to the Buyer by the Seller pursuant to this Agreement are true, correct, and complete originals or accurate copies of originals.
- (vii) Between the date of this Agreement and the Closing date, the Seller, without the Buyer's prior written consent, shall not enter into any leases on or involving the Property.
- (viii) To the actual knowledge of the Seller no hazardous waste or toxic substances have been stored on, released into, generated on, or deposited upon the Property or into any water systems on or below the surface of the Property, and the Property complies with all local, state, and federal hazardous waste laws, rules, and regulations.
- (ix) This terms and conditions of this Agreement constitute a property conveyance transaction between a willing Buyer and a willing Seller at arm's length. The Seller has not entered into this Agreement as a result of any threat, promise or claim of the Buyer other than those contained herein this Agreement.

These representations, warranties, and covenants of the Seller shall survive the Closing on the Property.

6. **Brokerage Commissions.** Neither Party intends to employ a broker or agent with respect to the subject matter of this Agreement. If either Party does so, said Party shall bear the entire cost of such employment. The Seller hereby indemnifies the Buyer from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Seller. The Buyer hereby indemnifies the Seller from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Buyer.
7. **Additional Acts and Consideration.** Both the Buyer and the Seller agree to execute all other documents and to do such other acts as may be reasonably necessary or proper in order to consummate the transaction contemplated by this Agreement.
8. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by telecopy (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 Buyer:

Ability Inclusion Services
1275 W 2320 S.
WVC, UT 84119

If to the Seller:

Redevelopment Agency of West Valley City
Attn: Jonathan Springmeyer
3600 Constitution Boulevard
West Valley City, Utah 84119

With a copy to:

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

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

9. **Attorney's Fees.** Should it become necessary for either party to enforce its rights under this Agreement, whether in suit or otherwise, the prevailing party shall be entitled to recover from the unsuccessful party reasonable attorney's fees and costs, in addition to any other relief to which the party attempting to enforce its rights hereunder may be entitled.
10. **Modification.** Neither party to this Agreement may amend or modify this Agreement, except in a writing executed by the parties hereto.
11. **Risk of Loss.** If, prior to the Closing Date, the Property or any portion thereof is damaged by fire, acts of God, or other casualty or cause, the Buyer shall have the right to terminate this Agreement.
12. **Entire Agreement.** The parties expressly agree that this Agreement and the exhibits attached hereto constitute the full and complete understanding and agreement of the parties, and that this Agreement supersedes all prior understandings, agreements, and conversations between the parties, whether oral or written. Any prior negotiations, correspondence, or understandings related to the subject matter of this Agreement shall be deemed to be merged into this Agreement and the attached exhibits.
13. **Severability.** If any term or provision of this Agreement is invalid or unenforceable for any reason whatever, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

14. **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.
15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original for all purposes, but all of which shall constitute but one and the same instrument.
16. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah.
17. **Assignability.** This Agreement shall bind and inure to the benefit of the assignees, heirs, and successors in interest of the Buyer and the Seller. Neither the Buyer nor the Seller shall assign its rights or delegate its obligations hereunder without the prior written consent of the other.
18. **Time of the Essence.** Time is of the essence with respect to the performance of the parties under this Agreement.
19. **Waiver.** A waiver by either party of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

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

(Signatures follow)

**BUYER
ABILITY INCLUSION SERVICES**

Hoyd

State of Utah)

County of Salt Lake)
:SS

On this 3 day of September, 2024, personally appeared before me Kristen Hoyd, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he or she is the Executive Director of Ability Inclusion Services, and that he or she is authorized by the articles of incorporation or organization or by a resolution of its members or Board of Directors to execute the foregoing instrument.



MWells
Notary Public

SELLER
REDEVELOPMENT AGENCY OF WEST
VALLEY CITY

CHAIR

CHIEF EXECUTIVE OFFICER

ATTEST:

SECRETARY

APPROVED AS TO FORM Agency Attorney By: <u>Brandon Hill</u> Date: <u>9/11/2024</u>
