The Study Electronic Meeting of the West Valley City Council will be held on Tuesday, July 8, 2025, at 4:30 PM, in the Multipurpose Room, 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.

A G E N D A

1. Call to Order

2. Roll Call

3. Approval of Minutes:

   A. June 24, 2025

4. Review Agenda for Regular Meeting of July 8, 2025

   A. Regular Meeting Agenda

5. Resolutions:

   A. 25-100: Approve a Funding Amendment to a Cooperative Agreement Between the City and the Utah Department of Transportation

   B. 25-101: Award a Contract to Morgan Pavement Maintenance for the 2025 Asphalt Pavement Preservation Treatment 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.

C. 25-102: Award a Contract to EDA Architects Inc. To Prepare Cost Estimates and Renderings for the Maverik Center

D. 25-103: Award a Contract to Landmark Design, Inc to Prepare a Parks Master Plan

6. Authorize Consent Agenda for Regular Meeting of July 22, 2025

7. Review Agendas for Special Housing Authority and Special Redevelopment Agency Meetings Scheduled July 22, 2025

A. HA Agenda

B. RDA Agenda

8. Communications:

A. City Survey Update (20 min)

B. Council Calendar

9. New Business:

A. Potential Future Agenda Items

B. Council Reports

10. Motion for Closed Session (if necessary)

11. Adjourn

MINUTES OF COUNCIL STUDY MEETING – JUNE 24, 2025
-1-

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC STUDY SESSION ON TUESDAY, JUNE 24, 2025 AT 4:30 P.M. AT WEST VALLEY CITY HALL, MULTIPURPOSE ROOM, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Mayor
Lars Nordfelt, Councilmember At-Large *(electronically)*
Don Christensen, Councilmember At-Large *(arrived as noted)*
Tom Huynh, Councilmember District 1
Scott Harmon, Councilmember District 2
William Whetstone, Councilmember District 3
Cindy Wood, Councilmember District 4

STAFF PRESENT:

Ifo Pili, City Manager
Nichole Camac, City Recorder
John Flores, Assistant City Manager
Eric Bunderson, City Attorney
Mike Fossmo, Acting Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Steve Pastorik, CED Director
Dan Johnson, Public Works Director
Candace Whitaker, Acting Parks and Recreation Director *(electronically)*
Jason Erekson, Acting Parks and Recreation Director *(electronically)*
Jonathan Springmeyer, RDA Director
Sam Johnson, Strategic Communications Director
Craig Thomas, Community and Culture Director
Paula Melgar, HR Director
Tumi Young, Chief Code Enforcement Officer
Jake Arslanian, Facilities Director
Lauren McPeak, Administrative Analyst
Travis Crosby, IT

APPROVAL OF MINUTES OF STUDY MEETING HELD JUNE 10, 2025
The Council considered the Minutes of the Study Meeting held June 10, 2025. There were no changes, corrections or deletions.

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Councilmember Whetstone moved to approve the Minutes of the Study Meeting held June 10, 2025. Councilmember Wood seconded the motion.

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

INTRODUCTION OF NEW EMPLOYEES

Dan Johnson, Public Works Director, introduced Brennan Louie and Brian Ulibarri.

REVIEW AGENDAS FOR REGULAR CITY COUNCIL MEETING OF JUNE 24, 2025

Eric Bunderson, City Attorney, shared that a group of students from the Hunter High School Key Club unexpectedly visited the City Attorney's Office and presented a donation check for $1,470.72—along with a large ceremonial check—for the victim advocate program. The donation was a result of a student-led fundraiser, organized without prior coordination with the City. Over the course of two months, the students raised the funds independently. The City arranged to formally honor and recognize the Key Club during this evenings regular meeting for their generous and thoughtful contribution. Mayor Lang asked how the funds will be used. Eric replied that they will be used for victim needs including hotels, food, bus passes, etc.

Eric Bunderson, City Attorney, reported that Judge Matt Hanson, who had his contract renewed in January, was recently appointed as a full-time judge and will be serving in Farmington starting mid-June. Due to the quick transition, the City issued a Request for Proposals (RFP) and received 7–8 applications from highly experienced candidates. After evaluating based on experience and hourly rates, the City selected Kevin Thurman, who currently serves as the City Attorney for Saratoga Springs, to fill the role on a part-time basis. Eric noted Thurman's strong qualifications and passion for code enforcement. He noted that the need to study and vote on this item this evening was fast-tracked to ensure coverage for ACE Court by the end of June. Councilmember Wood asked for clarification on what ACE Court is. Eric replied that the Administrative Code Enforcement (ACE) Court is a civil process used to handle ordinance violations—such as property maintenance issues like messy yards—without pursuing criminal charges. This approach allows for quicker resolution through fines and abatement. West Valley City pioneered the ACE Court program years ago, and it has since been adopted by several other municipalities. Councilmember Wood asked how often court occurs. Eric replied every two weeks in the morning and is currently conducted via Zoom, making it accessible for observation by Councilmembers or others interested. He praised the court's efficiency and organization, expressed appreciation for the outgoing judge, Matt Hanson, and shared confidence in the incoming judge, Kevin Thurman.

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Upon inquiry by Mayor Lang, members of the Council had no further questions or concerns regarding items listed on the Agenda for the Regular City Council Meeting scheduled later this night.

PRESENTATIONS SCHEDULED FOR JULY 8, 2025

A. **REPORT BY KAREN LANG OF A PROPOSED PROPERTY TAX INCREASE BY JORDAN VALLEY WATER CONSERVANCY DISTRICT FOR WATER SERVICES PURPOSES**

ACCEPT PUBLIC INPUT FROM THE PUBLIC AND/OR THE CITY COUNCIL REGARDING THE PROPOSED PROPERTY TAX INCREASE BY JORDAN VALLEY WATER CONSERVANCY DISTRICT

Mayor Lang reported on a legislative requirement which mandates that a board member present updates regarding tax increases. The water district is planning a rate increase of approximately 4.9% and a corresponding tax increase of about 9%. This change would adjust the district's rate from 0.000311 to 0.000340, generating around $2.6 million in additional revenue. The increase is primarily driven by inflation and specific project costs, including a $650,000 tariff on imported pipe from Mexico. Mayor Lang noted that the formal report will be given next week in compliance with the state's 40-day reporting requirement, and emphasized that no Council action is needed.

Councilmember Wood asked what the dollar effect would be on a resident. Mayor Lang replied that it wouldn't be significant but noted that she would get that total. Councilmember Whetstone verified that there is both a tax increase and a rate increase. Mayor Lang explained that while conservation efforts reduce water usage, they also result in decreased revenue from water sales. To maintain sufficient funding for operational costs, including infrastructure and services, water rates must be increased to offset the reduced consumption. She emphasized that conservation does not lead to lower water rates—in fact, it typically requires rates to rise in order to collect the necessary revenue. Upon inquiry by Councilmember Whetstone, Mayor Lang clarified that there is no change regarding the installation of water meters—the rate increase applies to water districts and varies by district based on factors such as peak demand and usage patterns, particularly during July when measurements are taken. Some districts mitigate peak demand by relying on well water, while others do not. The rate increase will help fund ongoing maintenance and repair needs but not major infrastructure projects, which are typically financed through bonding. Mayor Lang noted that the next anticipated bond is expected to be around $80 million and will likely occur this year or next.

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PUBLIC HEARINGS SCHEDULED FOR JULY 8, 2025

B. **ACCEPT PUBLIC INPUT REGARDING APPLICATION Z-1-2025, FILED BY ERIC NGUYEN, REQUESTING A ZONE CHANGE FROM A (AGRICULTURE) TO RM (MULTIPLE UNIT DWELLING RESIDENTIAL) FOR PROPERTY LOCATED AT 3001 WEST 4100 SOUTH**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled July 8, 2025 in order for the City Council to hear and consider public comments regarding Application Z-1-2025, Filed by Eric Nguyen, Requesting a Zone Change from A (Agriculture) to RM (Multiple Unit Dwelling Residential) for Property Located at 3001 West 4100 South.

Proposed Ordinance 25-17 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ACTION: ORDINANCE 25-17, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FROM A (AGRICULTURE) TO RM (MULTIPLE UNIT DWELLING RESIDENTIAL) FOR PROPERTY LOCATED AT 3001 WEST 4100 SOUTH

Steve Pastorik, CED Director, discussed proposed Ordinance 25-17 that would amend the Zoning Map to Show a Change of Zone from A (Agriculture) to RM (Multiple Unit Dwelling Residential) for Property Located at 3001 West 4100 South.

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

> Surrounding zones include R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet) to the north and south, A and R-1-8 to the east, and R-2-8 (Two Unit Dwelling Residential, minimum lot size 8,000 square feet) and A to the west. Neighboring uses include single family homes to the north, east, and south and the Sunnybrook Park Condos and Valley Jr. High School to the west. The property includes a home that, according to Salt Lake County, was built in 1940, a detached garage, and three other outbuildings. The General Plan designation on the property is Medium Density Residential (7 to 12 units/acre).
>
> The applicant is proposing to retain the existing home, demolish the existing detached buildings, build a new garage for the existing home, and construct a 14-unit, two-story, for-rent townhome development. The proposed density of the project including the existing home is 9.8 units/acre. All townhome units would face the perimeter of the property, and each unit would include

a 2-car garage and 3 bedrooms. All garages have driveways that are deep enough to park in. The attached concept plan and application materials from the applicant provide details on and support for the proposed project.

ACTION: RESOLUTION 25-90, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH STEVEN NGUYEN AND TINA HANH FOR APPROXIMATELY 1.53 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 3001 WEST 4100 SOUTH

Steve Pastorik, CED Director, discussed proposed Ordinance 25-90 that would authorize the City to Enter Into a Development Agreement with Steven Nguyen and Tina Hanh for Approximately 1.53 Acres of Property Located at Approximately 3001 West 4100 South.

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

> Eric Nguyen, the son of Steven Nguyen and Tina Hanh Phan, has submitted a zone change application (Z-1-2025) on 1.53 acres to change the zoning from A (Agriculture, minimum lot size ½ acre) to RM (Multiple Unit Dwelling Residential). The proposed use for the property is rental townhomes.
>
> The proposed development agreement addresses the number and size of units, architecture, parking, amenities, fencing, public improvements (parkstrip and sidewalk), and management standards.

Councilmember Wood asked if there have been concerns raised by neighboring residents regarding these units being rentals. Steve replied yes. Councilmember Whetstone asked if there was any flexibility in making the units for sale. Steve replied that the developers have consistently expressed a preference for constructing rental housing, not units for sale. However, he noted that in some cases, developments are designed with the flexibility to convert to for-sale units after a period of time—often around five years. This typically requires adhering to different building codes, especially regarding fire ratings and setbacks between units. While the current plan is for full rental housing, there is a possibility the units could be constructed to allow for future conversion to for-sale housing, as has been done by some developers in the past.

Steve addressed concerns about the traffic study, noting that the area is already operating above Level of Service (LOS) C and nearing LOS D. He explained that due to the project's relatively small size, a full-scale traffic study was not required.

The City uses general guidelines for traffic volumes, with LOS D being the target planning threshold. Given these factors, the project is not expected to push traffic conditions beyond LOS D and is therefore not viewed as a significant issue.

Mayor Lang stated that the Planning Commission was concerned with the units looking more like a boarding home than a townhome. Steve stated that this was correct and noted that the applicant made some changes to the layout. Mayor Lang asked if there would be basements. Steve replied no. Mayor Lang expressed concern regarding the neighboring homes being single level and these units being taller which could present privacy issues for the existing residents. Mayor Lang asked if the condos have basements. Steve replied that he doesn't believe so. Councilmember Harmon expressed concern with the layout of the units and noted that they appear to cater to a boarding home type situation. Mayor Lang noted that she is uncomfortable with the units being rental and also two story. Councilmembers Wood and Harmon agreed.

Councilmember Nordfelt asked if there is a trail that goes along the perimeter. Steve replied yes. Councilmember Nordfelt clarified that the driveway is shared and not a public right of way. Steve replied yes.

Mayor Lang asked if the units would be constructed to the City's standards. Steve replied that there will need to be some revisions. Mayor Lang asked if there are any landscaping requirements. Steve replied yes and noted that this would be addressed by the Planning Commission as part of the conditional use.

The City Council will consider Ordinance 25-17 and Resolution 25-90 at the Regular Council Meeting scheduled July 8, 2025 at 6:30 P.M.

RESOLUTION 25-91: AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH JOSEPH BARRATT FOR APPROXIMATELY 0.45 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 7092 WEST GATES AVENUE

Brock Anderson, Planning and Zoning, presented proposed resolution 25-91 that would authorize the City to Enter Into a Development Agreement with Joseph Barratt for Approximately 0.45 Acres of Property Located at Approximately 7092 West Gates Avenue.

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

In May of 2017 the City entered into a development agreement involving a 0.45 acre parcel at 7092 W Gates Avenue. The owner of the parcel at that time wanted

to use the property for outside storage and the agreement required an 8' tall masonry wall around the property to screen the storage area. It also allowed the wall to be closer to the property lines than the code specifies if the property owner was successful in getting a variance for landscaping requirements from the Board of Adjustment. The property owner received the landscaping setback variance reduction, and the wall was constructed.

The property has since been acquired by a different owner, Mr. Barratt, who operates a concrete construction business. Mr. Barratt would like to remove the wall and develop the property for his business headquarters. Since the current development agreement requires a wall, regardless of the use of the property, staff informed the owner that a new agreement is required to move forward with his project. The proposed changes to Exhibit B still require an 8' tall wall if outside storage is desired in the future, but other uses simply need to meet the City's zoning ordinance requirements. The new agreement also outlines certain right-of-way improvements that are needed along the street frontages, and also requires landscaping in the City right-of-way next to Gates Avenue since the variance eliminated the landscaping buffer adjacent to the property line.

Councilmember Wood clarified that a new entrance would be established on the frontage road and the existing fence would be removed. Brock replies yes. Councilmember Harmon clarified that there is a remaining piece of property owned by the City. Brock replied yes and noted that it would need to be maintained and kept weed free. Councilmember Harmon asked if the City could sell the right-of-way to the property owner. Dan Johnson, Public Works Director, stated that this would likely be an option but the property owner may not want it since it doesn't benefit them.

The City Council will consider Resolution 25-91 at the Regular Council Meeting scheduled July 8, 2025 at 6:30 P.M

RESOLUTION 25-92: APPROVE A FEDERAL AID AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO 3900 SOUTH

Coby Wilson, Pubic Works, presented proposed resolution 25-93 that would approve a Federal Aid Agreement Between the City and the Utah Department of Transportation for Improvements to 3900 South.

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

West Valley City and Taylorsville have a roadway improvement project planned

on 3900 South between Redwood Road and the Jordan River. The scope of the project includes minor roadway widening, drainage improvements, installation of curb & gutter where needed, rotomilling/overlaying the existing pavement where possible, reconstructing the road where necessary, and adding 12' wide shared use paths along the corridor to connect to an adjacent Utah Trail Network project to the east.

The current estimate for this project is $12,100,000. Due to the regional benefit of this project, specifically for active transportation, the County contributed $3,000,000 of *County Transportation* funds towards the design and construction of this project. In addition, the City successfully applied for federal *Transportation Alternative Program* (TAP) funds and *Surface Transportation Program* (STP) Funds and will receive $1,129,817 (TAP) and $2,000,000 (STP) respectively from those programs per this FAA. In addition, WVC recently learned that WFRC is recommending an additional $2,500,000 in STP funds for the project and UDOT has recommended $2,800,000 from the Highway Safety Improvement Program (HSIP) which will be addressed in a future FAA modification. The $3,129,817 of federal funds identified in this FAA require a local government match of 6.77% or $227,275 which will be paid for utilizing the County Transportation Funds.

Both Taylorsville and West Valley City will continue to look for additional opportunities to get this project completely funded. At this point, construction is tentatively scheduled for 2027.

Mayor Lang asked if the welcome sign at this location will be impacted. Coby discussed planned improvements to the welcome sign area, noting that some road widening is necessary due to the lack of curb, gutter, and adequate drainage in the current location. A detailed survey is needed to determine the extent of excavation required, but it is likely the welcome sign will need to be relocated to a higher elevation than the nearby trailer park. Coby also highlighted that grading challenges will be a significant factor in deciding whether to perform a mill and fill or a full reconstruction during the design phase.

The City Council will consider Resolution 25-92 at the Regular Council Meeting scheduled July 8, 2025 at 6:30 P.M

Councilmember Christensen arrived at 5:09 PM.

RESOLUTION 25-93: APPROVE A PARTIAL RELEASE AND TERMINATION OF RESTRICTIVE COVENANTS BETWEEN THE CITY AND KENNECOTT UTAH COPPER LLC

Dan Johnson, Public Works Director, discussed proposed Resolution 25-93 that would approve a Partial Release and Termination of Restrictive Covenants Between the City and

Kennecott Utah Copper LLC.

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

> Kennecott Utah Copper LLC (Kennecott) has signed a Partial Release and Termination of Restrictive Covenants. West Valley City desires to sale a portion of Parcel B of 201 Mountain View Park subdivision to SI West Valley Phase 1, LLC. Parcel B is a portion of city owned property acquired from Kennecott and included a restriction prohibiting the city from selling the property to a non-governmental entity.
>
> In 2014, Kennecott conveyed property along the Riter Canal to West Valley City. The Special Warranty Deed to the city included a provision prohibiting the city from selling or transferring the property to any non-governmental entity. For the city to sell a portion of the property to SI West Valley Phase 1, LLC, a Partial Release and Termination of Restrictive Covenants from Kennecott was required.

The City Council will consider Resolution 25-93 at the Regular Council Meeting scheduled July 8, 2025 at 6:30 P.M

RESOLUTION 25-94: APPROVE A REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY AND SI WEST VALLEY PHASE 1, LLC
Dan Johnson, Public Works Director, discussed proposed Resolution 25-95 that would approve a Real Estate Purchase and Sale Agreement Between the City and SI West Valley Phase 1, LLC.

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

> West Valley City owns a strip of land identified as Parcel B of 201 Mountain View Park subdivision, located on the south side of Beagley Road. Parcel B of 201 Mountain View Park subdivision is a remnant strip of land created after the dedication of Beagley Road as part of the subdivision. Included in Parcel B will be a portion of the Cross Towne Trail system. SI West Valley Phase 1, LLC is the owner of the 38.03 acres to the south and east of a portion of said Parcel B (14-23-400-061, 14-23-400-062 and 14-23-326-005). SI West Valley Phase 1, LLC desires to develop its property and has offered to purchase a portion of Parcel B to obtain access to/from Beagley Road. The sales price for the 20,231 square feet of land is $206,410.00.
>
> Parcel B was a portion of property acquired from Kennecott and included a restriction prohibiting the city from selling the property to a non-governmental entity. Kennecott is releasing that restriction per a separate council action.

The City Council will consider Resolution 25-94 at the Regular Council Meeting scheduled July 8, 2025 at 6:30 P.M

CONSENT AGENDA SCHEDULED FOR JULY 8, 2025

A. **RESOLUTION 25-95: ACCEPT A QUITCLAIM DEED FROM THE UTAH DEPARTMENT OF TRANSPORTATION FOR PROPERTY LOCATED ON PARKWAY BOULEVARD**

Mayor Lang discussed proposed Resolution 25-95 that would accept a Quitclaim Deed from the Utah Department of Transportation for Property Located on Parkway Boulevard.

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

> In accordance with the Interlocal Cooperation Agreement between UDOT and West Valley City for Mountain View Corridor, certain acquisition parcels were designated to be conveyed from UDOT to West Valley City, and from West Valley City to UDOT. This warranty deed is one of the parcels to be conveyed to West Valley City. The parcel is located on the south side of Parkway Boulevard at approximately 5990 West.

B. **RESOLUTION 25-96: ACCEPT TWO QUITCLAIM DEEDS FROM THE UTAH DEPARTMENT OF TRANSPORTATION FOR PROPERTY LOCATED ON PARKWAY BOULEVARD**

Mayor Lang discussed proposed Resolution 25-96 that would accept Two Quitclaim Deeds from the Utah Department of Transportation for Property Located on Parkway Boulevard.

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

> In accordance with the Interlocal Cooperation Agreement between UDOT and West Valley City for Mountain View Corridor, certain acquisition parcels were designated to be conveyed from UDOT to West Valley City, and from West Valley City to UDOT. These two deeds are two of the parcels to be conveyed to West Valley City. The two parcels are located within and abutting the south side of Parkway Boulevard on the west of Mountain View Corridor.

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C. **RESOLUTION 25-97: ACCEPT A QUITCLAIM DEED FROM THE UTAH DEPARTMENT OF TRANSPORTATION FOR PROPERTY LOCATED ON ANNA CAROLINE DRIVE**

Mayor Lang discussed proposed Resolution 25-97 that would accept a Quitclaim Deed from the Utah Department of Transportation for Property Located on Anna Caroline Drive

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

> In accordance with the Interlocal Cooperation Agreement between UDOT and West Valley City for Mountain View Corridor, certain acquisition parcels were designated to be conveyed from UDOT to West Valley City, and from West Valley City to UDOT. This Quit Claim Deed is one of the parcels to be conveyed to West Valley City. Although much of the property being Quit Claimed to the city has already been dedicated as public rights-of-way, the Quit Claim Deed to the city will give the city the underlying ownership rights to the dedicated road, in the unlikely instance that the city determines to vacate the roads in the future.

D. **RESOLUTION 25-98: AUTHORIZE THE CITY TO EXECUTE THREE QUITCLAIM DEEDS TO THE UTAH DEPARTMENT OF TRANSPORTATION FOR PROPERTY RELATED TO MOUNTAIN VIEW CORRIDOR CONSTRUCTION**

Mayor Lang discussed proposed Resolution 25-98 that would authorize the City to Execute Three Quitclaim Deeds to the Utah Department of Transportation for Property Related to Mountain View Corridor Construction.

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

> In accordance with the Interlocal Cooperation Agreement between UDOT and West Valley City for Mountain View Corridor, certain acquisition parcels were designated to be conveyed from UDOT to West Valley City, and from West Valley City to UDOT. These three Quit Claim Deeds are among those to be conveyed to UDOT. The parcels are portions of city-owned streets falling within and crossing under or over Mountain View Corridor. These locations are at Cilma Drive, Brud Drive and Parkway Boulevard.

Councilmember Wood noted that Dan mentioned there are opportunities for recreational purchases in the property that will be given to the City. Dan replied yes

and stated that the 15 acres are currently used for retention but could be used as a future park.

The City Council will consider Resolutions 25-95 through 25-98 on the Consent Agenda at the Regular Council Meeting scheduled July 8, 2025 at 6:30 P.M

AUTHORIZE CONSENT AGENDA FOR REGULAR MEETING OF JULY 8, 2025
The Council agreed to add Resolutions 25-93 and 25-94 to the Consent Agenda for the July 8, 2025 Regular City Council Meeting at 6:30 PM.

COMMUNICATIONS

A. SWCA ENVIRONMENTAL CONSULTANTS- GREAT SALT LAKE WATER CONSERVATION TOOLBOX

Arianna Mason, SWCA Environmental Consultants, presented a PowerPoint Presentation summarized as follows:

- Great Salt Lake Elevation
  - 1986- 4211.65 Feet (record high)
  - 2000- 4202.2 Feet (average)
  - 2022- 4190.1 Feet (record low)
- Value of the Great Salt Lake
  - Health
    - Protect air quality by reducing lakebed dust
  - Economy
    - ++ $2 billion/yr to Utah's economy
  - Recreation
    - Lake effect snow extends ski season by 5-7 weeks
  - Ecology
    - 12 million pacific flyaway birds visit annually
- We all play a part in saving Great Salt Lake
- Conservation concepts
  - Diversion- water removed from its source for use
  - Depletion- portion of diverted water that is removed from the watershed
  - Shepherding water- delivery of conserved water downstream without being diverted along the way
  - Water-efficient landscaping- Reduce and replace high-water use grass lawns with native or drought-tolerant plants
- Conserve, dedicate, deliver
- New state requirements

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  - Integrating water and land planning
    - All counties and some cities
    - integrate a water use and preservation element into long range plans
    - December 31, 2025
  - Water rate structures
    - Municipalities serving >10,000 people
    - Tiered rates that consider costs for water conservation in at least the highest block unit of water
    - July 1, 2027
- Water conservation tools available
  - Rebates/incentives
  - Education
  - Planning
  - Ordinances
  - Water rates
- Water conservation ordinanaces
  - Outdoor water use
    - Landscape design and materials
    - Landscape irrigation schedules
    - Irrigation technology and design
  - Indoor water use
    - Low flow fixtures
    - Repair water leaks
- Great Salt Lake Water Conservation Toolbox- Model Ordinance (new development/redevelopment, existing development, residential (single family), secondary water users
  - Low- Grass lawns shall account for no more than **50%** of the front and side yards of landscaped areas.
  - Moderate- Grass lawns shall account for no more than **35%** of the front and side yards of landscaped areas.
  - High- Grass lawns shall account for no more than **20%** of the front and side yards of landscaped areas.
- Great Salt Lake Water Conservation Toolbox- Model Ordinance (residential (multi-family), industrial/commercial, public institutional)
  - Low- Grass lawns shall account for no more than **30%** of the front and side yards of landscaped areas.
  - Moderate- Grass lawns shall account for no more than **20%** of the front and side yards of landscaped areas.
  - High- Grass lawns shall account for no more than **0%** of the front and side yards of landscaped areas.

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- Ordinance assessments and tailored policy advice
    - Understand
        - Free audit that assesses a municipality's water conservation efforts and identifies realistic areas of improvement.
    - Collaborate
        - Receive free, concrete policy options for additional conservation efforts that are customized for a municipality's goals, constraints, and individual context.
    - Act
        - City leaders may choose to enact recommended changes, and, if desired, collaborate further to, for example, refine options or seek funding sources.
- Custom rate structures
- Incentive and rebate programs
    - Rebates
        - Get paid up to install a WaterSense-labeled smart controller or to replace your old toilet with a WaterSense-labeled one
    - Landscape incentive program
        - Receive up to $3 per square foot of lawn replaced with water-efficient landscaping. Eligibility: Community must implement water-efficient landscape standards for new development. Requirements vary by location.
    - How to apply
        - Eligible locations, incentive amounts, program guidelines, and program applications are available at **SlowTheFlow.org**
- Research, education and outreach
- Promoting urban landscape water conservation through programs to identify capacity to conserve on existing landscapes and integrating land and water planning to Grow Water Smart
- Research and data
    - Utah Water Values Study
        - A comprehensive effort to understand Utahns' water values and priorities, aiming to inform strategies for addressing tradeoffs and behavior changes crucial for a sustainable water future.
- Coalitions
- Demonstrations and tools

- Awareness

The Mayor and Council had no further questions.

B. VICTIM SERVICES UPDATE

Natalie Martinez-Priddy, Victim Services, presented a PowerPoint presentation summarized as follows:

- Review of 2025
  - Total Victims Served
    - 1115
  - Services Provided
    - On-scene response
    - Law enforcement interview accompaniment
    - Court attendance and notification
    - Emergency financial assistance
  - Funding Sources
    - West Valley City
    - VOCA Grant
    - CDBG Grant
    - State Grant

The Mayor and Council had no further questions.

C. COUNCIL CALENDAR

Councilmember Christensen asked if there would be Food Trucks on Market Street this week. Jason Erekson replied that there was some vandalism that occurred in the restroom so the trucks would not be there this week but would hopefully continue next week.

Mayor Lang referenced a Memorandum previously received from the City Manager that outlined upcoming meetings and events.

Members of the City Council had no further questions regarding the Council Update.

NEW BUSINESS

A. POTENTIAL FUTURE AGENDA ITEMS

Councilmember Harmon asked for a presentation regarding the ACE Court Program.

B. COUNCIL REPORTS

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COUNCILMEMBER CHRISTENSEN
Councilmember Christensen thanked Public Relations for their media response on the incident at WestFest. He noted that he also attended the Farmers Market last Thursday and it was a big event with a great crowd.

COUNCILMEMBER HARMON
Councilmember Harmon stated that he attended My Hometown Interfaith Council, the ribbon cutting for the University of Utah hospital, and enjoyed the WestFest Parade.

COUNCILMEMBER WOOD
Councilmember Wood noted that she attended the Juneteenth celebration and learned a lot from it. She noted that the Farmers Market was also a great event.

COUNCILMEMBER WHETSTONE
Councilmember Whetstone stated that he attended the Veterans Committee last Tuesday and different fundraising options were discussed. He stated that he also attended Chill with the Chief and had a great time.

MAYOR LANG
Mayor Lang thanked the Police Department, Fire Department, and Parks Department for their efforts at WestFest and their quick response to the incident.

MOTION TO ADJOURN
Upon motion by Councilmember Huynh all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY MEETING ON TUESDAY JUNE 24, 2025 WAS ADJOURNED AT 5:52 PM BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Study Meeting of the West Valley City Council held Tuesday, June 24, 2025.

_____
Nichole Camac, MMC
City Recorder

DRAFT

The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, July 8, 2025, at 6:30 PM, in the City 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.

A G E N D A

1. Call to Order

2. Roll Call

3. Opening Ceremony: Mayor Karen Lang

4. Approval of Minutes:

   A. June 24, 2025

5. Presentations:

   A. Report by Karen Lang of a Proposed Property Tax Increase by Jordan Valley Water Conservancy District for Water Services Purposes

   Accept Public Input from the Public and/or the City Council Regarding the Proposed Property Tax Increase by Jordan Valley Water Conservancy District

6. Public Comment Period:

- 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.

(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to three minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once. Comments shall be limited to City business and matters within the purview of the City Council. Speakers should not expect any debate with the Mayor, City Council or City Staff. The Mayor, City Council or City Staff may respond after the comment period has concluded. Speakers shall refrain from personal attacks against fellow citizens, city staff, or members of the City Council.)

7. Public Hearings:

   A. Accept Public Input Regarding Application Z-1-2025, Filed by Eric Nguyen, Requesting a Zone Change from A (Agriculture) to RM (Multiple Unit Dwelling Residential) for Property Located at 3001 West 4100 South

      Action: Consider Ordinance 25-17, Amend the Zoning Map to Show a Change of Zone from A (Agriculture) to RM (Multiple Unit Dwelling Residential) for Property Located at 3001 West 4100 South

      Action: Consider Resolution 25-90, Authorize the City to Enter Into a Development Agreement with Steven Nguyen and Tina Hanh for Approximately 1.53 Acres of Property Located at Approximately 3001 West 4100 South

8. Resolutions:

   A. 25-91: Authorize the City to Enter Into a Development Agreement with Joseph Barratt for Approximately 0.45 Acres of Property Located at Approximately 7092 West Gates Avenue

   B. 25-92: Approve a Federal Aid Agreement Between the City and the Utah Department of Transportation for Improvements to 3900 South

9. Consent Agenda:

A. Reso 25-93: Approve a Partial Release and Termination of Restrictive Covenants Between the City and Kennecott Utah Copper LLC

B. Reso 25-94: Approve a Real Estate Purchase and Sale Agreement Between the City and SI West Valley Phase 1, LLC

C. Reso 25-95: Accept a Quitclaim Deed from the Utah Department of Transportation for Property Located on Parkway Boulevard

D. Reso 25-96: Accept Two Quitclaim Deeds from the Utah Department of Transportation for Property Located on Parkway Boulevard

E. Reso 25-97: Accept a Quitclaim Deed from the Utah Department of Transportation for Property Located on Anna Caroline Drive

F. Reso 25-98: Authorize the City to Execute Three Quitclaim Deeds to the Utah Department of Transportation for Property Related to Mountain View Corridor Construction

G. Reso 25-99: Authorize the City to Enter Into a Right of Way Purchase Agreement and Accept a Warranty Deed and a Temporary License With and From AMW Holdings, LLC for Property Located at 6809 West 3500 South

10. Motion for Closed Session (if necessary)

11. Adjourn

Item #:	
Fiscal Impact:	$161,000
Funding Source:	State Funds
Account #:	45-9610-40750-75303-0500
Budget Opening Required:	Yes

ISSUE:

A resolution authorizing the execution of Modification No. 1 to a Cooperative Agreement between UDOT and West Valley City for a Safe Sidewalk project on 3500 South

SYNOPSIS:

A modification to an existing cooperative agreement to increase the amount of state funding available for use on the 3500 South Safe Sidewalk project near 5430 West.

BACKGROUND:

West Valley City submitted a Safe Sidewalk application in 2024 to construct missing segments of sidewalk along the north side of 3500 South between Sunshade Drive (5450 West) and approx. 5350 West. The estimate submitted with the application to construct the entire length of the missing sidewalk, along with the associated right-of-way and improvements, was $500,000.

The Safe Sidewalk program is administered by UDOT and requires a 25% local government. WVC was successful in the 2024 application and executed a Cooperative Agreement with UDOT in the amount of $225,334 ($169,000 State / $56,334 LG Match). Realizing that $225,334 is not enough to construct the entire project limits identified in the application, UDOT allowed flexibility to adjust the limits of the project as necessary to maximize the use of the available funds.

As the design progressed, WVC continued to coordinate with UDOT to identify additional funding for the project. UDOT agreed to find additional funding to construct the entire segment if WVC acquired the right-of-way needed for the project. The City was successful in getting all landowners to donate the property and UDOT is therefore providing the additional funding.

This modification enables access to the additional funds being contributed by the state from the Safe Sidewalk Program. The required 25% match for the additional funds will be met with a soft match including the design, ROW Acquisition, and construction management services.

RECOMMENDATION:

Execute the modification to the agreement between UDOT and West Valley City

SUBMITTED BY:

Coby Wilson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A FUNDING AMENDMENT TO A COOPERATIVE AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Utah Department of Transportation ("UDOT") has made funding available for certain sidewalk improvements along 3500 South as part of the Safe Sidewalk Program, conditioned upon a City match and execution of an appropriate cooperative agreement; and

WHEREAS, additional funding is available for said project; and

WHEREAS, a Funding Amendment has been prepared by and between the City and UDOT, a copy of which is attached hereto and entitled "Funding Amendment") (hereinafter, the "Amendment"), that sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, the City Council 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 approve the Amendment.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Amendment is hereby approved in substantially the form attached and that the Mayor is hereby authorized to execute said Amendment and any other documents, deeds, easements, or conveyances needed to accomplish the purposes set forth in said Amendment for and on behalf of West Valley City, subject to approval of the final form of the Amendment by the City Manager and the City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2025.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

State of Utah
Department of Transportation

Cooperative Agreement Funding Amendment	Project Description: NEW SIDEWALK CONSTRUCTION (SAFE SIDEWALK PROGRAM) Local Agency: **West Valley City**	Estimated value of scope of work $440,000.00
PIN: 2 2 0 5 6 Job/Project: S 0171 (79) 4	Agreement # 258261 MOD 1. Tracking #	Date Executed

THIS COOPERATIVE AGREEMENT, made and entered into executed date 08/29/2024, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as **"UDOT"**, and **West Valley City**, a political subdivision of the State of Utah, hereinafter referred to as the **"CITY"**

RECITALS

WHEREAS, on , **UDOT** and **City** entered into a Cooperative Agreement to design and construct the Sidewalk on the North side of SR-171, MP 3.59 to MP 3.61, (Agreement number 258261)

NOW THEREFORE, The **Parties** agree to amend their agreement as follows:

In consideration of the foregoing recitals, which by this reference are incorporated into this Agreement, and for the terms set forth below, which the Parties acknowledge to be good and sufficient consideration, the Parties agree as follows:

1. VII. The total estimated cost of the project, including the Local Agency's participation, is as follows:

UDOT Funds (Allocated Amount) Local Agency's Funds (Participation Amount 75%)	$330,000.00
Local Agency's Funds (Participation Amount 25%)	$110,000.00
Total Project	$440,000.00

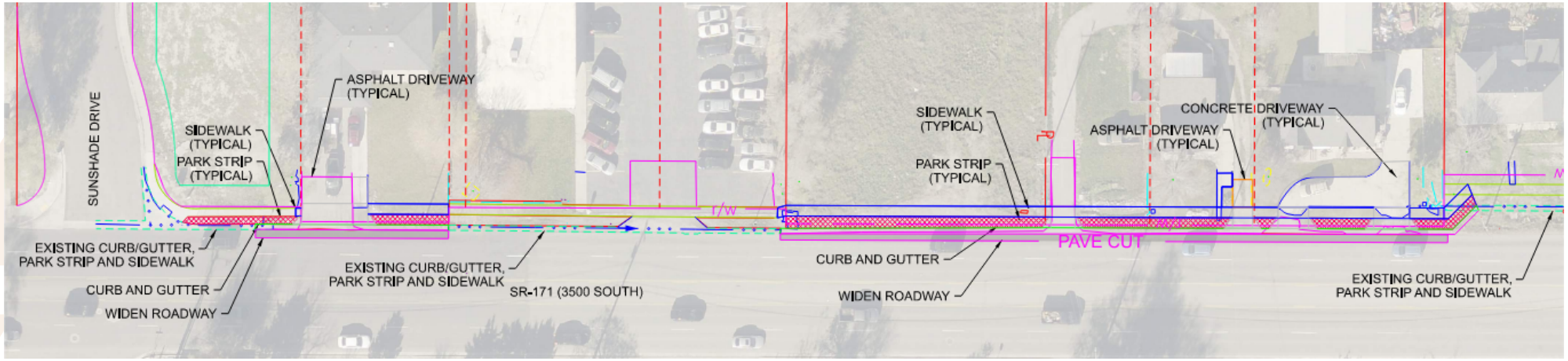
2. VIII. Upon completion of construction and final inspection by UDOT, and upon request of the Local Agency, UDOT will deliver to the Local Agency a lump sum amount of $330,000.00 or 100% of UDOT's funds for the construction of the facilities covered by this Agreement. This amount is the maximum amount of UDOT's contribution. If the project should overrun the estimated project amount contained herein, the Local Agency shall be responsible to cover the additional amount. If the project is completed for an amount less than the estimated cost, the amounts in paragraph 7 will be adjusted proportionally and UDOT will deliver to the Local Agency a lump sum amount based on the percentages as stated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement MOD to be executed by its duly authorized officers as of the day and year first above written.

West Valley City				**Utah Department of Transportation**			
By		Date		By		Date	
Mayor Pro Tem				PM/ Kevon Ogden			
By		Date		By		Date	
City Recorder				Region Director / Robert Stewart			
By	Brandon Hill	Date	6/25/25	By		Date	
Approved to form by City Attorney's Office				Comptroller's Office			

3500 South 5400 West Safe Sidewalk Project Cooperative Agreement Modification

- Contract modification enables access to an additional $161,000 of state funds for the construction of the 3500 S 5400 W Safe Sidewalk Project.



WEST VALLEY CITY

Item #:	
Fiscal Impact:	$450,000
Funding Source:	Class C Road Fund Transportation Sales Tax
Account #:	45-9610-40750-75298-0000
Budget Opening Required:	No

ISSUE:

2025 Asphalt Pavement Preservation Treatment RFP and Project.

SYNOPSIS:

A resolution authorizing the City to award a pavement preservation contract to Morgan Pavement Maintenance.

BACKGROUND:

The Public Works Department issued an RFP for venders to propose and apply an asphalt pavement preservation treatment product for neighborhood streets. The product is a sprayed asphalt emulsion, with fine aggregate, polymer and other additives intended to extend pavement life, and prevent oxidative damage from moisture and UV rays. The selected product, ONYX, is to be the City's standard product going forward. Contracts for future years will be bid using the specification for the selected asphalt pavement preservation treatment product.

Three proposals were submitted and reviewed, and ONYX Frictional Mastic Treatment was selected and will be applied by Morgan Pavement Maintenance in 2025-26.

This project will treat approximately 11 miles of roadways. An overview of the streets to be treated can be found on the Capital Improvement Plan at the following link, with the roads in this project being shown under "2025 Thin Surface Treatment Project" highlighted in purple.

https://wvc-ut.maps.arcgis.com/apps/MapJournal/index.html?appid=20f9436d61c94007b7076dc387ae6da3

RECOMMENDATION:

Award the contract to Morgan Pavement Maintenance in the amount of $425,527.20 and authorize the Public Works Department to spend up to $450,000 in potential change orders.

SUBMITTED BY:

Erik Brondum, Operations Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AWARDING A CONTRACT TO MORGAN PAVEMENT MAINTENANCE FOR THE 2025 ASPHALT PAVEMENT PRESERVATION TREATMENT PROJECT.

WHEREAS, West Valley City solicited proposals in accordance with state law to perform the 2025 Asphalt Pavement Preservation Treatment Project (the "Project"); and

WHEREAS, Morgan Pavement Maintenance (hereinafter, "Contractor") submitted the highest scoring proposal; and

WHEREAS, the City Council 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 award a contract to Contractor for the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. The contract is hereby awarded to Contractor in the amount of $425,527.20, with a total authorization not to exceed $450,000.00 for the Project, inclusive of change orders.

2. The Mayor is hereby authorized to execute, for and on behalf of West Valley City, any documents necessary to complete this transaction, subject to approval of the final form of the documents by the City Manager and the City Attorney's Office.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of _____ _____, 2025.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

West Valley City, Utah - RFP Scoring Summary
2025 APPT RFP - WVC OPS 25-01
Opening Date: 5/20/2025

	Bid Totals	Product performance (data, case studies, field results)	Unit Price	Experience and references	Proposed application plan and schedule	Total proposal score
Engineer's Estimate	$ 455,922.00	45	25	20	5	95
Response 1 **Morgan Pavement Maintenance**	$ 425,527.20	40	20	20	2	***82***
Response 2 **C&B Asphalt**	$ 283,684.80	15	25	5	5	50
Response 3 **Anderson Asphalt**	$ 455,922.00	30	15	15	2	62

2025 Asphalt Pavement Preservation Treatment RFP

- PW issued an RFP to identify a preferred pavement preservation product for new pavements
- Received three proposals
- Selected Product
  - ONYX Frictional Mastic Treatment
- Contractor for 2025-26
  - Morgan Pavement
  - Project Cost $425,527
  - $2.10 per Square Yard
  - Treat 11 miles of roadway



Item #:	
Fiscal Impact:	$307,000.00
Funding Source:	CIP
Account #:	45-9610-40750-00000-7500
Budget Opening required:	Yes

ISSUE:

Procurement of Architectural Services from EDA Architects for the cost estimates, of the Maverik Center renovations.

SYNOPSIS:

This resolution authorizes the Procurement of Architectural Services from EDA Architects in the amount of $307,000.00 for the cost estimates of the Maverik Center renovations.

BACKGROUND:

The Maverik center is almost 30 years old and in need of major renovations to keep up with the industry as a Sports Arena and Entertainment Center. The Maverick Center is also a major venue for the upcoming 2034 Olympic Games. A renovation of this magnitude will need a cost estimate and presentation tool to generate funding from many partners, such as the State of Utah, and the Olympic Committee. This contract will provide a cost estimate for the renovations and presentation tool to promote and solicit funding for the Maverik Center's critically needed renovations.

The City advertised for the Maverik Center renovations cost estimates Request for Proposal (RFP), EDA Architects Inc. submitted the highest scoring proposal.

The necessary repairs and renovations list will include some of the following: A new roof, design and build-out of an "Ultra-Lounge" on 4th floor – combining the restaurant and Centennial room, renovation and upgrade of all arena suites and furnishings, remodel and update of the arena lavatories and add additional women's lavatories, entire arena seat replacements, and replace Ice Sheet and chiller system.

The proposal from EDA Architect for these services is $307,000.00.

The funding for this project is from the Olympic and Paralympic Venues Grant Fund in FY 2025 for Olympic venue renovation projects as follows. $500,000 to West Valley City for the Maverick Center.

RECOMMENDATION:

Approving the Architectural Services agreement with EDA Architects for the Maverik Center Renovation Cost Estimate for the amount proposed not-to-exceed $307,000.00. This cost includes all costs associated with the performance of the services specified including four renderings, materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage and related costs.

SUBMITTED BY:

Hagop Arslanian
Director of Facilities and Construction Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AWARDING A CONTRACT TO EDA ARCHITECTS INC. TO PREPARE COST ESTIMATES AND RENDERINGS FOR THE MAVERIK CENTER.

WHEREAS, West Valley City solicited proposals in accordance with state law to prepare cost estimates and renderings for the Maverik Center (the "Project"); and

WHEREAS, EDA Architects Inc. (hereinafter, "Contractor") submitted the highest scoring proposal; and

WHEREAS, the City Council 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 award a contract to Contractor for the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. The contract is hereby awarded to Contractor in the amount of $307,000.00.

2. The Mayor is hereby authorized to execute, for and in behalf of West Valley City, the attached Professional Services Agreement, subject to approval of the final form of said Agreement by the City Manager and the City Attorney's Office.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of _____ _____, 2025.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

PROFESSIONAL SERVICES AGREEMENT
MAVERIK CENTER ESTIMATES AND DESIGN SERVICES

THIS AGREEMENT is made this _____ day of _____, 2025, by and between West Valley City (hereinafter, the "City"), a municipal corporation of the State of Utah located at 3600 South Constitution Blvd., West Valley City, Utah 84119, and EDA Architects Inc. (hereinafter, "Contractor"), a Utah corporation, 9 Exchange Place STE 1100 Salt Lake City, Utah 84111. The City and Contractor shall each be referred to individually as a "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City requires assistance to prepare certain cost estimates, renderings, and design documents related to the Maverik Center (the "Work"); and

WHEREAS, the City has determined that Contractor is a qualified firm to perform said Work; and

WHEREAS, the City desires to retain Contractor's expertise and professional services for the purposes described above;

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

AGREEMENT:

1. **Project Description.** Contractor will prepare renderings, cost estimates, and related design documents for the Maverik Center.

2. **Contractor's Services.** Contractor shall complete the Work as set forth in Contractor's proposal (attached hereto as Exhibit A, "Scope of Work"). Contractor shall also meet all requirements set forth in the City's Request for Proposals. Contractor shall perform these services consistent with the skill and care ordinarily used by architects providing similar services in the state of Utah. Contractor shall perform these services and provide all deliverables by the dates set forth in the Scope of Work.

3. **Contractor's Responsibilities.** Contractor will provide all professional services necessary for the performance of the Work, including but not limited to consultation with other affected entities. Contractor agrees that the compensation set forth herein represents adequate and sufficient consideration for all professional services necessary for the Work, whether or not those services are individually expressed in this Agreement. Contractor further agrees as follows:

   A. **Responsibility for Documents.** Notwithstanding any approval from the City of the documents prepared by Contractor pursuant to this Agreement, Contractor shall be solely responsible, as measured by the standard of care as defined herein, for

review of documents submitted for (i) the technical accuracy and adequacy of such documents and (ii) the compliance of such documents and the improvements described in such documents with all laws, ordinances, codes, regulations, rules, or other requirements of governmental authorities having jurisdiction over the Work.

B. **Ownership of Documents.** The City shall own all deliverables produced by Contractor pursuant to this Agreement and shall be entitled to use said deliverables as the City sees fit in its sole discretion.

4. **Additional Services.** The City shall only be obligated to compensate Contractor as set forth in this Agreement. The City shall not be obligated to compensate Contractor for any additional services unless those services are approved, in writing, by the City.

5. **City's Responsibilities.**

a. The City shall compensate Contractor in an amount not to exceed $307,000.00, which amount shall include all reimbursable expenses incurred by Contractor or any subcontractors retained by Contractor. Compensation shall be paid within thirty days of the City's receipt of an invoice for work performed.
b. The City shall provide information relevant to the Work as reasonably requested by Contractor. The City shall also make reasonable efforts to make the Maverik Center and appropriate staff available for tours and interviews.

6. **Termination.** Either Party may terminate this Agreement for cause by giving the other Party written notice of the other Party's breach of this Agreement and by giving at least fifteen days to cure said breach, with a failure to cure resulting in termination of this Agreement. The City may also terminate this Agreement for convenience at any time by providing Contractor with written notice. If this Agreement is terminated for convenience, Contractor shall be paid for all work performed under this Agreement.

7. **Term.** Unless terminated in accordance with Section 6 above, this Agreement shall remain in effect for two years from the date of execution.

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 CITY: 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: EDA Architects Inc.
9 Exchange Place STE 1100
Salt Lake City, Utah 84111

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 City; nor shall they represent themselves to be City 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 City employees.

10. **Conflict of Interest.** Contractor warrants that no City 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, and hold the City harmless from and against 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 City for damages because of bodily injury, death, and/or property damages or loss arising out of, or in consequence of, the performance of Contractor's services under this Agreement, to the extent that such bodily injuries, death, and/or property damages or loss are attributable to the negligence of Contractor and/or Contractor's consultants, subconsultants of any tier, employees, and/or assigns. As used in this section, the City shall also refer to the consultants, officers, agents, assigns, volunteers, and employees of the 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 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. **Limitation of Liability of City for Document Review Services.** The City shall have no duty or responsibility to review plans submitted to Contractor for their accuracy or technical adequacy or compliance with applicable laws, codes, ordinances, or regulations. Contractor covenants and agrees not to bring any claim or assert any defense against the City for any alleged negligence or fault of the City in failing to discover errors or omissions in Contractor's review. Any defective documents prepared by Contractor or Contractor's consultants shall be promptly corrected at no cost to the City. The City's approval, acceptance, or use of, or payment for, all or any part of Contractor's services hereunder shall in no way constitute any waiver of claims or acceptance of defective services, or alter Contractor's obligations or the City's rights hereunder.

13. **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 City with respect to the services under this Agreement, from claims 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 $1,000,000, annual aggregate: $2,000,000.

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 $1,000,000.

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 $1,000,000.

E. **Professional Liability Insurance.** In an amount not less than $2,000,000 per claim and $2,000,000 aggregate.

F. **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.

G. **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 City as Additional Insured and Endorsements shall be issued accordingly. Such Certificates of Insurance and Endorsements shall be provided to the City at the execution of this Agreement. Contractor shall notify the City not less than thirty (30) days prior to any

cancellation, modification or nonrenewal of any of the required insurance herein. If the City 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 City arising out of such failure to purchase and maintain the insurance coverages and/or liability limits required under this Section. In addition, the City 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.

14. **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 is not assignable by any Party.

15. **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 City.

16. **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.

17. **Attorney's Fees.** In the event it is necessary for either party to bring any action to enforce any of the terms of this Contract, each party shall be responsible for their own legal costs, expenses including attorney's fees incurred.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

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)

WEST VALLEY CITY

_____
Mayor

_____
City Manager

ATTEST:

_____
City Recorder

EDA ARCHITECTS, INC.

_____
By: MANAGING PRINCIPAL
Its: THOMAS BRENNAN

State of Utah)
:ss
County of Salt Lake City)

On this 27 day of June, 2025, personally appeared before me Thomas Brennan *[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 Managing Principal *[title]*, of EDA Architects, Inc. and that this *Professional Services Agreement* was signed by him/her in behalf of said entity by authority of its bylaws or a resolution of its Board of Directors, and he/she acknowledged to me that said entity executed the same.

ANGELINA BECKWITH
Notary Public - State of Utah
Comm. No. 739404
My Commission Expires on
Oct 1, 2028

_____
Notary Public

Process: Developing Your Vision

We believe in a team-oriented design process and encourage participation and collaboration from everyone throughout the project team. Our team knows great ideas come from diverse groups of people with varied perspectives. Whether the project team member is with the City, the facility, a consultant or a contractor, everyone becomes an integral part of the process.

Our first step to achieving this goal is define the broad priorities for the facility when the renovations are complete. This goes beyond the necessary updates for a 30-year old building, we explore how the Maverik Center's identity and community presence evolve.

You provided a great start to our analysis with your list of known issues and desires. For this study, we will address each of the identified deferred maintenance and building items to understand any collateral considerations that should be addressed in the master plan.

Simultaneously, we will zoom out – looking at the entire complex – to uncover all of the potential upgrades that will connect your building to your vision. We will consider the entire fan experience - from one's arrival at the site and throughout the event, curating an experience that visitors take home and want to come back for more.

Once we determine the extents of the project goals, we recommend the best path forward by grouping scopes of work into efficient packages.

These packages, or sub-projects, will be arranged into logical construction phases to ensure maximum flexibility for your ongoing operations, keeping the Maverik Center open throughout the renovations. The proposed phases will allow you to project future funding needs that will accomplish your master plan goals.

A key component to this exercise, understanding the overall cost of the proposed upgrades is necessary to chart a path forward and engage with the necessary funding sources.

Our cost partner, Okland Construction, is in a prime position to deliver accurate budgeting given their recent arena work and their intimate knowledge of the local market. Their rough order of magnitude (ROM) pricing will assign an anticipated range of costs per phase providing confidence that the master plan is thorough and appropriate.

Culminating the master plan process is the development of visual imagery that showcases your goals and aspirations to the community. Our renderings and graphics will represent the emotion and enthusiasm of the buildings potential, drawing support and energizing the vision for the future of the Maverik Center.

Work Plan

Week 1
Project Set Up

- Proposal and team onboarding

Gather and assemble existing data

Drawings, photos and site observations

Presentation Prep for Workshops

Week 2
Vision and Existing Building In-Person Meeting

- On site Workshops
- Workshop #1 – Design Team led discussion about broad goals for a fully renovated Maverik Center. End with Vision Statement and Priority Categories for phasing the Master Plan
- Workshop #2 – Building tour with all consultants focused on all Deferred Maintenance scope items (roof, exterior paint, HVAC, ice floor, etc.)

Weeks 3, 4
Design Progress

- Develop initial design concept diagrams
- Prepare Deferred Maintenance report
- Presentation Prep for Meeting and Workshops

Week 5
Design Development In-Person Meeting

- Present initial findings from Deferred Maintenance walk with estimated priority list.
- Present initial design concepts
- Operations and Maintenance Workshop
- Premium and Ticketing Workshop
- Review design concepts with potential ROI, event layouts, and overall spectator experience

Weeks 6, 7
Design Progress

- Update design concepts
- Introduce phasing concepts for Master Plan implementation
- Presentation Prep for Meeting

Week 8
Draft Presentation Virtual Meeting

- Present updated design concepts with draft phasing.
- Confirm any adjustments
- Present four draft renderings

Weeks 9, 10, 11
Cost Estimating

- Coordinate estimate clarifications
- Advance design detail and develop renderings
- Virtual meeting to review updates and incorporate final changes

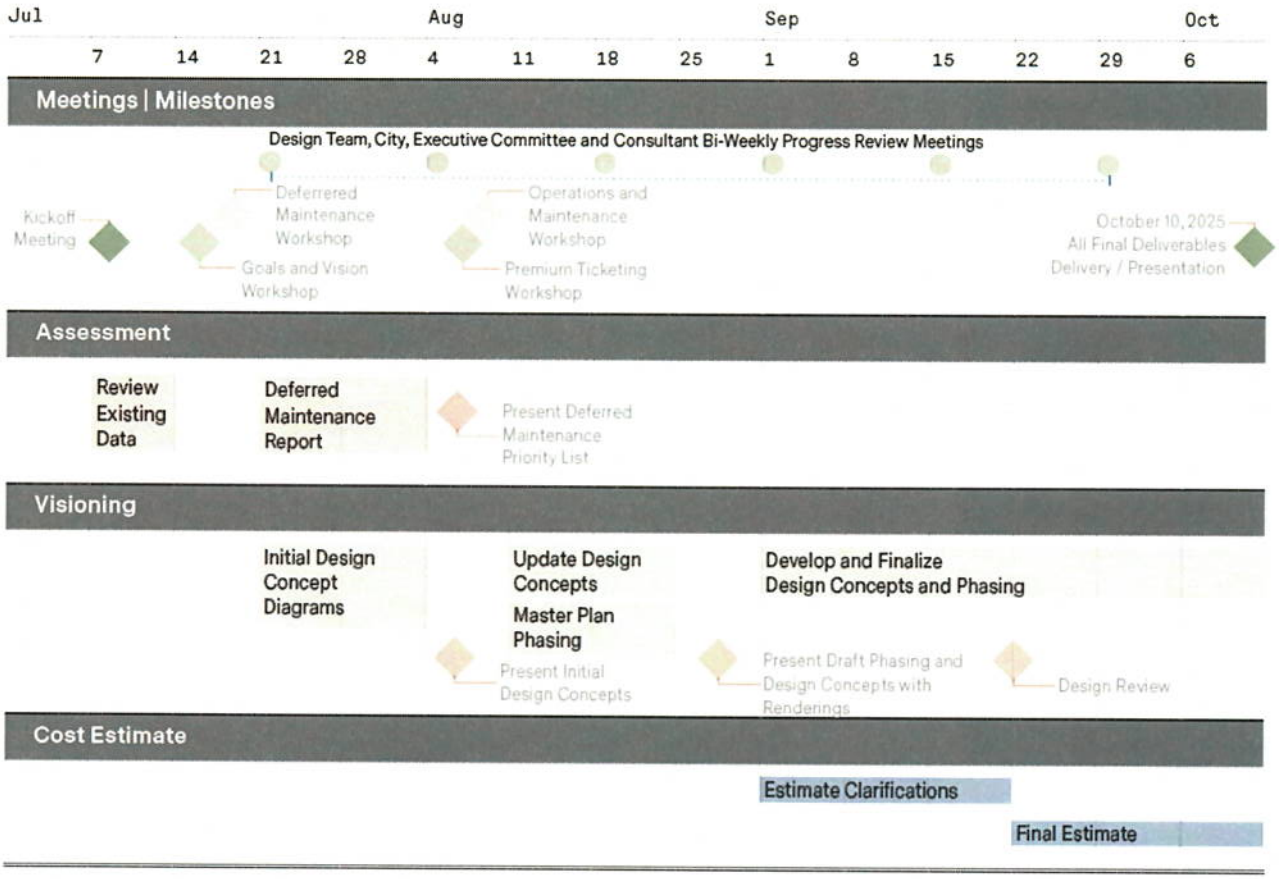
Weeks 12, 13, 14
Final Document

- Master Plan design concepts and Implementation Phasing
- Deferred Maintenance assessment

- Seating and Premium summaries
- Estimate (in phases)

Proposed Schedule

Schedule anticipates NTP on or prior to July 7, 2025



Deliverables

Relevance in the market is defined by an ever-raising standard of excellence. Facility improvements become necessary to address the ongoing evolution of cultural shifts, technology advancements and spectator expectations for comfort and entertainment.

In most circumstances, when the time comes to consider renovations, the issues existing multi-purpose event venues face are lengthy. They range from simple end-of-life replacements to wholesale reconfigurations of space.

Knowing this, our master plan process anticipates resources and funding will become available over time, and the ability to implement renovations must accommodate ongoing operations at the facility. Our approach is to provide you a flexible document that allows you to navigate how and when to make updates based on your priorities.

The backbone of our deliverable at the end of this effort is a building assessment matrix showing individual scopes of work for deferred maintenance, operational items and renovation concepts.

We have a good head start since a large portion of that scope has been identified by you in the RFP. During our process, we intend to include additional items beneficial to capturing a complete vision.

This matrix organizes each of these needs into a simple format that includes recommendations on grouping projects together into phases and general timeline for when they should be implemented.

We support the matrix summary with a variety of graphic elements that clarify the location and scale of the proposed work including:

- Plan diagrams showing program areas, adjacencies and separation of front-of-house and back-of-house circulation
- Precedent imagery of similar projects our team has completed to showcase the look and feel of the public and premium spaces
- Imagery evoking the unique vision of your goals in up to four photo-realistic renderings
- Diagrams and data tables showing compliance for ADA access, restroom fixtures, and exiting
- Concepts for integrating seating options from GA to premium, showing modified capacity totals
- Proposed layouts and seating capacities for your primary event configurations
- Consultant narratives proposing solutions for current deficiencies and identifying opportunities for upgrades that increase building performance and lower operational costs

A Rough Order of Magnitude (ROM) estimate accompanies the master plan document. The estimate provides you with an understanding of the potential cost impact, allowing you to make informed decisions on the best path forward for the Maverik Center.

Item #:	
Fiscal Impact:	$103,640.00
Funding Source:	Fund Balance
Account #:	
Budget Opening Required:	

ISSUE:

Approval of the performance of a Parks and Recreation Master Plan. Cost = $103,640.00.

SYNOPSIS:

The Parks and Recreation Department is wanting to perform a master plan to provide guidance and direction for the development and improvement of current and future Parks and Recreation facilities.

BACKGROUND:

The Parks and Recreation Department would like to perform a master plan in order to establish a long-term vision for Parks and Recreation facilities. This will guide future development and the allocation of funding. It will provide statistical data to identify community needs and identify where we may need different features or facilities throughout the city.

A RFP was advertised, and proposals were submitted from the following companies:

Berry Dunn	$142,711.00
PSOMAS	$179,970.00
Landmark Design	$103,640.00

After a review of the proposals and speaking with references, the Parks and Recreation division selected Landmark Design to perform the Master Plan.

RECOMMENDATION:

Staff recommends approving the performance of a Parks and Recreation Master Plan using Landmark Design at a cost of $103,640.00.

SUBMITTED BY:

Jamie Young – Parks and Recreation Director
Jason Erekson - Assistant Parks and Recreation Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AWARDING A CONTRACT TO LANDMARK DESIGN, INC. TO PREPARE A PARKS MASTER PLAN.

WHEREAS, West Valley City solicited proposals in accordance with state law to prepare a Parks Master Plan (the "Project"); and

WHEREAS, Landmark Design, Inc. (hereinafter, "Contractor") submitted the highest scoring proposal; and

WHEREAS, the City Council 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 award a contract to Contractor for the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. The contract is hereby awarded to Contractor in the amount of $103,640.00.

2. The Mayor is hereby authorized to execute, for and in behalf of West Valley City, the attached Professional Services Agreement, subject to approval of the final form of said Agreement by the City Manager and the City Attorney's Office.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of _____ _____, 2025.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

PROFESSIONAL SERVICES AGREEMENT
PARKS MASTER PLAN CONSULTING

THIS AGREEMENT is made this 1st day of July, 2025, by and between West Valley City (hereinafter, the "City"), a municipal corporation of the State of Utah located at 3600 South Constitution Blvd., West Valley City, Utah 84119, and Landmark Design, Inc. (hereinafter, "Contractor"), a Utah corporation, 850 South 400 West #104, Salt Lake City, Utah 84101. The City and Contractor shall each be referred to individually as a "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City requires assistance to prepare a Parks and Recreation master plan (the "Work"); and

WHEREAS, the City has determined that Contractor is a qualified firm to perform said Work; and

WHEREAS, the City desires to retain Contractor's expertise and professional services for the purposes described above;

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

AGREEMENT:

1. **Project Description.** Contractor will prepare a master plan to guide the development and preservation of Parks and Recreation facilities in the City.

2. **Contractor's Services.** Contractor shall complete the Work as set forth in the Proposal attached hereto as Exhibit A (the "Scope of Work") and as required by the Request for Proposals issued by the City. Contractor shall perform these services consistent with the skill and care ordinarily used by consultants providing similar services in the state of Utah and in a manner consistent with the City's policy priorities as expressed by City leadership. The City has selected Option A as set forth in the Scope of Work. Contractor shall perform these services and provide all deliverables by the dates set forth in Exhibit A.

3. **Contractor's Responsibilities.** Contractor will provide all professional services necessary for the performance of the Work, including but not limited to consultation with other affected entities. Contractor agrees that the compensation set forth herein represents adequate and sufficient consideration for all professional services necessary for the Work, whether or not those services are individually expressed in this Agreement. Contractor further agrees as follows:

   A. **Responsibility for Documents.** Notwithstanding any approval from the City of the documents prepared by Contractor pursuant to this Agreement, Contractor shall

be solely responsible, as measured by the standard of care as defined herein, for review of documents submitted for (i) the technical accuracy and adequacy of such documents and (ii) the compliance of such documents and the improvements described in such documents with all laws, ordinances, codes, regulations, rules, or other requirements of governmental authorities having jurisdiction over the Work.

4. **Additional Services.** The City shall only be obligated to compensate Contractor as set forth in this Agreement. The City shall not be obligated to compensate Contractor for any additional services unless those services are approved, in writing, by the City.

5. **City's Responsibilities.** The City shall compensate Contractor in an amount not to exceed $103,640.00. Compensation shall be paid within thirty days of the City's receipt of an invoice for work performed.

6. **Termination.** Either Party may terminate this Agreement for cause by giving the other Party written notice of the other Party's breach of this Agreement and by giving at least fifteen days to cure said breach, with a failure to cure resulting in termination of this Agreement. The City may also terminate this Agreement for convenience at any time by providing Contractor with written notice. If this Agreement is terminated for convenience, Contractor shall be paid for all work performed under this Agreement.

7. **Term.** Unless terminated in accordance with Section 6 above, this Agreement shall remain in effect for two years from the date of execution.

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 CITY:	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:	Landmark Design Inc.

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 City; nor shall they represent themselves to be City 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 City employees.

10. **Conflict of Interest.** Contractor warrants that no City 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 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 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 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 City shall also refer to the consultants, officers, agents, assigns, volunteers, and employees of the 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 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 City 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 $2,000,000, annual aggregate: $2,000,000.

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 $1,000,000.

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 $1,000,000.

E. **Professional Liability Insurance.** In an amount not less than $2,000,000 per claim and $2,000,000 aggregate.

F. **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.

G. **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 City as Additional Insured and Endorsements shall be issued accordingly. Such Certificates of Insurance and Endorsements shall be provided to the City at the execution of this Agreement. Contractor shall notify the City not less than thirty (30) days prior to any cancellation, modification or nonrenewal of any of the required insurance herein. If the City 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 City arising out of such failure to purchase and maintain the insurance coverages and/or liability limits required under this Section. In addition, the City 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 is not assignable by any 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 City.

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)

WEST VALLEY CITY

Mayor

City Manager

ATTEST:

Approved as to form 6/30/2025
Brandon Hill

City Recorder

LANDMARK DESIGN, INC.

By: Samuel Taylor
Its: President

State of UTAH)
:ss
County of SALT LAKE)

On this 1ST day of JULY, 20 25, personally appeared before me SAMUEL TAYLOR *[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 PRESIDENT *[title]*, of Landmark Design, Inc. 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 JAMES E. ZMUDA

JAMES EDWARD ZMUDA
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 738528
COMM. EXP. 08-06-2028

EXHIBIT A

SCOPE OF WORK



WEST VALLEY CITY

Parks & Recreation Master Plan

Bid Approval

Bids for Parks & Recreation Master Plan



- Landmark Design
  $103,640
- Berry Dunn
  $142,711
- PSOMAS
  $179,970

WEST VALLEY CITY

WEST VALLEY CITY

A Special Electronic Meeting of the West Valley City Housing Authority will be held on Tuesday, July 22, 2025, at 6:30 PM, or as soon thereafter as the Redevelopment Agency 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.

WILLIAM WHETSTONE, CHAIR
SCOTT HARMON, VICE CHAIR

A G E N D A

1. Call to Order- Chairman Whestone
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
   - A. June 10, 2025
5. Resolutions:
   - A. 25-05: Accept an Assignment and Assumption Agreement with Utah Non Profit Housing Corporation
   - B. 25-06: Authorize the Transfer of Certain Properties to Housing Connect
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 HOUSING AUTHORITY REGULAR MEETING – JUNE 10, 2025
-1-

THE HOUSING AUTHORITY OF WEST VALLEY CITY MET IN REGULAR SESSION ON TUESDAY, JUNE 10, 2025, AT 7:04 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 WILLIAM WHETSTONE.

THE FOLLOWING MEMBERS WERE PRESENT:

William Whetstone, Chair
Cindy Wood
William Whetstone
Scott Harmon
Tom Huynh
Lars Nordfelt
Karen Lang *(excused at 7:04 PM, arrived at 7:06 PM)*

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
Dan Johnson, Public Works Director
Jamie Young, Parks and Recreation Director
Jonathan Springmeyer, RDA Director
Tumi Young, Chief Code Enforcement Officer
Paula Melgar, HR Director
Sam Johnson, Strategic Communications Director
Ken Cushing, IT

APPROVAL OF MINUTES OF REGULAR MEETING HELD MAY 6, 2025
The Board considered Minutes of the Regular Meeting held May 6, 2025. There were no changes, corrections or deletions.

Mr. Christensen moved to approve the Minutes of the Regular Meeting held May 6, 2025. Ms. Wood seconded the motion.

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

DRAFT

PUBLIC HEARINGS

A. **ACCEPT PUBLIC INPUT REGARDING RE-OPENING THE FY 2024-2025 BUDGET**

Chairman Whetstone informed a public hearing had been advertised for the Regular Housing Authority Meeting scheduled June 10, 2025, in order for the Authority to hear and consider public comments regarding re-opening the FY 2024-2025 Budget.

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

> State Statute Title 10, Chapter 6, Utah Code Annotated 1953, as amended, allows the Housing Authority to amend its budget during the year. The West Valley City Housing Authority holds public hearings on budget amendments quarterly.

Chairman Whetstone opened the Public Hearing. There being no one to speak in favor or opposition, Chairman Whetstone closed the Public Hearing.

ACTION: CONSIDER RESOLUTION 25-03, AMEND THE BUDGET OF WEST VALLEY CITY HOUSING AUTHORITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025 TO REFLECT CHANGES IN THE BUDGET FROM INCREASED REVENUES AND AUTHORIZE THE DISBURSEMENT OF FUNDS

The Housing Authority previously held a public hearing regarding proposed Resolution 25-03 that would amend the budget of West Valley City Housing Authority for the fiscal year beginning July 1, 2024 and ending June 30, 2025 to reflect changes in the budget from increased revenues and authorize the disbursement of funds.

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

Mr. Christensen moved to approve Resolution 25-03.

Mr. Huynh seconded the motion.

A roll call vote was taken:

Ms. Wood	Yes
Mr. Harmon	Yes

Mr. Huynh	Yes
Ms. Lang	Absent
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Chairman Whetstone	Yes

Unanimous.

B. **ACCEPT PUBLIC INPUT REGARDING THE FY 2025-2026 BUDGET**
Chairman Whetstone informed a public hearing had been advertised for the Regular Housing Authority Meeting scheduled June 10, 2025, in order for the Board to hear and consider public comments regarding the FY 2025-2026 Budget.

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

> This resolution adopts the final budget for the Housing Authority of West Valley City for the 2025-2026 fiscal year after receiving public comment at a hearing on June 10, 2025.
>
> The Housing Authority adopted a tentative budget that was 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 adopting this final budget for FY 2025-2026.

Chairman Whetstone opened the Public Hearing. There being no one to speak in favor or opposition, Chairman Whetstone closed the Public Hearing.

ACTION: CONSIDER RESOLUTION 25-04, ADOPT THE ANNUAL BUDGET OF THE WEST VALLEY CITY HOUSING AUTHORITY FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026
The Housing Authority previously held a public hearing regarding proposed Resolution 25-04 that would adopt the annual budget of the West Valley City Housing Authority for the fiscal year commencing July 1, 2025 and ending June 30, 2026.

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

Mr. Nordfelt moved to approve Resolution 25-04.

Mr. Harmon seconded the motion.

A roll call vote was taken:

Ms. Wood	Yes
Mr. Harmon	Yes
Mr. Huynh	Yes
Ms. Lang	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Chaiman Whetstone	Yes

Unanimous.

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

THERE BEING NO FURTHER BUSINESS OF THE HOUSING AUTHORITY OF WEST VALLEY CITY, THE REGULAR MEETING OF TUESDAY, JUNE 10, 2025, WAS ADJOURNED AT 7:07 PM. BY CHAIRMAN WHETSTONE.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the Housing Authority of West Valley City held Tuesday, June 10, 2025.

_____
Nichole Camac
Secretary

DRAFT

Item #:	
Fiscal Impact:	$0
Funding Source:	
Account #:	
Budget Opening Required:	No

ISSUE:

The execution of an Assignment and Assumption Agreement with Utah Non Profit Housing Corporation to assume ownership of the Jared Alan Campbell Apartments.

SYNOPSIS:

The Housing Authority was created in 1984 to run public housing projects and administer the HUD Section 8 Housing Choice Voucher Program. The Housing Authority's voluntary transfer of the HCV program to Housing Connect has taken effect as of July 1. One of the Housing Authority's final remaining programs is its interest in West Valley Permanent Housing, LLC. That entity owns and operates the Jared Alan Campbell Apartments, which were established as a federal low income tax credit housing project. The property is required to operate in this fashion until 2100.

As the Housing Authority winds down operations, it became necessary to identify another entity who could administer the project as required by federal law. Utah Non Profit Housing Corporation has operated as the contract manager of the property for many years and is familiar with the project's operational needs. UNPHC is willing to assume ownership of and responsibility for the project, including compliance with all federal and state regulations.

RECOMMENDATION:

Staff recommends the Housing Authority approve the resolution.

WEST VALLEY CITY HOUSING AUTHORITY

RESOLUTION NO. _____

A RESOLUTION OF THE WEST VALLEY CITY HOUSING AUTHORITY ACCEPTING AN ASSIGNMENT AND ASSUMPTION AGREEMENT WITH UTAH NON PROFIT HOUSING CORPORATION.

WHEREAS, the West Valley City Housing Authority holds an interest in West Valley Permanent Housing, LLC, which owns and operates the Jared Alan Campbell Apartments; and

WHEREAS, as part of the winddown of Housing Authority operations, the Housing Authority desires to transfer said interest to an entity able and willing to operate said apartments in accordance with federal regulations; and

WHEREAS, the Housing Authority and Utah Non Profit Housing Corporation have drafted an Assignment and Assumption Agreement conveying the Housing Authority's interest to UNPHC; and

WHEREAS, the Board of Commissioners of the Housing Authority has determined that it is in the best interests of the citizens of West Valley City to execute said Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the West Valley City Housing Authority as follows:

1) The Board hereby authorizes the chair and chief executive officer to execute the Assignment and Assumption Agreement, subject to approval of the final form of the Agreement by the City Manager and City Attorney's Office.
2) The Board authorizes and directs staff to take all actions required to complete the transfer of West Valley Permanent Housing, LLC to Utah Non Profit Housing Corporation.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2025.

WEST VALLEY CITY
HOUSING AUTHORITY

_____
CHAIR

ATTEST:

_____
SECRETARY

UTAH NON PROFIT HOUSING CORPORATION
A UTAH NONPROFIT CORPORATION

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment"), dated and effective as of July 1, 2025 (the "Effective Date"), is made and entered into by and between the following parties:

West Valley City Housing Authority,
a body corporate and politic organized and existing under the laws
of the State of Utah, as "Assignor"

and

Utah Non Profit Housing Corporation,
a Utah nonprofit corporation, as "Assignee"

Recitals:

West Valley Permanent Housing, LLC, a Utah limited liability company (the "Company"), is governed by that certain Operating Agreement of the Company dated as of December 21, 2000, as amended by that certain First Amendment to the Operating Agreement dated as of April 21, 2004 (as so amended, the "Operating Agreement"). Utah Non Profit Housing Corporation, a Utah non-profit corporation, is the Managing Member and Assignee is a Member of the Company.

The Company owns and operates the multifamily affordable housing project known as Jared Alan Campbell Apartments located in West Valley City, Utah.

Assignor desires to sell and assign all of its right, title and interest in and to the Company (the "Interest") to Assignee, and Assignee desires to consummate the transfer and assignment thereof on the terms herein provided.

Accordingly, in consideration of the foregoing, of the sum stated below, and of the mutual covenants and conditions hereinafter set fo1th, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Agreement:

1. ***Capitalized Terms***. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Operating Agreement.

2. ***Sale; Purchase Price***. As of the Effective Date, Assignor hereby sells, assigns and transfers to Assignee, without recourse, all of Assignor's Interest for the sum of $1.00, as full consideration and full value for such assignment and transfer.

3. ***Assignment.*** Assignor hereby assigns and transfers its Interest to Assignee.

4. ***No Prior Assignment***. Assignor represents that it has not heretofore assigned any of its Interest prior to the assignment herein and that the Interest is free and clear of all liens, claims, pledges, rights of first refusal and other encumbrances of any nature whatsoever.

5. ***Assumption.*** Assignee accepts the foregoing assignment and transfer of Assignor's Interest and assumes all of Assignor's commitments, agreements, duties and obligations under the Operating Agreement arising from and after the Effective Date and agrees to be bound by the terms of the Operating Agreement.

6. ***Indemnification***. Assignee hereby agrees to indemnify and hold Assignor and its predecessors in interest harmless from and against any and all claims made by the Company or the Members that Assignor or its predecessors in interest have failed to comply fully with and/or perform all obligations under the Operating Agreement arising from and after the Effective Date.

7. ***No Recourse***. Assignee acknowledges that the transfer of the Interest is being made without warranty or representation as to title and is an "AS-IS" and "WHERE-IS" transaction, except as specifically set forth in this Assignment. This Assignment is given and received on the express understanding that Assignee shall have no recourse to Assignor, its predecessors in interest, successors or assigns under any circumstances whatsoever for any obligations or duties under the Operating Agreement or this Assignment, except for the breach of Assignor's representations, warranties or covenants described herein.

8. ***Representations, Warranties and Covenants.***

(a) Assignor represents, warrants and covenants as follows:

(i) Assignor is a body corporate and politic organized and existing under the laws of the State of Utah with full power and authority to execute and deliver this Assignment and any Amendment to the Operating Agreement of the Company (collectively, the "Transfer Documents"), to perform its obligations hereunder and to consummate the transaction contemplated hereby.

(ii) Assignor has full power to transfer the Interest as provided herein and such transfer does not violate any law or regulation or constitute a default under any agreement to which it is a party or by which it is bound.

(iii) The Transfer Documents have been duly executed and delivered by Assignor and are the valid and binding obligation of Assignor and enforceable against Assignor in accordance with the terms therein, except to the extent that enforceability may be subject to applicable bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

(iv) Assignor is not subject to any law or regulation, and is not a party to any agreement or instrument that would prohibit Assignor's transfer or sale of the Interest in accordance with the terms of the Transfer Documents.

(b) Assignee represents, warrants and covenants as follows:

(i) Assignee is a Utah nonprofit corporation, validly existing and in good standing under the laws of the State of Utah with full power and authority to execute and deliver the Transfer Documents, to perform its obligations hereunder, and to consummate the transaction contemplated hereby.

(ii) Assignee is free to acquire the Interest as provided herein and such acquisition does not violate any law or regulation or constitute a default under any agreement to which it is a party or by which it is bound.

(iii) The Transfer Documents have been duly executed and delivered by Assignee and are valid and binding obligations of Assignee and enforceable against Assignee in accordance with the terms therein, except to the extent that enforceability may be subject to applicable bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

(iv) Assignee is not subject to any law or regulation, and is not a party to any agreement or instrument, that would prohibit Assignee's acquisition of the Interest in accordance with the terms of the Transfer Documents.

9. ***Transfer.*** This Assignment is given and received on the express understanding that:

(a) The Operating Agreement is being amended simultaneously herewith to reflect that Assignee has acquired the Interest, effective as of the Effective Date.

(b) Only the Company and Assignee shall be responsible for filing and payment of any real property transfer taxes, recordation taxes or any similar taxes or fees (if any) imposed by any state or local governmental authority upon the transfer of the Interest (collectively, the "Transfer Taxes"). The Company and Assignee agree to hold Assignor harmless against future claims regarding payment of any Transfer Taxes and will at all times indemnify, and keep indemnified, Assignor, and hold and save it harmless from and against any and all damages, losses, costs, charges and expenses of whatsoever kind or nature, including reasonable attorneys' fees, which Assignor shall or may, at any time, sustain or incur by reason of or in connection with Transfer Taxes (including, without limitation, any inquiry into the sufficiency of a Transfer Tax payment, and any asserted or assessed deficiency or sho1tfall in the payment of Transfer Taxes).

(c) Notwithstanding any provision in the Operating Agreement to the contrary, each of Assignor and Assignee agrees to pay one-half of all costs and legal expenses, including fees and expenses of legal counsel and accountants (but excluding Transfer Taxes), incurred by Assignor, Assignee and the Company in connection with the transfer of the Interest and the Transfer Documents.

(d) Assignee hereby agrees to be bound by all documents contemplated by the Operating Agreement to the same extent and on the same terms as required by the terms of the Operating Agreement.

10. ***Counterparts***. This Assignment may be executed in several counterparts, each of which shall be deemed an original copy and all of which together shall constitute one agreement

binding on all parties, notwithstanding that all parties hereto shall not have signed the same countervail. This Assignment may be delivered by facsimile machine copy of an original signature, or by scanned copy of an original signature in pdf format, and such copy shall constitute an original for all purposes.

11. ***Governing Law and Venue.*** This Assignment shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to its conflicts of laws principles and shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns. The parties agree and consent that venue for purposes of resolving any dispute or controversy relating to this Assignment shall be Salt Lake City, Utah.

12. ***Further Action***. Each party, upon the request of any other party hereto, agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Assignment.

13. ***Notices***. All notices, waivers, demands, requests and other communications required or permitted by this Assignment (collectively, "Notice") shall be in writing and given as follows by (i) personal delivery, (ii) United States Postal Service Express Mail or other established overnight commercial courier with delivery charges prepaid or duly charged, (iii) registered or certified mail, return receipt requested, first class postage prepaid, or (iv) via email. Any Notice shall be addressed to a party at its respective address set forth below (or at such other address as shall be specified by the party by like notice given to the other party):

If to Assignor:

West Valley City Housing Authority
600 Constitutional Boulevard
West Valley City, UT 84119
Attention: Layne Morris
Tel: 801-487-2161
Email: layne.morris@wvc-ut.gov

With a copy to:

_____
_____
_____
_____
_____
_____

If to Assignee:

Utah Non Profit Housing Corporation
223 W. 700 South
Salt Lake City, Utah 84101
Attention: Marion A. Willey
Telephone: 801-364-6117
Email: mawilley@unphc.org

With a copy to:

Barry G. Scholl, Attorney at Law
Christensen and Jensen, PC
257 East 200 South, 11th Floor
Salt Lake City, Utah 84111
Tel: 801 323-5000
Email: Bany.Scholl@chrisjen.com

Notice given by personal delivery shall be presumed to have been received upon tender to the applicable natural person designated below to receive notice or, in the absence of such a designation, upon tender to the person signing this Assignment on behalf of the applicable party. Notice given by overnight courier shall be presumed to have been received the next business day after delivery to such overnight commercial courier. Notice given by mail shall be presumed to have been received on the third (3rd) business day after deposit into the United States Postal System. Notice given by email shall be presumed to have been received on the date e-mailed. All copies to the applicable persons or entities designated below to receive copies shall be given in the same manner as the original Notice, and such giving shall be a prerequisite to the effectiveness of any Notice. A notice shall be considered timely sent if such party sends the Notice prior to the expiration of the date for providing such notice set forth in this Assignment.

14. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AFTER OPPORTUNITY FOR CONSULTATION WITH INDEPENDENT COUNSEL, WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS OR OBLIGATIONS (A) UNDER THIS ASSIGNMENT, (B) ARISING FROM THE FINANCIAL RELATIONSHIP BETWEEN THE PARTIES EXISTING IN CONNECTION WITH THIS ASSIGNMENT OR ANY OTHER DOCUMENT OR (C) ARISING FROM ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENT (VERBAL OR WRITTEN) OR ACTION OF THE PARTIES IN CONNECTION WITH SUCH FINANCIAL RELATIONSHIP. NO PARTY HERETO WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN OR CANNOT BE WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HERETO HAS IN ANY WAY AGREED WITH

OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. THIS PARAGRAPH IS A MATERIAL INDUCEMENT FOR ASSIGNOR TO ENTER INTO THIS ASSIGNMENT.

[*Remainder of page intentionally left blank; signature page follows*.]

IN WITNESS WHEREOF, this Assignment has been executed to be effective as of the Effective Date.

ASSIGNOR:

WEST VALLEY HOUSING AUTHORITY, a body corporate and politic organized and existing under the laws of the State of Utah

By: _____

Name: _____

Its: _____

Approved as to form 6/24/2025
Brandon Hill

ASSIGNEE:

UTAH NON PROFIT HOUSING CORPORATION, a Utah nonprofit corporation

By: _____

Name: Marion A. Willey

Its: Executive Directive

WEST VALLEY CITY

ASSIGNMENT AND ASSUMPTION AGREEMENT

Utah Non Profit Housing Corporation – Jared Alan Campbell Apartments

SUMMARY

- The Housing Authority's Housing Choice Voucher program has been transferred to Housing Connect
- One of the Housing Authority's final responsibilities is for the Jared Alan Campbell Apartments
- The apartments were a tax credit project that must remain deeply income-restricted until 2100
- UNPHC has been the contract manager and is willing to assume ownership and operational responsibilities

WEST VALLEY CITY

Item #:	
Fiscal Impact:	$0
Funding Source:	
Account #:	
Budget Opening Required:	No

ISSUE:

The transfer of properties located at 2941 West Amherst Avenue and 4110 Spring Glen Street to Housing Connect.

SYNOPSIS:

The Housing Authority was created in 1984 to run public housing projects and administer the HUD Section 8 Housing Choice Voucher Program. The Housing Authority's voluntary transfer of the HCV program to Housing Connect has taken effect as of July 1. One of the Housing Authority's final remaining operations is the ownership of two homes located at 2941 West Amherst Avenue and 4110 Spring Glen Street. These properties are currently leased to the Road Home for transitional housing. Each property is subject to restrictions on their use and disposition pursuant to both federal regulations and, in the case of the Amherst property, a deed restriction.

As the Housing Authority winds down operations, it became necessary to identify another entity who could administer the properties. Housing Connect has agreed to accept these properties and meet all applicable requirements in their management, maintenance, and disposition.

RECOMMENDATION:

Staff recommends the Housing Authority approve the resolution.

WEST VALLEY CITY HOUSING AUTHORITY

RESOLUTION NO. _____

A RESOLUTION OF THE WEST VALLEY CITY HOUSING AUTHORITY AUTHORIZING THE TRANSFER OF CERTAIN PROPERTIES TO HOUSING CONNECT.

WHEREAS, the West Valley City Housing Authority owns properties at 4110 Spring Glen Street and 2941 West Amherst Avenue, which the Authority currently leases to the Road Home; and

WHEREAS, as part of the winddown of Housing Authority operations, the Housing Authority desires to transfer said ownership to an entity able and willing to manage said properties and leases in accordance with federal regulations; and

WHEREAS, the Board of Commissioners of the Housing Authority has determined that it is in the best interests of the citizens of West Valley City to authorize said transfer.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the West Valley City Housing Authority that the chair and chief executive officer are hereby authorized to execute any and all documents required to transfer said properties and assign said leases to Housing Connect, subject to final approval of said documents by the City Manager and City Attorney's Office.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2025.

WEST VALLEY CITY
HOUSING AUTHORITY

_____
CHAIR

ATTEST:

_____
SECRETARY

WEST VALLEY CITY

AUTHORIZE PROPERTY TRANSFER

Transfer Two Properties to Housing Connect

SUMMARY

- The Housing Authority's Housing Choice Voucher program has been transferred to Housing Connect
- One of the Housing Authority's final responsibilities is for homes located at 4110 Spring Glen Street and 2941 West Amherst Avenue
- The properties are subject to deed restrictions and limitations on disposition and are currently leased at no cost to the Road Home
- Housing Connect has agreed to accept and manage the properties as part of the transition and winddown of operations

WEST VALLEY CITY

A Special Electronic Meeting of the West Valley City Redevelopment Agency will be held on Tuesday, July 22, 2025, 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.

CINDY WOOD, CHAIR
DON CHRISTENSEN, VICE CHAIR

A G E N D A

1. Call to Order- Chair Cindy Wood

2. Opening Ceremony

3. Roll Call

4. Approval of Minutes:

   A. June 10, 2025

5. Resolutions:

   A. 25-07: Enter Into a Professional Services Agreement With Downtown Redevelopment Services, L.L.C.

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 REGULAR MEETING – JUNE 10, 2025
-1-

THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY MET IN REGULAR SESSION ON TUESDAY, JUNE 10, 2025, AT 7:00 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 CHAIRPERSON CINDY WOOD.

THE FOLLOWING MEMBERS WERE PRESENT:

Cindy Wood, Chair
Lars Nordfelt
Tom Huynh
William Whetstone
Scott Harmon
Don Christensen
Karen Lang *(excused at 7:01 PM)*

STAFF PRESENT:

Ifo Pili, City Manager
Nichole Camac, City Recorder
Eric Bunderson, City Attorney
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Steve Pastorik, CED Director
Tumi Young, Chief Code Enforcement Officer
Dan Johnson, Public Works Director
Jamie Young, Parks and Recreation Director
Jonathan Springmeyer, RDA Director
Roxeanne Vainuku, Acting Strategic Communications Director
Ken Cushing, IT (*electronically)*
Travis Crosby, IT

APPROVAL OF MINUTES OF MEETING HELD MAY 6, 2025
The Agency considered Minutes of the Regular Meeting held May 6, 2025. There were no changes, corrections or deletions.

Mr. Nordfelt moved to approve the Minutes of the Regular Meeting held May 6, 2025. Mr. Christensen seconded the motion.

DRAFT

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

PUBLIC HEARINGS

A. **ACCEPT PUBLIC INPUT REGARDING RE-OPENING THE FY 2024-2025 BUDGET**

Chairperson Wood informed a public hearing had been advertised for the Regular Redevelopment Agency Meeting scheduled June 10, 2025, in order for to hear and consider public comments regarding Re-Opening the FY 2024-2025 Budget.

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

> State Statute Title 10, Chapter 6, Utah Code Annotated 1953, as amended, allows the City of West Valley to amend its budget during the year. The West Valley City Redevelopment Agency holds, as needed on a quarterly basis, public hearings to amend the annual budget.

Chairperson Wood opened the Public Hearing. There being no one to speak in favor or opposition, Chairperson Wood closed the Public Hearing.

ACTION: RESOLUTION NO. 25-04, AMEND THE BUDGET OF THE WEST VALLEY CITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025 TO REFLECT CHANGES IN THE BUDGET FROM INCREASED REVENUES AND AUTHORIZE THE DISBURSEMENT OF FUNDS

The Board previously held a public hearing regarding proposed Resolution 25-04 that would amend the Budget of the West Valley City Redevelopment Agency for the Fiscal Year Beginning July 1, 2024 and Ending June 30, 2025 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds.

Upon inquiry by Chairperson Wood there were no further questions from members of the City Council, and she called for a motion.

Mr. Whetstone moved to approve Resolution 25-04.

Mr. Christensen seconded the motion.

A roll call vote was taken:

Mr. Whetstone	Yes
Mr. Harmon	Yes
Mr. Huynh	Yes

Ms. Lang	Absent
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Chairperson Wood	Yes

Unanimous.

B. **ACCEPT PUBLIC INPUT REGARDING THE FY 2024-2025 BUDGET**

Chairperson Wood informed a public hearing had been advertised for the Regular Redevelopment Agency Meeting scheduled June 10, 2025, in order for the Board to hear and consider public comments regarding the FY 2025-2026 Budget.

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

> This resolution adopts the final budget for the Redevelopment Agency of West Valley City for the 2025-2026 fiscal year after receiving public comment at a hearing on June 10, 2025.
>
> The Redevelopment Agency adopted a tentative budget that was 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 adopting this final budget for FY 2025-2026.

Chairperson Wood opened the Public Hearing. There being no one to speak in favor or opposition, Chairperson Wood closed the Public Hearing.

ACTION: CONSIDER RESOLUTION 25-05, ADOPT THE ANNUAL BUDGET OF THE WEST VALLEY CITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026

The Redevelopment Agency previously held a public hearing regarding proposed Resolution 25-05 that would adopt the annual budget of the West Valley City Redevelopment Agency for the fiscal year commencing July 1, 2025 and ending June 30, 2026.

Upon inquiry by Chairperson Wood there were no further questions from members of the Authority, and she called for a motion.

Mr. Christensen moved to approve Resolution 25-05.

Mr. Nordfelt seconded the motion.

A roll call vote was taken:

Mr. Whetstone	Yes
Mr. Harmon	Yes
Mr. Huynh	Yes
Ms. Lang	Absent
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Chair Wood	Yes

Unanimous.

RESOLUTION 25-06: AUTHORIZE THE AGENCY TO EXECUTE TWO WARRANTY DEEDS TO CONVEY CERTAIN PROPERTY TO WEST VALLEY CITY

Chairperson Cindy Wood presented proposed Resolution 25-06 that would authorize the Agency to Execute Two Warranty Deeds to Convey Certain Property to West Valley City.

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

> The properties included in this resolution were purchased by the RDA to be included as part of the Fairbourne project and are now part of the rights-of-way for Constitution Blvd and Market Street. The proposed resolution would transfer these parcels from the RDA to the City and remove them from the RDA's Land Held for Resale portfolio.
>
> RDA purchased several properties in the Fairbourne area. These properties have remained as RDA owned properties since their purchase. As these properties are no longer part of any redevelopment project and make up City streets and a rights-of way, the resolution transfers ownership from the RDA to the City.

Upon inquiry by Chairperson Wood there were no further questions from members of the City Council, and she called for a motion.

Mr. Harmon moved to approve Resolution 25-06.

Mr. Huynh seconded the motion.

A roll call vote was taken:

Mr. Whetstone	Yes
Mr. Harmon	Yes
Mr. Huynh	Yes
Ms. Lang	Absent
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Chair Wood	Yes

Unanimous.

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 REGULAR MEETING OF TUESDAY, JUNE 10, 2025, WAS ADJOURNED AT 7:04 PM. BY CHAIRPERSON WOOD.

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, June 10, 2025.

_____
Nichole Camac
Secretary

DRAFT

Item:
Fiscal Impact: $52,250
Funding Source: RDA
Account #: 22-6071-40310
Budget Opening Required: ☐

ISSUE:

This resolution would approve an agreement with DTRedevelopment, to provide consulting services for Land Planning and Design for the RDA property located at approximately 1200 West and 3300 South, familiarly known as the JRM Property.

SYNOPSIS:

The resolution would approve an agreement between the Redevelopment Agency and DTRedevelopment to provide Land Planning and Design services to assist staff and Council in formulating a plan for disposition and development of the JRM property. These services will include: Existing Conditions Analysis, Market Analysis, Conceptual Scenario Planning, Preferred Scenario Plan, Visualization Plan, and Implementation Plan. The study would take 5 months to complete and include workshops for both staff and Council to formulate a comprehensive and actionable plan for disposition and development of the JRM property.

BACKGROUND:

The RDA issued a Request for Proposals for Land Planning and Design Services for the RDA owned property known as the JRM property. DTRedevelopment's proposal was selected based on the criteria in the RFP. Under this proposed contract, the contractor would work with City staff and City Council to develop a plan for this property based on market conditions, staff goals, and Council desires. This work would include workshops with staff and Council to build consensus around a holistic and actionable plan to sell and develop the property.

RECOMMENDATION:
The WVC Economic Development Department recommends approval.

SUBMITTED BY:
Jonathan Springmeyer, Economic Development Director/RDA Director

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

RESOLUTION NO. _____

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY AUTHORIZING THE AGENCY TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DOWNTOWN REDEVELOPMENT SERVICES, L.L.C.

WHEREAS, the Agency desires to retain a consultant to evaluate development options for certain property owned by the Agency and the City; and

WHEREAS, Downtown Redevelopment Services, L.L.C. ("Contractor") submitted the most responsive and responsible proposal; and

WHEREAS, a Professional Services Agreement (the "Agreement") has been prepared by and between the Agency and Contractor establishing the terms of said services; and

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

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

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2025.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

_____
CHAIR

ATTEST:

_____
SECRETARY

PROFESSIONAL SERVICES AGREEMENT
REDEVELOPMENT CONSULTING SERVICES

THIS AGREEMENT is made this 14 day of July, 2025, 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 Downtown Redevelopment Services, L.L.C. (hereinafter, "Contractor"), an Ohio limited liability company, 101 North Park Way, Upstairs, Ravenna, OH 44266. The Agency and Contractor shall each be referred to individually as a "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Agency requires a study to evaluate the potential for redevelopment on certain property (the "Work"); and

WHEREAS, the Agency has determined that Contractor is a qualified firm to perform said Work; and

WHEREAS, the Agency desires to retain Contractor's expertise and professional services for the purposes described above.

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 consulting services as described herein.

2. **Contractor's Services.** Contractor shall perform the Work as detailed in the Scope of Work attached hereto, and incorporated herein as Exhibit "A." Contractor shall perform the Work in accordance with professional standards applicable to professionals in the state of Utah.

3. **Contractor's Responsibilities.** Contractor will provide all professional services necessary for the performance of the Work. Contractor agrees that the compensation set forth herein represents adequate and sufficient consideration for all professional services necessary for the Project, whether or not those services are individually expressed in this Agreement.

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.** The Agency shall pay the Contractor an amount not to exceed $52,250.00. Payment shall be due within thirty days after the Agency receives an invoice from Contractor for work performed and accepted.

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. **Term.** This Agreement shall remain in effect for one year from the date of execution by all Parties unless terminated in accordance with Section 6 above.

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: Chief Executive Officer
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: DTRedevelopment
101 North Park Way
Upstairs
Ravenna, OH 44266

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 Agency 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 the 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 and the City shall also refer to the consultants, officers, agents, assigns, volunteers, and employees of the Agency and the 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 the 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 Agency and 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 and the City 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. **Worker's Compensation.** In an amount not less than the statutory limits required by law.

C. **Employer's Liability Insurance.** In an amount not less than $1,000,000.

D. **Professional Liability Insurance.** In an amount not less than $2,000,000 per claim and $3,000,000 aggregate.

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 and the City as Additional Insured and Endorsements shall be issued accordingly. Such Certificates of Insurance and Endorsements shall be provided to the Agency and the City at the execution of this Agreement. Contractor shall notify the Agency and the City not less than thirty (30) days prior to any cancellation, modification or nonrenewal of any of the required insurance herein. If the Agency or the City 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 or the City arising out of such failure to purchase and maintain the insurance coverages and/or liability limits required under this Section. In addition, the Agency and/or the City 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 is not assignable by any 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, the Agency, and the City.

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. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **Time of the Essence.** Time is and shall be of the essence of this Agreement and of each term and provision hereof.

25. **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

Chief Executive Officer

Approved as to form 7/1/2025
Brandon Hill

ATTEST:

Secretary

CONTRACTOR

By: Benjamin Leiberger
Its: President

State of Idaho)
:ss
County of Ada)

On this 1st day of July, 2025, personally appeared before me Benjamin Leiberger *[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 _____ *[title]*, of Downtown Redevelopment Services, L.L.C. and that this *Professional Services Agreement* was signed by him/her in behalf of said entity by authority of its Articles of Organization or of a Resolution of its members, and he/she acknowledged to me that said entity executed the same.

REAGAN BOLLER
Notary Public - State of Idaho
Commission Number 20214820
My Commission Expires Oct 5, 2027

Reagan Boller
Notary Public

EXHIBIT A

SCOPE OF WORK

July 1, 2025

MEMORANDUM

TO: CITY COUNCIL

FROM: IFO PILI, CITY MANAGER

RE: UPCOMING MEETINGS AND EVENTS

City Council Study Meetings are held at 4:30 P.M. the 2nd and 4th Tuesday unless otherwise noted.

City Council Regular Meeting are held at 6:30 P.M. the 2nd and 4th Tuesday unless otherwise noted.

July 2025

July 8, 2025 *Tuesday*	Summer of Load, 3 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
July 10, 2025 *Thursday*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S
July 10, 2025 *Thursday*	Movie in the Park *Wild Robot*, Movie begins at Sundown; Centennial Park, 5405 W 3100 S
July 11, 2025 *Friday*	Cascade Collision Repair Ribbon Cutting, 12 PM; 5662 W 4700 S
July 11, 2025 *Friday*	Jorge Medina & Josi Cuen, 8 PM; Maverik Center, 3200 Decker Lake Dr
July 12, 2025 *Saturday*	Incubus, 7:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
July 13, 2025 *Sunday*	Collective Soul, 6 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd

July 14, 2025 *Monday*	Chill with the Chief, 6 PM; Scottsdale Park, 3755 W 3100 S
July 14, 2025 *Monday*	Barry Manilow, 7 PM; Maverik Center, 3200 Decker Lake Dr
July 17, 2025 *Thursday*	WVC Community Day Out at Kennecott; More Details to Come
July 17, 2025 *Thursday*	Cops and Cleats Youth Football Camp, 8:30 – 11:30 AM; Hunter High School, 4200 S 5600 W
July 17, 2025 *Thursday*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S
July 17, 2025 *Thursday*	Movie in the Park *The Never Ending Story*, Movie begins at Sundown; Centennial Park, 5405 W 3100 S
July 18, 2025 *Friday*	Keith Urban: High and Alive World Tour, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
July 19, 2025 *Saturday*	Volbeat, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
July 21, 2025 *Monday*	Babymetal, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
July 22, 2025 *Tuesday*	AJR, 6:40 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
July 24, 2025 *Monday*	Pioneer Day Holiday/City Offices Closed
July 24, 2025 *Thursday*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S
July 26, 2025 *Saturday*	Plaza Morelia Grand Opening (Ribbon Cutting at 12 PM), 11 AM to 5 PM; 4936 W 3500 S
July 26, 2025 *Saturday*	Jason Aldean, 7:30 PM; Utah First Credit Union Amphitheatre, 5150 W Upper Ridge Rd

July 28, 2025 *Monday*	Chill with the Chief, 6 PM; Terrace Ridge Park, 6260 W Terrace Ridge Dr
July 29, 2025 *Tuesday*	Brit Floyd, 7:30 PM; Maverik Center, 3200 Decker Lake Dr
July 30, 2025 *Wednesday*	The Lumineers, 7:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
July 31, 2025 *Thursday*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S
July 31, 2025 *Thursday*	Movie in the Park *Ferdinand*, Movie begins at Sundown; Centennial Park, 5405 W 3100 S
July 31, 2025 *Thursday*	Dierks Bentley, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd

August 2025

August 1, 2025 *Friday*	Parker McCollum, 7:30 PM; Maverik Center, 3200 Decker Lake Dr
August 1, 2025 *Friday*	Hozier, 7:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 2, 2025 *Saturday*	North East Granger Day of Service, 8 AM; Various Location
August 2, 2025 *Saturday*	Hozier, 7:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 5 – 8, 2025 *Tuesday – Friday*	Early Voting 3-7 PM; West Valley City Hall, 3600 S Constitution Blvd.
August 6, 2025 *Wednesday*	Bugs & Blooms with Modern Gardener, 6-8 PM; UCCC, 1355 W 3100 S
August 7, 2025 *Thursday*	Cops & Cleats Youth Basketball Camp, 8:30 – 11:30 AM; WVCFFC, 5415 W 3100 S

August 7, 2025 *Thursday*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S
August 7, 2025 *Thursday*	Movie in the Park *Ferris Bueller's Day Off*, Movie begins at Sundown; Centennial Park, 5405 W 3100 S
August 8, 2025 *Friday*	Russ "Into The W!LD Tour," 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 9, 2025 *Saturday*	Central Granger Day of Service, 8 AM; Various Locations
August 9, 2025 *Saturday*	Old Dominion, 7 PM; Maverik Center, 3200 Decker Lake Dr
August 10, 2025 *Sunday*	RÜFÜS DU SOL Inhale / Exhale World Tour 2025, 7:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 11, 2025 *Monday*	Shinedown, 7 PM; Maverik Center, 3200 Decker Lake Dr
August 12, 2025 *Tuesday*	Primary Election, 7 AM to 8 PM; West Valley City Hall, 3600 S Constitution Blvd.
August 14, 2025 *Thursday*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S
August 14, 2025 *Thursday*	Nine Inch Nails, 7:30 PM; Maverik Center, 3200 Decker Lake Dr
August 14, 2025 *Thursday*	Cyndi Lauper, 7:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 15, 2025 *Friday*	Chirs Stapleton, 7:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 16, 2025 *Saturday*	Chirs Stapleton, 7:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 18, 2025	Chill with the Chief, 6 PM; Wheatland Park, 4266 S 3680

Monday	W
August 20, 2025 *Wednesday*	Pantera, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 21, 2025 *Thursday*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S
August 21, 2025 *Thursday*	Counting Crows, 7:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 22, 2025 *Friday*	Partners in the Park (With Healthy Start West Valley), 4-7 PM; Centennial Park, 5405 W 3100 S
August 22, 2025 *Friday*	Alabama Shakes, 8 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 23, 2025 *Saturday*	West Granger Day of Service, 8 AM; Various Locations
August 23, 2025 *Saturday*	$uicideboy$, 6:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 23, 2025 *Saturday*	Upchurch & The Dixielanders: The Civil Tour, 8 PM; Maverik Center, 3200 Decker Lake Dr
August 26, 2025 *Tuesday*	GOO GOO DOLLS with DASHBOARD CONFESSIONALS – Summer Anthem Tour 2025, 7:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 27, 2025 *Wednesday*	Toto + Men at Work + Christopher Cross, 6:45 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 28, 2025 *Thursday*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S
August 28, 2025 *Thursday*	Little Big Town, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 29, 2025 *Friday*	Rescheduled Luis R. Conriquez, 7 PM; Maverik Center, 3200 Decker Lake Dr

August 29, 2025 *Friday*	Big Time Rush, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd

September 2025

September 1, 2025 *Monday*	Labor Day/City Offices Closed
September 4, 2025 *Thursday*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S
September 5, 2025 *Friday*	Billy Idol, 7:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
September 6, 2025 *Saturday*	North East Granger Day of Service, 8 AM; Various Locations
September 6, 2025 *Saturday*	Hot Wheels Monster Trucks LIVE, 12:30 & 7:30 PM, Maverik Center, 3200 Decker Lake Dr
September 6, 2025 *Saturday*	The Offspring, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
September 7, 2025 *Sunday*	Hot Wheels Monster Trucks LIVE, 2:30 PM; Maverik Center, 3200 Decker Lake Dr
September 11, 2025 *Thursday*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S
September 11, 2025 *Thursday*	Warren Zeiders, 7:30 PM; Maverik Center, 3200 Decker Lake Dr
September 13, 2025 *Saturday*	Central Granger Day of Service, 8 AM; Various Locations
September 13, 2025 *Saturday*	Jonas Brothers, 7:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
September 17, 2025 *Wednesday*	Ice Cube, 8 PM; Maverik Center, 3200 Decker Lake Dr
September 18, 2025	West Valley City Farmers Market, 5-9 PM; Centennial

Thursday	Park, 5405 W 3100 S
September 18, 2025 *Thursday*	Megan Moroney, 8 PM; Maverik Center, 3200 Decker Lake Dr
September 20, 2025 *Saturday*	West Granger Day of Service, 8 AM; Various Locations
September 20, 2025 *Saturday*	Thomas Rhett: Better In Boots Tour 2025, 7:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
September 25, 2025 *Thursday*	Employee Party, 12-3 PM; UCCC, 1355 W 3100 S
September 25, 2025 *Thursday*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S
September 27, 2025 *Saturday*	Breaking Benjamin and Three Day Grace, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
September 30, 2025 *Tuesday*	Bring Me The Horizon - USA Ascension Program Part 01, 6 PM; Maverik Center, 3200 Decker Lake Dr

October 2025

October 1, 2025 *Wednesday*	Conan Gray w/ Hemlocke Springs, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
October 2, 2025 *Thursday*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S
October 2, 2025 *Thursday*	Bert Kreischer, 7 PM; Maverik Center, 3200 Decker Lake Dr
October 5, 2025 *Sunday*	Sleep Token, 8 PM; Maverik Center, 3200 Decker Lake Dr
October 9, 2025 *Thursday*	West Valley City Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S
October 11, 2025	Central Granger Day of Service, 8 AM; Various Locations

Saturday

October 11, 2025 *Saturday*	North East Granger Day of Service, 8 AM; Various Locations
October 12, 2025 *Sunday*	Judas Priest & Alice Cooper, 6:45 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Dr
October 13, 2025 *Monday*	Indigenous People's Day/City Offices Closed
October 18, 2025 *Saturday*	West Granger Day of Service, 8 AM; Various Locations
October 28 – 31, 2025 *Tuesday – Friday*	Early Voting; West Valley City Hall, 3600 S Constitution Blvd.

November 2025

November 1, 2025 *Saturday*	Tony Hinchcliffe, 7 PM; Maverik Center, 3200 Decker Lake Dr
November 2, 2025 *Sunday*	Chelo, 7:30 PM; Maverik Center, 3200 Decker Lake Dr
November 4, 2025 *Tuesday*	General Election, 7 AM to 8 PM; West Valley City Hall, 3600 Constitution Blvd.
November 11, 2025 *Monday*	Veteran's Day/City Offices Closed
November 13, 2025 *Thursday*	Brandon Lake, 7 PM; Maverik Center, 3200 Decker Lake Dr
November 20, 2025 *Thursday*	John Legend, 8 PM; Maverik Center, 3200 Decker Lake Dr
November 27, 2025 *Thursday*	Thanksgiving/City Offices Closed

December 2025

December 24, 2025 *Wednesday*	Christmas Eve/City Offices Closed
December 25, 2025 *Thursday*	Christmas/City Offices Closed