



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**

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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.

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2025**

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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

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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.

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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.

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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

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

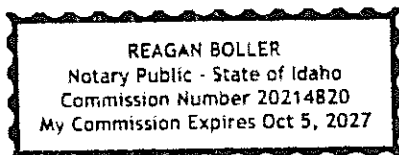
CONTRACTOR

BSJ

By: *Ben Levensky*
Its: *President*

State of Idaho)
County of Ada) :ss

On this 1st day of July, 20 25, personally
appeared before me Benjamin Levensky [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

EXHIBIT A
SCOPE OF WORK