



WEST VALLEY CITY

The Special Electronic Meeting of the West Valley City Redevelopment Agency will be held on Tuesday, November 18, 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. October 28, 2025
5. Resolutions:
 - A. 25-11: Authorize the Agency to Enter Into a Professional Services Agreement with Yesco LLC

West Valley City does not discriminate based on race, color, national origin, gender, religion, age or disability in employment or the provision of services.

If you would like to attend this public meeting and, due to a disability, need assistance in understanding or participating, please notify the City Recorder, Nichole Camac, eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required.

- B. 25-12: Authorize the Agency to Enter Into a Professional Services Agreement with Empirical Public Affairs

6. Adjourn



WEST VALLEY CITY

Redevelopment Agency Special Meeting Minutes
October 28, 2025

THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY MET IN SPECIAL SESSION ON TUESDAY, OCTOBER 28, 2025, AT 7:59 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS ALSO HELD ELECTRONICALLY VIA ZOOM.

THE MEETING WAS CALLED TO ORDER BY CHAIRPERSON CINDY WOOD.

THE FOLLOWING MEMBERS WERE PRESENT:

Cindy Wood, Chair
Lars Nordfelt
William Whetstone
Scott Harmon
Don Christensen (*electronically*)
Karen Lang

ABSENT:

Tom Huynh

STAFF PRESENT:

Ifo Pili, Chief Executive Officer
Nichole Camac, Secretary
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
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
Travis Crosby, IT

APPROVAL OF MINUTES OF SPECIAL MEETING HELD AUGUST 26, 2025

MINUTES OF REDEVELOPMENT AGENCY SPECIAL MEETING – OCTOBER 28, 2025

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The Agency considered Minutes of the Special Meeting held August 26, 2025. There were no changes, corrections or deletions.

Ms. Lang moved to approve the Minutes of the Special Meeting held August 26, 2025. Mr. Harmon seconded the motion.

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

25-10: AUTHORIZE THE CITY TO ACCEPT A WARRANTY DEED FROM THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY

Chair Cindy Wood discussed proposed RDA Resolution 25-10 that would authorize the City to Accept a Warranty Deed from the Redevelopment Agency of West Valley City.

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

The West Valley City Redevelopment Agency owns a number of properties that will shortly become the West Valley Promenade Subdivision. The proposed subdivision is located on what is already the City's Promenade west of the UTA transit hub. The new subdivision will consolidate old property lines, vacate an existing utility easement and create one overall lot.

At the present time, the existing properties are in the ownership of the Redevelopment Agency. The conveyance of this property from the RDA to the City will clean up existing boundaries and will place the new lot under the single ownership of West Valley City.

The Redevelopment Agency of West Valley City has authorized the execution of a warranty deed for these purposes.

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

Mr. Nordfelt moved to approve Resolution 25-10.

Ms. Lang seconded the motion.

A roll call vote was taken:

Mr. Whetstone	Yes
Mr. Harmon	Yes
Mr. Huynh	Absent
Ms. Lang	Yes
Mr. Christensen	Yes

MINUTES OF REDEVELOPMENT AGENCY SPECIAL MEETING – OCTOBER 28, 2025

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Mr. Nordfelt	Yes
Chair Wood	Yes

Unanimous.

MOTION TO ADJOURN

Upon motion by Ms. Lang, all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY, THE SPECIAL MEETING OF TUESDAY, OCTOBER 28, 2025, WAS ADJOURNED AT 8:01 PM. BY CHAIRPERSON WOOD.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Special Meeting of the Redevelopment Agency of West Valley City held Tuesday, October 28, 2025.

Nichole Camac
Secretary

Description: Professional Services Agreement

Fiscal Impact: \$307,402.00

Funding Source: RDA Professional Technical

Account #: 22-6071-40310-00000-0000

Budget Opening Required:

N

Issue:

A Resolution authorizing the Redevelopment Agency to execute a Professional Services Agreement with YESCO LLC for the design, construction, and installation of signage and landscaping at a City-owned parking lot near the Utah First Credit Union Amphitheatre.

Summary:

This resolution authorizes the Redevelopment Agency to enter into a Professional Services Agreement with YESCO LLC to design, construct, and install outdoor signage and landscaping on city-owned parking lot near the Utah First Credit Union Amphitheatre. YESCO was selected as the most qualified firm through the RFP process.

Background:

As part of the Community Economic Development Strategic Plan to beautify the City, the Redevelopment Agency identified the need for enhanced signage at the Utah First Credit Union Amphitheatre. The purpose of this project is to clearly signal to concertgoers that they are in West Valley City and to strengthen civic branding at this high-traffic venue.

The Redevelopment Agency issued an RFP seeking qualified firms to provide signage and landscaping services. YESCO LLC was determined to be the best qualified firm to deliver the required design, construction, and installation services. The Agreement establishes a not-to-exceed amount of \$327,402.00 for YESCO's services.

This project represents a significant enhancement to the Amphitheatre and its surrounding area, improving visibility, civic branding, and overall aesthetics.

Recommendation:

Staff recommends approval.

Department: RDA

Submitted by: Jon Springmeyer, Economic Development Director

Date: October 14, 2025



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 YESCO LLC.**

WHEREAS, the Agency desires to retain a qualified contractor to design, provide, and install signage at the Utah First Credit Union Amphitheatre; and

WHEREAS, YESCO LLC (“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
UT AH FIRST CREDIT UNION AMPHITHEATRE SIGN AGE AND LANDSCAPING

THIS AGREEMENT is made this 26th day of September, 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 YESCO LLC (hereinafter, “YESCO”), located at 1605 South Gramercy Road, Salt Lake City, Utah 84104. The Agency and YESCO shall each be referred to individually as a “Party,” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Agency sought proposals to build and install outdoor signage and landscaping at the Utah First Credit Union Amphitheatre (the “Project”); and

WHEREAS, the Agency has determined that YESCO is the best qualified firm to provide the Agency with design, construction, and installation services for the Project; and

WHEREAS, the City desires to retain YESCO’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.** YESCO shall design, build, and install signage and landscaping as set forth herein.
2. **YESCO’s Services.** YESCO shall provide all of the services necessary to design, build, and install the Project, as detailed in the Scope of Work attached hereto, and incorporated herein as Exhibit “A.” YESCO shall also meet all requirements set forth in the Request for Proposals concerning the Project. YESCO agrees to attend all meetings and hearings that pertain to the Project at the request of the City. YESCO shall complete the Project no later than

3. **YESCO’s Responsibilities.** YESCO will provide all professional services necessary for the conceptual design and development of the Project. YESCO 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. YESCO further agrees as follows:
 - A. **Responsibility for Documents.** Notwithstanding any approval from the Agency or the City of the documents prepared by YESCO pursuant to this Agreement, YESCO and YESCO’s consultants shall be solely responsible, as measured by the standard of care as defined herein, for (i) the technical accuracy and adequacy of such

documents; (ii) the constructability of the improvements described in such documents; (iii) 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 Project applicable to the Project at the time of the issuance of the Building Permit for the improvements described in such documents (including the Americans with Disabilities Act Accessibility Guidelines); and (iv) the compliance of such documents and improvements described in such documents with the design and construction standards provided by the Agency, if any. YESCO shall be responsible for the adequacy, accuracy, and coordination of all documents used on the Project prepared by YESCO, YESCO's consultants, or their subconsultants of any tier.

B. Responsibility of Consultants. YESCO shall be responsible for all of its consultants and subconsultants of any tier for the services set forth in this Agreement. YESCO shall be solely responsible for compensation due to consultants and subconsultants at any tier for the services set forth in this Agreement.

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

5. Agency's Responsibilities. The Agency shall be responsible for the following:

A. Compensation. The Agency shall compensate YESCO for services provided under this Agreement in an amount not to exceed \$327,402.00. Notwithstanding the foregoing, cost of permits, if required, are not included and will be billed separately at cost, the Agency agrees to promptly reimburse YESCO for all cost of permits.

6. Instruments of Service. Upon full payment of the purchase price set forth in the Agreement, YESCO hereby grants to Agency a perpetual copyright license in YESCO's right, title, and interest in the overall appearance of the sign(s), but not the individual elements thereof. In no event shall YESCO transfer any of its rights or property relating to applications, processes, or techniques that relate to design, manufacture, lighting, and all other processes that are otherwise known in the sign industry, are unique to YESCO, or which are included in YESCO's proprietary or confidential information, trade secrets, trademarks, copyrights, or patents.

7. Termination. The Parties may terminate this Agreement as follows:

A. This Agreement may be terminated by the Agency without cause, or for the Agency's convenience, upon five (5) days' written notice to YESCO. In the event of such termination, YESCO shall be compensated for services rendered prior to termination.

B. In the event of termination, YESCO shall deliver to the Agency all Instruments of Service in accordance with Section 6 of this Agreement.

8. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. 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: 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 YESCO: YESCO LLC
1605 South Gramercy Road
Salt Lake City, Utah 84104

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 YESCO is an independent contractor, and that the officers and employees of YESCO 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.** YESCO warrants that no Agency employee, official, or agent has been retained by YESCO to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of YESCO, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation. YESCO further warrants that YESCO shall not engage in any activity, or accept any employment, interest, or contribution that would appear to compromise YESCO's professional judgment with respect to the Project.

11. Indemnification. To the fullest extent permitted by law, YESCO agrees to indemnify, defend, and hold the Agency and 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 Agency and 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) to the extent caused by negligence in the performance of the YESCO'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 YESCO and/or YESCO's consultants, subconsultants of any tier, representatives, servants, agents, employees, and/or assigns. As used in this section, the Agency and/or City shall also refer to the consultants, officers, agents, assigns, volunteers, and employees of the Agency and/or City. The indemnification required by this Section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the sole negligence of the City. In addition, YESCO agrees to procure from each consultant retained by YESCO 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. References to indemnification, defend, guarantee, hold harmless, and other terms of similar meaning as may exist at various places in the Agreement (collectively "Indemnification" for purposes of this paragraph), are understood by the parties to mean that YESCO shall provide such Indemnification only to the extent that damages result from the negligence or otherwise wrongful acts or omissions of only YESCO, its employees, subcontractors, and agents.

12. Limitation of Liability of Agency for Document Review Services. The Agency shall review all documents prior to approval of such documents. However, the Agency's document review in no way relieves YESCO of design liability or contractual responsibility under this Agreement. Such reviews and approvals are solely for the purpose of determining the general conformance of such documents to the Project. The Agency shall have no duty or responsibility to review such documents for their accuracy or technical adequacy or compliance with applicable laws, codes, ordinances, or regulations. YESCO covenants and agrees not to bring any claim or assert any defense against the Agency for any alleged negligence or fault of the Agency in failing to discover errors or omissions in the documents prepared by YESCO or YESCO's consultants. Any defective documents prepared by YESCO or YESCO's consultants shall be promptly corrected at no cost to the Agency. The Agency's approval, acceptance, or use of, or payment for, all or any part of YESCO's services hereunder shall in no way constitute any waiver of claims or acceptance of defective services, or alter YESCO's obligations or the Agency's rights hereunder.

13. Insurance. YESCO 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 YESCO hereunder), such insurance as will protect YESCO 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. Comprehensive (Hired or Non-Owned) Automobile Liability Insurance.** Combined single limit per occurrence (including bodily injury liability and property damage liability) in an amount not less than \$2,000,000.
- C. Worker's Compensation.** In an amount not less than the statutory limits required by law.
- D. Employer's Liability Insurance.** In an amount not less than \$2,000,000.
- E. Professional Liability Insurance.** In an amount not less than \$2,000,000 per claim and \$4,000,000 aggregate.
- F. Consultants.** YESCO shall require that any and all consultants engaged or employed by YESCO, 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.** YESCO shall not commence services under this Agreement until YESCO 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. YESCO 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 Agency or the City is damaged in any way by failure of YESCO or YESCO's consultants to purchase and maintain the insurance coverages and/or limits of liability required under this Section, YESCO shall bear all costs, expenses, and damages incurred by the Agency or the City to the extent caused by 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 reserve 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 YESCO and the Agency and/or 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 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.
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. **Time of the Essence.** Time is and shall be of the essence of this Agreement and of each term and provision hereof. Neither Party will be liable to the other for any liquidated damages of any kind.
27. **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.

(Signature page follows.)

REDEVELOPMENT AGENCY OF WEST VALLEY
CITY

Chair

Chief Executive Officer

ATTEST:

Secretary

YESCO LLC

By: Danny C. Ramirez Sr.
Its: Vice President

State of Utah)

:ss

County of Salt Lake)

On this 26th day of September, 2025, personally appeared before me Danny C. Ramirez Sr. *[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 Vice President *[title]*, of YESCO LLC and that this *Professional Services Agreement* was signed by him/her in behalf of said limited liability company by authority of its Articles of Organization or of a Resolution of its Members or Board of Directors, and he/she acknowledged to me that said limited liability company executed the same.



Notary Public

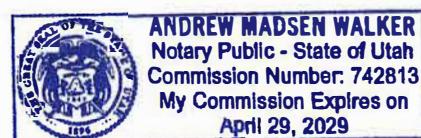


EXHIBIT A

SCOPE OF WORK

- 1) YESCO shall provide all materials and services necessary to design, build, and install landscaping and signage for the Utah First Credit Union Amphitheatre.
- 2) The signage and landscaping shall be constructed, designed, and installed in accordance with the specifications set forth in Exhibit B and in the Request for Proposals.
- 3) All work shall be guaranteed by the warranty set forth in Exhibit C.

EXHIBIT B

SIGN AND LANDSCAPE SPECIFICATIONS

EXHIBIT C

WARRANTY

YESCO warrants that goods and services provided by YESCO (other than electronic displays) will be free from material defects in workmanship and materials for a period of one (1) year from the date of delivery. This includes materials and factory labor. On-site labor is provided only where YESCO performs the on-site installation. Upon expiration of the one-year warranty, the goods will be warranted solely in accordance with the manufacturer's warranty, if any. Electronic displays, related controllers, and similar components are warranted solely in accordance with the manufacturer's warranty, if any. YESCO's warranties exclude damage caused by ordinary wear and tear, accident, abuse, misuse, misapplication of electricity, or casualty, unless the same is caused solely by YESCO. YESCO SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY TYPE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR, FITNESS FOR PURPOSE. YESCO will either repair or replace, at YESCO's election, any part of the goods or services that prove to be materially defective during the warranty period, in accordance with the terms of the above warranty.

West Valley City Utah First Credit Union Amphitheater

Sign Package

Presented By



Rocky Mountain Region

Salt Lake Office
1605 South Gramercy Road
Salt Lake City, UT 84104
801-487-8481

Package Version

OPY-68563 R3
Date: 10.06.2025

Site Address

West Valley City-Utah First
Credit Union Amphitheatre
5150 Upper Ridge Road
General Delivery
West Valley City UT 84118-9999

TYPOGRAPHY NOTE

All vertical typography dimensions specified in this package are based upon the measurement from the baseline to the cap-line of an uppercase letter 'i'. The height of descenders and ascenders, below and above the baseline and cap-line respectively, are not included in the measurements unless specifically noted.



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COLOR MATCHING NOTE

Colors specified in this package are to match vendor supplied physical samples. Colors chosen based upon how they appear on a computer monitor or printed media are not guaranteed to match.

PRODUCTION NOTE

The PDF format of this package may contain graphics which have been down-sampled for proofing purposes and should not be used for production purposes. Source files for this package are available upon request for production purposes.

DESIGN

1605 South Gramercy Rd.
Salt Lake City, UT 84104
801.487.8481

www.yesco.com

© 2025 YESCO LLC. All right reserved

This drawing was created to assist you in visualizing our proposal. The original ideas herein are the property of YESCO LLC.

Permission to copy or revise this drawing can only be obtained through a written agreement with YESCO.

The colors shown are only approximated on any computer monitor, inkjet or laser print. The final product may vary slightly in color from your computer monitor or print.

This sign is installed in accordance with the requirements of Article 600 of the National Electrical Code and / or other applicable local codes. This includes proper grounding and bonding of the sign.


Revisions

No.	Date / Description
Org.	12.10.2024
R1	01.28.2025
R2	02.18.2025 updated site plan CTL
R3	03.31.2025 no chg this pg CTL
R4	10.06.2025 add to remove flag pole CL
R5	---
R6	---
R7	---
R8	---
R9	---

JO #

Approval

A/E Sign / Date

Client Sign / Date

**WVC Utah First CU
Ampitheater**

5150 Upper Ridge Road
General Delivery
West Valley City UT 84118-9999

Acct. Exec: Ben Olson
Designer: Cheryl Lewis

OPY-68563

R4

LOC 0.1



DESIGN

1605 South Gramercy Rd.
Salt Lake City, UT 84104
801.487.8481

www.yesco.com

© 2025 YESCO LLC. All right reserved

This drawing was created to assist you in visualizing our proposal. The original ideas herein are the property of YESCO LLC.

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This sign is installed in accordance with the requirements of Article 600 of the National Electrical Code and / or other applicable local codes. This includes proper grounding and bonding of the sign.


Revisions

No.	Date / Description
Org.	12.10.2024
R1	01.28.2025 option chosen-CL
R2	02.08.2025 chg design-CL
R3	03.31.2025 chg copy-CL
R4	10.06.2025 add to remove flag pole CL
R5	---
R6	---
R7	---
R8	---
R9	---

JO #

Approval

A/E Sign / Date

Client Sign / Date

**WVC Utah First CU
Ampitheater**

5150 Upper Ridge Road
General Delivery
West Valley City UT 84118-9999

Acct. Exec: Ben Olson
Designer: Cheryl Lewis

OPY-68563

R4

ART 3.0



Item:

Fiscal Impact: \$78,000

Funding Source: RDA

Account #: 22-6071-40310

Budget Opening Required:

ISSUE:

This resolution would approve an agreement with Empirical Public Affairs (EPA), to provide lobbying services related to the remodel and renovation of the Maverik Center for purposes of hosting the 2034 Olympic Winter Games.

SYNOPSIS:

The resolution would approve an agreement between the Redevelopment Agency and Empirical Public Affairs (EPA) for lobbying the Utah Legislature on issues particularly focused on strategies to improve the Maverik Center and optimize the facility's position for the Olympic Winter Games in 2034.

BACKGROUND:

The Maverik Center needs upgrades and renovations to fulfill our obligation to be a host venue for the 2034 Olympic Winter Games. West Valley City is currently performing a cost and needs assessment of the Maverik Center, so while we don't know at this time exactly what the cost of these needs will be, we know it will be expensive, and we want to make every effort to ensure those costs will not be born solely by West Valley City. To that end, the RDA and City Administration agree that securing the services of a state lobbyist for the sole purpose of securing funds to assist in this remodel is in the best interest of the City. RDA staff, City Administration, and Government Relations have met with EPA and believe their experience, connections, and knowledge of the entertainment industry makes them the best candidate to meet these lobbying needs.

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 EMPIRICAL PUBLIC AFFAIRS.**

WHEREAS, the Agency desires to retain a consultant to provide certain governmental relations services for the Agency; and

WHEREAS, Empirical Public Affairs, LLC (“EPA”) is a qualified firm able to provide said assistance; and

WHEREAS, a Professional Services Agreement (the “Agreement”) has been prepared by and between the Agency and EPA 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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter referred to as "the Agreement") is made this _____ day of _____, 2025, by and between the Redevelopment Agency of West Valley City, a political subdivision of the State of Utah located at 3600 South Constitution Boulevard, West Valley City, Utah 84119 (hereinafter referred to as the "Agency"), and Empirical Public Affairs (hereinafter referred to as "EPA").

RECITALS

WHEREAS, the Agency has legislative issues and projects that may be furthered with the assistance of EPA; and

WHEREAS, this assistance includes lobbying the Utah Legislature on issues important to the Agency as mutually agreed to between the parties, as provided herein; and

WHEREAS, EPA has certain unique knowledge of legislative processes to assist the Agency with these issues and projects.

NOW, THEREFORE, based on the foregoing, the parties agree as follows:

AGREEMENT

1. EPA agrees to provide services for the Agency beginning _____ for a one year period, and specifically during the interim and general legislative sessions on issues important to the Agency. EPA's efforts shall be particularly focused on strategies to improve the Maverik Center and optimize the facility's position for the Olympic Games. The City Manager or designee shall work with EPA in identifying, and agreeing on, which issues are to be included.
2. EPA agrees to assist the Agency regarding legislative relationship building, and other state and local governmental issues.
3. EPA agrees that it will not lobby the Agency or the City or its officials on behalf of any other client without providing written disclosure of the representation. EPA further agrees to immediately disclose any actual or perceived conflict of interest as it arises.
4. In exchange for the services to be provided by EPA, the Agency agrees to pay EPA \$6,500 per month.
5. Applicable Laws.
 - A. EPA shall obey all laws, ordinances, regulations and rules of the federal, state, county, and municipal governments that may be applicable to EPA's operations. Specifically, EPA shall comply with, but not be limited to complying with, the Equal Employment Opportunity laws, the Fair Labor

Standards Act, Occupational Safety and Health Administration rules and regulations, and the Americans with Disabilities Act.

B. If EPA's actions constitute or cause a violation of federal, state, or local law, said actions shall constitute a breach of this Agreement, and EPA shall hold the Agency and the City harmless from any and all liability arising out of or in connection with said violations, including any attorney's fees and costs incurred by the Agency and the City as a result of such violations.

C. This Agreement shall be construed under and in accordance with the laws of the State of Utah.

6. Notices. Any notice required by this Agreement may be served by mailing or delivering such notice to the following addresses:

I. Redevelopment Agency of West Valley City
Attn: City Manager
3600 Constitution Boulevard
West Valley City, Utah 84119

I. Empirical Public Affairs, LLC
Attn: Michael Deaver
PO BOX 171143
Salt Lake City, UT 84117
(801) 245-9329
deaver@empiricalpa.com

Either party may change their address upon written notice to the other party.

7. Agency Representative. The Agency hereby appoints the City Manager, or his designee, as the Agency representative to assist in the administrative management of this Agreement, to ensure that the work to be performed is timely and adequately performed, and to provide for any Agency approvals as may be required by this Agreement. The Agency's representative shall assist in monitoring and evaluating this Agreement to completion. EPA understands and agrees that the Agency's representative shall have no control over the means, methods, techniques, or procedures employed, it being clearly understood that the Agency is interested only in the results obtained under this Agreement, with the manner and means of obtaining those results being under the sole control of EPA.

8. Attorney's Fees. In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether work is performed by in-house or outside counsel, and whether fees are incurred through initiation of legal proceedings or otherwise.

9. Taxes and Assessments. EPA shall pay all lawful taxes, assessments, or charges which at any time may be levied by the State, County, City, district, or any other tax or assessment-levying body upon its interest in this Agreement.
10. Entire Agreement. This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party which are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified, or altered, except in writing signed by both parties.
11. Assignment. This Agreement may not be transferred or assigned by EPA without the written permission of the Agency, which may be withheld at the Agency's sole discretion.
12. Agreement Binding. EPA covenants that the provisions of this Agreement shall be binding upon its heirs, successors, representatives, and agents.
13. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waiver of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.
14. Termination: Either EPA or the Agency may terminate this Agreement at any time by giving the other at least ninety (90) days' notice in writing of such termination. In that event, the monthly payments set forth in Section 4 above shall be paid only through the date of termination of this Agreement, and EPA shall have no claim for payments beyond the termination date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives as the day, month, and year first written above.

(Signatures follow on the next page.)

REDEVELOPMENT AGENCY OF WEST
VALLEY CITY

Chair

Chief Executive Officer

Attest:

Secretary

APPROVED AS TO FORM

WVC Attorney's Office

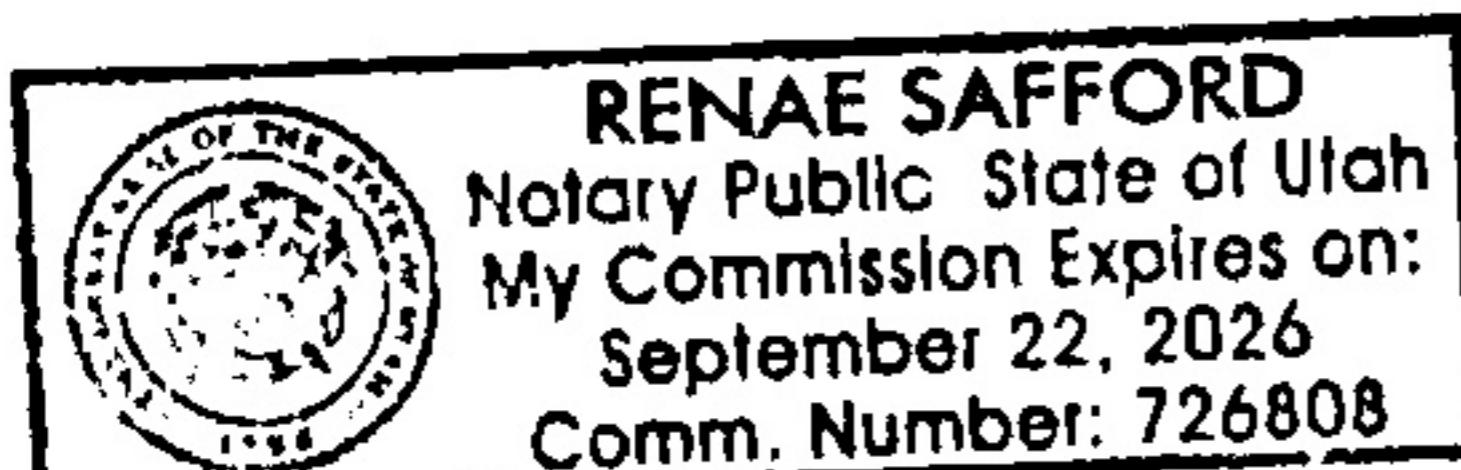
By: Brandon Hill

EMPIRICAL PUBLIC AFFAIRS, LLC

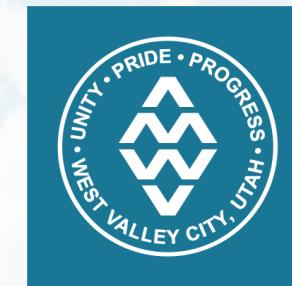
Mikeevers
By: _____
Its: Former President

State of Utah)
County of Salt Lake :ss

On this 10th day of November, 2025, personally
appeared before me Michael James Deaver [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 Empirical Public Affairs LLC and that this *Professional Services Agreement* was signed by
him/her on behalf of said entity by authority of its members or Articles of Organization, and
he/she acknowledged to me that said entity executed the same.



Renae Safford
Notary Public

The logo consists of a large white 'W' on an orange square background.The logo consists of a large white 'V' on a green square background.The logo consists of a large white 'C' on a yellow square background.

WEST VALLEY CITY

Maverik Center Lobbying

Securing State Funds for Olympic Remodel

Maverik Center Lobbying

- Renovations are necessary at Maverik Center
- Currently performing cost and needs assessment at Maverik Center
- Maximizing State funds for remodel is paramount
- Securing lobbying services specifically for this purpose is necessary to meet the goals and provide the best possible facility for the 2034 Winter Olympic Games.