



The Study Electronic Meeting of the West Valley City Council will be held on Tuesday, April 2, 2019, at 4:30 PM, in the Multi-Purpose Room, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

A G E N D A

1. Call to Order
2. Roll Call
3. Approval of Minutes:
 - A. March 26, 2019
4. Review Agendas for Regular Meetings of City Council, Redevelopment Agency, and Municipal Building Authority
 - A. Regular City Council
 - B. Redevelopment Agency
 - C. Municipal Building Authority
5. Awards, Ceremonies and Proclamations Scheduled for April 9, 2019
 - A. Presentation of Awards to the Parks and Recreation Department from the Utah Recreation and Park Association (URPA)

• 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.

6. Resolutions:

- A. 19-40: Reaffirm the City's Commitment to the Completion of the 4100 South Reconstruction Project

7. Communications:

- A. Budget Discussion (15 min)

- B. Council Calendar

8. New Business:

- A. Potential Future Agenda Items

- A. Council Suggestions

- B. Council Reports

- C. Review Agenda of Special Redevelopment Agency Meeting Scheduled April 9, 2019

- A. Special Redevelopment Agency Agenda

9. Upon Adjournment, the West Valley City Council Will Meet at the Front of City Hall to Place Pinwheels in Recognition of Child Abuse Prevention Month

10. Motion for Closed Session (if necessary)

11. Adjourn

MINUTES OF COUNCIL STUDY MEETING – MARCH 26, 2019

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THE WEST VALLEY CITY COUNCIL MET IN STUDY SESSION ON TUESDAY, MARCH 26, 2019, 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 BIGELOW.

THE FOLLOWING MEMBERS WERE PRESENT:

Ron Bigelow, Mayor
Lars Nordfelt, Councilmember At-Large
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Karen Lang, Councilmember District 3

ABSENT:

Jake Fitisemanu, Councilmember District 4

STAFF PRESENT:

Wayne T Pyle, City Manager
Nichole Camac, City Recorder

Nicole Cottle, Assistant City Manager/General Counsel/ CED Director
Eric Bunderson, City Attorney
John Evans, Fire Chief
Jim Welch, Finance Director
Layne Morris, CPD Director
Russ Willardson, Public Works Director
Nancy Day, Parks and Recreation Director
Sam Johnson, Strategic Communications Director
Jake Arslanian, Public Works Department
Jeanette Carpenter, Finance
Andrew Wallentine, Administration

APPROVAL OF MINUTES OF STUDY MEETING HELD MARCH 19, 2019

The Council considered the Minutes of the Study Meeting held March 19, 2019. There were no changes, corrections or deletions.

Councilmember Christensen moved to approve the Minutes of the Study Meeting held March 19, 2019. Councilmember Buhler seconded the motion.

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

REVIEW AGENDA FOR REGULAR CITY COUNCIL MEETING OF MARCH 26, 2019

Upon inquiry by Mayor Bigelow, 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.

AWARDS, CEREMONIES AND PROCLAMATIONS SCHEDULED FOR APRIL 2, 2019

A. PROCLAMATION RECOGNIZING APRIL 2019 AS CHILD ABUSE PREVENTION MONTH

Mayor Bigelow offered to read the Proclamation recognizing April 2019 as Child Abuse Prevention Month at the April 2, 2019 Regular Meeting scheduled at 6:30 PM.

Mayor Bigelow suggested including specific language that indicates the Council being united against Child Abuse. Councilmember Buhler stated that he would be fine with that or the Mayor saying something beforehand. Mayor Bigelow stated that he would ask that staff include something and distribute changes prior to the next meeting.

B. EMPLOYEE OF THE MONTH AWARD, APRIL 2019- TUMI YOUNG, COMMUNITY PRESERVATION DEPARTMENT

Councilmember Huynh offered to read the nomination of Tumi Young, Community Preservation Department, to receive Employee of the Month Award for April 2019. Mr. Young was nominated by Cindy Hobbs. The award reads as follows:

Tumi has exemplified total customer service. Dealing with angry citizens that have received notice that their property is not in accordance with the West Valley City Code can be a tough job, but he always takes the time to clearly explain the issues and never loses his cool. He keeps his tone extremely professional in even the most difficult of situations. Tumi also deals with a few difficult residents that feel they need to bring other people's properties into compliance and complain to Tumi weekly and sometimes daily. He is patient, understanding, and tries to help in every way he can.

Tumi's hard work and effort has enhanced the community which is indicated by his areas in the City improving each year on the Code Enforcement

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Survey (conducted annually every Fall). Tumi has helped mentor new Code Enforcement Officers and makes each of them feel like part of the division. Tumi also goes above and beyond his regular duties and arrives to work extra early to remove snow from the sidewalks and walking areas to the Community Preservation building. He helps make his fellow employee's and citizens of West Valley safer by doing this every snow storm and has done it since the building opened September 14, 2009.

Tumi is very deserving of the "Employee of the Month Award" for all he does... Thank you Tumi!!!

C. DIVISION OF THE QUARTER AWARD- VICTIM SERVICES, LEGAL DEPARTMENT

Councilmember Christensen offered to read the nomination of Victim Services to receive Division of the Quarter Award. The award reads as follows:

There have been staffing changes and a lot of people with time off lately in the Victim Services Division. Not once has anyone complained. In fact, each advocate has stepped up and taken on more responsibility with case-loads and office work. Each advocate has stayed late and come in early to help our clients and officers. Whatever task is asked of them by the detectives, attorneys and police officers, they are ready and willing to get things done as quickly as possible. Our advocates go out of their way to get ahold of each client to make sure everyone gets the resources and services they desperately need. The advocates constantly do little things for clients that no one outside of the office will ever really see or know about but these things make huge impacts for individuals. Our advocates will sneak treats to children in crisis, give a client their own winter gloves, slip a few dollars into the pocket of a client desperate for a hot meal. They truly care about each and every individual that comes into our office for services. Each and every client is treated with the utmost respect and compassion. Our advocates will exhaust every avenue when trying to find the right services and resources for each client. They try to have each client leave with a game plan that is feasible and realistic for that person to accomplish. They can have the angriest person come in and through genuine care, that person will leave feeling like they have truly been listened to and that someone does care about them.

PUBLIC HEARINGS SCHEDULED FOR APRIL 2, 2019

A. ACCEPT PUBLIC INPUT REGARDING RE-OPENING THE FY 2018-2019 BUDGET

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Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled April 2, 2019, in order for the City Council to hear and consider public comments regarding re-opening the FY 2018-2019 budget.

Proposed Ordinance 19-09 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ACTION: ORDINANCE NO. 19-09, AMEND THE BUDGET OF WEST VALLEY CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019 TO REFLECT CHANGES IN THE BUDGET FROM INCREASED REVENUES AND AUTHORIZE THE DISBURSEMENT OF FUNDS

Jim Welch, Finance, discussed proposed Ordinance 19-09 that would amend the budget of West Valley City for the fiscal year beginning July 1, 2018 and ending June 30, 2019 to reflect changes in the budget from increased revenues and authorize the disbursement of funds.

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

State law authorizes West Valley City to amend its budget during the year. The City holds public hearings on budget amendments on a quarterly basis each fiscal year.

A Public Notice was posted March 21, 2019 in the Salt Lake Tribune and the Deseret Morning News. Notice was given that a public hearing is to be held April 2, 2019 at 6:30 p.m., West Valley City Hall, 3600 Constitution Blvd., West Valley City, Utah.

Mayor Bigelow discussed various items and whether these projects have been reviewed and approved by the City Council. Councilmember Lang indicated that the footnotes are very helpful.

The City Council will consider Ordinance 19-09 at the Regular Council Meeting scheduled April 2, 2019 at 6:30 P.M.

RESOLUTION 19-37: AUTHORIZE THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN WEST VALLEY CITY AND SALT LAKE COUNTY FOR THE RECEIPT OF CERTAIN TRCC FUNDS FOR THE UTAH CULTURAL CELEBRATION CENTER

Andrew Wallentine, Administration, presented proposed Resolution 19-37 that would

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authorize the execution of an Interlocal Cooperation Agreement between West Valley City and Salt Lake County for the receipt of certain TRCC Funds for the Utah Cultural Celebration Center.

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

The County receives funds pursuant to the Tourism, Recreation, Cultural, Convention and Airport Facilities Tax (TRCC) which may be used for the development, operation, and maintenance of publicly owned or operated cultural facilities. The City applied for operating funds for the UCCC. Under the terms of this agreement, the County will contribute \$200,000 in TRCC funds to assist with the operating costs of the UCCC in 2019 with an additional \$300,000 for expansion of current and new programming costs. The City does not need to match funds but must spend the money prior to Oct. 31, 2019.

The City and the County have a mutual interest in working together to fund and operate the activities, events, and other programs at the UCCC. By working together, the parties believe TRCC assistance will contribute to the prosperity, moral well-being, peace and comfort of the residents of Salt Lake County. The funds received pursuant to the TRCC Act must be used for the development, operation, and maintenance of public owned or operated cultural facilities.

The City Council will consider Resolution 19-37 at the Regular Council Meeting scheduled April 2, 2019 at 6:30 P.M.

RESOLUTION 19-38: APPROVE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND CMT ENGINEERING LABORATORIES FOR PROFESSIONAL TESTING AND INSPECTION SERVICES

Jake Arslanian, Public Works, presented proposed Resolution 19-38 that would approve a Professional Services Agreement between the City and CMT Engineering Laboratories for professional testing and inspection services.

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

The contract in the sum total of \$76,633.00 will include testing and special inspection services for the Public Works and Parks Operation Facilities Construction.

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The city has contracted with CMT Engineering on multiple of their projects and have been very pleased with their timing, work ethic, and expertise. We are familiar with their process and they are familiar with ours. This contract will include all of the special inspections that will be needed during the construction of the Public Works and Parks Operation Facilities, including:

- Soils – Field and Lab Testing
- Concrete
- Epoxy Dowels, Anchors
- Masonry
- Asphalt Concrete Paving
- Structural Steel
- Project Management

Pricing and terms for the contract were calculated using International Building Code, available project specifications and drawings, and previous experience and projects with West Valley City similar to this project.

Councilmember Buhler stated that he doesn't remember seeing a contract for CMT coming through the City Council for any other projects. Jake replied that some of the other contracts were minimal and were easy to attach onto a contract that was in place for the Police Station that was approved several years ago.

The City Council will consider Resolution 19-38 at the Regular Council Meeting scheduled April 2, 2019 at 6:30 P.M.

CONSENT AGENDA SCHEDULED FOR APRIL 2, 2019

A. RESOLUTION 19-39: AUTHORIZE THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM SALT LAKE COMMUNITY COLLEGE FOR PROPERTY LOCATED AT 2578 SOUTH BEAGLEY CIRCLE (7090 WEST)

Mayor Bigelow discussed proposed Resolution 19-39 that would authorize the City to enter into an Easement Purchase Agreement and accept a Temporary Construction Easement with and from Salt Lake Community College for Property Located at 2578 South Beagley Circle (7090 West)

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

A Temporary Construction Easement over a portion of the Salt Lake Community College parcel located at 2578 S. Beagley Circle (7090 West) is being acquired as part of the 2540 South Extension, scheduled to be

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constructed in 2019. This project will extend Beagley Lane eastward from 7200 West, through ARA Industrial Center to 2540 South at 6755 West. 2540 South will also be extended from 6400 West to approximately 6100 West. Beagley Lane will be shifted south and realigned to create separation from existing homes on Beagley Lane.

Due to the realignment of Beagley Lane, a 980 square foot portion of the existing Beagley Lane will be vacated in favor of Lot 1, Beagley Estates Subdivision owned by Salt Lake Community College. An amended subdivision plat will be recorded to amend Lots 1, 6–9, 18 and Beagley Lane in the Beagley Estates Subdivision. Compensation in the amount of \$6,700.00 is based upon the Compensation Estimate prepared by the Integra Realty Resources and includes funds to landscape the vacated portion of Beagley Lane added to Lot 1.

Upon inquiry, there were no further questions or concerns expressed by members of the City Council.

The City Council will consider Resolution 19-39 at the Regular Council Meeting scheduled April 2, 2019, at 6:30 P.M.

COMMUNICATIONS

A. WESTFEST UPDATE

Steve Vincent stated he has served on the WestFest committee for several years. He provided a brief history of the festival and detailed how funding has been provided over time. Steve stated that there is minimal involvement in the Committee at this time and it has become very difficult to operate. He indicated that the Parks Department has helped in recent years but that was never the intent. Steve discussed budget cuts that have occurred to keep WestFest moving forward. He asked each Councilmember to find a volunteer from their district or to encourage residents to participate in the Westfest Committee. The Council and staff discussed the shift from City involvement to a resident committee. Councilmember Buhler asked if there was a decrease in attendance last year due to a reduction in the budget. Steve replied no and added that this year the Committee hopes to ramp up social media outreach to increase attendance further. Steve discussed some of the struggles WestFest faces including volunteerism and sponsorship. He indicated that he feels this year will be a great success despite its struggles and explained some events that will be occurring including a parade, pie eating contest, hot dog eating contest, community club/group tents, etc.

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B. COUNCIL CALENDAR

Mayor Bigelow 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

Council Suggestions

Nichole Camac, City Recorder, stated that there has been a request for a Kids to Park Day Proclamation from an external group and the Parks Department. She indicated that the Parks Department will be hosting an event on the day (May 18th). The Council agreed to approve the Proclamation.

B. COUNCIL REPORTS

COUNCILMEMBER NORDFELT- PAC 12 GYMNASTIC EVENT

Councilmember Nordfelt stated that congratulations are in order for the successful Pac-12 Tournament that occurred at the Maverik Center on Saturday. Mayor Bigelow discussed the equipment that was purchased to assist the event and how it contributed to the success. Councilmember Buhler commented on the event taking place on the ice but added that there seemed to be no concern.

C. REVIEW AGENDAS FOR REGULAR REDEVELOPMENT AGENCY AND MUNICIPAL BUILDING AUTHORITY MEETINGS SCHEDULED APRIL 2, 2019

RDA AGENDA

ACCEPT PUBLIC INPUT REGARDING RE-OPENING THE FY 2018-2019 BUDGET

Mayor Bigelow informed a public hearing had been advertised for the Regular Redevelopment Agency Meeting scheduled April 2, 2019, in order for the Agency to hear and consider public comments regarding re-opening the FY 2018-2019 budget.

Proposed Resolution 19-01 related to the proposal to be considered by the Agency subsequent to the public hearing, was discussed as follows:

ACTION: RESOLUTION NO. 19-01, AMEND THE BUDGET OF WEST VALLEY CITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019 TO REFLECT

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CHANGES IN THE BUDGET FROM INCREASED REVENUES AND AUTHORIZE THE DISBURSEMENT OF FUNDS

Jim Welch, Finance, discussed proposed Resolution 19-01 that would amend the budget of West Valley City Redevelopment Agency for the fiscal year beginning July 1, 2018 and ending June 30, 2019 to reflect changes in the budget from increased revenues and authorize the disbursement of funds.

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

State law authorizes the Redevelopment Agency of West Valley City to amend its budget during the year. The Agency holds public hearings to amend the annual budget on an as-needed basis each quarter.

A Public Notice was posted March 21, 2019 in the Salt Lake Tribune and the Deseret Morning News. Notice was given that a public hearing is to be held April 2, 2019 at 6:30 p.m., West Valley City Hall, 3600 Constitution Blvd., West Valley City, Utah.

The Redevelopment Agency will consider Resolution 19-01 at the Regular Redevelopment Agency Meeting scheduled April 2, 2019 at 6:30 P.M.

BA AGENDA

ACCEPT PUBLIC INPUT REGARDING RE-OPENING THE FY 2018-2019 BUDGET

Mayor Bigelow informed a public hearing had been advertised for the Municipal Building Authority Meeting scheduled April 2, 2019, in order for the Authority to hear and consider public comments regarding re-opening the FY 2018-2019 budget.

Proposed Resolution 19-01 related to the proposal to be considered by the Authority subsequent to the public hearing, was discussed as follows:

ACTION: RESOLUTION NO. 19-01, AMEND THE BUDGET OF THE MUNICIPAL BUILDING AUTHORITY OF WEST VALLEY CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019 TO REFLECT CHANGES IN THE BUDGET FROM INCREASED REVENUES AND AUTHORIZE THE DISBURSEMENT OF FUNDS

Jim Welch, Finance, discussed proposed Resolution 19-01 that would amend the budget of the Municipal Building Authority of West Valley City for the fiscal year beginning July 1, 2018 and ending June 30, 2019 to reflect changes in the budget from increased revenues and authorize the disbursement of funds.

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

State law authorizes the Municipal Building Authority of West Valley City to amend its budget during the year. The Authority holds public hearings to amend the annual budget on an as-needed basis each quarter.

A Public Notice was posted March 21, 2019 in the Salt Lake Tribune and the Deseret Morning News. Notice was given that a public hearing is to be held April 2, 2019 at 6:30 p.m., West Valley City Hall, 3600 Constitution Blvd., West Valley City, Utah.

The Municipal Building Authority will consider Resolution 19-01 at the Regular Municipal Building Authority Meeting scheduled April 2, 2019 at 6:30 P.M.

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 MARCH 26, 2019 WAS ADJOURNED AT 5:22 PM BY MAYOR BIGELOW.

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, March 26, 2019.

Nichole Camac, CMC
City Recorder



The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, April 2, 2019, 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.

A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Jake Fitisemanu
4. Special Recognitions
5. Approval of Minutes:
 - A. March 26, 2019
6. Awards, Ceremonies and Proclamations:
 - A. Proclamation Recognizing April 2019 as Child Abuse Prevention Month
 - B. Employee of the Month Award, April 2019- Tumi Young, Community Preservation Department
 - C. Division of the Quarter- Victim Services Division, Legal Department

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- 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.

7. Comment Period:

(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five 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 during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period.)

A. Public Comments

B. City Manager Comments

C. City Council Comments

8. Public Hearings:

A. Accept Public Input Regarding Re-Opening the FY 2018-2019 Budget

Action: Consider Ordinance 19-09, Amend the Budget of West Valley City for the Fiscal Year Beginning July 1, 2018 and Ending June 30, 2019 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds

9. Resolutions:

A. 19-37: Authorize the Execution of an Interlocal Cooperation Agreement Between West Valley City and Salt Lake County for the Receipt of Certain TRCC Funds for the Utah Cultural Celebration Center

B. 19-38: Approve a Professional Services Agreement Between the City and CMT Engineering Laboratories for Professional Testing and Inspection Services

10. Consent Agenda:

- A. Reso. 19-39: Authorize the City to Enter into an Easement Purchase Agreement and Accept a Temporary Construction Easement With and From Salt Lake Community College for Property Located at 2578 South Beagley Circle (7090 West)

11. Motion for Closed Session (if necessary)

12. Adjourn



The Regular Electronic Meeting of the West Valley City Redevelopment Agency will be held on 4/2/2019, 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.

JAKE FITISEMANU, CHAIR
DON CHRISTENSEN, VICE CHAIR

A G E N D A

1. Call to Order- Chair Fitisemanu

2. Opening Ceremony

3. Roll Call

4. Approval of Minutes:

A. January 8, 2019 (Annual Meeting)

5. Report of Chief Executive Officer

6. Public Hearings:

A. Accept Public Input Regarding Re-Opening the FY 2018-2019 Budget

Action: Consider Resolution 19-01, Amend the Budget of West Valley City Redevelopment Agency for the Fiscal Year Beginning July 1, 2018 and Ending June 30, 2019 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds

7. Adjourn

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- 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 Regular Electronic Meeting of the West Valley City Municipal Building Authority will be held on Tuesday, April 2, 2019, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

TOM HUYNH, CHAIR
LARS NORDFELT, VICE CHAIR

A G E N D A

1. Call to Order- Chair Huynh
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
 - A. January 8, 2019 (Annual Meeting)
 - B. January 15, 2019 (Special Meeting)
5. Report of Chief Executive Officer
6. Public Hearings:

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• 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.

A. Accept Public Input Regarding Re-Opening the FY 2018-2019 Budget

Action: Consider Resolution 19-01, Amend the Budget of the Municipal Building Authority of West Valley City for the Fiscal Year Beginning July 1, 2018 and Ending June 30, 2019 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds

7. Adjourn

19-40: Reaffirm the City's Commitment to the...

Item #:	
Fiscal Impact:	\$4,500,000
Funding Source:	Class C Roads Storm Water Utility State Transportation Funds
Account #:	45-9610-40750-75198-0600
Budget Opening Required:	Yes

ISSUE:

4100 South; Bangerter Highway to 5460 West funding commitment

SYNOPSIS:

Reaffirm the city's commitment to fully funding the 4100 South Reconstruction Project

BACKGROUND:

The city has been working on a project to reconstruct 4100 South between Bangerter Highway and 5460 West for several years.

On March 19, 2019, UDOT opened bids on the project. There were three bidders. The engineer's estimate of construction costs was \$15,063,237. The lowest bid received was in the amount of \$19,389,875, nearly 29% over the estimate, leaving the project short \$4.3 million dollars.

There were several key bid items that substantially exceeded the engineers estimate, as assumptions were made on those items that did not apply to this project. The transportation construction market costs have increased substantially as well. The main cost overruns come from the following bid items:

Item of Work	Amount over Engineer's Estimate
Roadway excavation, imported fill and road base, asphalt paving	\$1.3 million
Concrete post and panel walls	\$0.5 million
Mobilization, traffic control preconstruction survey and other misc. items	\$1.4 million
Storm Drain System	\$0.3 million
Water System	\$0.2 million
Miscellaneous landscaping, Signals and ATMS improvements	\$0.6 million

UDOT is willing to allow the city flexibility to pay additional funds as the project progresses.

The Public Works Department recommends the continued commitment to this project, and reaffirmation to UDOT of the commitment made by the city in the Federal Aid Agreements to cover costs above the available federal funds.

RECOMMENDATION:

Pass a resolution reaffirming the city's commitment to build the project and cover the funding shortfall.

SUBMITTED BY:

Daniel Johnson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION REAFFIRMING THE CITY'S COMMITMENT TO
THE COMPLETION OF THE 4100 SOUTH RECONSTRUCTION
PROJECT.**

WHEREAS, on March 23, 2017, West Valley City (hereinafter, the "City") and the Utah Department of Transportation (hereinafter, "UDOT"), entered into Federal Aid Agreement No. 178813 (hereinafter, the "Agreement") to provide for the reconstruction of certain portions of 4100 South (the "Project"); and

WHEREAS, on December 18, 2018, the City and UDOT entered into a modification to the Agreement to accommodate additional funding for the Project; and

WHEREAS, the City committed in the Agreement to provide funding for costs in excess of available federal funds for the Project; and

WHEREAS, bids for the Project were recently opened and the low bid was approximately \$4,300,000 over the engineer's estimate; and

WHEREAS, the City Council desires to reaffirm the City's commitment to the Project; 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 reaffirm the City's commitment to the Project;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah that the City remains committed to the construction of the Project and to the funding of Project costs in excess of available funds under the Agreement.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2019.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

March 28, 2019

MEMORANDUM

TO: CITY COUNCIL

FROM: WAYNE T. PYLE, CITY MANAGER

RE: UPCOMING MEETINGS AND EVENTS

City Council Study Meetings are held at 4:30 P.M. every Tuesday unless otherwise noted.

City Council Regular Meeting are held at 6:30 P.M. every Tuesday unless otherwise noted.

April

April 2, 2019 <i>Tuesday</i>	UT Shakespeare Festival, Macbeth, 10 AM & 7 PM; Harman Hall, 3333 Decker Lake Drive
April 3, 2019 <i>Wednesday</i>	Citizens Academy, TBD
April 8, 2019 <i>Monday</i>	Ribbon Cutting Ceremony at St. Mark's West Valley Emergency, 11:00 AM; 5668 West 3100 South
April 10, 2019 <i>Wednesday</i>	Police Chief's Monthly Community Meeting – CPTED, 6 PM; West Valley City Hall, Multi-purpose Room
April 10, 2019 <i>Wednesday</i>	Citizens Academy, TBD
April 15, 2019 <i>Monday</i>	Breakfast with the Bunny Registration Deadline
April 17, 2019 <i>Wednesday</i>	Citizens Academy, TBD
April 18, 2019	SpringFest; Centennial Park, West Pavilion, 5405 W 3100

<i>Thursday</i>	S
April 18, 2019 <i>Thursday</i>	Cops for Kids, 4:00 PM to 8:00 PM; Sizzler, 3429 South Redwood Road
April 19, 2019 <i>Friday</i>	WVCFFC Flashlight Hunt for ages 13 - 16 (9PM SHARP) Register by April 18.
April 19, 2019 <i>Friday</i>	WVCFFC Adult Flashlight Hunt ages 18+ (9PM SHARP) Register by April 18.
April 20, 2019 <i>Saturday</i>	WVC Easter Egg Hunts for ages 12 & Under (8:30AM SHARP). Register by April 18.
April 20, 2019 <i>Saturday</i>	WVC Breakfast with the Bunny, West Valley City Family Fitness Center, Register by April 15.
April 20, 2019 <i>Saturday</i> April 21, 2019 <i>Sunday</i>	Snoop Dogg & 2 Chainz, 7:00 PM; USANA, 5150 Upper Ridge Road WVCFFC closed for Easter
April 24, 2019 <i>Wednesday</i>	Citizens Academy, TBD
April 24-26, 2019 <i>Wednesday-Friday</i>	ULCT Midyear Conference; St. George
April 26, 2019 <i>Friday</i>	Shanks Golf Tournament; The Ridge, 5055 Westridge Blvd
April 26, 2019 <i>Friday</i>	Frankie Valli & The Four Seasons, 8:00 PM; Maverik Center, 3200 Decker Lake Drive
April 27, 2019 <i>Saturday</i>	Jaripeo Baile, 4:30 PM; Maverik Center, 3200 Decker Lake Drive
April 30, 2019 <i>Tuesday</i>	No City Council Meetings- 5 th Tuesday

May

May 1, 2019 <i>Wednesday</i>	Citizens Academy, TBD
May 1, 2019 <i>Wednesday</i>	Art at the Main Exhibit; UCCC 1355 W 3100 S (5/1-6/26)
May 3, 2019 <i>Friday</i>	Sweat n’ Splash Zumba Event, WVCFFC
May 8, 2019 <i>Wednesday</i>	Police Chief’s Monthly Community Meeting – Graffiti, 6 PM; West Valley City Hall, Multi-purpose Room
May 8, 2019 <i>Wednesday</i>	Citizens Academy, TBD
May 10, 2019 <i>Friday</i>	Spike 150 Railroad Exhibit Opening Reception, 6 PM; UCCC, 1355 W 3100 S, (5/2-6/26)
May 10, 2019 <i>Friday</i>	Legacy Fighting Alliance 66; Maverik Center, 3200 Decker Lake Drive
May 12, 2019 <i>Sunday</i>	Mother’s Day Brunch, 10AM-1PM, Stonebridge Golf Club
May 15, 2019 <i>Wednesday</i>	Citizens Academy, TBD
May 16, 2019 <i>Thursday</i>	Student Arts Festival; TBD
May 17, 2019 <i>Friday</i>	APA Lights Off; American Prep Academy on 2590 South
May 18, 2019 <i>Saturday</i>	National Kids to Parks Day; All Day; Parks around the city
May 20, 2019 <i>Monday</i>	APA Lights Off; American Prep Academy on 3600 West
May 22, 2019 <i>Wednesday</i>	Citizens Academy, TBD

May 27, 2019
Monday

City Offices Closed for Memorial Day

May 31, 2019
Friday

Movies in the Park; Centennial Park, 5405 W 3100 S

June

June 3- June 7, 2019
Monday-Friday

Election- Filing Deadline; 8 AM- 5 PM in the City Recorder's Office

June 4, 2019
Tuesday

Kelly Boswell Watercolor Exhibit; UCCC, 1355 W 3100 S (6/4-7/9)

June 7, 2019
Friday

Movie in the Park; Centennial Park, 5405 W 3100 S

June 12, 2019
Wednesday

Police Chiefs Monthly Community Meeting – Summer Safety , 6 PM; West Valley City Hall, Multi-purpose Room

June 13, 2019
Thursday

Brad Paisley; USANA, 5150 Upper Ridge Road

June 14, 2019
Friday

Movies in the Park; Centennial Park, 5405 W 3100 S

June 15, 2019
Saturday

WVCFFC WestFest 5K & 10K Run

June 15, 2019
Saturday

WestFest Parade, 10:00 AM; City Park, 4552 W 3500 S

June 15, 2019
Saturday

Alabama, 7:00 PM; Maverik Center, 3200 Decker Lake Drive

June 18, 2019
Tuesday

Train/Goo Goo Dolls, 7 PM; USANA, 5150 Upper Ridge Road

June 20, 2019

Department of Public Safety – Family Safety Fair; DPS

<i>Thursday</i>	Offices 2700 West
June 21, 2019 <i>Friday</i>	Summer Gods Tour 2019, 7 PM; USANA, 5150 Upper Ridge Road
June 21, 22: 24-28, <i>Fri., Sat.: Mon.-Fri.</i>	2019 Summer Play; UCCC, 1355 W 3100 S
June 22, 2019 <i>Saturday</i>	Rhett & Link, 7:30 PM; Maverik Center, 3200 West Decker Drive
June 28, 2019 <i>Friday</i>	Movies in the Park; Centennial Park, 5405 W 3100 S

July

July 1, 2019 <i>Monday</i>	Election- Deadline for Candidates to Submit Profile to State Website
July 1, 2019 <i>Monday</i>	WorldStage Concert: Utah Symphony; UCCC, 1355 W 3100 S
July 2, 2019 <i>Tuesday</i>	Santana: Supernatural Now, 7 PM; USANA, 5150 Upper Ridge Road
July 3, 2019 <i>Wednesday</i>	David Estates Exhibit; UCCC, 1355 W 3100 S (7/3-8/28)
July 4, 2019 <i>Thursday</i>	City Offices Closed for Independence Day
July 4, 2019 <i>Thursday</i>	WVCFFC Hours 7AM-12PM. Pool closes at 11AM
July 5, 2019 <i>Friday</i>	Movie in the Park, Centennial Park
July 8, 2019 <i>Monday</i>	WorldStage Concert; UCCC, 1355 W 3100 S

July 10, 2019 <i>Wednesday</i>	Police Chief's Monthly Community Meeting – Internet Safety, 6 PM; West Valley City Hall, Multi-purpose Room
July 11, 2019 <i>Thursday</i>	FOUS XV Exhibit; UCCC, 1355 W 3100 S (7/11-8/28)
July 12, 2019 <i>Friday</i>	Movies in the Park; Centennial Park, 5405 W 3100 S
July 15, 2019 <i>Monday</i>	WorldStage Concert; UCCC, 1355 W 3100 S
July 16, 2019 <i>Tuesday</i>	What's on your Plate Group Exhibit; UCCC 1355 W 3100 S (7/16-8/28)
July 17, 2019 <i>Wednesday</i>	Brit Floyd, 8:00 PM; Maverik Center, 3200 Decker Lake Drive
July 18, 2019 <i>Thursday</i>	Face of Utah Sculpture XV Exhibit Opening Reception, 6:00 PM; UCCC, 1355 W 3100 S, (7/11-8/28)
July 18, 2019 <i>Thursday</i>	Shinedown, 6:30 PM; USANA, 5150 Upper Ridge Road
July 20, 2019 <i>Saturday</i>	Jon Bellion: The Glory Sound Prep Tour, 7 PM; USANA, 5150 Upper Ridge Road
July 22, 2019 <i>Monday</i>	WorldStage: West Valley Symphony; UCCC, 1355 W 3100 S
July 24, 2019 <i>Wednesday</i>	City Offices Closed for Pioneer Day
July 24, 2019 <i>Wednesday</i>	WVCFFC Hours 7AM-12PM. Pool closes at 11AM
July 25-27, 2019 <i>Thursday-Saturday</i>	The Basketball Tournament; Maverik Center, 3200 Decker Lake Drive
July 26, 2019 <i>Friday</i>	Movies in the Park; Centennial Park, 5405 W 3100 S

July 27, 2019
Saturday

Jason Aldean; USANA, 5150 Upper Ridge Road

July 29, 2019
Monday

WorldStage Concert; UCCC, 1355 W 3100 S

July 30, 2019
Tuesday

No City Council Meetings- 5th Tuesday

August

August 1, 2019
Thursday

Knotfest Roadshow featuring: Slipknot, Volbeat, Gojira, Behemoth, 7:30 PM; USANA, 5150 Upper Ridge Road

August 2, 2019
Friday

Movie in the Park, Centennial Park

August 5, 2019
Monday

WorldStage Concert; UCCC, 1355 W 3100 S

August 6, 2019
Tuesday

Election- Campaign Finance Statement Due

August 6, 2019
Tuesday

National Night Out Block Parties

August 6, 2019
Tuesday

No City Council Meetings- Neighborhood Night Out

August 9, 2019
Friday

Movies in the Park; Centennial Park, 5405 W 3100 S

August 9 & 10, 2019
Friday & Saturday

Wasatch International Food Festival; UCCC, 1355 W 3100 S

August 12, 2019
Monday

WorldStage Concert; UCCC, 1355 W 3100 S

August 13, 2019
Tuesday

Primary Election Day

August 13, 2019 <i>Tuesday</i>	Mumford & Sons, 7:30 PM; USANA, 5150 Upper Ridge Road
August 19, 2019 <i>Monday</i>	WorldStage Concert; UCCC, 1355 W 3100 S
August 20, 2019 <i>Tuesday</i>	311 & Dirty Heads, 6:00 PM; USANA, 5150 Upper Ridge Road
August 23, 2019 <i>Friday</i>	National Night Out Block Parties
August 24, 2019 <i>Saturday</i>	Clean and Beautiful Awards Reception; UCCC, 1355 W 3100 S
August 26, 2019 <i>Monday</i>	WorldStage Concert; UCCC, 1355 W 3100 S
August 27, 2019 <i>Tuesday</i>	Election- City Council Canvass Election Returns from Primary
August 27, 2019 <i>Tuesday</i>	Dave Matthews Band, 8 PM; USANA, 5150 Upper Ridge Road
August 30, 2019 <i>Friday</i>	Heart, 7 PM; USANA, 5150 Upper Ridge Road

September

September 2, 2019 <i>Monday</i>	City Offices Closed for Labor Day
September 4, 2019 Wednesday	Utah Calligraphic Artists Exhibit; UCCC, 1355 W 3100 S (9/4-10/17)
September 5, 2019 <i>Thursday</i>	Utah Water Color Society Exhibit Opening Reception; UCCC, 1355 W 3100 S (9/5-10/16)
September 6, 2019 <i>Friday</i>	Election- Deadline for Candidates to Submit Profile to State Website

September 7, 2019 <i>Saturday</i>	WVCFFC Triathlon
September 11, 2019 <i>Wednesday</i>	Get into the River (Jordan River Event); TBD
September 11, 2019 <i>Wednesday</i>	Police Chief's Monthly Community Meeting – New Building Virtual Tour, 6 PM; West Valley City Hall, Multi-purpose Room
September 11-13, 2019 <i>Wednesday-Friday</i>	ULCT Annual Convention; Salt Lake City
September 12, 2019 <i>Thursday</i>	Florida Georgia Line; USANA, 5150 Upper Ridge Road
September 14, 2019 <i>Saturday</i>	KISS: End of the Road World Tour, 7:30 PM; USANA, 5150 Upper Ridge Road
September 17, 2019 <i>Tuesday</i>	Wildlife Art by Jennifer Seeley; UCCC, 1355 W 3100 S (9/17-11/6)
September 20, 2019 <i>Friday</i>	Lynyrd Skynyrd, 7 PM; USANA, 5150 Upper Ridge Road
September 20, 2019 <i>Friday</i>	Marco Antonio Solis, 8:00 PM; Maverik Center, 3200 Decker Lake Drive
September 20, 2019 <i>Friday</i>	Greek Theater; UCCC, 1355 W 3100 S
September 25, 2019 <i>Wednesday</i>	Breaking Benjamin, 5:30 PM; USANA, 5150 Upper Ridge Road

October

October 4, 2019 <i>Friday</i>	WVCFFC Member VIP Night, 6-9PM. Free for members
October 9, 2019 <i>Wednesday</i>	Police Chief's Monthly Community Meeting – VECC, 6 PM; West Valley City Hall, Multi-purpose Room

October 17, 2019 <i>Thursday</i>	Gloria Trevi “Diosa De La Noche,” 8:00 PM; Maverik Center, 3200 Decker Lake Drive
October 19, 2019 <i>Saturday</i>	Free Halloween Safety Festival, 11AM-12PM, WVCFFC
October 24, 2019 <i>Thursday</i>	Posada Exhibit; UCCC, 1355 W 3100 S (10/24-11/6)
October 25, 2019 <i>Friday</i>	Member Pumpkin Painting Event, 6PM, WVCFFC
October 25, 2019 <i>Friday</i>	Nightmare Alley, 7PM-10PM, WVCFFC
October 26, 2019 <i>Saturday</i>	Nightmare Alley, 6PM-9PM, WVCFFC
October 28, 2019 <i>Monday</i>	Day of the Dead Altar and Art Exhibition; UCCC, 1355 W 3100 S (10/28-11/7)
October 29, 2019 <i>Tuesday</i>	No City Council Meetings- 5 th Tuesday
October 29, 2019 <i>Tuesday</i>	Election- Campaign Finance Statement Due

November

November 2, 2019 <i>Saturday</i>	Day of the Dead Celebration; UCCC, 1355 W 3100 S
November 5, 2019 <i>Tuesday</i>	General Election Day
November 5, 2019 <i>Tuesday</i>	No City Council Meetings- Election Day
November 11, 2019 <i>Monday</i>	City Offices Closed for Veteran’s Day

November 13, 2019 <i>Wednesday</i>	Police Chief's Monthly Community Meeting – Protecting yourself from package theft, 6 PM; West Valley City Hall, Multi-purpose Room
November 14, 2019 <i>Thursday</i>	Frank Lloyd Wright Exhibit Opening Reception; UCCC, 1355 W 3100 S (11/14-1/13)
November 19, 2019 <i>Tuesday</i>	Election- City Council Canvass Election Returns from General Election
November 20, 2019 <i>Wednesday</i>	Winter Scenes & Holiday Dreams Exhibit; UCCC, 1355 W 3100 S (11/20-12/31)
November 20, 2019 <i>Wednesday</i>	Trees of Diversity Exhibit; UCCC, 1355 W 3100 S (11/20-12/31)
November 23, 2019 <i>Saturday</i>	Ugly Sweater 5K Fun Run, 8AM, WVCFFC
November 28, 2019 <i>Thursday</i>	City Offices Closed for Thanksgiving
November 28, 2019 <i>Thursday</i>	WVCFFC open 7AM-12PM. Pool closes at 11AM

December

December 2, 2019 <i>Monday</i>	Christmas Tree Lighting and Walk with Santa, 6:30PM, WVCFFC
December 2, 2019 <i>Monday</i>	Merry Mondays: Concert & Holiday Market; UCCC, 1355 W 3100 S
December 5, 2019 <i>Thursday</i>	Election- Final Campaign Finance Statement Due
December 9, 2019 <i>Monday</i>	Merry Mondays: Concert & Holiday Market; UCCC, 1355 W 3100 S

December 14, 2019 <i>Saturday</i>	Breakfast with Santa, WVCFFC
December 16, 2019 <i>Monday</i>	Merry Mondays: Concert & Holiday Market; UCCC, 1355 W 3100 S
December 24, 2019 <i>Tuesday</i>	No City Council Meetings- Christmas Eve Holiday
December 25, 2019 <i>Wednesday</i>	City Offices Closed for Christmas
December 26, 2019 <i>Thursday</i>	City Offices Closed for Christmas Holiday
December 31, 2019 <i>Tuesday</i>	No City Council Meetings- 5 th Tuesday



A Special Regular Electronic Meeting of the West Valley City Redevelopment Agency will be held on 4/9/2019, at 6:30 PM, 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.

JAKE FITISEMANU, CHAIR
DON CHRISTENSEN, VICE CHAIR

A G E N D A

1. Call to Order- Chair Jake Fitisemanu
2. Opening Ceremony
3. Roll Call
4. Resolutions:
 - A. 19-02: Approve an Incentive Agreement Between the Agency and Zions Bancorporation
5. 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.

19-02: Approve an Incentive Agreement Between the...

Item: Zions Bank Incentive Agreement
Fiscal Impact: \$500,000
Funding Source: RDA
Account #:
Budget Opening Required: ☐

ISSUE:

An Incentive Agreement between the Redevelopment Agency of West Valley City and Zions Bancorporation, LLC, regarding the property located at 2950 West 3500 South, and within the boundaries of the Fairbourne CRA.

SYNOPSIS:

The Proposed Agreement sets the terms for the incentive agreement for the new Zions Bank branch at 2950 West and 3500 South. The agreement would authorize payment to Zions Bancorporation of property tax increment collected by the RDA and generated by the development of the new facility. The RDA would retain 12.5% of all property tax increment collected by this property. Zions Bancorporation would receive the remaining 87.5%. The term of this proposed Agreement will run concurrently with the 20-year term of the Fairbourne CRA. Zions Bancorporation incentive payments would be capped at \$500,000 for the term of the Agreement.

RECOMMENDATION:

The WVC RDA Administrator recommends the WVC RDA Incentive Agreement between the Redevelopment Agency of West Valley City and Zions Bancorporation, LLC.

SUBMITTED BY:

Mark Nord
Director
West Valley City Redevelopment Agency

WEST VALLEY CITY REDEVELOPMENT AGENCY

RESOLUTION NO. _____

**A RESOLUTION OF THE REDEVELOPMENT AGENCY OF
WEST VALLEY CITY APPROVING AN INCENTIVE
AGREEMENT BETWEEN THE AGENCY AND ZIONS
BANCORPORATION.**

WHEREAS, Zions Bancorporation (hereinafter, “Zions”), has located a new branch at 2950 West 3500 South in West Valley City; and

WHEREAS, the Redevelopment Agency of West Valley City (hereinafter, the “Agency”) believes that this development adds significantly to the tax base, job base, and business community of the City, is in the best interests of the health, safety and welfare of West Valley City and its residents, and is in accord with the public purposes and requirements related to being assisted by the Agency; and

WHEREAS, an agreement has been prepared for execution by and between the Agency and Zions, a copy of which is attached hereto and entitled “Incentive Agreement” (hereinafter, the “Agreement”), which sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, the Board of Directors of the West Valley City Redevelopment Agency 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 Agreement with Zions;

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

PASSED and APPROVED this _____ day of _____, 2019.

REDEVELOPMENT AGENCY
OF WEST VALLEY CITY

CHAIR

ATTEST:

SECRETARY

INCENTIVE AGREEMENT

by and among
the Redevelopment Agency of West Valley City,
a public entity,

and

ZIONS Bancorporation, N.A.
A Utah Corporation

Dated as of MARCH 19, 20 19

CITY CENTER PROJECT AREA

**INCENTIVE AGREEMENT
CITY CENTER PROJECT AREA
WEST VALLEY CITY, UTAH**

THIS AGREEMENT (this “**Agreement**”) is entered into as of the ____ day of _____, 2019, among the REDEVELOPMENT AGENCY OF WEST VALLEY CITY, a public body and governmental entity organized under the laws of the state of Utah (the “**State**”), exercising its functions and powers under the existing Limited Purpose Local Government Entities – Community Reinvestment Agency Act (the “**Act**”) or any replacement act, including any successor public agency designated by or pursuant to applicable law (the “**Agency**”), and ZIONS Bancorporation, N.A., a corporation (“**ZB**”). (The Agency and ZB are referred to in this Agreement collectively as the “**Parties**” and individually as a “**Party**.”)

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Act, the Agency has undertaken a program for the development of certain areas in Salt Lake County, Utah (the “**County**”) within the boundaries of the City, and for the creation or retention of jobs within the State, and in this connection has established an economic development project area (the “**Project Area**”) known as the “City Center Project Area” located in the City’s boundaries; and

WHEREAS, the Agency has prepared, and the City Council, through the adoption of Ordinance No. _____, dated _____, _____ (and recorded), has approved, an economic Project Area Plan (the “**Project Area Plan**”) providing for the development of the real property located in the Project Area and the future uses of such land, which Project Area Plan has been filed in the office of both the Recorder of the City and the Agency, and has been transmitted to the offices and agencies specified in the Act; and

WHEREAS, to enable the Agency to achieve the objectives of the Project Area Plan the Agency has determined that it is in the best interest of West Valley City to provide an incentive to ZB in order to ensure the location of their business and related investments in West Valley City; and

WHEREAS, to enable the Agency to achieve the objective of ZB locating their business and related investments in West Valley City, the Agency held a public hearing regarding the certain incentive payments to ZB; and

WHEREAS, ZB desires to develop the property located in West Valley City more specifically defined herein as the “Site” for and in accordance with the uses specified in this Agreement; and

WHEREAS, the Agency believes that the development of the Site and location of ZB’s business and related investments in West Valley City, pursuant to this Agreement, is in the vital and best interest of the Agency and in the vital and best interest of the health, safety and welfare

of West Valley City and its residents, and in accord with the public purposes and provisions of the applicable State laws and requirements under which the development is undertaken and is being assisted by the Agency; and

WHEREAS, the Agency, on the basis of the foregoing, is willing to assist ZB;

NOW, THEREFORE, for and in consideration of the mutual promises and performances set forth in this Agreement, the Parties agree as follows:

1. Purpose and Definitions. This Agreement is intended to set forth the rights and obligations of ZB and the Agency with respect to the location and operation of a ZB facility in West Valley City and certain incentives from the Agency in the form of a Tax Increment Payment to facilitate ZB investment, occupation and operations on the Site. The Agency expects that ZB will redevelop and improve the existing Site by the construction of a new Hotel, the installation of other fixed assets, and the ongoing operation of ZB business on the Site. Upon compliance with the terms of this Agreement, the Agency will assist ZB by paying to ZB certain funds as described in this Agreement. As used in this Agreement, each of the following terms shall have the indicated meaning:

1.1. **"Improvements"** means all improvements to be constructed by ZB on the Site, specifically, but not limited to, a Zions Bank branch, and as set forth in Exhibit B and further described herein.

1.2. **"Payment Period"** means the period that shall commence upon ZB's receipt of the first Tax Increment Payment as set forth by the Project Area Plan and as determined by the Agency, and ending upon either the expiration of the Project Area or ZB's receipt of Five Hundred Thousand Dollars (\$500,000.00).

1.3. **"Property Tax"** includes privilege tax and each levy on an ad valorem basis on tangible or intangible personal or real property, as set forth in the Act or any successor or replacement provision of the Act.

1.4. **"Received Tax Increment"** means the Tax Increment from the Site, if any, actually received by the Agency for the calendar year concerned, pursuant to the Act or any successor or replacement provision of the Act.

1.5. **"Site"** means that certain real property located at 2950 West 3500 South and further described in Exhibit A, attached hereto and incorporated herein.

1.6. **"Tax Increment"** means, excluding taxes levied and collected under Utah law, the difference between (a) the amount of Property Tax revenues generated each tax year by all taxing entities from the Site, using the then-current assessed value of the Site, and (b) the amount of Property Tax revenues that would be generated from the Site using the taxable value of the Site for calendar year 2019, as described in the Act or any successor or replacement provision of the Act.

1.7. **"Tax Increment Payment".** The Tax Increment Payment shall be calculated as follows: the Agency shall first be paid Twelve and One-Half Percent (12.5%) of the total annual Received Tax Increment for statutory purposes and then ZB shall be paid the balance of the total annual Received Tax Increment. The Tax Increment Payment shall not exceed Five Hundred Thousand Dollars (\$500,000) total, for the Payment Period.

2. **Conditions Precedent.** The following constitute conditions precedent to the Agency's obligation to pay ZB the annual Tax Increment Payment:

2.1. **Building Permit(s).** ZB shall have obtained the building permit or permits from the City for the construction of the Improvements to be remodeled or constructed.

2.2. **Construction, Renovation and Installation of Improvements.** ZB shall have Substantially Completed the Improvements and shall provide the Agency with written documentation to demonstrate, to the Agency's reasonable satisfaction, that ZB has located and is open for business on the Site.

2.3. **Payment of Taxes.** Subject to the provisions of Section 5 of this Agreement, ZB agrees that it shall pay all ad valorem taxes and sales taxes, and, if applicable, interest and penalties, relating to the Site for each year of this Agreement.

2.4. **Conditional Use Permit.** ZB shall be in compliance with the terms of any conditional use permit for the Site and the conditional use permit shall be in good standing and shall not have been revoked.

2.5. **Operations.** During the Term of this Agreement, ZB shall have not removed or substantially reduced the value of the Improvements on the Site or discontinued a substantial portion of its operations on the Site for a period of more than two (2) weeks.

2.6. **Failure of Conditions Precedent.** Subject to the provisions of this Agreement, if the Conditions Precedent are not satisfied on or before November 2020, this Agreement shall terminate on written notice given by either the Agency to ZB or by ZB to the Agency, and shall thereafter have no further force or effect. Further, if during any year of this Agreement ZB is not in compliance with the Conditions Precedent set forth in this Section 2, then the Tax Increment Payment for that year shall be forfeited and the Agency's obligation for that year shall terminate.

3. **Agency Obligations.**

3.1. **Payment of Tax Increment Payment to ZB.** Subject only to the satisfaction of the Conditions Precedent, the Agency shall pay to ZB the Tax Increment Payment in a timely manner in accordance with this Agreement and applicable law. However, the Agency shall not be obligated to pay ZB more than a total of Five Hundred Thousand Dollars (\$500,000.00). The Agency's obligation to pay the Tax Increment Payment shall expire on the earlier of: a) ZB's receipt of Five Hundred Thousand Dollars (\$500,000); or (b) the expiration or termination of the Payment Period; or (c) the expiration or termination of this Agreement.

3.2. Limitation on Payments.

(a) ZB shall be paid the Tax Increment Payment only from Received Tax Increment from the Site for each calendar year during the Payment Period (subject to the prior satisfaction of the Conditions Precedent), and the Agency shall have no obligation to pay to ZB the Tax Increment Payment from monies that the Agency has or might hereafter receive from areas other than the Site or sources other than the Received Tax Increment for each calendar year during the Payment Period. If, for any reason, the Received Tax Increment for any calendar year during the Payment Period is reduced, curtailed or limited in any way as a result of any cause outside the control of the Agency, including, without limitation, any enactment, initiative, referendum or judicial decree outside the control of the Agency, the Agency shall have no obligation to pay the Tax Increment Payment to ZB from sources or monies that the Agency has or might receive other than such Received Tax Increment from the Site, and the Agency's obligation to pay the Tax Increment Payment to ZB shall likewise be reduced, curtailed or limited.

(b) If the Conditions Precedent have not been met on or before the end of any calendar year during the Payment Period, and, as a result, ZB is not entitled to receive the Tax Increment Payment for such calendar year, the Tax Increment Payment for such calendar year shall be retained by the Agency and shall be permanently and irretrievably lost by ZB.

3.3. Payment and Pledge of Tax Increment Payment.

(a) The Received Tax Increment comes from the Property Tax paid to the County Treasurer, which currently is delinquent after November 30th of each year. The Agency shall pay the Tax Increment Payment to ZB as soon as reasonably possible, but not later than thirty (30) calendar days following receipt by the Agency of any Received Tax Increment, which payment shall be accompanied by a calculation of the Tax Increment Payment in form, substance and detail reasonably satisfactory to ZB. The Agency anticipates receipt of the initial payment of the Tax Increment for each calendar year prior to December 31st of the year concerned, and receipt of the final payment of the Tax Increment for each calendar year prior to May 1st of the following year. The Agency shall exercise its best, reasonable efforts to receive all of the Tax Increment each year to which the Agency is entitled. The Agency shall deliver to ZB, within thirty (30) calendar days after receipt, legible photocopies of all calculations and accounting information that the Agency receives from the County Treasurer regarding the Received Tax Increment.

(b) The Agency hereby pledges to ZB the Tax Increment Payment, which pledge serves as the sole security for the payment by the Agency to ZB of the Tax Increment Payment. ZB shall have no recourse whatever to the Agency, West Valley City or any other person for payment of the Tax Increment Payment other than such pledge, and ZB assumes the risk that no Tax Increment for the Site will be generated or, even if generated, that such Tax Increment for the Site will not be paid to the Agency. Notwithstanding the foregoing, the Agency represents and warrants to ZB that the Project Area and Project Area Plan were properly adopted by the Agency.

(c) No interest shall be paid by the Agency on the Tax Increment Payment.

(d) The Agency makes no representation to ZB or to any other person that the Received Tax Increment or the Tax Increment Payment will be in any particular amount, or in the amount ZB may be expecting to receive.

(e) ZB understands and agrees that:

(i) the Tax Increment will become available to the Agency only if and when Tax Increment is actually generated for the Site;

(ii) the Agency is not a taxing entity under Utah law;

(iii) the Agency has no power to levy a property tax on real or personal property located within the Site;

(iv) the Agency has no power to set a mill levy or rate of tax levy on real or personal property; and

(v) the Agency is entitled to receive and use Tax Increment only for the period established by law pursuant to the provisions of Subsection 17C-1-405 of the Act.

(f) ZB assumes the risk that changes or amendments will be made by the Utah State Legislature to the provisions of the Act that would affect or impair: (i) the Agency's right to receive the Tax Increment and to pay the Tax Increment Payment in accordance with this Agreement; (ii) the length of time the Tax Increment can be received by the Agency; and (iii) the percentage or the amount of Property Tax received or anticipated to be received by the Agency based upon the current statutes. From time to time the Utah State Legislature considers proposals that reduce Property Tax, which, if enacted, could materially reduce the amount of the Tax Increment generated and paid to the Agency, which in turn would reduce the Tax Increment Payment.

3.4. Representations and Warranties. The Agency makes the following representations and warranties for the benefit of ZB and ZB's successors and assigns:

(a) All necessary approvals, authorizations and consents have been obtained in connection with the execution by the Agency of this Agreement, and with the performance by the Agency of the Agency's obligations under this Agreement. The execution of this Agreement by the Agency and the performance by the Agency of the Agency's obligations under this Agreement do not require the consent of any third party that has not been obtained.

(b) The Agency is a public entity, duly organized, validly existing and in good standing under the laws of the State, and has been duly and validly authorized to enter into this Agreement. The person or persons executing and delivering this Agreement on behalf of the Agency have been duly authorized to execute and deliver this Agreement and to take such other actions as may be necessary or appropriate to consummate the transactions contemplated by this Agreement. All requisite action has been taken to make this Agreement valid and binding on the Agency.

4. ZB Obligations.

4.1. **Construction of Improvements.** ZB agrees that (a) the Improvements will be constructed, and all permits and approvals necessary to construct the Improvements will be obtained, at ZB's sole cost and expense, (b) the Improvements will comply with all applicable State, County and City laws, ordinances and regulations, including without limitation, applicable noise and zoning ordinances, and will be constructed in accordance with the attached Exhibit B, (c) all on-site utility connections will be installed at ZB's expense, specifically including any special utilities, connections or rail lines required by the nature of the Improvements, (d) if necessary, ZB will relocate, at its sole cost, any existing utilities located on the Site, and (e) any roads, parking areas, curbs, gutters and sidewalks required on or around the Site will be installed by ZB as may be necessary or required for the construction or operation of the Improvements.

4.2. **Restriction Against Parcel Splitting.** During the period that the Agency is allowed under the Act to collect Tax Increment from the Project Area, neither ZB nor any successor in interest shall, without the prior written approval of the City and the Agency: (a) convey all or a portion of the Site or any real property acquired by ZB within the Project Area in such a way that such conveyed parcel of real property would extend outside the Project Area; or (b) construct or allow to be constructed any building or structure on the Site or on any portion of the Project Area owned by ZB in such a way that such building or structure would extend outside the Project Area. The purpose and intent of the foregoing prohibition is to avoid the "splitting" or "joining" of any parcels of real property within the Project Area with one or more parcels outside the Project Area or the construction of buildings in such a way that the County Assessor or County Auditor could no longer identify, by distinct parcels, the periphery boundaries of the Project Area, or the buildings or structures included within the Project Area, and would be required to "apportion" tax increment monies between a parcel of real property or a building or structure located in part within and in part without the Project Area.

4.3. **De-annexation.** ZB agrees that it will not cooperate with any person, group or municipality in any effort to remove, de-annex or disincorporate all or any portion of the Site from the municipal boundaries of West Valley City during the period that any of the Improvements are located on the Site. ZB further agrees that it will use its best, commercially reasonable efforts to resist any efforts to remove, de-annex or disincorporate the Site in whole or in part from the City by any existing or future municipality or county so long as the Agency has any outstanding obligation to pay the Tax Increment Payment. If the Site is de-annexed or disincorporated in whole or in part from the City by any existing or future local municipality or county, the Agency's right to receive Tax Increment from the Site may cease, notwithstanding the provisions of this Agreement. If all right of the Agency to receive all Tax Increment from the Site ceases permanently as a result of such de-annexation or disincorporation, the Agency's obligation to pay the Tax Increment Payment to ZB shall automatically and immediately cease and terminate as of the date of de-annexation or disincorporation of all or any portion of the Site, without liability of the Agency or West Valley City and without claim by ZB for further payment of the Tax Increment Payment. This provision shall not be applied retroactively to Tax Increment Payment already paid.

4.4. **Reports.** While this Agreement is in effect, ZB agrees to exert its best, commercially reasonable efforts to provide the Agency with annual reports, no later than thirty

(30) days after the end of each calendar year, that provide the Agency with the following information, to the extent that such information is reasonably available to ZB without undue cost or effort: (a) the total number of jobs within the Site; (b) the type of jobs and relative wages within the Site; and (c) the source of jobs within the Site, i.e., whether the jobs are "new jobs" or existing jobs that have moved to the Site, and, if the latter, the origin (inside or outside the State) of such jobs.

4.5. No Discrimination. ZB shall not discriminate against any person or group on any unlawful basis in the sale, lease, rental, sublease, transfer, use, occupancy, tenure or enjoyment of the Site or any Improvements, including, without limitation, discrimination with respect to the selection, location, number, use or occupancy of tenants, lessees, sublessees or vendees of the Site or any Improvements.

4.6. Return of Tax Increment Payment. If, after the receipt of any amount of Tax Increment Payment, ZB ceases all or a substantial portion of the Improvements or otherwise abandons the Improvements for a period of sixty (60) days or more, this Agreement shall terminate in accordance with Section 7 herein. ZB shall return to the Agency the amount of all Tax Increment Payments paid by the Agency to ZB as of the date of termination within ten (10) days of written demand from the Agency.

5. Payment of Taxes and Assessments. Until the expiration of the Payment Period or the earlier termination of this Agreement, ZB shall exercise its best, reasonable efforts to pay or to cause to be paid in a timely manner all ad valorem taxes and assessments levied or imposed on the Site, any of the Improvements and any personal property on the Site; provided, however, that (a) ZB shall have the right to protest or appeal the amount of assessed taxable value levied against the Site by the County Assessor, State Tax Commission or any lawful entity authorized by law to determine the ad valorem assessment against the Site, the Improvements or any portion thereof in the same manner as any other taxpayer as provided by law, and (b) the failure of ZB to pay any such taxes or assessments on Improvements owned by ZB shall be a default by ZB under this Agreement following the expiration of the applicable notice and cure period set forth in Section 6 of this Agreement. ZB shall, however, notify the Agency in writing within ten (10) calendar days after ZB's filing of any protest or appeal to such assessment determination, and provide copies to the Agency of any protest or appeal of such assessment and information submitted as part of the protest or appeal. Failure by ZB to notify the Agency of any protest or appeal shall be a material breach of this Agreement. In addition, ZB shall give to the Agency written notice at least fifteen (15) calendar days prior to the date on which such protest or appeal is to be heard. The Agency shall have the right, without objection by ZB, to appear at the time and date of such protest or appeal and to present oral or written information or evidence in support of or objection to the amount of assessment which should or should not be assessed against the real or personal property of the Site and the amount of the Agency's Project Area indebtedness or outstanding obligations. If the assessment is reduced, the reduction could materially reduce the amount of the Tax Increment generated and paid to the Agency, which in turn would reduce the Tax Increment Payment. In the event the Tax Increment Payment is reduced due to the foregoing assessment reduction, ZB shall reimburse the Agency any Tax Increment Payment overpayment for that calendar year. ZB understands and agrees that the Agency's obligation to pay the Tax Increment Payment is limited by Sections 3.2 and 3.3 of this Agreement.

6. **Default; Remedies.** On the default by any Party under this Agreement, and the failure to cure such default within thirty (30) days after receipt by the defaulting Party of written notice by certified mail of such default from any non-defaulting Party, or, if such default would reasonably require more than thirty (30) days to cure, the failure of such defaulting Party to commence such cure within thirty (30) days after receipt of such notice or thereafter to prosecute diligently such cure to completion, any non-defaulting Party may exercise any right or remedy at law or in equity, including, without limitation, (a) effecting the termination of this Agreement, (b) obtaining specific enforcement of this Agreement or an injunction in connection with this Agreement, or (c) receiving actual damages suffered as a result of such default.

7. **Term and Termination.** This Agreement shall commence upon the date set forth in the Preamble and continue for a period of twenty (20) years. This Agreement shall automatically terminate upon the expiration of the Term; or if ZB removes or substantially reduces the value of the Improvements on the Site; or discontinues a substantial portion of its operations on the Site for a period of more than sixty (60) days; or otherwise moves operations or abandons the Site. Upon the date of Termination, the Agency shall be released of all its obligations under this Agreement and this Agreement shall no longer be of any legal force or effect.

8. **Extensions by Agency.** The Agency may in writing extend the time for ZB's performance of any term, covenant or condition of this Agreement or permit the curing of any default upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to release any of ZB's obligations, nor constitute a waiver of the Agency's rights, with respect to any other term, covenant or condition of this Agreement or any other default in, or breach of, this Agreement.

9. **Assignment.** ZB shall not assign this Agreement without the express written consent of the Agency.

10. **Miscellaneous Provisions.**

10.1. **Conflict of Interest.** No official, employee, consultant or agent of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such official, employee, consultant or agent participate in any decision relating to this Agreement that affects the personal interests of such person or the interests of any corporation, partnership or association in which such person is directly or indirectly interested.

10.2. **No Personal Liability.** No manager, member, shareholder, director, official, employee, consultant, agent or representative of any Party shall be personally liable to the other Parties or any successor in interest in the event of any default or breach by the first Party for any amount that may become due to the other Parties or their respective successor or on any obligations under the terms of this Agreement.

10.3. **Notices.** A notice or communication given under this Agreement by any Party to another Party shall be sufficiently given or delivered if given in writing by personal service, express mail, FedEx, DHL or any other similar form of courier or delivery service, or mailing in

the United States mail, postage prepaid, certified, return receipt requested and addressed to such other Party as follows:

- (a) In the case of a notice or communication to the Agency:

Executive Director, Wayne T. Pyle
Redevelopment Agency of West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119-3027

and

Director, Mark Nord
Redevelopment Agency of West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119-3027

with a copy to:

West Valley City Attorney
Attorney for the Redevelopment Agency of West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119-3027

- (b) In the case of a notice or communication to ZB:

Eric Story
Development Manager
One South Main Street
Salt Lake City, Utah 84133-1109

- (c) 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.

10.4. **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.

10.5. **Headings.** Any titles of the several parts and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

10.6. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, subject to Section 9 of this Agreement.

10.7. **Attorneys' Fees.** In the event of a default under this Agreement, the defaulting Party agrees to pay all costs incurred by any other Party in enforcing this Agreement, including reasonable attorneys' fees, whether by in-house counsel or outside counsel and whether incurred through initiation of legal proceedings or otherwise.

10.8. **Governing Law.** This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

10.9. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

10.10. **Time.** Time is of the essence of this Agreement.

10.11. **Complete Agreement.** This Agreement and its exhibits contain the complete agreement of the Parties, and supersede all prior and contemporaneous negotiations, representations and agreements of the Parties with respect to the subject matter hereof. This Agreement may be amended or modified only in writing, executed by both Parties.

10.12. **No Recording.** Except as expressly provided in this Agreement, neither this Agreement nor any notice or memorandum of this Agreement may be recorded in the official records of the County.

10.13. **Severability.** 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.

10.14. **Non-Waiver.** 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.

10.15. **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 ZB and the Agency.

10.16. **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.

10.17 **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.

10.18 **Waiver of Jury Trial.** EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement, on or as of the date first above written.

THE AGENCY:

REDEVELOPMENT AGENCY OF
WEST VALLEY CITY

By: _____
Wayne T. Pyle
Chief Executive Officer

ATTEST:

Nichole Camac, Secretary

Approved as to form:



Claire Gillmor
Redevelopment Agency Legal Counsel

ZB:

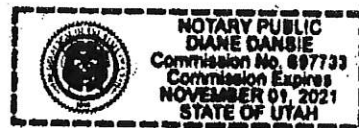
Zions Bancorporation, N.A.

By: Eric B. Storey
Title: Senior Vice President

State of Utah)
County of Salt Lake)
:SS

On this 19th day of MARCH, 20 19,
personally appeared before me
ERIC B. Storey [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 Senior Vice President [title], of
Zions Bancorporation, N.A. [name of corporation], a corporation,
and said document was signed by him/her in behalf of said corporation by authority of its bylaws
or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation
executed the same.

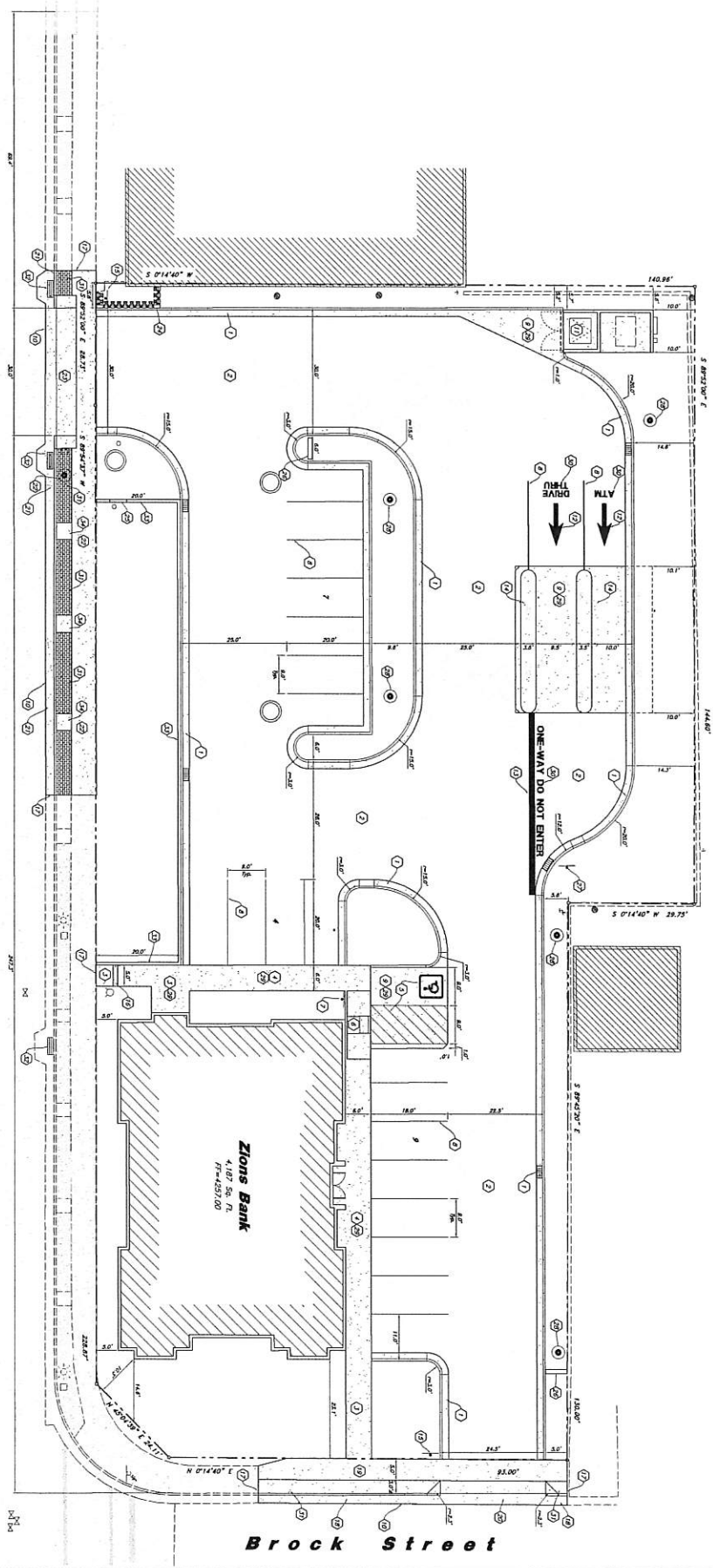
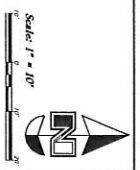
Diane Dansie
Notary Public



Signatures - 12

EXHIBIT A

Site Data
 Site Area = 44,561 s.f. (0.293 ac)
 Landscape Area Provided = 9,664 s.f. (0.229 ac)
 Impermeable Area Provided = 20,710 s.f. (0.473 ac)
 Building Area = 4,487 s.f. (0.103 ac)
 Parking Provided = 20 stalls (4.8/1,000)



3500 South Street

Brock Street

Zion's Bank
 1187 S. 71
 174-4231/00

Survey Control Note:
 The survey control points shown on this plan were established by the Utah Department of Transportation (UDOT) in 2005. The survey control points were established by the Utah Department of Transportation (UDOT) in 2005. The survey control points were established by the Utah Department of Transportation (UDOT) in 2005.

Construction Notes:
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Site Plan
 Zion's Bank
 3500 South and Brock Street
 West Valley City, Utah

Page 18 of 20
 ANDERSON WAHLER & ASSOCIATES
 2010 North River Road, Suite 100, Salt Lake City, Utah 84116
 801-521-8559 - andersonwahl@awah.com



EXHIBIT B

