



A Special Regular Electronic Meeting of the West Valley City Redevelopment Agency will be held on 7/23/2019, 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. Approval of Minutes:
 - A. June 4, 2019
5. Resolutions:
 - A. 19-09: Authorize the Redevelopment Agency of West Valley City to Grant a License to ICO Commercial Construction for the Use of Agency Property in Fairbourne Station
6. Adjourn

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.
- Electronic connection may be made by telephonic or other means. In the event of an electronic meeting, the anchor location is designated as City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.

MINUTES OF RDA REGULAR MEETING – JUNE 4, 2019

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THE WEST VALLEY CITY REDEVELOPMENT AGENCY MET IN REGULAR SESSION ON TUESDAY, JUNE 4, 2019, AT 7:39 P.M. IN THE CITY COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER BY CHAIRMAN FITISEMANU.

THE FOLLOWING MEMBERS WERE PRESENT:

Jake Fitisemanu, Chair
Don Christensen, Vice-Chair
Ron Bigelow
Lars Nordfelt
Tom Huynh
Steve Buhler
Karen Lang

STAFF PRESENT:

Wayne Pyle, Chief Executive Officer
Nichole Camac, Secretary

Paul Isaac, Assistant City Manager/ HR Director
Nicole Cottle, Assistant City Manager/CED Director
Eric Bunderson, City Attorney
Layne Morris, CPD Director
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Nancy Day, Parks and Recreation Director
Russ Willardson, Public Works Director
Sam Johnson, Strategic Communications Director
Jake Arslanian, Public Works Department

APPROVAL OF MINUTES OF REGULAR MEETING HELD MAY 7, 2019

The Agency considered the Minutes of the Regular Meeting held May 7, 2019. There were no changes, corrections or deletions.

Mr. Buhler moved to approve the Minutes of the Regular Meeting held May 7, 2019. Mr. Christensen seconded the motion.

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

PUBLIC HEARINGS

MINUTES OF RDA REGULAR MEETING – JUNE 4, 2019

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A. ACCEPT PUBLIC INPUT REGARDING THE FY 2019-2020 BUDGET

Chairman Fitisemanu informed a public hearing had been advertised for the Regular Redevelopment Agency Meeting scheduled June 4, 2019, in order for the Agency to hear and consider public comments regarding the FY 2019-2020 Budget.

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

This resolution adopts the final budget for the Redevelopment Agency of West Valley City for the 2019-2020 fiscal year after receiving public comment at a hearing on June 4, 2019.

The Redevelopment Agency adopted a tentative budget that was made available for public inspection during regular office hours in the City's Recorder's office and gave notice of a hearing to receive public comment, before adopting this final budget for FY 2019-2020.

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

ACTION: CONSIDER RESOLUTION 19-08, ADOPT THE ANNUAL BUDGET OF THE WEST VALLEY CITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020

The Redevelopment Agency previously held a public hearing regarding proposed Resolution 19-08 that would adopt the annual budget of the West Valley City Redevelopment Agency for the fiscal year commencing July 1, 2019 and ending June 30, 2020.

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

Ms. Lang moved to approve Resolution 19-08.

Mr. Christensen seconded the motion.

A roll call vote was taken:

Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes

MINUTES OF RDA REGULAR MEETING – JUNE 4, 2019

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Mr. Bigelow	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Chair Fitisemanu	Yes

Unanimous.

MOTION TO ADJOURN

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY REDEVELOPMENT AGENCY THE REGULAR MEETING OF TUESDAY, JUNE 4, 2019, WAS ADJOURNED AT 7:41 P.M. BY CHAIRMAN FITISEMANU.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Redevelopment Agency held Tuesday, June 4, 2019.

Nichole Camac
Secretary

Item:

Fiscal Impact: \$8,352

Funding Source: ICO Commercial

Account #: _____

Budget Opening Required: ☐

ISSUE:

West Valley City is requesting approval of a License Agreement between the West Valley City Redevelopment Agency (RDA) and ICO Commercial (ICO) that will provide a license for ICO to park and stage for their Fairbourne Residences Phase 2.

SYNOPSIS:

ICO is beginning construction on Phase 2 of the Fairbourne Residences and has requested the use of three adjacent parcels. The parcels are owned by the West Valley City Redevelopment Agency. ICO plans on using the parcels for staging and parking. ICO will pay the City \$348.00 per month for the period of 2 years for the license and will maintain the properties to the standards that the City requires.

BACKGROUND:

The Redevelopment Agency acquired these parcels as part of the Fairbourne Development. Plans for the parcels are still being discussed and so the need for them during this time will not be an issue.

RECOMMENDATION:

The WVC RDA Administrator recommends the WVC RDA Board approve the License agreement with ICO Construction.

SUBMITTED BY:

Mark Nord, West Valley City Redevelopment Agency.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE REDEVELOPMENT
AGENCY OF WEST VALLEY CITY TO GRANT A LICENSE TO
ICO COMMERCIAL CONSTRUCTION, FOR THE USE OF
AGENCY PROPERTY IN FAIRBOURNE STATION.**

WHEREAS, on September 12, 2018, the Redevelopment Agency of West Valley City (hereinafter, the “Agency”) and ICO Multi-Family Holdings, L.L.C., (hereinafter, “ICO”) entered into an Agreement for the Disposition of Land (hereinafter, the “ADL”) for the development of the Phase II residential project in Fairbourne Station (hereinafter, the “Project”); and

WHEREAS, ICO’s construction company shall commence construction on the Project shortly and requires space for construction storage and parking near the Project site; and

WHEREAS, the Agency owns certain properties adjacent to the Project site and desires to allow ICO to use those properties as necessary for construction related activities; and

WHEREAS, an agreement has been prepared to allow ICO to use Agency property, a copy of which is attached hereto and entitled “License for the Use of Property in Fairbourne Station” (hereinafter, the “Agreement”), that describes the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, the Board of Directors of the Redevelopment Agency of West Valley City does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of the above-referenced Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of West Valley City that the Agreement is hereby approved 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, APPROVED, and MADE EFFECTIVE this _____ day
of _____, 2019.

REDEVELOPMENT AGENCY OF
WEST VALLEY CITY

CHAIR

ATTEST:

SECRETARY

LICENSE FOR USE OF PROPERTY IN FAIRBOURNE STATION

This License for Use of property in Fairbourne Station (herein "License") is entered into this 2nd day of July, 2019. The Redevelopment Agency of West Valley City (herein the "Agency") hereby grants this License to ILCO Construction (herein "Licensee") for use of the Agency's property upon the following terms and conditions:

1. **Licensed Property.** The Licensed Property is depicted in Exhibit A, attached hereto and incorporated herein. The Licensed Property shall be used exclusively for construction related staging and storage. No other use is permitted under this License on the Licensed Property.
2. **Term.** This License shall be active for a period of up to a period of two (2) years.
3. **License Fee.** Licensee shall pay the City \$348.00 per month for the Term of this License.
4. **Compliance With Laws.** Licensee shall be responsible for complying with all applicable federal, state and local laws, statutes, rules, regulations, orders and ordinances. Licensee shall also be responsible for obtaining any required West Valley City permits for the use of the Licensed Property.
5. **Maintenance.** Licensee shall be responsible for all maintenance of the Licensed Property, including, but not limited to: all landscaping, graffiti and any other vandalism repair and/or removal, gravel for dust and dirt control, weed control, and any other measures deemed by the City necessary to prevent neighborhood complaints.
6. **Indemnification.** Licensee is completely responsible for the Licensed Property and shall exclusively control all areas of the Licensed Property. Accordingly, Licensee hereby indemnifies, holds harmless and agrees to defend the Agency from and against all claims, lawsuits, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of or related to any injury to persons, loss of life, or damage to property occurring in the Licensed Property and in, on, or around the Licensed Property. Licensee's obligations with respect to the indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this License, as to claims arising or accruing prior to the expiration or termination of this License.
7. **Prohibitions.** Licensee shall not allow in the Licensed Property: (a) any unlawful, disreputable or ultra-hazardous activities (including the prohibited or unauthorized use, storage or disposal of any Hazardous Substance as defined by the laws of the State of Utah); (b) any activity that constitutes or gives rise to a nuisance of any kind; (c) dangerous exhibits, materials, objects, vehicles or the like; (d) any other action detrimental to the Licensed Property or the Agency, specifically, any signs of any size, type or nature whatsoever, fences, or lights that are not approved in writing by the Agency. Licensee shall be liable for all damages associated with failure to comply with any provision under this Section.
8. **Insurance.** Licensee shall obtain and maintain general commercial liability insurance for the Licensed Property, in the amount of Three Million Dollars (\$2,000,000) for bodily injury/property damage per occurrence and Four Million Dollars (\$4,000,000) in the general

aggregate. The Certificates of insurance shall name the Agency as primary, noncontributory, additionally insured and shall be provided to the Agency within ten (10) days of the execution of this License. Further, Licensee shall notify the Agency thirty (30) days prior to any change, modification or cancellation of the insurance required herein. The Agency may change the foregoing amounts, limits and coverages, in the Agency's sole discretion, and shall notify Licensee and allow Licensee a reasonable time obtain any new amounts, limits, or coverages.

9. **Condition of the Licensed Property.** Licensee acknowledges that the Agency makes no warranty as to the safety or fitness of the Licensed Property. Any changes, additions or alterations, on the Licensed Property must first be approved in writing by the Agency.
10. **Termination.** This License may be terminated by the Licensee or Agency at any time and for any reason upon Licensee's or Agency's receipt of sixty (60) days written notice of termination.
11. **Security/Hours.** Licensee is responsible for the safety, security, and operation of the Licensed Property. Licensee shall implement security measures as necessary to maintain the safety of persons and property. Further, Licensee shall operate on the Licensed Property only between the hours of 8:00am to 6:00pm.
12. **Successors, Assignment.** This License not assignable.
13. Reserved.
14. **Access.** Licensee shall not improperly access areas outside of the Licensed Property and shall not post signs or install barriers or otherwise impede or restrict access to areas outside of the Licensed Property.
15. **Right to Enter/Reservation of Rights.** Provided such entry does not unreasonably interfere with the activities being conducted on the Licensed Property, the Agency hereby reserves the right for itself, and its duly authorized agents and representatives, at all reasonable times, to enter upon the Licensed Property for the purpose of inspecting the same. In addition, the Agency may, at any time and in the Agency's sole discretion, enter in the Licensed Property for any emergency or threat to the health and safety of persons or property.

By signing below LICENSEE acknowledges to have read, understands and agrees to the terms and conditions written above, and agrees to be bound by the same.

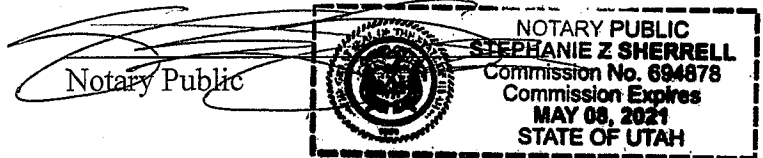
LICENSEE

Allen Argyle
By: Allen Argyle
Its: Authorized Agent

State of Utah)
County of Salt Lake) :ss

On this 2nd day of July, 2019,
personally appeared before me Allen Argyle [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 Authorized Agent [title], of LCO Construction [name of entity], a
LLC, and said document was signed by him/her in behalf of said entity by
authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to
me that said entity executed the same.

LICENSE APPROVED BY:



AGENCY

By: _____
Its: _____

By: _____
Its: _____

ATTESTED

Secretary