A Special Regular Electronic Meeting of the West Valley City Redevelopment Agency will be held on 5/18/2021 at 6:30 PM.

Pursuant to Utah Code Ann. § 52-4-207(4), West Valley City has determined that this meeting will be held electronically without an anchor location given the ongoing Novel Coronavirus (COVID-19) pandemic. West Valley City has determined the pandemic presents a substantial risk to the health and safety of those who may be present at an anchor location. This meeting will be held electronically. Members of the press and public are invited to view this meeting live on YouTube at https://www.youtube.com/user/WVCTV.

KAREN LANG, CHAIR
STEVE BUHLER, VICE CHAIR

A G E N D A

1. Call to Order- Chair Karen Lang

2. Opening Ceremony

3. Roll Call

4. Approval of Minutes:

   A. May 4, 2021 (Regular Meeting)

5. Resolutions:

- 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.

A. 21-03: Approve a Business Stabilization and Revitalization Grant Agreement for Garff-WVF, LLC

B. 21-04: Approve a Business Stabilization and Revitalization Grant Agreement for M&M Sports, LLC

6. Adjourn

MINUTES OF RDA REGULAR ELECTRONIC MEETING – MAY 4, 2021
-1-

THE WEST VALLEY CITY REDEVELOPMENT AGENCY MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, MAY 4, 2021, AT 7:00 P.M. THE MEETING WAS CALLED TO ORDER BY CHAIRPERSON LANG.

THIS MEETING WAS HELD ELECTRONICALLY.

THE FOLLOWING MEMBERS WERE PRESENT ELECTRONICALLY:

Karen Lang, Chair
Ron Bigelow
Lars Nordfelt
Don Christensen
Steve Buhler
Jake Fitisemanu

ABSENT:

Tom Huynh

STAFF PRESENT ELECTRONICALLY:

Wayne Pyle, City Manager
Nichole Camac, Secretary
Nicole Cottle, Assistant City Manager/General Counsel
Steve Pastorik, CED Director
Eric Bunderson, City Attorney
Scott Buchanan, Acting 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
John Flores, HR Director

APPROVAL OF MINUTES OF SPECIAL MEETING HELD MARCH 16, 2021

The Agency considered the Minutes of the Special Meeting held March 16, 2021. There were no changes, corrections or deletions.

Mr. Buhler moved to approve the Minutes of the Special Meeting held March 16, 2021. Mr. Bigelow seconded the motion.

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

DRAFT

RESOLUTION 21-02: ADOPT A TENTATIVE BUDGET AND SET FORTH PROPOSED APPROPRIATIONS FOR THE SUPPORT OF THE REDEVELOPMENT AGENCY FOR THE FISCAL YEAR COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022; SET JUNE 1, 2021 AS THE DATE FOR THE PUBLIC HEARING

Wayne Pyle, Chief Executive Officer, presented proposed Resolution 20-02 that would adopt a tentative budget and set forth proposed appropriations for the support of the Redevelopment Agency for the Fiscal Year commencing July 1, 2021 and ending June 30, 2022; set June 1, 2021 as the date for the Public Hearing.

Written documentation previously provided to the Redevelopment Agency included information as follows:

> This resolution adopts the tentative budget for the Redevelopment Agency of West Valley City for the 2021-2022 fiscal year and sets a date for public comment at a hearing on June 1, 2021.
>
> The Redevelopment Agency will adopt a tentative budget that will be 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 the final adoption of this tentative budget for FY 2021-2022.

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

Mr. Bigelow moved to approve Resolution 21-02.

Mr. Christensen seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Mr. Buhler	Yes
Mr. Huynh	Absent
Mr. Bigelow	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Chair Lang	Yes

Unanimous.

DRAFT

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY REDEVELOPMENT AGENCY THE REGULAR MEETING OF TUESDAY, MAY 4, 2021, WAS ADJOURNED AT 7:03 P.M. BY CHAIRPERSON LANG.

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, May 4, 2021.

_____
Nichole Camac
Secretary

DRAFT

Item:
Fiscal Impact: $250,000
Funding Source: RDA
Account #: _____
Budget Opening Required: ☐

ISSUE:

This resolution approves an Agreement between the West Valley City Redevelopment Agency (RDA) and Garff-WVF, LLC (KGF) that will allow for KGF to make improvements to the Ford Auto Dealership and to participate in the RDA Business Stabilization and Improvement Grant program.

SYNOPSIS:

This is the first of multiple Business Stabilization and Improvement Grants. This agreement with KGF directs improvements at the dealership. The Parties agree that the improvements being required will create a more inviting space for customers. Further, in an effort to solidify and perpetuate the success of the City's larger businesses long into the future thereby avoiding necessary redevelopment, this agreement also provides for a matching grant. KGF is essential retail business in West Valley City. In an effort to extend the life of the building and property, continual reinvestment is necessary to avoid potential relocation due to outdated facilities.

The Economic DevelopmentDepartment uses data and market studies to curate various programs which provide the greatest return on any RDA investment. This program is an explicit result of that targeted use of funds.

BACKGROUND:

The Business Stabilization and Improvement Grant was set up to assist targeted High Visibility West Valley City businesses in upgrading their image, presence and sustainability. It is also targeted at ensuring that these power producers invest in their locations and remain successful long into the future. The Grant is a match dollar per dollar with parameters around improving visual aesthetics i.e. landscaping, business façade, signage etc. The goal of this grant isto raise the image and quality of some of our local businesses while also requiring private reinvestment.

RECOMMENDATION:
The WVC RDA Administrator recommends approval.

SUBMITTED BY:
Mark Nord, West Valley City Redevelopment Agency.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUSINESS STABILIZATION AND REVITALIZATION GRANT AGREEMENT FOR GARFF-WVF, LLC.

WHEREAS, the Agency has established a business stabilization and revitalization fund; and

WHEREAS, the Agency desires to use monies from said fund to support reinvestment in businesses in critical locations in the City; and

WHEREAS, Garff-WVF, LLC ("Grantee") has submitted plans for upgrades at Ken Garff Ford; and

WHEREAS, the Agency desires to offer grant support for said upgrades; and

WHEREAS, a Business Stabilization and Revitalization Grant Agreement (the "Agreement") has been prepared between the Agency and Grantee setting forth the terms on which the Agency will provide grant support; and

WHEREAS, the Board of Directors of the Redevelopment Agency of West Valley City finds that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of West Valley City 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 on behalf of the Agency, subject to approval of the final form of the Agreement by the City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____ _____, 2021.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

_____
CHAIR

ATTEST:

_____
SECRETARY

BUSINESS STABILIZATION AND REVITALIZATION GRANT AGREEMENT

THIS BUSINESS STABILIZATION AND REVITALIZATION GRANT AGREEMENT (the "Agreement") is entered into as of the ____ day of _____, 2021, between the Redevelopment Agency of West Valley City, a governmental entity organized under the laws of the State of Utah (the "Agency") and Garff-WVF, LLC d/b/a Ken Garff West Valley Ford, a Utah limited liability company, ("Recipient") (collectively the "Parties").

W I T N E S S E T H:

WHEREAS, the Agency has established a business stabilization and revitalization grant program to encourage reinvestment in key business and commercial locations within the City; and

WHEREAS, the Recipient has submitted plans for a project that would upgrade certain facilities; and

WHEREAS, the Agency, on the basis of the foregoing, is willing to assist Recipient in accordance with the provisions of this Agreement;

NOW, THEREFORE, each of the Parties hereto, for and in consideration of the mutual promises and performances set forth herein, does covenant and agree as follows:

1. Definitions.

    a. "Grant" shall mean the lesser of (i) one half of the verified cost of the Improvements or (ii) $250,000.
    b. "Improvements" shall mean the additions and upgrades depicted in Exhibit A, which is hereby incorporated into this Agreement.

2. Conditions Precedent to the Grant. The Agency shall pay the Grant to Recipient within 30 days of the fulfillment of all of the following conditions, all of which must be satisfied no later than one year after the execution of this Agreement.

    a. The Improvements shall be substantially completed to the Agency's reasonable satisfaction. The condition set forth in this clause (a) shall be deemed satisfied upon the Agency's receipt of a certificate of substantial completion from Recipient's general contractor for the Improvements and upon verification of substantial completion by the Agency.
    b. Recipient shall obtain all required permits and approvals to complete the Improvements and allow public occupancy.
    c. Recipient shall submit satisfactory proof of the cost of the Improvements and that said cost has been paid in full by the Recipient, except the portion thereof that will be paid using the Grant.
    d. Recipient shall have no outstanding citations or notices of violation involving any property owned, managed, or operated by Recipient within the City.

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

4. Notices. A notice or communication under this Agreement, by either Party to the other, shall be sufficiently given or delivered, if given in writing by personal service, express mail, FedEx, DHL, email or any other similar form of courier or delivery service, or electronic mail, or mailing in the United States mail, postage prepaid, certified, return receipt requested and addressed to such Party as follows:

    a. In the case of a notice or communication to the Agency, Executive Director, 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 Recipient: 111 E. Broadway, Suite 900, Salt Lake City, Utah 84111.

    c. Notice to any Party may be addressed in such other way that Party may, from time to time, designate in writing dispatched as provided in this Section.

5. 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.

6. 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.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

8. 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.

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

10. 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.

11. Time. Time is of the essence of this Agreement.

12. 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.

13. No Waiver. Failure on the part of a Party to complain of any action or non-action on the part of the other Parties, no matter how long the same may continue, shall not be deemed to be a waiver by such Party of any of its rights hereunder. The consent or approval by a Party to or of any action of the other Parties requiring such consent or approval shall not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act.

14. Severability. 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**.**

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 Recipient, the City, and the Agency.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

(Signatures follow)

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

_____

CHAIR

_____

CHIEF EXECUTIVE OFFICER

ATTEST:

_____

SECRETARY

APPROVED AS TO FORM
Agency Attorney
By: Brandon Hill
Date: 4/13/2021

GARFF-WVF, LLC

_____

Brett Godfrey - Senior Director of Facilities

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 27 day of April, 2021, personally appeared before me Brett Godfrey, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he or she is the Senior Director of Facilities [title] of Garff-WVF, LLC, and that this Agreement was signed by him or her in behalf of said entity by authority of its members or of its Articles of Organization, and he or she acknowledged to me that said entity executed the same.

Tina Bourgeois

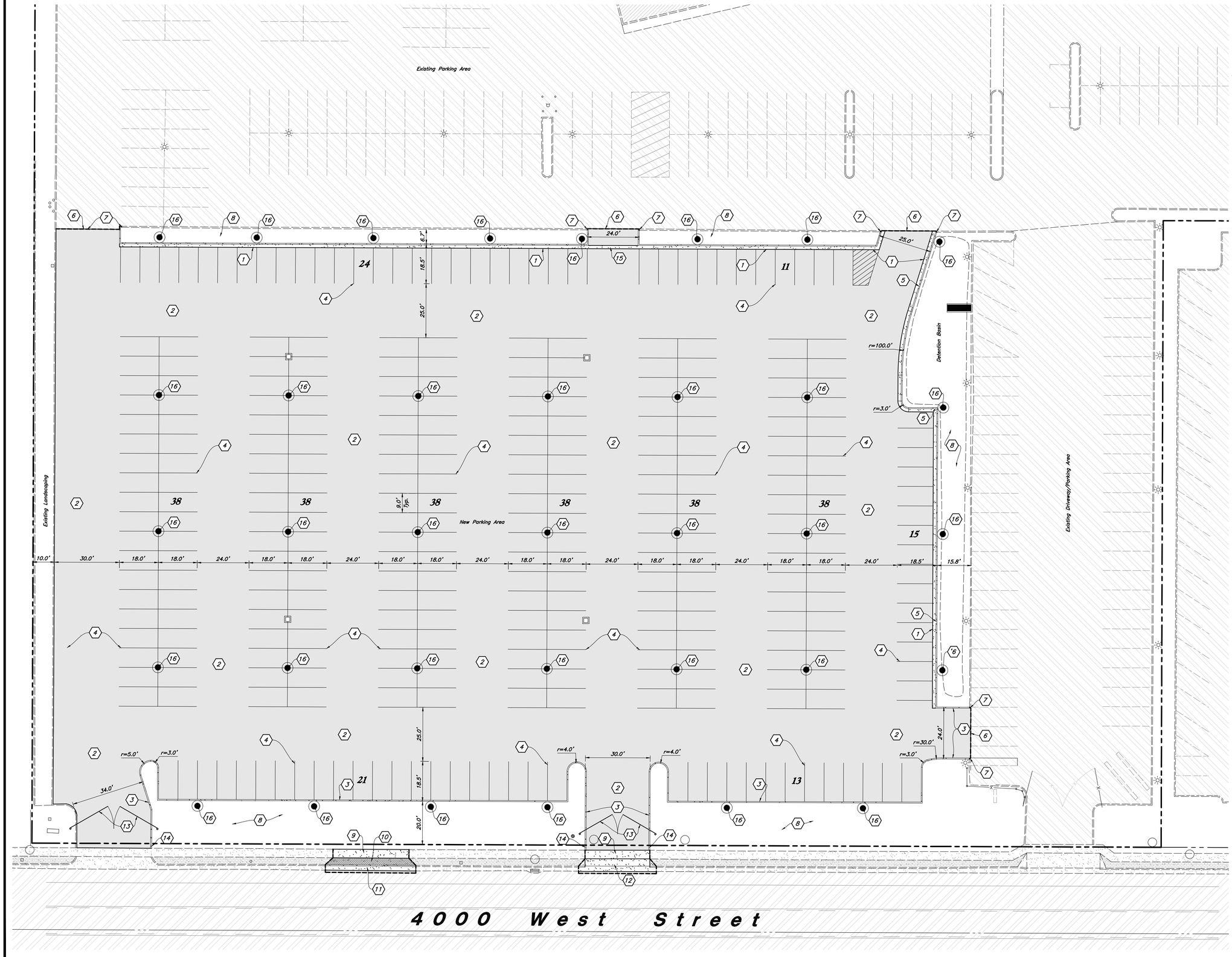
_____

Notary Public

TINA BOURGEOIS
Notary Public State of Utah
My Commission Expires on:
December 29, 2024
Comm. Number: 715937

EXHIBIT A

IMPROVEMENTS



Scale: 1" = 20'

20' 0 20' 40'

Site Construction Notes

1. Const. 24" Curb & Gutter (1 C4.1)
2. Const. Asphalt Paving (2 C4.1)
3. Const. 6" Curb Wall (4 C4.1)
4. Const. 4" White Paint Stripe (Typ.) Contractor shall provide 15 mils min. thickness
5. Const. Curb Cut (3 C4.1)
6. Sawcut; Provide Smooth Clean Edge
7. Conn. & Match Existing Improvements
8. Const. Landscape Edging (Coordinate w/ Landscape Plan)
9. Const. Conc. Sidewalk to match Exist. per APWA Plan No. 231
10. Const. Patterned Concrete Park Strip to match Exist per APWA Plan No. 232.1
11. Const. Concrete Curb & Gutter (Type A) to match Exist. per APWA Plan No. 205.1
12. Const. Drive Approach per APWA Plan No. 221.1
13. Const. Swing Gate
14. Const. Curb Transition (7 C4.1)
15. Const. 24" Conc. Waterway (9 C4.1)
16. Const. Light Pole (Coordinate with Site Electrical Plan)

General Site Notes:

1. All dimensions are to back of curb unless otherwise noted.
2. Fire lane markings and signs to be installed as directed by the Fire Marshal.
3. Aisle markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
4. Const. curb transition at all points where curb abuts sidewalk, see detail.
5. Contractor shall place asphalt paving in the direction of vehicle travel where possible.
6. Limits of demolition/disturbed areas shown on the plans may not be an exact depiction. It is the contractor's responsibility to determine the means and methods of how the work will be completed. The contractor shall determine the area of construction impact. The contractor is responsible to restore all impacted areas and all restoration shall be part of the contract bid.

Not For Construction

REV	DATE	DESCRIPTION

Designed by: KR
Drafted by: AM
Client Name:
Ken Garff Automotive Group
20-193SP

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-3529 – AWengineering.net

Site Plan

Ken Garff West Valley Ford

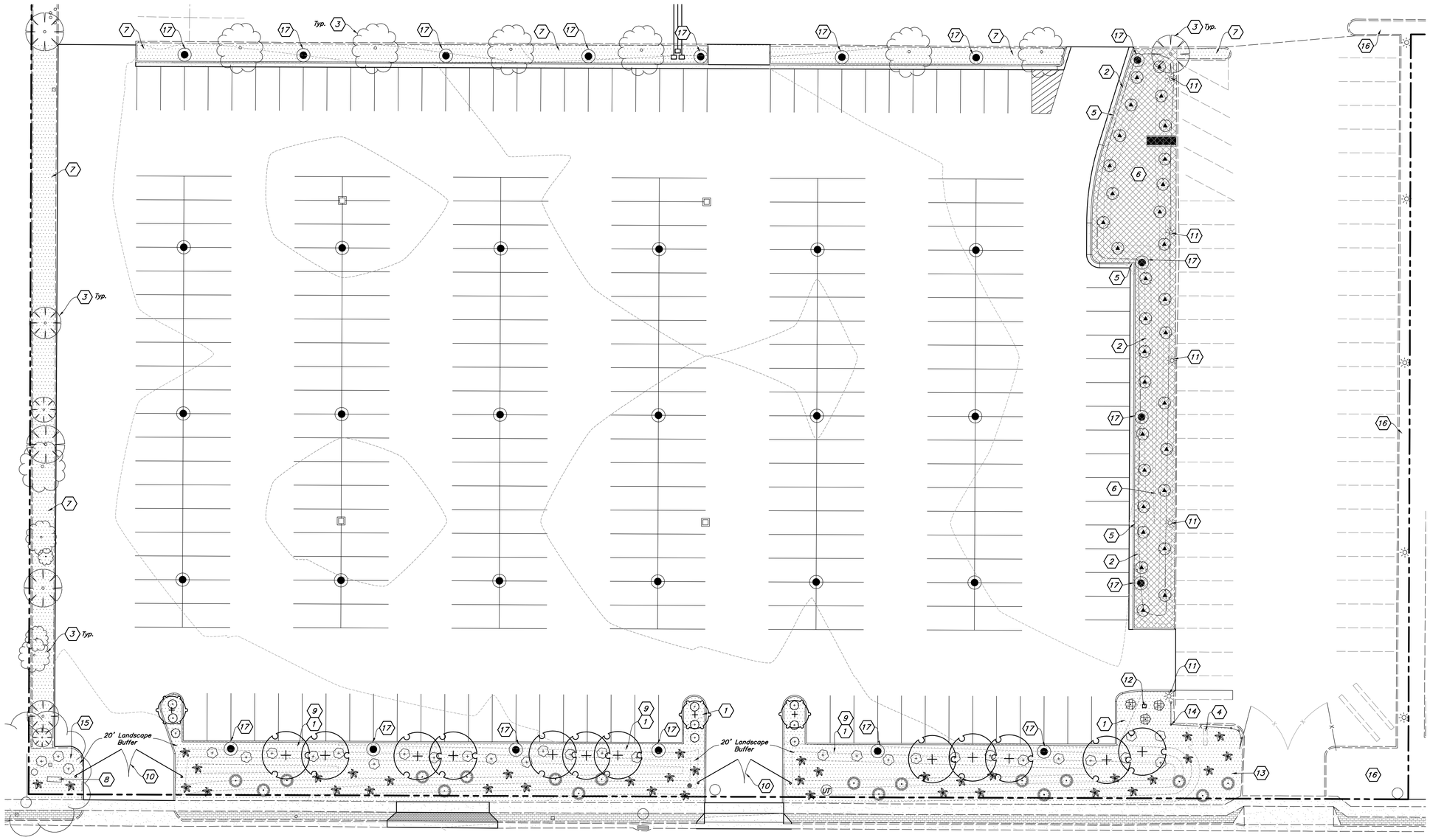
4091 West 3500 South
West Valley City, Utah 84120

LICENSED PROFESSIONAL ENGINEER No. 9031547 Troy Wolverton STATE OF UTAH

December 22, 2020

14 Dec, 2020

SHEET NO.
C1.1



Scale: 1" = 20'

20' 0 20' 40'

Landscape Data

Improved Existing Landscape = 5,046 s.f.
New Landscape Provided = 13,650 s.f.
4000 South Landscape Buffer = 7,460 s.f.
1 Tree per 600 s.f. of Landscape Buffer: 12 Required
Landscape Buffer Trees Provided = 12 Trees *
4 Shrubs per Tree = 48+ Shrubs Provided
50% Live Plant Material Coverage
Parking Lot Stalls = 312 Stalls
Parking Lot LS Required (312 Stalls @ 15 s.f.) = 4,680 s.f.
Parking Lot LS Provided = 5,077 s.f.
5+ Parking Lot Stalls = 3' High Landscape Berm Provided
50% Plant Coverage in New Landscape Areas

****Trees Have Been Selected From the West Valley Landscape Buffer List Without Overhead Utilities***

Landscape Notes:

1. See Sheet L3.1 for Planting Details.
2. All Landscape Material shall be Fully Irrigated by an Automatic Irrigation System. See Sheet L2.1 for Irrigation Layout. See Sheet L3.1 for Irrigation Details.
3. Adjust Plant Material as Needed to Accommodate New and Existing Utilities.
4. Edging Shall not be Used Between Different Size Stones.
5. Five Trees Shall be Removed to Make Way for New Site.
3. Prior to Installing Topsoil in Landscape Areas, the Landscape Contractor Shall Provide the Landscape Architect a Soil Report From a Qualified Soil Testing Agency. Topsoil Shall be Amended per Soil Report Recommendations. See Landscape Note #17 for More Detail.
4. Prior to Installing Stone, Apply an Application of Pre-emergent Herbicide.

Landscape Keynotes

1. Install Weed Barrier and Decorative Stone #1 in Shrub Planter
2. Install Weed Barrier and Decorative Stone #2 in Shrub Planter
3. Existing Trees Shall Remain and be Protected
4. Existing Monument Sign to Remain
5. Curb Cut; Verify That Top of Stone is Slightly Below Top of Concrete to Allow Stormwater to Freely Flow into Pond and Not Get Backed up; Plant Material Shall not be Planted at Pond Inlet, Adjust Plant Material as Needed
6. Detention Pond
7. Remove Existing Wood Mulch; Verify Quality of Existing Weed Barrier and Reuse if in Good Condition; Replace Weed Barrier if Needed; Install Decorative Stone #1 Where Shown on Plan; Protect Existing Irrigation to Trees and Shrubs
8. Existing Elect. Transformer
9. Const. 3' High Landscape Berm in Shrub Planter (Slope 3:1); See Grading Plan for More Detail
10. New Swing Security Gate – See Civil Plans for More Detail
11. New/Existing Light Pole – See Site Elect.
12. New Irrigation Pedestal for Irrigation Controller – See Irrigation Plan for More Detail
13. Existing Lawn Around Sign Shall be Grubbed Out and Removed; Install Landscape as Needed to Accommodate Existing Utilities
14. Existing Short Chain Fence to Remain
15. Remove Existing Wood Mulch; Verify Quality of Existing Weed Barrier and Reuse if in Good Condition; Replace Weed Barrier if Needed; Install Decorative Stone #1 with Plant Material Shown on Plan
16. Existing Landscape
17. New Light Pole – See Site Elect. Plan

UT – Existing Utility Box or Manhole; Adjust Landscape as Needed to Accommodate Existing Utilities

PLANT SCHEDULE

TREES	QTY	BOTANICAL / COMMON NAME	SIZE	REMARKS
	3	Quercus robur 'Skyrocket' / Skyrocket English Oak	2" Cal. / 6-8' Ht.	Detail: 2/L3.1
	12	Zelkova serrata 'Musashino' / Musashino Zelkova	2" Cal. / 6-8' Ht.	Detail: 2/L3.1
SHRUBS	**QTY**	**BOTANICAL / COMMON NAME**	**SIZE**	**REMARKS**
	31	Cornus sericea 'Bailey' / Bayley's Red Twig Dogwood	5 gal	Detail: 1/L3.1
	3	Euonymus alatus 'Compactus' / Compact Burning Bush	5 gal	Detail: 1/L3.1
	9	Spiraea x bumalda 'Anthony Waterer' / Anthony Waterer Spiraea	5 gal	Detail: 1/L3.1
GROUNDCOVER	**QTY**	**BOTANICAL / COMMON NAME**	**SIZE**	**REMARKS**
	18	Juniperus sabina 'Buffalo' / Buffalo Juniper	5 gal	Detail: 1/L3.1
	31	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac	2 gal	Detail: 1/L3.1
	38	Rosa x 'Meigalpio' / Red Drift Rose	5 gal	Detail: 1/L3.1

MATERIAL SCHEDULE

Decorative Stone #1 – Install over Dewitt Pro5 Weed Barrier in New Shrub Areas and Existing Where Shown on Plan; Stone Shall be 1 1/2" Diameter Tan Colored Stone From Staker Parson Copper Canyon Pit (385-239-0804); Wash Stone Prior to Installation; Install a Four (4) Inch Depth — Detail: 3/L3.1

Decorative Stone #2 – Install over Dewitt Pro5 Weed Barrier in Detention Pond Where Shown on Plan; Stone Shall be 2-4" Diameter Tan Colored Stone From Staker Parson Copper Canyon Pit (385-239-0804); Wash Stone Prior to Installation; Install at Five (5) Inch Depth; Secure and Interlock Stone at Curb Cuts Entering the Pond to Prevent Stone From Entering into the Pond — Detail: 3/L3.1

Landscape Water Allowance

Total Landscape = 13,650 s.f

Month	ET_o	Allowance
January	0.00"	0.00 Gal
February	0.29"	2,454 Gal
March	0.86"	7,278 Gal
April	2.01"	17,011 Gal
May	3.59"	30,382 Gal
June	5.07"	42,907 Gal
July	6.92"	58,564 Gal
August	6.01"	50,863 Gal
September	3.70"	31,313 Gal
October	1.90"	16,080 Gal
November	0.59"	4,993 Gal
December	0.23"	1,946 Gal
Yearly Total	31.17"*	263,792 Gal

Know what's below. Call before you dig.

Not For Construction

REV	DATE	DESCRIPTION

Designed by: KR
Drafted by: AM
Client Name:
Ken Garff Automotive Group

20-193LS

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-3529 – AWengineering.net

Landscape Plan

Ken Garff West Valley Ford

4091 West 3500 South
West Valley City, Utah 84120

State of Utah – Licensed Professional Landscape Architect
Jared R. Manscill
No. 7740426-5301
12/14/2020

14 Dec, 2020

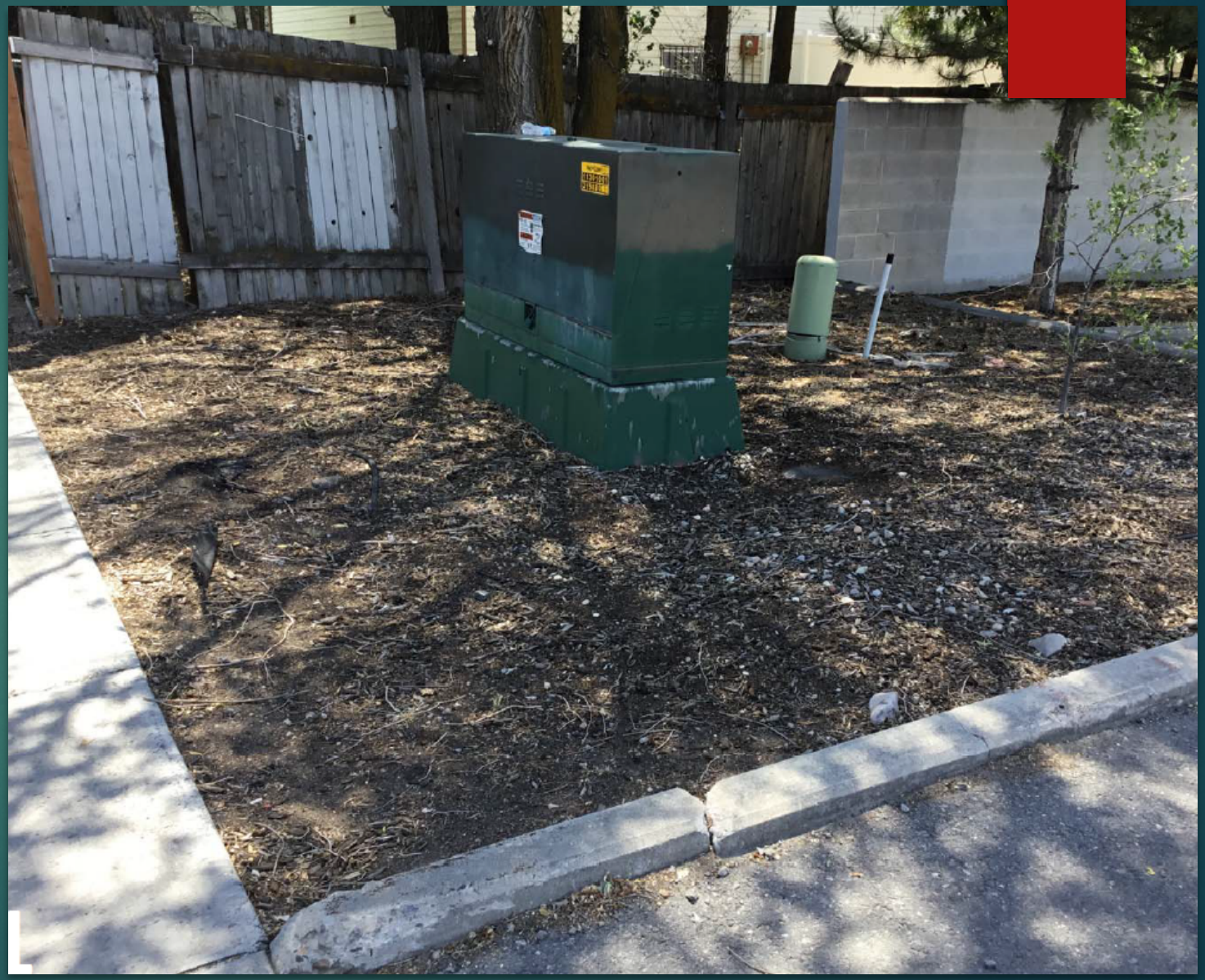
SHEET NO.
L1.1

W:\20-193 Ken Garff West Valley Ford\dwgs\20-193LS.dwg, 12/15/2020 9:41:55 AM, 1:1

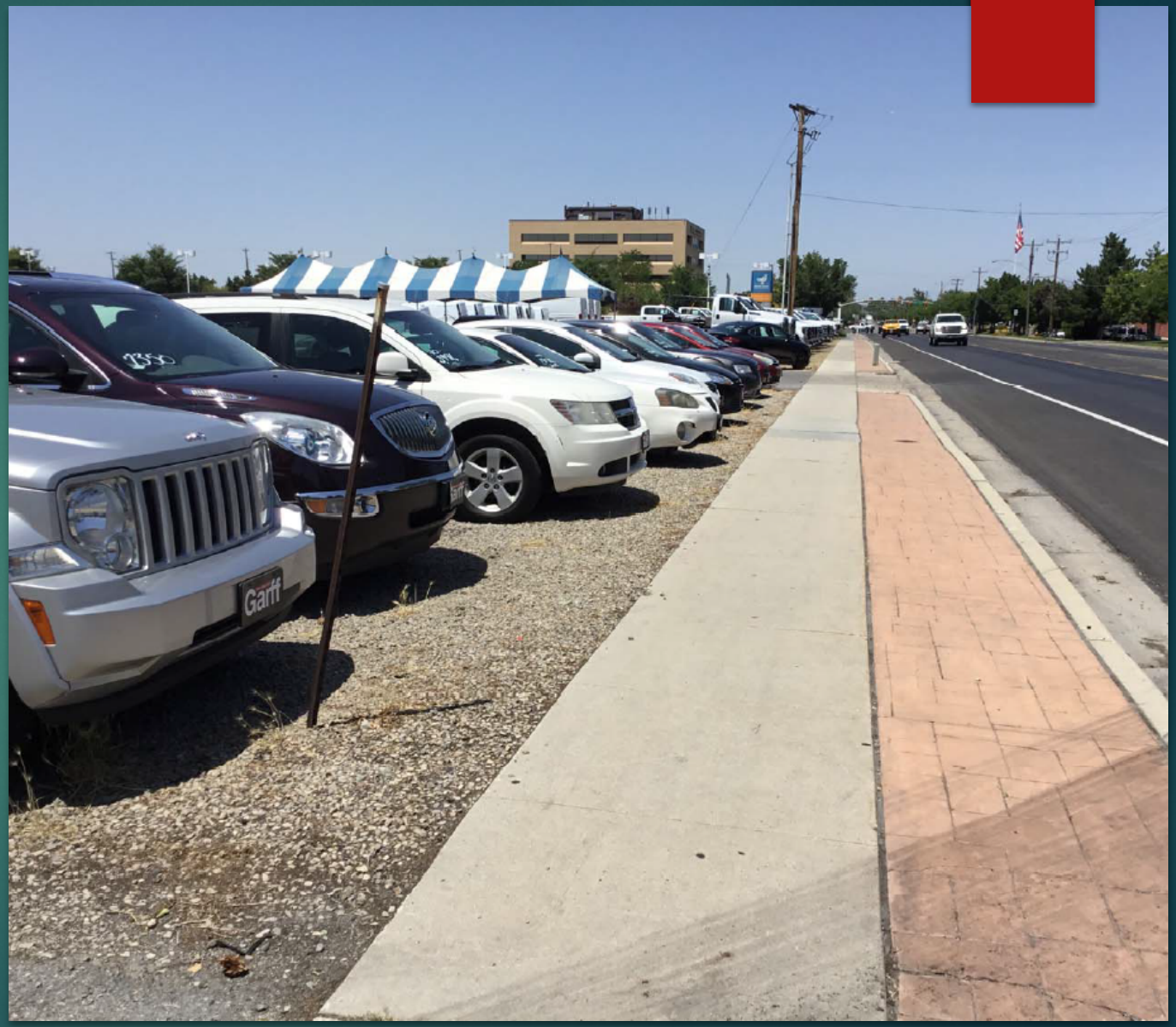
BUSINESS STABILIZATION GRANT

Ken Garff Ford Dodge

- Extend wall to within 1’ of sidewalk
- install shrubs and mulch
- paint the entire wall one consistent color



- 20’ of landscaping with a 3’ berm along 4000 W
- trees every 30’ and at least 50% live plant material within the 20’



Remove gravel and garbage



- Install trees every 30’ with shrubs between the trees
- install mulch along entire south side

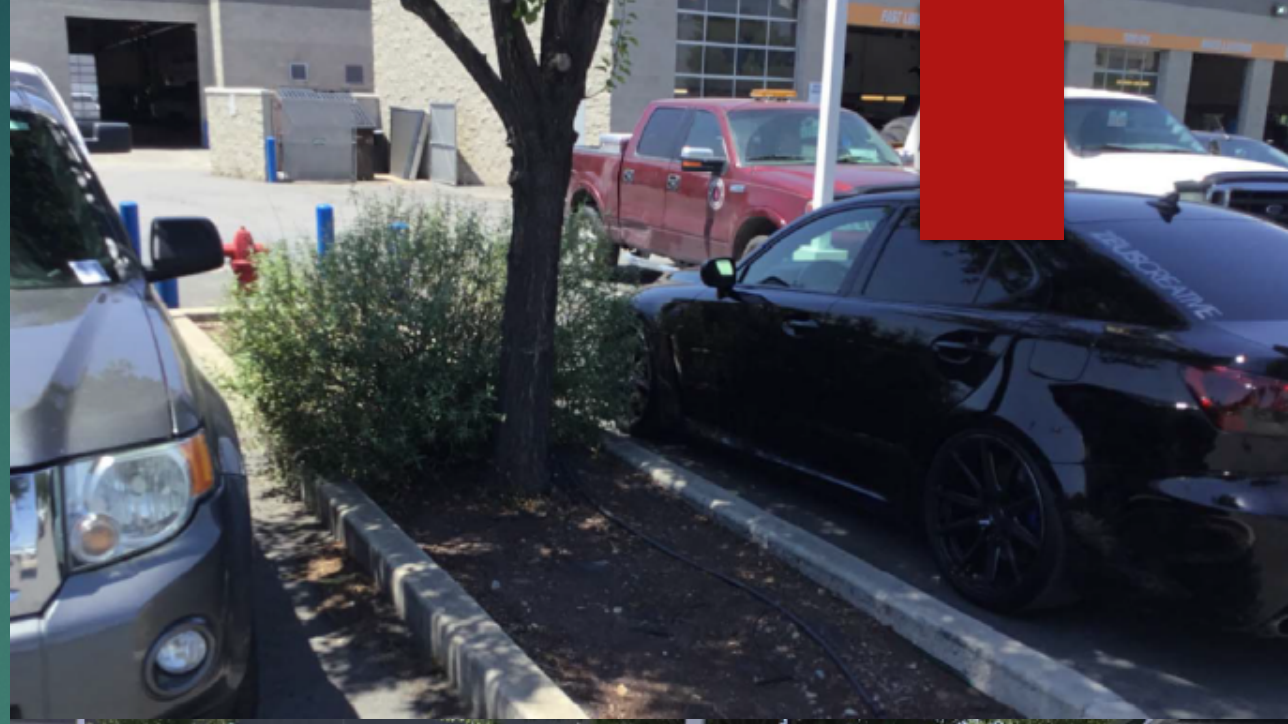




Install shrubs and mulch



Install tree, shrubs and mulch



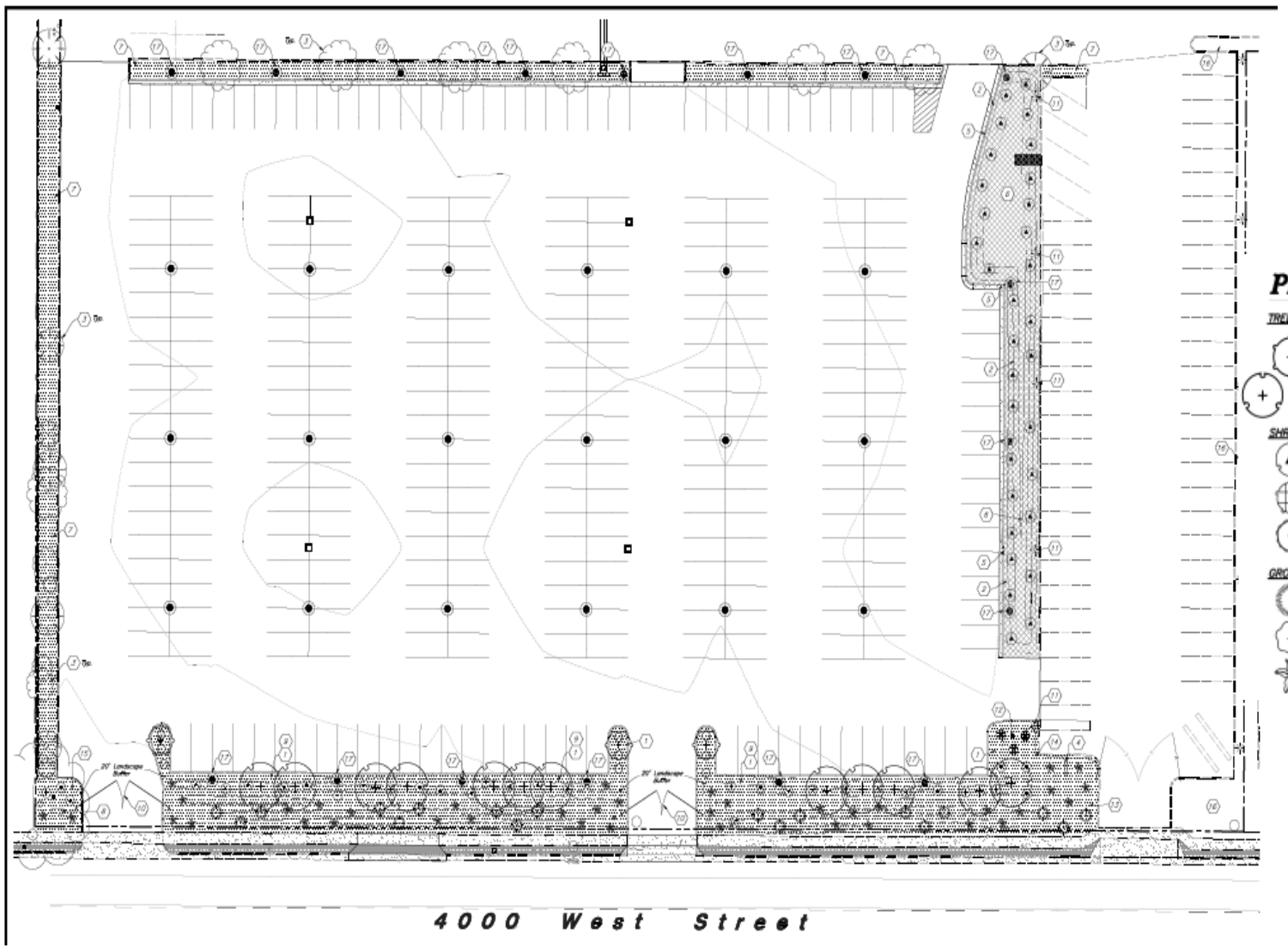


Replace grass



Install trees within the 20’ of grass





PLANT SCHEDULE

TREES	QTY	BOTANICAL / COMMON NAME	SIZE	REMARKS
	3	Quercus robur 'Skyrocket' / Skyrocket English Oak	2" Cal. / 6–8' Ht.	Detail: 2/L3.1
	12	Zelkova serrata 'Musashino' / Musashino Zelkova	2" Cal. / 6–8' Ht.	Detail: 2/L3.1
SHRUBS	**QTY**	**BOTANICAL / COMMON NAME**	**SIZE**	**REMARKS**
	31	Cornus sericea 'Baileyi' / Bayley's Red Twig Dogwood	5 gal	Detail: 1/L3.1
	3	Euonymus alatus 'Compactus' / Compact Burning Bush	5 gal	Detail: 1/L3.1
	9	Spiraea x bumalda 'Anthony Waterer' / Anthony Waterer Spiraea	5 gal	Detail: 1/L3.1
GROUNDCOVER	**QTY**	**BOTANICAL / COMMON NAME**	**SIZE**	**REMARKS**
	18	Juniperus sabina 'Buffalo' / Buffalo Juniper	5 gal	Detail: 1/L3.1
	31	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac	2 gal	Detail: 1/L3.1
	38	Rosa x 'Meigalpio' / Red Drift Rose	5 gal	Detail: 1/L3.1

Item:
Fiscal Impact: $200,000
Funding Source: RDA _____
Account #: _____
Budget Opening Required:

ISSUE:

This resolution approves an Agreement between the West Valley City Redevelopment Agency (RDA) and Karl Malone Plaza Cycle (KMPC) that will allow for KMPC to make improvements, expand its showroom, and create a connection over the canal in order to adjoin the two properties and make it feasible to consolidate all power sports brands to West Valley City.

SYNOPSIS:

This is one of multiple Business Stabilization and Improvement Grants. This agreement with KMPC directs improvements at the property. The Parties agree that the improvements being required will pave the way to connect the existing KMPC property with the two properties in order to make it feasible to bring the newly acquired High Adventure Power Sports & Marine to West Valley City. Further, in an effort to beautify the streetscape, rejuvenate the landscape, and add attractive merchandise display areas. This grant will solidify KMPC as a long-term member of the West Valley City family of business for the long run and open the way for the new acquisition to consolidate to this site. The Economic Development Department uses data and market studies to curate various programs which provide the greatest return on any RDA investment. This program is an explicit result of that targeted use of funds.

BACKGROUND:

The Business Stabilization and Improvement Grant was set up to assist targeted High Visibility West Valley City businesses in upgrading their image, presence and sustainability. It is also targeted at ensuring that these power producers invest in their locations and remain successful long into the future. The Grant is a match dollar per dollar up to $200,000 with parameters around improving visual aesthetics i.e. landscaping, business façade, signage etc. The goal of this grant is to raise the image and quality of some of our local businesses while also requiring private reinvestment.

RECOMMENDATION:

The WVC RDA Administrator recommends approval.

SUBMITTED BY:

Mark Nord, West Valley City Redevelopment Agency.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUSINESS STABILIZATION AND REVITALIZATION GRANT AGREEMENT FOR M&M SPORTS, LLC.

WHEREAS, the Agency has established a business stabilization and revitalization fund; and

WHEREAS, the Agency desires to use monies from said fund to support reinvestment in businesses in critical locations in the City; and

WHEREAS, M&M Sports, LLC ("Grantee") has submitted plans for upgrades at Plaza Cycle; and

WHEREAS, the Agency desires to offer grant support for said upgrades; and

WHEREAS, a Business Stabilization and Revitalization Grant Agreement (the "Agreement") has been prepared between the Agency and Grantee setting forth the terms on which the Agency will provide grant support; and

WHEREAS, the Board of Directors of the Redevelopment Agency of West Valley City finds that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of West Valley City 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 on behalf of the Agency, subject to approval of the final form of the Agreement by the City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____ _____, 2021.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

_____
CHAIR

ATTEST:

_____
SECRETARY

BUSINESS STABILIZATION AND REVITALIZATION GRANT AGREEMENT

THIS BUSINESS STABILIZATION AND REVITALIZATION GRANT AGREEMENT (the "Agreement") is entered into as of the ____ day of _____, 2021, between the Redevelopment Agency of West Valley City, a governmental entity organized under the laws of the State of Utah (the "Agency") and M&M Sports, LLC, a Utah limited liability company, ("Recipient") (collectively the "Parties").

W I T N E S S E T H:

WHEREAS, the Agency has established a business stabilization and revitalization grant program to encourage reinvestment in key business and commercial locations within the City; and

WHEREAS, the Recipient has submitted plans for a project that would upgrade certain facilities; and

WHEREAS, the Agency, on the basis of the foregoing, is willing to assist Recipient in accordance with the provisions of this Agreement;

NOW, THEREFORE, each of the Parties hereto, for and in consideration of the mutual promises and performances set forth herein, does covenant and agree as follows:

1. Definitions.

    a. "Grant" shall mean the lesser of (i) one half of the verified cost of the Improvements or (ii) $200,000.
    b. "Improvements" shall mean the additions and upgrades depicted in Exhibit A, which is hereby incorporated into this Agreement.

2. Conditions Precedent to the Grant. The Agency shall pay the Grant to Recipient within 30 days of the fulfillment of all of the following conditions, all of which must be satisfied no later than one year after the execution of this Agreement.

    a. The Improvements shall be substantially completed to the Agency's reasonable satisfaction. The condition set forth in this clause (a) shall be deemed satisfied upon the Agency's receipt of a certificate of substantial completion from Recipient's general contractor for the Improvements and upon verification of substantial completion by the Agency.
    b. Recipient shall obtain all required permits and approvals to complete the Improvements and allow public occupancy.
    c. Recipient shall submit satisfactory proof of the cost of the Improvements and that said cost has been paid in full by the Recipient, except the portion thereof that will be paid using the Grant.
    d. Recipient shall have no outstanding citations or notices of violation involving any property owned, managed, or operated by Recipient within the City.

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

4. Notices. A notice or communication under this Agreement, by either Party to the other, shall be sufficiently given or delivered, if given in writing by personal service, express mail, FedEx, DHL, email or any other similar form of courier or delivery service, or electronic mail, or mailing in the United States mail, postage prepaid, certified, return receipt requested and addressed to such Party as follows:

    a. In the case of a notice or communication to the Agency, Executive Director, 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 Recipient: 361 E. Bridlewalk Lane, Murray, Utah 84107.

    c. Notice to any Party may be addressed in such other way that Party may, from time to time, designate in writing dispatched as provided in this Section.

5. 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.

6. 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.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

8. 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.

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

10. 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.

11. Time. Time is of the essence of this Agreement.

12. 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.

13. No Waiver. Failure on the part of a Party to complain of any action or non-action on the part of the other Parties, no matter how long the same may continue, shall not be deemed to be a waiver by such Party of any of its rights hereunder. The consent or approval by a Party to or of any action of the other Parties requiring such consent or approval shall not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act.

14. Severability. 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**.**

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 Recipient, the City, and the Agency.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

(Signatures follow)

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

_____

CHAIR

_____

CHIEF EXECUTIVE OFFICER

ATTEST:

_____

SECRETARY

APPROVED AS TO FORM
Agency Attorney
By: Brandon Hill
Date: 4/13/2021

M&M SPORTS, LLC

_____

Andrew C Madsen

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 16 day of April, 2021, personally appeared before me Andrew C Madsen, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he or she is the See / Trer [title] of M&M Sports, LLC, and that this Agreement was signed by him or her in behalf of said entity by authority of its members or of its Articles of Organization, and he or she acknowledged to me that said entity executed the same.

_____

Notary Public

JOY JAMES
Notary Public State of Utah
My Commission Expires on:
December 14, 2022
Comm. Number: 703688

EXHIBIT A

IMPROVEMENTS

EXHIBIT A

IMPROVEMENTS

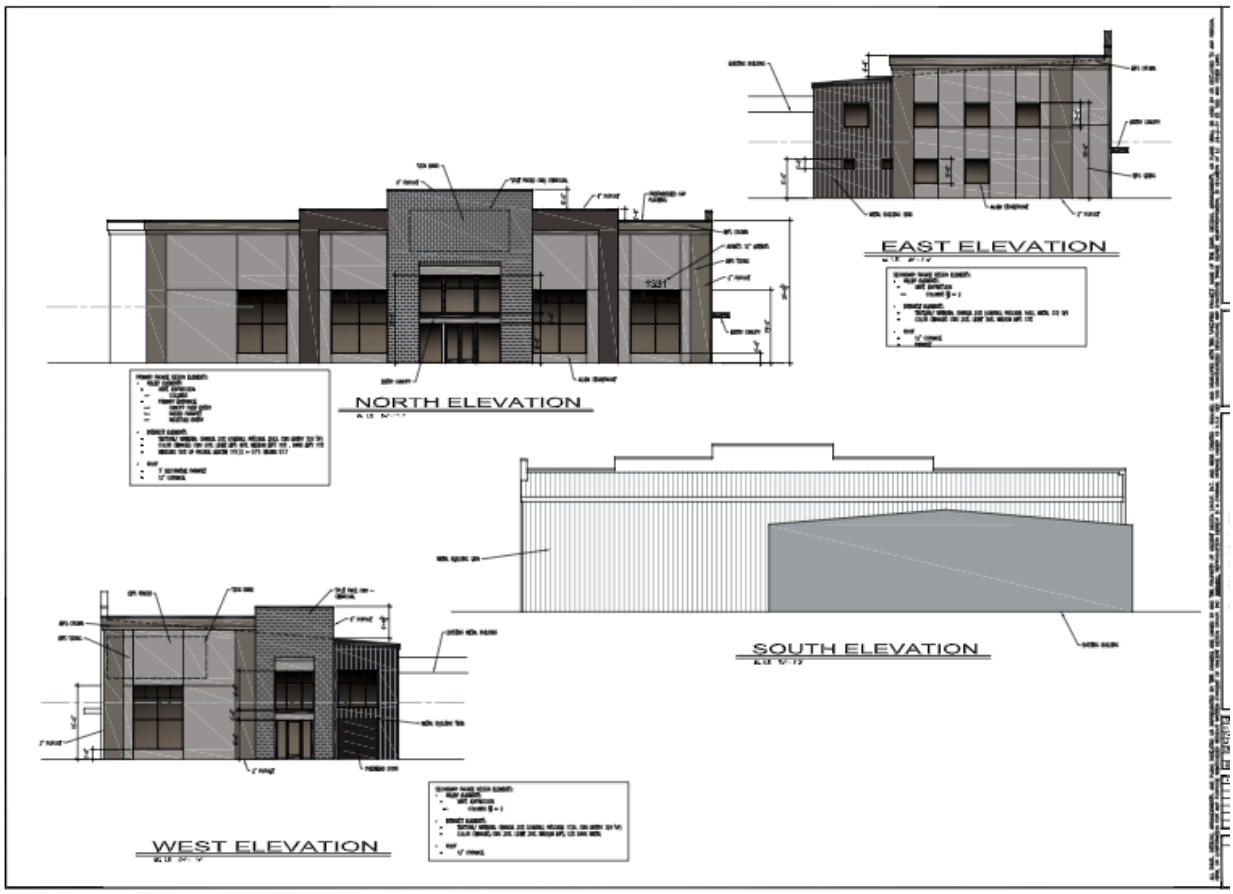
One of the main constraints that would prevent High Adventure Power Sports & Marine from consolidating to the Plaza Cycle site is enough parking area to store inventory and service center space. (see figure 1) The current situation as outlined in red shows the existing Karl Malone Plaza Cycle location. The ability to consolidate the new High Adventure Power Sports & Marine to this location is not possible based on the size restrictions of the existing site and the ability to store inventory, operate a showroom sales center and a service center. The area outlined in yellow is the canal that runs in between the former Highland Golf site and Karl Malone Plaza Cycle. The proposed idea is for Karl Malone Plaza Cycle to acquire the Highland Golf site (outlined in blue) and convert it into an area where inventory can be stored, a service center can be located and provide for nearly 8,000 SF of additional showroom space (see figure 2). Currently the canal poses a problem and impedes the two sites from connecting and functioning in an efficient manner.

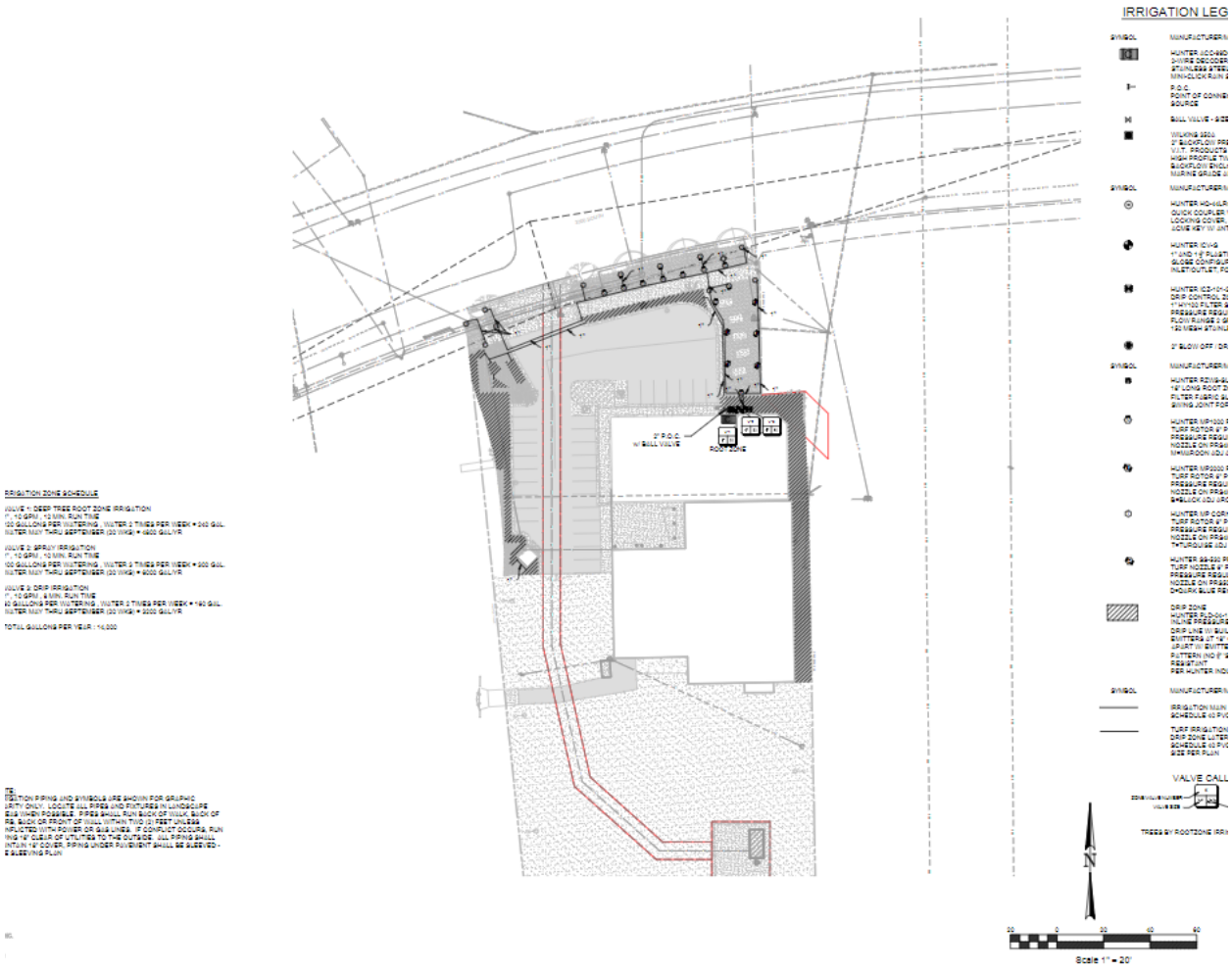
The Brighton Canal company is willing to allow Plaza Cycle to build 2 large 100’ bridges in order to connect the two sites. In addition to bridging the canal, Plaza Cycle plans to upgrade and beautify the streetscape along 3500 S. with a total cost of almost $1M. Plaza Cycle is also investing $2.5M in a new showroom and upgrading the service center.

Figure 1


W 3350 S
S 1375 W
Canal In between
W 3400 S
Potential Highland Golf Conversion
Karl Malone Plaza Cycle
S 1400 W
1275 W
© 2020 Google

Figure 2


EAST ELEVATION
NORTH ELEVATION
SOUTH ELEVATION
WEST ELEVATION



IRRIGATION ZONE SCHEDULE

VALVE 1: DEEP TREE ROOT ZONE IRRIGATION
(1 .10 GPH) , 10 MIN. RUN TIME
120 GALLONS PER WATERING , WATER 2 TIMES PER WEEK = 240 GAL.
WATER MAY THRU SEPTEMBER (33 WKS) = 6600 GAL/YR

VALVE 2: SPRAY IRRIGATION
(1 .10 GPH) , 10 MIN. RUN TIME
100 GALLONS PER WATERING , WATER 2 TIMES PER WEEK = 200 GAL.
WATER MAY THRU SEPTEMBER (33 WKS) = 6000 GAL/YR

VALVE 3: DRIP IRRIGATION
(1 .10 GPH) , 6 MIN. RUN TIME
40 GALLONS PER WATERING , WATER 2 TIMES PER WEEK = 140 GAL.
WATER MAY THRU SEPTEMBER (33 WKS) = 2200 GAL/YR

TOTAL GALLONS PER YEAR : 14,000

TE
IGATION PIPING AND SYMBOLS ARE SHOWN FOR GRAPHIC
ARITY ONLY. LOCATE ALL PIPES AND FIXTURES IN LANDSCAPE
EAS WHEN POSSIBLE. PIPES SHALL RUN BACK OF WALK, BACK OF
RB, BACK OR FRONT OF WALL WITHIN TWO (2) FEET UNLESS
NFLICTED WITH PLANTER OR GUIDELINES. IF CONFLICT OCCURS, RUN
ING 18" CLEAR OF UTILITIES TO THE OUTSIDE. ALL PIPING SHALL
INTAIN 12" COVER. PIPING UNDER PAVEMENT SHALL BE SLEEVED -
E SLEEVING PLAN

BUSINESS STABILIZATION GRANT

Karl Malone Plaza Cycle

Background

- Plaza Cycle recently acquired a Salt Lake City based company named High Adventure Power Sports.
- The Plaza Cycle site in West Valley City is currently unviable to consolidate the two companies because of the canal that separates the sites.

GOAL:

Consolidate High Adventure Power Sports to Plaza Cycle located in West Valley City by making the existing Plaza Cycle site viable.



High Adventure Power Sports located in SLC



Plaza Cycle 1379 W 3300 S, WVC

Plaza Cycle Current Brands













High Adventure Power Sports Brands











Karl Malone Plaza Cycle Brands























Problem

RED - Karl Malone Plaza Cycle Site

Consolidation not possible due to:

- Cost to connect the two sites
- Lack of ability to store inventory
- Unable to efficiently operate a showroom, sales, and service centers

BLUE – Highland Golf Site Acquisition

Plaza Cycle has acquired the Highland Golf site and plans to convert it into an area where inventory can be stored, a service center can be located and provide for nearly 8,000 SF of additional showroom space.

YELLOW – Canal

Currently the canal poses a problem and impedes the two sites from connecting and functioning in an efficient manner.



Solution

Pave the Canal

- The Brighton Canal Company will authorize the piping and paving of two 100' bridges connecting the sites
- Creates efficiencies across the 2 sites between the sales showroom, service center and access of inventory
- Expand the ability to store inventory for existing and new brands
- Beautification of the area





Project Costs

$2M new showroom & building

$60k storm tech systems

$240k pavement

$160k Streetscape Upgrades & Merchandise Street Display

$1.28m Property Renovations

$475K cover canal (2 100' crossings)

- Total projection $4.225M

Since the conversation started



