



A Special Regular Electronic Meeting of the West Valley City Redevelopment Agency will be held on 9/14/2021 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 in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

DON CHRISTENSEN, CHAIR
KAREN LANG, VICE CHAIR

A G E N D A

1. Call to Order
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
 - A. August 17, 2021 (Special Meeting)
5. Resolutions:
 - A. 21-09: Approve a Real Estate Trade Agreement with NWI Aspen Village, L.P. to Trade Property with the Agency Located at 3054 West Lehman Avenue and 3079 West 3500 South
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 SPECIAL MEETING – AUGUST 17, 2021

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THE WEST VALLEY CITY REDEVELOPMENT AGENCY MET IN SPECIAL SESSION ON TUESDAY, AUGUST 17, 2021, AT 8:09 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS ALSO HELD ELECTRONICALLY VIA ZOOM. THE MEETING WAS CALLED TO ORDER BY CHAIRWOMAN LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

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

STAFF PRESENT:

Wayne Pyle, Executive Director
Nichole Camac, Secretary
Eric Bunderson, City Attorney (*electronically*)
Layne Morris, CPD Director (*electronically*)
Scott Buchanan, Acting Police Chief (*electronically*)
John Evans, Fire Chief (*electronically*)
Jim Welch, Finance Director
Jamie Young, Parks and Recreation Director (*electronically*)
Dan Johnson, Public Works Director
Sam Johnson, Strategic Communications Director
John Flores, HR Director

APPROVAL OF MINUTES OF THE SPECIAL MEETING HELD JULY 6, 2021

The Agency considered the Minutes of the Special Meeting held July 6, 2021. There were no changes, corrections or deletions.

Mr. Fitisemanu moved to approve the Minutes of the Special Meeting held July 6, 2021.
Mr. Huynh seconded the motion.

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

RESOLUTION 21-08: AUTHORIZE THE RENEWAL OF THE HOMETOWN SCHOLARS CONTRIBUTION AGREEMENT WITH THE UNIVERSITY OF

MINUTES OF RDA SPECIAL MEETING – AUGUST 17, 2021

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UTAH

Chairwoman Lang discussed proposed Resolution 21-08 that would authorize the renewal of the Hometown Scholars Contribution Agreement with the University of Utah.

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

As part of the City Council's goal of creating and maintaining a sustainable city, the RDA has been tasked with improving opportunities for secondary education for West Valley City students. The City Council and the Board recognized that having an educated workforce present in the city provides for many economic development opportunities not otherwise available. As the City moves to the future it is important to maintain the workforce already in place and to increase the educational attainment levels of our residents. This is the fifth year of the Opportunity Scholars-RDA partnership.

This year the My Hometown Scholarship program assisted 44 West Valley City University Students. There have been 17 students graduate from the program with an additional 15 scheduled to graduate this year. This scholarship program is widely advertised and promoted at all of the City's High Schools as well as to WVC seniors that live in the City but may attend schools out of our boundary. If these students take the My Hometown scholarship monies they agree to represent West Valley City and will either remain living in the City or come back to the city and seek employment long term in the City as well. To this end, since its inception, 25 students have been involved in internships with various businesses in the City as well.

The RDA will use its state law mandated housing set aside money to provide affordable housing and other tools to at least 16 students from West Valley City that will attend the University of Utah in the Fall of 2021. These students will be in the program, will live at Fairbourne Station, will attend classes via the Trax line, and will be provided other mentor and scholarship opportunities through the university to ensure their success. Opportunity Scholars has a 93% graduation rate for those in its program. Opportunity Scholars serves first generation college students. The Opportunity Scholars program provides retention resources such as tutors, mentors, internships, advising, career-services, service-learning projects, community outreach, networking opportunities, counseling, financial assistance, and access to the program director.

Mr. Buhler indicated that he met with several students who are thankful and very enthusiastic about the program.

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

Mr. Buhler moved to approve Resolution 21-08.

Mr. Huynh seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Bigelow	Yes
Mr. Nordfelt	Yes
Mr. Christensen	Yes
Chairperson Lang	Yes

Unanimous.

MOTION TO ADJOURN

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY REDEVELOPMENT AGENCY THE SPECIAL MEETING OF TUESDAY, AUGUST 17, 2021, WAS ADJOURNED AT 7:06 P.M. BY CHAIRPERSON LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Special Meeting of the West Valley City Redevelopment Agency held Tuesday, August 17, 2021.

Nichole Camac
Secretary

Item:

Fiscal Impact: \$6,250

Funding Source: RDA

Account #: _____

Budget Opening Required: ☐

ISSUE:

This resolution approves an Agreement between the West Valley City Redevelopment Agency (RDA) and NWI Aspen Village, LP (NWI) to exchange real estate.

SYNOPSIS:

NWI Aspen Village owns a property located at 3054 W Lehman Avenue. The RDA owns a property located at 3079 W 3500 S. The two parties wish to trade these properties.

BACKGROUND:

The property located at 3079 W 3500 S previously had a rental house, not affiliated with Aspen Village. About 3 years ago, this property burned to the point the structure had to be demolished. At this point the RDA purchased the property. The NWI property at 3054 W Lehman Ave is next to other RDA owned property and a portion of the frontage was previously purchased by the RDA. The RDA has no long-term plans for the property within the Aspen Village development, and NWI has no plans for the property along Lehman Ave. As such, the two parties have agreed that it is in their best interest to exchange properties. The assessed valuation of the properties is the same. The only expense to the RDA will be the closing costs. The Lehman property, when combined with the property directly East, already owned by the RDA, will become part of the planned entry feature for Fairbourne Station.

RECOMMENDATION:

The WVC RDA Administrator recommends approval.

SUBMITTED BY:

Jonathan Springmeyer, West Valley City Redevelopment Agency.

WEST VALLEY CITY REDEVELOPMENT AGENCY

RESOLUTION NO. _____

A RESOLUTION APPROVING A REAL ESTATE TRADE AGREEMENT WITH NWI ASPEN VILLAGE, L.P., TO TRADE PROPERTY WITH THE AGENCY LOCATED AT 3054 WEST LEHMAN AVENUE AND 3079 WEST 3500 SOUTH IN WEST VALLEY CITY.

WHEREAS, the West Valley City Redevelopment Agency (herein the “Agency”) desires to promote development by trading property the Agency owns on 3079 West 3500 South for property NWI Aspen Village, L.P. (herein “NWI”) owns on 3054 West Lehman Avenue; and

WHEREAS, NWI desires to make the property trade with the Agency; and

WHEREAS, an agreement has been prepared for execution by and between the Agency and NWI, a copy of which is attached hereto and entitled “Real Estate Trade Agreement” (herein the “Agreement”), which sets forth the rights, duties, and obligations of each of the parties 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 Real Estate Trade Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the West Valley City Redevelopment Agency as follows:

1. That the Agreement for the property trade is hereby approved, subject to approval of the final form of the Agreement by the Chief Executive Officer and City Attorney’s Office.
2. That the Chief Executive Officer is hereby authorized to accept the Deed to the property located at 3054 West Lehman Avenue and to execute any documents necessary to complete the property trade on behalf of the Agency.
3. That the West Valley City Recorder is hereby authorized to record the Deed in the Office of the Salt Lake County Recorder.

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

WEST VALLEY CITY
REDEVELOPMENT AGENCY

CHAIR

ATTEST:

SECRETARY

REAL ESTATE TRADE AGREEMENT

THIS REAL ESTATE TRADE AGREEMENT, herein the "Agreement," is made and entered into as of the _____ day of _____, 2021, by and between NWI Aspen Village, LP, a Delaware limited partnership, herein "NWI," and the Redevelopment Agency of West Valley City, a political subdivision of the State of Utah, herein the "Agency." NWI and the Agency are individually referred to herein as "Party" and together herein as "Parties."

RECITALS:

- A. NWI owns a parcel of property located at 3054 West Lehman Ave, in West Valley City, Salt Lake County, State of Utah, herein "NWI Property" Tax ID #15-33-104-022. The Agency owns a parcel of property located at 3079 West 3500 South, in West Valley City, Salt Lake County, State of Utah, herein "Agency Property" Tax ID #15-33-103-019. For purposes of this Agreement, the terms "NWI Property" and "Agency Property" shall include the real estate traded pursuant to the terms of this Agreement and all of the each Party's right, title, and interest in and to all leases, privileges, rights-of-way, easements, and appurtenances, and all other rights appurtenant to or connected with the beneficial use or enjoyment of the real estate, including, without limitation, any of each Party's right, title, and interest in and to immediately adjacent public streets, roads, alleys, or rights-of-way; all mineral rights; all surveys in each Party's possession or control relating to the real estate; and all soils and other geological or environmental studies, investigations, and reports, engineering studies and reports, wetlands information and reports, and landscaping plans and specifications in each Party's possession or control relating to the real estate.
- B. NWI and the Agency desire to trade the NWI Property to the Agency in exchange for the Agency Property to NWI, upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises contained in this Agreement, the Agency and the NWI agree as follows:

AGREEMENT:

- 1. **Purchase Trade of Property.** Subject to the terms and conditions of this Agreement, NWI agrees to trade the NWI Property to the Agency, in exchange for the Agency Property to NWI. The Parties agree that this trade of real estate shall be transferred through Warranty Deeds.
- 2. **Value.**
 - a. NWI Property. The value of the NWI Property is set at \$63,800 by the Salt Lake County Assessor's valuation.
 - b. Agency Property. The value of the Agency Property is set at \$63,800 by the Salt Lake County Assessor's valuation.

- c. Exchange of Value. The Agency and NWI agree that the NWI Property and the Agency Property are of equal market value and that the trade of the NWI Property and Agency Property shall not affect the stated values.
- 3. **Closing of Property Trade.** The Parties shall exchange Warranty Deeds on or before October 1, 2021 (“Closing”), subject to the following conditions precedent:
 - a. Approval Warranty Deeds. The Parties shall have a minimum of 14 days to review and approve the Warranty Deeds. Closing shall not occur until both Parties approve of the Warranty Deeds.
 - b. Payment of Prorations. Each of NWI and the Agency shall be responsible for all water, sewer, utility, and all assessments and/or charges on their respective properties up to the date of Closing. In addition, NWI shall pay the Agency the prorated property taxes for the NWI Property for the year up to the date of Closing, as the Agency is a tax exempt entity and shall not be responsible for any taxes on or related to the NWI Property. Likewise, the Agency shall pay NWI any prorated property taxes for the Agency Property for the year up to the date of Closing.
 - c. Payment of Fees. NWI shall incur certain fees for this trade of real estate. Therefore, the Agency shall pay half of those fees incurred, but in no event shall the Agency pay more than \$6,250.00 to NWI for fees at Closing.
 - d. Water Rights. The Parties agree that all water rights, water shares, or stock owned and associated with the property, if any, shall be conveyed at Closing.
 - e. Mineral Rights. The trade includes all mineral rights, if any.
- 4. ***Reserved.***
- 5. **Representations, Warranties and Covenants.**
 - a. The Parties expressly understand that each of the following representations, warranties, and covenants made herein is material, and that each Party is relying upon each of such representations, warranties, and covenants as true and correct as of the date on which the parties executed this Agreement and as of the Closing, as though such representations, warranties and covenants had been made on each of such dates. As a condition to the Closing, the Parties hereby make the following representations and warranties about the NWI Property and Agency Property, in addition to any others made in this Agreement:
 - (i) At the Closing, NWI will be the sole owner of the NWI Property and will hold title to the NWI Property in fee simple, free and clear of all encumbrances, except a mortgage loan which is recorded on title. At the Closing, the Agency will be the sole owner of the Agency Property and will hold title to the Agency Property in fee simple, free and clear of all

encumbrances.

- (ii) The Parties warrant that there are no pending claims, suits, or litigations that involve the NWI Property and the Agency Property.
- (iii) At the Closing, there will be no unpaid bills or claims in connection with the NWI Property or the Agency Property.
- (iv) Between the date of this Agreement and the Closing date, the Parties, without the prior written consent of the other, shall not subject either the Agency Property or NWI Property to any new lease agreements, or any other right, title, or interest in any mortgage, pledge, lien, or other encumbrance.
- (v) This Agreement and the consummation of this transaction do not and will not contravene any provision of any judgment, order, decree, writ, or injunction, and will not result in a breach of, constitute a default under, or require consent pursuant to any credit agreement, lease, indenture, mortgage, deed of trust, purchase agreement, guaranty, or other instrument to which any of the persons or entities comprising the Agency or NWI are presently a party or by which any of the same or their respective assets are presently bound or affected.
- (vi) All documents delivered to pursuant to this Agreement are true, correct, and complete originals or accurate copies of originals.

To the actual knowledge of the Parties, no hazardous waste or toxic substances have been stored on, released into, generated on, or deposited upon or into any water systems on or below the surface, and the NWI Property and Agency Property complies with all local, state, and federal hazardous waste laws, rules, and regulations.

These representations, warranties, and covenants of the Agency and NWI shall survive the Closing on the Property.

6. **Brokerage Commissions/Title Issues.** The Agency and NWI are not represented by brokers or agents. Accordingly, NWI hereby indemnifies the Agency from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the NWI. The Agency hereby indemnifies NWI from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Agency. Further, the Parties are not purchasing title insurance for

the NWI Property or Agency Property. Accordingly, the Parties indemnify each other from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any title issues that arise from or through this transaction.

7. **Additional Acts and Consideration.** Both the Agency and the NWI agree to execute all other documents and to do such other acts as may be reasonably necessary or proper in order to consummate the transaction contemplated by this Agreement.
8. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by telecopy (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to the NWI:	NWI Aspen Village, LP C/O Jordan Fisher 33 Calle Viviana San Clemente, CA 92673
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If to the Agency:	Jon Springmeyer Agency Real Property Specialist 3600 Constitution Boulevard West Valley City, Utah 84119 Telephone: 801-
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With a copy to:	West Valley City Attorney 3600 Constitution Boulevard West Valley City, Utah 84119 Telephone: 801-963-3271
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Either party may change its address for purposes of this Agreement by giving written notice to the other party.

9. **Attorney's Fees.** Should it become necessary for either Party to enforce its rights under this Agreement, whether in suit or otherwise, the prevailing party shall be entitled to recover from the unsuccessful party reasonable attorney's fees and costs, in addition to any other relief to which the party attempting to enforce its rights hereunder may be entitled.
10. **Modification.** Neither Party to this Agreement may amend or modify this Agreement, except in a writing executed by the parties hereto.
11. **Risk of Loss.** Each Party shall bear the Risk of Loss on their property prior to Closing.

12. **Entire Agreement.** The Parties expressly agree that this Agreement and the exhibits attached hereto constitute the full and complete understanding and agreement of the parties, and that this Agreement supersedes all prior understandings, agreements, and conversations between the parties, whether oral or written. Any prior negotiations, correspondence, or understandings related to the subject matter of this Agreement shall be deemed to be merged into this Agreement and the attached exhibits.
13. **Severability.** If any term or provision of this Agreement is invalid or unenforceable for any reason whatever, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
14. **Captions and Headings.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.
15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original for all purposes, but all of which shall constitute but one and the same instrument.
16. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah.
17. **Assignability.** This Agreement shall bind and inure to the benefit of the assignees, heirs, and successors-in-interest of the Agency and the NWI. Neither the Agency nor the NWI shall assign its rights or delegate its obligations hereunder without the prior written consent of the other.
18. **Time of the Essence.** Time is of the essence with respect to the performance of the parties under this Agreement.
19. **Waiver.** A waiver by either party of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the day and year first above written.

(Signatures follow on the next page.)

AGENCY:

Chief Executive Officer

ATTEST:

Secretary

APPROVED AS TO FORM	
City Attorney	
By:	<u>claire gillmor</u>
Date:	<u>8/25/21</u>

NWI:

[Signature]

State of _____)
County of _____) :ss

On this _____ day of _____, 20_____, personally appeared before me _____ [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ [title], of _____ [name of limited partnership], a limited partnership, and that the foregoing instrument was duly authorized by the partnership at a lawful meeting held or by authority of its bylaws and signed in behalf of said partnership.

Notary Public

See attached fm

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On August 24th, 2021 before me, Ashley C Mather, Notary Public
(name and title of officer), personally appeared Jordan Fisher,
who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose
name~~s~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that
he/~~she~~/they executed the same in his/~~her~~/their authorized capacity~~(ies)~~, and that by
his/~~her~~/their signature~~s~~ on the instrument the person~~s~~, or the entity upon behalf of
which the person~~s~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Ashley C Mather

