

REDEVELOPMENT AGENCY OF CENTERVILLE CITY AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE CITY COUNCIL WILL HOLD ITS REDEVELOPMENT AGENCY OF CENTERVILLE MEETING AT 7:30 PM ON DECEMBER 3, 2019 AT THE CENTERVILLE CITY COMMUNITY CENTER AND CITY HALL COUNCIL CHAMBERS, 250 NORTH MAIN STREET, CENTERVILLE, UTAH. THE AGENDA IS SHOWN BELOW.

Meetings of the Redevelopment Agency of Centerville City may be conducted via electronic means pursuant to Utah Code Ann. 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

Centerville City, in compliance with the Americans With Disabilities Act, provides accommodations and auxiliary communicative aids and services for all those citizens in need of assistance, including hearing devices. Persons requesting these accommodations for City-sponsored public meetings, services, programs, or events should call Jacob Smith, Centerville Management Services Director, at 801-295-3477, giving at least 24 hours notice prior to the meeting.

The full packet of backup materials can be found at <http://centerville.novusagenda.com/agendapublic>.

Tentative - The times shown below are tentative and are subject to change during the meeting.

Time:

A. NEW BUSINESS

1. Fifth Amendment to the Agreement for Development of Land - Lot 1 of Centerville Gateway Subdivision - Marketplace Drive and Parrish Lane
TABLED FROM NOVEMBER 19, 2019
Consider Fifth Amendment to the Agreement for Land Development for the Centerville Gateway Subdivision to allow a bank or financial institution as an approved use on Lot 1 and to accept Bank of America, NA as an approved user of Lot 1
2. CenterPoint Theater
 - A. Requesting approval to add a kitchen.
 - B. Review Proposed 2020 budget.
3. Minutes Review and Acceptance
November 19, 2019 RDA Minutes

B. ADJOURNMENT

**CENTERVILLE
RDA MEETING
Staff Backup Report
12/3/2019**

Item No. 1.

Short Title: Fifth Amendment to the Agreement for Development of Land - Lot 1 of Centerville Gateway Subdivision - Marketplace Drive and Parrish Lane

Initiated By: Matthew Salcedo, Deerwood Investments Utah, LLC

Scheduled Time:

SUBJECT

TABLED FROM NOVEMBER 19, 2019

Consider Fifth Amendment to the Agreement for Land Development for the Centerville Gateway Subdivision to allow a bank or financial institution as an approved use on Lot 1 and to accept Bank of America, NA as an approved user of Lot 1

RECOMMENDATION

Approve Fifth Amendment to the Agreement for Land Development for the Centerville Gateway Subdivision to allow a bank or financial institution as an approved use on Lot 1 and to accept Bank of America, NA as an approved user of Lot 1.

BACKGROUND

On November 19, 2019, the RDA reviewed and discussed the application for amendment to the ADL for the Island Parcel to allow a bank or financial institution as an approved use of Lot 1 and to approve Bank of America as an approved end user of Lot 1. The RDA tabled action on this matter for further information and discussion. The RDA directed Staff to prepare revisions to the Fifth Amendment to the ADL to condition and limit use of Lot 1 for a bank or financial institution to the specific user Bank of America. These requested edits are set forth in the attached redline version of the Fifth Amendment.

Previous Staff Report:

Deerwood Investments Utah LLC ("Deerwood Investments") is the fee title owner of Lot 1 of the Centerville Gateway Subdivision (also known as the "Island Parcel") consisting of approximately 1 acre of real property at the corner of Marketplace Drive and Parrish Lane. Deerwood Investments is in negotiations with Bank of America to lease all of Lot 1 to construct and operate a bank facility. Lot 1 currently consists of the Iggy's sit-down restaurant which went out of business earlier this year. It is the intent of Bank of America to demolish the existing Iggy's structure and rebuild a new bank facility. Lot 1 of the Island Parcel is part of a redevelopment project area and subject to the Parrish Lane Gateway Neighborhood Development Plan, along with other agreements and easements regulating the use and development of property on the Island Parcel. Specifically, the Agreement for Development of Land governing the Island Parcel requires RDA approval of any use and user of property. Development within the Island Parcel also requires RDA approval of any proposed development on the Island Parcel. The attached Fifth Amendment to the Agreement for Development of Land has been prepared for RDA consideration proposing approval of the use of a bank or financial institution as an approved use of Lot 1 of the Island Parcel and approval of the Bank of America,

NA as an approved user of Lot 1 of the Island Parcel. Redevelopment of Lot 1 shall be subject to the Parrish Gateway Neighborhood Plan, the Agreement for Development of Land, and all other agreements and easements encumbering the land. Redevelopment of Lot 1 shall also require conceptual site plan and final site plan approval by the Planning Commission and architectural review by the RDA.

ATTACHMENTS:

Description

- ▢ Fifth Amendment to the Agreement for Development of Land - Deerwood Investments Utah LLC - Redline Changes
- ▢ Centerville Gateway Subdivision - Recorded Plat
- ▢ Proposed Plans for Bank of America - Island Parcel

When recorded, return to:

Redevelopment Agency of Centerville City
Attn: Brant Hanson, Executive Director
250 North Main Street
Centerville, Utah 84014

Affects Parcel Number: 02-238-0001

**FIFTH AMENDMENT TO AGREEMENT FOR DEVELOPMENT
OF LAND BETWEEN THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY
AND DEERWOOD INVESTMENTS UTAH LLC**

(Lot 1 – Centerville Gateway Subdivision)

THIS FIFTH AMENDMENT TO THE AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY AND DEERWOOD INVESTMENTS UTAH LLC ("Fifth Amendment") is made and entered into this _____ day of _____, 2019, by and between **DEERWOOD INVESTMENTS LLC** ("Developer"), a limited liability company, with principal offices located at 3720 S. Susan Street, Santa Ana, California, 92704, and the **REDEVELOPMENT AGENCY OF CENTERVILLE CITY** ("Agency"), a community development and renewal agency and public body organized and existing under the Limited Purpose Local Government Entities – Community Reinvestment Agency Act of the State of Utah, with principal offices located at 250 North Main, Centerville, Utah 84014.

RECITALS

WHEREAS, Developer is the fee title owner of Lot 1 of the Centerville Gateway Subdivision consisting of approximately 1 acre of real property located at the corner of Parrish Lane and Marketplace Drive, Centerville, Utah, which property is more particularly described in Exhibit A attached hereto and incorporated by reference ("Lot 1"); and

WHEREAS, Lot 1 is part of a redevelopment project area and subject to the Parrish Lane Gateway Neighborhood Development Plan, dated August 1, 1989, as recorded in the Davis County Recorder's Office as Entry No. 872794, Book No. 1318, at Page 898, as amended (collectively referred to as the "Parrish Lane Gateway Neighborhood Development Plan"); and

WHEREAS, Lot 1 is also subject to that certain Agreement for Development of Land dated June 15, 2004, governing the purchase and sale of Lot 1 and other

development restrictions, as recorded in the Davis County Recorder's Office as Entry No. 1998150, Book No. 3570, at Page 1085, as amended (collectively referred to as the "ADL Agreement"); and

WHEREAS, Developer desires to lease Lot 1 to Bank of America, national association, a national banking association (~~"Bank of America"~~) for the construction of a commercial building and the operation of a bank or financial institution on Lot 1; and

WHEREAS, the parties desire to enter into this Fifth Amendment to the ADL Agreement to approve the new use and user of Lot 1 and to provide additional conditions for the development of Lot 1 as more particularly provided herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Recitals. The Recitals are hereby incorporated into this Fifth Amendment by reference.

2. Full Force and Effect. The terms of this Fifth Amendment are hereby incorporated as part of the ADL Agreement. All other terms and conditions of the ADL Agreement, not modified by this Fifth Amendment shall remain the same and are hereby ratified and affirmed. To the extent the terms of this Fifth Amendment modify or conflict with any provisions of the ADL Agreement, the terms of this Fifth Amendment shall control.

3. Approval of Use and User. Pursuant to Section 1.07 of the ADL Agreement, the Agency hereby approves Developer's proposal for the use of Lot 1 of the Centerville Gateway Subdivision for a bank or financial institution by Bank of America, national association, a national banking association ("Bank of America"), as an acceptable end user. For purposes of this Fifth Amendment, "bank or financial institution" shall have the meaning defined in the Centerville Zoning Code. This approval of the use of Lot 1 for a bank or financial institution is limited to a bank or financial institution used, marketed, and operated by Bank of America. Bank of America Developer and any acceptable end user or leasee shall comply with the use restrictions applicable to Lot 1 as set forth in Article 3 of the ADL and the Dayton West Agreement as referenced therein. Approval of the use and user as set forth herein shall be subject to compliance with all development obligations and restrictions for Lot 1 under the ADL Agreement, City Ordinances, and other governing documents.

~~**4. Approval of End User.** Pursuant to Section 1.07 and Section 3.02 of the ADL Agreement, as amended, the Agency hereby approves Bank of America, national association, a national banking association, as an acceptable end user of Lot 1 of the Centerville Gateway Subdivision, subject to complying with all development obligations and restrictions for Lot 1 under the ADL Agreement, City Ordinances, and other governing documents.~~

5.4. Landscaping Improvements. Pursuant to Section 3.02(B) of the ADL Agreement, as amended, the Developer may be required to install, maintain and replace off-site park strip landscaping improvements abutting Lot 1. The Agency may also require special landscaping or other improvements for the development or redevelopment of Lot 1.

6.5. Developer Covenants. Pursuant to Section 5.01 of the ADL Agreement, Developer covenants and agrees for itself, and its successors, leasees, and assigns, that Developer, and such successors, leasees, and assigns, shall comply with and be subject to the terms and conditions of the ADL Agreement, including, but not limited to, the land use covenants set forth in Article 5 of the ADL Agreement. Developer shall condition any sale or transfer of Lot 1 of the Centerville Gateway Subdivision upon such successor or assign complying with all development obligations and restrictions of the ADL Agreement and other governing documents and ordinances, including entering into an assignment agreement with the RDA prior to transfer.

7.6. Obligations to Run with the Land. All of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Developer and Agency and any person acquiring, leasing, or owning a lot within the Centerville Gateway Subdivision, and their lessees, heirs, executors, administrators, devisees, successors and assigns. Developer hereby agrees and consents to the recording of this Fifth Amendment to the ADL Agreement against Lot 1.

8.7. Binding Effect. This Fifth Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective officers, employees, representatives, successors and assigns.

9.8. Effective Date. The effective date of this Fifth Amendment shall be upon final execution by the parties.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment by and through their respective, duly authorized representatives as of the day and year first above written.

"Agency"

**REDEVELOPMENT AGENCY OF
CENTERVILLE CITY**

By: _____
Clark A. Wilkinson, Chair

ATTEST:

Secretary

"Developer"

DEERWOOD INVESTMENTS UTAH LLC

By: _____

Its: _____

RDA ACKNOWLEDGMENT

STATE OF UTAH)
 :ss
COUNTY OF DAVIS)

On the _____ day of _____, 2019, personally appeared before me, Clark A. Wilkinson, who being duly sworn by me did say that he is the Chairperson of the **REDEVELOPMENT AGENCY OF CENTERVILLE CITY**, a community reinvestment agency and public body organized and existing under the Limited Purpose Local Government Entities – Community Reinvestment Agency Act of the State of Utah, and that the forgoing instrument was signed on behalf of said Agency by authority of its Board and said Chairperson acknowledged to me that said Agency executed the same.

Notary Public

My Commission Expires:

Residing at:

DEERWOOD INVESTMENTS ACKNOWLEDGMENT

STATE OF _____)
 :ss
COUNTY OF _____)

On the _____ day of _____, 2019, personally appeared before me _____, who being duly sworn by me did say that (s)he is the managing member of **DEERWOOD INVESTMENTS UTAH LLC**, a limited liability company, and that the forgoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

Notary Public

My Commission Expires:

Residing at:

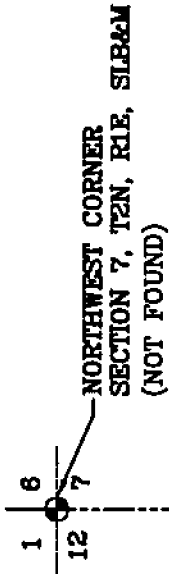
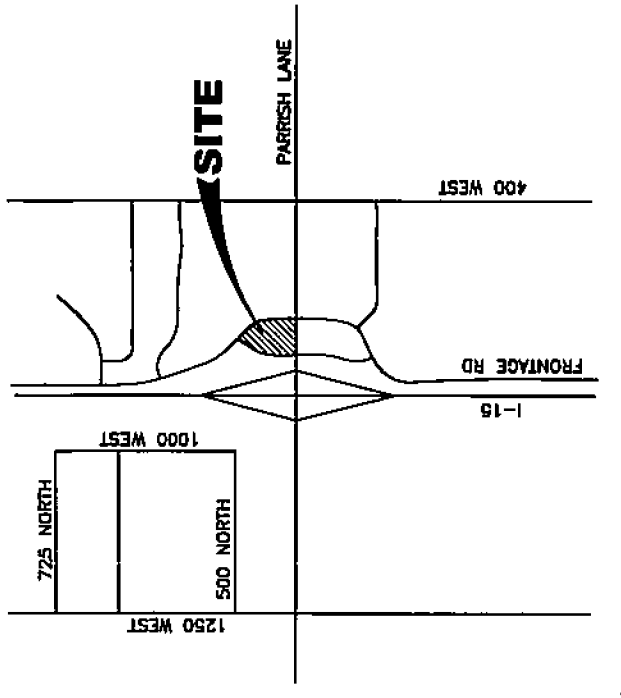
LOT 1 – LEGAL DESCRIPTION

5563

5563

2203

VICINITY MAP



FOUND CE
MONUMENT W/R

Δ-

CH=N69°39'

DAVIS COUNTY COORDINATES		
	NORTHING	EASTING
A	131888.19	113032.28
B	131087.87	113858.81

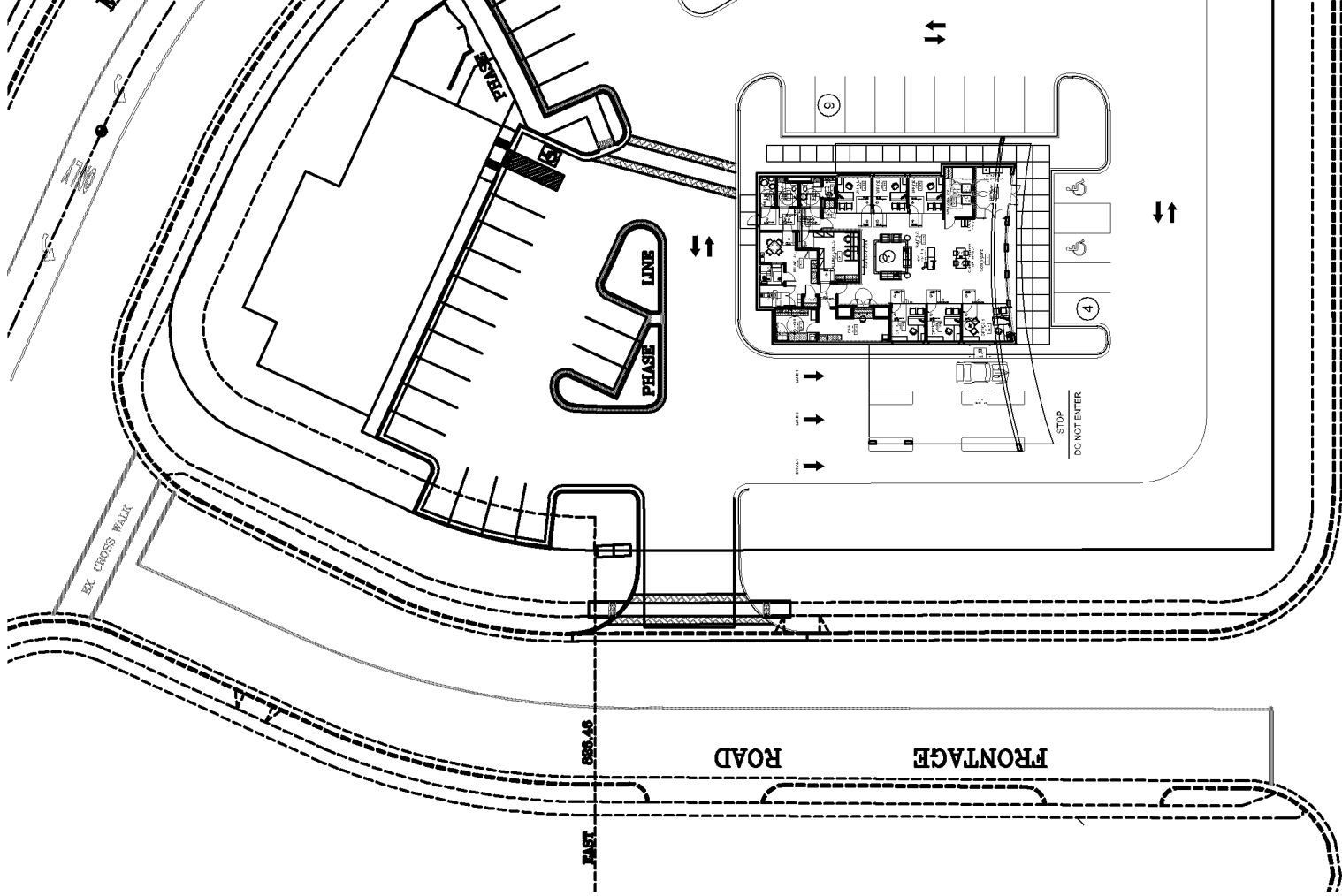
856.20 (RECORD)
N LINE

CE



Exterior Rendering

A -



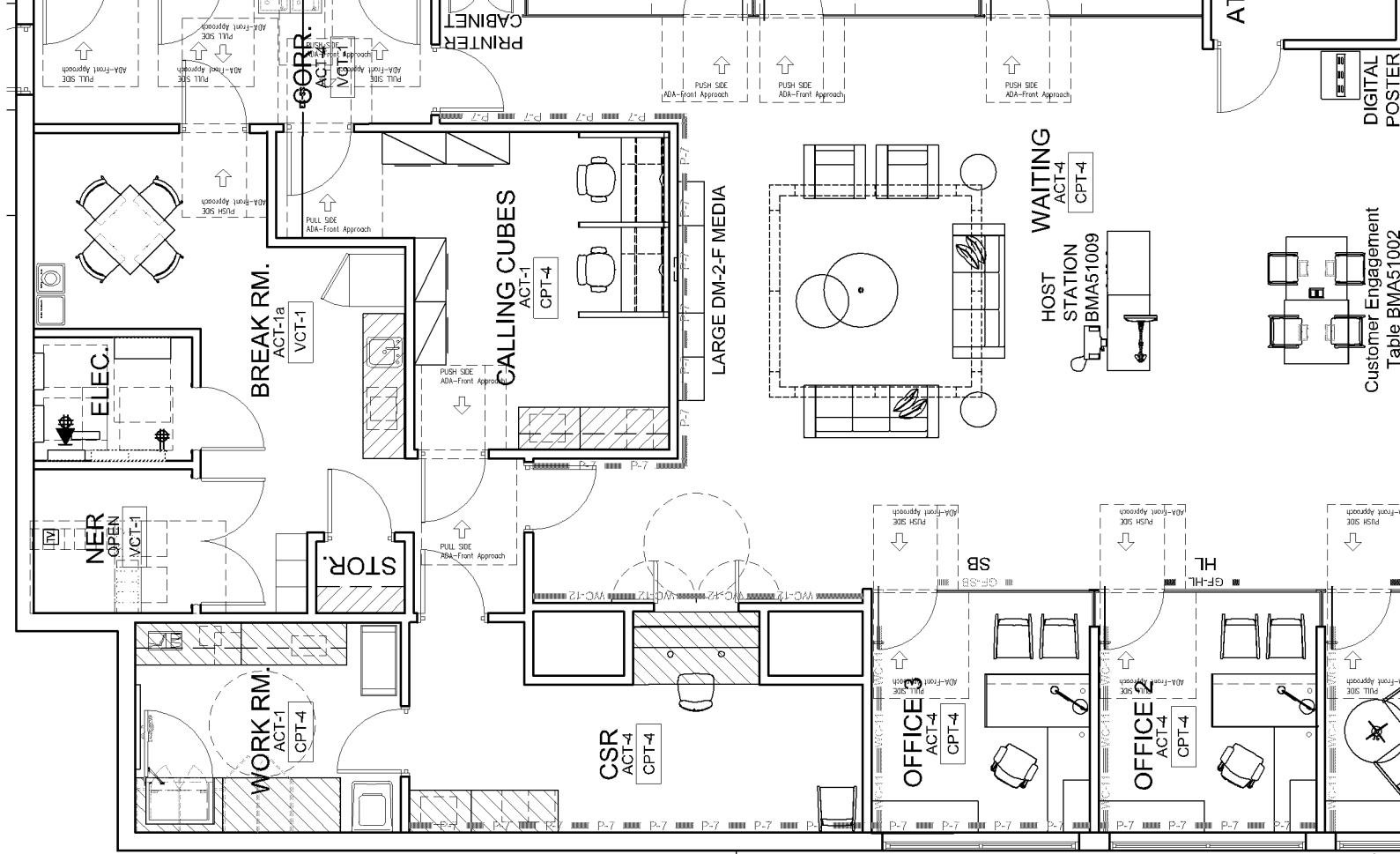
LANE 1



LANE 2



BYPASS



CENTERVILLE

Staff Backup Report 12/3/2019

Item No. 2.

Short Title: CenterPoint Theater

Initiated By: Jansen Davis, Executive Director, CenterPoint Theatre

Scheduled Time:

SUBJECT

- A. Requesting approval to add a kitchen.
- B. Review Proposed 2020 budget.

RECOMMENDATION

- A. Approve request to add a kitchen.
- B. Review and comment on CenterPoint Theatre's 2020 Proposed Budget.

BACKGROUND

A. Section 57 of the Lease and Operating Agreement (see attached "Lease Requirements" document) between the RDA and CenterPoint Theatre states that prior to making any improvements to the Theatre, the Association must submit the design drawings and specifications to the RDA. Such designs and drawings must be prepared by a licensed architect or engineer.

B. In section 30 of the Lease and Operating Agreement (see attached "Annual Budget Process" document) it states that the Annual Budgets of the Association and any amendments shall be submitted to and reviewed by the RDA and the ACB prior to becoming final. The RDA and ACB have until December 10th to provide input on the proposed budgets, this meeting may have to be scheduled prior to December 10th. The final Annual Budgets shall be adopted by the RDA and ACB by December 20th.

ATTACHMENTS:

Description

- ☐ Lease Requirements - Alterations and Improvements
- ☐ CenterPoint Kitchen Plans
- ☐ CenterPoint Estimate
- ☐ Lease Requirements - Annual Budget Process
- ☐ 2020 Final Facilities Budget
- ☐ 2020 Five Year Maintenance Plan
- ☐ 2020 Final Budget Summary
- ☐ CenterPoint Reserve Funds

LEASE AND OPERATING AGREEMENT FOR THE DAVIS CENTER FOR THE PERFORMING ARTS

Applicable Lease Agreement Provisions regarding Alterations and Improvements

57. Alterations, Improvements and Additions. The Association may make any alterations, improvements or additions to the Theatre or Site, at its sole cost and expense, subject to the prior written approval of the RDA. Prior to making any alterations, improvements or additions, the Association shall submit to the RDA, for review and approval, all schematic designs, design development drawings, and final working drawings and specifications for the undertaking of any and all construction, improvement, alteration, or addition in or on any portion of the Theatre or Site. All such designs, drawings, and plans shall be prepared by a licensed architect or engineer and shall contain the architect or engineer's signature and seal. The approval of such designs, drawings, and plans by the RDA shall not constitute an opinion or representation by the RDA as to their compliance with any law or ordinance or their adequacy for other than the RDA's purposes, and such approval shall not create or form the basis of any liability on the part of the RDA or any of its officers, employees, or agents for any injury or damage resulting from any inadequacy or error therein or for any failure to comply with applicable laws or ordinances. Any approvals by the RDA pursuant to this Section shall be in addition to (and not in lieu of) any other approvals required under applicable state and local building, fire, or life safety codes and Centerville City Ordinances. Subject to the priority and use provisions of Section 26 regarding the RDA Reserve Fund, the Association may request assistance from the RDA through the use of funds in the RDA Reserve Fund for any alterations, improvements or additions to the Theatre or Site. In addition to the traffic and parking alterations reserved to the RDA in Section 39, the RDA reserves the exclusive right to change, in any manner whatsoever, the number, appearance, dimension, and location of the walks, landscaping, parking and service areas on the Site. The RDA may use the RDA Reserve Fund for such changes to the Site.

- Alterations and improvements require prior written approval from RDA
- Prior to making alterations or improvements, Association must submit to the RDA for review and approval all schematic designs, design development drawings, and final work drawings and specifications
- All designs, drawings, and plans shall be prepared by a licensed architect or engineer and shall contain the architect's or engineer's signature and seal
- Must comply with State and City codes and permit requirements for construction

58. Property of the RDA. All improvements, additions, and alterations made to the Theatre or the Site by the Association shall become the property of the RDA and upon the expiration or termination of this Lease and Operating Agreement shall remain in, and be surrendered with, the Theatre or Site without disturbance or injury. Personal property, trade fixtures, and equipment of the Association shall remain the property of the Association and may be removed by the Association upon the expiration or earlier termination of this Lease and Operating Agreement, subject to restoration obligations set forth in Section 69.

- All alterations and improvements to the Theatre and Site become the property of the RDA

59. Completed Drawings of Alterations. As soon as possible after the completion of each improvement, addition, or alteration to the Theatre or Site, the Association shall deliver to the RDA a complete set of reproducible drawings, on Mylar sheets not smaller than two (2) feet by three (3) feet, reflecting the final as-built condition of said improvement, addition, and alteration, together with either the original or a copy of all maintenance and operation manuals necessary for the repair and maintenance of any structural, mechanical, or electrical building system or piece of equipment installed in the Theatre or on the Site that is not considered removable personal property, trade fixture, or equipment of the Association.

- Upon completion of alterations or improvements, the Association shall provide the RDA with a complete set of drawings showing the as-built condition of the alterations and improvements
- The Association shall also provide a copy of all maintenance and operation manuals for the repair and maintenance of any structural, mechanical, or electric building systems or equipment

60. Electrical Wiring and Plumbing. In addition to the utility connection provision of Section 38, no change shall be made to any permanent electrical wiring or other utility serving the Theatre prior to written approval from the RDA. Any approved alterations shall be made by a properly licensed electrical contractor or electrician, or plumbing contractor or plumber. The Association may modify or install temporary wiring or lighting as may be necessary to stage productions in the Theatre, provided that such wiring or lighting is in compliance with all applicable codes and regulations.

- No changes shall be made to any permanent electrical wiring or other utility serving the Theatre without prior written consent of the RDA

61. Construction Insurance Requirements. Prior to making any improvements, additions, or alterations to the Theatre or Site, the Association shall require its general contractor and subcontractors to furnish and maintain, at no cost to the RDA, during the full period of the making of any part of any physical addition, alteration, or improvement to the Theatre or Site, insurance coverage for workers' compensation, commercial general liability, and automobile liability in such amounts as determined are adequate by the RDA. The policies shall contain, or shall be endorsed to contain, provisions required by the RDA, including, but not limited to, the provisions set forth in **Exhibit "C."**

- The Association shall require all general contractors and subcontractors to furnish and maintain during the construction period appropriate insurance coverage, including workers' compensation, commercial general liability, and automobile liability

24. Association's Capital Projects Reserve Fund. The Association may create a reserve fund for purposes of funding special capital projects or improvements ("Capital Reserve Fund"). If created, the Association shall retain the Capital Reserve Fund in a specially created fund to be maintained by the Association and used solely for special capital projects or improvements as more particularly provided herein. Except as otherwise expressly authorized by the RDA for extenuating circumstances, the Association may only allocate funds to the Capital Reserve Fund after the Total Target Annual Contribution has been made to the Maintenance Reserve Fund and the Minimum Target Balance has been met in the Operations Reserve Fund. Any allocation of funds to the Capital Reserve Fund must be approved by the RDA and must be tied to a list of specific approved capital projects or improvements. The Association shall provide the RDA with an annual accounting of the use of funds from the Capital Reserve Fund and evidence of appropriate use of funds for specific approved capital projects or improvements. If the Theatre's Operations Reserve Fund or the Maintenance Reserve Fund are determined by the RDA to be drained or underfunded, the Association may be required by the RDA to transfer funds from the Capital Reserve Fund (other than specifically earmarked donations) to the Operations Reserve Fund and/or Maintenance Reserve Fund.

- If the Association intends to use funds in the Capital Projects Reserve Fund, the project must be provided on the list of specific approved capital projects or improvements
- The Association shall provide the RDA with an annual accounting of the use of funds from the Capital Reserve Fund



November 19, 2019

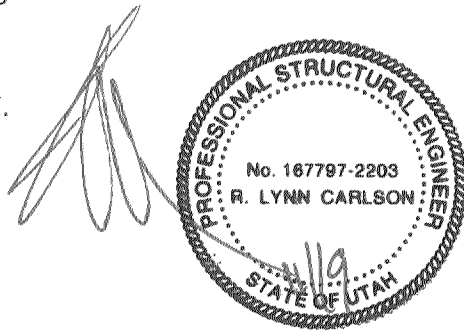
Ken Lane

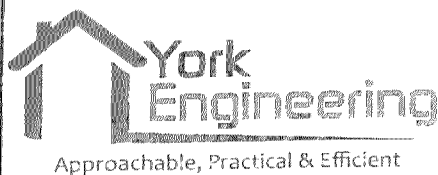
Reference: Center Point Theater
Centerville, Utah
Prep Room Wall

This confirms my review of adding a partition wall as shown on your attached sketch. The top of wall to be laterally braced per detail on sheet S1. Reference calculations are shown on sheets 1 and 2.

Respectfully,
Carlson Engineering

R. Lynn Carlson, S.E.





PROJECT:

CENTER POINT THEATER.

SHEET:

JOB:

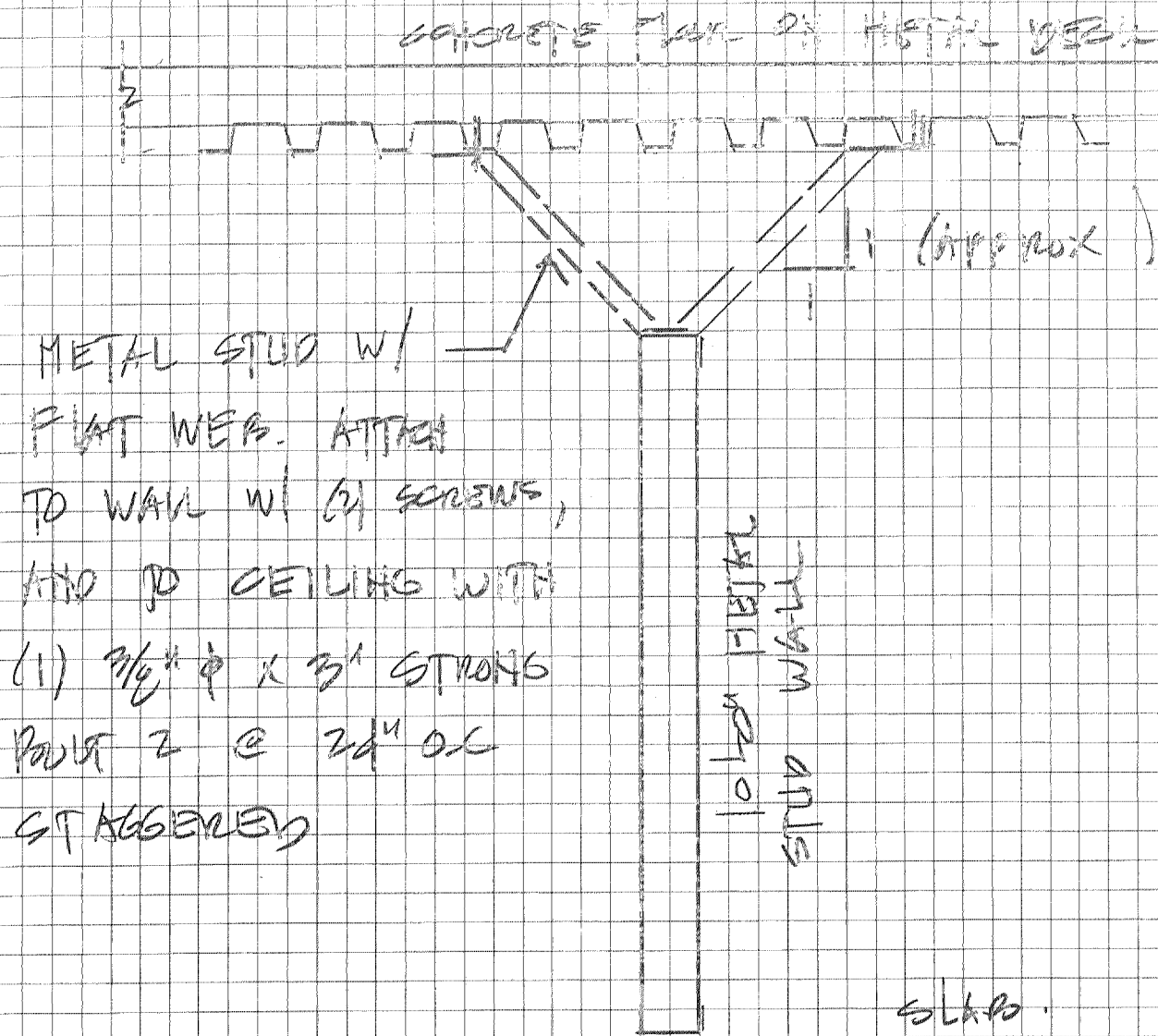
DATE:

4883 WEST OLD HIGHWAY RD
MORGAN, UT 84050
801-875-3501

14203 S MINUTE MAN DR, #200
DRAPER, UT 84020
801-876-3501

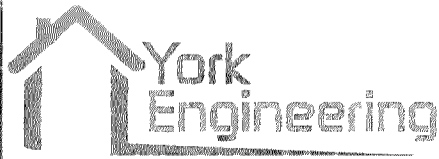
7955 EAST ARAPAHOE CT, #3300
CENTENNIAL, CO 80112
720-990-5900

BY:



WALL SECTION

REV 11/19
SIT 51 REV 0



Approachable, Practical & Efficient

PROJECT:

SHEET:

JOB:

DATE:

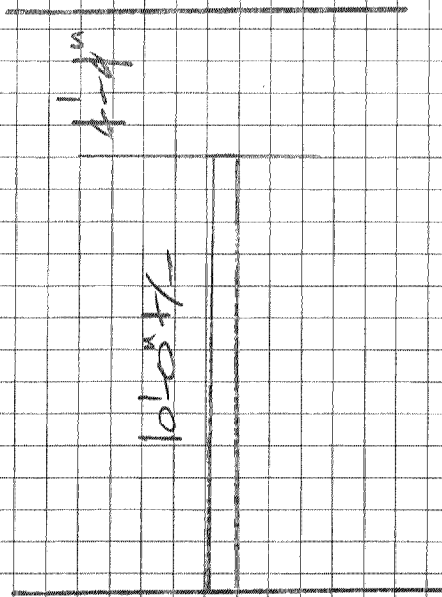
BY:

4883 WEST OLD HIGHWAY RD
MORGAN, UT 84050
801-875-3501

14203 S MINUTE MAN DR, #200
DRAPER, UT 84020
801-876-3501

7955 EAST ARAPAHOE CT, #3300
CENTENNIAL, CO 80112
720-990-5900

TOTAL LOAD TO INTERIOR WALL:



$5(10) \frac{1}{2} = 25 \frac{1}{2}$ $\therefore$ STD BRACING OK
@ 24" O.C. STAGGERED.

(1) $\frac{3}{8}$ " STRONG-BOLT 2 @ TOP

SHT 1 REV 0

ation for
ete-Filled Profile
lies 1,2,3,4



Units	Nominal Anchor Diameter (in.)		
	3/8	1/2	
in.	1 7/8	2 3/4	
in.	1 1/2	2 1/4	
in.	2 1/2	3 1/4	3 1/4
in.	4 3/4	4	4
in.	4 3/4	4 1/2	4 3/4
in.	7	6 1/2	8

For SI: 1 inch = 25.4mm; 1 lbf = 4.45N

1. Installation must comply with the table on p. 136 and Figure 1 below.
2. Design capacity shall be based on calculations according to values in the tables on pp. 138 and 140.
3. Minimum flute depth (distance from top of flute to bottom of flute) is 1 1/2".
4. Steel deck thickness shall be a minimum 20 gauge.
5. Minimum concrete thickness ($h_{min,deck}$) refers to concrete thickness above upper flute.

ation for
ete-Filled Profile
lies 1,2,3,4



Units	Nominal Anchor Diameter (in.)		
	3/8	1/2	
in.	1 7/8	2 3/4	
in.	1 1/2	2 1/4	
in.	2 1/2	3 1/4	3 1/4
in.	4 3/4	4	4
in.	4 3/4	6	
in.	6 1/2	8	

For SI: 1 inch = 25.4mm; 1 lbf = 4.45N

1. Installation must comply with the table on p. 137 and Figure 1 below.
2. Design capacity shall be based on calculations according to values in the tables on pp. 139 and 141.
3. Minimum flute depth (distance from top of flute to bottom of flute) is 1 1/2".
4. Steel deck thickness shall be a minimum 20 gauge.
5. Minimum concrete thickness ($h_{min,deck}$) refers to concrete thickness above upper flute.

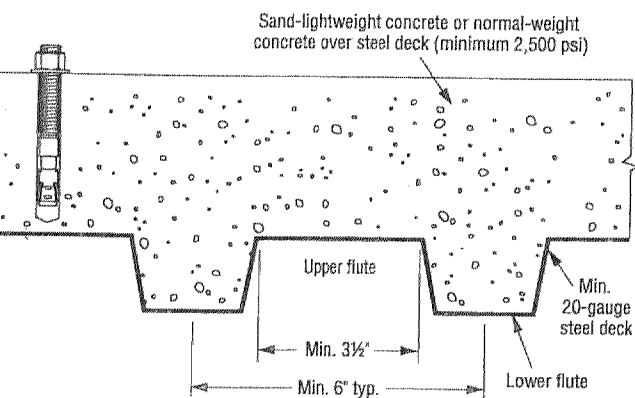
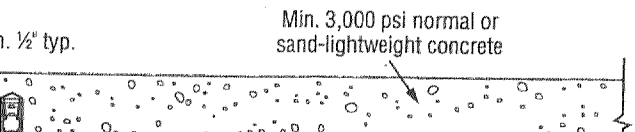
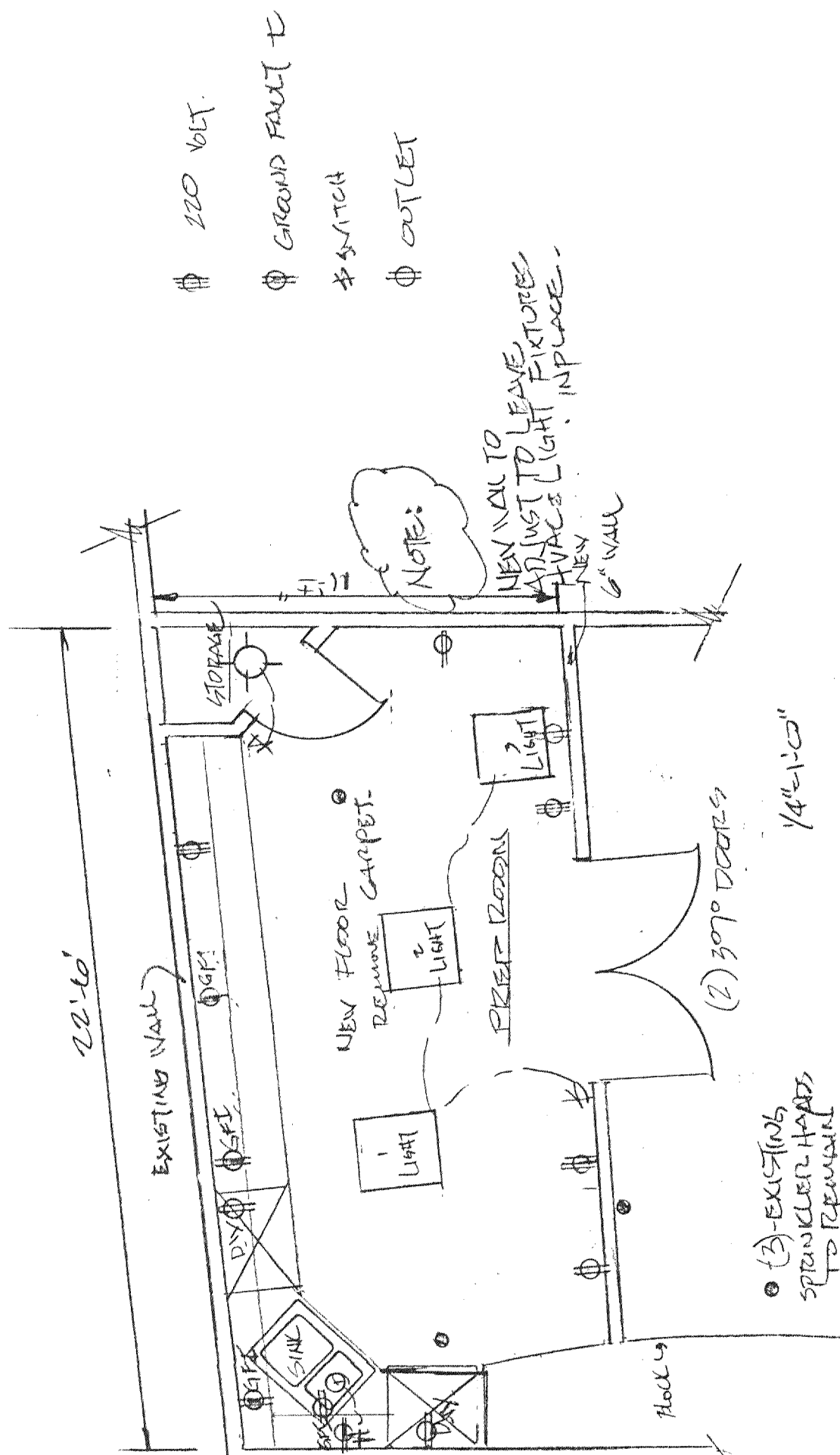


Figure 1





220 VOLT

GROUND FAULT

SWITCH

OUTLET

NOTES:

NEW VAL TO ADJUST TO LEAVE HVAC LIGHT FIXTURES IN PLACE.

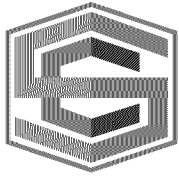
NEW 6" VAL

(3) - EXISTING SPRINKLER HEADS TO REMAIN

1/4" x 1" x 10"

- (3) LIGHT FIXTURES THEY COULD BE MOVED TO LINE UP TO DRAIN -
- (2) HVAC TAGS TO REMAIN
- (2) 3070 DOORS

CONCRETE FLOOR ABOVE STEEL DECKING



SQUIRES CONSTRUCTION

O: 801.299.0121 | F: 801.299.0120
668 N 1250 W | CENTERVILLE, UT 84014

Estimate

DATE	Estimate NO.
11/18/2019	8794

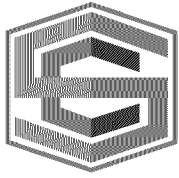
CUSTOMER
CenterPoint Theater

TERMS		PROJECT	Centerpoint Breakroom
DESCRIPTION			TOTAL
11/18/19 estimate			
General Conditions			1,200.00
Permit by owner			0.00
Stamped plans for city by owner			0.00
Demolition: remove carpet, protect flooring, tent construction area, dumpster, core drill floor for electrical to main floor panel			1,500.00
Cabinetry and Millwork: upper and lower cab, w/ corner sink. Laminated cabinets and plam countertops. Add \$2,875 for midrange quartz countertop			9,050.00
Insulation in new wall			250.00
Install stain grade wood door, HM frame, passage hardware for 1 double and 1 closet door (excludes door closer, kickplates, seals and thresholds)			2,150.00
Metal Framing & Drywall: new wall w/ double door and corner closet. patch walls from new electrical			3,450.00
Acoustical Ceilings replace damage tile from construction and rework for new light location			550.00
Painting new walls and existing sheetrock walls and new door frames			1,050.00
LVT flooring and rubber base on walls. Add \$2625 for tile floor and base			2,450.00

TOTAL

SIGNATURE

PRINT NAME _____



SQUIRES CONSTRUCTION

O: 801.299.0121 | F: 801.299.0120
668 N 1250 W | CENTERVILLE, UT 84014

Estimate

DATE	Estimate NO.
11/18/2019	8794

CUSTOMER
CenterPoint Theater

TERMS		PROJECT	Centerpoint Breakroom
DESCRIPTION			TOTAL
Plumbing Fixtures and Equipment			2,150.00
Electrical, 3 switches, 1 can light in closet, relocate 3 lights, outlet for fridge, freezer, 1 micro, 2 DW, disposal, 4 GFCI outlet, 4 Convenience outlet, 1 phase 240 for double oven, all wiring to be in steel EMT conduit above walls in ceiling, Assumes power to be split between existing panels w/ spare circuits.			5,825.00
Profit & Overhead Excludes fire alarm and sprinklers and HVAC Contact Lamont w/ any Questions 801-864-3320			3,000.00

Payment: In full upon completion of work, 1.5% interest charged monthly on all unpaid accounts after 30 days. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications and itemized costs with written approval, will become an extra cost above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's compenstaion insurance.

TOTAL	\$32,625.00
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SIGNATURE _____

PRINT NAME _____

LEASE AND OPERATING AGREEMENT FOR THE DAVIS CENTER FOR THE PERFORMING ARTS

Applicable Lease Agreement Provisions regarding Budget Process

30. Budget Review and/or Approval. The Association shall prepare and abide by an annual budget or budgets, as more particularly required herein, setting forth a plan of financial operations for the fiscal period, including an estimate of proposed expenditures for given purposes and the proposed means of financing them. All budgets shall be prepared in accordance with standard and generally accepted accounting principles. The Association shall prepare for each budget period, an annual overall operating budget ("Annual Operating Budget") and a budget for the following budgetary funds: (1) the Operations Reserve Fund; (2) the Maintenance Reserve Fund; and (3) the Capital Reserve Fund (collectively referred to as "Annual Budgets"). The Annual Budgets of the Association and any amendments thereto shall be submitted to and reviewed by the RDA and the ACB prior to becoming final. The Association shall prepare budgets for the coming year and submit the same to the RDA and ACB by November 25th. Prior to November 25th, the Association's staff will meet with RDA staff to review those portions of the Annual Budget relating to facilities maintenance. The RDA and ACB shall have until December 10th to review the budgets and to submit any recommended changes to the Association. The final Annual Budgets, as reviewed by the RDA and ACB, shall be adopted by the Association by December 20th of each year. Notwithstanding the forgoing, and for the reasons set forth herein, the final budget for the Maintenance Reserve Fund and any portion of the Annual Operating Budget dealing with or relating to the current, future and on-going maintenance, repair or replacement of any portion of the Theatre or the Site, or any improvements, fixtures, equipment or accessories related thereto, shall be subject to approval by the RDA prior to final adoption by the Association. Such approval shall be provided in accordance with the above-described budget review process and time periods. The required budgetary review and/or approval by the RDA and the ACB as provided herein is not intended to micro-manage operations of the Theatre or to prioritize programs, but is intended to provide the RDA and the ACB with meaningful oversight in order to accomplish the goals and intent for the Theatre, and to provide for timely, appropriate and sufficient maintenance and repair of the Theatre and its facilities. Any amendments to the Annual Budgets shall be subject to review and approval by the RDA prior to final adoption by the Association.

- The Association shall prepare an annual overall operating budget and a budget for each reserve fund account
- The Association shall submit the annual budgets to the RDA and ACB by November 25th of each year
- The Association shall meet with staff prior to November 25th of each year to review those portions of the annual budgets relating to facilities maintenance
- The RDA and ACB shall have until December 10th each year to review the annual budgets and to submit any recommended changes to the Association
- The Association shall adopt the annual budgets, as reviewed by the RDA and ACB, by December 20th each year
- Any portion of the annual budgets dealing with or relating to maintenance, repair or replacement, or improvements and equipment shall be subject to approval by the RDA prior to final adoption by the Association

CPT – 2020 Five Year Maintenance Plan

Carpets

- Lobby Carpets are cleaned at least 6 times each year. Other areas are cleaned 2+ times yearly
- Evaluation/Replacement Consideration for Lobby Carpet - 2021

Lobby Furniture

- Lobby Furniture is cleaned 2+ times yearly
- Replacement will be considered – 2021
 - Replacement is being considered early – Funds are available/Wearing out early

Light Fixtures

- Bulbs are replaced as needed – Taking advantage of RMP incentive for LED replacements – 2019, 2020
- Lobby replacements will be considered – 2021

Seating

- Main Stage Seats are cleaned 1+ times yearly
- Leishman Hall Seats are cleaned 1+ times yearly

Performance Areas

- Barlow Stage area is assessed for repairs 1+ times yearly
 - The Gala Lift has an annual maintenance contract
 - Stage Rigging is professionally inspected annually
 - Repairs/Replacement as needed
 - Draperies are inspected and cleaned of dust annually
 - Overhead doors are inspected annually
 - Repairs and replacement as needed
- Leishman Stage area is assessed for repairs 1+ times yearly
 - The Tension Grid is inspected by staff 1+ times yearly
 - The Tension Grid will be professionally inspected – 2021
 - Draperies is Inspected and cleaned of dust annually

Rehearsal Halls

- Floors are cleaned and resealed every 2 years – 2020, 2022, 2024

Fire Suppression System

- The Fire Suppression System is inspected annually
 - Fire Extinguishers are inspected annually

- Fire Extinguishers will be assessed for replacement – 2021

Handicapped Doors

- Repairs are done as needed
 - Professional inspection – 2021

Windows

- Windows are cleaned 2+ times yearly
 - Replacement/Seal maintenance as needed

Elevator

- A yearly maintenance contract is held for the elevator

Roof

- There is a roof inspection by CPT/City Staff 1+ times yearly

Walls

- Wall repair and painting as needed

Other equipment, fixtures, plumbing, etc.

- Repairs are done as needed

CenterPoint Legacy Theatre Budget		2020 Summary	2019 Budget	Change	% Change
Season Ticket Revenue - Actual		825,000	801,910	23,090	
Single Ticket Revenue		375,000	417,025	(42,025)	
Encore Memberships		9,000	6,000	3,000	
Ticket Exchange Fees		-	-	-	
Show Sponsorships		81,000	90,000	(9,000)	
Season Sponsorships		170,000	-	170,000	
Leishman Hall Revenue		16,880	48,880	(32,000)	
Leishman Hall Misc Revenue		-	-	-	
Academy		508,750	405,625	103,125	
Rentals		25,250	35,375	(10,125)	
Concessions		72,000	72,000	-	
Friend to Friend Ticket Sales		8,000	5,200	2,800	
Annual Fundraising Gala		125,000	125,000	-	
Events (Concerts/Community)		20,000	18,000	2,000	
Miscellaneous Income		10,002	10,080	(78)	
In-Kind Revenue		-	-	-	
Total Operating Revenue		\$ 2,245,882	\$ 2,035,095	210,787	10.36%
Barlow Theatre (Direct Costs)		541,280	514,438	26,842	
Leishman Hall		21,154	43,746	(22,592)	
Academy		368,755	312,451	56,303	
Rental Expenses (Facility, Costume, Props)		14,188	13,525	663	
Concessions		51,448	51,984	(536)	
Production Overhead Costs		337,129	228,726	108,403	
Total Direct Costs		\$ 1,333,953	\$ 1,164,870	169,083	
Marketing		170,977	145,350	25,626	
Development		189,402	160,212	29,190	
Box Office		114,545	114,494	51	
Administrative		275,715	265,028	10,688	
Facilities		365,904	333,591	32,313	
Total Admin Expenses		\$ 1,116,543	\$ 1,018,675	97,868	
Total Operating Expenses		2,450,496	2,183,546	266,951	12.23%
Depreciation		61,866	47,088	14,778	
Total Expenses		\$ 2,512,362	2,230,634	281,729	12.63%
Net Income From Operations		(266,480)	(195,539)	(70,942)	36.28%
Other Non Operational Items:					
Individuals and Small Corporation Donations		37,000	40,000	(3,000)	
Foundations/Corporations/Grants/RAP Tax		149,000	172,000	(23,000)	
Total Donations		\$ 186,000	212,000	(26,000)	-12.26%
Interest Earnings		15,600	18,889	(3,289)	-17.41%
Net Income		\$ (64,880)	\$ 35,350	(100,231)	-283.54%
Other Items:					
Maintenance reserve funding		22,459	22,471	Based on 1% of revenue	
Operation reserve funding		-	-		
		(87,339)	12,879		

CenterPoint Theatre Reserve Fund Report

11/26/2019

Maintenance Reserve Fund	\$	326,817.35
Operations Reserve Fund	\$	193,920.80
Capital Reserve Funds	\$	42,950.88

CENTERVILLE

**Staff Backup Report
12/3/2019**

Item No. 3.

Short Title: Minutes Review and Acceptance

Initiated By:

Scheduled Time:

SUBJECT

November 19, 2019 RDA Minutes

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

- November 19, 2019 RDA Minutes

Minutes of the **Redevelopment Agency of Centerville** meeting held Tuesday, November 19, 2019 at 5:30 p.m. in the Centerville City Council Chambers, 250 North Main Street, Centerville, Utah.

DIRECTORS PRESENT

Tamilyn Fillmore
William Ince
Stephanie Ivie, Vice Chair
George McEwan
Robyn Mecham
Clark Wilkinson, Chair

STAFF PRESENT

Brant Hanson, RDA Executive Director
Lisa Romney, City Attorney
Jacob Smith, Administrative Services Director
Leah Romero, City Recorder
Katie Rust, Recording Secretary

VISITORS

Matthew Salcedo, ACP Management
Adam Lewis, Situs Retail Group
Jeffrey Moss, Gensler
Cody Hill, Lewis Hill Robertson & Burningham
Jansen Davis, CPT Executive Director

FIFTH AMENDMENT TO THE AGREEMENT FOR DEVELOPMENT OF LAND – LOT 1 OF CENTERVILLE GATEWAY SUBDIVISION – MARKETPLACE DRIVE AND PARRISH LANE

Deerwood Investments Utah, LLC is the fee title owner of Lot 1 of the Centerville Gateway Subdivision consisting of approximately 1 acre of real property at the corner of Marketplace Drive and Parrish Lane. Deerwood Investments is in negotiations with Bank of America to lease all of Lot 1 to construct and operate a bank facility. Lot 1 currently consists of the Iggy's sit-down restaurant which went out of business earlier this year. It is the intent of Bank of America to demolish the existing Iggy's structure and rebuild a new bank facility. The Fifth Amendment to the Agreement for Development of Land was prepared for RDA consideration proposing approval of the use of a bank or financial institution as an approved use of Lot 1, and approval of Bank of America as an approved user of Lot 1.

Matthew Salcedo with ACP Management and Adam Lewis with Situs Retail Group stated they are familiar with commercial business in Centerville, and described unsuccessful efforts to lease the Iggy's space to another sit-down restaurant. Jeffrey Moss, architect with Gensler, emphasized that Bank of America delivers a good product. Mr. Salcedo explained reasons for the Centerville Iggy's closure and the struggle experienced currently by the casual sit-down restaurant market. Most of the Iggy's locations in Utah are sitting vacant or were backfilled with sit-down restaurants at much lower lease rates than desired. Mr. Lewis explained that the configuration and size of the Centerville Iggy's building are problematic. He explained Bank of America's desire to open in Centerville with a commitment to a \$4.5 million dollar building. Responding to a question from Chair Wilkinson, Mr. Lewis briefly described Bank of America's plan for responding to and remaining competitive in the changing bank industry.

Director McEwan commented that the subject property may be affected by a future widening of Marketplace Drive if widening is necessary to accommodate the planned double-left turn lane off of Parrish Lane, and suggested discussions with UDOT should take place. Mr. Moss responded that the proposed site plan includes parking well in excess of the required 22-

1 stalls, which would allow flexibility to work with UDOT. He added that Lot 1 has a shared parking
2 agreement with Lot 2.

3
4 Director Fillmore asked if the proposed agreement ties approval of bank use to use by
5 Bank of America, or if approval of bank use would open the use up for any bank at that location.
6 Lisa Romney, City Attorney, responded that the current draft of the amendment does not tie the
7 bank use to Bank of America, but noted that any future user would have to apply for RDA
8 approval. Director Fillmore said she is not sure that bank or financial institution is the right use
9 for the location. Vice Chair Ivie asked what financial benefit Bank of America would bring to
10 Centerville, considering the fact that bank use does not generate much sales tax revenue.
11 Director McEwan commented that Bank of America may be an amenity that causes other things
12 to happen within the City. He suggested Bank of America would not be willing to invest \$4.5
13 million in the community if they did not feel certain of being successful. Director McEwan
14 suggested the convenience factor of a bank drive-thru matches what already exists in the area.
15

16 Director Fillmore stated she would like to see the highest and best use for the gateway
17 space into the community. Ms. Romney commented that limited parking on the site reduces the
18 number of possible uses. Director McEwan stated that Centerville is not a restaurant
19 destination, and said he believed it would be remiss to pass on the proposed opportunity.
20 Director Mecham said she personally did not think Iggy's was the best example of whether a
21 restaurant could be successful at that location.
22

23 Mr. Lewis anticipated that Bank of America would bring 14-20 jobs to Centerville. Brant
24 Hanson commented that bank use can create indirect tax revenue by attracting customers who
25 spend money at other locations in the City. Director Fillmore said she would like to table
26 consideration and gather data to help with the decision. Mr. Hanson suggested the property
27 would see an increase in property value and property tax. He added that the City needs to work
28 on creating jobs as well as the sales tax base. Ms. Romney confirmed the agreement could be
29 drafted to limit bank use at that location to Bank of America. Mr. Moss shared data of drive-thru
30 bank use compared to restaurant and fast-food use. He explained that the majority of Bank of
31 America's presence in Utah will be in smaller vestibule spaces, with a more significant presence
32 in Centerville that would most likely include a Merrill Lynch office. Director McEwan said he
33 could not see a serious downside to approving the proposed agreement.
34

35 Mr. Salcedo emphasized he is certain he will not be able to find an adequate restaurant
36 user for that location. Director Fillmore and Chair Wilkinson agreed they would like to see a
37 best-uses analysis. Mr. Lewis suggested a bank may be a healthy alternative in an area already
38 heavily congested with restaurant traffic.
39

40 **ANNUAL REPORT**

41
42 Jacob Smith, Administrative Services Director, presented a November 1, 2019 Annual
43 Report.
44

45 **PARRISH GATEWAY RDA EXTENSION**

46
47 Cody Hill with Lewis Young Robertson & Burningham explained extensions for project
48 areas created before 1993. The Parrish Gateway Area was created in 1989, has been collecting
49 additional tax increment since 1996, and is scheduled to terminate in Tax Year 2021. An
50 extension of the Project Area would add seven years and create an additional \$3,307,290.00 in

1 tax increment, for a total of \$5,656,555.00 additional tax increment. Mr. Smith and Mr. Hill
2 answered questions from the RDA.

3
4 Director McEwan made a **motion** to adopt Resolution No. 2019-02 with intent to extend
5 the Parrish Gateway Project Area. Director Ince seconded the motion, which passed by
6 unanimous vote (5-0).

7
8 Director Fillmore was excused at 7:00 p.m.

9
10 **CENTERPOINT THEATER**

11
12 Jan Davis, Executive Director of CenterPoint Legacy Theatre (CPT), reported that next
13 season will be CPT's tenth season. Mr. Davis explained the desire to add a warming kitchen to
14 the facility, and presented cost estimates. The RDA Board and Staff will review the proposed
15 CPT Budget for the coming year, and proposed plans and numbers for the kitchen for
16 discussion at the next meeting.

17
18 **COUNCIL MEETING**

19
20 At 7:09 p.m., Director Ince made a **motion** to adjourn to regular City Council meeting,
21 with intent to return to the RDA meeting following the City Council meeting. Director Mecham
22 seconded the motion, which passed by unanimous vote (4-0).

23
24 The RDA meeting reconvened at 8:54 p.m., with Director Fillmore having returned to the
25 meeting.

26
27 **MINUTES REVIEW AND ACCEPTANCE**

28
29 The minutes of the October 15, 2019 RDA meeting were reviewed. Director Ince made a
30 **motion** to accept the minutes. Director Mecham seconded the motion, which passed by
31 unanimous vote (5-0).

32
33 **ADJOURNMENT**

34
35 At 8:56 p.m., Director Ince made a **motion** to adjourn the RDA meeting and return to
36 regular City Council meeting with no intention to return to RDA. Director Mecham seconded the
37 motion, which passed by unanimous vote (5-0).

38
39
40
41
42 _____
43 Brant Hanson, RDA Executive Director

Date Approved

44
45
46 _____
47 Katie Rust, Recording Secretary