REDEVELOPMENT AGENCY OF CENTERVILLE CITY
AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE CITY COUNCIL WILL HOLD ITS REDEVELOPMENT AGENCY OF CENTERVILLE MEETING AT 9:00 PM ON APRIL 17, 2018 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 City Council 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.

A notebook containing supporting materials for the business agenda items is available for public inspection and review at City Hall and will be available for review at the meeting. Upon request, a citizen may obtain (without charge) the City Manager's memo summarizing the agenda business**, or may read this memo on the City's website: http://centerville.novusagenda.com/agendapublic.**

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

A. NEW BUSINESS

1. Minutes Review and Acceptance

   April 3, 2018 RDA meeting minutes

2. Assignment and Assumption Agreement for Centerville Corporate Park Subdivision

   Consider Assignment and Assumption Agreement for Centerville Corporate Park Subdivision

B. ADJOURNMENT

Steve H. Thacker
Executive Director

CENTERVILLE

Staff Backup Report
4/17/2018

Item No. 1.

Short Title: Minutes Review and Acceptance

Initiated By:

Scheduled Time:

SUBJECT

April 3, 2018 RDA meeting minutes

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

- 04-03-2018 RDA minutes

Minutes of the **Redevelopment Agency of Centerville** meeting held Tuesday, April 3, 2018 at 9:00 p.m. in the Centerville City Hall Council Chambers, 250 North Main Street, Centerville, Utah.

DIRECTORS PRESENT	Clark Wilkinson, Chair
	William Ince
	Stephanie Ivie, Vice-Chair
	Robyn Mecham
	Tamilyn Fillmore
	George McEwan
STAFF PRESENT	Steve Thacker, RDA Executive Director
	Jacob Smith, Management Services Director
	Lisa Romney, City Attorney
	Marcus Arbuckle, Keddington & Christensen
	Avalon Comly, Recording Secretary

UPDATED FINANCIAL ANALYSIS/PROJECTIONS

Steve Thacker explained the process of residential and commercial property valuation. Centerville received $135,000 less in tax increment than expected, which Mr. Thacker said is due in part to a reduction in the valuation of the MTC buildings and an incorrect assessment of the Fred Hale project. The main reason, however, is the shift in relative valuation between commercial and residential properties.

Mr. Thacker updated the Directors on expected revenue and expenditures for the RDA, and the status of loans between project areas. He presented adopted and estimated actual budget figures, and reviewed RDA financial commitments. Director Mecham questioned the need for the RDA to incentivize the Legacy Trails Development. Mr. Thacker clarified that the RDA only discussed helping with the trail connection, and did not commit to a specific dollar amount. Director McEwan said he believes the risk tradeoff for the developer not having a firm commitment for RDA participation was the benefit of the higher density.

Director Fillmore said she would like the RDA to keep in mind that the overpass is going to be rebuilt, and she believes betterments would be an important use of RDA money. Mr. Thacker suggested the RDA authorize a tax increment analysis when approached about tax increment participation for developments in the future. Director Ince pointed out that each year properties are not built up represents less tax income.

Responding to a question from Director Ince, Mr. Thacker said he is optimistic that the hotel and restaurant project on the northwest corner of Parrish Lane and 1250 West will happen. Mr. Thacker stated he does not know when Mr. Hale and Mr. Salmon will approach the RDA with additional information about the Legacy Trails Development.

Referring to the financial projections, Director Ince commented that Parrish Gateway Area revenue may go up now that the MTC building has been sold. Director Ince asked when the overpass will be rebuilt, and Mr. Thacker responded likely not within the next ten years.

Steve Thacker presented potential uses for RDA funds:

- The Parrish Gateway Area could set money aside for the Theater Reserve Fund.
- Money could be used within project areas for street maintenance or reconstruction. Staff recommends construction cost of the roundabout on 1250 West north of Parrish Lane could be shared by the Legacy Crossing and Barnard Creek project areas.

- A revolving loan fund could be established to help keep buildings freshened and up-to-date in the Parrish Gateway Area.
- A pathway along 1250 West north of Parrish Lane to connect with the Legacy trail (will not be funded by grant).
- Legacy trail connection with the Fred Hale project in the Legacy Crossing Area - $75,000.
- Affordable housing allowance (10%) from Barnard Creek Project Area revenue.
- Enhancements for the interchange replacement would benefit all three project areas.
- Support for the CenterPoint Gala would be a Parrish Gateway Area expense.

Ms. Romney reviewed projects mentioned in the Barnard Creek Area Plan. Director Fillmore said she is uncomfortable funding street projects with RDA money. Mr. Thacker stated the Chase Lane I-15 water main and Barnard Creek Culvert project have been funded by other sources. Director Fillmore commented that she voted against creation of the Barnard Creek CDA because she did not feel a high enough return on investment was projected. Director Fillmore said she believes the goal regarding return on investment is to find a balance between job centers and retail.

The RDA could wait until May or June to decide how to allocate funds. Mr. Thacker recommended paying $100,000 to the Parks Capital Improvement Fund now for the soil moved from the performing arts center site to the Community Park Expansion site; and recommended the Barnard Creek Area repay the $11,598 to the Parrish Gateway Area now. Payment for Parrish Lane fencing should be shown on balance sheets as an obligation of the RDA to the General Fund, but does not need to be identified at this time with a specific project area.

Director McEwan made a **motion** to authorize the Barnard Creek Project Area to repay $11,598 to the Parrish Gateway Project Area. Director Ince seconded the motion, which passed by unanimous vote (5-0).

Vice-Chair Ivie made a **motion** for the Parrish Gateway Project Area to pay $100,000 to the Parks Capital Improvement Fund for the Community Park Expansion Project. Director Ince seconded the motion, which passed by unanimous vote (5-0).

Director McEwan made a **motion** to set up a receivable in the amount of $116,929 owed to the General Fund for Parrish Lane fencing. Vice-Chair Ivie seconded the motion, which passed by unanimous vote (5-0).

Director McEwan made a **motion** to direct staff to analyze the bylaws and create appropriate amendments to allow the Chair, as a Director, to vote on RDA issues if allowed by State law. Vice-Chair Ivie seconded the motion, but no vote occurred.

Director McEwan made a **motion** to fund a table at the CenterPoint Gala for $2,500. The motion was seconded by Vice-Chair Ivie and passed by unanimous vote (5-0).

MINUTES REVIEW AND ACCEPTANCE

The minutes of the March 21, 2018 Redevelopment Agency meeting were reviewed. Vice-Chair Ivie made a **motion** to accept the minutes. Director Ince seconded the motion, which passed by unanimous vote (5-0).

ADJOURNMENT

Director Ince made a **motion** to adjourn the meeting at 10:16 p.m. Vice-Chair Ivie seconded the motion, which passed by unanimous vote (5-0).

______________________________ ____________________
Steve Thacker, RDA Executive Director Date Approved

____
Katie Rust, Recording Secretary

CENTERVILLE

Staff Backup Report
4/17/2018

Item No. 2.

Short Title: Assignment and Assumption Agreement for Centerville Corporate Park Subdivision

Initiated By:

Scheduled Time:

SUBJECT

Consider Assignment and Assumption Agreement for Centerville Corporate Park Subdivision

RECOMMENDATION

Approve Assignment and Assumption Agreement between the City, RDA, Dayton West, LLC, and J&S Purpura Ventures, LLC for Lot 1 and Lot 201 of the Centerville Corporate Park.

BACKGROUND

The City and RDA have previously entered into governing documents for the development of property within the Centerville Corporate Park Subdivision located at approximately 400 West and Parrish Lane. Such documents have been recorded against all property within the project area and all property and property owners within the project are subject to the terms and conditions of the governing documents. Prior to transferring any interests or rights in the project, the parties must obtain prior written consent of the City and RDA. In addition, any future assignee is required to consent in writing to be bound by the terms and conditions of the governing documents. J&S Purpura Ventures, LLC is currently under contract to purchase Lot 1 and Lot 201 within the Centerville Corporate Park Subdivision from Dayton West, LLC. The attached Assignment and Assumption Agreement has been prepared for purposes of assigning rights and obligations from Dayton West, LLC to J&S Purpura Ventures, LLC, in accordance with requirements of the governing documents.

ATTACHMENTS:

Description

- Assignment Agreement - Centerville Corporate Park - Lot 1 and Lot 201

When recorded, return to:

Centerville City
Attn: City Recorder
250 North Main Street
Centerville, Utah 84014

Affects Parcel: 02-184-0001, 02-236-0201

ASSIGNMENT AND ASSUMPTION AGREEMENT
(Lot 1 and Lot 201)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of the ______ day of _______________, 2018, by and between **DAYTON WEST, LLC,** a Utah limited liability company ("Assignor"), **J&S PURPURA VENTURES, LLC**, a Delaware corporation ("Assignee"), **CENTERVILLE CITY,** a Utah municipal corporation ("City"), and the **REDEVELOPMENT AGENCY OF CENTERVILLE CITY**, a community development and renewal agency and public body organized and existing under the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act of the State of Utah ("RDA"), collectively, the "Parties", or individually, a "Party".

RECITALS:

WHEREAS, Assignor and the City and/or the RDA have previously entered into certain governing documents for the development of property within the Centerville City Corporate Park Subdivision and the Centerville Corporate Park Subdivision (Amended) located at approximately 400 West and Parrish Lane, in Centerville, Utah, which property is more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Property");

WHEREAS, such governing documents for development of the Property include the following: Parrish Lane Gateway Neighborhood Development Plan dated August 1, 1989, as amended by that certain Amendment to the Parrish Lane Gateway Neighborhood Plan dated February 1, 2008; Grant of Easements and Restrictions for the Centerville Corporate Park Subdivision dated June 23, 2000, as amended by that certain Amendment No. 1 to the Grant of Easements and Restrictions dated March 31, 2009; Development Agreement dated May, 24, 2000; Agreement for Disposition of Land for

Private Development dated April 19, 2000; as amended June 26, 2000, Agreement and Option Agreement dated October 11, 2006, as amended by Amendment No. 1 to the Agreement and Option Agreement dated March 31, 2009; and Conditional Use Permit for Planned Center dated May 10, 2000, as amended and superseded by Amended Conditional Use Permit for Planned Center dated April 8, 2009, deed restrictions, conditions, and covenants as disclosed by Special Warranty Deed recorded November 14, 2006, and any plat notes affecting the same ("Governing Documents"); and

WHEREAS, Assignee desires to purchase or has purchased a portion of the Property known as Lot 1 and Lot 201 which lots are more particularly described in **Exhibit "B,"** attached hereto and incorporated herein by this reference ("Lot 1 and Lot 201"); and

WHEREAS, Assignor desires to assign all of Assignor's rights and obligations under the Governing Documents as they relate to Lot 1 and Lot 201 to Assignee under the terms and conditions of the Governing Documents as more particularly provided herein; and

WHEREAS, the Parties are entering into this Agreement in order to effect an assignment by Assignor and acceptance and assumption by Assignee of the Governing Documents as they pertain to Lot 1 and Lot 201 and any other property within the project which Assignee has an interest, as more particularly provided herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment and Assumption. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Governing Documents as they pertain to Lot 1 and Lot 201, together with Assignor's rights, powers and privileges thereunder existing from and after the date of this Agreement. Assignee hereby accepts the same and assumes the rights and responsibilities of the Governing Documents as they pertain to Lot 1 and Lot 201 and agrees to timely pay and perform each and every obligation to be paid and performed under the Governing Documents as they pertain to Lot 1 and Lot 201 from and after the date of this Agreement. Assignee agrees to be bound by the terms of the Governing Documents and to be liable for the performance of each of the obligations contained in the Governing Documents as they relate to Lot 1 and Lot 201 and any other applicable obligation. Assignee shall be deemed to be an "Owner" separate and distinct from the Owner of any other Lot and each Lot 1 and Lot 201 shall be deemed to be a "Lot" for all purposes of the Governing Documents.

2. No Tax Increment. Assignee agrees that there shall be no tax increment assigned for Lot 1 and Lot 201. Any and all tax increment as contemplated by the Governing Documents for Lot 1 and Lot 201 of the original Centerville Corporate Park Subdivision shall remain with and/or inure to Assignor.

3. **Subdivision Plat Approval**. Assignee agrees to be bound by all the terms and conditions of the subdivision waiver/lot split approval by the City for the Centerville Corporate Park Subdivision Amended, as approved by the City on October 10, 2012.

4. **Acknowledgment of Recording**. Assignee hereby acknowledges the recording of the Development Agreement against the Property and authorizes the recording of this Assignment against Lot 1 and Lot 201 and any other property within the project in which Assignee has an interest.

5. **Successors and Assigns**. This Agreement shall bind the Parties, their personal representatives, successors and assigns. Any assignment of the rights and duties of Assignee as assigned herein shall be subject to and comply with the terms of the Development Agreement, including, but not limited to Section 9 of the Development Agreement.

6. **Attorneys' Fees**. Should any Party commence a legal proceeding to enforce any of the terms or provisions of this Agreement, the prevailing Party in such proceeding shall recover reasonable attorneys' fees and costs from the defaulting Party, as fixed by the court in such proceeding.

7. **Effective Date of Assignment**. The provisions of this Agreement shall become effective immediately upon proper execution by the Parties.

8. **Miscellaneous**. Nothing herein shall be deemed to create the relationship of principal and agent, partnership or joint venture between the Parties. This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against any Party. This Agreement may be amended or modified only in writing. The invalidity or unenforceability of any provision of this Agreement, as determined by a court, shall in no way affect the validity or enforceability of any of the remaining provisions hereof. This Agreement shall be construed according to and governed by the laws of the State of Utah.

[Signature page to follow]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

"Assignor"

DAYTON WEST, LLC

By:____________________________________
Its:____________________________________

"Assignee"

J&S PURPURA VENTURES, LLC

By:____________________________________
Its:____________________________________

“City”

CENTERVILLE CITY

____
Mayor Clark A. Wilkinson

ATTEST:

____
Mackenzie Wood, City Recorder

"RDA"

REDEVELOPMENT AGENCY OF CENTERVILLE CITY

____
Clark A. Wilkinson, Chair

ATTEST:

____
Secretary

CITY ACKNOWLEDGMENT

STATE OF UTAH)
: **ss.**
COUNTY OF DAVIS)

On the _____ day of ___________________, 2018, personally appeared before me Clark A. Wilkinson, who being duly sworn, did say that he is the Mayor of **CENTERVILLE CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Clark A. Wilkinson acknowledged to me that the City executed the same.

____
Notary Public

My Commission Expires: Residing at:

___________________________ ________________________________

DAYTON WEST ACKNOWLEDGMENT

STATE OF _____________)
: **ss.**
COUNTY OF ___________)

On the ____ day of _________________, 2018, personally appeared before me _______________________, who being by me duly sworn did say that he/she is the managing member of **DAYTON WEST, LLC,** a Utah limited liability company, and that the foregoing 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:

___________________________ ________________________________

ASSIGNEE ACKNOWLEDGMENT

STATE OF ______________)
: ss.
COUNTY OF _____________)

On the ____ day of _________________, 2018, personally appeared before me _______________________, who being by me duly sworn did say that he/she is the _______________________ of **J&S PURPURA VENTURES, LLC,** a Delaware corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and duly acknowledged to me that said corporation executed the same.

____
Notary Public

My Commission Expires: Residing at:

______________________________ ____________________________________

RDA ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On the ______ day of ____________________, 2018, 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 development and renewal agency and public body organized and existing under the Limited Purpose Local Government Entities – Community Development and Renewal Agencies 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:

________________________________ ________________________________

EXHIBIT "A"

Legal Description and Subdivision Plats of Property

All of the Centerville Corporate Park Subdivision and the Centerville Corporate Park Subdivision (Amended) located in Centerville City, Davis County, Utah, according to the official plat thereof as recorded at the Davis County Recorder's Office, State of Utah

EXHIBIT "B"

Legal Description of Lot 1 and Lot 201

All of Lot 1 of the Centerville Corporate Park Subdivision located in Centerville City, Davis County, Utah, according to the official plat thereof as recorded at the Davis County Recorder's Office, State of Utah

and

All of Lot 201 of the Centerville Corporate Park Subdivision (Amended) located in Centerville City, Davis County, Utah, according to the official plat thereof as recorded at the Davis County Recorder's Office, State of Utah