



WORK SESSION AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE CITY COUNCIL WILL HOLD ITS WORK SESSION MEETING AT 6:00 PM ON JULY 18, 2023 AT CENTERVILLE CITY HALL, 250 NORTH MAIN STREET, CENTERVILLE, UTAH.

Centerville City Council meetings are open to the public, unless otherwise closed for reasons allowed by law. Centerville City Council meetings may be conducted via electronic means pursuant to Utah Code § 52-4-207. In compliance with the Americans with Disabilities Act, individuals needing special accommodations due to a disability may contact the City Recorder at (801) 295-3477, at least 24 hours in advance of the meeting. The Mayor and Council reserve the right to modify the sequence of agenda items in order to facilitate special needs or provide greater efficiency.

The full agenda packet and backup materials can be found on the Centerville City website at:

<https://centervilleutah.gov/129/Agendas-Minutes>

A. ROLL CALL

B. BUSINESS ITEMS

Business action or discussion items to be considered.

1. Ferguson Group Presentation
2. Discuss Interlocal Agreement with West Bountiful for Centerville Flex Project
Discuss proposed Interlocal Agreement with West Bountiful regarding the Centerville Flex Project by Stokes Stevenson located at approximately 1250 West (Child Lane) 200 South.

C. DEPARTMENT OR COMMITTEE REPORTS

Department heads or committee chairs may provide updates regarding department or committee assignments or events.

D. CLOSED SESSION

The City Council may vote to discuss matters in a closed session for reasons allowed by law, including, but not limited to, the provisions of Utah Code § 52-4-205 of the Open and Public Meetings Act, and for attorney-client matters that are privileged pursuant to Utah Code § 78B-1-137.

E. ADJOURNMENT

CERTIFICATE OF POSTING

I hereby certify that this notice and agenda was posted at Centerville City Hall, published on the Utah Public Notice Website, and provided to a newspaper or media correspondent in accordance with the requirements of the Utah Open and Public Meetings Act, including, but not limited to, provisions of Utah Code § 52-4-202.

**Jennifer Robison
Centerville City Recorder**

CENTERVILLE
city
CITY COUNCIL
Staff Report
7/18/2023

Item No. 1.

Title: Ferguson Group Presentation

Initiated By:

Staff Representative:

SUBJECT:

RECOMMENDATION:

BACKGROUND:

ATTACHMENTS:

CENTERVILLE
city
CITY COUNCIL

Staff Report

7/18/2023

Item No. 2.

Title: Discuss Interlocal Agreement with West Bountiful for Centerville Flex Project

Initiated By: Brant Hanson, City Manager

Staff Representative: Brant Hanson, City Manager, Lisa Romney, City Attorney

SUBJECT:

Discuss proposed Interlocal Agreement with West Bountiful regarding the Centerville Flex Project by Stokes Stevenson located at approximately 1250 West (Child Lane) 200 South.

RECOMMENDATION:

BACKGROUND:

This matter is scheduled as an action item on the regular City Council meeting. Staff would like to provide the Council with some background regarding the proposed project and agreement.

ATTACHMENTS:

1. Interlocal Agreement - West Bountiful - Centerville Flex Project

INTERLOCAL COOPERATION AGREEMENT [Centerville Flex Project]

THIS INTERLOCAL COOPERATION AGREEMENT (“**Agreement**”), dated _____, 2023 (“**Effective Date**”), is between Centerville City, a Utah municipal corporation (“**Centerville**”), and West Bountiful City, a Utah municipal corporation (“**West Bountiful**”) (individually, a “**City**” and collectively, the “**Cities**”), with reference to the following:

A. Stokes Stevenson Centerville Flex, LLC (“**Developer**”) owns and intends to develop an office warehousing project consisting of multiple buildings and related improvements on property that is partially located within Centerville at approximately 1250 West (Child Lane) 200 South, Centerville, Utah 84014 and partially located within West Bountiful at approximately 640 West 2300 North, West Bountiful, Utah 84087 (“**Flex Project**”), as more particularly described in attached **Exhibit A**.

B. The Utah Interlocal Cooperation Act, as more particularly set forth in Utah Code Ann. §§ 11-13-101, *et seq.*, as amended (“**Interlocal Cooperation Act**”), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and, thereby, to provide services and facilities in a manner and under forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

C. In accordance with the terms and conditions of the Interlocal Cooperation Act, Centerville and West Bountiful have determined that it is necessary, desirable, and in the best interest of the public they serve, to enter into this Agreement for coordination of the multi-jurisdictional review, development, and operation of the Flex Project, including responsibilities for review and permitting; the allocation of taxes, fees, and revenues; and providing municipal services.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Cities agree as follows.

1. **Incorporation of Recitals.** The above Recitals are incorporated into and made a part of this Agreement.

2. **Initial Development Approval Process.** West Bountiful agrees to allow Centerville to review and approve all aspects of the initial permitting and development of the Flex Project as if the entire project was located in Centerville. Such review and approval of the Flex Project shall be based on compliance with applicable Centerville ordinances, rules, and regulations. All drawings and plans for public improvements within the Flex Project shall comply with the Centerville Standards and Specifications. Centerville has full authority to review and issue permits, licenses, and all other approvals for the initial development of the Flex Project, including those portions of the Flex Project located in West Bountiful, and all such approvals and entitlements issued by Centerville for portions of the Flex Project within West Bountiful will be binding and effective upon West Bountiful. For purposes of this Agreement, “initial development” of the Flex Project shall include the development and construction of all on-site and off-site

improvements associated with the project as set forth in the final subdivision and final site plan for the Flex Project as approved by Centerville City, including, but not limited to, the construction and installation of all public improvements, utility infrastructure and facilities, buildings, parking improvements, landscaping, etc. Initial development shall include all such improvements and construction associated with the approved final subdivision and final site plan and/or occurring within the three (3) years from the date of this Agreement, whichever occurs first.

3. **Future Development Permitting, Licensing, and Enforcement.** Following completion of the initial construction and development of the Flex Project, the Cities will allocate the authority and responsibility for any future development permitting, licensing, and enforcement within the Flex Project as follows:

(a) Centerville will be responsible for Proposed Buildings 1 and 3 and the associated real property, as depicted in **Exhibit B** (collectively, the “**Centerville Buildings**”); and

(b) West Bountiful will be responsible for Proposed Building 2 and the associated real property, as depicted in **Exhibit B** (collectively, the “**West Bountiful Building**”).

(c) Staff from Centerville and West Bountiful are hereby directed to jointly prepare **Exhibit B** designating an artificial boundary line dividing the Flex Project property between the proposed Buildings 1 and 3 (Centerville Buildings) and Building 2 (West Bountiful Building) as the agreed upon property allocation between the Cities. Such artificial boundary line and property allocation shall be roughly proportionate to the existing real property percentage allocations and should take into consideration sufficient parking, landscaping, drive aisles, and other development improvements necessary for each building and/or portion of the Flex Project to function on its own.

4. **Permitted Uses.** Uses within the Flex Project shall be limited to permitted and conditional uses within the Centerville Industrial Very-High (I-VH) zone as set forth in the Centerville Zoning Code.

5. **Land Use Review.** As provided in Section 2, land use review and approval for all initial construction and development within the Flex Project will be conducted by Centerville in accordance with applicable Centerville land use ordinances, rules, and regulations. As the party responsible for land use review and approval, Centerville is entitled to retain all the fees associated with such land use review and approval process. Centerville will be entitled to retain any fines or fees associated with land use enforcement relative to the Centerville Buildings, and West Bountiful will be entitled to retain any fines or fees associated with land use enforcement relative to the West Bountiful Building.

6. **Building Permit Review.** Building permit review and approval for all initial construction and development within the Flex Project will be conducted by Centerville in accordance with applicable Centerville building codes, ordinances, rules, and regulations. As the party responsible for building permit review and approval, Centerville is entitled to retain all the fees associated with such building permit review and approval process. Centerville will be entitled to retain any fines or fees associated with building permit enforcement relative to the Centerville

Buildings, and West Bountiful will be entitled to retain any fines or fees associated with building permit enforcement relative to the West Bountiful Building.

7. **Business Licensing Review.** Business licensing review, approval, and enforcement for all businesses and uses within the Flex Project will be conducted by each City in accordance with its applicable business license codes, ordinances, rules, and regulations, according to the allocation of responsibility in Section 3. Each City is entitled to retain all fees and fines associated with its business licensing review, approval, and enforcement in accordance with this Agreement.

8. **Utility Services.** Utility services for the Flex Project will be provided by the service provider and otherwise in a manner set forth in attached **Exhibit C**. To the extent one of the Cities is responsible for providing utility services to the Flex Project, that City is entitled to the utility fees and assessments associated with those services and any fines or fees associated with enforcement. For utility services provided by a service provider other than one of the Cities, Developer will apply for and obtain those utility services in accordance with the third-party provider requirements.

9. **Other Services.** Other services for the Flex Project will be provided by the service provider and otherwise in the manner set forth in attached **Exhibit D**. To the extent one of the Cities is responsible for providing those services to the Flex Project, that City is entitled to the fees and assessments associated with those services and any fines or fees associated with enforcement. For services provided by a service provider other than one of the Cities, Developer will apply for and obtain those utility services in accordance with the third-party provider requirements.

10. **Impact Fees.** Centerville shall impose and obtain impact fees from the developer of the Flex Project for the entire project area in accordance with applicable Centerville impact fee ordinances and regulations. Centerville impact fees include storm drain impact fees and culinary water development impact fees. Centerville shall have the right to retain and use such impact fees collected from the developer in accordance with State law. West Bountiful shall impose and obtain street impact fees from the developer of the Flex Project for the portion of the project in West Bountiful in accordance with applicable West Bountiful impact fee ordinances and regulations. West Bountiful shall have the right to retain and use such impact fees collected from the developer in accordance with State law. The Flex Project shall also be subject to Fire/EMS impact fee as assessed by the South Davis Fire Agency.

11. **Taxes, Fees, and Revenue Sharing.** Unless otherwise allocated to one City in paragraphs 5 to 10 above, or otherwise provided herein, all taxes, fees, assessments, and any other municipal revenue for the Flex Project ("**Municipal Revenue**") will be paid to each City based on the allocation set forth in attached **Exhibit E**. The Municipal Revenue will be subject to any amounts owing under County and State law.

12. **Term.** This Agreement will become effective when the Cities have executed an original of this Agreement as required by law and will continue in effect for a period of 20 years, unless terminated earlier by mutual consent of the Cities. After the initial 20-year term, this Agreement shall automatically renew for additional five year terms, up to the statutory maximum of a term not to exceed 50 years. Pursuant to Utah Code Ann. §11-13-209, this Agreement does not take effect until it is filed with the keeper of records of each of the Cities.

13. **Boundary Adjustment.** The Cities may consider and pursue a municipal boundary line adjustment in the future to better address and/or eliminate the need for multi-jurisdictional authority regarding the Flex Project. Any such boundary line adjustment shall be pursued in accordance with applicable State law.

14. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the Cities with respect to the subject matter hereof and supersedes any prior negotiations, promises, inducements, representations, or agreements pertaining to the subject matter hereof which are not set forth herein. The exhibits attached to this Agreement are incorporated into and made a part of this Agreement.

15. **Successors and Assigns.** This Agreement is binding upon and inures to the benefit of the Cities and their respective officers, employees, representatives, agents, successors, and assigns.

16. **Governing Law.** This Agreement is governed by and will be construed in accordance with the laws of the State of Utah.

17. **Notice.** All notices required or desired to be given pursuant to this Agreement must be in writing and will be deemed to have been provided on the date of personal service upon the City for whom intended or upon receipt if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the Cities at the following addresses. Either City may change its address for notice under this Agreement by giving written notice to the other City in accordance with the provisions of this paragraph.

For Centerville:

Centerville City
Attention: City Manager
250 North Main Street
Centerville, Utah 84014

For West Bountiful:

West Bountiful City
Attention: City Manager
550 North 800 West
West Bountiful, Utah 84087

18. **Governmental Immunity.** The Cities recognize and acknowledge that each City is covered by the Governmental Immunity Act of Utah, as set forth in Utah Code Ann. §§ 63G-7-101, *et seq.*, as amended, and nothing in this Agreement is intended to waive or modify any and all rights, defenses or provisions provided in the Act. Each City is responsible and will defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

19. **No Separate Legal Entity.** No separate legal entity is created by the terms of this Agreement. There will be no real or personal property acquired jointly by the Cities as a result of this Agreement.

20. **Joint Board.** To the extent this Agreement requires administration, it will be administered by the City Managers of the Cities acting as a joint board for that purpose.

21. **Third Parties.** This Agreement is not intended to benefit any person or entity not named as a party to this Agreement.

22. **Headings.** Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

23. **Force Majeure.** Neither City will be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to acts of God, acts of the United States Government or the State of Utah, fires, floods, or other casualties or causes beyond the reasonable control and without the fault or negligence of the City obligated to perform hereunder. Each City will make every reasonable effort to keep delay in performance as a result of such a cause to a minimum.

24. **Amendment.** This Agreement may not be changed, modified, or supplemented except in writing signed by the Cities.

25. **Counterparts.** This Agreement may be executed in counterparts and delivered by electronic transmission.

26. **Approval.** This Agreement will be submitted to the authorized attorney for each City for review and approval as to form in accordance with applicable provisions of Utah Code Ann. § 11-13-202.5, as amended. This Agreement will be authorized and approved by resolution or ordinance of the legislative body of each City in accordance with Utah Code Ann. § 11-13-202.5, as amended, and a duly executed original counterpart of this Agreement will be filed with the keeper of records of each City in accordance with Utah Code Ann. § 11-13-209, as amended.

27. **Severability.** If any provision of this Agreement is determined by a court to be invalid or unenforceable, that determination will not affect any other provision, each of which will be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability will not affect any valid and enforceable application thereof, and each such provision will be deemed to be effective, operative, and entered into in the manner and to the full extent permitted by applicable law.

28. **Enforcement.** Centerville shall be responsible for enforcement of applicable Centerville land use, development, building, business licensing, and any other applicable ordinances, rules, or regulations for the Centerville Buildings. Such enforcement shall be conducted in accordance with applicable ordinances, rules, and regulations of Centerville. West Bountiful shall be responsible for enforcement of applicable West Bountiful land use, development, building, business licensing, and any other applicable ordinances, rules, or regulations for the West Bountiful Building. Such enforcement shall be conducted in accordance with applicable ordinances, rules, and regulations of West Bountiful.

[Signature page follows.]

THE CITIES have executed this Agreement individually or by and through their respective, duly authorized representatives as of the Effective Date.

WEST BOUNTIFUL:

WEST BOUNTIFUL CITY

By: _____
Mayor Kenneth Romney

ATTEST:

Cathy Brightwell, City Recorder

Approved as to Form:

Stephen B. Doxey, West Bountiful City Attorney

CENTERVILLE:

CENTERVILLE CITY

By: _____
Mayor Clark Wilkinson

ATTEST:

Jennifer Robison, City Recorder

Approved as to Form:

Lisa G. Romney, Centerville City Attorney

**EXHIBIT A
TO
INTERLOCAL COOPERATION AGREEMENT**

Flex Project Description and Depiction

PARCEL 1

BEGINNING AT A POINT WHICH IS NORTH 89°56'12" WEST ALONG THE SECTION LINE 859.98 FEET FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH; AND RUNNING THENCE SOUTH 0°03'48" WEST 273.77 FEET; THENCE NORTH 89°56'12" WEST 326.64 FEET; THENCE NORTH 0°03'48" EAST 221.33 FEET; THENCE SOUTH 89°56'12" EAST 50.00 FEET; THENCE NORTH 0°03'48" EAST 174.70 FEET; THENCE NORTH 89°56'12" WEST 50.00 FEET; THENCE NORTH 0°03'48" EAST 297.50 FEET; THENCE SOUTH 89°56'12" EAST 326.64 FEET; THENCE SOUTH 0°03'48" WEST 419.76 FEET TO THE POINT OF BEGINNING.

PARCEL 2

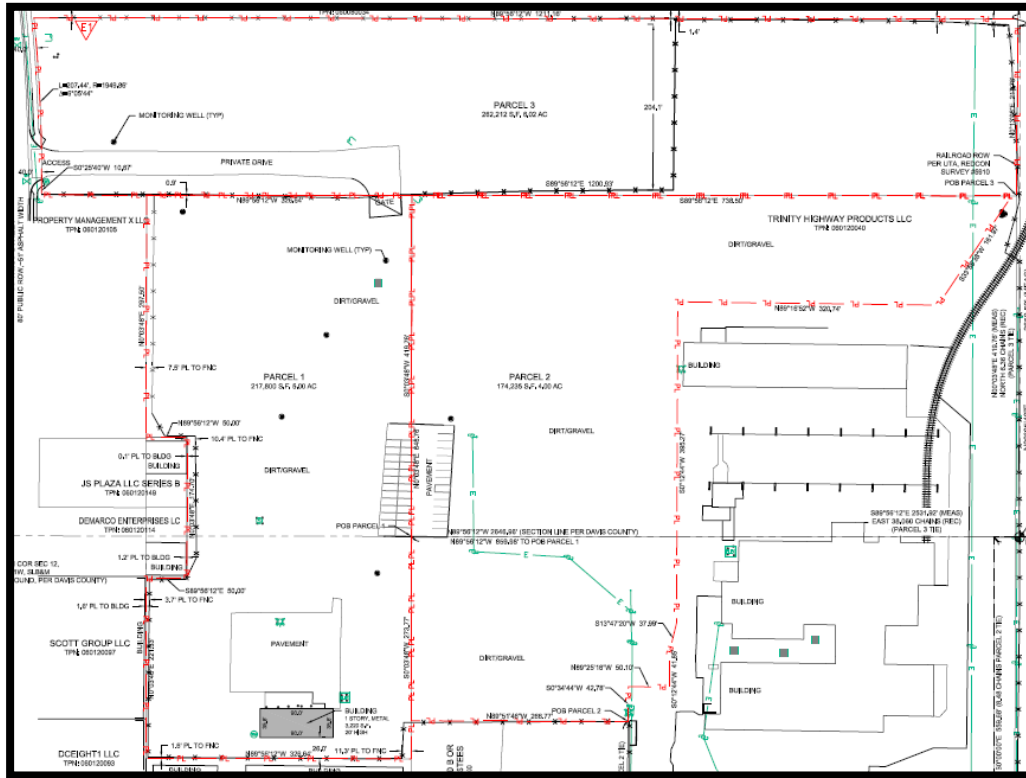
A parcel of land located in the Northeast quarter of Section 13 and the Southeast quarter of Section 12, Township 2 North, Range 1 West, Salt Lake Base and Meridian and is described as follows:

Beginning at a point which is 143.14 feet West and 8.48 chains South and 453.68 feet North 88°54'30" West along the Northerly right-of-way line of Porter Lane and 324.36 feet North 00°34'44" East along a fence line from the Northeast corner of said Section 13, and running thence: North 89°51'46" West 266.77 feet; thence North 00°03'48" East 646.76 feet; thence South 89°56'12" East 738.50 feet; thence South 33°58'38" West 161.97 feet; thence North 89°16'52" West 320.74 feet; thence South 00°12'44" West 395.27 feet; thence South 13°47'20" West 37.99 feet; thence South 00°12'44" West 41.85 feet; thence North 89°25'16" West 50.10 feet; thence South 00°34'44" West 42.78 feet to the point of beginning. Property contains 5.900 acres.

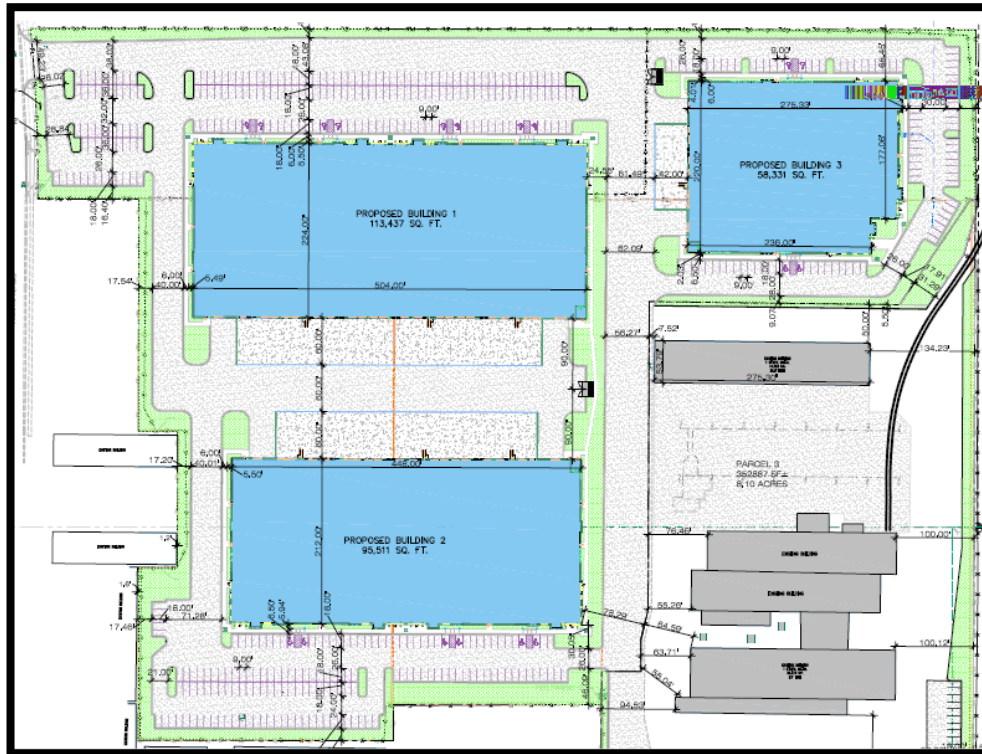
PARCEL 3

Beginning at a point South 89°56'12" East 2531.92 East along the section line (East 38.060 chains record) and North 00°03'48" East 419.76 feet (North 6.36 chains record) from the South Quarter Corner of Section 12, Township 2 North, Range 1 West, Salt Lake Base and Meridian (South line of the Southeast Quarter being South 89°56'12" East 2646.96 feet); and running thence North 00°13'08" East 217.78 feet (North 217.78 record); thence North 89°56'12" West 1211.16 feet (West 1205 feet record) to the East line of a Frontage Road and a point on a 1949.86 foot radius non tangent curve to the right, (radius bears South 84°19'56" West, Chord: South 02°37'12" East 207.34 feet); thence along said Frontage Road the following (2) courses: along the arc of said curve 207.44 feet through a central angle of 06°05'44", and South 00°25'40" West 10.67 feet; thence leaving said Frontage Road South 89°56'12" East 1200.93 feet (East 1199.74 feet record) to the point of beginning. Property contains 6.020 acres.

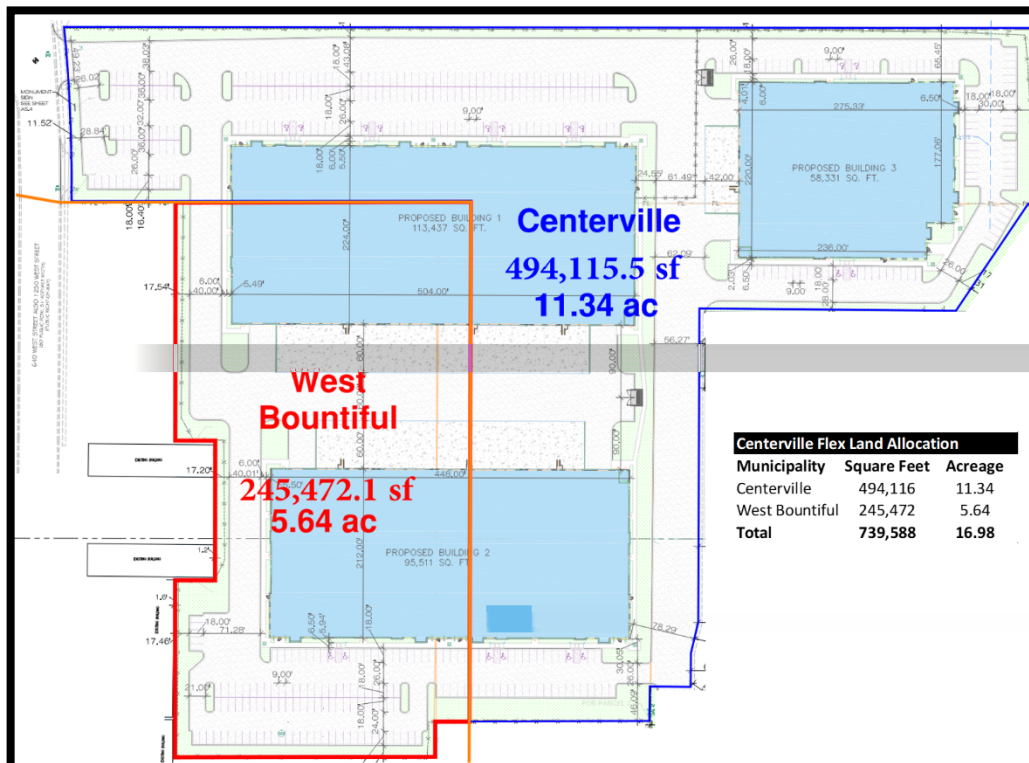
Current Survey



Proposed Site Plan



Existing Land Allocation



**EXHIBIT B
TO
INTERLOCAL COOPERATION AGREEMENT**

Property Allocation

**EXHIBIT C
TO
INTERLOCAL COOPERATION AGREEMENT**

Utility Services Distribution

Service	Responsible Party
Culinary Water	Centerville City
Irrigation Water	Weber Basin Water Conservancy
Storm Drain	Centerville City
Sewer	South Davis Sewer
Gas	Dominion Energy
Electric	Rocky Mountain Power

**EXHIBIT D
TO
INTERLOCAL COOPERATION AGREEMENT**

Other Services Distribution

Service	Responsible Party
Addressing	Centerville for the Centerville Buildings; West Bountiful for the West Bountiful Building
Police	Centerville for the Centerville Buildings; West Bountiful for the West Bountiful Building
Fire & Emergency	South Davis Metro Fire

**EXHIBIT E
TO
INTERLOCAL COOPERATION AGREEMENT**

Future Taxes, Fees, and Service Revenue Sharing

Property Taxes

Property taxes shall be allocated to each City based on the amount of real property and building square footage of the Flex Project located within the Centerville Buildings and the West Bountiful Building. Such calculations and allocation shall be determined by the Davis County Assessor's Office.

Sales Taxes

Sales taxes generated by the Centerville Buildings in the Flex Project shall be allocated to Centerville. Sales taxes generated by the West Bountiful Building in the Flex Project shall be allocated to West Bountiful.

Enforcement Costs

Centerville shall be entitled to collect and retain its enforcement costs associated with the Centerville Buildings. West Bountiful shall be entitled to collect and retain its enforcement costs associated with the West Bountiful Building.

Additional Municipal Revenue

Any additional Municipal Revenue associated with the Centerville Buildings shall be allocated to Centerville, and any additional Municipal Revenue associated with the West Bountiful Building shall be allocated to West Bountiful.