



REDEVELOPMENT AGENCY AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE REDEVELOPMENT AGENCY WILL HOLD A REGULAR MEETING AT 5:30 PM ON JUNE 4, 2024 AT CENTERVILLE CITY HALL, 250 NORTH MAIN STREET, CENTERVILLE, UTAH.

Centerville Redevelopment Agency meetings are open to the public, unless otherwise closed for reasons allowed by law. Centerville Redevelopment Agency 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 Agency reserves 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. Public Hearing - Adopt FY 2025 Final Budget
Adoption of the FY 2025 RDA Final Budget
2. Agreement for Development of Land with Legacy Crossing Theater, LLC - Amendment No. 4 - Tax Increment Exceptions for Tax Years 2023 and 2024
Consider Amendment No. 4 to Agreement for Development of Land with Legacy Crossing Theatre, LLC, to allow RDA distribution of tax increment under limited certain circumstances when performance criteria are not met for tax year 2023 and 2024.
3. Bid Award - Speed Bumps at CenterPoint Theater
C&B Asphalt in the amount of \$11,005.00

C. MINUTES

Minutes of prior meetings may be reviewed and accepted. Minutes review and approval shall comply with the Centerville City Minutes Approval Policy.

1. Minutes Review and Approval
May 7, 2024 RDA Minutes

D. 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**



REDEVELOPMENT AGENCY

Staff Report
6/4/2024

Item No. 1.

Title: Public Hearing - Adopt FY 2025 Final Budget

Initiated By: Nate Plaizier, Finance Director

Staff Representative: Nate Plaizier, Finance Director

SUBJECT:

Adoption of the FY 2025 RDA Final Budget

RECOMMENDATION:

Approve Resolution 2024-01 adopting the FY 2025 RDA Final Budget.

BACKGROUND:

Similar to the process for adopting the City's annual budget, the RDA Board needs to hold a public hearing and adopt the FY 2025 RDA Final Budget before July 1, 2024. The RDA's Final Budget will be included in the City's Final Budget.

Changes since the last public hearing on the Tentative Budget include a slight increase to the Administrative Services account (20-4000-620.0), which is due to budget adjustments in General Fund departments that provide administrative services to the RDA.

ATTACHMENTS:

1. Resolution No. 2024-01
2. FY 2025 RDA Final Budget

RESOLUTION NO. 2024-01

A RESOLUTION ADOPTING THE FY 2025 BUDGET OF FUNDS AND ACCOUNTS FOR THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY, UTAH AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in order to conform with the Utah State Code and Accounting Procedures as outlined in the Uniform Accounting Manual, it is necessary to adopt the Redevelopment Agency Budget which states revenues and expenditures for the Fiscal Year ending June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Adoption. The FY 2025 final budget is hereby adopted, including all funds and accounts as shown in the budget format attached and dated June 4, 2024.

Section 2. Severability. If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY, STATE OF UTAH, THIS 4th DAY OF JUNE 2024.

**REDEVELOPMENT AGENCY OF
CENTERVILLE CITY**

By: _____
Chair

I hereby certify that the above Resolution entitled "A Resolution Adopting the FY 2025 Budget of Funds and Accounts for the Redevelopment Agency of Centerville City, Utah and Providing an Effective Date" is a true and accurate copy of the Resolution passed on the 4th day of June 2024.

ATTEST:

Executive Director

CERTIFICATE OF PASSAGE AND EFFECTIVE DATE

According to the provisions of the U.C.A. § 10-3-719, as amended, resolutions may become effective without publication or posting and may take effect on passage or at a later date as the governing body may determine; provided, resolutions may not become effective more than three months from the date of passage. I, the municipal recorder of Centerville City, hereby certify that foregoing resolution was duly passed by the Redevelopment Agency of Centerville City and became effective upon passage or a later date as the governing body directed as more particularly set forth below.

JENNIFER ROBISON, City Recorder

DATE: _____

EFFECTIVE DATE: _____ day of _____, 2024.

EXHIBIT "A"

FY 2025 RDA FINAL BUDGET

RDA FUND SUMMARY

	Actual FY 2022	Prior Year Actual FY 2023	6 Month Actual FY 2024	12 Month Estimate FY 2024	Amended Budget FY 2024	Dept. Request Budget FY 2025	Tentative Budget FY 2025	Adopted Budget FY 2025
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REDEVELOPMENT AGENCY

REVENUES	\$1,773,643	\$1,792,594	\$95,256	\$2,025,982	\$1,768,000	\$1,780,000	\$1,966,000	\$1,966,000
OPERATING EXPENDITURES	\$650,045	\$673,264	\$215,161	\$696,715	\$784,164	\$867,414	\$1,053,414	\$1,053,414
TRANSFERS OUT	\$388,000	\$385,423	\$228,418	\$456,836	\$456,836	\$385,586	\$385,586	\$385,586
CAPITAL EXPENDITURES	\$0	\$45,912	\$64,016	\$148,032	\$527,000	\$527,000	\$527,000	\$527,000
TOTAL EXPENDITURES	\$1,038,045	\$1,104,599	\$507,595	\$1,301,583	\$1,768,000	\$1,780,000	\$1,966,000	\$1,966,000

REDEVELOPMENT AGENCY

The Redevelopment Agency (RDA) is an agency authorized under State Law Title 17C known as the Limited Purpose Local Government Entities-Community Development and Renewal Agencies. The purpose of the RDA is to facilitate redevelopment efforts in a designated community and to administer projects/programs to assist in economic development, community development and renewing urban areas. The RDA's governing body consists of the current members of the City Council.

The RDA promotes economic development by encouraging private and public investment in previously developed areas that are underutilized or blighted; and by working with businesses to increase jobs available in the community and the state as a whole.

The RDA currently has four Project Areas:

- 1) Parrish Lane Gateway Project Area (traditional Redevelopment Area or RDA);
- 2) Legacy Crossing at Parrish Lane Project Area (Community Development Area or CDA);
- 3) Barnard Creek Project Area (CDA); and
- 4) Porter-Walton Area (Community Reinvestment Area or CRA).

FUND BALANCE	Prior Year Actual FY 2023	12 Month Estimate FY 2024	Amended Budget FY 2024	Adopted Budget FY 2025
Beginning Balance	\$687,995	\$1,569,275	\$1,569,275	\$2,293,674
Revenues	\$1,792,594	\$2,025,982	\$1,768,000	\$1,966,000
Expenditures	(\$1,104,599)	(\$1,301,583)	(\$1,768,000)	(\$1,966,000)
Ending Balance	\$1,569,275	\$2,293,674	\$1,569,275	\$2,293,674

Acct #	Acct Description	Actual FY 2022	Prior Year Actual FY 2023	6 Month Actual FY 2024	12 Month Estimate FY 2024	Amended Budget FY 2024	Dept. Request Budget FY 2025	Tentative Budget FY 2025	Adopted Budget FY 2025	Change
REVENUES										
20-31-100000	TAX INCREMENT - PARRISH LANE	1,115,893	1,025,345	0	1,109,895	1,025,000	1,025,000	1,110,000	1,110,000	8%
20-31-150000	TAX INCREMENT - LEGACY XING	317,104	342,836	0	403,768	343,000	343,000	404,000	404,000	18%
20-31-160000	TAX INCREMENT - BARNARD CREEK	225,197	281,858	0	321,807	282,000	282,000	322,000	322,000	14%
20-31-170000	TAX INCREMENT - PORTER WALTON	0	0	0	0	0	10,000	10,000	10,000	100%
20-36-100000	INTEREST INCOME	1,812	27,901	27,412	54,824	10,000	10,000	10,000	10,000	0%
20-36-870000	INSURANCE REIMBURSEMENT	11,840	0	0	0	0	0	0	0	0%
20-38-750000	DCPA LEASE PAYMENT	101,797	114,654	67,844	135,688	108,000	110,000	110,000	110,000	2%
20-39-250000	USE OF FUND BALANCE	0	0	0	0	0	0	0	0	0%
	TOTAL REVENUE	1,773,643	1,792,594	95,256	2,025,982	1,768,000	1,780,000	1,966,000	1,966,000	11%
EXPENDITURES										
OPERATIONS										
20-4000-210.0	PUBLIC NOTICES	0	0	0	0	100	100	100	100	0%
20-4000-310.0	PROFESSIONAL SERVICES	35,777	18,518	9,330	18,660	56,000	56,000	56,000	56,000	0%
20-4000-315.0	TRF - ELIGIBLE EXPENSES	0	0	0	0	1,000	1,000	1,000	1,000	0%
20-4000-316.0	ENGINEERING	1,575	0	1,285	3,000	1,000	1,000	1,000	1,000	0%
20-4000-420.0	OTHER OBLIGATIONS	9,634	0	578	578	78,684	90,965	281,084	273,581	248%
20-4000-430.0	CONTRACTUAL - LEGACY CROSSING	187,464	220,366	0	215,347	210,000	220,000	216,000	216,000	3%
20-4000-435.0	CONTRACTUAL - RIMINI	35,960	36,111	0	0	0	0	0	0	0%
20-4000-440.0	CONTRACTUAL - BARNARD CREEK	32,633	39,478	0	47,253	34,000	40,000	48,000	48,000	41%
20-4000-445.0	CONTRACTUAL - H S LLC	16,953	22,943	0	21,250	17,000	23,000	23,000	23,000	35%
20-4000-450.0	CONTRACTUAL - YOUNG POWERSPORTS	0	0	0	0	0	8,700	8,700	8,700	100%
20-4000-480.0	MISC SUPPLIES	2,524	2,500	2,800	3,300	2,000	3,000	3,000	3,000	50%
20-4000-511.0	INSURANCE - LIABILITY AND PROPERTY	17,719	20,078	24,653	24,653	25,652	28,731	28,731	28,731	12%
20-4710-810.0	AFFORDABLE HOUSING TRANSFER TO GF	37,199	41,825	22,151	53,946	50,000	70,000	70,000	70,000	40%
20-4000-620.0	ADMINISTRATIVE SERVICES	272,607	271,445	154,364	308,728	308,728	324,918	316,799	324,302	5%
	SUBTOTAL OPERATIONS	650,045	673,264	215,161	696,715	784,164	867,414	1,053,414	1,053,414	34%
TRANSFERS OUT										
20-4710-830.0	TRANSFER - ADDITIONAL INCREM	388,000	385,423	228,418	456,836	456,836	385,586	385,586	385,586	-16%
	SUBTOTAL TRANSFERS OUT	388,000	385,423	228,418	456,836	456,836	385,586	385,586	385,586	-16%
CAPITAL										
20-5000-100.0	TRAFFIC SIGNAL - 400 W	0	45,912	64,016	128,032	487,000	487,000	487,000	487,000	0%
20-5000-150.0	RDA IMPROVEMENTS - Economic Development Plan	0	0	0	20,000	40,000	40,000	40,000	40,000	0%
	SUBTOTAL CAPITAL	0	45,912	64,016	148,032	527,000	527,000	527,000	527,000	0%
	TOTAL EXPENDITURES	1,038,045	1,104,599	507,595	1,301,583	1,768,000	1,780,000	1,966,000	1,966,000	11%



REDEVELOPMENT AGENCY

Staff Report
6/4/2024

Item No. 2.

Title: Agreement for Development of Land with Legacy Crossing Theater, LLC - Amendment No. 4 - Tax Increment Exceptions for Tax Years 2023 and 2024

Initiated By: Dan Bridenstine, US Development

Staff Representative: Lisa Romney, City Attorney

SUBJECT:

Consider Amendment No. 4 to Agreement for Development of Land with Legacy Crossing Theatre, LLC, to allow RDA distribution of tax increment under limited certain circumstances when performance criteria are not met for tax year 2023 and 2024.

RECOMMENDATION:

Approve Amendment No. 4 to Agreement to Development of Land for the Legacy Crossing Theatre, LLC, to allow RDA distribution of tax increment under limited certain circumstances when performance criteria are not met for tax year 2022 and 2024.

BACKGROUND:

The RDA entered into an agreement with Legacy Crossing Theatre, LLC in September 2010 (see attached agreement). Per the agreement (2.1 (B)), the Megaplex must have a minimum of 500,000 theater tickets sold to be eligible to receive their tax increment payment. This past year, 2023, the theater nearly met the threshold with 497,693 tickets sold. The theater anticipates having difficulty meeting the 500,000 annual ticket sales threshold for tax year 2024 as well due to planned remodeling and improvements to the theater that will impact screenings. The RDA has previously approved amendments to the agreement to allow for the remittance of tax increment due to the pandemic despite not meeting the annual ticket sales threshold for tax years 2020-2022. Legacy Crossing Theatre, LLC is requesting an additional amendment to the agreement to allow an exception to the annual ticket threshold for tax year 2023 and 2024 for remodeling and improvements to the theater and other justified reasons. Amendment No. 4 to the Agreement for Development of Land has been prepared by Staff for this purpose.

ATTACHMENTS:

1. RDA_Legacy Crossing Theatre LLC - Amendment No. 4 to Agreement for Development of Land (ADL)
2. Bridenstine Request - Email
3. RDA_Legacy Crossing Theatre, LLC - Amendment No. 1 to Agreement for Development of Land (ADL)
4. RDA_Legacy Crossing Theatre LLC - Amendment No. 2 to Agreement for Development of Land (ADL)
5. RDA_Legacy Crossing Theatre LLC - Amendment No. 3 to Agreement for Development of Land (ADL)

**AMENDMENT NO. 4 TO
AGREEMENT FOR DEVELOPMENT OF LAND (ADL)
BY AND BETWEEN THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY, A
PUBLIC ENTITY, AND LEGACY CROSSING THEATRE, LLC, A UTAH LIMITED
LIABILITY COMPANY**

PARRISH-LEGACY CROSSING COMMUNITY DEVELOPMENT PROJECT AREA
CENTERVILLE CITY, UTAH

THIS AMENDMENT NO. 4 TO AGREEMENT FOR DEVELOPMENT OF LAND (“Amendment No. 4”) is made and entered into as of the ____ day of June, 2024, by and between the **REDEVELOPMENT AGENCY OF CENTERVILLE CITY**, a governmental entity organized under the laws of the State of Utah (the "Agency"), and **LEGACY CROSSING THEATRE, LLC**, a Utah limited liability company (the "Developer"). The Agency and Developer may be referred to in this Amendment No. 4 as a "Party" or collectively as the "Parties."

RECITALS

A. WHEREAS, the Parties previously entered into that certain Agreement for Development of Land dated September 21, 2010 (“Agreement for Development of Land”), regarding tax increment related to the development of the Legacy Crossing at Parrish Lane project located at the southeast corner of 1250 West and Parrish Lane in Centerville City, Davis County, State of Utah; and

B. WHEREAS, the Parties desire to amend the Agreement for Development of Land to address Developer’s annual performance criteria for Tax Increment Years 2023 and 2024 and to provide discretion for the Agency to allow distribution of tax increment under limited certain circumstances even if performance criteria are not met as more particularly described herein.

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

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Amendment.

2. **Amendment to Section 2.2.** Section 2.2 of the Agreement for the Development of Land regarding “Developer’s Failure to Meet the Conditions Precedent” is hereby amended and restated in its entirety as follows:

2.2 **Developer's Failure to Meet the Conditions Precedent.** Except as otherwise provided herein, in the event the Developer fails to perform any term, covenant, or

condition precedent described in Subparagraphs (A), (B), (C), and/or (D) of Section 2.1 during any Tax Increment Year, the Agency shall have no obligation to pay the Developer the annual Tax Increment Subsidy available for such Tax Increment Year and the Tax Increment Subsidy amount available for such Tax Increment Year shall be retained by the Agency and used at its discretion. The Agency, in its sole discretion may make an exception to this provision to allow for the distribution of some or all eligible annual Tax Increment Subsidy to the Developer for the Tax Increment Years 2023 and 2024 due to remodeling and construction of improvements to the Theater 2020, 2021, and 2022 due to COVID-19 related or other justified reasons for reductions in annual ticket sales ~~or other required conditions precedent set forth in Section 2.1.~~ The Developer shall be required to provide to the Agency sufficient written evidence of the remodeling process and construction of improvements during 2023 and 2024 as well as final written COVID-19 related reduction in annual ticket sales data by January 31 of each year in accordance with Section 6.3(C). ~~or other required conditions precedent.~~ The Agency may grant such exception by motion and majority vote of Agency members.

3. **Amendment to Section 2.4.** Section 2.4 of the Agreement for the Development of Land regarding “Reduction of the Tax Increment Subsidy in Years Where the Developer Fails to Satisfy the Conditions Precedent or Other Eligibility Requirements” is hereby amended and restated in its entirety as follows:

2.4 **Reduction of the Tax Increment Subsidy In Years Where the Developer Fails to Satisfy the Conditions Precedent or Other Eligibility Requirements.**

(A) Except as otherwise provided herein, in the event of a failure of the Developer to meet the conditions precedent or other eligibility requirements and this Agreement has not been terminated pursuant to Article 8, then the Tax Increment Subsidy shall be reduced as follows:

In any Tax Increment Year during the Tax Increment Subsidy Period in which the Developer has not met all of the conditions precedent or other requirements set forth in this Agreement for eligibility to receive the Tax Increment Subsidy payment(s), then the amount of the Tax Increment Subsidy which would have been paid to the Developer as the Tax Increment Subsidy for that Tax Increment Year shall not be paid to the Developer and shall be retained by the Agency for other Agency purposes, and the amount of the Tax Increment Subsidy which would have been paid to the Developer as the Tax Increment Subsidy for that year shall be subtracted from the applicable Not To Exceed Amount Of Tax Increment Subsidy to be paid to the Developer and the difference shall be the new or reduced "Not To Exceed Amount Of Tax Increment Subsidy." For example, if the Developer had initially qualified for the maximum Not To Exceed Amount Of Tax Increment Subsidy of \$3,574,000, and if there would have been \$200,000 of Tax Increment money available to pay the Developer as the Tax Increment Subsidy payment for Tax Increment Year 2012, but the Developer was not eligible to receive payment of the Tax Increment Subsidy because the Developer had failed to meet one or

more of the above conditions precedent, then the "Not To Exceed Amount Of Tax Increment Subsidy" would be reduced by subtracting the sum of \$200,000 (the amount of Tax Increment that would have been available to pay the Tax Increment Subsidy) from the "Not To Exceed Amount Of Tax Increment Subsidy" of \$3,574,000, and the new or reduced "Not To Exceed Amount Of Tax Increment Subsidy" shall be the sum of \$3,374,000 (i.e., \$3,574,000 - \$200,000 = \$3,374,000), which would be the new maximum "Not To Exceed Amount Of Tax Increment Subsidy" for purposes of this Agreement.

Each year during the Tax Increment Subsidy Period that the Developer is not eligible to receive the Tax Increment Subsidy and provided this Agreement has not been terminated pursuant to Article 8, the Tax Increment Subsidy shall not be paid to the Developer and, in addition, the "Not To Exceed Amount Of Tax Increment Subsidy" shall be reduced by subtracting the amount of Tax Increment that would have been available to pay the Tax Increment Subsidy from the "Not To Exceed Amount Of Tax Increment Subsidy" as originally determined, or as the amount may have been reduced pursuant to the provisions of this Subparagraph (A).

(B) The Agency shall have no obligation to pay to the Developer any amount of Tax Increment Subsidy in excess of the amended, reduced or adjusted "Not To Exceed Amount Of Tax Increment Subsidy".

(C) In the event the Agency grants an exception to allow for the distribution of some or all eligible annual Tax Increment Subsidy to the Developer for the Tax Increment Year 2023 or 2024 for justified reasons ~~2020, 2021, and 2022 due to COVID-19 related or other justified reductions in annual ticket sales or other required conditions precedent as more particularly~~ set forth in Section 2.2, the provisions of Section 2.4 regarding reduction of the "Not to Exceed Amount of Tax Increment Subsidy" shall not apply to such portion of eligible annual Tax Increment Subsidy distributed to the Developer for the Tax Increment Year 2023 and 2024 ~~2020, 2021, and 2022~~. Any eligible Tax Increment Subsidy not distributed to Developer for the Tax Increment Year 2023 and 2024 ~~2020, 2021, and 2022~~ for failure to meet conditions precedent shall be subject to the provisions of Section 2.4.

[SIGNATURE PAGES TO FOLLOW]

“DEVELOPER”

LEGACY CROSSING THEATERS, LLC

By: _____

Its: _____

STATE OF _____)

:ss

COUNTY OF _____)

On the ____ day of _____, 2024, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ of **LEGACY CROSSING THEATERS, LLC**, and that the foregoing instrument was signed on behalf of said company by authority of its members and duly acknowledged to me that said company executed the same.

Notary Public

My Commission Expires:

Residing at:

From: [Dan Bridenstine](#)
To: [Clark Wilkinson](#)
Cc: [Lisa Romney](#)
Subject: Fwd: Megaplex Legacy Crossing Info
Date: Tuesday, May 7, 2024 10:27:55 AM
Attachments: [image001.png](#)
[image002.png](#)

MAYOR,

Attached you will find a detail of how well the Jordan Commons theater performed after luxury seating conversion and some Intel about the market since Covid and the writer strike. We(Legacy Crossing Theater LLC.) A considerable investment in getting a 10 year extension on the lease with the Larry H. Miller Megaplex theater group requiring that we roll back our rents to the 2015 rate and contributing \$200,000 per year of the remaining CDA funds. L HM theaters will be investing approximately \$3 million in the seating and other upgrades. Please accept this email as a formal request to seek modification of our CDA agreement to essentially acknowledge that property taxes are being paid and a great business in the community and a strong employer, and that the requirement of 500,000 ticket sales be waived it's not the only driver for the theater success. Thank you for your consideration in this matter.

I also would like to extend the invitation to You,Lisa and any of the city council members that were unable to attend the theater opening last Friday to be our guest at another movie or feel free to give me a call to meet at the theater and do a tour of the new upgrades.

Best
Dan

Sent from my iPad

Begin forwarded message:

From: Braiden Childs <braiden.childs@lhm.com>
Date: April 29, 2024 at 1:23:22 PM MDT
To: Dan Bridenstine <dan@usdevelopment.com>
Subject: **Megaplex Legacy Crossing Info**

Dan,

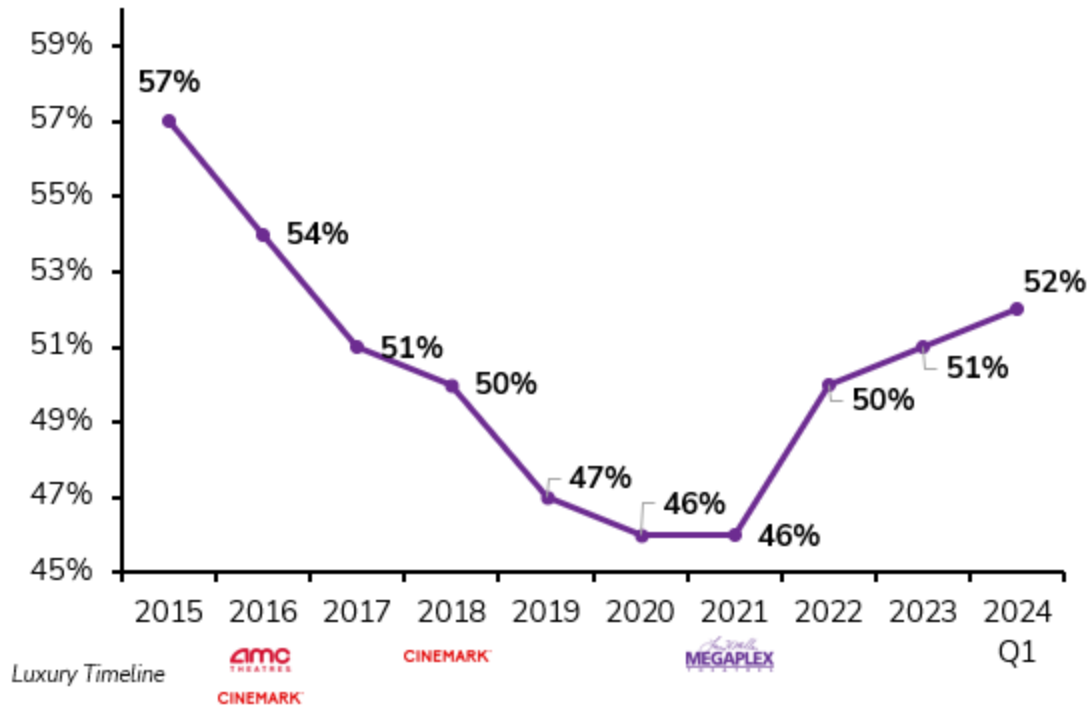
Luxury conversions are going very well at our existing theatres. Hopefully this gives you some good information to share with the city.

Jordan Commons Case Study

- We converted Jordan Commons in 2021 and have reversed the market

share losses that we had when we didn't have luxury seating

Jordan Commons Zone Market Share (5-Mile)



Legacy Crossing Attendance History

- 2019: 666,974
- 2020: 169,153
- 2021: 354,835
- 2022: 434,073
- 2023: 497,693

Legacy Crossing Attendance Forecast

- 2024 will be around **450,000** due to the construction timing and the writer's strike
- Megaplex is projecting **550,000** in attendance (+10%) in 2025 due to luxury conversions and a healthier film slate
- If Megaplex did not convert to luxury recliners, attendance would continue to decline below 500,000 as moviegoers would choose to attend nearby, 100% luxury theatres



Braiden Childs

Senior Manager, Strategy &
Analytics
Larry H. Miller Sports +
Entertainment
cell: 801.953.8208

**AMENDMENT NO. 1 TO
AGREEMENT FOR DEVELOPMENT OF LAND (ADL)
BY AND BETWEEN THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY, A
PUBLIC ENTITY, AND LEGACY CROSSING THEATRE, LLC, A UTAH LIMITED
LIABILITY COMPANY**

PARRISH-LEGACY CROSSING COMMUNITY DEVELOPMENT PROJECT AREA
CENTERVILLE CITY, UTAH

THIS AMENDMENT NO. 1 TO AGREEMENT FOR DEVELOPMENT OF LAND (“Amendment No. 1”) is made and entered into as of the 16 day of May, 2021, by and between the **REDEVELOPMENT AGENCY OF CENTERVILLE CITY**, a governmental entity organized under the laws of the State of Utah (the "Agency"), and **LEGACY CROSSING THEATRE, LLC**, a Utah limited liability company (the "Developer"). The Agency and Developer may be referred to in this Amendment No. 1 as a "Party" or collectively as the "Parties."

RECITALS

A. WHEREAS, the Parties previously entered into that certain Agreement for Development of Land dated September 21, 2010 (“Agreement for Development of Land”), regarding tax increment related to the development of the Legacy Crossing at Parrish Lane project located at the southeast corner of 1250 West and Parrish Lane in Centerville City, Davis County, State of Utah; and

B. WHEREAS, the Parties desire to amend the Agreement for Development of Land to address Developer’s failure to meet annual performance criteria and to provide discretion for the Agency to allow distribution of tax increment under limited certain circumstances even if performance criteria are not met as more particularly described herein.

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

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Amendment.

2. **Amendment to Section 2.2.** Section 2.2 of the Agreement for the Development of Land regarding “Developer’s Failure to Meet the Conditions Precedent” is hereby amended and restated in its entirety as follows:

2.2 Developer's Failnre to Meet the Conditions Precedent. Except as otherwise provided herein, in the event ~~that~~ the Developer fails to perform any term, covenant, or condition precedent described in Subparagraphs (A), (B), (C), and/or (D) of Section 2.1

during any Tax Increment Year, ~~then~~ the Agency shall have no obligation to pay the Developer the annual Tax Increment Subsidy available for such Tax Increment Year and the Tax Increment Subsidy amount available for such Tax Increment Year shall be retained by the Agency and used at its discretion. The Agency, in its sole discretion may make an exception to this provision to allow for the distribution of some or all eligible annual Tax Increment Subsidy to the Developer for the Tax Increment Year 2020 due to COVID-19 related reductions in annual ticket sales or other required conditions precedent set forth in Section 2.1. The Developer shall be required to provide to the Agency sufficient written evidence of COVID-19 related reduction in annual ticket sales or other required conditions precedent. The Agency may grant such exception by motion and majority vote of Agency members.

3. **Amendment to Section 2.4.** Section 2.4 of the Agreement for the Development of Land regarding "Reduction of the Tax Increment Subsidy in Years Where the Developer Fails to Satisfy the Conditions Precedent or Other Eligibility Requirements" is hereby amended and restated in its entirety as follows:

2.4 **Reduction of the Tax Increment Subsidy In Years Where the Developer Fails to Satisfy the Conditions Precedent or Other Eligibility Requirements.**

(A) Except as otherwise provided herein, in ~~In~~ the event of a failure of the Developer to meet the conditions precedent or other eligibility requirements and this Agreement has not been terminated pursuant to Article 8, then the Tax Increment Subsidy shall be reduced as follows:

In any Tax Increment Year during the Tax Increment Subsidy Period in which the Developer has not met all of the conditions precedent or other requirements set forth in this Agreement for eligibility to receive the Tax Increment Subsidy payment(s), then the amount of the Tax Increment Subsidy which would have been paid to the Developer as the Tax Increment Subsidy for that Tax Increment Year shall not be paid to the Developer and shall be retained by the Agency for other Agency purposes, and the amount of the Tax Increment Subsidy which would have been paid to the Developer as the Tax Increment Subsidy for that year shall be subtracted from the applicable Not To Exceed Amount Of Tax Increment Subsidy to be paid to the Developer and the difference shall be the new or reduced "Not To Exceed Amount Of Tax Increment Subsidy." For example, if the Developer had initially qualified for the maximum Not To Exceed Amount Of Tax Increment Subsidy of \$3,574,000, and if there would have been \$200,000 of Tax Increment money available to pay the Developer as the Tax Increment Subsidy payment for Tax Increment Year 2012, but the Developer was not eligible to receive payment of the Tax Increment Subsidy because the Developer had failed to meet one or more of the above conditions precedent, then the "Not To Exceed Amount Of Tax Increment Subsidy" would be reduced by subtracting the sum of \$200,000 (the amount of Tax Increment that would have been available to pay the Tax

Increment Subsidy) from the "Not To Exceed Amount Of Tax Increment Subsidy" of \$3,574,000, and the new or reduced "Not To Exceed Amount Of Tax Increment Subsidy" shall be the sum of \$3,374,000 (i.e., \$3,574,000 - \$200,000 = \$3,374,000), which would be the new maximum "Not To Exceed Amount Of Tax Increment Subsidy" for purposes of this Agreement.

Each year during the Tax Increment Subsidy Period that the Developer is not eligible to receive the Tax Increment Subsidy and provided this Agreement has not been terminated pursuant to Article 8, the Tax Increment Subsidy shall not be paid to the Developer and, in addition, the "Not To Exceed Amount Of Tax Increment Subsidy" shall be reduced by subtracting the amount of Tax Increment that would have been available to pay the Tax Increment Subsidy from the "Not To Exceed Amount Of Tax Increment Subsidy" as originally determined, or as the amount may have been reduced pursuant to the provisions of this Subparagraph (A).

(B) The Agency shall have no obligation to pay to the Developer any amount of Tax Increment Subsidy in excess of the amended, reduced or adjusted "Not To Exceed Amount Of Tax Increment Subsidy".

~~(B)~~(C) In the event the Agency grants an exception to allow for the distribution of some or all eligible annual Tax Increment Subsidy to the Developer for the Tax Increment Year 2020 due to COVID-19 related reductions in annual ticket sales or other required conditions precedent as more particularly set forth in Section 2.2, the provisions of Section 2.4 regarding reduction of the "Not to Exceed Amount of Tax Increment Subsidy" shall not apply to such portion of eligible annual Tax Increment Subsidy distributed to the Developer for the Tax Increment Year 2020. Any eligible Tax Increment Subsidy not distributed to Developer for the Tax Increment Year 2020 for failure to meet conditions precedent shall be subject to the provisions of Section 2.4.

[SIGNATURE PAGES TO FOLLOW]

**AMENDMENT NO. 2 TO
AGREEMENT FOR DEVELOPMENT OF LAND (ADL)
BY AND BETWEEN THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY, A
PUBLIC ENTITY, AND LEGACY CROSSING THEATRE, LLC, A UTAH LIMITED
LIABILITY COMPANY**

PARRISH-LEGACY CROSSING COMMUNITY DEVELOPMENT PROJECT AREA
CENTERVILLE CITY, UTAH

THIS AMENDMENT NO. 2 TO AGREEMENT FOR DEVELOPMENT OF LAND (“Amendment No. 2”) is made and entered into as of the 3rd day of May, 2022, by and between the **REDEVELOPMENT AGENCY OF CENTERVILLE CITY**, a governmental entity organized under the laws of the State of Utah (the "Agency"), and **LEGACY CROSSING THEATRE, LLC**, a Utah limited liability company (the "Developer"). The Agency and Developer may be referred to in this Amendment No. 2 as a "Party" or collectively as the "Parties."

RECITALS

A. WHEREAS, the Parties previously entered into that certain Agreement for Development of Land dated September 21, 2010 (“Agreement for Development of Land”), regarding tax increment related to the development of the Legacy Crossing at Parrish Lane project located at the southeast corner of 1250 West and Parrish Lane in Centerville City, Davis County, State of Utah; and

B. WHEREAS, the Parties desire to amend the Agreement for Development of Land to address Developer’s failure to meet annual performance criteria and to provide discretion for the Agency to allow distribution of tax increment under limited certain circumstances even if performance criteria are not met as more particularly described herein.

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

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Amendment.

2. **Amendment to Section 2.2.** Section 2.2 of the Agreement for the Development of Land regarding “Developer’s Failure to Meet the Conditions Precedent” is hereby amended and restated in its entirety as follows:

2.2 **Developer's Failure to Meet the Conditions Precedent.** Except as otherwise provided herein, in the event the Developer fails to perform any term, covenant, or condition precedent described in Subparagraphs (A), (B), (C), and/or (D) of Section 2.1

during any Tax Increment Year, the Agency shall have no obligation to pay the Developer the annual Tax Increment Subsidy available for such Tax Increment Year and the Tax Increment Subsidy amount available for such Tax Increment Year shall be retained by the Agency and used at its discretion. The Agency, in its sole discretion may make an exception to this provision to allow for the distribution of some or all eligible annual Tax Increment Subsidy to the Developer for the Tax Increment Year 2020 and/or 2021 due to COVID-19 related reductions in annual ticket sales or other required conditions precedent set forth in Section 2.1. The Developer shall be required to provide to the Agency sufficient written evidence of COVID-19 related reduction in annual ticket sales or other required conditions precedent. The Agency may grant such exception by motion and majority vote of Agency members.

3. **Amendment to Section 2.4.** Section 2.4 of the Agreement for the Development of Land regarding “Reduction of the Tax Increment Subsidy in Years Where the Developer Fails to Satisfy the Conditions Precedent or Other Eligibility Requirements” is hereby amended and restated in its entirety as follows:

2.4 **Reduction of the Tax Increment Subsidy In Years Where the Developer Fails to Satisfy the Conditions Precedent or Other Eligibility Requirements.**

(A) Except as otherwise provided herein, in the event of a failure of the Developer to meet the conditions precedent or other eligibility requirements and this Agreement has not been terminated pursuant to Article 8, then the Tax Increment Subsidy shall be reduced as follows:

In any Tax Increment Year during the Tax Increment Subsidy Period in which the Developer has not met all of the conditions precedent or other requirements set forth in this Agreement for eligibility to receive the Tax Increment Subsidy payment(s), then the amount of the Tax Increment Subsidy which would have been paid to the Developer as the Tax Increment Subsidy for that Tax Increment Year shall not be paid to the Developer and shall be retained by the Agency for other Agency purposes, and the amount of the Tax Increment Subsidy which would have been paid to the Developer as the Tax Increment Subsidy for that year shall be subtracted from the applicable Not To Exceed Amount Of Tax Increment Subsidy to be paid to the Developer and the difference shall be the new or reduced "Not To Exceed Amount Of Tax Increment Subsidy." For example, if the Developer had initially qualified for the maximum Not To Exceed Amount Of Tax Increment Subsidy of \$3,574,000, and if there would have been \$200,000 of Tax Increment money available to pay the Developer as the Tax Increment Subsidy payment for Tax Increment Year 2012, but the Developer was not eligible to receive payment of the Tax Increment Subsidy because the Developer had failed to meet one or more of the above conditions precedent, then the "Not To Exceed Amount Of Tax Increment Subsidy" would be reduced by subtracting the sum of \$200,000 (the amount of Tax Increment that would have been available to pay the Tax

Increment Subsidy) from the "Not To Exceed Amount Of Tax Increment Subsidy" of \$3,574,000, and the new or reduced "Not To Exceed Amount Of Tax Increment Subsidy" shall be the sum of \$3,374,000 (i.e., \$3,574,000 - \$200,000 = \$3,374,000), which would be the new maximum "Not To Exceed Amount Of Tax Increment Subsidy" for purposes of this Agreement.

Each year during the Tax Increment Subsidy Period that the Developer is not eligible to receive the Tax Increment Subsidy and provided this Agreement has not been terminated pursuant to Article 8, the Tax Increment Subsidy shall not be paid to the Developer and, in addition, the "Not To Exceed Amount Of Tax Increment Subsidy" shall be reduced by subtracting the amount of Tax Increment that would have been available to pay the Tax Increment Subsidy from the "Not To Exceed Amount Of Tax Increment Subsidy" as originally determined, or as the amount may have been reduced pursuant to the provisions of this Subparagraph (A).

(B) The Agency shall have no obligation to pay to the Developer any amount of Tax Increment Subsidy in excess of the amended, reduced or adjusted "Not To Exceed Amount Of Tax Increment Subsidy".

(C) In the event the Agency grants an exception to allow for the distribution of some or all eligible annual Tax Increment Subsidy to the Developer for the Tax Increment Year 2020 and/or 2021 due to COVID-19 related reductions in annual ticket sales or other required conditions precedent as more particularly set forth in Section 2.2, the provisions of Section 2.4 regarding reduction of the "Not to Exceed Amount of Tax Increment Subsidy" shall not apply to such portion of eligible annual Tax Increment Subsidy distributed to the Developer for the Tax Increment Year 2020 and/or 2021. Any eligible Tax Increment Subsidy not distributed to Developer for the Tax Increment Year 2020 for failure to meet conditions precedent shall be subject to the provisions of Section 2.4.

[SIGNATURE PAGES TO FOLLOW]

“DEVELOPER”

LEGACY CROSSING THEATERS, LLC

By: Danny C Bridenstine

Its: Member

STATE OF Utah)
)
:SS
COUNTY OF Davis)

On the 6th day of May, 2022, personally appeared before me Danny C. Bridenstine, who being duly sworn, did say that (s)he is the Member of **LEGACY CROSSING THEATERS, LLC**, and that the foregoing instrument was signed on behalf of said company by authority of its members and duly acknowledged to me that said company executed the same.

Jennifer Hansen
Notary Public

My Commission Expires:
May 27, 2025

Residing at:
Davis County



**AMENDMENT NO. 3 TO
AGREEMENT FOR DEVELOPMENT OF LAND (ADL)
BY AND BETWEEN THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY, A
PUBLIC ENTITY, AND LEGACY CROSSING THEATRE, LLC, A UTAH LIMITED
LIABILITY COMPANY**

PARRISH-LEGACY CROSSING COMMUNITY DEVELOPMENT PROJECT AREA
CENTERVILLE CITY, UTAH

THIS AMENDMENT NO. 3 TO AGREEMENT FOR DEVELOPMENT OF LAND (“Amendment No. 3”) is made and entered into as of the 17 day of June, 2023, by and between the **REDEVELOPMENT AGENCY OF CENTERVILLE CITY**, a governmental entity organized under the laws of the State of Utah (the "Agency"), and **LEGACY CROSSING THEATRE, LLC**, a Utah limited liability company (the "Developer"). The Agency and Developer may be referred to in this Amendment No. 3 as a "Party" or collectively as the "Parties."

RECITALS

A. WHEREAS, the Parties previously entered into that certain Agreement for Development of Land dated September 21, 2010 (“Agreement for Development of Land”), regarding tax increment related to the development of the Legacy Crossing at Parrish Lane project located at the southeast corner of 1250 West and Parrish Lane in Centerville City, Davis County, State of Utah; and

B. WHEREAS, the Parties desire to amend the Agreement for Development of Land to address Developer’s failure to meet annual performance criteria and to provide discretion for the Agency to allow distribution of tax increment under limited certain circumstances even if performance criteria are not met as more particularly described herein.

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

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Amendment.

2. **Amendment to Section 2.2.** Section 2.2 of the Agreement for the Development of Land regarding “Developer’s Failure to Meet the Conditions Precedent” is hereby amended and restated in its entirety as follows:

2.2 **Developer's Failure to Meet the Conditions Precedent.** Except as otherwise provided herein, in the event the Developer fails to perform any term, covenant, or condition precedent described in Subparagraphs (A), (B), (C), and/or (D) of Section 2.1

during any Tax Increment Year, the Agency shall have no obligation to pay the Developer the annual Tax Increment Subsidy available for such Tax Increment Year and the Tax Increment Subsidy amount available for such Tax Increment Year shall be retained by the Agency and used at its discretion. The Agency, in its sole discretion may make an exception to this provision to allow for the distribution of some or all eligible annual Tax Increment Subsidy to the Developer for the Tax Increment Year 2020, and/or 2021, and 2022 due to COVID-19 related or other justified reductions in annual ticket sales or other required conditions precedent set forth in Section 2.1. The Developer shall be required to provide to the Agency sufficient written evidence of COVID-19 related reduction in annual ticket sales or other required conditions precedent. The Agency may grant such exception by motion and majority vote of Agency members.

3. **Amendment to Section 2.4.** Section 2.4 of the Agreement for the Development of Land regarding “Reduction of the Tax Increment Subsidy in Years Where the Developer Fails to Satisfy the Conditions Precedent or Other Eligibility Requirements” is hereby amended and restated in its entirety as follows:

2.4 Reduction of the Tax Increment Subsidy In Years Where the Developer Fails to Satisfy the Conditions Precedent or Other Eligibility Requirements.

(A) Except as otherwise provided herein, in the event of a failure of the Developer to meet the conditions precedent or other eligibility requirements and this Agreement has not been terminated pursuant to Article 8, then the Tax Increment Subsidy shall be reduced as follows:

In any Tax Increment Year during the Tax Increment Subsidy Period in which the Developer has not met all of the conditions precedent or other requirements set forth in this Agreement for eligibility to receive the Tax Increment Subsidy payment(s), then the amount of the Tax Increment Subsidy which would have been paid to the Developer as the Tax Increment Subsidy for that Tax Increment Year shall not be paid to the Developer and shall be retained by the Agency for other Agency purposes, and the amount of the Tax Increment Subsidy which would have been paid to the Developer as the Tax Increment Subsidy for that year shall be subtracted from the applicable Not To Exceed Amount Of Tax Increment Subsidy to be paid to the Developer and the difference shall be the new or reduced "Not To Exceed Amount Of Tax Increment Subsidy." For example, if the Developer had initially qualified for the maximum Not To Exceed Amount Of Tax Increment Subsidy of \$3,574,000, and if there would have been \$200,000 of Tax Increment money available to pay the Developer as the Tax Increment Subsidy payment for Tax Increment Year 2012, but the Developer was not eligible to receive payment of the Tax Increment Subsidy because the Developer had failed to meet one or more of the above conditions precedent, then the "Not To Exceed Amount Of Tax Increment Subsidy" would be reduced by subtracting the sum of \$200,000 (the amount of Tax Increment that would have been available to pay the Tax

Increment Subsidy) from the "Not To Exceed Amount Of Tax Increment Subsidy" of \$3,574,000, and the new or reduced "Not To Exceed Amount Of Tax Increment Subsidy" shall be the sum of \$3,374,000 (i.e., \$3,574,000 - \$200,000 = \$3,374,000), which would be the new maximum "Not To Exceed Amount Of Tax Increment Subsidy" for purposes of this Agreement.

Each year during the Tax Increment Subsidy Period that the Developer is not eligible to receive the Tax Increment Subsidy and provided this Agreement has not been terminated pursuant to Article 8, the Tax Increment Subsidy shall not be paid to the Developer and, in addition, the "Not To Exceed Amount Of Tax Increment Subsidy" shall be reduced by subtracting the amount of Tax Increment that would have been available to pay the Tax Increment Subsidy from the "Not To Exceed Amount Of Tax Increment Subsidy" as originally determined, or as the amount may have been reduced pursuant to the provisions of this Subparagraph (A).

(B) The Agency shall have no obligation to pay to the Developer any amount of Tax Increment Subsidy in excess of the amended, reduced or adjusted "Not To Exceed Amount Of Tax Increment Subsidy".

(C) In the event the Agency grants an exception to allow for the distribution of some or all eligible annual Tax Increment Subsidy to the Developer for the Tax Increment Year 2020, ~~and/or 2021~~, and 2022 due to COVID-19 related or other justified reductions in annual ticket sales or other required conditions precedent as more particularly set forth in Section 2.2, the provisions of Section 2.4 regarding reduction of the "Not to Exceed Amount of Tax Increment Subsidy" shall not apply to such portion of eligible annual Tax Increment Subsidy distributed to the Developer for the Tax Increment Year 2020, ~~and/or 2021~~, and 2022. Any eligible Tax Increment Subsidy not distributed to Developer for the Tax Increment Year 2020, 2021, and 2022 for failure to meet conditions precedent shall be subject to the provisions of Section 2.4.

[SIGNATURE PAGES TO FOLLOW]

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

“AGENCY”

ATTEST:

REDEVELOPMENT AGENCY OF
CENTERVILLE CITY

Brant Hanson
Brant Hanson, Executive Director

By: *Clark A. Wilkinson*
Chair Clark A. Wilkinson

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On the 8th day of June, 2023, personally appeared before me Clark A. Wilkinson, who being duly sworn, did say that he is the Director of **REDEVELOPMENT AGENCY OF CENTERVILLE CITY**, a governmental entity under the laws of the State of Utah, and that the foregoing instrument was signed on behalf of the Redevelopment Agency of Centerville City by authority of its Board of Directors and the undersigned acknowledged to me that the Agency executed the same.

Jennifer Hansen
Notary Public

My Commission Expires:
May 27, 2025

Residing at:
Davis County



“DEVELOPER”

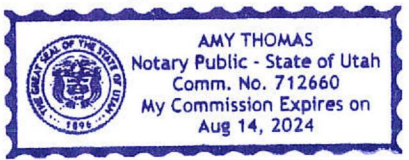
LEGACY CROSSING THEATERS, LLC

By: Danny Brulenti

Its: Member

STATE OF Utah)
)
:ss
COUNTY OF Davis)

On the 7 day of June, 2023, personally appeared before me Danny Brulenti member, who being duly sworn, did say that (s)he is the member of LEGACY CROSSING THEATERS, LLC, and that the foregoing instrument was signed on behalf of said company by authority of its members and duly acknowledged to me that said company executed the same.



Amy Thomas
Notary Public

My Commission Expires:
8.14.2024

Residing at:
Davis County



REDEVELOPMENT AGENCY

Staff Report
6/4/2024

Item No. 3.

Title: Bid Award - Speed Bumps at CenterPoint Theater

Initiated By: Kevin Campbell, City Engineer

Staff Representative: Kevin Campbell, City Engineer

SUBJECT:

C&B Asphalt in the amount of \$11,005.00

RECOMMENDATION:

It is recommended that this project be awarded to C&B Asphalt for \$11,005.00.

BACKGROUND:

The following bids were received on 14 May 2024 for ASPHALT SPEED BUMPS AT CENTERPOINT THEATER Project # 24-054:

1. C&B Asphalt	\$11,005.00
2. Staker Parson	\$11,600.00
3. Post Construction	\$16,900.00
4. Engineer Estimate	\$11,050.00

ATTACHMENTS:

1. Notice of Award - CenterPoint Speed Bumps
2. Bid Tabulation - CenterPoint Speed Bumps

Section 00 51 00

Notice of Award

Date: 5/15/2024

Project: Asphalt Speed Bumps at CenterPoint Theater	
Owner: Centerville City	Owner's Contract No.: 24-054
Contract: Asphalt Speed Bumps at CenterPoint Theater	Engineer's Project No.: 24-054
Bidder: C&B Asphalt	
Bidder's Address: 1957 North 5100 West	
Plain City, Utah 84404	

You are notified that your Bid dated 5/14/2024 for the above Contract has been considered. You are the apparent Successful Bidder and are awarded a Contract for Bid Schedule Items 1-4

The Contract Price of your Contract is Eleven Thousand Five Dollars 00/100 (\$11,005.00).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:
None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner
By: _____
Authorized Signature

Title

Copy to Engineer



BID TABULATION FOR CENTERVILLE CITY

ASPHALT SPEED BUMPS AT CENTERPOINT THEATER Project # 24-054				C&B Asphalt		Staker Parson		Post Asphalt		Engineers Estimate	
Item No.	Description	Amounts	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	1" deep mill existing asphalt footprint of speed humps (including sweeping)	400	SF	\$17.50	\$7,000.00	\$7.00	\$2,800.00	\$16.00	\$6,400.00	\$10.00	\$4,000.00
2	New asphalt speed bump including compaction (PG-58-28, DM 1/2", 50 gyrations, 15% max. RAP)	15	TN	\$177.00	\$2,655.00	\$390.00	\$5,850.00	\$400.00	\$6,000.00	\$270.00	\$4,050.00
3	Paint markings per plan	1	Lump Sum	\$500.00	\$500.00	\$850.00	\$850.00	\$2,100.00	\$2,100.00	\$1,000.00	\$1,000.00
4	Mobilization and Traffic Control	1	Lump Sum	\$850.00	\$850.00	\$2,100.00	\$2,100.00	\$2,400.00	\$2,400.00	\$2,000.00	\$2,000.00
Total (Items 1-4)				\$11,005.00		\$11,600.00		\$16,900.00		\$11,050.00	



REDEVELOPMENT AGENCY

Staff Report
6/4/2024

Item No. 1.

Title: Minutes Review and Approval

Initiated By:

Staff Representative:

SUBJECT:

May 7, 2024 RDA Minutes

RECOMMENDATION:

BACKGROUND:

ATTACHMENTS:

1. 5-7-24 RDA minutes

1 Minutes of the **Redevelopment Agency of Centerville** meeting held Tuesday, May 7, 2024 at
2 5:30 pm with participants present at Centerville City Hall, 250 North Main Street.

3
4 **DIRECTORS PRESENT** Cheylynn Hayman (arrived at 5:58 pm)
5 Robyn Mecham
6 Brian Plummer
7 Spencer Summerhays
8 Clark Wilkinson, Chair
9

10 **DIRECTOR ABSENT** Gina Hirst

11
12 **STAFF PRESENT** Brant Hanson, RDA Executive Director
13 Lisa Romney, City Attorney
14 Whitney Black, Assistant Planner
15 Bryce King, Administrative Services Director
16 Mike Eggett, Community Development Director
17 Nate Plaizier, Finance Director
18 Mike Carlson, Public Works Director
19 Dave Walker, Deputy Public Works Director
20 Lisa Bednarz, Information Technology Manager
21

22 Chair Wilkinson called the meeting to order at 5:43 pm.

23
24 **PUBLIC HEARING – FY 2025 TENTATIVE BUDGET**

25
26 Finance Director Nate Plaizier presented a FY 2025 Proposed RDA Budget, and
27 answered questions from the Directors. Mr. Plaizier recommended the RDA adopt the Proposed
28 Budget as the FY 2025 Tentative RDA Budget and set a public hearing for June 4, 2024.
29

30 Chair Wilkinson opened a public hearing at 5:50 pm, and closed the public hearing seeing
31 no one come forward. Responding to a question from Director Summerhays, City Attorney Lisa
32 Romney said U.S. Development planned to approach the RDA about a potential COVID-related
33 waiver to agreement conditions for 2024, or a possible change to the metric used for calculations
34 under the agreement.
35

36 Director Summerhays **moved** to adopt the FY 2025 Proposed Budget for the Centerville
37 City RDA as the FY 2025 Tentative Budget and set the date and time for the public hearing for
38 the Final RDA Budget for June 4, 2024 at 5:30 pm at Centerville City Hall. Director Mecham
39 seconded the motion, which passed by unanimous vote (3-0).
40

41 Director Hayman arrived at 5:58 pm.

42
43 **MINUTES REVIEW AND APPROVAL**

44
45 Minutes of the December 5, 2023 RDA Meeting were reviewed. Director Mecham **moved**
46 to approve the minutes. Director Summerhays seconded the motion, which passed by unanimous
47 vote (4-0).
48

49 **ADJOURNMENT**

50
51 At 6:00 pm, Director Summerhays **moved** to adjourn the meeting. Director Mecham
52 seconded the motion, which passed by unanimous vote (4-0).
53
54
55

1 _____
2 Brant T. Hanson, RDA Executive Director

Date Approved