

REDEVELOPMENT AGENCY OF BOUNTIFUL CITY

Tuesday, October 13, 2020

7:45 p.m. (Time approximate after the City Council meeting)

NOTICE IS HEREBY GIVEN that the Board of Directors of the Bountiful City Redevelopment Agency will hold a meeting at **South Davis Metro Fire Station 81, 255 South 100 West, Bountiful, Utah**, at the time and date given above. The public is invited to attend. Persons who require special accommodations should contact Shawna Andrus, City Recorder, at (801) 298-6140, at least 24 hours prior to the meeting.

If you are not on the agenda, the Board of Directors will not discuss your item of business until a subsequent meeting. If you wish to have an item placed on the agenda, contact the Redevelopment Agency Director (RDA) at (801) 298-6190, at least 7 days before the scheduled meeting.

Bountiful RDA meetings, including this meeting, are open to the public. In consideration of the COVID-19 pandemic, members of the public wishing to attend this meeting are encouraged not to attend in person and to view the meeting online. The link to view the meeting can be found on the Bountiful City website homepage. If there is a public hearing listed on the agenda that you would like to submit a comment for, please email that comment prior to the meeting to info@bountifulutah.gov and indicate in the email if you would like your comment read at the meeting.

AGENDA

1. Welcome
2. Consider approval of minutes for June 16, 2020.
3. RDA Director's report and miscellaneous business.

BOUNTIFUL REDEVELOPMENT AGENCY

Meeting Minutes of: Tuesday, June 16, 2020

Location: South Davis Metro Fire Station 81, 255 South 100 West, Bountiful, Utah

Present: Chairman – Randy Lewis (via telephone); Board Members – Millie S. Bahr, Kate Bradshaw, Kendalyn Harris, Richard Higginson and Chris R. Simonson; City Manager – Gary Hill; City Attorney – Clinton Drake; Planning Director – Francisco Astorga;

1. Chairwoman Harris called the meeting to order at 10:11 pm and turned the time over to Mr. Gary Hill.

2. **Consider approval of minutes for April 14, 2020.**

No motion was made at this time.

3. **PUBLIC HEARING:** Consider adopting RDA Resolution 2020-21 approving the proposed Fiscal Year (FY) 2021 RDA Budget.

Mr. Gary Hill explained that the budget for the RDA was before them tonight for adoption and that there were no major changes to the budget. They anticipate revenues of 1.4M from RDA property taxes for the year. He thanked staff for working with the County on that issue to ensure they were calculating the tax amount correctly.

Ms. Harris opened the public hearing at 10:13 pm, and the public hearing was closed at 10:13 pm with no comments from the public.

Ms. Bahr asked some clarifying questions about the budget numbers which were answered by Mr. Astorga. She then asked some clarifying questions about the RDA and its ability to give money to certain developers and not others. Mr. Hill answered her questions and explained how the RDA is set up to operate.

Mr. Higginson made a motion to *approve the minutes of the previous meeting held April 14, 2020 and to adopt RDA Resolution 2020-01*. Ms. Bradshaw seconded the motion.

<u>A</u>	Mr. Lewis
<u>A</u>	Ms. Bahr
<u>A</u>	Ms. Bradshaw
<u>A</u>	Ms. Harris
<u>A</u>	Mr. Higginson
<u>A</u>	Mr. Simonsen

Motion passed 6-0.

4. RDA Director's report and miscellaneous business.
There was no report.

Ms. Bradshaw made a motion to adjourn the RDA meeting. Mr. Higginson seconded the motion.

A Mr. Lewis
A Ms. Bahr
A Ms. Bradshaw
A Ms. Harris
A Mr. Higginson
A Mr. Simonsen

Motion passed 6-0.

The meeting was adjourned at 10:20 pm.

Francisco Astorga, Redevelopment Director

PENDING

Redevelopment Agency Staff Report



Subject: Day-Mabey Back Yard at 73 West 100 North
Author: Francisco Astorga, AICP, Redevelopment Director
Date: October 13, 2020

Background

On November 13, 2018 the Bountiful City Redevelopment Agency (RDA) Board of Directors selected Michael and Kristan Crouch as the finalists for the purchase and renovation of the historic Day-Mabey home and directed RDA staff to finalize details of an agreement for the purchase of the property. On September 10, 2019, a Land Sale and Development Agreement was executed. The total purchase price for the property consisted of \$64,100 (rounded) based on 4,337 square feet at \$14.78 per square foot.

On September 1, 2020, a proposal was submitted from Michel Crouch requesting to purchase additional property directly behind the Day-Mabey historic structure located at 73 West 100 North, consisting of approximately 1,704 square feet (approx. 30'-3" by 56'-4"). As the property owner is nearing completion of the historic renovation of the project, they would like to acquire this "rear yard" property in order to extend their back yard, which includes placing a garden over the subject property. The proposal includes paying the same rate that was applied in the 2019 purchase.

Analysis

The 2019 executed agreement detailed the purchase price for the property along with provisions for ensuring the timely renovation and preservation of the historic home which include. The sale of the rear yard area would not change or amend any of the special provisions specified in the agreement:

- A prohibition on demolition of the home for 15 years
- A two-year deadline for completion of the renovation of the home
- A requirement to maintain the exterior appearance and architectural character of the home and to maintain interior historic elements
- A requirement that the City maintain first right of refusal should the Crouch family determine to sell the property within 15 years

The subject area would reduce the City's parking by four (4) stalls. If sold at the same 2019 rate the RDA would generate approximately \$25,000. City staff is comfortable with the purchase price and does not find that the four (4) fewer parking spaces would make much of a difference in the amount of downtown parking.

Department Review

This staff report was written by the Redevelopment Area Director and reviewed by the City Attorney and City Manager.

Significant Impacts

The proposal does not affect the current development agreement special provisions and does not impact RDA property including areas programmed for downtown parking.

Recommendation

It is recommended that the Redevelopment Agency Board approve the purchase of the Day-Mabey “back yard” consisting of a purchase price of \$25,185 (rounded), subject to the Land Sale and Development Agreement, as approved by the City Attorney.

Attachments

1. Crouch 2020 Back Yard Proposal
2. 2019 Land Sale and Development Agreement (for reference)

Michael & Kristan Crouch
245 North 100 East
Bountiful, Utah 84010
(801) 884-9679 - (801) 573-5133

September 1, 2020

Historic Day-Mabey Home Additional Property Purchase Proposal
Attn: Bountiful City
150 North Main Street
Bountiful, Utah 84010

To whom it may concern,

Attached, please find our proposal for the purchase of additional property directly behind the Day-Mabey home located at 73 West 100 North in Bountiful.

At the beginning of 2019 we began the restoration process of the historic Day-Mabey home which we had recently purchased from the city. We are now nearing completion of the project and are interested in exploring the possibility of purchasing some additional property in order to extend the back yard.

This proposal details the reasons we feel that this arrangement would benefit all interested parties.

We appreciate your consideration in this matter.

Sincerely,
Michael R. Crouch

PROPERTY PURCHASE PROPOSAL FOR:

BOUNTIFUL CITY

SEPTEMBER 1, 2020



MICHAEL & KRISTAN CROUCH

245 NORTH 100 EAST

BOUNTIFUL, UTAH 84010

(801) 884-9679 - (801) 573-5133

Proposal to purchase additional property

Objective:

We are interested in exploring the possibility of purchasing a portion of the property located directly behind the home at 73 West 100 North, Bountiful.

Background:

In early 2019 my wife, Kristan, and I purchased the historic Day-Maybe home located at the address mentioned above. We have been working since then on restoring the home and are hopeful to have the project completed within the month.

Current Situation:

10 feet of land to the east and 10 feet to the south of the existing structure was included in the purchase of the property. These distances were kept small in order to allow for maximum parking in the proposed lot. Recently the vegetation in the proposed parking lot area has been removed. Upon seeing the cleared lot we wondered if it might be possible to extend the back yard to a point that aligns with the southernmost edge of the Hearthstone property. (See attached Concept Plan.)

Proposal:

We are proposing that we be allowed to purchase the land (as previously described) from the city and incorporate it into our existing property located directly to the north and west. Our hope is that this may be done with minimal impact on the number of potential stalls in the proposed parking lot.

Our intention would be to use the additional ground as landscaped/garden space.

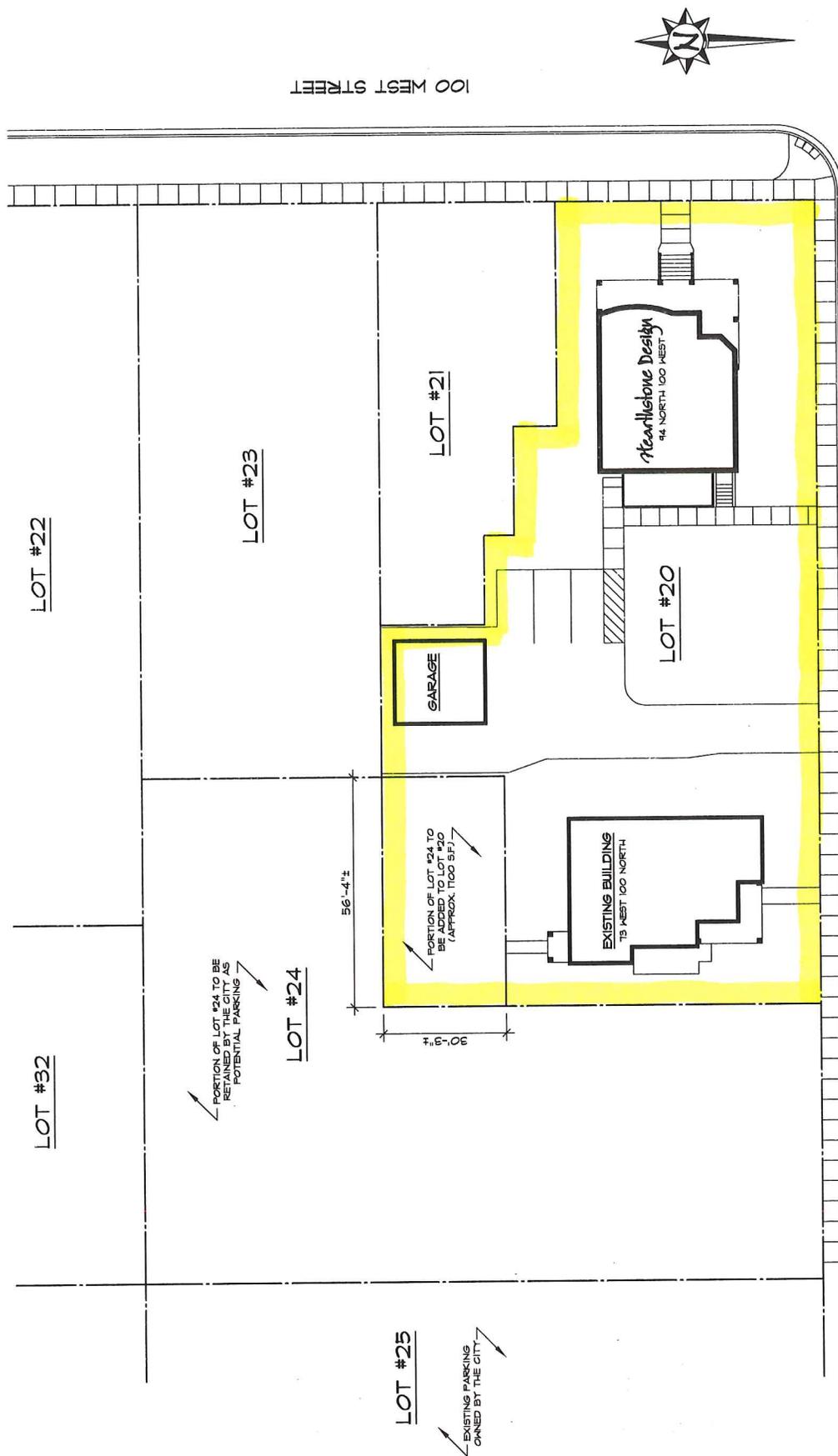
We look forward to determining a final purchase price with the city. Preliminarily, we might suggest the same per square foot price we paid previously.

We appreciate your attention in the matter and look forward to discussing this further. Feel free to contact us with any questions or concerns.

Michael Crouch
(801) 884-9679

Kristan Crouch
(801) 573-5133

Christopher Crouch
(801) 891-8306



PROPERTY PURCHASE PROPOSAL FOR:
MICHAEL AND KRISTAN CROUCH

CONCEPT PLAN

1 SEPT. 2020

LAND SALE AND DEVELOPMENT AGREEMENT

Purchaser: MICHAEL AND KRISTAN CROUCH

Seller: BOUNTIFUL CITY REDEVELOPMENT AGENCY

This Agreement between the Purchaser and Seller is entered into this 10th day of January, 2019.

WHEREAS, the Purchaser desires to purchase and the Seller is willing to sell certain real property located at approximately 73 West 100 North, Bountiful City, Davis County, State of Utah; and

WHEREAS, this Agreement constitutes an accurate understanding and a complete agreement of the parties.

NOW, THEREFORE, PURCHASER AND SELLER AGREE AS FOLLOWS:

1. Purchase: The Seller agrees to sell and the Purchaser agrees to purchase certain real property located at approximately 73 West 100 North, Bountiful City, Davis County, State of Utah, which property is more particularly described in the Quit-Claim Deed (Exhibit "A") attached hereto.

2. The total purchase price for the above-described property shall be Sixty-Four Thousand One Hundred Dollars (\$64,100.00). The purchase price is calculated as follows:

4,337 square feet X \$14.78 per square foot = **\$ 64, 100.00 (Rounded)**

3. Deed Provision: The Quit-Claim Deed shall be made out to the Purchaser with title vested as follows:

Michael and Kristan Crouch

4. Title Approval: Purchaser may, at Purchaser's option, obtain an Owner's Standard Title Policy to Purchaser for the amount of sale with the usual exceptions, or an abstract extending down to the date of the Deeds showing good marketable title in Seller. Purchaser shall have a reasonable time to examine a title report before delivery of the Deeds. The sale shall be subject to the approval of the preliminary title report by both parties. If title to the property is found defective, Purchaser shall specify in writing such defects as render the title unmarketable, and fourteen (14) days of additional time shall be given to Seller to perfect the same. Purchaser shall pay for the title report and the title insurance policy.

5. Closing Date: This transaction shall close and the Deeds shall be delivered on or before **January 31, 2019** ("Closing Date"), and possession shall occur on or before that date. This

date may be extended or shortened by agreement of the parties.

6. Approval: This sale requires approval by the Bountiful City Redevelopment Agency (RDA) Board of Directors. All documents are to have the approval of the City Attorney's office.

7. Prorations: Taxes and assessments shall be prorated as of the date of closing based on the latest figures available.

8. Expenses: Closing costs and expenses shall be paid by the Purchaser.

9. Representations: Purchaser declares that the property has been personally inspected and the same is being purchased upon personal examination and judgement and not through any representation made by Seller, as to its location, value, future value, income therefrom, type or condition of improvements or construction, production, allowed usages or zoning. Purchaser will accept the property as-is unless otherwise noted. Seller declares that it is the sole owner and holds clean and marketable title to the above noted property.

10. Attorney's Fees: If either party fails to comply with the terms of this Agreement, said party shall pay all expenses of enforcing the Agreement, or any right arising out of the breach thereof, including reasonable attorney's fees.

11. Special Provisions: The following terms and conditions of this property Agreement are expressly agreed to by the parties:

- a. Purchaser agrees to sign a deed restriction prohibiting the demolition of the structure for a period of 15 years from closing. Said prohibition on demolition shall not apply in the event of an inevitable, unpredictable, and unreasonably severe event caused by natural forces without any human interference, and over which Purchaser has no control, such as an earthquake, flood or lightning.
- b. Purchaser agrees to restore the home and establish a permitted use within the structure with restoration work to be completed and occupancy granted within 24 months of closing.
- c. The purchaser agrees to maintain the existing exterior architectural elements and appearance of the home. Minor exterior alterations shall be approved by the Bountiful Redevelopment Agency Director and Building Official. This shall not include routine maintenance and repair that does not change the appearance of the building. Any major changes to the exterior of the home other than those necessary to restore or repair the home shall require approval by the Bountiful RDA Board of Directors. This provision shall expire 15 years from the closing date described herein.
- d. The purchaser may make improvements to the interior of the residence at

their discretion without approval from the Bountiful RDA provided the interior improvements do not impact the exterior appearance of the home with two exceptions:

- i. The historic fireplace and surround shall be retained.
- ii. The two historic light fixtures near the front entrance to the home shall be retained.

Should the purchaser elect to remove these historic elements from the interior of the home during their renovation work, they shall immediately be surrendered to the Bountiful Redevelopment Agency. Any removal of these elements shall be performed using nondestructive techniques. This provision shall expire 15 years from the closing date described herein.

- e. Should the purchaser determine to sell the property in the future the Redevelopment Agency shall retain first right of refusal for the property for the contract amount contained in this Agreement (\$64,100.00) plus verifiable improvement costs, regardless of fair market value or offers to purchase from third parties This first right of refusal shall expire 15 years from the closing date described herein.

12. Entire Agreement: The terms of this Agreement constitute the entire preliminary contract between the parties, and any modifications must be in writing and signed by both parties.

This is a legally binding document. If not understood, seek competent advice.



ATTEST:

Shayna Andrus
Shayna Andrus, City Recorder

SELLER

Bountiful City Redevelopment Agency

By: [Signature]
Title: Director

PURCHASER

Michael R Crouch
Michael Crouch

Kristan Crouch
Kristan Crouch

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 10th day of January, 2019, by Michael Crouch

The foregoing instrument was acknowledged before me this 10th day of January, 2019, by Kristan Crouch

Shawna Andrus
NOTARY PUBLIC

