

**MINUTES OF THE VINEYARD
REDEVELOPMENT AGENCY BOARD MEETING**
City Council Chambers, 125 South Main Street, Vineyard, Utah
January 9, 2019 – 7:05 PM

Present

Chair Julie Fullmer
Boardmember John Earnest
Boardmember Tyce Flake
Boardmember Chris Judd
Boardmember Nate Riley

Absent

Staff Present: City Manager/Finance Director Jacob McHargue, Public Works Director/City Engineer Don Overson, Assistant City Engineer Chris Wilson, City Attorney David Church, Sergeant Holden Rockwell with the Utah County Sheriff's Office, Community Development Director Morgan Brim, Planning Commission Chair Cristy Welsh, City Planner Elizabeth Hart, City Recorder Pamela Spencer, Building Official George Reid, Water/Parks Manager Sullivan Love

Others speaking: Steve Hutchings, Eric Towner, and Brian Hansen with X Development, David Allred with The Golf Club, Laura Lewis with Lewis Young Robertson and Burningham

7:05 PM SPECIAL SESSION

Chair Fullmer called the meeting to order at 7:05 PM.

CONSENT AGENDA

- 2.1 Approval of the December 12, 2018 RDA Meeting Minutes
- 2.2 Approval of the December 18, 2018 RDA Meeting Minutes

Chair Fullmer called for a motion to approve the minutes.

Motion: BOARDMEMBER FLAKE MOVED TO APPROVE THE MINUTES. BOARDMEMBER JUDD SECONDED THE MOTION. CHAIR FULLMER, BOARDMEMBER EARNEST, FLAKE, JUDD, AND RILEY VOTED AYE. MOTION CARRIED UNANIMOUSLY.

BUSINESS ITEMS

3.1 DISCUSSION AND ACTION – The Yard Reimbursement Request

Staff will present the reimbursement agreement for The Yard's Golf Facility. The RDA Board will take appropriate action.

Chair Fullmer turned the time over to City Manager/Finance Director Jacob McHargue.

Mr. McHargue explained that Fifty Mill LLC has made application for a golf facility on Lot 2 of the Yard Plat B which is 8.51 acres of property. The initial application was for \$ 6,984,896 of

RDA assistance to help with the development of a BigShots golf facility with luxury golf hitting and lounge bays, full service dining facilities, full service bar, corporate event space, private party space, and concert venue space. Meetings were held on December 12th and 18th with a contingent approval given on December 18th. Staff was asked to go back and work on a deal that could be acceptable to both the board and the developers. After further negotiations with the developers they had settled on an amount that they believed would be acceptable to both the lender and their financing partners.

Mr. McHargue stated that the fiscal impact of the staff recommendation would be \$3,746,260. He said that this included up to \$450,000 of upfront money as well as ongoing increment over time. He explained that staff had provided two options for funding:

Option 1

\$450,000 upfront money for development fees which include permit fees, impact fees, infrastructure, and other fees necessary for the development to occur.
62.5% of the increment for 12 years beginning in 2021 which is estimated to be \$275,000 annually. He said that they had discussed including a cap on the annual amount.

Option 2

\$450,000 upfront money for development fees which include permit fees, impact fees, infrastructure, and other fees necessary for the development to occur.
37.5% of the increment for 20 years beginning in 2021 which is estimated to be \$165,000 annually.

Mr. McHargue recommend Option 1. He also recommended a stipulation that the golf facility, the medical office on Lot 5 that is estimated to be 15,000 square feet, and medical office on Lot 1 that is estimated to be 20,000 square feet be completed and issued a Certificate of Occupancy within 27 months of the approval in order to receive the 1st year of increment.

Mr. McHargue turned the time over to Laura Lewis with Lewis Young, Robertson and Burningham.

Ms. Lewis stated that she had spent a significant amount of time reviewing the spreadsheet for potential reimbursement of the project. She disclosed that she was also Midvale's financial advisor, which had the Topgolf facility. She said that Midvale had mentioned that the Topgolf was one of their largest sales tax payers. She added that Midvale had a significant retail component in their city. She explained that the discussion today was the sharing of the property tax increment. She said that she checked comparative facilities with other medical facilities and their taxable value. She said the they looked at the taxable value of Topgolf and scaled it to match the proposed golf facility in Vineyard. She stated that she was of the opinion that this would be a benefit to Vineyard and should be incentivized. She said that she knew for a fact that office space was difficult to come by near the Topgolf. She stated that the numbers that Mr. McHargue had provided checked out. She suggested that they put a cap on the amount they provided the developer in tax increment.

Chair Fullmer called for questions.

Boardmember Riley asked if rather than capping the total they could cap the annual amount. Ms. Lewis replied that they typically see a cap on the total but they could cap the annual. She said that the benefit on the RDA would be to incentivize the developer to get everything built sooner.

Mr. McHargue thanked Ms. Lewis for the time spent on this project.

Chair Fullmer said that she would like to see what the costs for a 3-tiered building would look like. Mr. Hansen with X Development replied that it would be about \$1.3 million to \$1.5 million to go to a 3-tier building.

Boardmember Judd thanked everyone for the time spent on this project. He asked for an update on what franchise they would be using. David Allred with The Golf Club replied that he would be using BigShots who would provide the licensing and territory rights to run the facility. He said the he did not know if they could use the name of The Golf Club or if they had to use Big Shots' name. Boardmember Judd felt that the original selling point was that the Apollo Group had bought BigShots out and was going to be a big backer. He said that they needed to discuss any major changes. Chair Fullmer suggested that they add a stipulation, that the developer would come back to the board if there were any changes. Mr. Allred felt that with ClubCorp's extra help and financial strength it was reassuring and he felt better about it. He stated that he was not sure on the name of the facility. Boardmember Judd stated that he was not worried about the name, but the backing.

Eric Towner with X Development said that the golf world evolved around the PGA show that happened in Orlando, Florida every year. He said that commercial golf entertainment was a relatively new space, less than 12 years old. He added that there was one major player today and soon to be 4 or 5 more. He said that there may be other technology partners and franchise opportunities if Mr. Allred were to be flexible.

Boardmember Judd said that based on the number they were looking at that Topgolf had done wonders for Midvale. He said that they wanted the golf facility to be a big draw to and for Utah County. He expressed concern with getting this facility to that level. He asked how they could stipulate to ensure that the facility was built to a certain level. Mr. Towner replied that Mr. Allred gave them a stipulation that the facility must compete and be a beautiful experience with excellent quality.

Chair Fullmer mentioned that she had toured the BigShots facility in Lubbock Texas and had an underwhelming experience. She said she also toured three Topgolf facilities in Houston and wanted the facility in Vineyard to meet the Topgolf's quality. She suggested that they add a stipulation of the board being able to view the site plan before it went Planning Commission for approval. She wanted to see this facility match the level the developer was presenting.

Mr. Allred said that he would like the golf facility to be a 3-story facility but it was substantially more expensive. He said that if there was enough support and assistance to facilitate the building of the third tier, it would be fantastic. He said that the concept of the Lubbock facility was fine but the finishing touches were lacking. He felt that he had some competitive advantages that would be better than Topgolf. He said that his vision was similar to Topgolf and the 5 to 10 percent that was different would be better. He added that he was very particular in his building designs.

Chair Fullmer wanted to see the costs for a 3-tier facility. Mr. Allred felt that the Utah Department of Alcoholic Beverages (DABC) would like the separate concept with the 3-tier. He said that it was pride in ownership and would make sure that it was done right. He added that it would be done significantly better than Lubbock.

Chair Fullmer mentioned that she liked the branding of Topgolf and that it had a classic feel. She said that when she first saw the Lubbock facility, she thought it was a prison. Mr. Allred

explained that his style was modern, clean, bold, and unique. He mentioned that he would be visiting other competing facilities to see what he liked about them. Mr. Hansen thought that with the merger of the two companies that manage these facilities they would have specific requirements along with using their branding. Mr. Allred felt that Big Shots had learned a lot from their first facility. He added that Topgolf's first facility did not look like their other facilities. He felt that he had a lot flexibility with how they would operate with BigShots' support.

Boardmember Riley expressed concern with the potential change. He was not sure where the idea to go from a 2-tier to a 3-tier came from. Chair Fullmer said that in all of the pictures presented there were 3 tiers. Chair Fullmer felt that she would like to bring in a facility with 3 tiers. She said that she did not want to see it become something else. Boardmember Earnest felt that if it was 2 or 3 tiers, with Topgolf quality, it would be wonderful. Chair Fullmer preferred a 3-tier facility. Mr. Hansen explained that from the first discussion they had talked about it being a 2-tier facility. There was further discussion about the tiers. Chair Fullmer mentioned that the alcohol laws made it different so that it was a better-quality product. Mr. Hansen said the Topgolf had made the top level a bar area. The discussion continued.

Boardmember Judd suggested that they include a stipulation that the board review the site plans, which included elevations, building materials, etc. He felt that if it could make more money they would build up. Mr. Brim suggested that if the board wanted the ability to have more input on the design then they stipulate that they could review the site plan and give a statement of direction. Chair Fullmer clarified that one of the stipulations was the tiers and one was feedback on the site plan. Mr. Church explained that as a condition of the incentive the RDA Board would review and approve the site plan before it goes to the Planning Commission to make sure that what the RDA was contracting for was what the Planning Commission was seeing. He said that staff had anticipated that no payments would be made until the developers had met the minimum standards. He said the key would be what the board expects as the minimum facilities in order to kick in the incentives. If they chose not to build the minimums then there would be no incentives.

Ms. Lewis asked if a demand study had been done in regards for the demand of a Topgolf-type facility in Utah County. She asked if the demand would be there for a 3-story facility. Mr. Hansen replied that a feasibility study had been done. Boardmember Judd asked what the feasibility study recommended. Mr. Allred replied that they looked at the number of stories based on the number of bays. He said that 60 bays were great for the current market. He said that he did not want to over build the facility. He added that there was not a specific recommendation for the number of stories. Boardmember Judd asked if there was a specific reason that Mr. Allred wanted 3 tiers. Mr. Allred replied that he liked the height and distance of hitting the ball and to have the separation for alcohol sales. He said that the downside would be the cost. Chair Fullmer asked if they could reevaluate it under the same approval. Mr. Church explained that the board needed to decide if what they were putting in the contract was the minimum the developer had to complete in order to qualify for the incentives. He said that they would have to submit a new application if they wanted to increase incentives because they had built more than the minimum.

Mr. McHargue gave the updated numbers. He said that if they took the \$1,350,000 difference on a 12-year basis it would increase the tax incentive by \$112,000 annually.

Boardmember Riley asked what percent would that take the increment to. Mr. McHargue replied that it would be an 88 percent total tax increment for 12 years. Mr. Church reminded them that they still had to take out administrative and housing costs. Boardmember Judd stated that he was not in favor of using 88 percent of the available increment. He felt that they could not dictate the market and was not willing to fund it. Mr. McHargue explained that they currently had a deal that

would work for both sides. He added that there might some things that were a little different than they had anticipated. He felt that if those differences were a big enough deal to the board then maybe they did not want to do the deal. He suggested that they put stipulations to get the architecture and the type of building promised. He felt that it would be hard to stipulate the 3-story building. He added that the developers had some deadlines in their contract that would be more difficult to meet if they extended the requirements. Chair Fullmer felt that she could not approve the 88 percent. She said that she felt comfortable with them being interested in building the third tier and hoped they could find a way to build it.

Chair Fullmer called for a motion.

Boardmember Earnest stated that he was ready to make a motion. He felt that the tiers were not a big enough factor to not bring this facility to Vineyard. He also felt that they could not miss this opportunity.

Boardmember Riley asked someone to articulate what Mr. Church had said as to what the minimum was. He said in reviewing Mr. McHargue's recommendations there were things that clearly identified what the golf facility would contain. In another paragraph the recommendation also spelled out additional items. He felt that the combination of those two paragraphs set the minimum standards.

Motion: BOARDMEMBER JUDD MOVED TO APPROVE THE REIMBURSEMENT AGREEMENT OPTION 1 WITH THE FOLLOWING STIPULATIONS:

1. THE GOLF FACILITY WILL HAVE LUXURY GOLF HITTING AND LOUNGE BAYS, FULL SERVICE DINING FACILITIES, FULL SERVICE BAR, CORPORATE EVENT SPACE, PRIVATE PARTY SPACE, AND CONCERT VENUE SPACE.
2. AN ANNUAL CAP OF \$275,000
3. THE GOLF FACILITY, THE MEDICAL OFFICE ON LOT 5 THAT IS ESTIMATED TO BE 15,000 SQUARE FEET, AND MEDICAL OFFICE ON LOT 1 THAT IS ESTIMATED TO BE 20,000 SQUARE FEET BE COMPLETED AND ISSUED A CERTIFICATE OF OCCUPANCY WITHIN 27 MONTHS OF THE APPROVAL IN ORDER TO RECEIVE THE 1ST YEAR OF INCREMENT.
4. THE RDA BOARD WOULD REVIEW THE SITE PLAN THAT WOULD INCLUDE ARCHITECTURAL RENDERINGS AND ELEVATIONS PRIOR TO GOING TO THE PLANNING COMMISSION. Mr. Church clarified that the RDA Board signed off that the minimum requirements had been met prior to the Planning Commission doing their work.
5. IF THERE WAS A CHANGE FROM BIGSHOTS TO A DIFFERENT TYPE OF FRANCHISE OR TECHNOLOGY CHANGES THAT IT BE BROUGHT BACK TO THE RDA BOARD FOR REVIEW.

BOARDMEMBER EARNEST SECONDED THE MOTION.

Mr. Hansen explained that they had approval from their lenders on an overall cap, not an annual cap. They had already agreed to building the minimum in 27 months, but if things moved slowly in years 1 and 2, then without the annual cap they would have the opportunity to make up the difference in other years. Mr. Church said that it was an annual cap and a maximum number of years from when it was triggered and should not make a difference. There was a discussion about the annual versus the overall cap.

Boardmember Riley felt that it would be easier to cap the annual amount to allow for the funding of other projects. He expressed concern with getting something less if they did not cap it annually. He said that he hoped that the RDA was being recognized as helping someone get something

going. He wanted to have enough fire burning to get this project going as soon as possible so they could capture as much of the tax increment as they could. He felt that it should stay at the annual cap.

Mr. Hansen said that in order to make up ground, if they did not get the full amount in the first two years, they would have to build a more expensive product so that their value would be higher. He said that the 12 years was their incentive to get it all built quickly. He felt that the first two years were hard to get development going. Boardmember Judd felt that he had made it abundantly clear to the developers' lender that there would be a shortfall based on that cap. Mr. Towner explained that as they followed up with the lender, that there was a potential to get a higher income as a percentage share and the lender liked that ability. He said that if the developer was making more money, then the RDA was too. Boardmember Riley said that there were other major projects that were a concern and they were trying to figure out how to fund them. He asked why this was the only option. Mr. Towner replied that they were razor thin on the wrong side of the coin and were asking for a partnership to bring the development in. He asked that they put the cap at a dollar figure, not an annual rate.

Chair Fullmer called for further comments.

Ms. Lewis felt there was a benefit to a total cap. She explained that if they built more or had more taxable value, they would get their money sooner and the RDA would be left with the whole piece of the pie sooner. She felt that there would be some incentive to build sooner. She said that as a financial advisor she typically sees a total cap.

Boardmember Judd felt that they were still not hitting the same mark. He agreed with Boardmember Riley and felt that it would put a fire out there to get the development going. He also felt that they were partnering and being very generous. He asked if they could look at making it up and tie it to a certain year. Ms. Lewis reminded the board that this was their agreement and that they could set the annual cap how they wanted. Boardmember Judd felt that they were trying to find a compromise and make it work for all of them so if there was a way to incentivize the developers without giving more than the total amount proposed and in the first two years they could make up the money but not after that, then he could do something like that. He said that he meant in years two and three not the first year. Mr. Towner mentioned that there were retail pads that were blocked by a rail spur. He said that the recommendation they passed on to their lender did not have an annual cap but an overall value cap. He stated that the overall value could be significantly reduced and would affect their ability to get financing. He asked the board what the downside would be if they could complete the development in under 12 years. He felt they were being disincentivized to build quickly. Boardmember Judd replied that they had no control over when the rest of the buildings would be completed because the developer was not willing to stipulate timeframes on the remaining buildings. Mr. Towner replied that they were already willing to come down to 12 years. He felt that they were already incentivized to build quicker within the 12 years. Boardmember Riley explained that he was trying to protect against the slow development that happened in front of the Megaplex. He said that they had not set up the incentive correctly for the Megaplex and he could not let that happen again. Mr. Towner asked if going from 25 years to 12 years was not different. There was a discussion about the Megaplex contract. Boardmember Riley explained that they were trying to find a way to make it tighter with less holes in it. The discussion continued.

Boardmember Judd said that there were different risks to every deal and he felt that this deal was a little riskier. He said that he wanted to put in more benchmarks to make this development happen in year one and get the full benefit.

Mr. McHargue suggested that they could extend the contract a year so that the developer would get the tax increment from years 2 to 13. He said that that would help the RDA recoup some of their upfront money in the beginning. Mr. Hansen suggested that they either start at year 2 or have no annual cap the first couple of years. Mr. Towner felt that there were two pads on the rail spur outside of their control. He said that the lender looked at this as a \$3.7 million benefit assignable to them. Now they were putting more stipulations and he did not see where the RDA would be damaged. Boardmember Earnest replied that he deferred to the financial analyst who was saying that an annual cap was not typical. He said that he did not see how it would hurt the RDA.

Mr. McHargue said that running the numbers on the two retail pads, they represented about \$35,000 in tax increment a year and at 62 percent it would be somewhere in the \$20,000 range. He said that he was comfortable saying that the conservative estimates in the spreadsheets would more than make up that gap. Mr. Towner asked what revenue the city would be losing out on if the site was only 50 percent built out. Mr. McHargue replied that the RDA would be losing out on \$34,000 in the first year. Mr. McHargue explained that the tax increment, after the incentive, was projected at \$68,000 if it was fully built out. Mr. Towner stated that the dollar amount was lower than he was thinking.

Boardmember Riley asked Ms. Lewis how this would affect their future ability to bond. Ms. Lewis replied that payments pursuant to agreements to develop land were subordinate to bond payments. She explained that they would pay the bond holders first. She said that it would cut into the amount the RDA could bond for. She explained that for every \$10 in tax increment, once there was a history, then it was practicable that they could bond for \$5 of that increment. She said that they had to leave enough money after the bond payments were made. She felt that it would not impact a lot. There was a discussion about bonding capacity. Mr. McHargue suggested that they put an annual cap a little higher and still put the total cap on it, which should not impact their bonding capability.

Boardmember Earnest asked if it would meet the needs for the developers. There was a discussion about the annual cap amount. Mr. McHargue explained that an annual cap of \$300,000 would make up a gap of \$25,000, which he was okay with.

Amended Motion: BOARDMEMBER JUDD MOVED TO APPROVE THE REIMBURSEMENT AGREEMENT OPTION 1.

1. MAKING THE CHANGE TO A CAP OF \$300,000 ANNUALLY WITH NO MORE THAN A TOTAL OF \$3,746,256 OVER THE 12-YEAR AGREEMENT AT 62.5 %
2. THE GOLF FACILITY WILL HAVE LUXURY GOLF HITTING AND LOUNGE BAYS, FULL SERVICE DINING FACILITIES, FULL SERVICE BAR, CORPORATE EVENT SPACE, PRIVATE PARTY SPACE, AND CONCERT VENUE SPACE.
3. THE GOLF FACILITY, THE MEDICAL OFFICE ON LOT 5 THAT IS ESTIMATED TO BE 15,000 SQUARE FEET, AND THE MEDICAL OFFICE ON LOT 1 THAT IS ESTIMATED TO BE 20,000 SQUARE FEET BE COMPLETED AND ISSUED A CERTIFICATE OF OCCUPANCY WITHIN 27 MONTHS OF THE APPROVAL IN ORDER TO RECEIVE THE 1ST YEAR OF INCREMENT.
4. THE SITE PLAN WITH ARCHITECTURAL RENDERINGS AND ELEVATIONS BE BROUGHT TO THE RDA BOARD FOR THEIR APPROVAL PRIOR TO THEM GOING TO THE PLANNING COMMISSION.
5. IF ANY CHANGE TO THE BIG SHOTS FRANCHISE/TECHNOLOGY IS PICKED TO BE DIFFERENT, THAT THE RDA BOARD BE MADE AWARE OF IT FOR FURTHER REVIEW

BOARDMEMBER EARNEST SECONDED THE MOTION. ROLL WENT AS FOLLOWS:
CHAIR FULLMER, BOARDMEMBERS EARNEST, FLAKE, JUDD, AND RILEY VOTED
AYE. MOTION CARRIED UNANIMOUSLY.

ADJOURNMENT

Chair Fullmer called for a motion to adjourn the meeting.

Motion: BOARDMEMBER FLAKE MOVED TO ADJOURN THE MEETING AT 8:21 PM.
BOARDMEMBER EARNEST SECONDED THE MOTION. CHAIR FULLMER,
BOARDMEMBERS EARNEST, FLAKE, JUDD, AND RILEY VOTED AYE. MOTION
CARRIED UNANIMOUSLY.

RDA meetings are scheduled as needed.

MINUTES APPROVED ON: February 13, 2019

CERTIFIED CORRECT BY: /s/ Pamela Spencer
PAMELA SPENCER, CITY RECORDER