

SOUTH WEBER COMMUNITY REDEVELOPMENT AGENCY (RDA) BOARD MEETING

Watch live, or at your convenience.

<https://www.youtube.com/c/southwebercityut>

PUBLIC NOTICE is hereby given that the South Weber Community Redevelopment Agency (RDA) Board will meet in a regular public meeting during a City Council meeting which begins at 6:00 p.m. on Tuesday, May 13, 2024, in the Council Chambers at 1600 E. South Weber Dr.

ITEMS

1. Consent Agenda
 - a. February 25, 2025 Minutes
 - b. RDA Resolution 25-01 Amended Exhibit 2
2. **Public Hearing on Old Fort Community Reinvestment Area Plan**
3. RDA Resolution 25-02: Approving the Old Fort Community Reinvestment Area Plan and Submitting Plan to City Council for Adoption
4. **Public Hearing on Old Fort Community Reinvestment Area Budget**
5. RDA Resolution 25-03: Adopting Old Fort Community Reinvestment Area Budget
6. Adjourn RDA Board Meeting and Reconvene Council Meeting

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder, 1600 East South Weber Drive, South Weber, Utah 84405 (801-479-3177) at least two days prior to the meeting.

The undersigned City Recorder for the municipality of South Weber City hereby certifies that a copy of the foregoing notice was mailed/emailed/posted to: City Office building; Board Members and others on the agenda; City Website southwebercity.com/; and Utah Public Notice website www.utah.gov/pmn/index.html.

DATE: 05-06-2025

CITY RECORDER: Lisa Smith

SOUTH WEBER CITY REDEVELOPMENT AGENCY (RDA) BOARD MEETING

MEETING DATE: 25 February 2025

TIME COMMENCED: 7:20 p.m.

LOCATION: South Weber City Office @ 1600 East South Weber Drive, South Weber, UT

PRESENT: CHAIRMAN:

Rod Westbrook

BOARD MEMBERS:

**Jeremy Davis
Joel Dills
Blair Halverson
Angie Petty
Wayne Winsor**

**CITY MANAGER:
COMMUNITY DEV MGR:
CITY ATTORNEY:
FINANCE DIRECTOR:
BOARD SECRETARY:**

**David Larson
Lance Evans
Jayme Blakesley
Brett Baltazar
Lisa Smith**

Minutes: Michelle Clark

1. Approve September 10, 2024 Minutes

Board Member Halverson moved to approve the 10 September 2024 minutes as written. Board Member Petty seconded the motion. Chairman Westbrook called for a voice vote. Board Members Westbrook, Davis, Dills, Halverson, Petty, and Winsor voted aye. The motion carried.

2. RDA Resolution 25-01: Diversion of Property Tax for a Community Reinvestment Project Area and Adoption of Old Fort Community Reinvestment Area Interlocal Cooperation Agreements.

The South Weber City Community Development and Renewal Agency (RDA) created the Old Fort Community Reinvestment Area (CRA) to assist in the development of a recreational sales and storage facility. Each taxing entity was solicited to divert a portion of property tax to the agency for a ten-year period for use in infrastructure and other improvements. Each of the six entities involved approved an interlocal cooperation agreement outlining the details. The RDA board has now reviewed the agreements and finds them to be in order.

Board Member Petty moved to approve RDA Resolution 25-01: Diversion of Property Tax for a Community Reinvestment Project Area. Board Member Halverson seconded the motion. Chairman Westbrook called for a roll call vote. Board Members Westbrook, Davis, Dills, Halverson, Petty, and Winsor voted aye. The motion carried.

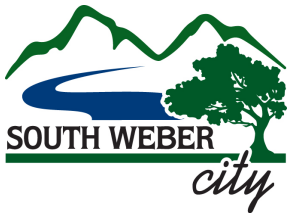
3. Adjourn and Continue Council Meeting

Board Member Halverson moved to adjourn the RDA Board Meeting and to continue the City Council Meeting at 7:24 p.m. Board Member Petty seconded the motion. Chairman Westbroek called for a voice vote. Board Members Westbroek, Davis, Dills, Halverson, Petty, and Winsor voted aye. The motion carried.

APPROVED: _____ Date 05-13-2025
Chairman: Rod Westbroek

Transcriber: Michelle Clark

Attest: Secretary: Lisa Smith



REDEVELOPMENT AGENCY MEETING STAFF REPORT

MEETING DATE

May 13, 2025

PREPARED BY

Lisa Smith
City Recorder

ITEM TYPE

Administrative

ATTACHMENTS

Redline Version
Clean Version

AGENDA ITEMS

Approve RDA Resolution 25-01 Amended Exhibit 2

ACTION

Approve the amended version of the Weber Basin Agreement

SUMMARY

On February 25, 2025 the RDA board approved RDA Resolution 25-01: Diversion of Property Tax for a Community Reinvestment Project Area and Adoption of Old For Community Reinvestment Area Interlocal Cooperation Agreement. The second Exhibit with this resolution was with Weber Basin Water Conservancy District. The agreement was signed and sent to the district for their signature. Calysto Bravo from the district sent back a revised copy that their board had approved. There were quite a few changes and after reviewing the situation with the City Attorney, the agreement with the revisions is now being brought to the board for approval.

RDA RES 25-01 Exhibit 2 Redline**INTERLOCAL COOPERATION AGREEMENT**

THIS INTERLOCAL COOPERATION AGREEMENT (“**Agreement**”) is made and entered into this 21st day of November, 2024, by and between the **REDEVELOPMENT AGENCY OF SOUTH WEBER CITY**, a community reinvestment agency and political subdivision of the State of Utah (the “**Agency**”), and **WEBER BASIN WATER CONSERVANCY DISTRICT**, a political subdivision of the State of Utah (the “**County**”) in contemplation of the following facts and circumstances:

- A. **WHEREAS**, the Agency is operated under the provisions of the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the Utah Code Ann. (UCA) (the “**Act**”), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting South Weber City (the “**City**”) in development activities that are likely to advance the policies, goals and objectives of the City’s general plan, contributing to capital improvements and investments which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its residents; and
- B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the “**Cooperation Act**”); and
- C. **WHEREAS**, the Agency created the Old Fort Community Reinvestment Area (the “**Project Area**”) located at 546 East 6650 South and 108 East South Weber Drive, South Weber, Utah, as described in “**Exhibit A**” (the “**Property**”), through the adoption of the Old Fort Community Reinvestment Project Area Plan (the “**Project Area Plan**”), located within the City, which Project Area Plan is attached to this Agreement as “**Exhibit B**.” Copies of Exhibits A and B are attached hereto and incorporated herein by this reference; and
- D. **WHEREAS**, the Project Area contains mostly vacant and underutilized land, which is anticipated to include a RV Sales and Service Center. The Agency has not yet entered into any participation or development agreements with developers, but anticipates that the City and/or the Agency may enter into one or more participation agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, “**Tax Increment**” (as that term is defined in the Act), generated from the Project Area; and
- E. **WHEREAS**, historically, the Project Area has generated a total of \$16,624 per year in property taxes for the various taxing entities, including the City, Davis County (the “**County**”), Davis School District (the “**School District**”), and the other Special Districts and Special Service Districts, with \$355 being generated annually for the District; and
- F. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property tax increment produced by the Project Area for the City, County, the School District, and the other Special Districts and Special Service Districts are projected to total approximately \$168,487 per year, with \$3,400 going to the County agencies; and
- G. **WHEREAS**, the Agency has requested the City, County, School District, and other Special Districts and Special Service Districts to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions

of the increased property tax (i.e., Tax Increment) which will be generated by the Project Area; and

- H. **WHEREAS**, the Agency has retained Zions Public Finance Inc., an independent financial consulting firm with substantial experience regarding community reinvestment projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and Budget; and
- I. **WHEREAS**, the Agency has adopted the Old Fort Community Reinvestment Project Area Budget (the “**Project Area Budget**”), a draft copy of which is attached as “**Exhibit C**”, a copy of which is attached hereto and incorporated herein by reference, which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area; and
- J. **WHEREAS**, the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Recitals**. The above recitals are hereby incorporated into this Agreement by reference.
- ~~2. **Additional Tax Revenue**. The County has determined that significant additional property tax revenue (i.e., Tax Increment, as defined by the Act) will likely be generated by the development of public amenities within the Project Area as described in further detail in the Project Area Plan and Project Area Budget. ~~Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.~~~~
2. ~~3. **Offset of Development Costs and Expenses**. The District has determined, based upon the representations of the Agency, that it is in the best interests of ~~its~~ the District's residents to pay or distribute specified portions of its Tax Increment to the Agency in order for the Agency to support the construction of public amenities and other development-related costs needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and amended from time to time.~~
4. **Base Year and Base Year Value**. The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be tax year 2023, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2023 Weber Basin Water Conservancy District assessment rolls for all property located within the Project Area.
5. **Agreement(s) with Developer(s)**. The Agency is authorized to enter into one or more participation agreements with one or more participants which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the participant(s) conditional upon the participant or participants meeting certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as

a condition of the payment to the participant(s) that each respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable taxing entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

6. **Payment Trigger and Length of Tax Increment Collection Period.** The first year (“Year One”) of payment of Tax Increment from the District to the Agency shall be determined by the Agency, but the Agency will trigger the Project Area for collection no later than by November 1, 2024. Each subsequent year, beginning with the first year after Year one, shall be defined in sequence as Year Two through Year Ten. The Agency may trigger the collection of Tax Increment by timely delivering a letter or other written request to the Weber Basin Water Conservancy District Clerk at the address specified in paragraph 13.
7. **Total Payment to Agency.** The County shall authorize the remittance to the Agency, beginning with property tax receipts in Year One, and continuing through Year Ten, or until a cap of \$957,957 (from all participating taxing entities) or a cap of \$17,044 (from the District), whichever comes first, 50% of the annual Property Tax Increment generated from within the Project Area, including the real (e.g., buildings, land, and fixtures), personal, and centrally assessed property within the Project Area.
- ~~7.8.~~ **Water Conservation.** In order to help preserve the finite water supply and facilitate the sustainable use of a limited water resource, the Parties shall adopt and adhere to a Water Conservation Plan for this development that, a a minimum, meets the State’s regional water conservation goals (as outlined by the Division of Water Resources under Utah code 73-10-32).
- ~~8.9.~~ **Property Tax Increase.** This Agreement provides for the payment of the increase in real property, personal property, and centrally assessed property taxes collected from the Project Area by the County as the tax collection agency for the District. Without limiting the foregoing, this Agreement includes Tax Increment resulting from an increase in the tax rate of the County, which is hereby expressly approved as being included in Tax Increment as required by Section 17C-1-407 of the Act. It is expressly understood that the Property Taxes which are the subject of this Agreement are only those Property Taxes actually collected by the County from the Project Area for the benefit of the County.
- ~~9.10.~~ **Prohibition of Reduction of Funds by Taxing Entities.** As required under 17C-5-204(6) of the Act, this Agreement prohibits a taxing entity from proportionately reducing the amount of project area funds the taxing entity consents to pay to an agency under this paragraph by the amount of any direct expenditures the taxing entity makes within the Project Area for the benefit of the Project Area or the Agency.
- ~~10.11.~~ **No Independent Duty.** The County shall be responsible to remit to the Agency only Tax Increment actually received by the County. The County shall have no independent duty to pay any amount to the Agency other than the Tax Increment actually received by the County on behalf of the County Agencies on an annual basis.

~~11~~**12. Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

~~12~~**13. Further Documents and Acts.** Each party hereto agrees to cooperate in good faith with the other party, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

~~13~~**14. Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

Weber Basin Water Conservancy District Commission
Attn: Kendall Searle
Administration Manager/CAO
Weber Basin Water Conservancy District
2837 East Highway 193
Layton, UT 84040
Phone: (801) 771-1677

Redevelopment Agency of South Weber City
Attn: David Larson
City Manager
1600 E South Weber Drive
South Weber, UT 84405
Phone: 801-479-3177

Any party may from time to time, by written notice to the other party as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

~~13~~**15. Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements,

representations, negotiations and understandings of the parties hereto regarding the subject matter hereof, oral or written, express or implied, are hereby superseded and merged herein.

14.16. No Third-Party Benefit. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third-party beneficiaries to this Agreement.

15.17. Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

16.18. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

17.19. Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

18.20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

19.21. Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

20.22. Governing Law. This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Weber Basin Water Conservancy District, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

21.23. Declaration of Invalidity. In the event that a court of competent jurisdiction declares that the District cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, the Agency, and the District (at no out-of-pocket cost to the District)

shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid.

22:24. No Separate Legal Entity. No separate legal entity is created by this Agreement.

23:25. Duration. This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Ten or according to the capped amount of \$957,957 (from all participating entities) or a cap of \$17,044 (from the District), whichever comes first.

24:26. Assignment. No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from the other party. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned and assumed.

25:27. Termination. Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction, or termination as a result of any legislative action requiring such termination, then any funds held by the Agency which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement shall be returned to the party originally remitting same to the Agency, and upon such return to the District this Agreement shall be deemed terminated and of no further force or effect.

26:28. Interlocal Cooperation Act. In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall immediately be filed with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination and acknowledging the termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement;

- f. Immediately after the execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published a notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act;
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real or personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement; and
- h. Each Party will be responsible for financing its activities and for separately maintaining their respective budgets.

[Signature Page Follows]

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2024, by and between the **REDEVELOPMENT AGENCY OF SOUTH WEBER CITY**, a community reinvestment agency and political subdivision of the State of Utah (the “**Agency**”), and **WEBER BASIN WATER CONSERVANCY DISTRICT**, a Utah Water Conservancy District (the “**District**”) in contemplation of the following facts and circumstances:

- A. **WHEREAS**, the Agency is operated under the provisions of the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the Utah Code Ann. (UCA) (the “**Act**”), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting South Weber City (the “**City**”) in development activities that are likely to advance the policies, goals and objectives of the City’s general plan, contributing to capital improvements and investments which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its residents; and
- B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the “**Cooperation Act**”); and
- C. **WHEREAS**, the Agency created the Old Fort Community Reinvestment Area (the “**Project Area**”) located at 546 East 6650 South and 108 East South Weber Drive, South Weber, Utah, as described in “**Exhibit A**” (the “**Property**”), through the adoption of the Old Fort Community Reinvestment Project Area Plan (the “**Project Area Plan**”), located within the City, which Project Area Plan is attached to this Agreement as “**Exhibit B.**” Copies of Exhibits A and B are attached hereto and incorporated herein by this reference; and
- D. **WHEREAS**, the Project Area contains mostly vacant and underutilized land, which is anticipated to include a RV Sales and Service Center. The Agency has not yet entered into any participation or development agreements with developers, but anticipates that the City and/or the Agency may enter into one or more participation agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, “**Tax Increment**” (as that term is defined in the Act), generated from the Project Area; and
- E. **WHEREAS**, historically, the Project Area has generated a total of \$16,624 per year in property taxes for the various taxing entities, including the City, Davis County (the “**County**”), Davis School District (the “**School District**”), and the other Special Districts and Special Service Districts, with \$355 being generated annually for the District; and
- F. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property tax increment produced by the Project Area for the City, County, the School District, and the other Special Districts and Special Service Districts are projected to total approximately \$168,487 per year, with \$3,400 going to the District; and
- G. **WHEREAS**, the Agency has requested the City, County, School District, and other Special Districts and Special Service Districts to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the increased property tax (i.e., Tax Increment) which will be generated by the Project Area; and

- H. **WHEREAS**, the Agency has retained Zions Public Finance Inc., an independent financial consulting firm with substantial experience regarding community reinvestment projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and Budget; and
- I. **WHEREAS**, the Agency has adopted the Old Fort Community Reinvestment Project Area Budget (the “**Project Area Budget**”), a draft copy of which is attached as “**Exhibit C**”, a copy of which is attached hereto and incorporated herein by reference, which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area; and
- J. **WHEREAS**, the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Recitals.** The above recitals are hereby incorporated into this Agreement by reference.
2. **Additional Tax Revenue.** The Agency has determined that significant additional property tax revenue (i.e., Tax Increment, as defined by the Act) will likely be generated by the development of public amenities within the Project Area as described in further detail in the Project Area Plan and Project Area Budget.
3. **Offset of Development Costs and Expenses.** The District has determined, based upon the representations of the Agency, that it is in the best interests of the District’s residents to pay or distribute specified portions of its Tax Increment to the Agency in order for the Agency to support the construction of public amenities and other development-related costs needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and amended from time to time.
4. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be tax year 2023, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2023 Weber Basin Water Conservancy District assessment rolls for all property located within the Project Area.
5. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation agreements with one or more participants which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the participant(s) conditional upon the participant or participants meeting certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the participant(s) that each respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable taxing entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

6. **Payment Trigger and Length of Tax Increment Collection Period.** The first year (“Year One”) of payment of Tax Increment from the District to the Agency shall be determined by the Agency, but the Agency will trigger the Project Area for collection no later than by November 1, 2024. Each subsequent year, beginning with the first year after Year one, shall be defined in sequence as Year Two through Year Ten. The Agency may trigger the collection of Tax Increment by timely delivering a letter or other written request to the Weber Basin Water Conservancy District Clerk at the address specified in paragraph 13.
7. **Total Payment to Agency.** The County shall authorize the remittance to the Agency, beginning with property tax receipts in Year One, and continuing through Year Ten, or until a cap of \$957,957 (from all participating taxing entities) or a cap of \$17,044 (from the District), whichever comes first, 50% of the annual Property Tax Increment generated from within the Project Area, including the real (e.g., buildings, land, and fixtures), personal, and centrally assessed property within the Project Area.
8. **Water Conservation.** In order to help preserve the finite water supply and facilitate the sustainable use of a limited water resource, the Parties shall adopt and adhere to a Water Conservation Plan for this development that, at a minimum, meets the State’s regional water conservation goals (as outlined by the Division of Water Resources under Utah code 73-10-32).
9. **Property Tax Increase.** This Agreement provides for the payment of the increase in real property, personal property, and centrally assessed property taxes collected from the Project Area by the County as the tax collection agency for the District. Without limiting the foregoing, this Agreement includes Tax Increment resulting from an increase in the tax rate of the County, which is hereby expressly approved as being included in Tax Increment as required by Section 17C-1-407 of the Act. It is expressly understood that the Property Taxes which are the subject of this Agreement are only those Property Taxes actually collected by the County from the Project Area for the benefit of the County.
10. **Prohibition of Reduction of Funds by Taxing Entities.** As required under 17C-5-204(6) of the Act, this Agreement prohibits a taxing entity from proportionately reducing the amount of project area funds the taxing entity consents to pay to an agency under this paragraph by the amount of any direct expenditures the taxing entity makes within the Project Area for the benefit of the Project Area or the Agency.
11. **No Independent Duty.** The County shall be responsible to remit to the Agency only Tax Increment actually received by the County. The County shall have no independent duty to pay any amount to the Agency other than the Tax Increment actually received by the County on behalf of the County Agencies on an annual basis.
12. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.
13. **Further Documents and Acts.** Each party hereto agrees to cooperate in good faith with the other party, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

14. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

Weber Basin Water Conservancy District Commission
 Attn: Kendall Searle
 Administration Manager/CAO
Weber Basin Water Conservancy District
 2837 East Highway 193
 Layton, UT 84040
 Phone: (801) 771-1677

Redevelopment Agency of South Weber City
 Attn: David Larson
 City Manager
 1600 E South Weber Drive
 South Weber, UT 84405
 Phone: 801-479-3177

Any party may from time to time, by written notice to the other party as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

13. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto regarding the subject matter hereof, oral or written, express or implied, are hereby superseded and merged herein.
14. **No Third-Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third-party beneficiaries to this Agreement.
15. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and

subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

16. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
17. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.
18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
19. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.
20. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Weber Basin Water Conservancy District, Utah, and the parties hereto agree to submit to the jurisdiction of such court.
21. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the District cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, the Agency, and the District (at no out-of-pocket cost to the District) shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid.
22. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.
23. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Ten or according to the capped amount of \$957,957 (from all participating taxing entities) or a cap of \$17,044 (from the District), whichever comes first.
24. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from the other party. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned and assumed.

25. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction, or termination as a result of any legislative action requiring such termination, then any funds held by the Agency which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement shall be returned to the party originally remitting same to the Agency, and upon such return to the District this Agreement shall be deemed terminated and of no further force or effect.
26. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:
- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
 - b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
 - c. A duly executed original counterpart of this Agreement shall immediately be filed with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
 - d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;
 - e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination and acknowledging the termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement;
 - f. Immediately after the execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published a notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act;
 - g. This Agreement makes no provision for the parties acquiring, holding and disposing of real or personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement; and
 - h. Each Party will be responsible for financing its activities and for separately maintaining their respective budgets.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.


WEBER BASIN WATER CONSERVANCY DISTRICT

By: Scott Paxman
Its: General Manager / CEO



Scott W. Paxman, General Manager /CEO for the District

Approved as to form and compliance with applicable law:



Mike Malmberg, Attorney for the District

Agency: REDEVELOPMENT AGENCY OF SOUTH WEBER CITY

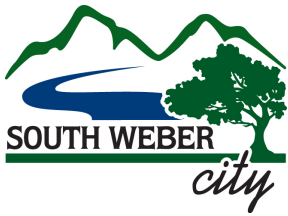
By: _____

Its: Chair

Secretary

Approved as to form:

Attorney for the Agency



REDEVELOPMENT AGENCY MEETING STAFF REPORT

MEETING DATE

May 13, 2025

PREPARED BY

Lance Evans

Community Development
Manager

ITEM TYPE

Administrative &
Legislative

ATTACHMENTS

Old Fort Community
Reinvestment Area Budget
and Plan

AGENDA ITEMS

1. Approving the Old Fort Community Reinvestment Area Plan and Submitting Plan to City Council for Adoption
2. Adopting Old Fort Community Reinvestment Area Budget

ACTION

Legislative Action: Adoption of Old Fort Community Reinvestment Area Plan and Budget

SUMMARY

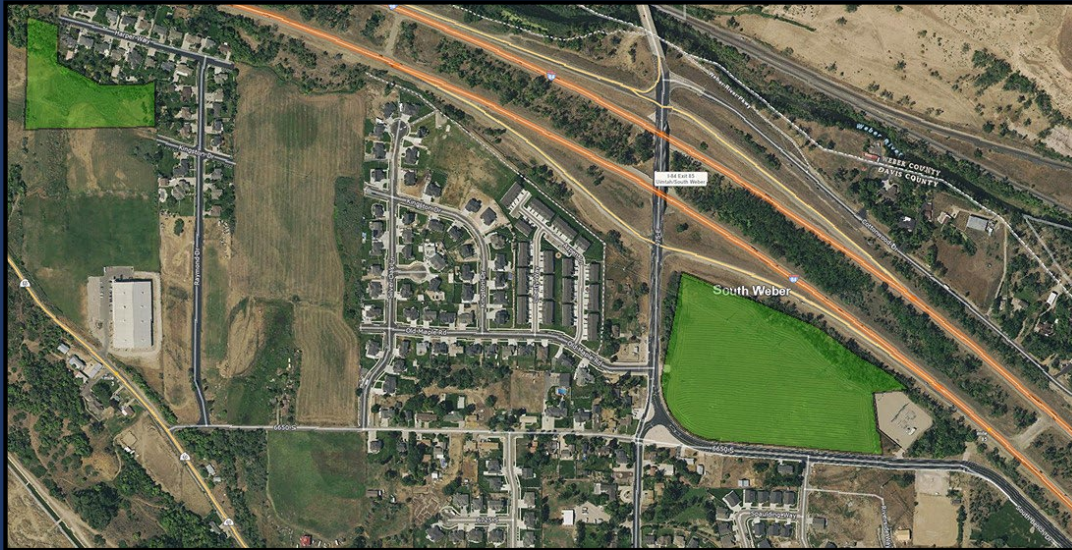
The South Weber City Community Development and Renewal Agency created the Old Fort Community Reinvestment Area (CRA) to assist in the development of a recreational vehicles sales and storage facility within South Weber City.

The Old Fort Community Reinvestment Area Plan and Budget outline the property tax data from the properties and project the potential increases in value with the General RV improvements to the Community Reinvestment Area (CRA). And it address each of the Utah State law requirements for the Community Reinvestment Area.

Interlocal agreements have been approved for each of the taxing entities for the CRA. The interlocal agreements established the Tax Increment Finance (TIF) amount for the project and the contribution from each entity. The maximum amount collected for the Old Fort CRA is \$957,957. Each agreement sets the anticipated tax increases over a 10-year period, it is hoped that the maximum will be reached before the end of the 10 years. These funds will be used for infrastructure improvements including piping the Riverdale Bench Canal, site improvements on the two properties and administration.

RDA staff met with each of the six entities to develop the interlocal agreements. The Interlocal Agreements have been approved by each of the taxing districts within the Old Fort Community Reinvestment Area.

Project Area



23.401 Acres

3 parcels

1 owner

I-84 Access

Commercial

BACKGROUND

The South Weber City Community Development and Renewal Agency created the Old Fort Community Reinvestment Area (CRA) to assist in the development of a recreational vehicles sales and storage facility within South Weber City.

Interlocal agreements are required between the Agency and the taxing districts and entities in the CRA to allow for the tax distribution from the districts and the city to the Agency.

Community Reinvestment Areas

A Community Reinvestment Area (CRA) in Utah is a designated area where local governments work to encourage development, economic growth, and investment. CRAs are governed by Utah's Community Reinvestment Act, which allows cities or counties to establish these areas to attract private investment, revitalize neighborhoods, and boost economic opportunities.

Purpose of a Community Reinvestment Area

- **Stimulate Economic Development:** CRAs aim to attract businesses and investment to underdeveloped or economically stagnant areas.
- **Revitalize Blighted Areas:** CRAs address urban decay, promotes infrastructure upgrades to improve the quality of life.
- **Enhance Tax Base:** By fostering development, they increase property values, thus generating higher property tax revenues for the local government.

- Encourage Public-Private Partnerships: CRAs use tax increment financing (TIF) and other tools to collaborate with developers, leveraging private funds for public benefit.

Benefits of a Community Reinvestment Area

- Improved Infrastructure: CRAs often focus on upgrading utilities, roads, and public facilities, making areas more attractive for residents and businesses.
- Job Creation: Economic development projects in CRAs lead to employment opportunities in construction, retail, and other industries.
- Economic Equity: They aim to reduce disparities by directing resources to underserved areas or populations.
- Increased Property Values: Development projects enhance the aesthetic and functional appeal of neighborhoods.

RDA RESOLUTION 25-02

**A RESOLUTION OF THE SOUTH WEBER CITY COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY (RDA) APPROVING THE
COMMUNITY REINVESTMENT AREA PLAN**

WHEREAS, in February 2023 the City Council approved a development agreement for the General RV Center through which the City agreed to aid the process of requesting tax diversion from all applicable tax entities; and

WHEREAS, South Weber City Community Development and Renewal Agency (RDA) adopted a survey area, approved a reimbursement agreement with the City, and proposed a community reinvestment area including parcels 133780001, 130070003 and 133790003 with the purpose of stimulating economic development, revitalizing blighted area, enhancing tax base, and encouraging public-private partnerships; and

WHEREAS, RDA staff drafted the Old Fort Community Reinvestment Area Plan provided to taxing entities and available to public perusal for more than thirty days; and

WHEREAS, the interlocal cooperative agreements with the tax entities were approved in February and public notice was provided as required for a public hearing which was held as part of this meeting; and

WHEREAS, the RDA board has reviewed the proposed Old Fort Community Reinvestment Area Plan and citizen comment and finds the plan serves a public purpose, produces a public benefit, is economically sound and feasible, conforms to the General Plan, and promotes the public peace, health, safety, and welfare of the South Weber residents;

NOW THEREFORE BE IT RESOLVED by the Governing Board of the South Weber City Community Development and Renewal Agency as follows:

Section 1. Approval: The Old Fort Community Reinvestment Area Plan as attached in **Exhibit 1** is hereby approved and submitted to the South Weber Council for adoption. The legal description of the boundary area is also included as **Exhibit 2**.

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the RDA Board of South Weber, Davis County, on the 13th day of May 2025.

Roll call vote is as follows:

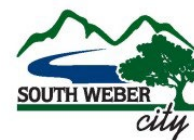
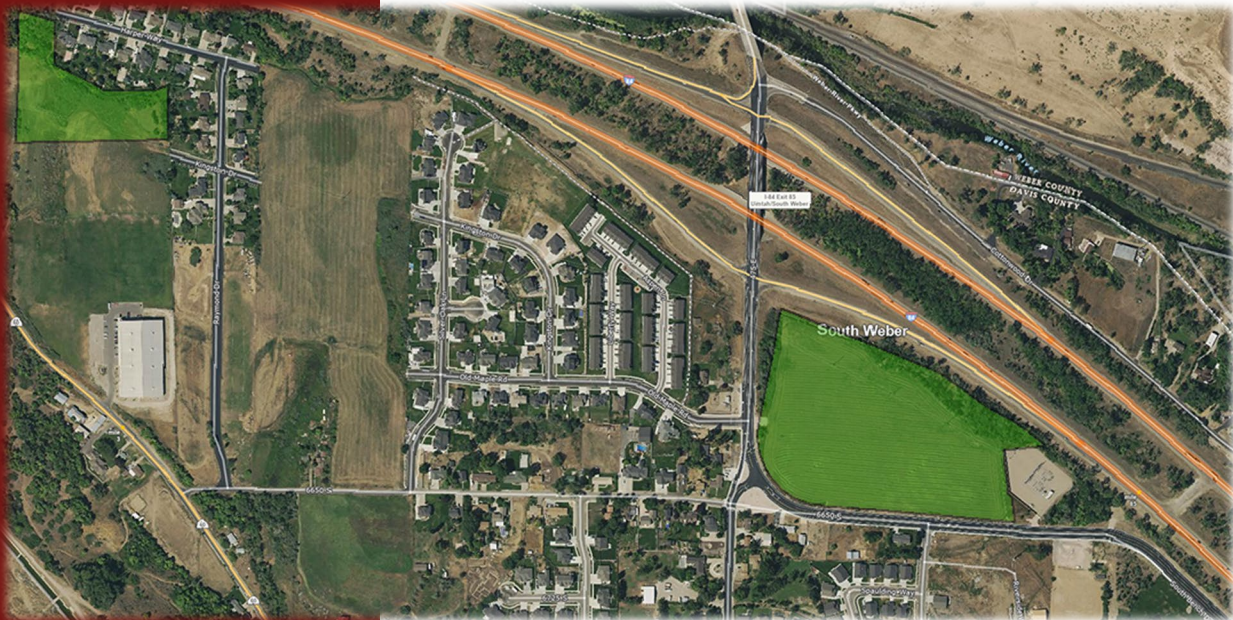
Board Member Halverson	FOR	AGAINST
Board Member Petty	FOR	AGAINST
Chair Westbrook	FOR	AGAINST
Board Member Dills	FOR	AGAINST
Board Member Davis	FOR	AGAINST
Board Member Winsor	FOR	AGAINST

Rod Westbrook, Chair

Attest: Lisa Smith, Secretary

Old Fort Community Reinvestment Area

Project Area Plan



November 2024



ZIONS PUBLIC FINANCE, INC.

Table of Contents

Background and Overview..... 2

1(a). The Base Taxable Value [17C-5-303(1)(a)]..... 2

1(b). Projected Amount of Tax Increment to be Generated Within the Project Area [17C-5-303(1)(b)] 2

1(c). Project Area Funds Collection Period [17C-5-303(1)(c)]..... 3

1(d). Projected Amount of Tax Increment to be Paid to Other Taxing Entities [17C-5-303(1)(d)] 3

1(e). If the Area From Which Tax Increment is Collected is Less Than the Entire Project Area [17C-5-303(1)(e)] 3

1(f). The Percentage of Tax Increment the Agency is Authorized to Receive [17C-5-303(1)(f)] 3

1(g). The Maximum Cumulative Dollar Amount of Tax Increment the Agency is Authorized to Receive from the Project Area [17C-5-303(1)(g)] 4

2. If the Agency Receives Sales and Use Tax Revenue [17C-5-303(2)(a) and (b)]..... 4

3. Amount of Project Area Funds the Agency Will Use to Implement the Project Area [17C-5-303(3)] 4

4. The Agency’s Combined Incremental Value [17C-5-303(4)] 4

5. The Amount of Project Area Funds That Will Be Used to Cover the Cost of Administering the Project Area [17C-5-303(5)]..... 5

6. For Property That the Agency Owns and Expects to Sell, the Expected Total Cost of the Property to the Agency and the Expected Sale Price [17C-5-303(6)] 5

Background and Overview

The following narrative has been prepared in accordance with Utah Code §17C-5-303 for an Agency that receives tax increment.

This Budget is prepared in good faith as a current reasonable estimate of the economic impact of projected development and redevelopment within the Project Area. Fundamental economic and other circumstances may influence the actual impact. With these assumptions, the information contained within this Budget represents the reasonable expectations of the Agency. The Agency makes no guarantee that the projections contained in this Budget of the Project Area Plan for the Project Area accurately reflect the future development and/or redevelopment within the Project Area. Further, the Agency specifically reserves all powers granted to it under the Act, now and as may be amended; this Budget shall not be interpreted to limit or restrict the powers of the Agency as granted by the Act. The actual amount of tax increment received by the Agency will be determined solely by interlocal agreement(s) between the Agency and the various taxing entities; this Budget does not control the flow of tax increment money, nor does it entitle the Agency to receive money from tax increment or any other source.

1(a). The Base Taxable Value [17C-5-303(1)(a)]

The base taxable value is the year 2023 value of \$1,677,304.

1(b). Projected Amount of Tax Increment to be Generated Within the Project Area [17C-5-303(1)(b)]

The projected amount of tax increment to be generated within the Project Area over 10 years is over \$950,000.

TABLE 1: INCREMENTAL PROPERTY TAX REVENUES FOR 10 YEARS

Taxing Entity	2023 Tax Rates	Total	NPV*
Davis County	0.001152	\$98,173	\$75,844
Multicounty Assessing & Collecting Levy	0.000015	\$1,278	\$988
County Assessing & Collecting Levy	0.000131	\$11,164	\$8,625
Davis County School District	0.006228	\$530,750	\$410,029
South Weber City	0.001330	\$226,685	\$175,125
Weber Basin Water Conservancy District	0.000200	\$17,044	\$13,167
Davis County Mosquito Abatement District	0.000098	\$8,352	\$6,452
Central Weber Sewer Improvement District	0.000523	\$44,570	\$34,432
County Library	0.000234	\$19,941	\$15,406
Total	0.009911	\$957,957	\$740,067

*NPV = net present value discounted at 5 percent.

1(c). Project Area Funds Collection Period [17C-5-303(1)(c)]

The anticipated collection period is 10 years.

1(d). Projected Amount of Tax Increment to be Paid to Other Taxing Entities [17C-5-303(1)(d)]

The Agency is requesting 100 percent of the incremental tax revenue from South Weber City, and 50 percent of the incremental tax revenue from the remaining entities. Therefore, there is a projected amount of incremental tax revenue to be paid to the taxing entities over 10 years. The taxing entities will continue to receive the full amount of property tax revenues generated by the current base taxable value.

TABLE 2: INCREMENTAL PROPERTY TAX REVENUES PAID TO TAXING ENTITIES FOR 10 YEARS

Taxing Entity	2023 Tax Rates	Total	NPV*
Davis County	0.001152	\$98,173	\$75,844
Multicounty Assessing & Collecting Levy	0.000015	\$1,278	\$988
County Assessing & Collecting Levy	0.000131	\$11,164	\$8,625
Davis County School District	0.006228	\$530,750	\$410,029
South Weber City	0.001330	\$0	\$0
Weber Basin Water Conservancy District	0.000200	\$17,044	\$13,167
Davis County Mosquito Abatement District	0.000098	\$8,352	\$6,452
Central Weber Sewer Improvement District	0.000523	\$44,570	\$34,432
County Library	0.000234	\$19,941	\$15,406
Total	0.009911	\$731,272	\$564,942

*NPV = net present value discounted at 5 percent.

1(e). If the Area From Which Tax Increment is Collected is Less Than the Entire Project Area [17C-5-303(1)(e)]

Not applicable.

1(f). The Percentage of Tax Increment the Agency is Authorized to Receive [17C-5-303(1)(f)]

The percentage of tax increment that the Agency is authorized to receive will be established by the interlocal agreements between the Agency and the various taxing entities. The Agency anticipates requesting 100 percent participation from South Weber City and 50 percent participation from the remaining taxing entities for a period of up to 10 years.

1(g). The Maximum Cumulative Dollar Amount of Tax Increment the Agency is Authorized to Receive from the Project Area [17C-5-303(1)(g)]

The maximum amount of tax increment the Agency is authorized to receive will be dictated by the interlocal agreements between the Agency and the various taxing entities. The Agency anticipates requesting a maximum amount of approximately \$957,957. The Agency intends to place limits on the total tax increment that flows to the agency within the interlocal agreements with individual taxing entities. Those limits are listed in the following table.

TABLE 3: CAP ON TAX INCREMENT TO AGENCY

Taxing Entity	Total Tax Increment Allowable
Davis County	\$98,173
Multicounty Assessing & Collecting Levy	\$1,278
County Assessing & Collecting Levy	\$11,164
Davis County School District	\$530,750
South Weber City	\$226,685
Weber Basin Water Conservancy District	\$17,044
Davis County Mosquito Abatement District	\$8,352
Central Weber Sewer Improvement District	\$44,570
County Library	\$19,941
Total	\$957,957

2. If the Agency Receives Sales and Use Tax Revenue [17C-5-303(2)(a) and (b)]

Not applicable.

3. Amount of Project Area Funds the Agency Will Use to Implement the Project Area [17C-5-303(3)]

The Agency estimates that its funds will be used as follows but reserves the right to maintain flexibility with the funds and not to adhere strictly to the items listed below. All Agency funds will be used for infrastructure, administrative or economic development purposes within the Project Area. Administrative funds have been calculated based on 2 percent of Agency tax increment receipts annually. In addition, ten percent of Agency receipts, in years where total increment exceeds \$100,000, have been set aside for housing projects. Housing funds do not need to be spent within the Project Area. The remaining funds are allocated primarily for possible improvements as follows:

- Roadway and utility infrastructure
- Incentives for business location or relocation

4. The Agency's Combined Incremental Value [17C-5-303(4)]

The total incremental value of the Agency is currently \$0.

5. The Amount of Project Area Funds That Will Be Used to Cover the Cost of Administering the Project Area [17C-5-303(5)]

The Agency is requesting that 2.5 percent of revenues received be set aside for administrative purposes. The projected total amount of administrative costs over the 10-year timeframe is \$23,949. In addition, Davis County is requesting to receive back 2.5 percent of their contributed revenues for their administrative costs. This will include incremental revenue from Davis County and the Davis County Library. The projected total amount of these administrative costs over the 10-year timeframe is \$2,655.

6. For Property That the Agency Owns and Expects to Sell, the Expected Total Cost of the Property to the Agency and the Expected Sale Price [17C-5-303(6)]

The Agency does not currently own any property in the project area.

RDA RES 25-02 EXHIBIT 2Legal Description of Project**Legal Description:**

A PART OF THE NW 1/4 OF SEC 28, THE NE 1/4 OF SEC 29, THE SE 1/4 OF SEC 20 & THE SW 1/4 OF SEC 21-T5N-R1W, SLB&M, MORE PART'LY DESC AS FOLLOWS: BEG AT A PT ON THE N LINE OF THE NE 1/4 OF SD SEC 29, BEING LOC N 89°07'40" W 108.08 FT (BASIS OF BEARING BEING THE N LINE OF THE NE 1/4 OF SD SEC 29 WH BEARS N 89°07'40" W NAD 83 STATE PLANE GRID BEARING) FR THE NE 1/4 OF SD SEC, SD PT BEING ON THE E R/W LINE OF 475 EAST; RUN TH ALG SD R/W LINE N 0°29'39" E 31.52 FT; TH CONTINUING ALG SD R/W LINE N 10°30'37" E 550.17 FT TO THE S'LY R/W LINE OF INTERSTATE 84; TH ALG SD R/W LINE THE FOLLOWING FOUR (4) COURSES: (1) S 69°00'40" E 764.48 FT; (2) S 54°14'40" E 249.65 FT; (3) S 61°40'56" E 199.87 FT; (4) S 52°09'21" E 151.07 FT; TH S 82°57'31" W 196.36 FT; TH S 7°07'49" E 198.86 FT; TH S 50°41'10" E 22.70 FT; TH S 7°02'29" E 114.17 FT TO THE R/W LINE OF OLD FORT ROAD; TH ALG SD R/W THE FOLLOWING THREE (3) COURSES: (1) N 85°35'49" W 889.13 FT; (2) ALG THE ARC OF A CURVE TO THE RIGHT 466.96 FT, HAVING A RADIUS OF 311.00 FT, A CENTRAL ANGLE OF 86°01'41", & WH CHORD BEARS N 42°34'59" W 424.31 FT; (3) N 02°29'39" E 3.15 FT TO THE POB. CONT. 17.911 ACRES

AND, ALL OF LOT 3, PUBLIC WORKS SUBDIVISION 1ST AMENDMENT, CONTAINING 5.31 ACRES

Contains the following parcels: 133780001, 130070033, 133790003

RDA RESOLUTION 25-03

**A RESOLUTION OF THE SOUTH WEBER CITY COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY (RDA)
ADOPTING THE MULTI-YEAR BUDGET**

WHEREAS, South Weber City Community Development and Renewal Agency (RDA) Board approved the Old Fort Community Reinvestment Area Plan and submitted to the South Weber City Council for adoption; and

WHEREAS, RDA staff drafted a multi-year budget based on the interlocal cooperation agreements with the applicable taxing entities; and

WHEREAS, public notice was published for the hearing held previous to this item requesting public input; and

WHEREAS, the RDA Board has reviewed the budget and comments;

NOW THEREFORE BE IT RESOLVED by the Governing Board of the South Weber City Community Development and Renewal Agency as follows:

Section 1. Adoption: The Multi-year Budget attached hereto as **Exhibit 1** is hereby adopted.

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the RDA Board of South Weber, Davis County, on the 13th day of May 2025.

Roll call vote is as follows:

Board Member Halverson	FOR	AGAINST
Board Member Petty	FOR	AGAINST
Chair Westbrook	FOR	AGAINST
Board Member Dills	FOR	AGAINST
Board Member Davis	FOR	AGAINST
Board Member Winsor	FOR	AGAINST

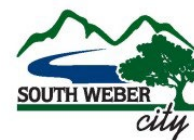
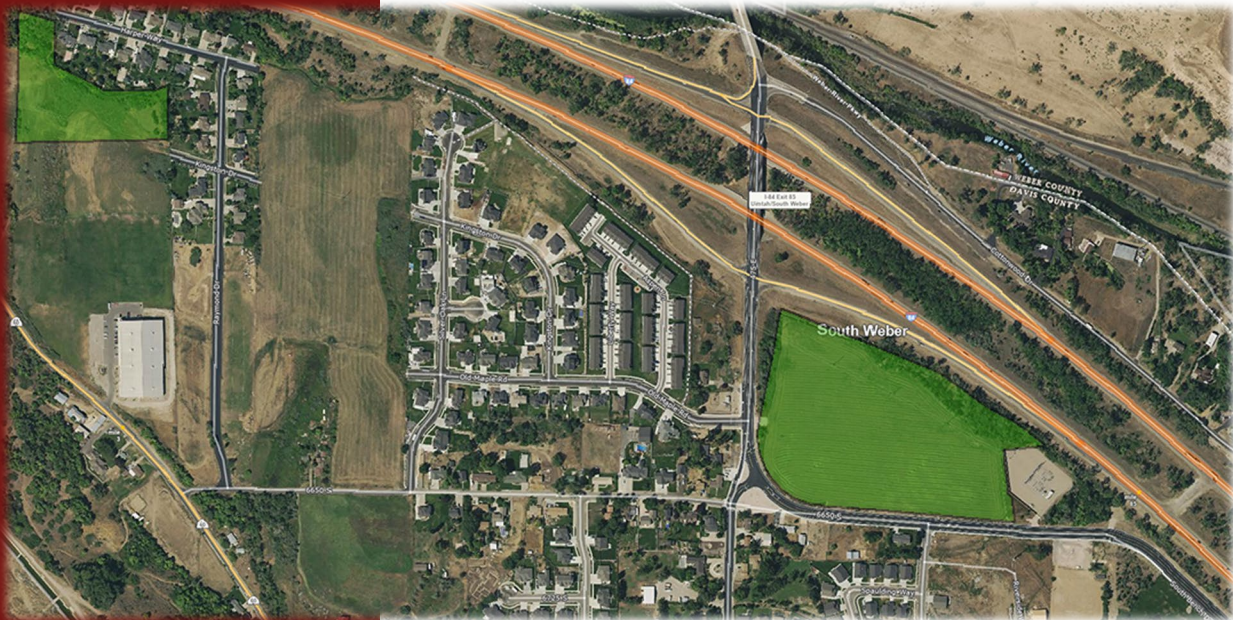
Rod Westbrook, Chair

Attest: Lisa Smith, Secretary

RDA RES 25-03 EXHIBIT 1

Old Fort Community Reinvestment Area

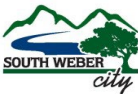
Project Area Budget



ZIONS PUBLIC FINANCE, INC.

November 2024

South Weber Community Development and Renewal Agency
Old Fort Community Reinvestment Area
Projected Multi-Year Budget



Valuation Analysis & Base Year Tax Revenue												
	Project Years	10	1	2	3	4	5	6	7	8	9	10
RDA Fiscal Year			2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Tax Increment Year			2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Total Base Year Value			\$1,677,304	\$1,677,304	\$1,677,304	\$1,677,304	\$1,677,304	\$1,677,304	\$1,677,304	\$1,677,304	\$1,677,304	\$1,677,304
Total Assessed Value			\$18,890,405	\$18,812,823	\$18,740,470	\$18,700,455	\$18,682,259	\$18,677,304	\$18,677,304	\$18,677,304	\$18,677,304	\$18,677,304
Total Incremental Value			\$17,213,101	\$17,135,519	\$17,063,166	\$17,023,151	\$17,004,955	\$17,000,000	\$17,000,000	\$17,000,000	\$17,000,000	\$17,000,000

Base Year Tax Revenues to Taxing Entities	2023 Tax Rate	Total	NPV										
Davis County	0.001152	\$19,323	\$14,920	\$1,932	\$1,932	\$1,932	\$1,932	\$1,932	\$1,932	\$1,932	\$1,932	\$1,932	\$1,932
Multicounty Assessing & Collecting Levy	0.000015	\$252	\$194	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
County Assessing & Collecting Levy	0.000131	\$2,197	\$1,697	\$220	\$220	\$220	\$220	\$220	\$220	\$220	\$220	\$220	\$220
Davis County School District	0.006228	\$104,462	\$80,663	\$10,446	\$10,446	\$10,446	\$10,446	\$10,446	\$10,446	\$10,446	\$10,446	\$10,446	\$10,446
South Weber City	0.001330	\$22,308	\$17,226	\$2,231	\$2,231	\$2,231	\$2,231	\$2,231	\$2,231	\$2,231	\$2,231	\$2,231	\$2,231
Weber Basin Water Conservancy District	0.000200	\$3,355	\$2,590	\$335	\$335	\$335	\$335	\$335	\$335	\$335	\$335	\$335	\$335
Davis County Mosquito Abatement District	0.000098	\$1,644	\$1,269	\$164	\$164	\$164	\$164	\$164	\$164	\$164	\$164	\$164	\$164
Central Weber Sewer Improvement District	0.000523	\$8,772	\$6,774	\$877	\$877	\$877	\$877	\$877	\$877	\$877	\$877	\$877	\$877
County Library	0.000234	\$3,925	\$3,031	\$392	\$392	\$392	\$392	\$392	\$392	\$392	\$392	\$392	\$392
Total	0.009911	\$166,238	\$128,364	\$16,624	\$16,624	\$16,624	\$16,624	\$16,624	\$16,624	\$16,624	\$16,624	\$16,624	\$16,624

Participation Rates													
Davis County				50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Multicounty Assessing & Collecting Levy				50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
County Assessing & Collecting Levy				50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Davis County School District				50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
South Weber City				100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Weber Basin Water Conservancy District				50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Davis County Mosquito Abatement District				50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Central Weber Sewer Improvement District				50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
County Library				50%	50%	50%	50%	50%	50%	50%	50%	50%	50%

Tax Increment Calculations													
RDA Fiscal Year				2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Tax Increment Year				2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Total Incremental Revenues	2023 Tax Rate	Total	NPV										
Davis County	0.001152	\$196,347	\$151,687	\$19,829	\$19,740	\$19,657	\$19,611	\$19,590	\$19,584	\$19,584	\$19,584	\$19,584	\$19,584
Multicounty Assessing & Collecting Levy	0.000015	\$2,557	\$1,975	\$258	\$257	\$256	\$255	\$255	\$255	\$255	\$255	\$255	\$255
County Assessing & Collecting Levy	0.000131	\$22,328	\$17,249	\$2,255	\$2,245	\$2,235	\$2,230	\$2,228	\$2,227	\$2,227	\$2,227	\$2,227	\$2,227
Davis County School District	0.006228	\$1,061,500	\$820,059	\$107,203	\$106,720	\$106,269	\$106,020	\$105,907	\$105,876	\$105,876	\$105,876	\$105,876	\$105,876
South Weber City	0.001330	\$226,685	\$175,125	\$22,893	\$22,790	\$22,694	\$22,641	\$22,617	\$22,610	\$22,610	\$22,610	\$22,610	\$22,610
Weber Basin Water Conservancy District	0.000200	\$34,088	\$26,335	\$3,443	\$3,427	\$3,413	\$3,405	\$3,401	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400
Davis County Mosquito Abatement District	0.000098	\$16,703	\$12,904	\$1,687	\$1,679	\$1,672	\$1,668	\$1,666	\$1,666	\$1,666	\$1,666	\$1,666	\$1,666
Central Weber Sewer Improvement District	0.000523	\$89,140	\$68,865	\$9,002	\$8,962	\$8,924	\$8,903	\$8,894	\$8,891	\$8,891	\$8,891	\$8,891	\$8,891
County Library	0.000234	\$39,883	\$30,811	\$4,028	\$4,010	\$3,993	\$3,983	\$3,979	\$3,978	\$3,978	\$3,978	\$3,978	\$3,978
Total	0.009911	\$1,689,230	\$1,305,010	\$170,599	\$169,830	\$169,113	\$168,716	\$168,536	\$168,487	\$168,487	\$168,487	\$168,487	\$168,487

Tax Increment Calculations													
RDA Fiscal Year				2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Tax Increment Year				2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Incremental Tax Revenues to Taxing Entities		2023 Tax Rate	Total	NPV									
Davis County		0.001152	\$98,173	\$75,844	\$9,915	\$9,870	\$9,828	\$9,805	\$9,795	\$9,792	\$9,792	\$9,792	\$9,792
Multicounty Assessing & Collecting Levy		0.000015	\$1,278	\$988	\$129	\$129	\$128	\$128	\$128	\$128	\$128	\$128	\$128
County Assessing & Collecting Levy		0.000131	\$11,164	\$8,625	\$1,127	\$1,122	\$1,118	\$1,115	\$1,114	\$1,114	\$1,114	\$1,114	\$1,114
Davis County School District		0.006228	\$530,750	\$410,029	\$53,602	\$53,360	\$53,135	\$53,010	\$52,953	\$52,938	\$52,938	\$52,938	\$52,938
South Weber City		0.001330	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Weber Basin Water Conservancy District		0.000200	\$17,044	\$13,167	\$1,721	\$1,714	\$1,706	\$1,702	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700
Davis County Mosquito Abatement District		0.000098	\$8,352	\$6,452	\$843	\$840	\$836	\$834	\$833	\$833	\$833	\$833	\$833
Central Weber Sewer Improvement District		0.000523	\$44,570	\$34,432	\$4,501	\$4,481	\$4,462	\$4,452	\$4,447	\$4,446	\$4,446	\$4,446	\$4,446
County Library		0.000234	\$19,941	\$15,406	\$2,014	\$2,005	\$1,996	\$1,992	\$1,990	\$1,989	\$1,989	\$1,989	\$1,989
Total		0.009911	\$731,272	\$564,942	\$73,853	\$73,520	\$73,210	\$73,038	\$72,960	\$72,939	\$72,939	\$72,939	\$72,939
Incremental Tax Revenues to Agency		2023 Tax Rate	Total	NPV									
Davis County		0.001152	\$98,173	\$75,844	\$9,915	\$9,870	\$9,828	\$9,805	\$9,795	\$9,792	\$9,792	\$9,792	\$9,792
Multicounty Assessing & Collecting Levy		0.000015	\$1,278	\$988	\$129	\$129	\$128	\$128	\$128	\$128	\$128	\$128	\$128
County Assessing & Collecting Levy		0.000131	\$11,164	\$8,625	\$1,127	\$1,122	\$1,118	\$1,115	\$1,114	\$1,114	\$1,114	\$1,114	\$1,114
Davis County School District		0.006228	\$530,750	\$410,029	\$53,602	\$53,360	\$53,135	\$53,010	\$52,953	\$52,938	\$52,938	\$52,938	\$52,938
South Weber City		0.001330	\$226,685	\$175,125	\$22,893	\$22,790	\$22,694	\$22,641	\$22,617	\$22,610	\$22,610	\$22,610	\$22,610
Weber Basin Water Conservancy District		0.000200	\$17,044	\$13,167	\$1,721	\$1,714	\$1,706	\$1,702	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700
Davis County Mosquito Abatement District		0.000098	\$8,352	\$6,452	\$843	\$840	\$836	\$834	\$833	\$833	\$833	\$833	\$833
Central Weber Sewer Improvement District		0.000523	\$44,570	\$34,432	\$4,501	\$4,481	\$4,462	\$4,452	\$4,447	\$4,446	\$4,446	\$4,446	\$4,446
County Library		0.000234	\$19,941	\$15,406	\$2,014	\$2,005	\$1,996	\$1,992	\$1,990	\$1,989	\$1,989	\$1,989	\$1,989
Total		0.009911	\$957,957	\$740,067	\$96,746	\$96,310	\$95,904	\$95,679	\$95,576	\$95,549	\$95,549	\$95,549	\$95,549

Agency Budget												
RDA Fiscal Year			2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Tax Increment Year			2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Revenues												
Incremental Tax Revenues to Agency		Total	NPV									
Davis County		\$98,173	\$75,844	\$9,915	\$9,870	\$9,828	\$9,805	\$9,795	\$9,792	\$9,792	\$9,792	\$9,792
Multicounty Assessing & Collecting Levy		\$1,278	\$988	\$129	\$129	\$128	\$128	\$128	\$128	\$128	\$128	\$128
County Assessing & Collecting Levy		\$11,164	\$8,625	\$1,127	\$1,122	\$1,118	\$1,115	\$1,114	\$1,114	\$1,114	\$1,114	\$1,114
Davis County School District		\$530,750	\$410,029	\$53,602	\$53,360	\$53,135	\$53,010	\$52,953	\$52,938	\$52,938	\$52,938	\$52,938
South Weber City		\$226,685	\$175,125	\$22,893	\$22,790	\$22,694	\$22,641	\$22,617	\$22,610	\$22,610	\$22,610	\$22,610
Weber Basin Water Conservancy District		\$17,044	\$13,167	\$1,721	\$1,714	\$1,706	\$1,702	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700
Davis County Mosquito Abatement District		\$8,352	\$6,452	\$843	\$840	\$836	\$834	\$833	\$833	\$833	\$833	\$833
Central Weber Sewer Improvement District		\$44,570	\$34,432	\$4,501	\$4,481	\$4,462	\$4,452	\$4,447	\$4,446	\$4,446	\$4,446	\$4,446
County Library		\$19,941	\$15,406	\$2,014	\$2,005	\$1,996	\$1,992	\$1,990	\$1,989	\$1,989	\$1,989	\$1,989
Total		\$957,957	\$740,067	\$96,746	\$96,310	\$95,904	\$95,679	\$95,576	\$95,549	\$95,549	\$95,549	\$95,549
Expenditures		Total	NPV									
Redevelopment Agency Administrative Percent				2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Administrative Costs		(\$23,949)	(\$18,502)	(\$2,419)	(\$2,408)	(\$2,398)	(\$2,392)	(\$2,389)	(\$2,389)	(\$2,389)	(\$2,389)	(\$2,389)
Davis County Administrative Percent (Library & County)				2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Administrative Costs		(\$2,655)	(\$2,281)	(\$298)	(\$297)	(\$296)	(\$295)	(\$295)	(\$295)	(\$295)	(\$295)	(\$295)
Housing Percent				10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%
Housing Costs		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Infrastructure Costs												
Canal Reroute and Piping Main Site		(\$546,920)	(\$464,101)	(\$94,029)	(\$93,606)	(\$93,210)	(\$92,992)	(\$92,892)	(\$80,191)			
Inventory Lot Public Improvements		(\$225,647)	(\$155,871)	\$0	\$0	\$0	\$0	\$0	(\$12,674)	(\$92,865)	(\$92,865)	(\$27,243)
Remaining Increment for Project Area Development		\$158,487	\$99,312	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$92,865

Cap on Tax Increment to Agency	
Davis County	\$98,173
Multicounty Assessing & Collecting Levy	\$1,278
County Assessing & Collecting Levy	\$11,164
Davis County School District	\$530,750
South Weber City	\$226,685
Weber Basin Water Conservancy District	\$17,044
Davis County Mosquito Abatement District	\$8,352
Central Weber Sewer Improvement District	\$44,570
County Library	\$19,941
Total	\$957,957