

RESOLUTION 23-11

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING A REIMBURSEMENT AGREEMENT WITH THE SOUTH WEBER REDEVELOPMENT AGENCY FOR COSTS NECESSARY TO CREATE A COMMUNITY REINVESTMENT AREA FOR THE COMMERCIAL DEVELOPMENT KNOWN AS GENERAL RV CENTER

WHEREAS, on February 28, 2023, South Weber City entered into a Development Agreement (“DA”) with South Weber, LLC (“Developer”) to pursue a commercial development known as the General RV Center (“Project”) at approximately 475 East 6650 South in South Weber City.

WHEREAS, development of the Project will result in significant planning and economic benefits to the City and its residents by, among other things, requiring orderly development of the Site, creating automotive and pedestrian connectivity, expanding economic development within the City, creating job growth and vocational training opportunities within the City, and increasing property tax, sales tax, and other revenues to the City.

WHEREAS, except for the availability of certain incentives from the Agency, the Project would not be feasible, and Developer would not be willing to proceed with development of the Project.

WHEREAS, the DA sets forth the commitments of the City and Developer for developing the Site, which commitments include creation of a Community Reinvestment Area (“CRA”), construction and reimbursement for all costs associated with the design, construction, and installation of public improvements on the Site, deferral and eventual waiver of impact fees, generation of sale tax revenue, and exemption from future real estate taxes.

WHEREAS, Utah Code Ann. § 17-C-5-101 et seq. requires the adoption of a survey area resolution and a Community Reinvestment Project Area Plan (“Plan”) before the City, through the Agency, may consider certain tax exemptions for the Project.

WHEREAS, by RDA Resolution 23-01 dated February 28, 2023, the Agency Board authorized the City Manager to solicit services to advise and assist the City in creating a Plan, and related services that may be necessary to prepare and execute such Plan.

WHEREAS, the City desires to assist the Agency in the redevelopment of the Project by reimbursing the Agency for certain costs associated with the Project.

NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:

Section 1. Approval: The Reimbursement Agreement is hereby approved as included in Exhibit 1.

Section 3. Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 11th day of April, 2023.

Roll call vote is as follows:		
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Dills	FOR	AGAINST


Rod Westbroek, Mayor


Attest: Lisa Smith, Recorder



EXHIBIT 1
REIMBURSEMENT AGREEMENT

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered as of the 11th day of April, 2023 (the "Effective Date"), by and between SOUTH WEBER CITY, a Utah municipal corporation, hereinafter referred to as "City", and the South Weber Redevelopment Agency, hereinafter referred to as the "Agency." City and Agency are hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. On February 28, 2023, the City entered into a Development Agreement ("DA") with South Weber, LLC ("Developer") to pursue a commercial development known as the General RV Center ("Project") at approximately 475 East 6650 South in South Weber City.
- B. Development of the Project will result in significant planning and economic benefits to the City and its residents by, among other things, requiring orderly development of the Site, creating automotive and pedestrian connectivity, expanding economic development within the City, creating job growth and vocational training opportunities within the City, and increasing property tax, sales tax, and other revenues to the City.
- C. Except for the availability of certain incentives from the Agency, the Project would not be feasible, and Developer would not be willing to proceed with development of the Project.
- D. The DA sets forth the commitments of the City and Developer for developing the Site, which commitments include creation of a Community Reinvestment Area ("CRA"), construction and reimbursement for all costs associated with the design, construction, and installation of public improvements on the Site, deferral and eventual waiver of impact fees, generation of sale tax revenue, and exemption from future real estate taxes.
- E. Utah Code Ann. § 17-C-5-101 et seq. requires the adoption of a survey area resolution and a Community Reinvestment Project Area Plan ("Plan") before the City, through the Agency, may consider certain tax exemptions for the Project.
- F. By RDA Resolution 2023-01 dated February 28, 2023, the Agency Board authorized the City Manager to solicit services to advise and assist the City in creating a Plan, and related services that may be necessary to prepare and execute such Plan.
- G. The City desires to assist the Agency in the redevelopment of the Project by paying certain costs associated with the Plan creation then receiving reimbursement by the Agency for those costs.
- H. The parties wish to memorialize their agreement with respect to such reimbursement in this Agreement.

AGREEMENT

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

1. Incorporation of Recitals. The foregoing Recitals and Exhibits attached hereto are hereby incorporated into this Agreement, as a substantive part hereof.
2. Definitions. The following definitions shall apply to this Agreement:
 - a. “Costs” means all costs and expenses incurred by the Agency in connection with the Project, including but not limited to acquisition costs, design and engineering fees, construction costs, and other project-related expenses.
 - b. “Maximum Reimbursement Amount” means the maximum amount that the City will reimburse the Agency for Costs incurred in connection with the Project, which is fifteen thousand dollars (\$15,000).
3. Reimbursable Costs. The Agency agrees to reimburse the City for the following Costs incurred in connection with the Project, subject to the Maximum Reimbursement Amount:
 - a. Acquisition Costs: The Agency will reimburse the City for all costs associated with the purchase or sale of property for the Project, including but not limited to legal, surveying, appraisal, or title services.
 - b. Design and Engineering Fees: The Agency will reimburse the City for all costs associated with the creation of the Plan, including but not limited to fees for financial, legal, planning, and engineering services.
 - c. Other Project-Related Expenses: The Agency will reimburse the City for any other expenses incurred in connection with the Project that are reasonable and necessary.
4. Maximum Reimbursement Amount. The Agency’s obligation to reimburse the City for Costs incurred in connection with the Project shall not exceed the Maximum Reimbursement Amount.
5. Reimbursement Procedures. Once the CRA is established and the Project is completed, the Agency shall reimburse the City using tax revenues generated by the Project for the Costs incurred in connection with the Project. To receive reimbursement from the Agency for Costs incurred in connection with the Project, the City shall submit to the Agency invoices and supporting documentation that detail the Costs incurred by the City.

6. Termination. This Agreement may be terminated by either party upon seven (7) days' written notice to the other party. In addition, this Agreement shall automatically terminate upon completion of the Project or upon exhaustion of the Maximum Reimbursement Amount.

7. Representations and Warranties. (a) The City represents and warrants that it has the legal authority to enter into this Agreement. (b) The Agency represents and warrants that it has the legal authority to enter into this Agreement and that it will comply with all applicable laws and regulations in connection with the Project.

8. Integration. This Agreement, together with the Exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements or previous agreements between the parties, whether oral or written with respect to the subject matter hereof.

9. Amendments. Any amendments hereto must be in writing and signed by the respective parties hereto.

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

11. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (if any assignments are allowed as provided herein).

12. Further Documentation. This Agreement is entered into by the parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this Agreement may be necessary.

13. Applicable Law. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the laws of the State of Utah.


14. Approval and Authority to Execute. Each of the parties represents and warrants as of the date this Agreement is executed that it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

15. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

16. Amendment. This Agreement may be amended only in writing duly approved and signed by the parties hereto.

IN WITNESS WHEREOF, the City and the Agency have caused this Agreement to be duly executed on their behalf on or as of the day and year first above written.

CITY

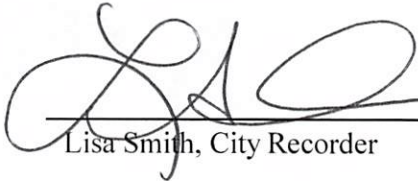


David Larson, City Manager

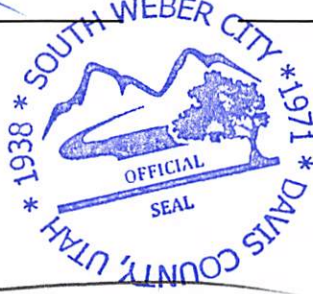
4-11-2023

Date

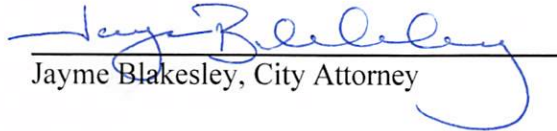
Attest:



Lisa Smith, City Recorder




Approved as to form:



Jayme Blakesley, City Attorney

AGENCY



Rod Westbroek
Agency Chair

4-11-2023

Date