

MEMORANDUM OF UNDERSTANDING
between
REDEVELOPMENT AGENCY OF WEBER COUNTY
and
WEBER SCHOOL DISTRICT

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this ____ day of _____, 2021, by and between the REDEVELOPMENT AGENCY OF WEBER COUNTY, a community reinvestment agency and political subdivision of the State of Utah (the “Agency”) and WEBER SCHOOL DISTRICT, a political subdivision of the State of Utah (the “School District”). The Agency and the School District are sometimes referred to as the “Parties.”

W I T N E S S E T H:

WHEREAS, the Weber County Community Reinvestment Agency (“Agency”) operates under the provisions of the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the “Act”), and is authorized and empowered under the Act to undertake, among other things, various community reinvestment activities pursuant to the Act, including, among other things, assisting Weber County (the “County”) in development activities that are likely to advance the policies, goals and objectives of the County’s general plan, contributing to capital improvements which substantially benefit the County, creating economic benefits to the County, and improving the public health, safety and welfare of its citizens; and

WHEREAS, the Agency intends to create the West Side Industrial Community Reinvestment Project Area #1 (the “Project Area”), through the adoption of the West Side Industrial Community Reinvestment Project Area #1 Plan (the “Project Area Plan”), located within the County; and

WHEREAS, the Project Area contains vacant and underutilized land, which is anticipated to be developed, with encouragement and planning by the Agency, into a commercial facility. The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the County 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

WHEREAS, the Agency has requested the School District participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period specified portions of the increased property tax which will be generated by the Project Area; and

WHEREAS, the School District agrees that utilizing Tax Increment dollars to create high paying jobs and improve the West Side Industrial Park corridor for future economic development is of great value to the citizens of the School District and believes that economic

development is beneficial to the community and desires to support high quality economic development that creates a mutual benefit to both parties; and

WHEREAS, the School District intends to negotiate and enter into an interlocal agreement with the Agency, as provided in Utah Code Ann. § 17C-5-204, for the purpose of sharing the School District's project area funds if:

1. The Agency drafts and shares with the School District a preliminary Project Area Plan, and a preliminary Project Area Budget for the Project Area; and
2. Project Imagine selects what has been deemed the "West Side Industrial Site" as the site for their relocation.

THEREFORE, BE IT RESOLVED that, if the conditions stated above are met, the School District intends to enter into an interlocal agreement with the Agency for the purpose of sharing the School District's annual Tax Increment generated from the Project Area, with the following terms:

1. The interlocal agreement will authorize and instruct the County to remit to the Agency, beginning with property tax receipts in Year One, and continuing through Year Twenty, 70% of the School District's annual Tax Increment generated from the Project Area. The County will pay the remaining 30% portion of the Tax Increment directly to the School District annually;
2. The interlocal will include a funding cap in the total amount of Tax Increment received in the proposed Project Area, currently estimated to be approximately \$33,000.000.

As this is a declaration of intention only, the School District reserves the right to accept, adjust, or decline the terms of the interlocal agreement, as stated herein, until the interlocal agreement is executed in accordance with Utah Code Ann. § 17C-5-204.

IN WITNESS WHEREOF, the Parties have subscribed their names as of the day and year first above written.

REDEVELOPMENT AGENCY OF WEBER
COUNTY

By: _____
Name:
Title:

WEBER SCHOOL DISTRICT

By: _____
Name:
Title: