

**AMENDED NOTICE OF WORK MEETING OF THE  
CITY COUNCIL OF THE CITY OF ST. GEORGE,  
WASHINGTON COUNTY, UTAH**

**Public Notice**

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a work meeting in the City Council Chambers at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, December 14, 2023, commencing at 4:00 p.m.

The amended agenda for the meeting is as follows:

Call to Order  
Invocation  
Flag Salute

1. **Update from Alissa Urzi with Victim Services.**
2. **Update from Carol Hollowell with Switchpoint Resource Center regarding their loan/tax credit project.**
3. **Discussion regarding the 2024 Budget Goals Retreat.**
4. **Reports and updates from Mayor, Councilmembers, and City Manager.**
5. **Request a closed session to discuss litigation, security, property acquisition or sale or the character and professional competence or physical or mental health of an individual.**
6. **Adjourn and reconvene in a Regular Meeting of the City Council.**

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**\*\* THE COUNCIL WILL REMAIN IN THE  
ADMINISTRATIVE CONFERENCE ROOM FOR  
THE CITY COUNCIL REGULAR MEETING\*\***

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**AMENDED NOTICE OF REGULAR MEETING OF THE CITY COUNCIL  
OF THE CITY OF ST. GEORGE,  
WASHINGTON COUNTY, UTAH**

**Public Notice**

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting in the Administrative Conference Room at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, December 14, 2023 commencing at approximately 4:00 p.m.

The amended agenda for the meeting is as follows:

**1. Consent Calendar.**

**a. Consider approval of an amendment to the Construction Management/General Contractor (CMGC) contract with Big-D Construction for City Hall Structural Steel Package.**

BACKGROUND and RECOMMENDATION: On November 2, 2023 the City Council approved all concrete packages for City Hall and the parking garage. This amendment to the CMGC Agreement with Big-D Construction includes all structural steel for City Hall. Staff recommends approval.

**b. Consider approval of purchasing playground equipment via a state contract with Great Western Recreation for Royal Oaks Park.**

BACKGROUND and RECOMMENDATION: This purchase is to replace the existing playground at Royal Oaks Park. The existing playground was installed in 1999, which was almost 25 years ago. The typical lifespan of a playground is 10 years, but with proper maintenance can last 15-20 years. Because the playground is older, it is difficult to find replacement parts as the playground manufacturer has stopped making many of the replacement parts. Without being able to make the proper repairs the playground is becoming a safety hazard. The replacement playground will utilize the same footprint as the existing playground. The surfacing will be changed to artificial turf which will make the playground more ADA accessible. The agenda packet includes images of the proposed replacement playground. The images show rubber tiles as Great Western was not able to send us a modified image showing the turf option. Staff recommends approval to purchase the playground equipment from Great Western Recreation in the amount of \$311,741.73.

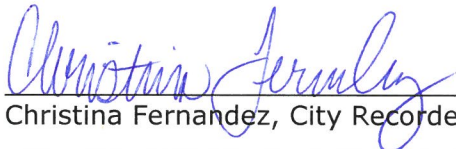
**2. Consider approval of Resolution No. 2023-015R approving Amendment Number One to the Interlocal Cooperative Agreement between Washington County and the City of St. George creating the Washington County Interlocal Agreement (WCIA) for purposes of dissolving the WCIA and distributing the assets among the parties under a separate agreement.**


BACKGROUND and RECOMMENDATION: On January 6, 1999, Washington County (the "County") a political subdivision of the State of Utah and the City of St. George (the City) a municipal corporation (collectively the "Parties") entered into an Interlocal Cooperative Agreement (the "Original Agreement") for the purpose of forming a separate legal entity to more efficiently provide governmental facilities, services, and improvements for their citizens known as the Washington County Interlocal Agency (the "WCIA"). The Parties desire to amend the Interlocal Cooperative Agreement in order to dissolve the WCIA and distribute the assets among the parties.

**3. Consider approval of an agreement between Washington County, St. George City, and the Washington County/St. George Interlocal Agency to wind up the Washington County/St. George Interlocal Agency, along with the associated Memorandum of Agreement and Notice of Contractual Lien to be**

**recorded on the Dixie Center property securing the City's 38% interest and the Cross Access and Parking Easement.**

**BACKGROUND and RECOMMENDATION:** The 1992 Washington County Interlocal Agreement (WCIA) between the County and the City created the Dixie Center and was to continue in force until the bonds were paid off or January 2027, but in no case longer than 50 years. The bonds were paid off December 2022. The parties agreed to amend the Interlocal Agreement to terminate it December 31, 2023 in order to form a new agreement regarding the ongoing use, management, maintenance, use and operations of the Dixie Center. The agreement generally provides for the following. Property owned by the WCIA will be conveyed as follows: (1) Parcels on which Dixie Center sits to the County with a contract lien to be recorded on the Dixie Center property indicating the City's 38% interest in the property in the event of disposition (change of use, sell, convey or otherwise disposed of); (2) Restaurant pads located west of Hilton Garden Inn jointly owned by County and City 50%/50%; (3) Legacy Park property at Washington County Fairgrounds to County; (4) Two vacant parcels in Kane County and Washington County to County 62%/City 38% interest. A commercial appraisal will be done on the Dixie Center property to determine current value and City's 38% and at the time of disposition another appraisal will be done to determine any increase to the City's value in the Dixie Center property. A cross easement will be recorded on both the Dixie Center parking lot North East of the Dixie Center and the City's property to the East of that parking lot if the County approves of the City's use of the City's property. This cross easement will allow patrons of both the Dixie Center and the City's property to park on either parking lot. Under the agreement, City employees at the Dixie Center will transfer to the County on 1/1/24, with the City paying out PTO and a portion of the sick leave to transferring employees on 12/31/23. The City will be permitted to use the Dixie Center for Municipal Use or Hosted Use without charge (except for costs for outside contract vendors).

  
Christina Fernandez, City Recorder

  
Date

**REASONABLE ACCOMMODATION:** The City of St. George will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs. Please contact the City Human Resources Office, 627-4674, at least 24 hours in advance if you have special needs.



**Agenda Date:** 12/14/2023

**Agenda Item Number:** 1a

**Subject:**

Consider approval of an amendment to the Construction Management/General Contractor (CMGC) contract with Big-D Construction for City Hall Structural Steel Package.

**Item at-a-glance:**

Staff Contact: Marc Mortensen  
Applicant Name: City of St. George  
Reference Number: N/A  
Address/Location:  
175 East 200 North

**Item History (background/project status/public process):**

On November 2, 2023 the City Council approved all concrete packages for City Hall and the parking garage. This amendment to the CMGC Agreement with Big-D Construction includes all structural steel for City Hall.

**Staff Narrative (need/purpose):**

12 steel contractors were sent an RFP on the City Hall structural steel package. Three (Lundahl Steel, Sanpete Steel and Rightway Steel) responded and after a thorough review of all proposals, Lundahl Steel was the lowest bid at \$5,122,945. This amount is \$627,308 below the original estimate from June 2023.

**Name of Legal Dept approver:** Ryan Dooley

**Budget Impact:**

Cost for the agenda item: 5,122,945  
Amount approved in current FY budget for item: 5,750,000  
If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:  
N/A  
Description of funding source:  
Capital Project Fund, Sales Tax Bond Issuance for City Hall

**Recommendation (Include any conditions):**

Staff Recommends Approval



St. George Ctiy Hall - Bid Pkg. #3a - Steel



CODE	DESCRIPTION	Bid Pkg. #3a City Hall Steel Pkg. - BASE BID	06/30/2023 ESTIMATE	Variance Over (Under) Budget	SUB / SUPPLIER	# OF BIDS
<b>10000</b>	<b>DIVISION 01 - GENERAL REQUIREMENTS</b>	<b>301,454</b>	<b>301,454</b>			
10000	General Requirements	301,454	301,454		Estimated Scope	1
<b>50000</b>	<b>DIVISION 05 - METALS</b>	<b>4,448,998</b>	<b>4,751,180</b>	<b>(302,182)</b>		
51200	Structural Steel Framing	4,448,998	4,751,180	(302,182)	Lundahl Steel	6
	<b>SUBTOTAL</b>	<b>4,750,452</b>	<b>\$5,052,634</b>	<b>(302,182)</b>		

Bonds & Insurance	Liability Insurance	43,545	48,877	(5,332)
	Builders Risk Insurance	3,118	3,118	
	Payment & Performance Bond	31,260	31,260	
	Subcontractor Default Insurance	EXCLUDED		
Permits & Fees	Permits & Plan Check	0		
	Impact Fees	0		
Contingencies	Owner Contingency	0		
	Contractor Contingency	153,688	172,508	(18,819)
	Design Contingency	0	230,010	(230,010)
	Escalation Contingency	0	57,503	(57,503)
Other	Warranty Reserve	7,684	8,625	(941)
	Testing & Inspections	0		
	Design Fees	0		
	<b>SUBTOTAL</b>	<b>4,989,749</b>	<b>5,604,536</b>	<b>(614,787)</b>
	Preconstruction Services	0		
	Fee	133,197	145,718	(12,521)
	<b>TOTAL</b>	<b>5,122,945</b>	<b>\$5,750,254</b>	<b>(627,308)</b>

**51200**  
**Structural Steel Framing**



Lundahl Steel	
4,448,998	

[illegible]

**Agenda Date:** 12/14/2023

**Agenda Item Number:** 1b

**Subject:**

Consider approval of purchasing playground equipment via a state contract with Great Western Recreation for Royal Oaks Park.

**Item at-a-glance:**

Staff Contact: Craig Harvey

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Royal Oaks Park, 1250 North 1400 West

**Item History (background/project status/public process):**

This purchase is to replace the existing playground at Royal Oaks Park. The existing playground was installed in 1999, which was almost 25 years ago. The typical lifespan of a playground is 10 years, but with proper maintenance can last 15-20 years. Because the playground is older, it is difficult to find replacement parts as the playground manufacturer has stopped making many of the replacement parts. Without being able to make the proper repairs the playground is becoming a safety hazard. The replacement playground will utilize the same footprint as the existing playground. The surfacing will be changed to artificial turf which will make the playground more ADA accessible. The agenda packet includes images of the proposed replacement playground. The images show rubber tiles as Great Western was not able to send us a modified image showing the turf option. Staff recommends approval to purchase the playground equipment from Great Western Recreation in the amount of \$311,741.73.

**Staff Narrative (need/purpose):**

The purpose of the purchase is to replace the 25-year-old playground. Installation of the play equipment and surfacing is included in this cost.

**Name of Legal Dept approver:** N/A

**Budget Impact:**

Cost for the agenda item: \$311,741.73

Amount approved in current FY budget for item: \$400,000

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

Approved in budget.

Description of funding source:

Recreation, Arts, & Parks Tax (RAP).

**Recommendation (Include any conditions):**

Approval.



GameTime C/O Great Western Recreation  
P.O. Box 680121  
Fort Payne, AL 35967  
Office: 435-245-5055 Fax: 435-245-5057  
www.gwpark.com

11/21/2023  
Quote #  
110946-01-07

## Royal Oaks Park Option 1B

City of St. George City Parks Division  
Attn: Craig Harvey  
1250 1400 W St  
St George, UT 84770  
Phone: 435-627-4235  
Fax: 435-627-4430  
craig.harvey@sgcity.org

Ship to Zip 84790

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
1	RDU	GameTime - Custom 5-12 Play Structure- • Reference Drawing 110946-01-Opt 1	\$123,009.00	\$66,542.82	\$66,542.82
1	5599RP	GameTime - Modern Tower Slide Barrier	\$4,148.00	\$3,733.20	\$3,733.20
1	5600RP	GameTime - Modular Modern Tower	\$49,860.00	\$44,874.00	\$44,874.00
2	5601RP	GameTime - Modern Tower Barrier 1	\$4,500.00	\$4,050.00	\$8,100.00
1	5602RP	GameTime - Modern Tower Barrier 2	\$4,500.00	\$4,050.00	\$4,050.00
1	8888	GameTime - Modern Tower Extension Package	\$3,780.00	\$3,402.00	\$3,402.00
1	6001RP	GameTime - Skyline Pod Climber 8'	\$6,544.00	\$5,889.60	\$5,889.60
1	RDU	GameTime - Swings- • Reference Drawing 110946-01-Opt 1	\$7,688.00	\$7,324.24	\$7,324.24
2	6246	GameTime - Solo Spinner	\$2,420.00	\$2,032.80	\$4,065.60
1	6300	GameTime - Stargazer	\$2,619.00	\$2,383.29	\$2,383.29
3854	TURF	GT-Impax - 3,854 SF of Turf-  **List Price \$149,789, discounted per OMNIA Contract  3,854 sf, 10' CFH No Design Includes 282 LF of Nailerboards Prevailing Wages	\$31.87	\$31.87	\$122,826.98
1	INSTALL	Install - Playground Installation- Prevailing Wages	\$32,650.00	\$32,650.00	\$32,650.00
Contract: OMNIA #2017001134				<b>Sub Total</b>	\$305,841.73
				<b>Freight</b>	\$5,900.00
				<b>Total</b>	<b>\$311,741.73</b>



GameTime C/O Great Western Recreation  
P.O. Box 680121  
Fort Payne, AL 35967  
Office: 435-245-5055 Fax: 435-245-5057  
www.gwpark.com

11/21/2023  
Quote #  
110946-01-07

## Royal Oaks Park Option 1B

### Comments

Your Sales Rep is Lewis Painter. Please reach out to Lewis at 435-760-2416 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

\*\*\*OPTIONAL-To include a Payment and Performance Bond, please add \$4,765 plus tax if applicable.

Shipping to:  
390 North 3050 East  
St George UT 84790

Site Address:  
1250 1400 W St  
St. George, UT 84770

\*Freight charges are based on listed zip code and are subject to change if shipping information changes.

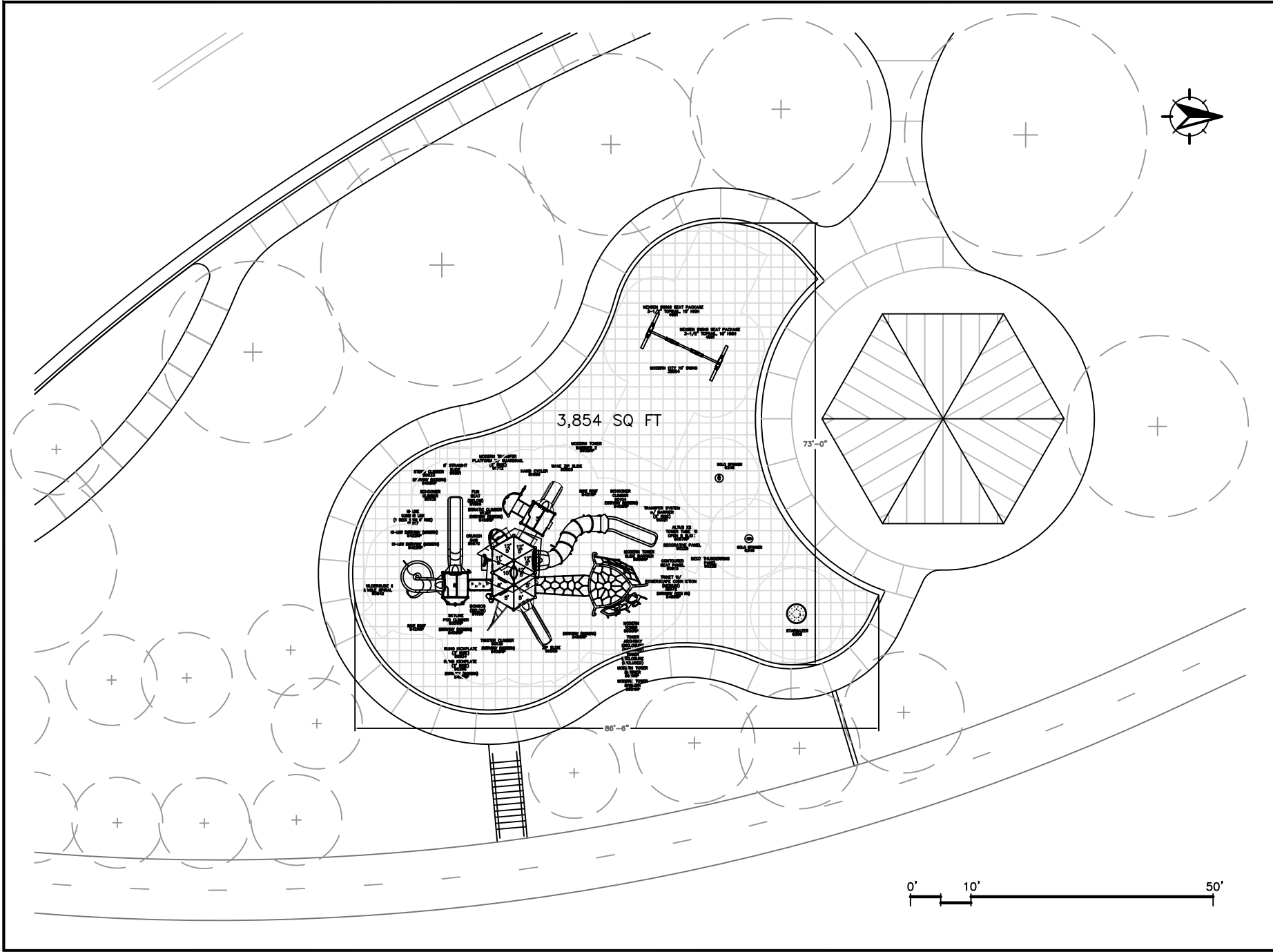
\*Deposit may be required.

Customer is responsible for offloading.

Prevailing wage

OMNIA # 4035474





150 PlayCore Drive SE  
Fort Payne, AL 35967  
www.gametime.com

GREAT WESTERN RECREATION  
HOME OFFICE: 975 SOUTH HWY 89 - LOGAN UT 84321 PHONE: 435-245-5055

SALES REPRESENTATIVE:  
LEWIS L. PAINTER  
435-760-2416  
lewisl@gwpark.com

DATE:  
11/06/2023  
DRAWN BY: LEWIS L. PAINTER

PLAYGROUND 1:  
5-12  
TOTAL ELEVATED PLAY COMPONENTS: 15  
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP: 10  
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER: 10  
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS: 5

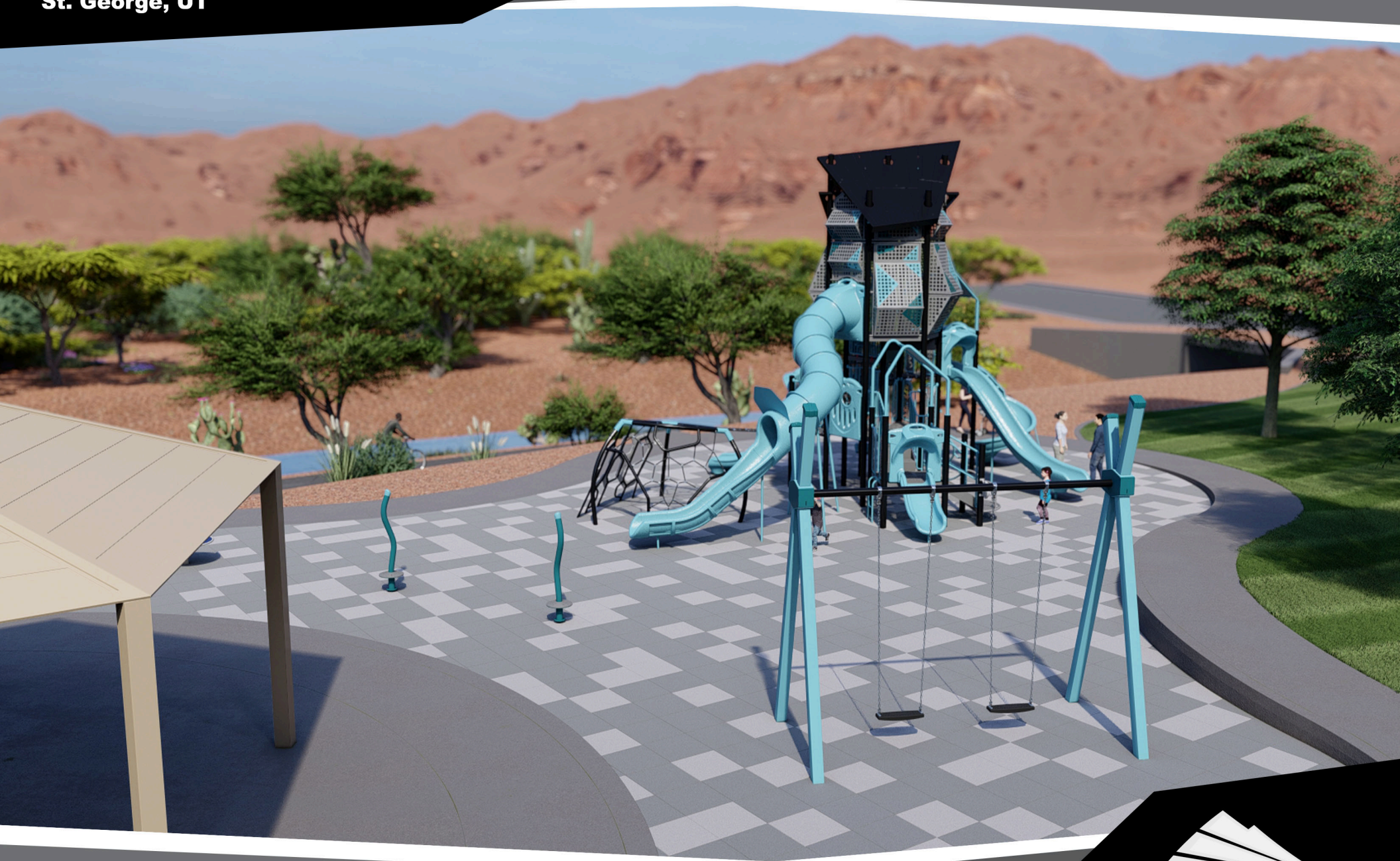
PROJECT - QUOTE #  
110946-01-OPT 1

PROJECT TITLE:  
ROYAL OAKS PARK - OPT 1  
1250 NORTH 1400 W  
ST GEORGE UT 84770

OWNER:  
ST GEORGE CITY  
350 COMMUNITY CENTER DRIVE

SHEET NO:  
P-1

**Royal Oaks Park Playground-Project 110946-01-Opt 1**  
**St. George, UT**





**Royal Oaks Park Playground-Project 110946-01-Opt 1**  
**St. George, UT**



**A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS**

**P: (435) 245-5055 / F: 435 245-5057 [Lewis@gwpark.com](mailto:Lewis@gwpark.com)**





**Royal Oaks Park Playground-Project 110946-01-Opt 1**  
**St. George, UT**







**Agenda Date:** 12/14/2023

**Agenda Item Number:** 02

**Subject:**

Consider approval of Resolution No. 2023-015R approving Amendment Number One to the Interlocal Cooperative Agreement between Washington County and the City of St. George creating the Washington County Interlocal Agreement (WCIA) for purposes of dissolving the WCIA and distributing the assets among the parties under a separate agreement.

**Item at-a-glance:**

Staff Contact: Tani Pack Downing

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

N/A

**Item History (background/project status/public process):**

On January 6, 1999, Washington County (the County) a political subdivision of the State of Utah and the City of St. George (the City) a municipal corporation (collectively the Parties) entered into an Interlocal Cooperative Agreement (the Original Agreement) for the purpose of forming a separate legal entity to more efficiently provide governmental facilities, services, and improvements for their citizens known as the Washington County Interlocal Agency (the WCIA). The Parties desire to amend the Interlocal Cooperative Agreement in order to dissolve the WCIA and distribute the assets among the parties.

**Staff Narrative (need/purpose):**

NA

**Name of Legal Dept approver:** Tani Pack Downing

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

NA



Amendment Number One  
to the Interlocal Cooperative Agreement Between Washington County and  
the City of St. George Creating the Washington County Interlocal Agency

WHEREAS, an Interlocal Cooperative Agreement (the “Original Agreement”) was entered into by Washington County (the “County”) a political subdivision of the State of Utah and the City of St. George (the City) a municipal corporation (collectively the “Parties”) on the 6<sup>th</sup> day of January, 1999, for the purpose of forming a separate legal entity to more efficiently provide governmental facilities, services, and improvements for their citizens known as the Washington County Interlocal Agency (the “WCIA”); and

WHEREAS, the Parties desire to amend the Interlocal Cooperative Agreement in order to dissolve the WCIA and distribute the assets among the parties.

Now, Therefore, the Parties agree to amend the Original Agreement as follows:

Section 8.2 Termination of Agreement.

- (a) This Interlocal Cooperative Agreement shall be in force and effect and be legally binding upon the County and the City only after its execution and approval by resolution by the Board of Commissioners and the City Council. Thereafter this Interlocal Cooperative Agreement shall continue as a binding contract and shall terminate on December 31, 2023.
- (b) Upon termination of this Interlocal Cooperative Agreement, Disposition of all assets of WCIA will occur as set forth in Exhibit A of this amended agreement attached hereto.

IN WITNESS THEREOF, the parties have caused this Amendment to the Interlocal Cooperative Agreement to be executed by their duly authorized representatives as of the date below.

Dated this \_\_\_\_ day of December, 2023.

WASHINGTON COUNTY

By \_\_\_\_\_

Title \_\_\_\_\_

Attest:

\_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Washington County Attorney

CITY OF ST. GEORGE

By \_\_\_\_\_

Title \_\_\_\_\_

Attest:

\_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
St. George City Attorney

## INTERLOCAL COOPERATIVE AGREEMENT

This Interlocal Cooperative Agreement is entered into by WASHINGTON COUNTY (the "County"), a political subdivision of the State of Utah; and the CITY OF ST. GEORGE (the "City"), a Utah municipal corporation, as of the 6<sup>th</sup> day of ~~December, 1996~~ *January 1997*, for the purpose of forming a separate legal entity to more efficiently provide governmental facilities, services and improvements for their citizens.

### RECITALS

WHEREAS, the Utah Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act"), permits local governmental units including cities, counties, and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public agencies on the basis of mutual advantage and to create a separate legal entity to more efficiently provide governmental facilities, services and improvements to the general public; and

WHEREAS, the County is committed to promoting the health and welfare and enhancing the quality of life for its citizens, including those of the City of St. George, the principal city of Washington County and the county seat; and

WHEREAS, the County is committed to develop recreational, tourist, cultural and convention facilities within Washington County and to utilize funding derived from the local transient room tax and restaurant tax levy imposed by the County under Section 59-12-603, Utah Code Annotated 1953, as amended; and

WHEREAS, the City is committed to enhancing the arts and cultural opportunities available to its citizens and promoting economic vitality within its corporate limits by utilizing funding derived from business license fees, sales taxes and/or other legally available moneys of the City; and

WHEREAS, the Board of Commissioners of the County and the City Council of the City have determined that the creation of a separate legal entity to provide for the acquisition, construction, equipping and operation and maintenance of recreational, tourist, cultural and convention facilities (the "Facilities") to be located within the City will enhance recreation, tourism, cultural events and conventions in Washington County, will enhance the cultural arts available to County and City residents, and will strengthen the economic base of the County and the City; and

WHEREAS, the County and the City desire to enter into this Interlocal Cooperative Agreement to create a separate legal entity to provide for the funding, construction and operation and maintenance of the Facilities; and

WHEREAS, this Interlocal Cooperative Agreement shall not become effective until it is first approved by resolution of the Board of Commissioners of the County and the City Council of the City, as evidenced by the execution hereof by the appropriate officers of the County and City:

NOW, THEREFORE, the County and City hereby express their commitments and agree as follows:

## ARTICLE I

### DEFINITIONS AND INTERPRETATIONS

Section 1.1. Meanings and Constructions. The terms defined in this section, for all purposes of this Interlocal Cooperative Agreement and any amendments hereto, shall have the meanings herein set forth:

(1) "Act" shall mean the Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended.

(2) "Board of Commissioners" shall mean the Board of Commissioners of the County.

(3) "Bonds" shall mean bonds, notes, certificates, debentures, contracts or other evidences of indebtedness or borrowing issued or incurred by WCIA pursuant to the Act.

(4) "City" shall mean the City of St. George, Utah, and its successors.

(5) "City Council" shall mean the City Council of the City.

(6) "County" shall mean Washington County, Utah and its successors.

(7) "Dixie Special Service District" shall mean the Dixie Special Service District, Washington County, Utah, and its successors.

(8) "Facilities" shall mean the recreational, tourist, cultural and convention facilities to be initially owned and operated by WCIA which are anticipated to be located in St. George, Utah.

(9) "Governing Body" shall mean the governing body of WCIA.

(10) "Interlocal Cooperative Agreement" shall mean this Interlocal Cooperative Agreement and any amendments and supplements hereto.

(11) The term "lease" shall mean any lease or any sublease or any operating or management or similar agreement.

(12) "WCIA" shall mean the Washington County/St. George Interlocal Agency created by this Interlocal Cooperative Agreement pursuant to the Act. WCIA is deemed a political subdivision of the State of Utah.

Section 1.2. Interpretations. This Interlocal Cooperative Agreement, except where the context by clear implication herein otherwise requires; shall be construed as follows:

- (a) definitions include both singular and plural;
- (b) pronouns include both singular and plural and cover both genders;  
and
- (c) the captions or headings of this Interlocal Cooperative Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, article or section of this Interlocal Cooperative Agreement.

Section 1.3. Successors. Whenever herein WCIA is named or is referred to, such provision shall be deemed to include the successors of WCIA, whether so expressed or not.

## ARTICLE II

### FORMATION AND POWERS OF WCIA

Section 2.1. Formation of WCIA. The Act provides for the creation of a separate legal entity through the execution and approval by resolution of an agreement between the County and the City. This Interlocal Cooperative Agreement creates the Washington County/St. George Interlocal Agency to be known as "WCIA". WCIA is a separate legal entity and political subdivision under the Act and shall have the power to issue Bonds to help the County and the City to finance, construct, equip and maintain the Facilities. WCIA shall be a not-for-profit entity. Any net earnings of WCIA (other than those required to retire indebtedness of WCIA or to implement any program undertaken by it) will not inure to the benefit of any private person.

Section 2.2. Powers of WCIA. WCIA shall have the power to:

- (a) own, acquire, construct, operate, maintain and repair or cause to be constructed, operated, maintained and repaired the Facilities and any related facility or improvement including the existing Dixie Center located in the City;



(b) borrow money or incur indebtedness, issue Bonds for the purposes for which it was created, assign, pledge or otherwise convey as security for the payment of any such Bonds the revenues and receipts from the Facilities, which assignment, pledge or other conveyance may rank prior in right to any other obligation except taxes or payments in lieu thereof payable to the State of Utah or its political subdivisions;

(c) sell or contract for the sale of the product of or the service, or other benefits from the Facilities to public agencies within or without the State of Utah on such terms as it deems to be in the best interest of the County and the City; and

(d) WCIA may exercise any power or powers, privileges or authority exercised or capable of exercise by the County and the City individually, including the power to lease the Facilities to the County and/or City and to pledge the Facilities as security for the payment of any Bonds issued hereunder.

### ARTICLE III

#### GOVERNANCE OF WCIA

WCIA shall be governed by the Governing Body. The Governing Body shall be composed of five (5) persons, two of whom shall be appointed by the Board of Commissioners, two of whom shall be appointed by the City Council, and one of whom shall be appointed by the governing body of the Dixie Center Special Service District; provided, however, that if the Dixie Center Special Service District is dissolved, the member originally appointed by the Dixie Center Special Service District shall be replaced by a member to be elected by the Board of Commissioners and City Council. The Governing Body shall administer the affairs of WCIA. Each member of the Governing Body shall have one vote in any actions taken or proceedings adopted by the Governing Body. Members of the Governing Body shall each serve for a term of two years beginning on the first Tuesday of January after the effective date hereof, provided, however, that the initial term of two appointed Members (one Board of Commissioners appointee and one City Council appointee) shall expire four years after the first Tuesday of January after the effective date hereof, so that the term of office of at least two appointed Members shall expire every two years. The Members of the Governing Body appointed by the Board of Commissioners shall be removable, with or without cause, by the Board of Commissioners, and the Members of the Governing Body appointed by the City Council shall be removable, with or without cause, by the City Council. The Member of the Governing Body appointed by the Board of Commissioners and City Council shall be removable, with or without cause, by a majority vote of the Governing Body. The Governing Body shall adopt by-laws that are not in conflict with this Interlocal Cooperative Agreement by a majority vote of its members. A Chair, Secretary

and Treasurer shall be selected by the Governing Body in the manner and for such term as shall be described in the by-laws.

The Governing Body shall meet at such times as provided in its by-laws, with a quorum present, whether corporal or by means of electronic equipment, for the purpose of discussing or acting upon a matter or matters over which it has jurisdiction. For this purpose, a quorum consists of at least three members of the Governing Body.

#### ARTICLE IV

##### LIMITATIONS ON WCIA

The full faith and credit powers of the County and the City shall not be pledged directly for payment of any Bonds issued by WCIA. Neither the County nor the City shall incur any pecuniary liability until they fund or purchase or lease property acquired with the proceeds of the Bonds issued by WCIA. Once the County or the City purchases or leases property from WCIA, it shall be obligated to WCIA solely for its loan or purchase or lease payments as provided by agreement between WCIA and such County or City.

#### ARTICLE V

##### GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 5.1. Interlocal Agreement to be Kept on File. The County and the City each covenants that this Interlocal Cooperative Agreement shall be filed with its keeper of records.

Section 5.2. County and City Representatives. Each represents and warrants that it is a political subdivision of the State of Utah and is authorized to enter into the transactions contemplated by this Interlocal Cooperative Agreement and to carry out its obligations hereunder.

Section 5.3. No Litigation Representation. Each represents and warrants that there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened to which the County or City, as applicable, is a party or to which any of its property is subject which if determined adversely to said County or City, would individually or in the aggregate (i) affect the validity or the enforceability of this Interlocal Cooperative Agreement, or (ii) otherwise materially adversely affect the ability of the said County or City to comply with its obligations under this Interlocal Cooperative Agreement or the transactions contemplated by this Interlocal Cooperative Agreement.

## ARTICLE VI

### COMMITMENTS BY COUNTY AND CITY

Section 6.1. Determination of Value of Facilities. The Board of Commissioners and City Council shall each determine that the Facilities, when completed, will prove a valuable asset to their respective constituents and the development thereof is fully consistent with their respective institutional missions and the public interest.

Section 6.2. Security for Financings. To facilitate the financing of the Facilities, the County and the City each anticipates entering into a lease or other financing arrangement with WCIA with respect to the operation and utilization of the Facilities. Although the County and the City cannot be legally bound beyond their current fiscal year for payments to be made to WCIA with respect to the operation and utilization of the Facilities, they nonetheless intend to fund their annually renewable obligations to WCIA from certain sales taxes, transient room taxes and other legally available moneys. In addition, the County and the City will enter into such contracts and agreements as shall be required to provide for the operation, maintenance, and repair of the Facilities and may submit their interest in the Facilities to the securing of any Bonds issued by WCIA.

## ARTICLE VII

### GRANT OF EMINENT DOMAIN POWER

For purposes of establishing WCIA as a political subdivision, the County and the City each hereby grants to WCIA its power of eminent domain to accomplish the purposes for which WCIA has been created.

## ARTICLE VIII

### GENERAL PROVISIONS CONCERNING THIS INTERLOCAL COOPERATIVE AGREEMENT

Section 8.1. Operating Budget. The fiscal year of WCIA shall end on each December 31. The Governing Body of WCIA shall adopt an annual budget for each fiscal year in compliance with the Uniform Fiscal Procedures Act for Counties, Title 17, Chapter 36, Utah Code Annotated 1953, as amended. Prior to final adoption, the budget shall be approved by the City Council and the Board of Commissioners, and shall not be effective until so approved.

Section 8.2. Termination of Agreement.

(a) This Interlocal Cooperative Agreement shall be in full force and effect and be legally binding upon the County and the City only after its execution and approval by resolution by the Board of Commissioners and City Council. Thereafter this Interlocal Cooperative Agreement shall continue as a binding contract and shall not terminate until the later of the date thirty (30) years after the effective date hereof or such later date upon which all Bonds of WCIA and other contractual obligations have been retired, but in no event later than the date fifty (50) years after the effective date of this Interlocal Cooperative Agreement.

(b) Upon termination of this Interlocal Cooperative Agreement, title to all assets of WCIA upon its dissolution shall revert to the County and the City in proportion to their commitment to secure payment on any Bonds issued by WCIA. The Governing Body is hereby authorized to take such actions as shall be necessary to effectuate the termination of WCIA and to dispose of the property of WCIA.

Section 8.3. Assignment. Neither the County nor the City may assign any interest herein without consent of the other party to this Interlocal Cooperative Agreement and receipt by WCIA of an opinion of nationally recognized bond counsel to the effect that such assignment is authorized under the Act and will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds, should the interest on the Bonds be excluded from taxation for federal income tax purposes. The terms of this Interlocal Cooperative Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of the County and the City.

Section 8.4. Counterparts. This Interlocal Cooperative Agreement may be executed in several counterparts, any one of which shall be regarded for all purposes as one original. The County and the City agree that they will execute any and all deeds, instruments, documents and resolutions or ordinances necessary to give effect to the terms of this Interlocal Cooperative Agreement.

Section 8.5. Entire Contract. This Interlocal Cooperative Agreement merges and supersedes all prior negotiations, representations and agreements between the County and the City relating to the subject matter hereof and constitutes the entire contract between the County and the City concerning the formation and powers of WCIA.

Section 8.6. Amendment. This Interlocal Cooperative Agreement shall not be modified or amended except in writing, which shall be signed by the duly authorized representative of the County and the City after the adoption of a resolution by the Board of Commissioners and City Council approving the modification or amendment, provided, however, that if WCIA has Bonds outstanding, no amendment to this Interlocal



Cooperative Agreement may be made which would have a material adverse impact on the bondholders without the prior consent of said bondholders.

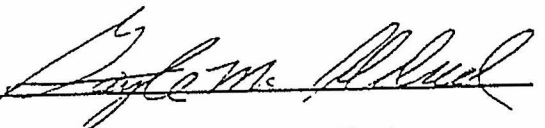
Section 8.7. Attorney's Fees. The prevailing party in any litigation to interpret and/or enforce the provisions of this Interlocal Cooperative Agreement shall be entitled to an award of reasonable attorney's fees and costs, in addition to other available relief. Other than is expressly provided in this Interlocal Cooperative Agreement, no breach of this Interlocal Cooperative Agreement shall entitle any party to unilaterally cancel, rescind or terminate this Interlocal Cooperative Agreement; but such limitations shall not affect in any manner any other rights or remedies which either party may have by reason of any such breach.

Section 8.8. Severability. Whenever possible each provision of this Interlocal Cooperative Agreement shall be interpreted in such a manner as to be valid; but, if any provision of this Interlocal Cooperative Agreement shall be held, in a final judicial determination, to be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Interlocal Cooperative Agreement. Notwithstanding the foregoing, however, should such judicially determined invalidity of any provision of this Interlocal Cooperative Agreement frustrate the intended purpose of the member entities, as expressed herein, such invalidity shall cause this Interlocal Cooperative Agreement to be terminated, with the parties, to the extent possible, to be restored to the status quo as though this Interlocal Cooperative Agreement had not been signed.

Section 8.9. Governing Law. This Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have caused this Interlocal Cooperative Agreement to be executed by their duly authorized representatives as of the date first written above.

WASHINGTON COUNTY

By   
Title Commission Chairman

Attest:



Date: January 5, 1997

Approved as to form and as compatible  
with State law:

By Eric A. Rudlow  
Washington County Attorney

CITY OF ST. GEORGE

By Donal D. McArthur  
Title MAVER

Attest:

Barbara Hunt  
Date: 1/28/97

Approved as to form and as compatible  
with State law:

By [Signature]  
City of St. George Attorney

# Exhibit A

AN AGREEMENT BETWEEN WASHINGTON COUNTY, ST. GEORGE CITY, AND THE  
WASHINGTON COUNTY/ST. GEORGE INTERLOCAL AGENCY TO WIND UP THE  
WASHINGTON COUNTY/ST. GEORGE INTERLOCAL AGENCY.

RECITALS

WHEREAS, in January 1997 the County and the City executed an interlocal cooperative agreement (“Original Agreement”) to form a separate legal entity and to more efficiently provide a world-class convention center for our community;

WHEREAS, through the Original Agreement, the Parties created the Washington County/St. George Interlocal Agency (“WCIA”), an interlocal entity created pursuant to the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-101 *et seq.*, as amended;

WHEREAS, once created, WCIA’s primary purposes were to provide for the funding, construction, operation, and maintenance of recreational, cultural, tourist, and convention facilities in the City and County at large;

WHEREAS, through a series of bonds, land donations, funding of the Parties, and other funding, WCIA constructed the Dixie Center and the Rosenbruch Natural History Museum, and for approximately 25 years WCIA has operated and maintained the Dixie Center;

WHEREAS, via the bonds, the Dixie Center was leased to the County, and the County subleased the Dixie Center to the City, creating a 62% and 38% financial obligation and financial interest in the Dixie Center for the Parties respectively;

WHEREAS, in 2002 the City and County entered into a management agreement that divided operational responsibilities, the City provided general operational services such as maintenance, guest services, and setup services, and the County provided administrative services, such as purchasing, record keeping, marketing, and contract administration;

WHEREAS, besides the Dixie Center property, WCIA owns title to undeveloped parcels surrounding the Dixie Center, the Washington County Fair Grounds, and vacant land in both Washington County and Kane County;

WHEREAS, in December 2022 WCIA made its final bond payment fully satisfying its debt obligation for the Dixie Center;

WHEREAS, at this pivotal point, the Parties have determined it is in the best interest of the Dixie Center, the Parties, and their citizens, to amend the Original Agreement to terminate on December 31, 2023, to terminate all subsequent agreements, and form a new agreement; and



WHEREAS, the Parties desire to sort out ongoing use, management, maintenance, use, and operations of the Dixie Center.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I  
DEFINITIONS

1. City Parcel. City's real property located to the East of the Easement Parcels (SG-5-3-6-41041-ERD).
2. City's Financial Interest. The City shall retain a 38% financial interest in the Dixie Center that shall be due at any event of Disposition of the Dixie Center and secured by the Contractual Lien attached herein. (The method to establish the City's Financial Interest due at Disposition is described in Article IV Sections 1 and 2 of this Agreement).
3. Contractual Lien. A document to be recorded with the Washington County Recorder on the Dixie Center securing the City's Financial Interest in the Dixie Center. See, Exhibit B.
4. Cross Access and Parking Easement. An easement to be recorded with the Washington County Recorder, which upon the condition precedent of the County governing body's agreement to the use and/or development of City's Parcel, grants to the City access and parking rights in the improved parking stalls in exchange for an access and parking easement on improved parking stalls on the City Parcel. See, Exhibit C.
5. Current Use of the Dixie Center. The Dixie Center is currently used as a convention center, the Greater Zion Welcome Center, and the Rosenbruch World Wildlife Museum.
6. Disposition. Any event where the County and City mutually agree to change the use, sell, convey, or otherwise dispose of the Dixie Center. Any change in the Current Use of the Dixie Center, mutually agreed upon by the County and City that fulfills the purpose of the Dixie Center, is not a Disposition under this Agreement.
7. Effective Date. The date the last resolution adopting this Agreement is approved by the legislative body of the City and County, and the WCIA Board.
8. Easement Parcels. Two parcels of WCIA real property known as Lots 5 and 6 of the Hilton Garden Subdivision with Washington County tax identification numbers SG-HTNS-5-ERD and SG-HTNS-6-ERD.

9. Hosted Use. The City's use of the Dixie Center for public events which are hosted by the City, these events are the St. George City Marathon, the Transportation Expo, What's Up Down South, and the State of the City.
10. Municipal Use. The City's use of the Dixie Center that is solely municipal or governmental in nature, which includes but is not limited to, law enforcement training, HR training, and other similar events.
11. Sponsored Use. The use of the Dixie Center by a national, state-wide, or local governmental organization, interlocal government cooperative, or committee, with its primary purpose to further government interests.
12. Transferring Employees. All City employees whose work, time, and responsibilities are solely dedicated to the Dixie Center will transfer from City employment to County employment on January 1, 2024.
13. WCIA Assets. All property, real, personal, or otherwise, owned by, titled to, and in the possession of WCIA.
14. WCIA Real Property. The real property currently owned by WCIA to be transferred to the City and County in accordance with this Agreement.
15. Without Charge. As used in Article VII Section 5, without charge means the County will not charge the City for use of the Dixie Center except for costs for outside contracted services that are also charged for the County's use of the Dixie Center.

## ARTICLE II

### TERMINATION AND TRANSFER OF DIXIE CENTER MANAGEMENT

1. Termination of all Dixie Center Agreements between the Parties. The Parties hereby terminate all agreements pertaining to the Dixie Center, whether written or verbal, including but not limited to, management agreements, operational agreements, lease and sublease agreements, bond agreements, and financing subsidy agreements. Termination shall be effective at the end of December 31, 2023.
2. Transfer of Obligations, Management, and Responsibilities. On January 1, 2024, the County shall assume all operations, maintenance, and financial responsibilities of the Dixie Center as outlined in the Agreement.
3. Authority to Act. Except for Article IV Section 3 of this Agreement, the County shall have the sole authority to take any action it decides is needed for the operation or overall

betterment of the Dixie Center. The City hereby releases any and all authority to take action regarding the Dixie Center.

### ARTICLE III CONVEYANCE OF WCIA ASSETS

1. Description of All WCIA Real Property. WCIA owns title to a variety of developed and undeveloped real property. The various real property parcels shall be referred to and are described as follows:
  - a. Dixie Center. The Dixie Convention Center, the Rosenbruch World Wildlife Museum, the Welcome Center, and all Dixie Center parking, including the Easement Parcels, with Washington County tax identification numbers SG-5-3-6-44321-ERD, SG-5-3-6-4310-141-ERD, SG-HTNS-6-ERD, and SG-HTNS-5-ERD.
  - b. Restaurant Pads. The two undeveloped parcels of land on Convention Center Dr., north of the Dixie Center and west of the Hilton Garden Inn with Washington County tax identification numbers SG-HTNS-2-ERD and SG-HTNS-1-ERD.
  - c. Legacy Park. The Washington County Fair Grounds and other governmental facilities, also known as Legacy Park with Washington County tax identification numbers H-4-2-3-1202 and H-4-2-3-430.
  - d. Vacant Land. Two parcels of vacant land, one located in Washington County and the other located in Kane County. The Washington County parcel is located in Washington City at 1208 E. Washington Dam Road, with Washington County tax identification number W-OKC-52. The Kane County parcel is a 16-acre undeveloped parcel approximately a mile and a half west of Alton, Utah on Crazy Bear Rd, Kane County Parcel No. 9-6-3-2B.
2. Transfer of Title of WCIA Assets. WICA shall Convey the WCIA Assets, as set forth below, before December 31, 2023. The WCIA Property shall be conveyed as follows:
  - a. Transfer of Dixie Center. WCIA shall convey to the County, via warranty deed, the Dixie Center in fee title. The City shall record the Contractual Lien on the Dixie Center. The Contractual Lien shall reference this Agreement and provide notice that upon Disposition of the Dixie Center, the City shall be entitled to receive the City's Financial Interest in the Dixie Center as established herein.
  - b. Transfer of Restaurant Pads. WCIA shall convey to the City and County the Restaurant Pads via warranty deed as tenants in common. The City and County shall be named on the title to jointly to hold an equal undivided interest in the

Restaurant Pads. Upon the Disposition of the Restaurant Pads the City and County shall each receive 50% of the net proceeds.

- c. Transfer of Vacant Land. WCIA shall convey to the County and City the Vacant Land via warranty deed as tenants in common. The County and City shall have an ownership share of 62% and 38% respectively. Upon the sale of any Vacant Land parcel, the County shall receive 62% of the net proceeds and the City shall receive 38% of the net proceeds.
- d. Transfer of Legacy Park. WCIA shall convey to the County, via warranty deed, Legacy Park in fee title.
- e. Transfer of Personal, Intellectual Property, and Contractual Rights. WCIA shall assign and convey to the County all of WCIA's personal property, intellectual property, and contractual rights used for and at the Dixie Center, except for any vehicles owned by the City that are titled to the City. The Washington County Commission Chair is authorized to sign any documents as necessary to effectuate this transfer.

#### ARTICLE IV APPRAISAL AND DISPOSITION OF WCIA ASSETS

1. Original Appraisal. In order to establish the City's Financial Interest and value in the Dixie Center at the time of this Agreement, the City and County shall jointly engage an MAI certified commercial appraiser to conduct an appraisal of the Dixie Center. The appraisal will establish the Dixie Center's value at present using square footage, quality, and other factors as they exist at the time of this Agreement. The County and City shall share the costs of this Original Appraisal at 62% and 38% respectively. The Parties shall file the Original Appraisal with the record keeper of each Party, and the Original Appraisal shall be maintained with each Party until the Termination of this Agreement.
2. Hypothetical Appraisal. In the event of a Disposition of the Dixie Center, the County and City shall procure a certified commercial appraiser who shall conduct a hypothetical appraisal using the Original Appraisal's square footage, quality, and other factors as the Dixie Center existed at the time of the execution of this Agreement. The City shall not have a financial interest in or be entitled to, any proceeds from the increased fair market value of the Dixie Center created by and effectuated from expansion, or another capital improvement.
3. Power to Dispose. Written consent of both the City and County is required before a Disposition of the Dixie Center, or sale of the Restaurant Pads, or Vacant Land. Such writing must be approved by resolution of the Parties' legislative bodies. The obligations



and entitlements required in the event of a Disposition of the Dixie are further set out in the Contractual Lien.

4. Conveyance to a County Created Entity. The County shall retain the authority to convey the Dixie Center to a local building authority or any other county-created or government-created entity as permitted by law. A conveyance under this section shall not be defined as a Disposition of the Dixie Center.
5. Capital Improvements are not a Disposition. Any renovation, retrofit, capital improvement, or rebuild of the Dixie Center is not a Disposition.

#### ARTICLE V

#### TRANSFER OF OBLIGATIONS, RESPONSIBILITIES, AND EMPLOYEES

1. County Obligations and Responsibilities. The County shall assume all of the Dixie Center's obligations and responsibilities. The County shall be responsible for the finance, operation, and maintenance of the Dixie Center. The County shall assume all existing and future obligations, including but not limited to, contractual obligations, employment of Dixie Center personnel, employment of the Transferring Employees, and existing, pending, and future litigation.
2. City Obligations and Responsibilities. Except the obligations set forth in this Agreement, the City is hereby released from all existing and future obligations, and responsibilities, associated with and pertaining to WCIA and the Dixie Center.
3. Transfer of Employees. The City will transfer to the County all its employees who work solely at the Dixie Center. Any City employee who splits their time between the Dixie Center and the City shall be retained by the City. The City shall maintain all its Transferring Employees on its payroll through the 2023 calendar year, and the County shall receive the Transferring Employees starting January 1, 2024, at such time the Transferring Employees will receive the rights and be subject to Washington County employee policies.
  - a. Wages and Benefits for Transferring Employees. Transferring employees shall be placed within the County system at their current wages. The County agrees to provide Transferring Employees with all benefits granted to other County employees effective January 1, 2024.
  - b. Transferring Employees' PTO. The City shall pay out to all transferring employees, all accrued leave balances as of December 31, 2023, according to state and federal law at the time of separation from City employment. No balance of City PTO, Sick or Comp time will transfer to the County for Transferring Employees.

ARTICLE VI  
EASEMENT AND USE OF DIXIE CENTER

1. Conditional Grant of Cross Access and Parking Easement. The Parties agree the Cross Access and Parking Easement shall not be recorded unless the County's governing body agrees to and approves the use and/or development of the City Parcel. The County shall express its approval of the development of the City Parcel by resolution passed by the County's governing body. The County shall not unreasonably withhold its approval.
2. County's Participation in the Development of the City Parcel. The County shall have meaningful participation in the review and decision process of the use and/or development of the City Parcel.
3. Easement Parcel Use. If the conditions of the Cross Access and Parking Easement are met as set forth in this Agreement, the County shall grant to the City a Cross Access and Parking Easement as set forth in Exhibit C.
  - a. Priority Use. The Dixie Center and its patrons shall have priority use of the Easement Parcels and the City's use of the Easement Parcels shall not prevent or inhibit the Dixie Center's use of the Easement Parcels. The County shall provide the City or grantee of the Cross Access and Parking Easement reasonable notice of the dates and times the Dixie Center needs exclusive use of the Easement Parcels.
4. City Parcel Use. If the conditions of the Cross Access and Parking Easement are met as set forth in this Agreement, the City shall grant to the County a Cross Access and Parking Easement as set forth in Exhibit C.
  - a. Priority Use. The City or grantee of the Cross Access and Parking Easement and its patrons shall have priority use of the City Parcel and the County's use of the City Parcel shall not prevent or inhibit the use of the City Parcel. The City or grantee of the Cross Access and Parking Easement shall provide the County reasonable notice of the dates and times to the City or grantee of the Cross Access Easement needs exclusive use of the City Parcel.
5. City's Use of the Dixie Center. As an original stakeholder in the Dixie Center, the City has contributed substantially to the Dixie Center's financing, operations, and management. Because the City is an original stakeholder, it shall retain privileged uses of the Dixie Center, as outlined herein:
  - a. City's Municipal Use of Dixie Center. The City may use the Dixie Center without charge for Municipal Use. All Municipal Use is subject to availability, and the City acknowledges that paid-for events shall have priority for available Dixie

Center space. If there is a conflict in the use, the County will make reasonable efforts to accommodate the City for its Municipal Use. The County will give the City at least 45 days' notice if a paid-for event will conflict with a pre-existing City Municipal Use Event.

- b. City's Hosted Use of the Dixie Center. The City may use the Dixie Center without charge for Hosted Events. The County agrees to follow the current practices, policies, and arrangements regarding the Hosted Use events listed herein. The County will give the City at least 45 days' notice if a paid-for event will conflict with a pre-existing Hosted Use Event; however, in no case will the County cancel the St. George Marathon event without City's approval.
- c. City's General Use of the Dixie Center. The City has no right or privilege to use the Dixie Center without charge for an event that is not a Municipal Use or Hosted Use Event. The City may follow the standard Dixie Center application process for such use.
- d. City and County Sponsored Use of Dixie Center. The City and County may use the Dixie Center for Sponsored Use as defined herein, and the County, in accordance with its pricing policies, may provide a discount to the organizer.

## ARTICLE VII

### FORMATION OF ADVISORY BOARD, BYLAWS, AND AUTHORITY

1. Dixie Center Advisory Board. This Agreement creates an advisory board (the "Board"), which shall meet semi-annually, or as often as necessary, to review the Dixie Center budget, policies, operations, procedures, and other matters. The Board shall be an advisory body only. The first meeting of the Board shall be in the first quarter of 2024.
  - a. Bylaws. At the first meeting of the Board, it shall review and adopt Bylaws. The Bylaws shall detail the member requirements, member terms, and meeting, quorum, and voting requirements.
2. Board Members. The Board shall consist of seven total members, three representatives from the City and the County and one citizen of the community specializing in conventions, tourism, or other related fields.
3. Annual Report. The Board, through its member(s), shall provide an annual report of the Dixie Center to the St. George City Council.

## ARTICLE VIII

### GENERAL TERMS

1. Entire Agreement. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties relating to the subject matter and constitutes the entire agreement between the Parties.
2. Amendment. This Agreement shall not be modified, amended, or supplemented except in writing, which shall be signed by the duly authorized representatives of each Party.
3. Term. This Agreement shall remain in force unless otherwise agreed upon in writing by the City and County.
4. Early Termination. This Agreement shall terminate at the time of a Disposition of the Dixie Center or at any other time the City receives the City's Financial Interest.
5. Recitals. The Recitals to this Agreement are incorporated into and shall constitute part of this Agreement.
6. Severability. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable.
7. Waiver. The waiver by either party hereto of a breach or violation of any term or provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or violation.
8. No Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted their assigns.
9. Mutual Drafting. This Agreement was drafted with the joint participation of the Parties and their legal counsel, any ambiguity contained in this Agreement shall not be construed against any Party as the drafting Party.
10. Governing Law. This Agreement shall be governed by the laws of the State of Utah.
11. No Interlocal Entity. No separate legal entity is created by the terms of this Agreement.
12. Liability and Indemnification. The Parties are governmental entities under the Governmental Immunity Act, Utah Code, Title 63G, Chapter 7. Consistent with the terms of this act, it is mutually agreed that each Party is responsible and liable for its own future wrongful or negligent acts which it commits or which are committed by its agents,



officials, or employees in carrying out or fulfilling its obligations under this Agreement. None of the Parties waive any defenses otherwise available under the Governmental Immunity Act.

SIGNATURE BLOCK

ST. GEORGE CITY

\_\_\_\_\_  
MICHELLE RANDALL, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

WASHINGTON COUNTY

\_\_\_\_\_  
ADAM SNOW, Chair  
Washington County Commission

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ryan Sullivan  
Washington County Clerk-Auditor

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy County Attorney

WCIA

\_\_\_\_\_  
ADAM SNOW, Chair  
WCIA Chair

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney

# Exhibit B

When recorded, return to:

Washington County Administration Office  
111 E Tabernacle St.  
4<sup>th</sup> Floor  
St. George, UT 84770

Tax ID Nos. SG-5-3-6-44321-ERD,  
SG-5-3-6-4310-141-ERD,  
SG-HTNS-6-ERD, and  
SG-HTNS-5-ERD.

## MEMORANDUM OF AGREEMENT AND NOTICE OF CONTRACTUAL LIEN

This **MEMORANDUM OF AGREEMENT AND NOTICE OF CONTRACTUAL LIEN** (the “Memorandum”) is made as of this \_\_\_\_ day of December, 2023, by and between **WASHINGTON COUNTY**, a political subdivision of the State of Utah (the “County”), with an address of 111 East Tabernacle, St. George, Utah, and **CITY OF SAINT GEORGE**, a Utah municipal corporation (the “City”), with an address of 175 East 200 North, St. George, Utah. The County and the City may be collectively referred to herein as the Parties or individually as a Party.

A. The County is the owner of certain real property located at approximately 1835 Convention Center Drive in the City of St. George, Washington County, Utah (the “Property”), as more particularly described in **Exhibit 1**, attached hereto and incorporated by reference.

B. The Property is commonly referred to as the Dixie Center.

C. The Parties have entered into an Agreement on December \_\_\_\_, 2023 (the “Agreement”), which relates to the Property.

D. Under the terms of the Agreement, the County undertakes certain obligations to the City in the event of any Disposition of the Property.

E. The Parties now desire to execute, deliver, and record this Memorandum to provide notice of the Agreement and certain terms and provisions thereof.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Defined Terms Incorporated.** Capitalized words that are not defined in this Memorandum have the meaning provided in the Agreement.

2. **City Consent Required for the Disposition of Property.** Under the Agreement, the County has agreed that the City’s consent is required before any Disposition of the Property.

3. **City’s Financial Interest Secured.** Under the Agreement, the County has agreed that in the event of any Disposition of the Property, the County will pay the City’s Financial Interest to the City in accordance with the Agreement. This Memorandum provides notice of the Agreement and constitutes a contractual lien securing the City’s Financial Interest in accordance

with the Agreement. All terms, conditions, and provisions related to the City's Financial Interest are more fully described in the Agreement.

4. **Summary of Terms.** The terms and provisions of Section 1, Section 2, and Section 3 above are a summary of certain terms and provisions of the Agreement and are not intended to change the Agreement. Nothing in Section 1, Section 2, or Section 3 above shall modify, amend, or alter the terms and provisions of the Agreement. In the event of any conflict between the terms of the Agreement and Section 1, Section 2, or Section 3 of this Memorandum, the terms of the Agreement control.

5. **Agreement Incorporated.** A copy of the Agreement is attached hereto as Exhibit A, and incorporated herein by reference. (Washington County Agreement # \_\_\_\_\_ and Washington County Resolution # \_\_\_\_\_).

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first written above.

**CITY OF ST. GEORGE**

\_\_\_\_\_  
By: Michelle Randall  
Title: Mayor

ATTEST:

\_\_\_\_\_  
Christina Fernandez, City Recorder

Approved as to form:

\_\_\_\_\_  
Tani Downing, City Attorney

STATE OF UTAH                    )  
  ss.  
County of Washington        )

On the \_\_\_\_ day of December, 2023, personally appeared before me Michelle Randall, Mayor of the City of St. George, and Christina Fernandez, City Recorder of the City of St.



Notary Public

EXHIBIT 1

LEGAL DESCRIPTION – DIXIE CENTER PROPERTY

SG-5-3-6-44321-ERD

S: 6 T: 43S R: 15W BEG N89\*28'23" E 599.606 FT ALG SEC/L & S0\* E 1206.417 FT & S89\*28' E 25.14 FT FM NW COR SEC 6 T43S R15W; TH S89\*28' E 201.67 FT TO W LN MAIN ST EXT'D; TH S0\*10' W 885.15 FT ALG W LN MAIN ST; TH N89\*28' W 225.29 FT TO E R/W/L I-15; TH N03\*48'36" W 160.12 FT ALG E R/W/L; TH N02\*13'38" E 585.49 FT ALG E R/W/L; TH N06\*53'15" E 67.51 FT ALG E R/W/L TO BEG CUR RGT RAD 1365.394 FT; TH ALG E R/W/L & ARC SD CUR 43.49 FT THRU CTL ANG 01\*49'30" TO POB. LESS: 270 E 1670 S STREET RDWY LESS: BEG AT SW COR OF TRACT IN EXST ELY HWY R/W & NO-ACCESS LN OF I-15, SD PT BEING 115.19 FT PERP DIST ELY FM CNTRL LN OF PROJ OPP APPRX ENG STA 5066+92.84 PT IS ALSO 584.53 FT N00\*47'55" E ALG SEC/L & 575.87 FT E FM W1/4 COR OF SD SEC 6; TH N2\*22'38" W 160.12 FT ALG SD EXST HWY R/W & NO-ACCESS LN; TH N3\*39'36" E 422.79 FT TO PT 148.76 FT RAD DIST ELY FM CNTRL LN OF SD PROJ OPP APPRX ENG STA 5072+84.21; TH S9\*26'28" E 180.86 FT TO PT 180.00 FT PERP DIST ELY FM CNTRL LN OF SD PROJ OPP APPRX ENG STA 5071+00.00; TH S6\*54'28" E 355.07 FT TO PT 210.00 FT PERP DIST ELY FM CNTRL LN SD PROJ OPP APPRX ENG STA 5067+40.00; TH S43\*12'50" E 70.94 FT TO PT 80.00 FT PERP DIST NLY FM CTR LN OF DIXIE DRIVE, OPP APPRX ENG STA 536+30.00; TH S86\*21'50" E 84.07 FT TO PT 77.02 PERP DIST NLY FM CTR LN OF DIXIE DR OPP APPRX ENG STA 537+14.02; TH S1\*36'04" W 1.90 FT TO PT IN SLY B/L OF SD TRACT; TH ALG SD SLY BDRY N88\*02'02" W 225.24 FT TO POB.

SG-5-3-6-4310-141-ERD

S: 6 T: 43S R: 15W BEG N89\*28'23" E 599.606 FT ALG SEC/L & S0\* E 1206.417 FT & S89\*28' E 292.81 FT FM NW COR SEC 6 T43S R15W ALSO BEING ON ELY R/W/L MAIN ST EXT'D TH S89\*28' E 664.90 FT; TH S0\*09' E 166.55 FT; TH S28\*39' E 52.22 FT; TH S49\*18' E 33.56 FT; TH S04\*32' W 53.46 FT; TH S07\*02' W 320.11 FT; TH S89\*28' E 19.28 FT; TH S0\*10' W 250 FT; TH N89\*28' W 693.44 FT TO PT ON ELY R/W/L MAIN ST EXT'D; TH N0\*10' E 855.17 FT ALG R/W/L TO POB. LESS: 270 E 1670 S STREET ROADWAY.

SG-HTNS-6-ERD

Subdivision: HILTON GARDENS (SG) Lot: 6

SG-HTNS-5-ERD

Subdivision: HILTON GARDENS (SG) Lot: 5

# Exhibit C

WHEN RECORDED RETURN/MAIL TO:

Washington County Administration Office  
111 E Tabernacle St.  
4<sup>th</sup> Floor  
St. George, UT 84770

Parcel Nos. SG-HTNS-6-ERD  
SG-HTNS-5-ERD  
SG-5-6-41041-ERD

**CROSS ACCESS AND PARKING EASEMENT**

THIS CROSS ACCESS AND PARKING EASEMENT AGREEMENT (“Agreement”) is entered into as of this \_\_\_\_ day of December, 2023, by and between Washington County, Utah (the “County”), and St. George City, Utah (the “City”). The County and the City may be hereinafter referred to individually as a “Party” and collectively as the “Parties”.

**A. PARTIES’ INTENT**

Each Party to this Agreement intends to grant a perpetual, mutual access and parking easement to the other Party (the “Cross Access and Parking Easement”). The purpose of the Cross Access and Parking Easement is to provide vehicular and pedestrian ingress and egress and parking on, over, upon, and across the Easement Parcels (as defined below) and the City Parcel (as defined below), under the terms and conditions of this Agreement. The Parties agree that a Cross Access and Parking Easement will mutually benefit each Party and is the most efficient and best use of the parking lots on the parcels. This Cross Access and Parking Easement shall run with the land on all parcels and bind the Parties and their successors to the terms herein.

**B. COUNTY’S GRANT**

The County is the owner of certain parcels of real property located in the City of St. George that are particularly described in Exhibit 1 and referred to as the “Easement Parcels”. The County hereby grants to the City a nonexclusive access and parking easement for the Easement Parcels, subject to the following terms:

1. Access and Parking. The City has the right of entry to access and use all parking spaces located on the Easement Parcels. This easement may be used by the City, its employees, tenants, customers, and invitees. The City may not use the Easement Parcels for any purpose not specifically provided herein.
2. Maintenance and Upgrades. The County shall be responsible for the maintenance of the Easement Parcels including landscaping and shall maintain the Easement Parcels in a usable condition. The County may, consistent with this Easement, construct a parking structure on the Easement Parcels, and in which case, the City would be entitled to use the completed parking structure under the same terms of this Agreement.

3. Priority Use. The County shall have priority use of the Easement Parcels and periodically shall have exclusive use. The County will provide the City reasonable notice of the dates and times the County will have exclusive use of the Easement Parcels.

#### C. CITY'S GRANT

The City is the owner of certain real property located in the City of St. George, which is more particularly described in Exhibit 2 and referred to as the "City Parcel". The City hereby grants to the County a nonexclusive access and parking easement for the City Parcel, subject to the following terms:

1. Access and Parking. The County has the right of entry to access and use all parking spaces located on the City Parcel. This easement may be used by the County, its employees, tenants, Dixie Center visitors and presenters, and invitees. The County may not use the Easement Parcels for any purpose not specifically provided herein.
2. Maintenance and Upgrades. The City shall be responsible for the maintenance of the City Parcel including landscaping and shall maintain the City Parcel in a usable condition. The City may, consistent with this Easement, construct a parking structure on the City Parcel, and in which case, the County would be entitled to use the completed parking structure under the same terms of this Agreement.
3. Priority Use. The City shall have priority use of the City Parcel and periodically shall have exclusive use. The City will provide the County reasonable notice of the dates and times the City will have exclusive use of the City Parcel.

#### D. GENERAL PROVISIONS

1. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.
2. Effect of Easements. All of the easements, covenants, restrictions, and provisions contained in this Agreement shall run with the land and be appurtenant to the City Parcel and Easement Parcels, and shall bind all successors in title to the City Parcel and the Easement Parcels..
3. Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual, or entity without prior written consent of the other Party, and neither Party will not unreasonably withhold its consent.
4. Authorization. Each Party hereto hereby represents and warrants that the individual executing this Agreement on behalf of such Party is duly authorized and empowered to



bind the Party, and that this Agreement is valid, binding, and enforceable against the Party in accordance with its terms.

5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.
6. Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control the meaning or construction of any of the provisions hereof.
7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. All other prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. This Agreement may only be modified pursuant to the modification provisions set forth herein.
8. Amendment. The Parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all Parties evidenced by a document that has been fully executed and acknowledged and recorded in the Official Records on file in the Office of the Recorder of Washington County, State of Utah.
9. No Waiver. No waiver of any default of any obligation by any Party shall be implied from any omission by the other Party to take any action with respect to such default.
10. No Agency. Nothing in this Agreement shall be deemed or construed by any person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between any persons.
11. Severability. Each provision of this Agreement and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

(signatures on next page)

CITY: Michelle Randall

\_\_\_\_\_  
Mayor

STATE OF UTAH )

ss.

County of Washington )

On the \_\_\_\_ day of December, 2023, personally appeared before me Michelle Randall, Mayor of the City of St. George, who being duly sworn did say that he executed the foregoing document on behalf of the municipal corporation by authority of a resolution of its City Council, and Michell Randall did duly acknowledge to me that the corporation executed the same.

\_\_\_\_\_  
Notary Public

ATTEST:

\_\_\_\_\_  
By: Christina Fernandez  
St. George City Recorder

Approved as to form:

\_\_\_\_\_  
Tani Downing, City Attorney

IN WITNESS WHEREOF, this Acknowledgement has been executed by a duly authorized representative of the City as of the date first written above.

COUNTY: Adam Snow

\_\_\_\_\_  
Commission Chair

STATE OF UTAH )

ss.

County of Washington )

On the \_\_\_\_ day of December, 2023, personally appeared before me Adam Snow, Washington County Commission Chair, who being duly sworn did say that he executed the foregoing document on behalf of the municipal corporation by authority of a resolution of its County Commission, and Adam did duly acknowledge to me that the corporation executed the same.

\_\_\_\_\_  
Notary Public

ATTEST:

\_\_\_\_\_  
By: Ryan Sullivan  
Washington County Clerk/Auditor

Approved as to form:

\_\_\_\_\_  
Devin Snow, Deputy County Attorney

EXHIBIT 1  
EASEMENT PARCELS

SG-HTNS-6-ERD

Subdivision: HILTON GARDENS (SG) Lot: 6

SG-HTNS-5-ERD

Subdivision: HILTON GARDENS (SG) Lot: 5

EXHIBIT 2  
CITY PARCEL

S: 6 T: 43S R: 15W BEG AT PT ON S LN OF 33 FT WD RSRVD ST GEORGE CITY STREET, SD PT BEING N89°28'23" E 1555.67 FT ALG SEC/L & S00°00'00" E 600.865 FT FM NW COR SEC 6 T43S R15W; TH S00°09'00" E 789.79 FT; TH S28°39'00" E 52.22 FT; TH S49°18'00" E 33.56 FT; TH S04°32'00" W 53.46 FT; TH S07°02'00" W 165.50 FT TO PT ON 1987 FEMA 100 YR FLOOD PLAIN LN; TH ALG SD FLOOD PLAIN LN FOL 4 CRSES: N40°44'50" E 899.09 FT; TH N38°43'16" E 341.38 FT; TH N36°49'58" E 444.94 FT; TH N35°32'51" E 110.03 FT; TH N89°36'30" W 438.21 FT; TH S29°31'46" W 299.01 FT; TH S00°26'43" W 70.26 FT; TH N89°04'00" W 573.12 FT TO POB.

LESS 270 E 1670 S STREET RDWY.

LESS: BEG AT NW COR LOT 173 BLOOMINGTON HILLS 12 SUB, TH S29°00'00" W 122.06 FT ALG L/L TO SW COR SD LOT 173; TH N58°00'00" W 29.53 FT; TH N30°08'38" E 40.73 FT; TH N31°55'08" E 29.26 FT; TH N33°37'31" E 26.37 FT; TH N37°02'21" E 33.09 FT; TH S38°30'00" E 22.12 FT TO POB.

LESS: 270 EAST STREET & 1670 SOUTH STREET DEDICATION AMD & EXT

LESS: BEGINNING AT A POINT BEING THE SOUTHEAST CORNER OF 270 EAST STREET AS DEFINED ON THE ROAD DEDICATION PLAT, ENTRY NO. 00282175, SAID POINT BEING NORTH 89°05'44" WEST 167.26 FEET ALONG THE SECTION LINE AND SOUTH 290.25 FEET FROM THE NORTH QUARTER CORNER OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 88°10'45" EAST 408.06 FEET; THENCE SOUTH 01°22'42" WEST 95.94 FEET; THENCE WESTERLY 96.37 FEET ALONG AN ARC OF A 998.44 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 22°34'43" WEST, LONG CHORD BEARS SOUTH 70°11'11" WEST 96.33 FEET WITH A CENTRAL ANGLE OF 05°31'48"); THENCE SOUTH 72°57'04" WEST 120.56 FEET; THENCE SOUTHWESTERLY 234.35 FEET ALONG AN ARC OF A 217.01 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 17°02'56" EAST, LONG CHORD BEARS SOUTH 42°00'52" WEST 223.13 FEET WITH A CENTRAL ANGLE OF 61°52'25"); THENCE SOUTH 87°07'04" WEST 18.46 FEET; THENCE SOUTHWESTERLY 39.27 FEET ALONG AN ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 02°52'56" EAST, LONG CHORD BEARS SOUTH 42°07'04" WEST 35.36 FEET WITH A CENTRAL ANGLE OF 90°00'00") TO THE EASTERLY LINE OF 270 EAST STREET AS DEFINED ON THE ROAD DEDICATION PLAT, ENTRY NO. 20130016707; THENCE NORTH 02°52'56" WEST 85.00 FEET ALONG SAID EASTERLY LINE; THENCE SOUTHERLY 16.09 FEET ALONG AN ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 87°07'04" EAST, LONG CHORD BEARS SOUTH 21°19'02" EAST 15.81 FEET WITH A CENTRAL ANGLE OF 36°52'12"); THENCE NORTH 02°52'56" WEST 197.20 FEET; THENCE NORTHERLY 59.53 FEET ALONG AN ARC OF A 800.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 87°07'04" EAST, LONG CHORD BEARS NORTH 00°45'02" WEST 59.52



FEET WITH A CENTRAL  
ANGLE OF 04°15'49"); THENCE NORTH 01°22'53" EAST 43.19 FEET TO THE POB.

LESS: LAND IN CONFLUENCE COMMERCIAL CENTER PH 1.

LESS: BEGINNING AT A POINT ON THE WESTERLY LINE OF 270 EAST STREET, SAID POINT BEING NORTH 89°05'44" WEST 243.86 FEET ALONG THE SECTION LINE AND SOUTH 289.02 FEET FROM THE NORTH QUARTER CORNER OF SECTION 6, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING; THENCE SOUTHERLY THE FOLLOWING (3) COURSES ALONG THE WESTERLY LINE OF SAID 270 EAST STREET; THENCE SOUTHERLY 107.88 FEET ALONG AN ARC OF A 1,435.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 88°34'29" EAST, LONG CHORD BEARS SOUTH 00°43'42" EAST 107.86 FEET WITH A CENTRAL ANGLE OF 04°18'27"); THENCE SOUTH 02°52'56" EAST 153.60 FEET; THENCE SOUTHWESTERLY 41.56 FEET ALONG AN ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 87°07'04" WEST, LONG CHORD BEARS SOUTH 44°44'37" WEST 36.94 FEET WITH A CENTRAL ANGLE OF 95°15'07") TO THE NORTHERLY LINE OF 1670 SOUTH STREET; THENCE NORTH 87°37'50" WEST 332.35 FEET ALONG THE NORTHERLY LINE OF 1670 SOUTH STREET; THENCE NORTH 01°52'38" EAST 284.71 FEET; THENCE SOUTH 88°10'37" EAST 339.82 FEET TO THE POINT OF BEGINNING.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING AMENDMENT NUMBER ONE TO THE  
INTERLOCAL COOPERATIVE AGREEMENT BETWEEN WASHINGTON  
COUNTY AND THE CITY OF ST. GEORGE CREATING THE WASHINGTON  
COUNTY INTERLOCAL AGENCY**

**WHEREAS**, on January 6, 1999, Washington County (the "County") a political subdivision of the State of Utah and the City of St. George (the City) a municipal corporation (collectively the "Parties") entered into an Interlocal Cooperative Agreement (the "Original Agreement") for the purpose of forming a separate legal entity to more efficiently provide governmental facilities, services, and improvements for their citizens known as the Washington County Interlocal Agency (the "WCIA"); and

**WHEREAS**, the Parties desire to amend the Interlocal Cooperative Agreement in order to dissolve the WCIA and distribute the assets among the parties.

**NOW THEREFORE, BE IT RESOLVED** that the attached "Amendment Number One to the Interlocal Cooperative Agreement Between Washington County and the City of St. George Creating the Washington County Interlocal Agency" is hereby entered into. This resolution is effective immediately.

PASSED AND ADOPTED by the City Council of the City of St. George, this 7th day of December, 2023.

ST. GEORGE CITY:

ATTEST:

\_\_\_\_\_  
Michele Randall, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

VOTING OF CITY COUNCIL:

City Attorney's Office

Councilmember Hughes \_\_\_\_\_  
Councilmember McArthur \_\_\_\_\_  
Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_

\_\_\_\_\_  
Tani Downing, City Attorney

**Agenda Date:** 12/14/2023

**Agenda Item Number:** 03

**Subject:**

Consider approval of an agreement between Washington County, St. George City, and the Washington County/St. George Interlocal Agency to wind up the Washington County/St. George Interlocal Agency, along with the associated Memorandum of Agreement and Notice of Contractual Lien to be recorded on the Dixie Center property securing the City's 38% interest and the Cross Access and Parking Easement.

**Item at-a-glance:**

Staff Contact: Tani Pack Downing

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

N/A

**Item History (background/project status/public process):**

The 1992 Washington County Interlocal Agreement (WCIA) between the County and the City created the Dixie Center and was to continue in force until the bonds were paid off or January 2027, but in no case longer than 50 years. The bonds were paid off December 2022. The parties agreed to amend the Interlocal Agreement to terminate it December 31, 2023 in order to form a new agreement regarding the ongoing use, management, maintenance, use and operations of the Dixie Center. The agreement generally provides for the following. Property owned by the WCIA will be conveyed as follows: (1) Parcels on which Dixie Center sits to the County with a contract lien to be recorded on the Dixie Center property indicating the City's 38% interest in the property in the event of disposition (change of use, sell, convey or otherwise disposed of); (2) Restaurant pads located west of Hilton Garden Inn jointly owned by County and City 50%/50%; (3) Legacy Park property at Washington County Fairgrounds to County; (4) Two vacant parcels in Kane County and Washington County to County 62%/City 38% interest. A commercial appraisal will be done on the Dixie Center property to determine current value and City's 38% and at the time of disposition another appraisal will be done to determine any increase to the City's value in the Dixie Center property. A cross easement will be recorded on both the Dixie Center parking lot North East of the Dixie Center and the City's property to the East of that parking lot if the County approves of the City's use of the City's property. This cross easement will allow patrons of both the Dixie Center and the City's property to park on either parking lot. Under the agreement, City employees at the Dixie Center will transfer to the County on 1/1/24, with the City paying out PTO and a portion of the sick leave to transferring employees on 12/31/23. The City will be permitted to use the Dixie Center for Municipal Use or Hosted Use without charge (except for costs for outside contract vendors).

**Staff Narrative (need/purpose):**

The 1992 Washington County Interlocal Agreement (WCIA) between the County and the City created the Dixie Center and was to continue in force until the bonds were paid off or January 2027, but in no case longer than 50 years. The bonds were paid off December 2022. The parties agreed to amend the Interlocal Agreement to terminate it December 31, 2023 in order to form a new agreement regarding the ongoing use, management, maintenance, use and operations of the Dixie Center. The agreement generally provides for the following. Property owned by the WCIA will be conveyed as follows: (1) Parcels on which Dixie Center sits to the County with a contract lien to be recorded on the Dixie Center property indicating the City's 38% interest in the property in the event of disposition (change of use, sell, convey or otherwise disposed of); (2) Restaurant pads located west of Hilton Garden Inn jointly owned by County and City 50%/50%; (3) Legacy Park property at Washington County Fairgrounds to County; (4) Two vacant parcels in Kane County and Washington County to County 62%/City 38% interest. A commercial appraisal will be done on the Dixie Center property to determine current value and City's 38% and at the time of disposition another appraisal will be done to determine any increase to the City's value in the Dixie Center property. A cross easement will be recorded on both the Dixie Center parking lot North East of the Dixie Center and the City's property to the East of that parking lot if the County approves of the City's use of the City's property. This cross easement will allow

patrons of both the Dixie Center and the City's property to park on either parking lot. Under the agreement, City employees at the Dixie Center will transfer to the County on 1/1/24, with the City paying out PTO and a portion of the sick leave to transferring employees on 12/31/23. The City will be permitted to use the Dixie Center for Municipal Use or Hosted Use without charge (except for costs for outside contract vendors).

**Name of Legal Dept approver:** Tani Pack Downing

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Staff recommends approval.