

DRAFT

Agenda Item Number :

Request For Council Action

Date Submitted 2014-12-05 11:49:49**Applicant** St. George RDA**Quick Title** RDA - Approve Interlocal Agreement with the City of St. George**Subject** Resolution for the St. George RDA to approve an Interlocal Cooperation Agreement between the City and the RDA for the Fort Pierce CDA #2.**Discussion** It is anticipated the City will approve the Interlocal Agreement on Dec. 18, 2014. This officially authorizes the RDA to approve the agreement and provides that notice of the agreement be given.**Cost** \$0.00**City Manager Recommendation****Action Taken****Requested by** Deanna Brklacich**File Attachments** [RDA & City Interlocal Resolution 11.25.14.pdf](#)**Approved by Legal Department?** Yes**Approved in Budget?** Please Select **Amount:****Additional Comments****Attachments** [RDA & City Interlocal Resolution 11.25.14.pdf](#)

RESOLUTION NO. _____

RESOLUTION OF THE LEGISLATIVE BODY OF THE REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE AND ST. GEORGE CITY

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), and the provisions of the Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the “CDRA Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the Redevelopment Agency of the City of St. George, Utah (the “Agency”) and St. George City (the “City”) are “public agencies” for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the Agency desires to enter into an Interlocal Agreement with the City whereby the City would remit to the Agency a portion of the property tax increment generated within the Fort Pierce Community Development Project Area #2, (the “Project Area”) which would otherwise flow to the City, for the purpose of encouraging development activities through the payment for certain public infrastructure, job-oriented incentives, and other uses that directly benefit the Project Area; and

WHEREAS Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY of the Agency as follows:

1. The Interlocal Cooperation Agreement between the Agency and the City, attached hereto as Exhibit A (the “Agreement”), is approved in final form and shall be executed for, and on behalf of, the Agency by the Chair and Secretary.
2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.
3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the Secretary, the keeper of records of the Agency.
4. The Agency is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for public inspection and copying at the Agency’s offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the legislative body of the Redevelopment Agency of the City of St. George, Utah this _____ day of _____, 2014.

Chair, Redevelopment Agency of St. George City

Attest:

Secretary

Approved as to form:

Attorney for Agency

EXHIBIT A
INTERLOCAL COOPERATION AGREEMENT

DRAFT

Agenda Item Number :

Request For Council Action

Date Submitted 2014-12-05 11:43:19

Applicant St. George RDA

Quick Title RDA - Approve Interlocal Agreement with Washington County

Subject Resolution for the St. George RDA to approve an Interlocal Cooperation Agreement between Washington County and the RDA for the Fort Pierce CDA #2.

Discussion Washington County approved the Interlocal Agreement on Dec. 2, 2014. This officially authorizes the RDA to approve the agreement and provides that notice of the agreement be given.

Cost \$0.00

City Manager Recommendation

Action Taken

Requested by Deanna Brklacich

File Attachments [RDA & County Interlocal Resolution \(11.6.14\).pdf](#)

Approved by Legal Department? Yes

Approved in Budget? Please Select **Amount:**

Additional Comments

Attachments [RDA & County Interlocal Resolution \(11.6.14\).pdf](#)

RESOLUTION NO. _____

RESOLUTION OF THE LEGISLATIVE BODY OF THE REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE AGENCY AND WASHINGTON COUNTY.

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), and the provisions of the Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the “CDRA Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the Redevelopment Agency of the City of St. George, Utah (the “Agency”) and Washington County (the “County”) are “public agencies” for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the Agency desires to enter into an Interlocal Agreement with the County whereby the County would remit to the Agency a portion of the property tax increment generated within the Fort Pierce Community Development Project Area #2, (the “Project Area”) which would otherwise flow to the County, for the purpose of encouraging development activities through the payment for certain public infrastructure, land assembly, and other uses that directly benefit the Project Area; and

WHEREAS Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY of the Agency as follows:

1. The Interlocal Cooperation Agreement between the Agency and the County, substantially in the form attached hereto as Exhibit A (the “Agreement”), is approved in substantially final form and shall be executed for and on behalf of the Agency by the Chair and Secretary. The Agreement hereby approved is approved with such additions, modifications, deletions or other changes as may be deemed necessary or appropriate and approved by the Chair, whose execution thereof on behalf of the Agency shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and/or other changes incorporated therein.

2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the Secretary, the keeper of records of the Agency.

4. The Agency is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for

public inspection and copying at the Agency's offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the legislative body of the Redevelopment Agency of the City of St. George, Utah this _____ day of _____, 2014.

Chair, Redevelopment Agency of St. George City

Attest:

Secretary

Approved as to form:

Attorney for Agency

EXHIBIT A
INTERLOCAL COOPERATION AGREEMENT

DRAFT

Agenda Item Number :

Request For Council Action

Date Submitted 2014-12-05 11:45:14

Applicant St. George RDA

Quick Title RDA - Approve Interlocal Agreement with School District

Subject Resolution for the St. George RDA to approve an Interlocal Cooperation Agreement between the Washington County School District and the RDA for the Fort Pierce CDA #2.

Discussion Washington County School District approved the Interlocal Agreement on Dec. 9, 2014. This officially authorizes the RDA to approve the agreement and provides that notice of the agreement be given.

Cost \$0.00

City Manager Recommendation

Action Taken

Requested by Deanna Brklacich

File Attachments [RDA & School District Interlocal Resolution 11.25.14.pdf](#)

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

Attachments [RDA & School District Interlocal Resolution 11.25.14.pdf](#)

RESOLUTION NO. _____

RESOLUTION OF THE LEGISLATIVE BODY OF THE REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE AND THE WASHINGTON COUNTY SCHOOL DISTRICT

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), and the provisions of the Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the “CDRA Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the Redevelopment Agency of the City of St. George, Utah (the “Agency”) and the Washington County School District (the “School District”) are “public agencies” for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the Agency desires to enter into an Interlocal Agreement with the School District whereby the School District would remit to the Agency a portion of the property tax increment generated within the Fort Pierce Community Development Project Area #2, (the “Project Area”) which would otherwise flow to the School District, for the purpose of encouraging development activities through the payment for certain public infrastructure, job-oriented incentives, and other uses that directly benefit the Project Area; and

WHEREAS Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY of the Agency as follows:

1. The Interlocal Cooperation Agreement between the Agency and the School District, attached hereto as Exhibit A (the “Agreement”), is approved in final form and shall be executed for, and on behalf of, the Agency by the Chair and Secretary.
2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.
3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the Secretary, the keeper of records of the Agency.
4. The Agency is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for

public inspection and copying at the Agency's offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the legislative body of the Redevelopment Agency of the City of St. George, Utah this _____ day of _____, 2014.

Chair, Redevelopment Agency of St. George City

Attest:

Secretary

Approved as to form:

Attorney for Agency

EXHIBIT A
INTERLOCAL COOPERATION AGREEMENT

DRAFT

Agenda Item Number :

Request For Council Action

Date Submitted 2014-12-05 11:51:40

Applicant St. George RDA

Quick Title RDA - Approve Interlocal Agreement with Mosquito Abatement Dist.

Subject Resolution for the St. George RDA to approve an Interlocal Cooperation Agreement between the Southwest Mosquito Abatement District and the RDA for the Fort Pierce CDA #2.

Discussion The Mosquito Abatement District approved the Interlocal Agreement on Dec. 11, 2014. This officially authorizes the RDA to approve the agreement and provides that notice of the agreement be given.

Cost \$0.00

City Manager Recommendation

Action Taken

Requested by Deanna Brklacich

File Attachments [RDA & Mosquito Abatement Interlocal Resolution 11.25.14.pdf](#)

Approved by Legal Department? Yes

Approved in Budget? Please Select **Amount:**

Additional Comments

Attachments [RDA & Mosquito Abatement Interlocal Resolution 11.25.14.pdf](#)

RESOLUTION NO. _____

RESOLUTION OF THE LEGISLATIVE BODY OF THE REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE AND THE SOUTHWEST MOSQUITO ABATEMENT AND CONTROL DISTRICT

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), and the provisions of the Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the “CDRA Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the Redevelopment Agency of the City of St. George, Utah (the “Agency”) and the Southwest Mosquito Abatement and Control District (the “District”) are “public agencies” for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the Agency desires to enter into an Interlocal Agreement with the District whereby the District would remit to the Agency a portion of the property tax increment generated within the Fort Pierce Community Development Project Area #2, (the “Project Area”) which would otherwise flow to the District, for the purpose of encouraging development activities through the payment for certain public infrastructure, job-oriented incentives, and other uses that directly benefit the Project Area; and

WHEREAS Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY of the Agency as follows:

1. The Interlocal Cooperation Agreement between the Agency and the District, attached hereto as Exhibit A (the “Agreement”), is approved in final form and shall be executed for, and on behalf of, the Agency by the Chair and Secretary.
2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.
3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the Secretary, the keeper of records of the Agency.
4. The Agency is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for public inspection and copying at the Agency’s offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the legislative body of the Redevelopment Agency of the City of St. George, Utah this ____ day of _____, 2014.

Chair, Redevelopment Agency of St. George City

Attest:

Secretary
Approved as to form:

Attorney for Agency

EXHIBIT A
INTERLOCAL COOPERATION AGREEMENT

DRAFT

Agenda Item Number :

Request For Council Action

Date Submitted 2014-12-05 11:47:57**Applicant** St. George RDA**Quick Title** RDA - Approve Interlocal Agreement with Water District**Subject** Resolution for the St. George RDA to approve an Interlocal Cooperation Agreement between the Washington County Water Conservancy District and the RDA for the Fort Pierce CDA #2.**Discussion** The Washington County Water Conservancy District approved the Interlocal Agreement on Dec. 16, 2014. This officially authorizes the RDA to approve the agreement and provides that notice of the agreement be given.**Cost** \$0.00**City Manager
Recommendation****Action Taken****Requested by** Deanna Brklacich**File Attachments** [RDA & Water District Interlocal Resolution 11.25.14.pdf](#)**Approved by Legal
Department?** Yes**Approved in Budget?** Please Select **Amount:****Additional Comments****Attachments** [RDA & Water District Interlocal Resolution 11.25.14.pdf](#)

RESOLUTION NO. _____

RESOLUTION OF THE LEGISLATIVE BODY OF THE REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF ST. GEORGE AND THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), and the provisions of the Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the “CDRA Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the Redevelopment Agency of the City of St. George, Utah (the “Agency”) and the Washington County Water Conservancy District (the “District”) are “public agencies” for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the Agency desires to enter into an Interlocal Agreement with the District whereby the District would remit to the Agency a portion of the property tax increment generated within the Fort Pierce Community Development Project Area #2, (the “Project Area”) which would otherwise flow to the District, for the purpose of encouraging development activities through the payment for certain public infrastructure, job-oriented incentives, and other uses that directly benefit the Project Area; and

WHEREAS Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY of the Agency as follows:

1. The Interlocal Cooperation Agreement between the Agency and the District, attached hereto as Exhibit A (the “Agreement”), is approved in final form and shall be executed for, and on behalf of, the Agency by the Chair and Secretary.
2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.
3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the Secretary, the keeper of records of the Agency.
4. The Agency is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for public inspection and copying at the Agency’s offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the legislative body of the Redevelopment Agency of the City of St. George, Utah this ____ day of _____, 2014.

Chair, Redevelopment Agency of St. George City

Attest:

Secretary
Approved as to form:

Attorney for Agency

EXHIBIT A
INTERLOCAL COOPERATION AGREEMENT

**INCENTIVE AGREEMENT BETWEEN THE CITY OF ST. GEORGE AND
INDUSTRIAL BRUSH CORPORATION**

This Incentive Agreement ("Agreement") is made and entered into as of this 4 day of December, 2014, by and among the City of St. George, a municipal corporation and political subdivision of the State of Utah, (the "City"), the St. George Neighborhood Redevelopment Agency (the "Agency"), and Industrial Brush Corporation, a California corporation (the "Company"), collectively referred to herein as "the parties."

RECITALS

WHEREAS, pursuant to the Neighborhood Redevelopment and Renewal Agencies Act, formally codified as Utah Code sections 17B-4-101 *et seq.*, and subsequently renumbered as 17C-1-101 *et seq.* (hereinafter the "CDA Act"), the Agency was legally and duly established by ordinance of the City Council of the City of St. George; and

WHEREAS, the Agency has as a purpose the creation of additional employment opportunities in the City through the attraction and expansion of manufacturing and industrial development in the City; and

WHEREAS, pursuant to the CDA Act, formally codified as Utah Code sections 17B-4-401 through 410, the Agency established the Ft. Pierce Community Development Area #2 by way of resolution of its board and by way of ordinance of the City Council's adopting the Ft. Pierce Community Development Area #2; and

WHEREAS, pursuant to the CDA Act, Utah Code sections formally codified as 17B-4-1001 through 1011, the Agency may receive and use tax increment for the economic development of the City; and

WHEREAS, Company currently designs, manufactures and sells quality brushes for numerous industries. This includes brushes for food processing, wood processing, tractor-trailer wheel shields, and vehicle washing, as examples. Company has purchased property, built a facility, and has begun manufacturing at its facility in the Ft. Pierce Community Development Area #2, located within the municipal boundaries of the City; and



WHEREAS, Company's operations will significantly contribute to the local economic and tax base as well as provide 23 jobs with benefits in the City, with an average annual wage and an average employer-paid contribution for employee benefits equal to 175% of the Washington County average; and

WHEREAS, the City has determined that no similar manufacturing business currently located within the City competes with Company for the same market, that Company manufactures or produces a value-added product, and that the market for the product produced is primarily outside of Washington County; and

WHEREAS, Company's investment at its facility in the Ft. Pierce Community Development Area #2, located within the municipal boundaries of the City St. George, including the land, building, and equipment, will total approximately \$6,000,000.00; and

WHEREAS, Company desires to receive incentives from the City in order to locate its manufacturing facility in the City; and

WHEREAS, the City desires to provide Company a financial incentive (the "Real and Personal Property Tax Incentive") to locate its manufacturing facility in the City; and

WHEREAS, the City and Company have arranged between them for an incentive for locating said manufacturing facility within the City which the parties desire to reduce to writing.

AGREEMENT

NOW, THEREFORE, the parties mutually covenant and agree as follows:

1. Compliance with Real and Personal Property Tax Incentive Requirements.
Company agrees that it shall employ at least twenty-three (23) Qualified Employees at Company's St. George manufacturing facility in order to be eligible for the Real and Personal Property Tax Incentive. A "Qualified Employee" is defined as a permanent full-time position, created at a proximate time to the date of this Agreement, whose primary assignment and duties are in Company's St. George manufacturing facility and whose legal residence is located within the boundaries of Washington County, Utah, and required to work at least thirty-two (32) hours per week with an average annual wage and an average employer-paid contribution for employee benefits equal to 175% of the Washington County

average, for the Term of this Agreement. Company also agrees that its total investment in the Property shall be no less than \$6,000,000.00.

2. Connection Fees and Other Fees. It is not the intent of the City to waive any fees lawfully adopted by the City. Company shall owe and be responsible to pay to the City all applicable connection fees, license fees, and other fees lawfully adopted by the City.
3. Real and Personal Property Tax Incentive. Company shall be eligible to receive the Real and Personal Property Tax Incentive in the form of an annual cash payment from the City in an amount equal to the amount of all new real and personal property taxes above the base year of 2014 (the "Taxes") paid on the property located at 763 E. Commerce Drive, St. George, Utah, 84790, as described in Exhibit "A" (the "Property"), as set forth below.
 - i) Year One: 80% of the Taxes paid in tax year one;
 - ii) Year Two: 80% of the Taxes paid in tax year two;
 - iii) Year Three: 80% of the Taxes paid in tax year three;
 - iv) Year Four: 80% of the Taxes paid in tax year four;
 - v) Year Five: 80% of the Taxes paid in tax year five.

Company shall receive this payment for a period of five (5) tax years after the Date of Occupancy, beginning with the first full tax year after the Date of Occupancy.

4. Date of Occupancy. The "Date of Occupancy" shall be defined as the date Company occupies the Property or the date manufacturing operations began at the Property, whichever is later, provided however that the Date of Occupancy shall not be later than twelve (12) months after the date of this Agreement. Company shall notify the City in writing within ten (10) business days of the date this Agreement specifying when the Property was occupied and the date manufacturing operations began at the Property.



5. Reimbursement of Taxes and Certification Procedure. Company shall submit a written request for reimbursement to the City along with evidence of the Taxes assessed on the Property described in Exhibit "A" and paid to Washington County no later than twelve (12) months from the date on which the Taxes were paid, along with supporting documentation as deemed reasonably necessary by the City Budget Manager to verify compliance with this Agreement. Company shall also submit a written certification that the "Real and Personal Property Tax Incentive Requirements" of paragraph 1 of this Agreement have been met for the entire tax year for which reimbursement is sought.

The City shall reimburse Company within sixty (60) days of the City's receipt of evidence of the Taxes paid on the Property described in Exhibit "A" from the Washington County Assessor, unless the City Budget Manager requires additional information. Any request for additional information shall be made in a timely manner after receipt of Company's reimbursement request. The parties agree that the City has the right to audit the information supplied by Company and Company agrees to cooperate fully in any such audit.

6. Continuous Operation. It is the parties' understanding that Company shall purchase land, construct a facility, occupy the Property, and continuously operate a manufacturing facility in the Ft. Pierce Community Development Area #2, located within the municipal boundaries of the City St. George, for the full Term of this Agreement (as defined in Section 10 of this Agreement). The City shall be relieved of any and all obligations under this Agreement if Company fails to construct and begin lawful operation of a manufacturing facility in the Ft. Pierce Community Development Area #2 within twelve (12) months of the execution of this Agreement.

If at any time, during the Term of this Agreement, Company ceases continuous operation of its manufacturing facility in the Ft. Pierce Community Development Area #2 for a cumulative period exceeding thirty (30) days during any tax year in which the Real and Personal Property Tax Incentive is requested, Company shall be deemed to have breached this Agreement, and the City shall be relieved of any and all remaining obligations under this Agreement from the date of such cessation of operation. In addition, if Company ceases continuous operation before the completion of any tax year within the Term of this Agreement, the City shall not be required to make any partial or pro-rated payment to Company pursuant to the terms of this Agreement.

7. Employment Records. Company shall keep and maintain payroll records and books, as may be reasonably necessary to reflect and disclose fully the number of Qualified Employees employed as required in this Agreement as well as the salary and benefits paid during each year for which reimbursement is sought. All the payroll records and related books and documents shall be made available for inspection, copying, audit and examination at all reasonable times by any authorized representative of the City for purposes of verifying compliance with

the terms of this Agreement. City must provide ten (10) business days written notice before gaining access to such records.

8. 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.
9. Notices. All notices required herein, and subsequent correspondence in connection with this agreement shall be mailed to the following:

City of St. George
Attn: Budget Manager
175 East 200 North
St. George, Utah, 84770

Industrial Brush Corporation
Attn: John Cottam, President
763 East Commerce Drive
St. George, Utah, 84790

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

10. Term. The Term of this Agreement shall be for five (5) full tax years from the Date of Occupancy as defined in Section 4 of this Agreement.
11. Successor Parties. This Agreement shall be binding upon the heirs, assigns, receivers, or successors in interest of the parties.
12. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes any prior such agreements. There are no other agreements, written or oral, except as specifically provided herein.
13. Counterparts. This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
14. Maximum Incentive. In no manner shall the incentive available under this Agreement exceed the amount of the Taxes collected from the property described in Exhibit "A" for the Term of this Agreement.
15. No Joint Venture. Nothing in this agreement is intended to, or shall be deemed to, constitute a joint venture or partnership between Industrial Brush Corporation, the City, and/or the Agency.

WITNESS the hands and seals of the parties, the month, day and year first written above.

CITY OF ST. GEORGE

Industrial Brush Corporation

Jonathan T. Pike
Jonathan T. Pike, Mayor and
Chairman, St. George
Neighborhood Redevelopment Agency

John Cottam
Title: John Cottam, President

ATTEST:

Christina Fernandez
Christina Fernandez, City Recorder



Approved as to form:

Victoria L. Hales assistant
Shawn M. Guzman, City Attorney

de

EXHIBIT A

All real and personal property on a parcel of land located in the Ft. Pierce Community Development Area #2, located within the municipal boundaries of the City St. George, Washington County, Utah, which land is described as:

Beginning at a point North $1^{\circ}10'51''$ East 1384.51 feet along the Section Line and North $90^{\circ}00'00''$ West 279.16 feet from the West Quarter Corner of Section 20, Township 43 South, Range 15 West, Salt Lake Base and Meridian and running thence North $33^{\circ}20'40''$ West 675.33 feet; thence North $54^{\circ}35'35''$ East 426.75 feet; thence South $35^{\circ}09'07''$ East 626.40 feet; thence South $47^{\circ}15'29''$ West 259.94 feet to the point of a 2000.00 foot radius curve to the right; thence Southwesterly through a central angle of $5^{\circ}28'33''$ and along the arc of said curve 191.14 feet to the point of beginning.



**ST. GEORGE NEIGHBORHOOD REDEVELOPMENT AGENCY MINUTES
NOVEMBER 20, 2014
CITY COUNCIL CHAMBERS**

PRESENT:

**Chairman Jon Pike
Agency Member Jimmie Hughes
Agency Member Michele Randall
Agency Member Joe Bowcutt
Agency Member Bette Arial
City Manager Gary Esplin
City Attorney Shawn Guzman
City Recorder Christina Fernandez**

EXCUSED:

Agency Member Gil Almquist

PUBLIC HEARING:

Public hearing to take comments from citizens, taxing agencies, and property owners on the Ft. Pierce Community Development Area #2 (CDA) Budget and Plan.

City Manager Gary Esplin explained that there is a need to create another CDA in the Ft. Pierce. This proposal would be for a 57-acres. The agenda packet includes a map that shows the buildings that will remain. This area includes two new businesses that will return with incentive agreements. The businesses are Environmental Stoneworks and Industrial Brush Company. Each taxing agency will need to opt-in to the CDA through Interlocal Agreements. He has met with each of the taxing entities.

Mayor Pike opened the public hearing.

Ed Baca, citizen, commented that this is what brought these businesses to St. George. This is a good thing for the City and for Ft. Pierce.

Mayor Pike closed the public hearing.

ADOPT THE FT. PIERCE CDA #2 PLAN AND BUDGET/RESOLUTION:

Consider approval of a resolution adopting the Ft. Pierce CDA #2 Plan and Budget.

MOTION: A motion was made by Agency Member Arial to approve the resolution adopting the Ft. Pierce CDA #2 Plan and Budget.

SECOND: The motion was seconded by Agency Member Hughes.

VOTE: Chairman Pike called for a roll call vote, as follows:

Agency Member Hughes - aye
Agency Member Randall - aye
Agency Member Bowcutt - aye
Agency Member Arial - aye

ANNUAL NOVEMBER REPORTS:

Review of the Annual November 1st Reports for each RDA, EDA, and/or CDA within St. George City.

City Manager Gary Esplin advised the City is required to submit annual reports to various RDA's and EDA's in the City. It is interesting to note that the downtown district has one year remaining.

MINUTES:

Consider approval of the minutes of the Redevelopment Agency meeting held August 21, 2014.

MOTION: A motion was made by Agency Member Bowcutt to approve the minutes.
SECOND: The motion was seconded by Agency Member Randall.
VOTE: Chairman Pike called for a roll call vote, as follows:

Agency Member Hughes - aye
Agency Member Randall - aye
Agency Member Bowcutt - aye
Agency Member Arial - aye

The vote was unanimous and the motion carried.

MINUTES:

Consider approval of the minutes of the Redevelopment Agency meeting held September 4, 2014.

MOTION: A motion was made by Agency Member Arial to approve the minutes.
SECOND: The motion was seconded by Agency Member Hughes.
VOTE: Chairman Pike called for a roll call vote, as follows:

Agency Member Hughes - aye
Agency Member Randall - aye
Agency Member Bowcutt - aye
Agency Member Arial - aye

The vote was unanimous and the motion carried.

ADJOURN TO CITY COUNCIL MEETING:

MOTION: A motion was made by Agency Member Arial to adjourn to the City Council meeting.

SECOND: The motion was seconded by Agency Member Hughes.
VOTE: Chairman Pike called for a roll call vote, as follows:

Agency Member Hughes - aye
Agency Member Randall - aye
Agency Member Bowcutt - aye
Agency Member Arial - aye

The vote was unanimous and the motion carried.

Christina Fernandez, City Recorder