

**NOTICE OF ELECTRONIC 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 an electronic regular meeting at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, May 21, 2020 commencing at 5:00 p.m.

The meeting will be broadcast via Zoom. Persons who are allowed to comment during the meeting may also do so via Zoom. To login to the meeting you may do so by visiting: <https://zoom.us/j/99579339540> or by calling one of the following phone numbers:

Meeting ID: 995 7933 9540

One tap mobile

+12532158782,,99579339540# US (Tacoma)
+13462487799,,99579339540# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 301 715 8592 US (Germantown)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)

Meeting ID: 995 7933 9540

Find your local number: <https://zoom.us/u/a6SCBsvdD>

The agenda for the meeting is as follows:

Call to Order

Invocation

Flag Salute

1. Consent Calendar.

a. **Consider approval of an agreement to purchase 0.92 acres of property and 5.20 acres of municipal easement along the Virgin River north of Sun River from the Lalonna G. Anderson Family Trust and Darren J. Coughlin Trust (50/50).**

BACKGROUND and RECOMMENDATION: This agreement is for purchasing 0.92 acres of property and 5.20 acres of municipal easement along the Virgin River north of Sun River for the amount of \$32,200 from the Lalonna G. Anderson Family Trust and Darren J. Coughlin Trust (50/50). Darren Coughlin installed erosion protection improvements in the vicinity of his property. This will give the city access for maintenance in the future. This purchase is fully funded by the Washington County Flood Control Authority. Staff recommends approval.

b. Consider approval of a Property Exchange Agreement with City and Dixie Power for the new Dixie Power substation by the Wastewater Treatment facility, and accompanying Quitclaim Deeds and Easements.

BACKGROUND and RECOMMENDATION: City and Dixie Power have agreed to exchange properties for Dixie Power's new substation, locating it further from Christensen Park and closer to the Wastewater Treatment facility. If approved, this equal exchange of properties will be accomplished through a Property Exchange Agreement, Quitclaim Deeds, and Access and Power Line Easements. Staff recommends approval.

c. Consider approval of a Reimbursement Agreement with Quality Excavation for the installation of a waterline in the White Sands Phase V Subdivision.

BACKGROUND and RECOMMENDATION: This Reimbursement Agreement is for the up-sizing of culinary waterlines within the White Sands Subdivision, Phase V. The City has already executed reimbursement agreements for the waterline upsizing in the previous phases of the White Sands Subdivision. The main waterline will be upsized from an 8" to a 12" diameter line. Staff recommends approval.

d. Consider approval of the Financial report for April 2020.

BACKGROUND and RECOMMENDATION: The City has completed 10 months of the fiscal year or 83.33%. In relation to that, the General Fund revenues are at 79.75%. Some predominant revenues affecting the overall revenue percentages are Current (Real) Property Taxes at 101.44% of budget, General Sales Taxes at 84.36%, Building Permits at 132.17%, and Class C Road allotment at 83.37%. The General Fund expenditures are at 72.88% of the budget through April. The majority of the departments are under budgets and have implemented the City's recession readiness guidelines for the remainder of this fiscal year. Staff recommends approval.

2. Presentation regarding the closing sale of bonds for the Wastewater Treatment Plan.

BACKGROUND and RECOMMENDATION: Presentation by Jason Burningham, on the closing sale of bonds for the Wastewater Treatment Revenue Bonds, Series 2020 in the amount of \$36,090,000 with proceeds used for the Wastewater Treatment Plant expansions project. No action needed.

3. Public hearing and resolution to review and approve amendments to the Fiscal Year 2019-20 Budget.

BACKGROUND and RECOMMENDATION: City departments have submitted requests for adjustments to their fiscal year 2019-20 department budgets per their review and forecasts based upon completion of a little more than 80% of the fiscal year. Budget opening requests are primarily due to adjustments related to employee retirements, increases in expenditures and revenues due to higher-than-anticipated program participation or product sales, project re-allocations, and unforeseen emergency expenditures. Staff recommends taking public comment and approval of the resolution.

4. Consider approval of an ordinance amending Title 2, Chapter 1 of City code as it relates to Planning Commission's powers and duties.

BACKGROUND and RECOMMENDATION: In this last Utah State legislative session, the state legislature passed HB 388 which added additional stipulations on Planning Commissions such as time frames for application review as well as other minor changes. The purpose of this ordinance is to ensure city code complies with the changes made by the state. Staff recommends approval of the changes as proposed.

5. Consider a request for a Hillside Development Permit to allow development of an 18-lot single family housing subdivision to be called Desert Reserve Phase 1 on 3.97 acres located east of the proposed Desert Cliffs residential project. This area is a part of the Desert Canyons Master Plan; zoning is PD-R (Planned Development Residential).

BACKGROUND and RECOMMENDATION: This is for a similar project to The Bluffs in Desert Canyons. The applicant is Development Solutions, representative is Ken Miller. The Planning Commission recommended approval.

6. Consider approval of a preliminary plat for Desert Reserve Phase 1, an 18-lot residential subdivision located south of the future extension of Desert Canyons Parkway and west of Broken Rock Way, approximately 6100 South and 4200 East.

BACKGROUND and RECOMMENDATION: This subdivision is located within the Desert Canyons development south of the future extension of Desert Canyons Parkway and west of Broken Rock Way, approximately 6100 South and 4200 East. The Planning Commission recommended approval.

7. Consider approval of the preliminary plat for Auburn Hills Phase 14, a 40-lot residential subdivision located at the intersection of Fire Sky Drive and Cornelian Parkway.

BACKGROUND and RECOMMENDATION: This proposed subdivision is located within the Desert Color development at the intersection of Fire Sky Drive and Cornelian Parkway. The Planning Commission recommended approval.

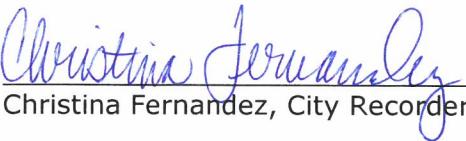
8. Consider approval of a preliminary plat for Stonebridge Center Phase 1, a 6-lot commercial subdivision located at the southeast corner of 1450 South and River Road.

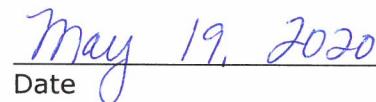
BACKGROUND and RECOMMENDATION: This subdivision is located at the southeast corner of 1450 South and River Road. The Planning Commission recommended approval.

9. Appointments to Boards and Commissions of the City.

10. Reports from Mayor, Councilmembers, and City Manager.

11. **Request a closed session to discuss litigation, property acquisition or sale or the character and professional competence or physical or mental health of an individual.**


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.

DRAFT

Agenda Item Number : **1a**

Request For Council Action

Date Submitted 05/14/2020 09:13 AM

Proposed City Council 05/21/2020
Date

Applicant Jay Sandberg

Subject Consider approval of an agreement to purchase 0.92 acres of property and 5.20 acres of municipal easement along the Virgin River north of Sun River from the Lalonna G. Anderson Family Trust and Darren J. Coughlin Trust (50/50).

Background This agreement is for purchasing 0.92 acres of property and 5.20 acres of municipal easement along the Virgin River north of Sun River for the amount of \$32,200 from the Lalonna G. Anderson Family Trust and Darren J. Coughlin Trust (50/50). Darren Coughlin installed erosion protection improvements in the vicinity of his property. This will give the city access for maintenance in the future. This purchase is fully funded by the WCFCA.

Proposed Resolution Approval

Cost \$32,200

Action Taken

Requested by Jay Sandberg

File Attachments agreementtopurchaserealpropertystc-coughlin-anderson41020203051420091349.pdf

Approved by Legal Department? Yes

Approved by City Admin Services? Yes

Approved in Budget? No **Amount:**



AGREEMENT TO PURCHASE REAL PROPERTY

The City of St. George, a municipal corporation, (the "City"), and Lalonni G. Anderson, Trustee of Lalonni G. Anderson Family Trust, under agreement dated October 20, 2010, ("Anderson"), and Darren J. Coughlin, Trustee of Darren J. Coughlin Trust, dated February 25, 2013, ("Coughlin" and collectively with Anderson, "Seller"), hereby enter this instrument effective as of _____ (the "Effective Date").

RECITALS

A. The City desires to acquire real property consisting of (1) fee interest in parcels 1 and 2 as described on the legal description attached to the form warranty deed attached hereto as Exhibit A (the "Fee Parcels"), and (2) an easement in parcel 3 as described on the legal description attached to the form grant of easement attached hereto as Exhibit B (the "Easement," and collectively with the Fee Parcels, the "Property").

B. Seller has represented to the City that it is willing and able to transfer the Property to the City free and clear of all liens and encumbrances.

C. The parties have discussed various issues with regard to the purchase of the Property by the City (the "Purchase"), have identified terms believed to be acceptable to the parties, and now desire to memorialize the terms in this instrument as a final written expression of their agreement.

TERMS

Based on the foregoing recitals and the following covenants, obligations, terms and conditions, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. **Purchase Price.** On the terms and conditions stated below, the City shall pay Seller the amount of Thirty-Two Thousand, Two Hundred Dollars (\$32,200.00) (the "Purchase Price"), with Anderson and Coughlin each receiving an equal one-half share of the Purchase Price, less the deductions and payments required from Seller hereunder.

2. **Conveyance.** On the terms and conditions stated below, Seller shall convey the Property to the City, free and clear of all liens and encumbrances, by delivering (a) a duly executed and notarized original of the document attached hereto as Exhibit A, titled "Warranty Deed," by which Seller shall convey all of Seller's interest in the Fee Parcels to the City and (b) a duly executed and notarized original of the document attached hereto as Exhibit B, titled "Grant of Easement," by which Seller shall convey the easement interest in the Easement Parcel to the City. The Warranty Deed and the Grant of Easement are referred to herein as the "Conveyance Documents."

AGREEMENT TO PURCHASE REAL PROPERTY

3 Escrow. The Purchase shall be consummated through an escrow through Southern Utah Title Company, attention: Elwin Prince, 157 E. Riverside Drive, Suite 1B, St. George, UT 84790, Phone No.: (435) 652-4804, Email: elwin@sutc.com (“Escrow Agent”).

(a) Opening of Escrow. Immediately upon execution hereof, the parties shall open escrow by delivering a fully executed copy of this instrument to Escrow Agent, along with the duly executed Conveyance Documents executed by Seller and the sum of \$1,000.00 (the “Deposit”) from the City. All interest earned by the Deposit while on deposit with Escrow Agent shall accrue to the benefit of the City. This instrument shall constitute the Escrow Agent’s instructions and Escrow Agent is hereby authorized and instructed to act in accordance with the provisions of this instrument; provided, however, that the parties agree to execute and return to Escrow Agent within 10 days after the receipt thereof such additional standard escrow instructions, not inconsistent with this instrument, that Escrow Agent may reasonably require. No failure by either party to execute such additional standard escrow instructions will affect the validity or enforceability of this instrument in any manner. In the event of any inconsistency between such additional standards escrow instructions and this instrument, the terms of this instrument will prevail.

(b) Closing Conditions. The City shall have no obligation to complete the Purchase unless and until each of the following conditions (the “Closing Conditions”) is met to the satisfaction of the City, as determined by the City in the City’s sole and absolute discretion:

(1) Physical Condition. The City shall approve of the physical condition and circumstances of the Property. To facilitate the City’s approval, within 5 days of the Effective Date Seller shall disclose to the City all documents in Seller’s possession, or issues of which Seller is aware, affecting the physical condition of the property, including but not limited to patent or latent defects, soils, and the presence of any hazardous materials. Further, Seller hereby grants to the City and the City’s agents and consultants a license to enter upon the Property for the purpose of conducting, at the City’s sole expense, the City’s review of the Property. Seller shall reasonably cooperate with the City in the inspection of the Property; provided however that Seller shall not be required to incur any expenses with regard to the City’s inspection. The City shall indemnify, defend, and hold Seller harmless for any expenses or claims resulting from the City’s entry onto the Property. The City shall not engage in any testing which will damage the Property in any way without further written consent from Seller.

(2) Title. The City shall approve of the condition of title and all encumbrances affecting title to the Property. To facilitate the City’s approval, within 5 days of the Effective Date Seller shall disclose to the City all documents in Seller’s possession, or issues of which Seller is aware, affecting title to the property, including any security interests, leases, notices of claim, etc. Further, Escrow Agent shall issue to the City a commitment of title insurance showing all encumbrances shown on public records. If the City disproves of any encumbrances affecting title to the Property which may be removed through the payment of funds, including but not limited to taxes not yet due but appearing as a lien on title to the Property, the City may elect to proceed to complete the Purchase and may, at the City’s sole discretion, direct Escrow Agent to

AGREEMENT TO PURCHASE REAL PROPERTY

pay from the Purchase Price any amounts necessary to secure the release of any such encumbrances.

(3) Legislative Approval. The St. George City Council shall legislatively approve this instrument, in the City Council's sole and absolute discretion.

(c) Failure of Conditions. If any condition is not fulfilled, the City may terminate this instrument at any time by notifying Seller and Escrow Agent in writing, upon which notice this instrument shall be null and void and neither party shall have any further obligation or liability pursuant to this instrument. Upon termination pursuant to this section, Escrow Agent shall return all documents and funds received from either party to the submitting party.

(d) Close of Escrow. If the City approves the Closing Conditions, the City shall notify Seller and Escrow Agent in writing and shall deposit the amount of the Purchase Price, less the Deposit, with Escrow Agent. Upon receipt of the City's notice and the remainder of the Purchase Price, Escrow Agent shall promptly proceed to record the Conveyance Documents and post the Purchase Price, less any obligations attributable to Seller, for delivery to Seller.

(1) The City's Obligations. The City shall be responsible for one-half of the closing costs, it being understood that there will not be any recording fee. The City shall also be responsible for any expenses incurred by the City related to this transaction, including any attorney's fees for the City's attorney, if any, and any commission to the City's broker, if any.

(2) Seller's Obligations. Seller shall be responsible for one-half of the closing costs and shall pay the cost of the owner's policy of title insurance obtained by the City. Seller shall also be responsible for any expenses incurred by Seller related to this transaction, including any attorney's fees for Seller's attorney, if any, any commission to Seller's broker, if any, and the payment of any taxes or fees related to the Property accruing on or before the date warranty deed and the grant of easement are recorded. Further, Seller hereby consents to the payment from the Purchase Price any and all amounts necessary to obtain releases of any encumbrances or liens affecting title to the Property, as directed by the City, including taxes not yet due but appearing as a lien on title to the Property.

4 Representations and Warranties. Seller hereby represents and warrants to the City as follows (collectively, "Seller's Representations"):

(a) Authority. Seller has all requisite power and authority to execute and deliver this instrument, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by Seller of this instrument, and the performance by Seller of its obligations hereunder, have been duly and validly authorized by all necessary action on behalf of Seller. This instrument has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance or other similar law relating to or affecting the rights of creditors generally, or by general equitable principles.

AGREEMENT TO PURCHASE REAL PROPERTY

(b) No Conflicts. The execution and delivery of this instrument and the consummation or the compliance herewith of the transaction contemplated hereby will not: (i) result in any breach of any of the terms or conditions of, or constitute a default under, the organizational documents of Seller, or any material contract by which Seller is bound; (ii) result in any violation of any governmental, law, rule, regulation, judgment, writ, decree, injunction or order applicable to the Property; (iii) require notice to or the consent, authorization, approval, or order of any governmental authority, or (iv) result in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such agreement or instrument, except to the extent otherwise disclosed in this Agreement.

(c) Foreign Status. Seller is not a "foreign person" as defined under Section 1445(f) of the Internal Revenue Code.

(d) Legal Proceedings. There are no claims, actions, suits, or proceedings pending or threatened against the Property or Seller that would reasonably be expected to result in the issuance of a writ, judgment, order or decree restraining, enjoining or otherwise prohibiting or making illegal, the consummation of any of the transactions contemplated by this instrument.

(e) Condemnation. Seller has not received written notice of any existing or pending, condemnation or similar proceedings against or involving the Property or any plan, study or effort to rezone the Property or to widen, modify, regrade or realign any street or highway that borders the Property.

(f) Patriot Act Compliance. Neither Seller nor its affiliates is in violation of any laws relating to terrorism, money laundering or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Action of 2001, Public Law 107-56 and Executive Order No. 13224 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) (the "Executive Order") (collectively, the "Anti-Money Laundering and Anti-Terrorism Laws"). Neither Seller nor its affiliates is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time. Neither Seller nor its affiliates or any of its brokers or other agents in any capacity in connection with the sale of the Property (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person included in the lists referenced above, (ii) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering and Anti-Terrorism Laws. Neither Seller, nor any person or entity controlling or controlled by Seller, is a country, territory, individual or entity named on any of the lists maintained by the United States Department of Commerce (Denied Persons and Entities), the list maintained by the United States Department of Treasury (Specially Designated Nationals and Blocked Persons), and the lists maintained by the United States Department of State (Terrorist Organizations and Debarred Parties)

AGREEMENT TO PURCHASE REAL PROPERTY

(collectively, "Government Lists"), and the monies used by Seller in connection with this instrument and amounts committed with respect hereto, were not and are not derived from any activities that contravene any applicable anti-money laundering or anti-bribery laws and regulations (including funds being derived from any person, entity, country or territory on a Government List or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)).

(g) Environmental Condition. Seller has not treated, recycled, stored, disposed of, arranged for or permitted the disposal of, transported, handled, or released any substance, including Hazardous Materials (as defined below), or operated the Property in violation of Environmental Laws (as defined below) in a manner that would trigger an enforcement action thereunder. "Hazardous Materials" means any gasoline, petroleum, or petroleum products or by-products, radioactive materials, asbestos-containing materials, polychlorinated biphenyls, and any other chemicals, materials, wastes, or substances designated, classified or regulated as hazardous or toxic or as a pollutant or contaminant under any Environmental Law. "Environmental Laws" means any and all federal, state, local, or municipal laws (including common law), rules, orders, regulations, statutes, ordinances, codes, decrees, or other requirements as now or may at any time hereafter be in effect, and any binding judicial or administrative interpretation thereof, including any binding judicial or administrative order, consent decree or judgment, regulating, relating to or imposing liability or standards of conduct concerning pollution or protection of the environment or human health or safety.

(h) Solvency. Seller has not (i) made a general assignment for the benefit of its creditors, (ii) admitted in writing its inability to pay its debts as they mature, (iii) had an attachment, execution or other judicial seizure of any property interest which remains in effect, or (iv) taken, failed to take or submitted to any action indicating a general inability to meet its financial obligations as they accrue. There is not pending any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or recombination of Seller or any of its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking appointment of a receiver, trustee, custodian or other similar official for any of them or for all or any substantial part of its or their property.

(i) Brokers. Seller has not employed any broker, finder, investment banker, or financial advisor as to whom Seller may have any obligation to pay any brokerage or finder's fees, commissions or similar compensation in connection with the transactions contemplated hereby.

(j) Untrue Statements. To the knowledge of Seller, none of the representations and warranties in this Section contains any untrue statement of material fact or omits to state a material fact necessary, in light of the circumstances under which it was made, to make any such representation not misleading in any material respect.

5 Default, Remedies and Termination. It shall constitute an event of default of this instrument if any party fails to timely deliver any of its performances at the times indicated herein. The defaulting party shall also be liable to pay any escrow cancellation charges. In no event shall either party be entitled to recover lost profits or appreciation or other consequential damages. Additionally:

AGREEMENT TO PURCHASE REAL PROPERTY

(a) Default by Seller. If Seller defaults on this instrument, the City's exclusive remedies shall be to either: (i) terminate this instrument; or (ii) pursue an action for specific performance against Seller.

(b) Default by the City. If the City defaults on this instrument, Seller's exclusive remedy shall be to terminate this instrument and receive \$1,000.00 as liquidated damages.

6 Miscellaneous Provisions

(a) Interpretation. Captions and headings are used for reference only and must not be used in construing or interpreting this instrument. All recitals set forth at the beginning of this instrument are, by this reference, fully incorporated into this instrument and the facts recited therein shall be deemed conclusive for any purpose. All exhibits referred to in this instrument are deemed fully incorporated herein, whether or not actually attached. As used herein (i) the singular include the plural (and vice versa) and the masculine or neuter gender include the feminine gender (and vice versa) as the context may require; (ii) locative adverbs such as "herein", "hereto", and "hereunder" refer to this instrument in its entirety and not to any specific section or paragraph; (iii) the terms "include", "including", and similar terms must be construed as though followed immediately by the phrase "but not limited to;" and (iv) the terms "party" and "parties" refer only to a named party or parties to this instrument unless the context requires otherwise. All parties have jointly participated in the negotiation and drafting of this instrument upon advice of their own, independent counsel or had the opportunity to do so, and this instrument must be construed fairly and equally as to all parties as if drafted jointly by them. If there is any conflict between the terms of this instrument and any other related documents, including any exhibits identified herein, the terms of this instrument shall prevail.

(b) Acknowledgement of Public Disclosure Laws. Sponsor hereby acknowledges that the City is subject to the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor, that pursuant thereto all materials submitted by Sponsor pursuant to this Agreement may be subject to disclosure as government records, and that the City has no duty or obligation to withhold any such materials from disclosure in any manner.

(c) Beneficiaries. This instrument shall be binding upon and inure to the benefit of the parties and to their respective heirs, representatives, successors and permitted assignees. This instrument is intended for the exclusive benefit of the parties and permitted assignees and is not intended and shall not be interpreted as conferring any benefit on any third party.

(d) Entire Agreement. The parties intend that this instrument is the final expression of their agreement and constitutes their entire understanding regarding this subject matter. This instrument supersedes any previous or contemporaneous negotiations or communications of any kind between the parties and contains all of the terms agreed upon between the parties. No party relied on any other term, warranty, and/or covenant as an inducement to enter this instrument.

(e) Amendment. The parties shall not amend or modify this instrument in any way unless in writing signed by the parties.

AGREEMENT TO PURCHASE REAL PROPERTY

(f) Further Action. Each party shall promptly do any act or execute and deliver any document reasonably necessary to comply with their respective obligations under this instrument in order to carry out the intent of the parties in consummating this transaction.

(g) Time of the Essence. Time is of the essence in each and every term and provision of this instrument. All references to days herein shall be deemed to refer to calendar days unless otherwise specified. In the event that the final date for performance of any act required by this instrument falls on a Saturday, Sunday, or legal holiday, such act may be performed on the next day which is not a Saturday, Sunday, or legal holiday.

(h) Waiver. Neither the failure of either party to insist upon the timely or full performance of any of the terms and conditions of this instrument, nor the waiver of any breach of any of the terms and conditions of this instrument, shall be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

(i) Severability. If any court of competent jurisdiction declares any portion of this instrument unenforceable, the parties shall deem such portion as severed from this instrument, and shall deem the remaining parts of this instrument, including without limitation the remaining parts of the paragraph of which the unenforceable portion was a part, in full force and effect as though such unenforceable portion had never been part of this instrument. The parties shall replace any such unenforceable portion with an enforceable provision which will achieve, to the extent possible, the purposes of the unenforceable portion.

(j) Forum and Law. Utah law shall govern this instrument without respect to any principles of choice of law or conflicts of law. Jurisdiction and venue of any action commenced relating to this instrument shall be exclusively in courts located in, or with jurisdiction over, Washington County, Utah.

(k) Attorney's Fees. In any civil action to enforce this instrument commenced in a court of proper jurisdiction, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney's fees and costs incurred by the prevailing party, including pre-litigation efforts related to the dispute that is the subject of the action.

(l) Notices, Requests, and Communications. Unless otherwise set forth above, all notices, requests, and communications required by this instrument shall be in writing. Any party delivering any written document shall deliver the written document by any of the following means: (a) certified or registered mail, postage prepaid, return receipt requested, in which case the written document shall be deemed delivered upon the earlier of actual receipt or three business days after the postmark date, (b) recognized commercial overnight courier, in which case the written document shall be deemed delivered one business day after acceptance for next business-day delivery by the courier, or (c) personal delivery, in which case the written document shall be deemed delivered when received. The addresses to which the written documents shall be delivered are as follows:

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If delivered to the City: City of St. George
Attn: City Engineer
175 E. 200 N.
St. George, UT 84770

with a copy to: City of St. George
Attn: City Attorney
175 E. 200 N.
St. George, UT 84770

If delivered to Seller: Lalonna G. Anderson Family Trust, dated
October 20, 2010
c/o Lalonna G. Anderson, Trustee
809 East Commerce Drive
St. George, Utah 84790

Darren J. Coughlin Trust, dated February
25, 2013
c/o Darren J. Anderson, Trustee
809 East Commerce Drive
St. George, Utah 84790

Any party shall deliver notice of change of address in the manner described in this section. Rejection or other refusal to accept a notice or the inability to deliver a notice because of a changed address of which no notice was given will be deemed to constitute receipt of the notice sent.

(m) Execution. By executing this instrument below, the executing individuals acknowledge that (1) they have read this instrument, (2) they understand its terms, (3) they have had the opportunity to have this instrument reviewed by independent counsel, (4) they have the full and complete authority to execute this instrument on their own behalf or on the behalf of any entity which they represent, and (5) they intend to bind themselves or the entity which they represent, if any, to the terms of this instrument in full. The failure of any executing individual to date their signature will not affect the validity of this instrument.

(n) Counterparts. The parties may execute this instrument in multiple counterparts with the same force and effect as if all signatures were set forth in a single document. Facsimile and other copies shall have the same force and effect as the original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES FOLLOW]

AGREEMENT TO PURCHASE REAL PROPERTY

In witness of their intention to be bound by the above terms, the parties hereby execute this instrument as follows:

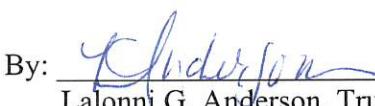
CITY OF ST. GEORGE

Date _____ By: _____
Date Jonathan T. Pike, Mayor

Attested: _____ By: _____
Attested: Christina Fernandez, City Recorder

Approved: _____ By: _____
Approved: Bryan Pack, Assistant City Attorney

LALONNI G. ANDERSON FAMILY TRUST DATED OCTOBER 20, 2010

4-10-20 _____ By: 
Date Laloni G. Anderson, Trustee

DARREN J. COUGHLIN TRUST DATED FEBRUARY 25, 2013

4-10-20 _____ By: 
Date Darren J. Coughlin, Trustee

AGREEMENT TO PURCHASE REAL PROPERTY

EXHIBIT A
Warranty Deed

When Recorded Return To:

City of St. George
Attn: City Attorney
175 East 200 North
St. George, Utah 84770
Tax ID: SG-6-3-14-2240

WARRANTY DEED

Lalonni G. Anderson, Trustee of the Lalonni G. Anderson Family Trust, dated October 20, 2010 and Darren J. Coughlin, Trustee of the Darren J. Coughlin Trust, dated February 25, 2013, Grantor, hereby warrant and convey to the City of St. George, a Utah municipal corporation, Grantee, for the sum of Ten dollars (\$10.00) and other good and valuable consideration, fee title to real property owned by Grantor in Washington County, State of Utah, more fully described as shown on Exhibit A, attached hereto and made hereof.

SUBJECT TO: Covenants, Conditions, Reservations, Rights, Rights of Way, Easements and Encumbrances now of record.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or appertaining.

In witness of an intention to be bound by this instrument, Grantor hereby executes this instrument as follows:

Lalonni G. Anderson Family Trust, dated October 20, 2010

4-10-20

Date

By: Lalonni Anderson

Lalonni G. Anderson, Trustee

STATE OF UTAH)

ss.

COUNTY OF WASHINGTON)

On April 10, 2020, before me, a notary public, personally appeared Lalonni G. Anderson, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he/she executed the same voluntarily for its stated purpose.



Darren J. Coughlin Trust Dated February 25, 2013

1-10-20
Date

By: 
Darren J. Coughlin, Trustee

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On April 10, 2020, before me, a notary public, personally appeared Darren J. Coughlin, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he/she executed the same voluntarily for its stated purpose.





Exhibit "A"

Parcel Descriptions:

All of Lots 16 & 17, of the Tarlton Blair Survey, Recorded as Entry No. 11355 with the Washington County Recorder's Office.

Together with:

The Basis of Bearing for this description is the centerline of Pomegranate Way as defined by two class one monuments. Centerline bearing North 01°16'45" East 684.28 feet

Beginning at a point on the northerly line of Lot 32, Tarlton Blair's Survey, Entry No. 11355 said point being South 01°11'30" East 1904.94 feet from the class one monument at the intersection of Pomegranate Way and Baneberry Drive, said point also being North 483.48 feet and West 1,272.19 feet from the Southeast Corner of Section 14, Township 43 South, Range 16 West, Salt Lake Base & Meridian, and running:

thence South 77°50'22" East 48.04 feet;
thence East 125.71 feet along an arc of a 500.00 foot radius curve to the left (center bears North 12°09'38" East, long chord bears South 85°02'32" East 125.38 feet with a central angle of 14°24'18");
thence North 87°45'19" East 109.32 feet;
thence East 65.92 feet along an arc of a 100.00 foot radius curve to the left (center bears North 02°14'41" West, long chord bears North 68°52'12" East 64.74 feet with a central angle of 37°48'14");
thence North 49°59'05" East 198.92 feet;
thence North 48°48'49" East 100.51 feet;
thence North 46°04'41" East 85.27 feet;
thence North 00°54'42" East 108.68 feet to the northerly line of Lot 24 said Tarlton Blair's Survey;
thence North 88°27'59" East 152.59 feet along said northerly line to the westerly line of Lot 23, said Tarlton Blair's Survey;
thence South 22°17'01" East 117.07 feet along said westerly line of Lot 23 to the southwest corner of said Lot 23;
thence southwesterly the following (2) courses along the southerly line of said Lot 24;
thence South 53°57'59" West 282.92 feet;
thence South 22°42'58" West 82.15 feet to the northeasterly corner of Lot 28, said Tarlton Blair's Survey;
thence westerly the following (2) courses along the northerly line of said Lot 28;
thence South 75°27'59" West 325.18 feet;
thence South 79°12'59" West 260.91 feet;
thence North 01°16'37" East 103.01 feet to the Point of Beginning.

Containing 83,757 square feet or 1.92 acres.



July 30, 2019

AGREEMENT TO PURCHASE REAL PROPERTY

EXHIBIT B
Grant of Municipal Easement

When Recorded Return To:

City of St. George
Attn: City Attorney
175 East 200 North
St. George, Utah 84770
Tax ID: SG-6-3-14-2240

GRANT OF MUNICIPAL EASEMENT

Lalonni G. Anderson, Trustee of the Lalonni G. Anderson Family Trust, dated October 20, 2010 and Darren J. Coughlin, Trustee of the Darren J. Coughlin Trust, dated February 25, 2013, Grantor, hereby grant to the City of St. George, a Utah municipal corporation, Grantee, its successors and assigns, for the sum of Ten dollars (\$10.00) and other good and valuable consideration, a perpetual easement for ingress and egress, to use, install, operate, maintain, repair, remove, relocate and replace municipal utility and drainage facilities; for unimpeded perpetual ingress and egress for vehicular and pedestrian traffic over, upon and across the roads, driveways, access ways, entrances, exits and sidewalks as such currently exist and as may be developed from time to time by Grantor; and for other municipal use, in and along real property owned by Grantor in Washington County, State of Utah, more fully described as shown on Exhibit A, attached hereto and made hereof, to have and to hold forever for the uses and purposes normally associated with municipal uses such as utilities and drainage.

Grantor may not install, build, place or cause or allow anything to be installed, built, or placed in the easement. Grantor may not interfere with the easement in anyway. If any improvement is installed, built, or placed within the easement by Grantor or its successors or assigns, Grantor bears the risk of loss or damage to those improvements resulting from the exercise of the easement rights and Grantee is not responsible to repair, replace, maintain, indemnify or reimburse Grantor for any damage or loss. Grantor shall pay for any extra costs which Grantee incurs as a result of Grantor burdening the easement.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee its successors and assigns.

In witness of an intention to be bound by this instrument, Grantor hereby executes this instrument as follows:

Lalonni G. Anderson Family Trust, dated October 20, 2010

4-10-20

Date

By:

Anderson
Lalonni G. Anderson, Trustee

STATE OF UTAH)
ss.

COUNTY OF WASHINGTON)

On April 17, 2020, before me a notary public, personally appeared Lalonni G. Anderson, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he/she executed the same voluntarily for its stated purpose.



STEPHANIE L. HUTCHINGS
Notary Public
State Of Utah
My Commission Expires 09-01-2020
COMMISSION NO. 690348

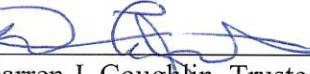
NOTARY PUBLIC

Darren J. Coughlin Trust Dated February 25, 2013

4-10-20

Date

By:


Darren J. Coughlin, Trustee

STATE OF UTAH)
ss.

COUNTY OF WASHINGTON)

On April 10, 2020, before me, a notary public, personally appeared Darren J. Coughlin, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he/she executed the same voluntarily for its stated purpose.

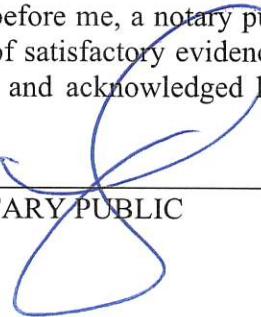

NOTARY PUBLIC





Exhibit "B"

Easement Description:

The Basis of Bearing for this description is the centerline of Pomegranate Way as defined by two class one monuments. Centerline bearing North 01°16'45" East 684.28 feet

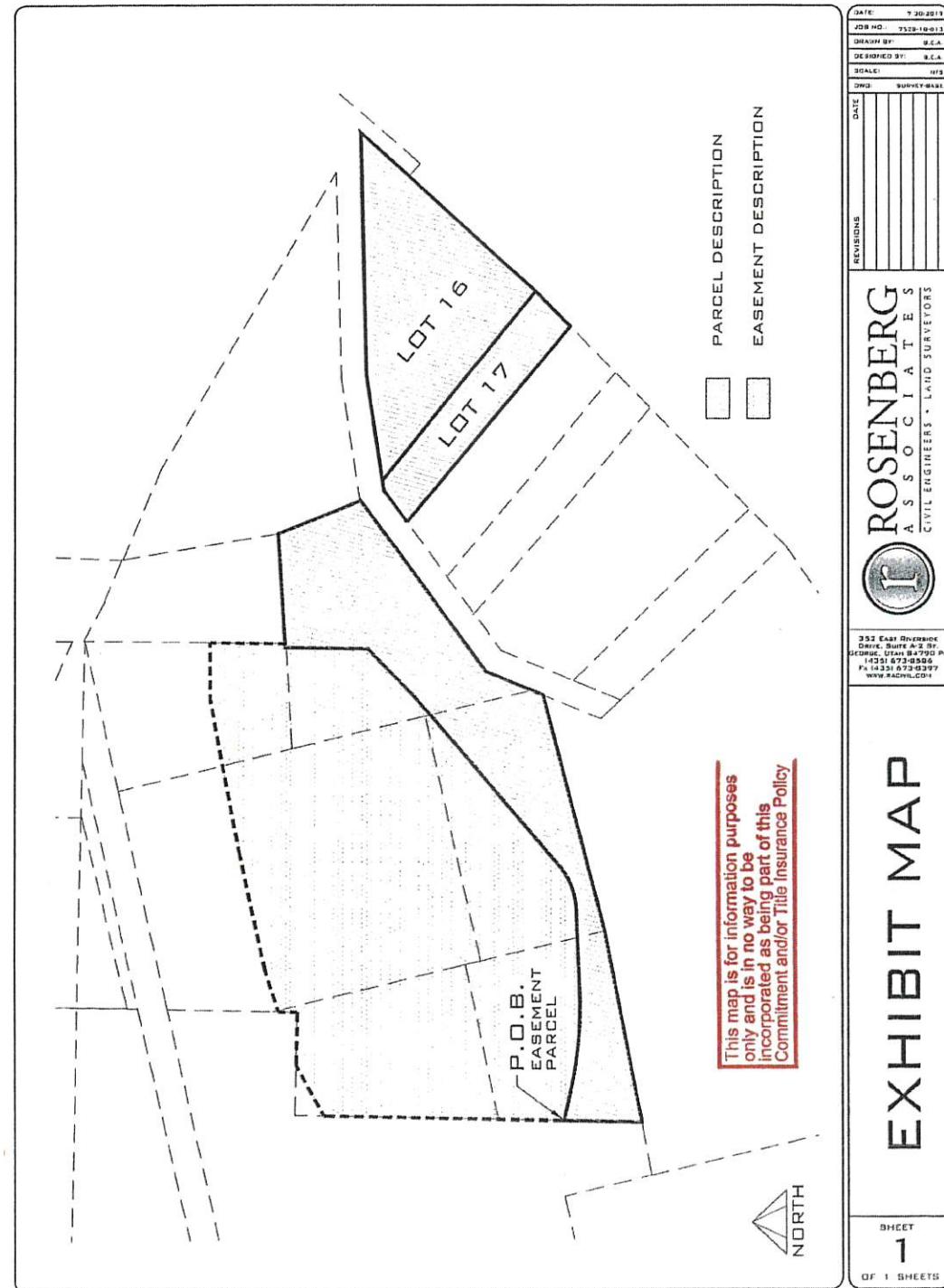
Beginning at a point on the northerly line of Lot 32, Tarlton Blair's Survey, Entry No. 11355 said point being South 01°11'30" East 1904.94 feet from the class one monument at the intersection of Pomegranate Way and Baneberry Drive, said point also being North 483.48 feet and West 1,272.19 feet from the Southeast Corner of Section 14, Township 43 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence North 01°16'37" East 317.12 feet;
thence North 62°06'52" East 77.59 feet;
thence South 88°43'23" East 70.81 feet;
thence North 01°16'37" East 25.11 feet;
thence North 72°14'40" East 57.22 feet;
thence North 77°42'54" East 163.04 feet;
thence North 79°13'04" East 206.60 feet;
thence North 89°24'58" East 75.52 feet;
thence South 00°54'42" West 99.55 feet;
thence South 88°27'59" West 5.09 feet;
thence South 00°54'42" West 108.68 feet;
thence South 46°04'41" West 85.27 feet;
thence South 48°48'49" West 100.51 feet;
thence South 49°59'05" West 198.92 feet;
thence West 65.92 feet along an arc of a 100.00 foot radius curve to the right (center bears North 40°00'55" West, long chord bears South 68°52'12" West 64.74 feet with a central angle of 37°46'14");
thence South 87°45'19" West 109.32 feet;
thence West 125.71 feet along an arc of a 500.00 foot radius curve to the right (center bears North 02°14'41" West, long chord bears North 85°02'32" West 125.38 feet with a central angle of 14°24'18");
thence North 77°50'22" West 48.04 feet to the Point of Beginning.

Containing 226,626 square feet or 5.20 acres.



July 30, 2019



DRAFT

1b

Agenda Item Number :

Request For Council Action

Date Submitted 05/15/2020 03:32 PM

Proposed City Council 05/21/2020
Date

Applicant Shawn Guzman

Subject 05/21 Consider approval of a Property Exchange Agreement with City and Dixie Power for the new Dixie Power substation by the Wastewater Treatment facility, and accompanying Quitclaim Deeds and Easements

Background City and Dixie Power have agreed to exchange properties for Dixie Power's new substation, locating it further from Christensen Park and closer to the Wastewater Treatment facility. If approved, this equal exchange of properties will be accomplished through a Property Exchange Agreement, Quitclaim Deeds, and Access and Power Line Easements.

Proposed Resolution Approval is recommended.

Cost \$N/A

Action Taken

Requested by Victoria Hales

File Attachments dixiepowerpropexchangeag051520153211.docx

Approved by Legal Department? Yes

Approved by City Admin Services? NA

Approved in Budget? N/A **Amount:**

PROPERTY EXCHANGE AGREEMENT

(St. George City and Dixie Power)

THIS PROPERTY EXCHANGE AGREEMENT is made this _____ day of _____, 2020, (the “Effective Date”), by and between CITY OF ST. GEORGE, a Utah municipal corporation (“City”), and DIXIE-ESCALANTE RURAL ELECTRIC ASSOCIATION, INC. (“Dixie Power”), collectively referred to herein as the “Parties.”

RECITALS

- A. The Parties are the owners of certain real property located in St. George, Washington County, State of Utah.
- B. The Parties desire to exchange properties called City Parcel, Exhibit A (“Parcel 1”) and Dixie Power Parcel, Exhibit B (“Parcel 2”), which Exhibits are attached hereto and incorporated herein by this reference (the “Properties”).
- C. When the exchange is complete, Dixie Power will own Parcel 1, and City will own Parcel 2.
- D. City and Dixie Power desire to exchange Parcels 1 and 2, knowingly and willingly.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, representations and warranties hereinafter set forth, and for other valuable consideration outlined herein, the receipt and sufficiency of which are hereby acknowledged, City and Dixie Power the City agree as follows:

DEFINITIONS. The following terms shall have the following meanings when used in this Agreement:

Agreement – This Property Exchange Agreement, including all exhibits attached hereto (hereinafter the “Agreement”).

Business Day – A day other than a Saturday, Sunday or day on which banking institutions in Utah are authorized, or required by law or executive order, to be closed.

Closing. The closing and consummation of the Transaction, as evidenced by delivery of all required documents between the Parties, including the recording of any related documents.

Hazardous Materials – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including, without limitation, any and all petroleum based products) as presently defined by any federal, state, or local environmental and/or health law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (c) the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., and (f) all state or local environmental laws, and (g) any and all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by or under any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.

Transaction – The exchange of Parcels 1 and 2, with Parcel 1 currently owned by the City to Dixie Power, and Parcel 2 currently owned by Dixie Power to City, all as contemplated by this Agreement.

PROPERTY. The Property is particularly described on Exhibits A and B, attached hereto and incorporated herein.

E.

EXCHANGE AGREEMENT. The Parties hereby agree to exchange properties as described in the Recitals. The Transaction shall be completed in accordance with, and subject to, the terms, conditions, and provisions fully set forth herein, including, but not limited to:

F. 3.1 City Responsibilities. City agrees to deliver to Dixie Power a Quitclaim Deed for City Parcel, Parcel 1, after both Parties have met the conditions in this Agreement. City also agrees to deliver to Dixie Power an Access Easement and Power Line Easement, providing Dixie Power with access from Parcel 1 to undedicated roadway called 3780 South Street and providing Dixie Power with power line easements, all as set forth in Exhibit C, attached hereto and incorporated herein. All City fees associated with the application to zone or re-zone the Property, and the application for approval of a lot split, lot merger, lot line adjustment, site plans, plats, surveys, soil tests, or project approvals, shall be the sole responsibility of Dixie Power, and comply with all ordinances and policies of the City of St. George.

G. 3.2 Dixie Power Responsibilities. Dixie Power agrees to deliver to City a Quitclaim Deed for Dixie Power Parcel, Parcel 2, after both Parties have met the conditions in this Agreement. The Agreement is not conditioned on the Property being zoned or approved for any zone or project.

H.

I.

EXCHANGE CONSIDERATION. The consideration for the exchange is the value of the respective Properties to each final owner, taking into the account the needs of each owner for the

use of each Property, and the needs of the citizens and rate payers of the Parties.

J.

CLOSING.

K. 5.1. Time and Place. The Closing for the Transaction shall take place at a mutually agreed time, in the office of the City on or before October 29, 2020, the Closing Date.

City's Closing Deliveries. At the Closing, City shall deliver, or cause to be delivered, to Dixie Power, as applicable:

A Quitclaim Deed for the Property (Parcel 1) in the form of Exhibit D attached hereto, fully executed and properly acknowledged by City;

L.

An Access Easement and Power Line Easement in the form of Exhibit C attached hereto, fully executed and properly acknowledged by City; and

Such other funds, instruments and documents as may be reasonably requested by Dixie Power or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to City's prior approval thereof, which approval shall not be unreasonably withheld).

Dixie Power's Closing Deliveries. At or before the Closing, Dixie Power shall deliver to City:

M. 5.2.1. A Quitclaim Deed for the Property (Parcel 2) in the form of Exhibit E attached hereto, fully executed and properly acknowledged by Dixie Power; and

N.

0.0. Such other funds, instruments and documents as may be reasonably requested by City or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Dixie Power's prior approval thereof, which approval shall not be unreasonably withheld).

Prorations and Closing Costs.

Except as expressly set forth in this Agreement, each party must bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation, and conduct of the Transaction. Closing costs shall be paid by Dixie Power, and are anticipated to be the recording fees for the documents in paragraph 5.2 of this Agreement. Each acquiring party shall pay for the standard-coverage policy of title insurance insuring the acquired property, if the acquiring party desires title insurance. If the Closing occurs at a Title

Company, the Parties agree to share the Title Company fees equally.

O.

The original owner shall be responsible to pay rollback taxes for the property they are transferring, up to and including the Closing Date, if any.

P.

All prorations for this year, including, but not limited to, association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be prorated between the Parties as of Closing.

Dixie Power agrees to be responsible for taxes, assessments, utilities, and other services provided to Parcel 1 after Closing. City agrees to be responsible for taxes, assessments, utilities, and other services provided to Parcel 2 after Closing.

Q.

Documents. After Closing, Dixie Power shall record the documents referred to herein in the proper sequence.

R.

Possession. The Parties shall be entitled to possession of the exchanged Property after all documents have been recorded as provided herein, and all terms of the Agreement have been met.

Termination. If the Transaction does not close on or before the Closing Date for any reason, unless extended, this Agreement shall automatically be terminated.

S.

“AS IS” PURCHASE OR EXCHANGE.

Disclaimer. City has not made to Dixie Power, and Dixie Power has not made to City, any warranty, certification, or representation, express or implied, written or oral, statutory or otherwise, concerning Parcel 1 or Parcel 2. Without limiting the generality of the foregoing, City has not made to Dixie Power, and Dixie Power has not made to City, any warranty, certification, or representation related to: (i) the condition of title to the Parcel 1 or Parcel 2 (except as set forth in the Quitclaim Deeds); (ii) the nature, physical condition or any other aspect of the Properties; (iii) the existence of Hazardous Materials in, on, about, around, under or affecting Parcel 1 or Parcel 2; (iv) the compliance of Parcel 1 or Parcel 2 with any federal, state or local laws, ordinances, statutes, rules, codes or regulations (including, without limitation, any environmental laws, building codes, or zoning codes), (v) the size, dimensions or square footage of Parcel 1 or Parcel 2, (vi) the fitness of Parcel 1 or Parcel 2 for any particular purpose (including without limitation the current use thereof); (vii) any economic feasibility of Parcel 1 or Parcel 2, or (viii) any development rights or permits (or lack thereof) associated with Parcel 1 or Parcel 2. The absence of warranties, certifications, or representations about each Property is acknowledged by City and Dixie Power.

T.

Acceptance. Subject to the express terms of this Agreement, City and Dixie Power acknowledge for it and its successors and assigns, that it will be acquiring Parcel 1

or Parcel 2 based solely upon its own investigation and inspection thereof. City and Dixie Power agree that Parcel 1 and Parcel 2 shall be exchanged, and City and Dixie Power shall accept title to and possession of Parcel 1 or Parcel 2 on the Closing Date, "as is, where is, with all faults" with no right of set off or reduction in the exchange consideration, and that except as set forth in the deed, such exchange shall be without representation, certification, or warranty of any kind, express or implied, oral or written, statutory or otherwise, and City and Dixie Power hereby disclaim and renounce any such representation, certification, or warranty.

Compliance. City and Dixie Power are fully responsible for compliance with all City, State, and Federal rules, regulations, statutes, ordinances, resolutions, and policies ("Laws") applicable to Parcel 1 or Parcel 2. All improvements to Parcel 1 or Parcel 2 shall be constructed or performed by the owner in compliance with all applicable laws, including, but not limited to, all planning and zoning codes, and building and safety codes, and with required permits from any applicable governmental entity. City and Dixie Power acknowledge that it shall accept title to Parcel 1 or Parcel 2 without representations or warranties the Properties are fit for any intended purpose.

U.

BROKER'S COMMISSION. Dixie Power and City represent and warrant that they have not dealt with any broker or finder in connection with this Agreement or the Transaction. Dixie Power and City shall and do hereby each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Transaction based on any act by or agreement or contract with the indemnifying party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the other party on account of or arising from any such claim, demand or suit.

V.

ATTORNEYS' FEES. If there is any litigation between City and Dixie Power to enforce or interpret any provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court, shall pay to the prevailing party, as determined by the court, all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by the prevailing party, such fees to be determined by the court sitting without a jury.

NOTICES. Except as otherwise required by law, any notice, demand, or request given in connection with the Transaction and this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, electronic mail, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to City or Dixie Power at the following addresses (or at such other address as City or Dixie Power or the person receiving copies may designate in writing given in accordance with this Section):

CITY: City of St. George

175 East 200 North
St. George, UT 84770

Attn: Legal Department
Phone: (435) 627-4606

Email: diana.hamblin@sgcity.org

DIXIE POWER: ~~Dixie Esealante Rural Electric Association~~
145 West Brigham Road
St. George, Utah 84790

Attn: LaDel Laub, CEO
Phone: (435) 673-3297

W.

Email: ladel@dixiepower.com

X.

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or email, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received or delivery is refused.

ADDITIONAL ACTS. The Parties agree to promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.

Y.

DEFAULT. If Dixie Power defaults, City may sue Dixie Power to specifically enforce this Agreement or pursue other remedies available in law or equity. If City defaults, Dixie Power may sue City to specifically enforce this Agreement or pursue other remedies available in law or equity.

ABROGATION. The terms, duties, and covenants of this Agreement shall survive Closing.

Z.

GOVERNING LAW; JURISDICTION. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah.

BUSINESS DAYS. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

WAIVER. The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same document and agreement.

ENTIRE AGREEMENT/AMENDMENT. This Agreement sets forth the entire understanding of the Parties with respect to the matters set forth herein as of the date hereof, and supersedes all prior oral and written agreements, discussions and understandings of the Parties hereto as to the matters set forth herein, and cannot be altered or amended except pursuant to an instrument in

writing signed by both Dixie Power and City.

CONSTRUCTION. This Agreement is the result of negotiations between the Parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. City and Dixie Power hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that provides in effect that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

INTERPRETATION. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Agreement and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intentions as expressed in this Agreement, which shall be deemed to prevail and control.

HEADINGS. The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

NO THIRD PARTY BENEFICIARY. No term or provision of this Agreement, or the exhibits hereto, is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker), and no such other person, firm, corporation or entity shall have any right or cause of action hereunder.

SEVERABILITY. If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof so long as removing the severed portion does not materially alter the overall intent of this Agreement.

TIME IS OF THE ESSENCE. With respect to all dates and time periods set forth in this Agreement, time is of the essence and such dates and time periods shall be strictly adhered to and enforced.

AUTHORITY OF SIGNERS. If Dixie Power or City is a corporation, partnership, trust, estate, limited liability company, or other entity, the person executing this Agreement on its behalf warrants his or her authority to do so and to bind Dixie Power or City.

IN WITNESS WHEREOF, City and Dixie Power have executed this Agreement as of the Effective Date.

CITY OF ST. GEORGE,
a Utah municipal corporation

DIXIE ESCALANTE RURAL ELECTRIC
ASSN., INC., a Utah Corporation

By: _____
Name: Jonathan T. Pike, Mayor

By: _____
Name: LaDel Laub
Title President and CEO

ATTEST:

Christina Fernandez, City Recorder

Approved as to form:

Victoria Hales, Assistant City Attorney

Exhibit A

City of St. George to Dixie Power

Beginning at a point on the section line common to Section 14 and Section 15, Township 43 South, Range 16 West, Salt Lake Base & Meridian, said point being 537.78 feet South 1°19'59" West along said section line from the Quarter Corner common to said Section 14 and Section 15, said point also being the POINT OF BEGINNING; thence continue along said section line of Section 14 and Section 15, South 01°19'59" West 246.70 feet; thence North 88°44'30" West 333.00 feet; thence North 01°18'59" East 105.03 feet; thence North 67°56'12" East 356.55 feet; thence North 86°07'28" East 5.82 feet to the POINT OF BEGINNING. Containing 58,891.65 square feet or 1.352 acres, more or less.

Exhibit B

Dixie Power to City of St. George

A parcel of land which is located in and being part of the "Lars J. Larson's Survey" of the Southwest 1/4 and Northwest 1/4 of Section 14, T43S, R16W, SLB&M being more particularly described as follows:

BEGINNING at a point on the southerly line of said "Lars J. Larson's Survey" of 1911. Said point being S 0°01'45" W 637.26 feet along the section line and the west line of said survey and east 1104.39 feet from the West 1/4 Corner of Section 14, T43S, R16W, SLB&M and running thence North 228.97 feet to the southerly right-of-way line of the proposed extension westerly of 3780 South Street; thence along the said southerly line of roadway and extension thereof N 86°12' E 466.22 feet; thence leaving said roadway S 3°32'48" E 22.186 feet to the southerly line of said "Lars J. Larson's Survey;" thence along said southerly line S 63°00' W 523.645 feet to the point of beginning. Containing 1.345 acres.

SUBJECT TO the attached easement:

BEGINNING at a point on the southerly line of the proposed extension westerly of 3780 South Street said point being S 0°01'45" W 337.39 feet along the section line and East 1569.46 feet from the West 1/4 corner of Section 14, T43S, R16W, SLB&M and running thence S 3°32'48" E 107.82 feet; thence S 20°15'45" E 187.135 feet; thence N 69°44'15" E 50.00 feet; thence N 20°15'45" W 179.79 feet; thence N 3°32'48" W 100.69 feet to the said southerly line of 3780 South Street thence along said proposed right-of-way S 86°12' W 50.00 feet to the point of beginning.

Containing 0.33 ac.

When Recorded Return To:
City of St. George
City Attorney's Office
175 East 200 North
St. George, Utah 84770

Tax ID: SG-6-3-15-2110, SG-6-3-14-310

**ACCESS EASEMENT AND POWER LINE EASEMENT
(To Dixie Power from St. George City)**

For and in consideration of Ten Dollars and other good and valuable consideration paid to City of St. George, a Utah municipal corporation ("City" or "Grantor"), by the Dixie Escalante Rural Electric Association, Inc. a cooperative corporation ("Dixie Power" or "Grantee"), whose post office address is: 71 East Highway 56, Beryl, UT 84714, or 145 W Brigham Road, St. George, UT 84790, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto Grantee, its successors and assigns, the following easements:

Access Easement

A perpetual access easement for ingress and egress for the purpose of accessing the Grantee's electrical substation, on the easement property described herein, which is owned by Grantor in Washington County, State of Utah, and being more fully described as follows:

See Exhibit 1 and Exhibit Map attached hereto and made a part hereof.

TO HAVE AND TO HOLD such easement property to Grantee, forever, for the uses and purposes normally associated with access (hereinafter the Access Easement).

Grantee may not install, build, place, or cause or allow anything to be installed, built, or placed in the Access Easement that restricts the use of City's underground sewer and water infrastructure. It is anticipated that driveways, pavement, gravel, and non-invasive low level vegetation may be constructed or placed in the Access Easement by Grantee. Grantee shall not install any landscape trees in the Access Easement area. Grantee shall not install any low level vegetation that has invasive root systems in the Access Easement area that may impact City's underground sewer and water infrastructure. If Grantee installs, builds, or places anything within the Access Easement area, Grantee bears the risk of loss or damage to those improvements resulting from the exercise of Grantor's rights, and Grantor is not responsible to repair, replace, maintain, indemnify, or reimburse Grantee for any damage or loss. Grantor shall not impair Grantee's access rights except as reasonably necessary to construct, install, operate, inspect, repair, maintain, replace, remove, or expand the public uses of City, including, but not limited to, the underground water and sewer infrastructure.

Power Line Easement

A perpetual power line easement to construct, install, use, enjoy, operate, inspect, repair, maintain, replace, remove, and expand an electric distribution line, on the easement properties described herein, which are owned by Grantor in Washington County, State of Utah, and being more fully described as follows:

See Exhibits 2 and 3 and Exhibit Map attached hereto and made a part hereof.

TO HAVE AND TO HOLD such easement properties to Grantee, forever, for the uses and purposes normally associated with use as an electric distribution line (hereinafter the "Power Line Easement").

If Grantee repairs, replaces, or relocates existing power lines, poles, and/or guy wires, work shall be conducted in a manner compatible with the other public uses in the area in order to minimize interruption and interference with the City's uses. Grantee's uses shall be conducted in a manner compatible with the public uses. Grantee agrees to restore the premises and repair any damage which may occur as a result of Grantee's activities in the Power Line Easement area. If Grantee installs, builds, or places anything within the Power Line Easement area, Grantee bears the risk of loss or damage to those improvements resulting from the exercise of Grantor's rights, and Grantor is not responsible to repair, replace, maintain, indemnify, or reimburse Grantee for any damage or loss. Grantor shall not impair Grantee's Power Line Easement rights except as reasonably necessary to construct, install, operate, inspect, repair, maintain, replace, remove, or expand the public uses of City, including, but not limited to, the underground water and sewer infrastructure.

General Provisions for the Access Easement and Power Line Easement

Indemnification. Grantor and Grantee hereby indemnify and hold harmless the other, and their employees, agents, officers, representatives, successors, and assigns, from and against any and all claims, losses, actions, causes of action, fees, liability, demands, damages, costs, expenses, and legal fees for any loss, injury, death, or damage to persons or property which at any time is suffered or sustained by the other indemnified party, the public, or by any person whosoever may at any time be using, occupying, visiting, or maintaining the Access Easement and Power Line Easement areas, when such loss, injury, death, or damage is resulting from, related to, or on account of any negligent act or omission or intentional misconduct of the other indemnified party, or their agents, servants, employees, invitees, or contractors. In case of any action or proceeding brought against any Grantor, Grantee, or indemnified party, by reason of such a claim, upon notice, the party found to be liable shall pay all costs and expenses, including the costs of witnesses, travel costs, attorneys' fees, and any other expenses whatsoever, incurred by any of the other indemnified party to defend such action or proceeding. Grantor and Grantee may employ attorneys of their own choosing to appear and defend the claim or action on its own behalf at the expense of the liable party. If Grantor or Grantee is later found by a court of competent jurisdiction to have been required to indemnify the other, then, in addition to any other remedies, the liable party shall pay reasonable costs, expenses, and attorneys' fees incurred in obtaining such indemnification, defending itself, or enforcing the indemnification provisions, including appeals.

Survival Agreement to Run with the Land. The easement rights, grants, and other provisions herein, shall constitute a covenant running with the land for the benefit of Grantee, and its successors and assigns. The rights, grants, and other provisions of this easement also shall survive any claim of merger by the Grantor, or others.

Governmental Immunity. Nothing in this easement is intended to, or shall be deemed to, waive the governmental immunity of the City of St. George as set forth in applicable statutory and case law.

Amendment. The provisions, terms, conditions, and rights in this easement cannot be assigned, sold, transferred, or otherwise disposed of to any other party, individual, or entity, without also assigning the duties, obligations, and responsibilities. The terms of this easement cannot be modified or amended without the express, written consent of all the Parties, or their successors or assigns. All of the provisions in this easement shall inure to the benefit of and be binding on the successors and assigns of the Parties hereto.

Headings. The descriptive headings of this easement are for convenience only, and shall not control the meaning or construction of any of the provisions hereof.

Authorization. Each Party hereto represents and warrants that the individual executing this easement is duly authorized and empowered to bind the named Party.

Counterparts. This easement may be executed in 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 combined and attached to a single instrument, so that the signatures of the Parties are physically attached to a single document.

Attorneys' Fees. In the event a Party institutes any legal action or proceeding for enforcement of any right or obligation contained in this easement, the prevailing Party shall be entitled to recover reasonable costs and expenses, including attorneys' fees, incurred, regardless of whether formal legal proceedings are commenced, and including pre and post judgment proceedings, and appeals.

Agency. Nothing in this easement shall be construed by any person to create a relationship of principal and agent, limited or general partner, joint venturer, or any other association between the Parties. This Agreement is not intended to inure to the benefit of any person, firm, or entity not a Party hereto, and no one else has any right or cause of action hereunder.

Severability. If any part or provision in this easement is deemed invalid or unenforceable by a court of competent jurisdiction, that decision shall not affect any other part or provision. If any covenant, condition, or provision is deemed invalid in scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

Governing Law and Venue. This easement shall be construed according to the laws of the State of Utah. The Parties agree that the venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be in 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.

choosing, and the rule of contracts requiring interpretation of a contract against the Party drafting the same hereby is waived, and shall not apply in interpreting this easement.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of
_____, 20_____.

GRANTOR: CITY OF ST. GEORGE

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

APPROVED AS TO FORM:

Victoria H. Hales, Assistant City Attorney

GRANTEE: DIXIE ESCALANTE RURAL ELECTRIC ASSOCIATION

LaDel Laub, President and CEO

STATE OF UTAH)
ss.
WASHINGTON COUNTY)

On the _____ day of _____, 2020, appeared before me Jonathan T. Pike, Mayor of the City of St. George, and Christina Fernandez, City Recorder of the City of St. George, who being duly sworn did say,

said corporation by authority of its City Council, and said Jonathan T. Pike and Christina Fernandez each duly acknowledged to me that said corporation executed the same for the uses and purposes stated therein.

Notary Public

STATE OF UTAH)
ss.
WASHINGTON COUNTY)

On the _____ day of _____ 20____, personally appeared before me LaDel Laub, who being by me duly sworn did say that he is the President and CEO of Dixie Escalante Rural Electric Association, Inc., and that he executed the foregoing document on behalf of said association being authorized and empowered to do so by the operating agreement or at the direction of said association, and he did duly acknowledge to me that such corporation executed the same for the uses and purposes stated therein.

Notary Public

Ingress and Egress Easement to Dixie Power

Beginning at a point on the section line common to Section 14 and Section 15, Township 43 South, Range 16 West, Salt Lake Base & Meridian, said point being 537.78 feet South $1^{\circ}19'59''$ West along said section line from the Quarter Corner common to said Section 14 and Section 15, said point also being the POINT OF BEGINNING;
thence South $86^{\circ}07'28''$ West 5.82 feet;
thence South $67^{\circ}56'12''$ West 356.55 feet;
thence North $01^{\circ}18'26''$ East 53.34 feet;
thence North $64^{\circ}29'28''$ East 255.56 feet to a point of curve to the right having a radius of 282.93 feet and a central angle of $22^{\circ}14'08''$; thence Easterly along the arc a distance of 109.80 feet to said section line of Section 14 and Section 15;
thence South $01^{\circ}19'59''$ West 56.19 feet along said section line of Section 14 and Section 15 to the POINT OF BEGINNING.
Containing 20,991.89 square feet or 0.4819 acres, more or less.

LEGAL DESCRIPTION AND EXHIBIT MAP (Power Line Easement)

**Power Line Easement from St. George City to Dixie Power
(along 3780 South Street)**

An easement being 15.00 feet wide on either side of the following described line (30.00 feet in total width):

Beginning at a point being on an existing power line, said point being 1,659.42 feet South 88°44'26" East along the section line and 626.83 feet South 01°15'34" West from the Quarter Corner common to said Section 14 and Section 15, Township 43 South, Range 16 West, Salt Lake Base & Meridian said point also being the POINT OF BEGINNING; thence North 30°47'04" West 275.93 feet; thence South 87°24'36" West 1,916.90 feet; thence South 53°40'03" West 1,089.26 feet to the POINT OF ENDING.

LEGAL DESCRIPTION AND EXHIBIT MAP (Power Line Easement)

Powerline Easement from St. George City to Dixie Power
(by Christensen Park)

(see following pages)

Exhibit "3"

25' Access Easement Across Parcel No. SG-6-3-14-310:

Beginning at a point on the southerly line of 3780 South Street, said point being South 01°16'24" West 424.56 feet along the extension of the section line and East 1,491.76 feet from the West Quarter Corner of Section 14, Township 43 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence North 86°20'26" East 25.86 feet along said southerly line; thence South 18°30'09" East 33.03 feet; thence South 64°00'01" West 25.22 feet; thence North 18°30'09" West 42.94 feet to the Point of Beginning.

February 19, 2020

When Recorded Return To:

City of St. George
175 East 200 North
St. George, Utah 84770

Tax ID: SG-6-3-15-2110

QUITCLAIM DEED

The City of St. George, a Utah municipal corporation, Grantor, in consideration of the sum of Ten Dollars, and other good and valuable consideration paid to Grantor by Grantee, receipt of which hereby is acknowledged, does hereby QUITCLAIM to Dixie Power, a Utah Corporation, Grantee, the following described tract of land in Washington County, State of Utah:

See Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH all improvements and appurtenances thereunto belonging, and being SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

TO HAVE AND TO HOLD such property to Grantee, forever.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed this ____ day of _____, 2020.

GRANTOR: CITY OF ST. GEORGE

Attest:

Jonathan T. Pike, Mayor

Christina Fernandez, City Recorder

Approved as to form:

Victoria Hales, Assistant City Attorney

STATE OF UTAH)
WASHINGTON COUNTY) ss.

On the _____ day of _____, 2020, appeared before me Jonathan T. Pike, Mayor of the City of St. George, and Christina Fernandez, City Recorder of the City of St. George, who being duly sworn did say, each for himself and herself, that the within and foregoing instrument was signed by him in behalf of said corporation by authority of its City Council, and said Jonathan T. Pike and Christina Fernandez each duly acknowledged to me that said corporation executed the same.

Notary Public

When Recorded Return To:
City of St. George
175 East 200 North
St. George, Utah 84770

Tax ID: SG-6-3-14-310

QUITCLAIM DEED

DIXIE-ESCALANTE RURAL ELECTRIC ASSOCIATION ("Dixie Power"), a Utah corporation, Grantor, in consideration of the sum of Ten Dollars and other good and valuable consideration paid to Grantor by the CITY OF ST. GEORGE, a Utah municipal corporation, Grantee, receipt of which is hereby acknowledged, does hereby QUITCLAIM to City, a Utah Municipal Corporation, Grantee, the following described tract of land in Washington County, State of Utah:

See Exhibit A for legal description;

TOGETHER WITH all improvements and appurtenances thereunto belonging, and being SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

TO HAVE AND TO HOLD such property to Grantee, the City of St. George, a Utah municipal corporation, forever.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed this _____ day of _____, 2020.

GRANTOR: DIXIE-ESCALANTE RURAL
ELECTRIC ASSOCIATION

Name: LaDel Laub
Title: President and CEO

STATE OF UTAH)
ss.
County of Washington)

On the _____ day of _____, 2020, personally appeared before me LaDel Laub, who being by me duly sworn did say that he is the President and CEO of Dixie Escalante Rural

Electric Association, Inc., and that he executed the foregoing document on behalf of said association being authorized and empowered to do so by the operating agreement or at the direction of said association, and he did duly acknowledge to me that such corporation executed the same for the uses and purposes stated therein.

Notary Public

ACCEPTANCE OF DEDICATION

The City of St. George, a municipal corporation of the State of Utah, hereby accepts the above conveyance and in consideration thereof agrees that it will utilize and maintain the same for purposes consistent with the above dedication.

DATED this _____ day of _____, 2020.

CITY OF ST. GEORGE

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

Approved as to form:

Victoria H. Hales, Assistant City Attorney

DRAFT

Agenda Item Number : **1C**

Request For Council Action

Date Submitted 05/18/2020 04:05 PM

Proposed City Council 05/21/2020
Date

Applicant Water Services Dept

Subject Consider approval of a Reimbursement Agreement with Quality
Excavation for the installation of a waterline in the White Sands Phase V
Subdivision.

Background This Reimbursement Agreement is for the up-sizing of culinary waterlines
within the White Sands Subdivision, Phase V. The City has already
executed reimbursement agreements for the waterline upsizing in the
previous phases of the White Sands Subdivision. The main waterline will
be upsized from an 8" to a 12" diameter line.

Proposed Resolution Water Services Staff recommends approval

Cost \$\$21,990

Action Taken

Requested by Scott Taylor

File Attachments whitesandsph5051820160551.pdf

Approved by Legal Yes
Department?

Approved by City Admin NA
Services?

Approved in Budget? No **Amount:**



**CITY OF ST. GEORGE REIMBURSEMENT AGREEMENT
FOR WHITE SANDS WATERLINE PHASE 5 WITH CITY OF ST. GEORGE
(Owner Construct-City Reimburse Owner)**

THIS AGREEMENT is entered into this ____ day of November, 2019, by and between the City of St. George, a Utah municipal corporation, ("CITY"), and Quality Excavation, a Corporation, ("Owner"). City and Owner are herein collectively referred to as the "Parties."

RECITALS

WHEREAS, Owner owns property at 1700 East and 6000 South, St. George, Utah (the "Property"); and

WHEREAS, Owner is installing the subdivision improvements for Phase 5 of the White Sands "Subdivision; and

WHEREAS, the CITY has paid for the water line to be installed in subsequent phases of the White Sands Subdivision and desires to have the water line extended to River Road in addition to the access roadway to the future White Dome Tank; and

WHEREAS, City agrees to pay for the water line extension through the White Sands Subdivision Phase 5 as shown on Construction Drawings and indicated on the attachment; and

WHEREAS, City, acting pursuant to its authority under Utah Code Annotated, Section 10-9a-101, et. seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has determined this Agreement is in the best interest of the citizens of the City of St. George, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **THE PROJECT.** Owner will upsize the line along Mokaac Wash Drive, Diamond Butte, and Siler Cactus Drive from 8" lines to 12" lines. This project shall be completed as shown in Exhibit A.

2. **REIMBURSEMENT.** Upon completion of the Project to City's satisfaction, Owner shall

request reimbursement from City in writing. The request for reimbursement shall be accompanied by a detailed description of the costs of the Project. City may request more information from Owner regarding the actual costs and management of the Project, and Owner shall comply with any such request. Within a reasonable time of the receipt of the request for reimbursement and any requested additional information, City will reimburse Owner in the amount of \$21,990.00. The amount of City's obligation for reimbursement shall not increase for any reason, including but not limited to an increase in the costs of construction without the express written consent of City.

3. **REPRESENTATIVES.** The representative for the City for this Project will be Kade Bringhurst. The representative for Owner will be Ed Burgess.
4. **EXHIBITS.** All exhibits attached hereto and construction drawings referred to herein are incorporated as part of this Agreement.
5. **DESIGN AND CONSTRUCTION STANDARDS.** All design, construction, inspection, and testing associated with the Project shall comply with the City of St. George Standard Specifications for Design and Construction. It shall be the responsibility of Owner to ensure compliance with the standard specifications, and no reimbursement shall be made under this Agreement until City determines that the Project is in compliance with the standard specifications.
6. **COMPLIANCE WITH APPLICABLE LAWS.** Owner expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Owner from any obligation to comply with all applicable requirements of City including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of City, except as modified, waived or declared in this Agreement.
7. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto. In the event of a conflict between this Agreement and any other documents with Owner, this Agreement shall govern.
8. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the date of this agreement. This Agreement is not intended to and does not bind the St. George City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.
9. **INDEMNITY AND LIABILITY.** Owner shall indemnify City against all claims, demands, causes or action, suits or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or

damage to property, arising out of or in connection with the Project to the extent that it relates to performance of construction or injury or damage related to the acts of Owner or its agents or assigns. In the event of any such claims made or suits filed against the City, City shall give Owner prompt written notice. Owner agrees to defend against any claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of indemnity herein, Owner agrees that City may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of Owner. Said attorney fees shall be reasonable and subject to review by Owner. Owner shall be responsible for all costs associated with any claim, demand, action, suit or judgment including attorney fees for which they indemnify or defend City.

10. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement is intended to, or shall be deemed to be a waiver of the City's governmental immunity as set forth in applicable statutory and case law.
11. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that jurisdiction and venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court, Washington County, 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.
12. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
13. **NOTICES.** All notices required herein, and subsequent correspondence in connection with this agreement shall be mailed to the following:

CITY:	City of St. George 175 East 200 North St. George, Utah 84770	OWNER:	Quality Excavation, Inc.) 1472 East 3950 South St. George, Utah 84790
Attention:	Kade Bringhurst	Attention:	Ed Burgess

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.

14. **SUCCESSORS AND ASSIGNS.** Owner shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of City. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
15. **NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
16. **SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not to be affected, and shall remain in full force and effect.
17. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
18. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
19. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
20. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
21. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated.

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

CITY: CITY OF ST. GEORGE

OWNER: Quality Excavation, Inc

Jonathan T. Pike, Mayor

Attest:

Christina Fernandez, City Recorder

Ed Burgess

Ed Burgess

Approved as to form:

Bryan Pack, Assistant City Attorney

Quality Excavation, Inc.
(435) 634-0111 (435) 674-3711 Fax
Presented To: City of St George
Project Name: White Sands 5
Date: 4-25-19

UPSIZING 8" WATER TO 12"

1	12" DR-14 PVC WATER LINE	887 LF	\$20.00	\$17,740.00
2	12" TEE	1 EA	\$500.00	\$500.00
3	12" BUTTERFLY VALVE	3 EA	\$1,150.00	\$3,450.00
4	12" BEND	1 EA	\$300.00	\$300.00
SUB TOTAL:				\$21,990.00

NOTES:

- 1 Upsizing of 8" water to 12" waterline.
- 2 8" water to be paid by the developer.

ACCEPTED:

QUALITY EXCAVATION INC.

OWNER

DATE

DATE

DRAFT

Agenda Item Number : **1d**

Request For Council Action

Date Submitted 05/15/2020 02:00 PM

Proposed City Council 05/21/2020
Date

Applicant Trevor Coombs

Subject Consider approval of the Financial report for April 2020.

Background The City has completed 10 months of the fiscal year or 83.33%. In relation to that, the General Fund revenues are at 79.75%. Some predominant revenues affecting the overall revenue percentages are Current (Real) Property Taxes at 101.44% of budget, General Sales Taxes at 84.36%, Building Permits at 132.17%, and Class C Road allotment at 83.37%. The General Fund expenditures are at 72.88% of the budget through April. The majority of the departments are under budgets and have implemented the City's recession readiness guidelines for the remainder of this fiscal year.

Proposed Resolution Staff recommends approval.

Cost \$

Action Taken

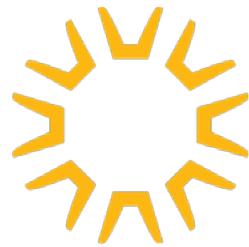
Requested by Trevor Coombs

File Attachments 2020-04aprilmonthlyfinancialreport051520140016.pdf

Approved by Legal Department? NA

Approved by City Admin Services? Yes

Approved in Budget? N/A **Amount:**



St. George

THE BRIGHTER SIDE

MONTHLY FINANCIAL REPORT

TEN MONTHS ENDED

APRIL 30, 2020

CITY OF ST. GEORGE, UTAH

MONTHLY FINANCIAL REPORT

TEN MONTHS ENDED APRIL 30, 2020

ADMINISTRATIVE SERVICES DIRECTOR'S COMMENTS:

The attached report represents activity in the various city funds for the ten (10) month ended April 30, 2020. This period represents **83.33%** of the fiscal year. *As a disclaimer this report describes what we see as we look back over this fiscal year to date.*

Revenue Review

- The attached General Fund revenue schedule is good to give you a quick review of how revenues are trending in comparison with the budget. The percentage expended is highlighted in **green** for your convenience, which helps to identify which revenues exceeds the year-to-date percentage, which is a **positive sign** (see page 5 & 6).

General Fund revenues are at 79.75% of the budget for year-to-date and in comparison, to having completed 83.33% of the fiscal year. Some predominant revenues affecting the overall revenue percentages in a *positive way* are Current (Real) Property Taxes (101.44%), General Sales Taxes (84.36%), Business Licenses (84.36%), Building Permits (132.17%), Class C Road allotment (83.37%), Planning Fees (116.06%), E-911 Services (88.12%), and Airport revenues (88.57%).

Some predominant revenues affecting in a *negative way* are Fees Assessed (52.56%), Franchise Taxes (77.65%), Federal Grants (58.69%), which is typical for this time of year, Resource Officer Contributions (75.00%), which is do to school being closed because of COVID, Other Cities Dispatch Fees (75.00%) and Golf's average revenue is (68.44%).

Building Permits and Inspection Fees continue to outperform the approved revenue budgets and has exceeded the yearly budget. General Sales taxes is currently slightly head of the budget to date, however, we are expecting sales tax to take a significant hit due to the COVID economic pandemic.

Deanna Brklacich, Budget & Financial Planning Manager for the City of St. George provided a preliminary table of April's Sales Tax Distribution (February's sales tax data). Prior to February sales tax had been tracking higher when compared to previous years. February's collected data starts to show the beginning impact of COVID on our community. February's sales tax data shows the majority of the sales tax line items coming in flat with the exception of two-line items, Muni Telecom and Transient Room (Tourism) tax, which are showing a significant drop in taxes.

Muni Telecom has been dropping for some time as the telecom industry converts from landlines to cell phones. The big drop in Transient Room tax is directly related to International and National traveler's reluctance to travel and stricter social distancing practices. Locally in Utah and Washington County we self-quarantined and started practicing stricter social distancing on March 16th. We anticipate that May's sales tax distribution (March's sales tax data) will show even bigger drops in all sales tax figures.

April Sales Tax Distribution Table (Preliminary Data)

Distribution Month:	April-20			
Month of Sales:	February-20			
Revenue Description	This Year	Last Year	\$ Change	% Increase (Decrease)
E-911	\$100,559.08	\$99,467.46	\$1,091.62	1.10%
Muni Telecom	\$54,534.91	\$73,094.85	-\$18,559.94	-25.39%
Highway Sales Tax	\$525,167.94	\$517,934.95	\$7,232.99	1.40%
Sales Tax	\$1,646,605.68	\$1,644,383.66	\$2,222.02	0.14%
Municipal Energy	\$118,010.85	\$117,689.27	\$321.58	0.27%
Transient Room	\$65,233.84	\$76,059.63	-\$10,825.79	-14.23%
1/4 Transportation Tax (.10% 50/50) [A2]	\$145,222.67	\$0.00	\$145,222.67	#DIV/0!
1/4 Trans. Tax - Transit System (.10% POS) [A1]	\$175,489.12	\$0.00	\$175,489.12	#DIV/0!
Total	\$2,830,824.09	\$2,528,629.82	\$302,194.27	11.95%
Total <i>without</i> the new 1/4 Transportation/Transit Tax	\$2,510,112.30	\$2,528,629.82	-\$18,517.52	-0.73%

- When comparing the overall General Fund revenues against the prior fiscal year to-date the revenues are up by 6.65%. Looking at the individual revenues when comparing to the prior fiscal year Property taxes are up by 5.95% or \$609,208. Sales taxes are up 7.78% or \$1,424,972 and Building Permit revenues are up 56.15% or \$960,429 over the same period last year. This is due to the growth the City has been experiencing, which has been out passing the projected budget to date. The Class "C" Road Funds are up by 8.34% or \$237,394, the Golf courses revenues are down - 4.21% or -\$158,020 and, but the Airport revenue are also down -22.14% or -\$284,627 due to being closed for the first three months of the FY20. (see page 9)

Some notable commercial being built that contribute to the impact funds in this fiscal year are PrinterLogic, Deseret Laboratories addition, Revere Health down by Lin's, Joule Plaza (*permitted in June 2018 paid in August 2019*), IHC Cardiovascular Clinic, Riverwalk Village, Sakura Japanese Restaurant, Rim Rock Commercial Center, Pineview Plaza gas station, and several businesses in the area.

Expense Review

- The attached Expenditure Status Report by Category is good to give you a quick review of how departments expenses are trending in comparison with their budget. The percentage received is highlighted in **red** for your convenience, which helps to identify which department expenses exceeds the year-to-date percentage, which is a **negative sign** (see page 7 & 8).

General Fund expenditures are at 72.88% of budget for year-to-date. This is compared to having completed 83.33% of the fiscal year, so the departments are doing well to say with in their budget. In April, the City Manager gave specific guidance and direction to the departments to prepare and implement the departments recession readiness spending plans. Each department went through their remaining budgets and dramatically cutting back programs and spending of non-emergency and non-essential items. The plans vary from one department to another based upon the guidance provided by Administration, but some of the reduction items include eliminate non-essential travel, non-essential Capital Projects, non-essential Equipment purchases, Part-time personnel related to

programs, eliminating longevity pay, tuition reimbursement, hiring freezes (unless approved by City Manager) or events that have been cancelled, and so forth.

As of the end of April 2020 or 83.33% of the year, each department that is shows their budget being over budget for the fiscal year-to-date are explained below:

- Human Resources budget at 84.10%, this is due to Temp labor brought in to help.
- Election budget at 88.30%, this is due to seasonal expenses that take place in the fall.
- Police budget at 83.86%, this is due to Part-time wages, Overtime wages, and Dog Pound being over budget.
- Motor Pool budget at 86.15%, this is due the purchase of two vehicles.
- Adult Sports Program at 109.13%, this is due to seasonal events with extra help in the part-time expense and pickleball program. A budget opening has been requested to reallocate revenue to expense budget.
- Recreation Center budget at 85.96%, this is due to Part-time wages and the purchase of several exercise equipment.
- Economic Development & Housing at 86.22%, this is due to annual payment to Washington County Economic Development.
- Red Hills Golf Course at 83.55%, this is due to the club house renovation being completed and the purchase of equipment.

Graph Review

- Page 12 of this month's report include two graphs for the General Fund which indicate the percentage of revenues received as compared to the budget; and the percentage of funds spent by department as compared to the budget. The red horizontal line in each graph represents the 83.33% of the fiscal year which gives us a visual benchmark of what has lapsed for the fiscal year.
- The other graphs (pages 13 – 19) give a snapshot comparison to the fund's and their annual expense budget as it relates to the actual revenue and actual expenses on the individual funds.

Treasurer Investment Report Review

- The City Treasurer's investment report for March 2020 shown on page 20. This report indicates where the City Funds are retained and what type of investment vehicles the funds reside in. Over 96% of the City funds are held in the Utah Public Treasurer's Investment Fund (PTIF). These funds are a short-term cash investment vehicle. The PTIF invests primarily in investment-grade corporate notes, top tier commercial paper, money market mutual funds and U.S. government agency obligations, under the management of the Utah State Treasurer's office. The City's daily operating funds are held at Cache Valley Bank, which both the PTIF and Cache Valley Bank are authorized by the Utah Money Management Act.

If there are any questions, comments, or concerns, please feel free to contact me by phone at 435-627-4701 or by email at Trevor.Coombs@sgcity.org.

CITY OF ST. GEORGE, UT
GENERAL FUND REVENUES
TEN MONTHS ENDED APRIL 30, 2020

83.33% OF THE BUDGET YEAR

REVENUE SOURCE	ADJUSTED BUDGET	ACTUAL THRU APRIL 30, 2020	PCT RECEIVED
CURRENT PROPERTY TAXES	\$9,800,000	\$9,941,263	101.44%
FEES ASSESSED	\$1,300,000	\$683,244	52.56%
FRANCHISE TAXES	\$7,700,000	\$5,979,396	77.65%
DELINQUENT TAXES	\$200,000	\$226,747	113.37%
GENERAL SALES TAXES	\$23,400,000	\$19,739,570	84.36%
BUSINESS LICENSES	\$650,000	\$602,983	92.77%
LICENSE/INSPECTION FEES - RENTAL ORD.	\$150,000	\$100,069	66.71%
ELECTION FILING FEES	\$0	\$0	0.00%
BUILDING PERMITS	\$2,000,000	\$2,643,431	132.17%
DOG LICENSES	\$31,000	\$27,460	88.58%
FEDERAL GRANTS	\$2,165,903	\$1,271,274	58.69%
STATE GRANTS	\$169,000	\$100,610	59.53%
COVID-19	\$0	\$99,684	0.00%
CLASS C ROAD ALLOTTMENT	\$3,700,000	\$3,084,706	83.37%
LIQUOR FUND ALLOTTMENT	\$157,000	\$116,938	74.48%
RESOURCE OFFICER CONTRIB.	\$735,077	\$551,308	75.00%
PLANNING FEES	\$560,000	\$649,925	116.06%
AIR QUALITY FEES	\$34,000	\$12,821	37.71%
ENCROACHMENT FEES	\$36,000	\$31,435	87.32%
SPECIAL POLICE SERVICES	\$95,000	\$69,415	73.07%
E-911 SERVICES	\$1,217,000	\$1,072,398	88.12%
OTHER CITIES DISPATCH FEES	\$1,006,603	\$754,952	75.00%
POLICE TRAINING CLASSES	\$3,000	\$0	0.00%
ANIMAL CONTROL FEES	\$62,000	\$56,411	90.99%
MUSEUM DONATIONS	\$500	\$45	9.00%
MUSEUM ADMISSION FEES	\$9,000	\$4,665	51.84%
COMMUNITY ARTS BLDG RENTALS	\$35,000	\$7,355	21.01%
ELECTRIC THEATER RENTALS	\$42,000	\$45,150	107.50%
WALKING TOUR REVENUES	\$2,500	\$1,883	75.33%
SOCIAL HALL RENTALS	\$15,000	\$7,444	49.63%
EXHIBITS - COLLECTIONS	\$7,000	\$4,692	67.03%
NATURE CENTER	\$30,500	\$6,985	22.90%
AQUATIC CENTER	\$450,000	\$270,890	60.20%
YOUTH SPORTS	\$152,000	\$129,716	85.34%
ADULT SPORTS	\$75,000	\$30,473	40.63%
RACES	\$240,000	\$209,566	87.32%
SOFTBALL LEAGUES	\$485,000	\$223,899	46.16%
NON-FOOD CONCESSIONS	\$500	\$0	0.00%
ARTS FAIR REVENUE	\$45,000	\$11,223	24.94%
SPECIAL COMMUNITY EVENTS	\$5,000	\$2,909	58.18%
SWIMMING POOL FEES	\$125,000	\$54,284	43.43%
RECREATION FEES	\$5,000	\$3,295	65.91%
RECREATION CENTER FEES	\$300,000	\$213,112	71.04%
THUNDER JUNCTION TRAIN RIDES	\$130,000	\$88,220	67.86%
RECREATION FACILITY RENTALS	\$100,000	\$123,794	123.79%
TENNIS CLASSES ETC.	\$200,000	\$287,143	143.57%

CITY OF ST. GEORGE, UT
GENERAL FUND REVENUES
TEN MONTHS ENDED APRIL 30, 2020

83.33% OF THE BUDGET YEAR

REVENUE SOURCE	ADJUSTED BUDGET	ACTUAL THRU APRIL 30, 2020	PCT RECEIVED
MARATHON REVENUES	\$744,000	\$297,039	39.92%
ST GEORGE CAROUSEL	\$35,000	\$23,741	67.83%
CEMETERY LOT SALES	\$175,000	\$137,900	78.80%
BURIAL FEES	\$140,000	\$134,870	96.34%
TRAFFIC SCHOOL FEES	\$120,000	\$118,757	98.96%
COURT FINES	\$907,000	\$587,750	64.80%
POLICE WARRANTS	\$20,000	\$17,650	88.25%
ACE PENALTIES	\$10,000	\$3,912	39.12%
ACE COSTS	\$3,000	\$347	11.57%
PARKING FINES & POLICE REPORTING FEES	\$31,000	\$19,434	62.69%
STORM WATER FINES	\$0	\$5,250	0.00%
INTEREST EARNINGS	\$800,000	\$737,587	92.20%
RENTS AND ROYALTIES	\$60,000	\$25,626	42.71%
SALE OF PROPERTY	\$50,000	\$66,372	132.74%
POLICE EVIDENCE IMPOUND	\$8,000	\$5,774	72.18%
MISCELLANEOUS SUNDAY REVENUES	\$100,585	\$82,200	81.72%
ORTHOPHOTOGRAPHY MAPS	\$500	\$42	8.43%
BIKE AND SCOOTER REVENUE	\$0	\$59,363	0.00%
COMPOST SALES - REUSE	\$30,000	\$30,301	101.00%
ROADBASIC SALES - REUSE	\$25,000	\$36,670	146.68%
GREEN WASTE CONTRACT WCSWD	\$44,000	\$40,920	93.00%
AIRPORT REVENUES	\$1,130,000	\$1,000,829	88.57%
MAINTENANCE AT AIRPORT	\$5,000	\$4,745	94.90%
CONTRIBUTIONS FROM OTHER	\$100,000	\$52,330	52.33%
TRANSFERS FROM OTHER FUNDS	\$10,529,874	\$5,875,833	55.80%
CONTRIBUTIONS FROM PRIVATE	\$435,000	\$192,763	44.31%
MEDIAN LANDSCAPE FEES	\$10,000	\$0	0.00%
ANIMAL SHELTER DONATIONS	\$2,500	\$4,386	175.42%
POLICE PROJECT LIFESAVER	\$2,500	\$4,035	161.41%
ANIMAL TRAINING DONATIONS	\$2,500	-\$4,011	-160.45%
PUBLIC SAFETY DONATIONS	\$5,000	-\$866	-17.31%
INSURANCE CLAIM PROCEEDS	\$10,000	\$28,768	287.68%
APPROPRIATED FUND BALANCE	\$245,000	\$0	0.00%
RED HILLS GOLF COURSE	\$844,300	\$548,462	64.96%
GOLF ADMINISTRATION	\$148,000	\$97,119	65.62%
SOUTHGATE GOLF COURSE	\$1,314,250	\$970,197	73.82%
ST GEORGE GOLF CLUB	\$895,750	\$639,282	71.37%
SUNBROOK GOLF COURSE	\$2,047,700	\$1,337,788	65.33%
TOTAL GENERAL FUND REVENUES	\$78,656,042	\$62,725,949	79.75%

CITY OF ST. GEORGE, UT
EXPENDITURE STATUS REPORT BY CATEGORY
TEN MONTHS ENDED APRIL 30, 2020

83.33% OF THE BUDGET YEAR

GENERAL FUND	<u>ADJUSTED BUDGET</u>	<u>ACTUAL THRU APRIL 30, 2020</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
MAYOR & COUNCIL	\$715,256	\$449,378	\$265,878	62.83%
CITY MANAGER	\$824,489	\$625,883	\$198,606	75.91%
NON-DEPARTMENTAL	\$0	\$0	\$0	0.00%
HUMAN RESOURCES	\$580,193	\$487,914	\$92,279	84.10%
COMMUNICATIONS & MARKETING	\$364,512	\$288,407	\$76,105	79.12%
ADMINISTRATIVE SERVICES (FINANCE)	\$2,201,166	\$1,678,851	\$522,315	76.27%
TECHNOLOGY SERVICES	\$1,978,903	\$1,566,461	\$412,442	79.16%
LEGAL SERVICES	\$1,734,043	\$1,333,351	\$400,692	76.89%
BUILDING MAINTENANCE	\$1,689,127	\$1,039,129	\$649,998	61.52%
ELECTIONS	\$157,200	\$138,809	\$18,392	88.30%
PLANNING COMMISSION	\$18,000	\$9,542	\$8,458	53.01%
POLICE	\$16,782,929	\$14,073,784	\$2,709,145	83.86%
HIDTA GRANT	\$161,572	\$84,987	\$76,585	52.60%
POLICE DISPATCH	\$3,471,932	\$2,710,784	\$761,148	78.08%
CCJJ GRANT	\$101,621	\$88,374	\$13,247	86.96%
SAFG (State Asset Forfeiture Grant)	\$0	\$0	\$0	0.00%
FIRE DEPARTMENT	\$6,623,058	\$4,811,178	\$1,811,880	72.64%
CODE ENFORCEMENT	\$157,221	\$112,178	\$45,043	71.35%
PUBLIC WORKS ADMINISTRATION	\$342,050	\$246,462	\$95,588	72.05%
STREETS	\$6,200,330	\$4,971,925	\$1,228,405	80.19%
FLEET MAINTENANCE	\$1,485,636	\$1,053,067	\$432,569	70.88%
MOTOR POOL	\$50,000	\$43,077	\$6,923	86.15%
ENGINEERING	\$1,561,589	\$1,265,895	\$295,694	81.06%
PARKS	\$7,454,123	\$5,620,353	\$1,833,770	75.40%
DESIGN	\$772,460	\$510,919	\$261,541	66.14%
NATURE CENTER & YOUTH PROGRAMS	\$267,676	\$147,718	\$119,958	55.19%
SOFTBALL PROGRAMS	\$428,878	\$240,766	\$188,112	56.14%
SPORTS FIELD MAINTENANCE	\$739,415	\$522,933	\$216,482	70.72%
SPECIAL EVENTS & PROGRAMS	\$452,770	\$347,420	\$105,350	76.73%
YOUTH SPORTS PROGRAMS	\$200,546	\$156,988	\$43,558	78.28%
ADULT SPORTS PROGRAMS	\$301,666	\$329,222	-\$27,556	109.13%
RECREATION	\$577,250	\$398,317	\$178,933	69.00%
EXHIBITS AND COLLECTIONS	\$272,416	\$150,791	\$121,625	55.35%
COMMUNITY ARTS	\$357,076	\$224,691	\$132,385	62.93%
HISTORIC OPERA HOUSE	\$37,000	\$29,642	\$7,358	80.11%
HISTORIC COURTHOUSE	\$51,200	\$16,718	\$34,482	32.65%
LEISURE SERVICES ADMINISTRATION	\$382,284	\$295,287	\$86,997	77.24%
RECREATION CENTER	\$522,314	\$448,964	\$73,350	85.96%
MARATHON	\$716,529	\$578,917	\$137,612	80.79%
COMMUNITY CENTER	\$2,900	\$1,541	\$1,359	53.13%
ELECTRIC THEATER	\$131,262	\$80,717	\$50,545	61.49%
CEMETERY	\$560,864	\$425,663	\$135,201	75.89%
ECONOMIC DEVELOPMENT & HOUSING	\$253,018	\$218,164	\$34,854	86.22%
DEVELOPMENT SERVICES ADMIN.	\$2,190,050	\$1,643,047	\$547,003	75.02%
DEBT SERVICE	\$0	\$0	\$0	0.00%
TRANSFERS TO OTHER FUNDS	\$3,857,410	\$0	\$3,857,410	0.00%

CITY OF ST. GEORGE, UT
EXPENDITURE STATUS REPORT BY CATEGORY
TEN MONTHS ENDED APRIL 30, 2020

83.33% OF THE BUDGET YEAR

GENERAL FUND	<u>ADJUSTED BUDGET</u>	<u>ACTUAL THRU APRIL 30, 2020</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
AIRPORT	\$3,277,993	\$2,380,545	\$897,448	72.62%
SWIMMING POOL	\$299,419	\$179,521	\$119,898	59.96%
SAND HOLLOW AQUATIC CENTER	\$937,266	\$582,133	\$355,133	62.11%
RED HILLS GOLF COURSE	\$1,061,305	\$886,723	\$174,582	83.55%
GOLF ADMINISTRATION	\$182,209	\$143,009	\$39,200	78.49%
SOUTHGATE GOLF COURSE	\$1,764,772	\$1,097,033	\$667,739	62.16%
ST GEORGE GOLF CLUB	\$1,269,367	\$888,945	\$380,422	70.03%
SUNBROOK GOLF COURSE	\$2,133,777	\$1,696,119	\$437,658	79.49%
TOTAL GENERAL FUND	\$78,656,042	\$57,322,240	\$21,333,802	72.88%

CITY OF ST. GEORGE, UT
REVENUE COMPARISONS
TEN MONTHS ENDED APRIL 30, 2020

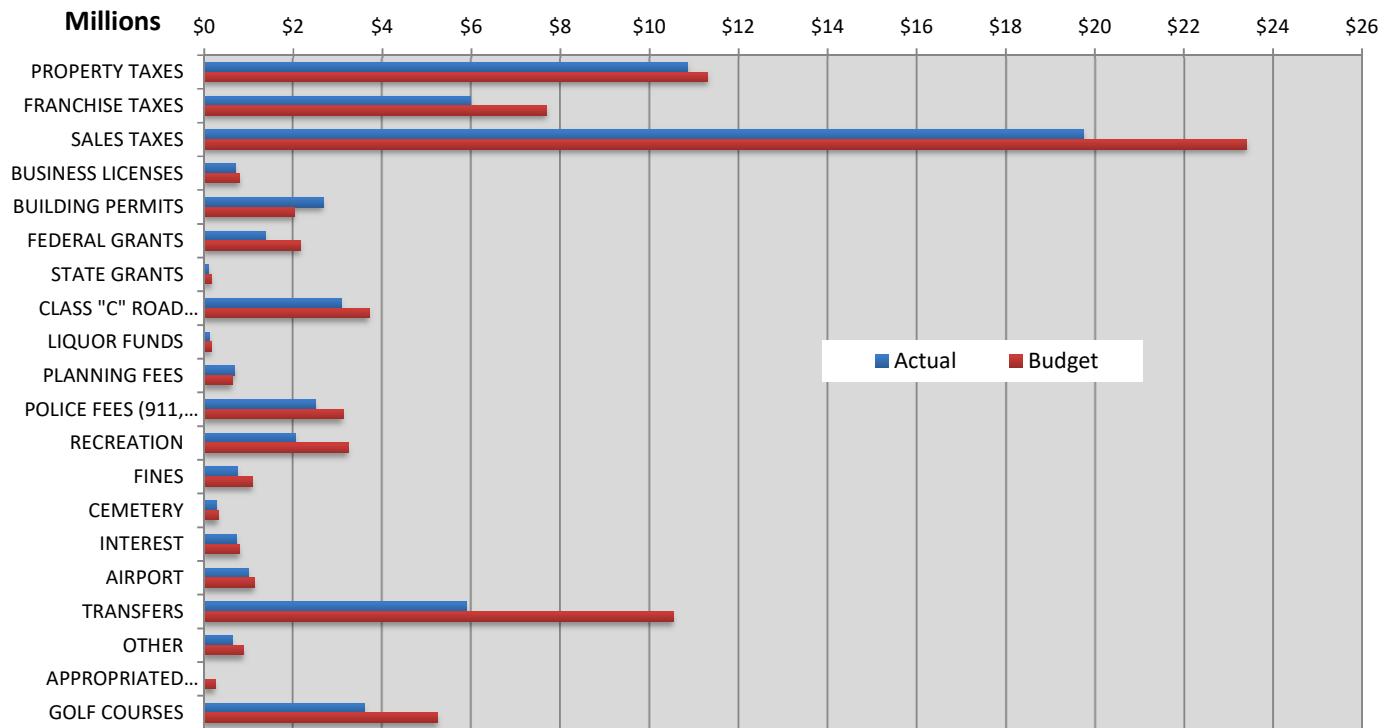
		FYE <u>JUNE 2020</u>	FYE <u>JUNE 2019</u>	FY2020 as a % of FY2019
10	GENERAL FUND:			
	PROPERTY TAXES	\$10,851,254	\$10,242,046	105.95%
	FRANCHISE TAXES	\$5,979,396	\$6,209,712	96.29%
	SALES TAXES	\$19,739,570	\$18,314,598	107.78%
	BUSINESS LICENSES	\$703,052	\$700,593	100.35%
	BUILDING PERMITS	\$2,670,891	\$1,710,463	156.15%
	FEDERAL GRANTS	\$1,370,958	\$662,648	206.89%
	STATE GRANTS	\$100,610	\$40,046	251.24%
	CLASS "C" ROAD FUNDS	\$3,084,706	\$2,847,312	108.34%
	LIQUOR FUNDS	\$116,938	\$146,757	79.68%
	PLANNING FEES	\$694,181	\$555,186	125.04%
	POLICE FEES (911, ETC.)	\$2,523,919	\$2,302,300	109.63%
	RECREATION	\$2,047,523	\$2,014,959	101.62%
	FINES	\$733,666	\$811,970	90.36%
	CEMETERY	\$272,770	\$247,160	110.36%
	INTEREST	\$737,587	\$764,327	96.50%
	AIRPORT	\$1,000,829	\$1,285,456	77.86%
	TRANSFERS	\$5,875,833	\$5,834,167	100.71%
	OTHER	\$629,419	\$375,935	167.43%
	GOLF COURSES	\$3,592,848	\$3,750,868	95.79%
	Total General Fund	\$62,725,949	\$58,816,501	106.65%
27	TRANS. IMPROV. FUND (TIF)	\$5,858,736	\$6,011,307	97.46%
30	DIXIE CENTER OPERATIONS	\$1,521,559	\$1,658,225	91.76%
32	CDBG BLOCK GRANT FUND	\$76,391	\$202,355	37.75%
41	ECONOMIC DEVELOPMENT	\$2,940,034	\$634,668	463.24%
44	PARK IMPACT FUND	\$2,174,852	\$2,455,262	88.58%
45	STREET IMPACT FUND	\$1,955,693	\$1,454,225	134.48%
47	DRAINAGE IMPACT FUND	\$673,541	\$652,731	103.19%
48	FIRE DEPT IMPACT FUND	\$571,399	\$417,112	136.99%
49	POLICE DEPT IMPACT FUND	\$189,994	\$162,387	117.00%
51 & 81	WATER UTILITY FUND (w/ impact fees)	\$18,737,742	\$20,986,060	89.29%
52 & 82	WASTEWATER COLLECTION (w/impact fees)	\$6,518,894	\$7,856,140	82.98%
53 & 83	ELECTRIC UTILITY (w/impact fees)	\$46,871,117	\$55,488,780	84.47%
59	DRAINAGE UTILITY FUND	\$2,362,643	\$2,790,903	84.66%
62 & 86	REGIONAL WASTEWATER (w/impact fees)	\$6,962,334	\$8,586,750	81.08%
64	SUNTRAN TRANSIT FUND	\$695,209	\$1,203,825	57.75%
65	TRANSIT TAX FUND	\$662,127	\$0	0.00%
80	RAP TAX FUND	\$1,196,182	\$2,245,241	53.28%
88	REPLACEMENT AIRPORT FUND	\$12,307,663	\$3,474,415	354.24%

CITY OF ST. GEORGE, UT
 MONTHLY COUNCIL REPORT
 TEN MONTHS ENDED APRIL 30, 2020

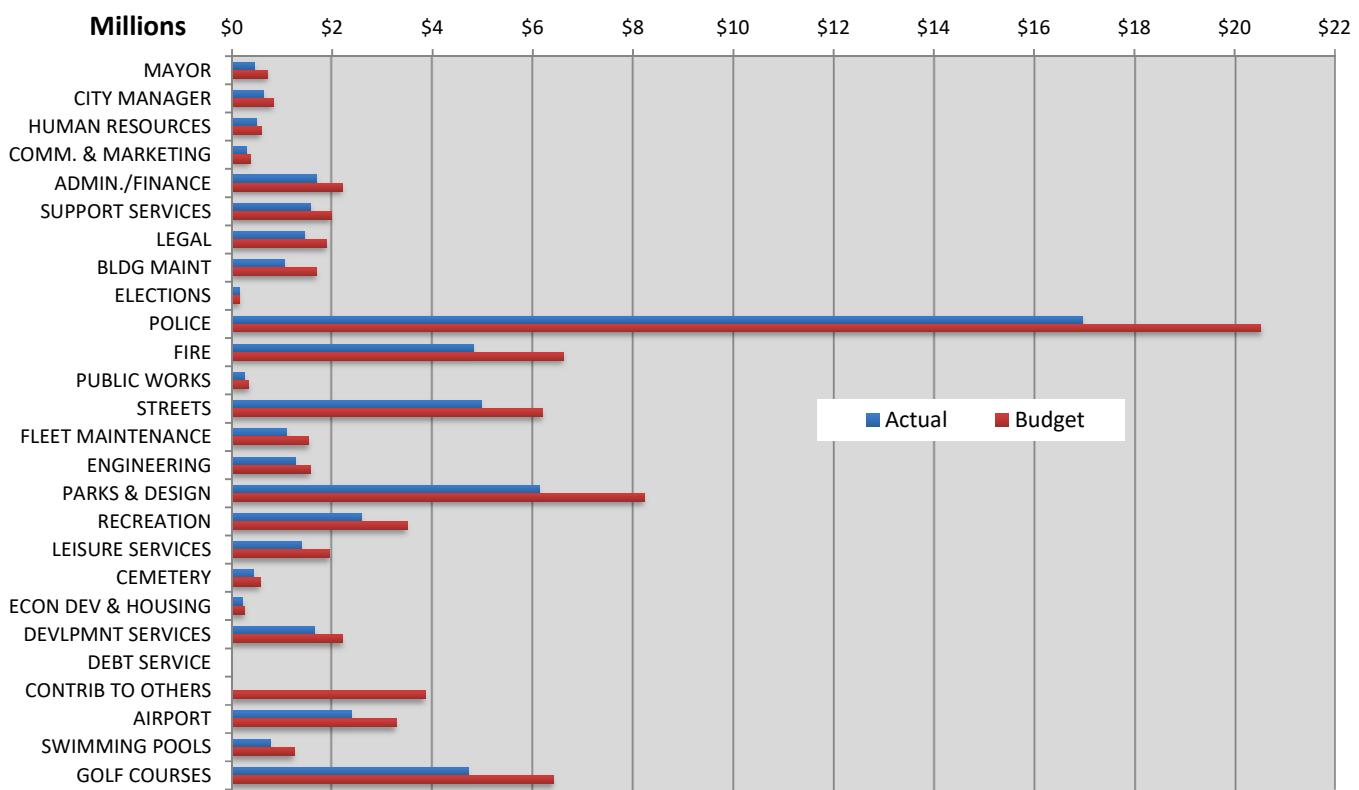
		ADJUSTED EXPENSE BUDGET	REVENUES	EXPENDITURES	% EXPENSE BUDGET
10	GENERAL FUND (includes Golf Courses)	\$78,656,042	\$62,725,949	\$57,322,240	72.88%
27	TRANSPORTATION IMPROV FUND (TIF)	\$14,720,000	\$5,858,736	\$556,203	3.78%
30	DIXIE CENTER OPERATIONS	\$2,111,393	\$1,521,559	\$1,817,684	86.09%
32	CDBG BLOCK GRANT FUND	\$668,836	\$76,391	\$125,331	18.74%
40	CAPITAL EQUIPMENT FUND	\$8,887,686	\$318,487	\$4,266,704	48.01%
41	ECONOMIC DEVELOPMENT	\$2,308,100	\$2,940,034	\$590,336	25.58%
44	PARK IMPACT FUND	\$5,100,699	\$2,174,852	\$1,002,373	19.65%
45	STREET IMPACT FUND	\$2,865,000	\$1,955,693	\$54,889	1.92%
47	DRAINAGE IMPACT FUND	\$2,690,000	\$673,541	\$62,244	2.31%
48	FIRE IMPACT FUND	\$2,853,300	\$571,399	\$2,152	0.08%
49	POLICE IMPACT FUND	\$153,300	\$189,994	\$2,152	1.40%
51 & 81	WATER FUND (includes impact)	\$40,557,992	\$18,737,742	\$20,616,187	50.83%
52 & 82	WASTEWATER COLLECT (includes impact)	\$10,505,782	\$6,518,894	\$7,378,010	70.23%
53 & 83	ELECTRIC FUND (includes impact)	\$77,552,001	\$46,871,117	\$51,008,961	65.77%
59	DRAINAGE UTILITY FUND	\$4,871,000	\$2,362,643	\$275,678	5.66%
62 & 86	WASTEWATER TREATMNT (includes impact)	\$25,709,178	\$6,962,334	\$14,399,578	56.01%
64	SUNTRAN TRANSIT FUND	\$2,840,940	\$695,209	\$1,653,400	58.20%
65	TRANSIT TAX FUND	\$1,800,000	\$662,127	\$0	0.00%
80	RAP TAX FUND	\$4,579,227	\$1,196,182	\$2,264,893	49.46%
84	SALES TAX BOND - CAPITAL PROJ FUND	\$634,900	\$23,569	\$674	0.11%
87	PUBLIC WORKS CAPITAL PROJ FUND	\$30,108,020	\$526,382	\$4,425,330	14.70%
88	REPLACEMENT AIRPORT FUND	\$15,873,100	\$12,307,663	\$14,716,082	92.71%

CITY OF ST. GEORGE, UT
 MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL BASED ON AMOUNT
 4/30/2020

GENERAL FUND REVENUES - \$ AMOUNT OF BUDGET RECEIVED

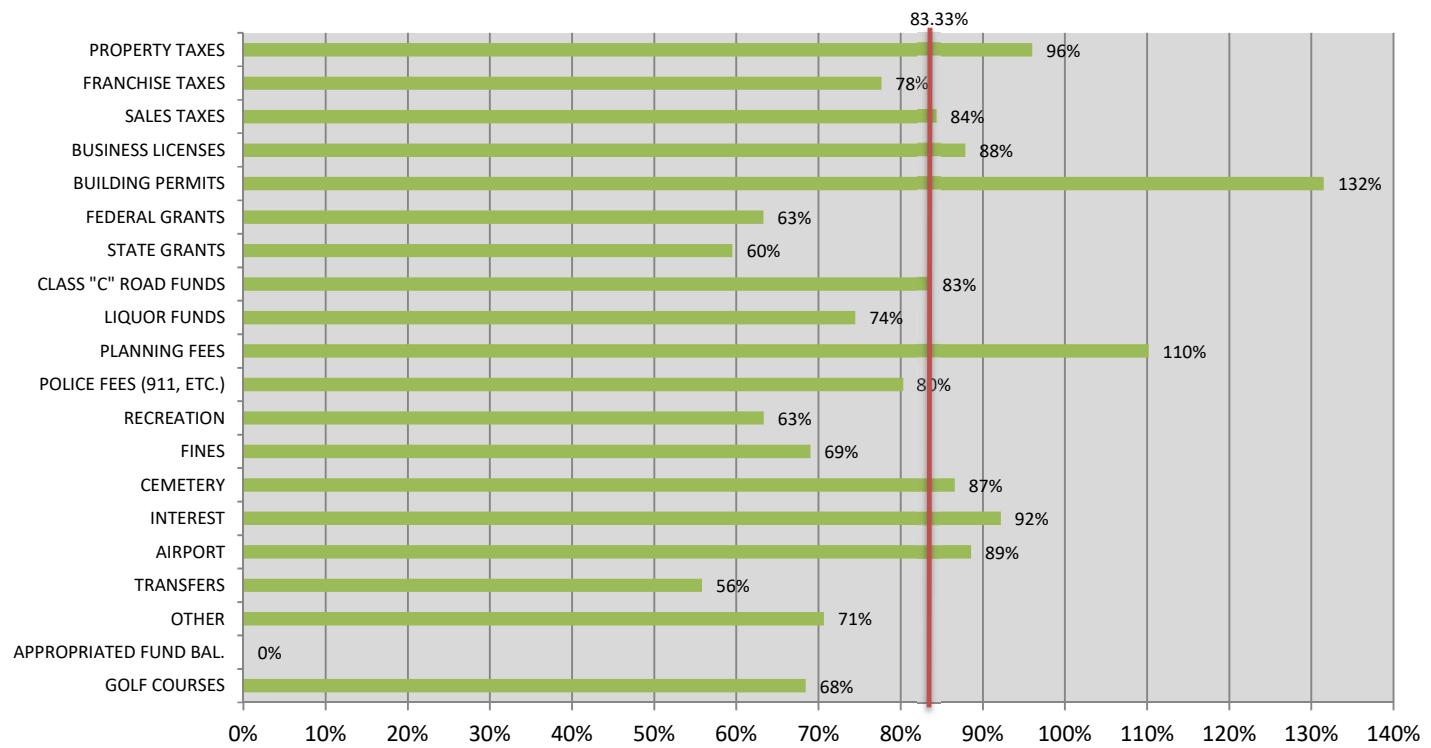


GENERAL FUND EXPENDITURES - \$ AMOUNT OF BUDGET SPENT

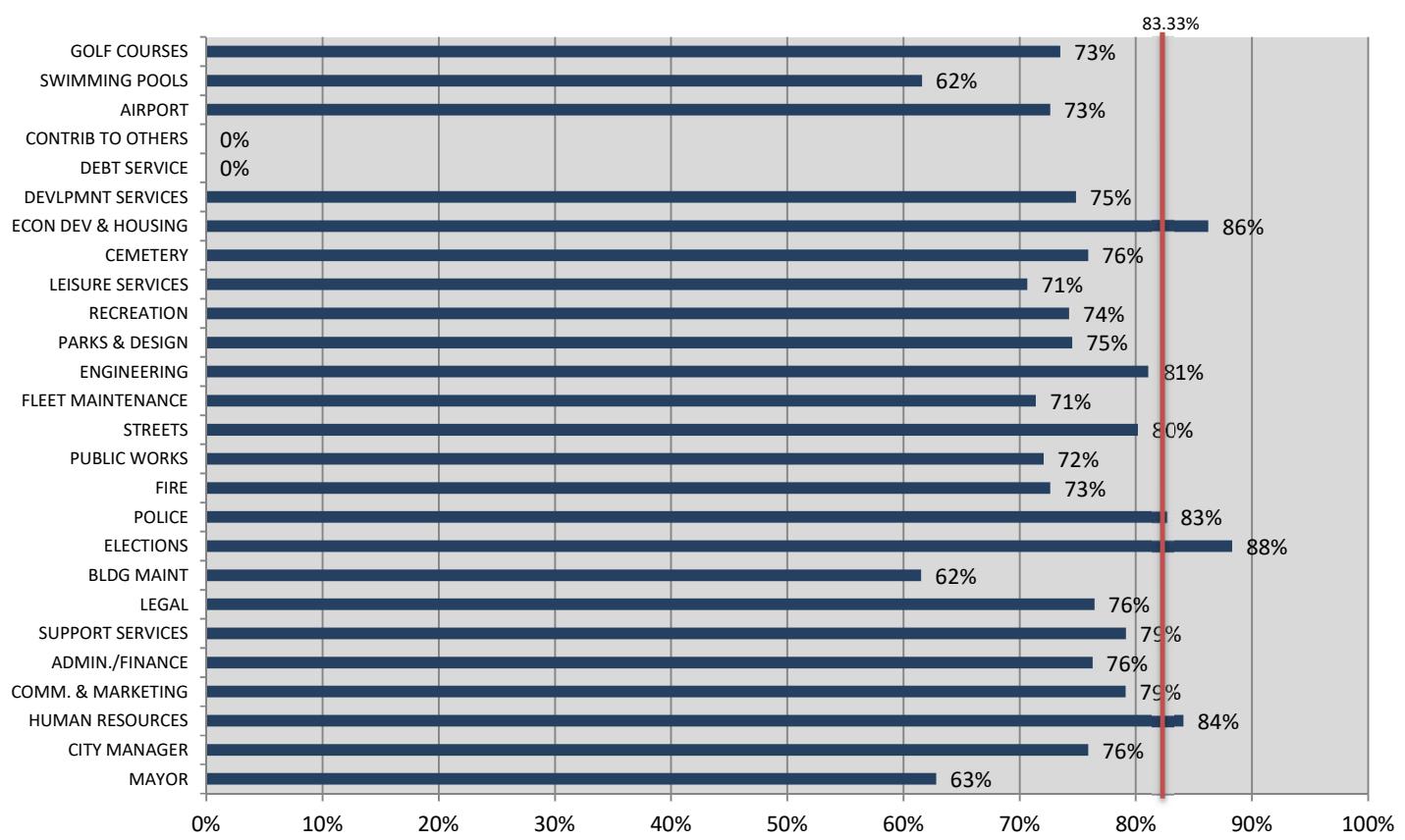


CITY OF ST. GEORGE, UT
 MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL AS A PERCENTAGE
 4/30/2020

GENERAL FUND REVENUES - PERCENT OF BUDGET RECEIVED

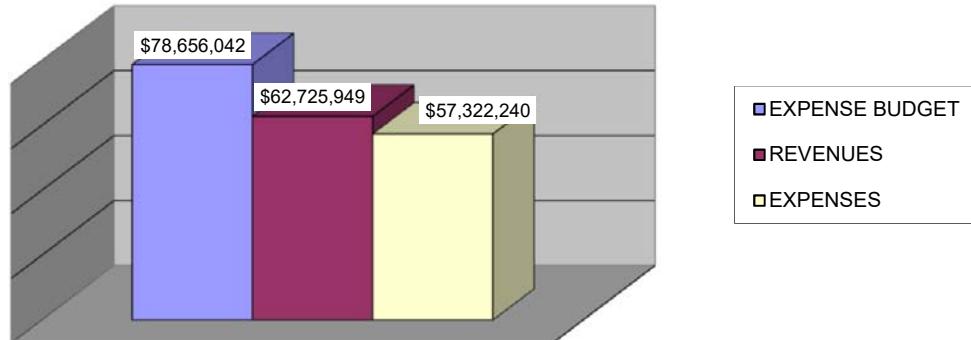


GENERAL FUND EXPENDITURES - PERCENT OF BUDGET SPENT

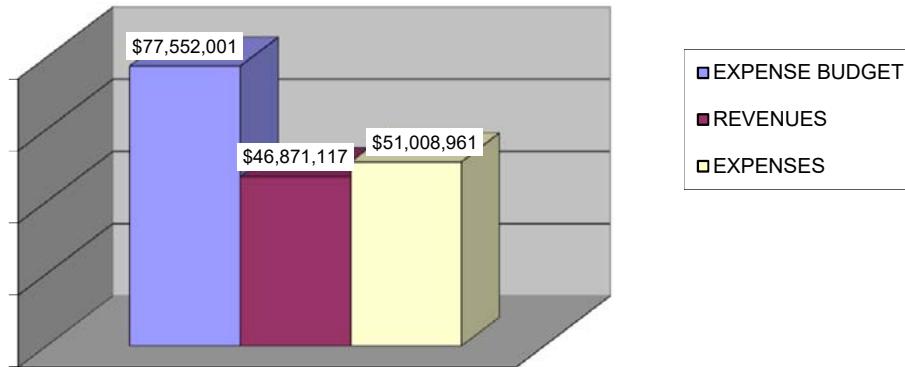


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
4/30/2020

GENERAL FUND

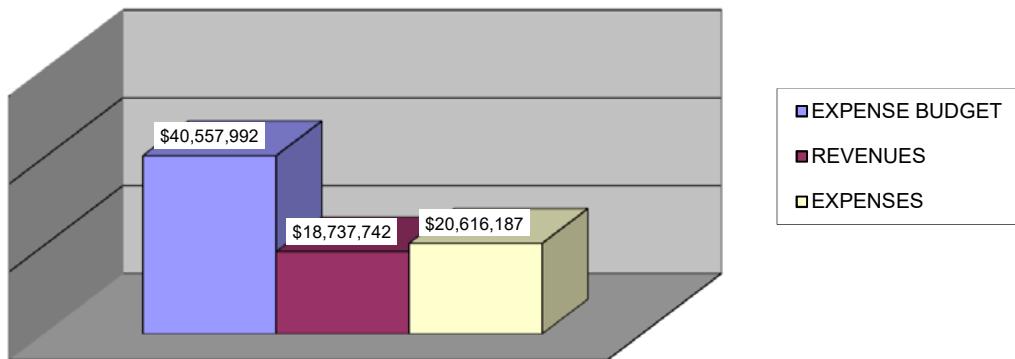


ELECTRIC UTILITY



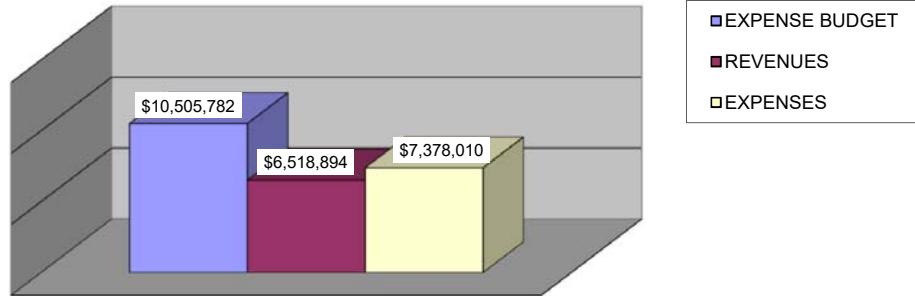
Note: Invoices for power purchases have a one-month lag and therefore expenses are generally understated in comparison to revenues.

WATER UTILITY

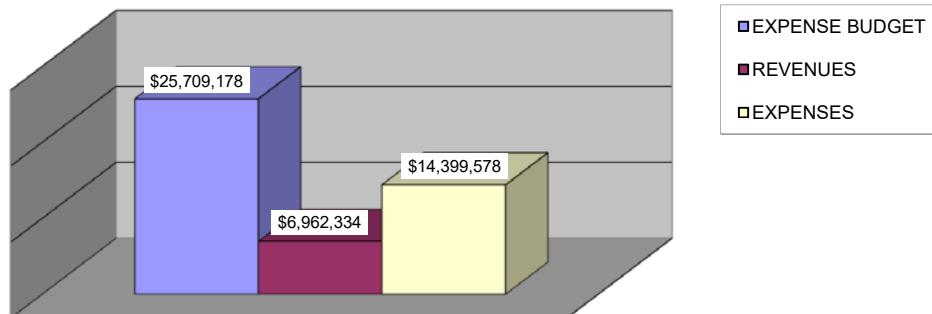


Note: Invoices for water purchases from the Water Conservancy District have a one-month lag and therefore expenses are generally understated in comparison to revenues.

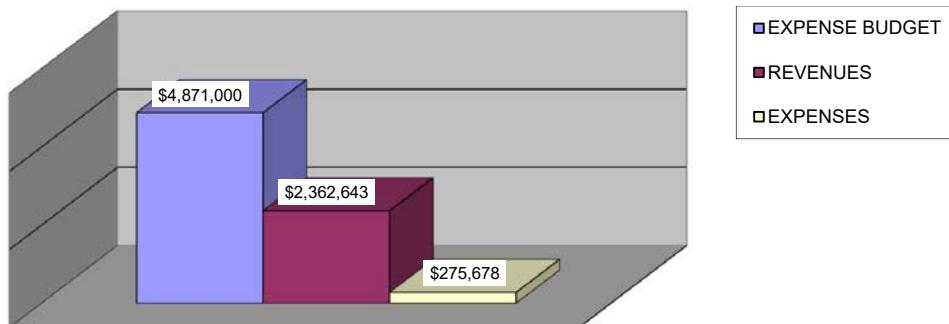
WASTEWATER COLLECTION (includes Impact Fees)



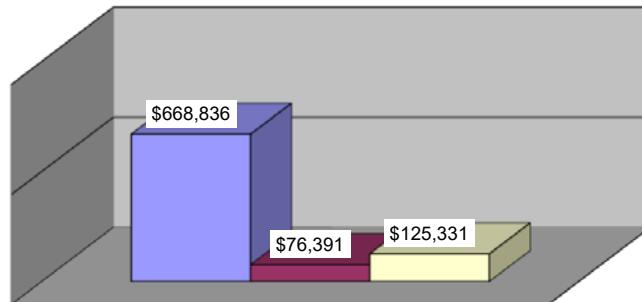
WASTEWATER TREATMENT (includes Impact Fees)



DRAINAGE UTILITY

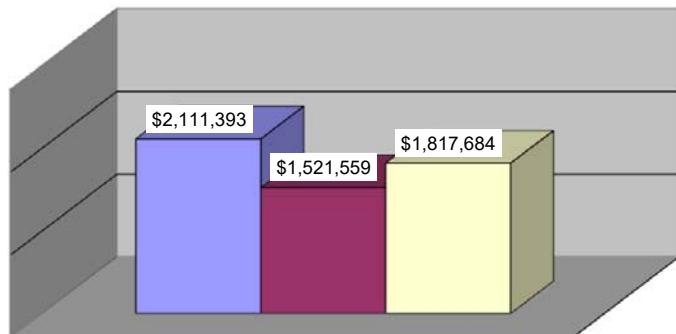


CDBG BLOCK GRANT FUND



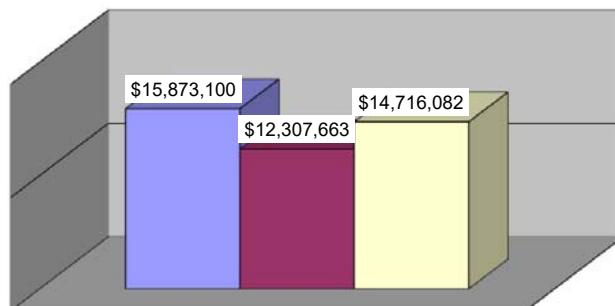
■ EXPENSE BUDGET
■ REVENUES
□ EXPENSES

DIXIE CENTER OPERATIONS



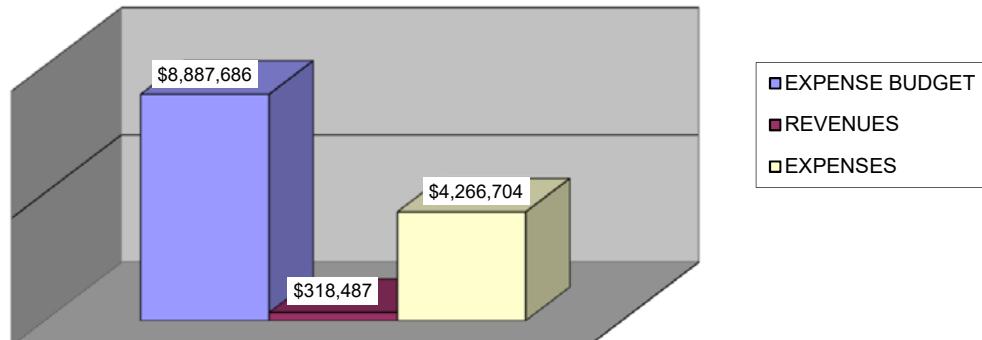
■ EXPENSE BUDGET
■ REVENUES
□ EXPENSES

REPLACEMENT AIRPORT FUND

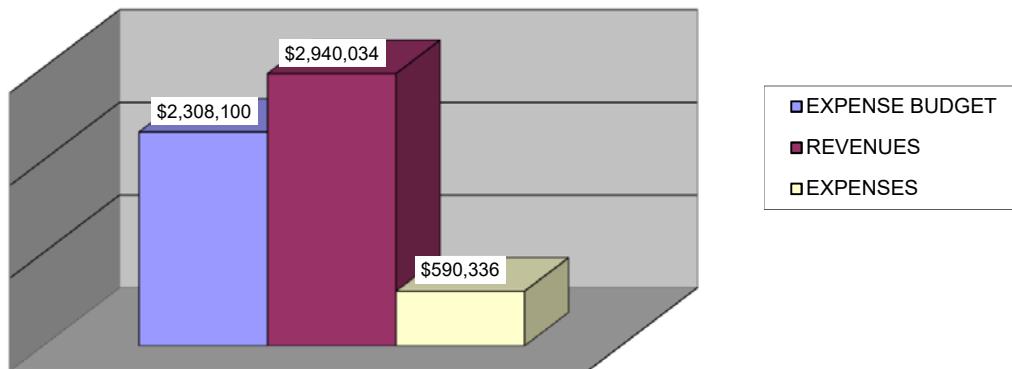


■ EXPENSE BUDGET
■ REVENUES
□ EXPENSES

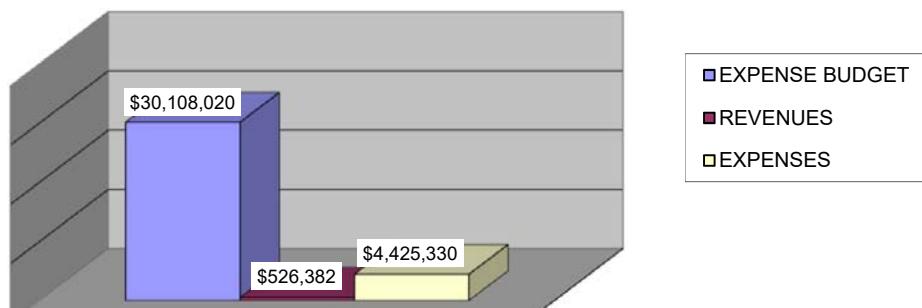
CAPITAL EQUIPMENT FUND



ECONOMIC DEVELOPMENT FUND (quasi-Economic/Capital Projects)



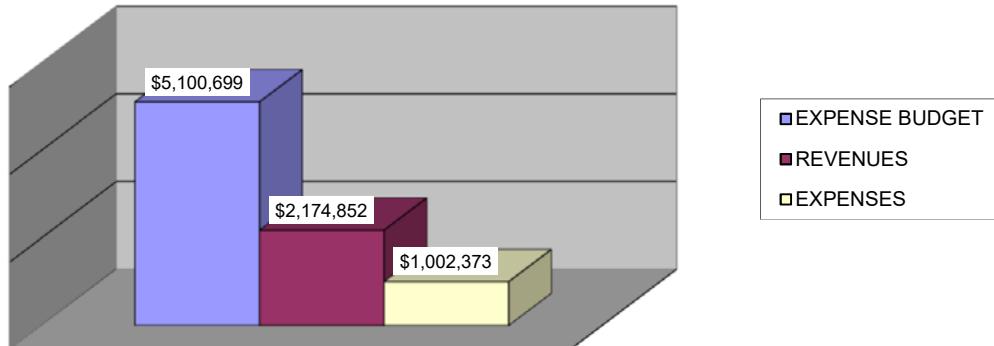
PUBLIC WORKS CAPITAL PROJECTS FUND



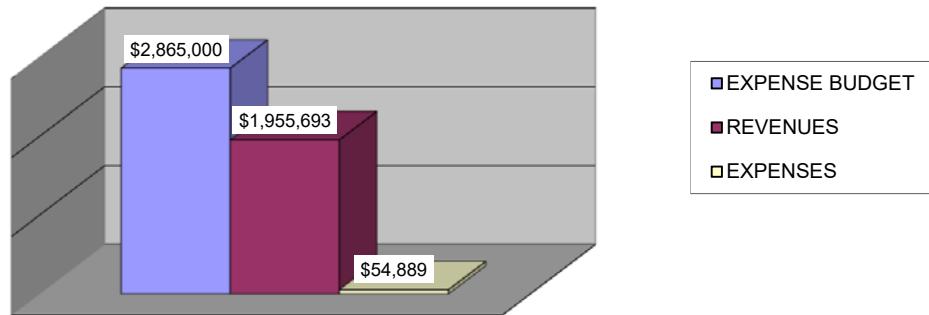
NOTE: Most of the Revenues are derived from year-end transfers from other City funds who collectively participate in funding each project (i.e. Transportation Fund, Street Impact, Drainage Impact, etc.)

CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
4/30/2020

PARK IMPACT FUND

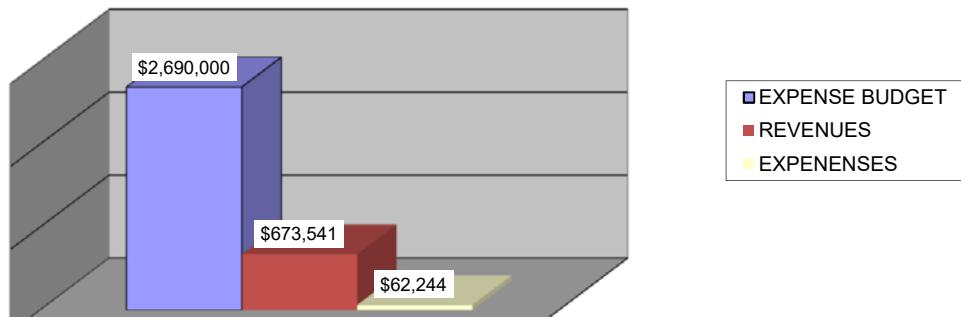


STREET IMPACT FUND



NOTE: Most of the budgeted Expenditures are in the form of a year-end transfer to the Public Works Capital Project Fund (PWCPF) based upon each project's actual costs in the PWCPF.

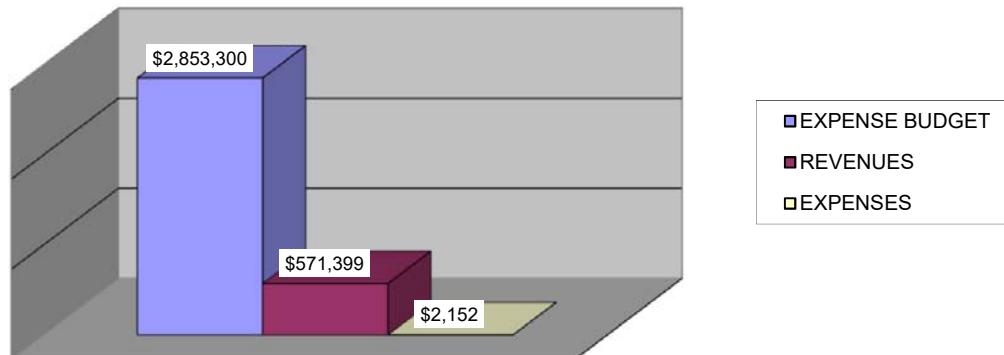
DRAINAGE IMPACT FUND



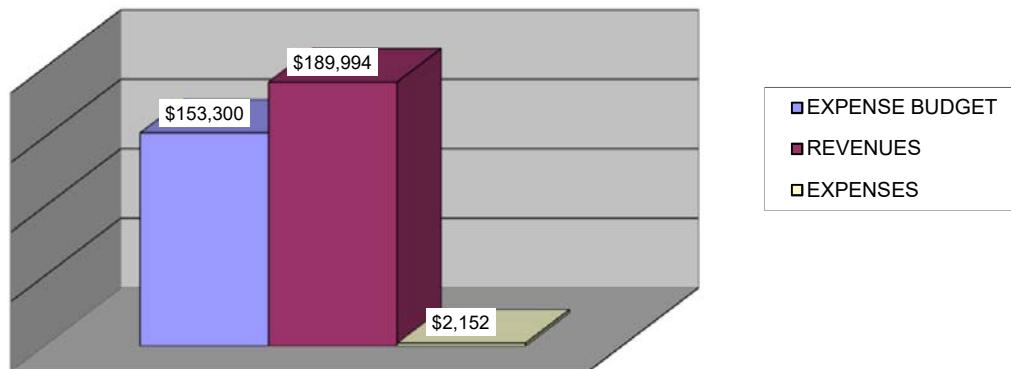
NOTE: Most of the budgeted Expenditures are in the form of a year-end transfer to the Public Works Capital Project Fund (PWCPF) based upon each project's actual costs in the PWCPF.

CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
4/30/2020

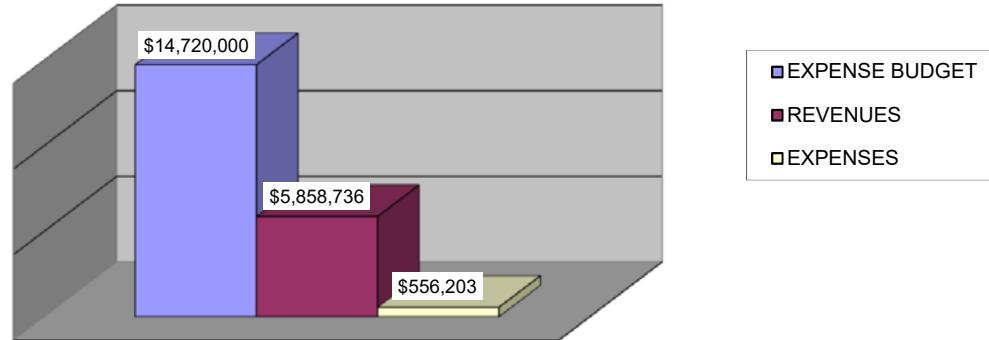
FIRE IMPACT FUND



POLICE IMPACT FUND

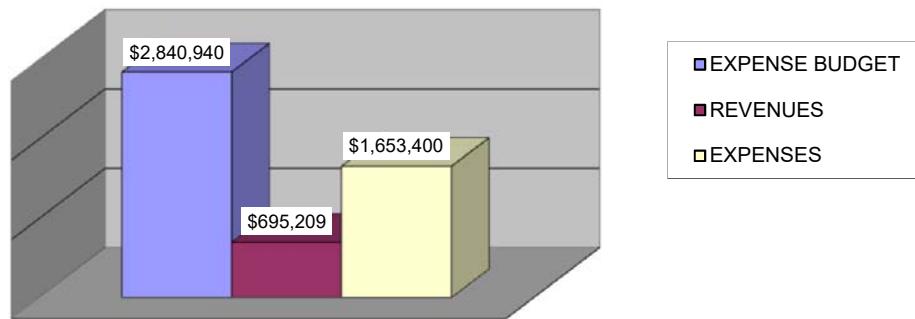


TRANSPORTATION IMPROVEMENT FUND (TIF)

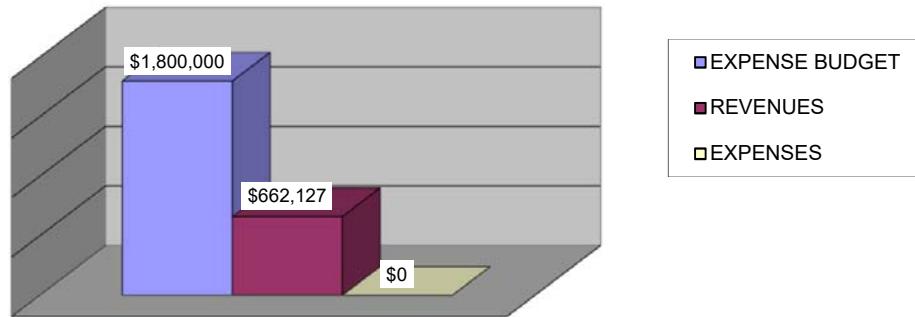


NOTE: Most of the budgeted Expenditures are in the form of a year-end transfer to the Public Works Capital Project Fund (PWCPF) based upon each project's actual costs in the PWCPF.

SUNTRAN TRANSIT FUND



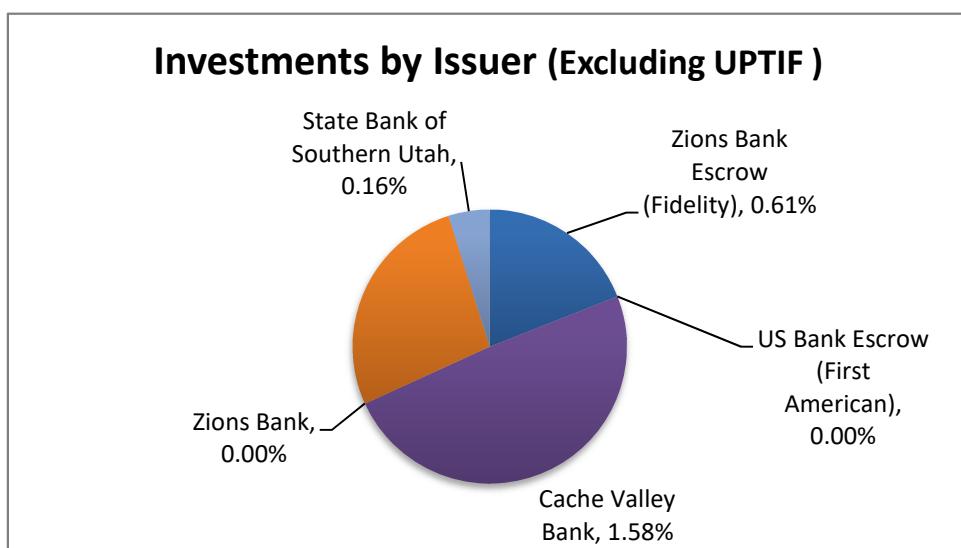
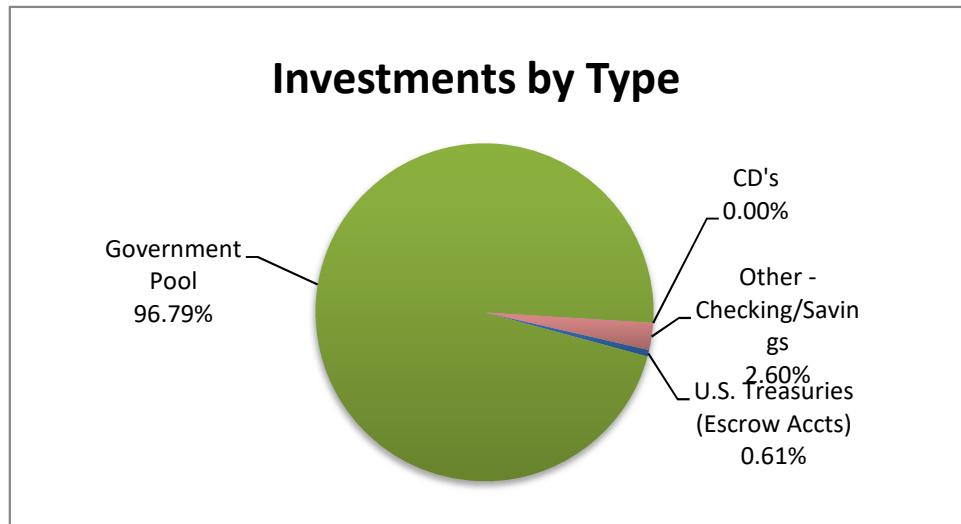
TRANSIT TAX FUND



City of St George
DEPOSITS AND INVESTMENTS
3/31/2020

Portfolio Composition	Amount	Percentage
<i>Investments by Type:</i>		
U.S. Treasuries (Escrow Accts)	985,171.33	0.61%
Agencies	-	0.00%
Government Pool	155,860,410.31	96.79%
Mutual Funds	-	0.00%
CD's	-	0.00%
Banker Acceptance	-	0.00%
Repos	-	0.00%
Other - Checking/Savings	<u>4,191,091.60</u>	2.60%
Total	<u>161,036,673.24</u>	100.00%

<i>Investments by Issuer:</i>		
UPTIF (State Pool)	155,860,410.31	96.79%
Zions Bank Escrow (Fidelity)	985,171.33	0.61%
US Bank Escrow (Assured Guar.)	-	0.00%
US Bank Escrow (First American)	-	0.00%
Cache Valley Bank	2,544,256.39	1.58%
Zions Bank	-	0.00%
Wells Fargo	1,394,206.97	0.87%
State Bank of Southern Utah	<u>252,628.24</u>	0.16%
Total	<u>161,036,673.24</u>	100.00%
<i>Portfolios Weighted Average Maturity on</i>	3/31/2020	<u>52.99</u> days
<i>Portfolios Weighted Average Rate on</i>	3/31/2020	<u>1.60%</u>



DRAFT

02

Agenda Item Number :

Request For Council Action

Date Submitted 05/15/2020 02:25 PM

Proposed City Council 05/21/2020
Date

Applicant Trevor Coombs

Subject Presentation regarding the closing sale of bonds for the Wastewater Treatment Plan.

Background Presentation by Jason Burningham, on the closing sale of bonds for the Wastewater Treatment Revenue Bonds, Series 2020 in the amount of \$36,090,000 with proceeds used for the Wastewater Treatment Plant expansions project.

Proposed Resolution No Action Needed

Cost \$

Action Taken

Requested by Trevor Coombs

File Attachments closingmemorandum-final5051820132044.pdf

Approved by Legal NA
Department?

Approved by City Admin Yes
Services?

Approved in Budget? N/A **Amount:**



St. George
THE BRIGHTER SIDE

\$36,090,000

CITY OF ST. GEORGE, UTAH
WASTEWATER TREATMENT REVENUE BONDS
SERIES 2020

CLOSING MEMORANDUM AND WIRE INSTRUCTIONS

To: Attached Distribution List
From: Lewis Young Robertson & Burningham, Inc.
Date: May 18, 2020
Financial Advisor: Jason Burningham, Principal and Owner,
Lewis Young Robertson & Burningham, Inc.
Underwriter: Citigroup Global Markets Inc.
Bond Counsel: Gilmore & Bell, P.C.
Trustee: U.S. Bank National Association
Final Maturity Date: April 1, 2045
Dated Date: May 21, 2020
Closing Date: May 21, 2020, 9:30 am MDT
Interest Payment: Interest is payable each April 1st and October 1st, beginning
October 1, 2020.
Principal Payment: The first principal payment is due April 1, 2021 with principal
payments falling due as shown in the Maturity Schedule on the
following page.

**MATURITY SCHEDULE:****SERIAL BOND MATURITY SCHEDULE FOR SERIES 2020 BONDS:**

MATURITY (APRIL 1)	PRINCIPAL AMOUNT	COUPON	YIELD	CUSIP (789565)
2021	\$ 985,000	5.00%	0.620%	AA6
2022	840,000	5.00%	0.740%	AB4
2023	880,000	5.00%	0.860%	AC2
2024	925,000	5.00%	0.970%	AD0
2025	970,000	5.00%	1.070%	AE8
2026	1,020,000	5.00%	1.150%	AF5
2027	1,070,000	5.00%	1.250%	AG3
2028	1,125,000	5.00%	1.330%	AH1
2029	1,180,000	5.00%	1.410%	AJ7
2030	1,240,000	5.00%	1.510%	AK4
2031	1,300,000	5.00%	1.620%*	AL2
2032	1,365,000	5.00%	1.740%*	AM0
2033	1,435,000	5.00%	1.840%*	AN8
2034	1,505,000	5.00%	1.890%*	AP3
2035	1,580,000	3.00%	2.340%*	AQ1
2036	1,630,000	3.00%	2.380%*	AR9
2037	1,675,000	3.00%	2.460%*	AS7
2038	1,725,000	3.00%	2.520%*	AT5
2039	1,780,000	3.00%	2.560%*	AU2
2040	1,835,000	3.00%	2.600%*	AV0

*Yield to first call date on April 1, 2030

TERM BOND AND MANDATORY SINKING FUND REDEMPTION SCHEDULE:

MATURITY (APRIL 1)	PRINCIPAL AMOUNT	COUPON	YIELD	CUSIP (789565)
2045	\$10,025,000	3.00%	2.770%*	AW8

*Yield to first call date on April 1, 2030

MATURITY (APRIL 1)	MANDATORY SINKING FUND MATURITY SCHEDULE
2041	\$1,890,000
2042	1,945,000
2043	2,000,000
2044	2,065,000
2045*	2,125,000

*Final maturity

OPTIONAL REDEMPTION PROVISION FOR SERIES 2020 BONDS

The Series 2020 Bonds maturing on or after April 1, 2031, are subject to redemption prior to maturity, at the election of the City, on or after April 1, 2030 at a price equal to par plus accrued interest to the date of redemption.



CLOSING INSTRUCTIONS:

1. Date / Place of Closing: Thursday, May 21, 2020, 9:30 a.m. MDT
Gilmore & Bell, P.C.
15 West South Temple, Suite 1450
Salt Lake City, Utah 84111
Telephone: (801) 364-5080

Note: Due to COVID-19-related restrictions currently in place, provisions will be made for all parties to participate in the closing via conference call. Instructions for participating in the call will be provided prior to the closing.

2. Bond Certificate Preparation: Bonds are to be issued in Book-Entry-Only form, and will be delivered on, or before, May 21, 2020 to U.S. Bank National Association (the "Trustee"), who will authenticate the Bond Certificates and hold them as the DTC "FAST" Agent for the benefit of Citigroup Global Markets Inc. (the "Underwriter").
3. The Underwriter will purchase the:

**\$36,090,000
CITY OF ST. GEORGE, UTAH
WASTEWATER TREATMENT REVENUE BONDS
SERIES 2020**

(the "Bonds") from the City for the purchase price of **\$40,229,342.53** as detailed below:

SOURCE	TOTAL
Par Amount of 2020 Bonds	\$36,090,000.00
Plus: Reoffering Premium	4,351,645.40
Less: Underwriter's Discount	(142,302.87)
Purchase Price of Bonds:	\$40,299,342.53

4. Prior to 9:30 a.m. (MDT) on the day of closing, the Underwriter will wire transfer by way of the Federal Funds system, the amount of **\$40,299,342.53** to the account of the Trustee according to the following wire instructions:

U.S. BANK, N.A.
St. Paul, Minnesota
ABA Number: 091000022
Account Name: U.S. Bank Corp. Trust Wire Clearing
Account Number: 1801 2116 7365
RE: St. George, Utah Wastewater Treatment Rev., Series 2020



5. The Trustee will utilize the funds received in paragraph 4 above as outlined below:

- a. \$40,000,000.00 will be deposited into the Series 2020 Acquisition/Construction Account.
- b. \$299,342.53 will be deposited to the Series 2020 Costs of Issuance Account to be used to pay costs of issuance for the Series 2020 Bonds upon receipt of an invoice as approved by the City. Amounts remaining in the Series 2020 Costs of Issuance Account 30 days after delivery of the Series 2020 Bonds shall be transferred to the Series 2020 Acquisition/Construction Account pursuant to Section 3.4 of the First Supplemental Indenture.

6. The following is a summary of the sources and uses of funds:

SOURCES OF FUNDS	AMOUNT
Par Amount of Bonds	\$36,090,000.00
Reoffering Premium	4,351,645.40
<i>Total Sources of Funds</i>	\$40,441,645.40

USES OF FUNDS	AMOUNT
Deposit to Series 2020 Acquisition/Construction Account	\$40,000,000.00
Costs of Issuance	299,342.53
Underwriter's Discount	142,302.87
<i>Total Uses of Funds</i>	\$40,441,645.40

7. A copy of the final debt service calculations are attached as **Exhibit A**.



DISTRIBUTION LIST – FINANCIAL TEAM MEMBERS

ISSUER

CITY OF ST. GEORGE CITY
175 East 200 North
St. George, Utah 84770
Phone: (435) 627-4000

Adam Lenhard, City Manager
E-mail: adam.lenhard@sgcity.org

Trevor Coombs, Administrative Services Director
Email: trevor.coombs@sgcity.org

Deanna Brklacich, Budget & Financial Planning Manager
Email: Deanna.brklacich@sgcity.org

Tiffany LaJoice, Finance Manager
Email: tiffany.lajoice@sgcity.org

Shawn Guzman, Esq., City Attorney
Email: shawn.guzman@sgcity.org

Christina Fernandez, City Recorder
Email: christina.fernandez@sgcity.org

Scott Taylor, Water Services Director
Email: scott.taylor@sgcity.org

Laura Woolsey, City Treasurer
Email: laura.woolsey@sgcity.org

FINANCIAL ADVISOR

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.
41 North Rio Grande, Suite 101
Salt Lake City, Utah 84101
Phone: (801) 596-0700

Jason Burningham, Principal
E-mail: jason@lewisyoung.com

Marc Edminster, Vice President
E-mail: marc@lewisyoung.com

TRUSTEE

U.S. BANK
170 South Main St., Suite 200
Salt Lake City, Utah 84101
Phone: (801) 534-6083

Kim Galbraith, Vice President
E-mail: kim.galbraith@usbank.com

BOND COUNSEL

GILMORE & BELL, P.C.
15 West South Temple, Suite 1450
Phone: (801) 364-5080

Randy Larsen, Shareholder
E-mail: r.larsen@gilmorebell.com
Phone: (801) 258-2722

Aaron Wade, Esq.
E-mail: a.wade@gilmorebell.com
Phone: (801) 258-2730

Cindy Arnold, Legal Assistant
E-mail: c.arnold@gilmorebell.com
Phone: (801) 258-2731

BOND UNDERWRITER

CITIGROUP GLOBAL MARKETS INC.
300 S. Grand Ave., Suite 3110
Los Angeles, CA 90071

Cameron Parks, Managing Director
E-mail: Cameron.parks@citi.com
Phone: (213) 486-7130

Christopher LeBrett, Director
E-mail: christopher.lebrett@citi.com
Phone: (213) 486-8995

Jennifer Kim, Analyst
E-mail: Jennifer.kim@citi.com
Phone: (213) 486-8924

UNDERWRITER'S COUNSEL

CHAPMAN & CUTLER LLP
215 South State St., Suite 800
Salt Lake City, UT 84111

Ryan D. Bjerke, Partner
E-mail: bjerke@chapman.com
Phone: (801) 533-0066



EXHIBIT A: FINAL DEBT SERVICE CALCULATIONS



\$36,090,000

City of St. George, Utah
Wastewater Treatment Revenue Bonds, Series 2020



Table of Contents

Report

Sources & Uses	1
Debt Service Schedule	2
Pricing Summary	3



\$36,090,000
City of St. George, Utah
Wastewater Treatment Revenue Bonds, Series 2020



Sources & Uses

Dated 05/21/2020 | Delivered 05/21/2020

Sources Of Funds

Par Amount of Bonds	\$36,090,000.00
Reoffering Premium	4,351,645.40
Total Sources	\$40,441,645.40

Uses Of Funds

Total Underwriter's Discount (0.394%)	142,302.87
Costs of Issuance	297,000.00
Deposit to Project Construction Fund	40,000,000.00
Rounding Amount	2,342.53
Total Uses	\$40,441,645.40



\$36,090,000

City of St. George, Utah

Wastewater Treatment Revenue Bonds, Series 2020



Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/21/2020	-	-	-	-	-
10/01/2020	-	-	505,375.00	505,375.00	-
04/01/2021	985,000.00	5.000%	699,750.00	1,684,750.00	2,190,125.00
10/01/2021	-	-	675,125.00	675,125.00	-
04/01/2022	840,000.00	5.000%	675,125.00	1,515,125.00	2,190,250.00
10/01/2022	-	-	654,125.00	654,125.00	-
04/01/2023	880,000.00	5.000%	654,125.00	1,534,125.00	2,188,250.00
10/01/2023	-	-	632,125.00	632,125.00	-
04/01/2024	925,000.00	5.000%	632,125.00	1,557,125.00	2,189,250.00
10/01/2024	-	-	609,000.00	609,000.00	-
04/01/2025	970,000.00	5.000%	609,000.00	1,579,000.00	2,188,000.00
10/01/2025	-	-	584,750.00	584,750.00	-
04/01/2026	1,020,000.00	5.000%	584,750.00	1,604,750.00	2,189,500.00
10/01/2026	-	-	559,250.00	559,250.00	-
04/01/2027	1,070,000.00	5.000%	559,250.00	1,629,250.00	2,188,500.00
10/01/2027	-	-	532,500.00	532,500.00	-
04/01/2028	1,125,000.00	5.000%	532,500.00	1,657,500.00	2,190,000.00
10/01/2028	-	-	504,375.00	504,375.00	-
04/01/2029	1,180,000.00	5.000%	504,375.00	1,684,375.00	2,188,750.00
10/01/2029	-	-	474,875.00	474,875.00	-
04/01/2030	1,240,000.00	5.000%	474,875.00	1,714,875.00	2,189,750.00
10/01/2030	-	-	443,875.00	443,875.00	-
04/01/2031	1,300,000.00	5.000%	443,875.00	1,743,875.00	2,187,750.00
10/01/2031	-	-	411,375.00	411,375.00	-
04/01/2032	1,365,000.00	5.000%	411,375.00	1,776,375.00	2,187,750.00
10/01/2032	-	-	377,250.00	377,250.00	-
04/01/2033	1,435,000.00	5.000%	377,250.00	1,812,250.00	2,189,500.00
10/01/2033	-	-	341,375.00	341,375.00	-
04/01/2034	1,505,000.00	5.000%	341,375.00	1,846,375.00	2,187,750.00
10/01/2034	-	-	303,750.00	303,750.00	-
04/01/2035	1,580,000.00	3.000%	303,750.00	1,883,750.00	2,187,500.00
10/01/2035	-	-	280,050.00	280,050.00	-
04/01/2036	1,630,000.00	3.000%	280,050.00	1,910,050.00	2,190,100.00
10/01/2036	-	-	255,600.00	255,600.00	-
04/01/2037	1,675,000.00	3.000%	255,600.00	1,930,600.00	2,186,200.00
10/01/2037	-	-	230,475.00	230,475.00	-
04/01/2038	1,725,000.00	3.000%	230,475.00	1,955,475.00	2,185,950.00
10/01/2038	-	-	204,600.00	204,600.00	-
04/01/2039	1,780,000.00	3.000%	204,600.00	1,984,600.00	2,189,200.00
10/01/2039	-	-	177,900.00	177,900.00	-
04/01/2040	1,835,000.00	3.000%	177,900.00	2,012,900.00	2,190,800.00
10/01/2040	-	-	150,375.00	150,375.00	-
04/01/2041	1,890,000.00	3.000%	150,375.00	2,040,375.00	2,190,750.00
10/01/2041	-	-	122,025.00	122,025.00	-
04/01/2042	1,945,000.00	3.000%	122,025.00	2,067,025.00	2,189,050.00
10/01/2042	-	-	92,850.00	92,850.00	-
04/01/2043	2,000,000.00	3.000%	92,850.00	2,092,850.00	2,185,700.00
10/01/2043	-	-	62,850.00	62,850.00	-
04/01/2044	2,065,000.00	3.000%	62,850.00	2,127,850.00	2,190,700.00
10/01/2044	-	-	31,875.00	31,875.00	-
04/01/2045	2,125,000.00	3.000%	31,875.00	2,156,875.00	2,188,750.00
Total	\$36,090,000.00	-	\$18,629,825.00	\$54,719,825.00	-

Yield Statistics

Bond Year Dollars	\$535,867.50
Average Life	14.848 Years
Average Coupon	3.4765730%
Net Interest Cost (NIC)	2.6910538%
True Interest Cost (TIC)	2.5412304%
Bond Yield for Arbitrage Purposes	2.3727691%
All Inclusive Cost (AIC)	2.6067323%

IRS Form 8038

Net Interest Cost	2.4497268%
Weighted Average Maturity	14.412 Years

Series 2020 Wastewater Re | SINGLE PURPOSE | 5/13/2020 | 11:53 AM



\$36,090,000

City of St. George, Utah
Wastewater Treatment Revenue Bonds, Series 2020



Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
04/01/2021	Serial Coupon	5.000%	0.620%	985,000.00	103.755%	-	-	-	1,021,986.75
04/01/2022	Serial Coupon	5.000%	0.740%	840,000.00	107.858%	-	-	-	906,007.20
04/01/2023	Serial Coupon	5.000%	0.860%	880,000.00	111.674%	-	-	-	982,731.20
04/01/2024	Serial Coupon	5.000%	0.970%	925,000.00	115.235%	-	-	-	1,065,923.75
04/01/2025	Serial Coupon	5.000%	1.070%	970,000.00	118.566%	-	-	-	1,150,090.20
04/01/2026	Serial Coupon	5.000%	1.150%	1,020,000.00	121.759%	-	-	-	1,241,941.80
04/01/2027	Serial Coupon	5.000%	1.250%	1,070,000.00	124.581%	-	-	-	1,333,016.70
04/01/2028	Serial Coupon	5.000%	1.330%	1,125,000.00	127.305%	-	-	-	1,432,181.25
04/01/2029	Serial Coupon	5.000%	1.410%	1,180,000.00	129.804%	-	-	-	1,531,687.20
04/01/2030	Serial Coupon	5.000%	1.510%	1,240,000.00	131.862%	-	-	-	1,635,088.80
04/01/2031	Serial Coupon	5.000%	1.620%	1,300,000.00	130.688%	c 1.865%	04/01/2030	100.000%	1,698,944.00
04/01/2032	Serial Coupon	5.000%	1.740%	1,365,000.00	129.421%	c 2.173%	04/01/2030	100.000%	1,766,596.65
04/01/2033	Serial Coupon	5.000%	1.840%	1,435,000.00	128.376%	c 2.419%	04/01/2030	100.000%	1,842,195.60
04/01/2034	Serial Coupon	5.000%	1.890%	1,505,000.00	127.857%	c 2.594%	04/01/2030	100.000%	1,924,247.85
04/01/2035	Serial Coupon	3.000%	2.340%	1,580,000.00	105.780%	c 2.531%	04/01/2030	100.000%	1,671,324.00
04/01/2036	Serial Coupon	3.000%	2.380%	1,630,000.00	105.419%	c 2.581%	04/01/2030	100.000%	1,718,329.70
04/01/2037	Serial Coupon	3.000%	2.460%	1,675,000.00	104.700%	c 2.652%	04/01/2030	100.000%	1,753,725.00
04/01/2038	Serial Coupon	3.000%	2.520%	1,725,000.00	104.166%	c 2.704%	04/01/2030	100.000%	1,796,863.50
04/01/2039	Serial Coupon	3.000%	2.560%	1,780,000.00	103.811%	c 2.740%	04/01/2030	100.000%	1,847,835.80
04/01/2040	Serial Coupon	3.000%	2.600%	1,835,000.00	103.457%	c 2.772%	04/01/2030	100.000%	1,898,435.95
04/01/2045	Term 1 Coupon	3.000%	2.770%	10,025,000.00	101.970%	c 2.888%	04/01/2030	100.000%	10,222,492.50
Total				\$36,090,000.00					\$40,441,645.40

Bid Information

Par Amount of Bonds	\$36,090,000.00
Reoffering Premium or (Discount)	4,351,645.40
Gross Production	\$40,441,645.40
Total Underwriter's Discount (0.394%)	\$(142,302.87)
Bid (111.663%)	40,299,342.53
Total Purchase Price	\$40,299,342.53
Bond Year Dollars	\$535,867.50
Average Life	14.848 Years
Average Coupon	3.4765730%
Net Interest Cost (NIC)	2.6910538%
True Interest Cost (TIC)	2.5412304%



CITY OF ST. GEORGE, UTAH

\$36,090,000
WASTEWATER TREATMENT REVENUE BONDS
SERIES 2020

PRICING Book – MAY 21, 2020 (BONDS SOLD VIA NEGOTIATED SALE ON MAY 13, 2020)

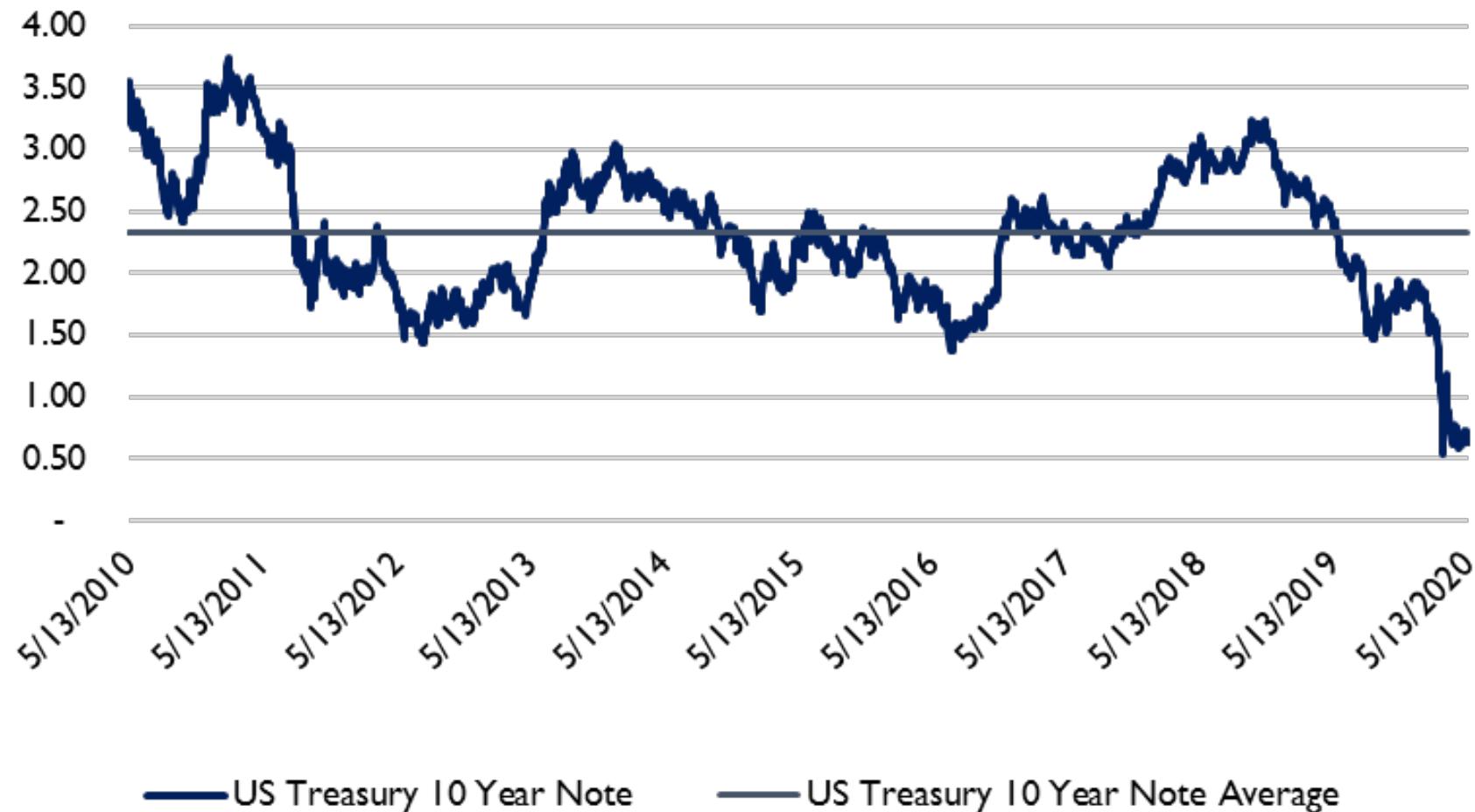


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U.S. TREASURY INDEX (10 YR.) – HISTORIC PERSPECTIVE (MAY 2010 – MAY 2020)

As of May 13, 2020, the 10 Year Treasury Note was at 0.64% which is significantly below the 10-year average of 2.32%.

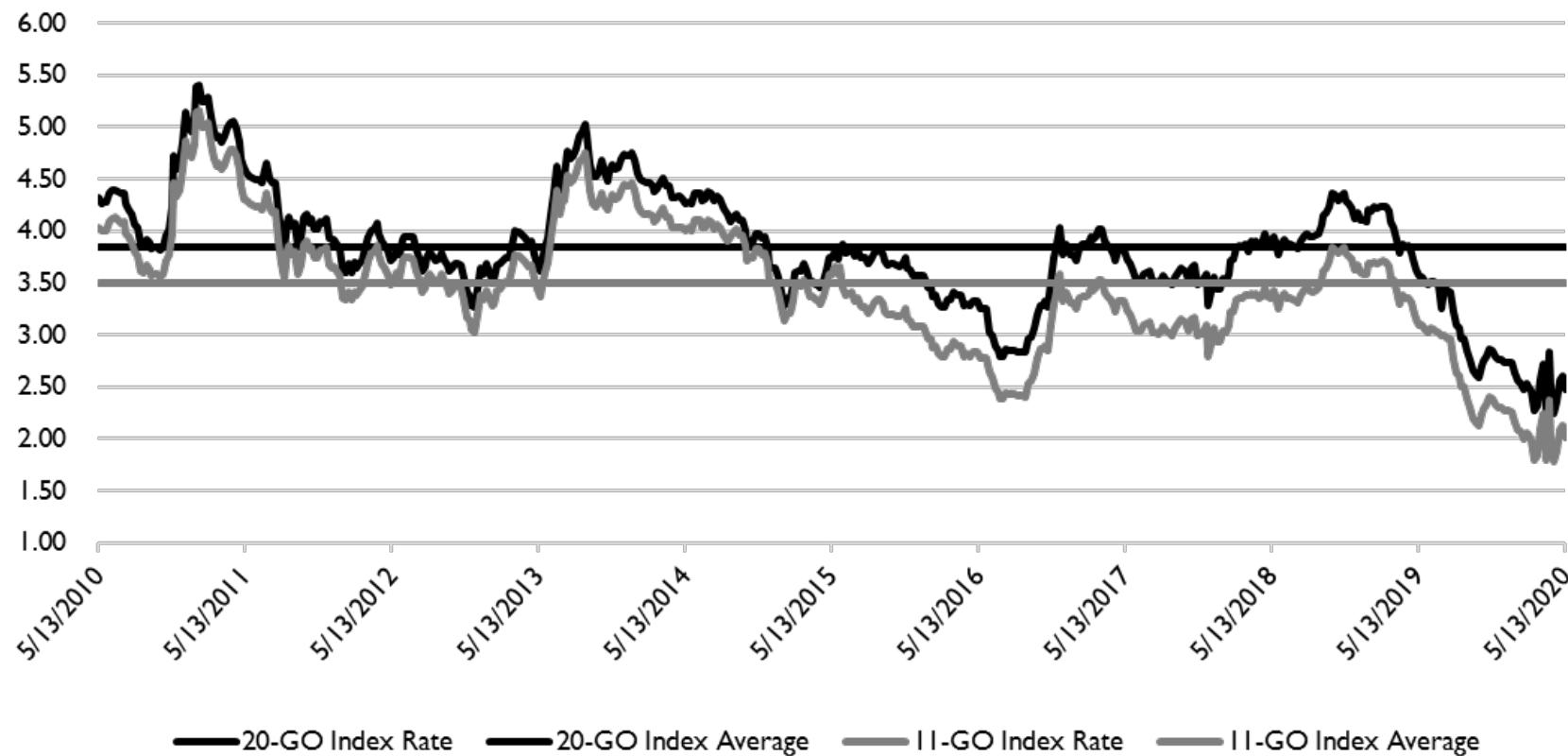


BOND BUYER INDICES – HISTORIC PERSPECTIVE (MAY 2010 – MAY 2020)

The following two indices provide general benchmarks in the municipal market.

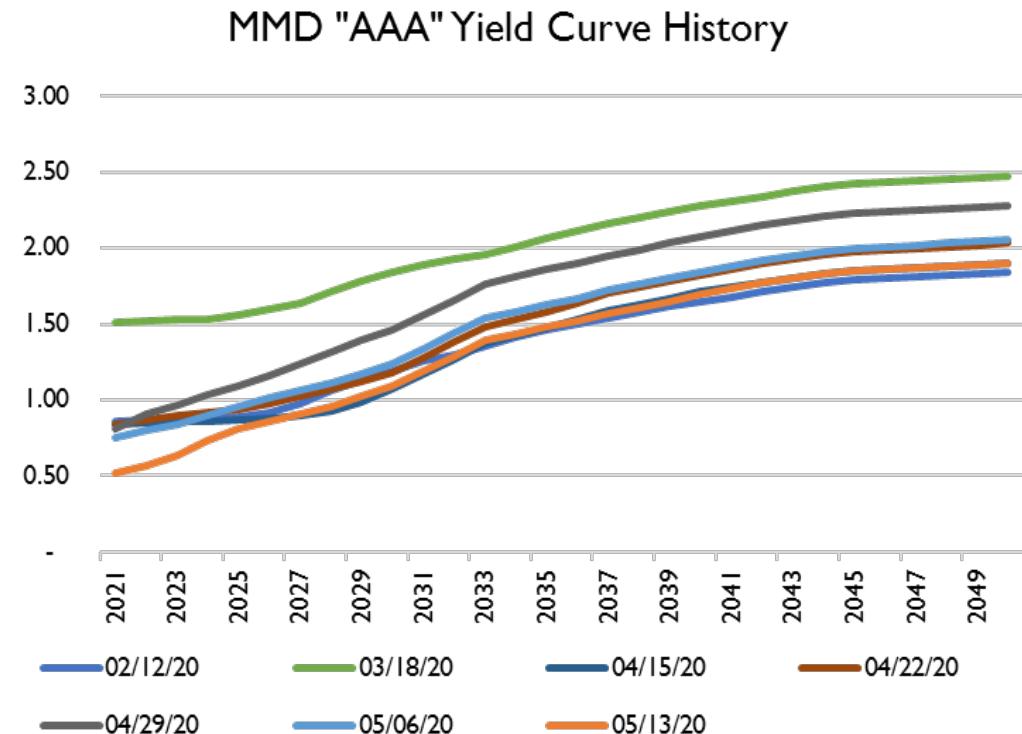
THE 20-GO BOND INDEX represents the average yield of 20 GO Bonds with a 20-year maturity rated Aa2 by Moody's. The 20-GO index closed at **2.48%** on May 14, 2020 which is below the 10-year average of **3.84%**.

THE 11-GO BOND INDEX represents the average yield of the top 11 of the 20 GO Bonds rated Aa2 by Moody's. The 11-GO index closed at **2.01%** on May 14, 2020 which is below the 10-year average of **3.50%**.



MUNICIPAL MARKET INDEX AND BENCHMARKS

Year	02/12/20	03/18/20	04/15/20	04/22/20	04/29/20	05/06/20	05/13/20
2021	0.86	1.51	0.84	0.84	0.81	0.75	0.52
2022	0.87	1.52	0.85	0.87	0.91	0.80	0.57
2023	0.87	1.53	0.86	0.90	0.97	0.84	0.64
2024	0.88	1.53	0.86	0.92	1.03	0.90	0.73
2025	0.89	1.56	0.87	0.94	1.09	0.96	0.81
2026	0.92	1.60	0.88	0.98	1.16	1.01	0.86
2027	0.98	1.64	0.90	1.02	1.24	1.06	0.91
2028	1.06	1.71	0.93	1.07	1.32	1.11	0.96
2029	1.13	1.78	0.99	1.12	1.39	1.17	1.02
2030	1.19	1.84	1.07	1.18	1.46	1.24	1.09
2031	1.26	1.89	1.17	1.28	1.56	1.34	1.19
2032	1.30	1.93	1.27	1.38	1.66	1.44	1.29
2033	1.35	1.96	1.37	1.48	1.76	1.54	1.39
2034	1.41	2.01	1.42	1.53	1.81	1.58	1.43
2035	1.46	2.06	1.47	1.58	1.86	1.63	1.48
2036	1.50	2.11	1.53	1.64	1.90	1.67	1.52
2037	1.54	2.16	1.59	1.70	1.95	1.72	1.57
2038	1.58	2.20	1.63	1.74	1.99	1.76	1.61
2039	1.62	2.24	1.67	1.78	2.03	1.80	1.65
2040	1.65	2.28	1.71	1.82	2.07	1.84	1.69
2041	1.68	2.31	1.74	1.86	2.11	1.88	1.73
2042	1.71	2.34	1.77	1.90	2.15	1.92	1.77
2043	1.74	2.37	1.80	1.93	2.18	1.95	1.80
2044	1.77	2.40	1.83	1.96	2.21	1.98	1.83
2045	1.79	2.42	1.85	1.98	2.23	2.00	1.85
2046	1.80	2.43	1.86	1.99	2.24	2.01	1.86
2047	1.81	2.44	1.87	2.00	2.25	2.02	1.87
2048	1.82	2.45	1.88	2.01	2.26	2.03	1.88
2049	1.83	2.46	1.89	2.02	2.27	2.04	1.89
2050	1.84	2.47	1.90	2.03	2.28	2.05	1.90



MUNICIPAL MARKET COMMENTARY – MAY 13, 2020

Tax-exempt bond yields continued to edge lower on Wednesday as muni participants showed a willingness to reach for quality paper up and down the yield curve, albeit with some trades more aggressive than others. Meanwhile, the week's primary supply slate continued to evolve with BofA pricing (Baa3/BBB-) \$800mln IL GO and Loop underwriting a further-upsized (Aa1/AAA) \$850mln NYC TFA loan. In the backdrop, stocks tumbled after Fed Chair Powell said the path ahead was "subject to significant downside risks" and billionaire hedge fund investor David Tepper told CNBC that the stock market was overpriced. The risk-off bias subsequently pushed treasury yields lower into a \$22bln 30yr bond auction that saw strong participation but less aggressive bidding.

MMD AAA GO yields were bumped as follows on Wednesday: 2bps in 2021-2022, 3bps in 2023-2024, and 5bps in 2025-2050.

Out beyond 15yrs, the story was similar. (25476FXV5) (Aaa/AA+) Wash DC GO 5s (c29) of 2044 selling at 1.95% (+8bps) looked very impressive, yet (949255HA4) (Aa2/AA) Weld Co, CO 5s (c29) of 2038 changing dealer hands at 1.95% (+30bps) was only a tad firmer than +33/+32bps transactions of late. We also noted (64989KLE4) (Aa1/AA) NY Power 4s (c30) of 2050 trading at 2.44% (+50bps) versus closer to +60bps of recent as the newly minted bonds continued to shed their original concession. Elsewhere, (13063DUT3) (Aa2/AA-) CA GO 4s (c30) of 2050 were put away at 2.46% (+52bps) after trading the day prior at 2.50%.

By 3 p.m. ET when the MMD AAA GO scale was set, the tsy 10yr note was trading at 0.65% versus 0.68% on Tuesday and the 30yr bond was changing hands at 1.34% compared to 1.38% the day prior. As for stocks, the DJIA Was down 604 points at 23,160 and the S&P 500 was 68 points lower, last at 2,801.

FINANCING SUMMARY AND OVERVIEW OF SERIES 2020 BOND SALE

PURPOSE OF THE BOND ISSUE – The City of St. George, Utah Wastewater Treatment Revenue Bonds, Series 2020 will be utilized to: i) finance construction of the expansion of the City's wastewater treatment plant, and ii) pay costs associated with the issuance and sale of the Series 2020 Bonds.

SECURITY FOR THE BOND ISSUE – The Series 2020 Bonds are secured by the City's net pledge of its Wastewater Treatment System Revenues.

SOURCES AND USES OF FUNDS

SOURCES OF FUNDS	TOTAL
Par Amount of Bonds	\$36,090,000.00
Reoffering Premium	4,351,645.40
Total Sources of Funds	\$40,441,645.40

USES OF FUNDS	TOTAL
Deposit to Series 2020 Acquisition/Construction Account	\$40,000,000.00
Costs of Issuance Account	299,342.53
Underwriter's Discount	142,302.87
Total Uses of Funds	\$40,441,645.40

INTEREST COST – The City's interest costs are generally expressed using three measures: the average coupon, the net interest cost (NIC), and the true interest cost (TIC).

Average Coupon – The average coupon is the weighted average of each coupon rate used in the issue. It represents the average rate to be paid by the District. The average coupon for the issue of the Series 2020 Bonds is **3.4766%**.

Net Interest Cost (NIC) – The NIC is a more accurate measure of the borrowing cost than the average coupon because the NIC includes, as a cost of financing, any underwriter's discount or original issue premium or discount from par associated with the issue. The NIC for the Series 2020 Bonds is **2.6911%**.

True Interest Cost (TIC) – The TIC is similar to the NIC in that it includes any underwriter's discount or original issue premium or discount from par in the cost of the financing. The TIC, however, is still a more accurate measure of the District's borrowing cost because it also takes into account the time value of money. The TIC is the present value of all principal and interest payments associated with the bond issue, discounted to the next amount actually received by the District for the Series 2020 Bonds. The TIC for the Series 2020 Bonds is **2.5412%**.

AVERAGE LIFE – The average life is the point in time (measured in years) at which half of the bond issue will have been redeemed, assuming no bonds are called prior to maturity. It reflects the average length of time the bond issue will be outstanding and is calculated as a weighted average of the principal amount of bonds scheduled to mature each year. The Average Life of the Series 2020 Bonds is **14.848 years**.

CALL FEATURE – The Series 2020 Bonds are subject to optional redemption prior to maturity on or after April 1, 2030 at a price of the par amount of the Series 2020 Bonds to be redeemed plus accrued interest to the date of redemption.

RATINGS – The Series 2020 Bonds have underlying ratings of **AA-** from S&P Global (f/k/a Standard & Poor's).

COSTS OF ISSUANCE – For the bond issue, the costs of issuance budget includes, as applicable, bond counsel fees, financial advisor fees, trustee fees, rating agency fees, escrow verification fees, and miscellaneous fees including publication fees, noticing fees, etc. Out-of-pocket expenses incurred by bond counsel have also been estimated and included. The total costs of issuance for the Series 2020 Bonds is **\$299,342.53**.

UNDERWRITER'S DISCOUNT – The underwriter's discount is the cost associated with the marketing and sale of the Series 2020 Bonds. The underwriter's discount for the Series 2020 Bonds is \$3.94/\$1,000 of bonds or **\$142,302.87**. The underwriter for the Series 2020 Bonds is Citigroup Global Markets Inc.

DATED DATE – the dated date of the bond issue is the date from which interest begins to accrue. The dated date for the Series 2020 Bonds is **May 21, 2020**.

CLOSING DATE – The closing date, also known as the delivery date, is the date in which the underwriter or buyer pays the issuer for the bonds and takes delivery of them. This is the date of most of the legal documentation relating to the bond issue. The closing date for the Series 2020 Bonds is **May 21, 2020**.

PREMIUM/DISCOUNT BONDS – The original issue discount or premium (OID/OIP) are the initial amounts paid to the City by bond purchasers at closing. The payment of a discount or premium quantifies the dollar amount difference from the coupon interest rate the City will pay the bond purchaser semi-annually versus the yield on the Bonds. Should the City pay a coupon interest rate which is lower than the current yield on the bonds, then the City would pay a Discount to the investor. However, on this transaction, the City will pay an overall coupon interest rate higher than the current yield which produces a Premium from the bond purchasers. The Original Issue Premium received for the Series 2020 Bonds is **\$4,351,645.40**.



APPENDIX A: FINAL DEBT SERVICE NUMBERS



\$36,090,000

City of St. George, Utah
Wastewater Treatment Revenue Bonds, Series 2020



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\$36,090,000
City of St. George, Utah
Wastewater Treatment Revenue Bonds, Series 2020



Sources & Uses

Dated 05/21/2020 | Delivered 05/21/2020

Sources Of Funds

Par Amount of Bonds	\$36,090,000.00
Reoffering Premium	4,351,645.40
Total Sources	\$40,441,645.40

Uses Of Funds

Total Underwriter's Discount (0.394%)	142,302.87
Costs of Issuance	297,000.00
Deposit to Project Construction Fund	40,000,000.00
Rounding Amount	2,342.53
Total Uses	\$40,441,645.40



\$36,090,000

City of St. George, Utah

Wastewater Treatment Revenue Bonds, Series 2020



Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/21/2020	-	-	-	-	-
10/01/2020	-	-	505,375.00	505,375.00	-
04/01/2021	985,000.00	5.000%	699,750.00	1,684,750.00	2,190,125.00
10/01/2021	-	-	675,125.00	675,125.00	-
04/01/2022	840,000.00	5.000%	675,125.00	1,515,125.00	2,190,250.00
10/01/2022	-	-	654,125.00	654,125.00	-
04/01/2023	880,000.00	5.000%	654,125.00	1,534,125.00	2,188,250.00
10/01/2023	-	-	632,125.00	632,125.00	-
04/01/2024	925,000.00	5.000%	632,125.00	1,557,125.00	2,189,250.00
10/01/2024	-	-	609,000.00	609,000.00	-
04/01/2025	970,000.00	5.000%	609,000.00	1,579,000.00	2,188,000.00
10/01/2025	-	-	584,750.00	584,750.00	-
04/01/2026	1,020,000.00	5.000%	584,750.00	1,604,750.00	2,189,500.00
10/01/2026	-	-	559,250.00	559,250.00	-
04/01/2027	1,070,000.00	5.000%	559,250.00	1,629,250.00	2,188,500.00
10/01/2027	-	-	532,500.00	532,500.00	-
04/01/2028	1,125,000.00	5.000%	532,500.00	1,657,500.00	2,190,000.00
10/01/2028	-	-	504,375.00	504,375.00	-
04/01/2029	1,180,000.00	5.000%	504,375.00	1,684,375.00	2,188,750.00
10/01/2029	-	-	474,875.00	474,875.00	-
04/01/2030	1,240,000.00	5.000%	474,875.00	1,714,875.00	2,189,750.00
10/01/2030	-	-	443,875.00	443,875.00	-
04/01/2031	1,300,000.00	5.000%	443,875.00	1,743,875.00	2,187,750.00
10/01/2031	-	-	411,375.00	411,375.00	-
04/01/2032	1,365,000.00	5.000%	411,375.00	1,776,375.00	2,187,750.00
10/01/2032	-	-	377,250.00	377,250.00	-
04/01/2033	1,435,000.00	5.000%	377,250.00	1,812,250.00	2,189,500.00
10/01/2033	-	-	341,375.00	341,375.00	-
04/01/2034	1,505,000.00	5.000%	341,375.00	1,846,375.00	2,187,750.00
10/01/2034	-	-	303,750.00	303,750.00	-
04/01/2035	1,580,000.00	3.000%	303,750.00	1,883,750.00	2,187,500.00
10/01/2035	-	-	280,050.00	280,050.00	-
04/01/2036	1,630,000.00	3.000%	280,050.00	1,910,050.00	2,190,100.00
10/01/2036	-	-	255,600.00	255,600.00	-
04/01/2037	1,675,000.00	3.000%	255,600.00	1,930,600.00	2,186,200.00
10/01/2037	-	-	230,475.00	230,475.00	-
04/01/2038	1,725,000.00	3.000%	230,475.00	1,955,475.00	2,185,950.00
10/01/2038	-	-	204,600.00	204,600.00	-
04/01/2039	1,780,000.00	3.000%	204,600.00	1,984,600.00	2,189,200.00
10/01/2039	-	-	177,900.00	177,900.00	-
04/01/2040	1,835,000.00	3.000%	177,900.00	2,012,900.00	2,190,800.00
10/01/2040	-	-	150,375.00	150,375.00	-
04/01/2041	1,890,000.00	3.000%	150,375.00	2,040,375.00	2,190,750.00
10/01/2041	-	-	122,025.00	122,025.00	-
04/01/2042	1,945,000.00	3.000%	122,025.00	2,067,025.00	2,189,050.00
10/01/2042	-	-	92,850.00	92,850.00	-
04/01/2043	2,000,000.00	3.000%	92,850.00	2,092,850.00	2,185,700.00
10/01/2043	-	-	62,850.00	62,850.00	-
04/01/2044	2,065,000.00	3.000%	62,850.00	2,127,850.00	2,190,700.00
10/01/2044	-	-	31,875.00	31,875.00	-
04/01/2045	2,125,000.00	3.000%	31,875.00	2,156,875.00	2,188,750.00
Total	\$36,090,000.00	-	\$18,629,825.00	\$54,719,825.00	-

Yield Statistics

Bond Year Dollars	\$535,867.50
Average Life	14.848 Years
Average Coupon	3.4765730%
Net Interest Cost (NIC)	2.6910538%
True Interest Cost (TIC)	2.5412304%
Bond Yield for Arbitrage Purposes	2.3727691%
All Inclusive Cost (AIC)	2.6067323%

IRS Form 8038

Net Interest Cost	2.4497268%
Weighted Average Maturity	14.412 Years

Series 2020 Wastewater Re | SINGLE PURPOSE | 5/13/2020 | 11:53 AM



\$36,090,000

City of St. George, Utah
Wastewater Treatment Revenue Bonds, Series 2020



Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
04/01/2021	Serial Coupon	5.000%	0.620%	985,000.00	103.755%	-	-	-	1,021,986.75
04/01/2022	Serial Coupon	5.000%	0.740%	840,000.00	107.858%	-	-	-	906,007.20
04/01/2023	Serial Coupon	5.000%	0.860%	880,000.00	111.674%	-	-	-	982,731.20
04/01/2024	Serial Coupon	5.000%	0.970%	925,000.00	115.235%	-	-	-	1,065,923.75
04/01/2025	Serial Coupon	5.000%	1.070%	970,000.00	118.566%	-	-	-	1,150,090.20
04/01/2026	Serial Coupon	5.000%	1.150%	1,020,000.00	121.759%	-	-	-	1,241,941.80
04/01/2027	Serial Coupon	5.000%	1.250%	1,070,000.00	124.581%	-	-	-	1,333,016.70
04/01/2028	Serial Coupon	5.000%	1.330%	1,125,000.00	127.305%	-	-	-	1,432,181.25
04/01/2029	Serial Coupon	5.000%	1.410%	1,180,000.00	129.804%	-	-	-	1,531,687.20
04/01/2030	Serial Coupon	5.000%	1.510%	1,240,000.00	131.862%	-	-	-	1,635,088.80
04/01/2031	Serial Coupon	5.000%	1.620%	1,300,000.00	130.688%	c 1.865%	04/01/2030	100.000%	1,698,944.00
04/01/2032	Serial Coupon	5.000%	1.740%	1,365,000.00	129.421%	c 2.173%	04/01/2030	100.000%	1,766,596.65
04/01/2033	Serial Coupon	5.000%	1.840%	1,435,000.00	128.376%	c 2.419%	04/01/2030	100.000%	1,842,195.60
04/01/2034	Serial Coupon	5.000%	1.890%	1,505,000.00	127.857%	c 2.594%	04/01/2030	100.000%	1,924,247.85
04/01/2035	Serial Coupon	3.000%	2.340%	1,580,000.00	105.780%	c 2.531%	04/01/2030	100.000%	1,671,324.00
04/01/2036	Serial Coupon	3.000%	2.380%	1,630,000.00	105.419%	c 2.581%	04/01/2030	100.000%	1,718,329.70
04/01/2037	Serial Coupon	3.000%	2.460%	1,675,000.00	104.700%	c 2.652%	04/01/2030	100.000%	1,753,725.00
04/01/2038	Serial Coupon	3.000%	2.520%	1,725,000.00	104.166%	c 2.704%	04/01/2030	100.000%	1,796,863.50
04/01/2039	Serial Coupon	3.000%	2.560%	1,780,000.00	103.811%	c 2.740%	04/01/2030	100.000%	1,847,835.80
04/01/2040	Serial Coupon	3.000%	2.600%	1,835,000.00	103.457%	c 2.772%	04/01/2030	100.000%	1,898,435.95
04/01/2045	Term 1 Coupon	3.000%	2.770%	10,025,000.00	101.970%	c 2.888%	04/01/2030	100.000%	10,222,492.50
Total				\$36,090,000.00					\$40,441,645.40

Bid Information

Par Amount of Bonds	\$36,090,000.00
Reoffering Premium or (Discount)	4,351,645.40
Gross Production	\$40,441,645.40
Total Underwriter's Discount (0.394%)	\$(142,302.87)
Bid (111.663%)	40,299,342.53
Total Purchase Price	\$40,299,342.53
Bond Year Dollars	\$535,867.50
Average Life	14.848 Years
Average Coupon	3.4765730%
Net Interest Cost (NIC)	2.6910538%
True Interest Cost (TIC)	2.5412304%



APPENDIX B: RATINGS REPORT

RatingsDirect®

Summary:

St George, Utah; Water/Sewer

Primary Credit Analyst:

Malcolm N D'Silva, Centennial + 1 (303) 721 4526; malcolm.dsilva@spglobal.com

Secondary Contact:

John Schulz, Centennial (1) 303-721-4385; john.schulz@spglobal.com

Table Of Contents

Rating Action

Stable Two-Year Outlook

Credit Opinion

Summary:

St George, Utah; Water/Sewer

Credit Profile		
US\$34.455 mil wastewater treatment rev bnds ser 2020 due 04/01/2045		
<i>Long Term Rating</i>	AA-/Stable	
		New

Rating Action

S&P Global Ratings assigned its 'AA-' long-term rating to St. George, Utah's proposed estimated \$34.5 million series 2020 wastewater treatment revenue bonds. The outlook is stable.

The bond proceeds will be used to finance \$40 million in capital improvements to the city-owned regional wastewater treatment facility, including expansion of treatment capacity, and upgrades and rehabilitation of existing infrastructure. The bonds are secured by net revenues of the wastewater treatment system. Bond provisions are, in our view, standard and credit neutral, with a rate covenant and additional bonds test of 1.25x annual debt service. A debt service reserve will be funded, equivalent to the lesser of maximum annual debt service (MADS), 125% of average annual debt service, and 10% of initial proceeds.

Credit overview

The rating reflects our opinion of the wastewater treatment system's general creditworthiness and a combination of its very strong enterprise and financial risk profiles. In addition, given the current economic conditions, we believe the system's revenues may possibly experience slower growth somewhat for fiscal 2020 or beyond, though ultimately our expectation is that management will continue to manage the system and maintain sound coverage levels. The system, as of fiscal 2019, also has about five year's cash on hand, which we believe provides significant cushion for short-term disruptions. Additionally, management has instituted its contingency plans to ensure minimal disruptions in service provided. While we continue to monitor events related to COVID-19, we do not currently anticipate it affecting the system's ability to maintain budgetary balance and make debt service payments. For more information, see our article "All U.S. Public Finance Sector Outlooks Are Now Negative" (published April 1, 2020, on RatingsDirect).

The city has a predominantly residential customer base, with affordable service rates and adequate operational capacity to meet current demand. The city-owned and operated St. George Regional Water Reclamation Facility (SGRWRF) serves as the regional wastewater treatment provider which includes surrounding communities of Washington, Santa Clara, and Ivins. The majority of the leading users are wholesale customers that are, in essence, municipalities that provide retail services to mostly residential customer bases. The wastewater treatment system's capital improvement plan (CIP) will address capacity upgrades to meet the demands of future growth, and enhance the system to facilitate compliance with new nutrient removal requirements recently implemented by the State of Utah. We believe that city council actions relating to the system's future rate plan to meet capital needs and cost of service will establish a clear trajectory for future financial performance.

The stable outlook reflects our anticipation that the city will implement timely rate adjustments to sustain the system's strong projected all-in coverage metrics and very strong liquidity position as it progresses through its large CIP needs. The outlook also reflects our opinion that the system's financial performance should remain sustainable during the two-year outlook period, barring any unforeseen reduction in operating margins or growth-related revenues.

The enterprise risk profile further reflects our view of the wastewater treatment system's:

- Strong service area growth supported by good income indicators, given the city's standing as a regional center in the area;
- Very low industry risk as a monopolistic service provider of an essential public utility;
- Very strong market position which reflects affordable service rates with a willingness to adjust rates; and
- Good operational management practices and policies with adequate system resources and capacity.

The financial risk profile reflects our view of the wastewater treatment system's:

- Extremely strong projected all-in debt service coverage (DSC) metrics that we anticipate will be sustained based on management's forecast;
- Very strong liquidity position which we believe is sustainable despite plans to use cash reserves for capital needs;
- Moderate pro forma leverage position based on a debt-to-capitalization ratio of about 26% with no additional debt financing needs over the upcoming five-year period; and
- Good financial management assessment (FMA) of its practices and policies.

Environmental, social, and governance (ESG) factors

Overall, we believe that management has mitigated most of the wastewater treatment system's ESG-related risk by adopting, adhering to, and adjusting its operating and financial policies and procedures. While the treatment plant's current capital plan is largely driven by growth and regulatory requirements to meet future nutrient removal standards, the city has been undertaking planned investments in the treatment facility to mitigate its environmental risks. The city has received an extension until Jan. 1, 2025 from the state to be in compliance with the new regulation, which is based on the pending construction of the SGRWRF expansion.

Stable Two-Year Outlook

Downside scenario

We could take a negative rating action if the system's financial position deteriorates significantly, such as from unanticipated and extraordinarily large change in its capital plans or operations, resulting in pressured coverage metrics, or a substantially weaker liquidity position.

Upside scenario

We could take a positive rating action if the system demonstrates a track record of outperforming projections with sustainable financial performance without significant reliance on impact fee revenues, and if the service area economy continues to build-out, as demonstrated through stabilizing income metrics.

Credit Opinion

Enterprise risk

St. George is Washington County's seat and serves as a trade and distribution center for the surrounding area. The service area population has significantly increased since 2010, growing by an aggregate of more than 25% to an estimated 132,000 in 2019. This translates into an estimated 67,391 equivalent residential units served by the system, as of fiscal 2019. The city has historically been a popular retirement community, but more recently, an influx of working-age residents has generated ongoing development. Leading employers are in education, government, health care, and air transportation. In 2019, the county's unemployment rate was 2.9%, which was below the national average. In addition to regional trade, tourism is important to the economy, with millions of tourists attracted annually to nearby Zion and Bryce Canyon national parks, as well as to local golf courses and events at the city's convention center. The service area's income indicators are good, in our opinion, with the median household effective buying income (MHHEBI) for the city of St. George, at 101% of the national median. The service area is approximately 60% built-out and its population has grown rapidly over the past 20 years, with management anticipating population to be nearly 225,000 at build-out. We view the customer base to be very diverse based on the leading 10 retail customers providing about 6% of total operating revenues. However, there is some level of concentration from its wholesale customers. Revenues from wholesale customers, which includes Washington City, Ivins City, and Santa Clara City make up about 26% and are governed by individual interlocal agreements. We note that the leading wholesale customers are, in essence, municipalities that provide retail services to mostly residential customer bases, which minimizes risk to operations.

We view the system's market position to be very strong based on its affordable service rates, particularly relative to the area's good income levels, and average county poverty rate. Currently, a single-family residential customer pays \$15.50 per month for wastewater service, of which, \$9.62 is the regional wastewater component, while \$5.88 is the local wastewater collection component. The service rates are equivalent to about 0.4% of MHHEBI when annualized, which is affordable and provides significant revenue raising flexibility. Management plans to increase wastewater regional treatment rates by approximately 15% in fiscal 2021 (subject to city council approval) to enhance revenue sufficiency. The city also charges impact fees for connecting to the system and all new developments. We understand that these impact fees can be used to pay for capital improvements, which are mostly growth related. Management reports that there have not been any material payment delinquencies by the customer base.

Also supporting the enterprise risk profile is a good operational management assessment, which, in our view, indicates a favorable alignment of operations and management's strategic goals, although some challenges may exist in the long term. The SGRWRF serves as a regional wastewater treatment provider that includes surrounding communities of Washington, Santa Clara, and Ivins. These three communities are served through individual service agreements between St. George and each of the three communities. These service agreements are in effect until 2037, and is anticipated to be renewed at that time. These communities have very limited alternative wastewater treatment options, and the city reports that the capacity from any of these communities failing to renew their respective agreement would be absorbed by the city's own expected growth. The current capacity is 17 million gallons per day (MGD), which meets the average daily flow of 12 MGD in 2020. The SGRWRF expansion project will increase the

capacity to 25.5 MGD, and is anticipated to accommodate the growth in the service area until approximately 2034. The plant will also convert its existing treatment process to facilitate compliance with new nutrient removal requirements. Rates are reviewed annually and management has initiated an impact fee facilities study that will require council approval. The impact fee facilities plan will address future infrastructure growth needed to serve the city.

Financial risk

We view the wastewater system's projected all-in coverage as extremely strong. All-in coverage is our internally adjusted debt service coverage metric that tracks the use of total utility operating revenues, regardless of lien position, accounting treatment, or ultimate purpose. Financial performance during the past three fiscal years primarily reflected rising operating revenues from rate adjustments and customer growth. Operating expenses have been relatively stable in the past three fiscal years. Based on management's forecast, which we view as reasonable, we calculate all-in DSC would be at least 2.4x (including impact fees) and at least 1.5x (excluding impact fees) during the five-year period through fiscal 2025. Key assumptions in the forecast include an annual 3% increase in operating revenues, a 2% annual increase in operating expenses, and no additional leverage. In our scenario which includes an assumption of relatively level revenues over the course of the upcoming five years, we calculate all-in DSC would be at least 2.3x (including impact fees) and at least 1.4x (excluding impact fees) during the forecast period.

The system also maintains a very strong projected liquidity position, and we anticipate that it will likely remain so despite plans to draw down reserves to pay for a portion of continued capital spending. Based on the city's audited financial statements, we calculate the system held unrestricted cash and investments of about \$24.6 million in fiscal 2019, equivalent to slightly over five years' of operating expenses. Based on management's cash flow projections, we understand that the city plans to deploy cash reserves to supplement its capital needs with reserve balances. Management projects a drawdown in cash balances to a minimum \$7.7 million or roughly 500 days during the five year forecast-period.

The system will have a pro forma adjusted debt-to-capitalization ratio of about 26% following this transaction, which we consider moderate, albeit tempered by the fact that there is no additional debt plans during the five-year period beyond the series 2020 bonds. Through fiscal 2025, management has identified approximately \$72 million in capital improvement projects, of which \$40 million (55%) will be funded with bond proceeds from this 2020 transaction, and the remaining will be funded on a pay-as-you-go basis and with impact fees. The current CIP will focus on enhancing the existing facility while also making requisite improvements to the treatment process due to new state regulations for nutrient removal in its discharge stream. The city received an extension to Jan. 2025 from the state to be in compliance with the new guidelines. The city participates in the Utah Retirement System and has been making its necessary annual employer contributions.

Also supporting the financial risk profile is a good FMA. We view the financial management of the system to be good as a result of sound revenue and expense assumptions and regular interim financial reporting which is provided to the council throughout the fiscal year. The system's financial plan has been produced as part of this debt financing, and the city maintains long-term capital improvement plans which are reviewed annually. Financial and operational information are relatively easily obtained, as the department's budget, financial statements, and other important operational and financial information are readily available on its website.

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

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DRAFT

03

Agenda Item Number :

Request For Council Action

Date Submitted 05/12/2020 08:44 AM

Proposed City Council 05/21/2020
Date

Applicant City of St. George

Subject Public hearing and resolution to review and approve amendments to the
Fiscal Year 2019-20 Budget.

Background City departments have submitted requests for adjustments to their fiscal year 2019-20 department budgets per their review and forecasts based upon completion of a little more than 80% of the fiscal year. Budget opening requests are primarily due to adjustments related to employee retirements, increases in expenditures and revenues due to higher-than-anticipated program participation or product sales, project re-allocations, and unforeseen emergency expenditures.

Proposed Resolution Staff recommends taking public comment and approval of the resolution.

Cost \$

Action Taken

Requested by Deanna Brklacich

File Attachments may212020budgetopening051820122304.pdf

Approved by Legal NA
Department?

Approved by City Admin Yes
Services?

Approved in Budget? N/A **Amount:**

RESOLUTION NO. _____

**AMENDING THE 2019-2020 FISCAL BUDGET FOR THE
CITY OF ST. GEORGE, UTAH.**

WHEREAS, pursuant to the Uniform Fiscal Procedures Act for Utah Cities (the "Act"), the City of St. George is required to adopt an annual budget with regard to the funds of the City; and

WHEREAS, the City has complied with the provisions of the Act in adopting a budget, and setting and conducting public hearings on such budget.

NOW, THEREFORE, at a regular meeting of the City Council of the City of St. George, Utah, duly called, noticed and held on the 21st day of May, 2020, upon motion duly made and seconded, it is unanimously

RESOLVED that the 2019-2020 fiscal budget for the City of St. George thereto, is hereby amended. Said amendments are attached hereto as Exhibit "A."

VOTED UPON AND PASSED BY THE CITY COUNCIL OF THE CITY OF ST. GEORGE AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE 21ST DAY OF MAY, 2020.

Members of the Council Voting Aye

Jimmie Hughes
Michele Randall - absent
Bryan Smethurst
Gregg McArthur
Dannielle Larkin

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

GENERAL FUND ADJUSTMENTS

			Debit	Credit
1	10-4220-7408	Fire Dept. - Fire Station 6 Renovation	33,000	
	10-4810-9100	General Fund - Transfers to Other Funds		33,000
	40-38200	Capital Projects Fund - Transfers from Other Funds	33,000	
	40-38800	Capital Projects Fund - Appropriated Fund Balance		33,000

To fund the costs to renovate and equip Fire Station #6 (2450 E.) to be a full-time fire station in order to enhance coverage in the Mall Drive area which is currently experiencing high growth.

2	10-4211-1100	Police Dept. - Full-time Wages	260,000	
	10-4211-1200	Police Dept. - Part-time Wages	10,000	
	10-4211-2800	Police Dept. - Telephone	40,000	
	10-4211-4510	Police Dept. - Animal Shelter	35,000	
	10-4810-9100	General Fund - Transfers to Other Funds		345,000
	40-38200	Capital Projects Fund - Transfers from Other Funds	345,000	
	40-38800	Capital Projects Fund - Appropriated Fund Balance		345,000

To increase the Police Dept.'s budget due to various unforeseen costs of unexpected retirements, achieving a level of being fully staffed which reduces turnover lag funding; increase in part-time hours due to COVID19; increases in telephone costs due moving to a plan which separates cellular hot spots as stand alone as opposed to a combination phone/hot spots for patrol officers; and additional one-time expenses from taking in several horses at the animal shelter.

3	10-4560-1200	Tennis & Pickleball (Adult Sports) - Part-time Wages	18,900	
	10-4560-2712	Tennis & Pickleball (Adult Sports) - Tennis Program & Supplies	22,000	
	10-4560-2716	Tennis & Pickleball (Adult Sports) - Pickleball Supplies & Concessions	20,900	
	10-4810-9100	General Fund - Transfers to Other Funds	6,950	
	10-34770	Tennis & Pickleball Revenue		68,750
	40-38200	Capital Projects Fund - Transfers from Other Funds		6,950
	40-38800	Capital Projects Fund - Appropriated Fund Balance		6,950

To increase the Adult Sports divisions budget by \$61,800 for anticipated expenditures over budgeted amounts directly related to the increase participation in our Pickleball / Tennis Leagues, Clinics, Lessons, and Tournaments. The increased budget will be funded by an increase in revenues of \$68,750 from these activities.

GENERAL FUND ADJUSTMENTS

4	10-4131-1100	City Manager - Full-time Wages	2,900
	10-4135-1100	Human Resources - Full-time Wages	2,950
	10-4141-1100	Administrative Services - Full-time Wages	1,750
	10-4142-1100	Technology Services - Full-time Wages	3,850
	10-4145-1100	Legal - Full-time Wages	2,900
	10-4160-1100	Building Maintenance - Full-time Wages	1,950
	10-4211-1100	Police - Full-time Wages	24,650
	10-4213-1100	Emergency Medical Dispatch - Full-time Wages	6,200
	10-4220-1100	Fire - Full-time Wages	7,350
	10-4411-1100	Public Works Admin - Full-time Wages	1,950
	10-4413-1100	Streets - Full-time Wages	2,100
	10-4440-1100	Fleet Maintenance - Full-time Wages	1,050
	10-4450-1100	Engineering - Full-time Wages	8,350
	10-4510-1100	Parks - Full-time Wages	2,200
	10-4556-1100	Softball Programs - Full-time Wages	700
	10-4558-1100	Special Events and Programs - Full-time Wages	800
	10-4559-1100	Youth Sports Programs - Full-time Wages	750
	10-4560-1100	Adult Sports Programs - Full-time Wages	950
	10-4563-1100	Community Arts - Full-time Wages	2,650
	10-4566-1100	Leisure Services Admin - Full-time Wages	1,400
	10-4590-1100	Cemetery - Full-time Wages	1,100
	10-4653-1100	Development Services - Full-time Wages	7,700
	10-5400-1100	Airport - Full-time Wages	2,300
	10-5650-1100	Aquatic Center - Full-time Wages	650
	55-5500-1100	Red Hills Golf Course - Full-time Wages	3,500
	55-5510-1100	Golf Course Operations - Full-time Wages	1,450
	55-5525-1100	Southgate Golf Course - Full-time Wages	2,150
	55-5550-1100	St. George Golf Club - Full-time Wages	1,550
	55-5575-1100	Sunbrook Golf Club - Full-time Wages	4,300
	10-4810-1200	Debt. Service & Transfers - Part-time Wages	102,100

To increase individual General Fund department budgets for the actual sick-leave conversion amounts in January 2020 which were budgeted in the Debt Service & Transfers budget as a tentative amount since FY2020 is the first year for reinstatement of this compensation program.

5	10-4810-9100	General Fund - Transfers to Other Funds	329,900
	10-4810-1200	Debt. Service & Transfers - Part-time Wages	329,900
	40-38200	Capital Projects Fund - Transfers from Other Funds	329,900
	40-38800	Capital Projects Fund - Appropriated Fund Balance	329,900

To adjust the original budgeted Sick-Leave conversion amount of \$432,000 to \$0 (zero) as the budget has been reallocated to individual General Fund departments based upon actual amounts of \$102,100.

OTHER FUNDS

6	87-8700-7724 87-8700-7690	Bloomington Hills Dr Pedestrian Path 2000 S, 3430 E, 2450 S Improvements	487,698	487,698
To re-allocate funds originally budgeted for a secondary access road for George Washington Academy, to fund a safe-path-to-school pedestrian walking path on Bloomington Hills Drive instead.				
7	41-4100-2765 41-38800	Economic Development Projects Fund - COVID19 Economic Development Projects Fund - Appropriated Fund Balance	250,000	250,000
To budget emergency funds to contribute to the Greater Together Business Resiliency Fund to assist local businesses to stay open and pay their employees during the economic downturn caused by the COVID19 pandemic.				
8	41-4100-9110 41-38800	Economic Development Projects Fund - Loans to Other Funds Economic Development Projects Fund - Appropriated Fund Balance	404,113	404,113
To budget for an interfund loan from the General Economic Development Projects Fund to the Central Business District CDA which has not yet been invoked and therefore is not creating tax increment revenues; however, the CDA is contractually obligated to reimburse City View Developers for \$200,000 in improvements, plus change orders requested by the City for \$204,113. The interfund loan will be repaid by the Central Business District CDA once the CDA is invoked (in FY2022) and generating revenues. (See also RDA budget opening #4)				
9	41-4100-7300 41-38800	Economic Development Projects Fund - Improvements Economic Development Projects Fund - Appropriated Fund Balance	50,000	50,000
To budget for furnishings and site improvements within the City-owned public gathering spaces and pedestrian corridor in the Main Street and City View area.				
10	40-4000-7590 40-38800	Capital Projects Fund - SHAC Fabric Roof Replacement Capital Projects Fund - Appropriated Fund Balance	306,500	306,500
To increase the budget for the Sand Hollow Aquatics Center (SHAC) from \$1,083,000 to \$1,390,000 due to actual bids and costs exceeding engineers estimates and a change order for \$70,000 to re-paint the trusses to protect from corrosion.				
11	44-4400-7791 44-34350	Park Impact Fund - Virgin River So. Trail : Rustic Trailhead to Springs Pk Park Impact Fund - Impact Fee Revenues	64,000	64,000
To increase the budget for the Virgin River South Trail from Rustic Trailhead to Springs Park due to combining the trail project and two erosion protects into one project which increased a few costs, and also due to adding railing to the project. The increase is funded by impact fees which are projected to exceed the original budgeted revenues amount.				
12	87-8700-7695 87-38101	Public Works Capital Projects Fund - WCFCA Misc. Maint. Projects Public Works Capital Projects Fund - Contributions from other Govts.	143,500	143,500
To increase the budget for three new small flood control projects which will be constructed and managed by the City but fully reimbursed by the Washington County Flood Control Authority (WCFCA). The projects include Southgate Golf Course Vegetation Management (\$20,000), Virgin River Blackberry Court (\$91,500), and Sunbrook Golf Course Sediment Removal (\$32,000).				

OTHER FUNDS

13	40-4000-7595	Capital Projects Fund - City Hall Expansion - Phase 2	500,000
	40-4000-7596	Capital Projects Fund - Police Building Expansion - Phase 3	100,000
	40-4000-7593	Capital Projects Fund - City Facilities Parking	1,145,000
	40-4000-9100	Capital Projects Fund - Transfers to Other Funds	1,152,500
	40-4000-2900	Capital Projects Fund - Rent of Property & Equipment	160,000
	40-38800	Capital Projects Fund - Appropriated Fund Balance	1,537,500
	43-4300-7595	Municipal Building Authority - City Hall Expansion - Phase 2	8,878,500
	43-4300-7596	Municipal Building Authority - Police Building Expansion - Phase 3	6,892,500
	43-4300-3112	Municipal Building Authority - Bond Issuance Costs	131,500
	43-4300-2900	Municipal Building Authority - Rent of Property & Equipment	250,000
	43-36700	Municipal Building Authority - Sale of Bonds	15,000,000
	43-38200	Municipal Building Authority - Transfers from Other Funds	1,152,500

To move the City Hall expansion and Police Building expansion projects back out of the MBA and into the General Capital Projects Fund since the projects have been cancelled due to COVID19 pandemic and economic downturn; and therefore the CIB Bond has been cancelled and we are no longer required to expend the projects through our MBA fund. The budgets for the projects have likewise been adjusted to account for only the professional design and bid plan fees anticipated to be incurred through FY2020 (City Hall \$500,000; Police Building \$100,000; Parking Structure \$100,000). Funds are also budgeted at \$160,000 for the two buildings the city had leased to accommodate the temporary relocation of City Hall employees as well as the purchase of network equipment that can be reallocated to other city facilities.

14	40-4000-7594	Capital Projects Fund - Dispatch Center Relocation	172,500
	40-38800	Capital Projects Fund - Appropriated Fund Balance	172,500

To increase the budget for the Dispatch Center Relocation project from \$1,550,000 to \$1,722,500 for 1) \$80,500 costs above budget for consoles and misc. change orders for E911 Center; and 2) \$92,000 for upgrades requested for I.T. division and Leisure Services division.

15	31-3100-9100	PFC Funds - Transfers to Other Funds	480,000
	31-36100	PFC Funds - Interest Earnings	15,000
	31-38800	PFC Funds - Appropriated Fund Balance	465,000
	84-8400-9100	Sales Tax Road Bonds - Transfers to Other Funds	480,000
	84-38800	Sales Tax Road Bonds - Appropriated Fund Balance	480,000

The City's match of 9.15% for the Airport Runway Reconstruction project was budgeted from both PFC funds and from the fund balance in the Sales Tax Road Bond funds; however PFC funds have been higher than anticipated over the past few years and are enough to cover the City's full 9.15% match. Budget adjustment is to increase the match amount coming from the PFC funds and reduce the amount coming from the Sales Tax Road Bonds accordingly.

DRAFT

04

Agenda Item Number :

Request For Council Action

Date Submitted 05/11/2020 12:47 PM

Proposed City Council 05/21/2020
Date

Applicant City of St. George

Subject Consider approval of an ordinance amending Title 2, Chapter 1 of City code as it relates to Planning Commission's powers and duties.

Background In this last Utah State legislative session, the state legislature passed HB 388 which added additional stipulations on Planning Commissions such as time frames for application review as well as other minor changes. The purpose of this ordinance is to ensure city code complies with the changes made by the state.

Proposed Resolution Staff recommends approval of the changes as proposed.

Cost \$

Action Taken

Requested by Dan Boles

File Attachments ordamendingtitle2planningcommissionduties051120124743.docx

Approved by Legal Department? Yes

Approved by City Admin Services? Yes

Approved in Budget? N/A **Amount:**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 2, CHAPTER 1,
PLANNING COMMISSION POWERS AND DUTIES**

WHEREAS, the City Council desires to amend its current regulations regarding the powers and duties of the Planning Commission, City Ordinances Title 2, Chapter 1;

WHEREAS, the City Council has considered the proposed amendments in a public hearing and recommends adoption of the amended regulations; and

WHEREAS, the City Council has determined that repealing current regulations as set forth herein, and adopting the amended Title 2, Chapter 1, Planning Commission, Powers and Duties, is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

NOW, THEREFORE, BE IT ORDAINED, by the St. George City Council, as follows:

Section 1. Repealer. Current regulations, City Ordinances Title 2, Chapter 1, Planning Commission, Powers and Duties, are hereby amended, and any provisions of the St. George City Code found to be in conflict with this Ordinance also are hereby repealed.

Section 2. Enactment. City Ordinances Title 2, Chapter 1, Planning Commission, Powers and Duties, as amended, are hereby adopted as set forth below and incorporated herein.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon execution below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this _____ day of _____, 2020.

Jonathan Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

TITLE 2

CHAPTER 1

PLANNING COMMISSION

4 SECTION:

5 2-1-1: Created; Membership

6 2-1-2: Powers And Duties

7 2-1-3: General Plan

8 2-1-4: Public Hearings; Notice Requirements

9 2-1-1:

10 CREATED; MEMBERSHIP:

11 A. *Created*: Pursuant to Title 10, Chapter 9a of the Utah Code annotated, there is hereby created a
12 planning commission consisting of seven (7) members whom shall be nominated by the Mayor and
13 appointed by the city council from among the qualified electors of the city, and whom shall remain at all
14 times a qualified elector of the city.

15 B. *Appointment; Vacancies; Compensation:* The Mayor shall nominate a name for each vacant seat and
16 the council shall, by majority vote, approve or deny the appointment of the nominee to fill the seat.
17 Beginning on January 1st, 2020 and thereafter, the term of office for each member shall be two (2) years.
18 Four (4) members shall be appointed to two (2) year terms beginning on January 1st of even years, and
19 the terms of three (3) members shall begin on January 1st of odd years. Vacancies occurring otherwise
20 than through the expiration of terms shall be filled by appointment as set forth in this subsection for the
21 remaining balance of the term for the vacant seat. Members shall be selected without respect to
22 political affiliations and shall serve without compensation, except for reasonable expenses.

23 C. *Removal from Office*: Any planning commission member may:

24 1. Be removed from office for cause prior to the expiration of the term for which the
25 member was appointed upon majority vote of the city council; or

26 2. Be subject to forfeiture of membership on the commission, upon a majority vote of the
27 council, for failing to attend two (2) or more commission meetings without advance notice in one (1)
28 calendar year or failing to attend three (3) or more commission meetings in one (1) calendar year.

29 D. *Officers; Organization; Records; Meetings:* Beginning on the first regularly scheduled meeting of the
30 planning commission in 2020, and annually thereafter, the planning commission shall select from its
31 membership a chairperson and vice chairperson, who shall serve for one (1) year and until their
32 successors are elected as set forth herein. The chairperson or vice chairperson, in the absence of the
33 chairperson, shall preside at all meetings but continue to vote and exercise all rights of a member. The
34 commission shall keep a public record of its proceedings, and all meetings shall be open to the public in
35 accordance with the Utah Open and Public Meetings Act. (1962 Code § 2-3-1; amd. 2003 Code)

37 **2-1-2:**38 **POWERS AND DUTIES:**39 A. The planning commission shall review and make a recommendation to the city council in
40 accordance with Utah Code Annotated 10-9a-302, for all items enumerated therein, including:41 1. A. A general plan and amendments to the general plan;42 2. B. Land use regulations, including:43 a. 1. ordinances regarding the subdivision of land within the municipality; and44 b. 2. amendments to existing land use regulations;45 3. C. An appropriate delegation of power to at least one designated land use authority to
46 hear and act on a land use application;47 4. D. An appropriate delegation of power to at least one appeal authority to hear and act on
48 an appeal from a decision of the land use authority; and49 5. E. Application processes that:50 a. 1. May include a designation of routine land use matters that, upon application
51 and proper notice, will receive informal streamlined review and action if the application is uncontested;
52 and53 b. 2. Shall protect the right of each:54 (1) (b) land use Applicant and third adversely affected party to require formal
55 consideration of any application by a land use authority;56 (2) (b) land use Applicant, or and adversely affected party, or municipal
57 officer or employee to appeal a land use authority's decision; and58 (3) (b) Participant to be heard in each public hearing on a contested
59 application.60 B. For the purposes of Section A, 5, adversely affected party is defined in accordance with Utah Code
61 Annotated 10-9a-103.62 C. Before making a recommendation to a legislative body on an item described in Section A, 1 or 2,
63 the planning commission shall hold a public hearing in accordance with state law.64 D. F. The planning commission shall Exercise any other powers delegated to it by the city
65 council. The city council may adopt, modify, or reject the planning commission's recommendation. The
66 city council, in its sole discretion, may refer an item to the planning commission for further review and
67 recommendation.68 E. The city council, in its sole discretion, may consider the planning commission's failure to make a
69 timely recommendation as a negative recommendation, if the planning commission fails to take action

70 on an item within 60 days from the hearing date. If an applicant has requested that the planning
71 commission not take action on an item, the 60 day limit is tolled until the applicant makes a written
72 request for planning commission consideration, again starting the 60 day time limit.

73 F. Nothing in this section limits the right of the city to initiate or propose the actions described in this
74 section.

75 G. The planning commission shall exercise any other powers delegated to it by the city council.
76 (1962 Code § 2-3-2; amd. 2003 Code)

77 **2-1-3:**

78 **GENERAL PLAN:**

79 A. Plan Preparation: The planning commission shall recommend a general plan, or an amendment to
80 the general plan, for the physical development and beautification of the city, pursuant to Utah law and
81 with all elements required by Utah law. Before such recommendation, the planning commission shall
82 hold public hearings on the plan within the city in conformance with Utah
83 law. After public hearings, the commission may adopt or amend the general plan, and shall forward its
84 recommendations to city council. (1962 Code § 2-3-3; amd. 2003 Code)

85 B. Adoption or Amendment Of Plan: The city council may:

86 1. Adopt, or reject, or make any revisions to the proposed general plan or amendment that
87 it considers appropriate; or the general plan as proposed by the planning commission; or

88 2. If the city council rejects the proposed general plan or amendment, in its sole discretion,
89 it may provide suggestions to the planning commission for the planning commission's review and
90 recommendation. Adopt any revision to the general plan recommendation of the planning commission
91 the city council considers appropriate.

92 **2-1-4:**

93 **PUBLIC HEARINGS; NOTICE REQUIREMENTS:**

94 Before holding any public hearings, the commission shall first give notice, in accordance with Utah law,
95 fixing the time and the place of said public hearings. The notice shall be published at least ten (10)
96 calendar days prior to the hearing in accordance with Utah law. (Ord. 2006-09-006, 9-21-2006)

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DRAFT

05

Agenda Item Number :

Request For Council Action

Date Submitted 05/15/2020 10:25 AM

Proposed City Council 05/21/2020
Date

Applicant Development Solutions - Ken Miller

Subject Consider a request for a Hillside Development Permit to allow development of an 18-lot single family housing subdivision to be called Desert Reserve Phase 1 on 3.97 acres located east of the proposed Desert Cliffs residential project. This area is a part of the Desert Canyons Master Plan; zoning is PD-R (Planned Development Residential).

Background This is for a similar project to the "The Bluffs" in Desert Canyons. The applicant is Development Solutions, representative is Ken Miller.

Proposed Resolution The PC recommends approval

Cost \$N/A

Action Taken

Requested by Wes Jenkins

File Attachments pdfcc-2020-hs-006desertreserve051520102525.pdf
pdfppt2020-hs-006051520102629.pdf

Approved by Legal Department? Yes

Approved by City Admin Services? Yes

Approved in Budget? N/A **Amount:**

HILLSIDE REVIEW BOARD AGENDA REPORT: **04/22/2020**
PLANNING COMMISSION MEETING: **05/12/2020**
CITY COUNCIL MEETING: **05/21/2020**

HILLSIDE DEVELOPMENT PERMIT

Desert Reserve Phase 1

Case No. 2020-HS-006

Request: This is a request for a Hillside Development Permit for Desert Reserve Phase 1 at Desert Canyons

Location: Located east of the proposed Desert Cliffs residential project. This area is a part of the Desert Canyons Master Plan.

Proposed: The property is proposed to be developed into a residential subdivision which will include approximately 18 residential lots.

Owner: Desert Canyon Lands LLC

Applicant: Development Solutions Group

Engineer: Ken Miller

Rock Fall: AGEC Letter dated 1/28/2020 "Rock Fall Hazard Assessment"

Geotech: AGEC Report Project No. 2192126 dated March 11, 2020

Drainage: Development Solutions Drainage Study March 2020

Zone: PD-R

General Plan: MDR

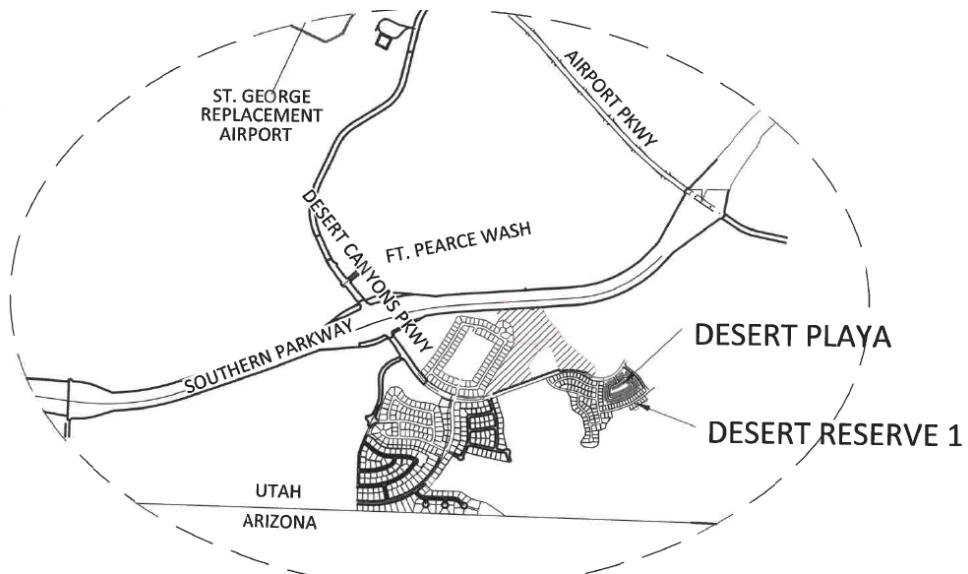
Area: The approximate area is 3.97 acres.

HSRB Motion: The HSRB recommends approval of Desert Reserve Phase 1 Lots 1 thru 18 only. Lots 19 thru 24 shall be removed at this time. These lots will require additional review, study, and site staking, and require the applicant to return to a future hillside review meeting with greater detail for mitigations of rock fall. Note: It's expected that a "Phase 2" preliminary plat will be seen at a future date once all hillside issues and concerns are resolved. The following are recommended conditions and comments for Phase 1:

1. Approval – The hillside board makes a motion to recommend approval of the grading permit for Desert Reserve for Lots 1 thru 18 with the following comments and conditions.
2. Non-contiguous Areas – The non-contiguous and insignificant areas over 40% may be removed.
3. Grading Permit - The applicant shall work with staff for submittal of a Grading Permit for Lots 1 thru 18 with the required accompanying civil engineering plan set (*for plan review*).
4. Geotechnical Investigation – All earthworks shall comply with the recommendations and mitigations presented in the AGEC Report Project No. 2192126 dated March 11, 2020
5. Drainage – Drainage shall comply with the recommended mitigations presented in the ‘Hydrology & Drainage Study’ by Development Solutions dated March 2020.

PC:

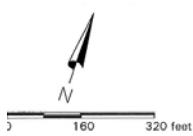
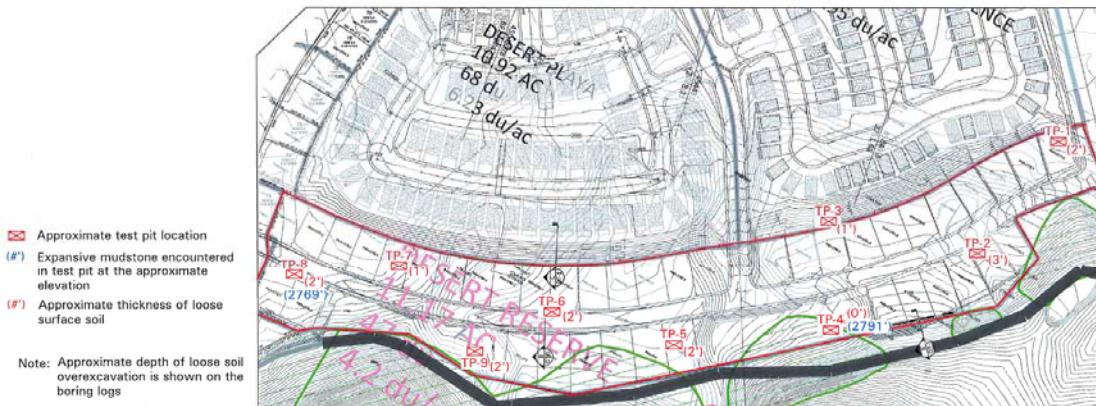
The Planning Commission recommends approval with the recommended conditions and comments from the hillside board.

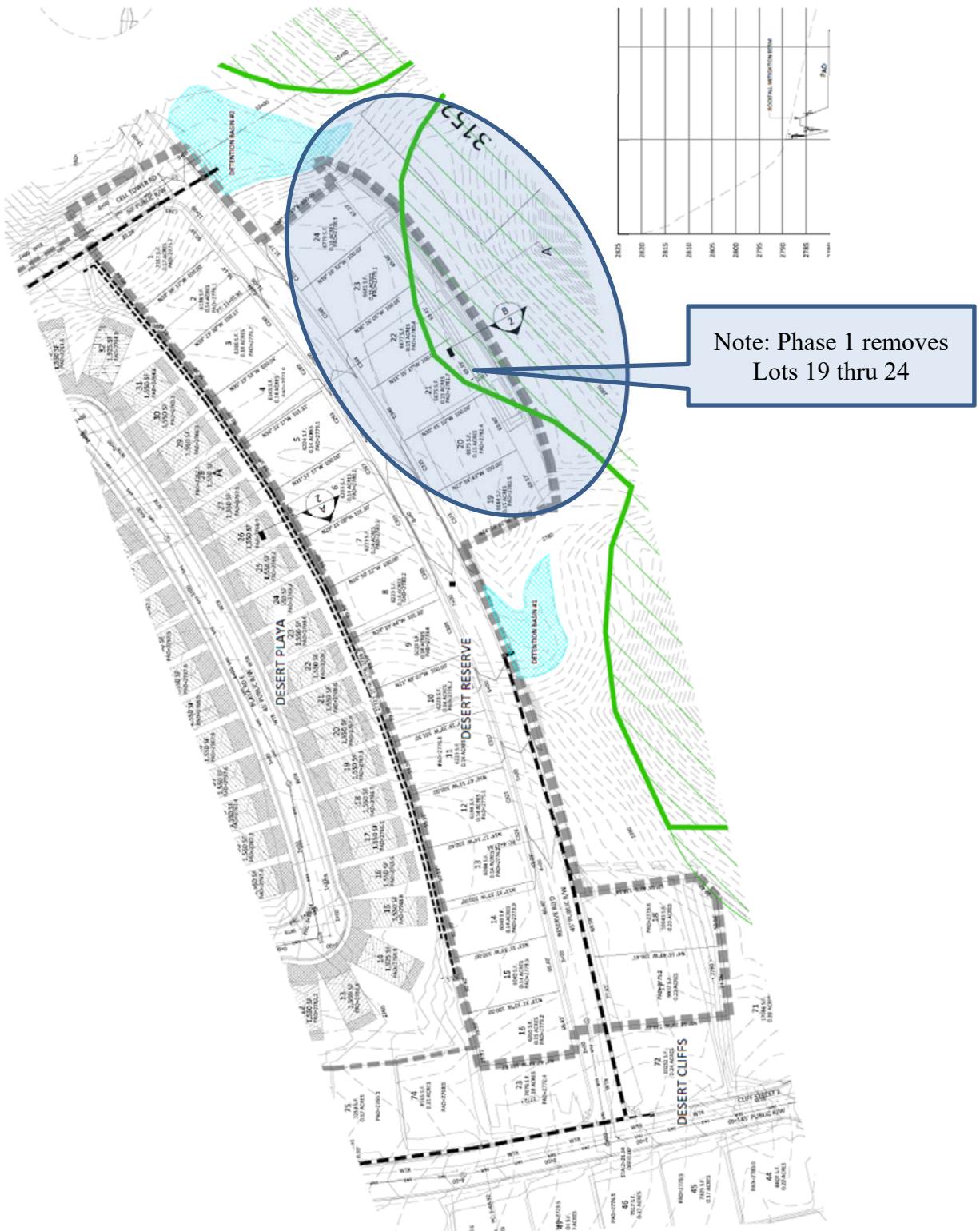


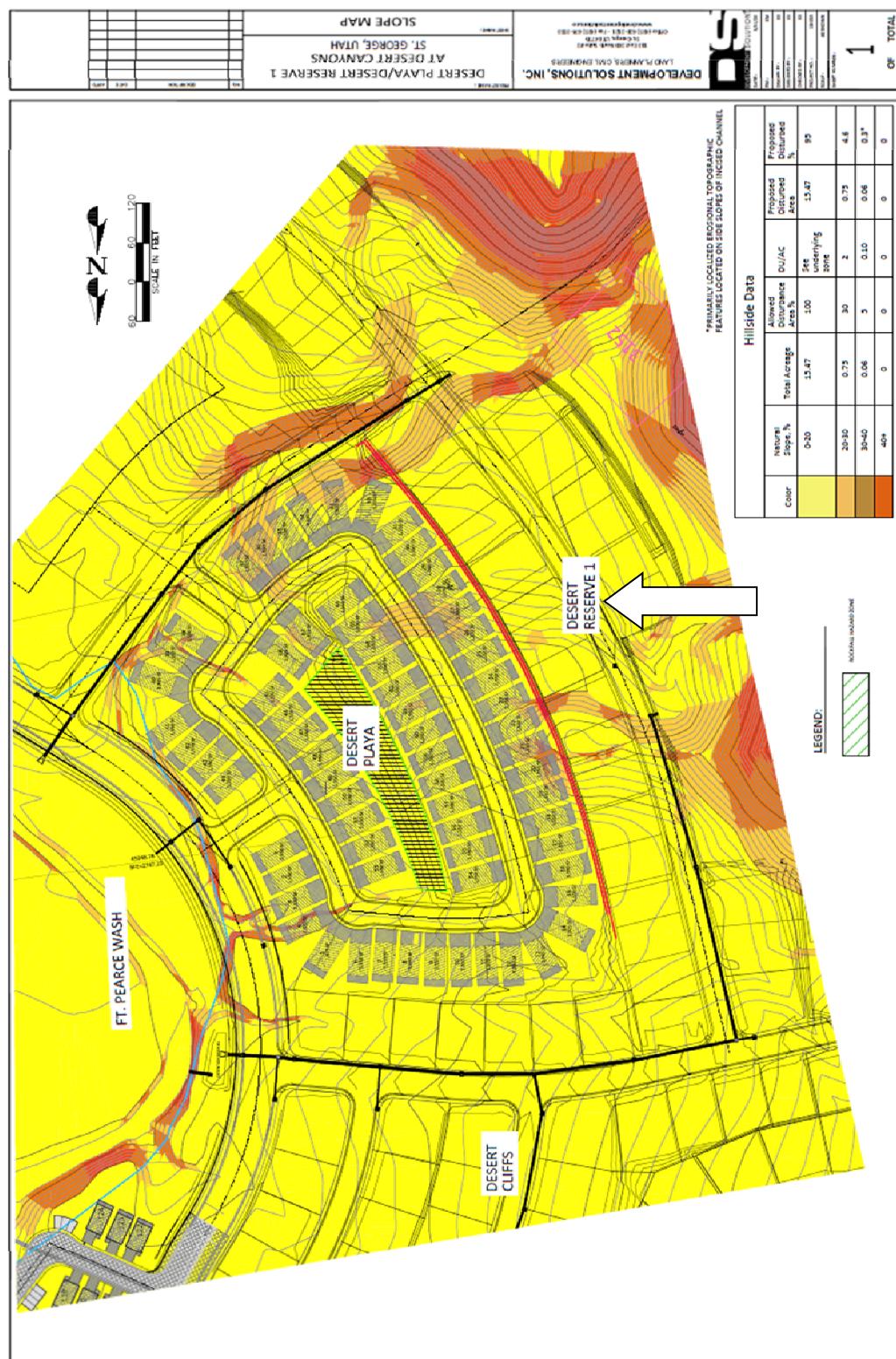
Desert Reserve at Desert Canyons



DESERT RESERVE AT DESERT CANYONS
ST. GEORGE, UTAH







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06

Agenda Item Number :

Request For Council Action

Date Submitted 05/15/2020 09:15 AM

Proposed City Council 05/21/2020
Date

Applicant Ken Miller

Subject Consider approval of a preliminary plat for Desert Reserve Phase 1, an 18-lot residential subdivision located south of the future extension of Desert Canyons Parkway and west of Broken Rock Way, approximately 6100 South and 4200 East.

Background This subdivision is located within the Desert Canyons development south of the future extension of Desert Canyons Parkway and west of Broken Rock Way, approximately 6100 South and 4200 East.

Proposed Resolution Planning Commission recommends approval

Cost \$N/A

Action Taken

Requested by Wes Jenkins

File Attachments cc2020-pp-019desertreservephase1051520091559.pdf
preliminaryplatpresentationofdesertreserveph1051520091559.pdf

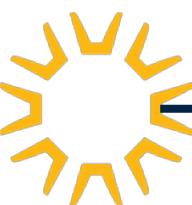
Approved by Legal Department? No

Approved by City Admin Services? No

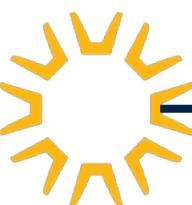
Approved in Budget? N/A **Amount:**

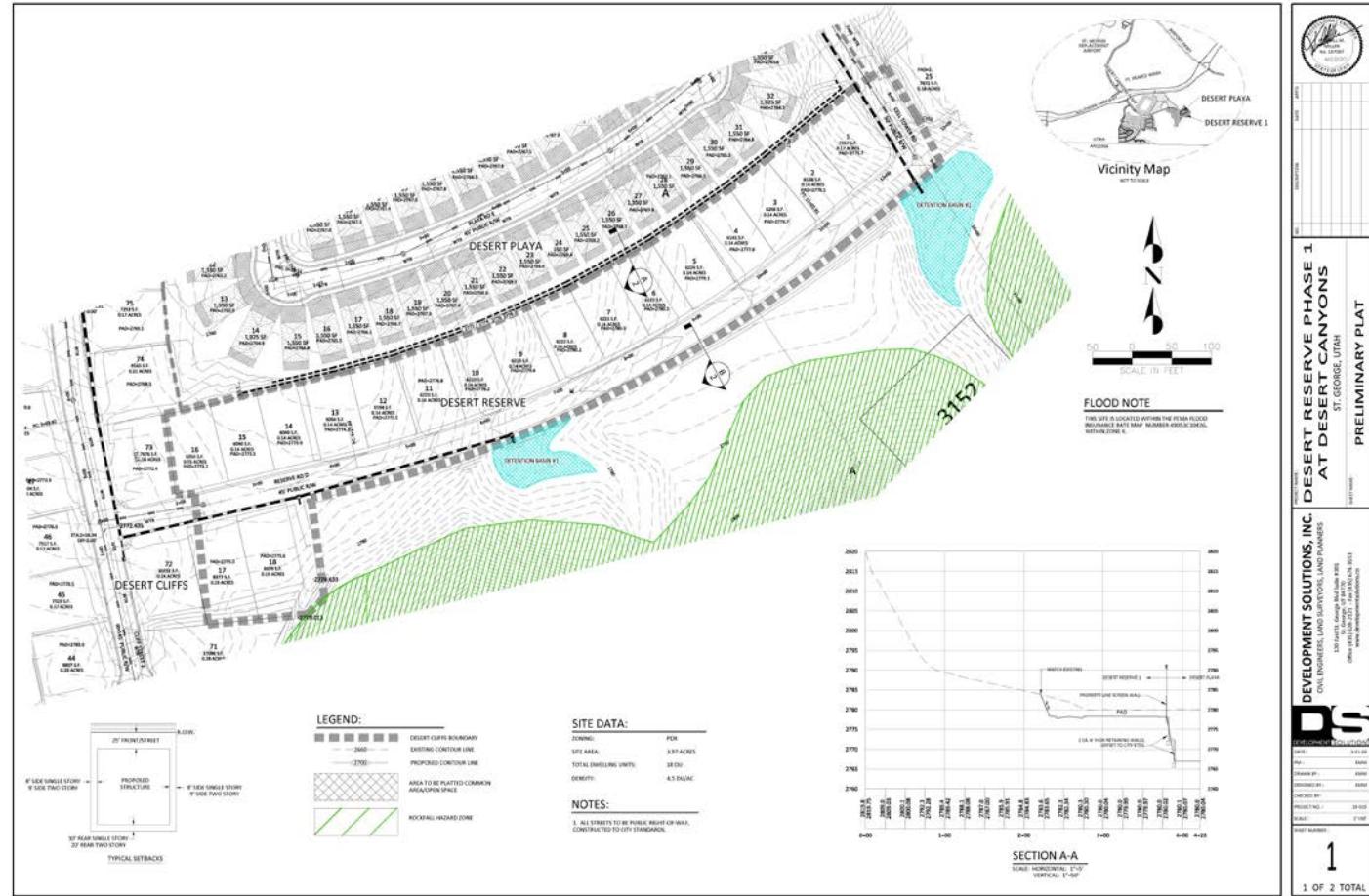
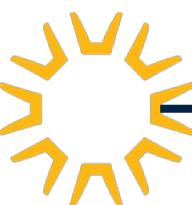
Preliminary Plats

May 12, 2020

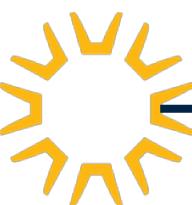


Preliminary Plat – Desert Reserve Phase 1

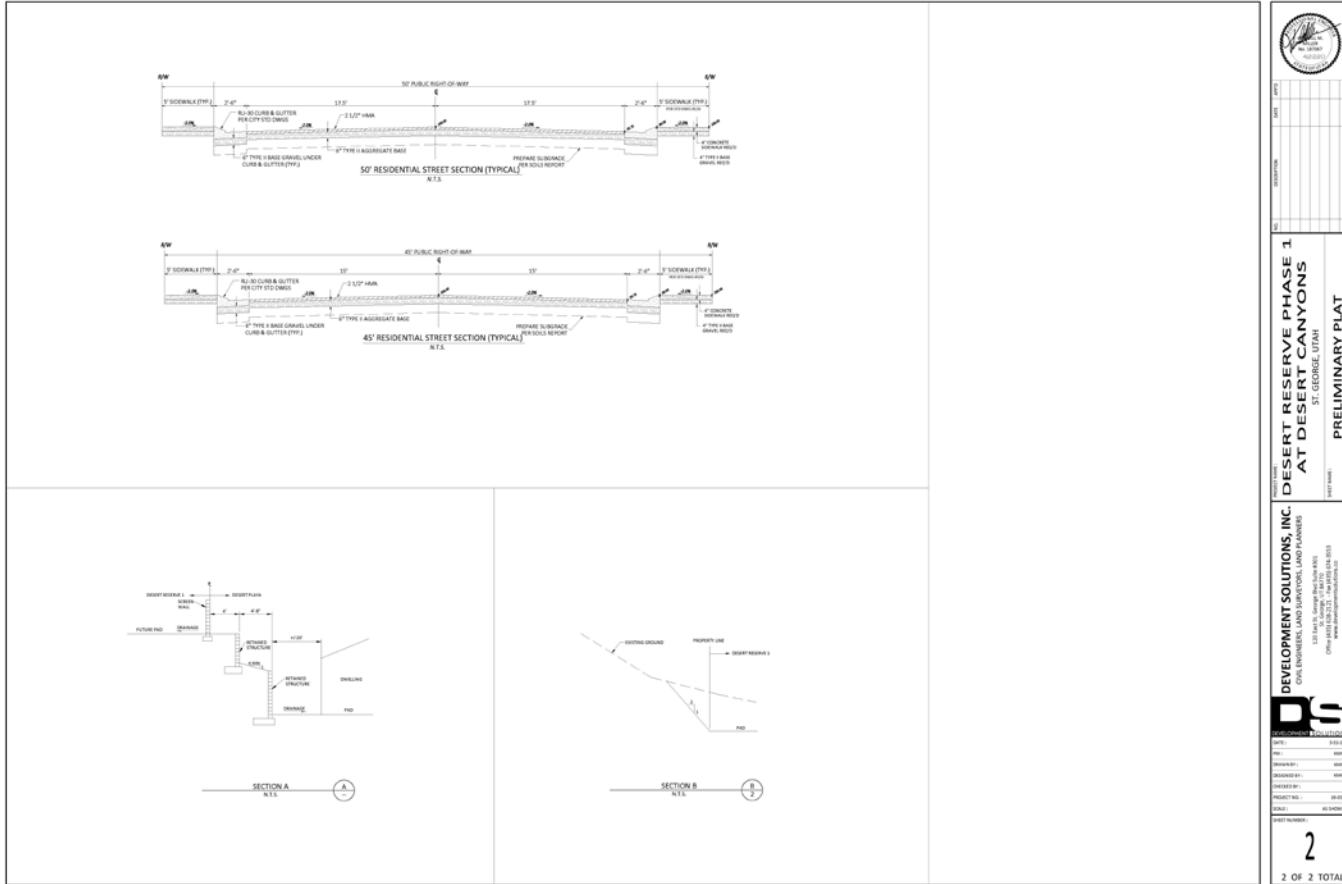




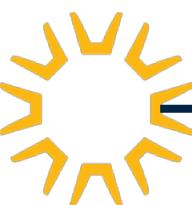
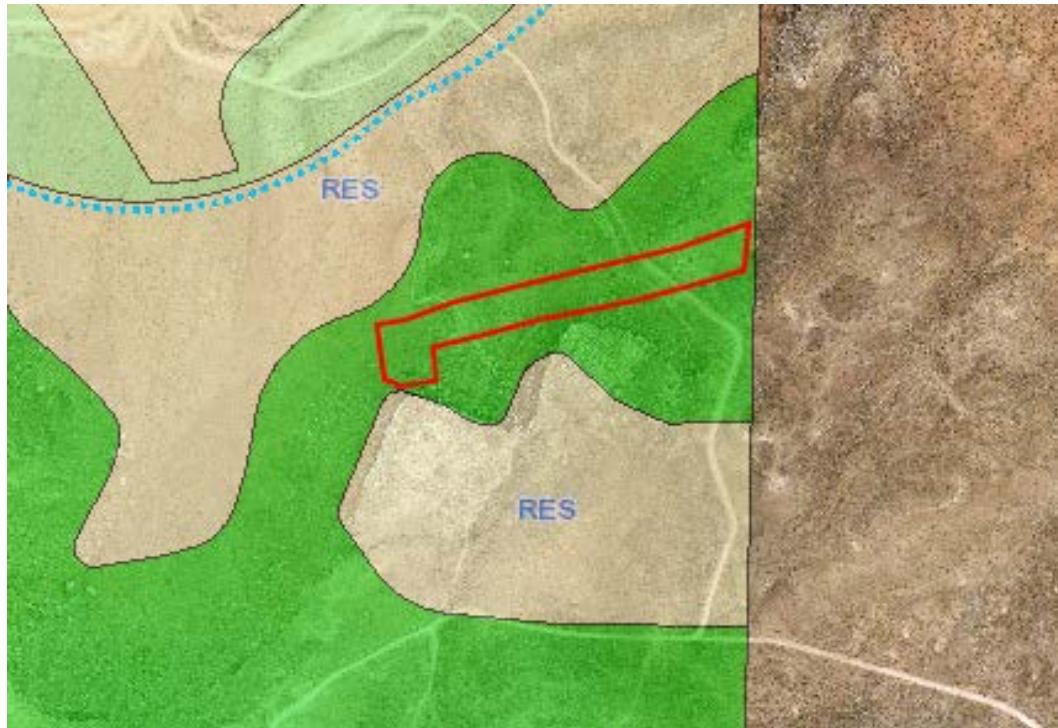
Preliminary Plat – Desert Reserve Phase 1



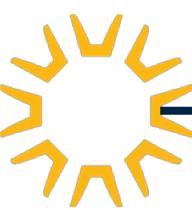
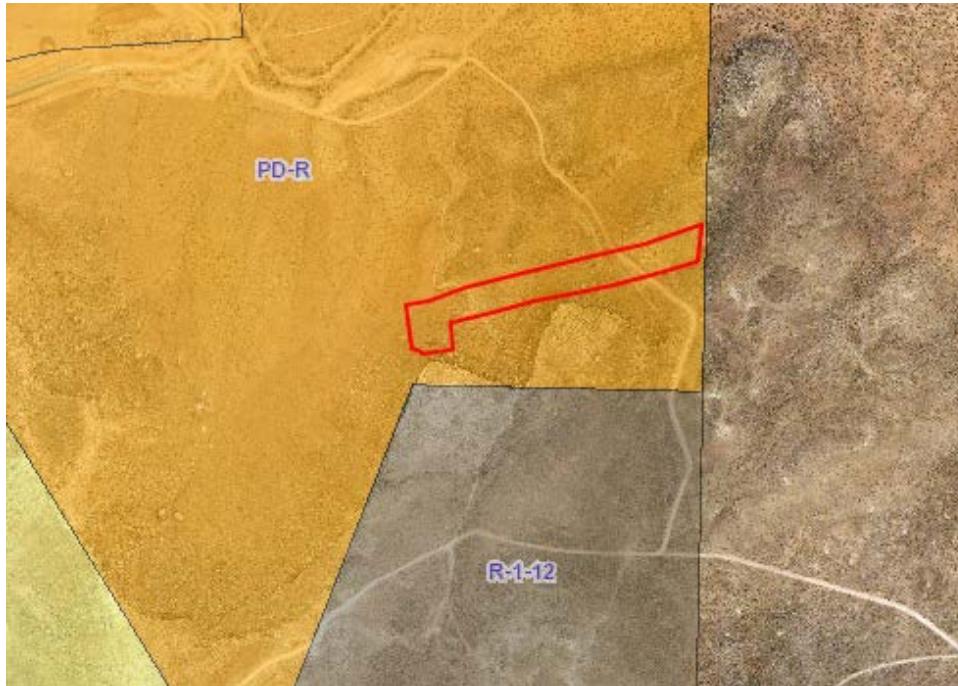
Preliminary Plat – Desert Reserve Phase 1



Preliminary Plat – Desert Reserve Phase 1



Preliminary Plat – Desert Reserve Phase 1



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07

Agenda Item Number :

Request For Council Action

Date Submitted 05/15/2020 09:25 AM

Proposed City Council 05/21/2020
Date

Applicant Bob Hermandson

Subject Consider approval of the preliminary plat for Auburn Hills Phase 14, a 40-lot residential subdivision located at the intersection of Fire Sky Drive and Cornelian Parkway.

Background This proposed subdivision is located within the Desert Color development at the intersection of Fire Sky Drive and Cornelian Parkway

Proposed Resolution Planning Commission recommends approval

Cost \$N/A

Action Taken

Requested by Wes Jenkins

File Attachments cc2020-pp-017auburnhillsphase14051520092504.pdf
preliminaryplatpresentationofauburnhillsph14051520092504.pdf

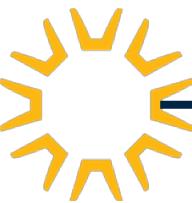
Approved by Legal No
Department?

Approved by City Admin No
Services?

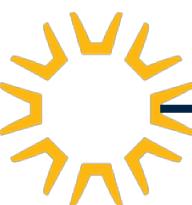
Approved in Budget? N/A **Amount:**

Preliminary Plats

May 12, 2020



Preliminary Plat – Auburn Hills Phase 14



AUBURN HILLS PHASE 14 AT DESERT COLOR

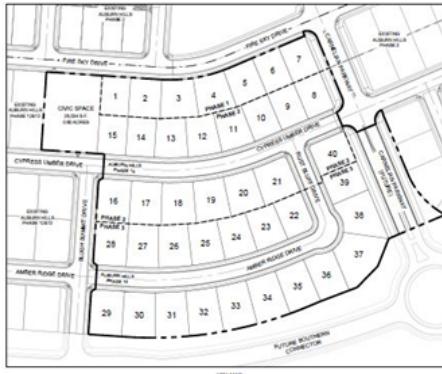
PRELIMINARY PLAT

LOCATED IN ST. GEORGE, UTAH

NORTHWEST 1/4 OF SECTION 36,
TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN

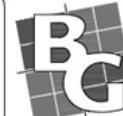


60° BOW ROAD SECTION



ST. GEORGE, UTAH 84770
APRIL 2020
BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors

205 East Tabernacle #4
St. George, Utah 84770
Phone (435) 673-2337



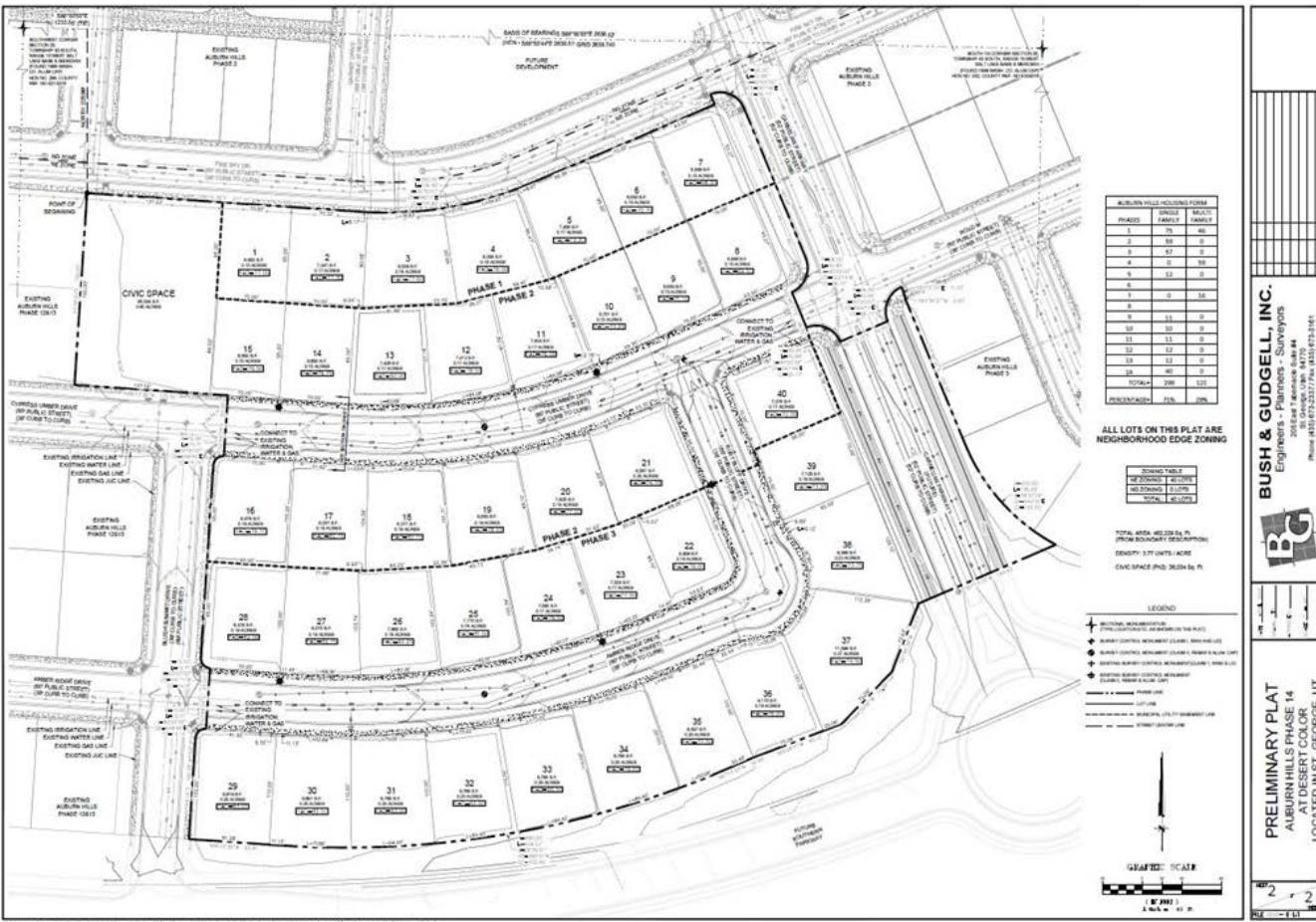
COVER SHEET
AUBURN HILLS PHASE 14
AT DESERT COLOR
LOCATED IN ST. GEORGE, UTAH

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Taborade Suite H
St. George, UT 84770-3537 (435) 673-1661
Phone # (435) 673-1537 Fax # (435) 673-1661

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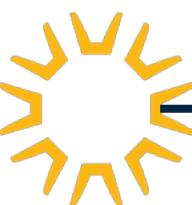
NET 1 r 2

Preliminary Plat – Auburn Hills Phase 14



Preliminary Plat – Auburn Hills Phase 14

Preliminary Plat – Auburn Hills Phase 14



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08

Agenda Item Number :

Request For Council Action

Date Submitted 05/01/2020 03:07 PM

Proposed City Council 05/07/2020
Date

Applicant Jason Ward, Rosenberg Associates

Subject Consider approval of a preliminary plat for a Southbridge Center Phase 1, 6-lot commercial subdivision located at the southeast corner of 1450 South and River Road.

Background This subdivision is located at the southeast corner of 1450 South and River Road.

Proposed Resolution Planning Commission recommends approval

Cost \$N/A

Action Taken

Requested by Wes Jenkins

File Attachments cc2020-pp-014southbridgecenterphase1051520094603.pdf
preliminaryplatpresentationforsouthbridgecenterph1051520094603.pdf

Approved by Legal Department? NA

Approved by City Admin Services? No

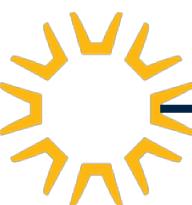
Approved in Budget? No **Amount:**

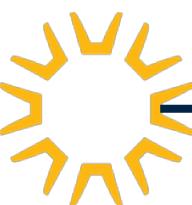
Preliminary Plats

April 28, 2020

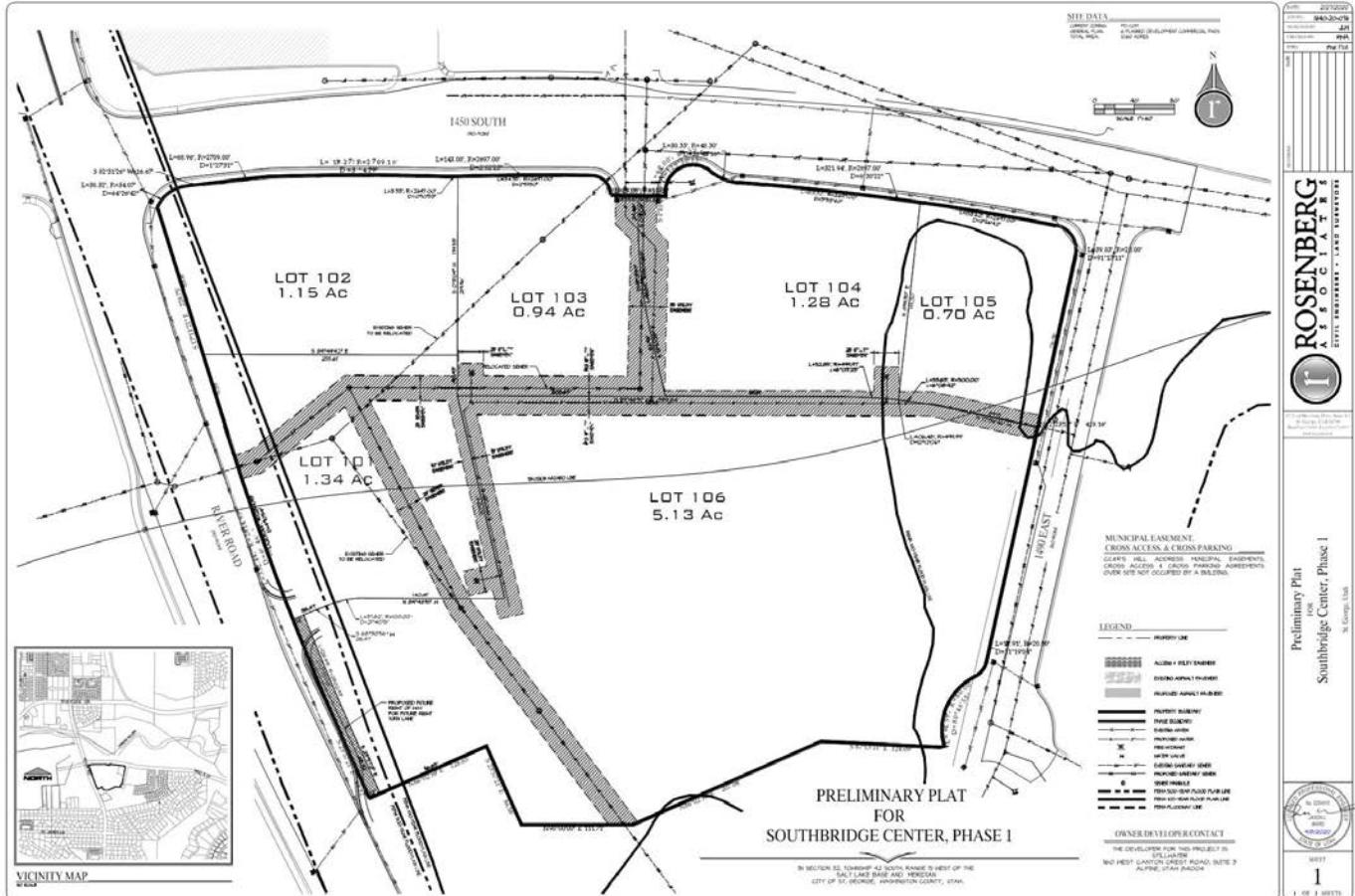


Southbridge Center Phase 1





Southbridge Center Phase 1

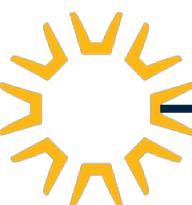


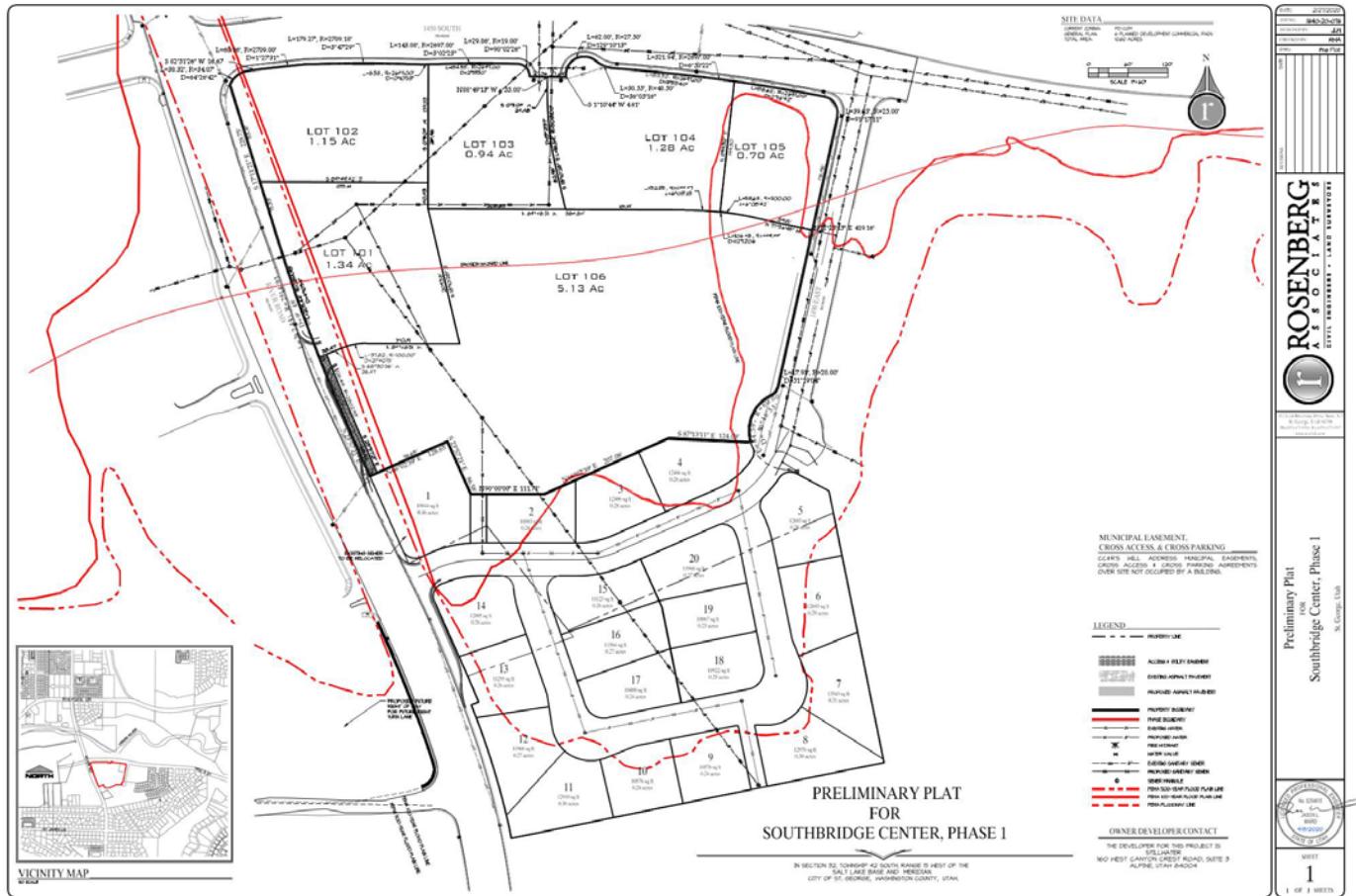
ROSENBERG
ASSESSORS - LAND SURVEYORS

Preliminary Plat
Southbridge Center, Phase 1

1
1 OF 1 SHEETS

Southbridge Center Phase 1





Conceptual Layout For Entire Parcel