Ivins, Utah

November 19, 2015

The City Council (the "Council") of Ivins City, Utah (the "City") met in regular session on Thursday, November 19, 2015, at its regular meeting place in Ivins City, Utah, at 5:30 p.m. with the following members of the Council present:

Chris Hart	Mayor
Ron Densley	Councilmember
George E. Elwell, Jr.	Councilmember
Cheyne McDonald	Councilmember
Lesley Mendenhall	Councilmember
Steven Roberts	Councilmember

Also present:

Dale Coulam	City Manager
Kari Jimenez	City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this November 19, 2015, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. 2015-27R

A RESOLUTION OF THE CITY COUNCIL OF IVINS CITY, UTAH, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERLOCAL REVENUE PLEDGE AGREEMENT AND A REVENUE PLEDGE AGREEMENT TO PLEDGE CERTAIN LEGALLY AVAILABLE REVENUES TO THE TUACAHN CENTER FOR THE ARTS; AND RELATED MATTERS.

WHEREAS, Ivins City, Utah (the "City") is authorized to pledge certain legally available tax revenues for use in establishing and promoting recreation, promoting tourism, paying ongoing operating expenses, and funding recreational and cultural facilities as permitted by law; and

WHEREAS, the City Council (the "Council") of the City recognizes that the economic impact of the Tuacahn Center for the Arts ("Tuacahn") in Washington County contributes to the prosperity and comfort of local residents, and monetary assistance provided by a pledge of revenues will enable Tuacahn to enhance its contributions to the prosperity and comfort of local residents and will help to further establish and promote local tourism and recreation; and

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Interlocal Cooperation Act"), public agencies, as defined in the Interlocal Cooperation Act, are authorized to enter into contracts and agreements with one another in order to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and to provide the benefit of economies of scale for the overall promotion of the general welfare of the State of Utah; and

WHEREAS, in accordance with the preceding recital, there has been presented to the Council at this meeting a form of an Interlocal Revenue Pledge Agreement (the "Interlocal Agreement") to be entered into between the City, Hurricane City, Utah ("Hurricane"), the City of St. George, Utah ("St. George"), and the City of Santa Clara, Utah ("Santa Clara" and collectively with Hurricane and St. George, the "Participating Cities"), in substantially the form attached hereto as Exhibit B; and

WHEREAS, pursuant to the Interlocal Agreement, the Participating Cities will pledge to the City for the benefit of Tuacahn certain legally available revenues received by the Cities from the one-third portion of the County Option Funding for Botanical, Cultural, Recreational, and Zoological Organizations or Facilities tax (the "RAP Tax") from Washington County (the "County"), and from other sources in lieu of such taxes (the "Participating Cities' Pledged Revenues") for the purposes set forth in the Interlocal Agreement.

WHEREAS, in accordance with the foregoing, there has been presented to the Council at this meeting a form of a Revenue Pledge Agreement (the "Pledge Agreement")

to be entered into between the City and Tuacahn, in substantially the form attached hereto as Exhibit C; and

WHEREAS, pursuant to the Pledge Agreement, the City will pledge to Tuacahn the Participating Cities' Pledged Revenues received under the Interlocal Agreement and certain legally available revenues received by the City from the RAP Tax from the County, and from other sources in lieu of such taxes (the "Ivins Pledged Revenues" and together with the Participating Cities' Pledged Revenues, the "Pledged Revenues") for the purposes set forth in the Pledge Agreement and Interlocal Agreement.

NOW, THEREFORE, it is hereby resolved by the City Council of Ivins City, Utah, as follows:

Section 1. All terms defined in the foregoing recitals hereto shall have the same meanings when used herein.

Section 2. All actions heretofore taken (not inconsistent with the provisions of this Resolution), by the Council and by the officers of the City directed toward the pledge of the Ivins Pledged Revenues and the execution of the Interlocal Agreement and Pledge Agreement are hereby ratified, approved, and confirmed.

Section 3. The Interlocal Agreement in substantially the form presented to this meeting and attached hereto as Exhibit B, is hereby authorized, approved, and confirmed. The Mayor and the City Recorder are hereby authorized to execute and deliver the Interlocal Agreement in substantially the form and with substantially the content as the form presented at this meeting for and on behalf of the City, with such alterations, changes or additions as may be necessary or as may be authorized by Section 5 hereof. The Interlocal Agreement shall take effect upon the later of (i) the execution by the parties thereto, and (ii) publication of the notice as provided in Section 6 hereof.

Section 4. The City hereby authorizes the pledge of the Pledged Revenues under the Pledge Agreement for the purposes set forth therein. The Pledge Agreement in substantially the form presented to this meeting and attached hereto as Exhibit C, is hereby authorized, approved, and confirmed. The Mayor and the City Recorder are hereby authorized to execute and deliver the Pledge Agreement in substantially the form and with substantially the content as the form presented at this meeting for and on behalf of the City, with such alterations, changes or additions as may be necessary or as may be authorized by Section 5 hereof. The City anticipates issuing its Industrial Facilities and Development Revenue Bonds (the "Bonds") to assist Tuacahn with the financing of certain projects. The City notes the limitations of Section 11-17-5 of Utah Industrial Facilities and Development Act, Chapter 17, Title 11, Utah Code Annotated 1953, as amended, with respect to any liability of the City to a purchaser of the Bonds related to the Pledge Agreement.

Section 5. The appropriate officials of the City are authorized to make any alterations, changes or additions to the Interlocal Agreement and the Pledge Agreement which may be necessary to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said

instrument, to the provisions of this Resolution, or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 6. In accordance with the provisions of the Interlocal Cooperation Act, the City shall cause a notice of the Interlocal Agreement to be published one time in the Spectrum, a newspaper published and of general circulation within the County.

Section 7. The appropriate officials of the City, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the City any or all additional certificates, documents and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 8. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this November 19, 2015.

IVINS CITY, UTAH

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

I, Kari Jimenez, the duly appointed and qualified City Recorder of Ivins City, Utah (the "City"), do hereby certify according to the records of the City Council of the City (the "City Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on November 19, 2015, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this November 19, 2015.

(SEAL)

By:_____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Kari Jimenez, the undersigned City Recorder of Ivins City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the November 19, 2015, public meeting held by the City Council of the City (the "City Council") as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City on _____, 2015, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Spectrum on _____, 2015, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the 2015 Notice of Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (i) posted on _____, at the principal offices of said City, (ii) provided to at least one newspaper of general circulation within the City on _____, and (iii) published on the Utah Public Notice Website (http://pmn.utah.gov).

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this November 19, 2015.

(SEAL)

By:_____
City Recorder

ATTACHMENTS
SCHEDULE 1—MEETING NOTICE
SCHEDULE 2—ANNUAL MEETING NOTICE

EXHIBIT B

INTERLOCAL AGREEMENT

EXHIBIT C

PLEDGE AGREEMENT