

[Back to Commission Search](#)

IRON COUNTY COMMISSION MEETING

August 25, 2014

Minutes of the Iron County Commission meeting convened at 9:00 a.m. August 25, 2014 in Commission Chambers at the Iron County Courthouse, Parowan, Utah.

Officers in attendance included:

David J. Miller Commission Chair

Dale M. Brinkerhoff Commissioner

Alma L. Adams Commissioner

G. Michael Edwards Deputy County Attorney

David I. Yardley County Clerk

Also Present:

Leslie Bishop Human Resource Director

Paul Monroe CICWCD Director

SYNOPSIS :

ADJOURN 14

APPROVAL OF MINUTES August 11, 2014 1

BUDGET REVENUE REPORT - EUGENE ADAMS 3

COOPERATIVE DISPATCH SERVICE AGREEMENT 2

INDEPENDENT AUDIT REPORT 2013 2

INTERLOCAL AGREEMENT ENTERPRISE SOLAR 3

IRON COUNTY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY 3

IRON COUNTY SPECIAL SERVICE DISTRICT #2 BOARD 10

PERSONNEL MATTERS 13

PERSONNEL POLICY AND PROCEDURE SECTION 12 REVISION PROPOSAL 14

PLEDGE OF ALLEGIANCE 1

PRAIRIE DOG MATTERS 14

PUBLIC COMMENTS 2

RECONVENE AS IRON COUNTY COMMISSION 11

REPORTS 1

RESOLUTION 2014-18 ENTERPRISE SOLAR INTERLOCAL AGREEMENT 11

RESOLUTION ICCD&RA 2014-28 APPROVING ENTERPRISE SOLAR 7

RESOLUTION SSD#2 2014-6 ENTERPRISE SOLAR INTERLOCAL AGREEMENT 10

TAX MATTER - PERSONAL PROPERTY TAX APPEAL 13

PLEDGE OF ALLEGIANCE :

Those assembled were led in the pledge of allegiance by Michael Edwards.

APPROVAL OF MINUTES August 11, 2014 :

Minutes of the Iron County Commission meeting held August 11, 2014 were approved on a motion by Alma Adams. Second by Dale Brinkerhoff. Voting: Alma Adams, Aye; Dale Brinkerhoff, Aye; David Miller, Aye.

REPORTS :

David Yardley, County Clerk, reported on progress with the election process and ballot programming.

Overseas ballots are to be mailed no later than 45 days prior to the election. Write in candidates have until September 5 to file so final ballot preparation cannot take place until that time.

Leslie Bishop, Human Resource Director, discussed concerns with the public defender budget due to the

costs associated with appeals being filed. She also reviewed workload statistics for the HR Department. Workers comp claims are down over this time last year which is a positive indicator that safety meetings are helping.

Paul Monroe, Central Iron County Water Conservancy District (CICWCD) reported that the Woods Ranch water system did very well this year with the installation of new water tanks. The District is supervising several Boy Scout projects in which fire hydrants and curb markings are being repainted.

Paul also discussed flood control measures being planned for Coal Creek to allow heavier sediments to settle out before reaching water diversions. He also discussed future well projects to supplement the current supply and the proposed well near WECCO to supplement the use by the iron mine. The west desert project is also moving forward and negotiations are on going with Beaver County and the Alunite mine for use of water rights in the Wah Wah valley.

Alma Adams discussed a road improvement project on the west frontage road north of the Paragonah exit. It is proposed to do three miles of roto mill, add concrete powder and relay the base with a chip seal finish coat. Commissioner Adams also reported that fair activities are doing well. The mud bog races and demolition derby events were very well attended.

Dale Brinkerhoff reported that the painting project on Festival Hall is nearing completion. There are still some ceiling repairs that need to be completed to make the facility more appealing to users.

Commissioner Brinkerhoff also reported that prairie dogs are being relocated to the preserve near the Cedar City sewer plant.

David Miller reported that he has been asked to be testify before the Natural Resources Committee of Congress in Washington DC on September 9.

#### PUBLIC COMMENTS :

Public comments were invited however no one offered to comment.

#### COOPERATIVE DISPATCH SERVICE AGREEMENT :

Linda Petty presented for approval a cooperative agreement providing for consolidated dispatch service within Iron County and including Enterprise and New Harmony in Washington County. She explained the increase in cost was attributed to wage increases approved for State employees. Enterprise and New Harmony will be added back in this year after their attempt to be dispatched from St. George was not as successful as hoped.

Alma Adams made a motion to approve Iron County participation in the cooperative dispatch service agreement as presented and authorize the Commission Chair to sign for Iron County. Second by Dale Brinkerhoff. Voting: Alma Adams, Aye; Dale Brinkerhoff, Aye; David Miller, Aye.

#### INDEPENDENT AUDIT REPORT 2013 :

Mike Spilker, CPA with Hinton Burdick presented the independent audit report for 2013. The County is in compliance with accounting principals in all material aspects. There were no instances where financial controls were found to be lacking. Exceptions were noted and reviewed.

One enterprise fund, Iron County Ambulance Service, shows a negative balance for 2013 of \$268,595.00 which is an increase from the negative balance of 2012 of \$78,241. Mr. Spilker noted a concern with the direction this fund is going.

Dale Brinkerhoff made a motion to approve the audit report as prepared and presented by Hinton Burdick. Second by Alma Adams. Voting: Alma Adams, Aye; Dale Brinkerhoff, Aye; David Miller, Aye.

#### BUDGET REVENUE REPORT - EUGENE ADAMS :

Gene Adams, Iron County Auditor presented a revenue comparison between 2013 and 2014 through midyear. Revenue is tracking near the same level and no concern were noted. The Commission discussed contingency plans if PILT is not funded which would result in over three million in lost revenue to the County. This would require major cuts in services and County operations. It could also result in a required tax increase to provide basic services to the County.

ADJOURN AS IRON COUNTY COMMISSION AND CONVENE AS IRON COUNTY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY :

Dale Brinkerhoff made a motion to adjourn as the Iron County Commission and convene in a special meeting of the Iron County Community Development and Renewal Agency. Second by Alma Adams.

Voting: Alma Adams, Aye; Dale Brinkerhoff, Aye; David Miller, Aye.

#### INTERLOCAL AGREEMENT ENTERPRISE SOLAR :

Brennan Wood presented for approval an interlocal agreement for the Enterprise Solar Community Development Project Area Plan between the agency, Iron County, Iron County Unincorporated Service Area # 2, and the Iron County School District. The proposed agreement will provide a 70% tax increment over fifteen years. The project will require building a new substation to hook the project into existing transmission lines. The substation will be constructed at the same time the project is being installed.

Alma Adams made a motion to approve the interlocal agreement as presented. Second by Dale Brinkerhoff. Voting: Alma Adams, Aye; Dale Brinkerhoff, Aye; David Miller, Aye.

#### ENTERPRISE SOLAR

#### COMMUNITY DEVELOPMENT PROJECT AREA

#### INTERLOCAL AGREEMENT

by and among the

#### IRON COUNTY COMMUNITY DEVELOPMENT

#### AND RENEWAL AGENCY

and

IRON COUNTY, the IRON COUNTY SCHOOL DISTRICT and the IRON COUNTY UNINCORPORATED AREA SERVICES DISTRICT #2

THIS INTERLOCAL AGREEMENT is entered into as of this 25th day of August, 2014, by and among the IRON COUNTY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY, a political subdivision of the State of Utah (the “Agency”), IRON COUNTY, UTAH, a political subdivision of the State of Utah (the “County”), the IRON COUNTY SCHOOL DISTRICT, a political subdivision of the State of Utah (the “School District”), and the IRON COUNTY UNINCORPORATED AREA SERVICES DISTRICT #2, a political subdivision of the State of Utah (the “Services District”). The County, the School District, and the Services District shall be referred to individually as a “Taxing Entity” or collectively as the “Taxing Entities” and the Agency, the County, the School District and the Services District shall be referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS the Agency was created pursuant to the provisions of, and continues to operate under, the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the “Act”), and is authorized thereunder to conduct urban renewal, economic development, and community development activities within Iron County, Utah, as contemplated by the Act; and

WHEREAS the Agency created the Enterprise Solar Community Development Project Area (the “Project Area”) and adopted a community development project area plan for the Project Area (the “Project Area Plan”), a copy of which attached hereto as EXHIBIT A and incorporated herein by this reference, which includes the legal description and a map of the Project Area, pursuant to which the Agency desires to encourage, promote and provide for the development of a solar power generation facility (the “Project”) in the Project Area; and

WHEREAS the Taxing Entities and the Agency have determined that it is in the best interests of the Taxing Entities to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project as set forth in the Project Area Plan; and

WHEREAS the Agency anticipates providing a portion of the tax increment (as defined in Utah Code

Annotated (“UCA”) § 17C-1-102(47) (hereinafter “Tax Increment”), created by the Project, to assist in the development and completion of the Project as provided in the Project Area Plan; and

WHEREAS UCA § 17C-4-201(1) authorizes the Taxing Entities to consent to the payment to the Agency of a portion of the Taxing Entities’ shares of Tax Increment generated from the Project Area for the purposes set forth therein; and

WHEREAS UCA § 11-13-215 further authorizes the Taxing Entities to share their tax and other revenues with the Agency; and

WHEREAS in order to facilitate development of the Project, the Taxing Entities desire to pay to the Agency a portion of the Taxing Entities’ shares of Tax Increment generated by the Project Area in accordance with the terms of this Agreement; and

WHEREAS the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the “Cooperation Act”).

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Taxing Entity's Consent.

a. Pursuant to Section 17C-4-201(2)(b) of the Act and Section 11-13-215 of the Cooperation Act, each Taxing Entity hereby agrees and consents that the Agency shall be paid 70% of the particular Taxing Entity’s share of the Tax Increment from the Project Area (the “Taxing Entity’s Share”) for 15 years, for tax years 2017 through 2031 (to be paid in 2032), inclusive. Each Taxing Entity’s Share shall be used for the purposes set forth in UCA § 17C-4-201(1) as reflected herein and in the Project Area Plan and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) each Taxing Entity 's tax levy rate during the year for which Tax Increment is to be paid and (b) the 2013 base year taxable value of \$132,621 as agreed to by the Parties, which taxable value is subject to adjustment as required by law.

b. Each Taxing Entity hereby authorizes and directs Iron County to pay directly to the Agency the particular Taxing Entity’s Share in accordance with UCA § 17C-4-203 for the period described in Section 1.a. above.

2. Authorized Uses of Tax Increment. The Parties agree that the Agency may apply each Taxing Entity’s Share to the payment of any of the components of the Project as described herein and contemplated in the Project Area Plan, including but not limited to the cost and maintenance of public infrastructure and other improvements located within the Project Area, incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act.

3. Return of Tax Increment to the Taxing Entity. If, for any given year, a developer of a Project within the Project Area fails to qualify to receive Tax Increment from the Agency according to a written participation agreement with the Agency, the Agency shall return to each Taxing Entity that portion of that Taxing Entity’s Share that would have been paid to the developer.

4. No Third Party Beneficiary. Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement.

5. Due Diligence. Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts upon which this Agreement is based, including representations of the Agency concerning the Project and the Project's benefits to the

community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, after having completed its own due diligence and investigation.

6. Interlocal Cooperation Act. In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act.

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5(3) of the Cooperation Act.

c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act.

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act.

e. The term of this Agreement shall commence on the publication of the notice required by Section 17C-4-202 of the Act and shall continue through the date on which all of each Taxing Entity's Share has been paid to and disbursed by the Agency as provided herein.

f. Following the execution of this Agreement by all Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of all parties in accordance with Section 11-13-219 of the Cooperation Act and Section 17C-4-202 of the Act.

7. Modification and Amendment. Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by all Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

8. Further Assurance. Each of the Parties hereto agrees to cooperate in good faith with the others, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

9. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

10. Interpretation. The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

11. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;

d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and

e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

12. Authorization. Each of the Parties hereto represents and warrants to the others that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

13. Time is of the Essence. Time shall be of the essence in the performance of this Agreement.

14. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference as part of this Agreement.

15. Incorporation of Exhibits. The exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

ENTERED into as of the day and year first above written.

IRON COUNTY COMMUNITY DEVELOPMENT  
AND RENEWAL AGENCY

By: \_\_\_\_\_

David J. Miller, Chair

ATTEST:

By: \_\_\_\_\_

David Yardley, Secretary

Attorney Review for the Agency:

The undersigned, as counsel for the Iron County Community Development and Renewal Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

\_\_\_\_\_  
G. Michael Edwards

Attorney for the Iron County Community Development and Renewal Agency

RESOLUTION ICCD&RA 2014-28 APPROVING ENTERPRISE SOLAR :

Brennan Wood then presented for approval Resolution ICCD&RA 2014-28 in which the Iron County Community Development and Renewal Agency adopts the interlocal agreement on behalf of the Agency.

Alma Adams made a motion to approve Resolution ICCD&RA 2014-28 as presented. Second by Dale Brinkerhoff. Voting: Alma Adams, Aye; Dale Brinkerhoff, Aye; David Miller, Aye.

IRON COUNTY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

RESOLUTION NO. ICCD&RA 2014-28

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE IRON COUNTY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY AND IRON COUNTY, THE IRON COUNTY SCHOOL DISTRICT AND THE IRON COUNTY UNINCORPORATED AREA SERVICES DISTRICT #2 REGARDING THE ENTERPRISE SOLAR COMMUNITY DEVELOPMENT PROJECT AREA.

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

WHEREAS the Iron County Community Development and Renewal Agency (the "Agency") and Iron County, Utah, the Iron County School District, and the Iron County Unincorporated Area Services District #2 (the "Taxing Entities") are "public agencies" for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the Taxing Entities desire to enter into an interlocal agreement with the Agency (the "Interlocal Agreement") whereby the Taxing Entities consent to the Agency receiving for an extended period of time a portion of the tax increment produced by the each Taxing Entity's levy on real and personal property within the Enterprise Solar Community Development Project Area (the "Project Area"); and

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

NOW, THEREFORE, BE IT RESOLVED BY THE IRON COUNTY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY AS FOLLOWS:

1. The Interlocal Agreement, substantially in the form attached hereto as EXHIBIT A, is approved and shall be executed by the Agency.
2. Pursuant to Section 11-13-202.5 of the Act, the Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.
3. Pursuant to Section 11-13-209 of the Act and upon full execution of the Interlocal Agreement, a duly executed original counterpart thereof shall be filed immediately with the keeper of records of the Agency.
4. Upon full execution of the Interlocal Agreement, the Agency Economic Development Director is hereby directed to publish or cause to be published a notice of the Interlocal Agreement, in substantially the form attached hereto as EXHIBIT B in accordance with Section 11-13-219 of the Act, and make a copy of the Interlocal Agreement available for public inspection and copying at the Agency's offices during regular business hours for a period of at least 30 days following publication of the notice. The Agency hereby designates the Cedar City Daily News, a newspaper of general circulation published within the boundaries of the Agency, as the official newspaper for purposes of publishing the notice required by UCA §11-13-219.
5. The Interlocal Agreement shall be effective on the date of publication of the notice required by Section 17C-4-202, Utah Code.
6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the Iron County Community Development and Renewal Agency, this 25th day of August, 2014.

---

David J. Miller, Chair  
Iron County Community Development  
and Renewal Agency  
Attest:

---

David Yardley, Secretary

EXHIBIT A  
INTERLOCAL AGREEMENT

To be added to the original document.  
EXHIBIT B  
NOTICE OF INTERLOCAL AGREEMENT

NOTICE OF INTERLOCAL AGREEMENT BETWEEN THE IRON COUNTY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY AND IRON COUNTY

Pursuant to Section 11-13-219, Utah Code Annotated 1953, as amended, the Iron County Community Development and Renewal Agency (the "Agency") and Iron County, Utah, the Iron County School District, and the Iron County Unincorporated Area Services District #2 (together, the "Taxing Entities") are jointly providing this notice with respect to an Interlocal Agreement (the "Interlocal Agreement") entered into by and among the Taxing Entities and the Agency whereby the Taxing Entities consent to the Agency receiving for a period of 15 years starting with the tax year 2017 a portion of the tax increment produced by each Taxing Entity's levy on real and personal property within the Enterprise Solar Community Development Project Area, for the purpose of facilitating the development of a solar power generation facility within the Project Area.

A copy of the Interlocal Agreement is and will be available for public inspection and copying at the Agency's offices located at 68 S 100 E, Parowan, UT 84761, between the hours of 9 a.m. and 5 p.m., Monday through Friday, for a period of at least 30 days following the publication of this notice.

For a period of 30 days after publication of this notice (the "30-Day Period"), any person in interest may contest the Interlocal Agreement or the procedure used to adopt it if the Interlocal Agreement or the procedure fails to comply with any applicable statutory requirement. After the 30-Day Period, no person may contest the Interlocal Agreement for any cause.

Dated and published: August 30, 2014.

ADJOURN AS IRON COUNTY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY BOARD CONVENE AS IRON COUNTY SPECIAL SERVICE DISTRICT #2 BOARD :  
Dale Brinkerhoff made a motion to adjourn as the Iron County Community Development and Renewal Agency and to Convene as the Board of Iron County Unincorporated Area Services District # 2. Second by Alma Adams. Voting: Alma Adams, Aye; Dale Brinkerhoff, Aye; David Miller, Aye.  
RESOLUTION SSD#2 2014-6 ENTERPRISE SOLAR INTERLOCAL AGREEMENT :  
Brennan Wood presented for approval Resolution SSD #2 2014-6 approving an interlocal agreement between Iron County Unincorporated Area Services District # 2 and Iron County Community Development and Renewal Agency regarding the tax increment for the Enterprise Solar project. Alma Adams made a motion to approve the resolution as presented. Second by Dale Brinkerhoff. Voting: Alma Adams, Aye; Dale Brinkerhoff, Aye; David Miller, Aye.  
IRON COUNTY UNINCORPORATED AREA SERVICES DISTRICT #2

RESOLUTION NO. SSD # 2 2014-6

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE IRON COUNTY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY, IRON COUNTY, THE IRON COUNTY SCHOOL DISTRICT AND THE IRON COUNTY UNINCORPORATED AREA SERVICES DISTRICT #2 REGARDING THE ENTERPRISE SOLAR COMMUNITY DEVELOPMENT PROJECT AREA.

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah

Code Annotated 1953, as amended (the “Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the Iron County Community Development and Renewal Agency (the “Agency”) and the Iron County Unincorporated Area Services District #2 (the “District”) are “public agencies” for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the District desires to enter into an interlocal agreement with the Agency, Iron County and the Iron County School District (the “Interlocal Agreement”) whereby the District consents to the Agency receiving for an extended period of time a portion of the tax increment produced by the District’s levy on real and personal property within the Enterprise Solar Community Development Project Area (the “Project Area”); and

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

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE GOVERNING BOARD OF THE IRON COUNTY UNINCORPORATED AREA SERVICES DISTRICT #2 AS FOLLOWS:

1. The Interlocal Agreement, substantially in the form attached hereto as EXHIBIT A, is approved and shall be executed by the District.
2. Pursuant to Section 11-13-202.5 of the Act, the Agreement has been submitted to legal counsel of the District for review and approval as to form and legality.
3. Pursuant to Section 11-13-209 of the Act and upon full execution of the Interlocal Agreement, a duly executed original counterpart thereof shall be filed immediately with the keeper of records of the District.
4. The Interlocal Agreement shall be effective on the date of publication of the notice required by Section 17C-4-202, Utah Code; such notice shall be published by the Agency on behalf of the District according to the terms of the Interlocal Agreement.
5. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the Governing Board of the Iron County Unincorporated Area Services District #2, this 25th day of August, 2014.

---

David J. Miller, Chair  
Iron County Unincorporated Area  
Services District #2  
Attest:

---

David Yardley, Secretary

ADJOURN AS THE BOARD OF THE IRON COUNTY SPECIAL SERVICE DISTRICT # 2 AND  
RECONVENE AS IRON COUNTY COMMISSION :

Dale Brinkerhoff made a motion to adjourn as the Board of the Iron County Unincorporated Special Services District # 2 and reconvene as the Iron County Commission. Second by Alma Adams. Voting: Alma Adams, Aye; Dale Brinkerhoff, Aye; David Miller, Aye.

RESOLUTION 2014-18 ENTERPRISE SOLAR INTERLOCAL AGREEMENT:

Dale Brinkerhoff made a motion to adopt Resolution 2014-18 as presented by Brennan Wood to approve an interlocal agreement between Iron County and Iron County Community Development and Renewal Agency for a tax incentive for the Enterprise Solar Project Area. Second by Alma Adams. Voting: Alma Adams, Aye; Dale Brinkerhoff, Aye; David Miller, Aye.

IRON COUNTY

RESOLUTION NO. 2014-18

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE IRON COUNTY COMMUNITY DEVELOPMENT AND RENEWAL AGENCY, IRON COUNTY, THE IRON COUNTY SCHOOL DISTRICT AND THE IRON COUNTY UNINCORPORATED AREA SERVICES DISTRICT #2 REGARDING THE ENTERPRISE SOLAR COMMUNITY DEVELOPMENT PROJECT AREA.

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

WHEREAS the Iron County Community Development and Renewal Agency (the "Agency") and Iron County (the "County") are "public agencies" for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the County desires to enter into an interlocal agreement with the Agency, the Iron County School District and the Iron County Unincorporated Area Services District #2 (the "Interlocal Agreement") whereby the County consents to the Agency receiving for an extended period of time a portion of the tax increment produced by the County's levy on real and personal property within the Enterprise Solar Community Development Project Area (the "Project Area"); and

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

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE IRON COUNTY COMMISSION AS FOLLOWS:

1. The Interlocal Agreement, substantially in the form attached hereto as EXHIBIT A, is approved and shall be executed by the County.
2. Pursuant to Section 11-13-202.5 of the Act, the Agreement has been submitted to legal counsel of the County for review and approval as to form and legality.
3. Pursuant to Section 11-13-209 of the Act and upon full execution of the Interlocal Agreement, a duly executed original counterpart thereof shall be filed immediately with the keeper of records of the County.

4. The Interlocal Agreement shall be effective on the date of publication of the notice required by Section 17C-4-202, Utah Code; such notice shall be published by the Agency on behalf of the County according to the terms of the Interlocal Agreement.

5. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the board of County Commissioners of Iron County, this 25th day of August, 2014.

David J. Miller, Chair  
Iron County Board of County Commissioners

ATTEST:

---

David Yardley, Iron County Clerk

VOTING:

David J. Miller Aye  
Alma L. Adams Aye  
Dale M. Brinkerhoff Aye

TAX MATTER - PERSONAL PROPERTY TAX APPEAL :

Chris Mackert appeared before the Commission to request for settlement on personal property fees and interest. Mr. Mackert, explained that he purchased Star Sign and Banner of Cedar City in 2011. He found later that the business had a delinquent tax amount owing of \$1,251.53 which by contract was to have been paid by the previous owner. Because of legal issues with the previous owner the tax has accrued \$411.32 in interest and penalty which he is requesting to be abated.

The Commission offered Mr. Mackert additional time to make payments to bring the account current.

Mr. Mackert said that time was not an issue. Thereupon Dale Brinkerhoff made a motion to deny the relief requested as this is a civil matter between the current and former owners. Second by Alma Adams.

Voting: Alma Adams, Aye; Dale Brinkerhoff, Aye; David Miller, Aye.

PERSONNEL MATTERS :

Leslie Bishop presented a request from the Sheriff Department Patrol Division to approve the promotion of Douglas Brown from Patrol Deputy to Corporal effective August, 10, 2014. She also presented a request for approval of interim pay for Corporal Adam Burton, acting as Sergeant from July 16, 2014 to August 16, 2014. Dale Brinkerhoff made a motion to approve the promotion of Douglas Brown to Corporal effective August 10 and to approve the interim pay request for Adam Burton as requested.

Second by Alma Adams. Voting: Alma Adams, Aye; Dale Brinkerhoff, Aye; David Miller, Aye.

Leslie presented a request from the County Attorney's office to approve the promotion of Candace Reid from Deputy II to Deputy III effective August 18, 2014. Dale Brinkerhoff made a motion to approve the promotion as requested. Second by Alma Adams. Voting: Alma Adams, Aye; Dale Brinkerhoff, Aye; David Miller, Aye.

Leslie presented a request from the Treasurer's Office to approve a new part-time position within the Treasurer's Office which will allow time to train a new employee prior to tax season. The new position would require a budget adjustment of \$8,840.30 to cover wages and benefits between October 13 through December 31, 2014. As of January 1, 2015 staffing levels will return to current levels. Dale Brinkerhoff

made a motion to approve the part time position as requested from October 13 to December 31, 2014.

Second by Alma Adams. Voting: Alma Adams, Aye; Dale Brinkerhoff, Aye; David Miller, Aye.

PRAIRIE DOG MATTERS :

Rob Dotson, Enoch City Manager, met with the Commission to request support of a grant to install flood control pipe within Enoch City to help mitigate future damage such as was experienced in 2012. The grant has been awarded and is being held up by a biological opinion to be issued by Nathan Brown, Federal Fish and Wildlife Officer.

After listening to the request and discussing options, David Miller made a motion to apply the low impact HCP to the project which would result in 1.2 acres of take. Second by Alma Adams. Voting: Alma Adams, Aye; Dale Brinkerhoff, Aye; David Miller, Aye.

PERSONNEL POLICY AND PROCEDURE SECTION 12 REVISION PROPOSAL :

Leslie Bishop presented proposed amendments to Section 12 of the Iron County Personnel Policy which involves recall rosters for employees affected by a reduction in force. After reviewing proposed changes the Commission recommended that the policy be distributed to the County departments for comments.

Comments are to be returned to the Human Resource Department and the matter will be placed on a future agenda for adoption.

ADJOURN :

The meeting was adjourned at 11:56 on a motion by Dale Brinkerhoff. Second by Alma Adams. Voting: Alma Adams, Aye; Dale Brinkerhoff, Aye; David Miller, Aye.

Signed: David J. Miller, Chairman

Attest: David I. Yardley  
County Clerk