AGENDA
OF THE KANE COUNTY
BOARD OF COMMISSIONERS' MEETING
**DECEMBER 22, 2014**
IN THE KANE COUNTY COMMISSION CHAMBERS,
76 NORTH MAIN, KANAB, UTAH

The items listed under Consent Agenda will be considered as a group and acted upon by one motion with no separate discussion of said items, unless the Commission so requests. In that event, the item will be removed from the Consent Agenda for separate discussion.

The Commission meeting will begin at **10:00 am**

CALL MEETING TO ORDER:
PRAYER:
PLEDGE OF ALLEGIANCE:
WELCOME:
CITIZEN PUBLIC INPUT:

**CONSENT AGENDA:**

Check Edit Reports:

Approval of: December 8, 2014 Commission Meetings Minutes & December 15, 2014 Work Meeting Minutes

**REGULAR AGENDA:**

PUBLIC HEARING:

1. RESOLUTION 2014-27, BUDGET OPENING 2014/ Clerk/Auditor Karla Johnson
2. Adopt RESOLUTION 2014-27, a Resolution adopting the 2014 Fiscal Year County Budget opening
3. RESOLUTION 2014-28, BUDGET 2015/ Clerk/Auditor Karla Johnson
4. Adopt RESOLUTION 2014-28, a Resolution Adopting the 2015 Fiscal Year County Budget
5. Extra Miler Awards/ Commissioner Matson
6. Approve Contract with "At Your Leisure" for State Parks/ Commissioner Clayson
7. Approve SUPAC Contract/ Agreement/ Commissioner Clayson
8. Re-Appoint Canyonland CID Board Members/ Commissioner Matson
9. Adopt Resolution 2014-25, a Resolution Amending the Kane County 401 K Profit Sharing Plan/Deputy Attorney Kent Burggraaf
10. Approve Contract: Utah Transportation Coalition w/Salt Lake City Chamber of Commerce/ Commissioner Clayson

11. Adopt Ordinance 2014-21, an Ordinance Amending Chapters 6 &7 of the Kane County Land Use Ordinance/ LUA Shannon McBride

12. Approve Lot Joinder, Gawin & Kristine Horrocks- Lots 148,149 & 172, Zion View Mtn. Estates / LUA Shannon McBride

**Other Business:**

- Reports
- Schedules
- Assignments

**CLOSED SESSION:**

- Discussing an individual's character, professional competence, or physical or mental health;
- Strategy sessions to discuss collective bargaining, pending or reasonably imminent litigation, or the purchase, exchange lease or sale of real property;
- Discussions regarding security personnel, devices or systems,
- Investigative proceedings regarding allegations of criminal misconduct.

Project Name: Utah Transportation Coalition / Salt Lake Chamber

AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN

Kane ***COUNTY***

and

***Salt Lake Chamber of Commerce***

THIS AGREEMENT made and entered into this ____ **day of** November, 2014, by and between Kane COUNTY, a ~~municipal corporation~~ Political subdivision of the state of Utah (hereinafter referred to as "**County**"), and SALT LAKE CHAMBER (hereinafter referred to as "**Consultant**").

The **County** and **Consultant** agree as follows:

1. **RETENTION AS CONSULTANT**

**County** hereby retains **Consultant**, and **Consultant** hereby accepts such engagement, to perform the services described in Paragraph 2. **Consultant** warrants it has the qualifications, experience and facilities to properly perform said services.

2. **DESCRIPTION OF SERVICES**

**Task 1: Transportation Issues Research and Analysis:**

The **Consultant** shall research and analyze transportation funding in Utah at both the State and local level, and use this data to suggest improvements and enhancements to funding transportation in Utah.

These Services shall be completed on June 30, 2015.

**Task 2: Transportation Issue Advocacy and Public Awareness Campaign:**

The **Consultant** shall create an issue advocacy and public awareness campaign related to Utah's need for improved transportation, and how improved transportation can benefit Utah's economy, air quality, and quality of life. This advocacy and public awareness campaign will include strategic communications planning, advertising media, advertising purchases, public events, online media, social media, editorial content, and other communications tools.

These Services shall be completed on June 30, 2105.

**Task 3: Transportation Issue Local Government Tool Kit:**

The **Consultant** shall deliver to each municipality a Transportation advocacy tool kit, consisting of but not limited to social media content, utility bill insert content, a County specific fact sheet detailing transportation funding in the individual municipality, editorial content for local papers, website content, and other items to support and aid local governments in discussing their transportation needs with residents.

These Services shall be completed on June 30, 2015.

**Task 4: Legislative and Governmental Relations:**

The **Consultant** shall work with the Utah League of Cities and Towns and the Utah Association of Counties to educate legislators about state and local transportation funding issues. No lobbyists will be engaged in this effort; however individuals required by State law to register as lobbyists working on behalf of these organizations will be involved.

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- Investigative proceedings regarding allegations of criminal misconduct.

KANE COUNTY

Resolution 2014-27

A RESOLUTION ADOPTING THE 2015 FISCAL YEAR COUNTY BUDGET

WHEREAS, The Board of Commissioners for Kane County, Utah in a regular meeting, lawful notice of which had been given, finds that a public hearing was held on December 22, 2014 according to the state statute for adoption of the budget for fiscal year 2015.

THEREFORE, The Kane County Board of Commissioners hereby adopts the following resolution:

BE IT RESOLVED, That the 2015 Kane County General Fund budget in the amount of $8,407,254 and the total Kane County Budget of $25,354,546 the original of which is on file in the Office of the Kane County Auditor and a copy of which is attached to this resolution, is hereby adopted for the Kane County fiscal year 2015 beginning January 1, 2015 and ending December 31, 2015.

This Resolution was adopted by the Kane County Board of Commissioners on December 22, 2014.

_____
Commission Chairman, Douglas K. Heaton

ATTESTED:_____
County Clerk /Auditor, Karla Johnson

KANE COUNTY

Resolution 2014-28

A RESOLUTION ADOPTING THE 2014 FISCAL YEAR COUNTY BUDGET OPENING

WHEREAS, The Board of Commissioners for Kane County, Utah in a regular meeting, lawful notice of which had been given, finds that a public hearing was held on December 22, 2014 according to the state statute for Adjusting the 2014 Budget through a Budget Opening; and,

WHEREAS, The Board of Commissioners for Kane County, in joint with the Kane County Auditor are responsible to accurately, and fairly portray the County Financial Records through the Budget Opening Process,

THEREFORE, The Kane County Board of Commissioners hereby adopts the following resolution:

BE IT RESOLVED, That the Kane County Board of Commissioners adjust the 2014 fiscal Year Budget through the Budget opening Process and adjust for proper presentation of the Kane County Financial records by adjusting for Grants, Payroll Corrections, Medical Aggregating Deductable as a Current Expense, Employee Census, Accruals, and other corrections as necessary.

This Resolution was adopted by the Kane County Board of Commissioners on December 22, 2014.

_____
Commission Chairman, Douglas K. Heaton

ATTESTED:_____
County Clerk /Auditor, Karla Johnson

Attachment: Detail of Adjustments.

Original

**KANE COUNTY RESOLUTION NO. 2014 - 25**

**A RESOLUTION AMENDING THE KANE COUNTY 401(k) PROFIT SHARING PLAN**

**WHEREAS**, Kane County (the "Employer") maintains the Kane County 401(k) Profit Sharing Plan (the "Plan") for its employees:

**WHEREAS**, Kane County has decided that it is in its best interest to amend the Plan;

**WHEREAS**, Section 14.01(b) of the Plan authorizes the Employer to amend the selections under the Kane County 401(k) Profit Sharing Plan Adoption Agreement;

**WHEREAS**, the Employer desires to amend the Plan to limit the number of Plan Trustees to three (3), removing Kent A. Burggraaf and Georgia Baca as trustees; and

**WHEREAS**, the Employer desires that the Kane County Attorney's Office and Kane County Treasurer's Office continue to provide advice and guidance to the Kane County 401(k) Profit Sharing Plan trustees, as needed.

**NOW THEREFORE, BE IT RESOLVED BY THE KANE COUNTY BOARD OF COMMISSIONERS, IN AND FOR KANE COUNTY, STATE OF UTAH, AS FOLLOWS:**

The Kane County 401(k) Profit Sharing Plan Adoption Agreement is amended, naming and limiting the following individuals as Trustees of the Plan, as outlined in the attached Trustee Declaration Page: Dave F. Owens, Jr.; Louis Pratt, Jr.; and J. Ryan Maddux. This Resolution serves as the notification of Plan Amendment to the Trustees.

ADOPTED this 22nd day of December, 2014.

DOUG HEATON, Chair
Board of Commissioners
Kane County

ATTEST:

KARLA JOHNSON
Kane County Clerk/Auditor

Commissioner Clayson voted ____
Commissioner Matson voted ____
Commissioner Heaton voted ____

Kane County 401(k) Profit Sharing Plan – Trustees Written Consent to Plan Amendment:

Kent A. Burggraaf

Louis Pratt, Jr.

J. Ryan Maddux

Dave F. Owens, Jr.

Georgia Baca

## TRUSTEE DECLARATION

**Effective date of Trustee Declaration:** December 22, 2014

**The Trustee's investment powers are:**

☑ (a) **Discretionary.** The Trustee has discretion to invest Plan assets, unless specifically directed otherwise by the Plan Administrator, the Employer, an Investment Manager or other Named Fiduciary or, to the extent authorized under the Plan, a Plan Participant.

☐ (b) **Nondiscretionary.** The Trustee may only invest Plan assets as directed by the Plan Administrator, the Employer, an Investment Manager or other Named Fiduciary or, to the extent authorized under the Plan, a Plan Participant.

☐ (c) **Determined under a separate trust agreement.** The Trustee's investment powers are determined under a separate trust document which replaces (or is adopted in conjunction with) the trust provisions under the Plan.

☐ (d) **No Trustee.** The Plan is funded exclusively with annuity and/or insurance contracts (see Section 12.16 of the Plan).

[***Note:*** *To qualify as a Volume Submitter Plan, any separate trust document used in conjunction with this Plan must be approved by the Internal Revenue Service. Any such approved trust agreement is incorporated as part of this Plan and must be attached hereto. The responsibilities, rights and powers of the Trustee are those specified in the separate trust agreement. If this (c) is checked, the Trustee need not sign or date this Trustee Declaration.*]

**Trustee Signature.** By executing this Adoption Agreement, the designated Trustee(s) accept the responsibilities and obligations set forth under the Plan and Adoption Agreement.

Dave F. Owens, Jr.
*(Print name of Trustee)*

*(Signature of Trustee or authorized representative)* 12/08/2014 *(Date)*

Louis Pratt, Jr.
*(Print name of Trustee)*

*(Signature of Trustee or authorized representative)* 12/5/14 *(Date)*

J. Ryan Maddux
*(Print name of Trustee)*

*(Signature of Trustee or authorized representative)* 12-5-2014 *(Date)*

## EMPLOYER SIGNATURE PAGE

**PURPOSE OF EXECUTION.** This Signature Page is being executed to effect:

☐ (a) The adoption of a **new plan**, effective _____ [*insert Effective Date of Plan*].

☑ (b) The **restatement** of an existing plan, effective 1-1-2012 [*insert Effective Date of Plan*].

(1) Name of Plan(s) being restated: Kane County 401(k) Profit Sharing Plan

(2) The original effective date of the plan(s) being restated: 1-1-1985

☑ (c) An **amendment** of the Plan. If this Plan is being amended, the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.

(1) Identify the Adoption Agreement section(s) being amended: Trustee Declaration

(2) Effective Date(s) of such changes: 12-22-2014

☐ (d) To identify a **Successor Employer.** Check this selection if a successor to the signatory Employer is continuing this Plan as a Successor Employer. Complete this Employer Signature Page and substitute a new page 1 under this Adoption Agreement to identify the Successor Employer. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.

(1) Effective Date of the amendment is: _____

**VOLUME SUBMITTER SPONSOR INFORMATION.** The Volume Submitter Sponsor will inform the Employer of any amendments made to the Plan and will notify the Employer if it discontinues or abandons the Plan. To be eligible to receive such notification, the Employer agrees to notify the Volume Submitter Sponsor of any change in address. The Employer may direct inquiries regarding the Plan or the effect of the Favorable IRS Letter to the Volume Submitter Sponsor (or authorized representative) at the following location:

**Name of Volume Submitter Sponsor:** Ben-X, LLC

**Address:** 5406 West 11000 North Suite 103-432 Highland, UT 84003

**Telephone number:** (888) 433-BENX (2369)

**IMPORTANT INFORMATION ABOUT THIS VOLUME SUBMITTER PLAN.** A failure to properly complete the elections in this Adoption Agreement or to operate the Plan in accordance with applicable law may result in disqualification of the Plan. The Employer may rely on the Favorable IRS Letter issued by the National Office of the Internal Revenue Service to the Volume Submitter Sponsor as evidence that the Plan is qualified under Code §401, to the extent provided in Rev. Proc. 2005-16. The Employer may not rely on the Favorable IRS Letter in certain circumstances or with respect to certain qualification requirements, which are specified in the Favorable IRS Letter issued with respect to the Plan and in Rev. Proc. 2005-16. In order to obtain reliance in such circumstances or with respect to such qualification requirements, the Employer must apply to the office of Employee Plans Determinations of the Internal Revenue Service for a determination letter. See Section 1.62 of the Plan.

By signing this Adoption Agreement, the Employer intends to adopt the provisions as set forth in this Adoption Agreement and the related Plan document. The Employer understands that the Volume Submitter Sponsor has no responsibility or liability regarding the suitability of the Plan for the Employer's needs or the options elected under this Adoption Agreement. It is recommended that the Employer consult with legal counsel before executing this Adoption Agreement.

Kane County
*(Name of Employer)*

Doug Heaton — Chair, Board of Commissioners
*(Name of authorized representative)* — *(Title)*

_____
*(Signature)* — *(Date)*

Project Name: Utah Transportation Coalition / Salt Lake Chamber

AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
Kane ***COUNTY***
and
***Salt Lake Chamber of Commerce***

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These Services shall be completed on June 30, 2015.

3. **COMPENSATION**

where is the proposal

The total compensation payable to **Consultant** by **County** for the Services described in paragraph 2 shall not exceed the sums described in the attached proposal, and shall be earned on the basis as indicated in the **Consultant's** attached proposal.

All payments shall be made within thirty (30) calendar days after execution of this *Agreement*.

**EXTRA SERVICES**

No other extra services are authorized by this *Agreement*.

4. **PROGRESS AND COMPLETION**

The **County** and the **Consultant** are aware that many factors outside the **Consultant's** control may affect the **Consultant's** ability to complete the Services to be provided under this *Agreement*. The **Consultant** will perform these Services with reasonable diligence and expediency consistent with sound professional practices.

5. **PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This Agreement is for professional services, which are personal services to the **County**. The following persons are deemed to be a key member(s) of or employee(s) of the **Consultant's** team, and shall be directly involved in performing or assisting in the performance of this work.

- Abby Albrecht, Granite Construction and Utah Transportation Coalition
- Justin Jones, Salt Lake Chamber of Commerce
- Cameron Diehl, Utah League of Cities and Towns
- Lincoln Shurtz, Utah Association of Counties

The **Consultant** will subcontract the following portions of the work out to other parties:

- Penna Powers: strategic communications, public relations, and consulting services.
- Insert Description of Contracted Work ?

This *Agreement* is not assignable by **Consultant** without the **County's** prior written consent.

6. **HOLD HARMLESS AND INSURANCE**

**Consultant** shall defend, indemnify and hold the **County**, its elected Officials, officers, and employees, harmless from all claims, lawsuits, demands, judgments or liability including, but not limited to general liability, automobile and professional errors and omissions liability, arising out of, directly or indirectly, the negligent performance, or any negligent omission of the **Consultant** in performing the services described.

**Consultant** shall, at **Consultant's** sole cost and expense and throughout the term of this *Agreement* and any extensions thereof, carry:

(1) Workers compensation insurance adequate to protect Consultant from claims under workers compensation acts.

(2) Professional errors and omissions insurance in the amount of $2,000,000, and

(3) General personal injury and property damage liability insurance and automobile liability insurance with liability limits of not less than $2,000,000 each claimant and $2,000,000 each occurrence for the injury or death of person or persons and property damage.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah.

7. **RELATIONSHIP OF THE PARTIES**

The relationship of the parties to this *Agreement* shall be that of independent contractors and that in no event shall **Consultant** be considered an officer, agent, servant, or employee of **County**. The **Consultant** shall be solely responsible for any workers compensation, withholding taxes, unemployment insurance and any other employer obligations associated with the described work.

8. **TERMINATION BY COUNTY**

The **County**, by notifying **Consultant** in writing, may upon ten (10) calendar days notice, terminate any portion or all of the services agreed to be performed under this *Agreement*.

9. **WAIVER/REMEDIES**

Failure by a party to insist upon the strict performance of any of the provisions of this *Agreement* by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such wavier shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this *Agreement* or at law or in equity shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

10. **CONSTRUCTION OF LANGUAGE**

The provisions of this *Agreement* shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders and vice versa.

11. **MITIGATION OF DAMAGES**

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11. **MITIGATION OF DAMAGES**

In all situations arising out of this *Agreement*, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

12. **GOVERNING LAW**

This *Agreement*, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of Utah.

13. **CAPTIONS**

The captions or headings in the *Agreement* are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the *Agreement*.

14. **AUTHORIZATION**

Each party has expressly authorized the execution of this *Agreement* on its behalf and acknowledge it shall bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this *Agreement*.

15. **ENTIRE *AGREEMENT* BETWEEN PARTIES**

Except for **Consultant's** proposals and submitted representations for obtaining this *Agreement*, this *Agreement* supersedes any other *Agreements*, either oral or writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and *Agreements* between the parties with respect to said services. Any modifications of this *Agreement* will be effective only if it is in writing and signed by the party to be charged.

16. **SEVERABIITY**

If any provision in this *Agreement* is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

17. **NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United State mail, postage prepaid, and addressed as follows:

TO COUNTY: KANE County
~~Street Address~~ 76 NORTH MAIN
Kanab ~~County~~, Utah ZIP 84741
Attention: County ~~Recorder~~ Clerk

TO CONSULTANT: Utah Transportation Coalition
c/o Salt Lake Chamber of Commerce
175 East 400 South, Suite #600
Salt Lake County, Utah 84

18. **ADDITIONAL TERMS/CONDITIONS**

Additional terms and conditions of this *Agreement* are:

**IN CONCURRENCE AND WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES EFFECTIVE ON THE DATE AND YEAR FIRST WRITTEN ABOVE.**

KANE **COUNTY:**

Signature

DIRK CLAYSON

Print Name

11/18/14

Date

Attest

County ~~Recorder~~ Clerk

Approved as to Form

~~Municipal Legal Counsel~~
Kane County Attorney

**CONSULTANT:**

Signature

Lane Beattie, President and Chief Executive Officer

Date

State of Utah )

:ss

County of Salt Lake )

On this _____ day of _____, 2014, personally appeared before me

_____ *[name of person(s)]*, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the President and Chief Executive Officer *[title]*,
of The Salt Lake Chamber of Commerce *[name of corporation]*, a corporation, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

Notary Public