



GRAND COUNTY COUNCIL REGULAR MEETING

Grand County Council Chambers
125 East Center Street, Moab, Utah

AGENDA

Tuesday, August 19, 2014

4:00 p.m.

- Call to Order**
- Pledge of Allegiance**
- Approval of Minutes** (Diana Carroll, Clerk/Auditor)
 - A. August 5, 2014 (County Council Meeting)
- Ratification of Payment of Bills**
- Elected Official Reports**
- Council Administrator Report**
- Department Reports**
 - B. Public Defender Semi-Annual Report, Postponed from August 5, 2014 (Don Torgerson, Torgerson Law Offices, P.C.)
 - C. Update on Division of Air Quality Permit Issued to Danish Flats (Lee Shenton, UMTRA Liaison)
- Agency Reports**
- Citizens to Be Heard**
- Presentations**
 - D. Update on Canyonlands 50th Anniversary Celebration (Joette Langianese, Executive Director, Friends of Arches and Canyonlands National Parks)
- Discussion Items**
 - E. Calendar Items and Public Notices (KaLeigh Welch, Council Office Coordinator)
- General Business- Action Items- Discussion and Consideration of:**
 - F. Approving Proposed Resolution Authorizing Creation of the Seven County Infrastructure Coalition and Approving Proposed Interlocal Cooperation Agreement for the Purpose of Establishing a Seven County Infrastructure Coalition, Postponed from August 5, 2014, Pending Legal Review (Chairman Jackson)
 - G. Approving Proposed Interlocal Cooperative Agreement for the Purpose of Establishing an Economic Development Study for a Potential Bookcliffs Transportation Corridor, Postponed from August 5, 2014, Pending Legal Review (Chairman Jackson)
 - H. Approving Moab UMTRA Project's 2014 Annual Statement of Continued Compliance (Lee Shenton, UMTRA Liaison)
 - I. Approving Proposed Reclassification of Sand Flats Recreation Area Program Manager Position (Orlinda Robertson, Human Resources Manager and Ruth Dillon, Council Administrator)
 - J. Approving Skydive Boogie Special Event to be Held at Canyonlands Field Airport September 25th-29th, 2014 to Exclude Camping and Bonfires (Kelly Braun, Airport Manager & KaLeigh Welch, Council Office Coordinator)
 - K. Approving Proposed Office Lease Agreement with Vaisala Inc. at Canyonlands Field Airport (Kelly Braun, Airport Manager)
 - L. Approving Proposed Office Lease Agreement with Canyonlands Jeep Adventures at Canyonlands Field Airport (Kelly Braun, Airport Manager)

- M. Approving Proposed Office, Hangar, and Ramp Lease Agreement with Redtail Aviation at Canyonlands Field Airport (Kelly Braun, Airport Manager)
- N. Approving Proposed Amendments to the Consolidated Fee Schedule Ordinance (Ruth Dillon, Council Administrator)
- O. Approving Appointment to the Housing Authority of Southeastern Utah Board (Council Member Tubbs)
- Consent Agenda- Action Items**
 - P. Ratifying Chair's Signature on a Bureau of Land Management Certification for Federal Assistance for a Grant Application for Onion Creek Road Stabilization and Water Quality Protection Project
 - Q. Ratifying Chair's Signature on Contracted Primary Provider Change of Address Form for the Family Support Center
- Public Hearings- Possible Action Items (none)**
- General Council Reports and Future Considerations**
- Closed Session(s) (if necessary)**
- Adjourn**

At the Grand County Council meetings/hearings any citizen, property owner, or public official may be heard on any agenda subject. The number of persons heard and the time allowed each may be limited at the sole discretion of the Chair. On matters set for public hearings there is a three-minute time limit per person to allow maximum public participation. All persons, upon being recognized by the Chair, shall advance to the podium, state their full name and address, whom they represent, and their subject matter. No person shall interrupt legislative proceedings.

Requests for inclusion on an agenda and supporting documentation must be received by 5:00 PM on the Wednesday prior to a regular Council Meeting and forty-eight (48) hours prior to any Special Council Meeting. Information relative to these meetings/hearings may be obtained at the Grand County Council's Office, 125 East Center Street, Moab, Utah; (435) 259-1346.

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS. In compliance with the Americans with Disabilities Act, individuals with special needs requests wishing to attend County Council meetings are encouraged to contact the County two (2) business days in advance of these events. Specific accommodations necessary to allow participation of disabled persons will be provided to the maximum extent possible. T.D.D. (Telecommunication Device for the Deaf) calls can be answered at: (435) 259-1346. Individuals with speech and/or hearing impairments may also call the Relay Utah by dialing 711. Spanish Relay Utah: 1 (888) 346-3162

It is hereby the policy of Grand County that elected and appointed representatives, staff and members of Grand County Council may participate in meetings through electronic means. Any form of telecommunication may be used, as long as it allows for real time interaction in the way of discussions, questions and answers, and voting.

A Council agenda packet is available at the local Library at least 24 hours in advance of the meeting.

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
AUGUST 19, 2014
Agenda Item: B

TITLE:	Public Defender Semi-Annual Report, Postponed from August 5, 2014
FISCAL IMPACT:	None
PRESENTER(S):	Don Torgerson, Torgerson Law Offices, P.C.

Prepared By:

Ruth Dillon,
Council Administrator
(435) 259-1347

FOR OFFICE USE ONLY:

Attorney Review:

N/A

BACKGROUND:

As part of the Public Defender Agreement, a written report of services is required every six months. The agreement specifies that the Public Defender is to report on:

- The types and classes of offenses
- Courts
- Particular clients
- Non-jury trials
- Jury trials
- Hearings other than trials
- Plea-negotiated settlements

ATTACHMENT(S):

Grand County Public Defender Report Dated July 28, 2014

TORGERSON LAW OFFICES
A Professional Corporation

Don M. Torgerson
Mandie J. Torgerson

453 East Main Street, Suite 100
PO Box 955
Price, UT 84501

Tel (435) 637-7011
Fax (435) 636-0138
www.pricelawyers.com

July 28, 2014

Grand County Council
125 East Center Street
Moab, UT 84532

Re: Grand County Public Defender Report

Dear Grand County Council:

The total number of cases we have been appointed to is accurate, all other numbers are approximate.

Date of Reporting: July 18, 2013 – July 17, 2014

Total number of appointed cases: 127

- District Court: 116
- Justice Court: 10
- Juvenile: 1

Initial charges in the *Information*:

- 1st Degree Felony: 3
- 2nd Degree Felony: 25
- 3rd Degree Felony: 78
- Class A Misdemeanor: 36
- Class B Misdemeanor: 79
- Class C Misdemeanor: 40
- Infraction: 1
- Order to Show Cause: 39
- Court Commitment: 2
- Fugitive Warrant: 3
- Appeal: 1

Total Cases Settled/Negotiated: 66

- 1st Degree Felony: 0
- 2nd Degree Felony: 5
- 3rd Degree Felony: 26
- Class A Misdemeanor: 22
- Class B Misdemeanor: 35
- Class C Misdemeanor: 15
- Infraction: 0
- Dismissed: 10
- Plea in Abeyance: 0
- Prison Sentence: 8
- Jail Sentence: 45
- Detention: 1
- Probation: 75
- Fine: 51
- Restitution: 6
- Community Service: 5
- Drug Court: 10

Order to Show Cause Hearings: 0

Preliminary Hearings: 2

Trials: 2

Sincerely,

TORGERSON LAW OFFICES, P.C.



Don M. Torgerson
dt@pricelawyers.com

DMT/kd

August 2014

July 2014							September 2014							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
		1	2	3	4	5			1	2	3	4	5	6
6	7	8	9	10	11	12	7	8	9	10	11	12	13	
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20	21	22	23	24	25	26	21	22	23	24	25	26	27	
27	28	29	30	31			28	29	30					

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
27	28	<ul style="list-style-type: none"> 1:30PM Regional Water Study Meeting (City Chambers) 	<ul style="list-style-type: none"> 5:00PM Agenda Summaries Due 	31	1	2	
3	<ul style="list-style-type: none"> 2:00PM USU Advisory Board (Moab Campus) 4:00PM Weed Board (Grand Center) 6:00PM Airport Board (Chambers) 	<ul style="list-style-type: none"> 8:30AM Safety & Accident Review Committee (Chambers) 4:00PM Council Meeting (Chambers) 	6	<ul style="list-style-type: none"> 5:30PM Library Board Meeting (Public Library) 5:30PM Moab Mosquito Abatement District Board (CANCELLED) 7:00PM Grand Water & Sewer Service Agency (Water District Office) 	8	<ul style="list-style-type: none"> 10:00AM Historical Preservation Commission (Grand Center) 	9
10	<ul style="list-style-type: none"> 12:30PM Council on Aging (Grand Center) 	<ul style="list-style-type: none"> 12:00PM Trail Mix Committee (Grand Center) 3:00PM Travel Council Advisory Board (Chambers) 5:30PM OSTA Advisory Committee (Arena Conf. Rm.) 6:00PM Cemetery Maintenance District (Sunset Memorial) 6:00PM Transportation District (Road Dept. Office) 	<ul style="list-style-type: none"> 12:00PM Housing Authority Board (City Chambers) 5:00PM Agenda Summaries Due 6:00PM Planning Commission (Chambers) 	<ul style="list-style-type: none"> 4:00PM Solid Waste District (District Office) 5:30PM UT Symphony's Mighty 5 VIP Dinner & Concert (Red Cliffs Lodge) 7:00PM Thompson Water Dist. (Thompson Fire Station) 	15	16	
17	18	<ul style="list-style-type: none"> 12:00PM Chamber of Commerce (Zions Bank) 4:00PM Council Meeting (Chambers) 	<ul style="list-style-type: none"> 7:00PM Recreation District Board (City Chambers) 	<ul style="list-style-type: none"> 9:00AM Performance Review Committee (Chambers) 5:30PM Canyonlands Health Care Dist. (Grand Center Game Rm) 7:00PM Grand Water & Sewer Service Agency (Water District Office) 	22	23	
24	25	<ul style="list-style-type: none"> 9:00AM Council Administrative Workshop: Budget & Planning (Chambers) 	<ul style="list-style-type: none"> 5:00PM Agenda Summaries Due 5:30PM Planning Commission (Chambers) 	Board of Equalization He... ♦ Chambers		30	
31	Labor Day <ul style="list-style-type: none"> 8:00AM County Office's Closed 2:00PM USU Advisory Board (Moab Campus) 	<ul style="list-style-type: none"> 8:30AM Safety & Accident Review Committee (Chambers) 4:00PM Council Meeting (Chambers) 	3	<ul style="list-style-type: none"> 7:30AM Uintah Basin Energy Summit (Vernal) 11:00AM Affordable Housing Task Force (City Chambers) 12:00PM Homeless Coordinating Committee (Zions Bank) 5:30PM Moab Mosquito Abatement District Board (District Office) 7:00PM Grand Water & Sewer Service Agency (Water District Office) 	5	<ul style="list-style-type: none"> 12:00PM CIB Workshop (Grand Center) 	6

September 2014

August 2014							October 2014						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
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3	4	5	6	7	8	9	5	6	7	8	9	10	11
10	11	12	13	14	15	16	12	13	14	15	16	17	18
17	18	19	20	21	22	23	19	20	21	22	23	24	25
24	25	26	27	28	29	30	26	27	28	29	30	31	
31													

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31	<p>Labor Day</p> <ul style="list-style-type: none"> 8:00AM County Office's Closed 2:00PM USU Advisory Board (Moab Campus) 	<ul style="list-style-type: none"> 8:30AM Safety & Accident Review Committee (Chambers) 4:00PM Council Meeting (Chambers) 		<ul style="list-style-type: none"> 7:30AM Uintah Basin Energy Summit (Vernal) 11:00AM Affordable Housing Task Force (City Chambers) 12:00PM Homeless Coordinating Committee (Zions Bank) 5:30PM Moab Mosquito Abatement District Board (District Office) 7:00PM Grand Water & Sewer Service Agency (Water District Office) 	<ul style="list-style-type: none"> 12:00PM CIB Workshop (Grand Center) 	
7	<ul style="list-style-type: none"> 12:30PM Council on Aging (Grand Center) 4:00PM Weed Board (Grand Center) 6:00PM Airport Board (Chambers) 	<ul style="list-style-type: none"> 12:00PM Trail Mix Committee (Grand Center) 3:00PM Travel Council Advisory Board (Chambers) 5:30PM OSTA Advisory Committee (Arena Conf. Rm.) 6:00PM Cemetery Maintenance District (Sunset Memorial) 6:00PM Transportation District (Road Dept. Office) 	<ul style="list-style-type: none"> 12:00PM Housing Authority Board (City Chambers) 5:00PM Agenda Summaries Due 6:00PM Planning Commission (Chambers) 	<ul style="list-style-type: none"> 3:00PM Sand Flats Recreation Area Stewardship Committee (Sand Flats Office) 4:00PM Solid Waste District (District Office) 5:30PM Library Board Meeting (Public Library) 6:00PM Thompson Fire Dist. (Thompson Fire Station) 7:00PM Thompson Water Dist. (Thompson Fire Station) 	<p>50th Anniversary Cel... ◆ Needles District</p> <ul style="list-style-type: none"> 1:00PM Shuttle (St. Pius Catholic Church) 3:00PM Commemoration & Cowboy Dinner (Needles District) 	
<p>50th Anniversary C</p>		<ul style="list-style-type: none"> 12:00PM Chamber of Commerce (Zions Bank) 4:00PM Council Meeting (Chambers) 	<ul style="list-style-type: none"> 7:00PM Recreation District Board (City Chambers) 	<ul style="list-style-type: none"> 8:30AM Utah Legislative Alcohol Policy Summit (Utah State Capitol) 12:00PM Local Emergency Planning/Hasmat Committee (Fire Station w/ lunch @ 11:30) 5:30PM Canyonlands Health Care Dist. (Grand Center Game Rm) 7:00PM Grand Water & Sewer Service Agency (Water District Office) 	<ul style="list-style-type: none"> 10:00AM BLM/Grand County Coordination Meeting (Chambers) 	
21		<p>Utah Housing Matters Con... ◆ Park City</p> <ul style="list-style-type: none"> 2:45PM Four Corners Mental Health Board (Green River) 5:00PM Public Health Dept Board (Green River City) 		<ul style="list-style-type: none"> 6:00PM Planning Commission (Chambers) 		
28		<ul style="list-style-type: none"> 9:00AM Administrative Workshop (if needed) (Chambers) 	<ul style="list-style-type: none"> 5:00PM Agenda Summaries Due 	<ul style="list-style-type: none"> 5:30PM Moab Mosquito Abatement District Board (District Office) 7:00PM Grand Water & Sewer Service Agency (Water District Office) 		

Make a difference in your community ...

Become a Grand County Board or District Volunteer

NOTICE OF COUNTY BOARD VACANCIES for Citizen Participation. The following *Grand County Boards, Commissions & Committees* will have vacancies at year end. Must reside in Grand County unless otherwise indicated, have the appropriate expertise when required by law, and agree to abide by the County's Conflict of Interest Ordinance. **APPLY NOW. APPLICATIONS ACCEPTED UNTIL VACANCIES ARE FILLED.**

COUNTY BOARD, COMMISSION OR COMMITTEE	VACANCIES	TERM EXPIRATION
Board of Adjustment	2 Alternate Board Members	12/31/2015 12/31/2017
Historical Preservation Commission (May reside in Grand, San Juan or Emery County)	2 1	12/31/2015 12/31/2017
Housing Authority of Southeastern Utah Board (may reside in Grand or San Juan County)	1	12/31/2016
Weed Control Board	2	12/31/2015 12/31/2017

For more information call Ruth Dillon at (435) 259-1347. Interested applicants shall complete the "Board, Commission, and Committee Certification and Application Form" available at www.grandcountyutah.net/pdf/BoardAppForm.pdf or at the County Council's Office. Completed forms may be emailed to council@grandcountyutah.net or delivered to Grand County Council Office, 125 E Center, Moab, UT 84532. The County Council will begin making appointments for these volunteer positions during a regular Council meeting before year end.

Board member responsibilities and board meeting dates are available at www.grandcountyutah.net/publicnotices.htm#vac

PUBLIC HEARING

The Grand County Council will hold a public hearing to hear public comment regarding the proposed Flood Damage Prevention Ordinance to participate in the National Flood Insurance Program (NFIP). The public hearing will be held on Tuesday, September 2, 2014 at 4 pm in the County Council Chambers located at 125 E. Center St., Moab, Utah. All interested parties should plan to attend. The proposed ordinance may be viewed at least 24 hours prior to the meeting at www.grandcountyutah.net or at the Grand County Public Library as part of the Council packet.

Published in *The Times-Independent*,
Moab, Utah August 28, 2014.

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
AUGUST 19, 2014

Agenda Item: F

TITLE:	Approving Proposed Resolution Authorizing Creation of the Seven County Infrastructure Coalition and Approving Proposed Interlocal Cooperation Agreement for the Purpose of Establishing a Seven County Infrastructure Coalition, Postponed from August 5, 2014, Pending Legal Review
FISCAL IMPACT:	None
PRESENTER(S):	Chairman Jackson

Prepared By:

A. Lynn Jackson
 Council Chair
 ljackson@grandcountyutah.net

ACTION:

I move to approve the proposed resolution and the Interlocal Cooperation Agreement authorizing Grand County's participation in the Seven County Infrastructure Coalition, and authorize the Chair to sign all associated documents.

BACKGROUND:

The concept is for the seven eastern counties in Utah to develop an Inter-local agreement to create an entity (authority) that will function much as a service district. The purpose of the Authority created would be several.

FOR OFFICE USE ONLY:

Attorney Review:

In progress

1 - Oversight and management of specific projects within the seven county area, related to a large extent on creation of infrastructure (roads, railroads, pipelines, etc)

2 - Allowing the Authority to solicit, acquire, manage, and oversee funding for specific projects.

3 – Gives the seven eastern counties more unity and power in dealing with the Wasatch front and the Potomac.

4 – Each County would have one voting member on the Authority's board.

5 – Counties can choose to engage or not engage in specific projects. If they engage, there would potentially be revenue sharing benefits. If they choose not to engage, the project could go forward, but that county would not share in any revenue.

6 – This would not affect any ongoing projects in counties. Counties could chose to move forward independently on projects rather than engaging with the Authority.

ATTACHMENT(S):

1. Grand County, Utah Resolution Authorizing Creation of the Seven County Infrastructure Coalition
2. Seven County Interlocal Cooperation Agreement
3. Citizen Comments
4. Confidential folder

GRAND COUNTY, UTAH
RESOLUTION AUTHORIZING CREATION OF THE
SEVEN COUNTY INFRASTRUCTURE COALITION
_____, 2014

RESOLUTION _____

A RESOLUTION AUTHORIZING THE CREATION OF THE SEVEN
COUNTY INFRASTRUCTURE COALITION; AND RELATED
MATTERS

WHEREAS, the Legislative Body of Grand County, Utah has determined that the public health, convenience, and necessity will be benefitted by the establishment of an Interlocal Entity, as described in the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Act”), to be known as the SEVEN COUNTY INFRASTRUCTURE COALITION (the “Coalition”); and

WHEREAS, the other expected participating Utah counties are Carbon County, Daggett County, Duchesne County, Emery County, San Juan County, and Uintah County; and

WHEREAS, the Coalition shall be a political subdivision and body politic and corporate subdivision of the State of Utah, separate and independent of Grand County and all other participating counties; and

WHEREAS, the interlocal cooperation agreement to create the Coalition (the “Agreement”) was presented to the Legislative Body of Grand County:

NOW THEREFORE, BE IT RESOLVED by the Legislative Body of Grand County, Utah as follows:

1. The public health, convenience, and necessity will be benefitted by the establishment of the Coalition.
2. It is the desire of the Legislative Body of Grand County to create, in conjunction with the other participating counties, an independent interlocal entity as a separate political subdivision and body politic and corporate subdivision of the State of Utah to be called the SEVEN COUNTY INFRASTRUCTURE COALITION.
3. The boundaries and area of the Coalition shall include all portions of the participating counties, including Grand County.
4. The effective date of the agreement shall be July 25, 2014.

5. The purposes of the Coalition, are, as more fully set forth in the Agreement, (1) to encourage and promote multiple uses of natural resources, (2) to foster communication, coordination and planning between the members, (3) to promote and engage in the planning, financing, undertaking, ownership, acquisition, development, construction, management and operation, maintenance, repair, administration and control of projects located within and outside of the region, to utilize and enhance the region's natural resources and features in a responsible and appropriate manner with consideration for environmental concerns, and (4) to secure funding for projects

6. The Coalition shall have all powers granted by the Act and, as more fully set forth in the Agreement, is hereby authorized to do all acts necessary or helpful to accomplish its stated purposes, including, but not limited to, any or all of the following:

- A. To adopt, amend, and repeal rules, bylaws, and regulations, policies, and procedures for the regulation of its affairs and the conduct of its business, to have an official seal and power to alter that seal at will and the exercise of its powers and functions under the Act.
- B. To sue and be sued in its own name.
- C. To make and execute contracts and agreements, and all other instruments necessary or desirable for the convenient performance of its purposes, with other public agencies, the State government, the federal government, foreign powers, private entities, and other parties and entities.
- D. To own, control, acquire, construct, build, develop, operate, maintain, repair, manage, administer, control, or to cause to be constructed, built, developed, operated, maintained, repaired, managed, administered or controlled such Projects and activities as shall be necessary or desirable for the purposes of the Coalition.
- E. To acquire by gift, grant, purchase, eminent domain or otherwise and to lease as lessor or lessee any property (real or personal, tangible or intangible), buildings, projects, infrastructure, facilities, works or improvements, or undivided or fractional interests therein, necessary or convenient for the purposes of the Coalition and sell or otherwise dispose of any such property.
- F. To borrow money or incur indebtedness, liabilities, or obligations; to issue bonds, notes, certificates of participation, warrants, etc. for the purposes for which the Coalition was created; to assign, pledge, or otherwise convey as

security for the payment of any such bonds the revenues and receipts from or for the Coalition, which assignment, pledge, or other conveyance may rank prior in right to any other obligation except taxes or payments in lieu thereof payable to the State of Utah or its political subdivisions. The Coalition may not issue general obligation bonds because it has no power to tax.

- G. To employ or contract with persons or firms for personnel, including professional advisors and consultants, to accomplish its purposes and powers.
- H. To provide a common forum to identify, discuss, study, and bring into focus regional challenges and opportunities and solicit assistance and cooperation to address the same.
- I. To achieve advantages of cooperative action which cannot be achieved individually and to make the most effective use of local leadership and resources.
- J. To serve as a multi-purpose organization to engage in and carry out planning and development of projects and activities determined by the Coalition Board to be applicable to achieve benefits and advantages to the region or significant portions thereof.
- K. To provide an organization to enhance effective communication and coordination among public officials pertaining to regional interests.
- L. To maintain liaison with member counties, governmental entities, and other groups, organizations and stakeholders and to serve as regional spokesman for the region.
- M. To take such other actions, engage in such other transactions and do all other things as may be necessary, convenient or appropriate to accomplish its purposes or carry out any of its powers and perform such other functions as may be deemed by its Board to be appropriate.
- N. The Coalition does not have the power to impose or levy a tax.
- O. The Coalition does not have the power to incur any indebtedness for or on behalf of any member county. However, a member county may elect by written agreement approved by legislative action of such member county to provide security for obligations of the Coalition, or to share revenues with

the Coalition or with another Member county(s), as provided in the Act.

- P. To secure funding, including loans and grants for projects and activities.

7. The Legislative Body of Grand County, Utah and the governing body of each party to the agreement to approve the creation of the Coalition shall (i) within 30 days after the date of the agreement, jointly file with the lieutenant governor: (A) a copy of a notice of an impending boundary action, as defined in Section 67-1a-6.5 of the Utah Code, that meets the requirements of Subsection 67-1a-6.5(3); and (B) a copy of an approved final local entity plat, as defined in Section 67-1a-6.5; and (ii) upon the lieutenant governor's issuance of a certificate of creation under Section 67-1a-6.5: (A) submit to the recorder of one of the participating counties: (Aa) the original of the documents; and (Bb) a certified copy of the agreement approving the creation of the entity; and (II) submit to the recorder of each other county: (Aa) a certified copy of the documents; and (Bb) a certified copy of the agreement approving the creation of the Coalition.

8. In the event one or more of the expected participating counties elects to not participate in the creation of the Coalition, or fails to give authorization to create the Coalition within such county by July 25, 2014, then the Legislative Body still authorizes the creation of the Coalition on behalf of Grand County with the name of the Coalition to be altered or adapted to conform to the number of participating counties.

9. The Legislative Body hereby authorizes its Chair to sign the Agreement and its County Clerk to attest to such signature and to apply the seal to such Agreement, and further directs the County attorney to review the Agreement consistent with Section 202.5(3) of the Act.

10. The Legislative Body hereby acknowledges that pursuant to Section 211 of the Act, Grand County may appropriate funds, sell or give tangible or intangible property to, and provide personnel or services to the Coalition, as may be determined by future action of the Legislative Body.

11. The Legislative Body hereby acknowledges that pursuant to Section 212 of the Act, the Coalition may create, construct, or otherwise acquire facilities or improvements to render services or provide benefits in excess of those required to meet the needs or requirements of the member counties that are parties to the Agreement.

12. The Legislative Body hereby acknowledges that pursuant to Section 214 of the Act, Grand County may convey property to or acquire property from any other public agency for consideration as may be agreed upon.

13. The Legislative Body hereby acknowledges that pursuant to Section 215 of the Act, Grand County may, at the discretion of the Legislative Body, share its tax and other

revenues with other counties, cities, towns, or local political subdivisions, the state, or a federal government agency pursuant to a future interlocal agreement that may be entered into, subject to Section 202.5 of the Act.

14. Pursuant to the Act, the Legislative Body directs the County Clerk, along with the County Clerks in the other participating counties, to cause a notice of interlocal agreement to be published (1) one time in the following newspapers: Deseret News, Moab Times, San Juan Record, Sun Advocate, Uintah Basin Standard, and the Vernal Express, which are newspapers of general circulation in the Coalition created by the interlocal agreement and which are designated by the Legislative Body of Grand County as the official newspapers pursuant to the Act, and (2) notice of the interlocal agreement is posted on the Utah Public Notice Website. The County Clerk shall also cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in Grand County's principal offices for public examination during the regular business hours of Grand County until at least 30 days from and after the last date of publication thereof. The Legislative Body directs its officers and staff to cause to be published and posted a Notice of Interlocal Agreement to be Issued in substantially the following form:

NOTICE OF INTERLOCAL AGREEMENT

PUBLIC NOTICE IS HEREBY GIVEN that the Legislative Body of Grand County adopted a resolution (the “Resolution”) declaring its approval for the creation of the SEVEN COUNTY INFRASTRUCTURE COALITION (the “Coalition”) as an interlocal entity pursuant to an interlocal cooperation agreement (the “Agreement”) proposed to be entered into between Carbon County, Daggett County, Duchesne County, Emery County, Grand County, San Juan County, and Uintah County pursuant to the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Act”).

PURPOSE AND POWERS AND TERM OF INTERLOCAL ENTITY

The general subject matter of the Agreement is to create the Coalition as a separate and independent public body. As more fully set forth in the Agreement, the Coalition’s purpose is to pursue and develop infrastructure improvements to benefit the region that have remained undeveloped absent the joint cooperation of the member counties. As more fully set forth in the Agreement, the Coalition’s powers include all powers available under the Act, including, the power to acquire property by purchase and eminent domain, to build projects, to contract, to sue and be sued, to borrow money and receive grants, and otherwise function as an independent public body. The Coalition does not and cannot have the power to levy a property tax. None of the member counties will have any payment obligations under the Agreement.

The term of the Agreement shall be, and the political subdivision of the State of Utah created hereunder shall remain in existence for, a period commencing on July 25, 2014, and ending on the last to occur of: (a) fifty years from the commencement; (b) the date that is five years after the Coalition has fully paid or otherwise discharged all of its indebtedness; (c) the date that is five years after the Coalition has abandoned, decommissioned, or conveyed or transferred all of its interest in any and all projects, infrastructure, and improvements; and (d) the date that is five years after any and all projects, infrastructure, facilities or improvements of the Coalition are no longer useful in providing the service, output, product, or other benefit therefrom, as determined under the agreements related thereto.

Copies of the Resolution and the Agreement are on file in the office of the County Clerk of Grand County, Utah, where they may be examined during regular business hours of the County Clerk from 8:00 a.m. to 5:00 p.m. Monday-Friday, for a period of at least thirty (30) days from and after the last date of publication of this notice.

NOTICE IS HEREBY GIVEN that a period of thirty (30) days from and after the last date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, or the interlocal agreement, by filing a verified written complaint in the district court of the county in which he/she resides, and that after such time, other than referendum rights, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever.

15. The Legislative Body further directs the County Clerk to also complete the record of proceedings attached hereto.

16. 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.

DRAFT

ADOPTED, APPROVED, and ORDERED by majority vote at a duly called meeting of the Legislative Body of Grand County, Utah this _____, 2014.

GRAND COUNTY, UTAH

By: _____
Chair

ATTEST:

County Clerk

(SEAL)

DRAFT

EXHIBIT A
INTERLOCAL AGREEMENT

DRAFT

EXHIBIT B

RECORD OF PROCEEDINGS
GRAND COUNTY, UTAH
_____, 2014

The Legislative Body of Grand County, Utah, met in public session at its regular meeting at ___:00 p.m., or as soon thereafter as feasible, on _____, 2014, with the following members present:

Chair
Commissioner
Commission

Also present:

_____ County Clerk

Absent:

After the meeting had been duly called to order and the minutes of the preceding meeting read and approved, and after other matters not pertinent to this resolution had been discussed, the County Clerk presented to the Legislative Body a Certificate of Compliance With Open Meeting Law with respect to this _____, 2014 meeting, a copy of which is attached hereto.

Commissioner _____ then introduced and moved the adoption of the foregoing resolution, which motion was seconded by Commissioner _____, and the motion was passed as follow:

AYE:

NAY:

ABSTAIN:

STATE OF UTAH)
 : ss.
COUNTY OF GRAND)

I, _____, the duly qualified and acting County Clerk of Grand County, Utah, does hereby certify according to the records of said County in my official possession that the foregoing constitutes a true and correct copy of the minutes of the meeting of the Legislative Body held on _____, 2014, including a 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 official signature and impressed hereon the official seal of said County this _____, 2014.

County Clerk

(SEAL)

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, _____, the undersigned County Clerk of Grand County, Utah (the "County"), do hereby certify, according to the records of the County in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Utah Code Annotated § 52-4-202, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the _____, 2014 public meeting held by the County as follows:

(a) By causing a Notice, in the form attached hereto to be posted at the County's principal offices 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; and

(b) By causing a copy of such Notice, in the form attached hereto to be delivered to a newspaper of general circulation within the County at least twenty-four (24) hours prior to the convening of the meeting.

(c) By causing a copy of the Meeting Notice to be posted on the Utah Public Notice Website at least 24 hours prior to the convening of the meeting.

In addition, the Notice of 2014 Annual Meeting Schedule for the Legislative Body attached hereto was given specifying the date, time and place of the regular meetings of the Legislative Body to be held during the year, by causing said Notice to be (1) posted on _____, 201____, at the principal office of the County and (2) by causing a copy of said Notice to be provided to at least one newspaper of general circulation within the County on _____, 20____, and (3) posted on the Utah Public Notice Website on _____, 201____.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this _____, 2014.

County Clerk/Auditor

(S E A L)

(Attach Meeting Notice and Notice of 2014 Annual Meeting Schedule, including proof of posting thereof on the Utah Public Notice Website)

INTERLOCAL COOPERATION AGREEMENT
ESTABLISHING THE
SEVEN COUNTY INFRASTRUCTURE COALITION

THIS INTERLOCAL COOPERATION AGREEMENT (hereinafter “Agreement”) is made and entered into as of July __, 2014, by and between the signatories to this Agreement. The signatories to this Agreement are “public agencies” as defined in the Utah Interlocal Cooperation Act, and are hereinafter referred to collectively as “Members” or “Parties” and individually as “Member” or “Party.” The signatories are as follows:

**Carbon County, Daggett County, Duchesne County, Emery
County, Grand County, San Juan County, and Uintah County**

WITNESSETH:

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act (the “Interlocal Cooperation Act”), Title 11, Chapter 13, Utah Code Annotated (the “Utah Code”), a Utah public agency is authorized to exercise and enjoy jointly any power, privilege, or authority it possesses with any other Utah public agency having such power, privilege, or authority, and jointly with any out-of-state public agency to the extent that the laws governing the out-of-state public agency permit such joint exercise or enjoyment; and

WHEREAS, the Members to this Agreement desire to enter into this Agreement for joint or cooperative planning, development, ownership, management, and operation of projects, infrastructure, improvements, etc. to benefit the Members and the citizens represented by the Members and for other actions to benefit such citizens and Members; and

WHEREAS, the Members to this Agreement believe that their joint and cooperative action to establish a new Utah interlocal entity will benefit and enhance the public health, welfare, and prosperity of the region they encompass to address the unique, if not sensitive, geographic challenges and advantages of the region, which include: (1) National Parks and Monuments, (2) deep canyons, (3) wide streams, lakes and other wetlands, (4) steep grades, (5) archeological sections and artifacts, (6) protected wildlife access, (7) impassable mountain ranges, (8) exceptionally high rock walls and other difficult terrain, and (9) other features found within the region; and

WHEREAS, pursuant to legislative action by the respective County legislative bodies of each Member, each Member has taken all actions appropriate and necessary to authorize their respective County’s participation in this Agreement to establish and create a new Utah interlocal entity to be known as the **SEVEN COUNTY INFRASTRUCTURE COALITION** (the “Authority”); and

WHEREAS, the Coalition will be an effective and shared entity for on-going planning, development, management, ownership, operation and administration of infrastructure and activities for the region that will have political, legal and financial viability; and

WHEREAS, by focusing on the opportunities of the region in its entirety, the Coalition will coordinate with the cities, the counties, the state of Utah, the federal government, and other stakeholders in arriving at a comprehensive vision and infrastructure plan designed to benefit all portions of the region; and

WHEREAS, the Coalition can identify and help solve issues related to the geographic features and natural challenges and opportunities of the region, thus enhancing infrastructure and improvement options for a variety of areas benefitting the region; and

WHEREAS, the Coalition will be responsible for planning and building broad-based support for projects and fostering the involvement of federal, state and local officials, representatives of private and non-governmental organizations, and the public in the implementation of projects that the Governing Board of the Coalition undertakes; and

WHEREAS, the Coalition can identify “best practices” with respect to planning, management, operation and oversight of projects for the region and can use that work to assist the Members and private entities with professional and technical expertise and coordinate the exchange of information and expertise between the Members; and

WHEREAS, the Coalition, through the broad participation of the Members and the communities can enjoy increased capability to secure governmental, foundation and other financial support for projects, and other activities benefitting the region; and

WHEREAS, the Coalition can act cooperatively, while preserving an individual jurisdiction’s ability to govern its own area, and assist in the formulation and implementation of comprehensive plans for the protection and benefit of the region, as well as plans for the advancement, development, construction, operation, management and oversight of infrastructure, facilities, improvements, works and activities that have not been advanced in the absence of mutual cooperation:

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Members contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members hereto agree as follows:

ARTICLE 1
Definitions

As used herein, the following terms and words shall have the following meanings:

- 1.1 “Board” or “Governing Board” means the legislative body of the Coalition.
- 1.2 “Bonding” means the issuance of “Bonds” and “Bonds” means bonds, notes, certificates of participation, warrants, or other evidences of indebtedness of the Coalition.
- 1.3 “Coalition” means the **SEVEN COUNTY INFRASTRUCTURE COALITION**, a separate political subdivision of the State of Utah, and a body politic and corporate created by this Interlocal Cooperation Agreement.
- 1.4 “Effective Date” means the date the Parties to this Interlocal Cooperation Agreement intend for this Agreement to become effective, and is the date first written above.
- 1.5 “Legislative Body” means, unless otherwise noted, the board, commission, council or executive body of a Member to whom a particular decision or governmental action is entrusted by law.
- 1.6 “Members” or “Parties” means the signatory counties hereto.
- 1.7 “Operation and Maintenance Expenses” means all expenses reasonably incurred by the Coalition or paid to any other entity pursuant to contract or otherwise, necessary to fulfill the purposes of this Agreement, including cost of audits hereinafter required, payment of insurance premiums, and, generally all expenses, exclusive of depreciation and other non-cash items which under generally accepted accounting practices are properly allocable to operation and maintenance; however, only such expenses as are ordinary and necessary to the proper and efficient operation of the Coalition shall be included.
- 1.8 “Project” means an undertaking by the Coalition to develop, acquire, construct, build, own or control, in whole or in part, an infrastructure, facility, work, improvement, or enterprise as agreed to be undertaken by the Governing Board of the Coalition.
- 1.9 “Supplemental Contract” means a contract entered into with respect to a particular project to be undertaken by the Coalition, which sets forth the participation of Members in the Project and their respective obligations and levels of participation.

ARTICLE 2

Purposes

The purposes of the Coalition are as follows:

2.1 Encourage and Promote Multiple Uses of Natural Resources.

The Coalition shall balance environmental value and sensitive natural features with access, use, and development of natural resources, and geographic features, including their economic benefits in accordance with applicable laws, rules and regulations.

2.2 Foster Communication, Coordination and Planning.

The Coalition shall coordinate communication among Members, local communities, state and federal agencies, private and non-governmental organizations, regarding all aspects of planning for projects.

- a. INITIAL PLANNING. The initial planning shall including but not be limited to, studies to catalogue existing infrastructure elements with descriptions and mapping, county by county, for the region as a whole. Such initial planning shall include the following:
 - i. Catalogue both the existing public and private infrastructure, and also all plans for additional infrastructure that has been planned by public or private entities, with descriptions, mapping, and sizing characteristics.
 - ii. The initial planning shall study and catalogue the potential and key corridors that are and can be used in the future to cross the region with infrastructure elements, transport needed components into and out of the region, and connect communities and commodities both within the region and beyond its boundaries where it will benefit all or a portion of the region. Initial planning shall also prioritize capacity constraints and identify critical corridors for careful protection, coordination, and management, both county by county, and region wide.
 - iii. It is anticipated that the initial planning will result in recommendations and determinations with respect to key existing corridors, as well as key potential corridors regarding existing uses with infrastructure and their remaining capacity, as well as potential capacity of possible corridors.
 - iv. Forecast levels of cost for adding capacity in key segments or between key sub-regions, should natural corridors be filled to capacity at some point.
 - v. Suggest management elements that could be adopted by the Coalition and the individual Member counties to protect or set aside key corridors.
 - vi. Identify potential future costs for key infrastructural elements that will be needed, both county by county, and for the region.
 - vii. Covered Infrastructure elements shall include:
 - a. Road Transportation
 - i. Major Highways

- ii. County Arterials
 - iii. Streets
 - iv. Other access roads
- b. Pipelines
 - i. Oil transmission
 - ii. Natural Gas
 - 1. Transmission
 - 2. Distribution
 - iii. Water
 - 1. Transmission
 - 2. Distribution
- c. Electrical
 - i. Transmission
 - ii. Distribution
- d. Water Storage
- e. Railroad (Freight and Passenger/Tourism)
 - i. Access
 - ii. Lines
 - iii. Ramps
 - iv. Passenger/tourism
- f. Airports
- g. Wastewater
 - i. Collection
 - ii. Treatment
- h. Tourism Infrastructure Assets and recreation

B. **ADDITIONAL PLANNING.** In addition to the initial planning, the Coalition shall engage in additional planning related to public infrastructure, facilities, and improvements, including planning and management that affect the Members and cooperate with state, federal, local governments, as well as private landowners and organizations to implement the purposes and goals of the Coalition as determined by its Governing Board and the “best management practices” developed by the Board, professional advisors to the Coalition, and staff to the Board. The Coalition shall coordinate with agencies and entities having jurisdiction over infrastructure, facilities, improvements or activities so that the overall prosperity, welfare, and benefit to the region is considered in the activities of the Agency.

2.3 Promote Resource Utilization and Protection.

The Coalition shall promote and engage in the planning, financing, undertaking, ownership, acquisition, development, construction, management and operation, maintenance, repair, administration and control of projects located within and outside of the region, to utilize and enhance the region’s natural resources and features in a responsible and appropriate manner with consideration for environmental concerns. It is expected that when projects are undertaken, that for each project a Supplemental Contract will be entered to define and direct the participation of the Member counties with respect to that project. Projects are hereby authorized pursuant to such Supplemental Contracts. Each project undertaken by the Coalition shall be authorized by a Supplemental Contract, which shall state the purpose or purposes for each

Project.

2.4 Identify and Secure Funding for and ownership and control of Projects, Infrastructure, Facilities and Improvements.

The Coalition will actively seek public and private funding to be used to acquire, develop, construct, build, manage, operate and maintain projects within the region and outside of the region, so long as such projects outside of the region provide a benefit to the region. To that end it may partner with public entities, foundations and other private sources to secure grants and funding on the best terms available. The Coalition shall be authorized to bond and otherwise incur debt and to spend Authority and other private and public funding for projects to benefit the region. In addition to projects and activities to be owned or controlled, in whole or in part, by the Coalition, the Coalition may also provide assistance to local communities to provide for funding for local projects and facilities, as invited or accepted by local communities.

It is hereby determined by each of the Members to this Agreement that the planning and potential projects contemplated herein are desirable or necessary to make the most efficient use of their powers by enabling them to co-operate with each other and with other governmental and private interests pursuant to a form of governmental organization, as a separate interlocal entity, that will accord best with geographic, economic, population and other factors influencing the needs and development of the Members hereto and to provide the benefit of economy of scale, economic development and utilization of natural resources for the overall promotion of the general welfare of the region or significant portions of the region.

ARTICLE 3

Term of the Interlocal Cooperation Agreement

The term of this Agreement shall be, and the political subdivision of the State of Utah created hereunder shall remain in existence for, a period commencing on July ____, 2014, and ending on the last to occur of: (a) fifty years from the commencement; (b) the date that is five years after the Coalition has fully paid or otherwise discharged all of its indebtedness; (c) the date that is five years after the Coalition has abandoned, decommissioned, or conveyed or transferred all of its interest in any and all projects, infrastructure, and improvements; and (d) the date that is five years after any and all projects, infrastructure, facilities or improvements of the Coalition are no longer useful in providing the service, output, product, or other benefit therefrom, as determined under the agreements related thereto.

ARTICLE 4

Creation of the Coalition

4.1 Independent Legal Entity.

The Members to this Agreement hereby establish and create the **SEVEN COUNTY INFRASTRUCTURE COALITION** pursuant to the terms of the Agreement and the Interlocal

Cooperation Act, which Authority shall be a separate political subdivision of the State of Utah, and a body politic and corporate as of the Effective Date hereof.

ARTICLE 5

Parties to this Agreement

5.1 Initial Membership.

Each signatory to this Agreement hereby contracts with the other signatories of this Agreement to form, and become a Member of, the Coalition to accomplish the purposes set forth in Article 2 herein.

5.2 Changes in Membership.

- A. Other public agencies in Utah or outside of Utah may become parties to this Agreement by executing an Addendum hereto. The Addendum shall be reviewed and approved as to form and compatibility with the laws of the State of Utah, by the attorney for the public agencies to be added. Prior to an additional public agency being added as a Member, the Governing Board of the Coalition must approve the addition of such public entity, by a two thirds majority vote of the Boardmembers of the Governing Board present at an open and public meeting of such Board.
- B. Each Party to this Agreement acknowledges and agrees that the withdrawal of any Member from this Agreement shall not, of itself, adversely affect this Agreement nor such party's contractual relationship with the Coalition or with any other Member to this Agreement, or as related to a Project. Withdrawal of a Member does not relieve the Member's obligation to pay any contractual obligation that such Member may enter into with the Coalition, including its share of obligations, indebtedness, and liabilities incurred prior to withdrawal, if any.
- C. A Member may withdraw upon six months prior written notice if the Legislative Body of the Member gives written notice of its intent to withdraw from the Coalition and from the Governing Board of the Coalition. Such withdrawal shall take effect on the last day of the current fiscal year. Any such notice shall not affect the obligation of the Member to pay its financial obligations to the Coalition. A withdrawal may not materially adversely affect any project, enterprise, or bonds previously approved by the Governing Board of the Coalition. A Member who withdraws its membership shall have no further obligations to the Coalition and the Coalition shall have no further obligations to the withdrawn Member, except as otherwise expressly provided for in contracts, such as Supplemental Contracts, that may be entered into by the Coalition, or a Member, hereafter. The fact that a public agency has previously withdrawn its membership or its membership has been cancelled shall not prohibit said public agency from rejoining the Coalition.

5.3 Amendments to Agreement

This Agreement may be amended from time to time in any particular which does not jeopardize or adversely affect any existing contracts, notes, bonds or other evidence of indebtedness, provided that such amendment shall not subject any Member hereto to any dues, assessments or liability without its consent thereto. Proper amendments may be adopted by the submission of the proposed amendment to the duly convened Governing Board for approval of the Board by resolution passed by the affirmative vote of at least five-sevenths of the Boardmembers present and voting and thereafter by submission to the Legislative Bodies of the Member counties hereto for written approval thereof by at least five-seventh of the Members hereto. Such amendment shall become effective upon the execution by the party whose signing accomplishes approval by at least five-sevenths of the Members hereto; and the filing of the amendment with the keeper of public records of each of the Parties hereto, and proper noticing to the Lt. Governor's office. In addition to the foregoing types of amendment, Supplemental Contracts with respect to particular projects may be entered into with the approval of a simple majority of the Boardmembers. For Supplemental Contracts, approval by a simple majority of the Boardmembers of the Coalition Board is sufficient for the Coalition to participate in a Supplemental Contract and no authorization shall be necessary for Supplemental Contracts from the Legislative Bodies of Member counties, except for the participation of the Member counties in the Supplemental Contract.

5.4 Governance of the Coalition.

- A. The Coalition shall be governed and controlled by a Governing Board, which shall consist of seven individuals, with each Member county selecting one elected public official from within the County to be its representative on the Governing Board. Only someone duly elected to public office within a County may be appointed to represent a member County, during the term of such public official's elected office. Member counties may change their appointed representative at any time. Each Boardmember shall have an equal vote on the Board. Except as otherwise provided herein, all actions of the Board shall require majority approval of the Board, with a minimum of four approving, such that if one or more Boardmembers are absent when a vote is taken, a minimum of four approving votes are still required to approve any action, except as otherwise provide herein.
- B. The Boardmembers from Member counties shall serve until replaced by the respective Member counties or until no longer qualified to serve by virtue of no longer serving as an elected official.
- C. A vacancy on the Governing Board caused by the resignation, removal, death or incapacity of a Boardmember shall be filled by the appointment of a new Boardmember by such Member county's Legislative Body.
- D. No Boardmember shall be liable to the Members to this Agreement for any monetary damages for breach of any fiduciary duty owed by such Boardmember, except monetary damages arising out of: (a) a breach of the representative Boardmember's duty of loyalty to the Member who appointed him or her; (b) any act or omission not in good faith or which involves intentional misconduct or a knowing violation of law; (c) any transaction from which the Boardmember derived an improper personal

benefit; or (d) any other circumstance or occurrence with respect to which, under applicable law as in effect from time to time. The limitation of a Boardmember's liability as provided in this paragraph is impermissible.

- E. No Boardmember nor Member county to this Agreement shall be liable for any agreement, bond, note, indebtedness or other obligation incurred by the Coalition, nor liable for the indebtedness of any other Party to this Agreement, nor liable for any indebtedness or other obligation with respect to any project or activity of the Coalition, unless subsequently and otherwise agreed to by such Member county in writing, such as a Supplemental Contract.
- F. It is anticipated that consistent with the initial planning to be done, that the Coalition will pursue, acquire, develop, construct, build, own or control one or more Projects for infrastructure, facilities, works or improvements. Such Projects will likely extend from one county jurisdiction into another, or otherwise involve an enterprise operated in multiple counties, and some facilities may be located outside the boundaries of all Member counties. For Projects crossing county boundaries, or enterprises operating in multiple counties, or Projects and enterprises outside Member county boundaries, the Governing Board of the Coalition shall have authority to approve the acquisition, development, construction, ownership or control of such Projects by a majority vote of a simple majority of Boardmembers. Each Project shall be approved pursuant to a Supplemental Contract. For Projects that lie entirely within a single Member county, in addition to a majority vote of a simple majority of Boardmembers, the Coalition must also obtain approval from a majority of the Legislative Body of the subject Member county. In other words, for Projects that lie entirely within a single Member county, no Project may be pursued or undertaken without the approval of the Legislative Body of such Member county.
- G. Members of the Governing Board may receive compensation for their service and have their expenses paid by the Coalition.
- H. The Governing Board shall have a Chair and a Vice-Chair elected by and from their members, whose term shall expire every four years. The chair and vice-chair may serve no more than two successive terms. A Secretary shall be appointed.
- I. The Board representative from a Member county may send an alternate to act in his or her place at a Board meeting, except if the Board representative is the Chair, then that Board representative's responsibilities for conducting the meeting or signing documents shall fall to the Vice-Chair.
- J. The Governing Board shall comply with the Utah Open and Public Meetings Act and its records shall be maintained as required by the Utah Government Records Access Management Act.

- K. The Governing Board shall have an ongoing duty to see that all of its Members are informed regarding all activities of the Coalition and, accordingly, shall cause a copy of all Board proceedings to be delivered in the manner it deems appropriate to Boardmembers for meetings of the Board, including meeting agendas and minutes of past meetings, and to such other persons as the Member may request in writing, including each Member's legal counsel.

- L. The Governing Board may employ an Executive Director and other appropriate staff to carry out the day-to-day operations and administrations of the Coalition. The Governing Board may retain professionals and consultants for various matters as deemed appropriate by the Board.

ARTICLE 6
Powers of the Coalition

6.1 General Powers.

The Coalition shall have all powers granted by the Interlocal Cooperation Act and is hereby authorized to do all acts necessary or helpful to accomplish its stated purposes, including, but not limited to, any or all of the following:

- A. To adopt, amend, and repeal rules, bylaws, and regulations, policies, and procedures for the regulation of its affairs and the conduct of its business, to have an official seal and power to alter that seal at will and the exercise of its powers and functions under the Interlocal Cooperation Act.

- B. To sue and be sued in its own name.

- C. To make and execute contracts and agreements, and all other instruments necessary or desirable for the convenient performance of its purposes, with other public agencies, the State government, the federal government, foreign powers, private entities, and other parties and entities.

- D. To own, control, acquire, construct, build, develop, operate, maintain, repair, manage, administer, control, or to cause to be constructed, built, developed, operated, maintained, repaired, managed, administered or controlled such Projects and activities as shall be necessary or desirable for the purposes of the Coalition.

- E. To acquire by gift, grant, purchase, eminent domain or otherwise and to lease as lessor or lessee any property (real or personal, tangible or intangible), buildings, projects, infrastructure, facilities, works or improvements, or undivided or fractional interests therein, necessary or convenient for the purposes of the Coalition and sell or otherwise dispose of any such property.

- F. To borrow money or incur indebtedness, liabilities, or obligations; to issue bonds, notes, certificates of participation, warrants, etc. for the purposes for which the Coalition was created; to assign, pledge, or otherwise convey as security for the payment of any such bonds the revenues and receipts from or for the Coalition, which assignment, pledge, or other conveyance may rank prior in right to any other obligation except taxes or payments in lieu thereof payable to the State of Utah or its political subdivisions. The Coalition may not issue general obligation bonds because it has no power to tax.
- G. To employ or contract with persons or firms for personnel, including professional advisors and consultants, to accomplish its purposes and powers.
- H. To provide a common forum to identify, discuss, study, and bring into focus regional challenges and opportunities and solicit assistance and cooperation to address the same.
- I. To achieve advantages of cooperative action which cannot be achieved individually and to make the most effective use of local leadership and resources.
- J. To serve as a multi-purpose organization to engage in and carry out planning and development of projects and activities determined by the Coalition Board to be applicable to achieve benefits and advantages to the region or significant portions thereof.
- K. To provide an organization to enhance effective communication and coordination among public officials pertaining to regional interests.
- L. To maintain liaison with Members, governmental entities, and other groups, organizations and stakeholders and to serve as regional spokesman for the region.
- M. To take such other actions, engage in such other transactions and do all other things as may be necessary, convenient or appropriate to accomplish its purposes or carry out any of its powers and perform such other functions as may be deemed by its Board to be appropriate.
- N. The Coalition does not have the power to impose or levy a tax.
- O. The Coalition does not have the power to incur any indebtedness for or on behalf of any Member county. However, a Member county may elect by written agreement approved by legislative action of such Member county to provide security for obligations of the Coalition, or to share revenues with the Coalition or with another Member county(s), as provided in the Interlocal Cooperation Act.

6.2 Receive Federal and State Grants and Private Funds.

The Coalition is hereby authorized to act as an agency to receive federal and state grants; other grants; or loans on behalf of itself or the member governments, or funds from private organizations for all planning and development programs and projects which are specifically intended to accomplish the purposes under the Interlocal Cooperation Act and the goals or purposes of the Coalition.

6.3 No Superseding Authority.

The Coalition has no authority to nor does it supplant any powers of individual Members as set forth in the Utah Constitution, state law, county ordinance, or other powers specifically given to them; nor does the Coalition have superseding authority over other government entities and jurisdictions. The Coalition shall not have the authority to require alterations of duly adopted plans or decisions of any agency or jurisdiction.

6.4 Contracts.

- A. The Coalition may contract generally and, as approved by its Governing Board, enter into contracts or agreements with private organizations, foundations, the federal government, states, counties, municipal corporations, and/or any other governmental agency for any purpose necessary or desirable for dealing with affairs of mutual concern, and/or contract for the provision of services with states, counties, cities, private entities, etc., including foreign powers, and to accept all funds resulting therefrom.
- B. The Coalition will, prior to the commencement of construction or development of a project enter into a contract, known as a Supplemental Contract, with the Members, which contract shall set forth the respective contributions of the Members, the percentage of responsibility or benefit from such project for each Member, and how the assets of such project shall be disbursed among the Members upon termination or dissolution of the project or contract related to such project. The Coalition may also contract with such other public or private entities that may qualify or benefit as participants in a project on such terms as will produce sufficient revenue to meet and pay all operating and maintenance expenses, debt service, and reserve requirements, and all other charges or liens whatsoever payable from the revenues of the project.
- C. Unless otherwise agreed upon by the Members, the excess revenues of a Project, meaning the revenues remaining after the payment of operations and maintenance expenses, and all administrative expenses, and the payment of any and all debt service payments and debt reserves, shall be apportioned such that Member counties in which the Project lies shall receive seventy (70%) percent of the excess revenues to be apportioned based on the relation of the Project to their respective counties in which the Project lies, and Member counties for a Project that is not within such Member county, shall receive twenty (20%) percent of the excess revenues to be apportioned pro rata between them, and the remaining ten (10%) percent of excess revenues shall reside within and remain as funds of the Coalition for investment in potential future Projects and activities of the Coalition.

6.5 Exercise of Powers.

All powers of the Coalition shall be exercised pursuant to the terms of this Agreement, its bylaws, and any governing laws.

ARTICLE 7
Liabilities and Obligations of Members

7.1 Governmental Immunity.

In entering into this Agreement, the Members do not waive, and are not waiving, any immunity provided to the Members or their officials, employees, or agents by the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code (the “Immunity Act”), or by other law. Pursuant to the provisions of the Immunity Act, each of the Members acknowledges and agrees that provisions of the Immunity Act shall apply and extend to the Coalition, its representatives, the Boardmembers, the officers and employees of the Coalition and, to the extent permitted by law and authorized by the Board, any personnel supplied to the Coalition by the Members. The Coalition shall indemnify and defend the Boardmembers and the officers and employees of the Coalition and, if authorized by the Board, any personnel supplied to the Coalition by Members, all as provided in the Immunity Act.

7.2 Waiver of Obligations.

This Agreement shall not relieve any Member of any obligation or responsibility imposed upon it by law. However, to the extent of actual and timely performance thereof by the Coalition, such performance may be offered in satisfaction of such obligation or responsibility.

7.3 Obligations Special and Limited.

The obligations entered into by each Member pursuant to this Agreement are special limited obligations of each such Member, and nothing herein shall be construed or give rise to a general obligation or liability of any Member or a charge against its general credit or taxing powers. Members may enter into agreements to pledge revenues to secure the bonds issued by the Coalition to finance Projects undertaken by the Coalition. Such pledges shall constitute ongoing financial obligations of the pledging Members only to the extent expressly authorized by the Legislative Body of each Member and as provided for in the contract authorizing the issuance of the bonds and pledging the revenues of the pledging member.

7.4 Bonding.

Any Bonds issued or incurred by the Coalition shall not constitute a debt of any individual Member, but shall be secured only in the manner set forth herein and pursuant to the terms of the separate agreement entered into by the Coalition authorizing the issuance of the Bonds. There shall be no additional liability or obligation of a Member except as provided by additional agreements such Member may agree upon.

7.5 Indemnification.

The Coalition shall defend, indemnify, save harmless, and exempt the Members, their officers, agents, and employees from and against all claims, suits, legal proceedings, demands, damages, costs, expenses, and attorneys' fees incident to any willful or negligent acts or omissions by the Coalition, its officers, agents, or employees. The Governing Board shall, prior to the commencement of construction of any Project undertaken by the Coalition provide for risk and liability coverage and payment and performance bonds in such amounts as the Coalition deems necessary to insure against risks arising from the undertaking the Project.

ARTICLE 8
Funding, Budget, Accounts and Financial Records

8.1 Funding; Investment and Disbursement of Funds.

Funding may include fees and contributions from other agencies, including Federal agencies, State agencies, local governments, grants from private individuals or organizations, developers, and businesses. Funds may also be raised from Projects and enterprises undertaken by the Coalition. The Governing Board shall approve guidelines for the expenditure of any and all funds and shall also provide for the investment and disbursement of funds and their periodic review.

8.2 Annual Budget.

The Governing Board shall annually adopt an operating budget pursuant to the provisions of this Agreement, and applicable law. The annual budget shall be approved by the Governing Board not less than sixty days prior to the end of the fiscal year. The fiscal year shall begin on January 1st and end on December 31st.

8.3 Funds and Accounts.

The Executive Director (or Board Chair if no Executive Director is appointed) shall establish and maintain such funds and accounts as may be required by governmental accounting practices and the State's fiscal procedures act. Financial records of the Coalition shall be open to inspection at all reasonable times by Members' representatives and shall be public records if so required by Utah State law.

8.4 Certified Annual Audit.

The Governing Board shall provide for a certified annual audit of the accounts and records of the Coalition, which audit shall conform to generally accepted auditing standards. Such annual audit shall be open for inspection by each Member representative at all reasonable times.

8.5 Executive Director's Responsibility for Funds.

The Executive Director shall have custody of and shall disburse the Coalition's funds.

The Executive Director shall have the authority to delegate the signatory function to such persons as are authorized by the Governing Board.

8.6 Fidelity Bonds.

Unless otherwise provided for by the Governing Board, a fidelity and/or treasurer's bond may be required of all officers, agents, and personnel authorized to disburse funds of the Coalition. The cost of such bond shall be paid by the Coalition.

8.7 Financial Records.

The Executive Director shall keep and maintain, or cause to be kept and maintained, adequate and correct financial records, including accounts of its assets, liabilities, receipts, and disbursements, and shall have such other duties as are provided for in the bylaws.

8.8 Selling of Services.

The Executive Director may authorize the sale of the Coalition's services, output or products to other entities upon approval of the Board.

ARTICLE 9
Dissolution of the Coalition

9.1 Outstanding Indebtedness.

So long as there are any outstanding Bonds or other indebtedness of the Coalition, the Coalition shall remain a separate legal entity with all of the powers and duties set forth in this Agreement and all of the responsibilities, covenants, and obligations required in any Bond documents.

9.2 Dissolution of the Coalition by Vote.

If there are no outstanding Bonds or other indebtedness that cannot be covered by current funds, the Coalition may be dissolved upon approval of five-sevenths (5 of 7) of the Members at any time.

9.3 Powers of Governing Board Upon Dissolution.

The Governing Board is vested with all powers necessary for the purpose of winding up and dissolving the business affairs of the Coalition consistent with and subject to the limits of this Agreement.

9.4 Division of Assets.

Upon dissolution and after payment in full of all outstanding Bonds and other Authority obligations, the Governing Board shall equitably disburse the assets of the Coalition

to the then current Members based on the value of assets residing within each Member or for assets outside the Coalition based on the benefit to respective Members. After deducting costs, any cash or other assets jointly shared shall be disbursed, or interests deeded, pro rata.

ARTICLE 10
Filing of this Interlocal Cooperation Agreement

A copy of this Interlocal Cooperation Agreement shall be placed on file in the office of the Official Record Keeper of each public agency that is a Member hereto and shall remain on file for public inspection during the term of this Agreement.

ARTICLE 11
Miscellaneous Provisions

11.1 Confidentiality.

The Governing Board shall take such steps as they deem necessary to protect and keep confidential appropriate information received or kept by it in accordance with the Government Records Access and Management Act. The Members shall protect and keep confidential information kept or received by the Coalition during the term of this Agreement and after the termination of their membership in the Coalition pursuant to the bylaws or other policies adopted by the Board and consistent with law. Nothing in this section shall be construed to allow the Board, the Officers or employees from withholding information from any Authority Member, so long as the Member agrees to maintain the confidentiality of such information.

11.2 Status of Members' Employees.

When members of the Governing Board and the employees and agents of the Coalition are acting on behalf of the Coalition within the scope of their authority, office or employment, they shall be considered to be acting on behalf of their respective public agency employer within the meaning of the Governmental Immunity Act and Section 63G-7-101, et seq., and thus, shall be entitled to indemnification and representation so long as they meet the requirements of said Act.

11.3 Prohibition Against Assignment.

No Member may assign any right, claim, or interest it may have under this Agreement; and no creditor, assignee, or third party beneficiary of any Member shall have any right, claim, or title to any asset of the Coalition.

11.4 Severability Clause.

In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not affect the validity or enforceability with respect to other articles, clauses, applications, or occurrences, and this Agreement is expressly declared to be severable.

11.5 Complete Agreement.

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

11.6 Governing Law.

This Agreement shall be governed according to the laws of the State of Utah.

11.7 Binding Effect.

This Agreement shall bind the parties, their successors and assigns.

11.8 Captions.

The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

11.9 Time.

Time is of the essence of each term, provision, and covenant of this Agreement.

11.10 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

11.11 Breach of Agreement.

The failure of a Member to substantially comply with the material terms and conditions of this Agreement shall constitute a breach of this Agreement. A Member shall have thirty (30) days after receipt of written notice to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice. After notice, if corrective action is not taken, the Board may take appropriate action including revocation of the breaching party's membership.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after resolution duly and lawfully passed, on the dates listed on the signatory pages, below, to become effective on the Effective Date, first written above.

CARBON COUNTY

By _____
Chair

ATTESTED BY:

(SEAL OF CARBON COUNTY)

County Clerk

APPROVED AS TO FORM

Carbon County Attorney

DAGGETT COUNTY

By _____
Chair

ATTESTED BY:

(SEAL OF DAGGETT COUNTY)

County Clerk

APPROVED AS TO FORM

Daggett County Attorney

DUCHESNE COUNTY

By _____
Chair

ATTESTED BY:

(SEAL OF DUCHESNE COUNTY)

County Clerk

APPROVED AS TO FORM

Duchesne County Attorney

EMERY COUNTY

By _____
Chair

ATTESTED BY:

(SEAL OF EMERY COUNTY)

County Clerk

APPROVED AS TO FORM

Emery County Attorney

GRAND COUNTY

By _____
Chair

ATTESTED BY:

County Clerk

APPROVED AS TO FORM

Grand County Attorney

(SEAL OF GRAND COUNTY)

SAN JUAN COUNTY

By _____
Chair

ATTESTED BY:

County Clerk

APPROVED AS TO FORM

San Juan County Attorney

(SEAL OF SAN JUAN COUNTY)

UINTAH COUNTY

By _____
Chair

ATTESTED BY:

County Clerk

APPROVED AS TO FORM

Uintah County Attorney

(SEAL OF UINTAH COUNTY)

DRAFT

KaLeigh Welch

From: joesorensen@frontiernet.net
Sent: Thursday, August 14, 2014 2:30 PM
To: council@grandcountyutah.net
Subject: 7 County Coalition

Dear Council Members, I have plenty of concerns and reasons for asking you to **reject** entering into an agreement to join the 7 County Coalition. The one that is foremost in my mind is the firm belief that there is too much money in government and another layer of government that may be funded by private interests is too much money in politics! The Coalition is not by idea of "government by the people".

Thank-you for listening!

Joe Sorensen

KaLeigh Welch

From: Chantze Kin [chantze@gmail.com]
Sent: Thursday, August 14, 2014 12:31 PM
To: kaleighwelch@grandcountyutah.net
Subject: Seven County Infrastructural Coalition

I call for an open meeting of the Grand County Council on the Seven County Infrastructural Coalition. All "progress" on this issue should be frozen until members of the public have been properly informed of its nature and intent, taken time to consider their response, and provided a forum for public comment... so that any decisions made are truly "of the people, by the people, and for the people."

The secretive nature of the current "legal" maneuvering by this political entity is highly disturbing, first of all. This is un-American, a condition our founding fathers would never have been able to countenance. It is not in the better interests of anyone, ever, to have the fate of their local politics manipulated from behind the scenes, by whomever for whatever reasons: the ends do not justify the means. What is more, even though this Coalition may prove beneficial to some people or counties in many ways, it is easily conceivable that Grand County may be disempowered and disadvantaged overall by its composition and procedures.

In particular, Grand County Council chairman Lynn Jackson's attempted refusal to accept public comment on the proposed Seven County Infrastructural Coalition is suspicious at best, to say the least; to my mind, it is a violation of the public trust placed in whomever is charged with the due diligence of this leadership position; very likely, it is a sign of unethical tampering with the responsiveness to the will of the people demanded by law and custom in this country intended to be guided by popular consent, not governed by elite command. Moreover, the hidden identity of this Coalition's creators and supporters suggests a hidden agenda; we, the people, can neither begin to know what that is nor concur with the means and effects, unless we are appropriately informed.

To comply with the concepts of common consent, the council MUST present ALL of the FACTS regarding this proposal to the public in an open meeting scheduled and well-publicized so as to attract and involve a strong cross-section of community involvement.

chantze Palmer

KaLeigh Welch

From: Delite Primus [deliteprimus@gmail.com]
Sent: Thursday, August 14, 2014 11:12 AM
To: ljackson@grandcountyutah.net; gciarus@grandcountyutah.net; trooperball@hotmail.com; gpholyoak@preciscom.net; jdhyland@grandcountyutah.net; rpaxman@grandcountyutah.net; etubbs@grandcountyutah.net; kaleighwelch@grandcountyutah.net
Subject: 7 county coalition

As a Grand County citizen I am writing to ask you to DO NOT vote to join a 7 county coalition. I have heard no evidence presented that shows that this would be in the best interest of Grand County citizens. We elect officials from our County--each of you--who are charged with the responsibility to make decisions that represent the interests of their constituents. Why would it ever be in the best interest of our County to give up the right to make decisions locally and give that authority to a group of people who do not live here and do not represent us?

Grand County has unique circumstances, resources, and challenges—as do all counties in their own way—what is best for one county may not be best for all counties. In fact, decisions made for the benefit of other counties could be detrimental to our county.

Please hold a public meeting on this issue and listen to your constituents.

Thank you,

Delite Primus

KaLeigh Welch

From: glen [glen.lathrop@hotmail.com]
Sent: Thursday, August 14, 2014 7:15 AM
To: council@grandcountyutah.net
Subject: Seven county Coalition

It seems to me the the whole purpose of this seven county coalition is to pave the way for development. Major development. Is that what this county wants? I don't think so. Moab is known around the world for it's wild lands. Let's keep it wild. If you want to create jobs then lets do it in a way that preserves the landscape not destroys it.

Vote NO on the Seven County Coalition.

KaLeigh Welch

From: Ruth Dillon [rdillon@grandcountyutah.net]
Sent: Wednesday, August 13, 2014 3:24 PM
To: Elizabeth Tubbs; Gene Ciarus; Jim Nyland; Ken Ballantyne ; 'Lynn Jackson'; Pat Holyoak ; Rory Paxman
Cc: KaLeigh Welch; Diana Carroll
Subject: FW: San Juan County and Railroad from 7 County Coalition

From: William Love [mailto:sombra@frontiernet.net]
Sent: Wednesday, August 13, 2014 10:09 AM
To: grand county council; Donna Metzler
Subject: San Juan County and Railroad from 7 County Coalition

Please Distribute to council.

The only route for this proposed railroad in the article below is from I 70 to San Juan County through Spanish Valley. This project will take most of the CIB money that would normally come to Grand County for the hospital and recreation boards. The article below is from the San Juan Register. Please note that 70% of the revenue goes to the county that produces products for the railroad. The product on the railroad will probably be oil and gas for Uintah County, and the railroad really has no reason to come to San Juan County.

Bill Love

San Juan County considers joining railroad project
San Juan Record Classifieds, Events, Businesses In Monticello, San Juan County, Utah
Jul 02, 2014 | 1790 views | 0  13   
by David Boyle

San Juan County approved involvement in a development board that will work to build a railline spanning seven Utah counties. The decision was made at the June 23 County Commission meeting.

The \$2 billion project would begin in Uintah County and meet existing rail lines along I-70 in Emery or Grand counties. The line would likely come down the Book Cliff mesas via Hay Canyon. The railroad could also extend into San Juan County.

The development board would apply for a government loan that would allow the counties to build the railroad, with an estimated \$100 million needed to apply for the loan.

Commissioner Bruce Adams reported that the \$100 million needed might be available through Utah's Community Impact Board (CIB), as either a loan or possibly even a grant.

The board is anxious to get each counties approval to move forward and apply for a loan.

Commissioner Phil Lyman said "I like the idea of those seven counties working together to build infrastructure"

Adams said of the project "Rail brings with it an energized economy."

When the rail lines are used, the county where the product is produced and shipped would receive 70

percent of the usage fee, while the other 30 percent would be split among the other six counties.

Adams reports that some believe this could eliminate property taxes in the seven counties.

In other matters at the June 23 commission meeting, local residents Jared Barrett and Robert McPherson presented progress through a \$10,000 project that received \$5,000 from the commission and \$5,000 from the tourism board.

The project features a series of five regional books, as well as a smart phone app intended to bring more tourists to San Juan County. There is also an app available for download on the iTunes store and will be available for Android soon.

The first book, entitled Thru Navajo Eyes, highlights San Juan County from Bluff to Monument Valley. The book is available at local businesses and on Amazon, and should be available to download soon.

The 2014 tax rate was adopted with very little discussion. The county adopted the same rate as 2013, turning down a very small growth rate.

Additionally, building permits were approved for an addition to a home near Wilson Arch, for a shed and a grainary in the La Sal area, and for a building in Spanish Valley.

Read more: [San Juan Record - Classifieds, Events, Businesses in Monticello, San Juan County, Utah - San Juan County considers joining railroad project](#)

KaLeigh Welch

From: Ruth Dillon [rdillon@grandcountyutah.net]
Sent: Wednesday, August 13, 2014 3:21 PM
To: Elizabeth Tubbs; Gene Ciarus; Jim Nyland; Ken Ballantyne ; 'Lynn Jackson'; Pat Holyoak ; Rory Paxman
Cc: KaLeigh Welch; Diana Carroll
Subject: FW: More Information on the Railroad

From: William Love [mailto:sombra@frontiernet.net]
Sent: Wednesday, August 13, 2014 10:44 AM
To: Donna Metzler; grand county council
Subject: More Information on the Railroad

The 100 million from the CIB for the proposed railroad by the Seven County Coalition will leave little or nothing for Grand County recreation or the hospital. Please distribute

Bill Love 435-259-4626

Hi All, After listening to recordings from San Juan County's June 23 Commission meeting it is abundantly clear what the primary project will be for this Coalition. It is a \$2 billion dollar railroad coming down from Uintah County, and through either, Segoe Canyon, Hay Canyon, or East Canyon in the Book Cliffs to the I-70 rail corridor. The Coalition expects to obtain the \$2 billion dollars from Federal Grants, but they needed to apply for the grant by July 25. That was the reason for the deadline. It was noted that as soon as 5 counties signed on that they would apply for the Federal Grant. However, in order to match the Federal Grant, they will need \$100 million dollars from the CIB! A commissioner brought up the Book Cliffs haul road, and another commissioner said that they would also need the road, and a pipeline. It appears that the number #1 project for the Coalition is a Book Cliffs railroad, pipeline, & highway!!None of this was presented to the Grand Co. public by Lynn Jackson. That is a very serious omission of information.Listen for yourselves (start at minute 46:00) (unfortunately the recording is cutoff before they are done discussing this)

<http://www.sanjuancounty.org/archives/Commission%20Audio/20140623.mp3> Chris Baird

Posted by: chris@farcountry.org

KaLeigh Welch

From: Theresa Wilson [23theresa@gmail.com]
Sent: Wednesday, August 13, 2014 12:39 PM
To: council@grandcountyutah.net
Subject: Please say NO to joining the 7 County Coalition

Please say NO to joining the 7 County Coalition.

There is little to gain and MUCH to lose.

We appreciate your hard work and desire to do the BEST for Grand County.

Please say NO to joining the 7 County Coalition.

Thank you,
Theresa and David Wilson
464 E Center Street
Moab UT 84532

KaLeigh Welch

From: Nancy Kurtz [nancystarjive@gmail.com]
Sent: Wednesday, August 13, 2014 9:08 AM
To: Grand County
Subject: Seven County Coalition

To the Council:

I urge you not to sign on to this coalition.

I see no benefit to our County to be a part of it and possible problems developing.

This is a quasi-governmental entity with ambiguous intent and the contract is vague enough that it can easily be misconstrued and potentially misused.

I don't believe this is a partisan issue. No matter what you envision for Grand County, this contractual agreement offers no powers or abilities we don't already have, but it does give outsiders influence they do not at the moment have. My feeling is that this coalition is designed to help a few and confuse the many. I don't think we want to have the representatives of six other counties or any paid individuals weighing in on what happens here. You must ask, who benefits from this? I think you will find the answer to be, not the people of Grand County.

There is no provision for public input on any project. There is money involved and it's not clear where it is coming from, how much it will be, and where it is going.

Thank you for considering the concerns of your constituents. Some of the other counties have apparently signed on without fully considering the repercussions. Let's not be manipulated into doing the same.

Sincerely,

Nancy Kurtz
139 Arches Drive

Nancy Kurtz
NancyStarjive@gmail.com
(435) 259-0734

*"Everything gigantic in American life is about to get smaller or die."
-- James Howard Kunstler, Feb. 2013*

KaLeigh Welch

From: Susan Roche [smjroche@yahoo.com]
Sent: Wednesday, August 13, 2014 9:03 AM
To: council@grandcountyutah.net
Subject: Please vote against 7 County Coalition

Dear Grand County Council members,

I am concerned about the loss of power and of local decision-making that Grand County would experience in the proposed 7 County Coalition. I understand that our County could join specific inter-county projects, even if we do not formally belong to the Coalition.

I do not think it is prudent to join the Coalition at this time. I ask you to vote to NOT JOIN the 7 County Coalition.

Thank you.

Susan Roche
HC 64 Box 3612
211 W. Shafer
Castle Valley, UT 84532-9621
435-259-7986
smjroche@yahoo.com

KaLeigh Welch

From: patrice mott [ammaspatrice@yahoo.com]
Sent: Wednesday, August 13, 2014 8:49 AM
To: council@grandcountyutah.net
Subject: 7 member council

Hi - I am writing against the proposed coalition you are voting on - I think it is a very bad thing for Grand County residents since it gives far too much authority to other counties that may not have the same priorities for us. We would be just one voice in seven - not good odds. Our progressiveness in the Moab area reflects who we are as a community, and we want to retain our autonomy.
Thank you
Patrice Mott

KaLeigh Welch

From: Robert Mayhew [rmayhew@utah.gov]
Sent: Wednesday, August 13, 2014 7:14 AM
To: council@grandcountyutah.net
Subject: 7 county Infrastructure Coalition

To Whom it may concern,

I've just become aware, through facebook, of this attempt to add another layer of government between voters/residents and (who?). This seems on the surface to be a manifestly stupid idea particularly when only 1 seventh of the power belongs to Grand County. Looks like an ALEC (American Legislative Exchange Council) idea to me and whatever they are for I am against. Giving power to persons who do not live in the jurisdiction is a bad idea whose time will never come.

Although I do not live in Moab fulltime, I do co-own property in Grand County, pay taxes in Grand County and graduated High School with Mr. Nyland in '65'. Please do not join this coalition it cannot possibly be a good idea for the citizens of Grand County.

Thank You Sincerely,
Robert (Bob) J. Mayhew
class of 1965

***** IMPORTANT MESSAGE *****

This message, including any attachments, may contain confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, delete this message, including from trash, and notify me by telephone or email.

If you are not the intended recipient, any distribution or copying of this message, or the taking of any action based on its content is strictly prohibited.

KaLeigh Welch

From: Tory Hill [tory2211@yahoo.com]
Sent: Monday, August 11, 2014 2:48 PM
To: council@grandcountyutah.net
Cc: Lisa Church
Subject: Seven County Coalition letter

Grand County Council & Citizens,

This is in regards to the Seven County Infrastructure Coalition Agreement, while my comments at the last meeting were not welcome, I feel there were some very valid concerns from myself and others. I was glad to see that the attorney & author of the agreement was at the meeting as I hoped he would shed some light on some of our questions. I must say I felt like he had a very hard time coming up with any answers to the questions being posed. He did not ever directly answer a question, just kept circling the questions with legalese. This did not make me feel any better about the agreement or our Grand County council approving the agreement. The author of the agreement did say that the agreement was left vague so as to accommodate a variety of scenarios. When our county attorney said he felt Grand County may actually be in a better or stronger position without being a part of the coalition, the attorney who wrote it couldn't say that this was not so. The council chair then went on to berate our county attorney about not doing his job. Is it not his job to question things that could be potentially dangerous or counterproductive to our county?

I would like to hear from the County Council as they make their decision next week. I would like to hear from each yes vote why they feel this Seven County Coalition is really in the best interest of our county. If they cannot say for sure why this is good for us then they should vote no to being a part of it or postpone making the decision until the answers are clear.

There is no rush for this to pass, no reason not to take time and fully understand what we are getting into. We can join the Coalition at any time so why not listen to people's concerns and get the answers we need. The council chair being upset because this had been before the council for 30 days is ludicrous. This is a minimum 50 year contract so it only seems prudent to take the time and do our homework.

Last I would like to thank Andrew Fitzgerald for doing a great job and Elizabeth Tubbs for standing up for us and letting us speak. She would be a much better chair for the meetings.

Thank you, Tory Hill

1996 Highland Drive
Moab UT 84532
August 4, 2014

Grand County Council
125 E. Center Street
Moab UT 84532

Dear County Council Members:

I hope you will not jump headlong into approval of Grand County joining the Seven County Infrastructure Coalition at tonight's meeting. It seems to me that Grand County could have a great deal to lose and incur great expenses by binding itself into this agreement.

By joining this coalition Grand County will be ceding power to determine its own future to small group from counties that do not share our demographics, our recreation- oriented economy, or the values of a large percentage of our population. Only one representative from Grand County on the coalition would be making decisions that may not be in the best interests of our residents.

This issue has far-reaching implications, and very little information about it has been made available to the public. I urge you to postpone making any commitment to the coalition tonight. It would be more appropriate to educate Grand County residents about the details of the agreement and present it to the voters on a ballot.

Please don't prematurely lock us into an agreement that has potential to do more harm than good to our community.

Sincerely,
/s/
Thea Nordling

KaLeigh Welch

From: Thea Nordling [theakn@frontiernet.net]
Sent: Tuesday, August 05, 2014 2:10 PM
To: council@grandcountyutah.net
Subject: Re: Seven County Infrastructure Coalition
Attachments: Grand County Council letter re 7 Counties Coalition.doc

Categories: COMPLETE

Please distribute the attached letter to County Council members for tonight's meeting, which I regret I am unable to attend.
Thanks.

Thea Nordling

KaLeigh Welch

From: Eugenia Snyder [eugenia@rockisland.com]
Sent: Monday, August 04, 2014 9:33 PM
To: council@grandcountyutah.net
Subject: FW: [MAPN] Letter to CoCo re 7 County Coalition

Categories: COMPLETE

To Grand County Council Members,

We implore you to vote against joining the proposed Seven County Coalition. There are far too many unanswered questions concerning how this council will function, what power it will yield, and what ability Grand County's council members and residents will have in approving or rejecting any proposals of the Seven County Coalition. It is our understanding that if Grand County joins the coalition, "Projects crossing county boundaries, or enterprises operating in multiple counties, or Projects and enterprises outside Member county boundaries, the Governing Board of the Coalition shall have authority to approve the acquisition, development, construction, ownership or control of such Projects by a majority vote of a simple majority of Board members." We cannot give control of what happens in OUR county to a majority of voters who perhaps don't even live in our county!?! Grand County will only have one out of seven votes and other counties may have goals that will be detrimental to Grand County. This could be disastrous for our county.

Lynn Jackson says that being a member of this coalition will aid in lobbying Salt Lake City. We can do that without tying our hands in such a dangerous manner. Please consider all of the negative implications and VOTE AGAINST joining this coalition. Thank you.

Sincerely,

Eugenia Snyder and Guillaume Georges
3172 Far Country Drive, Moab

KaLeigh Welch

From: Lisa Paterson [lpater1@hotmail.com]
Sent: Monday, August 04, 2014 8:03 PM
To: council@grandcountyutah.net
Subject: Vote Against joining Seven County Coalition

Categories: COMPLETE

Dear County Council Members,

I sincerely urge you to vote against joining the proposed Seven County Coalition. There are still too many unanswered questions concerning how this council will function, what power it will swing, and what ability Grand County's council members, and indeed, Grand County residents, will have in saying yeah or nay to this Seven County Coalition's proposals. Parts of this proposal are downright scary:

In Governance of the Coalition, it states that "for Projects crossing county boundaries, or enterprises operating in multiple counties, or Projects and enterprises outside Member county boundaries, the Governing Board of the Coalition shall have authority to approve the acquisition, development, construction, ownership or control of such Projects by a majority vote of a simple majority of Board members." Are we really giving control of what happens in OUR county to a majority of voters who perhaps don't even live in our county!?! Grand County will only have one out of seven votes. This does not speak of local control!

Lynn Jackson says that being a member of this coalition will aid in lobbying Salt Lake City. We can do that without tying our hands in such a dangerous manner.

Take time. Review all of the implications. Vote against joining this coalition. Thank you.

Sincerely,

Lisa Paterson

Lisa Paterson Coaching
Gently Held, Deeply Seen
<http://www.lisapatersoncoaching.com/>

KaLeigh Welch

From: glen [glen.lathrop@hotmail.com]
Sent: Monday, August 04, 2014 7:57 PM
To: council@grandcountyutah.net
Subject: County Coalition

Categories: COMPLETE

I am opposed to the proposal to form a Seven County Coalition. It seems that the bottom line of this organization is to promote development. I think Grand County can do it's own promotion just fine. In matters that effect a large area of the state the State Legislature should handle the matter. We don't need another layer of government. Please vote no.

Glen Lathrop

KaLeigh Welch

From: Mary Suarez [marysuarez@frontiernet.net]
Sent: Monday, August 04, 2014 5:47 PM
To: Grand County Council
Subject: vote against Seven County Coalition

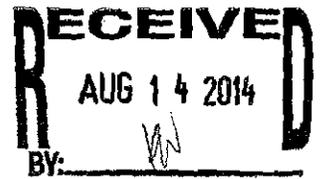
Categories: COMPLETE

To: Liz Tubbs, our representative
and all other council members

Please vote against the 7 county coalition. This is a bad idea to tie Grand County to 6 other counties that are very different from Grand County. We do not want to be paying taxes for developments in other counties. We do not want to be represented by people we did not elect and probably do not know.

Mary and Mike Suarez
1265 W Kayenta Dr.
Moab, UT 84532
435-259-8317

G.C.C.



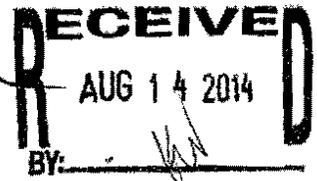
Create the 7 counties

PLEASE

STOP The Greater
Canyonlands Now!
Thank you.

Don Mick
4x4 Jeep Tours

To The Grand County Council



Join WITH OUR SE. UTAH
Neighbors To create the

7 COUNTRIES !!

IT IS A SHAME THAT A
Few organized individuals try
to push Grand County AWAY
from this LOGICAL cooperative
Effort.

DO IT AND SAVE SE UTAH

STOP
Expanded
CANYONLANDS!

Glen Broughan
1252 Mill Creek #9
MOAB, UT

KaLeigh Welch

From: Norman Boyd [moabmongo123@yahoo.com]
Sent: Friday, August 15, 2014 2:20 PM
To: council@grandcountyutah.net
Subject: Fw: Seven County Coalition

On Friday, August 15, 2014 2:17 PM, Norman Boyd <moabmongo123@yahoo.com> wrote:

On Friday, August 15, 2014 2:15 PM, Norman Boyd <moabmongo123@yahoo.com> wrote:

Dear Council Members,

My Name is Norman Boyd, I live in Moab and own Norm's Barber Shop. I have lived in Southeastern Utah all of my 55 years, 30 in Carbon County and 25 in Moab.

I am writing in strong opposition to the proposed Seven County Coalition proposed by the County Council.

I have lived, worked, attended school and owned a business for 30 years in Carbon County, I know how people in Carbon and Emery Counties think about and speak about Moab and Grand County. They call us the land of hippies and queers (their words not mine). They say they never want to be like Moab. I always told them "Don't worry, it will never happen", they always thought I was paying them a compliment. I wasn't.

Since coming back home to Moab about 10 years ago, I have had customers from San Juan County, some of them seem to think we are akin to Sodom and Gomorrah.

We have a gay pride parade. If I were gay, I'd certainly be hesitant to walk down Main Street in Price, Vernal, Monticello, Castle Dale or Roosevelt openly with a partner. I'd be lucky not to have garbage talk, real garbage or worse tossed at me.

Emery County is planning a new oil refinery for Green River and upgrading the existing one. The Uintah Basin has always wanted access to Grand County's side of the Book Cliffs, to access rail and/or highway.

My point is we have nothing in common with any of the other six counties except that we are in Southeastern Utah.

Do you really think that Emery, Uintah and Duchesne won't be a block vote for a highway and pipelines through Hay Canyon? Carbon and Daggett will always be solid votes for any extraction scheme from the Uintah and Duchesne Counties.

Grand County is a unique place in Utah and the Country, due to our natural beauty, and our diverse populations. I would venture that most of our residents would like to see it stay unique and diverse.

Any council member who doesn't understand this and votes to cede some of our sovereignty to the other six counties should face the wrath of the people who elected them and a recall election.

HELL NO to this Coalition mess!

Thank you for your time.

Norman Boyd

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
AUGUST 19, 2014

Agenda Item: G

TITLE:	Approving Proposed Interlocal Cooperative Agreement for the Purpose of Establishing an Economic Development Study for a Potential Bookcliffs Transportation Corridor, Postponed from August 5, 2014, Pending Legal Review
FISCAL IMPACT:	None
PRESENTER(S):	Chairman Jackson

Prepared By:

A. Lynn Jackson
 Council Chair
 ljackson@grandcountyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

Complete

MOTION:

I make a motion to approve the proposed Interlocal Cooperative Agreement for the purpose of establishing an Economic Development Study for a Potential Bookcliffs Transportation Corridor, and authorize the Chair to sign all associated documents.

BACKGROUND:

Attached is an interlocal agreement between:

Grand County
 Grand County Transportation District
 Uintah County
 Uintah County Transportation District
 Duchesne County
 Duchesne County Transportation District
 SITLA.

The agreement would allow the group to proceed with an RFP for an Economic Study of a potential Bookcliffs transportation corridor.

Our transportation district has reviewed a previous draft and their comments incorporated, have agreed in principle to participate, and has voted to allot \$10,000 toward the approximate \$600,000 study from their mineral lease funds.

Once the Inter-local agreement is in place the RFP will be drafted, finalized and issued. The group would like to issue this RFP by the end of July or early August, with a target date for completion of the study set for the end of the year.

ATTACHMENT(S):

Final Draft Interlocal Transportation Study
 Legal Review

**INTERLOCAL COOPERATION AGREEMENT
FOR THE PURPOSE OF ESTABLISHING
AN ECONOMIC DEVELOPMENT STUDY
FOR A POTENTIAL
BOOKCLIFFS TRANSPORTATION CORRIDOR**

THIS INTERLOCAL COOPERATION AGREEMENT, is made and entered into as of the dates set forth below, and effective as of the date identified in Paragraph 13, pursuant to Utah Code Ann. §11-13-202, by and between DUCHESNE COUNTY, GRAND COUNTY and UINTAH COUNTY, each a separate political subdivision of the State of Utah; the DUCHESNE COUNTY SPECIAL SERVICE DISTRICT #2, GRAND COUNTY TRANSPORTATION SPECIAL SERVICE DISTRICT and UINTAH TRANSPORTATION SPECIAL SERVICE DISTRICT, each a separate special service district in the State of Utah; and, the SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION (“SITLA”), an independent state agency of the State of Utah, for the purpose of forming an economic development study of a potential route linking Seep Ridge Road in Uintah County to Interstate 70 within Grand County.

RECITALS

WHEREAS, the parties enter into this agreement pursuant to the provisions of the Utah Interlocal Cooperation Act, as set forth in Title 11, Chapter 13, Utah Code Annotated; and

WHEREAS, economic development, travel and tourism, transportation infrastructure, agriculture, and the extractive industries drive the economies of the Duchesne, Grand and Uintah counties; and

WHEREAS, in 2009, Grand County informed Uintah County that it was not interested in participating in an improved transportation route connecting it with Uintah County; and

WHEREAS, SITLA recently entered into a development agreement with Anadarko

Petroleum Company, an oil and gas exploration company, in northern Grand County near Uintah County, an area with limited transportation routes; and

WHEREAS, after SITLA entered into this development agreement, Grand County reconsidered its 2009 position and solicited input and interest from the other participants to investigate the feasibility of improving transportation between Uintah County and Grand County and the I-70/ railway corridor in central Grand County; and

WHEREAS, SITLA is interested in working with Grand County and the Grand County Transportation Special Service District to improve the transportation infrastructure in the northern part of Grand County to develop the parcels it holds in trust to fund public education; and

WHEREAS, Grand County recognizes as SITLA further develops its land holdings the transportation needs in the northern part of their county will increase and need to be addressed and it will necessitate improvements to the County's transportation infrastructure north of I-70 and that a proper study must be conducted to insure that any such improvements can be developed in a manner to address the transportation needs while simultaneously protecting and enhancing the recreational qualities of the Book Cliffs; and

WHEREAS, Grand County and the Grand County Transportation Special Service District have limited funds to procure an appropriate study to address transportation deficiencies and needed expansion, identify economic and environmental impacts, and determine viable transportation routes; and

WHEREAS, the other participants to this agreement desire to assist Grand County and the Grand County Transportation Special Service District in developing a study to help inform decisions related to its transportation infrastructure to help offset the current impacts on existing infrastructure; and

WHEREAS, each of the parties set forth herein have concluded that in this instance the integrated nature of their geography and transportation corridors requires close cooperation in planning to develop and maintain the aforementioned economy driving elements; and

WHEREAS, the signatory parties desire to study the potential feasibility and economic value of developing a throughway from the southern boundary of Uintah County into Grand County, including a potential high speed road way, and subject to available funds, a pipeline, or combination thereof; and

WHEREAS, the signatory special service districts desire to protect and enhance their financial interests in federal mineral lease funds allocated to them; and

WHEREAS, the desired study shall be completed in a manner that will bring the high level of confidence and understanding of the economic benefits of potentially constructing a road and/or pipeline extending from the southern boundary of Uintah County into Grand County for each of the three county parties: Duchesne, Grand and Uintah as well SITLA, the State of Utah and travelling public; and

WHEREAS, the Duchesne County Commission, Duchesne County Special Service District #2, Grand County Council, Grand County Transportation Special Service District, Uintah County Commission, Uintah Transportation Special Service District, and SITLA shall each be considered an individual stakeholder in the study determining the feasibility and economic development study; and

WHEREAS, the Duchesne County Commission, Duchesne County Special Service District #2, Grand County Transportation Special Service District, Uintah County Commission, Uintah Transportation Special Service District, and SITLA have expressed a desire to be an individual source of funding for the feasibility and economic development study which shall be described herein; and

WHEREAS, Uintah Transportation Special Service District shall take the administrative lead in the procurement of services for the study and will coordinate with each of the named parties during the course of and completion of the feasibility and economic development study of constructing a potential travelway from Uintah County into Grand County.

THIS INTERLOCAL COOPERATIVE AGREEMENT is made to set out the terms and conditions under which said work shall be performed.

NOW THEREFORE, the Duchesne County Commission, Duchesne County Special Service District #2, Grand County Council, Grand County Transportation Special Service District, Uintah County Commission, Uintah Transportation Special Service District, and SITLA do hereby agree as follows:

TERMS AND CONDITIONS

1. Structure of the Transportation Corridor Study Group. In accordance with U.C.A. §11-13-202, the counties of Duchesne, Grand, and Uintah; Duchesne County Special Service District #2, Grand County Transportation Special Service District, Uintah Transportation Special Service District and SITLA shall be the members of the Group. All actions taken shall be approved by a majority of the group present at any duly called meeting. Each member shall designate a representative and alternate to participate in the meetings. The funds set forth below will be administered as outlined in this agreement.

2. Authorized Actions of the Group. In furtherance of its purpose, the group may take, but is not limited to, any of the following actions to the extent that they do not violate the terms of this Interlocal Agreement:

a. The primary allocation of funds will be to study and consider the feasibility, desirability, economic, and any major environmental and other impacts of a potential transportation corridor from the southern border of Uintah County to I-70/

railway corridor, including point of beginning and terminus of an improved roadway.

Subject to available funding, the study may also include:

- i. the point of beginning and terminus of a pipeline;
- ii. potential employment opportunities for both the creation and maintenance of the potential roadway, as well increased employment within the energy services sector of the economies of Duchesne, Grand and Uintah counties;
- iii. potential for expansion of tourism and recreational opportunities surrounding the potential corridor and how it may provide access potential for recreational motorized and non-motorized trails;
- iv. transportation of oil, natural gas and other extractable minerals through the potential corridor;
- v. friction costs, or fees for use of any developed transportation system;
- vi. safety implications;
- vii. projection of both conventional and non-conventional hydrocarbon production that could likely be serviced from the creation of said transportation corridor whether it be by road , pipeline or combination;
- viii. indirect benefits including royalty payments;
- ix. opportunities for development of alternative forms of renewable energy generation in the Bookcliffs and potential for development of power transmission lines to power line utilities corridors along the I-70 corridor;
- x. air quality concerns;
- xi. potential impact and correlation to proposed refineries located in Green River, Utah

- xii. potential of increased truck traffic through Moab City;
- xiii. health effects;
- xiv. possible risks to historic/ cultural sites along potential corridor;
- xv. potential locations for a rail terminal location along the I-70

corridor; and

b. Uintah Transportation Special Service District shall provide administrative resources for the procurement of the contact for an economic development and feasibility study. During the course of the study, the parties shall coordinate for the review and approval of the final product.

c. It is anticipated that the cost for the feasibility and economic development study shall be \$ 644,694.58. Each party will contribute the following amounts:

Duchesne County	\$ 50,000
Duchesne County Special Service District #2	\$ 32,466.49
Grand County Transportation Special Service District	\$ 10,000
Uintah County	\$ 32,466.49
Uintah Transportation Special Service District (with additional funding from PCIB)	\$ 219,761.60
School and Institutional Trust Lands Administration	\$ 200,000 (2014 FY)
	\$ 100,000 (2015 FY)
	<hr/>
	\$ 644,694.58

d. Upon execution of this Agreement, each party shall deposit its contribution into a bank account established to hold the funds necessary to pay for the study. Uintah Transportation Special Service District, as the Administrator of this Agreement, shall withdraw sufficient money to pay the invoices due as the study progresses. The Uintah Transportation Special Service District shall provide all parties to

this agreement an accounting showing funds paid and funds remaining in the bank account.

e. The parties' cost participation shall not exceed the amounts shown in Section 2.c above.

f. It is anticipated that the feasibility and economic development study will be completed and final products delivered on or before December 31, 2014.

3. No Inter-Governmental Entity Created. This agreement does not create an inter-governmental entity. The Group does not have power to bind any of the signing entities or to compel them to take any action. In furthering the informal advisory nature of the group, the group adopts the following restrictions:

a. No Contracts. The Group shall not enter into any contracts. All contracts entered into shall be made by and in the name of the individual entities participating in the contract.

b. No Budget. The Group shall have no operating budget. The group will only have those funds outlined in this agreement. The group shall not solicit nor accept contributions from others. Representatives of the counties and special service districts shall not be entitled to any compensation, nor any reimbursement for expenses associated with traveling and taking part in meetings and activities. The group may accept the donated services of member counties and their departments and employees.

c. No Acquisition of Property. The Group shall not acquire any real or personal property *of any kind*. The results of the study shall be the property of the individual counties and special service districts participating in this agreement.

d. No Right to Incur Indebtedness. The Group shall not have the right to borrow money or incur indebtedness, liabilities, or obligations, nor to issue bonds.

e. No Legal Action. The Group shall not have the right to file any legal action on its own behalf or on behalf of its members.

4. Existing Agreements Preserved. Nothing in this agreement is intended to replace, amend, or terminate any existing agreements between any of the member counties.

5. No Waiver of Immunity. Nothing in this agreement shall be construed to waive any of the privileges and immunities provided by law to any member of the group.

7. Lawful Responsibility. This agreement shall not relieve any party to this agreement of any obligation or responsibility imposed upon it by law or other agreement.

8. Indemnification and Hold Harmless. Nothing in this agreement shall be construed as an agreement by any member to indemnify or hold harmless, or in any way assume liability for, the loss or damage caused by any member.

10. Termination and Withdrawal. Any signatory may terminate its participation in this agreement, for any reason. Each member withdrawing from this agreement agrees to first give ninety (90) days prior written notice of its intent to withdraw. The termination of this agreement by any individual member county shall not affect the validity of the agreement as to the remaining members. Further, the withdrawing party must still pay its portion of any work completed prior to its written notice.

11. Amendments. This agreement may be amended in whole or in part at any time by written amendment approved and signed by all of members.

12. Severability. If any provisions of this agreement are held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect.

13. Effective Date. This Agreement will not take effect until: (a) it has been approved by all Parties, as required by Utah Code Ann. § 11-13-202(2), (b) it has been submitted

to the attorney authorized to represent each Party for review as to proper form and compliance with law, as required by Utah Code Ann. § 11-13-202.5(3), and (c) it has been filed with the keeper of records of each Party, as required by Utah Code Ann. § 11-13-209.

14. Authorization. The individuals signing this agreement, on behalf of the member organizations, confirm that they are duly authorized representatives and are lawfully empowered to sign this agreement on behalf of his or her respective county.

15. Resolutions of Approval Not Required. This agreement may be approved and executed as an executive function in accordance with the provisions of the *Interlocal Cooperation Act* as set forth in Title 11, Chapter 13, *Utah Code Annotated*, and the adoption of a resolution of approval is not required.

16. Counterparts. This agreement and any amendments to it may be executed in counterparts, each of which shall be deemed an original.

17. Governing Law. This agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.

18. Filing of Agreement. An executed counterpart of this agreement shall be filed with the keeper of the records of each of the member counties.

19. Term. This agreement shall be effective, unless earlier terminated pursuant to section 10 or amended in writing by all participants, until March 31, 2015.

IN WITNESS WHEREOF, each member hereto executes this agreement as of the date specified by its signature block.

DUCHESNE COUNTY

By: _____
Chair, Duchesne County Board of Commissioners

Dated: _____, 2014

Attorney Review

The undersigned, the authorized attorney of Duchesne County, Utah, has reviewed the foregoing interlocal cooperation agreement and finds it to be in proper form and compliance with state law.

Dated: _____, 2014.

Duchesne County Attorney's Office

DUCHESNE COUNTY SPECIAL SERVICE DISTRICT #2

By: _____
Chair, Duchesne County SSD #2

Dated: _____, 2014

Attorney Review

The undersigned, the authorized attorney of Duchesne County Special Service District #2, Utah, has reviewed the foregoing interlocal cooperation agreement and finds it to be in proper form and compliance with state law.

Dated: _____, 2014.

GRAND COUNTY

By: _____
Chair, Grand County Council

Dated: _____, 2014

Attorney Review

The undersigned, the authorized attorney of Grand County, Utah, has reviewed the foregoing interlocal cooperation agreement and finds it to be in proper form and compliance with state law.

Dated: _____, 2014.

Grand County Attorney's Office

GRAND COUNTY TRANSPORTATION SPECIAL SERVICE DISTRICT

By: _____
Chair, Grand County Transportation Special Service District

Dated: _____, 2014

Attorney Review

The undersigned, the authorized attorney of Grand County Transportation Special Service District, Utah, has reviewed the foregoing interlocal cooperation agreement and finds it to be in proper form and compliance with state law.

Dated: _____, 2014.

UINTAH COUNTY

By: _____
Chair, Uintah County Board of Commissioners

Dated: _____, 2014

Attorney Review

The undersigned, the authorized attorney of Uintah County, Utah, has reviewed the foregoing interlocal cooperation agreement and finds it to be in proper form and compliance with state law.

Dated: _____, 2014.

Uintah County Attorney's Office

UINTAH TRANSPORTATION SPECIAL SERVICE DISTRICT

By: _____
Chair, Uintah Transportation Special Service District

Dated: _____, 2014

Attorney Review

The undersigned, the authorized attorney of Uintah Transportation Special Service District, has reviewed the foregoing interlocal cooperation agreement and finds it to be in proper form and compliance with state law.

Dated: _____, 2014.

SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

By: _____
Director

Dated: _____, 2014

Attorney Review

The undersigned, the authorized attorney of SITLA, has reviewed the foregoing interlocal cooperation agreement and finds it to be in proper form and compliance with state law.

Dated: _____, 2014.



K. Andrew Fitzgerald
Grand County Attorney

125 East Center Street

Moab, Utah 84532

(435) 259-1326

(435) 259-3926 FAX

August 14, 2014

**Legal Review
Book Cliff Economic Study**

To: Grand County: Council, Council Administrator

Via: Email

This office has concluded legal review for the “Interlocal Cooperative Agreement For the Purpose of Establishing an Economic Development Study For a Potential Bookcliffs Transportation Corridor,” hereinafter know as the “Cooperative Agreement” and finds it legally sufficient for signature, if council so chooses.

The parties involved in this Cooperative Agreement are Uintah County, Duchesne County, SITLA, and Grand County. The purpose of study is to locate a transportation corridor to bring oil, gas, and minerals to market, purportedly through the Book Cliff region.

The language in the Cooperative Agreement limits the group of parties to merely study the issue and grants no other powers nor requires the parties to cede any legislative power to the group.

The most significant language in the Cooperative Agreement is paragraph number three where the language defines the Cooperative Agreement by stating what it is not.

No Inter-Governmental Entity Created. This agreement does not create an inter-governmental entity. The Group does not have power to bind any of its member counties or to compel them to take any action.

Not only does this language state what the Cooperative Agreement is not, but it broadly describes the powers of an Intergovernmental Entity. Taking note of this language is important because it illustrates the powers of the **7 County Interlocal Cooperation Agreement** that was reviewed in conjunction with this Cooperative Agreement.

Thank you,

K. Andrew Fitzgerald
Grand County Attorney

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
AUGUST 19, 2014

Agenda Item: H

TITLE:	Moab UMTRA Project's 2014 Annual Statement of Continued Compliance
FISCAL IMPACT:	None
PRESENTER(S):	Lee Shenton, UMTRA Liaison

Prepared By:

Lee Shenton,
UMTRA Liaison

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

The Moab Tailings Project Steering Committee recommends that Council formally accept the Moab UMTRA Project's 2014 *Annual Statement of Continued Compliance*.

BACKGROUND:

The Conditional Use Permit for the Moab UMTRA Project (the "Project"), as authorized by Resolution No. 2741, requires the Project team to submit an *Annual Statement of Continued Compliance* (ASCC), including responses to certain standard questions (see Section I of attached 2013 ASCC).

The Moab Tailings Project Steering Committee (MTPSC) submitted additional questions to the Project team and these have been addressed in Section II of the ASCC.

At their July 22nd meeting the MTPSC reviewed the responses to all questions and voted unanimously to recommend that Council formally accept the 2014 ASCC.

ATTACHMENT(S):

Moab UMTRA Project 2014 *Annual Statement of Continued Compliance*



U.S. Department of Energy

200 Grand Avenue
Grand Junction, CO 81501

July 16, 2013

Mr. Lynn Jackson, Chairman
Grand County Council
125 East Center Street
Moab, UT 84532

Subject: Grand County Conditional Use Permit Resolution, Annual Statement of Continued Compliance Regarding the U.S. Department of Energy's (DOE) Moab Uranium Mill Tailings Remedial Action (UMTRA) Project

Dear Mr. Jackson,

DOE has prepared the 2014 Annual Statement of Continued Compliance per the Conditional Use Permit (CUP) Resolution 2006-2741 within the requested timeframe of the CUP. Enclosed please find a copy of the statement plus attached maps (3) for the Council. For your convenience, pages 1 through 5 of the statement address reporting requirements outlined in section 17 of the CUP resolution; and pages 5 (bottom) through 6 address additional questions from the County Council.

The main activities involved shipping mill tailings, placement in disposal cell, and interim ground water actions, while maintaining an excellent safety record. The enclosed report provides details of the operational activities over the past year, projected activities for the coming year, and results of on-going environmental monitoring programs. In the next year, final cover materials will be placed on the remaining one-third of Phase I of the disposal cell, and shipment of mill debris to begin.

DOE looks forward to a continued cooperative relationship with the County. If you have any questions regarding the Annual Statement please contact me at 970-257-2115 or Ed Baker of my contractor staff at 970-257-2112.

Sincerely,

A handwritten signature in dark ink, appearing to read "Donald R. Metzler".

Donald R. Metzler
Moab Federal Project Director

Enclosures

cc w/enclosures via email:

L. Shenton, Grand Co.

A. Jines, DOE

A. Murphy, DOE

K. Wethington, DOE

B. Wethington, DOE

E. Baker, RAC

J. Biagini, RAC

K. Briscoe, RAC

R. Daily, RAC

C. Niemeyer, RAC

S. Rima, RAC

J. Ritchey, TAC

W. Ryan, TAC

Project File MOA 5.4 (C. Smith)

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Grand County
Annual Statement of Continued Compliance
July 19, 2013 – July 18, 2014

1. Per requirements of the Grand County Conditional Use Permit (CUP), Resolution #2006-2741, DOE hereby submits this Annual Statement of Continued Compliance. The following is specific information requested in item #17 of the resolution:
 - a. Summary of work completed by the Moab Uranium Mill Tailings Remedial Action (UMTRA) Project (Project) pursuant to the approved CUP in the past 12 months:

Project Accomplishments

The Project has shipped a total of approximately 6.96 million tons as of mid-July 2014 (almost 900,000 tons in the past year). This represents more than 43 percent of the estimated 16 million tons total. One train per day, carrying up to 136 containers was shipped on four trains per week.

In February, the Project achieved 2 million hours worked without a lost-time injury or illness. This significant safety milestone spanned a period of over 4 years and continued through this reporting period. No environmental notice of violation, unplanned environmental release, radiological spill, or reportable release was noted.

Excavation, conditioning, loading, and unloading of tailings were performed throughout the year, with only two planned holiday shutdowns occurring, during Thanksgiving and between Christmas and New Years. During the holiday work suspensions, maintenance and repairs were performed on heavy equipment, containers, and railcars.

Asphalt repairs were made to loading and unloading areas at Moab and Crescent Junction where heavy equipment (reach stackers, gantry crane, and haul trucks) operate.

The Project submitted a request to the U.S. Department of Transportation (DOT) to modify its special permit to increase the weight limit from 40 to 43 (net) tons for tall containers used to ship tailings. This process involved testing the containers to the new weight limit and an inspection of the existing tall container fleet by a certifying agent. The DOT approved this modification to the special permit.

Moab

In addition to routine tailings-removal operations, consolidation and plans for sizing of debris from the tailings pile began in preparation for shipping debris to the Crescent Junction disposal cell. The Project anticipates most of the debris will be shipped by rail over the next 2 years.

Project staff continued reseeding, irrigating, and weeding operations at the Moab site. In April, two beehives were introduced at the site in hopes of increasing pollination of vegetation.

In the past year, staff performed radiological surveys on two properties in Moab (vicinity properties) to determine if material above the U.S. Environmental Protection Agency standards was present. During this compliance period, no remediation was performed on vicinity properties.

Approximately 10.4 million gallons of ground water, which included 30,000 pounds of ammonia and 250 pounds of uranium, were extracted during the past 12 months through the interim action ground water system. More than 8.1 million gallons of freshwater were injected to create a hydraulic barrier and almost 12.1 million gallons were directly diverted into side channels of the river to reduce ammonia levels. Due to high river levels, the interim action system was suspended in late May through mid-July.

Crescent Junction

Placement and compaction of tailings in the disposal cell continued, except during wet or extremely cold weather, which required temporarily stockpiling of material.

b. Number of workers employed onsite in the past year and projected for the coming year:

The number of personnel has remained fairly constant through this reporting period. The Project had a total of 136 employees as of June 1, with 108 associated with the Remedial Action Contractor and subcontractors, and 28 with the Technical Assistance Contractor. No large fluctuations in Project staff are projected for this coming year.

c. The work plan for the coming 12 months including any modifications, additions, and deletions:

Continued excavation, conditioning, and shipment of tailings from the Moab site are planned. In addition, the Project will begin shipping mill debris. The goal is to maintain the current safe, sustained operations with the existing workforce. The RAC's original contract was to ship 650,000 tons per year; however, a contract modification was processed to increase this to more than 900,000 tons for fiscal year 2014 due to additional funding received. Depending on the funding authorized for fiscal year 2015, the 2014 shipping schedule could be maintained. One train will be shipped Monday through Thursday (136 containers planned per train).

The Project will start planning for the decommissioning of the evaporation pond on top of the tailings pile. Interim action ground water remediation and monitoring will continue. Efforts will focus on protecting the habitat. The Project will inject surface (fresh) water into wells along the river and will use surface water diversion into side channels, when necessary, to reduce contaminant concentrations.

Radiological surveys of properties in the Moab area will continue. Remediation of vicinity properties is not currently planned over the next year.

Placement of tailings and interim cover will be the major activities at the Crescent Junction site. Final cover materials (soil and rock) will be placed on the remaining one-third of Phase 1 of the disposal cell. Also, the location for end-dumping the tailings from the containers into the disposal cell may be moved.

Anticipated modifications or additions to the CUP: There are no modifications or deletions to the CUP anticipated.

d. Air and water quality monitoring reports and support materials sufficient to inform the public regarding any health risks associated with the project:

In accordance with DOE Order 231.1B, *Environmental, Safety and Health Reporting*, DOE Order 458.1, *Radiation Protection of the Public and the Environment*, and supplemental guidance from DOE headquarters, DOE prepares an Annual Site Environmental Report to inform the public of environmental site performance, confirm compliance with environmental standards and requirements, and highlight significant programs and efforts. A comprehensive network of over 100 ground water and surface water monitoring locations and 36 air monitoring stations are located on and off the Project sites. Ground water and surface water monitoring reports, quarterly air monitoring data reports, and the Annual Site Environmental Reports are readily available on the Project website at www.gjem.energy.gov/moab. In addition, copies are maintained in the public reading room at the Grand County Library and key stakeholders are notified of their availability on the Project website.

Hydrology—Active ground water remediation is conducted to protect potential suitable habitat areas adjacent to the site, and to remove ammonia and uranium mass from the ground water system.

During the past year, DOE continued operation of the interim action ground water remediation system. Surface water quality of the Colorado River was monitored periodically throughout the year and during the critical time for endangered fish species. In addition to extraction of contaminated ground water through wells located close to the tailings pile, freshwater (diverted river water) was injected through wells near the river, as an additional way of minimizing the discharge of ammonia into the Colorado River. Surface water diversion was performed in the summer and fall of 2013 for protection of aquatic species in the side channel. Freshwater diversion has not been necessary in 2014 due to high river water in the months of May through June. Surface water monitoring downstream of the site showed no effect on river quality by the site.

Environmental Air Program—DOE's environmental air monitoring strategy for the Project is designed to monitor public and environmental exposures to airborne contaminants that are directly attributable to the uranium mill tailings and other contaminated materials from the Moab site. Specifically, DOE's air monitoring strategy assesses exposure levels to direct gamma radiation, radon-222, and airborne radioparticulates. The environmental or ambient air monitoring network consists of on-site, off-site, and background sampling locations at or near Moab, Crescent Junction, and Thompson Springs.

Since tailings pile excavation began, the exposure rates for direct gamma exceeded the public standards only at locations within the DOE property boundary. The direct gamma is elevated due to the tailings pile, as expected. Based on the monitoring data from the past year, three on-site monitoring locations (0109, 0110, and 0112) at the Moab site directly west of the tailings pile exceeded the direct gamma radiation dose public standard; however, no public reside at these locations and the guideline is not applicable. Elevated readings are to be expected as excavation of tailings occurs immediately adjacent to these monitoring stations. No Moab off-site monitoring location exceeded this limit. No on- or off-site locations at or near Crescent Junction or Thompson Springs exceeded the limit. See attached maps for on-site and off-site monitoring locations at Moab and Crescent Junction.

The radon-222 monitoring data collected during the past year indicate that the quarterly and annual radon guideline was not exceeded at the Moab site. A review of radon data from the fourth quarter, which typically has shown the highest readings, indicates an overall decrease in radon levels at the site since excavation of the tailings pile began in early 2009. Radon results for off-site locations were all similar to historical baseline levels, which were low.

No radioparticulate (from dust particles) standards or exposure limits were exceeded at any of the 14 monitoring locations at or near the Moab or Crescent Junction sites during this time period. The radioparticulate results have consistently been below the limit since the DOE assumed ownership of the Moab site. Opacity is monitored and if excessive fugitive dust is noted, dust control is implemented. If necessary, dust-generating activities are suspended.

In summary, public exposure to direct gamma, radon-222, or radioparticulates from the Moab site did not exceed DOE standards or guidelines because all elevated readings were limited to the DOE property near the tailings pile. Evaluation of monitoring data at the Crescent Junction site indicated no measurable public impacts from the tailings disposal.

Employee Monitoring for Radiation Exposure Program—In addition to the environmental air monitoring program, an employee radiological monitoring program is conducted. Employees who routinely enter the Contamination Area represent the highest potentially exposed individuals and are monitored for gamma radiation, radon gas, and inhalation of radioparticulates.

The Project set radiological goals to maintain radiological exposure to employees to as low as reasonably achievable (ALARA) to ensure that adequate radiological controls are in place. The Project has established an ALARA individual external radiation exposure goal of 400 millirems per year (mrem/yr), which was reduced from 700 mrem/yr in 2012. The Project's goals are very conservative when compared to the U.S. Nuclear Regulatory Commission's exposure limit of 5,000 mrem/yr, and the DOE's administrative recommended limit of 2,000 mrem/yr. Radiation exposure results to-date indicate that the Project provides its workers a safe radiological work environment.

Landscaping: The entrance landscaping and cottonwoods north of the office area are doing very well for the sixth growing season. In general, revegetation at both sites is in good condition and making noticeable progress. High river water during May through June will have some effect in low-lying areas of the Moab site. See photo below of cottonwood tree hedgerow at the Moab site, suggested by the county in the Conditional Use Permit, which screens the public's view of Project offices from U.S. Highway 191.



Photo of cottonwood hedgerow showing screening of offices at the Moab site as viewed from US Highway 191

II. Grand County has requested the following additional information and updates provided below:

a. **What is the Project's current outlook for FY15 funding?**

The President's FY15 budget request is \$35.8M.

b. **Are any significant changes expected in the Ground Water Interim Action in the next twelve months?**

Ground water extraction is a component of the interim action system. A reduction in extraction is likely to occur in anticipation of the removal of the existing evaporation pond located on top of the tailings pile. Extracted ground water is currently fed to the evaporation pond. Also, the location of freshwater diversion may be altered depending on the morphology of the side channels after the peak spring runoff.

- c. *Do you expect the scope of any of the following to change over the next twelve months, for site security, emergency response, dust control, or revegetation?*

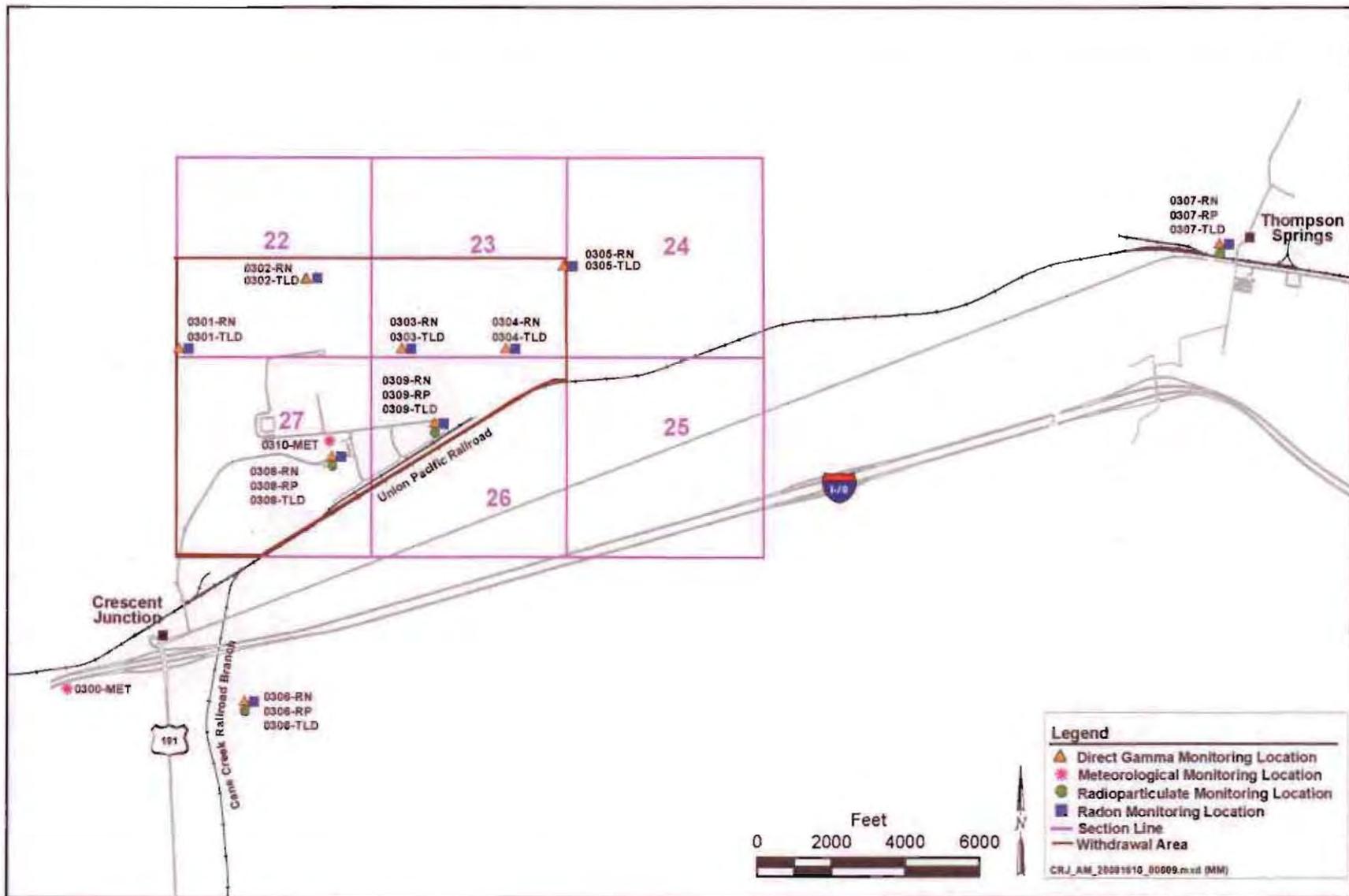
No changes are anticipated at this time.

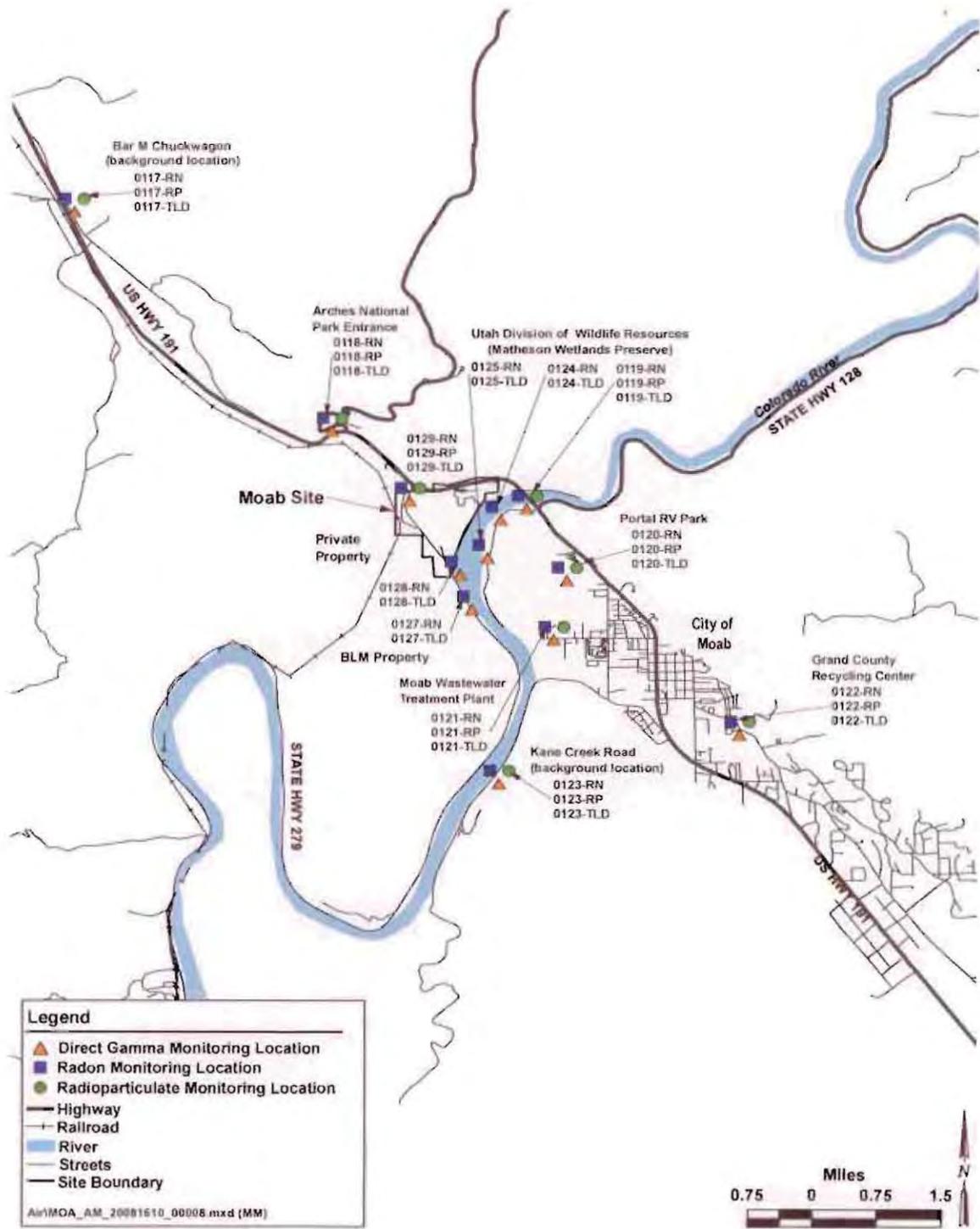
- d. *Has transport of mill debris begun, and if so, do you expect to need to transport any by truck?*

No transportation of mill debris has occurred, but consolidation and plans for sizing has started with shipments to begin in FY15. The Project believes a majority of the debris can be shipped in containers by rail; however, shipping a portion by truck is still an option.

- e. *What approximate level of funding would you need to increase tailings shipments to five trains per week?*

The project plans to continue shipping at the current level, so determining funding to ship another weekly train is not relevant. If funding in excess of the budget request was received, it would be used for other requirements, such as placement of final cover on the disposal cell and excavation of a new phase of the cell.





Bar M Chuckwagon
(background location)
0117-RN
0117-RP
0117-TLD

Arches National
Park Entrance
0118-RN
0118-RP
0118-TLD

Utah Division of Wildlife Resources
(Matheson Wetlands Preserve)
0125-RN 0124-RN 0119-RN
0125-TLD 0124-TLD 0119-RP
0119-TLD

Moab Site

Private
Property

Portal RV Park
0120-RN
0120-RP
0120-TLD

BLM Property

0128-RN 0128-TLD
0127-RN 0127-TLD

City of
Moab

Moab Wastewater
Treatment Plant
0121-RN 0121-RP
0121-TLD

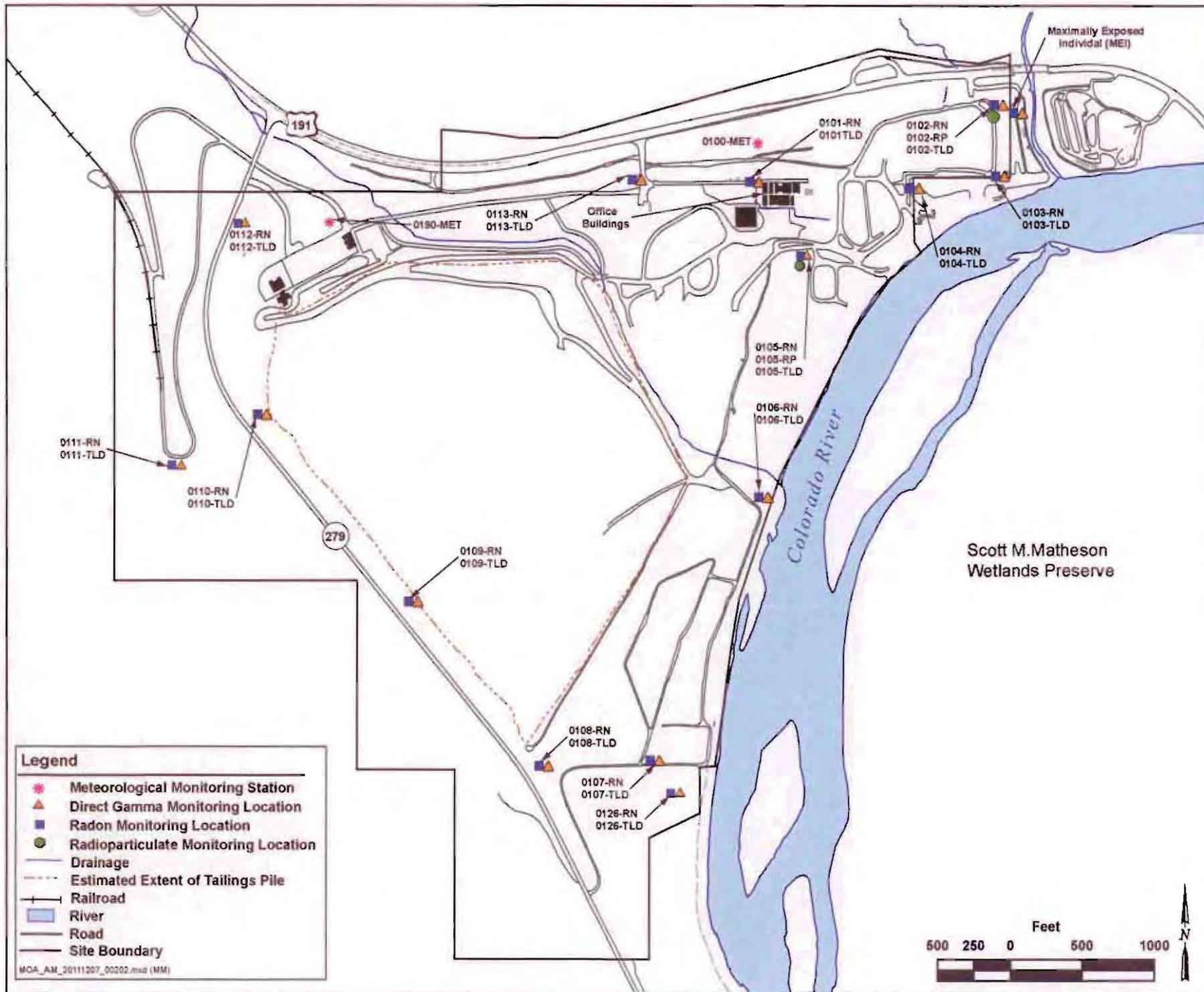
Grand County
Recycling Center
0122-RN
0122-RP
0122-TLD

Kane Creek Road
(background location)
0123-RN
0123-RP
0123-TLD

STATE HWY 279

Colorado River
STATE HWY 128

US HWY 191



191

191

279

0111-RN
0111-TLD

0110-RN
0110-TLD

0112-RN
0112-TLD

0190-MET

0113-RN
0113-TLD

Office Buildings

0100-MET

0101-RN
0101-TLD

0102-RN
0102-RP
0102-TLD

0103-RN
0103-TLD

0104-RN
0104-TLD

0105-RN
0105-RP
0105-TLD

0106-RN
0106-TLD

0109-RN
0109-TLD

0108-RN
0108-TLD

0107-RN
0107-TLD

0126-RN
0126-TLD

Maximally Exposed Individual (MEI)

Colorado River

Scott M. Matheson
Wetlands Preserve

Feet

500 250 0 500 1000



AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
AUGUST 19, 2014

Agenda Item: I

TITLE:	Approving Proposed Reclassification of Sand Flats Recreation Area Program Manager Position
FISCAL IMPACT:	\$4,210 (salary and benefits) already in budget
PRESENTER(S):	Orlinda Robertson, Human Resources Director and Ruth Dillon, Council Administrator

Prepared By:

Orlinda Robertson
Human Resources
Director
(435) 259-1323

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve proposed reclassification of the Sand Flats Recreation Area Program Manager position as presented and authorize the Chair to sign all associated documents.

BACKGROUND:

In the spring of 2012 Orlinda Robertson, Human Resources Director, was directed by Grand County Council to research and classify all positions in Grand County to see if positions were in line with other counties of similar demographics in Utah. The HR Director recommended that the Sand Flats Program Manager position be changed from a grade 15 step 5 to a grade 18 step 5. Andrea Brand, Sand Flats Program Manager, determined that this change would adversely impact Sand Flats operating budget. Sand Flats functions as an Enterprise Fund and is self-sustaining. The HR Director then recommended a grade change from grade 15 step 5 to grade 17 step 2 impacting the SFRA budget with an annual increase to the Program Manager position of \$422.

Grand County held Special Use Lease Agreement No. 1076 with the State of Utah through the School and Institutional Trust Lands Administration (SITLA) for the last 18 years. The SITLA fees cost Sand Flats \$21,500 annually. The Utah Recreational Land Exchange Act of 2009 (URLEA), Public Law 111-53, between the School and Institutional Trust Lands Administration and the Bureau of Land Management (BLM) was completed on May 8th, 2014. With land ownership resolved and \$21,500 remaining annually in the Sand Flats program, finances are more secure.

Recommend that the Program Manager position be reclassified from a Grade 17, Step 5 (\$24.48 hour) to a Grade 18, Step 7 (\$27.28 hour) retroactive from May 8th, 2014 to put it in line with the original recommendations of the HR Director. The recommendation of an additional 2 steps is due to pay adjustments received by the current Program Manager between the original reclassification and May 8th, 2014.

ATTACHMENT(S):

None



GRAND COUNTY
 125 E. Center
 Moab, Utah 84532
 435-259-1321

SPECIAL EVENT APPLICATION

Applications Due 45 Days in Advance of Proposed Event
 that begins, crosses into, or ends in Grand County boundaries

DATE APPROVED: _____

FOR OFFICE USE ONLY

Date of Submittal 7-7-14 Travel Council date verified: _____

\$100.00 Application Fee Received _____ (non-refundable administrative review fee)

Proposed Event Start Date 9-25-14 End Date 9-29-14

Start Time _____ End Time _____

APPLICANT INFORMATION

Event Sponsor: _____

Organization: Skydive Moab web address: skydivemoab.com

Mailing address: PO Box 995 City Moab State UT zip code 84532

Phone: (435) 259-5867 cell: (435) 260-0197 fax: _____

Email address: info@skydivemoab.com

Do you currently have or have you previously had a permit in Grand County? Yes No

If yes, event type, name, and location: _____

EVENT LOCATION

Property(s) to be used: Canyonlands Field Airport

Property location and description: Regional airport located 15 mins. north of Moab

Property acreage (if applicable): Approx. 100

Surrounding land uses: _____

EVENT DESCRIPTION

Skydiving Festival wherein skydivers travel from all over the world to skydive in Moab. Turbine aircraft are leased for the event from Skydive Arizona to allow high altitude skydives. Dinner will be catered for registered participants on Saturday night by Red Cliffs Lodge.

SPECIAL EVENT APPLICATION

Max number of participants: 275

Number of volunteers & event staff: 25

SINGLE POINT OF CONTACT FOR DAY OF EVENT

Name Rachel Sutton

Cell phone (435) 259-5867

VENDOR/FOOD/ALCOHOL *check all that apply*

<input checked="" type="checkbox"/> Vendors giving away products/services/food	<input checked="" type="checkbox"/> Vendors selling products/services/food
<input checked="" type="checkbox"/> Food catered	<input type="checkbox"/> Food prepared on site
<input type="checkbox"/> Alcohol (see County Clerk's Office for forms); allow at least 45 days minimum for state and county approval process.	

SITE PLAN and/ or DETAILED COURSE MAP

A detailed diagram shall be provided (attached separately) demonstrating, at a minimum, the following information:

- An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures. No permanent paint shall be applied to public property for marking course routes.
- Location, type, number, and description of all temporary structures to be used in the event, including: stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, booths, vehicles, trailers, etc.
- Location, type, and provider of solid waste containers
- Location, type, and provider of restroom / toilet facilities
- Location of operator's headquarters at the gathering
- Location of all beer gardens and cooking areas
- The location, size, and type of proposed audio, lighting, visual equipment, open fires, and pyrotechnics
- Parking areas and overflow parking areas
- Shuttle plan
- Access ways, including points of ingress and egress
- Vendor stations
- Generator locations and/or sources of electricity
- First aid and water stations

REQUIRED SUPPORTING DOCUMENTS

The following supporting materials are required:

- Sanitation service commitments
- Recycling plan
- Proof of liability insurance: approved applications are only valid if a current certificate of insurance that meets County specifications is on file.
- Indemnification and Reimbursement Agreement

SPECIAL EVENT APPLICATION

- Sales tax license
- Information concerning all admission fee charges, booth fees, rental charges, or similar information relating to fees generated by the event
- A description of the number and types of vendors planned for the event
- Information concerning proposed traffic control, emergency medical service, fire protection, and security measures
- UDOT permit, if applicable, for state roads
- Notarized property owner(s) signature(s), see attached form
- BLM permit, if applicable
- Forest Service, if applicable

APPLICANT CERTIFICATION

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete and accurate to the best of my knowledge. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Grand County may rescind any approval, or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable Grand County Ordinance located on the County website (grandcountyutah.net) and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to the event. I understand approval is non-transferable and valid only for the above mentioned location, dates, and applicant.

Applicant Signature: Rachel Sutton Date: 7-3-14

Print Name Rachel Sutton

Organization Skydive Moab

FOR OFFICE USE ONLY

EVENT COMMITTEE REVIEW / AGENCY SIGNATURES

Grand County:

Moab Area Travel Council (435-259-1370) Marion O'Leary

Grand County Clerk (435-259-1378) Janie Swain

Building Department (435-259-1343) John W. Smith

Fire Department (435-259-5557) Robert Meyer

Road Department (435-259-5308) Steve Smith

Sheriff's Office (435-259-8115) Steve White

Planning Department (435-259-1343) Nancy Lagline

Emergency Medical Services (435-259-1341) Steve

Moab City:

Moab City Public Works Department, if required, (435-259-5121) _____

Moab City Police Department, if required, (435-259-5121) _____

State:

Southeastern Utah Health Department, if required (435-259-5602) _____

UDOT permit, if required (435-636-1402) _____

BLM permit, if required (435-259-7012) _____

**INDEMNIFICATION, HOLD HARMLESS AND RELEASE OF LIABILITY
AGREEMENT**

Whereas Skysave Moab (hereinafter "User") desire(s) to use Grand County (herein after "County") Property or Facilities located at

Canyonlands Field Airport to engage in the following activities;

Skysaving Bonanza or "Festival", and in consideration of County's willingness to allow User to use said facilities and/or property, I

Rachel Sutton, as the duly authorized agent acting on behalf of the User, herewith agree and promise Indemnify and hold County, its officers, agents, officials and employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of User, County, and/or their respective officers, agents, officials, members, employees, and volunteers, or any person or persons.

In addition, User agrees to repair, solely at Users Cost, all damage to the County's facilities or equipment arising out of User's use or possession of said facilities or property.

User further agrees and promises to provide County with Certificate of Insurance verifying that User has acquired insurance sufficient to support User's promise to Indemnify and Hold County Harmless as outlined above.

User acknowledges that User has been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into this Indemnification / Hold Harmless / Release of Liability Agreement.

User understands and agrees that, by signing this Indemnification / Hold Harmless / Release of Liability Agreement, that User relinquishes all rights or claims to adjudication or recourse to which User may be entitled in relation to any damages or injury that may arise out of the above described activities.

User warrants that User enters into this agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.

User warrants that User has entered into the releases and waivers contained in this Agreement voluntarily and that User makes them without any duress or undue influence of any nature by any person or entity.

User agrees to assume all risk, chance or hazard that any loss sustained by User or any other person or entity may be greater or more extensive than is known, anticipated or expected.

Rachel Sutton
Signature of User Agent
Rachel Sutton
Printed Name of User Agent

Date: 7-3-14

SPECIAL EVENT APPLICATION FOR SKYDIVE MOAB

- 1) Outline of event venue is attached with numerical indicators identifying locations of all stations, vendors, tents, sanitation facilities, parking, booths, trailers, etc. See attached map for more information. There will be no moving routes, or street or lane closures for the event.
- 2) Solid waste containers will be located at strategic areas on the airport. Twice a day they will be emptied into a dumpster provided by Bob's Sanitation for removal.
- 3) Restrooms will be located in the main terminal on Canyonlands Field, Redtail Aviation hangar, and Skydive Moab hangar. In addition, 8 sanitation units have been reserved through Zurich Brothers to be placed strategically on the airport for ease of use and access.
- 4) Location of operator's headquarters will be the RedTail Aviation hangar indicated on the map.
- 5) There will be no beer gardens or cooking areas.
- 6) There will be no lighting, open fires, pyrotechnics, or visual equipment. Audio equipment will be limited to 1 175 watt PA system for making announcements throughout the festival.
- 7) Parking areas and overflow parking areas are indicated on attached map.
- 8) No shuttle plan is provided as a shuttle will not be needed. All events and activities will take place on the airport. Points of ingress and egress are indicated on attached map.
- 9) Vendor stations, sources of electricity, first aid, and water stations are indicated on attached map.
- 10) Recycling receptacles will be placed at various locations on the airport and will be disposed of through Green Solutions.
- 11) Sales tax license has been obtained and the number is 12234770-002-STC
- 12) Proof of liability insurance is attached as well as a summary of benefits. ALL participants (including Skydive Moab, festival employees, and volunteers) in the festival are required to have a valid United States Parachute Association membership and the liability insurance is included in membership.
- 13) Registration fee for all participants is \$35 for pre-registration or \$45 for registration on-site. There are no other booth rentals, rental charges, or fees of any kind.
- 14) Approximately 10 vendors will be on-site with skydiving gear available for skydivers to demo for possible purchase. All vendors have been provided with information regarding a temporary Utah sales tax license.
- 15) Proposed traffic control will not be necessary on main areas of ingress or egress because skydivers arrive and depart at staggered times thus preventing traffic issues. A registered nurse will be on-site each day to provide immediate assistance for anyone in need. Fire protection is provided through Canyonlands Field Airport with a fire station on-site. Security measures will be provided by Skydive Moab employees to ensure crowd control and orderly conduct.

Event Map

1. Restroom location provided by Canyonlands Field Airport
2. Operator's headquarters at gathering
3. Main parking area
4. Overflow parking
5. Point of ingress
6. Point of egress
7. Vendor stations
8. Source of electricity
9. First aid and water station
10. Tent and/or booth location
11. Trailer parking
12. Solid waste/recycling container location
13. Port a potty location
14. Port a potty location
15. Port a potty location
16. Solid waste dumpster location
17. Restroom location provided by RedTail Aviation
18. Restroom location provided by Skydive Moab
19. Solid waste/recycling container location



Go Skydive Moab/
DBA Skydive
Canyonlands TM

W Aviation Way

Skydive Moab

W Aviation Way

W Canyon Blvd

W Aviation Way

W Main St

W Main St

W Main St

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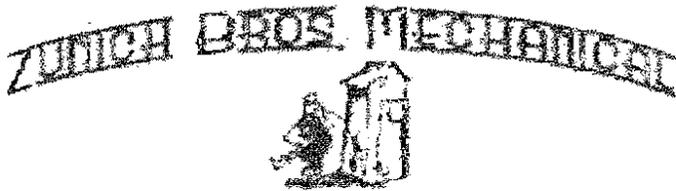
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PO Box 329
Moab, UT 84532
435-259-8777
435-259-5353 fax
zunbros@aol.com

SERVICE CONTRACT

I, Rachel Sutton representing Stydvre Moab do agree to the following terms and
(Print Name) (Company or Group)

conditions in conjunction with service provided by Zurich Bros Mechanical, LLC, and its representatives:

DAMAGES

Party (ies) utilizing equipment covered under this agreement hereby agree to return equipment at the end of the usage period in the same condition they were received and are financially responsible for any damage sustained under said period of time.

TRASH

Portable toilets are to be used for human waste only. Please inform those on the site using the facilities that trash i.e.: other paper, clothing, feminine hygiene products, diapers, food, cans, bottles, etc. plug our equipment and can be hazardous to our service operator and equipment. It is recommended that garbage reciprocals are placed next to the portable toilets. There may be, at the discretion of the service operator, an additional charge for trash removal not to exceed \$30.00 per unit.

PAYMENT AGREEMENT

For special events a 50% payment is due one week prior to delivery and the remaining 50% is due at delivery unless other arrangements are made. We do accept credit card payment but if you choose this method of payment a 3% convenience fee will be added.

For long term service statements are sent on or around the 1st of each month and payment in full is due to: Zurich Bros Mechanical

PO Box 329
Moab, Utah 84532.

by the 10th of each month. All accounts that are 30 days past due will be charged a \$20.00 late payment fee, balances not paid within 60 days will incur an additional \$20.00 late payment fee and services will be suspended until payment is made. Full payment will be required to reinstate service. Furthermore, I/We agree to pay \$20.00 per month late payment fee, all charges and fees incurred herein as shown by the statements/invoices, promptly upon presentment thereof, unless credit arrangement are agreed upon in writing. Charges shown by statements/invoices are deemed correct and reasonable unless protested in writing within thirty (30) days of billing date. If this account becomes delinquent, I/We further agree to pay all court costs, attorney's fees and collection agency commissions incurred in collection of this account, whether or not suit is filed, and understand that such fees and or commissions might be as much as 50% of the principle balance.

TERMS

Delivery address:

of Units: 08

Delivery Date: 9-25-14

Services: 1 Service

Final Pick-up Date (if known): 9-28-14

CLIENT INFORMATION

Statements and other correspondence are to be sent to: Stydvre Moab
(Name)

94 Aviation Way Moab UT 84532
(Physical Address) (City) (State) (Zip)

PO Box 995 Moab UT 84532
(Mailing Address if different) (City) (State) (Zip)



Account Information: [View account info](#) | [Sign out](#)

Recycling for sky diving festival

Green Solutions <greensolutionsmoab@gmail.com>

Thu, Jul 3, 2014 at 12:54 PM

To: info@skydivemoab.com

Green Solutions will provide 4 bins @ \$35 dollars each for a total of \$140. We do reserve the right to charge more if there is more recycling than expected. We will drop the bins off on Friday morning September 26th and will pick up the bins after 12pm on Sunday September 28th. Volunteers at the event will manage the bins and we will provide bags for them to use to empty the bins when full. We will bill Sky Dive Moab after the event has occurred.

Brad Woodford

Green Solutions LLC

435-259-1088

www.greensolutionsmoab.com

Certificate of Insurance

Named Insured: The Individual Members of the United States Parachute Association

Company: StarNet Insurance Company

Policy Number: BA-13-03-00005

Effective Date: 12:01 AM March 1, 2014

Expiration Date: 12:01 AM March 1, 2015

This Certificate does not amend, extend or otherwise alter the terms and conditions of the policies referred to herein

Membership Jump Coverage at a USPA Drop Zone

Limits of Liability

Combined Single Limit Bodily Injury and Property Damage Liability:	\$ 50,000 Per Occurrence
	\$1,000,000 Aggregate

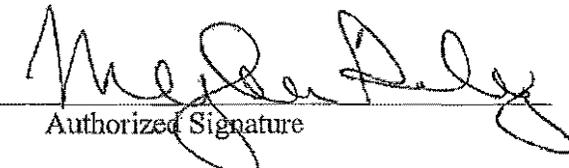
Location: Moab, UT

Additional Insured only as Respects Operations of the named insured:

Canyonlands Field Airport/ Grand County

with whom we agree, if possible, to notify 30 days before date of cancellation if policy should be cancelled, but the Company shall not be liable in any way for failure to give such notice.

Insurance Technologies & Programs
A Division of Air Capital Insurance, LLC
P.O. Box 148
Wichita, KS 67202


Authorized Signature

Grand County
125 East Center Street
Moab UT 84532

435-258-1321

Receipt No: 1.004624

Jul 28, 2014

SKYDIVE MOAB SPECIAL EVENT

Previous Balance:	.00
Charges for Service - Clerk's Fees	100.00
10-3411-000-000 CLERK'S FEES	

Total:	100.00
--------	--------

Check	Check No: 3481	100.00
Total Applied:		100.00

Change Tendered:	.00
------------------	-----

Duplicate Copy

07/28/2014 11:10AM

**GRAND COUNTY
COUNTY COUNCIL MEETING
AUGUST 19, 2014**

Agenda Item: K

TITLE:	Approving Proposed Office Lease Agreement with Vaisala Inc. at Canyonlands Field Airport
FISCAL IMPACT:	\$756.00 in annual revenue, (\$63/mo.)
PRESENTER(S):	Kelly Braun, Airport Manager

Prepared By:

Kelly Braun
Airport Manager
Grand County
125 E Center St
Moab UT 84532
435 259-4849

kbraun@grandcountytutah.net

RECOMMENDATION:

I move to approve the proposed 5 year office lease agreement with Vaisala Inc. at the Canyonlands Field Airport and authorize the Chair to sign associated documents.

BACKGROUND:

Vaisala Inc. currently leases space at Canyonlands Field airport and is operating on a month to month bases. Vaisala is requesting a 5 year lease for 21 sq. /ft. of space located in the airport fire station.

Vaisala Inc. provides ground lightening detection information to air traffic control and the NOAA weather reporting agency.

Vaisala has been a reliable tenant that has paid rent on time and has abided by the current lease terms

The Boiler Plate for this lease has been reviewed by the County Attorney's Office and this lease was also reviewed and recommended for approval by the Airport Board during their August 4th meeting.

ATTACHMENT(S):

Lease between Grand County, UT and Vaisala Inc., including Exhibit "A" which defines the leased space in the airport fire station.

FOR OFFICE USE ONLY:

Attorney Review:

**APPROVED BOILER PLATE
LEASE**

**Office Lease Agreement at Canyonlands Field between *Grand County* and
Vaisala Inc.,**

This Agreement, made and entered into as of **June 17th, 2014**, by and between **Grand County**, herein after referred to as "**County**" and **Vaisala Inc.**, hereinafter referred to as "**Tenant**".

WITNESSETH. County hereby leases and lets to Tenant and Tenant hereby rents from County the premises (hereinafter referred to as "Premises") located on Canyonlands Field, hereinafter referred to as "Airport", consisting of **21** square feet, in the location more or less as described in Exhibit "A" attached hereto.

1. TERM

The term of this lease shall be for **5** years commencing on **June 17th, 2014**, and shall expire at midnight **June 17th, 2019**, a **5** year option may be granted per section 29 of this lease.

2. RENT

(A) Tenant agrees to pay County during the term of this lease a annual rent of **\$756.00**, Payable in advance. Rent is based upon **21sq./ft.** of leased space at the rate of **\$3.00/sq./ft./mo.** The rental installment for any fractional month shall be prorated. Tenant shall have exclusive use of the parcel particularly described on **Exhibit "A"**, in the ARFF building located at **110 W. Aviation Way, Moab UT 84532**. Rent to be remitted to: **County Clerk, 125 East Center, Moab, Utah 84532**.

(B) Without waiving any other right of action available to County in the event of default in payment of fees hereunder, in the event that Tenant is delinquent for a period of thirty (30) days or more in paying to County any fees payable to County pursuant to this Agreement, Tenant agrees to pay County a late charge equal to ten percent (10%) of the total said delinquent fee. Any payments past due more than sixty (60) days shall also have interest added thereon at the rate of twenty percent (20%) per annum.

3. USES AND PRIVILEGES OF TENANT

County hereby grants to the Tenant the following uses and privileges.

(A) Tenant agrees that this lease is granted and limited to the Tenant for the purpose in connection with the business of lightning detection. Tenant agrees to use the premises leased for the use and benefit of the public and to furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service. Tenant is allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

(B) The general use, in common with others authorized so to do, of all public airport facilities and improvements which are now or may hereinafter be connected with or appurtenant to said Airport, except as hereinafter provided. As used herein, the term "Public Airport Facilities" shall include, but not necessarily be limited to, approach areas, runways, taxiways, public aprons, aircraft and automobile parking areas, terminal facilities, or other public facilities appurtenant to said Airport.

(C) The right to ingress to and egress from the Premises over and across public roadways serving the Airport for Tenant, its employees, representatives, agents, patrons, guests and suppliers, subject to such nondiscriminatory and lawful ordinances, rules and regulations as now or may hereinafter have application at the Airport.

It is understood and agreed that the County hereby retains the right of ingress and egress over, through and across the Premises to provide access to the property at any time.

(D) It is understood that Tenant hereby agrees to meet any minimum standards that County may from time to time adopt or amend and that this Lease is subordinate to such standards.

4. SIGNS

Tenant shall not without the prior written approval of the County erect or display any sign on the Airport, or on the Premises. The term "sign" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters or similar devices.

Prior to erection, construction or placing of any sign on the Airport or upon the Premises, Tenant shall submit to County for approval, drawings, sketches, and dimensions of such signs which shall be in accordance with duly adopted Airport Sign Standards or any applicable standards in the County's Land Use Code. Any conditions, restrictions, or limitations with respect to the use thereof as stated by County in writing shall become conditions of this Lease.

5. IMPROVEMENTS

No construction, alteration or improvement to any building, public or private, to include leased Premises shall be allowed without prior written approval by Grand County.

All construction, alterations or improvements must comply with all Grand County ordinances and meet current building codes.

Any improvements to County owned properties or Premises shall become property of Grand County at the termination of this lease.

6. TAXES AND LICENSES

Tenant shall pay on or before the last date on which payment therefore may be made without penalty or interest and regardless of whether Grand County is a part thereto, all taxes, assessments, licenses and charges levied against Tenant's personal property, and all licenses and permits necessary for Tenant's operations under Federal or State statutes or local ordinances, insofar as they are applicable to operations at Canyonlands Field (hereinafter called "impositions"). Tenant may protest by appropriate proceedings in good faith and at its expense, the existence, amount, or validity thereof or the extent of Tenant's liability therefore. County shall not have the right to pay any such imposition thereby contested. Tenant agrees to indemnify County and hold County harmless from any and all losses, judgments, decrees, costs, (including reasonable attorney's fees), claims or demands for payment of such impositions or arising from Tenant's contest thereof.

7. NET LEASE

This Lease shall be without cost to County for the maintenance or operation of Premises. Tenant represents that Tenant has inspected the Airport, all its premises and facilities and that Tenant accepts the condition of same and fully assumes all risks incident to the use thereof. It shall be the sole responsibility of Tenant to develop, maintain, repair and operate the entirety of the Premises and all improvements and facilities thereon at Tenant's sole cost and expenses.

8. REPAIR AND MAINTENANCE

Tenant shall not permit rubbish, debris waste material or anything unsightly or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the Premises or to be disposed of improperly. Tenant agrees to maintain the leased area in a way that will reflect positively on the overall appearance of the passenger terminal or any space identified herein. It shall be the sole responsibility of the Tenant to provide routine or scheduled janitorial services and operate the premises at the Tenants sole cost and expense. The Tenant is responsible for any major repairs or capital expenditure over \$100 per incident on the premises resulting from actions of the Tenant. Tenant expressly waives the right to make repairs at the expense of the County provided for in any statute or law now in effect or hereafter enacted.

If Tenant fails to make any repairs or do any work required of it under the terms of this lease within thirty (30) days after written notice of the need therefore has been given by the County to Tenant, the County may cause to be performed such work for the account and at the expense of Tenant. All sums so expended by County, together with twenty (20%) percent of cost for administration, shall be paid by Tenant on demand.

9. UTILITIES

County agrees to pay all charges for electricity, propane gas. Water, sewer and trash will be charged according to the Grand County Consolidated Fee Schedule. Trash removal from the leased space will be performed by the Tenant and placed in the waste receptacle

provided by the County. The use of supplemental heating or cooling devices is prohibited. Lighting in areas of the premises not occupied for longer than 30 minutes shall be turned off.

10. FIRE EXTINGUISHERS

It is understood and agreed that Tenant will at its own expense install and maintain fire extinguishers as required by federal, state, and local laws. Said fire extinguishers shall meet all applicable requirements, and shall be of such number and capacity as to adequately safeguard the Premises against fire hazards.

11. INDEMNIFICATION

County, its officers, representatives, agents and employees shall not be responsible or liable for, and Tenant agrees to indemnify, release and defend County, its officers, representatives, agents and employees from all claims, damages, expenses, liabilities and judgments, (a) for injury to persons, loss of life or damage to property occurring on the Premises (including property and officers, employees and agents of County);(b) arising from Tenant's operations pursuant to this Agreement; (c) for workers compensation claims; and (d) for acts and omissions of Tenant's officers, employees, representatives, agents, servants, invitees, patrons, customers, subtenants contractors, subcontractors, successors, assigns, suppliers, and all other persons doing business with Tenant (excluding County, its officers, employees, representatives, and agents). Tenant shall not be liable for damage or injury occasioned by the negligence of the County, its designated agents, servants or employees. Tenant's liability under this paragraph shall be reduced by the proceeds from any insurance carried by Tenant to the extent that such proceeds are applied toward payment of such claims, damages, expenses, liabilities and judgments.

12. LIABILITY INSURANCE

Tenant agrees to maintain insurance covering its Facility on the Airport against claims of bodily injury liability and property damage liability. Said insurance shall have limits of no less than \$300,000.00 per person, \$2,000,000.00 per occurrence and \$1,000,000.00 property damage. County shall be named as additional insured. Such insurance shall contain a provision that it may not be cancelled or materially changed or altered to adversely affect the interests of the additional insured (except to increase the limits or broaden the coverage) without first giving thirty (30) days prior written notice to County.

13. OBLIGATIONS OF COUNTY

(A) Clear Title. County covenants and agrees that at the granting and delivery of this Agreement it is well seized of the Premises and has good title thereto, free and clear of all liens and encumbrances having priority over this Lease, and that County has full right and authority to lease the same. County agrees that Tenant, upon paying the fees and performing the other covenants of this Agreement to be performed by Tenant, shall

peaceably and quietly have, hold and enjoy the Premises for the full term of the Agreement and as the same may be extended as hereinafter provided.

(B) Operation as Public Airport. County or its successor covenants that it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances Agreement given by County to the United States Government under the Federal Airport and Airway Development Act.

(C) Operation of Building Systems. County or its appointed agent shall be the sole operator of building heating, cooling, water and electrical systems. Wintertime heating system shall be set so as to maintain a temperature range of 66 F to 72 F. Summertime cooling system shall be set so as to maintain a temperature range of 74 F to 78 F. All temperature measurements shall be made only at the location of a central thermostat. County assumes no responsibility for building temperatures outside the stated ranges in the event of system failures.

(D) Maintenance of Airport. County reserves the right to develop, improve, and maintain all public areas and facilities as County shall see fit. County shall, throughout the term hereof, maintain all public areas and facilities, such as access roads on the Airport, providing access in good and adequate condition for use by cars and trucks, and shall maintain clear and uninterrupted access to the parking area over said access areas and roads at all time; provided, however, County may, at any time, temporarily or permanently close, any roadway or right of way for such access, ingress or egress whether inside or outside the terminal building, or any other area at Airport, in its environs presently or hereafter used as such, so long as a means of access, ingress and egress reasonably equivalent to that formerly provided, and not adverse to Tenant's continued use and enjoyment of the Premises is substituted therefore and is concurrently made available therefore. Tenant understands and agrees that there may be inconveniences caused by construction or renovations of buildings and roadways, and Tenant hereby releases and discharges County from any and all claims, demands or causes of action which Tenant now or any time hereinafter may have against County arising or alleged to arise out of the closing of any right of way or other area used as such whether within or without Airport. If Tenant shall damage any facility of the Airport, including but not limited to hangars, buildings, runways, taxiways, roads, utility extensions, lighting, signs, towers, signs or any other similar facility, Tenant shall be obligated to repair at its expense or to pay the necessary and reasonable cost of repairs to County without regard to whether or not said damage is caused by negligence on the part of Tenant.

14. COUNTY'S RESPONSIBILITY TO TENANT'S PROPERTY

It is further understood and agreed that the County assumes no responsibility for damage or loss that may occur to Tenant's property on Premises, and the only obligation the County assumes is that it will not negligently or willfully and intentionally damage the property of the Tenant.

15. DAMAGE OR DESTRUCTION

If any portion of the structure on the Premises or the appurtenances thereto shall be damaged or destroyed by a fire or any other cause, and this Lease is not terminated as hereinafter provided, County may remove the debris and restore the structure to a complete architectural unit. Should such damage or destruction (a) exceed \$10,000.00 or (b) result from a cause not covered under standard extended coverage insurance, Tenant may, not later than sixty (60) days after the date of such damage or destruction, elect to terminate this Lease by giving notice to County, such termination to be effective not later than one hundred and twenty (120) days after the date of such damage or destruction. If this lease is not so terminated, it shall continue and Tenant shall not be entitled to any reduction of abatement of rent.

16. RELOCATION OF PREMISES

County may, to conform to the Master Plan for Canyonlands Field, at its option, relocate the Premises covered by this Lease to another part of the Airport upon sixty (60) days written notice to Tenant, at any time during the term of this Agreement; provided that such right to relocate shall not treat Tenant less favorably than other tenants of County similarly situated. At the time of such relocation, County shall purchase from Tenant at fair market value as determined by appraisal performed by a local appraiser acceptable to both Tenant and County, all fixed improvements on the Lease hold. In the event that the Premises is relocated, County shall provide Tenant with a similarly sized leased space, in a location generally comparable with adequate access to airplanes, motor vehicles and pedestrians to and from the new structures, runways, taxiways, and from adjacent streets and sidewalks, and ready for Tenant's occupancy on or before that date Tenant surrenders possession of the premises. In such event, the new structure and apron shall be the property of and title shall be vested in the County and the rental shall be renegotiated and a new lease shall be interred into. If County and Tenant cannot reach agreement on a new lease, either party may terminate this lease and such negotiations by notice to the other party.

County shall also have the right upon (60) days prior written notice to Tenant, at any time during the term of this Lease or as the same may be extended, to make such minor alterations of the parking area as are reasonable, provided that (a) County shall not treat Tenant less favorably than other tenants of County similarly situated, (b) such alterations shall be at no cost to Tenant, (c) no such alterations shall deprive Tenant of any portion of the Premises or any rights of use thereof as granted by this Lease. Upon such alterations, County agrees to furnish Tenant with a new plot plan and legal description and the rent under this Lease shall be reduced according to the extent Tenant is deprived of the use or benefit of any portion of the Premises or of any rights under this Lease.

17. DEFAULT

If any one or more of the following events (herein called default) shall happen and be continuing, namely; (a) Tenant shall fail to pay any fee or other sum of money to County

when same is due and such failure continues for sixty (60) days after County has given Tenant written notice specifying the amount due; (b) Tenant shall file a voluntary petition in bankruptcy or a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Code or Tenant shall make an assignment for the benefit of creditors; (c) an involuntary petition in bankruptcy against Tenant or petition or answer made by a person other than Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Code is filed, or if a receiver is appointed having jurisdiction of the business property or assets of Tenant on the Premises; (d) if Tenant shall abandon or vacate the Premises and fail to make payment of rent herein under for a period of sixty (60) days after receipt of written notice from County, and, in any of such event, if Tenant shall not properly commence and expeditiously pursue action to dismiss any such involuntary petition or answer or to vacate such receivership, or, if after diligently exhausting Tenant's remedies, such petition shall not be dismissed or the receivership vacated, then, in any of such events, County shall have the immediate right to expel Tenant or any person, or persons occupying the same, with or without legal process, and in any such event, Tenant agrees to peaceably and quietly yield up and surrender the Premises to County provided, however, that if a default occurs under subparagraph "(a)" above and there is a bona fide dispute as to the existence of such default (which shall not include a dispute over payment of rent except under conditions of abatement or reduction of utility fees due County) and all undisputed amounts are paid, said sixty (60) day period specified in subparagraph "(a)" shall not commence to run until such dispute is settled by final court decree, or mutual agreement.

18. CANCELLATION BY TENANT

This Lease shall be subject to cancellation by Tenant after the happening of one or more of the following events:

- (A) The permanent abandonment of the Airport for general aviation.
- (B) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict Tenant for a period of at least ninety (90) days from operating thereon.
- (C) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport.
- (D) The default by County in the performance of any covenant or agreement herein required to be performed by County and the failure of County to remedy such default for a period of thirty (30) days after receipt from Tenant of written notice to remedy the same. If the nature of the default is such that it cannot be cured within thirty (30) days, County shall be deemed to have cured such default if it, or its nominee, shall, within such

thirty (30) day period, commence performance to cure default and thereafter diligently prosecute the same to completion.

(E) Tenant may exercise such right of termination by written notice to County at any time after the lapse of the applicable periods of time and this Agreement shall terminate as of that date. Fees due herein under shall be payable only to the date of said termination.

19. RIGHTS UPON TERMINATION

If applicable, upon termination of this lease for any reason, including expiration of the full term of said lease, and any extensions or renewal, County may require Tenant to remove any structures Tenant has title to from premises. Said removal shall occur at Tennant's expense and shall be complete, including the capping of all utility services as prescribed by County at time of removal. Removal shall be complete and acceptable to County within four (4) months from the date of termination of this lease. If Tenant elects to remove said structure as per this paragraph, such removal shall not commence until the Tennant posts a bond with County in an amount to be mutually agreed upon, but in any case sufficient to indemnify County against any costs that might be incurred by County if Tennant shall for any reason fail to complete the removal of said structure and the cleanup of premises within four (4) months of said termination of lease.

20. TERMINATION BY COUNTY

This lease agreement shall be subject to cancellation by the county in the event of any or more of the following:

(A) Failure to Pay. The Tenant fails to pay the fees and charges or to make any other payments required hereunder when due to the County and failure of the Tenant to remedy such breach for a period of ten (10) days after receipt from the County of written notice to remedy the same.

(B) Loss of License or Permit. The happening of any act or event, which results in the revocation of the right, power, license, permit, and authority necessary for the conduct and operation of the business, authorized herein for a period of thirty (30) days or more.

(C) Breach. The breach by the Tenant in the performance of any covenant or agreement herein required to be performed by the Tenant and failure of the Tenant to remedy such breach for a period of more than thirty (30) days after receipt from the County of written notice to remedy the same.

(D) Transferring of Interest. The transfer of the Tenants interest in this agreement without the prior written approval of the County is prohibited.

(E) Criminal Activity. Lease shall become null and void in the event the Tenant engages in or commits any criminal acts against persons or property located on the premises.

(E) Legal Issues. Tenant becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States, or of any state law, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property or its property located within the Tenants premises.

The levy of any attachment or execution, or the appointment of any receiver, or the execution of any other process of any court of competent jurisdiction which is not vacated, dismissed, or set aside within a period of ninety (90) days and which does, or as a direct consequence of such process will, interfere with Tenants use of the leased premises or with its operations under this lease agreement;

By order or decree of court, Tenant is adjudged bankrupt, or an order is made approving a petition filed by any of the creditors of Tenant seeking reorganization or readjustment of its indebtedness under the federal bankruptcy laws, or under any law or statute of the United States, or any state thereof.

By pursuant to, or under authority of, any legislative act, resolution, or rule, order or decree of any court, governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator takes possession or control of all or substantially all of the property of Tenant, and such possession or control continues in effect for a period of ninety (90) days. Any lien is filed against the leased premises because of any act or omission of Tenant and such lien is not removed, enjoined, or a bond for satisfaction of such lien is not posted within sixty (60) days.

21. ADMINISTRATIVE AND COMPLIANCE REQUIREMENTS

(A) Accounts. The tenant shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this lease.

(B) Reports. If applicable, the Tenant will report to the County monthly, the number of passengers enplaned and the number of landings for the preceding month. Reports will be due to the County before the 1st Monday of every month.

Passenger enplanements for operations falling under FAA parts 121 or 135 will be reported to the FAA on applicable forms FAA Form T100 or FAA Form 1800-31 (1-13) and sent to the following address;

Federal Aviation Administration
Office of Airport Planning & Programming, APP-400
800 Independence Ave, SW
Washington DC 20591
Email: Sharon.glasgow@faa.gov or luis.loarte@faa.gov

Tel: (202) 267-8739
Fax: (202) 267-5257

(C) Audit and Inspection. At any time during normal business hours and as frequently as deemed necessary, the Tenant shall make available to the County or their agents for their examination, all of its records pertaining to all matters covered by this lease and permit these agencies to audit, examine, make excerpts, or transcripts from such records, contracts, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this lease.

(D) Retention of Records. All records in the possession of the Tenant pertaining to this lease shall be retained by the Tenant for a period of three (3) years beginning with the date upon which this lease is issued. All records shall be retained beyond the three-year period if audit findings have not resolved within that period or if other disputes have not been resolved.

(E) Civil Rights Provision, Discrimination in Employment. The Tenant shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, or physical or mental disability. The County should take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include but may not be limited to the following: employment, upgrading, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Tenant agrees to post notices setting forth the provisions of the non-discrimination clause in conspicuous places so as to be available to employees.

(F) Federal and State Labor Laws. The Tenant shall be required to meet and maintain all applicable Federal and/or Utah state labor laws, which include but are not limited to; EEOC, Federal Minimum Wage, OSHA, FMLA, USERRA, Employee Polygraph Protection Act, Workers Compensation, and Unemployment Insurance.

(G) That in the event of failure to correct any breach of any of the non-discrimination covenants pursuant to part 21 of the Regulations of the Office of the Secretary of Transportation, County shall have the right to terminate this lease and to re-enter and repossess said leased space and the facilities thereon and hold the same as if said lease had never been made or issued.

22. SPONSOR'S ASSURANCES

This Lease shall be subordinate to the provisions of any existing or future agreements between County and the United States Government, relative to the operation and maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of Federal funds for the development of the Airport to the extent that the provisions of any such existing or future agreements are generally

required by the United States at other civil air carrier airports receiving Federal funds and provided that County agrees to give Tenant written notice in advance of execution of such agreements of any provisions which will modify the terms of this Lease.

23. RIGHT OF FLIGHT

Tenant understands and agrees that County reserves the right of flight for the passage of aircraft above the surface of the Premises herein under in accordance with Federal Aviation Administration criteria, and such right of flight shall include the right to cause in such airspace such noises as may be inherent to the operation of aircraft now known or hereinafter used for navigation of or flight in the air; and that County reserves the right to use such airspace for landing at, taking off from or operating aircraft on or over said Airport.

24. NOTICE AND PLACE FOR PAYMENT OF FEES

Any notice or demand of any kind which County may be required to serve on Tenant under terms of this Lease, may be served upon Tenant (as an alternative to personal service upon Tenant) by mailing a copy thereof by certified or registered mail, return receipt requested, addressed to:

Address: Vaisala Inc.
2705 E Medina Rd
Tucson AZ 85706

Phone: 520-806-7400
E-mail: david.oosting@vaisala.com

Or at any other such place as Tenant may designate to County in writing. Any notice or demand of any kind which Tenant may be required or desire to serve upon County under terms of this Lease, may be served upon County (as an alternative to personal service upon County) by mailing a copy thereof by certified or registered mail, return receipt requested, addressed to:

Grand County Clerks/Auditor
125 East Center St
Moab, Utah 84532

Or at any other such place as County may designate to Tenant in writing. Fees shall be paid to County at the address set forth in this Article 2. No successor to County's interest shall be entitled to receive Fee payments until Tenant shall have been furnished with (a) a letter signed by the grantor of such interest setting forth the name and address of the person entitled to receive such rent; and (b) a photo static copy of the deed or other instrument by which such interest passed.

25. COUNTY'S RIGHT TO INSPECT

Tenant agrees that County or authorized designee may inspect the premises at any reasonable time with respect to fire prevention and to ensure compliance with all sections of this lease. For this purpose, Tenant agrees to furnish designated County representative with access to Tenant's hangar, facility, office or any other space on the leased Premises, and upon notice from County, correct any condition which constitutes a fire or health hazard or unauthorized use of the Premises.

26. HOLDING OVER

In the event Tenant shall hold over and remain in possession of the Premises after the expiration of the Lease, without any written renewal thereof, such holding over shall not operate as a renewal or extension of this Lease but shall only create a tenancy from month to month, which may be terminated at any time by County.

27. COMPLIANCE WITH LAWS

Tenant agrees to abide by and conform to all of the Airport Minimum Standards, Airport Rules & Regulations, County policies, County ordinances, and actions by the Grand County Council, County and State and Federal Laws and regulations pertaining to operations and activities of Tenant at or upon the Canyonlands Airport whether now in effect or hereinafter enacted. County agrees that such rules, regulations, ordinances and actions will not treat Tenant less favorably than those similarly situated as Tenant at the Canyonlands Airport. Tenant agrees that if it fails to correct violations of any such airport rules and regulations, minimum standards, County policies, County Ordinances, actions by the County Council, State or Federal laws pertaining to Airport fire, health and safety within a reasonable time after actual notice of violation thereof from County, County may, in addition to any other remedies provided by law, statute or in equity, after reasonable time and notice, cause such violations to be cured for the account and at the expense of Tenant, and all sums so expended by County together with twenty (20%) percent for cost of administration shall be paid by Tenant on demand or cause this Lease to be cancelled.

28. ASSIGNMENT AND SUBLETTING

The Tenant shall not assign, transfer, sublet, pledge, hypothecate, surrender or otherwise encumber or dispose of this Lease or any estate created by this Lease or any interest in any portion of the same, or permit any other person, or persons, company or corporation to occupy the Premises without the written consent of the County being first obtained and such must be made subject to the terms and conditions of this Lease. Such written consent shall not be unreasonably withheld.

29. RENEWAL OPTION

Tenant has the option to renew this Lease for a 5 year term under the same conditions by giving notice in writing to County no less than thirty days prior to the expiration of the first term. In the event that the Tenant is in default or breach of this lease the County may deny such request.

30. COSTS AND ATTORNEYS' FEES

The parties agree that in the event of default, the defaulting party agrees to pay all reasonable costs and attorney's fees and expenses in enforcing the Lease. Any action commenced concerning the provisions of this Lease shall be in Grand County, Utah.

31. MISCELLANEOUS PROVISIONS

The various rights and remedies herein contained and reserved to each of the parties, shall not be considered as exclusive of any other right or remedy of such party but shall be construed as cumulative and shall be in addition to every other remedy now or hereinafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall be construed as a waiver of any default or nonperformance or as acquiescence therein.

Nothing herein contained nor any acts of the parties hereto shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that the relationship between the parties hereto is that of landlord and tenant.

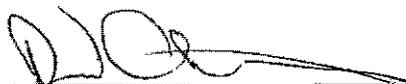
It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, as amended.

The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles and sections. When required by the context, the singular shall include the plural and the neuter gender shall include the feminine and masculine genders and shall include a corporation, firm or association.

All negotiations and oral agreements acceptable to both parties have been incorporated herein. This Lease may not be amended or modified by any act or conduct of any of the parties or by any oral agreement which is not reduced to writing.

This agreement has been made in and shall be construed in with the laws of the State of Utah.

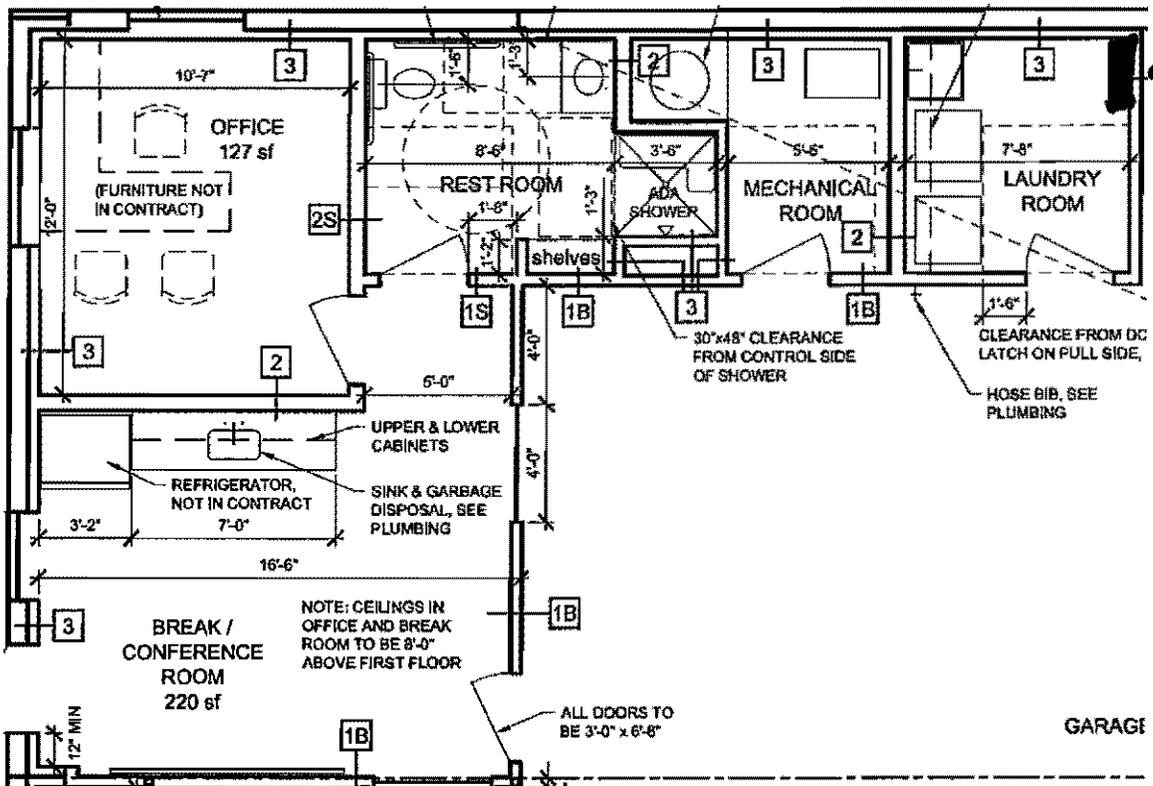
All rights and obligations of the parties under this Lease shall bind and the benefits shall inure to their respective heirs, representatives, successors and assigns.
Witness the hands of the parties the day and year first above set forth.

ATTEST:  6/10/2014
David Oosting, Vaisala Inc., (Tenant) Date

ATTEST: _____
Lynn Jackson, (County Council Chair) Date

ATTEST: _____
Diana Carroll, (County Clerk Auditor) Date

EXHIBIT "A" DESCRIPTION OF LEASE AREA



Leased area consists of 3 sq./ft. of shelf space located in the laundry room of the ARFF building, and 18 sq./ft. of space on the roof of the ARFF building for antenna and communications dish.

GRAND COUNTY
COUNTY COUNCIL MEETING
AUGUST 19, 2014

Agenda Item: L

TITLE:	Approving Proposed Office Lease Agreement with Canyonlands Jeep Adventures at Canyonlands Field Airport
FISCAL IMPACT:	\$2,017.92 in annual revenue, (\$168.16/mo.)
PRESENTER(S):	Kelly Braun, Airport Manager

Prepared By:

Kelly Braun
Airport Manager
Grand County
125 E Center St
Moab UT 84532
435 259-4849
kbraun@grandcountyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

**APPROVED BOILER PLATE
LEASE**

RECOMMENDATION:

I move to approve the proposed 2 year office lease agreement with Canyonlands Jeep Adventures at the Canyonlands Field airport and authorize the Chair to sign associated documents.

BACKGROUND:

Canyonlands Jeep Adventures and Car Rental have been serving Canyonlands Field since 2012 and are currently operating on month to month bases. Mr. Lawry, owner of Canyonlands Jeep Canyonlands Jeep Adventures has proposed a 2 year office lease at Canyonlands Field. The company would be operating a car rental business in the airport terminal building. This lease is for counter space located in airport terminal building identified in Exhibit "A". The lease would be beneficial to the county by generating additional income at the airport.

Canyonlands Jeep has been a reliable tenant who has paid their rent on time and abided by current lease terms.

The Boiler Plate for this lease has been reviewed by the County Attorney's Office and this lease was also reviewed and recommended for approval by the Airport Board during their August 4th meeting.

ATTACHMENT(S):

Office lease between Grand County, UT and Canyonlands Jeep Adventures including Exhibit "A" which defines the leased space in the terminal.

Office Lease Agreement at Canyonlands Field between Canyonlands Jeep Adventures and Grand County

This Agreement, made and entered into as of **May 6th, 2014**, by and between **Grand County**, herein after referred to as "**County**" and **Canyonlands Jeep Adventures, Steve Lawry owner**, hereinafter referred to as "**Tenant**".

WITNESSETH. County hereby leases and lets to Tenant and Tenant hereby rents from County the premises (hereinafter referred to as "Premises") located on Canyonlands Field (hereinafter referred to as "Airport" consisting of **42** square feet, more or less as described in Exhibit "A" attached hereto.

1. TERM

The term of this lease shall be for **2** years commencing on **May 1st, 2014**, and shall expire at midnight **May 1st, 2016**, a **1** year option may be granted per section 29 of this lease.

2. RENT

(A) Tenant agrees to pay County during the term of this lease a monthly rent of \$168.16, Payable in advance. Rent is based upon 42sq/ft of leased space at the rate of **\$3.00/sq./ft./mo.**, and \$42.16 for water and sewage. The rental installment for any fractional month shall be prorated. Tenant shall have exclusive use of the parcel particularly described on Exhibit "A", in the passenger terminal building located at 94 W. Aviation Way, Moab UT 84532. Rent to be remitted to: **County Clerk, 125 East Center, Moab, Utah 84532.**

(B) Without waiving any other right of action available to County in the event of default in payment of fees hereunder, in the event that Tenant is delinquent for a period of thirty (30) days or more in paying to County any fees payable to County pursuant to this Agreement, Tenant agrees to pay County a late charge equal to ten percent (10%) of the total said delinquent fee. Any payments past due more than sixty (60) days shall also have interest added thereon at the rate of twenty percent (20%) per annum.

3. USES AND PRIVILEGES OF TENANT

County hereby grants to the Tenant the following uses and privileges.

(A) Tenant agrees that this lease is granted and limited to the Tenant for the purpose in connection with the business of a vehicle rental service. Major repairs and maintenance to Tenants aircraft, vehicles and equipment are not allowed. Aircraft, vehicle and equipment maintenance is strictly limited to typical and customary cleaning, and the replenishment of fluids. Tenant agrees to use the premises leased for the use and benefit of the public and to furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory

6. TAXES AND LICENSES

Tenant shall pay on or before the last date on which payment therefore may be made without penalty or interest and regardless of whether Grand County is a part thereto, all taxes, assessments, licenses and charges levied against Tenant's personal property, and all licenses and permits necessary for Tenant's operations under Federal or State statutes or local ordinances, insofar as they are applicable to operations at Canyonlands Field (hereinafter called "impositions"). Tenant may protest by appropriate proceedings in good faith and at its expense, the existence, amount, or validity thereof or the extent of Tenant's liability therefore. County shall not have the right to pay any such imposition thereby contested. Tenant agrees to indemnify County and hold County harmless from any and all losses, judgments, decrees, costs, (including reasonable attorney's fees), claims or demands for payment of such impositions or arising from Tenant's contest thereof.

7. NET LEASE

This Lease shall be without cost to County for the maintenance or operation of Premises. Tenant represents that Tenant has inspected the Airport, all its premises and facilities and that Tenant accepts the condition of same and fully assumes all risks incident to the use thereof. It shall be the sole responsibility of Tenant to develop, maintain, repair and operate the entirety of the Premises and all improvements and facilities thereon at Tenant's sole cost and expenses.

8. REPAIR AND MAINTENANCE

Tenant shall not permit rubbish, debris waste material or anything unsightly or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the Premises or to be disposed of improperly. Tenant agrees to maintain the leased area in a way that will reflect positively on the overall appearance of the passenger terminal or any space identified herein. It shall be the sole responsibility of the Tenant to provide routine or scheduled janitorial services and operate the premises at the Tenants sole cost and expense. The Tenant is responsible for any major repairs or capital expenditure over \$100 per incident on the premises resulting from actions of the Tenant. Tenant expressly waives the right to make repairs at the expense of the County provided for in any statute or law now in effect or hereafter enacted.

If Tenant fails to make any repairs or do any work required of it under the terms of this lease within thirty (30) days after written notice of the need therefore has been given by the County to Tenant, the County may cause to be performed such work for the account and at the expense of Tenant. All sums so expended by County, together with twenty (20%) percent of cost for administration, shall be paid by Tenant on demand.

9. UTILITIES

County agrees to pay all charges for electricity, propane gas. Water, sewer and trash will be charged according to the Grand County consolidated fee schedule. Trash removal from the leased space will be performed by the Tenant and placed in the waste receptacle provided by the County. The use of supplemental heating or cooling devices is prohibited. Lighting in areas of the premises not occupied for longer than 30 minutes shall be turned off.

10. FIRE EXTINGUISHERS

It is understood and agreed that Tenant will at its own expense install and maintain fire extinguishers as required by federal, state, and local laws. Said fire extinguishers shall meet all applicable requirements, and shall be of such number and capacity as to adequately safeguard the Premises against fire hazards.

11. INDEMNIFICATION

County, its officers, representatives, agents and employees shall not be responsible or liable for, and Tenant agrees to indemnify, release and defend County, its officers, representatives, agents and employees from all claims, damages, expenses, liabilities and judgments, (a) for injury to persons, loss of life or damage to property occurring on the Premises (including property and officers, employees and agents of County);(b) arising from Tenant's operations pursuant to this Agreement; (c) for workers compensation claims; and (d) for acts and omissions of Tenant's officers, employees, representatives, agents, servants, invitees, patrons, customers, subtenants contractors, subcontractors, successors, assigns, suppliers, and all other persons doing business with Tenant (excluding County, its officers, employees, representatives, and agents). Tenant shall not be liable for damage or injury occasioned by the negligence of the County, its designated agents, servants or employees. Tenant's liability under this paragraph shall be reduced by the proceeds from any insurance carried by Tenant to the extent that such proceeds are applied toward payment of such claims, damages, expenses, liabilities and judgments.

12. LIABILITY INSURANCE

Tenant agrees to maintain insurance covering its Facility on the Airport against claims of bodily injury liability and property damage liability. Said insurance shall have limits of no less than \$300,000.00 per person, \$2,000,000.00 per occurrence and \$1,000,000.00 property damage. County shall be named as additional insured. Such insurance shall contain a provision that it may not be cancelled or materially changed or altered to adversely affect the interests of the additional insured (except to increase the limits or broaden the coverage) without first giving thirty (30) days prior written notice to County.

13. OBLIGATIONS OF COUNTY

(A) Clear Title. County covenants and agrees that at the granting and delivery of this Agreement it is well seized of the Premises and has good title thereto, free and clear of all liens and encumbrances having priority over this Lease, and that County has full right

and authority to lease the same. County agrees that Tenant, upon paying the fees and performing the other covenants of this Agreement to be performed by Tenant, shall peaceably and quietly have, hold and enjoy the Premises for the full term of the Agreement and as the same may be extended as hereinafter provided.

(B) Operation as Public Airport. County or its successor covenants that it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances Agreement given by County to the United States Government under the Federal Airport and Airway Development Act.

(C) Operation of Building Systems. County or its appointed agent shall be the sole operator of building heating, cooling, water and electrical systems. Wintertime heating system shall be set so as to maintain a temperature range of 66 F to 72 F. Summertime cooling system shall be set so as to maintain a temperature range of 74 F to 78 F. All temperature measurements shall be made only at the location of a central thermostat. County assumes no responsibility for building temperatures outside the stated ranges in the event of system failures.

(D) Maintenance of Airport. County reserves the right to develop, improve, and maintain all public areas and facilities as County shall see fit. County shall, throughout the term hereof, maintain all public areas and facilities, such as access roads on the Airport, providing access in good and adequate condition for use by cars and trucks, and shall maintain clear and uninterrupted access to the parking area over said access areas and roads at all time; provided, however, County may, at any time, temporarily or permanently close, any roadway or right of way for such access, ingress or egress whether inside or outside the terminal building, or any other area at Airport, in its environs presently or hereafter used as such, so long as a means of access, ingress and egress reasonably equivalent to that formerly provided, and not adverse to Tenant's continued use and enjoyment of the Premises is substituted therefore and is concurrently made available therefore. Tenant understands and agrees that there may be inconveniences caused by construction or renovations of buildings and roadways, and Tenant hereby releases and discharges County from any and all claims, demands or causes of action which Tenant now or any time hereinafter may have against County arising or alleged to arise out of the closing of any right of way or other area used as such whether within or without Airport. If Tenant shall damage any facility of the Airport, including but not limited to hangars, buildings, runways, taxiways, roads, utility extensions, lighting, signs, towers, signs or any other similar facility, Tenant shall be obligated to repair at its expense or to pay the necessary and reasonable cost of repairs to County without regard to whether or not said damage is caused by negligence on the part of Tenant.

14. COUNTY'S RESPONSIBILITY TO TENANT'S PROPERTY

It is further understood and agreed that the County assumes no responsibility for damage or loss that may occur to Tenant's property on Premises, and the only obligation the

County assumes is that it will not negligently or willfully and intentionally damage the property of the Tenant.

15. DAMAGE OR DESTRUCTION

If any portion of the structure on the Premises or the appurtenances thereto shall be damaged or destroyed by a fire or any other cause, and this Lease is not terminated as hereinafter provided, County may remove the debris and restore the structure to a complete architectural unit. Should such damage or destruction (a) exceed \$10,000.00 or (b) result from a cause not covered under standard extended coverage insurance, Tenant may, not later than sixty (60) days after the date of such damage or destruction, elect to terminate this Lease by giving notice to County, such termination to be effective not later than one hundred and twenty (120) days after the date of such damage or destruction. If this lease is not so terminated, it shall continue and Tenant shall not be entitled to any reduction of abatement of rent.

16. RELOCATION OF PREMISES

County may, to conform to the Master Plan for Canyonlands Field, at its option, relocate the Premises covered by this Lease to another part of the Airport upon sixty (60) days written notice to Tenant, at any time during the term of this Agreement; provided that such right to relocate shall not treat Tenant less favorably than other tenants of County similarly situated. At the time of such relocation, County shall purchase from Tenant at fair market value as determined by appraisal performed by a local appraiser acceptable to both Tenant and County, all fixed improvements on the Lease hold. In the event that the Premises is relocated, County shall provide Tenant with a similarly sized leased space, in a location generally comparable with adequate access to airplanes, motor vehicles and pedestrians to and from the new structures, runways, taxiways, and from adjacent streets and sidewalks, and ready for Tenant's occupancy on or before that date Tenant surrenders possession of the premises. In such event, the new structure and apron shall be the property of and title shall be vested in the County and the rental shall be renegotiated and a new lease shall be interred into. If County and Tenant cannot reach agreement on a new lease, either party may terminate this lease and such negotiations by notice to the other party.

County shall also have the right upon (60) days prior written notice to Tenant, at any time during the term of this Lease or as the same may be extended, to make such minor alterations of the parking area as are reasonable, provided that (a) County shall not treat Tenant less favorably than other tenants of County similarly situated, (b) such alterations shall be at no cost to Tenant, (c) no such alterations shall deprive Tenant of any portion of the Premises or any rights of use thereof as granted by this Lease. Upon such alterations, County agrees to furnish Tenant with a new plot plan and legal description and the rent under this Lease shall be reduced according to the extent Tenant is deprived of the use or benefit of any portion of the Premises or of any rights under this Lease.

17. DEFAULT

If any one or more of the following events (herein called default) shall happen and be continuing, namely; (a) Tenant shall fail to pay any fee or other sum of money to County when same is due and such failure continues for sixty (60) days after County has given Tenant written notice specifying the amount due; (b) Tenant shall file a voluntary petition in bankruptcy or a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Code or Tenant shall make an assignment for the benefit of creditors; (c) an involuntary petition in bankruptcy against Tenant or petition or answer made by a person other than Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Code is filed, or if a receiver is appointed having jurisdiction of the business property or assets of Tenant on the Premises; (d) if Tenant shall abandon or vacate the Premises and fail to make payment of rent herein under for a period of sixty (60) days after receipt of written notice from County, and, in any of such event, if Tenant shall not properly commence and expeditiously pursue action to dismiss any such involuntary petition or answer or to vacate such receivership, or, if after diligently exhausting Tenant's remedies, such petition shall not be dismissed or the receivership vacated, then, in any of such events, County shall have the immediate right to expel Tenant or any person, or persons occupying the same, with or without legal process, and in any such event, Tenant agrees to peaceably and quietly yield up and surrender the Premises to County provided, however, that if a default occurs under subparagraph "(a)" above and there is a bona fide dispute as to the existence of such default (which shall not include a dispute over payment of rent except under conditions of abatement or reduction of utility fees due County) and all undisputed amounts are paid, said sixty (60) day period specified in subparagraph "(a)" shall not commence to run until such dispute is settled by final court decree, or mutual agreement.

18. CANCELLATION BY TENANT

This Lease shall be subject to cancellation by Tenant after the happening of one or more of the following events:

- (A) The permanent abandonment of the Airport for general aviation.
- (B) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict Tenant for a period of at least ninety (90) days from operating thereon.
- (C) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport.
- (D) The default by County in the performance of any covenant or agreement herein required to be performed by County and the failure of County to remedy such default for a period of thirty (30) days after receipt from Tenant of written notice to remedy the

same. If the nature of the default is such that it cannot be cured within thirty (30) days, County shall be deemed to have cured such default if it, or its nominee, shall, within such thirty (30) day period, commence performance to cure default and thereafter diligently prosecute the same to completion.

(E) Tenant may exercise such right of termination by written notice to County at any time after the lapse of the applicable periods of time and this Agreement shall terminate as of that date. Fees due herein under shall be payable only to the date of said termination.

19. RIGHTS UPON TERMINATION

If applicable, upon termination of this lease for any reason, including expiration of the full term of said lease, and any extensions or renewal, County may require Tenant to remove any structures Tenant has title to from premises. Said removal shall occur at Tennant's expense and shall be complete, including the capping of all utility services as prescribed by County at time of removal. Removal shall be complete and acceptable to County within four (4) months from the date of termination of this lease. If Tenant elects to remove said structure as per this paragraph, such removal shall not commence until the Tennant posts a bond with County in an amount to be mutually agreed upon, but in any case sufficient to indemnify County against any costs that might be incurred by County if Tennant shall for any reason fail to complete the removal of said structure and the cleanup of premises within four (4) months of said termination of lease.

20. TERMINATION BY COUNTY

This lease agreement shall be subject to cancellation by the county in the event of any or more of the following:

(A) Failure to Pay. The Tenant fails to pay the fees and charges or to make any other payments required hereunder when due to the County and failure of the Tenant to remedy such breach for a period of ten (10) days after receipt from the County of written notice to remedy the same.

(B) Loss of License or Permit. The happening of any act or event, which results in the revocation of the right, power, license, permit, and authority necessary for the conduct and operation of the business, authorized herein for a period of thirty (30) days or more.

(C) Breach. The breach by the Tenant in the performance of any covenant or agreement herein required to be performed by the Tenant and failure of the Tenant to remedy such breach for a period of more than thirty (30) days after receipt from the County of written notice to remedy the same.

(D) Transferring of Interest. The transfer of the Tenants interest in this agreement without the prior written approval of the County is prohibited.

(E) Criminal Activity. Lease shall become null and void in the event the Tenant engages in or commits any criminal acts against persons or property located on the premises.

(E) Legal Issues. Tenant becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States, or of any state law, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property or its property located within the Tenants premises.

The levy of any attachment or execution, or the appointment of any receiver, or the execution of any other process of any court of competent jurisdiction which is not vacated, dismissed, or set aside within a period of ninety (90) days and which does, or as a direct consequence of such process will, interfere with Tenants use of the leased premises or with its operations under this lease agreement;

By order or decree of court, Tenant is adjudged bankrupt, or an order is made approving a petition filed by any of the creditors of Tenant seeking reorganization or readjustment of its indebtedness under the federal bankruptcy laws, or under any law or statute of the United States, or any state thereof.

By pursuant to, or under authority of, any legislative act, resolution, or rule, order or decree of any court, governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator takes possession or control of all or substantially all of the property of Tenant, and such possession or control continues in effect for a period of ninety (90) days. Any lien is filed against the leased premises because of any act or omission of Tenant and such lien is not removed, enjoined, or a bond for satisfaction of such lien is not posted within sixty (60) days.

21. ADMINISTRATIVE AND COMPLIANCE REQUIREMENTS

(A) Accounts. The tenant shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this lease.

(B) Audit and Inspection. At any time during normal business hours and as frequently as deemed necessary, the Tenant shall make available to the County or their agents for their examination, all of its records pertaining to all matters covered by this lease and permit these agencies to audit, examine, make excerpts, or transcripts from such records, contracts, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this lease.

(C) Retention of Records. All records in the possession of the Tenant pertaining to this lease shall be retained by the Tenant for a period of three (3) years beginning with the date upon which this lease is issued. All records shall be retained beyond the three-year

period if audit findings have not resolved within that period or if other disputes have not been resolved.

(D) Civil Rights Provision, Discrimination in Employment. The Tenant shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, or physical or mental disability. The County should take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include but may not be limited to the following: employment, upgrading, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Tenant agrees to post notices setting forth the provisions of the non-discrimination clause in conspicuous places so as to be available to employees.

(E) Federal and State Labor Laws. The Tenant shall be required to meet and maintain all applicable Federal and/or Utah state labor laws, which include but are not limited to; EEOC, Federal Minimum Wage, OSHA, FMLA, USERRA, Employee Polygraph Protection Act, Workers Compensation, and Unemployment Insurance.

(F) That in the event of failure to correct any breach of any of the non-discrimination covenants pursuant to part 21 of the Regulations of the Office of the Secretary of Transportation, County shall have the right to terminate this lease and to re-enter and repossess said leased space and the facilities thereon and hold the same as if said lease had never been made or issued.

22. SPONSOR'S ASSURANCES

This Lease shall be subordinate to the provisions of any existing or future agreements between County and the United States Government, relative to the operation and maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of Federal funds for the development of the Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil air carrier airports receiving Federal funds and provided that County agrees to give Tenant written notice in advance of execution of such agreements of any provisions which will modify the terms of this Lease.

23. RIGHT OF FLIGHT

Tenant understands and agrees that County reserves the right of flight for the passage of aircraft above the surface of the Premises herein under in accordance with Federal Aviation Administration criteria, and such right of flight shall include the right to cause in such airspace such noises as may be inherent to the operation of aircraft now known or hereinafter used for navigation of or flight in the air; and that County reserves the right to use such airspace for landing at, taking off from or operating aircraft on or over said Airport.

24. NOTICE AND PLACE FOR PAYMENT OF FEES

Any notice or demand of any kind which County may be required to serve on Tenant under terms of this Lease, may be served upon Tenant (as an alternative to personal service upon Tenant) by mailing a copy thereof by certified or registered mail, return receipt requested, addressed to:

Address: Steve Lawry
Canyonlands Jeep Adventures
PO Box 566
Moab UT 84532
Phone: 435-260-1487
E-mail: Jason@moabadventurecenter.com

Or at any other such place as Tenant may designate to County in writing. Any notice or demand of any kind which Tenant may be required or desire to serve upon County under terms of this Lease, may be served upon County (as an alternative to personal service upon County) by mailing a copy thereof by certified or registered mail, return receipt requested, addressed to:

Grand County Clerks/Auditor
125 East Center St
Moab, Utah 84532

Or at any other such place as County may designate to Tenant in writing. Fees shall be paid to County at the address set forth in this Article 2. No successor to County's interest shall be entitled to receive Fee payments until Tenant shall have been furnished with (a) a letter signed by the grantor of such interest setting forth the name and address of the person entitled to receive such rent; and (b) a photo static copy of the deed or other instrument by which such interest passed.

25. COUNTY'S RIGHT TO INSPECT

Tenant agrees that County or authorized designee may inspect the premises at any reasonable time with respect to fire prevention and to ensure compliance with all sections of this lease. For this purpose, Tenant agrees to furnish designated County representative with access to Tenant's hangar, facility, office or any other space on the leased Premises, and upon notice from County, correct any condition which constitutes a fire or health hazard or unauthorized use of the Premises.

26. HOLDING OVER

In the event Tenant shall hold over and remain in possession of the Premises after the expiration of the Lease, without any written renewal thereof, such holding over shall not

The various rights and remedies herein contained and reserved to each of the parties, shall not be considered as exclusive of any other right or remedy of such party but shall be construed as cumulative and shall be in addition to every other remedy now or hereinafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall be construed as a waiver of any default or nonperformance or as acquiescence therein.

Nothing herein contained nor any acts of the parties hereto shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that the relationship between the parties hereto is that of landlord and tenant.

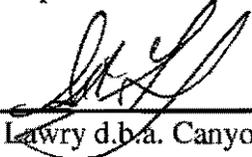
It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, as amended.

The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles and sections. When required by the context, the singular shall include the plural and the neuter gender shall include the feminine and masculine genders and shall include a corporation, firm or association.

All negotiations and oral agreements acceptable to both parties have been incorporated herein. This Lease may not be amended or modified by any act or conduct of any of the parties or by any oral agreement which is not reduced to writing.

This agreement has been made in and shall be construed in with the laws of the State of Utah.

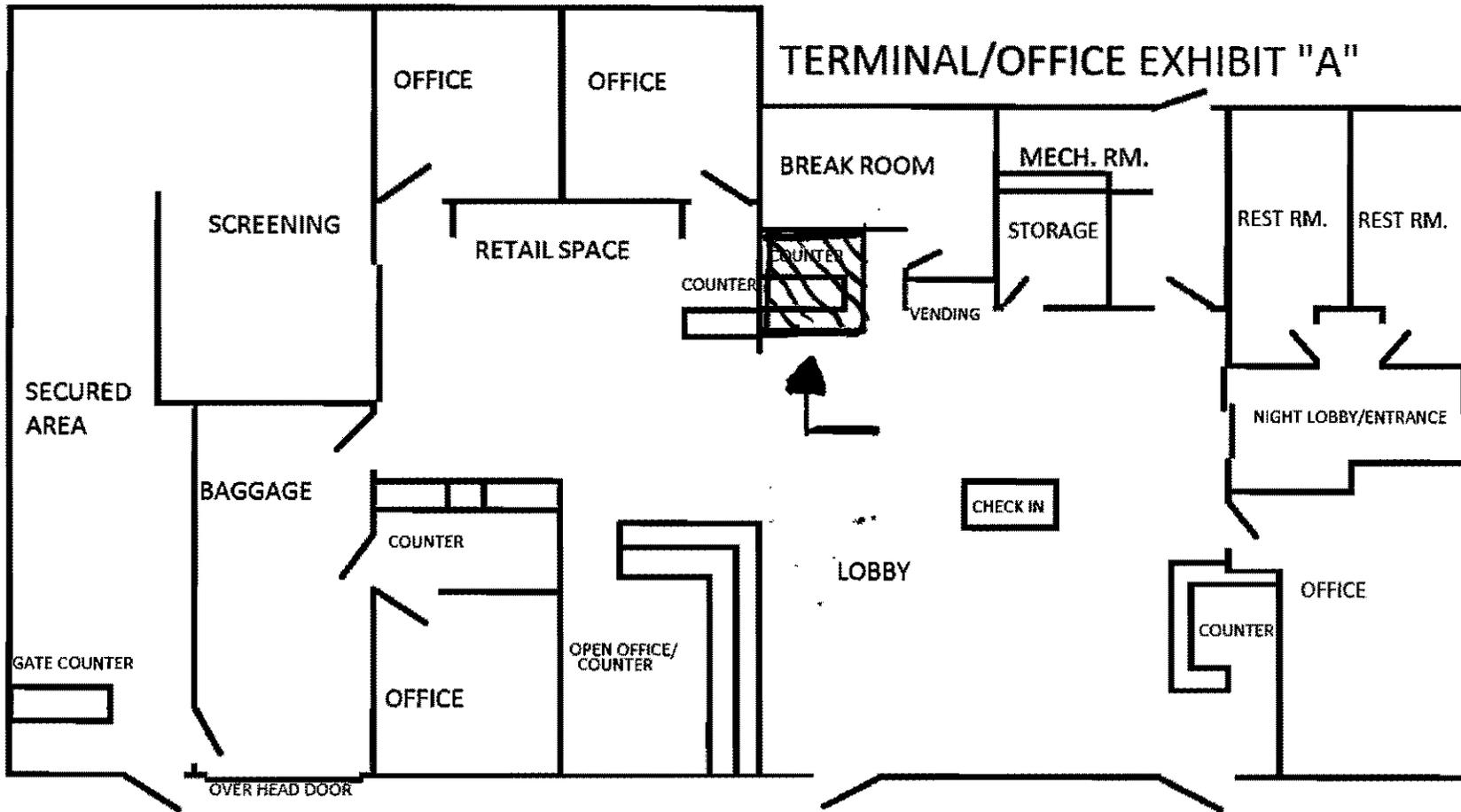
All rights and obligations of the parties under this Lease shall bind and the benefits shall inure to their respective heirs, representatives, successors and assigns.
Witness the hands of the parties the day and year first above set forth.

ATTEST: 

Steve Lawry d.b.a. Canyonlands Jeep Adventures, (owner) Date

ATTEST: _____
Lynn Jackson, (County Council Chair) Date

ATTEST: _____
Diana Carroll, (County Clerk Auditor) Date



**GRAND COUNTY
COUNTY COUNCIL MEETING**

AUGUST 19, 2014

Agenda Item: M

TITLE:	Approving Proposed Office, Hangar, and Ramp Lease Agreement with Redtail Aviation at Canyonlands Field Airport
FISCAL IMPACT:	\$52,649.52 annual revenue (\$4387.46/mo.)
PRESENTER(S):	Kelly Braun, Airport Manager

Prepared By:

Kelly Braun
Airport Manager
110 W Aviation Way
Moab UT 84532
435 259-4849
kbraun@grandcountyutah.net

RECOMMENDATION:

I move to approve a 6 year office, hangar and ramp lease agreement with Redtail Aviation at Canyonlands Field Airport and authorize the Chair to sign associated documents.

BACKGROUND:

Redtail Aviation proposes a 6 year lease for office space in the Canyonlands Field airport terminal building, Hangars A & B, and Ramp Space. Redtail Aviation will provide Fixed Base Operator (FBO) services at the airport which include aircraft charter, rental, instruction, maintenance, fuel sales, and line service.

By providing FBO service at Canyonlands Field our airport becomes a viable asset not only to our local community but to the air service network as well.

When SkyWest began service in March, improvements to the terminal were required. In order to meet the scheduled service start date, per the terms of the Essential Air Service (EAS) contract, Redtail Aviation was more than willing to accommodate any request made by airport management. Redtail gave up office, counter and retail space during the recent terminal remodel and also assumed a portion of the costs for terminal improvements and infrastructure. Redtail has also continued to pay rent for terminal space they no longer occupy. Redtail is therefore asking the county for a rent credit of \$15,000 to help offset those costs. Redtail Aviation has been a reliable tenant that has paid rent on time and has abided by the current lease terms.

The Airport Board reviewed the lease and accompanying documents at the August 4th meeting and recommends its approval.

ATTACHMENT(S):

Lease agreement between Grand County and Redtail Aviation including Exhibit "A" which defines the locations of the leased spaces.

FOR OFFICE USE ONLY:

Attorney Review:

Boiler Plate Lease
Approved

**Office Lease Agreement at Canyonlands Field between *Grand County*
and Arrow West Aviation dba Redtail Aviation**

This Agreement, made and entered into as of **September 1st, 2014**, by and between, **Grand County**, herein after referred to as "**County**" and **Redtail Aviation, Mark Francis, President**, hereinafter referred to as "**Tenant**".

WITNESSETH. County hereby leases and lets to Tenant and Tenant hereby rents from County the premises (hereinafter referred to as "Premises") located on Canyonlands Field, hereinafter referred to as "Airport", consisting of the locations described in Exhibit "A" attached hereto.

1. TERM

The term of this lease shall be for **6** years commencing on **September 1st, 2014**, and shall expire at midnight **September 1st, 2020**. 1 year option may be granted per section 29 of this lease.

2. RENT

(A) Tenant agrees to pay County during the term of this lease a monthly rent of **\$4387.46**, payable in advance. Rent is based upon 352sq. /ft. of leased terminal space, Hangar "A", Hangar "B", Self-Service Fuel Island, 2 fuel truck parking spaces, and 31 aircraft tie down spaces. Rent also includes **\$42.16/mo.** for water and sewage. The rental installment for any fractional month shall be prorated. Tenant shall have exclusive use of the parcel(s) particularly described on **Exhibit "A"**. Office space located in the passenger terminal building at **94 W. Aviation Way, 2 Hangars, located at 96 W. Aviation Way and 100 W. Aviation Way, Moab UT 84532**. County will allow rent credit not to exceed **\$15,000** to help offset necessary remodel and infrastructure costs. Rent to be remitted to: **County Clerk, 125 East Center, Moab, Utah 84532**.

(B) Without waiving any other right of action available to County in the event of default in payment of fees hereunder, in the event that Tenant is delinquent for a period of thirty (30) days or more in paying to County any fees payable to County pursuant to this Agreement, Tenant agrees to pay County a late charge equal to ten percent (10%) of the total said delinquent fee. Any payments past due more than sixty (60) days shall also have interest added thereon at the rate of twenty percent (20%) per annum.

3. USES AND PRIVILEGES OF TENANT

County hereby grants to the Tenant the following uses and privileges.

(A) Tenant agrees that this lease is granted and limited to the Tenant for the purpose in connection with the business of operating an FBO, (Fixed Base Operation), and a FAA part 91, 121 or 135 commercial flight operations.

Major repairs and maintenance to aircraft, vehicles and equipment are allowed only within the confines of tenants leased hangar space.

Maintenance or repairs in locations not identified in this lease are not allowed without prior approval from airport management. Aircraft, vehicle and equipment maintenance located on the ramp or apron is strictly limited to typical and customary cleaning, and the replenishment of fluids.

Tenant agrees to use the premises leased for the use and benefit of the public and to furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service. Tenant is allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

(B) The general use, in common with others authorized so to do, of all public airport facilities and improvements which are now or may hereinafter be connected with or appurtenant to said Airport, except as hereinafter provided. As used herein, the term "Public Airport Facilities" shall include, but not necessarily be limited to, approach areas, runways, taxiways, public aprons, aircraft and automobile parking areas, terminal facilities, or other public facilities appurtenant to said Airport.

(C) The right to ingress to and egress from the Premises over and across public roadways serving the Airport for Tenant, its employees, representatives, agents, patrons, guests and suppliers, subject to such nondiscriminatory and lawful ordinances, rules and regulations as now or may hereafter have application at the Airport.

It is understood and agreed that the County hereby retains the right of ingress and egress over, through and across the Premises to provide access to the property at any time.

(D) It is understood that Tenant hereby agrees to meet any minimum standards and/or rules and regulations that County may from time to time adopt or amend and that this Lease is subordinate to such standards.

4. SIGNS

Tenant shall not, without the prior written approval from the County, erect or display any sign on the Airport, or on the Premises. The term "sign" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters or similar devices.

Prior to erection, construction or placing of any sign on the Airport or upon the Premises, Tenant shall submit to County for approval, drawings, sketches, and dimensions of such signs which shall be in accordance with duly adopted Airport Sign Standards or any applicable standards in the County's Land Use Code. Any conditions, restrictions, or limitations with respect to the use thereof as stated by County in writing shall become conditions of this Lease.

5. IMPROVEMENTS

No construction, alteration or improvement to any building, public or private, to include leased Premises shall be allowed without prior written approval by Grand County.

All construction, alterations or improvements must comply with all Grand County ordinances and meet current building codes.

Any improvements to County owned properties or Premises shall become property of Grand County at the termination of this lease.

6. TAXES AND LICENSES

Tenant shall pay on or before the last date on which payment therefore may be made without penalty or interest and regardless of whether Grand County is a part thereto, all taxes, assessments, licenses and charges levied against Tenant's personal property, and all licenses and permits necessary for Tenant's operations under Federal or State statutes or local ordinances, insofar as they are applicable to operations at Canyonlands Field (hereinafter called "impositions"). Tenant may protest by appropriate proceedings in good faith and at its expense, the existence, amount, or validity thereof or the extent of Tenant's liability therefore. County shall not have the right to pay any such imposition thereby contested. Tenant agrees to indemnify County and hold County harmless from any and all losses, judgments, decrees, costs, (including reasonable attorney's fees), claims or demands for payment of such impositions or arising from Tenant's contest thereof.

7. NET LEASE

This Lease shall be without cost to County for the maintenance or operation of Premises. Tenant represents that Tenant has inspected the Airport, all its premises and facilities and that Tenant accepts the condition of same and fully assumes all risks incident to the use thereof. It shall be the sole responsibility of Tenant to develop, maintain, repair and operate the entirety of the Premises and all improvements and facilities thereon at Tenant's sole cost and expenses.

8. REPAIR AND MAINTENANCE

Tenant shall not permit rubbish, debris waste material or anything unsightly or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the Premises or to be disposed of improperly. Tenant agrees to maintain the leased area in a way that will reflect positively on the overall appearance of the passenger terminal or any space identified herein. It shall be the sole responsibility of the Tenant to provide routine or scheduled janitorial services and operate the premises at the Tenants sole cost and expense. The Tenant is responsible for any major repairs or

capital expenditure over \$100 per incident on the premises resulting from actions of the Tenant. Tenant expressly waives the right to make repairs at the expense of the County provided for in any statute or law now in effect or hereafter enacted.

If Tenant fails to make any repairs or do any work required of it under the terms of this lease within thirty (30) days after written notice of the need therefore has been given by the County to Tenant, the County may cause to be performed such work for the account and at the expense of Tenant. All sums so expended by County, together with twenty (20%) percent of cost for administration, shall be paid by Tenant on demand.

9. UTILITIES

County agrees to pay all charges for electricity and propane gas in the leased terminal space only. Tenant agrees to pay for electricity and propane gas in Hangars "A" and "B". Water, sewer and trash will be charged according to the Grand County Consolidated Fee Schedule. Trash removal from the leased space will be performed by the Tenant and placed in the waste receptacle provided by the County. The use of supplemental heating or cooling devices in the leased terminal space is prohibited. Lighting in leased areas of the terminal not occupied for longer than 30 minutes shall be turned off.

10. FIRE EXTINGUISHERS

It is understood and agreed that Tenant will at its own expense install and maintain fire extinguishers as required by federal, state, and local laws. Said fire extinguishers shall meet all applicable requirements, and shall be of such number and capacity as to adequately safeguard the Premises against fire hazards.

11. INDEMNIFICATION

County, its officers, representatives, agents and employees shall not be responsible or liable for, and Tenant agrees to indemnify, release and defend County, its officers, representatives, agents and employees from all claims, damages, expenses, liabilities and judgments, (a) for injury to persons, loss of life or damage to property occurring on the Premises (including property and officers, employees and agents of County);(b) arising from Tenant's operations pursuant to this Agreement; (c) for workers compensation claims; and (d) for acts and omissions of Tenant's officers, employees, representatives, agents, servants, invitees, patrons, customers, subtenants contractors, subcontractors, successors, assigns, suppliers, and all other persons doing business with Tenant (excluding County, its officers, employees, representatives, and agents). Tenant shall not be liable for damage or injury occasioned by the negligence of the County, its designated agents, servants or employees. Tenant's liability under this paragraph shall be reduced by the proceeds from any insurance carried by Tenant to the extent that such proceeds are applied toward payment of such claims, damages, expenses, liabilities and judgments.

12. LIABILITY INSURANCE

Tenant agrees to maintain insurance covering its Facility on the Airport against claims of bodily injury liability and property damage liability. Said insurance shall have limits of no less than \$300,000.00 per person, \$2,000,000.00 per occurrence and \$1,000,000.00 property damage. County shall be named as additional insured. Such insurance shall contain a provision that it may not be cancelled or materially changed or altered to adversely affect the interests of the additional insured (except to increase the limits or broaden the coverage) without first giving thirty (30) days prior written notice to County.

13. OBLIGATIONS OF COUNTY

(A) Clear Title. County covenants and agrees that at the granting and delivery of this Agreement it is well seized of the Premises and has good title thereto, free and clear of all liens and encumbrances having priority over this Lease, and that County has full right and authority to lease the same. County agrees that Tenant, upon paying the fees and performing the other covenants of this Agreement to be performed by Tenant, shall peaceably and quietly have, hold and enjoy the Premises for the full term of the Agreement and as the same may be extended as hereinafter provided.

(B) Operation as Public Airport. County or its successor covenants that it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances Agreement given by County to the United States Government under the Federal Airport and Airway Development Act.

(C) Operation of Building Systems. County or its appointed agent shall be the sole operator of building heating, cooling, water and electrical systems. Wintertime heating system shall be set so as to maintain a temperature range of 66 F to 72 F. Summertime cooling system shall be set so as to maintain a temperature range of 74 F to 78 F. All temperature measurements shall be made only at the location of a central thermostat. County assumes no responsibility for building temperatures outside the stated ranges in the event of system failures.

(D) Maintenance of Airport. County reserves the right to develop, improve, and maintain all public areas and facilities as County shall see fit. County shall, throughout the term hereof, maintain all public areas and facilities, such as access roads on the Airport, providing access in good and adequate condition for use by cars and trucks, and shall maintain clear and uninterrupted access to the parking area over said access areas and roads at all time; provided, however, County may, at any time, temporarily or permanently close, any roadway or right of way for such access, ingress or egress whether inside or outside the terminal building, or any other area at Airport, in its environs presently or hereafter used as such, so long as a means of access, ingress and egress reasonably equivalent to that formerly provided, and not adverse to Tenant's continued use and enjoyment of the Premises is substituted therefore and is concurrently made available therefore. Tenant understands and agrees that there may be inconveniences caused by construction or renovations of buildings and roadways, and

Tenant hereby releases and discharges County from any and all claims, demands or causes of action which Tenant now or any time hereinafter may have against County arising or alleged to arise out of the closing of any right of way or other area used as such whether within or without Airport. If Tenant shall damage any facility of the Airport, including but not limited to hangars, buildings, runways, taxiways, roads, utility extensions, lighting, signs, towers, signs or any other similar facility, Tenant shall be obligated to repair at its expense or to pay the necessary and reasonable cost of repairs to County without regard to whether or not said damage is caused by negligence on the part of Tenant.

14. COUNTY'S RESPONSIBILITY TO TENANT'S PROPERTY

It is further understood and agreed that the County assumes no responsibility for damage or loss that may occur to Tenant's property on Premises, and the only obligation the County assumes is that it will not negligently or willfully and intentionally damage the property of the Tenant.

15. DAMAGE OR DESTRUCTION

If any portion of the structure on the Premises or the appurtenances thereto shall be damaged or destroyed by a fire or any other cause, and this Lease is not terminated as hereinafter provided, County may remove the debris and restore the structure to a complete architectural unit. Should such damage or destruction (a) exceed \$10,000.00 or (b) result from a cause not covered under standard extended coverage insurance, Tenant may, not later than sixty (60) days after the date of such damage or destruction, elect to terminate this Lease by giving notice to County, such termination to be effective not later than one hundred and twenty (120) days after the date of such damage or destruction. If this lease is not so terminated, it shall continue and Tenant shall not be entitled to any reduction of abatement of rent.

16. RELOCATION OF PREMISES

County may, to conform to the Master Plan for Canyonlands Field, at its option, relocate the Premises covered by this Lease to another part of the Airport upon sixty (60) days written notice to Tenant, at any time during the term of this Agreement; provided that such right to relocate shall not treat Tenant less favorably than other tenants of County similarly situated. At the time of such relocation, County shall purchase from Tenant at fair market value as determined by appraisal performed by a local appraiser acceptable to both Tenant and County, all fixed improvements on the Lease hold. In the event that the Premises is relocated, County shall provide Tenant with a similarly sized leased space, in a location generally comparable with adequate access to airplanes, motor vehicles and pedestrians to and from the new structures, runways, taxiways, and from adjacent streets and sidewalks, and ready for Tenant's occupancy on or before that date Tenant surrenders possession of the premises. In such event, the new structure and apron shall be the property of and title shall be vested in the County and the rental shall be renegotiated and a new lease shall be interred into. If County and Tenant cannot reach agreement on a

new lease, either party may terminate this lease and such negotiations by notice to the other party.

County shall also have the right upon (60) days prior written notice to Tenant, at any time during the term of this Lease or as the same may be extended, to make such minor alterations of the parking area as are reasonable, provided that (a) County shall not treat Tenant less favorably than other tenants of County similarly situated, (b) such alterations shall be at no cost to Tenant, (c) no such alterations shall deprive Tenant of any portion of the Premises or any rights of use thereof as granted by this Lease. Upon such alterations, County agrees to furnish Tenant with a new plot plan and legal description and the rent under this Lease shall be reduced according to the extent Tenant is deprived of the use or benefit of any portion of the Premises or of any rights under this Lease.

17. DEFAULT

If any one or more of the following events (herein called default) shall happen and be continuing, namely; (a) Tenant shall fail to pay any fee or other sum of money to County when same is due and such failure continues for sixty (60) days after County has given Tenant written notice specifying the amount due; (b) Tenant shall file a voluntary petition in bankruptcy or a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Code or Tenant shall make an assignment for the benefit of creditors; (c) an involuntary petition in bankruptcy against Tenant or petition or answer made by a person other than Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Code is filed, or if a receiver is appointed having jurisdiction of the business property or assets of Tenant on the Premises; (d) if Tenant shall abandon or vacate the Premises and fail to make payment of rent herein under for a period of sixty (60) days after receipt of written notice from County, and, in any of such event, if Tenant shall not properly commence and expeditiously pursue action to dismiss any such involuntary petition or answer or to vacate such receivership, or, if after diligently exhausting Tenant's remedies, such petition shall not be dismissed or the receivership vacated, then, in any of such events, County shall have the immediate right to expel Tenant or any person, or persons occupying the same, with or without legal process, and in any such event, Tenant agrees to peaceably and quietly yield up and surrender the Premises to County provided, however, that if a default occurs under subparagraph "(a)" above and there is a bona fide dispute as to the existence of such default (which shall not include a dispute over payment of rent except under conditions of abatement or reduction of utility fees due County) and all undisputed amounts are paid, said sixty (60) day period specified in subparagraph "(a)" shall not commence to run until such dispute is settled by final court decree, or mutual agreement.

18. CANCELLATION BY TENANT

This Lease shall be subject to cancellation by Tenant after the happening of one or more of the following events:

(A) The permanent abandonment of the Airport for general aviation.

(B) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict Tenant for a period of at least ninety (90) days from operating thereon.

(C) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport.

(D) The default by County in the performance of any covenant or agreement herein required to be performed by County and the failure of County to remedy such default for a period of thirty (30) days after receipt from Tenant of written notice to remedy the same. If the nature of the default is such that it cannot be cured within thirty (30) days, County shall be deemed to have cured such default if it, or its nominee, shall, within such thirty (30) day period, commence performance to cure default and thereafter diligently prosecute the same to completion.

(E) Tenant may exercise such right of termination by written notice to County at any time after the lapse of the applicable periods of time and this Agreement shall terminate as of that date. Fees due herein under shall be payable only to the date of said termination.

19. RIGHTS UPON TERMINATION

If applicable, upon termination of this lease for any reason, including expiration of the full term of said lease, and any extensions or renewal, County may require Tenant to remove any structures Tenant has title to from premises. Said removal shall occur at Tennant's expense and shall be complete, including the capping of all utility services as prescribed by County at time of removal. Removal shall be complete and acceptable to County within four (4) months from the date of termination of this lease. If Tenant elects to remove said structure as per this paragraph, such removal shall not commence until the Tennant posts a bond with County in an amount to be mutually agreed upon, but in any case sufficient to indemnify County against any costs that might be incurred by County if Tennant shall for any reason fail to complete the removal of said structure and the cleanup of premises within four (4) months of said termination of lease.

20. TERMINATION BY COUNTY

This lease agreement shall be subject to cancellation by the county in the event of any or more of the following:

(A) Failure to Pay. The Tenant fails to pay the fees and charges or to make any other payments required hereunder when due to the County and failure of the Tenant to remedy such breach for a period of ten (10) days after receipt from the County of written notice to remedy the same.

(B) Loss of License or Permit. The happening of any act or event, which results in the revocation of the right, power, license, permit, and authority necessary for the conduct and operation of the business, authorized herein for a period of thirty (30) days or more.

(C) Breach. The breach by the Tenant in the performance of any covenant or agreement herein required to be performed by the Tenant and failure of the Tenant to remedy such breach for a period of more than thirty (30) days after receipt from the County of written notice to remedy the same.

(D) Transferring of Interest. The transfer of the Tenants interest in this agreement without the prior written approval of the County is prohibited.

(E) Criminal Activity. Lease shall become null and void in the event the Tenant engages in or commits any criminal acts against persons or property located on the premises.

(E) Legal Issues. Tenant becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States, or of any state law, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property or its property located within the Tenants premises.

The levy of any attachment or execution, or the appointment of any receiver, or the execution of any other process of any court of competent jurisdiction which is not vacated, dismissed, or set aside within a period of ninety (90) days and which does, or as a direct consequence of such process will, interfere with Tenants use of the leased premises or with its operations under this lease agreement;

By order or decree of court, Tenant is adjudged bankrupt, or an order is made approving a petition filed by any of the creditors of Tenant seeking reorganization or readjustment of its indebtedness under the federal bankruptcy laws, or under any law or statute of the United States, or any state thereof.

By pursuant to, or under authority of, any legislative act, resolution, or rule, order or decree of any court, governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator takes possession or control of all or substantially all of the property of Tenant, and such possession or control continues in effect for a period of ninety (90) days. Any lien is filed against the leased premises because of any act or

omission of Tenant and such lien is not removed, enjoined, or a bond for satisfaction of such lien is not posted within sixty (60) days.

21. ADMINISTRATIVE AND COMPLIANCE REQUIREMENTS

(A) Accounts. The tenant shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this lease.

(B) Reports. Tenant will report to the County monthly, the number of passengers enplaned and the number of landings for the preceding month, and ramp fees collected. Reports will be due to the County on the 1st of every month.

Passenger enplanements for operations falling under FAA parts 121 or 135 will be reported to the FAA on applicable forms FAA Form T100 or FAA Form 1800-31 (1-13) and sent to the following address;

Federal Aviation Administration
Office of Airport Planning & Programming, APP-400
800 Independence Ave, SW
Washington DC 20591
Email: Sharon.glasgow@faa.gov or luis.loarte@faa.gov
Tel: (202) 267-8739
Fax: (202) 267-5257

(C) Audit and Inspection. At any time during normal business hours and as frequently as deemed necessary, the Tenant shall make available to the County or their agents for their examination, all of its records pertaining to all matters covered by this lease and permit these agencies to audit, examine, make excerpts, or transcripts from such records, contracts, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this lease.

(D) Retention of Records. All records in the possession of the Tenant pertaining to this lease shall be retained by the Tenant for a period of three (3) years beginning with the date upon which this lease is issued. All records shall be retained beyond the three-year period if audit findings have not resolved within that period or if other disputes have not been resolved.

(E) Civil Rights Provision, Discrimination in Employment. The Tenant shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, or physical or mental disability. The County should take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include by may not be limited to the following: employment, upgrading, demotion or transfers; recruitment or recruitment advertising;

lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Tenant agrees to post notices setting forth the provisions of the non-discrimination clause in conspicuous places so as to be available to employees.

(F) Federal and State Labor Laws. The Tenant shall be required to meet and maintain all applicable Federal and/or Utah state labor laws, which include but are not limited to; EEOC, Federal Minimum Wage, OSHA, FMLA, USERRA, Employee Polygraph Protection Act, Workers Compensation, and Unemployment Insurance.

(G) That in the event of failure to correct any breach of any of the non-discrimination covenants pursuant to part 21 of the Regulations of the Office of the Secretary of Transportation, County shall have the right to terminate this lease and to re-enter and repossess said leased space and the facilities thereon and hold the same as if said lease had never been made or issued.

22. SPONSOR'S ASSURANCES

This Lease shall be subordinate to the provisions of any existing or future agreements between County and the United States Government, relative to the operation and maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of Federal funds for the development of the Airport to the extent that the provisions of any such existing or future agreements are generally required by the United States at other civil air carrier airports receiving Federal funds and provided that County agrees to give Tenant written notice in advance of execution of such agreements of any provisions which will modify the terms of this Lease.

23. RIGHT OF FLIGHT

Tenant understands and agrees that County reserves the right of flight for the passage of aircraft above the surface of the Premises herein under in accordance with Federal Aviation Administration criteria, and such right of flight shall include the right to cause in such airspace such noises as may be inherent to the operation of aircraft now known or hereinafter used for navigation of or flight in the air; and that County reserves the right to use such airspace for landing at, taking off from or operating aircraft on or over said Airport.

24. NOTICE AND PLACE FOR PAYMENT OF FEES

Any notice or demand of any kind which County may be required to serve on Tenant under terms of this Lease, may be served upon Tenant (as an alternative to personal service upon Tenant) by mailing a copy thereof by certified or registered mail, return receipt requested, addressed to:

Address: Redtail Aviation
Attn: Mark Francis

PO Box 1009
Moab UT 84532
Phone: 435-220-0041
E-mail: markf@redtailaviation.com

Or at any other such place as Tenant may designate to County in writing. Any notice or demand of any kind which Tenant may be required or desire to serve upon County under terms of this Lease, may be served upon County (as an alternative to personal service upon County) by mailing a copy thereof by certified or registered mail, return receipt requested, addressed to:

Grand County Clerks/Auditor
125 East Center St
Moab, Utah 84532

Or at any other such place as County may designate to Tenant in writing. Fees shall be paid to County at the address set forth in this Article 2. No successor to County's interest shall be entitled to receive Fee payments until Tenant shall have been furnished with (a) a letter signed by the grantor of such interest setting forth the name and address of the person entitled to receive such rent; and (b) a photo static copy of the deed or other instrument by which such interest passed.

25. COUNTY'S RIGHT TO INSPECT

Tenant agrees that County or authorized designee may inspect the premises at any reasonable time with respect to fire prevention and to ensure compliance with all sections of this lease. For this purpose, Tenant agrees to furnish designated County representative with access to Tenant's hangar, facility, office or any other space on the leased Premises, and upon notice from County, correct any condition which constitutes a fire or health hazard or unauthorized use of the Premises.

26. HOLDING OVER

In the event Tenant shall hold over and remain in possession of the Premises after the expiration of the Lease, without any written renewal thereof, such holding over shall not operate as a renewal or extension of this Lease but shall only create a tenancy from month to month, which may be terminated at any time by County.

27. COMPLIANCE WITH LAWS

Tenant agrees to abide by and conform to all of the Airport Minimum Standards, Airport Rules & Regulations, County policies, County ordinances, and actions by the Grand County Council, County and State and Federal Laws and regulations pertaining to operations and activities of Tenant at or upon the Canyonlands Airport whether now in effect or hereinafter enacted. County agrees that such rules, regulations, ordinances and actions will not treat Tenant less favorably than those similarly situated as Tenant at the

Canyonlands Airport. Tenant agrees that if it fails to correct violations of any such airport rules and regulations, minimum standards, County policies, County Ordinances, actions by the County Council, State or Federal laws pertaining to Airport fire, health and safety within a reasonable time after actual notice of violation thereof from County, County may, in addition to any other remedies provided by law, statute or in equity, after reasonable time and notice, cause such violations to be cured for the account and at the expense of Tenant, and all sums so expended by County together with twenty (20%) percent for cost of administration shall be paid by Tenant on demand or cause this Lease to be cancelled.

28. ASSIGNMENT AND SUBLETTING

The Tenant shall not assign, transfer, sublet, pledge, hypothecate, surrender or otherwise encumber or dispose of this Lease or any estate created by this Lease or any interest in any portion of the same, or permit any other person, or persons, company or corporation to occupy the Premises without the written consent of the County being first obtained and such must be made subject to the terms and conditions of this Lease. Such written consent shall not be unreasonably withheld.

29. RENEWAL OPTION

Tenant has the option to renew this Lease for a 1 year term under the same conditions by giving notice in writing to County no less than thirty days prior to the expiration of the first term. In the event that the Tenant is in default or breach of this lease the County may deny such request.

30. COSTS AND ATTORNEYS' FEES

The parties agree that in the event of default, the defaulting party agrees to pay all reasonable costs and attorney's fees and expenses in enforcing the Lease. Any action commenced concerning the provisions of this Lease shall be in Grand County, Utah.

31. MISCELLANEOUS PROVISIONS

The various rights and remedies herein contained and reserved to each of the parties, shall not be considered as exclusive of any other right or remedy of such party but shall be construed as cumulative and shall be in addition to every other remedy now or hereinafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall be construed as a waiver of any default or nonperformance or as acquiescence therein.

Nothing herein contained nor any acts of the parties hereto shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that the relationship between the parties hereto is that of landlord and tenant.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, as amended.

The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles and sections. When required by the context, the singular shall include the plural and the neuter gender shall include the feminine and masculine genders and shall include a corporation, firm or association.

All negotiations and oral agreements acceptable to both parties have been incorporated herein. This Lease may not be amended or modified by any act or conduct of any of the parties or by any oral agreement which is not reduced to writing.

This agreement has been made in and shall be construed in with the laws of the State of Utah.

All rights and obligations of the parties under this Lease shall bind and the benefits shall inure to their respective heirs, representatives, successors and assigns.
Witness the hands of the parties the day and year first above set forth.

ATTEST: _____
Mark Francis, (President) Date

ATTEST: _____
Lynn Jackson, (County Council Chair) Date

ATTEST: _____
Diana Carroll, (County Clerk Auditor) Date

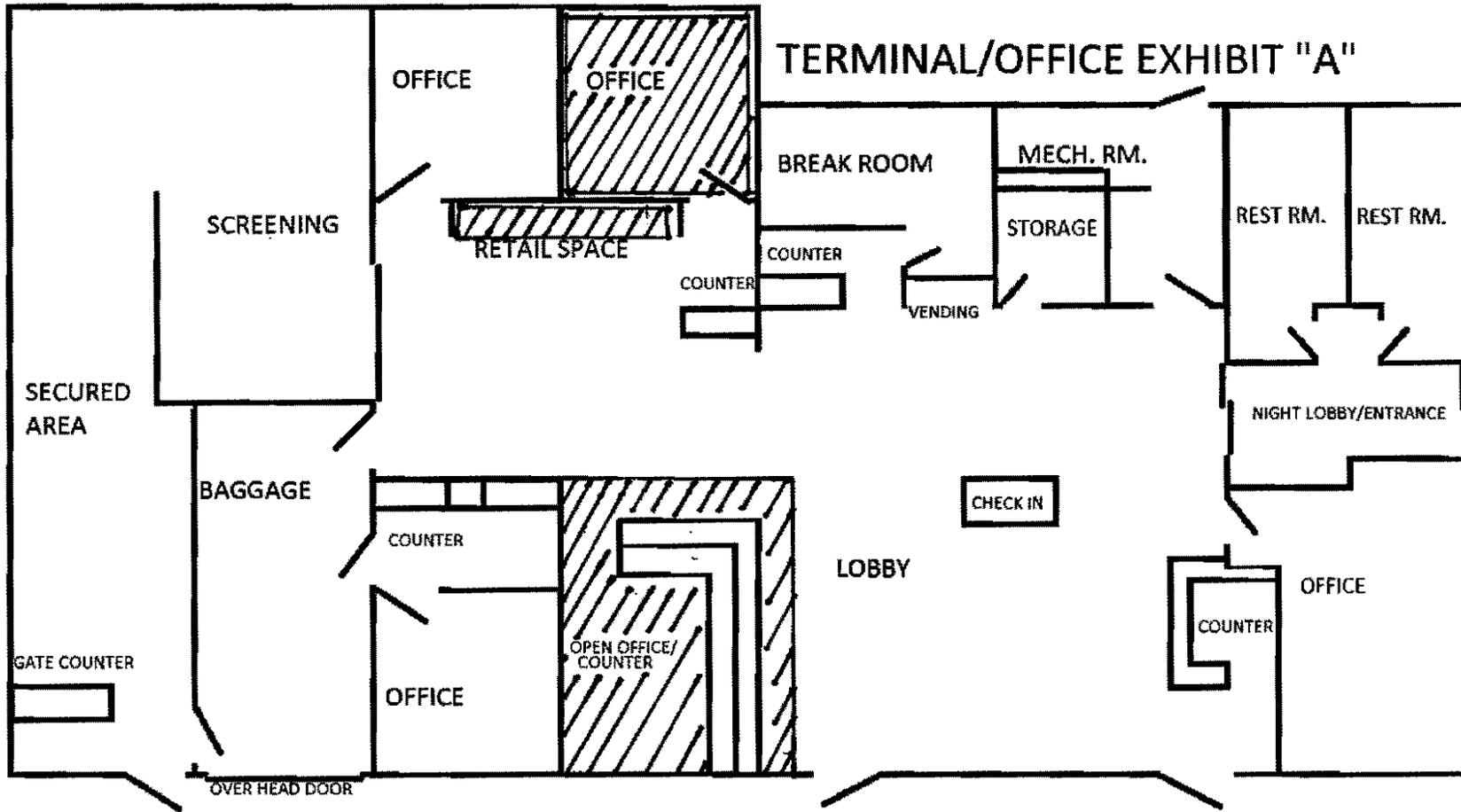
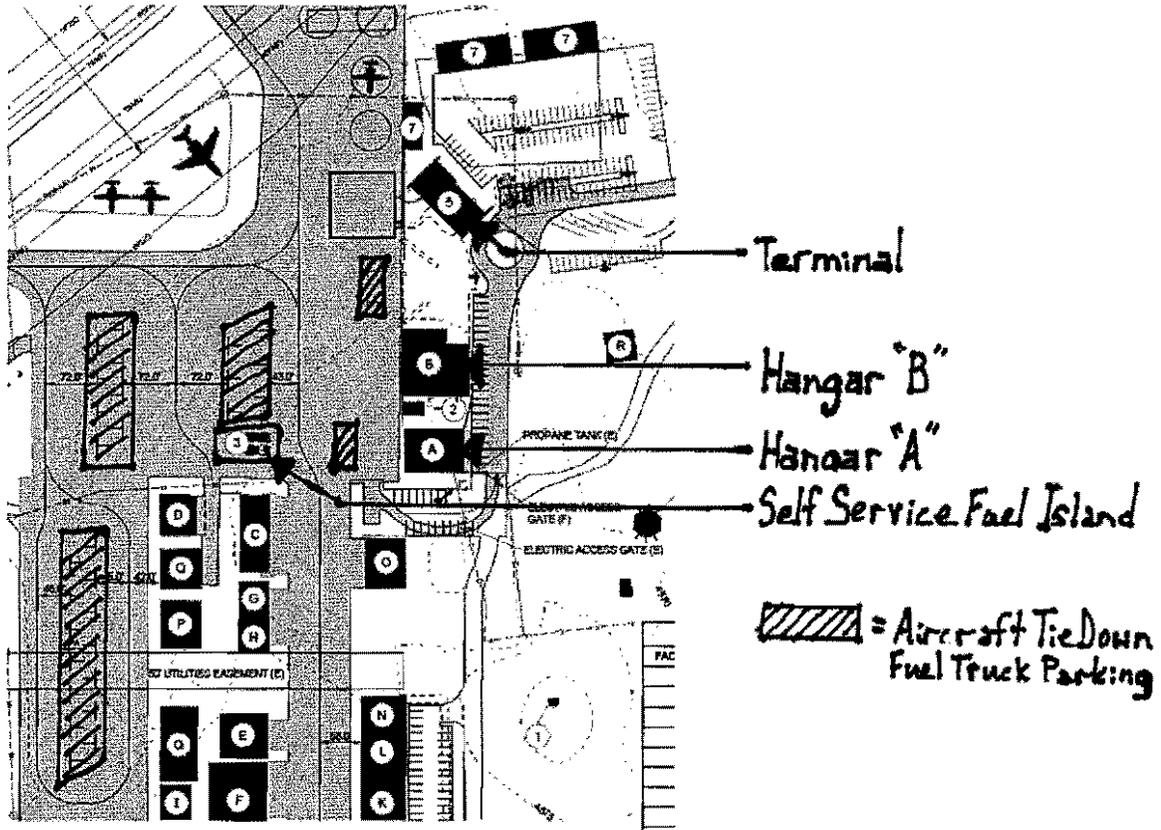


EXHIBIT "A" DESCRIPTION OF LEASE AREA



AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
AUGUST 19, 2014

Agenda Item: N

TITLE:	Approving Proposed Amendments to the Consolidated Fee Schedule Ordinance
FISCAL IMPACT:	None
PRESENTER(S):	Ruth Dillon, Council Administrator

Prepared By:

KaLeigh Welch
 Council Office
 Coordinator

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the proposed amendments to the Consolidated Fee Schedule Ordinance and authorize the Chair to sign all associated documents.

BACKGROUND:

The fee schedule was last updated September 3, 2013. The proposed fee schedule ordinance has been updated and a public hearing was advertised and held at the August 5, 2014 County Council Meeting. As of this writing no public comments have been received.

Proposed changes are reflected in the draft (redlined) ordinance, attached and made available to the public on the County's website (www.grandcountyutah.net).

The following County departments are proposing fee changes:

3.06.100 Fees of the Public Library.

Rationale: The Grand County Public Library Board is recommending the addition of late fees per day of \$5.00 for Kindle/iPads as these are a newly offered service. The red-lines for Video/DVD late fee and Interlibrary loan late fee have not changed but instead were re-ordered to be chronological.

3.06.110 Fees of the Old Spanish Trail Arena. (See also Ball Fields Area)

Rationale:

- **Indoor arena** - Raised price to cover all lights and all heaters.
- **Out-door arena** - Added lighting cost for when we get the new lights connected.
- **Entire facility** - Fees raised to cover ball fields area.
- **Race track** - Fee raised to cover cost of water and machinery to work it.
- **Stalls** - Monthly rentals raised to cover cost of swapping stalls for cleaning purposes.
- **Pens** - Lowered rates because of complaints about cost. A lot of people prefer pens and find it difficult to pay 40 a night for one pen. People also like their horse to have some room to walk around and some horses fight if in the same pen so this makes it possible to have one horse per pen or 4 horses per pen.
- **Camping** – ~~Suggest we make tent camping available at \$5 per night to give people the opportunity to stay on site during an event if surrounding facilities are full. Some times during the year we are~~

~~asked by the information center to take overflow campers as all parks are full. It's better to have people stay in town rather than to go elsewhere. The community misses out on a lot of income if people go to other towns due to lack of facilities here. Tent camping at \$10.00 per night per tent with special event.~~

- **Ball field area** - Lowered the pavilion and lighting rate to encourage more business.
- **Additional items** - Race track watering raised due to the cost of water. Upper parking lot hire raised as it was too low.
- ~~**Notes** - Camping notice to qualify what is allowed.~~

3.06.120 Fees of the Recorder's Office

Rationale: Can no longer make the 24"x36" Mylar. The Abstract book is now made on paper larger than an 18"x18" and costs more per page.

3.06.210 Fees of Canyonlands Field.

Rationale: Airport management conducted a state wide, airport fee survey and recommended the changes to the airport board which they unanimously approved.

ATTACHMENT(S):

1. Fee Schedule Ordinance – redlined

Approved September 3, 2013 and Effective September 13, 2013 DRAFT for 2014

ORDINANCE NO. _____

**AN ORDINANCE OF THE GOVERNING BODY OF GRAND COUNTY
AMENDING THE GRAND COUNTY CONSOLIDATED FEE SCHEDULE**

WHEREAS, the Utah Code Section 17-53-211 requires the County Council to adopt an ordinance establishing fees for services;

NOW, THEREFORE, be it ordained that the Grand County Council finds that it is in the public interest to reaffirm or amend all fees and charges previously enacted by the Grand County Council;

- 3.06.010 Applicability of Ordinance**
- 3.06.020 Common Fees for all County Offices.**
- 3.06.030 Fees of the Assessor's Office.**
- 3.06.040 Fees of the Attorney's Office.**
- 3.06.050 Fees of the Community Development Department.**
- 3.06.060 Fees of the Building Department.**
- 3.06.070 Fees of the Civic/Grand Center.**
- 3.06.080 Fees of the Clerk/Auditor's Office.**
- 3.06.090 Fees of the Emergency Medical Services Department.**
- 3.06.100 Fees of the Public Library.**
- 3.06.110 Fees of the Old Spanish Trail Arena Recreation Complex.**
- 3.06.120 Fees of the Recorder's Office.**
- 3.06.130 Fees of the Road Department.**
- 3.06.140 Fees of the Sand Flats Recreation Area.**
- 3.06.150 Fees of the Sheriff's Office.**
- 3.06.160 Fees of the Surveyor's Office.**
- 3.06.170 Fees of Star Hall.**
- 3.06.180 Fees of the Moab Area Travel Council.**
- 3.06.190 Fees of the Treasurer's Office.**
- 3.06.200 Fees of the Weed Department.**
- 3.06.210 Fees of the Canyonlands Field.**
- 3.06.220 Fees of the Haz-Mat Response Task Force.**
- 3.06.320 Waiving Fees.**
- 3.06.330 Return of Fees.**
- 3.06.340 Common Procedures for Collecting Additional Fees.**

3.06.010 Applicability of Ordinance.

A. The Grand County Council reaffirms, amends, enacts new fees herein contained in this ordinance, and adopts provisions for the collection of fees. This ordinance does not repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other resolution, ordinances, or laws except to effect modification of the fees reflected below. The fees listed in this ordinance supersede present fees for services specified, but all fees not listed remain in effect. Where this Ordinance imposes a higher fee than is imposed or required by existing provisions, resolution, ordinance, or law, the provisions of this Ordinance shall control.

3.06.020 Common Fees for all County Offices.

A. The following fees and charges are approved and shall be assessed by all County offices unless otherwise specifically noted with their respective sections:

Services	Fees
Postage	Actual cost to County
Other costs allowed by law	Actual cost to County
Dishonored/Returned Check	\$25.00
Copies/Print- Black and White	
Paper Size: 8 ½ x 11	\$0.10/single sided page
Paper Size: 8 ½ x 11	\$0.15/double sided page
Paper Size: 8 ½ x 14	\$0.15/printed page
Paper Size: 11 x 17	\$0.20/printed page
Copies/Print- Color	
Paper Size: 8 ½ x 11	\$1.00/printed page
Paper Size: 8 ½ x 14	\$1.50/printed page
Paper Size: 11 x 17	\$2.00/printed page
Fax	
Send	\$1.50 first page/\$0.50 each additional
Receive	\$0.25
Maps	
Standard maps	\$15.00
Special order maps plus mapping costs	\$5.00 per linear foot
Mapping costs	\$50.00 per hour
Data	
Digital contours 2 feet interval (Spanish Valley)	\$8.00 per acre
Data CDROM	\$3.00

3.06.030 Fees of the Assessor's Office.

A. The following fees and charges are approved and shall be assessed and collected by the Assessor's Office:

Services	Fees
Partial list—per page	\$2.00
Parcel information—each	\$0.25
Other	as determined by department

3.06.040 Fees of the Attorney's Office.

A. The following fees and charges are approved and shall be assessed and collected by the Attorney's Office:

Services	Fees
Replacement CD/DVD for discovery in a criminal case	\$5.00
Replacement audio tapes for discovery in a criminal case	\$2.50

3.06.050 Fees of the Community Development Department.

A. The following fees and charges are approved and shall be assessed and collected by the Community Development Department for review of development applications:

Services	Fees
Submittal Fee ¹	\$100.00
Copies of: General Plan, Trail Plan, Construction Standards, or Land Use Code	\$20.00
Zoning Map or Text Amendments to the General Plan or Land Use Code	\$400.00
Lot Line Adjustment	\$250.00
Rezone	\$500.00
Sketch Plan	\$550.00
Preliminary Plat and Preliminary Plat Resubmittal	\$550.00 plus \$125.00 per lot for each lot in excess of (5) lots
Preliminary Plat Extension	\$100.00
Final Plat and Final Plat Re-submittal	\$650.00 plus \$125.00 per lot for each lot in excess of (5) lots
Minor Record Survey	\$550.00
Re-plat and Exemption Plat	\$350.00
Revised Construction Plans	\$600.00
Conditional Use Permits- New and Amended	\$550.00
Appeals	\$100.00
Variance	\$350.00
Sign Permit	\$75.00
Temporary Use Permit	\$75.00
Site Plan	\$350.00
Infrastructure Inspection & Release of Claims	.01% up to 1% of Engineer's Estimate of Project Cost ²
Zoning Development Permit	None
Engineering Review	To be determined based on the actual cost of engineering review
Zoning Development Permit- when not accompanied with another Community Development application or building permit application	\$150.00
Production Water Monitoring Fees	\$0.10 per 42 gallons for produced water delivered to the facility

¹ Note: If a submittal is, upon review by the Community Development Department, determined to be complete then this fee shall be waived.

² Note: Percentage to be determined by the Community Development Director based upon the time associated with infrastructure inspection and release of claim.

3.06.060 Fees of the Building Department.

A. The following fees and charges are approved and shall be assessed and collected by the Building Department for Building Permits¹:

Total Valuations¹	Fees²
\$1.00 to \$500.00	\$47.00
\$501.00 to \$2,000.00	\$47.00 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

¹ Note: Building Permit Fees (with valuations established bi-annually-by ICC Building Valuation Data Table 1).

² Note: Refunds for permits issued will be limited to 80 percent of the permit costs, not later than 90 days after the date of fee payment. No refunds for plan review costs will be given if the plan review has been conducted.

B. The following fees and charges are approved and shall be assessed and collected by the Building Department for building inspections:

Inspections	Fees
Inspections outside of normal business hours (minimum charge—two hours)	\$47.00 per hour ¹
Re-inspection fees assessed under provisions of Section 305.8	\$47.00 per hour ¹
Inspections for which no fee is specifically indicated (minimum charge—one-half hour)	\$47.00 per hour ¹
Plan review and additional plan review required by changes, additions or revisions to plans (minimum charge—one hour)	\$47.00 per hour ¹
Portion of plan submittal, approved by the Building Official, to be deferred.	\$94.00
For use of outside consultants for plan checking and inspections	Actual costs ²
For all Mobile Homes and manufactured housing	\$150.00
All Mechanical, Electrical, and Plumbing permits	\$47.00 per item

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Temporary Occupancy Fee	\$100.00 plus 120% of - remaining inspections at \$47.00 per inspection
Work Done without Permits-Investigation Fee	200% of Permit Fee

¹ Note: Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, and hourly wages of the employees involved.

² Note: Actual costs include 10% administrative and overhead costs.

C. The following fees and charges are approved and shall be assessed and collected by the Building Department for grading:

Grading Permit	Fees
101 – 1,000 Yd ³	\$37.00 for first 100 Yd ³ , plus \$17.50 each additional 100 Yd ³ or fraction thereof
1001 – 10,000 Yd ³	\$194.50 for first 1,000 Yd ³ , plus \$14.50 each additional 1,000 Yd ³ or fraction thereof
10,001 – 100,000 Yd ³	\$325.00 for first 10,000 Yd ³ , plus \$66.00 each 10,000 additional Yd ³ or fraction thereof
Over 100,001 Yd ³	\$919.00 for first 100,000 Yd ³ , plus \$36.50 each additional 10,000 Yd ³ or fraction thereof

3.06.070 Fees of the Civic/Grand Center.

A. The following fees and charges are approved and shall be assessed and collected by the Civic/Grand Center for private events:

Services	Fees
Private Events	
Security Deposit ¹	\$500.00
Large Dining Hall ²	
8 hours	\$500.00
Large Dining Hall plus 1 Small Meeting Rooms ²	
8 hours	\$750.00
1 Small Meeting Room	\$25.00/hour
Commercial Kitchen with Staff Supervision	
4 hours	\$140.00
8 hours	\$280.00

¹ Note: Cost of damage will be levied against the deposit posted with the County. Security deposits will be forfeited when notice of cancellation is less than 24 hours.

² Note: Includes use of small kitchen. Fees do not include food.

B. The following fees and charges are approved and shall be assessed and collected by the Civic/Grand Center non-profit events:

Services	Fees
Nonprofits (documentation of 501 (c)3 and/or Utah State Commercial Code approved Non Profit Associations, Including Fund Raisers is required)	
Security Deposit ¹	\$500.00
Large Dining Hall ²	
8 hours	\$250.00
1 Small Meeting Room	\$12.50/hour
Commercial Kitchen with Staff Supervision	
4 hours	\$140.00
8 hours	\$280.00

¹ Note: Cost of damage will be levied against the deposit posted with the County. Security deposits will be forfeited when notice of cancellation is less than 24 hours.

² Note: Includes use of small kitchen. Fees do not include food.

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3.06.080 Fees of the Clerk/Auditor's Office.

A. The following fees and charges are approved and shall be assessed and collected by the Clerk/Auditor's Office:

Services	Fees
Marriage license and one certified copy	\$30.00
Marriage license copy (certified)	\$6.00
Marriage license copy (not certified)	\$2.00
Precinct map copy	\$0.50
CD	\$10.00 per CD
Voter information:	
Setup fee (in addition to other charges)	\$20.00
Printouts	\$0.01 per name
Electronic file	\$0.005 per name
Diskettes	\$2.00 per disk
Labels	\$0.02 per name
Certifications	\$2.00
Licenses	
Business licenses	\$100.00 annual/pro-rated
Temporary Business License	\$10.00
Beer licenses	
Temporary 30-day	\$25.00
Off-premise beer retailer	\$100.00
Cabaret license	\$65.00
Special Event License	\$100.00
Tax Exempt Bonds Application Fee	\$2,000.00 plus all costs associated with processing application (bond counsel, attorneys, and financial advisors)

3.06.090 Fees of the Emergency Medical Services Department.

The following fees and charges are approved and shall be assessed and collected by the Grand County Emergency Medical Services (EMS) Department:

- A.** Ambulance treatment and transport for all emergency and/or 911 calls.
 - 1. Base rates and surcharges will be the maximum rates established by Utah Administrative Rule R426-16;
 - 2. As provided above, these rates may be adjusted annually on or after July 1st of each year, (Contact Grand County EMS at (435) 259-1341 for current rates);
 - 3. All disposable medical supplies not included in the above fees will be billed at the current fair-market value, (Contact Grand County EMS at (435) 259-1341 for current price list).

- B.** Commercial fees and stand-by rates.
 - 1. Ninety-five dollars (\$95.00) per hour per ambulance, charged from the time an ambulance leaves the station until the time the ambulance returns to station and is available for service.
 - a. Lunch breaks, weather breaks, and other pauses in service (less than four hours) will be charged at the rate set in subsection (B)(1) of this section;
 - b. Fee (subsection (B)(1) of this section) includes at least two EMS personnel, first aid services, all fuel costs, and off-road services as necessary;
 - c. All emergency transports will be billed as listed in subsection A of this section;
 - d. All ambulances are ALS (Advanced-Intermediate) equipped.
 - 2. Fifty dollars (\$50.00) per hour per Quick Response Vehicle (QRV), charged from the time the QRV leaves the station until the time the QRV returns to the station and is available for service.
 - a. Lunch breaks, weather breaks, and other pauses in service (less than four hours) will be charged at the rate set in subsection (B)(1) of this section;
 - b. Fee (subsection (B)(2) of this section) includes one EMT-Intermediate, first aid services, all fuel costs, and off-road services as necessary;
 - c. QRV will NOT transport patients nor non-EMS participants.
 - 3. 2. Cancellation fees:
 - a. No penalty if Grand County EMS is given twenty-four (24) hours or more notification of cancellation;
 - b. Six-hour minimum charge for any cancellation with less than twenty-four (24) hours' notification;
 - c. When an ambulance is expected to be on scene for more than six hours, but the event is cancelled or otherwise ends early, either six hours or the actual time on scene will be charged, whichever is greater.
 - 4. 3. In the event that an ambulance is needed at a commercial event for a period of time known to be less than six hours, the director of EMS may negotiate a fee considering the shorter time period.

- C.** Class fees and other training fees.
 - 1. EMT-basic class:
 - a. Five hundred fifty dollars (\$550.00) tuition per student (includes text book, insurance, notebook, instructors, and minimal supplies);
 - b. Students may be required to purchase their own blood pressure cuff, stethoscope and other materials.
 - c. Student pays certification fees of one hundred sixty five dollars (\$165.00)

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2. EMT-intermediate class:
 - a. Any Grand County EMS employee is encouraged to enroll and complete the EMT-intermediate class at the department's expense;
 - b. Three hundred dollars (\$300.00) per non-Grand County EMS student (includes text book, insurance, instructors, one testing fee and some supplies);
 - c. Students may be required to purchase some of their own supplies.
3. Practical recertification test:
 - a. Sixty dollars (\$60.00) per student per test (three attempts)—contact Grand County EMS to schedule;
 - b. No fee for Grand County EMS employees.
4. Use of Old Senior Center:
 - a. No charge to governmental agencies.
 - b. Twenty-five dollars (\$25.00) per hour for private groups.
 - c. Twelve dollars and fifty cents (\$12.50) per hour for non-profit groups (documentation of 501(c)3 or Utah State Commercial Code Approved Non-Profit Associations, including fund raisers, is required).

3.06.100 Fees of the Public Library.

A. The following fees and charges are approved and shall be assessed and collected by the Public Library:

Services	Fees
Library cards	
Grand County adult resident	\$1.00
Quarterly fee for non-resident adult	\$15.00
Annual fee for non-resident adult	\$60.00
Replacement Cards	\$1.00
Library late fees ¹	
Books and audio books per item	\$0.10 per day
Videos and DVD per item Interlibrary loan per item	\$0.10 per day \$1.00 per day
Interlibrary loan per item Videos and DVD per item	\$1.00 per day \$0.10 per day
iPads and Kindle Fires per item	\$5.00 per day
Maximum overdue fee per item excluding ILL, iPads and Kindle Fires	\$2.40
Lost or damaged library materials	Replacement cost
Charges filed fee	\$10.00 per item
Interlibrary loans	
Book or audio/visual item	\$4.00
Journal article	\$0.10 per page
Blank compact discs	\$1.00
Ear buds	\$2.00
Batteries	\$1.00
Postcards	\$0.50
Envelope (letter size)	\$0.25
Manila envelope	\$0.50
USB Flashdrives	Actual cost

¹ Note: Library late fees may be waived by the Library Director or designee.

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3.06.110 Fees of the Old Spanish Trail Arena Recreation Complex. (see also Ball Fields Area)

A. The following fees and charges are approved and shall be assessed and collected by the Old Spanish Trail Arena Recreation Complex (OSTARC):

Services	Fees	Unit
Preliminary charges and notes		
<u>Booking fee</u> for any/all this facility is Non-Refundable and is used to secure an event. (to be credited to event fee). The \$50 fee may be used for multiple bookings/events if booked at the same time per year.	\$50.00	Per eventBooking
<u>Security / Cleaning Deposit</u> (required 6 weeks prior to event). Deposit equal to daily facility rental; additional fees (Special Event Permit, etc) may apply to large events. Incentives-Lower fees may apply for repeat users with good track record. Fees are adjusted due to size of event & whether alcohol is sold, the security deposit will be determined according to OSTARC policy.	\$100 - \$2000 Depending on size of event and whether alcohol is available, the security deposit will be determined according to OSTARC policy.	Per eventEvent
<u>Children Only Events</u> - excludes with no added work - Security / Cleaning Deposit required	No Charge	
<u>Open Riding</u> on full facility includes for residents/-renters & local training/lesson use when available. - <u>User Cleans</u>	No Charge	
<u>Government Agency Use</u> - Lighting charges may apply - <u>User Cleans</u>		
<u>Events 5 hours or less</u> NOTE: Cost of all events under 5 hours will be 50% of listed cost. Entire facility includes lighting, heating and sound.		
<u>Discount for 501©3 & Utah State Commercial Code, approved Non-Profit Associations</u> on base Cost of Indoor Arena, Outdoor Arena, Race Track, Entire Facility & Ball Fields Area (documentation required)	50%	Off base fees
<u>Local Residents</u> have limited use of all ball fields free of charge except for lighting costs. Use subject to bookings. Lighting at rates below.		
Indoor Arena ^{1,2} (Includes the use of conference room and parking.) <u>User Cleans</u>		
Base Fee (includes 3 full groomings, 2-4 banks of lighting & heating, all air-conditioning, & sound) ^{3,4,5}	\$260320.00	Per day
Base Fee - Off Season (July, Aug., Nov., Dec., Jan.) ^{3,4,5}	\$150200.00	Per day
<u>Concession</u> (event holder hires concessionaire - Food handlers permit required)	10%	Of Sales
Outdoor Arena ^{1,2,3,5} - <u>User Cleans</u>		
Arena Base Fee (includes 2 full groomings) & lights (when available) ^{3,4,5}	\$150.00	Per day
<u>Lighting</u> (when available)	\$10.00	Per hour
Entire Facility ⁵ (<u>Ballfields and Rodeo Grounds</u>) <u>User Cleans</u>		
<u>Event-Peak season</u> - bBase Fee-Fee (without stalls) ^{3,4} (Feb., Mar., Apr., May, June, Sept., & Oct.)	\$1,1501,836.00	Per day
<u>Event-Peak season</u> - Base base Fee-fee (with all non pre-used stalls) ^{3,4}	\$1,6503,780.00	Per day
<u>Event-Base Fee</u> Off Season - base fee (July, Aug., Nov., Dec., &	\$8751,200.00	Per day

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Jan.) (without stalls) ^{3,4}		
Off Season – base fee Event – Base Fee Off Season (July, Aug., Nov., Dec., & Jan.) (with all non-used stalls) ^{3,4}	\$1,250 2,350.00	Per day
Arena facility-off season/ peak season (no stalls included)	\$875.00 / \$1,150.00	Per day
Ballfields facility – off season/ peak season	\$800.00 / \$1,084.00	Per day
NOTE: Cost of all events under 5 hours will be 50% of listed cost. Entire facility includes lighting, heating and sound.	-	-
Warm-Up up Arena⁵ – User Cleans		
Warm-up Arena Full Day (1 full groom) ^{1,2,3,4}	\$100.00	Per day
War up arena for stall renters and short term horse exercise	No Charge	
Race Track⁵ – User Cleans		
Race Track Full Day Rental - 1 full groom-(professional) ^{1,2,3,4}	\$200 230.00	Per day
Conference Room – User Cleans		
Private Groups hire (includes parking; C Room is not available if indoor arena is rented) ^{1,2,3}	\$12.00	Per hour
Paid event users holders get conference room free with indoor Indoor Arena whole facility rental	No Charge	
Reservations required one week in advance prior for all meetings.		
Stalls – User Cleans (booking essential)		
Daily Stall Rentals – User Cleans^{1,2,3} Stalls (bookings essential)	\$15.00	Per day
Daily Rentals 24 stall barn – Existing overnight & monthly stall rentals will be deducted Barn rentals (24 stall) Exist overnight & monthly rentals will be deducted^{1,2,3}	\$288.00	Per day
Daily Barn Rentals (26-stall) barn – Existing overnight & monthly stall rentals will be deducted^{1,2,3}	\$312.00	Per day
Monthly Contract Rental User Cleans³ (park 1 non-camp trailer free existing renters as per contract rate)	\$50 100.00	Per month
Pens – User Cleans		
Portable Livestock Pen Space outdoor arena (Min 10'x 12' or Max 10' x 20')	\$10.00	Per day
Horse pens – Large (No more than 4 horses per pen)^{1,2,3}	\$40.00	Per day
Livestock pens – Large (No more than Max 10 Steer or \$4ez/4 horses per pen or \$10ea) animals other than horses per pen) ^{1,2,3}	\$8.00 - \$40.00	Per day
Long term rental of Livestock pens – User Cleans (no more than (Max 10 animals)steer/4 horses per pen)^{1,2,3}	\$45 80.00	Per month
Camping Over Night with Event or Stall Rental Parking (IN DESIGNATED AREA(S) ONLY in designated areas only)		
Stall Renter Trailer Parking-Camping with electrical-For Stall Renter (10 day max. if)(free with no hookup free)	\$10.00	Per day night
Non Stall Renters Trailer Parking-Camping - withoutNo	\$25.00	Per day night

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electrical/water- Non Stall Renter (10 day max.) ²			
Non Stall Renters Trailer Parking-Camping with electrical- Non Stall Renter (10 day max.) ²	\$30.00	<u>Per night</u>	Formatted: Superscript
Tent camping (10 day max.)²	<u>\$10.00</u>	<u>Per night/tent</u>	Formatted: Superscript
Ball Fields Area No Use out-side between the hours of 10:30pm to 7:00am. User Cleans			Formatted Table Formatted: Font: Bold
Pavilion (Hourly use – max 5hrs)	\$25 20.00	Per hr up to <u>5hrs</u>	
Pavilion (Daily use – 7:00am to 10:30pm)	\$160 150.00	Per day	
Pavilion Lights (all lights included)	\$8. 00	<u>Per hr</u>	
Concession (event holder hires concessionaire. Food handlers permit required)	<u>10%</u>	<u>Of sales</u>	
Ticketed events (as per arena) – Pay to OSTARC	\$1.00	Per ticket	Formatted Table
Portable sound	\$50.00	Per day	
Individual Ball fields / Soccer fields – commercial use competition use/training	\$200.00	Per day	
Individual Ball fields / Soccer fields 0 competition use/ training up to 5 hrs	<u>\$20.00</u>	<u>Per hr</u>	
Ball field lights	\$15.00 8.00	Per hr	Formatted Table
<i>Note: Local residents have limited use of all ball field facilities for free subject to bookings, except for lighting fees. Lighting at above rates.</i>			
Additional Services & Fees			
*Discount for 501(c)3 & Utah State Commercial Code approved Non Profit Associations; – qualifying entity on the Base Cost of Indoor Arena, Outdoor Arena, Race Track & Entire Facility, and Ball Fields Area (documentation required)	-50%	<u>Base Fees</u>	
Arena reduction of Extra lighting & heating banks – 2-4 of each available	\$15.00	Per bank	
High amp outlets (Twist lock fittings suitable for sound systems)	\$45.00 35.00	Per day	
Timing equipment	\$25.00	Per day	
Compact Arena	\$450.00	Per work	
Arena or outside pen rails removal & re-installation (Rails normally up) Put Up/Take Down Inside – ditto for outside pens – all rails (normal state: rails up)	\$300.00	Per work	
Rails Put Up/Take Down Inside– (front rails + front half of side row)	\$10.00	Per panel	
Sorting Round Pens x 2 – Put Up & Take Down	<u>\$300.00</u>	<u>Complete</u>	
Ticketed Events - Pay to OSTARC	\$1.00	Per ticket	Formatted Table
Arena Work - during normal business hours (<u>Monday-Friday, 7:00am-4:00pm</u>)	\$25.00	Per work	
Partial Work - during normal business hours (Rail-Tractor, Raseal-Fill)	\$15.00	Per work	
Race Track Water	\$75 100.00	Per work	
Race Track Work	\$75.00	Per work	
Staff Cost - per employee after hours (21-hour minimum, in 1-hour increments thereafter)	\$35.00	Per hour	
Tractor, Driver & Implement Cost (21-hour minimum, in 1-hour	\$50.00	Per hour	

increments thereafter) ⁴		
Storage Shed Rental – Prorated for portion of year	\$365.00	Per year
Astroturf <u>almost</u> entire arena	\$480.00	Per install
Astroturf \$40 per roll, does not cover the complete arena	\$40.00	Per roll
Roll-off Dumpster <u>or disposal of garbage to dump other than 3 site dumpsters</u>	At Cost	Per load
Arena use for local <u>group</u> riding lessons, training, etc. Max 5 horses/hr during open riding ⁶	\$5.00	Per rider
Arena use for local group riding lessons, training, etc., - exclusive use – Max 4 hrs ⁶	\$10.00	Per rider
Hire of the BMX track/UTV obstacle course <u>and maintenance track</u>	\$20.00	Per day
Upper Parking	\$75 100.00	Per <u>night</u> day
Local discount <u>(one discount per event)</u>	\$50.00	Per event

Footnotes

- ¹ Note: Cost of damage will be levied against the Cleaning Deposit. Cleaning deposits will be forfeited when notice of cancellation is less than ~~48 hours~~ 1 week prior to event.
- ² Note: Renting of some areas of the facility may cause adjacent areas to be closed and may result in rental of half or the whole facility.
- ³ Note: User and/or Event Holders are responsible for cleaning facilities and stalls which will be inspected 1st business day after event. If user requires OSTA to clean, cost will be at staff cost per hour line item.
- ⁴ Note: Only trained County employees will be allowed to operate OSTA equipment.
- ⁵ Note: To encourage additional events and future business at the facility, reductions to **base fees** for repeat customers in good standing may include: one repeat event the following year at 20% off; 2-4 events annually at 30% off; more than 5 events annually at 40% off; monthly events at 50% off. Only one type of discount applies.
- ⁶ Note: This policy ~~fee~~ is to promote local equestrian development.

3.06.120 Fees of the Recorder’s Office.

A. The following fees and charges are required by the Section 17-21-18.5 of the Utah Code Annotated (UCA). If there is a conflict between the fees contained herein and the Utah Code Annotated, the fees in the Utah Code Annotated shall govern:

Recording Fees	Fees
Recording any instrument (UCA 17-21-18.5 (1) (a))	\$10.00
Recording any instrument under Title 70A Uniform Commercial Code (UCA 17-21-18.5 (1) (b))	\$10.00 for the first page and \$2.00 for each additional page plus \$1.00 for each additional description
Recording a right-of-way connected with or appurtenant to any tract of land described in the instrument (UC 17-21-18.5 (1) (c))	\$1.00, but if the instrument contains more than two names for either the first or second party, or plaintiffs or defendants, \$1.00 for each additional name
Recording mining locations notices and affidavits of labor (UCA 17-21-18.5 (1) (d))	\$10.00 for the first page and \$2.00 for each additional page
Recording mining locations notices and affidavits of labor which contain more than two signers (UCA 17-21-18.5 (1) (e))	\$1.00 for each additional name, and for an affidavit or proof of labor which contains more than one mining claim, \$1.00 for each additional mining claim
Recording certificates under seal (UCA 17-21-18.5 (2) (b))	\$5.00
Recording any plat (UCA 17-21-18.5 (2) (c))	\$30.00 for each sheet and \$1.00 for each lot or unit designation
Taking and certifying acknowledgements, including seal (UCA 17-21-18.5 (2) (d))	\$5.00 or one name and \$2.00 for each additional name
Recording any license issued by the Division of Occupational and Professional Licensing (UCA 17-21-18.5 (2) (e))	\$10.00
Recording a Federal Tax Lien or discharging of the lien (UCA 17-21-18.5 (2) (f))	\$10.00

B. The following fees and charges are approved and shall be assessed and collected by the Recorder’s Office for plat maps:

Printing and Copying Plat Maps¹	Fees
18” x 18”	\$1.00
All sizes over 18” x 18”	\$3.00
24” x 36” mylar	\$5.00
Aerial maps	\$6.00
Survey maps—18” x 18” (Computer-generated)	\$1.00

← Formatted Table

¹ Note: For any of the above maps mailed, add two dollars (\$2.00).

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C. The following fees and charges are approved and shall be assessed and collected by the Recorder's Office for copies ~~and~~, faxes and e-mails:

Copies and Faxes	Fees
Assessment roll, hard copy	\$1,000.00
Address list, hard copy	\$200.00
Partial lists	\$2.00/page
Copies/Prints- Black & White	
Self-Serve: Any size	\$0.25/printed page
Staff-Serve	\$0.50/printed page
Staff-Serve- Including search and mailing	\$1.00/ printed page
Abstract book	\$1 .00 per page
Other	as determined by department

3.06.130 Fees of the Road Department.

A. The following fees and charges are approved and shall be assessed and collected by the Road Department for services:

Services	Fees
Right-of-way Encroachment permits- including driveways, access roads and other similar encroachments not associated with an active building permit.	\$250.00
Use of Equipment ¹	Equipment according to the rates published by <i>Equipment Cost Reference Guide</i>
Use of Operators ¹	Current hourly average of wage and all benefits of a County employee with the classification of Operator 1, 2 or 3
Street Vacation	\$300.00
Signs	
Creating Street Signs	\$50.00
Installation of Signs	\$175.00 per sign

¹ Note: Use of equipment or operators is limited to agreements that the County may have with other governmental entities.

B. The following fees and charges are approved and shall be assessed and collected by the Road Department for pavement cut permits:

Pavement Cut Permits	Fees
Non-paved excavation	\$150.00
Cuts in paved surfaces (<u>require verification that roadway cannot be bored</u>)	\$200.00
Road bores across a paved County Road	\$150.00
Cuts in asphalted surfaces 3 years old or less	\$1,000.00
Unauthorized excavation in County of Right of Ways ¹	\$2,000.00 plus pavement cut permit fee
Multiple cuts into the County Right of Ways for the same development ¹	\$2,000.00

¹ Note: County Road Supervisor may waive this fees based upon the circumstances including multiple cuts for looping of utilities or other practical reason.

3.06.140 Fees of the Sand Flats Recreation Area.

A. The following fees and charges are approved and shall be assessed and collected by the Sand Flats Recreation Area:

Services	Fees
Day use	\$5.00 for 1 day or \$10.00 for 7 days per 4-wheeled vehicle
	\$2.00 for 1 day or \$5.00 for 7 days per person by shuttle, bicycle or motorcycle
	\$2.00 per vehicle trailer
First Come First Serve Campsites	\$10.00 per vehicle with up to 5 people, then \$2.00 each additional person and \$2.00 per vehicle trailer
Reserved Group Campsite (E Sites) ¹	\$50.00/night plus \$10.00 reservation fee for group camping (11-16 people)
Reserved Group Campsite (Radio Tower Site) ¹	\$60.00/night plus \$10.00 reservation fee (11-20 people)
Sand Flats Annual pass	\$20.00
Acceptance of America the Beautiful- National Parks and Federal Recreational Lands Access Pass (for disability related discounts for day use and camping)	\$0.00 Day use 50% of campsite fee

¹Note: First night camping plus \$10 reservation fee is non-refundable.

3.06.150 Fees of the Sheriff's Office.

A. The following fees and charges are required by Section 17-22-2.5 of the Utah Code Annotated (UCA). If there is a conflict between the fees contained herein and the Utah Code Annotated, the fees in the Utah Code Annotated shall govern:

Services	Fees
Serving notices, rules, order subpoena, garnishments, summons, or summons and complaint, garnishee execution, or other process by which an action or proceeding is commenced on each defendant (UCA 17-22-2.5 (2) (a))	\$20.00 (UCA 17-22-2.5 (2) (a)) Plus, traveling fee ¹ of \$2.50 for each mile necessarily traveled, in going only, computed from the courthouse for each person served, to a maximum of 100 miles (UC 17-22-2.5 (4) (a) (i))
Taking or approving a bond or undertaking in any case in which he is authorized to take or approve a bond or undertaking, including justification (UCA 17-22-2.5 (2) (b))	\$5.00
Copy of any writ, process or other paper when demanded or required by law (UC 17-22-2.5 (2) (c))	\$0.50 for each folio
Serving an attachment on property, or levying an execution, or executing an order of arrest for an order for the delivery of personal property (UCA 17-22-2.5 (2) (d))	\$50.00 (UCA 17-22-2.5 (2) (d)) Plus, traveling fees ¹ only collected for the actual distance traveled beyond the distance required to serve the summons if the attachment of those orders accompany the summons in the action and may be executed at the time of the service of the summons (UCA 17-22-2.5 (5))
Taking and keeping possession of and preserving property under attachment or execution or other process (UCA 17-22-2.5 (2) (e))	The amount that the court orders to a maximum of \$15.00 per day
Advertising property of sale on execution, or any judgment, or order of sale, exclusive of the cost of publication (UCA 17-22-2.5 (2) (f))	\$15.00 (UCA 17-22-2.5 (2) (f)), shall be collected from the judgment debtor's part of the execution in the same manner as the sum directed to be made (UCA 17-22-2.5 (3))
Drawing and executing a sheriff's deed or certificate of redemption, exclusive of acknowledgment (UCA 17-22-2.5 (2) (g))	\$15.00 to be paid by the grantee
Recording each deed, conveyance, or other instrument affecting real estate, exclusive of the cost of recording (UCA 17-22-2.5 (2) (h))	\$10.00 to be paid by the grantee
Serving a writ of possession or restitution, and putting any person entitled to possession into possession of premises, and removing occupant (UCA 17-22-2.5 (2) (i))	\$50.00 (UCA 17-22-2.5 (2) (i)) Plus, traveling fee ¹ of \$2.50 for each mile necessarily traveled, in going only, computed from the courthouse for each person served, to a maximum of 100 miles (UCA 17-22-2.5 (5) (a) (i))

Holding each trial of right of property to include all services in the matter, except mileage (UCA 17-22-2.5 (2) (j))	\$35.00
Conducting, postponing, or canceling a sale of property (UCA 17-22-2.5 (2) (k))	\$15.00
Taking a prisoner in civil cases from prisoner before a court or magistrate (UCA 17-22-2.5 (2) (l))	\$2.50, for each mile necessarily traveled in going only, to a maximum of 100 miles
Taking a prisoner from the place of arrest to prison, in civil cases, or before a court or magistrate (UCA 17-22-2.5 (2) (m))	\$2.50, for each mile necessarily traveled in going only, to a maximum of 100 miles
Receiving or paying over money on execution or other process (UCA 17-22-2.5 (2) (n))	If the amount does not exceed \$1,000, 2% of this amount with a minimum of \$1.00; if amount collected exceeds \$1,000, 2% on the first \$1,000 and 1.5% on the balance
Executing in duplicate a certificate of sale, exclusive of filing it (UCA 17-22-2.5 (2) (o))	\$10.00
Delivering an insane person to the Utah State Hospital, when cost of delivery is payable by a private individual (UCA 17-22-2.5 (5) (a))	\$2.50 per mile for the distance from the county seat of his county to the Utah State Hospital, to a maximum of 100 miles; If the sheriff requires assistance to deliver the person to the Utah State Hospital, the sheriff may also charge the actual and necessary cost of that assistance (UCA 17-22-2.5 6 b)
Obtaining a saliva DNA specimen under section 53-10-404 (UCA 17-22-2.5 (6))	\$150.00

¹ Note: The Sheriff may only charge one mileage fee if any two or more papers are required to be served in the same action or proceeding at the same time and at the same address. (UCA 17-22-2.5 (5) (b)). If it is necessary to make more than one trip to serve any notice, order, process or other paper, the Sheriff may not collect more than two additional mileage charges (UC 17-22-2.5 (5) (c)).

B. The following fees and charges are approved and shall be assessed and collected by the Sheriff's Office:

Services	Fees
Accident reports	\$7.50
Per page for reports	\$1.00
Postings	\$5.00 per posting
Commercials, security, etc.	\$65.00 per hour/4-hour minimum
Vehicle use for commercials, movies, security	\$35.00 per hour plus \$1.00 per mile
Bailiff fees/ Security fees	\$18.00 per hour
Photo evidence	\$1.00 per picture
In-car video reproduction	\$40.00
Audio/research	\$25.00 plus \$25.00 per hour for reproductions that require extensive labor
Jail fees:	
Charge to state per inmate	\$\$46.85 per day
Charge to state for felony probationers	\$\$27.10 per day
Housing for non law enforcement transportation agencies	\$75.00 per day
Housing for out of County jail commitments	\$45.00 per day
Daily processing work release inmates	\$25.00 per day
Daily processing half way out work release inmates	\$10.00 per day

C. The following fees and charges are approved and shall be assessed and collected by the Sheriff's Office for Grand County **Search and Rescue (GCSAR)**:

Search and Rescue Services		Fees
Type of Incident	Definition	Billing Rate per 24 Hour Period
Small	3 hours or less, 6 responders or fewer	\$250.00
Medium	Over 3 hours, 6 responders or fewer	\$500.00
Medium	3 hours or less, 7 or more responders	\$500.00
Large	Over 3 hours, 7 or more responders	\$750.00
Expendables	i.e. Helicopter rent/fuel, damaged equipment, etc.)	actual replacement cost

GCSAR Special Event Reimbursement Schedule	Fees
Personnel	\$25.00/hour, 4 hour minimum

ATV/UTV	\$125.00 per unit/24-hr. day or less
Snowmobile	\$125.00 per unit/24-hr. day or less
Personal Water Craft	\$125.00 per unit/24-hr. day or less
Boat	\$250.00 per unit/24-hr. day or less
Tow or Transport Vehicle	\$35.00 per unit/24 hour day plus \$1.00/mile

3.06.160 Fees of the Surveyor's Office.

A. The following fees and charges are approved and shall be assessed and collected for the Surveyor's Office:

Services	Fees
Filing fee	\$10.00 per survey

3.06.170 Fees of Star Hall.

A. The following fees and charges are approved and shall be assessed and collected for the Star Hall:

Services	Fees
Short- Term Hall rental (Less than a week)	\$25.00 per hour (3-hour minimum)
Long- Term Hall rental (More than a week)	\$300.00 per week plus \$25.00 per hour during performance night
Security deposit ¹	\$300.00
501(c)3 and Utah State Commercial Code approved Non Profit Associations (documentation required)	50% off of Short –term or Long-term rental
Open/close fee (if required)	\$30.00
Extra custodial service	\$18.00 per hour
Lighting Board and Public Address System Deposit ²	\$150.00 ³ plus the actual cost of technician fees (paid directly to technician)
Projector, DVD, and Audio Supplies Deposit ²	\$150.00 ³ plus the actual cost of technician fees (paid directly to technician)
Portable Projector/Use of Wireless Microphone	\$150.00

¹ Note: Cost of damage will be levied against the deposit posted with the County. Remainder of the charges for damages will be paid by individual or entity in which the County has the rental agreement with. Security deposit will be forfeited when notice of cancellation is less than 24 hours.

² Note: This equipment shall only be released to authorized individuals approved by the County. A list of names with contact information of authorized individuals is available upon request. Renter is to make arrangements with authorized individuals to provide service

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associated with using the equipment. All other operators must be pre-approved by the County before the event.

³ Note: In the event any damage to the equipment occurs as a result of an unapproved person or persons handling, the Renter agrees to pay all costs to repair or replace equipment. Cost of damage will be levied against the deposit posted with the County. Remainder of the charges for damages will be paid by Renter with whom the County has the rental agreement.

3.06.180 Fees of the Moab Area Travel Council.

A. The following fees and charges are approved and shall be assessed and collected by the Moab Area Travel Council:

Services	Fees
Labels	\$0.02 each
CD's (one-time charge)	\$10.00

3.06.190 Fees of the Treasurer's Office.

A. The following fees and charges are approved and shall be assessed and collected by the Treasurer's Office:

Services	Fees
Tax and assessment roll hard copy	\$1,000.00
Partial tax roll hard copy	\$2.00 per page
Name and address index	\$0.10 per parcel
Prior years' information search	\$25.00 per hour
Additional pages	\$0.50
Parcel information printout	\$0.25 per page
Back Tax Report	\$10.00
Other	As determined by department

3.06.200 Fees of the Weed Department.

A. The following fees and charges are approved and shall be assessed and collected by the Weed Department:

Services	Fees
Spray time	\$52.00 per hour
Travel time	\$32.00 per hour
Mileage	\$0.70 per mile
Truck with spray rig	\$25.00 per hour
Tordon 22K	\$0.45 per ounce
Vanquish	\$0.45 per ounce
2, 4-D Amine	\$0.15 per ounce
Escort	\$15.00 per ounce
Curtail	\$0.40 per ounce
Milestone	\$2.75 per ounce
Roundup Pro / rodeo	\$0.25 per ounce

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3.06.210 Fees of Canyonlands Field (CNY).

A. The following fees and charges are approved and shall be assessed and collected by the Canyonlands Field:

Services	Fees
Landing Fee; Commercial Operations at CNY	\$0.65/1000 lbs. Max. Take Off Weight (MTOW)
Fuel Flowage Fee – FBO authorized vendor	\$0.06/gallon
Fuel Flowage Fee – Other than FBO	\$0.50/gallon
Retail Sales Office Area (2 years or more)	\$3.00/sq. ft. per month
Retail Sales Office Area (23 months or less)	\$4.00/sq. ft. per month
Reserved Car Parking Spaces light passenger cars and <u>light trucks only (30 days or more)</u>	\$30 60.00/space/month
Retail Sales Office and Ground Lease Application Fee	\$75.00
Ground Lease	\$0.21/sq. ft./year
Water and Sewer Rates – Single Hangar	\$19.50/month for water \$22.66/month for sewer
Ramp Fees	\$50.00 aircraft over 10,000 lbs. MTOW \$200.00 aircraft over 25,000 lbs. MTOW
Aircraft Parking/Tie Downs (Subject to long-term lease with Fixed Base Operator (FBO))	
Lease Rate	Hangar “A” \$0.25/sq.ft./month
Hangar “A” 60’x80’=4800 sq.ft.	Hangar “B” \$0.27/sq.ft./month
Hangar “B” 70’x90’+20’x60’=7500 sq.ft.)	
Billboard Fees – To be let for one-year term minimum	\$1. 45/sq. ft. / month

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3.06.220 Fees of the Haz-Mat Response Task Force.

A. The following fees and charges are approved and shall be assessed and collected by the Haz-Mat Response Task Force:

Services	Fees
All services rendered by the Haz-Mat Response Task Force	Actual costs as calculated by the Haz-Mat Response Task Force

3.06.320 Waiving Fees

A. Waiving Fees to Governmental Entities. Elected officials or department heads may waive the fees contained in this ordinance for services provided to other governmental entities.

B. Waiving of Fees. The County Council shall not consider requests to waive fees for a specific individual or entity that are not governmental entities.

3.06.330 Return of Fees.

A. Return of Fees. If service is not rendered, the Elected Official or Department Head may recommend to the Clerk Auditor in writing that the fees paid by an individual or entity be returned. Aggrieved individuals may appeal the Clerk Auditor's decision to the County Council.

3.06.340 Common Procedures for Collecting Additional Fees.

A. Additional Fees. If services require more resources than anticipated in the original application fee, either by County staff, services rendered by a professional or other third party services, the customer shall be responsible to reimburse Grand County for these charges plus 10% of the charges to cover administrative costs. Such fees and charges shall accrue to, and are payable by, the entity which receives service, executes an application, enters into a development agreement, or requests the service.

B. Billing Statements. The County shall bill customers for excess reimbursable fees accruing under this section and all other charges on a regular basis within forty-five (45) days of services. The billing by the County shall be in reasonable detail to permit the customer to determine the reason for the expenditure, and fees or charges incurred, along with the rate or other basis for the charge. Billings for reimbursable fees are due upon receipt and if the balance due is not paid within thirty (30) days of mailing, the customer is delinquent and is in default to the County. Billing statement from the County to the customer shall be deemed correct, accurate, undisputed and due in full unless the Clerk Auditor shall receive in writing of a disputed bill in reasonable detail to ascertain the exact question or matter in dispute within thirty (30) days of the postmarked date on the mailed statement or the date of hand-delivery if the statement is not delivered through the U.S. Mail.

C. Conference with Customer. The customer, or their representatives, may informally confer with County staff to obtain further information, ask questions, and receive clarification of charges included on the billings. An informal conference may result in changes to the invoice from the County to the customer. If the invoice is corrected or changed, the customer shall pay the corrected invoice within fifteen (15) days of receipt of the corrected invoice.

D. Disputed Amount to County Council. Any disputed amount after the customer has conferred with the County Staff may be disputed to the County Council. The customer shall notify the Clerk Auditor again in writing regarding the contested amount. The Clerk Auditor shall notify the Council Administrator to the need to place the issue on the County Council's agenda. The County Council shall consider the payment dispute in a regularly scheduled County meeting. Notice of the time, date and place of the meeting where the disputed statement will be considered by the County Council will be mailed to the customer not less than five (5) days before the date of the meeting. The customer may present any statement or evidence supporting the customer's position

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with respect to the dispute. The County Council shall vote on each disputed charge by the customer to determine whether or not to reduce or eliminate the disputed charges. The decision of the County Council shall be final.

E. Customers in Default. Customers must remain in good standing with all amounts due and payable to the County paid as such amounts become due. Customers who are delinquent in payment of reimbursable fees and charges to the County shall be deemed to be in default and future requests for services shall be delayed until the customer has remedied the default.

This Ordinance shall take effect after publication.

ATTEST:

Diana Carroll, Clerk/Auditor

A. Lynn Jackson, Grand County Council Chair

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
AUGUST 19, 2014

Agenda Item: O

TITLE:	Approving Appointment to the Housing Authority of Southeastern Utah Board
FISCAL IMPACT:	None
PRESENTER(S):	Council Member Tubbs, Council Liaison to the Board

Prepared By:

Kaleigh Welch
Council Office
Coordinator

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the appointment of Audrey Graham to serve on the Housing Authority of Southeastern Utah Board of Commissioners, with term expiring 12/31/2016.

BACKGROUND:

On April 15, 2014 the County Council voted 3-4 to approve the appointment of Ms. Graham to serve on the Housing Authority Board, thus the motion failed. Since that time, there have been significant changes in the Housing Authority. The Council re-advertised the position, and Ms. Graham re-applied.

The Housing Authority of Southeastern Utah Board of Commissioners met in an open meeting on August 13, 2014 re-interviewed the applicant. The Housing Authority Board again recommends to the County Council the appointment of Ms. Graham to serve on the Board, with term expiring 12/31/2016.

No other applications were received.

Resolution No. 3007 established a board appointment process and requirements of board members, commissioners, and committees. Board Members agree, in signing the application, to abide by Conflict of Interest Ordinance No. 462.

Upon appointment, the Council's Office will mail the appointee a letter congratulating them and inviting them to a training/orientation to be scheduled for 2015.

ATTACHMENT(S):

1. Board recommendation
2. Application received

**HOUSING AUTHORITY OF
SOUTHEASTERN UTAH**
SERVING GRAND AND SAN JUAN COUNTY

August 13, 2014

Grand County Council
125 E. Center Street
Moab, UT 84532

Re: Housing Authority of Southeastern Utah Board Recommendation Letter

Dear Grand County Council Members:

The HASU Board of Directors received a resubmitted application for one open vacancy. The Board met today, August 13, 2014 in an open meeting and interviewed the candidate, Audrey Graham. Following the interview, the Board voted 4-1 in favor of recommending to the Council Audrey Graham for a HASU Board term ending 12/31/2016.

Thank you,

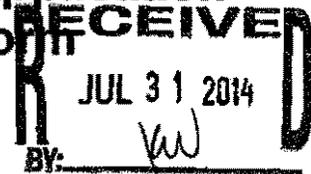


Catherine A. Bonde
HASU Chair





Board and Commission Application and Certification Form



Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or council@grandcountyutah.net

Board or Commission Position Applied For: Housing Authority of SE Utah

Name: Audrey Graham

Mailing Address: 1701 Murphy Lane

City: Moab State: UT ZIP Code: 84532

Day Phone: 435-220-0185 Email Address: graham4grand@yahoo.com

In what year did you establish your current residency in Grand County? 1984
(residency is required for all Boards; some District boards require residency within the District, which may not include Moab City limits; **two** years' residency prior to assuming board membership is required for Planning Commission)

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) Grand

Occupation or professional training: Child Development Specialist

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

I have served as a home visitor to families with children ages 0-3 who have physical and developmental delays. In this capacity I have extensive experience and knowledge of the areas in our county which have high concentrations of dilapidated and unsafe housing. I am also very familiar with many of the families who work two to four jobs and struggle to pay for housing. I constantly refer families to HASU to pursue better housing and am familiar with the hoops they must jump through and the problems they encounter. I feel I can see the issues from both the HASU and family perspectives, which is very helpful to any board.

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

I served on the Grand County Council for 8 years (2004-2012) and worked very hard to re-connect HASU with both the City of Moab and Grand County. With the newly open meetings and connections to the local government, I served as the county liaison to HASU for over 6 years. I attended numerous conferences state

wide and gained great knowledge in the methods of providing housing to low income citizens. I am especially interested in those methods which do not use tax payer dollars and which allow rental units to be built in family-friendly designs. Not every American is set to own a home, especially in Moab's transient population. I can hit the ground running on the board, as I am familiar with many of the players locally and statewide, as well as know the numerous acronyms and detailed programs involved.

I was the chair of the Homeless Coordinating Committee for 7 years, was extremely involved in the Affordable Housing Study of 2008, as well as serving on the Moab/Grand Affordable Housing Task Force since its inception and am on the board of the Grand Land Trust. I am happy to say that I was heavily involved in helping design and implement the changes needed to enable 60 families to have safe, affordable, non-subsidized housing via the tax-credit funded Cinema Court Apartments on Mill Creek Drive. I would be honored to serve a term on HASU's board during the changing financial landscape of housing in the US.

Grand County Resolution 3007 (December 2013) contains the following Board Member requirements:

- Must be a Grand County resident (unless otherwise noted);
- Terms shall be for four years, unless a shorter period is required by law, or unless a mid-term vacancy is being filled;
- All terms shall end December 31st with the new member taking office the first meeting in January of the following year;
- Board Members shall have the appropriate expertise when required by law;
- Submit applications to the Council's Office in accordance with the requirements contained in the notice;
- Agree to abide by the County's Conflict of Interest Ordinance.

Additionally, the State Code has the following requirements for *Special Service Districts in Grand County*:

- No appointed member of the Board may be a full or part-time employee of the District while serving on the Board;
- No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District;
- A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service;
- Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District.

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 462, November 2007) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Signature:  Date: 7-30-14

CONSENT AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
AUGUST 19, 2014

Consent Agenda Item: P-Q

TITLE:	P. Ratifying Chair's Signature on a Bureau of Land Management Certification for Federal Assistance for a Grant Application for Onion Creek Road Stabilization and Water Quality Protection Project Q. Ratifying Chair's Signature on Contracted Primary Provider Change of Address Form for the Family Support Center
FISCAL IMPACT:	See Corresponding Agenda Summary, if any
PRESENTER(S):	None

Prepared By:

KaLeigh Welch
Council Office Coordinator
435-259-1346
kaleighwelch@grandcountyutah.net

RECOMMENDATION:

I move to approve the consent agenda and authorize the Chair to sign all associated documents.

BACKGROUND:

See corresponding agenda summary, if any and related attachments

ATTACHMENT(S):

See corresponding agenda and related attachments

FOR OFFICE USE ONLY:

Attorney Review:

N/A

ATTACHMENT A

Agenda Item: P

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CERTIFICATION FOR FEDERAL ASSISTANCE

Certification Regarding Lobbying - Certification for Contracts, Grants, Loans, and Cooperative Agreements. Applies to recipients of awards exceeding \$100,000.

This certification is required by Section 1352, title 31, U.S. Code, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions."

The undersigned certifies, to the best of his or her knowledge and belief, that:

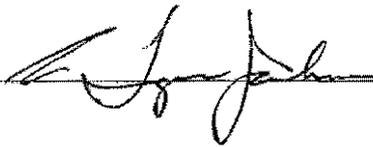
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

Signature & Date  8/14/14 (ALT)

Typed name and title A. Lynn Jackson, Grand County Council Chair

Applicant/Recipient Grand County



L14AS00272
BLM UT Onion Creek Road Stabilization and Water Quality Protection Project
 Department of the Interior
 Bureau of Land Management

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- SYNOPSIS DETAILS**
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[Print Synopsis Details](#)

The synopsis for this grant opportunity is detailed below, following this paragraph. This synopsis contains all of the updates to this document that have been posted as of 7/28/2014. If updates have been made to the opportunity synopsis, update information is provided below the synopsis.

If you would like to receive notifications of changes to the grant opportunity click [send me change notification emails](#). The only thing you need to provide for this service is your email address. No other information is requested.

Any inconsistency between the original printed document and the disk or electronic document shall be resolved by giving precedence to the printed document.

General Information

Document Type:	Grants Notice	Posted Date:	Jul 28, 2014
Funding Opportunity Number:	L14AS00272	Creation Date:	Jul 28, 2014
Funding Opportunity Title:	BLM UT Onion Creek Road Stabilization and Water Quality Protection Project	Original Closing Date for Applications:	Aug 18, 2014
		Current Closing Date for Applications:	Aug 18, 2014
		Archive Date:	Sep 30, 2014
Opportunity Category:	Discretionary	Estimated Total Program Funding:	\$250,000
Funding Instrument Type:	Cooperative Agreement	Award Ceiling:	\$25,000
Category of Funding Activity:	Natural Resources	Award Floor:	\$25,000
Category Explanation:			
Expected Number of Awards:	1		
CFDA Number(s):	15.236 -- Environmental Quality and Protection Resource Management		

Cost Sharing or Matching Requirement: No

Eligibility

Eligible Applicants: Unrestricted (i.e., open to any type of entity above), subject to any clarification in text field entitled "Additional Information on Eligibility"

Additional Information on Eligibility:

Additional Information

Agency Name: Bureau of Land Management

Description: The Onion Creek road is located within the Onion Creek floodplain for over 7 miles and has sustained major damage from large floods last fall. Due to the flood damage, the road is temporarily routed through unstable locations, affecting water quality, riparian and stream bank conditions. The Grand County Road Department has completed these emergency repairs to make the road passable, but the County and the BLM have a common interest in a better long term solution and stabilization of this road. This proposed project is a collaborative effort between the Grand County Road Department, the Moab Area Watershed Partnership, the Bureau of Land Management, and the Utah Division of Water Quality to improve water quality conditions in Onion Creek, a stream that is currently listed by the State of Utah as impaired and not meeting state water quality standards. This project will benefit the public by providing a safer, more reliable road that does not wash out as often which would reduce the impacts to water quality from an unstable road and streambanks. This project may also reduce impacts to TES fish species in the Colorado River by reducing sediment and salinity from the Onion Creek Drainage, which is a direct tributary. The project consists of two phases. The initial phase will complete a feasibility study of the best alignment of the road to minimize impacts to riparian

habitat and water quality. The second phase will be design and implementation of road construction and stabilization measures.

Link to Additional Information: <http://www.grants.gov>

Contact Information: If you have difficulty accessing the full announcement electronically, please contact:

Maria Gochis, Grants Management Officer, 801-539-4178 maria_gochis@blm.gov
mgochis@blm.gov

[Print Displayed Version](#)

Synopsis Version History

The following files represent the modifications to this synopsis with the changes noted within the documents. The list of files is arranged from newest to oldest with the newest file representing the current synopsis. Changed sections from the previous document are shown in a light grey background.

Synopsis Version Name	Modification Description	Date Modified
<u>Current Version</u>		Jul 28, 2014

DISPLAYING: Current Version

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[Print Announcement List](#)

Click on the following file links to download the full announcement:

Announcement Group	Description	File Type
Full Announcement	Zip of All Attachments	ZIP
Full Announcement	Full Announcement	DOC

[Print Package List](#)

Selected Grant Applications for Download

Download the application and its instructions by selecting the corresponding download link. Save these files to your computer for future reference and use. You do not need Internet access to read the instructions or to complete the application once you save them to your computer.

READ BELOW BEFORE YOU APPLY FOR THIS GRANT!

Before you can view and complete an application package, you MUST have Adobe Reader installed. Application packages are posted in Adobe Reader format. You may receive a validation error using incompatible versions of Adobe Reader. To prevent a validation error, it is now recommended you uninstall any earlier versions of Adobe Reader and install the latest compatible version of Adobe Reader. If more than one person is working on the application package, ALL applicants must be using the same software version. [Click to download the required Adobe Reader if you do not have it installed already.](#)

Please click the support tab for additional resources.

Below is a list of the application(s) currently available for the Funding Opportunity.

To download the application instructions or package, click the corresponding download link. You will then be able to save the files on your computer for future reference and use.

CFDA	Opportunity Number	Competition ID	Competition Title	Agency	Instructions and Application
15.236	L14AS00272			Bureau of Land Management	Download



Contracted Primary Provider Change of Address Form

(NOTE: This form is only for changes to the Primary Provider Record indicated below. Use CAPS Update Secondary Provider Record form for changes to the Secondary Provider Record.)

Is the change below a change in the Provider's: (Check all that apply)

- Corporate Legal Address
- Payments, billing forms, and mailing/correspondence address.
- Provider e-mail address/telephone number.

List contract numbers affected by change:

120834

Note: If Contractor payments are processed through FiNet, the Division staff must notify the Utah State Division of Finance about this change as BCM does not have access to FiNet!

<p>*Contractor Name: Grand County</p>	<p>*Provider ID # (NOT the Contractor's IRS #): Division will fill out if unknown</p>
<p>Previous address: (Number, Street, City, State and Zip) 180 South 300 East, Suite #1</p>	
<p>New address: (Number, Street, City, State and Zip) 125 E. Center Street, Moab, UT 84532</p>	
<p>New mailing address, if different from above: (Number, Street, City, State and Zip)</p>	
<p>New telephone number:</p>	
<p>New email address:</p>	
<p>*Signature: (Corporate officer, principal, or individual who has legal authority to make representations on behalf of the Contractor)</p>	<p>*Date of Signature: August 11, 2014</p>
<p>Print Name and Title of Signatory: Lynn Jackson/Grand County Council Chair</p>	

**Note: * denotes required information.*

***Note: Changes to the Contractor's Name, and/or IRS number must be handled through the amendment process. A new W-9 filled out and signed by the Contractor must be submitted with the amendment. The change must also comply with procurement requirements.*

ContractorName Grand County
(From Front Page)

Signature and Approval

DHS Agency Representative Requesting Change of Address: (required)

*Name:		Work Phone:	
*Email:		Agency:	
*Office/Region Name:		*Office/Region Location:	

(NOTE: BCM will only accept forms submitted and signed below by Contract Staff at the State Administrative Level.)

My signature below indicates that I have reviewed the above information, and to the best of my knowledge, found it to be accurate.

DHS Division Designee's Signature

Date