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NOTICE OF PUBLIC MEETING

TO THE PUBLIC AND RESIDENTS OF VERNAL CITY: Notice is hereby given that the **VERNAL CITY COUNCIL** will hold a regular meeting on **Wednesday, March 18, 2015 at 7:00 p.m.** in the Vernal City Council Chambers at 374 East Main St, Vernal, Utah.

A G E N D A

7:00 p.m.

OPENING CEREMONY

1. Welcome
2. Invocation or Uplifting Thought
3. Pledge of Allegiance

STANDING BUSINESS

1. Approval of Minutes of March 4, 2015 Regular Meeting

PUBLIC BUSINESS

1. Introduction of New Employee Sherry Carlson - Administrative Clerk II in the Finance Department – Mike Davis
2. Request for Sponsorship of Alive After Five – Joe Evans

7:15 p.m.

PUBLIC HEARING

1. Request for Recommendation to Consider Amending the Vernal City Municipal Planning & Zoning Code – Chapter 16.10 – Board of Adjustment – Ordinance No. 2015-05 (1st Reading) – Allen Parker

POLICY & LEGISLATION

1. Request for Approval of Change Orders for the Airport GDA Contract – Amendments No. 2 & 6 – Kelly Harvey
2. Ground Lease for Airport – Todd Christenson – Kelly Harvey
3. Ground Lease for Airport – Blue Sky Aviation Investments – Kelly Harvey
4. Request for Approval of Landscaping Bids – Ken Bassett
5. Request for Approval to Donate 1983 Dump Truck to Golf Course – Ken Bassett
6. Request for Approval for Allen Parker to Attend the International Council of Shopping Centers (ICSC) for the Retailer's Convention in Las Vegas – Allen Parker
7. 500 South 1500 East – Storm Water / Curb & Gutter Project – Ken Bassett

ADMINISTRATIVE REPORTS

- | | |
|---------------------------------|--------------------------|
| 1. Uintah Impact Mitigation SSD | 3. Uintah Recreation SSD |
| 2. Public Safety | 4. Uintah Health SSD |

ADJOURN

NOTE: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify Ken Bassett at 374 East Main, Vernal, Utah 84078 or phone (435) 789-2255 at least three days before the meeting.

March 17, 2015

MEMORANDUM

TO: Mayor & City Council
FROM: Ken Bassett, City Manager
RE: *Agenda Items of March 18, 2015 Council Meeting.*

PUBLIC BUSINESS

1. **Introduction of New Employee Sherry Carlson - Administrative Clerk II in the Finance Department – Mike Davis:** Mike Davis, Finance Director, will introduce Sherry Carlson who is a new employee in the Finance Department replacing the Administrative Clerk who recently moved to Salt Lake.
2. **Request for Sponsorship of Alive After Five – Joe Evans:** Mr. Evans, who represents Evans Broadcasting and who has been a sponsor for Alive After Five since the beginning, will be at the Council meeting to once again provide information to the Council regarding this event that the City has helped sponsor since its inception. The City has annually appropriated \$3,500 for this sponsorship.

PUBLIC HEARING

1. **Request for Recommendation to Consider Amending the Vernal City Municipal Planning & Zoning Code – Chapter 16.10 – Board of Adjustment – Ordinance No. 2015-05 (1st Reading) – Allen Parker:** In your packets, you will find a copy of this recommended change to the Planning & Zoning ordinance of the City providing for a new concept, replacing the Board of Adjustment and going with an Administrative Hearing Officer. Statewide, cities and towns and counties are finding that the use of Boards of Adjustment are becoming very infrequent. In fact in the case of Vernal City, very seldomly do we ever use a Board of Adjustment. For that reason, it was determined that if there are, in fact, reasons to hear requests for variances or appeals, such would go before a hearing officer.

The Planning Commission has reviewed this recommendation and has spent quite a bit of time discussing the advantages of going this route. In the end, they are recommending changes as you will see in the draft of this ordinance.

I have indicated on the agenda that this is the first reading. The ordinance is fairly lengthy as it outlines the roll of the hearing officer, how the hearing officer would be chosen, and some of the qualifications for a hearing officer. I felt that the City Council should first hear from Mr. Parker regarding the need to make the change and focus on some of the specific requirements in this ordinance, and then take some time to consider these changes before

they are made. I will therefore put the second reading on the next Council meeting agenda if the Council wants to further consider this change.

POLICY & LEGISLATION

1. **Request for Approval of Change Orders for the Airport GDA Contract – Amendments No. 2 & 6 – Kelly Harvey:** Mr. Harvey will be at the Council meeting to explain some of the changes to the engineer's contract for the airport runway improvement project. As I have looked at these changes, I consider them to be fairly substantial. Mr. Harvey has indicated that FAA has changed requirements midstream, which requires the engineers to consider the new amendments to FAA regulations. This in turn increases the cost of their contract. It would be my understanding that FAA is picking up 95% of this cost, with the City and the County picking up their remaining proportion of the costs.
2. **Ground Lease for Airport – Todd Christenson – Kelly Harvey and 3. Ground Lease for Airport – Blue Sky Aviation Investments – Kelly Harvey:** Mr. Harvey will present these two ground leases, each for leasing hangers at the airport.
4. **Request for Approval of Landscaping Bids – Ken Bassett:** Included in your packet is a summary of bids received for the mowing and landscaping maintenance work to be done on Aggie Boulevard and Main Street associated with those roadway improvements. The work has been done for the last four years by Red Mountain Landscaping. There were other interested landscapers seeking to submit proposals this year. I did advertise this work, and we did receive three different bids. The low proposal financially is from Strawberry River Enterprises. This company presently does all the landscaping work for the LDS churches in our valley. I did receive a good recommendation from Jeff Calder, who is the Director of the Facilities Management Group for the LDS Church. This company has been doing this work for the LDS church for the past six to seven years. At this point, I see no reason why this contract could not be awarded to Strawberry River Enterprises.
5. **Request for Approval to Donate 1983 Dump Truck to Golf Course – Ken Bassett:** In your packets, you will find a copy of an email sent to me from Glade Allred, our Streets Superintendent, regarding the donation of a 1983 dump truck to the golf course. As the email indicated, the City recently replaced this dump truck with a new one, and this old dump truck is similar to another one that was donated several years ago. Glade believes that although this 1983 dump truck is not in good condition, it could be used for parts to assist the golf course in keeping the dump truck that they have working. The motor pool has indicated that this dump truck is marginally operable, although there are several things that would have to be repaired in order for it to pass an inspection. Also, there are fairly significant electrical problems with it. That is the reason it was replaced this year.
6. **Request for Approval for Allen Parker to Attend the International Council of Shopping Centers (ICSC) for the Retailer's Convention in Las Vegas – Allen Parker:** Mr. Parker has requested to attend this conference again as he has done for the past three years. I believe this is an opportunity to meet with different retailers who might have interest in coming to the Basin and specifically to the Vernal area. The estimated cost of this trip is

\$1,500 which includes transportation and registration for the conference. Mr. Parker will answer any other questions which you might have regarding this request.

7. **500 South 1500 East – Storm Water / Curb & Gutter Project – Ken Bassett:** Included in your binders is the summary of bids received for this project. These improvements will direct storm water on 500 South, East of Highway 40, to an existing storm drain pipe on 500 South. This improvement will keep the storm drainage from the roadway out of the 500 South irrigation ditch used by the farmers. Three bids were received. The low bid is from Stubbs & Stubbs. The engineers will be at the Council meeting to formally make this recommendation for the award of the contract. Funds for this project will be coming from the storm drain fund.

MINUTES OF THE VERNAL CITY COUNCIL REGULAR MEETING HELD
MARCH 4, 2015 at 7:00 p.m. in the Vernal City Council room, 374 East Main,
Vernal, Utah 84078.

PRESENT: Councilmembers Ted Munford, Dave Everett, Samantha Scott, Bert Clark and Mayor Sonja Norton. Councilmember JoAnn Cowan was excused.

WELCOME: Mayor Norton welcomed everyone to the meeting.

INVOCATION OR UPLIFTING THOUGHT: An invocation was given by Councilmember Dave Everett.

PLEDGE OF ALLEGIANCE: The pledge of Allegiance was led by Councilmember Samantha Scott.

INTRODUCTION OF NEW EMPLOYEE TODD ALLRED – SEWER TECHNICIAN: Mike Davis, Water and Sewer Superintendent, explained that a new employee, Todd Allred, has been hired to work in the Sewer Department. Mr. Allred comes from Las Vegas and is excited to work here. The Council welcomed Mr. Allred to Vernal City.

Mike Davis explained that he has been elected to the Rural Water Association Board of Directors. The main purpose of the Association is to help small water entities stay in compliance to provide safe drinking water. The staff visits cities and towns, has specialists on staff and provide a broad spectrum of training. Mr. Davis encouraged the Council Public Works Committee to attend their next conference as there are classes geared for elected officials.

APPROVAL OF CITY COUNCIL MINUTES OF FEBRUARY 4, 2015: Councilmember Dave Everett moved to approve the minutes of February 4, 2015. Councilmember Ted Munford seconded the motion. The motion passed with Councilmembers Munford, Everett, Scott and Clark voting in favor

REQUEST FOR APPROVAL OF EASEMENT FOR THE UINTAH RECREATION DISTRICT: Ken Bassett explained that the City received a request from the Uintah Recreation Special Service District for an easement to install a storm drain line from 2000 East Street going east to the first pond on the golf course. The City owns the property and has to approve the easement. The Recreation District plans to use the storm water as part of the irrigation water for the golf course. Councilmember Clark asked if the easement would go through the old Fairway #1. Ken Bassett stated that Timberline Engineering is developing the easement documents which will include a legal description as well as a plat showing the exact location of the easement. He noted that Naples City is making improvements to the roadway along 2000 East, and the storm water needs to be taken care of. An oil separator will also be installed to prevent sludge or contaminants from entering the pond. Councilmember Scott stated she thought it was the pond close to the hill. Ken Bassett stated that if the Council is supportive of the easement, when the easement documents are received, he will forward them to the Council so they know the exact location. Councilmember Bert Clark asked why the fence line was moved. Ken Bassett stated that the line must have been in the right-of-way for the road, and he will verify that with the project engineer. After further discussion, Councilmember Ted Munford moved to approve the easement

MINUTES OF THE VERNAL CITY COUNCIL REGULAR MEETING HELD MARCH 4, 2015

48 for the storm drain line at the golf course. Councilmember Samantha Scott seconded the motion.
49 The motion passed with Councilmembers Munford, Scott, Everett and Clark voting in favor.
50 Councilmember Clark asked the staff to inform the Council of the exact location of the line when
51 that information is provided to the City.
52

53 **REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH**
54 **CRS ENGINEERS FOR PAINT STRIPING PROJECT:** Ken Bassett reminded the Council
55 that the Street Department budgets to stripe the roadways at least twice per year. The engineers
56 prepare all the bidding documents and design engineering for three separate stripping's into 2016
57 at a cost of \$4200 and an additional \$2600 if any construction management is needed.
58 Councilmember Clark asked how many years these engineers have been doing this work for the
59 City. Ken Bassett answered that they have done this around ten years. Councilmember Clark
60 noted that they probably have very little work to do and possibly could do it cheaper. Ken Bassett
61 stated he would talk with the engineers to make sure they are billing only for additional work that
62 they need to do for this year. After further discussion, Councilmember Bert Clark moved to
63 approve the professional services agreements with CRS Engineering for the paint striping project.
64 Councilmember Dave Everett seconded the motion. The motion passed with the following roll
65 call vote:

- 66 Councilmember Munford..... aye;
- 67 Councilmember Everett..... aye;
- 68 Councilmember Scott..... aye;
- 69 Councilmember Clark..... aye

70
71 **ADMINISTRATIVE REPORTS:**

72
73 Drug Court:

74 Councilmember Everett asked that a letter be sent to the graduating drug court members
75 congratulating them on their accomplishment. Mayor Norton agreed and stated that the Council
76 and Mayor will sign the letter. She asked that the staff e-mail any letters from graduates to
77 them.
78

79 Budget Reopener:

80 Ken Bassett explained that the Budget Committees will meet the week of March 23rd to go over
81 the FY2015 budget reopener. The requests for budget items for the 2016 budget have been sent
82 to the department heads and the Council Committees will review those requests the week of
83 April 13th. In May, the Council will hold the workshops.
84

85 Utah League of Cities and Towns Spring Conference:

86 Ken Bassett asked the Council who will be attending the ULCT spring conference scheduled for
87 April 8th through the 10th. Councilmember Clark and Mayor Norton indicated they would be
88 attending. Councilmembers Munford, Everett and Scott stated they would check their
89 calendars.
90

91 Community Concert:

92 Ken Bassett indicated that the Uintah Basin Orchestra and Choir will be performing on March 7th

MINUTES OF THE VERNAL CITY COUNCIL REGULAR MEETING HELD MARCH 4, 2015

93 and they have provided six tickets to the Council. The conductors, Craig Jessop and Mack
94 Wilburg, will be here from Salt Lake City for this performance.
95

96 **ADJOURN:** There being no further business, Councilmember Bert Clark moved to adjourn.
97 Councilmember Ted Munford seconded the motion. The motion passed with a unanimous vote
98 and the meeting was declared adjourned.
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ATTEST:

Roxanne Behunin, Deputy Recorder

Mayor Sonja Norton

(SEAL)

AWAITING FORMAL APPROVAL

ORDINANCE NO. 2015-05

AN ORDINANCE AMENDING THE VERNAL CITY MUNICIPAL CODE, CHAPTER 16.10 - APPEALS AND VARIANCES, ESTABLISHING A HEARING OFFICER AS THE APPEAL AUTHORITY FOR APPEALS RELATING TO LAND USE DECISIONS, SUBDIVISIONS, AND VARIANCES, AND SETTING FORTH PROCEDURES AND STANDARDS OF REVIEW, AND ESTABLISHING STANDARDS FOR GRANTING OF VARIANCES.

WHEREAS, Utah Code Ann. Section 10-9a-701 requires that municipalities establish an appeal authority for land use decisions; and,

WHEREAS, the Utah code authorizes cities to establish a hearing officer as the appeal authority relating to land use decisions and related matters; and,

WHEREAS, the Utah code authorizes cities to establish a standard of review; and,

WHEREAS, many of the matters dealing with land use appeals and granting of variances and related matters are technical and require a knowledge of land use law and procedures and due process; and,

WHEREAS, historically appeals to the previously established board of adjustment have been very infrequent and maintaining a level of commitments and expertise among the lay volunteer members of the board of adjustment is difficult; and,

WHEREAS, a hearing officer can be required to have the requisite knowledge experience and skills to fairly consider the facts and apply the law to appeals relating to land use decisions

WHEREAS, the City Council has received input from the public at large in duly noticed open meetings, and has considered and discussed the advantages and disadvantages of such regulation.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF VERNAL CITY, UTAH AS FOLLOWS:

Section 1. Chapter 16.10 is hereby amended to read as follows

16.10 APPEALS AND VARIANCES.

Section 2. Section 16.10.010 is hereby amended to read as follows

16.10.010 Appeals and Variances Hearing Officer Established.

~~The Board of Adjustment shall consist of three (3) members and one (1) alternate, each to be appointed by the Mayor with the consent of the City Council for a term of five (5) years. No member of the Board of Adjustment / Appeal Authority shall also serve as a member of the City~~

~~Council or the Planning Commission / Land Use Authority. Any member or alternate member may be removed for cause by the City Council upon written charges and after a public hearing, if such public hearing is requested. Vacancies shall be filled for the unexpired term of any member or alternate member whose term becomes vacant by the Mayor with consent of the City Council. The alternate member shall have no voting privileges except when a member be temporarily unable to act owing to the absence from the City, illness, interest in a case before the Board or any other cause, and when the alternate member is needed to create a full quorum of three (3) members.~~

A. Creation: The position of appeals and variances hearing officer is created pursuant to the enabling authority granted by the municipal land use, development, and management act, section 10-9a-701 of the Utah Code Annotated.

B. Jurisdiction and Authority: The Appeals and Variances Hearing Officer shall have the following powers and duties in connection with the implementation of this title:

1. Hear and decide appeals from any administrative decision made by the planning director in the administration or the enforcement of this title pursuant to the procedures and standards set forth in section 16.10.020, "Appeals Of Administrative Decisions", of this code;

2. Authorize variances from the terms of this title pursuant to the procedures and standards set forth in section 16.10.030, "Variances", of this code;

3. Hear and decide appeals from decisions made by the Planning Commission concerning subdivisions or subdivision amendments pursuant to the procedures and standards set forth in section 16.10.060, "Subdivisions And Condominiums", of this code; and,

4. Hear and decide appeals from administrative decisions made by the Planning Commission pursuant to the procedures and standards set forth in this code.

5. Hear and decide appeals from decisions of the planning director regarding reasonable accommodation of group homes including residential facilities for the elderly and residential treatment facilities.

6. Hear and decide appeals of final decisions made determining the status of nonconforming use or nonconforming structures.

7. Hear and decide appeals from final determinations of fees paid by the applicant for any land use application.

C. Qualifications: The Appeals and Variances Hearing Officer shall be appointed by the Mayor with the advice and consent of the City Council. The Appeals and Variances Hearing Officer shall be appointed for a term of two (2) years and thereafter may be appointed for succeeding two-year terms. The Appeals and Variances Hearing Officer shall either be law trained or have significant experience with land use laws and the requirements and operations of administrative hearing processes.

D. Conflict Of Interest: The Appeals and Variance Hearing Officer shall not participate in any appeal in which the appeals and variances hearing officer has a conflict of interest. If an appellant alleges that the Appeals and Variances Hearing Officer has a conflict of interest, and the Appeals and Variances Hearing Officer does not recues himself/herself, the matter shall be brought before the City Council which will make the final decision concerning the existence of a conflict and what remedies are necessary to mitigate the conflict.

E. Removal Of The Appeals and Variances Hearing Officer: The Appeals and Variances Hearing Officer may be removed by the Mayor for violation of this title or any

policies and procedures adopted by the planning director following receipt by the Mayor of a written complaint filed against the Appeals and Variances Hearing Officer. If requested by the Appeals and Variances Hearing Officer, the Mayor shall provide the Appeals and Variances Hearing Officer with a public hearing conducted by a different hearing officer appointed by the Mayor.

F. Employment Agreement: The Appeals and Variances Hearing Officer shall be an independent contractor; and will enter into a contract for services at the beginning of each appointed term. Terms for compensation and reimbursement will be determined and agreed upon in the contract. The terms and conditions of the contract shall be approved by the City Council. (PZSC § 03-04-001)(Ord. No. 95-03, Amended, 04/04/95)

Section 3. Section 16.10.020 is hereby amended to read as follows

16.10.020 Appeals of Administrative Decisions.

~~— The Board of Adjustment shall organize and elect a chairman and adopt rules in accordance with the provisions of this title. Meetings of the Board shall be held at the call of the chairman and at such other times as the Board may determine. The chairman, or in his absence the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings of the Board shall comply with the requirements of Title 52, Chapter 4, "Open and Public Meetings," Utah Code Annotated, 1953. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions; all of which shall be immediately filed in the office of the Board and shall be a public record.~~

A. Authority. As described in Section C of this chapter, the Appeals and Variances Hearing Officer shall hear and decide appeals alleging an error in any administrative decision made by the planning director in the administration or enforcement of this title, as well as administrative decisions of the Planning Commission. In addition, the Appeals and Variances Hearing Officer shall hear and decide applications for variances.

B. Parties entitled to appeal: An applicant or any other person or entity within the jurisdiction of the Appeals and Variances Hearing Officer adversely affected by a decision administering or interpreting this title may appeal to the Appeals and Variances Hearing Officer.

C. Procedure: Appeals of administrative decisions made by the Planning Director, or Planning Commission to the Appeals and Variances Hearing Officer shall be taken in accordance with the following procedures:

1. Filing of appeal: An appeal shall be made in writing within fourteen (14) days of the administrative decision by the Planning Director or Planning Commission and shall be filed with the Planning Director. The appeal shall specify the decision appealed, the alleged error made in connection with the decision being appealed, and the reasons the appellant claims the decision to be in error, including every theory of relief that can be presented in district court.

2. Fees: Nonrefundable application and hearing fees shown on the Vernal City consolidated fee schedule shall accompany the appeal.

3. Stay Of Proceedings: An appeal to the Appeals and Variances Hearing Officer shall stay all further proceedings concerning the matter about which the appealed order, requirement, decision, determination, or interpretation was made unless the planning director certifies in writing to the Appeals and Variance Hearing Officer, after

the appeal has been filed, that a stay would, in the planning director's opinion, be against the best interest of the City.

4. Notice Required:

a. Public Hearing: All public hearings shall be conducted as meetings open to the attendance of the general public. Upon receipt by the planning director of an appeal of an administrative decision, the Appeals and Variances Hearing Officer shall be notified of the appeal and shall schedule and hold a public meeting in accordance with the standards and procedures adopted for such hearing.

b. Notice Of Appeals Of Administrative Decisions Of the Planning Commission: Appeals from a decision of the Planning Commission are based on evidence in the record. Therefore, testimony at the appeal meeting shall be limited to the appellant and the respondent. Upon receipt of an appeal of a decision by the Planning Commission, the appeals and variances hearing officer shall schedule a public meeting to hear arguments by the appellant and respondent. Notification of the date, time and place of the meeting shall be given to the appellant and respondent, by the hearing officer, a minimum of twelve (12) calendar days in advance of the meeting. The Appeal and Variances Hearing Officer may give e-mail notification, or other form of notification chosen by the Appeals and Variances Hearing Officer, a minimum of twelve (12) calendar days in advance of the hearing.

D. Standard of Review:

1. The standard of review for an appeal, other than as provided in subsection D2 of this section, shall be de novo. The appeals hearing officer shall review the matter appealed anew, based upon applicable procedures and standards for approval, and shall give no deference to the decision below.

2. An appeal from a decision of the Planning Commission shall be based on the record made below.

a. No new evidence shall be heard by the appeals and variances hearing officer unless such evidence was improperly excluded from consideration below.

b. The appeals and variances hearing officer shall review the decision based upon applicable standards and shall determine its correctness.

c. The appeals and variances hearing officer shall uphold the decision unless it is not supported by substantial evidence in the record or it violates a law, statute, or ordinance in effect when the decision was made.

E. Burden Of Proof: The appellant has the burden of proving the decision appealed is incorrect.

F. Action By The Appeals and Variances Hearing Officer: The appeals and variances hearing officer shall render a written decision on the appeal. Such decision may reverse or affirm, wholly or in part, or may modify the administrative decision. The appeals and variances hearing officer shall have fourteen (14) calendar days to render a decision. A decision by the appeals and variances hearing officer shall become effective on the date the written decision is signed.

G. Notification Of Decision: Notification of the decision of the appeals and variances hearing officer shall be sent by mail to all parties to the appeal within ten (10) days of the

appeals and variances hearing officer's decision.

H. Record Of Proceedings: The proceedings of each appeal hearing shall be recorded on audio equipment. The audio recording of each appeal hearing shall be kept in accordance with the records retention requirements of the State of Utah. Copies of the tapes of such hearings may be provided, if requested, at the expense of the requesting party.

I. Appeals: Any person adversely affected by a final decision made by the appeals and variances hearing officer may file a petition for review of the decision with the district court within thirty (30) days after the decision is rendered.

J. Administrative Procedures: The planning director shall adopt administrative procedures, consistent with the provisions of this section, for processing appeals, the conduct of an appeal hearing, and for any other purpose considered necessary to properly consider an appeal.

K. Stay of decision: The Appeals and Variances Hearing Officer may stay the issuance of any permits or approvals on it decision for thirty (30) days or until the decision of the district court in any appeal of the decision in accordance with State statute under UCA 10-9a.

(PZSC § 03-04-002)

Section 4. Section 16.10.030 is hereby amended to read as follows

16.10.030 Variances.

~~Appeals to the Board of Adjustment may be taken by any person aggrieved or by any officer, department, board or agency of the City affected by any land use decision applying the land use ordinance. Such appeal shall be taken within thirty (30) days after the alleged error in any order, requirement, decision or determination made by applying the land use ordinance in the enforcement of this title by filing with the Board of Adjustment a notice of appeal specifying the grounds thereof. The appeal shall be forthwith transmitted to the Board of Adjustment with all papers constituting the record upon which the action appealed from was taken.~~

A. The variance procedures are intended to provide a narrowly circumscribed means by which relief may be granted from unforeseen particular applications of this title that create unreasonable hardships. When such hardships may be more appropriately remedied, if at all, pursuant to other provisions of this title, the variance procedure is inappropriate.

B. Authority of appeals and variances hearing officer: The appeals and variances hearing officer may grant variances from the provisions of this title only in compliance with the procedures set forth in section D of this section and only in accordance with each of the standards enumerated in this chapter.

C. Parties entitled to seek variances: Applications for variances may be filed by an owner of the property affected or by the property owner's authorized agent. All applications for variances shall be filed on forms approved by the planning director.

D. Procedures:

1. Application: An application for a variance shall be filed with the planning director and shall include the following items and information unless determined inapplicable by the planning director:

a. The property owner's name and address and the owner's signed consent to the filing of the application;

b. The applicant's name and address, if different than the owner, and the applicant's interest in the subject property;

c. The names and addresses of all professional consultants, if any, advising the applicant with respect to the application;

d. The address and legal description of the subject property;

e. County ownership plat numbers identifying the property; and

f. Noticing and posting requirements shall be met as specified in this title.

g. A site plan drawn to scale identifying all property lines, structures, including primary and accessory structures, fences, right-of-way, and their respective distances from the property lines;

h. An elevation drawing to scale showing all elevations of existing and proposed structures;

i. When the variance involves building height a streetscape plan showing the height of the buildings on both sides of the street to the nearest intersection;

j. When the variance involves grade changes, a topographical drawing prepared by a licensed surveyor shall be included. The existing topography shall be shown in dashed lines at two foot (2') intervals and the proposed grade shall be shown in solid lines at two foot (2') intervals. All retaining walls shall be identified and the height shall be shown on the plan relative to the proposed grades. Retaining walls shall be designed by a structural engineer licensed to practice in the State; and

k. When a variance request involves setbacks or height or grade changes a complete landscape plan shall be provided. Plans shall show landscape design and identify all species and caliper of proposed plants.

l. A color aerial plat map of the area, not less than 14" x 20" and showing the area of the requested variance and at least 500 feet on each side of the area.

m. The specific feature or features of the proposed use, construction or development that require a variance;

n. The specific provision of this title from which the variance is sought and the precise variance being sought;

o. A statement of the characteristics of the subject property that prevent compliance with the provisions of this title and result in unnecessary hardship;

p. A statement of the minimum variation of the provisions of this title that would be necessary to permit the proposed use, construction or development;

q. An explanation of how the application satisfies each standard set forth in this chapter;

r. Any other information identified by the planning director to be pertinent to the requested variance.

2. Fees: Non-refundable application and hearing fees shown on the Vernal City consolidated fee schedule shall accompany the application for a variance.

3. Hearing: Upon receipt of a complete application for a variance, the appeals hearing officer shall hold a hearing with notice in accordance with the requirements of this title.

4. Action By Appeals Hearing Officer: Upon the close of the hearing, the

appeals and variances hearing officer shall render its decision, granting, granting with conditions, or denying the variance, unless the appeal and variances hearing officer determines that additional time to study the information presented is necessary and which case a written decision shall be promptly rendered and delivered to each of the parties by mail or email.

5. Special Procedures In Connection With Other Applications: Whenever a variance is needed in addition to a zoning amendment or a conditional use, the zoning administrator shall not schedule a hearing on the variance until a final approval has been rendered on these other applications by the Planning Commission or the City Council, as applicable.

E. Prohibited variances. The appeals and variances hearing officer shall not grant a variance that:

1. Is intended as a temporary measure only; or
2. Is greater than the minimum variation necessary to relieve the unnecessary hardship demonstrated by the applicant; or,
3. Authorizes uses not allowed by law (i.e. a "use variance").

F. Standards for variances: Standards shall be governed by State statute 10-9a.

G. Variances less than requested: A variance less than or different than that requested may be authorized when the record supports the applicant's right to some relief but not to the relief requested.

H. Conditions on variances: In authorizing a variance, the appeals and variances hearing officer may impose such conditions regarding the location, character and other features of the proposed structure or use as it may deem necessary in the public interest to mitigate any harmful effects of the variance or that will serve the purpose of the standard or requirement that is waived or modified. The appeals and variances hearing officer may require a guarantee or bond to ensure that the conditions imposed will be followed. These conditions shall be expressly set forth in the appeals and variances hearing officer's decision granting the variance. Violation of any condition or limitation on the grant of a variance shall be a violation of this title and shall constitute grounds for revocation of the variance.

I. Effect of granting variances: The granting of a variance shall not authorize the establishment or extension of any use, nor the development, construction, reconstruction, alteration or moving of any building or structure but shall merely authorize the preparation, filing and processing of applications for any permits and approval that may be required by the regulations of the City, including, but not limited to, a zoning certificate, a building permit, a certificate of occupancy, subdivision approval, and site plan approval.

J. Limitations on variances: Subject to an extension of time granted upon application to the planning director, no variance shall be valid for a period longer than one (1) year unless a building permit is issued or complete building plans have been submitted to the division of building services and licensing within that period. The planning director may grant an extension of a variance for up to one additional year when the applicant is able to demonstrate no change in circumstance that would result in an unmitigated impact. Extension requests must be submitted prior to the expiration of the variance.

K. Appeal of decision: Any person adversely affected by a final decision made by the appeals and variances hearing officer may file a petition for review of the decision with the district court within thirty (30) days after the decision is rendered.

L. Stay of decision: The appeals and variances hearing officer may stay the

~~issuance of any permits or approval based on its decision for thirty (30) days or until the decision of the district court in any appeal of the decision in accordance with State statute 10-9a. (PZSC § 03-04-003)~~

Section 5. Section 16.10.040 is hereby amended to read as follows

16.10.040 Nonconforming use.

~~An appeal stays all proceedings in furtherance of the action appealed from, unless the Building Official from whom the appeal is taken certifies to the Board of Adjustment after the notice of appeal has been filed with him, that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by restraining order which may be granted by the Board of Adjustment or by the district court on application and notice and on due cause shown.~~

~~Any person adversely affected by a final decision made by the planning director determining the status of a nonconforming use or noncomplying structure may appeal the decision to the appeals hearing officer in accordance with the provisions of this title. (PZSC § 03-04-004)~~

Section 6. Section 16.10.050 is hereby amended to read as follows

16.10.050 Group homes.

~~The Board of Adjustment shall fix a reasonable time for the hearing of the appeal, give public notice thereof by publication of notice in a newspaper of general circulation in the City at least five (5) days prior to the date of the hearing, as well as due notice to the parties in interest, and shall decide the same within a reasonable time. Upon hearing, any party may appear in person or by agent or by attorney.~~

~~Any person adversely affected by a final decision by the planning director determining the granting of accommodations or denial of accommodations requested by an applicant for a group home including residential facilities for the elderly and residential treatment facilities may appeal the decision to the appeals and variances hearing officer in accordance with the provisions of this title.~~

~~(PZSC § 03-04-005)~~

Section 7. Section 16.10.060 is hereby amended to read as follows

16.10.060 Subdivisions.

~~The Board of Adjustment shall have the following powers:~~

~~A. To hear and decide appeals where it is alleged that there is an error in any order, requirement, decision or determination made by the application of the land use ordinance;~~

~~;~~

~~B. To authorize upon application such variance from the terms of this title as will not be contrary to the public interest, where owing to exceptional narrowness, or shape of a specific piece of property at the time of the enactment of this title, or by reason of exceptional topographic conditions or other extraordinary and exceptional conditions of such property, a literal enforcement of the provisions of this title will result in unnecessary hardship; provided,~~

that the spirit of this title shall be observed and substantial justice done and without substantially impairing the purpose and intent of this title and the master plan of the City. Before any variance may be authorized, however, it shall be shown that:

— 1. The variance will not substantially affect the general plan of the City and that adherence to the strict letter of this title will cause difficulties and hardships, the imposition of which upon the petitioner is unnecessary in order to carry out the general purpose of the plan;

— 2. Special circumstances attached to the property covered by the application do not generally apply to the other property in the same zone;

— 3. That because of the special circumstances, property covered by application is deprived of privileges possessed by other properties in the same zone, and that the granting of the variance is essential to the enjoyment of a substantial property right possessed by other property in the same zone;

— C. To permit the enlargement of, addition to, or relocation of a building or structure, noncomplying as to use regulations, as follows:

— 1. For a nonconforming use located in a residential zone, the enlargement of, addition or relocation shall either:

— a. Comply with all height, yard and area requirements for a single family dwelling in the zone in which the nonconforming building is located; or

— b. The proposed enlargement, addition or relocation will either:

— i. Improve the area by increasing the off street parking; or

— ii. Improve the general appearance, convenience and safety of the area;

— 2. For a nonconforming use located in any area other than a residential zone, the enlargement, addition or relocation shall comply with all height, yard and area requirements for a main building, other than dwellings, in the zone in which it is located;

— 3. Before granting a permit for any enlargement, addition or relocation as provided herein, the Board shall find in public hearing that the proposed changes will not hinder or obstruct the attainment of the purpose of this title as stated in Section 16.02.020 any more than does the existing nonconforming use;

— D. To permit the enlargement of, addition to, or relocation of a building or structure, noncomplying as to yard, height or area regulations, where undue hardship will result to the owner of the land involved unless granted and attainment of the purpose of this title as stated in Section 16.02.020 will not be hindered or obstructed, and provided the proposed enlargement, addition or relocation will either improve the area by increasing needed off street parking or improve the general appearance, convenience and safety of the area;

— E. Where a zone boundary line divides a lot in single ownership at the time of the establishment of the boundary, the Board may permit a use authorized on either portion of such lot to extend to the entire lot, provided such permission shall not authorize the use to extend more than thirty five (350) feet beyond the zone boundary line or extend to an area greater than five thousand (5,000) square feet beyond the boundary line;

— F. Permit a nonconforming use to be changed to another use allowed in the same or a more restrictive zone than the one (1) in which the nonconforming use would be allowed; provided, that the Board finds in public hearing that such change will not hinder or obstruct the attainment of the purpose of this title as stated in Section 16.02.020 any more than does the existing nonconforming use;

— G. Permit the construction and use of a dwelling upon a lot which does not have frontage on a street, but which does have frontage on a dedicated right of way of at least sixteen (16) feet;

A. Appeal of administrative decision: Any person adversely and materially affected by any final decision made by the planning director or designee under the subdivision ordinance may file a petition for review of the decision with the planning commission within ten (10) days after the record of decision is announced.

B. Appeal of Planning Commission decision: Any person adversely affected by any final decision made by the planning commission under the subdivision ordinance, including a decision made by the planning commission on appeal from a decision of the planning director, may file a petition for review of the decision with the appeals and variances hearing officer within fourteen (14) days after the decision is rendered.

C. Appeals of appeals and variances officer and City Council decisions: Any person adversely affected by any final decision made by the appeals and variances hearing officer or the City Council under this title: SUBDIVISIONS, may file a petition for review of the decision with the district court within ten (10) days after the decision is rendered. (PZSC § 03-04-006)

Section 8. Section 16.10.070 is hereby amended to read as follows

16.10.070 Appeal of fees.

~~In exercising the previously mentioned powers such Board may, in conformity with the provisions of this title reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as ought to be made.~~

Any person aggrieved by the fees charged or assessed for a land-use application may file a petition for review of the decision or assessment with the appeals and variances hearing officer in accordance with the provisions of this ordinance within five (5) business days after the fee is finally established. An application for a land use is not considered filed until the fee required for that application is paid. In the event a fee is appealed, the applicant may pay the disputed fee and proceed to have the application considered while the appeal is being processed with any subsequent increase in the fee determined after the appeal or decrease in the fee determined after the appeal to be adjusted and paid or refunded at the time of the decision of the appeals and variances hearing officer. (PZSC § 03-04-007)

Section 9. Section 16.10.080 is hereby amended to read as follows

16.10.080 Exhaustion of administrative remedies.

~~The concurring vote of two (2) members of the Board shall be necessary to reverse any order, requirement, decision or determination of any land use authority, or to decide in favor of the appellant on any matter upon which it is required to pass under this title, or to affect any variation in this title.~~

No person may challenge in district court the City's actions on any petition under this title until that person has exhausted all available administrative remedies.
(PZSC § 03-04-008)

Section 10. Section 16.10.090 is hereby amended to read as follows

16.10.090 Parties entitled to seek variances.

~~The City or any person aggrieved by a decision of the Board may have and maintain a plenary action for relief therefrom in any court of competent jurisdiction; provided, petition for such relief is presented to the court within thirty (30) days after filing of such decision in the office of the Board.~~

~~Ex Parte communication between the appeals and variance hearing officer and parties involved in an appeal pending before the hearing officer relating in any way to the subject of the appeal is prohibited.~~

~~(PZSC § 03-04-009)~~

Section 11. Section 16.10.100 is hereby repealed in its entirety

16.10.100 Variance procedure.

~~A. Applications for variance shall be filed with the secretary of the Board of Adjustment. The application shall contain the following:~~

~~1. A description of the requested variance, together with a designation of that ordinance from which relief is being requested;~~

~~2. An accurate plot plan, if appropriate, indicating the manner in which the variance will be applied and its effect upon adjacent properties;~~

~~3. A list of property owners, together with current mailing addresses, of property owners within five hundred (500) feet of any property subject to the requested variance, as listed upon the latest assessment roll prepared by the Uintah County Assessor;~~

~~4. The filing fee.~~

~~B. Upon receipt of the application by the secretary of the Board of Adjustment, a copy shall be submitted to the office of the City Recorder for filing, and a copy with all accompanying materials shall be forwarded to the Board of Adjustment for their action upon request. The Board shall hold a public hearing on the variance. At least fourteen (14) day's notice of the time and place of such hearing shall be published in a newspaper of general circulation in the City. Also, written notices shall be mailed to owner's of property within five hundred (500) feet of the proposed variance location. The notices shall state the time and place of the hearing of the variance.~~

~~C. Decisions of the Board become effective at the meeting in which the decision is made, unless a different time is designated at the time the decision is made. In the event the Board does grant a variance in accordance with the provisions of this chapter, alterations in accordance with the variance must be commenced within six (6) months or if the petitioner shows adequate cause to the Board that circumstances warrant, a time extension may be granted.~~

~~(PZSC § 03-04-010)~~

Section 12. Section 16.10.110 is hereby repealed in its entirety

16.10.110 Filing fee.

~~Upon filing of any appeal or application to the Board of Adjustment the appellant or applicant shall pay to the City Clerk a fee prescribed by resolution of the City Council. The fee shall be collected by the City Clerk and deposited with the City Recorder and credited to the general fund. No appeal or application shall be considered by the Board unless and until such fee has been paid. (PZSC § 03-04-011)~~

SECTION A. REPEALER. All former ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance or of the code are hereby repealed.

SECTION B. SEVERABILITY. The provisions of this ordinance shall be severable and if any provision thereof or the application of such provision under any circumstances is held invalid and it shall not affect the validity of any other provision of this ordinance or the application in a different circumstance.

SECTION C. EFFECTIVE DATE. This ordinance shall take effect the day after publication the __ day of upon adoption by the Vernal City Council and posting / publication as required by law.

ATTEST:

Mayor Sonja Norton

Kenneth L. Bassett, City Recorder

(S E A L)

Date of Publication: _____

March 16, 2015

Vernal City Council
374 E Main
Vernal, UT 84078

RE: Contract Addenda between Uintah County/Vernal City and GDA Engineers

Dear Council Members,

GDA Engineers has submitted two contract addenda to Uintah County and Vernal City for approval. These addenda are needed to cover costs incurred and services provided by GDA Engineers for out-of-scope work on both the Vernal Regional Airport Runway Relocation Master Design Project and the Vernal Regional Airport Water, Sewer, Fencing & Demolition Project.

Addendum A to Amendment No. 6 is for out-of-scope work on the Master Design Project. Such work included additional requirements from the U.S. Army Corps of Engineers for acquisition of a permit to disturb wetlands, additional fees for design of a new cross-wind runway lighting system (required by the FAA), additional fees for completing an underground pipeline camera inspection (concurrent by the FAA), and additional fees for writing and filing of easements for all underground utilities crossing the airport. Further details on all of these work items are listed in Exhibit 1 to the Addendum.

Addendum A to Amendment No. 2 is for out-of-scope work on the Water, Sewer, Fencing & Demolition Project. Such work included modifications to the Plans and Project Manual in order to prepare them for re-bidding after all initial bids for the project were rejected. The Project was successfully re-packaged, re-bid, and awarded after being split into two separate construction contracts. There was also additional coordination with Naples City required in order to satisfy local zoning ordinances, including preparation of deliverable documents and attendance at various Planning & Zoning, City Council, and on-site meetings with stakeholders and municipal officials. Further details on all of these work items are listed in Exhibit 1 to the Addendum.

Sincerely,
GDA Engineers



Jeremy Gilb, PE, LSIT

CODY, WYOMING

502 33rd Street
Cody, WY 82414
PH: 307.587.3411

HEBER CITY, UTAH

150 North Main, #205
Heber City, UT 84632
PH: 435.315.3168

www.gdaengineers.com

ADDENDUM A

To
AMENDMENT No. 2
to the
Five Year Generalized AGREEMENT
between
Uintah County/Vernal City
and
GDA Engineers

This ADDENDUM A is made as of _____ by and between Uintah County and Vernal City ("OWNER"), and GDA Engineers ("ENGINEER") and forms a part of that certain AMENDMENT No. 2 dated as of August 25, 2014 to the AGREEMENT between Owner and Engineer for Professional Services dated as of June 30, 2014.

AMENDMENT No. 2 for the Vernal Regional Airport Water, Sewer, Fencing & Demolition Project is modified as follows:

Exhibit A, Project Scope of Work: Add the phases and descriptions listed in the attached Exhibit 1 to Addendum A.

Exhibit C, C2.01 A.1: Increase the total compensation from \$64,430.00 to \$99,430.00 and replace the table with the following:

	Original Contract Amount	Revised Contract Amount
1.0 Pre-Design Phase	\$10,000.00	\$10,000.00
2.0 Design Phase	\$37,155.00	\$52,155.00
3.0 Special Considerations – Design	\$9,583.00	\$19,083.00
4.0 Bidding Phase	\$7,692.00	\$18,192.00

Exhibit C, C2.04 A.1: Increase the total compensation from \$8,037.00 to \$13,092.00.

Exhibit C, C2.04 B.1: Increase the total compensation from \$115,009.50 to \$141,709.50

Exhibit C, C2.04 B.2: Increase the total compensation from \$12,228.00 to \$16,637.00 and replace the table with the following:

	Original Contract Amount	Revised Contract Amount
5.0 Special Services	\$8,850.00	\$10,910.00
6.0 Pre-Construction Coordination Phase	\$3,378.00	\$5,727.00
9.0 Special Considerations - Construction	\$0.00	\$0.00

Exhibit C, C2.04 D.5: Change the reference to "Amendment No. 1" to "Amendment No. 2". Increase the total compensation under this Amendment No. 2 from \$199,704.50 to \$270,868.50 and replace the table with the following:

	Original Contract Amount	Revised Contract Amount
Lump Sum Method of Payment	\$72,467.00	\$112,522.00
Standard Hourly Rates Method of Payment	\$127,237.50	\$158,346.50

All provisions of the AGREEMENT and AMENDMENT No. 2, except those which are explicitly changed by this ADDENDUM A, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this ADDENDUM A to be effective as of the date first above written.

OWNER: Uintah County

BY: Michael J. McKee

Title: Commission chair man

ENGINEER:

BY: [Signature]

Title: Aviation Department Manager

OWNER: Vernal City

BY: _____

Title: _____

ADDENDUM A

To
AMENDMENT No. 6
to the
Five Year Generalized AGREEMENT
between
Uintah County/Vernal City
and
GDA Engineers

This ADDENDUM A is made as of _____ by and between Uintah County and Vernal City ("OWNER"), and GDA Engineers ("ENGINEER") and forms a part of that certain AMENDMENT No. 6 dated as of August 20, 2012 to the AGREEMENT between Owner and Engineer for Professional Services dated as of December 27, 2007.

AMENDMENT No. 6 for the Vernal Regional Airport Runway Reconstruction Master Design Project is modified as follows:

Exhibit A, Project Scope of Work: Add the phases and descriptions listed in the attached Exhibit 1 to Addendum A.

Exhibit C, C2.01 A.1: Increase the total compensation from \$1,322,448.00 to \$1,406,948.00 and replace the table with the following:

	Original Contract Amount	Revised Contract Amount
1.0 Pre-Design Phase	\$105,841.00	\$105,841.00
2.0 Pre-Design Planning Phase	\$6,451.00	\$6,451.00
3.0 Environmental Phase	\$13,692.00	\$51,192.00
4.0 Design Phase	\$859,464.00	\$859,464.00
5.0 Special Considerations	\$337,000.00	\$384,000.00
	<u>1,322,448</u>	<u>1,406,948</u> 784,500

All provisions of the AGREEMENT and AMENDMENT No. 6, except those which are explicitly changed by this ADDENDUM A, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this ADDENDUM A to be effective as of the date first above written.

OWNER: Uintah County

BY: Michael J McKee

Title: Commission chairman

OWNER: Vernal City

BY: _____

Title: _____

ENGINEER:

BY: [Signature]

Title: Airport Department Manager

**Vernal Regional Airport
Runway Reconstruction Master Design
EXHIBIT 1 to Addendum A to Amendment No. 6**



Add the following to Section 3.0 ENVIRONMENTAL PHASE:

3.4A: Wetlands Pre-Application & Preliminary Mitigation Plan \$37,500.00

GDA Engineers has consulted with TRC Companies of Laramie, WY and Pioneer Environmental Services of Logan, UT to properly evaluate and permit construction activities proposed for the Vernal Regional Airport Runway Reconstruction Project that will fill or displace jurisdictional wetlands on the airport property. TRC was tasked with completing a revised wetlands delineation report letter and coordination efforts up to and including the pre-application meeting with the U.S. Army Corps of Engineers (Corps). Pioneer was tasked with completing the permit application process and preparing the preliminary mitigation plan, as required by the Corps.

Several additional, out of scope requirements and work items have been required by the Corps throughout the permitting process that have added time and fees to the project. These fees include both GDA Engineers, TRC Companies, and Pioneer Environmental Services fees.

The Corps required a project representative (TRC) to be present for a site visit at the Vernal Regional Airport. During this site visit, Corps personnel conducted a wetlands investigation on all previously identified wetlands areas. This investigation resulted in two wetlands areas being removed from the project plans.

In addition to removing two wetlands areas, the Corps also required TRC to submit a revised wetlands delineation report letter with figures reflecting removal of the aforementioned wetlands areas, figures reflecting removal of areas of Waters of the United States (WUS) from wetlands areas, and revised wetland delineation site forms to reflect current wetlands hydrology and recently released *State of Utah 2014 Wetland Plant List (April 2, 2014)*.

The Corps has also required project representatives (GDA and TRC) to attend a pre-application meeting in Bountiful, UT before submitting a wetlands construction permit. According to Corps personnel, this pre-application meeting will require a PowerPoint presentation that presents the construction plans and all figures and information from completed wetlands delineations.

Pre-application meetings occur monthly at the Corps' Bountiful, UT office. GDA attempted to be added to the agenda for pre-application meetings in both July and August of 2014, but were denied due to the Corps not having their Jurisdictional Determination completed. The project was added to the September pre-application meeting on September 16, 2014. Both GDA and TRC were present at this meeting, and fees include all time and expenses required, including mileage, per diem, and other associated travel costs.

After the pre-application meeting, GDA consulted with Pioneer Environmental Services, Inc. of Logan, UT to aid in navigating the Corps permitting process and mitigation planning. Coordination and familiarity with the Corps' Bountiful office will be paramount for completion of these tasks in a quick and efficient manner. Tasks assigned to Pioneer Environmental Services include determination of type(s) of permit(s) needed, preparation of permit application(s), and preparation of a wetland mitigation plan.

Fees included in this addendum will cover all time and expenses for GDA and TRC up to and including attendance at the pre-application meeting with the Corps of Engineers. Fees also include additional time and expenses required for Pioneer Environmental Services to complete the wetlands application(s) and pursue mitigation projects with outside agencies. Because the Corps has not yet indicated a mitigation ratio (ratio of acres of wetlands disturbed to acres of wetlands required for mitigation) and will not do so until after the mitigation plan is complete, scoping and estimating fees for the work required to complete mitigation efforts would not be prudent at this time. GDA Engineers anticipates adding another Addendum to Amendment 6 after completion of the permit application and mitigation plan.

Add the following to SPECIAL CONSIDERATIONS:

5.2A: Cross-Wind Runway Lighting Design..... \$11,000.00

Due to the requirements to design all new VEL facilities to FAA standard as reported in RFI #4, nearly 2/3 of crosswind runway 8-26 will need to be reconstructed as part of the Vernal Runway Relocation Project. With the grading of said runway, most of the edge lights will need to be, at a minimum, raised or lowered to meet new grades, if not replaced. Also, with the re-designation of the runway from 7-25 to 8-26 all signs will need to be replaced.

Additionally, we have determined that all of the lights for the existing crosswind runway 7-25 (including REILS, PAPIs, and edge lights) are on the same circuit, and the wiring is old and in disrepair. Consequently, the lights currently don't work.

Due to all of the above concerns, GDA and the FAA determined that it would be prudent to replace the entire runway lighting system as part of the Runway Relocation Project. The alternative is to construct a "patchwork" lighting system, using the existing wiring to try to get all the lights to operate properly once the runway reconstruction is complete. In GDA's experience, and that of our electrical engineering sub-consultant, Dinter Engineering, these "patchwork" efforts usually lead to extensive change orders, amendments, troubleshooting, and field changes as the contractor discovers more and more problems with the existing system, thus reducing or even eliminating cost savings that may be realized when compared to installing a new system. The patchwork construction would also affect any warranty that the contractor would have on new installed lights. It would be difficult for someone to place a warranty on new parts of a system tying into an older system because the remaining wiring/lights could potentially cause issues with the new installation.

Fees include all time and materials required to complete the designs and specifications for a new cross-wind runway lighting system.

5.9A: Underground Pipeline Inspection..... \$26,000.00

During the Master Design process, GDA Engineers determined that there was a large amount of unknown information in regards to underground storm drains and underdrains at the airport. Record drawings for these facilities have proven to be either unavailable or nonexistent. In order to obtain required information about these storm drains and underdrains, GDA sub-contracted Atlas Inspections in order to complete an underground pipeline inspection. The FAA Denver ADO concurred with GDA's determination that an underground pipeline inspection is necessary and prudent for the project.

Fees include all costs as invoiced by Atlas Inspections for completing video inspection of all identified pipelines, all associated travel costs for Atlas personnel, and completion of a final inspection report.

5.10A: Utility and Irrigation Easements..... \$10,000.00

In order to protect airport property and to meet local zoning ordinances, GDA Engineers will prepare and coordinate utility and irrigation easements for all underground utilities and pipelines on airport property.

Fees include all time and materials for drafting maps and exhibits, writing legal descriptions, review by a Professional Land Surveyor, packaging, and filing of easements with Uintah County.

Vernal/Uintah County Airport GROUND LEASE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2015, by and between Uintah County and Vernal City, political subdivisions of the State of Utah, hereinafter referred to as "LESSORS" and Todd Christenson, hereinafter referred to as "LESSEE".

WITNESSETH:

WHEREAS, the properties commonly known as the Vernal Regional Airport, hereinafter referred to as "the Airport", are owned jointly by Uintah County and Vernal City, Utah and said governmental entities are acting jointly by Uintah County and Vernal City, Utah and said governmental entities are acting jointly as the "LESSORS", with Uintah County being the fiscal agent in this agreement; and

WHEREAS, LESSORS has the right to lease property on the Airport together with the facilities, right, licenses and privileges hereinafter granted, and has full power and authority to enter into this agreement; and

WHEREAS, LESSEE desires to lease certain space, premises, facilities, right and privileges and LESSORS are willing to lease such premises, facilities, rights and privileges to LESSEE for such purposes upon the terms and conditions hereinafter stated;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained the parties hereby formally covenant, agree and bind themselves, as follows:

Lessors hereby lease to Lessee for the term hereinafter designated, the following described property:

SEE ATTACHMENT A

SECTION 1 – TERM

The primary term of this lease shall be for a period of ~~five (5) years~~ ^{Twenty Five Years} to commence _____, 2014 and end on JAN 31, 2035.

SECTION 2 – OPTION TO EXTEND

Lease shall have the right, to be exercised as hereinafter provided, to extend the term of this Lease Agreement for successive periods of five (5) years each on the following terms and conditions:

- (a) No default is existing or continuing in the performance of any of the terms of this lease.
- (b) Each extended term shall be on the same terms, covenants, and conditions as provided in this Lease.
- (c) Lessee shall exercise the right to an extension in the following manner:
 - (i) At least six (6) months prior to the expiration of the initial term, or any extended term, Lessee shall notify Lessor in writing of Lessee's election to exercise the right to extend the term of this Lease Agreement.
 - (ii) On giving such notice of election, the Lease Agreement, subject to the terms of this provision shall be deemed to be extended and the term thereof extended for a period of ~~five (5) years~~ ^{Twenty Five Years} from the date of expiration of the term during which such notice is given, subject however to Section 3 below.

In the event that Lessee does not elect to extend lease under the provisions of this section and the lease expires, Lessee shall have the right to remove those improvements owned by lessee and not permanently affixed to the premises and the obligation to remove any hazardous materials from the site in order to return the property to lessor in condition satisfactory to lessor, or in the alternative to sell those improvements in accordance with the provisions of this lease. If permanently affixed to the premises any alterations and improvements will become the property of the Lessors.

SECTION 3 – LESSORS' RIGHT TO CANCELLATION

Lessors shall have the right to cancel this lease agreement for any reason upon giving Lessee written notice at least one hundred eighty (180) days prior to termination. Lessee's right of extension shall be subject to Lessor's right of cancellation. Within the 180 day period Lessee shall have the right, subject to Section Thirteen of this lease, to sell or remove improvements owned by Lessee. Provided, that Lessee shall be responsible to remove, at Lessee expense, any hazardous materials and return the property to Lessors in condition acceptable to Lessor. This Lease Agreement shall terminate at the end of the period specified in the written notification, which period shall be at least one hundred eighty (180) days.

SECTION 4 – RENTAL

The rent to be paid by Lessee shall be a specified rate per square foot per year, said rate to be subject to annual review during January of each year, and may be adjusted, up or down, for inflation on an annual basis. The adjustment shall be based on a nationally recognized inflation index. If Lessor does adjust the rental rates, the new rate shall become effective at the time of the next semi-annual or annual payment is due providing Lessor gives Lessee written notice at least thirty (30) days in advance. The initial rate shall be \$.15 per square foot per year and any adjustment shall be made to the nearest ½ cent. Measurement for payment shall be based on the exterior size of Lessee's building, plus additional area identified by Lessee and Lessor for aviation related equipment (such as fuel trucks) parking. Such equipment shall be in operating condition with current certification, licenses, or inspections as required by county, state or federal laws. Rental payments shall be paid either semi-annually or annually in advance. The present semi-annual payment shall be \$ _____, payable _____ and _____ or \$ _____ annually on _____.

SECTION 5 – ADDITIONAL FEES, TAXES AND LICENSES

In addition to the rental herein required, Lessee shall also pay any fees that may be required by any city, county, state or federal rule, regulation, ordinance, or statute which shall include, but not be limited to, paying to Lessor pursuant to county ordinance, a flowage fee. The fee may be paid at the pump if purchase is made from a Fixed Base Operator (fuel dealer). Otherwise if Lessee is a FBO (fuel dealer), or supplies his own fuel, payment should be made directly to the County. Currently the fee is two cents (\$.02) per gallon, which may be subject to change, for all fuel used or sold by Lessee, for aircraft using the airport. If Lessee is a commercial operator (FBO), Lessee shall provide records showing the total amount of fuel used or sold for aircraft and allow Lessor to conduct an audit of said records. In the event the audit discloses a difference of more than five percent (5%), the cost of the audit shall be borne by Lessee. The

flowage fees due the County shall be paid monthly. Lessee covenants and agrees to pay promptly all valid taxes, excises, license fees and permit fees of whatever nature applicable to its operation hereunder.

SECTION 6 – DELINQUENCY

All payments required here in shall be considered delinquent if not paid within thirty (30) days from the date they are due and payable. All delinquent payments shall accrue interest at the rate of eighteen percent (18%) per annum until paid. Failure to make any of the payments required pursuant to this Lease Agreement, within thirty (30) days shall constitute default under this Agreement and shall be sufficient cause for Lessor to terminate this lease.

SECTION 7 – NOTICES

All notices required to be given to Lessor hereunder shall be in writing and sent by certified mail to: Vernal/ Uintah County Airport, Airport Manager 825 South 500 East, Vernal, UT 84078. All notices required to be given to Lessee shall be in writing and sent by certified mail to 8776 W Red Cloud Loop Rd

_____ provided that the parties or either of them may designate in writing from time to time subsequent or supplementary persons or addresses in connection with such notices.

SECTION 8 – INSURANCE

Lessee shall procure and maintain in force insurance covering the leased premises and Lessee's activities thereon in the minimum amounts as follows:

- (a) For non-commercial operators, Premises liability including bodily injury (including wrongful death) and damage insurance written on an occurrence basis, protecting Lessee with limits of not less than \$500,000.00/ 1,000,000.00 bodily injury for any one occurrence, and not less than \$500,000.00 for damages to property of others, and in such form as Lessor may from time to time require.
- (b) In the event Lessee is or shall become a commercial operator:

1. Premises Liability Insurance, written on a comprehensive general liability form, bodily injury (including wrongful death) and damage insurance written on an occurrence basis, protecting Lessee with limits of not less than \$1,000,000.00/ \$2,000,000.00 bodily injury for any one occurrence, and not less than \$1,000,000.00 for damages to property of others and in such form as Lessor may from time to time require.
- (c) Uintah County and Vernal City shall be named as additional insured with a waiver of subrogation and hold harmless agreement on all insurance acquired under this provision.
- (d) All policies of insurance required herein shall be in a form and with a company or companies approved by Lessor, and qualified to do business in the State of Utah. Lessor reserves the right to require Lessee to increase the above stated limits if Lessor determines that due to inflation or liability exposure the increase is necessary. Lessor shall be furnished with copies of all insurance policies obtained by Lessee in compliance with this section. Lessee agrees to notify in writing as to any amendment to or cancellation of such policies.

SECTION 9 – INDEMNIFICATION

Lessee agrees to indemnify and hold harmless, Lessor (Uintah County and Vernal City) it's agents, officers and employees against all Liabilities for injuries to persons or property caused by lessee's negligent use or occupancy of the premises, provided however, that Lessor shall give Lessee prompt timely notice of any claim made or suit instituted, which in any way, directly or indirectly, contingently or otherwise, affects or might affect Lessee and Lessee shall have the right to compromise and defend the same to the extent of its own interest.

SECTION 10 – USE OF PREMISES

Lessee agrees to use leased property for aviation oriented purposes only, such as aircraft storage and incidentals associated primarily with care of aircraft. Lessee will not use said premises or allow any sub-lessee to use space for any other purpose without the prior written consent of Lessor.

SECTION 11 – SAFETY STANDARDS

All activities conducted on the leased premises, or any other activities conducted by lessee on or about the Airport shall conform to applicable FAA safety standards. Copies of FAA advisory circulars for safety Standards may be obtained from the airport manager.

SECTION 12 – MAINTENANCE PREMISES

Lessee shall at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease.

SECTION 13 – RIGHT OF FIRST REFUSAL

In the event Lessee shall receive a bona fide offer to purchase the improvements owned by Lessee during the term of this Lease, and the offer to purchase shall be satisfactory to Lessee, Lessee shall give Lessor the opportunity to purchase the improvements at the price and on the terms of the offer so made. This opportunity shall be given in a notice sent to Lessor by registered mail, requiring Lessor to accept the offer in writing and to sign a suitable contract within the period of thirty (30) days after mailing of the notice. Failure of Lessor to accept the offer to purchase, or sign a contract, within the period provided shall nullify and void the required opportunity to Lessor, and Lessee shall be at liberty to sell the owned improvements to any other person, firm, or corporation. Any subsequent sale, except to Lessor, shall be subject to this lease, and any renewals or extensions thereof, or the standard lease form used by Lessor as of the date of the transfer, at the option to Lessor. Failure of Lessee to offer this right of first refusal to Lessor shall invalidate this lease and Lessee's rights under this lease shall not transfer.

SECTION 14 – ASSIGNMENT

Lessee shall not assign any of its rights in this Lease Agreement, in whole or in part, without the prior written consent of Lessor.

SECTION 15 – APPROVAL FOR CONSTRUCTION

No improvements may be constructed, changed or altered by Lessee on the leased premises unless the plans and specifications for the construction, change or alteration are approved in writing by Lessor. In addition, said plans and specifications so approved by Lessor, shall be filed and approved by the Federal Aviation Administration before any construction, change or alterations may begin, and pursuant to a building permit issued by the appropriate governmental agency. Lessee shall furnish written proof of financial ability to complete proposed project before any such construction, change or alteration shall be approved by Lessor.

SECTION 16 – SIGNS

Lessee shall not erect, or paint any new signs whatsoever upon the leased premises without first securing the written consent of Lessor.

SECTION 17 – RIGHT OF INSPECTION

Lessor reserves the right for its officers, employees and authorized representatives, the full and unrestricted right to enter the premises, including any buildings and structures, for the purpose of inspecting or protecting such premises and of doing any and all things which Lessor may deem necessary for the proper general conduct and operation of the Vernal/ Uinta County Airport. However unless an emergency exists, such inspection shall occur during regular business hours upon prior notice, and admission to the premises, including buildings and structures by Lessee shall be obtained whenever practical.

SECTION 18 – NON-LIABILITY OR LESSOR

In consideration of this Lease and the rental charged Lessee therefor, Lessee agrees that Lessor shall not be responsible to Lessee for any damages to Lessee, his property, or any of Lessee’s employees arising from the storage of aircraft, flood, windstorms, fires, or flight facilities or use of the airport by other persons.

SECTION 19 – FORCE MAJEURE

Neither Lessor nor Lessee shall be deemed to be in breach of this Lease Agreement by reason of failure to perform any of its obligations hereunder if while, and to the extent that such failure is due to embargoes, shortage of materials, acts of God, acts of superior governmental authority, floods, riots, rebellion, or any other similar circumstances for which it is not responsible, and which and not within its reasonable control.

SECTION 20 – INCONVENIENCE DURING CONSTRUCTION

Lessee recognizes that from time to time during the term of this Lease Agreement, it will be necessary for Lessor to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation (including complete relocation of the entire airport), maintenance and repair in order that the Vernal/Uintah County Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such activities may inconvenience or temporarily interrupt Lessee and its operation at the Airport. Lessee agrees that no liability shall attach to Lessor, its officers, agents, employees, contractors, subcontractors, and representatives by reason of such inconvenience or interruption

and for and in further consideration of the premises, Lessee waived any right to claim damages or other consideration therefor.

SECTION 21 – CHANGES IN CORPORATE PRINCIPAL OR PARTNERS

Prior to the commencement of this Lease Agreement, if applicable, Lessee shall submit to Lessor a copy of its Articles of Incorporation, articles of organization, including the names and addresses of its present principle owners, partners, shareholders, officers or directors as the case may be. During the term of this Lease Agreement, if any one or more of the principal owners, partners, shareholders, officers, or directors, shall no longer be principal owners of such cooperation, or partnership, then this Lease Agreement shall automatically terminate unless written approval is made by the Lessor. Principal owner is defined as anyone who owns at least 30% of the controlling interest in the organization.

SECTION 22 – MECHANIC'S LIENS

Notice is hereby given that the Lessor shall not be liable for any labor or material furnished or to be furnished to the Lessee upon credit. No mechanic's lien for any such labor or material shall attach to or affect the reversion of other estate or interest of Lessor in and to the demised premises. Whenever and as often as any mechanics lien shall have been filed against the premises, based upon any act or interest of the Lessee or anyone claiming through the Lessee, or if any financing statement or agreement of like import shall have been filed of or affecting any materials machinery or fixtures used in construction, repair or operation thereof, or annexed thereto by the Lessee, the Lessee shall forthwith take such action by bonding, deposit or payment as will satisfy the lien, or financing statement or agreement of like import.

SECTION 23 – DEFAULT

Each of the following events shall constitute a default or breach of this lease by lessee;

1. If Lessee, or any successor or assignee of Lessee while in possession, shall file bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.
2. In the event Lessee shall engage in any unlawful activity or practice (except as herein specifically permitted) which hinders or interferes with the proper use and operation of the Airport,
3. If Lessee shall fail, refuse or neglect to pay the rent or other payments as herein provided.

4. If Lessee shall fail to perform or comply with any of the terms and conditions of this Lease Agreement, and if the noncompliance shall continue and not be corrected within 30 days.
5. If Lessee shall vacate or abandon the premises.
6. If this Lease or the estate of Lessee hereunder shall be transferred to or shall pass to or devolve on any other person or party except in the manner herein permitted.

SECTION 24 - EFFECT OF DEFAULT

In the event of any default hereunder, as set forth in Section Twenty Three, the rights of the Lessor shall be as follows:

1. Lessor shall become entitled to retake the leased property upon giving Lessee notice of such breach in writing at least thirty (30) days in advance. If at the end of such thirty (30) day period, Lessee fails to vacate the premises, Lessor may use such remedy as it may deem fit under the circumstances to retake the leased property, with or without process of law.
2. Further, in the event Lessee shall engage in any activity or practice (except as herein specifically permitted) which hinders or interferes with the proper use and operation of the Airport, then Lessor may order Lessee to forthwith cease and desist from such activity or practice, and should Lessee fail or comply with any such order, then Lessor may at its option, cancel and terminate this Lease Agreement immediately without the giving the afore-stated one hundred eighty (180) day notice of cancellation.
3. Further, in the event Lessee abandons the lease premises, Lessor may at its option, cancel and terminate this Lease Agreement or may without terminating the Lease Agreement, enter upon and take possession of the leased premises with or without process of law, without liability for trespass. Lessor may at its option require any or all improvements to be removed and any hazardous material to be cleaned up at Lessee's expense, or may negotiate with Lessee a fair price for any improvements or take possession of the premises in an "as is" condition.
4. Further, Lessor may elect, but shall not be obligated, to make payment required of Lessee herein or comply with any agreement, term or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the premises for the purpose of correcting or remedying any such default has been corrected or remedied, but any expenditure for the correction by the lessor shall

not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.

5. Lessor may re-enter the premises immediately and remove the property and personnel of Lessee, and store the property in a public warehouse or at a place selected by Lessor, at the expense of the Lessee. After re-entry Lessor may terminate the lease on giving 30 days written notice of termination to Lessee. On termination Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the premises, and the worth of the unpaid balance for the remainder of the lease term, which sum shall be immediately due Lesser from Lessee.

SECTION 25 – AIRPORT RULES AND REGULATIONS

In addition to all provisions of the Lease Agreement, Lessee agree to comply with the Vernal/Uintah County Airport Rules and Regulations as adopted and all amendments thereto. There shall be an annual review of this lease by the airport board in January of each year that the airport board may determine to its satisfaction the terms of this lease are complied with.

SECTION 26 – AGREEMENTS WITH THE UNITED STATES OR STATE OF UTAH

This Lease Agreement is subject and subordinate to the terms, reservations, restrictions, provisions and conditions of any existing or future agreements between Vernal/Uintah County Airport (Uintah County – Vernal City) and the United States or State of Utah relative to the operation or maintenance of the Airport and its appurtenant facilities, the execution of which has been or may be required as a condition precedent to the participation by any Federal or State Agency in the expansion or development of said Airport and facilities.

SECTION 27 – FEDERAL AVIATION ADMINISTRATION LEASE REQUIREMENTS

- A. The Lessee for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that:
 - i) No person on the grounds of race, color or national origin shall be excluded from the participation in, denied the benefits of or otherwise subjected to discrimination in the use of said facilities.
 - ii) That in the construction of any improvements on, over, or under such land and the furnishing of service thereon, no person on the grounds of race, color or national origin shall be excluded from

- participation in, denied the benefits of, or otherwise be subjected to discrimination.
- iii) That the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs on the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations be amended.
- B. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and it shall charge fair reasonable and not unjustly discriminatory prices for each unit or services, provided that Lessee may be allowed to make reasonable nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
 - C. Lessee shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of race, creed, color or national origin.
 - D. Non-compliance with provisions A, B, and C above after written findings, shall constitute a material breach thereof and in the event of such non-compliance the Lessor shall have the right to terminate this lease and the estate hereby created without liability therefore or at the election of the Lessor or the United States either or both said Governments shall have the right to judicially enforce said Provisions A, B, and C.
 - E. Lessee agrees that is shall insert the above four provisions in any lease by which Lessee grants a right to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.
 - F. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulation in the event any future structure or building is planned for the leased premises or in the event of any plan, modification or alteration of any present or future building or structure situated on the leased premises.
 - G. It is understood and agreed that nothing contained in this Lease Agreement shall be construed to grant or authorize the granting of an exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act.
 - H. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased premises, together with the right to cause in said

airspace such noise as may be inherent in the operation of aircraft, now known or herein after used for navigation of or flight in the air, using the airspace for landing at, taking off from or operating at the Airport.

- I. Lessee, by accepting this Lease Agreement, expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the leased premises above that elevation set in the Uintah County Zoning Ordinance in the event that afore said covenant is breached, Lessor reserves the right to enter upon the leased premises and to remove the offending structure or object and cut the tree, all of which shall be at the expense of the Lessee.
- J. Lessee, by accepting this Lease Agreement, expressly agrees for itself its successors and assigns, that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforementioned covenant is breached, Lessor reserves the right to enter upon the leased premises and cause the abatement of such interference at the expense of the Lessee.

SECTION 28 – GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah. Any and all suits for any and every breach of this contract may be instituted and maintained in any court of competent jurisdiction in the County of Uintah, State of Utah.

SECTION 29 – SEVERABILITY

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

SECTION 30 – ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

SECTION 31 – MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed as of the day and year first above written.

LESSOR:

Uintah County

ATTEST:

Chairperson

Vernal City

ATTEST:

Mayor

LESSEE:



WITNESS

Vernal/Uintah County Airport GROUND LEASE AGREEMENT

THIS AGREEMENT, entered into this 20th day of October, 2014, by and between Uintah County and Vernal City, political subdivisions of the State of Utah, hereinafter referred to as "LESSORS" and Blue Sky Aviation Investments LLC, hereinafter referred to as "LESSEE".

WITNESSETH:

WHEREAS, the properties commonly known as the Vernal Regional Airport, hereinafter referred to as "the Airport", are owned jointly by Uintah County and Vernal City, Utah and said governmental entities are acting jointly by Uintah County and Vernal City, Utah and said governmental entities are acting jointly as the "LESSORS", with Uintah County being the fiscal agent in this agreement; and

WHEREAS, LESSORS has the right to lease property on the Airport together with the facilities, right, licenses and privileges hereinafter granted, and has full power and authority to enter into this agreement; and

WHEREAS, LESSEE desires to lease certain space, premises, facilities, right and privileges and LESSORS are willing to lease such premises, facilities, rights and privileges to LESSEE for such purposes upon the terms and conditions hereinafter stated;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained the parties hereby formally covenant, agree and bind themselves, as follows:

Lessors hereby lease to Lessee for the term hereinafter designated, the following described property:

Parcel #1

Beginning at a point 366 feet south and 1,595 feet west of north $\frac{1}{4}$ corner section 25 T4S R21E SLM, which point is the North East corner of a 80 x 65 foot hangar.

SECTION 1 – TERM

The primary term of this lease shall be for a period of twenty (20) years to commence _____, 2014 and end on _____, 20____.

SECTION 2 – OPTION TO EXTEND

Lessee shall have the right, to be exercised as hereinafter provided, to extend the term of this Lease Agreement for successive periods of ten (10) years each on the following terms and conditions:

- (a) No default is existing or continuing in the performance of any of the terms of this lease.
- (b) Each extended term shall be on the same terms, covenants, and conditions as provided in this Lease.
- (c) Lessee shall exercise the right to an extension in the following manner:
 - (i) At least six (6) months prior to the expiration of the initial term, or any extended term, Lessee shall notify Lessor in writing of Lessee's election to exercise the right to extend the term of this Lease Agreement.
 - (ii) On giving such notice of election, the Lease Agreement, subject to the terms of this provision shall be deemed to be extended and the term thereof extended for a period of five (5) years from the date of expiration of the term during which such notice is given, subject however to Section 3 below.

In the event that Lessee does not elect to extend lease under the provisions of this section and the lease expires, Lessee shall have the right to remove those improvements owned by lessee and not permanently affixed to the premises and the obligation to remove any hazardous materials from the site in order to return the property to lessor in condition satisfactory to lessor, or in the alternative to sell those improvements in accordance with the provisions of this lease. If permanently affixed to the premises any alterations and improvements will become the property of the Lessors.

SECTION 3 – LESSORS' RIGHT TO CANCELLATION

Lessors shall have the right to cancel this lease agreement for any reason upon giving Lessee written notice at least one hundred eighty (180) days prior to termination.

Lessee's right of extension shall be subject to Lessor's right of cancellation. Within the 180 day period Lessee shall have the right, subject to Section Thirteen of this lease, to sell or remove improvements owned by Lessee. Provided, that Lessee shall be responsible to remove, at Lessee expense, any hazardous materials and return the property to Lessors in condition acceptable to Lessor. This Lease Agreement shall terminate at the end of the period specified in the written notification, which period shall be at least one hundred eighty (180) days.

SECTION 4 – RENTAL

The rent to be paid by Lessee shall be a specified rate per square foot per year, said rate to be subject to annual review during January of each year, and may be adjusted, up or down, for inflation on an annual basis. The adjustment shall be based on a nationally recognized inflation index. If Lessor does adjust the rental rates, the new rate shall become effective at the time of the next semi-annual or annual payment is due providing Lessor gives Lessee written notice at least thirty (30) days in advance. The initial rate shall be \$.15 per square foot per year and any adjustment shall be made to the nearest ½ cent. Measurement for payment shall be based on the exterior size of Lessee's building, plus additional area identified by Lessee and Lessor for aviation related equipment (such as fuel trucks) parking. Such equipment shall be in operating condition with current certification, licenses, or inspections as required by county, state or federal laws. Rental payments shall be paid annually in advance. Annual payment shall be \$684.00 due on July 1st.

SECTION 5 – ADDITIONAL FEES, TAXES AND LICENSES

In addition to the rental herein required, Lessee shall also pay any fees that may be required by any city, county, state or federal rule, regulation, ordinance, or statute which shall include, but not be limited to, paying to Lessor pursuant to county ordinance, a flowage fee. The fee may be paid at the pump if purchase is made from a Fixed Base Operator (fuel dealer). Otherwise if Lessee supplies his own fuel, payment should be made directly to the County. Currently the fee is two cents (\$.02) per gallon, which may be subject to change, for all fuel used for aircraft using the airport. Lessee agrees not to sell fuel for commercial purposes.

SECTION 6 – DELINQUENCY

All payments required here in shall be considered delinquent if not paid within thirty (30) days from the date they are due and payable. All delinquent payments shall accrue

interest at the rate of eighteen percent (18%) per annum until paid. Failure to make any of the payments required pursuant to this Lease Agreement, within thirty (30) days shall constitute default under this Agreement and shall be sufficient cause for Lessor to terminate this lease.

SECTION 7 – NOTICES

All notices required to be given to Lessor hereunder shall be in writing and sent by certified mail to: Vernal/ Uintah County Airport, Airport Manager 825 South 500 East, Vernal, UT 84078. All notices required to be given to Lessee shall be in writing and sent by certified mail to 388 Prime Rose Court Farmington, UT 84025. Provided that the parties or either of them may designate in writing from time to time subsequent or supplementary persons or addresses in connection with such notices.

SECTION 8 – INSURANCE

Lessee shall procure and maintain in force insurance covering the leased premises and Lessee's activities thereon in the minimum amounts as follows:

- (a) For non-commercial operators, Premises liability including bodily injury (including wrongful death) and damage insurance written on an occurrence basis, protecting Lessee with limits of not less than \$500,000.00/1,000,000.00 bodily injury for any one occurrence, and not less than \$500,000.00 for damages to property of others, and in such form as Lessor may from time to time require.
- (b) In the event Lessee is or shall become a commercial operator:
 - 1. Premises Liability Insurance, written on a comprehensive general liability form, bodily injury (including wrongful death) and damage insurance written on an occurrence basis, protecting Lessee with limits of not less than \$1,000,000.00/ \$2,000,000.00 bodily injury for any one occurrence, and not less than \$1,000,000.00 for damages to property of others and in such form as Lessor may from time to time require.
- (c) Uintah County and Vernal City shall be named as additional insured with a waiver of subrogation and hold harmless agreement on all insurance acquired under this provision.

- (d) All policies of insurance required herein shall be in a form and with a company or companies approved by Lessor, and qualified to do business in the State of Utah. Lessor reserves the right to require Lessee to increase the above stated limits if Lessor determines that due to inflation or liability exposure the increase is necessary. Lessor shall be furnished with copies of all insurance policies obtained by Lessee in compliance with this section. Lessee agrees to notify in writing as to any amendment to or cancellation of such policies.

SECTION 9 – INDEMNIFICATION

Lessee agrees to indemnify and hold harmless, Lessor (Uintah County and Vernal City) it's agents, officers and employees against all Liabilities for injuries to persons or property caused by lessee's negligent use or occupancy of the premises, provided however, that Lessor shall give Lessee prompt timely notice of any claim made or suit instituted, which in any way, directly or indirectly, contingently or otherwise, affects or might affect Lessee and Lessee shall have the right to compromise and defend the same to the extent of its own interest.

SECTION 10 – USE OF PREMISES

Lessee agrees to use leased property for aviation oriented purposes only, such as aircraft storage and incidentals associated primarily with care of aircraft. Lessee will not use said premises or allow any sub-lessee to use space for any other purpose without the prior written consent of Lessor.

SECTION 11 – SAFETY STANDARDS

All activities conducted on the leased premises, or any other activities conducted by lessee on or about the Airport shall conform to applicable FAA safety standards. Copies of FAA advisory circulars for safety Standards may be obtained from the airport manager.

SECTION 12 – MAINTENANCE PREMISES

Lessee shall at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease.

SECTION 13 – RIGHT OF FIRST REFUSAL

In the event Lessee shall receive a bona fide offer to purchase the improvements owned by Lessee during the term of this Lease, and the offer to purchase shall be satisfactory to

Lessee, Lessee shall give Lessor the opportunity to purchase the improvements at the price and on the terms of the offer so made. This opportunity shall be given in a notice sent to Lessor by registered mail, requiring Lessor to accept the offer in writing and to sign a suitable contract within the period of thirty (30) days after mailing of the notice. Failure of Lessor to accept the offer to purchase, or sign a contract, within the period provided shall nullify and void the required opportunity to Lessor, and Lessee shall be at liberty to sell the owned improvements to any other person, firm, or corporation. Any subsequent sale, except to Lessor, shall be subject to this lease, and any renewals or extensions thereof, or the standard lease form used by Lessor as of the date of the transfer, at the option to Lessor. Failure of Lessee to offer this right of first refusal to Lessor shall invalidate this lease and Lessee's rights under this lease shall not transfer.

SECTION 14 – ASSIGNMENT

Lessee shall not assign any of its rights in this Lease Agreement, in whole or in part, without the prior written consent of Lessor.

SECTION 15 – APPROVAL FOR CONSTRUCTION

No improvements may be constructed, changed or altered by Lessee on the leased premises unless the plans and specifications for the construction, change or alteration are approved in writing by Lessor. In addition, said plans and specifications so approved by Lessor, shall be filed and approved by the Federal Aviation Administration before any construction, change or alterations may begin, and pursuant to a building permit issued by the appropriate governmental agency. Lessee shall furnish written proof of financial ability to complete proposed project before any such construction, change or alteration shall be approved by Lessor.

SECTION 16 – SIGNS

Lessee shall not erect, or paint any new signs whatsoever upon the leased premises without first securing the written consent of Lessor.

SECTION 17 – RIGHT OF INSPECTION

Lessor reserves the right for its officers, employees and authorized representatives, the full and unrestricted right to enter the premises, including any buildings and structures, for the purpose of inspecting or protecting such premises and of doing any and all things which Lessor may deem necessary for the proper general conduct and operation of the Vernal/ Uinta County Airport. However unless an emergency exists, such inspection shall

occur during regular business hours upon prior notice, and admission to the premises, including buildings and structures by Lessee shall be obtained whenever practical.

SECTION 18 – NON-LIABILITY OR LESSOR

In consideration of this Lease and the rental charged Lessee therefor, Lessee agrees that Lessor shall not be responsible to Lessee for any damages to Lessee, his property, or any of Lessee's employees arising from the storage of aircraft, flood, windstorms, fires, or flight facilities or use of the airport by other persons.

SECTION 19 – FORCE MAJEURE

Neither Lessor nor Lessee shall be deemed to be in breach of this Lease Agreement by reason of failure to perform any of its obligations hereunder if while, and to the extent that such failure is due to embargoes, shortage of materials, acts of God, acts of superior governmental authority, floods, riots, rebellion, or any other similar circumstances for which it is not responsible, and which and not within its reasonable control.

SECTION 20 – INCONVENIENCE DURING CONSTRUCTION

Lessee recognizes that from time to time during the term of this Lease Agreement, it will be necessary for Lessor to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation (including complete relocation of the entire airport), maintenance and repair in order that the Vernal/Uintah County Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such activities may inconvenience or temporarily interrupt Lessee and its operation at the Airport. Lessee agrees that no liability shall attach to Lessor, its officers, agents, employees, contractors, subcontractors, and representatives by reason of such inconvenience or interruption and for and in further consideration of the premises, Lessee waived any right to claim damages or other consideration therefor.

SECTION 21 – CHANGES IN CORPORATE PRINCIPAL OR PARTNERS

Prior to the commencement of this Lease Agreement, if applicable, Lessee shall submit to Lessor a copy of its Articles of Incorporation, articles of organization, including the names and addresses of its present principle owners, partners, shareholders, officers or directors as the case may be. During the term of this Lease Agreement, if any one or more of the principal owners, partners, shareholders, officers, or directors, shall no

longer be principal owners of such cooperation, or partnership, then this Lease Agreement shall automatically terminate unless written approval is made by the Lessor. Principal owner is defined as anyone who owns at least 30% of the controlling interest in the organization.

SECTION 22 – MECHANIC’S LIENS

Notice is hereby given that the Lessor shall not be liable for any labor or material furnished or to be furnished to the Lessee upon credit. No mechanic’s lien for any such labor or material shall attach to or affect the reversion of other estate or interest of Lessor in and to the demised premises. Whenever and as often as any mechanics lien shall have been filed against the premises, based upon any act or interest of the Lessee or anyone claiming through the Lessee, or if any financing statement or agreement of like import shall have been filed of or affecting any materials machinery or fixtures used in construction, repair or operation thereof, or annexed thereto by the Lessee, the Lessee shall forthwith take such action by bonding, deposit or payment as will satisfy the lien, or financing statement or agreement of like import.

SECTION 23 – DEFAULT

Each of the following events shall constitute a default or breach of this lease by lessee;

1. If Lessee, or any successor or assignee of Lessee while in possession, shall file bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.
2. In the event Lessee shall engage in any unlawful activity or practice (except as herein specifically permitted) which hinders or interferes with the proper use and operation of the Airport,
3. If Lessee shall fail, refuse or neglect to pay the rent or other payments as herein provided.
4. If Lessee shall fail to perform or comply with any of the terms and conditions of this Lease Agreement, and if the noncompliance shall continue and not be corrected within 30 days.
5. If Lessee shall vacate or abandon the premises.
6. If this Lease or the estate of Lessee hereunder shall be transferred to or shall pass to or devolve on any other person or party except in the manner herein permitted.

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In the event of any default hereunder, as set forth in Section Twenty Three, the rights of the Lessor shall be as follows:

1. Lessor shall become entitled to retake the leased property upon giving Lessee notice of such breach in writing at least thirty (30) days in advance. If at the end of such thirty (30) day period, Lessee fails to vacate the premises, Lessor may use such remedy as it may deem fit under the circumstances to retake the leased property, with or without process of law.
2. Further, in the event Lessee shall engage in any activity or practice (except as herein specifically permitted) which hinders or interferes with the proper use and operation of the Airport, then Lessor may order Lessee to forthwith cease and desist from such activity or practice, and should Lessee fail or comply with any such order, then Lessor may at its option, cancel and terminate this Lease Agreement immediately without the giving the afore-stated one hundred eighty (180) day notice of cancellation.
3. Further, in the event Lessee abandons the lease premises, Lessor may at its option, cancel and terminate this Lease Agreement or may without terminating the Lease Agreement, enter upon and take possession of the leased premises with or without process of law, without liability for trespass. Lessor may at its option require any or all improvements to be removed and any hazardous material to be cleaned up at Lessee's expense, or may negotiate with Lessee a fair price for any improvements or take possession of the premises in an "as is" condition.
4. Further, Lessor may elect, but shall not be obligated, to make payment required of Lessee herein or comply with any agreement, term or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the premises for the purpose of correcting or remedying any such default has been corrected or remedied, but any expenditure for the correction by the lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.
5. Lessor may re-enter the premises immediately and remove the property and personnel of Lessee, and store the property in a public warehouse or at a place selected by Lessor, at the expense of the Lessee. After re-entry Lessor may terminate the lease on giving 30 days written notice of termination to Lessee. On termination Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the premises, and the worth of

the unpaid balance for the remainder of the lease term, which sum shall be immediately due Lesser from Lessee.

SECTION 25 – AIRPORT RULES AND REGULATIONS

In addition to all provisions of the Lease Agreement, Lessee agree to comply with the Vernal/Uintah County Airport Rules and Regulations as adopted and all amendments thereto. There shall be an annual review of this lease by the airport board in January of each year that the airport board may determine to its satisfaction the terms of this lease are complied with.

SECTION 26 – AGREEMENTS WITH THE UNITED STATES OR STATE OF UTAH

This Lease Agreement is subject and subordinate to the terms, reservations, restrictions, provisions and conditions of any existing or future agreements between Vernal/Uintah County Airport (Uintah County – Vernal City) and the United States or State of Utah relative to the operation or maintenance of the Airport and its appurtenant facilities, the execution of which has been or may be required as a condition precedent to the participation by any Federal or State Agency in the expansion or development of said Airport and facilities.

SECTION 27 – FEDERAL AVIATION ADMINISTRATION LEASE REQUIREMENTS

- A. The Lessee for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that:
- i) No person on the grounds of race, color or national origin shall be excluded from the participation in, denied the benefits of or otherwise subjected to discrimination in the use of said facilities.
 - ii) That in the construction of any improvements on, over, or under such land and the furnishing of service thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 - iii) That the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs on the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations be amended.

- B. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and it shall charge fair reasonable and not unjustly discriminatory prices for each unit or services, provided that Lessee may be allowed to make reasonable nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
- C. Lessee shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of race, creed, color or national origin.
- D. Non-compliance with provisions A, B, and C above after written findings, shall constitute a material breach thereof and in the event of such non-compliance the Lessor shall have the right to terminate this lease and the estate hereby created without liability therefore or at the election of the Lessor or the United States either or both said Governments shall have the right to judicially enforce said Provisions A, B, and C.
- E. Lessee agrees that is shall insert the above four provisions in any lease by which Lessee grants a right to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.
- F. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulation in the event any future structure or building is planned for the leased premises or in the event of any plan, modification or alteration of any present or future building or structure situated on the leased premises.
- G. It is understood and agreed that nothing contained in this Lease Agreement shall be construed to grant or authorize the granting of an exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act.
- H. There is hereby reserved to the Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased premises, together with the right to cause in said airspace such noise an may be inherent in the operation of aircraft, now known or herein after used for navigation of or flight in the air, using the airspace for landing at, taking off from or operating at the Airport.
- I. Lessee, by accepting this Lease Agreement, expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of nay structure or object nor permit the growth of any tree on the leased premises above that elevation set in the Uintah County Zoning Ordinance in the event that afore said covenant is breached, Lessor reserves the right to enter upon the

leased premises and to remove the offending structure or object and cut the tree, all of which shall be at the expense of the Lessee.

- J. Lessee, by accepting this Lease Agreement, expressly agrees for itself its successors and assigns, that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforementioned covenant is breached, Lessor reserves the right to enter upon the leased premises and cause the abatement of such interference at the expense of the Lessee.

SECTION 28 – GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah. Any and all suits for any and every breach of this contract may be instituted and maintained in any court of competent jurisdiction in the County of Uintah, State of Utah.

SECTION 29 – SEVERABILITY

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

SECTION 30 – ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

SECTION 31 – MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

Beginning at a point 50 feet south and 1,595 feet west of north $\frac{1}{4}$ corner section 25 T4S R21E SLM, which point is the North East corner of a 50 x 60 foot hangar.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed as of the day and year first above written.

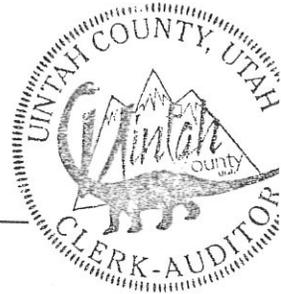
LESSOR:

Uintah County

Michael Mikee
Chairperson

ATTEST:

Misty L. Wilkins



Vernal City

Mayor

ATTEST:

LESSEE:

Tony Henderson, Managing Member

WITNESS



374 East Main St.
Vernal, Utah 84078

Phone: (435) 789-2255
Fax: (435) 789-2256

www.vernalcity.org

LANDSCAPING AGGIE BLVD.

BID OPENING
March 13, 2013
2:00 PM

IN ATTENDANCE:

Ken Bassett
Mike Davis
Sarah Lamb

City Manager
Finance Department
Finance Department

BIDS:

	Lawn Mow Weekly	Lawn Mow Monthly	Edging per Month	Irrigation per hour	Fertilization per application
Strawberry River Enterprises	\$250.00	\$1,000.00	\$250.00	\$45.00	\$100.00
Lawn Works	\$400.00	\$1,745.00	\$400.00	\$45.00	\$250.00
Red Mountain Landscaping	\$585.00	\$2,340.00	\$443.00	\$22.50	\$150.00

Zimbra**kbassett@vernalcity.org**

Re: 1983 dump truck

From : Ken Bassett <kbassett@vernalcity.org>

Thu, Mar 05, 2015 03:21 PM

Subject : Re: 1983 dump truck**To :** Glade Allred <gallred@vernalcity.org>

Glade- Thank you for the information. I will take your email to the next City Council meeting and let them consider your recommendation. Ken

----- Original Message -----

From: "Glade Allred" <gallred@vernalcity.org>

To: "Ken Bassett" <kbassett@vernalcity.org>, "Allen Parker" <aparker@vernalcity.org>

Sent: Thursday, March 5, 2015 1:42:56 PM

Subject: 1983 dump truck

Ken,

As you know our 1983 dump truck (shown in the attached picture) was funded to be replaced in this year's budget. The new truck is built and in Salt Lake getting fitted out with the dump bed etc and will deliver in a few weeks. The old 1983 truck shown is a sister to the truck that was donated several years ago to the Golf Course for them to use around the course. I believe it would be a good gesture to donate this matching truck to them as well to be used for parts. I spoke to them and they would love to have this take place if council is willing.

Thanks,
Glade





374 East Main St.
Vernal, Utah 84078

Phone: (435) 789-2255

Fax: (435) 789-2256

www.vernalcity.org

500 SOUTH 1500 EAST CURB & GUTTER

BID OPENING

March 17, 2015

10:00 AM

IN ATTENDANCE: Sarah Lamb
Mike Davis
Clint Morton
Kyle Reynolds
Craig Nebeker
Jared Robinson
Rex Hubes
Tony Hickman

Finance Department
Finance Department
Planning Department
Street Department
CRS Engineering
KW Robinson
Hubes Construction
Stubbs & Stubbs Construction

BIDS:

Stubbs & Stubbs Construction	\$	26,574.75
Hubes Construction	\$	31,370.00
KW Robinson	\$	38,835.00