

NOTICE OF PUBLIC MEETING

TO THE RESIDENTS OF UINTAH COUNTY AND VERNAL CITY: Notice is hereby given that the Vernal City Council and the Uintah County Commission will hold a special joint meeting on *Monday, June 15, 2015 at 3:30 p.m.* in the *Uintah County Conference Room, 2nd Floor* - 147 East Main St, Vernal, Utah.

A G E N D A

3:30 p.m.

STANDING BUSINESS

1. ACKNOWLEDGMENT & APPROVAL OF SPECIAL MEETING
2. APPROVAL OF THE MINUTES OF MAY 11, 2015

SCHEDULED PUBLIC BUSINESS

1. CHAMBER OF COMMERCE AGREEMENT - KEN BASSETT
2. AIRPORT UPDATE - MARK RAYMOND
 - A. INTERLOCAL AGREEMENT WITH UINTAH TRANSPORTATION SSD
 - B. AIR SERVICE TO VERNAL
3. UINTAH BASIN TRANSIT ASSOCIATION PRESENTATION
4. TRANSPORTATION SALES TAX OPTION DISCUSSION

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 St, Vernal, Utah 84078, telephone: (435) 789-2255.

June 12, 2015

MEMORANDUM

TO: Mayors, City Councils & County Commissioners

FROM: Ken Bassett, City Manager

RE: *Agenda Items of Joint City/County Meeting for June 15, 2015*

ACKNOWLEDGMENT & APPROVAL OF SPECIAL MEETING

APPROVAL OF THE MINUTES OF MAY 11, 2015

SCHEDULED PUBLIC BUSINESS:

1. **CHAMBER OF COMMERCE AGREEMENT - KEN BASSETT:** In your packets, you will find a drafted agreement that has been prepared for the contribution to the Chamber of Commerce by both the City and the County. I have made some suggested changes to this, and I believe that Mr. Stermer and Commissioner Stringer will be making changes as well. I have placed this item on the agenda for discussion in order that if there are additional changes, they will be reflected in the minutes and passed on to the County attorney for inclusion into the agreement.
2. **AIRPORT UPDATE - MARK RAYMOND**
 - A. **INTERLOCAL AGREEMENT WITH UINTAH TRANSPORTATION SSD**
 - B. **AIR SERVICE TO VERNAL**

Commissioner Raymond has asked to discuss some of the items regarding the airport, two of which have been included on the agenda. One is the interlocal agreement with the Uintah Transportation Special Service District. I do know that the attorneys involved, Loren Anderson, Gayle McKeachie, and Dennis Judd have all exchanged additional recommendations for this agreement. I have not yet seen the most recent draft with these changes, but I do know that they are presently working on them.

The other item was to find out if there was any change to air service to Vernal by Great Lakes.

3. **UINTAH BASIN TRANSIT ASSOCIATION PRESENTATION:** Mr. Yack, who is the Director for the UBTA bus program, will be at the joint meeting to discuss the current program which is in place for transportation in Vernal, Roosevelt, and Duchesne. As the elected officials are aware, if the transportation sales tax is passed, the bus system could receive substantial funding from that tax for the ongoing operation of their program.
4. **TRANSPORTATION SALES TAX OPTION DISCUSSION:** Once again from a previous meeting, we talked about the County's approval to place this on the next election ballot in November. Utah State Legislature has provided this option to be approved by the residents of the County in order that additional revenues can be generated for transportation purposes for local government.

MINUTES OF THE JOINT VERNAL CITY COUNCIL AND UINTAH COUNTY COMMISSION, SPECIAL MEETING HELD ON MAY 11, 2015 AT 3:30 P.M. IN THE VERNAL CITY CONFERENCE ROOM AT 374 EAST MAIN ST, VERNAL, UTAH.

PRESENT:

Uintah County: Commissioners Bill Stringer and Mike McKee. Commissioner Mark Raymond was excused.

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

Staff and Guests: Ken Bassett – Vernal City Manager, Steve Evans and Jessica Bowden – Chamber of Commerce, Josh Bake and Dean Baker - Naples City, Mike Davis and Roxanne Behunin - Vernal City.

WELCOME: Councilmember JoAnn Cowan welcomed everyone to the meeting.

ACKNOWLEDGEMENT AND APPROVAL OF SPECIAL MEETING: *Councilmember Bert Clark moved to approve the special meeting of May 11, 2015. Commissioner Bill Stringer seconded the motion. The motion passed with Commissioners Stringer & McKee and Councilmembers Everett, Scott, Clark and Cowan voting in favor. Mayor Norton was not present for the vote.*

APPROVAL OF THE MINUTES OF FEBRUARY 3, 2015: *Councilmember Bert Clark moved to approve the minutes of February 3, 2015. Commissioner Bill Stringer seconded the motion. The motion passed with Commissioners Stringer & McKee and Councilmembers Everett, Scott, Clark and Cowan voting in favor. Mayor Norton was not present for the vote.*

CHAMBER OF COMMERCE AGREEMENT - STEVE EVANS: Steve Evans, representing the Vernal Area Chamber of Commerce, explained that the Chamber of Commerce is actively working with all businesses to help the economy in the Vernal area. He noted that the Chamber would not be able to provide the services that it does to the business community without the contributions from the City and the County. Mr. Evans presented a slide show outlining all the items that the Chamber is involved with. This year the Chamber will be even more involved with events such as the 4th of July Parade and Trees for Charity. Presentations are made every week to provide tools and resources to retail merchants as well as industrial, and oil and gas industry companies. The former director, Adam Massey, was the Chair of the State Chamber representing Vernal on the Wasatch Front. Further, Mr. Evans explained that the Chamber is the first stop for visitor information and handles 30 to 40 requests per day during the summer months. Specific committees have been set up to handle legislative impact, public relations, health fair, conservation, higher education and the Dinah Mites who are the good will ambassadors. The financial picture for the Chamber is steadily going up with revenue of \$79,000 for 2010 to \$120,000 this year. The membership has increased from 150 to 300, and the hope is that these businesses are seeing the benefit of belonging to the Chamber. Commissioner McKee noted that a few years ago it was difficult to keep a director because no benefits were offered, and the wage was too low. The City and County stepped in to help fund the Chamber

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46 with the goal of becoming self-sustaining. Steve Evans stated that the contract with the City and
47 the County expired in 2012 and needs to be renewed. He stated that a new contract will be
48 forwarded to Vernal City and Uintah County for consideration. *Commissioner Mike McKee*
49 *moved to support the Chamber of Commerce with final approval of the agreement to be done*
50 *once the final document is presented with all the details outlined. Councilmember JoAnn*
51 *Cowan seconded the motion. The motion passed with Commissioners Stringer & McKee and*
52 *Councilmembers Everett, Scott, Clark and Cowan and Mayor Norton voting in favor.*
53

54 Josh Bake, Naples City Manager, expressed his interest in having a presentation made to Naples
55 City to see if they were interested in being involved in the Chamber again. Commissioner
56 Stringer commended the Chamber on getting so much done with a small budget.

57 **PUBLIC LANDS INITIATIVE - COMMISSIONER MCKEE:** Commissioner Mike McKee
58 explained that the public lands initiative that is being presented to the Legislature will help
59 resolve several land disputes with the Bureau of Land Management. Approximately every 10 to
60 15 years the BLM updates their resource management plan, and the County created an energy
61 zone for the BLM to also consider when they update this plan. Most of the land in Uintah
62 County managed by the BLM is critical for recreation, preservation, or oil and gas extraction.
63 This public land initiative will also resolve outstanding legal issues, set boundaries for red rock
64 wilderness, revise the current lawsuit, and direct the BLM to withdraw proposals for the master
65 leasing plan. Commissioner Stringer stated this initiative will also designate B & D roads.
66 Commissioner McKee stated the hope is to transfer 1000 acres of land to Uintah County around
67 Ashley Springs to protect the water utility corridor. There has also been discussion of changing
68 the Dinosaur National Monument to a National Park. If this is accomplished, there will be some
69 protections under the Antiquities Act. Further, Commissioner McKee noted that the BLM land
70 in Uintah County is dotted with State Institutional Trust Lands, and the hope is to transfer that
71 BLM land, changing it to State Trust Land. Commissioner Stringer stated that the land transfer
72 will include other counties with the land in Uintah County to make it more accessible for
73 development which is quite an economic opportunity. Councilmember Clark expressed his
74 appreciation for the time and effort put into this project. Commissioner Stringer stated there are
75 several counties wanting to join this effort, and if they have a good proposal, it is being worked
76 into the plan. There will be one more meeting before finalizing the proposal which includes
77 recreation, grazers, and road use. Mayor Norton thanked the Commission for the update.
78

79 **“SLOW THE FLOW” CAMPAIGN - KEN BASSETT:** Mayor Norton explained that this
80 will be a tough year dealing with water shortages. The City will use a conservation effort first,
81 and then move toward restrictions if necessary. Ken Bassett stated that even during times when
82 culinary water is available, the community has to deal with the irrigators suffering from water
83 shortages. A meeting has been scheduled for April 27th with all the water providers in the
84 Valley to push conservation measures for both outside watering and and inside use. The City
85 will be working with the Division of Water Resources to initiate the “Slow the Flow Campaign”
86 with funding from Central Utah Water. Commissioner McKee noted this is a wise approach to
87 educate the community to not be wasteful.
88

89 **AIR SERVICE IN MAY - COMMISSIONER MCKEE:** Commissioner McKee explained
90 that Sky West Airlines has elected to discontinue their air service to Vernal. The FAA bid out

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91 the air service and chose Great Lakes as the new carrier. Unfortunately, there will be a gap
92 between services even though the FAA put pressure on Great Lakes to provide service now. The
93 latest information is they will begin service in early June to mid-June. Councilmember Cowan
94 asked if this is a two-year contract with Great Lakes. Commissioner McKee answered yes,
95 although there is an opt-out clause. Commissioner McKee explained that Sky West is changing
96 the type of planes in their fleet, but the FAA would not allow the jets to use the airport until the
97 airport is upgraded. Commissioner Stringer stated an exception was requested which the FAA
98 denied. He hoped Sky West will bid in the future once the airport is expanded.

99
100 **AIRPORT INTERLOCAL AGREEMENT:** Commissioner Mike McKee notified the elected
101 officials that the County Attorney and Uintah Special Transportation District are working on the
102 Interlocal Agreement to transfer the airport to the District. Once the final draft has been
103 reviewed by all the attorneys it will be presented to the City.

104
105 **TRUCK ROUTE:** Commissioner Mike McKee explained that he had a discussion with the
106 Mayor on how this route will affect Vernal City, and how the County can zone the area along the
107 route so it does not compromise other businesses. The Community Impact Board approved a
108 \$20 million dollar funding package for the initial start for the truck route on the west end, but
109 there is an issue with the sage grouse. Councilmember Clark asked where the route will start.
110 Commissioner Bill Stringer answered it will start by the Split Mountain Truck Stop
111 approximately 6500 South going east. The County bought property for better access on 2500
112 South, but there is no support to have the route that far north. He stated that the concern with
113 this project is the cost of over \$80 million dollars. Commissioner Stringer suggested a new study
114 be completed to see if the number of heavy trucks still supports the need for this roadway and
115 reevaluate updated data. Commissioner McKee stated the County may need to change the
116 priority to connecting to 1-70 to help tourism. Councilmember Cowan agreed that connecting to
117 I-70 will benefit the area. Commissioner Stringer stated that the area can capitalize on the
118 advertising for the parks in Utah by tying Dinosaur National Monument into that, but a good
119 through highway is needed to get people here. Naples City Mayor Dean Baker expressed his
120 concern that the truck route still be a priority to get the heavy trucks away from downtown. He
121 stated that the CIB funds are produced here and should be used to help the impact from the oil
122 and gas industry. Commissioner McKee noted they are not abandoning that project, simply
123 looking at more current information. Mayor Baker stated possibly the design should be scaled
124 back with the number 1 priority being the truck route then pursue the road to Grand County.
125 Ken Bassett asked how much funding has been set aside by the CIB for the truck route.
126 Commissioner McKee stated phase I was \$16 million dollars with another \$4 million from the
127 Transportation District. Mayor Norton thanked the Commissioners for the update.

128
129 **CONVENTION CENTER UPDATE:** Commissioner Stringer reminded the Council that the
130 County ended their association with Western States, and instead has asked the manager of
131 Western Park to also manage the convention center. The vision for the use of the center has
132 changed to more of a “community center” that is affordable for local businesses to use. There is
133 a lot of interest, locally, to use the facility. Councilmember Clark asked if local caterers will be
134 used. Commissioner Stringer answered yes. Mayor Norton noted the conference center will be
135 able to accommodate larger events. Commissioner Stringer agreed and stated there have been
136 conflicts, especially in the winter months, when the equestrians use the indoor arena, and the

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137 conference center will alleviate that issue. The Commissioners invited the Council and staff to
138 tour the conference center on Friday at 10:00 am.

139

140 **TRANSPORTATION TAX:** Commissioner Mike McKee explained that he has received a
141 report from Basin Transit Association with UBAG and they are also interested in the
142 transportation tax to fund this program. He explained that a portion of the tax would go to the
143 cities, a portion to the transit authority, and the remainder to the County, if it is passed. Mayor
144 Norton asked if UBAG can attend the next meeting to give a report on the busing system.

145

146 **MEETING SCHEDULE:** After discussion, the consensus of the elected officials was to
147 schedule this joint City - County meeting on the third Monday of each month starting at 3:30
148 p.m.

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150 **ADJOURN:** There being no further business; Councilmember Dave Everett moved to adjourn.
151 Commissioner Bill Stringer seconded the motion. The motion passed with a unanimous vote,
152 and the meeting was declared adjourned.

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155 _____
Ken Bassett, City Recorder

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**AGREEMENT BETWEEN UTAH COUNTY AND VERNAL CITY AND
THE VERNAL AREA CHAMBER OF COMMERCE**

This Interlocal Agreement is entered into by and between Vernal City, Utah (“Vernal”) and Uintah County, Utah (“County”), (collectively the “Public Entities”) with the Vernal Area Chamber of Commerce (“Chamber”).

Pursuant to the provisions of the Utah Interlocal Cooperation Act, Title 11, Chapter 13, UCA 1953, as amended, public agencies, including Vernal and County, are authorized to enter into mutually advantageous agreements to provide services and facilities and

WHEREAS, the governing body of each of the governmental entities named herein has approved the joint and cooperative effort outlined herein, and

WHEREAS, the Chamber of Commerce is an incorporated non-profit entity located in the Ashley Valley and is in position to assist the local entities in promoting economic growth and development and attracting new business and industry to the areas lying within Vernal and County, and

WHEREAS, attracting business and industry and tourists to the community provides economic benefit and advantage to Vernal and County, and

WHEREAS, the Interlocal Cooperation Act allows the Public Entities to enter into an agreement to provide services or do anything that any entity could do individually, and

WHEREAS, the Public Entities can enter into mutually advantageous contracts with private entities, and

WHEREAS, the Chamber of Commerce desires to improve and enhance its ability to promote economic growth and development and encourage tourism in the community and to provide properly trained staff for its function and mission, and

WHEREAS, the Public Entities are willing to assist through providing financial support and services to promote economic development and services within the Ashley Valley and Uintah County, and

WHEREAS, it is determined to be mutually advantageous to all the parties that one of the Public Entities provide payroll support and services and employee benefits to the persons hired pursuant to this Interlocal Agreement, and

WHEREAS, the services to be provided herein are determined to have value to the public entities equal to the amounts being expended therefore, and

WHEREAS, Chamber, by resolutions of its governing body, has authorized this Agreement after determining that its interest will best be served by this Agreement.

NOW THEREFORE, in consideration of the promises, representations and conditions set forth herein, the parties agree as follows:

1. **Joint Provision of Services.** It is the intent of this Agreement to create a new entity to provide for joint provision of services as specified herein and in particular, economic development in each of the Public Entity’s areas of service.

2. **Administration and Board of Directors.** For purposes of this Agreement, this Agreement shall be administered by the Director or highest ranking administrative office of the Chamber. The administrator shall meet at least monthly with the Chamber Board of Directors. The Chamber Board shall constitute the Administrative Joint Board for this Agreement. The Chamber Board of Directors shall consist of eight (8) members. One member shall be appointed by County from the elected officials of County. One member shall be selected by Vernal from the elected officials of Vernal. Two members shall be recommended by the Board and selected jointly by the two Public Entities. The remaining four members of the Board of Directors shall be selected from among the membership of the Chamber in accordance with the Bylaws and governing documents of the Chamber. All board members other than the two appointed by elected officials shall have terms consistent with the Bylaws and governing documents of the Chamber. The Board of Directors shall meet monthly and at such other times as are determined necessary to discuss the administration of this Agreement and the progress and provision of services set forth herein, and to address any and all issues or concerns that may arise with respect to the administration of this Agreement and Chamber, and to perform all other functions typically provided by a Board of Directors.
3. **Chamber Board Employees.** The Administrative Joint Board shall create and establish, pursuant to this Agreement, the following positions:
- A. *Executive Director*, whose responsibilities shall include serving as chief administrative officer and overall supervision and management of Chamber, and promoting and developing business and economic development and tourism in Vernal and County.
 - B. *Office Manager*, to manage day-to-day operation of the office and Chamber activities.
 - C. *Other Employees* as established by the board.
 - D. These positions shall be under the direction, supervision and control of the Chamber Board of Directors and its authorized designees, which shall assign responsibilities and develop personnel policies, evaluate effectiveness and productivity and assume responsibility for hiring, firing, discipline, compensation, and salary, etc.
 - E. Pursuant to Utah Code Annotated, Sec. 11-13-211, Uintah County shall provide personnel services, including payroll and benefits for the employees of the Administrative Joint Board shall be "at will" appointed and non-merit. The Chamber shall pay to Uintah County the payroll and benefit costs for each of these employees hired by the Administrative Joint Board, on a quarterly basis. Uintah County shall not have supervisory control of or responsibility for Chamber employees, nor incur responsibility or liability for the acts or omissions of said employees. The Chamber shall indemnify and hold harmless Uintah County and the Public Entities from any liability arising from the Chamber employees. For purposes of privileges and immunities from liability, etc., pursuant to Utah Code Annotated, Sec. 11-13-222 (3) the employees hired pursuant to this Agreement shall be considered employees of Uintah County.
 - F. The position/employees established hereunder shall be housed at and operations conducted at the Chamber offices as directed by the board. All office expenses and other expenses associated with these positions and their operational activities, except as otherwise stated herein, shall be funded solely by the Chamber.
 - G. In addition to the general outline of job positions set forth above, more detailed job descriptions, pay rates, selection of individuals to fill positions, etc., shall be the responsibility of the Chamber Board of Directors and will not be subject to Uintah County's Pay Plan.
4. **Funding/Budget.** Uintah County and Vernal City will make an annual payment of \$50,000.00 each. The Chamber shall contribute the remaining balance of the Chamber's operational budget and expenses that are over and above the contracted amounts by Vernal and County. The parties to this Agreement shall annually review all costs and benefits associated with the services provided herein. Amendments or any modification of the funding from the local government entities as set forth herein must be approved by each of the governing bodies of each of the parties hereto.
5. **Reporting.** The Executive Director and Economic Development Director shall report at least quarterly

directly to the governing body of each of the local government entities that are parties to this Agreement, on the economic development activities of the preceding year and of plans for economic development within each entity for the coming year or years.

6. **Effective Date and Term.** This Agreement shall become effective immediately upon execution thereof by the authorized representative of each of the parties hereto and upon the execution of a resolution of the governing body of each of the entities authorizing said entity to enter into the Agreement.
7. **Termination of Extension.** This Agreement shall continue in effect until June 30, 2020, unless otherwise modified, terminated, or extended by agreement of the parties. Any party may terminate this Agreement upon giving six (6) months written notice to the other parties. The remaining parties may elect to continue their participation in this Agreement upon the same terms and conditions, except that the funding/budget shall be modified as agreed upon by the remaining parties.
8. **Non Appropriation Clause.** Notwithstanding any other provision of this Agreement, the financial obligations of Public Entities, as a governmental body, are conditioned upon the allocation of funding from the legislative body. If money is not allocated for the continuation of this Agreement, Public Entities agree to notify Chamber in writing of the non-appropriation of funds and the contract shall terminate within thirty (30) days. In no event shall either party be liable to the other for any additional moneys.
9. **Amendments.** Any changes or amendments to this Agreement shall be approved in writing and by resolution of the governing body of each of the parties hereto prior to becoming effective.
10. **Indemnification.** Each of the parties to this Agreement shall defend, hold harmless, and indemnify all other parties for the wrongful or negligent acts or omissions of their officer, employees, agents, and assigns against any and all liabilities, claims, damages, actions, suits proceedings, costs and expenses which may arise by reason of any accidents, damages, injuries (including injuries resulting in death) either to persons or property; provided, however, that in no event shall the indemnification obligations of the parties hereunder exceed the amounts set forth in the Utah Governmental Immunity Act, which are in effect at the time judgment is entered Personal injury or property damage shall have the same meaning as defined in the Utah Governmental Immunity Act. In no event shall this section be construed with respect to third parties as a waiver of any governmental immunity to which the parties are otherwise entitled.
11. **Warranties and Participants.** Each participant hereby represents and warrants that:
 - A. It is duly authorized to execute and deliver this Agreement; and
 - B. There is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such participant is a party or to which any of its property is subject which if determined adversely to such participant would individually or in aggregate (1) affect the validity or enforceability of this Agreement, or (2) otherwise materially adversely affect the ability of such participant to comply with its obligations hereunder or the transactions contemplated hereby.
12. **Documents of File.** Executed copies of this Agreement shall be placed on file in the office of the keeper of the records of all participants and shall remain on file for public inspection during the term of this Agreement.
13. **Non-Assignability.** No participant shall transfer or delegate any of its rights, duties, powers, or obligations under this Agreement without the consent of each of the participants.

- 14. **Sole and Exclusive Agreement.** Upon and after the effective date of this Agreement, this Agreement shall constitute the sole and exclusive agreement between the participants to provide for the position of Chamber Director and Economic Development Director and relative to the joint exercise of the powers, privileges and authority of the participants relating the subject matter of this agreement.
- 15. **Laws of Utah.** It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
- 16. **Severability of Provisions.** If any provision of this Agreement is held invalid, it shall not affect the validity of any other provision of this Agreement.

IN WITNESS WHEREOF, the Chamber has caused this Agreement to be subscribed by its Presiding Officer and County and Vernal have caused this Agreement to be subscribed by its chair, Commission Chairman and Vernal City Mayor and attested by their respective clerks and approved by the respective attorneys.

CHAMBER:

 Presiding Officer

Date: _____

APPROVED AS TO FORM: **UINTAH COUNTY:**

 Uintah County Attorney Commission Chairman

ATTEST: Date: _____

County Clerk

APPROVED AS TO FORM: **VERNAL CITY:**

Vernal City Attorney Vernal City Mayor

ATTEST: Date: _____

Vernal City Recorder