

# NOTICE OF COMBINED WORKING & REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS

**PUBLIC NOTICE** is hereby given that the Board of Duchesne County Commissioners will meet in combined working meeting and regular meeting on Monday, February 10, 2014 beginning at 9:00 a.m. in Conference Room #1 of the Duchesne County Administration Building in Duchesne, Utah for the purpose of discussing the following:

- 9:00 • Public Works/Landfill Department Update - *Glen Murphy*
- 9:15 • Discussion Of Draft EIS For Monument Butte Area Oil & Gas Development Project - *Mike Hyde*
- 9:30 • Discussion Of Payroll - *John Evans*
- 9:45 • Consideration Of An Inter-Local Cooperative Agreement Providing For Consolidated Dispatch Services In The Uintah Basin - *Attorney*
- 9:50 • Auditors Office - Vouchers - Tax Adjustments - Public Comment - Deferrals
- Consideration Of Business Licenses For:
  - Abco Consulting & Survey
  - Crossfire, LLC
  - L&W Drilling Inc.
  - Western Well Service Inc.
- 10:00 • Personnel Department Update - *Lisa Henne*
- Consideration Of Minutes For Combined Commission Meeting Held February 03, 2014
- Closed Meeting - Strategy Sessions To Discuss:
  - 1 - The Character, Professional Competence, Or Physical Or Mental Health Of An Individual;
  - 2 - Collective Bargaining;
  - 3 - Pending Or Reasonably Imminent Litigation;
  - 4 - The Purchase, Exchange, Sale, Or Lease Of Real Property;
  - 5 - Deployment Of Security Personnel, Devices, Or Systems; And
  - 6 - Investigate Proceedings Regarding Allegations Of Criminal Misconduct
- Consideration To Take Action Discussed Under Closed Meeting
- Commission Calendaring
- Recess Until Public Hearing - *Public Hearing Will Be Held In Commission Chambers*
- 1:30 p.m. **Public Hearing** - *Mike Hyde*
  - Consideration Of Ordinance No. 14-324, An Ordinance Amending The Duchesne County Zoning Map, Rezoning Described Property From Agriculture-Residential (A-5) To Industrial (I)
  - Consideration Of Moving Forward With The CIB Application For Funding To Acquire SITLA Easements Over County Class D Roads

*Carnie Sweet*

I, Diane Freston, Duchesne County Clerk/Auditor, certify that on February 7, 2014 pursuant to U.C.A., 52-4-202, this notice was posted at least 24 hours prior to meeting time. Notice also given to the Radio Station, KNEU, and the Uintah Basin Standard.

*Diane Freston*  
Diane Freston,  
Duchesne County Clerk/Auditor

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING AUXILIARY COMMUNICATIVE AIDS AND SERVICES FOR THIS MEETING SHOULD CALL THE DUCHEсне COUNTY CLERK'S OFFICE AT (435) 738-1100.

## DUCHESNE COUNTY COMMISSION

*Ronald Winterton, Chairman; Kirk J. Wood, Member; Kent R. Peatross, Member*

P.O. Box 270

Duchesne, Utah 84021-0270

Phone (435) 738-1100

Fax (435) 738-552

February 10, 2014

Bureau of Land Management  
Attn: Stephanie Howard  
Vernal Field Office  
170 South 500 East  
Vernal, UT 84078

RE: Draft EIS for Monument Butte Area Oil & Gas Development Project (MB EIS)

Dear Ms. Howard:

Duchesne County entered into a Memorandum of Understanding with the BLM on August 31, 2009 to participate in the development of the EIS for the Monument Butte Area Oil & Gas Development Project. The proposed timeline attached to the MOU indicated that the Draft EIS would be released to the public in Spring, 2010 and that there would be a record of decision published by Fall, 2011. It appears that this project is nearly four years behind the schedule anticipated in 2009. The County hopes that infill projects such as this could be processed in a timelier manner in the future.

Over the past four years, Duchesne County has participated in several meetings associated with the project and offered comments on the administrative drafts of the document. We appreciate that many of those comments have been addressed in the EIS. The County has consistently expressed support for the project as it complies with the Duchesne County General Plan's public land use policies. The project is located within the Uintah Basin Energy Zone, where energy production has been established as the #1 priority by the State of Utah and the basin area counties.

The proposed action ("Alternative A") for the MB EIS maximizes drilling efficiencies within the largest proven oil reserve in the State of Utah while minimizing environmental impacts. The area under consideration is the largest federal secondary recovery unit in the United States – an infill project that is located in a low natural resource conflict area. In general, Duchesne County supports Alternative A, and supports expedited issuance of a Record of Decision (ROD) that would reflect Newfield's valid existing lease rights and allow for the maximum recovery of oil and gas for the benefit of the federal, state, and local economies and the U.S. taxpayer, while also developing these resources in an environmentally responsible manner.

We have serious concerns related to the Agency Preferred Alternative (“Alternative D”). Under Alternative D of the Draft EIS, the BLM is attempting to overly restrict the development of Newfield’s leased minerals by requiring over-broad, arbitrary and onerous mitigation measures that go far beyond what is necessary to protect resource values found within the project area. The BLM is restricting Newfield’s access rights by: (1) requiring extensive buffers for plant species; (2) imposing extensive air emission restrictions; (3) mandating unreasonable restrictions for other resources (prairie dogs for example); and, (4) arbitrarily limiting surface disturbance for development even though no resources exist that warrant additional protections, surface disturbance limitations, or well count restrictions.

BLM identifies Alternative D as the “Resource Protection Alternative.” As described above, this Project is for infill wells within a long-standing oil and natural gas field that contains extensive development and infrastructure. There are few sensitive resources within the project area, and BLM has not identified any resources that would actually be protected by scaling back Newfield’s proposed infill development.

### **Directional Drilling**

The County believes that the number of potential oil and gas wells allowed under Alternative D may be over-estimated based on inaccurate assumptions regarding the feasibility of directional drilling.

Duchesne County recently went through a lengthy process of amending its zoning ordinance to deal with the impacts of energy development on private (fee) surface owners. During that process, setbacks from the wellhead to dwellings and buildings open to the public were considered. The county initially felt that directional drilling technology could be utilized to increase the desired setbacks.

However, energy companies testified regarding the substantially-increased expenses associated with directional drilling and the geologic conditions that do not allow for it in all circumstances. To illustrate our point, attached are two well path maps, obtained from the Utah Division of Oil, Gas and Mining, showing the history of directional drilling in Duchesne County and in one representative six mile square township within the County. These maps show that directional drilling up to two miles is the exception rather than the rule; due to the financial and geologic reasons noted above.

During this same ordinance amendment process, the Bill Barrett Corporation presented a letter and an attachment that illustrates the additional costs of directional drilling. The letter notes that well locations are influenced by many different factors including:

- Location requirements from mineral leases, surface use agreements or other contracts;

- Surface owner wishes and current/future uses of the land, including presence of dwellings or other buildings;
- Proximity to roads, power lines, pipelines and other utilities;
- Presence of threatened and endangered and sensitive species and their habitats;
- Waterways, wetlands and other water features;
- Topography;
- Downhole setbacks prescribed by DOGM/BOGM
- Technical limitations of drilling technologies;
- Limitations of production technologies, particularly where pumping equipment will be required and
- Economics

Regarding economics, Bill Barrett Corporation submitted a table (enclosed) showing the representative costs and other issues associated with directional drilling entitled “Wellbore Directionals.” In this table:

- Wellbore A is a typical vertical well. The pumping unit associated with such wells cost \$120,000.00. The annual operating costs include \$25,000 to \$50,000 for the anticipated one work-over per year and a cost impact of less than \$5.00 on each barrel of oil produced.
- Wellbore B is a directional well that reaches out 700 feet horizontally from the wellbore surface location. This type of well requires a more expensive pumping unit (\$180,000.00) and the annual operating costs include two to four work-overs per year resulting in estimated annual operating costs of \$100,000 to \$200,000 per year, with a cost impact of between \$5.00 and \$10.00 on each barrel of oil produced.
- Wellbore C is a directional well that reaches out 1,200 feet horizontally from the wellbore surface location. This type of well requires a more expensive pumping unit (\$180,000.00 or more) and the annual operating costs include four to eight work-overs per year resulting in estimated annual operating costs of \$200,000 to \$400,000 per year, with a cost impact of between \$10.00 and \$20.00 on each barrel of oil produced.

Duchesne County concludes, based on the above data from energy companies operating in the Uintah Basin, that directional drilling may not be as feasible as stated by the EIS and that more energy resources in the Pariette Wetlands ACEC vicinity will be inaccessible and lost.

### **Benefits to State and Local Economies**

Local economies have been impacted by the price of natural gas and the decrease in oil and gas development in the Uinta Basin. The State and local communities benefit directly from the development of federal oil and gas and state minerals through taxes and economic development. BLM may only require reasonable and necessary restrictions on development.

The socio-economic analysis within the EIS should account for the adverse economic impacts from certain restrictions on development, such as spatial and seasonal restrictions that BLM may propose (e.g. USFWS CCAs, ACEC, winter moratorium based upon air quality concerns) and how such restrictions would negatively impact mineral development and related impacts to jobs and the local economies. These impacts include tax revenues, employment, energy prices and royalty payments.

A recent study performed by SWCA Environmental Consultants for the Western Energy Alliance found that the Monument Butte project alone would directly generate over \$1 billion annually, amounting to over \$35 billion for the life of the project. BLM must fully consider the economic impact of restricting oil and gas development on lands in the Project Area before making its final decision and issuing the ROD for the Final EIS.

Alternative D would result in the loss of 692 oil and gas wells compared to the applicant's proposal. According to an August 2004 report prepared by the Utah Energy Office of the Utah Department of Natural Resources, entitled "*Economic Impact Analysis of the Drilling and Completion of a Natural Gas Well in the Uintah Basin,*" the drilling and completion of a single well in Uintah or Duchesne Counties would create 14.8 additional jobs in Utah and \$359,300 in additional personal income. The drilling and completion of a single well would result in gross state revenue growth of \$74,134 and gross local revenue growth of \$45,974. Doing the math, a reduction of 692 wells would cost Utah approximately \$248,635,600 in personal income, \$51,300,728 in state revenue and \$31,814,008 in local revenue.

### **Valid Existing Rights**

BLM's Preferred Alternative in the Draft EIS prohibits new development on Newfield's valid existing federal leases located within the Pariette Wetlands ACEC. From a legal standpoint, BLM cannot prohibit Newfield's development of its valid existing lease rights on leases that BLM issued prior to the establishment of the ACEC.

These leases pre-date the ACEC's creation and the ACEC designation cannot retroactively and unilaterally amend the lease terms. BLM may not prohibit or unreasonably restrict Newfield's access to its leases in the Pariette Wetlands ACEC. Newfield has the legal right under BLM's oil and gas regulations to use as much of BLM surface as is necessary to develop its leases.

### **Core Conservation Areas**

In the DEIS, BLM establishes "core conservation areas" for the hookless cactus. These areas have heightened restrictions on Newfield's development. BLM applies different operational restrictions to the different core areas. BLM's preferred Alternative prohibits new well pads in the "Level 1 core conservation areas."

A “core conservation area” is not a defined legal term under the Endangered Species Act (ESA); rather, it is essentially a de facto creation of a “critical habitat designation” in violation of the Endangered Species Act. Under the ESA, the FWS must analyze economic impact of making a potential critical habitat designation decision. The ESA does not authorize BLM or the U.S. Fish and Wildlife Service to establish core conservation areas that unreasonably restrict oil and gas development on valid existing leases.

### **Surface Disturbance Restrictions**

The DEIS contains extensive restrictions related to hookless cactus, buffers around tributaries to the Green River, prairie dogs and other resources.

Yet, the DEIS does not contain any process for Newfield to obtain waivers, exceptions or modifications of these conditions or restrictions that allow for operations flexibility. The DEIS should be amended to include these provisions.

The DEIS restricts Newfield’s use of the surface in terms of 40-acre and 160-acre limits per section. These restrictions are not based on the presence of any sensitive resources (e.g., wildlife, cultural resources or sensitive species). The DEIS does not contain any rationale or justification for these surface disturbance limits.

Alternative D in the DEIS reduces the number of authorized wells by 692 in order to decrease the project’s residual surface disturbance. The proposed well reduction does not provide a reasonable basis on which to select Alternative D over Newfield’s Alternative A because Alternative A would result in an increase of only 4.16% in overall residual surface disturbance within the project area.

### **Consistency with local plans**

BLM asserts, incorrectly, that selecting Alternative D is consistent with the natural resource management objectives outlined in the Duchesne and Uintah County General Plans and the purpose of the State of Utah’s Uintah Basin Energy Zone (UBEZ). The State and the Counties explicitly require that all lands within the UBEZ be developed to prioritize the full development of the underlying oil and gas resources, which cannot be achieved through Alternative D’s reduced development plan.

To close, we urge the BLM to efficiently process the environmental impact statement and the issue a Record of Decision that enables Newfield to develop all of its leased oil and gas resources in a timely manner and to allow access to all leased minerals in accordance with established law. Alternative A sufficiently demonstrates the project proponent’s commitment to responsibly develop oil and gas resources under valid existing leases in Uintah and Duchene Counties. Duchesne County supports the timely issuance of the Record of Decision and Final

Ms. Stephanie Howard  
Vernal BLM  
Monument Butte EIS  
February 10, 2014  
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Environmental Impact Statement (EIS) that would allow for the full development of the oil and gas resources in the project area, to the benefit of the national, state and local economies.

Thank you for your consideration and the opportunity to comment.

DUCHESNE COUNTY COMMISSION

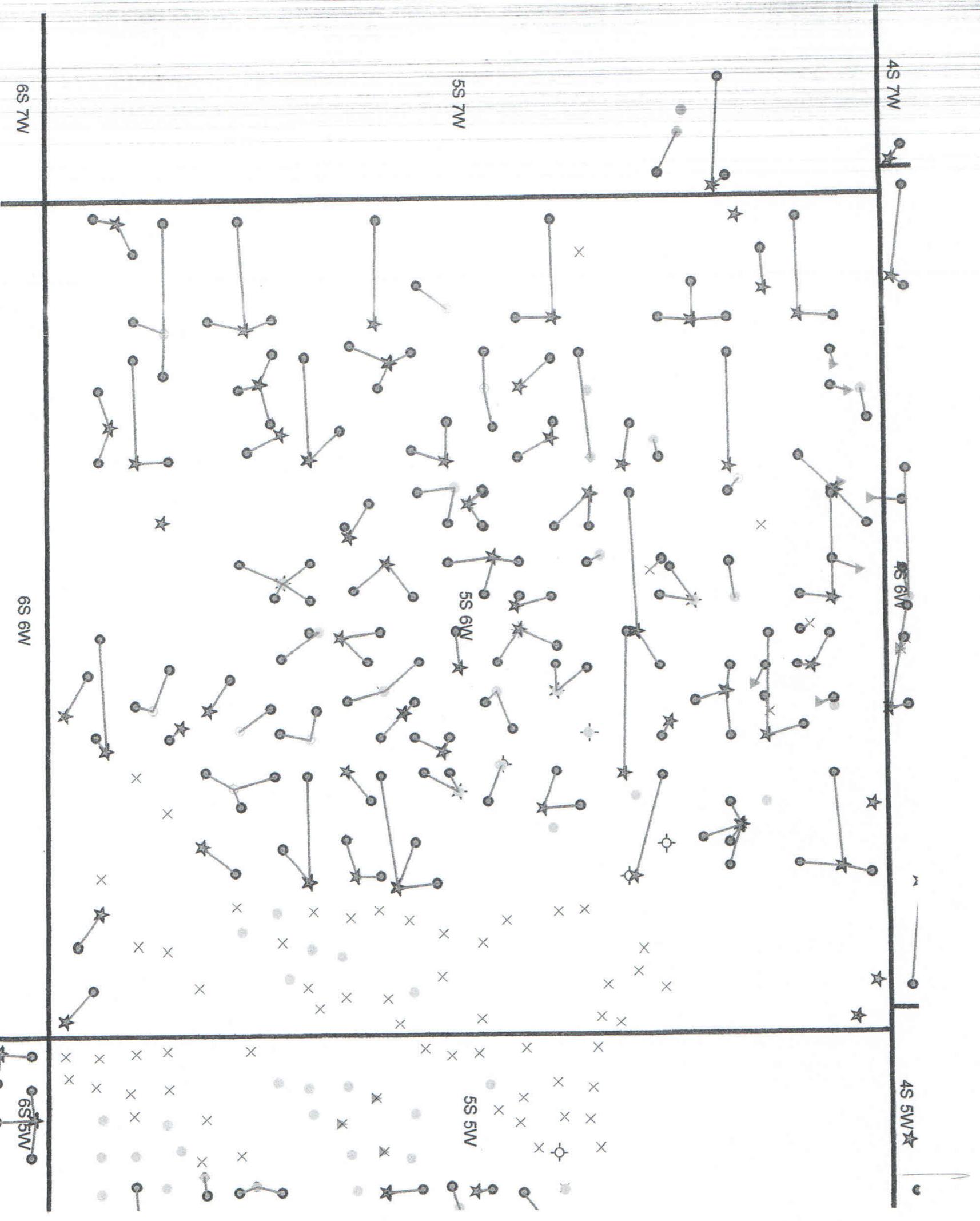
Mike Hyde, AICP  
Community Development Director

Enclosures

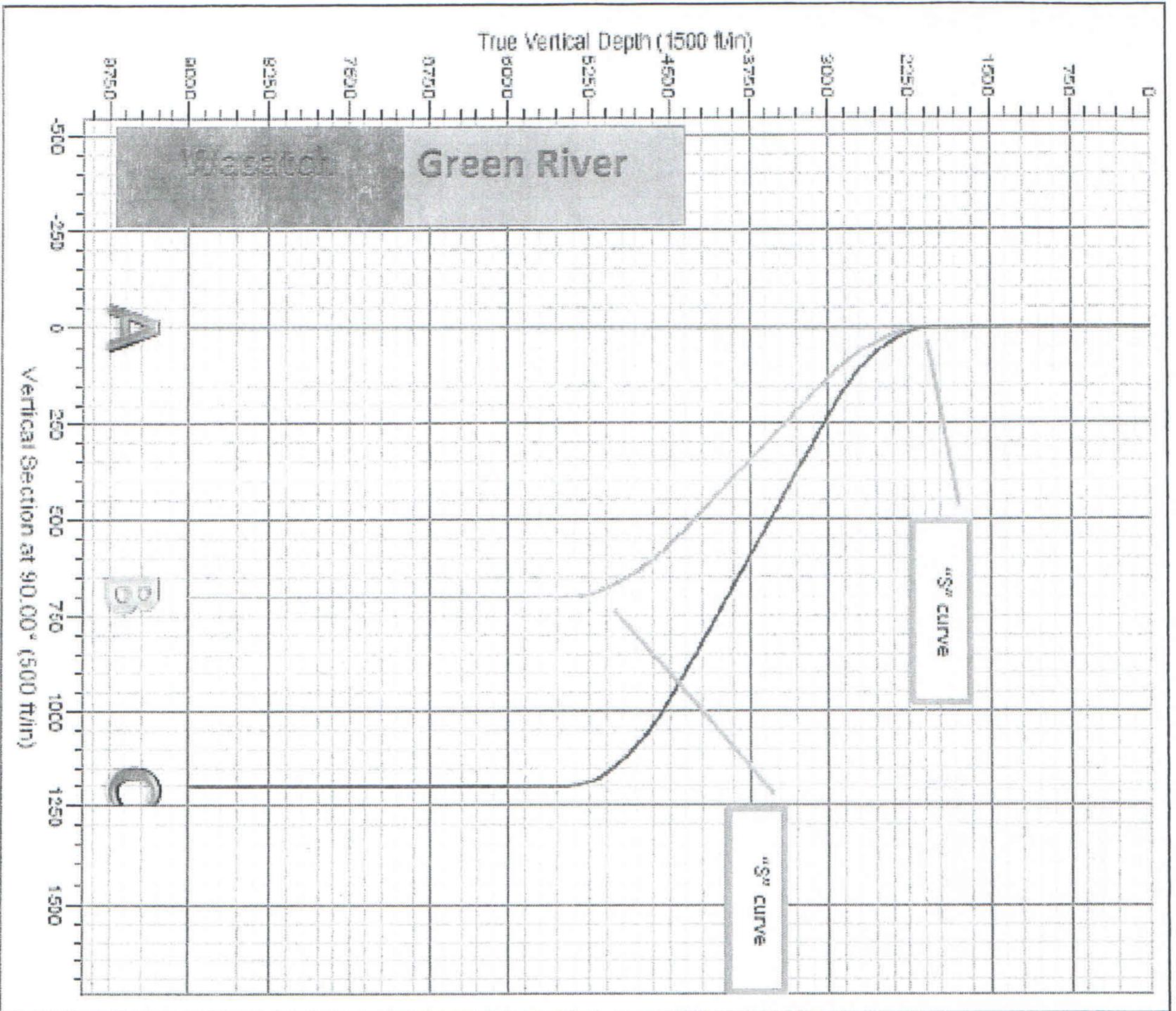
pc: Governor Gary Herbert, PO Box 142220, Salt Lake City, UT 84114-2220  
Congressman Rob Bishop, 123 Cannon House Office Building, Washington, D.C. 20515  
Senator Mike Lee, 316 Hart Senate Office Building, Washington, D.C. 20510  
Senator Orrin Hatch, 104 Hart Senate Office Building, Washington, D.C. 20510  
Kathleen Clarke, PLPCO, PO Box 141107, Salt Lake City, UT 84114-1107  
Uintah County Commission, 152 E 100 North, Vernal, UT 84078

Sample Township - Duchesne County

★ = well hole  
● = down hole location



## WellBore Directionals



- Wellbore A
  - Vertical Well
  - 640-365-168 Pumping Unit \$120,000
  - Annual Operating Costs
    - One workover per year \$25,000 to \$50,000
    - Less than \$5 per barrel of oil produced
- Wellbore B
  - 700 foot reach out "S" type well
  - Roto 900 Pumping Unit \$180,000
  - Annual Operating Costs
    - Two to four workovers per year
    - \$100,000 to \$200,000 annual
    - Increase of \$5 to \$10 per barrel of oil produced
- Wellbore C
  - 1200 foot reach out "S" type well
  - Roto 900 or larger Pumping unit
  - Annual Operating Costs
    - Four to Eight workovers per year
    - \$200,000 to \$400,000 annual
    - Increase of \$10 to \$20 per barrel of oil produced
- Wellbores with shorter reaches may have similar issues due to doglegs that occur during drilling
- Operations Issues
  - Increased rod and tubing wear due to inclination angles needed for reach out.
  - Additional horsepower and electrical costs due to larger pumping units.
  - Increase in environmental and surface disturbance due to rig activity during workovers.
  - Long term operation costs will reduce the economical production life of the well.



State of Utah

GARY R. HERBERT  
Governor

SPENCER J. COX  
Lieutenant Governor

Department of Public Safety

KEITH D. SQUIRES  
Commissioner

ALAN WORKMAN  
Communications Bureau Director

1.29-14  
Hello Ron:  
Please sign pg 8  
& return to  
County Attorney's  
Office. Thanks.  
Lori Wilkerson

September 9, 2013

Duchesne County Attorney  
Duchesne County Commission

Dear Sirs:

Please find enclosed a newly revised Inter-local Cooperative Agreement providing for consolidated dispatch services by the Uintah Basin Communications Center.

The Governing Board met on May 17, 2013 at which time Naples City proposed to become a contracted agency, therefore making the need to eliminate them off the original contract as a main entity. The UBCCC Governing Board has approved their request. This is the only change reflected in the contract.

Please distribute this contract for the two (2) required signatures from your agency, and return the original signature page (page 8) to me as soon as possible.

Should you have any questions, please contact me.

Sincerely,

Laonna Davis, Manager  
DPS-Uintah Basin Communications Center  
641 East 300 South - Suite 310  
Vernal, UT 84078

## COOPERATIVE AGREEMENT

### Providing for Consolidated Dispatch Services in the Uintah Basin

THIS AGREEMENT made and entered into this **1st day of July, 2013**, pursuant to the Interlocal Cooperation Act found in Title 11, Chapter 13 of the Utah Code, by and between the cities of ROOSEVELT and VERNAL, hereinafter referred to as "Cities," and DUCHESNE and UINTAH counties, hereinafter referred to as "Counties," and the UTAH DEPARTMENT OF PUBLIC SAFETY, hereinafter referred to as "State," all being public agencies of the State of Utah as defined by the Interlocal Cooperation Act. This agreement amends, replaces, and supersedes previous agreements on this subject.

#### RECITALS

WHEREAS, the undersigned public agencies have determined that it is in the best interest of each of the entities and the citizens served by each entity to enter into this cooperative agreement for the purpose of coordinating dispatch and communications services within the Uintah Basin area, and providing said dispatch and communications services without regard to territorial boundaries which shall benefit all of the citizens of those agencies participating, and;

WHEREAS, the undersigned public agencies have decided that consolidated emergency communications services are needed by each of the said public agencies, and that it is mutually advantageous to each party to enter into this agreement, and;

WHEREAS, it is anticipated that the cost of services provided for herein be paid by the parties and by other contracting entities and agencies that utilize the services; and

WHEREAS, the governing body of each of the parties hereto has approved this joint and cooperative effort outlined herein.

NOW, THEREFORE, in compliance with and pursuant to the terms and provisions of the Interlocal Cooperation Act, the undersigned public agencies do hereby contract and agree as follows:

1. Joint Cooperation Agreement. It is not the intent of this agreement to create a new entity or agency, but rather to provide for Basin-wide dispatch and communications services through joint and cooperative agreements.
2. UBCCC Established. The State of Utah, Department of Public Safety, has pursuant to a previous cooperative agreement, established a dispatch and emergency communications center known as the Uintah Basin Consolidated Communications Center, hereinafter referred to as "UBCCC," located at 641 East 300 South, Vernal, Utah 84078. The services of UBCCC shall continue to be provided pursuant to this agreement. Services shall include:

- a. UBCCC shall provide emergency communications and dispatch services for all public safety functions i.e., sheriff's offices, police departments, Utah Highway Patrol, emergency medical services, fire departments, and other agencies operating on a public safety licensed frequency; serve as the public safety answering point (PSAP) for 9-1-1 communications; and provide such other emergency dispatch services authorized and agreed upon by the Governing Board established as set forth in this agreement.
  - b. UBCCC shall provide continuous dispatch operations and will be available twenty-four (24) hours a day, seven (7) days a week, to answer all requests for emergency assistance from the public and to provide communications and dispatch services for public safety agencies, and to dispatch the appropriate agency and/or personnel.
3. Administration. The Communications Bureau Director for the Utah Department of Public Safety shall act as the UBCCC administrator. Said administrator shall report regularly to and cooperate with the Governing Board as set forth herein.
  4. Personnel, Supplies and Equipment. The State shall furnish and supply the personnel, supervision, equipment, and supplies necessary to operate the communications center at the level of service recommended by the Governing Board. The dispatch and supervisory personnel necessary to provide the communications services to be rendered under the terms of this agreement shall be appointed pursuant to rules of selection and hiring in accordance with State of Utah, Human Resource Management Rules. The State shall be responsible for payment of salaries, wages, and benefits to personnel employed by the UBCCC.
  5. Governing Board. The Governing Board, hereinafter referred to as "Board," is hereby created to conduct the business of the communications center and approve an annual operating budget. The Board will be composed of the following:
    - a. Duchesne County Commissioner or representative;
    - b. Uintah County Commissioner or representative;
    - c. Mayor of Roosevelt City or representative;
    - d. Mayor of Vernal City or representative; and
    - e. Communications Bureau Director of the Utah Department of Public Safety, or representative.

Each appointment to the Board shall be by the governing body of each entity and shall serve at the pleasure of that governing body, and can only be removed by the governing body they represent.

6. Organization and Function of Board. Board members will meet at least annually, and shall select a chairman from their own membership. The Board shall establish policies and procedures regulating its meetings, and shall comply with the requirements of the Open and Public Meetings Act found in Title 52, Chapter 4, of the Utah Code, and other applicable provisions of law.
7. Board Responsibility. The Board is vested with the responsibility and duty to establish and recommend the following to the administrator with respect to the UBCCC:
  - a. Policies and procedures under which the UBCCC shall be operated;
  - b. Equipment necessary to properly carry out the functions of the UBCCC;
  - c. Proposed budget for the UBCCC each fiscal year; and
  - d. Fees and costs for contracted services.
8. Board Compensation. Board members shall serve without compensation from the UBCCC. Any compensation received shall be provided by the entity the Board member represents.
9. Quorum. At any meeting of the Board, four (4) Board members shall constitute a quorum necessary to conduct the business of the UBCCC, and no action shall be taken at any Board meeting unless a quorum is present.
10. Voting. The affirmative vote of at least four (4) members of the Board shall be required to carry any issue or motion, and each Board member shall have one (1) vote on any matter presented to the Board for decision, except when a weighted vote is called for by a Board member. Upon a call for a weighted vote, each participant's vote shall be weighted in accordance with the participant's most recent assessment contribution.
11. Capital Expenditures. Acquisition of assets having a useful life greater than one year and an original cost of \$5,000.00 or more shall be capitalized when purchased following Utah State Division of Finance and Utah State Division of Purchasing policies and procedures.
12. Services. Dispatch and emergency communications services shall be provided to the member agencies and to other public safety agencies on a cost-per-service or use basis.
13. Fiscal Year. The fiscal year for UBCCC will be July 1st through June 30<sup>th</sup> of the following calendar year.
14. Budget and Payment Schedule. The administrator of the UBCCC shall present a recommended annual budget for the UBCCC to the Board at least 90 days prior to the beginning of the next fiscal year. An annual budget shall be approved by the Board prior to the next fiscal year.

- a. At the time of the adoption of the budget, the allocation of costs, if any, to be funded by the member agencies over and above fees for services shall be agreed upon and the amount shall be sent in writing by the administrator of the UBCCC to the governing body of each member local entity.
  - b. Fees for services shall become due and payable on July 1, and will be billed to each entity in one annual invoice during the fiscal year in progress. A member entity may request to pay one-half (1/2) of the annual budget amount for that entity on or before October 1<sup>st</sup> of each year, and one-half (1/2) on or before April 1<sup>st</sup> of each year.
  - c. Fees for services for non-member entities shall be paid on the same schedule, unless the Board approves a different payment schedule.
15. Budgeting and Appropriation. Each member entity agrees that it will, annually, at the time of preparation of its budget, submit to its governing body for inclusion in its budget, the estimated annual payment due from the entity pursuant to this agreement. In no event shall the payment become an obligation against the entity such that the entity may be required to levy a tax to satisfy the payment. Notwithstanding anything else set forth herein, the obligations for payment hereunder shall not be construed, interpreted or enforced in such a way as to constitute a lending of credit by a public entity, or creation of a debt in violation of the limitations imposed by the constitution of the State of Utah or any applicable statutes. Each member entity and each contracting entity's payment of its annual assessment and fees shall entitle that entity to utilize and receive the benefits of the services of the UBCCC. Failure to pay any assessment over and above fees per use may result in termination of that member entity's voting rights. Failure to pay fees for service may result in the termination of services by the UBCCC to that entity or agency.
16. Management Committee. A management committee, hereinafter referred to as "Committee," is hereby created and all user agencies of the UBCCC may appoint one member to serve on the Committee. The Committee will meet as often as needed, or a meeting may be called at the request of a committee member. The Committee shall be advisory in nature and will recommend actions to the Board which may in turn make recommendations to the State. The Committee will be composed of the following:
- a. Sheriff of Duchesne County;
  - b. Sheriff of Uintah County;
  - c. Police Chief of Roosevelt City;
  - d. Police Chief of Vernal City;
  - e. Section Lieutenant of the Utah Highway Patrol; and
  - f. Representative of each other contracting entity or agency.

17. Effective Date. This amended agreement shall become effective immediately upon approval and execution by the governing body of each of the participating entities in accordance with the Interlocal Cooperation Act.
18. Prior Interlocal Agreement. The prior interlocal agreement governing the UBCCC shall remain in force and effect until the effective date of this agreement at which time it is superseded and replaced by this agreement.
19. Term of Agreement. This agreement shall continue in effect, unless terminated as set forth herein, for a period of thirty (30) years.
20. Termination of Agreement. This agreement shall be in effect for the period set forth herein unless this agreement is terminated by the affirmative vote of two-thirds (2/3) of the member entities. Such termination shall not take effect, unless otherwise unanimously agreed, for a period of twelve (12) months after said termination vote.
21. Withdrawal of Party. Any member entity may withdraw from this agreement at the end of that entity's fiscal year by giving written notice to the other member entities at least six (6) months prior to the end of the fiscal year. A member entity withdrawing from this agreement may contract for services on the same basis as other non-member entities.
22. Dispatch Facilities. The physical facilities utilized to provide the dispatch and communications services shall be provided by the State, and shall be maintained and operated by the State.
23. Assets. Title and ownership of assets purchased by the State or the UBCCC shall, unless otherwise agreed by the parties, remain the property the State.
24. Amendments to Agreement. Any change or amendment to this agreement shall be approved by the governing bodies of each of the participating entities prior to the change or amendment becoming effective. This agreement shall constitute the entire agreement among the member entities as to the subject matter of this agreement.
25. Fees for Services. Fees for dispatch services shall be negotiated by the Administrator of the UBCCC on an annual basis with each user agency and approved by the Board. Payment of said fees is required to receive the services provided by the UBCCC pursuant to this agreement. Adjustments to the fee schedule may be made by the Board during the term of service when significant unexpected expenses arise or services change materially. Payments shall be made according to the payment schedule set forth in Section 14(b) and (c), or as negotiated with each entity by the Board.

26. Payment of Fees. Payment of fees for service shall be paid to the Financial Officer for the Communications Bureau of the State of Utah, Department of Public Safety, 2060 South 2760 West, Salt Lake City, Utah, 84104, or such other place as may be designated in writing by the State.
27. Installation of Equipment. Installation, maintenance, repair, and changes of all equipment, radios, and facilities necessary to carry out dispatch functions shall be the responsibility of the State with the costs billed to the UBCCC's budget and provided by the Board in the annual appropriation for management under the terms of this agreement.
28. E9-1-1 Equipment. Counties shall retain ownership of the E9-1-1 emergency telephone equipment, uninterruptible power supply, and annual maintenance for service, repair or replacement of E9-1-1 equipment associated with E9-1-1 service for the undersigned public agencies.
29. Independent Contractor. The State acts as an independent contractor for the purpose of fulfilling its obligations under this agreement. No member or user entity or agency shall be directly liable for or responsible for any costs or expenses of the operation and maintenance of the UBCCC, including personnel costs, except as assessed for membership or fees for service as set forth in this agreement.
30. Indemnification. All parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act found in Title 63G, Chapter 7 of the Utah Code. Nothing in this agreement shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the act. Nor shall this agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this agreement is otherwise entitled. Subject to the act, each party will be responsible for its own actions and will defend any lawsuit brought against it and pay any damages awarded against it.
31. Governing Laws. This agreement shall be governed and interpreted pursuant to the laws of the State of Utah.
32. Interpretation of Agreement. Terms of this agreement shall be interpreted to conform to the overall intent and purpose of this agreement. The invalidity of any portion of this agreement shall not prevent the remainder from being carried into effect, unless to do so would violate the intent and spirit of this agreement. The paragraph and section headings in this agreement are for convenience of reference only and do not constitute a part of the agreement.
33. Insurance. The State shall acquire and maintain appropriate insurance to cover any reasonably expected loss or damage to equipment or facilities or personnel and in an amount sufficient to satisfy the requirements of any lending institution that advances money for the purchase of equipment utilized pursuant to this

agreement and for any liabilities. To the extent that such coverage increases the cost of insurance to the State, costs for such insurance shall be considered as a general operation and maintenance cost to be included in the budget as set forth herein.

34. Documents on File. Executed copies of this agreement shall be placed on file in the office of the Keeper of the Records of each of the parties and shall remain on file for public inspection during the term of this agreement.
35. Authorization. The individuals signing this agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled to sign this agreement on behalf of the parties.

IN WITNESS WHEREOF, the hands of the parties are set below:

APPROVED AS TO FORM

UTAH DEPARTMENT OF PUBLIC SAFETY

BY: \_\_\_\_\_  
Utah Assistant Attorney General

BY: \_\_\_\_\_  
Keith D. Squires, Commissioner

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Alan Workman, Captain  
Communications Bureau Director

DATE: \_\_\_\_\_

APPROVED AS TO FORM

DUCHESNE COUNTY COMMISSION

BY: [Signature]  
Duchesne County Attorney

BY: \_\_\_\_\_  
Commissioner

DATE: 1/2/14

DATE: \_\_\_\_\_

APPROVED AS TO FORM

UINTAH COUNTY COMMISSION

BY: \_\_\_\_\_  
Uintah County Attorney

BY: \_\_\_\_\_  
Commissioner

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM

ROOSEVELT CITY

BY: \_\_\_\_\_  
Roosevelt City Attorney

BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM

VERNAL CITY

BY: \_\_\_\_\_  
Vernal City

BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



DUCHESNE COUNTY BUSINESS LICENSE APPLICATION -

Business License Clerk, PO Box 270, 734 North Center, Duchesne, Utah 84021
Phone: 435 738-1228 Fax: 435 738-5522

Dates to be covered by license are from the date of approval to December 31 of current year.

While applying for a license you must submit a Duchesne County Business License Zone Clearance form.
A copy of the approved Duchesne County Business License Zone Clearance must be attached to this original application.
Copies of all applicable licenses and proof of insurance must be attached to this application.

BUSINESS LICENSE INFORMATION -please print all information.

Business Description: Abco Consulting & Supply
Business Name (DBA): Mylana May & Alene Bodytack
Business Physical Address: 2810 S 13600 W city/town Aradia zip code 89021
Business Mailing Address: MC 49 Box 353 city/town zip code 89021
Business Phone # 435-823-3251 Cell # 823-3251 Fax # Email akaleann@yelp.com
Business Property Owner: Bryce & Alene Gilbert Approval: YES [X] NO [ ] Phone #:
Applicable licenses attached: Contractor [ ] Daycare [ ] Kennel [ ] Food Handlers [ ] other [ ]
Transportation or recreation business proof of vehicle/equipment insurance and/or liability certificate: Attached YES [ ] NO [ ]
Number of trucks in service Number of units (rental properties only)

Other names business has been known by:
HOME BASED BUSINESS: Your business is only classified as home based if ALL your business activity including manufacture, storage, sales, etc. take place solely within the confines of your home. NOTE: An internet business is not classified as a home based business. Under these conditions, do you declare your business home based? YES [X] NO [ ]
If you checked yes, what are your gross annual receipts? 0 - new bus.

APPLICANT INFORMATION-please print all information

Name of applicant or legal agent (s): Alene Gilbert - Bryce Gilbert
Mailing address MC 49 Box 353 city/town Aradia zip code 89021
Applicant phone ## 435-823-3251 Cell # Fax # Email akaleann@yelp.com
Applicant must supply one form of certifiable Identification:
Social Security # 529-86-7031 OR Valid Drivers License # State:
Type of Organization: Entity # Sole Prop. [ ] Corp. [X] Limited Liability Company [ ] Partnership [ ]
State Sales tax # Federal # Professional License #
Name of Firm or Partnership Members: Bryce & Alene Gilbert

I hereby make application for a business license within the corporate limits of Duchesne County, Utah, and outside the limits of incorporated cities and towns, and Chapter 5 of the "Duchesne County Code" for the type of business listed.
A license shall not be issued, nor shall any business activity occur where a business fails to comply with any state or local laws or regulations as administered by the following county offices: Business Licensing Department, Planning & Zoning Department, Building Inspection, Health, Sheriff, Fire Marshal, and Duchesne County Commission; nor shall a license be issued when, due to failure to comply, the business is disapproved by one of the said offices. A license shall not be issued to any applicant who has been convicted of a felony. If the license or license renewal is disapproved and not issued, the fee shall be returned to the applicant.

Any application for a business license or license renewal shall constitute an irrevocable consent of the owner and their agent(s) for such entry and inspection at reasonable times, until the license is disapproved, expired or revoked.
As the business owner or responsible agent, I hereby certify that the information submitted in this application is accurate and I agree to abide by the terms and conditions of any business license issued as a result of said information. I understand that this application must be approved and a valid Duchesne County Business License issued before business activities may commence at this location.
I hereby certify that I have not been convicted of a felony within the last five (5) years.

Applicants Signature: [Signature] Date: 2-3 2014

APPEALS MUST BE MADE TO THE LICENSING DEPARTMENT & COUNTY COMMISSION WITHIN 45 DAYS FROM DATE OF DISAPPROVAL

OFFICE USE ONLY

ACTION ON BUSINESS LICENSE APPLICATION: Approved [ ] Disapproved [ ] Rec'd Date: 2/3/2014
Zone Clearance attached [ ] Fee assessed \$ 150.00 License # 1552
Business License Clerk: Date:



# DUCHESNE COUNTY BUSINESS LICENSE APPLICATION

Business License Clerk, PO Box 270, 734 North Center, Duchesne, Utah 84021  
Phone: 435 738-1228 Fax: 435 738-5522

Dates to be covered by license are from the date of approval to December 31 of current year.

When applying for a license you must submit a Duchesne County Business License Zone Clearance form.  
A copy of the approved Duchesne County Business License Zone Clearance must be attached to this original application.  
Copies of all applicable licenses and proof of insurance must be attached to this application.

## BUSINESS LICENSE INFORMATION -please print all information.

Business Description: Oilfield and Natural Gasfield construction activities

Business Name (DBA): Crossfire, LLC

Business Physical Address: 258 E. Main Apt D city/town Rangely, CO zip code 81648

Business Mailing Address: PO Box 339 city/town Ignacio, CO zip code 81137

Business Phone # 970 884 4869 Cell # \_\_\_\_\_ Fax # \_\_\_\_\_ Email brook@crossfire-llc.co

Business Property Owner: \_\_\_\_\_ Approval: YES  NO  Phone #: \_\_\_\_\_

Applicable licenses attached: Contractor  Daycare   kennel  Food Handlers  other \_\_\_\_\_

Transportation or recreation business proof of vehicle/equipment insurance and/or liability certificate: Attached YES  NO

Number of trucks in service \_\_\_\_\_ Number of units (rental properties only) \_\_\_\_\_

Other names business has been known by: \_\_\_\_\_

**HOME BASED BUSINESS:** Your business is only classified as home based if **ALL** your business activity including manufacture, storage, sales, etc. take place solely within the confines of your home. **NOTE:** An internet business is not classified as a home based business. Under these conditions, do you declare your business home based? YES  NO

If you checked yes, what are your gross annual receipts? \_\_\_\_\_

## APPLICANT INFORMATION-please print all information

Name of applicant or legal agent (s): Crossfire, LLC

Mailing address PO Box 339 city/town Ignacio, CO zip code 81137

Applicant phone # 970 884 4869 Cell # \_\_\_\_\_ Fax # \_\_\_\_\_ Email \_\_\_\_\_

**Applicant must supply one form of certifiable Identification:**

Social Security # \_\_\_\_\_ OR Valid Drivers License # \_\_\_\_\_ State: \_\_\_\_\_

Type of Organization: Entity # \_\_\_\_\_ Sole Prop.  Corp.  Limited Liability Company  Partnership

State Sales tax # \_\_\_\_\_ Federal # 04-3077582 Professional License # \_\_\_\_\_

Name of Firm or Partnership Members: Crossfire, LLC

I hereby make application for a business license within the corporate limits of Duchesne County, Utah, and outside the limits of incorporated cities and towns, and Chapter 5 of the "Duchesne County Code" for the type of business listed.

A license shall not be issued, nor shall any business activity occur where a business fails to comply with any state or local laws or regulations as administered by the following county offices: Business Licensing Department, Planning & Zoning Department, Building Inspection, Health, Sheriff, Fire Marshal, and Duchesne County Commission; nor shall a license be issued when, due to failure to comply, the business is disapproved by one of the said offices. A license shall not be issued to any applicant who has been convicted of a felony. If the license or license renewal is disapproved and not issued, the fee shall be returned to the applicant.

Any application for a business license or license renewal shall constitute an irrevocable consent of the owner and their agent(s) for such entry and inspection at reasonable times, until the license is disapproved, expired or revoked.

As the business owner or responsible agent, I hereby certify that the information submitted in this application is accurate and I agree to abide by the terms and conditions of any business license issued as a result of said information. I understand that this application must be approved and a valid Duchesne County Business License issued before business activities may commence at this location.

I hereby certify that I have not been convicted of a felony within the last five (5) years.

Applicants Signature: [Signature] Date: 2/4/14

APPEALS MUST BE MADE TO THE LICENSING DEPARTMENT & COUNTY COMMISSION WITHIN 45 DAYS FROM DATE OF DISAPPROVAL

### OFFICE USE ONLY

ACTION ON BUSINESS LICENSE APPLICATION: Approved  Disapproved  Rec'd Date: 2/11/14

Zone Clearance attached  Fee assessed \$ 100.00 License # 1552

Business License Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

### DUCHEсне COUNTY BUSINESS LICENSE APPLICATION

Business License Clerk, PO Box 270, 734 North Center, Duchesne, Utah 84021  
Phone: 435 738-1228 Fax: 435 738-5522

Dates to be covered by license are from the date of approval to December 31 of current year.

While applying for a license you must submit a Duchesne County Business License Zone Clearance form.  
A copy of the approved Duchesne County Business License Zone Clearance must be attached to this original application.  
Copies of all applicable licenses and proof of insurance must be attached to this application.

#### BUSINESS LICENSE INFORMATION -please print all information.

Business Description: OIL & GAS DRILLING RIG  
 Business Name (DBA): L & W DRILLING INC  
 Business Physical Address: 660A EAST BROADWAY #2 city/town BLOOMFIELD zip code 87413  
NEW MEXICO  
 Business Mailing Address: PO BOX 580 city/town BLOOMFIELD zip code 87413  
NEW MEXICO  
 Business Phone # 505-632-8010 Cell # N/A Fax # 505-632-8012 Email rwalters@lwdrill  
 Business Property Owner: \_\_\_\_\_ Approval: YES  NO  Phone #: \_\_\_\_\_  
 Applicable licenses attached: Contractor  Daycare  Kennel  Food Handlers  other   
 Transportation or recreation business proof of vehicle/equipment insurance and/or liability certificate: Attached YES  NO   
 Number of trucks in service NONE Number of units (rental properties only) NONE  
 Other names business has been known by: NONE

**HOME BASED BUSINESS:** Your business is only classified as home based if **ALL** your business activity including manufacture, storage, sales, etc. take place solely within the confines of your home. **NOTE:** An internet business is not classified as a home based business. Under these conditions, do you declare your business home based? YES  NO   
 If you checked yes, what are your gross annual receipts? \_\_\_\_\_

#### APPLICANT INFORMATION-please print all information

Name of applicant or legal agent (s): ROBIN WALTERS  
 Mailing address PO Box 580 city/town BLOOMFIELD, NM zip code 87413  
 Applicant phone # 505-632-8010 Cell # N/A Fax # 505-632-8012 Email rwalters@lwdrill  
 Applicant must supply one form of certifiable Identification:  
 Social Security # \_\_\_\_\_ OR Valid Drivers License # 051289706 State: NM  
 Type of Organization: Entity # S-CORP Sole Prop.  Corp.  Limited Liability Company  Partnership   
 State Sales tax # 03-053895-00-5 Federal # 04-3843477 Professional License # N/A  
 Name of Firm or Partnership Members: DAVID WALTERS, ROBIN WALTERS, ALMIE LAMBSON, JILL LAMBSON

I hereby make application for a business license within the corporate limits of Duchesne County, Utah, and outside the limits of incorporated cities and towns, and Chapter 5 of the "Duchesne County Code" for the type of business listed.  
 A license shall not be issued, nor shall any business activity occur where a business fails to comply with any state or local laws or regulations as administered by the following county offices: Business Licensing Department, Planning & Zoning Department, Building Inspection, Health, Sheriff, Fire Marshal, and Duchesne County Commission; nor shall a license be issued when, due to failure to comply, the business is disapproved by one of the said offices. A license shall not be issued to any applicant who has been convicted of a felony. If the license or license renewal is disapproved and not issued, the fee shall be returned to the applicant.  
 Any application for a business license or license renewal shall constitute an irrevocable consent of the owner and their agent(s) for such entry and inspection at reasonable times, until the license is disapproved, expired or revoked.  
 As the business owner or responsible agent, I hereby certify that the information submitted in this application is accurate and I agree to abide by the terms and conditions of any business license issued as a result of said information. I understand that this application must be approved and a valid Duchesne County Business License issued before business activities may commence at this location.  
 I hereby certify that I have not been convicted of a felony within the last five (5) years.

Applicants Signature: Robin Walters Date: 2-4-14

APPEALS MUST BE MADE TO THE LICENSING DEPARTMENT & COUNTY COMMISSION WITHIN 45 DAYS FROM DATE OF DISAPPROVAL

#### OFFICE USE ONLY

ACTION ON BUSINESS LICENSE APPLICATION: Approved  Disapproved  Rec'd Date: 2/4/14  
 Zone Clearance attached  Fee assessed \$ 200.00 License # 19577



# DUCHESE COUNTY BUSINESS LICENSE APPLICATION

Business License Clerk, PO Box 270, 734 North Center, Duchesne, Utah 84021  
Phone: 435 738-1228 Fax: 435 738-5522

Dates to be covered by license are from the date of approval to December 31 of current year.

While applying for a license you must submit a Duchesne County Business License Zone Clearance form.  
A copy of the approved Duchesne County Business License Zone Clearance must be attached to this original application.  
Copies of all applicable licenses and proof of insurance must be attached to this application.

## BUSINESS LICENSE INFORMATION -please print all information.

Business Description: Oil & Gas Well Servicing  
 Business Name (DBA): Western Well Service Inc.  
 Business Physical Address: 3260 W. 2750 S. city/town ROOSEVELT zip code 84066  
 Business Mailing Address: PO BOX 1251 city/town ROOSEVELT zip code 84066  
 Business Phone # 435-722-0642 Cell # 435-823-4511 Fax # 866-509-1683 Email swhite@wms@gmail.com  
 Business Property Owner: Steve White Approval: YES  NO  Phone # 435-823-4511  
 Applicable licenses attached: Contractor  Daycare  Kennel  Food Handlers  other  City License - Roosevelt  
 Transportation or recreation business proof of vehicle/equipment insurance and/or liability certificate: Attached YES  NO   
 Number of trucks in service 4-Rigs 3 Winch Trucks Number of units (rental properties only) 9-TRUCKS  
 Other names business has been known by: \_\_\_\_\_

**HOME BASED BUSINESS:** Your business is only classified as home based if ALL your business activity including manufacture, storage, sales, etc. takes place solely within the confines of your home. NOTE: An internet business is not classified as a home based business. Under these conditions, do you declare your business home based? YES  NO   
 If you checked yes, what are your gross annual receipts? \_\_\_\_\_

## APPLICANT INFORMATION -please print all information

Name of applicant or legal agent (s): Steve White  
 Mailing address RT 3 BOX 3119 city/town ROOSEVELT zip code 84066  
 Applicant phone # 435-823-4510 Cell # 823-4511 Fax # 866-509-1683 Email swhite@wms@gmail.com  
**Applicant must supply one form of certifiable Identification:**  
 Social Security # \_\_\_\_\_ OR Valid Drivers License # 12830966 State: Utah  
 Type of Organization: Entity # \_\_\_\_\_ Sole Prop.  Corp.  Limited Liability Company  Partnership   
 State Sales tax # N/A Federal # 86-1066122 Professional License # \_\_\_\_\_  
 Name of Firm or Partnership Members: Joe Ollivier & Ryan Ollivier

I hereby make application for a business license within the corporate limits of Duchesne County, Utah, and outside the limits of incorporated cities and towns, and Chapter 5 of the "Duchesne County Code" for the type of business listed.  
 A license shall not be issued, nor shall any business activity occur where a business fails to comply with any state or local laws or regulations as administered by the following county offices: Business Licensing Department, Planning & Zoning Department, Building Inspection, Health, Sheriff, Fire Marshal, and Duchesne County Commission; nor shall a license be issued when, due to failure to comply, the business is disapproved by one of the said offices. A license shall not be issued to any applicant who has been convicted of a felony. If the license or license renewal is disapproved and not issued, the fee shall be returned to the applicant.

Any application for a business license or license renewal shall constitute an irrevocable consent of the owner and their agent(s) for such entry and inspection at reasonable times, until the license is disapproved, expired or revoked.  
 As the business owner or responsible agent, I hereby certify that the information submitted in this application is accurate and I agree to abide by the terms and conditions of any business license issued as a result of said information. I understand that this application must be approved and a valid Duchesne County Business License issued before business activities may commence at this location.  
 I hereby certify that I have not been convicted of a felony within the last five (5) years.

Applicants Signature: [Signature] Date: 2-4-2014

APPEALS MUST BE MADE TO THE LICENSING DEPARTMENT & COUNTY COMMISSION WITHIN 45 DAYS FROM DATE OF DISAPPROVAL

### OFFICE USE ONLY

ACTION ON BUSINESS LICENSE APPLICATION: Approved  Disapproved  Rec'd Date: 2/9/2014  
 Zone Clearance attached \_\_\_\_\_ Fee assessed \$ 200.00 License # 1999  
 Business License Clerk: \_\_\_\_\_ Date: \_\_\_\_\_