



GRAND COUNTY COMMISSION REGULAR MEETING

Held virtually on Zoom
Moab, Utah

See below for instructions to give public comment via Zoom

Dial: (669) 900 - 6833 Meeting ID: 867 1625 2356 # Password (if needed): 279317

Link: <https://us02web.zoom.us/j/86716252356?pwd=UDd0dDF0bTdjODQ5UmNoWjNjU1Vadz09>

WATCH ON YOUTUBE - search for: "GRAND COUNTY UTAH GOVERNMENT"

<https://www.youtube.com/c/GrandCountyUtahGovernment>

AGENDA

Tuesday, January 19, 2021

4:00 p.m. Thompson Springs Special Service Fire District Board Meeting (see separate agenda)

4:05 p.m.

- Call to Order**
- Presentations**
 - A. Presentation and update from South Eastern Utah Health Department (SEUHD) on COVID-19 and vaccination efforts in Grand County (Brady Bradford, SEUHD Health Director)
- Citizens to Be Heard** (and again at approximately 6:00 pm)
We are receiving public comments by phone and online through Zoom.
Dial: (669) 900 - 6833 Meeting ID: 867 1625 2356 # Password (if needed): 279317
Link: <https://us02web.zoom.us/j/86716252356?pwd=UDd0dDF0bTdjODQ5UmNoWjNjU1Vadz09>
Please note that when joining the meeting, you will be placed in a waiting room and will be added to the meeting by the moderator. Your comments will be recorded and on YouTube.
*(Unmute for public comment: *6)*
- Approval of Minutes** (Quinn Hall, Clerk/Auditor)
 - B. January 5, 2021 (Regular County Commission Meeting)
- Ratification of Payment of Bills**
- Commission Member Disclosures**
- General Commission Reports and Future Considerations**
- Elected Official Reports**
- Commission Administrator Report**
- Department Reports**
- General Business- Action Items- Discussion and Consideration of:**
 - C. Adopting ordinance approving Creekside Estates Planned Unit Development and associated Master Plan for Phase II (Tract A), Creekside Estates (Mila Dunbar-Irwin, Planning & Zoning Director)
 - D. Approving Executive Order adopting COVID-19 Sick Leave during the 2021 Pandemic Period (Renee Baker, Personnel Services Director)
 - E. Approving Rules and Regulations and Minimum Standards for the Canyonlands Regional Airport (Andy Solsvig, Airport Director)
 - F. Approving additions to the 2020 Property Tax Abatements and Cancelations (Chris Kauffman, Treasurer)
 - G. Appointing a Commission representative to the Special Events Committee (Elaine Gizler, Economic Development Director)

- H. (Postponed)
 - I. Adopting resolution amending the Economic Diversification Advisory Council By-Laws to clarify makeup and member qualifications (Chris Baird, Commission Administrator)
 - J. Adopting resolution supporting the creation of the UtahRaptor State Park (Chair McGann)
 - K. Approving Utah Association of Counties 2021 membership renewal (Chris Baird, Commission Administrator)
 - L. Approving correspondence from the Grand County Commission to U.S. Senator Mitt Romney (Commissioner Woytek)
 - M. Approving letter to Grand County School Board in support of the new middle school being named in honor of former Superintendent Margret Hopkin (Chair McGann)
 - N. Approving Master Equity Lease Agreement with Enterprise Fleet Management (Cody E. McKinney, Fleet Manager and Chris Baird, Commission Administrator)

Consent Agenda- Action Items

- O. Ratifying the Chair's signature on 2021 Cooperative Agreement with the National Children's Alliance for Children's Justice Center grant
- P. Approving the Dolores River Restoration Partnership Memorandum of Understanding (Tim Higgs, Weed Department Head)
- Q. Approving resolution supporting the removal of Uranium Mill Tailings near the Colorado River in Moab, Utah (Chair McGann)
- R. Approving thank you letter to San Juan County Commission for Rally on the Rocks denial (Chair McGann)

Discussion Items

- S. Discussion on Grand County redistricting process (Commissioner Walker)
- T. Calendar items and special events (Mallory Nassau, Associate Commission Administrator)

Public Hearings- Possible Action Items

- U. Public Hearing to Solicit Input Regarding Vacation of the Portion of Seven Mile Flat Road #1940, a County D Road, Located Through Real Property Known as Parcel Nos. 04-0020-0088 and 04-Xst-0067 (Bill Jackson, Road Supervisor)

Closed Session(s) (if necessary)

Adjourn

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

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

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

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

Agenda Summary
GRAND COUNTY COMMISSION
January 19, 2020
Agenda Item: C

TITLE:	Creekside Estates Planned Unit Development and associated Master Plan for Phase II (Tract A), Creekside Estates
FISCAL IMPACT:	N/A
PRESENTER(S):	Community Development Staff

Prepared By:
GRAND COUNTY
PLANNING &
ZONING
ADMINISTRATOR

FOR OFFICE USE ONLY:

Attorney Review:
COMPLETE

POSSIBLE MOTIONS:

***County Commission policy is to vote on public hearing agenda items at a meeting following the public hearing.*

I move to approve the proposed Ordinance amending the Creekside Estates Planned Unit Development to create a master plan for Phase II allowing minimum lot sizes on Tract A of 0.37 acres.

PLANNING COMMISSION RECOMMENDATION: APPROVE

Despite neighborhood opposition, the Planning Commission voted 5-1 to send a favorable recommendation to approve the amended PUD to create a master plan for Phase II affecting development of Tract A. The amended PUD reduces the minimum lot size from 1.0 acres to 0.37 acres but maintains the same 6-lot maximum established in the original PUD. The PC noted support for clustered development and the fact that the current minimum lot size does not change the allowed minimum lot size in the underlying zone (RR), therefore not using any aspect of the PUD tool.

STAFF RECOMMENDATION: APPROVE

For the same reasons above, Staff recommends approval of the amended PUD and proposed Master Plan.

COUNTY ATTORNEY RECOMMENDATION: APPROVE

The Creekside/E Bench area is special, so the County Attorney understands why neighbors are upset about any reduction in lot size. However, the applicant is not proposing a change in density, and it is preferable that modern developments place common elements, like private roadways, into a separate parcel for ownership and maintenance by the HOA.. This is only possible with the PUD amendment reducing the lot sizes of 3 of the lots. Otherwise, Tract A cannot be developed into six 1-acre Lots (as approved in the original PUD) unless the private roadways are contained within private lots and easements are provided to the HOA, which creates potential liability issues (which the County has an interest in avoiding in the event the roadways are later dedicated to and accepted by the County). For these reasons, the County Attorney supports the proposed PUD amendment.

BACKGROUND:

Creekside Estates was approved as a two-phase PUD in 1997 via plat only, prior to the requirement for a master plan. Phase I included 6 lots with a minimum size of 1.0 acres, and Phase II was planned for the future for 6 lots also with a minimum size of 1.0 acres, on a tract of land that is 6.48 acres. This 6.48 acres included the land dedicated to two private roads, which leaves the applicant without room for their entitled six lots at 1.0 acre minimums, whereas if the applicant were able to take advantage of the purpose of the PUD, which is clustered development, they will be able to develop all six lots. A Public Hearing was held at the Grand County Commission meeting on December 15, 2020.

ATTACHMENT(S):

- Staff Report
 - Proposed Ordinance
 - Applicant Statement
 - Master Plan
 - Original Plat
 - Original CCRs for Phase I (Available Upon Request)
 - Title Report (Available Upon Request)
-



STAFF REPORT

DATE: Tuesday, December 15, 2020

TO: Grand County Commission

SUBJECT: Creekside Estates Phase II PUD Amendment Reducing Minimum Lot Size to 0.3 Acres

PROPERTY OWNER: Larry White

PROP. OWNER REP: N/A

PROPERTY ADDRESS: 3373 Creekside Lane

SIZE OF PROPERTY: 6.48 acres

EXISTING ZONE: Rural Residential (RR) with a base density of 1 unit / 1 acre

EXISTING LAND USE: 2 existing residences

ADJACENT ZONING AND LAND USE(S): Creekside PUD Phase I, Rural Residential (RR); agricultural

APPLICATION TYPE

PUD Amendment

PLANNING COMMISSION RECOMMENDATION: *Approve*

Planning Commission voted 5-1 to send a favorable recommendation to County Commission with the following conditions:

- that the preliminary plat be recorded as a master plan (a master plan version of this is included in the packet)
- that the exterior setbacks remain at 25' (this has been noted on the master plan)
- that the southern setbacks remain as stated in the CCRs (this has been noted on the master plan)

STAFF RECOMMENDATION: *Approve*

Applicant would like to change the minimum lot size of Phase II of the Creekside PUD from 1.0 acres to 0.3 acres, according to the associated new Master Plan for Phase II.

SUMMARY OF REQUEST

Creekside Estates PUD was approved in July of 1997 for a total of 12 lots. The first phase was platted as six, 1 acre lots, and this phase has been left as "Tract A" until this year, with six more lots intended as per the original plat. The original plat stipulates that the applicant has a minimum lot size of 1 acre for Phase II, which the applicant contends he chose for no reason other than to have something to put in the table. Due to the road dedication which was contained in Tract A, there is not enough acreage for all six lots to be developed, supporting the contention that the 1.0 acre minimum lot size was not well thought-out or intentional. Current PUD rules allow for a developer to alter the minimum lot size in a PUD as long as the underlying allowed density does not change. This is used as a mechanism to cluster development and preserve agricultural land.

The Master Plan included in the packet for approval has been approved by the Development Review Team which preserves agricultural land and includes all six lots, with five smaller lots and one larger. The allowed density of 6 lots will not change with this amendment.

SITE IMPROVEMENTS / ADDITIONS / CHANGES

To serve the proposed development, the Applicant will need to extend power, gas, water/sewer, and telecommunications infrastructure into the subject lots, all of which are readily available at the street. No road improvements are required by the County.

CONSIDERATIONS FOR APPROVAL, DENIAL, AND/OR POSTPONEMENT

A PUD Amendment is considered a Zoning Map Amendment, and therefore, subject to Section 9.2, Text and Zoning Map Amendments

COMPATIBILITY WITH GENERAL PLAN

The proposed subdivision is supported by the inclusion of the Planned Unit Development tool in the Land Use Code.

COMPATIBILITY WITH LAND USE CODE (ZONING)

The proposed subdivision is in compliance with Section 4.4, PUDs.

LAND USE CODE REFERENCE SECTIONS

Section 4.4 PUDs, Article 7, Subdivision Standards, Article 9.4 Preliminary Plats

PROPERTY HISTORY

The properties currently have two (2) existing residences. The original Tract A was subdivided once to create two lots, which are both part of the current application.

APPLICATION PROCEDURE

Decision Type: Legislative

Public Hearing at Planning Commission (9-28-20) and Public Hearing at County Council (Dec 15, 2020)

ATTACHMENTS

- Agenda Summary
- Applicant Statement
- Master Plan/Preliminary Plat***
- Proposed CCRs
- Original Plat

GRAND COUNTY, UTAH
ORDINANCE NO. _____ (2020)

**APPROVING AN AMENDMENT TO THE CREEKSIDES ESTATES PLANNED UNIT
DEVELOPMENT AND ASSOCIATED MASTER PLAN FOR PHASE II**

WHEREAS, the previously named Grand County Council (“County Council”) adopted the Grand County General Plan (“General Plan”) on April 6, 2004, with Resolution No. 2654, as amended by Resolution No. 2976;

WHEREAS, the County Council adopted the Grand County Land Use Code (“LUC”) on January 4, 1999 with Ordinance No. 299, as amended by Ordinance No. 468, for the purpose of regulating land use, subdivision and development in Grand County in accordance with the General Plan;

WHEREAS, the Owner and Applicant, Larry White, (“Applicant” or “Developer”) is the owner of record of real property known as Parcels 02-0CRK-0007 and 02-0CRK-0008, specifically described by metes and bounds as follows:

Beginning at the South 1/16 corner of Section 22 and 23, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and proceeding thence with the section line South 00°04'00" West 560.4 feet to the Northeast corner of Lot 4, Creekside Estates; thence with said Lot North 83°22'00" West 138.4 feet; thence North 44°35'00" West 177.4 feet; thence South 75°16'00" West 249.1 feet; thence North 13°31'00" West 503.2 feet; thence North 88°28'00" East 621.4 feet; thence South 00°25'00" West 24.5 feet to the point of beginning, having an area of 6.48 acres, more or less.

WHEREAS, the Property is zoned Rural Residential;

WHEREAS, upon application and hearing, the County Council applied the planned unit development (“PUD”) overlay to the Property via plat in 1997 and approved the Creekside Estates Final Plat recorded on July 25, 1997 which proposes a total of twelve (12) lots for single family dwellings, as follows:

PUD Development stipulations table Rural Residential - PUD		
	PHASE I	PHASE II
Primary Uses	Single Family Res.	Single Family Res.
Accessory Uses	Uses normally associated with and accessory to the permitted use	Uses normally associated with and accessory to the permitted use

Acreage	6.40	6.48
Number of Units	6	6
Min. Lot Size	1.0 acres	1.0 acres
Building Height	35 ft.	35 ft.
Parking Off Street	2 per unit; 14 total	2 per unit; 14 total
Setbacks	Front = 25 ft. Side = 15 ft. Rear = 25 ft.	Front = 25 ft. Side = 15 ft. Rear = 25 ft.

WHEREAS, the Grand County Planning Commission reviewed and forwarded a favorable recommendation to amend the Creekside Estates Planned Unit Development (“PUD”) to create a master plan for Phase II allowing minimum lot sizes on Tract A of 0.37 acres;

WHEREAS, the Applicant submitted a Master Plan for Phase II of the Creeksides Estates PUD;

WHEREAS, due notice was given that the Grand County Commission would meet to hear and consider the proposed amendment to the Creekside Estates PUD and associated master plan for Phase II allowing minimum lot sizes on Tract A of 0.37 acres in a public hearing on December 15, 2020;

WHEREAS, the Grand County Commission has heard and considered all evidence and testimony presented with respect to the subject application and has determined that the adoption of this ordinance is in the best interests of the citizens of Grand County, Utah;

NOW, THEREFORE, BE IT ORDAINED by the Grand County Commission that it does hereby approve the amendment to the Creekside Estates PUD and associated Master Plan for Phase II attached hereto as ***Exhibit A***. This Ordinance shall be recorded in the real property records of Grand County, Utah prior to an Amended Plat for Creekside Estates.

PASSED by the Grand County Council in open session this 5th day of January 2020 by the following vote:

Those voting aye: _____

Those voting nay: _____

Those absent: _____

Grand County Commission

ATTEST:

Mary McGann, Chairperson

Quinn Hall, Clerk/Auditor

Applicant: Larry White
3373 South Creekside Lane
Moab, Utah 84532
435-260-9563

9.17.20

To: Grand County Planning and Zoning

Applicant Statement:

Creekside Manor Phase II of Creekside Estates is zoned RRI. Per plat notes, the one acre minimum was part of Phase I, established in 1996. The new Creekside Manor PUD (Phase II) allows for multiple size lots under the land use code. The revised lot layouts reflect a more efficient use of the land and placement of homes, while creating more open space.

1. To my knowledge, the intent of P&Z in 1996 was not to hold me to the one-acre lot minimum, but was meant to be used as a guide to the RRI zoning.
2. No, the area has remained rural residential.
3. Lots under one-acre are more desirable to today's home owner.
4. Yes, the proposal provides building lots that also support open space.
5. Yes, the proposal conforms with land use code (PUD).
6. N/A
7. Yes, the proposal meets underlying zoning per land use code (PUD).
8. Yes, the proposal is for single-family homes and provides lots that support open space.
9. Yes, the proposed use is for single-family homes.
10. Yes, all utilities and services are available.



Tara Collins <tcollins@grandcountyutah.net>

[Council] (REQUEST FOR INTERPRETATION)LARRY WHITE'S PUD/CREEKSIDE/E.BENCH RD

1 message

'Christina Brinegar' via council@grandcountyutah.net <council@grandcountyutah.net>

Thu, Dec 17, 2020 at 6:05 PM

Reply-To: Christina Brinegar <cbrinegar69@yahoo.com>

To: Mila Dunbar-Irwin <mdunbarirwin@grandcountyutah.net>, Christina Sloan <csloan@grandcountyutah.net>, "commission@grandcountyutah.net"

<commission@grandcountyutah.net>

Cc: cbaird <cbaird@grandcountyutah.net>, "council@grandcountyutah.net" <council@grandcountyutah.net>, Mallory Nassau <mnassau@grandcountyutah.net>,

Karen Robinson <sombra@frontiernet.net>, Geoff Brinegar <geoff.brinegar@gmail.com>

Good Evening Mila and Whomever Should Be Concerned:

Our Counsel submitted a letter dated December 9, 2020 which stated below:

The second paragraph of the letter (see attached) the key issue is that if a regular subdivision application were submitted for property, that application would have to comply with the land use regulations in effect at the time of the submittal. Utah Code Ann 17-27-a-508. I also found within the very long code the following verbiage which clearly states same as attorney addressed on her letter dated December 9, 2020.

- A county is bound by the terms and standards of applicable land use regulations and shall comply with mandatory provisions of those regulations.
- Upon a specified public agency's submission of a development plan and schedule as required in subsection **17-27a-305(8)** that complies with the requirements of that subsection, the specified public agency vests in the county's applicable land use maps, zoning map, hookup fees, impact fees, other applicable development fees, and **land use regulations in effect on the date of submission**.

REQUEST FOR INTERPRETATION: PLEASE PROVIDE YOUR INTERPRETATION AS TO WHY YOU DID NOT FOLLOW THIS LUC?

Continued from our counsel's letter dated December 9, 2020:

Because of the current requirement to plat roads as separate lots and not as easements over residential lots, only 4.7 acres of the Property is available for subdivision. Applying the minimum lot size of the Rural Residential zone this means that without the PUD this property could only contain four lots. The reference on the original plat including the Property as Tract A that it was intended for six lots with a minimum one-acre lot size did not vest the Property with a right to develop six lots, it simply stated an intention for the future. In considering the criteria discussed below it is important to compare the requested PUD to a subdivision under the existing land use regulations, not a **PRESUMPTION** that the Property is somehow entitled to six lots.

REQUEST FOR INTERPRETATION: PLEASE PROVIDE YOUR INTERPRETATION AS TO WHY YOU PRESUME THAT THE PROPERTY IS ENTITLED TO SIX LOTS BASED ON OUR COUNSEL'S FINDINGS ABOVE?

IN ADDITION, PLEASE PROVIDE YOUR INTERPRETATION OF THE 1997 RECORDED FINAL PLAT EXECUTED BY LARRY WHITE?

Continued from our counsel's letter dated December 9, 2020:

As you know, the Grand County Land Use Code ("LUC") treats the PUD as a re-zone (SEE LUC 4.4.3.) Accordingly, Section 9.2.7 of the LUC requires the Commission to consider the eleven criteria (see attached letter dated December 9, 2020 Page 2) in evaluating the PUD. Consideration of the previously discussed

criteria demonstrates that approving the PUD would not fulfill any of these purposes and would actually be a detriment to the community without any benefit EXCEPT to the developer. Just because the LUC permits planned unit developments in certain instances, it does NOT necessarily follow that THIS PUD is compatible with the General Plan and the LUC. If the criteria in the LUC are properly applied, it is clear the Commission should DENY the PUD and retain the existing requirement for minimum one-acre lots for the subject property.

REQUEST FOR INTERPRETATION: PLEASE PROVIDE YOUR INTERPRETATION AS TO HOW YOU CONCLUDED YOUR FINDINGS OF SECTION 9.2.7 OF THE LUC OF ALL ELEVEN CRITERIA IN EVALUATING THE PUD?

REQUEST FOR INTERPRETATION: PLEASE PROVIDE YOUR INTERPRETATION AS TO WHY THE COUNTY WOULD BENEFIT THE DEVELOPER ONLY AND NOT CONSIDER FOLLOWING THE LUC AND LISTEN TO THE NEIGHBORHOOD OUTCRY THAT HAVE SUBMITTED LETTER AFTER LETTER AND PROVIDED PUBLIC COMMENT AT THE PUBLIC HEARINGS? THIS IS A TWO PART QUESTION.

Respectfully,
Christina Brinegar

 **Creekside PUD Amendment - Letter to Grand County Commission.pdf**
151K



Tara Collins <tcollins@grandcountyutah.net>

[Council] Creekside Estates PUD

1 message

Scot Andersen <scot.andersen@gmail.com>

Wed, Dec 23, 2020 at 4:40 PM

To: commission@grandcountyutah.net, council@grandcountyutah.net

December 23, 2020

Re: Proposed Creekside Estates PUD

Dear Grand County Commissioners,

As you know the majority of the local residents have voiced opposition to the proposed Creekside Estates PUD. Furthermore, we have organized and scrutinized the proposal and even engaged legal counsel in an effort to raise solid points of opposition versus personal conjecture and feelings. The letter from our counsel goes in to detail on each point of opposition to the Creekside PUD, and why this proposal is out of alignment with the intent of the PUD option.

One major point I'd like to further highlight is that the proposed plat lists 4.69 acres as usable for residential development. In my experience as a developer, you can only work with the usable available acreage for final platting. If existing structures are in place, they must either be worked around or demolished in order to optimize the usable area. In Phase II, as platted, the roads and right of ways are not utilized in the lots and furthermore takes up a total of 1.79 acres. This leads to the clear fact that under the current 1 acre requirements of Rural Residential (RR1) the available 4.79 acres can and should only yield 4 lots. Enter PUD! Under a PUD designation we're continually told the "density does not increase so we shouldn't be concerned." Well that's just not the case. Under RR1 if the property will yield 4.69 acres as usable/developable, there should be 4 parcels under the development proposal and not more. Any more than 4 residential lots does in fact increase density. We have continually resisted the "does not increase density" claim and thus far not received a reasonable explanation. Furthermore, along East Bench Road, Creekside and Kirby Ln the average plat size is 3.2 acres. With White ranch factored in the 1000 ft. designation for "typical of the area," the avg. current parcel size increases to 10.26 acres. Based on the surrounding lot sizes, we will continue to vigorously oppose 1/3 acre lots and cluster development as "being in character with the area" and "not increasing density."

We understand changes are coming all around us, and Moab in general, but that said, arguments that are not factually accurate have caused us to seek outside legal representation in order to present strong opposition to this PUD as presented. No person we've talked to wants to prohibit anyone from developing their property, and certainly no one is anti-development per se, but the inaccuracies in the arguments for this PUD as proposed have caused the residents to take the matter to outside counsel.

In my professional life when a problem exists along with the detail of the problem I always ask for a solution. Here is one we can all agree upon. If the total developable land in this instance is 4.79 acres (as agreed upon by all involved including the county administrative personnel), limit the total available parcels in this development to 4. It can be this simple and will alleviate what will otherwise be a costly and protracted opposition to the Creekside PUD as proposed.

Kind regards,

Scot N. Andersen

3231 East Bench Road
Moab, UT 84532





Mallory Nassau <mnassau@grandcountyutah.net>

[Council] Creekside Manor PUD

1 message

Karen Robinson <sombra@frontiernet.net>

To: council@grandcountyutah.net

Wed, Dec 9, 2020 at 4:26 PM

I have attached documents pertaining to the rezone/PUD application.

--

This email has been checked for viruses by Avast antivirus software.

<https://www.avast.com/antivirus>

3 attachments

Creekside PUD comments to Council.docx
20K

LOTS FOR SALE IN GRAND COUNTY.docx
169K

CREEKSIDE LANE MAP.docx
5864K

9 December 2020
County Commission
council@grandcountyutah.net

CREEKSIDE MANOR PUD

Changing the existing one-house-on-one -acre zoning for Creekside Manor is of benefit to no one except the applicant.

This does NOT offer affordable housing. A .34 acre lot for \$200,000 is far from "affordable". I have attached a compilation of some lots for sale in Grand County. Few approach that price. There are other, far more appropriate places outside the rural areas that are already zoned with higher densities where affordable housing is desirable and, fact, in process. Any approval of THIS request for a change in zoning based on the need for affordable housing in Grand County would be inappropriate and erroneous. This change would not accommodate any type of affordable housing. The applicant agrees there is no affordable housing involved.

This change offers NO open public space in exchange for clustering. The "open space" that will be "saved" by changing the lot sizes of three lots from the required 1 acre to .34 acres will be used as a buffer area for the new dwelling the applicant is intending to build for himself and will in no way benefit the neighborhood. There probably could be open space if all the new units were clustered around the existing structures -- they are not.

The minutes of the 9/28 meeting state that this PUD does preserve agricultural space on lot six. How is "agricultural space" defined? How much will be preserved on a two+ acre lot with a house (and, presumably, outbuildings). Can approval of the PUD be conditioned on a guarantee of a certain amount? If not, it's not correct to say there is agricultural space preserved. The applicant states there will be no "open space" of benefit to the community.

This side-by-side clustering on .3 acre lots detracts from the character of the surrounding areas by suggesting a suburban, rather than rural, environment. I don't think anyone would object to the new lots if they were to adhere to the 1-acre per building standard. The clustered .3 acre-lots are certainly not compatible with the surrounding area which consists of one house on one acre or more (mostly more) lots. I'm assuming all the property in this PUD was originally zoned/planned at one dwelling for 1 acre lot.

I have attached a satellite view of the area surrounding Creekside. With the exception of Coyote Run and Watchman Estates at the North, the area's developments do suggest a rural environment. (Those exceptions at the north were re-zoned over a decade ago; I would hope the same rezoning wouldn't be allowed today in a rural zone.)

In looking at the "Purpose and Intent" (4.4.1) discussion of a PUD I find that none of the six points are pertinent to this application. There are no unique, natural, resource or scenic features, or any hazardous areas. This PUD would not encourage more efficient use of land, street, utilities or government service. The clustered development would not be in the interest of "preserving rural character" – indeed, it would disturb that character. There is no preservation of open space for residents/community. The land use would be incompatible with surrounding areas. Nor is the purpose of this PUD application to improve the character and quality of new development. As NONE of these purposes are fulfilled I would suggest that a change to the lot size is not justifiable.

I have additional concerns that lack of enforcement of RR requirements such as one unit per acre will set a precedent making RR irrelevant. What's the purpose of zoning if a PUD can override its restrictions?

Also, I apologize for my lack of knowledge of the entire process (but it IS difficult to find among the documents on-line, and I have, fortunately, never before had reason to research it).

If this is approved by the Commission on the 15th, is it over? Or do there need to be further discussions/opinions/votes on how it will be developed? If it is not approved, I presume the applicant may reapply with different criteria. It would be helpful if the actual procedures could be briefly discussed at the beginning of the hearing...I suspect I am not the only person ignorant of all the procedures.

Karen Robinson
sombra@frontiernet.net
2881 E Bench Rd
435-259-4626

LOTS FOR SALE IN GRAND COUNTY Dec 2020

\$159,000 2.6 acres lot

1136 W Kayenta Dr, Moab, UT 84532

● Lot / Land for sale

\$249,000 2.1 acres lot

2137 E Wagon Trail Rd, Moab, UT 84532

● Lot / Land for sale

\$135,000 10,018 sqft lot

3243 E Meador Dr, Moab, UT 84532

● For sale by owner

\$200,000 0.42 acres lot

3373 Creekside, Moab, UT 84532

● For sale by owner

\$132,300 0.3 acres lot

727 Doc Allen Dr, Moab, UT 84532

● Lot / Land for sale

\$140,000 10,018 sqft lot

1997 E Starbuck Ln, Moab, UT 84532

● Lot / Land for sale

\$695,000 2.25 acres lot

545 Kane Creek Blvd, Moab, UT 84532

● Lot / Land for sale

\$125,000 0.35 acres lot

2219 Salida Del Sol, Moab, UT 84532

● Lot / Land for sale

● Available

\$139,000

3388 Arena Roja , Moab, UT 84532
(Grand County)

Size: 0.32 Acre

Type: Recreational Property, Undeveloped Land,
Homesites

\$242,500 2.13 acres lot

2230 S Canyonlands Cir, Moab, UT 84532

● Lot / Land for sale

\$125,000 0.33 acres lot

2215 Salida Del Sol, Moab, UT 84532

● Lot / Land for sale

\$139,000 0.34 acres lot

3424 Watchman Trl E, Moab, UT 84532

● Lot / Land for sale

\$139,000

0.33 acres - Moab, Utah (Grand County)

3364 Watchman Trail, Lot #10. New subdivision adjacent to the Moab Golf Course. Build your custom ho...

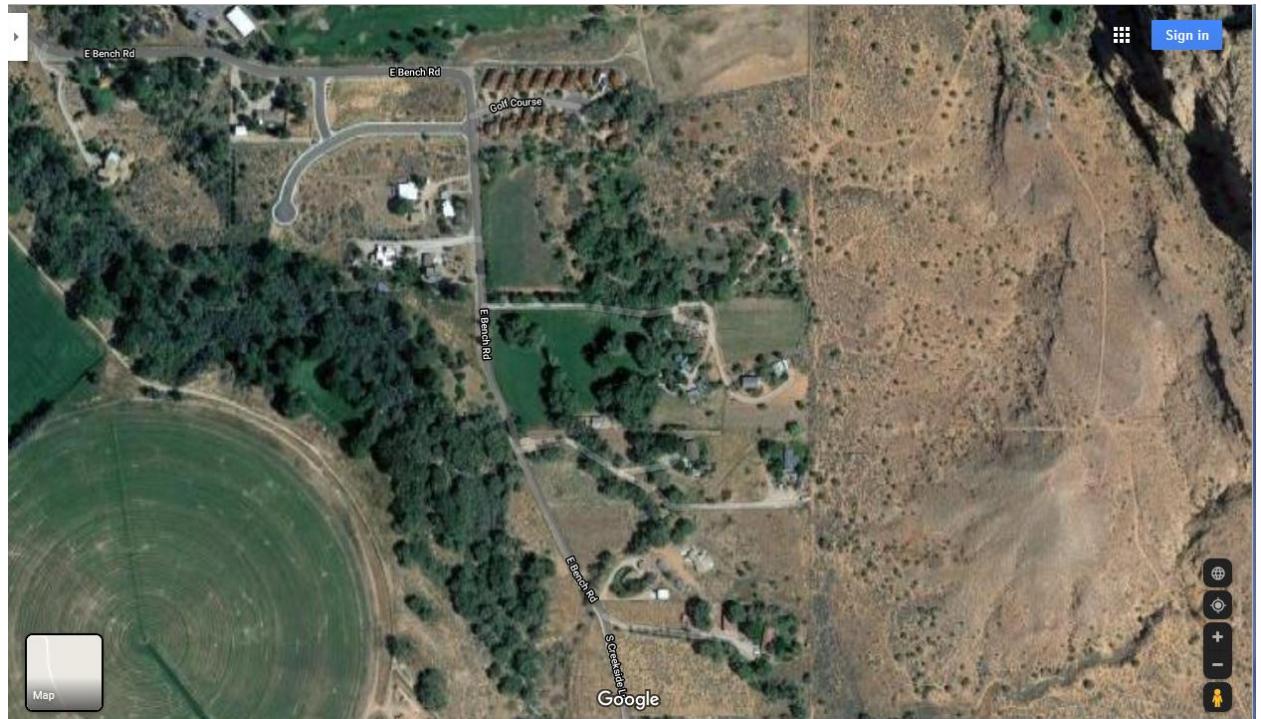
\$199,000

0.5 acres - Moab, Utah (Grand County)

3305 Watchman Trail, Lot #16. New subdivision adjacent to the Moab Golf Course. Build your custom ho...

Watchman is offering several .33 lots at \$139,000
Creekside, for some reason, is listed at 0.42 acres

CREEKSIDE LANE







Sign in

Map





Tara Collins <tcollins@grandcountyutah.net>

[Council] Creekside PUD

2 messages

Bonita Kolb <bogkolb@gmail.com>
To: Grand County Council <council@grandcountyutah.net>

Mon, Nov 9, 2020 at 3:56 PM

Dear County Commission,

11/9/2020

The purposes of the PUD overlay are clearly stated in our Land Use Code: encourage affordable housing, preserve open space and rural character, preserve unique features of the landscape, create more efficient use of space. These purposes are not served in the cases of 2 developments recently approved by the Planning Commission: Creekside and Strawburb. Only the interests of the property owners are being served.

Roadside lots (2 to 3 times smaller than allowed by the underlying zone) sit on the property line of these parcels. Remaining open space is used as a huge "buffer lot" to insulate the owners' homes from the effects of their own development. Neighbors are disproportionately affected. Rural character is not preserved but diminished by this type of development.

Creekside Phase II lots are currently advertised online for \$200,000 (for .42 of an acre). Lots and/or homes in these developments will not be affordable to any but the wealthiest of Grand County residents. Even the wealthy will have to compete with buyers from the external market. Approval of these PUDs will not increase the number of homes built on these parcels. Here, increased density benefits the developer alone.

Any open space created will be held as private property by the developer (land owner). Neither the neighborhoods nor even the residents of the development are guaranteed access. The large "buffer lots" can be sold off and/or fenced off at any time that suits the current land owner. There is no guarantee these "buffer lots" will be used as agricultural land.

Rather than supporting compatibility and cohesive community, these developments stimulate discord and resentment. It is not lost on anyone that the benefits are totally one-sided!

In contrast, Arroyo Crossing exemplifies the intended purpose of the PUD- clustering of **affordable** housing designed to benefit residents and neighbors with open space held in trust and available to all residents.

The unfortunate precedent set by the Strawburb development should not be repeated. Our LUC should be altered so that neither this Commission, nor the Planning Commission feels obligated to do so. Model approaches to achieve this abound. Here is just one:

<https://www.useful-community-development.org/cluster-housing.html>

In closing, we ask you to vote against the approval of the Creekside PUD which will come before you in December.

Thank-you for your time and consideration of these ideas!

Bonita and Kenneth Kolb
3649 Kerby Lane
Spanish Valley

Tara Collins <tcollins@grandcountyutah.net>
To: Mila Dunbar-Irwin <mdunbarirwin@grandcountyutah.net>, Olivia Holmes <oholmes@grandcountyutah.net>

Tue, Nov 10, 2020 at 12:10 PM

12/23/2020

Grand County Utah Mail - [Council] Creekside PUD

Grand County Commission Office Assistant
(435) 259-1342
tcollins@grandcountyutah.net
[Quoted text hidden]



Tara Collins <tcollins@grandcountyutah.net>

[Council] Creekside/Larry White's project

3 messages

'Christina Brinegar' via council@grandcountyutah.net <council@grandcountyutah.net>

Tue, Dec 15, 2020 at 11:06 PM

Reply-To: Christina Brinegar <cbrinegar69@yahoo.com>

To: "commission@grandcountyutah.net" <commission@grandcountyutah.net>

Good Evening,

I listened for 3 plus hours prior to the start of our public hearing and one of the Topics was Ralley on the Rocks.

I found this in Moab Sun News:

"We have never gotten as many comments as we got after 2018 about this event," said Grand County Attorney Christina Sloan at the Oct. 6 County Commission meeting, calling the outcry "massive, historical opposition."

Apparently, this opposition made a difference with regard to Ralley on the Rocks.

I ask why with massive neighborhood opposition do PUD's/rezoning in this town continue to get approved?

Below also stated by Christina Sloan:

"It is hard to know how the Commission will vote on legislative items. Keep in mind that the Commission recently approved a PUD in the All American Acres despite massive neighborhood opposition..."

At what point will the community's voice matter with regards to rezoning neighborhoods?

During our very rushed time to speak, my husband, Geoff Brinegar, asked can the 1.75 acres of Larry's supposed open space and/or agricultural space go through another PUD amendment with Larry and/or a new developer and Mila said no. I then asked for that in writing and quickly Christina Sloan states the following "it cannot happen because the zoning requires the one acre per lot unless you have a PUD." You can view on YouTube dated 12.15.2020. So the question still remains because the 1.75 acres will still be in a PUD. Can Larry or a new owner file an amended PUD on the 1.75 acres? The current PUD clearly states one acre per lot as we all keep regurgitating and also stated by Christina this evening. In addition, Larry executed a final plat that clearly states one acre per lot. Mila continues to insist this is not a rezone but has yet to provide legal data stating such. That is the reason we retained our own counsel who has stated in her letter otherwise.

I think it should also be stated that Larry approached me months ago and asked why we were in opposition of his PUD amendment. I shared with him our reasons and he became irate (you can refer to the letter I sent Mila via email which covers our interaction). His words to me were "**we are F'ING(he used the entire word) with his livelihood.**"

This pretty much sums it up! He wants to change the surroundings of our neighborhood and if we oppose we are F'ING with his livelihood! Well what about us? I would not be writing to you now if he had property rights in place to do this..... he would be subdividing now without neighborhood opposition and we would not even blink an eye because he would be within his rights...**BUT he DOES NOT HAVE THE RIGHT TO SUBDIVIDE AT THIS TIME** and needs your approval to rezone our neighborhood with that simple PUD amendment.

12/18/2020

Grand County Utah Mail - [Council] Creekside/Larry White's project

I ask that the Commissioners listen to the outcry of the neighbors. Please take into consideration the letter from our counsel that states the PUD is not in compliance with the LUC but most importantly listen to the neighbors who are in opposition of a rezone AND want to live in a Rural community for which we ALL purchased our land!

Thank you for your time and consideration!

I also thank you ALL. for your hard work in this community! It does not go unnoticed!

Christina Brinegar

Tara Collins <tcollins@grandcountyutah.net>
To: Christina Brinegar <cbrinegar69@yahoo.com>

Wed, Dec 16, 2020 at 11:14 AM

Thank you for your comments. Your email was forwarded automatically to each commission member, the commission administrator, and the county attorney. I have forwarded it to the Planning & Zoning Department.

Tara Collins
Grand County Commission Office Assistant
(435) 259-1342
tcollins@grandcountyutah.net

[Quoted text hidden]

Tara Collins <tcollins@grandcountyutah.net>
To: Mila Dunbar-Irwin <mdunbarirwin@grandcountyutah.net>, Amy Mayberry <amayberry@grandcountyutah.net>, Olivia Holmes <oholmes@grandcountyutah.net>

Wed, Dec 16, 2020 at 11:15 AM

Tara Collins
Grand County Commission Office Assistant
(435) 259-1342
tcollins@grandcountyutah.net

[Quoted text hidden]



Tara Collins <tcollins@grandcountyutah.net>

[Council] Larry White's PUD/Creekside Manor

13 messages

'Christina Brinegar' via council@grandcountyutah.net <council@grandcountyutah.net>

Tue, Dec 8, 2020 at 8:47 PM

Reply-To: Christina Brinegar <cbrinegar69@yahoo.com>

To: "council@grandcountyutah.net" <council@grandcountyutah.net>

To County Commissioner(s):

A good neighbor never wants to get involved in another neighbor's individual property rights. Although when your neighbor has requested to amend a PUD in order to rezone his property, it raises some SERIOUS concerns.

According to the Staff Report dated December 1, 2020 the Planning Commission Recommendation is to approve the amended PUD, the Staff Recommendation is to approve the amended PUD, and the County Attorney Recommendation is to approve the amended PUD despite neighborhood opposition.

Larry is within his rights requesting an application to amend the PUD but I ask how does the County approve the PUD before the 2nd Public hearing? My understanding is that we the neighbors would be able to voice our concerns and the County Commissioners would then hear our concerns and make a final decision based on the 2nd public hearing IN ADDITION to following the L.U.C. It does not appear either are happening.

Please reconsider your position. Listen to the neighbors who have lived in this neighborhood for over 30 plus years. Listen to the neighbors who moved here based on the existing zoning codes (Rural Residential (RR) with a base density of 1 unit /1 acre) for a better life! This rezone would be a true detriment to our neighborhood! It benefits only the developer and will set a precedence for future developers not to mention several years from now Larry will once again apply to amend the PUD to rezone the last of his acreage.

This process has been very one sided and benefits only the developer!

Please take in to consideration my concerns, my neighbors' concerns, and our neighborhood that we are trying to preserve for generations to come!

Thank you for your time and consideration!

Concerned neighbor,
Christina Brinegar

Christina Sloan <csloan@grandcountyutah.net>

Wed, Dec 9, 2020 at 9:34 AM

To: Christina Brinegar <cbrinegar69@yahoo.com>

Cc: "council@grandcountyutah.net" <council@grandcountyutah.net>, Mila Dunbar-Irwin <mdunbarirwin@grandcountyutah.net>, Mallory Nassau <mnassau@grandcountyutah.net>, Karen Robinson <sombra@frontiernet.net>

Christina,

The Creekside Estate PUD Amendment goes to public hearing on 12/15 for action on 1/5/21 if the Commission is ready.

The Commission is the sole land use authority to decide a legislative decision like this. The PC, staff, and County Attorney opinions are merely recommendations and not binding in any way on the Commission.

Thus, no decisions have been made. You may call in to the public hearing on 12/15 to make oral public comment or submit written comment to the Commission between 12/15 and 12/30.

Christina Sloan
Grand County Attorney
125 East Center Street
Moab, Utah 84532
435.259.1324

[Quoted text hidden]

'Christina Brinegar' via council@grandcountyutah.net <council@grandcountyutah.net>

Wed, Dec 9, 2020 at 1:18 PM

Reply-To: Christina Brinegar <cbrinegar69@yahoo.com>

To: Christina Sloan <csloan@grandcountyutah.net>

Cc: "council@grandcountyutah.net" <council@grandcountyutah.net>, Mila Dunbar-Irwin <mdunbarirwin@grandcountyutah.net>, Mallory Nassau <mnassau@grandcountyutah.net>, Karen Robinson <sombra@frontiernet.net>

Thank you Christina for your response!

The recommendation for approval by Planning Commission, Staff and County Attorney, I would imagine carries a lot of weight in their decision. This is do not know because I am new to this process but soon to find out.

You had made a comment about a month ago in an email response to me (see below):

"It is hard to know how the Commission will vote on legislative items. Keep in mind that the Commission recently approved a PUD in the All American Acres despite massive neighborhood opposition . . ."

This is frustrating as you can imagine that PUD's seem to be approved despite neighborhood opposition.

I want to be a part of a solution not the problem! I do not believe every neighborhood in Moab has to be rezoned and am hopefully this PUD will not be approved.

Again, thank you for responding.

Warm Regards,
Christina

[Quoted text hidden]

Tara Collins <tcollins@grandcountyutah.net>
To: Christina Brinegar <cbrinegar69@yahoo.com>

Thu, Dec 10, 2020 at 11:03 AM

Thank you for your comments. Your email was forwarded automatically when you sent it to each County Commissioner, the Commission Administrator, and the County Attorney. I have forwarded it to Planning & Zoning.

Tara Collins
Grand County Commission Office Assistant
(435) 259-1342
tcollins@grandcountyutah.net

[Quoted text hidden]

Tara Collins <tcollins@grandcountyutah.net>
To: Mila Dunbar-Irwin <mdunbarirwin@grandcountyutah.net>, Olivia Holmes <oholmes@grandcountyutah.net>

Thu, Dec 10, 2020 at 11:03 AM

Tara Collins
Grand County Commission Office Assistant
(435) 259-1342
tcollins@grandcountyutah.net

[Quoted text hidden]

12/18/2020

Grand County Utah Mail - [Council] Larry White's PUD/Creekside Manor

Christina Brinegar <cbrinegar69@yahoo.com>
To: Tara Collins <tcollins@grandcountyutah.net>

Thu, Dec 10, 2020 at 11:08 AM

Many thanks!

Christina

[Quoted text hidden]

Tara Collins <tcollins@grandcountyutah.net>
To: Amy Mayberry <amayberry@grandcountyutah.net>

Thu, Dec 10, 2020 at 11:23 AM

Tara Collins
Grand County Commission Office Assistant
(435) 259-1342
tcollins@grandcountyutah.net

----- Forwarded message -----

From: **Christina Brinegar** <cbrinegar69@yahoo.com>
Date: Thu, Dec 10, 2020 at 11:08 AM
Subject: Re: [Council] Larry White's PUD/Creekside Manor
To: Tara Collins <tcollins@grandcountyutah.net>

[Quoted text hidden]

'**Christina Brinegar**' via council@grandcountyutah.net <council@grandcountyutah.net>

Thu, Dec 17, 2020 at 11:25 AM

Reply-To: Christina Brinegar <cbrinegar69@yahoo.com>
To: Christina Sloan <csloan@grandcountyutah.net>, "commission@grandcountyutah.net" <commission@grandcountyutah.net>
Cc: "council@grandcountyutah.net" <council@grandcountyutah.net>, Mila Dunbar-Irwin <mdunbarirwin@grandcountyutah.net>, Mallory Nassau <mnassau@grandcountyutah.net>, Karen Robinson <sombra@frontiernet.net>

Good Morning,

I am not sure if I am putting the cart before the horse as I am still unfamiliar with this process for the Larry White Project on Creekside/E. Bench but I am looking to be provided with the request for Interpretation. Please let me know how I go about obtaining such.

B. Requests for Interpretation

An interpretation may be requested by any affected person, any resident or real property owner in Grand County, or any person having a contractual interest in real property in Grand County.

Many thanks!

Christina

On Wednesday, December 9, 2020, 09:34:54 AM MST, Christina Sloan <csloan@grandcountyutah.net> wrote:

[Quoted text hidden]

Christina Sloan <csloan@grandcountyutah.net>

Thu, Dec 17, 2020 at 11:40 AM

To: Christina Brinegar <cbrinegar69@yahoo.com>

Cc: "commission@grandcountyutah.net" <commission@grandcountyutah.net>, "council@grandcountyutah.net" <council@grandcountyutah.net>, Mila Dunbar-Irwin <mdunbarirwin@grandcountyutah.net>, Mallory Nassau <mnassau@grandcountyutah.net>, Karen Robinson <sombra@frontiernet.net>

Christina B.,

You cite to the process in LUC Section 9.2.8. I haven't seen it used before, but it does state that it's available for "any affected person." It goes on to spell out the process, which is under the purview of the "Zoning Administrator."

What is it that you'd like interpreted? If it is general information re. the PUD amendment and plat process, consider the following:

Per prior information provided to you by Mila and myself, the process (post Planning Commission process, which is complete) is as follows:

1. Public hearing on PUD amendment request before the Commission - the public hearing was opened on 1/15 and will remain open until 12/23 during which time residents can submitted written comments to the Commission;
2. Action on PUD amendment by the Commission, which is legislative (which means the Commission has broad discretion to grant or deny the request and public clamor may but need not be considered) - this is expected on 1/5/21. The Commission may approve, deny, or table the PUD amendment.
3. If the PUD amendment is approved, applicant must then initiate the subdivision process before any lots are created. This process is governed by LUC Articles 7 and 9 (and the PUD). Roadway parcel, general access, maintenance issues will be addressed at this stage. The subdivision process is administrative, which means the Commission has narrow ability to deny a subdivision application so long as it complies with County requirements.
4. If the PUD amendment is not approved, applicant still has the right to subdivide Tract A under the original PUD approvals. The subdivision process is exactly the same as under Step No. 3 above - the only change is the lot size.

So regardless of whether the PUD is approved, 6 lots will be created and roadway impacts to surrounding lots will be the same.

Christina Sloan
Grand County Attorney
125 East Center Street
Moab, Utah 84532
435.259.1324

[Quoted text hidden]

'Christina Brinegar' via council@grandcountyutah.net <council@grandcountyutah.net>

Thu, Dec 17, 2020 at 1:51 PM

Reply-To: Christina Brinegar <cbrinegar69@yahoo.com>

To: Christina Sloan <csloan@grandcountyutah.net>

Cc: "commission@grandcountyutah.net" <commission@grandcountyutah.net>, "council@grandcountyutah.net" <council@grandcountyutah.net>, Mila Dunbar-Irwin <mdunbarirwin@grandcountyutah.net>, Mallory Nassau <mnassau@grandcountyutah.net>, Karen Robinson <sombra@frontiernet.net>

Christina S.,

We have a unique situation then seeings how this is my first rodeo and your first request for Interpretation.

It says below a form is established by the Zoning Administrator? Who is the Zoning Administrator? Is this email request sufficient? It then looks as if all the steps listed below must take place and I am to receive the interpretation (in writing) by certified mail.

Please let me know if I need to do anything further.

Regards, Christina

1. Submission of Request for Interpretation

Before an interpretation shall be provided by the Zoning Administrator, a request for interpretation shall be submitted to the Zoning Administrator in a form established by the Zoning Administrator.

2. Determination of Completeness

Within a reasonable amount of time after a request for interpretation has been received, the Zoning Administrator shall determine whether the request is complete. If the Zoning Administrator determines the request is not complete, he shall serve written notice on the applicant specifying the deficiencies. The Zoning Administrator shall take no further action on the request for interpretation until the deficiencies are remedied.

3. Rendering of Interpretation

After the request for interpretation has been determined complete, the Zoning Administrator shall render an interpretation within a reasonable amount of time. The Zoning Administrator may consult with the County Administrator and the County Attorney, review this LUC and the official zoning map, whichever is applicable, before rendering an interpretation.

4. Form

The interpretation shall be in writing and shall be sent to the applicant by certified mail.

5. Official Record

The Zoning Administrator shall maintain an official record of all interpretations in the County Hall, which shall be available for public inspection during normal business hours.

6. Appeal

Any person who has made a request for interpretation may appeal interpretation of the Zoning Administrator to the County Council by filing an application within 30 days of the Zoning Administrator's decision. The date of the decision shall be the postmark date of the certified mail notifying the applicant of the interpretation. The application shall be considered by the County Council within 30 days of its filing, and the interpretation of the Zoning Administrator affirmed or modified.

[Quoted text hidden]

Christina Sloan <csloan@grandcountyutah.net>

Thu, Dec 17, 2020 at 1:54 PM

To: Christina Brinegar <cbrinegar69@yahoo.com>

Cc: "commission@grandcountyutah.net" <commission@grandcountyutah.net>, "council@grandcountyutah.net" <council@grandcountyutah.net>, Mila Dunbar-Irwin <mdunbarirwin@grandcountyutah.net>, Mallory Nassau <mnassau@grandcountyutah.net>, Karen Robinson <sombra@frontiernet.net>

At a minimum, your email needs to explain what you are requesting we interpret, and then we'll confer on process.

Thank you -

Christina Sloan
Grand County Attorney
125 East Center Street
Moab, Utah 84532
435.259.1324

[Quoted text hidden]

'Christina Brinegar' via council@grandcountyutah.net <council@grandcountyutah.net>

Thu, Dec 17, 2020 at 1:59 PM

Reply-To: Christina Brinegar <cbrinegar69@yahoo.com>

To: Christina Sloan <csloan@grandcountyutah.net>

Cc: "commission@grandcountyutah.net" <commission@grandcountyutah.net>, "council@grandcountyutah.net" <council@grandcountyutah.net>, Mila Dunbar-Irwin <mdunbarirwin@grandcountyutah.net>, Mallory Nassau <mnassau@grandcountyutah.net>, Karen Robinson <sombra@frontiernet.net>

Yes of course that is why I asked who is the zoning administrator?

see below:

1. Submission of Request for Interpretation

Before an interpretation shall be provided by the Zoning Administrator, a request for interpretation shall be submitted to the Zoning Administrator in a form established by the Zoning Administrator.

I want to do this the property way according to the LUC.

Let me know.

Christina

[Quoted text hidden]

12/18/2020

Grand County Utah Mail - [Council] Larry White's PUD/Creekside Manor

'Christina Brinegar' via council@grandcountyutah.net <council@grandcountyutah.net>

Thu, Dec 17, 2020 at 2:02 PM

Reply-To: Christina Brinegar <cbrinegar69@yahoo.com>

To: Christina Sloan <csloan@grandcountyutah.net>

Cc: "commission@grandcountyutah.net" <commission@grandcountyutah.net>, "council@grandcountyutah.net" <council@grandcountyutah.net>, Mila Dunbar-Irwin <mdunbarirwin@grandcountyutah.net>, Mallory Nassau <mnassau@grandcountyutah.net>, Karen Robinson <sombra@frontiernet.net>

** I want to do this according to what is in writing on the LUC**

Christina

[Quoted text hidden]



Tara Collins <tcollins@grandcountyutah.net>

Re: [Council] Larry White's PUD/Creekside Manor

4 messages

cbaird <cbaird@grandcountyutah.net>

Thu, Dec 17, 2020 at 2:10 PM

To: Christina Brinegar <cbrinegar69@yahoo.com>, Christina Sloan <csloan@grandcountyutah.net>

Cc: "commission@grandcountyutah.net" <commission@grandcountyutah.net>, "council@grandcountyutah.net" <council@grandcountyutah.net>, Mila Dunbar-Irwin <mdunbarirwin@grandcountyutah.net>, Mallory Nassau <mnassau@grandcountyutah.net>, Karen Robinson <sombra@frontiernet.net>

Mila Dunbar-Irwin is the Zoning Administrator.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "Christina Brinegar" via council@grandcountyutah.net <council@grandcountyutah.net>

Date: 12/17/20 1:59 PM (GMT-07:00)

To: Christina Sloan <csloan@grandcountyutah.net>

Cc: commission@grandcountyutah.net, council@grandcountyutah.net, Mila Dunbar-Irwin <mdunbarirwin@grandcountyutah.net>, Mallory Nassau <mnassau@grandcountyutah.net>, Karen Robinson <sombra@frontiernet.net>

Subject: Re: [Council] Larry White's PUD/Creekside Manor

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see below:

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Christina

On Thursday, December 17, 2020, 01:55:12 PM MST, Christina Sloan <csloan@grandcountyutah.net> wrote:

At a minimum, your email needs to explain what you are requesting we interpret, and then we'll confer on process.

Thank you -

Christina Sloan
Grand County Attorney
125 East Center Street
Moab, Utah 84532
435.259.1324

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On Thursday, December 17, 2020, 11:40:49 AM MST, Christina Sloan <csloan@grandcountyutah.net> wrote:

Christina B.,

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So regardless of whether the PUD is approved, 6 lots will be created and roadway impacts to surrounding lots will be the same.

Christina Sloan
Grand County Attorney
125 East Center Street
Moab, Utah 84532
435.259.1324

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Good Morning,

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Many thanks!
Christina

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Christina Sloan
Grand County Attorney
125 East Center Street
Moab, Utah 84532
435.259.1324

On Tue, Dec 8, 2020 at 8:48 PM 'Christina Brinegar' via council@grandcountyutah.net <council@grandcountyutah.net> wrote:
To County Commissioner(s):

A good neighbor never wants to get involved in another neighbor's individual property rights. Although when your neighbor has requested to amend a PUD in order to rezone his property, it raises some SERIOUS concerns.

According to the Staff Report dated December 1, 2020 the Planning Commission Recommendation is to approve the amended PUD, the Staff Recommendation is to approve the amended PUD, and the County Attorney Recommendation is to approve the amended PUD despite neighborhood opposition.

Larry is within his rights requesting an application to amend the PUD but I ask how does the County approve the PUD before the 2nd Public hearing? My understanding is that we the neighbors would be able to voice our concerns and the County Commissioners would then hear our concerns and make a final decision based on the 2nd public hearing IN ADDITION to following the L.U.C. It does not appear either are happening.

Please reconsider your position. Listen to the neighbors who have lived in this neighborhood for over 30 plus years. Listen to the neighbors who moved here based on the existing zoning codes (Rural Residential (RR) with a base density of 1 unit /1 acre) for a better life! This rezone would be a true detriment to our neighborhood! It benefits only the developer and will set a precedence for future developers not to mention several years from now Larry will once again apply to amend the PUD to rezone the last of his acreage.

This process has been very one sided and benefits only the developer!

Please take in to consideration my concerns, my neighbors' concerns, and our neighborhood that we are trying to preserve for generations to come!

Thank you for your time and consideration!

Concerned neighbor,
Christina Brinegar

'Christina Brinegar' via council@grandcountyutah.net <council@grandcountyutah.net>

Reply-To: Christina Brinegar <cbrinegar69@yahoo.com>

To: Christina Sloan <csloan@grandcountyutah.net>, cbaird <cbaird@grandcountyutah.net>

Cc: "commission@grandcountyutah.net" <commission@grandcountyutah.net>, "council@grandcountyutah.net" <council@grandcountyutah.net>, Mila Dunbar-Irwin <mdunbarirwin@grandcountyutah.net>, Mallory Nassau <mnassau@grandcountyutah.net>, Karen Robinson <sombra@frontiernet.net>

Thu, Dec 17, 2020 at 2:16 PM

Thank you Chris.

Mila, please let me know what it is you need (see below):

1. Submission of Request for Interpretation

Before an interpretation shall be provided by the Zoning Administrator, a request for interpretation shall be submitted to the Zoning Administrator in a form established by the Zoning Administrator.

Many thanks,
Christina

[Quoted text hidden]

Mila Dunbar-Irwin <mdunbarirwin@grandcountyutah.net>

Thu, Dec 17, 2020 at 2:33 PM

To: cbaird <cbaird@grandcountyutah.net>

Cc: Christina Brinegar <cbrinegar69@yahoo.com>, Christina Sloan <csloan@grandcountyutah.net>, "commission@grandcountyutah.net"
<commission@grandcountyutah.net>, "council@grandcountyutah.net" <council@grandcountyutah.net>, Mallory Nassau <mnassau@grandcountyutah.net>, Karen Robinson <sombra@frontiernet.net>

Well, we technically don't have that position anymore, but it would actually be Amy Mayberry, Associate Planner, who has taken over the role of Zoning Administrator in our department. However, I am happy to fulfill that role at the moment since she doesn't have the background.

[Quoted text hidden]

Mila Dunbar-Irwin <mdunbarirwin@grandcountyutah.net>

Thu, Dec 17, 2020 at 3:38 PM

To: Christina Brinegar <cbrinegar69@yahoo.com>

Cc: Christina Sloan <csloan@grandcountyutah.net>, cbaird <cbaird@grandcountyutah.net>, "commission@grandcountyutah.net"
<commission@grandcountyutah.net>, "council@grandcountyutah.net" <council@grandcountyutah.net>, Mallory Nassau <mnassau@grandcountyutah.net>, Karen Robinson <sombra@frontiernet.net>

Hi Christina,

An e-mail specifying the extent of your interpretation request should be sufficient for this process. Could you please send it in a separate thread so we can keep it as a new conversation thread? I will follow the process outlined in the code after that.

If you will please be specific as to what you would like to be interpreted, that would be helpful. We'll let you know if clarification is needed before responding to the request.

Thank you!

Mila

[Quoted text hidden]



Mallory Nassau <mnassau@grandcountyutah.net>

[Council] Objection Letter to Creekside PUD

1 message

'Clark, Melanie R.' via council@grandcountyutah.net <council@grandcountyutah.net> Wed, Dec 9, 2020 at 4:40 PM
Reply-To: "Clark, Melanie R." <melanie.clark@stoel.com>
To: "council@grandcountyutah.net" <council@grandcountyutah.net>
Cc: Scot Andersen <scot.andersen@gmail.com>, Christina Brinegar <cbrinegar69@yahoo.com>

Please accept the attached correspondence sent on behalf of my clients. We would like this letter to be part of the public record for the County Commissioner meeting on December 15, 2020.

Best,

Melanie

Melanie R. Clark | Partner
STOEL RIVES LLP | 201 South Main Street, Suite 1100 | Salt Lake City, UT 84111
Direct: (801) 578-6904 | Mobile: (801) 419-6929
melanie.clark@stoel.com | [Bio](#) | [vCard](#) | www.stoel.com



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 Creekside PUD Amendment - Letter to Grand County Commission.pdf
151K



December 9, 2020

VIA EMAIL
COMMISSION@GRANDCOUNTYUTAH.NET

Melanie R. Clark
201 S Main Street, Suite 1100
Salt Lake City, UT 84111
D. 801.578.6904
melanie.clark@stoel.com

Grand County Commission
Commission Chambers
125 E. Center St.
Moab, UT 84532

Re: Creekside PUD Amendment

Dear County Commission:

This firm represents Scot Andersen, Geoff and Christina Brinegar, Todd Beeman, Richard Davidson, Marian Boardley, Brian Parkin, Lisa Albert, Rob Kerchen, Bonita and Ken Kolb, Steve Mulligan, Karen Robinson, Bret Van Burgess, Lew McCreery, Harvey Dewitt, Rob Jahries, Ken Helfenbein, Darcey Brown, and Dave & Jana Knowles, whose addresses are set forth on Exhibit A attached hereto, who all object to the Creekside PUD Amendment (the “PUD”) for the property located at approximately 3373 Creekside Lane (the “Property”) being considered by the Grand County Commission (the “Commission”) on December 15, 2020. We have reviewed the Agenda Summary prepared for the Grand County Planning Commission on September 28, 2020 by Mila Dunbar-Irwin, Planning and Zoning Director (the “Planning Report”), and believe there are a number of errors that inaccurately led to the conclusion that the PUD should be approved. We also reviewed the Agenda Summary prepared by the Community Development Staff for the Commission’s December 15th meeting and the Staff Report dated December 1, 2020.

The key issue here is that if a regular subdivision application were submitted for the Property, that application would have to comply with the land use regulations in effect at the time of the submittal. Utah Code Ann. § 17-27a-508. Because of the current requirement to plat roads as separate lots and not as easements over residential lots, only about 4.7 acres of the Property is available for subdivision. Applying the minimum lot size of the Rural Residential zone this means that without the PUD this Property could only contain four lots. The reference on the original plat including the Property as Tract A that it was intended for six lots with a minimum one-acre lot size did not vest the Property with a right to develop six lots, it simply stated an intention for the future. In considering the criteria discussed below it is important to compare the requested PUD to a subdivision under the existing land use regulations, not a presumption that the Property is somehow entitled to six lots.

As you know, the Grand County Land Use Code (“LUC”) treats the PUD as a re-zone. (See LUC § 4.4.3.) Accordingly, Section 9.2.7 of the LUC requires the Commission to consider the

eleven criteria listed below in evaluating the PUD. We have included the information from the Planning Report addressing each item first, and then have separately analyzed each criterion.

A. Was the existing zone for the property adopted in error?

- Planning Report: Somewhat. The applicant has stated that the existing 1.0 acre lot minimum sizes were not predicated on any future plans and were simply a placeholder for the dimensional standards table on the original plat.
- Analysis: No. Surrounding areas are rural residential with 1.0 acre lot minimums. The existing zoning was adopted to be consistent with the neighborhood.

B. Has there been a change of character in the area (e.g., installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.)?

- Planning Report: There has not been a change of character in the immediate area, other than further subdivision and new residences. The pertinent community change is the need for affordable housing. Creating smaller lots brings prices down and can help achieve this goal.
- Analysis: No. The need for affordable housing does not constitute a change of character in the area. The character of the area has remained rural. Additionally, as described below, the PUD would not provide for affordable housing.

C. Is there a need for the proposed use(s) within the area or community?

- Planning Report: Yes, more affordable housing is a benefit for the community.
- Analysis: The PUD does not provide for affordable housing. The reference to “affordable” does not mean less expensive than it would be if the lots were larger. The definition of affordable housing is provided in Section 10.2 of the LUC: “Housing for which the allowable housing expenses paid by a household earning less than the median household income shall not exceed 30 percent of the gross monthly household income – unassisted and assisted (State and/or Federal) rental and unassisted and assisted (State and/or Federal) for sale units whose gross rental or sale price on the open market is affordable to, or for which rental and/or sale is restricted to, households whose gross annual household income is below the county median household income.” To provide for affordable housing the developer of the PUD would need to propose and agree to restrictive covenants that would limit the sales price or monthly rent of future homes on the proposed lots to meet the definition of affordable housing set forth above.

D. Will there be benefits derived by the community or area by granting the proposed rezoning?

- Planning Report: Yes, see above.
- Analysis: No. The rezone does not provide for “affordable housing” nor does it provide open space or other benefit to the community. The only benefit is to the developer, allowing him to retain a larger parcel but still create a total of six lots.

E. Is the proposal in conformance with the policies, intents and requirements of Grand County General Plan, specifically the plan’s zoning map amendment guidelines (see pages 44-48 of the Grand County General Plan)?

- Planning Report: Yes, the proposal is in conformance with the General Plan, specifically the use of the PUD tool to cluster development.
- Analysis: Clustered development is not the intent or benefit of the proposed PUD. If it were, then the six “density units” would all be clustered to preserve more open space on the entire tract. Rather, the grouping of three homes on 1/3 acre lots is just a means of keeping a total of six lots without disrupting the existing buildings that the developer will retain and allowing the developer to retain as much land as possible. The proposed clustering of three dwelling units does nothing to promote any of the following goals stated under the development patterns section in the General Plan:
 - Goal 1 – Support and participate in the implementation of the Grand County and City of Moab Housing Study and Affordable Housing Plan.
 - Goal 2 – Focus future development in centers where existing and planned infrastructure can accommodate it so that people can live close to where they work and obtain goods and services
 - Goal 3 – Minimize impacts of development on scenic resources.
 - Goal 4 – Promote community clean-up.
 - Goal 5 – Minimize impacts of natural hazards on properties and people.

Rather than meeting these goals, the proposed clustering simply makes the neighborhood feel more suburban rather than rural, which is counter to the intent of the underlying zoning. The General Plan focuses on “creating larger, more useful open spaces area in residential neighborhoods.” The proposed PUD does not provide that benefit.

F. Should the development be annexed to a city?

- Planning Report: No.

G. Is the proposed density and intensity of use permitted in the proposed zoning district?

- Planning Report: Yes.

- Analysis: No. The proposed PUD permits six lots where only four would be permitted under existing land use regulations, a density increase of 50%. Additionally, it places three dwelling units on a single acre, which increases the density and intensity on that land. It is also important to note that the larger lots do not have less intensity; there are simply more out-buildings on those lots, not open space.

H. Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts?

- Planning Report: Yes, the proposed PUD amendment would be suitable for the area and would preserve current agricultural uses.
- Analysis: The only scenic impact is to make the corner with three homes, which would be the most visible to neighbors, feel more suburban and less rural. There is no mention in the application that the purpose of the PUD is to preserve agricultural uses or that adoption of the PUD will accomplish that goal. Neither does the PUD promote open space as none of the land is restricted from development and instead includes as many as five buildings on a single lot.

I. Are the proposed uses compatible with the surrounding area or uses; will there be adverse impacts; and/or can any adverse impacts be adequately mitigated?

- Planning Report: Yes, the proposed use (residential) is compatible with surrounding uses, which include residential. In addition, the amendment would allow for compatibility with surrounding agricultural uses to remain.
- Analysis: While residential use is compatible with the surrounding area, three lots per acre is not compatible. The proposal makes no mention of preserving agricultural uses.

J. Are adequate public facilities and services available to serve development for the type and scope suggested by the proposed zone? If utilities are not available, could they be reasonably extended? Is the applicant willing to pay for the extension of public facilities and services necessary to serve the proposed development?

- Planning Report: Yes, the applicant has been through DRT review with the proposed preliminary plat and has addressed all issues.
- Analysis: The use of public facilities and services is the same whether or not the PUD is approved. The developer has not demonstrated that the PUD will provide any benefit in terms of facilities and services.

K. Does the proposed change constitute “spot zoning”?

- Planning Report: No, the applicant has an existing PUD applied to the property.
- Analysis: Yes. Allowing 1/3 acre lots is out of character with the neighborhood. The average lot size for properties within 1,000 feet of the PUD (excluding White Ranch, which has significantly larger acreage) is 3.19 acres. The proposed PUD would allow lots 1/10th that size. This is clearly inconsistent with the area and would therefore constitute spot zoning.

As stated in Section 4.4.1 of the LUC, the planned unit development overlay district was designed to provide flexibility to accomplish one or more of the following purposes:

- A. Promote flexibility in the siting of structures so as to preserve and take advantage of the site's unique, natural, resource or scenic features and to avoid or mitigate any hazardous area;
- B. Provide density bonus incentives in the interest of creating affordable housing and beneficial open space;
- C. Encourage more efficient use of land and public streets, utilities, and governmental services;
- D. Promote a clustering development pattern in the interest of preserving rural character;
- E. Preserve open space for the benefit of residents of developments and the community;
- F. Achieve a compatible land use relationship with surrounding areas; and
- G. Promote greater variety in the type and design of buildings and thereby improving the character and quality of new development.

Consideration of the previously discussed criteria demonstrates that approving the PUD would not fulfill any of these purposes and would actually be a detriment to the community without any benefit except to the developer. Just because the LUC permits planned unit developments in certain instances, it does not necessarily follow that this PUD is compatible with the General Plan and the LUC. Under that logic every single application for a planned unit development should be approved. If the criteria in the LUC are properly applied, it is clear that the Commission should deny the PUD and retain the existing requirement for minimum one-acre lots for the subject property.

Grand County Commission
December 9, 2020
Page 6

Respectfully submitted,



Melanie R. Clark

Exhibit A

Represented Parties

Scot Andersen, 3231 and 3229 East Bench Road, Moab, UT 84532;
Geoff and Christina Brinegar, 3416 Creekside Lane, Moab, UT 84532;
Todd Beeman, 3283 E. Bench Road, Moab, UT 84532;
Richard Davidson, 3432 Creekside Lane, Moab, UT 84532;
Marian Boardley & Brian Parkin, 3411 Creekside Lane, Moab, UT 84532;
Lisa Albert and Rob Kerchen, 3151 E. Bench Road, Moab, UT 84532;
Bonita and Ken Kolb, 3649 E. Kerby Lane, Moab, UT 84532;
Steve Mulligan, 3800 Kerby Lane, Moab, UT 84532;
Karen Robinson, 2881 and 2891 SE Bench Road, Moab, UT 84532;
Bret Van Burgess, 3620 E. Kerby Lane, Moab, UT 84532;
Lew McCreery and Harvey Dewitt, 3466 Creekside Lane, Moab, UT 84532;
Rob Jahries, 3181 E. Bench Road, Moab, UT 84532,
Ken Helfenbein and Darcey Brown, 2931 E. Bench Road, Moab, UT 84532; and
Dave and Jana Knowles, 2940 E. Bench Road, Moab, UT 84532.

October 29, 2020

Grand County Commission
150 East Center
Moab, UT. 84532

RE: Public comment Creekside Manor

Dear Commissioners;

I write today in hopes of providing information that may prove useful in your considerations of Larry Whites submittal of Creekside Manor, the second phase of his PUD.

Phase I of this project is a fully built out residential neighborhood that has turned out to be one of the best examples of a well thought out and planned neighborhood in Grand County. It has turned into a pleasant, comfortable and scenic development hosting an attractive mix of architectural design. With this success Mr. White is now ready to go on to phase II, the platting of 6 more lots.

This was one of the first, if not the first PUD in Grand County. As such, the processes and procedures were just being worked out. As a PUD second phase, the original PUD plat only represented the unit numbers, in this case 6, for the undetermined second phase. Here twenty plus years later, Mr. White has come up with the design for that second phase that utilizes those 6 units of density while providing public good, a requirement of a PUD.

Larry has for twenty some years grown produce on his vegetable farm, providing myself and many other residents the opportunity to buy locally grown produce, farm to table. His new submittal is the best of both worlds. It gives him the density (6 units) and yet continues to provide him the area necessary for his gardening. This is a great example of the intent of a PUD, providing a developer his underlying density while allowing smaller lots that give one the room to provide amenities that otherwise would be used up in the lot areas. It goes without saying, if these lots had to meet the one acre lot size required in the RR Zone, it would mean the end of his providing fresh produce.

I encourage each one of you to drive by and see not only the end product of Phase I, but the lands destined to be his Phase II and the farming of vegetables within. I am certain you'll be impressed and will see his vision for a successful addition to the neighborhood.

Thank you for the opportunity to provide input.

Tim K

November 12, 2020

Dear Commissioners,

We are writing in support of the second phase of Larry White's PUD for Creekside Manor before you for consideration.

Phase 1 of this PUD, which was approved more than 20 years ago, is completely built out and looks great. We believe this was one of the first such Planned Unit Developments approved in Grand County. In looking at the approval of the PUD, Phase 2 (approved in 1997), which has a land area of 6 acres; it is allowed to have 6 houses. That is what Larry White would be restricted to allow.

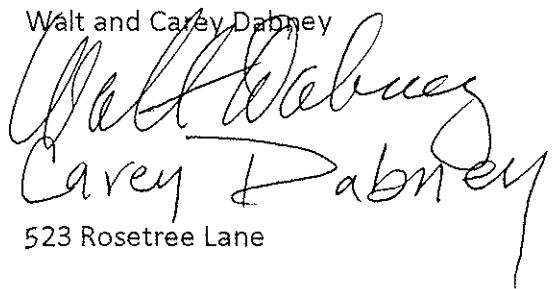
We know Larry's land because we have helped him farm this past summer on the part of the land that he has farmed many of the last nearly 30 years. We have greatly benefitted by being able to raise a lot of our own fresh food. In addition, Larry provides fresh organic vegetables for sale locally in Moab. This has benefitted us and certainly Grand County citizens who can buy locally grown fresh vegetables.

Keeping the two acres that have traditionally been farmed intact would seem to be consistent with trying to increase density on a given piece of land and preserve pockets of open space and especially lands used for agricultural purposes. Requiring that each of the 6 lots be one acre, would eliminate yet another excellent piece of very limited agricultural land used for growing fresh vegetables in Grand County.

Approving the amendment to the PUD which would allow the preservation of this agricultural land would be positive for the area and the county. We definitely support this proposal.

Thank you for the opportunity to comment.

Walt and Carey Dabney



523 Rosetree Lane

Moab, Utah

512-924-8982

Public comment Creekside Manor

11/6/2020

Dear Commissioners;

I'm writing in support of the Creekside Manor project.

It is a well-designed and reasonable project. It follows all the rules set out by the commission and was always planned to be a two phase project.

The smaller lots and large open garden area seems like it would be a great benefit for the community. There are many instances when you see large lots not being utilized to the fullest and unused land that could have been used for another home or in this case a large gardening area.

I know change can be difficult but it is imperative for the growth of any community and must be accepted as so. Creekside Manor has been thoughtfully planned out and I believe will be a great opportunity for other families to enjoy this wonderful place we now call home.

Robby L.



Tara Collins <tcollins@grandcountyutah.net>

[Council] Amendment to Creekside Estates PUD

3 messages

mariansb@frontiernet.net <mariansb@frontiernet.net>
To: council@grandcountyutah.net

Tue, Dec 15, 2020 at 3:03 PM

Please accept my below comments on the proposed PUD amendment to be considered at today's meeting.

Dear County Commissioners,

I have been a resident of Creekside Estates Phase I since 2004. During that time, I have served in the capacities of Vice President, President, and Treasurer for the S. Creekside Estates HOA Inc. I wish to make the following points to the Commissioners:

1. Like most of the members of our HOA, I assumed that if Phase II Creekside Estates (aka Tract A) were subdivided in the future, it would include minimum 1-acre lots in accordance with the original plat, the underlying zone of RR1, and consistent with Phase I (six 1-acre lots). We purchased our homes or lots under that assumption. The homes in our immediate vicinity on Kerby Lane and East Bench Road are located on a minimum lot size of 1 acre.
2. The developer has not justified in the application statement why the minimum lot size reduction of 0.37 acres is necessary for the proposed Phase II and why a larger minimum lot size could not be accommodated in the plans. No public open space, additional access or amenities, and no affordable housing, will be provided to compensate for the proposed clustered development; the only beneficiary of the lot size reduction will be the developer. Moreover, the developer has already built several homes under the original PUD zoning but now wishes to change to clustered development for the remainder of the project.
3. The County Attorney, in recommending approval of the proposed PUD change, states: "*Tract A cannot be developed into six 1-acre Lots unless the private roadways are contained within private lots and easements are provided to the HOA. This creates potential liability issues, which the County has an interest in avoiding in the event the roadways are later dedicated to and accepted by the County. The clustered lots provide sufficient acreage to place the roadways in separate parcels.*"

The private roadways may indeed prohibit the tract from being divided into six 1-acre lots, but that fact does NOT prohibit the tract from being divided into **six lots that are greater than 0.37 acres and still "provide sufficient acreage to place the roadways in separate parcels"** without incurring potential liability issues for the County. I suggest that a lot size considerably in excess of 0.37 acres is achievable while still meeting this requirement.

It appears that the needs of the County and the developer are being put ahead of the impacts on current and future area residents and homeowners. The proposed clustered development has received the support of planning staff, without viable alternatives being considered that are consistent with our existing neighborhood.

I respectfully urge the council to reject the Lot Size reduction application.

Sincerely,

Marian Boardley.

[3411 Creekside Lane,](#)

[Moab, UT 84532](#)

Tara Collins <tcollins@grandcountyutah.net>

To: mariansb@frontiernet.net

Tue, Dec 15, 2020 at 3:32 PM

Thank you for your comments. Your email was forwarded automatically to each commission member, the commission administrator, and the county attorney. I have forwarded it to the Planning & Zoning Department.

Tara Collins
Grand County Commission Office Assistant
(435) 259-1342
tcollins@grandcountyutah.net

[Quoted text hidden]

Tara Collins <tcollins@grandcountyutah.net>

To: Mila Dunbar-Irwin <mdunbarirwin@grandcountyutah.net>, Amy Mayberry <amayberry@grandcountyutah.net>, Olivia Holmes <oholmes@grandcountyutah.net>

Tue, Dec 15, 2020 at 3:32 PM

Tara Collins
Grand County Commission Office Assistant
(435) 259-1342
tcollins@grandcountyutah.net

[Quoted text hidden]

**Tara Collins <tcollins@grandcountyutah.net>****[Council]**

3 messages

Joey Applegate <joedonapple@gmail.com>
To: Council@grandcountyutah.net

Tue, Dec 22, 2020 at 6:28 AM

To whom it may concern, I'm a neighbor of Larry White located at 2810 e bench rd. We have no issues with his plans on his property. Thank you.

Joey Applegate

Tara Collins <tcollins@grandcountyutah.net>
To: Joey Applegate <joedonapple@gmail.com>

Tue, Dec 22, 2020 at 1:07 PM

Thank you for your comments. Your email was forwarded automatically to each commission member, the commission administrator, and the county attorney. I have forwarded it to Planning & Zoning.

Tara Collins
Grand County Commission Office Assistant
(435) 259-1342
tcollins@grandcountyutah.net

[Quoted text hidden]

Tara Collins <tcollins@grandcountyutah.net>
To: Mila Dunbar-Irwin <mdunbarirwin@grandcountyutah.net>, Amy Mayberry <amayberry@grandcountyutah.net>, Olivia Holmes <oholmes@grandcountyutah.net>

Tue, Dec 22, 2020 at 1:07 PM

Tara Collins
Grand County Commission Office Assistant
(435) 259-1342
tcollins@grandcountyutah.net

[Quoted text hidden]

**Tara Collins <tcollins@grandcountyutah.net>**

[Council] Creek side development

3 messages

'John Cannino' via council@grandcountyutah.net <council@grandcountyutah.net>

Wed, Nov 11, 2020 at 6:57 PM

Reply-To: John Cannino <jcannino@yahoo.com>

To: council@grandcountyutah.net

Dear council members, I believe that we should stay with our 1 acre density, rule of Spanish Valley. I live on Kerby Lane and hope to keep a sense of rural living here. Larry White has the land for that density, make him stay the course. 1 acre density! Sincerely, a neighbor

Sent from my iPad

Tara Collins <tcollins@grandcountyutah.net>

Thu, Nov 12, 2020 at 11:37 AM

To: John Cannino <jcannino@yahoo.com>

Thank you for your comments. Your email was forwarded automatically to each county commission member, the commission administrator, and the county attorney. I have forwarded it to Planning & Zoning.

Tara Collins
Grand County Commission Office Assistant
(435) 259-1342
tcollins@grandcountyutah.net

[Quoted text hidden]

Tara Collins <tcollins@grandcountyutah.net>

Thu, Nov 12, 2020 at 11:38 AM

To: Mila Dunbar-Irwin <mdunbarirwin@grandcountyutah.net>, Olivia Holmes <oholmes@grandcountyutah.net>

Tara Collins
Grand County Commission Office Assistant
(435) 259-1342
tcollins@grandcountyutah.net

[Quoted text hidden]



Mallory Nassau <mnassau@grandcountyutah.net>

[Council] White Property PUD

1 message

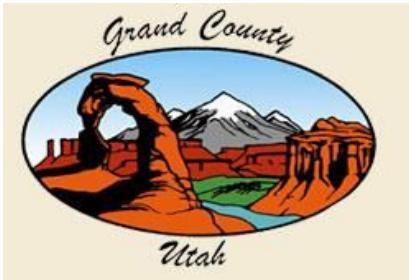
Rick Davidson <rick.davidson57@gmail.com>

To: council@grandcountyutah.net

Wed, Dec 9, 2020 at 6:08 PM

I know this is past the 5 o'clock deadline, but have been traveling and just returned home.
I wanted to voice my opposition to the above mentioned PUD. I think Mr. White is just looking to make a fast dollar and has no concern for his neighbors or what this will do to the values of our properties. Also, there has been no discussion as to the maintenance of Creekside Lane with the additional traffic. The properties on Creekside Lane extend to the middle of the road and in some cases across the entire road. There should be some discussion on this topic.

Rick and LaDonna Davidson
3432 S Creekside Lane



**Grand County Community Development
Planning & Zoning
125 E Center St.
Moab, UT 84532
435-259-1368
planning@grandcountyutah.net**

January 11, 2020

To: Christina Brinegar

RE: REQUEST FOR INTERPRETATION – CREEKSIDE PUD AMENDMENT

Dear Christina,

We received your request for interpretation in an e-mail dated December 17, 2020 and are submitting the following in response. Your questions are in regards to the Creekside Planned Unit Development Amendment Application received by Planning & Zoning on September 14, 2020. It was heard at a public hearing before the Grand County Planning Commission on September 28, 2020 and received a favorable recommendation to be forwarded to the Grand County Commission. The public hearing before the County Commission was held on December 15, 2020, and the vote has yet to be taken.

This application contemplates a change to the Dimensional Standards table on the Creekside PUD Final Plat approved in 1997 for Phase II to 0.37 acres from 1.0 acres.

Please see below for the requests and their replies.

1. Please provide your interpretation as to why you did not follow this LUC?

Excerpts from your December 17 Letter, quoting Counsel's Letter dated December 9:

- *The second paragraph of the letter (see attached) the key issue is that if a regular subdivision application were submitted for property, that application would have to comply with the land use regulations in effect at the time of the submittal. Utah Code Ann 17-27-a-508. I also found within the very long code the following verbiage which clearly states same as attorney addressed on her letter dated December 9, 2020.*
- *A county is bound by the terms and standards of applicable land use regulations and shall comply with mandatory provisions of those regulations.*
- *Upon a specified public agency's submission of a development plan and schedule as required in subsection 17-27a-305(8) that complies with the requirements of that subsection, the specified public agency vests in the county's applicable land use maps, zoning map, hookup fees, impact fees, other applicable development fees, and land use regulations in effect on the date of submission.*

(emphasis added by requester)

This is an inaccurate leading question; however, I interpret this question to be asking why the current application is not compliant with the LUC in effect when the plat was signed in 1997 and will answer as such in that spirit. The quoted statute, however, refers to a "public agency," which Larry White is not, so this provision is not applicable.

Regardless, the County is bound to comply with the land use regulations in effect at time of submittal. The application in question was submitted on September 14, 2020, and the current LUC governs its process.

A developer or owner of a Planned Unit Development may, at any time, submit an application for an amendment to any part of the Planned Unit Development. Processing of an amendment application is governed by Sections 4.4.15 and 4.4.16 of the Grand County Land Use Code. The County deemed the application in question to fall under Section 4.4.16 *Major Amendments* (the most burdensome process for the applicant) and Section 9.2 *Text and Zoning Map Amendments* as per the Land Use Code. The Creekside Final Plat from 1997 may be amended, through due process, if approved, as per the LUC. This is also true for any final plat in Grand County. Regular final plat amendments are governed by Section 9.9.1 *Plat Amendments* and may be undertaken by a property owner at any time through proper process. This PUD amendment is not an unusual request.

2. **Please provide your interpretation as to why you presume that the property is entitled to six lots based on our Counsel's findings above? In addition, please provide your interpretation of the 1997 recorded final plat executed by Larry White.**

Excerpts from your December 17 Letter, quoting Counsel's Letter dated December 9:

- *Continued from our counsel's letter dated December 9, 2020:*
- *Because of the current requirement to plat roads as separate lots and not as easements over residential lots, only 4.7 acres of the Property is available for subdivision. Applying the minimum lot size of the Rural Residential zone this means that without the PUD this property could only contain four lots. The reference on the original plat including the Property as Tract A that it was intended for six lots with a minimum one-acre lot size did not vest the Property with a right to develop six lots, it simply stated an intention for the future. In considering the criteria discussed below it is important to compare the requested PUD to a subdivision under the existing land use regulations, not a PRESUMPTION that the Property is somehow entitled to six lots.*

(emphasis added by requester)

The owner of Creekside Estates PUD Phase II has a vested right to subdivide Tract A into six lots with six residences, per the Development Stipulations table on the Final Plat recorded on July 25, 1997 in the Grand County Recorder's Office. This calculation was made at the time due to the 6.48 acres contained within Phase II, which, at an allowable density of 1 lot / acre, results in six lots. Were the applicant's request for an amendment not approved, the applicant would be able to draw the lot lines across the current road easements to achieve the minimum sizes, as was done with Phase I, and still achieve six lots.

Please also note that your counsel is incorrect when she states that our Land Use Code requires roads to be platted as separate lots. This is not a requirement - it is County preference. Thus, your counsel's argument that the proposed amendment increases density is creative but legally flawed. The owner of Tract A has the right to place the road inside easements within each lot, as done in Phase I, which again would preserve his right to develop six lots on Tract A. Instead, the County has requested that the owner place the roads in a separate road parcel as it clarifies ownership and liability for both the owning entity as well as the lot owners in the subdivision.

3. **Please provide your interpretation as to how you concluded your findings of Section 9.2.7 of the LUC of all eleven criteria in evaluating the PUD.**

Excerpts from your December 17 Letter, quoting Counsel's Letter dated December 9:

- *Continued from our counsel's letter dated December 9, 2020:*

- As you know, the Grand County Land Use Code ("LUC") treats the PUD as a re-zone (SEE LUC 4.4.3.) Accordingly, Section 9.2.7 of the LUC requires the Commission to consider the eleven criteria (see attached letter dated December 9, 2020 Page 2) in evaluating the PUD. Consideration of the previously discussed criteria demonstrates that approving the PUD would not fulfill any of these purposes and would actually be a detriment to the community without any benefit EXCEPT to the developer. Just because the LUC permits planned unit developments in certain instances, it does NOT necessarily follow that THIS PUD is compatible with the General Plan and the LUC. If the criteria in the LUC are properly applied, it is clear the Commission should DENY the PUD and retain the existing requirement for minimum one-acre lots for the subject property.

Creekside Estates is an approved and vested Planned Unit Development which was platted in two phases in 1997 with the aforementioned Final Plat. The amendment to be considered by the Commission is a legislative action, meaning that the Commission has broad authority to approve or deny it. Thus, your counsel's emphasis on the role of the eleven criteria is misplaced. Specifically, Section 9.2.7 contains "Issues for Consideration" which are intended as guiding questions. A legislative proposal need not fail because one or even many of the criteria cannot be met.

Our Planning Commission stated their reasons in considering the request during their public hearing on September 28, 2020. Staff has considered Section 9.2.7 in the following manner:

A. *Was the existing zone for the property adopted in error?*

The existing zone is Rural Residential with an existing PUD overlay applied. Neither were adopted in error.

B. *Has there been a change of character in the area (e.g., installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.)?*

Yes, there has been development in the area since the plat was approved in 1997, including on the lots approved by the original plat.

C. *Is there a need for the proposed use(s) within the area or community?*

The proposed use is an already entitled development right. Smaller lots can be beneficial to potential owners for many reasons, most notably providing additional housing stock in a more affordable configuration.

D. *Will there be benefits derived by the community or area by granting the proposed rezoning?*

The proposed larger lot would be preserved as an agricultural use, which can benefit the area as a small farm, as a visual buffer from development, and to preserve other uses in the area. Additionally any provision of housing helps relieve Grand County's lack of housing. And, smaller lot configurations provide the possibility for more affordable development.

E. *Is the proposal in conformance with the policies, intents and requirements of Grand County General Plan, specifically the plan's zoning map amendment guidelines (see pages 44-48 of the Grand County General Plan)?*

Yes, a Planned Unit Development is a tool codified in the Grand County Land Use Code and as such is supported by the General Plan.

F. *Should the development be annexed to a city?*

No.

G. *Is the proposed density and intensity of use permitted in the proposed zoning district?*

Yes. There is no additional density or intensity proposed in this application.

H. *Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts?*

Yes, the smaller lots would have a smaller development footprint and preserve agricultural land.

I. *Are the proposed uses compatible with the surrounding area or uses; will there be adverse impacts; and/or can any adverse impacts be adequately mitigated?*

Yes, the proposed use is residential and agricultural, as are the surrounding uses. Any adverse impacts can be adequately mitigated.

J. *Are adequate public facilities and services available to serve development for the type and scope suggested by the proposed zone? If utilities are not available, could they be reasonably extended? Is the applicant willing to pay for the extension of public facilities and services necessary to serve the proposed development?*

Yes, the developer will provide for all the required utilities.

K. *Does the proposed change constitute "spot zoning"?*

No, there is already an approved PUD for the property.

4. Please provide your interpretation as to why the County would benefit the developer only and not consider following the LUC and listen to the neighborhood outcry...

This is a leading question, and so staff declines to answer. The County Commissioners will take the concerns of both the property owner and neighborhood residents into consideration.

I hope this interpretation is to your satisfaction and helps to elucidate some of these issues.

Thank you,



Mila Dunbar-Irwin
Planning & Zoning Director
Grand County, UT
435-259-1371
mdi@grandcountyutah.net

CC:

Christina Sloan, Grand County Attorney
Mary McGann, Grand County Commission Chair
Chris Baird, Grand County Commission Administrator

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

JANUARY 19, 2021

Agenda Item: D

TITLE:	Approving Executive Order adopting COVID-19 Sick Leave during the 2021 Pandemic Period
FISCAL IMPACT:	
PRESENTER(S):	Renee Baker, Personnel Services Director

Prepared By:

Renee Baker
Personnel Services
Director
435-259-1323
rbaker@grandcountuytah.net

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the Executive Order dated January 19, 2021, adopting COVID-19 Sick Leave during the 2021 Pandemic Period.

BACKGROUND:

The original Executive order date April 1st, 2020 was created because the Families First Coronavirus Response Act required that as a public employer we provide paid Sick leave and expanded Family and Medical Leave for COVID related reasons.

Grand County's Executive Order dated April 1st, 2020, expired on 12/31/2020 along with the federal requirement to provide paid COVID sick leave and EFMLA to employees.

My recommendation would be to continue the use of COVID paid sick leave and Expanded Family Medical Leave as defined in this Executive Order, while Grand County is under a Locally Declared Emergency so that employees do not need to choose between coming into work or depleting their own sick leave while they are sick.

COVID paid sick leave and the expanded does remain a “reimbursable” expense under the CARES act funding that we received in 2020. However we have enough expenses to cover funding we received, this would add to the padding of allowable expenses should an expense be deemed not allowable in the future.

ATTACHMENT(S):

-REDLINED EXECUTIVE ORDER DATED JANUARY 19TH, 2021

-ORIGINAL EXECUTIVE ORDER DATED APRIL 1ST, 2020

- US DOL NEWS RELEASE- PUBLISHED GUIDANCE ON EXPIRATION OF PAID SICK LEAVE



EXECUTIVE ORDER

APRIL 1, 2020 - January 19th, 2021

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AN EXECUTIVE ORDER ADOPTING COVID-19 SICK LEAVE DURING THE 2021 PANDEMIC PERIOD

WHEREAS, Grand County Council has declared the Council Administrator as the Chief Executive Officer in executive order dated, March 17th 2020, with all administrative and executive powers, except those reserved for independently elected officials;

WHEREAS, the U.S. Center for Disease Control and World Health Organization have declared pandemic status for the COVID-19 (Coronavirus) Virus; and,

WHEREAS, use of regularly provided benefits under Section F. of the Grand County Employee Handbook may not be available to all employees or may limit some employees, and

WHEREAS, the Utah Retirement System (URS) has agreed that during the pandemic time period, the grant of a temporary paid sick leave to all employees shall not be construed as a “normally provided benefit” under Section F. of the Grand County Employee Handbook, for URS calculation purposes; and

WHEREAS, the Grand County Commission Council Administrator finds that it is in the best interest of the County to adopt the attached COVID-19 Sick Leave Policy;

NOW, THEREFORE, the Grand County Commission Council Administrator does hereby adopt the attached COVID-19 Sick Leave Policy

DATED this 1st day of April, 2020-this 19th day of January, 2021

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Mary McGann

Grand County Commission Council Chair

COVID-19 (CORONAVIRUS) SICK LEAVE POLICY

During the 2020-2021 COVID-19 pandemic period, the County has provided a new COVID-19 Sick Leave that may be utilized by all eligible employees. Employees must follow these policies as well as all other Personnel Policies during this pandemic period.

- A. COVID-19 Sick Leave may be used April 1st and continue through the 2020-2021 pandemic period. The sick leave is allowed for all employees, part-time, full-time and seasonal who are assigned a regularly scheduled shift. Employees are eligible for up to 10 days of COVID-19 Sick Leave pursuant to the terms and conditions below.
 - i. COVID-19 sick leave may be used for your personal illness related to COVID-19, when an employee is unable to work or telework, for the following reasons:
 - 1. Employee is subject to federal state or local quarantine or isolation related to COVID-19.
 - 2. Employee has been advised by a health care provider to self-quarantine due to COVID-19.
 - 3. Employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
 - ii. COVID-19 sick leave may be used for the care of an immediate family member related to COVID-19, or to care for a child or children who cannot attend school or daycare, when an employee is unable to work or telework, for the following reasons:
 - 1. Employee is caring for an immediate family member that is subject to federal, state, or local quarantine or isolation related to COVID-19
 - 2. Employee is caring for an immediate family member that has been advised by a health care provider to self-quarantine due to COVID-19.
 - 3. Employee is caring for a child whose school or date care is closed due to COVID-19
 - iii. Employees using COVID-19 Sick Leave for personal care are eligible to be paid at their regular rate of pay up to \$511/ day and a total of \$5110 for the 10 days.
 - iv. Employees using COVID-19 Sick Leave for the care of others are eligible to be paid at 2/3 their regular rate up to \$200/ day and a total of \$2000 for the 10 days.
 - v. Employees who are full time are allowed to take up to 80 hours of COVID-19 Sick Leave.
 - vi. Employees who are part time are allowed COVID-19 Sick Leave up to the number of hours they have previously worked on average in a 2-week period at their full regular rate.
- B. Emergency Family and Medical Leave Expansion Act
 - i. Employees with minor children (under 18 years of age) who have worked for Grand County at least 30 calendar days prior to request for leave and who are unable to work or telework due to the closure of their child's school or day care for more than 5 consecutive days due to the public health emergency will be

granted up to 10 weeks of paid leave under Emergency Family and Medical Leave Expansion Act

1. Both Part-time and Full-time Employees are eligible for EFMLA.
2. The first 10 days in which you take leave under EFMLA is unpaid leave. The employee can supplement vacation or sick leave, or use the COVID-19 Sick Leave described above.
3. After the 10 days, employees will be compensated 2/3 of their hourly wage for a maximum of 10 weeks in the event schools and daycares are still closed.
4. Employees who are full time hours will be based off of 40 hours per week.
5. Employees who are part time are eligible for leave for the number of hours that the employee is normally scheduled to work over the same 12-week period.
6. In no event shall an employee be paid more than \$200 per day or a total of \$10,000 for the duration of their leave under the Emergency Family and Medical Leave Expansion Act

C. This policy shall be in place from April 1*, 2020 through December 31*, 2020 and may be extended or rescinded as needed by decision of the Grand County Council Administrator.

C. This policy shall remain in effect as long as Grand County has a Declaration of Local Emergency, and may be rescinded as needed by decision of the Grand County Commission.

- D. Use of COVID-19 Sick Leave shall not be an accrued or banked as a benefit but is only to be used with supervisory approval during the pandemic period. Employees are responsible to communicating to their supervisor and Personnel Services Director prior to COVID-19 Sick Leave or Emergency FMLA being used.



EXECUTIVE ORDER

APRIL 1, 2020

AN EXECUTIVE ORDER ADOPTING COVID-19 SICK LEAVE DURING THE 2020 PANDEMIC PERIOD

WHEREAS, the U.S. Center for Disease Control and World Health Organization have declared pandemic status for the COVID-10 (Coronavirus) Virus; and,

WHEREAS, use of regularly provided benefits under Section F. of the Grand County Employee Handbook may not be available to all employees or may limit some employees, and

WHEREAS, the Utah Retirement System (URS) has agreed that during the pandemic time period, the grant of a temporary paid sick leave to all employees shall not be construed as a “normally provided benefit” under Section F. of the Grand County Employee Handbook, for URS calculation purposes; and

WHEREAS, the Council Administrator finds that it is in the best interest of the County to adopt the attached COVID-19 Sick Leave Policy;

NOW, THEREFORE, the Grand County Council Administrator does hereby adopt the attached COVID-19 Sick Leave Policy for the duration of the declaration of local, state, or national emergency.

DATED this 1st day of April, 2020



Mary McGann

Grand County Council Chair



U.S. DEPARTMENT OF LABOR

News Release

U.S. DEPARTMENT OF LABOR PUBLISHES GUIDANCE ON EXPIRATION OF PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE FOR CORONAVIRUS

WASHINGTON, DC – The U.S. Department of Labor's Wage and Hour Division (WHD) today announced additional guidance to provide information to workers and employers about protections and relief offered by the Families First Coronavirus Response Act (FFCRA). The FFCRA's paid sick leave and expanded family and medical leave requirements will expire on Dec. 31, 2020.

The new guidance, in the form of [Frequently Asked Questions](#) on the WHD website, addresses whether workers who did not use their leave entitlement under the FFCRA in 2020 may use such leave after Dec. 31, 2020. It also explains how WHD will maintain its enforcement authority over employers' leave responsibilities while the FFCRA's paid leave requirements were in effect, even after these leave entitlements have expired.

Additionally, the Consolidated Appropriations Act (CAA), 2021, extended employer tax credits for paid sick leave and expanded family and medical leave voluntarily provided to employees until March 31, 2021. However, the CAA did not extend employees' entitlement to FFCRA leave beyond Dec. 31, 2020, meaning employers will no longer be legally required to provide such leave.

"The Wage and Hour Division is attuned to the critical need for American workers and employers to understand this relief program as they deal with the effects of this crisis on the workplace," said Wage and Hour Division Administrator Cheryl Stanton. "The guidance we issued today provides clarity around some of the novel issues that the FFCRA's expiration raises. We remain committed to providing as many tools and as much information as possible to all parties."

The FFCRA helps the U.S. combat and defeat the workplace effects of the coronavirus by giving tax credits to American businesses with fewer than 500 employees to provide employees with paid leave, either for certain of the employee's own health needs or to care for family members, for certain reasons related to COVID-19. Please visit WHD's "[Quick Benefits Tips](#)" for information about how much leave workers are qualified to use, and the wages employers were required to pay. By extending these tax credits to employers who voluntarily provide FFCRA leave, the CCA enables employers to provide paid leave, while at the same time ensuring that workers are not forced to choose between their paychecks and the public health measures needed to combat the virus.

WHD provides updated information on its [website](#) to ensure that workers and employers have the information they need about the benefits and protections of this law. The agency also provides information on common issues employers and employees face when responding to the coronavirus and its effects on wages and hours worked under the Fair Labor Standards Act and on job-protected leave under the Family and Medical Leave Act at <https://www.dol.gov/agencies/whd/pandemic>

For further information about the coronavirus, please visit the [Centers for Disease Control and Prevention](#).

WHD's mission is to promote and achieve compliance with labor standards to protect and enhance the welfare of the nation's workforce. WHD enforces federal minimum wage, overtime pay, recordkeeping and child labor requirements of the Fair Labor Standards Act. WHD also enforces the paid sick leave and expanded family and medical leave requirements of the Families First Coronavirus Response Act, the Migrant and Seasonal Agricultural Worker Protection Act, the Employee Polygraph Protection Act, the Family and Medical Leave Act, wage garnishment provisions of the Consumer Credit Protection Act, and a number of employment standards and worker protections as provided in several immigration related statutes. Additionally, WHD administers and enforces the prevailing wage requirements of the Davis-Bacon Act and the Service Contract Act and other statutes applicable to federal contracts for construction and for the provision of goods and services. For more information about the laws enforced by WHD, call 866-4US-WAGE, or visit www.dol.gov/agencies/whd.

The mission of the Department of Labor is to foster, promote and develop the welfare of the wage earners, job seekers and retirees of the United States; improve working conditions; advance opportunities for profitable employment; and assure work-related benefits and rights.

Agency: Wage and Hour Division

Date: December 31, 2020

Release Number: 20-2338-NAT

Contact: Eric Holland**Phone Number:** [202-693-4676](tel:202-693-4676)**Email:** holland.eric.w@dol.gov

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COVID-19 (CORONAVIRUS) SICK LEAVE POLICY

During the 2020 COVID-19 pandemic period, the County has provided a new COVID-19 Sick Leave that may be utilized by all eligible employees. Employees must follow these policies as well as all other Personnel Policies during this pandemic period.

- A. COVID-19 Sick Leave may be used April 1st and continue through the 2020 pandemic period. The sick leave is allowed for all employees, part-time, full-time and seasonal who are assigned a regularly scheduled shift. Employees are eligible for up to 10 days of COVID-19 Sick Leave pursuant to the terms and conditions below.
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 1. Both Part-time and Full-time Employees are eligible for EFMLA.

2. The first 10 days in which you take leave under EFMLA is unpaid leave. The employee can supplement vacation or sick leave, or use the COVID-19 Sick Leave described above.
 3. After the 10 days, employees will be compensated 2/3 of their hourly wage for a maximum of 10 weeks in the event schools and daycares are still closed.
 4. Employees who are full time hours will be based off of 40 hours per week.
 5. Employees who are part time are eligible for leave for the number of hours that the employee is normally scheduled to work over the same 12-week period.
 6. In no event shall an employee be paid more than \$200 per day or a total of \$10,000 for the duration of their leave under the Emergency Family and Medical Leave Expansion Act
- C. This policy shall be in place from April 1st, 2020 through December 31st, 2020 and may be extended or rescinded as needed by decision of the Grand County Council Administrator.
 - D. Use of COVID-19 Sick Leave shall not be an accrued or banked as a benefit but is only to be used with supervisory approval during the pandemic period. Employees are responsible to communicating to their supervisor and Personnel Services Director prior to COVID-19 Sick Leave or Emergency FMLA being used.

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
JANUARY 19, 2021

Agenda Item: E

TITLE:	Approval of Rules and Regulations and Minimum Standards for the Canyonlands Regional Airport
FISCAL IMPACT:	None
PRESENTER(S):	Andy Solsvig, Airport Director

Prepared By:

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Airport Director
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FOR OFFICE USE ONLY:

Attorney Review:

Christina Sloan
County Attorney
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RECOMMENDATION:

I move to adopt the proposed Ordinance approving the Rules and Regulations and Minimum Standards for the Canyonlands Regional Airport.

BACKGROUND:

Rules and Regulations -

Airports adopt Rules and Regulations intending to ensure the safe and efficient operations at an airport while governing the conduct of employees, tenants, public and users as their activities relate to the general guidance for safety, security, compliance, and business.

The previous and current Airport administration with the assistance of the County Attorney has spent the past few years refining the Rules and Regulations document in order to adopt a set of standards specific to CNY. The process included using several versions from other airports while collecting input from tenants and stakeholders. The proposed document has been reviewed and updated to reflect all changes while addressing questions and concerns.

The Airport board reviewed, discussed and accepted the CNY Airport Rules and Regulations on January 4, 2021 and is recommending adoption by the Grand County Commission.

Minimum Standards -

Although airport minimum standards are optional, the FAA highly recommends implementing policies as a means to minimize the potential for violations of Federal obligations while governing activities on the airport.

Minimum Standards for aeronautical activities are different than Rules and Regulations based on the minimum requirements and policies associated with a business or development interest at the Airport and an ability to enforce compliance.

Grand County, with input from Airport Management, the Grand County Airport Board, County Attorney and Airport Tenants and Users, developed and adopted these Minimum Standards (the "Standards") to protect the best interests of the public and promote CNY in a reasonable manner by

requiring a minimum level and quality of products, services and facilities required of aeronautical businesses at the Canyonlands Regional Airport. These Standards are designed to provide reasonable opportunity, without unjust discrimination, for the non-exclusive conduct of commercial aeronautical activities at the airport.

The Lease Agreement Template provides a sample agreement outlining the general terms and conditions for any interested entity desiring to lease space at the airport.

The Airport board reviewed, discussed and accepted the CNY Minimum Standards and Lease Agreement Template on January 4, 2021 and is recommending adoption by the Grand County Commission.

Additional Note -

The County Attorney recommends approval of these items by Ordinance so that they may be enforced as law at the airport.

ATTACHMENT(S):

1. Proposed Ordinance
2. Rules and Regulations
3. Minimum Standards
4. Appendix B to Minimum Standards (Lease Agreement)
5. Appendix C to Minimum Standards (COI)

GRAND COUNTY, UTAH
ORDINANCE NO. _____ (2021)

**APPROVING THE RULES AND REGULATIONS AND MINIMUM STANDARDS FOR
CANYONLANDS REGIONAL AIRPORT**

WHEREAS, under Utah Code § 17-10-203(1), the County may acquire, establish, construct, expand, own, lease, control, equip, improve, maintain, operate, regulate, and police airports for the use of aircraft and may use for these purposes any available property that is owned or controlled by the county;

WHEREAS, on June 3, 1965, the Canyonlands Regional Airport (“CNY”) was established after the transfer of lands under Patent No. 1238351 (the “Patent”) from the United States of America to Grand County;

WHEREAS, under Utah Code § 17-10-204 and the terms of the Patent, CNY is owned, leased, controlled and occupied only for public and governmental purposes;

WHEREAS, as provided in Utah Code § 17-50-302, the County may exercise powers and perform functions that are reasonably related to the “safety, health, morals, and welfare of County inhabitants;”

WHEREAS, in further exercise of the County’s general powers, as provided in Utah Code § 17-53-223, the county may “pass all ordinances and rules and make all regulations, not repugnant to law, necessary for carrying into effect or discharging the powers and duties conferred by this title, and as are necessary and proper to provide for the safety, and preserve the health, promote the prosperity, improve the morals, peace, and good order, comfort, and convenience of the county and its inhabitants, and for the protection of property in the county;”

WHEREAS, CNY is a federally obligated airport and therefore subject to the Grant Assurances of the Federal Aviation Administration (“FAA”);

WHEREAS, the FAA recommends adoption of Minimum Standards, which may include additional Rules and Regulations, as a means to minimize the potential for violations of Federal obligations at federally obligated airports;

WHEREAS, in light of the recent terminal and runway expansions, increased deplanements, and general recent County growth, upon consideration of this matter at a public meeting, the Grand County Commission (the “Commission”) determined that the Rules and Regulations and Minimum Standards for CNY are in the best interests of the public;

NOW, THEREFORE, BE IT ORDAINED that the Grand County Commission hereby adopts the Rules and Regulations and the Minimum Standards for the Canyonlands Regional Airport dated January 19, 2021.

ADOPTED by the Commission in a public meeting on January 19, 2021 as follows:

Those voting aye:

Those voting nay:

Those absent:

Grand County Commission:

ATTEST:

Mary McGann, Chair

Quinn Hall, Clerk/Auditor

EXHIBIT A

CANYONLANDS REGIONAL AIRPORT



RULES AND REGULATIONS

RECORD OF CHANGED MATERIAL

Canyonlands Regional Airport

Rules and Regulations

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INTRODUCTION

The Canyonlands Regional Airport (the “Airport” or “CNY”) is the primary commercial and general aviation air transportation facility for the Southeastern region of the state of Utah. The Airport is owned and managed by Grand County (the “County”), located approximately 16 miles north of Moab, UT and does not have any jurisdiction or regulatory authority on adjacent public land or within the airspace of the United States of America. CNY is an economic driver to the local communities, Grand County, and the region.

Grand County, with input from Airport Management, the Airport Board, and Airport Users, developed and adopted these Rules and Regulations (the “Regulations”) to protect the best interests of the public and promote CNY in a reasonable manner at the Canyonlands Regional Airport. These Regulations are designed to establish expectations, codes of conduct, guidance, and enforcement.

The County reserves the right to review and amend these Standards from time to time and may promulgate revisions deemed necessary to address proposed aeronautical activities or to protect or improve the Airport or the quality of service provided to the public.

It should be emphasized that this document specifies the Airport Policies that must be met to conduct aeronautical activities at the Airport. Applicants and Operators are encouraged to exceed these minimums whenever possible.

1. DEFINITIONS

- 1.1. *ACM (Airport Certification Manual)* – The manual certified by the FAA to comply with Part 139 requirements.
- 1.2. *Aeronautical Activity* – Any activity conducted on Airport property which involves or makes possible the operation of aircraft or which contributes to or is required for the safe operation of aircraft.
- 1.3. *Aircraft* – A generic term used to identify all types of aviation equipment to include airplanes, helicopters, ultra-lights, gliders, powered parachutes, etc.
- 1.4. *Airport (“Airport” or “CNY”)* – The property allocated for the operation of Canyonlands Regional Airport (CNY) located on Grand County property in the State of Utah, as depicted on the current Airport Layout Plan.
- 1.5. *Airport Board* – The County Airport Board, a volunteer advisory board to the County Council.
- 1.6. *Airport Layout Plan* – The current approved, scaled dimensional layout diagram of the entire Airport property, indicating current proposed usage from each identifiable segment as approved by the Federal Aviation Administration and the County.
- 1.7. *Airport Management* - The administration of the Airport includes the Airport Director, Operations Manager, or any other designee on duty and working at the airport on behalf of the County assisting in the operation of the Airport.
- 1.8. *Airport Rules and Regulations* – Rules as may be promulgated and adopted from time to time by Grand County to protect the public health, safety, interest and welfare of the Canyonlands Regional Airport.
- 1.9. *Airport Users* – Users of Airport facilities, including but not limited to commercial operators, individual pilots, aircraft owners, hangar owners, tenants, tie-down renters and any other users that operate or visit the airport. Airport Users do not include the general public and customers of commercial operators.
- 1.10. *Airside* – The airside portion of the Airport is defined as the areas inside the perimeter fence without any man-made barrier between areas where aircraft take-off, land, taxi, and park. Areas inside the perimeter fence are considered airside.
- 1.11. *AMA (Airport Movement Area)* – Areas of the Airport where aircraft transition from flight to the ground and move to and from aprons, including runways, taxiways, and taxi-lanes.
- 1.12. *ARFF (Aircraft Rescue & Firefighting)* – A firefighter employed by Grand County and certified by the FAA for response to aviation related accidents at the airport. According to FAA Title 14 Part 139, ARFF personnel are only required to be available during periods of scheduled commercial flights.
- 1.13. *ASP (Airport Security Program)* – The security program established for CNY following 49 CFR 1542 – Airport Security and approved by the Transportation Security Administration (TSA).
- 1.14. *County* – Grand County, a political subdivision of the State of Utah.
- 1.15. *County Council* – The legislative body for Grand County.

- 1.16. *CTAF (Common Traffic Advisory Frequency)* – The frequency that aircraft use to announce intentions and communicate with other aircraft in the airport traffic pattern or while on an airport movement area. The CTAF frequency is 122.800.
- 1.17. *Customer* - Any individual or organization conducting business at the airport.
- 1.18. *Department* - Shall mean the Grand County Utah Airport Department.
- 1.19. *Destructive device* - Means a projectile containing an explosive, incendiary material, or other chemical substance, or a bomb, grenade, missile, or any other device creating an unreasonable risk of harm to persons or property.
- 1.20. *Director* – The Airport Director or their designee of the Canyonlands Regional Airport as selected by Grand County and is tasked with the authority to enforce these Minimum Airport Policies.
- 1.21. *Drop Zone* – The area designated on the ALP/AMP for parachute and landing operations.
- 1.22. *Employee* - Shall mean any person working for any individual, firm, company, or agency doing business on or located on the Airport.
- 1.23. *Employer* - Shall mean the individual or individuals in charge of any firm, company, or agency doing business on or located on the Airport.
- 1.24. *Entity* – A person, persons, firm, partnership, limited liability company, unincorporated proprietorship, association, group or corporation.
- 1.25. *FAA (Federal Aviation Administration)* – A division of the United States Department of Transportation that regulates aircraft and airspace.
- 1.26. *FAR (Federal Aviation Regulations)* – Rules prescribed by the FAA governing all aviation activities in the United States which can be found in the Code of Federal Regulations (CFR).
- 1.27. *FBO (Fixed Base Operator)* – An organization granted the right by an airport to operate at the airport and provide aeronautical services such as fueling, hangering, tie-down and parking, aircraft rental, aircraft maintenance, flight instruction, and similar services.
- 1.28. *Flying Club* – Any combination in which three or more persons are associated (directly or indirectly) as individuals or as any association or legal Entity to provide such persons the privilege of piloting club-owned aircraft based on the Airport. The flying club shall be operated on a non-profit basis so that it does not receive greater revenue than the amount necessary for the operation, maintenance, acquisition and replacement of its aircraft. The non-profit status shall be substantiated by documentary proof from the Internal Revenue Service.
- 1.29. *FOD (Foreign Object Debris)* – Any object, live or not, located in an inappropriate location in the airport environment that has the capacity to injure airport or air carrier personnel and damage aircraft.
- 1.30. *Landside* – Area within the boundaries of the Airport property but on the outside of the perimeter fence.
- 1.31. *Leased Premises (“Premises”)* - Means, collectively, the land, the improvements and the equipment, together with any and all other property and interest in property conveyed to the County pursuant to the deeds, bills of sale, land transfer patent or other documents executed in connection with the purchase of the land, the improvements and the equipment by the County.

- 1.32. *No Drop Zone* – All other areas of the Airport not expressly included within the boundaries of the Drop Zone.
- 1.33. *Non-Aeronautical Activity* – Any activity conducted on Airport property that does not involve the operation of an aircraft or that contributes to or is required for the safe operation of aircraft.
- 1.34. *Operation* – The act of an aircraft landing at or taking off from an airport.
- 1.35. *Operator* – Any individual, firm, partnership, corporation, person, operator, association or company and includes trustee, receiver, assignee or similar representative thereof desiring to engage in an aeronautical business activity.
- 1.36. *Parachute Operation* – The performance of all activity for the purpose of, or in support of, a parachute jumping or a parachute drop. Parachute operations may involve, but is not limited to, the following: parachutist; parachutist in command; passenger in tandem parachute operations; drop zone owner or operator; jump master; certificated parachute rigger; or pilot.
- 1.37. *Pedestrian* - A person walking along a road or in a developed area.
- 1.38. *Permission* - Shall mean authorization granted by the Airport Director unless otherwise specifically provided.
- 1.39. *Tenant* - An individual, partnership, corporation or other business entity, and its agents, employees, representatives, and subtenants which occupies or controls all or part of Airport areas, buildings or other facilities which they lease from the Airport.
- 1.40. *TSA (Transportation Security Administration)* – An agency of the U.S. Department of Homeland Security that has authority over the security of the traveling public in the United States.
- 1.41. *Vehicles* - Shall mean and include automobiles, trucks, buses, motorcycles, animal-drawn vehicles, bicycles, push carts, tugs, bag belts, and any other device in or upon or by which any person or property is or may be transported, carried or drawn upon land.

2. GENERAL RULES AND REGULATIONS

2.1. GENERAL

- 2.1.1. These Airport Rules and Regulations (“Regulations”) are designed to establish conditions, requirements, reservations, expectations, codes of conduct, guidance, and enforcement for all Airport Users, Customers, and the general public at CNY.
- 2.1.2. In the event these Regulations, as they now exist or are hereafter amended, conflict with applicable Federal Aviation Regulations (FAR), the latter shall be deemed to control. If one or more clauses, sections or provisions of these Regulations shall be held to be unlawful, invalid or unenforceable by final judgment of any court or competent jurisdiction, the invalidity of such clauses, sections or provisions shall in no way affect any other clauses, sections or provisions of these Regulations.
- 2.1.3. Some Airport Regulations may not pertain to scheduled commercial air carrier operations under Federal Aviation Regulation 14 CFR Part 121 or to military operations as other rules or regulations may apply.
- 2.1.4. All activities at the Canyonlands Regional Airport are subject to and must comply with all existing and future applicable laws, ordinances, and Regulations of the Canyonlands Regional Airport, Grand County, Utah, the State of Utah, the Federal government and all other governmental bodies having jurisdiction.

2.2. AUTHORITY TO ADOPT RULES AND REGULATIONS

- 2.2.1. The County shall promulgate rules and regulations to govern the operation and control of the Airport and fixing fees, rates and charges, subject to approval by the County Council. Any person, firm, partnership, association or corporation who shall violate these Rules and Regulations shall, upon conviction thereof in any court of competent jurisdiction, be deemed guilty of a misdemeanor.
- 2.2.2. Each day a violation of these Rules and Regulation shall continue, shall constitute a separate offense. Each misdemeanor shall be punishable by a fine or imprisonment or by both such fine and imprisonment.

2.3. RESPONSIBILITY TO UNDERSTAND RULES & REGULATIONS

- 2.3.1. Airport Users shall be responsible for understanding and compliance with these Regulations.

2.4. DOCUMENTS

- 2.4.1. All plans, programs, and adopted agreements are living documents that describe the airport, its layout, future developments, Rules and Regulations, Minimum Standards, and general policies and procedures for operating at CNY.
- 2.4.2. The County reserves the right to change any document to meet the future needs of the Airport in the best interests of the County and its users. As a part of the planning process, it is the County’s intent to inform users, entities, and the

general public of proposed improvements or changes and to request and consider any and all comments.

2.5. DIRECTOR

2.5.1. The Director is a full-time employee of the County, the County's department head for the Airport, and reports to the County Council Administrator. The Director, or designee, is authorized to take all reasonable actions necessary to protect and safeguard the public while present at the Airport and oversee all Airport operations consistent with these Airport Regulations, those of the FAA related to airport operations, State law, and County ordinances, which actions shall be governed by these Rules and Regulations and the Airport Minimum Standards.

2.6. AIRPORT BOARD

2.6.1. The Airport Board was formed by Grand County Ordinance No. 467 in 2008, and its Bylaws were adopted by Grand County Resolution No. 3138 in 2018. The Board serves as an advisory board to the County Council, which has the final authority on all Airport-related issues. The Airport Board consists of nine (9) individuals, one non-voting airport staff member (Director or designee), one non-voting County Council member liaison, and seven voting members. Of the voting members, five are at-large members who are residents of Grand County, one member is appointed by the Travel Council, and one member is appointed by the City of Moab.

2.7. COMPLIANCE WITH RULES AND REGULATIONS

2.7.1. Any permission granted by the County or the Director, directly or indirectly, expressly or by implication, to any person or persons to enter or use the Airport or any part thereof (including aircraft operators, crew members or passengers, spectators, operators of pleasure and commercial vehicles, officers and employees of airlines and any other persons occupying space within the Airport, persons doing business with the County, its Users or sub-tenants and permittees, and any other person whatsoever) is conditioned upon strict compliance with these Rules and Regulations and payment of such rates, fees or charges as may be established by the County.

2.8. CERTIFIED PART 139 AIRPORT

2.8.1. The Airport holds a current certificate under FAR Part 139. The Director is responsible for overseeing the compliance of these regulations. Compliance is explained within the Airport Certification Manual. CNY is identified as a Class I, Index A, Category IV airport.

2.9. AIRFIELD CONDITION

- 2.9.1. In the event Airport management believes the conditions of the Airport are unsafe for landings or takeoffs, it shall be within their authority to issue a NOTAM to close the Airport, or any portion thereof, for a reasonable period of time so that those unsafe conditions may be corrected as outlined in the ACM. Unscheduled closures of the airport will be announced over UNICOM frequency at regular intervals for a reasonable amount of time, given the particular cause of closure, by the Director or designee.

2.10. AIRPORT DEVELOPMENT

- 2.10.1. The County reserves the right to further develop or improve the Airport as it seems fit, including the right to use or take property under lease with just and reasonable compensation.
- 2.10.2. The County is not obligated to provide or construct infrastructure connecting taxiways for commercial Operators. The County's ability to construct infrastructure is limited to the availability of funds which may be dedicated to higher priority projects on the Airport. Prospective operators should expect to fund all facility and infrastructure needs (building, parking lots, ramps/aprons, connecting taxiway(s), drainage (per the Airport drainage plan), electrical, propane gas, telephone, and cable TV as examples) as part of the proposed project.

2.11. WAIVER OF PROVISIONS

- 2.11.1. Airport Management may, at its discretion and on behalf of the County, waive all or any portion of these Regulations for the benefit of any government, governmental agency, military, or public service Entity performing non-profit public services to the aircraft industry, or performing air search and rescue operations, or performing fire prevention or firefighting operations, but only to the extent permitted by the rules of the FAA and Utah law.

2.12. NON-DISCRIMINATION

- 2.12.1. Premises are to be operated for the use and benefit of the public. Operators, their agents and employees shall not discriminate against any person or class of persons by reason of race, color, creed or national origin in providing any services in the use of any of its facilities provided for the public in any manner. The Operator further agrees to comply with enforcement procedures as the United States might demand that Grand County take in order to comply with the Airport's Federal Grant Assurances. Non-discrimination also means:
- 2.12.1.1. To furnish good, prompt and efficient services adequate to meet the demands for its service at the Airport;
- 2.12.1.2. To furnish said services to all Customers thereof; and

2.12.1.3. To charge reasonable prices for each unit of sale or service, provided that the Operator may be allowed to make reasonable discounts, rebates or other similar types of price reductions to volume purchasers.

2.13. COMMERCIAL ACTIVITIES

- 2.13.1. Entities shall use the Airport for the purpose of carrying out commercial activity in accordance with the Airport Minimum Standards. The County reserves the right to license all commercial operations and assess charges as appropriate.
- 2.13.2. Activities approved by operating permit, use or operations agreement, license, lease or sublease, shall be restricted to the activities specifically described in the permit, agreement or lease, which agreements shall be in a form satisfactory to the County.

2.14. VALID CERTIFICATE OF INSURANCE

- 2.14.1. Airport Users shall secure such insurance with a Utah-licensed insurance carrier as the County requires.
- 2.14.2. The amounts of said insurance shall not be deemed a limitation on the Airport User's liability to the County. Copies of insurance will be shared with the County by Airport Users having valid leases, subleases, agreements or holders of operating permits on or in Airport property, and by any contractor, subcontractor, construction company, or contracted service provider functioning on or in Airport property.
- 2.14.3. All policies shall name the County, its officers, employees, and agents as additional insured.

2.15. SUSPENSION OF ACTIVITIES

- 2.15.1. The Director may suspend or restrict any or all operations if within reasonable consideration and in the best interest of safety, without regard to weather conditions or other considerations, whenever such action is deemed necessary.

2.16. PUBLIC USE

- 2.16.1. The Airport shall be open for public use. The operation of the airport is subject to regulations or restrictions due to weather, the conditions of the Airport operational area, special events, capital improvement projects, and other situations which may disrupt normal operations or use. The Airport is sponsored by the County for the use, benefit, and enjoyment of the public and customers. The County has the right to limit, restrict, or prohibit any activities or entities from the airport to protect the public.
- 2.16.2. Airport User fees of this public use Airport are established to support the maintenance and improvements of the Airport. All of the revenue derived from these fees will be used for the operation of the Airport.

2.17. OBSTRUCTION OF PUBLIC USE

- 2.17.1. No person shall travel by foot or vehicle on any portion of the Airport except upon the roads, walks, or places provided for that particular class of traffic; nor occupy the roads or walks in such manner as to hinder or obstruct their proper use.

2.18. OBSTRUCTION OF AIRPORT USE

- 2.18.1. No person shall obstruct, impair, or unreasonably interfere with the passage of safe, orderly, efficient use of the Airport by any other person, vehicle, or aircraft.

2.19. RESTRICTED AREAS

- 2.19.1. No person shall enter any restricted area of the Airport posted as being closed to the public, except authorized and trained Airport Users and representatives of the County. Airport Movement Areas are closed to the public and no Airport User shall permit any unauthorized person to gain access to the restricted areas by private or common passageways or through private areas. Nothing herein contained shall be construed to limit the use of any area, or portion of the Airport, by officers or employees of the County, or by contractors acting specifically on behalf of the Department or to prevent any law enforcement officer, fire fighter, or other public officer or employee from entering upon any part of the Airport when properly required in the performance of their official duties.

2.20. SELLING, SOLICITING, AND ENTERTAINING

- 2.20.1. No person, except those authorized by contract with the County or permission of the Director, shall in or upon any area, platform, space, waiting room or other appurtenance of the Airport:

- 2.20.1.1. Solicit alms or funds for any purpose whatsoever;
- 2.20.1.2. Sell, or offer for sale, any article or merchandise;
- 2.20.1.3. Solicit any business or trade; including ground transportation without authorization; or
- 2.20.1.4. Entertain any person(s) by singing, dancing or playing any musical instrument;

provided, however, that nothing in this Section 2.20.1 shall prohibit a Lessee from selling merchandise from their Leased Premises related to their permitted use.

2.21. DEMONSTRATIONS

- 2.21.1. Picketing or other demonstrations shall be confined to locations specifically designated by the Director. Further, any person or persons wishing to protest, demonstrate, or otherwise communicate views to the public at the Airport will provide written notice of the intent to do so to the Director not less than three

business days prior to engaging in such activity and must follow all County ordinances.

2.22. RESPONSIBILITY FOR DAMAGES

- 2.22.1. Any person causing damage to or destroying public property of any kind at the Airport, including buildings, fixtures, or appurtenances, whether through violation of these Regulations or through any act or omission, shall be fully liable to the County. Any such damage shall be immediately reported to the Director or Airport staff.

2.23. REGULATION SUBORDINATION

- 2.23.1. These regulations shall be subordinate to the provisions of any existing or future agreement between the County and the United States, relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

2.24. SIGNS AND ADVERTISEMENTS

- 2.24.1. No person shall post, distribute, or display signs, advertisements, circulars, printed or written material at the Airport without direct approval of the Director or provided as part of the Airport advertising program.
- 2.24.2. User area advertising signs must be authorized in writing by the Director and be in compliance with signing codes and regulations.

2.25. ANIMALS

- 2.25.1. No person may enter any part of the Airport including the Air Operations Area (AOA) with a domestic or wild animal without written permission of the Director; except;
- 2.25.1.1. Persons entering any part of the Airport with a domestic animal that is kept restrained by a leash or is confined so as to be completely under control;
- 2.25.1.2. Persons entering the Terminal Building or gate area with a small domestic animal (such as a dog or cat) that is to be transported by air and is kept restrained by a leash or is confined so as to be completely under control; or
- 2.25.1.3. Animals required for assistance to vision-impaired, hearing-impaired, or security enforcement persons.
- 2.25.1.4. When the animal has been containerized for air shipment.

2.26. STORAGE OF CARGO

- 2.26.1. Unless otherwise provided by a lease or other contractual agreement, no person shall use any area of the Airport for the storage of cargo or any other property without permission of the Director.
- 2.26.2. If an area is used for storage without first obtaining permission, the Director shall have the authority to order the cargo or any other property removed or cause the same to be removed and stored at the expense of the owner or consignee thereof, without responsibility of liability for damages arising therefrom.

2.27. USE OF AIRPORTS

- 2.27.1. No person or group shall organize, promote or participate in any aviation event including but not limited to airshows, air festivals, air races, balloon festivals, experimental aircraft testing, fly-in meets, glider activities, gyrocopters, home built aircraft testing, hot air balloon launches, model aircraft meets, banner tows, parachute or parasail demonstrations, sky diving activities or festivals, para-planes, ultralights, warbird shows, formation landings and takeoffs, without the prior written permission of the Director.
- 2.27.2. Approval by the Director of any request will be contingent upon the group/individual satisfactorily completing all applications, operations plans and special use permitting (if applicable) required by the County.

2.28. CAMPING

- 2.28.1. No Camping allowed on Airport property.

3. BUILDINGS / FACILITIES REGULATIONS

3.1. CONSTRUCTION, ALTERATION, AND REMODELING

- 3.1.1. No User or Entity shall make any alterations of any nature, whatsoever to any building, ramp, or other Airport space, nor erect any building or structure without prior written permission of the County.
 - 3.1.1.1. Written permission will only be granted after review and acceptance of the plans by members of the Airport Department, any hired engineering firm working for the County, the County building inspector and any other reviewing person or group required as part of the approval process.
- 3.1.2. Applicable County permits must be obtained by the Operator prior to any such work.
- 3.1.3. Operators must also submit Federal Aviation Administration (FAA) Form 7460-1 'Notice of Proposed Construction' and receive written approval from the FAA prior to the start of construction.
- 3.1.4. Grand County reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent the Operator from erecting or permitting to be erected, any

building or other structure on or adjacent to the Airport, which, in the opinion of the County, would limit the usefulness of the Airport or constitute a hazard to aircraft.

3.2. FLOOR DRAINS, MANHOLES AND SEWAGE DISPOSAL

- 3.2.1. No person shall place any solid in, or pour any liquid other than water, down floor drains, manholes or other sewer connections.

3.3. SPRINKLER SYSTEMS

- 3.3.1. No person other than authorized employees of the County shall at any time move any valve, switch, or other fixture of, or in any way tamper with, any sprinkler system installed on the grounds or buildings unless if within a private structure.

3.4. PRIVATELY OWNED AIRCRAFT HANGARS

- 3.4.1. Hangars shall be used primarily for aeronautical purposes; provided, however, that Tenants may store non-aeronautical items, including vehicles, in their hangar so long as the items serve or do not interfere with the primary aeronautical use.

3.5. REFUSE, DISCARDED MATERIALS, WEEDS AND DEBRIS

- 3.5.1. The areas around the outside of all buildings on the Airport shall be kept free of any accumulation of discarded materials, weeds, disabled vehicles, aircraft parts, and other debris.
- 3.5.2. All operating areas shall be kept in a safe, neat, clean and orderly manner at all times and in such a manner as to minimize any hazards or FOD.
- 3.5.3. No person shall throw, dump, or deposit any waste, refuse, or garbage on the Airport except in designated receptacles.
- 3.5.4. Where accumulations are found by the County, the User shall be given written direction to dispose of discarded materials within ten (10) days or as arranged by the County.
- 3.5.5. If accumulations remain after the approved time period, not less than ten (10) days, the County will dispose of the materials and bill the User for the full costs of disposal.

3.6. NON-PERMITTED USES

- 3.6.1. No part of the Airport and no improvement thereon shall be used or allowed to be used at any time for the manufacture, storage, distribution, servicing or sale of any product or the furnishing of any service, in a manner which is unreasonably noxious or offensive or an unreasonable annoyance or a nuisance to others on the Airport because of odors, fumes, smoke, noise, glare, vibration, soot, or dust.
- 3.6.2. No activity shall be carried on which may be or may become dangerous to public health and safety, or which shall be illegal.

4. SAFETY PROVISIONS

4.1. SMOKING

- 4.1.1. No person shall smoke or carry lighted cigars, cigarettes, pipes, vape pens, matches or any naked flame in or upon any fuel storage areas, public ramp and apron area, or public aircraft parking and storage area or in any other place where smoking is specifically prohibited by signs, or upon any open space within twenty-five (25) feet from any public building or fifty (50) feet from any fuel carrier or aircraft which is not in motion.

4.2. EXPLOSIVES

- 4.2.1. No person shall, without prior permission of the Director, keep, transport, handle or store at, in or upon the Airport any cargo of explosives or other dangerous articles which are barred from loading in or transportation by civil aircraft in the United States under the provision of Federal Air Regulations.
- 4.2.2. Any waiver of such regulations or of any part thereof by any competent governmental authority shall not constitute or be construed to constitute a waiver of this rule or an implied permission to keep, transport, handle or store such explosives or other dangerous articles at, in or upon the Airport.

4.3. FIREARMS OR DESTRUCTIVE DEVICES

- 4.3.1. No person shall carry or possess a firearm or destructive device in the Terminal or on the commercial apron at the Airport except:
- 4.3.1.1. Firearms enclosed in a carrying case or other container for shipment by air;
- 4.3.1.2. Firearms carried by Law Enforcement Officers (LEO), peace officers, government employees, or members of the Armed Forces of the United States, when such a person is on official duty which authorized the possession of a firearm.

4.4. HUNTING

- 4.4.1. Hunting of any kind on Airport property is prohibited.

4.5. OPEN FIRES

- 4.5.1. No person shall start any open fires of any type, including flare pots, or torches on any part of the Airport without permission from the Director or for approved purposes monitored by trained and certified fire fighting personnel.

4.6. WELDING OPERATIONS

- 4.6.1. Shall be conducted in approved welding booths or approved aircraft or vehicle maintenance areas in accordance with the Uniform Fire and Building Codes.

4.7. COMPRESSED FLAMMABLE GAS

- 4.7.1.** Compressed flammable gas cylinders stored inside of buildings must be stored in compliance with the appropriate National Fire Protection Association (NFPA) Standards and County fire codes.

4.8. LOW FLASHPOINT COMPOUNDS

- 4.8.1.** Storage of volatile compounds having a flash point of less than 110 degrees Fahrenheit is prohibited on the Airport unless use of the compound is required for aviation purposes and is approved by the County and stored in accordance with Uniform Fire and Building Codes.

4.9. FIRE EXTINGUISHERS

- 4.9.1.** Airport Users are responsible for supplying and maintaining fire extinguishers on their equipment and/or their Premises.
- 4.9.2.** Use of any fire extinguisher under any circumstances shall be reported to the Airport's Aircraft Rescue and Fire Fighting (ARFF) staff immediately after use.

4.10. FIRE REGULATIONS

- 4.10.1.** Fire Regulations shall apply to all activity at the Airport, except where either insurance requirements or applicable codes differ, in which case the latter shall prevail.
- 4.10.2.** With the exception of handheld fire extinguishers, only County employees certified as Aircraft Rescue Fire Fighters may operate County-owned firefighting equipment.
- 4.10.3.** All persons using the Airport area or the facilities of the Airport in any way shall exercise the utmost care to guard against fire and injury to persons or property.
- 4.10.4.** All hangar and shop floors shall be kept clean and free from oil, gas and other flammable substances. No volatile, flammable solvent shall be used for cleaning floors. No rags soiled with flammable substances shall be kept or stored in any building on the airport in such a manner as to create any fire hazard.
- 4.10.5.** The cleaning of motors or other aircraft parts inside a hangar may only use non-flammable substances.
- 4.10.6.** If flammable substances are needed, the operation shall be conducted in the open air with the prior approval of the Director or designee.
- 4.10.7.** Unless used specifically for maintenance purposes, no person shall smoke or ignite any matches, flares, lighters or other object which produce an open flame anywhere within a hangar, shop, building, or structure in which any aircraft is or may be stored, or in which any gas, oil or flammable substance is stored or within 50 feet of any aircraft or any fueling facility unless when required for aircraft maintenance.
- 4.10.8.** All applicable clean air laws and/or County regulations governing public buildings and facilities must be observed.

4.11. FLAMMABLE / COMBUSTIBLE FLUID SPILLS

- 4.11.1. Receptacles containing waste oil and fluids must be placed in containers provided by the Airport User and disposed of in accordance with the appropriate local, State and Federal environmental regulations and laws.
- 4.11.2. Discarding fluids on pavement, into drains, or on any grass or planted area, or other airport surfaces is prohibited, and any offender shall be liable for damage thereto as determined by the County.
- 4.11.3. Airport Users are required to report all fluid spills to ARFF.
 - 4.11.3.1. All spill accidents, including all costs for clean up, are the responsibility of the company and/or individual causing that spill.
 - 4.11.3.2. Unreported spills will be cleaned by the Airport. Costs associated with the spill will be charged to the Airport User of the ground upon which the spill was located or as determined by fault.
 - 4.11.3.3. All spills in excess of 25 gallons shall be immediately reported to the Utah State Department of Environmental Quality as required by State regulations.

4.12. HAZARDOUS MATERIAL AND WASTE

- 4.12.1. Airport Users shall not discharge, deposit or store any waste or hazardous materials on the Airport unless stored in approved storage containers and removed on a regular basis (i.e. garbage and waste oil).
- 4.12.2. The operating area shall be kept in a safe, neat, clean and orderly manner at all times and in such a manner to minimize any hazards.
- 4.12.3. Airport Users must comply with the Airport's drainage plan as appropriate. Examples of hazardous materials and waste include, but are not limited to, garbage; used fluids such as oil, chemicals, or fuel; scrap materials or other debris.

4.13. HAZARDS TO AVIATION

- 4.13.1. No person shall operate, launch, propel, discharge or release any object, model aircraft rocket, kite, balloon, parachute, or other article or substance upon or over the boundaries of the Airport or in aircraft approach zones where a hazard to safe flight would be created without an approved Operating Agreement or direct written approval from the Director.

4.14. RIGHT OF ACCESS TO AIRPORT

- 4.14.1. The Director shall have the responsibility of providing and designating access gates in the perimeter fencing of the Airport for use by Airport Users, Customers and emergency response.
- 4.14.2. The Director reserves the right to deny access to the Airport to any person(s).
- 4.14.3. Pedestrian traffic beyond any portion of the perimeter fencing of the Airport, or to the scene of an accident on Airport property, is strictly prohibited.

4.15. NATIONAL EMERGENCY

- 4.15.1. During time of war or national emergency, the County shall have right to lease the landing area or any part of Airport property thereof to the United States Government for military use, and if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the U.S. Government, shall be suspended.

4.16. NATURAL DISASTER

- 4.16.1. Nothing contained in these Airport Regulations shall be construed as requiring the County to maintain, repair, restore or replace any structure, improvement or facility which is substantially damaged or destroyed due to a natural disaster or other condition or circumstances beyond the control of the County.

4.17. SAFETY AND HEALTH

- 4.17.1. All individuals shall maintain safe operations and personal actions at all times. Illegal drugs, as defined by federal, state, or local law, are not permitted on Airport property at any time.
- 4.17.2. Alcohol consumption is permitted inside hangars only unless otherwise permitted by the Director.
- 4.17.3. Any injury sustained on the Airport shall be immediately reported to Airport staff and call 911. Such notification can only be delayed for such a period as to administer aid and/or initiate emergency response units, if needed.
- 4.17.4. Any property damage involving a second party's property, or such damage that interferes with normal operations on the Airport, regardless of the ownership of the damaged property, will be immediately reported to Airport staff. Such notification can only be delayed for such a period as to administer aid and/or initiate emergency response units if needed.

5. AIRCRAFT OPERATING PROVISIONS

5.1. CONFORMANCE WITH FEDERAL REGULATIONS

- 5.1.1. All aeronautical activities at the Airport and all flying of aircraft departing from or arriving at the Airport and in the air space surrounding the Airport boundaries shall be in accordance with Federal Regulations.

5.2. PILOT IN COMMAND

- 5.2.1. The Pilot In Command (PIC) of an aircraft is responsible for their aircraft. Any incident resulting in damage to either private or airport property must be immediately reported to Airport management.
- 5.2.2. The Airport is a non-towered airport. All pilots of aircraft based at the Airport are STRONGLY ENCOURAGED to have radio equipment permitting two-way

communications to monitor the Airport CTAF to obtain Airport advisory information prior to entering the Airport traffic pattern.

- 5.2.3. Pilots or designee are solely responsible for parking and tying down their aircraft, including any special measures required by weather conditions or other conditions at the Airport.

5.3. CARELESS OR NEGLIGENT OPERATION

- 5.3.1. No aircraft shall be operated on the surface of a public aircraft parking and storage area or public landing area or public ramp and apron area in a careless or negligent manner or in disregard of the rights and safety of others, or without due caution and circumspection, or at a speed or in a manner which endangers unreasonably, or is likely to endanger unreasonably, persons or property, or while the pilot or other aboard controlling any part of the operation thereof is under the influence of of intoxicating liquor or any narcotic or dangerous drug, or if such aircraft is so constructed, equipped or loaded as to endanger unreasonably, or to be likely to endanger persons or property.

5.4. RIGHT-OF-WAY

- 5.4.1. Taxiing aircraft have the right-of-way over all vehicles, except authorized emergency vehicles.

5.5. COMMON USE AREAS

- 5.5.1. Aircraft movement areas to include taxi-lanes, areas of apron or ramp, and the runway are considered common use areas.
- 5.5.2. Common use areas and shall be kept clear and available for aircraft traffic.
- 5.5.3. All aircraft must be parked in marked and approved parking locations unless temporary in nature for the purposes of the owner/operator and in which the aircraft can be moved quickly.
- 5.5.4. No vehicles, trailers, or equipment shall be parked in common use areas.
- 5.5.5. Except in emergency situations, no Entity shall use any common use area for nonstandard purposes without the prior consent or authorization of the Director or their designee.
- 5.5.6. All applicable rules for movement in common use areas shall be followed.

5.6. QUALIFIED PERSONNEL TO START AND TAXI AIRCRAFT

- 5.6.1. No aircraft engine shall be started or aircraft taxied at the Airport unless a certificated pilot or mechanic qualified to operate that type of aircraft are attending the controls.
- 5.6.2. Wheel blocks and tie-downs or other approved devices for blocking an aircraft shall always be placed at the front and rear of the main landing wheel, and the brakes of the aircraft shall be on and locked before the engine or engines are

started, except in cases where proven procedures such as those followed by scheduled air carriers are equally safe.

- 5.6.3. Aircraft engine power backs will not be allowed without permission from the Director.

5.7. ENGINE / PROPELLER BLAST

- 5.7.1. No aircraft shall be started or taxied at the Airport where the exhaust blast may cause injury to persons or do damage to property.
- 5.7.2. If it is impossible to taxi such aircraft without compliance with the above, the aircraft must be towed to desired destination.

5.8. STARTING ENGINES

- 5.8.1. No person shall start the engines of any aircraft where there is any type of fuel exposed on the ground under the aircraft.

5.9. OPERATION IN HANGAR PROHIBITED

- 5.9.1. No aircraft shall be taxied into or out of a hangar under its own power nor shall the engines be operated while aircraft is inside a hangar.

5.10. NAVIGATIONAL LIGHTS

- 5.10.1. If an aircraft is parked, taxied, or towed while its engine(s) are running, navigational lights shall remain on.

5.11. AIRCRAFT PARKING

- 5.11.1. Aircraft parked adjacent to but not on a commercial operator's Leased Premises in excess of eight (8) hours shall cause that operator to be cited, or the aircraft may be removed by the Director at their discretion.
- 5.11.2. No person shall park, store, tie-down or leave any aircraft on any area of the Airport other than appropriately paved or unpaved parking areas without prior arrangement with the FBO or Airport management.

5.12. AIRCRAFT SERVICE AND CLEANING

- 5.12.1. Aircraft owners or Operators on the Airport may service their own aircraft in Leased Premises or designated areas.
- 5.12.2. All repairs to aircraft or engines, except emergency repair, shall be made at areas designated for this purpose.
- 5.12.3. Cleaning of aircraft shall be done only in areas designated for that purpose to include the inside of a hangar or within 30 feet of the hangar entrance.
- 5.12.4. The Entity washing any aircraft is responsible for containment and cleaning of any residue or debris from washing to avoid damage to Airport property.

5.12.5. Painting of aircraft, equipment, or vehicles are not permitted on the runway, taxiways, or apron. Large-scale painting of aircraft, equipment, or vehicles (i.e. beyond painting associated with touch-up or maintenance work) will occur only with the approval from the Director, who may require specific equipment or permits to comply with federal, state or local law.

5.13. REMOVAL OF DISABLED AIRCRAFT

- 5.13.1. In the event any aircraft is wrecked or damaged to the extent that it cannot be moved under its own power, the County shall be immediately notified by the PIC or their designee.
- 5.13.2. Subject to U.S. Government investigation, inspection and clearance, if required, every aircraft owner, their pilot or agent, shall be responsible, as soon as reasonably possible, for the removal of any wrecked or disabled aircraft from the AOA under the orders and supervision of the Director or authorized representative.
- 5.13.3. Such aircraft, if not removed within a reasonable and determined time period, shall be removed by others as may be ordered to do so by the Director or designated representative, the liability and costs for which shall be borne entirely by the aircraft owner, their pilot or agent.
- 5.13.4. Aircraft shall be placed or stored in normal hangar or tie-down areas or as approved by the Director or designee.

5.14. DISABLED AIRCRAFT STORAGE

- 5.14.1. No person shall park or store a damaged or disabled aircraft in public areas of the Airport aprons, ramps, tie-down, taxi lanes, or open leased property for more than thirty (30) days except:
 - 5.14.1.1. When undergoing or awaiting repairs with an established timeline, or;
 - 5.14.1.2. When specifically authorized by prior written permission of the Director.

5.15. OPERATIONS ON OTHER AREAS

- 5.15.1. No fixed-wing aircraft shall take off or land on taxiways or other paved or unpaved areas other than the designated runways, or unless in an emergency situation.
- 5.15.2. Helicopters shall land in designated paved or unpaved areas as necessary for the operation.

5.16. UNMANNED AERIAL VEHICLE (DRONE) OPERATIONS

- 5.16.1. Drones shall not be operated at the Airport without the direct approval from the Director.
- 5.16.2. All FAA regulations and licensure with regards to UAVs must be followed.

5.17. GLIDER AND BALLOON OPERATIONS

- 5.17.1. Gliders landing on Runway 3/21 must have prior arrangements with Airport Management to facilitate the towing of the aircraft from the AMAs. Prior to stopping rollout, the glider pilot in command must make all reasonable efforts to exit the active runway at one of the seven cross taxiways (A1 – A7).
- 5.17.2. The pilot in command of a balloon shall make all practical efforts to land to the south of the hangars in the parachute landing area if they need to land on Airport property. Regardless of the final landing location of a balloon, the chase crew must receive prior permission to access any area of the Airport property beyond the ramp areas allowed under Airport 14 CFR 139.329.

5.18. HELICOPTER OPERATIONS

- 5.18.1. Recognizing the need to maintain compliance with emergency landing procedures, the operators of helicopters are requested to minimize “skid” landings on Airport surfaces.
- 5.18.2. Skid landings for training purposes and check rides are allowed on the Runway with a preference to be performed on Taxiway A surfaces.
- 5.18.3. Helicopter Operators shall execute an Operations Agreement with the County prior to conducting any activity at the Airport.

5.19. PARACHUTE OPERATIONS

- 5.19.1. All parachute operations shall be conducted in cooperation with an established Skydive Operator based at the Airport or shall have written approval from the Director.
- 5.19.2. Skydive Operators shall execute an Operations Agreement with the County prior to conducting any activity at the Airport.
- 5.19.3. Skydiving activities, and the aircraft facilitating those activities, are required to maintain applicable training and licensure according to the most current FARs, Advisory Circulars, and related publications for parachute operations. Skydiving operators and private individuals operating out of the airport shall follow safety guidelines (Basic Safety Requirements; BSR) established by USPA.
- 5.19.4. Through all means necessary, skydiving operations should occur in the designated Drop Zones with landings in designated landing areas.
 - 5.19.4.1. The Airport shall assist with the basic maintenance of the parachute landing zone for landings; provided, however, the specific separation from hazards for a landing will be determined by the licensure of the jumper as defined in USPA BSR.
 - 5.19.4.2. Any instance of a skydiver landing on the Airport in a No Drop Zone shall be reported to Airport management in a timely manner.
 - 5.19.4.3. Any instance of the deployment of an emergency chute, either through manual release or automatic activation device shall be reported to Airport management in a timely manner.

5.19.5. In relation to 14 CFR 105.5, the Airport considers the action of low-level ‘swooping’ a severe hazard when occurring over and around runways, taxiways, taxi lanes, parked aircraft, structures, or other locations where persons can congregate on the airport. Parachute operations conducted from an aircraft or person shall not create a hazard to air traffic or other persons or property and shall, to the best of their ability, attempt to remedy any hazards.

5.20. POWERED PARACHUTE OPERATIONS

- 5.20.1. The Airport recognizes and welcomes specialized types of aircraft, including Powered Parachutes, with the advanced authorization of the Airport Director.
- 5.20.2. Given the number of operations on the single runway at the Airport, it is not safe for Powered Parachutes to launch from Runway 03/21 because of the extended time that is required to set up the aircraft and launch.
- 5.20.3. Customers of Powered Parachutes shall coordinate with the Director to make accommodations for the safe launch and landing of these types of aircraft on the Airport property and in designated areas which will be limited to the crosswind runway or the skydive landing zones.

5.21. STANDARD (FIXED WING) OPERATIONS

- 5.21.1. The paved Runway 3/21 and the gravel Runway 15/33 are the only maintained landing surfaces located at the Airport. Individuals are responsible for any damages to airport property or Part 139 non-compliance issues resulting from operations on the airfield not occurring on a runway and shall immediately report such issues to the Director or designee.
- 5.21.2. All aircraft shall follow the appropriate taxiway and runway guidance marking and lighting when operating on the Airport. The PIC of an aircraft that exits the established paved surfaces for any reason must inform Airport Management and shall be financially responsible for the cost associated with removal of any FOD or repair of any airport infrastructure or maintained surface.
- 5.21.3. Landing on Runway 3/21 is restricted to aircraft with rubber tire type landing gear configurations. Aircraft equipped with primarily pontoons, skids or skis without wheels are not permitted to land or touchdown on any runway surface.

6. STORING, HANDLING AND TRANSFERRING FUEL

6.1. AVIATION FUEL

- 6.1.1. No business Entity shall dispense fuel either to the public or to private aircraft without written authorization and approval from the County.
- 6.1.2. All storage transport and handling of fuel on Airport property shall be conducted in accordance with the International Fire Code (IFC) as adopted by the County and all applicable Federal and State Laws and Regulations.,
- 6.1.3. Fueling shall be done in accordance with NFPA 407 requirements.

- 6.1.4. Fuel services shall be administered either by an authorized and trained attendant using the proper safety equipment or by the aircraft owner/operator.
- 6.1.5. In accordance with NFPA 407 4.2.12.3.1 Aircraft fueling is prohibited while the engine of fixed wing aircraft being fueled is running.
- 6.1.6. Aircraft fueling is prohibited inside a hangar or other enclosed space.
- 6.1.7. Hot Fueling, or Helicopter Rapid Fueling (HFF) shall be permitted to be fueled while an onboard engine is running and in accordance with NFPA.
- 6.1.8. No direct fueling from a common carrier transport truck into a mobile fuel truck, or an aircraft on the Airport, is allowed.
- 6.1.9. Aircraft fueling shall be done in accordance with NFPA 407 Section 5.10.
- 6.1.10. Each vehicle, pump or other device used for the storage, transport or handling of fuel must be a commercially available system in full compliance with the IFC.
- 6.1.11. The Director reserved the right to order any unauthorized and unsafe fuel tanks or trucks removed from the Airport property.
- 6.1.12. Entities authorized by the County to commercially dispense fuel will conduct a quarterly inspection in accordance with FAA Part 139 criteria.
- 6.1.13. Any non-standard fueling practices must have a specified written protocol approved by the Director and/or Fire Inspector prior to implementation.

6.2. DISTANCE FROM BUILDINGS

- 6.2.1. Aircraft fuel handling at the Airport shall be conducted at a distance of at least fifty (50) feet from any hangar or other building.
- 6.2.2. Fuel trucks shall be parked fifty (50) feet away from all hangars and buildings at all times.

6.3. PROPER STATIC GROUND

- 6.3.1. During all fuel handling operations in connection with any aircraft at the Airport, the aircraft and the fuel dispensing or draining apparatus shall be ground by wire to prevent the possibility of static ignition of volatile liquids and gases.

6.4. FLAMMABLE / COMBUSTIBLE FLUID SPILLS

- 6.4.1. Persons engaged in the fueling, defueling and servicing of aircraft shall exercise care to prevent spillage of fuel and fluids.
- 6.4.2. In the event of a fuel or fluid spill, the ARFF shall be notified immediately.
- 6.4.3. All spill accidents are the responsibility of the company and/or individual causing the spill.
- 6.4.4. All costs for clean-up of any spill will be borne by the responsible party.

6.5. FIRE EXTINGUISHER REQUIRED

- 6.5.1. During fuel handling operations with any aircraft at the Airport, a 20 - B:C fire extinguisher shall always be immediately available for use.

6.6. FUELING EQUIPMENT

- 6.6.1. In accordance with NFPA 407 5.16 and 5.17, fueling hoses, nozzles, pipes and defueling equipment must be maintained.

6.7. SMOKING / OPEN FLAMES / LIGHTING

- 6.7.1. Smoking is prohibited within 50 feet in or around any aircraft or on any ramp, apron or loading position where fueling is taking place.
- 6.7.2. Fuel service activities shall cease when lightning discharges occur within the vicinity of the Airport.

6.8. FUEL TRUCKS

- 6.8.1. Fuel servicing vehicles may not be parked or stored inside a building and may be parked only in exterior locations approved by the Director.
- 6.8.2. Repair and maintenance of fuel service vehicles must be at approved locations.
- 6.8.3. Fuel trucks shall be parked fifty (50) feet away from all hangars and buildings at all times.
- 6.8.4. Trucks will be kept clean and free of oil and grease leaks.

6.9. FUEL FARMS

- 6.9.1. All fuel farms will conform to the appropriate County Fire Codes, applicable NFPA standards, State and Federal regulations.
- 6.9.2. Persons or companies using any bulk fuel farm are responsible for keeping the area free of weeds for a distance of ten (10) feet outside of yard fences.
- 6.9.3. Under no circumstances shall a fueling vehicle be left unattended at a bulk plant during the loading or unloading process. Loading or unloading shall not be considered complete until the delivery hose is detached from both vehicle and tank.
- 6.9.4. Care shall be taken in filling tanks or trucks to ensure that they are not filled to the point where they will overflow from heat expansion.

6.10. MOBILE FUELING EQUIPMENT

- 6.10.1. Any mobile fueling equipment must be inspected and approved by properly trained airport staff prior to initial use.
- 6.10.2. All commercial fixed and mobile fueling equipment used at the Airport are subject to periodic inspections and the standards outlined in the ACM to maintain compliance with Part 139.321(3)(d) and NFPA 407 5.17.

6.11. ELECTRIC TOOLS

- 6.11.1. Electrical tools, drills, buffers or similar tools which produce sparks or arcs shall not be used in the immediate vicinity of aircraft during fueling operations.

6.12. AUTOMOTIVE FUELING

- 6.12.1. Automotive refueling shall be refueled only outdoors and at private leased Premises.
- 6.12.2. No aircraft refueling apparatus shall be used for automotive refueling purposes.

7. TRANSPORTATION, VEHICLES AND PEDESTRIANS

7.1. REQUIRED LICENSES

- 7.1.1. No vehicle shall be operated within the Airport unless:
 - 7.1.1.1. The driver thereof is duly authorized to operate such vehicles under the laws of the State of Utah;
 - 7.1.1.2. Such vehicle is registered in accordance with the laws of the State of Utah, or unless specifically authorized by the Director to be operated in such areas;
 - 7.1.1.3. Approved ramp equipment is operated by an employee authorized to operate such equipment by the employer of equipment being used.

7.2. INSURANCE

- 7.2.1. The County shall establish minimum liability insurance limits for User business vehicles and other privately owned vehicles which are allowed access to the AOA.
- 7.2.2. Users shall provide the County with a Certificate of Insurance (COI) listing said insurance and including Grand County as additional insured.

7.3. GROUND VEHICLES

- 7.3.1. Normal traffic laws of the State of Utah shall apply to the streets, roads and vehicular parking areas at the Airport.
- 7.3.2. Except for emergency or official airport vehicles, no person shall drive or use a vehicle or equipment in undesignated areas.
- 7.3.3. The airside speed limit in the AOA is 10 mph or less.
- 7.3.4. Aircraft have the right-of-way at all times.
- 7.3.5. No person or vehicle is allowed in the Aircraft Movement Area unless trained and authorized.
- 7.3.6. Equipment such as GSE may be used in accordance with the operation.
- 7.3.7. Vehicles may be used to tow gliders as necessary for flight operations.

- 7.3.8. All vehicles and equipment shall hold clear of runways at the hold short lines painted on the pavement unless entering the movement area for a specific purpose and:
 - 7.3.8.1. The individual operating a vehicle or equipment is officially trained and authorized to enter into the movement area to include radio communications and announcement of intentions informing local area traffic.
 - 7.3.8.2. Escorted by an authorized representative who is movement area trained.

7.4. GROUND TRANSPORTATION

- 7.4.1. No person or company shall operate any ground service vehicle for hire on Airport property unless such operation has completed the required application process and paid all permitting fees.

7.5. PUBLIC PARKING

- 7.5.1. Overnight public parking fees are established by the County approved budget airport rates, fees and charges and will be assessed to vehicles parking each night in designated parking areas.
 - 7.5.2. Vehicles may not be used for overnight camping.
 - 7.5.3. Users with an employee parking permit may park in designated parking areas as part of their employment for work, business or leisure purposes and will not be charged the nightly parking fee.

7.6. VEHICLE SALE OR REPAIR

- 7.6.1. No person shall park, or operate a vehicle upon any roadway or other Airport property without the approval of the Director for the principle purpose of:
 - 7.6.1.1. Displaying such vehicle for sale or any advertising.
 - 7.6.1.2. Greasing, oiling, lubricating, painting or repairing such vehicle, except repairs necessary to remove the vehicle.

7.7. ILLEGALLY PARKED VEHICLES

- 7.7.1. No person shall park a vehicle in front of the terminal building and leave the vehicle unattended.
 - 7.7.2. Any vehicle standing or parked upon a street or other public place on the Airport blocking other vehicles will be asked to promptly move.
 - 7.7.3. No person shall abandon any motor vehicle, or parts of vehicles on the Airport. County shall make every effort to notify the owner or operator of such an abandoned vehicle and provide three (3) days notice of its removal.
 - 7.7.3.1. Attempt of notice shall be in writing, email, phone call, or other method of communication of the fact of such vehicle removal and reasons thereof and the place to which such vehicle has been relocated.

7.7.3.2. The person claiming the vehicle shall pay all costs incurred.

7.8. PEDESTRIANS & NON-MOTORIZED TRANSPORTATION

- 7.8.1. Pedestrians must use specific authorized security gates to access the AOA.
- 7.8.2. Pedestrians must be escorted by an authorized individual who has been trained and approved by Airport management in accordance with the Airport Security Program (ASP).
- 7.8.3. Pedestrians must be aware of their surroundings at all times when in the AOA. Distractions may impair a person's ability to react to a situation.
- 7.8.4. Personal Protective Equipment (PPE) is encouraged. This may include eye protection, ear protection, or other bodily protective equipment.
- 7.8.5. Non-motorized vehicles (including but not limited to: skateboards; skates; roller blades; unicycles; scooters; big wheels; push carts; or other modes of transportation on wheels) are not allowed to be used airside at the Airport as these hazards may cause injury to persons or property. Non-motorized vehicles may be used on leased premises in accordance with the User's insurance and with approval from Airport management. Bicycles and one-wheels may be allowed due to their nature of control.

8. SECURITY

8.1. AIRPORT SECURITY PROGRAM

- 8.1.1. All security requirements established by the approved ASP will be enforced by the Director and Airport staff.
- 8.1.2. Measures contained in the ASP comply with 49 Code of Federal Regulations, Transportation Security Regulations Section 1542.
- 8.1.3. Measures are implemented to provide for the safety and security of persons and property in relation to air transportation and aircraft.
- 8.1.4. Report suspicious activity to Airport staff and/or law enforcement.

8.2. ACCESS GATES

- 8.2.1. Access privileges to Pedestrian and vehicle gates or doors will be granted upon completion of annual airside and/or security training provided by authorized Airport staff.
- 8.2.2. Do not leave an access gate or door unattended if the gate or door will not close and lock.
 - 8.2.2.1. Immediately report any access gate or door mechanical failure to the Director or Airport staff.
- 8.2.3. All manual vehicle or Pedestrian access gates shall be closed and locked after passing through them unless being monitored by an authorized individual for

purposes of continuous traffic for construction or other reason for keeping the access gate open for an extended period of time.

- 8.2.4. When entering or exiting the AOA through an automatic vehicle gate the driver shall remain in the area of the access gate until the gate is fully closed in order to prevent any unauthorized individual from entering the AOA.
- 8.2.5. No vehicle tail-gaiting or piggy-backing is allowed when entering the AOA from landside to airside.

8.3. LOCK AND KEY CONTROL

- 8.3.1. Only persons with a clearly defined operational need, as determined by the Director, will be issued keys or access pins to the Airport facilities and operational areas as provided for in the Airport Security Program (ASP).
 - 8.3.1.1. Keys are not to be duplicated in any manner or transferred to another employee or individual;
 - 8.3.1.2. Access pins are not to be shared with others.
- 8.3.2. Employers are responsible for collecting and returning employee keys immediately upon termination of an employee.
- 8.3.3. Lost or stolen keys shall be immediately reported to Airport staff.
- 8.3.4. Users will be responsible for the cost of extra keys or replacing lost keys.

8.4. PROPERTY DAMAGE OR THEFT

- 8.4.1. The County assumes no liability or responsibility for property damage or theft of property on the Airport committed by unknown parties.
- 8.4.2. Normal law enforcement reports should be filed.

8.5. TENANT RESPONSIBILITY

- 8.5.1. Tenants are responsible for the security of all aircraft and other private property entrusted to their care on their leased Premises.

9. BASIC LEASE REQUIREMENTS

9.1. LEASES SUBORDINATE TO GOVERNMENT LEASE

- 9.1.1. Any license, authority, lease or agreement entered into pursuant to these Regulations shall be subject and subordinate to the provisions of any existing or future agreement between the County and the United States, relative to the operation or the maintenance of the Airport, the execution of which has been or may be required as a conditioned precedent to the expenditure of Federal funds for the development of the Airport.

9.2. NON-EXCLUSIVE RIGHT

- 9.2.1. The granting of rights and privileges to engage in Aeronautical Activities shall not be construed in any manner as affording the Airport User any exclusive right of use of the premises and/or facilities at the Airport, other than those premises and/or facilities which may be assigned exclusively to the Operator, and then only to the extent provided in a signed lease agreement or other written agreement.

9.3. OPERATIONS AREA

- 9.3.1. Airport Users shall not conduct any of its business or activities on any Airport area except those specified in an approved lease or agreement.

9.4. CHANGE IN SERVICES OFFERED

- 9.4.1. Airport Users under agreement with the County may not add or delete services offered without the prior consent of the County. Any additional services contemplated must meet the requirements outlined in these Airport Regulations.

9.5. MINIMUM STANDARDS

- 9.5.1. All leases and agreements shall be subject to these Airport Regulations and the Airport Minimum Standards, which are hereby incorporated into each lease and agreement.

10. SCHEDULE OF FEES

- 10.1. All Airport rates, fees and charges will be established by and posted in accordance with County governmental guidelines.
- 10.2. The County reserved the right to increase, decrease or amend in any manner and without notice the existing fee structure, and may assess new charges from time to time as it may deem reasonable and proper and necessary for the general welfare of the Airport.

11. PENALTY FOR NON-COMPLIANCE

11.1. FAILURE TO COMPLY

- 11.1.1. In the event of a failure to maintain compliance with any of these Regulations, Airport Management may bring a case to the Airport Board for review and determination allowing for investigation and explanation with those individuals involved in the violation, in which event the Airport Board will then make a recommendation to the County Council for final decision.
- 11.1.2. In the event of a safety violation, the Director and/or County Attorney may act immediately.

11.2. CIVIL REMEDY OR CRIMINAL PROSECUTION

- 11.2.1. In the event of violation of these Airport Regulations, the County may assess a civil penalty in the amounts established by ordinance.
- 11.2.2. In addition to the remedy preserve in Section 11.2.1, the County, in its sole discretion, reserves the right to commence any civil action or suit or file a complaint for criminal prosecution against any person or entity which causes injury or damage to persons or property or if such violation appears to constitute the commission of a criminal act.

11.3. LIABILITY FOR FINES

- 11.3.1. Any person, Entity, organization, or business (or their authorized servicing agent) whose act, or failure to act, results in a fine or penalty being assessed against the Airport or the County by any governmental agency having jurisdiction including security, safety, and environmental, shall be fully liable for the payment or reimbursement of such fine or penalty in addition to the costs associated with the restitution, repair, or clean-up of conditions resulting from such violations.

12. CONFLICT

- 12.1. In the event of a conflict between these Rules and Regulations and the Minimum Standards, the Minimum Standards shall control. In the event of a conflict between these Rules and Regulations and a Lease Agreement, the terms of the Lease Agreement shall control.

CANYONLANDS REGIONAL AIRPORT



MINIMUM STANDARDS
for
Aeronautical Activities

RECORD OF CHANGES

Minimum Standards for Aeronautical Activities

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Appendix A - Application for Aeronautical Activity at Canyonlands Regional Airport

Appendix B - Sample Airport Property Lease and License Agreement

INTRODUCTION

The Canyonlands Regional Airport (the “Airport” or “CNY”) is the primary commercial and general aviation air transportation facility for the Southeastern region of the state of Utah. The Airport is owned and managed by Grand County (the “County”), located approximately 16 miles north of Moab, UT and does not have any jurisdiction or regulatory authority on adjacent public land or within the airspace of the United States of America. CNY is an economic driver to the local communities, Grand County, and the region.

Grand County, with input from Airport Management, the Grand County Airport Board, and Airport Tenants and Users, developed and adopted these Minimum Standards (the “Standards”) to protect the best interests of the public and promote CNY in a reasonable manner by requiring a minimum level and quality of products, services and facilities required of aeronautical businesses at the Canyonlands Regional Airport. These Standards are designed to provide reasonable opportunity, without unjust discrimination, for the non-exclusive conduct of commercial aeronautical activities at the airport.

The County reserves the right to review and amend these Standards from time to time and may promulgate revisions deemed necessary to address proposed aeronautical activities or to protect or improve the Airport or the quality of service provided to the public.

In the event of conflict between these Standards and provisions within unexpired lease agreements, the unexpired lease agreements shall control Aeronautical Activities on Airport Property; provided, however, renewal or amendment of any lease or agreement shall trigger integration of these Standards into such agreements.

It should be emphasized that this document specifies the Standards that must be met to conduct aeronautical activities at the Airport. Applicants and Operators are encouraged to exceed these minimums whenever possible.

1. DEFINITIONS

- 1.1. **ACM (Airport Certification Manual)** – The manual certified by the FAA to comply with Part 139 requirements.
- 1.2. **Aeronautical Activity** – Any activity conducted on Airport property which involves or makes possible the operation of aircraft or which contributes to or is required for the safe operation of aircraft. Examples include, but are not limited to: aircraft charter, flight training, aircraft rental and sightseeing, aerial photography, aircraft deicing, aircraft ground handling, aircraft management, aerial application, aircraft sales, aircraft manufacturing/restoration, sale of aviation petroleum products, baggage handling, repair and maintenance of aircraft and sale of aircraft parts.
- 1.3. **Aircraft** – A generic term used to identify all types of aviation equipment to include airplanes, helicopters, ultra-lights, gliders, powered parachutes, etc.
- 1.4. **Airport (“Airport” or “CNY”)** – The property allocated for the operation of Canyonlands Regional Airport (CNY) located on Grand County property in the State of Utah, as depicted on the current Airport Layout Plan.
- 1.5. **Airport Board** – The County Airport Board, a volunteer advisory board to the County Commission.
- 1.6. **Airport Layout Plan** – The current approved, scaled dimensional layout diagram of the entire Airport property, indicating current proposed usage from each identifiable segment as approved by the Federal Aviation Administration and the County.
- 1.7. **Airport Policies** - These policies and procedures adopted by Grand County as minimum requirements to be met as a condition for the right to conduct Aeronautical Activities on the Airport.
- 1.8. **Airport Users** – Users of Airport facilities, including but not limited to commercial operators, individual pilots, aircraft owners, hangar owners, tenants, tie-down renters and any other users that operate or visit the airport. Airport users do not include the general public and customers of commercial operators.
- 1.9. **Airside** – The airside portion of the Airport are the areas inside the perimeter fence without any man-made barrier between areas where aircraft take-off, land, taxi, and park. Areas inside the perimeter fence are considered airside.
- 1.10. **ALP/AMP (Airport Layout Plan / Airport Master Plan)** – The scaled dimensional layout of the entire Airport property indicating current and proposed usage for each identifiable segment as approved by the FAA.
- 1.11. **AMA (Airport Movement Area)** – Areas of the Airport where aircraft transition from flight to the ground and move to and from aprons, including runways, taxiways, and taxi-lanes.
- 1.12. **ARFF (Aircraft Rescue & Firefighting)** – A firefighter employed by Grand County and certified by the FAA for response to aviation related accidents at the airport. According to FAA Title 14 Part 139, ARFF personnel are only required to be available during periods of scheduled commercial flights.
- 1.13. **ASP (Airport Security Program)** – The security program established for CNY

- following 49 CFR 1542 – Airport Security and approved by the Transportation Security Administration (TSA).
- 1.14. **Base Rate** - The established rate at the time an Agreement is made and entered into in accordance with the County approved Fee Schedule for Airport Rates, Fees & Charges.
 - 1.15. **Commercial Aeronautical Activity** – Any aeronautical activity which involves or makes possible the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objectives are accomplished. Commercial Aeronautical Activities which shall be subject to these Standards include, but are not limited to, the following aeronautical and ground transportation activities: aircraft sales, aircraft manufacturing/restoration, airframe or powerplant repair, aircraft rental, flight training, air taxi/charter, aircraft deicing, aircraft ground handling, aircraft management, fractional aircraft programs, avionics, instrument or propeller service, commercial flight services, car rental or baggage handling.
 - 1.16. **Commercial Fueling** - The act of selling fuel and services for a fee to Operators.
 - 1.17. **County** – Grand County, a political subdivision of the State of Utah.
 - 1.18. **County Commission** – The legislative body for Grand County.
 - 1.19. **CTAF (Common Traffic Advisory Frequency)** – The frequency that aircraft use to announce intentions and communicate with other aircraft in the airport traffic pattern or while on an airport movement area. The CTAF frequency is 122.800.
 - 1.20. **Customer** - Any individual or organization conducting business at the airport.
 - 1.21. **Director** – The Airport Director or their designee of the Canyonlands Regional Airport as selected by Grand County and is tasked with the authority to enforce these Minimum Standards.
 - 1.22. **Drop Zone** – The area designated on the ALP/AMP for parachute and landing operations.
 - 1.23. **Enplanement** – An individual person paying for a departure from the airport to a destination away from the airport. The act or process of boarding an aircraft.
 - 1.24. **Entity** – A person, persons, firm, partnership, limited liability company, unincorporated proprietorship, association, group or corporation.
 - 1.25. **FAA (Federal Aviation Administration)** – A division of the United States Department of Transportation that regulates aircraft and airspace.
 - 1.26. **FAR (Federal Aviation Regulations)** – Rules prescribed by the FAA governing all aviation activities in the United States which can be found in the Code of Federal Regulations (CFR).
 - 1.27. **FBO (Fixed Base Operator)** – An organization granted the right by an airport to operate and provide aeronautical services such as fueling, hangering, tie-down and parking, aircraft rental, aircraft maintenance, flight instruction, and similar services.

- 1.28. **Flying Club** – Any combination in which three or more persons are associated (directly or indirectly) as individuals or as any association or legal Entity to provide such persons the privilege of piloting club-owned aircraft based on the Airport. The flying club shall be operated on a non-profit basis so that it does not receive greater revenue than the amount necessary for the operation, maintenance, acquisition and replacement of its aircraft. The non-profit status shall be substantiated by documentary proof from the Internal Revenue Service.
- 1.29. **FOD (Foreign Object Debris)** – Any object, live or not, located in an inappropriate location in the airport environment that has the capacity to injure airport or air carrier personnel and damage aircraft.
- 1.30. **Full-Service Operator** – A Full-Service Operator (FSO) is any Entity who shall have entered into a written agreement with the Grand County to provide on the Airport and serve the public with Full-Service commercial aeronautical activities including the sale of fuel and other petroleum products, aircraft towing and storage, tie-down services, baggage handling, deicing, aircraft meeting/greeting, aircraft maintenance, aircraft charter, flight training and aircraft rental, and other specialized aircraft services.
- 1.31. **GPU (Ground Power Unit)** – Equipment that provides electrical power to an aircraft when the aircraft is shut down in order to operate auxiliary onboard equipment.
- 1.32. **Improvements** - The action of improving the grounds or infrastructure through means of investment.
- 1.33. **Into-plane fueling** – The process of providing fuel transfer services to an airline.
- 1.34. **Landside** – Area within the boundaries of the Airport property but on the outside of the perimeter fence.
- 1.35. **Lease Agreement (“Agreement”)** - A contract (“Agreement”) between a lessor which is the owner (the “County”) of the property and the lessee which is the renter (the “Tenant”) of the property and holds the lease to use the property for a period of time. The Agreement does not provide ownership rights to the Tenant; however, the County may grant certain allowances to modify, change or otherwise adapt the property to suit the needs of the Tenant. During the lease period, the Tenant is responsible for the condition of the property.
- 1.36. **Leased Premises (“Premises”)** - Means, collectively, the land, the improvements and the equipment, together with any and all other property and interest in property conveyed to the County pursuant to the deeds, bills of sale, land transfer patent or other documents executed in connection with the purchase of the land, the improvements and the equipment by the County.
- 1.37. **Minimum Standards (“Standards”)** – Those qualifications established by Grand County as the minimum requirements to be met as a condition for the right to conduct commercial Aeronautical Activities or business on the Airport.
- 1.38. **Multiple Service Operator (MSO)** – An entity that has entered into a written agreement with the County to provide on the Airport and serve the public with multiple Commercial Aeronautical Activities. Multiple Service Operators may

choose to work under the partnership of a Full-Service Operator (FSO). MSO is not an entry level service operator and should have experience in their field of business. Any combination of the following services can be provided by an MSO (the sales of fuel is not included with an MSO); Airframe and Powerplant Repair (aircraft maintenance & repair), Flight Instruction, Aerial Application, Air Taxi and Charter Services, aircraft manufacturing/restoration, Specialized Aircraft Services (Avionics, Instrument, and/or Propeller Repair), and Commercial Aircraft Storage

- 1.39. **NFPA** - National Fire Protection Association
- 1.40. **No Drop Zone** – All other areas of the Airport not expressly included within the boundaries of the Drop Zone.
- 1.41. **Non-Aeronautical Activity** – Any activity conducted on Airport property that does not involve the operation of an aircraft or that contributes to or is required for the safe operation of aircraft.
- 1.42. **Non-Commercial Aeronautical Activity** – Any aeronautical activity which does not involve, makes possible or relates to the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objective(s) is accomplished.
- 1.43. **Non-Movement Area** – Areas which are not regulated and in which movement may occur without communication or clearance with the Control Tower (if applicable), including with limitation to taxi lanes, helipads and parking aprons.
- 1.44. **Operation** – The act of an aircraft landing at or taking off from an airport.
- 1.45. **Operator** – An individual, firm, partnership, corporation, person, association or company and includes trustee, receiver, assignee or similar representative thereof desiring to engage in an aeronautical commercial activity and including Single Service Operators, Multi-Service Operators, and Full Service Operators.
- 1.46. **Parachute Operation** – The performance of all activity for the purpose of, or in support of, a parachute jumping or a parachute drop. Parachute operations may involve, but is not limited to, the following: parachutist; parachutist in command; passenger in tandem parachute operations; drop zone owner or operator; jump master; certificated parachute rigger; or pilot.
- 1.47. **Rules and Regulations** – Rules as may be promulgated and adopted from time to time by Grand County to protect the public health, safety, interest and welfare of the Canyonlands Regional Airport.
- 1.48. **Single Service Operator (SSO)** – A Single Service Operator (SSO) is any Entity having entered into a written agreement with the County to provide services with a single Commercial Aeronautical Activity. SSO's may choose to work under the partnership of a Full-Service Operator (FSO). Any one of the following services can be provided by a SSO (the sales of fuel is not included with an SSO); Airframe and Powerplant Repair (aircraft maintenance & repair), Flight Instruction, Aerial Application, Air Taxi and Charter Services, Specialized Aircraft Services (Avionics, Instrument, and/or Propeller Repair), aircraft manufacturing/restoration, Air Cargo Operations and Handling, and Commercial Aircraft Storage.

- 1.49. **Self-Fueling** – The fueling of an aircraft, by the aircraft owner or his/her employee, with the owner's fuel, as specifically approved by the Grand County, using resources supplied by the aircraft owner.
- 1.50. **Self Service Fueling** – The fueling of an aircraft by the pilot using commercial fuel pumps installed for that purpose. The fueling facility may or may not be attended by the vendor.
- 1.51. **Tenant** - An individual, partnership, corporation or other business entity, and its agents, employees, representatives, and subtenants which occupies or controls all or part of Airport areas, buildings or other facilities which they lease from the Airport.
- 1.52. **Tenant Improvements** - Any buildings; structures; interior walls and ceilings; electrical, mechanical, or plumbing additions; built-in cabinetry; flooring; landscaping, and/or any other enhancement made and affixed to the Premises by the Tenant, including a hangar.
- 1.53. **TSA (Transportation Security Administration)** – An agency of the U.S. Department of Homeland Security that has authority over the security of the traveling public in the United States.

2. GENERAL

- 2.1. No Entity or Operator shall engage in any commercial aeronautical activity or business of any nature whatsoever on the Airport property, except with the prior written approval of the County through an established Agreement.
- 2.2. Such County Agreement is issued through either a signed lease Agreement if land and/or spaces are leased, an Operating Agreement, or other written Agreement as defined within these Standards or if the activity will be operating under a sublease from an existing Airport Operator or Entity.
- 2.3. No Entity or Operator shall engage in any non-aeronautical activity except those who have met the conditions set by the FAA and pay the Airport fair market value for the use of the property devoted to that non-aeronautical activity.
- 2.4. Nothing in this Section shall be deemed to apply to Customers of Entities or Operator's engaging in commercial activity at the airport.
- 2.5. Employees shall review and understand the Airport Rules and Regulations.
- 2.6. Insurance shall be carried meeting or exceeding the minimum recommendations of the service per the County insurance recommendations.
 - 2.6.1. Each policy shall name Grand County as an additional insured.
- 2.7. All Entities and Operator's shall be in possession of all requisite Federal and State licenses for the conduct of its Operation.
- 2.8. All Users designated to drive on the Air Operations Area (AOA) and in the vicinity of aircraft shall receive Airport approved annual driver training per the Airport Certification Manual or be escorted by a trained authorized representative.
- 2.9. All Users desiring land or space on Airport property may negotiate the applicable lease Premises for the purpose of the operation. Such Premises shall be able to accommodate buildings, aircraft, equipment, parking, office furniture, or other needs necessary.
- 2.10. In the event these Standards, as they now exist or are hereafter amended, conflict with applicable FAR's, the latter shall be deemed to control. If one or more clauses, sections or provisions of these Standards shall be held to be unlawful, invalid or unenforceable by final judgment of any court or competent jurisdiction, the invalidity of such clauses, sections or provisions shall in no way affect any other clauses, sections or provisions of these Standards.
- 2.11. Some Standards do not pertain to scheduled commercial air carrier operations under Federal Aviation Regulation 14 CFR Part 121 or to military operations.
- 2.12. All activities at CNY are subject to and must comply with all existing and future applicable laws, ordinances, Rules and Regulations of the Airport, the County, the State of Utah, the Federal government and all other governmental bodies having jurisdiction.

3. MINIMUM STANDARDS

- 3.1. **SINGLE SERVICE OPERATOR (“SSO”)** Single Service Operators must meet the following Minimum Standards and requirements according to the service(s) provided:
 - 3.1.1. **Airframe or Powerplant/Specialized Services** – An SSO desiring to engage in airframe or powerplant repair service or specialized aircraft services must provide as a minimum the following services and facilities based on a lease with the Grand County or a sub-lease with a Full-Service Provider:
 - 3.1.1.1. **Building:** An SSO shall construct, lease, or sublease a building or structure with sufficient space to work indoors on aircraft, avionics, instruments or propellers. The building must be properly lighted and heated for this type of use.
 - 3.1.1.2. **Personnel:** An SSO shall employ, and on-duty during the normal business hours, licensed and trained personnel required to meet the Standards set forth in this category of services. In the Operator's absence, they shall maintain during all business hours, an Operator in Charge authorized to represent and act for or on behalf of the Operator, to supervise the operations in the leased or subleased area on the Airport.
 - 3.1.1.3. **Hours of Operation:** An SSO shall provide adequate services to best serve the public. The hours of operation shall be conspicuously posted.
 - 3.1.1.4. **Performance of Services:** The services provided hereunder shall be performed within or with immediate access to the required building, except for such services as must be performed outside for safety or emergency reasons, such as accidents, or aircraft run-ups, or if the aircraft is too large to be placed within the building.
 - 3.1.1.5. **Equipment:** An SSO shall have the requisite tools, towing equipment and the demonstrated capability to efficiently and safely move aircraft and store them in compliance with local Regulations.
 - 3.1.2. **Flight Instruction/Aircraft Rental** – SSO engaged in dual instruction of pilots through the means of aircraft (fixed wing and/or rotary wing) and/or ground training. Aircraft rental is the act of renting aircraft to the general public.
 - 3.1.2.1. **Building/Facilities:** Shall construct, lease or sublease office space to include a classroom for training activities, restroom facilities, customer lounge, and study areas, all properly lighted and heated to support the operation and adjacent to an aircraft parking apron.
 - 3.1.2.1.1. The facility must also provide adequate car parking sufficient to accommodate all activities and operations with access available to the general public.

- 3.1.2.1.2. Hangar or tie-down space adequate for the storage of aircraft or maintenance may be constructed, leased or sub-leased.
 - 3.1.2.2. **Personnel:** An SSO shall provide at least one FAA certified flight instructor to cover the type of training offered to enable students to pass the FAA written examination for at least a private pilot's license. The flight instructor should meet the requirements in 3.1.3.
 - 3.1.2.3. **Hours of Operation:** Flight instruction may be conducted on a full-time or a part-time basis. Times available at the discretion of the instructor.
 - 3.1.2.4. **Performance of Services:** Operators shall engage in dual flight instruction for fixed wing and/or rotary wing aircraft. The Operator shall also provide the adequate ground instruction needed to meet all FAA requirements for the desired rating.
 - 3.1.2.5. **Equipment:** Operators shall have available (owned or leased) a sufficient number of FAA certificated aircraft to adequately handle the number of students considered, but not less than one aircraft, which shall be equipped to provide the type of instruction being conducted.
- 3.1.3. **Independent Flight Instructors:** A SSO pertaining to an individual(s) desiring to perform as "independent" flight instructors and conduct flight training on a limited, part-time basis, and who have obtained appropriate certification from the FAA, must comply with the applicable provisions of these Standards and the Airport Rules and Regulations. However, they shall be exempt from regular Fixed Base Operator requirements upon satisfactory fulfillment of the conditions contained herein:
 - 3.1.3.1. Documents must be furnished with their application:
 - 3.1.3.1.1. Copy of applicable FAA certification documents.
 - 3.1.3.1.2. Evidence of insurance.
 - 3.1.3.2. **Selling of Goods:** Prohibited from selling or leasing any material goods or services in direct competition with existing Operators on the airport other than those services directly related to the conduct of individual flight training without first establishing a business to see or lease such material goods or services.
 - 3.1.3.3. **Equipment:** Operators shall have available at least one (1) aircraft capable of providing flight instruction services.
 - 3.1.3.4. **Personnel:** Operators shall be available to provide flight instruction services under a commercial pilot license.
 - 3.1.3.5. **Hours of Operation:** Shall provide services based on the customer demand and ability to meet requested or available training hours.
 - 3.1.4. **Air Taxi and Charter Services** – An SSO desiring to engage in the business of providing air transportation to the general public for hire, either on a charter basis or an air taxi basis as defined in the Federal Aviation Act

of 1958. The Operator shall provide the minimum:

- 3.1.4.1. Building: Operators shall construct, lease or sublease customer lounge space and available public restrooms properly lighted and heated for this type of use.
 - 3.1.4.1.1. Hangar space adequate for the storage of aircraft or maintenance may be leased or sub-leased. Note: Commercial Air Carriers are not subject to the minimum square footage requirement. - 3.1.4.2. Equipment: Operators shall have available at least one (1) aircraft capable of providing non-scheduled passenger / cargo charter services.
 - 3.1.4.3. Personnel: Operators shall have employed, and on-duty, licensed and trained personnel required to meet the services of the operation. In the Operator's absence, they shall maintain during all business hours, an Operator in Charge authorized to represent and act on behalf of the Operator, to supervise the operations in the leased or subleased area on the Airport.
 - 3.1.4.4. Hours of Operation: Shall provide services in accordance with seasonality and customer demand.
- 3.1.5. **Specialized Aircraft Services** – A SSO specializing in aircraft services include Avionics, Instrument, Propeller Repair, Paint Shop, or Aircraft Manufacturing/Restoration.
- 3.1.5.1. Building: Construct, lease or sub-lease a building adequate to provide office space, available public restrooms and sufficient space to work indoors on aircraft, avionics, instruments or propellers. The building must be properly lighted and heated for this type of use.
 - 3.1.5.2. Personnel: Operators shall have employed, and on duty during business hours adequate to meet customer demand.
 - 3.1.5.3. Hours of Operation: Shall provide services in accordance with seasonality and customer demand.
 - 3.1.5.4. Performance of Services: The services provided hereunder shall be performed within or with immediate access to the required building, except for such services as must be performed outside for safety or emergency reasons, such as accidents, or aircraft run-ups, or if the aircraft is too large to be placed within the building.
 - 3.1.5.5. Equipment: The SSO shall have the requisite tools, towing equipment and the demonstrated capability to efficiently and safely move aircraft and store them in compliance with regulations.
- 3.1.6. **Air Cargo Operations and Handling** – A SSO desiring to provide air cargo operations is a person or persons, firm or corporation engaged in the transport of cargo or freight, including express packages and mail, using

either passenger or all-cargo aircraft. An air cargo carrier is certificated in accordance with FAR Part 121 to provide scheduled air freight, express, and mail transportation over specific routes, as well as the conduct of non-scheduled operations that may include passengers.

- 3.1.6.1. **Access:** The Operator (either an air cargo carrier or a ground cargo handler) shall have the right to enter and use the transient ramp.
- 3.1.6.2. **Ramp Space:** In order to enter and use the Airport's apron, the Operator (either an air cargo carrier or a ground cargo handler) shall negotiate space suitable for the Operation and enter into an Agreement.
- 3.1.7. **Airline Ground Handling/Ticket Counter Services:** A SSO desiring to engage in airline ground handling (excluding airline fueling or into plane services) must provide at a minimum the following services, equipment and facilities with a Full-Service Provider:
 - 3.1.7.1. **Building:** Office/counter lease space in the commercial terminal and arrange for proper storage of equipment through the airline lease space or lease space provided by the County.
 - 3.1.7.2. **Personnel:** Operator shall have employed, and on duty during the normal required travel and ticket counter hours, trained personnel. In the Operator's absence, they shall maintain during all posted business hours, an Operator In-Charge authorized to represent and act for or on behalf of the Operator, to supervise the operations in the leased or subleased area on the Airport.
 - 3.1.7.3. **Hours of Operation:** Shall post ticket counter hours and be available during those hours and during flight times to assist customers.
 - 3.1.7.4. **Employee Uniforms, Appearance, and Conduct:** Operators shall ensure that all employees are neat and presentable to the public. Employees shall have uniforms that allow them to be easily identified by the customer as a service provider. Customers shall be handled in a professional manner under any and all circumstances.
 - 3.1.7.5. **Equipment:** Shall own the requisite tools and equipment to adequately support the operation which may include: baggage transport equipment, baggage belt, loading bridges, tugs, and aircraft lavatory servicing equipment. The Operator shall demonstrate the capability to efficiently and safely conduct services in compliance with local, state, and federal regulations.
- 3.1.8. **Aircraft Storage** – A SSO engaged in providing T-hangar or open bay hanger storage facilities for the intent of leasing to other aircraft owners or Users shall provide as a minimum the following services and facilities:
 - 3.1.8.1. **Building/Facilities:** Lease or a sublease contiguous hangar floor space capable of housing at least three (3) single engine aircraft.
 - 3.1.8.2. **Personnel & Hours of Operations:** Operators shall have facilities and

resources available, if needed, and in accordance with customer needs.

- 3.1.8.3. Equipment: User or subtenant shall have the requisite tools, towing equipment and the demonstrated capability to efficiently and safely move aircraft and store them in compliance with local Regulations.
- 3.1.8.4. Contact Information: Provide telephone contact information for the convenience of the customers.

3.2. MULTIPLE SERVICE OPERATOR (“MSO”)

- 3.2.1. Multiple Service Operators must meet the same SSO requirements in any particular category while providing multiple services to include:
 - 3.2.1.1. Building: Construct, lease or sublease a building capable of housing offices, lounge area, restrooms and properly heated and lighted for the proposed use.
 - 3.2.1.2. Hour of Operations, Personnel Requirements, and Equipment: Depending on the services provided, Operators shall follow the requirements listed for each category of Single Service Operator.

3.3. FULL-SERVICE OPERATOR (“FSO”)

- 3.3.1. In the event that the FSO must contract with a SSO or MSO, a separate agreement shall be in place between that provider and the County.
- 3.3.2. FSO must meet the SSO and MSO minimum service(s) provided and the following:
 - 3.3.2.1. **Aircraft Maintenance:**
 - 3.3.2.1.1. Proper FAA license or certificate to provide aircraft maintenance.
 - 3.3.2.1.2. Mechanical services and annual inspections for single-engine and twin-engine (turbine / reciprocating) aircraft.
 - 3.3.2.1.3. FSO has the right to refuse mechanical services to an aircraft or powerplant belonging to any entity if there is a determination the appropriate maintenance logs are not in compliance with FAA regulations or for improper work.
 - 3.3.2.2. **Pilot Training:**
 - 3.3.2.2.1. Operators shall provide directly or arrange through an SSO or MSO to have available at all times at least one (1) aircraft capable of providing each of the following services:
 - 3.3.2.2.1.1. Basic pilot training (private license – ground school /

VFR certification in a single engine).

3.3.2.2.1.2. IFR / Instrument rating.

3.3.2.3. Aircraft Rental:

- 3.3.2.3.1. Operators shall provide directly or arrange through an SSO or MSO to have available (owned or leased) a sufficient number of FAA certificated aircraft to adequately handle the number of students considered, but not less than one aircraft, which shall be equipped to provide the type of instruction being conducted. Rental Aircraft will be available for rent to general aviation pilots who meet the FSO criteria for renting aircraft.

3.3.2.4. Commercial Line Services: Associated aviation line (ramp) services including, but not limited to:

- 3.3.2.4.1. Aircraft deicing (optional).
- 3.3.2.4.2. Aircraft preheating / starting (Optional).
- 3.3.2.4.3. Aircraft towing / parking.
- 3.3.2.4.4. Pilot supplies.
- 3.3.2.4.5. Aircraft meeting / greeting.
- 3.3.2.4.6. Tie down services.
- 3.3.2.4.7. Aircraft washing.
- 3.3.2.4.8. Airline ground handling with properly authorized equipment.
- 3.3.2.4.9. Customer courtesy vehicle.
- 3.3.2.4.10. Fueling.

3.3.2.5. Aircraft Hangars, Buildings, Land & Tie-down Services:

- 3.3.2.5.1. Operators shall provide space as available for the storage of aircraft visiting or based at the Airport on a first come, first serve basis.
- 3.3.2.5.2. Building(s) shall be capable of storing at least a medium sized corporate jet.
- 3.3.2.5.3. Building(s) may include: hangars, shops, offices, classrooms, a pilot's lounge, public restrooms, a flight planning / weather information area and public telephones. Area should be properly heated and lighted for the approved use.
- 3.3.2.5.4. The public arrival/departure area should be presentable and in good repair to provide a good first impression to individuals and companies visiting.
- 3.3.2.5.5. Available land on Airport property is required for Full-Service

Operations to accommodate buildings, aircraft, equipment, and customer parking.

- 3.3.2.6. **Additional Services:** Operators shall arrange for, or provide, the following services:

- 3.3.2.6.1. Avionics Repair.
- 3.3.2.6.2. Propeller Repair.
- 3.3.2.6.3. Aircraft Painting.
- 3.3.2.6.4. Aircraft Engine Rebuilding.
- 3.3.2.6.5. Ground Power Unit service.
- 3.3.2.6.6. Aircraft towing and disabled aircraft removal.
- 3.3.2.6.7. Supply oils and fluids required to serve aeronautical customers.

- 3.3.2.7. **Marketing and Promotions:**

- 3.3.2.7.1. Operators may develop and maintain a marketing and promotion program in an effort to market general aviation.

- 3.3.2.8. **Hours of Operation:**

- 3.3.2.8.1. Operators shall provide fueling and line services from daylight to dusk and/or to scheduled air carrier flight schedules or agreed upon hours of operation to meet the needs of customers.
- 3.3.2.8.2. Operators shall have a qualified staff available in accordance with customer needs and for the purpose of providing aircraft maintenance, repair, pilot training, and other services to the general public, with provisions for emergency on-call service for aircraft maintenance during nights, weekends, and holidays, unless otherwise agreed due to operations.
- 3.3.2.8.3. Emergency call out services will be available 7 days per week, 24 hours per day.

- 3.3.2.9. **Personnel:**

- 3.3.2.9.1. Operators shall employ, and have on-duty during operating hours, such numbers and types of trained personnel with proper FAA credentials, certificates, and ratings as applicable to provide adequate and efficient services.
- 3.3.2.9.2. Operators must demonstrate that procedures have been established to assure that all persons employed, or to be employed, who have unescorted access to any area on the Airport controlled for security reasons, have background checks to extent required by law, or regulation including, as a

minimum, references and prior employment histories to the extent necessary to verify representations made by the employee / applicant relating to employment.

- 3.3.2.9.3. Service staff must complete service training programs.
- 3.3.2.9.4. Employees shall be neat, clean, and courteous. Operators shall not permit its agents, servants, or employees to conduct business in a loud, noisy, boisterous, offensive, or objectionable manner.
- 3.3.2.9.5. Line service staff will be contactable by phone or radio (CTAF) at all times during normal business hours.

3.3.3. Commercial Fueling Services:

- 3.3.3.1. Minimum of one (1) Aviation Gasoline (AvGas) truck.
- 3.3.3.2. One (1) Jet-A fuel truck, one of which shall be at least 1,000 gallons.
- 3.3.3.3. The following services in a quantity and level of quality to meet the needs of the airlines and general aviation:
 - 3.3.3.3.1. Aviation fuel sales for end customer consumption (branded fuel).
 - 3.3.3.3.2. Into-plane Airline Fueling.

3.3.4. Fuel Farm:

- 3.3.4.1. Each Commercial Fueling Operator shall provide and retain ownership of: bulk storage tanks, fuel station, and fueling equipment deemed necessary or desirable by the Operator.
- 3.3.4.2. Operators shall be responsible for the day-to-day maintenance items for the operating system outside of the actual tank.
- 3.3.4.3. All fuel will be metered entering the tanks AND metered as it is pumped into the aircraft. The numbers will be reported monthly to Airport Management.
- 3.3.4.4. Compliance with all fueling regulations is the responsibility of the Operator.
- 3.3.4.5. All fueling facilities, mobile or fixed, must be in an approved location by the County.
- 3.3.4.6. There shall be no direct fueling from a common carrier transport truck into a mobile fuel truck or an aircraft on the Airport.
- 3.3.4.7. Fuel service cannot be denied to anyone for the purpose of airworthy aircraft.

3.3.5. Calibrated Meters:

- 3.3.5.1. Shall install a calibrated metering system at its storage facilities to accurately measure fuel delivered to the Airport.
- 3.3.5.2. Shall install a calibrated metering system on its fueling vehicles or other delivery devices to accurately measure fuel delivered into the customer's aircraft.
- 3.3.5.3. Shall maintain the calibrated metering system(s) in compliance with standards promulgated by the State of Utah Department of Weights and Measures.

3.3.6. Standard Operating Procedures/Spill Prevention Control and Countermeasures:

- 3.3.6.1. Commercial Fueling Operators shall develop and maintain Standard Operating Procedures (SOP) for fueling and ground handling and shall ensure compliance with standards set forth in FAA Advisory Circular 00-34A "Aircraft Ground Handling and Servicing." Full-Service Operator's SOP shall include a training plan, fuel quality assurance procedures and record keeping, and emergency response procedures to fuel fires and spills (including environmental protection).
- 3.3.6.2. Operator SOP shall also address: bonding and fire protection; public protection; control of access to the fuel storage facilities; and marking and labeling of fuel storage tanks and refueling vehicles.
- 3.3.6.3. Operator standard operating procedures shall be submitted to the County no later than 30 days before the Full-Service Operator commences activities at the Airport.
- 3.3.6.4. Commercial Fueling Operators shall provide the County with a copy of a Spill Prevention Control and Countermeasures Plan (SPCC) that meets regulatory requirements for above ground fuel storage facilities.
- 3.3.6.5. An updated copy of such SPCC Plan shall be filed with the Canyonlands Regional Airport ten (10) days prior to the actual implementation.
- 3.3.6.6. Operators shall maintain current records on file of quality control inspections of fueling equipment, initial and recurrent training of employees engaged in fueling operations, and fueling vehicle inspections, and shall make such records available to the Federal Aviation Administration and the County for auditing at any time.
- 3.3.6.7. Integration of NFPA Regulations
- 3.3.6.8. Commercial Fueling Operators shall comply with all NFPA Regulations.

3.3.7. Insurance Coverage:

- 3.3.7.1. Fuel Spill Liability Insurance must be considered as part of insurance

covered under the FSO.

3.3.8. Trash, Waste, and Other Materials:

- 3.3.8.1. Provide adequate and sanitary handling of all trash, waste and other materials including, but not limited to, used oil, sump fuel, solvents, solid waste, and comply with all applicable provisions.

3.4. PRIVATE FLYING CLUBS

- 3.4.1. A private flying club ("Club") is a non-profit organization for the express purpose of providing its members with an aircraft for personal use.

- 3.4.2. Clubs are not required to meet these Standards stipulated for aircraft rental or flight training as long as the membership is not available to the public; provided, however, that Clubs are subject to the Airport Rules and Regulations.

- 3.4.3. Records: Clubs shall file and keep current with the Airport:

- 3.4.3.1. A complete membership list and investment (ownership) share held by each member with contact information.

- 3.4.3.2. Copies of the bylaws, articles of incorporation, operating rules, membership agreements, vested ownership in the club, and the location and address of the Club's registered office. The books and other records of the Club shall be available for review at any reasonable time by the County or other representatives of the governing body.

- 3.4.3.3. Copies of insurance; number and type of aircraft; and evidence that aircraft are properly certificated.

- 3.4.3.4. Designee responsible for compliance with these Standards.

- 3.4.4. Operations:

- 3.4.4.1. The ownership of the aircraft must be vested in the name of the Club (or owned proportionately by all its members).

- 3.4.4.2. The property rights of the members of the Club shall be equal and no part of the net earnings of the club may benefit any member in any form (salary, bonuses, etc.).

- 3.4.4.3. The Club may not derive greater revenue from the use of its aircraft than the amount for the operation, maintenance and replacement of its aircraft.

- 3.4.4.4. No member of a Club shall receive compensation for services provided for such Club unless such member or owner is authorized to conduct Commercial Aeronautical Activities at the airport.

- 3.4.4.5. Club aircraft shall not be used by individuals other than members or

owners.

- 3.4.4.6. No member or owner shall use Club aircraft in exchange for compensation.
- 3.4.4.7. Sharing of flight expenses is permitted subject to the restriction in this section.
- 3.4.4.8. A Club which repeatedly violates these rules may be terminated.

3.5. OTHER COMMERCIAL AERONAUTICAL ACTIVITIES

- 3.5.1. Other Commercial Aeronautical Activities not specifically addressed in this part are subject to the review and approval by the Airport Director.
- 3.5.2. These activities may include:
 - 3.5.2.1. Ballooning.
 - 3.5.2.2. Glider Towing.
 - 3.5.2.3. Helicopter.
 - 3.5.2.4. Mechanics.
 - 3.5.2.5. SkyDiving.
 - 3.5.2.6. Ultralights.
 - 3.5.2.7. Commercial Banner Towing.
- 3.5.3. The following shall be required:
 - 3.5.3.1. Written authorization in the form of a lease or agreement;
 - 3.5.3.2. Evidence of certification and insurance; and
 - 3.5.3.3. Confirmed notification of hours of operation and location for the issuance of Notices to Airmen (NOTAMs).

3.6. SELF SERVICE FUELING

- 3.6.1. All Operators desiring to pump fuel shall first obtain a Fueling Permit.
- 3.6.2. Fueling Permit Approval:
 - 3.6.2.1. Self-fuel may not be sold, given or traded to other aircraft owners. Co-op (organization of several aircraft owners for the purpose of self-fueling) fueling for the purpose of showing ownership is prohibited. These restrictions do not apply to a FSO.
 - 3.6.2.2. All persons with fueling responsibilities shall be trained in a fueling and fire safety program that is approved by the FAA and Airport

Management.

- 3.6.2.3. Operators shall abide by all local, state, and federal regulations for fueling, fire and environmental protection at all times including the requirements of Sections 3.3.3 through 3.3.5 above.
- 3.6.3. Fuel Storage: Operators shall arrange and demonstrate that satisfactory arrangements have been made for the storage of fuel as follows:
 - 3.6.3.1. Operators must have fuel storage located on Airport property in approved fuel tanks or vehicles with proper containment.
 - 3.6.3.2. Fuel tanks and storage vehicles are subject to monthly, quarterly, annual or random inspections by Airport Management.
 - 3.6.3.3. Construction plans for bulk fuel storage or self-service fueling stations must be reviewed and approved by Grand County.
 - 3.6.3.4. All other storage of fuel on the Airport is prohibited unless otherwise approved by the County.
- 3.6.4. Mobile fuel trucks used for self-fueling:
 - 3.6.4.1. Mobile fuel trucks are prohibited from being used as bulk storage on the Airport unless stored in a designated area with containment capabilities.
 - 3.6.4.2. Due to the hazard of static electricity and fires; fuel cans (metal), for aviation usage, will not be permitted on the Airport.
 - 3.6.4.3. Operators agree to abide by all rules, regulations, policies, and procedures promulgated and adopted by the County and the Airport from time to time, including without limitation, payment of fuel flowage fees applicable to all fuel delivered to the Operator's premises or storage facility.
 - 3.6.4.4. Operators shall indemnify the County for all leaks, spills, or other damage that may result through the handling and dispensing of fuel.
 - 3.6.4.5. If a Tenant uses a fueling operator from outside of the airport, the fueling operator must obtain a permit. The Operator may enter the Airport, fuel their aircraft but then the fuel truck must be taken off Airport property immediately after fueling is completed.
- 3.6.5. Effect on Aircraft Owners
 - 3.6.5.1. This Section 3.6 shall not limit or prohibit aircraft owners from fueling their own aircraft at an approved self-fueling service location or approved source.

4. DEVELOPMENT STANDARDS

- 4.1. **Purpose:** Development standards promote consistent architectural design, site planning and visual appearance of hangars and other structures constructed at the

airport. Development standards ensure new hangar development shall be constructed in accordance with FAA regulations and Advisory Circulars along with local regulations relating to public health, safety, and welfare. Development standards also guarantee that future hangar development shall be designed and constructed in a manner that enhances both existing and future development.

4.2. Approval of Construction:

- 4.2.1. Development on Airport property shall be prohibited unless authorized in a valid lease or other agreement and consistent with these Standards. The User shall first meet with the Director for Site Plan Review pursuant to this Section 4.
- 4.2.2. The Director shall work with the User to present their potential development to the Airport Board for review and recommendation. Following the recommendation of the Airport Board, the Director and User shall present the proposed development to the County Commission in an open, public meeting. The County Commission has the sole authority to authorize Development.

4.3. Development Standards:

- 4.3.1. Development standards are implemented for use in the design of hangars and other structures built at the Airport. They do not replace local building and fire codes that are implemented by federal, state, and local agencies.
- 4.3.2. All buildings at the Airport, regardless of their intended use, are considered commercial developments as far as design and building standards. All building locations must comply with the Airport Layout Plan.
- 4.3.3. All engineering standards for utilities are strictly enforced on any airport development. It is the responsibility of the User to meet all codes and standards required. Development standards apply to both proposed hangar development and existing hangar modifications.

4.4. Site Plan Review / Permits:

- 4.4.1. Prior to site planning and design, the User shall meet with the Director to discuss the following pre-design requirements:
 - 4.4.1.1. Lease Agreement terms and conditions;
 - 4.4.1.2. Lot location for the proposed development with site plans;
 - 4.4.1.3. Development standards;
 - 4.4.1.4. Construction document requirements; and
 - 4.4.1.5. Building plans.
- 4.4.2. Upon submission of a complete development application to the Director, the Director shall present the proposed development to the Airport Board within a reasonable time. Upon approval by the Airport Board, the Director shall present the proposed development to the County Commission for approval

at its next public meeting, subject to review by the County Attorney.

- 4.4.3. Survey and Geotechnical Analysis: The County shall assist in the proposed development by coordination with the airport engineers on retainer with the County.
 - 4.4.3.1. Due to the requirements for NEPA compliance and airspace requirements, a survey may be required to identify the explicit location of the structure.
 - 4.4.3.2. Due to the nature and variation of the soils on and around the airport, every development will require geotechnical evaluation of the site, at the cost to the developer.
- 4.4.4. FAA Review: The User is responsible for submitting a Notice of Proposed Construction form 7460-1 for FAA review regarding height limitation compliance in addition to any other information or documents associated with the proposed development. The Director will aid the User if requested. Form 7460-1 and other permits can take 90 days or more to process and approve. No building permit will be issued until the FAA 7460-1 and any other required FAA documents are approved.
- 4.4.5. The User is responsible for obtaining all applicable building permits before the start of construction.
- 4.4.6. Users shall begin construction of their Improvements within one (1) year of the Effective Date of their Lease Agreement and shall not allow their building permit to lapse for any period of time or the Lease Agreement shall be automatically void and of no further force or effect. In the event that the User begins but fails to complete construction of a hangar or other Improvements, the User shall remove such partial Improvement and restore the site to its original condition at its sole cost and expense.

4.5. Setbacks:

- 4.5.1. Setbacks from object-free areas and property lines are required to enhance the safety of aircraft operations on taxiways and taxi-lanes and to allow access for emergency vehicles.
- 4.5.2. All setbacks shall conform to both local zoning ordinances, FAA Advisory Circulars, and this document. The site plan shall show the location and dimension of all object free areas on impacted taxiways or taxi-lanes.
- 4.5.3. The following hangar development setbacks apply:
 - 4.5.3.1. Structures shall have setbacks of no less than ten feet (10') from an adjoining lease line.
 - 4.5.3.2. Structures will be located outside the established object free areas.
 - 4.5.3.3. Structures facing a major access taxiway shall have a setback where activities associated within the hangar shall not impede the taxiway object free area or any building restriction line.

4.5.3.4. The rear setback shall be determined by the specific site location and constraints in the area.

4.6. Height Restrictions:

4.6.1. The overall height of the structure shall be commensurate with other proximate structures, depending on use and aircraft size. Under no circumstances will any structure be permitted to exceed a height that would make it an obstruction under FAR Part 77, as depicted on the FAA-approved Airport Airspace Drawing. All applications for development must include a completed and approved FAA Form 7460-1, Notice of Proposed Construction or Alteration.

4.7. Hangar Size:

- 4.7.1. Hangars shall be sized and shaped to adequately and safely store the proposed aircraft(s). The proposed hangar size, shape, and use must be consistent with the ALP/AMP for the proposed lot or parcel location unless unusual circumstances allow for exception
- 4.7.2. Hangars constructed at the Airport shall be a minimum of 2000 square feet.
- 4.7.3. The minimum hangar size established in these standards may be reduced or modified where the proposed site does not have adequate width or depth or to accommodate a utility easement or is a multiple aircraft hangar (such as a T Hangar type).
- 4.7.4. All hangar projects must be reviewed and approved by the County which may include engineering and planning consultants.

4.8. Architecture:

- 4.8.1. Structures erected at the Airport shall meet all applicable building codes, including fire, electrical, and plumbing, etc. The proposed structure will be reviewed by the Director and/or Airport engineering and planning consultants to determine compatibility with the ALP/AMP.
- 4.8.2. Construction Materials: Pre-fabricated, pre-engineered or erected structures shall have a façade of masonry, concrete, powder coated metal or a combination of these materials. Other materials may be used if approved by the Airport Board, the Fire Marshal, and the Building Inspector.
- 4.8.3. Structural Requirements: All structures shall be engineered to meet the current Grand County commercial building code.
- 4.8.4. Framing: All structures shall be totally enclosed. No open sided structures shall be permitted with the exception of shade covers. Metal shade covers may be built in designated areas with County approval.
- 4.8.5. Permits: All construction of structures shall be required to obtain a Commercial Building Permit from Grand County Building Department.

4.9. Exterior Appearance:

- 4.9.1. All exterior surfaces shall be of new material, pre-finished aluminum, steel, or decorative masonry. No painted wood, unfinished materials or excessive glass walls will be permitted. No used or damaged/salvaged materials will be allowed without prior approval of the County Building Department.
- 4.9.2. Glazing shall not cause glare or reflections that will interfere with Airport operations or ground circulation. Windows or large areas of glass shall be oriented and/or treated to avoid reflections which could distract pilots landing or taking off. All new construction shall be of high quality and utilize materials and finishes which will maintain their appearance with low maintenance.
- 4.9.3. For any structure or improvement at the Airport. Colors used on all exterior surfaces or for other items visible from the exterior, shall be limited to earth tone colors that minimize the contrast with the surrounding landscape. Prospective builders shall supply samples of the proposed exterior colors as part of the building approval process.

4.10. Paved Access:

- 4.10.1. The User shall provide paved access from the aircraft door of the hangar to the existing apron, taxi lane or taxiway edge if it exists. The pavement strength and materials shall be designed to current airport engineering and FAA standards. Exceptions may be granted upon review.

4.11. Stormwater Drainage Systems:

- 4.11.1. Stormwater drainage shall be designed to current engineering standards, comply with the established drainage plan of the Airport.
- 4.11.2. No storm drainage system shall be allowed under buildings.
- 4.11.3. All drainage from a structure's roof shall be connected to the Airport storm drainage system and designed so as to not negatively impact County property or other man made structures on the Airport.
- 4.11.4. The User is responsible for historical drainage on their leased area.

4.12. Signs:

- 4.12.1. Signs are permitted in accordance with County ordinance.
- 4.12.2. All signs must be approved by the Building Inspector and Airport Director.
- 4.12.3. Exterior lighted signs are prohibited at the Airport.

4.13. Lighting:

- 4.13.1. All lighting shall comply with County Ordinance No. 588 (Dark Skies Ordinance) and local building codes.

4.14. Landscape:

- 4.14.1. All landscaped areas shall comply with County ordinance.

- 4.14.2. Plant materials that attract birds and other wildlife are not permitted.
- 4.14.3. Trees are not permitted. Existing trees will be allowed to remain until the tree becomes a wildlife attractant, at which time the tree will be removed.
- 4.14.4. Xeriscape is highly recommended.
- 4.14.5. The landscape design shall be submitted to and reviewed by the Director and Building Inspector to ensure that all landscaping conforms to existing landscape ordinances and FAA height restrictions.

4.15. Sidewalks:

- 4.15.1. If a structure borders landside airport property, the User is responsible for the construction of the sidewalk and curb/gutter along the property line bordering the landside property unless a sidewalk is already existing.
- 4.15.2. All doors not adjacent to existing pavement shall be paved up to new or existing pavement.

4.16. Parking:

- 4.16.1. Parking shall be designed in accordance with County ordinance and ADA standards.
- 4.16.2. Pavement, curb and gutter shall be designed to meet current County and Airport engineering standards. Pavement, curb and gutter shall not be required on lots that are completely within the airport property boundaries.
- 4.16.3. Owners and visitors may park their vehicles within the hangar or airport provided parking spaces.
- 4.16.4. For hangars constructed on the Taxi lanes, the parking of vehicles or equipment off the paved surfaces is prohibited.

4.17. Outdoor Storage:

- 4.17.1. Outdoor storage areas, dumpsters, loading/unloading areas, and roof equipment shall be screened with the same architectural style as other structures or as approved upon review. Any outdoor storage area must be included in the lease agreement with the County.

4.18. Utilities:

- 4.18.1. The County provides water and sewage services for all entities; the cost of these utilities may be included in the approved lease agreements. The hangar owner will have to coordinate with the Utah Department of Environmental Quality and the Director for connecting to sewage and water systems since all buildings are considered commercial buildings.

4.19. Temporary Buildings:

- 4.19.1. Temporary buildings such as trailers or containers are subject to approval by the Director and shall:

- 4.19.1.1. be constructed within a leased boundary;
- 4.19.1.2. be constructed of materials that have an exterior color that complements the surrounding landscape and is approved by the Director;
- 4.19.1.3. be used for construction project purposes; and
- 4.19.1.4. shall have a maximum twelve (12) month occupancy period unless extended through written authorization of the Director.

4.20. Snow Removal:

- 4.20.1. The Airport removes snow in the AOA and within ten feet (10') of hangar structures when adjacent to a common-use apron or taxilane.
- 4.20.2. All snow removal operations are subject to the priorities (I, II, and III) established in the Airport Snow and Ice Control Plan.
- 4.20.3. Aprons and taxi lanes are the lowest priority (Priority III).
- 4.20.4. Hangars and structures adjacent to a taxi lane shall be plowed to the edge of the taxi lane.
- 4.20.5. When time permits, the Airport shall remove snow in other areas.
- 4.20.6. All other snow removal, including sidewalks, shall be the responsibility of the User.

4.21. Refuse:

- 4.21.1. No storage of waste, refuse material, aircraft parts, vehicles or equipment shall be permitted outside the hangar.

4.22. Fencing:

- 4.22.1. Security/Wildlife fencing shall be required on all properties that are located on the airport boundary and shall be the responsibility of the User.
- 4.22.2. Fence construction shall meet Airport Security Plan specifications. Airport Management may request a specific height and type of fencing and/or gates, to include electronic access gates, within reason, for security purposes.
- 4.22.3. Properties that are located entirely within the airport boundary fence line shall not be fenced. Temporary fence panels may be allowed on these properties at the discretion of the Director and/or when requested to be used for construction or security purposes.
- 4.22.4. Any development that affects existing fence lines shall receive the advanced approval of the Director prior to the initiation of development so that secured areas are not compromised.

4.23. Office and Living Quarters in Hangars:

4.23.1. Users are allowed to install offices, breakrooms, restrooms, and on-duty rest areas in their hangar, which may be used only for aviation purposes on a temporary basis for no more than four (4) consecutive days.

4.23.2. Hangars and any other location on the Airport may NOT be used for residences.

4.24. Use of Hangars:

4.24.1. Hangars may not be used for any non-aeronautical business enterprise unless authorized and approved by the County.

4.24.2. Any aeronautical business enterprise using a hangar must have pre-approval of the Airport Board, a contract established through the County Commission, and a valid business license in Grand County as required.

4.25. Construction Standard:

4.25.1. All construction must be accomplished in a timely manner and in accordance to lease agreements. The County reserves the right to inspect and reject any phase of the construction.

4.26. Clean-up and Reclamation:

4.26.1. The User shall haul all excess gravel and topsoil material from the site to an alternative location on the airport as directed by the Airport Staff.

4.26.2. If clean up and reclamation work is not completed within a reasonable time period after the issuance of a certificate of occupancy, the County shall have the right to complete the work or contract it out at the expense of the User.

4.27. Right of First Refusal:

4.27.1. If, at any time during the term of a Lease Agreement, a User (aka Tenant) shall, in response to a bona fide offer to purchase all or part of any Tenant Improvement from a third party, desire to sell or otherwise dispose of such interest, they shall notify the County in writing of the contract and provide a copy of said contract. The County shall have the right to purchase the Tenant Improvements on the same terms by notifying Tenant, within 30 days of receipt of the notice, in writing whether it wishes to purchase such interest at the price and on the same terms. If the County elects to purchase such interest, Tenant shall be bound to convey, assign, or otherwise transfer such interest to the County promptly thereafter at such price and on such terms. If the County elects not to purchase such interest or fails to give notice of its intention within the 30-day period, Tenant shall be free to convey, assign, or otherwise transfer such interest to the third party at a price not less than stated in the notice or on more favorable terms than those stated in the notice. Any conveyance by Tenant to a third party shall be subject to the terms of this Lease.

4.27.2. Notwithstanding Section 4.27.1, Tenant shall provide the required notice no less than sixty (60) days prior to expiration or termination of this Agreement.

4.27.3. If Tenant shall not have so disposed of its Tenant Improvements prior to

expiration or termination of this Agreement, such Tenant Improvements shall revert to the County.

5. AIRPORT LEASE POLICIES

5.1. General:

- 5.1.1. The County maintains ownership of all of the land at the Airport.
- 5.1.2. All Airport Users and Tenants shall execute a lease or other written agreement with the County prior to activity or use on Airport property in the form attached hereto as Exhibit A.
- 5.1.3. Each lease shall include non-exclusive access at all hours for County and Airport staff to allow for Based Aircraft Inventories, FAA-requested searches for missing airplanes, facility inspections for fire and safety considerations or other governmental investigations.

5.2. Initial Term:

5.2.1. Limits:

- 5.2.1.1. County owned terminal building leased space may be approved up to five (5) year Initial Term.
- 5.2.1.2. Landside Initial Term may be approved up to twenty (20) years.
- 5.2.1.3. Airside Initial Term may be approved up to thirty (30) years.

5.3. Agreement Renewal:

- 5.3.1. Term extensions may be considered up to four (4) separate five-year (5-year) intervals.
- 5.3.2. All amendments and extensions shall be subject to the base rate in the current year County Fee Ordinance.
- 5.3.3. Established terms and extensions shall not exceed fifty (50) years total.

5.4. Expiration/Termination:

- 5.4.1. Prior to expiration or termination of this Agreement, and subject to the County's right of first refusal in all Tenant Improvements, the Tenant shall have the option to: i) return the Premises to its original condition, or ii) sell any Tenant Improvements (as defined in Section 11) in place to an incoming third-party tenant who has signed a Lease Agreement with the County (which Lease Agreement shall be offered in the County's sole discretion and subject to the County's RFP process). In the event that Tenant does not remove or sell Tenant Improvements on or before the expiration or termination of this Agreement, all Tenant Improvements shall revert to the County; provided that such improvements shall be surrendered to Landlord in the condition in which Tenant is required to maintain them under this Agreement, reasonable wear and tear excepted, and free and clear of all

liens and encumbrances.

- 5.4.2. If Tenant fails to comply with this Section, the County shall have the right to remove or demolish any Tenant Improvements and restore the Premises to its original condition at the expense of the Tenant.
- 5.4.3. Upon expiration or termination, Tenant shall thereafter have no further rights to or interest in the Premises. Except as otherwise provided by this Agreement, Tenant shall not remove any improvements from the Premises, nor waste or destroy any improvements.
- 5.4.4. Upon or at any time after the date of the expiration or earlier termination of this Agreement, if requested by County, Tenant shall, without charge to County, promptly execute, acknowledge and deliver to County a deed and bill of sale (in form and content acceptable to County) which: conveys all of Tenant's right, title, and interest in and to the Premises and improvements; assigns all contracts designated by County, if any, relating to the operation, management or maintenance of the Premises or any part thereof; and conveys or assigns, as the case may be, all plans, records, registers, permits, and all other papers and documents which may be necessary or appropriate for the proper operation and management of the Premises.
- 5.4.5. Nothing herein shall prohibit the County from issuing a request for proposals or similar solicitation ("RFP") for a new tenant for the Premises and entering into a new Lease Agreement upon then-acceptable terms and then-market rent with the prior tenant for the same Premises if said prior tenant submits the most competitive proposal in response to the RFP.

5.5. Lease Rates:

- 5.5.1. Base Rate.
 - 5.5.1.1. Base Rate is recorded in the County Fee Ordinance identified in the Fee Schedule, adopted by the County each year.
- 5.5.2. Annual Rate Adjustment.
 - 5.5.2.1. The annual rent payable under this Agreement shall be calculated by multiplying the Base Rate by two-percent (2%) for each year after the base year ("Rent").
 - 5.5.2.2. On each five-year anniversary of the Lease, the Rent shall be recalculated to the greater of the current Rent amount or the base rate established in the current year Fee Ordinance.
- 5.5.3. Rates, Fees & Charges may be established for the following but not limited to:
 - 5.5.3.1. Leases (grounds or facilities).
 - 5.5.3.2. Sales (fuel, advertising, vending, concessions, etc.).

5.5.3.3. Services (ground transportation, concessions, FBO operations, charters, etc.).

5.5.3.4. Utilities (sewer, water, garbage, electrical, etc.).

5.6. Minimum Insurance Requirements:

- 5.6.1. The Operator shall, at its own cost and expense, obtain and maintain all such insurance required by the County, which requirements and policy amounts may be reevaluated and increased periodically in the County's sole discretion.
- 5.6.2. Operators shall provide the County with a copy of all such certificates of insurance on an annual basis.
- 5.6.3. Operators shall indemnify, defend, and hold the County, its elected and appointed officials, agents and employees, free and harmless from any and all claims and actions, loss, damage expense or cost, including attorney's fees and costs incurred by the County as a result of injury, or death or damage to persons or property sustained as a result of the Operator's use of the Leased Premises and operations at the Airport.
- 5.6.4. Upon failure of the Tenant to furnish, deliver and maintain such insurance as provided for herein, the County may obtain such insurance and charge the Tenant as additional rent, the cost of the insurance plus all appropriate administrative charges and incidental expenses associated with the transaction.

6. APPLICATION REQUIREMENTS

- 6.1. Applications for permission to conduct any Aeronautical and/or Commercial Activity or for a land or facility lease Agreement to conduct such activity at the Airport shall be made in writing to the Airport Director.
- 6.2. Applicants are strongly encouraged to visit with the Director to discuss the applicant's proposed activity prior to the preparation and submission of a detailed application (See application in Appendix A).
- 6.3. The applicant shall submit all information and materials necessary or requested by the County to establish, to the County's satisfaction, the applicant will qualify and comply with these Standards.
- 6.4. Application must be completed in its entirety.
- 6.5. If requested by the County for the purpose and type of commercial business activity, the applicant shall also submit the following supporting documentations:
 - 6.5.1. Financial Statements – A current financial statement prepared or certified by a Certified Public Accountant.
 - 6.5.2. Assets – A written listing of the assets owned or to be purchased and

utilized in conjunction with the commercial activity at the Airport.

- 6.5.3. Credit Report – A current business credit report covering all areas in which the applicant has done business within the last ten years.
- 6.5.4. References – A list of persons or businesses for which the County has the authorization to contact.
- 6.5.5. Authorization for Release of Information – A written authorization for the Federal Aviation Administration, all aviation or Aeronautical Commissions, administrators, or departments of states in which the applicant has engaged in aviation business to supply the County with all information in their files relating to the applicant or its operation. The applicant shall execute such forms, releases and discharges as may be requested by any of these agencies.

7. ACTION UPON APPLICATION

- 7.1. Upon receipt of a complete application to establish an Agreement in order to conduct business under these Standards, Airport Management will review the application to ensure its completeness and compliance with the requirements.
- 7.2. COMPLETE APPLICATION: If the application is found to be complete, Airport Management will schedule consideration of the proposed activity at the next regular Airport Board meeting. If the application is incomplete, Airport Management will advise the applicant of the deficiencies in writing.
- 7.3. CONSIDERATION: The Airport Board will consider the proposed activity, review the recommendation of Airport Management and take public comment. Following this consideration, the Airport Board will recommend approval or denial of the proposed activity to the Grand County Commission, which has the ultimate authority to approve or disapprove any proposed Aeronautical Activity. Grand County Commission consideration of a proposed activity will take place during a regular Grand County Commission meeting.
- 7.4. REPRESENTATION: The Airport Board recommends the applicant, or a duly appointed representative, be in attendance regarding the proposal and recommendation process in order to explain the operation and answer questions.
- 7.5. DENIAL CONSIDERATIONS:
 - 7.5.1. In consideration of the application, the Airport Board and/or the Grand County Commission may deny the application based on, but not limited to, one or more of the following terms and shall make written findings:
 - 7.5.1.1. NOT QUALIFIED: The applicant does not meet the qualifications, standards or requirements established by these Standards.
 - 7.5.1.2. SAFETY HAZARDS: The applicant's proposed operation or construction would create a demonstrated safety hazard at the Airport.

- 7.5.1.3. GRAND COUNTY EXPENDITURE: The approval of the application would require the County to expend funds, labor or materials in connection with the operation or resulting in a financial loss to the County.
 - 7.5.1.4. NON-COMPLIANCE WITH AIRPORT LAYOUT/MASTER PLAN: The proposed operation, development or construction does not comply with the Airport Layout Plan or Airport Master Plans.
 - 7.5.1.5. CONGESTION: The development or use of the area requested will result in depriving existing Airport Operators of portions of the area in which they are conducting operations; or buildings; or will result in unduly interfering with the operations at the Airport regarding aircraft traffic or service, or preventing unrestricted access to any airport area.
 - 7.5.1.6. MISREPRESENTATION: Any party applying for or having an interest in the business has supplied the County with any false information or has misrepresented any material fact in the application or in supporting documents; or has failed to make full disclosure on the application or in supporting documents.
 - 7.5.1.7. HISTORY OF VIOLATIONS: Any party applying for or having an interest in the business has a record of violating these Standards or any Federal, State, or local Policies and Procedures of any other airport, Grand County, or the Canyonlands Regional Airport.
 - 7.5.1.8. CONVICTION: Any party applying or interested in the business has been convicted of any crime or violation of any County ordinance, or State or Federal law, of such a nature that it indicates to the Airport Board and the County that the applicant would not be a desirable Tenant.
 - 7.5.1.9. DEFAULTED PERFORMANCE: Any party applying for or having an interest in the business has defaulted in the performance of any other lease agreement with another airport or public agency, Grand County, or the Canyonlands Regional Airport.
- 7.5.2. Upon denial, rejection or revocation, an Airport Customer or Operator, or prospective Airport Customer or Operator, shall cease all operations at the time of notification from the County of such action.
 - 7.5.3. Airport Customers or Operators or prospective Airport Customers or Operators may petition, at their own expense, the Grand County Commission for a public hearing to appeal such a decision.

7.6. BUSINESS LICENSE APPLICATION:

- 7.6.1. All Operators shall obtain a business license by submitting a business license application with the appropriate form on record at the County Clerk's office with the following supporting documents:

7.6.1.1. Appropriate FAA aircraft and/or pilot's license if required by the FAA.

7.6.1.2. Certificate of Insurance (COI) in type and amounts consistent with 10.7 Minimum Insurance Requirements.

7.6.2. Payment of a non-refundable application fee.

7.7. AUDIT:

7.7.1. The County reserves the right to audit the operational records of activities of a business for the sole purpose of verifying self-reported operations that are directly related to required fees paid to the County.

7.8. ACCEPTANCE AND APPROVAL:

7.8.1. Upon application acceptance, review and approval the applicant will coordinate with the County to complete the following documents:

7.8.1.1. County Business License

7.8.1.2. Lease Agreement OR Operating Agreement

APPENDIX A

APPLICATION
FOR COMMERCIAL AERONAUTICAL ACTIVITY
OR BUSINESS ON THE CANYONLANDS REGIONAL AIRPORT

1. Name, mailing address and phone number of applicant(s).

Company Name: _____

Mailing Address: _____

City: _____

State/Zip _____

Phone Number: _____

2. Type and structure of the organization; if incorporated, the names of the officers; if a partnership, the names of the partners.

Type and Structure of the Organization: _____

Name(s) of Officers or Partners: _____

3. Individual or business name and mailing address to appear on the lease or agreement.

Name: _____

Address 1: _____

Address 2: _____

City/State/Zip: _____

4. A statement of past experience in the specified aviation business or commercial activity for which the application is being made.

5. A list of any applicable Federal, State or local certifications and licenses currently held or to be obtained. Include copies of currently held licenses or certificates.

Pilot Licence

__PPL __IR __CPL __ATP __MCP __CFI __ME

Aircraft Mechanic License (AMP)

Other: Describe Below

6. A description of the amount of land, number of buildings, building space, etc. the applicant desires to lease. If the activity will be conducted under a sublease from an existing leaseholder, a copy of the proposed sublease must be provided. Include additional pages if needed.
-
-
-
-

7. A description of the services to be offered and a business plan, including all of the intended services upon completion of the installation of the facility.
-
-
-
-

8. Proposed commencement date of the proposed construction or site improvements, proposed completion date and proposed date of commencement of operations.

Commencement Date: _____ Completion Date: _____

9. A description of the building space to be constructed, including square footages, building types and intended use of each.
-
-
-
-

10. The estimated total cost of construction and improvements. \$_____

11. A site plan drawing depicting construction intended for the lease area (must be compatible with the Airport's current Airport Layout Plan). (*See Attached*)

12. The hours of operations and number of employees.

Hours of Operations: _____ Number of Employees: _____

13. The number and type of aircraft to be based upon the leasehold to be leased or subleased by the Operator.

Number of Aircraft: _____

Type(s) of Aircraft: Owned/Leased:

14. Provide a certificate of insurance or other satisfactory evidence of the ability to obtain insurance coverage as required in Section 10.7 Minimum Insurance Requirements (*See Attached Exhibit B Insurance Template*).

15. Provide an approved copy of the FAA Form 7460-1. Form FAA 7460-1 Notice of Proposed Construction or Alteration is required for all new structures or construction activity. Visit <https://www.faa.gov/forms/index.cfm/go/document.information/documentID/186273>

FOR OFFICIAL USE ONLY

Is the application complete? Yes No (If no, return to applicant) Does the proposed building meet airport planning and Minimum Standards requirements? Yes No

Additional Information Required: _____

Airport Director's Recommendation: _____

APPENDIX B
SAMPLE AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT

DRAFT TEMPLATE



AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT

BY AND BETWEEN

**GRAND COUNTY UTAH
CANYONLANDS REGIONAL AIRPORT**

AND

FOR

NAME OF SPACE / LOT

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Airport Property Lease and License Agreement

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EXHIBIT A - PREMISES

EXHIBIT B - APPROVED AIRCRAFT

EXHIBIT C - CERTIFICATE OF INSURANCE

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**This is a form template for convenience only. Each Lease shall be finalized with the Director and Tenant with particularized terms.*

AIRPORT PROPERTY LEASE AND LICENSE AGREEMENT

This Airport Lease and License Agreement ("Agreement"), is made and entered into this _____ (DAY) of _____ (MONTH), 20_____ by and between GRAND COUNTY, a municipality of the State of Utah ("County"), whose address is 125 East Center St., Moab, UT, 84532, and _____ (NAME OF COMPANY) _____ ("Tenant"), collectively referred to hereinafter as the "Parties" and individually as a "Party".

RECITALS:

- A. The County is the owner and operator of the Canyonlands Field Airport ("Airport"), located in Grand County, State of Utah, and operates the Airport for the promotion, accommodation and development of air commerce and air transportation; and
- B. The Parties now desire to enter into this Agreement to lease said tract of land or leasable space from County premises ("Premises"), as described and defined in Exhibit A, for such purposes and under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and terms herein contained, and other valuable consideration, the sufficiency of which is acknowledged by the Parties, their successors and assigns, the Tenant and County agree as follows:

1. PREMISES

- a. Lease of Premises. In consideration of the mutual covenants, promises, terms and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, County hereby leases to Tenant and Tenant hereby leases from County the following Premises:
 - i. The square footage of a ____ foot by ____ foot (#' x #') lot or space having approximately _____ total square feet of space, hereinafter "Space," located at the Airport located on a tract of land or leased Space being more particularly described on Exhibit A, which is attached hereto.
- b. As-Is Condition; No Express or Implied Warranties. TENANT HAS EXAMINED, AND ACCEPTS, THE PREMISES AND ANY FIXTURES ON THE LEASED SPACE, IN THEIR PRESENT "AS-IS" PHYSICAL CONDITION. NO REPRESENTATION, STATEMENT, OR WARRANTY, EXPRESS OR IMPLIED, HAS BEEN MADE OR IS MADE BY OR ON BEHALF OF COUNTY AS TO THE CONDITION OF THE PREMISES, OR AS TO THE FITNESS FOR ANY PARTICULAR USE THAT MAY BE MADE OF THE PREMISES. IN NO EVENT SHALL COUNTY BE LIABLE FOR ANY REASONABLY APPARENT DEFECT IN THE PREMISES FOR THE USE PERMITTED UNDER THIS AGREEMENT NOT WITHIN THE COUNTY'S CONTROL.

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2. INITIAL TERM

The Tenant and County mutually agree to lease the Premises from the County for an initial term of [REDACTED] years commencing on [DAY], of [MONTH], 20[REDACTED] (hereinafter the "Effective Date") and ending on [DAY], of [MONTH], 20[REDACTED].

3. AGREEMENT RENEWAL

- a. Subject to Section 6, so long as Tenant is not in Default, the Parties may, by mutual agreement, renew this Agreement (hereinafter referred to as "Renewal Term") for up to four (4) separate five-year (5-year) intervals. This Lease may not be renewed for more than four 5-year Renewal Terms.
- b. Tenant will provide a written request to the County not less than one hundred and twenty (120) days prior to the expiration of the Agreement or Renewal Term for each additional term of five (5) years.
- c. Upon Tenant's request for renewal, the County shall review the condition of the Premises and determine whether the Tenant shall be required to improve the Premises during the Renewal Term.
- d. Rent in Renewal Terms shall be recalculated to the greater of the current Rent amount or the base rate established in the current year County Fee Ordinance.
- e. Each Renewal Term is subject to County approval, which may not be unreasonably withheld; provided, however, that the County shall have no obligation to renew if the Tenant is in Default or does not agree to the conditions imposed under Section 3(c) and (d).

4. RENT

- a. Rent. Tenant agrees to pay County during Year 1 of the Initial Term the Base Rate of [REDACTED] dollars (\$[REDACTED].00) ("Rent") as established in the County Fee Ordinance, calculated as [REDACTED] cents/dollars [\$[REDACTED]] per square foot per year ("Rent").
 - i. Rent shall be paid in advance, and may be paid annually or in monthly installments.
 - ii. If paid annually, Year 1 Rent shall be paid in advance, prorated from the Effective Date through December 31, and all other Rent shall be paid annually on January 2 of each year or within 30 days of invoice by the County.
 - iii. If paid monthly, Rent shall be prorated in the month this Agreement commences for any partial tenancy and shall be due on the first of each month without further invoice from the County.
- b. Place of Payment. All payments due by Tenant to County under this Agreement shall be remitted to: **County Clerk, 125 East Center, Moab, Utah 84532**.
- c. Delinquent Payments. Without waiving any other right of action available to County, if Tenant fails to pay any installment of annual rent or any other fee due hereunder within thirty (30) days of the date the said rent or other fee is due, Tenant agrees to pay County a late fee equal to ten percent (10%) of the total said delinquent installment of rent or other fee ("Late Fee"). Any payments past due more than thirty (30) days shall also have interest added thereon at the rate of ten percent (10%) per annum ("Default Interest").
- d. Rental Adjustments:
 - i. The annual rent payable under this Agreement shall be calculated by multiplying the Base Rate by two-percent (2%) for each year after the base year ("Rent").

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- ii. On each five-year anniversary of the Lease, the Rent shall be recalculated to the greater of the current Rent amount or the base rate established in the current year County Fee Ordinance.
5. HOLDING OVER
- a. Month-to-Month. Should Tenant remain in possession of the Premises after the expiration of the Initial Term or Renewal Term, such holding over shall be subject to the terms and obligations of the Agreement, the Term of the Agreement shall convert to a month-to-month tenancy and all applicable federal, state and local laws applicable to month-to-month tenancy shall apply.
 - b. Rental Increase. Rent shall automatically increase one hundred and fifty percent (150%) on all holdover periods, shall remain valid for the duration of the holdover period, and shall be collectable as Rent unless this Agreement is renewed if permissible herein.
 - c. Termination. During all holdover periods, either Party may terminate the tenancy by giving at least thirty (30) days written notice.
 - d. Rent Due. Rent is due and payable pursuant to Section 4, as modified by this Section 5, during all holdover periods.
 - e. Additional Remedies. This provision shall not limit the Landlord's remedies provided by Utah statute.
6. EXPIRATION/TERMINATION
- a. Prior to expiration or termination of this Agreement, and subject to Section 7, the Tenant shall have the option to: i) return the Premises to its original condition, or ii) sell any Tenant Improvements (as defined in Section 11) in place to an incoming third-party tenant who has signed a Lease Agreement with the County (which Lease Agreement shall be offered in the County's sole discretion and subject to the County's RFP process).
 - b. In the event that Tenant does not remove or sell Tenant Improvements on or before the expiration or termination of this Agreement, all Tenant Improvements shall revert to the County; provided that such improvements shall be surrendered to Landlord in the condition in which Tenant is required to maintain them under this Agreement, reasonable wear and tear excepted, and free and clear of all liens and encumbrances.
 - c. If Tenant fails to comply with this Section, the County shall have the right to remove or demolish any Tenant Improvements and restore the Premises to its original condition at the expense of the Tenant.
 - d. Upon expiration or termination, Tenant shall thereafter have no further rights to or interest in the Premises. Except as otherwise provided by this Agreement, Tenant shall not remove any improvements from the Premises, nor waste or destroy any improvements.
 - e. Upon or at any time after the date of the expiration or earlier termination of this Agreement, if requested by County, Tenant shall, without charge to County, promptly execute, acknowledge and deliver to County a deed and bill of sale (in form and content acceptable to County) which: conveys all of Tenant's right, title, and interest in and to the Premises and improvements; assigns all contracts designated by County, if any, relating to the operation, management or maintenance of the Premises or any part thereof; and conveys or assigns, as the case may be, all plans, records, registers, permits, and all other papers and

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documents which may be necessary or appropriate for the proper operation and management of the Premises.

- f. Nothing herein shall prohibit the County from issuing a request for proposals or similar solicitation (“RFP”) for a new tenant for the Premises and entering into a new Lease Agreement upon then-acceptable terms and then-market rent with the prior tenant for the same Premises if said prior tenant submits the most competitive proposal in response to the RFP.

7. COUNTY RIGHT OF FIRST REFUSAL

- a. If, at any time during the term of this Agreement, Tenant shall, in response to a bona fide offer to purchase all or part of any Tenant Improvement from a third party, desire to sell or otherwise dispose of such interest, it shall notify Landlord in writing of the contract and provide a copy of said contract. Landlord shall have the right to purchase the Tenant Improvements on the same terms by notifying Tenant, within 30 days of receipt of the notice, in writing whether it wishes to purchase such interest at the price and on the same terms. If Landlord elects to purchase such interest, Tenant shall be bound to convey, assign, or otherwise transfer such interest to Landlord promptly thereafter at such price and on such terms. If Landlord elects not to purchase such interest or fails to give notice of its intention within the 30-day period, Tenant shall be free to convey, assign, or otherwise transfer such interest to the third party at a price not less than stated in the notice or on more favorable terms than those stated in the notice. Any conveyance by Tenant to a third party shall be subject to the terms of this Lease.
- b. Notwithstanding Section 7(a), Tenant shall provide the notice required in this Section 7 no less than sixty (60) days prior to expiration or termination of this Agreement.
- c. If Tenant shall not have so disposed of its Tenant Improvements prior to expiration or termination of this Agreement, such Tenant Improvements shall revert to the County as provided in Section 6.

8. USES AND PRIVILEGES OF TENANT

- a. Premises Use. Tenant shall use the Premises solely for [the construction, operation, repair, storage and maintenance of a private aircraft hangar OR DESCRIBE USE HERE] or other similar structure intended and used for:
 - i. Storing active aircraft;
 - ii. Sheltering aircraft for maintenance, repair, or refurbishment but not indefinitely storing non-operational aircraft;
 - iii. Storage of aircraft for the operation of a licensed business;
 - iv. Constructing amateur-built or kit-built aircraft provided that activities are conducted safely;
 - v. Storing aircraft handling equipment (i.e. tow bar, tow equipment, work benches, tools, and materials);
 - vi. Storing materials related to an aeronautical activity (i.e. balloon and skydiving equipment, office equipment, teaching materials and tools, items used for incidental uses);
 - vii. Storing non-aeronautical items that do not interfere with the primary aeronautical purpose of the Premises;
 - viii. The operation of an aviation or aeronautical related business;

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- ix. Parking a vehicle on the Premises in areas where aircraft are usually stored.
- b. **Premises Prohibited Uses.** Tenant understands the following uses of the Premises are considered “Prohibited Uses” and are expressly prohibited by this Agreement:
 - i. Use as a residence;
 - ii. Operation of a non-aeronautical business (i.e. limo/taxi service, car and motorcycle storage, storage of inventory, and non-aeronautical business office space);
 - iii. Activities that impede the movement of aircraft in and out of the structure or other aeronautical contents of the structure;
 - iv. Activities that displace the aeronautical contents of the structure or impede access to aircraft or other aeronautical contents of the structure;
 - v. Storage of household items that could be stored in commercial storage facilities;
 - vi. Long-term storage of derelict aircraft and parts;
 - vii. Storage of items or activities prohibited by local, state or federal laws;
 - viii. Inappropriate and illegal storage of fuel and other dangerous Hazmat materials;
 - ix. Storage of inventory or equipment supporting functions unrelated to the aeronautical use.
- c. **Prior Written Authorization.** Tenant agrees and understands that the Premises shall not be used for any prohibited purpose whatsoever unless Tenant shall have first obtained prior written authorization from County.
 - i. Authorization to expand Tenant’s use of the Premises may be withheld completely at the discretion of the County.
 - ii. Tenant agrees that if there is any discrepancy regarding whether a use is permitted or prohibited on the Premises that it shall be considered prohibited unless Tenant received written confirmation from the County the requested use is permitted.
- d. **Granted License.** Tenant is hereby granted during the term of this Lease a revocable license to use, in common with others similarly authorized, all Public Airport Facilities and improvements which are now or may hereafter be connected with or appurtenant to the Airport, except as hereinafter provided. As used herein, the term "Public Airport Facilities" shall include, but not necessarily be limited to, approach areas, runways, taxiways, public aprons, aircraft and automobile parking areas, terminal facilities, or other public facilities appurtenant to the Airport.
- e. **Premises Ingress and Egress.** Tenant is hereby granted during the term of this Lease the right to pedestrian and vehicular ingress to and egress from the Premises over and across public roadways serving the Airport for Tenant, its employees, representatives, agents, patrons, guests and suppliers, subject to such nondiscriminatory and lawful ordinances, rules and regulations as now or may hereafter have application at the Airport. It is understood and agreed that County hereby retains the right of ingress and egress over, through and across the Premises at any time for purposes of inspection and such other needs as County may have in connection with the operation of the Airport.
- f. **Prevent Hazards.** County reserves for itself, its successors and assigns, the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from the Airport and the right to prevent any other use of the Premises or the Airport that would constitute an airport hazard.

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- g. County Right to Enter. County shall have the right to enter the Premises and any building upon airport property for the purpose of conducting any inspection it deems expedient to determine compliance with all terms and conditions of this Agreement and in accordance with:
 - i. At any time if the Premises is experiencing a known emergency situation or if requested by law enforcement;
 - ii. Reasonable efforts will be made to notify Tenant before entering the Premises upon reasonable suspicion for the need to inspect;
 - iii. Prior arrangement for necessary inspections related to compliance;
 1. Tenant shall accompany a County representative in entering the leased premises for inspection purposes unless verbal or written approval is provided with date and time of inspection.
 - h. Locking Devices. If Tenant places any locking devices on the entrances to the Premises, Tenant must ensure the County has accurate and up-to-date contact information for an individual that can grant access to the Premises.
9. MINIMUM STANDARDS AND RULES AND REGULATIONS
- a. Compliance. Tenant represents throughout the duration of this Agreement to comply with the Airport Minimum Standards and Rules and Regulations as approved or amended by the County.
 - b. Conflict. In the event of conflict between this Lease and the Airport Minimum Standards or Rules and Regulations, the terms of this Lease shall control.
10. INSPECTION
- a. Tenant Inspection. Tenant agrees to inspect all Premises and surrounding Airport property, drainage, facilities and any other aspects of the Premises and provide any information to the County pertaining to concerns or issues related to the Premises.
 - b. Tenant Responsibility. It shall be the sole responsibility of Tenant to develop, maintain, repair and operate the entirety of the Premises and all Improvements and facilities thereon at Tenant's sole cost and expenses.
 - c. Satisfactory Condition. Tenant will not do or permit anything that would deface, damage, or deteriorate the value thereof, and agrees it will leave the Premises in a condition satisfactory to the County if and when it vacates the Premises with normal wear and tear accepted.
 - d. County Inspection. The County shall have the right to inspect the Leased Premises during regular Business Hours for compliance with this Lease and the Airport Minimum Standards and Rules and Regulations. In good faith, the County shall attempt to provide Tenant with 48-hours' advance notice, except in the event of an emergency in which no notice need be given.

11. IMPROVEMENTS

- a. "Improvements" or "Tenant Improvement" as used in this Agreement shall include any buildings, structure, interior walls and ceilings, electrical and plumbing additions, built-in cabinetry, flooring, landscaping, and any other enhancement made and affixed to the Premises by the Tenant, including a hangar.
- b. Plans and specifications for Improvements to be constructed on the Premises shall require written approval from the County prior to commencement of construction or installation of any Improvements.

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- c. Any modifications or alterations in such plans or concerning any Improvements to the Premises shall similarly require written approval by the County before the Improvements are installed.
- d. All construction plans and specifications for any Improvements, including site work such as ramp access, shall conform in all respects to the architectural requirements of County ordinances, building codes and regulations of County and such other authority as may have jurisdiction over the Premises or Tenants operations thereon.
- e. Prior to any initial construction, Tenant shall have a geo-technical engineer prepare a soil report.
 - i. Tenant shall submit the soil report to the County for approval, together with plans, drawings, sketches designs and specifications for all construction activity on the Premises, including landscaping.
 - ii. Tenant shall ensure that all improvements constructed on the Premises shall be in accordance with the recommendations contained in the soil report and the plans and specifications approved by the County.
 - iii. The approval given by the County shall not constitute a representation or warranty as to such conformity with zoning laws, regulations or building codes; responsibility therefore shall at all times remain with Tenant.
- f. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations, as amended from time to time, in the event any future structure or building is planned for Premises, or in the event of any modification or alteration of any future building or structure situated on the Premises.
 - i. Tenant agrees to complete Form FAA 7460-1 Notice of Proposed Construction if there is any adjustment in height or penetration of Part 77 airspace surfaces.
 - ii. Nothing in this Agreement shall be construed to prevent County from taking any action it considers necessary to protect the aerial approaches to the Airport from obstructions, or to keep the County from preventing the Tenant from erecting, or permitting to be erected on the Premises, any building, structure, or obstruction which, in the opinion of the County, would limit the usefulness of the Airport or constitute any kind of hazard to aircraft.
- a. Tenant shall begin construction of their Improvements within one (1) year of the Effective Date of this Lease and shall not allow their building permit to lapse for any period of time or this Lease shall be automatically void and of no further force or effect. In the event that Tenant begins but fails to complete construction of a hangar or other Improvements, Tenant shall remove such partial Improvement and restore the site to its original condition at its sole cost and expense.
- g. Prior to the construction of any Improvements, and as a condition to obtaining County's approval of tenant's plans as set forth above, the County may require the Tenant to deposit a cash escrow with the County in an amount sufficient to cover the costs and expenses of removing the improvements from the Premises.
- h. During the Term of this Agreement, Tenant shall own all Improvements permitted by County and constructed on the Premises.

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12. FINANCING

- a. Tenant shall have a right to place a mortgage, deed of trust or other security interest (a "Leasehold Mortgage") on Tenant's interest in the Improvements constructed by Tenant and Tenant's leasehold interest in the Premises.
 - i. Subject to this Section, Tenant shall have a right to secure the Premises via a UCC financing statement (a "Security") on Tenant's interest in the Improvements constructed by Tenant and Tenant's leasehold interest in the Premises upon notification to the County.
- b. Such Security shall not encumber County's fee interest in the Premises or County's reversionary interests in the improvements.
- c. Such Security shall be subject to the terms and conditions of this Lease and shall not modify any of the provisions of this Lease.
- d. In the event the holder of the Security seeks foreclosure on the financed interest, the County shall recognize the purchaser at a foreclosure sale as the Tenant hereunder so long as such purchaser cures (i) any monetary defaults of any prior Tenant within thirty (30) days of such foreclosure; (ii) all non-monetary defaults of Tenant within sixty (60) days of such foreclosure; and (iii) pledges to be bound by this Agreement in writing.
- e. Nothing herein shall permit a lender, creditor, or any purchaser at a foreclosure sale to remove any improvements from the Premises.

13. TAXES AND LICENSES

- a. Tenant shall pay on or before the last date on which payment therefore may be made without penalty or interest, and regardless of whether Grand County is a party thereto, all taxes, assessments, licenses and charges levied against Tenant's personal property, and all licenses and permits necessary for Tenant's operations under Federal or State statutes or local ordinances, insofar as they are applicable to Tenant's operations or use of the Premises at the Airport (hereinafter called "Impositions").
- b. Tenant may protest by appropriate proceedings in good faith and at its expense, the existence, amount, or validity of any Imposition and the extent of Tenant's liability therefore.
- c. Tenant agrees to indemnify County and hold County harmless from any and all losses, judgments, decrees, costs, (including reasonable attorney's fees), claims or demands for payment of any such Impositions or arising from Tenant's contest thereof.

14. REPAIR AND MAINTENANCE

- a. Tenant shall not permit rubbish, debris waste material or anything unsightly or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the Premises or to be disposed of improperly.
- b. Tenant agrees to maintain the Leased Premises and its Improvements adjacent to the hangar or other structure in a way that will reflect positively on the overall appearance of the Airport.
- c. County shall not be required to repair or maintain the Leased Premises in any way. Tenant expressly waives the right to make repairs at the expense of the County provided for in any statute or law now in effect or hereafter enacted.
- d. Tenant shall not store any inoperable equipment unless undergoing maintenance or reconstruction.

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- e. Unsightly materials not being used or creating a hazard shall be discarded or removed.
- f. If Tenant fails to make any repairs or do any work required of Tenant under the Terms of this Agreement within thirty (30) days after written notice of the need for repairs, the County may cause to be performed such work for the account and at the expense of Tenant.
 - i. All sums so expended by the County, together with twenty (20%) percent of cost for administration, shall be paid by Tenant to County on demand.

15. SNOW REMOVAL

- a. County agrees to use reasonable efforts to maintain aircraft movement areas, emergency routes, and aircraft parking areas clear of snow and within ten (10') feet of any leased structure.

16. ALTERATIONS AND ADDITIONS

- a. Tenant may install, place and erect upon the Premises any equipment, fixtures or other personal property related to use of the Premises in only those areas described in Exhibit A.
- b. Tenant may from time to time make such changes, alterations, and additions, structural or otherwise, to the Premises or such substitutions and replacements thereof as Tenant deems advisable; provided however, no such alterations, additions, installations, placement, erection or changes exceeding \$10,000.00 in cost shall be made without the prior written approval of County.
- c. All such alterations, additions, installations, placement, erections or changes shall be subject to Improvement requirements in this Agreement.
- d. All other fixtures, equipment and personal property, whether or not affixed or attached to the Premises, shall be and remain the property of Tenant and Tenant may remove the same from the Premises at any time during the term of this Lease.
 - i. Tenant shall, at its own expense, repair any and all damage done to the structure by such removal.
 - ii. Tenant shall be responsible for, at its own expense, repair and upkeep of such equipment, fixtures and other personal property.
- e. All alterations and additions allowed under this Section shall be subject to the requirements of Section 10 (Improvements).

17. SIGNS

- a. Tenant shall not, without the prior written approval of the County, erect or display any sign on the Airport, the Premises or any hangar or other structure constructed thereon.
 - i. The term "sign" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters or other similar devices.
- b. Prior to erection, construction or placing of any sign on the Airport, the Premises or any hangar or other structure constructed thereon, Tenant shall submit to County for approval, drawings, sketches, and dimensions of such signs which shall be in accordance with duly adopted Airport Sign Standards or any applicable standards in County's Land Use Code.
- c. Any conditions, restrictions, or limitations with respect to the use of such signs as are stated by the County in writing shall become conditions of this Lease.

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18. FIRE EXTINGUISHERS

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

19. UTILITIES

- a. Tenant agrees to pay all charges for electricity, water, sewer, trash removal and other utilities used by Tenant on the Airport at such rates as may be from time to time established by the County or applicable service provider.
- b. County assumes no responsibility for such utilities.
- c. County will provide a utility easement for service lines to the Premises in a location acceptable to County.
- d. Tenant shall be solely responsible for bringing all utility lines to Premises and shall provide separate meters for each of Tenant's utilities. County or future Airport tenants shall be able to connect to the utility lines that are installed by the Tenant without compensation.

20. INDEMNIFICATION

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

21. INSURANCE

- a. County hereby expressly disclaims any and all liability for any and all losses, damage, and/or claims to the aircraft, vehicles, and/or personal property or possessions of the Tenant or for aircraft, vehicles, and/or personal property or possessions of other which are in the care, custody, and control of Tenant, including but not limited to the loss of use and/or diminishment of value.
- b. County shall not be required to carry insurance on any of Tenant's property or to replace in whole or in any part of Tenant's property, including Tenant Improvements.
- c. Tenant shall carry and keep in force applicable insurance coverage of each policy or policies, as follows:

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- i. **Commercial General Liability / Aviation Liability:** Insurance including property damage, bodily injury and personal injury.
 - 1. \$2,000,000 per occurrence and \$4,000,000 aggregate;
- ii. **Commercial Automobile Liability Insurance:** For bodily injury and property damage for owned, non-owned and hired vehicles used in the operation of Tenant's business, if any;
 - 1. \$1,000,000 per occurrence with no limits
- iii. **Products/Completed Operations Liability:** Combined single limit bodily injury and property damage.
 - 1. \$1,000,000 for each occurrence and in the annual aggregate;
- iv. **Owned, Hired, and Non-Owned Liability:**
 - 1. \$1,000,000 for each occurrence;
- v. **Ground Hangar Keepers Liability:**
 - 1. \$1,000,000 each aircraft and;
 - 2. \$1,000,000 for each occurrence;
 - 3. With a maximum deductible of \$10,000 each and every loss;
- vi. **Workers Compensation Insurance:** Statutory, in compliance with State of Utah law;
- vii. **Pollution Liability for Commercial Operators:**
 - 1. \$1,000,000 for each occurrence
- viii. **Property Insurance:** against all risks of loss to any Tenant Improvements, including any hangar or other structure constructed on the Premises, at full replacement cost with no coinsurance limits maintained.
- d. The limits of insurance shall not in any manner impair the obligations of Tenant to indemnify, protect, defend and hold harmless County as specified in this Agreement.
- e. Each insurance policy must include Grand County as additional insured.
- f. Tenant shall provide the County with a Certificate of Insurance evidencing Tenant's compliance with the requirements of this paragraph upon execution of this Agreement, annually in January of each year, and within 5 days of request by the County.
 - i. Any insurance policy shall be written by insurance companies authorized to do business in the State of Utah and shall be written by companies approved by the County, such approval not to be unreasonably withheld.
 - ii. Certificates of insurance shall be delivered to the County at least ten (10) days prior to the effective date of the insurance policy for which the certificate is issued.
 - iii. Each such certificate shall contain (a) a statement of the coverage provided by the policy; (b) a statement certifying County is listed as an additional insured in the policy; (c) a statement of the period during which the policy is in effect; (d) a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and (e) an agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in amount for any reason whatsoever without at least thirty (30) days' prior written notice to County.
- g. In Landlord's sole discretion and as it deems necessary, it may periodically review, reevaluate, and increase these insurance requirements and policy amounts. In the event Landlord requires the Tenant to purchase additional insurance policies or increase policy amounts, Landlord shall provide 30 days' advance written notice to Tenant. In the event Tenant is unwilling or unable to

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procure such additional insurance, subject to the requirements of Section 6, the Tenant may terminate this Lease by providing written notice to Landlord. Annual rent and other fees due hereunder shall be payable only to the date of said termination.

- h. To the extent allowed by the State of Utah law, the Parties hereto each hereby release and relieve the other and waive their claim of recovery for loss or damage to property on the Premises arising out of, or incident to fire, lighting and other perils to the extent that said claims, actions, damages, liability and expenses are covered by insurance of either Party, whether due to negligence of either Party, their agents, or employees or otherwise so coverable by insurance. The Parties agree to cause such release and to endorse such provisions of insurance policies issued for the Premises or Parties which are the subject of this Agreement.
- i. If Tenant, for any reason, fails to maintain insurance coverage as required by this Agreement, the same shall be deemed a material breach of this Agreement.
 - i. The Tenant must cease operations during any vacancy in insurance coverage until coverage has been approved.

22. DAMAGE OR DESTRUCTION

- a. If any portion of the structure on the Premises or the appurtenances thereto shall be damaged or destroyed by a fire or any other cause or natural disaster, and this Agreement is not terminated as hereinafter provided, Tenant shall at its expense, remove the debris within sixty (60) days and restore the structure to a complete architectural unit within one (1) year.
- b. Should such damage or destruction (a) exceed \$10,000.00 or (b) result from a cause not covered under standard extended coverage insurance, Tenant may, not later than sixty (60) days after the date of such damage or destruction, elect to terminate this Lease by giving notice to County, such termination to be effective not later than one hundred and twenty (120) days after the date of such damage or destruction.
- c. Tenant shall have the option to repair such damage or destruction and if Tenant elects to repair such damage or destruction, Tenant shall pay the excess over the insurance proceeds to complete such repair.
- d. In the event of such damage or destruction, Tenant shall be entitled to all property salvaged from the Premises prior to the expiration of this Lease and if terminated, Tenant shall not be required to restore any structures on the Premises, but upon request from County, Tenant shall raze and remove all structures on the Premises and safely cap all utilities on the Premises within thirty (30) days of request.
- e. If this Lease is not so terminated, it shall continue and Tenant shall not be entitled to any reduction of abatement of rent.

23. OBLIGATIONS OF COUNTY

- a. Clear Title.
 - i. County covenants and agrees that at the granting and delivery of this Agreement it is well seized of the Premises and has good title thereto and that County has full right and authority to lease the same.
- b. Operation as Public Airport.
 - i. County or its successor covenants that it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances Agreement given by County to the United States Government under the Federal Airport and Airway Development Act.

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- c. Approval of Plans.
 - i. In the review and approval of Tenant's plans for construction, installation or modification of improvements or of subsequent alterations, as herein set forth, County agrees to act promptly and reasonably upon requests of approval for any plans, changes or alterations thereto.
- d. Maintenance of Airport.
 - i. County reserves the right to develop, improve, and maintain all Public Airport Facilities as the County shall see fit.
 - ii. County shall, throughout the term hereof, maintain all public areas and facilities, such as access roads on the Airport, in good and adequate condition for use by cars and trucks, and shall maintain clear and uninterrupted access to the parking area over said access areas and roads; provided, however, County may, at any time, temporarily or permanently, close any roadway or right of way for such access, ingress or egress whether inside or outside the terminal building, or any other area at Airport, in its environs presently or hereafter used as such, so long as a means of access, ingress and egress reasonably equivalent to that formerly provided, and not adverse to Tenant's continued use and enjoyment of the Premises is substituted therefore and is concurrently made available therefore.
 - iii. Tenant understands and agrees that there may be inconveniences caused by inclement weather and construction or renovations of buildings and roadways, and Tenant hereby releases and discharges County from any and all claims, demands or causes of action which Tenant now or any time hereinafter may have against County arising or alleged to arise out of the closing of any right of way or other area used as such, whether within or without Airport.
 - iv. If Tenant shall damage any facility of the Airport, including but not limited to hangars, buildings, runways, taxiways, roads, utility extensions, lighting, signs, towers, signs or any other similar facility, Tenant shall be obligated to pay the necessary and reasonable cost of repairs to County without regard to whether or not said damage is caused by negligence on the part of Tenant.

24. RELOCATION OF PREMISES

- a. County may, to conform to the Master Plan for the Airport, at its option, relocate the Premises covered by this Lease to another part of the Airport upon ninety (90) days prior written notice to Tenant, at any time during the term of this Agreement.
- b. At the time of such relocation, and in the County's sole discretion, the County shall either:
 - i. purchase from Tenant at fair market value as determined by appraisal performed by a local appraiser acceptable to both Tenant and County, all fixed improvements on the Premises; or
 - ii. provide Tenant with a similarly sized leased space, in a location generally comparable with adequate access to airplanes, motor vehicles and pedestrians to and from the new structures, runways, taxiways, and from adjacent streets and sidewalks.
- c. County shall also have the right upon ninety (90) days prior written notice to Tenant, at any time during the term of this Lease or as the same may be extended, to make such minor alterations of the parking area as are reasonable, provided

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that (a) County shall not treat Tenant less favorably than other tenants of County similarly situated, (b) such alterations shall be at no cost to Tenant, (c) no such alterations shall deprive Tenant of any portion of the Premises or any rights of use thereof as granted by this Lease.

- i. Upon such alterations, County agrees to furnish Tenant with a new plot plan and legal description and the rent under this Lease shall be reduced to the extent Tenant is deprived of the use or benefit of any portion of the Premises or of any rights under this Lease.

25. DEFAULT

- a. The following shall constitute a material default and breach of this Agreement by the Tenant:
 - i. Failure to Pay Rent / Amounts Due.
 1. The failure of Tenant to pay any amounts due under this Agreement after fees are due, or any failure to perform any other of the term, condition or other obligations of this Agreement to be observed or performed by Tenant for more than sixty (60) days after written notice of such failure is given to Tenant, shall be considered a material default and breach of this Agreement.
 - ii. Abandonment of Premises.
 1. If Tenant should abandon the Premises for a period of sixty (60) days or longer, the abandonment shall be considered a material default and breach of this Agreement.
 - iii. Provides Materially False Information.
 1. If Tenant, or an agent of Tenant, falsifies any report furnished to County pursuant to the terms of this Agreement, the false reporting shall be considered a material default and breach of this Agreement.
 - iv. Bankruptcy or Insolvency.
 1. If Tenant or any guarantor of this Agreement shall become bankrupt or insolvent, or file any debtor proceedings concerning the Premises in any court, or cause this Agreement to be taken under any writ of execution, or a petition seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same shall be considered a material default and breach of this Agreement.
 - a. Additionally, the filing or execution of attachment, encumbrance, lien or stop notice either against the Premises, County, or Tenant related to the use or possession of the Premises shall be considered a material default and breach of this Agreement.
 - b. Tenant shall not properly commence and expeditiously pursue action to dismiss any such involuntary petition or answer or to vacate such receivership, or, if after diligently exhausting Tenant's remedies, such petition shall not be dismissed or the receivership vacated within ninety (90) days.
 - v. Unapproved or Unauthorized Transfer of Interest.
 1. If Tenant should make an unapproved or unauthorized transfer of any interest acquired under this Agreement, or assign this

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- Agreement for the benefit of creditors, the same shall be considered a material default and breach of this Agreement.
- vi. Failure to Comply with Insurance Requirements.
1. Failure to comply with insurance requirements as needed for the type of operation in relation to this Agreement shall be considered a material default and breach of this Agreement.
- vii. Other Agreement Provisions.
1. Failure to comply with provisions of this Agreement within fourteen (14) days after written notice of such failure to comply shall be considered a material default and breach of this Agreement.
- b. In addition to any other rights and remedies prescribed in State of Utah law, upon Tenant's material default and breach of this Agreement may avail itself of the following remedies which are cumulative and not exclusive:
- i. Right of Surrender.
1. Tenant may surrender possession of the Premises at any given time by giving the County notice of its intent to surrender the Premises. Upon receiving notice of intent to surrender County may agree not to evict Tenant on the condition that the Tenant surrenders possession of the Premises in a timely manner.
2. Upon surrender of the Premises to County, this Agreement shall terminate and Tenant will be obligated to pay County any and all outstanding unpaid rental amounts, fees, or late charges as outlined in this Agreement as applicable and subject to County's duty to mitigate any damages.
- ii. Right to Re-Enter.
1. County may seek to reenter and recover possession of the Premises by any lawful means available under State of Utah law, in which case this Agreement shall immediately terminate, and Tenant must immediately remove all personal property, including aircraft, from the Premises.
- iii. Right to Relet Premises.
1. Should County elect to re-enter the Premises, as herein provided, or take possession of the Premises pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Agreement or it may from time to time, without terminating this Agreement, make such alterations and repairs as may be necessary in order to relet the Premises at such rental or rentals and upon such other terms and conditions as County in its sole discretion may deem advisable.
2. Upon each reletting, all rentals received by the County from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to County; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of residue and unpaid hereunder, and the rent due, if any, shall be held by County and applied in payment of future rent as the same may become due and payable hereunder.

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3. If such rentals received from such reletting during any month are less than that to be paid that month by Tenant hereunder, Tenant, upon demand shall pay any such deficiency to the County.
 - c. Damages.
 - i. Should County terminate this Agreement at any time for any such breach, County may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorney's fees, and including the worth at the time of such termination the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Agreement for the remainder of the stated Term over the then reasonable rental value of the Premises for the remainder of the Term, subject, however, the County's duty to mitigate damages, all of which amounts shall be immediately due and payable from the Tenant to County.
 1. In the event a lawsuit is brought for recovery of possession of the Premises, for the recovery of rent or any other amount due under the provisions of this Agreement, or because of breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach is established, Tenant shall pay to County all expenses incurred therefore, including reasonable attorney's fees.
 2. No remedy herein or elsewhere in this Agreement or otherwise by law, statute or equity, conferred upon or reserved to County or Tenant shall be exclusive of any other remedy, but shall be cumulative, and may be exercised from time to time and as often as the occasion may arise. Nothing herein or elsewhere in this Agreement shall be construed to relieve a Party of its duty to mitigate its damages.
 3. All monies due under this Agreement from Tenant to County shall be due on demand, unless otherwise specified, and if not paid when due, shall bear interest at the rate of 1.75% per month.
26. COSTS AND ATTORNEYS' FEES
- a. The parties agree that in the event of default, the defaulting party agrees to pay all reasonable costs and attorney's fees and expenses in enforcing this Lease. Any action commenced concerning the provisions of this Lease shall be in Grand County, Utah.
27. CANCELLATION BY TENANT
- a. This Agreement shall be subject to cancellation by Tenant after the happening of one or more of the following events:
 - i. The permanent abandonment of the Airport for general aviation;
 - ii. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict Tenant for a period of at least ninety (90) days from operating thereon;
 - iii. Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport.
 - b. Tenant may exercise such right of cancellation by written notice to the County at any time after the lapse of the applicable periods of time and this Agreement

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shall terminate as of that date. Annual rent and other fees due hereunder shall be payable only to the date of said termination.

28. QUIET ENJOYMENT

- a. County covenants with Tenant that upon performing the obligations herein provided on its part to be performed, Tenant shall have quiet enjoyment and peaceful possession of the Premises during the Term of this Agreement subject to the Minimum Standards and Rules and Regulations.

29. PUBLIC RECORDS

- a. It is specifically understood by Tenant that the County is a public body under State of Utah law and must comply with open records and meeting laws.

30. NON-DISCRIMINATION

- a. Tenant does also hereby agree to comply with the following provisions as required and amended from time to time by the FAA:
 - i. The Tenant, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the construction of any improvements on, over or under the Premises.
 - ii. Tenant 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, Non-Discrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and such provisions of said regulations as may in the future be amended.
 - iii. That in the event of failure to correct any breach of any of the non-Discrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, County shall have the right to terminate this Lease and to re-enter and repossess said land and the facilities thereon and hold the same as if said Lease had never been made or issued.
- b. Nondiscrimination Regarding USDOT Programs.
 - i. Tenant, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provisions of similar services or benefits, Tenant shall maintain and operate such facilities and services of Federal Regulations, Department of Transportation, Subtitle A Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations as amended.
- c. Affirmative Action.
 - i. Tenant assures that it, and/or sub-tenant, will undertake an affirmative action program as required by 14 Code of Federal Regulations Part 152, Subpart E – Nondiscrimination in Airport Aid Program, to ensure that no person shall on the grounds of race, creed, color, national origin, sex,

DRAFT TEMPLATE

age, disability or marital status be excluded from participation in any employment activities covered.

- d. Human Rights Law.
 - i. Tenant agrees to comply with Section 296, and all other pertinent provisions of Article 15 of the Executive Law (also known as the Human Rights Law) and all other Federal and State statutory and constitutional non-discrimination provisions and agrees to comply with all pertinent provisions of the Americans with Disabilities Act of 1990, and all pertinent regulations pursuant thereto.
- e. Enforcement.
 - i. In this connection, the County reserves the right to take whatever action it might be entitled by law to take in order to enforce these regulations.
- f. Non-Exclusive Rights.
 - i. It is hereby specifically understood and agreed between the Parties that nothing herein contained shall be construed as granting or authorizing the granting of exclusive rights to Tenant or others, as defined in Section 308 of the Federal Aviation Act of 1958, as amended.
- g. Agreement Preserves Compliance.
 - i. This Agreement shall be interpreted to preserve Tenant's rights and powers to comply with Federal and other governmental obligations.
- h. Subordination to Authority Government Commitments.
 - i. This Agreement is subordinate to the provisions of any Agreements between County and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of the County entering any agreement or participating in any program applicable to the Airport, Tenant agrees to consent to any such regulated modification.

31. SPONSOR'S ASSURANCES

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

32. RIGHT OF FLIGHT

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

DRAFT TEMPLATE

33. NOTICE AND PLACE FOR PAYMENT OF FEES

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

NAME OF COMPANY
Attn: NAME
ADDRESS
CITY, STATE, ZIP
Phone: XXX-XXX-XXXX
E-mail: EMAIL

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

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

With a Copy To:
Airport Director
110 West Aviation Way
Moab, Utah 84532

County Attorney
125 East Center St
Moab, Utah 84532

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

34. COMPLIANCE WITH LAWS

- a. Tenant agrees to abide by and conform to all of the Airport Rules and Regulations, Minimum Standards, Airport Security Program, County policies, County ordinances, and actions by the Grand County Council, County and State and Federal Laws and regulations pertaining to operations and activities of Tenant at or upon the Airport, whether now in effect or hereinafter enacted.

DRAFT TEMPLATE

- b. County agrees that such rules, regulations, ordinances and actions will not treat Tenant less favorably than those similarly situated as Tenant at the Airport.
- c. Tenant agrees that if it fails to correct violations of any such Airport rules and regulations, County policies, County Ordinances, actions by the County Council, State or Federal laws pertaining to Airport fire, health and safety within a reasonable time after actual notice of violation thereof from County, County may, in addition to any other remedies provided by law, statute or in equity, after reasonable time and notice, cause such violations to be cured for the account and at the expense of Tenant, and all sums so expended by County together with twenty (20%) percent for cost of administration shall be paid by Tenant on demand or cause this Lease to be cancelled.
- d. Tenant shall further conduct all of its activities in an orderly and proper manner and so as not to annoy or be offensive to others at the Airport. The County shall have the right to complain to Tenant as to the demeanor, conduct, and appearance of Tenant's personnel and invitees, whereupon Tenant will ensure removal or remedy the complaint. It is further expressly understood the willful failure on the part of the Tenant to remove the cause of the complaint shall require a formal complaint and review in consideration of material breach of this Agreement.

35. EVENT OF WAR OR NATIONAL EMERGENCY

- a. During time of war or national emergency County shall have the right to establish and Agreement of the landing area or any part thereof to the United States Government for military or naval use and, if any such Agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the Agreement to the United States Government, shall be suspended.

36. ASSIGNMENT AND SUBLetting

- a. The Tenant shall not assign, transfer, sublet, pledge, hypothecate, surrender or otherwise encumber or dispose of this Agreement or any estate created by this Agreement or any interest in any portion of the same, or permit any other person, or persons, company or corporation to occupy the Premises without the prior written consent of County being first obtained and such must be made subject to the terms and conditions of this Lease. Such written consent shall not be unreasonably withheld if the assignee/transferee/sublessee demonstrates financial credibility and the proposed use is consistent with the Airport Minimum Standards and Rules and Regulations.

37. AMENDMENTS.

- a. This Agreement may be changed, amended, or modified only upon the written consent of both Parties.

38. SEVERABILITY.

- a. If any paragraph of this Agreement is for any reason found invalid or unenforceable, the invalid or unenforceable provision shall be deemed severed from the remainder of this Agreement and the remaining paragraphs shall remain in full force and effect to the fullest extent of the law.

39. MISCELLANEOUS PROVISIONS

- a. The various rights and remedies herein contained and reserved to each of the parties, shall not be considered as exclusive of any other right or remedy of such party but shall be construed as cumulative and shall be in addition to every other

DRAFT TEMPLATE

remedy now or hereinafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall be construed as a waiver of any default or nonperformance or as acquiescence therein.

- b. Nothing herein contained nor any acts of the parties hereto shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, it being understood and agreed that the relationship between the parties hereto is that of landlord and tenant.
- c. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, as amended.
- d. The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles and sections. When required by the context, the singular shall include the plural and the neuter gender shall include the feminine and masculine genders and shall include a corporation, firm or association.
- e. All negotiations and oral agreements acceptable to both parties have been incorporated herein. This Agreement may not be amended or modified by any act or conduct of any of the parties or by any oral agreement which is not reduced to writing.
- f. This Agreement shall be construed under Utah law and shall be interpreted in the Moab District Court.
- g. "Tenant" as used herein shall include its successors, assigns, guests, invitees, licensees, personnel, directors, officers, members, and shareholders.

IN WITNESS WHEREOF, the hands of the Parties the day and year first above set forth.

ATTEST: _____
COMPANY NAME (NAME, TITLE) _____ DATE

ATTEST: _____
NAME, Grand County Council Chair _____ DATE

ATTEST: _____
NAME, County Clerk _____ DATE

DRAFT TEMPLATE

EXHIBIT A

PREMISES

Description:

SPACE OR LOT # as depicted in the attached diagram consisting of _____ X _____ sq. ft.

ATTACH MAP OF LEASE AREA

DRAFT TEMPLATE

EXHIBIT B

APPROVED AIRCRAFT

(Additional forms as necessary for number of aircraft)

Tenant hereby certifies that the Aircraft hereon will be stored on the Premises and the Tenant will notify the County of any change in the status of Aircraft storage.

TENANT

Signature

Address

City / State / Zip

Telephone

AIRCRAFT

AC NO: N_____

MAKE: _____

MODEL: _____

YEAR: _____

(Attach Copy of A/C Registration)

CANYONLANDS FIELD AIRPORT

Airport Director

DRAFT TEMPLATE

EXHIBIT C

CERTIFICATE OF INSURANCE (COI)

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)																																													
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																																															
PRODUCER <div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> <p>CONTACT NAME: _____ PHONE: _____ FAX: _____ EMAIL: _____ ADDRESS: _____</p> </div> <div style="flex: 1; text-align: right;"> <p>TAX ID: _____ JUL. REG.: _____</p> </div> </div>																																															
INSURED <div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> <p>INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:</p> </div> <div style="flex: 1; text-align: right;"> <p>NAME #</p> </div> </div>																																															
COVERAGE <div style="display: flex; justify-content: space-between;"> <div style="flex: 1;"> <p>CERTIFICATE NUMBER: _____</p> </div> <div style="flex: 1; text-align: right;"> <p>REVISION NUMBER: _____</p> </div> </div>																																															
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>																																															
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AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

JANUARY, 19, 2021

Agenda Item: F

TITLE:	Approving additions to the 2020 Property Tax Abatements and Cancelations.
FISCAL IMPACT:	The impact, spread across all taxing entities, is \$13,428.72 of which \$2,261.98 will be reimbursed by the State for a final impact of \$11,181.85.
PRESENTER(S):	Chris Kauffman, Grand County Treasurer

Prepared By: Chris Kauffman Grand County Treasurer 435-259-1338 ckauffman@grandco untyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

n/a

SUGGESTED MOTION:

I move to approve the additional 2020 property tax abatements and cancelations as presented.

BACKGROUND:

The Commission approved abatements and cancelations during the October 6th 2020 meeting prior to tax bills being mailed. The additional abatements and cancelations will cover everything from 9-30-2020 to 12-31-2020.

A handful of additional real and personal property abatements for disabled veterans, disabled low income individuals and low income seniors were accepted. Real property amounts totaled \$13,428.72. \$2,261.98, of which will be reimbursed by the State. There were no additional personal property abatements.

Cancelations totaled \$4,172.27. The cancelations are detailed in the attachments and include \$569.63 in recommended penalty cancelation (not shown on the District/Entity report), \$15.09 in Personal Property write offs, \$1,181.87 in prior year cancelations and \$2,405.68 in various other cancelations. Two of the cancelations listed in the attachment have already been approved by the Commission totaling \$3,436.29.

ATTACHMENT(S):

Grand County Auditor's District/Entity Abatement Report (Real Property covering all of 2020)

Grand County Auditor's District/Entity Abatement Report (Personal Property covering all of 2020)

2020 Additional Cancelations Summary

Grand County Redemption Tax Receipts – showing only cancelations made for prior years from 9-30-20 to 12-31-20.

GRAND COUNTY

01/05/2021

Auditor's District/Entity Abatement Report

03:42PM

District Code & Name	District Rate	Abatement Name	Count	Taxes Abated	Market Value
001 MOAB CITY	0.011258	CIRCUIT BREAKER	60	39,418.66	3,501,402
		COMMSSION ADJUSTMENT	4	1.11	99
		INDIGENT	45	11,070.94	983,384
		20% CIRCUIT BREAKER	58	25,355.76	2,252,242
		VETERANS	28	36,875.68	3,275,508
		District Totals:	195	112,722.15	10,012,635
002 SPANISH VALLEY	0.011258	BLIND	3	388.41	34,500
		CIRCUIT BREAKER	54	26,463.34	2,350,636
		COMMSSION ADJUSTMENT	11	2,405.81	213,698
		INDIGENT	35	8,748.34	777,074
		20% CIRCUIT BREAKER	44	18,515.65	1,644,666
		VETERANS	28	37,384.29	3,320,686
		District Totals:	175	93,905.84	8,341,260
003 MOAB CITY MMA	0.011258	BLIND	1	129.47	11,500
		CIRCUIT BREAKER	1	788.00	69,995
		INDIGENT	1	54.21	4,815
		20% CIRCUIT BREAKER	1	573.31	50,925
		District Totals:	4	1,544.99	137,235
004 COUNTY GENERAL	0.010605	CIRCUIT BREAKER	4	2,750.73	259,381
		COMMSSION ADJUSTMENT	1	1.54	145
		INDIGENT	1	184.47	17,395
		20% CIRCUIT BREAKER	3	1,060.06	99,959
		VETERANS	2	1,173.45	110,651
		District Totals:	11	5,170.25	487,531
005 ELGIN MOSQUITO ABATEMENT	0.010605	CIRCUIT BREAKER	1	754.32	71,129
		VETERANS	1	288.18	27,174
		District Totals:	2	1,042.50	98,303
006 CASTLE VALLEY FIRE	0.011185				
007 THOMPSON WATER DISTRICT	0.010605	CIRCUIT BREAKER	1	258.28	24,355
		COMMSSION ADJUSTMENT	4	3.53	332
		INDIGENT	1	328.80	31,004
		VETERANS	1	160.83	15,165
		District Totals:	7	751.44	70,856
008 GREEN RIVER CITY	0.010525				
009 TOWN OF CASTLE VALLEY	0.012997	CIRCUIT BREAKER	16	11,154.41	858,230
		COMMSSION ADJUSTMENT	2	1.50	115
		INDIGENT	9	1,708.30	131,437
		20% CIRCUIT BREAKER	13	6,377.02	490,653
		VETERANS	8	12,807.81	985,442
		District Totals:	48	32,049.04	2,465,877
011 ARCHES SPECIAL SERVICE DISTI	0.011258				
021 DIST 21	0.011258				

GRAND COUNTY

01/05/2021

Auditor's District/Entity Abatement Report

03:42PM

District Code & Name	District Rate	Abatement Name	Count	Taxes Abated	Market Value
022 DIST 22	0.011258				
023 DIST 23	0.011258				
024 DIST 24	0.010605				
025 DIST 25	0.010605				
026 DIST 26	0.011185				
027 DIST 27	0.010605				
028 DIST 28	0.010525				
029 DIST 29	0.012997				
031 STATE ASSESSED & SVWS & MC	0.011258				
034 STATE ASSESSED & SVWS	0.010605				
038 STATE ASSESSED & GRC & EMA	0.010525				
048 STATE ASSESSED & GRC	0.010525				
		BLIND	4	517.88	46,000
		CIRCUIT BREAKER	137	81,587.74	7,135,128
		COMMISSION ADJUSTMENT	22	2,413.49	214,389
		INDIGENT	92	22,095.06	1,945,109
		20% CIRCUIT BREAKER	119	51,881.80	4,538,445
		VETERANS	68	88,690.24	7,734,626
		Grand Totals:	442	247,186.21	21,613,697

GRAND COUNTY

01/05/2021

Auditor's District/Entity Abatement Report

03:42PM

Entity Code & Name	Entity Rate	Abatement Name	Count	Taxes Abated	Market Value
02 CASTLE VALLEY FIRE	0.000580	CIRCUIT BREAKER	16	497.77	858,230
		COMMISSION ADJUSTMENT	2	0.07	115
		INDIGENT	9	76.23	131,437
		20% CIRCUIT BREAKER	13	284.58	490,653
		VETERANS	8	571.56	985,442
		Entity Totals:	48	1,430.21	2,465,877
07 TOWN OF CASTLE VALLEY	0.001812	CIRCUIT BREAKER	16	1,555.11	858,230
		COMMISSION ADJUSTMENT	2	0.21	115
		INDIGENT	9	238.17	131,437
		20% CIRCUIT BREAKER	13	889.06	490,653
		VETERANS	8	1,785.62	985,442
		Entity Totals:	48	4,468.17	2,465,877
10 GRAND COUNTY GENERAL	0.002133	BLIND	4	98.12	46,000
		CIRCUIT BREAKER	137	15,219.18	7,135,128
		COMMISSION ADJUSTMENT	22	457.30	214,389
		INDIGENT	92	4,148.93	1,945,109
		20% CIRCUIT BREAKER	119	9,680.50	4,538,445
		VETERANS	68	16,497.96	7,734,626
		Entity Totals:	442	46,101.99	21,613,697
11 SCHOOL - GENERAL	0.005672	BLIND	4	260.92	46,000
		CIRCUIT BREAKER	137	40,470.32	7,135,128
		COMMISSION ADJUSTMENT	22	1,216.01	214,389
		INDIGENT	92	11,032.69	1,945,109
		20% CIRCUIT BREAKER	119	25,742.07	4,538,445
		VETERANS	68	43,870.82	7,734,626
		Entity Totals:	442	122,592.83	21,613,697
12 SCHOOL - STATE BASIC LEVY	0.001628	BLIND	4	74.89	46,000
		CIRCUIT BREAKER	137	11,615.95	7,135,128
		COMMISSION ADJUSTMENT	22	349.03	214,389
		INDIGENT	92	3,166.64	1,945,109
		20% CIRCUIT BREAKER	119	7,388.59	4,538,445
		VETERANS	68	12,591.98	7,734,626
		Entity Totals:	442	35,187.08	21,613,697
14 MULTICOUNTY ASSESSING & CO	0.000012	BLIND	4	0.55	46,000
		CIRCUIT BREAKER	137	85.62	7,135,128
		COMMISSION ADJUSTMENT	22	2.56	214,389
		INDIGENT	92	23.34	1,945,109
		20% CIRCUIT BREAKER	119	54.47	4,538,445
		VETERANS	68	92.83	7,734,626
		Entity Totals:	442	259.37	21,613,697
15 COUNTY A&C	0.000368	BLIND	4	16.93	46,000
		CIRCUIT BREAKER	137	2,625.72	7,135,128
		COMMISSION ADJUSTMENT	22	78.89	214,389

GRAND COUNTY

01/05/2021

Auditor's District/Entity Abatement Report

03:42PM

Entity Code & Name	Entity Rate	Abatement Name	Count	Taxes Abated	Market Value
		INDIGENT	92	715.80	1,945,109
		20% CIRCUIT BREAKER	119	1,670.15	4,538,445
		VETERANS	68	2,846.34	7,734,626
		Entity Totals:	442	7,953.83	21,613,697
16 LIBRARY	0.0000486	BLIND	4	22.36	46,000
		CIRCUIT BREAKER	137	3,467.67	7,135,128
		COMMISSION ADJUSTMENT	22	104.20	214,389
		INDIGENT	92	945.32	1,945,109
		20% CIRCUIT BREAKER	119	2,205.69	4,538,445
		VETERANS	68	3,759.04	7,734,626
		Entity Totals:	442	10,504.28	21,613,697
17 GRAND COUNTY CEMETERY	0.0000180	BLIND	4	8.28	46,000
		CIRCUIT BREAKER	137	1,284.31	7,135,128
		COMMISSION ADJUSTMENT	22	38.60	214,389
		INDIGENT	92	350.12	1,945,109
		20% CIRCUIT BREAKER	119	816.92	4,538,445
		VETERANS	68	1,392.23	7,734,626
		Entity Totals:	442	3,890.46	21,613,697
20 MOAB MOSQUITO ABATEMENT	0.0000228	BLIND	4	10.49	46,000
		CIRCUIT BREAKER	115	1,350.22	5,922,033
		COMMISSION ADJUSTMENT	15	48.74	213,797
		INDIGENT	81	402.48	1,765,273
		20% CIRCUIT BREAKER	103	900.10	3,947,833
		VETERANS	56	1,503.94	6,596,194
		Entity Totals:	374	4,215.97	18,491,130
21 MOAB VALLEY FIRE	0.0000425	BLIND	4	19.55	46,000
		CIRCUIT BREAKER	115	2,516.86	5,922,033
		COMMISSION ADJUSTMENT	15	90.86	213,797
		INDIGENT	81	750.25	1,765,273
		20% CIRCUIT BREAKER	103	1,677.82	3,947,833
		VETERANS	56	2,803.38	6,596,194
		Entity Totals:	374	7,858.72	18,491,130
23 CHARTER SCHOOL STATE LEVY	0.0000046	BLIND	4	2.12	46,000
		CIRCUIT BREAKER	137	328.21	7,135,128
		COMMISSION ADJUSTMENT	22	9.87	214,389
		INDIGENT	92	89.49	1,945,109
		20% CIRCUIT BREAKER	119	208.76	4,538,445
		VETERANS	68	355.79	7,734,626
		Entity Totals:	442	994.24	21,613,697
25 LIBRARY - DEBT	0.0000080	BLIND	4	3.68	46,000
		CIRCUIT BREAKER	137	570.81	7,135,128
		COMMISSION ADJUSTMENT	22	17.16	214,389
		INDIGENT	92	155.62	1,945,109
		20% CIRCUIT BREAKER	119	363.07	4,538,445

GRAND COUNTY

01/05/2021

Auditor's District/Entity Abatement Report

03:42PM

Entity Code & Name	Entity Rate	Abatement Name	Count	Taxes Abated	Market Value
		VETERANS	68	618.76	7,734,626
		Entity Totals:	442	1,729.10	21,613,697
		BLIND	44	517.89	506,000
		CIRCUIT BREAKER	1,495	81,587.75	77,776,678
		COMMISSION ADJUSTMENT	232	2,413.50	2,357,325
		INDIGENT	1,008	22,095.08	21,299,401
		20% CIRCUIT BREAKER	1,303	51,881.78	49,722,977
		VETERANS	740	88,690.25	84,774,906
		Grand Totals:	4,822	247,186.25	236,437,287

GRAND COUNTY

01/05/2021

Auditor's District/Entity Abatement Report

03:45PM

District Code & Name	District Rate	Abatement Name	Count	Taxes Abated	Market Value
001 MOAB CITY	0.010627	Veteran	1	272.74	25,665
		Indigent	3	225.18	21,190
		Circuit Breaker	7	927.83	87,310
		Write Off	44	21.75	2,047
		District Totals:	55	1,447.50	136,212
002 SPANISH VALLEY	0.010627	Veteran	2	208.93	19,660
		Circuit Breaker	2	44.26	4,165
		Write Off	37	14.21	1,336
		District Totals:	41	267.40	25,161
003 MOAB CITY MMA	0.010627	Write Off	3	0.09	9
		District Totals:	3	0.09	9
004 COUNTY GENERAL	0.010011	Write Off	1	1.82	182
		District Totals:	1	1.82	182
005 ELGIN MOSQUITO ABATEMENT	0.010011				
006 CASTLE VALLEY FIRE	0.010600	Write Off	1	0.03	3
		District Totals:	1	0.03	3
007 THOMPSON WATER DISTRICT	0.010011				
008 GREEN RIVER CITY	0.009926				
009 TOWN OF CASTLE VALLEY	0.012423				
011 ARCHES SPECIAL SERVICE DISTI	0.010627				
021 DIST 21	0.010627				
022 DIST 22	0.010627				
023 DIST 23	0.010627				
024 DIST 24	0.010011				
025 DIST 25	0.010011				
026 DIST 26	0.010600				
027 DIST 27	0.010011				
028 DIST 28	0.009926				
029 DIST 29	0.012423				
031 STATE ASSESSED & SVWS & MC	0.010627				
034 STATE ASSESSED & SVWS	0.010011				
038 STATE ASSESSED & GRC & EMA	0.009926				
048 STATE ASSESSED & GRC	0.009926				
		Blind	0	0.00	0
		Veteran	3	481.67	45,325
		Indigent	3	225.18	21,190
		Cancellation Tax	0	0.00	0
		Cancellation Penalty	0	0.00	0
		Cancellation Interest	0	0.00	0
		20% Home Owner Credit	0	0.00	0
		Circuit Breaker	9	972.09	91,475
		Write Off	86	37.90	3,577
		Grand Totals:	101	1,716.84	161,567

GRAND COUNTY

01/05/2021

Auditor's District/Entity Abatement Report

03:45PM

Entity Code & Name	Entity Rate	Abatement Name	Count	Taxes Abated	Market Value
02 CASTLE VALLEY FIRE	0.000589				
07 TOWN OF CASTLE VALLEY	0.001823				
10 GRAND COUNTY GENERAL	0.001493				
		Veteran	3	67.67	45,325
		Indigent	3	31.64	21,190
		Circuit Breaker	9	136.57	91,475
		Write Off	86	5.34	3,577
		Entity Totals:	101	241.22	161,567
11 SCHOOL - GENERAL	0.005672				
		Veteran	3	257.08	45,325
		Indigent	3	120.19	21,190
		Circuit Breaker	9	518.84	91,475
		Write Off	86	20.29	3,577
		Entity Totals:	101	916.40	161,567
12 SCHOOL - STATE BASIC LEVY	0.001661				
		Veteran	3	75.29	45,325
		Indigent	3	35.20	21,190
		Circuit Breaker	9	151.94	91,475
		Write Off	86	5.93	3,577
		Entity Totals:	101	268.36	161,567
13 GRAND COUNTY - DEBT	0.000101				
		Veteran	3	4.58	45,325
		Indigent	3	2.14	21,190
		Circuit Breaker	9	9.24	91,475
		Write Off	86	0.37	3,577
		Entity Totals:	101	16.33	161,567
14 MULTICOUNTY ASSESSING & CO	0.000009				
		Veteran	3	0.41	45,325
		Indigent	3	0.19	21,190
		Circuit Breaker	9	0.83	91,475
		Write Off	86	0.03	3,577
		Entity Totals:	101	1.46	161,567
15 COUNTY A&C	0.000377				
		Veteran	3	17.09	45,325
		Indigent	3	7.99	21,190
		Circuit Breaker	9	34.49	91,475
		Write Off	86	1.34	3,577
		Entity Totals:	101	60.91	161,567
16 LIBRARY	0.000379				
		Veteran	3	17.18	45,325
		Indigent	3	8.03	21,190
		Circuit Breaker	9	34.67	91,475
		Write Off	86	1.36	3,577
		Entity Totals:	101	61.24	161,567
17 GRAND COUNTY CEMETERY	0.000185				
		Veteran	3	8.39	45,325
		Indigent	3	3.92	21,190
		Circuit Breaker	9	16.92	91,475
		Write Off	86	0.66	3,577

GRAND COUNTY

01/05/2021

Auditor's District/Entity Abatement Report

03:45PM

Entity Code & Name	Entity Rate	Abatement Name	Count	Taxes Abated	Market Value
		Entity Totals:	101	29.89	161,567
20 MOAB MOSQUITO ABATEMENT	0.000178	Veteran	3	8.07	45,325
		Indigent	3	3.77	21,190
		Circuit Breaker	9	16.28	91,475
		Write Off	84	0.60	3,392
		Entity Totals:	99	28.72	161,382
21 MOAB VALLEY FIRE	0.000438	Veteran	3	19.85	45,325
		Indigent	3	9.28	21,190
		Circuit Breaker	9	40.06	91,475
		Write Off	84	1.49	3,392
		Entity Totals:	99	70.68	161,382
23 CHARTER SCHOOL STATE LEVY	0.000049	Veteran	3	2.22	45,325
		Indigent	3	1.04	21,190
		Circuit Breaker	9	4.48	91,475
		Write Off	86	0.18	3,577
		Entity Totals:	101	7.92	161,567
25 LIBRARY - DEBT	0.000085	Veteran	3	3.85	45,325
		Indigent	3	1.80	21,190
		Circuit Breaker	9	7.77	91,475
		Write Off	86	0.30	3,577
		Entity Totals:	101	13.72	161,567
		Blind	0	0.00	0
		Veteran	36	481.68	543,900
		Indigent	36	225.19	254,280
		Cancellation Tax	0	0.00	0
		Cancellation Penalty	0	0.00	0
		Cancellation Interest	0	0.00	0
		20% Home Owner Credit	0	0.00	0
		Circuit Breaker	108	972.09	1,097,700
		Write Off	1,028	37.89	42,554
		Grand Totals:	1,208	1,716.85	1,938,434

2020 Tax Cancellation Summary
9/30/2020 to 12/31/2020

Real Property Cancellations

Date	Parcel	Current Tax	Prior Yrs Tax & P/I	Current Penalty	Reason
9/30/2020	01-0006-0039	\$ 1.07			short payment
9/30/2020	02-0007-0062	\$ 4.50			Owing less than \$5.00 after abatement
9/30/2020	02-OSTE-0008	\$ 2.25			Owing less than \$5.00 after abatement
10/7/2020	01-0MPA-0010	\$ 0.01			Pmt was short
10/7/2020	07-0021-0034	\$ 0.01			Pmt was short
10/7/2020	07-0021-0084	\$ 2.03			Below \$5.00 minimum due
10/14/2020	02-0016-0056		\$ 110.69		Amt due after final Chapter 13 bankruptcy payment.
10/15/2020	04-0016-0045	\$ 1.54			Owing less than \$5.00 after abatement
11/10/2020	01-0007-0087		\$ 1,066.50		2019 Int&Pe cancelled by Council vote on 11-4-20.
11/13/2020	09-0000-0237	\$ 0.50			check was short
11/16/2020	02-0015-0065	\$ 0.23			check was short
11/16/2020	09-0000-0211	\$ 1.00			check was short
11/18/2020	02-0017-0092	\$ 0.30			check was short
11/20/2020	02-OSSP-0008	\$ 0.60			check was short
11/23/2020	02-0016-0103	\$ 1.30			check was short
11/23/2020	07-0021-0068	\$ 0.30			short payment
11/30/2020	01-0001-0205	\$ 0.02			short payment
12/4/2020	01-0001-0013	\$ 0.01			short payment
12/4/2020	02-0016-0045	\$ 1.11			short payment
12/4/2020	02-0017-0060	\$ 0.02			short payment
12/4/2020	02-ORIM-0042		\$ 14.76		Mailed to GW&SSA by mistake
12/4/2020	02-OSAG-0060		\$ 10.00		Mortgage Co did not pay
12/4/2020	02-OSMV-0017		\$ 10.00		County address/ownership error
12/4/2020	07-0021-0065	\$ 1.19			short payment
12/5/2020	09-0000-0308		\$ 30.66		Mortgage Co did not pay

12/8/2020	01-OGON-0208		\$ 4.68		County error applying payment
12/8/2020	02-OBLU-0030			\$ 25.68	Mortgage Co did not pay
12/8/2020	02-ORMV-0075	\$ 0.03			short payment
12/10/2020	01-OMBE-0004			\$ 10.00	Requested extension in advance due to circumstances.
12/16/2020	02-OSGV-0039			\$ 10.00	Mortgage Co did not pay
12/16/2020	06-OCVF-0032			\$ 10.00	Mortgage Co did not pay
12/17/2020	01-OMBE-0038			\$ 15.66	County error applying payment
12/17/2020	02-0020-0047			\$ 10.00	County error applying payment
12/17/2020	02-OLOY-0013			\$ 25.09	Mortgage Co did not pay
12/17/2020	02-ORDC-0064			\$ 28.71	Mortgage Co did not pay
12/17/2020	02-OSMU-0018			\$ 10.00	Mortgage Co did not pay
12/17/2020	04-0024-0081			\$ 10.00	County error applying payment
12/18/2020	01-OMCR-0011			\$ 10.00	Mortgage Co did not pay
12/18/2020	04-0023-0095			\$ 10.00	Mortgage Co did not pay
12/21/2020	02-0020-0016			\$ 40.91	Proof of bill pmt lost in mail provided
12/21/2020	02-OBLU-0035			\$ 11.26	Mortgage Co did not pay
12/21/2020	02-OBLU-0038			\$ 12.05	Mortgage Co did not pay
12/21/2020	02-OPUE-0032	\$ 2,369.79			Primary residential exemption approved by Commission
12/21/2020	02-OSSH-0013			\$ 21.41	Mortgage Co did not pay
12/28/2020	01-OMUT-0001			\$ 12.32	Proof of pmt lost in mail provided
12/28/2020	01-OMUV-0008			\$ 55.60	Proof of pmt lost in mail provided
12/28/2020	02-OWHS-0022			\$ 36.98	Proof of pmt lost in mail provided
12/29/2020	01-0200-0002			\$ 46.88	Auto Bill Pay Failure
12/29/2020	01-0MWA-0051			\$ 12.24	Mortgage Co did not pay
12/30/2020	01-0MCA-0002			\$ 16.38	Mortgage Co did not pay
12/31/2020	01-0MIL-0011			\$ 16.02	Proof of pmt lost in mail provided
12/31/2020	01-0MOV-0022			\$ 17.95	Proof of pmt lost in mail provided
12/31/2020	02-0020-0084			\$ 18.93	Mortgage Co did not pay
12/31/2020	02-0TIE-0017			\$ 35.82	Mortgage Co did not pay

Totals \$ 2,387.81 \$ 1,181.87 \$ 595.31

GRAND COUNTY CORPORATION
Redemption Tax Receipts
 Collected 10/01/2020 through 12/31/2020

01/06/2021
 10:26:2

Page 1

Date	Parcel No.	Payer Name	Year	Receipt	Dist	Type	Cash	Check	Charge/ACH	Total Paid
10/14/2020	02-0016-0056	SNYDER PATRICK C	2015	0012341	002 X	CC Principal	0.00	110.69	0.00	110.69
				Totals for Sequence:	00012341		0.00	110.69	0.00	110.69
11/10/2020	01-0007-0087	MOAB REC CNTR COMM X2019	2019	0012376	001 X	CC Penalty	0.00	286.13	0.00	286.13
11/10/2020	01-0007-0087	MOAB REC CNTR COMM X2019	2019	0012376	001 X	CC Interest	0.00	780.37	0.00	780.37
				Totals for Sequence:	00012376		0.00	1,066.50	0.00	1,066.50
12/08/2020	01-0GON-0208	RSK ENTERPRISES LLC C	2019	0012409	001 X	CC Principal	0.00	4.68	0.00	4.68
				Totals for Sequence:	00012409		0.00	4.68	0.00	4.68
				Deposit Totals:		0.00	1,181.87	0.00	1,181.87	
				Grand Totals:		0.00	1,181.87	0.00	1,181.87	

**AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
JANUARY 19, 2021**

Agenda Item: I

TITLE:	Adopting resolution amending the Economic Diversification Advisory Council By-Laws to clarify makeup and member qualifications
FISCAL IMPACT:	N/A
PRESENTER(S):	Chris Baird, Commission Administrator

Prepared By:

Mallory Nassau
Assoc. Commission
Admin

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to adopt the proposed resolution amending the Grand County Economic Diversification Advisory Council Bylaws.

BACKGROUND:

On December 15, 2020, the Grand County Commission approved the creation of the Economic Diversification Advisory Council and associated Bylaws. The Bylaws were approved with five voting member and three ex-officio members. The intention was to further refine voting member qualifications at a future meeting.

The proposed amendment to the Bylaws modifies membership of voting members to include, one County Commissioner, two Grand County citizens with qualified and relevant private sector experience who display knowledge and comprehension of opportunities for and barriers to economic diversification in Grand County, and two representatives from the public sector or organizations relevant to economic development in Grand County.

The amendment reduces the citizen members from four to two. The remaining two voting member positions are modified to include the requirement that they be representatives from public sector or organizations directly related to economic development.

Examples of representatives from public sector or organizations directly related to economic development include but are not limited to:

- The City of Moab
- Utah State University
- Moab Chamber of Commerce

ATTACHMENT(S):

1. Draft resolution amending the Grand County Economic Diversification Advisory Council (EDAC)
2. EDAC Bylaws - Redlined

GRAND COUNTY, UTAH

RESOLUTION NO.

A RESOLUTION OF GRAND COUNTY AMENINDG RESOLUTION 3257 UPDATING THE GRAND COUNTY ECONOMIC DIVERSIFICATION ADVISORY COUNCIL BYLAWS

WHEREAS, The current economy is summarized in the 2018 EDC Utah Community Assessment as follows:

- tourism-related employment and GDP accounts for over 50% of Grand County's economy;
- wage trends are positive, though annual wages are still low compared to Utah and national averages;
- median household income is 71% of the state median household income;
- median age in Grand County is significantly older than the state median age; and
- education levels in Grand County align with state averages more closely than many other rural Utah counties;

WHEREAS, economic diversity is an essential component for a healthy society and economy, and a diverse economy is more resilient against unexpected or uncontrollable market volatility;

WHEREAS, Grand County wishes to shorten the gap between wages and a cost of living by creating, attracting, and growing higher paying job opportunities for its residents;

WHEREAS, the social and economic impacts of COVID-19 has driven an increased demand for remote workforce development and corporate relocation to rural, destination locations;

WHEREAS, the Grand County Economic Diversification Action Plan provides an accurate overview of the current barriers to economic diversification and broader community development needs;

WHEREAS, the Grand County Commission (“Commission”) recognizes the need to provide a clear direction and measurable goals and objectives for staff in the commitment to diversify the economy in Grand County;

WHEREAS, the existing Grand County Economic Development Advisory Board is focused on SB95 funding and the facilitation and distribution of grants and public monies;

WHEREAS, the Commission recognizes that Planning and Zoning is an integral component to a diversified economy in Grand County;

WHEREAS, the Grand County Economic Development Director would benefit from a small council of business professionals and economically acute citizens to assist in efforts to diversify the economy in Grand County;

WHEREAS, the Commission recognizes the need for an advisory council to assist in policy development and advise on issues relating to economic diversification in Grand County; and

WHEREAS, the Commission has identified the need for the Grand County Economic Diversification Advisory Council to review existing and future ordinances to identify and mitigate barriers to economic diversification and assist the Commission and staff in completing an updated Economic Development Strategic Plan for the General Plan Update in 2021.

WHEREAS, the Commission approved the Grand County Economic Diversification Advisory Council on December 15, 2020; and

WHEREAS, the Commission determined Bylaw amendments were necessary to clarify council composition and voting member qualifications.

NOW, THEREFORE, BE IT RESOLVED by the Grand County Commission that it does hereby:

1. Amend the Bylaws for the Grand County Economic Diversification Advisory Council (“EDAC”), attached hereto as Exhibit A.

APPROVED by the Grand County Commission in open session this 19th day of January, 2021, by the following vote:

Those voting aye:

Those voting nay:

Those absent:

ATTEST:

Grand County Commission

Quinn Hall, Clerk/Auditor

Mary McGann, Chair

Exhibit A

Grand County EDAC Bylaws

(See attached)

BYLAWS
OF THE
GRAND COUNTY ECONOMIC DIVERSIFICATION ADVISORY COUNCIL
(“EDAC”)

ARTICLE I. NAME OF ORGANIZATION

The name of the Organization shall be the Grand County Economic Diversification Advisory Council (EDAC” or the “Council”).

ARTICLE II. BOARD PURPOSE

The Council is organized to assist the Grand County Commission (the “Commission”) in reviewing ordinances to identify barriers to economic diversification and to recommend policy and law that enhance opportunities for economic diversification in Grand County. The Council shall also serve as a resource for the Grand County Economic Development Director, the Grand County Planning and Zoning Director, and as an advisory council to the Grand County Commission on issues pertaining to economic diversification. The Council is advisory only; membership in the Council does not empower any Member to speak for or represent the County.

ARTICLE III. MEMBERSHIP

Section 1. Membership

The Membership of the Council shall be as follows:

- One County Commissioner (Voting Member)
- ~~Four~~Two, Grand County citizens with qualified and relevant private sector experience who display knowledge and comprehension of opportunities for and barriers to economic diversification in Grand County (Voting Members)
- [Two, representatives from the public sector or organizations relevant to economic development in Grand County \(Voting Members\)](#)
- County Economic Development Director (Ex-Officio)
- County Planning and Zoning Director (Ex-Officio)
- Designee member of the County Planning Commission (Ex-Officio)

The voting Members are appointed by and serve the Commission. The designee member of the Planning Commission is chosen by the Planning Commission. Attendance and participation by the Grand County Administrator and executive staff is encouraged, but not mandatory.

Section 2. Term

Each Member shall serve a one-year term. The Commission may appoint Members to successive one-year terms.

Section 3. Attendance Requirements

Each Member of the Council shall attend at least 75% of the meetings of the Board per year or the Member's seat shall be referred to the Commission for replacement.

Section 4. Vacancies

Whenever any vacancy occurs in the Council, it shall be filled without undue delay by the Commission.

ARTICLE IV. MEETINGS OF MEMBERS

Section 1. Regular Meetings

Regular meetings of the Members shall be held at least quarterly, at a time and place designated by the Council Chair.

Section 2. Annual Meetings

An annual meeting of the members shall take place in the first quarter of the year, the specific date, time and location of which will be designated by the Chair. At the annual meeting, the members shall elect officers, receive reports on the activities of the council, create a calendar of regular meetings, and determine priorities and activities for consideration in the coming year.

Section 3. Special Meetings

Special meetings may be called by the Chair or a simple majority of the Council.

Section 4. Notice of Meetings

Voting Members shall receive notice of each regular meeting through approval of the calendar of regular meetings. Electronic notice of any other meeting shall be given to each Voting Member not less than two days prior to the meeting. The Board will also follow the Open and Public Meetings Act (Utah Code Title 52, Chapter 4), which mandates that notice and the agendas of public meetings be posted and available to the public.

Section 5. Quorum

A quorum for a meeting of the Members shall consist of at least 3 of the Voting Members; provided, however, that one Voting Member shall have power to adjourn a meeting to a specified later date without notice where a quorum cannot be met.

Section 6. Voting

All issues to be voted on shall be decided by a simple majority of Voting Members present at the meeting in which the vote takes place.

ARTICLE V. OFFICERS

Section 1. Offices

The officers of the Council shall be the Chair, Vice-Chair, and Secretary. All officers must be members of the Council.

Section 2. Chair

The Chair shall preside at all meetings of the membership and shall have the power to sign all correspondence from the Council to the Commission.

Section 3. Vice-Chair

The Vice-Chair shall be vested with all the powers and shall perform all the duties of the Chair during the absence of the latter.

Section 4. Secretary

The Secretary shall attend all meetings of the Council, and all meetings of members and shall act as a clerk thereof. The Secretary's duties shall consist of:

- Assisted by a county staff member, they shall record all votes and minutes of all proceedings.
- Assisted by a county staff member, they shall send notices of all meetings to the public.

Section 5. Election of Officers

Officers shall be appointed by majority vote of the Council at each Annual Meeting.

Section 6. Vacancies

The Council shall be responsible for nominating persons to fill officer vacancies which occur between annual meetings

ADOPTION OF BYLAWS

We, the undersigned, are all of the initial creators of this board, and we consent to, and hereby do, adopt the foregoing Bylaws.

ADOPTED AND APPROVED by the Grand County Commission on this 195th day of
DecemberJanuary, 20202021.

Grand County Commission Chair

Grand County Clerk/Auditor

GRAND COUNTY, UTAH

RESOLUTION NO. 3257 (2020)

CREATING THE GRAND COUNTY ECONOMIC DIVERSIFICATION ADVISORY COUNCIL AND ADOPTING THE GRAND COUNTY ECONOMIC DIVERSIFICATION ACTION PLAN

WHEREAS, The current economy is summarized in the 2018 EDC Utah Community Assessment as follows:

- tourism-related employment and GDP accounts for over 50% of Grand County's economy;
- wage trends are positive, though annual wages are still low compared to Utah and national averages;
- median household income is 71% of the state median household income;
- median age in Grand County is significantly older than the state median age; and
- education levels in Grand County align with state averages more closely than many other rural Utah counties;

WHEREAS, economic diversity is an essential component for a healthy society and economy, and a diverse economy is more resilient against unexpected or uncontrollable market volatility;

WHEREAS, Grand County wishes to shorten the gap between wages and a cost of living by creating, attracting, and growing higher paying job opportunities for its residents;

WHEREAS, the social and economic impacts of COVID-19 has driven an increased demand for remote workforce development and corporate relocation to rural, destination locations;

WHEREAS, the Grand County Economic Diversification Action Plan provides an accurate overview of the current barriers to economic diversification and broader community development needs;

WHEREAS, the Grand County Commission ("Commission") recognizes the need to provide a clear direction and measurable goals and objectives for staff in the commitment to diversify the economy in Grand County;

WHEREAS, the existing Grand County Economic Development Advisory Board is focused on SB95 funding and the facilitation and distribution of grants and public monies;

WHEREAS, the Commission recognizes that Planning and Zoning is an integral component to a diversified economy in Grand County;

WHEREAS, the Grand County Economic Development Director would benefit from a small council of business professionals and economically acute citizens to assist in efforts to diversify the economy in Grand County;

WHEREAS, the Commission recognizes the need for an advisory council to assist in policy development and advise on issues relating to economic diversification in Grand County; and

WHEREAS, the Commission has identified the need for the Grand County Economic Diversification Advisory Council to review existing and future ordinances to identify and mitigate barriers to economic diversification and assist the Commission and staff in completing an updated Economic Development Strategic Plan for the General Plan Update in 2021.

NOW, THEREFORE, BE IT RESOLVED by the Grand County Commission that it does hereby:

1. Create the Grand County Economic Diversification Advisory Council (“EDAC”), with members to be appointed in a public meeting on February 16th, 2021;
2. Adopt the Bylaws for the EDAC attached hereto as Exhibit A; and
3. Adopt the Grand County Economic Diversification Action Plan dated December 2020.

APPROVED by the Grand County Commission in open session this 15th day of December 2020, by the following vote:

Those voting aye: McGann, Wells, Hawks, Woytek, Clapper, Halliday

Those voting nay: _____

Those absent: Paxman _____

ATTEST:



Quinn Hall, Clerk/Auditor

Grand County Commission



Mary McGann, Chair

Exhibit A

Grand County EDAC Bylaws

(See attached)

BYLAWS
OF THE
GRAND COUNTY ECONOMIC DIVERSIFICATION ADVISORY COUNCIL
(“EDAC”)

ARTICLE I. NAME OF ORGANIZATION

The name of the Organization shall be the Grand County Economic Diversification Advisory Council (EDAC” or the “Council”).

ARTICLE II. BOARD PURPOSE

The Council is organized to assist the Grand County Commission (the “Commission”) in reviewing ordinances to identify barriers to economic diversification and to recommend policy and law that enhance opportunities for economic diversification in Grand County. The Council shall also serve as a resource for the Grand County Economic Development Director, the Grand County Planning and Zoning Director, and as an advisory council to the Grand County Commission on issues pertaining to economic diversification. The Council is advisory only; membership in the Council does not empower any Member to speak for or represent the County.

ARTICLE III. MEMBERSHIP

Section 1. Membership

The Membership of the Council shall be as follows:

- One County Commissioner (Voting Member)
- Four, Grand County citizens with qualified and relevant private sector experience who display knowledge and comprehension of opportunities for and barriers to economic diversification in Grand County (Voting Members)
- County Economic Development Director (Ex-Officio)
- County Planning and Zoning Director (Ex-Officio)
- Designee member of the County Planning Commission (Ex-Officio)

The voting Members are appointed by and serve the Commission. The designee member of the Planning Commission is chosen by the Planning Commission. Attendance and participation by the Grand County Administrator and executive staff is encouraged, but not mandatory.

Section 2. Term

Each Member shall serve a one-year term. The Commission may appoint Members to successive one-year terms.

Section 3. Attendance Requirements

Each Member of the Council shall attend at least 75% of the meetings of the Board per year or the Member's seat shall be referred to the Commission for replacement.

Section 4. Vacancies

Whenever any vacancy occurs in the Council, it shall be filled without undue delay by the Commission.

ARTICLE IV. MEETINGS OF MEMBERS

Section 1. Regular Meetings

Regular meetings of the Members shall be held at least quarterly, at a time and place designated by the Council Chair.

Section 2. Annual Meetings

An annual meeting of the members shall take place in the first quarter of the year, the specific date, time and location of which will be designated by the Chair. At the annual meeting, the members shall elect officers, receive reports on the activities of the council, create a calendar of regular meetings, and determine priorities and activities for consideration in the coming year.

Section 3. Special Meetings

Special meetings may be called by the Chair or a simple majority of the Council.

Section 4. Notice of Meetings

Voting Members shall receive notice of each regular meeting through approval of the calendar of regular meetings. Electronic notice of any other meeting shall be given to each Voting Member not less than two days prior to the meeting. The Board will also follow the Open and Public Meetings Act (Utah Code Title 52, Chapter 4), which mandates that notice and the agendas of public meetings be posted and available to the public.

Section 5. Quorum

A quorum for a meeting of the Members shall consist of at least 3 of the Voting Members; provided, however, that one Voting Member shall have power to adjourn a meeting to a specified later date without notice where a quorum cannot be met.

Section 6. Voting

All issues to be voted on shall be decided by a simple majority of Voting Members present at the meeting in which the vote takes place.

ARTICLE V. OFFICERS

Section 1. Offices

The officers of the Council shall be the Chair, Vice-Chair, and Secretary. All officers must be members of the Council.

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The Chair shall preside at all meetings of the membership and shall have the power to sign all correspondence from the Council to the Commission.

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Section 6. Vacancies

The Council shall be responsible for nominating persons to fill officer vacancies which occur between annual meetings

ADOPTION OF BYLAWS

We, the undersigned, are all of the initial creators of this board, and we consent to, and hereby do, adopt the foregoing Bylaws.

ADOPTED AND APPROVED by the Grand County Commission on this 15th day of December, 2020.

A blue ink signature in cursive script, appearing to read "Mary McHam".

Grand County Commission Chair

A blue ink signature in cursive script, appearing to read "C. Hall".

Grand County Clerk/Auditor

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

JANUARY 19, 2021

Agenda Item: J

TITLE:	Adopting resolution supporting the creation of the Utahraptor State Park
FISCAL IMPACT:	n/a
PRESENTER(S):	Chair McGann

Prepared By:

Mallory Nassau
Assoc. Commission
Administrator

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to adopt the resolution supporting the creation of the Utahraptor State Park.

BACKGROUND:

During the 2020 legislative session, Representative Eliason sponsored a bill (HB322) to establish the Utahraptor State Park in the Dalton Wells area. The creation of a state park would preserve and protect the area where Utahraptor's first fossils were discovered. In addition to preservation, Utahraptor State Park would facilitate management resources to the already heavily utilized area.

The House Political Subdivisions Committee voted unanimously to endorse HB322, which went on to the full House for consideration. Ultimately, HB322 failed to win support from the Senate majority due to concerns over funding limitations. Despite failing in 2020, on-going efforts continue to designate the state-owned land as a state park.

Grand County has worked closely with the Utah Division of Natural Resources- Sovereign Lands for several years to protect and manage the Dalton Wells area. Through these collaborative efforts, the county has seen first-hand the importance of preserving the land while also providing recreation oversight.

ATTACHMENT(S):

1. Draft Resolution
2. HB322

GRAND COUNTY, UTAH
RESOLUTION NO. ____ (2021)

**A RESOLUTION EXPRESSING SUPPORT FOR THE CREATION AND FUNDING OF
UTAHRAPTOR STATE PARK LOCATED IN THE DALTON WELLS AREA OF
GRAND COUNTY, UTAH**

WHEREAS, Grand County wishes to enhance the management and public's responsible enjoyment of the Dalton Wells Area (the Area); and,

WHEREAS, the Area is heavily utilized for its recreational, scientific, cultural, and historical assets; and,

WHEREAS, management resources in the area are inadequate to ensure the sustained enjoyment of the Area's assets in perpetuity; and,

WHEREAS, the Area is an historic site and the prior location of a Conservation Corps Camp, and a relocation center for incarcerated Japanese Americans during the second World War; and,

WHEREAS, the State Paleontologist has expressed that the Area is the most important dinosaur site in the United States because of its massive deposits of dinosaur bones from at least ten species found nowhere else in North America; and,

WHEREAS, Former State Parks Director Fred Hayes prioritized the Area for future and expanded State Parks; and,

WHEREAS, the Area is entirely on State owned land and does not necessitate land swaps with Federal Agencies; and,

WHEREAS, current management agencies are desirous of enhanced management resources and designations; and,

WHEREAS, the Area is a host to over 50 miles of multi-use trails including the Fallen Peace Officer Trail, and the Sovereign Motorized Single Track trail system; and,

WHEREAS, the Utah State Dinosaur, Utahraptor, was discovered in this Area; and,

WHEREAS, parks and other fee based recreation areas within Grand County have shown a demonstrable ability to be financially self-sustaining over time;

NOW, THEREFORE BE IT RESOLVED that the Grand County Commission adopts a formal position in support of the creation and funding of Utahraptor State Park located in Dalton Wells Area of Grand County, Utah.

APPROVED this 19th day of January, 2021 by the following vote of the Grand County Commission:

AYE: _____

NAY: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

Quinn Hall
Grand County Clerk/Auditor

APPROVE:

Mary McGann
Grand County Commission Chair

Representative Steve Eliason proposes the following substitute bill:

1 **UTAHRAPTOR STATE PARK**

2 2020 GENERAL SESSION

3 STATE OF UTAH

4 **Chief Sponsor: Steve Eliason**

5 Senate Sponsor: Jani Iwamoto

6

LONG TITLE

7 **General Description:**

8 This bill addresses the creation of Utahraptor State Park.

9 **Highlighted Provisions:**

10 This bill:

- 11 ▶ authorizes the Division of Parks and Recreation to use portions of the Dalton Wells
12 area as a state park; and
- 13 ▶ states that Utahraptor State Park shall be considered part of the state parks system.

14 **Money Appropriated in this Bill:**

15 This bill appropriates in fiscal year 2020:

- 16 ▶ to the Department of Natural Resources, as a one-time appropriation:
 - 17 • from the General Fund, One-time, \$10,000,000.

18 **Other Special Clauses:**

19 None

20 **Utah Code Sections Affected:**

21 ENACTS:

22 **79-4-607**, Utah Code Annotated 1953

23

Be it enacted by the Legislature of the state of Utah:



26 Section 1. Section **79-4-607** is enacted to read:

27 **79-4-607. Utahraptor State Park.**

28 (1) As used in this section, "Utahraptor State Park" means the area of land located in
29 the area known as Dalton Wells and fully described by the map and legal description on file
30 with the division.

31 (2) The division may:

32 (a) receive donations of land or facilities in the surrounding area for inclusion within
33 Utahraptor State Park;

34 (b) engage in land transfers for land in the surrounding area for inclusion in Utahraptor
35 State Park; or

36 (c) purchase land or facilities in the surrounding area for inclusion in Utahraptor State
37 Park.

38 (3) Utahraptor State Park shall be included within the state park system.

39 (4) The division may not open Utahraptor State Park to the public for use as a state
40 park until the division has received sufficient funding from the State Building Board or from
41 General Funds to provide for capital improvements and any necessary land acquisitions.

42 (5) Land acquisitions and capital investments will be made at the park in a way that
43 allows Utahraptor State Park to remain financially self-sustaining.

44 (6) Ongoing operations at Utahraptor State Park shall be funded through the Division
45 of Parks and Recreation's restricted fees account.

46 Section 2. **Appropriation.**

47 The following sums of money are appropriated for the fiscal year beginning July 1,
48 2019, and ending June 30, 2020. These are additions to amounts previously appropriated for
49 fiscal year 2020. Under the terms and conditions of Title 63J, Chapter 1, Budgetary Procedures
50 Act, the Legislature appropriates the following sums of money from the funds or accounts
51 indicated for the use and support of the government of the state of Utah.

52 ITEM 1

53 To Department of Natural Resources - Parks and Recreation

<u>From General Fund, One-time</u>	<u>\$10,000,000</u>
------------------------------------	---------------------

55 Schedule of Programs:

<u>Capital Budget Acquisition and Development</u>	<u>\$10,000,000</u>
---	---------------------

57 Under Section [63J-1-603](#), the Legislature intends that appropriations provided under
58 this section not lapse at the close of fiscal year 2020. The use of funds described in Item 1 is
59 limited to carry out the initial investments necessary to establish Utahraptor State Park under
60 Section [79-4-607](#).

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
JANUARY 19, 2021

Agenda Item: L

TITLE:	Approving correspondence from the Grand County Commission to U.S. Senator Mitt Romney
FISCAL IMPACT:	none
PRESENTER(S):	Commissioner Woytek

Prepared By:

Your Name
Title
Phone
Email

FOR OFFICE USE ONLY:

Attorney Review:

SUGGESTED MOTION:

I move to approve the correspondence from the Grand County Commission to U.S. Senator Mitt Romney

BACKGROUND:

This is not a letter meant to dwell on any specific national politics but rather a gesture of appreciation and recognition for a public servant who chooses to act ethically in upholding the Constitution. Furthermore, baseless attacks of political nature on the integrity of election processes in any county in any state are an attack on the hard work and integrity of Grand County's own hard working, upstanding, and non-partisan election officials.

ATTACHMENT(S):

Attached are two statements made by Senator Romney that exemplify his leadership and commitment to democracy.

- 1) Written statement released by Senator Romney during the Senate impeachment trial on February 5, 2020.
- 2) Transcription of a speech Senator Romney gave on January 6, 2021 in condemnation of the insurrection at the United States Capitol, as transcribed by the Washington Post.



GRAND COUNTY COMMISSION
Mary McGann (Chair) · Gabriel Woytek (Vice Chair)
Evan Clapper · Jacque Hadler · Trish Hedin
Sarah Stock · Kevin Walker

Tuesday, January 19, 2021

Dear Senator Romney,

The vast majority of Americans, regardless of partisan affiliation, have been stunned by the senseless events that took place at the United States Capitol in Washington, D.C. on January 6th.

As public servants we are constantly challenged to advocate for and amplify the voices of our constituents, uphold the constitution, and lead by example. Your resolve in this difficult time has been an inspiring reminder of the importance of leadership that is grounded, focused, and able to recognize when particular discourse or rhetoric violates the vital principles that hold us together.

Plurality in our democracy is essential — it defines communities small and large across the country. Openly passionate and heated disagreement is a symptom of a well-functioning society that comes from a place of care, concern, and pride. Deceit, extremism, and conspiracy come from a dark place that does not belong in our work as lawmakers and public leaders. Your presence has been a welcome reminder that our strength and unity as a nation is grounded in ideals that go beyond grudges and ideological loyalties.

The Grand County Commission would like to extend a deep gesture of gratitude for your actions and words standing up for our democracy. You are a tremendously positive example in these turbulent times and we are very proud that you represent the great state of Utah in the United States Senate.

Respectfully,

Mary McGann
Grand County Commission Chair

Transcript of speech given by Utah Senator Mitt Romney regarding the articles of impeachment presented before the United States Senate on February 5, 2020.

"Thank you, Mr. President.

The Constitution is at the foundation of our republic's success and we each strive not to lose sight of our promise to defend it. The Constitution established the vehicle of impeachment that has occupied both houses of our Congress these many days. We have labored to faithfully execute our responsibilities to it. We have arrived at different judgments, but I hope we respect each other's good faith. The allegations made in the articles of impeachment are very serious. As a senator juror, I swore an oath before God to exercise impartial justice.

I am profoundly religious. My faith is at the heart of who I am. I take an oath before God as enormously consequential. I knew from the outset that being tasked with judging the president, the leader of my own party, would be the most difficult decision I have ever faced. I was not wrong.

The House managers presented evidence supporting their case and the White House counsel disputed that case. In addition, the president's team presented three defenses. First, that there could be no impeachment without a statutory crime. Second, that the Bidens' conduct justified the president's actions. And third, that the judgment of the president's actions should be left to the voters.

Let me first address those three defenses. The historic meaning of the words high crimes and misdemeanors, the writings of the founders and my own reasoned judgment convinced me that a president can indeed commit acts against the public trust that are so egregious that while they are not statutory crimes, they would demand removal from office. To maintain that the lack of a codified and comprehensive list of all the outrageous acts that a president might conceivably commit renders Congress powerless to remove such a president defies reason.

The president's counsel also notes that Vice President Biden appeared to have a conflict of interest when he undertook an effort to remove the Ukrainian prosecutor general. If he knew of the exorbitant compensation his son was receiving from a company actually under investigation, the vice president should have recused himself. While ignoring a conflict of interest is not a crime, it is surely very wrong. With regards to Hunter Biden, taking excessive advantage of his father's name is unsavory, but also not a crime. Given that in neither the case of the father nor the son was any evidence presented by the president's counsel that a crime had been committed, the president's insistence that they be investigated by the Ukrainians is hard to explain other than as a political pursuit. There's no question in my mind that were their names not Biden, the president would never have done what he did.

The defense argues that the Senate should leave the impeachment decision to the voters. While that logic is appealing to our democratic instincts. It is inconsistent with the Constitution's

requirement that the Senate, not the voters, try the president. Hamilton explained that the founders' decision to invest senators with his obligation rather than leave it to the voters was intended to minimize, to the extent possible, the partisan sentiments of the public at large.

So the verdict is ours to render under our Constitution. The people will judge us for how well and faithfully we fulfill our duty. The grave question the Constitution tasks senators to answer is whether the president committed an act so extreme and egregious that it rises to the level of a high crime and misdemeanor.

Yes, he did. The president asked a foreign government to investigate his political rival. The president withheld vital military funds from that government to press it to do so. The president delayed funds for an American ally at war with Russian invaders. The president's purpose was personal and political. Accordingly, the president is guilty of an appalling abuse of public trust.

What he did was not perfect. No, it was a flagrant assault on our electoral rights, our national security and our fundamental values. Corrupting an election to keep one's self in office is perhaps the most abusive and destructive violation of one's oath of office that I can imagine. In the last several weeks, I have received numerous calls and texts. Many demanded, in their words, that I stand with the team. I can assure you that that thought has been very much on my mind. You see, I support a great deal of what the president has done. I voted with him 80% of the time. But my promise before God to apply impartial justice required that I put my personal feelings and political biases aside. Were I to ignore the evidence that has been presented, and disregard what I believe my oath and the constitution demands of me, for the sake of a partisan end, it would, I fear, expose my character to history's rebuke and the censure of my own conscience.

I'm aware that there are people in my party and in my state who will strenuously disapprove of my decision, and in some quarters I will be vehemently denounced. I'm sure to hear abuse from the president and his supporters. Does anyone seriously believe that I would consent to these consequences other than from an inescapable conviction that my oath before God demanded of me? I sought to hear testimony from John Bolton, not only because I believed he could add context to the charges, but also because I hoped that what he might say could raise reasonable doubt and thus remove from me the awful obligation to vote for impeachment.

Like each member of this deliberative body, I love our country. I believe that our Constitution was inspired by providence. I'm convinced that freedom itself is dependent on the strength and vitality of our national character. As it is with each senator, my vote is an act of conviction. We've come to different conclusions, fellow senators, but I trust we've all followed the dictates of our conscience.

I acknowledge that my verdict will not remove the president from office. The results of this Senate court will in fact be appealed to a higher court. The judgment of the American people. Voters will make the final decision, just as the president's lawyers have implored. My vote will likely be in the minority in the Senate. But irrespective of these things, with my vote, I will tell my

children and their children that I did my duty to the best of my ability, believing that my country expected it of me. I would only be one name among many, no more, no less, to future generations of Americans who look at the record of this trial. They will know merely that I was among the senators who determined that what the president did was wrong, grievously wrong. We are all footnotes at best in the annals of history. But in the most powerful nation on earth, the nation conceived in liberty and justice, that distinction is enough for any citizen.

Thank you, Mr. President. I yield the floor."

The following are prepared remarks presented by Mitt Romney on January 6, 2021 in condemnation of the insurrection at the United States Capitol.

"We gather today due to a selfish man's injured pride and the outrage of his supporters whom he has deliberately misinformed for the past two months and stirred to action this very morning. What happened here today was an insurrection, incited by the President of the United States. Those who choose to continue to support his dangerous gambit by objecting to the results of a legitimate, democratic election will forever be seen as being complicit in an unprecedented attack against our democracy. They will be remembered for their role in this shameful episode in American history. That will be their legacy.

"The objectors have claimed they are doing so on behalf of the voters. Have an audit, they say, to satisfy the many people who believe that the election was stolen. Please! No Congressional led audit will ever convince those voters, particularly when the President will continue to claim that the election was stolen. The best way we can show respect for the voters who are upset is by telling them the truth. That is the burden, and the duty, of leadership. The truth is that President-elect Biden won this election. President Trump lost. Scores of courts, the President's own Attorney General, and state election officials both Republican and Democrat have reached this unequivocal decision.

"We must not be intimidated or prevented from fulfilling our constitutional duty. We must continue with the count of electoral college votes. In light of today's sad circumstances, I ask my colleagues: Do we weigh our own political fortunes more heavily than we weigh the strength of our Republic, the strength of our democracy, and the cause of freedom? What is the weight of personal acclaim compared to the weight of conscience?

"Leader McConnell said that the vote today is the most important in his 40 plus years of public service. That is not because this vote reveals something about the election; it is because this vote reveals something about ourselves. I urge my colleagues to move forward with completing the electoral count, to refrain from further objections, and to unanimously affirm the legitimacy of the presidential election."

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
JANUARY 19, 2021

Agenda Item: N

TITLE:	Approving Master Equity Lease Agreement with Enterprise Fleet Management
FISCAL IMPACT:	\$301,597.00
PRESENTER(S):	Cody E. McKinney, Fleet Manager and Chris Baird, Commission Administrator

Prepared By:

Mallory Nassau
Assoc. Commission
Administrator

FOR OFFICE USE ONLY:

Attorney Review:

Complete

MOTION:

I move to approve the Master Equity Lease Agreement with Enterprise Fleet Management.

BACKGROUND:

At the October 6, 2020, Commission Meeting, Cody McKinney, Grand County Fleet Manager and Enterprise Fleet Management, presented a fleet synopsis and planning analysis recommendations. For the past few years, Grand County's fleet has been leasing to counteract the negative impact of an aging fleet. In doing this, they have freed up monies and established a trend of newer, safer vehicles. However, fleet has not been able to take advantage of the equity in the leases. The Enterprise Fleet Management agreement will allow Grand County to implement a plan that incorporates the entire light and medium fleet in an owner finance program that will eventually maintain or virtually maintain itself.

Legal has reviewed the Master Equity Lease Agreement and at the County's request, Enterprise Fleet agreed to an amendment with clarifying language.

ATTACHMENT(S):

1. Master Equity Lease Agreement
2. Amendment to Master Equity Lease Agreement – Clean
3. Amendment to Master Equity Lease Agreement – Redlined
4. Grand County Fleet Costs Analysis
5. Grand County 2021 Fleet Surplus List



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM _____ Customer _____



FLEET MANAGEMENT

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of _____, 2021 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of _____, 2021 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Grand County ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 1 of the Master Equity Lease Agreement is amended to read as follows:

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. Each such Schedule shall contain the terms and vehicle detail previously approved by Lessee in the Quote for said vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

Section 3(c) of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of (1) the Book Value of such Vehicle over (2) the wholesale value of such Vehicle as determined by Lessor in good faith. If the wholesale value of a Vehicle is greater than the Book Value of such Vehicle, Lessor agrees to pay such excess to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by the Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

Section 16 of the Master Equity Lease Agreement is amended to read as follows:

This Agreement and the Schedules integrated herein contain the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.



Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Utah (determined without reference to conflict of law principles). Both Parties consent to the jurisdiction and venue of the Moab District Court in any action arising out of or related to this Agreement.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

Grand County (Lessee)

By _____

Title: _____

Date Signed: _____, _____

Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

Title: _____

Date Signed: _____, _____



FLEET MANAGEMENT

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of _____, 2021 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of _____, 2021 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Grand County ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 1 of the Master Equity Lease Agreement is amended to read as follows:

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. Each such Schedule shall contain the terms and vehicle detail previously approved by Lessee in the Quote for said vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

Section 3(c) of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of (1) the Book Value of such Vehicle over (2) the wholesale value of such Vehicle as determined by Lessor in good faith. If the wholesale value of a Vehicle is greater than the Book Value of such Vehicle, Lessor agrees to pay such excess to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by the Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

Section 16 of the Master Equity Lease Agreement is amended to read as follows:

This Agreement contains the entire understanding of the parties. This Agreement and the Schedules integrated herein contain the entire understanding of the parties. This Agreement may only be amended or modified by an



instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri-Utah (determined without reference to conflict of law principles). Both Parties consent to the jurisdiction and venue of the Moab District Court in any action arising out of or related to this Agreement.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

Grand County (Lessee)

By _____

Title: _____

Date Signed: _____, _____

Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

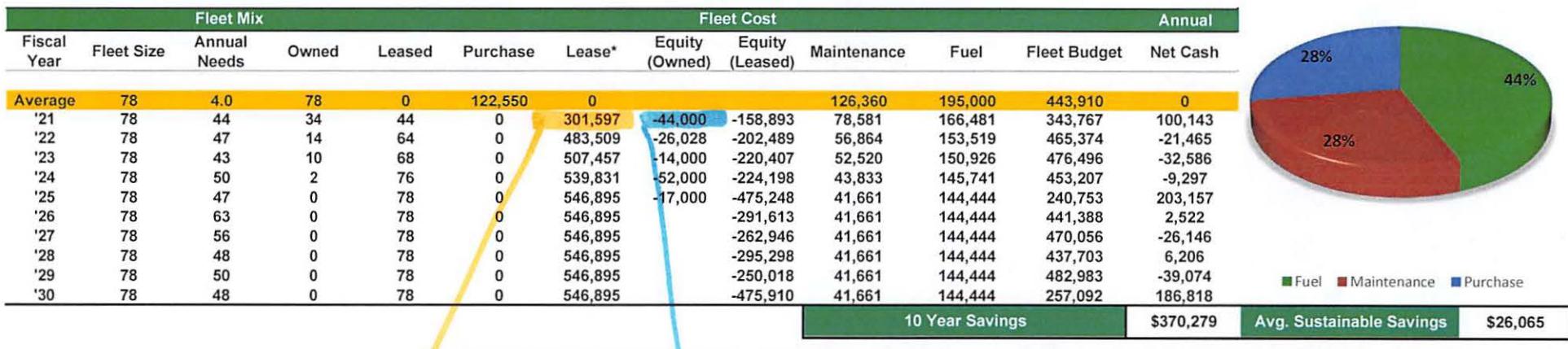
Title: _____

Date Signed: _____, _____

Grand County - Fleet Planning Analysis

Current Fleet	78	Fleet Growth	0.00%	Proposed Fleet	78
Current Cycle	19.50	Annual Miles	10,000	Proposed Cycle	2.54
Current Maint.	\$135.00			Proposed Maint.	\$44.51
Maint. Cents Per Mile	\$0.16	Current MPG	10	Price/Gallon	\$2.50

Fleet Costs Analysis



Current Fleet Equity Analysis

YEAR	2021	2022	2023	2024	2025	Under-Utilized
QTY	44	20	4	8	2	0
Est \$	\$1,000	\$1,301	\$3,500	\$6,500	\$8,500	\$0
TOTAL	\$44,000	\$26,028	\$14,000	\$52,000	\$17,000	\$0

Estimated Current Fleet Equity** \$153,028

* Lease Rates are conservative estimates

**Estimated Current Fleet Equity is based on the current fleet "sight unseen"

and can be adjusted after physical inspection

Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.

KEY OBJECTIVES

Lower average age of the fleet

53% of the current light and medium duty fleet is over 10 years old

Resale of the aging fleet is significantly reduced

Reduce operating costs

Newer vehicles have a significantly lower maintenance expense

Newer vehicles have increased fuel efficiency with new technology implementations

Maintain a manageable vehicle budget

Challenged by inconsistent yearly budgets

Currently vehicle budget is underfunded

Confidential

9/30/2020

2021 BUDGET

enterprise
FLEET MANAGEMENT

2021 CONSERVATIVE SURPLUS
EQUITY

Unit #	2020 Year	Years Old	Make	Model	Series	VIN	Estimated Mileage	Estimated Value	Conservative Equity
#39	2020	1989	31 FORD	F-350	Crew	2FTJW35M1KCA61739	310000	500	500
#5	2020	1990	30 FORD	RANGER		1FTCR10T5LUB69382	300000	200	200
#72	2020	1993	27 FORD	F-350	SINGLE	2FDKF38M4PCA82930	270000	400	400
#15	2020	1994	26 FORD	F-350	DUMP	2FDKF37F9RCA64641	260000	600	600
#877	2020	1996	24 FORD	EXPLORER		1FMDU34X1TUB49668	240000	300	300
#405	2020	1999	21 FORD	ECONOLINE VAN		1FBSS31L8XHA14757	210000	300	300
#804	2020	2000	20 FORD	EXPEDITION		1FMPU16LXYLB47684	200000	300	300
#305	2020	2001	19 FORD	EXPEDITION		1FMPU16L1LB31705	190000	500	500
#30	2020	2001	19 FORD	F-550	Crew	1FDAW57F51EC92433	190000	1500	1500
#70	2020	2001	19 FORD	F-550	Crew	1FDAW57F31EC92432	190000	500	500
#67	2020	2002	18 FORD	F-150	SINGLE	1FTRF18L72NB50106	180000	1000	1000
#401	2020	2002	18 FORD	RANGER	MEALS	1FTYR10U72TA77743	180000	1000	1000
#571	2020	2003	17 FORD	EXPEDITION		1FMPU16L83LB79591	170000	900	900
#876	2020	2003	17 FORD	F-150	SINGLE	1FTRF18W63NB39383	170000	1000	1000
#319	2020	2003	17 CHEVROLET	IMPALA		2G1WF55K539315394	170000	400	400
#320	2020	2004	16 CHEVROLET	IMPALA		2G1WF52K349336251	160000	600	600
#105	2020	2005	15 FORD	F-150	Crew	1FTPW14545KE26973	222000	1000	1000
#208	2020	2005	15 FORD	F-150	Crew	1FTPW14585KE26975	150000	2000	2000
#302	2020	2005	15 CHEVROLET	IMPALA		2G1WF52E759343554	200000	600	600
#200	2020	2006	14 DODGE	CHARGER		2B3KA43H66504864	140000	600	600
#231	2020	2006	14 CHEVROLET	IMPALA		2G1WB58K969366280	140000	700	700
#303	2020	2007	13 CHEVROLET	MALIBU		1G1ZT58N37F296840	130000	1200	700
#304	2020	2007	13 CHEVROLET	MALIBU		1G1ZT58N67F296993	130000	1200	700
#322	2020	2008	12 DODGE	CHARGER		2B3KA43H78H138741	120000	1300	800
#579	2020	2008	12 FORD	EXPEDITION		1FMFU16528LA67485	120000	2500	2000
#559	2020	2008	12 FORD	F-150	Crew	1FTPW14V98KD70324	120000	4200	3700
#572	2020	2008	12 FORD	F-250	Crew	1FTSW21598B25686	120000	5000	4500
#317	2020	2009	11 FORD	EXPEDITION		1FMFU16579EB03418	110000	3000	2500
#577	2020	2009	11 FORD	F-150	Crew	1FTPW14V79FA96504	110000	7000	6500
#283	2020	2010	10 FORD	CROWN	VICTORIA	2FABP7BV9AX130096	100000	2000	1500
#578	2020	2010	10 FORD			1FTFW1EV7AFB91112	100000	9000	8500
#267	2020	2012	8 FORD	F-150	Crew	1FTFW1ET3CFB87169	80000	14000	13500
#265	2020	2012	8 CHEVROLET	TAHOE		1GNSK2E04CR299474	110000	6500	6000
#266	2020	2012	8 CHEVROLET	TAHOE		1GNSK2E04CR296963	110000	6500	6000
#289	2020	2013	7 FORD	F-150	Crew	1FTFW1ET8DKE77559	70000	14500	14000
#290	2020	2013	7 FORD	F-150	Crew	1FTFW1ET6DKE77561	70000	14500	14000
#291	2020	2013	7 FORD	F-150	Crew	1FTFW1ET2DFC21202	70000	14500	14000
#292	2020	2013	7 FORD	F-150	Crew	1FTFW1ET4DKE77560	70000	14500	14000
#293	2020	2013	7 FORD	F-150	Crew	1FTFW1TE0DFC21201	70000	14500	14000
#107	2020	2013	7 FORD	F-150	SINGLE	1FTMF1EF7DFC21200	70000	10000	9500
#263	2020	2014	6 DODGE	RAM	1500	1C6RR7LT7ES323668	90000	18000	17500
#271	2020	2014	6 DODGE	RAM	1500	1C6RR7XT8ES323656	8150	13000	12500
#272	2020	2014	6 DODGE	RAM	1500	1C6RR7XTXES323657	87000	13000	12500
#1000	2020	2015	5 DODGE	RAM	1500	1C6RR7XT4FS766288	75000	14000	13500

#1001	2020	2015	5 DODGE	RAM	1500	1C6RR7XT6FS766289	103000	11000	10500
#1002	2020	2015	5 DODGE	RAM	1500	1C6RR7XT2FS766290	73000	14000	13500
#1003	2020	2015	5 DODGE	RAM	1500	1C6RR7XT9FS758431	73000	14000	13500

CONSENT AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

January 19, 2021

Consent Agenda Items: O - R

TITLE:	O. Ratifying the Chair's signature on 2021 Cooperative Agreement with the National Children's Alliance for Children's Justice Center grant P. Approving the Dolores River Restoration Partnership Memorandum of Understanding (Tim Higgs, Weed Department Head) Q. Approving resolution supporting the removal of Uranium Mill Tailings near the Colorado River in Moab, Utah (Chair McGann) R. Approving thank you letter to San Juan County Commission for Rally on the Rocks denial (Chair McGann)
FISCAL IMPACT:	See Corresponding Agenda Summaries, if any
PRESENTER(S):	None

Prepared By: Tara Collins Commission Office Assistant 435-259-1342 tcollins@grandcountyutah.net

FOR OFFICE USE ONLY: Attorney Review: N/A
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RECOMMENDATION:

I move to adopt the consent agenda as presented.

BACKGROUND:

See corresponding agenda summary, if any, and related attachments.

ATTACHMENT(S):

See corresponding agenda summary, if any, and related attachments.



National Children's Alliance
516 C Street NE Washington DC 20002
202 548 0090 telephone
202 548 0099 facsimile

Cooperative Agreement between 2021 Award Recipient and National Children's Alliance

This form is for National Children's Alliance (NCA) 2021 approved subawardees. This is an official agreement between your agency and NCA acknowledging that your agency accepts the funding awarded by NCA through a cooperative agreement with the United States Department of Justice and will follow all requirements and special conditions: **below, outlined in the Grant Award Notification, NCA Electronic Grantee Handbook, and Request for Proposals.** By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice (DOJ) Grants Financial Guide and OMB 2 CFR 200 - Uniform Guidance.

The recipient agrees to cooperate with NCA and OJP monitoring of this award pursuant to NCA's and OJP's guidelines, protocols, procedures and special award conditions, and to cooperate with NCA (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to NCA all documentation necessary for NCA to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by the deadlines set by NCA for providing the requested documents. Failure to cooperate with NCA's monitoring activities may result in actions that affect the recipient's NCA awards, including, but not limited to: **imposing additional special conditions on the award, withholdings and/or other restrictions on the recipient's access to award funds; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).**

National Children's Alliance has elected to enter into a Cooperative Agreement rather than a grant with the recipient. This decision reflects the mutual interest of the recipient and NCA in the operation of the project as well as the anticipated level of NCA involvement in this project. NCA's participatory role in the project is as follows:

- a. Review and approve major work plans, including changes to such plans, and key decisions pertaining to project operations. This will include a quarterly review of stated expenditure of funds from the approved budget. Any deviation to the spending plan will be reported promptly to NCA. NCA will provide guidance on the de-obligation of funds when projected spending of funds does not meet the timelines.
- b. Review and approve major project generated documents and materials used in the provision of project services.
- c. Provide guidance in significant project planning meetings, and participate in project

sponsored training events or conferences. NCA will provide technical assistance to all entities utilizing funds under the NCA awards including but not limited to responding to direct inquiries, inclusion in customized webinars, conference calls and site visits.

d. Any deviation from the timeline provided in the application or revised grant program implementation plan must receive prior approval from NCA.

e. NCA will conduct a final review of all recipients' detailed budgets between October 15 and October 29 through Budget Modifications requests (BMRs) and conduct the de-obligation process. For chapter recipients, the inclusion in the final November disbursed payment batch is contingent upon approval of the detailed grant budget by NCA.

The recipient:

f. The recipient agrees to ensure that key grantee staff members complete the webinar and in-person NCA grant trainings as posted on the NCA website.

g. The recipient agrees to comply with additional Terms and Conditions, as established by DOJ and NCA in the Grantee Handbook.

h. If the award amount is equal or greater than \$25,000, the recipient is required to report to NCA the information under the Federal Funding Accountability and Transparency Act (FFATA) as specified in Appendix One.

i. All recipients of CAC award types (i.e. Program Improvement in Mental Health Services; Program Development for Communities; Development and Improvement of Tele-Services; Equipment Support; Tribal Expansion of CACs; Provision of Core Direct CAC Services; Coordination of CACs Services for Military Installations; CAC Response in US District of Columbia and US Territories; Improving CAC Response to CP Cases and Provision of Services to Victims of CP and HT, and Training Awards on Technology-Facilitated CSEC/CP) with annual actual expenses (as determined by United States generally accepted accounting principles) in excess of \$750,000 are required to submit an electronic copy of their audit no later than 9 months after the recipient's fiscal year end. If there are any audit communications with those charged with governance and/or communicated internal controls identified in the audit, it must be included with the audit report.

j. All CAC subrecipients of hardship subawards under the Chapter tier grants are required to submit any management letters/audit communications that may have been issued as part of the most current audit or financial review cycle. If there are any audit communications with those charged with governance and/or communicated internal controls identified in the audit/financial review, they must be included as part of the subawardee application.

k. All recipients of Chapter award types (i.e. State Chapter Organizational Capacity; CAC Funding for Statewide Projects Coordinated by State Chapters) are required to conduct an annual audit and to submit electronic copies of the subsequent audits no later than 9 months after each recipient's fiscal year end. If there are any audit communications with those charged with governance and/or communicated internal controls identified in the audit, they must be included with the audit report.

l. Based on the grant performance, financial stability of the recipient, and other special circumstances, NCA may require an audit to be submitted/conducted by any of the recipient entities regardless of their budget size.

m. All recipients that expend \$750,000 or more in their fiscal year must follow the audit requirements in the OMB 2 CFR 200 - Uniform Guidance.

n. All recipients must permit NCA and auditors to have access to the records and financial statements as part of a scheduled desk review or site visit.

- o. If a recipient of Program Improvement in Mental Health Services, the recipient agrees to submit de-identified mental health outcome data, utilizing NCAtrek as designated software platform to evaluate the improved outcomes for children.
- p. If a Chapter recipient, the recipient agrees to meet the participation requirements of the annual GAP Analysis and OMS Projects.
- q. If a Chapter recipient, all proposed changes to the subawardee process as established by NCA (including the subaward RFP and application materials) must be submitted to NCA for review and approval prior to the planned release of publication.
- r. If a Chapter recipient, the estimate for all regularly scheduled disbursement amounts must reflect the funds that will be expended within that reporting period and as close as possible to the disbursement date to ensure that Federal cash on hand is at the minimum needed level. These funds must be spent within the reporting cycle in which they were disbursed. Chapter recipients may be required to return any unspent funds to NCA as part of the ongoing reporting process.
- s. If a Chapter recipient, all subawardee reimbursements need to be made within 10 days of receiving the payment from NCA in order to ensure that the Federal cash on hand is at the minimum needed level.
- t. All Grantees must establish an ACH account with NCA to facilitate disbursement of grant funds. Any changes in related bank account information must be conveyed to NCA no later than 15 business days prior to the next established payment/report schedule.
- u. The recipient (and any subrecipient) must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2). Nothing in this condition shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2). Employment eligibility will be confirmed with E-Verify. The compliance with the condition is part of NCA monitoring responsibilities.
As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), the recipient is required to maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings. For detailed information on this conditions please refer to the document on the special DOJ conditions on the NCA awards posted on the NCA website (www.nca-online.org).
- v. If NCA funds are to be used for any product or service in excess of \$10,000.00, at least three quotes must be obtained to ensure that the selection process is competitive. The procurement process is outlined in DOJ Guide to Procurement Procedures, which is included as part of the Electronic Grantee Handbook on the NCA website (www.nca-online.org). Consideration must be given to ensure more economical, cost effective, and efficient ways to obtain or use common or shared goods or services as well as assessment of available resources. Any charges for such expenditures or requests for sole source contracts are subject to prior approval by NCA and review of the procurement documentation to ensure it meets DOJ guidelines. The procurement entity must avoid "splitting" of purchases or transactions to circumvent the dollar threshold limitations.
- w. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000).
- x. No recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ. The

recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

y. If NCA funds are used to support any part of a revenue producing venture, such as a training or conference at which registration fees are charged, revenues shall be considered program income. The award recipient will report any related program income to NCA within 30 days and submit a budget modification request showing how those revenues will be used to further the purpose of the approved NCA grant. Revenues must be expended within the grant year that they were accrued.

z. Copyright; Data rights: The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General). It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award and to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award.

aa. All recipients must disclose, in a timely manner, in writing to NCA all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Per 2 CFR § 200.113, recipients that have received a Federal award including the term and condition for recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures may place the recipient in bad standing with NCA and may result in establishment of special conditions and/or forfeiture of grant funds or other provisions outlined in 2 CFR § 200.338.

ab. All Recipients of OJP grants and cooperative agreements (and any subrecipients at any tier) must comply with, and are subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee of an OJP recipient by the OJP recipient as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

Award Specifications

Grant Award Identification Number (AIN): 2018-CI-FX-K003

Grant Award Type and Purpose: OJJDP FY18 Victims of Child Abuse (VOCA) Children's Advocacy Centers National Subgrants Program – Equipment Support

Grant Award Period: January 1, 2021 - December 31, 2021

Catalog of Financial Domestic Assistance (CFDA) #: 16.758

Total Awarded Amount: \$ 20,000

I, the undersigned, have read and understand the conditions outlined in the award notification, the Request for Proposals, NCA Electronic Grantee Handbook, and the conditions below required for the receipt of grant funding from National Children's Alliance. By signing this statement, I am agreeing to comply with the requirements outlined in the grant award notification, the Request for Proposals, NCA Electronic Grantee Handbook, and herein. I understand the term of this grant in January 1, 2021 to December 31, 2021 and that all approved activities must occur within that time period.

- I certify that the recipient agency is a member in good standing with National Children's Alliance. I understand that remaining in good standing is a requirement of receiving these funds. This includes the timely submission of statistical reports as a condition of membership, in January and July.
- I agree to submit, on deadline, all required fiscal and narrative reports as required in NCA Electronic Grantee Handbook. I understand that failure to submit timely reports will result in forfeiture of funds.
- I understand that National Children's Alliance can only reimburse federally allowable expenses that fit within the requirements of the NCA Electronic Grantee Handbook, NCA RFP, and as designated by the U.S. Dept. of Justice and under the OMB 2 CFR 200 - Uniform Guidance. Submissions that fall outside these constraints will be disallowed. NCA may change its requirements regarding allowable expenses at any time to reflect changes in federally allowable costs or policies approved by the NCA Board of Directors. Awardees will be promptly notified of any changes.
- I understand that grant extensions for CAC grants are rarely approved, but that to request one I must submit that request at least 30 days prior to the end of the grant period. These are approved at NCA's sole discretion. As a chapter grant recipient, I understand that there are no grant extensions available.
- I understand that failure to show reasonable progress toward meeting the deliverables agreed upon under this Cooperative Agreement and those outlined in the Electronic Handbook for Grantees may result in additional special conditions from NCA and/or termination of the agreement.
- I understand that our organization needs to provide upon request to the National Children's Alliance (NCA) and the Department of Justice (DOJ) additional fiscal documentation demonstrating the expenditures included in the grant reports such as:
 - 1) Bank statements for personnel, fringe benefits, consultant/contractors, travel, equipment, supplies, & other expenditures;
 - 2) ACH transactions for personnel expenditures; &
 - 3) Proof of payment for credit card transactions and all requested documentation will be submitted to NCA within five business days.
- All backup fiscal documentation will be kept on file for five years after the closeout of the subaward grant year.
- I understand that any resource material developed under this grant, such as training materials, bibliographies, etc., submitted through this agreement will become property of NCA and will display the logo of NCA and DOJ. There are co-branding and attribution requirements for resource materials. The grant recipient must coordinate with NCA at the beginning of the grant period to determine what will be included in those materials.
- By my signature I am committing to meet the goals and objectives outlined in the grant and approved by National Children's Alliance.

Appendix One
Required Federal Funding Accountability and Transparency Act (FFATA)
Supplemental Information

NCA is required to report all awardees information listed below into the FFATA Subaward Reporting System (FSRS) for awards greater than or equal to \$25,000.

Awardee Required Information:

1. Name of the Entity

2. Amount of the Award
3. Award Title Description and Purpose
4. DUNS Number (Data Universal Numbering System) of the entity receiving the award.

If the awarded entity does not have DUNS #, refer to the PDF file "How to obtain a DUNS Number", explaining the process to obtain the DUNS #.

NCA is required to report Executive Compensation of the awardee if the entity in the preceding fiscal year:

1) received 80 percent or more of its annual gross revenues in Federal awards, and \$25,000,000 or more in annual gross revenues from Federal awards; and 2) if the public does not have access to this information about the compensation through periodic reports filed (i.e. IRS tax return 990).

DUNS Number of the Awardee

(If you are not an independent entity but are under an umbrella organization, please enter the DUNS number of your umbrella agency)

050157981

Executive Compensation

Answers: (Y/N)

(If you are not an independent entity but are under an umbrella organization, please answer the questions in regards to your umbrella agency)

1. Did you receive 80 percent or more of your annual gross revenues in Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards?

No

2. Does the public **not** have access to information about the compensation through periodic reports filed? (i.e. reports, IRS Tax Return 990)

No

If you answer yes to either of the "Executive Compensation" questions above, please fill the required information for the top 5 highly compensated officers of the awarded entity:

Name	Title	Annual Salary

Appendix Two General Grantee Award Information

- **Domestic Trafficking Victims Funds Award**

Recipient Name: National Children's Alliance; Recipient DUNS Number: 036770691; Federal Award Project Title: Victims of Child Abuse (VOCA): National Subgrants Program for Victims of Child Pornography– Domestic Trafficking Victims Funds; Federal Award Program Title: OJJDP FY18 Improving the Investigation and Prosecution of Child Abuse Award; Federal Award Identification Number (FAIN): 2018-NZ-NX-K004; Federal Award Date: 09/18/2020; Period of Performance Start and End Date: from 10/01/2020 to 03/31/2022; Total Amount of Award: \$2,000,000; Federal Award Project Description: The VOCA Children's Advocacy Centers National Subgrants Program for Victims of Child Pornography Domestic Trafficking Victims Funds will provide funding for a national grant awards program for expanding access to Children's Advocacy Centers' resources and services for victims of child pornography and human trafficking; Name of Federal awarding agency: Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention; Total amount of Federal Funds in the NCA RFP: \$1,433,000; NCA CFDA Number: #:16.834; Identification of whether the award is R&D: No; NCA Indirect Cost Rate for the Federal Award: 14.9%.

- **National Subaward Program for Coordination of Children's Advocacy Center Services for Military Families Award**

Recipient Name: National Children's Alliance; Recipient DUNS Number: 036770691; Federal Award Project Title: OJJDP FY18 Victims of Child Abuse (VOCA) Children's Advocacy Centers Military Partnership Pilot Project ; Federal Award Identification Number (FAIN): 2018-CI-FX-K001; Federal Award Date: 09/18/2020; Period of Performance Start and End Date: from 10/01/2020 to 03/31/2022; Total Amount of Award: \$1,000,000; Federal Award Project Description: The VOCA Children's Advocacy Centers Military Partnership Pilot Project will provide subgrants to collaborate with military installations to explore ways in which the CAC model can be leveraged to help military installations address cases of child abuse. Name of Federal awarding agency: Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention; Total amount of Federal Funds in the NCA RFP: \$472,000; NCA CFDA Number: #: 16.758; Identification of whether the award is R&D: No; NCA Indirect Cost Rate for the Federal Award: 14.9%

- **The VOCA Children's Advocacy Centers National Subgrants Program Award**

National Children's Alliance Cooperative Agreement Page 7 of 11

Recipient Name: National Children's Alliance; Recipient DUNS Number: 036770691; Federal Award Project Title: OJJDP Victims of Child Abuse (VOCA) Children's Advocacy Centers National Subgrants Program; Federal Award Identification Number (FAIN): 2018-CI-FX-K003; Federal Award Date: 09/18/2020; Period of Performance Start and End Date: from 10/01/2020 to 03/31/2022; Total Amount of Award: \$15,387,563; Federal Award Project Description: The VOCA Children's Advocacy Centers National Subgrants Program will provide funding for a national grant awards program for local children's advocacy center programs, state chapters, and multidisciplinary teams that provide a coordinated investigation and response to child abuse; Name of Federal awarding agency: Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention; Total amount of Federal Funds in the NCA RFP: \$12,580,000; NCA CFDA Number: # 16.758; Identification of whether the award is R&D: No; NCA Indirect Cost Rate for the Federal Award: 14.9%

Contact Information and Signature page

All future inquiries regarding your grant will be made to the appropriate designee at your agency. Please carefully consider who should be the appropriate grant designee. The grant designee will receive all updates.

Her/his email address would be used for sending notifications. All funding will be disbursed in the agency name only. These funds will not be disbursed to those affiliated with the agency including the programmatic or fiscal contact person listed on this agreement, consultants or multidisciplinary team members. If this information changes at any time during the grant period, promptly notify National Children's Alliance in writing.

After filling out the form and signing this document, please scan it in a .pdf format and save a copy for your files. Go to https://www.grantrequest.com/SID_1093/?SA=AM, log in to your account that you have created for your grant application and upload the document no later than 1/07/2021.

Physical Address	Mailing Address <i>Fill out only if different from the physical address</i>
Agency name: Children's Justice Center for Grand and San Juan County	Agency name/Fiscal Agent: CJC for Grand and San Juan County / Aubrey Davis
Address: 180 South 300 East	Address: PO Box 1388
City/State/Zip: Moab, Utah 84532	City/State/Zip: Moab, Utah 84532

Authorized Agency Representative (Executive Director/Chapter State Coordinator)
Name/Title:

Aubrey Davis

Phone: 435-260-9864

National Children's Alliance Cooperative Agreement Page 8 of 11

E-mail Address: adavis@grandcountyutah.net

Board President/Supervisor

Name/Title:

Mary McGann

Phone: 435-260-8348

E-mail Address: jmcgann@grandcountyutah.net

Board Treasurer

Name/Title:

Quinn Hall (Grand County, Utah Clerk)

Phone: 435-259-1322

E-mail Address: qhall@grandcountyutah.net

Authorized Fiscal Agent Representative for the Grant (Fill out only if the grantee agency uses a fiscal agent for the award)

Agency Name:

Grand County Utah

Name/Title:

Quinn Hall – Grand County Utah Clerk

Phone: 435-259-1321

E-mail Address: qhall@grandcountyutah.net

By my signature I am certifying that the provided information is current and accurate.

Authorized Agency Representative/Title (required):

ADMb

Signature:

Date:

01/04/2020

Board President/Supervisor (required):

Mary McGann

Signature:



Date:

01 / 05 / 2021

If using a fiscal agent for this grant, the section below is required. A signature denotes agreement with all aforementioned conditions.

Authorized Fiscal Agent Representative/Title:

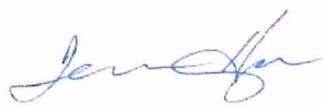
Quinn Hall, Clerk/Auditor

Signature:



Date: 01 / 05 / 2021

Sincerely,



Teresa Huizar
Executive Director
National Children's Alliance



Irina V. Hein
Director of Member Relations & Grants
National Children's Alliance

TITLE	CJC NCA Grant Agreement Grand County 1-5-21
FILE NAME	CJC NCA Grant Agr...County 1-5-21.pdf
DOCUMENT ID	2bd84744c3dc3e8c83622e12fc5bdadfa8919d02
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

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 COMPLETED	01 / 05 / 2021 21:14:16 UTC	The document has been completed.

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING
JANUARY 13, 2021

Agenda Item: P

TITLE:	Dolores River Restoration Partnership MOU
FISCAL IMPACT:	A staff member's time to attend the annual meeting, There is grants funds that may come to the county from this partnership.
PRESENTER(S):	Tim Higgs

Prepared By:
TIM HIGGS

FOR OFFICE USE ONLY:

Attorney Review:

RECOMMENDED MOTION:
TO APPROVE TO SIGN THE MOU.

BACKGROUND

Around 2007 or 2008 the BLM in both states and Mesa County and others counties in Colorado and the Weed Department in Grand County meet to talk about forming a group to help with the restoration along the Dolores River in both states. There is Russian knapweed along the Utah side and Colorado is a big part of the seed source for us. In both states they have been working with treating and removing Tamarisk and Russian olive trees. In one county south of Mesa County there is Purple Loosestrife. We have had a few grants from the Utah Watershed Restoration Initiative (WRI) grants and other sources in the past. We are part of a proposal for the next granting cycle to do work there. We have been working closely with the BLM out of Moab on this for years now. This doesn't say the county has to put any funds toward it.

ATTACHMENT(S):

1. Dolores River Restoration Partnership MOU

December 23, 2020

**Dolores River Restoration Partnership
MEMORANDUM OF UNDERSTANDING
Between**

Bureau of Land Management (Tres Rios, Uncompahgre, Grand Junction & Moab Field Offices;
Southwest Colorado District, Upper Colorado River District, and Canyon Country Utah
Districts);

State of Colorado Counties of Dolores, Montrose, San Miguel, & Mesa;
State of Utah County of Grand; RiversEdge West; Bird Conservancy of the Rockies;
Conservation Legacy's Southwest Conservation Corps; Four Corners Water Center at Fort Lewis
College, Four Corners School of Outdoor Education Canyon Country Youth Corps; Western
Colorado Conservation Corps; U.S. Fish and Wildlife Service Partners for Fish and Wildlife
Program; Bureau of Reclamation; Department of Energy; Colorado Parks and Wildlife; Utah
Division of Wildlife Resources; University of Utah Rio Mesa Center; Gateway Canyons Resort;
Colorado Department of Agriculture Palisade Insectary; Dolores River Boating Advocates;
Paradox Valley Charter School

Article 1. Background and Purpose

The Dolores River is a major river in southwestern Colorado and eastern Utah, and an important scenic, recreational, and natural value for the region. The riparian habitat along the river has been degraded by several factors, including invasion of tamarisk and other non-native, invasive plants as well as loss of native vegetation in the riparian corridor. The invasive species and depleted riparian corridor are causing harmful impacts to wildlife habitat, water resources, livestock forage, and recreational use along the Dolores River and its tributaries within Dolores, San Miguel, Montrose, and Mesa counties in Colorado, and Grand County in Utah. Since 2009, the Dolores River Restoration Partnership (DRRP), a public-private collaborative, has been working to address these impacts under guidance of the Dolores River Riparian Action Plan as well as two iterations of Memorandums of Understanding between 2010-2015, and 2015-2020. Local communities, state and federal agencies, non-profit and private companies, and private landowners desire to build on the first eleven years of collaboration to protect the shared investment in restoring the riparian corridor of the Dolores River, as outlined in the DRRP Transition Plan for Monitoring and Maintenance (M&M) and annual Implementation Plans developed within each of the four Bureau of Land Management Field Offices. All parties recognize that the challenge of controlling invasive species and restoration of the Dolores River will be more successful with a coordinated effort utilizing the skills and expertise available through this collaborative effort.

Article 2. Authority

The BLM may enter into this MOU under the Federal Land Policy and Management Act of 1976, 43 U.S.C. 1737, Sec 307; The National Environmental Policy Act of 1969, (42 USS 1737) and the Wyden Amendment (16 U.S.C. § 1011(a)).

The U.S. Fish and Wildlife Service (FWS) may enter into this MOU under the authority contained in the Partners for Fish and Wildlife Act (Public Law 109-294), the Fish and Wildlife

December 23, 2020

Coordination Act (16 U.S.C. 661 et seq.) and the Fish and Wildlife Act of 1956) (16 U.S.C. 742a-j), as amended.

The U.S. Department of Energy may enter into this MOU under DOE Order 436.1, Departmental Sustainability.

Non-profit organizations, private companies, and public agencies may enter into this MOU based on authority granted by their boards of directors, supervisors, and/or other applicable policies, laws, regulations, or authorities.

(Each governmental signatory to provide the laws, regulations or authorities supporting their participation in the MOU.)

Article 3. Statement of Mutual Benefits

It is the intent of the Parties to work together to implement the DRRP Transition Plan for M&M as a means to improve and create self-sustaining healthy riparian habitat along the Dolores River and its major tributaries. The Transition Plan for M&M is a living document that guides the following actions:

1. Control non-native invasive tamarisk and other invasive plant species that directly impact riparian areas
2. Re-vegetate impacted areas with appropriate native and desirable vegetation
3. Implement and refine long-term monitoring and maintenance strategies to protect shared investments in restoration
4. Structure educational and communications efforts to garner resources, share lessons learned within the DRRP and with other interested watershed partnerships, and foster regional awareness about restoration efforts
5. Identify and help secure long-term funding
6. Sustain effective governance and capacity needed to support these restoration efforts
7. Actively manage floodplain vegetation to improve connectivity during runoff events and to improve and maintain habitat for special status fish species.

The Parties agree to collaborate to provide information and expertise, develop acceptable strategies to meet the objectives, and share knowledge of best practices for this region.

Article 4. Term of Agreement

This MOU shall take effect on the date of the final signature and shall be in full force and effect for a period of five (5) years from the last date signed. This MOU may be modified in writing by mutual agreement of all Parties.

Article 5. Principal Contacts

The Principal Contacts for each Party are maintained by the DRRP Core Team. This list will be annually updated and/or revised as necessary to keep the contact list current. Principal Contacts will be the primary contact for implementation of this MOU.

Article 6. Roles and Responsibilities

The DRRP is made up of representatives of this agreement. The Parties agree to provide assistance of technical experts, information, and/or input to help in the implementation of the comprehensive DRRP Transition Plan for M&M. The Parties agree to meet intermittently to review project accomplishments and share information that will assist the DRRP in meeting its goals. Nothing in this MOU shall obligate the signatory or their agency, community, or organization to obligate or transfer funds.

There are many public and private partners that play important roles and responsibilities for restoring the Dolores River riparian corridor by supporting grant proposals, providing technical assistance, sharing human and technical resources, and generally helping advance Partnership goals.

The following is a list of those organizations and a summary of their respective roles in the DRRP:

- Colorado counties of Dolores, San Miguel, Montrose, and Mesa, and Utah county of Grand pledge their support of grant applications, and where possible lend support through their County Noxious Weed Programs.
- The Colorado Department of Agriculture Palisade Insectary will continue to provide information from long-term studies of the tamarisk beetle along the Dolores River as well as information about other biocontrol agents to inform the DRRP's restoration practices.
- Colorado Parks and Wildlife (CPW) will assist in providing input on restoration activities in areas of critical riparian habitat, and for general matters pertaining to fauna occupying riparian habitats. CPW may also be consulted if specific fishery information is needed as a component of a field or research/monitoring project.
- Utah Division of Wildlife Resources will assist in providing input on restoration activities in areas of critical riparian habitat.
- University of Utah Rio Mesa Center (Center) will continue working with DRRP to restore the Center's riparian lands and share emerging knowledge from the Center's studies to inform the DRRP's restoration practices.
- BLM will have primary responsibility for restoration on public lands that the agency is responsible for; administering GIS progress reporting for public lands; and continuing to seek agency funding for implementation as well as monitoring and maintenance work.
- The FWS will assist in the restoration of the Dolores River by providing technical assistance and seeking funding for restoration efforts on privately owned property. This assistance will be provided through the FWS Partners for Fish and Wildlife Colorado and Utah Programs.
- Bureau of Reclamation will continue working with DRRP to restore its riparian lands in the town of Bedrock, CO.
- U.S. Department of Energy (DOE) will continue working with DRRP to restore DOE riparian lands near Slickrock, CO under the uranium leasing program.
- Conservation Legacy's Southwest Conservation Corps will fundraise, coordinate initial treatment and strike-team maintenance workforces across corps programs, coordinate volunteer events, and provide opportunities for youth and young adults to engage in restoration work with the DRRP.
- RiversEdge West will coordinate partnership activities, implementation and maintenance planning, fundraising, science and monitoring, enhancing public understanding and

appreciation for riparian restoration, and sharing lessons learned with other watershed partnerships and practitioners.

- Bird Conservancy of the Rockies will assist the DRRP in seeking financial leverage facilitating enrollment of eligible private land in restoration activities and Farm Bill programs, outreach to private land owners and local organizations, and to assist with monitoring program effectiveness in critical riparian habitats to ensure that wildlife populations are not compromised by restoration activities.
- Western Colorado Conservation Corps and the Four Corners School of Outdoor Education Canyon Country Youth Corps will assist with fundraising and provide on-the-ground training and restoration opportunities for youth and young adults during the monitoring and maintenance phase.
- The Dolores River Boating Advocates will work with DRRP to enhance river-side campsites and riparian habitat.
- Gateway Canyons Resort (Resort) will continue working with DRRP to restore Resort riparian lands in and around Gateway, CO and to maintain the Resort interpretive trail.
- The Paradox Valley Charter School will continue to work with the DRRP to coordinate outdoor educational opportunities.
- The Four Corners Water Center at Fort Lewis College will work with the DRRP core team to develop and implement a geomorphology monitoring protocol along the Dolores River, coordinate on relevant research or information-sharing prospects, and identify opportunities for students to get involved in restoration activities.

Article 7. Decision Making, Allocation of Resources

Decisions of where and how to use funds, whether from private or public sources, will be made on a consensus basis within the constraints of the funding agency or granting foundation.

Allocation of resources will be based on the best available science and other forms of germane knowledge, best applicable technology or human resource, and within established guidelines.

The DRRP will meet at least on an annual basis to review the implementation of the DRRP Transition Plan for M&M or annual DRRP BLM Field Office Implementation Plans, discuss challenges and successes, and make major decisions (e.g. amending the Transition Plan).

Article 8. Working Groups

The following working groups have been established to help meet DRRP goals. Per the DRRP management goal, which encourages increasing effectiveness through incorporation of lessons learned, the configuration of these sub-committees may evolve during the M&M period.

- The Implementation Working Group conducts collective planning and problem-solving as well as provides technical assistance to practitioners working on-the-ground to implement restoration projects on public and private lands along the Dolores River. Meeting annually to share lessons learned from the field, the subcommittee develops site-specific plans to guide future implementation and maintenance work and periodically recruits external expertise (e.g. through presentations, site visits, & workshops) to enhance collective knowledge.

- The Science and Monitoring Working Group collects, assesses, and disseminates monitoring data to inform future restoration work, determine progress towards shared goals, and evaluate the effectiveness of restoration methods.
- The Funding Working Group strategically pursues funding options to enhance and leverage resources for supporting partnership activities. Fundraising will include applying for grants, renewing the Bureau of Land Management (BLM) Assistance Agreement, and working with the Core Team to develop long-term funding sources comprised of multiple funding inputs.
- The Outreach and Education Working Group raises awareness and fosters buy-in, stewardship, and support for DRRP efforts by developing and carrying out volunteer projects, educational materials, and targeted communications.

The Core Team is the entrusted body between the larger partnership and working groups. The Core Team fosters cross-group coordination, takes direction from and provides guidance to the partnership, and develops agendas for partnership meetings. The Core Team will guide how long-term funding sources are developed and be responsible for the management of those sources.

Article 9. Termination

Any of the Parties, in writing, may terminate their participation in this instrument in whole, or in part, at any time before the date of expiration with 30 days' written notice.

Article 10. Required Clauses

Civil Rights. During the performance of this MOU, the Parties will not discriminate against any person because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age or sex.

Non-fund Obligation Document. Nothing in this MOU shall obligate any Party to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services or property among the various Parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by each appropriate authority. This MOU does not provide such authority. Negotiation, execution and administration of each such agreement must comply with all applicable statutes and regulations.

No Proprietary or Confidential Information. The Parties do not anticipate exchanging any proprietary or confidential information pursuant to this MOU. In the event that the Parties determine it would be beneficial to exchange proprietary or confidential information, the Parties shall negotiate and execute an appropriate nondisclosure agreement governing such exchange.

No Party. No legal partnership or agency is established by this MOU. None of the Parties are authorized or empowered to act as an agent, employee or representative of the other Party, nor

December 23, 2020

transact business or incur obligations in the name of the other Party or for the account of the other Party. No Party shall be bound by any acts, representations, or conduct of any other Party.

Liability. Each Party will be responsible for its own acts and results thereof and shall not be responsible for the acts of the other Parties and the results thereof. Each Party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operations of its agents or employees, and for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions, of or by itself or its own agents or its own employees pursuant to this MOU.

Promotions. The Parties will not publicize or otherwise circulate promotional materials which state or imply endorsement of a product service, or position of this MOU by any of the Parties.

Publications of Results of Studies. No Party will unilaterally publish a joint publication without consulting the other Parties. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this MOU may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, any one Party may publish data after due notice and submission of the proposed manuscripts to the others. In such instances, the Party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

Establishment of Responsibility. This instrument is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by one Party to this MOU against any of the other Parties.

Article 11. Signatures

Authorized Representations – By signature below, the Parties certify that the individuals listed in Attachment 2 as representatives of the Parties, are authorized to act in their respective areas for matters related to this MOU.

In witness hereof, the Parties hereto have executed this MOU on the dates set forth below. (For each signatory agency, please provide for your agency the name and title of each signatory Party so this list can be finalized.)

December 23, 2020

Organization	Representative	Signature	Date
RiversEdge West			
Bureau of Land Management Tres Rios Field Office			
Bureau of Land Management Uncompahgre Field Office			
Bureau of Land Management Grand Junction Field Office			
Bureau of Land Management Moab Field Office			

December 23, 2020

Bureau of Land Management Colorado Southwest District			
Bureau of Land Management Colorado Upper Colorado River District			
Bureau of Land Management Utah Canyon Country District			
Bureau of Reclamation			
Department of Energy			
Colorado County of Dolores			
Colorado County of San Miguel			

December 23, 2020

Colorado County of Montrose			
Colorado County of Mesa			
Utah County of Grand			
Colorado Parks and Wildlife			
Colorado Department of Agriculture Palisade Insectary			
Utah Division of Wildlife Resources			
Rocky Mountain Bird Observatory			

Four Corners School of Outdoor Education Canyon Country Youth Corps			
Conservation Legacy's Southwest Conservation Corps			
Western Colorado Conservation Corps			
US Fish and Wildlife Service – Partners for Fish and Wildlife, Region 6			
Four Corners Water Center at Fort Lewis College			
University of Utah Rio Mesa Center			
Gateway Canyons Resort			
Dolores River Boating Advocates			

December 23, 2020

Paradox Valley Charter School			

Copy

1 **CONCURRENT RESOLUTION REQUESTING THE**
2 **DEPARTMENT OF ENERGY ADEQUATELY FUND THE**
3 **MOAB URANIUM MILL TAILINGS REMEDIAL ACTION PROJECT**

4 **2021 GENERAL SESSION**

5 **STATE OF UTAH**

6 **Chief Sponsor: David P. Hinkins**

7 House Sponsor: Christine F. Watkins

8 =====

9 **LONG TITLE**

10 **General Description**

11 This concurrent resolution of the Legislature and the Governor requests that the United States
12 Department of Energy (DOE) allocate adequate funding for its Moab Uranium Mill Tailings Remedial
13 Action Project (Moab UMTRA Project) to complete transfer of the estimated 30% of the uranium mill
14 tailings remaining at the Department's Moab UMTRA Project site to its Crescent Junction Disposal Cell
15 site by the end of federal fiscal year 2025 and to finish post tailings removal site closure actions at both
16 the Moab and Crescent Junction sites by the end of fiscal year 2028.

17 **Highlighted Provisions**

18 This resolution:

19 > urges the DOE to allocate adequate funding to its Office of Environmental Management for
20 the expedited removal of the remaining estimated 4.2 million tons of uranium tailings from the bank of
21 the Colorado River, through its Moab UMTRA Project by the end of fiscal year 2025; and

22 > urges the DOE to allocate adequate funding to ensure that the DOE's Office of Environmental
23 Management completes subsequent site closure actions at both its Moab and Crescent Junction sites,
24 including surface reclamation at the Moab and final cover installation at Crescent Junction, by the end of
25 fiscal year 2028.

26 **Special Clauses:**

27 None

28 =====

29 *Be it resolved by the Legislature of the state of Utah, the Governor concurring therein:*

30 WHEREAS, in October 2000, the Floyd D. Spence National Defense Authorization Act of 2001
31 assigned the DOE responsibility to establish a remedial action program and stabilize, dispose of, and
32 control uranium mill tailings and other contaminated material at the Moab, Utah uranium ore
33 processing site and associated properties in the vicinity;

34 WHEREAS, the remedial action project involved the excavation of an estimated 16 million ton
35 pile of uranium mill tailings from the Moab site near the Colorado River and transportation to and
36 disposal at engineered disposal cells constructed at Crescent Junction, 30 miles north of Moab;

37 WHEREAS, in 2005, the DOE released the Record of Decision to move the 16 million tons of
38 uranium mill tailings to Crescent Junction;

39 WHEREAS, the National Defense Authorization Act of 2008, passed by the United States
40 Congress on January 28, 2008, established a target completion date of 2019 for the Moab UMTRA
41 Project;

42 WHEREAS, remediation of the Moab UMTRA Project must be performed in accordance with
43 Title I of the Uranium Mill Tailings Radiation Control Act and related federal cleanup standards;

44 WHEREAS, the United States Nuclear Regulatory Commission must concur with the remediation
45 plan and approve completion of the remedial action project;

46 WHEREAS, DOE identified as its strategic goal meeting the challenges of the twenty-first century
47 and the nation's Manhattan Project and Cold War legacy responsibilities and working aggressively to
48 address cleanup at the Moab site;

49 WHEREAS, by the end of 2020, the Moab UMTRA Project had transported about 11.2 million
50 tons of tailings from the Moab site to Crescent Junction and thus completed an estimated 70% of
51 uranium mill tailings removal;

52 WHEREAS, this accomplishment elicited praise from DOE officials;

53 WHEREAS, in federal fiscal years 2010 and 2011, the Moab UMTRA Project with additional
54 funding from the American Recovery and Reinvestment Act from 2008 was able to move more than two
55 millions tons of tailings annually to Crescent Junction for disposal;

56 WHEREAS, if 2010 and 2011 fiscal year funding levels had continued, the 2019 target date set by
57 the National Defense Authorization Act would have been met;

58 WHEREAS, by fiscal year 2018 the available funding of \$37.5 million was sufficient to transport
59 only 480,000 tons per year;

60 WHEREAS, for both fiscal years 2019 and 2020, the Moab UMTRA Project's budget was
61 increased to \$45 million, and that following additional hiring and contracting, tailings transport
62 increased to 709 thousand tons in federal fiscal year 2019 and 859 thousand tons in fiscal year 2020 and
63 operated at an annual rate of 944,000 tons under continuing resolutions during the first quarter of fiscal
64 year 2021;

65 WHEREAS, the additional funding authorized for fiscal years 2019 and 2020, following a three
66 month mobilization period at the start of 2019, made it possible for the Moab UMTRA Project to switch
67 from normally sending two trainloads of tailings per week to sending four trainloads per week starting
68 on February 4, 2019 and that the Moab UMTRA Project has also worked to increase tailings transport
69 through equipment changes and modification of operating procedures;

70 WHEREAS, the increased budgets for fiscal years 2019 and 2020 have demonstrated that the
71 Moab UMTRA Project can effectively utilize additional funding to increase the rate of annual tailings
72 transport and disposal;

73 WHEREAS, maintaining the Moab UMTRA Project's annual budget at a minimum of the 2018
74 inflation adjusted equivalent of \$45 million per year will reduce the number of years necessary to fund
75 full tailings removal and associated Moab UMTRA Project overhead;

76 WHEREAS, the risk and safety concerns associated with the continued location of the mill
77 tailings near Moab remain at the mill site;

78 WHEREAS, as long as the tailings are located along the Colorado River, there is potential for a
79 major flood event to disrupt Moab UMTRA Project operations and contaminate the water supply for
80 many of the Colorado River's 40 million users;

81 WHEREAS, the section of the Union Pacific rail line that the Moab UMTRA Project uses for its
82 tailings loading operation was the scene of a major landslide that interrupted tailings transport for two
83 months and resulted in over \$1 million in mitigation costs;

84 WHEREAS, the geologic hazard to employees working under the cliff has been mitigated by
85 construction of a reinforced concrete wall, continuous radar monitoring for rock movement, and
86 procedures that reduce employee time beneath the most recent slide area the hazard to workers can be
87 further mitigated by reducing the number of years workers are loading trains;

88 WHEREAS, as the DOE upon completion of remedial action work at some of its sites has
89 transferred the property to other governmental entities for future beneficial community uses;

90 WHEREAS, both Grand County and Moab City have passed resolutions affirming their desire to
91 obtain title to the Moab UMTRA Project site so that the property may be used for future beneficial
92 community uses;

93 WHEREAS, both Grand County and Moab City conducted public planning processes and
94 approved their joint plan for future uses of the Moab UMTRA Project site in 2013 and the plan and
95 guidelines for the development of future uses of the Moab UMTRA site were further refined in 2018 and
96 scheduled for additional planning in 2023;

97 WHEREAS, the Legislature and Governor of the State of Utah are committed to the health,
98 safety, and welfare of the citizens of Grand County, Utah, and the 40 million users of water from the
99 Colorado River; and

100 WHEREAS, there is support for the prompt completion of the Moab UMTRA Project from Utah's
101 congressional delegation as well as from members of the downstream congressional delegations from
102 Arizona, California, and Nevada:

103 NOW, THEREFORE, BE IT RESOLVED that the Legislature of the State of Utah, the Governor
104 concurring therein, joins the states of Arizona, California, and Nevada in urging the United States
105 Department of Energy to expedite and fully fund the removal of the estimated remaining 4.8 million
106 tons of uranium mill tailings from the banks of the Colorado River located at the Moab UMTRA Project
107 site.

108 BE IT FURTHER RESOLVED that the Legislature and Governor urge the United States Department
109 of Energy to continue allocating at least 45 million inflation-adjusted dollars annually to ensure that the
110 uranium mill tailings are safely transported to the Crescent Junction disposal site by the end of fiscal
111 year 2025 and that post-tailings-removal site remediation and disposal cell cover completion and related
112 stabilization and decommissioning work be completed by the end of fiscal year 2028.

113 BE IT FURTHER RESOLVED that a copy of this resolution be sent to the United States Department
114 of Energy, the United States Nuclear Regulatory Commission, the Grand County Commission, Moab City,
115 and the congressional delegations of Utah, Arizona, California, and Nevada.



GRAND COUNTY COMMISSION
Mary McGann (Chair) · Gabriel Woytek (Vice Chair)
Evan Clapper · Jacque Hadler · Trish Hedin
Sarah Stock · Kevin Walker

January 19, 2021

San Juan County Commissioners
San Juan County Courthouse
117 South Main Street
Monticello, UT 84535

Dear Commissioners Grayeyes, Maryboy and Adams,

On behalf of the entire Grand County Commission, I want to extend our appreciation for your decision to deny the lease of the old Spanish Valley airstrip for the Rally on the Rocks 2021 tradeshow. During your Commission's discussion on January 5, it was apparent that you were truly concerned about the potential impacts to San Juan County residents who live near the old airstrip. It was also clear during the deliberations that you were concerned that the event would adversely affect not only San Juan County residents, but also Grand County and Moab City residents.

While recognizing that this decision might have been difficult to make, I applaud your leadership in protecting the health, safety, and quality of life of not only San Juan County residents, but also of Grand County residents. And, in response to a comment from Commissioner Adams, I am looking into the issue of events approved by Grand County that might result in costs incurred by San Juan County (i.e. for sheriff, search and rescue and/or EMT responses) and intend to rectify any inequality.

Grand County Commission would like to create a more cooperative and collaborative working relationship with the San Juan County Commission for issues that overlap the county line in Spanish Valley. The basis for creating a more informed and collaborative working relationship is in recognition that residents of both counties and the City of Moab share the same drinking water aquifer and dark night skies, and that our residential neighborhoods and commercial developments overlap and interact with each other. By having a trusting working relationship, I think we can make better decisions that protect the quality of life of all residents of the Valley.

I would welcome your thoughts on how to improve cooperation between our two counties. But for now, thank you again for making a difficult decision that put residents' concerns and their quality of life first.

Sincerely,
Mary McGann, Chair
Grand County Commission

AGENDA SUMMARY
GRAND COUNTY COMMISSION MEETING

JANUARY 19, 2021

Agenda Item: S

TITLE:	Discussion on Grand County redistricting process
FISCAL IMPACT:	-
PRESENTER(S):	Kevin Walker

Prepared By:

Your Name
Title
Phone
Email

FOR OFFICE USE ONLY:

Attorney Review:

BACKGROUND:

Grand County will need to redraw its County Commission districts in 2021. We want to be sure that we use an open, transparent process to do this.

Here's an initial idea for how such a process could go:

- * We have a few public events where the basics of redistricting are explained.
- * We solicit early input from both political parties, and also the League of Women Voters and other locals interested in this issue.
- * We provide a web portal where the public can construct and submit possible district maps, and also identify "communities of interest" (which in our case mostly means cohesive neighborhoods which we should avoid splitting between two districts).
- * We ask our consultants to produce additional possible district maps.
- * After we have assembled some alternatives (possible maps), we solicit public comment. In particular we invite political parties to informally veto some fraction of the maps that they think are biased against them. Hopefully after this stage none of the remaining maps could be considered extreme gerrymanders.
- * After reviewing public comment, the GCC chooses a map.

I've spoken with some possible consultants for this process -- the Metric Geometry and [anti]Gerrymandering Group (MGGG) at Tufts University. They would be able to facilitate the above process (in particular, provide a web portal where the public can construct equal-population districts, and generate additional possible district maps).

The MGGG's clients include several cities, counties and states (e.g. Wisconsin and Ohio), so I think they would be capable of meeting Grand County's needs.

If we start early, this process can evolve slowly, with plenty of opportunities for public input.

ATTACHMENT(S):

Draft Scope of Work document from MGGG



Proposed Scope of Work for Grand County, Utah

January 13, 2021

Objective

MGGG Redistricting Lab (hereafter, the Lab) will produce and host a public districting module for Grand County, Utah using the Districtr web tool, as well as a public submission portal to accept input in this and other formats. This will allow members of the public to draw county commission maps while viewing population data, and to submit *communities of interest* for consideration in the process.

The Lab is part of the Tisch College of Civic Life at Tufts University.

Scope of Work

- In February 2021, the Lab will prepare modules for Grand County using several sets of alternative units (blocks, block groups, or precincts/VTDs). New geographical units for the 2020 Census will be released in February of this year and the modules will reflect the updated units and the most recent population numbers available.
- The Lab will create a public submission portal where members of the public can submit maps, COIs, or commentary. We will deliver the submitted materials to the County.
- Following the release of the 2020 Census data (PL94-171), the Lab will offer an updated block-level module. This data release is currently expected in July 2021.

This project will be supervised by Moon Duchin and will be supported by the software developers and geodata specialists at MGGG Redistricting Lab.

Period of Performance

The project will begin February 1, 2021 and end September 1, 2021.



Fees and Payment Terms

One payment of \$4,950 will be due to Tisch College at the start of the project.

Proposed Budget	
Compensation	
Software Developer/Geodata Specialist (1 month at 1.0 FTE)	\$5,600
Tufts Facilities & Administration	\$560
Total	\$6,160

Selected Recent Experience

January 2021 – Lab selected as redistricting analysts to support [People's Maps Commission](#) in Wisconsin, which will propose congressional and legislative maps to the Wisconsin Legislature

December 2020 – Lab selected by Ohio People's Maps Project to run “Map Ohio” community engagement program (no link available)

March 2020 – Lab provides public mapping support for City of Napa, CA in California Voting Rights Act redistricting ([link to city site](#))

January 2020 – Lab provides public mapping support in Yakima County, WA in the course of Washington Voting Rights Act challenge ([link to materials](#))

October 2019 – Lab provides public mapping support for City of Lowell, MA in ranked choice vs. districts debate, followed by city’s first-ever move to districts ([link to materials](#))

January 2018 – Duchin named expert consultant for Governor Tom Wolf of Pennsylvania in remedial phase of *LWV v. Pennsylvania* ([link to announcement](#))

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	27 10am - Building / 4pm - Planning 4pm - Planning	28 3pm - Commission	29 8:30am - Chamber 10am - Grand 3pm - Agenda	30 New Year's Eve	31 New Year's Day	1
3	4 10am - Building / 12pm - Grand 12pm - swear in 12pm - swear in 12pm - Swearing in	5 8:30am - SARC 8:30am - SARC 4pm - Commission- 4pm - Council 4pm - County	6 10am - DRT Mtg 5:30pm -	7 8:30am - Leadership 11am - Housing 1:30pm - PIO 7pm - Water SSD &	8 10am - HPC Mtg	9
10	11 10am - Building / 1pm - GCAO & LEO 1pm - Noise 4pm - GC PC 4pm - Planning	12 11am - Trail Mix Mtg 11am - Trail Mix- 2pm - Conservation 3pm - MATC Bd. Mtg 3pm - MATC Meeting 3pm - Travel Council 5:30pm - OSTA 9/8	13 10am - GIS 11am - Motorized 1pm - Homeless 1pm - LHCC 10-14 @ 2pm - Grand County- 4:30pm - Agenda 6:30pm - Thompson	14 10am - UMTRA 12:30pm - Motorized 12:30pm - Motorized 5pm - Library Bd. 5:30pm - Cany	15 1pm - New	16
17	18 Martin Luther King 10am - Building /	19 9am - EMS SSD Mtg 3pm - Moab Fire 4pm - Commission- 4pm - Council 4pm - County	20 1pm - Watershed 1:30pm - Perf. Rvw. 5:30pm - Museum 7pm - Rec Board 7pm - Rec. SSD Bd.	21 12pm - HASU Bd. 1:30pm - PIO 4pm - Arches SSD 4pm - Solid Waste 7pm - Water SSD &	22	23
24	25 10am - Building / 4pm - Planning 4pm - Planning	26 2:30pm - MTPSC 2:30pm - MTPSC 2:45pm - 4 Corners 5pm - Public Health	27 8:30am - Chamber	28 1pm - SEUALG Mtg 3pm - GCED @ https: 3pm - GCED	29	30
31	1 First Day of Black 10am - Building / 5pm - Airport Board 5pm - Airport Board 5:30pm - Mosquito	2 8:30am - SARC 4pm - Commission- 4pm - Council 4pm - County	3 10am - DRT Mtg 5:30pm -	4 11am - Housing 1:30pm - PIO 7pm - Water SSD &	5	6

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	31	1	2	3	4	5
	First Day of Black 10am - Building / 5pm - Airport Board 5pm - Airport Board 5:30pm - Mosquito	8:30am - SARC 4pm - Commission- 4pm - Council 4pm - County	10am - DRT Mtg 5:30pm -	11am - Housing 1:30pm - PIO 7pm - Water SSD &		6
7	8	9	10	11	12	13
	10am - Building / 12:30pm - Council 4pm - GC PC 4pm - Planning	11am - Trail Mix Mtg 11am - Trail Mix- 2pm - Conservation 3pm - MATC Bd. Mtg 3pm - MATC Meeting 3pm - Travel Council 5:30pm - OSTA 9/8 5:30pm - OSTA Mtg 6pm - Cemetery Bd 6pm -	10am - SEC Meeting 10am - Special 1pm - Homeless 1pm - LHCC 10-14 @ 6:30pm - Thompson	12:30pm - Motorized 5:30pm - Cany		
14	15	16	17	18	19	20
Valentine's Day	Presidents' Day 10am - Building /	9am - EMS SSD Mtg 3pm - Moab Fire 4pm - Commission- 4pm - Council 4pm - County 4pm - TSSSFD Mtg	1:30pm - Perf. Rvw. 5:30pm - Museum 7pm - Rec Board 7pm - Rec. SSD Bd.	12pm - HASU Bd. 1:30pm - PIO 4pm - Arches SSD 4pm - Solid Waste 7pm - Water SSD &		
21	22	23	24	25	26	27
	10am - Building / 4pm - Planning 4pm - Planning		8:30am - Chamber	1pm - SEUALG Mtg		
28	1	2	3	4	5	6
	First Day of 10am - Building / 4pm - Weed Bd. Mtg 5pm - Airport Board 5pm - Airport Board 5:30pm - Mosquito	8:30am - SARC 4pm - Commission- 4pm - Council 4pm - County	10am - DRT Mtg 5:30pm -	11am - Housing 1:30pm - PIO 7pm - Water SSD &		

AGENDA SUMMARY
GRAND COUNTY COMMISSION
JANUARY 19, 2021

Agenda Item: U

TITLE:	Public Hearing to Solicit Input Regarding Vacation of the Portion of Seven Mile Flat Road #1940, a County D Road, Located Through Real Property Known as Parcel Nos. 04-0020-0088 and 04-Xst-0067
FISCAL IMPACT:	None
PRESENTER(S):	Bill Jackson, Road Supervisor and Christina Sloan, County Attorney

Prepared By:

Christina Sloan,
Grand County
Attorney

FOR OFFICE USE ONLY:

Attorney Review:

Complete

RECOMMENDATION:

*****IT IS CUSTOMARY FOR THE GRAND COUNTY COMMISSION TO VOTE ON A PUBLIC HEARING ITEM AT THE MEETING FOLLOWING THE HEARING*****

I move to adopt the proposed Ordinance vacating the portion of Seven Mile Flat Road #1940, a County D Road, located through real property known as 545 W SR 313, Moab, Utah (Parcel Nos. 04-0020-0088 and 04-XST-0067) owned by the Red Earth Venue, LLC and Intrepid Potash-Moab, LLC.

BACKGROUND:

Seven Mile Flat Road is a dead-end dirt road. The portion of the road to be vacated commences at the private property line near State Road 313 mm21 that heads south approximately 1.5 miles into the box canyon south of Sevenmile Wash and terminates in private property previously owned by Intrepid Potash, Inc. and most recently owned by the Applicant.

See the application for more information.

ATTACHMENT(S):

1. Proposed Ordinance
2. Exhibit A to Ordinance
3. Application

GRAND COUNTY, UTAH
ORDINANCE NO._____ (2021)

VACATING THAT PORTION OF SEVEN MILE FLAT ROAD #1940, A COUNTY D ROAD, LOCATED THROUGH REAL PROPERTY KNOWN AS PARCEL NOS. 04-0020-0088 AND 04-XST-0067

WHEREAS, under the Utah Highway Jurisdiction and Classification Act, the County manages all County roads as defined in Utah Code § 72-3-103(1) and may vacate the same upon petition and after public hearing;

WHEREAS, Utah Code § 72-3-105 defines a Class D Road as any road, way, or other land surface route that has been or is established by use or constructed and has been maintained to provide for usage by the public for vehicles with four or more wheels that is not a class A, class B, or class C road and specifies that the Grand County Commission has sole jurisdiction and control of all Class D Roads in the County;

WHEREAS, the Petitioner owns real property in Grand County known as 545 W SR 313, Moab, Utah (Parcel Nos. 04-XST-0067 and 04-0020-0088) through which a portion of Seven Mile Flat Road #1940, a County D Road, travels;

WHEREAS, Seven Mile Flat Road #1940 is a dead-end dirt road through private property which has not been accessed by the public since the private property was procured by the Petitioner's predecessor, Intrepid Potash, Inc.;

WHEREAS, the Petitioner, first through its predecessor, submitted a Petition to Vacate Public Road on October 15, 2020, including proof of written notice to Rocky Mountain Power, the affected utility operator, which has requested a utility easement prior to vacation of the county road, which easement has been recorded in the real property records of Grand County, Utah on December 7, 2020 at Entry No. 539324;

WHEREAS, under Utah Code §§ 17-27a-208 and 72-3-108, the County mailed notice of the Petition and public hearing on the same to the only owners of real property accessed by or abutting Seven Mile Flat Road #1940, the Bureau of Land Management, at least ten (10) days before the public hearing by electronic mail and received written confirmation of receipt;

WHEREAS, the Grand County Commission held a public hearing on this Ordinance to solicit input from local residents and visitors on January 19, 2020; and

WHEREAS, under the authority set forth herein, the Grand County Commission finds that compelling, countervailing public interests justifies the proposed vacation of a portion of the roadway;

NOW, THEREFORE BE IT ORDAINED that the Grand County Commission does hereby vacate that portion of Seven Mile Flat Road #1940, a County D Road, located through real

property known as Parcel Nos. 04-0020-0088 04-XST-0067 particularly described in Exhibit A and shown in Exhibit B, attached hereto.

APPROVED by the Grand County Commission in a public meeting on February 2, 2021 by the following vote:

GRAND COUNTY COMMISSION:

Those voting aye: _____

Those voting nay: _____

Those absent: _____

ATTEST:

Mary McGann, Chair

Quinn Hall, Clerk/Auditor

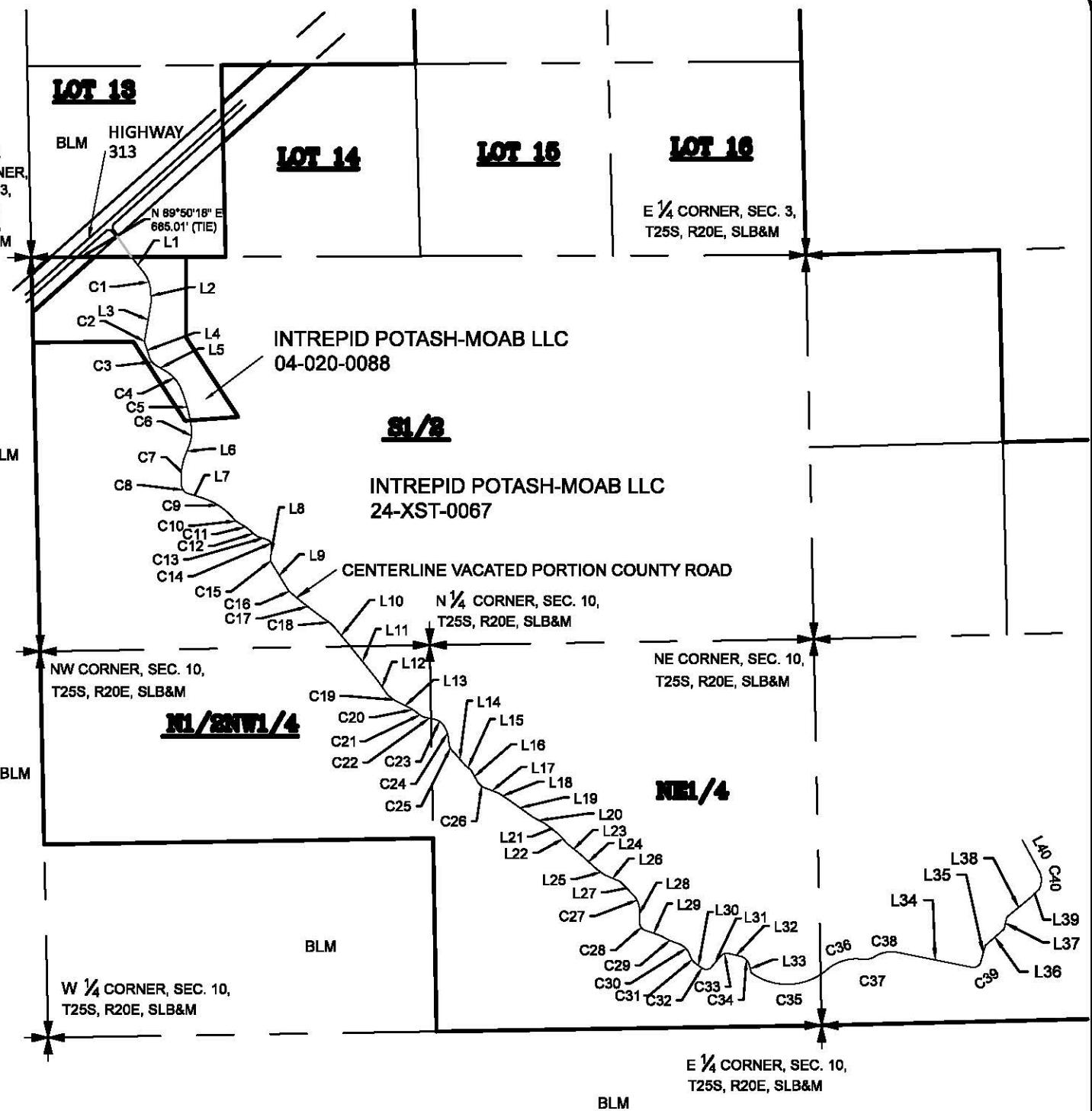
EXHIBIT A

The centerline of a portion of a County Road to be vacated, located within the South Half of Section 3 and the North Half of Section 10, T25S, R20E, SLB&M, being more particularly described as:

Beginning at a point on South Boundary of Lot 13 of said Section 3, said point being along the Center section line N 89°50'18" E 685.08 from the West Quarter corner of Section 3, Township 25 South, Range 20 East, Salt Lake Base and Meridian, and proceeding thence S 38°18'20" E 142.76 feet; thence with a curve turning to the right with an arc length of 131.67 feet, with a radius of 209.79 feet, with a chord bearing of S 18°41'23" E 129.52 feet; thence S 05°19'33" E 62.20 feet; thence S 09°36'57" W 269.42 feet; thence with a curve turning to the left with an arc length of 28.56 feet, with a radius of 60.01 feet, with a chord bearing of S 04°01'02" E 28.29 feet; thence S 17°39'00" E 97.88 feet; thence with a curve turning to the left with an arc length of 73.64 feet, with a radius of 100.01 feet, with a chord bearing of S 38°44'42" E 71.99 feet; thence S 59°50'24" E 70.09 feet; thence with a curve turning to the right with an arc length of 163.15 feet, with a radius of 250.57 feet, with a chord bearing of S 42°16'41" E 160.28 feet; thence with a compound curve turning to the right with an arc length of 277.64 feet, with a radius of 1142.28 feet, with a chord bearing of S 15°28'00" E 276.95 feet; thence with a compound curve turning to the right with an arc length of 121.06 feet, with a radius of 253.71 feet, with a chord bearing of S 06°12'12" W 119.91 feet; thence S 21°48'54" W 103.30 feet; thence with a curve turning to the left with an arc length of 187.20 feet, with a radius of 477.58 feet, with a chord bearing of S 05°02'37" W 186.00 feet; thence with a compound curve turning to the left with an arc length of 67.02 feet, with a radius of 63.90 feet, with a chord bearing of S 36°22'03" E 63.99 feet; thence S 72°52'24" E 105.74 feet; thence with a curve turning to the right with an arc length of 245.91 feet, with a radius of 474.44 feet, with a chord bearing of S 57°48'59" E 243.17 feet; thence with a reverse curve turning to the left with an arc length of 79.77 feet, with a radius of 196.21 feet, with a chord bearing of S 49°32'49" E 79.23 feet; thence with a reverse curve turning to the right with an arc length of 70.94 feet, with a radius of 273.84 feet, with a chord bearing of S 56°23'27" E 70.74 feet; thence with a reverse curve turning to the left with an arc length of 71.32 feet, with a radius of 398.17 feet, with a chord bearing of S 50°33'39" E 71.23 feet; thence with a reverse curve turning to the right with an arc length of 77.85 feet, with a radius of 437.19 feet, with a chord bearing of S 71°51'26" E 77.75 feet; thence with a compound curve turning to the right with an arc length of 59.62 feet, with a radius of 46.78 feet, with a chord bearing of S 26°58'16" E 55.67 feet; thence S 08°31'37" W 76.83 feet; thence with a curve turning to the left with an arc length of 30.48 feet, with a radius of 37.98 feet, with a chord bearing of S 15°29'19" E 29.67 feet; thence S 31°16'54" E 202.34 feet; thence with a curve turning to the left with an arc length of 54.20 feet, with a radius of 216.47 feet, with a chord bearing of S 41°35'52" E 54.06 feet; thence with a compound curve turning to the left with an arc length of 271.25 feet, with a radius of 3945.07 feet, with a chord bearing of S 52°04'02" E 271.20 feet; thence with a reverse curve turning to the right with an arc length of 91.98 feet, with a radius of 401.68 feet, with a chord bearing of S 52°06'38" E 91.78 feet; thence S 39°36'20" E 153.96 feet; thence S 38°44'08" E

308.72 feet; thence S $35^{\circ}10'45''$ E 127.51 feet; thence with a curve turning to the left with an arc length of 115.45 feet, with a radius of 305.82 feet, with a chord bearing of S $56^{\circ}46'54''$ E 114.76 feet; thence S $63^{\circ}18'00''$ E 55.92 feet; thence with a curve turning to the right with an arc length of 58.92 feet, with a radius of 220.16 feet, with a chord bearing of S $58^{\circ}13'26''$ E 58.74 feet; thence with a reverse curve turning to the left with an arc length of 62.54 feet, with a radius of 205.64 feet, with a chord bearing of S $56^{\circ}06'42''$ E 62.30 feet; thence with a compound curve turning to the left with an arc length of 75.31 feet, with a radius of 1093.49 feet, with a chord bearing of S $78^{\circ}43'53''$ E 75.30 feet; thence with a reverse curve turning to the right with an arc length of 72.53 feet, with a radius of 102.66 feet, with a chord bearing of S $57^{\circ}12'20''$ E 71.03 feet; thence with a compound curve turning to the right with an arc length of 127.06 feet, with a radius of 203.31 feet, with a chord bearing of S $17^{\circ}27'15''$ E 125.01 feet; thence with a reverse curve turning to the left with an arc length of 82.32 feet, with a radius of 97.93 feet, with a chord bearing of S $27^{\circ}33'44''$ E 79.92 feet; thence S $40^{\circ}45'07''$ E 114.52 feet; thence S $52^{\circ}31'10''$ E 48.84 feet; thence S $29^{\circ}30'13''$ E 103.20 feet; thence with a curve turning to the left with an arc length of 62.93 feet, with a radius of 113.87 feet, with a chord bearing of S $55^{\circ}02'52''$ E 62.13 feet; thence S $69^{\circ}07'37''$ E 94.75 feet; thence S $56^{\circ}33'20''$ E 66.88 feet; thence S $54^{\circ}27'21''$ E 221.02 feet; thence S $62^{\circ}04'06''$ E 88.39 feet; thence S $52^{\circ}43'29''$ E 118.73 feet; thence S $42^{\circ}17'22''$ E 90.44 feet; thence S $51^{\circ}06'07''$ E 113.18 feet; thence S $47^{\circ}37'17''$ E 153.06 feet; thence S $54^{\circ}27'40''$ E 67.72 feet; thence S $66^{\circ}44'28''$ E 114.50 feet; thence S $44^{\circ}14'23''$ E 122.67 feet; thence with a curve turning to the right with an arc length of 95.33 feet, with a radius of 153.46 feet, with a chord bearing of S $27^{\circ}28'44''$ E 93.80 feet; thence S $00^{\circ}40'12''$ E 99.02 feet; thence with a curve turning to the left with an arc length of 91.55 feet, with a radius of 63.24 feet, with a chord bearing of S $37^{\circ}54'59''$ E 83.76 feet; thence S $70^{\circ}49'13''$ E 99.89 feet; thence with a curve turning to the left with an arc length of 138.98 feet, with a radius of 565.76 feet, with a chord bearing of S $65^{\circ}59'03''$ E 138.63 feet; thence with a reverse curve turning to the right with an arc length of 113.27 feet, with a radius of 126.00 feet, with a chord bearing of S $42^{\circ}45'06''$ E 109.50 feet; thence with a reverse curve turning to the left with an arc length of 60.67 feet, with a radius of 118.25 feet, with a chord bearing of S $34^{\circ}09'31''$ E 60.01 feet; thence S $53^{\circ}32'09''$ E 56.92 feet; thence with a curve turning to the left with an arc length of 65.80 feet, with a radius of 51.00 feet, with a chord bearing of S $89^{\circ}52'20''$ E 61.33 feet; thence N $39^{\circ}21'42''$ E 95.37 feet; thence with a curve turning to the right with an arc length of 82.17 feet, with a radius of 65.40 feet, with a chord bearing of N $73^{\circ}05'03''$ E 76.87 feet; thence S $76^{\circ}41'32''$ E 81.93 feet; thence with a curve turning to the right with an arc length of 75.57 feet, with a radius of 90.55 feet, with a chord bearing of S $41^{\circ}46'38''$ E 73.39 feet; thence S $14^{\circ}53'11''$ E 58.42 feet; beginning at a ; thence with a curve turning to the left with an arc length of 540.27 feet, with a radius of 424.66 feet, with a chord bearing of N $88^{\circ}38'07''$ E 504.56 feet; thence with a reverse curve turning to the right with an arc length of 277.69 feet, with a radius of 306.30 feet, with a chord bearing of N $72^{\circ}20'55''$ E 268.28 feet; thence with a reverse curve turning to the left with an arc length of 73.87 feet, with a radius of 128.54 feet, with a chord bearing of N $80^{\circ}18'25''$ E 72.86 feet; thence with a reverse curve turning to the right with an arc length of 184.90 feet, with a radius of 223.17 feet, with a chord bearing of N $79^{\circ}26'09''$ E 179.65 feet; thence S $78^{\circ}39'40''$ E 503.30 feet; thence with a curve turning to the left with an arc length of 92.20 feet, with a radius of 53.46 feet, with a chord bearing of N $55^{\circ}43'44''$ E 81.19 feet; thence

N 15°35'33" E 106.19 feet; thence N 48°51'00" E 170.62 feet; thence N 12°35'03" E 82.77 feet; thence N 50°25'59" E 210.75 feet; thence N 46°35'28" E 79.94 feet; thence with a curve turning to the left with an arc length of 148.36 feet, with a radius of 139.61 feet, with a chord bearing of N 03°10'47" W 141.48 feet; thence N 28°28'16" W 222.70 feet to the point of terminus.



GRAPHIC SCALE

0 1000 2000



1" (INCH) = 1000' (FEET)



EXHIBIT B

COUNTY ROAD VACATION

RED DESERT
Land Surveying
30 South 100 East
Moab, UT 84532
435.259.8171

Project 149-20

Date 12/17/20

Sheet 1 OF 2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 38°18'20" E	142.74'
L2	S 05°19'33" E	62.20'
L3	S 09°36'57" W	269.38'
L4	S 17°39'00" E	97.87'
L5	S 59°50'24" E	70.08'
L6	S 21°48'54" W	103.29'
L7	S 72°52'24" E	105.72'
L8	S 08°31'37" W	76.82'
L9	S 31°16'54" E	202.32'
L10	S 39°36'20" E	153.94'
L11	S 38°44'08" E	308.68'
L12	S 35°10'45" E	127.49'
L13	S 63°18'00" E	55.91'
L14	S 40°45'07" E	114.51'
L15	S 52°31'10" E	48.83'
L16	S 29°30'13" E	103.19'
L17	S 69°07'37" E	94.74'
L18	S 56°33'20" E	66.87'
L19	S 54°27'21" E	221.00'
L20	S 62°04'06" E	88.38'
L21	S 52°43'29" E	118.71'
L22	S 42°17'22" E	90.43'
L23	S 51°06'07" E	113.16'
L24	S 47°37'17" E	153.04'
L25	S 54°27'40" E	67.71'
L26	S 66°44'28" E	114.49'
L27	S 44°14'23" E	122.65'
L28	S 00°40'12" E	99.00'
L29	S 70°49'13" E	99.88'
L30	S 53°32'09" E	56.91'
L31	N 39°21'42" E	95.36'
L32	S 76°41'32" E	81.92'
L33	S 14°53'11" E	58.42'
L34	S 78°39'40" E	503.30'
L35	N 15°35'33" E	106.19'
L36	N 48°51'00" E	170.62'
L37	N 12°35'03" E	82.77'
L38	N 50°25'59" E	210.75'
L39	N 46°35'28" E	79.94'
L40	N 28°28'16" W	222.70'

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	209.77'	131.66'	129.51'	S 18°41'23" E
C2	60.00'	28.55'	28.28'	S 04°01'02" E
C3	100.00'	73.64'	71.98'	S 38°44'42" E
C4	250.54'	163.13'	160.26'	S 42°16'41" E
C5	1142.15'	277.61'	276.92'	S 15°28'00" E
C6	253.68'	121.04'	119.90'	S 06°12'12" W
C7	477.53'	187.18'	185.98'	S 05°02'37" W
C8	63.89'	67.01'	63.98'	S 36°22'03" E
C9	474.39'	245.88'	243.14'	S 57°48'59" E
C10	196.19'	79.77'	79.22'	S 49°32'49" E
C11	273.81'	70.93'	70.74'	S 56°23'27" E
C12	398.13'	71.31'	71.22'	S 50°33'39" E
C13	437.15'	77.84'	77.74'	S 71°51'26" E
C14	46.78'	59.62'	55.66'	S 26°58'16" E
C15	37.98'	30.48'	29.67'	S 15°29'19" E
C16	216.45'	54.19'	54.05'	S 41°35'52" E
C17	3944.64'	271.22'	271.17'	S 52°04'02" E
C18	401.64'	91.97'	91.77'	S 52°06'38" E
C19	305.79'	115.43'	114.75'	S 56°46'54" E
C20	220.14'	58.91'	58.74'	S 58°13'26" E
C21	205.62'	62.53'	62.29'	S 56°06'42" E
C22	1093.37'	75.30'	75.29'	S 78°43'53" E
C23	102.65'	72.52'	71.02'	S 57°12'20" E
C24	203.29'	127.05'	124.99'	S 17°27'15" E
C25	97.92'	82.31'	79.91'	S 27°33'44" E
C26	113.85'	62.92'	62.13'	S 55°02'52" E
C27	153.44'	95.32'	93.79'	S 27°28'44" E
C28	63.24'	91.54'	83.75'	S 37°54'59" E
C29	565.69'	138.97'	138.62'	S 65°59'03" E
C30	125.99'	113.26'	109.49'	S 42°45'06" E
C31	118.23'	60.67'	60.00'	S 34°09'31" E
C32	50.99'	65.79'	61.32'	S 89°52'20" E
C33	65.40'	82.16'	76.86'	N 73°05'03" E
C34	90.54'	75.56'	73.38'	S 41°46'38" E
C35	424.66'	540.27'	504.56'	N 88°38'07" E
C36	306.30'	277.69'	268.28'	N 72°20'55" E
C37	128.54'	73.87'	72.86'	N 80°18'25" E
C38	223.17'	184.90'	179.65'	N 79°26'09" E
C39	53.46'	92.20'	81.19'	N 55°43'44" E
C40	139.61'	148.36'	141.48'	N 03°10'47" W



EXHIBIT B

COUNTY ROAD VACATION

Project 149-20

Date 12/17/20

Sheet 2 OF 2



Grand County Road Department

PETITION TO VACATE A PUBLIC ROAD

(Not in a Platted Subdivision)

Grand County Courthouse: 125 E. Center St. Moab, UT 84532; Phone: (435)-259-1343

FOR OFFICE USE ONLY

Date of Submittal: _____
Application Fee (Grand County Code 3.06.120): \$300
Submittal Received by: _____ Fee Paid: _____ Fees Received by: _____

SUBMISSION REQUIREMENTS:

1. Application fee;
2. Application signed by the owner of each property served by subject roadway or with a beneficial interest in the roadway;
3. Written list of operators of utilities located within the bounds of the public road sought to be vacated;
4. Proof of written notice of this Petition to said utility operators;
5. List of all owners of property abutting the county road;
6. Vicinity Map showing and labeling the roadway proposed to be vacated, each adjacent property served by the roadway with parcel number and parcel boundaries, and the nearest public access to serve each affected property if the vacation is approved;
7. Vesting deeds for all affected properties;
8. For entity petitioners, governing documents demonstrating the Petitioner's authority to sign for and bind the entity;
9. Certified mail receipt or certificate of service evidencing notice to UDOT and abutting owners; and
10. Any other information deemed necessary by the Road Supervisor or County Attorney.

REVIEW PROCEDURE:

Submitting an application does not guarantee that this Petition will be placed on the next Council agenda. The County Road Supervisor, County Attorney, and, as applicable, County Engineer shall review the Petition and supporting documents in a timely manner. In the event that County Engineering review is necessary, additional engineering fees shall be due under Grand County Code 3.06.050(A).

Once the Petition is deemed complete, the Road Supervisor shall schedule the Petition for public hearing with the County Council under Utah Statute § 72-3-108. The Road Supervisor shall be responsible for publishing notice of the public hearing in the ***Times Independent*** once a week for 4 consecutive weeks; publishing on the ***Utah Public Notice Website*** for 4 weeks

prior to the hearing; and posting in 3 public places (at the Road Department, outside the Council Administrator's office, and on the regular public bulletin board outside the Recorder's Office) for 4 consecutive weeks prior to hearing. Applicant shall be responsible for mailing notice of the public hearing to the Utah Department of Transportation and all owners of property abutting the county road in accordance with Utah Statute § 72-3-108(2)(c).

At the meeting following the public hearing, the Council shall approve, approve with conditions, or deny the Petition.

PETITIONER(S): *All owners of property served by the public street (or who otherwise have a beneficial interest in the roadway) must consent to and sign the Petition - attached additional pages as necessary. See Utah Statute § 17-27a-609.5(a)(i)-(ii).*

Name: Intrepid Potash Inc. Moab (Rick York General Manager)

Address: PO Box 1208, Moab, UT 84532

Phone: 435-259-1201 cell: _____ fax: _____

Email address: rick.york@intrepidpotash.com

Property address if different than owner's address: 545 W SR313, Moab, UT 84532

Parcel No.: 24-XST-0067, 04-0020-0088

Name: _____

Address: _____

Phone: _____ cell: _____ fax: _____

Email address: _____

Property address if different than owner's address: _____

Parcel No.: _____

AUTHORIZED REPRESENTATIVE: *If more than one petitioner, you must identify one authorized representative to whom all correspondence will be sent*

Name: _____

Address: _____

Phone: _____ cell: _____ fax: _____

Email address: _____

Preferred method of contact (check one): Email _____ US Mail _____

PUBLIC ROADWAY:

County Road Name to be Vacated: Seven Mile Flat Rd. #1940

County Road Designation (B, D): D

Description of Road to be Vacated: Dirt road commencing at the private property line near SR 313 mm 21 that heads south approximately 1.5 miles into the box canyon south of Sevenmile Wash.

JUSTIFICATION FOR VACATING THE ROADWAY:

This old dirt two-track road accesses private property owned by Intrepid Potash Inc. The road does not access public land or other private land. Intrepid Potash desires to prevent the public from trespassing on private land. There is no reason for the public to be traveling on the road; it accesses, and dead-ends on private land. The gate to the road has been locked since 1985 to keep the public out. The county has not maintained the road in the 40 year history known to the petitioner.

PETITIONER CERTIFICATION:

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete and accurate to the best of my knowledge. I also certify that I am the owner of the subject property and that the authorized agent noted in this application has my consent to represent me with respect to this application. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Grand County may rescind any approval, or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable sections of the Grand County Land Use Code and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. I also agree to allow County Staff and Elected Officials, or appointed agent(s) of the same, to enter the subject property to make any necessary inspections thereof.

Rick York

By: Rick York

Title: General Manager

Entity: Intrepid Potash Inc. Moab

Date: 9/30/20

By:

Title:

Entity:

Date:

Petition to Vacate a Public Road
List of Property Utility Operators

1. Rocky Mountain Power / Pacificorp - Moab Office
320 N 100 W
Moab, UT 84532

** Rocky Mountain Power has been notified of this petition. They requested an easement along the current class D road in order to give them access to maintain power lines that cross the south end of the road. We are in the process of surveying and recording that easement.

Petition to Vacate a Public Road
List of Property Owners Abutting County Road

- 1) Intrepid Potash
PO Box 1208
Moab, UT 84532

PO Box 5600-62
Scipio, UT 84565-62

3 July 2020

Grand County Council
125 E Center St.
Moab, UT 84532

Dear Grand County Council,

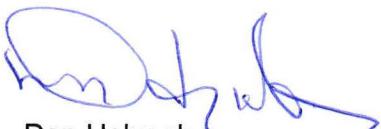
I'm writing to make a statement in regards to the dirt road that starts on HWY 313 near milepost 21, heads south and enters private property currently owned by Intrepid Potash, and then dead ends on that same private property in the box canyon to the south.

I have leased private property that is accessed by this road since 1980 for cattle ranching purposes. Originally I leased it from the Texas Gulf Sulfur Company and then later from Rick York with Potash Intrepid. This road should be a private road and should not have been made a county road for the following reasons:

- The road only accesses private property. It dead ends on private property. It does not access any public lands or other parcels of private property.
- The gate on this road has been locked since 1985. I had an exclusive lease with Potash Intrepid. Part of the lease agreement was to keep everyone out. As such, the gate has been locked since 1985.
- In the past 40 years, I have never once seen the county perform any road maintenance whatsoever on this road.
- Before I leased the private property the road was used to access an old private mine. This was a private road on private land used by the private mining operation.

For these reasons, I suggest this road has never been a county road and should never have been on the county road system.

Sincerely,



Don Holyoak



P.O. Box 1208
Moab, Utah 84532
435.259.7171 main
435.259.7100 fax
888.672.4366 toll free

intrepidpotash.com

July 13, 2020

Grand County Council
125 E Center
Moab, Utah 84532

Dear Grand County Council,

I am writing to you concerning a dirt road that starts on highway 313 near milepost 21, heads south for a short distance on BLM property, and continues across property belonging to Intrepid Potash – Moab, LLC until it reaches a deadend in a box canyon.

Intrepid (and its predecessors) have owned this property for over 60 years, has never allowed public access, and has had an arrangement with Don Holyoak for the past 30+ years that allows him to use the property in exchange for fencing the property and maintaining it with minimal use. Intrepid has not been aware that this dirt track was listed as a county road.

I agree with Mr. Holyoak that this road should be vacated as county road for the following reasons:

- The road only accesses private property.
- The gate accessing the road has been continuously locked since 1985.
- The county does not maintain the road.

Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in black ink that reads "Rick York". The signature is fluid and cursive, with "Rick" on top and "York" below it, slightly overlapping.

Rick York
General Manager – Utah Division
Intrepid Potash



1001 17th Street, Suite 1050
Denver, CO 80202
303.296.3006 main
303.298.7502 fax

intrepidpotash.com

April 29, 2020

Re: Authorization for Rick York

To Whom It May Concern:

I hereby confirm that Rick York is an employee of Intrepid Potash, Inc. serving as General Manager – Utah Division. As a Manager of Intrepid Potash, Inc., Mr. York is authorized to represent, act, and execute documentation on behalf of Intrepid Potash, Inc.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert P. Jornayvaz III". To the right of the signature is a short, thin horizontal line.

Robert P. Jornayvaz III
Executive Chairman of the Board, President, and Chief Executive Officer

Date: APRIL 29, 2020

U.S. Postal Service™
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Domestic Mail Only

For delivery information, visit our website at www.usps.com.
SALT LAKE CITY, UT 84114

OFFICIAL USE

Certified Mail Fee \$3.55	\$0.00	0532
\$	\$0.00	02
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	\$0.00
<input type="checkbox"/> Adult Signature Required	\$	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	
Postage \$0.55	\$	
Total Postage and Fees \$4.10	\$	

Sent To UPOT
Street and Apt. No., or PO Box No.
PO Box 141265
City, State, ZIP+4®
SLC UT 84114-1265

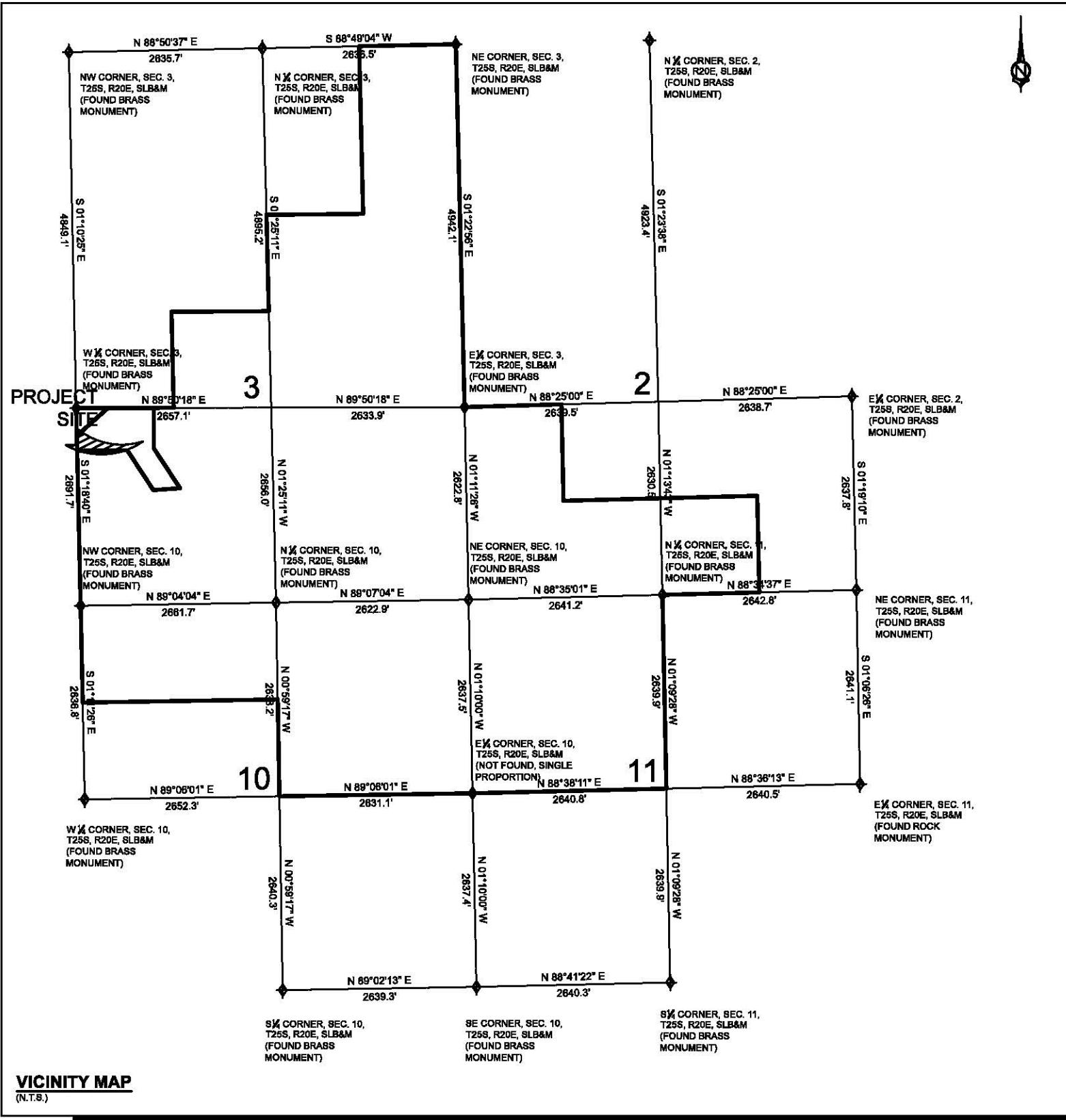
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Certified \$3.55
USPS Certified Mail #
70200090000127537270
Affixed Postage (\$0.55)
Affixed Amount:\$0.55
Total: \$3.55

Credit Card Remitd \$3.55
Card Name:VISA
Account #:XXXXXXXXXXXX3668
Approval #:07073D
Transaction #:892
AID:A0000000031010
AL:VISA CREDIT Chip
PIN:Not Required

Certified mail receipt -
Notification letter
to UDOT.

Due to limited transportation availability as a result of nationwide COVID-19 impacts package delivery times may be extended. Priority Mail Express® service will not change.



INTREPID MINOR RECORD SURVEY

**LOCATED IN THE SOUTHWEST QUARTER,
OF SECTION 3,
TOWNSHIP 25 SOUTH, RANGE 20 EAST,
SALT LAKE BASE AND MERIDIAN**

SURVEYOR'S CERTIFICATE

I, Lucas Blake, certify that I am a Professional Land Surveyor as prescribed under the laws of the State of Utah and that I hold license no. 7540504. I further certify that a land survey was made of the property described below, and the findings of that survey are as shown hereon.

Lucas Blake **Date**
License No. 7540504

BOUNDARY DESCRIPTION

PARCEL 1
Commencing at the West $\frac{1}{4}$ corner of Section 3, Township 25 South, Range 20 East, Salt Lake Base and Meridian, thence North 89°50'18" East 431.30 feet along the section line to a point on the easterly right of way line of State Road 313 and the point of beginning, and running thence North 89°50'18" East 625.94 feet along the section line; thence South 00°09'42" East 551.43 feet; thence South 33°18'12" East 648.07 feet; thence South 5°53'22" West 363.31 feet; thence North 33°18'12" West 646.16 feet; thence South 89°34'56" West 684.18 feet to a point on the section line; thence North 01°18'40" West 205.27 feet along the section line to a point on the said easterly right of way line of State Road 313; thence North 48°15'55" East 566.44 feet along said right of way line to the point of beginning.

contains 16.717 acres

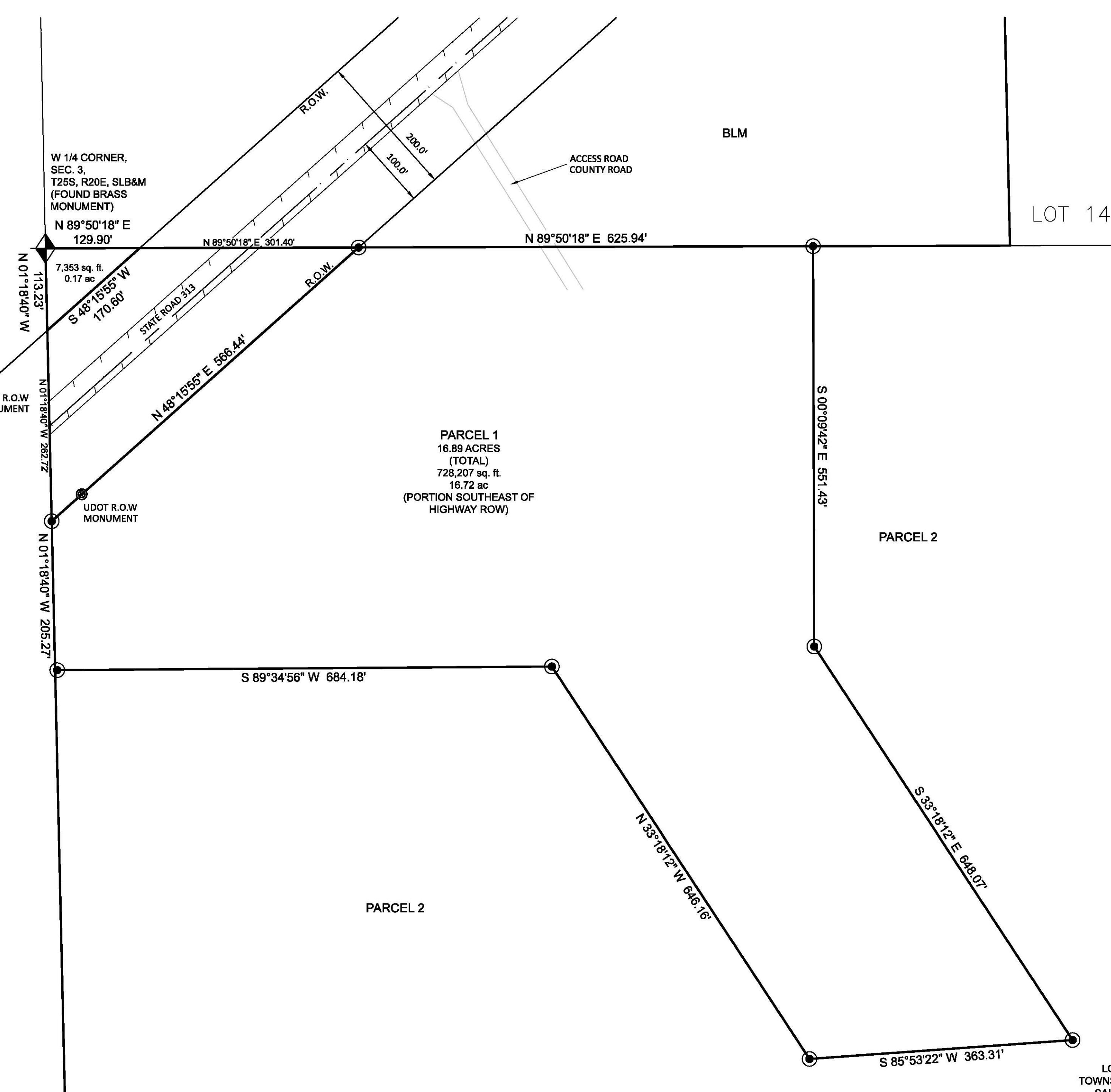
Also, Beginning at the West $\frac{1}{4}$ corner of Section 3, Township 25 South, Range 20 East, Salt Lake Base and Meridian, thence North $89^{\circ}50'18''$ East 129.90 feet along the section line to a point on the westerly right of way line of State Road 313; thence South $48^{\circ}15'55''$ West 170.60 feet along said right of way to a point on the section line; thence North $01^{\circ}18'40''$ West 113.23 feet along the section line to the point of beginning.

contains 7,353 sq. ft. OR 0.17 acres

PARCEL 2
The South Half of Section 3, Township 25 South, Range 20 East, Salt Lake Base and Meridian.

Less:
Commencing at the West $\frac{1}{4}$ corner of Section 3, Township 25 South, Range 20 East, Salt Lake Base and Meridian, thence North $89^{\circ}50'18''$ East 431.30 feet along the section line to a point on the easterly right of way line of State Road 313 and the point of beginning, and running thence North $89^{\circ}50'18''$ East 625.94 feet along the section line; thence South $00^{\circ}09'42''$ East 551.43 feet; thence South $33^{\circ}18'12''$ East 648.07 feet; thence South $5^{\circ}53'22''$ West 363.31 feet; thence North $33^{\circ}18'12''$ West 646.16 feet; thence South $89^{\circ}34'56''$ West 684.18 feet to a point on the section line; thence North $01^{\circ}18'40''$ West 205.27 feet along the section line to a point on the said easterly right of way line of State Road 313; thence North $48^{\circ}15'55''$ East 566.44 feet along said right of way line to the point of beginning.

Also, Beginning at the West $\frac{1}{4}$ corner of Section 3, Township 25 South, Range 20 East, Salt Lake Base and Meridian, thence North $89^{\circ}50'18''$ East 129.90 feet along the section line to a point on the westerly right of way line of State Road 313; thence South $48^{\circ}15'55''$ West 170.60 feet along said right of way to a point on the section line; thence North $01^{\circ}18'40''$ West 113.23 feet along the section line to the point of beginning.



A restriction of impervious area not to exceed 15 percent of the lot or less than 7000 square feet per lot shall be permitted. If a permit is applied for that will exceed the restriction, applicant will provide a drainage plan for improvements in accordance with the requirements of the Grand County Land Use Cod Sec. 6.7, Drainage, prior to the issuance of the building permit.

- Property Corner
- Found Property Corner



- Section Corner Monument
- Highway Right-of-way Monument

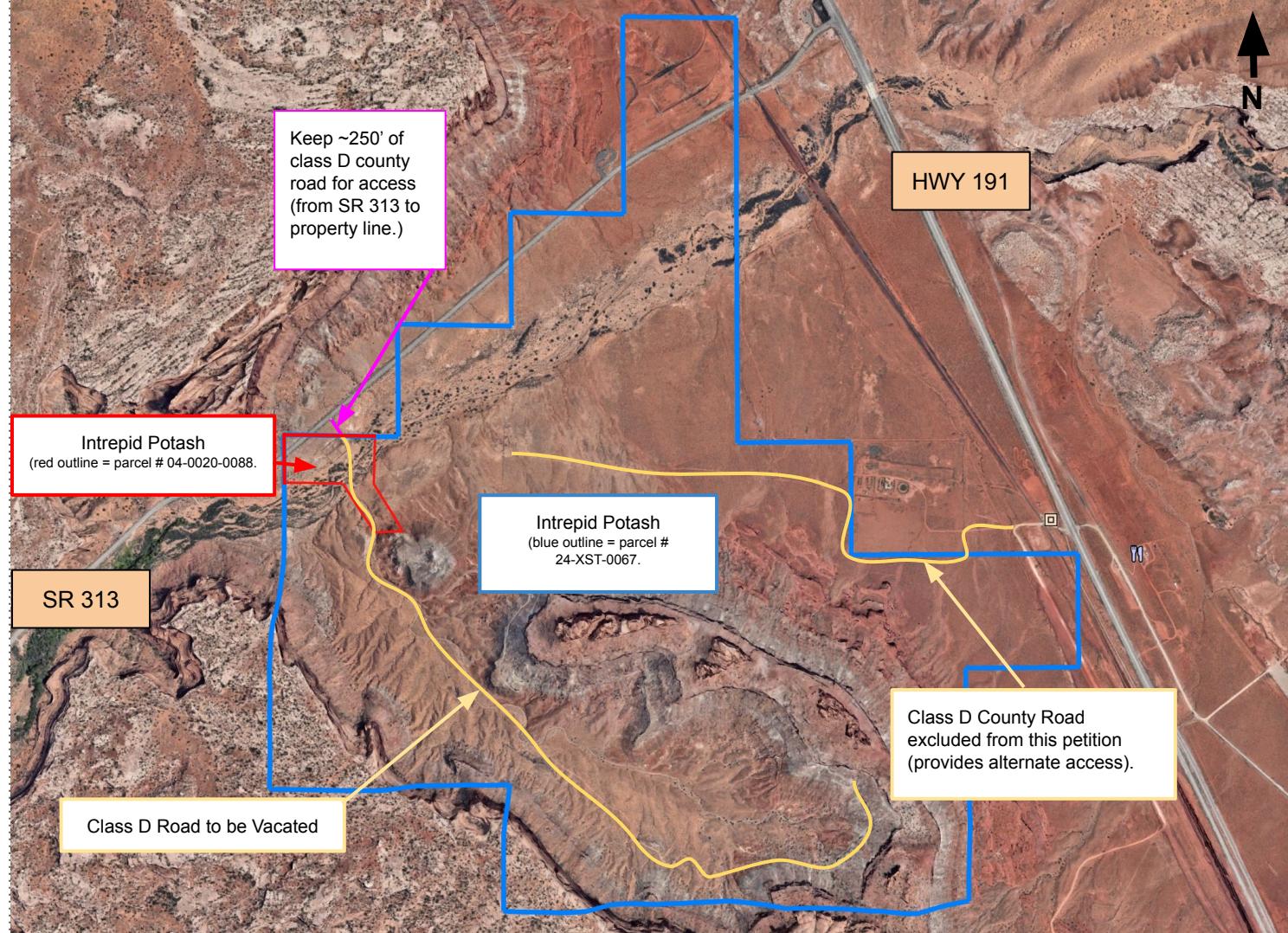
<p>COUNTY ZONING APPROVAL</p> <p>APPROVED BY THE GRAND COUNTY ZONING ADMINISTRATOR THIS _____ DAY OF _____, 20 _____. ZONING ADMINISTRATOR _____</p>	<p>COUNTY COUNCIL APPROVAL</p> <p>PRESENTED TO THE GRAND COUNTY COUNCIL THIS _____ DAY OF _____, 20 _____. SUBDIVISION APPROVED.</p> <p>COUNTY CLERK _____</p>	<p>COUNTY RECORDER NO. _____ STATE OF UTAH, GRAND COUNTY, RECORDED AT THE REQUEST OF _____ DATE _____ BOOK _____ PAGE _____ FEE _____</p> <p>COUNTY RECORDER _____</p>
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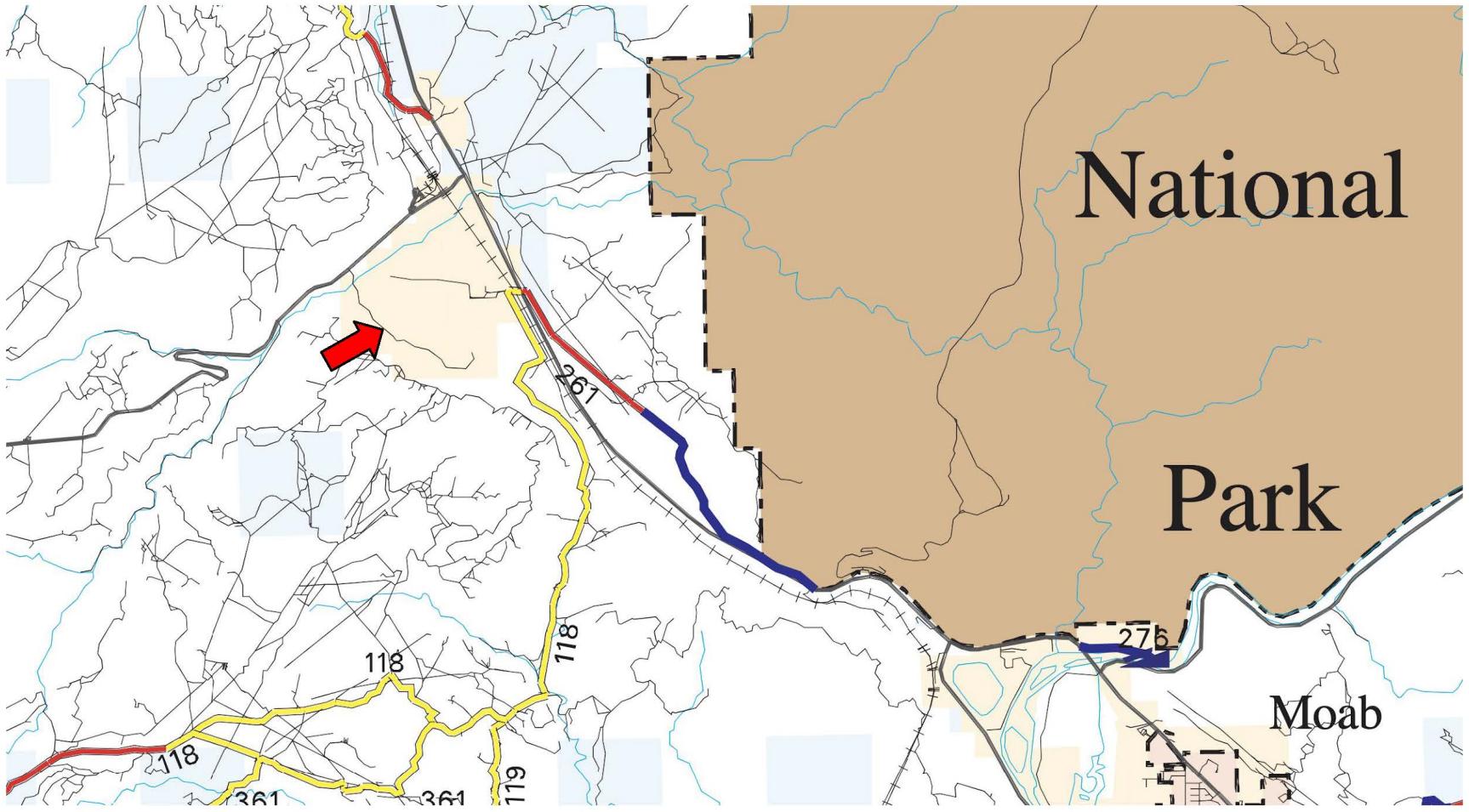
Vicinity Map

Petition to Vacate "Seven Mile Flat Road" #1940

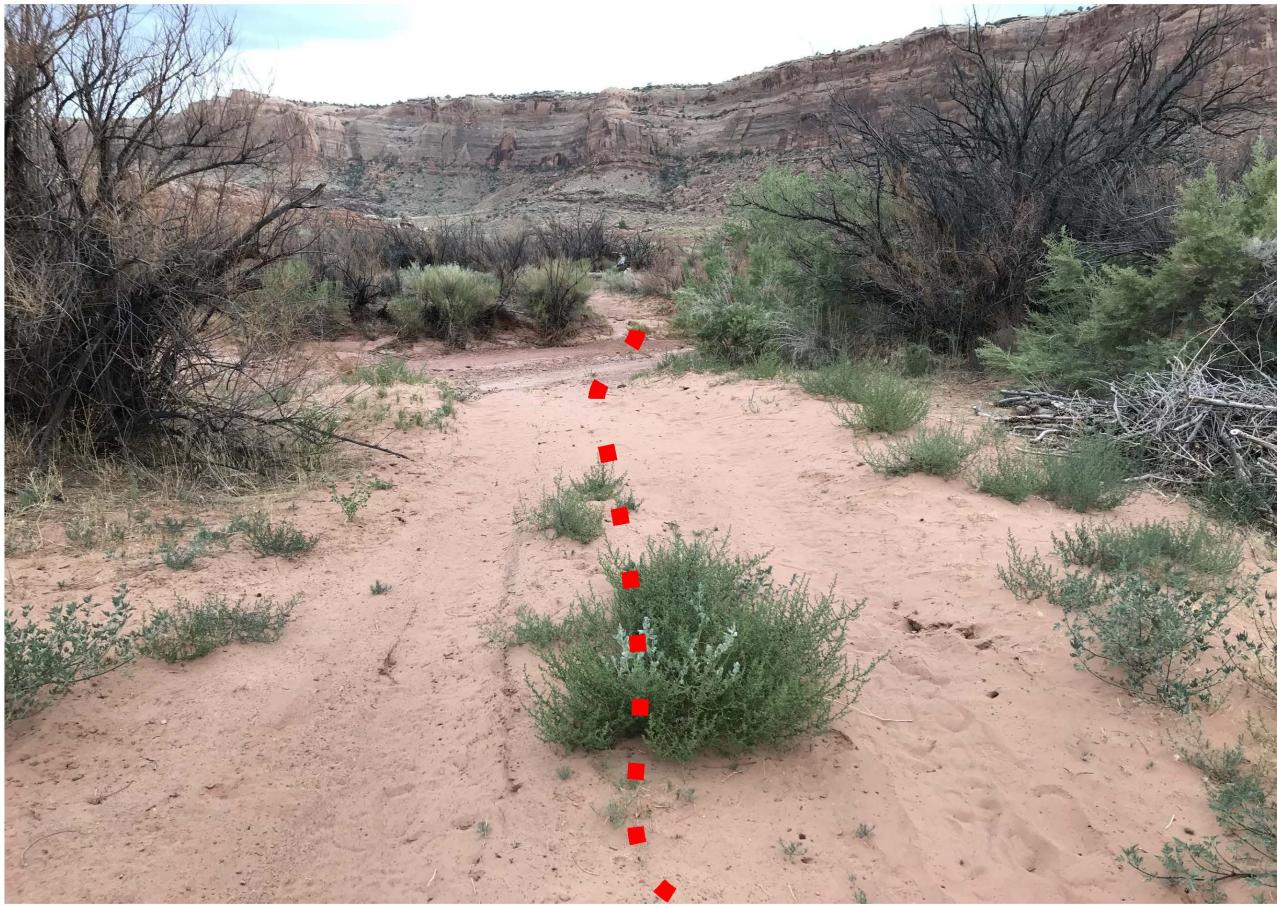
The petitioner requests that the ~ 1.5 mile class D county road indicated be vacated. The road accesses and dead ends on the private land owned by the petitioner.

The petitioner requests that the first ~ 250 feet of road remain class D county road (80' of road in the SR 313 ROW and the ~170' of road that crosses BLM land) in order to maintain access to the private land.



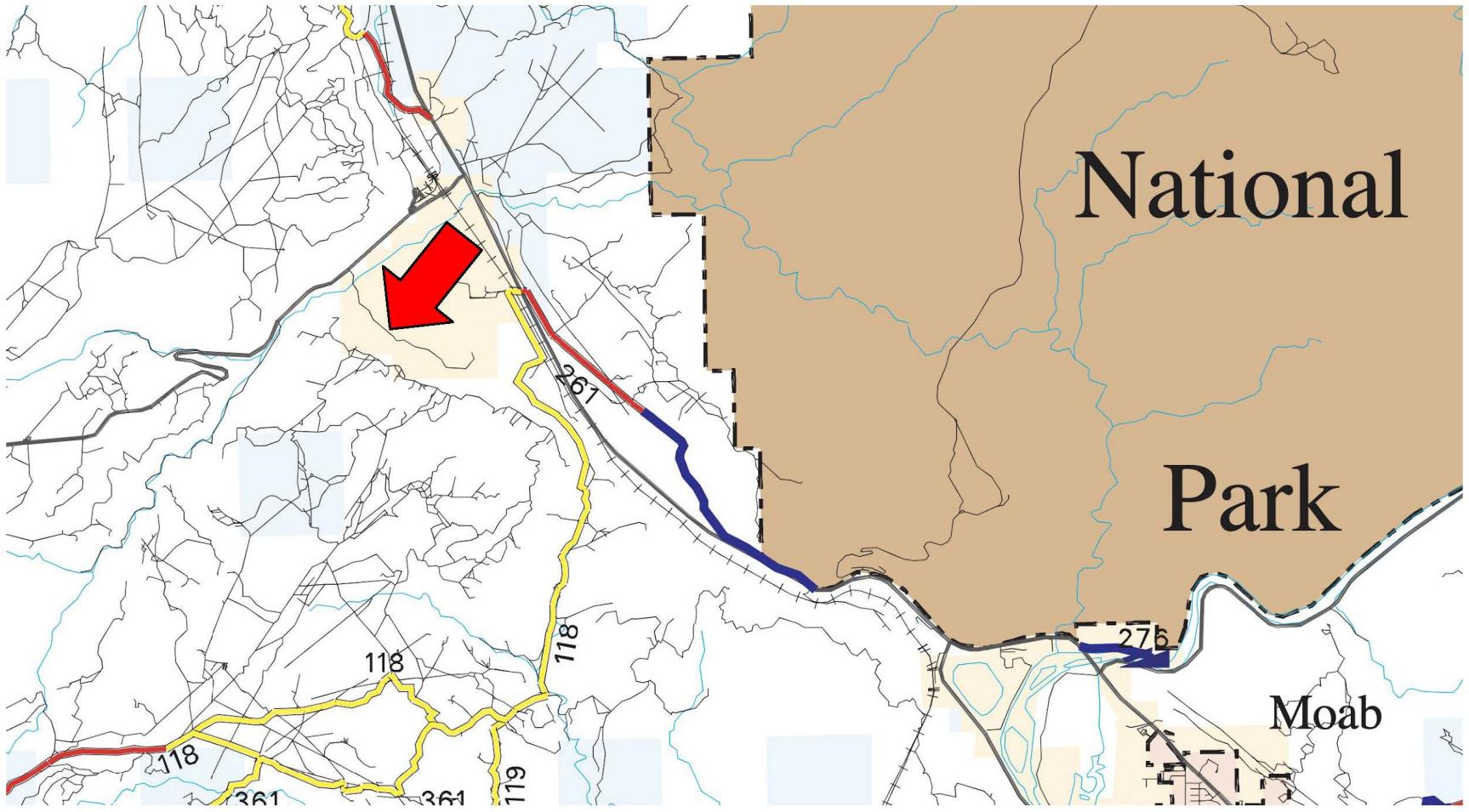


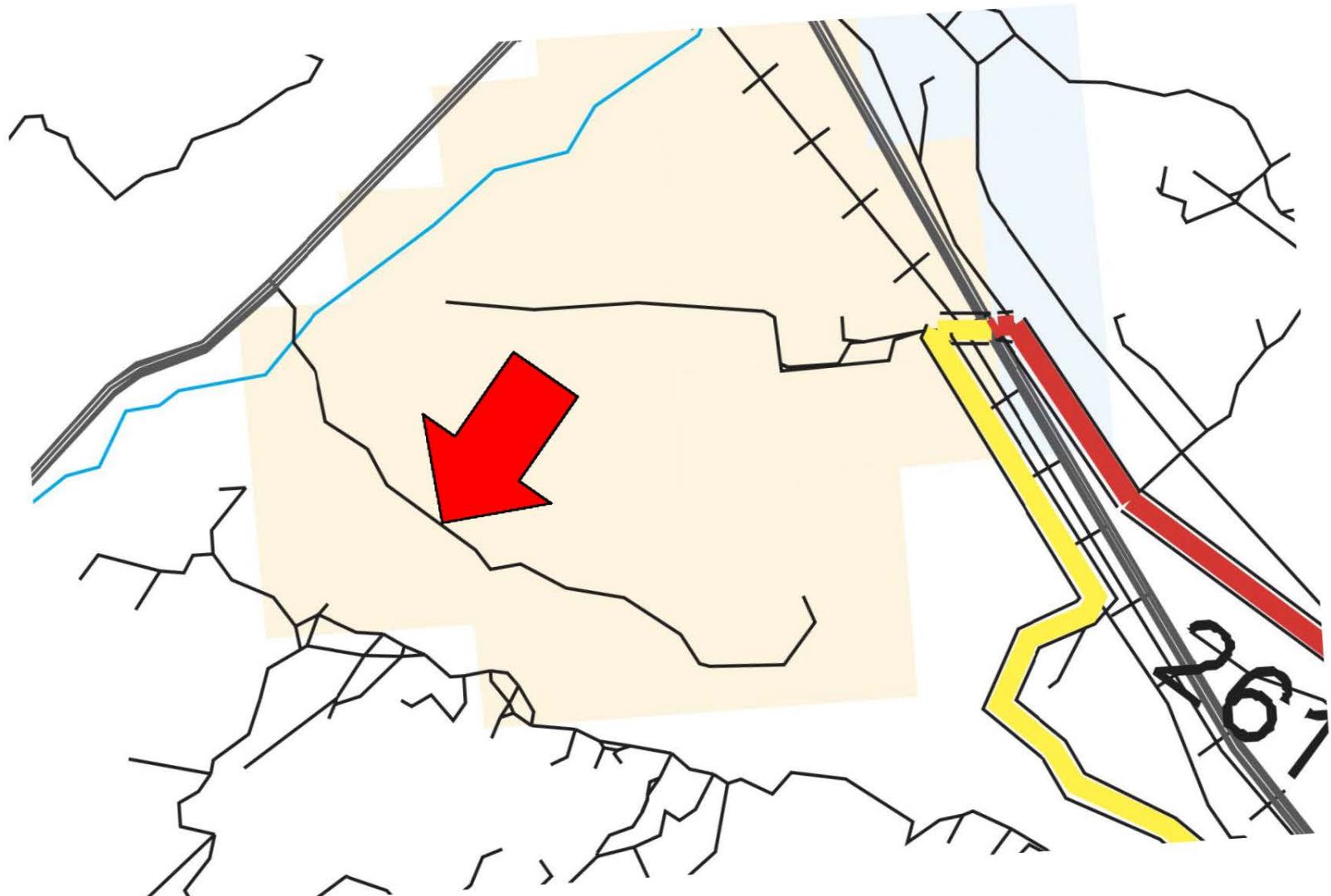














Public Notice

Notice of Public Hearing

NOTICE IS HEREBY GIVEN that the Grand County Commission will hold a Public Hearing at a Regular Meeting on Tuesday, January 19, 2021 at 4:00 pm later, virtually on Zoom. All interested parties should plan to attend electronically, and instructions to participate via Zoom will be provided on the meeting agenda posted on the County's website at least 24 hours before the meeting.

The purpose of this hearing is to solicit public input on a proposed ordinance vacating that portion of Seven Mile Flat Road #1940, a County D Road, located through property owned by The Red Earth Venue, LLC and Intrepid Potash-Moab, LLC known as Parcel Nos. 04-0020-0088 and 24-XST-0067.

A complete draft of the proposed ordinance is available in the Grand County Clerk's office, 125 East Center Street, Moab, Utah.

Published in the Times Independent, Moab, Utah, December 24 and 31, 2020 and January 7 and 14, 2021.