



GRAND COUNTY COUNCIL REGULAR MEETING

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

AGENDA

Tuesday, April 19, 2016

2:00 p.m.

- Joint County Council – County Planning Commission Workshop**
 - A. Housing Workshop (Zacharia Levine, Community Development Director)

3:45 p.m.

- Recess**

4:00 p.m.

- Call to Order**
- Pledge of Allegiance**
- Approval of Minutes** (Diana Carroll, Clerk/Auditor)
 - B. April 5, 2016 (County Council Meeting)
- Ratification of Payment of Bills**
- Elected Official Reports**
- Council Administrator Report**
- Department Reports**
 - C. 2015 Moab Area Travel Council Report (Elaine Gizler, Travel Council Director)
- Agency Reports**
 - D. “All Things Trashy” Update on Solid Waste District activities (Deborah Barton, District Manager, Grand County Solid Waste District)
 - E. USU-Moab Dean's Fund-Raising Task Force (Steven Hawks, Dean and Executive Director, Utah State University-Moab)
 - F. Introduction of new Grand County Fire Warden, Cody Greaves (Rudy Sandoval, Area Fire Management Officer, Utah Division of Forestry, Fire & State Lands)
- Citizens to Be Heard**
- Presentations**
- Discussion Items**
 - G. Discussion on recommended revisions to the Policies and Procedures of the Governing Body: Section D “Duties of the Chair” (postponed from April 5, 2016) and Section E “The Council Administrator” (allow 30 minutes) (Ruth Dillon, Council Administrator and Council Study Committee Tubbs, Hawks, and McGann)
 - H. Discussion on calendar items and public notices (Bryony Chamberlain, Council Office Coordinator)
- General Business- Action Items- Discussion and Consideration of:**
 - I. Approving proposed application for the Recreational Trails Program Grant from the Utah Division of Parks and Recreation on behalf of Grand County Trail Mix committee for trails and trail head maintenance and restoration (Sandy Freethy, Trail Mix Committee Chair)
 - J. Approving funding request for additional staff consisting of one full-time and one part-time employee at Canyonlands Field (Judd Hill, Airport Manager and Graig Thomas, Human Resources Director)

- K. Approving proposed year-to-year ground lease agreement with Pinnacle Helicopters, LLC (Judd Hill, Airport Manager)
- L. Approving proposed month-to-month office lease agreement with Pinnacle Helicopters, LLC (Judd Hill, Airport Manager)
- M. Approving proposed Agreement for Municipal Advisory Services with Zions Public Finance (Diana Carroll, Clerk/Auditor)
- Consent Agenda- Action Items**
 - N. Approving proposed application for the annual Emergency Management Performance Grant (EMPG) for FY2016
 - O. Ratifying the Chair's signature on a Victim of Crime Act (VOCA) assistance program grant application for the Sheriff's Office
 - P. Adopting proposed Resolution approving replat of lots 25, 26, & 27 of the White House Subdivision Planned Unit Development (PUD)
 - Q. Adopting proposed Resolution approving the Hamblin Minor Record Survey
- Public Hearings- Possible Action Items (none)**
- General Council Reports and Future Considerations**
- Closed Session(s)**
- 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 Council meetings are encouraged to contact the County two (2) business days in advance of these events. Specific accommodations necessary to allow participation of disabled persons will be provided to the maximum extent possible. T.D.D. (Telecommunication Device for the Deaf) calls can be answered at: (435) 259-1346. Individuals with speech and/or hearing impairments may also call the Relay Utah by dialing 711. Spanish Relay Utah: 1 (888) 346-3162

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

At the Grand County Council meetings/hearings any citizen, property owner, or public official may be heard on any agenda subject. The number of persons heard and the time allowed 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 Council Meeting and forty-eight (48) hours prior to any Special Council Meeting. Information relative to these meetings/hearings may be obtained at the Grand County Council's Office, 125 East Center Street, Moab, Utah; (435) 259-1346.

A Council agenda packet is available at the local Library, 257 East Center St., Moab, Utah, (435) 259-1111 at least 24 hours in advance of the meeting.

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
April 19, 2016
 2:00 pm *Workshop*

TITLE:	Housing Workshop
FISCAL IMPACT:	N/A
PRESENTER(S):	Zacharia Levine, Community Development Director

Prepared By:
ZACHARIA LEVINE
GRAND COUNTY
COMMUNITY
DEVELOPMENT
DIRECTOR

FOR OFFICE USE ONLY:

Attorney Review:

N/A

BACKGROUND:

The Grand County Council will address housing affordability in a series of workshops beginning at 2:00 pm ahead of each regular scheduled public meeting.

During the March 29 workshop, the Council discussed code enforcement and assured housing policies. Today's workshop will include a closer look at a draft code enforcement protocol. Additional topics covered will include a brief discussion of the relationship between infrastructure and land use, with an emphasis on density, as well as the potential development of publicly owned parcels. Council will also receive a quick update on the Planning Commission's progress in amending the County's Land Use Code (LUC).

ATTACHMENT(S):

1. DRAFT: Grand County Code Enforcement Procedure, with comments (Zacharia Levine, Community Development Director)
2. Map series of publicly owned parcels -- large printouts will be available for review in person (Zacharia Levine, Community Development Director)



GRAND COUNTY CODE ENFORCEMENT

ADMINISTRATIVE PROCEDURES & BEST PRACTICES

January 2016

Administrative Procedure for Enforcing the Code

This document sets forth the recommended procedures to enforce the Grand County (the “County”) Ordinances (the “Ordinances”). Code enforcement is essential to the effectiveness of all aspects of local government, so this document also serves as a means for collaboration amongst the many involved departments and officials. The County utilizes a complaint-based system, which in simpler terms means we do not go out looking for problems, but we also don’t ignore obvious issues simply because they have not been reported. Our objective is to use our limited resources as effectively as possible, with life/safety issues being the highest priority. The Community Development Director, Building Official, Southeastern Utah Health District Inspector, County Assessor, and Clerk-Auditor, in conjunction with the County Attorney, are responsible for determining which issues will be pursued and to what degree.

Procedural Overview

The following is a step by step guide for handling a routine Code Enforcement complaint. More detailed, issue-specific instructions follow.

1. A citizen will contact the County and report an issue, or a County official will observe a violation and trigger the code enforcement protocol.
2. If the complaint is a legitimate code violation, issue the complainant a Code Enforcement Complaint Form.
3. The Code Enforcement Complaint Form (see attached) includes the following:
 - a. Property Address
 - b. Complaint/violation
 - c. Complainants name, address, and phone number if they want to stay informed with the progress made, (this it is not required - it can be anonymous).
4. Inspect the property, and:
 - a. Take pictures
 - b. Get the correct property address, if applicable
 - c. Assess how the property is violating Code
5. Contact the Grand County Recorder (435-259-1332) and/or Assessor (435-259-1329) to get the property identification number, property owner information, and whether or not they are a repeat violator. Add this information to the Complaint Form.

Commented [ZL1]: We'll need a database or enforcement log in order to accomplish this goal.

6. Provide a “courtesy notice” to the property owner via certified mail indicating the property is in violation of the Code, provide a code reference, and give a compliance date generally 10-14 days into the future. Attach a copy of the notice to the Complaint Form. If the address of the property owner is different than the property in violation, also send a notice to the tenant, if applicable.
7. When the compliance date has come, inspect the property, and:
 - a. Take pictures
 - b. If the property has reached compliance:
 - i. Write COMPLIANT on the top of the Complaint Form, with a date
 - ii. Provide the property owner a verbal or written thank you, and indicate the file has been closed.
 - c. If the property is still in non-compliance:
 - i. Provide a “second and final notice” to the property owner via certified mail, provide a code reference, and issue a new compliance date 10-14 days into the future. Attach a copy of the notice to the Complaint Form. If the address of the property owner is different than the property in violation, also send a notice to the tenant, if applicable.
8. When the second and final compliance date has come, inspect the property again, and:
 - a. Take pictures
 - b. If the property has reached compliance:
 - i. Write COMPLIANT on the top of the Complaint Form, with a date
 - ii. Provide the property owner a verbal or written thank you, and indicate the file has been closed.
 - c. If the property is still in non-compliance, submit all associated file materials to the County Attorney. The County Attorney will decide whether to:
 - i. Send the property owner another letter,
 - ii. Send a notice of violation to a property management company,
 - iii. Issue a citation, or
 - iv. Proceed with Class C misdemeanor prosecution.

Commented [ZL2]: WC?

Common Code Violations & Issue Specific Procedures

Many code violations arise time and time again. Below you may find some of the most common complaints and where they are referenced in the respective codes.

Grand County Code

Grand County Land Use Code (LUC)

Inoperable Vehicles/Junk/Refuse

Issue-specific instructions:

1. Contact the Community Development Director *and* Health Inspector.
2. The Community Development Director *and* Health Inspector will visit the property together to make an initial evaluation of the problem severity.
3. Proceed with the code enforcement procedure.

3.2.3.B Auto Repair Garage

All motor vehicles on the premises must carry a current registration and/or a work order with a completion date not to exceed 90 days. Motor vehicles without valid registration and/or a work order shall be classified as salvage and junk, and may not be kept, stored or worked on in an auto repair shop.

3.3.2.G.3 Home Occupation

There shall be no visible storage of equipment, materials, or vehicles with more than 2 axles

6.3.4.F.5 Outdoor Storage Areas

All outdoor storage areas for materials, trash, mechanical equipment, vehicles, or other similar items shall be screened from street view by a minimum 6 foot high screening device. Such screening device shall consist either of plant material or a wall constructed of or finished with materials to match the main building of the site.

6.12.10 Refuse and Debris

The space around buildings and structures in any district shall be kept free from refuse and debris. No yard, open yard space, open space or land in any district may be used for the storage of junk, or inoperable or wrecked vehicles, except as specifically permitted by this LUC.

Non-residential Structures Used for Dwelling Units

Issue-specific instructions:

1. Contact the Community Development Director, Building Official, *and* Health Inspector.
2. The Community Development Director, Building Official, *and* Health Inspector will visit the property together to make an initial evaluation of the problem severity.
3. Proceed with the code enforcement procedure.

Commented [ZL3]: Required code amendments:

1. Definitions for registered, unregistered, inoperable, dismantled, wrecked, abandoned vehicles, and vehicle parts
2. Clear statement to the following effect:
"A maximum of (1 or 2) unregistered vehicles may be stored on an individual parcel. A property owner may apply for an exemption permit for additional unregistered vehicles. However, in all cases, inoperable or wrecked vehicles must be screened according to Section 6.3.4.F.5 of this LUC."
3. The health inspector may have cause to order to the removal of refuse or debris to protect the health, safety, or welfare of Grand County citizens not specifically granted by this LUC.

Commented [ZL4]: Required code amendments:

3.3.2.B.2.b Accessory Dwelling Unit (ADU) Site Plan and Design Requirements

An accessory dwelling unit shall be a permanent structure. No travel trailer, boat, or similar recreational vehicle shall be used as an accessory dwelling unit.

Overnight Accommodations

***Due to the exceptional impacts, volume, and fiscal importance of overnight accommodations within Grand County, code violations associated with this use will be proactively addressed. In other words, overnight accommodations code enforcement is not limited to complaint-based action.*

Issue-specific instructions:

1. Contact the Community Development Director, Clerk-Auditor, Assessor, and Travel Council Director
2. The Community Development Director, Clerk-Auditor, Assessor, and Travel Council Director will make an initial evaluation of the code violation(s) by visiting the property together and/or reviewing online advertisements, guest reviews, tax records, business licenses, or any other evidence suggesting the presence of an illegal overnight accommodation.
3. Proceed with the code enforcement procedure.

Section 3.1 Use Table

Principal Uses by Zoning District														
Use Category	Specific Use	RESIDENTIAL					NONRESIDENTIAL					Use-Specific Standards		
		SLR	LLR	RR	MFR	RG	NC	GB	RC	RS	HC		LI	HI
Key: P = Permitted by right C = Conditional Use Permit Required ___ Not Permitted (Use-specific Standards and descriptions of Use Categories are provided in 3.2 and 3.4, respectively)														
Overnight Accommodations	Bed and breakfast	P	P	P	P	P			P	P				3.2.3D
	Dude ranch or destination resort					C								3.2.3F
	Hotel or motel						P	P	P	P	P			
	Recreational vehicle parks and campgrounds								C	C	C			3.2.3L
	Residential units used for overnight accommodation							P	P	P	P			3.2.3M
	All other overnight accommodation uses													4.6.4

***Residential units used for overnight accommodations are not permitted in residential zone districts excluding the –OAO designation.**

Section 4.6 -OAO, Overnight Accommodations Overlay District

4.6.1 Purpose

The -OAO, Overnight Accommodations Overlay District is an overlay district intended to designate subdivisions and developments within which overnight accommodations are permitted. Overnight accommodations use of residential dwelling units is an important part of the Grand County economy and tradition, but such use is not appropriate in all districts and parts of the county. The -OAO district should be applied only to entire developments and subdivisions or to portions of such developments and subdivisions planned or historically used primarily for such use and activity, and where appropriate and compatible with adjacent land uses and neighborhoods. The -OAO district will not be applied to individual units or lots.

6.3.2.A-C Height and Location of Fences and Walls

A. General

All fences and walls shall comply with the requirements of this subsection.

1. All fences and walls shall be erected in accordance with the requirements of Section 6.2.3, Corner visibility – street, alley and driveway intersections.
2. All fences and walls over 6 feet in height shall require a building permit and must be constructed in conformance with the International Building Code.

B. Residential Districts

Fences and walls in residential districts shall comply with the requirements of this subsection.

1. No fence or wall erected within a required front yard shall exceed 4 feet in height.
2. Barbed wire shall be prohibited except as follows:
 - a. Agricultural and ranching operations may utilize barbed wire in fencing up to 4 feet high, and
 - b. Telecommunications facilities may utilize barbed wire for security purposes in otherwise conforming fences.

C. Nonresidential Districts

Fences and walls in nonresidential districts comply with the requirements of this subsection.

1. No fence or wall erected within a required front yard shall exceed 6 feet in height.
2. No fence or wall erected within a required side or rear yard shall exceed 6 feet in height; provided, however, with adequate demonstration of necessity, the Zoning

Administrator may approve security fencing higher than 6 feet subject to the following requirements:

- a. Such fencing shall comply with the setback requirements for structures in the underlying zoning district, and
- b. A dense and irrigated, landscaped buffer shall be installed and maintained between the fence and the property line.

3. No barbed wire shall be allowed below 6 feet adjacent to any residential district or residential use.

International Building Code (IBC)

Moab Valley Fire Code

Southeastern Utah Health District Code

Code Enforcement Best Practices

Code enforcement is not an easy or fun aspect of local government, but it is necessary to ensure the long-term effectiveness of our County Ordinances and to protect the health, safety, and welfare of our residents. The following “best practices” should simplify the process and reduce the potential for negative reactions to enforcement throughout the County.

Dealing with an angry citizen

Many times when people call in they are very unhappy about something, and they will share their unhappiness with you. It is important for you to stay cool. The following are several pointers that will help you to stay on top of things. Remember, no matter how well you deal with a citizen, there still may be times when he/she will not be satisfied. Don't worry about it, they are not angry with you personally, they just don't know how else to deal with the problem.

Commented [ZL5]: Re-write

Do:

- ❑ Remain Calm
- ❑ Listen- acknowledge what the complainant is saying and feeling
- ❑ Let the person know you understand the situation

- ❑ Let them know the timeline for the process and the procedure required
- ❑ If they want to be kept up-to-date on the issue, keep them informed and contact them regularly
- ❑ Thank them for calling in and for letting you know about the problem. Assure them that it will be addressed

Do not:

- ❑ Ignore what the complainant is saying and feeling
- ❑ Become argumentative
- ❑ Promise things that won't happen (this can be hard)

Complaint form

See the attached standard Complaint Form. If your department or organization requires additional information than provided on the standard form, please modify it as needed.

Property owner information

To find the property owner information, all you need is the address of the property in question. You may contact the Grand County Assessor (435-259-1329) to find the owner's mailing address and phone numbers.

Repeat violator

In order to check if a property is a repeat violator, simply open the code enforcement log, and click on the previous years. In each of the years you can hold down the "Ctrl" button and "F" in order to do a search. Type in the address and see if it is found. Try just the house number in case the previous person typed in the address slightly differently. Perform this search in each of the past years.

If you do find that a property has been in violation before you should be able to see what their previous violation was. Depending on the violation, you will need to determine what the next step will be. You can either contact the property owner and go through the usual process, or you can automatically send the case to the City Prosecutor, depending on the severity of the violation. If you choose to send it directly to the City Prosecutor, let the City Planner review it first.

Notifying the property owner

Commented [ZL6]: This may or may not stay depending on our ability to establish a code enforcement log/database (attached to the enterprise GIS system).

It is important to notify the property owner as soon as possible. For the initial courtesy notification you may do it verbally in addition to writing. Most people prefer a personal conversation rather than a “cold” letter, but the certified mail receipt is important for record keeping.

Certified letter

Sending a certified letter is basically a way of officially telling a property owner which property is in violation of Code, what the code says, and when they need to have the property brought into compliance. An example letter is attached, but basically you will need to give the owner their file #, the complaint, the code citation, and a compliance date.

Certified mail supplies may be found in the Clerk-Auditor’s office. To send a certified letter, fill out a green certified card, and place letter in the “Special Handling” tub in the County’s mail room. Notify a staff member of the Clerk-Auditor’s office, and he or she will charge you department for the costs. When the letter is delivered the green card will be sent back to the County. Keep this receipt with the file! Without it, you cannot prove the recipient ever received the letter. Sometimes the letter will not have been picked up, or the address could be wrong; be sure to keep this also. If a forwarding address is provided, the Assessor’s office appreciates getting the new address.

Commented [ZL7]: May need to be specified differently.

Verbal contact

For a verbal contact you can either talk to them right at the property, if you feel comfortable with that, or you can call them on the phone. Remember to listen and to not argue.

Compliance

When the deadline for the property to be in compliance arrives, you will need to drive to the property and see if it is in order. If it has come into compliance, then you will send a thank you letter to the property owner.

Sending a thank-you letter

See the attached thank you letter. This will be sent if the property has been brought into compliance. You may also choose to provide a thank you verbally by phone or in person.

Sending a notice to a property management company

If the property in question has not been brought into compliance, you can call a property management company to come in and clean up the property. Be sure to document all of the calls and the costs, and the costs will be affixed to the property owner's property tax bill.

Working with the County Attorney

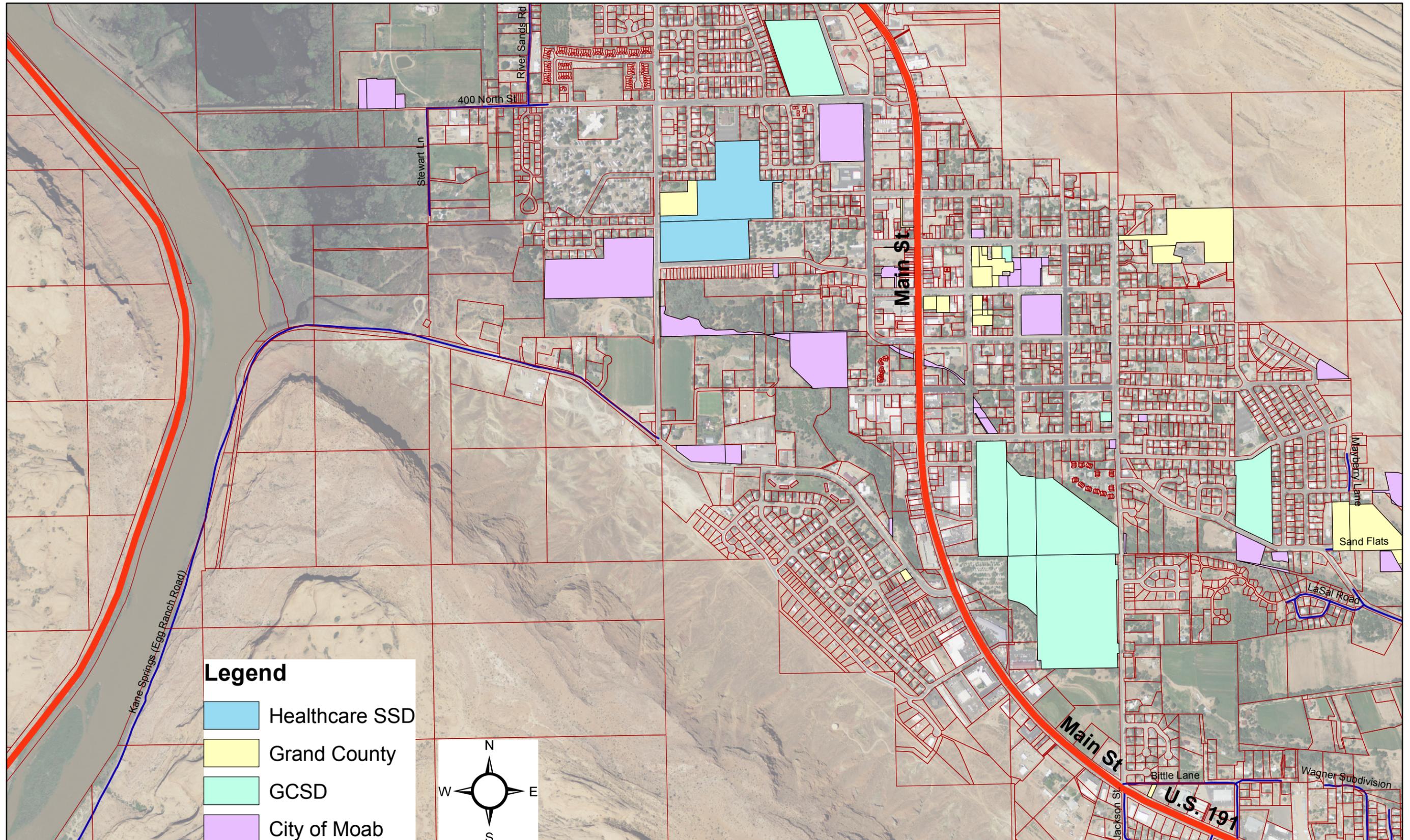
When working with the County Attorney, be sure to have open communication. You will need to submit the files along with a legal review request form, but make copies for yourself first. Talk with the Attorney, or a designated staff person, and tell him or her about the issue. The Attorney will then have you check the property one final time in order to make sure it is still in non-compliance. Let the Attorney or a designated staff person know about the status of the property, and he or she will either drop the case or set a trial date.

Don't forget about the cases that have been sent over to the County Attorney. Check back and see if you can help with anything. The Attorney will ask you to periodically check the property for progress.

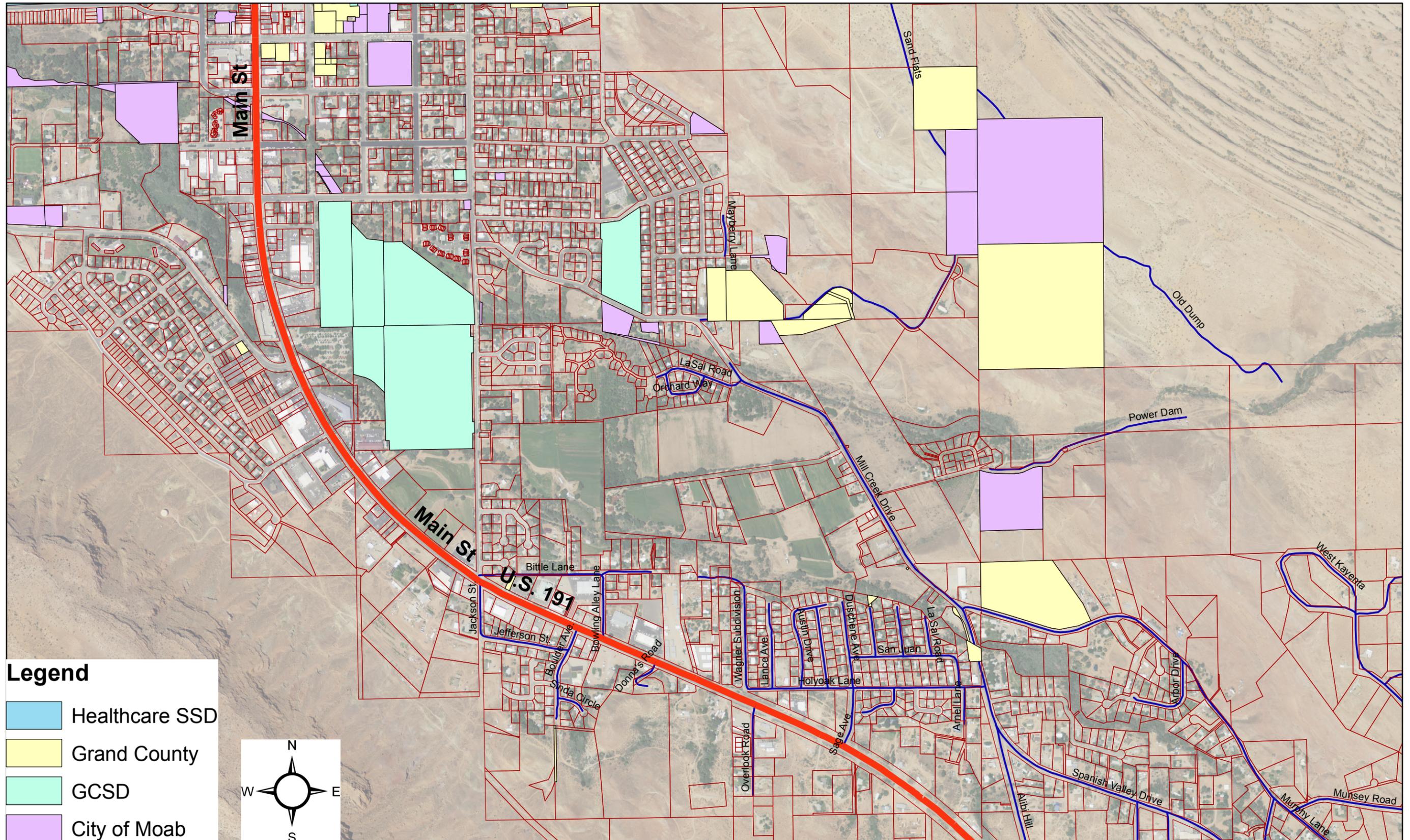
Code Enforcement Letter Templates

(See attached word documents to be included in the finalized .pdf)

Publicly Owned Parcels in Moab City and Grand County

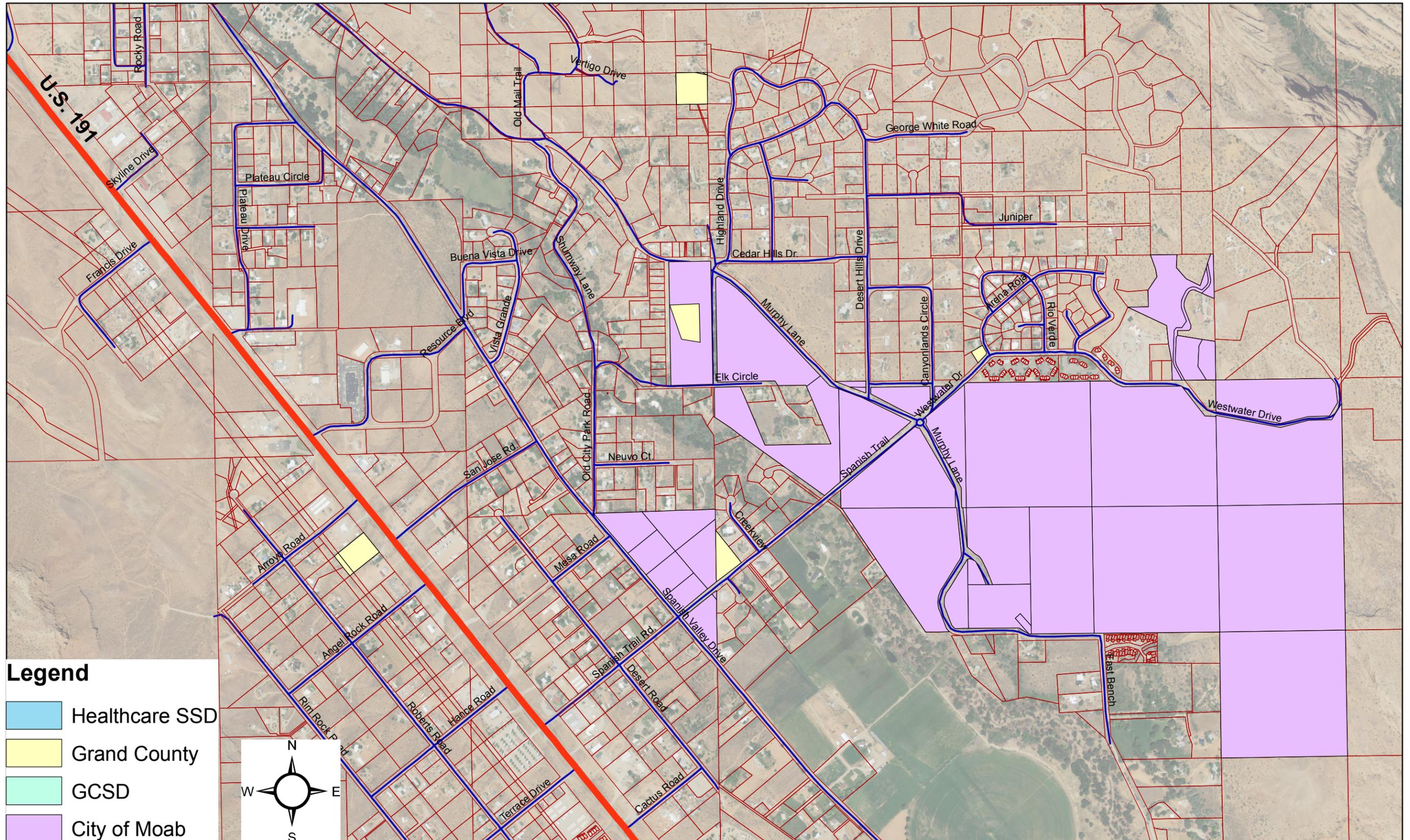


Publicly Owned Parcels in Moab City and Grand County



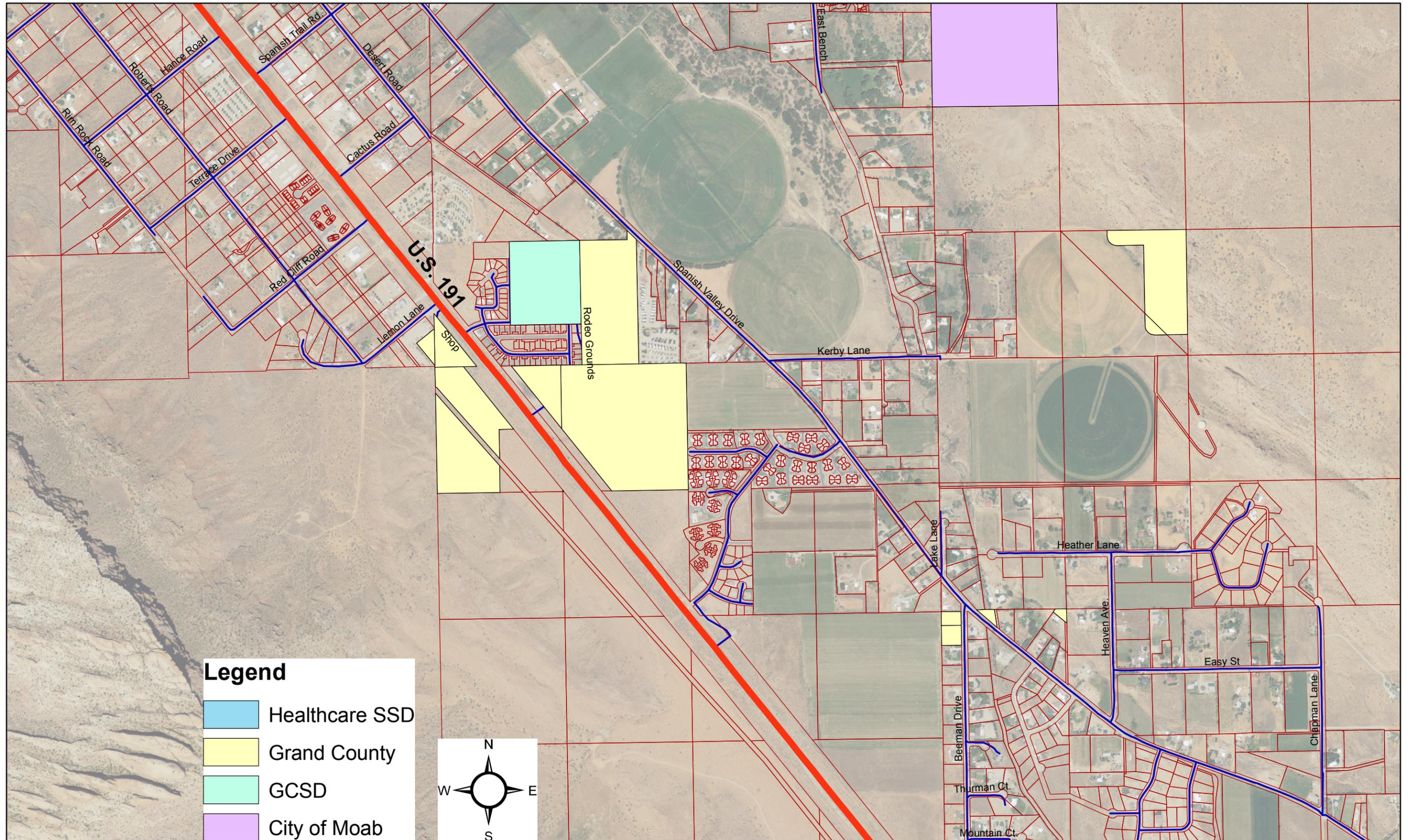
Map prepared by Zacharia Levine, Grand County Community Development Director

Publicly Owned Parcels in Moab City and Grand County

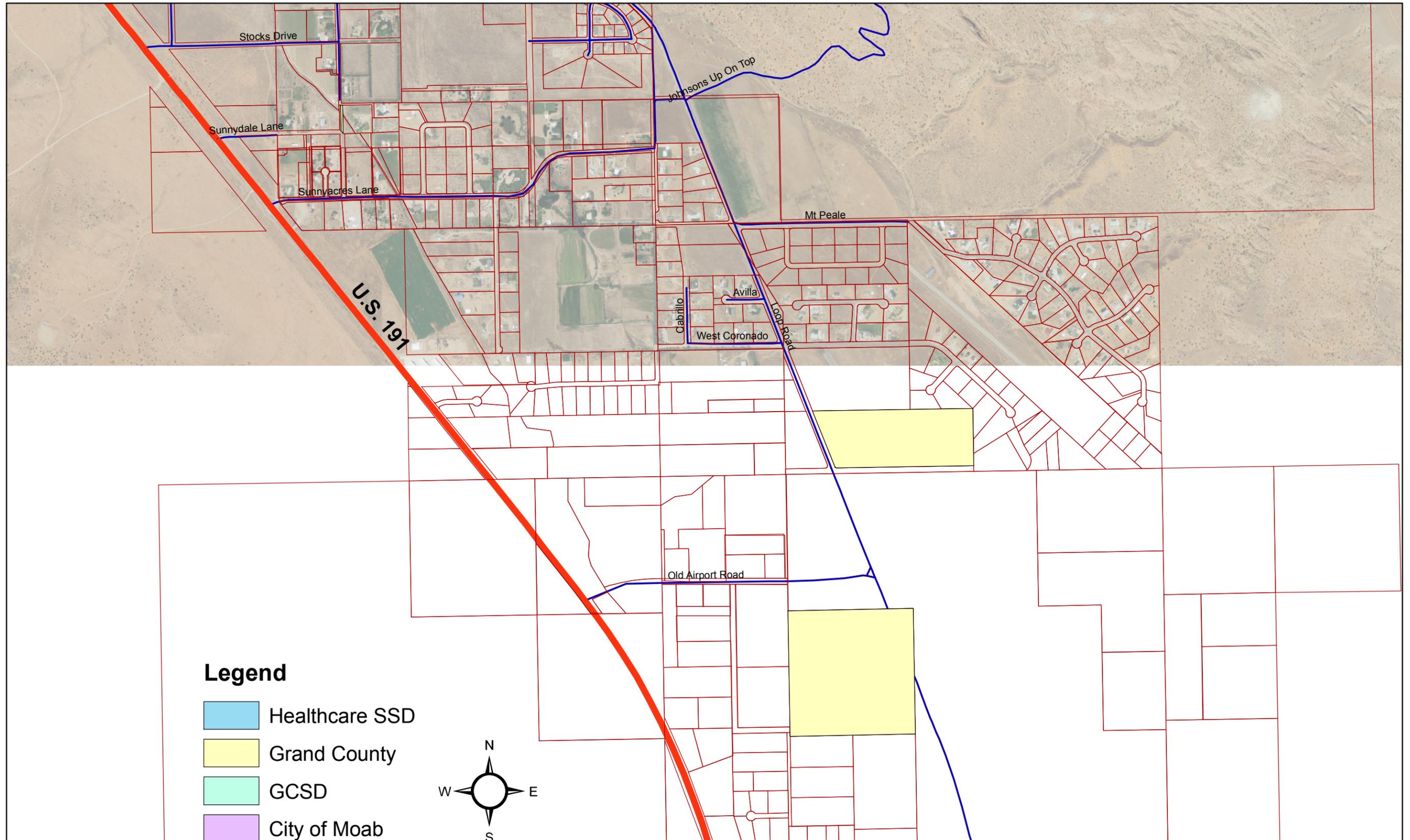


Map prepared by Zacharia Levine, Grand County Community Development Director

Publicly Owned Parcels in Moab City and Grand County



Publicly Owned Parcels in Moab City and Grand County



AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
APRIL 19, 2016
Agenda Item: C

TITLE:	2015 Moab Area Travel Council Report
FISCAL IMPACT:	
PRESENTER(S):	Elaine Gizler, Travel Council Director

Prepared By:

Bryony Chamberlain
Council Office
Coordinator
(435) 259-1346

BACKGROUND:

2015 Moab Area Travel Council Report

ATTACHMENT(S):

1. PowerPoint Presentation

FOR OFFICE USE ONLY:

Attorney Review:

N/A



2015 YEAR END MOAB AREA TRAVEL COUNCIL REPORT

Prepared by: Elaine Gizler
Executive Director

MOAB AREA TRAVEL COUNCIL STAFF AND ADVISORY BOARD

Moab Area Travel Council Staff

- Executive Director
- Admin. Assistant
- Events and Facilities Coor.
- Graphic Design/Internet

Moab Area Travel Council Advisory Board

- Sam Wainer
- Howard Trenholme
- John Knowles
- Lynn Jackson (County Council Liaison)
- Rebecca Davidson (City Liaison)

Elaine Gizler

Callie Tranter

Michele Hill

Robert Riberia

Rachel Paxman

Colin Fryer

Sarah Sidwell

Jodie Hugentobler (Chamber of
Commerce)

MOAB AREA TRAVEL COUNCIL MISSION STATEMENT

- The Moab Area Travel Council seeks to improve the local economy by promoting, marketing, and supporting recreation, tourism, events and conventions in a manner that promotes and protects the beauty and scenery of our natural environment, which strives to increase the transient room tax collections on an annual basis, and to extend the visitor season to a full 12 months.

TRAVEL AND TOURISM CRITICAL POINTS

- According to skift:
- (Skift is the largest industry intelligence platform providing MEDIA, INSIGHTS and MARKETING to key sectors of travel.)
- In case the world needed any more proof that travel is one of the largest global industries, it just got it.
- — *Dan Peltier*
- The travel industry employed one in 11 people in the world's working population in 2015, supporting more than 284 million jobs that contributed more than \$7.2 trillion to global GDP.
- That number of jobs is more than Brazil's entire population, for example, and travel's GDP contribution accounts for nearly 10 percent of the world's total GDP.

TRAVEL AND TOURISM CRITICAL POINTS

- Some 7.2 million new jobs were generated by travel and tourism in 2015, according to the World Travel & Tourism Council's (WTTC) 2016 global economic impact report which analyzed economic data on the contribution of the travel industry on a global level and for 184 countries in 24 regions.
- "Terror attacks, disease outbreaks, currency fluctuations and geopolitical challenges have impacted the sector at a country or regional level, but travel and tourism at the global level continues to produce another robust performance," said David Scowsill, CEO of WTTC, in a statement.

TRAVEL AND TOURISM CRITICAL POINTS

- Travel and tourism directly generated more than 107 million jobs in 2015 (3.6 percent of the world's total employment) and that's forecast to grow nearly two percent in 2016 to 109.8 million. This includes employment by hotels, travel agents, airlines and other passenger transportation services (excluding commuter services). It also includes, for example, the activities of the restaurant and leisure industries directly supported by tourists.

TRAVEL AND TOURISM DIGITAL POINTS

- Source: e marketer, 2015
- 127 Million people will research travel on line and 105 million will book.
- Digital video consumption is on the rise among travelers and marketers are taking notice. But travel marketers have not adopted digital video as quickly as consumers have.

2016 Social Media will be a primary way to generate travel bookings and revenue for half of the travel industry. According to Skift.

Fodor's World Travel named Utah the #1 Destination in 2016

2016 UTAH TRAVEL & TOURISM ROUNDTABLE

- According to The Utah Office of Tourism, The high-level number in tourism spending is \$7.8 billion that translates into \$1.07 billion in state and local tax revenues. Governor Herbert has challenged UOT to generate \$1.2 billion in state and local tax revenue by 2020, and Vicky Varela from The Utah Office of Tourism says we are on target.
- UOT is are very optimistic that within a matter of months Airbnb will be a full taxpayer for all of its properties her in Utah. The Utah State Tax Commission is implementing a system to make it fairly easy for them to report taxes and will be available in a matter of months.
- According to Nan Anderson from the Utah Tourism Industry Association The Tourism Marketing Performance Fund has invested over \$118 million over the last 10 years to help market all of our area products.
- According to Dennis Copyak from LeBus, they are the 16th largest private charter bus company in the country. They have added over \$5 million in buses and infrastructure to keep up with demand seeing a trend in smaller groups being anywhere from 18 to 31

2015 VISITATION STATISTICS FOR GRAND COUNTRY

Arches National Park Visitation 2015 1,399,248 +8.9% LY 1,284,767

Bus Passengers + 8.2% Tent Campers +7.8%

Fiery Furnace Visits +4.3%

Canyonlands National Park Visits 2015 634,807 +18.2 % LY 537,064

Island District +22.2% 469,849 LY 384,532

Needles District Visits +8.7% Maze District +7.8%

2015 UTAH OFFICE OF TOURISM CAMPAIGN

- **Mighty 5 campaign put on National Stage using Cable and Digital. This effort ran 3/9 -4/5 and in spot markets.**
- **The campaign ran heavy in proven markets and began early March 2015 with spot TV on CBS and NBC focusing on**
 - **Los Angeles, Denver, Phoenix, and Las Vegas markets.**

2015 VISITATION STATISTICS FOR GRAND COUNTRY

- TRT Taxes in 2015 generated \$ 3,964,185.64 +16% LY \$3,445,061.49
- Less Utah State Collection Fees \$35,096.05 or .80% vs \$33,049.64 or .95%

2015 Net Total: \$3,926,545.69

- 2015 Best performing months:
March +26%, May + 20%, July +20%, Nov +20%

2015 MATC MARKETING AND BRANDING PROGRAM

The 2015 Moab marketing and branding program encompassed 5 key states
Utah, Colorado, Washington, Oregon, Northern California

Total Marketing Spend 2015 \$1,674,365

Colorado Spend \$331,780

Utah \$312,275

Oregon \$162,207

Washington \$174,841

California \$538,296

2015 DISCOVERMOAB.COM STATISTICS

- Total Unique visits 2015 1,822,455 +20.8% over 2014 and doubled since 2012
- Total Click-through to Moab Businesses 517,276
- Top 10 Pages Viewed:
 - Arches National Park Webcam
 - Home Page
 - Calendar of Events
 - Arches National Park
 - Weather
 - Canyonlands National park
 - Mountain Biking
 - Hotels
 - Campgrounds
 - 4W-Driving

2015 DISCOVERMOAB.COM STATISTICS

- Moab Travel Planners mailed out in 2015 43,029
- Top ten requests by source:
 - Utah.com, TravelGuidesFree, Comcast, Rand McNally, Other, Go Utah, Friend/Family, Grand Canyon Journal, Grand Circle, Sunset
- Top ten requests by state:
 - California, Colorado, Texas, Florida, Utah, Washington, Illinois, Arizona, Ohio, Pennsylvania
- Top ten requests by Country:
 - United States, Canada, Germany, UK, France, Italy, Netherlands, Australia, Belgium, Switzerland

MOAB TRAFFIC COUNT

- Total 2014 Traffic count in Moab according to UDOT

2.6 million

1.6 million north bound 1.0 million south bound

Truck Traffic over 50' in length represents 10.5%

2015 ACCOMPLISHMENTS

- Marian DeLay induction to the Utah Department of Tourism Hall of Fame at the Utah Tourism September Conference.
- Department Transition to new Executive Director.
- Confirmed lodging and details for the Legislative Visit in September.
- Webcam page added to website late Fall 2015 to ease congestion LY 34,911 visits 2016 March YTD 118,000
- Added Dinosaur page to Discover Moab Website.

2015 ACCOMPLISHMENTS

- Updating information for each new business to website.
- Discover Moab facilitated over half a million click- through to local businesses
- Working with local photographers to secure updated photos of National Parks, State Park, Families. This will give our local professional photographers exposure around the world within our publication, and add to our library.

2015 ACCOMPLISHMENTS

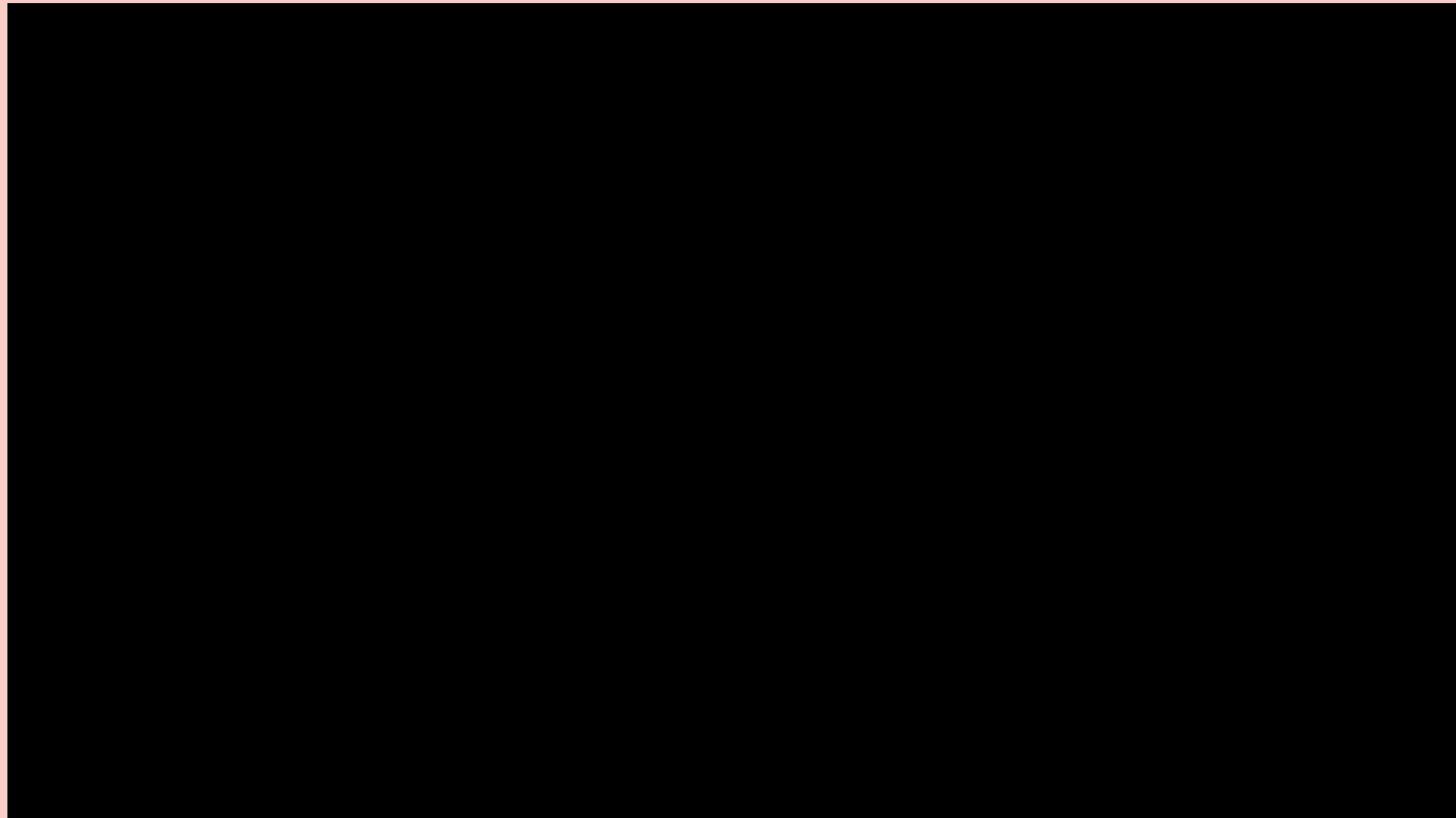
- Answer all incoming calls from tourists for information about Moab and Grand County.
- Redesigned the flyer for the Canyonlands Airport sign contest.
- Interviewed at Fox 4 in Grand Junction to discuss shoulder season events in Moab.

2015 ACCOMPLISHMENTS

- Commercials and digital bill boards in Utah and Colorado to support shoulder seasons.
 - Focusing on events happening in November, Dec, Jan, Feb
- Updating Marketing Tag Lines, Two National Parks, One Extraordinary Destination, as well as Go Moabing to reach a younger demographic.
- Provided interviews for USU students studying Hospitality and Tourism.
- Coordinated Familiarization (FAM) tours to Moab for The Utah Office of Tourism hosted 20 FAM's totaling 108 people from Germany, Australia, France, China, Korea, and United Kingdom.
- Repaired and updated MIC sign on corner of Center and Main.
- Participated in the Utah State Fair with a booth for Moab and received Honorable Mention Award

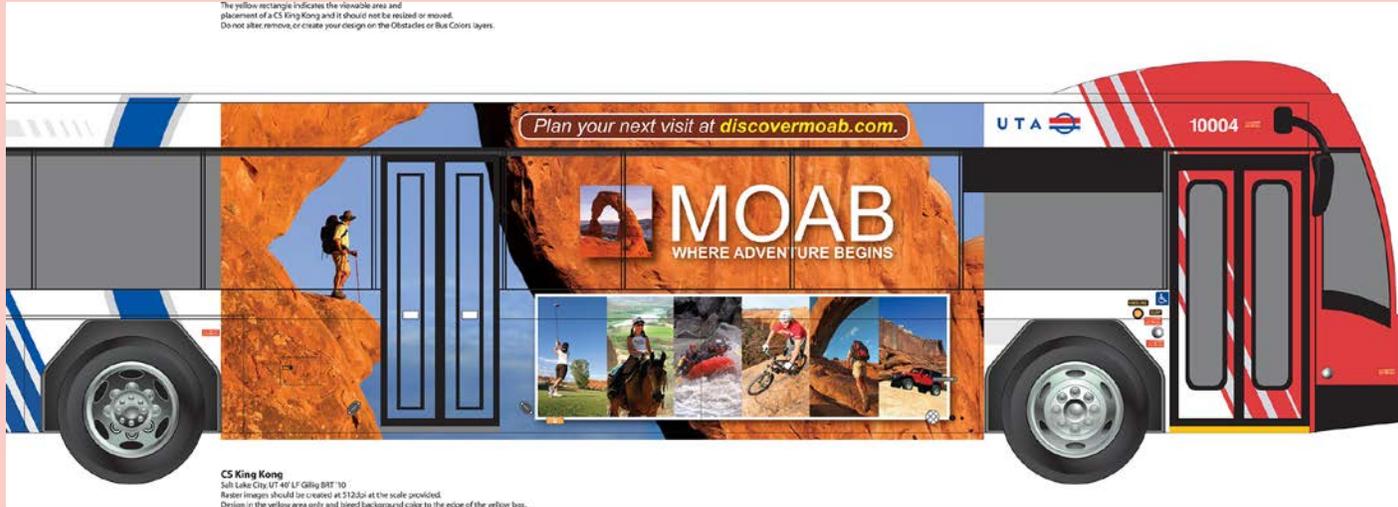


2015 SHOULDER SEASON VIDEO



BUSES AND DIGITAL BILLBOARDS

The yellow rectangle indicates the viewable area and placement of a CS King Kong and it should not be resized or moved. Do not alter, remove, or create your design on the Obstacles or Bus Covers layers.



CS King Kong
Salt Lake City 97' 40" LF Gillig BRT 10
Raster images should be created at 512dpi at the scale provided.
Design in the yellow area only and bleed background color to the edge of the yellow box.



SS Ultra King w/ Headliner
Sacramento, CA 40' LF Gillig BRT 15
Raster images should be created at 512dpi at the scale provided.
Design in the yellow area only and bleed background color to the edge of the yellow box.



MOAB AREA TRAVEL COUNCIL ORGANIZATION PARTNERSHIPS

WORKING CLOSELY WITH OUR SISTER COUNTIES

- **Utah Association of Destination Marketing Organizations or UADMO**

To support consumer trade shows around the country that will promote Utah as a premier vacation and recreation destination. The Utah Office of Tourism awarded funds to support shows in Houston, Toronto, San Antonio, and Vancouver, with attendance from 16,000 to 26,000 people looking to travel

- **Canyonlands Travel Region/ Thompson Welcome Center** representing Grand County and San Juan County. Supported by the Utah Office of Tourism, Governor's Office of Economic Development with annual financial support of \$85,000 for operations. Thompson Springs Welcome Center had over 70,000 tourist visitations in 2015.

- **Southern Utah National Parks Advertising and Marketing Co-operative or SUNPARKS.** Participation from Garfield, San Juan, Washington, Wayne, Kane, and Grand County to promote Southern Utah.

- **Grand Circle Association member.** The Association is a non-profit member organization dedicated to the promotion of visitation and travel within Arizona, Colorado, Nevada, New Mexico and Utah.



BOARD MEMBERSHIPS

- Moab Chamber of Commerce
- Canyonlands Natural History Association
- Museum of Moab To be confirmed April 20th

2016 MOVING FORWARD

- Met with Lt. Gov. Cox and Utah Tax Commission to discuss TRT collections, Air BnB & VRBO, and late or missed collections and solutions.
- Attending National Travel Association/ NTA, Go West, International Pow Wow/ IPW, International Travel Berlin/ ITB, meeting with Travel Agents, Tour Operators, attended seminars related to the travel industry.
- Provided the Tour Operators, and Agents with updated information about Moab, new hotels, restaurants, outfitters, events and discussing opportunities for shoulder season with off season hotel rates.
- Also reviewing with Tour Operators and Agents, that currently go to Zion and Bryce how simple it would be to add on a trip to Moab in their literature for 2017.

2016 MOVING FORWARD

- TRT Presentation in January to The League of Women Voters
- Added the National Park Service Find Your Park Logo to marketing and advertising supporting the park Centennial
- Developing a training program called “ Beyond Moab” for Business Owners and Employees to enlighten the tourists. This is an effort to educate our business community employees on many other points of interest around Moab so as to disperse tourists into these area to avoid congestion in our National Parks.
- Michele Hill will be contacting Business owners to set up scheduled appointments to train the employees on the information from “Beyond Moab”. This will begin May 2016.

2016 MOVING FORWARD

- Attended Consumer shows Long Beach, San Diego, Santa Clara, Sacramento, and Sandy, Utah to determine future attendance at the shows.
- Created 12 page brochure inserted into the April issues of Alaska Airlines, Horizon Airlines and Sunset Magazine Northern California totaling 350,000 pieces called " Take Me To Moab". This effort was supported by Round 13 State funding of 50% for the total cost.
- Collaborated with Moab City Council Member, Grand County Council Member, Sherriff's Department for " Throttle Down in Town" program. Which includes yard signs, posters and brochures noting street legal that were printed by the Moab Area Travel Council.

2016 MOVING FORWARD

- Creating an updated website that will be mobile optimized, provide retargeting, updating photography and layout.
- New one sheet presentation for distribution at travel and consumer shows also translated for International shows.
- Submitting request for Utah Office of Tourism funding 2017 Marketing in June.
- Re evaluating the social media outlets for The Moab Area Travel Council to better impact the digital response, and a focus on International Markets with Digital.
- Advisory Board suggestion for Media company to purchase and monitor Radio, TV, and Digital for best pricing, optimum results, and statistical review.

2016 MOVING FORWARD

- Hosted Moab first annual Tourism Expo February 18th at the Grand Center for local business employees to be better informed of new and existing programs from Moab Outfitters, speakers from the BLM, NPS, Utah Office of Tourism, Trip Advisor, National Forest Service, Moab Information Center, and Moab Area Travel Council. Sixty-eight people signed in for attendance.
- The goal is to provide information to tourists so they have a more enjoyable experience.
 - Planning for 2017 event – How to have more business owners and employees attend this informational seminar.

2016 MOVING FORWARD

- Adding Quick Response Codes/QR to in town kiosk signs for tourists to access the UDOT and Arches entrance cameras at the
- Setting up meetings with local business owners to discuss what is new, what may be changing in order to provide the information to Tour companies, as well as media outlets.
- Attending and being involved with organizations locally and around the state that can positively impact Grand County.
- Working side by side with City, and County leaders on critical issues that will move Moab/ Grand County forward for future generations.



THANK YOU FOR THIS OPPORTUNITY
ELAINE GIZLER

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING

APRIL 19, 2016

Agenda Item: D

TITLE:	“All Things Trashy” – Update on Solid Waste District activities
FISCAL IMPACT:	N/A
PRESENTER(S):	Deborah Barton, District Manager, Solid Waste Special Services District #1

Prepared By:

Deborah Barton
District Manager
gcswmss@gmail.com

FOR OFFICE USE ONLY:

Attorney Review:

N/A

BACKGROUND:

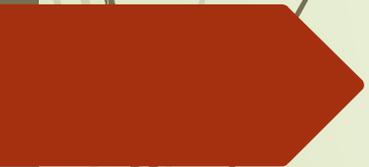
A brief overview of tonnages disposed of at the Klondike Landfill and Moab Landfill, tonnages processed and shipped for recycling, and an update on events sponsored by the district in the next few months.

ATTACHMENT(S):

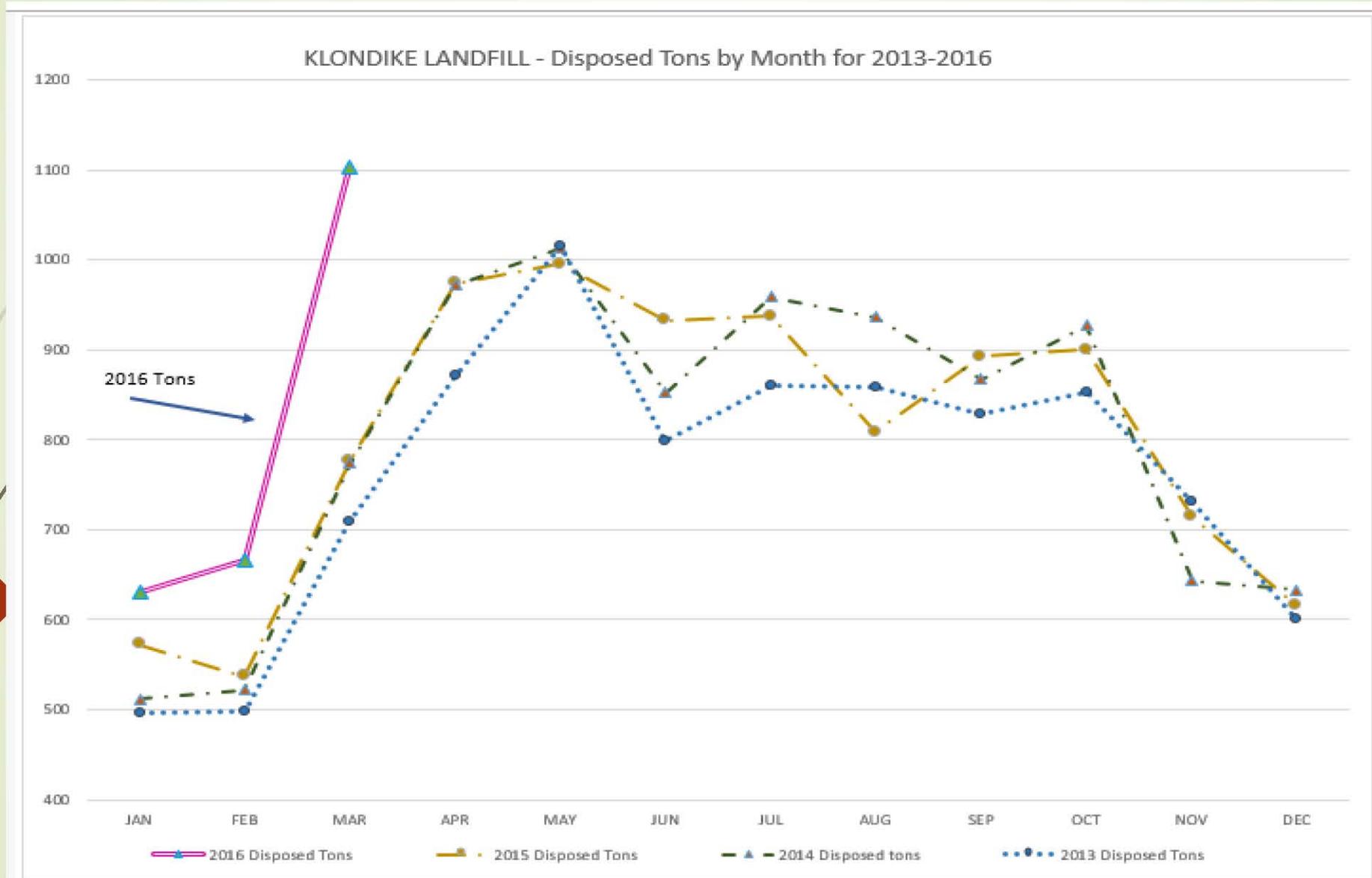
1. PowerPoint slide

SOLID WASTE SPECIAL SERVICE DISTRICT #1

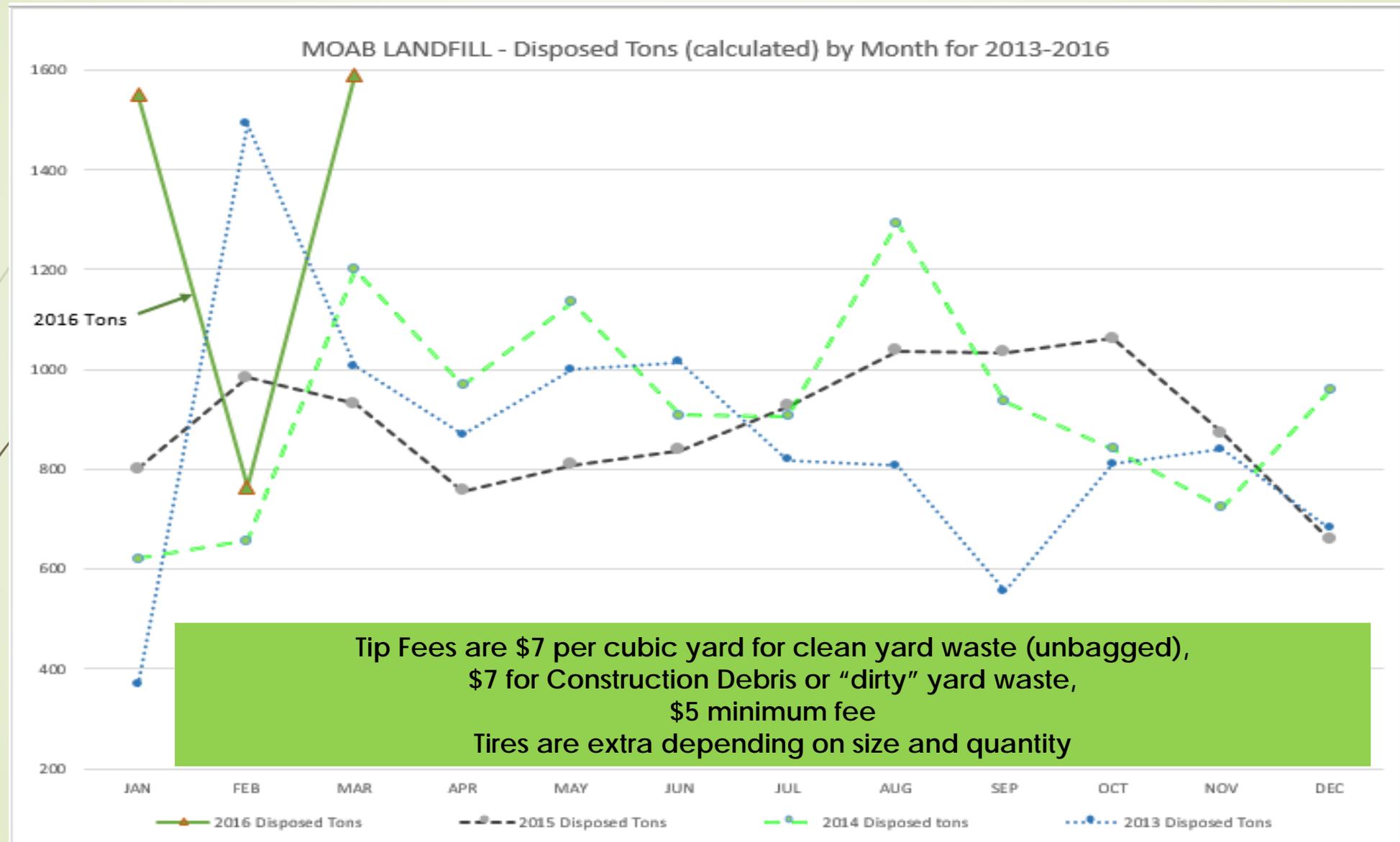
APRIL 2016 UPDATE



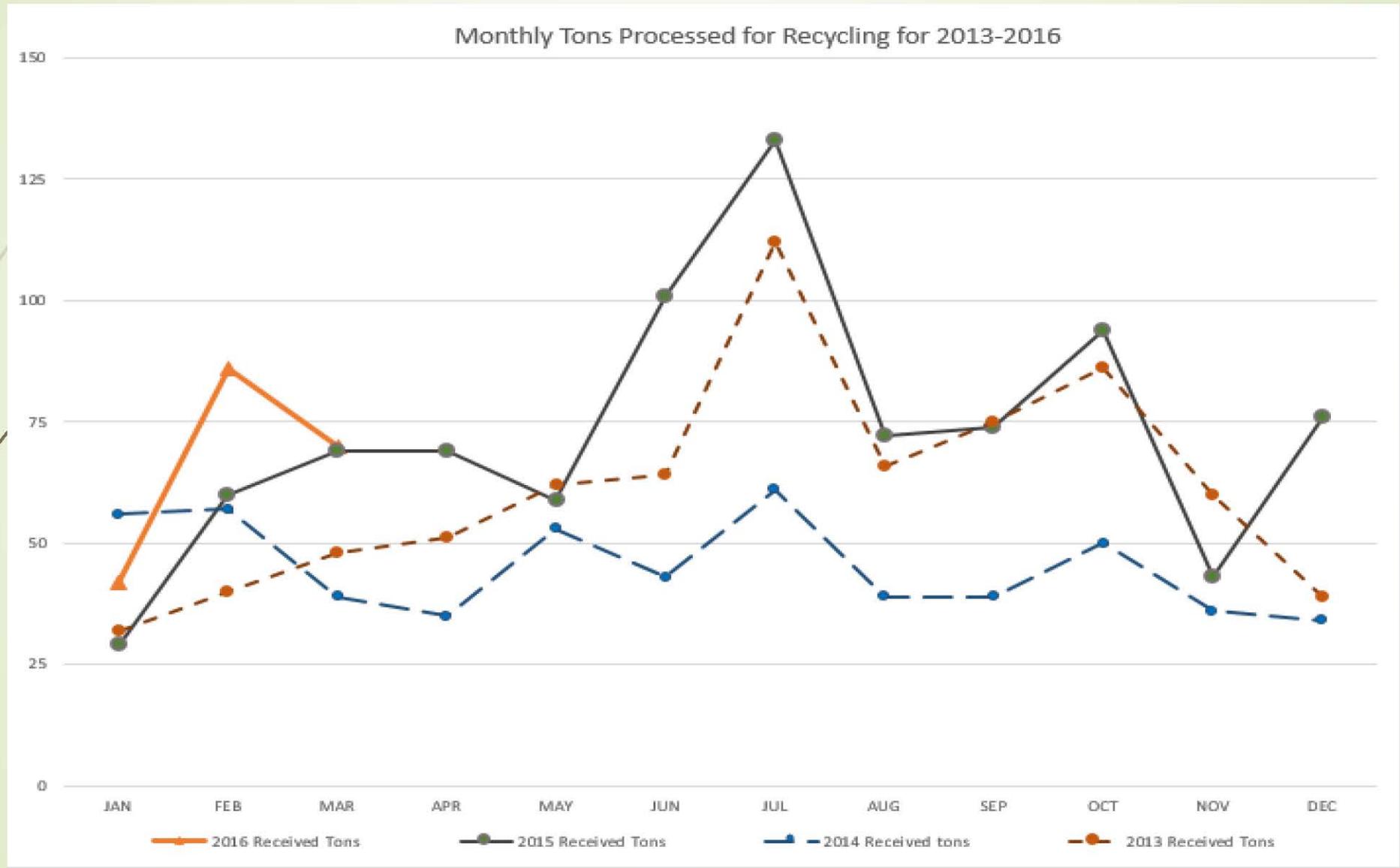
Klondike (MSW) Tonnages



MOAB (C&D/Yard Waste) Tonnages



Recycling Tonnage Shipped



Upcoming Events

- ▶ Cleanup Vouchers: April 18-30, 2016 OR October 17-29, 2016
- ▶ E-Waste Event for Computers, Televisions and related Accessories at the Recycling Center. Vendor MeTech
 - ▶ By appointment for CII, May 6, 2016, 1 – 4 pm Green Solutions offering pickup
 - ▶ Open first Come/Served, May 7, 2016, 9 am to 1 pm
- ▶ Household Hazardous Round Up with Monument Waste Transfer Station May 14, 2016 9 am – 1 pm Vendor: Veolia
- ▶ Composting Demonstration Project, the District will be submitting a Operating Plan to Utah DEQ requesting a 18 month composting demonstration project to determine sustainability for a larger, more permanent operation based on financial, environmental, operational and quantity considerations
 - ▶ Project will be located at the Moab Landfill next to entrance from Sand Flats Road.

Financial Assurance

- District has reserves equal to amount required by DEQ for closure/post closure
- Have requested DEQ review requirement for Moab and Grand County annual financial assurance letters in light of current reserve amounts
- Continue to work towards Best Management Practices for all operations



AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING

APRIL 19, 2016

Agenda Item: G

TITLE:	Discussion on recommended revisions to the Policies and Procedures of the Governing Body: Section D "Duties of the Chair" (postponed from April 5, 2016) and Section E "The Council Administrator" (allow 30 minutes)
FISCAL IMPACT:	N/A
PRESENTER(S):	Ruth Dillon, Council Administrator and Council Study Committee Members Tubbs, Hawks, and McGann

Prepared By:

Ruth Dillon
 Council Administrator
 (435) 259-1347
 rdillon@grandcountyutah.net

FOR OFFICE USE ONLY:

Attorney Review:

Complete for Section E7

BACKGROUND:

On April 5th, the Council completed discussions of Sections B and C of the Policies and Procedures of the Governing Body, and requested that the following be brought back for further discussion:

Section D, "Duties of the Chair":

D1. The Chair

- Should the **bold** portions of the following phrase be stricken?
 - The Chair is authorized, particularly when time is of the essence, prior to Council approval in a lawful meeting to sign documents **of a non-political nature** for potential ratification by the Council at the next regular meeting; examples include **non-political letters of support**, marketing agreements in budget, grant applications with grant match in budget, and the like.
- Should the entire phrase be stricken?
- Should the entire phrase be merged with Section D10?

D10. Sign Documents and Contracts and Agreements

- Should the phrase from Section D1 (above) be merged with a similar phrase in Section D10 (below)?
 - If, due to time constraints, a document must be signed prior to a Council meeting, the Chair may use discretion to sign the document for ratification by the Council at the next Council meeting; discretion must include consideration that political matters require Council vote prior to signature. For more details, see Section D.1.

The next topic for tonight's discussion, time permitting, is Section E, "The Council Administrator." The Study Committee's redlined suggestions are provided, along with legal review.

ATTACHMENT(S):

1. Council Study Committee redlined suggested changes
2. Legal review on Delegating Executive Authority (August 14, 2014) as it relates to Section E7, "The Council Administrator"

D. Duties of the Chair

1. The Chair: The Chair (and each of the Vice-Chair and Chair Pro-Tem acting as Chair) shall have no veto power and no other special substantive authority. The Chair is responsible for ~~developing~~ setting the Council Agenda, facilitating the Council Meetings, and signing ~~of~~ the Council-approved documents. The Chair does not represent the Council as a whole Governing bBody unless directed by the majority of the Council Members during a lawful meeting and is subject to all of the provisions of Section B of ~~this document~~ these bylaws. The Chair is authorized, particularly when time is of the essence, prior to Council approval in a lawful meeting to sign documents of a non-political nature for potential ratification by the Council at the next regular meeting; examples include non-political letters of support, marketing agreements in budget, grant applications with grant match in budget, and the like. Additionally, ~~the Chair provides guidance to the Council Administrator; while -the Council as a unit provides specific direction. See also Section E. "The Council Administrator."~~
2. Presides: The Chair shall be the Presiding Officer at all meetings and hearings of the Governing Body.
3. Vice-Chair: In the event of absence or disability of the Chair, the Vice-Chair shall preside. Upon the Chair's request, the Vice-Chair shall assist with the discharge of any of the Chair's duties.
4. Chair Pro-Tem: In the absence of the Chair and Vice-Chair, the ~~members~~ Members shall appoint a Chair Pro-Tem.
5. Study Committees: The Chair may, at his/her discretion, oversee the membership and proper functioning of the Council Study Committees, whether or not a designated committee member. See also Section E. "The Council Administrator."
6. Control of Chambers: The Chair shall have control of the Council Chambers.
7. Points of Order: The Chair shall preserve order, and decide all points of order and procedure, subject to appeal of membership. The Chair may vote on all matters but may not make motions according to Robert's Rules of Order.
8. Roll Call Vote: All matters involving expenditure of funds require a roll call vote.
9. Declare Votes: Motions may be determined by voice vote, or show of hands or at the request of any member by roll call. The Chair shall declare all votes. If any Member requests it, a roll call shall be ordered.
10. Sign Documents and Contracts and Agreements: The Chair shall sign resolutions, ordinances, and all other documents issued by the Governing Body. ~~The Chair~~

shall sign all contracts and agreements approved by the County Council on behalf of the Council, including "all associated documents" included in motions. The Chair may delegate such signatory authority to the Vice-Chair as per Section D.1.3. ~~(above)~~, or when appropriate, the Chair Pro-Tem. The Chair shall consult with the Council Administrator and the County Attorney for review of above said documents as deemed appropriate. If, due to time constraints, a document must be signed prior to a Council meeting, the Chair may use discretion to sign the document for ratification by the Council at the next Council meeting; discretion must include consideration that political matters require Council vote prior to signature. For more details, see Section D.1.

11. Training on Open and Public Meetings Act: The Chair shall ensure that all Members are provided with the opportunity for -annual trainings of the Open and Meetings Act. UCA §52-4-104

~~11. 12.~~ Voting Rights and Authority: The Chair, Vice-Chair and Chair Pro-Tem shall have the same rights to debate and vote in the Council as any other Council Member. The Chair shall not make or second motions, amend, or substitute motions according to Robert's Rules of Order.

→ **E. The Council Administrator**

1. Direction Received: In general, the Council Administrator acts under the direction of policies adopted by the Governing Body and in accordance with the provisions of the Council Administrator's current Job Description (Attachment IV). Specific direction ~~and guidance~~ is received from the Chair-Council as a unit. Day to day guidance, if needed, is received from the Chair with regard for the Council's wishes. :
2. Prepares Agenda: The Council Administrator shall develop and prepare copies of the Council Agenda as approved by the Chair, ~~and~~ The Council Office delivers same to the Members, County Attorney, County Clerk, and any person requesting to be on the agenda notice distribution list and ensures posting in the Courthouse or meeting location and on the County website and the State Public Meeting Notice website.
3. Council Meeting: The Council Administrator shall prepare for each Council Meeting or Workshop a packet, together with such other supporting ~~memoranda and communications materials~~ as the Chair or ~~membership-Membership~~ direct or require except that materials that (i) are copyrighted unless written permission by the copyright holder is provided; (ii) proprietary; (iii) confidential; (iv) related to a closed/~~executive~~ session; (v) intended as a legal communication shall not be included in the general packet unless allowed by ~~G.3. (below)~~ these bylaws. Such excluded materials shall be provided under separate cover, marked "confidential."

4. Attends Meetings: The Council Administrator shall attend all meetings of the Governing Body unless excused by the Council or Chair, and, in the absence of Department Heads who report to the Administrator, may speak on their behalf.
5. Study Committee: The Council Administrator shall attend and participate in Study Committee Meetings: unless excused by the Council.
6. Matters Continued: Matters-Action items on the agenda which are not acted upon shall be continued upon the agenda of subsequent meetings until disposed of by the Council.
7. Agreements, Permits, and Contracts Signing of Documents: The Council Administrator shall sign agreements, permits, and contracts on behalf of the County Council when so directed by the Council and approved by the majority of its Members. The Administrator will be responsible to provide the original signed documents to the County Clerk.

The Council Administrator and/or the non-elected Department Heads/Supervisors under the purview of the Council, including the IT Director as applicable, shall have authority to sign such administrative documents for their departments, in compliance with the Employee Handbook.- such as direct report timesheets, Individual Development Plans, Personnel Action Forms, disciplinary documents, annual evaluations, time off request forms, travel vouchers, Invitation to Bid and Requests for Bids/Proposals/Qualifications; Notice of Bid Award and the like upon Council approval of bid award whenever required by the Purchasing Policy; purchase orders and work orders within budget and in compliance of the Purchasing Policy; change orders in budget and aligned with the scope of work; routine service orders in compliance with the Purchasing Policy; routine marketing and advertising documents in budget and aligned with the Marketing Plan (marketing and advertising agreements and contracts, insertion orders, magazine and campaign agreements, radio and television contracts, media and broadcasting contracts, spotlight contracts, and the like); routine grant applications so long as any grant match is in budget and aligned with the County's objectives (does not including binding grant agreements); permits, letters and other correspondence in the routine course of business; and similar documents on behalf of the County Council for the specific purpose of forwarding the Council's business via the Administrator and non-elected departments. The Administrator or Department Heads/Supervisors shall not sign or authorize any document that is legislative in nature or falls within the scope of the Council's legislative authority, of a political nature, nor sign or authorize any action, whether or not in writing, or not, beyond the purview of their specific department or job description without specific approval of the County Council.

8. Furnish Rules: The Council Administrator shall furnish all Members with copies of Robert's Rules of Order, the link to County Land Use Code and General Plan, and the Policies and Procedures of the Governing Body. Bylaws of County

Boards, Commissions, and Committees and Policies and Procedures of County ~~Departments, shall~~ Departments shall be available upon request.

~~9. Minutes: Minutes shall be posted on the County website once approved.~~

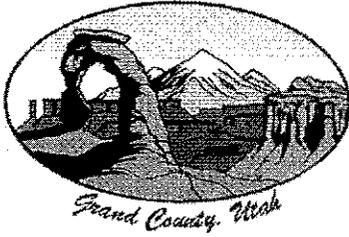
~~9~~10. Written Comments: Any written comments from the public regarding Council action or public hearings shall be compiled by the Council Administrator's Office and forwarded to the Clerk/Auditor's Office once the hearing ~~is~~ is being closed and action taken by the Council.

F. The County Clerk

1. Attends Meetings: The Clerk or deputy shall attend meetings of the Governing Body and shall attest ~~all~~ instruments signed by the Chair, particularly resolutions and ordinances.
2. Notices: In collaboration with the Council Administrator shall ensure that all required notices are ~~sent outposted and or~~ published required by the Open and Public Meetings Act and that all notices include the date, time and name or initials of the person posting the notice.
3. Minutes: The Clerk or deputy Sshall prepare and maintain minutes and recordings of the proceedings, including closed sessions, and such journals and records as required. Minutes shall be prepared consistent with UCA 52-4-203 and shall conform to all state requirements. Minutes shall be posted on the County website once approved.
4. Completeness of Documents Signed: The text of all ordinances, resolutions and other documents shall be complete and shall not lack any information before vote thereon.

G. The County Attorney

1. Meeting Attendance: When requested by the Council or Council Administrator the County Attorney or designated representative shall provide best efforts to attend regular, ~~or~~ special, emergency meetings of the Governing Body.
2. Legal Counsel: ~~Shall p~~Provides legal counsel as to all matters including lawful procedure to the County Council.
3. Grand County Attorney Records Classified as Protected, Privileged and Confidential: Generally, all documents and records created by the government are public documents, and subject to open disclosure to the public under the Government Records Access and Management Act ("GRAMA"), found in UCA 63G-1-101 et. seq. However, GRAMA allows an exception for records and/or communications between a governmental entity and an attorney. In adopting



K. Andrew Fitzgerald
Grand County Attorney

125 East Center Street

Moab, Utah 84532

(435) 259-1326

(435) 259-3926 FAX

August 14, 2014

Review MEMO regarding: *Delegating Executive Authority*

Via: Email

To: Grand County Council Administrator

Please be advised, that our office has reviewed Section E.7 of the Policies and Procedures of the Governing Body, and find the following.

First, the general rule relative to delegation is that the governing body cannot delegate to anyone the responsibility of legislating for the local government. In other words, legislative or governmental powers cannot be delegated, while ministerial, proprietary, and administrative matters usually can be delegated so long as sufficient standards are given to deter arbitrary conduct. Ministerial duties are absolute, fixed and certain acts of which the officer generally does not exercise much discretion. The appointment of agents to carry out the authority of the council is proper and does not violate the rule against delegation of authority. Here, the items for with the Council Administrator/Department Heads are given authority appear to be ministerial in nature as they are items for which the Administrator is carrying out the authority of the council and do not have much discretion. For example, the granting of permits--presumably the applicant for a permit must meet certain criteria in order to be given the permit and the Administrator gives the permit if the criteria are met. Likewise, routine Invitation to Bid, RFP and Notice of Bid Awards are ministerial functions wherein the Administrator is carrying out the Council's authority.

Second, this office advises a revision of the last sentence of Paragraph 7 ("The Administrator or Department Head/Supervisors shall not sign or authorize any document of a political nature...without specific approval of the County Council." I think the intent of this sentence is that the Administrator/Department Head/Supervisor not overstep into the legislative function. While this intent is proper, the sentence could be misinterpreted to infringe on an employee's first amendment rights (administrator shall not sign any document of a political nature). Public employees do not surrender all their first amendment rights by reason of their employment; rather, the first amendment protects a public employee's right in certain circumstances to speak as a citizen addressing matters of public concern. The goal is to balance the interest of the citizen employee in commenting on matters of public concern and the interests of the state employer in promoting efficiency of the public services it performs. The gov't has broader discretion to restrict speech when it acts as employer, but the restrictions it imposes must be directed at speech that has some potential to impact the entity's operations. So long as employees are speaking as

Review Memorandum
Delegation Executive Authority
August 14, 2014
Page 2

citizens about matters of public concern, they must face only those speech restrictions that are necessary for their employers to operate efficiently and effectively.

The sentence ought to be revised to read something similar to the following: *"The Administrator or Department Heads/Supervisors shall not sign or authorize any document that is legislative in nature or falls within the scope of the Council's legislative authority, nor sign or authorize any action, whether or not in writing, beyond the purview of their specific department or job description without specific approval of the County Council."*

To summarize: (1) it is the opinion of this office that the delegations made would likely be considered administrative/ministerial in nature and would not be improper delegation of legislative function; (2) the last sentence should be revised so as to avoid any misinterpretation that may infringe on first amendment rights.

Thank you,

K. Andrew Fitzgerald
Grand County Attorney

KAF:dg

April 2016

March 2016							May 2016						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
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20	21	22	23	24	25	26	22	23	24	25	26	27	28
27	28	29	30	31			29	30	31				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
27	28	<ul style="list-style-type: none"> 2:00PM Farewell Party for Orinda (Chambers) 	30	31	1	2	
3	<ul style="list-style-type: none"> 4:00PM Noxious Weed Control Board (Grand Center) 5:00PM Airport Board (Chambers) 	<ul style="list-style-type: none"> 8:30AM Safety & Accident Review Committee (Chambers) 2:00PM Housing Workshop (Chambers) 4:00PM County Council Meeting (Chambers) 	<ul style="list-style-type: none"> 8:00AM Work Hard, Play Hard: Running an Outdoor Service Business (SLC) 1:00PM Stakeholder Outreach Meeting RE: Gold King Mine Spill (Monticello Commission Chambers) 	<ul style="list-style-type: none"> 5:30PM Mosquito Abatement District (District Office) 7:00PM Grand Water & Sewer Service Agency (District Office) 	8	9	
10	<ul style="list-style-type: none"> 12:30PM Council on Aging (Grand Center) 7:00PM Conservation District (Youth Garden Project) 	<ul style="list-style-type: none"> 12:00PM Trail Mix Committee (Grand Center) 2:00PM USU Advisory Board (USU Moab) 3:00PM Travel Council Advisory Board (Chambers) 5:30PM OSTA Advisory Committee (OSTA) 6:00PM Cemetery Maintenance District (Sunset Memorial) 6:00PM Transportation SSD (Road Shed) 	UAC Management Conference ♦ Davis Conference Center		2016 Governor's Economic Su... ♦ SLC		16
17	18	<ul style="list-style-type: none"> 12:00PM Chamber of Commerce (Zions Bank) 2:00PM Housing Workshop - (Chambers) 4:00PM County Council Meeting (Chambers) 	<ul style="list-style-type: none"> 6:00PM Recreation SSD (City Chambers) 	<ul style="list-style-type: none"> 12:00PM Housing Authority Board (City Chambers) 1:30PM Performance Review Committee (Chambers) 4:00PM Arches SSD (Fairfield Inn & Suites) 5:30PM Canyonlands Healthcare SSD (Moab Regional Hospital) 7:00PM Grand Water & Sewer Service Agency (District Office) 	22	23	
24	25	<ul style="list-style-type: none"> 1:00PM UDOT Annual Visit (117 South Main, County Courthouse, Monticello) 3:00PM Moab Tailings Project Steering Committee (TBD) 	<ul style="list-style-type: none"> 1:00PM Homeless Coordinating Committee (Zions Bank) 5:00PM Agenda Summaries due 6:00PM Planning Commission (Chambers) 	<ul style="list-style-type: none"> 9:00AM Canyon Country Partnership (Museum of the San Rafael, Castle Dale, UT) 1:00PM Association of Local Government (ALG) (Price) 	<ul style="list-style-type: none"> 11:30AM Joint City/County Council Meeting (TBD) 	30	

May 2016

April 2016							June 2016						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
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17	18	19	20	21	22	23	19	20	21	22	23	24	25
24	25	26	27	28	29	30	26	27	28	29	30		

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	<ul style="list-style-type: none"> 1:00PM - 1:00PM Affordable Housing Task Force (Chambers) 5:00PM - 5:00PM Airport Board (Chambers) 	<ul style="list-style-type: none"> 8:30AM - 8:30AM Safety & Accident Review Committee (Chambers) 2:00PM - 3:45PM Housing Workshop (Chambers) 4:00PM - 4:00PM County Council Meeting (Chambers) 	4	<ul style="list-style-type: none"> 12:00AM - 12:30AM CIB Review Meeting with Transportation District for La Sal Loop Road application (Chambers - Time TBD) 5:30PM - 5:30PM Mosquito Abatement District (District Office) 7:00PM - 7:00PM Grand Water & Sewer Service Agency (District Office) 	6	7
8	<ul style="list-style-type: none"> 12:30PM - 12:30PM Council on Aging (Grand Center) 7:00PM - 7:00PM Conservation District (Youth Garden Project) 	<ul style="list-style-type: none"> 12:00PM - 12:00PM Trail Mix Committee (Grand Center) 3:00PM - 3:00PM Travel Council Advisory Board (Chambers) 5:30PM - 5:30PM OSTA Advisory Committee (OSTA) 6:00PM - 6:00PM Cemetery Maintenance District (Sunset Memorial) 6:00PM - 6:00PM Transportation SSD (Road Shed) 	<ul style="list-style-type: none"> 12:00PM - 12:00PM Area Sector Analysis Process (ASAP) Steering Committee Meeting (USU Moab-Room R) 5:00PM - 5:00PM Agenda Summaries Due 6:00PM - 6:00PM Planning Commission (Chambers) 	<ul style="list-style-type: none"> 5:00PM - 5:00PM Solid Waste Management SSD (District Office) 5:30PM - 5:30PM Library Board (Library) 6:00PM - 6:00PM Thompson Springs Fire District (Thompson) 7:00PM - 7:00PM Thompson Springs Water SSD (Thompson) 	13	14
15	16	<ul style="list-style-type: none"> 12:00PM - 12:00PM Chamber of Commerce (Zions Bank) 2:00PM - 3:45PM Housing Workshop (Chambers) 4:00PM - 4:00PM County Council Meeting (Chambers) 	Biz Summit ♦ Price <ul style="list-style-type: none"> 1:00PM - 1:00PM Moab Area Watershed Partnership (Water District Office) 6:00PM - 6:00PM Recreation SSD (City Chambers) 	<ul style="list-style-type: none"> 12:00PM - 12:00PM Housing Authority Board (City Chambers) 4:00PM - 4:00PM Arches SSD (Fairfield Inn & Suites) 5:30PM - 5:30PM Canyonlands Healthcare SSD (Moab Regional Hospital) 7:00PM - 7:00PM Grand Water & Sewer Service Agency (District Office) 	20	21
22	23	<ul style="list-style-type: none"> 2:45PM - 2:45PM Mental Health Board (Green River) 5:00PM - 5:00PM Public Health Board (Green River) 	Western Interstate Region Conference ♦ Jackson, WY <ul style="list-style-type: none"> 8:00AM - 8:30AM Agenda Summaries due 6:00PM - 6:00PM Planning Commission (Chambers) 	<ul style="list-style-type: none"> 1:00PM - 1:00PM Association of Local Government (ALG) (Price) 	<ul style="list-style-type: none"> 10:00AM - 12:00PM BLM Coordination Meeting (Chambers) 	28
29	Memorial Day <ul style="list-style-type: none"> 8:00AM - 5:00PM County Offices Closed 	31	1	<ul style="list-style-type: none"> 5:30PM - 5:30PM Mosquito Abatement District (District Office) 7:00PM - 7:00PM Grand Water & Sewer Service Agency (District Office) 	3	4



Employment Opportunities

Emergency Medical Technician - Basic

Posted March 15, 2016 8:00 AM | Closes September 30, 2016 3:00 PM

Job Summary Under the supervision of the Director of Emergency Medical services , this position requires current Utah
Emergency Medical ... [Full Description](#)

[Apply Online](#)

GCSO - Assistant Food Service Manager in Jail

Posted February 19, 2016 | Closes June 30, 2016 3:00 PM

Apply Online Job Summary Under the supervision of the Food Service Manager, assists in planning menus, ordering
supplies, and preparing meals for persons... [Full Description](#)

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
APRIL 19, 2016

Agenda Item: I

TITLE:	Approving proposed application for the Recreation Trails Program Grant from the Utah Division of Parks and Recreation on behalf of Grand County Trail Mix Committee for trails and trail head maintenance and restoration
FISCAL IMPACT:	None: RTP Grant of \$17,000 plus Trail Mix match of \$17,000
PRESENTER(S):	Sandy Freethey – Trail Mix Committee Chair

Prepared By:

Sandy Freethey
 Trail Mix Committee -
 Chair
 1090 N. Kayenta Dr.
 435-260-2586
 sngmoab@preciscom.net

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the proposed Trail Mix Committee application for a \$34,000 Recreational Trails Program Grant from the Utah Division of Parks/Recreation for non-motorized trail maintenance and additional trail head infrastructure, and authorize the Chair to sign all associated documents.

BACKGROUND:

Trail Mix develops and maintains non-motorized trails in Grand County. This application is intended for maintenance of approximately 100 miles of trails in various locations including; Klondike, Magnificent 7/Getaway, Amasa Back and Horsethief Trail Systems. Two “access trails” are included for trail re-routing and rehabilitation; the Maverick Buttress area for climbers, and the Granary route for canyoneers. Trail head infrastructure projects will include new or rehabilitated kiosks, and additional signage.

ATTACHMENT(S):

RTP Application Signature Page.
 Overview map of maintenance locations.
 Price cost estimate sheet.



UTAH DIVISION OF PARKSRECREATION
FEDERAL HIGHWAY ADMINISTRATION



RECREATIONAL TRAILS PROGRAM
GRANT APPLICATION

- 1. Project Title: Non-Motorized Trails & Trail Head Maintenance and Restoration
- 2. Project Sponsor: Non-Motorized Trails & Trail Head Maintenance and Restoration
- 3. Location (nearest town): Moab
- 4. County: Grand
- 5. Congressional District (check one): 1 2 3
- 6. Project Manager: Sandy Freethey Trail Mix Chair, Paul Spencer VC, Scott Escott Trail Coordinator
- 7. Address: 125 East Center Street Moab, Utah 84532
- 8. Telephone: 435-259-0253/260-2586 E-mail: sngmoab@preciscom.net
- 10. Amount of fiscal assistance requested \$ 17,000 (round up to nearest dollar)
(Up to 50% of total project cost)
- 11. Total estimated project costs \$ 34,000 (round up to nearest dollar)
(If awarded funds, the project sponsor is responsible for 100% of project costs until final reimbursement. Federal project sponsors must supply 5% of the total project cost from non-federal sources.)
- 12. Please check only one box. If applying for both, a separate application is required.
 - NON MOTORIZED RTP funds
 - MOTORIZED RTP funds

CERTIFICATION:

I certify that I am authorized to sign this application and that the information herein provided is, to the best of my knowledge, true and accurate. I further certify that the applicant has the necessary financial resources to fulfill all obligations relative to this project including the cost of operation and maintenance. I further certify that this application is submitted by an official action of the governing board of the applicant agency.

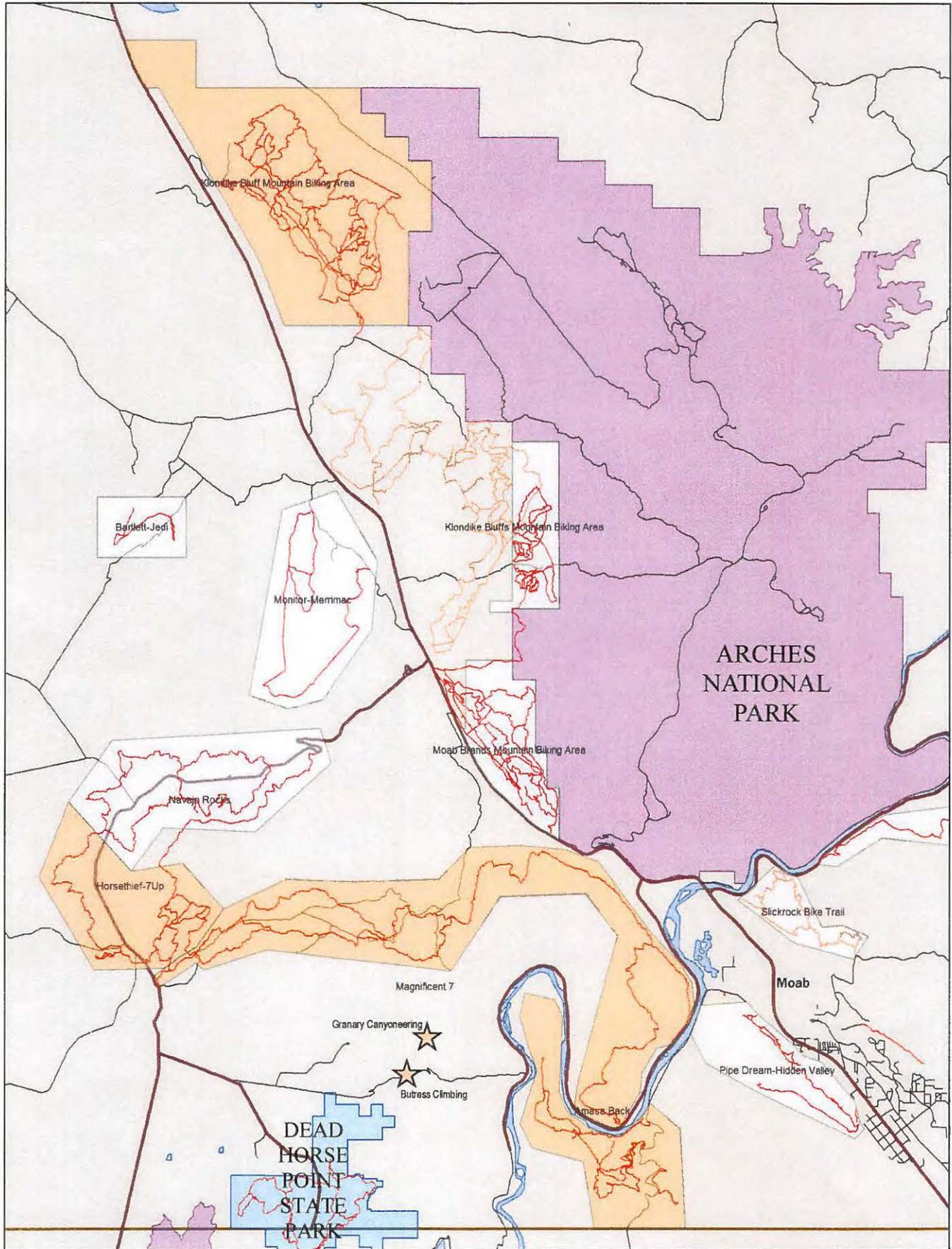
Signature of Authorized Agent

Title

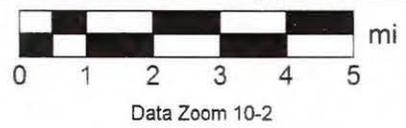
Date

Mountain Biking Areas near Moab, Utah

Areas on Grant



MN (10.3° E)



Project Cost Estimate

Project Name: Moab Non-Motorized Trails & Trail Head Maintenance and Restoration

Project Sponsor: Grand County (Trail Mix)

Source of Funds:

RTP Grant	\$17,000
Trail Mix	\$17,000

Basic Cost Estimate: \$34,000

The cost estimate is based on Trail Mix's calculations and experience in building and maintaining trails and trail head infrastructure in the proposed areas.

The Cost estimate includes approximately 100 miles of trails.

Detailed Cost Estimate:

Labor (including volunteers): \$20,000

Painting

Erosion control

Trail rehabilitation

Build and install kiosks

Create and install signs

Materials: \$12,000

Paint, rollers, buckets, etc

Kiosks – wood and metal

Signs- Wood, dibond and metal

Posts

Travel Mileage: \$2,000

60 Travel days to various trail locations in Grand County

Items Covered by RTP Match:

Volunteer Labor: Trail Mix proposes to involve approximately 500 hours of volunteer labor to assist with maintenance projects.

Items Covered by Trail Mix Match:

Paid labor

Signs and materials

Travel Mileage

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
APRIL 19, 2016

Agenda Item: J

TITLE:	Approving funding request for additional staff positions consisting of one full-time and one part-time employee at Canyonlands Field Airport
FISCAL IMPACT:	\$54,440.40 for remaining 2016 (unbudgeted)
PRESENTER(S):	Judd Hill, Airport Manager and Graig Thomas, Human Resources Director

Prepared By:

Judd Hill
 Canyonlands Field
 Airport Manager
 435-259-4849
 jhill@grandcountyutah.
 net

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve funding of two additional staff positions for Canyonlands Field, one full-time (Grade 13) and one part-time (Grade 12), and authorize the Chair to sign all associated documents.

BACKGROUND:

Canyonlands Field Airport currently serves both the commercial and general aviation needs of Grand County. Of the ~19,000 airports in the U.S., approximately 4,000 are part of the National Plan of Integrated Airport Systems (NPIAS) which makes them eligible for Federal funding, such as our new taxiway lights, and the EA and construction of a new runway. Of those airports, 533 are certified airports for commercial aviation under Title 14 CFR 139. In order to comply with the requirements needed to maintain our Part 139 certification, we must provide Aircraft Rescue Firefighting (ARFF) support before and after every scheduled commercial flight.

With the initiation of commercial flights by Boutique Air, the airport is in immediate need of additional staff. As seen in the spreadsheet showing estimated required coverage, we need to staff the airport from approximately 4:45 AM to 10:15 PM (or 18hrs) seven days a week. In order to accomplish this, we are requesting 1 full-time person to cover during the week, and 1 part-time person to cover weekends and holidays.

The full-time position would be a 2nd Airport Operations Specialist (Grade 13) and the part-time position would be 5th ARFF/Operations Tech (Grade 12).

We understand that this is a large, unbudgeted request, however it is necessary. It was not included during budget discussions for the 2016 budget because at that time, the Department of Transportation had not yet awarded any carrier a contract for service, thus we did not have a schedule that we could plan around. At that time, we budgeted based on the schedule of the previous carriers, SkyWest and Great Lakes Airlines.

ATTACHMENT(S):

1. Spreadsheet of hours of coverage needed on a daily basis
2. Spreadsheet of cost analysis for request
3. 2016 Grade and Step Chart

Hours of Coverage Required at CNY

	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	
SkyWest Coverage																									
April Weekday																									
April Weekend																									
Daily Required Coverage																									
3 Full time staff																									
CNY Staff A																									
CNY Staff B																									
CNY Staff C																									

Estimated Boutique Schedule
(estimated are highlighted)

Flight	Dep.	Arive.
CNY --> SLC	5:00	6:05
SLC --> CNY	6:35	7:30
CNY --> DEN	8:00	9:15
DEN --> CNY	10:00	11:35
CNY --> SLC	12:05	13:15
SLC --> CNY	13:45	14:40
CNY --> SLC	15:10	16:20
SLC --> CNY	16:50	17:45
CNY --> DEN	18:15	19:30
DEN --> CNY	20:15	21:50

Required ARFF Coverage

Start	End
4:45	5:15
7:15	
	8:15
11:20	
	12:20
14:25	
	15:25
17:30	
	18:30
21:35	22:05

Item	Salary	Benefits	Training	ARFF Gear	
2016 Budgeted	\$ 123,948.00	\$ 48,211.00			
Through 4/9/16	\$ 31,320.00	\$ 14,160.00			
Remaining	\$ 92,628.00	\$ 34,051.00			
Estimated Need	\$ 124,342.00	\$ 44,665.00	\$ 6,000.00	\$ 4,000.00	
Shortfall	\$ (31,714.00)	\$ (10,614.00)	\$ (6,000.00)	\$ (4,000.00)	
5% Safety	\$ (1,585.70)	\$ (530.70)	\$ (6,000.00)	\$ (4,000.00)	
Needed	\$ 33,299.70	\$ 11,144.70	\$ 6,000.00	\$ 4,000.00	Total Need
					\$ 54,444.40

2016 Grand County Hourly Step and Grade Chart

STEP	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
GRADE															
1	10.2602	10.5762	10.8923	11.2192	11.5571	11.8949	12.2544	12.6251	13.0065	13.3880	13.7912	14.2054	14.6303	15.0771	15.5239
2	10.7724	11.0994	11.4371	11.7750	12.1347	12.4942	12.8648	13.2570	13.6494	14.0637	14.4779	14.9135	15.3605	15.8291	16.3086
3	11.3174	11.6551	12.0039	12.3635	12.7342	13.1154	13.5078	13.9219	14.3361	14.7610	15.2078	15.6656	16.1342	16.6137	17.1041
4	11.8949	12.2437	12.6251	13.0065	13.3988	13.7912	14.2054	14.6303	15.0664	15.5132	15.9817	16.4612	16.9515	17.4638	17.9869
5	12.4834	12.8539	13.2463	13.6494	14.0527	14.4779	14.9135	15.3605	15.8182	16.2867	16.7771	17.2786	17.8017	18.3358	18.8916
6	13.1046	13.4970	13.9002	14.3034	14.7283	15.1751	15.6329	16.1235	16.6029	17.1041	17.6163	18.1395	18.6844	19.2510	19.8288
7	13.7584	14.1725	14.5976	15.0335	15.4803	15.9491	16.4284	16.9187	17.4203	17.9433	18.4882	19.0332	19.6107	20.1993	20.8097
8	14.4449	14.8701	15.3169	15.7855	16.2542	16.7446	17.2457	17.7580	18.2920	18.8370	19.3928	20.0030	20.6024	21.1909	21.8012
9	15.1751	15.6221	16.0906	16.5702	17.0715	17.5838	18.1067	18.6517	19.2075	19.7851	20.3845	20.9949	21.6159	22.2699	22.9456
10	15.9272	16.4067	16.8970	17.3984	17.9214	18.4555	19.0114	19.5779	20.1664	20.7767	21.3981	22.0410	22.7059	23.3813	24.0789
11	16.7228	17.2349	17.7473	18.2812	18.8260	19.3928	19.9813	20.5806	21.1909	21.8229	22.4879	23.1527	23.8501	24.5693	25.3104
12	17.5401	18.0850	18.6408	19.1967	19.7742	20.3328	20.9730	21.6050	22.2480	22.9127	23.6103	24.3187	25.0378	25.7900	26.5638
13	18.4446	18.9894	19.5672	20.1448	20.7550	21.3761	22.0193	22.6732	23.3489	24.0463	24.7765	25.5175	26.2804	27.0650	27.8715
14	19.3602	19.9485	20.5371	21.1690	21.8012	22.4551	23.1307	23.8175	24.5257	25.2450	26.0080	26.7925	27.5990	28.4273	29.2881
15	20.3192	20.9403	21.5725	22.2154	22.8802	23.5558	24.2641	25.0054	25.7353	26.5092	27.2940	28.1222	28.9723	29.8332	30.7159
16	21.3326	21.9865	22.6403	23.3270	24.0246	24.7438	25.4848	26.2477	27.0214	27.8387	28.6672	29.5281	30.4108	31.3262	32.2635
17	22.4116	23.0872	23.7847	24.4932	25.2232	25.9970	26.7707	27.5771	28.4055	29.2556	30.1384	31.0430	31.9693	32.9281	33.9090
18	23.5342	24.2206	24.9617	25.7136	26.4874	27.2830	28.1004	28.9396	29.8115	30.7050	31.6313	32.5796	33.5495	34.5629	35.5982
19	24.7001	25.4412	26.2040	26.9889	27.7952	28.6454	29.5063	30.3891	31.3043	32.2416	33.2007	34.2034	35.2277	36.2848	37.3638
20	25.9316	26.7162	27.5119	28.3401	29.1902	30.0622	30.9665	31.8929	32.8519	33.8327	34.8572	35.9035	36.9714	38.0830	39.2166
21	27.2312	28.0520	28.8875	29.7573	30.6497	31.5653	32.5147	33.4876	34.4944	35.5243	36.6002	37.6986	38.8199	39.9861	41.1773
22	28.5928	29.4547	30.3319	31.2493	32.1822	33.1435	34.1405	35.1619	36.2191	37.3005	38.4301	39.5836	40.7610	41.9855	43.2363
23	30.0224	30.9274	31.8485	32.8073	33.7913	34.8006	35.8476	36.9201	38.0301	39.1655	40.3517	41.5626	42.7991	44.0847	45.3980
24	31.5236	32.4738	33.4409	34.4477	35.4808	36.5407	37.6400	38.7660	39.9316	41.1239	42.3693	43.6408	44.9389	46.2890	47.6679
25	33.0997	34.0976	35.1129	36.1700	37.2549	38.3677	39.5220	40.7043	41.9282	43.1800	44.4878	45.8229	47.1859	48.6034	50.0513
26	34.7546	35.8024	36.8686	37.9786	39.1175	40.2863	41.4981	42.7395	44.0246	45.3390	46.7122	48.1139	49.5453	51.0335	52.5539
27	36.4923	37.5925	38.7120	39.8775	41.0734	42.3005	43.5729	44.8765	46.2258	47.6060	49.0477	50.5197	52.0224	53.5853	55.1815
28	38.3171	39.4721	40.6476	41.8713	43.1270	44.4155	45.7516	47.1204	48.5372	49.9864	51.5002	53.0456	54.6235	56.2646	57.9407

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING

APRIL 19, 2016

Agenda Item: K

TITLE:	Approving proposed year-to-year ground lease agreement with Pinnacle Helicopters, LLC
FISCAL IMPACT:	\$46 /year revenue
PRESENTER(S):	Judd Hill, Airport Manager

Prepared By:

Judd Hill
Canyonlands Field
Airport Manager
435-259-4849
jhill@grandcountyutah.
net

FOR OFFICE USE ONLY:

Attorney Review:

Boilerplate approved

RECOMMENDATION:

I move to approve a year-to-year ground lease agreement with Pinnacle Helicopters, LLC, and authorize the Chair to sign associated documents.

BACKGROUND:

Pinnacle Helicopters, LLC has proposed to park a mobile fueling truck at Canyonlands Field, parked away from all aircraft movement and parking areas. The company currently operates a helicopter air tour business based out of Canyonlands Field. The ground lease is for 200 sq./ft. of unimproved land identified in exhibit "A". The lease would be beneficial to the county by generating income, and enable all aircraft to more efficiently utilize the limited fueling facilities at Canyonlands Field.

This same lease was entered in 2015, but the renewal request was not filed by the required date, thus a new contract needed to be established.

This ground lease was reviewed and recommended for approval by the Airport Board during their April 4th meeting.

ATTACHMENT(S):

1. Lease agreement for fuel truck parking

Ground Lease Agreement at Canyonlands Field between Ben Black d.b.a. Pinnacle Helicopter.

This Agreement, made and entered into as of April 1st, 2016, by and between **Grand County**, herein after referred to as "**County**" and **Pinnacle Helicopters, Ben Black owner**, herein after referred to as "**Tenant**."

WITNESSETH. County hereby leases and lets to Tenant and Tenant hereby rents from County the premises (hereinafter referred to as "Premises") located on Canyonlands Field (hereinafter referred to as "Airport" consisting of 200 square feet, more or less as described in Exhibit "A" attached hereto.

1. TERM.

The term of this lease shall be for a period of one (1) year commencing on April 1st, 2016 and shall expire at midnight on the last day of April, 2017; a one year extension may be applied for as per Article 30 of this Lease.

2. RENT.

(A) Tenant agrees to pay County during the term of this lease an annual rent of **\$46**, Payable in advance. Rent is based upon the rate of **\$0.23** per square foot per year. The rental installment for any fractional year shall be prorated. Tenant shall have exclusive use of the parcel particularly described on Exhibit "A" to engage in storage of a private mobile fueling vehicle. Rent to be remitted to: **County Clerk, 125 East Center, Moab, Utah 84532**.

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

(C) Tenant agrees that the annual rent, and corresponding square footage cost, is to be adjusted every three (**3**) years from the date of this Lease by the County. Such adjustments will to be based upon the rates published by the US Federal Reserve Bank, consumer price index. However, in no case shall square footage cost be less than **\$0.23** per square foot per year.

3. USES AND PRIVILEGES OF TENANT

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

(A) Tenant agrees that this Lease is granted and limited to the Tenant for the purpose of storing a mobile fueling truck.

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

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

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

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

4. SIGNS

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

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

5. IMPROVEMENTS

All construction plans and specifications for any future remodeling, 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 of Tenants operations thereon. Prior to any construction, Tenant shall have a geotechnical prepare a soil report. Tenant shall submit the soil report to County plans, drawings, sketches designs and specifications for any construction including landscaping for approval. The Tenant shall ensure that all improvements constructed shall be in accordance with the recommendations contained in the soil report and plans approved by the County. The approval given by County shall not constitute a representation or warranty as to such conformity with zoning law, regulations or building codes; responsibility therefore shall at all times remain in Tenant. 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.

6. TITLE TO PREMISES

Tenant, having paid for the facility on the premises shall be vested with title to and all incidents to ownership in the facility. Upon termination of this lease for any reason, including expiration of the full term of said lease and any extensions or renewal, any and all improvements, facilities, structures and/or buildings constructed by Tenant (hereinafter defined as "Tenant Facility") on said Premises shall remain vested solely in Tenant. At the expiration and/or termination of said Lease, Tenant shall remove Tenant Facility or relinquish title to Tenant Facility to County in accordance with the terms set forth in paragraph twenty-one (21) herein.

7. TAXES AND LICENSES

Tenant shall pay on or before the last date on which payment therefore may be made without penalty or interest and regardless of whether Grand County is a part thereto, all taxes, assessments, licenses and charges levied against Tenant's personal property, and all licenses

and permits necessary for Tenant's operations under Federal or State statutes or local ordinances, insofar as they are applicable to operations at Canyonlands Field (hereinafter called "impositions"). Tenant may protest by appropriate proceedings in good faith and at its expense, the existence, amount, or validity thereof or the extent of Tenant's liability therefore. County shall not have the right to pay any such imposition thereby contested. Tenant agrees to indemnify County and hold County harmless from any and all losses, judgments, decrees, costs, (including reasonable attorney's fees), claims or demands for payment of such impositions or arising from Tenant's contest thereof.

8. NET LEASE

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

9. REPAIR AND MAINTENANCE

Tenant shall not permit rubbish, debris waste material or anything unsightly or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the Premises or to be disposed of improperly. Tenant agrees to maintain the landscape adjacent to the hangar in a way that will reflect positively on the overall appearance of the Airport. County shall not be required to repair or maintain the Premises in any way. Tenant expressly waives the right to make repairs at the expense of County provided for in any statute or law now in effect or hereafter enacted.

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

10. ALTERATIONS AND ADDITIONS

Tenant may install, place and erect upon the Premises any equipment, fixtures or other personal property related to use of the Premises to the area described in Exhibit "A". Tenant may at any time and 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 which exceed \$10,000.00 in cost shall be made without written approval of the County. All such alterations, additions, installations, placement, erections or changes shall be subject to Article 5 herein. 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 Premises at any time during the term of this Lease. Tenant shall, at its own expense, repair any and all damage done to the structure by such removal. Tenant shall be responsible for, at its own expense repair and upkeep of such equipment, fixtures and other personal property.

11. UTILITIES

No utilities are associated with this lease agreement.

12. FIRE EXTINGUISHERS

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

13. INDEMNIFICATION

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

14. LIABILITY INSURANCE

Tenant agrees to maintain insurance covering its Facility on the Airport against claims of bodily injury liability and property damage liability. Said insurance shall have limits of no less than \$100,000.00 per person, \$1,000,000.00 per occurrence and \$100,000.00 property damage. County shall be named as additional insured. Such insurance shall contain a provision that it may not be cancelled or materially changed or altered (except to increase the limits or broaden the coverage) without approval of the County.

15. OBLIGATIONS OF COUNTY

(A) Clear Title.

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

(B) Operation as Public Airport.

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

(C) Approval of Plans.

In the review and approval of Tenant's plans for construction, installation or modification of improvements or of subsequent alterations, as hereinafter set out, County agrees to act promptly and reasonably upon requests of approval for any plans, changes or alterations thereto.

(D) Maintenance of Airport.

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

16. COUNTY'S RESPONSIBILITY TO TENANT'S PROPERTY

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

17. DAMAGE OR DESTRUCTION

If any portion of the vehicle on the Premises or the appurtenances thereto shall be damaged or destroyed by a fire or any other cause, and this Lease is not terminated as hereinafter provided, 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. 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. 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 in conformance with Article 5. 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 Premises within thirty (30) days of request. If this Lease is not so terminated, it shall continue and Tenant shall not be entitled to any reduction of abatement of rent.

18. RELOCATION OF PREMISES

County may, to conform to the Master Plan for Canyonlands Field, at its option, relocate the Premises covered by this Lease to another part of the Airport upon sixty (60) days written notice to Tenant, at any time during the term of this Agreement; provided that such right to relocate shall not treat Tenant less favorably than other tenants of County similarly situated. At the time of such relocation, County shall purchase from Tenant at fair market value as determined by appraisal performed by a local appraiser acceptable to both Tenant and County, all fixed improvements on the Lease area. In the event that the Premises is relocated, County shall provide Tenant with a similarly sized leased space, in a location generally comparable with adequate access to airplanes, motor vehicles and pedestrians to and from the new structures, runways, taxiways, and from adjacent streets and sidewalks, and the Tenant may not surrender possession of the original structure until they have constructed a new structure or one (1) year after the purchase of the structure whichever comes first. No termination, whether by County or Tenant, shall be effective until Tenant has received payment for structure as provided above.

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

19. DEFAULT

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

20. CANCELLATION BY TENANT

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

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

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

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

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

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

21. RIGHTS UPON TERMINATION

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

22. NON-DISCRIMINATION

Tenant does also hereby agree to comply with the following provisions as required and amended from time to time by the FAA:

(A) The Tenant for himself, his personal representatives, successors in interest and assigns, 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 such land.

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.

(B) 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.

23. SPONSOR'S ASSURANCES

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

24. RIGHT OF FLIGHT

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

25. NOTICE AND PLACE FOR PAYMENT OF FEES

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

Address: Pinnacle Helicopters, LLC.
Attn: Ben Black
PO Box 1091
Moab UT 84532
Phone: 435-220-0041
E-mail: ben@pinnaclehelicopters.com

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

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

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

26. BOARDS RIGHT TO INSPECT

Tenant agrees that County may inspect the Premises at any reasonable time with respect to fire prevention and to determine the use for which the Premises are being utilized. For this purpose, Tenant agrees to furnish designated County representative with access to Tenant's hangar on the Leased Premises, and upon notice from County, correct any condition which constitutes a fire or health hazard or unauthorized use of the Premises.

27. HOLDING OVER

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

28. COMPLIANCE WITH LAWS

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

29. ASSIGNMENT AND SUBLETTING

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

30. RENEWAL OPTION

Tenant has the option to renew this Lease on the same terms and conditions for an additional year by giving notice in writing to County Airport Board no less than thirty days prior to the expiration of the first term.

31. COSTS AND ATTORNEYS' FEES

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

32. FURTHER ASSURANCES

Each party agrees to do, execute, acknowledge and deliver all such further acts, instruments and assurances, and to take such further action as shall be reasonably necessary or desirable to fully carry out this Agreement.

33. SURVIVAL

The provisions of this Agreement shall survive the termination of this Lease.

34. SEVERABILITY.

If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall nevertheless be valid and be enforced to the fullest extent permitted by law.

35. MISCELLANEOUS PROVISIONS

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

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

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

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

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

This agreement has been made in and shall be construed in with the laws of the State of Utah. All rights and obligations of the parties under this Lease shall bind and the benefits shall inure to their respective heirs, representatives, successors and assigns.

Witness the hands of the parties the day and year first above set forth.

ATTEST:

Ben Black d.b.a. Pinnacle Helicopters, (owner) Date

ATTEST:

Elizabeth Tubbs, (County Council Chair) Date

ATTEST:

Diana Carroll, (County Clerk Auditor) Date

Exhibit "A" Description of Lease Area



AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING

APRIL 19, 2016

Agenda Item: L

TITLE:	Approving proposed month-to-month office lease agreement with Pinnacle Helicopters, LLC
FISCAL IMPACT:	\$375.79/month revenue
PRESENTER(S):	Judd Hill, Airport Manager

Prepared By:

Judd Hill
Canyonlands Field
Airport Manager
435-259-4849
jhill@grandcountyutah.
net

FOR OFFICE USE ONLY:

Attorney Review:

Boilerplate approved

RECOMMENDATION:

I move to approve the proposed month-to-month office lease agreement with Pinnacle Helicopters, LLC, and authorize the Chair to sign all associated documents.

BACKGROUND:

Pinnacle Helicopters, LLC has been operating a business out of Canyonlands Field for several years. They currently operate out of an office space in the terminal building. It is their intent to operate out of their hangar, but do not wish to separate from their office lease until new ground leases explicitly stating businesses can operate out of hangars is adopted by the County. The boiler plate of these leases were approved by the attorney's office last week and will be addressed at May's Airport Board meeting.

Pinnacle Helicopters, LLC has proposed a month-month extension of their current office lease in the airport terminal at Canyonlands Field, which is set to expire May 1st, 2016. The lease is for 78.5 sq. ft. (\$4.25/sq ft/mo) of counter space located in the main lobby identified in exhibit "A" plus the monthly water/sewage fee. The lease would be beneficial to the county by generating income.

The Boilerplate for this lease has been reviewed by the County Attorney's Office. The month-month option was reviewed and recommended for approval by the Airport Board during their April 4th meeting.

ATTACHMENT(S):

1. Month-to-month office lease agreement

Office Lease Agreement at Canyonlands Field between *Grand County* and Pinnacle Helicopters

This Agreement, made and entered into as of **May 1st, 2016**, by and between **Grand County**, herein after referred to as "**County**" and **Pinnacle Helicopters, Ben Black owner**, hereinafter referred to as "**Tenant**".

WITNESSETH. County hereby leases and lets to Tenant and Tenant hereby rents from County the premises (hereinafter referred to as "Premises") located on Canyonlands Field, hereinafter referred to as "Airport", consisting of **78.5** square feet, in the location more or less as described in Exhibit "A" attached hereto.

1. TERM

The term of this lease shall be month-month commencing on **May 1st, 2016**, and shall expire at midnight on the last day of **May, 2016**, an additional month may be granted per section 29 of this lease.

2. RENT

(A) Tenant agrees to pay County during the term of this lease a monthly rent of **\$375.79**, Payable in advance. Rent is based upon **78.5sq/ft** of leased space at the rate of **\$4.25/sq./ft./mo.**, and **\$42.16** for water and sewage. The rental installment for any fractional month shall be prorated. Tenant shall have exclusive use of the parcel particularly described on **Exhibit "A"**, in the passenger terminal building located at **94 W. Aviation Way, Moab UT 84532**. Rent to be remitted to: **County Clerk, 125 East Center, Moab, Utah 84532**.

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

3. USES AND PRIVILEGES OF TENANT

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

(A) Tenant agrees that this lease is granted and limited to the Tenant for the purpose in connection with the business of a FAA part 91 or 135 commercial flight service. *Major* repairs and maintenance to Tenants aircraft, vehicles and equipment are *not* allowed. Aircraft, vehicle and equipment maintenance is strictly limited to typical and customary cleaning, and the replenishment of fluids. Tenant agrees to use the premises leased for the use and benefit of the public and to furnish said services on a fair, equal and not

unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service. Tenant is allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

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

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

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

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

4. SIGNS

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

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

5. IMPROVEMENTS

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

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

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

6. TAXES AND LICENSES

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

7. NET LEASE

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

8. REPAIR AND MAINTENANCE

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

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

9. UTILITIES

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

10. FIRE EXTINGUISHERS

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

11. INDEMNIFICATION

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

12. LIABILITY INSURANCE

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

13. OBLIGATIONS OF COUNTY

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

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

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

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

14. COUNTY'S RESPONSIBILITY TO TENANT'S PROPERTY

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

15. DAMAGE OR DESTRUCTION

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

16. RELOCATION OF PREMISES

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

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

17. DEFAULT

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

18. CANCELLATION BY TENANT

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

- (A) The permanent abandonment of the Airport for general aviation.
- (B) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict Tenant for a period of at least ninety (90) days from operating thereon.
- (C) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport.

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

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

19. RIGHTS UPON TERMINATION

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

20. TERMINATION BY COUNTY

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

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

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

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

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

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

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

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

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

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

21. ADMINISTRATIVE AND COMPLIANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

22. SPONSOR'S ASSURANCES

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

23. RIGHT OF FLIGHT

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

24. NOTICE AND PLACE FOR PAYMENT OF FEES

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

Address: Pinnacle Helicopters, LLC.
Attn: Ben Black
PO Box 1091
Moab UT 84532
Phone: 435-220-0041
E-mail: ben@pinnaclehelicopters.com

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

Grand County Clerks/Auditor
125 East Center St

Moab, Utah 84532

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

25. COUNTY'S RIGHT TO INSPECT

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

26. HOLDING OVER

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

27. COMPLIANCE WITH LAWS

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

28. ASSIGNMENT AND SUBLETTING

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

29. RENEWAL OPTION

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

30. COSTS AND ATTORNEYS' FEES

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

31. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

All rights and obligations of the parties under this Lease shall bind and the benefits shall inure to their respective heirs, representatives, successors and assigns.

Witness the hands of the parties the day and year first above set forth.

ATTEST:

_____ Date
Ben Black d.b.a. Pinnacle Helicopters, (owner)

ATTEST:

_____ Date
Elizabeth Tubbs, (County Council Chair)

ATTEST:

_____ Date
Diana Carroll, (County Clerk Auditor)

EXHIBIT "A" DESCRIPTION OF LEASE AREA

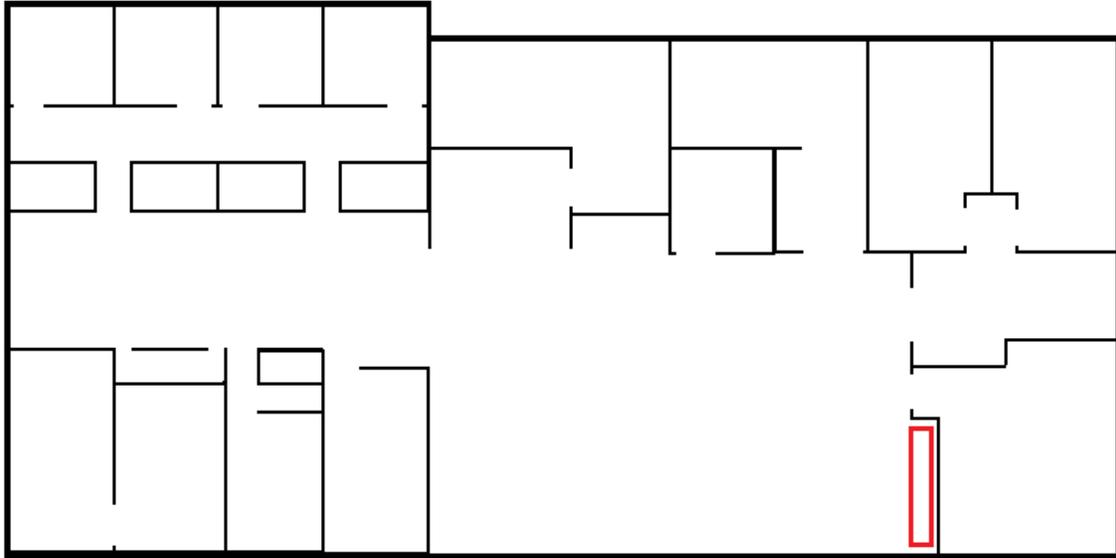


Exhibit "A" Terminal Lease:

**Agreement
for
Municipal Advisory Services**

THIS AGREEMENT, is being entered into as of the ___ day of April, 2016 by and between Grand County, hereinafter "the County" and ZIONS PUBLIC FINANCE, Inc., a wholly-owned subsidiary of ZB, N.A., hereinafter "Zions".

WITNESSETH

WHEREAS, the County desires to receive professional advice from an independent Municipal Advisor; and

WHEREAS, Zions desires to provide such advice and service to the County; and

WHEREAS, Zions is an independent Municipal Advisory firm, fully registered as such with both the Securities Exchange Commission and with the Municipal Securities Rulemaking Board; and

WHEREAS, the County desires assistance from Zions relating to the following: (check all that apply)

All financings of the County, including, but not limited to general obligation bonds, revenue bonds, lease revenue bonds, special assessment bonds, tax increment bonds, notes, and leases issued by the County, its Municipal Building Authority, Local Building Authority, RDAs, EDAs, and CDAs.

Optional Services _____ (please specify) _____

NOW, THEREFORE, the County and Zions agree as follows:

1. Zions Public Finance acknowledges that, under this Agreement, it has a fiduciary duty to the County and agrees to act in the County's best interests. Zions agrees to provide the following services to the County as requested:

(a) Render expert financial advice and assistance on fiscal matters pertaining to debt policies and procedures, the level and trend of fund balances, debt ratios, funding options, and the issuance and sale of the County's securities, including notes, bonds, leases, and other forms of securities or financings.

(b) Provide written advice and recommendations concerning financing structures including length of amortization, ratings and insurance, maturity schedules, interest rates, call provisions, premiums and discounts, security provisions, coverage covenants, and other terms of existing or proposed debt which Zions believes will be most satisfactory to the County's goals and objectives.

(c) Assist in the selection of other financing team members including, but not limited to, bond counsel, disclosure counsel, underwriter(s), trustees, paying agents, bond registrars, escrow agents, escrow verification agents, rating agencies, bond insurers, arbitrage rebate consultants, etc. Zions will quarterback the financing team with the task of keeping team members on schedule and within budget.

(d) Work cooperatively with the County's other financing professionals to the end that securities may be legally and successfully sold and issued. All other financing professionals will be paid by the County.

(e) Advise and assist in selecting the most advantageous method of sale.

(f) If a negotiated sale is deemed most advantageous to the County, Zions will assist in soliciting and analyzing underwriter proposals, and selecting the underwriter(s). Zions will also provide advice regarding the underwriter's compensation and the appropriateness of the yields, coupons, and other terms proposed by the underwriter(s).

(g) If a competitive sale is selected, Zions will coordinate with the provider of the electronic platform and provide all information necessary to offer the securities using this method. Zions will verify the calculation of the winning bidder and restructure the maturities to provide the County with its desired payment structure.

(h) Attend meetings as requested by the County to discuss and formulate plans about proposed financings. This may include public hearings and formal meetings of the County's governing body.

(i) Assist the County in its preparation of financing documents, data, etc. as may be required by any state or federal agency, rating agencies, bond insurers and underwriters.

(j) Assist with the preparation and review of an Official Statement, or other offering documents for each security issue, setting forth financial and other information about the County and the securities being offered for sale.

(k) Participate in a "Due Diligence" meeting of the County prior to the finalization and distribution of any Official Statement in an effort to ensure full and complete disclosure of all information which could be considered "material" to any purchaser of bonds. The County understands that as a condition of marketing the bonds, it will be necessary to authorize and direct its appropriate officers to execute a certificate for insertion in the Official Statement and closing documents, confirming the truth and accuracy of all information contained in the Official Statement.

(l) Deliver the Official Statement or other offering document, together with the Notice of Sale, to underwriters or potential purchasers of the County's securities.

(m) Submit information concerning the proposed financing(s) to selected rating agencies in an effort to obtain favorable ratings on the County's financings.

If requested, Zions will organize, assist in the preparation of, and participate in the County's presentations made to rating agencies, bond insurers, or investors in New York City, San Francisco, or other locations. The actual fees and related expenses of any such presentation are to be paid by the County.

(n) Coordinate the closing of the debt issue, including the transfer of funds and the delivery of the securities to the underwriter(s) or purchaser(s).

(o) Assist with post-closing compliance issues such as private use and tax-exemption issues, audits by regulators or federal agencies, arbitrage compliance, etc.

(p) Monitor market conditions to identify refunding opportunities for interest savings. Analyze purported savings in refunding proposals made by other market participants.

(q) Advice concerning bond elections, including tax impact calculations, voter information pamphlets, election strategy, and information for media packets, etc.

(r) Prepare studies regarding general plans, capital facility plans, impact fees, utility rates, tax increment studies, economic development studies, feasibility studies, business license fees, grants, and other studies as requested by the County.

Optional Services

(s) Draft the Preliminary Official Statement and the Final Official Statement.

(t) Perform the administrative functions of billing, collecting for special assessment areas. This includes keeping the accounting records and preparing periodic reports on the status of the assessments, reserve funds and payment histories of each property owner. Zions will also coordinate with the County's foreclosure trustee if needed.

(u) Assist in gathering, preparing and submitting information to the MSRB's EMMA repository all information necessary to comply with the County's continuing disclosure obligations. Zions will also monitor and help provide compliance with all material event notices that must be filed to comply with SEC regulation 15c2-12.

2. Zions hereby confirms that it is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board (the "MSRB"). Under MSRB Rule G-23, Zions will not serve as underwriter for any bonds to be issued in a financing for which we are acting as the County's Municipal Advisor.

Zions will not provide municipal advisory services to the County under this Agreement with respect to any commercial banking transaction between the County and Zions, including but not limited to bank loans and leases, lines of credit, liquidity facilities, letters of credit, credit cards or other forms of credit enhancement or direct purchases of the County's bonds or leases.

3. The County agrees that in consideration for the foregoing services to be performed by Zions, the County will do the following:

(a) The County will cooperate with Zions and will provide all information which is reasonably required to enable Zions to fulfill its duties to the County.

(b) The County will pass such ordinances and resolutions and perform such reasonable acts as may be necessary to assure compliance with all applicable laws, ordinances and constitutional provisions pertaining to the issuance of its securities and other related services.

(c) The County will furnish Zions with certified copies of all minutes from meetings and proceedings taken, affidavits of publications, etc., in connection with any of the securities issued by the County.

(d) The County will pay Zions for services herein outlined and other services incidental hereto in accordance with **Exhibit A** of this Agreement.

4. It is understood that the execution of this Agreement secures the services of Zions as the County's Municipal Advisor for a period of five (5) years. Either party may cancel and terminate this Agreement, for any reason, 60 days prior to any anniversary date of the Agreement.

5. The information used in developing forecast assumptions will be derived from published information and other sources that Zions considers appropriate. However, Zions does not assume responsibility for the accuracy of such material. Forecasts are subject to many uncertainties; therefore, Zions does not represent that any projections of growth will be representative of the results that actually will occur.

6. Zions agrees to indemnify, save harmless and defend the County from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of Zions' negligent performance hereunder as such negligence may be determined by law.

7. Zions' services consist solely in providing expert and experienced assistance to municipalities as a municipal advisor and consultant. Zions does not render any legal, accounting or actuarial advice.

8. This Agreement constitutes the entire Agreement between the parties.

9. This Agreement shall be interpreted under the laws of and enforced in the courts of the State of Utah.

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

GRAND COUNTY, UTAH

By _____

ATTEST:

ZIONS PUBLIC FINANCE, Inc.
A wholly-owned subsidiary of
ZB, N.A.

By _____
Vice President

Exhibit A
FEE Schedule
For Services outlined in Section 1(a) through 1(q) of the Agreement

For General Obligation Bonds, the County will pay Zions a fee equal to \$2.50 per \$1,000 of proceeds delivered.*

For Revenue Bonds, the County will pay Zions a fee equal to \$3.00 per \$1,000 of proceeds delivered.

For Lease Revenue Bonds, the County will pay Zions a fee equal to \$3.50 per \$1,000 of proceeds delivered.

For Tax Increment Bonds, the County will pay Zions a fee equal to \$5.00 per \$1,000 of proceeds delivered.

For Special Assessment Bonds, the County will pay Zions a fee equal to \$5.00 per \$1,000 of proceeds delivered.

A “minimum” advisor fee of \$25K will be charged on a successfully closed bond transaction.

*If the County goes through a bond election in order to issue General Obligation Bonds, an election fee of \$10K would be due for election services.

FEE Schedule
For Studies Services outlined in Section 1(r) of the Agreement

If the County desires that Zions prepare a study as outlined in Section 1(r) above, the County will pay Zions an additional, mutually-agreed upon fee after the scope of the study has been determined.

Fee Schedule for Optional Services

For POS and OS Services outlined in Section 1(s) of the Agreement

If the County desires that Zions draft the preliminary official statement and final official statement, the County will pay Zions an additional fee of \$5,000 for each issue.

For Special Assessment Administration Services outlined in Section 1(t) of the Agreement

If the County desires that Zions administer the billing, collecting and accounting functions related to Special Assessment Areas, the County will pay Zions an additional, mutually-agreed upon fee after the scope of these services has been determined.

For Continuing Disclosure Services outlined in Section 1(u) of the Agreement

If the County desires that Zions prepare and file its continuing disclosure reports required by SEC Regulation 15c2-12, the County will pay Zions an additional, fee based on the following schedule:

Filing Fees¹:	Fee for Annual Financial Information Filing
Base Fee for all General Obligation Bonds Issued	<u>\$2,500.00</u>
Additional Bonds Issued:	
Lease Revenue Annual Appropriation Bonds (includes all lease revenue bonds issued).....	500.00
Revenue Bonds (includes all enterprise revenue bonds issued).....	1,500.00
Tax Increment Bonds (includes all tax increment bonds issued).....	1,500.00
Excise Tax Revenue Bonds	

¹ Zions reserves the right to increase the annual information filing fee (singularly or collectively for all types of bond issues) by not more than 2% per year for cost inflation factors. Zions will notify the issuer of these increases at each billing period.

(includes all excise revenue bonds issued).....	1,500.00
University or College Revenue Bonds (includes all university or college revenue bonds issued).....	1,500.00
Other (includes all other bonds issued).....	500.00
Material Event Notice Filing Fees:	
Fee for Late Filing (submitted after [Insert date]).....	750.00
Fee for Material Event Filing.....	500.00

Annually, operating and financial information and audited financial statements will be submitted to the Electronic Municipal Market Access (“EMMA”) by [insert date]. If the information is not filed within the specified timeframe, a Material Event Notice will be filed indicating the “late filing.”

When applicable, Zions Public Finance, Inc. would charge a filing fee for services rendered in the event of a Material Event Notice. A “Material Event” in which disclosure is required may consist of the following:

- (a) The Issuer shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner but not more than ten (10) Business Days after the event:
- (i) Principal and interest payment delinquencies;
 - (ii) Unscheduled draws on debt service reserves reflecting financial difficulties;
 - (iii) Unscheduled draws on credit enhancements reflecting financial difficulties;
 - (iv) Substitution of credit or liquidity providers, or their failure to perform;
 - (v) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;
 - (vi) Defeasances;
 - (vii) Tender offers;
 - (viii) Bankruptcy, insolvency, receivership or similar proceedings; or
 - (ix) Rating changes.
- (b) The Issuer shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the Listed Event, if material:
- (i) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;
 - (ii) Appointment of a successor or additional trustee or the change of the name of a trustee;
 - (iii) Non-payment related defaults;
 - (iv) Modifications to the rights of the owners of the Bonds;
 - (v) Bond calls; or
 - (vi) Release, substitution or sale of property securing repayment of the Bonds.

CONSENT AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
APRIL 19, 2016

Consent Agenda Item: N-Q

TITLE:	N. Approving proposed application for the annual Emergency Management Performance Grant (EMPG) for FY2016 O. Ratifying the Chair's signature on a Victim of Crime Act (VOCA) assistance program grant application for the Sheriff's Office P. Adopting proposed Resolution approving replat of lots 25, 26, & 27 of the White House Subdivision Planned Unit Development (PUD) Q. Adopting proposed Resolution approving the Hamblin Minor Record Survey
FISCAL IMPACT:	See Corresponding Agenda Summary, if any
PRESENTER(S):	None

Prepared By:
Bryony Chamberlain
Council Office Coordinator
435-259-1346
bchamberlain@grandcountyutah.net

FOR OFFICE USE ONLY:
Attorney Review:
N/A

RECOMMENDATION:
I move to adopt the consent agenda as presented and authorize the Chair to sign all associated documents.

BACKGROUND:
See corresponding agenda summary, if any, and related attachments.

ATTACHMENT(S):
See corresponding agenda summary, if any, and related attachments.

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING

APRIL 19, 2016

Agenda Item: N

TITLE:	Approving proposed application for the annual Emergency Management Performance Grant (EMPG) for FY2016
FISCAL IMPACT:	\$35,500 in federal funds, matching funds are salaries and benefits
PRESENTER(S):	Rick M. Bailey, Grand County Emergency Management Director

Prepared By:
RICK M. BAILEY
GRAND COUNTY
EMERGENCY
MANAGEMENT
DIRECTOR

FOR OFFICE USE ONLY:
Attorney Review:

N/A

RECOMMENDATION:
I move to approve the FY2016 Emergency Management Performance Grant in the amount of \$35,500.00 and authorize the Chair to sign all associated documents.

BACKGROUND:
This is an annual grant from the U.S. Department of Homeland Security passed through the Utah Division of Emergency Management. It is a 50/50% match with the local match being provided through the salaries of the county's emergency manager and sheriff's administrative assistance.

- ATTACHMENT(S):**
1. 2016 Funding Parameters
 2. Computer generated Application (To be provided)

2016 EMPG GRANT FUNDING

BASE	\$ 20,000.00
FULL TIME EM	\$ 5,000.00
EM SUPPORT STAFF	\$ 2,500.00
POPULATION VARIABLE	\$ 3,000.00
ELECTIVE PERFORMANCE STANDARD PROFESSIONAL DEVELOPMENT	\$ 1,000.00
ELECTIVE PERFORMANCE STANDARD COMMUNITY OUTREACH	\$ 1,000.00
ELECTIVE PERFORMANCE STANDARD PLANNING	\$ 3,000.00
TOTAL	\$ 35,500.00

2016 VICTIMS OF CRIME ACT (VOCA) COVER SHEET

**STATE OF UTAH
OFFICE FOR VICTIMS OF CRIME**

350 East 500 South #200
Salt Lake City, UT 84111
Phone: (801) 238-2360, 1-800-621-7444
Fax: 801-533-4127
CFDA # 16.575

1. Program Period

July 1, 2016 Beginning Date

June 30, 2017 Ending Date

Quarterly due dates: the 30th of October, January, April, and July

2. Staff Number

a. Number of Paid Staff (FTE) 1.00
b. Number of Volunteer Staff 2.00

3. Type of Agency

Criminal Justice Governmental ▼

Other: _____

4. Purpose of Award (check all that apply)

- Initiate a New Victim Services Program (not previously funded by VOCA)
 Continuation of Grant: 15VOCA _____
 Continue a Sexual Assault Set-Aside VOCA program
 Combine previously funded VOCA or USASP grant(s): _____
 Request one-time funds in the following areas: _____
 Enhance a program previously funded by VOCA (beyond 3-5% COLA increases)
 Request pay increases (beyond 3-5%)

5. Project Description (please fill box)

This project will re-establish a much needed, community-wide, full-time Victim Advocate Program with 24/7 availability, under the Grand County Sheriff's Office.

6. Congressional District; Counties Served

3rd Congressional District Grand County

7. 9 Digit DUNN #: 50157981

8. Federal Tax ID #: 87-6000304

9. Amount Requested: \$40,731

10. Subgrantee Agency Information

Project Title: Victim Advocacy
 Agency Name: Grand County Sheriff Office
 Address: 25 South 100 East
 City: Moab, Utah
 Zip Code (5+4): 84532-1111
 Phone: 1-435-259-8115
 FAX: 435-259-8651
 E-Mail: swhite@grandcountysheriff.org

11. Contact Person(s)

Name: Kris Marsh
 Title/Position: Victim Advocate
 Phone: 1-435-259-1399
 Email: kmars@grandcountysheriff.org

Name: Diane Carroll
 Title/Position: Financial Officer
 Phone: 1-435-259-1322
 Email: dcarroll@grandcountyyutah.net

12. Point of Contact:

Name: Kris Marsh
 Phone: 1-435-259-1399
 Email: kmars@grandcountysheriff.org

13. Implementing Agency Type

- | | | |
|--|--|---|
| <input type="checkbox"/> A. Criminal Justice Agency | <input type="checkbox"/> B. Non-Criminal Justice/Governmental | <input type="checkbox"/> C. Private Non-Profit |
| <input checked="" type="checkbox"/> Law Enforcement | <input type="checkbox"/> Social Services | <input type="checkbox"/> Family Justice Center |
| <input type="checkbox"/> Prosecution | <input type="checkbox"/> Public Housing | <input type="checkbox"/> Shelter |
| <input type="checkbox"/> Probation | <input type="checkbox"/> Mental Health | <input type="checkbox"/> Rape Crisis |
| <input type="checkbox"/> Other (describe): _____ | <input type="checkbox"/> Children's Justice Center | <input type="checkbox"/> Religious Organization |
| | <input type="checkbox"/> Other (describe): _____ | <input type="checkbox"/> Other (describe): _____ |

14. Subgrant Match Financial Support from Non-Federal Source(s)

Note: Budget should reflect single year amount

	a. Source(s) of Cash Match	b. Source(s) of In-kind Match		State: 0.00
				Local: 17,622.43
	1 Grand County Utah	1 _____		Other: 0.00
	2 _____	2 _____		TOTAL VALUE
	3 _____	3 _____		of MATCH: 17,622.43
Minimum Match: 11,500.00	<i>grant fund amount divided by 4</i>			

15. Project Budget Summary

	TOTAL COSTS	VOCA Federal Funds	Match	
			In-kind	Cash
a. Personnel:	32,868.88	31,428.88	1,440.00	-
b. Fringe:	14,922.43	-	-	14,922.43
c. Contracted Fees:	3,625.00	3,625.00	-	-
d. Equipment:	2,200.00	1,200.00	2,000.00	-
e. Travel/Training:	1,351.76	1,351.76	-	-
f. Supplies:	375.00	375.00	-	-
g. Other:	2,750.00	2,750.00	-	-
SUB-TOTAL	58,093.07	40,730.64	3,440.00	14,922.43
Indirect Costs:	-	-	-	-
TOTAL COSTS:	58,093.07	40,730.64	3,440.00	14,922.43

16. Contractual Signatures

A. Official Authorized

 Elizabeth Tubbs
 Grand County Commissioner
 Signature: _____
 Date: April 14, 2016

B. Program Director or Manager
 Steve White
 Grand County Sheriff
 Signature: _____
 April 14, 2016

For UOVC use only

UOVC Approval _____ Date _____

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
APRIL 19, 2016

Agenda Item: P

TITLE:	Adopting proposed Resolution approving the replat of lots 25, 26, & 27 of the White Horse Subdivision Planned Unit Development (PUD)
FISCAL IMPACT:	none
PRESENTER(S):	Community Development Department Staff

Prepared By:

Mary Hofhine

Community
Development
Department

RECOMMENDATION:

Move to adopt the proposed resolution approving the replat of lots 25, 26, and 27 of the White Horse Subdivision as submitted and authorize the Chair to sign the final plat and all associated documents.

BACKGROUND:

See Staff Report and DRAFT Resolution

**FOR OFFICE REVIEW
ONLY:**

Attorney Review:

N/A

ATTACHMENT(S):

Staff Report
Draft Resolution
Final Plat



S T A F F R E P O R T

MEETING DATE: April 19, 2016
TO: Grand County Council
FROM: Planning Staff
SUBJECT: **Public Hearing** - White Horse Subdivision - Replat

Planning Commission Recommendation

The Grand County Planning Commission reviewed the referenced application in a public hearing on April 14, 2016 and forwarded a favorable recommendation to the County Council as submitted.

BACKGROUND

Introduction

This application is submitted by Tom Rees and Clark Abbey alongside White Horse Development LLC., Mark Griffith (Property Owner Representative). The applicant is requesting a replat of lots 25, 26, and 27 in order to move lot lines on three parcels to accommodate residential setbacks for new construction. The property is located on Lipizzan Jump in the White Horse Subdivision within a Planned Unit Development in Spanish Valley and is zoned Rural Residential, (RR-PUD).

APPLICABLE STANDARDS

The application is being processed in accordance with Grand County Land Use Code (LUC) Sec. 9.9.1.

Replats shall be subject to all requirements of this LUC regarding final plats. The County Council may, following a public hearing and recommendation of the Planning Commission, approve a replat that is for the purpose of vacation, alteration, or amendment of a subdivision plat, of any lot, street or alley contained in a plat, provided that the replat does not remove any covenants or restrictions or increase the number of lots. Replats that remove any covenants or restrictions or increase the number of lots shall be subject to all of the requirements of this LUC regarding preliminary plat and final plats.

The proposed replat does not remove any covenants or restrictions nor increase the number of lots. The application meets final plat requirements found in LUC Sec 9.5.

Utilities

This is a recorded subdivision with all utilities currently in place and easements recorded. The replat will not require any recorded easements to be vacated, but they will be moved slightly to accommodate the lot line changes. There are no utility lines in the easements at this time.

Staff Review

The amendment to move lot lines meet the requirements for a replat of lots in the Whitehorse subdivision. All agencies have sent approval letters, and the County Engineer has approved the replat as proposed.

Applicants provided staff with all required submittals including the title report, amended plats, and fee. Notices of the public hearing date and time regarding the amendment to the plat were advertised in the Times Independent, posted on the State website, the County's notice website, notice to the Home Owners Association and notice of the public hearing was posted on the property by the applicant.

RESOLUTION _____ 2016

**RESOLUTION OF THE GRAND COUNTY COUNCIL
APPROVING THE REPLAT OF LOTS 25, 26, AND 27
OF WHITE HORSE SUBDIVISION PUD**

WHEREAS, White Horse Development Co. LLC, and Tom Rees/Clark Abbey (hereinafter referred to as "Applicant"), submitted an application for the replat of White Horse Subdivision PUD Lots 25, 26, and 27, a parcel of land in the Section 26, T 26 S, R 22 E, SLM, Grand County, Utah more specifically described as follows:

A parcel of land lying within the SW1/4 NE1/4 Section Twenty-six (26), Township Twenty-six (26) South, Range Twenty-two (22) East S.L.M., Grand County Utah and being Further Described as follows:

Lot 25, Lot 26, and Lot 27 of White Horse Subdivision, Moab, Grand County. Utah, the same as said Lots are shown on the Plat filed with the Grand County Recorder #492292 on 08-05-2009 in Book 750, Page 943.

WHEREAS, White Horse Subdivision is zoned Rural Residential PUD (RR-PUD) as defined in the Land Use Code;

WHEREAS, the applicant seeks to replat Lots 25, 26, and 27 of White Horse Planned Unit Development, subject to all requirements of *Section 9.9.1 Replat of the Grand County Land Use code*;

WHEREAS, the White Horse Subdivision PUD is a fully built-out subdivision and does not propose or require additional infrastructure;

WHEREAS, the application is being processed in accordance with the requirements of the Land Use Code Section 9.9 and does not remove any covenants or restrictions nor increase the number of lots;

WHEREAS, the application meets the final plat requirements found in the Land Use Code Section 9.5;

WHEREAS, the Grand County Planning Commission reviewed the subject application at a public hearing on April 13, 2016 and recommended approval as submitted; and

WHEREAS, the County Council has heard and considered all evidence and testimony presented with respect to the subject application in a public meeting on April 19, 2016.

NOW, THEREFORE, BE IT RESOLVED by the Grand County Council that it does hereby approve the replat of the Lots 25, Lot 26, and Lot 27 of White Horse Subdivision PUD as recorded.

PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this 19th day of April 2016, by the following vote:

Those voting aye: _____

Those voting nay: _____

Those absent: _____

Grand County Council

ATTEST:

Diana Carroll, Clerk/Auditor

Elizabeth Tubbs, Chair

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
APRIL 19, 2016
 Agenda Item: Q

TITLE:	Adopting proposed Resolution approving the Hamblin Minor Record Survey
FISCAL IMPACT:	none
PRESENTER(S):	Community Development Department Representative

Prepared By:

 Mary Hofhine,
 Community
 Development
 Department

**FOR OFFICE REVIEW
 ONLY:**

Attorney Review:

 None requested

RECOMMENDATION:

Move to adopt the proposed resolution approving the Hamblin Minor Record Survey and authorize the Chair to sign all associated documents.

BACKGROUND:

See staff report.

ACCESS:

County Road Department Supervisor has advised access/driveways to the proposed lot should be 120 feet from the intersection of Spanish Valley Drive and Spanish Trail; this will be accomplished with an encroachment permit issued by the Road Department at building permit.

ATTACHMENT(S):

- Staff Report
- Draft Resolution
- Minor Record Survey Plat
- Emails regarding approvals of utilities and Fire Department
- Horrocks Letter dated April 13, 2016



STAFF REPORT

MEETING DATE: April 19, 2016
TO: Grand County Council
FROM: Planning Staff
SUBJECT: Hamblin - Minor Record Survey

PURPOSE

Minor record survey is intended to provide an expeditious, one-time process for small, low impact developments no more than 3 lots where roads and utilities necessary to serve the subdivision are in place consistent with all applicable county standards at the time of application and resulting lots are in compliance with the underlying zoning.

BACKGROUND

Georgia Hamblin, Applicant, is requesting approval of a 2-lot minor record survey, located at 2910 E. Spanish Trail, Moab Utah.

The subject property consists of approximately 2.33 acres and is zoned Rural Residential (RR). Maximum RR development density is one (1) units per acre. Proposed "Parcel A" is developed with a residence and out buildings; proposed "Parcel B" is vacant.

CRITERIA FOR APPROVAL

Land Use Code Section 9.7.6

Major subdivision review, including Preliminary and Final Plat, shall not be required where all of the following conditions exist:

1. *Each Minor Record Survey shall include no more than 3 lots, each for single-family residential use.*

FINDING: This criterion has been met. The Minor Record Survey includes only two (2) lots.

2. *All roads and trails needed to serve the new lots are in place adjacent to the proposed lots, and either:*

- a. *The property was fully developed in compliance with applicable County standards prior to the adoption of the LUC [January 4, 1999] and building permits were issued for a single-family dwelling on each lot, and access easements and driveways are in place that provide adequate access for residents and emergency vehicles; or*
- b. *The property has frontage on a street or road that is either improved to County standards or accepted for County maintenance, and no new streets, roads or extensions need to be widened, dedicated or constructed.*

FINDING: These criteria have been met. Lots have frontage on Spanish Trail Road and Spanish Valley Drive, dedicated County rights of way. County Road encroachment permits will need to be obtained prior to building permit.

3. *No utilities, other than individual service lines, need to be extended to serve the parcel and the necessary utilities are in place immediately adjacent to the parcel.*

FINDING: This criterion has been met. The utility providers have provided signatures of approval on the application. (see attached)

4. *Drainage improvements are in place; or such required drainage improvements will be installed prior to the issuance of a Building Permit(s) for the subdivision lot(s), and the Minor Record Survey includes the following note:*

Note: No Building Permit(s) shall be issued for a structure(s) on any lot(s) approved by this resolution prior to the completion of drainage improvements in accordance with the requirements of Grand County Land Use Code, Sec. 6.7A, and Drainage Detention Basin.

FINDING: This criterion has been met; Horrocks Engineering has reviewed the plat and approved the drainage waiver.

5. *There are no other problems of public concern.*

FINDING: Staff finds no other problems of public concern.

CONCLUSION

All agencies have sent written approval stating they have reviewed the plat for ability to serve and adequate existing and future easements.

A county road encroachment permit for driveways shall be obtained to assure the driveways meet the standard setbacks to intersections.

Applicant provided staff with all required submittals including the title report, minor record survey plats, and fee. This is an administrative process; no public hearing requirements are needed. The Council meeting agenda serves as the public meeting notice.

Attachments:

MRS plat

Horrocks approval letter dated April 13, 2016

Approval from utility and fire departments

County Road Department requirements

RESOLUTION _____ 2016

**A RESOLUTION OF THE GRAND COUNTY COUNCIL
APPROVING HAMBLIN MINOR RECORD SURVEY**

WHEREAS, Georgia Hamblin, (“herein after referred to as “Applicant”), submitted an application for a Minor Record Survey, a parcel of land located in Section 21, T26S, R22E, SLM, Grand County, Utah Parcel No. 02-0021-0007.

WHEREAS, Minor Record Surveys are subject to the criteria established by Sec. 9.7 of the *Grand County Land Use Code*;

WHEREAS, the applicant has applied for a two (2) lot minor record survey;

WHEREAS, No building permit shall be issued for a structure on any lot approved by this resolution prior to the completion of drainage improvements in accordance with the requirements of Grand County Land Use Code, Sec. 6.7A, Drainage Detention Basin,

WHEREAS, the driveway access for each lot shall be set back at least 120 feet from the intersection of Spanish Valley Drive and Spanish Trail Road, this shall be accomplished with an encroachment permit issued by the Grand County Road Supervisor,

WHEREAS, the application is being processed in accordance with the requirements of Sec. 9.7 of the Grand County Land Use Code and the applicant is in compliance with the established criteria.

WHEREAS, the Grand County Council has considered all evidence and testimony presented with respect to the subject application in a public meeting on April 19, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Grand County Council hereby grants approval of the Hamblin Minor Record Survey and authorizes the Chairman to sign the Minor Record Survey and associated documents.

PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this 19th, day of April, 2016, by the following vote:

Those voting aye: _____

Those voting nay: _____

Those absent: _____

ATTEST:

Grand County Council

Diana Carroll, Clerk/Auditor

Elizabeth Tubbs, Chairman

A MINOR REDDOR OF SURVEY OF THE GEORGIA HAMBLIN PROPERTY:

A DIVISION OF LOT 17, SECTION 21,
T 26 S. R 22 E, SLB&M,
GRAND COUNTY, UTAH

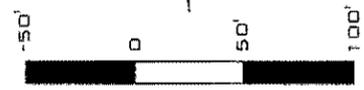
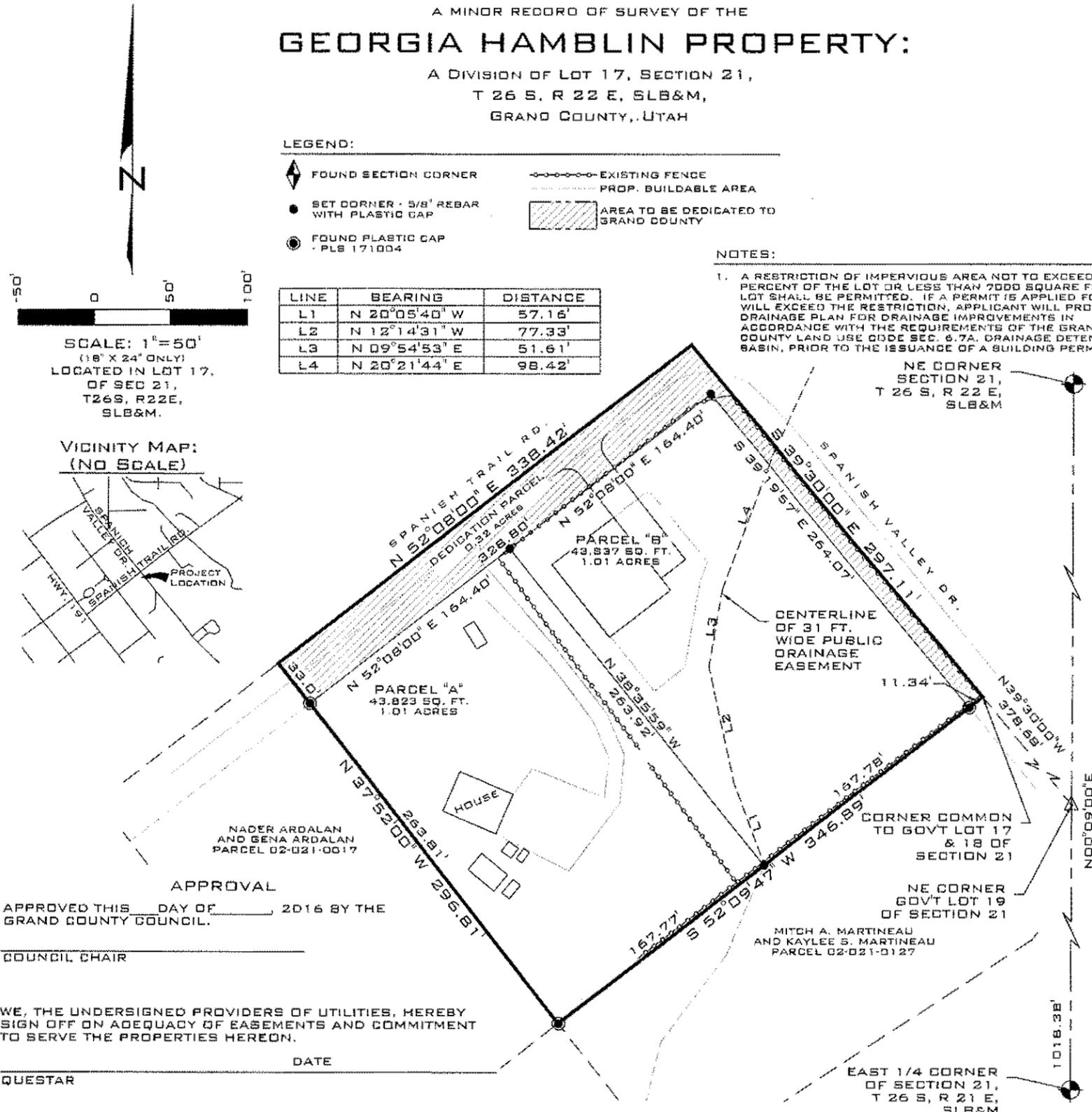
LEGEND:

- FOUND SECTION CORNER
- EXISTING FENCE
- PROP. BUILDABLE AREA
- SET CORNER - 5/8" REBAR WITH PLASTIC GAP
- AREA TO BE DEDICATED TO GRAND COUNTY
- FOUND PLASTIC CAP - PLS 171004

LINE	BEARING	DISTANCE
L1	N 20°05'40" W	57.16'
L2	N 12°14'31" W	77.33'
L3	N 09°54'53" E	51.61'
L4	N 20°21'44" E	98.42'

NOTES:

- 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 DRAINAGE IMPROVEMENTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE GRAND COUNTY LAND USE CODE SEC. 6.7A, DRAINAGE DETENTION BASIN, PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.



SCALE: 1"=50'
(18" X 24" ONLY)
LOCATED IN LOT 17,
OF SEC 21,
T26S, R22E,
SLB&M.



APPROVAL
APPROVED THIS ____ DAY OF _____, 2016 BY THE
GRAND COUNTY COUNCIL.

COUNCIL CHAIR

WE, THE UNDERSIGNED PROVIDERS OF UTILITIES, HEREBY
SIGN OFF ON ADEQUACY OF EASEMENTS AND COMMITMENT
TO SERVE THE PROPERTIES HEREON.

DATE

- QUESTAR
- GRAND WATER & SEWER
- FRONTIER TELEPHONE
- ROCKY MOUNTAIN POWER

SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS: THAT I, BRANDON E. ANDERSON, DO HEREBY CERTIFY THAT I AM A UTAH PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 4938716 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND I FURTHER CERTIFY THAT UNDER AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THOSE LANDS AS SHOWN HERE ON AND DESCRIBED BELOW, AND THAT I HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS GEORGIA HAMBLIN PROPERTY, AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

DATE: 4-1-16
BRANDON E. ANDERSON
LICENSE NO. 4938716

DEDICATION PARCEL

BEGINNING AT THE EASTERLY CORNER OF GOVERNMENT LOT 17, SECTION 21, TOWNSHIP 26 SOUTH, RANGE 22 EAST, SALT LAKE BASE & MERIDIAN, SAID POINT BEING NORTH 00°09'00" EAST 1018.38 FEET ALONG THE SECTION LINE TO THE NORTHEAST CORNER OF GOVERNMENT LOT 19 AND NORTH 39°30'00" WEST 378.68 FEET ALONG THE NORTHEASTERLY LINE OF GOVERNMENT LOTS 19 & 18 TO THE EASTERLY CORNER OF GOVERNMENT LOT 17 AND SOUTH 52°09'47" WEST 179.12 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 17 FROM THE EAST QUARTER CORNER OF SAID SECTION 21, TOWNSHIP 26 SOUTH, RANGE 22 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING:
THENCE SOUTH 52°09'47" WEST 11.34 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 17;
THENCE NORTH 39°19'57" WEST 264.07 FEET;
THENCE SOUTH 52°08'00" WEST 328.80 FEET;
THENCE NORTH 37°52'00" WEST 33.00 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 17;
THENCE NORTH 52°08'00" EAST 338.42 FEET ALONG SAID NORTHWESTERLY LINE TO THE NORTHERLY CORNER OF SAID LOT 17;
THENCE SOUTH 39°30'00" EAST 297.11 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 17 TO THE POINT OF BEGINNING.
CONTAINING 14,076 SQUARE FEET OR 0.32 ACRES.

PARCEL "A"

BEGINNING AT A POINT BEING NORTH 00°09'00" EAST 1018.38 FEET ALONG THE SECTION LINE TO THE NORTHEAST CORNER OF GOVERNMENT LOT 19 AND NORTH 39°30'00" WEST 378.68 FEET ALONG THE NORTHEASTERLY LINE OF GOVERNMENT LOTS 19 & 18 TO THE EASTERLY CORNER OF GOVERNMENT LOT 17 AND SOUTH 52°09'47" WEST 179.12 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 17 FROM THE EAST QUARTER CORNER OF SAID SECTION 21, TOWNSHIP 26 SOUTH, RANGE 22 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING:
THENCE SOUTH 52°09'47" WEST 167.77 FEET ALONG SAID SOUTHEASTERLY LINE TO THE SOUTHERLY CORNER OF SAID LOT 17;
THENCE NORTH 37°52'00" WEST 263.81 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT 17;
THENCE NORTH 52°08'00" EAST 164.40 FEET;
THENCE SOUTH 38°35'59" EAST 263.92 FEET TO THE POINT OF BEGINNING.
CONTAINING 43,823 SQUARE FEET OR 1.01 ACRES.

PARCEL "B"

BEGINNING AT A POINT BEING NORTH 00°09'00" EAST 1018.38 FEET ALONG THE SECTION LINE TO THE NORTHEAST CORNER OF GOVERNMENT LOT 19 AND NORTH 39°30'00" WEST 378.68 FEET ALONG THE NORTHEASTERLY LINE OF GOVERNMENT LOTS 19 & 18 TO THE EASTERLY CORNER OF GOVERNMENT LOT 17 AND SOUTH 52°09'47" WEST 179.12 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 17 FROM THE EAST QUARTER CORNER OF SAID SECTION 21, TOWNSHIP 26 SOUTH, RANGE 22 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING:
THENCE NORTH 38°35'59" WEST 263.92 FEET;
THENCE NORTH 52°08'00" EAST 164.40 FEET;
THENCE SOUTH 39°19'57" EAST 264.07 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 17;
THENCE SOUTH 52°09'47" WEST 167.78 FEET ALONG SAID SOUTHEASTERLY LINE OF SAID LOT 17 TO THE POINT OF BEGINNING.
CONTAINING 43,837 SQUARE FEET OR 1.01 ACRES.

P.O. BOX 218
80 EAST CENTER ST.
MOAB, UTAH 84832
PH (435) 259-8171

KEOGH ROSENBERG
LAND SURVEYING
ENGINEERING
CIVIL • STRUCTURAL

DATE: 4-1-16
DRAWN BY: KG

COUNTY COUNCIL APPROVAL:
APPROVED THIS ____ DAY OF _____, 20____ BY THE
GRAND COUNTY COUNCIL.
ATTEST: _____ CHAIRMAN CLERK
_____ CHAIRMAN, GRAND COUNTY COUNCIL

\\FILESERVER\DOCUMENTS\KENNY\GEORGIA HAMBLIN\GEORGIA HAMBLIN, MRS. 03-03-16.DWG

Mary Hofhine

From: Bill Jackson
Sent: Monday, April 04, 2016 2:34 PM
To: Mary Hofhine
Cc: Dave Dillman
Subject: RE: minor record survey

Mary,

Upon reviewing the minor record survey plat for the Hamblin property, I would encourage the applicant to construct the new driveway access at least 120 feet from the intersection of Spanish Valley Drive. Spanish Valley Drive is classified as a major collector as well as Spanish Trail Road. The 120 foot spacing will be safer for the general public as well as the property owner when using the driveway.

Best Regards
Bill Jackson
Grand County Road Supervisor

From: Mary Hofhine
Sent: Friday, March 25, 2016 9:40 AM
To: Mark Sovine; Bill Jackson; Lawley, Gary (Gary.Lawley@rockymountainpower.net); Moab Fire Department
Cc: Keogh Rosenberg; dibo@frontiernet.net
Subject: minor record survey

Attached is a minor record survey plat for Hamblin on the corner of Spanish Valley Drive and Spanish Trail for your review.

I've also sent notice to the applicant that they will need your signature prior to getting on an agenda for Council.

Thanks, Mary

Mary Hofhine

From: Lawley, Gary <Gary.Lawley@rockymountainpower.net>
Sent: Friday, April 01, 2016 1:27 PM
To: Mary Hofhine
Subject: RE: minor record survey for Georgia Hamlin; 3910 E Spanish Trails Rd. & Spanish Valley Dr.

Well then; Rocky Mountain Power is good w/ Georgia Hamlin minor subdivision @ 3910 E Spanish Trails Rd.

Signed; gary lawley

Mary Hofhine

From: Phillip Mosher <mfd1@frontiernet.net>
Sent: Tuesday, March 29, 2016 11:00 AM
To: Mary Hofhine
Subject: Re: minor record survey

Mary,

I do not see anything that would require changes at this time.

Phillip Mosher / Chief
Moab Valley Fire Department

Mary Hofhine

From: Dana Van Horn <dana@grandwater.org>
Sent: Tuesday, March 29, 2016 10:38 AM
To: Mary Hofhine; Mark Sovine
Subject: Hamblin
Attachments: gwssa.copier@gmail.com_20160329_103940.pdf

Dear Mary,

Attached is the approved will serve for the Hamblin subdivision. The Agency has no easement issues or requirements with the property. Please let me know if you need anything else for your process.

Thanks,
Dana

Dana Van Horn
GWSSA
Ph. (435) 259-8121
www.grandwater.org
3025 E. Spanish Trail Rd.
Moab, UT 84532

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

April 13, 2016

Mary Hoffine, Development Coordinator
Grand County
125 E. Center
Moab, Utah 84532

Subject: Georgia Hamblin Subdivision – Request for Drainage Plan Waiver – Approval

Dear Mary:

I have reviewed the additionally submitted documents dated March 21, 2016 and the request for a waiver of providing a drainage report for Georgia Hamblin Property Subdivision located on Spanish Trial Road and Spanish Valley Drive. Per Grand County Construction Standards Section 2.E requirements for a Waiver of Drainage Study and information submitted is listed below:

Sec. 2.E. Waiver of a drainage study requirements

1. A waiver of the drainage Study requirements will be considered when the following conditions exist:
 - a. The amount of impervious surface will not be increased to more than 15 percent of the lot area and is less than 7,000 square feet. – Response: The submitted response shows calculations for a net change of impervious area of less than 15% of the lot area (less than 7000 square feet). This condition is has been met.

A note will be required on the final plat for this condition to be met.

Plat Note: 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 drainage improvements in accordance with the requirements of the *Grand County Land Use Code Sec. 6.7A, Drainage Detention Basin*, prior to the issuance of a building permit.

- b. The site is not characterized by unusual topography of drainage patterns. – Response: The plat shows a 31 foot Public Drainage Easement bisecting Lot “B”. This is typical of the topography in the area. The plat shows adequate building area within the lot. Any modifications/alterations to the existing drainage channel shall be approved by the County Engineer and in compliance with applicable State and Federal Law. No unusual topographic or drainage patterns exist.
 - c. The site does not lie within the boundaries of the 100 year floodplain or other significant floodplain or floodway. – Response: The submitted map shows the parcels outside of the FIRM 100 flood zone.

Upon review of the submitted documents and submitted information the request for waiver of the drainage report conditions have been meet and is approved.

This review was for the waiver of drainage report and does not include a review of any other code requirement as they were not part of the information submitted.

Please contact me if you have questions or need additional information.

Sincerely,
HORROCKS ENGINEERS



David Dillman, P.E.
Principal

cc:
File