GRAND COUNTY COUNCIL
REGULAR MEETING

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

AGENDA
Tuesday, July 19, 2016

4:00 p.m.

- **Call to Order**
- **Pledge of Allegiance**
- **Approval of Minutes** (Diana Carroll, Clerk/Auditor)
  - A. June 21, 2016 (Housing Workshop & County Council Meeting), postponed from July 5, 2016
  - B. July 5, 2016 (Mid-year budget update and Certified tax rate workshop & County Council Meeting)
  - C. July 12, 2016 (County Council Special Meeting – Canvass of the Primary Election)
  - D. July 13, 2016 (County Council Special Meeting – Discussion with Sally Jewell, U.S. Secretary of the Interior)
- **Ratification of Payment of Bills**
- **Elected Official Reports**
- **Council Administrator Report**
- **Department Reports**
  - E. Announcement regarding CIB grant/loan funding for Canyonlands Field Airport terminal expansion (Judd Hill, Airport Manager)
  - F. 2015 Old Spanish Trail Arena Recreation Complex (OSTARC) Report (Steve Swift, Manager)
- **Agency Reports**
- **Citizens to Be Heard**
- **Presentations**
- **Discussion Items**
  - G. Discussion of two compensation systems/methods of job and wage evaluation (Graig Thomas, Human Resources Director)
  - H. Discussion on recommended revisions to the Policies and Procedures of the Governing Body: Section N "Motions" (continued), Section O "Reading and Passage of Ordinances" and Section P "Reading and Passage of Resolutions" (Ruth Dillon, Council Administrator and Council Study Committee Members Tubbs, Hawks, and McGann) *(allow 30 minutes)*
  - I. Calendar items and public notices (Bryony Chamberlain, Council Office Coordinator)
- **General Business- Action Items- Discussion and Consideration of:**
  - J. Approving proposed bid award for supply of ballfield diamond dirt at the Old Spanish Trail Arena Recreation Complex (OSTARC) (Steve Swift, OSTARC Manager)
  - K. Approving proposed ground lease agreements at Canyonlands Field Airport between Grand County and A) Eagle North Shore Properties, LLC; B) CC Rentals, LLC; and C) Charles Henderson (Judd Hill, Airport Manager)
  - L. Approving proposed sub-lease agreements for hangar use at Canyonlands Field Airport between A) CC Rentals, LLC and Robert Paul Gray; B) Charles Henderson and Keith McBeth; and C) Charles Henderson and Ben Black (Judd Hill, Airport Manager)

M. Approving proposed ground lease agreement with Redtail Air for a bulk fuel storage facility (fuel farm) at Canyonlands Field Airport (Judd Hill, Airport Manager)

N. Approving proposed contract award to a media company to purchase radio, TV, and digital for the Moab Area Travel Council for calendar year 2017 (Elaine Gizler, Moab Area Travel Council Executive Director)

O. Approving proposed contract award to an advertising agency for re-design and layout of the new Moab Area Travel Council Planner (Elaine Gizler, Moab Area Travel Council Executive Director)

P. Approving proposed bid award for the construction of a Pavilion at the Grand Center (Verleen Striblen, Grand Center Program Director)

Q. Adopting proposed resolution approving Final Plat for Courthouse Wash Subdivision Planned Unit Development (PUD) (Mary Hofhine, Community Development Representative)

R. Approving proposed letter to the BLM regarding Grand County's position on the Six County Infrastructure Coalition's decision to move forward with an Environmental Assessment (EA) for the Book Cliffs transportation/utility corridor (Chairwoman Tubbs)

- **Consent Agenda- Action Items**

S. Approving proposed Cooperative Grant Agreement for Noxious Weed Management with Forestry, Fire & State Lands for FY2017

T. Approving proposed retail beer license for Moab KOA, located at 3225 US 191

- **Public Hearings- Possible Action Items**

U. Public hearing to hear public input on proposed Rim Village Vistas Phase V Planned Unit Development (PUD) Preliminary Plat (Mary Hofhine, Community Development Representative)

- **General Council Reports and Future Considerations**
- **Closed Session(s)** (if necessary)
- **Adjourn**

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS. In compliance with the Americans with Disabilities Act, individuals with special needs requests wishing to attend County 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.

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

June 21, 2016

2:00 p.m.
Joint County Council – County Planning Commission Workshop
A. Housing Workshop (Zacharia Levine, Community Development Director)
Continued discussion occurred between County Council, City Council and Planning Commission members regarding housing issues recapping the progress of prior workshops. Update of the legislation that has occurred with the County Council and discussion regarding housing work in progress.

Recess at 3:25 p.m.

The Regular Session of the Grand County Council was called to order at 4:00 p.m. by Chair Elizabeth Tubbs on the above date in the Council Chambers of the Grand County Courthouse located at 125 East Center Street, Moab, Utah. In attendance were Council Members Elizabeth Tubbs, Chris Baird, Lynn Jackson, Rory Paxman, Mary McGann, Jaylyn Hawks, and Ken Ballantyne along with Grand County Clerk/Auditor Diana Carroll and Council Administrator Ruth Dillon. The Pledge of Allegiance was led by Council Member Jaylyn Hawks. Council Member Paxman was excused temporarily.

Approval of Minutes (Diana Carroll, Clerk/Auditor)
B. June 1, 2016 (County Council Special Meeting: Public Lands Initiative Update)

C. June 7, 2016 (County Council Meeting)

MOTION: Motion by Council Member Chris Baird to approve minutes of the June 1 and 7, 2016 Council Meetings, as corrected. Motion seconded by Council Member Mary McGann carried 6 – 0.

Ratification of Payment of Bills
MOTION: Motion by Council Member Chris Baird to approve payment of bills presented in the amount of $916,895.55. Accounts payable check numbers 92941 - 93150 totaling $724,494.06 and payroll in the amount of $192,401.49 confirming all bills presented were within budgeted appropriations. Motion seconded by Council Member Jaylyn Hawks carried 6 - 0 by roll-call vote.

Council Administrator Report
Ruth Dillon recently attended the Open Meetings training.

Department Reports
Agency Reports
D. Housing Authority of Southeastern Utah (HASU) Quarterly Report (Benjamin Riley, HASU Executive Director)
HASU Executive Director Benjamin Riley gave the quarterly report of activities including financial report, Section 8/Housing Choice Voucher, Crown homes, Cinema Courts, Virginian Apartments, self-help program, Quarter Horse Flats, Valley View Subdivision, and future planned development.

Discussion Items
E. Discussion on Grand County's position on the Six County Infrastructure Coalition's decision to move forward with an Environmental Assessment (EA) for the Book Cliffs Transportation Corridor (Chairwoman Tubbs)
Chair Tubbs led the discussion which she initiated after learning at the CIB funding meeting that Board Members did not clearly understand where Grand County stood regarding the Six County Infrastructure Coalition and the Environmental Assessment for the Book Cliff Transportation Corridor.

Council Member Paxman returned to the meeting at 4:28 p.m.

F. Discussion on recommended revisions to the Policies and Procedures of the Governing Body: Section K "Agenda," Section L "Council Chambers," and Section M "Voting" (Ruth Dillon, Council Administrator and Council Study Committee Members Tubbs, Hawks, and McGann) ***(allow 30 minutes)***

G. Discussion on calendar items and public notices (Bryony Chamberlain, Council Office Coordinator)

General Business- Action Items- Discussion and Consideration of:

H. Approving proposed Four Corners Community Behavioral Health, Inc. FY2017 Annual Area Plan (Karen Dolan, Director, Four Corners Community Behavioral Health, Inc.)

MOTION: Motion by Council Member Chris Baird to approve the proposed Four Corners Community Behavioral Health, Inc. for FY2017 Annual Area Plan and authorize the Chair to sign all associated documents. Motion seconded by Council Member Mary McGann carried 7 – 0.

I. Approving Discretionary Funds of $3,700 toward a new part-time community-funded position "Grand County Community Coalition Coordinator" for the new community organization, Grand County Communities That Care, and appointing a Council Member to a seat on its Community Key Leader Board (Chairwoman Tubbs)

MOTION: Motion by Council Member Chris Baird to approve Discretionary Funds of $3,700 toward a new part-time community-funded position entitled "Grand County Community Coalition Coordinator" for the Moab Community Action Coalition, and appoint Council Member Tubbs to a seat on its Community Key Leader Board. Motion seconded by Council Member Ken Ballantyne. Council Member Jackson asked to clarify the legal composition of the coalition. Council Member Hawks was skeptical about key community leaders and boards coming together but hoped for specific action to be presented next year. Motion carried 7 – 0.

J. Approving proposed grant agreement with the Utah Weed Supervisor Association for noxious weed control of the Giant Reed, *Arundo donax* (Tim Higgs, Weed Supervisor)

MOTION: Motion by Council Member Mary McGann to approve the proposed Utah Weed Supervisor Grant Agreement for the control of Giant Reed or Arundo donax in part of the County, and for the Chair to sign all associated documents or initial any associated documents. Motion seconded by Council Member Rory Paxman carried 7 – 0.

K. Approving proposed letter to Moab City acknowledging notice of petition to annex 1.54 acres, more or less, of property located in unincorporated Grand County at approximately 400 East and Raspberry Lane and requesting full consideration of annexation of all parcels located within "islands" of the county (Zacharia Levine, Community Development Director)

MOTION: Motion by Council Member Chris Baird to send the amended letter and authorize the Chair to sign all associated documents. Motion seconded by Council Member Mary McGann carried 7 – 0.

L. Approving proposed Repurchase/Buyback Agreement with Honnen Equipment for one new John Deere 544K Wheel Loader (Bill Jackson, Road Department Supervisor)

MOTION: Motion by Council Member Chris Baird to approve the purchase of one new John Deere 544K Loader from Honnen Equipment for the Grand County Road Department in the amount of $126,911.00 and authorize the Chair to sign all associated documents. Motion seconded by Council Member Lynn Jackson carried 7 – 0.

M. Approving purchase of 2016 Ford F-150 from Ken Garff Ford for the Road Department (Bill Jackson, Road Department Supervisor)

MOTION: Motion by Council Member Chris Baird to approve the purchase of one 2016 Ford F-150 pickup from Ken Garff Ford for the Road Department for the amount of $24,419.75 and authorize the Chair to sign all associated documents. Motion seconded by Council Member Jaylyn Hawks carried 7 – 0.

N. Approving proposed letter of invitation to Secretary Jewell of the U.S. Department of Interior to celebrate the signing of the BLM's Moab Master Leasing Plan this summer (Council Member Baird)
MOTION: Motion by Council Member Chris Baird to approve sending the proposed letter to Secretary Sally Jewell of the U.S. Department of Interior to celebrate the signing of the BLM's Moab Master Leasing Plan this summer and authorize the Chair to sign the letter. Motion seconded by Council Member Mary McGann. Council Member Jackson spoke in opposition of the MLP and the letter. Motion carried 4 -3 with Council Members Ballantyne, Jackson and Paxman opposed.

Consent Agenda- Action Items
O. Ratifying match-required grant application submitted to the Federal Lands Access Program (FLAP) for an alternative transportation project along the Colorado River—the Half-Mile Gap—for potential ~~2017~~ 2019 or later funding, indicating UDOT as lead agency for grant and project administration in cooperation with Central Federal Lands Highway Division

P. Ratifying the Chair's signature on Utah Department of Corrections Intergovernmental County Jail Agreement for the period July 1, 2016 through June 30, 2019

Q. Ratifying the Chair's signature on state professional services contract with Geographic Information Services, Inc. for GIS Pay-As-You-Go Support Block Services in an amount not to exceed $15,000 for time and materials

MOTION: Motion by council Member Rory Paxman to approve the Consent Agenda and authorize the Chair to sign all associated documents. Motion seconded by Council Member Chris Baird carried 7 – 0.

General Council Reports and Future Considerations
Council Member McGann
- Attended Solid Waste Special Service District meeting.

Council Member Ballantyne
- Expressed concern regarding Mineral Lease funds.

Council Member Hawks
- Attended Council on Aging meeting.

Council Chair Tubbs
- Attended the Intergenerational Poverty meeting.
- Attended the Coal Miners Memorial dedication.
- Will attend CCP.

Council Member Baird
- OSTA is working on an agreement with GWSSA to move a pressure valve.

Adjourn
The meeting was adjourned at 5:58 p.m.

_____
Elizabeth Tubbs
Grand County Council Chair

ATTEST:

_____
Diana Carroll
Grand County Clerk/Auditor

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

July 5, 2016

2:00 p.m.

A. Mid-year budget update (Diana Carroll, Clerk/Auditor)

Grand County Clerk/Auditor gave a mid-year financial report and highlights of 2015 county operations. The County's major governmental funds reported combined 2015 ending fund balances of $9,700,602, which is an increase of $1,315,861 over the prior year.

B. Certified tax rate workshop (Diana Carroll, Clerk/Auditor)

The certified tax rate setting process begins with the budgeting process. Entities estimate how much property tax revenue they need for the coming year. The County Assessor and State Tax Commission provide valuation information to the County Auditor, including changes resulting from reappraisal, factoring and legislative adjustments.

Recess at 3:45 P.M.

The Regular Session of the Grand County Council was called to order at 4:00 p.m. by Chair Elizabeth Tubbs on the above date in the Council Chambers of the Grand County Courthouse located at 125 East Center Street, Moab, Utah. In attendance were Council Members Elizabeth Tubbs, Chris Baird, Rory Paxman, Mary McGann, Jaylyn Hawks, and Ken Ballantyne along with Grand County Clerk/Auditor Diana Carroll and Council Administrator Ruth Dillon. Council Member Lynn Jackson was absent. The Pledge of Allegiance was led by County Council Candidate Greg Halliday.

Approval of Minutes (Diana Carroll, Clerk/Auditor)

C. June 21, 2016 (Housing Workshop & County Council Meeting)

Action postponed until the next meeting.

Ratification of Payment of Bills

MOTION: Motion by Council Member Chris Baird to approve payment of bills presented in the amount of $621,628.74. Accounts payable check numbers 93151 - 93299 totaling $428,819.97 and payroll in the amount of $192,808.77 confirming all bills presented were within budgeted appropriations. Motion seconded by Council Member Rory Paxman carried 7 - 0 by roll-call vote.

Elected Official Reports

Grand County Clerk/Auditor requested a Special Council Meeting on July 12, 2016 at 1:00 p.m. to Canvass the 2016 Primary Election.

Council Administrator Report

Ruth Dillon reported that the EMS assessment has begun.

Department Reports

D. 2015 Road Department Report (Bill Jackson, Supervisor)

Grand County Road Supervisor Bill Jackson gave the annual report of 2015 activities. Major activities include chip seal, spring and fall road maintenance, crack seal, Mill Canyon improvements, Blue Hills Road stabilization, and improvements on Spring Canyon, Fisher Towers and Kane Creek Roads. The Road Department also responded to many call-out emergencies and responses from law enforcement and local residents.

Presentations

E. Presentation on Manti-La Sal National Forest Plan Revision (Tami Conner, Forest Planner, Manti-La Sal National Forest)

Manti-La Sal National Forest, Forest Planner, Tami Conner announced that they are beginning revision of its Forest Plan. The Forest Plan provides a broad program-level direction for management of the National Forest land and its resources. A core team of 4 employees are leading the revision process with an interdisciplinary team of around 20 employees to serve as resource specialists.

Discussion Items

F. Discussion on associated Special Assessment District and clarification on the County's role, process and inherent liabilities (Randy Larsen, Bond Counsel, Ballard Spahr; Alex Buxton, Vice President, Zions Bank Public Finance; Zacharia Levine, Community Development Director; and Joe Spencer, Utah P3)

The Planning Commission recently approved, with conditions, the Sage Creek Preliminary Plat. The Black Oak Development Group desires to utilize a special area assessment bond to finance the public improvements associated with the development and a C-PACE (Commercial Property Assessed Clean Energy) bond to finance energy efficient components of their project. Randy Larsen, Bond Counsel and Alex Buxton, Zions Bank Public Finance, both representing Grand county, led the discussion regarding the limited obligation of the county in this process.

Council Member Baird spoke to the hi-density and short-term monthly rentals allowed on this project.

Council Member Jackson echoed Council Member Baird's concerns.

Joe Spencer with Utah P3 represented the developer who wants to build a long-term relationship with the County as a developer and who has the capacity to provide other housing and infrastructure projects.

G. Discussion on recommended revisions to the Policies and Procedures of the Governing Body: Section N "Motions" (Ruth Dillon, Council Administrator and Council Study Committee Members Tubbs, Hawks, and McGann) ***(allow 30 minutes)***

H. Discussion on calendar items and public notices (Bryony Chamberlain, Council Office Coordinator)

General Business- Action Items- Discussion and Consideration of:

I. Approving proposed agreement with Grand Water & Sewer Service Agency (GWSSA) for infrastructure and irrigation Pressure Reducing Valve (PRV) installation at the Old Spanish Trail Arena Recreational (OSTARC) Complex for increased water pressure to ball fields (Steve Swift, OSTARC Manager)

MOTION: Motion by Council Member Mary McGann to approve the proposed agreement with Grand County Water and Sewer Agency, for infrastructure and irrigation PRV installation at OSTA Recreational Complex for increased water pressure to ball fields and authorize the Chair to sign all associated documents. Motion seconded Member Chris Baird carried 7 – 0.

J. Approving contract award to complete Grand County's Resource Management Plan (CRMP) as required by House Bill (HB) 219 (Zacharia Levine, Community Development Director)

MOTION: Motion by Council Member Lynn Jackson to approve the contract award to Rural Community Consultants in the amount of $50,000 to complete Grand County's Resource Management Plan as required by HB 219, and authorize the Chair to sign all associated documents. Motion seconded by Council Member Ken Ballantyne carried 7 – 0.

K. Adopting proposed resolution approving the filing of cross-appeals to 2016 appeals filed by taxpayer's subject to central assessment (Diana Carroll, Clerk/Auditor)

MOTION: Motion by Council Member Chris Baird to adopt the proposed resolution approving the filing of cross-appeals to 2016 appeals filed by tax payers subject to central assessment. Motion seconded by Council Member Rory Paxman carried 7 – 0.

L. Approving proposed resolutions adopting the 2016 certified tax rates (Diana Carroll, Clerk/Auditor)

MOTION: Motion by Council Member Chris Baird to adopt the proposed resolutions approving the 2016 certified tax rates to collect property tax as follows:

General Operations .001809 x $1,430,783,594 = $2,588,288

Library Operations	.000459 x $1,430,783,594 =	656,730
Library Bond	.000112 x $1,430,783,594 =	160,100
Multicounty A & C	.000011 x $1,430,783,594 =	15,739
County A & C	.000457 x $1,430,783,594 =	653,868
TOTAL	**.002848**	
County GO Bond	.000132 x $1,430,783,594 = $	188,373

Motion seconded by Council Member Mary McGann carried 7 – 0.

Consent Agenda- Action Items

M. Approving proposed maintenance contract with Frontier Communications for 6th Year Maintenance of E911 Intrado Viper Equipment and Software and authorize the Chair to sign the associated grant agreement from Utah Communications Authority

N. Ratifying the Chair's signature on an interagency coordination and sub-recipient contract agreement between Southeastern Utah Association of Local Governments (SEUALG), Area Agency on Aging for Human Services Programs for the Grand Center in the amount of $110,832 for FY2016

O. Ratifying the Chair's signature on a contract agreement between Southeastern Utah Association of Local Governments (SEUALG) Area Agency on Aging for Senior Service Programs in the amount of $2,000 for FY2016

MOTION: Motion by Council Member Chris Baird to approve the Consent Agenda as presented. Motion seconded by Council Member Rory Paxman carried 7 – 0.

General Council Reports and Future Considerations

Council Member Jackson
- GWSSA is working to hire a replacement for Mark Sovine.

Council Chair Hawks
- Attended the Intergenerational Poverty meeting.

Council Chair Tubbs
- Will attend the CIB meeting regarding Airport funding request.

Council Member Paxman
- Attended the Chamber of Commerce meeting welcomed Crooked Strokes as a new business in town.

Council Member Baird
- Recreation District is working to move the pressure reducing valve.
- State-wide mineral lease payments did not go down.

Ruth Dillon
- Andy Smith and Kirstin Peterson are working on the "for" arguments for the sales tax election question.

Adjourn

The meeting was adjourned at 6:45 p.m.

_____
Elizabeth Tubbs
Grand County Council Chair

ATTEST:

_____
Diana Carroll
Grand County Clerk/Auditor

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

July 12, 2016

The Grand County Council met in Special Session on the above date in the Council Chambers of the Grand County Courthouse located at 125 East Center Street, Moab, Utah. Chairman Elizabeth Tubbs called the Council meeting to order at 1:10 p.m. In attendance were Council Members Elizabeth Tubbs, Chris Baird, Mary McGann and Jaylyn Hawks along with Grand County Clerk/Auditor Diana Carroll, Council and Administrator Ruth Dillon. Council Members Lynn Jackson, Ken Ballantyne and Rory Paxman were absent.

A. Canvass of the Grand County 2016 Primary Election
Staff from the Clerk's Office presented the official results of the 2016 Grand County Primary Election along with the results of a state-wide audit of 1% of the paper ballots used in the by-mail election.

MOTION: Motion by Council Member Mary McGann to approve the Official Election results of the 2016 Grand County Primary Election. Motion seconded by Council Member Jaylyn Hawks carried 4 – 0.

Adjourn
The meeting was adjourned at 1:15 p.m.

Elizabeth Tubbs
Grand County Council Chair

ATTEST:

Diana Carroll
Grand County Clerk/Auditor

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

July 13, 2016

The Grand County Council met in Special Session on the above date in the Council Chambers of the Grand County Courthouse located at 125 East Center Street, Moab, Utah. Chairman Elizabeth Tubbs called the Council meeting to order at 6:35 p.m. In attendance were Council Members Elizabeth Tubbs, Chris Baird, Lynn Jackson, Rory Paxman Mary McGann and Jaylyn Hawks along with Grand County Clerk/Auditor Diana Carroll, Council and Administrator Ruth Dillon. Council Member Ken Ballantyne was absent.

A. Discussion with Sally Jewell, U.S. Secretary of the Interior
Introductions occurred of BLM and Forest Service officials along with staff from the Utah Delegation. Discussion centered around the BLM's Draft Master Leasing Plan and Congressman Rob Bishop's Public Lands Initiative. Council Members were invited by the Secretary to voice their opinion regarding each item of discussion.

Adjourn
The meeting was adjourned at 7:35 p.m.

_____
Elizabeth Tubbs
Grand County Council Chair

ATTEST:

_____
Diana Carroll
Grand County Clerk/Auditor

AGENDA SUMMARY

GRAND COUNTY COUNCIL MEETING

JULY 19, 2016

Agenda Item: F

TITLE:	2015 Od Spanish Trail Arena Recreation Complex (OSTARC) Report
FISCAL IMPACT:	None
PRESENTER(S):	Steve Swift, OSTARC Manager

Prepared By:

Bryony Chamberlain
Council Office
Coordinator
435-259-1346

FOR OFFICE USE ONLY:

Attorney Review:
N/A

BACKGROUND:
Activities of OSTARC for 2015

ATTACHMENT(S):
OSTARC Manager's presentation to Council for 2015 activities.

OSTARC

MANAGERS PRESENTATION TO COUNCIL FOR 2015

Contents Of Presentation

- Contents
- 1 Events held in 2015
- 2 Revenue Raised
- 3 Annual Budget
- 4 Services To The Community
- 5 Financial Impact Study On OSTARC's Affect In The Community
- 6 OSTA's Possible Direction For The Next 10 Years
- 7 Maintenance/Improvements Completed
- 8 Initiatives Being Considered For The Future

1: OSTA Events Held In 2015

Total Events: 39

Paying Events: 28

Jan	Pam's Horse Clinic	Paid
Jan	Indoor Soccer	
Feb	Strong Kids Expo	
Feb	Horse Clinic	Paid
Feb	Indoor Soccer Tournament	
Feb	DOCNA – Dog Show	Paid
Mar	Jeep Safari – Jeep Event	Paid
Apr	NADAC – Dog Event	Paid
Apr	Roller Derby	Paid
May	USTRC Team Roping	Paid
May	Pam's Horse Clinic	Paid
May	Rally On The Rocks(UTV event)	Paid
May	Gone Moab	Paid
May	Sheriff's Department	
May	Gone Moab	Paid
May	Barrel for Bucks Barrel Racing	Paid
May	Roller Derby	Paid
June	Canyonlands Rodeo	
June	Roller Derby	Paid
June	MULEY Deer Youth Event	
July	Synergy Company Party	Paid
Aug	Sheriff's Dept Dutch Oven Party	
Aug	Pam's Horse Clinic	Paid
Aug	Relay for Life	Paid
Aug	FFA Mud Volleyball	
Sep	Red Rock 4 Wheelers	Paid
Sep	Pam's Horse Clinic	Paid
Sep	Red Rockin Rendezvous	Paid
Sep	Roller Derby	Paid
Oct	UVU Fire Dept Training	
Oct	Points & Pebbles Rock & Gem Show	Paid
Oct	Barrel for Bucks Barrel Racing	Paid
Oct	Roller Derby	Paid
Oct	Barrel for Bucks Barrel Racing	Paid
Nov	Scots on the Rocks	Paid
Nov	Indoor Soccer	
Dec	Indoor Soccer	
Dec	Pam's Horse Clinic	Paid
Dec	Los Jilibertos Virgin Mary Celebration	Paid

Chart Comparison Of Events Per Year

Total Events:

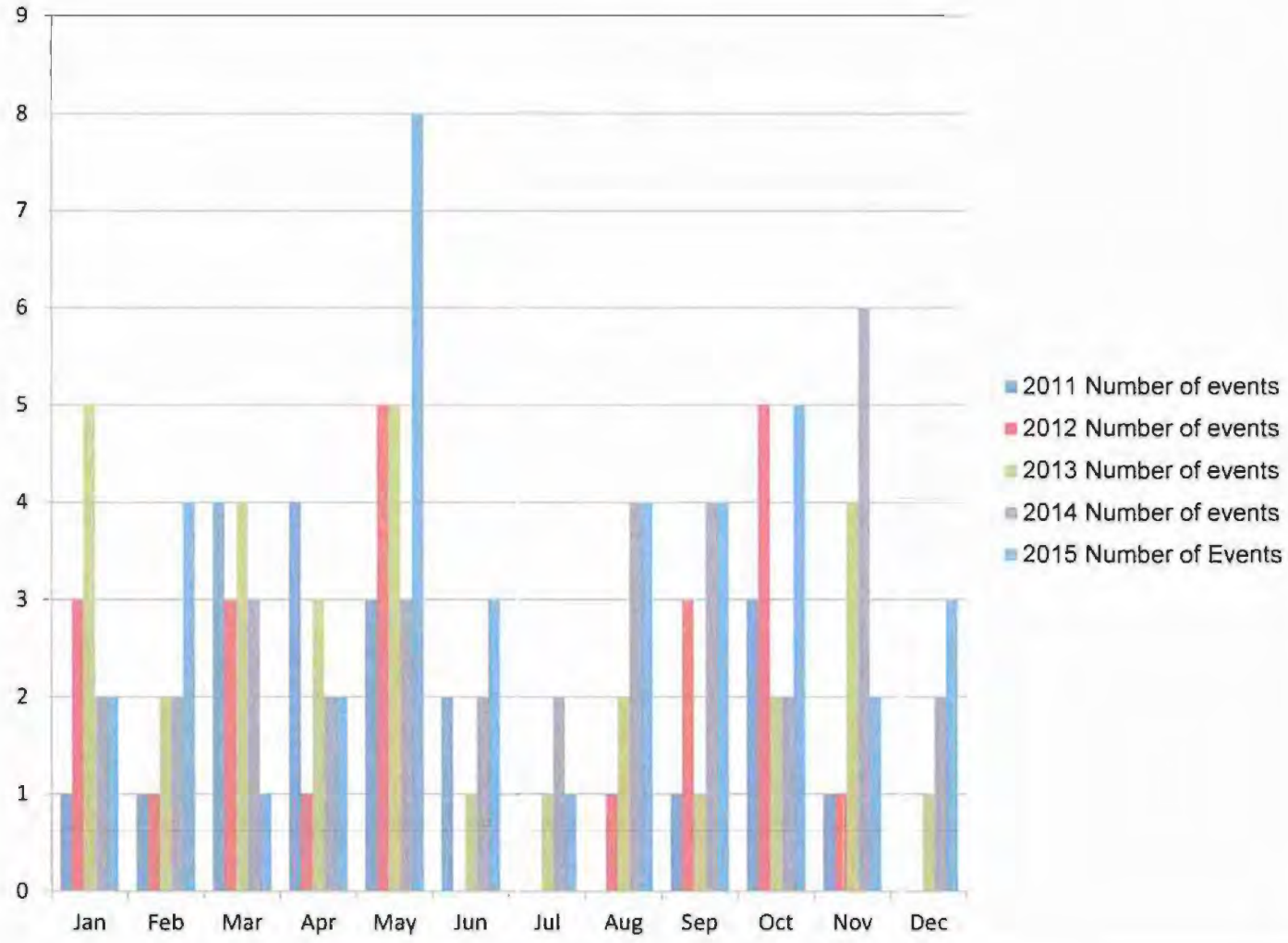
2011 = 20

2012 = 23

2013 = 31

2014 = 34

2015 = 39

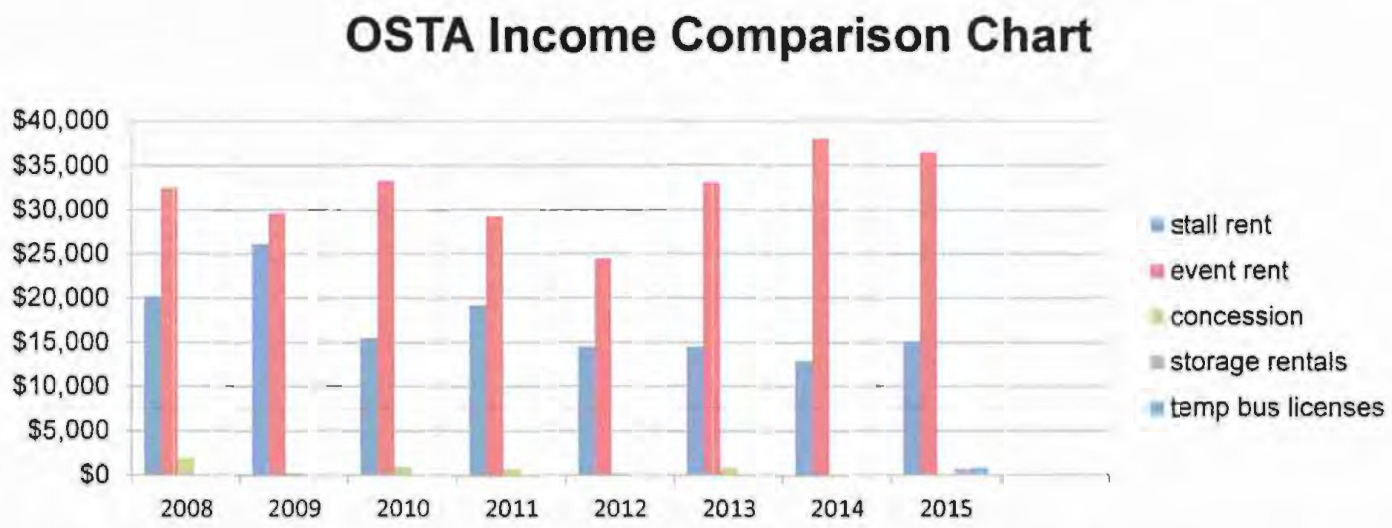


2: Revenue Raised

OSTA raised a total of: **$53,407.32**

The breakdown of the revenue received is as follows:

Stall Rent:	**$15,185.00**
Arena/Event Income:	**$36,533.00**
Temp Business Licenses:	**$830.00**
Storage Rentals:	**$730.00**
Concessions:	**$129.32**



3: Annual Budgets 2010-2015

- 2010 $239,824
- 2011 $228,252
- 2012 $230,479 (increase due to wage rises)
- 2013 $254,279 (increase due to wage rises)
- 2014 $271,550 (increase due to wage rises)
- 2015 $379,868 (increase due to wages & one additional employee for Ballfields & one for Arena area)

4: Service To The Community

(Impacts on budget without raising revenue)

- **<u>3067 Hours were available & approximately 2085 person hours were used by the community</u>**
- Open Riding: 2770 physical hours available. Approximately 730 person hours were used?
- Indoor Soccer: 64 hours equating to 960 person hours were used.
- Rodeo Committee: 36 hours equating to 360 person hours were used
- Outdoor Arena: 12 hours equating to 36 person hours were used
- Pickle Ball (Pavilion):
- Hang Gliders (Soccer Fields):
- Frisbee (Soccer Fields):

5: Community Fiscal Impact Study

Estimated Benefits To The Community Between $7.5 Mil and $9 Mil

	Date	Event holder	Total attenders	visitors to Moab	Time in moab	Gas $	Accommodation $	Food $	Temp Business licences $	Fun $	Misc Total $	Orts Rental Charge $	Grand Total to Moab community $
Jan	horse	Parrs Clinic	5	1	1	50	50	20	0	5	77	25	102
Jan	sport	Indoor Soccer	20	0	4	0	0		0	0	0	0	0
Feb	sport	Strong Kids Expo	60	1	1	50	0	75	0	10	487	0	487
Feb	horse	Parrs Clinic	5	1	1	50	50	20	0	5	77	25	102
Feb	sport	Soccer Tournament	60	20	3	15		5	0		1,050	0	1,050
Feb	dog	Decna	60	59	3	50	30	20	0	5	14,750	562	15,312
Mar	Motor	Jeep Safari	7750	4500	10	120	140	20	1,700	20	6,601,700	10,284	6,611,984
April	Dog	NADAC - Dog Event	non event		10						0		0
April	sport	Roller Derby	45	25	1	50	0	20		5	1,833	108	1,941
May	horse	USTRC Roping	400	380	3	70	40	20	10	20	119,710	3,179	122,889
May	horse	Parrs Clinic	5	1	1	70	50	20	0	5	77	25	102
May	Motor	Rally on the rocks	1400	1100	7	120	140	20	500	80	1,668,833	8,710	1,677,543
May	Motor	Gone Moab	80	70	2	120	140	20		20	21,933	390	22,323
May	Private	Fallen Peace Officers Car	150	100	1	50	20	20	0	0	7,917	150	8,067
May	horse	Barrel for bucks Racing-	100	90	2	70	20	20	200	5	15,200	1,686	16,886
May	sport	Roller Derby	45	25	1	50	0	20		5	1,833	108	1,941
June	horse	Canyon Lands Rodeo-	2500	500	3	70	120	20	0	10	182,500	0	182,500
June	sport	Roller Derby	non event		1						0		0
June	sport	Youth MULEY Deer Event	45	2	1	50		20			137	0	137
July	private	Synergy Party	150	2	1	50		20			137	990	1,127
Aug	Gov't	Sheriff's Dept Dutch Oven			1						0	0	0
Aug	horse	Parrs Clinic	5	1	1	70	0	20	0	5	77	25	102
Aug	community	Relay for Life	100	15	1	50	0	10	0	0	575	400	975
Aug	sport	Mud Volleyball	20	0	1	0	0	10	0	0	0	0	0
sept	Motor	Red Rock 4 Wheelers	100	60	2	120	120	40	0	30	25,100	96	25,196
sept	horse	Parr's Clinic	5	1	1	70	0	20	0	5	77	25	102
sept	Motor	RedRocking Rendezview	20	10	3	70	0	20	0	5	2,300	174	2,474
sept	sport	Roller Derby	45	25	1	50	0	20		5	1,833	108	1,941
Oct	Gov't	UVU Fire Dept Training	30	25	3	30	110	40		10	12,875	0	12,875
Oct	mineral	Moab rock and gem show	400	200	3	70	30	20	200	5	52,200	530	52,730
Oct	horse	Barrel for bucks Racing-	60	45	2	70	20	20	200	5	7,700	1,686	9,386
Oct	sport	Roller Derby	45	25	1	50	0	20		5	1,833	108	1,941
Oct	horse	Barrel for bucks Racing-	80	45	2	70	20	20	200	5	7,700	1,686	9,386
Nov	Folk	Scots on the rocks	2500	1200	3	70	120	20	40	20	438,040	2,380	440,420
Nov	sport	Indoor Soccer	30	2	5	0	0	10	0	0	300	0	300
Dec	sport	Indoor Soccer	30	2	6	0	0	10	0	0	360	0	360
Dec	horse	Parr's Clinic	5	1	1	70	0	20	0	5	77	25	102
Dec	community	Los Jilberitos Celebration	100	2	1								0
			16,290	8,530	82	1,895	1,220	660	3,050	285	9,188,661	33,460	9,222,121

6: OSTARC's Direction For Next 10 Years

- <u>Goal</u>
- To improve the viability of the Arena complex both as a business unit and as a service to the community by:-
- 1 Repairing and maintaining the existing facility
- 2 Improving the Arena's suitability for a, diverse range of events, its aesthetic appearance & cleanliness.
- 3 Making the best use of all of the land available.
- 4 Advertise the Arena as a viable event venue with the added benefits of a tourist destination.

7: Maintenance Completed

Maintenance Completed

- Repaired gutter drains in the wall cavity in the office area
- Electrical repairs and replacement of lamps(swapped with LED's)
- Sprinkler repairs, pump repairs and solenoid replacement
- Mapped out sprinklers, valves and stations for management of watering
- Stall repairs(door hinges, damaged panels)
- Replace 42 sheets of roofing iron damaged in storm
- Repaired storm washouts to roads and parking areas
- Pulled 10 acres of weeds at least 2 times

8: Improvements Completed

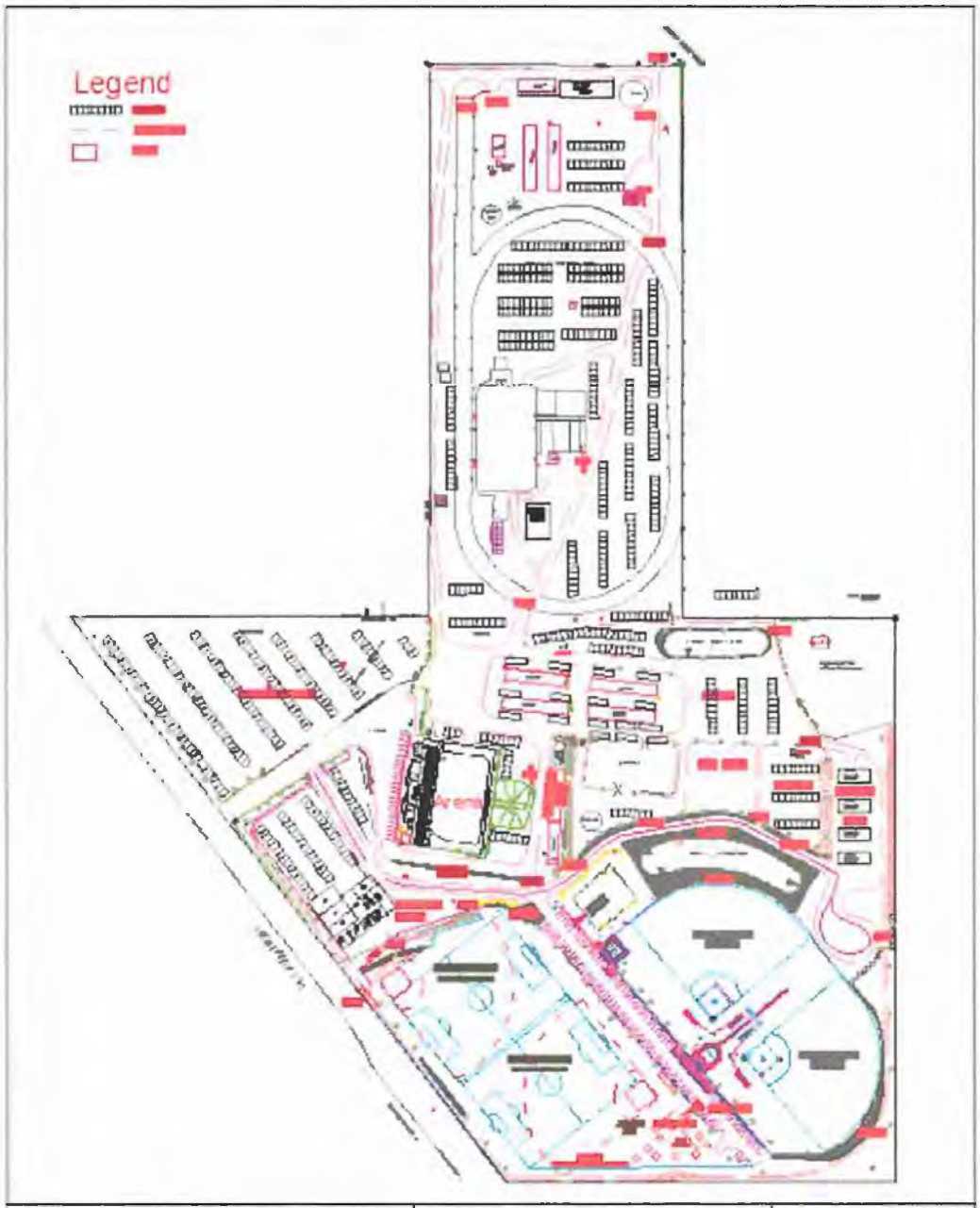
Improvements Completed

- Added a "bee inspired garden" with assistance from the BLM
- Added boards to the bottom of the arena rails to keep dust off walkway
- Stabilized barn C
- Manure bins built
- Soccer panel racks built
- Tumble weed implement built
- LED Safety lighting to arena on motion sensors

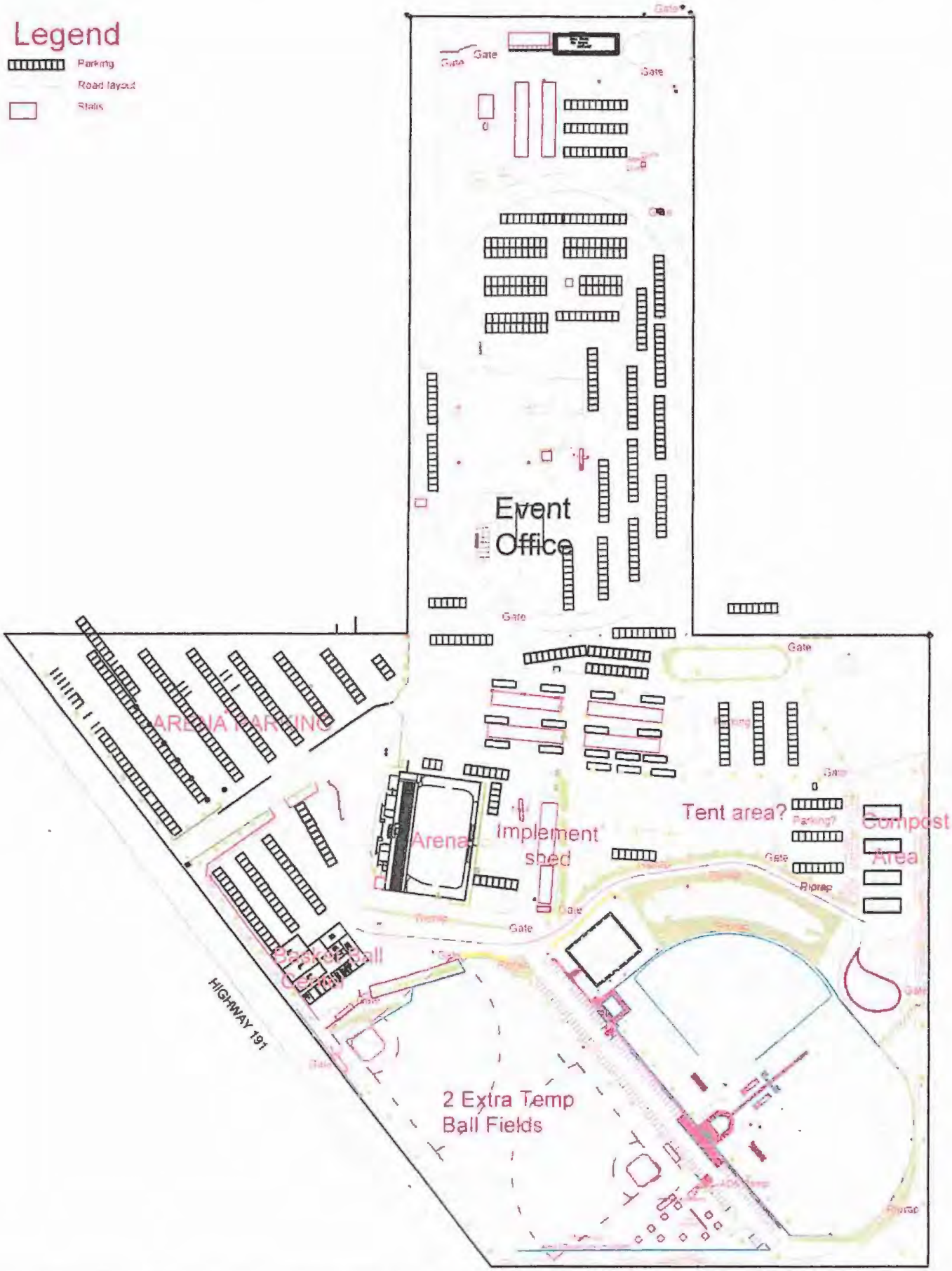
9: Initiatives Being Considered For The Future

- Solar energy harnessing(future project when it's more cost effective)
- Composting and native seeding
- Pollinator garden to be increased along boundary's
- Electrical lighting energy use reductions by controls and new fixtures
- Water savings
- Recycling
- Tree Planting
- World Trail
- Extra Room to arena
- Extra seating capacity to arena
- FFA facility

Site Plan Indicating Possible Development In The Future



OSTA Developement plan	Proposed Plan	Date 6-27-16



OSTA Developement plan	Proposed Plan	Date 6-27-16

OSTARC Innovations-Soccer Board Rack

OSTARC Innovations-Emergency Lighting

OSTARC Innovations - Arena Panel Boards

OSTARC Innovations – Marquis Flood Lights

OSTARC Innovations – Manure Bins

OSTARC Innovations – BIG (Bee Inspired Garden)

AGENDA SUMMARY

GRAND COUNTY COUNCIL MEETING

JULY 19, 2016

Agenda Item: G

TITLE:	Discussion of two compensation systems/methods of job and wage evaluation
FISCAL IMPACT:	None at this time
PRESENTER(S):	Graig Thomas – Grand County Human Resources Director

Prepared by:

GRAIG THOMAS
G.C. HR DIRECTOR
435-259-1323
GTHOMAS@GRANDCOUNYUTAH.NET

FOR OFFICE USE ONLY:

Attorney Review:

N/A

BACKGROUND:

The historic practice of using the average salaries of 4th, 5th and 6th class counties for doing job & wage comparisons is not viable because the data in the current ("Technet") compensation system is out of date and unreliable. However, we can utilize Market Driven Compensation Factors when evaluating the need to adjust wages or reclassify positions (until such time as a reliable study mechanism can be established to assist in such evaluations).

ATTACHMENT(S):

1. Document titled "County Class Comparison Studies VS Market Driven Compensation Factors"
2. Document titled "UTAH 4th and 5th Class Counties Participating in Technet*"

Attachment 1

County Class Comparison Studies VS Market Driven Compensation Factors

Last December, Council approved salary adjustments for all elected officials (except Council Members) based on the average salaries of the respective elected officials in the 4th and 5th class counties of Utah. The average salary for each position was calculated using data that the Utah Association of Counties (UAC) gathers and updates on an annual basis.

After these increases were approved, some council members wanted a similar study done of all other Grand County exempt employees to determine if adjustments might be appropriate for some (Department Heads, for example).

This study concluded that only two positions needed adjustment. However, these adjustments have not yet been made because it was discovered that the data in the "Technet" compensation system (the tool HR has used for such evaluations) is out of date and unreliable. See Attachment 2)

Therefore, "Technet" must be updated or a new compensation study mechanism found or devised, if we wish to continue this historic practice.

In the meantime, I recommend that we look at current "market driven compensation factors" and conditions that we are aware of, for determining whether or not we have positions that are underpaid. For example:

- The Wendover Airport Manager job in Tooele County is being recruited at a salary range of $71-77,500. We pay our Airport Manager in the mid $50's.
- The Moab Community Services Director has a salary range of $70 -90,000. We pay our Community Development Manager in the mid $50's.
- McDonald's is offering $11/hr. for fry cooks and we are offering candidates for our Asst. Food Service Manager job $11.89 + and can't get any takers.
- Some Sheriffs are offering step increases to new hires based on their years of prior experience.
- Some counties are offering housing allowances as incentives for candidates to relocate.
- The Utah Highway Patrol has recently raised its pay scales.
- The City of Moab has approved a 1.5% Cola for F.Y. 2017

These types of compensation issues can be addressed without comparing ourselves to the 4th and 5th class counties.

We can address them by selectively modifying our grade levels and/or increasing the steps in grade so that our wages are competitive in the markets within which we recruit, rather than based on the size of the county in which we live.

UTAH 4th and 5th Class Counties Participating in Technet*

***Compensation Survey System**

2016	2015	2014	2013	2012	2011	Not Part.
Grand (5)	Carbon (4)	Millard (4)*	Beaver (5)	Kane (5)	San Juan (4)*	Garfield (5)
Juab (5)	Duchesne (4)					San Pete (4)
Sevier (4)	Emery (5)					
Wasatch (4)	Morgan (5)*					

4 out of 14 (28%) have up to date info in system

*= Have not renewed their subscription to the System

Attachment 2

AGENDA SUMMARY **GRAND COUNTY COUNCIL MEETING** **JULY 19, 2016** Agenda Item: H	
TITLE:	Discussion on recommended revisions to the Policies and Procedures of the Governing Body: Section N "Motions" (continued), Section O "Reading and Passage of Ordinances" and Section P "Reading and Passage of Resolutions"
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:

To be requested after all sections are discussed

BACKGROUND:

On July 5th, the Council discussed all of Section N "Motions" with a request for inclusion of additional motion(s).

Additional topics for tonight's discussion are:

- Section N, Motions (continued)
  - Amending a Motion
  - Substituting a Motion
- Section O, Reading and Passage of Ordinances
- Section P, Reading and Passage of Resolutions

The Study Committee's redlined suggestions are provided for each of these sections, along with staff redlined suggestions on Amending a Motion and Substituting a Motion.

ATTACHMENT(S):

1. Redlined suggested changes

has been ~~stated by the Chair~~seconded. The Chair may request that the motion is submitted in written form prior to the motion being stated by the Chair.

2. Division of Motion: If the motion contains two (2) or more divisible propositions, the Presiding Officer may, and upon request of a Member shall, divide the same.

3. Motions Out of Order: The Presiding Officer may not at any time permit a member to introduce an ordinance, resolution, or motion out of the regular order as set forth in the agenda unless it is approved to do so by two-thirds (2/3) ~~majority~~majority vote.

3.4.Rescinding a Motion: A member may make a motion to rescind an entire main motion, resolution, order, or rule that has been adopted at some previous meeting. The effect of Rescind is to strike out.

4.5.~~Reconsideration of~~ Reconsidering a Motion: A motion may be reconsidered at any time ~~only~~ during the same meeting if the motion to reconsider is introduced by a Member who had voted ~~on~~ with the prevailing side. Only after the motion to reconsider has been approved by the majority can the main motion be considered.

5. Postponing a Motion: Any item on the agenda may be postponed until the next meeting or a specific future date. A motion to postpone shall give best efforts to include the future time of consideration and reason for postponement. A motion to postpone indefinitely means the item of discussion is postponed for an unspecified period of time.

6. Tabling a Motion: Any item on the agenda may be tabled until later in the meeting. ~~Afternoon or Evening Session only.~~ A motion to table temporarily suspends further consideration or action on an agenda item until later in the meeting. A motion to bring back to the table shall be made to resume discussion on the item tabled. An item to be considered at a future meeting shall be postponed.

7. Amending a Motion: Any main motion may be offered for amendment by a Member after the main motion has been seconded and is under debate. Per *Robert's Rules of Order Newly Revised In Brief (copyright 2011)*, "if a main motion might be more suitable or acceptable in an altered form, a proposal to change its wording (either to clarify or, within limits, to modify the meaning) before the main motion is voted on can be introduced by moving to Amend." To amend a motion is to make simple word changes to the motion by inserting or adding words, striking out words, or by striking out and inserting words. Any amendment of a main motion, 'friendly' or otherwise, must be adopted by the full body, either by a vote or by unanimous consent… It is proper for the Chair to ask if there is 'any objection' to adopting the amendment. If no objection is made, the Chair may declare the amendment adopted. If even one member objects, however, the amendment is subject to debate and vote like any other, regardless

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of whether its proposer calls it 'friendly' and regardless of whether the maker of the original motion endorses its adoption." If the motion to amend fails, the Chair returns to the question of the main motion.

6.8. Substituting a Motion: Similar to amending the wording of a motion, a motion may be made to substitute a motion for the pending motion by stating, "I move to amend by substituting for the pending motion the following ...." Upon receiving a second on the motion to substitute, the Chair asks the full body, "Are you ready for the question on the motion to substitute?" If the motion to substitute fails, the Chair returns to the question of the pending motion. If the motion to amend by substituting passes, the question is now on the motion proposed for substitution. The Chair will read the pending motion first, then the motion proposed as a substitute. The question is: "Shall the motion last read be substituted for the pending motion?"

~~7. Amending a Resolution or Ordinance: Amendments of resolutions and ordinances shall be approved by a majority vote of the Council and are subject to all of the provisions of this document's Sections O for ordinances and P for resolutions.~~

Robert's Rules of Order: Any specific questions regarding motions that are not addressed in this documentsection shall be determined by the edition of Robert's Rules of Order provided to the Council by the Council Administrator.

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O. Reading and Passage of Ordinances

All proposed ordinances to enact regulations of a general and permanent nature, enforceable as local law, shall require public hearings as described in Section S of these Policies and Procedures, and shall be subject to the following requirements for passage:

1. Printed Copies Due: In order to be considered, ~~typed or~~ printed or electronic copies of the proposed ordinance shall be in the possession of the Governing Body forty-eight (48) hours prior to the meeting.

2. Required Readings: Any Member may request a full reading; otherwise an ordinance shall be read by number and title only. An ordinance may be passed and adopted at any time after the reading.

3. Available to the Public: Copies of proposed ordinances shall be available to the public, when feasible, at the ~~County~~ Council offices and the Library not less than forty-eight (48) hours before the Governing Body convenes to act upon the ordinance. Should copies be not so available, said ordinance shall be ordered read in full before the vote thereon, upon request by any member of the public at the meeting.Waiver: The requirement relating to reading and passing of ordinances

are is considered waived by the Mmembership voting upon them without an objection being raised.

4. Effective Date: No ordinance passed by the Council shall take effect within less than fifteen (15) days of its publication in accordance with UCA 17-53-208 unless authorized otherwise by state code, such as for emergencies.

5. Amending an Ordinance: Amendments of ordinances shall be approved by a majority vote of the Council and are subject to all of the provisions of this section.

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P. Reading and Passage of Resolutions

All proposed resolutions are to express the opinion of the Mmembership on a matter of temporary or advisory nature or to handle administrative business and shall be subject to the following requirements for passage:

1. Printed Copies Due: In order to be considered, typed or printed or electronic copies of the proposed resolution shall be in the possession of the Governing Body forty-eight (48) hours prior to the meeting.

2. Required Readings: Any Mmember may request a full reading; otherwise said resolution shall be read by number and title only. A resolution may be passed and adopted at any time after the reading.

3. Available to the Public: Copies of proposed resolutions shall be available to the public, when feasible, at the County Council offices and the Library not less than forty-eight (48) hours before the hour the Governing Body convenes to act upon the resolution. Should copies be not so available, said resolution shall be ordered read in full before the vote thereon, upon request by any member of the public at the meeting.

4. Waiver: The requirement relating to reading and passing of resolutions are is considered waived by the Mmembership voting upon them without an objection being raised.

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5. Amending a Resolution: Amendments of resolutions shall be approved by a majority vote of the Council and are subject to all of the provisions of this section.

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Q. Decorum and Debate

1. Being Recognized: When a Member desires to speak or make a motion, they shall address themselves to "Mr./Madam Chair". Upon being recognized, they may address the Membership, staff or members of the public.

July 2016

June 2016						
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26	27	28	29	30		

August 2016						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29 ◆12:00PM Chamber of Commerce (Zions Bank) ◆5:00PM Agenda summaries Due	30	1	2
3	4 **Independence Day** ◆8:00AM County Offices Closed	5 ◆8:30AM Safety & Accident Review Committee (Chambers) ◆2:00PM 2pm Mid-Year Budget Update and Certified Tax Rate Workshop (Chambers) ◆4:00PM County Council Meeting (Chambers)	6	7 **CIB Mtg- Airport A** ◆5:30PM Mosquito Abatement District (District Office) ◆7:00PM Grand Water & Sewer Service Agency (District Office)	8 ◆10:00AM Historical Preservation Commission (Grand Center)	9
10	11 ◆12:30PM Council on Aging (Grand Center) ◆1:00PM Affordable Housing Task Force (Chambers) ◆5:00PM Airport Board (Chambers) ◆7:00PM Conservation District (Youth Garden Project)	12 ◆8:30AM Safety and Accident Review Commit… ◆12:00PM Trail Mix Committee (Grand Center) ◆1:00PM Canvass of the Primary Election (Chamb… ◆2:00PM USU Advisory Board (USU Moab) ◆5:00PM Forest Plan Revision Open House ◆5:30PM OSTA Advisory Committee (OSTA) ◆6:00PM Cemetery Maint… ◆6:00PM Transportation S…	13 ◆5:00PM Agenda Summaries Due ◆6:00PM Planning Commission and Housing Workshop - CANCELLED (Chambers) ◆6:30PM County Council Special Meeting - Secretary Jewel (Chambers) ◆7:00PM Thompson Springs Fire District (Thompson)	14 ◆4:00PM Solid Waste Management SSD - CANCELLED (District Office) ◆5:30PM Library Board (Library) ◆7:00PM Thompson Springs Water SSD (Thompson)	15	16 ◆1:00PM San Juan Cty Special Mtg (RE: Bears Ears) (San Juan County)
17	18	19 ◆12:00PM Chamber of Commerce (Zions Bank) ◆4:00PM County Council Meeting (Chambers)	20 ◆1:00PM Moab Area Watershed Partnership (Water District Office) ◆6:00PM Recreation SSD (City Chambers)	21 ◆12:00PM Housing Authority Board (Chambers) ◆1:30PM Exemplary / Performance Review Committee Meeting (Mary) (Chambers) ◆4:00PM Arches SSD (Fairfield Inn & Suites) ◆7:00PM Grand Water & Sewer Service Agency (District Office)	22 **2016 NACo Annual Con... ♦ Long Beach,**	23
24 **2016 NACo Annual Con... ♦ Long Beach,**	25 **Pioneer Day Obser** ◆8:00AM County Office Closed	26 ◆2:45PM Mental Health Board (Green River) ◆3:00PM Moab Tailings Project Steering Committee (Chambers) ◆5:00PM Public Health Board (Green River)	27 ◆5:00PM Agenda Summaries due ◆6:00PM Planning Commission (Chambers)	28 ◆1:00PM Association of Local Governments (ALG) (Price) ◆5:30PM Canyonlands Healthcare SSD (Moab Regional Hospital)	29 ◆11:30AM Joint City/County Council Meeting (Moab City Chambers)	30
31	1 ◆4:00PM Noxious Weed Control Board (Grand Center) ◆5:00PM Airport Board (Chambers)	2 ◆8:30AM Safety & Accident Review Committee (Chambers) ◆2:00PM Housing Workshop (Chambers) ◆4:00PM County Council Meeting (Chambers)	3	4 **Utah Rural Summit ♦ Cedar City** ◆1:00PM UDOT SR-128 Corridor Vision Workshop (Grand Center) ◆5:30PM Mosquito Abatement District (District Office) ◆7:00PM Grand Water & Sewer Service Agency (District Office)	5	6

August 2016

July 2016						
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September 2016						
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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1 ◆4:00PM - 4:00PM Noxious Weed Control Board (Grand Center) ◆5:00PM - 5:00PM Airport Board (Chambers)	2 ◆8:30AM - 8:30AM Safety & Accident Review Committee (Chambers) ◆2:00PM - 3:45PM Housing Workshop (Chambers) ◆4:00PM - 4:00PM County Council Meeting (Chambers)	3	4 **Utah Rural Summit ♦ Cedar City** ◆1:00PM - 1:00PM UDOT SR-128 Corridor Vision Workshop (Grand Center) ◆5:30PM - 5:30PM Mosquito Abatement District (District Office) ◆7:00PM - 7:00PM Grand Water & Sewer Service Agency (District Office)	5	6
7	8 ◆12:30PM - 12:30PM Council on Aging (Grand Center) ◆7:00PM - 7:00PM Conservation District (Youth Garden Project)	9 ◆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 - 6:01PM Cemetery Maintenance District (Sunset Memorial) ◆6:00PM - 6:00PM Transportation SSD (Road Shed)	10 ◆5:00PM - 5:00PM Agenda Summaries Due ◆6:00PM - 6:00PM Planning Commission (Chambers) ◆7:00PM - 7:00PM Thompson Springs Fire District (Thompson)	11 ◆4:00PM - 4:00PM Solid Waste Management SSD (District Office) ◆7:00PM - 7:00PM Thompson Springs Water SSD (Thompson)	12	13
14	15	16 ◆12:00PM - 12:30PM Chamber of Commerce (Zions Bank) ◆2:00PM - 3:45PM Housing Workshop (Chambers) ◆4:00PM - 4:00PM County Council Meeting (Chambers)	17 ◆9:00AM - 1:00PM Sewer Summit 2016 (Salt Lake City) ◆12:00PM - 12:00PM Children's Justice Center Advisory Board (City Chambers) ◆6:00PM - 6:00PM Recreation SSD (City Chambers)	18 ◆12:00PM - 12:00PM Housing Authority Board (City Chambers) ◆1:30PM - 3:30PM Exemplary / Performance Review Committee Meeting (Chambers (Jaylyn if available)) ◆4:00PM - 4:00PM Arches SSD (Fairfield Inn & Suites) ◆7:00PM - 7:00PM Grand Water & Sewer Service Agency (District Office)	19	20
21	22	23	24 ◆1:00PM - 1:00PM Homeless Coordinating Commitee (Zions Bank) ◆6:00PM - 6:00PM Planning Commission (Chambers)	25 ◆9:00AM - 9:00AM Canyon Country Partnership (Hideout Community Center, Monticello) ◆1:00PM - 1:00PM Association of Local Governments (ALG) (Price) ◆5:30PM - 5:30PM Canyonlands Healthcare SSD (Moab Regional Hospital)	26	27
28	29	30	31 ◆5:00PM - 5:00PM Agenda Summaries Due	1 ◆5:30PM - 5:30PM Mosquito Abatement District (District Office) ◆7:00PM - 7:00PM Grand Water & Sewer Service Agency (District Office)	2	3

▼

Employment Opportunities

Administrative Assistant - Old Spanish Trail Arena (OSTA)

Posted June 29, 2016 2:15 PM | Closes July 29, 2016 5:00 PM

Job Summary Under the direction of the OSTA Manager, performs administrative, secretarial duties and some cleaning duties at the Spanish Trail Arena. ... Full Description

Apply Online

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 September 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

GCSO Corrections Officer

Posted May 10, 2016 | Closes September 30, 2016 5:00 PM

Apply Online Job Summary Under the supervision of the Assistant Jail Commander the Corrections Officer is a sworn member of the Sheriff's Office whose work... Full Description

GCSO Drug Court Tracker

Posted May 10, 2016 | Closes September 30, 2016 5:00 PM

Apply Online Job Summary The Deputy Sheriff Drug Court Tracker under the direction of the Sheriff provides efficient public safety to the citizens of Grand County,... Full Description

MANAGER / ENTOMOLOGIST

Posted June 8, 2016 2:00 PM | Closes August 1, 2016 5:00 PM

MOAB MOSQUITO ABATEMENT DISTRICT JOB ANNOUNCEMENT MANAGER / ENTOMOLOGIST Full-time, exempt, work hours as necessary to... Full Description

AGENDA SUMMARY

GRAND COUNTY COUNCIL MEETING

JULY 19, 2016

Agenda Item: J

TITLE:	Approving proposed bid award for supply of ballfield diamond dirt at the Old Spanish Trail Arena Recreation Complex (OSTARC)
FISCAL IMPACT:	No adverse impact.-Budget $22000 –Recommended Bid $20800
PRESENTER(S):	Steve Swift, OSTARC Manager

Prepared By:

Steve Swift
OSTA Manager
435 259 6226

FOR OFFICE USE ONLY:

Attorney Review:

RECOMMENDATION:

I move to award the bid to LeGrand Johnson for supply of ballfield diamond dirt at a cost $20,800 and authorize the Chair to sign all associated documents.

BACKGROUND:

OSTARC ballfields was constructed with no funds available for dirt to the diamond areas as the cost of the project exceeded the budget allocation. The Recreation District Board authorized additional funds to supply the dirt which will be placed in position by OSTA staff. The professional dirt for baseball and softball diamonds is cost prohibitive so we had the City Ballfields Dirt analyzed and use that as the basis for the bid.

Reasoning for acceptance of the LeGrand Johnson Bid

OSTA"s ballfields diamond dirt bid attracted 3 bids

Dura Edge Utah - Ogden	$46200
LeGrand Johnson- Moab	$20800
Harrisons Field Services- Moab	$17550

I recommend LeGrand Johnson's bid for the following reasons:

1. LeGrand Johnsons bid was within budget.
2. They have the capacity to provide future dirt as they mix their own dirt and it complies with the gradation report which was based on the Moab City Ballfields sample.
3. Harrisons selected their dirt from an excavation site and there is no guarantee of future consistency.
4. The sample of dirt supplied looked like grey reject and when asked if it could be supplied in red, Harrison's had to go to Legrand Johnson to get red sand to mix in. This would be an extra cost of $95 per ton and LeGrand Johnson will mix it from their own stock for same price.

ATTACHMENT(S):

1. Gradation report on OSTA soil from Grand Valley Consulting, LLC
2. LeGrand Johnson Gradation report (very Close Match)
3. Bid analysis sheet

Grand Valley Consulting, LLC dba GEOTECHNICAL ENGINEERING GROUP

PHYSICAL PROPERTIES- GRADATION

Job No.: 4,068 Location: Spanish Trail Initiated By: JW Date: 1/21/2016

Soil Description: Sand, silty (SM) Arena

GRADATION	CUMMULATIVE PERCENT PASSING (%)
3"	100
1.5"	100
3/4"	100
3/8"	100
#4	99
#10	83
#40	55
#100	26
#200	17

#200 WASH	17.0 **%**	Gravel	1 %
		Sand	82 %
MOISTURE CONTENT	5.5 **%**	Clay	17 %

NOTE: Soil sample tested as received from the Grand County representative.

GRADATION/ATTERBERG LIMITS

ASTM XX CDOT
AASHTO Alternate

Job Number:	020826	Sample Number:	Blend 3
Phase Number:	020.06080	Date Sampled:	6/13/16
Project:	Baseball Dirt	Date Received:	6/13/16
Client:	LaGrand Johnson	Tested by:	NB
Material Type:	Red Rock CF/Hot Plant CF	Date Tested:	6/15/2016
Source:	Moab	Reviewed by:	NB
Sampled by:	Moab	Date Reviewed:	6/15/2016

Gradation

Tare Weight:	337.5
Wet Weight + Tare:	1999.4
Wet Weight:	1661.9
Dry Weight + Tare:	
Dry Weight:	1633.9
Loss:	28.0
Percent Moisture:	1.72
Weight after Wash + Tare:	1649.6
Weight After Wash:	1312.1

Moisture Content

Tare Weight:	673.0
Wet Weight + Tare:	1834.4
Wet Weight:	1161.4
Dry Weight + Tare:	1814.8
Dry Weight:	1141.8
Loss:	19.6
Percent Moisture:	1.72
-#200:	321.8
Total -#200:	358.1

Sieve	Wt. Ret.	% Ret.	% Pass.	Specs
4"	0.0	0.0	100.0	
3"	0.0	0.0	100.0	
2 1/2"	0.0	0.0	100.0	
2"	0.0	0.0	100.0	
1 1/2"	0.0	0.0	100.0	
1"	0.0	0.00	100.0	
3/4"	0.0	0.00	100.0	
1/2"	0.0	0.00	100.0	
3/8"	0.0	0.00	100.0	
#4	0.0	0.00	100.0	
#8	355.7	21.77	78.2	
#16	637.8	17.27	60.9	
#30	800.3	9.95	51.0	
#50	936.6	8.34	42.7	
#100	1099.0	9.94	32.8	
#200	1275.9	10.827	21.97	
Pan	1312.2	← within .3% of wt after wash.		
Total	358.1	21.915		

Liquid Limit	Trial 1	Trial 2	Trial 3
Tare Weight			
Wet Wt. + Tare			
Wet Weight	0.0	0.0	0.0
Dry Wt. + Tare			
Dry Weight	0.0	0.0	0.0
Weight of Water			
Number of Blows			
Correction Factor			
Corrected LL			

Plastic Limit	Trial 1	Trial 2	Trial 3
Tare Weight			
Wet Wt. + Tare			
Wet Weight	0.0	0.0	0.0
Dry Wt. + Tare			
Dry Weight	0.0	0.0	0.0
Weight of Water			
Plastic Limit			

LL = ((wt. water*100)/dry wt. soil)* correction factor
PL = (wt. water*100)/dry wt. soil
Plasic Index = Liquid Limit-Plastic Limit

Average Liquid Limit	
Average Plastic Limit	
Plastic Index	0

06/02 - Bid Opening - Ball Field Dirt - OSTA

Steve Swift
Jana Smith
Renee Baker

May 26 Jamie Farquahar
DuraEdge Utah Inc.
$46,200.00

May 27 Ryan Holyoak
LeGrand Johnson Const. Co
$20,800.00

May 27 Ashley Wareham
Harrisons Field Services
$17,550.00
240-9377 Dusty Wilson

AGENDA SUMMARY **GRAND COUNTY COUNCIL MEETING** JULY 19, 2016 Agenda Item: K	
TITLE:	Approving proposed ground lease agreements at Canyonlands Field Airport between Grand County and A) Eagle North Shore Properties, LLC; B) CC Rentals, LLC; and C) Charles Henderson
FISCAL IMPACT:	None
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:

Compete

RECOMMENDATION:

I move to approve the proposed ground lease agreements and enter into a continuation of three different 30 year ground lease agreements between Grand County and A) Eagle North Shore Properties, LLC; B) CC Rentals, LLC; and C) Charles Henderson and authorize the Chair to sign all associated documents.

BACKGROUND:

It was determined over the last year that several of the ground lease holders for hangars at Canyonlands Field Airport were in violation of the terms of their leases. Specifically, there were sub-lease agreements signed without permission of the county, and there were businesses operating out of the hangars. Both of these situations were in violation of the original boiler-plate lease, and both were occurring with full knowledge of the County.

Over the last several months, a new ground lease agreement was developed with the assistance of the Grand County Attorney's office that allows for businesses to operate.

These three different lease agreements will replace existing lease agreements. The terms and rates outlined in the new lease agreement do not change relative to the existing lease agreements, thus there is no fiscal impact associated. These changes will support local businesses, as well as help promote future business aviation development.

These lease agreements were received and recommended by the Airport Board for Council approval at the July 13, 2016 monthly meeting.

ATTACHMENT(S):

1. Proposed ground lease agreement for Eagle North Shore Properties, LLC.
2. Proposed ground lease agreement for CC Rentals, LLC.
3. Proposed ground lease agreement for Charles Henderson.

Ground Lease Agreement at Canyonlands Field between [Jon Bartell d.b.a. Eagle North Shore Properties LLC] and Grand County

This Ground Lease Agreement (this "**Lease**"), is made and entered into as of July 19th, 2016, by and between **Grand County**, a municipality of the State of Utah herein after referred to as "**County**" and **[Eagle North Shore Properties LLC]**, 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 (55ft'x67ft') 3675 square feet, more or less, as more particularly described in Exhibit "A" attached hereto.

1. TERM.

The term of this lease shall be for a period of [23.9] years commencing on [July 19, 2016] and shall expire at midnight on [June 15, 2040]. Tenant shall have the option to renew the term of this lease one (1) time for five (5) additional years 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 **$845.25**, payable in advance upon the execution of this Lease and on [January 1st of each year] or [the annual anniversary of the date first set forth above]. The annual rent payable under this Lease is subject to adjustment and shall be calculated by multiplying the square footage of the Premises times the Base Rate established by County from time-to-time. For purposes of this Lease, the "**Base Rate**" shall mean the rate established by County and published in the Airport fee schedule. The published Base Rate as of the date of this Lease is [$0.23] per square foot per year. The annual rental installment for any fractional year shall be prorated for any partial year during the term of this Lease. Tenant shall have exclusive use of the Premises during the term of this Lease subject to the terms and conditions herein set forth. Installments of annual rent due pursuant to this Lease shall be remitted to: **County Clerk, 125 East Center, Moab, Utah 84532**.

(B) Without waiving any other right of action available to County, if Tenant fails to pay any installment of annual rent or any other fee due hereunder within thirty (30) days of the date the said rent or other fee is due, Tenant agrees to pay County a late charge equal to ten percent (10%) of the total said delinquent installment of rent or other 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 acknowledges and agrees that the annual rent due pursuant to this Lease shall increase in accordance with increases in the Base Rate, as established by County from time-to-time (but not more frequently than annually), which increases are anticipated to be not less than the aggregate increase in the CPI Index. As used herein, the "CPI" shall mean the Consumer Price Index - all urban consumers, west region all items (1982-1984 = 100) issued by the Bureau of Labor Statistics. In no event shall annual rent decrease. In addition, in no case shall square footage cost be less than the initial Base Rate per square foot set forth above.

3. USES AND PRIVILEGES OF TENANT

(A) Tenant shall use the Premises solely for the construction, operation, repair and maintenance of a private aircraft hangar or other similar structure intended and used for:
   a. the storage of private aircraft and related tools and equipment, and/or
   b. the storage or aircraft for the operation of a licensed business, and/or

c. the operation of an aviation-related business.

(B) Tenant is hereby granted during the term of this Lease a revocable license to use, in common with others similarly authorized, all Public Airport Facilities and improvements which are now or may hereafter be connected with or appurtenant to the Airport, except as hereinafter provided. As used herein, the term "**Public Airport Facilities**" shall include, but not necessarily be limited to, approach areas, runways, taxiways, public aprons, aircraft and automobile parking areas, terminal facilities, or other public facilities appurtenant to the Airport.

(C) Tenant is hereby granted during the term of this Lease the right to pedestrian and vehicular ingress to and egress from the Premises over and across public roadways serving the Airport for Tenant, its employees, representatives, agents, patrons, guests and suppliers, subject to such nondiscriminatory and lawful ordinances, rules and regulations as now or may hereafter have application at the Airport. It is understood and agreed that County hereby retains the right of ingress and egress over, through and across the Premises at any time for purposes of inspection and such other needs as County may have in connection with the operation of the Airport.

(D) Tenant hereby acknowledges and agrees to meet any minimum standards established by County related to the construction of a hangar or other similar structure on the Premises and to abide by and follow such rules and regulations for the Airport as established, adopted or amended by County from time-to-time and that this Lease this Lease is subordinate to any and all such standards, rules and regulations.

(E) County reserves for itself, its successors and assigns, the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from the Airport and the right to prevent any other use of the Premises or the Airport that would constitute an airport hazard.

4. SIGNS

(A) Tenant shall not, without the prior written approval of County, erect or display any sign on the Airport, the Premises or any hangar or other structure constructed thereon. The term "**sign**" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters or other similar devices.

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

5. IMPROVEMENTS

(A) Tenant shall have the right to construct a private aircraft hangar on the Premises as described in 'Exhibit A'. 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 or Tenants operations thereon. Prior to any construction, Tenant shall have a geo-technical engineer prepare a soil report. Tenant shall submit the soil report to County for approval, together with plans, drawings, sketches designs and specifications for all construction activity on the Premises, including landscaping. Tenant shall ensure that all

improvements constructed on the Premises shall be in accordance with the recommendations contained in the soil report and the plans and specifications approved by County. The approval given by County shall not constitute a representation or warranty as to such conformity with zoning laws, regulations or building codes; responsibility therefore shall at all times remain with Tenant.

(B) 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. If Tenant fails to complete the construction of the improvements within a reasonable period after having commenced construction (not to exceed [N/A] months from the date Tenant commences construction of such improvements), Tenant shall, at its sole cost and expense, if requested by County, cause such incomplete improvements to be removed from the Premises.

(C) Prior to the construction of any improvements, and as a condition to obtaining County's approval of tenant's plans as set forth above, Tenant shall obtain and provide to County a security deposit, letter of credit, bond from a surety company acceptable to County, or other security acceptable to County (the "**Deposit**"). The Deposit shall be in an amount sufficient to cover the costs and expenses of removing the improvements from the Premises in the event Tenant fails to complete construction of the improvements and remove the same, and County will be entitled to apply the Deposit to such costs of removal. The Deposit shall not be released until construction of the improvements is complete.

6. TITLE TO PREMISES; TENANT FINANCING

(A) Upon the expiration or earlier termination of this Lease in accordance with its terms, all improvements to the Premises shall automatically vest in, revert to and become the sole property of County without compensation to, or requirement of consent or other act of Tenant and without the necessity of executing a deed, bill of sale, conveyance or other act or agreement of Tenant, and without any payment of any kind or nature by County to Tenant or to any other person, including any Leasehold Mortgagee (defined below) or other lender who has a lien against all or any portion of Tenant's interest in this Lease or in the said improvements. Tenant shall thereafter have no further rights thereto or interest therein, and shall make no representation or warranty to County with respect to the condition thereof; provided that such improvements shall be surrendered to Landlord in the condition in which Tenant is required to maintain them under this Lease, reasonable wear and tear excepted, and free and clear of all liens and encumbrances. Except as otherwise provided by this Lease, Tenant shall not remove any improvements from the Premises, nor waste or destroy any improvements. Upon or at any time after the date of the expiration or earlier termination of this Lease in accordance with its terms, if requested by County, Tenant shall, without charge to County, promptly execute, acknowledge and deliver to County a deed and bill of sale (in form and content acceptable to County) which (i) conveys all of Tenant's right, title, and interest in and to the Premises and improvements; (ii) assigns all contracts designated by County, if any, relating to the operation, management or maintenance of the Premises or any part thereof; and (iii) conveys or assigns, as the case may be, all plans, records, registers, permits, and all other papers and documents which may be necessary or appropriate for the proper operation and management of the Premises.

(B) Tenant shall have a right to place a mortgage, deed of trust or other security interest (a "**Leasehold Mortgage**") on Tenant's interest in the improvements constructed by Tenant and Tenant's leasehold interest in the Premises. Such Leasehold Mortgage shall not encumber County's fee interest in the Premises or County's reversionary interests in the

improvements. Such Leasehold Mortgage shall be subject to the terms and conditions of this Lease and shall not modify any of the provisions of this Lease. In the event the holder of a Leasehold Mortgage (a "**Leasehold Mortgagee**") seeks forecloses on the interests subject to the Leasehold Mortgage, County will recognize the purchaser at a foreclosure sale as the Tenant hereunder so long as such purchaser cures (i) any monetary defaults of any prior Tenant within thirty (30) days of such foreclosure, and (ii) all non-monetary defaults of Tenant within sixty (60) days of such foreclosure. Nothing herein shall permit a Leasehold Mortgagee or any purchaser at a foreclosure sale to remove any improvements from the Premises.

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 party thereto, all taxes, assessments, licenses and charges levied against Tenant's personal property, and all licenses and permits necessary for Tenant's operations under Federal or State statutes or local ordinances, insofar as they are applicable to Tenant's operations or use of the Premises at the Airport (hereinafter called "I**mpositions**"). Tenant may protest by appropriate proceedings in good faith and at its expense, the existence, amount, or validity of any Imposition and the extent of Tenant's liability therefore. Tenant agrees to indemnify County and hold County harmless from any and all losses, judgments, decrees, costs, (including reasonable attorney's fees), claims or demands for payment of any such Impositions or arising from Tenant's contest thereof.

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 the 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

(A) Tenant shall not permit rubbish, debris waste material or anything unsightly or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the Premises or to be disposed of improperly. Tenant agrees to maintain the hangar and any and all other structures upon the Premises, as well as the landscaping adjacent to the hangar or other structure 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.

(B) 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 County to Tenant, 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 to County 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 in only those areas 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 exceeding $10,000.00 in cost shall be made without the prior written approval of 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 the 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

(A) Tenant agrees to pay all charges for electricity, water, sewer, trash removal and other utilities used by Tenant on the Airport at such rates as may be from time to time established by County or applicable service provider and County assumes no responsibility for such utilities.

(B) County will provide a utility easement for service lines to the Premises in a location acceptable to County. Tenant shall be solely responsible for bringing all utility lines to Premises and shall provide separate meters for each of Tenant's utilities. County or future Airport tenants shall be able to connect to the utility lines that are installed by the Tenant without compensation.

12. FIRE EXTINGUISHERS

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

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 and against all claims, damages, expenses, liabilities and judgments: (a) for injury to persons, loss of life or damage to property occurring on the Premises (including property and officers, employees and agents of County); (b) arising from Tenant's operations and other use of the Premises or the Airport pursuant to this Agreement; (c) for workers compensation claims; and (d) for acts and omissions of Tenant's officers, employees, representatives, agents, servants, invitees, patrons, customers, subtenants contractors, subcontractors, successors, assigns, suppliers, and all other persons doing business with Tenant (excluding County, its officers, employees, representatives, and agents). Tenant shall not be liable for damage or injury occasioned by the negligence of 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. INSURANCE

(A) Throughout the term of this Lease, Tenant, at its sole cost and expense, shall provide and keep in force for the benefit of County and Tenant: (a) comprehensive [Commercial General Liability/Aviation Liability] insurance on an "occurrence" basis, including property damage, bodily injury and personal injury with limits no less than two million dollars ($2,000,000.00) per occurrence; (b) Commercial Automobile Liability Insurance with limits no less than one million dollars ($1,000,000.00) per occurrence for bodily injury and property damage for owned, non-owned and hired vehicles used in the operation of Tenant's business, if any; (c) Workers' Compensation Insurance as required by the State

of Utah, with statutory limits, and (d) property insurance against all risks of loss to any tenant improvements, including any hangar or other structure constructed on the Premises, at full replacement cost with no coinsurance limits maintained. The limits of insurance shall not in any manner impair the obligations of Tenant to indemnify, protect, defend and hold harmless County as specified in this Lease. Tenant shall provide Lessor with a Certificate of Insurance evidencing Tenant's compliance with the requirements of this paragraph upon execution of this Lease.

(B) Any insurance policy shall be written by insurance companies authorized to do business in the State of Utah and shall be written by companies approved by County, such approval not to be unreasonably withheld. Certificates of insurance shall be delivered to County at least ten (10) days prior to the effective date of the insurance policy for which the certificate is issued. Each such certificate shall contain (a) a statement of the coverage provided by the policy; (b) a statement certifying County is listed as an additional insured in the policy; (c) a statement of the period during which the policy is in effect; (d) a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and (e) an agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in amount for any reason whatsoever without at least thirty (30) days' prior written notice to County.

15. OBLIGATIONS OF COUNTY

(A) Clear Title.
County covenants and agrees that at the granting and delivery of this Lease it is well seized of the Premises and has good title thereto and that County has full right and authority to lease the same. County agrees that Tenant, upon paying the annual rent and other fees due hereunder and performing the other covenants and obligations of this Lease to be performed by Tenant, shall peaceably and quietly have, hold and enjoy the Premises for the full term of the Lease 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 herein set forth, County agrees to act promptly and reasonably upon requests of approval for any plans, changes or alterations thereto.

(D) Maintenance of Airport.
County reserves the right to develop, improve, and maintain all Public Airport 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, in good and adequate condition for use by cars and trucks, and shall maintain clear and uninterrupted access to the parking area over said access areas and roads; provided, however, County may, at any time, temporarily or permanently, close any roadway or right of way for such access, ingress or egress whether inside or outside the terminal building, or any other area at Airport, in its environs presently or hereafter used as such, so long as a means of access, ingress and egress reasonably equivalent to that formerly provided, and not adverse to Tenant's continued use and enjoyment of the Premises is substituted therefore and is concurrently made available therefore. Tenant understands and agrees that there may be inconveniences caused by inclement weather and construction or renovations of

buildings and roadways, and Tenant hereby releases and discharges County from any and all claims, demands or causes of action which Tenant now or any time hereinafter may have against County arising or alleged to arise out of the closing of any right of way or other area used as such, whether within or without Airport. If Tenant shall damage any facility of the Airport, including but not limited to hangars, buildings, runways, taxiways, roads, utility extensions, lighting, signs, towers, signs or any other similar facility, Tenant shall be obligated to pay the necessary and reasonable cost of repairs to County without regard to whether or not said damage is caused by negligence on the part of Tenant.

16. COUNTY'S RESPONSIBILITY TO TENANT'S PROPERTY

It is further understood and agreed that County assumes no responsibility for damage or loss that may occur to Tenant's property on the 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 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, 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 the 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

(A) County may, to conform to the Master Plan for the Airport, at its option, relocate the Premises covered by this Lease to another part of the Airport upon sixty (60) days prior 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 Premises. 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.

(B) 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 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 annual rent or any other fee or other sum of money to County when the 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 and, in any 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 within ninety (90) days; or (d) if Tenant shall abandon or vacate the Premises for a period of sixty (60) days; then, in any of such events, County shall have the immediate right to expel Tenant or any person, or persons occupying the Premises, with or without legal process, and in any such event, Tenant agrees to peaceably and quietly yield up and surrender the Premises to County.

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. Annual rent and other fees due hereunder 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, County may require Tenant to remove any structures Tenant has title to from the 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 the Premises within four (4) months of said termination of this 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 the Premises.

(B) 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.

(C) 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 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:

[Jon Bartell]
[Eagle North Shore Properties, LLC]
[2100 Jacksonville Rd]
[Springfield, OH 45504]
Phone; [937-390-2160]
Email: [canyonlandsballooning@gmail.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 or other structures on the Leased Premises, and upon notice form 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. Rent due during such period of holdover shall be 150% of the annual rent due for the year prior to the termination of this Lease.

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 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 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 prior written consent of County being first obtained and such must be made subject to the terms and conditions of this Lease. Such written consent shall not be unreasonably withheld, conditioned or delayed.

30. RENEWAL OPTION

Tenant has option to renew this Lease one (1) time on the same terms and conditions for a period of five (5) additional years by giving notice in writing to County no less than thirty (30) days prior to the expiration of the Lease 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 this Lease. Any action commenced concerning the provisions of this Lease shall be in Grand County, Utah.

32. MISCELLANEOUS PROVISIONS

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

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

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

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

(E) All negotiations and oral agreements acceptable to both parties have been incorporated herein. This 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.

(F) This Lease has been made in and shall be construed in with the laws of the State of Utah.

(G) 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: _____

Jon Bartell, (owner) Date

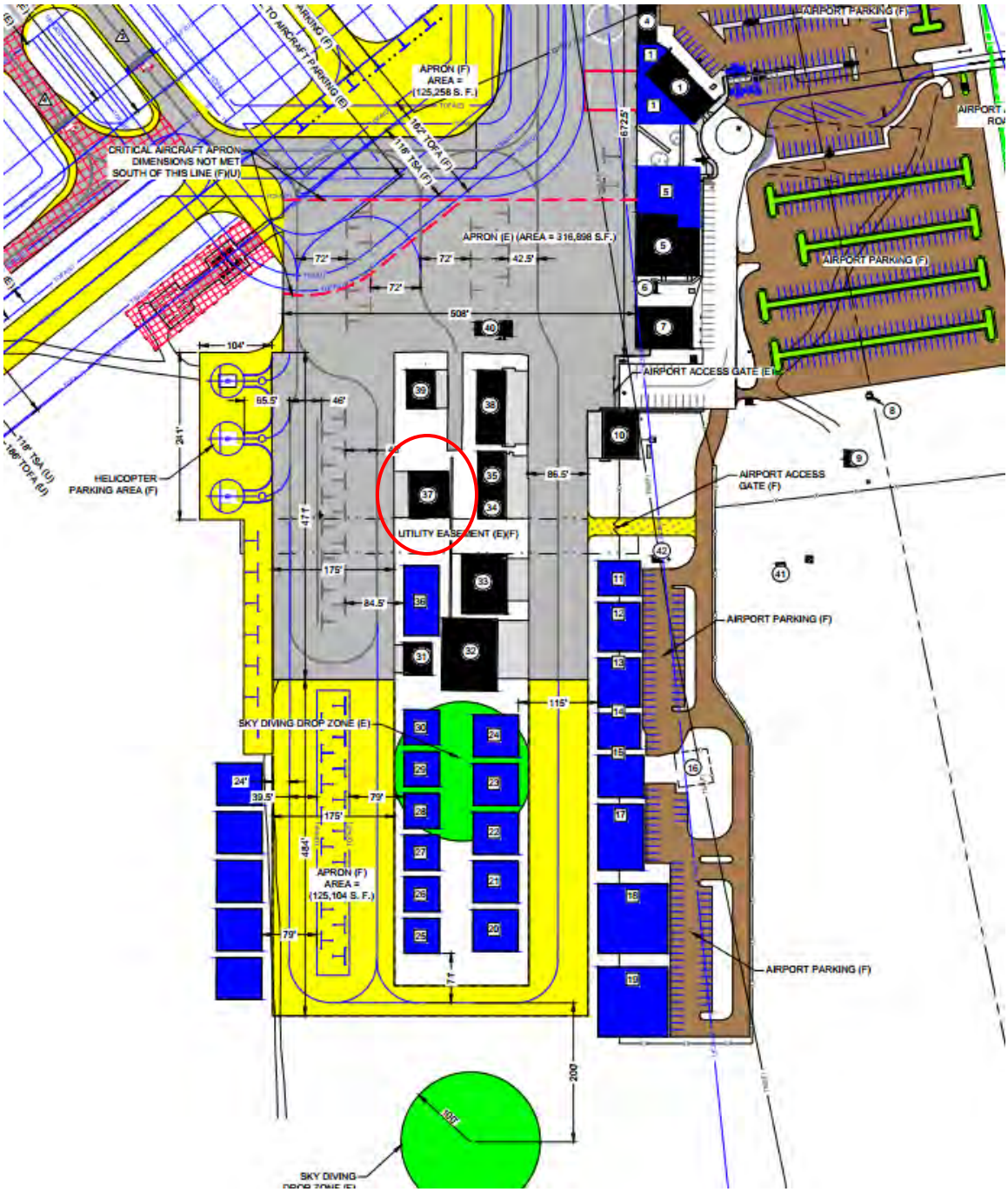
ATTEST: _____

Elizabeth Tubbs, Grand County Council Chair Date

ATTEST: _____

Diana Carroll, County Clerk Date

Attached: Exhibit "A" Description of Lease Area



Ground Lease Agreement at Canyonlands Field between [CC Rentals, LLC] and Grand County

This Ground Lease Agreement (this "**Lease**"), is made and entered into as of July 19th, 2016, by and between **Grand County**, a municipality of the State of Utah herein after referred to as "**County**" and **[CC Rentals, LLC]**, 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 (80ft'x60ft') 4800 square feet, more or less, as more particularly described in Exhibit "A" attached hereto.

1. TERM.

The term of this lease shall be for a period of [25.8] years commencing on [July 19, 2016] and shall expire at midnight on [May 22, 2042]. Tenant shall have the option to renew the term of this lease one (1) time for five (5) additional years 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 **$1104.00**, payable in advance upon the execution of this Lease and on [January 1st of each year] or [the annual anniversary of the date first set forth above]. The annual rent payable under this Lease is subject to adjustment and shall be calculated by multiplying the square footage of the Premises times the Base Rate established by County from time-to-time. For purposes of this Lease, the "**Base Rate**" shall mean the rate established by County and published in the Airport fee schedule. The published Base Rate as of the date of this Lease is [$0.23] per square foot per year. The annual rental installment for any fractional year shall be prorated for any partial year during the term of this Lease. Tenant shall have exclusive use of the Premises during the term of this Lease subject to the terms and conditions herein set forth. Installments of annual rent due pursuant to this Lease shall be remitted to: **County Clerk, 125 East Center, Moab, Utah 84532**.

(B) Without waiving any other right of action available to County, if Tenant fails to pay any installment of annual rent or any other fee due hereunder within thirty (30) days of the date the said rent or other fee is due, Tenant agrees to pay County a late charge equal to ten percent (10%) of the total said delinquent installment of rent or other 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 acknowledges and agrees that the annual rent due pursuant to this Lease shall increase in accordance with increases in the Base Rate, as established by County from time-to-time (but not more frequently than annually), which increases are anticipated to be not less than the aggregate increase in the CPI Index. As used herein, the "CPI" shall mean the Consumer Price Index - all urban consumers, west region all items (1982-1984 = 100) issued by the Bureau of Labor Statistics. In no event shall annual rent decrease. In addition, in no case shall square footage cost be less than the initial Base Rate per square foot set forth above.

3. USES AND PRIVILEGES OF TENANT

(A) Tenant shall use the Premises solely for the construction, operation, repair and maintenance of a private aircraft hangar or other similar structure intended and used for:
   a. the storage of private aircraft and related tools and equipment, and/or
   b. the storage or aircraft for the operation of a licensed business, and/or

c. the operation of an aviation-related business.

(B) Tenant is hereby granted during the term of this Lease a revocable license to use, in common with others similarly authorized, all Public Airport Facilities and improvements which are now or may hereafter be connected with or appurtenant to the Airport, except as hereinafter provided. As used herein, the term "**Public Airport Facilities**" shall include, but not necessarily be limited to, approach areas, runways, taxiways, public aprons, aircraft and automobile parking areas, terminal facilities, or other public facilities appurtenant to the Airport.

(C) Tenant is hereby granted during the term of this Lease the right to pedestrian and vehicular ingress to and egress from the Premises over and across public roadways serving the Airport for Tenant, its employees, representatives, agents, patrons, guests and suppliers, subject to such nondiscriminatory and lawful ordinances, rules and regulations as now or may hereafter have application at the Airport. It is understood and agreed that County hereby retains the right of ingress and egress over, through and across the Premises at any time for purposes of inspection and such other needs as County may have in connection with the operation of the Airport.

(D) Tenant hereby acknowledges and agrees to meet any minimum standards established by County related to the construction of a hangar or other similar structure on the Premises and to abide by and follow such rules and regulations for the Airport as established, adopted or amended by County from time-to-time and that this Lease this Lease is subordinate to any and all such standards, rules and regulations.

(E) County reserves for itself, its successors and assigns, the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from the Airport and the right to prevent any other use of the Premises or the Airport that would constitute an airport hazard.

4. SIGNS

(A) Tenant shall not, without the prior written approval of County, erect or display any sign on the Airport, the Premises or any hangar or other structure constructed thereon. The term "**sign**" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters or other similar devices.

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

5. IMPROVEMENTS

(A) Tenant shall have the right to construct a private aircraft hangar on the Premises as described in 'Exhibit A'. 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 or Tenants operations thereon. Prior to any construction, Tenant shall have a geo-technical engineer prepare a soil report. Tenant shall submit the soil report to County for approval, together with plans, drawings, sketches designs and specifications for all construction activity on the Premises, including landscaping. Tenant shall ensure that all

improvements constructed on the Premises shall be in accordance with the recommendations contained in the soil report and the plans and specifications approved by County. The approval given by County shall not constitute a representation or warranty as to such conformity with zoning laws, regulations or building codes; responsibility therefore shall at all times remain with Tenant.

(B) 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. If Tenant fails to complete the construction of the improvements within a reasonable period after having commenced construction (not to exceed [N/A] months from the date Tenant commences construction of such improvements), Tenant shall, at its sole cost and expense, if requested by County, cause such incomplete improvements to be removed from the Premises.

(C) Prior to the construction of any improvements, and as a condition to obtaining County's approval of tenant's plans as set forth above, Tenant shall obtain and provide to County a security deposit, letter of credit, bond from a surety company acceptable to County, or other security acceptable to County (the "**Deposit**"). The Deposit shall be in an amount sufficient to cover the costs and expenses of removing the improvements from the Premises in the event Tenant fails to complete construction of the improvements and remove the same, and County will be entitled to apply the Deposit to such costs of removal. The Deposit shall not be released until construction of the improvements is complete.

6. TITLE TO PREMISES; TENANT FINANCING

(A) Upon the expiration or earlier termination of this Lease in accordance with its terms, all improvements to the Premises shall automatically vest in, revert to and become the sole property of County without compensation to, or requirement of consent or other act of Tenant and without the necessity of executing a deed, bill of sale, conveyance or other act or agreement of Tenant, and without any payment of any kind or nature by County to Tenant or to any other person, including any Leasehold Mortgagee (defined below) or other lender who has a lien against all or any portion of Tenant's interest in this Lease or in the said improvements. Tenant shall thereafter have no further rights thereto or interest therein, and shall make no representation or warranty to County with respect to the condition thereof; provided that such improvements shall be surrendered to Landlord in the condition in which Tenant is required to maintain them under this Lease, reasonable wear and tear excepted, and free and clear of all liens and encumbrances. Except as otherwise provided by this Lease, Tenant shall not remove any improvements from the Premises, nor waste or destroy any improvements. Upon or at any time after the date of the expiration or earlier termination of this Lease in accordance with its terms, if requested by County, Tenant shall, without charge to County, promptly execute, acknowledge and deliver to County a deed and bill of sale (in form and content acceptable to County) which (i) conveys all of Tenant's right, title, and interest in and to the Premises and improvements; (ii) assigns all contracts designated by County, if any, relating to the operation, management or maintenance of the Premises or any part thereof; and (iii) conveys or assigns, as the case may be, all plans, records, registers, permits, and all other papers and documents which may be necessary or appropriate for the proper operation and management of the Premises.

(B) Tenant shall have a right to place a mortgage, deed of trust or other security interest (a "**Leasehold Mortgage**") on Tenant's interest in the improvements constructed by Tenant and Tenant's leasehold interest in the Premises. Such Leasehold Mortgage shall not encumber County's fee interest in the Premises or County's reversionary interests in the

improvements. Such Leasehold Mortgage shall be subject to the terms and conditions of this Lease and shall not modify any of the provisions of this Lease. In the event the holder of a Leasehold Mortgage (a "**Leasehold Mortgagee**") seeks forecloses on the interests subject to the Leasehold Mortgage, County will recognize the purchaser at a foreclosure sale as the Tenant hereunder so long as such purchaser cures (i) any monetary defaults of any prior Tenant within thirty (30) days of such foreclosure, and (ii) all non-monetary defaults of Tenant within sixty (60) days of such foreclosure. Nothing herein shall permit a Leasehold Mortgagee or any purchaser at a foreclosure sale to remove any improvements from the Premises.

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 party thereto, all taxes, assessments, licenses and charges levied against Tenant's personal property, and all licenses and permits necessary for Tenant's operations under Federal or State statutes or local ordinances, insofar as they are applicable to Tenant's operations or use of the Premises at the Airport (hereinafter called "I**mpositions**"). Tenant may protest by appropriate proceedings in good faith and at its expense, the existence, amount, or validity of any Imposition and the extent of Tenant's liability therefore. Tenant agrees to indemnify County and hold County harmless from any and all losses, judgments, decrees, costs, (including reasonable attorney's fees), claims or demands for payment of any such Impositions or arising from Tenant's contest thereof.

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 the 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

(A) Tenant shall not permit rubbish, debris waste material or anything unsightly or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the Premises or to be disposed of improperly. Tenant agrees to maintain the hangar and any and all other structures upon the Premises, as well as the landscaping adjacent to the hangar or other structure 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.

(B) 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 County to Tenant, 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 to County 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 in only those areas 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 exceeding $10,000.00 in cost shall be made without the prior written approval of 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 the 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

(A) Tenant agrees to pay all charges for electricity, water, sewer, trash removal and other utilities used by Tenant on the Airport at such rates as may be from time to time established by County or applicable service provider and County assumes no responsibility for such utilities.

(B) County will provide a utility easement for service lines to the Premises in a location acceptable to County. Tenant shall be solely responsible for bringing all utility lines to Premises and shall provide separate meters for each of Tenant's utilities. County or future Airport tenants shall be able to connect to the utility lines that are installed by the Tenant without compensation.

12. FIRE EXTINGUISHERS

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

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 and against all claims, damages, expenses, liabilities and judgments: (a) for injury to persons, loss of life or damage to property occurring on the Premises (including property and officers, employees and agents of County); (b) arising from Tenant's operations and other use of the Premises or the Airport pursuant to this Agreement; (c) for workers compensation claims; and (d) for acts and omissions of Tenant's officers, employees, representatives, agents, servants, invitees, patrons, customers, subtenants contractors, subcontractors, successors, assigns, suppliers, and all other persons doing business with Tenant (excluding County, its officers, employees, representatives, and agents). Tenant shall not be liable for damage or injury occasioned by the negligence of 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. INSURANCE

(A) Throughout the term of this Lease, Tenant, at its sole cost and expense, shall provide and keep in force for the benefit of County and Tenant: (a) comprehensive [Commercial General Liability/Aviation Liability] insurance on an "occurrence" basis, including property damage, bodily injury and personal injury with limits no less than two million dollars ($2,000,000.00) per occurrence; (b) Commercial Automobile Liability Insurance with limits no less than one million dollars ($1,000,000.00) per occurrence for bodily injury and property damage for owned, non-owned and hired vehicles used in the operation of Tenant's business, if any; (c) Workers' Compensation Insurance as required by the State

of Utah, with statutory limits, and (d) property insurance against all risks of loss to any tenant improvements, including any hangar or other structure constructed on the Premises, at full replacement cost with no coinsurance limits maintained. The limits of insurance shall not in any manner impair the obligations of Tenant to indemnify, protect, defend and hold harmless County as specified in this Lease. Tenant shall provide Lessor with a Certificate of Insurance evidencing Tenant's compliance with the requirements of this paragraph upon execution of this Lease.

(B) Any insurance policy shall be written by insurance companies authorized to do business in the State of Utah and shall be written by companies approved by County, such approval not to be unreasonably withheld. Certificates of insurance shall be delivered to County at least ten (10) days prior to the effective date of the insurance policy for which the certificate is issued. Each such certificate shall contain (a) a statement of the coverage provided by the policy; (b) a statement certifying County is listed as an additional insured in the policy; (c) a statement of the period during which the policy is in effect; (d) a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and (e) an agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in amount for any reason whatsoever without at least thirty (30) days' prior written notice to County.

15. OBLIGATIONS OF COUNTY

(A) Clear Title.
County covenants and agrees that at the granting and delivery of this Lease it is well seized of the Premises and has good title thereto and that County has full right and authority to lease the same. County agrees that Tenant, upon paying the annual rent and other fees due hereunder and performing the other covenants and obligations of this Lease to be performed by Tenant, shall peaceably and quietly have, hold and enjoy the Premises for the full term of the Lease 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 herein set forth, County agrees to act promptly and reasonably upon requests of approval for any plans, changes or alterations thereto.

(D) Maintenance of Airport.
County reserves the right to develop, improve, and maintain all Public Airport 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, in good and adequate condition for use by cars and trucks, and shall maintain clear and uninterrupted access to the parking area over said access areas and roads; provided, however, County may, at any time, temporarily or permanently, close any roadway or right of way for such access, ingress or egress whether inside or outside the terminal building, or any other area at Airport, in its environs presently or hereafter used as such, so long as a means of access, ingress and egress reasonably equivalent to that formerly provided, and not adverse to Tenant's continued use and enjoyment of the Premises is substituted therefore and is concurrently made available therefore. Tenant understands and agrees that there may be inconveniences caused by inclement weather and construction or renovations of

buildings and roadways, and Tenant hereby releases and discharges County from any and all claims, demands or causes of action which Tenant now or any time hereinafter may have against County arising or alleged to arise out of the closing of any right of way or other area used as such, whether within or without Airport. If Tenant shall damage any facility of the Airport, including but not limited to hangars, buildings, runways, taxiways, roads, utility extensions, lighting, signs, towers, signs or any other similar facility, Tenant shall be obligated to pay the necessary and reasonable cost of repairs to County without regard to whether or not said damage is caused by negligence on the part of Tenant.

16. COUNTY'S RESPONSIBILITY TO TENANT'S PROPERTY

It is further understood and agreed that County assumes no responsibility for damage or loss that may occur to Tenant's property on the 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 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, 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 the 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

(A) County may, to conform to the Master Plan for the Airport, at its option, relocate the Premises covered by this Lease to another part of the Airport upon sixty (60) days prior 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 Premises. 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.

(B) 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 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 annual rent or any other fee or other sum of money to County when the 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 and, in any 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 within ninety (90) days; or (d) if Tenant shall abandon or vacate the Premises for a period of sixty (60) days; then, in any of such events, County shall have the immediate right to expel Tenant or any person, or persons occupying the Premises, with or without legal process, and in any such event, Tenant agrees to peaceably and quietly yield up and surrender the Premises to County.

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. Annual rent and other fees due hereunder 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, County may require Tenant to remove any structures Tenant has title to from the 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 the Premises within four (4) months of said termination of this 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 the Premises.

(B) 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.

(C) 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 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:

[Doug Carroll]
[CC Rentals, LLC]
[PO Box 845]
[Moab, UT 84532]
Phone; [435-260-9826]
Email: [moabflyboy@gmail.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 or other structures on the Leased Premises, and upon notice form 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. Rent due during such period of holdover shall be 150% of the annual rent due for the year prior to the termination of this Lease.

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 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 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 prior written consent of County being first obtained and such must be made subject to the terms and conditions of this Lease. Such written consent shall not be unreasonably withheld, conditioned or delayed.

30. RENEWAL OPTION

Tenant has option to renew this Lease one (1) time on the same terms and conditions for a period of five (5) additional years by giving notice in writing to County no less than thirty (30) days prior to the expiration of the Lease 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 this Lease. Any action commenced concerning the provisions of this Lease shall be in Grand County, Utah.

32. MISCELLANEOUS PROVISIONS

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

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

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

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

(E) All negotiations and oral agreements acceptable to both parties have been incorporated herein. This 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.

(F) This Lease has been made in and shall be construed in with the laws of the State of Utah.

(G) 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: _____

Doug Carroll, (owner) Date

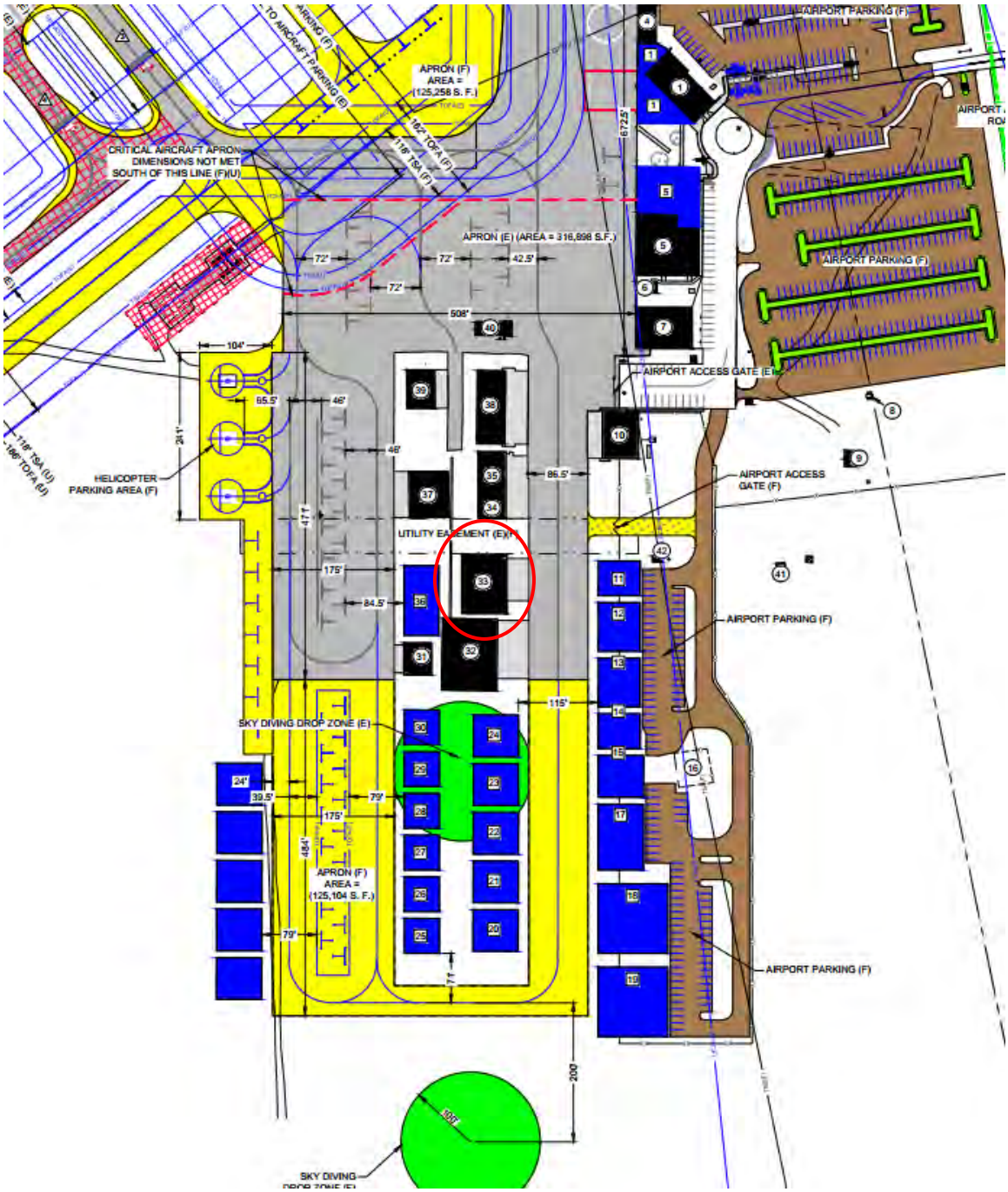
ATTEST: _____

Elizabeth Tubbs, Grand County Council Chair Date

ATTEST: _____

Diana Carroll, County Clerk Date

Attached: Exhibit “A” Description of Lease Area



Ground Lease Agreement at Canyonlands Field between [Charles Henderson] and Grand County

This Ground Lease Agreement (this "**Lease**"), is made and entered into as of July 19th, 2016, by and between **Grand County**, a municipality of the State of Utah herein after referred to as "**County**" and **[Charles Henderson]**, 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 (96ft'x40ft') 3840 square feet, more or less, as more particularly described in Exhibit "A" attached hereto.

1. TERM.

The term of this lease shall be for a period of [22.25] years commencing on [July 19, 2016] and shall expire at midnight on [October 15, 2038]. Tenant shall have the option to renew the term of this lease one (1) time for five (5) additional years 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 **$883.20**, payable in advance upon the execution of this Lease and on [January 1st of each year] or [the annual anniversary of the date first set forth above]. The annual rent payable under this Lease is subject to adjustment and shall be calculated by multiplying the square footage of the Premises times the Base Rate established by County from time-to-time. For purposes of this Lease, the "**Base Rate**" shall mean the rate established by County and published in the Airport fee schedule. The published Base Rate as of the date of this Lease is [$0.23] per square foot per year. The annual rental installment for any fractional year shall be prorated for any partial year during the term of this Lease. Tenant shall have exclusive use of the Premises during the term of this Lease subject to the terms and conditions herein set forth. Installments of annual rent due pursuant to this Lease shall be remitted to: **County Clerk, 125 East Center, Moab, Utah 84532**.

(B) Without waiving any other right of action available to County, if Tenant fails to pay any installment of annual rent or any other fee due hereunder within thirty (30) days of the date the said rent or other fee is due, Tenant agrees to pay County a late charge equal to ten percent (10%) of the total said delinquent installment of rent or other 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 acknowledges and agrees that the annual rent due pursuant to this Lease shall increase in accordance with increases in the Base Rate, as established by County from time-to-time (but not more frequently than annually), which increases are anticipated to be not less than the aggregate increase in the CPI Index. As used herein, the "CPI" shall mean the Consumer Price Index - all urban consumers, west region all items (1982-1984 = 100) issued by the Bureau of Labor Statistics. In no event shall annual rent decrease. In addition, in no case shall square footage cost be less than the initial Base Rate per square foot set forth above.

3. USES AND PRIVILEGES OF TENANT

(A) Tenant shall use the Premises solely for the construction, operation, repair and maintenance of a private aircraft hangar or other similar structure intended and used for:
   a. the storage of private aircraft and related tools and equipment, and/or
   b. the storage or aircraft for the operation of a licensed business, and/or

c. the operation of an aviation-related business.

(B) Tenant is hereby granted during the term of this Lease a revocable license to use, in common with others similarly authorized, all Public Airport Facilities and improvements which are now or may hereafter be connected with or appurtenant to the Airport, except as hereinafter provided. As used herein, the term "**Public Airport Facilities**" shall include, but not necessarily be limited to, approach areas, runways, taxiways, public aprons, aircraft and automobile parking areas, terminal facilities, or other public facilities appurtenant to the Airport.

(C) Tenant is hereby granted during the term of this Lease the right to pedestrian and vehicular ingress to and egress from the Premises over and across public roadways serving the Airport for Tenant, its employees, representatives, agents, patrons, guests and suppliers, subject to such nondiscriminatory and lawful ordinances, rules and regulations as now or may hereafter have application at the Airport. It is understood and agreed that County hereby retains the right of ingress and egress over, through and across the Premises at any time for purposes of inspection and such other needs as County may have in connection with the operation of the Airport.

(D) Tenant hereby acknowledges and agrees to meet any minimum standards established by County related to the construction of a hangar or other similar structure on the Premises and to abide by and follow such rules and regulations for the Airport as established, adopted or amended by County from time-to-time and that this Lease this Lease is subordinate to any and all such standards, rules and regulations.

(E) County reserves for itself, its successors and assigns, the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from the Airport and the right to prevent any other use of the Premises or the Airport that would constitute an airport hazard.

4. SIGNS

(A) Tenant shall not, without the prior written approval of County, erect or display any sign on the Airport, the Premises or any hangar or other structure constructed thereon. The term "**sign**" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters or other similar devices.

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

5. IMPROVEMENTS

(A) Tenant shall have the right to construct a private aircraft hangar on the Premises as described in 'Exhibit A'. 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 or Tenants operations thereon. Prior to any construction, Tenant shall have a geo-technical engineer prepare a soil report. Tenant shall submit the soil report to County for approval, together with plans, drawings, sketches designs and specifications for all construction activity on the Premises, including landscaping. Tenant shall ensure that all

improvements constructed on the Premises shall be in accordance with the recommendations contained in the soil report and the plans and specifications approved by County. The approval given by County shall not constitute a representation or warranty as to such conformity with zoning laws, regulations or building codes; responsibility therefore shall at all times remain with Tenant.

(B) 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. If Tenant fails to complete the construction of the improvements within a reasonable period after having commenced construction (not to exceed [N/A] months from the date Tenant commences construction of such improvements), Tenant shall, at its sole cost and expense, if requested by County, cause such incomplete improvements to be removed from the Premises.

(C) Prior to the construction of any improvements, and as a condition to obtaining County's approval of tenant's plans as set forth above, Tenant shall obtain and provide to County a security deposit, letter of credit, bond from a surety company acceptable to County, or other security acceptable to County (the "**Deposit**"). The Deposit shall be in an amount sufficient to cover the costs and expenses of removing the improvements from the Premises in the event Tenant fails to complete construction of the improvements and remove the same, and County will be entitled to apply the Deposit to such costs of removal. The Deposit shall not be released until construction of the improvements is complete.

6. TITLE TO PREMISES; TENANT FINANCING

(A) Upon the expiration or earlier termination of this Lease in accordance with its terms, all improvements to the Premises shall automatically vest in, revert to and become the sole property of County without compensation to, or requirement of consent or other act of Tenant and without the necessity of executing a deed, bill of sale, conveyance or other act or agreement of Tenant, and without any payment of any kind or nature by County to Tenant or to any other person, including any Leasehold Mortgagee (defined below) or other lender who has a lien against all or any portion of Tenant's interest in this Lease or in the said improvements. Tenant shall thereafter have no further rights thereto or interest therein, and shall make no representation or warranty to County with respect to the condition thereof; provided that such improvements shall be surrendered to Landlord in the condition in which Tenant is required to maintain them under this Lease, reasonable wear and tear excepted, and free and clear of all liens and encumbrances. Except as otherwise provided by this Lease, Tenant shall not remove any improvements from the Premises, nor waste or destroy any improvements. Upon or at any time after the date of the expiration or earlier termination of this Lease in accordance with its terms, if requested by County, Tenant shall, without charge to County, promptly execute, acknowledge and deliver to County a deed and bill of sale (in form and content acceptable to County) which (i) conveys all of Tenant's right, title, and interest in and to the Premises and improvements; (ii) assigns all contracts designated by County, if any, relating to the operation, management or maintenance of the Premises or any part thereof; and (iii) conveys or assigns, as the case may be, all plans, records, registers, permits, and all other papers and documents which may be necessary or appropriate for the proper operation and management of the Premises.

(B) Tenant shall have a right to place a mortgage, deed of trust or other security interest (a "**Leasehold Mortgage**") on Tenant's interest in the improvements constructed by Tenant and Tenant's leasehold interest in the Premises. Such Leasehold Mortgage shall not encumber County's fee interest in the Premises or County's reversionary interests in the

improvements. Such Leasehold Mortgage shall be subject to the terms and conditions of this Lease and shall not modify any of the provisions of this Lease. In the event the holder of a Leasehold Mortgage (a "**Leasehold Mortgagee**") seeks forecloses on the interests subject to the Leasehold Mortgage, County will recognize the purchaser at a foreclosure sale as the Tenant hereunder so long as such purchaser cures (i) any monetary defaults of any prior Tenant within thirty (30) days of such foreclosure, and (ii) all non-monetary defaults of Tenant within sixty (60) days of such foreclosure. Nothing herein shall permit a Leasehold Mortgagee or any purchaser at a foreclosure sale to remove any improvements from the Premises.

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 party thereto, all taxes, assessments, licenses and charges levied against Tenant's personal property, and all licenses and permits necessary for Tenant's operations under Federal or State statutes or local ordinances, insofar as they are applicable to Tenant's operations or use of the Premises at the Airport (hereinafter called "I**mpositions**"). Tenant may protest by appropriate proceedings in good faith and at its expense, the existence, amount, or validity of any Imposition and the extent of Tenant's liability therefore. Tenant agrees to indemnify County and hold County harmless from any and all losses, judgments, decrees, costs, (including reasonable attorney's fees), claims or demands for payment of any such Impositions or arising from Tenant's contest thereof.

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 the 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

(A) Tenant shall not permit rubbish, debris waste material or anything unsightly or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the Premises or to be disposed of improperly. Tenant agrees to maintain the hangar and any and all other structures upon the Premises, as well as the landscaping adjacent to the hangar or other structure 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.

(B) 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 County to Tenant, 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 to County 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 in only those areas 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 exceeding $10,000.00 in cost shall be made without the prior written approval of 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 the 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

(A) Tenant agrees to pay all charges for electricity, water, sewer, trash removal and other utilities used by Tenant on the Airport at such rates as may be from time to time established by County or applicable service provider and County assumes no responsibility for such utilities.

(B) County will provide a utility easement for service lines to the Premises in a location acceptable to County. Tenant shall be solely responsible for bringing all utility lines to Premises and shall provide separate meters for each of Tenant's utilities. County or future Airport tenants shall be able to connect to the utility lines that are installed by the Tenant without compensation.

12. FIRE EXTINGUISHERS

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

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 and against all claims, damages, expenses, liabilities and judgments: (a) for injury to persons, loss of life or damage to property occurring on the Premises (including property and officers, employees and agents of County); (b) arising from Tenant's operations and other use of the Premises or the Airport pursuant to this Agreement; (c) for workers compensation claims; and (d) for acts and omissions of Tenant's officers, employees, representatives, agents, servants, invitees, patrons, customers, subtenants contractors, subcontractors, successors, assigns, suppliers, and all other persons doing business with Tenant (excluding County, its officers, employees, representatives, and agents). Tenant shall not be liable for damage or injury occasioned by the negligence of 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. INSURANCE

(A) Throughout the term of this Lease, Tenant, at its sole cost and expense, shall provide and keep in force for the benefit of County and Tenant: (a) comprehensive [Commercial General Liability/Aviation Liability] insurance on an "occurrence" basis, including property damage, bodily injury and personal injury with limits no less than two million dollars ($2,000,000.00) per occurrence; (b) Commercial Automobile Liability Insurance with limits no less than one million dollars ($1,000,000.00) per occurrence for bodily injury and property damage for owned, non-owned and hired vehicles used in the operation of Tenant's business, if any; (c) Workers' Compensation Insurance as required by the State

of Utah, with statutory limits, and (d) property insurance against all risks of loss to any tenant improvements, including any hangar or other structure constructed on the Premises, at full replacement cost with no coinsurance limits maintained. The limits of insurance shall not in any manner impair the obligations of Tenant to indemnify, protect, defend and hold harmless County as specified in this Lease. Tenant shall provide Lessor with a Certificate of Insurance evidencing Tenant's compliance with the requirements of this paragraph upon execution of this Lease.

(B) Any insurance policy shall be written by insurance companies authorized to do business in the State of Utah and shall be written by companies approved by County, such approval not to be unreasonably withheld. Certificates of insurance shall be delivered to County at least ten (10) days prior to the effective date of the insurance policy for which the certificate is issued. Each such certificate shall contain (a) a statement of the coverage provided by the policy; (b) a statement certifying County is listed as an additional insured in the policy; (c) a statement of the period during which the policy is in effect; (d) a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and (e) an agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in amount for any reason whatsoever without at least thirty (30) days' prior written notice to County.

15. OBLIGATIONS OF COUNTY

(A) Clear Title.
County covenants and agrees that at the granting and delivery of this Lease it is well seized of the Premises and has good title thereto and that County has full right and authority to lease the same. County agrees that Tenant, upon paying the annual rent and other fees due hereunder and performing the other covenants and obligations of this Lease to be performed by Tenant, shall peaceably and quietly have, hold and enjoy the Premises for the full term of the Lease 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 herein set forth, County agrees to act promptly and reasonably upon requests of approval for any plans, changes or alterations thereto.

(D) Maintenance of Airport.
County reserves the right to develop, improve, and maintain all Public Airport 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, in good and adequate condition for use by cars and trucks, and shall maintain clear and uninterrupted access to the parking area over said access areas and roads; provided, however, County may, at any time, temporarily or permanently, close any roadway or right of way for such access, ingress or egress whether inside or outside the terminal building, or any other area at Airport, in its environs presently or hereafter used as such, so long as a means of access, ingress and egress reasonably equivalent to that formerly provided, and not adverse to Tenant's continued use and enjoyment of the Premises is substituted therefore and is concurrently made available therefore. Tenant understands and agrees that there may be inconveniences caused by inclement weather and construction or renovations of

buildings and roadways, and Tenant hereby releases and discharges County from any and all claims, demands or causes of action which Tenant now or any time hereinafter may have against County arising or alleged to arise out of the closing of any right of way or other area used as such, whether within or without Airport. If Tenant shall damage any facility of the Airport, including but not limited to hangars, buildings, runways, taxiways, roads, utility extensions, lighting, signs, towers, signs or any other similar facility, Tenant shall be obligated to pay the necessary and reasonable cost of repairs to County without regard to whether or not said damage is caused by negligence on the part of Tenant.

16. COUNTY'S RESPONSIBILITY TO TENANT'S PROPERTY

It is further understood and agreed that County assumes no responsibility for damage or loss that may occur to Tenant's property on the 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 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, 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 the 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

(A) County may, to conform to the Master Plan for the Airport, at its option, relocate the Premises covered by this Lease to another part of the Airport upon sixty (60) days prior 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 Premises. 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.

(B) 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 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 annual rent or any other fee or other sum of money to County when the 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 and, in any 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 within ninety (90) days; or (d) if Tenant shall abandon or vacate the Premises for a period of sixty (60) days; then, in any of such events, County shall have the immediate right to expel Tenant or any person, or persons occupying the Premises, with or without legal process, and in any such event, Tenant agrees to peaceably and quietly yield up and surrender the Premises to County.

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. Annual rent and other fees due hereunder 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, County may require Tenant to remove any structures Tenant has title to from the 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 the Premises within four (4) months of said termination of this 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 the Premises.

(B) 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.

(C) 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 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:

[Charles Henderson]
[3071 South Highway 191]
[Moab, UT 84532]
Phone; [435-259-4111]
Email: [hbuilder@frontiernet.net]

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 or other structures on the Leased Premises, and upon notice form 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. Rent due during such period of holdover shall be 150% of the annual rent due for the year prior to the termination of this Lease.

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 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 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 prior written consent of County being first obtained and such must be made subject to the terms and conditions of this Lease. Such written consent shall not be unreasonably withheld, conditioned or delayed.

30. RENEWAL OPTION

Tenant has option to renew this Lease one (1) time on the same terms and conditions for a period of five (5) additional years by giving notice in writing to County no less than thirty (30) days prior to the expiration of the Lease 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 this Lease. Any action commenced concerning the provisions of this Lease shall be in Grand County, Utah.

32. MISCELLANEOUS PROVISIONS

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

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

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

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

(E) All negotiations and oral agreements acceptable to both parties have been incorporated herein. This 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.

(F) This Lease has been made in and shall be construed in with the laws of the State of Utah.

(G) 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: _____

Charles Henderson, (owner) Date

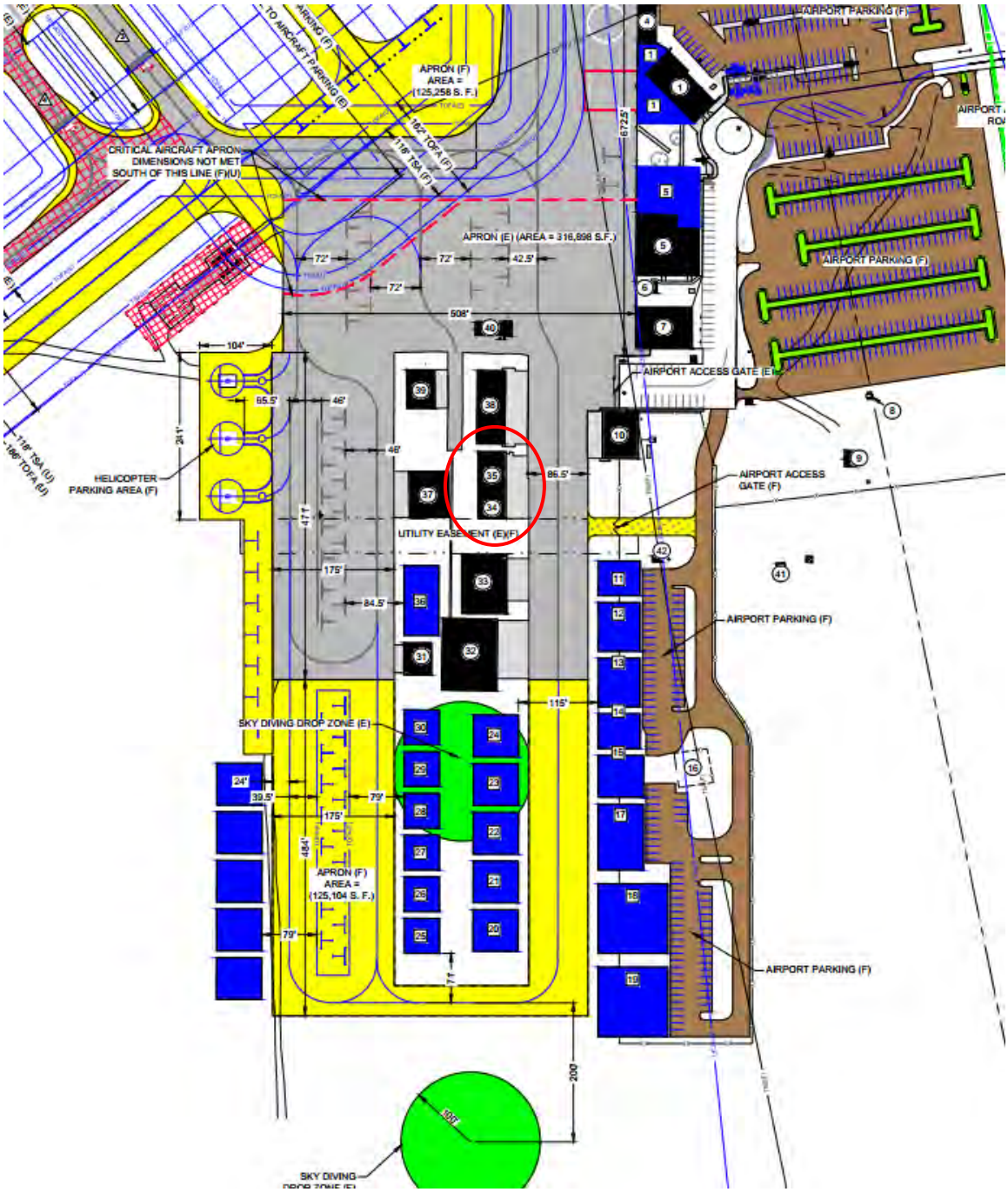
ATTEST: _____

Elizabeth Tubbs, Grand County Council Chair Date

ATTEST: _____

Diana Carroll, County Clerk Date

Attached: Exhibit "A" Description of Lease Area



AGENDA SUMMARY **GRAND COUNTY COUNCIL MEETING** JULY 19, 2016 Agenda Item: L	
TITLE:	Approving proposed sub-lease agreements for hangar use at Canyonlands Field Airport between A) CC Rentals, LLC and Robert Paul Gray; B) Charles Henderson and Keith McBeth; and C) Charles Henderson and Ben Black
FISCAL IMPACT:	None
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:

Complete

RECOMMENDATION:

I move to approve the proposed sub-lease agreements for hangar use at Canyonlands Field Airport between A) CC Rentals, LLC and Robert Paul Gray; B) Charles Henderson and Keith McBeth; and C) Charles Henderson and Ben Black, and authorize the Chair to sign all associated documents.

BACKGROUND:

It was determined over the last year that several of the ground lease holders for hangars at Canyonlands Field Airport were in violation of the terms of their leases. Specifically, there were sub-lease agreements signed without permission of the county, and there were businesses operating out of the hangars. Both of these situations were in violation of the original boiler-plate lease, and both were occurring with full knowledge of the County.

Over the last several months, a new boiler-plate sub-lease agreement was developed with the assistance of the Grand County Attorney's office. This sub-lease is recommended for use between the primary lease holder and sub-lessee, but not required. This lease is available from Canyonlands Field Airport Management for hangar owners to use, at their discretion, between themselves and the entity sub-leasing space from them.

As an attachment to the sub-lease discussed above is an acknowledgement that is signed by the County, primary lease holder (the sub-landlord), and the renter (sub-lessee). This form (attached here for approval) states that the sub-lessee is bound by the same stipulations of the primary lease holder, and that the County is allowing the sub-lease to occur.

These leases were reviewed and recommended for Council approval by the Airport Board at the July 13th, 2016 monthly meeting.

ATTACHMENT(S):

1. Proposed sublease agreement between CC Rentals, LLC, and Robert Paul Gray.
2. Proposed sublease agreement between Charles Henderson and Keith McBeth.
3. Proposed sublease agreement between Charles Henderson and Ben Black.

Consent of Sublease to Prime Ground Lease
Sublease To Prime Ground Lease
For Use at Canyonlands Field Airport

(Consent of Landlord)

THIS CONSENT (this "**Consent**") is executed as of the [19th] day of [July], [2016], by **Grand County**, a municipality of the State of Utah ("**Landlord**"), in favor of [CC Rentals] ("**Sublandlord**"), and [Robert Paul Gray] ("**Subtenant**").

1. Landlord and Sublandlord are parties to that certain Ground Lease Agreement at Canyonlands Field, dated [July 19th, 2016] (the "**Prime Lease**"), with respect to that certain ground leased Premises located in Grand County, Utah, as more particularly defined in the Prime Lease (the "**Premises**"). (All terms capitalized but not defined in this Consent shall have the same meaning as set forth in the Prime Lease.)

2. Sublandlord desires to sublease the Subleased Premises to Subtenant pursuant to the terms of a separate Sublease to be entered into between Sublandlord and Subtenant (the "**Sublease**").

3. Sublandlord consents to the sublease of the Subleased Premises by Sublandlord to Subtenant pursuant to the Sublease, provided such Sublease is in the form to which this Consent is attached, provided, however, that:

(a) such consent does not (i) relieve, release or discharge Sublandlord of any obligation to be paid or performed by Sublandlord under the Prime Lease, including, without limitation, the payment of rent and other amounts when due under the Prime Lease, whether occurring before or after such consent or the date of the Sublease, and Sublandlord will not be released from any liability under the Prime Lease because of Sublandlord's failure to give notice of default by Subtenant under or with respect to any of the provisions of the Prime Lease, but rather Sublandlord and, with respect to the Subleased Premises (except as expressly set forth in the Sublease with respect to the amount of rent or security deposit payable), Subtenant shall be jointly and severally primarily liable for such payment and performance, (ii) constitute consent by Sublandlord to, approval or ratification by Sublandlord of, or agreement by Sublandlord with, any particular provision of the Sublease or a representation or warranty by Sublandlord with respect to the Sublease, and Sublandlord shall not in any respect or for any purpose be bound or estopped by the Sublease, or (iii) constitute a consent to any change, alteration, addition, improvement or repair to the Subleased Premises, including the installation of signage, which must be separately obtained from Landlord by Sublandlord in accordance with the provisions of the Prime Lease;

(b) Subtenant may not further sublease the Subleased Premises, allow the Subleased Premises to be used by others or assign, transfer, mortgage, encumber, pledge or hypothecate the Sublease or Subtenant's interest in the Sublease, in whole or in part, without the prior written consent of Landlord in each instance, which consent may be withheld in accordance with the provisions of the Prime Lease relating to assignment and subleasing of the Prime Lease; this consent is not, and shall not be deemed or construed as, a consent to any future or other sublease, assignment or transfer, or a consent to a sublease term beyond the term of the Prime Lease, or a renewal or extension of the Prime Lease or the Sublease;

(c) such consent shall not be deemed or construed to be an assignment or partial assignment of the Prime Lease, or, except to the extent expressly provided by this Agreement, if at all, to create any privity of contract between Landlord and Subtenant with respect to the Prime Lease;

(d) such consent shall not be deemed or construed to modify, amend, waive or affect any term, condition or other provision of the Prime Lease, waive any breach of the Prime Lease or any of the rights or remedies of Landlord, enlarge or increase Landlord's obligations or Sublandlord's rights under the Prime Lease, grant to Subtenant rights that are greater than those granted to Sublandlord under the Prime Lease, or waive or affect Sublandlord's obligations under the Prime Lease, which shall continue to apply to the Subleased Premises and the occupants of the Subleased Premises as if the Sublease had not been made, with the Sublease remaining in all respects subject and subordinate to the Prime Lease, as the same may be amended; if any conflict exists between the Prime Lease or this Agreement and the Sublease (except, as to Subtenant, as expressly set forth in the Sublease with respect to the amount of rent or security deposit payable), then the Prime Lease or this Agreement, as applicable, shall control and prevail;

(e) notwithstanding any provision of the Sublease to the contrary, Subtenant shall have no right to enforce any of Sublandlord's rights under the Prime Lease directly against Landlord, all of such rights being personal to Sublandlord;

(f) Sublandlord and Subtenant shall not amend the Sublease in any respect without the prior written approval of Landlord, and in no event shall any such amendment, whether or not approved by Landlord, affect or modify or be deemed to affect or modify the Prime Lease in any respect;

(g) for the benefit of Landlord, Subtenant agrees that Subtenant will be fully and completely bound by each and every term of the Prime Lease relating to Subtenant's occupancy and use of the Subleased Premises, and, except as expressly set forth in the Sublease with respect to the amount of rent or security deposit payable, Subtenant expressly assumes and agrees to perform and comply with every obligation of Sublandlord under the Prime Lease as to the Subleased Premises, as if Subtenant was the Subtenant under the Prime Lease with respect to the Subleased Premises, including, without limitation, Sublandlord's obligation to indemnify Sublandlord in accordance with the Prime Lease; Subtenant acknowledges that Subtenant has examined and is familiar with all of the provisions of the Prime Lease;

(h) Sublandlord shall be liable to Landlord for any default under the Prime Lease, whether such default is caused by either or both Sublandlord and Subtenant or anyone claiming by, through or under either Sublandlord or Subtenant; subject to the notice and cure provisions set forth in the Prime Lease, Sublandlord may proceed directly against Sublandlord without first exhausting Sublandlord's remedies against Subtenant, Landlord may proceed directly against Subtenant without first exhausting Landlord's remedies against Sublandlord, or Landlord may proceed directly against Sublandlord and Subtenant simultaneously; therefore, such consent shall not be deemed to restrict or diminish any right that Landlord may have against Sublandlord or Subtenant pursuant to the Prime Lease, or at law or in equity for violation of the Prime Lease or otherwise, including, without limitation, the right to enjoin or otherwise restrain any violation of the Prime Lease by Subtenant, and Sublandlord may at any time enforce the Prime Lease against either or both Sublandlord and Subtenant; any breach of the Prime Lease by either Sublandlord or Subtenant will entitle Landlord to avail itself of any remedy set forth in the Prime Lease in the event of such breach, as well as any other remedy available at law to Landlord;

(i) notwithstanding anything to the contrary contained in this Consent, Landlord shall not be liable at any time for any cost or obligation of any kind arising in connection with the Sublease, including, without limitation, any failure of Sublandlord or Subtenant to perform any of their respective obligations under the Sublease, brokerage commissions or other charges or expenses, improvements to the Subleased Premises, or security required to be given by Subtenant under the Sublease; Sublandlord and Subtenant jointly and severally agree to indemnify, protect, defend and hold harmless Landlord from all claims, losses, liabilities, costs and expenses (including reasonable

attorneys' fees) that Landlord may incur as a result of any claim to pay any person any commission, finder's fee or other charge in connection with the Sublease; and

(j) to the extent that any provisions of the Sublease are contrary to the provisions of the Prime Lease, such Sublease provisions are deemed revoked as to Landlord, and Sublandlord and Subtenant shall fully perform all provisions of the Prime Lease.

4. In the event that Sublandlord Defaults under its obligations to be performed under the Prime Lease, Sublandlord agrees to deliver to Subtenant a copy of any such notice of default. Subtenant shall have the right to cure any Default of Sublandlord described in any notice of default within ten (10) days after service of such notice of default on Subtenant. If such Default is cured by Subtenant, then Subtenant shall have the right of reimbursement and offset from and against Sublandlord.

5. Termination of Sublease. If at any time prior to the expiration or sooner termination of the Sublease, (a) the Prime Lease expires or terminates for any reason, including, without limitation, as a result of a Sublandlord default, a rejection of the Prime Lease in Sublandlord bankruptcy proceedings, a voluntary termination agreed to by Landlord and Sublandlord, or the expiration of the term of the Prime Lease, or (b) Sublandlord's right to possession terminates by surrender, as a result of an unlawful detainer proceeding, or by any other cause, without termination of the Prime Lease, then the Sublease shall automatically and simultaneously terminate as a matter of law, and Subtenant shall vacate the Subleased Premises on or before the effective date of such expiration, termination or surrender. If Subtenant fails to vacate the Subleased Premises in a timely manner, Landlord shall be entitled to all of the rights and remedies available to a landlord against a tenant wrongfully holding over after expiration of the term of a lease without Sublandlord's prior written consent, including, without limitation, the rights and remedies available under the Prime Lease (including, without limitation, those provisions relating to increased rent). Landlord shall not be liable to Sublandlord or Subtenant for any claim or damage because of the termination.

LANDLORD has executed this Consent on the date set forth below, to be effective as of the date first set forth above.

LANDLORD:

GRAND COUNTY, a municipality of the State of Utah

By: Grand County, UT
Name: Elizabeth Tubbs
Title: Grand County Council Chair

ATTEST: _____

Doug Carroll, (owner, Sub-landlord) Date

ATTEST: _____

Robert Paul Gray, (Sub-tenant) Date

ATTEST: _____

Elizabeth Tubbs, Grand County Council Chair Date

ATTEST: _____

Diana Carroll, County Clerk Date

Consent of Sublease to Prime Ground Lease

Sublease To Prime Ground Lease
For Use at Canyonlands Field Airport

(Consent of Landlord)

THIS CONSENT (this "**Consent**") is executed as of the [19th] day of [July], [2016], by **Grand County**, a municipality of the State of Utah ("**Landlord**"), in favor of [Charles Henderson] ("**Sublandlord**"), and [Keith McBeth] ("**Subtenant**").

1. Landlord and Sublandlord are parties to that certain Ground Lease Agreement at Canyonlands Field, dated [July 19th, 2016] (the "**Prime Lease**"), with respect to that certain ground leased Premises located in Grand County, Utah, as more particularly defined in the Prime Lease (the "**Premises**"). (All terms capitalized but not defined in this Consent shall have the same meaning as set forth in the Prime Lease.)

2. Sublandlord desires to sublease the Subleased Premises to Subtenant pursuant to the terms of a separate Sublease to be entered into between Sublandlord and Subtenant (the "**Sublease**").

3. Sublandlord consents to the sublease of the Subleased Premises by Sublandlord to Subtenant pursuant to the Sublease, provided such Sublease is in the form to which this Consent is attached, provided, however, that:

(a) such consent does not (i) relieve, release or discharge Sublandlord of any obligation to be paid or performed by Sublandlord under the Prime Lease, including, without limitation, the payment of rent and other amounts when due under the Prime Lease, whether occurring before or after such consent or the date of the Sublease, and Sublandlord will not be released from any liability under the Prime Lease because of Sublandlord's failure to give notice of default by Subtenant under or with respect to any of the provisions of the Prime Lease, but rather Sublandlord and, with respect to the Subleased Premises (except as expressly set forth in the Sublease with respect to the amount of rent or security deposit payable), Subtenant shall be jointly and severally primarily liable for such payment and performance, (ii) constitute consent by Sublandlord to, approval or ratification by Sublandlord of, or agreement by Sublandlord with, any particular provision of the Sublease or a representation or warranty by Sublandlord with respect to the Sublease, and Sublandlord shall not in any respect or for any purpose be bound or estopped by the Sublease, or (iii) constitute a consent to any change, alteration, addition, improvement or repair to the Subleased Premises, including the installation of signage, which must be separately obtained from Landlord by Sublandlord in accordance with the provisions of the Prime Lease;

(b) Subtenant may not further sublease the Subleased Premises, allow the Subleased Premises to be used by others or assign, transfer, mortgage, encumber, pledge or hypothecate the Sublease or Subtenant's interest in the Sublease, in whole or in part, without the prior written consent of Landlord in each instance, which consent may be withheld in accordance with the provisions of the Prime Lease relating to assignment and subleasing of the Prime Lease; this consent is not, and shall not be deemed or construed as, a consent to any future or other sublease, assignment or transfer, or a consent to a sublease term beyond the term of the Prime Lease, or a renewal or extension of the Prime Lease or the Sublease;

(c) such consent shall not be deemed or construed to be an assignment or partial assignment of the Prime Lease, or, except to the extent expressly provided by this Agreement, if at all, to create any privity of contract between Landlord and Subtenant with respect to the Prime Lease;

(d) such consent shall not be deemed or construed to modify, amend, waive or affect any term, condition or other provision of the Prime Lease, waive any breach of the Prime Lease or any of the rights or remedies of Landlord, enlarge or increase Landlord's obligations or Sublandlord's rights under the Prime Lease, grant to Subtenant rights that are greater than those granted to Sublandlord under the Prime Lease, or waive or affect Sublandlord's obligations under the Prime Lease, which shall continue to apply to the Subleased Premises and the occupants of the Subleased Premises as if the Sublease had not been made, with the Sublease remaining in all respects subject and subordinate to the Prime Lease, as the same may be amended; if any conflict exists between the Prime Lease or this Agreement and the Sublease (except, as to Subtenant, as expressly set forth in the Sublease with respect to the amount of rent or security deposit payable), then the Prime Lease or this Agreement, as applicable, shall control and prevail;

(e) notwithstanding any provision of the Sublease to the contrary, Subtenant shall have no right to enforce any of Sublandlord's rights under the Prime Lease directly against Landlord, all of such rights being personal to Sublandlord;

(f) Sublandlord and Subtenant shall not amend the Sublease in any respect without the prior written approval of Landlord, and in no event shall any such amendment, whether or not approved by Landlord, affect or modify or be deemed to affect or modify the Prime Lease in any respect;

(g) for the benefit of Landlord, Subtenant agrees that Subtenant will be fully and completely bound by each and every term of the Prime Lease relating to Subtenant's occupancy and use of the Subleased Premises, and, except as expressly set forth in the Sublease with respect to the amount of rent or security deposit payable, Subtenant expressly assumes and agrees to perform and comply with every obligation of Sublandlord under the Prime Lease as to the Subleased Premises, as if Subtenant was the Subtenant under the Prime Lease with respect to the Subleased Premises, including, without limitation, Sublandlord's obligation to indemnify Sublandlord in accordance with the Prime Lease; Subtenant acknowledges that Subtenant has examined and is familiar with all of the provisions of the Prime Lease;

(h) Sublandlord shall be liable to Landlord for any default under the Prime Lease, whether such default is caused by either or both Sublandlord and Subtenant or anyone claiming by, through or under either Sublandlord or Subtenant; subject to the notice and cure provisions set forth in the Prime Lease, Sublandlord may proceed directly against Sublandlord without first exhausting Sublandlord's remedies against Subtenant, Landlord may proceed directly against Subtenant without first exhausting Landlord's remedies against Sublandlord, or Landlord may proceed directly against Sublandlord and Subtenant simultaneously; therefore, such consent shall not be deemed to restrict or diminish any right that Landlord may have against Sublandlord or Subtenant pursuant to the Prime Lease, or at law or in equity for violation of the Prime Lease or otherwise, including, without limitation, the right to enjoin or otherwise restrain any violation of the Prime Lease by Subtenant, and Sublandlord may at any time enforce the Prime Lease against either or both Sublandlord and Subtenant; any breach of the Prime Lease by either Sublandlord or Subtenant will entitle Landlord to avail itself of any remedy set forth in the Prime Lease in the event of such breach, as well as any other remedy available at law to Landlord;

(i) notwithstanding anything to the contrary contained in this Consent, Landlord shall not be liable at any time for any cost or obligation of any kind arising in connection with the Sublease, including, without limitation, any failure of Sublandlord or Subtenant to perform any of their respective obligations under the Sublease, brokerage commissions or other charges or expenses, improvements to the Subleased Premises, or security required to be given by Subtenant under the Sublease; Sublandlord and Subtenant jointly and severally agree to indemnify, protect, defend and hold harmless Landlord from all claims, losses, liabilities, costs and expenses (including reasonable

attorneys' fees) that Landlord may incur as a result of any claim to pay any person any commission, finder's fee or other charge in connection with the Sublease; and

(j) to the extent that any provisions of the Sublease are contrary to the provisions of the Prime Lease, such Sublease provisions are deemed revoked as to Landlord, and Sublandlord and Subtenant shall fully perform all provisions of the Prime Lease.

4. In the event that Sublandlord Defaults under its obligations to be performed under the Prime Lease, Sublandlord agrees to deliver to Subtenant a copy of any such notice of default. Subtenant shall have the right to cure any Default of Sublandlord described in any notice of default within ten (10) days after service of such notice of default on Subtenant. If such Default is cured by Subtenant, then Subtenant shall have the right of reimbursement and offset from and against Sublandlord.

5. Termination of Sublease. If at any time prior to the expiration or sooner termination of the Sublease, (a) the Prime Lease expires or terminates for any reason, including, without limitation, as a result of a Sublandlord default, a rejection of the Prime Lease in Sublandlord bankruptcy proceedings, a voluntary termination agreed to by Landlord and Sublandlord, or the expiration of the term of the Prime Lease, or (b) Sublandlord's right to possession terminates by surrender, as a result of an unlawful detainer proceeding, or by any other cause, without termination of the Prime Lease, then the Sublease shall automatically and simultaneously terminate as a matter of law, and Subtenant shall vacate the Subleased Premises on or before the effective date of such expiration, termination or surrender. If Subtenant fails to vacate the Subleased Premises in a timely manner, Landlord shall be entitled to all of the rights and remedies available to a landlord against a tenant wrongfully holding over after expiration of the term of a lease without Sublandlord's prior written consent, including, without limitation, the rights and remedies available under the Prime Lease (including, without limitation, those provisions relating to increased rent). Landlord shall not be liable to Sublandlord or Subtenant for any claim or damage because of the termination.

LANDLORD has executed this Consent on the date set forth below, to be effective as of the date first set forth above.

LANDLORD:

GRAND COUNTY, a municipality of the State of Utah

By: Grand County, UT
Name: Elizabeth Tubbs
Title: Grand County Council Chair

ATTEST: _____

Charles Henderson, (owner, Sub-landlord) Date

ATTEST: _____

Keith McBeth, (Sub-tenant) Date

ATTEST: _____

Elizabeth Tubbs, Grand County Council Chair Date

ATTEST: _____

Diana Carroll, County Clerk Date

Consent of Sublease to Prime Ground Lease
Sublease To Prime Ground Lease
For Use at Canyonlands Field Airport

(Consent of Landlord)

THIS CONSENT (this "**Consent**") is executed as of the [19th] day of [July], [2016], by **Grand County**, a municipality of the State of Utah ("**Landlord**"), in favor of [Charles Henderson] ("**Sublandlord**"), and [Ben Black] ("**Subtenant**").

1. Landlord and Sublandlord are parties to that certain Ground Lease Agreement at Canyonlands Field, dated [July 19th, 2016] (the "**Prime Lease**"), with respect to that certain ground leased Premises located in Grand County, Utah, as more particularly defined in the Prime Lease (the "**Premises**"). (All terms capitalized but not defined in this Consent shall have the same meaning as set forth in the Prime Lease.)

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attorneys' fees) that Landlord may incur as a result of any claim to pay any person any commission, finder's fee or other charge in connection with the Sublease; and

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LANDLORD has executed this Consent on the date set forth below, to be effective as of the date first set forth above.

LANDLORD:

GRAND COUNTY, a municipality of the State of Utah

By: Grand County, UT
Name: Elizabeth Tubbs
Title: Grand County Council Chair

ATTEST: _____

Charles Henderson, (owner, Sub-landlord) Date

ATTEST: _____

Ben Black, (Sub-tenant) Date

ATTEST: _____

Elizabeth Tubbs, Grand County Council Chair Date

ATTEST: _____

Diana Carroll, County Clerk Date

AGENDA SUMMARY **GRAND COUNTY COUNCIL MEETING** **JULY 19, 2016** Agenda Item: M	
TITLE:	Approving proposed ground lease agreement with Redtail Air for a bulk fuel storage facility (fuel farm) at Canyonlands Field Airport
FISCAL IMPACT:	$672.52/yr (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:

N/A

RECOMMENDATION:

I move to approve the proposed ground lease agreement and enter into a 30 year ground lease agreement with Redtail Air for the purpose of a bulk fuel storage facility at Canyonlands Field Airport and authorize the Chair to sign all associated documents.

BACKGROUND:

Redtail Air, the Fixed Base Operator (FBO) at Canyonlands Field Airport would like to build and maintain a bulk fuel storage area at the airport. As the FBO, Redtail is responsible for providing Jet A and AvGas to both general aviation and commercial aviation.

This fuel farm would contain approximately 65,000 gal of fuel, and will be designed and build in accordance with appropriate FAA and environmental regulations. It will be located to the south of the existing ramp, beyond the location of the future expansion as delineated in the current Airport Master Plan.

The Airport Board reviewed and recommend for Council approval this agreement at their July 13th monthly meeting.

ATTACHMENT(S):

1. Proposed ground lease agreement for Redtail fuel storage (with color map and enlarged black and white map)

Ground Lease Agreement at Canyonlands Field between [Redtail Air] and Grand County

This Ground Lease Agreement (this "**Lease**"), is made and entered into as of August 01, 2016, by and between **Grand County**, a municipality of the State of Utah herein after referred to as "**County**" and **[Redtail Air]**, 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 (68 ft'x 43ft') 2,924 square feet, more or less, as more particularly described in Exhibit "A" attached hereto.

1. TERM.

The term of this lease shall be for a period of [30] years commencing on [August 1st, 2016] and shall expire at midnight on [August 31st, 2046]. Tenant shall have the option to renew the term of this lease one (1) time for five (5) additional years 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 **$672.52**, payable in advance upon the execution of this Lease and on [January 1st of each year] or [the annual anniversary of the date first set forth above]. The annual rent payable under this Lease is subject to adjustment and shall be calculated by multiplying the square footage of the Premises times the Base Rate established by County from time-to-time. For purposes of this Lease, the "**Base Rate**" shall mean the rate established by County and published in the Airport fee schedule. The published Base Rate as of the date of this Lease is [$0.23] per square foot per year. The annual rental installment for any fractional year shall be prorated for any partial year during the term of this Lease. Tenant shall have exclusive use of the Premises during the term of this Lease subject to the terms and conditions herein set forth. Installments of annual rent due pursuant to this Lease shall be remitted to: **County Clerk, 125 East Center, Moab, Utah 84532**.

(B) Without waiving any other right of action available to County, if Tenant fails to pay any installment of annual rent or any other fee due hereunder within thirty (30) days of the date the said rent or other fee is due, Tenant agrees to pay County a late charge equal to ten percent (10%) of the total said delinquent installment of rent or other 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 acknowledges and agrees that the annual rent due pursuant to this Lease shall increase in accordance with increases in the Base Rate, as established by County from time-to-time (but not more frequently than annually), which increases are anticipated to be not less than the aggregate increase in the CPI Index. As used herein, the "CPI" shall mean the Consumer Price Index - all urban consumers, west region all items (1982-1984 = 100) issued by the Bureau of Labor Statistics. In no event shall annual rent decrease. In addition, in no case shall square footage cost be less than the initial Base Rate per square foot set forth above.

3. USES AND PRIVILEGES OF TENANT

(A) Tenant shall use the Premises solely for the construction and operation of a fuel storage farm consisting of containment, storage tanks, and associated equipment for use and access.

(B) Tenant is hereby granted during the term of this Lease a revocable license to use, in common with others similarly authorized, all Public Airport Facilities and improvements which are now or may hereafter be connected with or appurtenant to the Airport, except as hereinafter provided. As used herein, the term "**Public Airport Facilities**" shall include, but not necessarily be limited to, approach areas, runways, taxiways, public aprons, aircraft and automobile parking areas, terminal facilities, or other public facilities appurtenant to the Airport.

(C) Tenant is hereby granted during the term of this Lease the right to pedestrian and vehicular ingress to and egress from the Premises over and across public roadways serving the Airport for Tenant, its employees, representatives, agents, patrons, guests and suppliers, subject to such nondiscriminatory and lawful ordinances, rules and regulations as now or may hereafter have application at the Airport. It is understood and agreed that County hereby retains the right of ingress and egress over, through and across the Premises at any time for purposes of inspection and such other needs as County may have in connection with the operation of the Airport.

(D) Tenant hereby acknowledges and agrees to meet any minimum standards established by County related to the construction of a hangar or other similar structure on the Premises and to abide by and follow such rules and regulations for the Airport as established, adopted or amended by County from time-to-time and that this Lease this Lease is subordinate to any and all such standards, rules and regulations.

(E) County reserves for itself, its successors and assigns, the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from the Airport and the right to prevent any other use of the Premises or the Airport that would constitute an airport hazard.

4. SIGNS

(A) Tenant shall not, without the prior written approval of County, erect or display any sign on the Airport, the Premises or any hangar or other structure constructed thereon. The term "**sign**" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters or other similar devices.

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

5. IMPROVEMENTS

(A) Tenant shall have the right to construct a private aircraft hangar on the Premises as described in 'Exhibit A'. 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 or Tenants operations thereon. Prior to any construction, Tenant shall have a geo-technical engineer prepare a soil report. Tenant shall submit the soil report to County for approval, together with plans, drawings, sketches designs and specifications for all construction activity on the Premises, including landscaping. Tenant shall ensure that all improvements constructed on the Premises shall be in accordance with the recommendations contained in the soil report and the plans and specifications approved

by County. The approval given by County shall not constitute a representation or warranty as to such conformity with zoning laws, regulations or building codes; responsibility therefore shall at all times remain with Tenant.

(B) 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. If Tenant fails to complete the construction of the improvements within a reasonable period after having commenced construction (not to exceed [6] months from the date Tenant commences construction of such improvements), Tenant shall, at its sole cost and expense, if requested by County, cause such incomplete improvements to be removed from the Premises.

(C) Prior to the construction of any improvements, and as a condition to obtaining County's approval of tenant's plans as set forth above, Tenant shall obtain and provide to County a security deposit, letter of credit, bond from a surety company acceptable to County, or other security acceptable to County (the "**Deposit**"). The Deposit shall be in an amount sufficient to cover the costs and expenses of removing the improvements from the Premises in the event Tenant fails to complete construction of the improvements and remove the same, and County will be entitled to apply the Deposit to such costs of removal. The Deposit shall not be released until construction of the improvements is complete.

6. TITLE TO PREMISES; TENANT FINANCING

(A) Upon the expiration or earlier termination of this Lease in accordance with its terms, all improvements to the Premises shall automatically vest in, revert to and become the sole property of County without compensation to, or requirement of consent or other act of Tenant and without the necessity of executing a deed, bill of sale, conveyance or other act or agreement of Tenant, and without any payment of any kind or nature by County to Tenant or to any other person, including any Leasehold Mortgagee (defined below) or other lender who has a lien against all or any portion of Tenant's interest in this Lease or in the said improvements. Tenant shall thereafter have no further rights thereto or interest therein, and shall make no representation or warranty to County with respect to the condition thereof; provided that such improvements shall be surrendered to Landlord in the condition in which Tenant is required to maintain them under this Lease, reasonable wear and tear excepted, and free and clear of all liens and encumbrances. Except as otherwise provided by this Lease, Tenant shall not remove any improvements from the Premises, nor waste or destroy any improvements. Upon or at any time after the date of the expiration or earlier termination of this Lease in accordance with its terms, if requested by County, Tenant shall, without charge to County, promptly execute, acknowledge and deliver to County a deed and bill of sale (in form and content acceptable to County) which (i) conveys all of Tenant's right, title, and interest in and to the Premises and improvements; (ii) assigns all contracts designated by County, if any, relating to the operation, management or maintenance of the Premises or any part thereof; and (iii) conveys or assigns, as the case may be, all plans, records, registers, permits, and all other papers and documents which may be necessary or appropriate for the proper operation and management of the Premises.

(B) Tenant shall have a right to place a mortgage, deed of trust or other security interest (a "**Leasehold Mortgage**") on Tenant's interest in the improvements constructed by Tenant and Tenant's leasehold interest in the Premises. Such Leasehold Mortgage shall not encumber County's fee interest in the Premises or County's reversionary interests in the improvements. Such Leasehold Mortgage shall be subject to the terms and conditions of this Lease and shall not modify any of the provisions of this Lease. In the event the

holder of a Leasehold Mortgage (a "**Leasehold Mortgagee**") seeks forecloses on the interests subject to the Leasehold Mortgage, County will recognize the purchaser at a foreclosure sale as the Tenant hereunder so long as such purchaser cures (i) any monetary defaults of any prior Tenant within thirty (30) days of such foreclosure, and (ii) all non-monetary defaults of Tenant within sixty (60) days of such foreclosure. Nothing herein shall permit a Leasehold Mortgagee or any purchaser at a foreclosure sale to remove any improvements from the Premises.

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 party thereto, all taxes, assessments, licenses and charges levied against Tenant's personal property, and all licenses and permits necessary for Tenant's operations under Federal or State statutes or local ordinances, insofar as they are applicable to Tenant's operations or use of the Premises at the Airport (hereinafter called "I**mpositions**"). Tenant may protest by appropriate proceedings in good faith and at its expense, the existence, amount, or validity of any Imposition and the extent of Tenant's liability therefore. Tenant agrees to indemnify County and hold County harmless from any and all losses, judgments, decrees, costs, (including reasonable attorney's fees), claims or demands for payment of any such Impositions or arising from Tenant's contest thereof.

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 the 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

(A) Tenant shall not permit rubbish, debris waste material or anything unsightly or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the Premises or to be disposed of improperly. Tenant agrees to maintain the hangar and any and all other structures upon the Premises, as well as the landscaping adjacent to the hangar or other structure 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.

(B) 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 County to Tenant, 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 to County 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 in only those areas 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 exceeding $10,000.00 in cost shall be made without the prior written approval of 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 the 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

(A) Tenant agrees to pay all charges for electricity, water, sewer, trash removal and other utilities used by Tenant on the Airport at such rates as may be from time to time established by County or applicable service provider and County assumes no responsibility for such utilities.

(B) County will provide a utility easement for service lines to the Premises in a location acceptable to County. Tenant shall be solely responsible for bringing all utility lines to Premises and shall provide separate meters for each of Tenant's utilities. County or future Airport tenants shall be able to connect to the utility lines that are installed by the Tenant without compensation.

12. FIRE EXTINGUISHERS

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

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 and against all claims, damages, expenses, liabilities and judgments: (a) for injury to persons, loss of life or damage to property occurring on the Premises (including property and officers, employees and agents of County); (b) arising from Tenant's operations and other use of the Premises or the Airport pursuant to this Agreement; (c) for workers compensation claims; and (d) for acts and omissions of Tenant's officers, employees, representatives, agents, servants, invitees, patrons, customers, subtenants contractors, subcontractors, successors, assigns, suppliers, and all other persons doing business with Tenant (excluding County, its officers, employees, representatives, and agents). Tenant shall not be liable for damage or injury occasioned by the negligence of 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. INSURANCE

(A) Throughout the term of this Lease, Tenant, at its sole cost and expense, shall provide and keep in force for the benefit of County and Tenant: (a) comprehensive [Commercial General Liability/Aviation Liability] insurance on an "occurrence" basis, including property damage, bodily injury and personal injury with limits no less than two million dollars ($2,000,000.00) per occurrence; (b) Commercial Automobile Liability Insurance with limits no less than one million dollars ($1,000,000.00) per occurrence for bodily injury and property damage for owned, non-owned and hired vehicles used in the operation of Tenant's business, if any; (c) Workers' Compensation Insurance as required by the State of Utah, with statutory limits, and (d) property insurance against all risks of loss to any tenant improvements, including any hangar or other structure constructed on the

Premises, at full replacement cost with no coinsurance limits maintained. The limits of insurance shall not in any manner impair the obligations of Tenant to indemnify, protect, defend and hold harmless County as specified in this Lease. Tenant shall provide Lessor with a Certificate of Insurance evidencing Tenant's compliance with the requirements of this paragraph upon execution of this Lease.

(B) Any insurance policy shall be written by insurance companies authorized to do business in the State of Utah and shall be written by companies approved by County, such approval not to be unreasonably withheld. Certificates of insurance shall be delivered to County at least ten (10) days prior to the effective date of the insurance policy for which the certificate is issued. Each such certificate shall contain (a) a statement of the coverage provided by the policy; (b) a statement certifying County is listed as an additional insured in the policy; (c) a statement of the period during which the policy is in effect; (d) a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and (e) an agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in amount for any reason whatsoever without at least thirty (30) days' prior written notice to County.

15. OBLIGATIONS OF COUNTY

(A) Clear Title.
County covenants and agrees that at the granting and delivery of this Lease it is well seized of the Premises and has good title thereto and that County has full right and authority to lease the same. County agrees that Tenant, upon paying the annual rent and other fees due hereunder and performing the other covenants and obligations of this Lease to be performed by Tenant, shall peaceably and quietly have, hold and enjoy the Premises for the full term of the Lease 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 herein set forth, County agrees to act promptly and reasonably upon requests of approval for any plans, changes or alterations thereto.

(D) Maintenance of Airport.
County reserves the right to develop, improve, and maintain all Public Airport 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, in good and adequate condition for use by cars and trucks, and shall maintain clear and uninterrupted access to the parking area over said access areas and roads; provided, however, County may, at any time, temporarily or permanently, close any roadway or right of way for such access, ingress or egress whether inside or outside the terminal building, or any other area at Airport, in its environs presently or hereafter used as such, so long as a means of access, ingress and egress reasonably equivalent to that formerly provided, and not adverse to Tenant's continued use and enjoyment of the Premises is substituted therefore and is concurrently made available therefore. Tenant understands and agrees that there may be inconveniences caused by inclement weather and construction or renovations of buildings and roadways, and Tenant hereby releases and discharges County from any and all claims, demands or causes of action which Tenant now or any time hereinafter

may have against County arising or alleged to arise out of the closing of any right of way or other area used as such, whether within or without Airport. If Tenant shall damage any facility of the Airport, including but not limited to hangars, buildings, runways, taxiways, roads, utility extensions, lighting, signs, towers, signs or any other similar facility, Tenant shall be obligated to pay the necessary and reasonable cost of repairs to County without regard to whether or not said damage is caused by negligence on the part of Tenant.

16. COUNTY'S RESPONSIBILITY TO TENANT'S PROPERTY

It is further understood and agreed that County assumes no responsibility for damage or loss that may occur to Tenant's property on the 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 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, 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 the 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

(A) County may, to conform to the Master Plan for the Airport, at its option, relocate the Premises covered by this Lease to another part of the Airport upon sixty (60) days prior 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 Premises. 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.

(B) 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 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 annual rent or any other fee or other sum of money to County when the 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 and, in any 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 within ninety (90) days; or (d) if Tenant shall abandon or vacate the Premises for a period of sixty (60) days; then, in any of such events, County shall have the immediate right to expel Tenant or any person, or persons occupying the Premises, with or without legal process, and in any such event, Tenant agrees to peaceably and quietly yield up and surrender the Premises to County.

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. Annual rent and other fees due hereunder 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, County may require Tenant to remove any structures Tenant has title to from the 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 the Premises within four (4) months of said termination of this 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 the Premises.

(B) 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.

(C) 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 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:

[Redtail Air]
[Attn: John Ramsey - President]
[PO Box 1009]
[Moab, UT 84532]
Phone; [435-259-7421]
Email: [john@flyredtail.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 or other structures on the Leased Premises, and upon notice form 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. Rent due during such period of holdover shall be 150% of the annual rent due for the year prior to the termination of this Lease.

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 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 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 prior written consent of County being first obtained and such must be made subject to the terms and conditions of this Lease. Such written consent shall not be unreasonably withheld, conditioned or delayed.

30. RENEWAL OPTION

Tenant has option to renew this Lease one (1) time on the same terms and conditions for a period of five (5) additional years by giving notice in writing to County no less than thirty (30) days prior to the expiration of the Lease 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 this Lease. Any action commenced concerning the provisions of this Lease shall be in Grand County, Utah.

32. MISCELLANEOUS PROVISIONS

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

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

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

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

(E) All negotiations and oral agreements acceptable to both parties have been incorporated herein. This 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.

(F) This Lease has been made in and shall be construed in with the laws of the State of Utah.

(G) 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: _____

John Ramsey, (President) Date

ATTEST: _____

Elizabeth Tubbs, Grand County Council Chair Date

ATTEST: _____

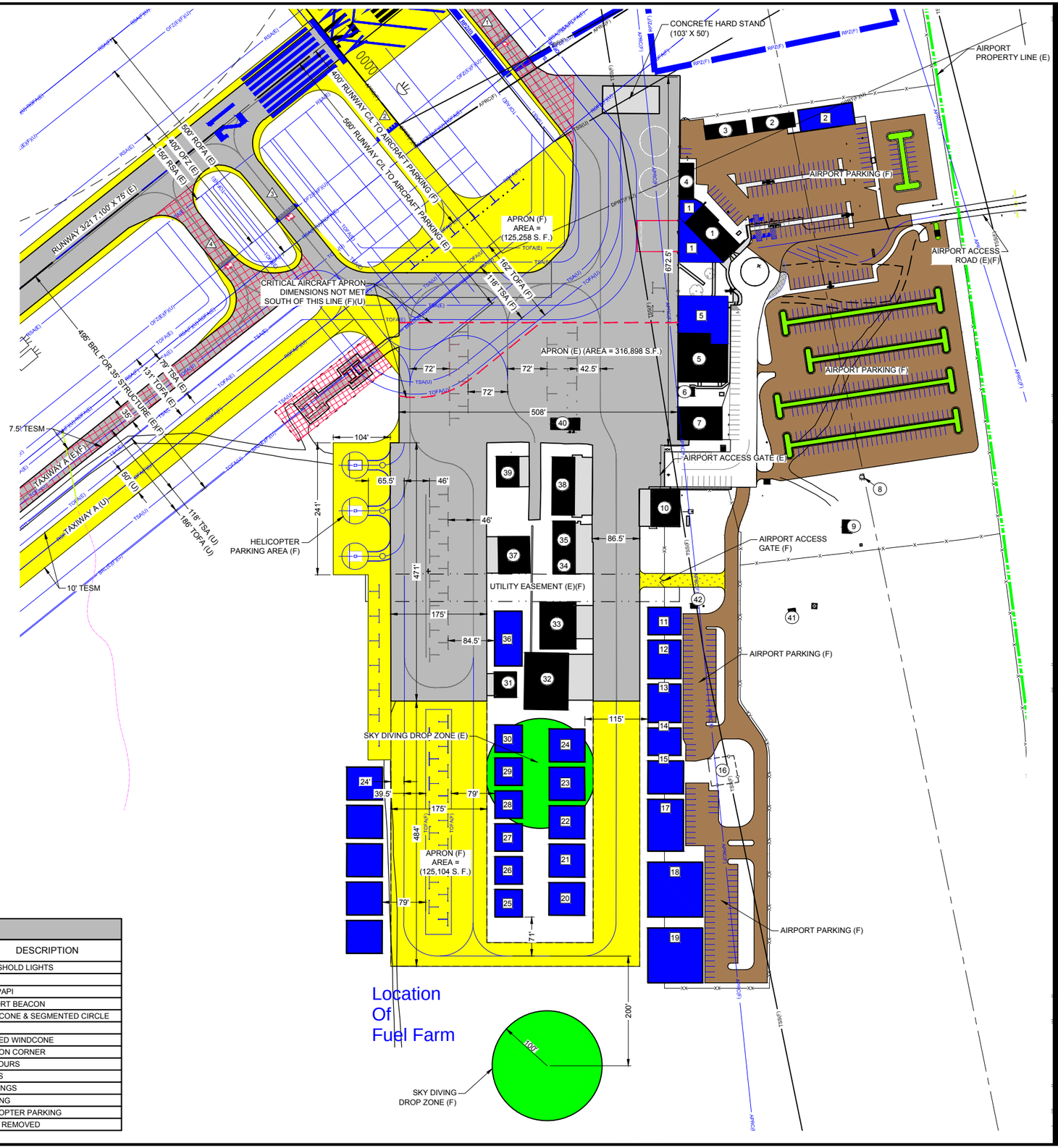
Diana Carroll, County Clerk Date

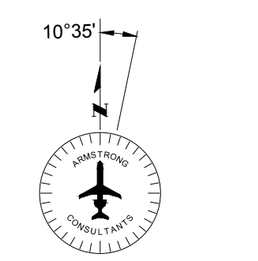
Attached: Exhibit "A" Description of Lease Area

4846-9703-5567, v. 2

NO.	FACILITY DESCRIPTION	TOP ELEV. (MSL-EST.)	NO.	FACILITY DESCRIPTION	TOP ELEV. (MSL-EST.)
1	TERMINAL / FBO	4583'	25	BOX HANGAR	4580
2	PARKING GARAGE	4567'	26	BOX HANGAR	4580'
3	PARKING GARAGE	4565'	27	BOX HANGAR	4580'
4	PARKING GARAGE	4565'	28	BOX HANGAR	4580'
5	HANGAR	4586'	29	BOX HANGAR	4580'
6	WASH BAY	4580'	30	BOX HANGAR	4580'
7	BOX HANGAR	4589'	31	BOX HANGAR	4580'
8	BEACON	4619'	32	BOX HANGAR	4579'
9	PUMP HOUSE	4583'	33	BOX HANGAR	4582'
10	ARFF STATION	4595'	34	BOX HANGAR	4587'
11	BOX HANGAR	4593'	35	BOX HANGAR	4587'
12	BOX HANGAR	4593'	36	BOX HANGAR	4580'
13	BOX HANGAR	4593'	37	BOX HANGAR	4580'
14	BOX HANGAR	4593'	38	BOX HANGAR	4580'
15	BOX HANGAR	4588'	39	BOX HANGAR	4594'
16	ELECTRICAL SUBSTATION	4568'	40	FUEL FARM	4578'
17	BOX HANGAR	4590'	41	RCO BUILDING	-
18	BOX HANGAR	4592'	42	ELECTRICAL VAULT	-
19	BOX HANGAR	4589'	43	LIGHTED WIND CONE WITH SEGMENTED CIRCLE	4578'
20	BOX HANGAR	4580'	44	VOR / DME	4561'
21	BOX HANGAR	4580'	45	ASOS	4591'
22	BOX HANGAR	4580'	46	SUPPLEMENTAL WIND CONE	4554'
23	BOX HANGAR	4580'			
24	BOX HANGAR	4580'			

◯ EXISTING
□ FUTURE
ELEVATIONS ARE ESTIMATED





MAGNETIC NORTH SOURCE:
NOAA GEOPHYSICAL DATA CENTER
MAGNETIC DECLINATION 10°35' EAST
RATE OF CHANGE 0°6' WEST PER YEAR
OBTAINED: 02/26/15

100 0 100 200
SCALE IN FEET

TAXIWAY TABLE

NO.	NAME	WIDTH
1	A1 (E)	35'
2	A1 (F)	50'
3	A2 (E)(F)	38'(E) 50'(F)
4	A3 (E)	35'
5	A4 (E)	36'
6	A3 (F)	50'
7	A5 (E)	35'
8	A4 (F)	50'
9	A6 (E)	35'
10	A7 (E) A5 (F)	35'(E) 50'(F)
11	A6 (F)	50'

LEGEND

EXISTING	FUTURE	DESCRIPTION	EXISTING	FUTURE	DESCRIPTION
ASPHALT CONCRETE		AIRFIELD DEVELOPMENT (ASPHALT)		0000 0000	THRESHOLD LIGHTS
		STRUCTURE/FACILITIES (BUILDING)			REIL
		GRAVEL / TURF / DIRT			VASI/PAPI
		AIRPORT PROPERTY LINE (APL)			AIRPORT BEACON
RSA(E)	RSA(F)	RUNWAY SAFETY AREA (RSA)			WIND CONE & SEGMENTED CIRCLE
OFZ(E)	OFZ(F)	OBSTACLE FREE ZONE (OFZ)			ASOS
ROFA(E)	ROFA(F)	RUNWAY OBJECT FREE AREA (ROFA)			LIGHTED WINDCONE
RPZ(E)	RPZ(F)	RUNWAY PROTECTION ZONE (RPZ)		N/A	SECTION CORNER
BRL(E)	BRL(F)	BUILDING RESTRICTION LINE (BRL)	4125	N/A	CONTOURS
TSA(E)	TSA(F)	TAXIWAY SAFETY AREA (TSA)			ROADS
TOFA(E)	TOFA(F)	TAXIWAY OBJECT FREE AREA (TOFA)			MARKINGS
		AIRPORT REFERENCE POINT (ARP)	X	XX	FENCING
	N/A	PACS/SACS MONUMENT			HELICOPTER PARKING
					TO BE REMOVED

NOTE: LEGEND DEPICTS ALP DEVELOPMENT, HOWEVER ALL SYMBOLS MAY NOT BE ON ALL PLAN SHEETS.

ARMSTRONG
PLANNING ENGINEERING CONSTRUCTION
COLORADO: 970.242.0101
ARIZONA: 602.803.7079
NEW MEXICO: 505.508.2192
www.armstrongconsultants.com

CANYONLANDS FIELD
GRAND COUNTY, UTAH

AIRPORT LAYOUT PLAN

No.	Project No.	Date	Revision / Description	File	Drwn.	Chkd	Apprvd
0	146251	08/2015	ORIGINAL ISSUE	6251503	GWK	JMR	JZP

THE INFORMATION OF THIS DOCUMENT MAY HAVE BEEN SUPPORTED, IN PART, THROUGH THE AIRPORT IMPROVEMENT PROGRAM FINANCIAL ASSISTANCE FROM THE FEDERAL AVIATION ADMINISTRATION AS PROVIDED UNDER TITLE 49 U.S.C., SECTION 47104. THE CONTENTS DO NOT NECESSARILY REFLECT OFFICIAL FAA POLICY OR REPRESENTATIONS, EXPRESSED OR IMPLIED, OF THE FAA. THE CONTENTS DOES NOT IN ANY WAY CONSTITUTE A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED THEREIN, NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE OR WOULD HAVE JUSTIFICATION IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS.

TERMINAL AREA DRAWING

AGENDA SUMMARY **GRAND COUNTY COUNCIL MEETING** JULY 19, 2016 Agenda Item: N	
TITLE:	Approving proposed contract award to a media company to purchase radio, TV, and digital for the Moab Area Travel Council for calendar year 2017
FISCAL IMPACT:	There will be no impact to the 2017 Travel Council budget as funds to pay the company will come out of the Advertising budget, at 10% of gross spending and off-set by the media company's ability to purchase the individual buys at approximately 30% less than current rates we purchase.
PRESENTER(S):	Elaine Gizler, Moab Area Travel Council Executive Director

Prepared By:

Elaine Gizler
Executive Director
Moab Area Travel Council
PO Box 550
Moab, Utah 84532
435-259-1370

FOR OFFICE USE ONLY:

Attorney Review:

Boilerplate agreement was approved in the past.

RECOMMENDATION:

I move to award the bid to Love Communications of Salt Lake City as the media company for the Moab Area Travel council to purchase TV, Radio and Digital spots for the full year 2017, effective December 1, 2016 through December 1, 2017, and authorize the Chair to sign all associated documents.

BACKGROUND:

The Moab Area Travel Council currently places media buys in 5 states for TV, Radio and Digital on an annual basis. Love Communications of Salt Lake City, has the expertise in travel and tourism placing media buys for Utah Counties and the State of Utah. Partnering with Love Communications to place their buys are the Utah Office of Tourism, Kane County Office of Tourism, Millard County Tourism, Thanksgiving Point, City Creek Center, as well as other major corporations in Utah. This relationship will afford us a cost savings of approximately 30% as they can leverage the media buys for TV, Radio, and Digital. Throughout the media campaign they will monitor the buys to ensure they are effective, and efficient, and will provide all the necessary statistical reports for each of the programmed buys monthly. In addition, they will provide formal presentations to the Moab Area Travel Council as well as the Travel Council Advisory Board on a scheduled basis for performance review.
A Request for Proposals (RFP) was published in May in accordance with the County Purchasing Policy. The Travel Council Advisory Board reviewed the proposals and adopted a motions to recommend Love Communications as a contracted media company.

We recommend awarding the contract to Love Communications in 2016 late fall for the following reasons:

- There will be no cost to starting our partnership in November/December as they will be working on commission and no media will be placed by Love in 2016. However, there is significant information that must be addressed prior to the actual buys being placed beginning in late January and the Moab Area Travel Council (MATC) must have enough time to prepare the requested information that Love communications may need from the MATC in a timely manner

- To review 2016 spending by category, TV, Radio, and Digital by

company and by season to provide Love with this information

- To Discuss with Love the strategy for 2017 before the season begins so they can prepare a most effective and efficient buy and present it to the MATC Marketing Committee for approval

- To determine what additional information Love Communications will need from the MATC, and providing enough time for the MATC to secure the details

Entering into this new contract will take a bit of time to confirm the strategy for 2017 and as we are in the process of working out the terms of our annual budget, it will help to know how each category of spending for marketing will be targeting from the media company.

ATTACHMENT(S):

1. Summary of RFP response
2. Proposed Independent Contractor's Agreement

RFP Response **Request for Media Company**

Company Name	Contact Name	Address	City	State	Zip	Phone	Current Bookings	Commission Bid	Additional Costs	Previous Business	According to RFP
Atlas Advertising	Guillermo Mazier	1860 Blake Street #B101	Denver	CO	80202	303-292-3300 ext 232	4mm	10% on 700.0 $30.0 Media Marketing $50.0 Creative Devlopment, $50.0 Account Management and Reporting $30.0 1 Yr Media Placement		no	yes
Backbone Media	Greg Williams	65 North 4th St. Ste 1	Carbondale	CO	81623	970-963-4873 ext.110	20mm	10% for Soend over 400,000 /48,000 annual up to 400,000 then 10% additional	Graphic Design, copywriting, digital ad serving .22 per 100 impressions, Travel hard costs when requested by client	no	yes
Barnhart	Bill Schumacher	1641 California Street Ste 400	Denver	CO	80202	303-626-7200	9mm	6-7%		no	yes
Flying A Media	Patrick Amsbry	35 North Arroyo Parkway Ste 230	Pasadena	CA	91103	626-376-4770	15mm	Radio, Digital and Audio $230.0 Digital Campaign $320.0, Targeted TV and Spot Cable $470.0, Other direct costs Content creation and video production $32.0 Promotional Collateral and Fulfillment $26.0 Total $1078.5		no	yes
JNS Media Specialist	Garry Sage	78100 Main Street Ste.202	La Quinta	CA	92253	760-775-0000	9mm	15%	Graphic Design, Ful Page Ads	no	yes
Laurus Marketing and Media	Melissa Reynolds	201 Steele Street Ste 2B	Denver	CO	80206	303-909-4483	3mm	0-499K 10% 500-899K 8% $900-199MM 7% $2MM 6%		no	yes
Love Communications	**Tom Love**	**546 S. 200 W.**	**Salt Lake City**	**UT**	**84101**	**801-519-8880**	**40mm**	**10**	**nominal for ad server**	**no**	**yes**
Penna Power		1706 S Major Street	Salt Lake City	UT	84115	801-487-4800	45mm	15		no	yes
Richter 7	Tal Harry	150 South State Street ste.400	Salt Lake City	UT	84111	801-303-1538	26mm	10	$2500 for reporting and analytics	no	yes
Sorenson Advertising	Erik Sorenson	1443 West 800 North Ste 203	Orem	UT	84057			15% Radio and TV 20% Management and planning	Graphic Designer Web Designer, Copywriting, PR	no	yes
Thomas Arts	Jordan Yospe	240 South 200 West	Farmington	UT	84025	801-939-9671	47mm	6 to 22% depending on media channel		no	yes

AGREEMENTS FOR INDEPENDENT CONTRACTORS

1. GENERAL. Grand County duly organized and existing under the laws of the State of Utah, with its primary place of business located at 125 E. Center Street, Moab UT 84532, Utah (hereinafter referred to as County) and Love Communications, (hereinafter referred to as Contractor) located at 546 So. 200 W, Salt Lake City, UT 84101 herewith enter into this Agreement for services, effective upon this date: December 1, 2016.

2. RECITALS. The parties recite and declare:

   A. Contractor is willing to provide services to County, and County is willing to accept services from and compensate Contractor for said services subject to the terms, covenants and conditions set forth in this Agreement.

   B. For the reasons set forth above, and in consideration of the mutual promises and Agreements set forth in this Agreement, County and Contractor agree as follows:

3. SERVICES.

   A. Contractor herewith agrees to perform the services as described in the Scope of Work (Exhibit A).

4. BEST EFFORT OF CONTRACTOR. Contractor agrees that they will at all times faithfully, industriously, and to the best of their ability, experience, and talents, perform all of the duties that may be associated with the services set forth above and shall perform said services to the reasonable satisfaction of County.

5. TERM OF AGREEMENT. This Agreement shall be in effect beginning 12/1/16 and ending on 12/31/2017.

6. TERMINATION OF AGREEMENT. This Agreement shall expire on or before 12/31/17. In addition, either party shall have the right to terminate this Agreement without cause by providing thirty (30) days written notice to the other party. Either party may terminate this Agreement immediately for cause by providing written notice stating the legal grounds for termination of the Agreement.

7. COMPENSATION OF CONTRACTOR. County shall pay Contractor, and Contractor shall accept from County, in full payment for Contractor's services under this Agreement, as follows. The County shall pay for services rendered as set forth in Exhibit A upon their completion.

8. RETURN OF EQUIPMENT ON TERMINATION OF SERVICES. On termination of this Agreement by either party, or at the termination of Contractor, all County property in the possession of Contractor shall be promptly returned to County by Contractor.

9. CONTRACTOR INDEPENDENCE. Contractor is an independent contractor with respect to all services performed under this agreement. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Contractors on work performed under the terms of this Agreement. Contractor shall defend, indemnify and save harmless the County from any claims or liability for such contributions or taxes. Nothing contained in this Agreement, nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.

10. HOLD HARMLESS/INDEMNIFICATION. Contractor herewith agrees to indemnify and hold the County, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the County or their respective officers, officials, agents, or employees, or any person or persons.

11. NO AGREEMENTS OUTSIDE OF AGREEMENT. This Agreement contains the complete Agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the parties acknowledges that they or it have relied on its own judgment in entering into this Agreement. The parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other.

    The Contractor may subcontract out a portion of the work to another party only with the express written permission of Grand County. It is acknowledged that any Agreement between the Contractor and Subcontractor is not binding on Grand County.

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

13. DISPUTES. Should any disputes arise with respect to this Agreement, the Contractor and the County agrees to act immediately to resolve any such disputes. Time is of the

essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or County as a result of such failure to proceed shall be borne by the Contractor; and the Contractor shall not make a claim against the County for such costs.

14. CHOICE OF LAW. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of other forums. Any such action shall be brought in the 7th Judicial District, State of Utah, Grand County.

15. NO WAIVER. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

16. SEVERABILITY. The invalidity of any portion of this Agreement for any reason with not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the severing of the invalid provision.

17. LIABILITY AND WORKERS COMPENSATION INSURANCE. Contractor warrants that Contractor has obtained and will maintain liability insurance sufficient to support Contractor's duty to indemnify, described in this Agreement. Contractor further warrants that contractor has obtained and will maintain workers compensation insurance as may be required by State law. Evidence of such insurance are attached as Exhibit "B".

18. UNDERSTANDING AND EFFECT OF AGREEMENT.

    A. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into Agreement.

    B. Parties warrant that they enter into this Agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.

    C. Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.

19. PARAGRAPH HEADINGS. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

20. ATTORNEY'S FEES AND COSTS. In the event of breach of this Agreement, the non-breaching party shall recover the attorney's fees and court costs that result from action or lawsuit brought to remedy the breach.

21. CONTRACTOR'S, SUBCONTRACTOR'S, AGENTS AND THEIR EMPLOYEES. It is acknowledged that Contractor's, Subcontractor's, Agent's and their employees engaged in the work performed under this Agreement are not employees or representative of Grand County. All contracted employees engaged in work on County premise shall be at least 18 years of age. The County reserves the right to remove Contractor or subcontractors' employees engaged in work on County property. Typically, the removal of Contractor's employees from County property will be associated with issues including but not limited to drug or alcohol use, theft, or confrontation.

22. DUTY OF NOTIFICATION. Upon filing for bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall notify the County, immediately. Upon learning of the actions herein identified, the County reserves the right, at their sole discretion, to either cancel the Agreement or reaffirm the Agreement.

23. PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS. Contractor shall be in possession of all professional licenses required to perform work prior to the commencement of the work and attached hereto as Exhibit "B". Securing other occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Agreement shall be the sole responsibility of the Contractor. Contractor shall comply with all federal, state, and local laws, ordinances and regulations applicable to the work.

24. WORK & INTELLECTUAL PROPERTY RIGHTS. The work results and the reports, if any as described in the Scope of Work (Exhibit "A") shall be considered confidential and proprietary and owned by the County, Contractor shall not release any such reports or work without prior written consent of the County. All inventions and copyrightable works that Contractor is obligated to disclose shall be, and remain, entirely the property of the County. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of the County. Contractor hereby assigns to the County any rights it may have in such copyrightable works. Contractor shall cooperate with County in obtaining any copyrights or patents.

25. CONFIDENTIALITY. All information disclosed by the County to the Consultant for the purpose of the work to be done or information that comes to the attention of the Consultant during the course of performing such work is to be kept confidential.

26. CONTRACT. This RFP, submitted documents, and any negotiations, when properly accepted by the County, shall constitute a contract equally binding between the County and Consultant. No different or additional terms shall become a part of this Contract with the exception of a written Amendment.

27. ETHICS. The offer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the County.

28. FAILURE TO DELIVER. In the event of failure of the Consultant to deliver services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure the services from other sources and hold the Consultant responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the County may have.

29. NONCONFORMING TERMS AND CONDITIONS. A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. Grand County reserves the right to permit the offer to withdraw nonconforming terms and conditions from its proposal prior to a determination by the County of non-responsiveness based on the submission of nonconforming terms and conditions.

30. FAILURE TO ENFORCE. Failure by the County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the County to enforce any provision at any time in accordance with its terms.

31. PATENTS/COPYRIGHTS. The Consultant agrees to protect Grand County from any claims involving infringements of patents and/or copyrights. In no event shall the County be liable to a Consultant for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

Contractor's Signature	Printed Name of Contractor	Date
County Signature	Printed Name of County Rep.	Date

ATTEST:

Clerk Auditor	Date

Contact Information

Contractor's Contact Information

Name: Love Communications
Title: _____
Address: 546 So. 200 W.
SLC, UT 84101
Phone: (_____) _____
Fax: (_____) _____
Email _____

County's Assigned Project Manager

Name: Elaine Gizler
Title: Executive Director Moab Area Travel Council
Address: 84 North 100 East
_____, Moab UT 84532
Phone: 435 259 1370
Fax: (_____) _____
Email director@discovermoab.com

Exhibit "A"
Scope of Work

Contractor herewith agrees to perform the services as set forth in this Exhibit.

(1) Placing buys for all Radio, TV, and Digital for the Moab Area Travel Council for full year 2017.
(2) Company must reside in Utah.
(3) Agency must provide to The Moab Area Travel Council Executive Director, monthly results pertaining to each media buy and then a quarterly meeting with TV, online, and radio, to discuss performance and upcoming strategies for media buys.

Exhibit "B"
Professional License(s) and Insurance

Contractor shall be in possession of all professional licenses required to perform work and insurances prior to the commencement of the work and are attached in this Exhibit.

AGENDA SUMMARY

GRAND COUNTY COUNCIL MEETING

JULY 19, 2016

Agenda Item: O

TITLE:	Approving proposed contract award to an advertising agency for re-design and layout of the new Moab Area Travel Council Planner
FISCAL IMPACT:	$9,800 within budget
PRESENTER(S):	Elaine Gizler, Moab Area Travel Council, Executive Director

Prepared By:

Elaine Gizler
Executive Director
Moab Area Travel Council
P.O. Box 550
Moab, Utah 84532
435-259-1370

FOR OFFICE USE ONLY:

Attorney Review:

Boilerplate has been approved in the past.

RECOMMENDATION:

I move to award the bid to Sorenson Advertising of St. George, Utah as the company for the redesign and layout of the Moab Area Travel Council Travel Planner for 2016, effective July 20, 2016 until October 1, 2016, and authorize the Chair to sign all associated documents.

BACKGROUND:

The current travel planner layout and design was done 6 years ago in 2010. The Moab Area Travel Council has new photography, upgraded maps, new businesses, and additional information that needs to be added. The new design goal will continue to be inspirational and informational as this publication is distributed around the world to Tour Operators, Tourists, Trade Shows, Utah Welcome Centers, and by the Utah Office of Tourism.

The Travel Council Advisory Board received the proposals and adopted a motion to recommend Sorenson Advertising as a contracted advertising agency.

(

ATTACHMENT(S):

1. Summary of RFP Responses
2. Proposed Independent Contractors Agreement

2016/17 Moab Travel Planner RFP Responses

7/15/2016

Business Name	Staff	Samples	Price	Comments	Rating	
C&S Creative	3	8 - Very nice selection of designs	$8,825	Family owned. Been in business 30 years.	4	*
Classic Ink	4	5 - Previous Moab Planner is their most inspired design	$13,600	Previous Moab Travel Planner design firm.	3	
Dorado Brand Studio	12	0 - Dorado Magazine has an excellent design	$27,882	Future options for printing in 75,000 batches and doing fulfillment.	4	
Hint Creative		5 - Business-like, cold designs	$35,500	Not an exact fit.	2	
Penna Powers	10	10 - Very nice variety of designs	$17,510	They know Moab. Very nice effort in preparing RFP response. Work with several DMO's.	5	*
Richter 7	5	4 - Nicely done but Annual Report style	$16,933	Phase 1 (Develop templates) = $8,813, Phase 2 (Insert content)= $8,120	3	
Sorenson	7+	6 - Very nice designs, although somewhat boxy	$9,800	Very nice designs. Did Vernal & Bryce Guides. Excellent RFP response.	5	*
Struck	4+	5 - Nice variety of styles - somewhat generic	$60,000	Work with UOT	3	

AGREEMENTS FOR INDEPENDENT CONTRACTORS

1. GENERAL. Grand County duly organized and existing under the laws of the State of Utah, with its primary place of business located at 125 E. Center Street, Moab UT 84532, Utah (hereinafter referred to as County) and Sorenson Advertising, address (hereinafter referred to as Contractor) located at Southern Utah Office, 491 North Bluff St., Suite 305, St. George, UT 84770 herewith enter into this Agreement for services, effective upon this date: July 20th, 2016.

2. RECITALS. The parties recite and declare:

   A. Contractor is willing to provide services to County, and County is willing to accept services from and compensate Contractor for said services subject to the terms, covenants and conditions set forth in this Agreement.

   B. For the reasons set forth above, and in consideration of the mutual promises and Agreements set forth in this Agreement, County and Contractor agree as follows:

3. SERVICES.

   A. Contractor herewith agrees to perform the services as described in the Scope of Work (Exhibit A):

4. BEST EFFORT OF CONTRACTOR. Contractor agrees that they will at all times faithfully, industriously, and to the best of their ability, experience, and talents, perform all of the duties that may be associated with the services set forth above and shall perform said services to the reasonable satisfaction of County.

5. TERM OF AGREEMENT. This Agreement shall be in effect beginning 7/20/2016 and ending on 10/1/2016.

6. TERMINATION OF AGREEMENT. This Agreement shall expire on or before 10/1/2016. In addition, either party shall have the right to terminate this Agreement without cause by providing thirty (30) days written notice to the other party. Either party may terminate this Agreement immediately for cause by providing written notice stating the legal grounds for termination of the Agreement.

7. COMPENSATION OF CONTRACTOR. County shall pay Contractor, and Contractor shall accept from County, in full payment for Contractor's services under this Agreement, . The County shall pay for services rendered as set forth in Exhibit A upon their completion.

8. RETURN OF EQUIPMENT ON TERMINATION OF SERVICES. On termination of this Agreement by either party, or at the termination of Contractor, all County property in the possession of Contractor shall be promptly returned to County by Contractor.

9. CONTRACTOR INDEPENDENCE. Contractor is an independent contractor with respect to all services performed under this agreement. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Contractors on work performed under the terms of this Agreement. Contractor shall defend, indemnify and save harmless the County from any claims or liability for such contributions or taxes. Nothing contained in this Agreement, nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.

10. HOLD HARMLESS/INDEMNIFICATION. Contractor herewith agrees to indemnify and hold the County, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the County or their respective officers, officials, agents, or employees, or any person or persons.

11. NO AGREEMENTS OUTSIDE OF AGREEMENT. This Agreement contains the complete Agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the parties acknowledges that they or it have relied on its own judgment in entering into this Agreement. The parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other.

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

13. DISPUTES. Should any disputes arise with respect to this Agreement, the Contractor and the County agrees to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or County as a result of such failure to proceed shall be borne by the Contractor; and the Contractor shall not make a claim against the County for such costs.

14. CHOICE OF LAW. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of other forums. Any such action shall be brought in the 7th Judicial District, State of Utah,Grand County.

15. NO WAIVER. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

16. SEVERABILITY. The invalidity of any portion of this Agreement for any reason with not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the severing of the invalid provision.

17. LIABILITY AND WORKERS COMPENSATION INSURANCE. Contractor warrants that Contractor has obtained and will maintain liability insurance sufficient to support Contractor's duty to indemnify, described in this Agreement. Contractor further warrants that contractor has obtained and will maintain workers compensation insurance as may be required by State law. Evidence of such insurance are attached as Exhibit "B".

18. UNDERSTANDING AND EFFECT OF AGREEMENT.

    A. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into Agreement.

    B. Parties warrant that they enter into this Agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.

C. Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.

19. PARAGRAPH HEADINGS. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

20. ATTORNEY'S FEES AND COSTS. In the event of breach of this Agreement, the non-breaching party shall recover the attorney's fees and court costs that result from action or lawsuit brought to remedy the breach.

21. CONTRACTOR'S, SUBCONTRACTOR'S, AGENTS AND THEIR EMPLOYEES. It is acknowledged that Contractor's, Subcontractor's, Agent's and their employees engaged in the work performed under this Agreement are not employees or representative of Grand County. All contracted employees engaged in work on County premise shall be at least 18 years of age. The County reserves the right to remove Contractor or subcontractors' employees engaged in work on County property. Typically, the removal of Contractor's employees from County property will be associated with issues including but not limited to drug or alcohol use, theft, or confrontation.

22. DUTY OF NOTIFICATION. Upon filing for bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall notify the County, immediately. Upon learning of the actions herein identified, the County reserves the right, at their sole discretion, to either cancel the Agreement or reaffirm the Agreement.

23. PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS. Contractor shall be in possession of all professional licenses required to perform work prior to the commencement of the work and attached hereto as Exhibit "B". Securing other occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Agreement shall be the sole responsibility of the Contractor. Contractor shall comply with all federal, state, and local laws, ordinances and regulations applicable to the work.

24. WORK & INTELLECTUAL PROPERTY RIGHTS. The work results and the reports, if any as described in the Scope of Work (Exhibit "A") shall be considered confidential and proprietary and owned by the County, Contractor shall not release any such reports or work without prior written consent of the County. All inventions and copyrightable works that Contractor is obligated to disclose shall be, and remain, entirely the property of the County. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of the County. Contractor hereby assigns to the County any rights it may have in such copyrightable works. Contractor shall cooperate with County in obtaining any copyrights or patents.

25. CONFIDENTIALITY. All information disclosed by the County to the Consultant for the purpose of the work to be done or information that comes to the attention of the Consultant during the course of performing such work is to be kept confidential.

26. CONTRACT. This RFP, submitted documents, and any negotiations, when properly accepted by the County, shall constitute a contract equally binding between the County and Consultant. No different or additional terms shall become a part of this Contract with the exception of a written Amendment.

27. ETHICS. The offer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the County.

28. FAILURE TO DELIVER. In the event of failure of the Consultant to deliver services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure the services from other sources and hold the Consultant responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the County may have.

29. NONCONFORMING TERMS AND CONDITIONS. A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. Grand County reserves the right to permit the offer to withdraw nonconforming terms and conditions from its proposal prior to a determination by the County of non-responsiveness based on the submission of nonconforming terms and conditions.

30. FAILURE TO ENFORCE. Failure by the County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the County to enforce any provision at any time in accordance with its terms.

31. PATENTS/COPYRIGHTS. The Consultant agrees to protect Grand County from any claims involving infringements of patents and/or copyrights. In no event shall the County be liable to a Consultant for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

Contractor's Signature	Erik Sorenson Printed Name of Contractor	7/14/16 Date
County Signature	Printed Name of County Rep.	Date

ATTEST:

Clerk Auditor Date

Contact Information

Contractor's Contact Information

Name: Erik Sorenson
Title: President
Address: 491 N. Bluff #305
St George UT 84770
Phone: (877) 727-2650
Fax: (800) 867-5127
Email info@sorensonadvertising.com

County's Assigned Project Manager

Name: Elaine Gizler
Title: Executive Director MATC
Address: 81 North 100 East
, Moab UT 84532
Phone: (435) 259-1370
Fax: ( )
Email director@discovermoab.com

Exhibit "A"
Scope of Work

Contractor herewith agrees to perform the services as set forth in this Exhibit.

(1) Redesign and layout of the Moab Area Travel Council Planner
(2) Adhere to the following timeline.

- July 21st gathering information from Moab Area Travel Council and concept design of the new Travel Planner
- August 3rd present design templates
- August 26th review updated chart content for Travel Planner
- September 2nd, 2016, present first draft September 9th, Present third draft
- September 16th present second draft
- September 23rd edit and approve final copy
- September 30th deliver files to printer

Exhibit "B"
Professional License(s) and Insurance

Contractor shall be in possession of all professional licenses required to perform work and insurances prior to the commencement of the work and are attached in this Exhibit.

TOPA Insurance Company
Businessowner Retail Office - Declarations

Made a part of Policy Number **UIB-090-85028-4** Effective Date & Time **7/15/2016 12:01 AM**

These Declarations are part of the Common Declarations containing the name of the insured and the policy period.

Policywide Coverage and Limits of Insurance

Section I Property

Property Limits and Coverages

Inflation Percentage	6%	Valuable Papers and Records - On Premises		$10,000	
On Premises Accounts Receivable	$10,000				
Blanket Insurance		Newly Acquired or Constructed		Business Income	
Buildings	No	Buildings	$50,000	60	days coverage for ordinary payroll
Personal Property	No	Personal Property	$25,000	30	days extended business income
Employee Dishonesty					
# of employees	0				
Limit	$				

Section II Liability

Liability Limits of Insurance	Occurrence	Aggregate	Property Damage Ded.
Liability and Medical Expenses	$1,000,000	$2,000,000	No Coverage
Products / Completed Operations Aggregate		Included	
Damage To Premises Rented To You	$50,000	any one fire or explosion	
Medical Expenses	$5,000	per person	
Hired Auto Liability	$	Non Owned Auto Liability	$

Location Coverages

Location #	1	Address	491 N BLUFF STREET SUITE 305, SAINT GEORGE, UT 84770		
Outdoor Signs	No Coverage	Money and Securities Inside	No Coverage	Money and Securties Outside	No Coverage

Building #	1	Description	ADVERTISING OFFICE LOCATIONS				
Retail Office Class	Offices - Professional						
Building	Personal Property	Property Deductible	Coverage Form	Valuation	Construction Type	Protection Class	
$	$50,000	$500	Special	RCV	Frame	5	

Location #	2	Address	1443 W 800 N, STE 203, OREM, UT 84057		
Outdoor Signs	No Coverage	Money and Securities Inside	No Coverage	Money and Securties Outside	No Coverage

Building #	1	Description	2ND LOCATION OFFICE SPACE				
Retail Office Class	Offices - Professional						
Building	Personal Property	Property Deductible	Coverage Form	Valuation	Construction Type	Protection Class	
$	$20,000	$500	Special	RCV	Frame	4	

Location #	3	Address	928 N WESTRIDGE DR, UNIT #U, SAINT GEORGE, UT 84770		
Outdoor Signs	No Coverage	Money and Securities Inside	No Coverage	Money and Securties Outside	No Coverage

Building #	1	Description	WAREHOUSE FOR EQUIPMENT				
Retail Office Class	Offices - Professional						
Building	Personal Property	Property Deductible	Coverage Form	Valuation	Construction Type	Protection Class	
$	$100,000	$500	Special	RCV	Frame	4	

Policy Summary

Terrorism coverage is excluded	**Premium for terrorism coverage:**	**No Coverage**
Forms applicable to this coverage part: UGBP 00 10 01 09, UGIL 30 03 06 05, IL 70 26 01 02, BP 00 03 01 06, BP 01 02 01 10, BP 05 15 01 08, BP 04 17 07 02, BP 04 39 07 02, BP 04 92 07 02, BP 05 17 01 06, BP 05 77 01 06, BP 05 42 01 08, BP 15 05 05 14, UGBP 05 02B 10 13, BP 04 12 01 06, BP 12 03 01 06, BP 04 46 01 06, BP 04 16 01 06, BP 05 25 12 02	**Total Premium:**	**$1,070**

TOPA Insurance Company
Retail Office Supplemental Declarations

Coverages provided by your Businessowners Policy are described in the coverage forms and endorsements attached to your policy and identified in these declarations. Higher limits shown below supersede limits for the same coverage described in the coverage forms and endorsements.

Property Coverages	Limits / Coverage Details
Accounts Receivable off Premises	$ 5,000
Business Income	12 Months Actual Loss Sustained
Business Income - Extended	60 Days
Business Income Ordinary Payroll Coverage	60 Days
Business Personal Property Seasonal Increase	25 %
Business Personal Property Expanded Coverage	100 Feet
Business Personal Property of Others	Included in Business Personal Property
Civil Authority - Business Income and Extra Expense	3 Weeks / 72 Hour Wait Period
Computer Coverage	Included in Business Personal Property
Debris Removal	$ 10,000 Excess of 25% of Loss
Dependent Properties	$ 5,000 / 72 Hour Wait Period
Electronic Data	$ 10,000
Electronic Equipment	Included in Business Personal Property
Extra Expense	12 Months Actual Loss Sustained
Fire Department Service Charge	$ 2,500
Fire Extinguisher and Fire Suppression System Recharge	$ 5,000
Forgery and Alteration	$ 2,500
Glass Breakage	Building and Interior Glass Included
Increased Cost of Construction	$ 10,000
Interruption of Computer Operations	$ 10,000
Money Orders - Counterfeit Currency	$ 1,000
Newly Acquired or Constructed Building	$ 50,000
Newly Acquired or Constructed Business Personal Property	$ 25,000
Newly Acquired or Constructed Property Loss of Income - Extra Expense	Included
Outdoor Property - Trees, Shrubs or Plants	$ 2,500 / $ 250 per item
Personal Effects	$ 2,500
Pollutant Cleanup and Removal	$ 10,000
Preservation of Property	30 Days
Salesman's Samples	Included in off Premises Business Personal Property
Valuable Papers and Records off Premises	$ 5,000

General Liability Coverage	Limits / Coverage Details
Advertising Injury	Included
Bodily Injury	Included
Broad Form Property Damage	Included
Broad Form Notice of Loss	Included
Conditional Indemnitee Defense	Included
Cost of Bail Bonds	$ 250
Cost Incurred From Claim Assistance	Included
Damage to Property of Others	Included
Employees as Insured	Included
Explosion, Collapse and Underground Coverage	Included
Extended Non-owned Watercraft less than 51 feet	Included
Host Liquor Liability	Included
Incidental Medical Services	Included
Independent Contractor Protective	Included
Insured Contractual Liability	Included
Legal Defense and Court Costs	Included
Loss of Earnings while Assisting in Settlement of a Claim	$ 250 per day
Medical Expenses	$ 5,000
Operation of Mobile Equipment	Included
Pre and Post Judgment Interest	Included
Real Estate Manager as Insured	Included
Reasonable Force	Included
Volunteers as Insured	Included

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Section II – Liability:

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or

2. The project shown in the Schedule.

ISO Copyrighted Material Included

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:
REVCO LEASING 3244 S 300 W SALT LAKE CITY, UT 84115
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph C. Who Is An Insured in Section II - Liability:

3. The person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

An additional premium of $10.00 is fully earned at the time of issue.

ISO Copyrighted Material Included

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED
DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person Or Organization:
RREF II-JFH BRILLO, LLC 790 NW 107TH AVE., 4TH FLOOR MIAMI, FL 33172
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph C. Who Is An Insured in Section II - Liability:

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

   To the extent that any of the additional insured named herein are liable for occurrences arising out of the named insured's negligent acts or omissions, the insurance afforded to the additional insured under this endorsement is primary insurance over any other valid or collectible insurance which the additional insured may have with respect to loss under any of the listed policies. Other insurance of any additional insured applicable to loss is non-contributory and excess over the coverage provided by this endorsement, and the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

An additional premium of $0.00 is fully earned at the time of issue.

ISO Copyrighted Material Included

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person Or Organization:
WELLS FARGO DEALER SERVICES PO BOX 5075 CORAOPOLIS, PA 151085075
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph C. Who Is An Insured in Section II - Liability:

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

   To the extent that any of the additional insured named herein are liable for occurrences arising out of the named insured's negligent acts or omissions, the insurance afforded to the additional insured under this endorsement is primary insurance over any other valid or collectible insurance which the additional insured may have with respect to loss under any of the listed policies. Other insurance of any additional insured applicable to loss is non-contributory and excess over the coverage provided by this endorsement, and the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

An additional premium of $0.00 is fully earned at the time of issue.

ISO Copyrighted Material Included

UNITED INSURANCE GROUP

Policy # UIB-090-85028

Additional Insured Listing

SORENSON ADVERTISING LLC

REVCO LEASING
3244 S 300 W
SALT LAKE CITY, UT 84115

Subline	Certificate
Retail Office	Additional Insured - Lessor of Leased Equipment

RREF II-JFH BRILLO, LLC
790 NW 107TH AVE., 4TH FLOOR
MIAMI, FL 33172

Subline	Certificate
Retail Office	Additional Insured Designated Person Or Organization

WELLS FARGO DEALER SERVICES
PO BOX 5075
CORAOPOLIS, PA 151085075

Subline	Certificate
Auto	Lessor - Additional Insured and Loss Payee

Item Three - Schedule of Covered Autos You Own - Continued

Coverages - Premiums, Limits and Deductibles (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)

	Liability		PIP		Auto Medical Payment		Comprehensive		Specified Causes of Loss		Collision		Towing & Labor	
Covered Auto No.	Limit (In Thousands)	Premium	Limit* minus deductible shown below	Premium	Limit (In Thousands)	Premium	Limit** minus deductible shown below	Premium	Limit** minus deductible shown below	Premium	Limit** minus deductible shown below	Premium	Limit per disablement	Premium
1	Per form UGCA 33 01 "Schedule of Autos Liability / Physical Damage"													
2														
3														

Additional Coverage(s) - Premium, Limit, Deductible: *Limit stated in each applicable PIP or PPI Endorsement **Limit stated in Item Two

Item Four - Schedule of Hired or Borrowed Covered Auto Coverage and Premiums

Liability Coverage - Rating Basis, Cost of Hire

State	Estimated Cost of Hire For Each State	Rate Per Each $100 of Cost of Hire	Factor (If Liability Coverage is Primary)	Premium
	$	$		$
			Total Premium	$

Cost of hire means the total amount you incur for the hire of "autos" you do not own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

Physical Damage Coverage

Coverages	Limit of Insurance The Most We Will Pay, Deductible	Estimated Annual Cost of Hire	Rate (Per Each $100 Annual Cost of Hire)	Premium
Comprehensive	Stated amount, actual cash value or cost of repair, whichever is less, minus deductible for each covered "auto", but no deductible applies to "loss" caused by fire or lightning.	$	$	$
Specified Causes of Loss	Stated amount, actual cash value or cost of repair, whichever is less, minus $ deductible for each covered "auto".	$	$	$
Collision	Stated amount, actual cash value or cost of repair, whichever is less, minus deductible for each covered "auto".	$	$	$
			Total Premium	$

Item Five - Schedule for Non-Ownership Liability

Named Insured's Business	Rating Basis	Number	Premium
Other Than a Social Service Agency	Number of Employees		$
	Number of Partners		$
Social Service Agency	Number of Employees		$
	Number of Volunteers		$
		Total Premium	$

Item Six - Schedule for Gross Receipts or Mileage Basis - Liability Coverage - Public Auto or Leasing Rental Concerns

Estimated Yearly	Rates		Premiums	
☐ **Gross Receipts** ☐ **Mileage**	☐ **Per $100 of Gross Receipts** ☐ **Per Mile**		**Liability Coverage**	**Auto Medical Payments**
	Liability Coverage	Auto Medical Payments		
	$	$	$	$
	$	$	$	$
When used as a premium basis:		**Total Premiums**	$	$
For Public Autos:		**Minimum Premiums**	$	$

Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:

A. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
B. Advertising Revenue.
C. Taxes which you collect as a separate item and remit directly to a governmental division.
D. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.

For Rental or Leasing Concerns:

Gross Receipts means the total amount to which you are entitled for the leasing or rental of "autos" during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.

Mileage means the total live and dead mileage developed by all the "autos" you leased or rented to others during the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED DRIVER EXCLUSION
(Specified Operator(s) Excluded)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured		
Endorsement Effective	Policy Number	Countersigned By

(Authorized Representative)

It is understood and agreed that no coverage is afforded under this policy for any claim or "loss" arising from "accidents" or occurrences involving any covered "auto" while being driven or operated by any person listed below:

SCHEDULE

Name of Excluded Operator	Driver's License Number
BIANCA CASTIGLONE	111111111 UT
RENEE RYMER	16119549 UT

All other terms and conditions of this policy remain unchanged.

ISO Copyrighted Material Included

Schedule of Covered Autos You Own - Extension of Declarations

POLICY NUMBER: UIB-090-85028-4

COMPANY NAME: SORENSON ADVERTISING LLC

No.	Year	Make / Model	Body Type	Vehicle ID # (VIN / Serial)	Garaged City	Garaged State	Garaged Zip Code
4	2013	Toyota / CAMRY L/LE/SE/XLE	4 Door Sedan	4T1BF1FK9DU644130		UT	84770
6	2015	Chevrolet / SUBURBAN 1500 LTZ	Utility Vehicle 4 Door 4WD	1GNSKKKC1FR619854		UT	84770
7	2014	Tesla / MODEL S BASE/MODEL S PERFORMANCE	Sedan, 4-door - 2WD	5YJSA1H26EFP65661		UT	84770
9	2014	Ford / F-150 SUPERCREW	Pickup 4 Door 4WD	1FTFW1ET2EFA00913		UT	84770

No.	ISO Territory	Radius (miles)	Business Use	GVW, GCW or Seat Cap	Symbol APD Symbol	Symbol APD Spec. Equip	CSP Code	Stated Amount (Dollars)	Loss Payee Name, Address, City, State, Zip
4	3			PPT	23		7398		
6	3			PPT	58		7398		
7	3			PPT	67*		7398		
9	3	1-100	Service	0 - 10,000	43		01199		

No.	Liability Premium	PIP Premium	Med Pay Premium	UM Premium	UIM Premium	Comprehensive Deductible	Comprehensive Premium	Specified Causes Of Loss Deductible	Specified Causes Of Loss Premium	Collision Deductible	Collision Premium	UMPD Premium	Special Eq. Premium
4	$585.00	$64.00		$19.00	$47.00	$500	$139.00			$500	$395.00		
6	$585.00	$64.00		$19.00	$47.00	$500	$351.00			$500	$999.00		
7	$585.00	$64.00		$19.00	$47.00	$500	$566.00			$500	$1611.00		
9	$504.00	$14.00		$19.00	$47.00	$500	$266.00			$500	$757.00		

UNITED INSURANCE GROUP
United Insurance Company • United Underwriters

Claims can be reported 24 X 7 at www.uuinsurance.com OR by phone Monday-Friday 8:00 am - 5:00 pm at 1-877-875-8038
Coverage Provided by: TOPA Insurance Company
POLICY NUMBER: UIB-090-85028-4 POLICY PERIOD: 07/15/2016 to 07/15/2017

NAMED INSURED
SORENSON ADVERTISING LLC

491 N BLUFF STREET SUITE 305
SAINT GEORGE, UT 84770

AGENT
Landmark Insurance Agency, Inc.
107 South 1470 East, Suite 302
St. George, UT 84790-1759
Ph (435) 656-4586 FAX (435) 673-3621

VEHICLE INFORMATION

Veh #	Year	Make / Model / Body Style	VIN / Serial #	Usage
1	2013	Toyota / CAMRY L/LE/SE/XLE / 4 Door Sedan	4T1BF1FK9DU644130	

***** INSURANCE I.D. CARD *** ***KEEP THIS FORM IN VEHICLE AT ALL TIMES *****

UNITED INSURANCE GROUP
United Insurance Company • United Underwriters

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Coverage Provided by: TOPA Insurance Company
POLICY NUMBER: UIB-090-85028-4 POLICY PERIOD: 07/15/2016 to 07/15/2017

NAMED INSURED
SORENSON ADVERTISING LLC

491 N BLUFF STREET SUITE 305
SAINT GEORGE, UT 84770

AGENT
Landmark Insurance Agency, Inc.
107 South 1470 East, Suite 302
St. George, UT 84790-1759
Ph (435) 656-4586 FAX (435) 673-3621

VEHICLE INFORMATION

Veh #	Year	Make / Model / Body Style	VIN / Serial #	Usage
2	2015	Chevrolet / SUBURBAN 1500 LTZ / Utility Vehicle 4 Door 4WD	1GNSKKKC1FR619854	

***** INSURANCE I.D. CARD *** ***KEEP THIS FORM IN VEHICLE AT ALL TIMES *****

UNITED INSURANCE GROUP
United Insurance Company • United Underwriters

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Coverage Provided by: TOPA Insurance Company
POLICY NUMBER: UIB-090-85028-4 POLICY PERIOD: 07/15/2016 to 07/15/2017

NAMED INSURED
SORENSON ADVERTISING LLC

491 N BLUFF STREET SUITE 305
SAINT GEORGE, UT 84770

AGENT
Landmark Insurance Agency, Inc.
107 South 1470 East, Suite 302
St. George, UT 84790-1759
Ph (435) 656-4586 FAX (435) 673-3621

VEHICLE INFORMATION

Veh #	Year	Make / Model / Body Style	VIN / Serial #	Usage
3	2014	Tesla / MODEL S BASE/MODEL S PERFORMANCE / Sedan, 4-door - 2WD	5YJSA1H26EFP65661	

***** INSURANCE I.D. CARD *** ***KEEP THIS FORM IN VEHICLE AT ALL TIMES *****

UNITED INSURANCE GROUP

United Insurance Company • United Underwriters

Claims can be reported 24 X 7 at www.uuinsurance.com OR by phone Monday-Friday 8:00 am - 5:00 pm at 1-877-875-8038

Coverage Provided by: TOPA Insurance Company

POLICY NUMBER: UIB-090-85028-4 POLICY PERIOD: 07/15/2016 to 07/15/2017

NAMED INSURED	AGENT
SORENSON ADVERTISING LLC 491 N BLUFF STREET SUITE 305 SAINT GEORGE, UT 84770	Landmark Insurance Agency, Inc. 107 South 1470 East, Suite 302 St. George, UT 84790-1759 Ph (435) 656-4586 FAX (435) 673-3621

VEHICLE INFORMATION

Veh #	Year	Make / Model / Body Style	VIN / Serial #	Usage
4	2014	Ford / F-150 SUPERCREW / Pickup 4 Door 4WD	1FTFW1ET2EFA00913	Service

***** INSURANCE I.D. CARD *** ***KEEP THIS FORM IN VEHICLE AT ALL TIMES *****

LLOYD'S

Insurance effected through:
CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom

This is to Certify that in accordance with the authorisation granted under the Contract (the unique market reference number of which is specified in the Declaration) to the undersigned by certain Underwriters at Lloyd's, whose names and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office, and in consideration of the premium specified herein, the said Underwriters are hereby bound, each for his own part and not one for another, their Heirs, Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

The subscribing Insurers' obligations under Contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

In Witness whereof this Certificate has been signed at the place stated and on the date specified in the Declarations by CFC Underwriting Limited.

Authorised Official

Please examine this Document carefully. If it does not meet your needs, return immediately. In all communications the Number appearing in line one of the Schedule should be quoted. In the event of loss or expense under this Insurance, immediate notice should be given to: CFC Underwriting Limited.

MEDIA

DECLARATIONS

POLICY NUMBER:	ESE04163794
UNIQUE MARKET REFERENCES:	B0309BA091310E
THE INSURED:	SORENSON ADVERTISING LLC
ADDRESS:	491 N Bluff Street Ste #305 St George UT 84770 US
THE UNDERWRITERS:	Underwritten by certain underwriters at Lloyd's, broken down as follows:

**This stamp is Red
NO FLAT CANCELLATIONS

"The insurer issuing this policy does not hold a certificate of authority to do business in this state and thus is not fully subject to regulation by the Utah Insurance Commissioner. This policy receives no protection from any of the guaranty associations created under Title 31A, Chapter 28."

In respect of Insuring Clauses: 1 - 4 & 7

PEM 4000	20.33910%
BRT 2987	20.33900%
NVA 2007	8.47460%
MRE 5151	13.55930%
SJC 2003	13.55930%
LIB 4472	6.77970%
CNP 4444	2.71184%
CNP 958	0.67796%
NAV 1221	3.38980%
AGM 2488	3.38980%
AMA 1200	3.38980%
CHN 2015	3.38980%

In respect of Insuring Clauses: 5, 6

No Cover Given

THE INCEPTION DATE:	00:01 Local Standard Time on 16 Dec 2015
THE EXPIRY DATE:	00:01 Local Standard Time on 16 Dec 2016
TOTAL PAYABLE:	USD5,167.80
Broken down as follows:	
Premium:	USD4,500.00
TRIA Additional Premium:	NIL

*FULLY EARNED

*POLICY FEE $100.00 *SUPPLIER FEE $300.00 IMPOLICY $25.00 *FILING FEE $25.00
STAMPING TAX $7.43 SURPLUS LINES TAX $210.37

OPTIONAL EXTENDED REPORTING PERIOD PREMIUM:	USD4,500 (only payable if you choose to exercise this option)
BUSINESS ACTIVITIES:	Advertising Agency as more fully described in the application form dated 15 Dec 2015 and as held on file by CFC Underwriting Limited
CHOICE OF LAW:	Utah
SERVICE OF SUIT:	Mendes & Mount LLP 750 7th Avenue New York NY10019-9399
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
US CLASSIFICATION:	Surplus Lines

UTAH SURPLUS LINES TAXES AND FEES
FILED BY: BURNS AND WILCOX LTD

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MEDIA

SURPLUS LINES BROKER:	BURNS AND WILCOX Licence No. : 144993 9815 S MONROE ST STE 510 SANDY UT
RETROACTIVE DATE:	16 Dec 2011
CLAIMS MANAGERS:	CFC Underwriting Limited Please report all new claims to: newclaims@cfcunderwriting.com
PRIVACY BREACH HOTLINE:	In the event of an actual or suspected privacy breach please call our Emergency Response Team at Wilson Elser Toll free 24-hour Privacy Breach Hotline: 1-855.270.0628
WORDING:	MEDIA US v1.6
ENDORSEMENTS:	PREMIUM PAYMENT CLAUSE SANCTION LIMITATION AND EXCLUSION CLAUSE HAZARDOUS FILMING OR PHOTOGRAPHY CLAUSE MARINE AND AVIATION EXCLUSION AMENDATORY CLAUSE

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MEDIA

LIMITS OF LIABILITY AND DEDUCTIBLES

INSURING CLAUSE 1: MULTIMEDIA LIABILITY AND ADVERTISING INJURY

Limit of liability:	USD1,000,000	each and every **claim**, including **costs and expenses**
Aggregate limit of liability:	USD1,000,000	including **costs and expenses**
Deductible:	USD5,000	each and every **claim**, including **costs and expenses**

INSURING CLAUSE 2: ERRORS & OMISSIONS

Limit of liability:	USD1,000,000	each and every **claim**, including **costs and expenses**
Aggregate Limit of liability:	USD1,000,000	including **costs and expenses**
Deductible:	USD5,000	each and every **claim**, including **costs and expenses**

INSURING CLAUSE 3: LOSS MITIGATION

Limit of liability:	USD1,000,000	each and every **claim**, including **costs and expenses**
Aggregate Limit of liability:	USD1,000,000	including **costs and expenses**
Deductible:	USD5,000	each and every **claim**, including **costs and expenses**

INSURING CLAUSE 4: CYBER & PRIVACY

SECTION A: CYBER LIABILITY

Aggregate limit of liability:	USD1,000,000	including **costs and expenses**
Deductible:	USD5,000	each and every **claim**, including **costs and expenses**

SECTION B: PRIVACY LIABILITY

Aggregate limit of liability:	USD1,000,000	including **costs and expenses**
Deductible:	USD5,000	each and every **claim**, including **costs and expenses**

SECTION C: PRIVACY BREACH NOTIFICATION COSTS

Aggregate Limit of liability:	USD250,000	
Deductible:	USD5,000	each and every **loss**

SECTION D: SYSTEM DAMAGE

Aggregate Limit of liability:	USD1,000,000	
Deductible:	USD5,000	each and every **loss**

SECTION E: SYSTEM BUSINESS INTERRUPTION

Aggregate Limit of liability:	USD200,000	per day up to a maximum of USD1,000,000 for the **period of the policy**
Deductible:	USD5,000	each and every **loss**

SECTION F: THREATS OR EXTORTION

Aggregate Limit of liability:	USD1,000,000	including **costs and expenses**
Deductible:	USD5,000	each and every **loss**

INSURING CLAUSE 5: COMMERCIAL PROPERTY

SECTION A: PROPERTY DAMAGE

NO COVER GIVEN

SECTION B: BUSINESS INTERRUPTION

NO COVER GIVEN

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INSURING CLAUSE 6: COMMERCIAL GENERAL LIABILITY

SECTION A: BODILY INJURY AND PROPERTY DAMAGE LIABILITY

NO COVER GIVEN

SECTION B: PRODUCTS AND COMPLETED OPERATIONS LIABILITY

NO COVER GIVEN

SECTION C: POLLUTION LIABILITY

NO COVER GIVEN

SECTION D: TENANTS' LEGAL LIABILITY

NO COVER GIVEN

SECTION E: NON-OWNED AND HIRED AUTOMOBILE LIABILITY

NO COVER GIVEN

SECTION F: LIABILITY FOR DAMAGE TO HIRED OR LEASED AUTOMOBILES

NO COVER GIVEN

SECTION G: MEDICAL PAYMENTS

NO COVER GIVEN

SECTION H: EMPLOYEE BENEFITS LIABILITY

NO COVER GIVEN

INSURING CLAUSE 7: COURT ATTENDANCE COSTS

Aggregate Limit of liability:	USD100,000	sub-limited to USD2,000 per day
Deductible:	USD0	each and every **claim**

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OUR REGULATORY STATUS

This insurance is underwritten by CFC Underwriting Limited, 85 Gracechurch Street, London, EC3V 0AA, United Kingdom on behalf of Underwriters at Lloyd's. CFC Underwriting Limited and the Lloyd's Managing Agents of the Syndicates on whose behalf we underwrite are authorised and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited's Firm Reference Number at the FSA is 312848. These details may be checked by visiting the Financial Conduct Authority website at www.fsa.gov.uk/register/. Alternatively the Financial Conduct Authority may be contacted on +44 (0)20 7066 1000.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

HOW TO COMPLAIN

We intend to provide an excellent service to you. However, we recognise that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact your insurance broker in the first instance, stating the nature of your complaint, the certificate and/or claim number.

Alternatively, you can contact us directly at enquiries@cfcunderwriting.com or please write to:

The Managing Director
CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom

If after taking this action you are still unhappy with the response please write to:

Policyholder and Market Assistance
Lloyd's Market Services
One Lime Street
London
EC3M 7HA
United Kingdom
Email: complaints@lloyds.com
Telephone: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225

Having taken this action, if you feel that your complaint has not been handled satisfactorily, you may seek assistance from

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
United Kingdom
Telephone – +44 (0)845 080 1800
Email – enquiries@financial-ombudsman.org.uk
Website – www.financial-ombudsman.org.uk

The Financial Ombudsman Service will become involved if you are an eligible complainant as defined by the rules of the Financial Conduct Authority.

The existence of this complaints procedure does not affect any right of legal action you may have against CFC Underwriting Limited or Lloyd's as detailed in the Service of Suit condition on the last page of your policy.

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PREMIUM PAYMENT CLAUSE

ATTACHING TO POLICY NUMBER:	ESE04163794
THE INSURED:	SORENSON ADVERTISING LLC
WITH EFFECT FROM:	16 Dec 2015

You undertake that the Premium and Policy Administration Fee will be paid in full to CFC Underwriting Ltd within 60 days of the Inception Date (or if incepted retrospectively, this 60 day period will be extended to represent 60 days from the date of instruction).

If the Premium and Policy Fee due under this Policy have not been paid to CFC Underwriting Ltd by the 60th day after the Inception Date (or if incepted retrospectively, this 60 day period will be extended to represent 60 days from the date of instruction) then **we** shall have the right to cancel this Policy by providing **you** with 14 days prior notice of cancellation in writing via **your** broker.

If the Premium and Policy Fee are paid in full to CFC Underwriting Ltd before the notice period expires, notice of cancellation shall be revoked. If not, the Policy shall automatically terminate at the end of the notice period.

In the event of cancellation, the Policy Fee is due in full and the Premium is due on a pro rata basis for the period that the Policy was in force.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

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SANCTION LIMITATION AND EXCLUSION CLAUSE

ATTACHING TO POLICY NUMBER:	ESE04163794
THE INSURED:	SORENSON ADVERTISING LLC
WITH EFFECT FROM:	16 Dec 2015

It is understood and agreed that the following **EXCLUSION** is added to this Policy:

We shall not be deemed to provide any cover nor shall **we** be liable to pay any **claim** or **loss** or provide any benefit under this Policy to the extent that the provision of such cover, payment or benefit shall expose **us** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

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HAZARDOUS FILMING OR PHOTOGRAPHY CLAUSE

ATTACHING TO POLICY NUMBER:	ESE04163794
THE INSURED:	SORENSON ADVERTISING LLC
WITH EFFECT FROM:	16 Dec 2015

It is understood and agreed that it is a condition precedent to liability under this Policy that **you** must advise **us** in advance of any **hazardous filming or photography** to be performed by **you** or on **your** behalf in the course of **your business activities.**

Where such notification is made by **you** to **us**, we reserve the right to charge an additional premium.

For the purpose of this **CLAUSE**, the following **DEFINITION** is added:

Hazardous filming or photography
means filming or the taking of photographs:

a) involving the use of stunts, stuntmen or stuntwomen, animals or other domestic pets, special effects, fire, pyrotechnics, explosives, use of motor vehicles in stunt capacity, working underground, underwater or working at height of more than 10 metres; or
b) in an environment is reasonably considered to increase the risk of **bodily injury** or damage; or
c) in an environment which has been deemed unsafe by:
   i) the Police; or
   ii) the Fire Service; or
   iii) the Ambulance Service.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

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MARINE AND AVIATION EXCLUSION CLAUSE

ATTACHING TO POLICY NUMBER:	ESE04163794
THE INSURED:	SORENSON ADVERTISING LLC
WITH **EFFECT FROM:**	16 Dec 2015

It is understood and agreed that the "Marine and aviation" **EXCLUSION"** is deleted in its entirety and replaced by the following:

Marine and aviation
arising directly or indirectly from the ownership, possession or use by **you** or on **your** behalf of any:

a) aircraft or any airborne device whilst airborne; or
b) hovercraft; or
c) offshore installation, rig or platform; or
d) watercraft.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

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UNITED INSURANCE GROUP

Commercial Lines Policy
Common Declarations

UIB-090-85028-4
Policy Number

Coverage is Provided by:
TOPA Insurance Company
24025 Park Sorrento, Suite 300
Calabasas, CA 91302

Policyholder Service Office
4956 North 300 West
Provo, Utah 84604

Named Insured and Mailing Address:
SORENSON ADVERTISING LLC
491 N BLUFF STREET SUITE 305
SAINT GEORGE, UT 84770

Claims can be reported 24 X 7 at www.uuinsurance.com OR
By phone Monday-Friday 8:00am - 5:00pm at 1-877-875-8038

Policy Period:
From 7/15/2016 to 7/15/2017 at 12:01 A.M. Standard Time at your mailing address shown above.

Business Type: Individual Partnership Corporation [X] LLC Other _____

Business Description: ADVERTISING OFFICE

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

		Premium
Auto	$	7,813
Retail Office	$	1,070
	$	
Policy Fees	$	25
Total	$	8,908

Forms and Endorsement(s) made a part of this policy at time of issue *:
UGCA 21 05 , UGBP 05 02 02 07
* Omit applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

Agent Name and Address:
Landmark Insurance Agency, Inc.
107 South 1470 East, Suite 302
St. George, UT 84790-1759
Ph (435) 656-4586 FAX (435) 673-3621

Agent Number: 090

Countersigned by _____ Date _____
Authorized Representative

These Declarations together with the Common Policy Conditions, Coverage Part Declarations, Coverage Part Coverage Form(s) and Forms and Endorsements, if any, issued to form a part thereof, complete the above numbered policy .

Includes copyrighted material of Insurance Services Office, Inc. with its permission. Copyright, Insurance Services Office, Inc., 1983, 1984.

Business Auto Coverage Supplemental Declarations

Made a part of Policy Number **UIB-090-85028-4** Effective Date & Time **7/15/2016 12:01 AM**

These Declarations are part of the Common Declarations containing the name of the insured and the policy period.

Item One - Named Insured and Mailing Address/Policy Period/Business Description - Shown in Commercial Lines Policy Common Declarations

Item Two - Schedule of Coverages and Covered Autos

This policy provides only those coverages where a charge is shown in the premium column below. Each of tese coverages will apply only to those "autos" shown as covered "autos". "Autos" shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Covered Autos (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which "autos" are covered "autos")	Limit The Most We Will Pay For Any One Accident or Loss	Premium
Liability	7	$ 300,000	$ 2,259.00
Personal Injury Protection (PIP) (or equivalent No-Fault Coverage)	7	Separately Stated in Each PIP Ends. Minus $ Ded.	$ 206.00
Auto Medical Payments		$	$
Uninsured Motorists (UM)	7	$ 500,000	$ 76.00
Underinsured Motorists (UIM) (when not included in UM Coverage)	7	$ 500,000	$ 188.00
Physical Damage			
Comprehensive Coverage	7	Stated amount, actual cash value or cost of repair, whichever is less, minus $ See UGCA 33 01 deductible for each covered "auto", but no deductible applies to "loss" caused by fire or lightning.*	$ 1,322.00
Specified Causes Of Loss Coverage		Stated amount, actual cash value or cost of repair, whichever is less, minus $ See UGCA 33 01 deductible for each covered "auto".*	$
Collision Coverage	7	Stated amount, actual cash value or cost of repair, whichever is less, minus $ See UGCA 33 01 deductible for each covered "auto".*	$ 3,762.00
Towing And Labor (Not Available In California)		$ for each disablement of a private passenger "auto".	$
Uninsured Motorist Property Damage		$	$
Special Equipment		Coverage type and deductible are equal to the auto to which the equipment is attached.	$

Forms and endorsements applying to this Coverage Part and made part of this policy at time of issue ** :

UGIL 30 03 06 05, UGCA 00 10 03 06, UGCA 33 01 01 07, CA 00 01 03 06, CA 01 59 10 13, CA 20 18 12 93, CA 21 62 11 13, CA 22 44 10 13, CA 31 06 11 13, CA 99 28 10 01, IL 00 17 11 98, IL 00 21 09 08, IL 02 66 09 08, CA 23 94 03 06, IL 70 26 01 02, CA 20 01 03 06, UGCA 00 03 12 11

Premium for Endorsements	$
Estimated Total Premium (This policy may be subject to final audit)	$ 7,813.00

*See **Item Four** for hired or borrowed "autos".

**Forms and endorsements applicable to this Coverage Part are omitted if shown elsewhere in the policy.

Item Three - Schedule of Covered Autos You Own

Covered Auto No.	Description: Year, Model, Trade Name, Body Type, Serial Number(s), Vehicle Identification Number (VIN)	Purchased: Original Cost New	Actual Cost	New (N) Used (U)	Territory: Town & State where the Covered "Auto" will be principally garaged
1	Per form UGCA 33 01 "Schedule of Autos Liability / Physical Damage"				
2					
3					

Covered Auto No.	Classification: Radius of Operation (in Miles)	Business Use s = service r = retail c = commercial	Size GVW GCW or Vehicle Seating Capacity	Age Group	Primary Rating Factor: Liability	Primary Rating Factor: Physical Damage	Secondary Rating Factor	Code	Except for towing all physical damage "loss" is payable to you and the loss payee named below as interests may appear at the time of the "loss"
1	Per form UGCA 33 01 "Schedule of Autos Liability / Physical Damage"								
2									
3									

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NOTICE:
THIS LICENSE MUST BE POSTED
IN A CONSPICUOUS PLACE

CITY OF ST. GEORGE
175 E 200 N
ST. GEORGE, UT 84770

LICENSE NO.: 00031217
DATE ISSUED: 1/01/2016
EXPIRES: 12/31/2016

BUSINESS LICENSE

THIS CERTIFIES that the business or individual listed below is hereby granted a license to do business as stated at the specified business location for the year indicated on this certificate.

LICENSE YEAR: **2016**

BUSINESS OWNER: ERIK SORENSON

BUSINESS LOCATION: 491 N BLUFF ST 305

TYPE OF BUSINESS: ADVERTISING COMPANY

NAME: SORENSON ADVERTISING LLC

TO: 491 N BLUFF ST #305
SAINT GEORGE UT 84770

CITY LICENSE OFFICER

THIS LICENSE IS NOT TRANSFERABLE BETWEEN OWNERS AND/OR LOCATIONS

AGENDA SUMMARY

GRAND COUNTY COUNCIL MEETING

JULY 19, 2016

Agenda Item: P

TITLE:	Approving proposed bid award for the construction of a Pavilion at the Grand Center
FISCAL IMPACT:	$79,593.00 (within budget due to a private donation received)
PRESENTER(S):	Verleen Striblen, Grand Center Program Director

Prepared By:

Verleen Striblen
Grand Center
Program Director

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to award the bid for the construction of a pavilion at the Grand Center to Double E Construction Inc. of Green River, Utah for the amount of $79,593.00 and authorize the Chair to sign all associated documents.

BACKGROUND:

The pavilion was in the plans for the Grand Center, due to a generous donation we are able to build it.

No other bids were received.

ATTACHMENT(S):

1. Request for Bids with Double E. Constructions
2. Independent Contractor's Agreement
3. Bid breakdown
4. Notice

Office - 435-564-6572
Randy cell
801-541-2557

GRAND CENTER OUTDOOR PAVILION

Double E Construction, Inc
Name of Company Bidding

REQUEST FOR BIDS & STATEMENT OF QUALIFICATIONS

Bids are due by

Wednesday July 13, 2016

SEND ONE (1) COPY OF THE SEALED BID TO:
Clerk/Auditor's Office
Diana Carroll, Clerk Auditor
125 E Center St
Moab, UT 84532
Phone: 435-259-1322
Email: dcarroll@grandcountyutah.net

SEND INQUIRIES TO:
Grand Center
Verleen Striblen, Program Director
182 N 500 W
Moab, UT 84532
Phone: 435-259-6623
Email: vstriblen@grandcountyutah.net

Grand County, Utah, is soliciting sealed **design-and-build proposals** for an open-air, covered pavilion to be constructed on the grounds of the Grand Center in the city of Moab. The Grand Center is a multi-purpose facility serving the community, including a variety of activities for senior citizens. The pavilion will be used by the Grand Center to cook and serve meals for seniors, and to host recreational, social activities.

IMPORTANT NOTICE TO ALL BIDDERS: Grand County reserves the right to disqualify incomplete bids, waive minor defects as it deems applicable in the written bids, request additional information from any respondent, change or modify the scope of the project at any time without penalty, negotiate terms with one or more of the respondents, reject any or all bids without penalty, and take any steps necessary to act in the County's best interest. The County also reserves the unilateral right to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work. Bids will not be considered for award if received by Grand County after the official closing date and time.

PART I—PROJECT DESCRIPTION:

The bid will cover furnishing all materials, labor, tools, equipment and appurtenances necessary for the construction of the **Grand Center Pavilion with Site Improvements.**

The project is described as follows:

- Preparation of site for and construction of an 1,800 square foot (30' x 60') open-air, covered pavilion.
- The foundation will be concrete, four inches deep.
- The structure of the pavilion (supports and covering or roof) will be metal. The structure may also be a pre-engineered structure.
- The pavilion will be fitted with two built-in gas grills (already owned by the Grand Center) and a 12-foot long serving area with a sheet metal top and with internal cabinets. A cover will be constructed over the gas grills. The cover can be easily removed or set aside during use, and can be securely locked when not in use. Or a closed in area cooking area to house the grills and serving area.
- The pavilion will be constructed so as to be an integral part of the overall Grand Center campus, adjacent to and southeast of the Grand Center. There will be up to 200 feet of sidewalk 6 feet wide, which will connect to the existing sidewalk exiting from the kitchen of the Grand Center.
- A gas line will be constructed to connect the pavilion grills with the existing Grand Center kitchen. Gas line controls in the pavilion will be securely lockable when not in use.
- Electricity will need to be provided to the pavilion with ceiling fans installed.
- The concrete foundation of the pavilion and access to the pavilion must be Americans with Disabilities Act (ADA) compliant with at least one ramp for access to the pavilion from the sidewalk that connects the pavilion with the Grand Center.

DOUBLE E CONSTRUCTION, INC.

P.O. BOX 638
GREEN RIVER, UTAH
84525

GRAND CENTER PAVILION

Grand County
125 E. Center Street
Moab, UT 84532

Exhibit A- Scope of Work

1-	Dirtwork for footings and slabs and concrete footings, pavilion floor and sidewalks. Includes equipment to excavate, place compacted road base under all concrete, labor to form and pour the concrete with rebar in the footings and pavilion floor. Labor and materials to form and pour 200 LF of 6 foot wide sidewalk.	$36,968.00
2-	Pre-Engineered Steel Pavilion- Material, equipment and labor to provide and erect the 30 ft X 60 ft open air pavilion. Paint the steel.	$28,372.00
3-	Gas Line installed from existing building to the pavilion.	$ 2,564.00
4-	Electrical work- Provide and install conduit and power for 9 each 4 foot , 2 tube light fixtures and 3 each ceiling fans, and 1 each 60 amp service.	$ 5,630.00
5-	Provide and install a grill enclosure for the Owner supplied grills. Supply and install a 12 foot service table/cabinet unit.	$ 5,079.00
6-	Performance and Payment bonds	$ 980.00
	Total This Proposal	**$79,593.00**

Liability and workers compensation insurance is included in the prices.

This proposal excludes building permits and sales tax.

OFFICE• (435) 564-6572 FAX• (435) 564-6573

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Exhibit A

Professional License(s) and Insurance

Contractor shall be in possession of all professional licenses required to perform work and insurances prior to the commencement of the work and are attached in this Exhibit.

List license and insurance information:

UTAH Contractor License #352744-5501
B100 General Building
E100 Engineering

Insurance: Liability is by:
Cobb Strecker Dunphy & Zimmerman
5 Triad Center, Suite 340
Salt Lake City Utah 84180
801-537-7467 - Grady Dotson

Workers Compensation Fund
Policy #1955170
PO Box 26488
Salt Lake City, UT 84126-0488

Bonding is by:
Cobb Strecker Dunphy & Zimmerma
(same as above)

FORM 1
Public Records Law

Compliance with Public Records Law Form

Upon selection of the award, submittals become "public records" and shall be subject to public disclosure consistent with the Governmental Records Management Act. Those who submit must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

If you submit information exempt from public disclosure, you must identify with specificity which page(s)/paragraph(s) of your bid package is (are) exempt from the Governmental Records Management Act and identify the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly. By submitting an offer in response to this solicitation, you specifically agree to defend and indemnify Grand County, County Council, and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore.

Company Name: Double E Construction, Inc

Authorized representative (printed): Anne Marie Elliott

Authorized representative (signature): Anne Marie Elliott

Date: 7/13/2016

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

FORM 2
Bid Breakdowns

Respondents are asked to use the following format. I, Double E Construction, Inc agree to provide Grand County with contract bid according to the following.

List bid breakdown including costs:

Dirtwork and concrete work	$36,968.00
Pre-Engineered Steel Pavilion	$28,372.00
Gas line	$2,514.00
Electrical Work	$5,630.00
Grill Enclosure	$5,079.00
Performance & Payment Bonds	$980.00
TOTAL BID	$79,593.00

PART II—RESPONDING TO RFB

TIMELINES: To be considered, one (1) sealed copy of the bid, clearly marked on the outside of envelope shall be submitted to Diana Carroll, at 125 E Center St, Moab, UT 84532, no later than 3:00 pm, on Wednesday July 13, 2016 clearly marked on outside of envelope "Grand Center Pavilion".

BID OPENINGS: Bids shall be opened publicly by a representative from the Clerk/Auditor's Office and in the presence of at least one witness in the County Courthouse located at 125 East Center Street, Moab, Utah 84532. The amount of each bid and any other relevant information, and the name of each bidder shall be recorded. The record and each bid shall be opened in public inspection.

INSTRUCTIONS FOR RESPONDING TO THIS RFB: It is incumbent upon each respondent to carefully examine these specifications, terms and conditions. Any clarification or additional information shall be made in writing to the appropriate person called out on the cover page. When appropriate the County will respond through written means.

If it becomes necessary to revise or amend any part of this RFB, notice will be given to all respondents who are registered when receiving this bid package. Bidders must acknowledge receipt of the amendment in their bid. Each bidder should ensure that they have received all amendments to this RFB before submitting their bids. Please check the **Bids & RFPs** page on the Grand County website at www.grandcountyutah.net for any amendments.

BIDS: Attached bid forms are to be completed as instructed and one (1) sealed and marked set is to be returned in response to this RFB. Include copies of the following as part of the RFB:

- Exhibit A – Scope of Work
- Exhibit B – Professional Licenses(s) and Insurance
- Form 1 – Public Records Law
- Form 2 – Bid Breakdowns
- Business license
- Proof of Insurance documents
- Bond documents

PART III—SELECTION PROCESS

SELECTION SCHEDULE: Each bid will be reviewed by a selection committee that may include but is not limited to elected officials, County staff members, and invitees of the County. The committee will evaluate the written bids and rank each bid on the considerations noted in RFB. The committee may request the top bidders to attend an interview and provide additional information to the committee. Such a request will be made, in writing, to the organization's designee, as listed in the bids.

AREAS OF CONSIDERATION IN THE SELECTION PROCESS: The selection of the successful bidder will be based upon the following criteria:

- Compliance with and information provided in the RFB.
- The company's recent experience with providing services of similar size and scope and the satisfaction of previous client(s).
- Licenses and bonds required to perform work within the State of Utah.
- Demonstrated attention to detail.
- Cost of service.
- The number of facilities that a respondent submits bids on.
- All other criteria deemed pertinent by the committee in review of the bids.

The County will endeavor to negotiate a contract with the successful bidder. In the event that a mutually agreeable contract cannot be negotiated with other than the first bidder, it is anticipated that negotiations will begin with the next highest rated bidder and so on until a mutually agreeable contract can be negotiated.

PART IV—REQUIREMENTS/STANDARDS GOVERNING RFB

SCOPE: The following terms and conditions included in Part IV—Requirements/Standards Governing RFB, shall govern the submission of bids. Any conflict with the terms and conditions contained in Part IV—Requirements/Standards Governing RFB and Part V—Contract shall be controlled by the stricter term or condition. The County reserves the right to reject any bid which takes exception to the terms or conditions in Part IV or Part V of this document.

COMPLETING BID: Bids must be submitted with the required forms herein and all forms must be completed in accordance with the instructions. Any and all corrections and/or erasures must be initialed and dated by the respondent. Each bid must be manually signed in ink by an authorized respondent and all required information must be provided. Each respondent may submit only one (1) bid. The contents of the bid submitted by the successful respondent will become part of any contract awarded as a result of this request.

CONFIDENTIALITY OF BID INFORMATION: Each bid must be securely sealed to provide confidentiality of the bid information prior to the bid opening. The submitted bid envelope must be prominently marked, preferably in the lower left hand corner, "GRAND COUNTY PARKING LOT IMPROVEMENTS." Failure to mark bid envelopes as required is cause for bid rejection as the County may not consider bids improperly marked that are inadvertently opened as routine correspondence prior to the time and date set for the bid submission.

All bids become public information after the bid opening and are available for inspection by the general public in accordance with the Government Records Access and Management Act (GRAMA).

REQUEST FOR INFORMATION: Any request for clarification or additional information deemed necessary by any respondent to present a proper bid shall be made by contacting Verleen Striblen, Program Director at 435-259-6623 or email your questions to vstriblen@grandcountyutah.net. To be considered, any such request must be received in time to allow the County sufficient time to prepare and disseminate a written response. When appropriate, valid requests received in accordance with the foregoing will be responded to in writing from the County in the form of an addendum addressed to all prospective respondents.

ADDENDUM: All changes in connection with this request for bids will be issued by the County in the form of a written addendum. Signed acknowledgment of receipt of each addendum should be submitted with the bid response.

TAX EXEMPT: Grand County is exempt from federal and state taxes. DO NOT include taxes in the bid.

CONDITIONAL BIDS: Conditional bids are subject to rejection in whole, or in part, at the sole discretion of Grand County.

LATE BIDS AND MODIFICATIONS OR WITHDRAWALS: Bids received after the date and time indicated on the cover sheet shall not be considered and shall be returned (unopened if sealed) if the respondent is identified on the bid envelope. Bids may be withdrawn or modified in writing prior to the bid submission deadline. Bids that are resubmitted or modified must be sealed and submitted to the County prior to the bid submission deadline. After bid opening no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted.

BIDS BINDING: All bids submitted shall be binding upon the respondent if accepted by Grand County within ninety (90) calendar days of the bid submission date. Negligence upon the part of the respondent in preparing the bid confers no right of withdrawal after the time fixed for the submission of bids.

NEGOTIATION: The County reserves the right to negotiate any and all elements of this bid.

TIME LIMIT TO EXECUTE CONTRACT: The respondent must successfully execute a contract within the specified time after the County's notification to enter into contract. If the respondent fails to execute a contract within the required time, award to that respondent may be withdrawn and award made to the next highest rated respondent.

CODES AND REGULATIONS: All deliverables and work within the scope of this request shall be completed by the respondent in conformance with all applicable codes and regulations.

SAFETY: All practices and goods furnished as a result of this request shall comply with the federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environment codes.

NON-LIABILITY: The respondent shall not be liable for delay or failure to deliver services when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy, or by any other circumstances which, in Grand County's opinion, is beyond the control of the respondent. Under such circumstances, however, Grand County may cancel the contract if such action is deemed to be in the best interest of the County.

ASSIGNMENT OF CONTRACTUAL RIGHTS: Successful respondent shall not assign, transfer, convey or otherwise dispose of any contractual rights derived from this quotation request or its right, title or interest in or to the same, or any part thereof, without the previous written consent of Grand County.

INVOICE: Invoices shall be prepared and submitted in duplicate to Grand County Clerk/Auditor's Office, 125 East Center Street, Moab, Utah 84532.

COLLUSIVE BIDS: The respondent certifies, by submission of a bid, that their bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same products or services with prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. Any evidence of collusion among respondents and prospective respondents acting to illegally restrain freedom of competition by agreement to offer a fixed price, or otherwise, will render the bids of such respondent void.

CONFLICT OF INTEREST: The award hereunder is subject to provisions of Utah State Statutes and Grand County ordinances and policies. All respondents must disclose with their bid the name of any officer, director, or agent who is also an employee of Grand County, Utah. Further, all respondents must disclose the name of any Grand County employee who owns, directly or indirectly, any interest in the respondent's firm or any of its branches.

No person involved in making the award decisions may have personal investments in any business entity that will create a substantial conflict between their private interests and their public duties. Any person involved in making procurement decisions is guilty of a felony if the person asks, receives, or offers to receive any emolument, gratuity, contribution, loan, or reward, or any promise thereof, either for the person's own use or the use of benefit of any other person or organization from any person or organization interested in selling to the County.

DISCLAIMER OF LIABILITY: Grand County or any of its agencies will not hold harmless or indemnify any respondent for any liability whatsoever.

HOLD HARMLESS: The respondent agrees to protect, defend, indemnify, and hold Grand County, and its officers, council members, commissions, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character resulting from the error, omission, or negligent act of the respondent, its agents, employees, or representatives, in the performance of the respondent's duties under any agreement resulting from award of this bid. The respondent further shall agree to investigate, handle, respond to, provide defenses for, and defend any such claims, etc., even if such claim is groundless, false or fraudulent.

ANTI-DISCRIMINATION CLAUSE: No respondent on this bid request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

ACCURACY OF BID: Each bid is publicly opened and is made part of the public record of Grand County's, Clerk/Auditor's Office. Therefore, it is necessary that any and all information presented is accurate and will be that by which the respondent will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail. If there is a discrepancy between the estimated quantities of work in a contract and actual quantities, the estimated quantities shall prevail.

PUBLIC RECORD: Grand County is governed by the Governmental Record Access and Management Act (except from exemptions allowed by state law). Information or data pertinent to the respondent's bid and of a confidential nature must be bound and placed in a separate sealed envelope and included with each copy of the respondent's bid. Grand County requests that a minimum amount of confidential material be used by the respondent in preparing responses to the bid. Materials consisting merely of general descriptive information will not be considered confidential under any circumstances.

SUBSTITUTIONS: No substitutions will be accepted for goods proposed after award, without the prior approval of Grand County. Any substitutions allowed will be supplied at no more than the contract bid prices.

DISCOUNTS: Any and all discounts must be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining award or awards.

INCURRED EXPENSES: This bid does not commit Grand County to make an award, nor shall the County be responsible for any cost or expenses which may be incurred by any respondent in preparing and submitting any offer, or expenses incurred by any respondent prior to the execution of a purchase order or contract agreement.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement. All specifications shall seek to promote overall economy and best use for the purpose intended and encourage competition in satisfying the County's needs.

LOCAL VENDORS. Where practical and reasonable, and within the scope of this article, Utah products and local vendors shall be given preference. Specifically, County departments are encouraged to determine whether or not local merchants can meet prices quoted by out-of-county vendors. The purchasing agent is not required to purchase goods at the lowest price if there is an offsetting or added expense for travel, shipping, or other inconvenience associated with an out-of-county purchase.

NO WAIVER OF FUTURE RIGHTS: No provision in this document or in the respondent's bid shall be construed, expressly or by implication, as a waiver by Grand County of any existent or future right and/or remedy available by law in the event of any claim or default or breach of contract.

BOND AMOUNTS. Upon the award of all construction contracts, the following bonds or security shall be delivered to the County:

(a) A performance bond in an amount equal to 100% of the contract price; or

(b) A payment bond in an amount equal to 100% of the contract price to serve as protection of all persons or companies supplying labor and/or material to the contractor or its subcontractors for the performance of the contract.

RFB DISCLAIMER. Grand County reserves the right to disqualify incomplete bids, waive minor defects as it deems applicable in the written bids, to request additional information from any respondent, change or modify the scope of the project at any time without penalty, negotiate terms with one or more of the respondents, reject any or all bids without penalty, and take any steps necessary to act in the County's best interest. The County also reserves the unilateral right to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work.

SUSPENSION & TERMINATION. Through written notification the County may order an immediate suspension of work with or without cause. The contract may be terminated in accordance to the provision contained in the contract.

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

ACTIVE LICENSE

EFFECTIVE DATE: 11/30/2015

EXPIRATION DATE: 11/30/2017

ISSUED TO: Double E Construction Inc
930 E MAIN ST
PO BOX 638
GREEN RIVER UT 84036 0638

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

352744-5501 Contractor With LRF DBAs: None Associated

B100, E100

Form #1

DOUBLE E CONSTRUCTION, INC.
P.O. BOX 638
GREEN RIVER, UTAH
84525

GRAND CENTER PAVILION

Grand County
125 E. Center Street
Moab, UT 84532

Double E Construction recent experience with providing services of similar size and scope.

Emery County Local Building Authority Contract Amount- $249,612.00
Engineer- Johansen & Tuttle Engineering, Castle Dale, UT (435) 381-2523
2015 "Metal Maintenance Buildings in Green River and Castle Dale"
Erect two Owner supplied pre-fabricated metal buildings with concrete footings and floors, doors, overhead doors, electrical work, power panel and heating units.

Utah State University Contract Amount- $225,134.00
Architect- James Dressler Architect, Moab, UT (435) 259-1155
2014 "Moab Campus Parking Lot Upgrades"
Work included curb gutters and sidewalks, drainage improvements, ADA ramps, asphalt patching, asphalt slurry coat and striping.

Utah Department of Transportation Contract Amount- $370,000.00
Engineer- UDOT Russ Tangren, Moab (435) 259-5030
2016 "SR-279 Potash Plant Road Scour Repair"
Three locations by the Potash Plant on SR-279. Repair of the drainage below the run off culverts to the Colorado River. Placement of large rip rap.

OFFICE▪ (435) 564-6572 FAX▪ (435) 564-6573

AGREEMENTS FOR INDEPENDENT CONTRACTORS

1. GENERAL. Grand County duly organized and existing under the laws of the State of Utah, with its primary place of business located at 125 E. Center Street, Moab UT 84532, Utah (hereinafter referred to as County) and **Double F. Construction, Inc**., license number **352744-5501** (hereinafter referred to as Contractor) located at **930 E. Main, Green River, UT 84525** herewith enter into this Agreement for services, effective upon this date: **July 21, 2016**.

2. RECITALS. The parties recite and declare:

   A. Contractor is willing to provide services to County, and County is willing to accept services from and compensate Contractor for said services subject to the terms, covenants and conditions set forth in this Agreement.

   B. For the reasons set forth above, and in consideration of the mutual promises and Agreements set forth in this Agreement, County and Contractor agree as follows:

3. SERVICES.

   A. Contractor herewith agrees to perform the services as described in the Scope of Work (Exhibit A).

4. BEST EFFORT OF CONTRACTOR. Contractor agrees that they will at all times faithfully, industriously, and to the best of their ability, experience, and talents, perform all of the duties that may be associated with the services set forth above and shall perform said services to the reasonable satisfaction of County.

5. TERM OF AGREEMENT. This Agreement shall be in effect beginning **July 21, 2016** and ending on _____.

6. TERMINATION OF AGREEMENT. This Agreement shall expire on or before _____. In addition, either party shall have the right to terminate this Agreement without cause by providing thirty (30) days written notice to the other party. Either party may terminate this Agreement immediately for cause by providing written notice stating the legal grounds for termination of the Agreement.

7. COMPENSATION OF CONTRACTOR. County shall pay Contractor, and Contractor shall accept from County, in full payment for Contractor's services under this Agreement, **$79,593.00**. The County shall pay for services rendered as set forth in Exhibit A upon their completion.

8. RETURN OF EQUIPMENT ON TERMINATION OF SERVICES. On termination of this Agreement by either party, or at the termination of Contractor, all County property in the possession of Contractor shall be promptly returned to County by Contractor.

9. CONTRACTOR INDEPENDENCE. Contractor is an independent contractor with respect to all services performed under this agreement. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Contractors on work performed under the terms of this Agreement. Contractor shall defend, indemnify and save harmless the County from any claims or liability for such contributions or taxes. Nothing contained in this Agreement, nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.

10. HOLD HARMLESS/INDEMNIFICATION. Contractor herewith agrees to indemnify and hold the County, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the County or their respective officers, officials, agents, or employees, or any person or persons.

11. NO AGREEMENTS OUTSIDE OF AGREEMENT. This Agreement contains the complete Agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the parties acknowledges that they or it have relied on its own judgment in entering into this Agreement. The parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other.

The Contractor may subcontract out a portion of the work to another party only with the express written permission of Grand County. It is acknowledged that any Agreement between the Contractor and Subcontractor is not binding on Grand County.

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

13. DISPUTES. Should any disputes arise with respect to this Agreement, the Contractor and the County agrees to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or

County as a result of such failure to proceed shall be borne by the Contractor; and the Contractor shall not make a claim against the County for such costs.

14. CHOICE OF LAW. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of other forums. Any such action shall be brought in the 7th Judicial District, State of Utah, Grand County.

15. NO WAIVER. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

16. SEVERABILITY. The invalidity of any portion of this Agreement for any reason with not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the severing of the invalid provision.

17. LIABILITY AND WORKERS COMPENSATION INSURANCE. Contractor warrants that Contractor has obtained and will maintain liability insurance sufficient to support Contractor's duty to indemnify, described in this Agreement. Contractor further warrants that contractor has obtained and will maintain workers compensation insurance as may be required by State law. Evidence of such insurance are attached as Exhibit "B".

18. UNDERSTANDING AND EFFECT OF AGREEMENT.

    A. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into Agreement.

    B. Parties warrant that they enter into this Agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.

    C. Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.

19. PARAGRAPH HEADINGS. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

20. ATTORNEY'S FEES AND COSTS. In the event of breach of this Agreement, the non-breaching party shall recover the attorney's fees and court costs that result from action or lawsuit brought to remedy the breach.

21. CONTRACTOR'S, SUBCONTRACTOR'S, AGENTS AND THEIR EMPLOYEES. It is acknowledged that Contractor's, Subcontractor's, Agent's and their employees engaged in the work performed under this Agreement are not employees or representative of Grand County. All contracted employees engaged in work on County premise shall be at least 18 years of age. The County reserves the right to remove Contractor or subcontractors' employees engaged in work on County property. Typically, the removal of Contractor's employees from County property will be associated with issues including but not limited to drug or alcohol use, theft, or confrontation.

22. DUTY OF NOTIFICATION. Upon filing for bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall notify the County, immediately. Upon learning of the actions herein identified, the County reserves the right, at their sole discretion, to either cancel the Agreement or reaffirm the Agreement.

23. PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS. Contractor shall be in possession of all professional licenses required to perform work prior to the commencement of the work and attached hereto as Exhibit "B". Securing other occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Agreement shall be the sole responsibility of the Contractor. Contractor shall comply with all federal, state, and local laws, ordinances and regulations applicable to the work.

24. WORK & INTELLECTUAL PROPERTY RIGHTS. The work results and the reports, if any as described in the Scope of Work (Exhibit "A") shall be considered confidential and proprietary and owned by the County, Contractor shall not release any such reports or work without prior written consent of the County. All inventions and copyrightable works that Contractor is obligated to disclose shall be, and remain, entirely the property of the County. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of the County. Contractor hereby assigns to the County any rights it may have in such copyrightable works. Contractor shall cooperate with County in obtaining any copyrights or patents.

25. CONFIDENTIALITY. All information disclosed by the County to the Consultant for the purpose of the work to be done or information that comes to the attention of the Consultant during the course of performing such work is to be kept confidential.

26. CONTRACT. This RFP, submitted documents, and any negotiations, when properly accepted by the County, shall constitute a contract equally binding between the County

and Consultant. No different or additional terms shall become a part of this Contract with the exception of a written Amendment.

27. ETHICS. The offer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the County.

28. FAILURE TO DELIVER. In the event of failure of the Consultant to deliver services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure the services from other sources and hold the Consultant responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the County may have.

29. NONCONFORMING TERMS AND CONDITIONS. A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. Grand County reserves the right to permit the offer to withdraw nonconforming terms and conditions from its proposal prior to a determination by the County of non-responsiveness based on the submission of nonconforming terms and conditions.

30. FAILURE TO ENFORCE. Failure by the County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the County to enforce any provision at any time in accordance with its terms.

31. PATENTS/COPYRIGHTS. The Consultant agrees to protect Grand County from any claims involving infringements of patents and/or copyrights. In no event shall the County be liable to a Consultant for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

_____	_____	_____
Contractor's Signature	Printed Name of Contractor	Date
_____	_____	_____
County Signature	Printed Name of County Rep.	Date

ATTEST:

_____	_____
Clerk Auditor	Date

Contact Information

Contractor's Contact Information

Name: Randy Erwin
Title: Owner
Address: 930 E. Main
Green River, UT 84525
Phone: (435) 564-6572
Fax: (435) 564-6573
Email

County's Assigned Project Manager

Name: Verleen Striblen
Title: Grand Center Program Director
Address: 182 N. 500 West
, Moab UT 84532
Phone: (435) 259-6623
Fax: (435) 259-2601
Email vstriblen@grandcountyutah.net

Exhibit "A"
Scope of Work

Contractor herewith agrees to perform the services as set forth in this Exhibit.

Exhibit "B"
Professional License(s) and Insurance

Contractor shall be in possession of all professional licenses required to perform work and insurances prior to the commencement of the work and are attached in this Exhibit.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Exhibit ~~A~~B

Professional License(s) and Insurance

Contractor shall be in possession of all professional licenses required to perform work and insurances prior to the commencement of the work and are attached in this Exhibit.

List license and insurance information:

UTAH Contractor License #352744-5501
B100 General Building
E100 Engineering

Insurance: Liability is by:
Cobb Strecker Dunphy & Zimmerman
5 Triad Center, Suite 340
Salt Lake City Utah 84180
801-537-7467 - Grady Dotson

Workers Compensation Fund
Policy #1955170
PO BOX 26488
Salt Lake City, UT 84126-0488

Bonding is by:
Cobb Strecker Dunphy & Zimmerma
(same as above)

Client#: 2573 DOUBECOI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Grady Dotson
Cobb Strecker Dunphy & Zimmermann
5 Triad Center, Suite 350
Salt Lake City, UT 84180

CONTACT NAME: Sue Johnston
PHONE (A/C, No, Ext): 801-532-5981 FAX (A/C, No): 801-537-7468
E-MAIL ADDRESS: sjohnston@csdz.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Employers Mutual Casualty Compa	21415
INSURER B	
INSURER C:	
INSURER D	
INSURER E	
INSURER F:	

INSURED
Double E Construction, Inc.
PO Box 638
Green River, UT 84525

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab Per Policy Form GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			5X40428	12/15/2015	12/15/2016	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			5X40428	12/15/2015	12/15/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			5X40428	12/15/2015	12/15/2016	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Grand Center Outdoor Pavilion

CERTIFICATE HOLDER

Grand County, Utah
Diana Carroll, Clerk Auditor
125 East Center Street
Moab, UT 84525

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

July 15, 2016

WCF Workers Compensation Fund
100 West Towne Ridge Parkway, Sandy, Utah 84070
800.446.2667 | www.wcfgroup.com

Attn: DIANA CARROLL, CLERK AUDITOR
GRAND COUNTY
125 EAST CENTER STREET
MOAB UT 84532

CERTIFICATE OF INSURANCE

This will certify that:

DOUBLE E CONSTRUCTION INC
PO BOX 638
GREEN RIVER UT 84525

Policy Number 1955170

has an active Workers Compensation and Employers Liability policy in accordance with the provisions of the Utah Workers Compensation Act for the period 12/15/2015 to 12/15/2016 at 12:01 A.M.

If the policy is cancelled prior to the policy expiration date of 12/15/2016 you will be notified.

Employer's Liability:

Each Accident:	1,000,000
Disease - Policy Limit:	1,000,000
Each Employee:	1,000,000

Job Reference:

(A job-site location is the only valid entry in this section. Any other language or representation is invalid and in no way extends or alters the coverage issued.)

GRAND CENTER OUTDOOR PAVILION

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage by the policy. This certificate of insurance does not constitute a contract between the issuing insurer, authorized representative or producer, and the certificate holder.

WCF
Workers Compensation Fund
100 West Towne Ridge Parkway, Sandy, Utah 84070
800.446.2667 | www.wcfgroup.com

July 15, 2016

Attn: DIANA CARROLL, CLERK AUDITOR
GRAND COUNTY
125 EAST CENTER STREET
MOAB UT 84532

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Each Employee:	1,000,000

Job Reference:

(A job-site location is the only valid entry in this section. Any other language or representation is invalid and in no way extends or alters the coverage issued.)

GRAND CENTER OUTDOOR PAVILION

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage by the policy. This certificate of insurance does not constitute a contract between the issuing insurer, authorized representative or producer, and the certificate holder.

Invitation to Bid

The Grand Center is seeking a qualified firm to provide design/build services for the design and construction of a new pavilion to be located 182 N. 500 W.

Proposal specifications may be obtained at the County Clerk's Office, 125 E. Center St., Moab, Utah 84532 or online at www.grandcountyutah.net. All sealed proposals, properly marked, must be turned into the County Clerk's Office **by 3:00 PM on Friday July 13, 2016**. The County Council reserves the right to reject any or all proposals or waive minor defects as it deems appropriate. For further information, please contact Verleen Striblen, Grand Center Program Director, (435) 259-6623, vstriblen@grandcountyutah.net.

/s/ Diana Carroll

Grand County Clerk/Auditor

Published in *The Times-Independent*, Moab, Utah Jun 23,30 and July 7, 2016.

AGENDA SUMMARY **GRAND COUNTY COUNCIL MEETING** JULY 19, 2016 Agenda Item: Q	
TITLE:	Adopting proposed resolution approving Final Plat for Courthouse Wash Subdivision Planned Unit Development (PUD)
FISCAL IMPACT:	none
PRESENTER(S):	Mary Hofhine, Community Development Representative

Prepared By:

Mary Hofhine
Planning & Zoning Administrator
mhofhine@grandcountyutah.net

FOR OFFICE REVIEW ONLY:

Attorney Review:

N/A

RECOMMENDATION:

Move to adopt the proposed resolution approving the Final Plat for Courthouse Wash Subdivision PUD and authorize the Chair to sign all associated documents.

BACKGROUND:

See Staff Report

Attachment(s):

1. Staff Report
2. Final Plat
3. Cost Estimate approval (Dave Dillman)
4. Will-serve letter from Arches SSD
5. DRAFT Subdivision Improvements Agreement
6. Draft Resolution

STAFF REPORT

MEETING DATE:	July 19, 2016
TO:	Grand County Council
FROM:	Community Development Department *Staff*
SUBJECT:	Courthouse Wash PUD Final Plat Application

RECOMMENDATION
The Grand County Planning Commission and County Council held public hearings on June 24, 2015 and August 4th, 2015, respectively, and voted to approve of the Courthouse Wash Subdivision PUD preliminary plat. Staff now recommends approval of the applicant's final plat application.

BACKGROUND
(No changes have been made to the "background" section since preliminary plat approval)

The Canyonlands Subdivision Commercial PUD final plat is submitted by Steve Pitts, agent for property owner Preston Paxman. The property is located north of the Colorado River and includes the recently constructed Fairfield Marriott at 1863 N US Hwy-191. It is zoned Resort Commercial (RC). The entire parcel falls within the boundaries of the Arches Special Service District (Arches SSD), which was created in 2012 prior to approval and construction of the Fairfield Marriott.

The applicant proposes division of a 10.98 acre parcel into a seven (7) lot master planned development with separate uses on each lot. Existing buildings (uses) include Canyonlands by Night (tour operator), Fairfield Marriott (hotel), and water and sewerage treatment plants. A second hotel is planned to replace the Riverside Oasis RV/Campground. Proposed buildings also include restaurant and retail spaces. Adjacent property to the west is zoned RC and owned by Mildred McClatchy. Adjacent property to the north is zoned Range and Grazing (RG) and owned by the National Park Service. Nearby neighbors include the Bureau of Land Management (RG) and Department of Energy (SPA). All above mentioned properties are included in the Arches SSD, however none are currently served by the district.

The Utah Department of Environmental Quality Division of Water Quality has granted a discharge permit to the applicant. Grand County will defer to DWQ on matters related to permitting drinking water and wastewater treatment systems.

Staff sent this report and the associated preliminary plat to Arches National Park for review and comment on Thursday, July 23, 2015.

FINAL PLAT
A final plat for the entire parcel includes the following:

1. Control Points and acres
2. Boundary lines and bearings
3. Streets
4. Easements
5. Lot and tract numbers
6. Purpose of sites
7. Monuments

8. Adjacent land
9. Surveyor's Certificate and legal description
10. Approval certification
11. Title and scale
12. Street intersections
13. Plat identification
14. Dedication certificate
15. Tax certificates
16. Construction plans and cost estimate
17. Subdivision improvements assurance (SIA) and performance guarantee
18. Title report
19. Filing fee

9.5.2 Review by Commission
The final plat submitted meets the provisions of Article 7, Subdivision Standards, of the Grand County LUC. All issues raised during the preliminary plat review have been addressed.

The subdivision meets the minimum open space and mandatory build-to-line requirements. Building envelopes satisfy the setback and dimensional requirements within the RC zone district. Proposed streets meet the surface width and right-of-way requirements. UDOT previously granted an access permit off of US-191. Drainage, easements, and utilities plans have been reviewed and approved by Staff and the County Engineer.

The proposed common area and open space tracts meet the provisions of the LUC. The Grand County Attorney is finalizing his review of the Master Association agreement and CC&Rs. Final approval is needed prior to County Council review.

Additional Comments:
-Staff has not yet received a single comment from the public throughout the entire development review process.

-As per Section 2.11.4(B), developers will adhere to building design standards in the RC district. Review will take place in conjunction with site plan review for individual lots.

-PUD Vesting: Project vesting occurred at preliminary plat approval.

-Will serve letters from utility providers were submitted during preliminary plat review. Staff has them on file for anyone interested. Arches SSD acceptance letter dated March 23, 2016

-The applicant will need to sign a SIA and submit an acceptable form of financial guarantee prior to County Council review. County Attorney and County Clerk will review and approve.

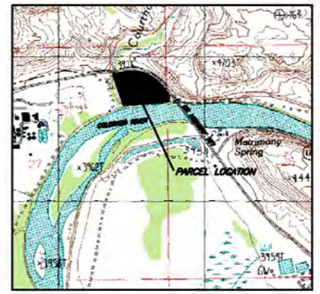
- Payment of extraordinary Engineering review.

-Staff will withhold approval signatures on building permits until the illegal billboards are removed.

Attachments:
1. Final Plat (All Sheets) dated 10/7/15
2. Updated cost estimate approval letter, Dave Dillman
3. Arches Special Service District letter of acceptance dated March 23, 2016

COURTHOUSE WASH
SUBDIVISION
A PLANNED UNIT DEVLOPMENT

VICINITY MAP



SCALE : 1" = 60'

0' 60' 120' 180'

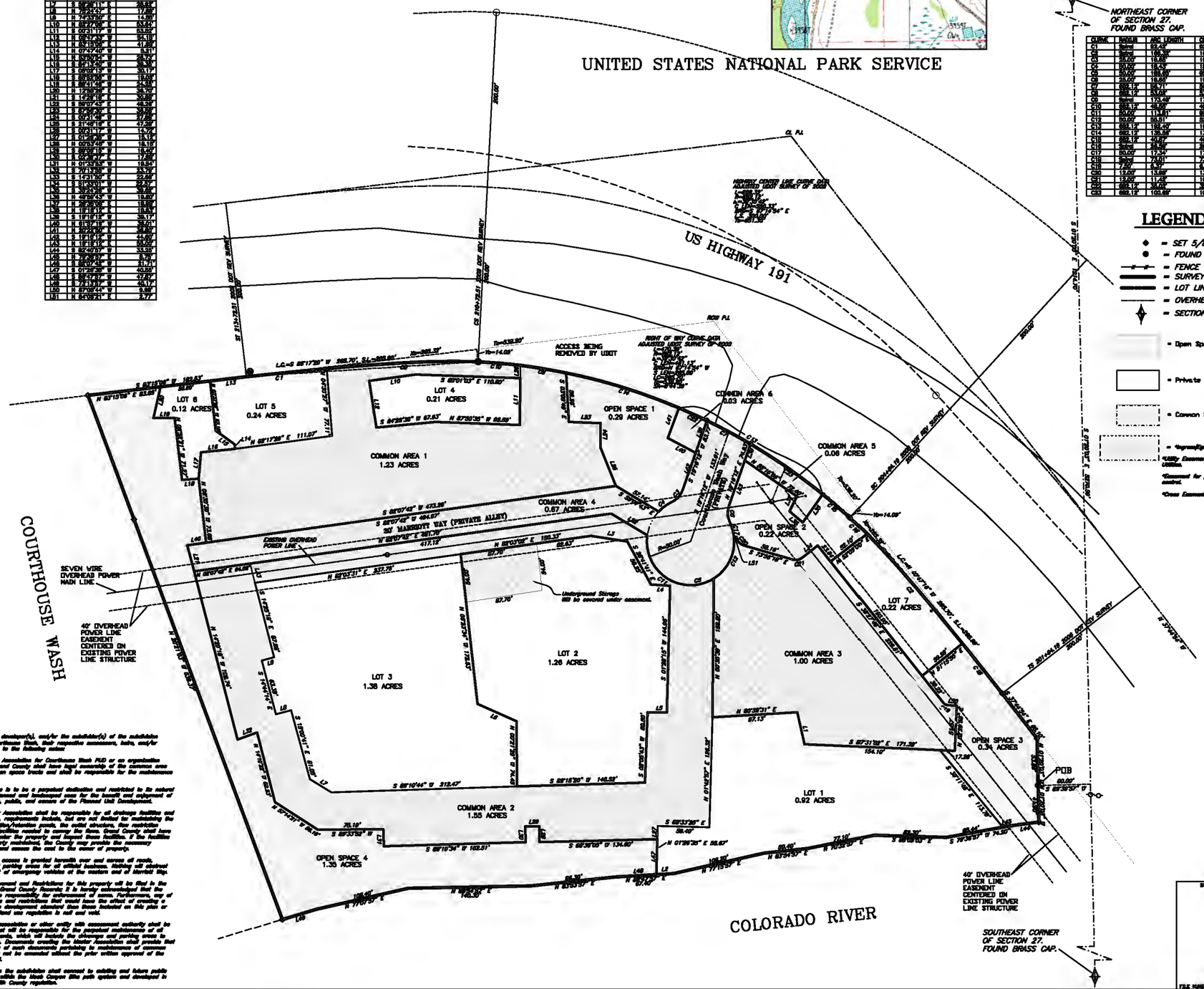
NORTHEAST CORNER OF SECTION 27. FOUND BRASS CAP.

LINE	BEARING	DISTANCE
L1	N 72°00'57" W	37.53'
L2	S 86°47'57" W	10.53'
L3	S 81°18'04" E	48.11'
L4	N 86°54'57" E	27.00'
L5	N 86°54'57" E	23.00'
L6	N 08°01'38" W	48.07'
L7	S 79°26'11" E	25.67'
L8	N 76°23'43" E	17.88'
L9	N 72°53'50" E	14.80'
L10	N 82°27'00" E	53.40'
L11	S 00°31'17" W	53.52'
L12	N 00°42'33" W	85.13'
L13	N 13°15'06" W	41.80'
L14	N 07°47'40" W	5.31'
L15	N 02°00'04" W	28.72'
L16	N 00°31'46" W	35.30'
L17	S 00°06'13" W	30.17'
L18	S 00°00'06" W	10.00'
L19	S 00°41'29" W	24.03'
L20	N 12°00'28" W	38.70'
L21	S 12°28'18" E	30.00'
L22	S 00°07'43" E	48.34'
L23	S 07°00'38" E	30.00'
L24	S 00°31'46" W	27.00'
L25	S 11°20'11" W	27.00'
L26	S 00°31'17" W	14.79'
L27	S 01°30'36" W	15.13'
L28	N 00°53'49" W	18.13'
L29	S 00°06'13" W	18.47'
L30	S 02°06'47" W	17.80'
L31	N 01°53'53" W	18.50'
L32	S 70°13'59" W	23.73'
L33	S 12°31'00" E	22.00'
L34	S 01°00'01" W	27.97'
L35	S 00°00'28" W	30.00'
L36	N 49°58'45" W	10.00'
L37	S 00°00'00" W	18.00'
L38	N 18°18'13" E	18.00'
L39	S 19°18'13" W	38.17'
L40	N 81°07'18" W	39.01'
L41	N 30°24'00" W	30.00'
L42	S 19°18'13" W	44.00'
L43	N 19°18'13" E	44.00'
L44	S 82°40'57" W	33.25'
L45	N 82°40'57" E	3.78'
L46	S 82°07'42" W	31.71'
L47	S 01°26'38" W	40.55'
L48	S 86°47'57" W	47.87'
L49	S 72°13'57" W	49.17'
L50	N 87°08'44" W	9.08'
L51	N 84°08'21" E	3.77'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	Spiral	63.44'	63.43'	N 84°18'38" E	
C2	50.00'	186.38'	138.28'	S 40°56'30" E	
C3	30.00'	18.85'	18.18'	S 41°57'18" W	48°03'08"
C4	50.00'	18.43'	18.32'	S 33°44'00" W	21°07'41"
C5	50.00'	188.58'	96.86'	N 81°10'42" E	215°57'31"
C6	30.00'	18.85'	18.18'	N 03°14'52" W	48°03'08"
C7	662.12'	55.71'	55.69'	N 61°46'46" W	4°49'06"
C8	662.12'	53.04'	53.01'	S 60°41'38" E	4°77'13"
C9	Spiral	173.49'	173.37'	N 67°22'29" E	
C10	662.12'	46.86'	46.85'	S 64°07'55" E	4°04'46"
C11	50.00'	111.81'	89.41'	N 87°33'07" E	128°12'14"
C12	50.00'	53.51'	52.70'	S 29°54'31" W	61°30'20"
C13	662.12'	102.42'	101.77'	S 66°00'30" E	11°08'41"
C14	662.12'	136.53'	136.33'	S 72°14'46" E	11°21'10"
C15	662.12'	40.87'	40.86'	S 46°12'31" E	3°58'07"
C16	Spiral	86.94'	86.93'	S 45°56'47" E	
C17	50.00'	17.24'	17.28'	S 19°48'48" E	19°53'17"
C18	Spiral	74.01'	74.01'	S 30°54'07" E	
C19	7.00'	4.37'	4.18'	S 65°47'18" W	46°28'35"
C20	13.00'	11.68'	11.30'	N 40°32'24" E	62°43'31"
C21	12.00'	11.45'	10.99'	S 76°46'22" W	54°36'31"
C22	662.12'	30.04'	30.01'	S 68°36'46" E	02°36'26"
C23	662.12'	100.69'	100.59'	S 60°00'12" E	09°07'34"

LEGEND

- ◆ = SET 5/8" REBAR & CAP
- ● = FOUND EXISTING REBAR & CAP
- = FENCE LINE
- = SURVEYED BOUNDARY
- = LOT LINE
- = OVERHEAD POWER LINE
- = SECTION CORNER
- = Open Space
- = Private Space
- = Common Space
- = *Ingress/Egress Easement for Emergency Vehicles, and Public Utility Easement for Public Utilities and Special Service District Utilities.
- *Easement for private water system for distribution lines and fire control.
- *Cross Easement for Parking stalls (See CCR's for further information.)



The owner(s), developer(s), and/or the subdivider(s) of the subdivision known as Courthouse Wash, their respective successors, heirs, and/or assigns agree to the following notes:

1. The Master Association for Courthouse Wash PUD or an organization other than Grand County shall have legal ownership of the common area tracts and open space tracts and shall be responsible for the maintenance of such.

2. Open space is to be a perpetual dedication and restricted to its natural or properly planned and landscaped uses for the benefit and enjoyment of the occupants, public, and owners of the Planned Unit Development.

3. The Master Association shall be responsible for all drainage facilities and parking areas, requirements include, but are not limited to maintaining the specific detention/retention ponds, the outlet structure, their restriction devices, and facilities needed to convey the flows Grand County shall have the right to enter the property and inspect these facilities. If the facilities are not properly maintained, the County may provide the necessary maintenance and assess the cost to the owner of property.

4. Emergency access is granted hereon over and across all roads, drainage and parking areas for all official business. Nothing will obstruct the movement of emergency vehicles at the western end of Markott Way.

5. Certain Covenant and Restrictions for this property will be filed in the office of the Grand County Recorder. It is hereby acknowledged that the County has no responsibility for enforcement of same. Furthermore, any of said covenants and restrictions that would have the effect of creating a less restrictive development standard than those included on this plat or other county land use regulation is null and void.

6. A property owners association or other entity with permanent authority shall be established that will be responsible for the permanent maintenance of all common elements, which will include the drainage and parking areas in each business. Documents creating the Master Association shall provide that those portions of such documents pertaining to maintenance of common elements may not be amended without the prior written approval of the county council.

7. Trails within the subdivision shall connect to existing and future public trail systems within the Moab Canyon Bike path system and developed in accordance with County regulation.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:
That I, Daryl Penrod, do hereby certify that I am a registered Utah Land Surveyor, and that I hold certificate No.5331527 as prescribed under the laws of the state of Utah, and I further certify that under the 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 COURTHOUSE WASH SUBDIVISION and that same has been correctly surveyed and staked on the ground as shown on this plat."

Signature _____ *DATE* _____ *5331527* *UT. LICENSE NO.*

BOUNDARY DESCRIPTION

Beginning at a point S 01°20'03" E 1214.70 feet along the Section line and S 88°39'57" W 60.00 feet perpendicular to said section line, from the Northeast Corner of Section 27, Township 25 South, Range 21 East, Salt Lake Base and Meridian; thence N 01°20'03" W 53.86 feet parallel to the East line of said Section 27 to the Southerly Right of Way line of U.S. Highway 191; thence the next five courses along said Right of way being parallel to and 200.00 feet distant from the center line of said Highway, (1) N 37°44'54" W 65.10 feet to a point of spiral, (2) along A spiral curve to the left 265.99 feet with a chord of N 40°47'16" W 265.70 feet to a curve to the left, (3) along said curve 470.39 feet having a radius of 662.12 feet and a chord of N 67°14'54" W 461.13 feet to a spiral curve to the left, (4) along said spiral curve 265.99 feet with a chord of S 86°17'29" W 265.70 feet, (5) S 83°15'06" W 182.53 feet to a point in Courthouse Wash; thence S 20°21'03" E 639.37 feet to the Northerly Bank of the Colorado River; thence the next eleven courses along said Northerly Bank, (1) N 73°13'57" E 40.17 feet, (2) N 77°07'57" E 108.40 feet, (3) N 86°54'57" E 140.30 feet, (4) N 83°53'57" E 96.30 feet, (5) N 86°47'57" E 67.40 feet, (6) N 77°15'57" E 106.20 feet, (7) N 83°54'57" E 50.40 feet, (8) N 78°32'57" E 77.10 feet, (9) S 88°09'03" E 82.30 feet, (10) N 79°36'57" E 74.20 feet, (11) N 82°40'57" E 33.25 feet; thence N 01°20'03" W 41.90 feet parallel to the East line of said Section 27 to the point of beginning.
Containing 10.99 acres.

BASIS OF BEARING = US STATE PLANE SYSTEM NAD 83, UTAH CENTRAL ZONE. ESTABLISHED BY UTAH DEPARTMENT OF TRANSPORTATION ON 2008 SURVEY.

OWNERS' DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, A.D. 20____.

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____ }s.s.

ON THE_____DAY OF_____, A.D. 20___ PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES_____ _____ NOTARY PUBLIC (SEE SEAL BELOW)

ACCEPTANCE BY LEGISLATIVE BODY

THE_____ OF _____
COUNTY OF GRAND, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____DAY OF_____, A.D. 20___.

APPROVED_____ ATTEST_____
ENGINEER (SEE SEAL BELOW) CLERK-RECORDER (SEE SEAL BELOW)

APPROVED this _____day of _____, 20___, by the Grand County Council."

_____
Chairman Signature

_____
County Recorder Signature

COURTHOUSE WASH SUBDIVISION
A PLANNED UNIT DEVELOPMENT

IN SECTION 27, T 25 S, R 21 E, SLB&M.
GRAND COUNTY, STATE OF UTAH
SCALE 1"= 60 FEET

SURVEYORS SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	
			Grand County Entry No._____ State of Utah, Grand County, recorded at the request of _____ Date _____, Book _____, Page_____ Fee _____ _____ Grand County Recorder

LUDLOW ENGINEERING & LAND SURVEYING 645 N. MAIN, NEPHI, UTAH, PHONE 623-0897

2162 West Grove Parkway
Suite #400
Pleasant Grove, Utah 84062
www.horrocks.com

HORROCKS
ENGINEERS

Tel: 801.763.5100
Salt Lake line: 532.1545
Fax: 801.763.5101
In state toll free: 800.662.1644

June 8, 2016

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

Subject: Courthouse Wash Subdivision – Construction Cost Estimate

Dear Mary:

A site visit/inspection was completed on May 25, 2016 to verify partial completion of the construction items that are required to have a bond for. Items that have been completed or partially completed are reflected on the cost estimate. The construction cost estimate for the remaining items dated May 25, 2016 is accepted for the remaining items of work to complete. The applicant will need to provide a bond in the amount of $523,689.45 for remaining work items as detailed in the cost estimate.

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

Sincerely,
HORROCKS ENGINEERS

David Dillman, P.E.
Principal

cc: File

O:\!2015\PG-008-1501 Grand County Gen Eng 2015\2015 General\Development Review\Courthouse Wash Subdivision\Court House Wash const est 6-7-16.doc

ARCHES SPECIAL SERVICE DISTRICT

1861 NORTH HIGHWAY 191, MOAB, UTAH 84532 - 435.260.9661

March 23, 2016

Grand County Planning Commission

Re: Acceptance of Utilities

The Arches Special Service District has reviewed and plans and specifications of required improvements pertaining to water and sewer improvements. These improvements have been inspected.

We accept the improvements for Courthouse Wash Subdivision a Planned Unit Development in Section 27, T 25 S, R 21 E, SLBM, Grand County, Utah.

Sincerely,

Preston Paxman
Chair
Arches Special Service District
Administrative Control Board

SUBDIVISION IMPROVEMENTS AGREEMENT

COURTHOUSE WASH SUBDIVISION – A PLANNED UNIT DEVELOPMENT (PUD)

THIS AGREEMENT, dated this ____ day of July, 2016, between the COUNTY COUNCIL OF GRAND COUNTY, UTAH (hereinafter referred to as "COUNTY") and Canyon Lands Lodging LLC (hereinafter referred to as "SUBDIVIDER").

WHEREAS, SUBDIVIDER has submitted to the COUNTY for approval and execution a final plat designated Courthouse Wash Subdivision, a Planned Unit Development and dated _____, hereinafter referred to as "the Plat" or "the Subdivision"); and

WHEREAS, the COUNTY has fully considered said plat, the proposed development and the improvements of the land therein and the effect on the neighboring properties by reason of the proposed development; and

WHEREAS, engineered subdivision improvements and construction plans and specifications (Required Improvements) have been submitted to the COUNTY and approvals have been received from all necessary and requested COUNTY referral agencies and consultants, or representatives, including, but not limited to:

1. Grand Water and Sewer Service Agency (GWSSA), pertaining to water and sewer system improvements;
2. Sunrise Engineering Inc., consultants to the GWSSA, pertaining to water and sewer system improvements;
3. State of Utah Health Department, Division of Drinking Water, pertaining to water system improvements;
4. Horrocks Engineers, consultants to the COUNTY, pertaining to the streets and roads, driveways, drainage and trail system improvements; and
5. Moab Valley Fire District; pertaining to fire protection issues.

WHEREAS, the COUNTY is willing to approve and execute said plat upon the agreement of the SUBDIVIDER to the matters hereinafter described subject to any conditions established by the County Council, and subject to all requirements, terms and conditions of the *Grand County Land Use Code* except as modified by this plat approval, and subject to the *Grand Construction Standards* and other applicable laws, rules and regulations; and

WHEREAS, the COUNTY and SUBDIVIDER mutually acknowledge that the matters set forth herein are reasonable conditions and requirements to be imposed by COUNTY in connection with its approval of the Plat, and that such matters are necessary to protect promote and enhance the public welfare; and

WHEREAS, it is further mutually acknowledged that the COUNTY is entitled to other assurance that the matters hereinafter agreed to will be performed as agreed to by the SUBDIVIDER, and in that regard the Statues of the State of Utah pertaining to COUNTY planning and the existing ordinances of Grand County, State of Utah, pertaining to Subdivision Improvements Agreements provide that the collateral used as security for the construction of the agreed upon Required Improvements may include cash, bond, irrevocable letter of credit, or other collateral acceptable to the County Council; and

DRAFT

WHEREAS, SUBDIVIDER has submitted and the COUNTY has agreed to a Surety Bond as the form of collateral to guarantee the Required Improvements, as specified in the final plat and associated construction plan sheets, which are incorporated herein by this reference.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES, AND THE APPROVAL, EXECUTION, AND ACCEPTANCE OF THE PLAT BY THE COUNTY, IT IS FURTHER AGREED AS FOLLOWS:

IMPROVEMENTS TO BE COMPLETED

SUBDIVIDER agrees to construct the Required Improvements as specified in the final plat and associated construction plan sheets consistent with the requirements of the County Council, the *Grand County Land Use Code,* and the *Grand Construction Standards* and other applicable laws, rules and regulation.

COLLATERAL – SURETY BOND

In order to secure the Required Improvements to be completed by the SUBDIVIDER, and so long as, and to the extent that, Required Improvements to service a particular lot or lots remain unfinished, the SUBDIVIDER agrees to guarantee such performance of the unfinished Improvements with a Surety Bond to 100 percent of the cost of such unfinished Required Improvements, plus a collateral overage of 25 percent of the cost of such unfinished Required Improvements.

RELEASE OF SURETY BOND

If and to the extent that the SUBDIVIDER provides another form of collateral acceptable to the COUNTY at the date of this Agreement, such as cash, bond, or other collateral, the guarantee may be partially or fully released.

In addition, from time to time, as the Improvements are completed, SUBDIVIDER may apply in writing to the COUNTY for a partial or full release of the cash, bond, or other collateral, the letter of credit guarantee or substitute collateral. Each collateral release request shall be summarized on the County's Collateral Release Form and must show, or include the following:

1. Dollar amount of (original) collateral guarantee,
2. Improvements completed, including dollar value,
3. Improvements not completed, including dollar value,
4. Amount of (all) previous releases,
5. Amount of collateral guarantee requested released,
6. Release or waivers of mechanics liens of all parties who have furnished work, services, or materials for the Required Improvements, and
7. Reasonable fee, if the COUNTY requires any, to cover the cost of administration and inspections.

Upon receipt of the application, the COUNTY, or its agent, shall inspect the Required Improvements, both those completed and those uncompleted. If the COUNTY determines from the inspection that the Required Improvements shown on the application have been completed, as provided herein, a portion of the collateral supporting the commitment guarantee shall be released. The release shall be made in writing signed by the COUNTY. The amount to be released shall be the total amount of the collateral:

DRAFT

1. Less, 100 percent of the costs of the Required Improvements not completed; and
2. Less, any collateral overage (25%) that is applicable to the costs of the Required Improvements not completed.

Prior to the final collateral release and acceptance of the subdivision by the County, the SUBDIVIDER shall furnish a good and sufficient maintenance bond in the amount of 10 percent of the contract price for the Required Improvements with a reputable and solvent corporate surety in favor of the County, to indemnify the County against any repairs that may become necessary to any part of the construction work performed in connection with the subdivision arising from defective workmanship or materials used therein, for a full period of one (1) year from the date of final acceptance of the entire project.

TIME OF COMPLETION

SUBDIVIDER agrees to complete the Required Improvements within thirty-six (36) months from the date of execution of this Agreement.

The COUNTY may, at their discretion, extend the completion dates for the Required Improvements. Both the COUNTY and SUBDIVIDER shall sign any such extension.

DEFAULT

The following conditions, occurrences, or actions will constitute default by SUBDIVIDER;

1. Failure to commence construction of any part of the Required Improvements within 9 months from the date of the execution of the Agreement.
2. Failure to complete the Required Improvements materially consistent with the approved engineering plans and specifications as part of this Plat, or any approved changes of such plans and specifications.
3. Failure to complete the Required Improvements within the stated or extended times for completion.
4. The appointment of a receiver for the SUBDIVIDER of the filing of a voluntary or involuntary petition in bankruptcy respecting the SUBDIVIDER.
5. COUNTY determines that the letter of credit, bond, cash, deed of trust, or other collateral, either will terminate, will lapse, or be withdrawn, prior to the actual and substantial completion of the Required Improvements.

REMEDIES

In the event of default, the COUNTY may draw on (withdraw funds from) the commitment guarantee. The COUNTY will have the right, but no obligation, to complete the Required Improvements itself or contract with a third party for completion, and the SUBDIVIDER hereby warrants that in the event of default, the COUNTY, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the subdivision for the purposes of construction, maintaining, and repairing such Required Improvements. Alternatively, the COUNTY may assign the proceeds of the guarantee to a subsequent SUBDIVIDER or lender who has acquired the Subdivision, or a portion thereof, by purchase, foreclosure, or otherwise who will then have the same rights of completion as the COUNTY, if and only if, the subsequent SUBDIVIDER or lender agrees in writing to complete the unfinished Required Improvements.

COLLATERAL PROCEEDS

DRAFT

In the event of a default, collateral proceeds shall be utilized as follows:

1. All collateral proceeds must be applied to the unfinished Required Improvements.
2. Any excess collateral proceeds after completing the Required Improvements are payable to the SUBDIVIDER.
3. The COUNTY has no obligation to utilize any funds, other than the collateral proceeds, to complete any of the Required Improvements.

RECORDING

After receiving approval of the Plat, SUBDIVIDER shall record this Agreement with the Recorder of Grand County, Utah.

MISCELLANEOUS

1. This agreement is binding upon and inure to the benefit of the heirs, representatives, transferees, successors, and assignees of the parties.
2. The paragraph headings are descriptive only and neither implies nor limits the substantive material.
3. The failure to enforce or the waiver of any specific requirements or parts of this Agreement by either party shall not be construed as a general waiver of this Agreement.
4. Should any part of this Agreement be declared invalid by a court of competent jurisdiction, the valid parts of this Agreement remain in effect.
5. SUBDIVIDER is not an agent or employee of the COUNTY.

GRAND COUNTY COUNCIL

_____
Chairwoman, Elizabeth A. Tubbs

SUBDIVIDER

_____
Canyonlands Lodging LLC

ATTEST:

_____
Diana Carroll, Clerk/Auditor

State of Utah)
)
County of Grand)

Subscribed and sworn to before me on this _____ day of _____, 20__ by

_____.

DRAFT

DRAFT

RESOLUTION _____, 2016

RESOLUTION OF THE GRAND COUNTY COUNCIL APPROVING COURTHOUSE WASH SUBDIVISION PUD FINAL PLAT

WHEREAS, Canyonlands Lodging, L.L.C. (Applicant), submitted an application for Courthouse Wash Subdivision PUD final plat and is the owner of record of some 10.98 acres of real property located within the Section 27, T25S, R21E, SLM, Grand County, Utah; and

WHEREAS, the subject property is zoned Resort Commercial (RC) and the Planned Unit Development (PUD) is considered a zoning overlay; and

WHEREAS, the Grand County Council approved the PUD master plan and preliminary plat for Courthouse Wash Subdivision PUD following a public hearing on August 4, 2015 with Ordinance No. 535; and

WHEREAS, Staff, including the County Engineer, GWSSA, and Moab Valley Fire Department, has reviewed the application for Courthouse Wash Subdivision PUD final plat and recommends approval subject to the following:

- Submission of the SIA and an acceptable form of financial guarantee, approved by the County Attorney and County Clerk.
- Payment of extraordinary engineering review.
- Signatures on building permits will be withheld until the illegal billboards are removed.

WHEREAS, the County Council has considered all evidence and testimony presented with respect to the subject application; and

NOW, THEREFORE, BE IT RESOLVED by the Grand County Council that it does hereby approve the Courthouse Wash Subdivision PUD final plat, subject to the following conditions:

1. Removal of illegal billboards prior to issuance of building permits;
2. Continued compliance with the County Engineer's requirements;
3. Recordation of the subdivision improvement agreement (SIA) and commercial property owners association documents with the final plat in the County Recorder's office;
4. Submission of a surety bond for the required improvements to the County in an amount of $523,689.45 as determined by the County Engineer.

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

Those voting aye: _____

Those voting nay: _____

Those absent: _____

Grand County Council

ATTEST:

_____ _____

Diana Carroll, Clerk/Auditor Elizabeth Tubbs, Chairperson

GRAND COUNTY COUNCIL MEMBERS
Elizabeth Tubbs (Chair) · Jaylyn Hawks (Vice Chair)
Chris Baird · Ken Ballantyne · A. Lynn Jackson
Mary McGann · Rory Paxman

July 19, 2016

Mr. Lance Porter
Canyon Country District Manager
Bureau of Land Management
82 East Dogwood Avenue
Moab, UT 84532

Dear Mr. Lance Porter,

At the June 9, 2016 meeting of the Community Impact Board (CIB) a grant/loan of $1,000,000 was awarded to the Six County Infrastructure Coalition (SCIC) to fund phase one of environmental studies as a first step toward creating a Transportation/Utility Corridor connecting the Seep Ridge Road in Uinta County to Interstate 70 in Grand County. The proposed corridor runs along a path of a current Grand County road easement in Hay and East Canyon. The proposed corridor lies entirely within Grand County.

Opposition to the upgrading or development of any type of transportation line has been a strongly held stance in Grand County for many years. While the decision was not unanimous, the Grand County Council reiterated this opposition in its recommendations to Congressman Bishop's Public Lands Initiative (PLI). Numerous public meetings and public hearings indicate that this position is supported by many citizens of Grand County.

While the first draft of the PLI included a set-aside of a swath of land to create an improved transportation/utility corridor, Grand county has maintained its opposition and requested removal of this set-aside from the PLI legislation. The latest draft of the PLI legislation indicates that this was granted.

It should be noted that there has been no official notice or even a contact from the SCIC to inform Grand County of the intent to move ahead with this project regardless of the position held by Grand County.

It should likewise be noted that the creating document of the SCIC (Resolution _____ section_____) clearly requires that the legislative body of a county must agree, by vote, to any project entirely contained within its borders. This is such a project. The response to this point has been to state that Grand County would have a voice if we were a member of the coalition. By that reasoning, the SCIC could go anywhere in the country and undertake projects without consent or input from a local entity.

At the present time, the land in question is on Public Lands managed by the BLM. Grand County again wishes to express its opposition to the potential upgrading of this road or the development of a new corridor. We respectfully request that the BLM not proceed with any type of environmental studies and not consider transfer of the land necessary to complete this potential project.

DRAFT

Thank you for your consideration of the concerns of Grand County. We would welcome an opportunity to discuss this further should you wish to do so.

Sincerely,

Elizabeth A. Tubbs, Chair
Grand County Council

Cc: Neil Kornze, Director, BLM
Jenna Whitlock, State Director, BLM
Senator Okerlund, Six County Infrastructure Coalition, Chair

DRAFT

CONSENT AGENDA SUMMARY

GRAND COUNTY COUNCIL MEETING

JULY 19, 2016

Consent Agenda Item: S-T

TITLE:	S. Approving proposed Cooperative Grant Agreement for Noxious Weed Management with Forestry, Fire & State Lands for FY2017 T. Approving proposed retail beer license for Moab KOA, located at 3225 US 191
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

JULY 19, 2016

Agenda Item: S

TITLE:	Approving proposed Cooperative Grant Agreement for Noxious Weed Management with Forestry, Fire & State Lands for FY2017
FISCAL IMPACT:	It will help pay for 2 seasonal workers: $25,200 grant
PRESENTER(S):	Tim Higgs, Grand County Weed Supervisor

Prepared By:

Tim Higgs, Grand County Weed Supervisor
435-259-1369

FOR OFFICE USE ONLY:

Attorney Review:

None Requested

RECOMMENDATION:

I move to approve the proposed Cooperative Grant Agreement for Noxious Weed Management with Forestry, Fire & state Lands for their Fiscal Year 2017

BACKGROUND:

For over 11 years we have been working with Forestry, Fire & State Lands on helping them control noxious weeds on lands administrated by them. Most of these funds go to cover the cost of the river trips to control noxious weeds along the Colorado and Green Rivers that may not be accessible by land. This also is about 1/3 or more of the funds used to pay for the seasonal workers. In the past we have used these funds for controlling Purple Loosestrife and we have made great progress with its control in Grand County. We have been working on many other noxious weeds with these grant like Russian knapweed, Canada thistle, and perennial pepperweed. This is also a good working relations with this agency and others as part of our Cooperative Weed Management Area.

ATTACHMENT(S):

Cooperative Grant Agreement For Noxious Weed Management Between The Utah Division of Forestry, Fire & State Lands and Grand County Weed Department

Cooperative Grant Agreement For Noxious Weed Management
Between The
Utah Division of Forestry, Fire & State Lands
And
Grand County Weed Department

This Cooperative Grant Agreement made and entered into by and between the Utah Division of Forestry, Fire & State Lands, hereinafter referred to as the DFFSL, and Grand County Weed Department, hereinafter referred to as GC Weed Dept is entered into under provision 65A-9-3.

PURPOSE:

The DFFSL and GC Weed Dept have entered into a Cooperative Grant Agreement to provide noxious weed prevention, detection and control within the areas of jurisdiction. Noxious weeds are those weeds listed as such by the State of Utah Department of Agriculture and GC Weed Dept.

The DFFSL and GC Weed Dept desire to facilitate cooperation and coordination of noxious weed prevention, detection and control efforts in order to increase effectiveness and improve efficiency of each party's program.

The DFFSL and GC Weed Dept agree to use an integrated approach to control noxious weeds under this agreement, which may include biocontrol, herbicides and/or mechanical methods.

The DFFSL, in cooperation with the GC Weed Dept, wish to support an Interagency Weed Control Task Force in Grand County.

The DFFSL and GC Weed Dept agree to work with the Middle Colorado River Watershed Cooperative Weed Management Area to increase effectiveness on the Colorado and Utah border.

STATEMENT OF MUTUAL BENEFITS AND INTEREST:

It is to the mutual benefit of the parties of this agreement to cooperate in the prevention, detection and control of noxious weeds within their jurisdictional areas.

It is to the mutual benefit of the participating parties of this agreement to prevent, detect and control noxious weeds on intermingled or adjacent state sovereign, county, federal and privately owned lands in Grand County.

It is to the mutual benefit of the parties to this agreement to cooperate and coordinate efforts to prevent, detect and control noxious weeds to protect critical watersheds, reduce

soil erosion, maintain and/or restore plant and wildlife diversity and reduce adverse impacts to outdoor recreation.

In consideration of the above purposes and benefits, the parties hereto agree to the following:

1. **The DFFSL shall:**

    a. Provide funding in the amount of $25,200.00 to the GC Weed Dept for the prevention, detection and control of noxious weeds on sovereign lands along the Colorado River from the Utah state line to the northern boundary of Canyonlands National Park, along the Grand County side of the Green River from the Swasey's Boat Ramp to the northern boundary of Canyonlands National Park and within the Moab Sovereign Exchange Lands. The amount is obligated for performance of this agreement beginning July 1st, 2016 through June 30th, 2017.

    b. Provide technical and project assistance to GC Weed Dept in efforts to prevent, detect and control noxious weeds on sovereign lands along the Sovereign Lands as indicated in "section a" above.

    c. Reimburse GC Weed Dept for invoiced costs not to exceed $25,200.00. This is based annually for the state fiscal year, following receipt of billing from GC Weed Dept.

    d. Cooperate with and coordinate prevention, detection and control efforts of noxious weeds on sovereign lands with GC Weed Dept.

2. **The GC Weed Dept shall:**

    a. Prevent, detect and take control actions on noxious weeds along the Colorado River on sovereign lands from the Utah state line to the northern boundary of Canyonlands National Park in Grand County. If environmental conditions are favorable conduct noxious weeds control actions along the Grand County side of the Green River from the Swasey's Boat Ramp to the northern boundary of Canyonlands National Park in Grand County. Additionally, GC Weed Dept shall prevent, detect and take control actions on noxious weeds within the Moab Sovereign Exchange Lands located north of Moab.

    b. Bill the DFFSL, at the end of the state fiscal year for their share of actual costs incurred. The GC Weed Dept will bill the DFFSL at the end of the state fiscal year for an amount equal to or less than $25,200.00 and will not exceed this amount.

c. Use science-based, best integrated control methods for the noxious weed control actions taken under this agreement.

d. Conduct herbicide application trips in an efficient and professional manner as representatives of Grand County and a contracted crew under the State of Utah and will answer any questions from concerned or curious citizens while on Sovereign Lands.

e. *Provide data to provide evidence of weed control in the form of GIS data through EDDMapS or another means able to be imported into ArcGIS versions 10.2 or later.*

IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES THAT:

1. The Annual Program of Work (APW) and financial plan will be prepared cooperatively and approved by all parties to the agreement by June 1st of each year. The APW will identify and prioritize the annual work plan of GC Weed Dept (See Attachment A).

2. Any of the parties, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. No party shall incur any new obligations for the terminated portion of the agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be given for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

3. Nothing herein shall be considered as obligating the parties to this agreement to expend money in excess of funding approved and made available for payment under this instrument and modification thereto.

4. Modifications within the scope of the agreement shall be made by mutual consent to the parties, in writing, signed and dated by all parties, prior to any changes being performed. No party to the agreement to obligate to fund any changes not properly approved in advance.

5. The State auditor or DFFSL personnel and GC Weed Dept auditor, through any authorized representative, shall have the right to examine all records of the other parties related to this agreement during normal business hours. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data regardless of whether such items are in written form, in the form of computer data, or any other form.

6. This agreement is executed as the last date of signature and unless terminated, is effective through June 30th, 2017 at which time it will expire unless renewed.

7. Principal contact for this agreement are:
   Grand County Weed Department – Weed Supervisor
   Division of Forestry, Fire and State Lands – SE Area Manager

8. The recipient/cooperator has the legal authority to enter into this agreement and the institutional, managerial and financial capability to ensure proper planning, implementation and management to fulfill the purposes of this agreement.

9. The agreement in no way restricts the parties from participating in similar activities with other public or private agencies, organizations and individuals.

10. The DFFSL and the GC Weed Dept by written modification to the agreement may extend to the term for subsequent performance periods not to exceed a total duration of five years from the execution date, including the subsequent performance periods.

11. Any partner contributions made under this agreement do not by direct reference or implication convey DFFSL endorsement of the partner's product or activities.

IN WITNESS WHERE OF, the parties hereto have executed this agreement as of the date written below:

Utah Division of Forestry,
Fire and State Lands

By: _____
Title: _____
Date: _____

Grand County

By: _____
Title: _____
Date: _____

_____ 7/7/16
Roger Lewis
Finance Director
Utah Division of Forestry, Fire and State Lands

Approved as to Form:
Attorney General

_____

ATTACHMENT A: FY 2017 ANNUAL PROGRAM OF WORK

The scope of work outlined in this document is set forth and agreed upon by Grand County Weed Department and Forestry, Fire and State Lands and may be subject to change due to unforeseen circumstances. Modifications to the scope of work will be cooperatively discussed and mutually agreed upon by both parties. Changes will be reflected in an attachment to this document.

Proposed Scope of Work

The following projects are outlined in the 2017 FFSL Annual Weed Plan of Work. The amounts below outline the funding for Grand County Weed Department. The total project cost is higher in most cases to include in-kind contributions from Grand County Weed Department.

$ 15,000.00	Colorado River Noxious Weeds
$ 7,000.00	Green River Noxious Weeds
$ 500.00	Bull Canyon Project
$ 2,000.00	Farm Fire Restoration Site
$ 700.00	Jackson Bottom
$ 25,200.00	Total Allocation for FY2017

AGENDA SUMMARY **GRAND COUNTY COUNCIL MEETING** JULY 19, 2016 Agenda Item: U	
TITLE:	Public hearing to hear public input on proposed Rim Village Vistas Phase V Planned Unit Development (PUD) Preliminary Plat
FISCAL IMPACT:	none
PRESENTER(S):	Mary Hofhine, Community Development Representative

Prepared By:

Mary Hofhine
Community Development Representative

FOR OFFICE REVIEW ONLY:

Attorney Review:

N/A

RECOMMENDATION:
Conduct public hearing on Rim Village Vistas Phase V PUD Preliminary Plat

BACKGROUND:
See Staff Report

Attachment(s):

1. Staff Report
2. Master Plan
3. Preliminary Plat
4. County Engineer Letter dated May 27, 2016
5. Utility Letters
6. Draft Ordinance

S T A F F R E P O R T

MEETING DATE: July 19, 2016 - Public Hearing

TO: Grand County Council

FROM: Community Development Department

SUBJECT: Rim Village Vistas PUD Phase V Preliminary Plat

PLANNING COMMISISON RECOMMENDATION

The Grand County Planning Commission reviewed the referenced application in a public hearing on June 22, 2016 and forwarded a favorable recommendation to the County Council subject to ongoing compliance with the conditions listed in the Grand County Engineer's approval letter.

BACKGROUND

This application is submitted by the property owner and project developer, Chuck Henderson (Applicant). The Applicant is requesting a preliminary plat review for Rim Village Vistas PUD phase V. This phase includes approximately 1.5 acres and consists of two buildings with eight units in each building (16 units in total).

Location

The project is accessed from Hwy 191 and Meador Drive, a dedicated and maintained county road. Phase V units will be located on Red Valley Circle, a private road that will be constructed with this phase of the project. Additionally, the applicant will be constructing a frontage road parallel to Highway 191, 56 foot right of way, 34 foot paved surface, with curb gutter/sidewalk, dedicating the road as Village Drive to the County.

Zoning and Density

Rim Village Vistas PUD is split zoned Rural Residential (RR) and Multi-Family Residential-20 (MFR-20 a zone district in 2006). County Council has endorsed allowing mixed zone district densities. The Rim Village Vistas PUD Master Plan was approved in 2006 and provides for up to 196 units.

Master Plan, Approved Density		
Zone District	Acres	Units
MFR-20 (20/acre)	9.25	184
RR (1/acre)	12.47	12
Total:	**21.72**	**196**

Prior Approvals

The Master Plan divides the project into phases III-VII. Phases I and II were part of a separate planning process, final plat recorded in 2004.

Master Plan, Phasing		
Phase III	**16** multi-family units	Final Plat, approved 2007
Phase IV	**32** multi-family units	Final Plat, approved 2014
Phase V	**16** multi-family units	**Subject application**
Phase VI-VII	1, 12-plex (12 units) 6, 12 unit townhomes (72 units) 2, 24 unit townhomes (48 units) **132** units	Future
Total:	**196 UNITS**	

Phase V development stipulations are as follows:

Development Stipulations	
Primary Use	residential
Accessory Use	normal & customary
Gross Acreage	1.5 acres
Proposed Units	16 multi-family units
Proposed Unit Size: corner unit interior unit	 1,556 sq. ft. 1,552 sq. ft.
Common Area	1.32 acres (32.84%)
Open Space	1.50 acres (37.30%)
Common Facilities	private streets, driveways, patios, recreation area
Building Height	28 ft. (2 story)
Parking:	32 spaces (2 per unit, attached garage) 8 quest spaces (extraordinary parking)
	Total 40 spaces this phase

PRELIMINARY PLAT

Master Plan

The Rim Village Vistas PUD Master Plan, dated June 6, 2006, was approved in May 2006 (Ordinance 430). The application conforms to the density and layout as vested in the master plan.

Water and Sewer

Water and sewer service is in the utility easement along the proposed road. Grand Water & Sewer Service Agency provided an approval letter (attached) indicating plans meet agency and state specifications, and that adequate water and sewer capacity exists to serve the project.

Utilities

The applicant has provided updated will-serve letters for electricity and gas (attached).

Physical Constraints
The property is not in a floodplain and there is no other evidence of physical constraints.

Access
The applicant has complied with the County Engineer's recommendation for the interior roadway, Red Valley Circle, to be built to a private lane standard (44 foot right-of-way and 24 foot surface width). Village Drive will be a frontage road, 56 foot wide with 34 foot pavement, curb gutter and sidewalk. Village Drive will be dedicated to the County.

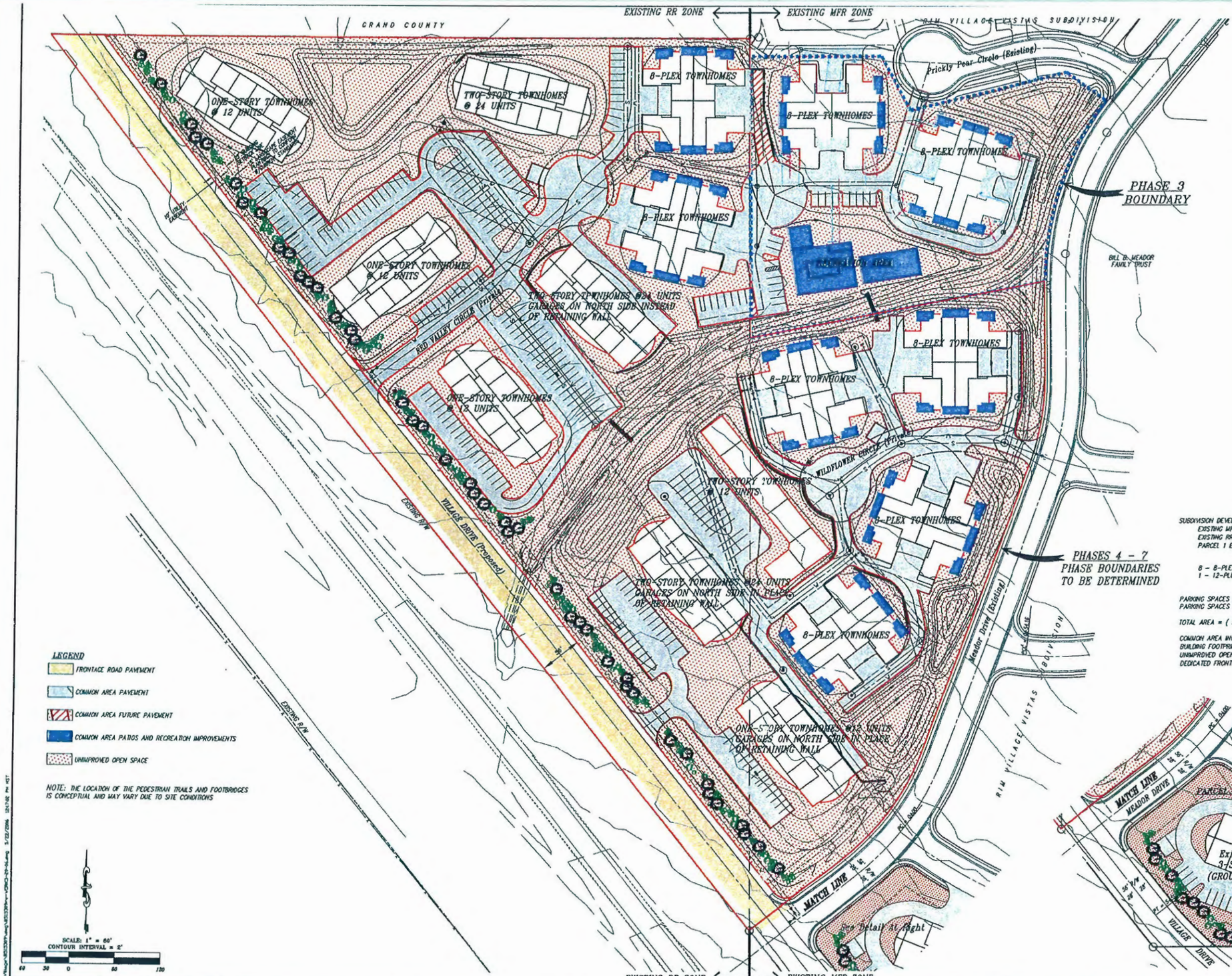
Sidewalks and Trails
Sidewalks are proposed along both sides of Village Drive and Red Valley Circle. No internal trails are proposed with this phase.

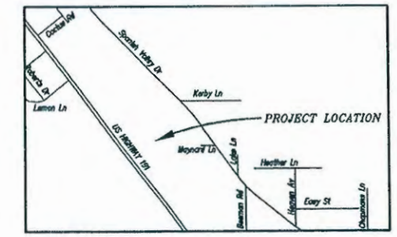
Engineering
Drainage plan was approved for the entire site at Phase III with the master plan. The contract engineer has reviewed preliminary Construction Plans and is working with the applicants engineer to finalize the final construction plans and final plat for Phase V.

Homeowners' Association and CC&Rs
A Homeowners' Association has been established for the maintenance of roads, drainage, and open space. An addendum to the Covenants, Conditions, and Restrictions for the addition of this phase will be filed as part of final recordation, per the plat note.

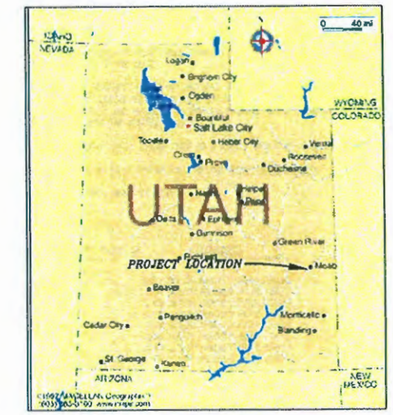
Attachments

1. Project Master Plan
2. Preliminary Plat Phase V
3. Horrocks Engineers Letter, May 27, 2016
4. Will serve letters from RMP, Questar, and GWSSA





VICINITY MAP
NTS



LOCATION MAP
NTS

SUBDIVISION DEVELOPMENT AREA:

EXISTING MFR ZONING AREA	-	(348,141.42 SF) 8.02 ACRES @ 20 UNITS/ACRE = 160 UNITS
EXISTING RR ZONING AREA	-	(543,016.96 SF) 12.47 ACRES @ 1 UNIT/ACRE = 12 UNITS
PARCEL 1 EXISTING MFR AREA	-	(53753.90 SF) 1.23 ACRES @ 20 UNITS/ACRE = 24 UNITS

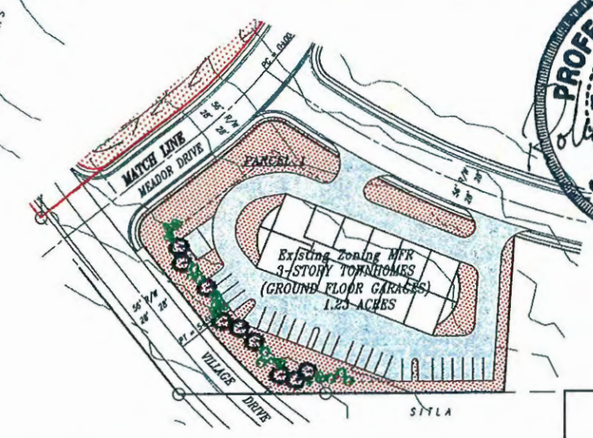
COMBINED DENSITY TOTAL UNITS ALLOWED = 196

8 - 8-PLEX TOWNHOMES = 64 — 6 - 12 UNIT TOWNHOMES = 72
1 - 12-PLEX TOWNHOMES = 12 — 2 - 24 UNIT TOWNHOMES = 48
COMBINED DENSITY TOTAL UNITS PROVIDED = 196

PARKING SPACES REQUIRED @ 2/UNIT = 392 SPACES
PARKING SPACES PROVIDED = 188 GARAGE SPACES AND 234 OPEN SPACES = 422 SPACES

TOTAL AREA = (945,912.28 SF) 21.72 ACRES

COMMON AREA INCLUDING PAVED ROADS & PARKING, AND RECREATION IMPROVEMENTS = (248,354 SF) 5.7 ACRES (26.3%)
BUILDING FOOTPRINT AREA = (221,936 SF) 5.0 ACRES (23.5%)
UNIMPROVED OPEN SPACE = (392,920 SF) 9.0 ACRES (41.5%)
DEDICATED FRONTAGE ROAD = (82,702 SF) 1.9 ACRES (8.7%)



PROFESSIONAL ENGINEER
ROBERT L. BETZLER
368013-2202
6/22/06
STATE OF UTAH

REVISIONS		
BY	DATE	DESCR.
BY	DATE	DESCR.
BY	DATE	DESCR.

DATE MAY 2006 — DRAWN bb
SCALE 1" = 60' — CHECKED rbs
APPROVED HLB/RLW

SOUDER, MILLER & ASSOCIATES, 2101 SAN JUAN BLVD, FARMINGTON, NEW MEXICO 87401 TELE: 505-325-7535
Albuquerque - Las Cruces - Santa Fe, NM
Cortez, CO - Monticello, UT

RIM VILLAGE VISTAS PHASES 3 - 7
HENDERSON BUILDERS LLC
GRAND COUNTY, MOAB, UTAH

SKETCH PLAN
MFR & RR COMBINED DENSITY ZONING

SKETCH PLAN SHEET 1 - 1

SHEET C-2A

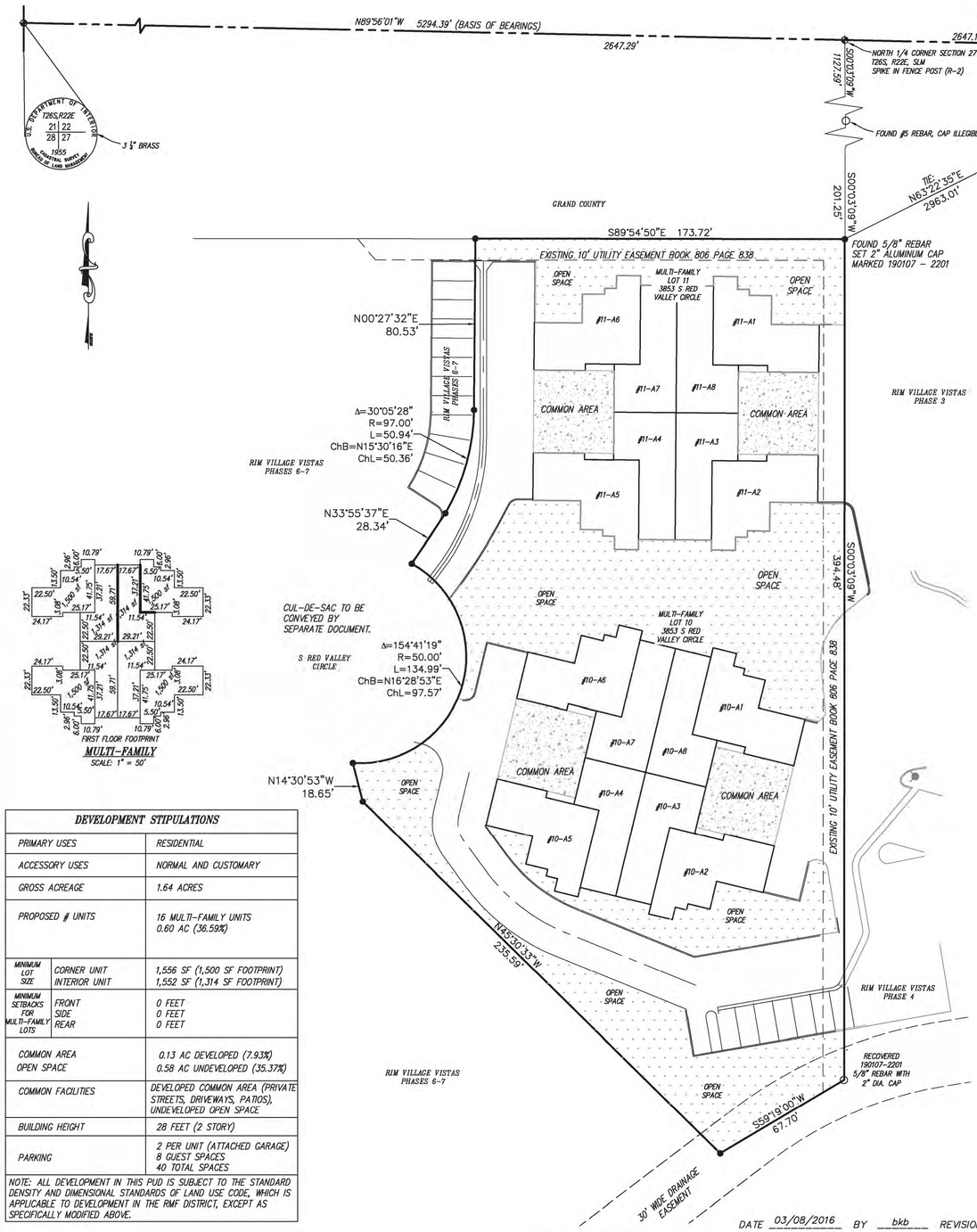
Brian Sander Miller
970-243-6067

A PRELIMINARY PLAT OF

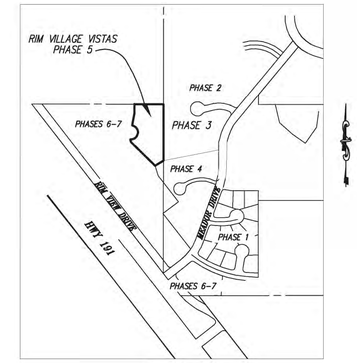
RIM VILLAGE VISTAS SUBDIVISION

PHASE 5

A PLANNED UNIT DEVELOPMENT WITHIN THE N1/2 OF SECTION 27, T26S, R22E, SLM
GRAND COUNTY, UTAH



MULTI-FAMILY
SCALE: 1" = 50'



LOCATION MAP
SCALE: 1" = 500'

MULTIFAMILY LOT #	ADDRESS	
10-A1	3853 S RED VALLEY CIRCLE	#10-A1
10-A2	3853 S RED VALLEY CIRCLE	#10-A2
10-A3	3853 S RED VALLEY CIRCLE	#10-A3
10-A4	3853 S RED VALLEY CIRCLE	#10-A4
10-A5	3853 S RED VALLEY CIRCLE	#10-A5
10-A6	3853 S RED VALLEY CIRCLE	#10-A6
10-A7	3853 S RED VALLEY CIRCLE	#10-A7
10-A8	3853 S RED VALLEY CIRCLE	#10-A8

MULTIFAMILY LOT #	ADDRESS	
11-A1	3853 S RED VALLEY CIRCLE	#11-A1
11-A2	3853 S RED VALLEY CIRCLE	#11-A2
11-A3	3853 S RED VALLEY CIRCLE	#11-A3
11-A4	3853 S RED VALLEY CIRCLE	#11-A4
11-A5	3853 S RED VALLEY CIRCLE	#11-A5
11-A6	3853 S RED VALLEY CIRCLE	#11-A6
11-A7	3853 S RED VALLEY CIRCLE	#11-A7
11-A8	3853 S RED VALLEY CIRCLE	#11-A8

DEVELOPMENT STIPULATIONS

PRIMARY USES		RESIDENTIAL
ACCESSORY USES		NORMAL AND CUSTOMARY
GROSS ACREAGE		1.64 ACRES
PROPOSED # UNITS		16 MULTI-FAMILY UNITS 0.60 AC (36.59%)
MINIMUM LOT SIZE	CORNER UNIT INTERIOR UNIT	1,556 SF (1,500 SF FOOTPRINT) 1,552 SF (1,314 SF FOOTPRINT)
MINIMUM SETBACKS FOR MULTI-FAMILY LOTS	FRONT SIDE REAR	0 FEET 0 FEET 0 FEET
COMMON AREA OPEN SPACE		0.13 AC DEVELOPED (7.93%) 0.58 AC UNDEVELOPED (35.37%)
COMMON FACILITIES		DEVELOPED COMMON AREA (PRIVATE STREETS, DRIVEWAYS, PATIOS), UNDEVELOPED OPEN SPACE
BUILDING HEIGHT		28 FEET (2 STORY)
PARKING		2 PER UNIT (ATTACHED GARAGE) 8 GUEST SPACES 40 TOTAL SPACES

NOTE: ALL DEVELOPMENT IN THIS PUD IS SUBJECT TO THE STANDARD DENSITY AND DIMENSIONAL STANDARDS OF LAND USE CODE, WHICH IS APPLICABLE TO DEVELOPMENT IN THE RMF DISTRICT, EXCEPT AS SPECIFICALLY MODIFIED ABOVE.

REFERENCES

R-1 QUIT CLAIM DEED FROM CHARLES C. HENDERSON TO HENDERSON PROPERTIES, LLC. IN BOOK 0619, PAGE 141 AS RECORDED ON JANUARY 28, 2004.

R-2 SURVEY RECORDED IN BOOK 0505, PAGE 429, 430 ON JUNE 20, 1997.

R-3 RIM VILLAGE VISTAS SUBDIVISION, PHASES 1 & 2 RECORDED IN BOOK 641, PAGES 190-194 ON MARCH 4, 2005.

R-4 RIM VILLAGE VISTAS SUBDIVISION PHASE 3 RECORDED

STANDARD NOTES

THE OWNER(S), DEVELOPER(S) AND/OR THE SUBDIVIDER(S) OF THE SUBDIVISION KNOWN AS RIM VILLAGE VISTAS, THEIR RESPECTIVE SUCCESSORS, HEIRS, AND/OR ASSIGNS AGREE TO THE FOLLOWING NOTES:

1. THE HOME OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES AND PARKING AREAS. REQUIREMENTS INCLUDE, BUT ARE NOT LIMITED TO, MAINTAINING THE SPECIFIED DETENTION/RETENTION PONDS, THE OUTLET STRUCTURE, FLOW RESTRICTION DEVICES AND FACILITIES NEEDED TO CONVEY THE FLOWS. GRAND COUNTY SHALL HAVE THE RIGHT TO ENTER THE PROPERTY AND INSPECT THESE FACILITIES. IF THE FACILITIES ARE NOT PROPERLY MAINTAINED, THE COUNTY MAY PROVIDE THE NECESSARY MAINTENANCE AND ASSESS THE COSTS TO THE OWNER OF THE PROPERTY.
2. THE RIM VILLAGE VISTAS HOMEOWNERS ASSOCIATION OR AN ORGANIZATION OTHER THAN GRAND COUNTY SHALL HAVE LEGAL OWNERSHIP OF THE COMMON OPEN SPACE AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON OPEN SPACE.
3. EMERGENCY ACCESS IS GRANTED HEREWTH OVER AND ACROSS ALL ROADS, DRIVEWAYS AND PARKING AREAS FOR ALL OFFICIAL EMERGENCY VEHICLES.
4. CERTAIN COVENANTS AND RESTRICTIONS FOR THIS PROPERTY WILL BE FILED IN THE OFFICE OF THE GRAND COUNTY RECORDS. IT IS HEREBY ACKNOWLEDGED THAT THE COUNTY HAS NO RESPONSIBILITY FOR ENFORCEMENT OF SAME. FURTHERMORE, ANY OF SAID COVENANTS AND RESTRICTIONS THAT WOULD HAVE THE EFFECT OF CREATING A LESS RESTRICTIVE DEVELOPMENT STANDARD THAN THOSE INCLUDED ON THIS PLAN OR OTHER COUNTY LAND USE REGULATION IS NULL AND VOID.
5. A HOMEOWNERS' ASSOCIATION OR OTHER ENTITY WITH ASSESSMENT AUTHORITY SHALL BE ESTABLISHED THAT WILL BE RESPONSIBLE FOR THE PERPETUAL MAINTENANCE OF ALL COMMON ELEMENTS, WHICH WILL INCLUDE THE DRIVEWAYS TO EACH UNIT. DOCUMENTS CREATING THE HOMEOWNERS' ASSOCIATION SHALL PROVIDE THAT THOSE PORTIONS OF SUCH DOCUMENTS PERTAINING TO MAINTENANCE OF COMMON ELEMENTS MAY NOT BE AMENDED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE COUNTY COUNCIL.
6. MAINTAIN A TEN (10) FOOT BUILDING SETBACK FROM ALL PLAT BOUNDARY LINES.
7. TITLE REPORT FROM SOUTHEASTERN UTAH TITLE CO., ORDER NO. 58,851-G, EFFECTIVE DATE OCTOBER 26, 2015.
8. SUBJECT TO RIGHT, TITLE OR INTERESTS OF ANY KIND, TOGETHER WITH ANY ASSOCIATED RIGHTS TO MINE OR REMOVE SAID MINERALS, TITLE COMPANY DOES NOT PURPORT TO DISCLOSE DOCUMENTS OF RECORD PERTAINING TO THE ABOVE REFERENCED RIGHTS.
9. ANY CLAIM, RIGHT, TITLE OR INTEREST UNDER THE RESERVATION BY THE STATE OF UTAH OF COAL AND OTHER MINERAL DEPOSITS AS DISCLOSED IN THE PATENT NO. 20110, RECORDED MARCH 25, 2008 IN BOOK 723 AT PAGE 424 AS ENTRY NO. 485001. THE TITLE COMPANY HAS NOT VERIFIED THE VESTED CURRENT OWNER OF THIS SEVERED INTEREST. A RESERVATION OF LEASE AS DISCLOSED IN THE PATENT RECORDED MARCH 25, 2008 IN BK 723 AT PG 424, AS ENTRY NO. 485001.
10. SUBJECT TO AN EASEMENT RESERVATION, ANY EXISTING RIGHTS OF WAY, INTEREST, RESERVATION OR EXCEPTION APPEARING OF RECORD AS DISCLOSED IN PATENT NO. 20110 RECORDED MARCH 25, 2008 IN BOOK 723 AT PAGE 424 AS ENTRY NO. 485001.
11. SUBJECT TO ALL RIGHTS OF WAY FOR DITCHES, TUNNELS, AND TELEPHONE AND TRANSMISSION LINES THAT HAVE BEEN OR MAY BE CONSTRUCTED BY THE UNITED STATES AS PROVIDED BY STATUTE, AN AS DISCLOSED IN PATENT NO. 20110 RESOCED MARCH 24, 2008 IN BOOK 723 AT PAGE 424 AS ENTRY NO. 485001.
12. AN EASEMENT ACROSS THE COMMON AREAS AND OPEN SPACES DEDICATED HEREON FOR UTILITIES.

30 15 0 30 60

DATE 03/08/2016	BY bkb	REVISION 01	DATE 11/20/2015	DRAWN KA	
DATE 06/07/2016	BY bkb	REVISION 02		CHECKED BB	
DATE 06/16/2016	BY bkb	REVISION 03	SCALE 1" = 30'	APPROVED WFB	

LEGAL DESCRIPTIONS

PHASE 5
A PARCEL OF LAND LYING WITHIN THE NORTH HALF OF SECTION TWENTY-SEVEN (27), TOWNSHIP TWENTY-SIX (26) SOUTH, RANGE TWENTY-TWO (22) EAST, S.L.M., GRAND COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT FOUND #5 1 1/4" CAP RED PLASTIC ILLEGIBLE AND BEING THE NORTHWEST CORNER OF RIM VILLAGE VISTAS SUBDIVISION PHASE 2, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK, GRAND COUNTY, MARCH 16, 2007 IN BOOK 691, PAGE 279, AS ENTRY NO. 476615, WHENCE, A SPIKE IN A FENCEPOST ACCEPTED AS THE NORTH QUARTER CORNER OF SAID SECTION 27 BEARS NORTH 00°03'09" EAST, 1127.59 FEET;

THENCE SOUTH 00°03'09" WEST, 201.25 FEET THE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY LINE OF RIM VILLAGE VISTAS PHASE 3, SOUTH 00°03'09" WEST, 394.48 FEET TO A RECOVERED #5 REBAR WITH 2" ALUMINUM CAP MARKED 190107-2201 ON THE NORHTERLY LINE OF RIM VILLAGE VISTAS PHASE 4;

THENCE, SOUTH 59°19'00" WEST, 67.70 FEET;
THENCE, NORTH 45°30'53" WEST, 235.59 FEET;
THENCE, NORTH 14°30'53" WEST, 18.65 FEET;
THENCE, 134.99 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 154°41'19", WITH A CHORD BEARING NORTH 16°28'53" EAST, A DISTANCE OF 97.57" FEET;
THENCE, NORTH 33°55'37" EAST, 28.34 FEET;
THENCE, 50.94 FEET ALONG THE ARC OF A 97.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 30°05'28", WITH A CHORD BEARING NORTH 15°30'16" EAST, A DISTANCE OF 50.36' FEET;
THENCE, NORTH 00°27'32" EAST, 80.53 FEET;
THENCE, SOUTH 89°54'50" EAST, 137.72 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 1.64 ACRES, MORE OR LESS.

APPROVAL CERTIFICATION:

CERTIFICATION OF APPROVAL BY THE PLANNING COMMISSION AND COUNTY COUNCIL, IN THE FOLLOWING FORM, SHALL BE PLACED ON THE FINAL PLAT.
APPROVED THIS _____ DAY OF _____, 20__, BY THE GRAND COUNTY COUNCIL

CHAIRMAN SIGNATURE COUNTY RECORDER SIGNATURE

BASIS OF BEARINGS

BEARINGS ARE BASED ON A LINE BETWEEN BLM BRASS CAPS MONUMENTING THE NE CORNER AND THE NW CORNER OF SAID SECTION 27 (BEARING FROM VALLEY CONTROL = N89°56'01"W)

KNOW ALL MEN BY THESE PRESENTS:

THAT I, WILLIAM F. BREWSTER, DO HEREBY CERTIFY THAT I AM A REGISTERED UTAH LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 190107 AS PRESCRIBED UNDER 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, THIS PLAT AND DESCRIBED BELOW, AND THAT I HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS RIM VILLAGE VISTAS SUBDIVISION PHASE 5 AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

PRELIMINARY FOR REVIEW

DATE WILLIAM F. BREWSTER

OWNERS & MORTGAGEE'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT _____, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS THE

RIM VILLAGE VISTAS SUBDIVISION PHASE 5

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND AND ALL UTILITY EASEMENTS AS INTENDED FOR PUBLIC USE. ALL COMMON AREA AND OPEN SPACE, IMPROVED AND UNIMPROVED, IS RESERVED AS AN EASEMENT FOR INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES TO SERVICE RIM VILLAGE VISTAS SUBDIVISION.

IN WITNESS WHEREOF, I, _____ HAVE HEREUNTO SET MY HAND THIS ____ DAY OF _____, A.D., 2016.

MANAGER, RIM VILLAGE III, LLC

ACKNOWLEDGMENT

STATE OF UTAH)
) S.S.
COUNTY OF GRAND)

ON THE ____ DAY OF _____ A.D., 2016 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____ IN SAID STATE OF UTAH, THE SIGNER(S) OF THE ABOVE OWNERS DEDICATION, ____ IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT _____ SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC
RESIDING IN _____ COUNTY

LEGEND

- FOUND SECTION MONUMENT AS NOTED
- SET 5/8" REBAR 2" ALUMINUM CAP MARKED 190107 - 2201 OR AS NOTED
- FOUND MONUMENT AS NOTED

COUNTY RECORDER NO. _____

STATE OF UTAH, COUNTY OF GRAND, RECORDED AT THE REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____ FEE _____
ATTEST: _____ _____
COUNTY RECORDER

COUNTY ENGINEER APPROVAL

APPROVED THIS _____ DAY OF _____, 2016.

COUNTY ENGINEER

SMA Civil / Environmental Scientists & Engineers
SOUDER, MILLER & ASSOCIATES, 11 N. MAIN STREET
MOAB, UTAH, 84532 TELE: 970-243-6067
Albuquerque - Las Cruces - Santa Fe, NM
Cortez, CO - Farmington, NM

PLAT SHEET 1 OF 1

P:\8-Moab\rim village\651487\651503\dwg\651503PH4-SUB-FINAL.dwg 1/24/2008 4:53:13 PM MST

2162 West Grove Parkway
Suite #400
Pleasant Grove, Utah 84062
www.horrocks.com

HORROCKS ENGINEERS

Tel: 801.763.5100
Salt Lake line: 532.1545
Fax: 801.763.5101
In state toll free: 800.662.1644

May 27, 2016

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

Subject: Rim Village Phase 5 – Plan Review

Dear Mary:

I have reviewed the submitted documents for Rim Village Vistas Phase 5. The drainage report for the project was submitted for Phases 3 and 7 and has been previously accepted. The following items need to be addressed.

1. Accessible pedestrian ramps are required at the intersection of Village Drive and Red Valley Circle. Call out and show on plans. To be constructed in conformance with Grand County Standards and all applicable ADA rules.
2. Guardrail and end treatments on wash crossing. Call out end treatment types (UDOT Type G preferred). Cannot determine if layout meets the UDOT design standards. Please provide a length of need calculation and note on plans where guard rail begins. Note guard rail lengths are in 12.5' increments. Please note approach length with slopes of 10:1 or flatter are required and recovery zone requirements. Evaluate use of end treatments on trailing edges.
3. Wheelchair passing zone(s) required on sidewalks per ADA Standards. See UDOT Std. Dwg. GW-11 for guidance.
4. Detention Pond #7 will need to be constructed this phase. Provide drainage swells for runoff water into the pond.
5. A valley gutter will be required across Red Valley Circle.
6. Curb and Gutter required on US-191 side of Village Drive.

This review was for the drainage and roadway portions of this phase and does not include a review of any other code requirement as they were not part of the information submitted. Approval of water and sewer systems will need to be received by GWSSA.

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

Sincerely,
HORROCKS ENGINEERS

David Dillman, P.E.
Principal
cc: file

Grand Water & Sewer Service Agency

3025 E Spanish Trail Rd ♦ PO Box 1046 ♦ Moab, Utah 84532
435-259-8121 ♦ 435-259-8122 fax

AGENCY MANAGER
Mark Sovine

OPERATING COMMITTEE
Dan Pyatt (President)
Gary Wilson (V President)
Brian Backus
Mike Holyoak
Tom Stengel
Rex Tanner
Dale Weiss

FORMING BOARDS:

SVW&SID
Gary Wilson (Ch.)
Tom Stengel (V Ch.)
Leon Behunin (Treas.)
Mike Holyoak (Clerk)
Dale Weiss

GCWCD
Dan Pyatt (Ch.)
Jerry McNeely (V.Ch)
Brian Backus
Preston Paxman
Rex Tanner

GCSSWD
Gary Wilson (Ch.)
Kyle Bailey
Mike Holyoak
Lynn Jackson
Tom Stengel

MEMORANDUM

TO: Mary Hofhine

FROM: Mark Sovine

SUBJECT: Rim Village Phase 5

DATE: 10/23/15

CC:

Mary,

There is sufficient water and sewer capacity for two 8-unit buildings in Phase 5 of Rim Village Vistas. Plans have been sent to the GWSSA Engineer for final review.

Per Utah Division of Drinking Water Rule 309-500-6 (1); All drinking water system improvements require approval by the State's District Engineer. Plans will be sent to the District Engineer including any changes following GWSSA Engineer review.

Any required easements will be addressed in the final review and forwarded to you.

Please let me know if you require any additional information to keep the process going for them.

Mark Sovine

Mark Sovine

Manager
Grand Water and Sewer Service Agency

Questar Gas Company
2460 South Highway 191
P.O. Box 670
Moab, UT 84532

Moab Office

October 19, 2015

Henderson Builders
3121 S Hwy 191
Moab, Ut 84532

RE: Availability of Gas to Phase V Rim Village

Mr. Henderson

Natural gas can be made available to serve your development when the following requirements are met:

1. Developer provides plat maps, drawings, construction schedules, average home size, units, and/or buildings that will be served by natural gas, and any and all other relevant information regarding commercial and residential uses, including but not limited to, proposed appliances and number of appliances per unit, home or building. We need total BTU's, as well.

2. Review and analysis by Questar Gas' Engineering and/or Preconstruction department to determine load requirements, system reinforcement requirements and estimated costs to bring the gas to the development.

Upon completion of Questar Gas' review of your natural gas requirements, necessary agreements will be prepared for high pressure, intermediate high pressure and/or service line extensions required to serve your development. These service extensions must be paid in advance, but may qualify for credits or refunds as provided in Questar Gas' tariff.

To accommodate your construction schedule and provide the necessary agreements, please contact us as soon as your plans are finalized.

If you have other questions, please call.

Sincerely

Monica Skowbo

Monica Skowbo
Pre Construction Representative
Questar Gas
435-719-2491

ROCKY MOUNTAIN POWER
A DIVISION OF PACIFICORP

320 N. 100 W.
Moab, Utah 84532

Moab City Planning & Zoning
Grand County Planning & Zoning
Attn; whom it may concern

Jan25, 2016
Request #6132359

Based on the request from "**Chuck Henderson**", Rocky Mountain Power is providing a letter stating our intent to provide permanent or temporary electrical service. We will need a copy of proposed site plan (**I have reviewed the preliminary site plan @ this time & RMP will supply power when customer is ready to proceed**) to know if all right of ways and or easements will work, before power can be served to customer. Customer to record all utility easement where new power lines will be located, or are already located, to feed existing & new locations. This is needed to know if all right of ways and or easements will work, before power can be served at "**WEST OF 3764 PRICKLY PEAR CIR**" Moab, Utah. It is our intent to serve this new site called, The "**RIM VILLAGE VISTAS, Phase V**" with electrical power. ***Before providing power, all existing power lines are to be located at developer's expense and be recorded on final site plan, with noted 10' to 30' utility easements.*** Preliminary utilities have been reviewed and are approved.

In the process of providing power to this project, any line extensions required will be done in accordance with our current regulations and line extension policy.

As part of the line extension policy the customer will be required to provide all advance payments for line extensions, easements and approved plats for this development prior to lines being installed.

If you have any questions or concerns please e-mail or call @ 259-3232 or 259-3210

Sincerely,

Gary Lawley

Gary Lawley
Estimator, Moab Office

DRAFT

GRAND COUNTY, UTAH
ORDINANCE NO. _____, SERIES 2016

APPROVING RIM VILLAGE VISTAS PUD PHASE V PRELIMINARY PLAT

WHEREAS, Rim Village III, LLC, Chuck Henderson President (hereinafter referred to as "Applicant"), submitted an application for the Rim Village Vistas PUD, Phase IV Preliminary Plat, more specifically described as the following real property located in Grand County, Utah, and more specifically described as the follows:

A parcel of land lying within the North half of Section Twenty-seven (27), Township Twenty-six (26) South, Range Twenty- two (22) East, SLM. Grand County Utah, described as follows:

Beginning at found #5 1 ¼" cap red plastic illegible and being the Northwest corner of Rim Village Vistas Subdivision Phase 2, filed for record in the of County Clerk, Grand County, March 16, 2007 in Book 691, Page 279, as entry No. 476615, whence, a spike in a fencepost accepted as the North quarter corner of said Section 27 bears North 00°03'09" East, 1127.59 feet;

Thence South 00°03'09" West, 201.25 feet the point of beginning;

Thence along the westerly line of Rim Village vistas Phase 3, South 00°03'09" West, 394.48 feet to a recovered #5 rebar with 2" Aluminum cap marked 190107-2201 on the northerly line of Rim Village Vistas Phase 4:

Thence, North 81°53'19" West, 72.32 feet; Thence, North 55°44'35" West, 141.88 feet; Thence, North 24°05'34" West, 21.09 feet; Thence North 13°36'46" East, 116.17 feet; Thence, north 06°58' 48" West 44.50 feet; Thence, North 00°03'09" East, 128.34 feet; Thence, south 89°54'50" East, 175.79 feet to the True point of beginning: Containing 1.50 acres, more or less.

WHEREAS, the Grand County General Plan (General Plan) was adopted by the Grand County Council on April 6, 2004, with Resolution #2654 and updated February 7, 2012, with Resolution #2976;

WHEREAS, the Grand County Land Use Code (LUC) was adopted by the Grand County Council on January 4, 1999 with Ordinance No. 299 and amended February 19, 2008 with Ordinance 468 with additional amendments to date, for the purpose of regulating land use, subdivision and development in Grand County in accordance with the General Plan;

WHEREAS, Rim Village Vistas PUD Master Plan approved in 2006, includes 21.72 acres of real property with a split zone of MFR, Multi-family Residential and RR, Rural Residential with a PUD overlay and provided for up to 196 mixed use units, all as described in the approved PUD master plan and more specifically described in the Grand County Land Use Code, which shall control development with this PUD as follows;

Zone Districts	Acres	Requested Units
MFR-20	9.25	184
RR	12.47	12
TOTAL	**21.72**	**196**

WHEREAS, the Applicant submitted an application to develop the subject property as Phase V of Rim Village Vistas PUD, Preliminary Plat as approved in the Rim Vistas PUD Master Plan, with the proposed use of 16 multi-family units each on a footprint lot, as follows;

PUD Development Stipulations Table		
Primary Uses		Multi-family Residential
Accessory Uses		Normal and Customary
Gross Acreage		1.5 acres
Proposed # of units		16 multi-family units
Minimum Lot Size	Corner unit Interior unit	1556 SF (1500 sf footprint) 1552 SF (1314 sf footprint)

Minimum Setbacks	Front	0 feet
	Side	0 feet
	Rear	0 feet
Common Area Open space		0.13 acres developed (9.05%)
Open Space		0.42acres undeveloped (28.00%)
Building Height		*28 feet*
Off-street Parking		*1 per Dwelling Unit (attached garage) 32 spaces* *4 guest spaces* *40 total spaces*

WHEREAS, the Grand County Planning Commission reviewed Rim Village Vistas PUD, Phase V, Preliminary Plat at a public hearing on June 22, 2016, and recommended approval;

WHEREAS, the applicants provided approval letters from GWSSA, Moab Valley Fire Department, and the County Engineer has reviewed the preliminary infrastructure plans and found the preliminary plat acceptable;

WHEREAS, due notice was given that the County Council would meet to hear and consider the proposed Planned Unit Development Preliminary Plat in a public hearing on July 19, 2016; and

WHEREAS, the County Council has considered all evidence and testimony presented with respect to the subject application.

NOW, THEREFORE, BE IT ORDAINED that Grand County Council does hereby approve Rim Village Vistas PUD, Phase V Preliminary Plat (attached as Exhibit A):

APPROVED by the Grand County Council in open session this _____ day of _____, 2016 by the following vote:

Those voting aye: _____

Those voting nay: _____

Those absent: _____

ATTEST:

_____
Diana Carroll, Clerk\Auditor

GRAND COUNTY COUNCIL

_____
Elizabeth Tubbs, Chairman

DRAFT