



# GRAND COUNTY COUNCIL REGULAR MEETING

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

## AGENDA

Tuesday, September 6, 2016

4:00 p.m.

- Call to Order**
- Pledge of Allegiance**
- Approval of Minutes** (Diana Carroll, Clerk/Auditor)
  - A. August 16, 2016 (County Council Meeting)
  - B. August 30, 2016 (County Council Special Meeting: EMS Assessment Report)
- Ratification of Payment of Bills**
- Elected Official Reports**
- Council Administrator Report**
- Department Reports**
  - C. 2015 Emergency Medical Services (EMS) Report (Andy Smith, Director)
- Agency Reports**
- Citizens to Be Heard**
- Presentations**
  - D. Introduction of Roxanne Bierman, Executive Director of Canyonlands Natural History Association (CNHA) (Elaine Gizler, Travel Council Executive Director)
  - E. Separate presentations on ongoing financial needs and obligations of Special Service Districts in Grand County and of the Grand County School District for purposes of later determining mineral lease and state PILT allocations
    - Representatives from:
      1. Grand County School District
      2. Canyonlands Health Care Special Service District
      3. Grand County Transportation Special Service District
      4. Grand County Recreation Special Service District No. 1
- Discussion Items**
  - F. Calendar items and public notices (Bryony Chamberlain, Council Office Coordinator)
- General Business- Action Items- Discussion and Consideration of:**
  - G. Approving proposed arguments supporting the health care facilities sales and use tax ballot proposition for the November General Election, such arguments to be included in the Voter Information Pamphlet (Chairwoman Tubbs)
  - H. Approving proposed purchase of new Ford truck for the Sand Flats Recreation Area (SFRA) (Andrea Brand, SFRA Director)
  - I. Approving proposed project list to be submitted to the Grand County Transportation Special Service District for consideration of project funding for 2017 (Bill Jackson, Roads Supervisor)
  - J. Ratifying the Chair's signature on a Federal Grant Application for expansion of the scope of the Environmental Assessment for the multi-phase runway upgrade at Canyonlands Field Airport (Judd Hill, Airport Manager)

- ❑ **Consent Agenda- Action Items**
  - K. Approving proposed Utah Department of Transportation (UDOT)– Aeronautics “Purchase Aircraft Operations Counter” Grant Agreement at Canyonlands Field
  - L. Approving proposed Amendment No. 1 to the Moab Information Center Sublease Agreement dated January 2, 2013, to correct the five-year term-ending date from December 31, 2018 to December 31, 2017
  - M. Approving proposed amendment to the Memorandum of Understanding (MOU) between Grand County and the Housing Authority of Southeastern Utah (HASU) to reduce reporting to twice per year
  - N. Ratifying the Chair’s signature on a letter of support for the Intergenerational Poverty Initiative Community Planning Grant Application
  - O. Ratifying the Chair’s signature on the amended Arroyo Crossing Development Agreement
- ❑ **Public Hearings- Possible Action Items** (none)
- ❑ **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.**

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**SEPTEMBER 6, 2016**

Agenda Item: C

<b>TITLE:</b>	2015 Emergency Medical Services (EMS) Report
<b>FISCAL IMPACT:</b>	NA
<b>PRESENTER(S):</b>	Andy Smith, EMS Director

**Prepared By:**

Bryony Chamberlain  
Council Office  
Coordinator  
(435) 259-1346

**BACKGROUND:**

2015 Emergency Medical Services (EMS) Report

**ATTACHMENT(S):**

1. PowerPoint Presentation – To be provided

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**SEPTEMBER 6, 2016**

Agenda Item: E

<b>TITLE:</b>	Separate Presentations on Ongoing Financial Needs and Obligations of Special Service Districts in Grand County and of the Grand County School District for Purposes of Later Determining Mineral Lease, State PILT, and Mineral Bonus Allocations
<b>FISCAL IMPACT:</b>	None
<b>PRESENTER(S):</b>	Representatives from the Health Care, Transportation, and Recreation Special Service Districts as well as the School District

**Prepared By:**

Ruth Dillon  
Council Administrator

**FOR OFFICE USE ONLY:**

**Attorney Review:**

None requested

**BACKGROUND:**

Separate presentations on ongoing financial needs and obligations will be made by representatives from the: Health Care, Transportation, and Recreation Special Service Districts as well as the School District. The Solid Waste Management District, eligible for Transient Room Tax Funding, will present on September 20<sup>th</sup>.

District Board representatives have been asked to provide, in the presence of the other Districts, the following types of data in addition to information on 2017 projects and financial needs:

- Annual revenue (last 4 quarters)
- Annual debt obligations (last 4 quarters)
- Fund balance (current)
- 2017 request

At an approaching Council meeting, the Council will have the opportunity to determine allocations of Mineral Lease Account Funds (UDOT-appropriated and Department of Workforce Services-appropriated) as well as PILT (Payment in Lieu of Taxes) funds. For reference, DWS-appropriated mineral lease funds have erroneously been referred to Mineral Bonus Account funds in the past.

The school district is eligible for PILT only.

**ATTACHMENT(S):**

1. School District: \_\_\_\_\_
2. Health Care District: \_\_\_\_\_
3. Transportation District: \_\_\_\_\_
4. Recreation District: \_\_\_\_\_

**GRAND COUNTY SCHOOL DISTRICT**  
"CLIMBING TO NEW HEIGHTS"

Dr. Scott L. Crane, Superintendent  
Robert Farnsworth, Business Administrator  
Beth Joseph, Board President  
Jim Webster, Board Vice President  
Britnie Ellis, Board Member  
Melissa Byrd, Board Member  
Peggy Nissen, Board Member

August 30, 2016

Grand County Council  
125 East Center Street  
Moab, UT 84532

Dear County Council,

On behalf of the Grand County School District I would like to thank the Council for their support of our Grand County School District Students. Your allocation of State Payment in Lieu of Taxes (PILT) funds each year allows the district to purchase classroom materials, recruit highly qualified staff and support our class size reduction efforts.

PILT funds were originally created by the legislature to increase education funding in counties with a high percentage of nontaxable government land. At its inception the County and the School District split the funds between the schools and special service districts.

We appreciate the County Council's support of Grand County Education and hope that as you balance your many funding requests that you would continue that support by granting the School District 50% of PILT Funds.

Thank you,



Dr. Scott L. Crane  
Grand County School District Superintendent

Enclosure  
History of State Payment in Lieu of Taxes (PILT) funding

# History of State Payment in Lieu of Taxes (PILT) Funding

When State PILT money first became a possible source of funding for education, the Grand Education Association (GEA) and the Board of Education negotiated with the County Government to appropriate as much PILT as possible for education.

In order to help understand the intent of the bill, legislators who sponsored the bill, including David Adams from Blanding were contacted. The intent of legislators was to increase funding, primarily to education, in those counties with a high percentage of nontaxable government land. However, when the legislature passed the bill, they didn't write that language into the bill. The reason they gave was that if the bill was tied solely to education it would have had a lesser chance of passing. They did specify, however, in Section 65B-1-2 (6) that "Each county receiving money under Subsection (2) (g) shall give the money to a school district or other special purpose governmental entity within the county."

At the inception of these funds, the County Commission chose to set up a special recreation district. The PILT money was then divided between the recreation district and the school district. Since the school district received 51.8% of the taxes collected in the county, it was decided to allot them 52% and the recreation district 48% of the PILT money.

The following chart shows the amount of PILT money and percentage received since the inception of this program.

History of State PILT

School Year	Amount Received	Percentage
89-90	\$11,856.52	52.00%
90-91	\$29,637.90	52.00%
91-92	\$59,245.53	52.00%
92-93	\$21,768.79	52.00%
93-94	\$102,692.20	52.00%
94-95	\$102,649.56	52.00%
95-96	\$105,115.00	52.00%
FY 2007	\$129,220.52	52.00%
FY 2008	\$133,073.20	52.00%
FY 2009	\$135,990.92	52.00%
FY 2010	\$81,170.40	30.00%
FY 2011	\$81,336.00	30.00%
FY 2012	\$82,496.40	30.00%
FY 2013	\$84,604.80	30.00%
FY 2014	\$86,677.20	30.00%

FY 2015	\$143,020.00	50.00%
FY 2016	\$143,473.50	50.00%

The PILT funds are part of the District M&O revenue and are used for teacher salaries, textbooks, supplies and other M&O expenses.

To: Grand County Council

From: Board of Directors, Canyonlands Health Care Special Service District

Date: August 31, 2016

Re: Mineral Lease Revenue Allocation for 2017

Canyonlands Health Care Special Service District (the "District") hereby requests a continuation of the present 2/3 allocation of Mineral Lease revenue ("ML revenue") for calendar year 2017. The District received \$1,054,000 of ML Revenue in 2015 and estimates it will receive between \$250,000 and \$300,000 in 2016. Following is a brief review of significant events relating to the District and the Canyonlands Care Center (the "Center") since July 2015, and a summary of the District's financial status and future funding needs.

The most significant development for the Center since last July was hiring Kim Macfarlane to replace Barbara Grossman as Administrator. Under Barbara's and Kim's leadership, the Center successfully reversed the disappointing results of the 2014 State recertification survey while maintaining high occupancy (100% at present) and the Center's friendly and caring atmosphere. Kim was hired as Administrator in March (after several months as interim Administrator by Moab Valley Healthcare, Inc. under our existing services agreement. Kim orchestrated a zero deficiency state survey last month confirming our view that the Center is one of the finest long-term care facilities in the country.

Assuming the proposed sales tax is approved by the voters in November, the District expenses relating to the Care Center will be funded in 2017 with the sales tax proceeds allocated by the County Council to the District. Those estimated expenses for 2017 include bond debt service (\$370,000), seed payments for the Medicaid Upper Payment Limit (UPL) program (between \$260,000 and \$300,000) and the Center's operating shortfall and capital costs (between \$200,000 and \$300,000.) 2017 ML revenue will be used to fund the District's expenses (e.g., office, legal and audit) that don't relate to the Care Center (estimated \$30,000) and the seed payment to the State relating to the Medicaid Disproportionate Share (DSH) program for Moab Regional Hospital (estimate is \$275,000 in 2017 based on \$334,000 in 2015 and an estimated \$275,000 in 2016.)

The DSH program reflects federal and state acknowledgment that standard Medicaid payments are inadequate for providers such as Moab Regional Hospital which treat a higher than average percentage of Medicaid and uninsured patients. This program provides supplemental Medicaid payments but requires matching seed money (approximately 1/3) from local governments or from private donations. The supplemental Medicaid payments under the DSH program are essential to the financial stability of the Hospital as they represent more than 2/3 of the Hospital's

operating income over the last seven years.) The District has determined that providing those seed funds is necessary to ensure that the residents of Grand County and our visitors have access to emergency and acute care services. It is also important to note that the DSH seed payments are significantly less than the uncompensated care the Hospital provides to Grand County residents; DSH seed payments of \$334,000 in 2015 compare to more than \$3 million in uncompensated care to Grand County residents.

If the proposed Sales Tax is not approved, the District will immediately approach the County Council and City Council to give the community a final opportunity to find a reliable funding source. If a reliable funding source is not quickly identified, the District will have to proceed with the closure of the Center in a responsible manner giving as much notice as possible to residents and employees.

If the proposed Sales Tax is not approved, ML revenue will still be needed in 2017 and thereafter to fund District operations, bond debt service and DSH seed payments. However, it appears very unlikely a continued 2/3 allocation of ML revenue would be sufficient to fund those costs (estimated at over \$600,000 in 2017) and the community will be faced with finding additional revenues to pay bond debt service and to fund future DSH seed payments.

Information specifically requested by the Council:

1. Annual revenue from July 1, 2015 through June 30, 2016 consisted of \$\_\_\_\_\_ in ML revenue and \$2,965,000 in Center patient revenue;
2. Annual debt obligations (July 1, 2015 through June 30, 2016) were \$369,000 and the District has \$3,361,000 debt outstanding at June 30, 2016; and
3. Fund Balance as of July 31, 2016 was approximately \$600,000 (does not include bond reserves and accrued debt service of approximately \$860,000 or Center working capital of approximately \$150,000).

The District's 2015 audit is on file with the County Clerk. The District would be pleased to provide you with any additional information to assist in making the 2017 ML revenue allocation. Please contact Vere Dickerson, Board Chair at 259-0906 or Doug Fix, Board Vice -Chair at 259-8903.



UDOT PIN	Project Number	Location	Concept	Project Manager	Amount Requested	Amount Obligated	Date Obligated	Status	Amount Deobligated	Date Deobligated	Date Paid	Date Work Completed	Date Inspected (Initials)	Comments																																																																														
<b>Paved Path Maintenance Project(ongoing)</b>																																																																																												
		Carry over from 2013				\$ 42,040.73								Carry over from 2013																																																																														
		North Corridor paved pathways	Maintain paved pathways	County Administrator	\$ 23,500.00	\$ 23,500.00	12/8/15	Active						Money obligated after de-obligating it from the North Moab Recreation Paved Path fund.																																																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10">Partial Payments Made To:</td> <td>Amount</td> <td>Date</td> <td>For</td> </tr> <tr> <td colspan="10">Grand County Rd Dept-Project Invoice 194</td> <td>\$ 1,779.67</td> <td>3/11/2014</td> <td>Trail/Hub Maintenance</td> </tr> <tr> <td colspan="10">Grand County Rd Dept-Project Invoice 316</td> <td>\$ 2,036.99</td> <td>9/9/2014</td> <td>Trail/Hub Maintenance</td> </tr> <tr> <td colspan="10">Grand County Rd Dept-Project Invoice 256</td> <td>\$ 363.34</td> <td>6/9/2015</td> <td>Trail/Hub Maintenance Check #288</td> </tr> <tr> <td colspan="10">Grand County Rd Dept-Project Invoice 480</td> <td>\$ 5,219.29</td> <td>7/14/2015</td> <td>Trail/Hub Maintenance Check #295</td> </tr> <tr> <td colspan="10" style="text-align: right;">Total Paid--&gt;</td> <td>\$ 9,399.29</td> <td>Amount remaining--&gt;</td> <td>\$ 56,141.44</td> </tr> </table>															Partial Payments Made To:										Amount	Date	For	Grand County Rd Dept-Project Invoice 194										\$ 1,779.67	3/11/2014	Trail/Hub Maintenance	Grand County Rd Dept-Project Invoice 316										\$ 2,036.99	9/9/2014	Trail/Hub Maintenance	Grand County Rd Dept-Project Invoice 256										\$ 363.34	6/9/2015	Trail/Hub Maintenance Check #288	Grand County Rd Dept-Project Invoice 480										\$ 5,219.29	7/14/2015	Trail/Hub Maintenance Check #295	Total Paid-->										\$ 9,399.29	Amount remaining-->	\$ 56,141.44
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<b>Spanish Valley Road Re-Hab Project</b>																																																																																												
N/A	3-14	Rehab	Overlayment	Road Supervisor	\$ 40,000.00	\$ 40,000.00	5/13/14	Active																																																																																				
N/A	10-14	Rehab	Overlayment	Road Supervisor	\$ 25,000.00	\$ 25,000.00	9/9/14	Active						Obligated at 9/9/2014 Meeting																																																																														
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<b>Improvement to Class B Road Safety &amp; Maintenance</b>																																																																																												
						\$ 122,207.18								Carry over from 2013																																																																														
N/A	2-14	Class B Road Safety	Surface Re-habilitation	Road Supervisor	\$ 50,000.00	\$ 50,000.00	5/13/14	Active																																																																																				
N/A	12-14	Safety	Re-habilitation	Rd Superv	\$ 25,000.00	\$ 25,000.00	9/9/14	Active						Obligated at 9/9/2014 Meeting																																																																														
N/A	03-15	Safety	Re-habilitation	Rd Superv	\$ 84,000.00	\$ 83,430.85	4/14/15	Active						Obligated at 4/14/2015 Meeting																																																																														
N/A		Safety	Re-habilitation	Rd Superv	\$ 100,000.00	\$ 100,000.00	6/9/15	Active						Obligatec at 6/9/2015 Meeting																																																																														
N/A		Class B Road Safety	Surface Re-habilitation	Road Supervisor	\$ 50,000.00	\$ 50,000.00	12/8/2015	Active						Obligated at 12/8/2015 Meeting																																																																														
N/A		Class B Road Safety	Re-habilitation	Road Supervisor	\$ 125,000.00	\$ 125,000.00	3/8/2016	Active						Obligated at 3/8/2016 Meeting																																																																														



UDOT PIN	Project Number	Location	Concept	Project Manager	Amount Requested	Amount Obligated	Date Obligated	Status	Amount Deobligated	Date Deobligated	Date Paid	Date Work Completed	Date Inspected (Initials)	Comments
Partial Payments Made To:											Amount	Date	For	
Grand County Road Department											\$ 33,791.48	2/10/2014	Maintenance Safety	
Grand County Road Department											\$ 35,202.06	2/10/2014	Maintenance Safety	
Grand County Road Department											\$ 27,544.79	2/10/2014	Maintenance Safety	
Grand County Road Department											\$ 3,155.90	10/14/2014	Maintenance Safety (check #255)	
Grand County Road Department											\$ 32,257.50	10/14/2014	Maintenance Safety (check #257)	
Grand County Road Department											\$ 17,062.56	3/10/2015	Maintenance Safety (Inv #415)	
Grand County Road Department											\$ 24,904.56	3/10/2015	Maintenance Safety (Inv #414)	
Grand County Road Department											\$ 92,457.20	4/14/2015	Maintenance Safety (Inv 435)	
Grand County Road Department											\$ 14,686.20	4/14/2015	Maintenance Safety (Inv 155764393)	
Grand County Road Department											\$ 17,036.36	5/12/2015	Maintenance Safety (Inv #447)(Chk #286)	
Grand County Road Department											\$ 10,565.36	5/12/2015	Maintenance Safety (Inv #448)(Chk #285)	
Grand County Road Department											\$ 20,753.77	11/10/2015	Flood Repair (Inv #556)(Chk #309)	
Grand County Road Department											\$ 10,963.58	11/10/2015	Maintenance Safety (Inv #557)(Chk #309)	
Grand County Road Department											\$ 17,669.20	11/10/2015	Flood Repair (Inv #558)(Chk #309)	
Grand County Road Department											\$ 31,763.58	3/8/2016	Egg Ranch Road (Inv 639)(Chk #316)	
Grand County Road Department											\$ 92,571.07	3/8/2016	San Flats Road (Inv 638)(Chk #317)	
Grand County Road Department											\$ 17,019.64	5/10/2016	Repairs (Inv #687)(Chk #322)	
Total Paid-->											\$ 499,404.81	Amount remaining-->	\$ 56,233.22	
<b>Forest Hwy 46-County Rd 73 Matching Funds</b>														
					\$ 133,235.87									Carry over from 2013
N/A	5-14	Loop Rd	Re-Construct	Road Super	\$135,000/yr	\$ 135,629.87	5/13/14	Active						Obligated at 5/13/2014 Meeting
N/A	7-14	Loop Rd	Re-Construct	Road Super	\$100,000/yr	\$ 100,000.00	7/8/14	Active						
N/A	9-14	Loop Rd	Re-Construct	Road Super	\$150,000/yr	\$ 100,000.00	9/9/14	Active						Obligated at 9/9/2014 Meeting
N/A	11-14	Loop Rd	Re-Construct	Road Super	\$100,000/yr	\$ 100,000.00	11/11/14	Active						Obligated at 11/11/2014 Meeting
N/A	2/15	Loop Rd	Re-Construct	Road Super	\$50,000/yr	\$ 50,000.00	2/10/15	Active						Obligated at 2/10/2015 Meeting
		PILT Money	Re-Construct	GCTSSD	\$28,694.70	\$ 28,694.70	8/9/16	Active						Obligated at 8/9/2016 Meeting
		Loop Rd	Re-Construct	Road Super	\$40,000.00	\$ 40,000.00	8/9/16	Active						Obligated at 8/9/2016 Meeting
Partial Payments Made To:											Amount	Date	For	
Grand County Road Dept											\$ 2,158.00	9/10/2015	Prelim Engrng Check #299	
Grand County Road Dept											\$ 664.00	10/13/2015	Prelim Engrng Check #307	
Grand County Road Dept											\$ 166.00	2/9/2016	Prelim Engrng Check #312	
Grand County Road Dept											\$ 664.00	2/9/2016	Prelim Engrng Check #313	
Horrocks Engineering (CIB Application) Inv #39494											\$ 916.00	3/8/2016	CIB Paperwork Check #320	
Grand County Road Dept											\$ 534.78	3/8/2016	Prelim Engrng Check #318	
Grand County Road Dept											\$ 9.99	3/8/2016	Prelim Engrng Check #319	
Horrocks Engineering (CIB Application) Inv #39494											\$ 1,240.00	5/10/2016	Prelim Engrng Check #322	
Pitf Stephanie at 801-538-1042											\$ 500,000.00	6/28/2016	Project Construction	
Designated the money form the Grand County PILT be transferred to the PTIF 8334 Account											\$ 28,694.70	8/9/2016	Project Construction	
Pitf Stephanie at 801-538-1042											\$ 152,512.97	8/9/2016	Project Construction	
Total Paid-->											\$ 687,560.44	Amount remaining-->	\$ -	
<b>County-Wide B-Road Overlay, Rehab, &amp; Preservation</b>														
					\$ 200,000.00									Carry over from 2013
N/A	4-14	B-Roads	Extend Road New Build	Road Supervisor	\$ 50,000.00	\$ 50,000.00	5/13/2014	Active						Obligated at 5/13/14 Meeting
N/A	8-14	B-Roads	Extend Road New Build	Road Supervisor	\$ 40,000.00	\$ 40,000.00	7/8/2014	Active						Obligated at 7/8/14 Meeting
N/A	11/14	B-Roads	New Build	Road Supervisor	\$ 60,000.00	\$ 60,000.00	11/11/2014	Active						Obligated at 11/11/14 Meeting



UDOT PIN	Project Number	Location	Concept	Project Manager	Amount Requested	Amount Obligated	Date Obligated	Status	Amount Deobligated	Date Deobligated	Date Paid	Date Work Completed	Date Inspected (Initials)	Comments
N/A	2/15	B-Roads	New Build	Road Supervisor	\$ 50,000.00	\$ 50,000.00	2/10/2015	Active						Obligated at 2/10/15 Meeting
N/A		B-Roads	New Build	Supervisor	\$ 50,000.00	\$ 50,000.00	6/9/2015	Active						Obligated at 6/9/15 Meeting
N/A		B-Roads	New Build	Road Supervisor	\$ 100,000.00	\$ 100,000.00	8/11/2015	Active						Obligated at 8/11/15 Meeting
N/A		B-Roads	New Build	Road Supervisor	\$ 151.02	\$ 151.02	12/8/2015	Active						Obligated after de-obligating Yellow Cat Project 12/8/15
N/A		B-Roads	New Build	Road Supervisor	\$ 15,000.00	\$ 15,000.00	12/8/2015	Active						Obligated after de-obligating Rim Rock Rd Extension 12/8/15
N/A		B-Roads	New Build	Supervisor	\$ 50,000.00	\$ 50,000.00	12/8/2015	Active						Obligated 12/8/2015 Meeting
N/A		B-Roads	New Build	Supervisor	\$ 55,000.00	\$ 55,000.00	8/9/2016	Active						Obligated 8/9/2016 Meeting
Partial Payments Made To:					Amount		Date		For					
LeGrand Johnson Construction					\$	31,456.14	10/14/14	Chips (check #251)						
Asphalt Systems Inc					\$	127,420.91	10/14/14	Oil (check #254)						
Grand County B-Roads					\$	47,456.64	10/14/14	Chip Overlay (check #256)						
Grand County B-Roads					\$	3,122.50	10/14/14	Chip Overlay (check #258)						
Grand County B-Roads					\$	17,212.10	10/14/14	Chip Overlay (check #259)						
Grand County B-Roads					\$	44,955.00	11/11/14	Chip Overlay (check #342)						
Grand County B-Roads					\$	7,266.12	1/13/15	Chip Overlay (check #269)						
Asphalt Systems Inc					\$	115,868.67	10/13/15	Oil (check #300)						
Grand County B-Roads					\$	98,227.57	10/13/15	Chips (check #306)						
					Total Paid-->	\$ 492,985.65	Amount remaining-->	\$ 177,165.37						
<b>County-Wide B-Road Culverts &amp; Structures Rehab &amp; Preservation</b>														
N/A					\$ 25,000.00									Carry over from 2013
N/A	6-14	Road	refurbish	Supervisor	TBD	\$ 75,000.00	5/13/2014	Active						Obligated at 5/13/14 Meeting
N/A	11-14	Roads	refurbish	Supervisor	TBD	\$ 50,000.00	9/9/2014	Active						Obligated at 9/9/14 Meeting
Partial Payments Made To:					Amount		Date		For					
Grand County Road Department Project # 15-13 (Check #186)					\$	9,468.24	4/29/2014	Culvert Replacement Invoice #220						
Grand County Road Department Project # 15-13 (Check #187)					\$	7,554.72	4/29/2014	Culvert Replacement Invoice #221						
Grand County Road Department Project # 15-13 (Check #188)					\$	8,416.00	4/22/2014	Poly Corrugated Wall Pipe Bell Invoice #216						
Grand County Road Department (Check #261)					\$	5,280.00	11/11/2014	Invoice # 344						
Grand County Road Department (Check #294)					\$	20,814.22	7/14/2015	Invoice # 485						
Grand County Road Department (Check #308)					\$	6,950.00	10/13/2015	Invoice #547						
					Total Paid-->	\$ 58,483.18	Amount remaining-->	\$ 91,516.82						
TOTAL OF ALL OBLIGATIONS TO DATE ----->					\$	2,193,890.22	TOTAL PAYOUT TO DATE----->	\$ 1,747,833.37	DIFFERENCE----->		\$ 446,056.85			

**Grand County Transportation Special Service District**

Treasurers Report as of 08/29/2016

Income

Mineral Lease -Jun -FY2015	\$	21,137.96
Mineral Lease -Jul-FY2015	\$	21,123.15
Mineral Lease -Aug-FY2015	\$	22,231.76
Mineral Lease -Sep-FY2015	\$	21,125.10
Mineral Lease -Oct-FY2015	\$	91,861.61
Mineral Lease -Nov-FY2015	\$	19,952.03
Mineral Lease -Dec-FY2015	\$	19,582.03
Mineral Lease -Jan-FY2016	\$	18,871.13
Mineral Lease -Feb-FY2016	\$	24,505.43
Mineral Lease -Mar-FY2016	\$	5,877.50
Mineral Lease -Apr-FY2016	\$	8,885.50
Mineral Lease -May-FY2016	\$	7,882.95
Mineral Lease -Jun-FY2016	\$	10,515.53
State SRS Allocation	\$	18,690.15
PILT	\$	28,694.70
ULGT	\$	-
Interest Earned from Zions (2016)	\$	1,535.49
<b>TOTAL 12 Month Income for 2015 &amp; 2016</b>	<b>\$</b>	<b>342,472.02</b>

Operating expenses in 2016 \$3,203.74

Project invoice expences in 2016 \$ 144,805.06

2016 Expences \$ 148,008.80

Income from De-Obligations in 2015 Funds \$ -

New obligations added in 2016 \$ -

Balance of 2016 funds \$ 194,463.22

Zions Bank Balances 08/29/2016

xxxxxx007	Checking	\$	1,248.86
xxxxxx855	Savings	\$	21,799.45
xxxxxx728	Money Market (Obligated funds)	\$	446,056.85
PTIF 8334	PTIF Account Dedicated for the Loop Rd Project.	\$	681,207.67
<b>Total</b>		<b>\$</b>	<b>1,150,312.83</b>

Russell S. Pogue

# Grand County Recreation SSD

## Balance Sheet

As of July 31, 2016

09/02/16

Accrual Basis

	<u>Jul 31, 16</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1050 · PTIF	
1055 · Restricted Funds	215,000.00
1050 · PTIF - Other	298,726.24
<b>Total 1050 · PTIF</b>	<u>513,726.24</u>
<b>1000 · Banking</b>	
1024 · EUCCU Cking	48.75
1010 · Wells Fargo Bank	34,954.33
<b>Total 1000 · Banking</b>	<u>35,003.08</u>
<b>Total Checking/Savings</b>	<u>548,729.32</u>
<b>Total Current Assets</b>	<u>548,729.32</u>
<b>TOTAL ASSETS</b>	<u><b>548,729.32</b></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2000 · Accounts Payable	-432,726.01
<b>Total Accounts Payable</b>	<u>-432,726.01</u>
<b>Total Current Liabilities</b>	<u>-432,726.01</u>
<b>Total Liabilities</b>	<u>-432,726.01</u>
<b>Equity</b>	
3900 · Fund Balance	1,273,188.36
Net Income	-291,733.03
<b>Total Equity</b>	<u>981,455.33</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>548,729.32</b></u>

# Grand County Recreation Special Service District No. 1 Budget

## Monthly Financial Statement July 2016 - 58% of year elapsed

### General Fund

	12/16/2015 2016 Final Budget	This Month	YTD % of Budget	Year to Date
<b><u>Revenues</u></b>				
PILT	\$115,164.00	\$0.00		\$0.00
Mineral Lease	\$290,000.00	\$39,383.26	34%	\$98,184.41
Rodeo Club	\$30,000.00	\$0.00		\$0.00
Interest	\$500.00	\$365.85	534%	\$2,668.79
Contribution from Fund Balance	\$197,983.00	\$0.00		\$0.00
<b>Revenue Total</b>	<b>\$633,647.00</b>	<b>\$39,749.11</b>	<b>16%</b>	<b>\$100,853.20</b>
<b><u>Expenses</u></b>				
<b>Operating Expenses</b>				
Liability Insurance	\$5,636.00	\$0.00	100%	\$5,636.24
Office Supplies	\$1,064.00	\$163.00	22%	\$235.60
Audit	\$5,400.00	\$400.00	64%	\$3,440.00
Clerical Services	\$5,700.00	\$475.00	58%	\$3,325.00
<b>Sub-Total</b>	<b>\$17,800.00</b>	<b>\$1,038.00</b>	<b>71%</b>	<b>\$12,636.84</b>
<b>Contributions to Other Agencies</b>				
OSTA Arena M&O	\$75,000.00	\$1,642.57	54%	\$40,439.39
OSTA BallField M&O	\$0.00	\$0.00		\$0.00
MRAC M&O Pledge	\$25,000.00	\$0.00	100%	\$25,000.00
MRAC Debt Pledge	\$190,000.00	\$0.00	100%	\$190,000.00
MBA Grand Center	\$86,000.00	\$0.00		\$0.00
Moab Rec. Agreement	\$63,857.00	\$0.00	103%	\$65,760.00
Accelerated Teams	\$7,000.00	\$750.00	25%	\$1,750.00
Rodeo Club Loan	\$30,000.00	\$0.00	100%	\$30,000.00
Discretionary	\$0.00	\$0.00		\$0.00
Grants	\$34,500.00	\$5,000.00	78%	\$27,000.00
<b>Sub-Total</b>	<b>\$511,357.00</b>	<b>\$7,392.57</b>	<b>74%</b>	<b>\$379,949.39</b>
<b>Contribution to Capital Projects</b>				
OSTA Ball Park Projects	\$47,500.00	\$0.00		\$0.00
OSTA Arena Projects	\$57,000.00	\$0.00		\$0.00
<b>Total</b>	<b>\$104,500.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Contribution to Fund Balance</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Expenses Total</b>	<b>\$633,657.00</b>	<b>\$8,430.57</b>	<b>62%</b>	<b>\$392,586.23</b>

# Grand County Recreation Special Service District No. 1 Budget

## General Fund

2015 Amended    2016 Approved    2017 Proposed

### Revenues

PILT	\$86,373.00	\$115,164.00	\$115,164.00
Mineral Lease	\$338,000.00	\$196,000.00	\$196,000.00
Rodeo Club	\$26,000.00	\$30,000.00	\$30,000.00
Interest	\$50.00	\$50.00	\$50.00
Contribution from Fund Balance	\$160,391.00	\$292,233.00	\$146,243.00
<b>Revenue Total</b>	<b>\$610,814.00</b>	<b>\$633,447.00</b>	<b>\$487,457.00</b>

### Expenses

#### Operating Expenses

Liability Insurance	\$5,636.00	\$5,636.00	\$5,636.00
Office Supplies	\$1,064.00	\$1,064.00	\$1,064.00
Audit	\$5,200.00	\$5,200.00	\$5,200.00
Clerical Services	\$5,895.00	\$5,700.00	\$5,700.00
<b>Sub-Total</b>	<b>\$17,795.00</b>	<b>\$17,600.00</b>	<b>\$17,600.00</b>

#### Contributions to Other Agencies

OSTA Arena M&O	\$58,000.00	\$75,000.00	\$75,000.00	
OSTA BallField M&O	\$50,000.00	\$0.00	\$0.00	
MRAC M&O Pledge	\$29,512.00	\$25,000.00	\$25,000.00	??29K??
MRAC Debt Pledge	\$190,000.00	\$190,000.00	\$190,000.00	
MBA Grand Center	\$85,500.00	\$86,000.00	\$86,000.00	
Moab Rec. Agreement	\$63,857.00	\$63,857.00	\$63,857.00	
Accelerated Teams	\$7,000.00	\$7,000.00	\$0.00	
Rodeo Club Loan	\$30,000.00	\$30,000.00	\$30,000.00	

Discretionary	\$1,500.00	\$0.00	\$0.00
Grants	\$77,650.00	\$34,500.00	\$0.00
<b>Sub-Total</b>	<b>\$593,019.00</b>	<b>\$511,357.00</b>	<b>\$469,857.00</b>
<b>Contribution to Capital Projects</b> ?		\$104,490.00	\$0.00
<b>Contribution to Fund Balance</b>	\$0.00	\$0.00	\$0.00
<b>Expenses Total</b>	<b>\$610,814.00</b>	<b>\$633,447.00</b>	<b>\$487,457.00</b>
<b>Bottom Line</b>			
General Fund Draw	-\$160,391.00	-\$292,233.00	-\$146,243.00
Capital Projects Fund Draw	-\$151,017.00	\$0.00	\$0.00
General Fund Deposit	\$0.00	\$0.00	\$0.00
Capital Projects Fund Deposit	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>-\$311,408.00</b>	<b>-\$292,233.00</b>	<b>-\$146,243.00</b>

# September 2016

August 2016							October 2016						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6							1
7	8	9	10	11	12	13	2	3	4	5	6	7	8
14	15	16	17	18	19	20	9	10	11	12	13	14	15
21	22	23	24	25	26	27	16	17	18	19	20	21	22
28	29	30	31				23	24	25	26	27	28	29
							30	31					

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	<ul style="list-style-type: none"> <li>9:00AM Council Workshop: EMS Assessment (Chambers)</li> </ul>	<ul style="list-style-type: none"> <li>5:00PM Agenda Summaries Due</li> </ul>	<ul style="list-style-type: none"> <li>8:00AM UT Outdoor Summit - Mayor Dave - Featured Speaker (Ogden Eccles Conference Center)</li> <li>5:30PM Mosquito Abatement District (District Office)</li> <li>7:00PM Grand Water &amp; Sewer Service Agency (District Office)</li> </ul>	2	3
4	<p><b>Labor Day</b></p> <ul style="list-style-type: none"> <li>8:00AM County Offices Closed</li> </ul>	<ul style="list-style-type: none"> <li>8:30AM Safety &amp; Accident Review Committee (Chambers)</li> <li>4:00PM County Council Meeting (Chambers)</li> </ul>	7	<ul style="list-style-type: none"> <li>3:30PM Sand Flats Stewardship Committee (Chambers)</li> <li>4:00PM Solid Waste Management SSD (District Office)</li> <li>5:30PM Library Board (Library)</li> <li>7:00PM Thompson Springs Water SSD (Thompson)</li> </ul>	<ul style="list-style-type: none"> <li>9:00AM Pre - Budget Workshop (Chambers)</li> <li>10:00AM Historical Preservation Commission (Grand Center)</li> <li>12:00PM CIB Interagency Workshop (Grand Center)</li> </ul>	10
11	<ul style="list-style-type: none"> <li>12:30PM Council on Aging (Grand Center)</li> <li>1:00PM Affordable Housing Task Force (Chambers)</li> <li>5:00PM Airport Board (Chambers)</li> <li>7:00PM Conservation District (Youth Garden Project)</li> </ul>	<ul style="list-style-type: none"> <li>10:00AM Travel Council Advisory Board (Chambers)</li> <li>12:00PM Trail Mix Committee (Grand Center)</li> <li>5:00PM National Forest Plan Revision - Open House (Grand Center)</li> <li>5:30PM OSTA Advisory Committee (OSTA)</li> <li>6:00PM Cemetery Maintenance District (Sunset Memorial)</li> <li>6:00PM Transportation SSD (Road Shed)</li> </ul>	<ul style="list-style-type: none"> <li>5:00PM Agenda Summaries Due</li> <li>6:00PM Planning Commission (Chambers)</li> <li>7:00PM Thompson Springs Fire District (Thompson)</li> </ul>	<ul style="list-style-type: none"> <li>12:00PM Housing Authority Board (City Chambers)</li> <li>1:30PM Exemplary / Performance Review Committee Meeting (Chambers (Mary))</li> <li>4:00PM Arches SSD (Fairfield Inn &amp; Suites)</li> <li>7:00PM Grand Water &amp; Sewer Service Agency (District Office)</li> </ul>	<ul style="list-style-type: none"> <li>10:00AM BLM Coordination Meeting (Chambers)</li> </ul>	17
18	19	<ul style="list-style-type: none"> <li>12:00PM Chamber of Commerce (Zions Bank)</li> <li>4:00PM County Council Meeting (Chambers)</li> </ul>	<p><b>UAC's USACCC Fall Conference ♦ Vernal</b></p> <ul style="list-style-type: none"> <li>1:00PM Moab Area Watershed Partnership (Water District Office)</li> <li>6:00PM Recreation SSD (City Chambers)</li> </ul>		<ul style="list-style-type: none"> <li>9:00AM Budget Workshop (Chambers)</li> </ul>	24
25	26	<ul style="list-style-type: none"> <li>2:45PM Mental Health Board (Green River)</li> <li>5:00PM Public Health Board (Green River)</li> </ul>	<ul style="list-style-type: none"> <li>5:00PM Agenda Summaries due</li> <li>6:00PM Planning Commission (Chambers)</li> </ul>	<ul style="list-style-type: none"> <li>12:00PM Local Emergency Planning Committee (Fire Dept)</li> <li>1:00PM Association of Local Governments (ALG) (Price)</li> <li>5:30PM Canyonlands Healthcare SSD (Moab Regional Hospital)</li> </ul>	<ul style="list-style-type: none"> <li>9:00AM Budget Workshop (Chambers)</li> <li>11:30AM Joint City/County Council Meeting (if needed) (County Council Chambers)</li> </ul>	1

# October 2016

September 2016							November 2016						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3			1	2	3	4	5
4	5	6	7	8	9	10	6	7	8	9	10	11	12
11	12	13	14	15	16	17	13	14	15	16	17	18	19
18	19	20	21	22	23	24	20	21	22	23	24	25	26
25	26	27	28	29	30		27	28	29	30			

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
25	26	<ul style="list-style-type: none"> <li>2:45PM Mental Health Board (Green River)</li> <li>5:00PM Public Health Board (Green River)</li> </ul> 27	<ul style="list-style-type: none"> <li>5:00PM Agenda Summaries due</li> <li>6:00PM Planning Commission (Chambers)</li> </ul> 28	29	<ul style="list-style-type: none"> <li>9:00AM Budget Workshop (Chambers)</li> <li>11:30AM Joint City/County Council Meeting (if needed) (County Council Chambers)</li> </ul> 30	1
2	<ul style="list-style-type: none"> <li>8:30AM Assured Housing Meeting (Chambers)</li> <li>4:00PM Noxious Weed Control Board (Grand Center)</li> <li>5:00PM Airport Board (Chambers)</li> </ul> 3	<ul style="list-style-type: none"> <li>8:30AM Safety &amp; Accident Review Committee (Chambers)</li> <li>4:00PM County Council Meeting (Chambers)</li> <li>5:00PM Meet and Greet (Outdoor Summit) (Lions Park)</li> </ul> 4	<ul style="list-style-type: none"> <li>7:30AM UT Outdoor Summit (Red cliff's Lodge)</li> <li>8:00AM Utah Air &amp; Energy Symposium (Hilton Salt Lake City Center)</li> </ul> 5	<ul style="list-style-type: none"> <li>5:30PM Mosquito Abatement District (District Office)</li> <li>7:00PM Grand Water &amp; Sewer Service Agency (District Office)</li> </ul> 6	7	8
9	<ul style="list-style-type: none"> <li>12:30PM Council on Aging (Grand Center)</li> <li>7:00PM Conservation District (Youth Garden Project)</li> </ul> 10	<ul style="list-style-type: none"> <li>12:00PM Trail Mix Committee (Grand Center)</li> <li>2:00PM USU Advisory Board (USU Moab)</li> <li>3:00PM Travel Council Advisory Board (Chambers)</li> <li>5:30PM OSTA Advisory Committee (OSTA)</li> <li>6:00PM Cemetery Maintenance District (Sunset Memorial)</li> <li>6:00PM Transportation SSD (Road Shed)</li> </ul> 11	<ul style="list-style-type: none"> <li>5:00PM Agenda Summaries Due</li> <li>6:00PM Planning Commission (Chambers)</li> <li>7:00PM Thompson Springs Fire District (Thompson)</li> </ul> 12	<ul style="list-style-type: none"> <li>4:00PM Solid Waste Management SSD (District Office)</li> <li>7:00PM Thompson Springs Water SSD (Thompson)</li> </ul> 13	<ul style="list-style-type: none"> <li>9:00AM Budget Workshop (Chambers)</li> </ul> 14	15
16	17	<ul style="list-style-type: none"> <li>12:00PM Chamber of Commerce (Zions Bank)</li> <li>4:00PM County Council Meeting (Chambers)</li> </ul> 18	<ul style="list-style-type: none"> <li>6:00PM Recreation SSD (City Chambers)</li> </ul> 19	<ul style="list-style-type: none"> <li>12:00PM Housing Authority Board (City Chambers)</li> <li>1:30PM Exemplary / Performance Review Committee Meeting (Chambers)</li> <li>4:00PM Arches SSD (Fairfield Inn &amp; Suites)</li> <li>7:00PM Grand Water &amp; Sewer Service Agency (District Office)</li> </ul> 20	<ul style="list-style-type: none"> <li>9:00AM Budget Workshop (Chambers)</li> </ul> 21	22
23	24	<ul style="list-style-type: none"> <li>3:00PM Moab Tailings Project Steering Committee (Chambers)</li> </ul> 25	<ul style="list-style-type: none"> <li>1:00PM Homeless Coordinating Committee (Zions Bank)</li> <li>5:00PM Agenda Summaries due</li> <li>6:00PM Planning Commission (Chambers)</li> </ul> 26	<ul style="list-style-type: none"> <li>9:00AM Canyon Country Partnership (River History Museum, Green River)</li> <li>1:00PM Association of Local Governments (ALG) (Price)</li> <li>5:30PM Canyonlands Healthcare SSD (Moab Regional Hospital)</li> </ul> 27	<ul style="list-style-type: none"> <li>9:00AM Budget Workshop (Chambers)</li> </ul> 28	29
30	31	<ul style="list-style-type: none"> <li>8:30AM Safety &amp; Accident Review Committee (Chambers)</li> <li>4:00PM County Council Meeting (Chambers)</li> </ul> 1	2016 UASD Annual Conve... ♦ Ogden Eccles Conference ...		<ul style="list-style-type: none"> <li>5:30PM Mosquito Abatement District (District Office)</li> <li>7:00PM Grand Water &amp; Sewer Service Agency (District Office)</li> </ul> 3	4
			2	3	4	5

# 2016 USACCC Fall Conference

## September 21-23 Vernal, UT

### **Wednesday, September 21**

Public Lands Committee Meeting

1:00 – 5:00 pm **Agenda Coming Soon!**

### **Thursday, September 22**

USACCC Conference

8:30 – 9:30 JRI and Criminal Justice Committee Report: JRI Priority Issues Identified and Jail Funding Issues and Treatment Needs Discussion

9:30 – 10:15 Interim Legislative Issues and 2017 Forecast (Including Affiliate Legislation)

10:15 – 10:30 Break

10:30 – 11:00 Data Unit Development at UAC

11:00 – 11:30 Road Funding Discussion – B and C and Local Option Update and Forecast

11:30 – Noon Centrally Assessed Tax Appeals Process Committee Report and Data

Noon – 1:15 Lunch

1:15 – 1:30 HR Services and Member Services Update (Brandy Grace)

1:30 – 2:00 UAC Bylaws Changes Proposal

2:00 – 2:15 County Resource Management Plans (Celeste Maloy)

2:15 – 2:30 Education Services – New Elected Officials Training

2:30 – 3:00 Fraud Prevention – County Processes (Johnnie Miller)

3:00 – 3:15 Break

3:15 – 3:30 Utah Suicide Prevention

3:30 – 4:00 State Wildland Fire Funding (Stan Summers)

4:00 – 4:30 Rate Increase

6:00 pm Dutch Oven Dinner (Offsite – TBA)

### **Friday, September 23**

USACCC Light Day and Activity

8:30 – 9:30 Lt. Governor Spencer Cox

9:30 – 11:00 Roundtable/Open Topics



## Employment Opportunities

### **Administrative Assistant - Old Spanish Trail Arena (OSTA)**

Posted August 22, 2016 9:00 AM | Closes September 16, 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](#)

### **Noxious Weed Control Technician (Seasonal)**

Posted August 22, 2016 9:00 AM | Closes September 16, 2016

Job Summary Under the direction of the Weed Supervisor the Weed Technician performs a variety of work associated with grant funding which may include collection of data... [Full Description](#)

[Apply Online](#)

Date	Event Name	Permit Status
<b>SEPTEMBER</b>		
1-12	Moab Music Festival	Permitted
2-6	Labor Day Safari, Red Rock Four Wheelers	Permit not required - Not over 100 on a single trail at one time, BLM & SITLA Permits required for JS routes.
7-11	RMAR Rendezvous, Ride with Respect	Permit not required - not over 100
9-11	Blazer Bash	Permit not required - not over 100, using Old City Park for gathering places, BLM & SITLA Permits required for JS routes
15-18	Melon Nights	Permit in process
18-22	Moab Zombie Hunt, The Hummer Club/Hummer Happening	Permit not required - not over 100, using Rotary Park, BLM & SITLA Permits required for JS routes
19-21	Solihull Society, Land Rover National Rally	Permit not required - Not over 100 on a single trail at one time, BLM & SITLA Permits required for JS routes. Organized event held at OSTA
21-27	Moab Gay Adventure Week & Moab Pride Festival	Permit not Required - Swanny Park
22-25	Mother of All Boogies (Skydiving Festival)	Permit in process
28-10/2	Red Rockin' XsX / ATV-UTV, OSTA	Permit not required - Not over 100 on a single trail at one time, BLM & SITLA Permits required for JS routes. Organized event held at OSTA
	Slickrock Thriller / Utah HS Mountain Bike Race	2015 Event, No Schedule for 2016
30-10/2	Outerbike, Western Spirit Cycling	Permit in process
<b>OCTOBER</b>		
1	Moab Century Tour - Skinny tire	Permit in process
5-10	Plein Air Moab	Permit not required - not over 100
6-11	North American XJ Association Event	No advertisement or info from website
9-11	55th Annual Moab Rock Gem and Mineral Show	Permit not required - OSTA Event
8-10	Moab Rocks Bike Stage Race - TransRockies US LP	Cancelled for 2016
15	Moab Epic Mountain Bike Safari (Race) (Gravity Play)	Permit in process
17-18	Barrel\$ for Buck\$, OSTA	Permit not required - OSTA Event
22-24	Jeep JAMBOREE	Permit not required - main event held in city limits, not over 100, BLM & SITLA Permits required for routes
27-30	Moab Ho Down Mountain Bike & Film Festival 10th Annual	Permit not Required - not over 100, BLM permit required for routes

Date		Event Name	Permit Status
	22-23	<b>The Other Half, 13.1 mile race</b>	<b>Permitted</b>
		Pumpkin Chuckin' Festival	Cancelled for 2015/2016
	28-30	<b>Moab Craggin' Classic</b>	
	30-11/4	<b>Moab Folk Camp</b>	

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**SEPTEMBER 6, 2016**

Agenda Item: G

<b>TITLE:</b>	Approving proposed arguments supporting the health care facilities sales and use tax ballot proposition for the November General Election, such arguments to be included in the Voter Information Pamphlet
<b>FISCAL IMPACT:</b>	None
<b>PRESENTER(S):</b>	Chairwoman Tubbs

**Prepared By:**

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

**FOR OFFICE USE ONLY:**

**Attorney Review:**

Complete

**RECOMMENDATION:**

I move to approve the proposed arguments supporting the health care facilities sales and use tax ballot proposition for the November General Election, such arguments to be included in the Voter Information Pamphlet, and authorize the Chair to sign all associated documents.

**BACKGROUND:**

Proposed arguments supporting the initiative are attached in a document titled "Proposition 3: Senior Care and Ambulance Sales Tax." The arguments supporting any ballot proposition initiative or referendum must be filed with the local County Clerk no less than 60 days before the 2016 General Election (by September 9, 2016).

On June 7<sup>th</sup> the Council adopted Resolution # 3074-2016 (attached) *"to ask registered voters in the November 2016 Election whether Grand County shall impose a healthcare facilities sales and use tax of up to one-half of one percent to be used as allowed by State Statute, including to help fund the operations of Canyonlands Care Center—a long-term care facility in Grand County—and to help fund Grand County Emergency Medical Services."*

**Next Council steps after tonight's approval of proposed arguments supporting the proposition:**

1. October 4<sup>th</sup> (no sooner than September 26<sup>th</sup>): Hold the required public meeting for the proposed ballot proposition, with Voter Information Pamphlet provided.
2. December 6<sup>th</sup> (or 20<sup>th</sup>, no less than 90 days prior to the effective date of April 1, 2017): If the tax passes, hold the public hearing to adopt the ordinance and enact the tax.

State Code 59-1-1604, Transparency of Ballot Propositions Act, is attached for more information regarding arguments for and against a ballot proposition, rebuttal arguments, and posting of arguments.

As per the June 7<sup>th</sup> resolution, if such tax is authorized in the November general election, it will be distributed quarterly by the Utah Tax Commission 100% to Grand County and allocated by the County Council with the intention of issuing to 1) Canyonlands Health Care Special Service District to provide additional funding for the ongoing operations of Canyonlands Care Center and to 2) Grand County Emergency Medical

Services (EMS). Such allocation will be determined by the Council at least annually, and as often as quarterly, and based on the informed needs of both Canyonlands Care Center and of Grand County EMS for as long as the tax is in effect.

Furthermore, if the ballot initiative passes, the Council can consider reauthorizing this tax at the end of the initial ten-year period, as allowed in State Code and depending on population growth.

Grand County is a fifth class county based on population. Utah Code states, "the money collected from a tax imposed... by a county of the fifth or sixth class may only be used to fund: (i) ongoing operating expenses of a center, clinic, or facility described in State Code 59-12-802(1)(b)(ii), [*rural emergency medical services in that county; federally qualified health centers in that county; freestanding urgent care centers in that county; rural county health care facilities in that county; rural health clinics in that county; or a combination*] of the above]; (ii) the acquisition of land for a center, clinic, or facility... within that county; (iii) design, construction, equipping, or furnishing of a center, clinic, or facility... within that county; or (iv) rural emergency medical services within that county."

**ATTACHMENT(S):**

1. Proposition 3: Senior Care and Ambulance Sales Tax (arguments for)
2. Resolution # 3074-2016
3. State Code 59-1-1604, Transparency of Ballot Propositions Act
4. Legal review (see red confidential folder)

### **Proposition 3: Senior Care and Ambulance Sales Tax**

The Rural County Health Care Facilities Sales Tax is a sales tax on goods and services purchased in Grand County, excluding groceries used in food preparation. The proceeds from this sales tax will benefit non-hospital healthcare in Grand County, specifically Grand County Emergency Medical Services (EMS), and the Canyonlands Care Center, the long term care facility owned by the Canyonlands Health Care Special Service District, (CHCSSD). This is not a property tax and neither entity is supported with Grand County general funds.

This sales tax, if approved by the voters of Grand County, will collect an additional 50 cents per \$100 spent (1 penny per \$2.00 spent) on goods and services. A significant portion of this tax would be paid by non-resident visitors.

Emergency Medical Services (911 response and ambulance services) are expected to be available 24 hours a day. EMS has been funded by revenues from patient transports. A 53% increase in calls over the past 10 years, more uninsured patients, and decreases in Medicaid and Medicare reimbursements mean that the cost of providing EMS service is far higher than revenues. Money set aside for replacing and maintaining equipment has been used to cover ongoing costs. The expected shortfall in operating expenses for EMS is \$480,000 and funds are needed to build up a capital replacement fund for essential equipment. Permanent changes for funding are needed in order for EMS to continue to provide service to residents and visitors with quality pre-hospital health care and updated equipment to respond to Grand County's increasing medical first response needs.

Canyonlands Care Center: Our community has supported long term care services for our aging residents for many years. The Canyonlands Care Center, built in conjunction with the new hospital, has provided this service for 148 residents and their families since opening in 2011.

It has been clear for several years that our 36-bed facility cannot cover operating and construction debt expenses with the revenues that come from Medicaid and private pay residents, even with occupancy over 90%. Mineral lease monies received by Grand County have covered the difference in recent years. However, mineral lease monies have dwindled to a fraction of what they were, and our nursing home needs a dedicated source of funding to remain open.

The 2016 shortfall for Canyonlands Care Center operating expenses and bond payments due on the building is estimated at \$970,000. Mineral Lease estimates for 2016 are now \$250,000. The shortfall this year can be covered with reserve funds that CHCSSD put aside when Mineral Lease funds were higher; however, reserves will not be able to cover much beyond the end of this year and without a reliable funding source, the Canyonlands Care Center will ~~elose~~ be at risk of closure, displacing dozens of long-time Moab residents. This shortfall includes approximately \$370,000 in construction bond payments annually which will continue to be owed by Grand County even if the Canyonlands Care Center is closed.

**RESOLUTION # 3074 -2016**

**A RESOLUTION OF THE GRAND COUNTY COUNCIL, STATE OF UTAH,  
TO ASK REGISTERED VOTERS IN THE NOVEMBER 2016 ELECTION  
WHETHER GRAND COUNTY SHALL IMPOSE  
A HEALTHCARE FACILITIES SALES AND USE TAX  
OF UP TO ONE-HALF OF ONE PERCENT  
TO BE USED AS ALLOWED BY STATE STATUTE,  
INCLUDING TO HELP FUND THE OPERATIONS OF CANYONLANDS CARE CENTER  
—A LONG-TERM CARE FACILITY IN GRAND COUNTY—  
AND TO HELP FUND  
GRAND COUNTY EMERGENCY MEDICAL SERVICES**

**WHEREAS**, Utah Code Ann. § 17-50-302 authorizes counties to assess and collect taxes as prescribed by statute; and

**WHEREAS**, Canyonlands Health Care Special Service District, a District formed by Grand County (such district formerly known as the Grand County Hospital Special Service District) and a body politic of the State of Utah, expanded its services by Resolution No. 2610 in May 2003 “to include providing oversight of services for long-term care, acute and chronic care, adult day care, hospice care, emergency medical services, manage and own physician clinics, and meet other health care needs which may or may not be encompassed in the construction, maintenance and operation of a hospital;” and

**WHEREAS**, Canyonlands Health Care Special Service District in 2009 secured funding to construct Canyonlands Care Center, a long-term nursing care facility; and

**WHEREAS**, Canyonlands Health Care Special Service District held open, public meetings with Grand County Council during 2012 and 2013 to consider a resolution for the purpose of partially funding the operations of Canyonlands Care Center; and

**WHEREAS**, Grand County Council received legal advice in 2012 of Grand County’s inability to support Canyonlands Health Care Special Service District, such district being the owner of Canyonlands Care Center, with its request for a healthcare sales tax resolution due to the way in which State Code was written; and

**WHEREAS**, members of Grand County Council and others worked closely with the Utah Association of Counties to effect clarification and modification of the wording of State Code; and

**WHEREAS**, Senate Bill 176 was introduced into the State’s 2014 General Session to clarify that the healthcare sales and use tax could be used for helping to fund operations of a rural county

nursing care facility that is owned by a special service district; and

**WHEREAS**, State Code was modified, effective May 13, 2014, based on passage of Senate Bill 176, to allow a rural county to consider a resolution to effect a healthcare sales and use tax for a nursing care facility owned by a special service district; and

**WHEREAS**, on May 26, 2016 the Canyonlands Healthcare Special Service District discussed and authorized the Administrative Control Board to present a resolution to the Grand County Council to initiate the process to ask registered voters in the November 2016 election whether Grand County shall impose a healthcare facilities sales and use tax of up to one-half of one percent to be used as allowed by State statute, including to help fund the operations of Canyonlands Care Center—a long-term care facility in Grand County—and to help fund Grand County Emergency Medical Services; and

**WHEREAS**, over the last several years Grand County Emergency Medical Services has seen a tremendous increase in the number of calls for service with 1,017 calls for service during 2015— the highest number ever on record in Grand County—together with an inter-facility transfer increase of over 30% year to date; and

**WHEREAS**, Medicaid and Medicare revenues for emergency medical services continue to drop precipitously; and

**WHEREAS**, Utah Code § 59-12-802 states in (1)(a), A county legislative body of a county of the third, fourth, fifth, or sixth class may impose a sales and use tax of up to 1% on the transactions described in Subsection 59-12-103(1) located within the county. Further, in (1)(b): Subject to Subsection (3), the money collected from a tax under this section may be used to fund: (ii) for a county of the fifth or sixth class: (A) rural emergency medical services in that county; (B) federally qualified health centers in that county; (C) freestanding urgent care centers in that county; (D) rural county health care facilities in that county; (E) rural health clinics in that county; or (F) a combination of Subsections (1)(b)(ii)(A) through (E); and

**WHEREAS**, the transactions described in Subsection 59-12-103(1) include items that would constitute a countywide general sales tax as opposed to a sales tax applied to sales arising only out of the use of healthcare facilities; and

**WHEREAS**, Utah Code § 59-12-802 further states in (1)(c), Notwithstanding Subsection (1)(a), a county legislative body may not impose a tax under this section on: (i) the sales and uses described in Section 59-12-104 to the extent the sales and uses are exempt from taxation under Section 59-12-104; (ii) a transaction to the extent a rural city hospital tax is imposed on that transaction in a city that imposes a tax under Section 59-12-804; and (iii) except as provided in Subsection (1)(e), amounts paid or charged for food and food ingredients; (d) For purposes of

this Subsection (1), the location of a transaction shall be determined in accordance with Sections 59-12-211 through 59-12-215; (e) A county legislative body imposing a tax under this section shall impose the tax on amounts paid or charged for food and food ingredients if the food and food ingredients are sold as part of a bundled transaction attributable to food and food ingredients and tangible personal property other than food and food ingredients; and

**WHEREAS**, Utah Code § 59-12-802 further states in (2)(a), Before imposing a tax under Subsection (1) a county legislative body shall obtain approval to impose the tax from a majority of the: (i) members of the county's legislative body; and (ii) county's registered voters voting on the imposition of the tax; and

**WHEREAS**, Utah Code § 59-12-802 further states in (2)(b), The county legislative body shall conduct the election according to the procedures and requirements of Title 11, Chapter 14, Local Government Bonding Act; and

**WHEREAS**, Utah Code § 59-12-802 further states in (3)(b), The money collected from a tax imposed under Subsection (1) by a county of the fifth or sixth class may only be used to fund: (i) ongoing operating expenses of a center, clinic, or facility described in Subsection (1)(b)(ii) within that county; (ii) the acquisition of land for a center, clinic, or facility described in Subsection (1)(b)(ii) within that county; (iii) the design, construction, equipping, or furnishing of a center, clinic, or facility described in Subsection (1)(b)(ii) within that county; or (iv) rural emergency medical services within that county; and

**WHEREAS**, Utah Code § 59-12-802 further states in (4)(a), A tax under this section shall be: (i) except as provided in Subsection(4)(b), administered, collected, and enforced in accordance with: (A) the same procedures used to administer, collect, and enforce the tax under: (i) Part 1, Tax Collection; or (ii) Part 2, Local Sales and Use Tax Act; and (B) Chapter 1, General Taxation Policies; and (ii) levied for a period of 10 years and may be reauthorized at the end of the ten-year period by the county legislative body as provided in Subsection (1); and

**WHEREAS**, Utah Code § 59-12-802 further states in (4)(b), A tax under this section is not subject to Subsections 59-12-205 (2) through (7); (c) A county legislative body shall distribute money collected from a tax under this section quarterly; and

**WHEREAS**, Utah Code § 59-12-802 further states in (5), The commission shall retain and deposit an administrative charge in accordance with Section 59-1-306 from the revenue the commission collects from a tax under this section; and

**WHEREAS**, revenues collected from this sales and use tax, if such tax is authorized by voting Grand County registered voters in the November 2016 election, will be distributed by Utah Tax

Commission 100% to Grand County as the imposing tax entity. Such tax collections will be allocated by Grand County Council, and as per Utah Code §59-12-802(4)(c), such collections will be distributed quarterly. It is the intention of this resolution that quarterly distributions will be issued by Grand County to 1) Canyonlands Healthcare Special Service District to provide additional funding for the ongoing operations of Canyonlands Care Center and to 2) Grand County Emergency Medical Services; and

**WHEREAS**, it is the intention of this resolution that Grand County Council will determine each allocation at least annually, and as often as quarterly, and that such allocation will be based on informed needs of both Canyonlands Care Center and of Grand County Emergency Medical Services for as long as the tax is in effect; and

**WHEREAS**, it is the intention that Grand County Council consider reauthorizing this tax at the end of the initial ten-year period, as allowed in Utah Code § 59-12-802.

**NOW THEREFORE**, be it resolved that the Grand County Council hereby resolves to ask registered voters in the November 2016 election, *“Shall Grand County impose a healthcare facilities sales and use tax of up to one-half of one percent to be used as allowed by State statute, including to help fund the operations of Canyonlands Care Center—a long-term care facility in Grand County—and to help fund Grand County Emergency Medical Services?”*

**APPROVED and ADOPTED** by the Grand County Council in open session this 7th day of June, 2016.

Those voting aye: Baird, Ballantyne, Hawks, Jackson, McGann, Paxman, Tubbs

Those voting nay \_\_\_\_\_

Those absent: \_\_\_\_\_

**ATTEST**

**GRAND COUNTY COUNCIL**

Diana Carroll  
Diana Carroll, Clerk/Auditor

Elizabeth A. Tubbs  
Elizabeth A. Tubbs, Chair

West's Utah Code Annotated  
Title 59. Revenue and Taxation  
Chapter 1. General Taxation Policies (Refs & Annos)  
Part 16. Transparency of Ballot Propositions Act

U.C.A. 1953 § 59-1-1604

§ 59-1-1604. Arguments for and against a ballot proposition--Rebuttal arguments--Posting arguments

Currentness

- (1) The arguments for or against a ballot proposition shall conform to the requirements of this section.
- (2)(a)(i) The governing body of a taxing entity shall submit to the election officer an argument in favor of a ballot proposition.
  - (ii) To prepare an argument for or against a ballot proposition, an eligible voter shall file a request with the election officer at least 65 days before the election at which the ballot proposition is to be voted on.
- (b) If two or more eligible voters wish to submit an argument for, or an argument against, a ballot proposition, the election officer shall designate one of the eligible voters to submit the argument.
- (c)(i) An eligible voter who submits an argument under this section shall:
  - (A) ensure that the argument does not exceed 500 words in length;
  - (B) submit the argument to the election officer no less than 60 days before the determination date; and
  - (C) include with the argument the eligible voter's name, residential address, postal address, email address if available, and phone number.
- (ii) An election officer shall refuse to accept and publish an argument that is submitted after the deadline described in Subsection (2)(c)(i)(B).
- (3)(a) An election officer who timely receives the arguments in favor of and against a ballot proposition shall, within one business day after the day on which the election officer receives both arguments, send, via email or mail:
  - (i) a copy of the argument in favor of the ballot proposition to the eligible voter who submitted the argument against the ballot proposition; and

(ii) a copy of the argument against the ballot proposition to the eligible voter who submitted the argument in favor of the ballot proposition.

(b) The eligible voter who submitted a timely argument in favor of the ballot proposition:

(i) may submit to the election officer a rebuttal argument of the argument against the ballot proposition;

(ii) shall ensure that the rebuttal argument does not exceed 250 words in length; and

(iii) shall submit the rebuttal argument no later than 45 days before the election day on which the ballot proposition will be submitted to the voters.

(c) The eligible voter who submitted a timely argument against the ballot proposition:

(i) may submit to the election officer a rebuttal argument of the argument in favor of the ballot proposition;

(ii) shall ensure that the rebuttal argument does not exceed 250 words in length; and

(iii) shall submit the rebuttal argument no later than 45 days before the election day on which the ballot proposition will be submitted to the voters.

(d) An election officer shall refuse to accept and publish a rebuttal argument that is submitted after the deadline described in Subsection (3)(b)(iii) or (3)(c)(iii).

(4)(a) Except as provided in Subsection (4)(b):

(i) an eligible voter may not modify an argument or rebuttal argument after the eligible voter submits the argument or rebuttal argument to the election officer; and

(ii) a person other than the eligible voter described in Subsection (4)(a)(i) may not modify an argument or rebuttal argument.

(b) The election officer, and the eligible voter who submits an argument or rebuttal argument, may jointly agree to modify an argument or a rebuttal argument in order to:

(i) correct factual, grammatical, and spelling errors; and

(ii) reduce the number of words to come into compliance with the requirements of this section.

(c) An election officer shall refuse to accept and publish an argument or rebuttal argument if the eligible voter who submits the argument or rebuttal argument fails to negotiate, in good faith, to modify the argument or rebuttal argument in accordance with Subsection (4)(b).

(5) An election officer may designate another eligible voter to take the place of an eligible voter described in this section if the original eligible voter is, due to injury, illness, death, or another circumstance, unable to continue to fulfill the duties of an eligible voter described in this section.

(6) The election officer of a taxing entity shall:

(a) post the arguments and rebuttal arguments on the Statewide Electronic Voter Information Website as described in Section 20A-7-801 for 30 consecutive days before the determination date;

(b) if a taxing entity has a public website, post all arguments and rebuttal arguments in a prominent place on the taxing entity's public website for 30 consecutive days before the determination date; and

(c) if the taxing entity publishes a newsletter or other periodical, post all arguments and rebuttal arguments in the next scheduled newsletter or other periodical published before the determination date.

(7) When posting an argument and rebuttal argument under Subsection (6), the election officer of a taxing entity shall ensure that:

(a) a rebuttal argument is posted in the same manner as a direct argument;

(b) each rebuttal argument follows immediately after the direct argument that it seeks to rebut; and

(c) information regarding the public meeting required by Section 59-1-1605 follows immediately after the posted arguments, including the date, time, and place of the public meeting.

#### **Credits**

Laws 2014, c. 356, § 5, eff. May 13, 2014; Laws 2016, c. 53, § 3, eff. May 10, 2016.

U.C.A. 1953 § 59-1-1604, UT ST § 59-1-1604

Current through 2016 Third Special Session

**GRAND COUNTY  
COUNTY COUNCIL MEETING  
SEPTEMBER 6, 2016**

Agenda Item: H

<b>TITLE:</b>	Approving proposed purchase of new Ford truck for the Sand Flats Recreation Area (SFRA)
<b>FISCAL IMPACT:</b>	\$32,440.50 (\$62,500 budgeted in capital improvements that will not be used this year)
<b>PRESENTER:</b>	Andrea Brand, Director, Sand Flats Recreation Area (SFRA)

**Name & Contact Information:**

Andrea Brand  
Director, Sand Flats  
Recreation Area,  
Moab, UT 84532  
435-259-1386  
abrand@  
grandcountyutah.net

**FOR OFFICE USE ONLY:  
Attorney Review:**

NA

**RECOMMENDATION:**

I move to approve the proposed purchase of a new Ford truck for SFRA from Ken Garff Ford under State Contract in the amount of \$32,440.50 and authorize the Chair to sign all associated documents.

**BACKGROUND:**

Sand Flats would like to purchase a new Ford pickup truck for patrol and maintenance and to comfortably carry four employees when needed. The purchase of this truck would allow Sand Flats to rotate its vehicles.

The current patrol truck, a 2003 Ford 150 with over 125,000 off highway miles would become the booth vehicle. The current booth vehicle which is driven to the booth and back each day is a 1995 Ford Explorer with 148,000 miles that was transferred to Sand Flats from the Sheriff's department around 2006. The Explorer would then be used for errands around town and no longer be driven up and down the steep hill to Sand Flats.

This purchase was discussed and assisted by the Grand County Fleet Manager, Cody McKinney who pointed out that both old trucks have high mileage and it would be best to avoid increased maintenance costs on these old trucks by reducing their mileage and put the mileage on a newer and safer truck. Director also researched and received quotes under state contract for a Silverado 1500 by Chevrolet. The quotes were almost identical but the Silverado did not rate as well on Consumer Reports.

In Sand Flats 2015 Business Plan one of Sand Flats' priorities for future expenditures is to purchase a new patrol truck within 1-2 years. SFRA has money in budget allocated for new office space that will not be spent this year.

**ATTACHMENT(S):**

Quotes on 2017 Ford 150 truck (state contract)

==>

Dealer: F56557

2017 F-150

Page: 1 of 2

Order No: Q001 Priority: K2 Ord FIN: QS050 Order Type: 5B Price Level: 725

Ord PEP: 101A Cust/Flt Name: GRAND COUNTY PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
W1E	F150 4X4 CREW	\$38325	\$36409.00	PRO TRAILER AST		
	157" WHEELBASE			SYNC		
YZ	OXFORD WHITE			53C MAX TRAILER TOW	1095	1008.00
W	CLTH BUCKT SEAT	295	272.00	.TRL BRAKE CONTR		
G	MED EARTH GRAY			55A FX4 OFF ROAD	770	709.00
101A	EQUIP GRP	2255	2075.00	.SKID PLATES		
	.XL SERIES			AM/FM CD		
	.POWER EQUIP GRP					
	.CRUISE CONTROL			TOTAL BASE AND OPTIONS	47330	41744.44
99G	3.5L V6 GTDI	500	460.00	XL MID DISCOUNT	(750)	(691.00)
44G	ELEC 10-SPDAUTO	500	460.00	TOTAL	46580	41053.44
T8C	LT275/65R18C	NC	NC	*THIS IS NOT AN INVOICE*		
	7850# GVWR					
	FRT LICENSE BKT	NC	NC	* MORE ORDER INFO NEXT PAGE *		
	SELECTSHIFT				F8=Next	

F1=Help                      F2=Return to Order                      F3/F12=Veh Ord Menu  
 F4=Submit                      F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC082541

State Base price \$ 25941<sup>50</sup>  
 Options \$ 7190  
 -----  
 \$ 33131<sup>50</sup>  
 < \$ 691<sup>00</sup> XL Discount >  
 -----  
 \$ 32440

**Ken Garff** | American Fork  
**Ford**

Phone: 801-763-6800  
Cell: 801-362-1261  
Fax: 801-763-6895  
jme@kengarff.com

**JIM ELLIOTT**  
COMMERCIAL FLEET MANAGER

597 East 1000 South  
American Fork, UT 84003  
www.kengarfford.com

Quote Price \$ 32440<sup>50</sup>  
 Date \_\_\_\_\_  
 Customer Grand County

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Dealer: F56557

2017 F-150

Page: 2 of 2

Order No: Q001 Priority: K2 Ord FIN: QS050 Order Type: 5B Price Level: 725

Ord PEP: 101A Cust/Flt Name: GRAND COUNTY PO Number:

	RETAIL	DLR INV	TOTAL	RETAIL	DLR INV
AUTO START/STOP				\$46580	\$41053.44
627 HD PAYLOAD PKG	1500	1380.00	*THIS IS NOT AN INVOICE*		
.3.73 ELEC LOCK					
.EXT RANGE TANK					
64H 18" SILVER HDP	395	364.00			
76C REARVIEW CAMERA	250	231.00			
91V 110V/400W	250	231.00			
SP DLR ACCT ADJ		(1818.00)			
SP FLT ACCT CR		(1248.00)			
FUEL CHARGE		9.44			
B4A NET INV FLT OPT	NC	7.00			
DEST AND DELIV	1195	1195.00			

TOTAL BASE AND OPTIONS 47330 41744.44

XL MID DISCOUNT (750) (691.00)

F7=Prev

F1=Help F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC082541

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**SEPTEMBER 6, 2016**  
Agenda Item: I

<b>TITLE:</b>	Approving proposed project list to be submitted to the Grand County Transportation Special Service District for consideration of project funding for 2017
<b>FISCAL IMPACT:</b>	None
<b>PRESENTER(S):</b>	Bill Jackson, Grand County Road Supervisor

**Prepared By:**

Bill Jackson  
Grand County  
Road Supervisor

**FOR OFFICE USE ONLY:**

**Attorney Review:**

NA

**RECOMMENDATION:**

I move to approve the 2017 project list to be submitted to the Grand County Transportation Special Service District for consideration of funding and authorize the Chair to sign all associated documents.

**BACKGROUND:**

Every year a project list is presented to the Council for approval to be presented to the GCTSSD for consideration of funding submitted projects.

**ATTACHMENT(S):**

Proposed 2017 GCTSSD Project list

## 2017 PROPOSED GCTSSD PROJECTS

To: Grand County Council

From: Bill Jackson

Date: 9/6/16

PROJECT TYPE ESTIMATED COST

### CHIP SEAL

- |  |                  |
|--|------------------|
| 1. <u>Sand Flats Road</u>                | <u>\$150,000</u> |
| 2. <u>Thompson Springs(Old 6&amp;50)</u> | <u>\$75,000</u>  |
| 3. <u>HASTINGS ROAD</u>                  | <u>\$75,000</u>  |

### MATCH FUNDING

- |   |                 |
|---|-----------------|
| 1. <u>Kane Creek Road (FLAP Matching funds 6.77% FY 2018)</u> | <u>\$50,000</u> |
|---|-----------------|

### ROAD AND DRAINAGE IMPROVEMENTS

- |  |                 |
|--|-----------------|
| 1. <u>Mineral Bottom Concrete Repair</u> | <u>\$30,000</u> |
|--|-----------------|

### PAVED PATHWAY PRESERVATION

- |   |                 |
|---|-----------------|
| 1. <u>Seal approximately 5.75 miles</u> | <u>\$30,000</u> |
|---|-----------------|

<u>TOTAL</u>	<u>\$410,000</u>
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**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**SEPTEMBER 6, 2016**

Agenda Item: J

<b>TITLE:</b>	Ratifying the Chair's signature on a Federal Grant Application for expansion of the scope of the Environmental Assessment for the multi-phase runway upgrade at Canyonlands Field Airport
<b>FISCAL IMPACT:</b>	\$1,316.00
<b>PRESENTER(S):</b>	Judd Hill, Airport Manager

**Prepared By:**

Judd Hill  
Airport Manager

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**RECOMMENDATION:**

I move to ratify the Chair's signature on the new Federal grant application for pavement evaluation for the environmental assessment of the Airport's multi-phase runway upgrade, and authorize the Chair to sign all associated documents.

**BACKGROUND:**

The Airport received federal and state grants totaling over \$588,000 in 2015 (FY 2016) for the environmental assessment of the airport. This EA has been underway throughout 2016. During the assessment, it was determined by federal agencies to include all phases of the airport upgrade that were described in the new Airport Master Plan, not just the components associated with the first phase upgrade. As such, the EA is more comprehensive, but has taken more time.

In order to expand the scope of the EA, a second grant is needed for the evaluation of the pavement. This FAA grant (Federal ID# 3-49-0020-29-2016) will total \$52,632.00 of assistance, of which Grand County will be responsible for \$1,316.

The need for this grant application has arisen in the last two weeks, and needs to be submitted by September 9<sup>th</sup> to the FAA. The Airport Board has not discussed this grant because they last met on August 1<sup>st</sup>, and will not meet again until September 12<sup>th</sup>.

**ATTACHMENT(S):**

- 1) Federal Grant Application
- 2) Certification of Disclosure Regarding Potential Conflicts of Interest
- 3) Contractor Contractual Requirements
- 4) Title VI Checklist

**Application for Federal Assistance SF-424**

* 1. Type of Submission		* 2. Type of Application	* If Revision, select appropriate letter(s):
<input type="checkbox"/> Preapplication	<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> New	- Select One -
<input type="checkbox"/> Changed/Corrected Application	<input type="checkbox"/> Revision	<input type="checkbox"/> Continuation	* Other (Specify)

* 3. Date Received:	4. Application Identifier:
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5a. Federal Entity Identifier:	* 5b. Federal Award Identifier: 3-49-0020-028-2016
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**State Use Only:**

6. Date Received by State:	7. State Application Identifier:
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**8. APPLICANT INFORMATION:**

* a. Legal Name: Grand County, UT
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* b. Employer/Taxpayer Identification Number (EIN/TIN): 84-6000731	*c. Organizational DUNS: 021705520
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**d. Address:**

* Street1: 125 East Center Street	* Zip/ Postal Code: 84532
Street 2:	
* City: Moab	
County: Grand County	
* State: Utah	
Province:	
Country: USA	

**e. Organizational Unit:**

Department Name: Grand County	Division Name: Canyonlands Field Airport
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**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: Mr.	First Name: Judd
Middle Name: N/A	
* Last Name: Hill	
Suffix: N/A	

Title: Airport Manager
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Organizational Affiliation: Grand County
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* Telephone Number: (435) 259-4849	Fax Number: (435) 259-2574
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* Email: jhill@grandcountyutah.net
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**Application for Federal Assistance SF-424**

\*9. Type of Applicant 1: Select Applicant Type:

B. County Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

\* Other (specify):

\* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

\*12. Funding Opportunity Number: N/A

Title: N/A

13. Competition Identification Number: N/A

Title: N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Moab, Grand County, Utah

\* 15. Descriptive Title of Applicant's Project:

Pavement Evaluation for Environmental Assessment

**Attach supporting documents as specified in agency instructions.**

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\*a. Applicant: UT-3

\*b. Program/Project: UT-3

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\*a. Start Date: 08/31/2016

\*b. End Date: 06/01/2016

**18. Estimated Funding (\$):**

*a. Federal	_____	50,000.00
*b. Applicant	_____	1,316.00
*c. State	_____	1,316.00
*d. Local	_____	
*e. Other	_____	
*f. Program Income	_____	
*g. TOTAL	_____	52,632.00

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372

**\*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

Yes       No

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Ms.

\*First Name: Elizabeth

Middle Name: A.

\*Last Name: Tubbs

Suffix: N/A

\*Title: County Council Chair

\*Telephone Number: (435) 259-1346

Fax Number: (435) 259-2574

\* Email: etubbs@grandcountyutah.net

\*Signature of Authorized Representative:

*Elizabeth Tubbs*

\*Date Signed:

8-23-2016

**Application for Federal Assistance SF-424**

**\*Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

**INSTRUCTIONS FOR THE SF-424**

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry
1.	<p><b>Type of Submission: (Required)</b> Select one type of submission in accordance with agency instructions.</p> <ul style="list-style-type: none"> <li>• Preapplication</li> <li>• Application</li> <li>• Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date.</li> </ul>
2.	<p><b>Type of Application: (Required)</b> Select one type of application in accordance with agency instructions.</p> <ul style="list-style-type: none"> <li>• New – An application that is being submitted to an agency for the first time.</li> <li>• Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals.</li> <li>• Revision - Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. <ul style="list-style-type: none"> <li>A. Increase Award</li> <li>B. Decrease Award</li> <li>C. Increase Duration</li> <li>D. Decrease Duration</li> <li>E. Other (specify)</li> </ul> </li> </ul>
3.	<p><b>Date Received:</b> Leave this field blank. This date will be assigned by the Federal agency.</p>
4.	<p><b>Applicant Identifier:</b> Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.</p>
5a	<p><b>Federal Entity Identifier:</b> Enter the number assigned to your organization by the Federal Agency, if any.</p>
5b.	<p><b>Federal Award Identifier:</b> For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.</p>
6.	<p><b>Date Received by State:</b> Leave this field blank. This date will be assigned by the State, if applicable.</p>
7.	<p><b>State Application Identifier:</b> Leave this field blank. This identifier will be assigned by the State, if applicable.</p>
8.	<p><b>Applicant Information:</b> Enter the following in accordance with agency instructions:</p> <ol style="list-style-type: none"> <li>a. <b>Legal Name: (Required)</b> Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website.</li> <li>b. <b>Employer/Taxpayer Number (EIN/TIN): (Required):</b> Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444.</li> <li>c. <b>Organizational DUNS: (Required)</b> Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website.</li> <li>d. <b>Address:</b> Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US).</li> <li>e. <b>Organizational Unit:</b> Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the assistance activity, if applicable.</li> <li>f. <b>Name and contact information of person to be contacted on matters involving this application:</b> Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.</li> </ol>
9.	<p><b>Type of Applicant: (Required)</b>  Select up to three applicant type(s) in accordance with agency instructions:</p> <ol style="list-style-type: none"> <li>A. State Government</li> <li>B. County Government</li> <li>C. City or Township Government</li> <li>D. Special District Government</li> <li>E. Regional Organization</li> <li>F. U.S. Territory or Possession</li> <li>G. Independent School District</li> <li>H. Public/State Controlled Institution of Higher Education</li> <li>I. Indian/Native American Tribal Government (Federally Recognized)</li> <li>J. Indian/Native American Tribal Government (Other than Federally Recognized)</li> <li>K. Indian/Native American Tribally Designated Organization</li> <li>L. Public/Indian Housing Authority</li> <li>M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)</li> <li>N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)</li> <li>O. Private Institution of Higher Education</li> <li>P. Individual</li> <li>Q. For-Profit Organization (Other than Small Business)</li> <li>R. Small Business</li> <li>S. Hispanic-serving Institution</li> </ol>

Item	Entry
	T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)
10.	<b>Name Of Federal Agency:</b> (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
11.	<b>Catalog Of Federal Domestic Assistance Number/Title:</b> Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
12.	<b>Funding Opportunity Number/Title:</b> Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
13.	<b>Competition Identification Number/Title:</b> Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
14.	<b>Areas Affected By Project:</b> List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
15.	<b>Descriptive Title of Applicant's Project:</b> (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
16.	<b>Congressional Districts Of:</b> (Required) <b>16a.</b> Enter the applicant's Congressional District, and <b>16b.</b> Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5 <sup>th</sup> district, CA-012 for California 12 <sup>th</sup> district, and NC-103 for North Carolina's 103 <sup>rd</sup> district.
	<ul style="list-style-type: none"> <li>• If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland.</li> <li>• If nationwide, i.e. all districts within all states are affected, enter US-all.</li> <li>• If the program/project is outside the US, enter 00-000.</li> </ul>
17.	<b>Proposed Project Start and End Dates:</b> (Required) Enter the proposed start date and end date of the project.
18.	<b>Estimated Funding:</b> (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
19.	<b>Is Application Subject to Review by State Under Executive Order 12372 Process?</b> Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State Intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State.
20.	<b>Is the Applicant Delinquent on any Federal Debt?</b> (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. If yes, include an explanation on the continuation sheet.
21.	<b>Authorized Representative:</b> (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required), title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant.
	A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-100, Application for Federal Assistance (Development Projects)**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 49 CFR 18; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the FAA at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

### **INSTRUCTIONS FOR FORM 5100-100**

#### **PART II, SECTION A – Project Approval Information**

Negative answers will not require an explanation unless the federal agency requests more information at a later date. Provide supplementary data for all "Yes" answers in the space provided in accordance with the following instructions.

**Item 1** - Provide the name of the governing body establishing the priority system and the priority rating assigned to this project.

**Item 2** - Provide the name of the agency or board which issued the clearance and attach the documentation of status or approval

**Item 3** - Attach the clearinghouse comments for the application in accordance with the instructions contained in Office of Management and Budget Circular No. A-95. If comments were submitted previously with a preapplication, do not submit them again but any additional comments received from the clearinghouse should be submitted with this application.

**Item 4** - Furnish the name of the approving agency and the approval date.

**Item 5** - Show whether the approved comprehensive plan is State, local, or regional, or if none of these, explain the scope of the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.

**Item 6** - Show the Federal population residing or working on the federal installation who will benefit from this project.

**Item 7** - Show the percentage of the project work that will be conducted on federally-owned or leased land. Give the name of the Federal installation and its location.

**Item 8** - Briefly describe the possible beneficial and/or harmful impact on the environment because of the proposed project. If an adverse environment impact is anticipated, explain what action will be taken to minimize the impact. Federal agencies will provide separate instructions if additional data is needed.

**Item 9** - State the number of individuals, families, businesses, or farms this project will displace. Federal agencies will provide separate instructions if additional data is needed.

**Item 10** - Show the Federal Domestic Assistance Catalog number, the program name, the type of assistance, the status and amount of each project where there is related previous, pending, or anticipated assistance. Use additional sheets, if needed.

## **PART III – BUDGET INFORMATION – CONSTRUCTION**

### **SECTION A. GENERAL**

Show the Federal Domestic Assistance Catalog Number from which the assistance is requested. When more than one program or Catalog Number is involved and the amount cannot be distributed to the Federal grant program or catalog number on an over-all percentage basis, prepare a separate set of Part III forms for each program or Catalog Number.

However, show the total amounts for all programs in Section B of the *basic* application form.

**Item 2** – Show the functional or other categorical breakouts, if required by the Federal grantor agency. Prepare a separate set of Part III forms for each category

### **SECTION B. CALCULATION OF FEDERAL GRANT**

When applying for a new grant, use the Total Amount Column only. When requesting revisions of previously awarded amounts, use all columns.

**Item 1** - Enter amounts needed for administration expenses including such items as travel, legal fees, rental of vehicles and any other expense items expected to be incurred to administer the grant. Include the amount of interest expense when authorized by program legislation and also show this amount under Section E Remarks.

**Item 2** - Enter amounts pertaining to the work of locating and designing, making surveys and maps, sinking test holes, and all other work required prior to actual construction.

**Item 3** - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

**Item 4** - Enter basic fees for architectural engineering services.

**Item 5** - Enter amounts for other architectural engineering services, such as surveys, tests, and borings.

**Item 6** - Enter fees for inspection and audit of construction and related programs.

**Item 7** - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

**Item 8** - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

**Item 9** - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

**Item 10** - Enter the gross salaries and wages of employees of the grantee who will be directly engaged in performing demolition or removal of structures from developed land. This line should show also the cost of demolition or removal of improvements on developed land under a third party contract. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

**Item 11** - Enter amounts for the actual construction of, addition to, or restoration of a facility. Also, include in this category the amounts of project improvements such as sewers, streets, landscaping, and lighting.

**Item 12** - Enter amounts for equipment both fixed and movable exclusive of equipment used in construction. For example, include amounts for permanently attached laboratory tables, built-in audio visual systems, movable desks, chairs, and laboratory equipment.

**Item 13** - Enter amounts for items not specifically mentioned above.

**Item 14** - Enter the sum of Lines 1-13.

**Item 15** - Enter the estimated amount of program income that will be earned during the grant period and applied to the program.

**Item 16** - Enter the difference between the amount on Line 14 and the estimated income shown on Line 15.

**Item 17** - Enter the amounts for those items, which are a part of the project but not subject to Federal participation (See Section C, Line 26g, Column (1)).

**Item 18** - Enter the estimated amount for contingencies. Compute this amount as follows. Subtract from the net project amount shown on Line 16 the ineligible project exclusions shown on Line 17 and the amount, which is excluded from the contingency provisions shown in Section C, Line 26g, Column (2). Multiply the computed amount by the percentage factor allowed by the grantor agency in accordance with the Federal program guidance. For those grants, which provide for a fixed dollar allowance in lieu of a percentage allowance, enter the dollar amount of this allowance.

**Item 19** - Show the total amount of Lines 16, 17, and 18. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

**Item 20** - Show the amount of Federal funds requested exclusive of funds for rehabilitation purposes.

**Item 21** - Enter the estimated amounts needed for rehabilitation expense if rehabilitation grants to individuals are made for which grantees are reimbursed 100 percent by the Federal grantor agency in

accordance with program legislation. If the grantee shares in part of this expense, show the total amount on Line 13 instead of on Line 21 and explain in Section E.

**Item 22** - Show the total amount of the Federal grant requested.

**Item 23** - Show the amount from Section D, Line 27h.

**Item 24** - Show the amount from Section D, Line 28c.

**Item 25** - Self-explanatory.

### **SECTION C. EXCLUSIONS**

**Item 26 a-g** - Identify and list those costs in Column (1), which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

Show in Column (2) those project costs that are subject to Federal participation but are not eligible for inclusion in the amount used to compute contingency amounts as provided in the Federal grantor agency instructions.

### **SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

**Item 27 a-g** - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

**Item 27h** - Show the total of Lines 27 a-g. This amount must equal the amount shown in Section B, Line 23.

**Item 28a** - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash contribution, explain what the contribution will consist of under Section E Re-marks.

**Item 28b** - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E Remarks.

**Item 28c** - Show the total of Lines 28a and 28b. This amount must be the same as the amount shown in Section B, Line 24.

**Item 29** - Enter the totals of Line 27h and 28c

### **SECTION E. OTHER REMARKS**

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

## **PART IV – PROGRAM NARRATIVE**

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

### **1. OBJECTIVES AND NEED FOR THIS ASSISTANCE**

Pinpoint any relevant physical, economic, social, financial, institutional, or other problems requiring a solution.

Demonstrate the need for assistance and state the principal and subordinate objectives of the project. Supporting documentation or other testimonies from concerned interests other than the applicant may be used. Any relevant data based on planning studies should be included or footnoted.

### **2. RESULTS OR BENEFITS EXPECTED**

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

### **3. APPROACH**

- a.** Outline a plan of action pertaining to the scope and detail of how the proposed work will be accomplished for each grant program. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as design or technological innovations, reductions in cost or time, or extraordinary social and community involvements.
- b.** Provide each grant program monthly or quarterly quantitative projections of the accomplishments to be achieved, if possible. When accomplishments cannot be quantified, list the activities in chronological order to show the schedule of accomplishments and their target dates.
- c.** Identify the kinds of data to be collected and maintained, and discuss the criteria to be used to evaluate the results and success of the project. Explain the methodology that will be used to determine if the needs identified and discussed are being met and if the results and benefits identified in Item 2 are being achieved.
- d.** List each organization, cooperator, consultant, or other key individuals who will work on the project along with a short description of the nature of their effort or contribution.

### **4. GEOGRAPHIC LOCATION**

Give a precise location of the project and area to be served by the proposed project. Maps or other graphic aids may be attached.

**5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:**

- a.** Describe the relationship between this project and other work planned, anticipated, or underway under the Federal Assistance listed under Part II, Section A, Item 10.
- b.** Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c.** Discuss accomplishments to date and list in chronological order a schedule of accomplishments, progress, or milestones anticipated with the new funding re-quest. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope or objectives have changed or an extension of time is necessary, explain the circumstances and justify. If the total budget has been exceeded or if individual budget items have changed more than the prescribed limits contained in Attachment K, Office of Management and Budget Circular No. A-102, explain and justify the change and its effect on the project.

## Application for Federal Assistance (Development Projects)

### PART II – PROJECT APPROVAL INFORMATION

SECTION A	
<p><b>Item 1.</b> Does this assistance request require State, local, regional, or other priority rating?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Governing Body:</p> <p>Priority:</p>
<p><b>Item 2.</b> Does this assistance request require State, or local advisory, educational or health clearances?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Agency or Board:</p> <p>(Attach Documentation)</p>
<p><b>Item 3.</b> Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(Attach Comments)</p>
<p><b>Item 4.</b> Does this assistance request require State, local, regional, or other planning approval?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Approving Agency:</p> <p>Date:</p>
<p><b>Item 5.</b> Is the proposal project covered by an approved comprehensive plan?</p> <p style="text-align: center;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Check one: State <input type="checkbox"/></p> <p style="padding-left: 100px;">Local <input checked="" type="checkbox"/></p> <p style="padding-left: 100px;">Regional <input type="checkbox"/></p> <p>Location of Plan: Grand County, UT</p>
<p><b>Item 6.</b> Will the assistance requested serve a Federal installation?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation:</p> <p>Federal Population benefiting from Project:</p>
<p><b>Item 7.</b> Will the assistance requested be on Federal land or installation?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation:</p> <p>Location of Federal Land:</p> <p>Percent of Project:        %</p>
<p><b>Item 8.</b> Will the assistance requested have an impact or effect on the environment?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>
<p><b>Item 9.</b> Will the assistance requested cause the displacement of individuals, families, businesses, or farms?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Number of:</p> <p style="padding-left: 20px;">Individuals:</p> <p style="padding-left: 20px;">Families:</p> <p style="padding-left: 20px;">Businesses:</p> <p style="padding-left: 20px;">Farms:</p>
<p><b>Item 10.</b> Is there other related Federal assistance on this project previous, pending, or anticipated?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The sponsor has reviewed the City of Moab and Grand County development codes and zoning. This project is consistent with the existing plans

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The sponsor is not in default on any obligations to the United States or any agency of the United States Government.

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

There are no possible disabilities which might make it impossible to carry out the completion of the project.

**4. Consistency with Local Plans** – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The project is consistent with local plans.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

The project has given fair consideration to local interest and has been approved in an advertised public meeting.

**6. Consultation with Users** – In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

The project has taken into account User Consultation and has been approved in an advertised public meeting.

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

The project has taken into account public hearing feedback.

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

The project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There are no grants of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The Sponsor currently owns the subject property.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land\* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The Sponsor currently owns the subject property.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

The Sponsor currently owns the subject property.

\*State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

<b>SECTION A – GENERAL</b>			
1. Federal Domestic Assistance Catalog Number: _____			
2. Functional or Other Breakout: _____			
<b>SECTION B – CALCULATION OF FEDERAL GRANT</b>			
Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 0.00
2. Preliminary expense			0.00
3. Land, structures, right-of-way			0.00
4. Architectural engineering basic fees	52,632.00		52,632.00
5. Other Architectural engineering fees			0.00
6. Project inspection fees			0.00
7. Land development			0.00
8. Relocation Expenses			0.00
9. Relocation payments to Individuals and Businesses			0.00
10. Demolition and removal			0.00
11. Construction and project improvement			0.00
12. Equipment			0.00
13. Miscellaneous			0.00
14. Total (Lines 1 through 13)	52,632.00	0.00	52,632.00
15. Estimated Income (if applicable)			0.00
16. Net Project Amount (Line 14 minus 15)	52,632.00	0.00	52,632.00
17. Less: Ineligible Exclusions			0.00
18. Add: Contingencies			0.00
19. Total Project Amt. (Excluding Rehabilitation Grants)	52,632.00	0.00	52,632.00
20. Federal Share requested of Line 19	50,000.00		50,000.00
21. Add Rehabilitation Grants Requested (100 Percent)			0.00
22. Total Federal grant requested (lines 20 & 21)	50,000.00	0.00	50,000.00
23. Grantee share	1,316.00		1,316.00
24. Other shares	1,316.00		1,316.00
25. Total Project (Lines 22, 23 & 24)	\$ 52,632.00	\$ 0.00	\$ 52,632.00

**SECTION C – EXCLUSIONS**

Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. <b>Totals</b>	\$ 0.00	\$ 0.00

**SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

<b>27. Grantee Share</b>		
a. Securities		\$
b. Mortgages		
c. Appropriations (By Applicant)		1,316.00
d. Bonds		
e. Tax Levies		
f. Non Cash		
g. Other (Explain)		
h. TOTAL - Grantee share		1,316.00
<b>28. Other Shares</b>		
a. State		1316
b. Other		
c. Total Other Shares		1,316.00
<b>29. TOTAL</b>		\$ 2,632.00

**SECTION E – REMARKS**

**PART IV – PROGRAM NARRATIVE (Attach – See Instructions)**

**PART IV  
PROGRAM NARRATIVE**  
*(Suggested Format)*

<b>PROJECT :</b> Pavement Evaluation
<b>AIRPORT :</b> Canyonlands Field
<b>1. Objective:</b> Perform a geotechnical investigation to evaluate the pavement condition on the Runway.
<b>2. Benefits Anticipated:</b> Information gathered will enable the Sponsor and Engineer to assist in providing information for the environmental assessment.
<b>3. Approach:</b> (See approved Scope of Work in Final Application)
<b>4. Geographic Location:</b> The project will be for Canyonlands Field, Grand County, Utah.
<b>5. If Applicable, Provide Additional Information:</b>
<b>6. Sponsor's Representative:</b> (include address & telephone number) Judd Hill 125 East Center Street Moab, UT 84532 435-259-4849

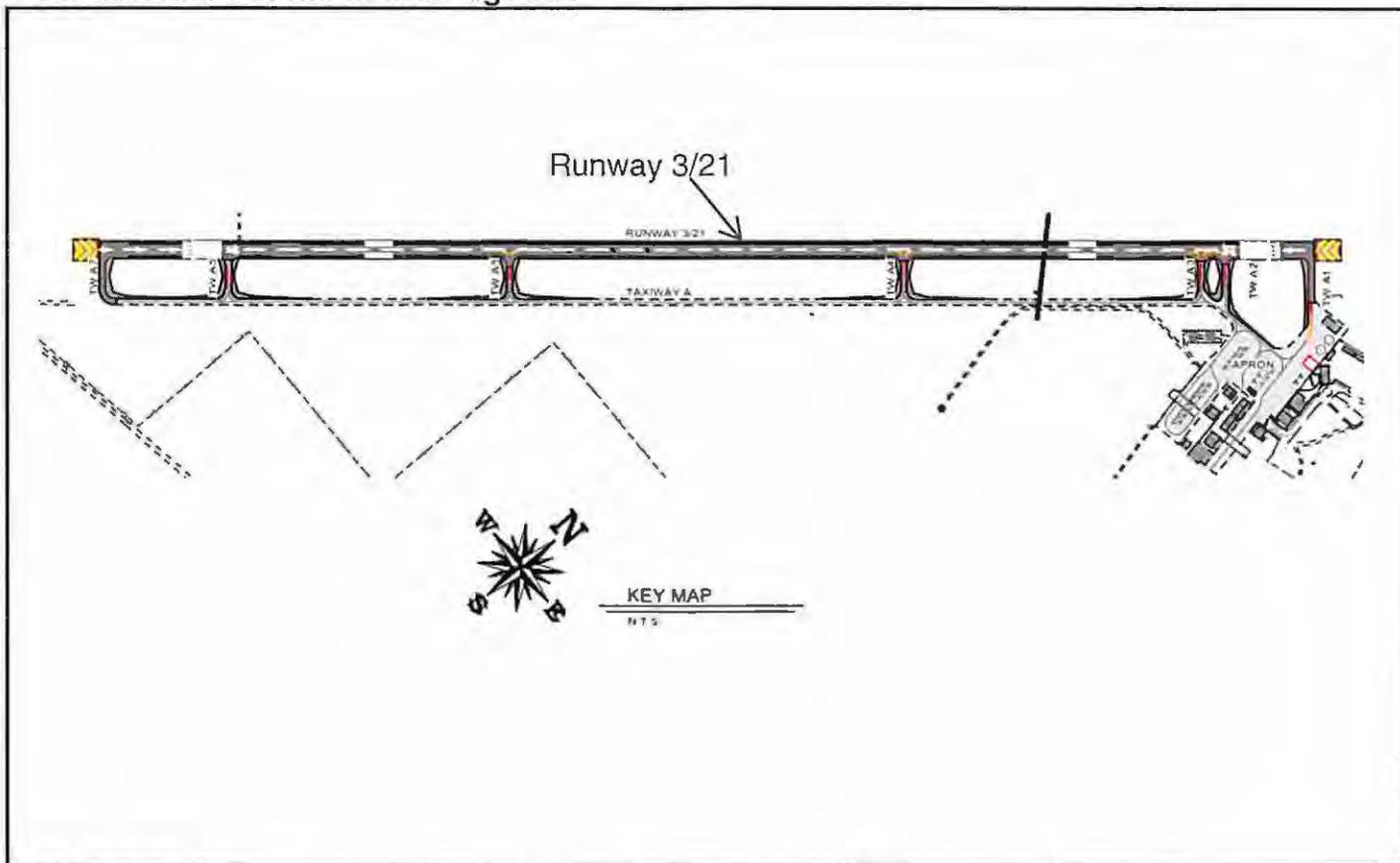
**CIP/PREAPPLICATION DATA SHEET**

AIRPORT: Canyonlands Field

LOCAL PRIORITY: \_\_\_\_\_

UPDATED: 8/11/2016

WORK ITEM: Pavement Investigation



**JUSTIFICATION:**

Provide cost impacts to pavement as part of the environmental assessment.

SPONSOR SIGNATURE: *Eizabeth Tubbs* DATE: 8-23-2016

**COST ESTIMATE:**

	Item			
ADMINISTRATION:	1.Admin		4.	\$
ENGINEERING:	2: Geotechnical Investigation	\$ 52,632	5:	\$
INSPECTION:	3:	\$	TOTAL:	\$52,632

**ADO USE:**

PREAPP NO: \_\_\_\_\_ GRANT NO: \_\_\_\_\_ NPIAS CODE: \_\_\_\_\_ WORK CODE: \_\_\_\_\_ FAA PRIOR: \_\_\_\_\_ FED \$ \_\_\_\_\_

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## **STANDARD DOT TITLE VI ASSURANCES**

Grand County (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
  - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
  - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
  - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - (b) the period during which the Sponsor retains ownership or possession of the property.
7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

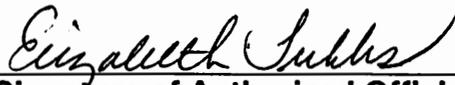
**STANDARD DOT TITLE VI ASSURANCES (Continued)**

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

**DATED** 8-23-2014

**Grand County, Ut**  
**(Sponsor)**

  
**(Signature of Authorized Official)**



## **ASSURANCES**

### **Airport Sponsors**

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#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### **B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

### 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

#### 1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

#### Federal Legislation

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

### **Executive Orders**

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

### **Federal Regulations**

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

### **Specific Assurances**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

### **Footnotes to Assurance C.1.**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

<sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**2. Responsibility and Authority of the Sponsor.**

**a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**b. Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.**
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.**
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.**
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.**
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.**
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.**

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
  - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
  - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
  - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
  - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
  - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

**c. Duration.**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

**d. Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

**“The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”**

**e. Required Contract Provisions.**

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

**32. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated \_\_\_\_\_ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA  
Airports**

## **Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects**

Updated: 2/11/2015

View the most current versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars)

<b>NUMBER</b>	<b>TITLE</b>
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

<b>NUMBER</b>	<b>TITLE</b>
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

<b>NUMBER</b>	<b>TITLE</b>
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures

<b>NUMBER</b>	<b>TITLE</b>
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY**

Updated: 3/7/2014

<b>NUMBER</b>	<b>TITLE</b>
150/5100-14E	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Improvement Program (AIP)
150/5370-12A	Quality Control of Construction for Airport Grant Projects

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**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION  
PROJECT PLANS AND SPECIFICATIONS**

Grand County, Utah	Canyonlands Field	3-49-0020-028-2016
<i>(Sponsor)</i>	<i>(Airport)</i>	<i>(Project Number)</i>
Pavement Evaluation <i>(Work Description)</i>		

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The plans and specifications were (will be) prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Specifications for the procurement of equipment are not (will not be) proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The development included (to be included) in the plans is depicted on the airport layout plan approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Development that is ineligible for AIP funding has been (will be) omitted from the plans and specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are (will be) included in the project specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. If a value engineering clause is incorporated into the contract, concurrence was (will be) obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. The plans and specifications incorporate (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- |  | Yes                                 | No                       | N/A                      |
|--|-------------------------------------|--------------------------|--------------------------|
| 8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been (will be) discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. The project was (will be) physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

Grand County, UT

*(Name of Sponsor)*

*Elizabeth A. Tubbs*

*(Signature of Sponsor's Designated Official Representative)*

Elizabeth A. Tubbs

*(Typed Name of Sponsor's Designated Official Representative)*

Grand County Council Chair Person

*(Typed Title of Sponsor's Designated Official Representative)*

*8 - 23 - 2016*

*(Date)*

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION  
EQUIPMENT/CONSTRUCTION CONTRACTS**

Grand County, Utah	Canyonlands Field	3-49-0020-028-2016
<i>(Sponsor)</i>	<i>(Airport)</i>	<i>(Project Number)</i>

Pavement Evaluation *(Work Description)*

Title 49, United States Code (USC), section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for equipment and construction contracts within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A code or standard of conduct is (will be) in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Qualified personnel are (will be) engaged to perform contract administration, engineering supervision, construction inspection, and testing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The procurement was (will be) publicly advertised using the competitive sealed bid method of procurement.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The bid solicitation clearly and accurately describes (will describe):			
a. The current Federal wage rate determination for all construction projects, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. All other requirements of the equipment and/or services to be provided.			
5. Concurrence was (will be) obtained from FAA prior to contract award under any of the following circumstances:			
a. Only one qualified person/firm submits a responsive bid,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. The contract is to be awarded to other than the lowest responsible bidder,			
c. Life cycle costing is a factor in selecting the lowest responsive bidder, or			
d. Proposed contract prices are more than 10 percent over the sponsor's cost estimate.			

- e.
6. All contracts exceeding \$100,000 require (will require) the following provisions:
    - a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent;
    - b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms; and
    - c. Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.
  7. All construction contracts contain (will contain) provisions for:
    - a. Compliance with the Copeland "Anti-Kick Back" Act, and
    - b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.
  8. All construction contracts exceeding \$2,000 contain (will contain) the following provisions:
    - a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and
    - b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.
  9. All construction contracts exceeding \$10,000 contain (will contain) appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.
  10. All contracts and subcontracts contain (will contain) clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.
  11. Appropriate checks have been (will be) made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

Grand County, UT

*(Name of Sponsor)*



*(Signature of Sponsor's Designated Official Representative)*

Elizabeth A. Tubbs

*(Typed Name of Sponsor's Designated Official Representative)*

Grand County Council Chair Person

*(Typed Title of Sponsor's Designated Official Representative)*

8-23-2014

*(Date)*

**U.S. DEPARTMENT OF TRANSPORTATION  
 FEDERAL AVIATION ADMINISTRATION  
 AIRPORT IMPROVEMENT PROGRAM  
 SPONSOR CERTIFICATION  
 SELECTION OF CONSULTANTS**

Grand County, Utah

Canyonlands Field

3-49-0020-028-2016

*(Sponsor)*

*(Airport)*

*(Project Number)*

Pavement Evaluation *(Work Description)*

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

	Yes	No	N/A
1. Solicitations were (will be) made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Consultants were (will be) selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A record of negotiations has been (will be) prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was (will be) obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The consultant services contracts clearly establish (will establish) the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Costs associated with work ineligible for AIP funding are (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Mandatory contact provisions for grant-assisted contracts have been (will be) included in consultant services contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not (will not be) used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was (will be) specifically described in the advertisement, and future work will not be initiated beyond five years.



I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

Grand County, UT

*(Name of Sponsor)*

*Elizabeth A. Tubbs*

*(Signature of Sponsor's Designated Official Representative)*

Elizabeth A. Tubbs

*(Typed Name of Sponsor's Designated Official Representative)*

Grand County Council Chair Person

*(Typed Title of Sponsor's Designated Official Representative)*

8-23-2016

*(Date)*

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION  
DRUG-FREE WORKPLACE**

Grand County, Utah

Canyonlands Field

3-49-0020-028-2016

*(Sponsor)*

*(Airport)*

*(Project Number)*

Rehabilitate Taxiway Lighting *(Work Description)*

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been (will be) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been (will be) established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been (will be) given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been (will be) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:			
a. Abide by the terms of the statement; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.			
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.			
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

Grand County, UT

*(Name of Sponsor)*

*Elizabeth A. Tubbs*

*(Signature of Sponsor's Designated Official Representative)*

Elizabeth A. Tubbs

*(Typed Name of Sponsor's Designated Official Representative)*

Grand County Council Chair Person

*(Typed Title of Sponsor's Designated Official Representative)*

8-23-2014

*(Date)*

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION  
REAL PROPERTY ACQUISITION**

Grand County, Utah

Canyonlands Field

3-49-0020-028-2016

*(Sponsor)*

*(Airport)*

*(Project Number)*

Pavement Evaluation *(Work Description)*

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in Title 49, Code of Federal Regulations (CFR), Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Uniform Act), as amended.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The sponsor's attorney or other official has (will have) good and sufficient title as well as title evidence on property in the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been (will be) extinguished, modified, or subordinated.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. If property for airport development is (will be) leased, the following conditions have been met:			
a. The term is for 20 years or the useful life of the project,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. The lessor is a public agency, and			
c. The lease contains no provisions that prevent full compliance with the grant agreement.			
4. Property in the project is (will be) in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was (will be) obtained for the following:			
a. The right of flight,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. The right of ingress and egress to remove obstructions, and			
c. The right to restrict the establishment of future obstructions.			

	Yes	No	N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include (will include) the following:			
a. Valuation data to estimate the current market value for the property interest acquired on each parcel, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections.			
8. Each appraisal has been (will be) reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to FAA for review.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. A written offer to acquire each parcel was (will be) presented to the property owner for not less than the approved amount of just compensation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Effort was (will be) made to acquire each property through the following negotiation procedures:			
a. No coercive action to induce agreement, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Supporting documents for settlements included in the project files.			
11. If a negotiated settlement is not reached, the following procedures were (will be) used:			
a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Supporting documents for awards included in the project files.			
12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was (will be) established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were (will be) provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

Grand County, UT

*(Name of Sponsor)*

*Elizabeth A. Tubbs*

*(Signature of Sponsor's Designated Official Representative)*

Elizabeth A. Tubbs

*(Typed Name of Sponsor's Designated Official Representative)*

Grand County Council Chair Person

*(Typed Title of Sponsor's Designated Official Representative)*

*8-23-2014*

*(Date)*

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
AIRPORT IMPROVEMENT PROGRAM  
SPONSOR CERTIFICATION  
CONSTRUCTION PROJECT FINAL ACCEPTANCE**

Grand County, Utah

Canyonlands Field

3-49-0020-028-2016

*(Sponsor)*

*(Airport)*

*(Project Number)*

Pavement Evaluation *(Work Description)*

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in Title 49, Code of Federal Regulations, Part 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were (will be) determined to be qualified as well as competent to perform the work.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Daily construction records were (will be) kept by the resident engineer/construction inspector as follows:			
a. Work in progress,			
b. Quality and quantity of materials delivered,			
c. Test locations and results,			
d. Instructions provided the contractor,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Weather conditions,			
f. Equipment use,			
g. Labor requirements,			
h. Safety problems, and			
i. Changes required.			
3. Weekly payroll records and statements of compliance were (will be) submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. All tests specified in the plans and specifications were (will be) performed and the test results documented as well as made available to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. For any test results outside of allowable tolerances, appropriate corrective actions were (will be) taken.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
7. Payments to the contractor were (will be) made in compliance with contract provisions as follows:			
a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.			
8. The project was (will be) accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. A final project inspection was (will be) conducted with representatives of the sponsor and the contractor and project files contain documentation of the final inspection.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Work in the grant agreement was (will be) physically completed and corrective actions required as a result of the final inspection is completed to the satisfaction of the sponsor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Applicable close out financial reports have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

Grand County, UT

*(Name of Sponsor)*

*Elizabeth A. Tubbs*

*(Signature of Sponsor's Designated Official Representative)*

Elizabeth A. Tubbs

*(Typed Name of Sponsor's Designated Official Representative)*

Grand County Council Chair Person

*(Typed Title of Sponsor's Designated Official Representative)*

*8-23-2014*

*(Date)*

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## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

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Sponsor: Grand County Utah  
Airport: Canyonlands Field Airport  
Project Number: 3-49-0020-29-2016  
Description of Work: Pavement Evaluation for Environmental Assessment

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting “yes” represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting “No” represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If “No” is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor’s and sub-recipient’s officers, employees, or agents, or by contractors or their agents.

Yes  No

2. The sponsor’s or sub-recipient’s officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes  No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes  No

Attach documentation clarifying any above item marked with "no" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 5th day of September, 2016.

Name of Sponsor: Grand County Utah

Name of Sponsor's Authorized Official: Elizabeth Tubbs

Title of Sponsor's Authorized Official: Grand County Council Chair

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

## CONTRACTOR CONTRACTUAL REQUIREMENTS

### ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

## **CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS**

### **ATTACHMENT 2**

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
  
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS  
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

**AIRPORT:** Canyonlands Field Airport

**LOCATION:** Grand County, Utah

**AIP PROJECT NO.:** 3-49-0020-29-2016

**STATEMENTS APPLICABLE TO THIS PROJECT**

- X a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Canyonlands Field Airport.
- X b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- X c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Canyonlands Field Airport, and they have been informed regarding the scope and nature of this project.
- X d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

**BY:** Judd Hill **DATE:** 09/05/2016

**TITLE:** Grand County Airport Manager

**SPONSORING AGENCY:** Grand County, Utah

**NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.**

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed \_\_\_\_\_ Date 9/5/2016  
Sponsor's Authorized Representative

Title Elizabeth Tubbs, Grand County Council Chair

**TITLE VI PRE-AWARD SPONSOR CHECKLIST**

**Airport/Sponsor:** Grand County Utah

**AIP #:** 3-49-0020-29-2016

**Project Description(s):** Pavement Evaluation for Environmental Assessment

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.  
[X] None
  
- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.  
[X] None (If "None", continue with questions 3 and 4).
  
- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.  
[X] None
  
- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.  
[X] None

**To be completed by the Civil Rights Staff**

**Review completed and approved:** \_\_\_\_\_  
Signature

**Date:** \_\_\_\_\_

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

**Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009**

**CONSENT AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**SEPTEMBER 6, 2016**

Consent Agenda Item: K-O

<b>TITLE:</b>	<p>K. Approving proposed Utah Department of Transportation (UDOT)– Aeronautics “Purchase Aircraft Operations Counter” Grant Agreement at Canyonlands Field</p> <p>L. Approving proposed Amendment No. 1 to the Moab Information Center Sublease Agreement dated January 2, 2013, to correct the five-year term-ending date from December 31, 2018 to December 31, 2017</p> <p>M. Approving proposed amendment to the Memorandum of Understanding (MOU) between Grand County and the Housing Authority of Southeastern Utah (HASU) to reduce reporting to twice per year</p> <p>N. Ratifying the Chair’s signature on a letter of support for the Intergenerational Poverty Initiative Community Planning Grant Application</p> <p>O. Ratifying the Chair’s signature on the amended Arroyo Crossing Development Agreement</p>
<b>FISCAL IMPACT:</b>	See Corresponding Agenda Summary, if any
<b>PRESENTER(S):</b>	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**  
**SEPTEMBER 6, 2016**

Agenda Item: K

<b>TITLE:</b>	Approving Utah Department of Transportation (UDOT) – Aeronautics “Purchase Aircraft Operations Counter” Grant Agreement at Canyonlands Field
<b>FISCAL IMPACT:</b>	\$2,790 grant, no cost for County
<b>PRESENTER(S):</b>	Judd Hill, Airport Manager

**Prepared By:**

Judd Hill  
Airport Manager

**FOR OFFICE USE ONLY:**

**Attorney Review:**

None requested

**RECOMMENDATION:**

I move to approve Utah Department of Transportation (UDOT) – Aeronautics “Purchase Aircraft Operations Counter” Grant Agreement at Canyonlands Field in the amount of \$2,790 and authorize the Chair to sign all associated documents.

**BACKGROUND:**

In 2015, Canyonlands Field staff purchased the Invisible Intelligence General Audio Recording Device (GARD) system for \$3,100. The GARD system records all aircraft radio transmissions, and calculates the number of operations at the airport.

Through discussions with the UDOT-Aeronautics, the state determined that all airports (without control towers) in the state should have this system. They also determined that due to the benefits it provides, it was worthwhile to pay to have these systems installed at all airports.

The Grant that is being offered to other airports for the purchase of the system is 90% of the \$3,100 purchase price (\$2,790).

Since Grand County already purchased the system out of the 2015 operating budget of the airport, the State would like to issue us a grant to reimburse us for 90% of our out-of-pocket cost.

**ATTACHMENT(S):**

- 1) UDOT- Aeronautics Grant Agreement for ‘Purchase Aircraft Operations Counter’.

**UTAH DEPARTMENT OF TRANSPORTATION**

**AERONAUTICAL OPERATIONS DIVISION**

**PROJECT APPLICATION AND GRANT AGREEMENT  
FOR STATE AID FOR DEVELOPMENT OF PUBLIC AIRPORTS**

**Part 1 - Project Information**

**Grand County** (hereinafter called the “Sponsor”) hereby makes application to the Utah Department of Transportation (hereinafter called the “State”) for a grant of state funds pursuant to Title 72, Chapter 10, Aeronautics Act, for the purpose of aiding in financing an improvement project (hereinafter called the “project”) for the development of the **Moab-Canyonlands Field**, (hereinafter called the “Airport”) located in **Grand County**.

It is proposed that the Project consists of the following described airport improvements or development:

**Purchase Aircraft Operations Counter**

as shown on the attached map accompanied by a detailed engineering cost estimate showing each item in the Project by description, quantity, unit cost, total cost, engineering and contingencies. [The map will show (1) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto: (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed non-aviation areas and of all existing and proposed improvements thereon including the access road; and (4) airport vicinity zoning.] It is understood that the State will approve in writing the project plans and specifications before start of construction.

The estimated total project is \$ 3,100. The requested State share of the project is \$ 2,790 which is 90.0% of the project cost.

Other governmental agencies granting money to the project are

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The Project engineer is intended to be \_\_\_\_\_.  
The FAA Project No. is N/A (if applicable)

**Part II - Representations**

The Sponsor hereby represents and certifies as follows:

1. Legal Authority - The Sponsor has the legal power and authority to :
  - (1) do all things necessary in order to undertake and carry out the Project in conformity with applicable statutes;
  - (2) accept, receive, and disburse grants of funds from the State in aid of the Project;
  - (3) carry out all of the provisions of Parts III and IV of this document.
2. Funds - The Sponsor now has \$ 310 available for use in defraying its share of the Project.

### Part III – Sponsor’s Assurances

In consideration for grant monies made available to the airport, the Sponsor hereby covenants and agrees with the State, as follows:

1. The Sponsor will operate the Airport as such for the use and benefit of the public throughout the useful life of the facilities developed under this Project, but in any event for at least ten (10) years from the date hereof. The furtherance of this covenant, (but without limiting its general applicability and effect) the Sponsor specifically agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds, and classes; provided, that the Sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport; and provided further, that the Sponsor may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary - (a) For safe and efficient use of the Airport; (b) To keep operation activities within acceptable noise levels; To serve the civil aviation needs of the public.

2. The Sponsor covenants and agrees that, unless authorized by the State, it will not either directly or indirectly, grant or permit any person, firm, or corporation the exclusive right at the Airport or at any other Airport now or hereafter owned or controlled by it, to conduct any aeronautical activities, including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

3. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

a. That in its operation and the operation of all facilities on the airport, neither it nor any person or organization occupying space of facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the Airport.

b. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render to the public any service (including the furnishing or sale of any aeronautical parts, materials, or supplies) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

(1) To furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) To charge fair, reasonable, and not unjustly discriminatory prices for each unit or

service; Provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform.

d. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection b, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection b.

4. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of non-aviation products and supplies or any service of a non-aeronautical nature or to obligate the Sponsor to furnish any particular non-aeronautical service at the Airport.

5. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, or the State, and will not permit any activity or uses thereon which would interfere with its use for airport purposes; Provided that nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; and provided further, that nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.

6. Insofar as it is within its power and reasonably possible, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired, or may hereafter acquire, property interests permitting it to so control the use made of the surface of the land. In addition the Sponsor will clear said area or areas of any existing structure or any natural growth that constitutes an obstruction to airspace within the standards established by said Part 77 unless exceptions to or deviations from the aforementioned obligations have been granted to it in writing by the State.

7. The Sponsor will furnish the State with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the State, or may be submitted in such manner as the Sponsor elects as long as the essential data is furnished. The Airport and all Airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments will be made available for inspection and audit by the State, or his duly authorized representative upon reasonable request. The sponsor will furnish to the State a true copy of any such documents.

8. The Sponsor will furnish Utah's Division of Aeronautics on a semi-annual basis a list of all aircraft which have been based at the airport for more than 6 months, out of the last 12 months. The list shall include the aircraft tail numbers with the owner's current name and address.

9. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency found by the State to be eligible to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these covenants.

10. The Sponsor will keep up to date, by amendment, the attached map of the Airport showing:

- (1) The boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto;
- (2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
- (3) The location of all existing and proposed non-aviation areas and of all existing improvements thereon, including the access road, said attached map, and each amendment, revision, or modification thereof, shall be subject to the approval of the State which approval shall be evidenced by the signature of a duly authorized representative of the State on the face thereof. The Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities that might adversely affect the safety, utility, or efficiency of the Airport.
- (4) Airport vicinity zoning.

11. Insofar as is within its power and to the extent reasonable, the Sponsor will take action to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes

compatible with normal airport operations including landing and takeoff of aircraft.

12. The Sponsor will not dispose of, or abandon in any manner, any portion of the Airport shown on the approved map without the written consent of the State.

13. It is understood and agreed that as to the land acquired or to be acquired for future development of the airport, the Sponsor will construct and complete thereon a useful and usable facility consistent with the State Airport System Plan not later than the time of forecasted need; and if the land so acquired or any part thereof, is not used within the forecast period for the purpose for which it was acquired, the Sponsor will refund the State share of acquisition cost or fair market value of the land, whichever is greater, plus the State share of net revenue, at the time of sale or expiration of the period stated in this agreement. It is further understood and agreed that the Sponsor will deposit all net revenues derived from the interim use of the land into a special fund to be used exclusively for approved items of airport development, but in no case may the State share of such funds be used to match State aid funds in future grants. It is still further understood and agreed that the Sponsor will not dispose of the land by sale, lease, or otherwise without the prior consent and approval of the State.

14. The Sponsor will maintain, at its own expense, the following aeronautical use items and activities:

- (1) A standard, mounted windsock for observation of wind direction and velocity from the ground and while airborne together with a standard segmented circle, both in good repair.
- (2) Enforcement of zoning in the vicinity of airports to minimize environmental problems associated with aeronautical uses.
- (3) A current license issued by the State designating the Airport for public use.
- (4) Runway or boundary lights in good repair and on from dusk to dawn of each calendar day.
- (5) The runway, taxiways, and apron in a state of good repair which would include annual crack filling and mowing of vegetation at least 15 feet outside of hard surfaced areas as necessary to maintain a weed height of not more than 12 inches.
- (6) The boundary fence, when in place, in a state of good repair.
- (7) The main runway, associated taxiway and apron to be cleared of snow as soon as practical after a snowstorm and the airport to remain open for use during these months.

15. It is understood that the State will participate in the amount of grant monies herein mentioned in the engineering estimate or in the herein mentioned per cent share of the actual project cost, whichever is least.

16. In the event the State does not grant monies under this application, the covenants herein mentioned shall not become effective.

17. Sponsor shall have no authorization to bind the State of Utah or the Utah Department of Transportation, or its Aeronautical Operations Division to any agreement, settlement, liability or understanding whatsoever, nor to perform any acts as agent for the State of Utah, except as herein expressly set forth.

18. Sponsor hereby agrees to indemnify and save harmless the State of Utah, Utah Department of Transportation, and Aeronautical Operations Division, and their officers, agents, and employees from and against any and all loss, damages, injury, and liability, and any claims therefore, including claims for personal injury or death, damages to personal property and liens of workmen and materialmen, howsoever caused, resulting directly or indirectly from the performance of this agreement or from the use or operation of the airport improvements and facilities being purchased, constructed or otherwise developed under this agreement.

**Part IV - Project Agreement and Acceptance**

If the Project or any portion thereof is approved by the State, and State aid for such approved Project is accepted by the Sponsor, it is understood and agreed that all airport development included in such Project will be accomplished in accordance with the plans and specifications for such development, as approved by the State, and the herein assurances with respect to the Project and the Airport.

IN WITNESS WHEREOF, The parties hereto do hereby ratify and adopt all statements, representatives, warranties, covenants, and agreements contained or referenced herein and do hereby cause this document to be executed in accordance with the terms and conditions here of.

Executed for the Sponsor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
(Name of Sponsor)

By \_\_\_\_\_

Title \_\_\_\_\_

Attest \_\_\_\_\_  
Recorder

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for \_\_\_\_\_  
(herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing document and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Utah, and further that, in my opinion, said Agreement constitutes a legal and bind obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Title \_\_\_\_\_

AERONAUTICAL OPERATIONS DIVISION

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Director

APPROVED:

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UDOT Legal Counsel

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Finance

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**SEPTEMBER 6, 2016**

Agenda Item: L

<b>TITLE:</b>	Approving proposed Amendment No. 1 to the Moab Information Center Sublease Agreement dated January 2, 2013, to correct the five-year term-ending date from December 31, 2018 to December 31, 2017
<b>FISCAL IMPACT:</b>	none
<b>PRESENTER(S):</b>	None (Consent Agenda Item)

**Prepared By:**

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

**FOR OFFICE USE ONLY:**

**Attorney Review:**

None requested

**RECOMMENDATION:**

I move to approve the proposed Amendment No. 1 to the Moab Information Center Sublease Agreement dated January 2, 2013, to correct the five-year term-ending date from December 31, 2018 to December 31, 2017, and authorize the Chair to sign all associated documents.

**BACKGROUND:**

An error was discovered in the term-ending date. Amendment No. 1, to be made a part of the Sublease Agreement, corrects the date.

**ATTACHMENT(S):**

1. Proposed Amendment No. 1 to MIC Sublease Agreement
2. MIC Sublease Agreement

**AMENDMENT NO. 1 TO MOAB INFORMATION CENTER  
SUBLEASE AGREEMENT  
DATED JANUARY 2, 2013**

This Amendment No. 1, dated September 6, 2016, is hereby made an integral part of the Moab Information Center Sublease Agreement by and between **Canyonlands Natural History Association**, a Utah non-profit corporation and **Grand County** dated January 2, 2013. The purpose of this amendment is to correct the term-ending date in the following section to read as follows:

**SUBLEASE OF PREMISES**

**1.2 Sublease Term**

This sublease shall be for a term of five (5) years beginning on January 1, 2013 and expiring on December 31, 2017. CNHA shall have the option to renew the sublease for an additional five-year term upon written notification of the intent to do so at least six (6) months prior to the expiration of this sublease agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first set forth above.

**CANYONLANDS NATURAL HISTORY ASSOCIATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Roxanne Bierman, Executive Director

**GRAND COUNTY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Elizabeth A. Tubbs, Grand County Council Chair

## **MOAB INFORMATION CENTER SUBLEASE AGREEMENT**

This sublease agreement is made and entered into this 2 day of January, 2013, By and between **Canyonlands Natural History Association**, a Utah non-profit corporation (hereinafter referred to as CNHA), and **Grand County**.

### RECITALS:

WHEREAS, CNHA and Grand County have an interest in providing a convenient and well operated information center for visitors to Southeastern Utah;

WHEREAS, Grand County has leased a 1.2 acre parcel of land located at the southeast corner of Center and Main Streets in Moab, Utah ("Plaza") for such an information center from the Visitor Information Center Authority of Grand County, Utah (hereinafter referred to as the Authority), a municipal building authority organized by Grand County;

WHEREAS, the Authority financed the purchase of such property and the construction of said facility from the proceeds of the sale of a lease revenue to the Permanent Community Impact Fund Board (the CIB);

WHEREAS, CNHA has extensive experience in managing information centers in the Moab, Utah area;

WHEREAS, CNHA, Grand County and other partners have successfully operated an information center at this location since September 1993;

WHEREAS, CNHA desires to sublease such property and improvements;

NOW THEREFORE, for and in consideration of the rents reserved hereunder and the terms and conditions hereof, Grand County hereby rents and subleases to CNHA, and CNHA takes and subleases from Grand County, the Premises (as defined below), all upon the following terms and conditions:

### 1. SUBLEASE OF PREMISES

#### 1.1 Sublease of Premises

Grand County hereby subleases and demises to CNHA, and CNHA hereby accepts from Grand County, subject to and with the benefit of the terms and provisions of

this sublease, that certain real property as previously described, together with all improvements thereon.

### 1.2 Sublease Term

This sublease shall be for a term of five (5) years beginning on January 1, 2013 and expiring on December 31, 2018. CNHA shall have the option to renew the sublease For an additional five-year term upon written notification of the intent to do so at least six (6) months prior to the expiration of this sublease agreement.

### 1.3 Sublease Payments

Sublease payments under this agreement will have a base rent of Two Thousand Three Hundred Dollars (\$2,300) per month payable of the first day of each month beginning January 1, 2013. At the end of each calendar year, if CNHA realizes a net profit over \$15,000 the County will receive an extra lease payment of \$2,760 or 10% of the base payment.

### 1.4 Late Charges

If for whatever reason CNHA does not remit to Grand County the full amount of sublease payment due for a particular month, within five working days of the first day of the month, CNHA agrees to remit a late charge of five (5) percent of the payment due.

## 2. USE

### 2.1 Permitted Use

CNHA shall not use nor permit or suffer the use of the subleased premises for any purpose for which transient room tax revenues may not be used under Utah law. Grand County has determined that use of the subleased premises and an information center and retail outlet for the publications, products and services sold by CNHA is a use that meets these requirements.

### 2.2 Compliance with Laws

CNHA shall, at its sole cost and expense, promptly comply with all local, state and federal laws, now in force or which may hereafter be in force with respect to CNHA's use and occupancy of the subleased premises.

### 2.3 CNHA's Covenant

CNHA, upon fully complying with and promptly performing all the terms and conditions of this sublease, and upon the prompt and timely payment of all sums

due hereunder, shall have and quietly enjoy the subleased premises for the sublease term set forth herein.

### 3. UTILITIES AND LICENSES

#### 3.1 Utilities

CNHA shall pay before delinquency, at its sole cost and expense, all charges for water, gas, electricity, sewer service and other utility charged or attributed to the subleased premises.

#### 3.2 Licenses

CNHA shall be liable for, and shall pay throughout the sublease term, all license and excise fees and occupation taxes covering the business conducted on the subleased premises.

### 4. MAINTENANCE OF SUBLEASED PREMISES

#### 4.1 Maintenance by CNHA

CNHA agrees to provide, at its sole cost and expense, all cleaning and minor maintenance costs of the facility, both interior and exterior during the term of the sublease. In the event that CNHA enters into any contractual agreement with another entity to offset operating costs, CNHA agrees to be the responsible party for payment of these expenses.

#### 4.2 Maintenance and Repairs by Grand County

Grand County agrees to provide reasonable maintenance and repairs to the facility, both interior and exterior, including but not limited to structural damage, lighting, heating and cooling systems, interior carpeting, irrigation, all plumbing repair and replacement of plumbing fixtures or electrical as needed to assure that the facility is maintained in a safe and reasonable method for public contact.

#### 4.3 Maintenance of the Plaza

CNHA agrees to, at its cost and sole expense, keep or cause to be kept the Plaza in a neat and orderly condition, including the landscaping thereof, including the repair of any damage thereto. However, Grand County agrees to, at its own expense, provide regular mowing of the Plaza lawn(s) as well as trimming of large tree branches as necessitated for purposes of safety to property or person. Additionally, Grand County agrees to, at its own expense, repair and maintain the parking lot lighting, exterior rock walls and fencing on the subleased premises.

## 5. ALTERATIONS

### 5.1 Alterations by CNHA

CNHA shall not make any significant alterations, additions or improvements in or to the subleased premises without the prior written consent of Grand County. Any CNHA alterations, additions or improvements consented to by Grand County shall be made at CNHA's sole cost and expense. CNHA shall obtain any and all governmental permits, approvals and authorizations required in connection with any such work, and shall hold Grand County harmless for any and all liability, costs, damages, expenses (including attorney's fees) and any and all liens resulting therefrom. All alterations, additions and improvements to the subleased premises shall become part of the subleased premises without any obligation for payment from Grand County.

## 6. INSURANCE AND INDEMNITY

### 6.1 Insurance

During the entire sublease term, CNHA shall, at its expense, maintain liability insurance with a reputable insurance company, approved by Grand County, and with policy limits not less than those which shall be reasonably required by Grand County from time to time, which currently are a combined single limit of \$1,000,000 for personal injuries, and not less than \$500,000 per person per occurrence, and \$250,000 property damage per occurrence, to indemnify both Grand County and CNHA against any such claims, demands, losses, damages, liabilities and expenses. CNHA will maintain adequate replacement insurance coverage on the fixtures and sales stock maintained at the subleased premises at all times, and also agrees that if CNHA fails to do so, Grand County may purchase such insurance and add its cost to the monthly rent. CNHA agrees to provide evidence of current insurance coverage at the beginning of each calendar year.

### 6.2 Indemnity

Grand County shall not be liable for injury to any person, or for the loss of or damage to any property (including property of CNHA) occurring in or about the subleased premises from any cause whatsoever, except for Grand County's act or negligence. CNHA hereby indemnifies and holds Grand County harmless from and against, and agrees to defend Grand County against, any and all claims, liabilities, obligations, penalties, damages, costs and expenses (including attorney's fees) arising from CNHA's use of the subleased premises, the conduct of its business or from any activity, work or other things done, permitted or suffered by CNHA in or about the subleased premises. CNHA shall further indemnify and hold Grand

County harmless from and against any and all claims arising from any breach or default in the performance of any obligation on CNHA's part or to be performed under the terms of this sublease, or arising from any negligence or act of CNHA, or any officer, agent, employee, guest or invitee of CNHA, and from all costs, attorney's fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon, and in case any action or proceeding is brought against Grand County by reason of such claim. CNHA, upon notice from Grand County, shall defend the same at CNHA's expense by counsel reasonably satisfactory to Grand County.

### 6.3 Waiver of Subrogation

Grand County and CNHA hereby mutually release each other from liability and waive all right to recovery against each other for any loss in or about the subleased premises, from perils insured against under their respective all-risk insurance contracts, including any extended coverage endorsements thereof, whether due to negligence or any other cause; provided that this section shall be inapplicable if it would have the effect, but only to the extent it would have the effect, of invalidating any insurance coverage of Grand County or CNHA.

### 6.4 Fire Insurance on Premises

Grand County, at its cost shall maintain on the structure, a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least full replacement value. The insurance policy shall be issued in the names of Grand County, CNHA, Visitor Information Center, Authority of Grand County and CIB, as their interests appear.

## 7. RECONSTRUCTION

### 7.1 Reconstruction of Insured Loss

If the leased premises are damaged by fire or other perils covered by all-risk insurance coverage, Grand County agrees to forthwith repair same, and this sublease shall remain in full force and effect, except that CNHA shall be entitled to a proportionate reduction of the sublease payment from the date of damage. While such repairs are being made, such proportionate reduction shall be based upon the extent to which damage and making of such repairs shall reasonably interfere with the business carried on by CNHA in the subleased premises. \_

### 7.2 Uninsured Loss

If the subleased premises are damaged as a result of any cause other than the perils

covered by all-risk insurance coverage, and Grand County does not give notice to

CNHA of its intent to reconstruct the subleased premises at the cost of Grand County, such reconstruction to occur within two (2) years of the loss, within six (6) months after the date of the loss, this sublease shall terminate and all interest of CNHA in the subleased premises shall end on the date so specified in such notice. Such damage interfered with the business carried on by CNHA in the subleased premises shall be paid up to the date of such termination.

## 8. ENVIRONMENTAL MATTERS

### 8.1 Disclaimer of Warranties

Grand County has made available to CNHA all information known to Grand County about the existence of Hazardous Substances on the subleased premises. Grand County makes no representation or warranty about the existence of any Hazardous Substances on the subleased premises, except that Grand County believes that any retail petroleum products that may have once contaminated the subleased premises have been removed in compliance with applicable local, state and federal laws, ordinances and regulations.

### 8.2 Covenants

CNHA hereby agrees to comply with all local, state and federal regulations regarding the use, storage and disposal of Hazardous Substances at the subleased premises.

### 8.3 Notices

If at any time either CNHA or Grand County becomes aware that Hazardous Substances have been detected on the subleased premises, they agree to notify the other party immediately.

### 8.4 Indemnities

Grand County agrees to indemnify and to defend by counsel acceptable to CNHA, in the case of any action or suit that may arise regarding Hazardous Substances that may have been in place on the subleased premises prior to the execution of the original sublease agreement dated July 20, 1992. CNHA agrees to indemnify and hold harmless Grand County in the case of any non-compliance in regards to Hazardous Materials during the term of the lease agreement.

### 8.5 Definitions

“Hazardous Material” means any substance the presence of which requires investigation or remediation under any federal, state or local statute, including but not limited to the Comprehensive Environmental Response, Compensation and

Liability Act (42 U.S.C. section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. section 6901 et seq.) or which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental entity. Specifically included in this definition are: gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls, asbestos, urea formaldehyde foam insulation or radon gas.

## 9. CNHA DEFAULT

### 9.1 Default

The occurrence of any one or more of the following events shall constitute a default and breach of this sublease by CNHA:

#### (a) Vacating the Premises

The vacating or abandonment of the subleased property by CNHA.

#### (b) Failure to Pay Rent

CNHA’s failure to make any payment of rent when due in excess of thirty days from the due date of such payment.

#### (c) Failure to Perform

CNHA’s failure to observe or perform any of the covenants, conditions or provisions of this sublease after having received thirty days written notice from Grand County regarding the non-compliance.

#### (d) Bankruptcy

The filing of Bankruptcy by CNHA will constitute a default in terms of this sublease agreement.

### 9.2 Remedies in Default

In the event of any such default or breach by CNHA, Grand County may at any time thereafter, with or without notice or demand and without limiting Grand County in the exercise of a right or remedy which Grand County may have by reason of such default or breach:

(a) Terminate Lease

Terminate CNHA's right to possession of the subleased premises by any lawful means, in which case CNHA shall immediately surrender possession of the subleased premises to Grand County. In such event Grand County shall be entitled to recover from CNHA all past due rents.

(b) Continue the Lease

Maintain CNHA's right to sublease the property, but maintain the rights of Grand County to collect any and all rents due under the sublease agreement.

9.3 Legal Expenses

If either party is required to bring or maintain any action (including assertion of any counterclaim or cross-claim, or claim in a proceeding in bankruptcy or receivership) or otherwise refers this lease to an attorney for the enforcement of any of the covenants, terms or conditions of this sublease, the prevailing party shall, in addition to all other remedies provided herein, receive from the other party all the costs (including reasonable attorney's fees) incurred in the enforcement of the covenants, terms and conditions of this sublease whether or not action is instituted, and including any such costs and fees incurred by the prevailing party on any appeal.

9.4 Remedies Cumulative-Waiver

Grand County's remedies hereunder are cumulative and Grand County's exercise of any right or remedy due to a default or breach by CNHA shall not be deemed a waiver of, or to alter, effect or prejudice any right or remedy which Grand County may have under this sublease by law. Neither the acceptance of rent, nor any other act or omission of Grand County at any time shall operate as a waiver of any past or future violation or reduce in any way Grand County's right to just compensation under this sublease agreement.

10. DEFAULT BY GRAND COUNTY

10.1 Default by Grand County

Grand County shall not be in default unless Grand County fails to perform obligations of Grand County within a reasonable time, but in no event later than thirty (30) days after written notice by CNHA to Grand County. The notice shall specify wherein Grand County has failed to perform such obligation; provided, however, that if the nature of Grand County's obligation is such that more than thirty (30) days are required for performance, then Grand County shall not be in default if Grand County commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. CNHA agrees

not to invoke any of its remedies under this sublease until such thirty (30) days have elapsed.

#### 10.2 Right to Cure

Grand County agrees that if for whatever reason they fail to perform the payment of any fees on the premises which could effect the continued operation of the facility, CNHA shall have the right to pay such fees and receive reimbursement for such fees from Grand County until such time as the situation is resolved.

### 11. EMINENT DOMAIN

11.1 In the event of an eminent domain action, either a total taking or partial taking is done by any government agency, and such action will negatively affect the capability of CNHA to transact normal business at the subleased premises, the parties agree to terminate the lease and to prorate rents and other payments needed to end the sublease agreement.

### 12. MISCELLANEOUS

#### 12.1 Assignment and Subletting

Neither party will assign, sublet or transfer any interest in this sublease agreement to any other party without the written consent of the other party.

#### 12.2 Successors and Assigns

All the terms, conditions, covenants and agreements relative to this agreement will be binding upon CNHA and Grand County regardless of changes in administrative personnel or primary contacts.

#### 12.3 Broker's Commission

CNHA hereby affirms that there has been no contact with or obligation incurred with any broker in regards to the execution of this agreement.

#### 12.4 Partial Invalidity

If any term, covenant or condition of this sublease or the application thereof to any party involved is to any extent held as invalid or unenforceable, the remainder of this sublease and the application of the terms, covenants or conditions shall be valid and in full force.

#### 12.5 Notices

Grand County and CNHA agree to give full notice in writing delivered by U.S. Mail, in the case of default of either party.

#### 12.6 Waiver

The waiver by Grand County of any term or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent or any other sum hereunder by Grand County shall not be deemed to be a waiver of any preceding default by CNHA of any term, covenant or condition of this sublease.

#### 12.7 Prior Agreements

This sublease agreement represents the full agreement between the parties in regards to the subleased premises. Any other agreements, written or verbal, between the parties in regards to these premises are hereby superceded by this agreement. This agreement does not, in any way, affect other agreements between the parties on other issues.

#### 12.8 Inability to Perform

The obligations of either Grand County or CNHA hereunder shall be excused for a period equal to the time by which such performances is prevented or delayed due to strikes, labor disputes, acts of God, or any other causes beyond the reasonable control of the party obligated to perform.

#### 12.9 Choice of Law

This sublease shall be governed by the laws of the State of Utah.

#### 12.10 Right to Lease

Grand County hereby warrants and represents that it has the right to enter into this sublease agreement and that there are no other agreements with the Visitor Information Center Authority of Grand County, which would preclude or prevent Grand County from entering into this sublease agreement. In the event that said Authority revokes its consent to this sublease, this sublease shall terminate and CNHA will have no further obligation to pay rents hereunder.

### 13. OPTION TO PURCHASE

#### 13.1 Right of First Option to Purchase

In the event that the Visitor Information Center Authority of Grand County wishes to sell the subleased premises during the term hereof (including any extended term), Grand County shall cause the Authority to give CNHA written notice

thereof, together with the price and terms and conditions of such sale upon which the Authority would be willing to sell the subleased premises. CNHA shall have thirty (30) days from receipt of such written notice to notify Grand County and the

Authority of the exercise of its option to purchase. In the event that CNHA either notifies or fails to notify Grand County and the Authority that they do not intend to purchase the subleased premises, Grand County and the Authority shall have the right to sell the premises to a third party. In the event that CNHA notifies Grand County and the Authority that it wishes to purchase the subleased premises, the parties shall enter into a binding purchase and sale agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first set forth above.

CANYONLANDS NATURAL HISTORY ASSOCIATION

By *Lucinda J. Holzner* Date *1/14/2013*  
Executive Director

GRAND COUNTY

By *Gene Ciarus* Date *1/14/2013*  
Gene Ciarus, Grand County Council Chairperson

Consent

Visitor Information Center Authority of Grand County (the Authority), a Utah non-profit corporation acting as a public entity and instrumentality of the State of Utah, whose mailing address is 125 East Center, Moab, Utah 84532, as owner of the subleased premises and the "Lessor" under that Plaza Facility Master Lease Agreement dated September 30, 1991 (the "Lease"), hereby consents, pursuant to Article 10.1 of the Lease, to the execution by Grand County of the foregoing Sublease agreement, and agrees that:

(a) No cancellation, surrender, acceptance of surrender or modification of the Lease shall bind CNHA without the prior written consent of CNHA.

(b) The Authority shall mail or deliver to CNHA, in the manner set forth in the Lease for notices to Grand County, a duplicate copy of any and all written notices given to the County. No notice, demand, election or other communication required or permitted to be given under the Lease by the Authority to the County shall bind or affect CNHA, unless a copy of such notice is simultaneously given to CNHA. CNHA may change the address to which copies of notices are to be sent by giving notice to the Authority in the manner set forth in the Lease for notices to the Authority.

(c) CNHA shall have the right to perform any term, covenant, condition or agreement and to remedy any default by the County under the Lease, and the Authority shall accept performance by CNHA with the same force and effect as if furnished by the County.

(d) If an event of default by the County occurs under the Lease and, after notice by the Authority to the County, is not remedied within any applicable grace period, and the Authority thereby, by statute or otherwise becomes entitled or elects:

1. To terminate or give a notice of election to terminate the Lease; or
2. To bring a proceeding to dispossess the County and/or other occupants of the premises; or
3. To reenter the premises by reason of such default, the Authority shall allow CNHA an additional thirty (30) day period, within which to cure the default. In the case of a default by Grand County which cannot practicably be cured within thirty (30) days, CNHA shall (if it elects to cure the default), commence to cure the default within said thirty (30) day period.

(e) This consent may be revoked if necessary to preserve the tax-exempt status of the Bonds. The County is not released by this consent from any obligation under

the Lease. The Subleased premises are subject to a lien securing repayment of the Bonds.

VISITOR INFORMATION CENTER  
AUTHORITY OF GRAND COUNTY

By  Date 1/4/2013  
President

Attest Diana Cappel Date 1/4/2013  
Secretary

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**SEPTEMBER 6, 2016**

Agenda Item: M

<b>TITLE:</b>	Approving proposed amendment to the Memorandum of Understanding (MOU) between Grand County and the Housing Authority of Southeastern Utah (HASU) to reduce reporting to twice per year
<b>FISCAL IMPACT:</b>	none
<b>PRESENTER(S):</b>	None (Consent Agenda Item)

**Prepared By:**

Bryony Chamberlain  
435-259-1346

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**RECOMMENDATION:**

I move to approve the proposed amendment to the MOU between Grand County and HASU to reduce reporting to the Council to twice per year, and authorize the Chair to sign all associated documents.

**BACKGROUND:**

Currently and since 2010 HASU is reporting once per quarter, or 4 times per year as agreed in the MOU. The request has been made to reduce the reporting requirement to twice per year.

**ATTACHMENT(S):**

1. Redlined MOU between Grand County and HASU

**GRAND COUNTY  
Moab, Utah 84532**

**MEMORANDUM of UNDERSTANDING  
BETWEEN  
GRAND COUNTY, UTAH AND THE HOUSING AUTHORITY OF SOUTHEASTERN  
UTAH**

**SUBJECT: An agreement between Grand County and the Housing Authority of Southeastern Utah**

1. **Purpose.** The purpose of this Memorandum of Understanding (MOU) is to formalize the mutual responsibilities of both Grand County and Housing Authority of Southeastern Utah herein referred to as HASU, establishing the Grand County oversight requirements of HASU and the reporting and accountability responsibilities of HASU to Grand County.
2. **Reference.** This MOU is subject to Utah State Code Title 9-4-602 through 9-4-631 allowing for the creation and on-going management of Housing Authorities.
3. **Background.** Grand County created the Housing Authority of Grand County in 1994. The name was changed to the Housing Authority of Southeastern Utah when the board incorporated San Juan County into its service area. This MOU will be executed to formalize the relationship between the county and HASU. It is important for Grand County officials to be aware of the on-going management and financial status of HASU to insure that the residents of both counties receive quality services from HASU. Through this means Grand County will be informed about the status of the agency. This MOU establishes the procedure through which this goal can be met.
4. **Scope.** This MOU will define the responsibilities of Grand County and HASU in terms of timing and content of reporting and training functions.
5. **Understanding and agreements:**  
**Grand County hereby agrees to:**
  - Assign a member of the Grand County Council to be the liaison between the county and the HASU board of commissioners.
  - The liaison will: (1) attend board meetings and receive and review all materials relative to the meetings in advance, (2) participate in special functions held by HASU, schedule permitting, (3) prepare for board meeting participation by becoming familiar with financial statements, including general and program specific budgets, balance sheets, profit and loss statements, check registers and monthly expenditure summaries and budget to actual reports, (4) Ensure that HASU is included on the Grand County Council Agenda quarterly, and communicate to the Executive Director (ED) the date and time of the meeting.
  - Review annual audits and federal and state compliance reports and plans to address findings in all HASU programs including, MSH (SHARES reports), HUD Section 8

Voucher Program, Tenant Based Rental Assistance (TBRA), UHC Crown Program and all other programs administered by HASU.

- Provide HASU board training specific to county board responsibilities and expectations including open meeting laws, conflict of interest disclosure, etc.
- Participate in HASU board training focusing on board functions, roles and responsibilities, financial management, strategic planning and all other expectations.
- The county council will insure that new board members' nominations are approved by the County Council according to county policy to assist in maintaining the seven member HASU board, as defined in the agency by-laws.

**HASU hereby agrees to the following:**

- HASU staff will send board meeting agendas and all related materials to the Grand County liaison at least three days in advance of all board meetings and include any recommendations and suggested amendments as necessary and is available for any questions or concerns made by the liaison.
- HASU ED will attend the county council meeting ~~once twice~~ per ~~quarter year~~ (Jan., ~~Apr.~~, ~~July~~, and ~~Oct and July~~;) to present a status report on activities and the financial status of the agency in conjunction with the county liaison.
- HASU staff will invite the county council liaison to attend all functions including neighborhood meetings, open houses, ground breakings, planning meetings (strategic, project, design), etc.
- HASU ED will inform the county liaison in advance of all site selection decisions and proposed real property acquisitions and obtain input.
- HASU ED will request the county council liaison to meet with staff during the development process of new projects as it progresses specifically: planning and design charets, planning and zoning processing, design discussions, preconstruction conferences, site visits, construction inspections, family meetings (with self help participants), final inspections, etc..

**6. Compliance and MOU Amendments:** In December of each year the county liaison will consult with the HASU ED and the HASU board concerning the performance of HASU in compliance with this MOU. If terms are not being fulfilled, or changes are desired by either entity, a resolution plan will be drafted for approval by both entities at the January meetings of the HASU board and the Grand County Council. In January of each year the HASU ED will provide a summary of accomplishments and a financial analysis for the previous calendar year and present it to the Grand County Council.

~~Audrey Graham~~Elizabeth A. Tubbs  
Chair, Grand County Council

~~Lance Christie~~Cathy Bonde  
Chair, Housing Authority of Southeastern  
Utah Board of Commissioners

\_\_\_\_\_  
(Date Executed)

\_\_\_\_\_  
(Date Executed)

\_\_\_\_\_  
Date of Council Motion to Execute

\_\_\_\_\_  
Date of HASU Board Motion to Execute



**GRAND COUNTY COUNCIL MEMBERS**  
**Elizabeth Tubbs (Chair) · Jaylyn Hawks (Vice Chair)**  
**Chris Baird · Ken Ballantyne · A. Lynn Jackson**  
**Mary McGann · Rory Paxman**

24 August 2016

Dear Intergenerational Welfare Reform Commission,

Grand County is firmly committed to addressing intergeneration poverty (IGP). An essential part of this effort is to thoroughly understand the issues surrounding IGP, opportunities and obstacles affecting families that are impacted, and the identifying community agencies that could potentially identify and implement solutions. To this end, we have designed a cross-agency partnership designed to meet these parameters. This partnership is comprised of representatives from the following service areas:

- Early Childhood
- Public Health
- K-12 Education
- Workforce Development
- Economic Development
- Higher Education
- Behavioral Health
- Juvenile Justice
- Non-profits working with families experience IGP

As organizations that provide services to families that may be experiencing IGP we are fully committed to this partnership. We will be actively engaged in the partnership, attend all partnership meetings, and assist in drafting a plan to address intergenerational poverty in Grand County. Please do not hesitate to contact any of us if you require additional information.

Regards,

Grand County Intergenerational Poverty Team

Team Members include:

Early Childhood

Head Start

Corina Spence, On Site Manager

Public Health

Southeastern Utah District Health

Dave Cunningham, Director

K-12 Education

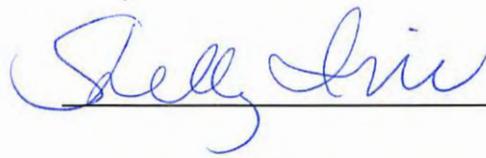
Grand County School District  
Melinda Snow, Middle School Principal



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Workforce Development

Department of Workforce Services  
Shelly Irie



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Economic Development

Community Development/Planning & Engineering  
Zacharia Levine, Community Development Director



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Higher Education

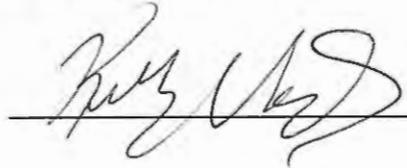
Utah State University  
Stephanie Dahlstrom, Director CTE



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Behavioral Health

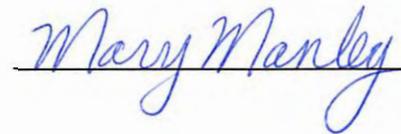
HMK Elementary  
Kelly Vagts, CSW



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Juvenile Justice

7<sup>th</sup> District Juvenile Court  
Judge Mary Manley



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IGP Service Organization

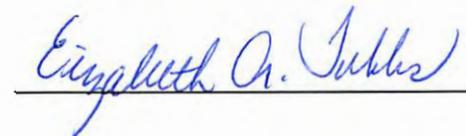
Grand Area Mentoring  
Daniel McNeil, Director



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Grand County

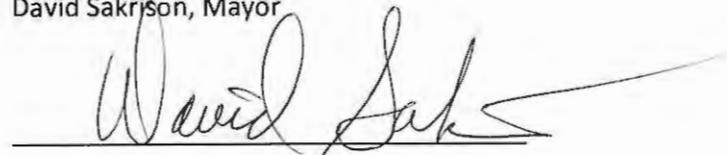
Grand County Council  
Elizabeth Tubbs, Chair



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City of Moab

Moab City Council  
David Sakrison, Mayor



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**AGENDA SUMMARY  
GRAND COUNTY COUNCIL MEETING  
September 6, 2016**

Agenda Item: O

<b>TITLE:</b>	Ratifying the Chair’s signature on the amended Arroyo Crossing Development Agreement
<b>FISCAL IMPACT:</b>	N/A
<b>PRESENTER(S):</b>	Zacharia Levine, Community Development Director

**Prepared By:  
ZACHARIA LEVINE  
GRAND COUNTY  
COMMUNITY  
DEVELOPMENT  
DIRECTOR**

**FOR OFFICE USE ONLY:**

**Attorney Review:**  
  
N/A

**STATED MOTION :**

Move to ratify the chair’s signature on the Arroyo Crossing Development Agreement.

**PLANNING COMMISSION RECOMMENDATION:**

Approval

**STAFF RECOMMENDATION:**

Approval

**BACKGROUND:**

On May 17, 2016 the Grand County Council granted a rezone and master plan approval for the Arroyo Crossing Subdivision. As a condition of the master plan approval, Council required the owner/developer to sign a development agreement specifying a 20% set-aside for affordable housing. The agreement was updated from the format presented to Council, and the Chair’s signature needs to be ratified.

Upon staff’s recommendation, the development agreement was reviewed and updated by a land use attorney from Parr, Brown, Gee and Loveless (a contracted County legal services provider) to ensure the development agreement was fully attached to the land parcel, and not only the master plan approval. In doing so, the land use attorney also updated other sections of the agreement for legal clarity and defensibility. There were NO conceptual or agreement-related changes to the document that would run counter to the Council’s expressed will (i.e. recorded vote). The changes were strictly to ensure the County’s interests in the affordable housing set-aside are protected regardless of transfers in title or changes to the approved master plan.

**ATTACHMENT(S):**

1. Development Agreement – Redlined & Clean Copies



## DEVELOPMENT AGREEMENT ESTABLISHING AN AFFORDABLE HOUSING SET-ASIDE WITHIN THE ARROYO CROSSING SUBDIVISION

This ~~development agreement, concerning the affordable housing set-aside within the proposed~~ Development Agreement Establishing an Affordable Housing Set-Aside Within the Arroyo Crossing ~~subdivision~~ (Subdivision (this "Agreement")), is made and entered into as of this \_\_\_ day of \_\_\_\_\_ July, 2016 (the "Effective Date"), by and between Red Acre LLC, a Utah ~~corporation~~ limited liability company ("Owner/Developer") [NOTE: I AM NOT SEEING THE REGISTRATION OF THIS ENTITY ON THE DIVISION OF CORPORATIONS WEBSITE], Grand County, a political subdivision of the State of Utah ("County"), and the Housing Authority of Southeastern Utah ("HASU").

### Recitals

- A. ~~Red Acre LLC~~ WHEREAS, ~~Owner/Developer~~ owns that certain property situated in Grand County, Utah, as more particularly described in Exhibit A (the "Property"), which is attached hereto and incorporated herein by this reference.
- B. ~~WHEREAS, Owner/Developer has submitted a master plan (the "Plan") to the County for the Property. The Plan proposes the subdivision of the Property into a maximum of 220 single-family housing units (the "Subdivision").~~
- C. ~~B. The Owner/Developer has submitted a master plan (the "Plan") to the County, to which this agreement is bound. The Plan includes the construction of 220 total housing units, of which no fewer than 20~~ WHEREAS, The County Council has, in the exercise of its legislative discretion and following all required public hearings, voted to approve the Plan subject to the execution of this Agreement and provided that no fewer than twenty percent (20%), ~~or 44~~ of the proposed housing units, ~~will~~ shall be deed restricted to remain affordable housing units (collectively, the "Affordable Housing Units"; each individually, a "Unit"); an "Affordable Housing Unit", all as more fully set forth in this Agreement.
- C. ~~The affordable Units shall be ready for occupancy no later than the date of the initial or temporary occupancy of any free market units. If the free market units are to be developed in phases, then the affordable Units may be developed in proportion to the phasing of the free market units. For example, for every ten units constructed, no fewer than two (2) shall be identified and restricted as affordable. Prior to preliminary plat approval, the Units shall be identified on the preliminary plat. A phasing plan shall be provided and agreed upon prior to the issuing of any building permits.~~
- D. ~~Any Unit constructed for the satisfaction of the 20 percent (20%) set-aside are subject to the terms of this Agreement. The sole purpose of the Units governed by this Agreement is to provide owner and renter occupied affordable housing for use by qualified applicants as their primary residence.~~ WHEREAS, pursuant to the authority of Utah Code Ann. §17-27A-102(1)(b) and the specific provisions of the Grand County Code, the County has determined to enter into



this Agreement with the Owner/Developer for the purpose of formalizing certain obligations of Owner/Developer with respect to the Property, and such other matters as the County and the Owner/Developer have agreed.

- ~~E. Should the total number of units proposed in the Arroyo Crossing subdivision change, the Developer shall be required to set aside the equivalent of 20 percent (20%) of the total number of dwelling units proposed for affordable housing subject to the terms of this Agreement.~~
- ~~F. This Agreement shall be appurtenant to the subject property and Arroyo Crossing subdivision approval. If the Owner sells the subject property or any portion of the development, including private or common infrastructure, the purchaser shall be subject to the same conditions herein.~~
- ~~G. Nothing in this Agreement shall preclude the County from establishing additional agreements with the Owner regarding affordable housing or development in general within the proposed subdivision.~~

## Agreement

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants herein contained and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

### 1. DEFINITIONS:

1.1. Department of Housing and Urban Development or HUD: The United States government department responsible for setting income limits and maximum housing costs for affordable housing programs.

1.2. ~~1.1.~~ Domicile: The place where an individual has a fixed permanent home and principal establishment residence, to which the individual, if absent, may not lease or sub-lease and intends to return, and in which the individual and his or her family voluntarily reside, not for a special or temporary purpose, but with the intention of making a permanent home for a minimum of nine months out of each calendar year.

1.3. ~~1.2.~~ Event of Default: Noncompliance with any part of this Agreement.

1.4. Homeowners Association or HOA: An entity established to maintain any physical facilities, structures, improvements, systems, areas or grounds held in common by the owners of residential lots in the Subdivision and necessary or desirable for the welfare of the area or Subdivision, or that are of common use or benefit and that are not maintained by the County or another public agency.

1.5. Household: Two (2) or more individuals related by blood, marriage, or legally recognized relationship, or a maximum of three (3) unrelated individuals residing in the same Domicile.



1.6. ~~Maximum Rental Rate:~~ The price above which no Affordable Housing Unit may be rented as calculated by HASU based on a formula set forth in a future agreement.

1.7. ~~1.3.~~ **Maximum Re-Sale Price:** The price above which no deed restricted unit may be sold as calculated by the HASU based on a formula set forth in a future agreement.

1.8. ~~1.4.~~ **Non-Qualified Buyer:** A buyer of an Affordable Housing Unit that is not a Qualified Buyer.

1.9. **Non-Qualified Renter:** A renter of an Affordable Housing Unit that is not a Qualified Renter.

1.10. **Owner:** The person who is the record holder of legal title to the fee simple interest in any Affordable Housing Unit as reflected in the office of the Grand County Recorder. If there is more than one record holder of legal title to an Affordable Housing Unit, each record holder shall be an Owner. The term "Owner" includes Owner/Developer to the extent that Owner/Developer is the record holder of legal title to the fee simple interest in an Affordable Housing Unit. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such person has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof

1.11. ~~1.5.~~ **Owner-Occupied.** An Affordable Housing Unit that is occupied by the title owner of record of the Affordable Housing Unit as his or her ~~primary residence~~ Primary Residence.

~~1.6.~~ ~~Maximum Rental Rate:~~ The price above which no deed restricted unit may be rented as calculated by HASU based on a formula set forth in a future agreement.

~~1.7.~~ ~~Non-Qualified Renter:~~ A renter of a Unit that is not a Qualified Renter.

~~1.8.~~ ~~Renter-Occupied:~~ A Unit that is occupied by a Qualified Renter as his or her primary residence.

~~1.9.~~ ~~Household:~~ Two (2) or more individuals related by blood, marriage, or legally recognized relationship, or a maximum of three (3) unrelated individuals residing in the same domicile.

1.12. ~~1.10.~~ **Primary Residence:** The place where a ~~domicile~~ Domicile has been established.

1.13. ~~1.11.~~ **Qualified Buyer:** A Qualified Buyer must meet the following criteria:

1.13.1. ~~1.11.1.~~ **Person(s)** A person who does not own other real property; and

1.13.2. ~~1.11.2.~~ **A household** Household with a minimum of one adult who meets one of the following criteria:



- 1.13.2.1. ~~1.11.2.1.~~ Full-time (30 hours of employment per week) employees of entities located within the boundaries of the Grand County School District; or
- 1.13.2.2. ~~1.11.2.2.~~ An owner or owner's representative of a business located within the boundaries of the Grand County School District; or
- 1.13.2.3. ~~1.11.2.3.~~ A senior citizen (person who is 62 years of age or older at the time of qualification is established); or;
- 1.13.2.4. ~~1.11.2.4.~~ A person with a physical and/or mental disability; and
- 1.13.3. ~~1.11.3.~~ A ~~household~~Household with a maximum combined income less than or equal to ~~80~~eighty percent (80%) of the Grand County Area Median Income ("AMI") according to ~~household~~Household size, which is defined by the most recent annual report of ~~the Department of Housing and Urban Development (HUD)~~HUD. See **Exhibit B** for ~~FY~~Fiscal Year 2016 limits.
- 1.14. ~~1.12.~~ **Qualified Renter:** A Qualified Renter must meet one of the following criteria:

  - 1.14.1. ~~1.12.1.~~ A ~~Person(s)~~ who does not own other real property; and
  - 1.14.2. ~~1.12.2.~~ A ~~household~~Household with a minimum of one adult who meets one of the following criteria:

    - 1.14.2.1. ~~1.12.2.1.~~ Full-time (30 hours of employment per week) ~~employees~~employee of entities located within the boundaries of the Grand County School District; or
    - 1.14.2.2. ~~1.12.2.2.~~ An owner or owner's representative of a business located within the boundaries of the Grand County School District; or
    - 1.14.2.3. ~~1.12.2.3.~~ A senior citizen (person who is 62 years of age or older at the time of qualification is established); or;
    - 1.14.2.4. ~~1.12.2.4.~~ A person with a physical and/or mental disability; and
  - 1.14.3. ~~1.12.3.~~ A ~~household~~Household with a maximum combined income less than or equal to ~~80~~eighty percent (80%) of the Grand County ~~Area Median Income (AMI)~~ according to ~~household~~Household size, which is defined by the most recent annual report of ~~the Department of Housing and Urban Development (HUD)~~HUD. See **Exhibit B** for ~~FY~~Fiscal Year 2016 limits.
- 1.15. **Renter-Occupied:** An Affordable Housing Unit that is occupied by a Qualified Renter as his or her Primary Residence.



1.16. Rent: The term "rent," or any derivative thereof (e.g., "rented," "rental," "tenant rate," "lease," and "lease agreement"), shall include any exchange of capital, real or otherwise, for the purpose of establishing a Domicile.

1.17. ~~1.13.~~ Sale: The term "sale," or any derivative thereof (e.g., "sales," "sold," and "sell"), shall include any transfer of title of ~~a~~an Affordable Housing Unit, regardless of whether or not any consideration is provided to the transferor in exchange. for such transfer. This shall include, but is not limited to, any gift, assignment, or other transfer.

## 2. DEVELOPMENT OF THE SUBDIVISION.

~~1.14. Rent:~~ The term "rent," or any derivative thereof (e.g., "rented," "rental," "tenant rate," "lease," and "lease agreement"), shall include any exchange of capital, real or otherwise, for the purpose of establishing a domicile.

2.1. Compliance with Applicable Law. Each application package submitted by the Owner/Developer for review and approval by the County shall be required to satisfy the requirements of the County Code and related County protocols and policies and other applicable zoning, engineering, fire safety and building requirements established by the County at the time of application. Developer shall design, construct and dedicate to the County all public streets and other public infrastructure required by the County Code and County standards and shown on the each approved final plat of subdivision and plans and specifications for the Subdivision, which final plat and plans and specifications shall not be approved unless they comply with applicable County Code protocols and policies and other applicable zoning, engineering, fire safety and building requirements.

*Removed as per owner/developer's request. See note on AS.*

2.2. ~~1.15.~~ Units: The deed restricted Units shall be identified on the preliminary plat prior to preliminary plat approval. ~~No fewer than 44 units, or 20 percent of the total number of dwelling units proposed, shall be deed restricted to remain affordable.~~ Designation of Affordable Housing Units. Prior to preliminary and final plat approvals for any phase of the Subdivision, the Affordable Housing Units shall be identified on the preliminary and final plat for such phase. A phasing plan shall be provided by the Owner/Developer and approved by the County prior to the issuance of any building permits pertaining to the development of the Subdivision, including any land disturbance or other similar permit.

~~1.16. Homeowners Association (HOA):~~ An entity established to maintain any physical facilities, structures, improvements, systems, areas or grounds held in common and necessary or desirable for the welfare of the area or subdivision, or that are of common use or benefit and that are not ~~or cannot be satisfactorily~~ maintained by the County or another public agency.

2.3. Construction of Affordable Housing Units. The Affordable Housing Units shall be ready for occupancy no later than the date of the initial or temporary occupancy of any free market units within the Subdivision or applicable phase thereof. If the free market units are developed in phases, then the Affordable Housing Units may be developed in proportion to



the phasing of the free market units. For example, for every ten (10) free market units constructed, no fewer than two (2) Affordable Housing Units shall be constructed.

2.4. Sale and Rental Restrictions. All Affordable Housing Units shown on a final plat for any phase of the Subdivision shall be subject to the rental and sale and re-sale restrictions set forth in this Agreement. The sole purpose of the Affordable Housing Units is to provide Qualified Buyers and Qualified Renters with the opportunity to occupy as their Primary Residence Owner Occupied and Renter Occupied affordable housing.

~~1.17. Department of Housing and Urban Development (HUD): United States government department responsible for setting income limits and maximum housing costs for affordable housing programs.~~

2.5. Modifications of Plan--Density. If the total number of single-family residential lots proposed in the Subdivision is reduced or otherwise modified, the Developer shall in all circumstances be required to set-aside twenty percent (20%) of the total number of dwelling units proposed for Affordable Housing Units. Notwithstanding the foregoing, in the event the Subdivision is revised to provide for an overall residential density of not more than two (2) lots per net acre (gross acreage less dedicated rights of way), then no Affordable Housing Units shall be required and the County may cause the zoning of the Property to be revert to [INSERT NAME OF ORIGINAL ZONE].

2.6. Additional Agreements. Nothing in this Agreement shall preclude the County from establishing additional agreements with the Owner/Developer regarding affordable housing or general development requirement with respect to the Subdivision.

### **3. ~~2.~~ COVENANT TO RESTRICT SALES AND RENTALS TO QUALIFIED BUYERS AND RENTERS:**

3.1. ~~2.1.~~ Sales to Qualified Buyers Only. Except as otherwise agreed upon by the County and the Owner/Developer by amendment to this Agreement, Affordable Housing Units shall only be sold to: (1) Qualified Buyers who agree to use the applicable Affordable Housing Unit as their ~~owner-occupied primary residence~~ Owner-Occupied Primary Residence, (2) the County, or (3) HASU. If any Affordable Housing Unit is sold to the County or HASU, the County or HASU shall also be bound by restrictions set forth in this Agreement. ~~A~~An Affordable Housing Unit may be sold to a Non-Qualified Buyer only under the circumstances set forth in Section ~~3,4~~ below.

3.2. ~~2.2.~~ Leasing to Qualified Renters Only. Except as otherwise agreed upon by the County and the Owner/Developer by amendment to this Agreement, Affordable Housing Units shall only be rented to Qualified Renters who agree to use the applicable Affordable Housing Unit as their ~~primary residence.~~ A Owner-Occupied Primary Residence. An Affordable Housing Unit may be rented to a Non-Qualified Renter only under the circumstances set forth in Section ~~4,5~~ below.



#### 4. ~~3.~~ SALES:

4.1. ~~3.1.~~ Initial Sales: ~~by Owner/Developer.~~ The initial ~~sales~~ sale by the Owner/Developer of each Affordable Housing Unit shall be subject to the restrictions set forth in Section ~~2,3.1,~~ above and shall be priced in accordance with the following criteria:

4.1.1. ~~3.1.1.~~ The sales price at which total monthly ownership costs, including principal, interest, taxes, insurance, and HOA fees (if applicable), do not exceed the then applicable HUD standard for affordability (less than 30 percent (30%) of total household income) based on household size and number of bedrooms for ~~in~~ the then current fiscal year. See Exhibit B for ~~FY~~ Fiscal Year 2016 limits.

4.1.2. ~~3.1.2.~~ Prior to the initial sale of any Affordable Housing Unit by Owner/Developer, HASU shall confirm in writing that the buyer is a Qualified Buyer.

4.1.3. ~~3.2. Pricing of Individual Units:~~ The final sales price for each ~~Unit will~~ Affordable Housing Unit sold by the Owner/Developer shall be established at the time of sale of ~~individual Units~~ the applicable Affordable Housing Unit, which price shall be established in accordance with this Agreement, reviewed and approved in writing by HASU, and documented in a separate ~~and amended~~ Deed Restriction ~~to be~~ recorded against such Affordable Housing Unit prior to the initial sale of individual Units thereof.

4.1.4. ~~3.3. HOA Fees: Annual HOA fees assessed to a Unit~~ Owner/Developer shall cause the covenants, conditions and restrictions imposed on the Subdivision to provide that annual and special assessments (but excluding assessments arising by the applicable owner's default) assessed by the HOA shall never exceed one percent (1%) of the Maximum Sales Price as defined in Section ~~3.8,4.6,~~ below.

4.2. ~~3.4. Resale of Unit:~~ Subsequent Sales—Written Notice to HASU. Following the initial sale by the Owner/Developer, ~~the~~ of an Affordable Housing Unit, each Owner thereof shall notify HASU of its intent to sell such Affordable Housing Unit by delivering to HASU a written notice of such Owner's intent to sell. The ~~Unit Owner shall not~~ date the Affordable Housing Unit Owner delivers such notice to HASU shall be the "Purchase Offer Date". No Owner of an Affordable Housing Unit shall sell his or her interest in the Affordable Housing Unit unless such notice has been provided to HASU, and HASU has had an opportunity to exercise its ~~option~~ Purchase Option pursuant to Section ~~3.5, below. The date the Unit Owner delivers such notice to HASU shall be the "Offer Date"~~. 4.3 below.

4.3. ~~3.5. HASU Purchase Option to HASU:~~ HASU shall have forty-five (45) days after the Purchase Offer Date ("the "Purchase Option Period") to make one of the following determinations: a) to purchase the Affordable Housing Unit ("Purchase Option"); b) assign the Purchase Option to a Qualified Buyer, or c) decline to purchase the Unit. HASU shall deliver to the



Unit Owner written notice of its determination ("**Purchase Exercise Notice**"). HASU shall use its best efforts to deliver the Purchase Exercise Notice to the Affordable Housing Unit Owner regarding HASU's ~~plans to exercise~~ determination of the Option foregoing as early as possible within the Purchase Option Period.

4.3.1. ~~3.5.1.~~ If HASU elects to exercise its Purchase Option to buy the Affordable Housing Unit or assigns ~~the option~~ its Purchase Option to a Qualified Buyer, HASU or the Qualified Buyer shall complete the acquisition of the Affordable Housing Unit within sixty (60) days after delivering the Purchase Exercise Notice.

4.3.2. ~~3.5.2.~~ If HASU (i) notifies the Affordable Housing Unit Owner in writing that it will not exercise the Purchase Option, (ii) fails to deliver the Purchase Exercise Notice to the Affordable Housing Unit Owner within the Purchase Option Period, or (iii) exercises the Purchase Option or assigns the Purchase Option to a Qualified Buyer but the transaction fails to close within sixty (60) days after ~~delivering~~ delivery of the Purchase Exercise Notice, ~~the~~ by reason of a delay caused by HASU or the Qualified Buyer, the Purchase Option shall automatically terminate with respect to such sale or offering for sale, without the need for further notice or documentation.

4.4. ~~3.6.~~ Sales to a Qualified Buyer: Buyers. Upon expiration or other termination of ~~an~~ the Purchase Option with respect to a particular Affordable Housing Unit, the selling Affordable Housing Unit Owner shall then offer the Affordable Housing Unit for sale to Qualified Buyers through efforts such as: (i) advertising the sale through local media outlets such as the local newspaper of record and radio stations; (ii) providing notice of the sale to the County Community Development Department; and (iii) listing the Unit for sale on other web-based outlets.

4.5. ~~3.7.~~ Sales to a Non-Qualified Buyer: Buyers. If, after using reasonable efforts to sell the Affordable Housing Unit to a Qualified Buyer, ~~a~~ an Affordable Housing Unit Owner is unable to sell the Affordable Housing Unit, the Affordable Housing Unit Owner shall request that (i) HASU or the County purchase the Affordable Housing Unit at a mutually agreed price or (ii) that HASU permit a Non-Qualified Buyer to purchase the Affordable Housing Unit subject to the terms of ~~these restrictions~~ this Agreement. "**Reasonable efforts**" shall mean conducting a minimum of the following for no less than 120 days: (i) advertising the sale through local media outlets such as the local newspaper and radio stations; (ii) providing notice of the sale to the County Community Development Department; and (iii) listing the Affordable Housing Unit for sale on other web-based outlets. HASU shall have the right to deny ~~a~~ an Affordable Housing Unit Owner's request to sell ~~a~~ an Affordable Housing Unit to a Non-Qualified Buyer if, during the 120 day period, the Affordable Housing Unit Owner rejects an offer from a Qualified Buyer that is within 5% of the Maximum Sales Price as defined in Section ~~3.8,~~ 4.6 below.



4.6.3.8. Re-sale Sale Formula: Following the initial sale of ~~the~~an Affordable Housing Unit by the Owner/Developer, subsequent sales of Affordable Housing Units shall be governed by a resale formula that establishes the maximum permitted resale price of each Affordable Housing Unit (the ~~unit~~ ("Maximum Sales Price"). In no event shall ~~a~~an Affordable Housing Unit be sold ~~by the initial buyer and subsequent buyers~~ for an amount in excess of the Maximum Sales Price, which ~~is~~shall be equal to the actual purchase price paid for the Affordable Housing Unit by the selling Owner plus: (i) ~~plus~~an increase of three percent (3%) per year from the date of purchase to the ~~date of Unit Owner's notice of intent to sell,~~ (ii) ~~plus capital improvements amounting to a maximum of~~applicable Purchase Offer Date; (ii) the actual out-of-pocket cost of capital improvements made to the Affordable Housing Unit during the Selling Owner's ownership of the Affordable Housing Unit subject to the requirements of Sections 4.6.1 and 4.6.2 below, but not more than ten percent (10%) of the actual purchase price ~~pursuant to Sections 3.8.1 and 3.8.2, below,~~paid for the Affordable Housing Unit by the selling Owner; and (iii) ~~plus~~ the sum of ~~\$250.00~~250.00, which shall be paid to HASU upon each transfer of ownership of ~~a~~an Affordable Housing Unit. The purchaser shall pay no more than the Maximum Sales Price.

4.6.1. ~~3.8.1. Adding to Maximum Sales Price:~~ With the prior written approval of HASU, ~~a~~an Affordable Housing Unit Owner may ~~add~~make certain capital improvements to the Affordable Housing Unit, which may ~~add up to~~ a maximum of ten percent (10%) of the purchase price ~~to the resale value~~for the Affordable Housing Unit paid by the selling Owner to the Maximum Sales Price for such Affordable Housing Unit. A list of capital improvements eligible for ~~adding to~~increasing the Maximum Sales Price shall be further specified in the Affordable Housing Unit deed restriction.

4.6.2. ~~3.8.2. Out of Pocket Costs:~~ In calculating the costs under Sections ~~3.8.1,~~4.6.1, only the Unit Owner's actual out-of pocket costs and expenses as evidenced by receipts shall be used to calculate the ~~resale price.~~Maximum Sales Price. Such amount shall not include ~~an~~any amount attributable to the Unit Owner's profit, labor ("sweat equity") or to any appreciation in the value of the ~~capital improvements made.~~

4.7.3.9. No Assurance. Nothing in this Agreement shall be construed to constitute a representation or a guarantee by the Owner/Developer ~~or,~~ the County ~~or~~ HASU that any sale of ~~a~~an Affordable Housing Unit by ~~a~~Unitthe applicable Owner shall ~~obtain~~be consummated for the Maximum Sales Price.

## 5. 4. RENTALS:

5.1.4.1. Initial Rent: ~~The initial rental rate offered by the Owner/Developer~~Rental Rates. Rental rates for Affordable Housing Units shall be subject to the restrictions set forth in Section ~~2,~~3 above and shall be ~~priced~~established in accordance with the following criteria:



5.1.1. ~~4.1.1.~~ The rental rate ~~at which total~~ shall not exceed an amount that, when combined with all annual rental costs, including rent, utilities, and HOA fees (if applicable) ~~do not exceed~~, is higher than the HUD standard for affordability (less than 30 percent (30%) of total household income) based on household size and number of bedrooms ~~for~~ in the current fiscal year. See Exhibit B for ~~FY~~Fiscal Year 2016 limits.

5.1.2. ~~4.1.2.~~ Prior to the initial rental agreement being executed for any Affordable Housing Unit, HASU shall confirm in writing that the proposed renter is a Qualified Renter.

5.2. ~~4.2. Pricing of Individual Units: The final~~ Establishment of Rental Rates--Timing. The rental ~~price for each unit~~ rate for the initial term of each rental agreement for an Affordable Housing Unit will be established at the time ~~at the~~ rental agreement is signed for ~~an individual unit in accordance with this Agreement, reviewed, approved, and documented by HASU~~ such Affordable Housing Unit and shall be subject to the review and approval of HASU[, and recorded with the Grand County Recorder].

5.2.1. ~~4.2.1. Changes to Rental Prices: A Unit Owner~~ Rates. Rental rates for an Affordable Housing Unit shall not ~~increase the rental price charged for a Unit~~ be increased unless ~~such~~ notice of ~~the proposed increase~~ has been provided to HASU, and HASU ~~provides~~ has provided written consent to the ~~proposed~~ increase ~~pursuant to this Agreement~~.

5.3. ~~4.3. Transfer of Rental Agreement of Unit: Following~~ Rental Agreements; Assignments. Owner/Developer may retain some Affordable Housing Units for purposes of renting the same to Qualified Renters. Except for the initial rental agreement for an Affordable Housing Unit entered into by the Owner/Developer, ~~the Unit Owner shall notify HASU by delivering to HASU a written notice of his or her intent to establish a~~ rental agreement for an Affordable Housing Unit may be entered into or assigned unless HASU has been provided written notice of the proposed rental agreement ~~with a different renter. The Unit Owner shall not establish a~~ or assignment. No new rental agreement ~~for the Unit~~ or assignment of an existing rental agreement shall be entered into unless such notice has been provided to HASU, and HASU has had an opportunity to exercise its ~~option~~ Rental Option pursuant to Section ~~4.4, 5.4~~ below. The date the Unit Owner delivers such notice to HASU shall be the "Rental Offer Date".

5.4. ~~4.4. HASU Rental Option to HASU:~~ HASU shall have fourteen (14) days after the Rental Offer Date ("Rental Option Period") to make one of the following determinations: a) identify a Qualified Renter for the Affordable Housing Unit ~~who establishes a new~~ to enter into a rental agreement (~~"with the Affordable Housing Unit Owner ("Rental Option")~~), or b) decline to exercise its ~~option~~ Rental Option. HASU shall deliver to the Affordable Housing Unit Owner written notice of its determination (~~"to exercise the Rental Option ("Rental Exercise Notice")~~). HASU shall use its best efforts to deliver the Rental Exercise Notice to the



Affordable Housing Unit Owner ~~regarding HASU's plans to exercise the Option~~ as early as possible within the Rental Option Period.

5.4.1. ~~4.4.1.~~ If HASU ~~elects to exercise its Option to identify a~~ delivers the Rental Exercise Notice, the Qualified Renter ~~for the Unit who establishes a new rental, the Qualified Renter~~ identified therein shall sign a new rental agreement for the Affordable Housing Unit within sixty (60) days after HASU delivers the Rental Exercise Notice.

5.4.2. ~~4.4.2.~~ If HASU (i) notifies the Affordable Housing Unit Owner in writing that it will not exercise the Rental Option, (ii) fails to deliver the Rental Exercise Notice to the Affordable Housing Unit Owner within the Rental Option Period, or (iii) ~~exercises~~ delivers the ~~Option~~ Rental Exercise Notice but the identified Qualified Renter fails to sign a new rental agreement within sixty (60) days after HASU ~~delivers's~~ delivery of the Rental Exercise Notice, the Rental Option shall automatically terminate with respect to such rental offering or rental agreement, without the need for further notice or documentation.

5.5. ~~4.5.~~ Rental Agreement with a Qualified Renter: Upon expiration or other termination of ~~an~~ the Rental Option with respect to a particular Affordable Housing Unit, the ~~renting~~ Affordable Housing Unit Owner shall then offer the Affordable Housing Unit for rent to Qualified Renters through efforts such as: (i) advertising the rental offer through local media outlets such as the local newspaper of record and radio stations; (ii) providing notice of the rental offer to the County Community Development Department; and (iii) listing the Affordable Housing Unit for rent on other web-based outlets.

5.5.1. ~~4.5.1.~~ Additional Eligibility Requirements: A Unit Owner may institute additional eligibility requirements for Qualified Renters not specifically defined in this Agreement. ~~HASU shall approve all eligibility requirements not defined in this Agreement prior to their use in approving or denying Qualified Renter applications;~~ provided, no such requirements shall be implemented without the prior written approval of HASU.

5.5.2. ~~4.5.2.~~ Changes to Additional Eligibility Requirements: ~~A.~~ An Affordable Housing Unit Owner shall not modify any previously approved additional eligibility requirements for ~~an~~ Affordable Housing Unit unless ~~such notice~~ HASU has ~~been~~ provided ~~to HASU, and HASU provides~~ prior written consent to the proposed modification ~~pursuant to this Agreement.~~

5.6. ~~4.6.~~ Rental Agreement ~~Agreements~~ with a Non-Qualified Renter: ~~Renters.~~ If, after using reasonable efforts to rent ~~the~~ an Affordable Housing Unit to a Qualified Renter, ~~an~~ Affordable Housing Unit Owner is unable to rent the Affordable Housing Unit, the Affordable Housing Unit Owner shall request that: (i) HASU or the County purchase the Affordable Housing Unit at a mutually agreed price; or (ii) that HASU permit a Non-Qualified Buyer ~~Renter~~ to ~~purchase~~ rent the Affordable Housing Unit subject to the terms of ~~these~~ restrictions ~~this Agreement.~~ "Reasonable efforts" shall mean conducting a minimum of the



following for no less than 120 days: (i) advertising the ~~sale~~Affordable Housing Unit for rent through local media outlets such as the local newspaper and radio stations; (ii) providing notice of the ~~sale~~availability for rent of the Affordable Housing Unit to the County Community Development Department; and (iii) listing the Affordable Housing Unit for ~~sale~~rent on other web-based outlets. HASU shall have the right to deny a Unit Owner's request to ~~rent~~~~sell~~ the Affordable Housing Unit to a Non-Qualified Renter if, during the 120 day period, the Affordable Housing Unit Owner rejects a rental application from a Qualified Renter who meets all previously approved eligibility requirements.

~~5.7. 4.7. Transfer of Rental Unit to Sales Unit:~~Previously Rented Affordable Housing Units. If at any point the ~~Unit Owner endeavors~~Owner/Developer or a subsequent Owner of an Affordable Housing Unit desires to sell his or her Affordable Housing Unit, ~~which was~~ previously rented to a Qualified ~~Renter~~Renters, the Affordable Housing Unit Owner shall ~~notify HASU by delivering to HASU a written notice of such intent. The Unit Owner shall not sell his or her interest in the Unit unless such notice has been provided to HASU, and HASU has had an opportunity to exercise its option pursuant to Sections 3, above. The date the Unit Owner delivers such notice to HASU shall be the "Offer Date".~~follow the procedures set forth in Section 4 above pertaining to the sale of an Affordable Housing Unit.

## ~~6. 5-~~ PHYSICAL CONDITION OF AFFORDABLE HOUSING UNITS:

~~6.1. 5.1. Changes and/or Capital Improvements:~~~~Changes to deed restricted units.~~ Any modification or improvement to an Affordable Housing Unit shall comply with all currently adopted land use and building code standards. ~~Improvements~~Modifications or improvements exceeding ten percent (10%) of the purchase price in value shall not be added to the Maximum Sales Price upon resale value. ~~Renter-occupied units~~of the Affordable Housing Unit. Affordable Housing Units that are subject to a rental agreement with a Qualified Renter may not be ~~changed~~modified or improved without prior written consent of the Affordable Housing Unit Owner.

~~6.2. 5.2. Minimum Standards of Physical Condition:~~~~A.~~ An Affordable Housing Unit Owner will be required to maintain a minimum standard of physical conditions, as set forth in Exhibit C - Minimum Standards, for the Affordable Housing Unit in order to receive full resale value. at the Maximum Sales Price. Prior to any sale of ~~an~~ Affordable Housing Unit, HASU or a designee will conduct an inspection and provide a list to the Affordable Housing Unit Owner as to the items that need to be remedied prior to closing to bring the Affordable Housing Unit to minimum standards and to get full resale value at the Maximum Sales Price. If said inspection reflects items that do not meet the minimum standards for the Affordable Housing Unit Owner to receive full resale value pursuant to Exhibit C, the Affordable Housing Unit Owner shall be required to either bring the Affordable Housing Unit to minimum standards or an equal cost will be deducted from the Maximum ~~Resale~~Sales Price. If the Affordable Housing Unit meets the minimum standards for ~~Unit~~the Owner to receive full resale value at the Maximum Sales Price, the Unit shall be sold for a price up to the Maximum ~~Resale~~Sales Price. HASU will determine the Maximum Sales Price according to the formula set forth in Section ~~3.8,~~4.6 above.



## 7. ~~6~~-EVENTS OF DEFAULT:

7.1. ~~6.1~~-Owner Occupancy: Affordable Housing Unit Owners shall occupy their Affordable Housing Unit as their ~~primary residence~~ Primary Residence.

7.2. ~~6.2~~-Rental of Affordable Housing Units: No Affordable Housing Unit Owner may rent or lease their Affordable Housing Unit unless HASU, ~~at~~ in its sole discretion, has provided prior written approval. Without prior written approval, renting ~~the~~ an Affordable Housing Unit ~~constitutes~~ shall constitute an Event of Default of the Affordable Housing Unit Owner. ~~With~~ Upon prior written approval, ~~the~~ from HASU, an Affordable Housing Unit Owner ~~shall~~ comply with may rent such Owner's Affordable Housing Unit subject to the requirements set forth in Section 4,5 above. In no circumstances are nightly or other short-term rentals of Affordable Housing Units allowed.

7.3. ~~6.3~~-Limitations on refinancing: ~~The~~ Refinancing. No Affordable Housing Unit Owner shall ~~not~~, under any circumstances, obtain any financing ~~or a~~ combination of multiple rounds of financing that, in the aggregate, ~~exceeds~~ exceed the Maximum ~~Resale~~ Sales Price at the time such financing is completed. Doing so constitutes an event of default under this Agreement.

7.4. ~~6.4~~-Default: ~~As defined above, noncompliance~~. Noncompliance with any part of this Agreement ~~constitutes~~ shall constitute an Event of Default under this Agreement. Events of Default shall include, but not be limited to: rental of ~~the~~ an Affordable Housing Unit without prior written approval of HASU, obtaining financing or a combination of multiple rounds of financing that, in the aggregate, exceeds the Maximum ~~Resale~~ Sales Price at the time of such financing, not utilizing ~~the Unit as an owner-occupied or renter-occupied primary residence~~ an Affordable Housing Unit as an Primary Residence by a Qualified Owner or Qualified Renter, and noncompliance with any other part of this Agreement. Upon the occurrence of any Event of Default, a defaulting Affordable Housing Unit Owner shall have 30 days to remedy the default, after which HASU or the County shall have the right to require that the Affordable Housing Unit Owner sell the Affordable Housing Unit in accordance with and subject to limitations of this Agreement.

7.5. ~~6.5~~-Penalties: Upon the occurrence of any Event of Default, if the Affordable Housing Unit Owner remains out of compliance and does not cure the default, monetary penalties shall be assessed against the Affordable Housing Unit Owner at \$100 per day beginning on the 31st day after the Affordable Housing Unit Owner is notified in writing of the Event of Default. The County reserves the right to seek judicial enforcement of these penalties, including seeking a judgment lien and foreclosure.

7.6. ~~6.6~~-County's rights to purchase a Unit in default: ~~If a~~ Rights to Purchase an Affordable Housing Unit. If an Affordable Housing Unit Owner is in default of or has failed to make timely payments with respect to any mortgage, deed of trust, or other financial arrangement secured by ~~a~~ an Affordable Housing Unit, the creditor secured by the Affordable Housing Unit (the "**Secured Creditor**") shall provide the County with a written notice at least 30 days



prior to initiating a trustee's sale, foreclosure proceeding, or other remedy affecting title to the Unit. After receiving ~~the~~ notice from the Secured Creditor, the County or a designee shall have the right to purchase such Affordable Housing Unit at a price equal to the amount of outstanding principal, accrued interest, and any other reasonable costs incurred by the Secured Creditor in connection with the Affordable Housing Unit. The County may exercise its right to purchase the Affordable Housing Unit by providing written notice of its intent to purchase to the Secured Creditor within 30 days after receipt of the Secured Creditor's notice. If the County or a designee does not provide the Secured Creditor notice of its intent to exercise its right to purchase within 30 days after receipt of the notice from the Secured Creditor, the County's right to purchase shall lapse. If the County's right to purchase lapses, the Secured Creditor may initiate a trustee's sale, foreclosure proceeding, or other remedy affecting the title to the Affordable Housing Unit. If ~~the~~ ownership of the Affordable Housing Unit is transferred as the result of a trustee's sale, foreclosure proceeding, or other remedy affecting the title to the Unit, all deed restrictions in this Agreement ~~are~~ shall be deemed removed with respect to that Affordable Housing Unit.

## 8. ~~7.~~ OTHER MISCELLANEOUS ISSUES:

8.1. ~~7.1.~~ Term of Agreement: The term of this Agreement shall commence as of the date first set forth above and continue in full force and effect for a period not less than forty (40) years. Upon the expiration of the initial forty (40) year term, this Agreement shall be renewed for additional consecutive ten (10) year terms, unless the County shall determine, based on an independent market study, that the Affordable Housing Unit is no longer necessary to satisfy the affordable or employee housing needs in the County. The County Council or its designee shall make the final determination of such continuing need. The deed restriction for each Affordable Housing Unit shall further specify the procedure for removing said deed restriction, and distributing any equity associated with the difference between the Maximum Sales Price ~~at the time~~ and the fair market value of the Affordable Housing Unit at the time of sale.

8.2. ~~7.2.~~ Annual Compliance Report: HASU shall provide the County with an annual compliance report by January 31 of each year during the term of this Agreement. The annual compliance report shall include a signed statement by each Affordable Housing Unit Owner certifying that their respective Affordable Housing Unit is in compliance with the terms of this Agreement.

8.3. ~~7.3.~~ Waivers: ~~The~~ Owner/Developer hereby waives any defenses, rights or remedies that it might otherwise assert against the County in connection with: (i) the application of the rule against perpetuities to this Agreement; or (ii) any claim that the covenants in this Agreement recorded against the Unit Affordable Housing Units are not ~~real~~ covenants running with the land ~~constituting~~ upon the Unit Property. This waiver shall be binding upon and inure to the benefit of the successor and assigns of the Owner/Developer and the County.



~~8.4. 7.4.~~ ~~Discontinuance of liability after conveyance:~~ Liability After Conveyance. Following the recording of a deed conveying ~~the~~an Affordable Housing Unit to a purchaser, the transferor of the Affordable Housing Unit shall have no further liability under this Agreement respecting the Affordable Housing Unit, except to the extent caused by the negligence or intentional misconduct of the transferor.

~~8.5. 7.5.~~ ~~Sale against~~ Against Owner's will: Will. Nothing in this Agreement shall be interpreted to require ~~a~~an Affordable Housing Unit Owner to sell ~~the~~his or her Affordable Housing Unit against ~~that Unit~~such Owner's will unless the Affordable Housing Unit Owner is in default pursuant to ~~Section 5.4, above~~the terms of this Agreement.

~~8.6. 7.6.~~ ~~Severable obligations~~ Obligations and liabilities: Liabilities. The parties understand that the Affordable Housing Units may eventually be owned by different individuals and entities. The Unit Owner of any particular Affordable Housing Unit, ~~and that Unit itself,~~ shall not be liable for, ~~or~~and any Affordable Housing Unit shall not be encumbered by, the obligations or liabilities under this Agreement associated with or pertaining to any other Affordable Housing Unit or ~~Unit~~the Owner thereof.

~~8.7. 7.7.~~ ~~Non-recourse:~~ No Personal Liability. The various owners, members, directors, officers, managers, employees, agents and contractors of the Owner/Developer shall have no personal liability, deficiency, or recourse liability under this Agreement. The Owner/Developer's liability under this Agreement shall be limited solely to the Owner/Developer's interest in each Affordable Housing Unit and the proceeds therefrom.

~~8.8. 7.8.~~ Notices: Any and all notices and demands by any party to any other party required or desired to be given hereunder shall be in writing and shall be validly given or made if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, sent by Federal Express or other similar courier service keeping records of deliveries and attempted deliveries, or served by facsimile transmission. Service by mail or courier shall be conclusively deemed made on the first business day delivery is attempted. Facsimile transmissions received during normal business hours on a business day shall be deemed made at the time of receipt. Facsimile transmissions not received during normal business hours on a business day shall be deemed made on the next business day. The parties may change their respective addresses for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address, shall not become effective, however, until the actual receipt thereof by the others.

Any notice or demand to the Owner/Developer shall be addressed to the following address:

Red Acre, LLC  
Attn: Michael Kaeske, President  
74 White Pine Canyon Road  
Park City, UT 84060



Any notice or demand to the County shall be addressed to the following address:

Grand County  
Attn: County Clerk-Auditor and Community Development Department  
125 E. Center St.  
Moab, UT 84532  
Fax: (435) 259-2959

Any notice or demand to the HASU shall be addressed to the following address:

Housing Authority of Southeastern Utah  
Attn: Executive Director  
321 E. Center St.  
Moab, UT 84532  
Fax: (435) 259-4938

8.9. ~~7.9.~~ Severability: Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of any of the foregoing Agreement shall be invalid or prohibited under applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions in this Agreement.

8.10. ~~7.10.~~ Attorney's Fees: If any party shall take or defend against any action for any relief against another party arising out of this Agreement, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including, but not limited to, reasonable attorneys' fees and court costs incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

8.11. ~~7.11.~~ Choice of Law: This Agreement shall be governed and construed in accordance with the laws of the State of Utah.

8.12. ~~7.12.~~ Successors: Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, and assigns of the parties.

8.13. ~~7.13.~~ Third Party Beneficiary: This Agreement is not intended to confer rights on third parties.

8.14. ~~7.14.~~ Paragraph Headings: Paragraph or section headings within this Agreement are inserted solely for convenience of reference and are not intended to, and shall not, govern, limit or aid in the construction of any terms or provisions contained herein.



- 8.15. ~~7.15. Gender and Number:~~ Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.
- 8.16. ~~7.16. Modifications:~~ The ~~Parties~~parties agree that any modifications of this Agreement shall be effective only when made by writings signed by the parties, or their successors, hereto and recorded with the Clerk and Recorder of Grand County, Utah.
- 8.17. ~~7.17. Recordation:~~ Upon execution and delivery of this Agreement by the Owner/Developer, the County, and HASU, the Owner/Developer shall cause this Agreement to be recorded and filed in the official public land deed records of Grand County, Utah, and shall pay all fees and charges incurred in connection therewith.
- 8.18. ~~7.18. Covenants Run with the Land:~~ The Owner/Developer intends, declares and covenants, on behalf of itself, all future owners of the ~~Units~~Property, and all parties that obtain any interest in any Unit, that this Agreement and the covenants and restrictions set forth herein, regulating and restricting the rents, use, occupancy and transfer of the Affordable Housing Units, shall be covenants running with the Property and the land and improvements constituting the Affordable Housing Units, for the benefit of the County, shall encumber the Property and such Affordable Housing Units, and shall be binding upon the Owner/Developer, all subsequent ~~Unit~~ Owners of the Affordable Housing Units, and any other party with an interest in any Unit portion of an Affordable Housing Unit or the Property prior to the creation of the Affordable Housing Units required hereunder.
- 8.19. ~~7.19. Integration:~~ This Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein.
- ~~7.20. IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.~~

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

COUNTY:  
Grand County  
A political subdivision of the State of Utah

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

\_\_\_\_\_



County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

Owner/Developer:

Red Acre, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



ACKNOWLEDGEMENT:

STATE OF UTAH            )  
  §  
COUNTY OF GRAND    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of \_\_\_\_\_, a corporation of the State of \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_  
  
My commission expires: \_\_\_\_\_



**Exhibit A  
Real Property**

The following described real Property is located within NW  $\frac{1}{4}$  NW  $\frac{1}{4}$  Section 17, T26S, R22E (SLM) Grand County, Utah, more specifically described as follows:

BEGINNING AT THE NW CORNER OF THE NE $\frac{1}{4}$  OF SE $\frac{1}{4}$  OF SECTION 17, T26S, R22E, SLM, THE NW CORNER OF LOT 2 OF THE CLARK MINOR SUBDIVISION, AND PROCEEDING THENCE WITH THE NORTH LINE OF LOT 2 OF THE CLARK MINOR SUBDIVISION N 89°11'08" E 479.50 FT. TO THE CENTERLINE OF SPANISH VALLEY DRIVE, THENCE WITH SAID CENTERLINE ALONG THE ARC OF A 920.25 FT. RADIUS CURVE TO THE RIGHT 327.79 FT. (SAID CURVE HAS A CHORD WHICH BEARS S 40°52'09"E 326.06 FT.), THENCE WITH SAID CENTERLINE S 30°39'54" E 1232.15 FT. TO THE EAST LINE OF SAID SECTION 17 AND THE EAST LINE OF SAID LOT 2, THENCE WITH SAID LINE S 00°02'00" W 7.94 FT. TO THE SE CORNER OF SAID LOT 2, THENCE S 89°21'03" W 1322.66 FT. TO THE SW CORNER OF SAID LOT 2, THENCE WITH THE WEST LINE OF SAID LOT N 00°03'31"E 1322.53 FT. TO THE POINT OF BEGINNING AND CONTAINING 28.33 ACRES MORE OR LESS.



**Exhibit B  
FY 2016 Maximum Income Limits and Maximum Housing Costs**

\*Median Income is recalculated on an annual basis\*

FY 2016 Income Limit Area	Median Income	FY 2016 Income Limit	Persons In Family					
			1	2	3	4	5	6
Grand County	\$64,300/yr	HUD (80%) Income Limits (\$)	\$36,050	\$41,200	\$46,300	\$51,450	\$55,600	\$59,700

FY 2016 Income Limit Area	Median Income	FY 2016 Income Limit	Maximum Housing Costs/month (Owner or Renter)					
			0 BDRM	1 BDRM	2 BDRM	3 BDRM	4 BDRM	5 BDRM
Grand County	\$64,300/ yr	HUD (80%) Income Limits (\$)	\$901	\$966	\$1,158	\$1,338	\$1,493	\$1,647
			*As per HUD standards, monthly costs assume 1.5 persons/bedroom					



**Exhibit C**  
**Minimum Standards for Seller to Receive Full Resale Value**

- Clean unit
- Carpets steam-cleaned two or three days prior to closing
- All scratches, holes, burned marks repaired in hardwood floors, linoleum, tile, and counter tops, etc.
- No broken or foggy windows
- All screens in windows (if screens were originally provided)
- All doors will be in working order with no holes
- All locks on doors will work
- All keys will be provided; e.g., door, mail box, garage
- All mechanical systems shall be in working order
- Walls paint ready
- Normal wear and tear on carpet; if carpet has holes, stains, etc., the carpet and padding shall be replaced or escrow funds at current market value per square foot for a comparable product shall be held at the time of closing to be used by the new buyer
- No leaks from plumbing fixtures
- Any safety hazard remedied prior to closing
- Satisfaction of radon issue if found at time of inspection
- All light fixtures shall be in working order
- All appliances that existed in the original Unit, remain and are in good working order and good condition

**DEFINITIONS**

- Clean Unit: All rooms will be cleaned as stated below:
- Kitchen:
  - Range - Inner and outer services will be cleaned.
  - Range hood and Exhaust Fan
  - Refrigerator and Freezer - Inner and outer surfaces of refrigerator and freezer will be clean. Freezer will be defrosted.
  - Cabinets and Countertops - Exterior and interior surfaces of cabinets and drawers will be clean. Door and drawer handles, if provided, shall be clean and in place.
  - Sink and Garbage Disposal - Sink and plumbing fixtures will be clean. Garbage disposal must be in working order.
  - Dishwasher - Must be in working order and inner and outer surfaces shall be clean.
- Blinds, Windows, Screens:
  - Mini-blinds, Venetian Blinds, Vertical Blinds, and Pull Shades - Will be clean.
  - Windows - All window surfaces, inside and outside of the window glass, shall be clean.
  - Screens - Screens will be clean and in place with no holes or tears.



- Closets: Closets, including floors, walls, hanger rod, shelves and doors, shall be clean.
- Light Fixtures: Light fixtures will be clean and shall have functioning bulbs/florescent tubes.
- Bathrooms:
  - Bathtub, Shower Walls, Sinks - Bathtubs, shower walls and sinks shall be clean.
  - Toilet and Water Closet - Water closets, toilet bowls and toilet seats will be clean. If the toilet seat is broken or peeling, the seat shall be replaced.
  - Tile - All tile and grout will be clean.
  - Mirrors and Medicine Cabinets - Mirrors and medicine cabinets shall be cleaned inside and out.
  - Shelves and/or Other Cabinetry - All other shelving or cabinetry shall be cleaned inside and out.
- Walls, Ceilings, Painted Doors and Baseboards: Painted surfaces must be cleaned with care to ensure the surface is clean without damaging the paint.
- Floors: Floor cleaning includes sweeping and mopping and could include stripping, waxing and buffing. Types of floor surfaces include bamboo and marmoleum.
- Interior Storage/Utility Rooms: Storage/utility rooms shall be cleaned. Properly cleaned storage/utility rooms will be free from odors, removable stains, grease marks or accumulations.
- Washer/Dryer- Must be in working order and inner and outer surfaces shall be clean
- Safety Hazard: Any item that provides a safety hazard shall be fixed. This would include, but is not limited to, exposed electrical wiring, satisfaction of any radon issue found, ventilation for gas hot water system, etc.
- Walls Paint-Ready: All holes shall be patched; all posters, pictures, etc., shall be removed from all walls; all nails, tacks, tape, etc., shall be removed from all walls; and all walls shall be clean and ready for the new buyer to paint. If wallpaper has been placed on the wall and in good condition, the wallpaper can remain; if the wallpaper is peeling off, the wallpaper must be removed.
- Windows: If a window is broken, including the locking mechanism, the window shall be replaced. If the window has a fog residue in the inside, it shall be replaced.

Document comparison by Workshare Compare on Thursday, July 21, 2016  
8:34:47 AM

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Style change	
Format change	
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Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

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Deletions	366
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<b>Total changes</b>	<b>847</b>



**DEVELOPMENT AGREEMENT ESTABLISHING AN AFFORDABLE HOUSING SET-ASIDE  
WITHIN THE ARROYO CROSSING SUBDIVISION**

This Development Agreement Establishing an Affordable Housing Set-Aside Within the Arroyo Crossing Subdivision (this "Agreement"), is made and entered into as of this \_\_\_ day of July, 2016 (the "Effective Date"), by and between RedAcre LLC, a Utah limited liability company ("Owner/Developer"), Grand County, a political subdivision of the State of Utah ("County"), and the Housing Authority of Southeastern Utah ("HASU").

**Recitals**

- A. WHEREAS, Owner/Developer owns that certain property situated in Grand County, Utah, as more particularly described in **Exhibit A** (the "**Property**"), which is attached hereto and incorporated herein by this reference.
- B. WHEREAS, Owner/Developer has submitted a master plan (the "**Plan**") to the County for the Property. The Plan proposes the subdivision of the Property into a maximum of two hundred twenty (220) housing units (the "**Subdivision**").
- C. WHEREAS, The County Council has, in the exercise of its legislative discretion and following all required public hearings, voted to approve the Plan subject to the execution of this Agreement and provided that no fewer than twenty percent (20%) of the proposed housing units shall be deed restricted to remain affordable housing units (collectively, the "**Affordable Housing Units**"; each individually, an "**Affordable Housing Unit**"), all as more fully set forth in this Agreement.
- D. WHEREAS, pursuant to the authority of Utah Code Ann. §17-27A-102(1)(b) and the specific provisions of the Grand County Code, the County has determined to enter into this Agreement with the Owner/Developer for the purpose of formalizing certain obligations of Owner/Developer with respect to the Property, and such other matters as the County and the Owner/Developer have agreed.

**Agreement**

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants herein contained and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

**1. DEFINITIONS.**

- 1.1. **Department of Housing and Urban Development or HUD:** The United States government department responsible for setting income limits and maximum housing costs for affordable housing programs.



- 1.2. **Domicile:** The place where an individual has a fixed permanent home and principal residence, to which the individual, if absent, may not lease or sub-lease and intends to return, and in which the individual and his or her family voluntarily reside, not for a special or temporary purpose, but with the intention of making a permanent home for a minimum of nine months out of each calendar year.
- 1.3. **Event of Default:** Noncompliance with any part of this Agreement.
- 1.4. **Homeowners Association or HOA:** An entity established to maintain any physical facilities, structures, improvements, systems, areas or grounds held in common by the owners of residential lots in the Subdivision and necessary or desirable for the welfare of the area or Subdivision, or that are of common use or benefit and that are not maintained by the County or another public agency.
- 1.5. **Household:** Two (2) or more individuals related by blood, marriage, or legally recognized relationship, or a maximum of three (3) unrelated individuals residing in the same Domicile.
- 1.6. **Maximum Rental Rate:** The price above which no Affordable Housing Unit may be rented as calculated by HASU based on a formula set forth in a future agreement.
- 1.7. **Maximum Re-Sale Price:** The price above which no deed restricted unit may be sold as calculated by HASU based on a formula set forth in a future agreement.
- 1.8. **Non-Qualified Buyer:** A buyer of an Affordable Housing Unit that is not a Qualified Buyer.
- 1.9. **Non-Qualified Renter:** A renter of an Affordable Housing Unit that is not a Qualified Renter.
- 1.10. **Owner:** The person who is the record holder of legal title to the fee simple interest in any Affordable Housing Unit as reflected in the office of the Grand County Recorder. If there is more than one record holder of legal title to an Affordable Housing Unit, each record holder shall be an Owner. The term "Owner" includes Owner/Developer to the extent that Owner/Developer is the record holder of legal title to the fee simple interest in an Affordable Housing Unit. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such person has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.
- 1.11. **Owner-Occupied.** An Affordable Housing Unit that is occupied by the title owner of record of the Affordable Housing Unit as his or her Primary Residence.
- 1.12. **Primary Residence:** The place where a Domicile has been established.
- 1.13. **Qualified Buyer:** A Qualified Buyer must meet the following criteria:



- 1.13.1. A person who does not own other real property; and
  - 1.13.2. A Household with a minimum of one adult who meets one of the following criteria:
    - 1.13.2.1. Full-time (thirty (30) hours of employment per week) employees of entities located within the boundaries of the Grand County School District; or
    - 1.13.2.2. An owner or owner's representative of a business located within the boundaries of the Grand County School District; or
    - 1.13.2.3. A senior citizen (person who is 62 years of age or older at the time of qualification is established); or
    - 1.13.2.4. A person with a physical and/or mental disability; and
  - 1.13.3. A Household with a maximum combined income less than or equal to 80 percent (80%) of the Grand County Area Median Income ("AMI") according to Household size, which is defined by the most recent annual report of HUD. See **Exhibit B** for Fiscal Year 2016 limits.
- 1.14. **Qualified Renter:** A Qualified Renter must meet the following criteria:
- 1.14.1. A Person who does not own other real property; and
  - 1.14.2. A Household with a minimum of one adult who meets one of the following criteria:
    - 1.14.2.1. Full-time (thirty (30) hours of employment per week) employee of entities located within the boundaries of the Grand County School District; or
    - 1.14.2.2. An owner or owner's representative of a business located within the boundaries of the Grand County School District; or
    - 1.14.2.3. A senior citizen (person who is 62 years of age or older at the time of qualification is established); or
    - 1.14.2.4. A person with a physical and/or mental disability; and
  - 1.14.3. A Household with a maximum combined income less than or equal to 80 percent (80%) of the Grand County AMI according to Household size, which is defined by the most recent annual report of HUD. See **Exhibit B** for Fiscal Year 2016 limits.



- 1.15. **Renter-Occupied:** An Affordable Housing Unit that is occupied by a Qualified Renter as his or her Primary Residence.
- 1.16. **Rent:** The term "rent," or any derivative thereof (e.g., "rented," "rental," "tenant rate," "lease," and "lease agreement"), shall include any exchange of capital, real or otherwise, for the purpose of establishing a Domicile.
- 1.17. **Sale:** The term "sale," or any derivative thereof (e.g., "sales," "sold," and "sell"), shall include any transfer of title of an Affordable Housing Unit, regardless of whether or not any consideration is provided to the transferor in exchange for such transfer. This shall include, but is not limited to, any gift, assignment, or other transfer.

## 2. DEVELOPMENT OF THE SUBDIVISION.

- 2.1. Designation of Affordable Housing Units. Prior to preliminary and final plat approvals for any phase of the Subdivision, the Affordable Housing Units shall be identified on the preliminary and final plat for such phase. A phasing plan shall be provided by the Owner/Developer and approved by the County prior to the issuance of any building permits pertaining to the development of the Subdivision, including any land disturbance or other similar permit.
- 2.2. Construction of Affordable Housing Units. The Affordable Housing Units shall be ready for occupancy no later than the date of the initial or temporary occupancy of any free market units within the Subdivision or applicable phase thereof. If the free market units are developed in phases, then the Affordable Housing Units may be developed in proportion to the phasing of the free market units. For example, for every ten (10) free market units constructed, no fewer than two (2) Affordable Housing Units shall be constructed.
- 2.3. Sale and Rental Restrictions. All Affordable Housing Units shown on a final plat for any phase of the Subdivision shall be subject to the rental and sale and re-sale restrictions set forth in this Agreement. The sole purpose of the Affordable Housing Units is to provide Qualified Buyers and Qualified Renters with the opportunity to occupy as their Primary Residence Owner-occupied and Renter-occupied affordable housing.
- 2.4. Modifications of Plan--Density. If the total number of single-family residential lots proposed in the Subdivision is reduced or otherwise modified, the Owner/Developer shall in all circumstances be required to set-aside twenty percent (20%) of the total number of dwelling units proposed for Affordable Housing Units. Notwithstanding the foregoing, in the event the Subdivision is revised to provide for an overall residential density of not more than two (2) lots per gross acre, then no Affordable Housing Units shall be required and the County may cause the zoning of the Property to be revert to Large Lot Residential (LLR).



- 2.5. Additional Agreements. Nothing in this Agreement shall preclude the County from establishing additional agreements with the Owner/Developer regarding affordable housing or general development requirement with respect to the Subdivision.

**3. COVENANT TO RESTRICT SALES AND RENTALS TO QUALIFIED BUYERS AND RENTERS.**

- 3.1. Sales to Qualified Buyers Only. Except as otherwise agreed upon by the County and the Owner/Developer by amendment to this Agreement, Affordable Housing Units shall only be sold to: (1) Qualified Buyers who agree to use the applicable Affordable Housing Unit as their Owner-occupied Primary Residence, (2) the County, or (3) HASU. If any Affordable Housing Unit is sold to the County or HASU, the County or HASU shall also be bound by restrictions set forth in this Agreement. An Affordable Housing Unit may be sold to a Non-Qualified Buyer only under the circumstances set forth in Section 4 below.
- 3.2. Leasing to Qualified Renters Only. Except as otherwise agreed upon by the County and the Owner/Developer by amendment to this Agreement, Affordable Housing Units shall only be rented to Qualified Renters who agree to use the applicable Affordable Housing Unit as their Renter-occupied Primary Residence. An Affordable Housing Unit may be rented to a Non-Qualified Renter only under the circumstances set forth in Section 5 below.

**4. SALES.**

- 4.1. Initial Sales by Owner/Developer. The initial sale by the Owner/Developer of each Affordable Housing Unit shall be subject to the restrictions set forth in Section 3.1, above and shall be priced in accordance with the following criteria:
- 4.1.1. The sales price at which total monthly ownership costs, including principal, interest, taxes, insurance, and HOA fees (if applicable), do not exceed the then applicable HUD standard for affordability (less than thirty percent (30%) of total household income) based on household size and number of bedrooms for the then current fiscal year. See **Exhibit B** for Fiscal Year 2016 limits.
- 4.1.2. Prior to the initial sale of any Affordable Housing Unit by Owner/Developer, HASU shall confirm in writing that the buyer is a Qualified Buyer.
- 4.1.3. The final sales price for each Affordable Housing Unit sold by the Owner/Developer shall be established at the time of sale of the applicable Affordable Housing Unit, which price shall be established in accordance with this Agreement, reviewed and approved in writing by HASU, and documented in a separate Deed Restriction recorded against such Affordable Housing Unit prior to the initial sale thereof.
- 4.1.4. Owner/Developer shall cause the covenants, conditions and restrictions imposed on the Subdivision to provide that annual and special assessments (but



excluding assessments arising by the applicable owner's default) assessed by the HOA shall never exceed one percent (1%) of the Maximum Sales Price as defined in Section 4.6, below.

- 4.2. Subsequent Sales—Written Notice to HASU. Following the initial sale by the Owner/Developer of an Affordable Housing Unit, each Owner thereof shall notify HASU of its intent to sell such Affordable Housing Unit by delivering to HASU a written notice of such Owner's intent to sell. The date the Affordable Housing Unit Owner delivers such notice to HASU shall be the "**Purchase Offer Date**". No Owner of an Affordable Housing Unit shall sell his or her interest in the Affordable Housing Unit unless such notice has been provided to HASU, and HASU has had an opportunity to exercise its Purchase Option pursuant to Section 4.3 below.
- 4.3. HASU Purchase Option. HASU shall have forty-five (45) days after the Purchase Offer Date (the "**Purchase Option Period**") to make one of the following determinations: a) to purchase the Affordable Housing Unit ("**Purchase Option**"); b) assign the Purchase Option to a Qualified Buyer, or c) decline to purchase the Unit. HASU shall deliver to the Unit Owner written notice of its determination ("**Purchase Exercise Notice**"). HASU shall use its best efforts to deliver the Purchase Exercise Notice to the Affordable Housing Unit Owner regarding HASU's determination of the foregoing as early as possible within the Purchase Option Period.
  - 4.3.1. If HASU elects to exercise its Purchase Option to buy the Affordable Housing Unit or assigns its Purchase Option to a Qualified Buyer, HASU or the Qualified Buyer shall complete the acquisition of the Affordable Housing Unit within sixty (60) days after delivering the Purchase Exercise Notice.
  - 4.3.2. If HASU (i) notifies the Affordable Housing Unit Owner in writing that it will not exercise the Purchase Option, (ii) fails to deliver the Purchase Exercise Notice to the Affordable Housing Unit Owner within the Purchase Option Period, or (iii) exercises the Purchase Option or assigns the Purchase Option to a Qualified Buyer but the transaction fails to close within sixty (60) days after delivery of the Purchase Exercise Notice by reason of a delay caused by HASU or the Qualified Buyer, the Purchase Option shall automatically terminate with respect to such sale or offering for sale, without the need for further notice or documentation.
- 4.4. Re-sales to Qualified Buyers. Upon expiration or other termination of the Purchase Option with respect to a particular Affordable Housing Unit, the selling Affordable Housing Unit Owner shall then offer the Affordable Housing Unit for sale to Qualified Buyers through efforts such as: (i) advertising the sale through local media outlets such as the local newspaper of record and radio stations; (ii) providing notice of the sale to the County Community Development Department; and (iii) listing the Unit for sale on other web-based outlets.



- 4.5. Re-sales to Non-Qualified Buyers. If, after using reasonable efforts to sell the Affordable Housing Unit to a Qualified Buyer, an Affordable Housing Unit Owner is unable to sell the Affordable Housing Unit, the Affordable Housing Unit Owner shall request that (i) HASU or the County purchase the Affordable Housing Unit at a mutually agreed price or (ii) that HASU permit a Non-Qualified Buyer to purchase the Affordable Housing Unit subject to the terms of this Agreement. "**Reasonable efforts**" shall mean conducting a minimum of the following for no less than one hundred twenty (120) days: (i) advertising the sale through local media outlets such as the local newspaper and radio stations; (ii) providing notice of the sale to the County Community Development Department; and (iii) listing the Affordable Housing Unit for sale on other web-based outlets. HASU shall have the right to deny an Affordable Housing Unit Owner's request to sell an Affordable Housing Unit to a Non-Qualified Buyer if, during the one hundred twenty (120) day period, the Affordable Housing Unit Owner rejects an offer from a Qualified Buyer that is within 5% of the Maximum Sales Price as defined in Section 4.6 below.
- 4.6. Re-Sale Formula. Following the initial sale of an Affordable Housing Unit by the Owner/Developer, subsequent sales of Affordable Housing Units shall be governed by a resale formula that establishes the maximum permitted re-sale price of each Affordable Housing Unit (the "**Maximum Re-Sale Price**"). In no event shall an Affordable Housing Unit be sold for an amount in excess of the Maximum Re-Sale Price, which shall be equal to the actual purchase price paid for the Affordable Housing Unit by the selling Owner plus: (i) an increase of three percent (3%) per year from the date of purchase to the applicable Purchase Offer Date; (ii) the actual out-of-pocket cost of capital improvements made to the Affordable Housing Unit during the Selling Owner's ownership of the Affordable Housing Unit subject to the requirements of Sections 4.6.1 and 4.6.2 below, but not more than ten percent (10%) of the actual purchase price paid for the Affordable Housing Unit by the selling Owner; and (iii) the sum of \$250.00, which shall be paid to HASU upon each transfer of ownership of an Affordable Housing Unit. The purchaser shall pay no more than the Maximum Re-Sale Price.
- 4.6.1. Adding to Maximum Re-Sale Price. With the prior written approval of HASU, an Affordable Housing Unit Owner may make certain capital improvements to the Affordable Housing Unit, which may add a maximum of ten percent (10%) of the purchase price for the Affordable Housing Unit paid by the selling Owner to the Maximum Re-Sale Price for such Affordable Housing Unit. A list of capital improvements eligible for increasing the Maximum Re-Sale Price shall be further specified in the Affordable Housing Unit deed restriction.
- 4.6.2. Out of Pocket Costs. In calculating the costs under Sections 4.6.1, only the Affordable Housing Unit Owner's actual out-of-pocket costs and expenses as evidenced by receipts shall be used to calculate the Maximum Re-Sale Price. Such amount shall not include any amount attributable to the Affordable



Housing Unit Owner's profit, labor ("sweat equity"), or to any appreciation in the value of the capital improvements made.

- 4.7. No Assurance. Nothing in this Agreement shall be construed to constitute a representation or a guarantee by the Owner/Developer, the County or HASU that any sale of an Affordable Housing Unit by the applicable Owner shall be consummated for the Maximum Re-Sale Price.

## 5. RENTALS.

- 5.1. Rental Rates. Rental rates for Affordable Housing Units shall be subject to the restrictions set forth in Section 3 above and shall be established in accordance with the following criteria:
- 5.1.1. The rental rate shall not exceed an amount that, when combined with all annual rental costs, including rent, utilities, and HOA fees (if applicable), is higher than the HUD standard for affordability (less than thirty percent (30%) of total household income) based on household size and number of bedrooms in the current fiscal year. See **Exhibit B** for Fiscal Year 2016 limits.
- 5.1.2. Prior to the initial rental agreement being executed for any Affordable Housing Unit, HASU shall confirm in writing that the proposed renter is a Qualified Renter.
- 5.2. Establishment of Rental Rates--Timing. The rental rate for the initial term of each rental agreement for an Affordable Housing Unit will be established at the time the rental agreement is signed for such Affordable Housing Unit and shall be subject to the review and approval of HASU, and recorded with the Grand County Recorder.
- 5.2.1. Changes to Rental Rates. Rental rates for an Affordable Housing Unit shall not be increased unless notice of the proposed increase has been provided to HASU and HASU has provided written consent to the proposed increase.
- 5.3. Rental Agreements; Assignments. Owner/Developer may retain some Affordable Housing Units for purposes of renting the same to Qualified Renters. Except for the initial rental agreement for an Affordable Housing Unit entered into by the Owner/Developer, no rental agreement for an Affordable Housing Unit may be entered into or assigned unless HASU has been provided written notice of the proposed rental agreement or assignment. No new rental agreement or assignment of an existing rental agreement shall be entered into unless such notice has been provided to HASU, and HASU has had an opportunity to exercise its Rental Option pursuant to Section 5.4 below. The date the Unit Owner delivers such notice to HASU shall be the "Rental Offer Date".



- 5.4. HASU Rental Option. HASU shall have fourteen (14) days after the Rental Offer Date ("**Rental Option Period**") to make one of the following determinations: a) identify a Qualified Renter for the Affordable Housing Unit to enter into a rental agreement with the Affordable Housing Unit Owner ("**Rental Option**"), or b) decline to exercise its Rental Option. HASU shall deliver to the Affordable Housing Unit Owner written notice of its determination to exercise the Rental Option ("**Rental Exercise Notice**"). HASU shall use its best efforts to deliver the Rental Exercise Notice to the Affordable Housing Unit Owner as early as possible within the Rental Option Period.
- 5.4.1. If HASU delivers the Rental Exercise Notice, the Qualified Renter identified therein shall sign a new rental agreement for the Affordable Housing Unit within sixty (60) days after HASU delivers the Rental Exercise Notice.
- 5.4.2. If HASU (i) notifies the Affordable Housing Unit Owner in writing that it will not exercise the Rental Option, (ii) fails to deliver the Rental Exercise Notice to the Affordable Housing Unit Owner within the Rental Option Period, or (iii) delivers the Rental Exercise Notice but the identified Qualified Renter fails to sign a new rental agreement within sixty (60) days after HASU's delivery of the Rental Exercise Notice, the Rental Option shall automatically terminate with respect to such rental offering or rental agreement, without the need for further notice or documentation.
- 5.5. Rental Agreement with a Qualified Renter. Upon expiration or other termination of the Rental Option with respect to a particular Affordable Housing Unit, the Affordable Housing Unit Owner shall then offer the Affordable Housing Unit for rent to Qualified Renters through efforts such as: (i) advertising the rental offer through local media outlets such as the local newspaper of record and radio stations; (ii) providing notice of the rental offer to the County Community Development Department; and (iii) listing the Affordable Housing Unit for rent on other web-based outlets.
- 5.5.1. Additional Eligibility Requirements. A Unit Owner may institute additional eligibility requirements for Qualified Renters not specifically defined in this Agreement; provided, no such requirements shall be implemented without the prior written approval of HASU.
- 5.5.2. Changes to Additional Eligibility Requirements. An Affordable Housing Unit Owner shall not modify any previously approved additional eligibility requirements for an Affordable Housing Unit unless HASU has provided prior written consent to the proposed modification.
- 5.6. Rental Agreements with a Non-Qualified Renters. If, after using reasonable efforts to rent an Affordable Housing Unit to a Qualified Renter, an Affordable Housing Unit Owner is unable to rent the Affordable Housing Unit, the Affordable Housing Unit Owner shall request that: (i) HASU or the County purchase the Affordable Housing Unit at a mutually agreed price; or (ii) that HASU permit a Non-Qualified Renter to rent the Affordable Housing Unit subject to the terms of this Agreement. "**Reasonable efforts**" shall mean conducting a



minimum of the following for no less than one hundred twenty (120) days: (i) advertising the Affordable Housing Unit for rent through local media outlets such as the local newspaper and radio stations; (ii) providing notice of the availability for rent of the Affordable Housing Unit to the County Community Development Department; and (iii) listing the Affordable Housing Unit for rent on other web-based outlets. HASU shall have the right to deny a Unit Owner's request to sell the Affordable Housing Unit to a Non-Qualified Renter if, during the one hundred twenty (120) day period, the Affordable Housing Unit Owner rejects a rental application from a Qualified Renter who meets all previously approved eligibility requirements.

- 5.7. Transfer of Previously Rented Affordable Housing Units. If at any point the Owner/Developer or a subsequent Owner of an Affordable Housing Unit desires to sell his or her Affordable Housing Unit previously rented to Qualified Renters, the Affordable Housing Unit Owner shall follow the procedures set forth in Section 4 above pertaining to the sale of an Affordable Housing Unit.

## 6. PHYSICAL CONDITION OF AFFORDABLE HOUSING UNITS.

- 6.1. Changes and/or Capital Improvements. Any modification or improvement to an Affordable Housing Unit shall comply with all currently adopted land use and building code standards. Modifications or improvements exceeding ten percent (10%) of the purchase price in value shall not be added to the Maximum Sales Price upon resale of the Affordable Housing Unit. Affordable Housing Units that are subject to a rental agreement with a Qualified Renter may not be modified or improved without prior written consent of the Affordable Housing Unit Owner.
- 6.2. Minimum Standards of Physical Condition. An Affordable Housing Unit Owner will be required to maintain a minimum standard of physical conditions, as set forth in Exhibit C - Minimum Standards, for the Affordable Housing Unit in order to receive full re-sale value at the Maximum Re-Sale Price. Prior to any sale of an Affordable Housing Unit, HASU or a designee will conduct an inspection and provide a list to the Affordable Housing Unit Owner as to the items that need to be remedied prior to closing to bring the Affordable Housing Unit to minimum standards and to get full resale value at the Maximum Re-Sale Price. If said inspection reflects items that do not meet the minimum standards for the Affordable Housing Unit Owner to receive full re-sale value pursuant to Exhibit C, the Affordable Housing Unit Owner shall be required to either bring the Affordable Housing Unit to minimum standards or an equal cost will be deducted from the Maximum Re-Sale Price. If the Affordable Housing Unit meets the minimum standards for the Owner to receive full resale value at the Maximum Re-Sale Price, the Unit shall be sold for a price up to the Maximum Re-Sale Price. HASU will determine the Maximum Re-Sale Price according to the formula set forth in Section 4.6 above.

## 7. EVENTS OF DEFAULT.



- 7.1. Owner-Occupancy. Affordable Housing Unit Owners shall occupy their Affordable Housing Unit as their Primary Residence.
- 7.2. Rental of Affordable Housing Units. No Affordable Housing Unit Owner may rent or lease their Affordable Housing Unit unless HASU, in its sole discretion, has provided prior written approval. Without prior written approval, renting an Affordable Housing Unit shall constitute an Event of Default of the Affordable Housing Unit Owner. Upon prior written approval from HASU, an Affordable Housing Unit Owner may rent such Owner's Affordable Housing Unit subject to the requirements set forth in Section 5 above. In no circumstances are nightly or other short-term rentals of Affordable Housing Units allowed.
- 7.3. Limitations on Refinancing. No Affordable Housing Unit Owner shall, under any circumstances, obtain any financing or combination of multiple rounds of financing that, in the aggregate, exceed the Maximum Re-Sale Price at the time such financing is completed. Doing so constitutes an event of default under this Agreement.
- 7.4. Default. Noncompliance with any part of this Agreement shall constitute an Event of Default under this Agreement. Events of Default shall include, but not be limited to: rental of an Affordable Housing Unit without prior written approval of HASU, obtaining financing or a combination of multiple rounds of financing that, in the aggregate, exceeds the Maximum Re-Sale Price at the time of such financing, not utilizing an Affordable Housing Unit as a Primary Residence by a Qualified Owner or Qualified Renter, and noncompliance with any other part of this Agreement. Upon the occurrence of any Event of Default, a defaulting Affordable Housing Unit Owner shall have thirty (30) days to remedy the default, after which HASU or the County shall have the right to require that the Affordable Housing Unit Owner sell the Affordable Housing Unit in accordance with and subject to limitations of this Agreement.
- 7.5. Penalties. Upon the occurrence of any Event of Default, if the Affordable Housing Unit Owner remains out of compliance and does not cure the default, monetary penalties shall be assessed against the Affordable Housing Unit Owner at \$100 per day beginning on the 31st day after the Affordable Housing Unit Owner is notified in writing of the Event of Default. The County reserves the right to seek judicial enforcement of these penalties, including seeking a judgment lien and foreclosure.
- 7.6. County's Rights to Purchase an Affordable Housing Unit. If an Affordable Housing Unit Owner is in default of or has failed to make timely payments with respect to any mortgage, deed of trust, or other financial arrangement secured by an Affordable Housing Unit, the creditor secured by the Affordable Housing Unit (the "**Secured Creditor**") shall provide the County with a written notice at least thirty (30) days prior to initiating a trustee's sale, foreclosure proceeding, or other remedy affecting title to the Unit. After receiving notice from the Secured Creditor, the County or a designee shall have the right to purchase such Affordable Housing Unit at a price equal to the amount of outstanding principal, accrued interest, and any other reasonable costs incurred by the Secured Creditor in connection with the Affordable Housing Unit. The County may exercise its right to purchase the Affordable



Housing Unit by providing written notice of its intent to purchase to the Secured Creditor within thirty (30) days after receipt of the Secured Creditor's notice. If the County or a designee does not provide the Secured Creditor notice of its intent to exercise its right to purchase within thirty (30) days after receipt of the notice from the Secured Creditor, the County's right to purchase shall lapse. If the County's right to purchase lapses, the Secured Creditor may initiate a trustee's sale, foreclosure proceeding, or other remedy affecting the title to the Affordable Housing Unit. If ownership of the Affordable Housing Unit is transferred as the result of a trustee's sale, foreclosure proceeding, or other remedy affecting the title to the Unit, all deed restrictions in this Agreement shall be deemed removed with respect to that Affordable Housing Unit.

8. OTHER MISCELLANEOUS ISSUES.

- 8.1. Term of Agreement: The term of this Agreement shall commence as of the date first set forth above and continue in full force and effect for a period not less than forty (40) years. Upon the expiration of the initial forty (40) year term, this Agreement shall be renewed for additional consecutive ten (10) year terms, unless the County shall determine, based on an independent market study, that the Affordable Housing Unit is no longer necessary to satisfy the affordable or employee housing needs in the County. The County Council or its designee shall make the final determination of such continuing need. The deed restriction for each Affordable Housing Unit shall further specify the procedure for removing said deed restriction, and distributing any equity associated with the difference between the Maximum Re-Sale Price and the fair market value of the Affordable Housing Unit at the time of sale.
- 8.2. Annual Compliance Report. HASU shall provide the County with an annual compliance report by January 31 of each year during the term of this Agreement. The annual compliance report shall include a signed statement by each Affordable Housing Unit Owner certifying that their respective Affordable Housing Unit is in compliance with the terms of this Agreement.
- 8.3. Waivers. Owner/Developer hereby waives any defenses, rights or remedies that it might otherwise assert against the County in connection with: (i) the application of the rule against perpetuities to this Agreement; or (ii) any claim that the covenants in this Agreement recorded against the Affordable Housing Units are not covenants running with the land upon the Property. This waiver shall be binding upon and inure to the benefit of the successor and assigns of the Owner/Developer and the County.
- 8.4. Discontinuance of Liability After Conveyance. Following the recording of a deed conveying an Affordable Housing Unit to a purchaser, the transferor of the Affordable Housing Unit shall have no further liability under this Agreement respecting the Affordable Housing Unit, except to the extent caused by the negligence or intentional misconduct of the transferor.
- 8.5. Sale Against Owner's Will. Nothing in this Agreement shall be interpreted to require an Affordable Housing Unit Owner to sell his or her Affordable Housing Unit against such



Owner's will unless the Affordable Housing Unit Owner is in default pursuant to the terms of this Agreement.

- 8.6. Severable Obligations and Liabilities. The parties understand that the Affordable Housing Units may eventually be owned by different individuals and entities. The Owner of any particular Affordable Housing Unit shall not be liable for, and any Affordable Housing Unit shall not be encumbered by, the obligations or liabilities under this Agreement associated with or pertaining to any other Affordable Housing Unit or the Owner thereof.
- 8.7. No Personal Liability. The various owners, members, directors, officers, managers, employees, agents and contractors of the Owner/Developer shall have no personal liability, deficiency, or recourse liability under this Agreement. The Owner/Developer's liability under this Agreement shall be limited solely to the Owner/Developer's interest in each Affordable Housing Unit and the proceeds therefrom.
- 8.8. Notices: Any and all notices and demands by any party to any other party required or desired to be given hereunder shall be in writing and shall be validly given or made if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, sent by Federal Express or other similar courier service keeping records of deliveries and attempted deliveries, or served by facsimile transmission. Service by mail or courier shall be conclusively deemed made on the first business day delivery is attempted. Facsimile transmissions received during normal business hours on a business day shall be deemed made at the time of receipt. Facsimile transmissions not received during normal business hours on a business day shall be deemed made on the next business day. The parties may change their respective addresses for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address, shall not become effective, however, until the actual receipt thereof by the others.

Any notice or demand to the Owner/Developer shall be addressed to the following address:

RedAcre, LLC  
Attn: Michael Kaeske, President  
74 White Pine Canyon Road  
Park City, UT 84060

Any notice or demand to the County shall be addressed to the following address:

Grand County  
Attn: County Clerk-Auditor and Community Development Department  
125 E. Center St.  
Moab, UT 84532  
Fax: (435) 259-2959

Any notice or demand to the HASU shall be addressed to the following address:



Housing Authority of Southeastern Utah  
Attn: Executive Director  
321 E. Center St.  
Moab, UT 84532  
Fax: (435) 259-4938

- 8.9. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of any of the foregoing Agreement shall be invalid or prohibited under applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions in this Agreement.
- 8.10. Attorney's Fees. If any party shall take or defend against any action for any relief against another party arising out of this Agreement, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including, but not limited to, reasonable attorneys' fees and court costs incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.
- 8.11. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Utah.
- 8.12. Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, and assigns of the parties.
- 8.13. Third Party Beneficiary. This Agreement is not intended to confer rights on third parties.
- 8.14. Paragraph Headings. Paragraph or section headings within this Agreement are inserted solely for convenience of reference and are not intended to, and shall not, govern, limit or aid in the construction of any terms or provisions contained herein.
- 8.15. Gender and Number. Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.
- 8.16. Modifications. The parties agree that any modifications of this Agreement shall be effective only when made by writings signed by the parties, or their successors, hereto and recorded with the Clerk and Recorder of Grand County, Utah.
- 8.17. Recordation. Upon execution and delivery of this Agreement by the Owner/Developer, the County, and HASU, the Owner/Developer shall cause this Agreement to be recorded and



filed in the official public land deed records of Grand County, Utah, and shall pay all fees and charges incurred in connection therewith.

- 8.18. Covenants Run with the Land. The Owner/Developer intends, declares and covenants, on behalf of itself, all future owners of the Property, and all parties that obtain any interest in any Unit, that this Agreement and the covenants and restrictions set forth herein, regulating and restricting the rents, use, occupancy and transfer of the Affordable Housing Units, shall be covenants running with the Property and the land and improvements constituting the Affordable Housing Units, for the benefit of the County, shall encumber the Property and such Affordable Housing Units, and shall be binding upon the Owner/Developer, all subsequent Owners of the Affordable Housing Units, and any other party with an interest in any portion of an Affordable Housing Unit or the Property prior to the creation of the Affordable Housing Units required hereunder.
- 8.19. Integration. This Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein.



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

COUNTY:  
Grand County  
A political subdivision of the State of Utah

By: Elizabeth A. Tubb  
Name: ELIZABETH A. TUBBS  
Title: Chair, County Council

Attest:

\_\_\_\_\_  
County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

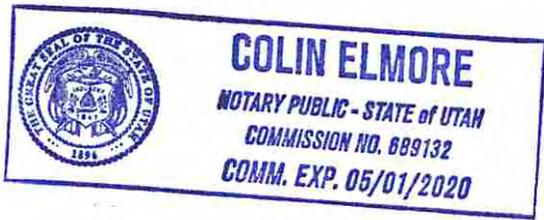
Owner/Developer:  
RedAcre, LLC  
By: [Signature]  
Name: Mike Koveske  
Title: President

ACKNOWLEDGEMENT:

STATE OF UTAH )  
Summit ) §  
COUNTY OF GRAND )

The foregoing instrument was acknowledged before me this 17 day of Aug 2016, by Mike Koveske, in his/her capacity as President of Red Acre LLC, a corporation of the State of Utah.

[Signature]  
NOTARY PUBLIC  
Residing at: 1700 Park Ave #4 Park city, Utah  
84060  
My commission expires: 05/01/2020





**Exhibit A  
Real Property**

The following described real Property is located within NW ¼ NW ¼ Section 17, T26S, R22E (SLM) Grand County, Utah, more specifically described as follows:

BEGINNING AT THE NW CORNER OF THE NE1/4 OF SE1/4 OF SECTION 17, T26S, R22E, SLM, THE NW CORNER OF LOT 2 OF THE CLARK MINOR SUBDIVISION, AND PROCEEDING THENCE WITH THE NORTH LINE OF LOT 2 OF THE CLARK MINOR SUBDIVISION N 89°11'08" E 479.50 FT. TO THE CENTERLINE OF SPANISH VALLEY DRIVE, THENCE WITH SAID CENTERLINE ALONG THE ARC OF A 920.25 FT. RADIUS CURVE TO THE RIGHT 327.79 FT. (SAID CURVE HAS A CHORD WHICH BEARS S 40°52'09"E 326.06 FT.), THENCE WITH SAID CENTERLINE S 30°39'54" E 1232.15 FT. TO THE EAST LINE OF SAID SECTION 17 AND THE EAST LINE OF SAID LOT 2, THENCE WITH SAID LINE S 00°02'00" W 7.94 FT. TO THE SE CORNER OF SAID LOT 2, THENCE S 89°21'03" W 1322.66 FT. TO THE SW CORNER OF SAID LOT 2, THENCE WITH THE WEST LINE OF SAID LOT N 00°03'31"E 1322.53 FT. TO THE POINT OF BEGINNING AND CONTAINING 28.33 ACRES MORE OR LESS.



**Exhibit B  
FY 2016 Maximum Income Limits and Maximum Housing Costs**

\*Median Income is recalculated on an annual basis\*

FY 2016 Income Limit Area	Median Income	FY 2016 Income Limit	Persons In Family							
			1	2	3	4	5	6	7	8
Grand County	\$64,300/ yr	HUD (80%) Income Limits (\$)	\$36,050	\$41,200	\$46,300	\$51,450	\$55,600	\$59,700	\$63,800	\$67,950

FY 2016 Income Limit Area	Median Income	FY 2016 Income Limit	Maximum Housing Costs/month (Owner or Renter)					
			0 BDRM	1 BDRM	2 BDRM	3 BDRM	4 BDRM	5 BDRM
Grand County	\$64,300/ yr	HUD (80%) Income Limits (\$)	\$901	\$966	\$1,158	\$1,338	\$1,493	\$1,647
			*As per HUD standards, monthly costs assume 1.5 persons/bedroom					



**Exhibit C**  
**Minimum Standards for Seller to Receive Full Resale Value**

- Clean unit
- Carpets steam-cleaned two or three days prior to closing
- All scratches, holes, burned marks repaired in hardwood floors, linoleum, tile, and counter tops, etc.
- No broken or foggy windows
- All screens in windows (if screens were originally provided)
- All doors will be in working order with no holes
- All locks on doors will work
- All keys will be provided; e.g., door, mail box, garage
- All mechanical systems shall be in working order
- Walls paint ready
- Normal wear and tear on carpet; if carpet has holes, stains, etc., the carpet and padding shall be replaced or escrow funds at current market value per square foot for a comparable product shall be held at the time of closing to be used by the new buyer
- No leaks from plumbing fixtures
- Any safety hazard remedied prior to closing
- Satisfaction of radon issue if found at time of inspection
- All light fixtures shall be in working order
- All appliances that existed in the original Unit, remain and are in good working order and good condition

**DEFINITIONS**

- Clean Unit: All rooms will be cleaned as stated below:
- Kitchen:
  - Range - Inner and outer services will be cleaned.
  - Range hood and Exhaust Fan
  - Refrigerator and Freezer - Inner and outer surfaces of refrigerator and freezer will be clean. Freezer will be defrosted.
  - Cabinets and Countertops - Exterior and interior surfaces of cabinets and drawers will be clean. Door and drawer handles, if provided, shall be clean and in place.
  - Sink and Garbage Disposal - Sink and plumbing fixtures will be clean. Garbage disposal must be in working order.
  - Dishwasher - Must be in working order and inner and outer surfaces shall be clean.
- Blinds, Windows, Screens:
  - Mini-blinds, Venetian Blinds, Vertical Blinds, and Pull Shades - Will be clean.
  - Windows - All window surfaces, inside and outside of the window glass, shall be clean.
  - Screens - Screens will be clean and in place with no holes or tears.



- Closets: Closets, including floors, walls, hanger rod, shelves and doors, shall be clean.
- Light Fixtures: Light fixtures will be clean and shall have functioning bulbs/florescent tubes.
- Bathrooms:
  - Bathtub, Shower Walls, Sinks - Bathtubs, shower walls and sinks shall be clean.
  - Toilet and Water Closet - Water closets, toilet bowls and toilet seats will be clean. If the toilet seat is broken or peeling, the seat shall be replaced.
  - Tile - All tile and grout will be clean.
  - Mirrors and Medicine Cabinets - Mirrors and medicine cabinets shall be cleaned inside and out.
  - Shelves and/or Other Cabinetry - All other shelving or cabinetry shall be cleaned inside and out.
- Walls, Ceilings, Painted Doors and Baseboards: Painted surfaces must be cleaned with care to ensure the surface is clean without damaging the paint.
- Floors: Floor cleaning includes sweeping and mopping and could include stripping, waxing and buffing. Types of floor surfaces include bamboo and marmoleum.
- Interior Storage/Utility Rooms: Storage/utility rooms shall be cleaned. Properly cleaned storage/utility rooms will be free from odors, removable stains, grease marks or accumulations.
- Washer/Dryer- Must be in working order and inner and outer surfaces shall be clean
- Safety Hazard: Any item that provides a safety hazard shall be fixed. This would include, but is not limited to, exposed electrical wiring, satisfaction of any radon issue found, ventilation for gas hot water system, etc.
- Walls Paint-Ready: All holes shall be patched; all posters, pictures, etc., shall be removed from all walls; all nails, tacks, tape, etc., shall be removed from all walls; and all walls shall be clean and ready for the new buyer to paint. If wallpaper has been placed on the wall and in good condition, the wallpaper can remain; if the wallpaper is peeling off, the wallpaper must be removed.
- Windows: If a window is broken, including the locking mechanism, the window shall be replaced. If the window has a fog residue in the inside, it shall be replaced.