



# GRAND COUNTY COUNCIL REGULAR MEETING

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

## AGENDA

Tuesday, October 18, 2016

4:00 p.m.

- Call to Order**
- Pledge of Allegiance**
- Approval of Minutes** (Diana Carroll, Clerk/Auditor)
  - A. October 4, 2016 (County Council Meeting)
  - B. October 7, 2016 (County Council Special Meeting: Budget Workshop)
- Ratification of Payment of Bills**
- Elected Official Reports**
- Council Administrator Report**
- Department Reports**
  - C. Announcement and brief presentation on approaching dedication of the Lisbon Valley Historical Marker to commemorate the area's history associated with the Mi Vida uranium mine (Lee Shenton, UMTRA Liaison)
- Agency Reports**
- Citizens to Be Heard**
- Presentations** (none)
- Discussion Items**
  - D. Discussion on prioritizing Grand County's 2017 match-required projects for potential funding by the Permanent Community Impact Fund Board (CIB) (Ruth Dillon, Council Administrator)
  - E. Discussion on recommended revisions to the Policies and Procedures of the Governing Body: Section S, "Public Hearings," continued from October 4, 2016; Section T, "Personnel Action Appeal Hearing Protocol;" and Section U, "Amendment of Policies and Procedures" (Ruth Dillon, Council Administrator and Council Study Committee Members Tubbs, Hawks, and McGann) (*allow up to 30 minutes*)
  - F. Discussion on calendar items and public notices (Bryony Chamberlain, Council Office Coordinator)
- General Business- Action Items- Discussion and Consideration of:**
  - G. Approving 1) proposed letter of agreement with San Juan County and 2) proposed Challenge Cost Share Agreement with the Manti-La Sal National Forest both regarding snow plowing by Grand County of approximately 4.5 miles of Geyser Pass Road—a San Juan County Road—and associated parking areas (Bill Jackson, Road Department Supervisor and Forest Service representative)
  - H. Approving proposed Inmate Housing Agreement with Emery County for the housing of Grand County inmates during the remodeling of the Grand County Jail and Dispatch Center (Sheriff White; Veronica Bullock, Jail Commander and Rick Bailey, Emergency Management Director)
  - I. Adopting 1) proposed resolution approving "Grade and Step Assignments Policy for Entry Level Law Enforcement Positions" and 2) adjusting the wages of existing entry level (Grade 13) officers using the same standard (Graig Thomas, Human Resources Director and Sheriff White)

- J. Approving 2017 healthcare benefit rates and approving renewing coverage with existing carriers (Graig Thomas, Human Resources Director and Diana Carroll, Clerk/Auditor)
- K. Approving proposed scope of work-based reclassification and corresponding job description amendments of one of the Maintenance Worker positions at the two Old Spanish Trail Arena Recreation Complex (Graig Thomas, Human Resources Director and Steve Swift, OSTARC Manager)
- L. Approving proposed bid awards for 1) installation and 2) LED light fixtures at the Old Spanish Trail Arena (Steve Swift, OSTARC Manager)
- M. Approving proposed 2-year office lease agreement between Grand County and Pinnacle Helicopters, LLC at Canyonlands Field Airport (Judd Hill, Airport Manager)
- N. Approving proposed ground lease agreement between Grand County and Pinnacle Helicopters at Canyonlands Field Airport (Judd Hill, Airport Manager)
- O. Approving seven individual proposed ground lease agreements between Grand County and William Hawley for a nested T-hangar development at Canyonlands Field Airport (Judd Hill, Airport Manager)
- Consent Agenda- Action Items** (none)
- Public Hearings- Possible Action Items**
  - P. Public Hearing to solicit public input on proposed amendments to the Council on Aging Ordinance No. 478 (Verleen Striblen, Grand Center Program Director)
- 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.

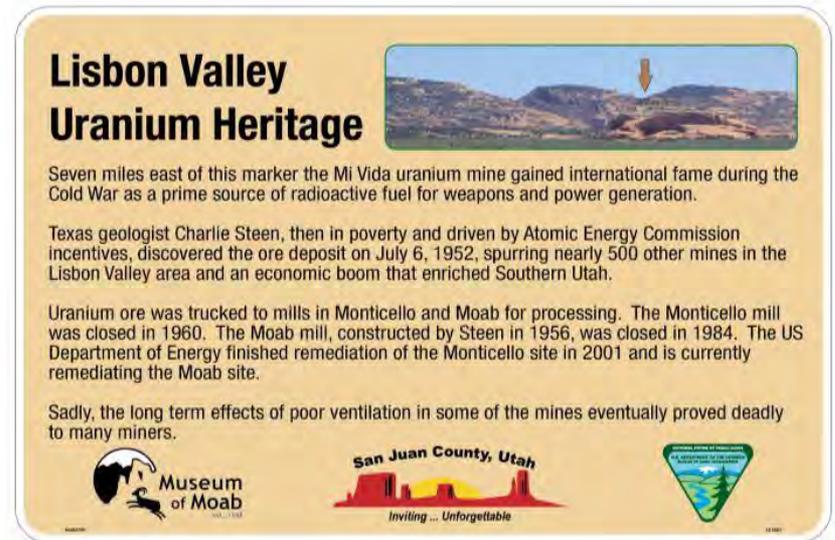
**At the Grand County Council meetings/hearings any citizen, property owner, or public official may be heard on any agenda subject.** The number of persons heard and the time allowed for each individual may be limited at the sole discretion of the Chair. On matters set for public hearings there is a 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.

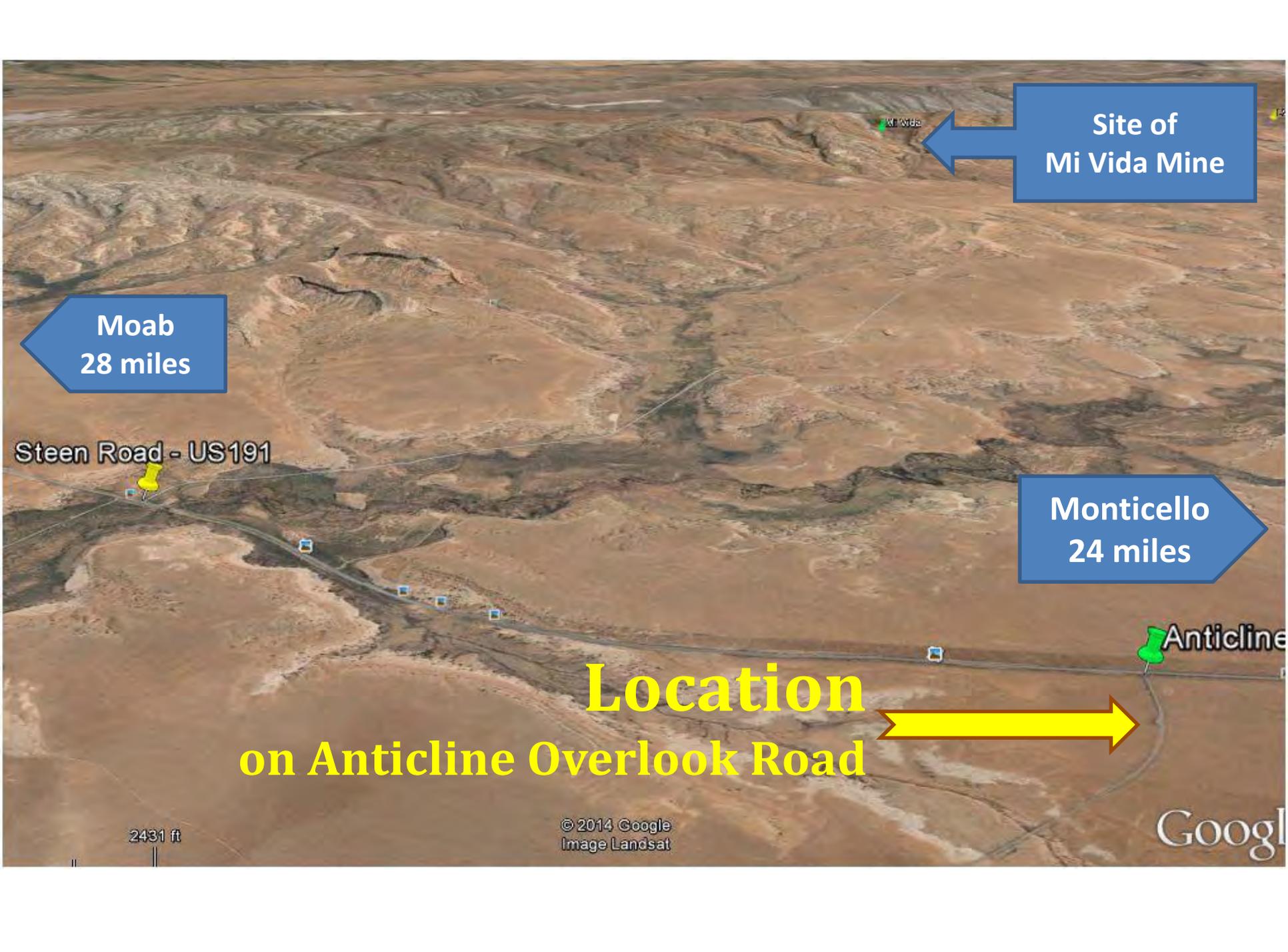
**Requests for inclusion on an agenda and supporting documentation must be received by 5:00 PM on the Wednesday prior to a regular Council Meeting and forty-eight (48) hours prior to any Special Council Meeting.** Information relative to these meetings/hearings may be obtained at the Grand County Council's 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.**

# LISBON VALLEY HISTORICAL MARKER

Recognizing those  
who stepped  
forward to meet  
our Country's call  
for a reliable  
domestic supply  
of uranium





Site of  
Mi Vida Mine

Moab  
28 miles

Monticello  
24 miles

Location  
on Anticline Overlook Road

Steen Road - US191

Anticline

2431 ft

© 2014 Google  
Image Landsat

Google

Based on suggestion of Tom Zoellner,  
Associate Professor of English, Chapman University and  
author of *“Uranium: War, Energy and the Rock that Shaped the World”*

- **Cost \$2,375, entirely funded by private donations**
- Sponsors
  - *Grand County Historic Preservation Commission*
  - *Museum of Moab*
  - Endorsed March 10, 2015 by *San Juan County Commission*
  - Endorsed April 4, 2015 by *Grand County Council*
- Supported by
  - Utah Department of Transportation
  - BLM (site on BLM land)
- **Dedication ceremony being planned**

# Planning the Dedication

- Date and Time to be determined
- Invitees
  - San Juan County Commission
  - Grand County Council
  - District Manager Lance Porter, BLM
  - Mr. Mark Steen, son of Charlie Steen
  - Don Metzler, Federal Project Director, Moab UMTRA
  - Dr. John Foster, Director, Museum of Moab
  - Mr. David Vaughn, Chair, Historic Preservation Commission

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**OCTOBER 18, 2016**

Agenda Item: D

|                       |   |
|-----------------------|---|
| <b>TITLE:</b>         | Discussion on prioritizing Grand County's 2017 match-required projects for potential funding by the Permanent Community Impact Fund Board (CIB) |
| <b>FISCAL IMPACT:</b> | To be determined for 2017   |
| <b>PRESENTER(S):</b>  | Ruth Dillon (Council Administrator)   |

**Prepared By:**

Ruth Dillon  
Council Administrator  
(435)259-1347  
[rdillon@grandcountyutah.net](mailto:rdillon@grandcountyutah.net)

**FOR OFFICE USE ONLY:**

**Attorney Review:**

NA

**BACKGROUND:**

On September 9<sup>th</sup> the County hosted an interagency workshop to update the CIB list. Such list is scheduled to come before the new Council for prioritization and approval in February 2017. It is recommended that the current Council prioritize the county's match-required projects, particularly those listed for potential 2017 submission. Without matches set aside in the 2017 budget, the CIB applications cannot be made (except through budget amendment).

**ATTACHMENT(S):**

1. Draft CIB list, redlined against 2-2-16 approved list

**PERMANENT COMMUNITY IMPACT FUND BOARD (CIB) – GRAND COUNTY CAPITAL IMPROVEMENT PROJECT LIST FOR STATE FY2017**  
 Prioritized and Approved by Grand County Council 2-2-2016

| GRAND COUNTY: SHORT TERM – 2016-2017 / MEDIUM TERM 2018-2022 |                 |  |  |                                     |            |                                   |                                   |           |                             |                                |
|--|-----------------|--|--|-------------------------------------|------------|-----------------------------------|-----------------------------------|-----------|-----------------------------|--------------------------------|
| Applicant Priority   | County Priority | Entity   | Project Description  | Estimated Total Cost                | Revenue    |                                   | Request                           |           | Application Submission Date | Revenue Source for Loan Payoff |
|  |                 |  |  |                                     | Sources    | Shares                            | Grant                             | Loan      |                             |                                |
| A  | A               | Moab Valley Fire Protection District   | New Fire and Rescue Truck  | \$350,000<br><del>400,000</del>     | Local MVFD | \$200,000                         | \$340,200,000                     |           | 2017/2018                   |                                |
|  |                 |  |  |                                     | CIB        | \$340,200,000                     |                                   |           |                             |                                |
| A  | A               | Grand County Municipal Building Authority for Canyonlands Field Airport<br><u>IN PROCESS</u>         | Expansion of Footprint of Main Terminal Secured Area (boarding & restroom) | \$1,900,000<br><del>1,490,000</del> | Local      | \$500,000                         | \$1,400,000<br><del>500,000</del> | \$490,000 | 6/2016                      |                                |
|  |                 |  |  |                                     | CIB        | \$1,400,000<br><del>990,000</del> |                                   |           |                             |                                |
| A  | C               | Grand County Municipal Building Authority for Old Spanish Trail Arena or Grand County Recreation SSD | Replace Existing Well with Larger One for New Ballfields                   | \$200,150,000                       | GIB County | TBD<br><del>\$75,000</del>        | \$200,75,000                      |           | 10/2016/2017                |                                |
|  |                 |  |  |                                     | CIB        | \$75,000                          |                                   |           |                             |                                |

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| GRAND COUNTY: SHORT TERM – 2016-2017 / MEDIUM TERM 2018-2022 |                 |  |   |                      |                             |  |             |           |                             |                                |
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|  |                 |  |   |                      | Sources                     | Shares   | Grant       | Loan      |                             |                                |
| A  | A               | Grand County Municipal Building Authority for EMS              | New Metal Ambulance Bay on Old Senior Center Property (includes small storm water retention basin)        | \$450,000            | Local                       | \$150,000  | \$150,000   | \$150,000 | 6/2017 <del>6</del>         | EMS Fund Balance               |
|  |                 |  |   |                      | CIB                         | \$300,000  |             |           |                             |                                |
| A  | B               | Grand County Municipal Building Authority for the Grand Center | Pavilion at the Grand Center 30'x60'  | \$150,000            | Local Donation              | \$100,000  | \$50,000    |           | 10/2016                     |                                |
|  |                 |  |   |                      | CIB                         | \$50,000   |             |           |                             |                                |
| A  | A               | Grand County or City of Moab                                   | Road and Utility Corridor for Workforce Housing, Commercial Development, and Higher Education Development | \$53,020,000         | USU/EDA                     | \$1,600,000  | \$1,000,000 | \$600,000 | 10/2016                     | Cost recovery fee              |
|  |                 |  |   |                      | Moab City                   | \$375,000  |             |           |                             |                                |
|  |                 |  |   |                      | Grand County                | \$225,000  |             |           |                             |                                |
|  |                 |  |   |                      | State Small Urban Road Fund | \$1,200,000 (\$1mm funded, includes commitments of \$100,000 each from Grand County & Moab City) |             |           |                             |                                |
|  |                 |  |   |                      | CIB                         | \$1,600,000  |             |           |                             |                                |
|  |                 |  |   |                      | UDOT                        | \$550,000  |             |           |                             |                                |

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|  |                 |   |   |  | Sources                      | Shares                                       | Grant      | Loan        |                             |                                |
| A  | A               | Grand County for Road Dept.                       | Jackson Street Drainage Mitigation Project Phase I – Design & Construction of Detention Basin     | \$400,000 (assumes State designation of "High Hazard," yet to be determined) | Local                        | \$4200,000                                   | \$2300,000 |             | 2/2017                      |                                |
|  |                 |   |   |  | CIB                          | \$2300,000                                   |            |             |                             |                                |
| A  | A               | City of Moab                                      | Waste Water Treatment Plant Facilities Upgrade  | \$10,000,000   | City                         | \$2,000,000                                  |            | \$5,000,000 | 2016                        |                                |
|  |                 |   |   |  | GWSSA                        | TBD  |            |             |                             |                                |
|  |                 |   |   |  | DWQ                          | TBD  |            |             |                             |                                |
|  |                 |   |   |  | USDA                         | TBD  |            |             |                             |                                |
|  |                 |   |   |  | CIB                          | \$5,000,000                                  |            |             |                             |                                |
| A  | A               | Grand County Transportation SSD IN PROCESS FUNDED | Federal Lands Access Program (2yr funding program): Fed Hwy 46 La Sal Mountain Loop Rd. (Phase I) | \$7,900,000  | Federal Lands Access Program | \$7,365,200<br>13,000.056 (appropriated)     |            |             | 2/2016                      |                                |
|  |                 |   |   |  | GCTSSD                       | \$267,400<br>676,600 = \$944,000 total match |            |             |                             |                                |
|  |                 |   |   |  | CIB                          | \$267,400                                    |            |             |                             |                                |

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|  |                 |   |   |                               | Sources                  | Shares                      | Grant                  | Loan |                             |                                |
| A  | B               | Spanish Valley Water & Sewer Improvement District | Fire Flow Pump for Navajo Ridge Area Culinary and Fire Water System Upgrade | \$150,000<br>7,800,000        | Local                    | TBD                         | \$75,000               | TBD  | 2016/2017                   |                                |
|  |                 |   |   |                               | CIB/USRDA                | \$150,000                   |                        |      |                             |                                |
|  |                 |   |   |                               | CIB                      | TBD                         |                        |      |                             |                                |
| B  | B               | Castle Valley Town                                | Update 1988 Drainage Study & Recommendations                                | \$35,000                      | Local                    |                             | \$35,000               |      | TBD                         |                                |
|  |                 |   |   |                               | CIB                      | \$35,000                    |                        |      |                             |                                |
| <del>A</del>   | C               | Grand County for Community Development            | Spanish Valley Bike & Pedestrian Path                                       | <del>TBD</del><br>\$2,850,000 | CIB                      | TBD                         | TBD                    |      | 2017                        |                                |
| <del>C</del>   | B               | Grand County for Canyonlands Field Airport        | Installation of CCTV Security System  | \$75,000                      | CIB                      |                             | \$75,000               |      | 2017/2018                   |                                |
| A  | A               | City of Moab                                      | Highway 191 Gateway Plan/Storm Water Drainage Improvements along Hwy        | \$1,200,000<br>5,000,000      | City                     | <del>TBD</del><br>\$200,000 | \$250,000 (grant/loan) |      | 2016/2017                   |                                |
|  |                 |   |   |                               | State Parks Scenic Byway |                             |                        |      |                             |                                |
|  |                 |   |   |                               | Federal                  |                             |                        |      |                             |                                |
|  |                 |   |   |                               | UDOT                     | \$2,500,000                 |                        |      |                             |                                |
|  |                 |   |   |                               | CIB                      | \$250,000                   |                        |      |                             |                                |

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|  |                 |                             |   |                      | Sources                    | Shares       | Grant                  | Loan |                             |                                |
| <del>AB</del>  | B               | Grand County for Road Dept. | Re-Alignment Improvements to Spanish Valley Drive and Millcreek Drive Intersection (including Storm Drainage) | \$1,500,000          | Local Impact Fees          | TBD          | TBD                    |      | 2017                        | TBD                            |
|  |                 |                             |   |                      | CIB                        | TBD          |                        |      |                             |                                |
| A  |                 | City of Moab                | Water Tank  | \$2,500,000          | Division of Drinking Water | \$21,000,000 | \$500,000 (grant/loan) |      | 10/2016                     |                                |
|  |                 |                             |   |                      | City Impact Fees           | \$500,000    |                        |      |                             |                                |
|  |                 |                             |   |                      | CIB                        | \$500,000    |                        |      |                             |                                |
| <del>A</del>   | B               | Grand County                | Half-Mile Gap of Colorado River Pathway (Phase A, paved path & high retaining wall)                           | \$2,510,000          | Local                      | TBD          | TBD                    |      | 2018                        | 6                              |
|  |                 |                             |   |                      | CIB                        | TBD          |                        |      |                             |                                |
| <del>A</del>   | B               | Grand County                | Half-Mile Gap of Colorado River Pathway (Phase B, elevated paved path/bridge)                                 | \$4,334,000          | CIB                        | TBD          | TBD                    |      | TBD                         |                                |

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|  |                 |  |  |                      | Sources           | Shares                   | Grant                    | Loan     |                             |                                |
| B  |                 | Town of Castle Valley                      | Culinary Well/Fill Station                                 | \$50,000             | CIB               | \$50,000                 |                          | \$50,000 | 6/2017                      |                                |
| <del>B</del>   | B               | Grand County for Canyonlands Field Airport | Expansion and Paving of Car Parking Lot at Airport         | \$750,000            | CIB               | <del>\$750,000</del> TBD | <del>\$750,000</del> TBD |          | 2017                        |                                |
| <del>AB</del>  | A               | Grand County for Road Dept.                | Rim Village Drainage Mitigation Project                    | \$3,000,000          | Local Impact Fees | TBD                      |                          |          | TBD                         |                                |
|  |                 |  |  |                      | CIB               | \$2,875,000              | \$2,875,000              |          |                             |                                |
| A  |                 | Castle Valley Fire District                | Fire Protection Water                                      | \$175,000            | CIB               |                          | \$175,000                |          | 2016                        | TBD                            |
| A  |                 | Castle Valley Fire District                | Castle Valley Fire Station and Interagency Regional Center | \$750,000            | CIB               |                          | \$750,000                |          | 2017                        |                                |

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|  |                 |  |  |                      | Sources    | Shares      | Grant     | Loan        |                             |                                |
| B  | B               | City of Moab                             | Storm Drainage, Detention Basins, Out Fall   | \$6,000,000          | City       |             | TBD       | \$3,000,000 | 2016-2018                   |                                |
|  |                 |  |  |                      | DWQ        | \$3,000,000 |           |             |                             |                                |
|  |                 |  |  |                      | CIB        | \$3,000,000 |           |             |                             |                                |
| BC   | B               | USU- Moab & Grand County School District | Votech Center for Adults and College, Combined with the High School's New Facility (Technical, Science and Art Center) | \$5,000,000          | GCS D Land | TBD         |           | \$5,000,000 | 2018-2020                   |                                |
|  |                 |  |  |                      | CIB        | \$5,000,000 |           |             |                             |                                |
| A  |                 | Town of Castle Valley                    | Ingress/Egress Improvement Project (Note: Culvert under CV Drive)  | \$230,000            | Local      | \$30-50,000 | \$130,000 |             | 2018                        |                                |
|  |                 |  |  |                      | USDA       | \$50,000    |           |             |                             |                                |
|  |                 |  |  |                      | CIB        | TBD         |           |             |                             |                                |

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|--------------------|-----------------|---|---|-----------------------------|--------------|--------|---------|------|-----------------------------|--------------------------------|
|                    |                 |   |   |                             | Sources      | Shares | Grant   | Loan |                             |                                |
| * B                | C               | City of Moab, Grand Co., San Juan Co., & Grand Water & Sewer Service Agency, USGS | Ground Water Study – Mathematical Modeling  | \$300,000                   | City of Moab | TBD    | TBD     |      | 2018                        |                                |
|                    |                 |   |   |                             | Grand County | TBD    |         |      |                             |                                |
|                    |                 |   |   |                             | San Juan     | TBD    |         |      |                             |                                |
|                    |                 |   |   |                             | GWSSA        | TBD    |         |      |                             |                                |
|                    |                 |   |   |                             | CIB          | TBD    |         |      |                             |                                |
|                    |                 |   |   |                             | USGS         | TBD    |         |      |                             |                                |
| * B                | C               | Grand County Municipal Building Authority for Canyonlands Field Airport           | New Airport Terminal  | \$7,500,000<br>\$12,000,000 | TBD          | TBD    | TBD     |      | 2022                        | 039                            |
|                    |                 |   |   |                             | TBD          | TBD    |         |      |                             |                                |
|                    |                 |   |   |                             | TBD          | TBD    |         |      |                             |                                |
|                    |                 |   |   |                             | TBD          | TBD    |         |      |                             |                                |
| * B                |                 | Grand County  | Jackson Street Drainage Mitigation Project Phase II – Conveyance System to Pack Creek | \$950,000                   | Local        | TBD    | TBD     |      | 2018                        |                                |
|                    |                 |   |   |                             | CIB          | TBD    |         |      |                             |                                |

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|  |                 |                                     |  |                      | Sources | Shares      | Grant             | Loan        |                             |                                |
| C  | C               | Canyonlands Health Care SSD         | Parking and Landscaping for Extension of the Long Term Care Center | \$1,500,000          | SSD     | \$250,000   | \$1,250,000       |             | 6/2019                      |                                |
|  |                 |                                     |  |                      | CIB     | \$1,250,000 |                   |             |                             |                                |
| A  |                 | Grand County – Solid Waste District | Improvements for Recycling Center and Above Ground Truck Scale     | \$250,000            | Local   | 50%         | ½ Grant<br>½ Loan |             | 6/2017                      |                                |
|  |                 |                                     |  |                      | CIB     | 50%         |                   |             |                             |                                |
| C  | C               | Spanish Valley Water & Sewer        | Sewer Main Line Upgrade for USU Development Property               | \$5,000,000          | Local   | \$1,000,000 |                   | \$4,000,000 | 20182019                    |                                |
|  |                 |                                     |  |                      | CIB     | \$4,000,000 |                   |             |                             |                                |

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**OCTOBER 18, 2016**

Agenda Item: E

|                       |  |
|-----------------------|--|
| <b>TITLE:</b>         | Discussion on recommended revisions to the Policies and Procedures of the Governing Body: Section S, "Public Hearings," continued from October 4, 2016; Section T, "Personnel Action Appeal Hearing Protocol;" and Section U, "Amendment of Policies and Procedures" |
| <b>FISCAL IMPACT:</b> | N/A  |
| <b>PRESENTER(S):</b>  | Ruth Dillon, Council Administrator and Council Study Committee Members Tubbs, Hawks, and McGann  |

**Prepared By:**

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

**FOR OFFICE USE ONLY:**

**Attorney Review:**

Complete for Section T;  
 to be requested for all  
 other sections after all  
 sections are discussed

**BACKGROUND:**

On October 4th, the Council continued discussions of Section S, Public Hearings. After Council discussions, staff offered to bring the section back with additional clarifying language in the subsections on "Closing Hearings," "Written Comments," and "Decision."

Topics for tonight's discussion are:

- Section S, Public Hearings
- Section T, Personnel Action Hearing Protocol (see legal review)
- Section U, Amendment of Policies & Procedures
- Appendix

New redlined suggestions by staff are provided for Section S. Redlined suggested changes for Section T follow legal review recommendations. And the redlined suggested changes for Section U are made by the Council Study Committee.

**ATTACHMENT(S):**

1. Redlined suggested changes
2. Confidential folder for Section T

## S. Public Hearings

1. Posting of Public Hearing: All public hearings shall be published in the local newspaper of record and posted in accordance with Utah State Code, Grand County Land Use Code 9.1.8-10 and local ordinances, as applicable.
2. Staff Presentation: The appropriate staff shall make a presentation to the County Council and the public on behalf of the public hearing matter.
3. Applicant Speaks: Regarding Planning and Zoning issues, the applicant shall be invited the first to speak to the Council Members after the staff has made a presentation. Applicants may appear in person or by legal or other counsel. Applicant statements shall be limited to ten (10) minutes unless waived by the Chair (spoken or unspoken).
4. Questions: Council Members may direct questions to the applicant and/or staff in order to bring out relevant facts, circumstances or conditions affecting the case and may call for questions from the staff.
5. Opening Hearings: The Chair shall open the hearing and invite the public to the podium for comment. All public participation shall be subject to Section Q ("Decorum and Debate") of these rules by laws.
6. Closing Hearings: Following public comment, if any, during the public hearing ~~the Council Chair may announce conclusion of this portion of the public hearing (except for written comments) or the Council may continue the hearing by motion stating that the public hearing will remain open for written public comment until 5PM on the date that is six (6) days before the next regularly scheduled meeting (or other specified date). The Chair further states that the matter will be considered at the next regularly scheduled meeting (or other specified date). At the Chair's discretion, an announcement may be made that the Council can instead choose to suspend these rules, by a 2/3 affirmative vote, to take action and vote on the matter immediately. Whether or not the Chair makes such announcement, a Council Member may so move, and if the motion to take action is approved by a 2/3 super majority vote, the County Council can then move to consider the item.~~
7. Written Comments: Written comments, including email comments, to [council@grandcountyutah.net](mailto:council@grandcountyutah.net), may be submitted for the record at the hearing or up to ~~forty-eight (48) hours~~ 5PM six (6) days before the Call to Order of the next regularly scheduled County Council Meeting. The Council Administrator shall ensure that all ~~documents~~ on-time written comments are made a part of the Council packet for available for review by Council Members ~~forty-eight (48) hours~~ prior to the Council meeting at which the issue is to be considered. At the

close of each public hearing the Council Administrator shall ensure that all on-time written comments have been forwarded all comments to the Clerk's Office for public record

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7.8. Late Comments. – Written comments are considered late any time after 5PM six (6) days before the next regularly scheduled Council Meeting that follows the public hearing, unless a different date is specified by the Chair. Late comments (whether received by Council Office staff by email, mail or delivery) will be forwarded electronically by Council Office staff as usual to each Council Member. However, late comments will not be made available by Council Office staff for the Council meeting nor made a part of the online archived public record.

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~~8. Anonymous Comments:~~ The Council Administrator, at his/her discretion, may choose not to forward anonymous written comments related to public hearings to Council Members, and such anonymous comments shall be forwarded to the Clerk under seal indicating that they have not been reviewed by the Council.

9. Decision: Unless a motion is approved by a super majorit vote to suspend the rules in order to vote on the matter immediately following the public hearing, ~~The County Council shall consider the public hearing matter item at its next regularly scheduled meeting (or other specified date) in order to receive additional written comments or to receive additional evidence for further study. The County Council may take action immediately upon closing of the public hearing provided it is moved and approved to take action by a two-thirds (2/3) vote. If the motion to take action is approved, the County Council can then move to consider the item.~~

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#### T. Personnel Action Appeal Hearing Protocol

Purpose of Informal Council Hearing: To determine if there is reasonable support for the decision based upon the grounds stated in the personnel action.

1. County Council Administrator to notice appellant of Council's decision regarding granting a hearing, and if granted, the date and time of the hearing and hearing protocol.
2. Hearing to be held in closed session, no recordings.
3. Direct supervisor/supervising Elected Official/supervising Department Head (hereafter "Supervisor"), HR Director, Clerk/Auditor, Council Administrator, Appellant, and Council to be present. No witnesses, representatives or attorneys.
4. No exhibits or additional documents to be considered. Confidential Council packet to include:
  - a. Letter of termination/personnel action
  - b. Appeal by employee to ~~Department Head~~Supervisor
  - c. Response by ~~Department Head~~Supervisor
  - d. Appeal by employee to HR Director

- e. Response by HR Director
  - f. Appeal to Council
  - g. Letter to Appellant setting date of appeal
  - h. Relevant County policies and/or procedures
  - i. Appeal protocol
5. Order of and Time allotted for presentations:
    - a. Department Head/Supervisor-5 minutes
    - b. HR Director-5 minutes
    - c. Appellant -10 minutes
  6. No cross-examination of presenters. Council Members only may ask questions at the end of each presentation.
  7. Presenters and Appellant to be excused at the end of presentations and Council questions. Council to make determination during closed session and may:
    - a. Uphold personnel action;
    - b. Overturn personnel action; or
    - c. Request additional information and continue hearing until information is received and considered.
  8. Council issues a written decision to appellant within 15 working-business days of adjournment of ~~the~~ hearing.

#### U. Amendment of Policies and Procedures

1. Amending the Policies and Procedures: No policy or procedure of the Governing Body shall be amended except by four (4) affirmative votes of its Membership, and consideration of the amendments shall be held during a regularly scheduled meeting(s).
2. Resolution Required: Amendment of the Policies and Procedures of the Governing Body shall be through resolution. ~~The resolution shall identify all changes to be included in the amendment. A redlined document shall be archived electronically by the Council's Office identifying all changes for approval.~~

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| **Attachments**Appendix

- I. UCA Section 17-53-207, Rules and Regulations Governing Legislative Bodies
- II. County Form of Government Ordinance
- | III. ~~Council E-mail and Communication Policy~~ Agenda Summary Form
- IV. Council Administrator Job Description
- V. County Organizational Chart
- VI. List of Boards, Commissions and Committees
- VII. Resolutions Amending this Document

# 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>  | <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>9:00AM Budget Workshop (Chambers)</li> <li>11:30AM Joint City/County Council Meeting CANCELED (County Council Chambers)</li> </ul>       | 1  |    |
| 2      | <ul style="list-style-type: none"> <li>8:30AM Assured Housing Breakfast Q &amp; A (Chambers)</li> <li>4:00PM Noxious Weed Control Board (Grand Center)</li> <li>5:00PM Airport Board (Chambers)</li> </ul> | <ul style="list-style-type: none"> <li>8:30AM Safety &amp; Accident Review Committee (Chambers)</li> <li>12:00PM EDC - Utah Advisory Board (SLC)</li> <li>4:00PM County Council Meeting (Chambers)</li> <li>5:00PM Meet and Greet (Outdoor Summit) (Lions Park)</li> </ul>  | <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>             | <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>   | <ul style="list-style-type: none"> <li>9:00AM Budget Workshop (Chambers)</li> </ul>   | 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>   | <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> | <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>    | <b>Intergenerational Povert... ♦ Cedar City</b> <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>   |   | <ul style="list-style-type: none"> <li>9:00AM Budget Workshop - Canceled (Chambers)</li> </ul> | 15 |
| 16     |  | <ul style="list-style-type: none"> <li>12:00PM Chamber of Commerce (Zions Bank)</li> <li>4:00PM County Council Meeting (Chambers)</li> </ul>  | <ul style="list-style-type: none"> <li>6:00PM Recreation SSD (City Chambers)</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>9:00AM Budget Workshop and lunch (Chambers)</li> </ul>   | 22   |    |
| 23     |  | <ul style="list-style-type: none"> <li>3:00PM Moab Tailings Project Steering Committee (Chambers)</li> </ul>  | <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> | <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>  | <ul style="list-style-type: none"> <li>9:00AM Budget Workshop and lunch (Chambers)</li> </ul>   | 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>  | <b>2016 UASD Annual Conve... ♦ Ogden Eccles Conference ...</b>  |   | <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> | 5  |    |

# November 2016

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

| Sunday | Monday  | Tuesday   | Wednesday  | Thursday  | Friday  | Saturday |
|--------|---|---|--|---|---|----------|
| 30     | 31  | <ul style="list-style-type: none"> <li>8:30AM - 8:30AM Safety &amp; Accident Review Committee (Chambers)</li> <li>4:00PM - 4:00PM County Council Meeting (Chambers)</li> </ul>  | 2016 UASD Annual Conve... ♦ Ogden Eccles Conference ...  |   | <ul style="list-style-type: none"> <li>5:30PM - 5:30PM Mosquito Abatement District (District Office)</li> <li>7:00PM - 7:00PM Grand Water &amp; Sewer Service Agency (District Office)</li> </ul>   | 5        |
| 6      | <ul style="list-style-type: none"> <li>1:00PM - 1:00PM Affordable Housing Task Force (Chambers)</li> <li>5:00PM - 5:00PM Airport Board (Chambers)</li> </ul>  | <ul style="list-style-type: none"> <li>12:00PM - 12:00PM Trail Mix Committee (Grand Center)</li> <li>3:00PM - 3:00PM Travel Council Advisory Board (Chambers)</li> <li>5:30PM - 5:30PM OSTA Advisory Committee (OSTA)</li> <li>6:00PM - 6:01PM Cemetery Maintenance District (Sunset Memorial)</li> <li>6:00PM - 6:00PM Transportation SSD (Road Shed)</li> </ul> | <ul style="list-style-type: none"> <li>5:00PM - 5:00PM Agenda Summaries Due</li> <li>6:00PM - 6:00PM Planning Commission (Chambers)</li> <li>7:00PM - 7:00PM Thompson Springs Fire District (Thompson)</li> </ul>  | <ul style="list-style-type: none"> <li>4:00PM - 4:00PM Solid Waste Management SSD (District Office)</li> <li>5:30PM - 5:30PM Library Board (Library)</li> <li>7:00PM - 7:00PM Thompson Springs Water SSD (Thompson)</li> </ul>  | Veteran's Day<br><ul style="list-style-type: none"> <li>8:00AM - 5:00PM County Offices Closed</li> </ul>  |          |
| 13     | <ul style="list-style-type: none"> <li>12:30PM - 12:30PM Council on Aging (Grand Center)</li> <li>7:00PM - 7:00PM Conservation District (Youth Garden Project)</li> </ul>   | <b>UAC Newly Electe</b><br><ul style="list-style-type: none"> <li>12:00PM - 12:30PM Chamber of Commerce (Zions Bank)</li> <li>4:00PM - 4:00PM County Council Meeting (Chambers)</li> </ul>  | <b>UAC Annual Convention ♦ Dixie Center in St. George</b><br><ul style="list-style-type: none"> <li>1:00PM - 1:00PM Homeless Coordinating Committee (Zions Bank)</li> <li>1:00PM - 1:00PM Moab Area Watershed Partnership (Water District Office)</li> <li>6:00PM - 6:00PM Recreation SSD (City Chambers)</li> </ul> |   | <ul style="list-style-type: none"> <li>12:00PM - 12:00PM Housing Authority Board (City Chambers)</li> <li>1:30PM - 4:30PM Exemplary / Performance Review Committee Meeting (Chambers)</li> <li>4:00PM - 4:00PM Arches SSD (Fairfield Inn &amp; Suites)</li> <li>7:00PM - 7:00PM Grand Water &amp; Sewer Service Agency (District Office)</li> </ul> | 19       |
| 20     | <ul style="list-style-type: none"> <li>2:45PM - 2:45PM Mental Health Board (Green River)</li> <li>5:00PM - 5:00PM Public Health Board (Green River)</li> </ul>  | <ul style="list-style-type: none"> <li>9:00AM - 9:00AM Council Workshop - if needed (Chambers)</li> </ul>   | <ul style="list-style-type: none"> <li>6:00PM - 6:00PM Planning Commission (Chambers)</li> </ul>   | <b>Thanksgiving Holiday</b><br><b>County Offices Closed</b>   |   | 26       |
| 27     | <ul style="list-style-type: none"> <li>9:00AM - 9:00AM Canyon Country Partnership - Holiday Banquet and Retirement Roast (Grand Center)</li> <li>5:30PM - 5:30PM Mosquito Abatement District (District Office)</li> <li>6:00PM - 8:00PM Solid Waste Community Goals Public Workshop (MARC)</li> </ul> |   | <ul style="list-style-type: none"> <li>5:00PM - 5:00PM Agenda Summaries Due</li> </ul>   | <ul style="list-style-type: none"> <li>9:00AM - 9:00AM Canyon Country Partnership - Holiday Banquet and Retirement Roast (Grand Center)</li> <li>5:30PM - 5:30PM Mosquito Abatement District (District Office)</li> <li>6:00PM - 8:00PM Solid Waste Community Goals Public Workshop (MARC)</li> </ul> |   | 3        |



## Employment Opportunities

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### **Emergency Medical Technician - Basic**

Posted March 15, 2016 8:00 AM | Closes December 31, 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 December 31, 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 December 31, 2016 3:00 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 December 31, 2016 3:00 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](#)

### **GCSO Patrol Deputy**

Posted September 27, 2016 9:00 AM | Closes December 31, 2016

Apply Online Job Summary Under the direct supervision of the Patrol Supervisor the Deputy Sheriff performs a variety of entry-level professional and technical... [Full Description](#)

[Apply Online](#)

### **Human Resource Director**

Posted October 7, 2016 | Closes March 31, 2017 5:00 PM

Job Summary Under the supervision of the County Attorney and in close collaboration with: the County Council, County Council Administrator, Elected Officials, and... [Full Description](#)

[Apply Online](#)

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

Posted October 3, 2016 2:00 PM | Closes November 4, 2016 3:00 PM

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](#)

**Not finding your *dream job*? Take a look at [Community Jobs](#).**

# Make a difference in your community ...

## Become a Grand County Board or District Volunteer

**NOTICE OF COUNTY BOARD END OF THE YEAR VACANCIES for Citizen Participation.** The following *Grand County Boards, Commissions & Committees* will have vacancies at year end. Must reside in Grand County unless otherwise indicated, have the appropriate expertise when required by law, and agree to abide by the County's Conflict of Interest Ordinance. Applications are due: **October 31, 2016**

| COUNTY BOARD, COMMISSION OR COMMITTEE  | VACANCIES | TERM EXPIRATION |
|--|-----------|-----------------|
| Council on Aging   | 3         | 12/31/2020      |
| Historical Preservation Commission<br>(May reside in Grand, Emery or San Juan County)  | 1         | 12/31/2020      |
| Housing Authority of Southeastern Utah<br>(may reside in Grand or San Juan County)   | 1         | 12/31/2021      |
| Library Board  | 2         | 12/31/2020      |
| Planning Commission<br>(Must be a resident and a registered voter of Grand County for at least 2 yrs prior to serving)   | 2         | 12/31/2020      |
| Public Health Board  | 1         | 12/31/2019      |
| Travel Council Board<br>(Must represent the local hotel & lodging industry; restaurant industry; recreational facilities; conventional facilities; museums; cultural attractions; or other tourism-related industries) | 1         | 12/31/2020      |

**NOTICE OF DISTRICT BOARD END OF THE YEAR VACANCIES for Citizen Participation.** The following *District Boards* in Grand County will have vacancies at year end. Must reside in Grand County; must be a registered voter within the District; may not be an employee of the District. Applications are due: **October 31, 2016**

| DISTRICT BOARD   | Vacancies | Term Expiration |
|--|-----------|-----------------|
| Canyonlands Health Care District                                     | 2         | 12/31/2020      |
| Cemetery Maintenance District  | 1         | 12/31/2020      |
| Recreation District  | 2         | 12/31/2020      |
| Solid Waste Management District                                      | 1         | 12/31/2020      |
| Thompson Fire District   | 1         | 12/31/2020      |
| Transportation District (must reside in unincorporated Grand County) | 1         | 12/31/2020      |

For more information call Bryony Chamberlain at (435) 259-1346. Interested applicants shall complete the "Board, Commission, and Committee Certification and Application Form" available at <http://grandcountyutah.net/194/Boards-Commissions-Committees> or at the County Council's Office. Completed forms may be emailed to [council@grandcountyutah.net](mailto:council@grandcountyutah.net) or delivered to Grand County Council Office, 125 E Center, Moab, UT 84532 by Monday, October 31, 2016. All new qualified applicants will be interviewed. The County Council will begin making appointments for these volunteer positions during a regular Council meeting at the beginning of the New Year.

Board member responsibilities and board meeting dates are available at <http://grandcountyutah.net/194/Boards-Commissions-Committees>

## **Notice of Election**

Grand County hereby gives notice that the following Proposition will be on the ballot for the upcoming General Election to be held in Grand County on Tuesday, November 8, 2016.

### **Proposition 3**

#### **AN OPINION QUESTION TO IMPOSE A HEALTHCARE FACILITIES SALES AND USE TAX OF UP TO ONE-HALF OF ONE PERCENT TO BE USED AS ALLOWED BY STATE OF UTAH STATUTE**

Shall Grand County, Utah 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?

/s/Diana Carroll  
Grand County Clerk/Auditor

Published in the Times Independent, Moab, Utah October 20, 27 and November 3, 2016.

## GRAND COUNTY VOTER INFORMATION PAMPHLET

### PROPOSITION 3

#### AN OPINION QUESTION TO IMPOSE A HEALTHCARE FACILITIES SALES AND USE TAX OF UP TO ONE-HALF OF ONE PERCENT TO BE USED AS ALLOWED BY STATE OF UTAH STATUTE

Shall Grand County, Utah 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?

The arguments for or against a ballot proposition are the opinions of the authors.

#### Argument in Favor

### Canyonlands Care Center and Ambulance Services 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. Estimated total collections from the tax is \$1.6 million. A majority of this tax would be paid by 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 2/3 Medicaid and 1/3 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. The Canyonlands Care Center will close without a reliable funding source, 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.

**Grand County Council**

**A public hearing will be held regarding Proposition 3  
Tuesday, October 4, 2016 at 6:00 p.m.**

**Grand County Council Chambers  
125 E. Center Street  
Moab, Utah 84532**

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|            |                                      |
|------------|--------------------------------------|
| Bid Title: | Printing of 2016 Moab Travel Planner |
| Category:  | Moab Area Travel Council             |
| Status:    | Open                                 |

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Description:

The Moab Area Travel Council (MATC), the Destination Marketing Organization for Grand County, Utah (a branch of the County Government), is accepting proposals for the printing of the updated Moab Travel Planner.

Publication Date/Time:

9/19/2016 8:00 AM

Closing Date/Time:

10/21/2016 5:00 PM

Related Documents:

[2016 Travel Planner RFP](#)

[Return To Main Bid Postings Page](#)



**MOAB AREA TRAVEL COUNCIL**  
P.O. Box 550  
Moab, Utah 84532  
435-259-1370 • Fax 435-259-1376

www.discovermoab.com | director@discovermoab.com

**MOAB AREA TRAVEL COUNCIL  
GRAND COUNTY, UTAH  
REQUEST FOR PROPOSAL: PRINTING 2016 MOAB TRAVEL PLANNER**

The Moab Area Travel Council (MATC), the Destination Marketing Organization for Grand County, Utah (a branch of the County Government), is accepting proposals for the printing of the updated Moab Travel Planner.

**MOAB TRAVEL PLANNER DESCRIPTION:**

- 64 pages & 4 page cover
- 5 3/8" w x 8 3/8" h
- 4 color process throughout
- Cover stock: Sterling 80# Dull
- Inside stock: 50# Coated Matte
- Final piece must weigh less than 3.0 ounces with 3 tabs and a mailing label
- Text ink: 4/4 (process color throughout)
- Saddle Stitch/Trim
- A portion of the total quantity will be tabbed on three open sides at printer (1.5" tabs approved by MATC)
- With booklet spine at the bottom, tabs should be positioned on the leading and trailing edges within 1" from the top. One additional tab should be positioned on the lower leading edge .5" from the bottom.
- Requesting bids on quantities of 100,000 (60,000 tabbed) , 125,000 (75,000 tabbed) and 150,000 (90,000 tabbed)
- Boxed 25 lbs per box or less/Skid Pack
- Freight included in proposal, separate from print cost

**CONTENT:**

- The MATC will provide completed digital files by November 3, 2016

**SCHEDULE:**

- Proposals due by 5:00pm on October 21, 2016
- Bid opening at 10:00am in the Grand County Clerk's office on October 24, 2016
- Project awarded by 5:00pm on November 2, 2016
- Delivery of Travel Planners to the Travel Council location no later than 3:00pm on November 18, 2016

**SHIPPING:** Proposal must include a bid for printing and shipping.

Proposal must be submitted to: Moab Area Travel Council  
ATTN: Travel Planner Printing RFP  
125 E Center St  
Moab, UT 84532

Faxed and email proposals cannot be accepted as this is a sealed bid process. For additional information contact Elaine Gizler at 435-259-1370 or director@discovermoab.com.

| Date            | Event Name  | Permit Status  |
|-----------------|---|--|
| <b>OCTOBER</b>  |   |  |
| 1               | Moab Century Tour - Skinny tire                                 | Permitted  |
| 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)            | Permitted  |
| 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<br>Permits required for routes |
| 27-30           | Moab Ho Down Mountain Bike & Film Festival 10th Annual          | Permit not Required - not over 100, BLM<br>permit required for routes  |
| 22-23           | The Other Half, 13.1 mile race                                  | Permitted  |
|                 | Pumpkin Chuckin' Festival                                       | Cancelled for 2015/2016  |
| 28-30           | Moab Craggin' Classic   | Email sent 9.30.2016   |
| 30-11/4         | Moab Folk Camp  | Permit not required - not over 100, event held in city limits  |
| <b>NOVEMBER</b> |   |  |
| 4-6             | Moab Folk Festival  | No permit required - City Limits   |
| 4-6             | Moab Celtic Festival "Scots On the Rocks"                       | Permit not required - OSTA Event   |
| 5-6             | Moab Trail Marathon (Kane Creek area), 1/2 Marathon & Adventure | Permit in process  |
| 9-12            | Moab Senior Games   | No permit required - City Limits   |
|                 | 20th Annual Moab Turkey Trot / foot race                        |  |
| 19              | Dead Horse Ultra , Mad Moose Events                             | Permitted  |
| 20-23           | Moab International Film Festival                                |  |

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**OCTOBER 18, 2016**

Agenda Item: G

|                       |   |
|-----------------------|---|
| <b>TITLE:</b>         | Approving 1) proposed letter of agreement with San Juan County and 2) proposed Challenge Cost Share Agreement with the Manti-La Sal National Forest both regarding snow plowing by Grand County of approximately 4.5 miles of Geyser Pass Road—a San Juan County Road—and associated parking areas  |
| <b>FISCAL IMPACT:</b> | \$15,360.00 (\$34.00 per hour @ 8 hour days for 16 days for salary and labor & \$86.00 per hour for equipment)<br><u>Per Forest Service Agreement Financial Plan (worksheet):</u><br>\$31,311.36 noncash contribution by Forest Service plus<br>\$11,796.48 volunteer labor (in-kind) contribution by Forest Service;<br>\$15,360.00 noncash contribution by Grand County |
| <b>PRESENTER(S):</b>  | Bill Jackson, Road Supervisor and Brian Murdock, Manti-La Sal National Forest Service Recreation, Trails, and Wilderness Manager)   |

**Prepared By:**

Bill Jackson  
 Roads Supervisor  
 435-259-5308  
 with  
 Ruth Dillon  
 Council Administrator  
 435-259-1347

**FOR OFFICE USE ONLY:**

**Attorney Review:**

Complete for both  
 agreements  
 (see confidential  
 folder)

**RECOMMENDATION:**

I move to approve 1) the proposed Challenge Cost Share Agreement with the Manti-La Sal National Forest and 2) the proposed letter of agreement with San Juan County, both regarding Grand County's snow plowing of approximately 4.5 miles of Geyser Pass Road, a San Juan County Road, and associated parking areas, and authorize the Chair to sign the Forest Service Agreement and the Council Administrator to sign the letter of agreement with San Juan County.

**BACKGROUND:**

On February 2<sup>nd</sup>, a motion failed (due to a tie vote) to approve interim funding for 2016 winter snow removal on Geyser Pass Road and associated parking areas located in the Forest Service. Since that time, negotiations between Grand County, San Juan County, and the Forest Service, including legal review of proposed agreements (attached), have occurred.

At the February Council meeting, the following issues were posed for discussion and consideration. These issues have now been largely resolved (**see green comments below**) via the proposed agreements.

1. Interim funding for snow removal – **resolved via an annual Forest Service Agreement**
2. Grand County does not have the proper equipment for this type of winter snow removal. Does Grand County want to provide long term snow removal on Geyser Pass Road or only when San Juan requests assistance and where would the funding come from for equipment and operations? – **resolved via the annual Forest Service Agreement and the San Juan County letter of agreement, both with 30 days' written notice to terminate**
3. What liability would Grand County be exposed to in the interim (February/March 2016) without an agreement with San Juan County? – **resolved for future snow months via the Forest**

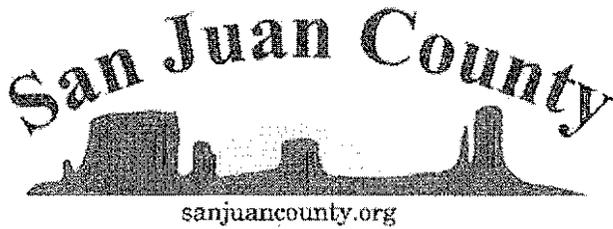
### **Service Agreement and the San Juan County letter of agreement**

4. Will the Forest Service/San Juan County be willing to provide a gate near the Geyser Pass and Loop Road intersection to control access while snow removal operations are taking place? Will the FS/SJ County provide, install and maintain any signage that might be identified to aid in public education and/or safety? Will the FS/SJ County be willing to provide, install and maintain delineators along the route for shoulder location? – **resolved via the Forest Service Agreement, including that the Forest Service will provide equipment and operators on a limited basis to widen the road if snow berms make the road too narrow**
5. Would the FS/SJ County cut back slopes in areas that need additional room for snow storage? – **resolved yet this can be reviewed with Forest Service staff and potentially added to the Forest Service agreement as needed**
6. Who would determine when snow removal is needed and who will determine if and when the road needs to be temporarily closed for safety reasons due to lack of snow removal due to priorities? **This is a timing and logistical issue requiring good communication between the Forest Service, Avalanche Forecast Center and the County Road Department.**

As a reminder, in the event that Grand County provides snow removal either in the interim or long term, Geyser Pass Road is a recreational road. Therefore, it is not a priority road for snow removal above school bus routes, emergency situations, and residents. – **resolved via the San Juan County letter of agreement**

#### **ATTACHMENT(S):**

1. Proposed letter of agreement with San Juan County
2. Proposed agreement with the Forest Service, with attachments
3. Insurance and legal review (see confidential folder)



## SAN JUAN COUNTY COMMISSION

Phil Lyman - Chairman  
Rebecca M. Benally - Vice-Chairman  
Bruce B. Adams - Commissioner  
Kelly Pehrson - Administrator

October 10, 2016

Ruth Dillon  
Grand County Council Administrator  
125 East Center Street  
Moab, UT 84532

**RE: Snow Removal for Geyser Pass Road**

Dear Ms. Dillon:

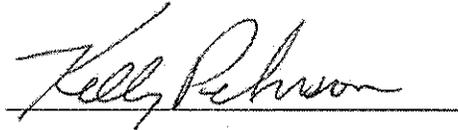
There has been concern about the consistency of snow plowing on CR126 – Geyser Pass Road (the “Road”) in recent years. After careful consideration, San Juan County Commission has decided to grant Grand County permission to perform snow removal on this Road subject to the following conditions:

- Grand County is authorized to close the relevant section of the Road and the associated parking lot in order to provide snow plowing on approximately 4.5 miles of the road to the Geyser Pass Winter Trailhead.
- Grand County will only plow this portion of the Road after higher priority roads, schools, and businesses have been plowed.
- San Juan County will retain and maintain the Road on its Class B Road list as well as the Forest Service Schedule A.
- Each year, the Grand County Road Department shall contact the San Juan County Road Department before October 15<sup>th</sup> to jointly inspect the road and discuss the conditions of the portion of the Road that are involved in this agreement.
- Grand County will be responsible for the costs of plowing the road as indicated in the “Challenge Cost Share Agreement” and pursuant to the specific terms in La Sal Mountain Winter Recreation Program, 2016 Annual Financial Operating Plan (collectively the “Forest Service Program”) attached hereto as Attachment A.
- Grand County will be responsible for all damage to the Road or road signs that occur as a result of Grand County’s snow removal activities. All such damages will be repaired as soon as is practical, at Grand County’s expense.

- Grand County will indemnify San Juan County from third party claims resulting from any accidents or incidents that are the direct result of Grand County's snow plowing activities on the Geyser Pass Road.
- Forest Service will provide a gate that will be closed while Grand County is plowing the road. Grand County will notify San Juan County when gate is shut to allow us to notify the citizens of the road being closed temporarily.
- Grand County shall immediately notify San Juan County of any accidents or damage that occurs on the Road.
- No additional authority or permission beyond the terms of the Forest Service ~~Agreement~~ <sup>Program</sup> and the specific terms herein shall be granted to Grand County.

In the event that either party wants to terminate the permission granted, they shall give written notice thirty (30) days prior to terminating.

Thank you,



Kelly Pehrson, San Juan County Administrator

Agreed upon:

---

Ruth Dillon, Grand County Council Administrator



FS Agreement No. 16-CS-11041000-011

Cooperator Agreement No. [ ]

**CHALLENGE COST SHARE AGREEMENT**  
**Between The**  
**GRAND COUNTY**  
**And The**  
**USDA, FOREST SERVICE**  
**MANTI-LA SAL NATIONAL FOREST**

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the Grand County, hereinafter referred to as "County," and the USDA, Forest Service, Manti-La Sal National Forest hereinafter referred to as the "U.S. Forest Service," under the authority: Department of Interior and Related Agencies Appropriation Act of 1992, Pub. L. 102-154.

**Background:** In 1991 an Environmental Analysis was prepared by the US Forest Service on a Winter Recreation Plan for the La Sal Mountains. In conjunction with Grand and San Juan County, the Moab Chamber of Commerce, Moab Area Travel Council and the La Sal Mountain Winter Recreation Citizens Committee a final plan was adopted by the Moab Ranger District of the Manti- La Sal National Forest. The goal of the plan was to maintain a "high quality backcountry winter recreation area in the La Sal Mountains". The plan outlined the different aspects required for a successful and safe winter recreation program in the La Sal Mountains. In the plan the US Forest Service committed to providing an avalanche forecast center out of the Moab Ranger District that would forecast the avalanche danger in Southeastern Utah and provide avalanche education to local communities. The second aspect of the plan was to manage commercial use and provide opportunities for local outfitters to create business opportunities around the winter recreation program. This has been accomplished and there have been several outfitter and guide permits issued and managed over the last 25 years. The US Forest Service has also partnered with the State of Utah, the Grand County Trail Mix Committee (Trail Mix) and the Lower Utah Nordic Alliance (LUNA) to groom and maintain groomed Nordic ski trails from the Geyser Pass Winter Trailhead. The third aspect of the program was that the Counties would be encouraged to keep approximately 4.5 miles the Geyser Pass Road (FSR 0071) road plowed and open to the Geyser Pass Winter Trailhead. The road has been plowed over the last 25 years by both Grand and San Juan Counties. This agreement provides a basis for the cooperative effort to continue between the US Forest Service and the County in providing quality winter recreation in the local area.

**Title:** La Sal Mountain Winter Recreation and Access Agreement

**I. PURPOSE:**

**Commented [A1]:** Prior to, or early in the G&A Process, both parties should ensure that the cooperator has a EIN/TIN, DUNS, and is CCR registered. CCR registration is required annually. Contact your local G&A Specialist for more information.

**Commented [A2]:** This document will auto populate the Cooperator's name throughout the document after you enter the desired name in 2 locations. Those locations are: Section III Part A (Legal Authority) and Section V Part C (Notices). After you enter the desired name in each location hit the "TAB" key. This will trigger the auto populate function. The comments for the locations where you enter the text are in bold.

**Commented [A3]:** Insert FS agreement number using the following format: *FY-CS-11RRU/SS-XXX*.

**Commented [A4]:** Insert cooperator agreement number, if applicable. This is the first location of the auto-populate function.

**Commented [A5]:** NOTE: All provisions in this agreement are mandatory, unless otherwise excepted.

**Commented [A6]:** Insert Cooperator's legal name.

**Commented [A7]:** Insert FS Region/Station/Area/Institute name.

**Commented [A8]:** Insert Cooperator's legal name.

**Commented [A9]:** Insert Cooperator's shortened name or the word "Cooperator."

**Commented [A10]:** Insert FS Region/Station/Area/Institute name.

- Commented [A11]:** Insert the appropriate authority(s):
- 1.Department of Interior and Related Agencies Appropriation Act of 1992, Pub. L. 102-154
  - 2.Secure Rural Schools and Community Self-Determination Act of 2000, Public Law 106-393, 16 U.S.C. 500, as reauthorized and amended by the Emergency Economic Stabilization Act of 2008, Energy Improvement and Extension Act of 2008, and Tax Extenders and Alternative Minimum Tax relief Act of 2008, Section 601(a) in division C of Pub. L. 110.

**Commented [A12]:** Insert title of agreement consistent with I-Web project title and WorkPlan.



The purpose of this agreement is to document the cooperation between the parties for providing a winter recreation program in the La Sal in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibit B. It is recognized by all involved parties that the Geyser Pass Road (FSR 0071) will be plowed as work load and funding is available, and that bus routes, emergency vehicle routes, and general residential and business routes will have first priority for plowing.

**Commented [A13]:** Provide explanation about what parties are going to do, i.e., build, install, replace, etc.

The Geyser Pass Road (FSR 0071) is a Forest Service system road under Forest Service Jurisdiction. This agreement does not change jurisdiction.

**II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The Forest Service is committed to providing quality winter recreational opportunities for the public on National Forest System Lands. Winter recreation use has grown considerably over the last 25 years. Winter recreation use at the Geyser Pass Winter Trailhead is diverse and includes; backcountry skiers, cross-country skiers, snowshoers, snowboarders, fat tire mountain bikes, sledding, snowmobilers and snowbikers and Christmas tree cutters in the early season. The County and Moab Area Travel Council have requested that the US Forest Service provide a winter program for both local users and draw winter users from outside the area. The US Forest Service will continue to provide avalanche forecasting and education for the La Sal Mountains to ensure safe winter recreation for the public. The US Forest Service will also continue to work cooperatively with Trail Mix and LUNA to provide groomed Nordic trails.

The COUNTY is also interested in providing quality recreation experiences for county citizens, as well as drawing winter users from outside the area as well as access for private land owners and businesses operating in the Geyser Pass area. Grand County through the Trail Mix also supports providing and maintaining Nordic ski trails for county residents and visitors.

In Consideration of the above premises, the parties agree as follows:

**III. The COUNTY SHALL:**

- A. **LEGAL AUTHORITY.** The County shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. Work jointly with the U.S. Forest Service to develop the Annual Operating and Financial Plan regarding the snowplowing and winter maintenance of the Geyser Pass road (FSR 0071) and winter trailhead parking lot for the winter months.

**Commented [A14]:** If there is more than one Cooperator you may add additional Cooperator shall sections. You must add the following provisions to those sections: Legal Authority, Use of Government Owned Vehicles and Building and Computer Access by Non-Forest Service Personnel.

**Commented [A15]:** Cooperator's shortened name or "Cooperator." Be sure to include the article "The" if appropriate. This is the first location of the autopopulate function.



Annual Operating Plan (Exhibit A) and Financial Plan (Exhibit B) added will be jointly prepared and agreed to by the parties. The AOP shall at minimum contain:

1. Specific language stating that the AOP is being added to the agreement thereby subjecting it to its terms.
2. Specific beginning and ending dates.
3. Specify labor, supplies, etc. to be paid by each party.
4. Include specific information as to the non-cash contributions (i.e. equipment, indirect costs, etc.) by the parties.

#### IV. THE U.S. FOREST SERVICE SHALL:

- A. Work with jointly with the County to develop the Annual Operating and Financial Plan regarding the snowplowing and winter maintenance of the Geysers Pass road (FSR 0071) and Winter trailhead parking lot for the winter months.

Annual Operating Plan (Exhibit A) and Financial Plan (Exhibit B) added will be jointly prepared and agreed to by the parties. The AOP shall at minimum contain:

1. Specific language stating that the AOP is being added to the agreement thereby subjecting it to its terms.
  2. Specific beginning and ending dates.
  3. Specify labor, supplies, etc. to be paid by each party.
  4. Include specific information as to the non-cash contributions (i.e. equipment, indirect costs, etc.) by the parties.
- B. Install closure gate, to be used to enhance safety during plowing operations.
  - C. Post and maintain signage for winter activities along road and at trailhead.
  - D. Clean and maintain restrooms at those trailheads necessary for winter use.
  - E. Based on funding and equipment/operator availability the US Forest Service would push snow berms out along the plowed road with Forest Service equipment when the road becomes too narrow to safely travel.
  - F. Continue to fund and manage an Avalanche Forecast Center to provide information and education to winter users.



G. U.S. Forest Service Agreements Specialist shall add any future Annual Operation Plan and Financial Plan as a numbered modification to this agreement.

**V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Commented [A16]:** May be changed to accommodate additional contacts.

**Principal Cooperator Contacts:**

**Commented [A17]:** Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.

| Cooperator Program Contact | Cooperator Administrative Contact |
|----------------------------|-----------------------------------|
| Name:                      | Name:                             |
| Address:                   | Address:                          |
| City, State, Zip:          | City, State, Zip:                 |
| Telephone:                 | Telephone:                        |
| FAX:                       | FAX:                              |
| Email:                     | Email:                            |

**Principal U.S. Forest Service Contacts:**

**Commented [A18]:** Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.

| U.S. Forest Service Program Manager Contact | U.S. Forest Service Administrative Contact |
|---|--|
| Name:                                       | Name:                                      |
| Address:                                    | Address:                                   |
| City, State, Zip:                           | City, State, Zip:                          |
| Telephone:                                  | Telephone:                                 |
| FAX:  | FAX:                                       |
| Email:                                      | Email:                                     |

B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or County are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

**Commented [A19]:** Cooperator's shortened name or "Cooperator." Be sure to include the article "the" if appropriate. This is the second, and final, location of the autopopulate function.

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To County, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.



- C. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or County from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any of County’s contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of County's products or activities.
- E. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. The County agree(s) that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as County hereby willingly agree(s) to assume these responsibilities.  
  
Further, County shall provide any necessary training to County’s employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The County shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- F. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- G. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- H. ELIGIBLE WORKERS. The County shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- I. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). County shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update

**Commented [A20]:** The parties may negotiate the following, additional, text, "... and does not by direct reference or implication convey the Cooperator's endorsement of the Forest Service's products or activities.

**Commented [A21]:** Mandatory provision **IF** the Cooperator expressly assumes Tort and OWCP liability for their volunteers.

**Commented [A22]:** Tribal employment rights ordinances, TEROs, are permissible, allowing tribes to carry out hiring and contracting/granting practices to the advantage of tribal members.



to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).

J. **STANDARDS FOR FINANCIAL MANAGEMENT.**

**1. Financial Reporting**

The County shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

**2. Accounting Records**

The County shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

**3. Internal Control**

The County shall maintain effective control over and accountability for all U.S. Forest Service funds. The County shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the award/agreement and used solely for authorized purposes.

**4. Source Documentation**

The County shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract documents. These documents must be made available to the U.S. Forest Service upon request.

K. **AGREEMENT CLOSEOUT.** Within 90 days after expiration or notice of termination the parties shall close out the agreement.

Any unobligated balance of cash advanced to County must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 2 CFR Part 200, Subpart D, 200.305.



Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by County.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- L. **PROGRAM PERFORMANCE REPORTS** The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

**Commented [A23]:** Additional language may be added which outlines specific report requirements.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

The County shall submit **annual** performance reports to the U.S. Forest Service Program Manager. These reports are due **90** days after the reporting period. The final performance report shall be submitted either with County's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

**Commented [A24]:** From the drop down box, choose either: quarterly, semi-annual, or annual.

**Commented [A25]:** From the drop down box, choose either: 30 or 90. The 90 day grace period corresponds only to annual reports

- M. **RETENTION AND ACCESS REQUIREMENTS FOR RECORDS.** The County shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The County shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.



- N. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). ). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- O. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- P. REMEDIES FOR COMPLIANCE RELATED ISSUES. If County materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:
1. Temporarily withhold cash payments pending correction of the deficiency by County or more severe enforcement action by the U.S. Forest Service;
  2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the current agreement for County's program;
  4. Withhold further awards for the program, or
  5. Take other remedies that may be legally available, including debarment procedures under 2 CFR Part 417.
- Q. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:
1. When the U.S. Forest Service and County agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.



2. By 30 days written notification by The County to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement does not accomplish the purpose for which the award/agreement was made, the Forest Service may terminate the award upon 30 days written notice in its entirety.

Upon termination of an agreement, County shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to County for the United States Federal share of the non-cancelable obligations properly incurred by County up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

R. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

S. DEBARMENT AND SUSPENSION. The County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

**Commented [A26]:** Mandatory provision. *Prior* to entering into an arrangement with a Cooperator, the FS shall verify that they are not debarred or suspended from entering into a non-procurement transaction with the Federal Government. This list is maintained by GSA and located at [www.sam.gov](http://www.sam.gov).

T. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

**Commented [A27]:** Insert a notification period that is no less than 30 days.

U. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through April 30, 2021 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

**Commented [A28]:** Insert the expiration date not greater than 5 years. If the agreement has a five-year term, delete "unless extended . . ."

V. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

**Commented [A29]:** The signature block may be changed to accommodate additional signatories.



## EXHIBIT A

La Sal Mountain Winter Recreation Program 2016 Annual Financial and Operating Plan  
USDA Forest Service, Manti-La Sal National Forest  
and  
Grand County

2016/2017 Winter Season

**I.** This Annual Financial and Operating Plan is hereby made and entered into by and between Grand County and the Manti- La Sal National Forest under the provisions of Challenge Cost-Share Agreement Number 16-CS-11041000-011 executed on . This Financial and Operating Plan is in effect for the period September 1, 2016 and ending August 31, 2017.

**1. Access:**

Winter recreation opportunities in the La Sal's center around the Geyser Pass Winter Trailhead (GPWT). The GPWT is the primary access point for backcountry skiing, snowmobiling, cross-country skiing, snowshoeing and snow biking. Access to the GPWT is by way of the Geyser Pass Road (FSR 0071). Grand County will provide snow plowing on the road to the GPWT and plow the parking lot when it is needed and after other higher priority roads, schools and businesses have been plowed. The US Forest Service will provide equipment and operators on a limited basis for widening the road if snow berms make the road too narrow.

The Forest Service will install a gate on the road at the junction of the Geyser Pass and Loop Roads that will allow the road to be physically closed while plowing is occurring. Appropriate signing will also be installed to advise uses of the nature of the road and any potential hazards

**2. Trail Signs:**

US Forest Service will install and maintain the following signs and maps;

- Bamboo/plastic marking poles and directional arrows along the groomed Nordic Trails.
- Trailhead Kiosk signs and maps.
- Areas closed to snowmobiles and motorized use will also be clearly marked with signage

**3. Trail Grooming:**

Nordic Ski Trail grooming will be the responsibility of the US Forest Service and will primarily be conducted with forest service volunteers and employees when available. Grooming frequency will be determined by snowfall, budget, and available staffing resources. Grooming will occur as shown on the Meadows, Gold Basin and Geyser Pass Roads. Snowmobiles and all grooming equipment are property of the Forest Service and will be maintained by the US Forest Service.

**4. Avalanche Forecasting and Education**

US Forest Service will continue to provide avalanche forecasts and condition reports via the Utah Avalanche Center (UAC). The Utah Avalanche Center will also continue to provide avalanche safety education to winter users of the La Sal Mountains.

**5. Facilities**

The US Forest Service will continue to service, clean and maintain the restroom facilities for public use at the GPWT.

**Instructions:** Use this form in conjunction with Forest Service Handbook (FSH) 1509.11, Ch. 70, Financial Planning Requirements, for participating, challenge cost-share, joint venture, and cost-reimbursable agreements. This form may be used for other types of Forest Service Manual 1580 agreements, when useful. Choose one of the four (4) financial plan versions and complete. Each four versions require identical information and result in calculations and cost analysis that are the same. Primarily, these versions vary in the way that information is entered into the financial plan matrix. Version 1 (Financial Plan - Long Form - No Program Income) and Version 2 (Financial Plan - Long Form With Program Income) cost analysis data values are automatically entered into the financial plan matrix. Version 3 (Financial Plan - Long Form - No Program Income) and Version 4 (Financial Plan - Long Form With Program Income) require manual entry of the cost analysis data values into the financial plan matrix. Users do not have to use or print versions/sheets that are not applicable to their agreement.

The purpose of this form is to capture the total estimated value of the proposed agreement. Once the agreement is approved, in writing, by the parties, then this financial plan becomes the financial estimates for the agreement. This financial plan must display the parties' expected contributions to the agreement. These contributions should be broken down by party contribution type (e.g., non-cash, in-kind, cash to cooperator), see below for definitions, and cost elements (e.g., salaries, supplies, travel). Cost element values should be the result of documented cost analysis on this form. Each financial plan version provides samples of cost analysis calculations, see associated Excel comment balloons. Additional instructions are located on version 1/2 cost analysis tabs.

#### **Definitions for the Matrix Column Headings:**

(a) Forest Service Non Cash Contribution: Forest Service noncash contributions may consist of employee salaries, overhead (indirect), travel provided, and/or equipment and supplies purchased and provided to the Cooperator for use in the project. These costs are an expense to the U.S. Forest Service, but do not include funding for reimbursement of Cooperator expenses.

(b) Forest Service Volunteer Labor (In-Kind) Contribution: This is the value of volunteer labor donated for completion of the project by the Forest Service for which the Forest Service has incurred no expense. Forest Service volunteer agreements (either sponsored or individual) should be used to document the donated services. The value of volunteer labor should be commensurate with local labor rates for similar work.

(c) Forest Service Cash to the Cooperator: This is the maximum amount of funding that will be reimbursed or advanced to the Cooperator. This is an expense to the Forest Service.

(d) Cooperator Noncash Contribution: These are expenses the Cooperator incurs that are contributed to the project in lieu of cash, but for which costs are incurred, such as employee salaries, overhead (indirect costs), travel, equipment, supplies, and so forth. These do not include in-kind contributions from third parties, such as donations from other entities or volunteer labor.

(e) Value of Cooperator In-Kind Contribution: Cooperator in-kind contributions provided toward completion of the project for which the Cooperator has **incurred no expense**. These contributions can be made from the Cooperator or through the Cooperator by other entities and include such items as volunteer labor, donated materials, equipment, supplies, etc. These values are not reimbursable and can only be used to satisfy the Cooperator's matching requirement.

(f) Cooperator Cash to the Forest Service: These are Cooperator cash contributions actually transferred to the Forest Service for use in completing the project. This is an expense to the Cooperator and does not include in-kind contributions made to the Cooperator from other organizations. Display by Cost Element where these funds will be expended. Be sure to cite a collection authority in the Agreement if this column is used. Include cash the Cooperator is transferring to the Forest Service for the project, that has been received as a grant(s) from a non-Federal entity(ies).

- (g) Cooperator, Third Party Cash Contribution, Federal: This includes cash contributions provided to the Cooperator from another Federal agency for use in the project, for which the Cooperator has incurred no expense. Display these contributions by Cost Element Expenditures.
- (h) Cooperator, Third Party Noncash Contribution, Federal: Noncash contribution provided to the Cooperator from Federal agency(ies) for use in the project, for which the Cooperator has incurred no expense. Display these contributions by Cost Element Expenditures.
- (i) Cooperator, Third Party In-Kind Contribution, Federal: In-kind contribution provided to the Cooperator from Federal organization(s) for use in the project, for which the Cooperator has incurred no expense. Value assessed for volunteer labor and donated materials, equipment and supplies should be valued based on FSH 1509.11, Ch. 70. These values are not reimbursable and can only be used to satisfy the Cooperator's matching requirement. Display these contributions by Cost Element Expenditures.
- (j) Gross Total Project Value: The sum of all the values provided toward the project without Estimated Gross Program Income taken into consideration.
- (k) Estimated Gross Program Income: The gross income estimated to be generated under the project between the effective date of award and completion of the project, such as conference or workshop fees received, rental fees earned from renting real property or equipment acquired with agreement funds, or the sale of commodities or items developed under the project.
- (l) Estimated Net Total Project Value: The sum of all the values provided toward the project with Estimated Gross Program Income taken into consideration. This figure reflects the true estimated cost of the project.

#### **Definitions for Cost Allowability**

(a) Allowable Cost: A cost, as recorded on the Agreements Financial Plan (Long, Medium, and Short) forms, associated with an agreement, which meets the criteria for authorized expenditures specific in a cost principle methodology. Generally, it meets the cost principle methodology, and is a cost the parties to an agreement intend to charge, and must be: Reasonable for the performance of the award; Necessary and reasonable for proper and efficient performance and administration of the agreement; Consistently treated as either a direct or indirect cost; Generally, determined in accordance with generally accepted accounting principles (GAAP); Net of all applicable credits (that is, less any future rebates from the purchase of goods or services); Separate from a cost or from a cost-sharing/matching requirement of another Federal award or agreement, unless otherwise permitted by Federal law or regulation; Adequately documented; Authorized or not prohibited by Federal, State, or local laws and regulations; Compliant with limits or exclusions on types or amounts of costs, as set forth in relevant Federal laws, agreement terms and conditions, or other governing regulations (examples of such costs include: entertainment, alcohol, and taxes); and, Consistent with the agency's and cooperator's internal policies, regulations, and procedures that apply to both Federal awards or agreements and other cooperator activities.

(b) Allocable Cost: A cost, as recorded on the Agreements Financial Plan (Long, Medium, and Short) forms, associated with an agreement, which in accordance with the relative benefit received by either party for the award, is treated consistently with other costs incurred for the same purpose and in like circumstances, and if it: Is incurred specifically for the award; Benefits both the award and other ancillary work, and the cost may be distributed in reasonable proportion to the benefits received (an example of this type of cost is a piece of equipment that is used for multiple projects); or Necessary to the overall operation of the organization, although a direct relationship to any particular cost objective may not be shown.

(c) Reasonable Cost: A cost, as recorded on the Agreements Financial Plan (Long, Medium, and Short) forms, associated with an agreement, that, in its nature and amount, does not exceed an amount that a prudent person, under the circumstances prevailing at the time the decision was made, would incur. Other factors to consider are: Whether the cost is of a type generally recognized as ordinary and necessary for the entity's operation or agreement performance; The restraints or requirements imposed by factors such as generally accepted, sound, business practices; arms-length bargaining; Federal and State laws and regulations; and the terms and conditions of the agreement; Market prices or industry standard costs for similar goods and services (that is, is the cooperator offering goods or services for an amount that exceeds what is readily available in the marketplace); Whether individuals concerned acted with prudence under the circumstances, considering their responsibilities to the entity; its members, employees, and clients; the public; and the government; and Significant deviations from established practices of the governmental entity that might unjustifiably increase costs charged to the agreement.

### Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment B

USFS Agreement No. 16-CS-11041000-011  
Cooperator Agreement No.

Mod No.

This Financial Plan may not be used to collect funds AND disburse funds on the same agreement. Separate agreements must be used in this situation.

**Agreements Financial Plan (Long Form) without Program Income**

**1. Financial Plan Matrix:**

Note: All columns may not be used. Use depends on source and type of contribution(s).

| COST ELEMENTS<br>(Direct Costs) | FOREST SERVICE CONTRIBUTIONS |  |                                 | COOPERATOR CONTRIBUTIONS |   |                   |                 |                    |                    | (j)<br>TOTAL       |
|---------------------------------|------------------------------|--|---------------------------------|--------------------------|---|-------------------|-----------------|--------------------|--------------------|--------------------|
|                                 | (a)<br>Noncash               | (b)<br>Volunteer<br>Labor<br>(In-Kind) | (c)<br>Cash<br>to<br>Cooperator | (d)<br>Noncash           | (e)<br>Value of<br>In-Kind<br>Contributions | (f)<br>Cash to FS | Third Party     |                    |                    |                    |
|                                 |                              |  |                                 |                          |   |                   | (g) (h) (i)     |                    |                    |                    |
|                                 |                              |  |                                 |                          |   |                   | Cash<br>Federal | Noncash<br>Federal | In-Kind<br>Federal |                    |
| Salaries/Labor                  | \$9,308.00                   | \$11,796.48                            | \$0.00                          | \$4,352.00               | \$0.00                                      | \$0.00            | \$0.00          | \$0.00             | \$0.00             | 25,456.48          |
| Travel                          | \$0.00                       | \$0.00                                 | \$0.00                          | \$0.00                   | \$0.00                                      | \$0.00            | \$0.00          | \$0.00             | \$0.00             | 0.00               |
| Equipment                       | \$8,184.00                   | \$0.00                                 | \$0.00                          | \$11,008.00              | \$0.00                                      | \$0.00            | \$0.00          | \$0.00             | \$0.00             | 19,192.00          |
| Supplies/Materials              | \$11,500.00                  | \$0.00                                 | \$0.00                          | \$0.00                   | \$0.00                                      | \$0.00            | \$0.00          | \$0.00             | \$0.00             | 11,500.00          |
| Printing                        | \$0.00                       | \$0.00                                 | \$0.00                          | \$0.00                   | \$0.00                                      | \$0.00            | \$0.00          | \$0.00             | \$0.00             | 0.00               |
| Other                           | \$0.00                       | \$0.00                                 | \$0.00                          | \$0.00                   | \$0.00                                      | \$0.00            | \$0.00          | \$0.00             | \$0.00             | 0.00               |
| Other                           | \$0.00                       | \$0.00                                 | \$0.00                          | \$0.00                   | \$0.00                                      | \$0.00            | \$0.00          | \$0.00             | \$0.00             | 0.00               |
| <b>Subtotal</b>                 | <b>\$28,992.00</b>           | <b>\$11,796.48</b>                     | <b>\$0.00</b>                   | <b>\$15,360.00</b>       | <b>\$0.00</b>                               | <b>\$0.00</b>     | <b>\$0.00</b>   | <b>\$0.00</b>      | <b>\$0.00</b>      | <b>56,148.48</b>   |
| Cooperator Indirect Costs       |                              |  | \$0.00                          | \$0.00                   |   |                   |                 |                    |                    | 0.00               |
| FS Overhead Assessment          | \$2,319.36                   |  |                                 |                          |   | \$0.00            |                 |                    |                    | 2,319.36           |
| <b>Gross Total</b>              | <b>\$31,311.36</b>           | <b>\$11,796.48</b>                     | <b>\$0.00</b>                   | <b>\$15,360.00</b>       | <b>\$0.00</b>                               | <b>\$0.00</b>     | <b>\$0.00</b>   | <b>\$0.00</b>      | <b>\$0.00</b>      | <b>\$58,467.84</b> |



| Matching Costs Determination |        |
|------------------------------|--------|
| Total Forest Service Share = | (k)    |
| (a+b+c)/(j) = (k)            | 73.73% |
| Other Federal Contribution = | (l)    |
| (g+h+i)/(j) = (l)            | 0.00%  |
| Total Federal Share =        | (m)    |
| (k+l) = (m)                  | 73.73% |
| Total Cooperator Share       | (n)    |
| (d+e+f)/(j) = (n)            | 26.27% |
| Total                        | (o)    |
| (m+n) = (o)                  | 1      |

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**OCTOBER 18, 2016**

Agenda Item: H

|                       |  |
|-----------------------|--|
| <b>TITLE:</b>         | Approving proposed Inmate Housing Agreement with Emery County for the housing of Grand County inmates during the remodeling of the Grand County Jail and Dispatch Center |
| <b>FISCAL IMPACT:</b> |  |
| <b>PRESENTER(S):</b>  | Steven M White, Grand County Sheriff, Veronica Bullock, Jail Commander and Rick M. Bailey, Grand County Emergency Management Director                                    |

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

**RECOMMENDATION:**

I make a motion to approve the inmate housing agreement with Emery County to house the Grand County inmates during the remodeling of the Grand County Jail and Dispatch Center and to authorize the Chair to sign all paperwork associated with this agreement.

**BACKGROUND**

Emery County has agreed to allow Grand County to house Grand County inmates during the remodeling of the Grand County Jail and Dispatch Center at the rate of \$25.00 per day. Grand County will provide correctional and administrative staffing during this time in the emery county facility. This does not include transportation, medical, or inmate meal costs or housing for staff.

**ATTACHMENT(S)**

Emery County Agreement (Draft)

FOR OFFICE USE ONLY:

Attorney Review:  
YES

|

Draft

**JAIL SERVICE AGREEMENT  
BETWEEN  
EMERY COUNTY AND GRAND COUNTY**

THIS AGREEMENT is made and entered into on this \_\_\_\_\_ day of October, 2016, by and between Emery County and Grand County, both political subdivisions of the State of Utah. This agreement is for the housing of Grand County inmates in the Emery County Detention Center hereinafter referred to as "jail".

**THE PARTIES HEREBY AGREE** as follows:

1. **SERVICE.** Emery County will provide housing for Grand County inmates in the Emery County Detention Center for the duration of this agreement; provided, that the Emery County Sheriff shall have the right to refuse to accept custody if in his opinion custody would result in overcrowding of the jail, or health, safety or security risks.

2. **JAIL STAFF.** Grand County will provide their own jail staff to care for their inmates.

3. **CARE.** Emery County will provide housing, food and hygiene kits to the Grand County inmates. Grand County will provide clothing and provide for the inmates physical needs. Grand County will supervise and maintain proper discipline and control of their inmates. In addition, inmates housed pursuant to this agreement shall be subject to the same rules and regulations required of other inmates housed in the jail. Such rules and regulations shall comport with Utah state law, federal law regarding issues of civil rights and due process of inmates.

4. **DURATION OF CONTRACT.** The term of this agreement shall be for one (1) year. The agreement may be terminated without cause by either party by providing the other party with thirty (30) days written notice.

5. **PAYMENT.** Grand County will pay to Emery County the amount of Twenty Dollars (\$20.00) for each and every inmate booked in to the jail, per day per inmate.

6. **MEDICAL CARE.** Grand County will contract with Emery County's medical provider under the same terms. Furthermore, Grand County shall be solely responsible for medical expenses of inmates housed pursuant to this agreement.

7. **TRANSPORTATION.** Grand County will be solely responsible for furnishing transportation for inmates housed pursuant to this agreement.

8. **BOOK AND RELEASE.** Grand County will be solely responsible for the book and release of inmates housed pursuant to this agreement.

9. **ESCAPES.** In the event any Grand County inmate shall escape from the Emery County Detention Center, both Emery and Grand County will use all reasonable means to recapture the inmate. Emery County shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Grand County; however, Emery County shall not be required to expend unreasonable amounts to pursue and return inmates from other states or other counties.

10. **DEATH OF AN INMATE.** In the event of the death of a Grand County inmate, the coroner shall be notified. Emery County will investigate any death within its facility and will allow Grand County to join in on the investigation.

11. **INDEMNIFICATION.** Grand County agrees to indemnify and hold Emery County harmless, including attorneys fees and other costs of defense, from any and all claims, of whatsoever kind or nature, arising from acts or omissions of Emery County, its officers, or employees in operating the jail, provided said claim does not arise out of or in any way result from any intentional, willful or negligent act or omission on the part of Emery County or any officer, agent or employee thereof.

12. **LITIGATION COSTS.** Grand County agrees to pay all litigation costs, including attorneys fees and other costs, arising from any criminal acts of their inmates.

13. **UNEXPECTED CIRCUMSTANCES.** Grand County agrees to reimburse Emery County for any unexpected circumstances that may arise which would put a financial burden on Emery County.

14. **INSURANCE.** Each party shall obtain and maintain occurrence based insurance that provides liability coverage in the minimum liability limits of Three Million Dollars (\$3,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate for its conduct in creating liability exposure related to the confinement of inmates, including general liability, errors and omissions, auto liability and police professional liability. The insurance Policy(ies) shall provide coverage for any liability occurrence during the policy period, regardless of when any claim or lawsuit is filed.

15. **DISPUTE RESOLUTION.** If either party disputes any portion of an invoice or alleges that the other party is in breach of this Agreement, they will provide the other party written notice within thirty days. The notice shall detail the amount in question and the grounds for withholding all or a portion of the amount billed or any other basis for the dispute. Authorized representatives of each party shall attempt to resolve the dispute by negotiation within thirty days of notification.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of October, 2016.

EMERY COUNTY, a body corporate and politic

By \_\_\_\_\_  
KEITH BRADY, Chairman

ATTEST:

\_\_\_\_\_  
BRENDA TUTTLE, Clerk/Auditor

GRAND COUNTY, a body corporate and politic

By \_\_\_\_\_  
Commission Chairman

ATTEST:

\_\_\_\_\_  
Grand County Clerk/Auditor

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**OCTOBER 18, 2016**

Agenda Item: I

|                       |  |
|-----------------------|--|
| <b>TITLE:</b>         | 1) Adopting proposed resolution approving "Grade and Step Assignments Policy for Entry Level Law Enforcement Positions" and 2) adjusting the wages of existing entry level (Grade 13) officers using the same standard |
| <b>FISCAL IMPACT:</b> | Approx. \$ 1,150/yr. for each step assigned to a new hire<br>And \$ 26,000 to adjust wages of existing Grade 13 officers   |
| <b>PRESENTER(S):</b>  | Graig Thomas – HR Director, Steve White - Sheriff  |

Prepared By:  
**GRAIG THOMAS**  
**G.C. HR DIRECTOR**  
**435-259-1323**  
**GTHOMAS@GRANDCOUNY**  
**UTAH.NET**

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

N/A

**RECOMMENDATION:**

I move to 1) adopt the proposed resolution establishing a "Grade and Step Assignments Policy for Entry Level Law Enforcement Positions" within Grand County and 2) adjust the wages of existing entry level (Grade 13) officers using the same standard, both effective the beginning of the next pay period, and authorize the chair to sign all associated documents.

**BACKGROUND:**

The County has a restrictive policy for giving new hires and existing employees credit for their prior related work experience (attached). Thus we propose a new policy to help recruit and retain entry level law enforcement officers.

The market for law enforcement officers has become extremely competitive and our ability to recruit entry level officers (Grade 13) has become particularly difficult. In addition, during the past year we have seen a number of our entry level officers leave us for better pay elsewhere. And there are currently 3 officers planning to leave before year end.

This is a nationwide problem that is being hotly contested through the use of bonuses, housing allowances and wage incentives of all types. Thus we must find a way to motivate applicants to join GCSO and stay with us to safeguard our community while dealing with this highly competitive market.

To do so, we recommend accelerating the starting wage rates by one step for every two years of directly related prior experience, up to 5 steps (10 years' experience).

At the same time, we recommend adjusting the pay of our existing Grade 13 officers using this same standard.

**ATTACHMENT(S):**

1. Proposed Resolution of the Grand County Council, establishing new policy
2. Policy Documentation: Resolution No. 2916-2010

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION OF THE GRAND COUNTY COUNCIL RE-ESTABLISHING A GRADE AND STEP ASSIGNMENTS POLICY FOR ENTRY LEVEL LAW ENFORCEMENT POSITIONS**

**WHEREAS**, the Grand County Council recognizes the need to recruit in an extremely competitive labor market for entry level law enforcement personnel; and

**WHEREAS**, the Grand County Council further recognizes that financial incentives based on related work experience is an equitable method to be used for this purpose; and

**WHEREAS**, Exhibit A, incorporated herein, more fully describes the new “Grade and Step Assignments Policy for Entry Level Law Enforcement Positions” to be included in the next County Council-approved version of the Employee Handbook; and

**WHEREAS**, adoption of this resolution will have the effect of superseding Resolution No. 2916-2010/2855 only on entry level law enforcement officers’ wages (currently Grade 13: Deputy Sheriff I, Corrections Officer and Deputy Sheriff Drug Court Tracker), such resolution dated January 19, 2010 and entitled “Grade Classifications with Salary and Hourly Ranges for Grand County Employee Job Positions.”

**NOW THEREFORE, THE GRAND COUNTY COUNCIL RESOLVES THAT:**

The starting wage rates for Grand County entry level law enforcement officers will be provided at 1 Step for every 2 years of directly related prior experience, up to a maximum of 5 Steps (10 years of directly related experience), until such time that this resolution is officially repealed.

**APPROVED THIS   18th   DAY OF   OCTOBER   2016, BY THE FOLLOWING VOTE:**

**AYE:** \_\_\_\_\_  
**NAY:** \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_

**ATTEST:**

**GRAND COUNTY COUNCIL**

\_\_\_\_\_  
Diana Carroll, Clerk/Auditor

\_\_\_\_\_  
Elizabeth Tubbs, Chair

**EXHIBIT A**  
**Grade and Step Assignments Policy for Entry Level Law  
Enforcement Positions**

Entry Level Law Enforcement Positions are those that are assigned Grade 13. This includes: Deputy Sheriff I, Correction Officers and Drug Court Tracker.

When initially hired, each new employee will be assigned a step on the Grade 13 wage scale based on his or her prior related law enforcement experience.

- The basic entry level Step 1 will be assigned to employees with no prior experience
- The Step 2 level will be assigned to employees with 2 years prior related experience
- The Step 3 level will be assigned to employees with 4 years prior related experience
- Step 4 will be assigned to employees with 6 years prior related experience
- Step 5 for 8 years prior related experience
- And Step 6 for 10 years or more prior related experience

**A RESOLUTION OF THE GRAND COUNTY COUNCIL AMENDING RESOLUTION NO. 2855 GRADE CLASSIFICATIONS WITH SALARY AND HOURLY RANGES FOR GRAND COUNTY EMPLOYEE JOB POSITIONS**

**WHEREAS**, the Human Resource Director performs a salary survey periodically to include an analysis of County job positions and compensation study measuring data from other Utah counties, Utah cities & towns, surrounding state counties and nationwide entities; and,

**WHEREAS**, the success of any compensation plan is dependant upon occasionally adjusting the salary and hourly ranges to be competitive with the marketplace; and,

**WHEREAS**, the Pay for Performance Committee made the recommendation that years of service be considered for existing employees by establishing a 1 step increase for every 4 years of service to Grand County and for new employees hired as of January 1, 2008 and employees hired hereafter a 1 (one) step increase beyond the entry level of step 1 (one) for every 8 years of service with other employers directly relevant to the job position.

**NOW THEREFORE**, be it resolved by the Grand County Council to amend policies pertaining to the compensation for all employees and make adjustments to current employees' salaries and wages to reflect grade reclassifications and years of service adjustments. The grade classifications with hourly and salary ranges for all County job positions are adopted as outlined in the attached Exhibit A, as part of this resolution.

**APPROVED** this 19<sup>th</sup> day of January, 2010, by the following vote:

AYE: Graham, Conrad, Holyoak, Baird, Ballantyne, Greenberg, Ciarus

NAY: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**ATTEST:**

*Diana Carroll*  
Diana Carroll  
Grand County Clerk/Auditor

*Audrey Graham, Chair*  
Audrey Graham  
Grand County Council Chairman

EXHIBIT A

GRAND COUNTY JOB POSITIONS AND CLASSIFICATIONS

GRAND COUNTY GRADE AND STEP CHART

## Grand County Job Positions & Classifications

### **Grade 19**

Chief Deputy Sheriff

### **Grade 18**

Airport Manager

Clerk/Auditor Human Resource Director

EMS Director

Library Director

Road Supervisor

Search & Rescue Commander

Sheriff Investigator Patrol Supervisor (Lt.)

Sheriff Jail Commander (Lt.)

Travel Council Executive Director

UMTRA Liaison (Grant)

### **Grade 17**

~~Building~~ Chief Building Official

Maintenance Facilities Supervisor

Road Assistant Supervisor

### **Grade 16**

Community Development Planner

### **Grade 15**

Community Development Coordinator

Council Administrator IT Coordinator

Grand Center Program Manager

OSTA Manager

Road Shop Foreman/ Fleet Manager

Sand Flats Program Manager

Sheriff Assistant Jail Commander (Sgt.)

Sheriff Court Security Supervisor (Sgt.)

Sheriff Senior Criminal Investigator I

### **Grade 14**

Road Mechanic

Road Operator III

Sheriff Criminal Investigator I

Weed Supervisor

### **Grade 13**

Assessor Chief Deputy/Chief Appraiser

Attorney Executive Prosecutorial Assistant

Building Inspector

Clerk/Auditor Chief Deputy

EMS Assistant Director

Justice Court Chief Deputy Court Clerk

Library Head of Adult Services

Recorder Chief Deputy  
Search & Rescue Assistant Commander  
Sheriff Corrections Deputy  
Sheriff Drug Tracker  
Sheriff Patrol Deputy  
Treasurer Chief Deputy

**Grade 12**

Recorder Cartographer  
Travel Council Computer Specialist/Graphic Designer

**Grade 11**

Road Operator II

**Grade 10**

Grand Center RSVP/Activities Coordinator

**Grade 9**

Attorney Prosecutorial Assistant Civil  
Attorney Victim Advocate (Grant)  
Council Administrative Assistant  
Justice Court Senior Court Clerk  
Maintenance Technician  
Road Operator I  
Sand Flats Maintenance Technician/Facilities Coordinator  
Sand Flats Administrative Assistant/Operations Coordinator  
Sheriff Administrative Assistant  
Travel Council Administrative Assistant

**Grade 8**

Grand Center Food Service Manager  
Sheriff Communications Dispatch  
Sheriff Food Manager

**Grade 7**

Road Clerk  
Sheriff Secretary

**Grade 6**

Assessor Deputy  
Attorney Prosecutorial Assistant (PT)  
Attorney Prosecutorial Assistant Plea & Abeyance  
Clerk/Auditor Deputy  
EMS Volunteer EMT Intermediate (PT)  
Justice Court Deputy Court Clerk  
Recorder Deputy  
Sand Flats Technician (PT)  
Search & Rescue (PT)  
Travel Council Information Specialist

**Grade 5**

Library Assistant

**Grade 4**

Airport Assistant

Building Permit Technician (PT)

EMS Volunteer EMT Basic (PT)

Grand Center Bus Driver (PT)

Grand Center Maintenance Worker

Library Substitute (PT)

Library Technician (PT)

Maintenance Worker

OSTA Maintenance Worker

Sand Flats Technician (PT)

Search & Rescue (PT)

Sheriff Assistant Food Manager

**Grade 1**

Library Apprentice (PT)

Sand Flats Apprentice (PT)

**Grant Funded Positions with no Grade Association**

CJC Director

Family Support Director

House Parent (PT)

Nursery Worker

Weed Technician (PT)

| 2010   | Grand County Hourly Pay Rate Chart |       |       |       |       |       |       |       |       |       |       |       |       |       |       |            |        |  |  |  |  |  |  |  |  |  |  |  |
|--------|------------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|------------|--------|--|--|--|--|--|--|--|--|--|--|--|
| Steps→ | 1                                  | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10    | 11    | 12    | 13    | 14    | 15    | Annual Min | Max    |  |  |  |  |  |  |  |  |  |  |  |
| Grade↓ |                                    |       |       |       |       |       |       |       |       |       |       |       |       |       |       |            |        |  |  |  |  |  |  |  |  |  |  |  |
| 1      | 9.41                               | 9.70  | 9.99  | 10.29 | 10.60 | 10.91 | 11.24 | 11.58 | 11.93 | 12.28 | 12.65 | 13.03 | 13.42 | 13.83 | 14.24 | 19,573     | 29,611 |  |  |  |  |  |  |  |  |  |  |  |
| 2      | 9.88                               | 10.18 | 10.49 | 10.80 | 11.13 | 11.46 | 11.80 | 12.16 | 12.52 | 12.90 | 13.28 | 13.68 | 14.09 | 14.52 | 14.96 | 20,551     | 31,111 |  |  |  |  |  |  |  |  |  |  |  |
| 3      | 10.38                              | 10.69 | 11.01 | 11.34 | 11.68 | 12.03 | 12.39 | 12.77 | 13.15 | 13.54 | 13.95 | 14.37 | 14.80 | 15.24 | 15.69 | 21,590     | 32,637 |  |  |  |  |  |  |  |  |  |  |  |
| 4      | 10.91                              | 11.23 | 11.58 | 11.93 | 12.29 | 12.65 | 13.03 | 13.42 | 13.82 | 14.23 | 14.66 | 15.10 | 15.55 | 16.02 | 16.50 | 22,691     | 34,323 |  |  |  |  |  |  |  |  |  |  |  |
| 5      | 11.45                              | 11.79 | 12.15 | 12.52 | 12.89 | 13.28 | 13.68 | 14.09 | 14.51 | 14.94 | 15.39 | 15.85 | 16.33 | 16.82 | 17.33 | 23,825     | 36,036 |  |  |  |  |  |  |  |  |  |  |  |
| 6      | 12.02                              | 12.38 | 12.75 | 13.12 | 13.51 | 13.92 | 14.34 | 14.79 | 15.23 | 15.69 | 16.16 | 16.64 | 17.14 | 17.66 | 18.19 | 24,996     | 37,830 |  |  |  |  |  |  |  |  |  |  |  |
| 7      | 12.62                              | 13.00 | 13.39 | 13.79 | 14.20 | 14.63 | 15.07 | 15.52 | 15.98 | 16.46 | 16.96 | 17.46 | 17.99 | 18.53 | 19.09 | 26,246     | 39,698 |  |  |  |  |  |  |  |  |  |  |  |
| 8      | 13.25                              | 13.64 | 14.05 | 14.48 | 14.91 | 15.36 | 15.82 | 16.29 | 16.78 | 17.28 | 17.79 | 18.35 | 18.90 | 19.44 | 20.00 | 27,558     | 41,597 |  |  |  |  |  |  |  |  |  |  |  |
| 9      | 13.92                              | 14.33 | 14.76 | 15.20 | 15.66 | 16.13 | 16.61 | 17.11 | 17.62 | 18.15 | 18.70 | 19.26 | 19.83 | 20.43 | 21.05 | 28,956     | 43,790 |  |  |  |  |  |  |  |  |  |  |  |
| 10     | 14.61                              | 15.05 | 15.50 | 15.96 | 16.44 | 16.93 | 17.44 | 17.96 | 18.50 | 19.06 | 19.63 | 20.22 | 20.83 | 21.45 | 22.09 | 30,383     | 45,957 |  |  |  |  |  |  |  |  |  |  |  |
| 11     | 15.34                              | 15.81 | 16.28 | 16.77 | 17.27 | 17.79 | 18.33 | 18.88 | 19.44 | 20.02 | 20.63 | 21.24 | 21.88 | 22.54 | 23.22 | 31,903     | 48,306 |  |  |  |  |  |  |  |  |  |  |  |
| 12     | 16.09                              | 16.59 | 17.10 | 17.61 | 18.14 | 18.68 | 19.24 | 19.82 | 20.41 | 21.02 | 21.66 | 22.31 | 22.97 | 23.66 | 24.37 | 33,477     | 50,697 |  |  |  |  |  |  |  |  |  |  |  |
| 13     | 16.92                              | 17.42 | 17.95 | 18.48 | 19.04 | 19.61 | 20.20 | 20.80 | 21.42 | 22.06 | 22.73 | 23.41 | 24.11 | 24.83 | 25.57 | 35,192     | 53,184 |  |  |  |  |  |  |  |  |  |  |  |
| 14     | 17.76                              | 18.30 | 18.84 | 19.42 | 20.00 | 20.60 | 21.22 | 21.85 | 22.50 | 23.16 | 23.86 | 24.58 | 25.32 | 26.08 | 26.87 | 36,931     | 55,890 |  |  |  |  |  |  |  |  |  |  |  |
| 15     | 18.64                              | 19.21 | 19.79 | 20.38 | 20.99 | 21.61 | 22.26 | 22.94 | 23.61 | 24.32 | 25.04 | 25.80 | 26.58 | 27.37 | 28.18 | 38,778     | 58,613 |  |  |  |  |  |  |  |  |  |  |  |
| 16     | 19.57                              | 20.17 | 20.77 | 21.40 | 22.04 | 22.70 | 23.38 | 24.08 | 24.79 | 25.54 | 26.30 | 27.09 | 27.90 | 28.74 | 29.60 | 40,696     | 61,567 |  |  |  |  |  |  |  |  |  |  |  |

|           |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |        |        |
|-----------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--------|--------|
| <b>17</b> | 20.56 | 21.18 | 21.82 | 22.47 | 23.14 | 23.85 | 24.56 | 25.30 | 26.06 | 26.84 | 27.65 | 28.48 | 29.33 | 30.21 | 31.11 | 42,772 | 64,703 |
| <b>18</b> | 21.59 | 22.22 | 22.90 | 23.59 | 24.30 | 25.03 | 25.78 | 26.55 | 27.35 | 28.17 | 29.02 | 29.89 | 30.78 | 31.71 | 32.66 | 44,911 | 67,929 |
| <b>19</b> | 22.66 | 23.34 | 24.04 | 24.76 | 25.50 | 26.28 | 27.07 | 27.88 | 28.72 | 29.58 | 30.46 | 31.38 | 32.32 | 33.29 | 34.28 | 47,136 | 71,302 |
| <b>20</b> | 23.79 | 24.51 | 25.24 | 26.00 | 26.78 | 27.58 | 28.41 | 29.26 | 30.14 | 31.04 | 31.98 | 32.94 | 33.92 | 34.94 | 35.98 | 49,492 | 74,840 |

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**OCTOBER 18, 2016**

Agenda Item: J

|                       |  |
|-----------------------|--|
| <b>TITLE:</b>         | Approving 2017 healthcare benefit rates and approving renewing coverage with existing carriers |
| <b>FISCAL IMPACT:</b> | Approx. \$307,089 (depending on employee participation)  |
| <b>PRESENTER(S):</b>  | Graig Thomas – Grand County HR Director  |

**Prepared by:**

**GRAIG THOMAS**  
**G.C. HR DIRECTOR**  
**435-259-1323**  
**GTHOMAS@GRANDCOUNTY**  
**UTAH.NET**

**RECOMMENDATION:**

I move to approve the proposed 2017 healthcare benefits Rates and Approve Renewal with the following insurance carriers: Cigna, for Medical, Dental and Vision coverage; Lincoln Financial Group for Life, AD&D and Long Term Disability coverage; National Benefits Services for Flexible Spending and Health Savings Accounts; and Bloomquist & Hale for the Employee Assistance Program and authorize the Chair to sign all associated documents.

**BACKGROUND:**

**See Attachments**

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**ATTACHMENT(S):**

1. 2017 Medical Insurance Summary
2. Employee Cost Comparison 2016 vs 2017

## **2017 Medical Insurance Summary**

### **Annual Premiums (Advantage Pharmacy Option\*)**

**2016 = \$ 1,654,025      2017 = \$ 1,961,114      Incr. \$307,089      18.57%**

- **Med. Cost rising as usual**
- **Higher Pharmacy Costs**
- **Employee Utilization Rate is up**
- **3 High Cost Cases have negatively impacted our experience rating**
- **We wanted to go out for competitive bid but potential bidders were unwilling to take on our risk pool.**
- **For employees enrolled in the “Traditional Plan”, we will share the increased premium on a 50/50 basis. Those enrolled in the “High Deductible Plan” the County will continue to pay the full premium (per the plan design).**

**\*New Lower Cost Formulary**

**CIGNA HEALTH-2017**

| Plan 1: Traditional Plan |                         |                                     |                         |  |
|--------------------------|-------------------------|-------------------------------------|-------------------------|--|
| Status                   | Total Premium Per Month | Grand County Contribution Per Month | Employee Cost Per Month |  |
| <i>Employee Only</i>     | 618.85                  | 519.85                              | 99.00                   |  |
| <i>Two Party</i>         | 1,175.82                | 987.70                              | 188.12                  |  |
| <i>Family</i>            | 1,763.74                | 1,481.56                            | 282.18                  |  |

| Plan 2: High Deductible Health Plan |                         |                                     |  |  |
|-------------------------------------|-------------------------|-------------------------------------|--|--|
| Status                              | Total Premium Per Month | Grand County Contribution Per Month |  | Grand County Monthly Contribution to HSA |
| <i>Employee Only</i>                | 521.01                  | 521.01                              |  | 100.00                                   |
| <i>Two Party</i>                    | 989.92                  | 989.92                              |  | 200.00                                   |
| <i>Family</i>                       | 1,484.87                | 1,484.87                            |  | 200.00                                   |

**CIGNA HEALTH-2016**

| Plan 1: Traditional Plan |                         |                                     |                         |  |
|--------------------------|-------------------------|-------------------------------------|-------------------------|--|
| Status                   | Total Premium Per Month | Grand County Contribution Per Month | Employee Cost Per Month |  |
| <i>Employee Only</i>     | 523.07                  | 439.38                              | 83.69                   |  |
| <i>Two Party</i>         | 993.82                  | 834.81                              | 159.01                  |  |
| <i>Family</i>            | 1,490.73                | 1,252.21                            | 238.52                  |  |

| Plan 2: High Deductible Health Plan |                         |                                     |  |  |
|-------------------------------------|-------------------------|-------------------------------------|--|--|
| Status                              | Total Premium Per Month | Grand County Contribution Per Month |  | Grand County Monthly Contribution to HSA |
| <i>Employee Only</i>                | 438.21                  | 438.21                              |  | 100.00                                   |
| <i>Two Party</i>                    | 832.59                  | 832.59                              |  | 200.00                                   |
| <i>Family</i>                       | 1,248.90                | 1,248.90                            |  | 200.00                                   |

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**OCTOBER 18, 2016**

Agenda Item: K

|                       |   |
|-----------------------|---|
| <b>TITLE:</b>         | Approving proposed scope of work-based reclassification and corresponding job description amendments of one of the two Maintenance Worker positions at the Old Spanish Trail Arena Recreation Complex |
| <b>FISCAL IMPACT:</b> | \$4,306/Yr. – plus associated retirement contribution increase  |
| <b>PRESENTER(S):</b>  | Graig Thomas – HR Director, Steve Swift – OSTA Manager  |

**Prepared by:**

**GRAIG THOMAS**  
**G.C. HR Director**  
**435-259-1323**  
**GTHOMAS@GRAND**  
**COUNTYUTAH.NET**

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**RECOMMENDATION:**

I move to approve the proposed scope of work-based reclassification and corresponding job description amendments of one of the Maintenance Worker (Grade 6) positions to Maintenance Technician (Grade 9), by creating a new uniformly written job description, and to compensate the incumbent for expanded responsibilities effective January 1, 2017 and authorize the Chair to sign all associated documents.

**BACKGROUND:**

During the past year we have greatly expanded our maintenance functions related to the turf grass areas and outdoor recreational facilities at Old Spanish Trail Arena Recreation Complex.

This has created the need to expand one of the Maintenance Workers duties and develop new expertise in turf management (fertilizing, weed control and irrigation systems). The irrigation systems alone have required the development of new knowledge and expertise in design, installation, expansion, programming, fault diagnosis and repair not to mention vermin control, machinery maintenance, disease identification and cures and top dressing techniques.

In addition, this maintenance worker position has expanded in the areas of electrical repair, welding, installation of electronic decoders, solenoids and valves, heavy equipment operation and servicing, and performing administrative duties in the absence of the manager.

The expansion in the scope of work has not only required new expertise, but this Maintenance Worker employee has been performing the same duties as the Maintenance Technician. Therefore, we recommend reclassifying one of the two Maintenance Worker positions (Grade 6) to the Maintenance Tech (Grade 9) position, using a new uniformly written job description for both Maintenance Tech incumbents.

**ATTACHMENT(S):**

1. Proposed Job Description, redlined
2. Step & Grade Chart

# Grand County Job Description

|                    |  |
|--------------------|--|
| <b>Job Title:</b>  | Maintenance Technician                                     |
| <b>Department:</b> | Old Spanish Trail Arena <u>Recreation Complex</u> (OSTARC) |
| <b>Location:</b>   | 3641 S. Hwy 191  |
| <b>Reports To:</b> | OSTA Manager   |

|   |  |   |
|---|--|---|
| <p><b><u>Pay Range:</u></b></p> <p>Grade      9</p> <p>Revised    11/2012</p> | <p><b><u>Type of Position:</u></b></p> <p><input checked="" type="checkbox"/> Full time</p> <p><input type="checkbox"/> Part time</p> <p><input type="checkbox"/> Seasonal</p> <p><input type="checkbox"/> Emergency</p> | <p><b><u>Job Status:</u></b></p> <p><input type="checkbox"/> Exempt</p> <p><input checked="" type="checkbox"/> Non-exempt</p> <p><input type="checkbox"/> Grant funded</p> <p><input type="checkbox"/> Enterprise</p> <p><input type="checkbox"/> DOT</p> <p><input type="checkbox"/> Public Safety</p> <p><input type="checkbox"/> Safety Sensitive</p> <p><input checked="" type="checkbox"/> On-call</p> <p><input type="checkbox"/> Appointed</p> |
|---|--|---|

**Job Summary**

Under the direction of the OSTARC Manager, the Maintenance worker-Technician performs upkeep, event coordination, technical support, equipment services, security, exhibitor services, and overall client satisfaction during events. Helps in collecting funds and issues required license fees. Working on weekends and nights are common to insure the smooth operation of events and activities. Assists in overseeing community service workers and jail inmate trustees, who are attended by Grand County Corrections Officers, during the performance of custodial work and maintenance of the OSTARC grounds.

**Supervision**

**Received:** OSTARC Manager  
**Given:** Volunteer labor, inmates and contractors

**Essential Duties**

- Performs a variety of building maintenance work including sweeping, mopping, vacuuming, dusting, scrubbing, waxing and polishing, washing windows, woodwork, doors, desks, walls, ceiling and bleachers, collects trash and disposes of waste.
- Cleans and sanitizes restrooms.
- Performs minor repairs and maintenance such as painting, unplugging clogged drains, replacing broken windows, lights, roofing problems or leaks, repair electronic locks, and stall disinfectant and repairs.
- Cleans, maintains, and stores tools and janitorial equipment to insure personal safety of other employees/work crews and the general public.
- Shovels snow, maintains outside walks and parking areas, keeps the outside of the premises in an orderly condition.
- Maintains the irrigation system and lawns, waters windbreaks and carries out yearly maintenance cyclic work.
- [Sets up fields for various sports including line marking, softball plates, soccer goals with nets, and prepare diamonds.](#)
- Operates specialized equipment that is needed for the maintenance, set up and use of the facility including motor cars, trucks, [lawn mowers, aerators, fertilizer spreaders](#), water truck, bucket truck, back-hoe, tractors, tipping trailer, front end loader, fork-lift, roller, grader, and various other hydraulically operated implements.
- Checks and services vehicles and equipment with diesel, gas, oil, and coolant levels. Reports present and anticipated mechanical problems. Makes minor emergency repairs and adjustments on machinery.

- Winterizes vehicles, building and grounds infrastructure.
- Waters and levels dirt on arena floor using specialized equipment and/or implements specific to meeting the requirements of the event.
- Moves and sets up rails and guards.
- Prepares for events, activities, and user groups as required, such as the facility's lights, timers, air conditioning and sound system and sets up supplementary equipment for events and activities as needed.
- Locks and unlocks doors per event schedule for early and late events including weekends or holidays as required, and consistently modifies registers and issues combination codes on relevant locks to event holders.
- Works closely with the public attending events, building relationships with customers to procure future business
- Oversees and coordinates work crew/contractor activities necessary to support various events and activities.
- Assists with scheduling, drawing up of contracts, creating invoices, and collecting required fees for events.
- Inspects facilities to ensure they are being maintained properly for events and after events for return of security deposits.
- [Conducts periodic inspection of Reports](#) buildings and equipment ~~to identify~~ maintenance needs [to manager](#).
- Maintains OSTA event marquee and advertises these events in a timely manner.
- Purchases supplies and materials for OSTA as required for projects, event setup and cleaning with reference to the budget constraints in absence of manager
- Other duties as assigned by supervisor.

### **Knowledge, Skills & Abilities**

#### **Knowledge of:**

- Equipment and personnel requirements in presenting public entertainments, attractions, and activities.
- The use and care of mechanical tools, use of levels, and testing equipment.
- Standard practices, methods, materials, and tools of the mechanical trade.
- Swapping over of hydraulically operated implements
- Hazards and safety precautions common to equipment maintenance and repair activities.
- Public and employee safety.
- Record keeping and reporting procedures.
- Animal handling, including safety and knowledge of common sicknesses [desirable](#).
- State statute for equine facilities [desirable](#).
- Standard practices, methods, materials, tools and equipment used in minor building construction, maintenance and repair of equipment.
- Computers, Internet, software applications, which include Microsoft Excel, Word and Outlook, calendar applications and remote security camera programs [and smart phone applications](#).
- First aid, CPR and basic principles of rescue from confined spaces, such as the arena roof area and sewer manholes.

#### **Skills in:**

- Use of office equipment including fax machines, phone systems, computer, security cameras and two-way radio equipment.
- Multi-tasking, prioritizing duties, especially in regard to troubleshooting in emergencies, such as event injuries, water burst and electrical failures, ensuring that event continues in a safe and satisfactory manner.
- [Welding \(mig, brazing, arc\), oxy cutting, use of carpentry and mechanics tools, repairs to locks, plumbing, electrical, and painting](#)
- [Use of heavy vehicular equipment desirable](#).
- [Irrigation and water line installation and repair](#).
- [Innovation](#)

#### **Ability to:**

- To learn OSHA standards and practices applicable to County facilities.
- Follow verbal and written instructions; ability to establish and maintain effective relationships with employees and other departments.
- Work closely with the public to answer questions and practice good customer service.
- Order materials and supplies as needed.
- Learn operational procedures of OSTA and grounds.
- [Communicate effectively, both orally and in writing](#).
- [Prevention of damage to lawns by pPrairie dDogs, gGophers rabbits, dogs and horses, etc.](#)

- Safely use of weed eradication chemicals while maintaining the lawns and trees.
- Determine quantities and equipment adjustment for even spread of fertilizer.
- Learn programming of irrigation controllers to water on demand and the programming of the use of solenoids, decoders/valves into the system.
- Determine and calculate the amount of irrigation water needed and forecast and manage usage for the year - desirable.
- Sharpen or replace tines on aerator implement as required.
- Adjust mower to seasonal needs.
- Replace impellers to water booster pumps/make repairs to electric motors and pumps.
- Obtain and maintain valid Utah Commercial Class A Driver's license with a N endorsement within eleven (11) months of request if required by Manager to do so.
- Oversee and train work crews.

### **Physical Demands**

- Typically moving, lifting, stooping and climbing.
- Working for sustained periods of time maintaining concentrated attention to detail.
- Must be able to lift 50 pounds or more.
- Must not be afraid of heights.

### **Working Conditions**

- Potentially stressful, busy and fast-paced work with extensive public contact.
- Work is performed in a variety of indoor and outdoor environments including working in extreme weather conditions.

### **Education & Experience**

- High school diploma or equivalent required.
- Maintenance job related experience essential.
- Two (2) years of job related experience.
- A combination of education and experience will be considered.

### **Special Requirements**

- Must be 18 years of age
- ~~Must possess and maintain valid Utah Commercial Class A Drivers license with a N endorsement or able to obtain within six (6) months of hire date. Successful completion of pre-employment drug screening is required.~~
- Must successfully pass a criminal history background check and pre-employment drug screening.
- A twelve (12) month introductory period is a prerequisite to this position.
- Must be on call and available to respond to facility alarm systems and emergencies. Frequently the on call employee at the OSTA.
- Long hours, including weekend and night work, is required during busy season.

*The above statements are intended to describe the general nature and level of work being performed by the person(s) assigned to this job. They are not intended to be an exhaustive list of all duties, responsibilities, and skills required of personnel so classified. The approved class specifications are not intended to and do not infer or create any employment, compensation, or contract rights to any person or persons. This updated job description supersedes prior descriptions for the same position. Management reserves the right to add or change duties at any time. Grand County is an EEO/ADA employer.*

## 2016 Grand County Hourly Step and Grade Chart

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

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**OCTOBER 18, 2016**

Agenda Item: L

|                       |  |
|-----------------------|--|
| <b>TITLE:</b>         | Approving proposed bid awards for 1) installation and 2) LED light fixtures at the Old Spanish Trail Arena |
| <b>FISCAL IMPACT:</b> | Within budget: \$6,523 installation match plus \$46,689.08 for fixtures                                    |
| <b>PRESENTER(S):</b>  | Steve Swift  |

**Prepared By:**

Steve Swift  
 OSTA Manager  
 435 259 6226

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**RECOMMENDATION:**

I move to approve the proposed bid award for installation of Arena LED Lighting to A&E Electric (Moab) for the amount of \$6523 and the bid award for the supply of LED fixtures to Titan LED for the amount of \$46689.08 and authorize the Chair to sign all associated documents.

**BACKGROUND:**

The existing metal halide lights at OSTA are at the end of their life needing complete replacement. The light emitted measured at ground level is averaged at 14 foot candles and should be around 40 to 50 foot candles. We are constantly replacing ballasts condensers, and lamps at a cost of about \$50 at time. The lamp shades and fixtures are also damaged. The cost of running these lights is about \$6400 more expensive than LED lights per year. LED lights will require little or no maintenance except for the occasional clean for the 30 odd years of expected life.

**Reasoning for acceptance of the 2<sup>nd</sup> lowest bid for Installation**

There were 3 bids for this LED installation project and the highest and lowest bids were from out of town. The cheapest bid was for \$5930(Bodec Electric –Price) the second was for \$7400(A&E Electric –Moab) and the third was for \$10895(Lyle Northern Electric-Blanding. On review of their bids I found that A&E Electric had allowed to bring in a lift and missed the part in the bid where the contractor could use OSTA's bucket truck and also the section which stated that OSTA staff would provide labor to attach the brackets to the ceiling. They then reduced their bid to \$6523. A&E Electric is a local company who does most of our arena electrical work because they are available for projects and for emergencies and will assist us when it is normally hard to get other contractors. They are also very proficient at their work and in overcoming difficult project problems. Awarding this bid to the lowest bidder would not be prudent if we need them in a hurry to deal with anything related to this installation, now and in the future. A & E Electric would know exactly how the job was constructed and could fault find in a shorter time being located 3 miles from the site.

**Reasoning for acceptance of the 4<sup>th</sup> and highest bid for supply of fixtures.**

Bids were received and 4 of the 8 were chosen to be conforming bids and suitable for consideration as a suitable fixture supplier. Bids in order of desirable priority were

- Titan LED \$46689.08
- Ecolumens \$39200
- Codale \$40031

- Bastion Technologies \$29020

Titan LED although being the most expensive out of the four selected, was recommended by an independent engineering firm, engaged to do an analysis on the bids(see attached engineers report).

Titan was also selected by myself as its fixture tests and information were better than all of the other bidders information and offered without any request for information unlike some of the others. From my studies, the following criteria are crucial in the selection of an LED fixture.

- **Operational temperature of the chip-** The temperature needs to be as low as possible to prevent damage to the chip and extend life.
- **Operational temperature of the fixture-** The temperature needs to be as low as possible to prevent damage to the circuit board.
- **Quality of the chip-** The chip should be #1 or a top quality chip
- **Quality of the lens-** the optics need to be excellent in design and quality to disperse the light rays.
- **Engineering design of the circuit board-** the circuit board and chip mounting board need to be of a decent thickness and be capable of assisting with the heat dispersion.

Titan LED fixture's specifications excelled in all of the above categories.

There are many other criteria that are considered but I thought these were important to mention without going through the whole list.

**ATTACHMENT(S):**

1. Bid tabulation sheet for installation
2. Bid tabulation sheet for supply
3. Engineers analysis of bids
4. OSTA's fixture analysis spread sheet
5. Request for Bids (RFB)
6. RFB Notice (To be provided)

Installation Bids

Feb 22, 2016 - Bid Opening

Installation - of LED lighting fixtures  
Drama Council, Steve Swift, Rob Smith

1. A + E Electric      \$ 7,400.00
2. Lyle Northern Electric      \$ 10,895.00
3. BODEC Electric      \$ 5,930.00

5 End Opening 3:00 p.m. 6-10-16  
OSTA Lighting Fixtures

- LED Drivers
1. EColumns - \$ 39,200.00  
112.00
  2. Central Electric Supply \$ 31,458.00  
34.50
  3. All Phase Electric \$ 59,920.00 52970.00?
  4. Bastion Technologies \$ 29,020.
  5. Codele Electric \$ 40,415.
  6. Codele Electric \$ 40,031
  7. Titre LED \$ 46,689.00  
40.00
  8. Graybar blank 23943



## Spanish Trail Arena Lighting Bid Analysis

### Introduction

This report has been generated to evaluate the bids received with regard to a lighting upgrade project for the Spanish Trail Arena located in Moab, UT. The area of the arena being retrofitted is the indoor arena that is approximately 249'x171' with a ceiling height of 21.9' over the dirt area and sloping down to 13.5' over the upper walkways and bleacher/seating areas. 106 existing metal halide light fixtures are to be removed and replaced with (98) LED light fixtures. The main purpose of this upgrade is to improve the lighting while reducing energy consumption and electrical operating costs.

Our primary criteria for evaluating the received bids are as follows:

- Reliability and use in a damp environment.
- Ability of the fixture to withstand the impact from a soccer ball.
- Installation and operational cost of the fixture including longevity of components and maintenance concerns.
- Color temperature (°K) and color rendering index (CRI) of LED's.
- Lumen output, efficiency and maintenance of the light fixture as well as the meeting the lighting levels (40-50 footcandles at the arena floor level).
- Type, quantity and quality (Tier 1 required) of LED's used. The junction temperature of the LED chips and the fixtures ability to reject heat into the space.
- Where the fixture components are manufactured and availability of parts. Warranty information.

The bids were required to contain a photometric indicating the anticipated footcandle level at the ground; test results from an independent testing authority to show LM80, LM79, a TM21 calculation on the fixture and a L70 test; list of references and contact details; information on strength of the fixture; delivery/availability of fixtures; declaration of availability of replacement parts; and cut sheets on the equipment and accessories required for installation. The following bid packages were received in response to the solicitation:

1. Ecolumens – Conforms to bid requirements.

## Rocky Mountain Consulting Engineers, Inc.

2. Central Electrical Supply – Non-conforming. Does not include all documentation required such as LM80 report, LM79 report, and TM21 calculation.
3. All Phase – Non-conforming. Does not include all documentation required such as LM80 report, LM79 report, and TM21 calculation.
4. Bastion Technologies – Conforming to bid requirements.
5. Codale (Metalux) – Conforming to bid requirements.
6. Codale (RAB) – Non-conforming. Does not include all documentation required such as LM80 report, LM79 report, and TM21 calculation.
7. Titan LED 5 – Conforming to bid requirements
8. Graybar – Non-conforming. Does not include all documentation required such as footcandle analysis, Form 2 (costs breakdown), LM80 report, LM79 report, TM21 calculation, cut sheets on proposed light fixture(s), and other information.

### Conclusions

We have reviewed the conforming lighting bids for this project and respectfully submit the following information as our ranking with respect the requirements set forth in the bid documents. Our ranking was based on several criteria such as installed cost, fixture life, warranty, country of manufacture, operating wattage and lumen/watt. The following is our suggested ranking of the qualified bids received with a description of strong points for each fixture.

#1 - Titan LED 5 – Although this bid was the most expensive, it has the longest life (125,000hrs), warranty (6 years) and is manufactured in the USA. The fixture will produce the desired lumens at the arena floor, but is lower in efficiency than the other light fixtures (90lm/w).

#2 – Ecolumen – Reasonable cost, this fixture has a higher efficiency (130lm/w) with long life (100,000hrs), standard 5 year warranty and is made in the USA.

#3 - Codale (Metalux) – Somewhat higher installation cost, but has longer life (121,000hrs) and reasonable efficiency (119lm/w). This fixture has a standard 5 year warranty and is made in Mexico.

#4 - Bastion Technologies – Although this fixture has the lowest installed cost and highest efficiency (131lm/w), it also has the shortest life span (50,000hrs) and lower power factor. The fixture has a standard 5 year warranty and is made in China.

The bids provided by Central Electrical Supply (All Green Lighting, Inc.), Graybar (Phillips Lighting), Codale (RAB Lighting) and All Phase (RAB Lighting) did not meet the requirements for providing documentation and were not considered as qualified bids.

## Rocky Mountain Consulting Engineers, Inc.

The Excel matrix analyzing the received bids has been included as an attachment to this report with as much of the information filled in as possible. Some of the information was not available in the provided bid packages and was provided by researching the manufacture website. If there should be any questions with the information provided in this report or the conclusions made please contact David W. Steward, PE in our office for further clarification.

|                                       | 1   | 2   | 3   | 4   | 5  | 6  | 7   | 8   |
|---------------------------------------|---|---|---|---|--|--|---|---|
| SPECIFICATION LIST                    |  ECOLUMENS |  Central Electrical Supply |  ALL PHASE |  Bastion Technologies |  CODALE |  CODALE |  TITAN LED 5 |  Graybar |
| Model                                 | 98 - CZ-HB-200R57-TA-5700K 120°)  | 98 - Dialux HB-150-1200-HB  | 98 - RailP150w/D10  | 98 - hicloud led high bay   | 98 - SSLED-LD1-18-HT-M-UNV-L850-CD2-C3-SHK-U   | 98- RAILP185W/D10  | 98- 32BR-2P-56-9-80   | philips FBX12LL50-UNV-LCA H BAY<br>FBX24LL50-UNV-LCA H                                      |
| 1 Lumen Output:                       | 26000   | 16811   | 12000   | 19642   | 19229  | 23077  | 13320   |   |
| 2 Wattage for fixtures                | 200   | 165.4   | 150   | 150   | 162  | 185  | 148.8   |   |
| 3 Kelvin Day White                    | 5000k   | 4000K   | 5000k   | 5000k   | 5000k  | 5000k  | 5700K   |   |
| 4 Footcandles on floor(avg)           | 52  | 38  |   | 49.8  | 50   | 57   | 51  |   |
| 5 CCT:                                | 80  |   | 75  | 73  | 80   | 75   | 78  |   |
| 6 CRI:                                |   |   |   |   |  |  | 13%   |   |
| 7 Power Factor:                       | 0.95  |   | 94.1  | 93  | 0.95   | 0.996  | 0.99  |   |
| 8 Lumens /watt(efficacy)IES           | 130   | 102   | 80  | 131   | 119  | 125  | 90  |   |
| 9 Lumen maintenance TM21              | L70>70,000hrs   | L70>50,000hrs   |   | L70>50,000hrs   | L70 >100000hrs????   |  | L70>125000hrs > 98%   |   |
| 10 THD:                               |   |   |   |   |  |  | 14% @277V   |   |
| 11 Dimensions:                        | 18.1 x18.1 x7.1   |   | 30"L x 15"W x 3"H   |   | 16-7/8 - 16-3/8  |  | 16-5/8" L x 16 1/8" W x 4 5/8"  |   |
| 12 Lighting Angle:                    | 120   |   | 80°   | 120   | 120  |  | 120   |   |
| 13 LED Count:                         | 360   |   |   |   |  |  | 56  |   |
| 14 LED manufacture                    | Philips 3030  |   |   | Nichia nf2l757dr-Japan  | Nichia nf2l757drt-v1-Japan   |  | (Lumileds Luxeon LEDs)Philips   |   |
| 15 Mounting:                          | hook-Built In Cable slot  | hook-Built In Cable slot  | hook-Built In Cable slot  | hook-Built In Cable slot  | hook-Built In Cable slot   | hook-Built In Cable slot   | hook-Built In Cable slot  |   |
| 16 Dimming:                           | 10% 20%-30%-50% Plus  | 10% 20%-30%-50% Plus  | 10% 20%-30%-50% Plus  | 10% 20%-30%-50% Plus  | 10% 20%-30%-50% Plus   | 10% 20%-30%-50% Plus   | 10% 20%-30%-50% Plus  |   |
| 17 Insitu. Diode temperature:         | 110°C   |   | ?   | 79°C  | 110°C  |  | 62.7°C  |   |
| 18 Max. Ambient Peak temp:            | -40°F to 122°F  | -40°F to 131°F  |   | 22 to 131°F   | -4F TO 131°F   |  | -40 to 149°F  |   |
| 19 Humidity                           | 15% to 95%  |   |   | 15% to 90%  | 15% to 95%   |  | 15% to 95%  |   |
| 20 Replaces:                          | 400 watt MH   | 400 watt MH   | 400 watt MH   | 400 watt MH   | 400 watt MH  | 400 watt MH  | 400 watt MH   |   |
| 21 Working Voltage:                   | AC90 - 305V   |   |   |   | 120 - 277 V A/C  |  | 120 - 277 V A/C   |   |
| 22 Weight: 200 w and 100 w            | 5.8kg / 12.79lbs  |   |   |   | 19lbs  |  | 17.5lbs   |   |
| 23 Fixture Life Hours: LM 70          | 100,000 Hours   | 50,000 Hours  | 100000 hours  | 50000 hours   | 121000 hours   |  | 125,000 Hours   |   |
| 24 Life years @10hrs per day          | 27.40   | 13.70   | 27.40   | 13.70   | 33.15  |  | 34.25   |   |
| 25 Warranty:                          | 5 years   | 5 years   |   | 5 and 5 years   | 5 years  |  | 6 Years   |   |
| 26 Country of Manufacture             | China   | China   | China   | USA   | Mexico-dr/Asia-eaton-ch  | China  | USA- Simi valley CA   |   |
| 27 Tier 1 Chip                        |   |   |   |   |  |  | Yes   |   |
| 28 6" shade                           | yes   | yes   | No  | Yes   | Yes  | No   | YES   |   |
| 29 material                           | Aluminum alloy  | Aluminum alloy  | pressed metal   | Aluminum alloy & STEEL  | Aluminum alloy & STEEL   |  | Steel   |   |
| 30 DLC approved                       | Yes   | Yes   | yes   | yes   | yes  | yes  | Yes   |   |
| 31 Drivers                            | Mean Well HLG-240   | Mean Well HB-LED-L-150  | 2   | Mean Well HBG-160-B   |  |  | Inventronics EUD-150S130DT  |   |
| 32 Drivers voltage input(277vac reqd) | 90-246VAC   |   |   |   |  |  | 120-277VA/C   |   |
| 33 EXTRA'S                            |   |   |   |   |  |  | 3 Fans to assist cooling  |   |
| 34 FIXTURE cost                       | 400   | 321   | 540   | 290   | 412  | 408  | 466   |   |
| 35 Cost-200w fixtures (98)            | \$39,200.00   | \$31,458.00   | \$52,920.00   | \$28,420.00   | \$40,415.00  | \$40,031.00  | \$45,690.54   | \$21,864.84   |
| 36 Cost-100w fixtures ( )             | \$0.00  | \$0.00  | \$0.00  | \$0.00  | \$0.00   | \$0.00   | \$0.00  | \$2,078.16  |
| 37 Freight                            | \$0.00  | \$0.00  | \$0.00  | \$600.00  | \$0.00   | \$0.00   | \$998.54  |   |
| 38 Total cost of buying lights        | \$39,200.00   | \$31,458.00   | \$52,920.00   | \$29,020.00   | \$40,415.00  | \$40,031.00  | \$46,689.08   | \$23,943.00   |
| 39 Run lights-1 yr@10hrs per day      | \$10,016  | \$8,283   |   | \$7,511.70  | \$8,112.64   |  | \$7,452   |   |
|                                       | Conforming  | too short a life  | Non conforming- ftc and reports missing   | Conforming  | Conforming   | Tube led which will overheat   | Conforming  | Non conforming- ftc and reports missing   |

A&E Electric.

# 7400

GRAND COUNTY  
Request for Bids

Removal of existing fixtures and installation of LED replacement lighting fixtures  
to  
The Old Spanish Trail Arena indoor arena

FORM 1 Public Records Law

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Compliance with Public Records Law Form

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

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

Company Name: A&E Electric, Inc.

Authorized representative (printed): Ronald J Holyoak

Authorized representative (signature): *Ronald J. Holyoak*

Date: 01-14-16

Contact email: aeelectric@frontier.com

Contact phone Number: 435-259-5723

- A&E Electrical had allowed for a lift in their Bid and we had stated in their Documents that a bucket truck would be available as our (Grand County's) part of the contract + labour to work in the roof space. This cost was deleted and the revised price was within 10% of the lowest bidder.

- Also it was considered more efficient to have a local contractor who could respond to emergencies in a short amount of time if the lights went out during an event. They would know how the installation was done and be able to remediate

**GRAND COUNTY**  
**Request for Bids**  
**Removal of existing fixtures and installation of LED replacement lighting fixtures**  
**to**  
**The Old Spanish Trail Arena indoor arena**

**FORM 2 Bid Breakdowns**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Respondents are asked to use the following format. I, Ronald J Holyoak for  
and on behalf of A&E Electric, Inc. (Company) agree to provide Grand County with  
contract bid according to the following and as per attached specification:

- |   |                   |
|---|-------------------|
| 1. Removal of 106 existing light fixtures                                       | <u>\$2,716.25</u> |
| 2. <u>Installation</u> of 87 LED Lights- 200w fixtures with dimming & diffusers | <u>\$3,664.00</u> |
| 3. <u>Installation</u> of 19 LED Lights- 100w fixtures with dimming & diffusers | <u>\$1,019.75</u> |

Note: Dimming feature will not be connected to dimming controller at this time.

|              |                   |
|--------------|-------------------|
| <b>Total</b> | <u>\$7,400.00</u> |
|--------------|-------------------|

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**GRAND COUNTY**  
**Request for Bids**  
**Removal of existing fixtures and installation of LED replacement lighting fixtures**  
**to**  
**The Old Spanish Trail Arena indoor arena**

**PART III- SELECTION PROCESS.**

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

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

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

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

**GRAND COUNTY**  
**Request for Bids**  
**Removal of existing fixtures and installation of LED replacement lighting fixtures**  
**to**  
**The Old Spanish Trail Arena indoor arena**

**PART IV- REQUIREMENTS/STANDARDS GOVERNING RFB.**

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

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

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

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

**REQUEST FOR INFORMATION:** Any request for clarification or additional information deemed necessary by any respondent to present a proper bid shall be submitted in writing to **Grand County, 125 E. Center Street Moab, UT 84532.** (email of request for information is acceptable) To be considered, any such request must be received in time to allow for the County sufficient time to prepare and disseminate a written response. When appropriate valid requests received in accordance with the foregoing will be responded to in writing from the County in the form of an addendum addressed to all prospective respondents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PUBLIC RECORD:** Grand County is governed by the Governmental Record Management Act (except from exemptions allowed by state law). Information or data pertinent to the respondent's bid and of a confidential nature must be bound and placed in a separate sealed envelope and included with each copy of the respondent's bid. Grand County requests that a minimum amount of confidential material be used by the respondent in preparing responses

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to the bid. Materials consisting merely of general descriptive information will not be considered confidential under any circumstances.

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

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

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

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

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

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

**BOND AMOUNTS.** Upon the award of all construction contracts, the following bonds or security shall be delivered to the County: (a) A performance bond in an amount equal to 100% of the contract price; or (b) A payment bond in an amount equal to 100% of the contract price to serve as protection of all persons or companies supplying labor and/or material to the contractor or its subcontractors for the performance of the contract.

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

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

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**PART V- CONTRACT**

The successful bidder will be required to sign the attached contract approved by the County Council. This respondent's bid along with this RFB will be attached to the contract as an Exhibit A.

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**AGREEMENTS FOR INDEPENDENT CONTRACTORS**

1. **GENERAL.** Grand County duly organized and existing under the laws of the State of Utah, with its primary place of business located at 125 E. Center Street, Moab UT 84532, Utah (hereinafter referred to as County) and A&E Electric, Inc. \_\_\_\_\_, license number 151233-5502 \_\_\_\_\_ (hereinafter referred to as Contractor) located at 956 South Main Moab Utah 84532 herewith enter into this agreement for services, effective upon this date: January 19 2016.
  
2. **RECITALS.** The parties recite and declare:
  - A. Contractor is willing to provide services to County, and County is willing to accept services from and compensate Contractor for said services subject to the terms, covenants and conditions set forth in this agreement.
  
  - B. For the reasons set forth above, and in consideration of the mutual promises and agreements set forth in this agreement, County and Contractor agree as follows:
  
3. **SERVICES.**
  - A. Contractor herewith agrees to perform the services as described in the Scope of Work (Exhibit A):
  - B.
    - (1) Installation of 106 LED lighting fixtures to indoor arena - all as per specification
    - (2) \_\_\_\_\_
    - (3) \_\_\_\_\_
    - (4) \_\_\_\_\_
    - (5) \_\_\_\_\_
  
  - B. Contractor shall be responsible to ensure that the services set forth above are performed in a timely manner as established in this agreement.
  
  - C. Contractor shall perform such duties as specified by this agreement and that are customarily performed during the course of performing the above noted services.
  
4. **BEST EFFORT OF CONTRACTOR.** Contractor agrees that they will at all times faithfully, industriously, and to the best of their ability, experience, and talents, perform all of the duties that may be associated with the services set forth above and shall perform said services to the reasonable satisfaction of County.
  
5. **TERM OF AGREEMENT.** This agreement shall be in effect beginning January 19 2016 and ending on, or at any time before, March 30 2016.
  
6. **TERMINATION OF AGREEMENT.** This agreement shall expire on or before March 30 2016. In addition, either party shall have the right to terminate this agreement without cause by providing thirty (30) days written notice

## GRAND COUNTY

### Request for Bids

#### Removal of existing fixtures and installation of LED replacement lighting fixtures to The Old Spanish Trail Arena indoor arena

to the other party. Either party immediately may terminate this agreement for cause by providing written notice stating the legal grounds for termination of the agreement.

7. COMPENSATION OF CONTRACTOR. County shall pay Contractor, and Contractor shall accept from County, in full payment for Contractor's services under this agreement, \$7,400.00. The County shall pay for services rendered as set forth in Exhibit A upon their completion.
8. RETURN OF EQUIPMENT ON TERMINATION OF SERVICES. On termination of this agreement by either party, or at the termination of Contractor, all County property in the possession of Contractor shall be promptly returned to County by Contractor.
9. CONTRACTOR INDEPENDENCE. Contractor is an independent contractor with respect to all services performed under this Contract. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Consultant on work performed under the terms of this Contract. Contractor shall defend, indemnify and save harmless the County from any claims or liability for such contributions or taxes. Nothing contained in this Contract nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.
10. HOLD HARMLESS/INDEMNIFICATION. Contractor herewith agrees to indemnify and hold the County, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the County or their respective officers, officials, agents, or employees, or any person or persons.
11. NO AGREEMENTS OUTSIDE OF AGREEMENT. This agreement contains the complete agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this agreement or any representations including the execution and delivery of this agreement except such representations as are specifically set forth in this agreement and each of the parties acknowledges that they or it have relied on its own judgment in entering into this agreement. The parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other.  
  
The Contractor may subcontract out a portion of the work to another party only with the express written permission of Grand County. It is acknowledge that any agreement between the Contractor and Subcontractor is not binding on Grand County.
12. MODIFICATION OF AGREEMENT. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.
13. DISPUTES. Should any disputes arise with respect to this Contract, the Contractor and the County agrees to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or County as a result of such failure to proceed shall be borne by the Contractor; and the Contractor shall not make a claim against the County for such costs.

**GRAND COUNTY  
Request for Bids**

**Removal of existing fixtures and installation of LED replacement lighting fixtures to  
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14. **CHOICE OF LAW.** It is the intention of the parties to this agreement that this agreement and the performance under this agreement, and all suits and special proceedings under this agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of other forums. Any such action shall be brought in the 7<sup>th</sup> Judicial District Court, State of Utah, Grand County.
15. **NO WAIVER.** The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
16. **SEVERABILITY.** The invalidity of any portion of this agreement for any reason with not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the severing of the invalid provision.
17. **LIABILITY AND WORKERS COMPENSATION INSURANCE.** Contractor warrants that Contractor has obtained and will maintain liability insurance sufficient to support Contractor's duty to indemnify, described in this agreement. Contractor further warrants that contractor has obtained and will maintain workers compensation insurance as may be required by State law. Evidence of such insurance are attached as Exhibit "B".
18. **UNDERSTANDING AND EFFECT OF AGREEMENT.**
  - A. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into agreement.
  - B. Parties warrant that they enter into this agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.
  - C. And, Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.
19. **PARAGRAPH HEADINGS.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.
20. **ATTORNEY'S FEES AND COSTS.** In the event of breach of this agreement, the non-breaching party shall recover the attorney's fees and court costs that result from action or lawsuit brought to remedy the breach.
21. **CONTRACTOR'S, SUBCONTRACTOR'S, AGENTS AND THEIR EMPLOYEES.** It is acknowledged that Contractor's, Subcontractor's, Agent's and their employees engaged in the work performed under this Agreement are not employees or representative of Grand County. All contracted employees engaged in work on County premise shall be at least 18 years of age. The County reserves the right to remove contractor or subcontractors' employees engaged in work on County property. Typically, the removal of contractor's employees from County property will be associated with issues surrounding drug, alcohol, theft, or confrontation.
22. **DUTY OF NOTIFICATION.** Upon filing for bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall notify the County, immediately. Upon learning of the actions herein identified, the County reserves the right, at their sole discretion, to either cancel the Contract or reaffirm the Contract.

**GRAND COUNTY  
Request for Bids**

**Removal of existing fixtures and installation of LED replacement lighting fixtures to  
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23. **PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS.** Contractor shall be in possession of all professional licenses required to perform work prior to the commencement of the work and attached hereto as Exhibit "B". Securing other occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Contract shall be the sole responsibility of the Contractor. Contractor shall comply with all federal, state, and local laws, ordinances and regulations applicable to the work.
24. **WORK & INTELLECTUAL PROPERTY RIGHTS.** The work results and the reports, if any as described in the Scope of Work (Exhibit "A") shall be considered confidential and proprietary and owned by the County. Contractor shall not release any such reports or work without prior written consent of the County. All inventions and copyrightable works that Contractor is obligated to disclose shall be, and remain, entirely the property of the County. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of the County. Contractor hereby assigns to the County any rights it may have in such copyrightable works. Contractor shall cooperate with County in obtaining any copyrights or patents.

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

|                              |                                     |            |
|------------------------------|-------------------------------------|------------|
| <hr/> Contractor's Signature | <hr/> Printed Name of Contractor    | <hr/> Date |
| <hr/> County Signature       | <hr/> Printed Name of County Rep.   | <hr/> Date |
| <hr/> Clerk Auditor          | <hr/> Printed Name of Clerk Auditor | <hr/> Date |

**Contact Information**

**Contractor's Contact Information**

Name: Ronald J Holyoak

Title: President

Address: 956 South Main  
Moab, Utah 84532

Phone: ( 435 ) 259-5723

Fax: ( 435 ) 259-5723

Email aeelectric@frontier.com

**County's Assigned Project Manager**

Name: Steve Swift

Title: OSTA Manager

Address: 3641 S Highway 191  
Moab UT 84532

Phone: ( 435 ) 259 6226

Fax: ( 435 ) 259 7916

Email sswift@grandcountyutah.net

Titan 7

**GRAND COUNTY  
Request for Bids  
Supply of LED replacement lighting fixtures to The Old Spanish Trail Arena**

**REQUEST FOR BIDS**

Note: this bid is a repeat bid with a changed specification.

Bids are due by  
6-10-2016

At 3:00 p.m.

**SEND ONE (1) COPY OF THE BID TO:**

Clerk Auditor's Office  
Diana Carroll, Clerk Auditor  
125 E Center Street  
Moab, UT 84532  
Phone: 435-259-1322  
Fax: 435-259-2959  
Email: dcarroll@grandcountyutah.net

**SEND TECHNICAL INQUIRIES**

Old Spanish Trail Arena  
Steve Swift, Manager  
125 E. Center Street  
Moab, UT 84532  
Phone: 435-259-6226  
Email: sswift@grandcountyutah.net

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

**GRAND COUNTY**  
**Request for Bids**  
**Supply of LED replacement lighting fixtures to The Old Spanish Trail Arena**

**PART I- PROJECT DESCRIPTION.**

Supply new LED fixtures for the indoor arena and deliver to Old Spanish Trail Arena. 3641 South Hwy 191 Moab Utah USA all in compliance with the specification and this document.

A sales license should be verified;

All light fixtures should be insured. If any damage is evident, on arrival at the Old Spanish Trail Arena, Moab, all items should be replaced, including all shipping costs at no extra expense to Grand County.

Delivery time to Old Spanish Trail Arena should be specified in number of days from receipt of order.

**GRAND COUNTY**  
**Request for Bids**  
**Supply of LED replacement lighting fixtures to The Old Spanish Trail Arena**

**PART II- RESPONDING TO RFB.**

**TIMELINES:** To be considered, 1 (one) sealed copy of the bid marked "Old Spanish Trail Arena Lighting supply project" shall be submitted to Diana Carroll, at 125 E. Center Street, Moab, UT 84532, no later than 3:00 pm, on June-10-2016.

**BID OPENINGS:** Bids shall be opened publicly by a representative from the Clerk Auditor's Office and in the presence of at least one witness on June-10-2016 at 3pm in the **County Council Chambers located at 125 E. Center Street, Moab UT 84532. The amount of each bid and any other relevant information, and the name of each bidder shall be recorded.** The record and each bid shall be open in public inspection.

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

If it becomes necessary to revise or amend any part of this RFB, notice will be given to all respondents that who are registered when receiving this bid package. Bidders must acknowledged receipt of the amendment in their bid. Each bidder should ensure that they have received all amendments to this RFB before submitting their bids. Please check the Grand County web site at [www.grandcountytah.net](http://www.grandcountytah.net) for any amendments.

**BIDS:** Attached bid forms are to be completed as instructed and one (1) are to be returned in response to this RFB. The bid shall be sealed and marked "Old Spanish Trail Arena Lighting Supply Project"

- Company Profile (optional)
- Listing of proposed subcontractors/manufacturers, if any, and scope of work they will perform.
- Past and current LED lighting supply projects to be provided of a similar size, scope, type of fixture etc. and the name & telephone number of a contact person from that entity, who will be familiar enough with the past project to give a reference.
- Business license and employees bonded to perform work.
- Any unique suggestions or requirements that may be helpful in the analysis of the bid.
- Submission of FORM 1 Public Records Law
- Submission of FORM 2 Cost Breakdowns - The bidder must provide an itemized bid of the work to be completed and include the maximum cost for the project.

**GRAND COUNTY**  
**Request for Bids**  
**Supply of LED replacement lighting fixtures to The Old Spanish Trail Arena**

**FORM 1 Public Records Law**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Compliance with Public Records Law Form

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

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

Company Name: Titan LED

Authorized representative (printed): Jay Cook

Authorized representative (signature): 

Date: June 8, 2016

Contact email: j.cook@titanled.net

Contact phone Number: (435) 406-1775

**GRAND COUNTY**  
**Request for Bids**  
**Supply of LED replacement lighting fixtures to The Old Spanish Trail Arena**

**FORM 2 Bid Breakdowns**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Respondents are asked to use the following format. I, Jay Cook for  
and on behalf of Titan LED, Inc. (Company) agree to provide Grand County with  
contract bid according to the following and as per attached specification:

- |   |                            |
|---|----------------------------|
| 1. 98 LED Lights-150-200w fixtures with 6" lamp shade, dimming controllers & diffusers and mounting hook and safety cable | \$ <u>45,690.54</u>        |
| 2. Freight for 98 lighting fixtures complete  | \$ <u>998.54</u>           |
| <b>Total</b>  | <b>\$ <u>46,689.08</u></b> |

---

**Current cost of replacement parts for future reference:-**

- |  |                 |
|--|-----------------|
| 1. <del>Ballest</del> Driver                 | \$ <u>80.00</u> |
| 2. Main board                                | \$ <u>53.00</u> |
| 3. Diffuser                                  | \$ <u>16.00</u> |
| 4. Dimming control <u>Included in Driver</u> | \$ <u>—</u>     |
| 5. Lamp shade                                | \$ <u>40.00</u> |

Delivery Time Frame (in days from receipt of order) 30-45 days

**GRAND COUNTY**  
**Request for Bids**  
**Supply of LED replacement lighting fixtures to The Old Spanish Trail Arena**

**PART III- SELECTION PROCESS.**

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

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

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

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

**GRAND COUNTY**  
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**Supply of LED replacement lighting fixtures to The Old Spanish Trail Arena**

**PART IV- REQUIREMENTS/STANDARDS GOVERNING RFB.**

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

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

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

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

**REQUEST FOR INFORMATION:** Any request for clarification or additional information deemed necessary by any respondent to present a proper bid shall be submitted in writing to **Grand County, 125 E. Center Street Moab, UT 84532.** (email of request for information is acceptable-email: [sewit@grandcountyutah.net](mailto:sewit@grandcountyutah.net)) To be considered, any such request must be received in time to allow for the County sufficient time to prepare and disseminate a written response. When appropriate valid requests received in accordance with the foregoing will be responded to in writing from the County in the form of an addendum addressed to all prospective respondents.

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

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

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

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

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

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

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

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

**GRAND COUNTY  
Request for Bids**

**Supply of LED replacement lighting fixtures to The Old Spanish Trail Arena**

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

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

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

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

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

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

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

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

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

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

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

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

**GRAND COUNTY**  
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**Supply of LED replacement lighting fixtures to The Old Spanish Trail Arena**

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

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

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

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

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

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

**BOND AMOUNTS.** Upon the award of all construction contracts, the following bonds or security shall be delivered to the County: (a) A performance bond in an amount equal to 100% of the contract price; or (b) A payment bond in an amount equal to 100% of the contract price to serve as protection of all persons or companies supplying labor and/or material to the contractor or its subcontractors for the performance of the contract.

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

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

**GRAND COUNTY  
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**Supply of LED replacement lighting fixtures to The Old Spanish Trail Arena**

**PART V- CONTRACT**

The successful bidder will be required to sign the attached contract approved by the County Council. This respondent's bid along with this RFB will be attached to the contract as an Exhibit A.

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**Request for Bids**  
**Supply of LED replacement lighting fixtures to The Old Spanish Trail Arena**

**AGREEMENTS FOR INDEPENDENT CONTRACTORS**

1. GENERAL. Grand County duly organized and existing under the laws of the State of Utah, with its primary place of business located at 125 E. Center Street, Moab UT 84532, Utah (hereinafter referred to as County) and Titan LED, Inc, license number \_\_\_\_\_ (hereinafter referred to as Contractor) located at 4590 Ish Dr. Simi Valley, CA 93063 herewith enter into this agreement for services, effective upon this date: June 10, 2016.
2. RECITALS. The parties recite and declare:
  - A. Contractor is willing to provide services to County, and County is willing to accept services from and compensate Contractor for said services subject to the terms, covenants and conditions set forth in this agreement.
  - B. For the reasons set forth above, and in consideration of the mutual promises and agreements set forth in this agreement, County and Contractor agree as follows:
3. SERVICES.
  - A. Contractor herewith agrees to perform the services as described in the Scope of Work (Exhibit A):
    - (1) Supply of LED lighting fixtures with dimming ability & attachments all as per specification
    - (2) Details of testing and photometrics as per specification
    - (3) Delivery of all fixtures and attachments as per specification
    - (4) \_\_\_\_\_
    - (5) \_\_\_\_\_
  - B. Contractor shall be responsible to ensure that the services set forth above are performed in a timely manner as established in this agreement.
  - C. Contractor shall perform such duties as specified by this agreement and that are customarily performed during the course of performing the above noted services.
4. BEST EFFORT OF CONTRACTOR. Contractor agrees that they will at all times faithfully, industriously, and to the best of their ability, experience, and talents, perform all of the duties that may be associated with the services set forth above and shall perform said services to the reasonable satisfaction of County.
5. TERM OF AGREEMENT. This agreement shall be in effect beginning June 10, 2016 and ending on, or at any time before, June 30, 2017.
6. TERMINATION OF AGREEMENT. This agreement shall expire on or before June 30, 2017 In addition, either party shall have the right to terminate this agreement without cause by providing thirty (30) days

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Request for Bids**

**Supply of LED replacement lighting fixtures to The Old Spanish Trail Arena**

- written notice to the other party. Either party immediately may terminate this agreement for cause by providing written notice stating the legal grounds for termination of the agreement.
7. **COMPENSATION OF CONTRACTOR.** County shall pay Contractor, and Contractor shall accept from County, in full payment for Contractor's services under this agreement, \$46,689.08. The County shall pay for services rendered as set forth in Exhibit A upon their completion.
  8. **RETURN OF EQUIPMENT ON TERMINATION OF SERVICES.** On termination of this agreement by either party, or at the termination of Contractor, all County property in the possession of Contractor shall be promptly returned to County by Contractor.
  9. **CONTRACTOR INDEPENDENCE.** Contractor is an independent contractor with respect to all services performed under this Contract. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Consultant on work performed under the terms of this Contract. Contractor shall defend, indemnify and save harmless the County from any claims or liability for such contributions or taxes. Nothing contained in this Contract nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.
  10. **HOLD HARMLESS/INDEMNIFICATION.** Contractor herewith agrees to indemnify and hold the County, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the County or their respective officers, officials, agents, or employees, or any person or persons.
  11. **NO AGREEMENTS OUTSIDE OF AGREEMENT.** This agreement contains the complete agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this agreement or any representations including the execution and delivery of this agreement except such representations as are specifically set forth in this agreement and each of the parties acknowledges that they or it have relied on its own judgment in entering into this agreement. The parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other.  
  
The Contractor may subcontract out a portion of the work to another party only with the express written permission of Grand County. It is acknowledge that any agreement between the Contractor and Subcontractor is not binding on Grand County.
  12. **MODIFICATION OF AGREEMENT.** Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.
  13. **DISPUTES.** Should any disputes arise with respect to this Contract, the Contractor and the County agrees to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or County as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall not make a claim against the County for such costs.

**GRAND COUNTY**  
**Request for Bids**  
**Supply of LED replacement lighting fixtures to The Old Spanish Trail Arena**

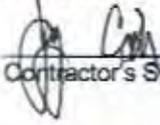
14. **CHOICE OF LAW.** It is the intention of the parties to this agreement that this agreement and the performance under this agreement, and all suits and special proceedings under this agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of other forums. Any such action shall be brought in the 7<sup>th</sup> Judicial District Court, State of Utah, Grand County.
15. **NO WAIVER.** The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
16. **SEVERABILITY.** The invalidity of any portion of this agreement for any reason with not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the severing of the invalid provision.
17. **LIABILITY AND WORKERS COMPENSATION INSURANCE.** Contractor warrants that Contractor has obtained and will maintain liability insurance sufficient to support Contractor's duty to indemnify, described in this agreement. Contractor further warrants that contractor has obtained and will maintain workers compensation insurance as may be required by State law. Evidence of such insurance are attached as Exhibit "B".
18. **UNDERSTANDING AND EFFECT OF AGREEMENT.**
  - A. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into agreement.
  - B. Parties warrant that they enter into this agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.
  - C. And, Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.
19. **PARAGRAPH HEADINGS.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.
20. **ATTORNEY'S FEES AND COSTS.** In the event of breach of this agreement, the non-breaching party shall recover the attorney's fees and court costs that result from action or lawsuit brought to remedy the breach.
21. **CONTRACTOR'S, SUBCONTRACTOR'S, AGENTS AND THEIR EMPLOYEES.** It is acknowledged that Contractor's, Subcontractor's, Agent's and their employees engaged in the work performed under this Agreement are not employees or representative of Grand County. All contracted employees engaged in work on County premise shall be at least 18 years of age. The County reserves the right to remove contractor or subcontractors' employees engaged in work on County property. Typically, the removal of contractor's employees from County property will be associated with issues surrounding drug, alcohol, theft, or confrontation.
22. **DUTY OF NOTIFICATION.** Upon filing for bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon appointment of a receiver, trustee, or assignee for the benefit of

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creditors, the Contractor shall notify the County, immediately. Upon learning of the actions herein identified, the County reserves the right, at their sole discretion, to either cancel the Contract or reaffirm the Contract.

23. **PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS.** Contractor shall be in possession of all professional licenses required to perform work prior to the commencement of the work and attached hereto as Exhibit "B". Securing other occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Contract shall be the sole responsibility of the Contractor. Contractor shall comply with all federal, state, and local laws, ordinances and regulations applicable to the work.
24. **WORK & INTELLECTUAL PROPERTY RIGHTS.** The work results and the reports, if any as described in the Scope of Work (Exhibit "A") shall be considered confidential and proprietary and owned by the County. Contractor shall not release any such reports or work without prior written consent of the County. All inventions and copyrightable works that Contractor is obligated to disclose shall be, and remain, entirely the property of the County. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of the County. Contractor hereby assigns to the County any rights it may have in such copyrightable works. Contractor shall cooperate with County in obtaining any copyrights or patents.

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

|   |                             |          |
|---|-----------------------------|----------|
|  | Jay Cook                    | 6/8/2016 |
| Contractor's Signature  | Printed Name of Contractor  | Date     |
|   |                             |          |
| County Signature  | Printed Name of County Rep. | Date     |
|   |                             |          |
| Clerk Auditor   | Date                        |          |

**Contact Information**

**Contractor's Contact Information**

Name: Jay Cook

Title: Regional Manager

Address: 123 E. 100 N.  
Delta, Utah 84624

Phone: ( 435 ) 406 - 1775

Fax: (    ) \_\_\_\_\_

Email: j.cook@titanled.net

**County's Assigned Project Manager**

Name: Steve Swift

Title: OSTA Manager

Address: 3641 S Highway 191  
\_\_\_\_\_, Moab UT 84532

Phone: ( 435 ) 259 6226

Fax: ( 435 ) 259 7916

Email: sswift@grandcountyutah.net

GRAND COUNTY  
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Supply of LED replacement lighting fixtures to The Old Spanish Trail Arena

# Specification

Exhibit "A"  
Scope of Work

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

Scope of works

This RFB is for the supply of 98 replacement LED lighting fixtures for the Old Spanish Trail Indoor Arena that are of equal or similar type to those in the following specification and must not be inferior in efficiency or quality. The proposed LED light fixtures are to replace the existing 106 Metal Halide fixtures and will be fixed in the same location replacing each fixture one for one except where several fixtures are deleted. The fixture installation will be awarded as a separate contract and is not part of this request for bids.

Specification

Required lighting fixtures -Please check box if your fitting complies and list rating as required and submit this page with bid

98 off - 150watt-200watt LED fixtures

Fixture specification -

Cord length- 3 feet protruding from fixture with no plug.

Tier 1 LED chip  Lumileds Luxeon TX

Fixture lumen output greater than 13000 lumen (Delivered Lumens)  13,220 True Delivered / Diffused

Power Consumption 150w-200W or less.  148.81 LM 79

Efficacy (IES) 95 lumens or greater per watt.  95 True Delivered

Beam Angle (120 degrees, clear/diffused)

Color Temperature 4500-5500K.  5700 K

CRI equal to or greater than 70.  78

Lumen Maintenance L70>=100,000 hours (or better) as calculated using TM-21 at Junction Temperature in fixture.  > 125,000 hrs.

Input Voltage 100-277V AC.

Dimming capability: Must have a dimmable driver.

Power Factor 0.95 minimum.  1.00

UL Damp rating or better rating.

Operating Temperature -22 to 131F or higher)  -40 to 149 F

Humidity 15% to 90% RH. - Must be suitable for damp conditions

Weight of fixture: must be no more than 30lbs.  16.25

Mounting:  Hook and Universal Hanging Bracket or similar as per attached photo with added safety chain with locking clips.

Prismatic diffuser securely fixed to fixture and with high impact capabilities (must stop glare without compromising the foot candles required at ground level)  Polycarbonate Diffused

Aluminum Alloy Frame and extruded aluminum heat sink.

Warranty- Five Years or longer and have life span of 100,000 hours; Warranty period must not exclude lumen depreciation greater than 30% diminished lumen output.  6 yrs.

Listings: ETL, DLC, CE, RoHS, CB, WEEE. Light fixtures must be rebate eligible with Rocky Mountain Power Utah.

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**Bid should include the following and will be deemed invalid if any of the following are excluded:-**

- ✓ **1 Photometric.** A complete photometric diagram of the proposed fixtures in location (please see attached sample drawing) indicating individual foot candles and average foot candle value at dirt level of 42fc to 50fc. AutoCAD drawing available on request for Photometric chart layout- If required, please specify AutoCAD version that drawing will need to be sent in. Year 2000 to 2014 AutoCAD LT available.

**Note:** foot candles at ground level will be checked on completion of project and if foot candle measurement is inferior to that specified in this document, lighting will be replaced in situ at suppliers cost.

**2 Supply of test results with proof and qualification from certified independent testing authority as follows:**

- ✓ LM80 report on LED Chip used in proposed fixture.  
✓ LM79 report on Fixture.  
✓ In situ test on fixture.  
✓ TM 21 calculation on fixture.  
✓ L70 test—100,000 hours (or better) as calculated using TM-21 at Junction Temperature

- ✓ **3 List of referees and contact details** for companies who have purchased and has installed the proposed lighting fixtures (2 or more years prior to bid date)

✓ **4 Strength of Fixture**

The proposed lighting fixtures & diffusers must be able to resist impact damage from soccer balls kicked by adults.

✓ **5 Delivery**

The proposed lighting fixtures must be delivered to The Old Spanish Trail Arena, 3641 S Hwy 191, Moab UT 84532.

✓ **6 Declaration of availability of all parts**

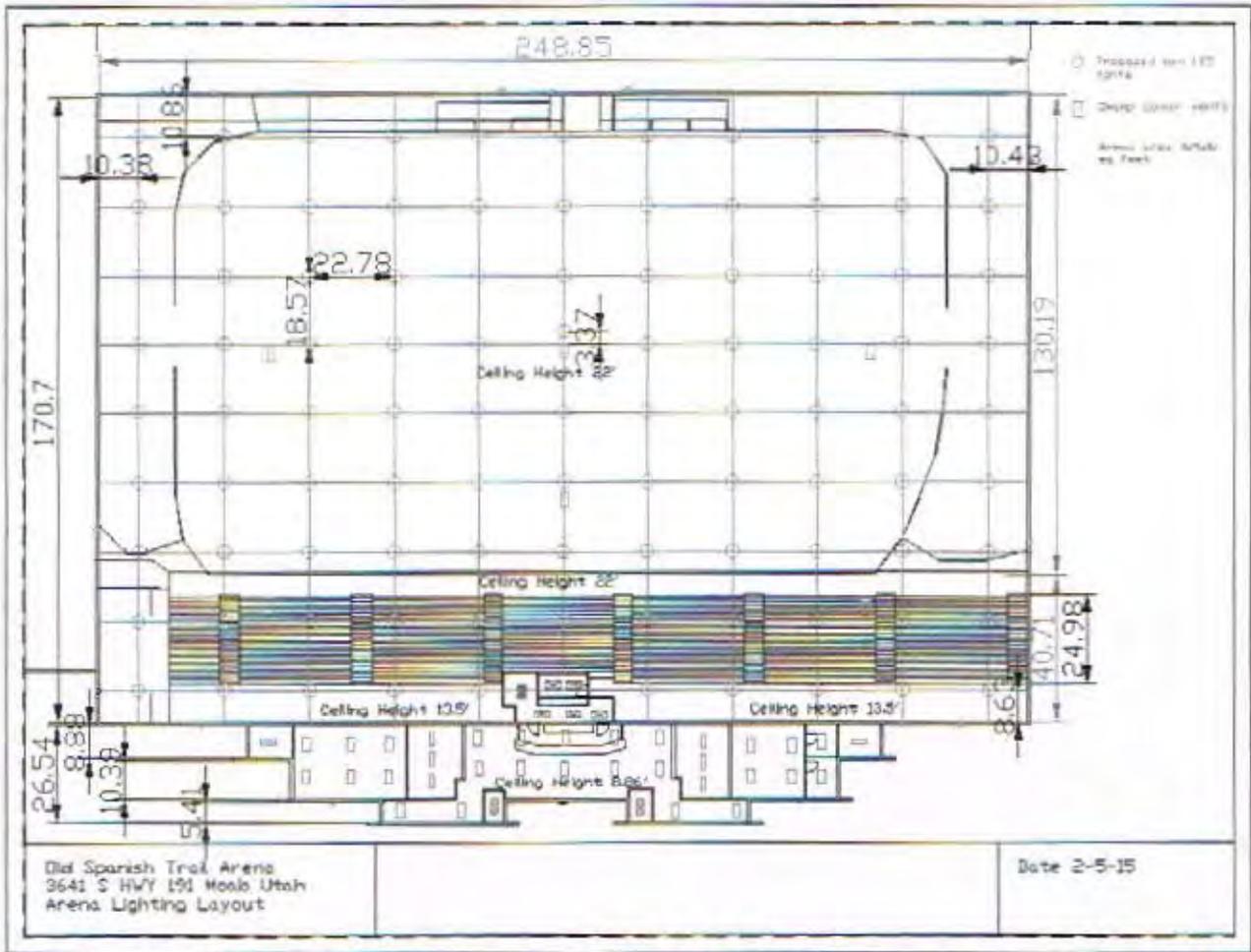
Fixtures and parts must be available for the next 20 years.

✓ **7 Cut sheets**

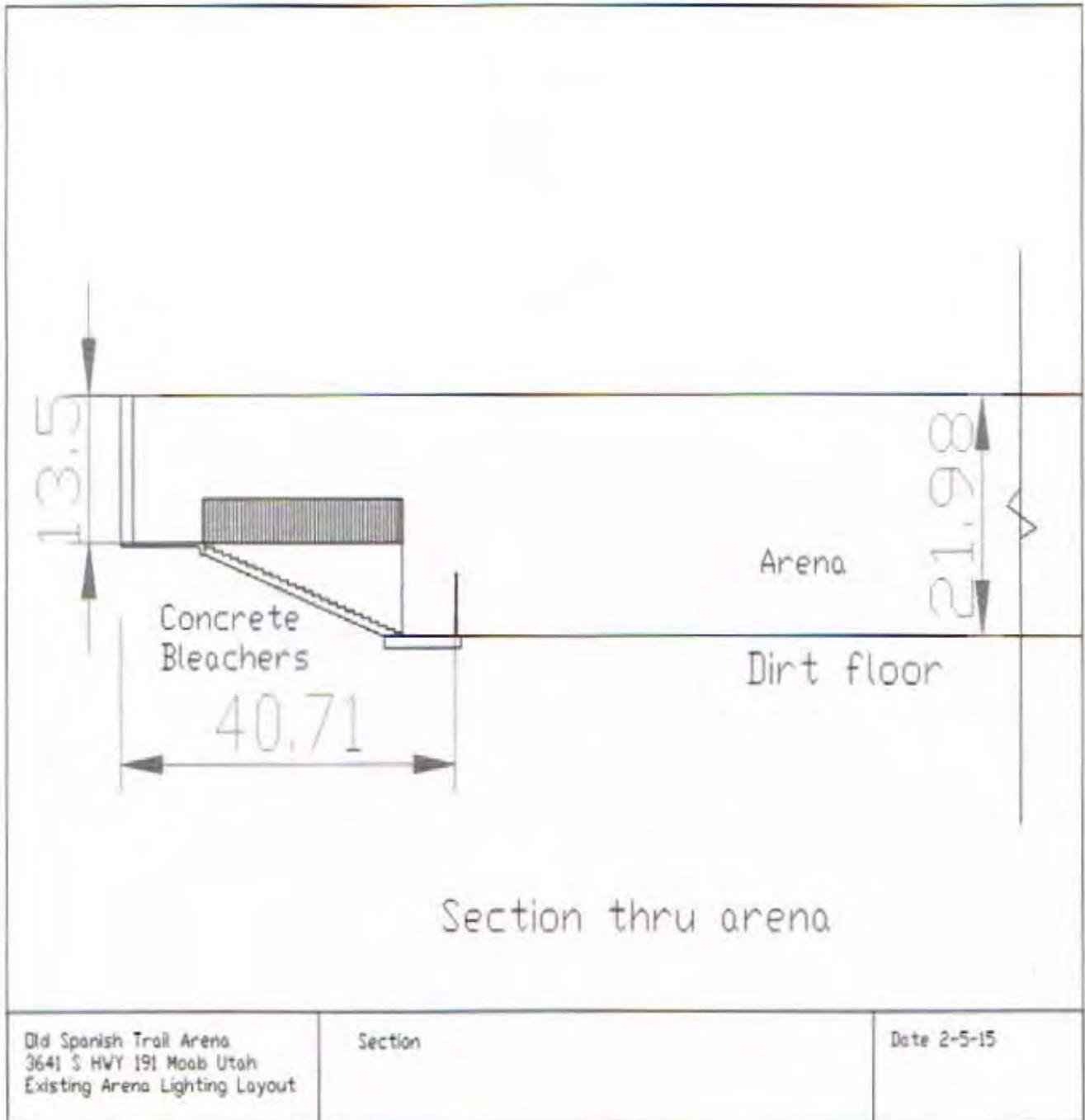
Cut sheets for each type of lighting fixture (including sheet showing wiring to power with dimming module)

The successful contractor will be required to provide a sample fixture prior to contract being signed. If suitable the fixture will be included as part of the order or returned if not suitable.

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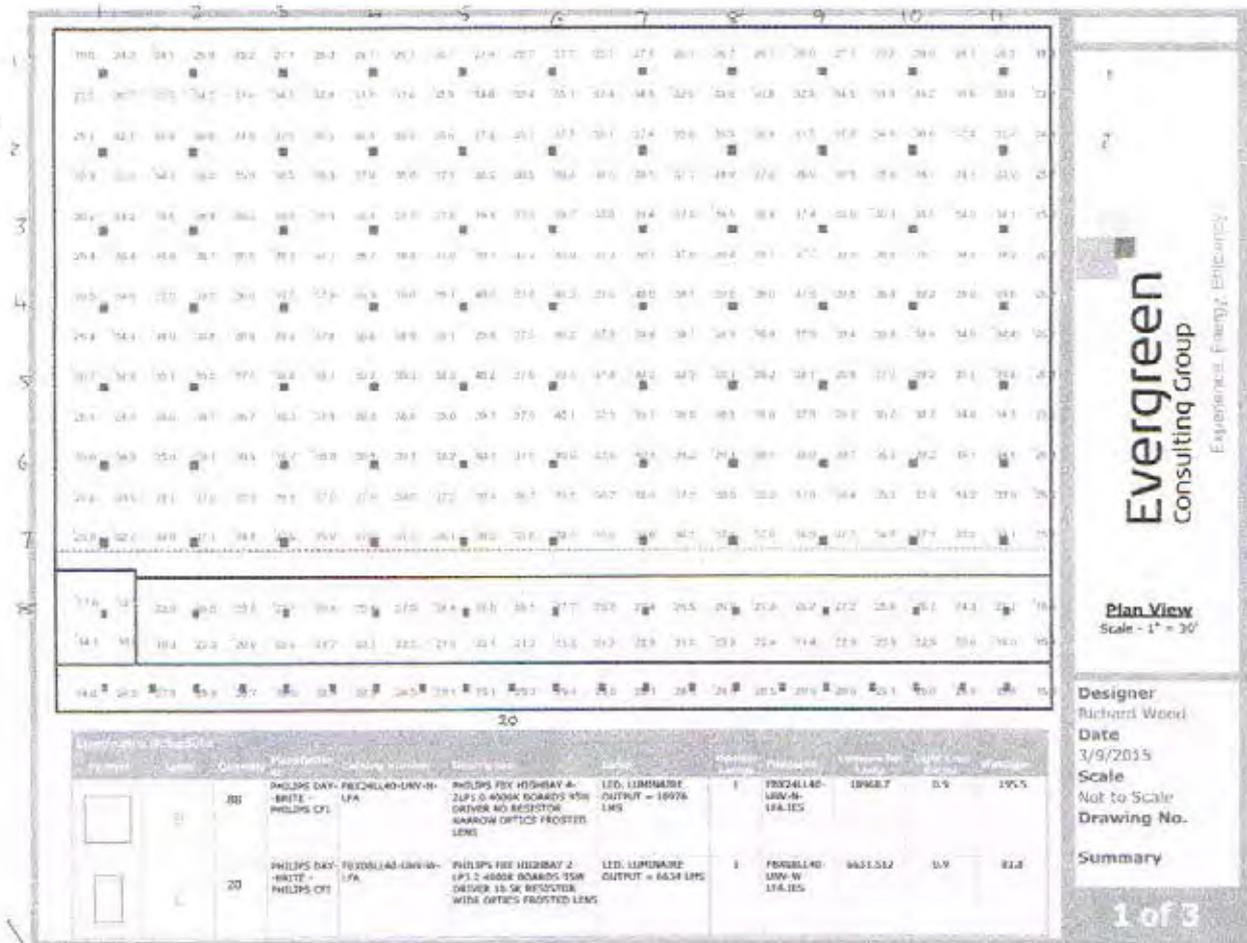
Typical fixing hook above required with each fixture

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**Exhibit "B"  
Professional License(s) and Insurance**

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

# GRAND COUNTY Request for Bids Supply of LED replacement lighting fixtures to The Old Spanish Trail Arena



**Sample photometric**

**Note-Foot candle levels shown in the above diagram are too low as the design is for fluorescent fixtures. It is desired to get an average of about 42-50fc with LED's.**

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**OCTOBER 18, 2016**

Agenda Item: M

|                       |  |
|-----------------------|--|
| <b>TITLE:</b>         | Approving proposed 2-year office lease agreement between Grand County and Pinnacle Helicopters, LLC at Canyonlands Field Airport |
| <b>FISCAL IMPACT:</b> | \$3,061.50 Annual Rent   |
| <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 approve the proposed 2-year office lease agreement with Pinnacle Helicopters, LLC for office space in the terminal building at Canyonlands Field Airport, effective November 1, 2016, and authorize the Chair to sign all associated documents.

**BACKGROUND:**

Pinnacle Helicopters, LLC currently has a month-month office lease for 78.5 sq ft of office space in the Canyonlands Field Airport Terminal that was established in April 2016. This new contract would charge a rate of \$3.25/sq ft/mo plus the monthly water/sewage fee for a period of two years.

The Airport Board reviewed this proposal at the October 3<sup>rd</sup> meeting and voted unanimously to recommend the office lease for approval by the County Council.

**ATTACHMENT(S):**

- 1) Office Lease Agreement for Pinnacle Helicopters, LLC

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

This Agreement, made and entered into as of **October 18<sup>th</sup>, 2016**, by and between **Grand County**, herein after referred to as "**County**" and **Pinnacle Helicopters, Ben Black owner**, hereinafter referred to as "**Tenant**".

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

### 1. TERM

The term of this lease shall be for **2** years commencing on **November 1<sup>st</sup>, 2016**, and shall expire at midnight **October 31<sup>st</sup>, 2018**, a **1** year option may be granted per section 29 of this lease.

### 2. RENT

(A) Tenant agrees to pay County during the term of this lease a monthly rent of **\$255.13 + water and sewage**, Payable in advance. Rent is based upon **78.5sq/ft** of leased space at the rate of **\$3.25/sq./ft./mo.**, and the established rate for water and sewage at Canyonlands Field. The rental installment for any fractional month shall be prorated. Tenant shall have exclusive use of the parcel particularly described on **Exhibit "A"**, in the passenger terminal building located at **94 W. Aviation Way, Moab UT 84532**. Rent to be remitted to: **County Clerk, 125 East Center, Moab, Utah 84532**.

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

### 3. USES AND PRIVILEGES OF TENANT

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

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

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

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

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

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

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

#### 4. SIGNS

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

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

#### 5. IMPROVEMENTS

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

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

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

## 6. TAXES AND LICENSES

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

## 7. NET LEASE

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

## 8. REPAIR AND MAINTENANCE

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

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

#### 9. UTILITIES

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

#### 10. FIRE EXTINGUISHERS

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

#### 11. INDEMNIFICATION

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

#### 12. LIABILITY INSURANCE

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

#### 13. OBLIGATIONS OF COUNTY

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

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

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

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

#### 14. COUNTY'S RESPONSIBILITY TO TENANT'S PROPERTY

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

#### 15. DAMAGE OR DESTRUCTION

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

#### 16. RELOCATION OF PREMISES

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

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

## 17. DEFAULT

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

## 18. CANCELLATION BY TENANT

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

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

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

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

#### 19. RIGHTS UPON TERMINATION

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

#### 20. TERMINATION BY COUNTY

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

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

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

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

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

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

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

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

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

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

## 21. ADMINISTRATIVE AND COMPLIANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

22. SPONSOR'S ASSURANCES

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

23. RIGHT OF FLIGHT

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

24. NOTICE AND PLACE FOR PAYMENT OF FEES

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

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

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

Grand County Clerks/Auditor  
125 East Center St

Moab, Utah 84532

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

25. COUNTY'S RIGHT TO INSPECT

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

26. HOLDING OVER

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

27. COMPLIANCE WITH LAWS

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

28. ASSIGNMENT AND SUBLETTING

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

#### 29. RENEWAL OPTION

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

#### 30. COSTS AND ATTORNEYS' FEES

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

#### 31. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

ATTEST:

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

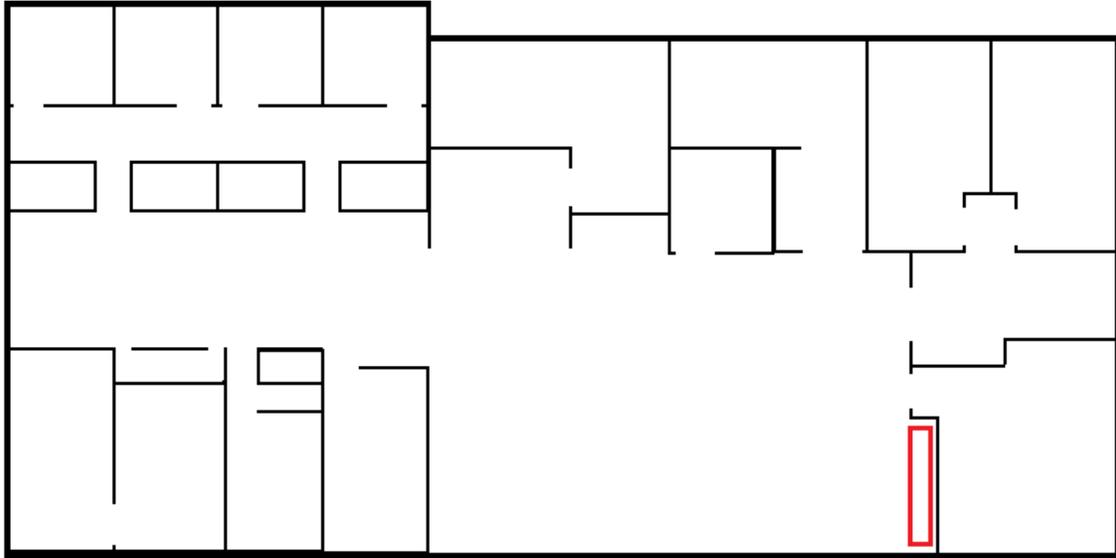
ATTEST:

\_\_\_\_\_  
Elizabeth Tubbs, (County Council Chair) Date

ATTEST:

\_\_\_\_\_  
Diana Carroll, (County Clerk Auditor) Date

**EXHIBIT "A" DESCRIPTION OF LEASE AREA**



**Exhibit "A" Terminal Lease:**

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**OCTOBER 18, 2016**

Agenda Item: N

|                       |   |
|-----------------------|---|
| <b>TITLE:</b>         | Approving proposed ground lease agreement between Grand County and Pinnacle Helicopters, LLC at Canyonlands Field Airport |
| <b>FISCAL IMPACT:</b> | \$690.00 Annual Ground Lease revenue  |
| <b>PRESENTER(S):</b>  | Judd Hill, Airport Manager  |

**Prepared By:**

Judd Hill  
Airport Manager

**FOR OFFICE USE ONLY:**

**Attorney Review:**

Boilerplate was  
previously approved

**RECOMMENDATION:**

I move to approve the proposed ground lease agreement between Grand County and Pinnacle Helicopters, LLC for the construction of a hangar at Canyonlands Field, and authorize the Chair to sign all associated documents.

**BACKGROUND:**

Pinnacle Helicopters is a locally-based company that has been operating out of Canyonlands Field for several years. In order to be more established within the community, they would like to build a 50' x 60' hangar on the airport for helicopter operations. The builder will be responsible for connecting with existing power, water, and sewage.

The development of this hangar will allow for their operations to continue, while also decreasing the use of current facilities.

The Airport Board reviewed this proposal at the October 3<sup>rd</sup> meeting and voted unanimously to recommend the development.

The newly adopted boiler-plate ground lease would be used for hangar.

**ATTACHMENT(S):**

- 1) Letter from Pinnacle Helicopters, LLC
- 2) Ground Lease Agreement
- 3) Location of Hangar (Exhibit A)



September 18, 2016

To: Judd Hill  
Airport Manager, Canyonlands Field

Ref: Ground Lease Request

Judd,

Pinnacle Helicopters would like to establish a ground lease for the purposes of constructing a building for business operations at Canyonlands Field.

An Airport Layout Plan is attached, with the desired location for the ground lease marked in red.

The proposed building size is 50 ft by 60 ft. The building will be used to store aircraft, manage business operations, accept customer entry to business and airport grounds, and take off and land in the general area.

The building location must allow entry into the building from the parking lot, for customer entrance. The building location must also allow for helicopter flight operations in and out of the general area.

The ground lease approval should also allow for water, sewage and electrical installation.

I look forward to working with you on this proposal.

Thank you,

A handwritten signature in black ink, appearing to read "Dacia Black", written over a horizontal line.

Dacia Black

## **Ground Lease Agreement at Canyonlands Field between Pinnacle Helicopters, LLC and Grand County**

This Ground Lease Agreement (this "**Lease**"), is made and entered into as of Month dd, yyyy, by and between **Grand County**, a municipality of the State of Utah herein after referred to as "**County**" and **Pinnacle Helicopters, LLC**, hereinafter referred to as "**Tenant**".

WITNESSETH. County hereby leases and lets to Tenant and Tenant hereby rents from County the premises (hereinafter referred to as "**Premises**") located on Canyonlands Field (hereinafter referred to as "Airport") consisting of (50ft' x 60ft') 3000 square feet, more or less, as more particularly described in Exhibit "A" attached hereto.

### 1. TERM.

The term of this lease shall be for a period of [30] years commencing on [November 1<sup>st</sup>, 2016] and shall expire at midnight on [October 31<sup>st</sup>, 2046]. Tenant shall have the option to renew the term of this lease one (1) time for five (5) additional years as per Article 30 of this Lease.

### 2. RENT.

(A) Tenant agrees to pay County during the term of this Lease an annual rent of **\$690.00**, payable in advance upon the execution of this Lease and on [January 1<sup>st</sup> of each year] or [the annual anniversary of the date first set forth above]. The annual rent payable under this Lease is subject to adjustment and shall be calculated by multiplying the square footage of the Premises times the Base Rate established by County from time-to-time. For purposes of this Lease, the "**Base Rate**" shall mean the rate established by County and published in the Airport fee schedule. The published Base Rate as of the date of this Lease is [\$0.23] per square foot per year. The annual rental installment for any fractional year shall be prorated for any partial year during the term of this Lease. Tenant shall have exclusive use of the Premises during the term of this Lease subject to the terms and conditions herein set forth. Installments of annual rent due pursuant to this Lease shall be remitted to: **County Clerk, 125 East Center, Moab, Utah 84532**.

(B) Without waiving any other right of action available to County, if Tenant fails to pay any installment of annual rent or any other fee due hereunder within thirty (30) days of the date the said rent or other fee is due, Tenant agrees to pay County a late charge equal to ten percent (10%) of the total said delinquent installment of rent or other fee. Any payments past due more than sixty (60) days shall also have interest added thereon at the rate of twenty percent (20%) per annum.

(C) Tenant acknowledges and agrees that the annual rent due pursuant to this Lease shall increase in accordance with increases in the Base Rate, as established by County from time-to-time (but not more frequently than annually), which increases are anticipated to be not less than the aggregate increase in the CPI Index. As used herein, the "CPI" shall mean the Consumer Price Index - all urban consumers, west region all items (1982-1984 = 100) issued by the Bureau of Labor Statistics. In no event shall annual rent decrease. In addition, in no case shall square footage cost be less than the initial Base Rate per square foot set forth above.

### 3. USES AND PRIVILEGES OF TENANT

(A) Tenant shall use the Premises solely for the construction, operation, repair and maintenance of a private aircraft hangar or other similar structure intended and used for:

- a. the storage of private aircraft and related tools and equipment, and/or
- b. the storage or aircraft for the operation of a licensed business, and/or

c. the operation of an aviation-related business.

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

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

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

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

#### 4. SIGNS

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

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

#### 5. IMPROVEMENTS

(A) Tenant shall have the right to construct a private aircraft hangar on the Premises as described in 'Exhibit A'. All construction plans and specifications for any future remodeling, including site work such as ramp access, shall conform in all respects to the architectural requirements of County ordinances, building codes and regulations of County and such other authority as may have jurisdiction over the Premises or Tenants operations thereon. Prior to any construction, Tenant shall have a geo-technical engineer prepare a soil report. Tenant shall submit the soil report to County for approval, together with plans, drawings, sketches designs and specifications for all construction activity on the Premises, including landscaping. Tenant shall ensure that all

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

- (B) Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations, as amended from time to time, in the event any future structure or building is planned for Premises, or in the event of any modification or alteration of any future building or structure situated on the Premises. If Tenant fails to complete the construction of the improvements within a reasonable period after having commenced construction (not to exceed [6] months from the date Tenant commences construction of such improvements), Tenant shall, at its sole cost and expense, if requested by County, cause such incomplete improvements to be removed from the Premises.
- (C) Prior to the construction of any improvements, and as a condition to obtaining County's approval of tenant's plans as set forth above, Tenant shall obtain and provide to County a security deposit, letter of credit, bond from a surety company acceptable to County, or other security acceptable to County (the "**Deposit**"). The Deposit shall be in an amount sufficient to cover the costs and expenses of removing the improvements from the Premises in the event Tenant fails to complete construction of the improvements and remove the same, and County will be entitled to apply the Deposit to such costs of removal. The Deposit shall not be released until construction of the improvements is complete.

#### 6. TITLE TO PREMISES; TENANT FINANCING

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

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

#### 7. TAXES AND LICENSES

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

#### 8. NET LEASE

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

#### 9. REPAIR AND MAINTENANCE

- (A) Tenant shall not permit rubbish, debris waste material or anything unsightly or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the Premises or to be disposed of improperly. Tenant agrees to maintain the hangar and any and all other structures upon the Premises, as well as the landscaping adjacent to the hangar or other structure in a way that will reflect positively on the overall appearance of the Airport. County shall not be required to repair or maintain the Premises in any way. Tenant expressly waives the right to make repairs at the expense of County provided for in any statute or law now in effect or hereafter enacted.
- (B) If Tenant fails to make any repairs or do any work required of it under the terms of this Lease within thirty (30) days after written notice of the need therefore has been given by County to Tenant, County may cause to be performed such work for the account and at the expense of Tenant. All sums so expended by County, together with twenty (20%) percent of cost for administration, shall be paid by Tenant to County on demand.

#### 10. ALTERATIONS AND ADDITIONS

Tenant may install, place and erect upon the Premises any equipment, fixtures or other personal property related to use of the Premises in only those areas described in Exhibit "A". Tenant may at any time and from time to time make such changes, alterations, and additions, structural or otherwise, to the Premises or such substitutions and replacements thereof as Tenant deems advisable; provided however, no such alterations, additions, installations, placement, erection or changes exceeding \$10,000.00 in cost shall be made without the prior written approval of County.

All such alterations, additions, installations, placement, erections or changes shall be subject to Article 5 herein. All other fixtures, equipment and personal property, whether or not affixed or attached to the Premises, shall be and remain the property of Tenant and Tenant may remove the same from the Premises at any time during the term of this Lease. Tenant shall, at its own expense, repair any and all damage done to the structure by such removal. Tenant shall be responsible for, at its own expense, repair and upkeep of such equipment, fixtures and other personal property.

#### 11. UTILITIES

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

#### 12. FIRE EXTINGUISHERS

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

#### 13. INDEMNIFICATION

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

#### 14. INSURANCE

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

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

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

#### 15. OBLIGATIONS OF COUNTY

- (A) Clear Title.

County covenants and agrees that at the granting and delivery of this Lease it is well seized of the Premises and has good title thereto and that County has full right and authority to lease the same. County agrees that Tenant, upon paying the annual rent and other fees due hereunder and performing the other covenants and obligations of this Lease to be performed by Tenant, shall peaceably and quietly have, hold and enjoy the Premises for the full term of the Lease and as the same may be extended as hereinafter provided.

- (B) Operation as Public Airport.

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

- (C) Approval of Plans.

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

- (D) Maintenance of Airport.

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

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

#### 16. COUNTY'S RESPONSIBILITY TO TENANT'S PROPERTY

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

#### 17. DAMAGE OR DESTRUCTION

If any portion of the structure on the Premises or the appurtenances thereto shall be damaged or destroyed by a fire or any other cause, and this Lease is not terminated as hereinafter provided, Tenant shall at its expense, remove the debris within sixty (60) days and restore the structure to a complete architectural unit within one (1) year. Should such damage or destruction (a) exceed \$10,000.00 or (b) result from a cause not covered under standard extended coverage insurance, Tenant may, not later than sixty (60) days after the date of such damage or destruction, elect to terminate this Lease by giving notice to County, such termination to be effective not later than one hundred and twenty (120) days after the date of such damage or destruction. Tenant shall have the option to repair such damage or destruction and if Tenant elects to repair such damage or destruction, Tenant shall pay the excess over the insurance proceeds to complete such repair in conformance with Article 5. In the event of such damage or destruction, Tenant shall be entitled to all property salvaged from the Premises prior to the expiration of this Lease and if terminated, Tenant shall not be required to restore any structures on the Premises, but upon request from County, Tenant shall raze and remove all structures on the Premises and safely cap all utilities on the Premises within thirty (30) days of request. If this Lease is not so terminated, it shall continue and Tenant shall not be entitled to any reduction of abatement of rent.

#### 18. RELOCATION OF PREMISES

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

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

#### 19. DEFAULT

If any one or more of the following events (herein called default) shall happen and be continuing, namely; (a) Tenant shall fail to pay annual rent or any other fee or other sum of money to County when the same is due and such failure continues for sixty (60) days after County has given Tenant written notice specifying the amount due; (b) Tenant shall file a voluntary petition in bankruptcy or a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Code or Tenant shall make an assignment for the benefit of creditors; (c) an involuntary petition in bankruptcy against Tenant or petition or answer made by a person other than Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Code is filed, or if a receiver is appointed having jurisdiction of the business property or assets of Tenant on the Premises and, in any such event, if Tenant shall not properly commence and expeditiously pursue action to dismiss any such involuntary petition or answer or to vacate such receivership, or, if after diligently exhausting Tenant's remedies, such petition shall not be dismissed or the receivership vacated within ninety (90) days; or (d) if Tenant shall abandon or vacate the Premises for a period of sixty (60) days; then, in any of such events, County shall have the immediate right to expel Tenant or any person, or persons occupying the Premises, with or without legal process, and in any such event, Tenant agrees to peaceably and quietly yield up and surrender the Premises to County.

#### 20. CANCELLATION BY TENANT

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

- (A) The permanent abandonment of the Airport for general aviation.
- (B) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict Tenant for a period of at least ninety (90) days from operating thereon.
- (C) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport.
- (D) The default by County in the performance of any covenant or agreement herein required to be performed by County and the failure of County to remedy such default for a period of thirty (30) days after receipt from Tenant of written notice to remedy the same. If the nature of the default is such that it cannot be cured within thirty (30) days, County shall be deemed to have cured such default if it, or its nominee, shall, within such thirty (30) day period, commence performance to cure default and thereafter diligently prosecute the same to completion.
- (E) Tenant may exercise such right of termination by written notice to County at any time after the lapse of the applicable periods of time and this Agreement shall terminate as of that date. Annual rent and other fees due hereunder shall be payable only to the date of said termination.

#### 21. RIGHTS UPON TERMINATION

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

## 22. NON-DISCRIMINATION

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

- (A) The Tenant for himself, his personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the construction of any improvements on, over or under the Premises.
- (B) Tenant shall use the Premises in compliance with all other requirements imposed by, or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non Discrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and such provisions of said regulations as may in the future be amended.
- (C) That in the event of failure to correct any breach of any of the non-Discrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, County shall have the right to terminate this Lease and to re-enter and repossess said land and the facilities thereon and hold the same as if said Lease had never been made or issued.

## 23. SPONSOR'S ASSURANCES

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

## 24. RIGHT OF FLIGHT

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

## 25. NOTICE AND PLACE FOR PAYMENT OF FEES

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

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

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

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

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

#### 26. BOARDS RIGHT TO INSPECT

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

#### 27. HOLDING OVER

In the event Tenant shall hold over and remain in possession of the Premises after the expiration of the Lease, without any written renewal thereof, such holding over shall not operate as a renewal or extension of this Lease but shall only create a tenancy from month to month, which may be terminated at any time by County. Rent due during such period of holdover shall be 150% of the annual rent due for the year prior to the termination of this Lease.

#### 28. COMPLIANCE WITH LAWS

Tenant agrees to abide by and conform to all of the Airport regulations, County policies, County ordinances, and actions by the Grand County Council, County and State and Federal Laws and regulations pertaining to operations and activities of Tenant at or upon the Airport, whether now in effect or hereinafter enacted. County agrees that such rules, regulations, ordinances and actions will not treat Tenant less favorably than those similarly situated as Tenant at the Airport. Tenant agrees that if it fails to correct violations of any such Airport rules and regulations, County policies, County Ordinances, actions by the County Council, State or Federal laws pertaining to Airport fire, health and safety within a reasonable time after actual notice of violation thereof from County, County may, in addition to any other remedies provided by law, statute or in equity, after reasonable time and notice, cause such violations to be cured for the account and at the expense

of Tenant, and all sums so expended by County together with twenty (20%) percent for cost of administration shall be paid by Tenant on demand or cause this Lease to be cancelled.

#### 29. ASSIGNMENT AND SUBLETTING

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

#### 30. RENEWAL OPTION

Tenant has option to renew this Lease one (1) time on the same terms and conditions for a period of five (5) additional years by giving notice in writing to County no less than thirty (30) days prior to the expiration of the Lease term.

#### 31. COSTS AND ATTORNEYS' FEES

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

#### 32. MISCELLANEOUS PROVISIONS

- (A) The various rights and remedies herein contained and reserved to each of the parties, shall not be considered as exclusive of any other right or remedy of such party but shall be construed as cumulative and shall be in addition to every other remedy now or hereinafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall be construed as a waiver of any default or nonperformance or as acquiescence therein.
- (B) Nothing herein contained nor any acts of the parties hereto shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that the relationship between the parties hereto is that of landlord and tenant.
- (C) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, as amended.
- (D) The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles and sections. When required by the context, the singular shall include the plural and the neuter gender shall include the feminine and masculine genders and shall include a corporation, firm or association.
- (E) All negotiations and oral agreements acceptable to both parties have been incorporated herein. This Lease may not be amended or modified by any act or conduct of any of the parties or by any oral agreement which is not reduced to writing.
- (F) This Lease has been made in and shall be construed in with the laws of the State of Utah.

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

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

ATTEST:

\_\_\_\_\_  
Ben Black, (Pinnacle Helicopters, owner) Date

ATTEST:

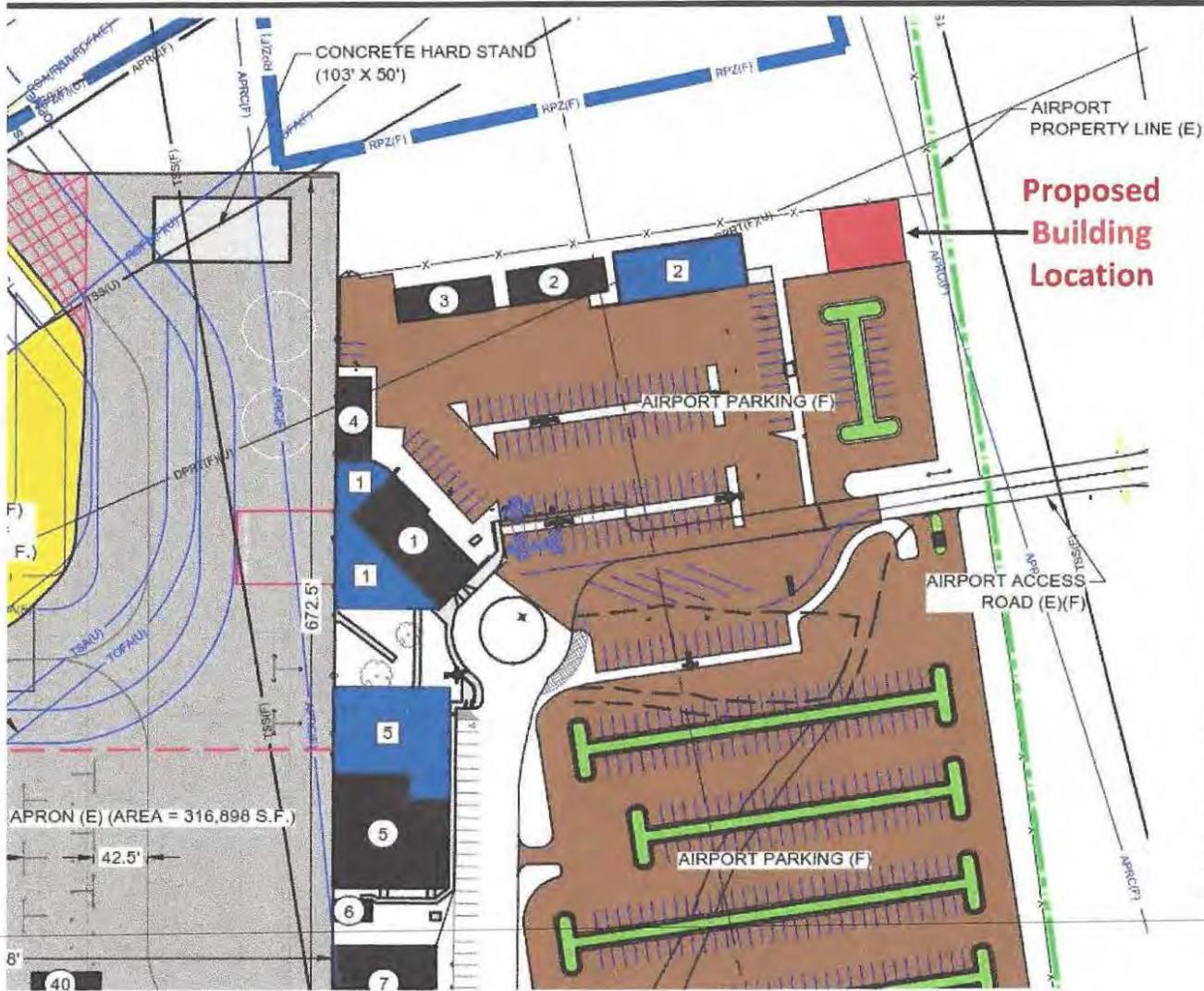
\_\_\_\_\_  
Elizabeth Tubbs, Grand County Council Chair Date

ATTEST:

\_\_\_\_\_  
Diana Carroll, County Clerk Date

**Attached: Exhibit "A" Description of Lease Area**

4846-9703-5567, v. 2



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100 0 100 200  
 SCALE IN FEET

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**OCTOBER 18, 2016**

Agenda Item: O

|                       |  |
|-----------------------|--|
| <b>TITLE:</b>         | Approving seven individual proposed ground lease agreements between Grand County and William Hawley for a nested T-hangar development at Canyonlands Field Airport |
| <b>FISCAL IMPACT:</b> | \$1,932 Total Annual Ground Lease  |
| <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 approve the proposed seven individual proposed ground lease agreements between Grand County and William Hawley for a nested T-hangar development at Canyonlands Field and authorize the Chair to sign all associated documents.

**BACKGROUND:**

One of the most common types of hangars developed on airports throughout the country are nested T hangars. These consist of multiple separate hangars under one roof.

William Hawley (an Airport Board member) has proposed to develop a T-hangar consisting of 7 individual hangars, each with their own lease. The entire structure will be 168' x 50'. Five of the hangars will be 1038 sq ft, and the two hangars on the end will be 1605 sq ft.

These will be located south of existing hangars, on undeveloped land. The location can work with our existing master plan.

The Airport Board reviewed this proposal at the October 3<sup>rd</sup> meeting and voted unanimously to recommend the development; Mr. Hawley abstained from the vote.

The newly adopted boiler-plate ground lease would be used for each of the 7 different units.

**ATTACHMENT(S):**

- 1) Letter from Mr. Hawley
- 2) Example Ground Lease
- 3) Location of Building (Exhibit A of lease agreement)
- 4) Layout of a 7 unit T-hangar & breakdown of rates of each least (with higher amounts for hangars 5 & 7)

## Plane Lucky Hangars

Developer: Bill Hawley

Project Description: The developer will build 7 Nested T-Hangars at Canyonlands Field (see attached proposed floor plan). The hangars would be built using standard metal building techniques with sliding doors and be installed on a concrete pad. The building outside dimensions will be 50 feet x 168 feet. Lights and power will be supplied to each of the hangars. The project will follow the county building processes and conform to code. Colors on the hangar will meet the current airport requirements.

The hangars will be located on currently undeveloped ground at the southwest end of the existing ramp (see aerial view). The building will be placed so that is in line with existing taxiways and airport master plan.

Compacted gravel taxiways will be supplied by the developer in front of the hangars. They will be connected to the existing ramp. The gravel taxiways will be maintained by the developer until expansion of the ramp. In the future, the airport would replace the gravel taxiways to match the ramp expansion materials. The airport would be responsible for snow plowing of the gravel taxiways.

The hangars are intended to be leased for aircraft use only according to applicable FAA rules. The developer would obtain 7 leases on the ground from the county. Subleases will be signed with each of the leasers.

Promoting General Aviation,

Bill Hawley

## **Ground Lease Agreement at Canyonlands Field between [William Hawley] and Grand County**

This Ground Lease Agreement (this "**Lease**"), is made and entered into as of October 18<sup>th</sup>, 2016 by and between **Grand County**, a municipality of the State of Utah herein after referred to as "**County**" and **[William Hawley]**, hereinafter referred to as "**Tenant**".

WITNESSETH. County hereby leases and lets to Tenant and Tenant hereby rents from County the premises (hereinafter referred to as "**Premises**") located on Canyonlands Field (hereinafter referred to as "Airport") consisting of (32.5ft x 42ft 'T-shape') 1038 total square feet, more or less, as more particularly described in Exhibit "A" attached hereto. This lease is to apply to **Unit #1** in the nested T-hangar building.

### 1. TERM.

The term of this lease shall be for a period of [30] years commencing on [November 1<sup>st</sup>, 2016] and shall expire at midnight on [October 31<sup>st</sup>, 2046]. Tenant shall have the option to renew the term of this lease one (1) time for five (5) additional years as per Article 30 of this Lease.

### 2. RENT.

(A) Tenant agrees to pay County during the term of this Lease an annual rent of **\$238.74**, payable in advance upon the execution of this Lease and on [January 1<sup>st</sup> of each year] or [the annual anniversary of the date first set forth above]. The annual rent payable under this Lease is subject to adjustment and shall be calculated by multiplying the square footage of the Premises times the Base Rate established by County from time-to-time. For purposes of this Lease, the "**Base Rate**" shall mean the rate established by County and published in the Airport fee schedule. The published Base Rate as of the date of this Lease is [\$0.23] per square foot per year. The annual rental installment for any fractional year shall be prorated for any partial year during the term of this Lease. Tenant shall have exclusive use of the Premises during the term of this Lease subject to the terms and conditions herein set forth. Installments of annual rent due pursuant to this Lease shall be remitted to: **County Clerk, 125 East Center, Moab, Utah 84532**.

(B) Without waiving any other right of action available to County, if Tenant fails to pay any installment of annual rent or any other fee due hereunder within thirty (30) days of the date the said rent or other fee is due, Tenant agrees to pay County a late charge equal to ten percent (10%) of the total said delinquent installment of rent or other fee. Any payments past due more than sixty (60) days shall also have interest added thereon at the rate of twenty percent (20%) per annum.

(C) Tenant acknowledges and agrees that the annual rent due pursuant to this Lease shall increase in accordance with increases in the Base Rate, as established by County from time-to-time (but not more frequently than annually), which increases are anticipated to be not less than the aggregate increase in the CPI Index. As used herein, the "CPI" shall mean the Consumer Price Index - all urban consumers, west region all items (1982-1984 = 100) issued by the Bureau of Labor Statistics. In no event shall annual rent decrease. In addition, in no case shall square footage cost be less than the initial Base Rate per square foot set forth above.

### 3. USES AND PRIVILEGES OF TENANT

(A) Tenant shall use the Premises solely for the construction, operation, repair and maintenance of a private aircraft hangar or other similar structure intended and used for:

- a. the storage of private aircraft and related tools and equipment, and/or

- b. the storage or aircraft for the operation of a licensed business, and/or
- c. the operation of an aviation-related business.

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

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

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

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

#### 4. SIGNS

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

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

#### 5. IMPROVEMENTS

(A) Tenant shall have the right to construct a private aircraft hangar on the Premises as described in 'Exhibit A'. All construction plans and specifications for any future remodeling, including site work such as ramp access, shall conform in all respects to the architectural requirements of County ordinances, building codes and regulations of County and such other authority as may have jurisdiction over the Premises or Tenants operations thereon. Prior to any construction, Tenant shall have a geo-technical engineer prepare a soil report. Tenant shall submit the soil report to County for approval, together with plans, drawings, sketches designs and specifications for all construction

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

- (B) Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations, as amended from time to time, in the event any future structure or building is planned for Premises, or in the event of any modification or alteration of any future building or structure situated on the Premises. If Tenant fails to complete the construction of the improvements within a reasonable period after having commenced construction (not to exceed [6] months from the date Tenant commences construction of such improvements), Tenant shall, at its sole cost and expense, if requested by County, cause such incomplete improvements to be removed from the Premises.
- (C) Prior to the construction of any improvements, and as a condition to obtaining County's approval of tenant's plans as set forth above, Tenant shall obtain and provide to County a security deposit, letter of credit, bond from a surety company acceptable to County, or other security acceptable to County (the "**Deposit**"). The Deposit shall be in an amount sufficient to cover the costs and expenses of removing the improvements from the Premises in the event Tenant fails to complete construction of the improvements and remove the same, and County will be entitled to apply the Deposit to such costs of removal. The Deposit shall not be released until construction of the improvements is complete.

## 6. TITLE TO PREMISES; TENANT FINANCING

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

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

#### 7. TAXES AND LICENSES

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

#### 8. NET LEASE

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

#### 9. REPAIR AND MAINTENANCE

- (A) Tenant shall not permit rubbish, debris waste material or anything unsightly or detrimental to health, or likely to create a fire hazard, or conducive to deterioration, to remain on any part of the Premises or to be disposed of improperly. Tenant agrees to maintain the hangar and any and all other structures upon the Premises, as well as the landscaping adjacent to the hangar or other structure in a way that will reflect positively on the overall appearance of the Airport. County shall not be required to repair or maintain the Premises in any way. Tenant expressly waives the right to make repairs at the expense of County provided for in any statute or law now in effect or hereafter enacted.
- (B) If Tenant fails to make any repairs or do any work required of it under the terms of this Lease within thirty (30) days after written notice of the need therefore has been given by County to Tenant, County may cause to be performed such work for the account and at the expense of Tenant. All sums so expended by County, together with twenty (20%) percent of cost for administration, shall be paid by Tenant to County on demand.

#### 10. ALTERATIONS AND ADDITIONS

Tenant may install, place and erect upon the Premises any equipment, fixtures or other personal property related to use of the Premises in only those areas described in Exhibit "A". Tenant may at any time and from time to time make such changes, alterations, and additions, structural or otherwise, to the Premises or such substitutions and replacements thereof as Tenant deems advisable; provided however, no such alterations, additions, installations, placement, erection or

changes exceeding \$10,000.00 in cost shall be made without the prior written approval of County. All such alterations, additions, installations, placement, erections or changes shall be subject to Article 5 herein. All other fixtures, equipment and personal property, whether or not affixed or attached to the Premises, shall be and remain the property of Tenant and Tenant may remove the same from the Premises at any time during the term of this Lease. Tenant shall, at its own expense, repair any and all damage done to the structure by such removal. Tenant shall be responsible for, at its own expense, repair and upkeep of such equipment, fixtures and other personal property.

#### 11. UTILITIES

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

#### 12. FIRE EXTINGUISHERS

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

#### 13. INDEMNIFICATION

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

#### 14. INSURANCE

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

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

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

#### 15. OBLIGATIONS OF COUNTY

- (A) Clear Title.

County covenants and agrees that at the granting and delivery of this Lease it is well seized of the Premises and has good title thereto and that County has full right and authority to lease the same. County agrees that Tenant, upon paying the annual rent and other fees due hereunder and performing the other covenants and obligations of this Lease to be performed by Tenant, shall peaceably and quietly have, hold and enjoy the Premises for the full term of the Lease and as the same may be extended as hereinafter provided.

- (B) Operation as Public Airport.

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

- (C) Approval of Plans.

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

- (D) Maintenance of Airport.

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

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

#### 16. COUNTY'S RESPONSIBILITY TO TENANT'S PROPERTY

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

#### 17. DAMAGE OR DESTRUCTION

If any portion of the structure on the Premises or the appurtenances thereto shall be damaged or destroyed by a fire or any other cause, and this Lease is not terminated as hereinafter provided, Tenant shall at its expense, remove the debris within sixty (60) days and restore the structure to a complete architectural unit within one (1) year. Should such damage or destruction (a) exceed \$10,000.00 or (b) result from a cause not covered under standard extended coverage insurance, Tenant may, not later than sixty (60) days after the date of such damage or destruction, elect to terminate this Lease by giving notice to County, such termination to be effective not later than one hundred and twenty (120) days after the date of such damage or destruction. Tenant shall have the option to repair such damage or destruction and if Tenant elects to repair such damage or destruction, Tenant shall pay the excess over the insurance proceeds to complete such repair in conformance with Article 5. In the event of such damage or destruction, Tenant shall be entitled to all property salvaged from the Premises prior to the expiration of this Lease and if terminated, Tenant shall not be required to restore any structures on the Premises, but upon request from County, Tenant shall raze and remove all structures on the Premises and safely cap all utilities on the Premises within thirty (30) days of request. If this Lease is not so terminated, it shall continue and Tenant shall not be entitled to any reduction of abatement of rent.

#### 18. RELOCATION OF PREMISES

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

shall be at no cost to Tenant, (c) no such alterations shall deprive Tenant of any portion of the Premises or any rights of use thereof as granted by this Lease. Upon such alterations, County agrees to furnish Tenant with a new plot plan and legal description and the rent under this Lease shall be reduced to the extent Tenant is deprived of the use or benefit of any portion of the Premises or of any rights under this Lease.

#### 19. DEFAULT

If any one or more of the following events (herein called default) shall happen and be continuing, namely; (a) Tenant shall fail to pay annual rent or any other fee or other sum of money to County when the same is due and such failure continues for sixty (60) days after County has given Tenant written notice specifying the amount due; (b) Tenant shall file a voluntary petition in bankruptcy or a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Code or Tenant shall make an assignment for the benefit of creditors; (c) an involuntary petition in bankruptcy against Tenant or petition or answer made by a person other than Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Code is filed, or if a receiver is appointed having jurisdiction of the business property or assets of Tenant on the Premises and, in any such event, if Tenant shall not properly commence and expeditiously pursue action to dismiss any such involuntary petition or answer or to vacate such receivership, or, if after diligently exhausting Tenant's remedies, such petition shall not be dismissed or the receivership vacated within ninety (90) days; or (d) if Tenant shall abandon or vacate the Premises for a period of sixty (60) days; then, in any of such events, County shall have the immediate right to expel Tenant or any person, or persons occupying the Premises, with or without legal process, and in any such event, Tenant agrees to peaceably and quietly yield up and surrender the Premises to County.

#### 20. CANCELLATION BY TENANT

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

- (A) The permanent abandonment of the Airport for general aviation.
- (B) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict Tenant for a period of at least ninety (90) days from operating thereon.
- (C) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport.
- (D) The default by County in the performance of any covenant or agreement herein required to be performed by County and the failure of County to remedy such default for a period of thirty (30) days after receipt from Tenant of written notice to remedy the same. If the nature of the default is such that it cannot be cured within thirty (30) days, County shall be deemed to have cured such default if it, or its nominee, shall, within such thirty (30) day period, commence performance to cure default and thereafter diligently prosecute the same to completion.
- (E) Tenant may exercise such right of termination by written notice to County at any time after the lapse of the applicable periods of time and this Agreement shall terminate as of that date. Annual rent and other fees due hereunder shall be payable only to the date of said termination.

## 21. RIGHTS UPON TERMINATION

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

## 22. NON-DISCRIMINATION

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

- (A) The Tenant for himself, his personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the construction of any improvements on, over or under the Premises.
- (B) Tenant shall use the Premises in compliance with all other requirements imposed by, or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non Discrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and such provisions of said regulations as may in the future be amended.
- (C) That in the event of failure to correct any breach of any of the non-Discrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, County shall have the right to terminate this Lease and to re-enter and repossess said land and the facilities thereon and hold the same as if said Lease had never been made or issued.

## 23. SPONSOR'S ASSURANCES

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

## 24. RIGHT OF FLIGHT

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

25. NOTICE AND PLACE FOR PAYMENT OF FEES

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

Address: William or Whitney Hawley  
445 W Hale Ave  
Moab UT 84532  
Phone: 801-230-6893  
E-mail: whawleyx2@gmail.com

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

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

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

26. BOARDS RIGHT TO INSPECT

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

27. HOLDING OVER

In the event Tenant shall hold over and remain in possession of the Premises after the expiration of the Lease, without any written renewal thereof, such holding over shall not operate as a renewal or extension of this Lease but shall only create a tenancy from month to month, which may be terminated at any time by County. Rent due during such period of holdover shall be 150% of the annual rent due for the year prior to the termination of this Lease.

28. COMPLIANCE WITH LAWS

Tenant agrees to abide by and conform to all of the Airport regulations, County policies, County ordinances, and actions by the Grand County Council, County and State and Federal Laws and regulations pertaining to operations and activities of Tenant at or upon the Airport, whether now in effect or hereinafter enacted. County agrees that such rules, regulations, ordinances and actions will not treat Tenant less favorably than those similarly situated as Tenant at the Airport. Tenant agrees that if it fails to correct violations of any such Airport rules and regulations, County policies, County Ordinances, actions by the County Council, State or Federal laws pertaining to Airport fire, health and safety within a reasonable time after actual notice of violation thereof from County, County may, in addition to any other remedies provided by law, statute or in equity, after reasonable time and notice, cause such violations to be cured for the account and at the expense

of Tenant, and all sums so expended by County together with twenty (20%) percent for cost of administration shall be paid by Tenant on demand or cause this Lease to be cancelled.

#### 29. ASSIGNMENT AND SUBLETTING

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

#### 30. RENEWAL OPTION

Tenant has option to renew this Lease one (1) time on the same terms and conditions for a period of five (5) additional years by giving notice in writing to County no less than thirty (30) days prior to the expiration of the Lease term.

#### 31. COSTS AND ATTORNEYS' FEES

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

#### 32. MISCELLANEOUS PROVISIONS

- (A) The various rights and remedies herein contained and reserved to each of the parties, shall not be considered as exclusive of any other right or remedy of such party but shall be construed as cumulative and shall be in addition to every other remedy now or hereinafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall be construed as a waiver of any default or nonperformance or as acquiescence therein.
- (B) Nothing herein contained nor any acts of the parties hereto shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that the relationship between the parties hereto is that of landlord and tenant.
- (C) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958, as amended.
- (D) The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles and sections. When required by the context, the singular shall include the plural and the neuter gender shall include the feminine and masculine genders and shall include a corporation, firm or association.
- (E) All negotiations and oral agreements acceptable to both parties have been incorporated herein. This Lease may not be amended or modified by any act or conduct of any of the parties or by any oral agreement which is not reduced to writing.
- (F) This Lease has been made in and shall be construed in with the laws of the State of Utah.

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

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

ATTEST:

\_\_\_\_\_  
William Hawley, (owner) Date

ATTEST:

\_\_\_\_\_  
Elizabeth Tubbs, Grand County Council Chair Date

ATTEST:

\_\_\_\_\_  
Diana Carroll, County Clerk Date

**Attached: Exhibit "A" Description of Lease Area**

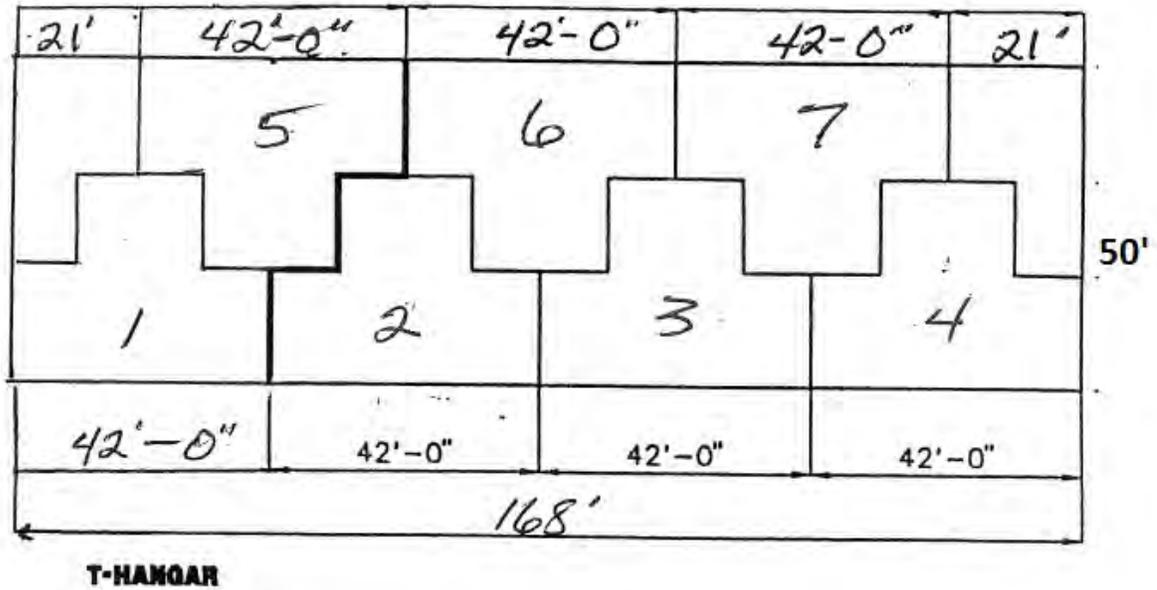
Location of Nested T-Hangars



Appendix A

2016 – Grand County – Canyonlands Field 'Plane Lucky' Hangars

Layout of 7 Nested T-Hangars



Betty Kay  
435-723-7396  
Brigham City

Cost Breakdown of 7 Hangars:

Hangar # – Square Feet – Annual Cost on Lease

#1 – 1038 – \$238.74

#2 – 1038 – \$238.74

#3 – 1038 – \$238.74

#4 – 1038 – \$238.74

**#5 – 1605 – \$369.15**

#6 – 1038 – \$238.74

**#7 – 1605 – \$369.15**

Location of Nested T-Hangars

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**OCTOBER 18, 2016**

Agenda Item: P

|                       |   |
|-----------------------|---|
| <b>TITLE:</b>         | Public Hearing to solicit public input on proposed amendments to the Council on Aging Ordinance No. 478 |
| <b>FISCAL IMPACT:</b> |   |
| <b>PRESENTER(S):</b>  | Verleen Striblen, Grand Center, Program Director  |

**Prepared By:**

Verleen Striblen  
435-259-6623  
with  
Ruth Dillon  
Council Administrator  
435-259-1347  
rdillon@grandcountyutah.  
net

**FOR OFFICE USE ONLY:**

**Attorney Review:**

Complete for  
Ordinance and  
Bylaws

**RECOMMENDATION:**

I move to adopt the proposed amendments to the Council on Aging Ordinance as presented, and authorize the Chair to sign all associated documents.

**BACKGROUND:**

In June 2015 meeting, the Council on Aging approved a motion to change the monthly meetings to every other month. To effect such a change, the current Bylaws and Ordinance 478 (attached) must be amended because both stipulate the *monthly* meeting day for this Board. Amending an ordinance requires a public hearing and legal review.

After reviewing the ordinance and looking at other County Board ordinances it was decided to update and change to a similar format as other Boards while allowing for more flexibility in changing meeting schedules without a requirement for a public hearing.

The proposed ordinance (attached) states:

“The Board shall hold regular meetings the date and time of which will be advertised at the beginning of each year in a publication of general circulation with the County.”

The proposed Bylaws (attached for reference for near-future adoption) state:

“The regular meeting of the Grand County Council on Aging shall typically be held at the Grand Center, 182 North 500 West, Moab, Utah. At the end of each year, the Board shall specify regular meeting dates and times.”

The Council Office handles newspaper advertising each January of the annual meeting schedule table for all County Boards, Commissions, and Committees, at which time the Council on Aging meeting change will be published.

**ATTACHMENT(S):**

1. Proposed Ordinance
2. Ordinance No. 478 (December 2008)
3. Proposed Bylaws (for near-future adoption)
4. Bylaws (November 2009)

**ORDINANCE No. \_\_\_\_\_**

AN ORDINANCE AMENDING ORDINANCE NO. 478 WHICH AMENDED ORDINANCE NOS. 355 and NO. 176 THAT ESTABLISHED AND CREATED THE GRAND COUNTY COUNCIL ON AGING BOARD, DEFINING THE CONSTITUENT MEMBERSHIP, TERMS OF THEIR OFFICE, PURPOSES THEREOF, AND PROVIDING FOR THE DUTIES AND RESPONSIBILITIES OF SAID COUNCIL ON AGING

**The Legislative Body of Grand County ordains as follows:**

**Establishment and Purpose.**

Section 1. Due to the great interest in Grand County in improving, developing, coordinating and strengthening all programs concerned with a rapidly increasing aged and aging population and to more fully utilize the potential of our older citizens, their skills, their wisdom and their experience, the Grand County Council created a Grand County Council on Aging, hereafter referred to as the Council on Aging or Board.

The purpose of the Council on Aging has been and shall continue to be to advise the Grand County Council on all matters related to the needs of the County's aged population. The members shall in all cases act as a council, and they may adopt such rules and regulations for the conduct of their meetings and the management of the Council as they may deem proper, not inconsistent with the bylaws, Grand County ordinances, and the laws of the State of Utah.

**Board Organization.**

Section 1. The Board shall consist of five voting members and have the following composition.

- Agencies associated with services to older people such as Family Services, Health, Education, Community Action, Community Services Council, Churches, Extension Service, etc.
- At least one half of the membership must be 60 years of age or older.
- Ex-officio members without vote shall be: The Senior Center Director, and liaison members representing government agencies.

**Board Responsibilities.**

Section 1. The Board shall be responsible, under the general direction of the County Council to:

- Provide a forum where aging residents of Grand County geographical area may meet to discuss current and future needs of the aging population;
- Provide input to the policies and planned budget for the Senior Center activities;
- Provide referral service to appropriate agencies to serve the needs of the aging population;
- Provide assistance to the staff of the Senior Center in planning recreational and other meaningful activities for the elderly residents of Grand County and surrounding areas; assist in the design of programs to further the well being of the County's aging population;
- Develop a marketing and community awareness program to inform residents of Grand County about Senior Center activities to ensure all are included and have the opportunity to participate;
- Advise the Grand County Council on issues that require further resource avocation from state, local and national levels;
- Cooperate with the Utah Division of Aging and also both public and private companion agencies on the state and national levels to more effectively meet the needs of and provide opportunities for older persons.

### **Responsibilities Beyond Board's Purview.**

Section 1. The Board shall not have supervisory responsibility and shall not hire, fire, or discipline Grand County employees or interpret or administer Grand County employment policies and procedures.

Section 2. Decisions regarding appropriation of funds reside with the County Council, and the expenditures of funds reside with the County employee or supervisor who administers the budget.

### **Officers of the Board.**

Officers elected by the Board shall be elected at the first meeting of every year and serve a term of office of two years or until a successor is elected from the Board. The officers shall consist of the following positions with their associated duties:

Section 1. Chairperson: The Board shall elect from its members a Chairperson who shall be the presiding officer of the Board. The Chairperson shall be responsible to call meetings, set the agenda, and conduct the meetings.

Section 2. Vice Chairperson: The Board shall elect from its members a Vice Chairperson who shall fulfill the responsibilities in the absence of the Chairperson.

Section 3. Secretary: The Board shall elect a Secretary to keep all minutes of the meetings, see that all notices are duly given, be custodian of Board records including a log of member term expirations.

### **Meeting and Business Activities.**

Section 1. Three of the members of the Board shall constitute a quorum for the transaction of business.

Section 2. The Board shall hold regular meetings the date and time of which will be advertised at the beginning of each year in a publication of general circulation within the County. Meetings shall be in compliance with the Open and Public Meetings Act, Utah Code Ann. § 52-4-101 *et seq.*

Section 3. The Board shall use *Robert's Rules of Order* in conducting business at its meetings.

### **Board Member Appointments.**

Section 1. The appointment process for Board Members shall be according to the prescribed process approved by Ordinance or Resolution by the Grand County Council. The appointment of members shall be for a term of four years.

### **Vacancies.**

Section 1. Vacancies occurring by reason of death, resignation or other cause shall be filled to the date of expiration of the unexpired term by appointment of another person by the County Council.

### **Removal of Members.**

Section 1. Any member of the Board may be removed by the Grand County Council for cause, which is any behavior that undermines the effectiveness of the Board. When feasible the Board shall write a letter to the Board Member whom they are considering recommending removal, stating that the Board Member's behavior is undermining the Board or Board Member to be effective in their appointment. The letter shall give the Board Member an opportunity to correct the behavior when feasible.

Section 2. The Grand County Council shall consider a recommendation for removing a Board Member if two-thirds of the Board approves such a motion. Any motion from the Board recommending removal should contain findings of facts that support the recommendation.

**Adoption of Bylaws.**

Section 1. The Board shall adopt and amend Bylaws for the conduct of their meetings and the management of the Board as they deem proper but not inconsistent with Grand County Ordinances and the laws of the State of Utah. Proposed Bylaws shall be adopted in accordance with Grand County Ordinance No. 472 (Chapter 2.18 of the codified Grand County Ordinances).

**Compensation and Reimbursement.**

Section 1. No compensation shall be paid to Board Members for their services. Expenses may be reimbursed to Board Members when all the following criteria have been met:

- Authorized travel expenses for attendance of out of town Board business;
- If the Grand County Council has appropriated funds for said expense;
- Expenses incurred during the course of performing services for the Board, approved by the Board; and
- The Board Member submits the necessary paperwork required by the County for reimbursement.

This ordinance was duly approved and adopted by the Grand County Council of Grand County, Utah on the \_\_\_\_\_ day of \_\_\_\_\_ 2016

AYE: \_\_\_\_\_  
\_\_\_\_\_

NAY: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_

ATTEST:

GRAND COUNTY COUNCIL

\_\_\_\_\_  
Diana Carroll, Clerk/Auditor

\_\_\_\_\_  
Elizabeth Tubbs, Chair

ORDINANCE NO. 478

AN ORDINANCE AMENDING ORDINANCE NO. 355 ESTABLISHING AND CREATING A GRAND COUNTY COUNCIL ON AGING, DEFINING THE CONSTITUENT MEMBERSHIP, TERMS OF THEIR OFFICE, PURPOSES THEREOF, AND PROVIDING FOR THE DUTIES AND RESPONSIBILITIES OF SAID COUNCIL ON AGING.

The County Legislative Body of Grand County ordains as follows:

SECTION I. ESTABLISHMENT AND PURPOSES.

Due to the great interest in Grand County in improving, developing, coordinating and strengthening all programs concerned with a rapidly increasing aged and aging population and to more fully utilize the potential of our older citizens, their skills, their wisdom and their experience, the Grand County Council hereby creates a Grand County Council on Aging, hereafter referred to as the Council on Aging.

The purpose of the Grand County Council on Aging (Council) shall be to advise the Grand County Council (County Council) on all matters related to the needs of the County's aged population. The members shall in all cases act as a council, and they may adopt such rules and regulations for the conduct of their meetings and the management of the Council as they may deem proper, not inconsistent with the bylaws, Grand County ordinances, and the laws of the State of Utah.

SECTION II: DUTIES AND RESPONSIBILITIES OF THE COUNCIL ON AGING.

1. Provide a forum where elderly residents of the Grand County geographical area may meet to discuss current and future needs of the aging population;
2. Provide input to the policies and planned budget for the Senior Center facility activities, staff work programs, and facility operation;
3. Provide referral service to appropriate agencies to serve the needs of senior citizens;
4. Provide assistance to the staff of the Senior Center in planning recreational and other meaningful activities for the elderly residents of Grand County and surrounding areas; assist in the design of programs to further the well being of the County's elderly population;
5. Develop a marketing and community awareness program to inform residents of Grand County about Senior Center activities to ensure all are included and have the opportunity to participate;
6. Advise the Grand County Council on issues that require further resource advocacy from state, local and national levels; and,
7. To cooperate with the Utah Division of Aging and also both public and private companion agencies on the state and national levels to more effectively meet the needs of and provide opportunities for older persons.

SECTION III. ORGANIZATION

The Council on Aging shall consist of five regular voting members representing different groups or agencies (public or private) associated with services to older people such as Family Services (Welfare), Health, Education, Community Action, Community Services Council, Churches, Extension Service, etc., with at least one-half (1/2) of the membership over sixty (60) years of age. Ex-officio members without vote shall be: the Senior Center Director, and liaison members representing government agencies and local businesses.

1. Voting members shall be appointed by the County Council, by resolution (or minute entry), who may follow the recommendations of the Council on Aging. Appointments shall be made to be effective January 1<sup>st</sup>. The appointment of members shall be for a term of four years. Vacant appointments will be made for the balance of the term for which the appointment was originally made.
2. Officers elected by the Council on Aging shall be elected every year and serve no more than two (2) consecutive years. The officers shall consist of the following:
  - (a.) Chairperson
  - (b.) Vice Chairperson
  - (c.) Secretary
3. Members of the Council on Aging shall meet on the 2nd Monday of each month at the Senior Citizen Center at 12:30 p.m. o'clock or at special sessions as called by the Chairperson. No compensation shall be paid to members, as such, for their services; however, all members of the Council may be authorized travel expenses for attendance to out of town Council business. Expenses incurred during the course of performing services for the Council or Council business may be compensated when approved by the Council. Travel expense shall be covered with submission of a travel voucher to the Senior Center Director.
4. Any member of the Council on Aging may be removed by the Council for cause. Failure to attend two (2) unexcused consecutive meetings of the Council by any Member shall be the cause for written notification to the member that his/her position will be vacated should the person fail to attend the next Council meeting.

SECTION IV. BUDGET

A budget shall be established annually by the Grand County Council. Monies collected and expended shall be accounted for annually by the Senior Center Director and shall be audited by the County Auditor before approval of the succeeding year's budget.

This ordinance was duly approved and adopted by the Grand County Council of Grand County, Utah on the 16th day of December, 2008.

A YE: Ciarus, McNeely, Graham, Langianese, Lewis, Greenberg, Holyoak

NAY: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ATTEST:

Diana Carroll  
Diana Carroll, Clerk/Auditor

GRAND COUNTY COUNCIL

Gene L. Ciarus  
Gene L. Ciarus, Chair

BYLAWS OF  
THE GRAND COUNTY COUNCIL ON AGING

**Article 1. Name and authorization**

This organization shall be called the Grand County Council on Aging (hereafter referred to as “Board” or “Council on Aging”). The Board is authorized by Grand County Ordinance No. \_\_\_\_\_ (November 2016) which amended Ordinance No. 478 (December 2008), No. 355 (May 2002) and No. 176 (1970’s). The Board exercises authority and assumes responsibilities delegated to it under the current ordinance.

**Article 2. Meetings**

Section 1. The regular meeting of the Grand County Council on Aging shall typically be held at the Grand Center, 182 North 500 West, Moab, Utah. At the end of each year, the Board shall specify regular meeting dates and times.

Section 2. The Council on Aging shall name officers at the first regular meeting each calendar year or as necessary at other times to fill vacant positions.

Section 3. A quorum for the transaction of business shall consist of three members present in person.

Section 4. Robert’s Rules of Order, Newly Revised, shall govern the parliamentary procedure of the Board unless otherwise specified in the Bylaws.

Section 5. All newly appointed Board members shall be provided with a current copy of Bylaws.

Section 6. Meetings shall comply with all requirements of state law, but not limited to, the Utah Open and Public Meetings Act.

**Article 3. Members and officers**

Section 1. The Council on Aging shall consist of five voting members appointed by the Grand County Council. Members shall be residents of Grand County and half of the Board shall be 60 years of age or older. Nonvoting members shall be the Senior Center Director and a member of the Grand County Council. Members appointed to fill mid-term vacancies shall serve until the end of the term of the member replaced as this is a partial term, and may apply for a full, four-year term thereafter.

Section 2. Officers shall include a Chairperson, Vice Chairperson and Secretary, all of whom shall be County Council appointed members of the Council on Aging, and elected by the Board.

Section 3. The Chairperson shall preside at all meetings, appoint all committees, and authorize calls for all meetings.

Section 4. In the absence of the Chairperson, the Vice Chairperson shall exercise the Chairperson's functions, and may upon the request of the Chairperson, take over any duties that he or she is unable to perform.

Section 5. The Secretary shall arrange for the recording of a true and accurate account of all minutes at Board meetings. The Secretary shall maintain a permanent file of these written and approved Board proceedings and other records of the Board. Upon consultation with the Chairperson, the Senior Center Director shall prepare and post the agenda for all meetings.

**Article 4. Amendments**

The Bylaws will be reviewed by the Board annually at the meeting designated by the Chair.

Amendments will be recommended to the County Council for approval as per County Ordinance No. 472 which established a process for the amendment and adoption of Bylaws for Boards, Commissions, and Committees (June 6, 2008).

Approved 11-4-09

## **BYLAWS OF THE GRAND COUNTY COUNCIL ON AGING**

### **ARTICLE I**

#### **Name and Location**

Section 1. The name of the council shall be Grand County Council on Aging (hereafter referred to as Council on Aging), (see Exhibit A, Grand County Ordinance No. 478, "Establishment and Purpose," December 16, 2008).

Section 2. The Council on Aging mailing and public contact address shall be 185 North 500 West, Moab UT 84532 (c/o Grand Center).

### **ARTICLE II**

#### **Council Authority**

Section 1. The Council on Aging shall advise the County on matters related to the needs of the County's aging population and shall have duties and responsibilities as enumerated in Grand County Ordinance No. 478.

### **ARTICLE III**

#### **Organization and Meetings**

Section 1. MEMBERSHIP. See Exhibit A, County Ordinance No. 478.

Section 2. VACANCIES. See Exhibit A, County Ordinance No. 478.

Section 3. PROFESSIONAL REQUIREMENTS. See Exhibit A, County Ordinance No. 478

Section 4. EX-OFFICIO AND HONARARY MEMBERSHIPS. Ex-officio and honorary members shall not have voting power on the Council on Aging, but shall be encouraged to participate in discussions.

Section 5. MEETING SCHEDULES. The Council on Aging shall meet the second Monday of each month (see County Ordinance No. 478). An annual schedule shall be published with time and location of monthly meetings, beginning in the month of January. Special meetings or meetings of an emergency nature shall be called as needed. Meetings shall be posted for notice to the public in accordance with the Open and Public Meetings Act (for this purpose, at the Grand Center, located at 182 North 500 West, Moab, Utah).

Section 6. AGENDAS. The standard procedure and outline for preparing agendas for meetings shall be established in accordance with Robert's Rules of Order. Monthly meeting agendas shall contain at the minimum the following: 1) Chairman's Welcome & Statement of Purpose of the Meeting; 2) Approval of

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Minutes of the Previous Meeting; 3) Discussion and Approval items; 4) Reports; 5) Information items; 6) Future items; 7) Closed session; and 8) Adjournment.

Section 7. **SETTING AGENDAS.** The Chairman must be notified of any items to be considered for discussion or action at any meeting of the Council on Aging, generally a minimum of seven (7) days in advance of the meeting. The chairman shall notify the secretary of Council on Aging of items to be discussed and the order of discussion, generally within no less than three (3) days in advance of the meeting.

Section 8. **QUORUM.** As per County Ordinance No. 478 (see Exhibit A), three (3) voting members shall constitute a quorum authorized to conduct business. Less than a quorum gathered for a properly noticed meeting shall adjourn the meeting to a future date.

Section 9. **MINUTES.** A written record of any meeting called by the Council on Aging to conduct business shall be prepared by the secretary of the Council on Aging within a reasonable period of time after the meeting (generally two weeks), and shall be made available at the Grand Center Office for public inspection in draft form, subject to final approval of the minutes at the subsequent meeting of the Council on Aging. The approved copy of the minutes shall be retained at the Director's office.

#### **ARTICLE IV Officers**

Section 1. **TITLES OF OFFICERS.** Consistent with County Ordinance No. 478, the Council on Aging shall elect officers from its five-member body as follows: Chairman, Vice-Chairman, and Secretary. Elections shall take place on an annual basis, generally at the first meeting of the year, in January. Unexpired terms of officers shall be filled by special election at a time called by the presiding officer.

Section 2. **CHAIRMAN.** The Chairman shall preside at all Council on Aging meetings and conduct business in accordance with Robert's Rules of Order; be authorized to sign or otherwise approve Council on Aging documents and/or correspondence requiring official representation of the Council on Aging; and perform all other such duties as are normally incident to the office of Chairman; but shall not sign any document that represents a financial commitment of the County.

Section 3. **VICE-CHAIRMAN.** The Vice-Chairman shall assume the duties of the Chairman in his or her absence.

Section 4. **SECRETARY.** The Secretary shall keep the minutes of the council meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these bylaws or as required, be custodian of Council records including a log of member term expirations, and keep a register of the post office address of each member which shall be furnished to the secretary by such member, and in general perform all duties incident to the office of the Secretary.

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**ARTICLE V**  
**Amendments**

Section 1. CHANGES TO BYLAWS. Consistent with County Ordinance No. 478 and Ordinance No. 472, amendments to the bylaws of the Council on Aging may be by a majority vote of the Council on Aging at any of its meetings called for the purpose, and shall adopt amendments only after presentation at a previous meeting, and with final approval of the County Council.