



# GRAND COUNTY COUNCIL REGULAR MEETING

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

## AGENDA

Tuesday, November 15, 2016

2:00 p.m. **WORKSHOP ON ECONOMIC DEVELOPMENT**

4:00 p.m.

- Call to Order**
- Pledge of Allegiance**
- Approval of Minutes** (Diana Carroll, Clerk/Auditor)
  - A. October 4, 2016 (County Council Meeting), Postponed from October 18, 2016
  - B. October 7, 2016 (County Council Special Meeting: Budget Workshop), Postponed from October 18, 2016
  - C. October 18, 2016 (County Council Meeting), Postponed from November 1, 2016
  - D. October 21, 2016 (County Council Special Meeting: Budget Workshop), Postponed from November 1, 2016
  - E. October 28, 2016 (County Council Special Meeting: Budget Workshop), Postponed from November 1, 2016
  - F. November 1, 2016 (County Council Meeting)
- Ratification of Payment of Bills**
- Elected Official Reports**
- Council Administrator Report**
- Department Reports**
- Agency Reports**
- Citizens to Be Heard**
- Presentations** (none)
- Discussion Items**
  - G. Discussion on options for a market-rate temporary lease between Grand County and Red Rock Speedway, LLC for use of the Grand County-owned speedway property located in San Juan County (Ruth Dillon, Council Administrator and David Adams, Red Rock Speedway, LLC Board President)
  - H. Discussion on calendar items and public notices (Bryony Chamberlain, Council Office Coordinator)
- General Business- Action Items- Discussion and Consideration of:**
  - I. Approving proposed Horsepower Fleet Lease Master Agreement for annual leasing of vehicles (Sheriff's Office)
  - J. Approving proposed Bylaws for the Old Spanish Trail Arena Advisory Committee (Steve Swift, OSTA Manager)
  - K. Approving proposed "Comprehensive Statewide Wildland Fire Prevention, Preparedness & Suppression Policy" agreement with Utah Division of Forestry, Fire, and State Lands effective January 1, 2017 (Chairwoman Tubbs and Jason Johnson, Southeast Area Manager, Utah Division of Forestry, Fire, and State Lands)

- L. Approving 1) a request for impact fee waivers on 44 deed-restricted affordable dwelling units in the proposed Arroyo Crossing Subdivision, and 2) proposed amendments to the Arroyo Crossing Subdivision Development Agreement (Zacharia Levine, Community Development Director)

- Consent Agenda- Action Items** (none)

**6:00 p.m.**

- Public Hearings- Possible Action Items**

M. Public Hearing to hear public comment on proposed amendments to the Consolidated Fee Schedule Ordinance (Ruth Dillon, Council Administrator)

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

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

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

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

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

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

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**NOVEMBER 15, 2016**

<b>TITLE:</b>	Workshop on Economic Development
<b>FISCAL IMPACT:</b>	to be determined
<b>PRESENTER(S):</b>	Chairwoman Tubbs

**Prepared By:**  
  
Ruth Dillon  
Council Administrator  
(435) 259-1347  
rdillon@grandcountyutah.net

**FOR OFFICE USE ONLY:**  
**Attorney Review:**  
  
N/A

**BACKGROUND:**

In September the Council requested an economic development workshop.

**Overarching problem:**

There is currently no specific staff accountability among our county and city municipalities for economic development/diversification, other than:

- the County's tourism promotion for the community;
- the City's commercial film promotion; and
- the County Community Development Director's job description notation under Knowledge, Skills, and Abilities (as opposed to Essential Duties):  
"Ability to analyze community and economic development data and situations, while evaluating other alternatives, and then recommending effective courses of action."

*Does it make sense for the County to consider being accountable in some new way for our community's economic development and economic diversification?*

**Common ground:**

- Our community needs to diversify beyond a tourism-dependent economy;
- Local governments are responsible for protecting and preserving the "health, safety, *and welfare*" of their citizens; and
- County government derives revenues primarily from property tax (both residential *and commercial*).

**Suggested talking points:**

- What are the major obstacles in business retention, expansion and/or recruitment across multiple industries?
- If overcome, what are the community benefits of diversifying?
- How is diversification best accomplished?
- How is success measured?
- If the county organization were to take on accountability for economic development and diversification, what could it look like?
- What are some associated costs with such accountability?
- How could such costs be funded?
- What are the consequences of not establishing accountability for economic diversification?

**ATTACHMENT(S):**

1. Agreement with Moab City for funding economic development (2000)
2. NACo's "Strong Economies, Resilient Counties: The Role of Counties in Economic Development" (Executive Summary and Conclusion from [http://www.naco.org/sites/default/files/documents/FINAL\\_web\\_Econ%20Dvlp.07.02.14.pdf](http://www.naco.org/sites/default/files/documents/FINAL_web_Econ%20Dvlp.07.02.14.pdf))

**INTERLOCAL AGREEMENT AS TO THE FUNDING OF THE MOAB AREA  
ECONOMIC DEVELOPMENT OFFICE BY AND BETWEEN MOAB CITY,  
UTAH AND GRAND COUNTY, UTAH**

Pursuant to the Interlocal Cooperation Act (Section 11-13-1 ed seq., Utah Code Annotated), and for the mutual benefit of the citizens and inhabitants of Grand County, Utah (the "County") and Moab City, located in Grand County, Utah (the "City"), the County and the City hereby agree as follows:

1. **Purpose.** The purpose of this agreement is to provide funding in support of services to be provided by the Moab Area Economic Development Office ("Office"), an office of Grand County
2. **Provision of Services.** Immediately upon this agreement becoming effective the Moab Area Economic Development Office (the "Office") shall provide the economic development services defined in the annually approved work plan, and will deliver semi-annual reports to each Council on work plan fulfillment and program activities. Management of the office shall be under the direction of the County Administrator.
3. **Financial Responsibilities.** The County will show in its annual budget all projected expenses associated with the operation and staffing of the office, as well as revenues supporting the office. The County and the City will equally share the expenses of the Moab Area Economic Development office as agreed upon through the budget administration process outlined in Section 6, provided that expenses for general overhead that are not particular to the Economic Development Office shall be contributed in-kind by the County. The County will fund its share of the divided expenses of the Economic Development Office from the period of January 1 until June 30 of each year. The City will fund its share of the divided expenses of the Economic Development Office from the period of July 1 until December 31 of each year. The City shall remit its payment to the County within 30 days of receipt of an invoice from the County for said expenses. The obligations of the County and the City under this agreement are subject to the annual budget and appropriation process in accordance with applicable laws. The County and the City may utilize internal billings or administrative transfers to make funds available to meet their respective obligations hereunder.
4. **Control of Property.** Pursuant to Section 11-13-7, Utah Code Annotated, the County shall exercise control over all property provided by the County in fulfilling its obligations under this agreement; and the City shall exercise control over any property provided by the City in connection with this agreement or the operation of the department.

5. **Effectiveness and Duration of Agreement.** This agreement shall become effective immediately upon its approval by the County Council and City Council. This agreement shall remain in effect until either party gives 90 days after notice of termination to the other party.
6. **Budget Administration.** The County Administrator will administer the budget for the office. On or before October 1 of each year, the County Administrator will forward to the City Manager a proposed budget for the department. On or before December 1 of each year, the City Council will approve the proposed budget and return it to the County. Funding for obligations under this agreement will be allocated and approved by the City Council and County Council as a part of each entity's annual budget process.
7. **Administration of Agreement.** The provisions of this agreement shall be administered by the County Administrator and City Manager. They will review the agreement and make recommendations as to improvements or changes to the agreement. They will also coordinate budgetary and other matters regarding this agreement between the governing bodies of the County and City. The County Administrator and City Manager will develop a formal system of complaint resolution and will serve as the contact persons for the City and County in matters related to the provisions of service by the County to the City under the agreement.
8. Executed copies of this agreement shall be filed with the County Clerk and the City Clerk. Dated this 5 day of June, 2000.

**Grand County, Utah**

Attest:

By: Frank Townsend  
County Clerk

By: Bob Smith  
Vice Chairman, Grand County Council

Attest:

By: Rachel Ellison  
City Clerk

By: Karla R. Hancock  
Mayor

last year - Donna  
County \$26,000  
City 15,000

Draft  
**MOAB AREA ECONOMIC DEVELOPMENT  
2000 WORK PLAN**

**MISSION STATEMENT:**

*To build a strong community through a broad-based, environmentally sensitive economy. To serve as a catalyst for increased business retention, expansion and attraction, and to help create quality job growth in the Moab area.*

**ACTION PLAN (WORK PLAN):**

- Promote expansion opportunities for existing companies
- Promote diversification of the economy
- Respond to inquiries about Economic Development related issues
- Make referrals to appropriate local agencies or private sector contacts
- Promote local awareness of Economic Development
- Co-op with development partners such as; Small Business Development Centers (SBDC), the Association of Governments (AOG), the Department of Community Economic Development (DCED), the Economic Development Corporation of Utah (EDCU), and others in assisting local businesses with support, incentives and education
- Invite DCED and EDCU representatives to the Moab area to familiarize them with opportunities, infrastructure and support services and businesses
- Continue to support the Telecom Task Force Sub-committee and ensure presence at the Rural Telecom Conference
- Protect and enhance the County's intrinsic values and resources
- Encourage planning for community and other public infrastructure improvements including but not limited to transportation, recreation, waste disposal, water and communications

**STRATEGY:**

Promote expansion opportunities for existing companies.

**Tactic:** Work with the SBDC and the Department of Work Force Services in informing existing businesses of support services available, funding sources for special training, and the benefits of expanding.

**Benchmark:** Measure performance by the # of referrals or press releases that relate.

**STRATEGY:**

Promote diversification of the economy.

**Tactic:** Work with state and local offices to identify what type of businesses would be well suited for a rural area such as Moab.  
Identify what Moab currently lacks and needs.  
Contact State offices to identify other communities that have successfully attracted new businesses and then meet with these communities to find out what worked.  
Promote awareness outside of the area.

**Benchmark:** Measure performance through recording contacts with businesses and other communities, and by utilizing our brochures in Welcome Centers and other offices throughout the state. Track changes in different categories of employment. Track unadjusted unemployment figures. Complete a needs assessment survey.

**STRATEGY:**

Respond to inquiries about Economic Development related issues.

**Tactic:** Work with local *real estate* brokers to prepare a proposal packet that is inclusive when responding to request for proposals.

Prepare a packet that includes the Community Profile, existing buildings list, other related businesses in the community, real estate prospects, and an invitation to come visit.

Follow up on all request received with a letter.

*Benchmark: Measure the performance through the leads list.*

**STRATEGY:**

Make referrals to appropriate local agencies or private sector contacts.

**Tactic:** When *requests* are received for specific information that could best be answered by another agency

or private sector business, get them involved.

Follow up to make sure that someone from the referred agency or private business responded to the request.

*Benchmark: Measure performance through follow up calls and record them.*

**STRATEGY:**

Promote local awareness of Economic Development

**Tactic:** Use press releases to inform the local public of new businesses.

Use press releases to inform the local public of activity within the Economic Development office.

Conduct seminars for existing businesses using state and local offices of SBDC or EDCU

ie.(BEAR Training in Moab).

*Meet with local businesses to create a relationship and assist them with questions.*

*Co-op with local businesses to distribute brochure.*

*Benchmark: Measure performance by keeping a list of contacts and seminars, and by keeping a file of press releases.*

**STRATEGY:**

Co-op with development partners such as the Small Business Development Center (SBDC), the Association of Governments (AOG), the Department of Community Economic Development (DCED), and the Economic Development Corporation of Utah (EDCU) in assisting local businesses with support, incentives and education.

**Tactic:** Work with the above agencies to stay abreast of any changes at their levels that could be helpful to existing or relocating businesses.

Be aware of any programs through these offices that could offer assistance, incentives, support, education or aid to existing or relocating businesses.

*Benchmark: Measure performance by the number of press releases used to educate the local businesses.*

**STRATEGY:**

Invite DCED and EDCU representatives to the Moab area to familiarize them with opportunities, infrastructure and support services and businesses.

**Tactic:** Twice a year invite representatives from the state level to come to Moab.

Show these invitees what Moab has to offer in the line of employment, housing, support services and support businesses, lifestyle opportunities, cultural activities and recreational opportunities.

*Benchmark: Measure performance through the number and caliber of Familiarization Tours we produce.*

**STRATEGY:**

Continue to support the Telecom Task Force Sub-committee and ensure presence at the Rural Telecom Conference.

**Tactic:** Keep in contact with the Task Force on a regular basis to be aware of any changes in the telecommunications available in the community or surrounding areas.

Attend the Rural Telecom Conference.

Attend any Telecom related conferences that are in the area and are directly related to Grand County.

**Benchmark:** Measure performance through filing of minutes, correspondence, and press releases.

**STRATEGY:**

Protect and enhance the County's intrinsic values and resources.

**Tactic:** Recognize the importance of Grand County's quality community life.

Realize the scenic assets of Grand County and strive to protect them.

Consult the City and County Master Plans to address any infrastructure needs and changes.

*Benchmark: Track efforts to communicate/portray community values and resources. Continue to stress the tactics through correspondence.*

**STRATEGY:**

Encourage planning for community and other public infrastructure improvements including but not limited to transportation, recreation, waste disposal, water and communications.

**Tactic:** Encourage community involvement in the planning process, including Federal, State and Regional agencies in that process.

Inform prospective and existing businesses or developers of the importance of creating a business plan that includes development costs.

In planning meetings, promote the requisite public infrastructure to support expansion and diversification.

**Benchmark:** Track the amount of new community involvement in planning meetings. Track efforts to encourage planning.

# EXECUTIVE SUMMARY

Counties are responsible for providing core services, such as human services, criminal justice, public welfare and infrastructure, to communities of all sizes across America. To ensure the delivery of these essential services, support job growth and maintain a healthy revenue base, counties invest in economic development activities in a number of ways. An examination of county involvement, challenges and solutions in economic development across the 3,069 counties shows that:

**COUNTIES ARE SPONSORS OF LOCAL ECONOMIC DEVELOPMENT INITIATIVES.** Funding — often from general funds — is the most common county contribution to economic development partnerships. More than 90 percent of county governments engage in economic development initiatives, but only 57 percent of counties have a county department managing economic development initiatives. Counties most typically focus on workforce training, business attraction and retention and regional marketing in their economic development partnerships. Additionally, counties collaborate with other stakeholders to promote broader resiliency goals.

**Counties are sponsors of local economic development initiatives.**

**WORKFORCE CHALLENGES ARE AT THE TOP OF THE COUNTY ECONOMIC DEVELOPMENT AGENDA.** Unemployment or underemployment is the most common challenge across counties (more than 80 percent of responding counties), followed closely by shortage of skilled workers (74 percent of responding counties) and the inability to attract and retain a young workforce (73 percent of responding counties). Maintaining a resilient economy with a diversified and competitive business environment is also a significant concern for counties. As major owners of infrastructure, counties deal directly with infrastructure challenges that affect the development and competitiveness of their local economies.

**COLLABORATION IS THE KEY TO COUNTY ECONOMIC DEVELOPMENT INITIATIVES.** County economic development initiatives capitalize on the networks of public, nonprofit and private partners necessary for successful local economic development. This research developed 35 case studies of county economic development initiatives from around the country, featuring a wide range of activities from workforce training, regional marketing and business recruitment and retention to infrastructure financing, small business support, business incubators, disaster preparedness, industry diversification and international economic development. While each initiative solves an economic development problem within the framework of specific local resources and constraints, these case studies highlight some of the current county practices in economic development worthy of replication.

For the full report, the companion interactive data tool and the text of the case studies, see the *Strong Economies interactive* at [www.nacw.org/StrongEconomies](http://www.nacw.org/StrongEconomies)

# CONCLUSION

Counties have a unique role in economic development as partners with other levels of government, the private sector and nonprofits. Funding is the main county contribution to these partnerships, most often organized for workforce training, business recruitment and retention, regional marketing and disaster preparedness. Money comes usually from county general funds, but also from state and federal grants and contracts. To match the long-term life of the benefits of economic development projects with the payment plans, counties use financing tools such as bond issuances and TIF.

The main reason counties engage in economic development initiatives is to improve the employment and income situation for their residents. More and better jobs for county residents would affect the demand for county services such as social services, public welfare and criminal justice. Workforce challenges are the most cited problems encountered by counties in economic development, ranging from unemployment and shortage of skilled workers to the inability to attract and retain a young workforce. Maintaining a competitive business environment is also a concern for counties, including overreliance on a single industry and insufficient provision of the assets necessary for business recruitment and retention. Infrastructure plays a major role in providing the basis for local economic development, and counties worry about finding the funding to build and maintain the public infrastructure assets in their communities.

Counties of all sizes across the country are problem-solvers, able to adjust their initiatives and programs to match local assets and needs. Drawing upon the answers of 480 counties responding to the 2013 NACo survey and the 35 case studies developed for this research, this study finds that counties have a distinct ability to mobilize and coordinate resources for economic development. Local economic development challenges often require a regional solution. Counties are best positioned to be conveners for such initiatives due to the legitimacy and accountability they have as formal governments covering both incorporated and unincorporated areas in a region. This enables counties to exercise leadership in collaboration with local public and private entities and address common economic development challenges.

Strong local economies enable counties to improve the quality of life for their residents, create the right environment for local businesses to flourish and reduce county costs with public welfare and criminal justice while supporting the county tax base. Counties understand that strategic planning together with their public and private partners is necessary to build strong economies and in the process make their communities more resilient to unexpected events ranging from natural disasters to plant closures and long-term declines in specific industries. As both global and local challenges arise, counties are poised to lead, convene and participate in economic development efforts.

**Strong local economies enable counties to improve the quality of life for their residents, create the right environment for local businesses to flourish and reduce county costs with public welfare and criminal justice while supporting the county tax base.**

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**NOVEMBER 15, 2016**

Agenda Item: G

<b>TITLE:</b>	Discussion on options for a market-rate temporary lease between Grand County and Red Rock Speedway, LLC for use of the Grand County-owned speedway property located in San Juan County
<b>FISCAL IMPACT:</b>	To be determined
<b>PRESENTER(S):</b>	Ruth Dillon, Council Administrator and David Adams, Red Rock Speedway, LLC Board President

**Prepared By:**

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

with

David Adams, President  
 Red Rock Speedway LLC  
 435-327-0499  
[Cojeep84@yahoo.com](mailto:Cojeep84@yahoo.com)

**FOR OFFICE USE ONLY:**

**Attorney Review:**

None requested  
 at this point

**BACKGROUND:**

On October 4<sup>th</sup>, a PowerPoint presentation was given to the Council describing the vision of the local group, Red Rock Speedway, LLC, for proposed use and management of the approximate 40 acres of the Red Rock Speedway Motocross (copy attached). The Speedway is owned by Grand County and located in northern San Juan County behind LeGrand Johnson Construction.

The existing lease (attached) of the Speedway is with Red Rock Dirt Riders, a local non-profit group. The group did not meet the requirements of the 10-year lease, which would expire in two weeks on November 30<sup>th</sup>.

Without an active lease, the property is currently insured by the County for liability.

The initial request of the Limited Liability Corporation is for the County to issue the lease in the name of Red Rock Speedway, LLC for a period of 5 years based upon the current nonprofit lease stipulations at a rate of \$1/year. State Code allows for financial assistance of private enterprise in certain circumstances (see attached).

For today's discussion the LLC's request is to hold a temporary conditional lease (to be drafted) under one of the prioritized options set forth below by David Adams.

**Temporary lease options:**

1 - *Grant a one-year temporary lease with the condition that by the end of the year the LLC has secured a non-profit status. If that condition is fulfilled, the lease rate for the year will be at \$1. If the LLC is not able to secure nonprofit status by the end of the lease year, then the LLC would be responsible to pay fair market value for the full year's lease of the property.*

2 - *If the LLC must pay fair market value for the temporary lease, allow the LLC to pay it "in kind" with improvements to the property, rather than an actual cash payout. All of the improvements the LLC intends to make at the Speedway will be permanent, and very valuable. This would increase the value of the property in the event that it ever needs to be sold by the County.*

3 - *Set up a lease agreement in which the LLC will pay fair market value on a month-to-month basis until such time as the LLC secures a non-profit status. However, allow the LLC to pay that fair market value retroactively at*

*the end of the lease year, after the LLC has had some events to bring in income.* If the LLC had to pay the fair market value at the beginning of the lease, it would be very difficult as the LLC has not yet secured any income.

Market value of leasing has thus far proven difficult to determine, given that there are no true comparables in the area. Further investigation into other Utah areas for similar property use will be needed.

If the Council wishes to pursue a new lease (temporary or long term) with additional requirements for reporting and mitigation, legal review will likely be necessary.

Relevant State Code is provided.

**ATTACHMENT(S):**

1. PowerPoint
2. Lease Agreement with Red Rock Dirt Riders, Inc. (nonprofit)
3. State Code: 17-50-3-303 – ... Assistance to nonprofit and private entities
4. State Code: 17-50-3-312 – Acquisition, management, and disposal of property

# Red Rock Speedway Proposal





# OLD SCHOOL ROCK CRAWL

MILLARD COUNTY PROVING GROUNDS  
MAY 24-25, 2013

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[WWW.OLDSCHOOLROCKCRAWL.COM](http://WWW.OLDSCHOOLROCKCRAWL.COM)

# Delta, Utah Proving grounds



Obstacles are built from dirt and debris, then sprayed with reinforced concrete



The sport of rock crawling is exciting for everyone, and teens can get involved as judges. It also attracts spectators of all ages.



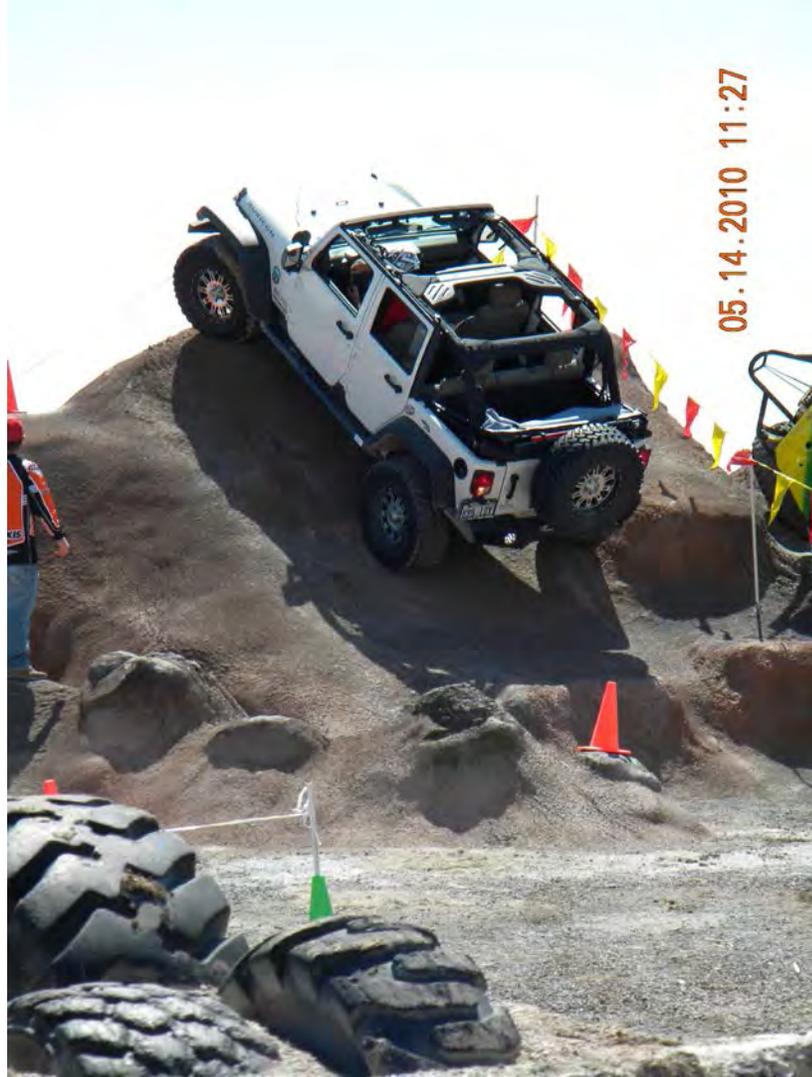
There are barriers to keep spectators at a safe distance. Competition crawling requires teamwork and communication.



Old School rock crawl attracts a large crowd of both spectators and competitors, which helps the town economy immensely. From restaurants to parts stores to campgrounds.



Buggies, Jeeps (old and new), everyone can compete.



Events of all sorts can be incorporated, from lawn mower races to ultra 4 style rock racing, giving everyone an opportunity to take part.







Motocross is also enjoyable for all ages, as both spectators and competitors.



The purposed Red Rock Speedway motocross track is already existing, but needs improvements and changes.



Competitors are often times friends, and help one another out. They are passionate about pushing the sport forward.



# 1<sup>st</sup> AMENDMENT TO THE RED ROCK SPEEDWAY LEASE AGREEMENT

**THIS AGREEMENT** is amended this 2nd day of September, 2008, by and between Grand County, a body corporate and politic of the State of Utah (herein referred to as "Lessor"), and Red Rock Dirt Riders, Inc (6501667-0140) a 501(c)(3) organized in Utah (herein referred to as the "Lessee").

**WHEREAS**, Lessor is the owner of the real property known as Red Rock Speedway, and described more particularly as: SE 1/4 NW 1/4, Section 1, T27S, R22E, SLB&M, containing 40 acres, more or less.

**WHEREAS**, Lessee desires to lease the property.

**WHEREAS**, The parties desire to enter an agreement whereby Lessor shall also consider options for Lessee to purchase the property in the future in accordance with the Utah Code and Grand County ordinances pertaining to sale of real property.

**THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

## TERMS AND CONDITIONS

### 1. TERM AND TERMINATION

Lessor hereby leases the premises described in Exhibit A and buildings constructed for a term of ten (10) years commencing upon December 1, 2006, and terminating on November 30, 2016. In the event that Lessee fails to sponsor and actually hold two race track events during one calendar year, Lessor may terminate this Agreement at Lessor's option. Either party may terminate this Agreement at any time during the term by providing written notice of termination to the other party sixty (60) days prior to termination.

### 2. RENTAL

Lessee shall pay a total rent of One Dollar(s) (\$1.00) per year, due on the 1<sup>st</sup> day of December each year while this lease is in effect.

### 3. TAXES AND UTILITIES

Lessor shall pay all utility charges and real property taxes assessed against the real property and any buildings constructed thereon.

### 4. REPAIRS

Lessee shall be responsible for all repairs to the premises that become necessary after its occupancy commences.

**5. INSPECTION**

Lessee acknowledges careful inspection of the plans of the leased property and agrees to accept the same. Lessee shall maintain the premises in good condition. Normal maintenance is to be carried out by Lessee.

**6. REMODELING**

Lessee is given the right to remodel the subject property strictly on the following terms and conditions that Lessor approves of said remodeling in writing; and, that Lessee agrees to hold Lessor harmless with respect to the cost and liability relating thereto. Lessee expressly acknowledges and agrees that in such remodeling activity it does not act as agent of Lessor and shall contract for the same in Lessee's name. If the remodeling includes a contract with a third party the Lessee shall provide evidence to the Lessor the Lessee has funds available for the contracted or bid amount of the remodeling. All such improvements, not including trade fixtures, shall become the property of Lessor upon termination of this lease.

**7. INSURANCE**

Lessee shall have and maintain liability insurance, providing general liability coverage for at least \$1,000,000.00 or more per claim or occurrence, and \$1,000,000.00 in the aggregate. Lessor shall maintain casualty insurance on the buildings on the lease property in the amount of \$1,000,000.00 during the term of this Agreement.

Lessee shall provide proof of insurance to Lessor prior to the execution of this Agreement, yearly with the lease payment. The yearly insurance coverage shall be approved by Lessor, and insurance coverage shall name Lessor as additional insured.

Prior to the promotion of any event the Lessee shall require the promoter of the event to have insurance for the event that will take place on the leased property. The promoter shall provide proof of coverage which shall be approved by Lessor, and shall name Lessor and Lessee as additional insureds.

**8. RIDE DAYS**

Lessee shall hold 2-3 ride days per week for the public, subject to: race organization Bylaws, weather constraints, availability of water and number of riders.

**9. RESTRICTION OF USE**

The leased property is to be used as a race track and for patron parking associated with motorsport racing and its promotion. Lessee agrees to obey all governmental regulations and laws respecting operation of the leased property. Other than associated motorsport racing, Lessee shall not conduct any activity which is hazardous, unlawful, or would increase the casualty insurance premiums on the premises.

**10. DEFAULT AND FORFEITURE**

Lessor shall, on default with respect to any of the provisions of this lease by Lessee, provide Lessee with written notice of any breach of the lease terms or condition, and Lessee shall then have either 30 days to either correct the condition, or, commence corrective action if the condition cannot be corrected in 30 days. If the condition cannot be corrected in 30 days, Lessee shall have a reasonable time to complete the correction. Lessor may elect to enforce the terms

and conditions of this Agreement by any other method available under the law, or Lessor may declare a forfeiture within 60 days of providing notice to Lessee.

**11. HOLDING OVER**

Lessee shall pay to Lessor a monthly sum equal to the rent specified in this lease plus one hundred per cent (100%) thereof for each month that Lessee holds the leased property after expiration or termination of this Agreement without authorization by Lessor. This sum shall be liquidated damages for the wrongful holding over. Lessee shall acquire no additional rights, title, or interest to the lease property by holding the premises after termination or expiration of this Agreement and shall be subject to legal action by Lessor to obtain the removal of Lessee.

**12. REMEDIES FOR LESSOR**

Any and all remedies provided to Lessor for the enforcement of the provisions of this lease are cumulative and not exclusive, and Lessor shall be entitled to pursue either the rights enumerated in this Agreement or remedies authorized by law, or both. Lessee shall be liable for any costs or expenses incurred by Lessor in enforcing any terms of this Agreement, or in pursuing any legal action for the enforcement of Lessor's rights.

**13. ATTORNEYS FEES**

Either party hereto shall be entitled to recover attorneys' fees required by any breach of this Agreement irrespective of which legal remedy is chosen.

**14. LIABILITY**

Lessee shall be in control and possession of the lease property, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the leased property, nor for any injury or damage to any property of Lessee. Lessee shall be responsible for obtaining a signed copy of the *Grand County Release and Waiver of Liability Agreement* contained in Exhibit B for all participants over the age of 18 prior to the use of the facility. Lessee shall obtain a signed copy of the *Grand County Parental Permission, Hold Harmless, and Indemnification Agreement* contained in Exhibit B from the parent of any participant under the age of 18 prior to the use of the facility. Completed forms shall be submitted to the Grand County Insurance Coordinator. Lessee shall restrict access to the facility when there is not a representative or designee from the Red Rock Dirt Riders Inc. present to ensure that the aforementioned forms are completed.

Lessee agrees to indemnify Lessor from any claim made against Lessor by a third-party to this Agreement arising out of Lessee's control and possession of the leased property. Pursuant to such indemnification, Lessee agrees to pay for all costs of defending the action. The provisions herein permit Lessor to enter and inspect the lease property are made to insure that Lessee is in compliance with the terms and conditions hereof and that Lessee makes repairs that Lessee has agreed to make. Lessor shall not be liable to Lessee for any entry on the premises for inspection purposes.

**15. NOTICE**

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the

addresses of the parties listed below, or at such other address or addresses as either party may from time to time designate in writing.

Grand County Council

125 East Center Street  
Moab, Utah 84532

Red Rock Dirt Riders Inc.,

Board of Directors  
Jason Parriott, President  
Bridget Sisco, Secretary  
Mark Thayn, Treasurer

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

#### **16. SURRENDER OF POSSESSION**

Lessee shall, on the last day of the term, or on earlier termination and forfeiture of the Agreement, peaceably and quietly surrender and deliver the leased property to Lessor free of sub-tenancies, including all buildings, additions, and improvements constructed or placed thereon by Lessee, except moveable trade fixtures, all in good condition and repair. Any trade fixtures or personal property not used in connection with the operation of the leased property and belonging to Lessee, if not removed at the termination or default, and if Lessor shall so elect, shall be deemed abandoned and become the property of Lessor without any payment or offset therefore. Lessor may remove such fixtures or property from the leased property and store them at the risk and expense of Lessee if Lessor shall not so elect. Lessee shall repair and restore all damage to the leased property caused by the removal of equipment, trade fixtures, and personal property.

#### **17. GENERAL TERMS AND CONDITIONS**

**A. Time.** Time is of the essence in all provisions of this Agreement.

**B. Total Agreement.** This Agreement contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Agreement and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

**C. Choice of Law.** This Agreement, and any dispute arising under this Agreement, shall be governed and construed according to the laws of the State of Utah. The parties of this Agreement consent to the jurisdiction of the Seventh District Court for Grand County, in Moab, Utah, as the proper venue to hear any legal dispute arising from this Agreement.

**D. Nonassignability, Prohibition of Sublease.** Lessee shall not assign or sublease either this Agreement or the leased property that is the subject of this Agreement, except without obtaining the prior written consent of Lessor. Any attempt by Lessee to assign or sublease shall be void, and shall terminate this Agreement at the option of Lessor; however, Lessee may grant temporary licenses to patrons of racing events conducted on the leased property.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

LESSOR

Gene Ciarus 9/25/08  
Gene Ciarus Date  
Chair, Grand County Council

LESSEE

Jason Parriost 9/24/08  
Jason Parriost, President Date  
Red Rock Dirt Riders, Inc

ATTEST

Diana Carroll 9-25-08  
Diana Carroll Date  
Grand County Clerk

Bridget Sisco 9/24/08  
Bridget Sisco, Secretary Date  
Red Rock Dirt Riders, Inc  
Mary Thayne 9-24-08  
Mary Thayne, Treasurer Date  
Red Rock Dirt Riders, Inc

**Effective 5/13/2014**

**17-50-303 County may not give or lend credit -- County may borrow in anticipation of revenues -- Assistance to nonprofit and private entities.**

- (1) A county may not give or lend its credit to or in aid of any person or corporation, or, except as provided in Subsection (3), appropriate money in aid of any private enterprise.
- (2)
  - (a) A county may borrow money in anticipation of the collection of taxes and other county revenues in the manner and subject to the conditions of Title 11, Chapter 14, Local Government Bonding Act.
  - (b) A county may incur indebtedness under Subsection (2)(a) for any purpose for which funds of the county may be expended.
- (3)
  - (a) A county may appropriate money to or provide nonmonetary assistance to a nonprofit entity, or waive fees required to be paid by a nonprofit entity, if, in the judgment of the county legislative body, the assistance contributes to the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of county residents.
  - (b) A county may appropriate money to a nonprofit entity from the county's own funds or from funds the county receives from the state or any other source.
- (4)
  - (a) As used in this Subsection (4):
    - (i) "Private enterprise" means a person that engages in an activity for profit.
    - (ii) "Project" means an activity engaged in by a private enterprise.
  - (b) A county may appropriate money in aid of a private enterprise project if:
    - (i) subject to Subsection (4)(c), the county receives value in return for the money appropriated; and
    - (ii) in the judgment of the county legislative body, the private enterprise project provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the county residents.
  - (c) The county shall measure the net value received by the county for money appropriated by the county to a private entity on a project-by-project basis over the life of the project.
  - (d)
    - (i) Before a county legislative body may appropriate funds in aid of a private enterprise project under this Subsection (4), the county legislative body shall:
      - (A) adopt by ordinance criteria to determine what value, if any, the county will receive in return for money appropriated under this Subsection (4);
      - (B) conduct a study as described in Subsection (4)(e) on the proposed appropriation and private enterprise project; and
      - (C) post notice, subject to Subsection (4)(f), and hold a public hearing on the proposed appropriation and the private enterprise project.
    - (ii) The county legislative body may consider an intangible benefit as a value received by the county.
  - (e)
    - (i) Before publishing or posting notice in accordance with Subsection (4)(f), the county shall study:
      - (A) any value the county will receive in return for money or resources appropriated to a private entity;

- (B) the county's purpose for the appropriation, including an analysis of the way the appropriation will be used to enhance the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the county residents; and
  - (C) whether the appropriation is necessary and appropriate to accomplish the reasonable goals and objectives of the county in the area of economic development, job creation, affordable housing, blight elimination, job preservation, the preservation of historic structures, analyzing and improving county government structure or property, or any other public purpose.
- (ii) The county shall:
- (A) prepare a written report of the results of the study; and
  - (B) make the report available to the public at least 14 days immediately prior to the scheduled day of the public hearing described in Subsection (4)(d)(i)(C).
- (f) The county shall publish notice of the public hearing required in Subsection (4)(d)(i)(C):
- (i) in a newspaper of general circulation at least 14 days before the date of the hearing or, if there is no newspaper of general circulation, by posting notice in at least three conspicuous places within the county for the same time period; and
  - (ii) on the Utah Public Notice Website created in Section 63F-1-701, at least 14 days before the date of the hearing.
- (g)
- (i) A person may appeal the decision of the county legislative body to appropriate funds under this Subsection (4).
  - (ii) A person shall file an appeal with the district court within 30 days after the day on which the legislative body adopts an ordinance or approves a budget to appropriate the funds.
  - (iii) A court shall:
    - (A) presume that an ordinance adopted or appropriation made under this Subsection (4) is valid; and
    - (B) determine only whether the ordinance or appropriation is arbitrary, capricious, or illegal.
  - (iv) A determination of illegality requires a determination that the decision or ordinance violates a law, statute, or ordinance in effect at the time the decision was made or the ordinance was adopted.
- (v) The district court's review is limited to:
- (A) a review of the criteria adopted by the county legislative body under Subsection (4)(d)(i)(A);
  - (B) the record created by the county legislative body at the public hearing described in Subsection (4)(d)(i)(C); and
  - (C) the record created by the county in preparation of the study and the study itself as described in Subsection (4)(e).
- (vi) If there is no record, the court may call witnesses and take evidence.
- (h) This section applies only to an appropriation not otherwise approved in accordance with Title 17, Chapter 36, Uniform Fiscal Procedures Act for Counties.

Amended by Chapter 66, 2014 General Session

**17-50-312 Acquisition, management, and disposal of property.**

- (1) Subject to Subsection (4), a county may purchase, receive, hold, sell, lease, convey, or otherwise acquire and dispose of any real or personal property or any interest in such property if the action is in the public interest and complies with other law.
- (2) Any property interest acquired by the county shall be held in the name of the county unless specifically otherwise provided by law.
- (3) The county legislative body shall provide by ordinance, resolution, rule, or regulation for the manner in which property shall be acquired, managed, and disposed of.
- (4)
  - (a) Before a county may dispose of a significant parcel of real property, the county shall:
    - (i) provide reasonable notice of the proposed disposition at least 14 days before the opportunity for public comment under Subsection (4)(a)(ii); and
    - (ii) allow an opportunity for public comment on the proposed disposition.
  - (b) Each county shall, by ordinance, define what constitutes:
    - (i) a significant parcel of real property for purposes of Subsection (4)(a); and
    - (ii) reasonable notice for purposes of Subsection (4)(a)(i).

Amended by Chapter 291, 2007 General Session

# 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 Safety &amp; Accident Review Committee (Chambers)</li> <li>4:00PM County Council Meeting (Chambers)</li> </ul>	2016 UASD Annual Conve... ♦ Ogden Eccles Conference ...		<ul style="list-style-type: none"> <li>9:00AM Adopting tentative Budget Mtg (Chambers)</li> </ul>	5
6	7	<b>Election Day</b> <ul style="list-style-type: none"> <li>12:00PM Trail Mix Committee (Grand Center)</li> <li>3:00PM Travel Council Advisory Board (Chambers)</li> <li>5:00PM Agenda Summaries Due</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>7:00PM Thompson Springs Fire District (Thompson)</li> </ul>	<ul style="list-style-type: none"> <li>4:00PM Solid Waste Management SSD (District Office)</li> <li>5:30PM Library Board (Library)</li> <li>7:00PM Thompson Springs Water SSD (Thompson)</li> </ul>	<b>Veteran's Day</b> <ul style="list-style-type: none"> <li>8:00AM County Offices Closed</li> </ul>	12
13	14	<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>	<b>UAC Newly Electe</b> <ul style="list-style-type: none"> <li>12:00PM Chamber of Commerce (Zions Bank)</li> <li>2:00PM Economic Development Workshop (Chambers)</li> <li>4:00PM County Council Meeting (Chambers)</li> </ul>	<b>UAC Annual Convention ♦ Dixie Center in St. George</b>		19
20	21	<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>1:00PM Homeless Coordinating Committee (Zions Bank)</li> <li>1:00PM Moab Area Watershed Partnership (Water District Office)</li> <li>6:00PM Recreation SSD (City Chambers)</li> </ul>	<ul style="list-style-type: none"> <li>12:00PM Housing Authority Board (City Chambers)</li> <li>1:30PM Exemplary / Performance Review Committee Meeting (Chambers)</li> <li>4:00PM Arches SSD (Fairfield Inn &amp; Suites)</li> <li>6:00PM Planning Commission (Chambers)</li> <li>7:00PM Grand Water &amp; Sewer Service Agency (District Office)</li> </ul>	<ul style="list-style-type: none"> <li>10:00AM Historical Preservation Committee (Museum)</li> <li>1:00PM Canvass of General Election (Chambers)</li> </ul>	
27	28	<ul style="list-style-type: none"> <li>9:00AM Council Workshop - if needed (Chambers)</li> </ul>	<ul style="list-style-type: none"> <li>5:00PM Agenda Summaries Due</li> </ul>	<b>Thanksgiving Holiday</b> <b>County Offices Closed</b>		
27	28	29	30	1	2	3
				<ul style="list-style-type: none"> <li>9:00AM Canyon Country Partnership - Holiday Banquet and Retirement Roast (Grand Center)</li> <li>5:30PM Mosquito Abatement District (District Office)</li> <li>6:00PM Solid Waste Community Goals Public Workshop (MARC)</li> </ul>		

# December 2016

November 2016							January 2017							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4	5	1	2	3	4	5	6	7
6	7	8	9	10	11	12	8	9	10	11	12	13	14	
13	14	15	16	17	18	19	15	16	17	18	19	20	21	
20	21	22	23	24	25	26	22	23	24	25	26	27	28	
27	28	29	30				29	30	31					

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
27	28	<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>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>	2	3		
4	5	<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>		<ul style="list-style-type: none"> <li>3:30PM - 3:30PM Sand Flats Stewardship Committee (Chambers)</li> <li>4:00PM - 4:00PM Solid Waste Management SSD (District Office)</li> <li>7:00PM - 7:00PM Thompson Springs Water SSD (Thompson)</li> </ul>	7:00PM - 7:00PM Grand Water & Sewer Service Agency (District Office)	10		
11	12	<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>	<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>6:00PM - 6:00PM Recreation SSD (City Chambers)</li> <li>7:00PM - 7:00PM Thompson Springs Fire District (Thompson)</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>	16	17	
18	19	<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>		<ul style="list-style-type: none"> <li>12:00PM - 12:00PM Local Emergency Planning Committee (Fire Dept)</li> <li>1:00PM - 1:00PM Association of Local Governments (ALG) (Price)</li> <li>5:30PM - 5:30PM Canyonlands Healthcare SSD (Moab Regional Hospital)</li> </ul>	<b>Christmas Holiday</b> <ul style="list-style-type: none"> <li>8:00AM - 5:00PM County Offices Closed</li> </ul>	23	24	
25	<b>Christmas Holiday</b> <ul style="list-style-type: none"> <li>8:00AM - 5:00PM County Offices Closed</li> </ul>		<ul style="list-style-type: none"> <li>1:00PM - 1:00PM Homeless Coordinating Committee (Zions Bank)</li> <li>5:00PM - 5:00PM Agenda Summaries due</li> <li>6:00PM - 6:00PM Planning Commission (Chambers)</li> </ul>			29	30	31



## 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](#)

### **Road Department - OPERATOR I (Grade 12) - Internal Applicants Only**

Posted October 25, 2016 11:00 AM | Closes November 18, 2016 5:00 PM

Job Summary Under the supervision of the Road Supervisor, Assistant Road Supervisor or lead worker, performs at basic skill level work in the operation of equipment,... [Full Description](#)

# 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: **Open Until Filled**

COUNTY BOARD, COMMISSION OR COMMITTEE	VACANCIES	TERM EXPIRATION
Council on Aging	3	12/31/2020
Historical Preservation Commission (May reside in Grand, Emery or San Juan County)	1	12/31/2020
Housing Authority of Southeastern Utah (may reside in Grand or San Juan County)	1	12/31/2021
Library Board	2	12/31/2020
Planning Commission (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 (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: **Open Until Filled**

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>

Date	Event Name	Permit Status
<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
	19 Moab Turkey Trot / foot race	No permit required - City Limits
	19 Dead Horse Ultra , Mad Moose Events	Permitted
	20-23 Moab International Film Festival	No permit required - City Limits
<b>DECEMBER</b>		
	3 Winter Sun Festival 10k	Permit in process



# HORSEPOWER FLEET LEASE MASTER AGREEMENT

PO Box 827 Payson, UT 84651

Phone: 801-372-0701

Website: www.horsepowerfleetservices.com

Email: sales@horsepowerfleetservices.com

Date: / /

Associated Quote Number:

Prepared by:

## Customer Information

Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
 Tax Exemption ID / Sales Tax Number \_\_\_\_\_ FEIN Number: \_\_\_\_\_

This Master Lease Agreement ("Master Agreement") is between HORSEPOWER FLEET SERVICES, LLC, a Utah limited liability company, ("Horsepower") and the customer named on the first page of this Master Agreement ("Customer"). Horsepower fleet services and Customer shall sometimes be collectively referred to as the "Parties." This Master Agreement provides the basic terms of every lease contract between Horsepower and Customer, however, the specifics of each lease contact shall be found in the Supplemental Lease Agreement(s) ("Supplemental Agreement(s)") or the Lease Extension Agreement(s) ("Extension Agreement (s)"). All capitalized terms are defined herein or in the Supplement Agreement or Extension Agreement.

1. **Vehicles Covered:** Horsepower agrees to lease to Customer and Customer agrees to lease from Horsepower certain vehicles (the "Vehicle(s)") subject to all terms, conditions and provisions set forth herein.
2. **Payment of Lease:** Customer agrees that it will pay the lease rate and other charges as set forth in this Agreement the ("Lease Charges"), including, but not limited to, time, mileage, fuel, service, transportation, delivery, pick-up and all other charges, in advance on the day specified. In addition to the Lease Charges. All Leases Charges shall be paid by Customer to Horsepower at its address set forth in the Supplemental Agreement or in such other manner or at such other place as HORSEPOWER FLEET SERVICES notifies the Customer. Customer shall make all payments under this Master Agreement, all Supplemental Agreements and Extension Agreements without set-off, counterclaim or defense.
3. **Security for Customer's Performance:** Concurrently with the execution of this Master Agreement, Horsepower may demand delivery of a valid credit card account (the "Credit Card Account") to secure the performance by the Customer of its financial obligations under this Master Agreement, Supplemental Agreement(s) and Extension Agreement(s).
4. **Horsepower's Disclaimer of Warranty; Customer's Obligations Unconditional:** THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY HORSEPOWER TO THE CUSTOMER, EXCEPT AS PROVIDED BY THE MANUFACTURER, AND HORSEPOWER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO CUSTOMER, NOR TO ANYONE ELSE, OF ANY KIND AND HOWSOEVER CAUSED, WHETHER BY THE VEHICLE, OR THE REPAIR, MAINTENANCE, OR EQUIPMENT OF THE VEHICLE, OR BY THE FAILURE OF THE VEHICLE, OR INTERRUPTION OF SERVICE OR USE OF THE VEHICLE LEASED UNDER THIS AGREEMENT. CUSTOMER HAS INSPECTED AND IS FULLY FAMILIAR WITH THE VEHICLE AND ACCEPTS THE VEHICLE "AS IS" AND "WITH ANY AND ALL FAULTS. In addition to, and without limiting the provisions of this Section, Customer confirms that in entering into this Master Agreement and by accepting each Vehicle leased (1) it has relied solely on (i) its knowledge and (ii) its inspection of each Vehicle, and (2) it has not relied on any promise, affirmation, description, or other statement by HORSEPOWER FLEET SERVICES, all of which are superseded by this Master Agreement. Customer authorizes the deletion of any safety equipment and accepts all liability for injury or loss incurred thereby.
5. **Location of the Vehicle; Inspections:** Customer shall keep each Vehicle in Customer's possession and control and be used in the normal course of Customer's business. HORSEPOWER FLEET SERVICES may, with 48 hours notice, during normal business hours, enter the premises where any Vehicle owned by HORSEPOWER FLEET SERVICES is located and inspect the same.
6. **Repairs; Maintenance; Use; Alterations:** Customer shall perform and pay for all normal, periodic and other basic service, adjustments, and lubrication of any Vehicle in its control and possession. No Vehicle identification, of any kind, shall be removed, covered, or defaced in any way. If the Vehicle is used in violation of any part of this Section, or is obtained from HORSEPOWER FLEET SERVICES by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of the Vehicle is and shall be deemed without HORSEPOWER FLEET SERVICES's permission. Each Vehicle shall be operated only by a qualified operator, licensed where required by the law of the state or states in which the Vehicle is being operated in, who is either the Customer or an authorized operator and employee of Customer. The use of a Vehicle by Customer or its employees shall be at Customer's sole risk and subject to the terms and conditions of this Master Agreement. All modifications or additions to or changes in a Vehicle will be paid for by the customer and be the property of the customer for the entire term of this agreement, unless otherwise specified in writing. Customer will, at their expense, remove any additions or modifications to the vehicle prior to returning to HORSEPOWER FLEET SERVICES.
7. **Risk of Loss; Damage:** Customer assumes and shall bear the risk of loss of and damage to any Vehicle from any cause whatsoever, regardless of whether the risk is insured. Customer's failure to perform proper repairs and maintenance, as described in Paragraph 6, shall provide an irrefutable presumption that Customer is liable for any mechanical damage to the Vehicle and that any such mechanical damage is the result of the Customer's failure to maintain. Customer will immediately notify HORSEPOWER FLEET SERVICES of any damage to, or loss, destruction, or theft of the Vehicle or of any part thereof with the full details of the occurrence. HORSEPOWER FLEET SERVICES documents the condition of the Vehicle(s) leased upon delivery to the Customer, and again when the Vehicle(s) is returned. If the Vehicle is damaged or partially lost or destroyed, Customer shall, at its sole expense and cost, promptly repair the Vehicle in a permanent manner and in its same condition and working order as at the acceptance of the Vehicle by the Customer, using only the best parts and materials that are reasonably available. Failure for the Customer to repair the Vehicle before returning it to HORSEPOWER FLEET SERVICES shall result in HORSEPOWER FLEET SERVICES back billing the Customer for the damages, and the Customer shall continue to be obligated to pay the Lease Charges, under and in accordance with Section 2 hereof, until such time as the Vehicle is again operable. If the Vehicle is totally lost (including by theft) or destroyed or if it becomes a constructive, agreed or compromised total loss, Customer shall promptly pay HORSEPOWER FLEET SERVICES the State Concession Price of the vehicle; and until such time as Customer makes the Termination Payment, Customer shall continue to be obligated to pay the Lease Charges under and in accordance with Section 2 hereof. All replacements, repairs, or substitutions of parts or equipment shall be at the cost and expense of the Customer and shall be accessions to the Vehicle and shall belong to and immediately become the property of HORSEPOWER FLEET SERVICES.
8. **Insurance:** Lessee must maintain, at Lessee's expense, Automobile Liability Insurance in the form of *Bodily Injury and Property Damage* coverage and *Collision and Comprehensive* insurance. Lessee must keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Liability Limit per occurrence shall not be less than \$1,000,000.



Physical damage coverage (Collision and Comprehensive) must be equal to the vehicle's full value. Proof of insurance must be provided to the Lessor upon request. Lessor will be named as the registered owner and as "Additional Insured" and Loss Payee in the insurance policy.

**Self Insurance:** Municipalities/Entities, which choose to self-insure their Auto Liability and Physical Damage risks are held to the same standards as those companies, which purchase insurance. Said self-insurance shall not be deemed to transfer or alter Lessee's obligation to provide liability protection – in the form of defense and payment – in behalf of Lessor. Furthermore, damage to leased vehicles is the responsibility of Lessee. Lessee is obligated to repair or compensate Lessor – full vehicle value – in the event leased vehicle is damaged while in the care, custody and/or control of Lessee.

**9. Customer's Indemnity:** Customer will indemnify and hold HORSEPOWER FLEET SERVICES harmless from any liability loss, damage, cost, expense, fee, fine or penalty (including, without limitation, attorneys' fees as provided in Section 16), regardless of whether the same is also indemnified against by any other person, which HORSEPOWER FLEET SERVICES in any way incurs arising from or in connection with (i) this Master Agreement or any corresponding Supplemental Agreement or Extension Agreement, or (ii) the delivery, possession, use, operation or return of any Vehicle, or (iii) any condition relating to any Vehicle delivered to the possession of customer REGARDLESS OF HOW OR WHEN THE CONDITION ARISES, or (iv) any other matter relating to any Vehicle after the term of this Master Agreement to the extent such matter arises from a condition that arose or a modification, addition or change that was made during the term of this Master Agreement or any extension hereof or at any other time when the Vehicle was in the possession or under the control of Customer, or (v) the failure by Customer to perform any of its obligations under this Master Agreement, Supplemental Agreement or Extension Agreement. Customer will pay any expenses and costs (including, without limitation, attorneys' fees as provided in Section 16) which HORSEPOWER FLEET SERVICES incurs in enforcing or defending (i) any of its rights or remedies under this Master Agreement or otherwise granted to it by law or in equity, or (ii) any provision of this Master Agreement, or (iii) any of Customer's obligations under this Master Agreement. The provisions of this Section 9 will survive the termination or expiration of this Master Agreement.

**10. Return of Vehicles:** At the expiration of each Supplemental Agreement or Extension Agreement, Customer shall, at its expense, return the Vehicle leased under the Supplemental Agreement or Extension Agreement to and into the custody of HORSEPOWER FLEET SERVICES, in the same repair, condition and working order as at the commencement of the Supplemental Agreement, reasonable wear and tear resulting from proper use excepted. Any damages over \$1500.00 customer will be required to repair or a claim may be filed with their respective insurance provider. Vehicles used by state, local, or national law enforcement divisions, road crews or other agencies that require lighting, communication, or investigation equipment will not be charged fees or penalties for holes, markings or damages associated with the mounting, installation, or removal of that equipment as long as it is performed by certified installers and facilities.

**11. Tires:** There will be no charge for wear, use or condition of the tires upon return of the vehicle, unless the original tires have been replaced or exchanged for another brand or rim; on which occasion the cost to return the unit to original factory specifications will be back billed.

**12. Default by Customer; Remedies of HORSEPOWER FLEET SERVICES; Waiver of Bond:** Any of the following events or conditions shall constitute an event of default: (1) Customer's failure to pay when due any Lease Charges, customer will be granted a 10 day grace period; (2) Customer's failure to perform, or its violation of any other term, covenant or condition of this Master Agreement or any Supplemental Agreement or Extension Agreement and the failure to cure same within five days after the occurrence; (3) seizure of the Vehicle under legal process; (4) failure of Customer to report, at the request of HORSEPOWER FLEET SERVICES, the miles and hours on the vehicle. While an event of default exists, HORSEPOWER FLEET SERVICES shall have the right to exercise any one or more of the following remedies: (1) terminate this Master Agreement and all Supplemental Agreements and Extension Agreements held with the Customer; (2) sue for any damages incurred by HORSEPOWER FLEET SERVICES due to the event of default and/or termination of the contract between HORSEPOWER FLEET SERVICES and Customer; (3) require Customer to redeliver any and all leased Vehicles immediately to HORSEPOWER FLEET SERVICES as provided in Section 10; or (4) repossess any and all Vehicles without notice, legal process, prior judicial hearing, or liability for trespass or other damage, Customer voluntarily and knowingly agrees to and waives the same. If HORSEPOWER FLEET SERVICES attempts but is unable to repossess the Vehicle for any reason whatsoever, HORSEPOWER FLEET SERVICES may, at its option, declare the Vehicle to be a total loss, in which case Customer shall pay to HORSEPOWER FLEET SERVICES the Termination Payment and the provisions of Section 7 will apply. All of the foregoing remedies are cumulative and are in addition to any other rights or remedies available to HORSEPOWER FLEET SERVICES at law or in equity. HORSEPOWER FLEET SERVICES may enforce any of its rights separately or concurrently and in such order as HORSEPOWER FLEET SERVICES determines. In any proceeding by HORSEPOWER FLEET SERVICES to recover possession of the Vehicle, HORSEPOWER FLEET SERVICES shall not be required to post a bond or other security or undertaking, and Customer hereby waives any right to require, and any requirement for, any such bond or other security or undertaking.

**13. Payments by HORSEPOWER FLEET SERVICES; Interest:** If Customer fails to pay any amount which it is required to pay or to perform any of its obligations under this Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s), HORSEPOWER FLEET SERVICES may, at its option, pay such amount or perform such obligation; and Customer shall, on demand by HORSEPOWER FLEET SERVICES, reimburse HORSEPOWER FLEET SERVICES for the amount of such payment or the cost of such performance. Customer shall pay HORSEPOWER FLEET SERVICES interest at one- and-a half percent (1½%) per month or at the highest lawful rate, whichever is lower, that may be charged on amounts payable by Customer under any provision of this Agreement (i) from the due date thereof until it is paid, or (ii) in the case of any amount paid or any cost incurred by HORSEPOWER FLEET SERVICES, from the date of such payment or the expenditure of such cost until HORSEPOWER FLEET SERVICES receives reimbursement therefore.

**14. Extension of term:** HORSEPOWER FLEET SERVICES and the customer agree that after the 12 month term has expired, both parties will evaluate a potential extension of term or second year of service for each vehicle individually. The lease fees are subject to change dependant upon the current residual and wholesale values of each vehicle. Both parties must agree to new terms with an Extension Agreement signed and filed for the extension to take effect.

**15. Assignment:** This Master Agreement and all Supplemental Agreement(s) and Extension Agreement(s) are agreements for lease only and Customer shall not be deemed an agent or employee of HORSEPOWER FLEET SERVICES for any purpose. Customer will not sell, assign, transfer, lease, pledge or otherwise encumber any Vehicle or any of Customer's rights under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) or in or to the Vehicle, or permit any of its rights under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) to be subject to any lien, charge or encumbrance of any nature. HORSEPOWER FLEET SERVICES may, subject to the terms of this Master Agreement and corresponding Supplemental Agreement(s) or Extension Agreement(s), sell, transfer or assign any of its rights in or to any Vehicle or under this Master Agreement. Subject to the provisions of this Section, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of HORSEPOWER FLEET SERVICES and Customer.

**16. Termination:** This Master Agreement will become effective upon its execution and continues until it is terminated by an affirmative revocation by either party or as provided herein. Each Supplemental Agreement terminates at the expiration of the lease term as set forth in the terms of the Supplemental Agreement (the "Lease Term"), or at the expiration of any mutually agreed upon Extension Agreement. If the Customer wishes to terminate its Supplemental or Extension Agreement prior to the stated expiration ("Early Termination") it must either (a) return the Vehicle to HORSEPOWER FLEET SERVICES in a leasable condition, or (b) inform HORSEPOWER FLEET SERVICES five (5) days prior to the proposed Early Termination date that the Customer wishes for HORSEPOWER FLEET SERVICES to pick up its Vehicle. Early termination of Master Lease Agreement must be approved in writing by HORSEPOWER FLEET.



**17. Governing Law; Jurisdiction; Venue:** This Master Agreement and all Supplemental Agreements and Extension Agreements shall be governed by and construed in accordance with the law of the State of Utah and jurisdiction and venue shall properly lie in the County Court in and for Utah County.

**18. Attorneys' Fees:** Customer agrees to pay for all of HORSEPOWER FLEET SERVICES's reasonable legal fees and costs, including, without limitation, disbursements, court costs, the cost of appellate and post judgment proceedings, the cost of bankruptcy proceedings, including, but not limited to filing and contesting a claim, and paralegal and law clerk fees, whether or not an action is brought, for the services of counsel employed to enforce any of the obligations contained in this Master Agreement or the corresponding Supplemental Agreements or Extension Agreements.

**19. Severability of Provisions:** If any provision of this Master Agreement or the Supplemental Agreement(s) or Extension Agreement(s), or the application of any such provision to any person or circumstance is held to be illegal, invalid, or unenforceable, the remainder of such agreement will not be affected by such finding, and in lieu of each provision that is illegal, invalid, or unenforceable a provision will be added as part of such agreement as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable..

**20. Entire Agreement; Amendment and Waiver; Facsimile and Counterparts:** This Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s) constitute the entire agreement and understanding between HORSEPOWER FLEET SERVICES and Customer relating to the Vehicle and the subject matter hereof, and supersedes all prior agreements or understandings, whether written or oral, among the Parties to this Master Agreement and the with respect to the subject matter hereof. This Master Agreement and any Supplemental Agreement and Extension Agreement may be amended only by written agreement executed by all of the Parties hereto, and no provision of this Master Agreement or corresponding Supplemental Agreement (s) or Extension Agreement(s) and no right or obligation of either party under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) may be waived except by written agreement executed by the party waiving the provision, right or obligation. A facsimile of this Master Agreement and/ or corresponding Supplemental Agreement(s) and Extension Agreement(s), or any part of thereof, shall be enforceable as an original. This Master Agreement or corresponding Supplemental Agreement (s) or Extension Agreement(s) may be executed and enforced in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I have read this Agreement and agree to its terms:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

**\*Attach a copy of your current insurance card**

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**NOVEMBER 15, 2016**

Agenda Item: J

<b>TITLE:</b>	Approving proposed Bylaws for the Old Spanish Trail Arena Advisory Committee
<b>FISCAL IMPACT:</b>	N/A
<b>PRESENTER(S):</b>	Steve Swift, OSTA Manager

**Prepared By:**

Steve Swift  
(435) 259-6226

**FOR OFFICE USE ONLY:**

**Attorney Review:**

Yes

**RECOMMENDATION:**

I move to approve the proposed Bylaws for the OSTA advisory committee bylaws and authorize the Chair to sign all associated documents

**BACKGROUND:**

The Old Spanish Trail Arena Advisory Committee was formed in 2011 by Resolution No. 2966, which states that Bylaws are to be created. An initial set of Bylaws was drafted by the Committee in June 2012 for Council approval and re-drafted in February 2016. A redlined version illustrates the more recent updates.

The yearly review of the advisory committee bylaws has identify some need for additional bylaws relating to committee members failure to turn up for meetings for long periods of time.

**ATTACHMENT(S):**

1. Proposed bylaws
2. Resolution enabling the Committee

**Old Spanish Trail Arena Advisory Committee By-laws  
Grand County, Utah**

**ARTICLE 1.  
Name and authorization**

This organization shall be called the Old Spanish Trail Arena Advisory Committee (hereinafter "**Advisory Committee**" or "Committee"). The Advisory Committee is authorized by Grand County Resolution No. 2966 ("Resolution 2966"). The Advisory Committee exercises authority and assumes responsibilities delegated to it under these authorities.

**ARTICLE 2.  
Purpose of Advisory Committee**

**Introduction and Purpose of Old Spanish Trail Arena Advisory Committee:** Pursuant to Resolution 2966, The purpose of the Advisory Committee shall be to develop the master plan with a view to provide a publicly balanced direction with diversified events and to give advice and recommendations to Old Spanish Trail Arena (hereinafter "**OSTA**") management and the Grand County Council (hereinafter "**Council**") as to the direction of the OSTA over the next 10 years so as to be a viable enterprise aligned with the future trends. The Old Spanish Trail Arena Advisory Committee Members (hereinafter "**Committee Member(s)**") shall in all cases act as a committee, and they may adopt such rules and regulations for the conduct of their meetings and the management of the Advisory Committee as the Committee may deem proper, not inconsistent with Resolution 2966, County ordinances, and Council direction and approval.

**ARTICLE 3.  
Advisory Committee Members**

All members of the Advisory Committee will be residents in good standing of Grand County and must be 21 years of age or older.

The Advisory Committee shall comprise 7 members who are interested in the development and future of OSTA and its community use. Membership should collectively include a range of interests to achieve a balanced approach. Membership shall include the Manager of OSTA (the "OSTA Manager") or the OSTA Manger's designee.

Each Committee Member will serve a two-year term with initial terms being staggered and with lengths as appropriate.

Committee Members should attend scheduled meeting faithfully and perform their responsibilities dutiful. If circumstances prevent faithful attendance and performance of a Committee Member, the member should resign from the Advisory Committee. Committee Members shall attend at least one third of the total scheduled meetings within the calendar year. Committee Members shall notify the Chairperson and/or the OSTA Manager if they are unable to attend a scheduled meeting. If the Committee Member has two un-notified absences in a row or misses one third of the total scheduled meetings within a calendar year, it is considered unfaithful attendance.

The Advisory Committee may remove a Committee Member, upon majority vote of a quorum, for not performing the Committee Member's duties and not faithfully attending scheduled meetings, only after a hearing and after the Committee Member has been given a copy of the reasons for removal at least ten days prior to the hearing. The Committee Member shall have an opportunity to be heard in person by the Advisory Committee.

A Committee Member may resign at any time by giving written notice to the Advisory Committee, the Chairperson or OSTA Manager. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Advisory Committee or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

If unforeseen circumstances arise preventing a Committee Member from performing their duties and responsibilities for an extended amount of time, but anticipates a return, the Committee Member may recommend a substitute to serve during the time period of absence. When a recommendation for a substitute Committee Member is made, a *Board and Commission Application and Certification Form* shall be submitted at the same time, and the matter will be handled procedurally in the same manner as if there were a vacancy. If the Advisory Committee approves, upon the majority vote of a quorum, the Committee Member's recommended substitute, the substitute Committee Member shall fill the temporarily vacant position until the Committee Member's return, subject to all governing Advisory Committee ordinances, resolutions, rules, and By-laws.

#### ARTICLE 4.

## Officers

Officers shall include a Chairperson and Vice-Chair, each of whom shall be a member of the Advisory Committee.

At the first meeting of the Committee, the Chairperson and Vice-Chairperson shall be elected from the Advisory Committee membership. As of January 1, 2017, the Chairperson and Vice-Chairperson shall be elected by and from the Advisory Committee membership at the first meeting of the year. The Chairperson and Vice-Chairperson shall serve for a term of two years. To qualify for election as Chairperson, an individual must have been a Committee Member for at least one year.

**Commented [A1]:** I feel a 2 year term for officers would keep a momentum going.

The Chairperson, with approval of the Advisory Committee, shall appoint a secretary to take minutes of meetings, distribute authorized documents, give notice of meetings and provide and circulate an agenda, all under the direction of the Chairperson.

### The Chairperson shall:

1. Set the agenda for the regular monthly meetings.
2. Conduct the meetings.
3. Submit minutes for County retention at the OSTA office.
4. Establish subcommittees to address pertinent issues and topics as they arise.

### The Vice-Chairperson shall:

1. Assist the Chairperson in the discharge of the duties of the Chairperson.
2. Fulfill the duties of the Chairperson in his/her absence.

### The Secretary shall:

1. Take minutes at monthly meetings to capture the essence of the meeting.
2. Send the draft of the minutes to the Chair.
3. Draft letters as requested by the Chair or Vice-Chair.
4. Keep attendance and sign-up sheets.
5. May be assigned other clerical duties.

## ARTICLE 5. Order of Business

The normal order of business at regular meetings of the Advisory Committee shall be:

1. Call to Order/Open Meeting
2. Approval of Minutes
3. Citizens to be Heard
4. OSTA Manager's Report
5. Committee Member Reports
6. Old Business-Tabled Items
7. Outstanding Business items
8. New Business
9. Future Agenda(s)
10. Adjournment

#### **ARTICLE 6.**

##### **Advisory Committee Responsibilities and Authority**

Pursuant to Resolution 2966, the Advisory Committee is an advisory body to the Grand County Council and the OSTA Manager, and its responsibilities and authority are to:

1. Provide the Council/OSTA Manager with facts, opinions, advice, and recommendations on issues related to the development of the OSTA site to better serve the community;
2. Provide insight and recommendations on better positioning OSTA to recover costs, produce revenue and to become more financially viable;
3. Promote the facility as a multifunctional event venue for all potential users while simultaneously maintaining the value of the property as a community asset;
4. Work with the Grand County Community Development Department and Grand County Planning Commission (if required) in developing OSTA in compliance to the Grand County Land Use Code, the Grand County General Plan and other relevant ordinances and requirements so OSTA can serve as an example to the community;
5. Promote unity between local business and user groups regarding

- events, sponsorship/fundraising and increased revenue to local business with Grand County;
6. Select work projects by consensus to develop the arena complex in line with event trends to further promote OSTA as a business venue;
  7. Assist OSTA staff with reports on requests from Council regarding OSTA development; and
  8. Give advice on priorities for event planning, project planning and construction with input from each Committee Member, OSTA staff and other concerned members of the public.

Notwithstanding the above, and pursuant to Resolution 2966:

1. The OSTA Manager and the OSTA Manager's staff will have the autonomy to direct donated funds to other projects they deem important and also to comply with Occupational Health and Safety and with local codes, laws and policies;
2. The Advisory Committee will not attempt to give advice on expenditures of the maintenance budget which will remain the sole responsibility of the OSTA Manager and staff; and
3. The Advisory Committee will not attempt to supervise OSTA employees, dictate their work tasks or influence personnel decisions related to OSTA employees.

#### **ARTICLE 7. Meetings**

The OSTA Advisory Committee shall meet monthly, or as deemed appropriate by the Advisory Committee. OSTA Advisory Committee meetings shall be conducted in compliance with the Utah Open and Public Meetings Act, Utah Code Title 52, Chapter 4. The Advisory Committee will adopt Robert's Rules of Order in conducting its meetings. Subcommittee meetings are subject to the Utah Open and Public Meetings Act, but subcommittees shall not constitute a quorum for the purpose of transacting OSTA Advisory Committee business. OSTA Advisory Committee Members may attend or conduct business via phone or email to vote or **give advice** on Advisory Committee matters as long as a quorum is achieved; this should be an exception rather than a rule.

Special meetings may be called as needed.

The Chairperson shall preside over the meetings, create subcommittees if necessary, assign members to serve on the subcommittees and authorize calls for meetings.

In the absence of the Chairperson, the Vice-Chair shall exercise the Chairperson's functions and may, upon the request of the Chairperson, take over any functions the Chairperson is unable to perform.

The OSTA Manager shall be a liaison and advisor to the Advisory Committee and attend meetings or may appoint someone from the OSTA staff to attend.

**Quorum:** Four members of the OSTA Advisory Committee shall be present to constitute a quorum for the transaction of OSTA Advisory Committee business.

Notwithstanding that four Committee Members make a quorum, and regardless of the size of the quorum present at an Advisory Committee meeting, the affirmative vote of four Committee Members shall be required to pass a motion or take other Advisory Committee action at a meeting of the Advisory Committee.

**Minutes:** The Chairperson, with approval of the Committee Members, shall appoint a secretary to take minutes of meetings, distribute authorized documents, give notice of meetings and provide and circulate an agenda, all under the direction of the Chairperson. Once the OSTA Advisory Committee has approved the minutes, the official signed copy of the minutes, including any approved corrections, shall be forwarded to the OSTA Manager for retention/storage.

## **ARTICLE 8. Compensation**

OSTA Advisory Committee Members' work is completely voluntary and will not require to be reimbursed for associated expenses. Minor stationery items may be supplied from the OSTA maintenance budget.

## **Article 9. Amendments**

The bylaws will be reviewed by the Advisory Committee at the beginning of each calendar year. Amendments will be recommended to the County Council for approval as per County Ordinance 472.

DRAFT

Needs County Council Approval

**Old Spanish Trail Arena Advisory Committee By-laws**  
**Grand County, Utah**

**ARTICLE 1.**  
**Name and authorization**

This organization shall be called the Old Spanish Trail Arena Advisory Committee (hereinafter "**Advisory Committee**"). or "**Committee**"). The Advisory Committee is authorized by Grand County Ordinance Resolution No. 2966. ("**Resolution 2966**"). The Advisory Committee exercises authority and assumes responsibilities delegated to it under these authorities.

**ARTICLE 2.**  
**Purpose of Advisory Committee**

**Introduction and Purpose of Old Spanish Trail Arena Advisory Committee:** Pursuant to Resolution 2966, The purpose of the Advisory Committee shall be to develop the master plan with a view to provide a publicly balanced direction with diversified events and to give advice and recommendations to Old Spanish Trail Arena (hereinafter "**OSTA**") management and the Grand County Council (hereinafter "**Council**") as to the direction of the OSTA over the next 10 years so as to be a viable enterprise aligned with the future trends. The Old Spanish Trail Arena Advisory Committee Members (hereinafter "**Committee Member(s)**") shall in all cases act as a committee, and they may adopt such rules and regulations for the conduct of their meetings and the management of the Advisory Committee, as ~~they~~ the Committee may deem proper, not inconsistent with Resolution 2966, County ordinances, and Council direction and approval.

**ARTICLE 3.**  
**Advisory Committee Members**

All members of the Advisory Committee will be residents, in good standing, of Grand County and must be 21 years of age or older.

The Advisory Committee shall comprise of 7 members who are interested in the development and future of OSTA and its community use. Membership should collectively include a range of interests to achieve a balanced approach. Membership shall include the Manager of OSTA (the "**OSTA Manager**") or the

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Needs County Council Approval

OSTA Manger's designee.

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Committee Members should attend scheduled meeting faithfully and perform their responsibilities dutiful. If circumstances prevent faithful attendance and performance of a Committee Member, the member should resign from the Advisory Committee. Committee Members shall attend at least one third of the total scheduled meetings within the calendar year. Committee Members shall notify the Chairperson and/or the OSTA Manager if they are unable to attend a scheduled meeting. If the Committee Member has two un-notified absences in a row or misses one third of the total scheduled meetings within a calendar year, it is considered unfaithful attendance.

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A Committee Member may resign at any time by giving written notice to the Advisory Committee, the ~~Chairman~~Chairperson, or OSTA Manager. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Advisory Committee or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

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Needs County Council Approval

rules, and By-laws.

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**ARTICLE 4,  
Officers**

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Officers shall include a Chairperson and Vice-Chair, each of whom shall be a member of the Advisory Committee.

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At the first meeting of the Committee, the Chairperson and Vice-Chairperson shall be elected from the ~~committee~~ Advisory Committee membership, and then annually. As of January 1, 2017, the Chairperson and Vice-Chairperson shall be elected by and from the Advisory Committee membership at the first meeting of each calendar year. The Chairperson and Vice-Chairperson shall serve for a term of two years. To qualify for election as Chairperson, an individual must have been a Committee Member for at least one year.

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~~Officers shall include a Chairperson and Vice-Chair, who shall be members of the Committee.~~

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The Chairperson, with approval of the Advisory Committee, shall appoint a secretary to take minutes of meetings, distribute authorized documents, give notice of meetings and provide and circulate an agenda, all under the direction of the Chairperson.

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**The Chairperson shall:**

1. Set the agenda for the regular monthly meetings,
2. Conduct the meetings,
3. Submit minutes for County retention at the OSTA office,
4. Establish subcommittees to address pertinent issues and topics as they arise,

**The Vice-Chairperson shall:**

1. Assist the Chairperson in the discharge of the duties of the Chairperson,
2. Fulfill the duties of the Chairperson in his/her absence,

**The Secretary shall:**

1. Take minutes at monthly meetings to capture the essence of the meeting,
2. Send the draft of the minutes to the Chair,

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- 3. Draft letters as requested by the Chair or Vice-Chair,
- 4. Keep attendance and sign-up sheets,
- 5. May be assigned other clerical duties,

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**ARTICLE 5,  
Order of Business**

The normal order of business at regular meetings of the Board Advisory Committee shall be:

- 1. Call to Order/Open Meeting
- 2. Approval of Minutes
- 3. Citizens to be Heard
- 4. OSTA Manager's report Report
- 5. Board Committee Member Reports
- 6. Old Business-Tabled Items
- 7. Outstanding Business items
- 7.8. New Business
- 8.9. Future Agenda(s)
- 9.10. Adjournment

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**ARTICLE 6,  
Advisory Committee Responsibilities and Authority**

~~The OSTA Pursuant to Resolution 2966, the Advisory Committee, being is an advisory body to the Grand County Council/ and the OSTA Manager, is hereby authorized and its responsibilities and authority are to;~~

- 1. Provide the Council/OSTA Manager with facts, opinions, advice, and recommendations on issues related to the development of the OSTA site to better serve the community;
- 2. Provide insight and recommendations on better positioning OSTA to recover costs, produce revenue and to become more financially viable;
- 3. Promote the facility as a multifunctional event venue for all potential users while simultaneously maintaining the value of the property as a community asset;

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4. Work with the Grand County Community Development Department and Grand County Planning Commission (if required) in developing OSTA in compliance to the Grand County Land Use Code, the Grand County General Plan and other relevant ordinances and requirements so OSTA can serve as an example to the community.
5. Promote unity between local business and user groups regarding events, sponsorship/fundraising and increased revenue to local business with Grand County.
6. Select work projects by consensus to develop the arena complex in line with event trends to further promote OSTA as a business venue.
7. Assist OSTA staff with reports on requests from Council regarding OSTA development; and
8. Give advice on priorities for event planning, project planning and construction with input from each Committee Member, OSTA staff and other concerned members of the public.

Notwithstanding the above, and pursuant to Resolution 2966:

1. The OSTA Manager and the OSTA Manager/Manager's staff will have the autonomy to direct donated funds to other projects they deem important and also to comply with Occupational Health and Safety and with local codes, laws and policies.
2. The Advisory Committee will not attempt to give advice on expenditures of the maintenance budget which will remain the sole responsibility of the OSTA Manager and staff; and
3. The Advisory Committee will not attempt to supervise OSTA employees, dictate their work tasks or influence personnel decisions related to OSTA employees.

ARTICLE 7,

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**Meetings**

The OSTA Advisory Committee shall meet monthly, or as deemed appropriate by the ~~committee~~ Advisory Committee. OSTA Advisory Committee meetings shall be conducted in compliance with the Utah Open and Public Meetings Act, Utah Code Title 52, Chapter 4. The Advisory Committee will adopt Robert's Rules of Order in conducting its meetings. Subcommittee meetings are ~~not~~ subject to the Utah Open and Public Meetings Act, ~~and~~ but subcommittees shall not constitute a quorum for the purpose of transacting OSTA Advisory Committee business. OSTA Advisory Committee Members may attend or conduct business via phone or email to vote or advise give advice on Advisory Committee matters as long as a quorum is achieved; this should be an exception rather than a rule.

Special meetings may be called as needed.

The Chairperson shall preside over the meetings, create subcommittees if necessary, assign members to serve on the subcommittees and authorize calls for meetings. ~~The Chairperson shall perform the duties of an executive officer.~~

In the absence of the Chairperson, the Vice-Chair shall exercise the Chairperson's functions and may, upon the request of the Chairperson, take over any functions the Chairperson is unable to perform.

The OSTA ~~manager~~ Manager shall be a liaison and advisor to the Advisory Committee and attend meetings or may appoint someone from the OSTA staff to attend.

**Quorum:** Four members of the OSTA Advisory Committee shall be present to constitute a quorum for the transaction of OSTA Advisory Committee business.

Notwithstanding that four Committee Members make a quorum, and regardless of the size of the quorum present at an Advisory Committee meeting, the affirmative vote of four Committee Members shall be required to pass a motion or take other Advisory Committee action at a meeting of the Advisory Committee.

**Minutes:** The Chairperson, with approval of the Committee Members, shall appoint a secretary to take minutes of meetings, distribute authorized documents, give notice of meetings and provide and circulate an agenda, all under the direction of the Chairperson. ~~Once the OSTA Advisory Committee has~~

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approved the minutes, the official signed copy of the minutes, including any approved corrections, shall be forwarded to the OSTA Manager for retention/storage.

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**ARTICLE 8,  
Compensation**

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OSTA Advisory Committee Members' work is completely voluntary and will not require to be reimbursed for associated expenses. Minor stationery items may be supplied from the OSTA maintenance budget.

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**Article 9,  
Amendments**

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The bylaws will be reviewed by the Advisory Committee at the beginning of each calendar year. Amendments will be recommended to the County Council for approval as per County Ordinance 472.

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**RESOLUTION NO. 2966**

**A RESOLUTION FORMALLY ESTABLISHING THE GRAND COUNTY  
“OLD SPANISH TRAIL ARENA ADVISORY COMMITTEE”**

**WHEREAS**, the Grand County Old Spanish Trail Arena (OSTA) has been previously developed without formal approvals, public advice or direction from an organized citizen committee;

**WHEREAS**, it is crucial to have a publically balanced direction for the Old Spanish Trail Arena to provide to the community a facility that has diversified events, is more cost effective and yet retains the equine use for which the complex was initially established;

**WHEREAS**, the arena development master plan has recently been produced as a draft document and now should be reviewed, amended and recommended for approval by a citizen committee, and then modified if necessary and presented to Council for final approval and possible future inclusion into the Grand County General Plan by vote of the Grand County Council;

**WHEREAS**, Future direction and recommendation for arena projects will be best satisfied with an advisory committee;

**WHEREAS**, the Grand County Council resolves to formally establish the “Old Spanish Trail Arena Advisory Committee;”

**NOW THEREFORE**, the Council hereby resolves to formally establish through resolution the Grand County “Old Spanish Trail Arena Advisory Committee” as follows:

**Purpose:** The purpose of the Advisory Committee shall be to develop the master plan with a view to provide a publically balanced direction with diversified events and to give advice and recommendations to OSTA management and Council as to the direction of the Old Spanish Trail Arena over the next 10 years so as to be a viable enterprise aligned with the future trends. The members shall in all cases act as a Committee, and they may adopt such rules and regulations for the conduct of their meetings and the management of the Committee, as they may deem proper, not inconsistent with this Resolution, County ordinances and Council direction and approval, and the laws of this State of Utah.

**Committee Responsibilities and Authority:** “The Old Spanish Trail Arena Advisory Committee” being an advisory body to the Grand County Council/OSTA Manager is hereby authorized to:

1. Provide the Council with facts, opinions, advice, and recommendations on issues related to the development of the OSTA site to better serve the community.

2. Provide insight and recommendations on better positioning OSTA to recover costs, produce revenue and to become more financially viable.
3. Promote the facility as a multifunctional event venue for all potential users while simultaneously maintaining the value of the property as a community asset.
4. Work with the Community Development Department and County Planning Commission (if required) in developing OSTA in compliance to the Land Use Code, the General Plan and other relevant ordinances and requirements so OSTA can serve as an example to the community.
5. Promote unity between local business and user groups regarding events, sponsorship/fundraising and increased revenue to local business within Grand County.
6. Select work projects by consensus to develop the arena complex in line with event trends to further promote OSTA as a business venue.
7. Assist OSTA staff with reports on requests from Council regarding OSTA development.
8. Give advice on priorities for event planning, project planning and construction with input from each Committee member, OSTA staff and other concerned members of the public.
9. Notwithstanding the above, the OSTA manager/staff will have the autonomy to direct donated funds to other projects they deem important and also to comply with Occupational Health and Safety and with local codes, laws and policies.
10. The Committee will not attempt to give advice on expenditures of the maintenance budget which will remain the sole responsibility of the OSTA Manager and staff.
11. The Committee will not attempt to supervise OSTA employees, dictate their work tasks or influence personnel decisions related to OSTA employees.

**The Old Spanish Trail Arena Advisory Committee:** The Advisory Committee shall comprise of 7 members who are interested in the development and future of the Old Spanish Trail Arena and its community use. Committee membership should collectively include a range of interests to achieve a balanced approach. Organizations that may be invited could include, but are not limited to:

- MHSA/APSA/APHA/4H
- Canyonlands Rodeo Club
- Wabi Sabi
- USTRC
- Red Rock Four Wheelers
- LMO Archery
- NADAC / DOCNA Dog Show
- Moab Points and Pebbles
- Members of the General Public
- County Council Members
- OSTA Staff

**OSTA Advisory Committee Members:** The initial OSTA Committee Members shall be selected by the typical board/committee application process and an interview panel which may be comprised of County staff, Recreation District representatives, County Council Members or others as appropriate.

1. At the first meeting a Chairperson and Vice-Chairperson shall be elected from the committee membership, and then annually elected at the first meeting of each calendar year.
2. All members of the committee will be residents, in good standing, of Grand County and must be 21 years of age or older.
3. Advisory Committee Members appointed to fill mid-term vacancies shall serve until the end of the term of the member being replaced and then will be eligible to serve one more full term.
4. Officers shall include a Chair and Vice Chair who shall be members of the Committee.
5. The Chair shall preside over the meetings, create subcommittees if necessary, assign members to serve on the subcommittees and authorize calls for meetings. The Chair shall perform the duties of an executive officer.
6. In the absence of the Chair, the Vice Chair shall exercise the Chair's functions and may, upon the request of the Chair, take over any functions the Chair is unable to perform.
7. The OSTA Manager shall be a liaison and advisor to the Committee and attend meetings or may appoint someone from the OSTA staff to attend.
8. The OSTA Representative (OSTA Manager or designee) will be a voting member of the Committee.
9. The Chair, with approval of the Committee, shall appoint a secretary to take minutes of meetings, distribute authorized documents, give notice of meetings and provide and circulate an agenda, all under the direction of the Chair.
10. Each Committee Member will serve a two-year term, with initial terms being staggered and with lengths as appropriate.
11. A Committee Member may resign at any time by giving written notice to the Committee, the Chairman or OSTA Manager. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Committee or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

**The Chairperson shall:**

- Set the agenda for the regular monthly meetings.
- Conduct the meetings.
- Submit minutes for County retention at the OSTA office.
- Establish subcommittees to address pertinent issues and topics as they arise.

**The Vice-Chairperson shall:**

- Assist the Chairperson in the discharge of the duties of the Chair.
- Fulfill the duties of the Chairperson in his/her absence.

**OSTA Committee Appointees:** The Chairperson with approval from the Committee will appoint a secretary to act on behalf of the OSTA Advisory Committee.

**The Secretary shall:**

- Take minutes at monthly meetings to capture the essence of the meeting.
- Send the draft of the minutes to the Chair.
- Draft letters as requested by the Chair or Vice-Chair.
- Keep attendance and sign-up sheets.
- May be assigned other clerical duties.

**The OSTA Advisory Committee Subcommittees:** The OSTA Advisory Committee subcommittees will be comprised of a suitable number of members to fulfill their assignment, headed by a Chairperson and Vice-Chairperson if necessary, and will include representation from the various user groups associated with OSTA. The subcommittee will be voted on by the OSTA Advisory Committee in OSTA Advisory Committee meetings as needed. These subcommittees shall make recommendations to the OSTA Advisory Committee.

**Compensation:** OSTA Advisory Committee Members' work is completely voluntary and will not require to be reimbursed for associated expenses. Minor stationery items may be supplied from the OSTA maintenance budget.

**Quorum:** Four members of the OSTA Advisory Committee shall be present to constitute a quorum for the transaction of OSTA Advisory Committee business.

**Meetings:** The OSTA Advisory Committee shall meet monthly, or as deemed appropriate by the committee. OSTA Advisory Committee meetings shall be conducted in compliance with the Utah Open and Public Meetings Act, Utah Code Title 52, Chapter 4. The Committee will adopt **Robert's Rules of Order** in conducting its meetings. Subcommittee meetings are not subject to the Utah Open and Public Meetings Act, and subcommittees shall not constitute a quorum for the purpose of transacting OSTA Advisory Committee business. OSTA Advisory Committee Members may attend or conduct business via phone or email to vote or advise in Committee matters as long as a quorum is achieved. This should be an exception rather than the rule.

Special meetings may be called as needed.

**Minutes:** Once the OSTA Advisory Committee has approved the minutes, the official signed copy of the minutes, including any approved corrections, shall be forwarded to the OSTA Manager for retention/storage.

**Duration:** The OSTA Advisory Committee shall remain in effect until the Grand County Council adopts a resolution dissolving said Committee.

This Resolution was duly and regularly introduced and passed by vote at a regular meeting of the Grand County Council, State of Utah, on the 15<sup>th</sup> day of November 2011:

APPROVED this 15th day of November, 2011, by the following vote:

AYE Baird, Conrad, Holyoak, Ballantyne, Graham

NAY \_\_\_\_\_

ABSENT: Nyland, Ciarus

ATTEST:

GRAND COUNTY COUNCIL

Diana Carroll  
Diana Carroll, Clerk/Auditor

Chris Baird  
Chris Baird, Chair

**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**NOVEMBER 15, 2016**

Agenda Item: K

<b>TITLE:</b>	Approving proposed "Comprehensive Statewide Wildland Fire Prevention, Preparedness & Suppression Policy" agreement with Utah Division of Forestry, Fire, and State Lands effective January 1, 2017
<b>FISCAL IMPACT:</b>	Savings to the County - TBD
<b>PRESENTER(S):</b>	Chairwoman Tubbs and Jason Johnson, Southeast Area Manager, Utah Division of Forestry, Fire, and State Lands

**Prepared By:**

Elizabeth Tubbs  
 Council Chair

**BACKGROUND:**

The Wildland Fire Policy legislation (SB 122 and SB 212) passed unanimously in the 2016 legislative session. The legislation goes into effect on January 1, 2017, for eligible entities (counties, SSD's, municipalities) who sign on to the voluntary cooperative agreement (attached). The effect of the legislation is to shift responsibilities for prevention and mitigation and preparedness to the participating entity, while the responsibility for suppression (after initial attack) shifts to the State (FFSL). The cost to entities is incurred as a "participation match" which is based on a ten-year history of actual fire costs (dropping the high and the low years) as well as the percentage of high, medium and low acreage of fire related risk. For Grand County the participation match total for 2017 is \$46,742.00. This represents in a decrease in total fire costs from previous years.

The County Fire Warden agreement and function remains generally unchanged. The Fire Warden position is funded jointly by the County and FFSL and the associated costs are not included in the participation match. The amended FW agreement is also included in this packet for your reference. There are additional expenses born by the county related to fire and these can be found in the "tentative budget" under Fire Control 10-4222.

If the County signs on to the Cooperative Agreement several factors need to be considered.

1. The County has responsibility for Initial Attack (the estimated amount in the budget for 2017 is \$13, 880.00 (10-4222-390-000).
2. The County needs to delegate authority for extended attack to another entity – ***someone in the County has to be responsible for the delegation.***
3. The \$\$ amount of the participation match remains in the County and is to be spent on prevention, mitigation and preparedness. A list (attached) of possible actions and activities for each of these areas is attached with a minimum and maximum % of the match amount for each area. The list is not all inclusive and other actions will be added as appropriate. ***The County is responsible for accomplishing the identified match actions as well as the means to get them done.***

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

If the County declines to enter into the Cooperative Agreement they'll be on their own. All fire suppression costs fall to the county.

**ATTACHMENT(S):**

1. County Fire Warden Agreement between the Utah Division of Forestry, Fire and State Lands
2. Cooperative Agreement between the Utah Division of Forestry, Fire and State Lands
3. Utah Wildfire Risk Assessment
4. Participation commitment actions

**COUNTY FIRE WARDEN AGREEMENT  
BETWEEN THE  
UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS  
AND**

These additional terms related to the county fire warden are required for counties participating directly as a “participating entity” or indirectly through another “eligible entity” (e.g., fire district) in the Division of Forestry, Fire and State Lands (FFSL) wildland fire management system, pursuant to Utah Code § 65A-8-209.1 (effective January 1, 2017). The agreement is required for any county with unincorporated private land within the jurisdictional authority of any eligible entity that has entered into a cooperative agreement with FFSL. This agreement revokes and replaces any previous warden agreements between the parties. This agreement shall be effective beginning January 1, 2017.

A county of the fifth class that, as of January 1, 2016, is cost-sharing a fire warden with an adjacent county may continue to do so with the permission of the State Forester, and a county of the sixth class may cost-share a county fire warden with an adjacent county with the approval of the State Forester, pursuant with Utah Code § 65A-8-209.1 (effective 2017).

For the purpose of cooperatively hiring, employing, supervising and compensating a county fire warden, FFSL and [County] hereby agree:

**A. FFSL WILL:**

1. Employ, at a minimum, a seasonal, full-time fire warden, unless exempted in Utah Code § 65A-8-209.1(3)(b) (2017).
2. Recognize the fire warden as a representative of FFSL for wildland fire management on all state and private land within the County(ies). The fire warden will be supervised by FFSL as part of FFSL’s statewide wildland fire program and organization.
3. Pay 50 percent of the fire warden’s compensation (including salary, FICA and employee benefits according to the State system, as applicable) consistent with Utah Code § 65A-8-209.1(2) (2017). All on-call time will be paid by FFSL.
4. Employ an assistant fire warden at the request of the County; the position duration and status will be determined by available funding.
5. Pay for assistant fire warden and other seasonal employees’ on-call time and time spent on FFSL-funded projects. Other duties assigned by the County or participating entity to the assistant fire warden and other seasonal employees will be funded by the County or participating entity. Assistant fire warden and other seasonal employees’ time spent on wildland fire suppression will be billed to the appropriate fire code.

6. Invoice the County for its portion of the costs for the fire warden, assistant fire warden, and other seasonal employees after the conclusion of the State fiscal year (June 30).

7. Provide fire warden support, as outlined in Appendix A, to include the following:

- a. Training;
- b. Winter vehicle;
- c. Office spaces, computer, phone and office supplies;
- d. Fire prevention activities and or materials; and
- e. Other items as applicable.

8. Hold the fire warden accountable for meeting the written objectives in their annual Performance Management Contract developed in cooperation with the County or participating entity and overseen by their FFSL supervisor.

9. Provide and maintain at State expense a vehicle, auxiliary tools, and equipment appropriate for use in wildland fire suppression and associated activities during the statutory closed fire season (June 1 - October 31).

**B. THE COUNTY WILL:**

1. Employ, at a minimum, a seasonal, full-time fire warden, if they are an exempt county as outlined in Utah Code § 65A-8-209.1(3)(b)(2017).

2. Recognize the fire warden as a representative of FFSL for wildland fire management on all state and private land within the County(ies). The fire warden will be supervised by FFSL as part of FFSL's statewide wildland fire program and organization.

3. Reimburse FFSL for 50 percent of the fire warden's compensation (including salary, FICA and employee benefits under the State system, as applicable) consistent with Utah Code § 65A-8-209.1(2)(2017).

4. Employ an assistant fire warden; the position duration and status will be determined by available funding.

5. Pay for assistant fire warden and other seasonal employees. Assistant fire warden and other seasonal employees' time spent on wildland fire suppression will be billed to the appropriate fire code.

6. Reimburse any additional costs associated with the assistant fire warden and other seasonal employees, excluding on-call time, time spent on FFSL-funded projects, and time spent on wildland fire suppression that is billed to a fire code. Reimbursement will be made within 30 days following date of invoice by FFSL.

7. Provide fire warden support, as outlined in Appendix A, to include the following:
  - a. Training;
  - b. Winter vehicle;
  - c. Office spaces, computer, phone and office supplies;
  - d. Fire prevention activities and or materials; and
  - e. Other items as applicable.
  
8. Hold the fire warden accountable for written objectives in their annual Performance Management Contract developed in cooperation with the County or participating entity.
  
9. Ensure cooperative support for the fire warden and wildland fire program from the offices of county sheriff, emergency management director, and other County departments or corresponding offices within a participating entity.

**C. IT IS MUTUALLY AGREED:**

1. The local fire chief having jurisdictional authority is the official representative in structural, personal property and other non-wildland fire protection matters. FFSL will assume no responsibility for suppressing structural, vehicle, landfill or other types of non-wildland fire anywhere in the County or participating entity.
  
2. The qualifications of a fire warden are:
  - a. To be hired, the individual must be minimally qualified as an NWCG Type 4 Incident Commander. If a qualified candidate is not found, an "under-qualified" candidate may be hired if the County, area manager, and state fire management officer agree. If an under-qualified individual is hired, steps will be agreed to by the County and area manager to allow the individual to meet minimum qualifications as quickly as possible. These steps should be outlined in the fire warden's annual Performance Management Contract. The individual will remain on probation until qualifications are met.
  - b. The individual must be able to pass the physical fitness requirements associated with their qualifications as established by NWCG.
  - c. The individual must demonstrate excellent leadership and interpersonal skills, as determined by FFSL.
  - d. The individual or qualified designee must be available to work irregular hours associated with community and fire department meetings and training. The individual shall also coordinate with the county and neighboring FFSL resources to ensure local fire suppression demands are met while the individual is out of the area on training, national and IMT assignments.
  
3. The assistant fire warden must be qualified as a NWCG FFT2 (basic wildland firefighter).

**County:**

\_\_\_\_\_  
County Date

\_\_\_\_\_  
Name/Title Signature

**Division of Forestry, Fire and State Lands:**

\_\_\_\_\_  
FFSL Area Office Date

\_\_\_\_\_  
Name/Title Signature

**Approved as form:**

\_\_\_\_\_  
Name/Assistant Attorney General Signature

**Delegation of Fire Management Authority  
and  
Transfer of Fiscal Responsibility  
between  
Utah Division of Forestry, Fire and State Lands  
and  
[Participating Eligible Entity]**

**Definition as outlined in the Cooperative Agreement for Participating Entities:**

Delegation of Fire Management Authority and Transfer of Fiscal Responsibility (“Delegation”) occur simultaneously with **one** of the following events (check all that apply):

- State or federally owned lands are involved in the incident; or,
- firefighting resources are ordered through an Interagency Fire Center (beyond “pre-planned dispatch”); or,
- at the request of the Participating Entity having jurisdiction by the local fire official on scene; or,
- by decision of the State Forester after consultation with local authorities.

Delegation to FFSL means FFSL or its designee becomes the primary incident commander, in a unified command environment with the agency having jurisdiction.

BASED UPON one of the foregoing having occurred it is hereby agreed by and between the parties that Fire Management Authority and Fiscal Responsibility is hereby delegated and transferred to the Division of Forestry, Fire and State Lands. Responsibility for fire suppression costs depends upon applicable statutes, rules, and agreements.

**Participating Entity Fire Official:**

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Name/Title	Signature
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Date	Time
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**Forestry, Fire and State Lands Official (or designee):**

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Name/Title	Signature
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Date	Time
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Incident Name	Incident Number
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**COOPERATIVE AGREEMENT  
BETWEEN THE  
UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS  
AND**

This agreement shall become effective on January 1, 2017 and is intended to continue for five years from the date of the last authorized signature and may only be amended by mutual written agreement of the parties. In the event of disagreement between this agreement and any statute or regulation, the statute or regulation shall control. No waiver of any terms of this agreement will be valid unless in writing in accordance with R652-122-200 (2017).

**SECTION I: RECITALS AND GLOSSARY OF TERMS**

- A. Pursuant to Utah Code § 65A-8-203 (2017), this Cooperative Agreement is required for a county, municipality, or certain other eligible entity (“Participating Entity”) and the State of Utah, Division of Forestry, Fire, and State Lands (“FFSL”)(collectively “parties”) to cooperatively discharge their joint responsibilities for protecting non-federal land from wildland fire.
- B. Glossary of Terms
- a. Annual Participation Commitment Report – a report prepared by the Participating Entity detailing the expenditures and activities conducted in compliance with the Participation Commitment during the past fiscal year.
  - b. Cooperative Agreement – an agreement between FFSL and an Eligible Entity wherein the Eligible Entity agrees to meet a Participation Commitment and provide Initial Attack for wildland fire, and FFSL agrees to pay for wildland fire suppression costs following a Delegation of Fire Management Authority as found in Utah Code § 65A-8-203.1 (2017), as well as all aviation asset costs charged to the incident.
  - c. Eligible Entity – as defined in Utah Code § 65A-8-203 (2017), a county, municipality, special service district, local district, or service area with wildland fire suppression responsibility as described in Utah Code § 11-7-1 and wildland fire suppression cost responsibility and taxing authority for a specific geographic jurisdiction; or, with approval by the FFSL director, a political subdivision established by a county, municipality, special service district, local district, or service area that is responsible for providing wildland fire suppression services and paying for the cost of wildland fire suppression.
  - d. Extended Attack – actions taken in response to wildland fire after Initial Attack.
  - e. Initial Attack –actions taken by the first resources to arrive at any wildland fire incident. Initial actions may be size-up, patrolling, monitoring, holding action, or

Cooperative Agreement

aggressive suppression action. All wildland fires that are controlled by suppression forces undergo initial attack. The kind and number of resources responding to initial attack varies depending on fire danger, fuel type, values to be protected and other factors. Generally, initial attack involves a small number of resources and the incident size is small. Regardless of fire type, location, or property/resources being threatened, firefighter and public safety is always the highest priority. (NWCG Wildland Fire Incident Management Field Guide, 2013)

- f. Participation Commitment – prevention, preparedness, and mitigation actions and expenditures undertaken by a Participating Entity to reduce the risk of wildland fire and meet the intent of Utah Code § 65-A-8-202 (2017) and Utah Code § 65-A-8-202.5(2017).
- g. Annual Participation Commitment Statement – a statement prepared by FFSL and sent to the Participating Entity detailing the Participation Commitment for the upcoming fiscal year.
- h. Participating Entity – an Eligible Entity with a valid Cooperative Agreement.

## **SECTION II: CERTIFICATION OF QUALIFICATIONS**

FFSL and the Participating Entity certify that the following qualifications have been met:

- A. The Participating Entity is a county, municipality, or other Eligible Entity.
- B. The Participating Entity agrees to adopt within 2 years of signing this agreement, and update within five years of signing this agreement, a Community Wildfire Preparedness Plan (“CWPP”) or an equivalent wildland fire preparedness plan with approval from FFSL.
- C. The Participating Entity’s fire department or fire service provider as defined in Utah Code § 65A-8-203 (2017) meets minimum standards for wildland fire training, certification, and equipment based on nationally accepted standards as specified by FFSL in R652-122-1400 (2017).
- D. FFSL has provided an Annual Participation Commitment Statement and the Participating Entity has reviewed, approved, and returned the signed Annual Participation Commitment Statement to FFSL before the start of the Participating Entity’s fiscal year.
- E. The Participating Entity agrees to implement prevention, preparedness, and mitigation actions, which are identified in their CWPP and lead to reduction of wildfire risk, according to their Annual Participation Commitment Statement.

Cooperative Agreement

- F. The Participating Entity is not ineligible for a Cooperative Agreement pursuant to R652-122-200 (2017), R652-121-400 (2017), or R652-121-600 (2017)
- G. If the Participating Entity is a county or has jurisdiction over unincorporated private land, the county in question has adopted a wildland fire ordinance based on minimum standards established by FFSL in R652-122-1300 (2017).
- H. If the Participating Entity is a county or has jurisdiction over unincorporated private land, the county in question has a designated fire warden as described in Utah Code § 65A-8-209.1 (2017) and has entered into a County Warden Agreement (Addendum A).

### **SECTION III: PARTICIPATION COMMITMENT**

FFSL and the Participating Entity agree to the following provisions:

#### **A. Participation Commitment**

- 1. The Participating Entity agrees to fulfill a Participation Commitment as contained in R652-122-800 (2017) and R652-122-200(6)(c) (2017).
- 2. The Participation Commitment includes prevention, preparedness, and mitigation actions identified in an FFSL-approved CWPP or equivalent wildland fire preparedness plan.

#### **B. Participation Commitment Expenditures and Activities**

- 1. The Participation Commitment may be met through either direct expenditures or in-kind activities.
  - a. Direct expenditures include funds spent by the Participating Entity to implement wildland fire prevention, preparedness or mitigation actions identified in Addendum B or with the approval of the Participating Entity's respective FFSL Area Manager.
  - b. In-kind activities include wildland fire prevention, preparedness or mitigation efforts identified in Addendum B or with the approval of the Participating Entity's respective FFSL Area Manager.
    - i. In-kind expenditures are valued at the rate calculated by the "Independent Sector" (<https://www.independentsector.org/>), the same source used for FFSL's Fire Department Assistance Grant program.
  - c. Participation Commitment cannot be met through direct payment to the State.
- 2. FFSL staff (e.g., County Warden, WUI Coordinator, FMO, or Area Manager) may assist the Participating Entity with identifying valid Participation Commitment

Cooperative Agreement

actions and activities based on the Participating Entity's FFSL-approved CWPP or equivalent wildfire preparedness plan.

**C. Participation Commitment Accounting and Reporting**

1. The Participating Entity is responsible for accounting for its respective Participation Commitment activities and expenditures.
  - a. Beginning January 1, 2016, all qualifying Participation Commitment expenditures and activities count toward the Participating Entity's first full fiscal year Participation Commitment.
  - b. The value of Participation Commitment expenditures and activities may, in certain instances, "carry-over" to the next fiscal year with the approval of the respective FFSL Area Manager.
    - i. The value of capital improvement projects--typically, large "preparedness-type" projects--can carry-over for five years, with no single project's value accounting for more than 25% of the Participating Entity's total Participation Commitment for any of those years. This is the same 25% annual maximum that applies to all preparedness activities as noted on Addendum B.
    - ii. All other non-capital improvement actions (e.g., a large fuels reduction project) can carry over for three years. No maximum value applies to mitigation actions as described in Addendum B.
    - iii. It is the responsibility of the Participating Entity to receive approval from their respective FFSL Area Manager in advance of pursuing a carry-over
    - iv. It is the responsibility of the Participating Entity to account for, track and report in their annual Participation Commitment Report the carry-over from year to year.
2. The Participating Entity agrees to provide an Annual Participation Commitment Report detailing the Participation Commitment activities and expenditures to their local FFSL Area Office at the conclusion of the Participating Entity's fiscal year (via the County Fire Warden) for annual review and approval by FFSL.
  - a. FFSL shall have the right to review and verify records related to the Participation Commitment. FFSL shall also have the right to deny unverifiable or incorrect records.

**D. Annual Participation Commitment Statement**

1. In advance of a Participating Entity's fiscal year, FFSL will send the Participating Entity an Annual Participation Commitment Statement.
2. In order to continue participation for the Participating Entity's upcoming fiscal year, the Participating Entity's executive officer must approve, sign and return the Annual

Cooperative Agreement

Participation Commitment Statement to FFSL by the due date contained in the Statement. Failure to do so will terminate this agreement at the conclusion of the Participating Entity's current fiscal year.

3. The Annual Participation Commitment Statement is based on the Participating Entity's fiscal year, and the corresponding Participation Commitment must be met throughout the Participating Entity's next fiscal year.
  - a. For counties, the first year of Participation Commitment will be FY 2017, starting January 1, 2017.
  - b. For cities and towns, the first year of Participation Commitment will be FY 2018, starting July 1, 2017.
  - c. For any other Participating Entity, the fiscal year may vary, so the first year of Participation Commitment will begin at the start of each Participating Entity's fiscal year.

**E. Participation Commitment Calculation**

1. The Participation Commitment is based on two elements, a wildfire risk assessment by acres ("Risk Assessment") conducted by FFSL, and the historic fire cost average ("Fire Cost Average") in each Participating Entity's jurisdiction.
  - a. The Risk Assessment is determined by FFSL's "Utah Wildfire Risk Assessment Portal" (UWRAP), which will be updated as data sources, technology and funding allow.
  - b. The Fire Cost Average is based on historic suppression costs accrued by a Participating Entity. Only wildland fire suppression costs accrued and paid by the State on behalf of a Participating Entity are counted toward that entity's historic fire cost average. This includes State-paid costs after a Delegation of Fire Management Authority and Transfer of Fiscal Responsibility has occurred.
    - i. The Fire Cost Average is calculated on a rolling ten-year average, dropping the highest and lowest cost years and adjusting for inflation (using the Consumer Price Index); therefore, each ten-year average will have eight data points.
    - ii. The Fire Cost Average will only include State-paid suppression costs for areas for which the Participating Entity has fire suppression responsibility and taxing authority.
2. FFSL will calculate the Participation Commitment for the Participating Entity according to the formula found in R652-122-300 (2017), R652-122-400 (2017) and R652-122-500 (2017).

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**F. Participation Commitment Appeals**

1. Decisions related to the Participation Commitment may be informally appealed to the State Forester.

**SECTION IV: INITIAL ATTACK, DELEGATION OF FIRE MANAGEMENT AUTHORITY, TRANSFER OF FISCAL RESPONSIBILITY, and EXTENDED ATTACK**

**A. Initial Attack**

1. The Participating Entity agrees to primary responsibility for Initial Attack (“IA”). IA is defined as actions taken by the first resources to arrive at any wildland fire incident. Initial actions may be size-up, patrolling, monitoring, holding action, or aggressive suppression action. All wildland fires that are controlled by suppression forces undergo initial attack. The kind and number of resources responding to initial attack varies depending on fire danger, fuel type, values to be protected and other factors. Generally, initial attack involves a small number of resources and the incident size is small. Regardless of fire type, location, or property/resources being threatened, firefighter and public safety is always the highest priority (NWCG Wildland Fire Incident Management Field Guide, 2013).
2. Effective wildland fire IA will be determined by FFSL based on the definition above and pursuant to Utah Code § 65A-8-202 (2017), defined as what is reasonable for the entity.
3. The Participating Entity agrees to financial responsibility for all IA costs except aviation assets, which are the responsibility of the State.
4. FFSL agrees to financial responsibility for all costs of aviation assets, including both IA and extended incidents.
  - a. Aviation assets on initial run cards as established by the State will not:
    - a. be counted towards a Participating Entity’s historic fire cost average for purposes of annually calculating the Participating Entity’s Participation Commitment; and,
    - b. cause the Delegation of Fire Management Authority or Transfer of Fiscal Responsibility.

**B. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility**

1. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility (“Delegation”) occur simultaneously with one of the following events:
  - a. State or federally owned lands are involved in the incident; or,
  - b. firefighting resources are ordered through an Interagency Fire Center (beyond “pre-planned dispatch”); or,

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- c. at the request of the Participating Entity having jurisdiction by the local fire official on scene; or,
  - d. by decision of the State Forester after consultation with local authorities.
2. Delegation to FFSL means FFSL or its designee becomes the primary incident commander, in a unified command environment with the agency having jurisdiction.

**C. Extended Attack**

1. Upon Delegation a timestamp will be recorded via radio with the Interagency Fire Center servicing the incident.
2. Delegation documentation will be signed by all parties on the incident organizer and resource needs will be reevaluated in the transition from initial to extended attack.
3. This timestamp will also be reflected on the Crew Time Reports (CTR)/Shift Ticket of all resources that are not covered by a no-cost local agreement, such as an automatic aid system or other inter-local agreement.
4. At the time of the Delegation, a new CTR/Shift Ticket will be started for all resources to be used in the extended attack effort.
5. FFSL agrees to be financially responsible for the wildland fire suppression costs beyond IA if a Delegation occurs and the Participating Entity meets the terms of Code, Rule and this Agreement.

## **SECTION V: WILDLAND FIRE RESPONSE TRAINING, CERTIFICATION AND EQUIPMENT STANDARDS**

### **A. Wildland Fire Response Training and Certification**

1. FFSL prefers certification by the Utah Fire Certification Council as Wildland Firefighter I as certified by the Utah Fire and Rescue Academy (UFRA).
2. At a minimum, the Participating Entity will ensure that firefighters providing Initial Attack to wildland fire within the Participating Entity's jurisdiction will be trained in NWCG S130 Firefighter Training and S190 Introduction to Wildland Fire Behavior. FFSL also recommends S215 Wildland Urban Interface Firefighting Operations.
  - a. This includes firefighters who are directly involved in the suppression of a wildland fire; firefighters on scene who have supervisory responsibility or decision-making authority over those involved in the suppression of a wildland fire; or individuals who have fire suppression responsibilities within close proximity of the fire perimeter.
  - b. This does not include a person used as a courier, driver of a vehicle not used for fire suppression, or a person used in a non-tactical support or other peripheral function not in close proximity to a wildland fire.
  - c. Upon the Delegation of Fire Management Authority, Firefighters not certified by the Utah Fire Certification Council as Wildland Firefighter I will be released from Initial Attack or reassigned to other firefighting duties.
  - d. FFSL reserves the right to reevaluate these requirements.
3. The Participating Entity will ensure that firefighters providing Initial Attack to wildland fire within the Participating Entity's jurisdiction will complete RT130 Annual Fireline Safety Refresher Training prior to each statutory "closed fire season" as found in Utah Code § 65A-8-211(2017).
4. In order to be eligible for state reimbursement for wildland fire suppression response outside of its jurisdiction, a Participating Entity's firefighters and fire departments must follow the qualifications outlined in the FFSL Memorandum of Understanding.  
OR  
the County or participating entity fire departments for qualified resources used under this agreement on federal, state or out-of-county(or out-of-entity) fires pursuant to the terms and conditions outlined in the fire department MOU and rate agreement

### **B. Wildland Fire Response Equipment Standards**

1. The Participating Entity will ensure that engines, water tenders, hand tools, and water handling equipment used for response to wildland fire on non-federal land within the Participating Entity's jurisdiction will meet the standard for the type of equipment as

Cooperative Agreement

determined by the National Wildfire Coordinating Group and/or as indicated in FFSL's annual Fire Department Manual.

#### **SECTION VI: WILDLAND FIRE COST RECOVERY LEGAL ACTIONS**

- A. Pursuant to Utah Code § 65A-3-4, the Participating Entity agrees to initiate a civil action to recover suppression costs incurred by the Participating Entity and the State of Utah on non-federal land within the Participating Entity's jurisdiction for wildland fire caused negligently, recklessly, or intentionally.
- B. Counsel for FFSL will provide assistance with these actions.
- C. Any costs recovered may reduce the Participating Entity's Historic Fire Cost Average and Participation Commitment.

#### **SECTION VII: BREACH OF THIS AGREEMENT**

A. If, at the end of a fiscal year, FFSL determines that the Participating Entity has not complied with the terms of this agreement, including but not limited to, failing to comply with the Participation Commitment or failing to comply with the terms stated in Utah Code § 65A-8-203(4) (2017), the entity will be placed on Probation Status by FFSL and given notice of this decision, the reasons for this decision, and actions required to remove Probation Status.

A decision to place the Participating Entity on Probation Status may be appealed to the State Forester. The State Forester may conduct an investigation, hold an informal hearing, and/or request further information from the Participating Entity and/or the Division.

During Probation Status, the Participating Entity may continue to receive assistance as provided in this Cooperative Agreement, but the Participating Entity must come into compliance with the Cooperative Agreement by the end of the fiscal year.

If the Participating Entity comes into compliance with the Cooperative Agreement by the end of the first Probation Status fiscal year, the Probation Status shall be lifted.

1. If the reason for the Probation Status is that the Participating Entity has failed to fulfill its Participation Commitment during the previous fiscal year, the Participating Entity must fulfill the Participation Commitment for the previous year, as well as the Participation Commitment for the current fiscal year by the end of the fiscal year in order to have its probation status lifted.

a. If during the first Probation Status year, the Participating Entity fulfills its Participation Commitment for the previous fiscal year, but not for the first Probation Status year, the Probation Status may be extended for a second fiscal year.

Cooperative Agreement

If during the second Probation Status year, the Participating Entity fails to fulfill the Participation Commitment for both the first and second Probation Status years, the Cooperative Agreement shall be revoked as specified in subsection VII(E) herein below.

Participation Commitment expenditures and actions shall be credited towards the outstanding obligation before being credited to the current obligation.

B. If the Participating Entity does not come into compliance with the terms of this Cooperative Agreement by the end of the first Probation Status fiscal year (or second Probation Status fiscal year if the non-compliance is failure to meet the Participation Commitment), this Cooperative Agreement shall be revoked pursuant to Utah Code § 65A-8-203(5)(b)(ii) (2017) and the entity shall not be eligible for assistance from the Wildland Fire Suppression Fund and shall be responsible for wildland fire suppression costs within its jurisdiction pursuant to Utah Code § 65A-8-203.2 (2017)

If a Participating Entity revokes this agreement or if FFSL revokes this agreement for cause, the participating entity shall only be allowed to enter into a new cooperative agreement pursuant to R652-121-600 (2017).

**UTAH DIVISION OF FORESTRY, FIRE, AND STATE LANDS:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**APPROVED AS TO FORM:**

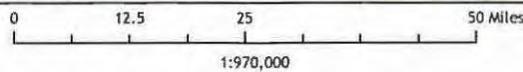
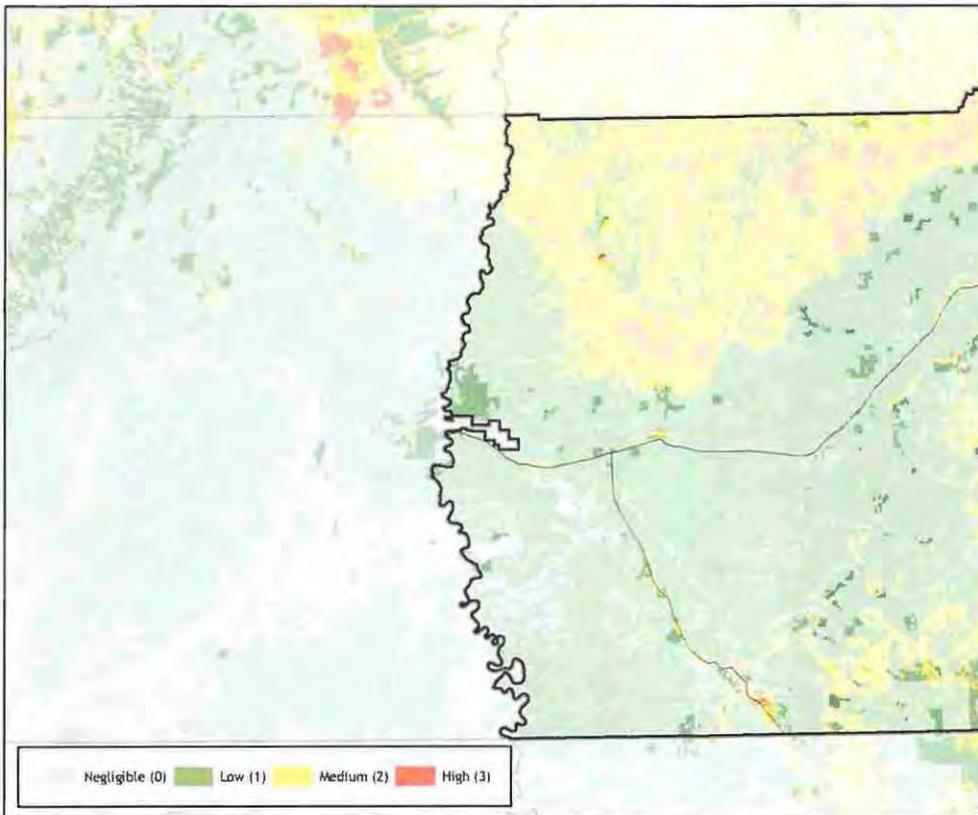
\_\_\_\_\_  
Assistant Attorney General

Cooperative Agreement

# Utah Wildfire Risk Assessment **GRAND COUNTY** Derived from [www.UtahWildfireRisk.com](http://www.UtahWildfireRisk.com)

Medium: \$0.30/acre, High: \$0.40/acre  
Low Risk: 82,638 Acres (83%)  
Medium Risk: 15,802 Acres (14%) - \$4,740  
High Risk: 1,140 Acres (1%) - \$456

Risk Assessment Total: \$5,196  
Participation Commitment Total: **\$46,742**



# PARTICIPATION COMMITMENT ACTIONS

## For Local Governments

(Suggested actions, not a conclusive or final list. Other actions will be added as appropriate)



### WILDFIRE PREVENTION

Activities directed at reducing the number of human-caused fires. (Goal: *Fire-Adapted Communities*)

- Costs of wildfire prevention campaigns
- Costs of wildfire mitigation educational materials (defensible space, firewise landscaping etc)
- Costs of implementing Ready, Set, GO! program
- Law enforcement patrols to enforce fire restrictions and/or burn permit violations
- Volunteer hours for meetings and events that promote, plan or implement CWPPs
- Costs of wildfire prevention media campaigns/ PSAs
- Costs of designing, producing and installing community awareness and/or wildfire prevention boards/displays

### WILDFIRE PREPAREDNESS (25% max.)

Activities that lead to a safe, efficient and capable wildfire suppression response (Goal: *Strong Initial Attack Capability*)

- Costs of improving wildland fire apparatus, communication or support
- Costs of improving or creating additional ingress/egress into Wildland Urban Interface (WUI) areas identified in CWPPs
- Costs of improving or increasing firefighter access to secondary water systems through hydrants, tanks or drafting sites
- Actual costs for providing wildfire suppression training to fire department and/or emergency management personnel
- Volunteer hours spent in training for wildland fire suppression
- Costs of wildland-specific Personal Protective Equipment (PPE)
- Costs of producing and installing road signs and address markers (including evacuation routes) as part of a CWPP
- Costs of certifying bulldozer operators
- Costs associated with enforcement of WUI code
- Costs associated with installing/maintaining helicopter dip sites
- Costs of inspecting resident defensible space work to certify for individual tax incentives
- Costs of producing and/or updating city emergency response plans that address CWPPs
- Costs of land-use planning that support objectives of CWPPs
- Costs supporting the development of Community Wildfire Protection Plans (CWPPs)
- Costs associated with gaining "Firewise Community" recognition

### WILDFIRE MITIGATION (50% min)

Actions taken to reduce or eliminate risks to persons, property or natural resources. (Goal: *Resilient Landscapes*)

- Costs of equipment and labor (including volunteer hours) used to reduce hazardous fuels in accordance with CWPP (i.e. *fuel breaks, prescribed fire, timber harvests and certain activities that support grazing*)
- Costs or volunteer value of equipment and labor toward ongoing maintenance of existing CWPP fuel reduction projects
- Volunteer hours toward removing hazardous fuels from community common areas identified in CWPPs
- Volunteer hours toward improving ingress/egress in community common areas identified in CWPPs
- Costs associated with community fuel reduction events (i.e. chipper days)
- Costs of vegetation management equipment

### Activities that DO NOT qualify:

- Any activity funded by other state or state-administered federal funds
- Any previously-matched prevention/preparedness
- Costs of state or federally-provided trainings
- Costs of initial attack suppression of wildfires
- Costs of improving culinary water systems
- Costs to improve individual structures
- Costs of existing county employees or programs including weed departments

**AGENDA SUMMARY  
GRAND COUNTY COUNCIL MEETING  
November 15, 2016**

Agenda Item: L

<b>TITLE:</b>	Approving 1) a request for impact fee waivers on 44 deed-restricted affordable dwelling units in the proposed Arroyo Crossing Subdivision, and 2) proposed amendments to the Arroyo Crossing Subdivision Development Agreement.
<b>FISCAL IMPACT:</b>	The impact fee waiver request to Grand County totals \$247,469.20; the fee waiver for the 44 deed-restricted affordable units <i>only</i> amounts to \$49,493.84.
<b>PRESENTER(S):</b>	Zacharia Levine, Community Development Director

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

**FOR OFFICE USE ONLY:**

**Attorney Review:**

None Requested

**STATED MOTION :**

I move to 1) approve impact fee waivers for 44 deed-restricted affordable units in the proposed Arroyo Crossing Subdivision, and 2) approve the proposed amendments to the Arroyo Crossing Subdivision Development Agreement (*specify which proposed amendments*), and authorize the Chair to sign all associated documents.

**PLANNING COMMISSION RECOMMENDATION:**

N/A

**STAFF RECOMMENDATION:**

Staff supports an impact fee waiver for the 44 deed restricted affordable units, which amounts to \$49,493.84. The County Council *may* want to consider waiving development review fees (standard charges only) associated with the affordable units, which amount to \$11,000, and building permit fees associated with the affordable units, which depend on the valuation of the buildings. The County Council *may* also want to consider waving impact fees for a portion of the market-rate units.

Brighton Homes Utah, LLC is proposing multiple amendments to the Arroyo Crossing Subdivision Development Agreement. These include the following:

1. The Developer is requesting an allowance to place temporary deed restrictions on 20% of the total units constructed prior to the completion of an apartment complex. Once the apartment complex is completed, the deed restrictions for affordable housing can be transferred to apartment units. This allowance would enable the Developer to construct and sell/rent townhomes at market rates prior to submitting a low-income housing tax credit (LIHTC) application to the Utah Housing Corporation to support the construction of an apartment building.
  - a. Staff supports the proposed concept of an allowance to shift deed restrictions from one block of units to another block of units constructed at a later date. However, staff recommends legal review of the proposed language to ensure the County's interests and original intent with the Development Agreement are protected.

- b. Should Council agree, and legal review is sought, Staff suggests the “temporary” deed-restrictions are written in the same way as described in the Development Agreement, with a 40 year term limit. If the Developer proceeds according to their stated plan, the original townhome deed-restrictions can be lifted following the creation of a new set of deed-restrictions on apartments equaling 20% of the total development.
- 2. The Developer is also requesting an amendment that prohibits Grand County from enacting a moratorium on the development within a 10 year period, for any reason.
  - a. Staff does not support this proposed amendment for two reasons:
    - i. Grand County does not directly regulate water and sewage connections. Grand Water and Sewer Service Agency (GWSSA), via their agreement with the City of Moab, regulates these approvals. Grand County simply requires a will-serve letter from GWSSA as a prerequisite to providing land use approvals.
    - ii. The proposed amendment unduly binds Grand County to an agreement that is unnecessary. Moratoriums, for any reason, are viewed as “last resort” options when dealing with uncertainties or unmanageable impacts. Staff does not anticipate a moratorium for any reason (not already addressed via the City of Moab), and feels the County need not approve the amendment. Should some other unforeseen infrastructure limitation arise in the 10 year window, Grand County should protect its right to enact a moratorium.

**BACKGROUND:**

See staff report attached

**ATTACHMENT(S):**

1. Staff report
  2. Developer’s request letter to Grand County
  3. Arroyo Crossing Subdivision Development Agreement w/Developer’s proposed changes redlined
  4. Developer’s draft “temporary deed restrictions”
  5. Developer’s draft preliminary plat
-



## STAFF REPORT

**MEETING DATE:** November 15, 2016

**TO:** Grand County Planning Council

**FROM:** Community Development Department *Staff*

**SUBJECT:** Developer request to amend the Arroyo Crossing Subdivision Development Agreement and to receive an impact fee waiver

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### BACKGROUND

On May 17, 2016 the Grand County Council approved a rezone request of roughly 38 acres and an associated master plan for the Arroyo Crossing Subdivision. In conjunction with the master plan, the County Council approved a Development Agreement between Grand County, the Housing Authority of Southeastern Utah (HASU) and the property owner (Mike Kaeske). The Development Agreement outlines the process for including a required 20% affordable housing set-aside. The set-aside amounts to 44 units out of a total of 220 units in the subdivision.

The property owner has listed the encumbered property for sale. Brighton Homes Utah, LLC ("Brighton") has initiated a real estate purchase contract (REPC) with the current owner. As part of their REPC and final due diligence, Brighton is requesting Council approval for multiple amendments to the Development Agreement, and an impact fee waiver. Staff recommendations and associated discussion can be found below.

### STAFF RECOMMENDATION

Staff supports an impact fee waiver for the 44 deed-restricted affordable units, which amounts to \$49,493.84. The County Council *may* want to consider waiving development review fees (standard charges only) associated with the affordable units, which amount to \$11,000, and building permit fees associated with the affordable units, which depend on the valuation of the buildings. The County Council *may* also want to consider waving impact fees for a portion of the market-rate units.

Brighton is proposing multiple amendments to the Arroyo Crossing Subdivision Development Agreement. These include the following:

1. The Developer is requesting an allowance to place temporary deed restrictions on 20% of the total units constructed prior to the completion of an apartment complex. Once the apartment complex is completed, the deed restrictions for affordable housing can be transferred to apartment units. This allowance would enable the Developer to construct and sell/rent townhomes at market rates prior to submitting a low-income housing tax credit (LIHTC) application to the Utah Housing Corporation to support the construction of an apartment building.
  - a. Staff supports the proposed concept of an allowance to shift deed restrictions from one block of units to another block of units constructed at a later date. However, staff recommends legal review of the proposed language to ensure the County's interests and original intent with the Development Agreement are protected.
  - b. Should Council agree, and legal review is sought, Staff suggests the "temporary" deed-restrictions are written in the same way as described in the Development Agreement, with a 40 year term limit. If the Developer proceeds according to their stated plan, the original townhome deed-restrictions can be lifted following the creation of a new set of deed-restrictions on apartments equaling 20% of the total development.

2. The Developer is also requesting an amendment that prohibits Grand County from enacting a moratorium on the development within a 10 year period, for any reason.
  - a. Staff does not support this proposed amendment for two reasons:
    - i. Grand County does not directly regulate water and sewage connections. Grand Water and Sewer Service Agency (GWSSA), via their agreement with the City of Moab, regulates these approvals. Grand County simply requires a will-serve letter from GWSSA as a prerequisite to providing land use approvals.
    - ii. The proposed amendment unduly binds Grand County to an agreement that is unnecessary. Moratoriums, for any reason, are viewed as “last resort” options when dealing with uncertainties or unmanageable impacts. Staff does not anticipate a moratorium for any reason (not already addressed via the City of Moab), and feels the County need not approve the amendment. Should some other unforeseen infrastructure limitation arise in the 10 year window, Grand County should protect its right to enact a moratorium.

November 8, 2016

Grand County Council  
c/o Mr. Zacharia Levine  
County Community Development Director  
125 E. Center Street  
Moab, Utah 84532

**RE: Request for Development Agreement Changes – Arroyo Crossing**

Dear Grand County Council:

We appreciate staff's responsiveness to our questions in regard to the Arroyo Crossing Development ("Development").

Brighton Development Utah LLC, ("Developer") currently has the Development under contract to purchase from Mike Kaeske. The Developer is requesting changes to the existing development agreement ("Agreement") to further enable: (1) the overall success of the Development, and (2) to make the affordable housing component of the Agreement economically feasible, and (3) maximize the number and type of affordable housing units that are most needed in the community.

The proposed changes to the Agreement being requested are as follows:

- Impact Fee Waiver. To be able to provide affordable housing at a level where the buyers most in need of affordable housing are able to buy, the Developer requests that all impact fees assessed by Grand County be waived for all housing units within the Development. Currently the project is required to provide 20% of the units as affordable housing (i.e. the mortgage or rental payment of the unit is no greater than 80% of area median income could afford to pay), but Developer would like to provide all homes within the Development at an affordable level and increase the amount of townhomes and lower priced homes in the Development to meet that goal. To make this goal more economically feasible, a waiver of all the impact fees assessed by the County (i.e. \$1,184 per unit times 220 total units for a total impact fee credit of \$260,480) is requested. This impact fee waiver will enable Developer to work with the Southeastern Utah Housing Authority to provide additional self-help homes through their program, and offer the majority of housing in the Development at prices below the FHA and USDA loan limits for the area.
- Sewer Allowance. Developer is requesting an assurance from the County Council that it will not enact any moratoriums on the Development due to sewer limitations, or other infrastructure problems, that would limit Developer's ability to complete the Development within the next 10 years.

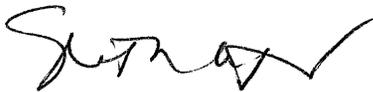
- Completion of Homes Prior to Affordable Unit Completion. Because of the significant delay required to seek and obtain the Utah Low Income Housing Tax Credit (“LIHTC”) for the apartment component of the project, and the corresponding addition to the construction time frame, Developer is requesting that the Agreement be modified (see attached redline changes from Developer’s legal counsel) to allow the 20% affordable housing restriction (the “Restriction”) to be placed “temporarily” on any unit in the project until the apartment component of the Development receives approved LIHTC financing and is constructed. Prior to the time that the LIHTC financing is approved and the apartment component of the Development is constructed, Developer will temporarily rent 20% of the completed units in the Development at rental rates that comply with affordable housing guidelines so that Developer can remain in compliance with the Restriction. Once the LIHTC financing is approved and apartment component of the Development is constructed, Developer hopes and intends to permanently move/transfer the Restriction to the apartment units within the Development. If the LIHTC project is not built by December 30, 2020, then Developer would be required to select 20% of the completed units within the Development and make the Restriction permanent for those units by recording a permanent deed restriction against those units.

Because of contractual constraints associated with the acquisition of the Development, the Developer would like to process these requested changes as quickly as possible, and would need a formal hearing by the second Council meeting in November, if at all possible. It is the intent of the Developer to have fully improved lots completed in the Development by May 2017, and be actively building throughout next summer. Developer is currently completing a traffic study and has made changes to the concept plan, a draft copy of which is attached hereto.

We look forward to working with County staff, the Planning Commission and the County Council to develop a quality community that meets the needs of the Moab area.

Sincerely,

**Brighton Development Utah, LLC**



Nathan W. Pugsley  
Manager



**AMENDED & RESTATED DEVELOPMENT AGREEMENT ESTABLISHING AN AFFORDABLE HOUSING SET-ASIDE WITHIN A PARCEL OF REAL PROPERTY LOCATED IN GRAND COUNTY**

This Amended & Restated Development Agreement Establishing an Affordable Housing Set-Aside Within a Parcel of Real Property Located in Grand County and currently proposed as the Arroyo Crossing Subdivision (this "Agreement"), is made and entered into as of this 8<sup>th</sup>-day of August, 2016 (the "Effective Date"), by and between RedAcre LLC, a Utah limited liability company ("Owner/Developer"), Grand County, a political subdivision of the State of Utah ("County"), and the Housing Authority of Southeastern Utah ("HASU").

**Recitals**

- A. WHEREAS, Owner/Developer owns that certain property situated in Grand County, Utah, as more particularly described in **Exhibit A** (the "Property"), which is attached hereto and incorporated herein by this reference.
- B. WHEREAS, Owner/Developer has submitted a master plan (the "Plan") to the County for the Property. The Plan proposes the subdivision of the Property into a maximum of two hundred twenty (220) housing units (the "Subdivision").
- C. WHEREAS, ~~T~~he County Council has, in the exercise of its legislative discretion and following all required public hearings, voted to approve the Plan subject to the execution of this Agreement and provided that no fewer than twenty percent (20%) of the proposed housing units shall be deed restricted to remain affordable housing units (collectively, the "Affordable Housing Units"; each individually, an "Affordable Housing Unit"), all as more fully set forth in this Agreement.

D. WHEREAS, the County and Owner/Developer previously entered into that certain Development Agreement Establishing an Affordable Housing Set-Aside Within a Parcel of Real Property Located in Grand County dated effective as of \_\_\_\_\_, 20\_\_\_\_ (the "Prior Agreement") and the parties hereto desire to amend and restate the Prior Agreement in its entirety to make the development of the Property according to the Plan more economically feasible and to maximize the community benefit associated with the Affordable Housing Units in the Subdivision.

~~D-E~~ WHEREAS, pursuant to the authority of Utah Code Ann. §17-27A-102(1)(b) and the specific provisions of the Grand County Code, the County has determined to enter into this Agreement with the Owner/Developer for the purpose of formalizing certain obligations of Owner/Developer with respect to the Property, and such other matters as the County and the Owner/Developer have agreed.

**Agreement**

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NOW, THEREFORE, in consideration of the premises and mutual promises and covenants herein contained and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Prior Agreement is hereby amended, restated, replaced and superseded in its entirety by the parties agree as follows:

**1. DEFINITIONS.**

- 1.1. **Department of Housing and Urban Development or HUD:** The United States government department responsible for setting income limits and maximum housing costs for affordable housing programs.
- 1.2. **Domicile:** The place where an individual has a fixed permanent home and principal residence, to which the individual, if absent, may not lease or sub-lease and intends to return, and in which the individual and his or her family voluntarily reside, not for a special or temporary purpose, but with the intention of making a permanent home for a minimum of nine months out of each calendar year.
- 1.3. **Event of Default:** Noncompliance with any part of this Agreement.
- 1.4. **Homeowners Association or HOA:** An entity established to maintain any physical facilities, structures, improvements, systems, areas or grounds held in common by the owners of residential lots in the Subdivision and necessary or desirable for the welfare of the area or Subdivision, or that are of common use or benefit and that are not maintained by the County or another public agency.
- 1.5. **Household:** Two (2) or more individuals related by blood, marriage, or legally recognized relationship, or a maximum of three (3) unrelated individuals residing in the same Domicile.
- 1.6. **Maximum Rental Rate:** The price above which no Affordable Housing Unit may be rented as calculated by HASU based on a formula set forth in a future agreement.
- 1.7. **Maximum Re-Sale Price:** The price above which no deed restricted unit may be sold as calculated by HASU based on a formula set forth in a future agreement.
- 1.8. **Non-Qualified Buyer:** A buyer of an Affordable Housing Unit that is not a Qualified Buyer.
- 1.9. **Non-Qualified Renter:** A renter of an Affordable Housing Unit that is not a Qualified Renter.
- 1.10. **Owner:** The person who is the record holder of legal title to the fee simple interest in any Affordable Housing Unit as reflected in the office of the Grand County Recorder. If there is more than one record holder of legal title to an Affordable Housing Unit, each record holder shall be an Owner. The term "Owner" includes Owner/Developer to the extent that Owner/Developer is the record holder of legal title to the fee simple interest in an



Affordable Housing Unit. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such person has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

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

1.12. **Permanent Restriction.** The term "Permanent Restriction" shall, at Owner/Developer's sole option and election upon the occurrence of the Permanent Restriction Trigger, mean either: (1) a restriction included on the final plat for the apartment units in the Subdivision that requires the Owner/Developer to designate and operate forty-four (44) of the apartment units as Affordable Housing Units at all times, but which shall also grant Owner/Developer the authority and discretion to, from time to time, determine which apartment units shall be designated and operated as Affordable Housing Units; or (2) a deed recorded against a lot or unit in the Subdivision that is in substantially the form of Exhibit D attached hereto with changes thereto mutually approved by Owner/Developer and legal counsel for the County.

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1.13. **Permanent Restriction Trigger.** The term "Permanent Restriction Trigger" shall mean the occurrence of the first of the following events: (a) December 30, 2020, or (b) Owner/Developer receives Utah Low Income Housing Tax Credit ("LIHTC") approval and all apartment units shown and described on the Plan have been constructed and permanent occupancy permits for all such apartment units have been issued.

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1.12-1.14. **Primary Residence:** The place where a Domicile has been established.

1.13-1.15. **Qualified Buyer:** A Qualified Buyer must meet the following criteria:

1.13-1.15.1. A person who does not own other real property; and

1.13-2.1.15.2. A Household with a minimum of one adult who meets one of the following criteria:

1.13-2.1.15.2.1. Full-time (thirty (30) hours of employment per week) employees of entities located within the boundaries of the Grand County School District; or

1.13-2.2.1.15.2.2. An owner or owner's representative of a business located within the boundaries of the Grand County School District; or

1.13-2.3.1.15.2.3. A senior citizen (person who is 62 years of age or older at the time of qualification is established); or

1.13-2.4.1.15.2.4. A person with a physical and/or mental disability; and



1.13.3-1.15.3. A Household with a maximum combined income less than or equal to 80 percent (80%) of the Grand County Area Median Income (“**AMI**”) according to Household size, which is defined by the most recent annual report of HUD. See **Exhibit B** for Fiscal Year 2016 limits.

1.14.1.16. **Qualified Renter:** A Qualified Renter must meet the following criteria:

1.14.1.1.16.1. A Person who does not own other real property; and

1.14.2.1.16.2. A Household with a minimum of one adult who meets one of the following criteria:

1.14.2.1.1.16.2.1. Full-time (thirty (30) hours of employment per week) employee of entities located within the boundaries of the Grand County School District; or

1.14.2.2.1.16.2.2. An owner or owner’s representative of a business located within the boundaries of the Grand County School District; or

1.14.2.3.1.16.2.3. A senior citizen (person who is 62 years of age or older at the time of qualification is established); or

1.14.2.4.1.16.2.4. A person with a physical and/or mental disability; and

1.14.3.1.16.3. A Household with a maximum combined income less than or equal to 80 percent (80%) of the Grand County AMI according to Household size, which is defined by the most recent annual report of HUD. See **Exhibit B** for Fiscal Year 2016 limits.

1.15.1.17. **Renter-Occupied:** An Affordable Housing Unit that is occupied by a Qualified Renter as his or her Primary Residence.

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

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

1.17-1.20. **Temporary Deed Restriction:** A deed recorded against a lot or unit in the Subdivision that is in substantially the form of Exhibit E attached hereto with changes thereto mutually approved by Owner/Developer and legal counsel for the County.

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## 2. DEVELOPMENT OF THE SUBDIVISION.

- 2.1. Designation of Affordable Housing Units. As a condition of approval of ~~Prior to~~ preliminary and final plat ~~approvals~~ for any phase of the Subdivision, the Affordable Housing Units shall be identified by Owner/Developer in a written notice provided to the County and Owner/Developer shall record a Temporary Deed Restriction against the Affordable Housing Units so identified immediately following the recording of the final plat for the applicable phase of the Subdivision ~~on the preliminary and final plat for such phase.~~ Provided that no Event of Default by Owner/Developer then exists or would be created by Owner/Developer's action, Owner/Developer shall have complete discretion and authority to determine and assign which lots and/or units within the Subdivision shall be subject to the Temporary Deed Restriction and Owner/Developer may, in Owner/Developer's sole discretion, assign a disproportionate number of a particular lot or unit type as Affordable Housing Units subject to a Temporary Deed Restriction. Until the occurrence of the Permanent Restriction Trigger, Owner/Developer is hereby vested with authority to, from time to time and in Owner/Developer's sole discretion, release and remove a Temporary Deed Restriction from any lot or unit within the Subdivision as long as the release and removal of such Temporary Deed Restriction does not cause there to be fewer than twenty percent (20%) of the housing units in the Subdivision which are Affordable Housing Units subject to a Temporary Deed Restriction. If it has not already occurred, then within sixty (60) calendar days after the occurrence of the Permanent Restriction Trigger, Owner/Developer shall release all Temporary Deed Restrictions then existing and cause a Permanent Restriction to be applied against twenty percent (20%) of the housing units in the Subdivision for which construction is then complete and for which permanent occupancy permits have been issued. Provided that no Event of Default by Owner/Developer then exists or would be created by Owner/Developer's action, Owner/Developer shall have complete discretion and authority to determine and assign which lots and/or units within the Subdivision shall be subject to the Permanent Restriction and Owner/Developer may, in Owner/Developer's sole discretion, assign a disproportionate number of a particular lot or unit type as Affordable Housing Units subject to a Permanent Restriction. If the Owner/Developer so elects pursuant to Section 1.12 above, the County hereby covenants and agrees to amend the final plat for the apartment units in the Subdivision to add a Permanent Restriction to said final plat. Until the occurrence of the Permanent Restriction Trigger, Owner/Developer shall retain ownership of all Affordable Housing Units and shall rent such Affordable Housing Units in compliance with the terms of Section 5 below. A phasing plan shall be provided by the Owner/Developer and approved by the County prior to the issuance of any building permits pertaining to the development of the Subdivision, including any land disturbance or other similar permit.
- 2.2. Construction of Affordable Housing Units. The Affordable Housing Units shall be ready for occupancy no later than the date of the initial or temporary occupancy of any free market units within the Subdivision or applicable phase thereof. If the free market units are developed in phases, then the Affordable Housing Units may be developed in proportion to



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

2.3. Sale and Rental Restrictions. All Affordable Housing Units ~~shown on a final plat for any phase of the Subdivision~~ shall be subject to the rental and sale and re-sale restrictions set forth in this Agreement and such restrictions shall be applied as either a Temporary Deed Restriction or Permanent Restriction, as applicable. The sole purpose of the Affordable Housing Units is to provide Qualified Buyers and Qualified Renters with the opportunity to occupy as their Primary Residence Owner-occupied and Renter-occupied affordable housing.

2.4. Modifications of Plan--Density. If the total number of ~~dwelling single family residential~~ lots ~~or units~~ proposed in the Subdivision is reduced or otherwise modified, the Owner/Developer shall in all circumstances be required to set-aside twenty percent (20%) of the total number of dwelling units proposed for Affordable Housing Units. Notwithstanding the foregoing, in the event the Subdivision is revised to provide for an overall residential density of not more than two (2) lots per gross acre, then no Affordable Housing Units shall be required and the County may cause the zoning of the Property to be revert to Large Lot Residential (LLR).

~~2.5. No Moratorium. The County covenants and agrees that at no time in the ten (10) calendar years that follow the Effective Date shall the County impose or allow any moratorium(s) on the Property due to sewer limitations, or other infrastructure limitations, issues or problems, that would limit Owner/Developer's ability to complete the construction and development of the Property as contemplated by this Agreement.~~

~~2.6. Waiver of Impact Fees. The County hereby waives its right to collect or require Owner/Developer to remit any and all impact fees associated with the development as contemplated by the Plan and this agreement and the County hereby grants Owner/Developer full ~~an~~ impact fee credits for all of \$1,184.00 per dwelling units within the Subdivision.~~

~~2.5-2.7. Additional Agreements. Nothing in this Agreement shall preclude the County from establishing additional agreements with the Owner/Developer regarding affordable housing or general development requirement with respect to the Subdivision.~~

### 3. COVENANT TO RESTRICT SALES AND RENTALS TO QUALIFIED BUYERS AND RENTERS.

3.1. Sales to Qualified Buyers Only. Except as otherwise agreed upon by the County and the Owner/Developer by amendment- to this Agreement, Affordable Housing Units shall only be sold to: (1) Qualified Buyers who agree to use the applicable Affordable Housing Unit as their Owner-occupied Primary Residence, (2) the County, or (3) HASU. If any Affordable Housing Unit is sold to the County or HASU, the County or HASU shall also be bound by

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restrictions set forth in this Agreement. An Affordable Housing Unit may be sold to a Non-Qualified Buyer only under the circumstances set forth in Section 4 below.

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

#### 4. SALES.

- 4.1. Initial Sales by Owner/Developer. The initial sale by the Owner/Developer of each Affordable Housing Unit shall be subject to the restrictions set forth in Section 3.1, above and shall be priced in accordance with the following criteria:
- 4.1.1. The sales price at which total monthly ownership costs, including principal, interest, taxes, insurance, and HOA fees (if applicable), do not exceed the then applicable HUD standard for affordability (less than thirty percent (30%) of total household income) based on household size and number of bedrooms for the then current fiscal year. See **Exhibit B** for Fiscal Year 2016 limits.
  - 4.1.2. Prior to the initial sale of any Affordable Housing Unit by Owner/Developer, HASU shall confirm in writing that the buyer is a Qualified Buyer.
  - 4.1.3. The final sales price for each Affordable Housing Unit sold by the Owner/Developer shall be established at the time of sale of the applicable Affordable Housing Unit, which price shall be established in accordance with this Agreement, reviewed and approved in writing by HASU, and documented in a separate Deed Restriction recorded against such Affordable Housing Unit at or prior to the initial sale thereof.
  - 4.1.4. Owner/Developer shall cause the covenants, conditions and restrictions imposed on the Subdivision to provide that annual and special assessments (but excluding assessments arising by the applicable owner's default) assessed by the HOA shall never exceed one percent (1%) of the Maximum Sales Price as defined in Section 4.6, below.
- 4.2. Subsequent Sales—Written Notice to HASU. Following the initial sale by the Owner/Developer of an Affordable Housing Unit, each Owner thereof shall notify HASU of its intent to sell such Affordable Housing Unit by delivering to HASU a written notice of such Owner's intent to sell. The date the Affordable Housing Unit Owner delivers such notice to HASU shall be the "**Purchase Offer Date**". No Owner of an Affordable Housing Unit shall sell his or her interest in the Affordable Housing Unit unless such notice has been provided to



HASU, and HASU has had an opportunity to exercise its Purchase Option pursuant to Section 4.3 below.

- 4.3. HASU Purchase Option. HASU shall have forty-five (45) days after the Purchase Offer Date (the "**Purchase Option Period**") to make one of the following determinations: a) to purchase the Affordable Housing Unit ("**Purchase Option**"); b) assign the Purchase Option to a Qualified Buyer, or c) decline to purchase the Unit. HASU shall deliver to the Unit Owner written notice of its determination ("**Purchase Exercise Notice**"). HASU shall use its best efforts to deliver the Purchase Exercise Notice to the Affordable Housing Unit Owner regarding HASU's determination of the foregoing as early as possible within the Purchase Option Period.
  - 4.3.1. If HASU elects to exercise its Purchase Option to buy the Affordable Housing Unit or assigns its Purchase Option to a Qualified Buyer, HASU or the Qualified Buyer shall complete the acquisition of the Affordable Housing Unit within sixty (60) days after delivering the Purchase Exercise Notice.
  - 4.3.2. If HASU (i) notifies the Affordable Housing Unit Owner in writing that it will not exercise the Purchase Option, (ii) fails to deliver the Purchase Exercise Notice to the Affordable Housing Unit Owner within the Purchase Option Period, or (iii) exercises the Purchase Option or assigns the Purchase Option to a Qualified Buyer but the transaction fails to close within sixty (60) days after delivery of the Purchase Exercise Notice by reason of a delay caused by HASU or the Qualified Buyer, the Purchase Option shall automatically terminate with respect to such sale or offering for sale, without the need for further notice or documentation.
- 4.4. Re-sales to Qualified Buyers. Upon expiration or other termination of the Purchase Option with respect to a particular Affordable Housing Unit, the selling Affordable Housing Unit Owner shall then offer the Affordable Housing Unit for sale to Qualified Buyers through efforts such as: (i) advertising the sale through local media outlets such as the local newspaper of record and radio stations; (ii) providing notice of the sale to the County Community Development Department; and (iii) listing the Unit for sale on other web-based outlets.
- 4.5. Re-sales to Non-Qualified Buyers. If, after using reasonable efforts to sell the Affordable Housing Unit to a Qualified Buyer, an Affordable Housing Unit Owner is unable to sell the Affordable Housing Unit, the Affordable Housing Unit Owner shall request that (i) HASU or the County purchase the Affordable Housing Unit at a mutually agreed price or (ii) that HASU permit a Non-Qualified Buyer to purchase the Affordable Housing Unit subject to the terms of this Agreement. "**Reasonable efforts**" shall mean conducting a minimum of the following for no less than one hundred twenty (120) days: (i) advertising the sale through local media outlets such as the local newspaper and radio stations; (ii) providing notice of the sale to the County Community Development Department; and (iii) listing the Affordable Housing Unit for sale on other web-based outlets. HASU shall have the right to deny an



Affordable Housing Unit Owner's request to sell an Affordable Housing Unit to a Non-Qualified Buyer if, during the one hundred twenty (120) day period, the Affordable Housing Unit Owner rejects an offer from a Qualified Buyer that is within 5% of the Maximum Sales Price as defined in Section 4.6 below.

- 4.6. **Re-Sale Formula.** Following the initial sale of an Affordable Housing Unit by the Owner/Developer, subsequent sales of Affordable Housing Units shall be governed by a resale formula that establishes the maximum permitted re-sale price of each Affordable Housing Unit (the "**Maximum Re-Sale Price**"). In no event shall an Affordable Housing Unit be sold for an amount in excess of the Maximum Re-Sale Price, which shall be equal to the actual purchase price paid for the Affordable Housing Unit by the selling Owner plus: (i) an increase of three percent (3%) per year from the date of purchase to the applicable Purchase Offer Date; (ii) the actual out-of-pocket cost of capital improvements made to the Affordable Housing Unit during the Selling Owner's ownership of the Affordable Housing Unit subject to the requirements of Sections 4.6.1 and 4.6.2 below, but not more than ten percent (10%) of the actual purchase price paid for the Affordable Housing Unit by the selling Owner; and (iii) the sum of \$250.00, which shall be paid to HASU upon each transfer of ownership of an Affordable Housing Unit. The purchaser shall pay no more than the Maximum Re-Sale Price.
  - 4.6.1. **Adding to Maximum Re-Sale Price.** With the prior written approval of HASU, an Affordable Housing Unit Owner may make certain capital improvements to the Affordable Housing Unit, which may add a maximum of ten percent (10%) of the purchase price for the Affordable Housing Unit paid by the selling Owner to the Maximum Re-Sale Price for such Affordable Housing Unit. A list of capital improvements eligible for increasing the Maximum Re-Sale Price shall be further specified in the Affordable Housing Unit deed restriction.
  - 4.6.2. **Out of Pocket Costs.** In calculating the costs under Sections 4.6.1, only the Affordable Housing Unit Owner's actual out-of-pocket costs and expenses as evidenced by receipts shall be used to calculate the Maximum Re-Sale Price. Such amount shall not include any amount attributable to the Affordable Housing Unit Owner's profit, labor ("sweat equity"), or to any appreciation in the value of the capital improvements made.
- 4.7. **No Assurance.** Nothing in this Agreement shall be construed to constitute a representation or a guarantee by the Owner/Developer, the County or HASU that any sale of an Affordable Housing Unit by the applicable Owner shall be consummated for the Maximum Re-Sale Price.
5. **RENTALS.**



- 5.1. Rental Rates. Rental rates for Affordable Housing Units shall be subject to the restrictions set forth in Section 3 above and shall be established in accordance with the following criteria:
  - 5.1.1. The rental rate shall not exceed an amount that, when combined with all annual rental costs, including rent, utilities, and HOA fees (if applicable), is higher than the HUD standard for affordability (less than thirty percent (30%) of total household income) based on household size and number of bedrooms in the current fiscal year. See **Exhibit B** for Fiscal Year 2016 limits.
  - 5.1.2. Prior to the initial rental agreement being executed for any Affordable Housing Unit, HASU shall confirm in writing that the proposed renter is a Qualified Renter.
- 5.2. Establishment of Rental Rates--Timing. The rental rate for the initial term of each rental agreement for an Affordable Housing Unit will be established at the time the rental agreement is signed for such Affordable Housing Unit and shall be subject to the review and approval of HASU, and ~~applied~~recorded as a Temporary Deed Restriction or Permanent Restriction, as applicable with the Grand County Recorder.
- 5.2.1. Changes to Rental Rates. Rental rates for an Affordable Housing Unit shall not be increased unless notice of the proposed increase has been provided to HASU and HASU has provided written consent to the proposed increase.
- 5.3. Rental Agreements; Assignments. Owner/Developer may retain some or all of the Affordable Housing Units for purposes of renting the same to Qualified Renters. Except for the initial rental agreement for an Affordable Housing Unit entered into by the Owner/Developer and renewals of such rental agreements, no rental agreement for an Affordable Housing Unit may be entered into or assigned unless HASU has been provided written notice of the proposed rental agreement or assignment. No new rental agreement or assignment of an existing rental agreement shall be entered into, except for those entered into by the Owner/Developer, unless such notice has been provided to HASU, and HASU has had an opportunity to exercise its Rental Option pursuant to Section 5.4 below. The date the Unit Owner delivers such notice to HASU shall be the "**Rental Offer Date**".
- 5.4. HASU Rental Option. HASU shall have fourteen (14) days after the Rental Offer Date ("**Rental Option Period**") to make one of the following determinations: a) identify a Qualified Renter for the Affordable Housing Unit to enter into a rental agreement with the Affordable Housing Unit Owner ("**Rental Option**"), or b) decline to exercise its Rental Option. HASU shall deliver to the Affordable Housing Unit Owner written notice of its determination to exercise the Rental Option ("**Rental Exercise Notice**"). HASU shall use its best efforts to deliver the Rental Exercise Notice to the Affordable Housing Unit Owner as early as possible within the Rental Option Period.



- 5.4.1. If HASU delivers the Rental Exercise Notice, the Qualified Renter identified therein shall sign a new rental agreement for the Affordable Housing Unit within sixty (60) days after HASU delivers the Rental Exercise Notice.
- 5.4.2. If HASU (i) notifies the Affordable Housing Unit Owner in writing that it will not exercise the Rental Option, (ii) fails to deliver the Rental Exercise Notice to the Affordable Housing Unit Owner within the Rental Option Period, or (iii) delivers the Rental Exercise Notice but the identified Qualified Renter fails to sign a new rental agreement within sixty (60) days after HASU's delivery of the Rental Exercise Notice, the Rental Option shall automatically terminate with respect to such rental offering or rental agreement, without the need for further notice or documentation.
- 5.5. Rental Agreement with a Qualified Renter. Upon expiration or other termination of the Rental Option with respect to a particular Affordable Housing Unit, the Affordable Housing Unit Owner shall then offer the Affordable Housing Unit for rent to Qualified Renters through efforts such as: (i) advertising the rental offer through local media outlets such as the local newspaper of record and radio stations; (ii) providing notice of the rental offer to the County Community Development Department; and (iii) listing the Affordable Housing Unit for rent on other web-based outlets.
- 5.5.1. Additional Eligibility Requirements. A Unit Owner may institute additional eligibility requirements for Qualified Renters not specifically defined in this Agreement; provided, no such requirements shall be implemented without the prior written approval of HASU.
- 5.5.2. Changes to Additional Eligibility Requirements. An Affordable Housing Unit Owner shall not modify any previously approved additional eligibility requirements for an Affordable Housing Unit unless HASU has provided prior written consent to the proposed modification.
- 5.6. Rental Agreements with a Non-Qualified Renters. If, after using reasonable efforts to rent an Affordable Housing Unit to a Qualified Renter, an Affordable Housing Unit Owner is unable to rent the Affordable Housing Unit, the Affordable Housing Unit Owner shall request that: (i) HASU or the County purchase the Affordable Housing Unit at a mutually agreed price; or (ii) that HASU permit a Non-Qualified Renter to rent the Affordable Housing Unit subject to the terms of this Agreement. "**Reasonable efforts**" shall mean conducting a minimum of the following for no less than one hundred twenty (120) days: (i) advertising the Affordable Housing Unit for rent through local media outlets such as the local newspaper and radio stations; (ii) providing notice of the availability for rent of the Affordable Housing Unit to the County Community Development Department; and (iii) listing the Affordable Housing Unit for rent on other web-based outlets. HASU shall have the right to deny a Unit Owner's request to sell the Affordable Housing Unit to a Non-Qualified Renter if, during the one hundred twenty (120) day period, the Affordable Housing Unit Owner rejects a rental application from a Qualified Renter who meets all previously approved eligibility requirements.



5.7. Transfer of Previously Rented Affordable Housing Units. If at any point the Owner/Developer or a subsequent Owner of an Affordable Housing Unit desires to sell his or her Affordable Housing Unit previously rented to Qualified Renters and the Affordable Housing Unit is subject to a recorded Permanent Restriction, the Affordable Housing Unit Owner shall follow the procedures set forth in Section 4 above pertaining to the sale of an Affordable Housing Unit.

## 6. PHYSICAL CONDITION OF AFFORDABLE HOUSING UNITS.

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

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

## 7. EVENTS OF DEFAULT.

7.1. Owner-Occupancy. Affordable Housing Unit Owners other than Owner/Developer shall occupy their Affordable Housing Unit as their Primary Residence.

7.2. Rental of Affordable Housing Units. No Affordable Housing Unit Owner other than Owner/Developer may rent or lease their Affordable Housing Unit unless HASU, in its sole discretion, has provided prior written approval. Without prior written approval, renting an Affordable Housing Unit shall constitute an Event of Default of the Affordable Housing Unit Owner. Upon prior written approval from HASU, an Affordable Housing Unit Owner may rent such Owner's Affordable Housing Unit subject to the requirements set forth in Section



5 above. In no circumstances are nightly or other short-term rentals of Affordable Housing Units allowed.

- 7.3. Limitations on Refinancing. No Affordable Housing Unit Owner other than Owner/Developer shall, under any circumstances, obtain any financing or combination of multiple rounds of financing that, in the aggregate, exceed the Maximum Re-Sale Price at the time such financing is completed. Doing so constitutes an event of default under this Agreement.
- 7.4. Default. Noncompliance with any part of this Agreement shall constitute an Event of Default under this Agreement. Events of Default shall include, but not be limited to: rental of an Affordable Housing Unit without prior written approval of HASU, obtaining financing or a combination of multiple rounds of financing that, in the aggregate, exceeds the Maximum Re-Sale Price at the time of such financing, not utilizing an Affordable Housing Unit as a Primary Residence by a Qualified Owner or Qualified Renter, and noncompliance with any other part of this Agreement. Upon the occurrence of any Event of Default, a defaulting Affordable Housing Unit Owner shall have thirty (30) days to remedy the default, after which HASU or the County shall have the right to require that the Affordable Housing Unit Owner sell the Affordable Housing Unit in accordance with and subject to limitations of this Agreement.
- 7.5. Penalties. Upon the occurrence of any Event of Default, if the Affordable Housing Unit Owner remains out of compliance and does not cure the default within thirty (30) days after receipt of written notice of the Event of Default, monetary penalties shall be assessed against the Affordable Housing Unit Owner at \$100 per day beginning on the 31st day after the Affordable Housing Unit Owner is notified in writing of the Event of Default. The County reserves the right to seek judicial enforcement of these penalties, including seeking a judgment lien and foreclosure.
- 7.6. County's Rights to Purchase an Affordable Housing Unit. If an Affordable Housing Unit Owner is in default of or has failed to make timely payments with respect to any mortgage, deed of trust, or other financial arrangement secured by an Affordable Housing Unit, the creditor secured by the Affordable Housing Unit (the "**Secured Creditor**") shall provide the County with a written notice at least thirty (30) days prior to initiating a trustee's sale, foreclosure proceeding, or other remedy affecting title to the Unit. After receiving notice from the Secured Creditor, the County or a designee shall have the right to purchase such Affordable Housing Unit at a price equal to the amount of outstanding principal, accrued interest, and any other reasonable costs incurred by the Secured Creditor in connection with the Affordable Housing Unit. The County may exercise its right to purchase the Affordable Housing Unit by providing written notice of its intent to purchase to the Secured Creditor within thirty (30) days after receipt of the Secured Creditor's notice. If the County or a designee does not provide the Secured Creditor notice of its intent to exercise its right to purchase within thirty (30) days after receipt of the notice from the Secured Creditor, the County's right to purchase shall lapse. If the County's right to purchase lapses, the Secured Creditor may initiate a trustee's sale, foreclosure proceeding, or other remedy affecting the



title to the Affordable Housing Unit. If ownership of the Affordable Housing Unit is transferred as the result of a trustee's sale, foreclosure proceeding, or other remedy affecting the title to the Unit, all deed restrictions in this Agreement shall be deemed removed with respect to that Affordable Housing Unit.

8. OTHER MISCELLANEOUS ISSUES.

- 8.1. Term of Agreement: The term of this Agreement shall commence as of the date first set forth above and continue in full force and effect for a period not less than forty (40) years. Upon the expiration of the initial forty (40) year term, this Agreement shall be renewed for additional consecutive ten (10) year terms, unless the County shall determine, based on an independent market study, that the Affordable Housing Unit is no longer necessary to satisfy the affordable or employee housing needs in the County. The County Council or its designee shall make the final determination of such continuing need. The deed restriction for each Affordable Housing Unit shall further specify the procedure for removing said deed restriction, and distributing any equity associated with the difference between the Maximum Re-Sale Price and the fair market value of the Affordable Housing Unit at the time of sale.
- 8.2. Annual Compliance Report. HASU shall provide the County with an annual compliance report by January 31 of each year during the term of this Agreement. The annual compliance report shall include a signed statement by each Affordable Housing Unit Owner certifying that their respective Affordable Housing Unit is in compliance with the terms of this Agreement.
- 8.3. Waivers. Owner/Developer hereby waives any defenses, rights or remedies that it might otherwise assert against the County in connection with: (i) the application of the rule against perpetuities to this Agreement; or (ii) any claim that the covenants in this Agreement recorded against the Affordable Housing Units are not covenants running with the land upon the Property. This waiver shall be binding upon and inure to the benefit of the successor and assigns of the Owner/Developer and the County.
- 8.4. Discontinuance of Liability After Conveyance. Following the recording of a deed conveying an Affordable Housing Unit to a purchaser, the transferor of the Affordable Housing Unit shall have no further liability under this Agreement respecting the Affordable Housing Unit, except to the extent caused by the negligence or intentional misconduct of the transferor.
- 8.5. Sale Against Owner's Will. Nothing in this Agreement shall be interpreted to require an Affordable Housing Unit Owner to sell his or her Affordable Housing Unit against such Owner's will unless the Affordable Housing Unit Owner is in default pursuant to the terms of this Agreement.
- 8.6. Severable Obligations and Liabilities. The parties understand that the Affordable Housing Units may eventually be owned by different individuals and entities. The Owner of any particular Affordable Housing Unit shall not be liable for, and any Affordable Housing Unit



shall not be encumbered by, the obligations or liabilities under this Agreement associated with or pertaining to any other Affordable Housing Unit or the Owner thereof.

- 8.7. **No Personal Liability.** The various owners, members, directors, officers, managers, employees, agents and contractors of the Owner/Developer shall have no personal liability, deficiency, or recourse liability under this Agreement. The Owner/Developer's liability under this Agreement shall be limited solely to the Owner/Developer's interest in each Affordable Housing Unit and the proceeds therefrom.
- 8.8. **Notices:** Any and all notices and demands by any party to any other party required or desired to be given hereunder shall be in writing and shall be validly given or made if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, sent by Federal Express or other similar courier service keeping records of deliveries and attempted deliveries, or served by facsimile transmission. Service by mail or courier shall be conclusively deemed made on the first business day delivery is attempted. Facsimile transmissions received during normal business hours on a business day shall be deemed made at the time of receipt. Facsimile transmissions not received during normal business hours on a business day shall be deemed made on the next business day. The parties may change their respective addresses for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address, shall not become effective, however, until the actual receipt thereof by the others.

Any notice or demand to the Owner/Developer shall be addressed to the following address:

RedAcre, LLC  
Attn: Michael Kaeske, President  
74 White Pine Canyon Road  
Park City, UT 84060

Any notice or demand to the County shall be addressed to the following address:

Grand County  
Attn: County Clerk-Auditor and Community Development Department  
125 E. Center St.  
Moab, UT 84532  
Fax: (435) 259-2959

Any notice or demand to the HASU shall be addressed to the following address:

Housing Authority of Southeastern Utah  
Attn: Executive Director  
321 E. Center St.  
Moab, UT 84532  
Fax: (435) 259-4938

**Commented [A1]:** I think this needs to stay in the name of the current owner of the property and then it will transfer to you automatically once you take title to the property.



- 8.9. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of any of the foregoing Agreement shall be invalid or prohibited under applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions in this Agreement.
- 8.10. Attorney's Fees. If any party shall take or defend against any action for any relief against another party arising out of this Agreement, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including, but not limited to, reasonable attorneys' fees and court costs incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.
- 8.11. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Utah.
- 8.12. Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the parties. Any successor in interest of Owner/Developer in and to the Property shall be entitled to enforce, and be vested with, the rights arising out of this Agreement to the same extent as Owner/Developer and upon transfer of title to the Property to such successor, the successor shall automatically be deemed to be the Owner/Developer for purposes of this Agreement.
- 8.13. Third Party Beneficiary. This Agreement is not intended to confer rights on third parties.
- 8.14. Paragraph Headings. Paragraph or section headings within this Agreement are inserted solely for convenience of reference and are not intended to, and shall not, govern, limit or aid in the construction of any terms or provisions contained herein.
- 8.15. Gender and Number. Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.
- 8.16. Modifications. The parties agree that any modifications of this Agreement shall be effective only when made by writings signed by the parties, or their successors, hereto and recorded with the Clerk and Recorder of Grand County, Utah.
- 8.17. Recordation. Upon execution and delivery of this Agreement by the Owner/Developer, the County, and HASU, the Owner/Developer shall cause this Agreement to be recorded and



filed in the official public land deed records of Grand County, Utah, and shall pay all fees and charges incurred in connection therewith.

- 8.18. Covenants Run with the Land. The Owner/Developer intends, declares and covenants, on behalf of itself, all future owners of the Property, and all parties that obtain any interest in any Unit, that this Agreement and the covenants and restrictions set forth herein, regulating and restricting the rents, use, occupancy and transfer of the Affordable Housing Units, shall be covenants running with the Property and the land and improvements constituting the Affordable Housing Units, for the benefit of the County, shall encumber the Property and such Affordable Housing Units, and shall be binding upon the Owner/Developer, all subsequent Owners of the Affordable Housing Units, and any other party with an interest in any portion of an Affordable Housing Unit or the Property prior to the creation of the Affordable Housing Units required hereunder.
- 8.19. Integration. This Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein.



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

COUNTY:  
Grand County  
A political subdivision of the State of Utah

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

Owner/Developer:  
RedAcre, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

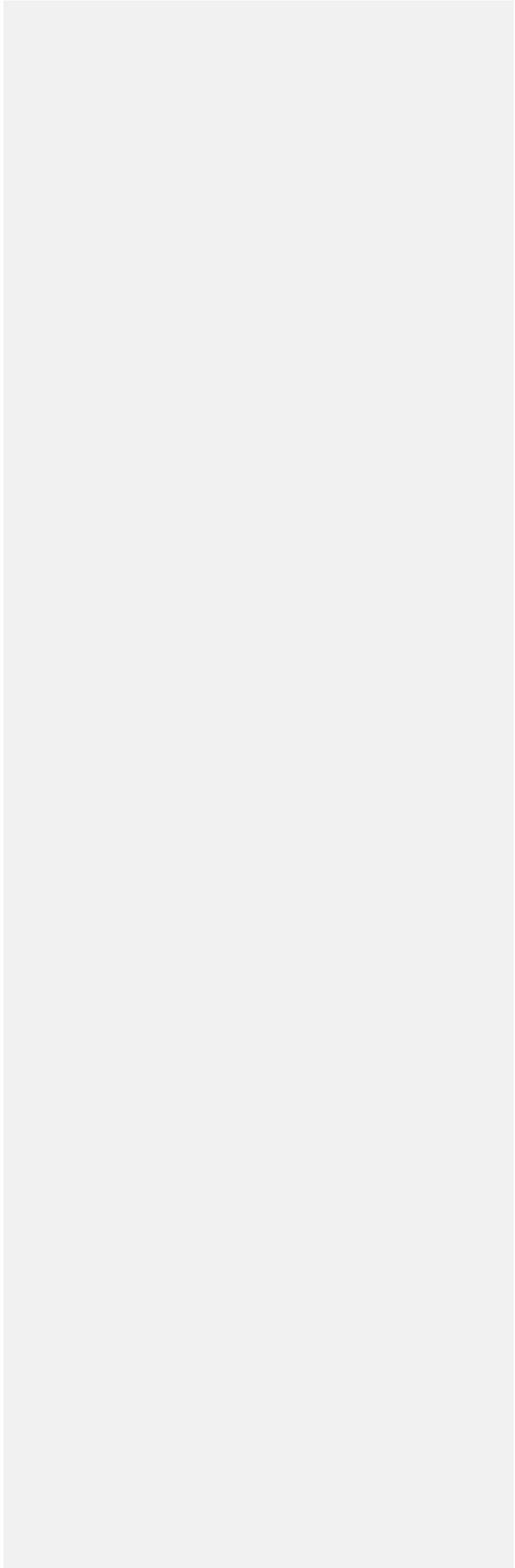
ACKNOWLEDGEMENT:

STATE OF UTAH            )  
  ) §  
COUNTY OF GRAND    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of \_\_\_\_\_, a corporation of the State of \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_





IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

Housing Authority of Southeastern Utah:

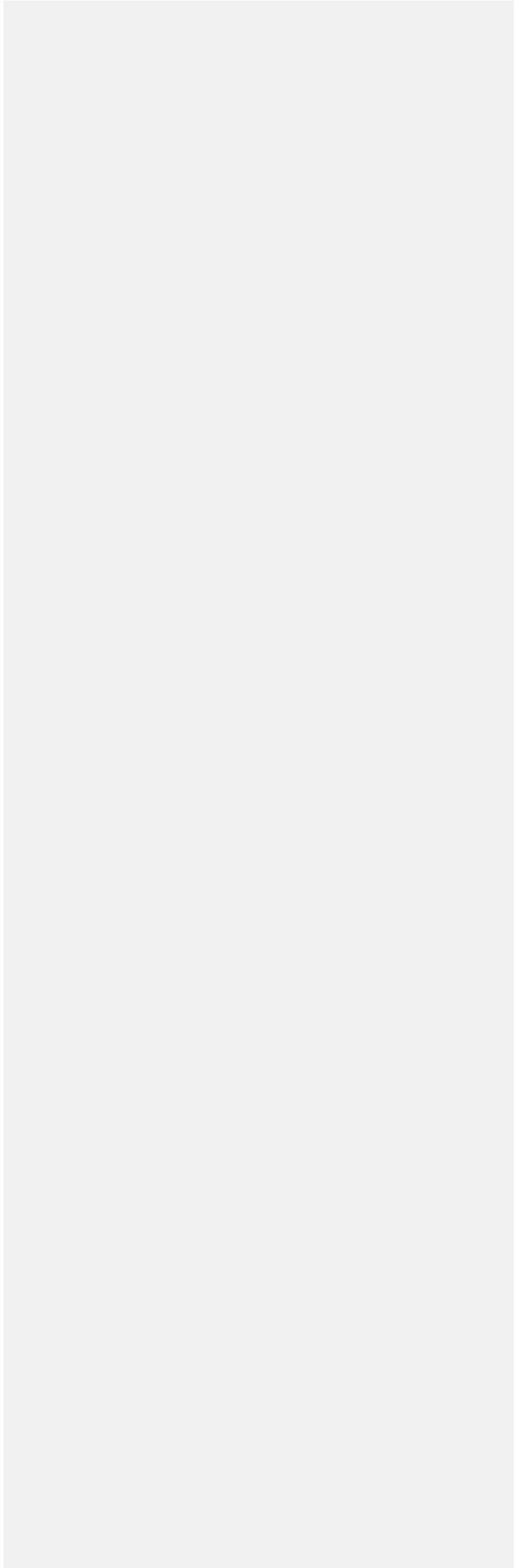
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGEMENT:

STATE OF UTAH            )  
  §  
COUNTY OF GRAND    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of \_\_\_\_\_, a corporation of the State of \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_





**Exhibit A  
Real Property**

The following described real Property is located within NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  Section 17, T26S, R22E (SLM) Grand County, Utah, more specifically described as follows:

BEGINNING AT THE NW CORNER OF THE NE $\frac{1}{4}$  OF SE $\frac{1}{4}$  OF SECTION 17, T26S, R22E, SLM, THE NW CORNER OF LOT 2 OF THE CLARK MINOR SUBDIVISION, AND PROCEEDING THENCE WITH THE NORTH LINE OF LOT 2 OF THE CLARK MINOR SUBDIVISION N 89°11'08" E 479.50 FT. TO THE CENTERLINE OF SPANISH VALLEY DRIVE, THENCE WITH SAID CENTERLINE ALONG THE ARC OF A 920.25 FT. RADIUS CURVE TO THE RIGHT 327.79 FT. (SAID CURVE HAS A CHORD WHICH BEARS S 40°52'09"E 326.06 FT.), THENCE WITH SAID CENTERLINE S 30°39'54" E 1232.15 FT. TO THE EAST LINE OF SAID SECTION 17 AND THE EAST LINE OF SAID LOT 2, THENCE WITH SAID LINE S 00°02'00" W 7.94 FT. TO THE SE CORNER OF SAID LOT 2, THENCE S 89°21'03" W 1322.66 FT. TO THE SW CORNER OF SAID LOT 2, THENCE WITH THE WEST LINE OF SAID LOT N 00°03'31"E 1322.53 FT. TO THE POINT OF BEGINNING AND CONTAINING 28.33 ACRES MORE OR LESS.



**Exhibit B  
FY 2016 Maximum Income Limits and Maximum Housing Costs**

\*Median Income is recalculated on an annual basis\*

FY 2016 Income Limit Area	Median Income	FY 2016 Income Limit	Persons In Family							
			1	2	3	4	5	6	7	8
Grand County	\$64,300/ yr	HUD (80%) Income Limits (\$)	\$36,050	\$41,200	\$46,300	\$51,450	\$55,600	\$59,700	\$63,800	\$67,950

FY 2016 Income Limit Area	Median Income	FY 2016 Income Limit	Maximum Housing Costs/month (Owner or Renter)					
			0 BDRM	1 BDRM	2 BDRM	3 BDRM	4 BDRM	5 BDRM
Grand County	\$64,300/ yr	HUD (80%) Income Limits (\$)	\$901	\$966	\$1,158	\$1,338	\$1,493	\$1,647
			*As per HUD standards, monthly costs assume 1.5 persons/bedroom					



**Exhibit C**  
**Minimum Standards for Seller to Receive Full Resale Value**

- Clean unit
- Carpets steam-cleaned two or three days prior to closing
- All scratches, holes, burned marks repaired in hardwood floors, linoleum, tile, and counter tops, etc.
- No broken or foggy windows
- All screens in windows (if screens were originally provided)
- All doors will be in working order with no holes
- All locks on doors will work
- All keys will be provided; e.g., door, mail box, garage
- All mechanical systems shall be in working order
- Walls paint ready
- Normal wear and tear on carpet; if carpet has holes, stains, etc., the carpet and padding shall be replaced or escrow funds at current market value per square foot for a comparable product shall be held at the time of closing to be used by the new buyer
- No leaks from plumbing fixtures
- Any safety hazard remedied prior to closing
- Satisfaction of radon issue if found at time of inspection
- All light fixtures shall be in working order
- All appliances that existed in the original Unit, remain and are in good working order and good condition

**DEFINITIONS**

- Clean Unit: All rooms will be cleaned as stated below:
- Kitchen:
  - Range - Inner and outer services will be cleaned.
  - Range hood and Exhaust Fan
  - Refrigerator and Freezer - Inner and outer surfaces of refrigerator and freezer will be clean. Freezer will be defrosted.
  - Cabinets and Countertops - Exterior and interior surfaces of cabinets and drawers will be clean. Door and drawer handles, if provided, shall be clean and in place.
  - Sink and Garbage Disposal - Sink and plumbing fixtures will be clean. Garbage disposal must be in working order.
  - Dishwasher - Must be in working order and inner and outer surfaces shall be clean.
- Blinds, Windows, Screens:
  - Mini-blinds, Venetian Blinds, Vertical Blinds, and Pull Shades - Will be clean.
  - Windows - All window surfaces, inside and outside of the window glass, shall be clean.
  - Screens - Screens will be clean and in place with no holes or tears.



- Closets: Closets, including floors, walls, hanger rod, shelves and doors, shall be clean.
- Light Fixtures: Light fixtures will be clean and shall have functioning bulbs/florescent tubes.
- Bathrooms:
  - Bathtub, Shower Walls, Sinks - Bathtubs, shower walls and sinks shall be clean.
  - Toilet and Water Closet - Water closets, toilet bowls and toilet seats will be clean. If the toilet seat is broken or peeling, the seat shall be replaced.
  - Tile - All tile and grout will be clean.
  - Mirrors and Medicine Cabinets - Mirrors and medicine cabinets shall be cleaned inside and out.
  - Shelves and/or Other Cabinetry - All other shelving or cabinetry shall be cleaned inside and out.
- Walls, Ceilings, Painted Doors and Baseboards: Painted surfaces must be cleaned with care to ensure the surface is clean without damaging the paint.
- Floors: Floor cleaning includes sweeping and mopping and could include stripping, waxing and buffing. Types of floor surfaces include bamboo and marmoleum.
- Interior Storage/Utility Rooms: Storage/utility rooms shall be cleaned. Properly cleaned storage/utility rooms will be free from odors, removable stains, grease marks or accumulations.
- Washer/Dryer- Must be in working order and inner and outer surfaces shall be clean
- Safety Hazard: Any item that provides a safety hazard shall be fixed. This would include, but is not limited to, exposed electrical wiring, satisfaction of any radon issue found, ventilation for gas hot water system, etc.
- Walls Paint-Ready: All holes shall be patched; all posters, pictures, etc., shall be removed from all walls; all nails, tacks, tape, etc., shall be removed from all walls; and all walls shall be clean and ready for the new buyer to paint. If wallpaper has been placed on the wall and in good condition, the wallpaper can remain; if the wallpaper is peeling off, the wallpaper must be removed.
- Windows: If a window is broken, including the locking mechanism, the window shall be replaced. If the window has a fog residue in the inside, it shall be replaced.



**Exhibit D**  
**Sample Deed for Permanent Restriction**



**Exhibit E**  
**Temporary Deed Restriction**

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**WHEN RECORDED, PLEASE RETURN TO:**

Brighton Homes Utah, LLC  
215 N. Redwood Rd.; Ste. 8  
North Salt Lake, Utah 84054

APN: \_\_\_\_\_

**TEMPORARY DEED RESTRICTION**  
(Affordable Housing Unit)

This Temporary Deed Restriction is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ ("Developer"), with a mailing address of  
\_\_\_\_\_, affecting the following described tract of  
land in Grand County, Utah (the "Property"):

**See Exhibit "A" attached hereto and incorporated herein by this reference.**

Pursuant to the terms of that certain Amended & Restated Development Agreement  
Establishing an Affordable Housing Set-Aside Within a Parcel of Real Property Located in  
Grand County by and between the County and Developer (as successor in interest to RedAcre  
LLC, a Utah limited liability company), recorded in the official records of Grand County, Utah as  
Entry No. \_\_\_\_\_ in Book \_\_\_\_\_ at Pages \_\_\_\_\_ on  
\_\_\_\_\_20\_\_\_\_ (the "Agreement"), the Property is hereby temporarily designated as  
an "Affordable Housing Unit" (as that term is defined in the Agreement).

The Property is and shall be subject to all of the restrictions applicable to an Affordable Housing  
Unit as set forth in the Agreement, including without limitation those restricting the sale and  
rental of the Property to only Qualified Buyers and Qualified Renters (as those terms are defined  
in the Agreement), until such time as Developer releases this Temporary Deed Restriction  
through a written instrument recorded in the official records of Grand County, Utah.

Witness, the hand(s) of said Developer, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

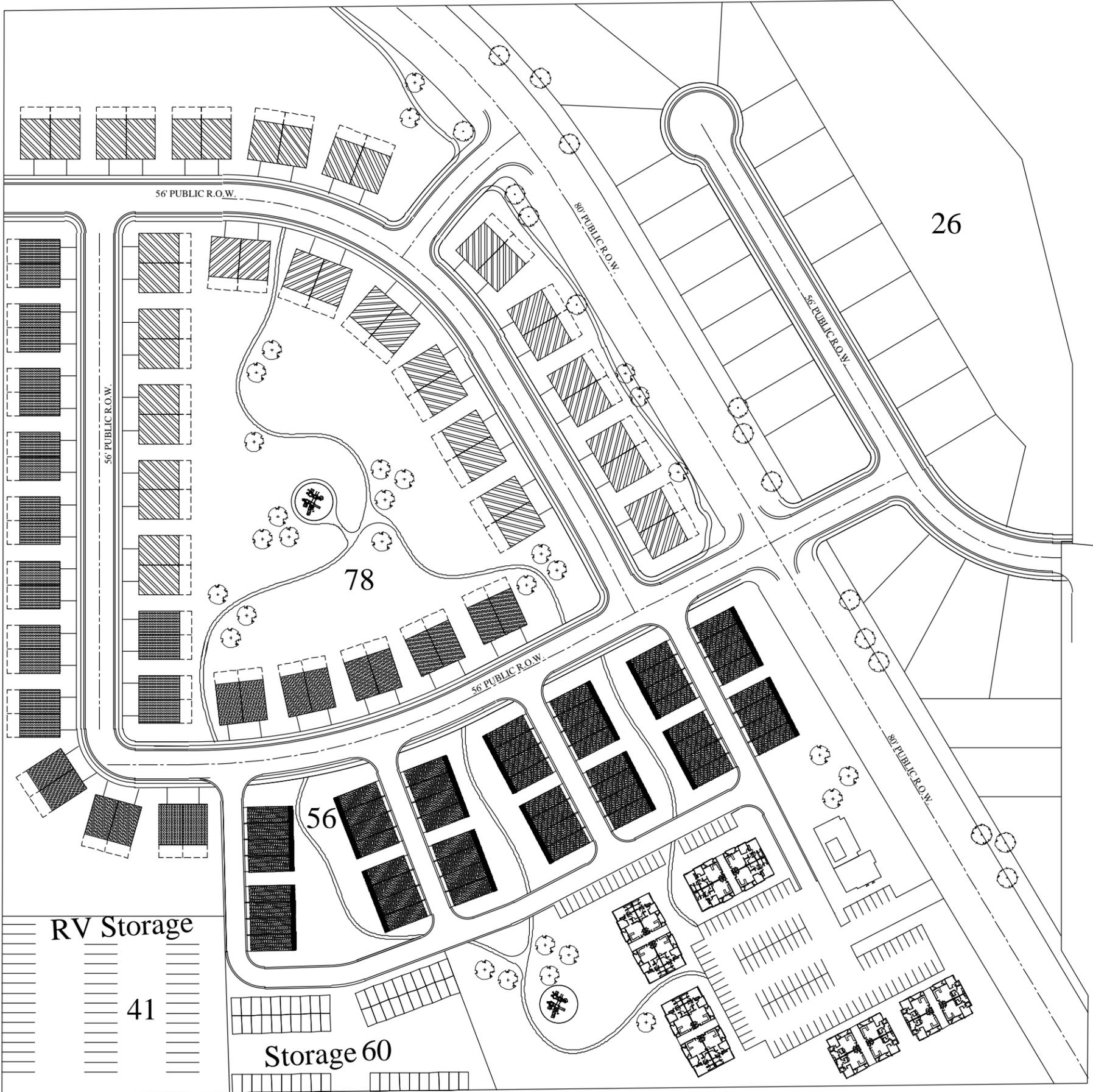
STATE OF UTAH                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_, personally appeared before me Nathan Pugsley, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the \_\_\_\_\_ of \_\_\_\_\_ and that said document was signed by him in behalf of said limited liability company by authority of its Operating Agreement and said \_\_\_\_\_ acknowledged to me that said limited liability company executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT “A”**

Legal Description



**AGENDA SUMMARY**  
**GRAND COUNTY COUNCIL MEETING**  
**NOVEMBER 15, 2016**

Agenda Item: M

<b>TITLE:</b>	Public Hearing to hear public input on proposed amendments to the Consolidated Fee Schedule Ordinance
<b>FISCAL IMPACT:</b>	None
<b>PRESENTER(S):</b>	Ruth Dillon, Council Administrator

**Prepared By:**

Bryony Chamberlain  
 Council Office  
 Coordinator

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**RECOMMENDATION:**

I move to approve the proposed amendments to the consolidated fee schedule ordinance effective January 1, 2017 and authorize the Chair to sign all associated documents.

**BACKGROUND:**

The fee schedule was last updated September 15, 2015. The proposed fee schedule ordinance has been updated and a public hearing was advertised for the November 15, 2016 County Council Meeting. In early September, Elected Officials and Department Heads countywide were contacted with the opportunity to make suggested changes to their fees.

Proposed changes are reflected in the draft (redlined) ordinance, attached and made available to the public on the County's website ([www.grandcountyutah.net](http://www.grandcountyutah.net)).

The following County departments are proposing fee changes:

**3.06.030 Fees of the Assessor's Office**

Rationale: No rationale provided.

**3.06.050 Fees of the Community Development Department**

Rationale:

- The one-time application fee for bed & breakfasts would be \$500. Currently, the application is free. The one-time fee for residential units used for overnight accommodations would be \$500. Currently, Grand County does not require a land use permit for this use.
- Increasing the application fee helps to offset the cost for site plan review and STR Helper, a code enforcement software used to track and regulate online short-term rental listings. The proposed increase accompanies a new land use application for residential units used for overnight accommodations, which enables the County to regulate the use and rescind permits, if necessary, than with business licenses alone.

**3.06.060 Fees of the Building Department**

Rationale:

The Building Department will not be raising our fees this year. We have reworded the Commercial Plan Review Deposit Fee for clarification and have included a fee for Residential Pools because more are being installed.

**3.06.070 Fees of the Civic/Grand Center**

Rationale: We are not raising fees. We just want to add the minimum time for the commercial Kitchen as it is not feasible to have the staff scheduled to be there for 1 or 2 hours.

### **3.06.090 Fees of the Emergency Medical Services Department**

Rationale: To be provided

### **3.06.100 Fees of the Public Library**

Rationale: The Library Board has recommended reducing late fees for circulating iPads and Kindle fires from \$5 per day to \$1 per day. The Library has been successfully circulating iPads and Kindle fires for over two years. The late fee reduction is intended to be more user friendly and reflective of current industry standard among public libraries.

The Library Board has also recommended changing interlibrary loan fees for journal articles from \$0.10 per page to actual printing cost. Interlibrary loan journal articles are currently sent to the library electronically and printed for requesting patrons. The recommended change from \$0.10 per page to actual printing cost is intended to align with printing costs already outlined in the Common Fees for all County Offices, which describes various fees for black and white, color, and double sided printing.

### **3.06.110 Fees of the Old Spanish Trail Arena. (See also Ball Fields Area)**

Rationale: The fee schedule has been generally tidied up in an effort to simplify and shorten the document. Overall, rates were raised to increase income and increase revenue.

### **3.06.180 Fees of the Moab Area Travel Council**

Rationale: Increase in cost for materials to offer the labels service. The rate has not been increased since the labels program began over 15 years ago.

### **3.06.210 Fees of Canyonlands Field**

Rationale: Airport management and the Grand County Airport Board adjusted previously established fees, and added new fees, to try to minimize the taxpayer costs of airport operations and have the use of the airport help to better cover its operating costs.

These fee additions and changes were added to in order to be more aligned with similar airports throughout the state and country, and include:

- 1) Split the ground transportation fees to differentiate rental cars and shuttle/taxi companies.
  - A) Non-airport rental car companies remains the same
  - B) Shuttle and taxi companies were reduced because the previous rate was causing a decrease in airport use
  - C) A per/vehicle fee was added to minimize the burden on small businesses
- 2) Garbage had always been paid for by the airport, and the costs have continued to rise. Two new rates were proposed, one for businesses and one for private hangar owners.
- 3) ARFF coverage after hours has resulted in significant increases in the cost of air carrier and charter coverage. An afterhours fee is common.
- 4) Commercial TV/Film: This is for companies that are not on the airport; for example, the video shooting while skydiving companies are operating are not subject to this fee.

- 5) Non-aeronautical ground lease (2x the airside ground lease rate). The FAA requires a fair market rate for non-aeronautical use of airport land.
- 6) The Natural Gas rate is also required for compliance with FAA grant assurances.

**ATTACHMENT(S):**

1. Fee Schedule Ordinance – redlined

Approved October 6, 2015 and Effective January 1, 2016

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE GOVERNING BODY OF GRAND COUNTY  
AMENDING THE GRAND COUNTY CONSOLIDATED FEE SCHEDULE**

**WHEREAS**, the Utah Code Section 17-53-211 requires the County Council to adopt an ordinance establishing fees for services;

**NOW, THEREFORE**, be it ordained that the Grand County Council finds that it is in the public interest to reaffirm or amend all fees and charges previously enacted by the Grand County Council;

- 3.06.010 Applicability of Ordinance**
- 3.06.020 Common Fees for all County Offices.**
- 3.06.030 Fees of the Assessor's Office.**
- 3.06.040 Fees of the Attorney's Office.**
- 3.06.050 Fees of the Community Development Department.**
- 3.06.060 Fees of the Building Department.**
- 3.06.070 Fees of the Civic/Grand Center.**
- 3.06.080 Fees of the Clerk/Auditor's Office.**
- 3.06.090 Fees of the Emergency Medical Services Department.**
- 3.06.100 Fees of the Public Library.**
- 3.06.110 Fees of the Old Spanish Trail Arena Recreation Complex.**
- 3.06.120 Fees of the Recorder's Office.**
- 3.06.130 Fees of the Road Department.**
- 3.06.140 Fees of the Sand Flats Recreation Area.**
- 3.06.150 Fees of the Sheriff's Office.**
- 3.06.160 Fees of the Surveyor's Office.**
- 3.06.170 Fees of Star Hall.**
- 3.06.180 Fees of the Moab Area Travel Council.**
- 3.06.190 Fees of the Treasurer's Office.**
- 3.06.200 Fees of the Weed Department.**
- 3.06.210 Fees of the Canyonlands Field.**
- 3.06.220 Fees of the Haz-Mat Response Task Force.**
- 3.06.320 Waiving Fees.**
- 3.06.330 Return of Fees.**
- 3.06.340 Common Procedures for Collecting Additional Fees.**

**3.06.010 Applicability of Ordinance.**

**A.** The Grand County Council reaffirms, amends, enacts new fees herein contained in this ordinance, and adopts provisions for the collection of fees. This ordinance does not repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other resolution, ordinances, or laws except to effect modification of the fees reflected below. The fees listed in this ordinance supersede present fees for services specified, but all fees not listed remain in effect. Where this Ordinance imposes a higher fee than is imposed or required by existing provisions, resolution, ordinance, or law, the provisions of this Ordinance shall control.

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**3.06.020 Common Fees for all County Offices.**

A. The following fees and charges are approved and shall be assessed by all County offices unless otherwise specifically noted with their respective sections:

Services	Fees
Postage	Actual cost to County
Other costs allowed by law	Actual cost to County
Dishonored/Returned Check	\$25.00
Copies/Print- Black and White	
Paper Size: 8 ½ x 11	\$0.10/single sided page
Paper Size: 8 ½ x 11	\$0.15/double sided page
Paper Size: 8 ½ x 14	\$0.15/printed page
Paper Size: 11 x 17	\$0.20/printed page
Copies/Print- Color	
Paper Size: 8 ½ x 11	\$1.00/printed page
Paper Size: 8 ½ x 14	\$1.50/printed page
Paper Size: 11 x 17	\$2.00/printed page
Fax	
Send	\$1.50 first page/\$0.50 each additional
Receive	\$0.25
Maps	
Standard maps	\$15.00
Special order maps plus mapping costs	\$5.00 per linear foot
Mapping costs	\$50.00 per hour
Data	
Digital contours 2 feet interval (Spanish Valley)	\$8.00 per acre
Data CDROM	\$3.00

**3.06.030 Fees of the Assessor’s Office.**

A. The following fees and charges are approved and shall be assessed and collected by the Assessor’s Office:

Services	Fees
Partial list—per page	\$2.00
Parcel information—each	\$0.25
<u>Administrative fee for late Board of Equalization changes</u>	<u>\$50.00</u>
Other	as determined by department

**3.06.040 Fees of the Attorney’s Office.**

A. The following fees and charges are approved and shall be assessed and collected by the Attorney’s Office: None

**3.06.050 Fees of the Community Development Department.**

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A. The following fees and charges are approved and shall be assessed and collected by the Community Development Department for review of development applications:

Services	Fees
Submittal Fee <sup>1</sup>	\$100.00
Copies of: General Plan, Trail Plan, Construction Standards, or Land Use Code	\$20.00
Zoning Map or Text Amendments to the General Plan or Land Use Code	\$400.00
Lot Line Adjustment	\$250.00
Rezone	\$500.00
Sketch Plan	\$550.00
Preliminary Plat and Preliminary Plat Resubmittal	\$550.00 plus \$125.00 per lot for each lot in excess of (5) lots
Preliminary Plat Extension	\$100.00
Final Plat and Final Plat Re-submittal	\$650.00 plus \$125.00 per lot for each lot in excess of (5) lots
Minor Record Survey	\$550.00
Re-plat and Exemption Plat	\$350.00
Revised Construction Plans	\$600.00
Conditional Use Permits- New and Amended	\$550.00
<u>Bed &amp; Breakfast Permit</u>	<u>\$500.00</u>
<u>Overnight Accommodations Permit</u>	<u>\$500.00</u>
Appeals	\$750.00
Variance	\$500.00
Sign Permit	\$75.00
Temporary Use Permit	\$75.00
Site Plan	\$350.00
Infrastructure Inspection & Release of Claims	.01% up to 1% of Engineer's Estimate of Project Cost <sup>2</sup>
Zoning Development Permit	None
Engineering Review	To be determined based on the actual cost of engineering review
Zoning Development Permit- when not accompanied with another Community Development application or building permit application	\$150.00
Production Water Monitoring Fees	\$0.10 per 42 gallons for produced water delivered to the facility

<sup>1</sup> Note: If a submittal is, upon review by the Community Development Department, determined to be complete then this fee shall be waived.

<sup>2</sup>Note: Percentage to be determined by the Community Development Director based upon the time associated with infrastructure inspection and release of claim.

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Grading Permit	Fees
101 – 1,000 Yd <sup>3</sup>	\$65.00 for first 100 Yd <sup>3</sup> , plus \$30.74 each additional 100 Yd <sup>3</sup> or fraction thereof
1001 – 10,000 Yd <sup>3</sup>	\$341.69 for first 1,000 Yd <sup>3</sup> , plus \$25.47 each additional 1,000 Yd <sup>3</sup> or fraction thereof <sup>1</sup>
10,001 – 100,000 Yd <sup>3</sup>	\$570.95 for first 10,000 Yd <sup>3</sup> , plus \$115.95 each 10,000 additional Yd <sup>3</sup> or fraction thereof
100,001 and over Yd <sup>3</sup>	\$1,614.46.00 for first 100,000 Yd <sup>3</sup> , plus \$64.12 each additional 10,000 Yd <sup>3</sup> or fraction thereof

<sup>1</sup> For grading permits of 5,000 yd<sup>3</sup> or more, engineering review is required and peer review costs will be applied.

**3.06.060 Fees of the Building Department.**

A. The following fees and charges are approved and shall be assessed and collected by the Building Department for Building Permits<sup>1</sup>:

Total Valuations <sup>1</sup>	Fees <sup>2</sup>
\$1.00 to \$500.00	\$65.00
\$501.00 to \$2,000.00	\$65.00 for the first \$500.00 plus \$3.66 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$119.90 for the first \$2,000.00 plus \$16.80 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$506.30 for the first \$25,000.00 plus \$12.12 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$809.30 for the first \$50,000.00 plus \$8.40 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,229.30 for the first \$100,000.00 plus \$6.72 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,917.30 for the first \$500,000.00 plus \$6.72 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$7,277.30 for the first \$1,000,000.00 plus \$6.72 for each additional \$1,000.00, or fraction thereof

<sup>1</sup> Note: Square foot construction costs are established using the International Code Council's Building Valuation Data which is updated at six-month intervals (February and August).

<sup>2</sup> Note: Refunds for permits issued will be limited to 80 percent of the permit costs, not later than 90 days after the date of fee payment. ~~No refunds for plan review costs will be given if the plan review has been conducted. Plan review deposit fees are non-refundable.~~

B. The following fees and charges are approved and shall be assessed and collected by the Building Department for building inspections:

Item	Fees
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<b>Inspections</b>	
Inspections for which no fee is specifically indicated (minimum charge – one hour)	\$65.00 per hour
Inspections outside of normal business hours (minimum charge—two hours)	\$65.00 per hour <sup>1</sup>
Re-inspection fees assessed under provisions of Section 305.8 due prior to the re-inspection	\$65.00 per hour <sup>1</sup>
<b>Residential Plan Review</b>	
<del>Residential</del> <u>Non-refundable residential</u> plan review deposit <del>for</del> new construction only	\$130.00 per permit
Residential plan review and additional plan review required due to changes, corrections, additions, and/or revisions to plans (minimum charge—one hour)	\$65.00 per hour <sup>1</sup>
<b>Commercial Plan Review</b>	
<del>Commercial plan review deposit, new construction, tenant finish and/or major remodel</del>	<del>\$260.00 per permit</del>
<del>Non-refundable</del> <u>Commercial plan review deposit for</u> initial plan review <u>only for new construction, tenant finish, and/or major remodel</u>	10% building fee, <u>\$260.00 min.</u>
Commercial plan review <del>—</del> <u>and</u> additional plan review(s) required due to changes, corrections, additions, and/or revisions to plans (minimum charge – one hour)	\$65.00 per hour
<del>Deferred</del> <u>Submittal</u> for portion of plan; prior approval by the Building Official required.	\$130.00 per submittal
<del>Outside</del> <u>Consultants</u> for plan checking and inspections	Actual costs <sup>1</sup>
<b>Specific projects (fee does not include plan review; see above)</b>	
Demo permits	\$15.00 per permit
Move <del>trailer or</del> mobile home <u>or manufactured home</u> into park	\$195.00 per permit
Mobile homes manufactured housing, camp models, or moved on structures on private property, not park	\$195.00 per unit
Garage, carport, or covered patio up to 600 square feet	\$195.00 per unit
Solar – roof mount	\$65.00 per permit
Solar –ground mount	\$130.00 per permit
<u>Residential swimming pool</u>	<u>\$260.00 per permit</u>
Mechanical electrical, and/or plumbing separate permits	\$65.00 per <del>item</del> <u>inspection</u>
<b>Floodplain Permits</b>	
Floodplain permit application	\$130.00 per permit
<b>Work Done without Permit</b>	
Investigation fee	200% permit fee

<sup>1</sup>Note: Actual costs include 10% administrative and overhead costs.

**3.06.070 Fees of the Civic/Grand Center.**

A. The following fees and charges are approved and shall be assessed and collected by the Civic/Grand Center for private events:

Services	Fees
<b>Private Events</b>	
Security Deposit <sup>1</sup>	\$500.00
Large Dining Hall <sup>2</sup>	
8 hours	\$500.00
Large Dining Hall plus 1 Small Meeting Rooms <sup>2</sup>	
8 hours	\$750.00
1 Small Meeting Room	\$25.00/hour
Commercial Kitchen with Staff Supervision <sup>3</sup>	
4 hours	\$140.00
8 hours	\$280.00

<sup>1</sup> Note: Cost of damage will be levied against the deposit posted with the County. Security deposits will be forfeited when notice of cancellation is less than 24 hours.

<sup>2</sup> Note: Includes use of small kitchen. Fees do not include food.

<sup>3</sup> Note: Four-hour minimum when renting the Commercial Kitchen.

B. The following fees and charges are approved and shall be assessed and collected by the Civic/Grand Center non-profit events:

Services	Fees
<b>Nonprofits (documentation of 501 (c)3 and/or Utah State Commercial Code approved Non Profit Associations, Including Fund Raisers is required)</b>	
Security Deposit <sup>1</sup>	\$500.00
Large Dining Hall <sup>2</sup>	
8 hours	\$250.00
1 Small Meeting Room	\$12.50/hour
Commercial Kitchen with Staff Supervision <sup>3</sup>	
4 hours	\$140.00
8 hours	\$280.00

<sup>1</sup> Note: Cost of damage will be levied against the deposit posted with the County. Security deposits will be forfeited when notice of cancellation is less than 24 hours.

<sup>2</sup> Note: Includes use of small kitchen. Fees do not include food.

<sup>3</sup> Note: Four-hour minimum when renting the Commercial Kitchen.

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**3.06.080 Fees of the Clerk/Auditor's Office.**

A. The following fees and charges are approved and shall be assessed and collected by the Clerk/Auditor's Office:

<b>Services</b>	<b>Fees</b>
Marriage license and one certified copy	\$30.00
Marriage license copy (certified)	\$6.00
Marriage license copy (not certified)	\$2.00
Precinct map copy	\$0.50
CD	\$10.00 per CD
Voter information:	
Setup fee (in addition to other charges)	\$20.00
Printouts	\$0.01 per name
Electronic file	\$0.005 per name
Diskettes	\$2.00 per disk
Labels	\$0.02 per name
Certifications	\$2.00
Licenses	
Business licenses	\$100.00 annual/pro-rated
Temporary Business License	\$10.00
Beer licenses	
Temporary 30-day	\$25.00
Off-premise beer retailer	\$100.00
Cabaret license	\$65.00
Special Event License	\$100.00
Tax Exempt Bonds Application Fee	\$2,000.00 plus all costs associated with processing application (bond counsel, attorneys, and financial advisors)

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**3.06.090 Fees of the Emergency Medical Services Department.**

The following fees and charges are approved and shall be assessed and collected by the Grand County Emergency Medical Services (EMS) Department:

- A. Ambulance treatment and transport for all emergency and/or 911 calls.
  - 1. Base rates and surcharges will be the maximum rates established by Utah Administrative Rule R426-8-2;
  - 2. As provided above, these rates may be adjusted annually on or after July 1st of each year, (Contact Grand County EMS at (435) 259-1301 or visit [health.utah.gov/ems/rulereg](http://health.utah.gov/ems/rulereg) for current rates);
  - 3. All disposable medical supplies not included in the above fees will be billed at the current fair-market value, (Contact Grand County EMS at (435) 259-1301 for current price list).
  
- B. Commercial fees and stand-by rates.
  - 1. Ninety-five dollars (\$95.00) per hour per ambulance, charged from the time an ambulance leaves the station until the time the ambulance returns to station and is available for service.
    - a. Lunch breaks, weather breaks, and other pauses in service (less than four hours) will be charged at the rate set in subsection (B)(1) of this section;
    - b. Fee (subsection (B)(1) of this section) includes at least two EMS personnel, first aid services, all fuel costs, and off-road services as necessary;
    - c. All emergency transports will be billed as listed in subsection A of this section;
    - d. All ambulances are ALS (Advanced) equipped.
  - 2. Fifty dollars (\$50.00) per hour per Quick Response Vehicle (QRV), charged from the time the QRV leaves the station until the time the QRV returns to the station and is available for service.
    - a. Lunch breaks, weather breaks, and other pauses in service (less than four hours) will be charged at the rate set in subsection (B)(1) of this section;
    - b. Fee (subsection (B)(2) of this section) includes one EMT-Advanced, first aid services, all fuel costs, and off-road services as necessary;
    - c. QRV will NOT transport patients nor non-EMS participants.
    - d. Forty dollars (\$40.00) per hour per Motorcycle, charged from the time the Motorcycle leaves the station until the time the Motorcycle returns to the station and is available for service.
    - e. Lunch breaks, weather breaks, and other pauses in service (less than four hours) will be charged at the rate set in subsection (B)(1) of the section;
    - f. Fee (subsection (B)(2) of the section) includes one EMT-Advanced, first aid services, all fuel costs, and off-road services as necessary;
    - g. Motorcycle will NOT transport patients nor non-EMS participants.
  
- 3. Cancellation fees:
  - a. No penalty if Grand County EMS is given twenty-four (24) hours or more notification of cancellation;
  - b. Six-hour minimum charge for any cancellation with less than twenty-four (24) hours' notification;
  - c. When an ambulance is expected to be on scene for more than six hours, but the event is cancelled or otherwise ends early, either six hours or the actual time on scene will be charged, whichever is greater.

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4. 3. In the event that an ambulance is needed at a commercial event for a period of time known to be less than six hours, the director of EMS may negotiate a fee considering the shorter time period.

C. Class fees and other training fees.

1. EMT-basic class:
  - a. ~~Five~~Seven hundred ~~fifty~~ dollars (\$700.00) tuition per student (includes text book, insurance, notebook, instructors, blood pressure cuff and stethoscope, and minimal supplies);
  - c. Student pays all certification fees, ~~of one hundred sixty five dollars (\$165.00)~~
2. EMT-Advanced class:
  - a. Any Grand County EMS employee is encouraged to enroll and complete the EMT-Advanced class at the department's expense;
  - b. ~~Three hundred dollars (\$400.00)~~Five hundred dollars (\$500.00) per non-Grand County EMS student (includes text book, insurance, instructors, ~~one testing fee~~ and some supplies);
  - c. Students ~~may be required to purchase some of their own supplies.~~pay all certification fees.
3. Practical recertification test:
  - a. Sixty dollars (\$60.00) per student per test (three attempts)—contact Grand County EMS to schedule;
  - b. No fee for Grand County EMS employees.
4. Use of Old Senior Center:
  - a. No charge to governmental agencies.
  - b. Twenty-five dollars (\$25.00) per hour for private groups.
  - c. Twelve dollars and fifty cents (\$12.50) per hour for non-profit groups (documentation of 501(c)3 or Utah State Commercial Code Approved Non-Profit Associations, including fund raisers, is required).
5. AHA CPR and First aid classes:
  - a. CPR class is forty five dollars (\$45.00) per student and includes the required text book.
  - b. First Aid is forty five dollars (\$45.00) per student and includes the required text book.
  - c. If both classes are done together the cost is seventy dollars (\$70.00).
  - d. County Departments who need certification will need to pay five dollars (\$5.00) for the certification cards.

**3.06.100 Fees of the Public Library.**

A. The following fees and charges are approved and shall be assessed and collected by the Public Library:

Services	Fees
Library cards	
Grand County adult resident	\$1.00
Quarterly fee for non-resident adult	\$15.00
Annual fee for non-resident adult	\$60.00

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Replacement Cards	\$1.00
Library late fees <sup>1</sup>	
Books and audio books per item	\$0.10 per day
Videos and DVD per item	\$0.10 per day
Interlibrary loan per item	\$1.00 per day
iPads and Kindle Fires per item	\$ <del>1</del> 5.00 per day
Maximum overdue fee per item excluding ILL, iPads and Kindle Fires	\$2.40
Lost or damaged library materials	Replacement cost
Charges filed fee	\$10.00 per item
Interlibrary loans	
Book or audio/visual item	\$4.00
Journal article	<del>\$0.10 per page</del> actual printing cost
Blank compact discs	\$1.00
Ear buds	\$2.00
Batteries	\$1.00
Postcards	\$0.50
Envelope (letter size)	\$0.25
Manila envelope	\$0.50
USB Flashdrives	Actual cost

<sup>1</sup> Note: Library late fees may be waived by the Library Director or designee.

### 3.06.110 Fees of the Old Spanish Trail Arena Recreation Complex.

A. The following fees and charges are approved and shall be assessed and collected by the Old Spanish Trail Arena Recreation Complex (OSTARC):

Services	Fees	Unit
<b>Preliminary charges and notes</b>		
<b>Booking fee</b> for this facility is Non-Refundable and is used to secure an event, <del>add dates to calendar, and draw up contracts.</del> Fee may be used for multiple events booked at the same time for that year.	\$50.00	Per Booking
<b>Security / Cleaning Deposit</b> (required at least 8 weeks prior to an event). Additional fees (Special Event Permit, etc) may apply to large events. Lower fees may apply for repeat users with a good track record. Fees are adjusted due to size of event & whether alcohol is sold, the security deposit will be determined according to OSTARC policy.	\$100.00-\$2500.00	Per Event
<b>Children Only Events</b> - with no added work - Security / Cleaning Deposit required	No <del>Charge</del> <del>Fee for</del> <u>facility hire</u>	
<b>Discount for Senior Citizen and Veteran Events</b> – with no added work – Security / Cleaning Deposit required	50%	Off base fees
<b>Open Riding</b> on full facility for residents/renters when available. <b>Not to be used to promote personal business</b>	No Charge	
<b>Government Agency Use</b> –Lighting charges may apply	No Charge	
<b>Events 5 hours</b> or less will be 50% of listed cost. (Entire facility includes lighting, heating & sound.)		

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<b>Discount for 501-C3 &amp; Utah State Commercial Code approved Non-Profit Associations</b> on base Cost of Indoor Arena, Outdoor Arena, Race Track, Entire Facility & Ball Fields Area (documentation required)	50%	Off base fees
<b>Local Residents</b> have <del>limited conditional</del> use of all ball fields free except for lighting costs <u>may apply</u> . Use subject to bookings. <u>Lighting costs at rates below:</u>		
<b>FOR ALL FACILITIES/EVENTS – USER CLEANS UNLESS PAYMENT FOR CLEANING IS AGREED UPON</b>		
<b>Off Season Jan, July, Nov, Dec</b>	<del>OFF SEASON</del>	
<b>Peak Season Feb, March, April, May, June, Aug, Sept, Oct</b>	<del>OFF SEASON /</del> <del>PEAK SEASON</del>	
<b>1. Entire Facility<sup>5</sup> (Ballfields and Rodeo Grounds) User Cleans</b>		
Off Season/Peak season - base Fee (without stalls)	<del>\$1200</del> 1250.00 / <del>\$1,836</del> 1850 .00	Per day
Off Season/Peak season - base fee (with all non used stalls) <sup>3,4</sup>	<del>\$2350</del> 2370.00 / <del>\$3,780</del> 3800.00	Per day
Arena facility (no stalls included)	<del>\$875</del> 890.00 / <del>\$1,150</del> 1170.00	Per day
Ballfields facility	<del>\$800</del> 820.00/ <del>\$1,084</del> 1104.00	Per day
<b>2. Indoor Arena <sup>1,2</sup>(Includes conference room &amp; parking.) User Cleans</b>		
Base Fee (includes 3 full grooms, all lighting & heating, air & sound) <sup>3,4,5</sup>	<del>\$250</del> 300.00/ <del>350</del> 400.00	Per day
<b>3. Concession Hire</b>		
Concession (event holder hires concessionaire – Food handlers permit required) <u>(sales receipts required)</u>	10%	Of Sales
<b>4. Conference Room</b>		
Hire (includes parking; Conference Room may not be available if indoor arena is rented) <sup>1,2,3</sup> – <u>booking required 1 week prior to meetings</u>	<del>\$12</del> 15.00	Per hour
Conference room is free to Event holders with rental of Indoor Arena and whole facility. <u>Reservations required one week prior to all meetings.</u>	No Charge	
<b>5. Outdoor Arena<sup>1,2,3,5</sup> -</b>		
Arena Base Fee (includes 2 full grooms) <sup>3,4,5</sup>	\$150.00	Per day
Lighting (when available)	\$10.00	Per hour
<b>6. Warm-up arena<sup>5</sup> –</b>		
Warm-up Arena Full Day hire (with 1 full groom) <sup>1,2,3,4</sup>	\$100.00	Per day
Warm up arena for stall renters and short term horse exercise	No Charge	
<b>7. Stalls –</b>		
Stall Rentals <sup>1,2,3</sup> <b>Stalls (bookings essential)</b> Price per horse per day	\$15.00	Per day

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Barn rentals (24 stall) Exist overnight & monthly rentals will be deducted <sup>1,2,3</sup>	\$288.00	Per day
Barn Rentals (26-stall) Exist overnight & monthly rentals will be deducted <sup>1,2,3</sup>	\$312.00	Per day
Monthly Contract Rental <b>User Cleans<sup>3</sup> (park 1 non-camp trailer free existing renters as per contract rate)</b> <sup>1</sup>	\$100.00	Per month
<b>8. Race Track<sup>5</sup> –</b>		
Race Track Full Day Rental -with 1 full groom <sup>1,2,3,4</sup>	\$230.00	Per day
<b>9. Pens – User Cleans</b>		
<del>Portable Livestock Pen Space</del> -outdoor arena <u>pens (Min 10' x 12' or Max 10' x 20')</u> -Price per horse per day	\$10.00	Per day
Livestock pens – Large (Max 10 Steer i.e. \$4ea/4 horses per pen i.e. \$10ea) <sup>1,2,3</sup>	\$8.00 - \$40.00	Per day
Long term rental of livestock pens (Max 10 steer/4 horses per pen) <sup>1,2,3</sup>	\$100.00	Per month
<b>10. Camping Over Night with Event or Stall Rental (In designated areas only)</b>		
Stall Renter Trailer Camping with electrical <u>and water</u> -(15 <del>0</del> day max. if no hookup free)	\$10.00	Per night
Non Stall Renters Trailer Camping - No electrical/water (10 day max.) <sup>7</sup>	\$25.00	Per night
Non Stall Renters Trailer Camping with electrical (10 day max.) <sup>7</sup>	\$30.00	Per night
Tent camping (10 day max.) <sup>7</sup> per night per family tent	\$10.00	Per night
<b>11. Ball Fields Area- No out-side use between the hours of 10:30pm to 7:00am.</b>		
Pavilion (Hourly use – max 5hrs 7:00am to 10:30pm)	\$20.00	Per hr
Pavilion (Daily use – 7:00am to 10:30pm)	\$150.00	Per day
Concession (event holder hires concessionaire. Food handlers permit required)	10%	Of sales
Ticketed events (as per arena) – <b>Pay to OSTARC</b>	\$1.00	Per ticket
Portable sound system rental	\$50.00	Per day
Individual Ball fields / Soccer fields – competition use/training	\$200.00	Per day
Individual Ball fields / Soccer fields 0 competition use/ training up to 5 hrs	\$20.00	Per hr
Ball field lights per field	\$8.00	Per hr
<b>Additional Services &amp; Fees</b>		
<del>12. Arena reduction of lighting &amp; heating banks— 4 of each available</del>	<del>\$15.00</del>	<del>Per bank</del>
<del>13</del> 12. High amp outlets (Twist lock fittings suitable for sound systems)	\$35.00	Per day
Timing equipment	\$25.00	Per day
<del>14</del> 13. Compact Arena with double drum rollers	\$475.00	Per work
<del>15</del> 14. Compact Arena with tractor (Half as compact as with double drum roller )	\$200.00	Per work
<del>16</del> 15. Arena or outside pen rails removal (\$325) & re-installation (\$325) (Rails normally up) (some Panels/ <u>chutes</u> are not removable)	\$650.00	Complete

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<del>1716.</del> Remove Rails and replace- Inside (front rails + front half of side rows)	\$20.00	Per panel
<del>1817.</del> Sorting Round Pens x 2 – Put Up & Take Down	\$300.00	Complete
<del>1918.</del> Ticketed Events - <b>Pay to OSTARC</b>	\$1.00	Per ticket
<del>2019.</del> Arena Work - during normal business hours (Monday-Friday, 7:00am-4:00pm)	\$25.00	Per work
<del>2120.</del> Arena -Partial Work Normal time/overtime	\$15.00 /25.00	Per work
<del>2221.</del> Race Track Water	<del>\$100200.00</del>	Per work
<del>2322.</del> Race Track Work	<del>\$75125.00</del>	Per work
<del>2423.</del> Staff Cost - per employee <b>normal time/ after hours</b> (1-hr minimum, in 1-hr increments thereafter)	\$35.00	Per hour
<del>2524.</del> Tractor, Driver & Implement (1-hr minimum, in 1-hr increments thereafter) <sup>4</sup>	\$50.00	Per hour
<del>2625.</del> Storage Shed Rental – Prorated for portion of year	\$365.00	Per year
<del>2726.</del> Astroturf almost entire arena (14 rolls)	\$480.00	Per install
<del>2827.</del> Astroturf \$40 per roll, does not cover the complete arena	\$40.00	Per roll
<del>2928.</del> Roll-off Dumpster or disposal of garbage to dump other than 3 site dumpsters (large events should arrange Roll off dumpster)	At Cost	Per load
<del>3029.</del> Arena use for local riding lessons, training, etc. Max 5 horses/hr during open riding <sup>6</sup>	\$5.00	Per rider
<del>3130.</del> Arena use for local group riding lessons, training, etc., - exclusive use – Max 4 hrs <sup>6</sup>	\$10.00	Per rider
<del>3231.</del> Hire of the BMX track/UTV obstacle course and maintenance track	\$20.00	Per day
<del>3332.</del> * Parking lots individually rented when no event is using them	\$100.00	Per night
<del>3433.</del> Local discount (one discount per event)	\$50.00	Per event
<del>3534.</del> <u>Non Commercial</u> Truck and <u>UTV</u> Trailer parking	\$10.00	Per day
<del>35.</del> <u>Projector</u>	<u>\$20.00</u>	<u>Per day</u>
<del>36.</del> <u>Tables (each) 14 white and 12 brown available</u>	<u>\$2.00</u>	<u>Per day</u>
<del>37.</del> <u>Chairs (each) 33 orange and 18 black available</u>	<u>\$1.00</u>	<u>Per day</u>
<del>38.</del> <u>Truck (semi trailer) parking by reservation and for emergency only<sup>8</sup></u>	<u>\$25.00</u>	<u>Per night</u>

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**Footnotes**

- <sup>1</sup> Note: Cost of damage will be levied against the Cleaning Deposit. Cleaning deposits will be forfeited when notice of cancellation is less than 1 week prior to event.
- <sup>2</sup> Note: Renting of some areas of the facility may cause adjacent areas to be closed and may result in rental of half or the whole facility.
- <sup>3</sup> Note: User and/or Event Holders are responsible for cleaning facilities and stalls which will be inspected 1st business day after event. If user requires OSTA to clean, cost will be at staff cost per hour line item.
- <sup>4</sup> Note: Only trained County employees will be allowed to operate OSTA equipment.
- <sup>5</sup> Note: To encourage additional events and future business at the facility, reductions to **base fees** for repeat customers in good standing may include: one repeat event the following year at 20% off; 2-4 events annually at 30% off; more than 5 events annually at 40% off; monthly events at 50% off. Only one type of discount applies.

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<sup>6</sup>Note: This fee is to promote local equestrian development.

<sup>7</sup>Note: County policy prohibits camping unless associated with an event or as an exception when all camp grounds are full in town.

<sup>8</sup>Note: Semi trailers may park in agreed location subject to events and subject to individual approval by manager. This use is on a situational basis where drivers have inadvertently used their drive hours up and have nowhere to park in Grand County. No generators to run at night near condos. No parking near condos.

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Approved October 6, 2015 and Effective January 1, 2016

**3.06.120 Fees of the Recorder's Office.**

A. The following fees and charges are required by the Section 17-21-18.5 of the Utah Code Annotated (UCA). If there is a conflict between the fees contained herein and the Utah Code Annotated, the fees in the Utah Code Annotated shall govern:

<b>Recording Fees</b>	<b>Fees</b>
Recording any instrument (UCA 17-21-18.5 (1) (a))	\$10.00
Recording any instrument under Title 70A Uniform Commercial Code (UCA 17-21-18.5 (1) (b))	\$10.00 for the first page and \$2.00 for each additional page plus \$1.00 for each additional description
Recording a right-of-way connected with or appurtenant to any tract of land described in the instrument (UC 17-21-18.5 (1) (c))	\$1.00, but if the instrument contains more than two names for either the first or second party, or plaintiffs or defendants, \$1.00 for each additional name
Recording mining locations notices and affidavits of labor (UCA 17-21-18.5 (1) (d))	\$10.00 for the first page and \$2.00 for each additional page
Recording mining locations notices and affidavits of labor which contain more than two signers (UCA 17-21-18.5 (1) (e))	\$1.00 for each additional name, and for an affidavit or proof of labor which contains more than one mining claim, \$1.00 for each additional mining claim
Recording certificates under seal (UCA 17-21-18.5 (2) (b))	\$5.00
Recording any plat (UCA 17-21-18.5 (2) (c))	\$30.00 for each sheet and \$1.00 for each lot or unit designation
Taking and certifying acknowledgements, including seal (UCA 17-21-18.5 (2) (d))	\$5.00 or one name and \$2.00 for each additional name
Recording any license issued by the Division of Occupational and Professional Licensing (UCA 17-21-18.5 (2) (e))	\$10.00
Recording a Federal Tax Lien or discharging of the lien (UCA 17-21-18.5 (2) (f))	\$10.00

B. The following fees and charges are approved and shall be assessed and collected by the Recorder's Office for plat maps:

<b>Printing and Copying Plat Maps<sup>1</sup></b>	<b>Fees</b>
18" x 18"	\$1.00
All sizes over 18" x 18"	\$3.00
Aerial maps	\$6.00
Survey maps—18" x 18" (Computer-generated)	\$1.00

<sup>1</sup> Note: For any of the above maps mailed, add two dollars (\$2.00).

Approved October 6, 2015 and Effective January 1, 2016

C. The following fees and charges are approved and shall be assessed and collected by the Recorder's Office for copies, faxes and e-mails:

Copies and Faxes	Fees
Assessment roll	\$1,000.00
Address list Per Parcel	\$0.10
Partial lists	\$2.00/page
Copies/Prints- Black & White	
Self-Serve: Any size	\$0.25/printed page
Staff-Serve	\$0.50/printed page
Staff-Serve- Including search and mailing	\$1.00/ printed page
Abstract book	\$2.00 per page
Other	as determined by department

**3.06.130 Fees of the Road Department.**

A. The following fees and charges are approved and shall be assessed and collected by the Road Department for services:

Services	Fees
Right-of-way Encroachment permits including driveways, access roads and other similar encroachments not associated with an active building permit.	\$250.00
Use of Equipment <sup>1</sup>	Equipment according to the rates published by <i>Equipment Cost Reference Guide</i>
Use of Operators <sup>1</sup>	Current hourly average of wage and all benefits of a County employee with the classification of Operator 1, 2 or 3
Street Vacation	\$300.00
Signs	
Creating Street Signs	\$50.00
Installation of Signs	\$175.00 per sign

<sup>1</sup> Note: Use of equipment or operators is limited to agreements that the County may have with other governmental entities.

B. The following fees and charges are approved and shall be assessed and collected by the Road Department for pavement cut permits:

Pavement Cut Permits	Fees
Non-paved excavation	\$150.00
Cuts in paved surfaces ( <u>require verification that roadway cannot be bored</u> )	\$200.00
Road bores across a paved County Road	\$150.00
Cuts in asphalted surfaces 3 years old or less	\$1,000.00

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Unauthorized excavation in County of Right of Ways <sup>1</sup>	\$2,000.00 plus pavement cut permit fee
Multiple cuts into the County Right of Ways for the same development <sup>1</sup>	\$2,000.00

<sup>1</sup> Note: County Road Supervisor may waive this fees based upon the circumstances including multiple cuts for looping of utilities or other practical reason.

**3.06.140 Fees of the Sand Flats Recreation Area.**

A. The following fees and charges are approved and shall be assessed and collected by the Sand Flats Recreation Area:

Services	Fees
Day use	\$5.00 for 1 day or \$10.00 for 7 days per 4-wheeled vehicle
	\$2.00 for 1 day or \$5.00 for 7 days per person by shuttle, bicycle or motorcycle
	\$5.00 per vehicle trailer
First Come First Serve Campsites	\$15.00 per vehicle with up to 5 people, then \$2.00 each additional person and \$5.00 per vehicle trailer
Reserved Group Campsite (E Sites) <sup>1</sup>	\$50.00/night plus \$10.00 reservation fee for group camping (11-16 people)
Sand Flats Annual pass	\$25.00 Up to 85 free passes may be provided annually, at SFRA Manager's discretion, to a variety of entities directly involved in supporting SFRA operations.
Acceptance of America the Beautiful- National Parks and Federal Recreational Lands <b>Access Pass</b> (for disability related discounts for day use and camping)	\$0.00 Day use 50% off camping fee

<sup>1</sup>Note: First night camping plus \$10 reservation fee is non-refundable.

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**3.06.150 Fees of the Sheriff's Office.**

A. The following fees and charges are required by Section 17-22-2.5 of the Utah Code Annotated (UCA). If there is a conflict between the fees contained herein and the Utah Code Annotated, the fees in the Utah Code Annotated shall govern:

Services	Fees
Serving notices, rules, order subpoena, garnishments, summons, or summons and complaint, garnishee execution, or other process by which an action or proceeding is commenced on each defendant (UCA 17-22-2.5 (2) (a))	\$20.00 (UCA 17-22-2.5 (2) (a)) Plus, traveling fee <sup>1</sup> of \$2.50 for each mile necessarily traveled, in going only, computed from the courthouse for each person served, to a maximum of 100 miles (UC 17-22-2.5 (4) (a) (i))
Taking or approving a bond or undertaking in any case in which he is authorized to take or approve a bond or undertaking, including justification (UCA 17-22-2.5 (2) (b))	\$5.00
Copy of any writ, process or other paper when demanded or required by law (UC 17-22-2.5 (2) (c))	\$0.50 for each folio
Serving an attachment on property, or levying an execution, or executing an order of arrest for an order for the delivery of personal property (UCA 17-22-2.5 (2) (d))	\$50.00 (UCA 17-22-2.5 (2) (d)) Plus, traveling fees <sup>1</sup> only collected for the actual distance traveled beyond the distance required to serve the summons if the attachment of those orders accompany the summons in the action and may be executed at the time of the service of the summons (UCA 17-22-2.5 (5))
Taking and keeping possession of and preserving property under attachment or execution or other process (UCA 17-22-2.5 (2) (e))	The amount that the court orders to a maximum of \$15.00 per day
Advertising property of sale on execution, or any judgment, or order of sale, exclusive of the cost of publication (UCA 17-22-2.5 (2) (f))	\$15.00 (UCA 17-22-2.5 (2) (f)), shall be collected from the judgment debtor's part of the execution in the same manner as the sum directed to be made (UCA 17-22-2.5 (3))
Drawing and executing a sheriff's deed or certificate of redemption, exclusive of acknowledgment (UCA 17-22-2.5 (2) (g))	\$15.00 to be paid by the grantee
Recording each deed, conveyance, or other instrument affecting real estate, exclusive of the cost of recording (UCA 17-22-2.5 (2) (h))	\$10.00 to be paid by the grantee
Serving a writ of possession or restitution, and putting any person entitled to possession into possession of premises, and removing occupant (UCA 17-22-2.5 (2) (i))	\$50.00 (UCA 17-22-2.5 (2) (i)) Plus, traveling fee <sup>1</sup> of \$2.50 for each mile necessarily traveled, in going only, computed from the courthouse for each person served, to a maximum of 100 miles (UCA 17-22-2.5 (5) (a) (i))

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Holding each trial of right of property to include all services in the matter, except mileage (UCA 17-22-2.5 (2) (j))	\$35.00
Conducting, postponing, or canceling a sale of property (UCA 17-22-2.5 (2) (k))	\$15.00
Taking a prisoner in civil cases from prisoner before a court or magistrate (UCA 17-22-2.5 (2) (l))	\$2.50, for each mile necessarily traveled in going only, to a maximum of 100 miles
Taking a prisoner from the place of arrest to prison, in civil cases, or before a court or magistrate (UCA 17-22-2.5 (2) (m))	\$2.50, for each mile necessarily traveled in going only, to a maximum of 100 miles
Receiving or paying over money on execution or other process (UCA 17-22-2.5 (2) (n))	If the amount does not exceed \$1,000, 2% of this amount with a minimum of \$1.00; if amount collected exceeds \$1,000, 2% on the first \$1,000 and 1.5% on the balance
Executing in duplicate a certificate of sale, exclusive of filing it (UCA 17-22-2.5 (2) (o))	\$10.00
Delivering an insane person to the Utah State Hospital, when cost of delivery is payable by a private individual (UCA 17-22-2.5 (5) (a))	\$2.50 per mile for the distance from the county seat of his county to the Utah State Hospital, to a maximum of 100 miles; If the sheriff requires assistance to deliver the person to the Utah State Hospital, the sheriff may also charge the actual and necessary cost of that assistance (UCA 17-22-2.5 6 b)
Obtaining a saliva DNA specimen under section 53-10-404 (UCA 17-22-2.5 (6))	\$150.00

<sup>1</sup> Note: The Sheriff may only charge one mileage fee if any two or more papers are required to be served in the same action or proceeding at the same time and at the same address. (UCA 17-22-2.5 (5) (b)). If it is necessary to make more than one trip to serve any notice, order, process or other paper, the Sheriff may not collect more than two additional mileage charges (UC 17-22-2.5 (5) (c)).

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**B.** The following fees and charges are approved and shall be assessed and collected by the Sheriff's Office:

<b>Services</b>	<b>Fees</b>
Accident reports	\$7.50
Per page for reports	\$1.00
Postings	\$5.00 per posting
Commercials, security, etc.	\$65.00 per hour/4-hour minimum
Vehicle use for commercials, movies, security	\$35.00 per hour plus \$1.00 per mile
Bailiff fees/ Security fees	\$18.00 per hour
Photo evidence	\$1.00 per picture
In-car video reproduction	\$40.00
Audio/research	\$25.00 plus \$25.00 per hour for reproductions that require extensive labor
<b>Jail fees:</b>	
Charge to state per inmate	\$46.85 per day
Charge to state for felony probationers	\$27.10 per day
Housing for non law enforcement transportation agencies	\$75.00 per day
Housing for out of County jail commitments	\$45.00 per day
Daily processing work release inmates	\$25.00 per day
Daily processing half way out work release inmates	\$10.00 per day

**C.** The following fees and charges are approved and shall be assessed and collected by the Sheriff's Office for Grand County **Search and Rescue (GCSAR)**:

<b>Search and Rescue Services</b>		<b>Fees</b>
Type of Incident	Definition	Billing Rate per 24 Hour Period
Small	3 hours or less, 6 responders or fewer	\$250.00
Medium	Over 3 hours, 6 responders or fewer	\$500.00
Medium	3 hours or less, 7 or more responders	\$500.00
Large	Over 3 hours, 7 or more responders	\$750.00
Expendables	i.e. Helicopter rent/fuel, damaged equipment, etc.)	actual replacement cost

<b>GCSAR Special Event Reimbursement Schedule</b>	<b>Fees</b>
Personnel	\$25.00/hour, 4 hour minimum

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ATV/UTV	\$125.00 per unit/24-hr. day or less
Snowmobile	\$125.00 per unit/24-hr. day or less
Personal Water Craft	\$125.00 per unit/24-hr. day or less
Boat	\$250.00 per unit/24-hr. day or less
Tow or Transport Vehicle	\$35.00 per unit/24 hour day plus \$1.00/mile

**3.06.160 Fees of the Surveyor’s Office.**

A. The following fees and charges are approved and shall be assessed and collected for the Surveyor’s Office:

Services	Fees
Filing fee	\$10.00 per survey

**3.06.170 Fees of Star Hall.**

A. The following fees and charges are approved and shall be assessed and collected for the Star Hall:

Services	Fees
Short- Term Hall rental (Less than a week)	\$25.00 per hour (3-hour minimum)
Long- Term Hall rental (More than a week)	\$300.00 per week plus \$25.00 per hour during performance night
Security deposit <sup>1</sup>	\$300.00
501(c)3 and <b>Utah State Commercial Code approved Non Profit Associations</b> (documentation required)	50% off of Short –term or Long-term rental
Open/close fee (if required)	\$30.00
Extra custodial service	\$18.00 per hour
Lighting Board and Public Address System Deposit <sup>2</sup>	\$150.00 <sup>3</sup> plus the actual cost of technician fees (paid directly to technician)
Projector, DVD, and Audio Supplies Deposit <sup>2</sup>	\$150.00 <sup>3</sup> plus the actual cost of technician fees (paid directly to technician)
Portable Projector/Use of Wireless Microphone	\$150.00

<sup>1</sup> Note: Cost of damage will be levied against the deposit posted with the County. Remainder of the charges for damages will be paid by individual or entity in which the County has the rental agreement with. Security deposit will be forfeited when notice of cancellation is less than 24 hours.

<sup>2</sup> Note: This equipment shall only be released to authorized individuals approved by the County. A list of names with contact information of authorized individuals is available upon request. Renter is to make arrangements with authorized individuals to provide service associated with using the equipment. All other operators must be pre-approved by the County before the event.

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<sup>3</sup> Note: In the event any damage to the equipment occurs as a result of an unapproved person or persons handling, the Renter agrees to pay all costs to repair or replace equipment. Cost of damage will be levied against the deposit posted with the County. Remainder of the charges for damages will be paid by Renter with whom the County has the rental agreement.

**3.06.180 Fees of the Moab Area Travel Council.**

A. The following fees and charges are approved and shall be assessed and collected by the Moab Area Travel Council:

Services	Fees
Labels	\$0. <del>02</del> <sup>05</sup> each
CD's (one-time charge)	\$10.00

**3.06.190 Fees of the Treasurer's Office.**

A. The following fees and charges are approved and shall be assessed and collected by the Treasurer's Office:

Services	Fees
Tax and assessment roll	\$1,000.00
Partial tax roll	\$2.00 per page
Name and address index	\$0.10 per parcel
Information search	\$25.00 per hour (1 hour minimum)
Parcel information printout	\$0.25 per parcel per tax year
Back Tax Report	\$10.00
Other	As determined by department

**3.06.200 Fees of the Weed Department.**

A. The following fees and charges are approved and shall be assessed and collected by the Weed Department:

Services	Fees
Spray time	\$52.00 per hour
Travel time	\$32.00 per hour
Mileage	\$0.75 per mile
Truck with spray rig	\$25.00 per hour
Tordon 22K	\$0.45per ounce
Vanquish	\$0.45 per ounce
2, 4-D Amine	\$0.15 per ounce
Escort	\$8.00 per ounce
Curtail	\$0.40 per ounce
Milestone	\$2.75 per ounce
Roundup Pro / rodeo	\$0.25 per ounce
Transline	\$0.92 per ounce

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**3.06.210 Fees of Canyonlands Field (CNY).**

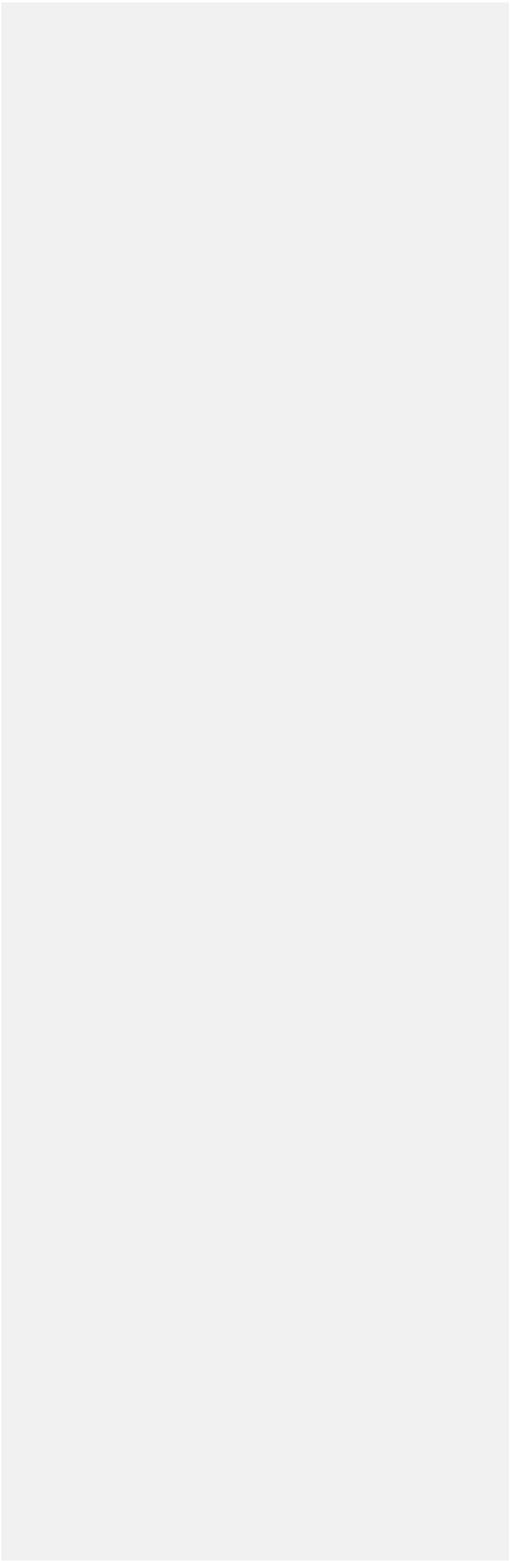
A. The following fees and charges are approved and shall be assessed and collected by the Canyonlands Field:

Services	Fees
Landing Fee; Commercial Operations at CNY	\$0. 70/1000 lbs. Max. Take Off Weight (MTOW)
Fuel Flowage Fee – FBO authorized vendor	\$0.065/gallon
Fuel Flowage Fee – Other than FBO	\$0.55/gallon
Retail Sales Office Area (2 years or more)	\$3.25/sq. ft. per month
Retail Sales Office Area (23 months or less)	\$4.25/sq. ft. per month
Reserved Car Parking Spaces light passenger cars and light trucks only (30 days or more)	\$65.00/space/month
Retail Sales Office and Ground Lease Application Fee	\$80.00
Ground Lease	\$0.23/sq. ft./year
Water and Sewer Rates	\$19.50/month for water \$22.66/month for sewer
Ramp Fees	\$60.00 aircraft over 10,000 lbs. MTOW \$225.00 aircraft over 25,000 lbs. MTOW
Aircraft Parking/Tie Downs (Subject to long-term lease with Fixed Base Operator (FBO))	
Lease Rate	Hangar “A” \$0.27/sq.ft./month Hangar “B” \$0.29/sq.ft./month
Hangar “A” 60’x80’=4800 sq.ft. Hangar “B” 70’x90’+20’x60’=7500 sq.ft.)	
Billboard Fees – To be let for one-year term minimum	\$1. 45/sq. ft. / month
Airport Clean-up (runway/taxiway/ramp)	\$150/hr + equipment charges
Parachute Landing Area Maintenance	\$100/mo/skydive company
Commercial TV/Film	\$1000/day + Insurance naming Grand County as secondary
Non-aviation vending and concessions	<del>Greater value of Sq ft office lease OR</del> 10% gross sales
<del>Shuttle/Taxi/</del> Non-airport based Car Rental usage permit	\$500/year/ <u>company</u>
Terminal Advertising	\$3.25/sq ft
<u>Ground Transportation Vehicle (more than 1 vehicle/company)</u>	<u>\$20/vehicle/year</u>
<u>Business User garbage collection</u>	<u>\$0.01/sq ft/month</u>
<u>Private User garbage collection</u>	<u>\$0.005/sq ft/month</u>
<u>After Hours ARFF Coverage</u>	<u>\$75.00</u>
<u>Ground Lease (landside base rate; 2x airside)</u>	<u>\$0.46/sq ft/year</u>
<u>Natural Gas transport rate</u>	<u>\$100/month/company</u>

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**3.06.220 Fees of the Haz-Mat Response Task Force.**

A. The following fees and charges are approved and shall be assessed and collected by the Haz-Mat Response Task Force:

Services	Fees
All services rendered by the Haz-Mat Response Task Force	Actual costs as calculated by the Haz-Mat Response Task Force

**3.06.320 Waiving Fees**

A. **Waiving Fees to Governmental Entities.** Elected officials or department heads may waive the fees contained in this ordinance for services provided to other governmental entities.

B. **Waiving of Fees.** The County Council shall not consider requests to waive fees for a specific individual or entity that are not governmental entities.

**3.06.330 Return of Fees.**

A. **Return of Fees.** If service is not rendered, the Elected Official or Department Head may recommend to the Clerk Auditor in writing that the fees paid by an individual or entity be returned. Aggrieved individuals may appeal the Clerk Auditor's decision to the County Council.

**3.06.340 Common Procedures for Collecting Additional Fees.**

A. **Additional Fees.** If services require more resources than anticipated in the original application fee, either by County staff, services rendered by a professional or other third party services, the customer shall be responsible to reimburse Grand County for these charges plus 10% of the charges to cover administrative costs. Such fees and charges shall accrue to, and are payable by, the entity which receives service, executes an application, enters into a development agreement, or requests the service.

B. **Billing Statements.** The County shall bill customers for excess reimbursable fees accruing under this section and all other charges on a regular basis within forty-five (45) days of services. The billing by the County shall be in reasonable detail to permit the customer to determine the reason for the expenditure, and fees or charges incurred, along with the rate or other basis for the charge. Billings for reimbursable fees are due upon receipt and if the balance due is not paid within thirty (30) days of mailing, the customer is delinquent and is in default to the County. Billing statement from the County to the customer shall be deemed correct, accurate, undisputed and due in full unless the Clerk Auditor shall receive in writing of a disputed bill in reasonable detail to ascertain the exact question or matter in dispute within thirty (30) days of the postmarked date on the mailed statement or the date of hand-delivery if the statement is not delivered through the U.S. Mail.

C. **Conference with Customer.** The customer, or their representatives, may informally confer with County staff to obtain further information, ask questions, and receive clarification of charges included on the billings. An informal conference may result in changes to the invoice from the County to the customer. If the invoice is corrected or changed, the customer shall pay the corrected invoice within fifteen (15) days of receipt of the corrected invoice.

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**D. Disputed Amount to County Council.** Any disputed amount after the customer has conferred with the County Staff may be disputed to the County Council. The customer shall notify the Clerk Auditor again in writing regarding the contested amount. The Clerk Auditor shall notify the Council Administrator to the need to place the issue on the County Council's agenda. The County Council shall consider the payment dispute in a regularly scheduled County meeting. Notice of the time, date and place of the meeting where the disputed statement will be considered by the County Council will be mailed to the customer not less than five (5) days before the date of the meeting. The customer may present any statement or evidence supporting the customer's position with respect to the dispute. The County Council shall vote on each disputed charge by the customer to determine whether or not to reduce or eliminate the disputed charges. The decision of the County Council shall be final.

**E. Customers in Default.** Customers must remain in good standing with all amounts due and payable to the County paid as such amounts become due. Customers who are delinquent in payment of reimbursable fees and charges to the County shall be deemed to be in default and future requests for services shall be delayed until the customer has remedied the default.

This Ordinance shall take effect after publication.

**ATTEST:**

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

\_\_\_\_\_  
Elizabeth A. Tubbs, Grand County Council Chair