

STATE OF UTAH



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF CREATION

I, SPENCER J. COX, LIEUTENANT GOVERNOR OF THE STATE OF UTAH, HEREBY CERTIFY THAT there has been filed in my office a notice of creation of the CASTLE DALE BUILDING COMMISSION as an interlocal entity, dated March 1st, 2016, in substantial compliance with Section 11-13-204, Utah Code Annotated, 1953, as amended.

NOW, THEREFORE, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of creation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the CASTLE DALE BUILDING COMMISSION, consisting of the county of Emery, State of Utah.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Utah at Salt Lake City, this 4th day of April, 2016.


SPENCER J. COX
Lieutenant Governor

March 2, 2016

Lieutenant Governor
Mr. Spencer J. Cox
Utah State Capitol Complex, Suite 220
P.O. Box 142325
Salt Lake City, Utah 84114-2325

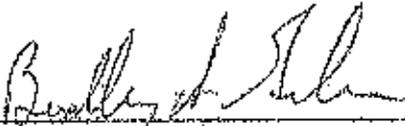
Re: *Notice of Impending Boundary Action for Castle Dale Building Commission*

Honorable Lt. Governor and Staff:

This is a Notice of Impending Boundary Action for a new Interlocal Entity created under the Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code. The name of the new entity is the "CASTLE DALE BUILDING COMMISSION". The Castle Dale Building Commission is created by the following public bodies: Castle Dale City, the Castle Valley Special Service District, and the Entry Water Conservancy District. As part of this Notice included are the approving minutes of each of the legislative bodies of each sponsor public body. Also, included is the Interlocal Agreement.

Also included is a final plat of local entity boundary action consistent with Title 17-23-20 of the Utah Code, signed by the Carbon County Surveyor and by the preparing Professional Land Surveyor.

I certify that to the best of my knowledge, all requirements applicable to the requested boundary action have been met.



Chair, Castle Valley Special Service District



District Manager, Castle Valley Special Service District

(District Seal)



**CASTLE VALLEY SPECIAL SERVICE DISTRICT
REGULAR BOARD MEETING
OCTOBER 15, 2015**

MEMBERS PRESENT

VARIAN ALLEN
BRAD GILES
HILARY GORDON
TRENT JACKSON

ETHAN MIGLIORI
GARY PRICE
JEFF TUTTLE
KENT WILSON

STAFF PRESENT

JACOB SHARP
CRAIG BUNNELL
MERRIAL JOHANSEN
DIANE HAGARA

MEMBERS NOT PRESENT

BRENT HADFIELD ROGER SWENSON MICHAEL TAYLOR

Welcome by Chairman, Brad Giles at 7:00pm.

1. **Review and Approval of Minutes of September 17, 2015**

Motion was made by Varian Allen and seconded by Hilary Gordon to approve the minutes of September 17. All those present voted for.

Motion was made by Trent Jackson and seconded by Jeff Tuttle to enter into a public hearing. All those present voted for.

2. **Public Hearing to be held at 7:00pm** to receive public comment with respect to obtaining a Community Impact Board loan and grant in the amounts of \$1,000,000 and \$945,000 respectively, for the 2016 District Capital Improvement Projects.

No public comment received. No public in attendance. Jacob explained the purpose of the public hearing and discussed the Community Impact Board application with the board.

Motion was made by Kent Wilson and seconded by Jeff Tuttle to close the public hearing. All those present voted for.

3. **Discussion of 2015 Construction Projects**

a. **2015 Curb & Gutter Project**

Jacob stated that there is no change on this project. B Hansen Construction's time was stopped. They are working on another project. They will have five days left to come back and finish the Huntington City/UDOT project.

b. **2015 Drainage Project**

Jacob stated that Nielson Construction completed this project last week. There was a final inspection this morning. There are a few punch list items. They finished by October 7th which was their cutoff date.

Jacob explained that there are over-runs on the pavement in Orangeville, but the bulk of the over-runs are on the sewer line in Ferron, due to asphalt quantities.

Pay Estimate #3 is in the amount of \$172,080.77 with \$9,056.88 being held in retainage. They are 102% complete and 100% complete on time used.

Nielson Construction donated the asphalt removal which was about \$5,000. However, the asphalt over-run was about \$15,000.

The good news is that the rest of the project ran under by about \$8,000. Nielson Construction has done a good job paying.

c. **2015 Chip Seal Project**

Jacob stated that this project has been completed. Nielson Construction was paid for 163 gallons of paint for the second coat of striping. We are releasing retainage on the project.

Final Pay Estimate #3 is for \$6,438.50 with \$22,543.33 of retainage being released. The total amount is \$28,981.83.

Merrial stated that change order #1 is for a decrease of \$14,724.87, which brings the new contract price to \$457,305.13.

Motion was made by Hilary Gordon and seconded by Gary Price to approve change order #1 decreasing the amount by \$14,724.87. Motion carried by roll call vote: Jeff Tuttle – yes; Varian Allen – yes; Tront Jackson – yes; Kent Wilson – yes; Hilary Gordon – yes; Ethan Migliori – yes; Gary Price – Yes.

d. **2015 Project Cost Overview**

Jacob reviewed the cost overview handout. He explained the \$4,500 left in contingency and stated that this number will drop a little next month after final quantities are paid.

4. **Discussion and Approval of 2016 Tentative Budget**

Jacob reviewed the tentative budget for the General Fund. He discussed the property tax rate and mineral lease revenue. Jacob proposed a 1% cost-of-living increase for District employees and suggested raising the District employee cell phone stipends to \$40 per month. Jacob pointed out that the \$50,000 budget for the new building remains.

Ethan stated that the property tax number should remain flat. He suggested adjusting the mineral lease revenue by half for next year's projections.

Jacob stated that since the mineral lease revenue is earmarked for road maintenance projects (crack seal, chip seal), we will need to adjust the road maintenance expenses.

Jacob stated that the 'Capital Expense' line item includes the backhoe lease payments, two new pickup trucks and a dump truck payment. He explained the 'Transfer to Capital Projects' line item is to set up reserve accounts for the Ferron WTP and the Emery WTP. There is an existing reserve account for the Huntington WTP that Jacob would like to add to.

Jacob reviewed the tentative budget for the Capital Projects Fund. He explained that the \$2,700,000 for the Ferron WTP was budgeted for 2015. However, we have not yet closed on this loan. We have spent \$689,223.25 so far this year on this project. We will get direction from our auditors on how to budget for that. We will have to split the two years. When we amend the 2015 Budget, we will reflect that change.

Jacob reviewed the tentative budget for the Debt Service Fund. He explained that this fund tracks our bond repayments only.

Motion was made by Varian Allen and seconded by Hilary Gordon to approve the 2016 Tentative Budgets for the General Fund, Capital Projects Fund and Debt Service Fund. Motion carried by roll call vote: Jeff Tuttle – yes; Varian Allen – yes; Trent Jackson – yes; Kent Wilson – yes; Hilary Gordon – yes; Ethan Migliori – yes; Gary Price – Yes.

5. **Discussion of New City Hall Project – Approval of Inter-local Agreement**

Jacob informed the board that the agreement creating the inter-local agency, drafted by bond attorney Eric Johnson, has been finalized. The name that was chosen for this agency is the *Castle Dale Building Commission*. The building committee and Craig Bunnell have reviewed this agreement. However, Jay Mark Humphrey indicated that he had a few changes that he would like to make. We do not yet have those changes.

Kent stated that he would like to read this agreement before he votes to approve it. However, if Brad Giles and Craig Bunnell have reviewed, he will approve.

Motion was made by Kent Wilson and seconded by Varian Allen to approve the Inter-local Agreement, pending review and changes from the Emery Water Conservancy District. All those present voted for.

6. **Discussion of Ferron Water Treatment Plant Project**

Jacob stated that the Division of Drinking Water requires some changes on the plans before their final approval. Jacob explained these changes in detail and stated that these changes will be made to the plans and resubmitted next week.

Kent asked if there will be any costs with these changes.

Jacob stated that these changes shouldn't increase the cost too much.

Jacob reviewed the Ferron WTP cost overview handout.

a. **Approval of HVAC Equipment**

Jacob stated that the HVAC Equipment proposed by Johnson Heating is \$124,975. Negotiations with Tracy Behling will be finalized soon. We will dig the pit for the geothermal equipment, which saves us approximately \$50,000.

Motion was made by Jeff Tuttle and seconded by Varian Allen to accept the contract bid for the HVAC equipment from Johnson Heating in the amount of \$124,975. Motion carried by roll call vote: Jeff Tuttle – yes; Varian Allen – yes; Trent Jackson – yes; Kent Wilson – yes; Hilary Gordon – yes; Ethan Migliori – yes; Gary Price – Yes.

b. **Approval of Turbine Generator Equipment**

Jacob reiterated the discussions with the two vendors researched for the generator equipment. He explained why the equipment from Rentricity was deemed superior. Their quote was \$53,000.

Brad asked what the pay-off would be if we purchased this equipment.

Jacob stated that the generator will produce approximately 20-25% of the power needed at the plant each year, but is not sure how much time that will take to pay-off the equipment. He will meet with Johansen & Tuttle to find out.

Motion was made by Varian Allen and seconded by Hilary Gordon to table the approval of the Turbine Generator Equipment until next month. All those present voted for.

7. **Manager's Report**

a. **Review of Quarterly Financials**

Jacob reviewed the Quarterly Financials for the General Fund, Capital Projects Fund and the Debt Service Fund through the third quarter of the year.

b. **Itron Upgrade**

Jacob explained that this is just a software upgrade, similar to a Windows 8 to Windows 10 upgrade. MV-RS is now going to become FCS. This upgrade will work with the handhelds, will be more functional and more powerful. Jacob stated that the software upgrade should be free with the annual maintenance. He suggested cities stay on the annual maintenance contract.

c. **DEQ Fee Increase**

Jacob explained the increasing fee on discharging and non-discharging lagoons.

8. **General Operational Items**

Kent stated that Monty Mangun, 255 West Center in Huntington, is unhappy with the District as there is water under his house and dirt settling that has collapsed the concrete in his driveway. Monty thinks there has been a long term leak for 5-10 years. Blane told him that it was just a little spray. Monty feels that Blane was lying to him.

- c. Jacob stated that he would go talk with Monty tomorrow. Jacob thinks that the culprit may have been a bad batch of poly pipe with splits.

Kent also had concerns regarding flooding and asked if there would be help from the county, due to the canal companies abandoning canals. He asked if there is a possibility of reinstating a flood tax.

Ethan explained that this is a politically heated topic. There has been a lot of discussion about this, but he is not sure how the county should deal with this problem. In some sections of the canals, the county has agreed to potentially take over those easements and help by using county resources, but there needs to be a partnership established first.

Gary stated that there is a citizen in Clawson who wants to tie his stock water line and his culinary line together with a back-flow prevention valve. Gary told him he thinks this is not legal.

Jacob stated that he spoke with Mayor Allen today. This is not legal, as stated in the Consumer Confidence Reports that are sent out every year to all citizens in the county.

9. **Approval of Vouchers**

Motion was made by Hilary Gordon and seconded by Trent Jackson to approve the vouchers. Motion carried by roll call vote: Jeff Tuttle – yes; Varian Allen – yes; Trent Jackson – yes; Kent Wilson – yes; Hilary Gordon – yes; Ethan Migliori – yes; Gary Price – Yes.

Motion was made by Varian Allen and seconded by Jeff Tuttle to adjourn the meeting at 9:00 pm. All those present voted for.

Meeting of the Castle Dale City Council
January 14, 2016

In attendance:

Mayor Danny Van Wagoner
Council: Brad Giles
Joel Dorsch
Julie Johansen
Jacob Barnett

Recorder: Lael White
Treasurer: Jackle Collard
Code Enforcement: Doug Moreno
Land Use: Kerry Lake
Fire Chief/City Crew Chief: Ignacio Arrien

Also in attendance was Carl Jacobsen, Jordan Leonard, Carol Peterson, Phil Fauver.

Mayor Van Wagoner welcomed everyone to the meeting, and noted Doug Weaver was not going to be attending.

Brad Giles gave an opening statement.

Pledge of Allegiance

Approval of Minutes from the December 10, City Council Meeting.

Julie Johansen made a motion to approve the minutes. Brad Giles seconded the motion.
Voting: Joel Dorsch, yes; Brad Giles, yes; Julie Johansen, yes.
The motion passed.

Oath of Office for newly elected officials.

Lael White, City Recorder administered the Oath of Office for Brad Giles, Joel Dorsch, and Jacob Barnett.

Mayor Van Wagoner congratulated the new members on their election or re-election.

Kent Wilson: Tippage fees for Landfill on Garbage Collection

Mayor Van Wagoner noted that Kent was ill and wanted to postpone this until next month.

Carol Peterson: Overcharges for Sewer

Carol Peterson: I noticed recently that I have been charged for sewer. I have a septic tank. When the sewer lines were put in, I couldn't afford one, and was allowed to not have a connection. I am getting a Federal Grant to put in a sewer line, and would like a credit for the charges I have been paying.

Brad Giles: The State Ordinance is if you are within 300 feet of a sewer line, you must connect. Castle Dale's Ordinance is you must connect if you are within 100 feet of a sewer line. The City may charge you if you are within 100 feet even if you are not connected.

Carol stated that she was grandfathered in, and has owned the property since then, even though she didn't live there all the time.

Brad Giles proposed that the City credit Carol Peterson the sewer charges (\$650) towards her utility bill.

Julie Johansen seconded the motion.

Voting: Joel Dorsch, yes; Jacob Barnett, yes; Brad Giles, yes; Julie Johansen, yes.

The motion passed.

Carl Jacobsen Connections in Esquire Estates Mobile Home Park

I have had many of my issues resolved. I have a buyer for the Park, and want to divide it into 3 lots.

Parcel 1 would be a Mobile Home Park, that I would sell. It is about 24 acres, and I would leave 34 shares of water with this parcel. There are 184 water connections.

Parcel 2 now has 64 connections, and 8 water shares. I want to rezone this as Rural Residential-1 with two acre lots. Each lot would have 2 water shares.

Parcel 3 has its own sewer and water that would stay with the property.

Carl feels that the non-conforming ratio of water shares that was agreed on in 1976, stays with the property as long as the use of the property doesn't change.

The Council feels that the grandfather rights go with the owner, and do not continue when the owner changes.

Brad asked about the El Doro subdivision. Carl said that subdivision which has an access road through the trailer park has deeded right of way. He cannot deny access, and must maintain the road to those homes.

Brad asked Carl what he thought was fair for the water shares and connections.

Carl wants to maintain the 8 to 1 ratio for water shares for the 184 trailer connections in Parcel 1. He would agree to pay on a 2 to 1 ratio. An active connection would be charged $\frac{1}{2}$ of the regular residential rate, which will be \$7.50 per month. An inactive connection would be charged \$1.50 per month.

Carl stated he is legally bound to service the other properties whose water goes through the Esquire Estates connection.

Jacob Barnett asked about metering the water. The charges now depend on occupancy of trailer and RV sites and isn't metered.

The CVSSD has not replaced the meter since it broke several years ago.

Brad Giles moved that we allow the Esquire Estates Mobile Home Park, Parcel 1 to have 184 connections at the 8:1 water share ratio. The payment for water utilities would be \$7.50 per month on active connections and \$1.50 on inactive connections.

Parcel 2 would have the same. They are all vacant now. Carl must go to the Land Use Committee to rezone this parcel to RR-1.

Julie Johansen seconded the motion.

Voting: Joel Dorsch, yes; Jacob Barnett, yes; Brad Giles, yes; Julie Johansen, yes.

The motion passed.

Building Permit Charges for Roof Overlay

Jackie had researched what other cities charge for Overlays. Many charge a set fee regardless of valuation. The council discussed this, and what the building inspector charges for a one time inspection.

Mayor Van Wagoner wants to still go with a Building Permit Fee based on valuation.

Demolition Permit

The City has not yet charged for a Demolition Permit. When the County was doing Building Inspections, they charge \$50.00 for a Demolition Permit. The costs to the city are someone from the City has to verify that the utilities are disconnected. The City also needs to verify that the asbestos inspection, and abatement, if needed, are completed. The Council wanted to make sure that the City does not issue permits or collect fees for permits until all the State requirements are met.

Julie Johansen made a motion to charge \$50.00 for a demolition permit

Joel Dorsch seconded the motion.

Voting: Joel Dorsch, yes; Jacob Barnett, yes; Brad Giles, yes; Julie Johansen, yes.

The motion passed.

Camping in Parks for Pageant

Carl Jacobsen, as the owner and operator of Esquire Estates objected to the City allowing people to camp in the parks without charge. The City does not pay taxes, and is not licensed to provide camping areas. They are competing with him as a tax paying property owner, and the campers get services at his expense.

Mayor Van Wagoner pointed out the trailer court does not provide restrooms for campers. Many of the campers camp at the State parks, or on BLM land. We are trying to welcome people to our City for this event.

The Council discussed some setting a limit on each park, and not allowing groups to have exclusive rights to the park while they are there.

Joel and Nosh will set up numbers allowed in each park.

Branding Committee Report

Mayor Van Wagoner: We had a meeting with the Branding Committee this week. There were twelve people who attended. Some were not happy with the brand, and some were defending the brand. Many people had not seen the website, and changed their opinion after viewing it. My decision is to keep the brand.

Julie Johansen made a motion to rescind the brand.

There was no second, so the motion failed.

Sponsoring a Roping Event In the Arena

Mayor Van Wagoner: I want the City to sponsor a Roping Event in the arena in October. It will be a two day event, and we need \$1,500 to finance it. This would be over two budget cycles. We will get to showcase our arena. Clayton Laws, who is over the County Rodeo, will take an active role in this.

Julie Johansen proposed that we allow the participants to park their horse trailers on the ballfields. Otherwise, there will not be enough parking. During a rodeo event last year someone announced in Price to not come to the Castle Dale Arena because there is nowhere to park. Nosh and Joel protested that the ballfields will be severely damaged by allowing that. Nosh noted that we had used Dr. McKell's property one year.

Brad Giles: We have time to contact property owners near the arena, and use vacant lots for parking.

Brad Giles made a motion to allow the Committee \$1,500 over two budget cycles to sponsor the Roping Event.

Jacob Barnett seconded the motion.

Voting: Joel Dorsch, yes; Jacob Barnett, yes; Brad Giles, yes; Julie Johansen, yes.

The motion passed.

CVSSD-Water Conservancy Agreement

Brad presented copies of two agreements with the CVSSD and Water Conservancy District concerning the new City Hall. The Council needs to formally approve this agreement and sign the document. He needs these for the appearance with the CIB.

Joel Dorsch moved to approve the Interlocal Cooperative Agreement.

Brad Giles seconded the motion.

Voting: Joel Dorsch, yes; Jacob Barnett, yes; Brad Giles, yes; Julie Johansen, yes.

The motion passed.

Brad Giles moved to approve the Joint Agency Agreement.

Jacob Barnett seconded the motion.

Voting: Joel Dorsch, yes; Jacob Barnett, yes; Brad Giles, yes; Julie Johansen, yes.

The motion passed.

Kerry Lake: Land Use Committee

Kerry Lake: We had a public hearing on the Cargo Container Ordinance 3-8. There was a change in the definition of cargo container also. We are presenting this to the Council for adoption.

Julle Johansen moved to adopt the Ordinance.

Brad Giles seconded the motion.

Joel Dorsch moved to approve the Interlocal Cooperative Agreement.

Brand Giles seconded the motion

Voting: Joel Dorsch, yes; Jacob Barnett, yes; Brad Giles, yes; Julle Johansen, yes.

The motion passed.

On the High School Water Bill: The CVSSD installed a new meter that still indicates we are using 1 million gallons. That is more than we should be using. We are still looking for a leak. We have obtained isolation valves and meters to assist in finding the leak. We will pay the overage. I am asking the City to raise our allotment. We have 100 faculty and 400 students each day. 20,000 gallons is not enough.

The Council noted that the Power Plant and the Swimming Pool have a 20,000 gallon allotment.

Doug Moreno: Ordinance Enforcement

When I surveyed the City, I did not see any stacked cargo containers. I have contacted the owner of the illegal cargo container, and will follow up on this.

On the building permit problem, the homeowner said it was just a new roof. I believe it is more than that. I will revisit that also.

There are some camp trailers parked on the streets also that I will work on.

Ignacio Arrien: Fire Dept and City Report

We have had 2 fire callouts since the first of the year. Property damage only, no one was hurt.

We attended a training in St. George this month, that was a success.

Chris is back to work on light duty.

On the Welcome Center, the sewer is in. We need two more floor drains, and then we can have the slab poured. Our concrete contractor is booked up until February, so the drains will be done by then.

Jackie Collard requested direction on the Building Permit for the Welcome Center.

Julle Johansen and Brad Giles complimented the snow removal and Christmas Lighting.

Council Reports

Joel Dorsch, I have a quote for a Solar Panel for the Radar Speed sign we have been unable to use.

The lighting fixtures at the Arena are wearing out. I have a quote for changing out all the lights for \$700.00 Seth recently used the lift and removed 300 tubes, cleaned ten years of dust from

them, and reinstalled the tubes

I bought one LED light fixture and installed it. It is much brighter than the existing fixtures and will use less power. It would cost \$15,000 to replace all the fixtures with LED. The power company would reimburse ½ of the cost.

Brad Giles: The new building goes out for bid in March.

Mayor Van Wagoner reminded the Council of the newly elected official training on January 23rd.

Julie Johansen made a motion to adjourn.

Brad Giles seconded the motion

Voting: Joel Dorsch, yes; Jacob Barnett, yes; Brad Giles, yes; Julie Johansen, yes.

The motion passed, and the meeting was adjourned

**EMERY WATER CONSERVANCY DISTRICT
REGULAR BOARD MEETING
October 19, 2015**

MEMBERS IN ATTENDANCE

LEE MCELPRANG CRAIG JOHANSEN
ROSS HINKINS MORRIS SORENSEN
JAY HUMPHREY

MEMBERS NOT IN ATTENDANCE

ROGER BARTON SHERRIL WARD
TRACY BEHLING

OTHERS IN ATTENDANCE

PHIL SOLOMON, PacifiCorp	JONATHAN HUNT, State Parks
BEN RADCLIFFE, Bureau of Reclamation	LAMAR GUYMON, Trails Committee
JORDAN LEONARD, Trails Committee	MERRIAL JOHANSEN, Joaansen & Tuttle
LAREN HUNTSMAN, PacifiCorp	KEITH BRADY, EC Commission
ETHAN MIGLIORI, EC Commission	

Welcome by Chairman, Lee McElprang at 7:00 p.m

1. **Approval of August 24, 2015 Minutes**
Motion was made by Craig Johansen and seconded by Morris Sorensen to approve the August 24, 2015 minutes. Motion carried unanimously.

2. **Review and Approval of Financial Report and Voucher Statement**
Motion was made by Craig Johansen and seconded by Ross Hinkins to approve the Financial Report and Voucher Statement from dates June 27, 2015 to August 13, 2015, and from check numbers 14199 to 14198. Motion carried unanimously.

3. **Presentation and Discussion of Emery County Travel Council – Huntington North Bike Trail**
Motion was made by Ross Hinkins and seconded by Craig Johansen to approve contingent upon the Bureau of Reclamations permission to submit the application to the Bureau of Reclamation. Motion also allows the 80 feet of asphalt to remain until the application is approved or denied. Motion carried unanimously.

4. **Water Report**
 - a. Manager reported on the progress of the repairs at the Joe's Valley Dam.

 - b. Manager reported on the progress of the repairs at the Huntington Canyon Restoration Project because of the flood damage.

c. Manager reported that they had a bid opening and JCI was the lowest bid. Motion was made by Morris Soronson and seconded by Ross Hinkins for the Manager to sign the Notice of Award and accept the lowest bid from JCI. Motion carried unanimously.

d. Manager reported on the Mitigation Reservoirs above Joe's Valley. Motion was made by Craig Johansen and seconded by Ross Hinkins to authorize the Chairman to write a letter to the State Engineer and ask for the reservoirs to be put back on the Dam Safety Inspection List. Motion carried unanimously.

e. Manager reported that Carbon County wants to use some of the BOR storage right that they have on Cottonwood Creek and the possible effects this could cause.

f. Manager reported and presented the Board with New Water Legislation proposed by Representative McIff.

5. **Discussion of progress on the Muddy Irrigation Company's Water Monitoring Program**

Manager reported that he has ordered the meters and will get them installed.

6. **Discussion of New Intergovernmental Office Building**

Manager reported that a building authority and by-laws need to be implemented. Motion was made by Morris Sorensen and seconded by Ross Hinkins to move forward and create a building authority and implement by-laws. Motion carried unanimously.

7. **Review of the Capital Replacement Project List**

Phil Solomon said he appreciates the effort by the Manager regarding the Capital Replacement Project List. Phil had a few suggestions; Manager said he would implement the suggestions and have ready for the next meeting.

8. **Discussion and Approval of the Tentative Amended 2015 Financial Budget**

Motion was made by Craig Johansen and seconded by Morris Sorensen to approve the Tentative Amended 2015 Financial Budget. Motion carried unanimously.

9. **Discussion and Approval of the Tentative Amended 2016 Financial Budget**

Motion was made by Craig Johansen and seconded by Morris Sorensen to approve the Tentative Amended 2016 Financial Budget. Motion carried unanimously.

10. **Citizen Concerns**

None

Meeting Adjourned

INTERLOCAL COOPERATION AGREEMENT
ESTABLISHING THE
CASTLE DALE BUILDING COMMISSION

THIS INTERLOCAL COOPERATION AGREEMENT (hereinafter "Agreement") is made and entered into as of March 1, 2016, by and between the signatories to this Agreement. The signatories to this Agreement are "public agencies" as defined in the Utah Interlocal Cooperation Act, and are hereinafter referred to collectively as "Members" or "Parties" and individually as "Member" or "Party." The signatories are as follows:

Castle Dale City ("Castle Dale")
Castle Valley Special Service District ("Castle Valley")
Emery Water Conservancy District ("Emery Water")

WITNESSETH:

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act (the "Interlocal Cooperation Act"), Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Utah Code"), a Utah public agency is authorized to exercise and enjoy jointly any power, privilege, or authority it possesses with any other Utah public agency having such power, privilege, or authority; and

WHEREAS, the Members to this Agreement desire to enter into this Agreement for the joint or cooperative acquisition, improvement, or extension of one or more projects and financing thereof on behalf of the Members, in order to accomplish the purposes for which the Members exist; and

WHEREAS, the Members to this Agreement believe that their joint and cooperative action to establish a new Utah interlocal entity will benefit and enhance the public health, welfare, and prosperity of the Members and the citizens represented by the Members; and

WHEREAS, pursuant to legislative action by the respective governing bodies of each Member, each Member has taken all actions appropriate and necessary to authorize their respective participation in this Agreement to establish and create a new Utah interlocal entity to be known as the CASTLE DALE BUILDING COMMISSION (the "Commission"); and

WHEREAS, the Commission will be an effective and shared entity for acquiring, improving or extending one or more projects and financing the same that will benefit the Members; and

WHEREAS, initially, the Commission will be responsible for facilitating the acquisition and construction of an administrative building which is to be jointly owned by

the Members and which will be used as a new City Hall for Castle Dale and as administrative offices for Castle Valley and for Emery Water; and

WHEREAS, the Commission, through the cooperation of the Members, can enjoy increased capability to secure financial support for projects as well as cost savings; and

WHEREAS, the Commission can act cooperatively, while preserving an individual jurisdiction's ability to govern its own area, and assist in the acquisition, improvement or extension of projects that have not been advanced in the absence of mutual cooperation:

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Members contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members hereto agree as follows:

ARTICLE I

DEFINITIONS

As used herein, the following terms and words shall have the following meanings:

"Board" or "Governing Board" means the legislative body of the Commission.

"Bonding" means the issuance of "Bonds" and "Bonds" means bonds, notes, certificates of participation, warrants, or other evidences of indebtedness of the Commission.

"Commission" means the CASTLE DALE BUILDING COMMISSION, a separate political subdivision of the State of Utah, and a body politic and corporate created by this Interlocal Cooperation Agreement.

"Effective Date" means the date this Interlocal Cooperation Agreement has been approved, as provided in the Interlocal Cooperation Act, by each of the Parties hereto and filed with the keeper of records of each of the Parties hereto.

"Legislative Body" means, unless otherwise noted, the board, commission, council or executive body of a Member to whom a particular decision or governmental action is entrusted by law.

"Members" or "Parties" means the signatories hereto.

ARTICLE II

INTERLOCAL ENTITY

The Members to this Agreement hereby establish and create the CASTLE DALE BUILDING COMMISSION (the "Commission") pursuant to the terms of this Agreement and the Interlocal Cooperation Act, which Commission shall be an independent legal entity and separate political subdivision of the State of Utah, and a body politic and corporate as of the Effective Date hereof.

Each signatory to this Agreement hereby contracts with the other signatories of this Agreement to form, and become a Member of the Commission to accomplish the purposes set forth in Article VI herein. The initial membership of the Commission shall be comprised of three Members.

ARTICLE III

AREA

The boundaries of the Commission shall include all portions of Emery County, Utah.

ARTICLE IV

PLACE OF BUSINESS

The principal place of business of the Commission shall be located in Castle Dale, Utah, and the initial principal office of the Commission shall be located at 20 South 100 East, Castle Dale, Utah 84513.

ARTICLE V

PERIOD OF DURATION

The term of this Agreement shall be, and the political subdivision of the State of Utah created hereunder shall remain in existence for, a period commencing on January 5, 2016, and ending on the first to occur of: (a) fifty years from the commencement; (b) the date that is one year after the Commission has fully paid or otherwise discharged all of its indebtedness; (c) the date that is one year after the Commission has abandoned, decommissioned, or conveyed or transferred all of its interest in any and all projects, infrastructure, and improvements; and (d) the date that is one year after any and all projects, infrastructure, facilities or improvements of the Commission are no longer useful in providing the service, output, product, or other benefit therefrom, as determined under the agreements related thereto.

ARTICLE VI

OBJECTS, PURPOSES AND POWERS

The objects and purposes for which the Commission is established are to acquire, improve or extend one or more projects and to finance their costs on behalf of the Members, in accordance with the procedures and subject to the limitations of the Interlocal Cooperation Act in order to accomplish the purposes for which the Members exist.

In furtherance thereof, the Commission has all of the powers set forth in the Interlocal Cooperation Act, and the Constitution and other laws of the State of Utah and is hereby authorized to do all acts necessary or helpful to accomplish its stated purposes, including, but not limited to, any or all of the following:

- A. To adopt, amend, and repeal rules, bylaws, and regulations, policies, and procedures for the regulation of its affairs and the conduct of its business, to have an official seal and power to alter that seal at will and the exercise of its powers and functions under the Interlocal Cooperation Act;
- B. To sue and be sued in its own name;
- C. To make and execute contracts and agreements, and all other instruments necessary or desirable for the convenient performance of its purposes, with other public agencies, the State government, the federal government, foreign powers, private entities, and other parties and entities;
- D. To own, control, acquire, construct, build, develop, operate, maintain, repair, manage, administer, control, or to cause to be constructed, built, developed, operated, maintained, repaired, managed, administered or controlled such projects and activities as shall be necessary or desirable for the purposes of the Commission;
- E. To acquire by gift, grant, purchase, eminent domain or otherwise and to lease as lessor or lessee any property (real or personal, tangible or intangible), buildings, projects, infrastructure, facilities, works or improvements, or undivided or fractional interests therein, necessary or convenient for the purposes of the Commission and sell or otherwise dispose of any such property;
- F. To borrow money or incur indebtedness, liabilities, or obligations; to issue bonds, notes, certificates of participation, warrants, etc. for the

purposes for which the Commission was created; to assign, pledge, or otherwise convey as security for the payment of any such bonds the revenues and receipts from or for the Commission, which assignment, pledge, or other conveyance may rank prior in right to any other obligation except taxes or payments in lieu thereof payable to the State of Utah or its political subdivisions;

- G. To employ or contract with persons or firms for personnel, including professional advisors and consultants, to accomplish its purposes and powers;
- H. To achieve advantages of cooperative action which cannot be achieved individually;
- I. To take such other actions, engage in such other transactions and do all other things as may be necessary, convenient or appropriate to accomplish its purposes or carry out any of its powers and perform such other functions as may be deemed by its Board to be appropriate; and
- J. To secure funding, including loans and grants for projects and activities.

The Commission will not undertake any of the activities set forth in the preceding paragraphs without prior authorization by the Legislative Body of each Member.

The Commission does not have the power to impose, levy, assess or collect a tax and therefore may not issue general obligation bonds. The Commission also does not have the power to incur any indebtedness for or on behalf of any Member.

The Commission has no authority to nor does it supplant any powers of individual Members as set forth in the Utah Constitution, State law, local ordinance, or other powers specifically given to them; nor does the Commission have superseding authority over other government entities and jurisdictions. The Commission shall not have the authority to require alterations of duly adopted plans or decisions of any agency or jurisdiction.

At no time will the Commission engage in any activities which are unlawful under the laws of the United States of America, the State of Utah, or any other jurisdiction wherein it conducts its activities. No substantial part of the activities of the Commission will include the carrying on of propaganda, or otherwise attempting to influence legislation and the Commission shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office.

ARTICLE VII

GOVERNING BOARD, MEETINGS, RECORDS

The Commission shall be governed and controlled by a Governing Board, which shall consist of four individuals, with Castle Dale and Castle Valley each selecting one official from within their respective Legislative Body or staff to be its representative on the Governing Board and with Emery Water selecting two public officials from within its Legislative Body or staff to be its representatives on the Governing Board. Only an official from within a Member's Legislative Body or staff may be appointed to represent a Member. Members may change their appointed representative at any time. The Board members under this Agreement shall serve until replaced by the respective Members of the Legislative Body or staff or until no longer qualified to serve by virtue of no longer serving as an official. A vacancy on the Governing Board caused by the resignation, removal, death or incapacity of a Board member shall be filled by the appointment of a new Board member by such Member's Legislative Body or staff.

Except as otherwise provided herein or required by law, an act of the Governing Board shall only be by unanimous or majority vote taken only at a Board meeting at which all or a majority of Board members is present.

The Board representative from a Member may send an alternate to act in his or her place at a Board meeting, except if the Board representative is the Chair, then that Board representative's responsibilities for conducting the meeting or signing documents shall fall to the Vice-Chair.

The Governing Board shall comply with the Utah Open and Public Meetings Act and its records shall be maintained as required by the Utah Government Records Access Management Act. Regular meetings shall be held at such times and places as the Governing Board may by resolution designate. Special meetings may be called by or at the request of the Chair of the Governing Board or any member and shall be held in compliance with the Open Meeting Law, at the principal office of the Commission or at such other place as the Chair may determine. Public notice of all meetings of the Governing Board shall be given in accordance with the Open Meeting Law.

Notice to the Board members of any regular meeting of the Governing Board shall be deemed given upon the enactment of the resolution scheduling such meeting. Notice to the Board members of any special meeting of the Governing Board shall be given at least 24 hours previously thereto by written notice delivered personally.

The Governing Board shall have an ongoing duty to see that all of its Members are informed regarding all activities of the Commission and, accordingly, shall cause a copy of all Board proceedings to be delivered in the manner it deems appropriate to Board members for meetings of the Board, including meeting agendas and minutes of

past meetings, and to such other persons as the Member may request in writing, including each Member's legal counsel.

The Commission shall keep correct and complete books and records and shall also keep minutes of the proceedings of its Governing Board and committees.

The Commission may employ other appropriate staff to carry out the day-to-day operations and administrations of the Commission and may retain professionals and consultants for various matters as deemed appropriate by the Board.

Members of the Governing Board shall not receive any compensation for their services, but by resolution of the Governing Board, expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the Governing Board. Nothing here-in contained shall be construed to preclude any Board member from serving the Commission in any other capacity and receiving compensation therefor.

ARTICLE VIII

OFFICERS

The Governing Board shall have a Chair and a Vice-Chair elected by and from its Board members, whose term shall expire every four years. The chair and vice-chair may serve no more than two successive terms. A Secretary shall be appointed. One person may not hold the office of Chair and Treasurer, Treasurer and Secretary, or Secretary and Chair. Upon their election by the Governing Board or other qualification for office, each officer shall serve a term of four years or until his/her death, incapacity, resignation or removal from such office or, if applicable, until such officer shall cease to be a member of the Legislative Body of the Member they represent.

The officers of the Commission shall be elected by the Governing Board. New offices may be created and filled at any meeting of the Governing Board.

Any officer of the Commission elected by the Governing Board may be removed by the Governing Board whenever in its judgment the best interests of the Commission would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

A vacancy in any office because of death, resignation, disqualification, or otherwise, may be temporarily filled by another member of the Governing Board for the unexpired portion of the term.

The several officers shall have such powers and shall perform such duties as may from time to time be specified in resolutions or other directives of the Governing Board. In the absence of such specifications, each officer shall have the powers and authority and shall perform and discharge the duties of officers of the same title serving in nonprofit corporations having the same or similar general purposes and objectives as this Commission. The powers and the duties of the Chair shall be to make application and

implementation of policies and procedures for the day to day operation of the Commission and for the operation and administration of any real or personal property owned or controlled by the Commission. The Chair shall also implement the policies as adopted by the Governing Board; and provide a liaison between the Commission and the Members and the citizens of the Members. In the absence of the Chair, the Vice-Chair is hereby authorized by these bylaws to act in his place.

ARTICLE IX

CHANGES IN MEMBERSHIP

Other public agencies in Utah or outside of Utah may become parties to this Agreement by executing an Addendum hereto upon approval by all Members.

ARTICLE X

FUNDING, BUDGET, ACCOUNTS AND FINANCIAL RECORDS

The Members to this Agreement may appropriate funds to the Commission, sell, lease, give, or otherwise supply tangible and intangible property to the Commission, and provide personnel or services for the Commission as may be within their legal power to furnish. Funding may also include fees and contributions from other agencies, including federal agencies, state agencies, local governments, grants from private individuals or organizations, developers, and businesses. Funds may also be raised from projects and enterprises undertaken by the Commission. The Governing Board shall approve guidelines for the expenditure of any and all funds and shall also provide for the investment and disbursement of funds and their periodic review.

The Governing Board shall annually adopt an operating budget pursuant to the provisions of this Agreement, and applicable law. The annual budget shall be approved by the Governing Board not less than sixty days prior to the end of the fiscal year. The fiscal year shall begin on January 1st and end on December 31st. An initial budget shall be prepared covering the period from the effective date of the Commission to the end of the first fiscal year. The Governing Board shall comply with Title 11, Chapter 13, Part 5 of the Interlocal Cooperation Act regarding Fiscal Procedures for Interlocal Entities and shall satisfy the notice and hearing requirements therein.

The Board Chair shall establish and maintain such funds and accounts as may be required by governmental accounting practices and the State's fiscal procedures act. Financial records of the Commission shall be open to inspection at all reasonable times by Members' representatives and shall be public records if so required by Utah State law.

The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct financial records, including accounts of its assets, liabilities, receipts, and disbursements, and shall have such other duties as are provided for in the bylaws.

ARTICLE XI

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

The Governing Board may specifically authorize designated qualified officers or agents of the Commission to execute and deliver specified instruments in the name of and on behalf of the Commission.

All bonds, checks, drafts, orders for payment of money, notes or other evidences of indebtedness issued in the name of the Commission shall be signed by such officer or officers, agent or agents of the Commission, and in such manner as shall from time to time be determined by resolution of the Governing Board. In the absence of such determination by the Governing Board, such instruments shall be signed by the Chair or Vice-Chair and countersigned by the Secretary.

All funds of the Commission shall be deposited from time to time to the credit of the Commission in such banks, trust companies or other depositories as the Governing Board may select.

The Governing Board may accept on behalf of the Commission any contribution, gift, bequest, or devise for any purpose of the Commission.

ARTICLE XII

LIABILITIES AND OBLIGATIONS

No Board member nor Member to this Agreement shall be liable for any agreement, bond, note, indebtedness or other obligation incurred by the Commission, nor liable for the indebtedness of any other Party to this Agreement, nor liable for any indebtedness or other obligation with respect to any project or activity of the Commission, unless subsequently and otherwise agreed to by such Member in writing.

The obligations entered into by each Member pursuant to this Agreement are special limited obligations of each such Member, and nothing herein shall be construed or give rise to a general obligation or liability of any Member or a charge against its general credit or taxing powers.

The Commission shall defend, indemnify, save harmless, and exempt the Members, their officers, agents, and employees from and against all claims, suits, legal proceedings, demands, damages, costs, expenses, and attorneys' fees incident to any willful or negligent acts or omissions by the Commission, its officers, agents, or employees. The Governing Board shall, prior to the commencement of construction of any project undertaken by the Commission provide for risk and liability coverage and payment and performance bonds in such amounts as the Commission deems necessary to insure against risks arising from the undertaking the project.

ARTICLE XIII

WAIVER OF NOTICE

Whenever a notice is required to be given to a member of the Governing Board under the provisions of the statutes of the State of Utah or under the provisions of this Agreement, a waiver thereof in writing by each Board member entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XIV

MANNER OF OPERATION

The Commission shall at all times conduct its operations in a manner consistent with the best interests of the Members and the citizens thereof. It is hereby declared that the Commission, having been created pursuant to a resolution duly and regularly adopted by the Members, shall at all times act with the approval of the Legislative Bodies of the Members given by means of a resolution, ordinance or other official approval of such body.

The Commission has been created under and pursuant to the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, and shall operate in accordance therewith.

ARTICLE XV

DISPOSITION OF PROPERTY

The Commission shall not sell, transfer, mortgage, convey or otherwise dispose of all or any major part of the property and assets of the Commission, nor shall the Commission be dissolved, merged or consolidated with any other corporation or other legal entity, except by vote of the Governing Board.

No part of the net earnings of the Commission shall inure to the benefit or be distributable to its Board members, officers or other persons, except that the Commission shall be authorized to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

ARTICLE XV

AMENDMENTS

This Agreement may be amended from time to time in any particular which does not jeopardize or adversely affect any existing contracts, notes, bonds or other evidence of indebtedness, provided that such amendment shall not subject any Member hereto to any dues, assessments or liability without its consent thereto. Proper amendments may be adopted by unanimous approval of the Governing Board and thereafter by submission

to the Legislative Bodies of the Members hereto for majority approval thereof by each Member. Such amendment shall become effective upon the execution of the Members hereto; and the filing of the amendment with the keeper of public records of each of the Parties hereto, and proper noticing to the Lt. Governor's office.

ARTICLE XVI DISSOLUTION

Upon dissolution and after payment in full of all outstanding Bonds and other Commission obligations, the Commission shall equitably disburse the assets of the Commission to the then current Members based on the value of assets residing within each Member or for assets outside the Commission based on the benefit to respective Members. After deducting costs, any cash or other assets jointly shared shall be disbursed, or interests deeded, pro rata.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

A copy of this Interlocal Cooperation Agreement shall be placed on file in the office of the Official Record Keeper of each public agency that is a Member hereto and shall remain on file for public inspection during the term of this Agreement.

No Member may assign any right, claim, or interest it may have under this Agreement; and no creditor, assignee, or third party beneficiary of any Member shall have any right, claim, or title to any asset of the Commission.

The failure of a Member to substantially comply with the material terms and conditions of this Agreement shall constitute a breach of this Agreement. A Member shall have thirty (30) days after receipt of written notice to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice. After notice, if corrective action is not taken, the Governing Board may take appropriate action including revocation of the breaching party's membership.

In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not affect the validity or enforceability with respect to other articles, clauses, applications, or occurrences, and this Agreement is expressly declared to be severable.

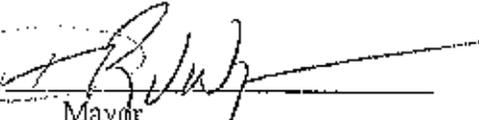
This Agreement shall be governed according to the laws of the State of Utah and shall bind the parties, their successors and assigns.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

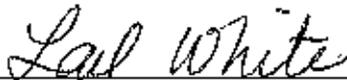
The foregoing constitutes the full, complete, and integrated Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after resolution duly and lawfully passed, on the dates listed on the signatory pages, below, to become effective on the Effective Date, first written above.

CASTLE DALE CITY

By 
Mayor

ATTESTED BY:


City Recorder

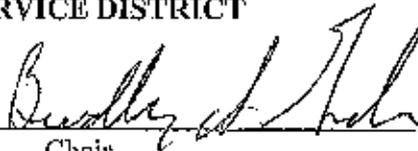
(SEAL OF CASTLE DALE CITY)



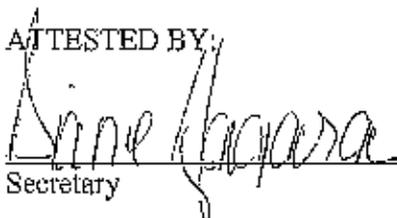
APPROVED AS TO FORM


City Attorney

CASTLE VALLEY SPECIAL SERVICE DISTRICT

By 
Chair

ATTESTED BY:


Secretary

(SEAL OF CASTLE VALLEY SSD)

APPROVED AS TO FORM


Attorney for Castle Valley SSD

EMERY WATER
CONSERVANCY DISTRICT

By *Lee M. Blasing*
Chair

ATTESTED BY:

Jay Mark Humphrey
Secretary

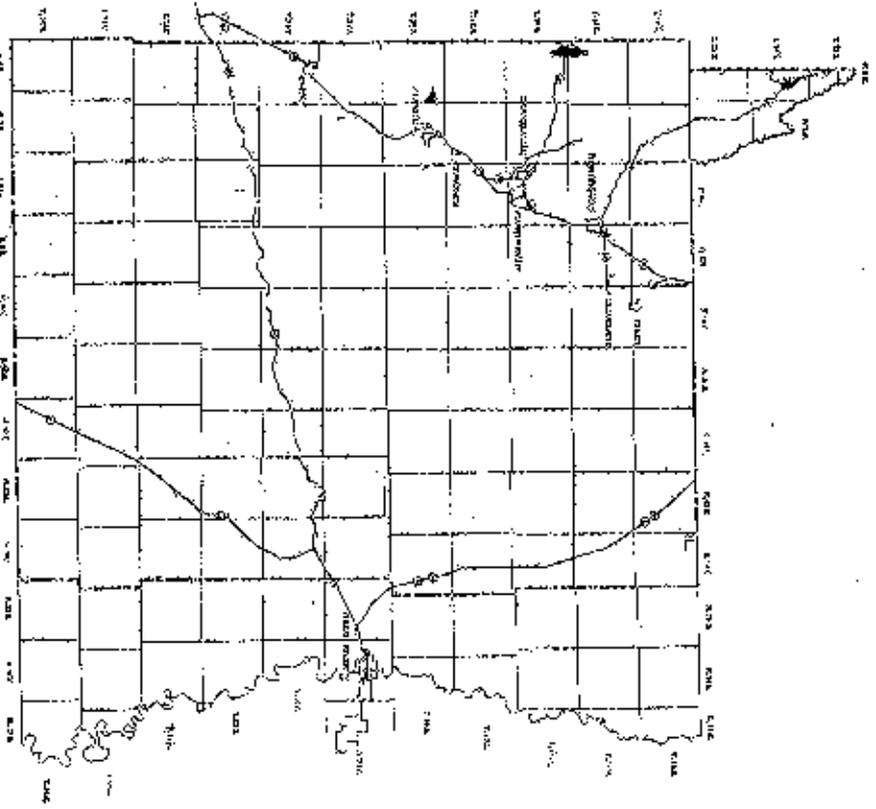
(SEAL OF EMERY WATER)

APPROVED AS TO FORM

Scott
Attorney for Emery Water Conservancy District

4850-9002-5000, v. 1

CASTLE DATE BUILDING COMMISSION
EMERY COUNTY, UTAH



DATE: 10/10/2000
DRAWN BY: J. L. HARRIS
CHECKED BY: J. L. HARRIS
SCALE: AS SHOWN

SCALE: NONE
NO FIELD SURVEY WAS CONDUCTED

LEGEND

- SOUTH SALT LAKE COUNTY COMMISSION CENTER
- EMERY COUNTY COMMISSION CENTER
- TOWNSHIP AND RANGE LINES
- SECTION LINES

SCALE

0 100 200 300 400 500 600 700 800 900 1000 FEET

0 100 200 300 400 500 600 700 800 900 1000 METERS

NOTES

1. THIS SURVEY WAS CONDUCTED BY J. L. HARRIS, SURVEYOR, ON 10/10/2000.

2. THE BOUNDARY OF THE COMMISSION CENTER IS SHOWN BY A DOTTED LINE.

3. THE BOUNDARY OF THE SECTION LINES IS SHOWN BY A DASHED LINE.

4. THE BOUNDARY OF THE TOWNSHIP AND RANGE LINES IS SHOWN BY A SOLID LINE.

5. THE BOUNDARY OF THE COMMISSION CENTER IS SHOWN BY A DOTTED LINE.

SURVEYOR'S CERTIFICATE



BOUNDARY DESCRIPTION

ALL THE TOWNSHIP AND RANGE LINES, SECTION LINES, AND COMMISSION CENTER LINES SHOWN ON THIS MAP ARE THE PROPERTY OF THE SURVEYOR, J. L. HARRIS, AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT HIS WRITTEN CONSENT.

ACCEPTANCE BY APPROVING AUTHORITY

THIS IS TO CERTIFY THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE UTAH SURVEYING ACT AND THE COMMISSION CENTER IS SHOWN BY A DOTTED LINE.

J. L. Harris
Surveyor

[Signature]
County Engineer

**BOUNDARY PLAT OF THE
CASTLE DATE BUILDING
COMMISSION**

EMERY COUNTY, UTAH

COUNTY ENGINEER'S APPROVAL

NO. 12345

[Signature]

COUNTY ENGINEER

10/10/2000