

RESOLUTION 2001-9

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN TOOELE COUNTY, WENDOVER, UTAH, WENDOVER, NEVADA, AND ELKO COUNTY, NEVADA FOR USE, DEVELOPMENT AND PRESERVATION OF PROPERTIES AROUND THE WENDOVER AIRPORT

WHEREAS, the Board of County Commissioners (Board) of Tooele County, Utah (County) does hereby determine that it is in the public interest and welfare of the residents of the County that the County enter into a Memorandum of Understanding with the City of Wendover, Utah, Wendover Nevada, and Elko County, Nevada for the use, development and preservation of the Wendover Airport;

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE COUNTY COMMISSION, as follows:

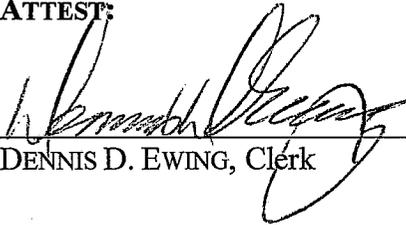
1. The Memorandum of Understanding, as attached hereto, entitled "Memorandum of Understanding for the Use, Development, and Preservation of the Wendover Airport" is hereby accepted and approved by the Board. The Chair of the Board is authorized to execute and the County Clerk to attest and seal that Memorandum Of Understanding for and in behalf of Tooele County.

2. This Resolution shall take effect immediately upon its approval and adoption by the Board and its filing in the office of the Tooele County Clerk.

Res. 2001-9

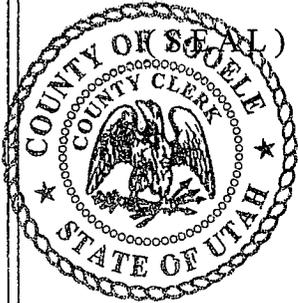
DATED this 17th day of April 2001.

ATTEST:


DENNIS D. EWING, Clerk

TOOELE COUNTY LEGISLATIVE BODY


DENNIS ROCKWELL, Chairman



Commissioner Rockwell voted aye
Commissioner Hunsaker voted aye
Commissioner White voted aye

APPROVED AS TO FORM:


DOUGLAS LAHLSTROM
Tooele County Attorney

**MEMORANDUM OF UNDERSTANDING
FOR THE USE, DEVELOPMENT AND PRESERVATION
OF THE WENDOVER AIRPORT**

PURPOSE

This Memorandum of Understanding establishes and documents the goals between the parties for expanded use, long-term development and preservation of facilities at the Wendover Airport, located in Wendover, Utah.

PARTIES

The parties to this Memorandum are Tooele County, Utah; Elko County, Nevada; City of Wendover, Utah; City of West Wendover, Nevada.

RECITALS

WHEREAS, the parties to this Memorandum constitute all local governments in Utah and Nevada with a direct interest in the Wendover Airport, and

WHEREAS, the parties acknowledge the importance of the Wendover Airport to the growth and prosperity of their respective jurisdictions, and

WHEREAS, the parties desire to join in this Memorandum to document certain principles regarding the Wendover Airport and its relationship to their communities, and

WHEREAS, the parties pledge to work together for the common good and enhancement of this facility for the benefit of their respective jurisdictions, and

WHEREAS, each of the parties have obtained the approval of their respective boards to subscribe to the goals set forth herein,

NOW, THEREFORE, the parties set forth their goals and agree as follows:

GOALS

1. Aeronautical and business development at the Wendover Airport is an important factor to foster economic development in western Tooele County and eastern Elko County, particularly in the cities of Wendover, Utah and West Wendover, Nevada.
2. Attraction and/or development of new businesses and economic diversification in their respective jurisdictions are key goals of all parties to this memorandum.
3. The Wendover Airport is an important asset to attract new businesses to the greater Wendover area.
4. The parties will exercise best efforts to work in harmony to expand access to the Wendover Airport for businesses based both in Utah and Nevada.
5. Because of differing State statutes, particularly State tax structures, and Federal Aviation Administration requirements, specific access agreements should be developed which take into consideration to the extent feasible, business investments in all jurisdictions which are parties to this Memorandum. Tooele County, as owner and operator of the Wendover Airport, pledges to work diligently, in good faith, toward such agreements.
6. Such agreements for development of business facilities which access the Wendover Airport may be developed between parties to this memorandum and Tooele County, where such jurisdictions desire to sponsor or develop a business park with multiple tenants; or such agreements may be developed directly between other business entities and Tooele County. In all cases, Tooele County pledges that any such agreements for access to the Wendover Airport for business purposes will be open for public review and comment by parties to this Memorandum before acceptance by Tooele County.

7. Tooele County will seek to amend the Tooele County Airport Board Bylaws to permit one representative from Elko County and one representative from West Wendover to serve as ex-officio members on the Tooele County Airport Board. Any appointments to the Board made by each jurisdiction shall be with due regard to the importance of this Board to the Wendover Airport and of the importance of the Wendover Airport to the Utah-Nevada Community.

8. The parties pledge that they will work diligently to seek to enact zoning ordinances to protect the Wendover Airport from incompatible development. Prior to adoption of any such ordinances, consideration will be given to the Compatible Land Use Plan for the Wendover Airport, prepared in 1999.

9. Parties to this memorandum pledge that they will exercise best efforts to exclude or prohibit any future development which is clearly incompatible with the Wendover Airport and that they will seek input from Tooele County, before permitting any development which reasonably appears incompatible.

10. The parties to this memorandum shall exercise best efforts to develop appropriate interlocal agreements consistent with the goals set forth in this Memorandum.

11. Nothing within this Memorandum shall affect the terms, conditions, and obligations set forth in the easement between Tooele County and the Secretary of the Air Force, Easement No. AFMC-HI.2-00-318.

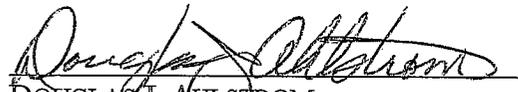
12. This Memorandum shall continue for a period of ten (10) years from the last date entered below. At the conclusion of such period the parties will review the goals set forth herein and seek to establish a new and updated memorandum.

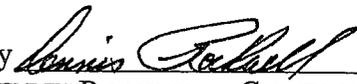
13. There is no separate legal or administrative entity created hereby.

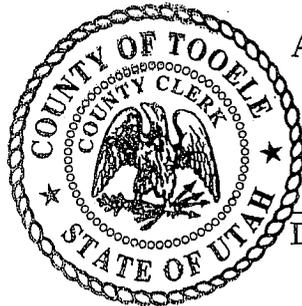
- 14. No financing is required for this Memorandum of Understanding.
- 15. No acquisition, holding or disposing of real and personal property, is anticipated by this Memorandum.
- 16. This Memorandum is intended to be used solely to set future goals as described herein and as a guideline for future interlocal agreements. It may not be used by any party hereto for any other purpose.
- 17. All provisions to the contrary notwithstanding, this memorandum is not intended to be and may not be construed as an interlocal agreement under any interlocal cooperation act.

APPROVED AS TO FORM:

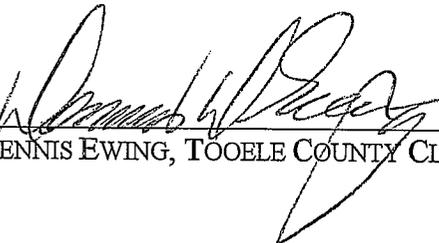
TOOELE COUNTY COMMISSION


 DOUGLAS J. AHLSTROM
 TOOEELE COUNTY ATTORNEY

By  Date 5/21/01
 DENNIS ROCKWELL, CHAIRMAN



ATTEST:


 DENNIS EWING, TOOEELE COUNTY CLERK

APPROVED AS TO FORM:

ELKO COUNTY

 ELKO COUNTY ATTORNEY

By _____ Date _____
 CHAIRMAN

ATTEST:

ELKO COUNTY CLERK

APPROVED AS TO FORM:

WENDOVER CITY CORPORATION

WENDOVER CITY ATTORNEY

By _____ Date _____
STEPHEN PERRY, MAYOR

ATTEST:

WENDOVER CITY RECORDER

APPROVED AS TO FORM:

CITY OF WEST WENDOVER, NEVADA

WEST WENDOVER CITY ATTORNEY

By _____ Date _____
MAYOR

Attest:

Date _____