



# GRAND COUNTY COMMISSION REGULAR MEETING

Held virtually on Zoom  
Moab, Utah

See below for instructions to give public comment via Zoom

Dial: (669) 900 - 6833 Meeting ID: 851 7082 0571 # Password (if needed): 214317 Unmute: \*6

Link: <https://us02web.zoom.us/j/85170820571?pwd=M24yQjRldEiCejUxTUlFeXFoZHNQQT09>

WATCH ON YOUTUBE - search for: "GRAND COUNTY UTAH GOVERNMENT"

## AGENDA - AMENDED

Tuesday, August 17, 2021

4:00 p.m. Thompson Springs Special Service Fire District Board Meeting (see separate agenda)

4:05 p.m.

- Call to Order**
- Citizens to Be Heard** (and again at approximately 6:00 pm)  
We are receiving public comments by phone and online through Zoom.  
**Dial: (669) 900 - 6833 Meeting ID: 851 7082 0571 # Password (if needed): 214317**  
**Link: <https://us02web.zoom.us/j/85170820571?pwd=M24yQjRldEiCejUxTUlFeXFoZHNQQT09>**  
Please note that when joining the meeting, you will be placed in a waiting room and will be added to the meeting by the moderator. Your comments will be recorded and on YouTube.  
(Unmute for public comment: \*6)
- Approval of Minutes** (Quinn Hall, Clerk/Auditor)  
A. August 3, 2021 (Regular County Commission Meeting)
- Ratification of Payment of Bills**
- Commission Member Disclosures**
- General Commission Reports and Future Considerations**
- Elected Official Reports**
- Commission Administrator Report**
- Department Reports**  
B. Report from Personnel Services (Renee Baker, Personnel Services Director)  
C. Report from Grand Center (Verleen Striblen, Grand Center Director)
- Agency Reports**
- Presentations**  
D. Presentation on proposed expansion of Arches National Park (Walt Dabney)
- General Business- Action Items- Discussion and Consideration of:**  
E. Approving a Request for Proposals for Land Use Levels of Service Analysis, not to exceed \$60,000 (John Guenther, Planning & Zoning Director)  
F. Adopting a Resolution Repealing Resolution No. 2248 (1995) in relevant part and approving the Hideaway Estates Subdivision Final Plat and Subdivision Improvement Agreement (Planning & Zoning Staff)  
G. Approving Special Event Permit for the Red Sand Pow Wow at Old Spanish Trail Arena (Angie Book, Old Spanish Trail Arena Director)  
H. Approving Part-time Law Clerk Job Description and Pay Grade (Renee Baker, Personnel Services Director)





## GRAND COUNTY COMMISSION REGULAR MEETING

Grand County Commission Chambers  
Held virtually on Zoom  
Moab, Utah

**WATCH ON YOUTUBE - search for: "GRAND COUNTY UTAH GOVERNMENT"**

**MINUTES  
3 Aug, 2021**

The Grand County Commission met in a regular meeting on 03 August, 2021. The meeting was streamed/attended electronically. It was also broadcast and saved on YouTube. Commissioners in attendance were Evan Clapper, Jacques Hadler, Trish Hedin, Mary McGann, Sarah Stock, Kevin Walker, and Gabriel Woytek. Also present were County Commission Administrator Chris Baird, County Commission Associate Administrator Mallory Nassau, Planning and Zoning administrator John Guenther, and Clerk/Auditor Quinn Hall.

### **1:30 p.m. Workshop #2 on Grand County Strategic Plan update**

Commissioners present for the workshop were Hadler, Hedin, McGann, Stock, Walker, Woytek. Commissioner Clapper arrived at 2:33 pm. John Guenther introduced the exercises for the workshop and reviewed the ideas shared in the last workshop. John began by engaging the commissioners and asking them to identify Political, Economic, Social, and Technological issues the County faces. Commissioners noted political impacts like the State Legislature and National Politics that affect local regulations, the town rapidly changing, and lack of political will to make bold changes. Commissioners identified potential economic issues like COVID impact and other international tourism trends, limited economic resources, and lack of affordable housing. Commissioners identified social impacts such as social media influences, cultural differences, and geographic and social isolation. Commissioners identified technological challenges like the rural nature of the County and lack of broadband internet, and increased ease of access to, and overuse of, public lands.

Commissioners collaborated on creating a vision statement, with commissioners offering input on wording and focused priorities like landscape and wildland preservation, economic diversity, community character and sustainability, and a well-developed and well-rounded community.

John shared a list of appropriate goals and values and suggested the commission weigh in and share thoughts and clarifications. Commissioners shared ideas on appropriate goals and offered suggestions about ways to make Grand County more inclusive and better for both residents and visitors.

John shared some comparable plans from other communities and noted the indicators to gauge progress. John suggested commissioners do some homework to clean up and fine tune the ideas and revise the vision statement.

Mary gauged interest in a retreat vs. continued online meetings. The commission offered opinions and shared input for future scheduling. There was general consensus to continue with online workshops for the foreseeable future.

Chair McGann recessed the meeting until 4:00 pm at 3:23 pm.

## **Call to Order**

Chair McGann called the meeting to order at 4:02 pm. All commissioners were present.

## **Presentation**

### **A. Update from Southeastern Utah Health Department and Moab Regional Hospital on COVID-19**

Jen Sadoff and Brady Bradford discussed the COVID-19 pandemic and vaccination rates. Brady shared statistics that demonstrated the effectiveness of vaccines and the diminished case rates among the vaccinated. Brady noted room for improvement for staff vaccinations among care providers. Brady noted residents of care facilities are largely vaccinated at this point. Brady discussed the shared goals of getting kids back to school. Brady discussed the increased transmission of new COVID-19 variants.

Jen discussed ICU utilization, noting it is near 100% and transfers are difficult at this time. Jen discussed current staffing challenges at Moab Regional Hospital. Jen noted the increase in severe disease among young people. Jen noted the CDC has recommended a return to mask wearing in high-use or crowded places.

Brady discussed different statistics and mapping methods. Jen discussed masks, and noted anyone with COVID, vaccinated or not, can still spread the illness, and masks are an appropriate preventative measure. Jen discussed locations that offer vaccines locally. Brady noted the local health department can only enact a mask mandate for 30 days. Brady noted the health department is willing to accommodate businesses that want to sponsor a vaccination event. Brady discussed transmission and disease spread. Jen noted 100% of staff at Moab Regional Hospital have been vaccinated.

### **Citizens to Be Heard**

(none at this time)

### **Approval of Minutes (Quinn Hall, Clerk/Auditor)**

#### **B. July 20, 2021 (Regular County Commission Meeting)**

**Motion by** Jacques Hadler to approve the minutes of 20 July, 2021.

**Motion seconded by** Evan Clapper

**Motion passes 7-0**

### **Ratification of Payment of Bills**

**Motion by** Gabriel Woytek to ratify payment of bills in the amount of \$1,212,121.96 and payroll in the amount of \$251,279.87 for a combined total of \$1,463,401.83.

**Motion seconded by** Kevin Walker

**Motion passes 7-0**

### **Commission Member Disclosures**

Jacques Hadler disclosed he owns a small van/camper rental business

## **General Commission Reports and Future Considerations**

Trish Hedin

- Attended a Thompson Springs Water Board meeting

Jacques Hadler

- Attended Chamber of Commerce meeting
- Attended a Sustainable Trails Committee meeting

Kevin Walker

- Attended Planning Committee meeting
- Attended Sustainable Trails Committee meeting

Sarah Stock

- Attended meeting with Utah State University (USU) horticulture faculty
- Attended a Moab Area Watershed Partnership meeting
- City will partner with organization to deliver rain barrels – perhaps the County could partner

Evan Clapper

- (nothing at this time)

Gabriel Woytek

- Attended Southeast Utah Health Department meeting
- Met with Christina Young (from USU)

Mary McGann

- Attended Uranium Mill Tailings Remedial Action (UMTRA) Meeting
- Attended General Plan update meeting
- Attended several other various meeting with local partners

## **Elected Official Reports**

(none at this time)

## **Commission Administrator Report**

Mallory discussed forms, templates, and checklists for the special events committee. Mallory noted she, Matt and Chris have been testing the hybrid meeting system, and will provide further updates as it progresses.

Chris discussed the recent local flooding. Local officials are working with the Federal Emergency Management Agency (FEMA) for cleanup and infrastructure improvement for long term improvements. Chris discussed the budget, noting the American Rescue Plan Act (ARPA) money will come in 2 payments over the course of year. Chris noted sales and use taxes have dropped slightly from earlier estimates. Chris discussed the upcoming budget season.

## **Department Reports**

### **C. Report on Code Enforcement in the Planning & Zoning Department (Josh Green, Code Enforcement and John Guenther, Planning & Zoning Director)**

John Guenther introduced Josh Green – the Grand County code compliance manager.

Josh Green discussed code compliance in the County. Josh noted the amount of illegal camping on private property has been a problem. Josh discussed the enforcement process flowchart and discussed some recent changes. Josh described some of the most common complaints – noting often the complaints are easily solved by contacting the violator. Josh offered the commission some insight about enforcement methods.

## **Agency Reports**

### **D. Report on Solid Waste Special Service District #1 (Evan Tyrrell, District Manager) Presentations**

Evan Tyrrell shared updates from the Solid Waste Special Service district (SWSSD). Evan discussed the history of the Solid Waste Special Service and the different funding streams that allow the district to keep functioning. Evan noted some of the recent accomplishments of the SWSSD and the various recycling programs. Evan discussed current practices and policies, and shared plans for the future of the landfill. Evan discussed the acquisition of Monument Waste.

### **E. Presentation on the Utah Department of Transportation (UDOT) Economic Impact Study for Canyonlands Regional Airport (Andy Solsvig, Airport Director)**

Andy discussed airport operations and shared figures and financial impacts and benefits provided by the airport. Andy shared some flight statistics regarding arrivals and departures and most common travel origins.

### **F. Presentation by the Transportation Master Plan consultant Kimley-Horn (John Guenther, Director of Planning & Zoning, Bill Jackson, Road Department Supervisor, and Brent Crowther (Kimley Horn))**

Bill discussed the Request for Proposals (RFP) and the nature of the unified plan with the City and introduced Brent Crowther with Kimley Horn.

Brent discussed the master plan and shared some of the strategies. Brent shared the 9 work tasks that will comprise the plan and discussed the points of the plan that will focus on community engagement. Brent discussed different types of community engagement and projected timelines. Brent discussed the desire to include diverse segments of the community.

## **6:00 pm Citizens to be Heard**

Cliff Koontz (Ride with Respect) discussed the public lands bill. Cliff acknowledged the bill could be a good thing if it's inclusive. Cliff expressed hope the Motorized Trail Committee would be invited to participate. Cliff suggested starting with the older Public Lands Initiative from the past and proceed from there. Cliff suggested some consolidation of proposed conservation areas and wilderness areas.

Kalen Jones commented on updating the masking policy, pointing out that the current policy is based on the assumption that the unvaccinated will wear masks. Kalen pointed out most unvaccinated citizens will not wear masks. Kalen suggested considering erring on the side of caution and using CDC metrics instead of State metrics.

## **General Business- Action Items- Discussion and Consideration of:**

### **G. Approving Moab Uranium Mill Tailings Remedial Action Project's 2021 Annual Statement of Continued Compliance (Chair McGann and Russell McCallister, Moab UMTRA Project Director)**

## **Presentation**

Chair McGann discussed the compliance statement briefly.

**Motion by** Trish Hedin to approve the Grand County Annual Statement of Continued Compliance with the Uranium Mill Tailings Removal Action Project (UMTRA) for July 19, 2020 – July 18, 2021

**Motion seconded by** Jacques Hadler

**Motion passes 7-0**

**H. Approving the Road Maintenance Agreement with the Moab Area Community Land Trust for Phase 1, Arroyo Crossing (Christina Sloan, County Attorney, & Bill Jackson, Roads Supervisor)**

**Presentation**

Christina discussed the agreement – noting the sources of funding has created some issues that need addressing.

**Motion by** Jacques Hadler to approve the Road Maintenance with MACLT for Phase 1, Arroyo Crossing, subject to final approval by the County Attorney and Road Supervisor.

**Motion seconded by** Kevin Walker

**Motion passes 7-0**

**I. Revising approval of the PGP Auto Show at Old Spanish Trail Arena (Angie Book, OSTA Director and Special Event Applicant)**

**Presentation**

Angie discussed the pending auto show and the proposed changes to the event caps and limitations. Brenner Parriott discussed spectators and potential event attendees.

Mary McGann disclosed that she has family that work with the Parriott's.

**Motion by** Trish Hedin to approve the revised 2021 Parriott's Garage Performance Auto Show Special Event Permit, excluding vehicle owners and event staff from the 1,000 participant limit.

**Motion seconded by** Jacques Hadler

**Discussion**

Trish noted she's supportive of locals and interested in local support. Gabriel suggested the request seems reasonable. Kevin offered thanks to the organizers for acknowledging local concerns about noise. Sarah noted she'd voted against the event not out of any spite, but simply based on the concerns surrounding noise and motorized events.

**Motion passes 5-2 Stock and Clapper opposed**

**J. Approving Airport Water Feasibility Study with Armstrong Consultants (Andy Solsvig, Airport Director)**

### **Presentation**

Andy discussed the water needs of the airport and the aging well and noted the future growth needs and water requirements. Andy noted federal funding would cover the cost of the project. Andy noted the desire to conserve water and improve operations.

**Motion by** Kevin Walker to approve a Professional Services Agreement for Task Order O in an amount of \$24,200.00 to Armstrong Consultants for the purpose of a Water/Wastewater Feasibility Study.

**Motion seconded by** Evan Clapper

**Motion passes 7-0**

### **K. Approving 2-year lease with Moab Express for kiosk placement in the Airport terminal, for taxi and shuttle services (Andy Solsvig, Airport Director)**

### **Presentation**

Andy discussed the agreement with Moab Express, explaining the terms.

**Motion by** Kevin Walker to approve a two-year terminal lease agreement with Moab Express at the Canyonlands Regional Airport and authorize the Chair to sign all associated documents.

**Motion seconded by** Jacques Hadler

**Motion passes 7-0**

### **L. Approving Advertising Agreement with Emery Telcom to air video segments on sustainable trail practices, chosen by the Sustainable Trails Promotion Committee, in the amount of \$6,150 (Commissioner Hadler and Andrea Brand, Sand Flats Recreation Area Director)**

### **Presentation**

Jacques discussed the agreement and the prior discussion and Andrea discussed the reach of the videos and noted the videos offer appropriate messaging. Elaine discussed the UTV related video, noting the video was created to serve a specific need and educate users. Andrea stressed the need to educate the OHV users before they visit the area.

**Motion by** Evan Clapper to approve the Emery Telcom Advertisement Agreement for six video segments on ETV CHANNEL 6 and authorize the Chair to sign the Contract Agreement. The terms of this agreement include:

- \$750 for five video segments on ETV CHANNEL 6 for the term of 1 month to run July and August 2021.
- \$900 per month for six video segments on ETV CHANNEL 6 for the term of 5 months to run August 2021 through December 2021.

**Motion seconded by** Jacques Hadler

### **Discussion**

Evan suggested support, noting the importance of educating users. Sarah suggested any advertisement could likely impact the Moab brand, and expressed reluctance to support any initiative that would further promote motorized tourism. Kevin suggested any messaging that promotes motorized recreation should be very limited. Jacques noted the videos could perhaps use more balance, but stressed the importance of educating the motorized users. Mary suggested modern OHV's create new and easier access to the backcountry.

**Motion passes 6-1 Stock opposed**

**M. Approving 2-year contract renewal with CrowdRiff for the Travel Council in the amount of \$36,855 (Elaine Gizler, Travel Council Director)**

**Presentation**

Elaine discussed the agreement and purpose of the contract with CrowdRiff. Elaine discussed other local spending of tourism dollars.

**Motion by** Jacques Hadler to approve the Two -Year Contract Renewal for CrowdRiff.

**Motion seconded by** Evan Clapper

**Discussion**

Gabriel asked about a potential staff position that could provide the photos – solving the need for photos and employing a local.

**Motion passes 5-2 Woytek and Hedin opposed**

**N. Appointing three new volunteer board members to serve on the Travel Council Advisory Board (Elaine Gizler, Travel Council Director)**

**Presentation**

Elaine discussed the board replacements. Gabriel asked about one of the applicants – Trish responded he worked at the School District. Elaine explained the requirements associated with TRT funding.

**Motion by** Jacques Hadler to approve the appointment of:

**Shannell Marinuzzi** – GM Homewood Suites to the Moab Area Travel Council term expiring December 31, 2021.

**Daniel Loveridge** – GM Hoodoo Hotel to the Moab Area Travel Council term expiring December 31, 2022.

**Jenny Gleason**- Director of Sales and Marketing, Red Tail Aviation to the Moab Area Travel Council term expiring December 31, 2022

**Motion seconded by** Trish Hedin

**Motion passes 7-0**

**O. Adopting Ordinance repealing and replacing Article 9 (Administration and Procedures) and amending Article 10 (Definitions) of the Grand County Land Use Code (LUC) (John Guenther, Planning & Zoning Director and Mallory Nassau, Associate Commission Administrator)**

**Presentation**

**Motion by** Trish Hedin to postpone item “O” until the second meeting in August.

**Motion seconded by** Gabriel Woytek

**Motion to postpone passes 7-0**

**P. Adopting Ordinance approving the Dalton Byrd Commercial Rezone application, a proposed rezone of Parcel No. 02-0007-0003 from Rural Residential and Highway Commercial to Highway Commercial (John Guenther, Planning & Zoning Director)**

**Presentation**

John discussed the rezone and described the comments and noted staff findings.

**Motion by** Kevin Walker to deny the proposed rezone of Parcel No. 02-0007-0003 from Rural Residential and Highway Commercial to Highway Commercial.

**Motion seconded by** Trish Hedin

**Discussion**

Kevin noted the increase in split zone/rezone applications and discussed the way the County could or should approach the issue as a whole vs. piecemeal. Trish suggested supporting the planning commission vote to not approve the rezone. Trish suggested turning residential property into highway commercial is not in accord with the larger goals of the County. Evan suggested he's generally opposed to highway commercial, but that this area is appropriate for commercial zoning. Mary agreed with Evan. Chris noted the need for better delineation between highway commercial and residential or rural residential zones. Mary agreed small businesses have a hard time finding affordable property in Moab or Grand County.

**Motion passes 7-0**

**Q. Adopting Resolution approving of Final Plat of Puesta del Sol PUD Phase XIII (John Guenther, Director of Planning & Zoning, and Christina Sloan, County Attorney)**

**Presentation**

Mary Hofine discussed the final plat, noting this has been in the works since 1996. This phase is the final plat. Mary noted compliance with County regulations.

**Motion by** Gabriel Woytek to adopt the Resolution approving the Final Plat of Phase XIII of the Puesta del Sol PUD and the related Subdivision Improvements Agreement, Infrastructure Improvement Bond, and Deed Restriction affecting Lots 22, 23, and 24.

**Motion seconded by** Jacques Hadler

**Motion passes 7-0**

**R. Adopting an Ordinance initiating a Temporary Land Use Regulation within the Boundaries of the Thompson Special Service District (John Guenther, Planning & Zoning Director and Chris Baird, Commission Administrator)**

**Presentation**

Chris discussed the water use and capacity in Thompson Springs. Trish asked about dormant connections, and Chris responded that the County needs some clarity on how to proceed with unused connections.

**Motion by** Trish Hedin to adopt the proposed Ordinance enacting a Temporary Land Use Regulation prohibiting subdivision approval, certain construction, and other development within the Thompson Special Service District Boundary.

**Motion seconded by** Jacques Hadler

**Motion passes 7-0**

- S. Adopting Ordinance amending Ordinance 286 and Ordinance 570 to impose tourism, recreation, cultural, convention and airport facilities taxes and collection (Chris Baird, Commission Administrator)**

**Presentation**

Chris discussed the amendment to motor vehicle and rental taxes. If we adopt this, then all motorized vehicles are subject to the tax for short term vehicle rentals. Kevin asked about the definition of OHV, and Chris responded that we may see a slight tax increase, but it would likely be small. Kevin asked about tour operators and whether those are rented vehicles or not – and Chris discussed the response from the State.

**Motion by** Kevin Walker to adopt the Ordinance amending Ordinance 286 and Ordinance 570 to impose tourism, recreation, cultural, convention and airport facilities taxes on off-highway and recreational vehicles at a rate of 7%.

**Motion seconded by** Evan Clapper

Kevin noted this would likely not make a big difference in Grand County's tax revenue.

**Motion passes 7-0**

- T. Approving updates to the Grand County Face Covering Policy (Chair McGann and Chris Baird, Commission Administrator)**

**Presentation**

Mary suggested revisiting the face covering policy in accordance with the new Centers for Disease Control (CDC) suggestions. Chris noted the difference in CDC numbers vs Utah State numbers and the methods used to arrive at those numbers. Mary suggested support for masks, but noted enforcement could be difficult. Christina noted the State Courts are requiring masks during periods of moderate and high transmission levels.

**Motion by** Kevin Walker to approve repealing and replacing the Grand County Face Covering Policy effective August 4, 2021 with the following amendment: all occurrences of “moderate” be replaced by “high.”

**Motion seconded by** Trish Hedin

**Discussion**

Sarah suggested that the library develop and maintain policies that make kids and staff feel safe. Trish agreed with the importance of keeping the library open and safe.

**Motion passes 7-0**

- U. Approving letter to Community Renewable Energy Program regarding board members and appointing alternate board member to the Community Renewable Energy Board (Commissioner Stock)**

**Presentation**

Sarah noted John had offered to fill the other spot.

**Motion by** Kevin Walker to approve the letter to Community Renewable Energy Program regarding board members and appointing alternate board member to the Community Renewable Energy Board.

**Motion seconded by** Trish Hedin

**Motion passes 7-0**

**V. Approving letter of appreciation to state legislators for support during the 2021 legislative session (Chair McGann and Chris Baird, Commission Administrator)**

**Motion by** Kevin Walker to approve letter of appreciation to state legislators

**Motion seconded by** Jacques Hadler

**Motion passes 7-0**

Chris offered thanks to our legislators for their work on TRT reform and Utahraptor State Park.

**W. Adopting Ordinance changing the name of Johnston Drive in the Peak View Subdivision to Johnston Peak Drive (Christina Sloan, County Attorney)**

**Presentation**

Christina discussed the resolution, noting there are two Johnston Drives within close proximity. County policy has been updated to avoid this in the future. Christina noted the owners have been slow to respond.

**Motion by** Trish Hedin to change the name of Johnston Drive in the Peak View Subdivision to Johnston Peak Drive.

**Motion seconded by** Sarah Stock

**Discussion**

Gabriel suggested the lack of response from developers is possibly due to pending litigation. Gabriel suggested waiting to hear back from the developers before proceeding. Christina suggested any pending litigation could take a few months to a few years. Kevin suggested we could change the name again if needed.

**Motion passes 7-0**

**Consent Agenda- Action Items**

- X. Ratifying the Chair's signature on an Independent Contractor Agreement with Eckles Paving for Hell's Revenge, Slickrock and Transit Hub parking lot and bike path crack repairs and sealing**
- Y. Approving Independent Contractor Agreement with Taylor Fence Company for the Airport Drive Through Gate Operator upgrade, in the amount of \$13,600**
- Z. Pre- Approving Enterprise lease schedules for 2022 Factory Ordering of Vehicles**
- AA. Approving local consent for temporary beer permit for event: Rexy, Queen of the Desert Gravel Ride (conditional upon the event receiving a special event permit)**

**BB. Ratifying the Chair's signature on letter to State Emergency Management/NRCS requesting flood mitigation assistance (Chris Baird, Commission Administrator)**

**Motion by** Jacques Hadler to adopt the consent agenda as presented.

**Motion seconded by** Evan Clapper

**Motion 7-0**

**Discussion Items**

**CC. Discussion on Public Lands Bill (Commissioners Walker, Stock, & Hadler)**

Kevin discussed the potential public lands bill, describing some of the possibilities and proposals. Kevin discussed the difference between a National Conservation Area and normal Bureau of Land Management (BLM) land. Kevin shared some maps and discussed some alternative plans. Jacques offered thanks to Kevin for all his work on the issue. Chris asked about potential Wilderness Areas, and Kevin responded that National Conservation Areas are likely a better solution in the short term. Mary suggested public engagement similar to what was done with the Hwy 191/313 small area plan, with online questions and comments from the public. Kevin discussed various potential land trades and National Park expansions.

**DD. Discussion on state redistricting strategy (Commissioner Walker)**

Kevin discussed the upcoming redistricting. Mary discussed the importance of keeping the County in the same district. Mary suggested that Grand County and San Juan County may be well-served by being together. Kevin agreed with being grouped with San Juan County, and perhaps Carbon and Emery Counties. Gabriel thanked Chair McGann for her efforts and dedication to Grand County.

**EE. Calendar items and special events (Mallory Nassau, Associate Commission Administrator)  
Public Hearings- Possible Action Items**

Mallory discussed the next meeting. Mallory noted some special events that are in the works.

**Closed Session**

**Motion by** Kevin Walker to enter closed session to discuss pending or reasonably imminent litigation and character, professional competence or physical or mental health of an individual.

**Motion seconded by** Jacques Hadler

**Motion passes 7-0**

**Commission entered closed session at 8:59 pm.**

**Commission exited closed session at 9:50 pm.**

**Chair McGann adjourned the meeting at 9:50 pm.**

**GRAND COUNTY BILLS TO BE APPROVED  
8/17/2021**

112292, 112293-112389	A/P Checks	8/5/2021	\$465,042.22
112390-112436	A/P Checks	8/13/2021	\$167,963.53
80421101 & 80421102	Payroll Transmittals	7/25/2021	\$157,889.94

**TOTAL BILLS** **\$790,895.69**

33587			
73021101-73021283	07/12/2021-07/25/2021	7/30/2021	\$258,344.68

**TOTAL PAYROLL** **\$258,344.68**

**TOTAL BILLS & PAYROLL** **\$1,049,240.37**

112292 VISA-ZIONS FIRST NAT. BANK	\$14,632.53	GC CREDIT CARD PAYMENTS
112296 ARMSTRONG CONSULTANTS	\$61,319.50	AIRPORT PROJECTS
112312 CARBON COUNTY C/O FOUR CORNERS	\$43,839.00	1ST HALF COUNTY SHARE
112333 LOVE COMMUNICATIONS	\$28,243.14	TRAVEL COUNCIL ADVERTISING
112335 MOAB CITY, INC	\$85,060.75	VARIES COUNTY FEES AND UTILITIES
112338 MOTOROLA SOLUTIONS, INC	\$22,213.70	PHONE EQUIPMENT FOR SHERIFF
112351 PREMIER VEHICLE INSTALLATION, INC	\$87,621.45	EQUIPMENT FOR SHERIFF TRUCKS
112368 SOUTHEASTERN UTAH HEALTH DEPT	\$23,634.50	GC 3RD QRT ASSESSMENT PAYMENT
112381 VLCM	\$20,401.91	RENEWAL ON GC PHONE SYSTEMS
112386 WELLER RECREATION, INC	\$16,655.12	SANDFLATS NEW ATV
112424 ROCKY MOUNTAIN POWER	\$13,808.68	VARIES GC ELECTRIC BILL
112426 SMUIN, RICH & MARSING	\$24,285.00	GC AUDITING SERVICES
112429 STATE FIRE SALES & SERVICE	\$17,907.50	GC ANNUAL FIRE ALARM INSPECTIONS
112431 UTAH LOCAL GOVERNMENT TRUST	\$13,646.66	GC WORKERS COMP PREMIUM
112432 UTAH STATE TREASURER	\$26,192.62	VARIES COUNTY FEES
	\$499,462.06	

## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor.Last Check Number = 112292, 112293-112389,112390-112436

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
<b>AARON P. WISE, ATTORNEY AT LAW, PLLC</b>							
112390	35915	AARON P. WISE, ATTORNEY AT	1095	PUBLIC DEFENDER	9,000.00	9,000.00	08/13/2021
Total AARON P. WISE, ATTORNEY AT LAW, PLLC:					9,000.00	9,000.00	
<b>AIRGAS USA, LLC</b>							
112293	33971	AIRGAS USA, LLC	9115600919	MMAD/3696782	15.57	15.57	08/05/2021
Total AIRGAS USA, LLC:					15.57	15.57	
<b>AJOULES, INC</b>							
112391	34304	AJOULES, INC	10108-2021	ASSESSOR	575.00	575.00	08/13/2021
112391	34304	AJOULES, INC	10108-2021	TREASURER	575.00	575.00	08/13/2021
112391	34304	AJOULES, INC	10108-2021	CLERK	575.00	575.00	08/13/2021
112391	34304	AJOULES, INC	10108-2021	RECORDER	575.00	575.00	08/13/2021
Total AJOULES, INC:					2,300.00	2,300.00	
<b>ALLRED, JAMES</b>							
112392	36790	ALLRED, JAMES	2450	REFUND ON CASE #175001365	500.00	500.00	08/13/2021
Total ALLRED, JAMES:					500.00	500.00	
<b>ALSCO INC.</b>							
112294	34353	ALSCO INC.	LGRA2521936	AIRPORT	74.39	74.39	08/05/2021
112294	34353	ALSCO INC.	LGRA2516595	AIRPORT	74.39	74.39	08/05/2021
Total ALSCO INC.:					148.78	148.78	
<b>AMERIGAS-GREEN RIVER</b>							
112393	10615	AMERIGAS-GREEN RIVER	3125059167	airport propane/200781332	121.00	121.00	08/13/2021
Total AMERIGAS-GREEN RIVER:					121.00	121.00	
<b>AMSBERRY, SHANON</b>							
112295	32932	AMSBERRY, SHANON	07192021	REIMBURSEMENT	108.04	108.04	08/05/2021
112295	32932	AMSBERRY, SHANON	07192021	REIMBURSEMENT/2.5 LB CO2 A	380.92	380.92	08/05/2021
Total AMSBERRY, SHANON:					488.96	488.96	
<b>ARMSTRONG CONSULTANTS, INC.</b>							
112296	10855	ARMSTRONG CONSULTANTS, I	21-216690-01	AIP#3-49-0020-039-2021	14,980.00	14,960.00	08/05/2021
112296	10855	ARMSTRONG CONSULTANTS, I	21-216689-01	AIP#3-49-0020-038-2021	43,437.50	43,437.50	08/05/2021
112296	10855	ARMSTRONG CONSULTANTS, I	21-208611-04	AIP#3-49-0020-034-2020	2,922.00	2,922.00	08/05/2021
Total ARMSTRONG CONSULTANTS, INC.:					61,319.50	61,319.50	
<b>AT &amp; T MOBILITY</b>							
112297	36370	AT & T MOBILITY	287294875609	EMERGENCY MANAGEMENT	40.04	40.04	08/05/2021
Total AT & T MOBILITY:					40.04	40.04	

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
<b>BACK OF BEYOND BOOKS</b>							
112394	32887	BACK OF BEYOND BOOKS	3526	LIBRARY	329.46	329.46	08/13/2021
Total BACK OF BEYOND BOOKS:					329.46	329.46	
<b>BAIRD, MIKE</b>							
112298	11145	BAIRD, MIKE	AUG 2021	PROFESSIONAL SERVICES LIB	600.00	600.00	08/05/2021
Total BAIRD, MIKE:					600.00	600.00	
<b>BAKER &amp; TAYLOR</b>							
112395	32963	BAKER & TAYLOR	H56035820	LIBRARY	19.48	19.48	08/13/2021
112395	32963	BAKER & TAYLOR	H56169200	LIBRARY	143.13	143.13	08/13/2021
112395	32963	BAKER & TAYLOR	H56310460	LIBRARY	10.48	10.48	08/13/2021
112395	32963	BAKER & TAYLOR	H56213280	LIBRARY	17.96	17.96	08/13/2021
112395	32963	BAKER & TAYLOR	H56006400	LIBRARY	21.73	21.73	08/13/2021
112395	32963	BAKER & TAYLOR	H56181830	LIBRARY	21.74	21.74	08/13/2021
Total BAKER & TAYLOR:					234.52	234.52	
<b>BLACKSTONE PUBLISHING</b>							
112299	38033	BLACKSTONE PUBLISHING	1234716	LIBRARY	160.00	160.00	08/05/2021
Total BLACKSTONE PUBLISHING:					160.00	160.00	
<b>BLUE360 MEDIA, LLC</b>							
112300	35954	BLUE360 MEDIA, LLC	INV-210614-SF	SHERIFF/CRIMINAL LAW & TRA	816.53	816.53	08/05/2021
Total BLUE360 MEDIA, LLC:					816.53	816.53	
<b>BRANTLEY DISTRIBUTING</b>							
112301	12045	BRANTLEY DISTRIBUTING	21135910	ROAD DEPT SUPPLIES	400.20	400.20	08/05/2021
Total BRANTLEY DISTRIBUTING:					400.20	400.20	
<b>CANYONLANDS ADVERTISING</b>							
112396	12505	CANYONLANDS ADVERTISING	MH0721032	OSTA	25.00	25.00	08/13/2021
112396	12505	CANYONLANDS ADVERTISING	35689	PLANNING & ZONING	528.71	528.71	08/13/2021
112396	12505	CANYONLANDS ADVERTISING	35745	TRAILS	19.00	19.00	08/13/2021
112396	12505	CANYONLANDS ADVERTISING	20390	SOUND METER RETURN	85.16	85.16	08/13/2021
Total CANYONLANDS ADVERTISING:					657.87	657.87	
<b>CANYONLANDS AUTO</b>							
112302	12515	CANYONLANDS AUTO	606353	CEMETERY	94.49	94.49	08/05/2021
112302	12515	CANYONLANDS AUTO	607461	CEMETERY	99.99	99.99	08/05/2021
112302	12515	CANYONLANDS AUTO	605247	ROAD	121.41	121.41	08/05/2021
112302	12515	CANYONLANDS AUTO	605744	ROAD	1,043.00	1,043.00	08/05/2021
112302	12515	CANYONLANDS AUTO	606039	ROAD	133.26	133.26	08/05/2021
112302	12515	CANYONLANDS AUTO	606552	ROAD	78.15	78.15	08/05/2021
112302	12515	CANYONLANDS AUTO	605888	ROAD	55.00-	55.00-	08/05/2021
112302	12515	CANYONLANDS AUTO	606605	CEMETERY	46.49	46.49	08/05/2021
112302	12515	CANYONLANDS AUTO	605226	ROAD	340.90	340.90	08/05/2021
112302	12515	CANYONLANDS AUTO	605466	ROAD	13.02	13.02	08/05/2021
112302	12515	CANYONLANDS AUTO	605979	ROAD	25.46	25.46	08/05/2021
112302	12515	CANYONLANDS AUTO	606486	ROAD	346.99	346.99	08/05/2021
112302	12515	CANYONLANDS AUTO	607403	ROAD	64.72	64.72	08/05/2021
112302	12515	CANYONLANDS AUTO	605366	ROAD	12.10	12.10	08/05/2021

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
112302	12515	CANYONLANDS AUTO	605845	sheriff	323.61	323.61	08/05/2021
112302	12515	CANYONLANDS AUTO	606456	ROAD	59.16	59.16	08/05/2021
112302	12515	CANYONLANDS AUTO	607273	ROAD	222.48	222.48	08/05/2021
112302	12515	CANYONLANDS AUTO	605875	sheriff	41.79	41.79	08/05/2021
112302	12515	CANYONLANDS AUTO	605733	CEMETERY	30.98	30.98	08/05/2021
112302	12515	CANYONLANDS AUTO	606447	GRAND CENTER	56.28	56.28	08/05/2021
112302	12515	CANYONLANDS AUTO	607150	ROAD	73.80	73.80	08/05/2021
112302	12515	CANYONLANDS AUTO	605813	sheriff	41.79	41.79	08/05/2021
112302	12515	CANYONLANDS AUTO	608008	sheriff	437.70	437.70	08/05/2021
112302	12515	CANYONLANDS AUTO	608583	CEMETERY	153.28	153.28	08/05/2021
112302	12515	CANYONLANDS AUTO	608033	CEMETERY	6.99	6.99	08/05/2021
112302	12515	CANYONLANDS AUTO	607830	ROAD	4.21	4.21	08/05/2021
112302	12515	CANYONLANDS AUTO	607226	ROAD	6.56	6.56	08/05/2021
112302	12515	CANYONLANDS AUTO	606491	CEMETERY	19.69	19.69	08/05/2021
112302	12515	CANYONLANDS AUTO	607829	CEMETERY	6.53	6.53	08/05/2021
112302	12515	CANYONLANDS AUTO	605348	ROAD	319.50	319.50	08/05/2021
112302	12515	CANYONLANDS AUTO	605838	ROAD	31.82	31.82	08/05/2021
Total CANYONLANDS AUTO:					4,117.57	4,117.57	
<b>CASELLE, INC.</b>							
112397	12770	CASELLE, INC.	111144	CONTRACT SUPPORT & MAINT	1,736.00	1,736.00	08/13/2021
Total CASELLE, INC.:					1,736.00	1,736.00	
<b>CDW GOVERNMENT INC.</b>							
112303	12830	CDW GOVERNMENT INC.	G868217	PLANNING & ZONING	367.94	367.94	08/05/2021
112303	12830	CDW GOVERNMENT INC.	H109368	AIRPORT	197.41	197.41	08/05/2021
112303	12830	CDW GOVERNMENT INC.	G941539	PLANNING & ZONING	387.30	387.30	08/05/2021
112303	12830	CDW GOVERNMENT INC.	G908247	SHERIFF	246.20	246.20	08/05/2021
112303	12830	CDW GOVERNMENT INC.	G959197	OSTA/BENQ 27IN IPS 1080P MO	158.09	158.09	08/05/2021
112303	12830	CDW GOVERNMENT INC.	G952769	IT	93.75	93.75	08/05/2021
Total CDW GOVERNMENT INC.:					1,450.69	1,450.69	
<b>CENTURYLINK</b>							
112304	33538	CENTURYLINK	JULY 2021	911 WIRELESS	1,954.92	1,954.92	08/05/2021
Total CENTURYLINK:					1,954.92	1,954.92	
<b>CLARKE</b>							
112398	35963	CLARKE	5095364	MMAD	575.60	575.60	08/13/2021
Total CLARKE:					575.60	575.60	
<b>CODALE ELECTRIC SUPPLY, INC.</b>							
112305	32821	CODALE ELECTRIC SUPPLY, IN	S7472774.001	LIBRARY	138.60	138.60	08/05/2021
Total CODALE ELECTRIC SUPPLY, INC.:					138.60	138.60	
<b>CODE PUBLISHING INC.</b>							
112306	34954	CODE PUBLISHING INC.	70494	PLANNING & ZONING	42.90	42.90	08/05/2021
Total CODE PUBLISHING INC.:					42.90	42.90	
<b>CXT INCORPORATED</b>							
112307	32421	CXT INCORPORATED	12798	SANDFLATS/RISER SEATS WIT	278.46	278.46	08/05/2021

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<b>Total CXT INCORPORATED:</b>					<b>278.46</b>	<b>278.46</b>	
<b>DAVIS COUNTY GOVERNMENT</b>							
112308	36700	DAVIS COUNTY GOVERNMENT	114280	AUG 2021 911 SHARED SYSTE	823.51	823.51	08/05/2021
<b>Total DAVIS COUNTY GOVERNMENT:</b>					<b>823.51</b>	<b>823.51</b>	
<b>DAVIS, AUBREY</b>							
112309	33935	DAVIS, AUBREY	FY22-0001	MILEAGE	143.36	143.36	08/05/2021
<b>Total DAVIS, AUBREY:</b>					<b>143.36</b>	<b>143.36</b>	
<b>DENCO SECURITY</b>							
112399	30521	DENCO SECURITY	154161	STAR HALL SECURITY	24.95	24.95	08/13/2021
112399	30521	DENCO SECURITY	154155	GRAND CENTER	22.95	22.95	08/13/2021
112399	30521	DENCO SECURITY	154160	LIBRARY	22.95	22.95	08/13/2021
<b>Total DENCO SECURITY:</b>					<b>70.85</b>	<b>70.85</b>	
<b>DESERT WEST OFFICE SUPPLY</b>							
112400	14375	DESERT WEST OFFICE SUPPLY	239027	Recorder	41.75	41.75	08/13/2021
112400	14375	DESERT WEST OFFICE SUPPLY	239191	SHERIFF	85.98	85.98	08/13/2021
112400	14375	DESERT WEST OFFICE SUPPLY	239332	Road	18.98	18.98	08/13/2021
112400	14375	DESERT WEST OFFICE SUPPLY	239466	SHERIFF	43.66	43.66	08/13/2021
112400	14375	DESERT WEST OFFICE SUPPLY	239552	SHERIFF	17.65	17.65	08/13/2021
112400	14375	DESERT WEST OFFICE SUPPLY	239336	FAMILY SUPPORT	30.32	30.32	08/13/2021
112400	14375	DESERT WEST OFFICE SUPPLY	239335	pLANNING & ZONING	1,063.83	1,063.83	08/13/2021
112400	14375	DESERT WEST OFFICE SUPPLY	239112	THOMPSON FIRE	73.99	73.99	08/13/2021
112400	14375	DESERT WEST OFFICE SUPPLY	239279	pLANNING & ZONING	662.10	662.10	08/13/2021
112400	14375	DESERT WEST OFFICE SUPPLY	239156	SHERIFF	77.72	77.72	08/13/2021
112400	14375	DESERT WEST OFFICE SUPPLY	239260	cjc	15.03	15.03	08/13/2021
112400	14375	DESERT WEST OFFICE SUPPLY	239339	cjc	7.77	7.77	08/13/2021
112400	14375	DESERT WEST OFFICE SUPPLY	239472	cjc	38.28	38.28	08/13/2021
112400	14375	DESERT WEST OFFICE SUPPLY	239576	Recorder	14.00	14.00	08/13/2021
112400	14375	DESERT WEST OFFICE SUPPLY	239462	FAMILY SUPPORT	8.55	8.55	08/13/2021
112400	14375	DESERT WEST OFFICE SUPPLY	239111	jail	89.11	89.11	08/13/2021
112400	14375	DESERT WEST OFFICE SUPPLY	239273	SEARCH & RESCUE	55.77	55.77	08/13/2021
112400	14375	DESERT WEST OFFICE SUPPLY	239373	cjc	18.93	18.93	08/13/2021
112400	14375	DESERT WEST OFFICE SUPPLY	239486	SHERIFF	37.70	37.70	08/13/2021
112400	14375	DESERT WEST OFFICE SUPPLY	239634	SHERIFF	11.49	11.49	08/13/2021
112400	14375	DESERT WEST OFFICE SUPPLY	239113	THOMPSON FIRE	23.23	23.23	08/13/2021
112400	14375	DESERT WEST OFFICE SUPPLY	239204	BUILDING INSP	10.23	10.23	08/13/2021
112400	14375	DESERT WEST OFFICE SUPPLY	239294	AIRPORT	17.00	17.00	08/13/2021
112400	14375	DESERT WEST OFFICE SUPPLY	239372	cjc	54.48	54.48	08/13/2021
112400	14375	DESERT WEST OFFICE SUPPLY	239438	jail	1,114.73	1,114.73	08/13/2021
112400	14375	DESERT WEST OFFICE SUPPLY	239565	SANDFLATS	13.00	13.00	08/13/2021
<b>Total DESERT WEST OFFICE SUPPLY:</b>					<b>3,645.28</b>	<b>3,645.28</b>	
<b>EMERY TELCOM</b>							
112401	14995	EMERY TELCOM	AUG 2021	3196900 - AIRPORT	236.60	236.60	08/13/2021
112401	14995	EMERY TELCOM	AUG 2021	3207000 - GRAND CENTER	77.97	77.97	08/13/2021
112401	14995	EMERY TELCOM	AUG 2021	3556900 - FAMILY SUPPORT	134.12	134.12	08/13/2021
112401	14995	EMERY TELCOM	AUG 2021	1105700 - SHERIFF	89.25	89.25	08/13/2021
112401	14995	EMERY TELCOM	AUG 2021	3197100 - WEED	111.31	111.31	08/13/2021
112401	14995	EMERY TELCOM	AUG 2021	3207200 - EOC	81.02	81.02	08/13/2021
112401	14995	EMERY TELCOM	AUG 2021	3086900 - CJC	54.95	54.95	08/13/2021

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
112401	14995	EMERY TELCOM	AUG 2021	3206900 - ROAD	111.31	111.31	08/13/2021
112401	14995	EMERY TELCOM	AUG 2021	1052200 - COURTHOUSE INTER	289.95	289.95	08/13/2021
112401	14995	EMERY TELCOM	AUG 2021	3936300 - MMAD	125.48	125.48	08/13/2021
112401	14995	EMERY TELCOM	AUG 2021	1108500 - LIBRARY	482.51	482.51	08/13/2021
112401	14995	EMERY TELCOM	08012021	SANDFLATS ADVERTISING	1,500.00	1,500.00	08/13/2021
112401	14995	EMERY TELCOM	AUG 2021	1007100 - SEARCH & RESCUE	86.94	86.94	08/13/2021
112401	14995	EMERY TELCOM	AUG 2021	3197000 - OSTA	147.09	147.09	08/13/2021
112401	14995	EMERY TELCOM	AUG 2021	3207000 - GRAND CENTER	77.96	77.96	08/13/2021
112401	14995	EMERY TELCOM	AUG 2021	3315200 - CEMETERY	104.11	104.11	08/13/2021
Total EMERY TELCOM:					3,710.57	3,710.57	
<b>FARM &amp; CITY GENERAL STORES</b>							
112310	15275	FARM & CITY GENERAL STORE	127411	SEARCH & RESCUE	124.95	124.95	08/05/2021
Total FARM & CITY GENERAL STORES:					124.95	124.95	
<b>FEDEX</b>							
112311	15375	FEDEX	7-443-49757	TRAVEL COUNCIL	11.69	11.69	08/05/2021
Total FEDEX:					11.69	11.69	
<b>FITZGERALD LAW OFFICE LLC</b>							
112402	32643	FITZGERALD LAW OFFICE LLC	AUG 2021	OFFICE SUPPLIES	83.33	83.33	08/13/2021
112402	32643	FITZGERALD LAW OFFICE LLC	AUG 2021	JUVENILE COURT PUBLIC DEF	4,250.00	4,250.00	08/13/2021
Total FITZGERALD LAW OFFICE LLC:					4,333.33	4,333.33	
<b>FLAGS &amp; POLES INT'S</b>							
112403	34497	FLAGS & POLES INT'S	2071	FLAGS	692.10	692.10	08/13/2021
Total FLAGS & POLES INT'S:					692.10	692.10	
<b>FOUR CORNERS MNTL HEALTH/PRIC</b>							
112312	15680	FOUR CORNERS MNTL HEALTH	9300	COUNTY SHARE MENTAL HEAL	43,839.00	43,839.00	08/05/2021
Total FOUR CORNERS MNTL HEALTH/PRIC:					43,839.00	43,839.00	
<b>FRONTIER</b>							
112313	15815	FRONTIER	JULY2021	EXTENSION	120.46	120.46	08/05/2021
112313	15815	FRONTIER	JULY2021	SHERIFF	492.60	492.60	08/05/2021
112313	15815	FRONTIER	JULY2021	TRAVEL CNL	79.36	79.36	08/05/2021
112313	15815	FRONTIER	JULY 2021	COUNCIL	64.32	64.32	08/05/2021
112313	15815	FRONTIER	JULY 2021	PLANNING	38.59	38.59	08/05/2021
112313	15815	FRONTIER	JULY 2021	UHP	77.18	77.18	08/05/2021
112313	15815	FRONTIER	JULY 2021	SHERIFF	205.82	205.82	08/05/2021
112313	15815	FRONTIER	JULY 2021	SAND FLATS	25.73	25.73	08/05/2021
112313	15815	FRONTIER	JULY 2021	GRAND CENTER	51.45	51.45	08/05/2021
112313	15815	FRONTIER	JULY 2021	JAIL	102.92	102.92	08/05/2021
112313	15815	FRONTIER	JULY 2021	TRAVEL COUNCIL	64.32	64.32	08/05/2021
112313	15815	FRONTIER	JULY 2021	OSTA	25.73	25.73	08/05/2021
112313	15815	FRONTIER	JULY 2021	BUILDING	51.45	51.45	08/05/2021
112313	15815	FRONTIER	JULY 2021	IT	12.86	12.86	08/05/2021
112313	15815	FRONTIER	JULY 2021	TREASURER	51.45	51.45	08/05/2021
112313	15815	FRONTIER	JULY 2021	CLERK	90.05	90.05	08/05/2021
112313	15815	FRONTIER	JULY 2021	JUSTICE COURT	64.32	64.32	08/05/2021
112313	15815	FRONTIER	JULY 2021	ASSESSOR	77.18	77.18	08/05/2021
112313	15815	FRONTIER	JULY 2021	HR	25.73	25.73	08/05/2021

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
112313	15815	FRONTIER	JULY2021	LIBRARY/2599998	114.44	114.44	08/05/2021
112313	15815	FRONTIER	JULY 2021	RECORDER	77.18	77.18	08/05/2021
112313	15815	FRONTIER	JULY2021	SHERIFF	1,724.57	1,724.57	08/05/2021
112313	15815	FRONTIER	JULY2021	MUSEUM	100.77	100.77	08/05/2021
112313	15815	FRONTIER	JULY2021	DV	16.10	16.10	08/05/2021
112313	15815	FRONTIER	JULY2021	JUSTICE CT LOBBY PAY PHON	45.86	45.86	08/05/2021
112313	15815	FRONTIER	JULY2021	SHERIFF - WILSON BASIN	179.88	179.88	08/05/2021
112313	15815	FRONTIER	JULY2021	CANYONLANDS USA	227.04	227.04	08/05/2021
112313	15815	FRONTIER	JULY 2021	UMTRA	12.86	12.86	08/05/2021
112313	15815	FRONTIER	JULY 2021	MAINTENANCE	38.59	38.59	08/05/2021
112313	15815	FRONTIER	JULY 2021	EOC	25.73	25.73	08/05/2021
112313	15815	FRONTIER	JULY 2021	ATTORNEY	90.05	90.05	08/05/2021
112313	15815	FRONTIER	JULY2021	ATTORNEY	181.02	181.02	08/05/2021
112313	15815	FRONTIER	JULY2021	JUSTICE CT	43.94	43.94	08/05/2021
112313	15815	FRONTIER	JULY 2021	WEEDS	12.86	12.86	08/05/2021
112313	15815	FRONTIER	JULY 2021	ROADS	51.45	51.45	08/05/2021
112313	15815	FRONTIER	JULY 2021	AIRPORT	38.59	38.59	08/05/2021
112313	15815	FRONTIER	JULY2021	SHERIFF'S ENC	305.04	305.04	08/05/2021
112313	15815	FRONTIER	JULY2021	ROAD	59.09	59.09	08/05/2021
112313	15815	FRONTIER	JULY2021	STAR HALL ALARM LINE	67.55	67.55	08/05/2021
Total FRONTIER:					5,134.13	5,134.13	
<b>GALE GROUP, THE</b>							
112314	15875	GALE GROUP, THE	74568263	LIBRARY	59.22	59.22	08/05/2021
112314	15875	GALE GROUP, THE	74568983	LIBRARY	26.39	26.39	08/05/2021
Total GALE GROUP, THE:					85.61	85.61	
<b>GALLS LLC</b>							
112404	15885	GALLS LLC	018833375	AIRPORT	31.37	31.37	08/13/2021
Total GALLS LLC:					31.37	31.37	
<b>GEARHEADS OUTDOOR STORES</b>							
112315	16035	GEARHEADS OUTDOOR STOR	323414	TRAILS	176.97	176.97	08/05/2021
112315	16035	GEARHEADS OUTDOOR STOR	323414	TRAILS	147.92	147.92	08/05/2021
Total GEARHEADS OUTDOOR STORES:					324.89	324.89	
<b>GIZLER, ELAINE</b>							
112316	34892	GIZLER, ELAINE	08102021	PER DIEM	308.00	308.00	08/05/2021
Total GIZLER, ELAINE:					308.00	308.00	
<b>GRAINGER</b>							
112317	16310	GRAINGER	9961694651	AIRPORT	81.81	81.81	08/05/2021
112317	16310	GRAINGER	9970397536	AIRPORT	36.86	36.86	08/05/2021
112317	16310	GRAINGER	9961927788	AIRPORT	83.83	83.83	08/05/2021
Total GRAINGER:					202.50	202.50	
<b>GRAND RENTAL CENTER, INC.</b>							
112318	16505	GRAND RENTAL CENTER, INC.	71863	ROAD	336.72	336.72	08/05/2021
112318	16505	GRAND RENTAL CENTER, INC.	71974	ROAD	51.62	51.62	08/05/2021
112318	16505	GRAND RENTAL CENTER, INC.	71868	ROAD	887.71	887.71	08/05/2021
112318	16505	GRAND RENTAL CENTER, INC.	71894	ROAD	556.13	556.13	08/05/2021
112318	16505	GRAND RENTAL CENTER, INC.	71892	ROAD	179.70	179.70	08/05/2021

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Total GRAND RENTAL CENTER, INC.:					2,011.88	2,011.88	
<b>GRAND TIRE PROS</b>							
112319	13035	GRAND TIRE PROS	107434	ROAD	139.05	139.05	08/05/2021
112319	13035	GRAND TIRE PROS	106645	sheriff	74.15	74.15	08/05/2021
112319	13035	GRAND TIRE PROS	106564	ROAD	71.50	71.50	08/05/2021
112319	13035	GRAND TIRE PROS	106565	ROAD	21.40	21.40	08/05/2021
112319	13035	GRAND TIRE PROS	107389	ROAD	46.35	46.35	08/05/2021
Total GRAND TIRE PROS:					352.45	352.45	
<b>GRAND WATER &amp; SEWER S A</b>							
112406	16530	GRAND WATER & SEWER S A	2449	RESTITUTION-LERAYDO GISHI	50.00	50.00	08/05/2021
112406	16530	GRAND WATER & SEWER S A	JULY 2021	OSTA - SEWER	784.60	784.60	08/13/2021
112406	16530	GRAND WATER & SEWER S A	JULY 2021	OSTA - IRRIGATION	252.20	252.20	08/13/2021
112406	16530	GRAND WATER & SEWER S A	JULY 2021	CEMETERY	64.55	64.55	08/13/2021
112406	16530	GRAND WATER & SEWER S A	JULY 2021	ROAD	100.95	100.95	08/13/2021
112406	16530	GRAND WATER & SEWER S A	JULY 2021	OSTA - BALL FIELD	251.80	251.80	08/13/2021
112406	16530	GRAND WATER & SEWER S A	JULY 2021	EOC	100.35	100.35	08/13/2021
112406	16530	GRAND WATER & SEWER S A	2454	RESTITUTION-LERAYDO GISHI	50.00	50.00	08/13/2021
Total GRAND WATER & SEWER S A:					1,654.45	1,654.45	
<b>GUENTHER, JOHN</b>							
112407	36791	GUENTHER, JOHN	06242021	REIMBURSEMENT	59.43	59.43	08/13/2021
112407	36791	GUENTHER, JOHN	06242021	MILEAGE	28.00	28.00	08/13/2021
Total GUENTHER, JOHN:					87.43	87.43	
<b>HACKWELL, SHAN</b>							
112321	34208	HACKWELL, SHAN	08042021	HALEY MOSHER'S GUN	850.00	850.00	08/05/2021
Total HACKWELL, SHAN:					850.00	850.00	
<b>HENDERSON LEASING CO LLC</b>							
112322	31151	HENDERSON LEASING CO LLC	24786	OSTA	93.50	93.50	08/05/2021
Total HENDERSON LEASING CO LLC:					93.50	93.50	
<b>HIGH COUNTRY SIGNS &amp; OUTDOOR ADVERTISING</b>							
112323	17385	HIGH COUNTRY SIGNS & OUTD	2020-600	ADVERTISING	400.00	400.00	08/05/2021
Total HIGH COUNTRY SIGNS & OUTDOOR ADVERTISING:					400.00	400.00	
<b>HONNEN EQUIPMENT</b>							
112324	32556	HONNEN EQUIPMENT	1291209	ROAD	1,149.57	1,149.57	08/05/2021
Total HONNEN EQUIPMENT:					1,149.57	1,149.57	
<b>INGRAM LIBRARY SERVICES</b>							
112408	18085	INGRAM LIBRARY SERVICES	53856044	LIBRARY	22.96	22.96	08/13/2021
112408	18085	INGRAM LIBRARY SERVICES	54037195	LIBRARY	200.53	200.53	08/13/2021
112408	18085	INGRAM LIBRARY SERVICES	53684791	LIBRARY	297.88	297.88	08/13/2021
112408	18085	INGRAM LIBRARY SERVICES	53908791	LIBRARY	417.74	417.74	08/13/2021
112408	18085	INGRAM LIBRARY SERVICES	53638856	LIBRARY	254.79	254.79	08/13/2021
112408	18085	INGRAM LIBRARY SERVICES	53859099	LIBRARY	156.30	156.30	08/13/2021
112408	18085	INGRAM LIBRARY SERVICES	54074676	LIBRARY	223.12	223.12	08/13/2021

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112408	18085	INGRAM LIBRARY SERVICES	53840045	LIBRARY	305.71	305.71	08/13/2021
112408	18085	INGRAM LIBRARY SERVICES	54017129	LIBRARY	413.65	413.65	08/13/2021
Total INGRAM LIBRARY SERVICES:					2,292.68	2,292.68	
<b>INTERMOUNTAIN FARMERS ASSOC</b>							
112409	30491	INTERMOUNTAIN FARMERS AS	1015683803	OSTA/PACK CREEK FIRE	74.99	74.99	08/13/2021
112409	30491	INTERMOUNTAIN FARMERS AS	1015706105	OSTA/GATE 10' GREEN	749.96	749.96	08/13/2021
112409	30491	INTERMOUNTAIN FARMERS AS	1015652188	OSTA/PACK CREEK FIRE	3,544.34	3,544.34	08/13/2021
112409	30491	INTERMOUNTAIN FARMERS AS	1015652296	OSTA/PACK CREEK FIRE	130.00	130.00	08/13/2021
Total INTERMOUNTAIN FARMERS ASSOC:					4,499.29	4,499.29	
<b>JENKINS BAGLEY SPERRY, PLLC</b>							
112325	36774	JENKINS BAGLEY SPERRY, PLL	26812	GRAND COUN-1691.00001/LAN	623.50	623.50	08/05/2021
Total JENKINS BAGLEY SPERRY, PLLC:					623.50	623.50	
<b>JONES &amp; DEMILLE ENGINEERING INC</b>							
112410	35417	JONES & DEMILLE ENGINEERI	0125493	2105-075.00	1,000.00	1,000.00	08/13/2021
Total JONES & DEMILLE ENGINEERING INC:					1,000.00	1,000.00	
<b>JORGENSEN HONDA</b>							
112326	34311	JORGENSEN HONDA	10730822	WEED/#812	248.90	248.90	08/05/2021
Total JORGENSEN HONDA:					248.90	248.90	
<b>KENWORTH SALES COMPANY</b>							
112411	35364	KENWORTH SALES COMPANY	PRIIN4680344	ROAD	130.30	130.30	08/13/2021
112411	35364	KENWORTH SALES COMPANY	PRIIN4684454	ROAD	60.95	60.95	08/13/2021
112411	35364	KENWORTH SALES COMPANY	PRIIN4680870	ROAD	43.65	43.65	08/13/2021
112411	35364	KENWORTH SALES COMPANY	PRIIN4677728	ROAD	365.42	365.42	08/13/2021
Total KENWORTH SALES COMPANY:					600.32	600.32	
<b>KROGER-KING SOOPERS</b>							
112412	19170	KROGER-KING SOOPERS	102248	ROAD	60.00	60.00	08/13/2021
112412	19170	KROGER-KING SOOPERS	138693	STATE INMATE	12.69	12.69	08/13/2021
112412	19170	KROGER-KING SOOPERS	066167	ROAD	30.16	30.16	08/13/2021
112412	19170	KROGER-KING SOOPERS	064259	FAMILY SUPPORT CENTER	51.01	51.01	08/13/2021
112412	19170	KROGER-KING SOOPERS	133410	INMATE MEDS	45.37	45.37	08/13/2021
112412	19170	KROGER-KING SOOPERS	004433	COURTHOUSE	131.34	131.34	08/13/2021
112412	19170	KROGER-KING SOOPERS	015867	INMATE MEDS	10.55	10.55	08/13/2021
112412	19170	KROGER-KING SOOPERS	095382	JAIL	24.74	24.74	08/13/2021
112412	19170	KROGER-KING SOOPERS	108170	INMATE MEDS	34.27	34.27	08/13/2021
112412	19170	KROGER-KING SOOPERS	068509	FAMILY SUPPORT CENTER	37.62	37.62	08/13/2021
112412	19170	KROGER-KING SOOPERS	089854	AIRPORT	51.79	51.79	08/13/2021
112412	19170	KROGER-KING SOOPERS	012045	INMATE MEDS	85.44	85.44	08/13/2021
112412	19170	KROGER-KING SOOPERS	018722	INMATE MEDS	21.34	21.34	08/13/2021
112412	19170	KROGER-KING SOOPERS	065082	ROAD	38.00	38.00	08/13/2021
112412	19170	KROGER-KING SOOPERS	133908	INMATE MEDS	70.19	70.19	08/13/2021
112412	19170	KROGER-KING SOOPERS	076241	INMATE MEDS	210.69	210.69	08/13/2021
112412	19170	KROGER-KING SOOPERS	077508	ATTORNEY TRAINING	67.88	67.88	08/13/2021
112412	19170	KROGER-KING SOOPERS	086293	INMATE MEDS	35.37	35.37	08/13/2021
112412	19170	KROGER-KING SOOPERS	112246	INMATE MEDS	148.35	148.35	08/13/2021
112412	19170	KROGER-KING SOOPERS	160488	INMATE MEDS	17.97	17.97	08/13/2021
112412	19170	KROGER-KING SOOPERS	109111	INMATE MEDS	87.20	87.20	08/13/2021

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112412	19170	KROGER-KING SOOPERS	085721	sheriff	124.17	124.17	08/13/2021
112412	19170	KROGER-KING SOOPERS	084438	AIRPORT VENDING	118.90	118.90	08/13/2021
112412	19170	KROGER-KING SOOPERS	038550	INMATE MEDS	595.78	595.78	08/13/2021
112412	19170	KROGER-KING SOOPERS	089573	AIRPORT VENDING	36.65	36.65	08/13/2021
112412	19170	KROGER-KING SOOPERS	022848	INMATE MEDS	21.49	21.49	08/13/2021
112412	19170	KROGER-KING SOOPERS	096258	INMATE MEDS	29.59	29.59	08/13/2021
112412	19170	KROGER-KING SOOPERS	108170	sTATE INMATE	40.47	40.47	08/13/2021
112412	19170	KROGER-KING SOOPERS	052387	INMATE MEDS	84.59	84.59	08/13/2021
112412	19170	KROGER-KING SOOPERS	126524	INMATE MEDS	8.07	8.07	08/13/2021
112412	19170	KROGER-KING SOOPERS	096312	AIRPORT VENDING	46.93	46.93	08/13/2021
112412	19170	KROGER-KING SOOPERS	089884	AIRPORT VENDING	11.98	11.98	08/13/2021
112412	19170	KROGER-KING SOOPERS	062904	AIRPORT VENDING	131.57	131.57	08/13/2021
112412	19170	KROGER-KING SOOPERS	034016	ATTORNEY TRAINING	161.74	161.74	08/13/2021
112412	19170	KROGER-KING SOOPERS	089499	AIRPORT	8.67	8.67	08/13/2021
112412	19170	KROGER-KING SOOPERS	032148	INMATE MEDS	39.41	39.41	08/13/2021
112412	19170	KROGER-KING SOOPERS	098405	INMATE MEDS	30.38	30.38	08/13/2021
112412	19170	KROGER-KING SOOPERS	023417	INMATE MEDS	82.23	82.23	08/13/2021
112412	19170	KROGER-KING SOOPERS	102286	AIRPORT VENDING	262.74	262.74	08/13/2021
112412	19170	KROGER-KING SOOPERS	121759	couRTHOUSE	80.02	80.02	08/13/2021
112412	19170	KROGER-KING SOOPERS	085260	AIRPORT VENDING	110.63	110.63	08/13/2021
112412	19170	KROGER-KING SOOPERS	097239	INMATE MEDS	109.52	109.52	08/13/2021
112412	19170	KROGER-KING SOOPERS	061643	INMATE MEDS	44.00	44.00	08/13/2021
112412	19170	KROGER-KING SOOPERS	043667	INMATE MEDS	4.98	4.98	08/13/2021
112412	19170	KROGER-KING SOOPERS	096972	INMATE MEDS	170.53	170.53	08/13/2021
112412	19170	KROGER-KING SOOPERS	058637	DISPATCH	44.45	44.45	08/13/2021
112412	19170	KROGER-KING SOOPERS	128053	INMATE MEDS	32.55	32.55	08/13/2021
112412	19170	KROGER-KING SOOPERS	084975	AIRPORT VENDING	88.61	88.61	08/13/2021
112412	19170	KROGER-KING SOOPERS	102808	AIRPORT VENDING	24.00	24.00	08/13/2021
112412	19170	KROGER-KING SOOPERS	136693	INMATE MEDS	17.74	17.74	08/13/2021
112412	19170	KROGER-KING SOOPERS	052387	sTATE INMATE	4.49	4.49	08/13/2021
112412	19170	KROGER-KING SOOPERS	048266	ROAD	36.00	36.00	08/13/2021
112412	19170	KROGER-KING SOOPERS	093368	INMATE MEDS	57.08	57.08	08/13/2021
112412	19170	KROGER-KING SOOPERS	051466	INMATE MEDS	65.61	65.61	08/13/2021
112412	19170	KROGER-KING SOOPERS	122667	INMATE MEDS	11.99	11.99	08/13/2021
112412	19170	KROGER-KING SOOPERS	060960	sheriff	36.98	36.98	08/13/2021
112412	19170	KROGER-KING SOOPERS	096920	INMATE MEDS	42.02	42.02	08/13/2021
112412	19170	KROGER-KING SOOPERS	060945	INMATE MEDS	23.28	23.28	08/13/2021
Total KROGER-KING SOOPERS:					4,111.81	4,111.81	
<b>KS STATEBANK</b>							
112327	35774	KS STATEBANK	AUG 2021	DISPATCH	1,066.82	1,066.82	08/05/2021
Total KS STATEBANK:					1,066.82	1,066.82	
<b>L.N. CURTIS &amp; SONS</b>							
112328	32698	L.N. CURTIS & SONS	INV509383	CYMBALUK/CLOTHING	171.00	171.00	08/05/2021
Total L.N. CURTIS & SONS:					171.00	171.00	
<b>LARRY H. MILLER CHRYSLER</b>							
112413	35007	LARRY H. MILLER CHRYSLER	3082161	SHERIFF	309.40	309.40	08/13/2021
Total LARRY H. MILLER CHRYSLER:					309.40	309.40	
<b>LAWSON PRODUCTS</b>							
112329	35809	LAWSON PRODUCTS	9308622094	ROAD	78.70	78.70	08/05/2021

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Total LAWSON PRODUCTS:					78.70	78.70	
<b>LEGRAND JOHNSON CONSTRUCTION</b>							
112330	32515	LEGRAND JOHNSON.CONSTRU	919685	ROAD	155.39	155.39	08/05/2021
Total LEGRAND JOHNSON CONSTRUCTION:					155.39	155.39	
<b>LES OLSON COMPANY</b>							
112331	34276	LES OLSON COMPANY	EA1044736	ROAD	9.17	9.17	08/05/2021
Total LES OLSON COMPANY:					9.17	9.17	
<b>LOPEZ, MARY LOU</b>							
112332	36182	LOPEZ, MARY LOU	08102021	PER DIEM	118.00	118.00	08/05/2021
Total LOPEZ, MARY LOU:					118.00	118.00	
<b>LOVE COMMUNICATIONS</b>							
112333	35394	LOVE COMMUNICATIONS	057905	MOAB TRAVEL COUNCIL	22,000.00	22,000.00	08/05/2021
112333	35394	LOVE COMMUNICATIONS	057909	MOAB TRAVEL COUNCIL	6,243.14	6,243.14	08/05/2021
Total LOVE COMMUNICATIONS:					28,243.14	28,243.14	
<b>MANGO LANGUAGES</b>							
112334	34833	MANGO LANGUAGES	INV008623	LIBRARY	1,274.70	1,274.70	08/05/2021
Total MANGO LANGUAGES:					1,274.70	1,274.70	
<b>MARCUM, MARK</b>							
112414	20015	MARCUM, MARK	08092021	REIMBURSEMENT/TSFD SECU	250.33	250.33	08/13/2021
Total MARCUM, MARK:					250.33	250.33	
<b>MIDWEST TAPE</b>							
112415	35719	MIDWEST TAPE	500247745	LIBRARY	38.96	38.96	08/13/2021
Total MIDWEST TAPE:					38.96	38.96	
<b>MOAB AUTO PARTS INC</b>							
112416	34633	MOAB AUTO PARTS INC	14910-238025	MAINTENANCE	16.12	16.12	08/13/2021
112416	34633	MOAB AUTO PARTS INC	14910-235819	SHERIFF	41.99	41.99	08/13/2021
112416	34633	MOAB AUTO PARTS INC	14910-238656	SEARCH & RESCUE	51.99	51.99	08/13/2021
112416	34633	MOAB AUTO PARTS INC	14910-238090	MAINTENANCE	2.09	2.09	08/13/2021
112416	34633	MOAB AUTO PARTS INC	14910-236094	ROAD	44.63	44.63	08/13/2021
112416	34633	MOAB AUTO PARTS INC	14910-236259	SEARCH & RESCUE	12.99	12.99	08/13/2021
Total MOAB AUTO PARTS INC:					169.81	169.81	
<b>MOAB CITY INC.</b>							
112417	20755	MOAB CITY INC.	343	FILM COMMISSION SERVICES	77,948.00	77,948.00	08/05/2021
112417	20755	MOAB CITY INC.	380	ANIMAL CONTROL CHARGES/M	488.36	488.36	08/05/2021
112417	20755	MOAB CITY INC.	380	ANIMAL CONTROL CHARGES/B	3,004.50	3,004.50	08/05/2021
112417	20755	MOAB CITY INC.	380	ANIMAL CONTROL CHARGES/H	3,619.89	3,619.89	08/05/2021
112417	20755	MOAB CITY INC.	JULY 2021	Grand Center/Civic	227.31	227.31	08/13/2021
112417	20755	MOAB CITY INC.	JULY 2021	Museum	79.32	79.32	08/13/2021
112417	20755	MOAB CITY INC.	JULY 2021	Travel Council	98.35	98.35	08/13/2021
112417	20755	MOAB CITY INC.	JULY 2021	Weed 10%	8.37	8.37	08/13/2021

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112417	20755	MOAB CITY INC.	398	CAT INTAKE	90.00	90.00	08/13/2021
112417	20755	MOAB CITY INC.	JULY 2021	Grand Center/Senior	227.30	227.30	08/13/2021
112417	20755	MOAB CITY INC.	JULY 2021	MMAD40%	33.47	33.47	08/13/2021
112417	20755	MOAB CITY INC.	JULY 2021	Courthouse	1,332.41	1,332.41	08/13/2021
112417	20755	MOAB CITY INC.	JULY 2021	Family Support Center	1,212.45	1,212.45	08/13/2021
112417	20755	MOAB CITY INC.	JULY 2021	CEMETERY	238.71	238.71	08/13/2021
112417	20755	MOAB CITY INC.	JULY 2021	Sandflats Office	81.60	81.60	08/13/2021
112417	20755	MOAB CITY INC.	JULY 2021	Old Library	290.49	290.49	08/13/2021
112417	20755	MOAB CITY INC.	JULY 2021	Sprinkler System	73.65	73.65	08/13/2021
112417	20755	MOAB CITY INC.	JULY 2021	Star Hall	188.10	188.10	08/13/2021
112417	20755	MOAB CITY INC.	JULY 2021	128 E 100 N	47.35	47.35	08/13/2021
112417	20755	MOAB CITY INC.	JULY 2021	Recycle 50%	41.84	41.84	08/13/2021
112417	20755	MOAB CITY INC.	JULY 2021	city fines	3,269.67	3,269.67	08/13/2021
112417	20755	MOAB CITY INC.	398	DOG INTAKE	810.00	810.00	08/13/2021
112417	20755	MOAB CITY INC.	JULY 2021	New Library	178.73	178.73	08/13/2021
<b>Total MOAB CITY INC.:</b>					<b>93,589.87</b>	<b>93,589.87</b>	
<b>MOAB HEAT N COOL, LLC</b>							
112336	30302	MOAB HEAT N COOL, LLC	I023893-1	COURTHOUSE	125.00	125.00	08/05/2021
112336	30302	MOAB HEAT N COOL, LLC	I023884-1	TRAVEL COUNCIL	164.00	164.00	08/05/2021
<b>Total MOAB HEAT N COOL, LLC:</b>					<b>289.00</b>	<b>289.00</b>	
<b>MOAB LANDSCAPE MAINTENANCE</b>							
112418	34643	MOAB LANDSCAPE MAINTENA	4169	LIBRARY	150.00	150.00	08/13/2021
<b>Total MOAB LANDSCAPE MAINTENANCE:</b>					<b>150.00</b>	<b>150.00</b>	
<b>MOAB SUN NEWS</b>							
112337	33869	MOAB SUN NEWS	INV-2592	TREASURER	114.00	114.00	08/05/2021
<b>Total MOAB SUN NEWS:</b>					<b>114.00</b>	<b>114.00</b>	
<b>MOTOROLA SOLUTIONS INC.</b>							
112338	33499	MOTOROLA SOLUTIONS INC.	8230331845	SHERIFF	20,863.70	20,863.70	08/05/2021
112338	33499	MOTOROLA SOLUTIONS INC.	8230331224	SHERIFF	1,350.00	1,350.00	08/05/2021
<b>Total MOTOROLA SOLUTIONS INC.:</b>					<b>22,213.70</b>	<b>22,213.70</b>	
<b>MOUNT OLYMPUS WATERS, INC.</b>							
112339	31323	MOUNT OLYMPUS WATERS, IN	12344492 0723	JUSTICE COURT	17.97	17.97	08/05/2021
112339	31323	MOUNT OLYMPUS WATERS, IN	16415685 0722	COUNCIL	11.85	11.85	08/05/2021
112339	31323	MOUNT OLYMPUS WATERS, IN	12004211 0722	CLERK	22.20	22.20	08/05/2021
<b>Total MOUNT OLYMPUS WATERS, INC.:</b>					<b>52.02</b>	<b>52.02</b>	
<b>MOUNTAINLAND SUPPLY LLC</b>							
112340	21280	MOUNTAINLAND SUPPLY LLC	S104167267.0	OSTA	101.75	101.75	08/05/2021
112340	21280	MOUNTAINLAND SUPPLY LLC	S104197184.0	OSTA	38.23	38.23	08/05/2021
112340	21280	MOUNTAINLAND SUPPLY LLC	S104192366.0	OSTA	76.47	76.47	08/05/2021
112340	21280	MOUNTAINLAND SUPPLY LLC	S104214370.0	OSTA	28.11	28.11	08/05/2021
112340	21280	MOUNTAINLAND SUPPLY LLC	S104167267.0	OSTA	14.22	14.22	08/05/2021
112340	21280	MOUNTAINLAND SUPPLY LLC	S104214370.0	OSTA	196.75	196.75	08/05/2021
112340	21280	MOUNTAINLAND SUPPLY LLC	S104212276.0	OSTA	162.61	162.61	08/05/2021
112340	21280	MOUNTAINLAND SUPPLY LLC	S104180814.0	OSTA	101.75-	101.75-	08/05/2021

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Total MOUNTAINLAND SUPPLY LLC:					516.39	516.39	
<b>MURAY, PAM</b>							
112419	36390	MURAY, PAM	2451	RESTITUTION FROM WILLIAM Z	144.71	144.71	08/13/2021
Total MURAY, PAM:					144.71	144.71	
<b>NELSONS HEATING &amp; REFRIG</b>							
112420	21720	NELSONS HEATING & REFRIG	32176	jail	230.00	230.00	08/13/2021
Total NELSONS HEATING & REFRIG:					230.00	230.00	
<b>NICHOLAS AND COMPANY</b>							
112341	21780	NICHOLAS AND COMPANY	7650131	JAIL	1,075.37	1,075.37	08/05/2021
112341	21780	NICHOLAS AND COMPANY	7642812	JAIL	68.80	68.80	08/05/2021
112341	21780	NICHOLAS AND COMPANY	7620480	JAIL	9.33	9.33	08/05/2021
112341	21780	NICHOLAS AND COMPANY	7639544	JAIL	99.73	99.73	08/05/2021
112341	21780	NICHOLAS AND COMPANY	7650131	JAIL	67.13	67.13	08/05/2021
112341	21780	NICHOLAS AND COMPANY	7642812	JAIL	148.50	148.50	08/05/2021
112341	21780	NICHOLAS AND COMPANY	7642812	JAIL	1,850.19	1,850.19	08/05/2021
112341	21780	NICHOLAS AND COMPANY	7620480	JAIL	98.11	98.11	08/05/2021
112341	21780	NICHOLAS AND COMPANY	7627925	JAIL	177.46	177.46	08/05/2021
112341	21780	NICHOLAS AND COMPANY	7627925	JAIL	822.24	822.24	08/05/2021
112341	21780	NICHOLAS AND COMPANY	7635393	JAIL	949.15	949.15	08/05/2021
112341	21780	NICHOLAS AND COMPANY	7650131	JAIL	216.17	216.17	08/05/2021
112341	21780	NICHOLAS AND COMPANY	7620480	JAIL	911.96	911.96	08/05/2021
112341	21780	NICHOLAS AND COMPANY	7627925	JAIL	24.67	24.67	08/05/2021
112341	21780	NICHOLAS AND COMPANY	7635393	JAIL	248.74	248.74	08/05/2021
Total NICHOLAS AND COMPANY:					6,767.55	6,767.55	
<b>NORSTAR INDUSTRIES, INC.</b>							
112342	31390	NORSTAR INDUSTRIES, INC.	59386	ROAD	161.76	161.76	08/05/2021
Total NORSTAR INDUSTRIES, INC.:					161.76	161.76	
<b>OFFICE DEPOT, INC</b>							
112343	22060	OFFICE DEPOT, INC	183436375001	AIRPORT	50.48	50.48	08/05/2021
Total OFFICE DEPOT, INC:					50.48	50.48	
<b>OFFICE ETC.</b>							
112344	22070	OFFICE ETC.	476518	SHERIFF	50.00	50.00	08/05/2021
112344	22070	OFFICE ETC.	476518	JUSTICE COURT	25.00	25.00	08/05/2021
112344	22070	OFFICE ETC.	476518	CLERK	25.00	25.00	08/05/2021
112344	22070	OFFICE ETC.	476518	ASSESSOR	25.00	25.00	08/05/2021
112344	22070	OFFICE ETC.	476518	JAIL	50.00	50.00	08/05/2021
Total OFFICE ETC.:					175.00	175.00	
<b>O'REILLY AUTO PARTS</b>							
112345	33054	O'REILLY AUTO PARTS	3792-165376	MAINT	10.52	10.52	08/05/2021
112345	33054	O'REILLY AUTO PARTS	3792-164478	SHERIFF	12.99	12.99	08/05/2021
Total O'REILLY AUTO PARTS:					23.51	23.51	

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
<b>OVERDRIVE, INC.</b>							
112421	33832	OVERDRIVE, INC.	01508CO2130	LIBRARY	569.93	569.93	08/13/2021
Total OVERDRIVE, INC.:					569.93	569.93	
<b>PACKARD WHOLESALE DIST</b>							
112346	22400	PACKARD WHOLESALE DIST	INV169221	airport supplies	42.68	42.68	08/05/2021
112346	22400	PACKARD WHOLESALE DIST	INV169346	COURTHOUSE	25.77	25.77	08/05/2021
112346	22400	PACKARD WHOLESALE DIST	INV169655	ROAD	123.23	123.23	08/05/2021
112346	22400	PACKARD WHOLESALE DIST	INV169970	jail	75.89	75.89	08/05/2021
112346	22400	PACKARD WHOLESALE DIST	INV169272	jail	3.50	3.50	08/05/2021
112346	22400	PACKARD WHOLESALE DIST	INV169445	osta/#420 COMFORT FLOW MAT	183.08	183.08	08/05/2021
112346	22400	PACKARD WHOLESALE DIST	INV169228	AIRPORT VENDING SUPPLIES	36.74	36.74	08/05/2021
112346	22400	PACKARD WHOLESALE DIST	INV169381	SANDFLATS	168.78	168.78	08/05/2021
112346	22400	PACKARD WHOLESALE DIST	INV169692	AIRPORT VENDING SUPPLIES	69.58	69.58	08/05/2021
112346	22400	PACKARD WHOLESALE DIST	INV169970	jail	120.66	120.66	08/05/2021
112346	22400	PACKARD WHOLESALE DIST	INV169858	HUB	265.50	265.50	08/05/2021
112346	22400	PACKARD WHOLESALE DIST	INV169720	GRAND CENTER	264.75	264.75	08/05/2021
112346	22400	PACKARD WHOLESALE DIST	INV169272	jail	134.70	134.70	08/05/2021
112346	22400	PACKARD WHOLESALE DIST	INV169381	SANDFLATS	112.93	112.93	08/05/2021
112346	22400	PACKARD WHOLESALE DIST	INV169858	COURTHOUSE	397.06	397.06	08/05/2021
112346	22400	PACKARD WHOLESALE DIST	INV170864	AIRPORT VENDING SUPPLIES	42.85	42.85	08/05/2021
Total PACKARD WHOLESALE DIST:					2,067.70	2,067.70	
<b>PENGUIN MANAGEMENT, INC</b>							
112347	35479	PENGUIN MANAGEMENT, INC	66051	SEARCH & RESCUE	1,308.00	1,308.00	08/05/2021
Total PENGUIN MANAGEMENT, INC:					1,308.00	1,308.00	
<b>PHONZ.COM</b>							
112348	33451	PHONZ.COM	11809	AVAYA IPO ANNUAL MAINTENA	495.95	495.95	08/05/2021
112348	33451	PHONZ.COM	11895	AVAYA IPO ENDPOINT 1 USER L	299.75	299.75	08/05/2021
Total PHONZ.COM:					795.70	795.70	
<b>POSTMASTER</b>							
112349	32293	POSTMASTER	08312021	MMAD/BOX 142	134.00	134.00	08/05/2021
Total POSTMASTER:					134.00	134.00	
<b>PRAXAIR DISTRIBUTION INC.</b>							
112350	31524	PRAXAIR DISTRIBUTION INC.	64861693	AIRPORT	143.87	143.87	08/05/2021
Total PRAXAIR DISTRIBUTION INC.:					143.87	143.87	
<b>PREMIER VEHICLE INSTALLATION, INC.</b>							
112351	33770	PREMIER VEHICLE INSTALLATI	36346	SHERIFF/1508	21,770.37	21,770.37	08/05/2021
112351	33770	PREMIER VEHICLE INSTALLATI	36371	SHERIFF/1506	21,950.36	21,950.36	08/05/2021
112351	33770	PREMIER VEHICLE INSTALLATI	36373	SHERIFF/1507	21,950.36	21,950.36	08/05/2021
112351	33770	PREMIER VEHICLE INSTALLATI	36341	SHERIFF/1505	21,950.36	21,950.36	08/05/2021
Total PREMIER VEHICLE INSTALLATION, INC.:					87,621.45	87,621.45	
<b>PURE COUNTRY WATER</b>							
112352	36090	PURE COUNTRY WATER	522143	ROAD	35.84	35.84	08/05/2021

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<b>Total PURE COUNTRY WATER:</b>					<b>35.84</b>	<b>35.84</b>	
<b>PURE WATER PARTNERS, LLC</b>							
112353	36742	PURE WATER PARTNERS, LLC	1135024	JAIL	179.90	179.90	08/05/2021
112353	36742	PURE WATER PARTNERS, LLC	1135024	SHERIFF	89.95	89.95	08/05/2021
<b>Total PURE WATER PARTNERS, LLC:</b>					<b>269.85</b>	<b>269.85</b>	
<b>QUEST DIAGNOSTICS</b>							
112354	32245	QUEST DIAGNOSTICS	9194251090	SHERIFF/POST ACCIDENT	21.00	21.00	08/05/2021
<b>Total QUEST DIAGNOSTICS:</b>					<b>21.00</b>	<b>21.00</b>	
<b>QUILL CORPORATION</b>							
112355	32271	QUILL CORPORATION	18246571	LIBRARY	14.98	14.98	08/05/2021
112355	32271	QUILL CORPORATION	18250319	LIBRARY	33.99	33.99	08/05/2021
112355	32271	QUILL CORPORATION	18225943	LIBRARY	84.99	84.99	08/05/2021
<b>Total QUILL CORPORATION:</b>					<b>133.96</b>	<b>133.96</b>	
<b>REHBEIN, MICHELE</b>							
112356	36761	REHBEIN, MICHELE	07282021	REIMBURSEMENT	20.00	20.00	08/05/2021
<b>Total REHBEIN, MICHELE:</b>					<b>20.00</b>	<b>20.00</b>	
<b>RHINEHART OIL CO., LLC</b>							
112422	36789	RHINEHART OIL CO., LLC	CP-037838-21	THOMPSON FIRE	27.45	27.45	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	44.19	44.19	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	93.71	93.71	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	79.13	79.13	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	78.71	78.71	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	46.53	46.53	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-041645-21	TRAVEL COUNCIL	61.70	61.70	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037758-21	MMAD	21.42	21.42	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-041709-21	MMAD	25.68	25.68	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-041709-21	MMAD	25.12	25.12	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-041836-21	CEMETERY	114.94	114.94	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	90.42	90.42	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	62.64	62.64	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	49.00	49.00	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	58.55	58.55	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	32.98	32.98	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-041645-21	TRAVEL COUNCIL	60.10	60.10	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	75.83	75.83	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	53.46	53.46	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	58.39	58.39	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	22.30	22.30	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	57.92	57.92	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	59.12	59.12	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037758-21	MMAD	25.11	25.11	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-041709-21	MMAD	27.23	27.23	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037798-21	CEMETERY	96.12	96.12	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-041836-21	CEMETERY	165.60	165.60	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037838-21	FUEL TAX	2.47	2.47	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	79.70	79.70	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	62.29	62.29	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	26.92	26.92	08/13/2021

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	72.76	72.76	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	68.01	68.01	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-041645-21	TRAVEL COUNCIL	44.68	44.68	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-041645-21	AIRPORT	50.24	50.24	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	40.24	40.24	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	62.78	62.78	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	48.24	48.24	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	33.49	33.49	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	71.14	71.14	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	55.42	55.42	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-041709-21	MMAD	22.79	22.79	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037798-21	CEMETERY	141.53	141.53	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-041836-21	CEMETERY	72.64	72.64	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037838-21	THOMPSON FIRE	48.31	48.31	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	54.76	54.76	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	52.94	52.94	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	42.86	42.86	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	69.58	69.58	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	53.59	53.59	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-041645-21	TRAVEL COUNCIL	73.89	73.89	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-041645-21	AIRPORT	53.69	53.69	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037758-21	MMAD	20.99	20.99	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	16.81	16.81	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	74.61	74.61	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	56.14	56.14	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	107.60	107.60	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	58.98	58.98	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	62.99	62.99	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-041836-21	CEMETERY	42.35	42.35	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037838-21	AIRPORT	33.09	33.09	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	79.68	79.68	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	56.49	56.49	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	.19	.19	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	42.34	42.34	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	59.02	59.02	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	37.72	37.72	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-041645-21	TRAVEL COUNCIL	68.37	68.37	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037758-21	MMAD	24.94	24.94	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-041709-21	MMAD	56.22	56.22	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-041709-21	MMAD	23.83	23.83	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	81.92	81.92	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	50.14	50.14	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	68.27	68.27	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	70.46	70.46	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	32.75	32.75	08/13/2021
112422	36789	RHINEHART OIL CO., LLC	CP-037881-21	SHERIFF	53.87	53.87	08/13/2021
Total RHINEHART OIL CO., LLC:					4,298.08	4,298.08	
<b>RICKS GLASS</b>							
112423	23855	RICKS GLASS	15113	SHERIFF	265.00	265.00	08/13/2021
Total RICKS GLASS:					265.00	265.00	
<b>RIVER CANYON WIRELESS</b>							
112357	33676	RIVER CANYON WIRELESS	53652	SANDFLATS	45.99	45.99	08/05/2021

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<b>Total RIVER CANYON WIRELESS:</b>					<b>45.99</b>	<b>45.99</b>	
<b>RIVERSIDE PLUMBING &amp; HEATING</b>							
112358	23930	RIVERSIDE PLUMBING & HEATI	14796	MAINTENANCE	19.80	19.80	08/05/2021
112358	23930	RIVERSIDE PLUMBING & HEATI	14844	JAIL	100.00	100.00	08/05/2021
112358	23930	RIVERSIDE PLUMBING & HEATI	14719	GRAND CENTER	54.40	54.40	08/05/2021
112358	23930	RIVERSIDE PLUMBING & HEATI	14801	MAINTENANCE	237.40	237.40	08/05/2021
112358	23930	RIVERSIDE PLUMBING & HEATI	14597	road dept	96.95	96.95	08/05/2021
112358	23930	RIVERSIDE PLUMBING & HEATI	14794	MAINTENANCE	27.50	27.50	08/05/2021
112358	23930	RIVERSIDE PLUMBING & HEATI	14833	MAINTENANCE	17.40	17.40	08/05/2021
112358	23930	RIVERSIDE PLUMBING & HEATI	14690	MMAD	5.80	5.80	08/05/2021
112358	23930	RIVERSIDE PLUMBING & HEATI	14720	GRAND CENTER	29.75	29.75	08/05/2021
112358	23930	RIVERSIDE PLUMBING & HEATI	14832	MIC	15.60	15.60	08/05/2021
<b>Total RIVERSIDE PLUMBING &amp; HEATING:</b>					<b>604.60</b>	<b>604.60</b>	
<b>ROCKY MOUNTAIN POWER</b>							
112424	27655	ROCKY MOUNTAIN POWER	AUG 2021	AIRPORT FIRE TRUCK (AFF)	245.55	245.55	08/13/2021
112424	27655	ROCKY MOUNTAIN POWER	AUG 2021	ELGIN/Grand County Lights	412.03	412.03	08/13/2021
112424	27655	ROCKY MOUNTAIN POWER	AUG 2021	MUSEUM	469.10	469.10	08/13/2021
112424	27655	ROCKY MOUNTAIN POWER	AUG 2021	WILLOW BASIN ROAD	275.87	275.87	08/13/2021
112424	27655	ROCKY MOUNTAIN POWER	AUG 2021	OSTA	1,928.75	1,928.75	08/13/2021
112424	27655	ROCKY MOUNTAIN POWER	AUG 2021	EOC	510.16	510.16	08/13/2021
112424	27655	ROCKY MOUNTAIN POWER	AUG 2021	Thompson Street Lights	99.27	99.27	08/13/2021
112424	27655	ROCKY MOUNTAIN POWER	AUG 2021	N. HWY 191Street Lts.	11.84	11.84	08/13/2021
112424	27655	ROCKY MOUNTAIN POWER	AUG 2021	Sheriff	606.78	606.78	08/13/2021
112424	27655	ROCKY MOUNTAIN POWER	AUG 2021	OSTA-BALL FIELD	55.32	55.32	08/13/2021
112424	27655	ROCKY MOUNTAIN POWER	AUG 2021	COURTHOUSE	6,368.06	6,368.06	08/13/2021
112424	27655	ROCKY MOUNTAIN POWER	AUG 2021	MMAD/LIGHT	9.48	9.48	08/13/2021
112424	27655	ROCKY MOUNTAIN POWER	AUG 2021	Road/Maint Shop	255.49	255.49	08/13/2021
112424	27655	ROCKY MOUNTAIN POWER	AUG 2021	BLUE SKY LUMINARY	73.97	73.97	08/13/2021
112424	27655	ROCKY MOUNTAIN POWER	AUG 2021	CEMETERY DISTRICT	72.11	72.11	08/13/2021
112424	27655	ROCKY MOUNTAIN POWER	AUG 2021	Thompson Fire House	35.04	35.04	08/13/2021
112424	27655	ROCKY MOUNTAIN POWER	AUG 2021	AIRPORT	244.92	244.92	08/13/2021
112424	27655	ROCKY MOUNTAIN POWER	AUG 2021	MMAD	85.84	85.84	08/13/2021
112424	27655	ROCKY MOUNTAIN POWER	AUG 2021	ROAD DEPT	261.39	261.39	08/13/2021
112424	27655	ROCKY MOUNTAIN POWER	AUG 2021	WEED	21.46	21.46	08/13/2021
112424	27655	ROCKY MOUNTAIN POWER	AUG 2021	OSTA-OUTDOOR ARENA	11.00	11.00	08/13/2021
112424	27655	ROCKY MOUNTAIN POWER	AUG 2021	AIRPORT	1,755.25	1,755.25	08/13/2021
<b>Total ROCKY MOUNTAIN POWER:</b>					<b>13,808.68</b>	<b>13,808.68</b>	
<b>ROUZER, STEVE M.D.</b>							
112359	32994	ROUZER, STEVE M.D.	20210007	C. BROWN	50.00	50.00	08/05/2021
112359	32994	ROUZER, STEVE M.D.	20210007	E. LAMB	50.00	50.00	08/05/2021
112359	32994	ROUZER, STEVE M.D.	20210007	A. PRASAD	50.00	50.00	08/05/2021
112359	32994	ROUZER, STEVE M.D.	20210007	T. HERMAN	50.00	50.00	08/05/2021
112359	32994	ROUZER, STEVE M.D.	20210007	T. VALDEZ	50.00	50.00	08/05/2021
112359	32994	ROUZER, STEVE M.D.	20210007	J. DAY	50.00	50.00	08/05/2021
112359	32994	ROUZER, STEVE M.D.	20210007	T. HERMAN	50.00	50.00	08/05/2021
112359	32994	ROUZER, STEVE M.D.	20210007	T. KAMENSKE	50.00	50.00	08/05/2021
112359	32994	ROUZER, STEVE M.D.	20210007	M. LORA	50.00	50.00	08/05/2021
112359	32994	ROUZER, STEVE M.D.	20210007	C. LEMOS	50.00	50.00	08/05/2021
<b>Total ROUZER, STEVE M.D.:</b>					<b>500.00</b>	<b>500.00</b>	

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
<b>ROYCES ELECTRONICS, INC</b>							
112425	24195	ROYCES ELECTRONICS, INC	10332989	road dept supplies	14.29	14.29	08/13/2021
Total ROYCES ELECTRONICS, INC:					14.29	14.29	
<b>RUSSELL, STEVE ATTORNEY</b>							
112360	24235	RUSSELL, STEVE ATTORNEY	AUG 2021	ATTORNEY EMPLOYMENT AGR	1,166.67	1,166.67	08/05/2021
Total RUSSELL, STEVE ATTORNEY:					1,166.67	1,166.67	
<b>SAFETY SUPPLY &amp; SIGN CO</b>							
112361	24280	SAFETY SUPPLY & SIGN CO	177710	ROAD DEPT SUPPLIES	602.84	602.84	08/05/2021
112361	24280	SAFETY SUPPLY & SIGN CO	177712	ROAD DEPT SUPPLIES	527.80	527.80	08/05/2021
Total SAFETY SUPPLY & SIGN CO:					1,130.64	1,130.64	
<b>SCHERER, ZACHARY</b>							
112362	36787	SCHERER, ZACHARY	6374	REFUND ON OVERPAYMENT P	496.18	496.18	08/05/2021
112362	36787	SCHERER, ZACHARY	6374	REFUND ON OVERPAYMENT P	2.68	2.68	08/05/2021
Total SCHERER, ZACHARY:					498.86	498.86	
<b>SEMI SERVICE INC.</b>							
112363	35243	SEMI SERVICE INC.	W 143579	ROAD/REPAIR WEATHERED HY	2,956.62	2,956.62	08/05/2021
Total SEMI SERVICE INC.:					2,956.62	2,956.62	
<b>SHELLY HEFNER, LMT</b>							
112364	36615	SHELLY HEFNER, LMT	FY22-0805202	CJC OFFICE CLEANING	555.00	555.00	08/05/2021
Total SHELLY HEFNER, LMT:					555.00	555.00	
<b>SIRCHIE</b>							
112365	32781	SIRCHIE	0507025-IN	SHERIFF	36.80	36.80	08/05/2021
Total SIRCHIE:					36.80	36.80	
<b>SKAGGS COMPANIES INC</b>							
112366	25100	SKAGGS COMPANIES INC	450_A_79662_	C.BREWER/CLOTHING	127.80	127.80	08/05/2021
Total SKAGGS COMPANIES INC:					127.80	127.80	
<b>SKYLINE TRANSPORT</b>							
112367	25125	SKYLINE TRANSPORT	17424	road	396.12	396.12	08/05/2021
Total SKYLINE TRANSPORT:					396.12	396.12	
<b>SMUIN, RICH &amp; MARSING</b>							
112426	25230	SMUIN, RICH & MARSING	44793	AUDITING SERVICES	24,285.00	24,285.00	08/13/2021
Total SMUIN, RICH & MARSING:					24,285.00	24,285.00	
<b>SOLID WASTE SPECIAL SERVICE DISTRICT #1</b>							
112427	36763	SOLID WASTE SPECIAL SERVIC	JULY 2021	CMA000039-EOC	125.00	125.00	08/13/2021
112427	36763	SOLID WASTE SPECIAL SERVIC	JULY 2021	CMA001257-HUB RECYCLING B	247.00	247.00	08/13/2021
112427	36763	SOLID WASTE SPECIAL SERVIC	JULY 2021	CMA000037-CEMETERY	60.00	60.00	08/13/2021
112427	36763	SOLID WASTE SPECIAL SERVIC	JULY 2021	CMA001254-SANDFLATS RECY	.00	.00	
112427	36763	SOLID WASTE SPECIAL SERVIC	JULY 2021	CMA000035-ARENA	273.00	273.00	08/13/2021

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
112427	36763	SOLID WASTE SPECIAL SERVIC	JULY 2021	ROF000046-SANDFLATS	1,000.00	1,000.00	08/13/2021
112427	36763	SOLID WASTE SPECIAL SERVIC	JULY 2021	CMA000040-ROAD	105.00	105.00	08/13/2021
112427	36763	SOLID WASTE SPECIAL SERVIC	JULY 2021	MCC000124-LIBRARY RECYCLE	16.00	16.00	08/13/2021
112427	36763	SOLID WASTE SPECIAL SERVIC	JULY 2021	CMA000041-SENIOR CENTER	86.00	86.00	08/13/2021
112427	36763	SOLID WASTE SPECIAL SERVIC	JULY 2021	CMA000151-JAIL	150.00	150.00	08/13/2021
112427	36763	SOLID WASTE SPECIAL SERVIC	JULY 2021	ROF000024-AIRPORT	1,050.00	1,050.00	08/13/2021
112427	36763	SOLID WASTE SPECIAL SERVIC	JULY 2021	RSA001600-CEMETERY	22.00	22.00	08/13/2021
<b>Total SOLID WASTE SPECIAL SERVICE DISTRICT #1:</b>					<b>3,134.00</b>	<b>3,134.00</b>	
<b>SOLID WASTE SPECIAL SERVICE DISTRICT 1</b>							
112428	16460	SOLID WASTE SPECIAL SERVIC	16449	THOMPSON SPRINGS CLEAN U	116.84	116.84	08/13/2021
112428	16460	SOLID WASTE SPECIAL SERVIC	16425	THOMPSON SPRINGS CLEAN U	78.20	78.20	08/13/2021
112428	16460	SOLID WASTE SPECIAL SERVIC	16433	THOMPSON SPRINGS CLEAN U	161.92	161.92	08/13/2021
112428	16460	SOLID WASTE SPECIAL SERVIC	16439	THOMPSON SPRINGS CLEAN U	115.92	115.92	08/13/2021
112428	16460	SOLID WASTE SPECIAL SERVIC	16432	THOMPSON SPRINGS CLEAN U	172.50	172.50	08/13/2021
112428	16460	SOLID WASTE SPECIAL SERVIC	16437	THOMPSON SPRINGS CLEAN U	201.02	201.02	08/13/2021
<b>Total SOLID WASTE SPECIAL SERVICE DISTRICT 1:</b>					<b>846.40</b>	<b>846.40</b>	
<b>SOUTHEASTERN UTAH HEALTH DEPARTMENT</b>							
112368	25330	SOUTHEASTERN UTAH HEALT	07142021	MATTHEW LORA	52.00	52.00	08/05/2021
112368	25330	SOUTHEASTERN UTAH HEALT	06222021	3RD QTR ASSESSMENT	23,582.50	23,582.50	08/05/2021
<b>Total SOUTHEASTERN UTAH HEALTH DEPARTMENT:</b>					<b>23,634.50</b>	<b>23,634.50</b>	
<b>SPANISH VALLEY PEST CONTROL</b>							
112369	25415	SPANISH VALLEY PEST CONTR	18020	GRAND CENTER	95.00	95.00	08/05/2021
<b>Total SPANISH VALLEY PEST CONTROL:</b>					<b>95.00</b>	<b>95.00</b>	
<b>STANDARD PLUMBING SUPPLY CO</b>							
112370	25570	STANDARD PLUMBING SUPPLY	MXZM52	OSTA	48.64	48.64	08/05/2021
112370	25570	STANDARD PLUMBING SUPPLY	MXNF24	OSTA	18.24	18.24	08/05/2021
112370	25570	STANDARD PLUMBING SUPPLY	MZGD48	MMAD	2.45	2.45	08/05/2021
112370	25570	STANDARD PLUMBING SUPPLY	MWVP97	OSTA	11.29	11.29	08/05/2021
112370	25570	STANDARD PLUMBING SUPPLY	MYDJ09	EMS	24.98	24.98	08/05/2021
112370	25570	STANDARD PLUMBING SUPPLY	MXYN24	AIRPORT	131.64	131.64	08/05/2021
<b>Total STANDARD PLUMBING SUPPLY CO:</b>					<b>237.24</b>	<b>237.24</b>	
<b>STATE FIRE SALES &amp; SERVICE</b>							
112429	29764	STATE FIRE SALES & SERVICE	9987908	OSTA/ALARM INSPECTION & 12	476.00	476.00	08/13/2021
112429	29764	STATE FIRE SALES & SERVICE	9987752	STAR HALL/ALARM INSPECTIO	340.00	340.00	08/13/2021
112429	29764	STATE FIRE SALES & SERVICE	9988041	GRAND CENTER/ALARAM INSP	438.00	438.00	08/13/2021
112429	29764	STATE FIRE SALES & SERVICE	10057216	JAIL/ALARM SYSTEM SERVICE	390.00	390.00	08/13/2021
112429	29764	STATE FIRE SALES & SERVICE	9931178	OSTA/FIRE SPRINKLER LEAK R	2,132.00	2,132.00	08/13/2021
112429	29764	STATE FIRE SALES & SERVICE	9978471	STAR HALL	796.30	796.30	08/13/2021
112429	29764	STATE FIRE SALES & SERVICE	9987975	AIRPORT/ALARM INSPECTION	340.00	340.00	08/13/2021
112429	29764	STATE FIRE SALES & SERVICE	10052375	LIBRARY/5 YEAR SPRINKLER I	546.30	546.30	08/13/2021
112429	29764	STATE FIRE SALES & SERVICE	9978265	GRAND CENTER	400.00	400.00	08/13/2021
112429	29764	STATE FIRE SALES & SERVICE	9978573	LIBRARY	425.00	425.00	08/13/2021
112429	29764	STATE FIRE SALES & SERVICE	10049480	GRAND CENTER/SPRINKLER IN	546.30	546.30	08/13/2021
112429	29764	STATE FIRE SALES & SERVICE	9987857	LIBRARY/ALARM INSPECTION	405.00	405.00	08/13/2021
112429	29764	STATE FIRE SALES & SERVICE	9987471	JAIL/ALARM INSPECTION	730.00	730.00	08/13/2021
112429	29764	STATE FIRE SALES & SERVICE	9931194	OSTA/FIRE SPRINKLER INSPEC	8,801.30	8,801.30	08/13/2021
112429	29764	STATE FIRE SALES & SERVICE	9931064	OSTA	345.00	345.00	08/13/2021
112429	29764	STATE FIRE SALES & SERVICE	9978518	JAIL	796.30	796.30	08/13/2021

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
Total STATE FIRE SALES & SERVICE:					17,907.50	17,907.50	
<b>STATE OF UTAH</b>							
112371	36568	STATE OF UTAH	07262021	MARK MARCUM/THOMPSON S	25.00	25.00	08/05/2021
Total STATE OF UTAH:					25.00	25.00	
<b>STATE OF UTAH (DHS)</b>							
112372	36788	STATE OF UTAH (DHS)	14626	FAMILY SUPPORT/RIVERSIDE I	271.38	271.38	08/05/2021
112372	36788	STATE OF UTAH (DHS)	14626	CJC/RIVERSIDE INVOICE FOR	271.38	271.38	08/05/2021
Total STATE OF UTAH (DHS):					542.76	542.76	
<b>STEVE REGAN CO.</b>							
112373	34879	STEVE REGAN CO.	1229388	CEMETERY	128.45	128.45	08/05/2021
Total STEVE REGAN CO.:					128.45	128.45	
<b>THE BANCORP BANK</b>							
112430	36241	THE BANCORP BANK	516288	MOAB MOSQUITO ABATEMENT	2,990.69	2,990.69	08/13/2021
Total THE BANCORP BANK:					2,990.69	2,990.69	
<b>THE DATA CENTER</b>							
112374	32155	THE DATA CENTER	55377	CORRECTED VALUATION NOTI	38.94	38.94	08/05/2021
112374	32155	THE DATA CENTER	55352	VALUATION NOTICES	1,802.04	1,802.04	08/05/2021
Total THE DATA CENTER:					1,840.98	1,840.98	
<b>THE LAW OFFICE OF STEPHEN STOCKS</b>							
112375	35567	THE LAW OFFICE OF STEPHEN	3203	21-JORDAN-00228	45.00	45.00	08/05/2021
112375	35567	THE LAW OFFICE OF STEPHEN	3204	21-LOPEZ-00206	570.00	570.00	08/05/2021
112375	35567	THE LAW OFFICE OF STEPHEN	3202	19-HANS-00220	210.00	210.00	08/05/2021
112375	35567	THE LAW OFFICE OF STEPHEN	3207	21-MARTIN-00197	135.00	135.00	08/05/2021
Total THE LAW OFFICE OF STEPHEN STOCKS:					960.00	960.00	
<b>TIMES INDEPENDENT</b>							
112376	26580	TIMES INDEPENDENT	28952	LAND USE CODE HEARING	85.00	85.00	08/05/2021
112376	26580	TIMES INDEPENDENT	28952	PLANNING COMMISSION VACA	36.13	36.13	08/05/2021
112376	26580	TIMES INDEPENDENT	28963	JAIL/THREE PART CARBONLES	120.00	120.00	08/05/2021
112376	26580	TIMES INDEPENDENT	28952	ADOPTION OF ORDINANCE 634	34.00	34.00	08/05/2021
112376	26580	TIMES INDEPENDENT	28952	MTC MEETING DATE CHANGE	25.50	25.50	08/05/2021
112376	26580	TIMES INDEPENDENT	28952	ADOPTION OF ORDINANCE 636	40.38	40.38	08/05/2021
112376	26580	TIMES INDEPENDENT	28952	PUESTA DEL SOL & DALTON HE	106.25	106.25	08/05/2021
112376	26580	TIMES INDEPENDENT	28952	ADOPTION OF ORDINANCE 635	31.88	31.88	08/05/2021
Total TIMES INDEPENDENT:					479.14	479.14	
<b>TURNER LUMBER COMPANY</b>							
112377	26920	TURNER LUMBER COMPANY	2107-238028	MMAD	16.47-	16.47-	08/05/2021
112377	26920	TURNER LUMBER COMPANY	2106-235595	library	11.99	11.99	08/05/2021
112377	26920	TURNER LUMBER COMPANY	2107-237630	osta/50# FAST SET CONCRETE	824.54	824.54	08/05/2021
112377	26920	TURNER LUMBER COMPANY	2107-237125	CEMETERY	21.99	21.99	08/05/2021
112377	26920	TURNER LUMBER COMPANY	2106-235645	road	13.98	13.98	08/05/2021
112377	26920	TURNER LUMBER COMPANY	2107-238862	osta/50# FAST SET CONCRETE	824.54-	824.54-	08/05/2021
112377	26920	TURNER LUMBER COMPANY	2107-238510	osta/2X8-8' #2 & BTR KD DOUG	19.40	19.40	08/05/2021

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112377	26920	TURNER LUMBER COMPANY	2107-236746	THOMPSON FIRE	29.94	29.94	08/05/2021
112377	26920	TURNER LUMBER COMPANY	2107-237080	library	186.84	186.84	08/05/2021
112377	26920	TURNER LUMBER COMPANY	2107-237958	MMAD	16.47	16.47	08/05/2021
112377	26920	TURNER LUMBER COMPANY	2107-238171	EMS	7.59	7.59	08/05/2021
112377	26920	TURNER LUMBER COMPANY	2107-238880	osta/50# FAST SET CONCRETE	784.54	784.54	08/05/2021
112377	26920	TURNER LUMBER COMPANY	2106-236076	CEMETERY	52.47	52.47	08/05/2021
112377	26920	TURNER LUMBER COMPANY	2106-235808	road	41.94	41.94	08/05/2021
112377	26920	TURNER LUMBER COMPANY	2107-238172	EMS	7.99	7.99	08/05/2021
112377	26920	TURNER LUMBER COMPANY	2107-238734	SAND FLATS	81.40	81.40	08/05/2021
112377	26920	TURNER LUMBER COMPANY	2107-236305	MAINT SUPPLIES	11.18	11.18	08/05/2021
112377	26920	TURNER LUMBER COMPANY	2107-238168	EMS	7.59	7.59	08/05/2021
112377	26920	TURNER LUMBER COMPANY	2107-238869	SAND FLATS	81.40	81.40	08/05/2021
<b>Total TURNER LUMBER COMPANY:</b>					<b>1,345.06</b>	<b>1,345.06</b>	
<b>UTAH ASSOC. OF SPECIAL DISTRICTS</b>							
112378	34626	UTAH ASSOC. OF SPECIAL DIS	01012021	MMAD	410.00	410.00	08/05/2021
<b>Total UTAH ASSOC. OF SPECIAL DISTRICTS:</b>					<b>410.00</b>	<b>410.00</b>	
<b>UTAH LOCAL GOVERNMENT TRUST</b>							
112431	30551	UTAH LOCAL GOVERNMENT TR	1591990	SHERIFF/LEASE TRUCKS	358.20	358.20	08/13/2021
112431	30551	UTAH LOCAL GOVERNMENT TR	1591991	UMTRA	34.23	34.23	08/13/2021
112431	30551	UTAH LOCAL GOVERNMENT TR	1591991	Sand Flats	489.37	489.37	08/13/2021
112431	30551	UTAH LOCAL GOVERNMENT TR	1591991	THOMPSON WELCOME CENTE	88.92	88.92	08/13/2021
112431	30551	UTAH LOCAL GOVERNMENT TR	1591991	ROAD	1,244.31	1,244.31	08/13/2021
112431	30551	UTAH LOCAL GOVERNMENT TR	1591991	CJC	76.78	76.78	08/13/2021
112431	30551	UTAH LOCAL GOVERNMENT TR	1591991	THOMPSON FIRE	11.09	11.09	08/13/2021
112431	30551	UTAH LOCAL GOVERNMENT TR	1591991	MMAD	196.15	196.15	08/13/2021
112431	30551	UTAH LOCAL GOVERNMENT TR	1591991	GENERAL	9,577.39	9,577.39	08/13/2021
112431	30551	UTAH LOCAL GOVERNMENT TR	1591991	TRAILS	217.11	217.11	08/13/2021
112431	30551	UTAH LOCAL GOVERNMENT TR	1591991	LIBRARY	761.78	761.78	08/13/2021
112431	30551	UTAH LOCAL GOVERNMENT TR	1591991	TRAVEL COUNCIL	395.01	395.01	08/13/2021
112431	30551	UTAH LOCAL GOVERNMENT TR	1591991	FAMILY SUPPORT	196.32	196.32	08/13/2021
<b>Total UTAH LOCAL GOVERNMENT TRUST:</b>					<b>13,646.66</b>	<b>13,646.66</b>	
<b>UTAH STATE TREASURER</b>							
112432	27740	UTAH STATE TREASURER	JULY 2021	MARRIAGE LICENSE	160.00	160.00	08/13/2021
112432	27740	UTAH STATE TREASURER	JULY 2021	35% surcharge	6,842.47	6,842.47	08/13/2021
112432	27740	UTAH STATE TREASURER	JULY 2021	90% SURCHARGE	6,070.07	6,070.07	08/13/2021
112432	27740	UTAH STATE TREASURER	JULY 2021	OFF-HIGHWAY VEHICLES	182.75	182.75	08/13/2021
112432	27740	UTAH STATE TREASURER	JULY 2021	80%OF \$32 COURT SECURITY	12,937.33	12,937.33	08/13/2021
<b>Total UTAH STATE TREASURER:</b>					<b>26,192.62</b>	<b>26,192.62</b>	
<b>VERIZON WIRELESS</b>							
112380	27995	VERIZON WIRELESS	9884058639	Josh Hounor	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Bill Jackson	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Bill Hulse	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Shan Hackwell	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Marvin I-Pad	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Office	47.01	47.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Sandflats	56.59	56.59	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Steve's Toughbook	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	MMAD Cell	32.32	32.32	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Austin Brewer	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Nate Whitney	40.01	40.01	08/05/2021

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112380	27995	VERIZON WIRELESS	9884058639	Jenny Swenson	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Al Cymbaluk	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Fire Warden	52.51	52.51	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	MMAD Cell	52.51	52.51	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Family Support	56.77	56.77	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Sandflats	52.51	52.51	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	New USB Modem SHERIFF	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Curt Brewer	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Darrel Mecham	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Al Cymbaluk/Investigations	62.51	62.51	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Colton Brimhall	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Brad Hines	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Jamison Wiggins	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Emergency Command 2	32.89	32.89	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	AJ Fry	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Dispatch smartphone	37.68	37.68	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	SANDFLATS	32.32	32.32	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	MMAD Cell	32.32	32.32	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Josh Green	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Mike Palmer	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Josh Stalpes	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Steve White I-Pad	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Justice Court	52.51	52.51	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Assessor's I-Pad	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Emergency Command 1	32.89	32.89	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Cassie Ipad (Payroll)	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Rick Bailey	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Attorney	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	MMAD Cell	32.32	32.32	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	HR DIRECTOR	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Brandon Black	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Senior on call	56.29	56.29	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Command Cradlepoint 1	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Justice Court	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Micah Ward	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Landon Leavitt	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Assessor Office	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Aubrey Davis Cjc	42.43	42.43	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Command Cradlepoint 2	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Cole/Building Inspectors	40.01	40.01	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	Drug Tracker	52.51	52.51	08/05/2021
112380	27995	VERIZON WIRELESS	9884058639	On Call Building Inspector	1.03-	1.03-	08/05/2021
112380	27995	VERIZON WIRELESS	9884633485	TRANSWESTERN	52.81	52.81	08/05/2021
Total VERIZON WIRELESS:					2,229.01	2,229.01	
<b>VISA-ZIONS FIRST NAT. BANK</b>							
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	WHITE/2861	59.41	59.41	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	LAWLEY/8644	76.18	76.18	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	RIBERIA/8792	10.40	10.40	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	HULSE/2406	125.00	125.00	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	LOGOWITZ/2927	10.87	10.87	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	M. STOCKS/4105	75.00	75.00	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	SOLSVIG/4212	57.00	57.00	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	HINES/1391	10.54	10.54	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	LEAVITT/4247	23.87	23.87	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	DAVIS/6341	12.00	12.00	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	DAVIS/6341	90.06	90.06	08/03/2021

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112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	SWENSON/7703	35.00	35.00	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	SLOAN/8529	399.00	399.00	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	GIZLER/5781	316.80	316.80	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	CYMBALUK/2757	7.07	7.07	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	WHITE/2861	45.00	45.00	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	WEBSTER/3729	56.32	56.32	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	LOPEZ/4222	193.35	193.35	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	LOPEZ/4222	193.35	193.35	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	GIZLER/5781	35.44	35.44	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	SOLSVIG/4212	49.50	49.50	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	SOLSVIG/4212	78.00	78.00	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	HALL TRAVEL/4311	69.00	69.00	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	BOOK/6605	176.34	176.34	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	VALDES/0557	117.04	117.04	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	CENICEROS/8659	89.94	89.94	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	SLOAN/8529	433.50	433.50	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	SLOAN/8529	69.32	69.32	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	RIBERIA/8792	344.57	344.57	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	HULSE/2406	145.00	145.00	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	HOWLAND/2547	12.57-	12.57-	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	LOGOWITZ/2927	70.00	70.00	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	GIZLER/5781	1,280.00	1,280.00	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	GIZLER/5781	175.00	175.00	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	STALPES/4221	15.59	15.59	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	LEAVITT/4247	22.74	22.74	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	DAVIS/6341	47.55	47.55	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	DAVIS/6341	16.32	16.32	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	STRIBLEN/2058	5,142.00	5,142.00	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	CENICEROS/8659	21.17	21.17	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	WHITE/2861	66.71	66.71	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	WHITE/2861	355.79-	355.79-	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	WEBSTER/3729	51.45	51.45	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	LOPEZ/4222	151.90	151.90	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	HOWLAND/2547	125.00	125.00	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	FRY/2943	8.54	8.54	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	SOLSVIG/4212	107.80	107.80	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	SOLSVIG/4212	17.04	17.04	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	HALL TRAVEL/4311	69.00	69.00	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	BOOK/6605	14.34-	14.34-	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	DAVIS/6341	5.50	5.50	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	DAVIS/6341	56.70	56.70	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	SLOAN/8529	433.50	433.50	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	SLOAN/8529	86.70	86.70	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	RIBERIA/8792	39.09	39.09	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	HULSE/2406	40.00	40.00	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	WEBSTER/3729	193.35	193.35	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	LOPEZ/4222	193.35	193.35	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	GIZLER/5781	333.70	333.70	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	GIZLER/5781	23.95	23.95	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	LEAVITT/4247	160.00	160.00	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	DAVIS/6341	16.32	16.32	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	BOOK/6605	68.89	68.89	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	VALDES/0557	134.95	134.95	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	CENICEROS/8659	19.17	19.17	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	CYMBALUK/2757	3.00	3.00	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	WHITE/2861	45.00	45.00	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	WEBSTER/3729	94.38	94.38	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	RIBERIA/8792	19.17	19.17	08/03/2021

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	HOWLAND/2547	154.56	154.56	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	LOGOWITZ/2927	328.21	328.21	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	M. STOCKS/4105	9.43	9.43	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	SOLSVIG/4212	16.32	16.32	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	HALL TRAVEL/4311	26.00	26.00	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	LEAVITT/4247	152.40	152.40	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	DAVIS/6341	.24	.24	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	DAVIS/6341	95.00	95.00	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	BAIRD/8396	43.54	43.54	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	SLOAN/8529	86.70	86.70	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	RIBERIA/8792	32.64	32.64	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	WEBSTER/3729	46.35	46.35	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	WEBSTER/3729	246.50	246.50	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	LOPEZ/4222	10.50	10.50	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	GIZLER/5781	125.00	125.00	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	GIZLER/5781	84.36	84.36	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	HINES/1391	21.16	21.16	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	HALL TRAVEL/4311	593.39	593.39	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	BOOK/6605	10.99-	10.99-	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	S. STOCK/6613	36.83	36.83	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	HONOUR/6951	142.99	142.99	08/03/2021
112292	28115	VISA-ZIONS FIRST NAT. BANK	JULY 2021	CROASMUN/5555	15.70	15.70	08/03/2021
<b>Total VISA-ZIONS FIRST NAT. BANK:</b>					<b>14,632.53</b>	<b>14,632.53</b>	
<b>VLCM</b>							
112381	33927	VLCM	688233	BARRACUDA RENEWAL	20,401.91	20,401.91	08/05/2021
<b>Total VLCM:</b>					<b>20,401.91</b>	<b>20,401.91</b>	
<b>WALKER DRUG</b>							
112382	29324	WALKER DRUG	167614	SAND FLATS	2.58	2.58	08/05/2021
112382	29324	WALKER DRUG	167837	TRAILS	66.99	66.99	08/05/2021
<b>Total WALKER DRUG:</b>					<b>69.57</b>	<b>69.57</b>	
<b>WALKERS TRUE VALUE HARDWARE</b>							
112383	28255	WALKERS TRUE VALUE HARD	888739	MAINT	45.06	45.06	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	889116	OSTA-5PK 9"14/18T MTL BLADE	21.99	21.99	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	889264	sandflats	8.99	8.99	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	889641	road	23.35	23.35	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	889745	road	244.99	244.99	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	890221	OSTA/TAPCON BIT, SHELF BRK	28.73	28.73	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	891052	MAINT	10.49	10.49	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	891152	GRAND CENTER	5.29	5.29	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	891335	library	39.98	39.98	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	889101	sandflats	10.78	10.78	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	889246	MAINT	4.19	4.19	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	889440	MAINT	40.73	40.73	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	889670	JAIL	32.45	32.45	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	889949	MMAD	68.97	68.97	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	890524	airport	9.01-	9.01-	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	889808	airport	173.02	173.02	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	890223	OSTA/ACTION HOE	28.99	28.99	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	891008	sSTARHALL	45.48-	45.48-	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	891082	OSTA/ENAMEL COPPER, GAL B	54.57	54.57	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	891192	TRAILS	65.27	65.27	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	891018	sandflats	10.47	10.47	08/05/2021

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
112383	28255	WALKERS TRUE VALUE HARD	891308	OSTA/8X10 GALV SHELF BRAC	23.96	23.96	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	889853	sandflats	15.98	15.98	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	889020	sandflats	28.47	28.47	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	889127	sandflats	6.49	6.49	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	889350	road	19.68	19.68	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	889659	OSTA-GORILLA SUPER GLUE 1	11.98	11.98	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	889381	MAINT	14.99	14.99	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	889663	MAINT	15.99	15.99	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	889851	road	234.00	234.00	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	890408	sandflats	6.57	6.57	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	891011	sTARHALL	18.99	18.99	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	891137	MAINT	62.46	62.46	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	890974	sTARHALL	55.46	55.46	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	891082	OSTA.095 TRIMMER LINE	19.99	19.99	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	891171	MAINT	23.48	23.48	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	889117	GRAND CENTER	11.56	11.56	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	889078	sandflats	18.97	18.97	08/05/2021
112383	28255	WALKERS TRUE VALUE HARD	889143	EMS	20.68	20.68	08/05/2021
Total WALKERS TRUE VALUE HARDWARE:					1,426.56	1,426.56	
<b>WARNE CHEMICAL &amp; EQUIPMENT</b>							
112384	33821	WARNE CHEMICAL & EQUIPME	379009	WEED/SPRAY GUN	460.60	460.60	08/05/2021
Total WARNE CHEMICAL & EQUIPMENT:					460.60	460.60	
<b>WATCHGUARD VIDEO</b>							
112385	36159	WATCHGUARD VIDEO	BCMINV00124	SHERIFF	2,678.00	2,678.00	08/05/2021
Total WATCHGUARD VIDEO:					2,678.00	2,678.00	
<b>WELLER RECREATION, INC</b>							
112433	36074	WELLER RECREATION, INC	07292021	SANDFLATS/CAN-AM DEFENDE	16,655.12	16,655.12	08/05/2021
112433	36074	WELLER RECREATION, INC	07292021	SANDFLATS/CAN-AM DEFENDE	4,486.14	4,486.14	08/13/2021
112433	36074	WELLER RECREATION, INC	92467884	HALF WINDSHIELD FOR SANDF	224.99	224.99	08/13/2021
Total WELLER RECREATION, INC:					21,366.25	21,366.25	
<b>WF COMMUNICATIONS</b>							
112387	28915	WF COMMUNICATIONS	251073	sEARCH & RESCUE	443.80	443.80	08/05/2021
112387	28915	WF COMMUNICATIONS	251062	sheriff	56.70	56.70	08/05/2021
Total WF COMMUNICATIONS:					500.50	500.50	
<b>WILSON, BEN</b>							
112434	36388	WILSON, BEN	2452	RESTITUTION FROM WILLIAM Z	5.45	5.45	08/13/2021
Total WILSON, BEN:					5.45	5.45	
<b>WILSON, GARY OR KATHY</b>							
112435	36389	WILSON, GARY OR KATHY	2453	RESTITUTION FROM WILLIAM Z	149.84	149.84	08/13/2021
Total WILSON, GARY OR KATHY:					149.84	149.84	
<b>WITMER PUBLIC SAFETY GROUP, INC</b>							
112388	36594	WITMER PUBLIC SAFETY GRO	E2082415	THOMPSON SPRINGS SPECIAL	356.08	356.08	08/05/2021

Last Check Number	Vendor	Vendor Name	Invoice Number	Description	Net Invoice Amount	Amount Paid	Date Paid
Total WITMER PUBLIC SAFETY GROUP, INC:					356.08	356.08	
<b>XEROX CORPORATION</b>							
112389	29100	XEROX CORPORATION	014024553	recorder	72.50	72.50	08/05/2021
Total XEROX CORPORATION:					72.50	72.50	
<b>ZUNICH BROS MECHANICAL</b>							
112436	33851	ZUNICH BROS MECHANICAL	35835	SANDFLATS	108.00	108.00	08/13/2021
112436	33851	ZUNICH BROS MECHANICAL	35908	SANDFLATS	392.00	392.00	08/13/2021
112436	33851	ZUNICH BROS MECHANICAL	35598	SANDFLATS	392.00	392.00	08/13/2021
112436	33851	ZUNICH BROS MECHANICAL	35609	JAIL	450.00	450.00	08/13/2021
112436	33851	ZUNICH BROS MECHANICAL	35837	SANDFLATS	48.00	48.00	08/13/2021
112436	33851	ZUNICH BROS MECHANICAL	35902	SANDFLATS	56.00	56.00	08/13/2021
112436	33851	ZUNICH BROS MECHANICAL	35605	SANDFLATS	392.00	392.00	08/13/2021
112436	33851	ZUNICH BROS MECHANICAL	35616	SANDFLATS	392.00	392.00	08/13/2021
112436	33851	ZUNICH BROS MECHANICAL	35546	SANDFLATS	48.00	48.00	08/13/2021
112436	33851	ZUNICH BROS MECHANICAL	35596	SANDFLATS	84.00	84.00	08/13/2021
112436	33851	ZUNICH BROS MECHANICAL	35547	SANDFLATS	48.00	48.00	08/13/2021
112436	33851	ZUNICH BROS MECHANICAL	35345	SANDFLATS	392.00	392.00	08/13/2021
112436	33851	ZUNICH BROS MECHANICAL	35602	SANDFLATS	112.00	112.00	08/13/2021
112436	33851	ZUNICH BROS MECHANICAL	35614	SANDFLATS	112.00	112.00	08/13/2021
112436	33851	ZUNICH BROS MECHANICAL	35834	SANDFLATS	48.00	48.00	08/13/2021
112436	33851	ZUNICH BROS MECHANICAL	35548	SANDFLATS	108.00	108.00	08/13/2021
Total ZUNICH BROS MECHANICAL:					3,182.00	3,182.00	
Grand Totals:					633,005.75	633,005.75	

Date: Aug 13<sup>th</sup> 2021

County Auditor: \_\_\_\_\_

Council Chairperson: \_\_\_\_\_

Council: \_\_\_\_\_

Council: \_\_\_\_\_

Check No. \_\_\_\_\_

112292 - 112293 - 112389  
\$465,042.22

112390 - 112436  
\$167,963.53

Report Criteria:  
 Detail report.  
 Invoices with totals above \$0 included.  
 Paid and unpaid invoices included.  
 Vendor.Last Check Number = 112292, 112293-112389,112390-112436

## Report Criteria:

Report type: Summary

```
Check.Check number = {SQL} (tblCheck.CheckNumber in (SELECT c.CheckNumber
FROM      dbo.tblCheck c INNER JOIN
          dbo.tblCheckDetail cd ON c.ID = cd.tblCheckID
GROUP BY c.CheckNumber
HAVING   (SUM(cd.Amount) >= 10000)))
Check.Type = {<-} "Adjustment"
```

Payee	Check Number	Amount
VISA-ZIONS FIRST NAT. BANK	112292	14,632.53
ARMSTRONG CONSULTANTS, INC.	112296	61,319.50
CARBON COUNTY C/O FOUR CORNERS	112312	43,839.00
LOVE COMMUNICATIONS	112333	28,243.14
MOAB CITY INC.	112335	85,060.75
MOTOROLA SOLUTIONS INC.	112338	22,213.70
PREMIER VEHICLE INSTALLATION, INC.	112351	87,621.45
SOUTHEASTERN UTAH HEALTH DEPARTMENT	112368	23,634.50
VLCM	112381	20,401.91
WELLER RECREATION, INC	112386	16,655.12
ROCKY MOUNTAIN POWER	112424	13,808.68
SMUIN, RICH & MARSING	112426	24,285.00
STATE FIRE SALES & SERVICE	112429	17,907.50
UTAH LOCAL GOVERNMENT TRUST	112431	13,646.66
UTAH STATE TREASURER	112432	26,192.62
Grand Totals:		<u>499,462.06</u>

## Report Criteria:

Paid transmittals included

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-01	Utah Retirement T1 401(K) Pay Period:	10-2261000-000	1,961.91
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-01	Utah Retirement T1 401(K) Pay Period:	21-2261000-000	376.10
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-01	Utah Retirement T1 401(K) Pay Period:	70-2261000-000	400.00
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-01	Utah Retirement T1 401(K) Pay Period:	72-2261000-000	514.56
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-01	Utah Retirement T1 401(K) Pay Period:	76-2261000-000	1,000.00
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-01	Utah Retirement T1 401(K) Pay Period:	10-2261000-000	1,355.53
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-01	Utah Retirement T1 401(K) Pay Period:	21-2261000-000	491.23
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-01	Utah Retirement T1 401(K) Pay Period:	23-2261000-000	47.48
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-01	Utah Retirement T1 401(K) Pay Period:	46-2261000-000	38.60
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-01	Utah Retirement T1 401(K) Pay Period:	70-2261000-000	134.48
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-01	Utah Retirement T1 401(K) Pay Period:	72-2261000-000	206.66
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-01	Utah Retirement T1 401(K) Pay Period:	75-2261000-000	40.99
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-01	Utah Retirement T1 401(K) Pay Period:	76-2261000-000	57.91
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-02	Utah Retirement T1 401(K) Pol Pay Peri	10-2261000-000	2,159.76
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	10-2261000-000	1,042.91
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	23-2261000-000	119.31
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	72-2261000-000	60.00
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	10-2261000-000	393.55
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	21-2261000-000	52.88
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	23-2261000-000	51.38
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	45-2261000-000	12.87
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	46-2261000-000	14.90
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	70-2261000-000	8.41
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	72-2261000-000	31.92
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	75-2261000-000	15.50
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-06	Utah Retirement T2 DB HYB 401(K) Pa	76-2261000-000	21.08
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-07	Utah Retirement T2 DB PS HYB 401(K)	10-2261000-000	293.52
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-08	Utah Retirement T2 DC 401(K) Pay Peri	10-2261000-000	369.60
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-08	Utah Retirement T2 DC 401(K) Pay Peri	10-2261000-000	1,672.87
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-09	Utah Retirement T2 DC PS 401(K) Pay	10-2261000-000	200.00
28	UTAH RETIREMENT SYS	80421102	07/25/2021	40-09	Utah Retirement T2 DC PS 401(K) Pay	10-2261000-000	567.57
28	UTAH RETIREMENT SYS	80421102	07/25/2021	41-01	Utah Retirement 457 Pay Period: 7/25/2	10-2263000-000	823.32
28	UTAH RETIREMENT SYS	80421102	07/25/2021	41-01	Utah Retirement 457 Pay Period: 7/25/2	21-2263000-000	42.84
28	UTAH RETIREMENT SYS	80421102	07/25/2021	41-01	Utah Retirement 457 Pay Period: 7/25/2	23-2263000-000	75.00
28	UTAH RETIREMENT SYS	80421102	07/25/2021	42-00	Utah Retirement ROTH IRA Pay Period:	10-2258000-000	2,035.00
28	UTAH RETIREMENT SYS	80421102	07/25/2021	42-00	Utah Retirement ROTH IRA Pay Period:	23-2258000-000	150.00
28	UTAH RETIREMENT SYS	80421102	07/25/2021	42-00	Utah Retirement ROTH IRA Pay Period:	72-2258000-000	70.00
28	UTAH RETIREMENT SYS	80421102	07/25/2021	43-00	Utah Retirement TRADITIONAL IRA Pa	10-2258000-000	125.00
28	UTAH RETIREMENT SYS	80421102	07/25/2021	55-01	Utah Retirement T2 DB Hybrid Pay Peri	10-2260000-000	10,199.82
28	UTAH RETIREMENT SYS	80421102	07/25/2021	55-01	Utah Retirement T2 DB Hybrid Pay Peri	21-2260000-000	1,370.53
28	UTAH RETIREMENT SYS	80421102	07/25/2021	55-01	Utah Retirement T2 DB Hybrid Pay Peri	23-2260000-000	1,331.65
28	UTAH RETIREMENT SYS	80421102	07/25/2021	55-01	Utah Retirement T2 DB Hybrid Pay Peri	45-2260000-000	333.69
28	UTAH RETIREMENT SYS	80421102	07/25/2021	55-01	Utah Retirement T2 DB Hybrid Pay Peri	46-2260000-000	386.20
28	UTAH RETIREMENT SYS	80421102	07/25/2021	55-01	Utah Retirement T2 DB Hybrid Pay Peri	70-2260000-000	218.00
28	UTAH RETIREMENT SYS	80421102	07/25/2021	55-01	Utah Retirement T2 DB Hybrid Pay Peri	72-2260000-000	827.36
28	UTAH RETIREMENT SYS	80421102	07/25/2021	55-01	Utah Retirement T2 DB Hybrid Pay Peri	75-2260000-000	401.75
28	UTAH RETIREMENT SYS	80421102	07/25/2021	55-01	Utah Retirement T2 DB Hybrid Pay Peri	76-2260000-000	546.42
28	UTAH RETIREMENT SYS	80421102	07/25/2021	55-02	Utah Retirement T2 DB PS Hybrid Pay	10-2260000-000	742.15
28	UTAH RETIREMENT SYS	80421102	07/25/2021	55-02	Utah Retirement T2 DB PS Hybrid Pay	10-2260000-000	8,824.26
28	UTAH RETIREMENT SYS	80421102	07/25/2021	55-03	Utah Retirement T2 DC Pay Period: 7/	10-2260000-000	988.19
28	UTAH RETIREMENT SYS	80421102	07/25/2021	55-03	Utah Retirement T2 DC Pay Period: 7/	47-2260000-000	130.94
28	UTAH RETIREMENT SYS	80421102	07/25/2021	55-04	Utah Retirement T2 DC PS Pay Period:	10-2260000-000	526.62
28	UTAH RETIREMENT SYS	80421102	07/25/2021	90-01	Utah Retirement T1 Non-Contributory R	10-2260000-000	11,708.68

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
28	UTAH RETIREMENT SYS	80421102	07/25/2021	90-01	Utah Retirement T1 Non-Contributory R	21-2260000-000	4,559.20
28	UTAH RETIREMENT SYS	80421102	07/25/2021	90-01	Utah Retirement T1 Non-Contributory R	23-2260000-000	440.67
28	UTAH RETIREMENT SYS	80421102	07/25/2021	90-01	Utah Retirement T1 Non-Contributory R	46-2260000-000	358.30
28	UTAH RETIREMENT SYS	80421102	07/25/2021	90-01	Utah Retirement T1 Non-Contributory R	70-2260000-000	1,248.21
28	UTAH RETIREMENT SYS	80421102	07/25/2021	90-01	Utah Retirement T1 Non-Contributory R	72-2260000-000	1,918.02
28	UTAH RETIREMENT SYS	80421102	07/25/2021	90-01	Utah Retirement T1 Non-Contributory R	75-2260000-000	380.48
28	UTAH RETIREMENT SYS	80421102	07/25/2021	90-01	Utah Retirement T1 Non-Contributory R	76-2260000-000	537.51
28	UTAH RETIREMENT SYS	80421102	07/25/2021	90-03	Utah Retirement T1 Police Non-Contrib	10-2260000-000	9,450.51
28	UTAH RETIREMENT SYS	80421102	07/25/2021	90-03	Utah Retirement T1 Police Non-Contrib	17-2260000-000	520.38
28	UTAH RETIREMENT SYS	80421102	07/25/2021	55-02	T. APADACA ADJUSTMENT FROM PS T	10-2260000-000	4,482.54

Total 28:

70,501.64

29

29	IRS - FICA/FWT	80421101	07/25/2021	74-00	FICA/FWT Social Security Pay Period:	10-2221000-000	15,204.50
29	IRS - FICA/FWT	80421101	07/25/2021	74-00	FICA/FWT Social Security Pay Period:	17-2221000-000	106.16
29	IRS - FICA/FWT	80421101	07/25/2021	74-00	FICA/FWT Social Security Pay Period:	21-2221000-000	1,868.44
29	IRS - FICA/FWT	80421101	07/25/2021	74-00	FICA/FWT Social Security Pay Period:	23-2221000-000	814.51
29	IRS - FICA/FWT	80421101	07/25/2021	74-00	FICA/FWT Social Security Pay Period:	30-2221000-000	28.30
29	IRS - FICA/FWT	80421101	07/25/2021	74-00	FICA/FWT Social Security Pay Period:	45-2221000-000	128.74
29	IRS - FICA/FWT	80421101	07/25/2021	74-00	FICA/FWT Social Security Pay Period:	46-2221000-000	328.16
29	IRS - FICA/FWT	80421101	07/25/2021	74-00	FICA/FWT Social Security Pay Period:	47-2221000-000	231.42
29	IRS - FICA/FWT	80421101	07/25/2021	74-00	FICA/FWT Social Security Pay Period:	70-2221000-000	531.10
29	IRS - FICA/FWT	80421101	07/25/2021	74-00	FICA/FWT Social Security Pay Period:	72-2221000-000	1,250.47
29	IRS - FICA/FWT	80421101	07/25/2021	74-00	FICA/FWT Social Security Pay Period:	75-2221000-000	570.50
29	IRS - FICA/FWT	80421101	07/25/2021	74-00	FICA/FWT Social Security Pay Period:	76-2221000-000	391.24
29	IRS - FICA/FWT	80421101	07/25/2021	74-00	FICA/FWT Social Security Pay Period:	10-2221000-000	15,018.28
29	IRS - FICA/FWT	80421101	07/25/2021	74-00	FICA/FWT Social Security Pay Period:	17-2221000-000	106.16
29	IRS - FICA/FWT	80421101	07/25/2021	74-00	FICA/FWT Social Security Pay Period:	21-2221000-000	2,059.19
29	IRS - FICA/FWT	80421101	07/25/2021	74-00	FICA/FWT Social Security Pay Period:	23-2221000-000	814.51
29	IRS - FICA/FWT	80421101	07/25/2021	74-00	FICA/FWT Social Security Pay Period:	30-2221000-000	28.30
29	IRS - FICA/FWT	80421101	07/25/2021	74-00	FICA/FWT Social Security Pay Period:	45-2221000-000	128.74
29	IRS - FICA/FWT	80421101	07/25/2021	74-00	FICA/FWT Social Security Pay Period:	46-2221000-000	328.16
29	IRS - FICA/FWT	80421101	07/25/2021	74-00	FICA/FWT Social Security Pay Period:	47-2221000-000	231.42
29	IRS - FICA/FWT	80421101	07/25/2021	74-00	FICA/FWT Social Security Pay Period:	70-2221000-000	531.10
29	IRS - FICA/FWT	80421101	07/25/2021	74-00	FICA/FWT Social Security Pay Period:	72-2221000-000	1,250.47
29	IRS - FICA/FWT	80421101	07/25/2021	74-00	FICA/FWT Social Security Pay Period:	75-2221000-000	570.50
29	IRS - FICA/FWT	80421101	07/25/2021	74-00	FICA/FWT Social Security Pay Period:	76-2221000-000	391.24
29	IRS - FICA/FWT	80421101	07/25/2021	75-00	FICA/FWT Medicare Pay Period: 7/25/2	10-2224000-000	3,512.35
29	IRS - FICA/FWT	80421101	07/25/2021	75-00	FICA/FWT Medicare Pay Period: 7/25/2	17-2224000-000	24.83
29	IRS - FICA/FWT	80421101	07/25/2021	75-00	FICA/FWT Medicare Pay Period: 7/25/2	21-2224000-000	481.58
29	IRS - FICA/FWT	80421101	07/25/2021	75-00	FICA/FWT Medicare Pay Period: 7/25/2	23-2224000-000	190.49
29	IRS - FICA/FWT	80421101	07/25/2021	75-00	FICA/FWT Medicare Pay Period: 7/25/2	30-2224000-000	6.62
29	IRS - FICA/FWT	80421101	07/25/2021	75-00	FICA/FWT Medicare Pay Period: 7/25/2	45-2224000-000	30.11
29	IRS - FICA/FWT	80421101	07/25/2021	75-00	FICA/FWT Medicare Pay Period: 7/25/2	46-2224000-000	76.74
29	IRS - FICA/FWT	80421101	07/25/2021	75-00	FICA/FWT Medicare Pay Period: 7/25/2	47-2224000-000	54.12
29	IRS - FICA/FWT	80421101	07/25/2021	75-00	FICA/FWT Medicare Pay Period: 7/25/2	70-2224000-000	124.20
29	IRS - FICA/FWT	80421101	07/25/2021	75-00	FICA/FWT Medicare Pay Period: 7/25/2	72-2224000-000	292.44
29	IRS - FICA/FWT	80421101	07/25/2021	75-00	FICA/FWT Medicare Pay Period: 7/25/2	75-2224000-000	133.42
29	IRS - FICA/FWT	80421101	07/25/2021	75-00	FICA/FWT Medicare Pay Period: 7/25/2	76-2224000-000	91.50
29	IRS - FICA/FWT	80421101	07/25/2021	75-00	FICA/FWT Medicare Pay Period: 7/25/2	10-2224000-000	3,512.35
29	IRS - FICA/FWT	80421101	07/25/2021	75-00	FICA/FWT Medicare Pay Period: 7/25/2	17-2224000-000	24.83
29	IRS - FICA/FWT	80421101	07/25/2021	75-00	FICA/FWT Medicare Pay Period: 7/25/2	21-2224000-000	481.58
29	IRS - FICA/FWT	80421101	07/25/2021	75-00	FICA/FWT Medicare Pay Period: 7/25/2	23-2224000-000	190.49
29	IRS - FICA/FWT	80421101	07/25/2021	75-00	FICA/FWT Medicare Pay Period: 7/25/2	30-2224000-000	6.62
29	IRS - FICA/FWT	80421101	07/25/2021	75-00	FICA/FWT Medicare Pay Period: 7/25/2	45-2224000-000	30.11
29	IRS - FICA/FWT	80421101	07/25/2021	75-00	FICA/FWT Medicare Pay Period: 7/25/2	46-2224000-000	76.74

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
29	IRS - FICA/FWT	80421101	07/25/2021	75-00	FICA/FWT Medicare Pay Period: 7/25/2	47-2224000-000	54.12
29	IRS - FICA/FWT	80421101	07/25/2021	75-00	FICA/FWT Medicare Pay Period: 7/25/2	70-2224000-000	124.20
29	IRS - FICA/FWT	80421101	07/25/2021	75-00	FICA/FWT Medicare Pay Period: 7/25/2	72-2224000-000	292.44
29	IRS - FICA/FWT	80421101	07/25/2021	75-00	FICA/FWT Medicare Pay Period: 7/25/2	75-2224000-000	133.42
29	IRS - FICA/FWT	80421101	07/25/2021	75-00	FICA/FWT Medicare Pay Period: 7/25/2	76-2224000-000	91.50
29	IRS - FICA/FWT	80421101	07/25/2021	76-00	FICA/FWT Federal Withholding Pay Peri	10-2222000-000	25,031.61
29	IRS - FICA/FWT	80421101	07/25/2021	76-00	FICA/FWT Federal Withholding Pay Peri	17-2222000-000	139.58
29	IRS - FICA/FWT	80421101	07/25/2021	76-00	FICA/FWT Federal Withholding Pay Peri	21-2222000-000	3,619.01
29	IRS - FICA/FWT	80421101	07/25/2021	76-00	FICA/FWT Federal Withholding Pay Peri	23-2222000-000	1,527.91
29	IRS - FICA/FWT	80421101	07/25/2021	76-00	FICA/FWT Federal Withholding Pay Peri	45-2222000-000	226.36
29	IRS - FICA/FWT	80421101	07/25/2021	76-00	FICA/FWT Federal Withholding Pay Peri	46-2222000-000	422.29
29	IRS - FICA/FWT	80421101	07/25/2021	76-00	FICA/FWT Federal Withholding Pay Peri	70-2222000-000	589.71
29	IRS - FICA/FWT	80421101	07/25/2021	76-00	FICA/FWT Federal Withholding Pay Peri	72-2222000-000	1,559.00
29	IRS - FICA/FWT	80421101	07/25/2021	76-00	FICA/FWT Federal Withholding Pay Peri	75-2222000-000	930.69
29	IRS - FICA/FWT	80421101	07/25/2021	76-00	FICA/FWT Federal Withholding Pay Peri	76-2222000-000	393.73
Total 29:							87,388.30
Grand Totals:							157,889.94

Report Criteria:  
Paid transmittals included

DATE: 8/4/21  
CHECK NUMBERS: 80421101 + 80421102  
TRANSMITTAL NUMBERS: \_\_\_\_\_  
AMOUNTS OF NOTE: \_\_\_\_\_  
COUNTY AUDITOR: \_\_\_\_\_  
COMMISSION MEMBER: \_\_\_\_\_  
COMMISSION MEMBER: \_\_\_\_\_

## Report Criteria:

Department.Department = {AND} {&lt;&gt;} "THOMPSON FIRE DISTRICT"

Total AIRPORT:	7	.00	.00	10,392.54
Total ASSESSOR:	4	.00	.00	6,201.93
Total ATTORNEY:	6	.00	.00	12,530.13
Total BUILDING INSPECTOR:	3	.00	.00	5,656.05
Total CEMETARY DISTRICT:	3	.00	.00	4,192.22
Total CHILD JUST CTR:	1	.00	.00	1,588.48
Total CLERK/AUDITOR:	5	.00	.00	8,158.76
Total COUNTY ADMINISTRATOR:	5	.00	.00	10,328.66
Total COUNTY COUNCIL:	7	.00	.00	7,305.45
Total COURTHOUSE:	6	.00	.00	7,493.77
Total FAMILY SUPPORT CENTE:	5	.00	.00	4,247.08
Total JAIL:	18	.00	.00	29,559.59
Total JUSTICE COURT:	4	.00	.00	5,215.30
Total LIBRARY:	16	.00	.00	15,520.60
Total MOAB MOSQUITO DISTRI:	5	.00	.00	7,111.61
Total MOAB PROMOTION:	7	.00	.00	9,603.10
Total PERSONNEL SERVICES:	2	.00	.00	3,418.89
Total PLANNING & ZONING:	7	.00	.00	10,998.75
Total RECORDER:	2	.00	.00	3,497.98
Total ROADS - CLASS B:	15	.00	.00	25,031.10
Total SANDFLATS RECREATION:	5	.00	.00	6,553.95
Total SEARCH & RESCUE:	17	.00	.00	4,379.63
Total SENIOR CITIZENS:	6	.00	.00	7,409.71
Total SHERIFF:	19	.00	.00	38,967.29
Total SPANISH TRAIL ARENA:	4	.00	.00	5,814.41
Total SURVEYOR:	1	.00	.00	337.79
Total TREASURER:	2	.00	.00	3,819.91
Total WEED CONTROL:	2	.00	.00	3,010.00

Grand Totals:

184 .00 .00 258,344.68

Report Criteria:

Department.Department = {AND} {<>} "THOMPSON FIRE DISTRICT"

DATE:	8/4/21
CHECK NUMBERS:	33587
TRANSMITTAL NUMBERS:	73021101-73021283
AMOUNTS OF NOTE:	
COUNTY AUDITOR:	
COMMISSION MEMBER:	
COMMISSION MEMBER:	

## Grand Center 2020 Report

January until the shut down in March we had 35 events, that include meetings and weddings, and the free dental clinic.

Congregate meals for the months January, February and March we served 1305 meals to 98 unduplicated people.

Regular Home Delivered Meals we served 3051 meals to 70 unduplicated people.

Transportation we provided 170 rides for 4 unduplicated people

Activities for the time we were open we had 65 unduplicated people that participated in exercise classes, crafts, quilting and table tennis.

On March 16 when we closed the Center and started doing just Home Delivered meals.

From March 16 thru December 31 we delivered 36,605 to 258 people.

We added 186 people to the delivery. 66 are those who came for congregare meals and 120 were others over the age of 60 from the community.

We split the routes into 2 with Brooke taking one and helping in the kitchen, Brenda the other route. In April we had to split into another route that I took and furloughed 2 of my staff in maintenance. At the end of June one of the cooks quit. We went from 3 working in the kitchen to 2 preparing up to 210 meals a day. I took Brooke's route and Yordy took mine. The end of July the other cook quit and the furloughed staff came back. I went into the kitchen and Joe took the route I was doing.

While maintenance was furloughed the office staff took over yard work, as well as intake for home delivered, preparing food and helping serve when needed and every one shared in the cleaning of the building.

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**AUGUST 17, 2021**  
Agenda Item: D

<b>TITLE:</b>	Proposed expansion of Arches National Park
<b>FISCAL IMPACT:</b>	
<b>PRESENTER(S):</b>	Walt Dabney

Prepared By:

**BACKGROUND:**

As part of a public lands bill, Grand County might want to consider an expansion of Arches National Park.

**FOR OFFICE USE ONLY:**

Attorney Review:



# Arches National Park Addition

Walt Dabney, Retired NPS



# Arches National Park

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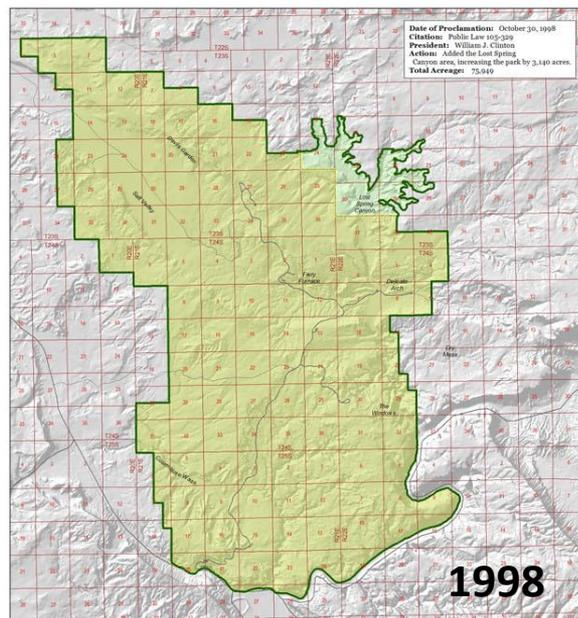
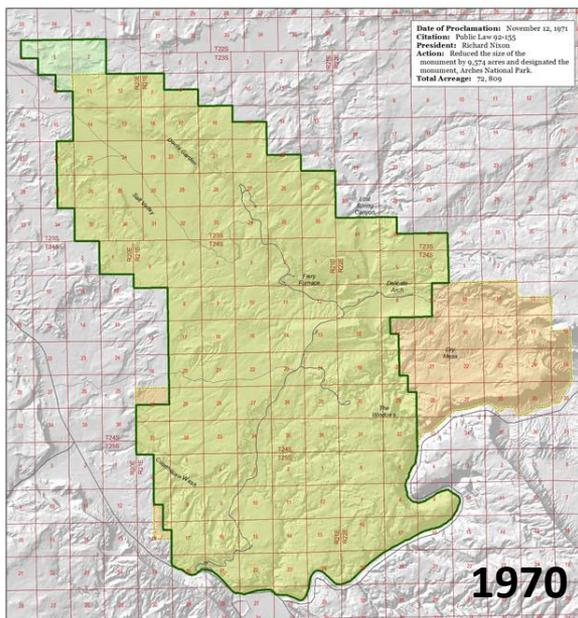
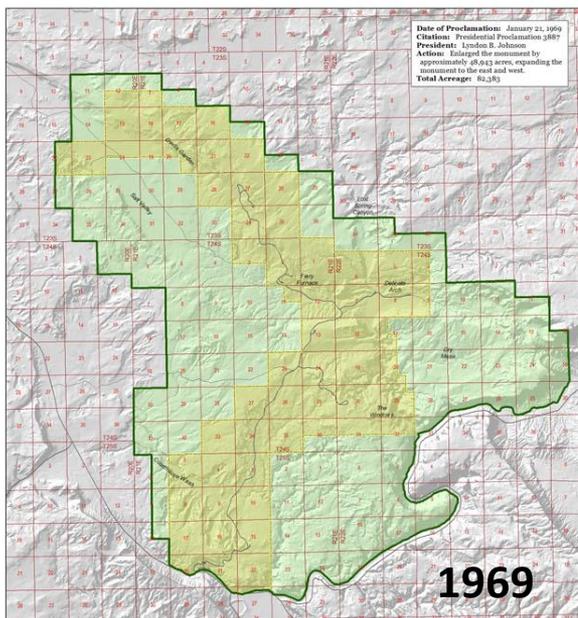
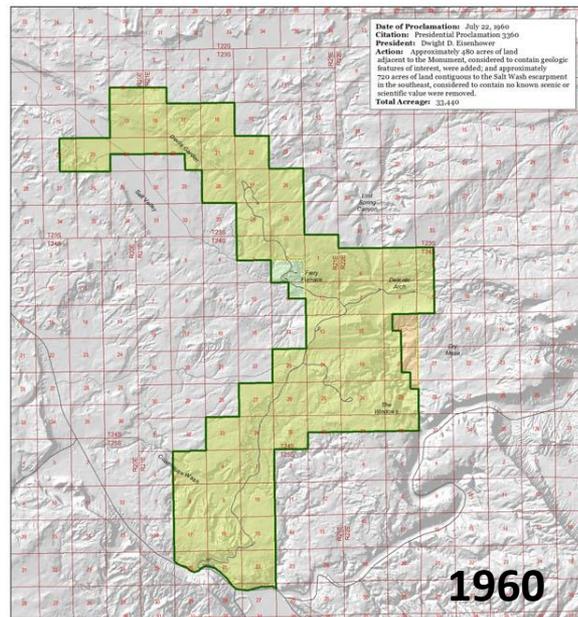
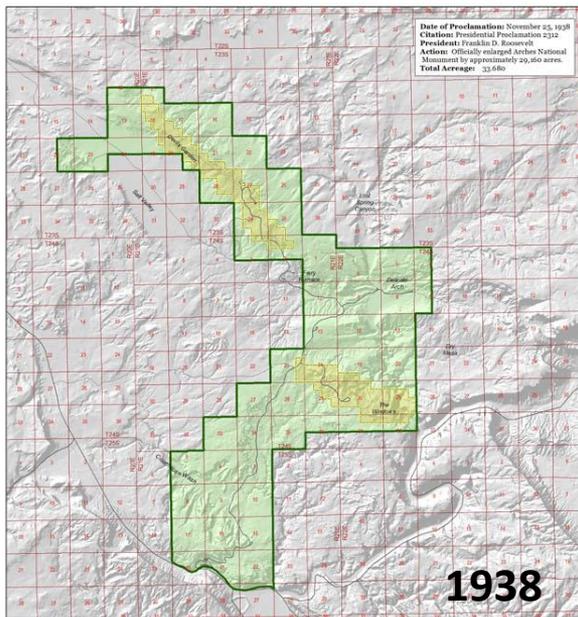
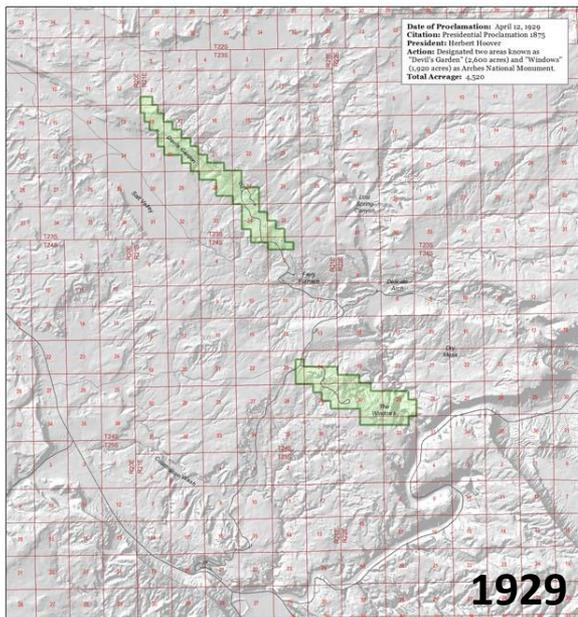






Dan Norris Photograph





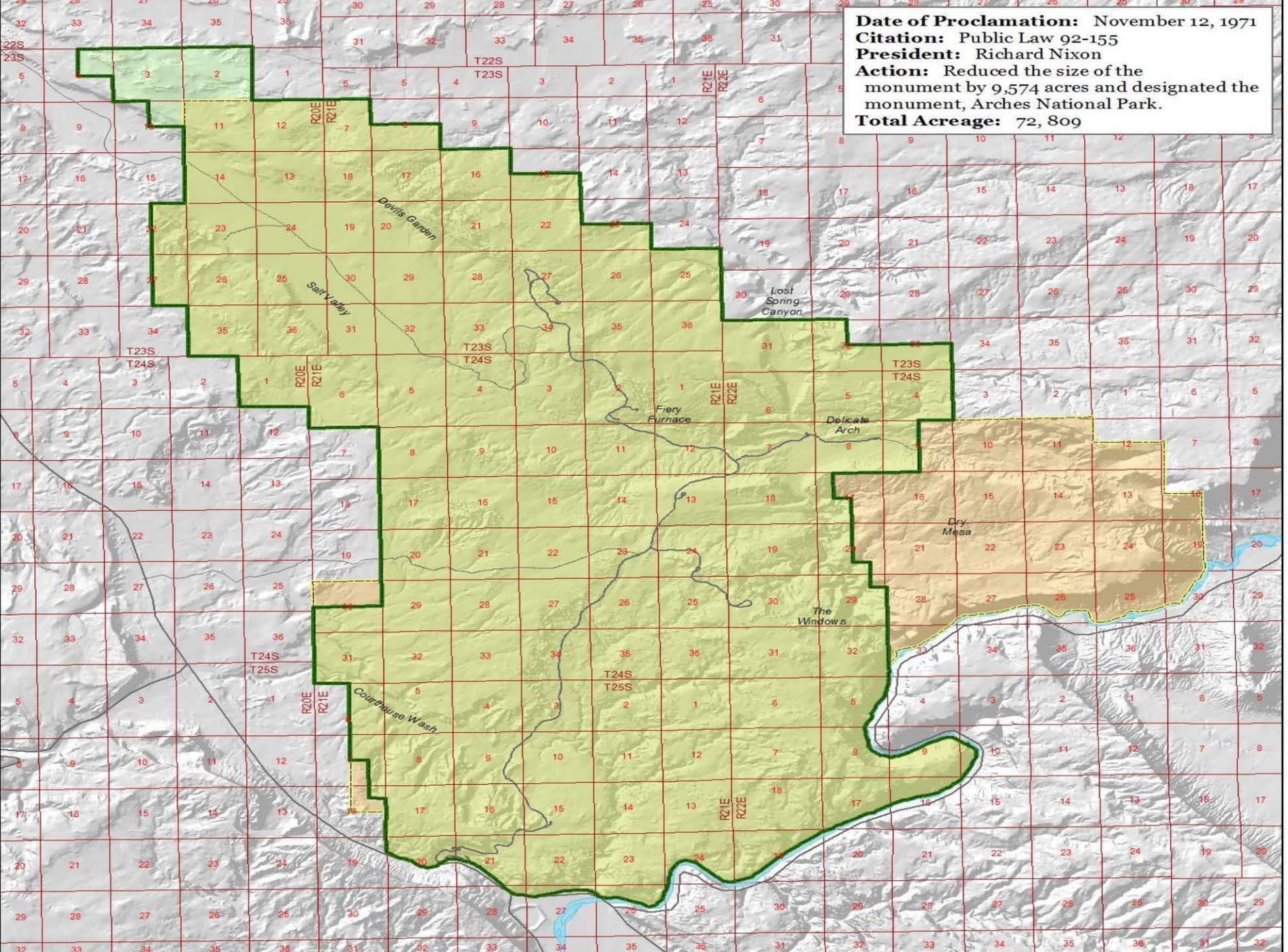
## Arches National Park Historical Boundaries

# Dry Mesa

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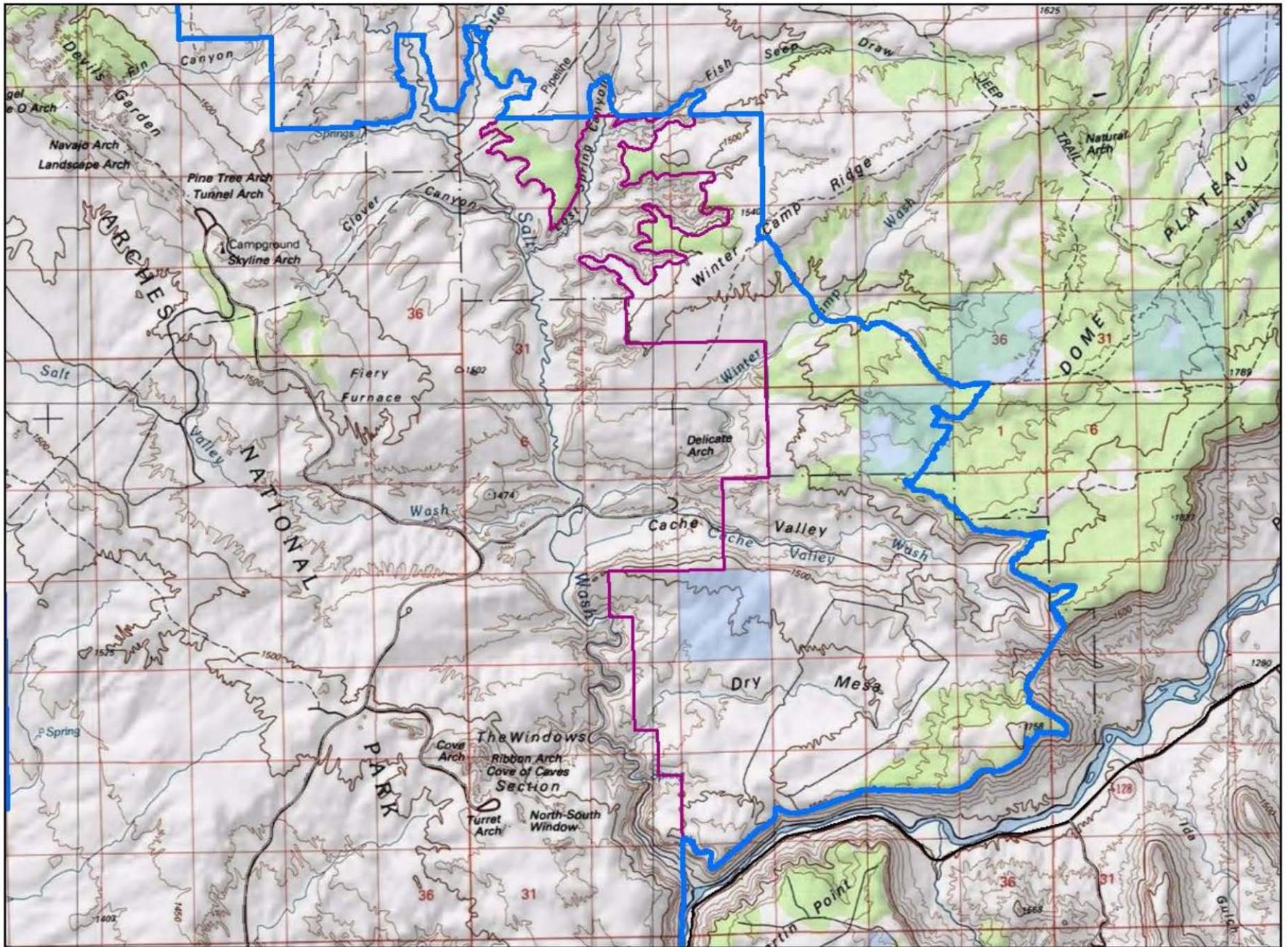


**Date of Proclamation:** November 12, 1971  
**Citation:** Public Law 92-155  
**President:** Richard Nixon  
**Action:** Reduced the size of the monument by 9,574 acres and designated the monument, Arches National Park.  
**Total Acreage:** 72, 809







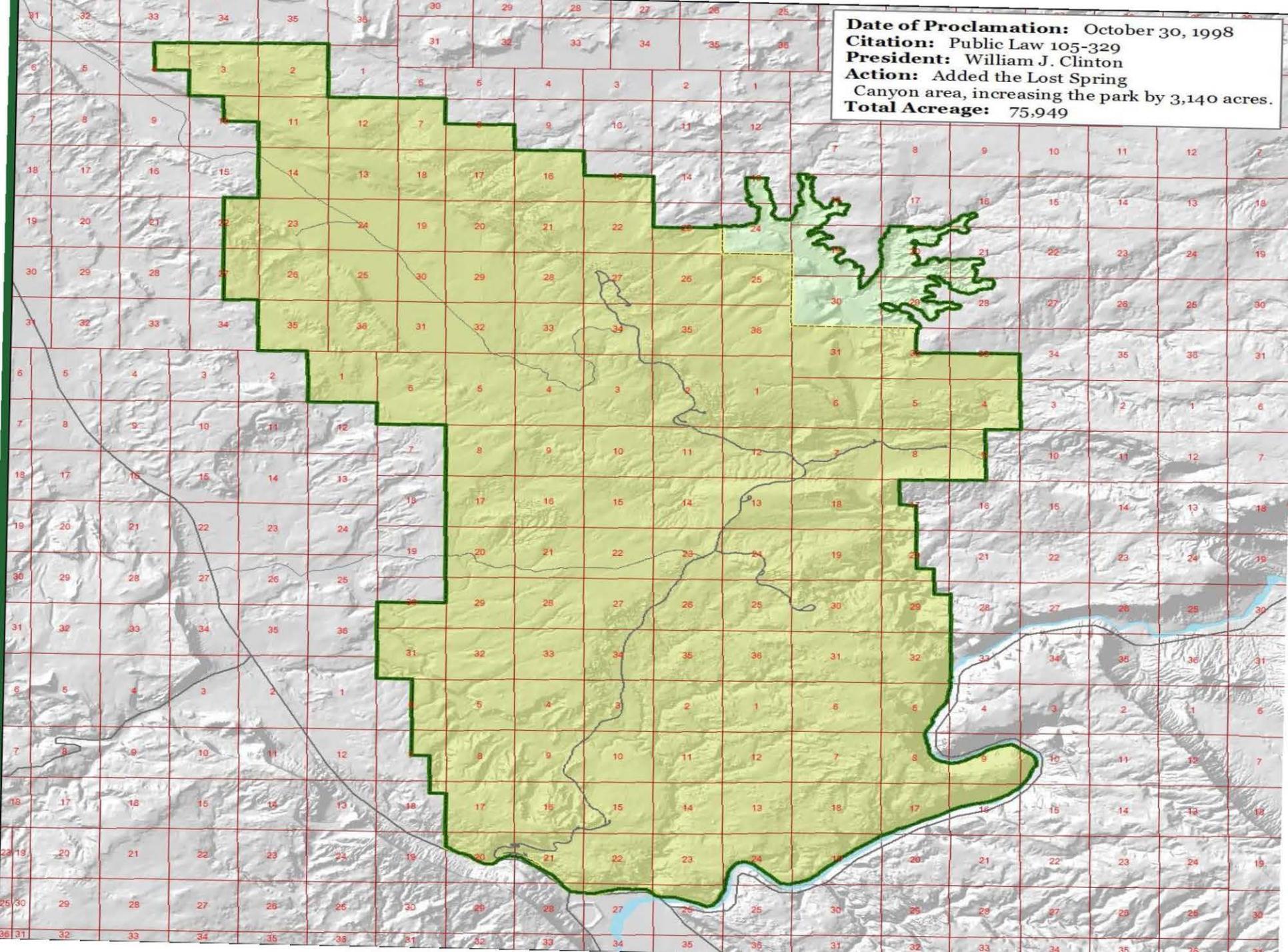


# Lost Springs

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**Date of Proclamation:** October 30, 1998  
**Citation:** Public Law 105-329  
**President:** William J. Clinton  
**Action:** Added the Lost Spring Canyon area, increasing the park by 3,140 acres.  
**Total Acreage:** 75,949











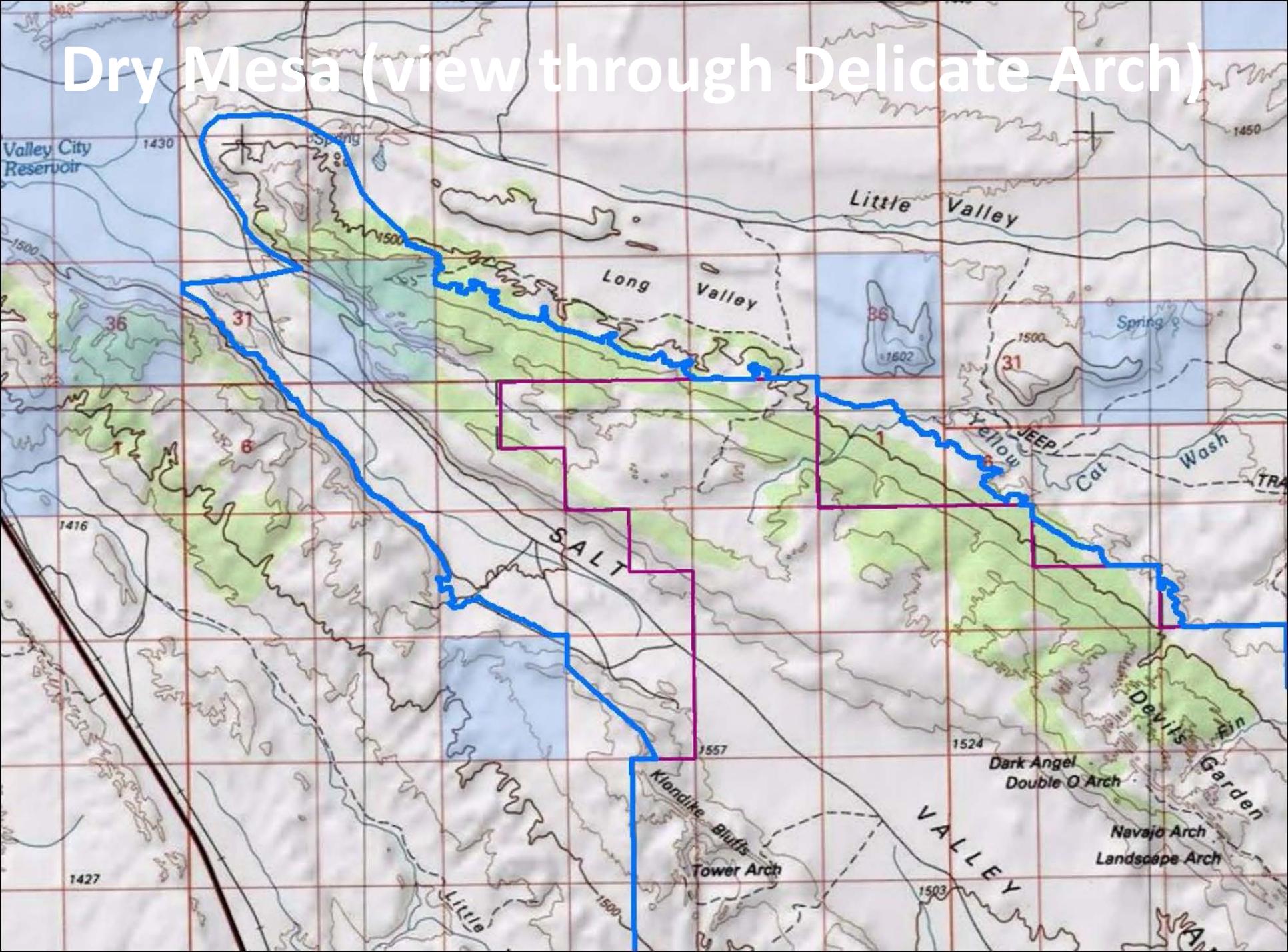


# Salt Valley

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# Dry Mesa (view through Delicate Arch)







STAY ONLY  
ON DESIGNATED  
ROUTES

Entering  
**ARCHES NATIONAL PARK**  
This is a protected area. It is your responsibility to know and obey the regulations of this National Park.  
Camp only in campground - Hunting is prohibited.  
Vehicles & bicycles must stay on roadway.  
All types of Off Highway Vehicles (OHV) are Prohibited in Arches National Park.

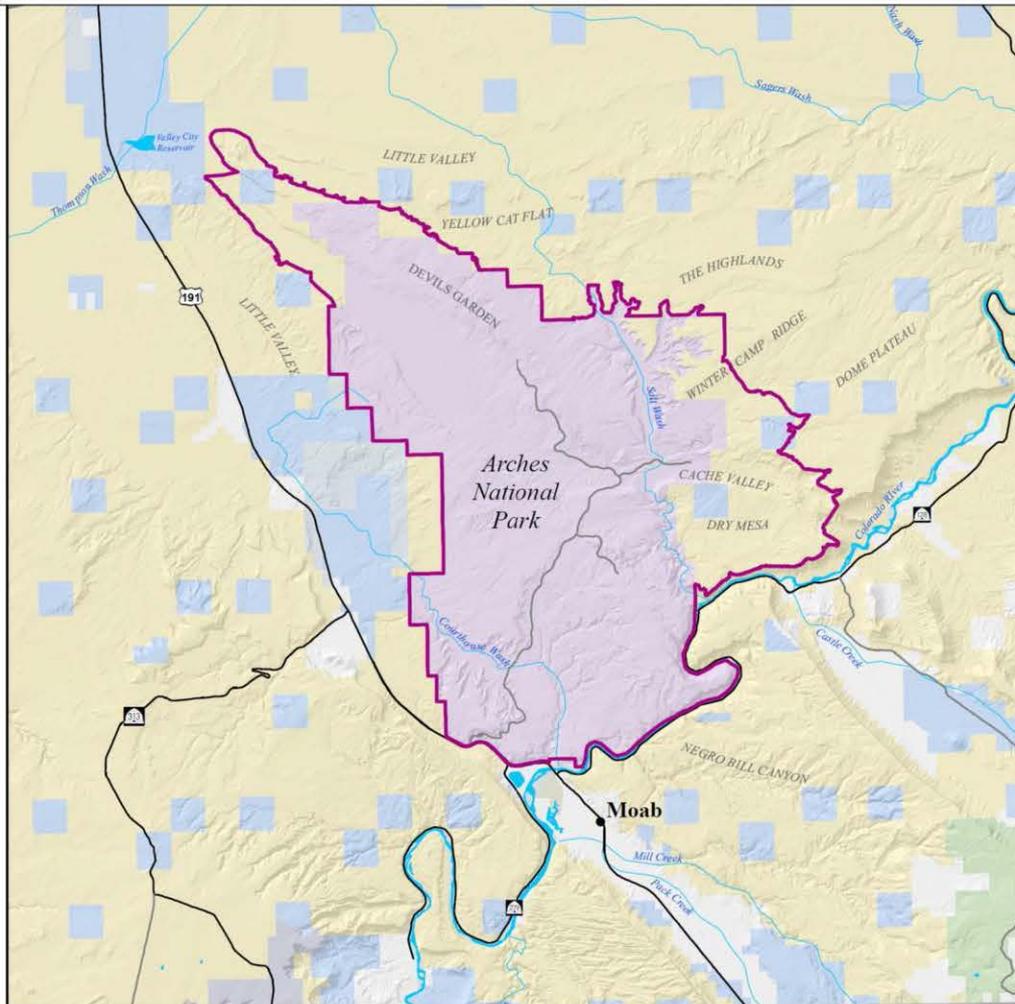




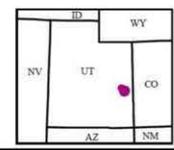
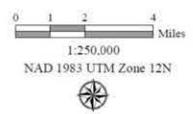


# ARCHES NATIONAL PARK COMPLETION PROPOSAL

## NATIONAL PARKS CONSERVATION ASSOCIATION



- |  |  |                                |
|--|--|--------------------------------|
| Arches National Park Completion Proposal | Bureau of Land Management                  | State Wildlife Management Area |
| State or U.S. Highway                    | National Parks, Monuments & Historic Sites | State Trust Lands              |
| Other Road                               | National Forest                            | State Parks and Recreation     |
| River, Stream or Wash                    | Private                                    |                                |



**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**AUGUST 17, 2021**  
 Agenda Item: E

<b>TITLE:</b>	Land Use Levels of Service Analysis Request for Proposals
<b>FISCAL IMPACT:</b>	Not to exceed a total budget of \$60,000
<b>PRESENTER(S):</b>	John J.Guenther

**Prepared By:**  
**JOHN J.GUENTHER**  
**PLANNING AND ZONING**  
**DIRECTOR**

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

**SUGGESTED MOTION:**

I move to approve the posting of a Request for Proposals (RFP) for a Land Use Levels of Service Analysis for a budget not to exceed \$60,000.

**BACKGROUND:**

- Planning and Zoning is bringing forward a redraft of the General Plan for Commission consideration.
- A Unified Transportation Master Plan (UTMP) is underway and will be finalized in June 2022.
- A Land Use and Levels of service analysis could form the backbone of long range planning, with key linkages to revamped Land Use Code. The main objectives of the RFP include:
  - To analyze the current zoning and land use within the Land Use Code (LUC), the General Plan and other regulatory and policy documents;
  - Formulate long range land use descriptors with performance objectives that point toward updates to a revamped performance based LUC;
  - Establish mutual land use strategies by exchanging objectives, policies and indicators, with significant partners including National and State parks, SITLA, BLM, Forest Service, Cities (Moab and Castle Valley), San Juan County, UDOT, and USU, and State planning agencies;
  - Examine current zoning overlays within the County to articulate long range references to all elements of the General Plan (GP) and all types of land use including residential (e.g. overnight accommodation overlay; and high density); serviced commercial and industrial; parks, recreation and open space; highway commercial; and mixed use;
  - Establish levels of service and growth scenarios, tied to the County Strategic Plan, through 3 or 4 exercises – low, medium, high, that produce documents including maps, and indicators that forecast linkages between land use, infrastructure including sewer, water, storm water, and roads over cycles of 5, 10 and 20 years;

- Produce an updated land use GIS based map in concert with the land based classification color system, identifying levels of service analysis and various growth scenarios; and
- Identify public land development options and initiatives that align with County and agency policies and objectives eliciting performance criteria and measures that leverage best practices including those from jurisdictions (e.g. Emery County) and key partners.

**Attachment:**

- RFP for Land Use and Levels of Service Analysis

**REQUEST FOR PROPOSALS (RFP) FOR  
A LAND USE STUDY AND  
LEVEL OF SERVICE  
ANALYSIS**

**RFP \_\_\_\_\_**

**Professional Planning Services**

**Grand County, Utah**

**Planning and Zoning Department**

**Contact: John J.Guenther**

**[jguenther@grandcountyutah.net](mailto:jguenther@grandcountyutah.net) (435-259-1371)**

**Grand County Utah**  
**INVITATION REQUEST FOR PROPOSALS (RFP)**

Sealed proposals will be received by Grand County **until 4:00 p.m. September 17, 2021** and then publicly opened thereafter, for furnishing professional services required by Grand County and described as follows:

**RFP \_\_\_\_\_ for Professional Planning Services for Grand County, Utah**  
**Comprehensive Land Use and Levels of Service Analysis.**

The Scope of Services will include, but may not be limited to, project organization and coordination, community engagement – guided by County Planning Staff, data collection, development of the land use plan and levels of service analysis – consistent with the updated General Plan (GP), action plan for goals and prioritizations, Land Use Code (LUC) reviews and suggested updates, and final approval and adoptions, to deliver a complete: *Grand County Comprehensive Land Use and Service Analysis Plan*.

Questions or comments pertaining to this proposal must be presented in writing, or sent as e-mail to the attention of John J.Guenther, Planning and Zoning Director 125 East Center Street, Moab, Utah 84532– phone – 435-259-1371, or email [jguenther@grandcountyutah.net](mailto:jguenther@grandcountyutah.net), seventy-two (72) hours prior to the proposal opening.

Grand County, Utah is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract Documents in this regard. All procurement actions will be conducted in a manner consistent with Chapter 6a of Title 63G of (Utah Code Request for Proposals) and Grand County’s Purchasing Policy.

Envelopes containing proposals must be sealed and labeled on the outside as follows: “Proposal for Professional Planning Services, Fairhope Area Community-Based Comprehensive Land Use Plan” and may be mailed to John J.Guenther, Planning and Zoning Director 125 East Center Street, Moab, Utah 84532– phone – 435-259-1371.

All proposals shall contain original or valid digital signatures. Proposal must be received no later than 4 p.m., August 27, 2021. Firms submitting proposals are solely responsible for meeting submittal deadlines. Proposals received after the stated deadline will be deemed non-responsive and will not be considered for any contract awarded as a result of this solicitation. Proposals deemed responsive will be evaluated and an award decision will be made by the County Commission.

A contract will be awarded to the qualified applicant whose proposal is determined to be the most advantageous to the County, with price and other factors considered. The County reserves the right to reject any or all proposals, and to waive any irregularities or informalities in the proposal process.

If a contract is awarded, the company must have Workman’s Compensation Insurance on all of its employees or a waiver from the State of Utah. General Liability Insurance must be maintained to defend, indemnify, and hold the County harmless in the amount of \$1 million per occurrence and \$2 million aggregate. See RFP packet for details.

No proposals will be considered unless the Professional Services firm, whether resident or non-resident of Utah, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Utah. Furthermore, the Professional Services firm will meet all current licensing and certifications necessary to perform the scope of work. In addition, the awarded vendor, if a corporation, shall show evidence of having qualified with the Utah Department of Commerce to do business in the State of Utah <https://dopl.utah.gov/>.

**GRAND COUNTY  
REQUEST FOR PROPOSALS  
(RFP)**

**Relating to: Professional Planning Services for Grand County Land Use and Levels of Service Analysis.**

**Purpose**

The project will include, but may not be limited to, project organization and coordination, community engagement, data collection, development of the land use plan, action plan for goals and prioritizations for inclusion in the County General Plan, Land Use Code reviews and suggested updates, and final approval and adoptions, to deliver a complete: Grand County Community-Based Comprehensive Land Use Plan.

Grand County is undertaking a major update to its 2012 General Plan (GP) through two phases. A Unified Transportation Master Plan (UTMP) between the City of Moab and Grand County is underway and is due for delivery by June 2022. This Land Use project will form the backbone of the second phase of updating and link with the UTMP.

1. Phase 1 – General Plan update – Vision, Policies, Objectives and Implementation:
  - a. To identify strategic and work plans from each department, and reference group. Record current and long range objectives and outcomes, shortcomings, plans – text and graphics, and policies.
  - b. A gap analysis will outline a holistic, but high level GP and point to important Land Use Code (LUC) and other regulatory updates. A GP update and LUC outline will be presented to the County and Planning Commissions in October, for consideration, with public hearings and adoption.
  - c. Interviews of each decision maker will be conducted over the next 30 – 60 days and a draft update to the GP created for public review.
  - d. Public meetings will be scheduled in September.
2. Phase 2 – Community and Neighborhood review and update process
  1. Over a series of public engagement meetings vet the strategies, policies, objectives and outcomes in the updated GP through a series of questionnaires and meetings identifying substantive planning and development concerns that then re-inform the GP and development regulations.
  2. Community outreach - identify key community groups and associations and begin a series of feedback sessions based on the following process. The first two phases are guided by the planning department, while the last phase brings departments to a series of meetings to discuss strategies.
    - a. Listening;
    - b. Clarification; and
    - c. Strategies.

This Project Scope of Work for the Land Use Plan and Levels of Service analysis includes the following:

1. Analyze the current zoning and land use within the Land Use Code (LUC), the General Plan and other regulatory and policy documents;
2. Formulate long range land use descriptors with performance objectives that point toward updates to a revamped performance based LUC;
3. Establish mutual land use strategies by exchanging objectives, policies and indicators, with significant partners including National and State parks, SITLA, BLM, Forest Service, Cities (Moab and Castle Valley), San Juan County, UDOT, and USU, School District, Health Region and State planning agencies;

4. Examine current zoning overlays within the County to articulate long range references to all elements of the General Plan (GP) and all types of land use including residential (e.g. overnight accommodation overlay; and high density); serviced commercial and industrial; parks, recreation and open space; highway commercial; and mixed use;
5. Establish levels of service and growth projections through 3 scenarios – low, medium, high; producing documents including maps, and indicators that forecast linkages between land use, and all planning elements including sewer, water, storm water, roads, trails, hazard lands (e.g. steep slopes, flood prone), environmentally sensitive lands, view corridors, over cycles of 5, 10 and 20 years;
6. Produce updated land use GIS based maps in concert with the land based classification color system, identifying levels of service and various growth scenarios;
7. Identify public land development options and initiatives that align with County and agency policies and objectives eliciting performance criteria and measures that leverage best practices including those from jurisdictions (e.g. Emery County) and key partners;
8. Project Organization and Coordination- steering committee, orientation meeting, website development, steering committee meetings, project coordination meetings, and status update meetings. The County will lead the public and stakeholder engagement outreach including contact lists, logistics, facilitation, and meeting summaries;
9. Community Engagement-workshop led by Grand County, workshop results with questionnaire, focus group meetings, milestone updates, work session, community open house using mapping and 3D visualization tools;
10. Community Fact-book (background documents provided by the County) - plan reviews, studies, audit of existing codes, data collection, community survey, population analysis, existing land use analysis, community design analysis, transportation analysis, infrastructure analysis, economic analysis, housing analysis, natural and cultural resource analysis, draft community fact-book, final community fact-book;
11. Community Land Use Plan- visioning from community engagement, land use element, community design element, connectivity and mobility elements, economic and community development, community facilities and services, natural and cultural resources, infrastructure, land use plan, draft community land use plan, final community land use plan;
12. Action Plan- action items and goals, prioritization of action items;
13. Community Code Review and Update- regulating plan, design and building site standards, architectural guidelines, educational workshops, highlight a framework for a draft Land Use Code update; and
14. Approval and Adoption recommendations to the steering committee, Grand County Planning Commission, and Grand County Commission.

## **Background**

The proposed Grand County Comprehensive Land Use Plan and Levels of Service analysis project will thoroughly identify, address, and anticipate the issues and concerns about how Grand County can retain its quality of life, growth management scenarios, unique character and charm, and natural resources and ecosystems while also supporting economic growth and expansion.

Failure to develop and implement a long range land use plan for the County leads to a loss and degradation of natural ecosystems within the planning jurisdictions. At-risk ecosystems include aquatic communities (shorelines, streams, wetlands, floodplains, etc.). Associated with the loss and degradation of these natural habitats are loss and degradation of their ecosystem services and functions would further increase cost and demand of community infrastructure and resources. Fundamental to the final product will be development constraints mapping and growth scenarios linked with all infrastructure and environmental conditions. Working with public lands and jurisdictional partners will articulate shared goals, policies and regulatory objectives.

Additionally, new development and haphazard growth would add significant and re-occurring financial burdens to the community through increased demands for infrastructure and resources. The long-term result of poor land use planning and insufficient regulatory framework that manages and phases development results in the loss of the current and past identity that makes the region a treasured natural resource and community.

### **Scope of Work**

**The professional planners will be responsible for meeting or exceeding the overall objectives for the requested services including:**

**Purpose:** The purpose of this project is to develop a comprehensive land use plan and levels of service analysis that recognizes community concerns and issues and translates this information into a clear framework, plan and course of actions supporting community growth in a responsible, sustainable and resilient manner. The Grand County comprehensive land use plan will recognize the interconnectivity of all stakeholders, community concerns and issues to guide future land use activities and code updates for the purpose of protecting and preserving the culture, heritage and natural resources within the planning jurisdiction of Grand County, while working to develop shared objectives with all public land and jurisdictional entities identified in the Purpose Section.

Work: The Work will include the following:

### **PROFESSIONAL PLANNING SERVICES**

The basic service provided will be as follows:

#### **Task #1 – Collecting and assessing data and information and engaging in community outreach with the County as the lead facilitator, documenter and logisticians (12 months)**

1. Project Organization and Coordination- steering committee, orientation meeting, website development, steering committee meetings, project coordination meetings, status update meetings;
2. Community Engagement-workshop, workshop results with questionnaire, focus group meetings, milestone updates, work session, community open house; and
3. Community Fact-book (background documents provided by the County) - plan reviews, studies, audit of existing codes, data collection, community survey, population analysis, existing land use analysis, community design analysis, transportation analysis, infrastructure analysis, economic analysis, housing analysis, natural and cultural resource analysis, draft community fact-book, final community fact-book.

#### **Task #2 – Developing Task #1 factors into a comprehensive plan and legal foundation to implement that plan. (12 months)**

4. Community Land Use Plan- visioning from community engagement, land use element, community design element, connectivity and mobility elements, economic and community development, community facilities and services, natural and cultural resources, infrastructure, land use plan, draft community land use plan, shared vision and land use strategies with all stakeholders, and final community land use plan;
5. Action Plan- action items and goals, prioritization of action items;
6. Community Code Review and Update- regulating plan, design and building site standards, architectural guidelines, educational workshops, draft framework for the Land Use Code – not a final document; and
7. Approval and Adoptions facilitated by County staff - steering committee, planning commission, city council

## Request for Proposals

A lump sum, fixed price fee will be required. Planning services for all stages of the project are required. The preparation of all documents must be consistent with Local, State and Federal regulations. Proposals will be evaluated and ranked on the basis of the following criteria:

1. Qualifications, knowledge and expertise regarding the proposed Scope of Work- 20 points
2. Resources and availability- 20 points
3. Experience of proposed key personnel- 20 points
4. Previous experience in working with locality- 20 points
5. Cost of services to be provided- 20 points

Total possible points to be achieved: 100

**A Hard Copy** of the proposal along with a digital copy on a USB drive must be submitted by the deadline. Firms submitting proposals are solely responsible for meeting submittal deadlines. Proposals received after the stated deadline will be deemed non-responsive and will not be considered for any contract awarded as a result of this solicitation.

### Format

Proposals should include the following:

1. Cover Letter

The Respondent shall prepare a cover letter, not exceeding two pages in length, which summarizes the key points in the proposal. It should include the full name of the firm or joint venture members and all proposed sub-consultants. If the Respondent is made up of more than one firm, the legal relationship between those firms must be described. The cover letter must include a statement committing the availability of the key personnel to perform the work. The cover letter must be signed by a person who is also authorized to sign a Contract with the County.

If the Respondent believes any information, data, process or other material in its proposal should be considered by the County to be confidential or proprietary, the Respondent shall identify that material with specificity as to the page and paragraph and on what basis the material is believed to be proprietary or confidential.

2. Information that provides all information necessary for the Review Committee to evaluate the rating criteria listed above

1. Qualifications, knowledge and expertise regarding the proposed Scope of Work- 20 points
2. Resources and availability- 20 points
3. Experience of proposed key personnel- 20 points
4. Previous experience in working with locality- 20 points
5. Cost of services to be provided- 20 points

3. Proposed Work Plan/Project Schedule

4. Firm Previous Project Experience

All projects listed in this section must have been completed by the firm using current employees. List the names of key employees for each project. **Do not include projects for which key project personnel are no longer employed by the firm.** Projects for which experience was gained by individuals during previous employment should be indicated in the next section.

For each qualifying project, include the following information in tabular form:

- Project name
- Location
- Client, address, telephone number
- Date completed
- Brief narrative description of the project

5. Individual Project Experience

This section must follow the same general format as for the firm project experience, but is intended for projects for which experience was obtained while individuals were employed elsewhere.

For each qualifying project, include a brief narrative and the following information in tabular form: project name, location, client, current employees who had key management or staff roles, employer during the project, and a client reference.

6. Sub-consultants

Describe the qualifications of each sub-consultant which the Respondent plans to retain to perform work or who will provide individuals which specific expertise. Describe the type of work which will be assigned to each sub-consultant and the estimated percentage of the total Agreement value that each sub-consultant will perform.

Prior to contract execution, the selected contractor must provide evidence of compliance with these steps in the selection of sub-consultants.

7. Additional Information

The Respondent is invited to describe any particular aspects of its organization or proposal which, by way of background, experience, unique qualifications, or other basis, sets it apart from the competition in its ability to accomplish this particular Scope of Services.

**Selection Process and Schedule**

The provision of the Professional Planning Services for the Grand County Land Use Plan and Level of Service analysis will require a multi-disciplined firm that is capable of performing a wide variety of tasks and managing specialized sub-consultant firms where necessary to properly complete the tasks assigned.

The procedure to be used in the selection process is described in the following steps.

- Step 1. Proposals from firms responding to the Request for Proposals will be reviewed and evaluated. This review will be performed by a committee appointed by the Grand County Commission. The selection committee will identify a shortlist of consultant candidates based on the evaluation criteria.
- Step 2. At the discretion of the County, short-listed consultant candidates may be required to participate in an interview with the project selection committee or other County senior staff. If this step is used, the Respondent's representative presentation and interview must be the staff member who will be assigned to this Contract. Candidate firms will be limited to three participants in the interview and permitted to present a maximum 5-page handout to the selection committee.
- Step 3. The project selection committee will rank the firms separately based on the

results of any interview conducted and the selection criteria. The Committee may negotiate with more than one respondent.

Step 4. The selected consultant will enter into negotiations with the County to develop a detailed scope of work, cost schedule, and the contract terms and conditions.

Following is a tentative schedule for the selection process. The schedule is **subject to change**.

August 20, 2021	Request for Proposals advertised
September 17, 2021	Proposals submitted by candidate firms or individuals
September 20, 2021 (week)	Interviews conducted (if required)
September 27, 2021	Selection
October 5, 2021	Contract on County Commission agenda for approval

**NO SUBMITTALS WILL BE ACCEPTED AFTER THE STATED DEADLINE.**

### **Evaluation**

Each element of the RFP will be evaluated by each member of the selection committee and assigned a score. A Respondent's final score will be determined by averaging the total ranking assigned from all selection committee members to each Respondent.

### **Sub-consultants**

It is expected that the prime consultant may assemble a team of sub-consultants that provide an adequate range of resources to undertake the variety of assignments described in the Scope of Work. The resources and capabilities of each member of the sub-consultant team must be described in the RFP.

The proposed team of sub-consultants will be reviewed by the County during the selection process. Once a consultant team has been selected to begin contract negotiations, the prime consultant will be required to obtain written approval from the County for each of the sub-consultants on the team before negotiations can be completed.

No funds will be committed nor any services rendered until the County approves the sub-consultants. The County reserves the right to reject any proposed sub-consultant and to request that the selected prime consultant review other candidate firms for a particular area of responsibility.

### **Miscellaneous**

1. RFP is not to be construed as a contract or a commitment of any kind, nor does it commit the County to pay for any costs incurred in the preparation of a submission or of any costs incurred prior to the execution of a formal contract.
2. In the event that a mutually agreeable contract cannot be negotiated between the consultant and the County, the County reserves the right to select an alternate consultant.
3. The County reserves the sole right to (1) evaluate submittals; (2) waive any irregularities therein; (3) select candidates for selection interviews; (4) request supplemental or additional information as deemed necessary; (5) contact others to verify information provided in the submittal; or (6) reject any and all submittal(s), should it be deemed in the best interest of the the County.

4. No debriefings by County staff to unsuccessful submitters will occur until after the award of a contract by the County Commission to the recommended team.

**Insurance**

**1.1. NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE COUNTY.**

**1.2 Worker’s Compensation and Employers Liability**

Part One: Statutory Benefits as required by the State of Utah

Part Two: Employers Liability \$1,000,000 Each Accident  
\$1,000,000 Each Employee  
\$1,000,000 Policy Limit

**1.3 Commercial General Liability**

Coverage on an Occurrence Form with a combined single limit (Bodily Injury and Property Damage combined) as follows:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/completed Operation Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Coverage to Include;

- Premises and operations
- Personal Injury and Advertising Injury
- Products/completed Operations
- Independent Contractors
- Blanket Contractual Liability
- Broad Form Property Damage

**1.4 Automobile Liability**

Covering all Owned, Non-Owned, and Hired vehicles with a combined single limit (bodily injury and property damage combined) of \$1,000,000 each accident.

**1.5 Professional Liability (Errors and Omissions)**

Coverage shall be maintained during design, construction and for two (2) years after completion and acceptance by the **COUNTY**.

Limits of Liability:	
Each claim	\$1,000,000
Aggregated	\$1,000,000

Each policy shall name the COUNTY as an Additional Insured. Liability insurance as required by this contract to provide cross-liability coverage.

**1.6 Certificate of Insurance** A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the **COUNTY PRIOR** to commencement of any work on the Contract. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation to the **COUNTY**. The project number on which the **SERVICE PROVIDER** is working must be included in the description section of the Certificate. Grand County will be listed as an Additional Insured under the **SERVICE PROVIDER’S** general liability insurance and automobile liability insurance policies, and all other applicable policies, and certificates of insurance provided.

**Agenda Summary**  
**GRAND COUNTY COMMISSION**  
**August 17, 2021**  
 Agenda Item: F

<b>TITLE:</b>	Adopting a Resolution Repealing Resolution No. 2248 (1995) in relevant part and Approving the Hideaway Estates Subdivision Final Plat and SIA
<b>FISCAL IMPACT:</b>	N/A
<b>PRESENTER(S):</b>	Planning and Zoning Department

**Prepared By:**  
**GRAND COUNTY**  
**PLANNING &**  
**ZONING**

**FOR OFFICE USE ONLY:**

**Attorney Review:**

Complete

**STATED MOTION :**

I move to adopt the proposed Resolution repealing Resolution No. 2248 in relevant part to remove Tract 1 and approving the Final Plat for the Hideaway Estates Subdivision and Subdivision Improvements Agreement, with the following conditions:

1. Continued compliance with the County Engineer’s requirements;
2. The Owner shall record the SIA simultaneously with the Final Plat in the Recorder’s Office; and
3. The Owner shall submit an acceptable completion assurance bond for the incomplete public improvements and infrastructure warranty bond for completed accepted public improvements as established in the SIA to the County in the amounts set forth in the SIA prior to recordation of the Final Plat.

**PLANNING COMMISSION RECOMMENDATION: APPROVE**

At a public meeting of the Planning Commission on July 27, 2020, the Planning Commission voted 7-0 to approve the preliminary plat for Hideaway Estates Subdivision and forward a favorable recommendation to the County Commission for final plat approval.

**STAFF RECOMMENDATION: APPROVE**

Applicant has met all requirements of final plat approval for this project. Review and consider application materials provided to the County Commission related to the proposed application. This is an administrative decision. Staff recommends the County Commission adopt the final plat for Hideaway Estates with the condition listed above.

**BACKGROUND:**

See Staff Report

**ATTACHMENT(S):**

- Staff Report
- Proposed Resolution
- Resolution 2248
- Final Plat
- SIA

- CCRs
  - Grading & Improvement Plan (Available Upon Request)
  - Drainage Report (Available Upon Request)
  - DRT Letter and Response (Available Upon Request)
  - Title Report (Available Upon Request)
-



# STAFF REPORT

**TO:** Grand County Commission

**SUBJECT:** Hideaway Estates Subdivision (1640 Murphy Lane, Parcel 02-0017-0048)

---

**PROPERTY OWNER:** Gail and Leslie Ellison, Kurt Ottman, and Christine Malone

**PROP. OWNER REP:** Leslie Ellison

**ENGINEER:** SET Engineering

**PROPERTY ADDRESS:** 1640 Murphy Lane

**SIZE OF PROPERTY:** 3.18 acres

**EXISTING ZONE:** LLR

**EXISTING LAND USE:** Residential

**ADJACENT ZONING AND LAND USE(S):** LLR, Residential

---

## APPLICATION TYPE

Final Plat

**STAFF RECOMMENDATION:** Approve with Conditions

*Comments (optional):* This subdivision currently has a resolution in place from 1995 prohibiting subdivision due to proximity to the floodplain. FEMA flood mapping has become much more detailed and the applicant has shown buildable area outside of the flood zone, making the old resolution defunct. The final plat resolution will include a repeal of the original resolution as to this property to allow the subdivision.

## APPLICATION PROCEDURE

*Decision Type:* Choose an item.

*Public Notices:*  Public Meeting at:

Planning Commission

County Council

Public Hearing at:

Planning Commission

County Council

*Attachments:*

Approval Letters

Site Plan

Landscape Plan

Vicinity Map

Legal Notice

Legal Description

Public Comments

Agency Comments

Response to Standards

Other: Click or tap here to enter text.

---

## SUMMARY OF REQUEST

This is a four (4) lot subdivision for a 3.18 acre lot on Murphy Lane. The lot is zoned large lot residential at a density allowed of 2 / acre. The applicant's request is well within allowable density. The applicant has worked with the floodplain administrator and road supervisor to ensure that appropriate drainage easements have been dedicated from Murphy Lane to Pack Creek. Applicant has also worked with the neighbor to dedicate an existing access as an easement for the neighboring property. Appropriate ROW width is shown for Murphy Lane and the applicant will bond for improvements. The private access tract shown will be owned in common, for which CCRs are included. Detention basins are shown on the grading plan and have been approved by the County Engineer.

## SITE IMPROVEMENTS / ADDITIONS / CHANGES

Half-width on Murphy Lane will be improved or bonded for. All utility easements have been dedicated and applicant will be able to extend utilities to serve each lot.

### **PLANNING COMMISSION CONSIDERATIONS FOR APPROVAL**

Planning Commission approved the Preliminary Plat for Hideaway Estates Subdivision located at 1640 Murphy Lane, parcel number 02-0017-0048 on July 27, 2020 conditioned on the following:

- Repeal and replacement of Resolution 2248 at Final Plat to allow subdivision on Tract 1 of the Howarth Tracts due to new flood mapping

### **CONSIDERATIONS FOR APPROVAL, DENIAL, AND/OR POSTPONEMENT**

#### **9.5.2 D. Review by The County Commission**

##### **3. Approval by County Commission**

The Zoning Administrator shall provide a copy of the decision to the applicant by mail within 10 days of the Planning Commission's decision. After the County Commission has determined that the plat is in proper form, that any conditions of the preliminary plat are satisfied, that the arrangement of the development proposed for the property being subdivided is consistent with zoning regulations, and that the subdivision complies with the provisions of this LUC, it shall act to approve the plat.

### **COMPATABILITY WITH GENERAL PLAN**

This subdivision is generally supported by the General Plan.

### **COMPATABILITY WITH LAND USE CODE (ZONING)**

Property is zoned LLR, and this subdivision is allowed in that zone.

### **LAND USE CODE REFERENCE SECTIONS**

Article 7, Subdivision Standards

Article 9, Final Plat

### **PROPERTY HISTORY**

There is currently one single family residence on the property that will remain and become a part of the proposed subdivision.

**GRAND COUNTY, UTAH**  
**RESOLUTION NO. \_\_\_\_\_ (2021)**

**REPEALING RESOLUTION NO. 2248 (1995) IN RELEVANT PART AND  
APPROVING THE FINAL PLAT AND SUBDIVISION IMPROVEMENTS  
AGREEMENT FOR THE OF HIDEAWAY ESTATES SUBDIVISION**

**WHEREAS**, pursuant to Utah Code § 17-50-302, the County Council has the legal authority to implement flood control measures to reduce future flood losses, which enables the County to participate in the National Flood Insurance Program (NFIP);

**WHEREAS**, the previously named Grand County Council (“County Council”) adopted Resolution No. 2248 on May 15, 1995 which granted subdivision exemption to the parcels known as the Howarth Tracts and prohibited future subdivision due to their location in the floodplain;

**WHEREAS**, on October 15, 2019, the County Council repealed and replaced it’s Floodplain Ordinance No. 526 with Ordinance No. 598 to update the County’s floodplain management regulation to be consistent with statutory amendments;

**WHEREAS**, the County Council adopted the Grand County General Plan (“General Plan”) on April 6, 2004, with Resolution No. 2654, as amended by Resolution No. 2976;

**WHEREAS**, the County Council adopted the Grand County Land Use Code (“LUC”) on January 4, 1999 with Ordinance No. 299, as amended by Ordinance No. 468, for the purpose of regulating land use, subdivision and development in Grand County in accordance with the General Plan;

**WHEREAS**, the flood mapping technologies have improved such that there are developable parcels now possible on the original Howarth Tracts and the Grand County Commission wishes to repeal the subdivision prohibition.

**WHEREAS**, Kurt Ottmann, Christine Malone, Leslie Ellison, Gail J. Ellison (collectively “Owner”) are the owners of record of real property known as Parcel No. 02-0017-0048, specifically described by metes and bounds as follows:

Beginning at a point in Murphy Lane which bears South 1009.73 feet (R=1009.5') and West 1008.45 feet (R=1008.3 feet) from the Northeast corner Section 17, Township 26 South, Range 22 East, Salt Lake Base and Meridian; and proceeding thence South 49°02'00" East 239.50 feet; thence South 40°58'00" West 143.92 feet (R=151.9 feet); thence North 49°02'00" West 50.80 feet; thence South 40°58'00" West 162.30 feet; thence South 41°14'00" West 308.50 feet (R=South 40°58' West); thence North 43°09'00" West 70.74 feet (R= North 43°25' West 68.7 feet); thence North 00°21'00" East 203.70 feet (R=North 00°05' East); thence North 05°14'36" East 121.51 feet (R=North 05°12'04" East 121.60 feet); thence with the boundary in common with the RFMTC LLC Tract North 13°40'00" East 173.60 feet to a rebar and cap; thence with the

boundary in common with the Kirby Tract South 49°02'00" East 166.20 feet to a rebar and aluminum cap; thence North 40°58'00" East 200.00 feet to the point of beginning.

**WHEREAS**, the Property is zoned Rural Residential (RR) as more specifically described in the Grand County Land Use Code;

**WHEREAS**, the Grand County Planning Commission reviewed and approved the Preliminary Plat for Hideaway Estates at a public meeting on July 27, 2020;

**WHEREAS**, the Grand County Commission considered the subdivision plat at a public meeting on August 17, 2021;

**NOW, THEREFORE, BE IT RESOLVED** that the Grand County Commission does hereby:

1. Repeal Resolution No. 2248 (1995) to remove Tract 1;
2. Approve the Final Plat and Subdivision Improvements Agreement for the Hideaway Estates Subdivision conditioned on the following:
  - a. Continued compliance with the County Engineer's requirements;and
  - b. The Owner shall record the SIA simultaneously with the Final Plat in the Recorder's Office;
  - c. The Owner shall submit an acceptable completion assurance bond for the incomplete public improvements and infrastructure warranty bond for completed accepted public improvements as established in the SIA to the County in the amounts set forth in the SIA prior to recordation of the Final Plat.

**APPROVED** by the Grand County Commission in open session on August 17, 2021 by the following vote:

*Those voting aye:* \_\_\_\_\_

*Those voting nay:* \_\_\_\_\_

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

**Grand County Commission**

**ATTEST:**

\_\_\_\_\_  
Mary McGann, Chairperson

\_\_\_\_\_  
Quinn Hall, Grand County Clerk/Auditor

433890

Entry No. 5-19-95 9:19 AM  
Recorded 5-19-95  
Bk. 475 Pg. 78 Fee N/A  
79

RESOLUTION NO. 2248

Mallene Masher  
Recorder of Grand County

**A RESOLUTION GRANTING SUBDIVISION EXEMPTION  
for the following described property:**

**WHEREAS**, Don S. and Mary E. Howarth have requested a subdivision exemption for the following described piece of property:  
Beginning at a corner which bears S 82 degrees 09'W 265.0 ft. from the NW corner Government lot 2 Section 16, T26S, R22E, SLB & M, and proceeding thence S 67 degrees 52'W 210.0 ft. to a corner thence N 27 degrees 14'W 105.6 ft. to a corner thence S 36 degrees 53'W 119.8 ft. to a corner, thence N 45 degrees 38'W 74.5 ft to a corner, thence N 22 degrees 15'W 137.6 ft. to a corner, thence N 47 degrees 53'W 143.3 ft. to a corner, thence N 57 degrees 29'W 106.0 ft. to a corner, thence N 74 degrees 33'W 51.6 ft. to a corner, thence S 82 degrees 41'W 108.1 ft. to a corner, thence N 60 degrees 50'W 77.3 ft. to a corner, thence N 43 degrees 25'W 306.8 ft. to a corner, thence N 0 degrees 05'E 203.7 ft. to a corner, thence N 5 degrees 43'E 122.6 ft to a corner, thence S 59 degrees 11'E 457.4 ft. to a corner, thence S 22 degrees 03'E 195.0 ft to a corner, thence S 86 degrees 03'E 198.9 ft. to a corner, thence S 47 degrees 04'E 215.0 ft to a corner, thence S 5 degrees 06'W 87.1 ft to a corner, thence S 30 degrees 00'E 86.7 ft to a corner, thence N 65 degrees 33'E 117.7 ft to a corner, thence S 76 degrees 23'E 99.6 ft. to a corner, thence S 7 degrees 49'W 126.8 ft. to the point of beginning.

**WHEREAS**, imposing the requirements of the Subdivision Ordinance would provide no special benefit to the County nor to the property owner the Grand County Council approves the request for subdivision exemption, and

**NOW THEREFORE RESOLVES AS FOLLOWS:** a) that the above described piece or property be exempt from the subdivision requirements governed by Ordinance No. 255, Article II, Section 9.1.b.2. The tracts created do not have legal access. It is the intention of the developer and Grand County that these tracts are to be extensions of those properties immediately adjacent to the Northeast, and is hereby approved, ratified, accepted, and made effective this 15th day of May, 1995.

b) a portion of this tract is within the Floodplain of Mill Creek and the construction of, or, otherwise placing of any structure, within the Floodplain is prohibited.

Passed by the board of County Council on the 15th day of May, 1995.

ATTEST:

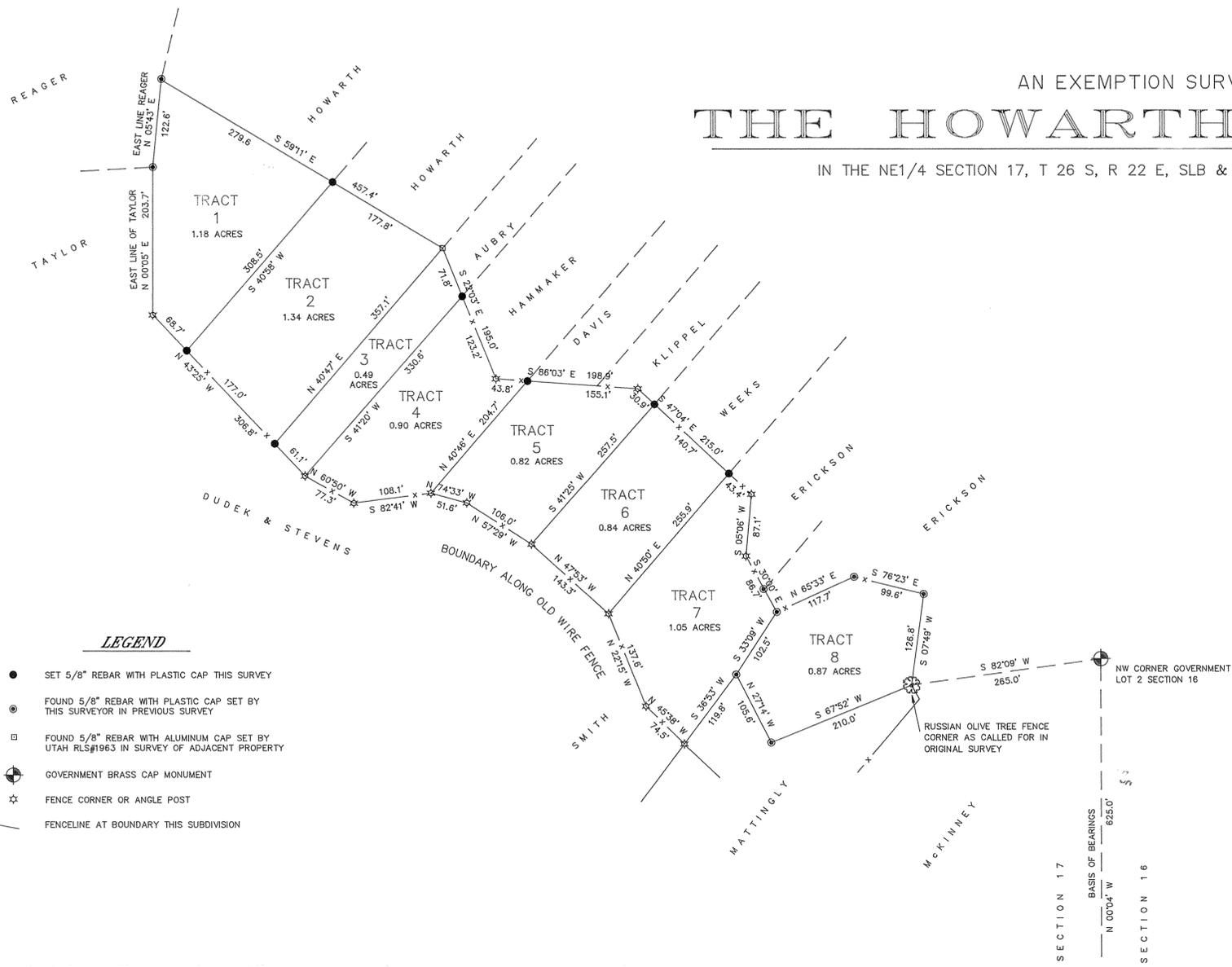
Fran Townsend  
FRAN TOWNSEND, CLERK/AUDITOR

COUNTY COUNCIL

Ken Ballantyne  
KEN BALLANTYNE, CHAIRMAN

# AN EXEMPTION SURVEY OF THE HOWARTH TRACTS

IN THE NE1/4 SECTION 17, T 26 S, R 22 E, SLB & M, GRAND COUNTY, UTAH

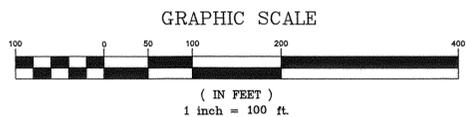
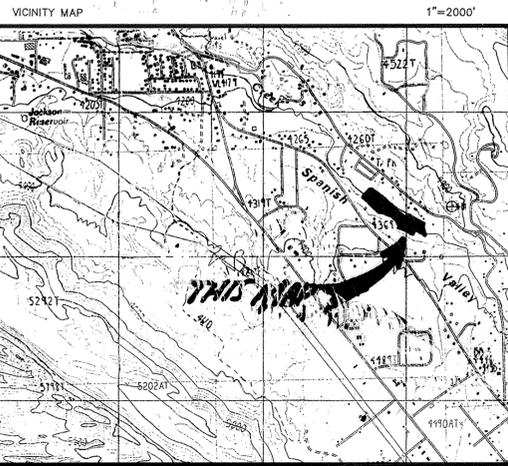


### LEGEND

- SET 5/8" REBAR WITH PLASTIC CAP THIS SURVEY
- ⊙ FOUND 5/8" REBAR WITH PLASTIC CAP SET BY THIS SURVEYOR IN PREVIOUS SURVEY
- FOUND 5/8" REBAR WITH ALUMINUM CAP SET BY UTAH RLS#1963 IN SURVEY OF ADJACENT PROPERTY
- ⊕ GOVERNMENT BRASS CAP MONUMENT
- ☆ FENCE CORNER OR ANGLE POST
- FENCELINE AT BOUNDARY THIS SUBDIVISION

### NOTES

1. WHERE FENCELINES ARE SHOWN HEREON THEY CONSTITUTE BOUNDARY LINES.
2. THE TRACTS CREATED BY APPROVAL AND FILING OF THIS EXEMPTION SURVEY DO NOT HAVE LEGAL ACCESS. IT IS THE INTENTION OF THE DEVELOPER AND GRAND COUNTY THAT THESE TRACTS ARE TO BE EXTENSIONS OF THOSE PROPERTIES IMMEDIATELY ADJACENT TO THE NORTHEAST.



**SURVEYOR'S CERTIFICATE**

I, TIMOTHY M. KEOGH, DO HEREBY CERTIFY THAT I AM A REGISTERED UTAH LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 171004 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, AND I FURTHER CERTIFY THAT UNDER AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO THOSE TRACTS, HERE-AFTER TO BE KNOWN AS THE HOWARTH TRACTS, AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

### BOUNDARY DESCRIPTION

DESCRIPTION OF A PARCEL OF LAND IN THE NE1/4 SECTION 17, T 26 S, R 22 E, SLB & M GRAND COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A CORNER WHICH BEARS S 82° 09' W 265.0 FT. FROM THE NW CORNER GOVERNMENT LOT 2 SECTION 16, T 26 S, R 22 E, SLB & M, AND PROCEEDING THENCE S 67° 52' W 210.0 FT. TO A CORNER, THENCE N 27° 14' W 105.6 FT. TO A CORNER, THENCE S 36° 53' W 119.8 FT. TO A CORNER, THENCE N 45° 38' W 74.5 FT. TO A CORNER, THENCE N 22° 15' W 137.6 FT. TO A CORNER, THENCE N 47° 53' W 143.3 FT. TO A CORNER, THENCE N 57° 29' W 106.0 FT. TO A CORNER, THENCE N 74° 33' W 51.6 FT. TO A CORNER, THENCE S 82° 41' W 108.1 FT. TO A CORNER, THENCE N 60° 50' W 77.3 FT. TO A CORNER, THENCE N 43° 25' W 306.8 FT. TO A CORNER, THENCE N 0° 05' E 203.7 FT. TO A CORNER, THENCE N 5° 43' E 122.6 FT. TO A CORNER, THENCE S 59° 11' E 457.4 FT. TO A CORNER, THENCE S 22° 03' E 195.0 FT. TO A CORNER, THENCE S 88° 03' E 198.9 FT. TO A CORNER, THENCE S 47° 04' E 215.0 FT. TO A CORNER, THENCE S 5° 06' W 87.1 FT. TO A CORNER, THENCE S 30° 00' E 86.7 FT. TO A CORNER, THENCE N 65° 33' E 117.7 FT. TO A CORNER, THENCE S 76° 23' E 99.6 FT. TO A CORNER, THENCE S 7° 49' W 126.8 FT. TO THE POINT OF BEGINNING. CORNERS AND BOUNDARY LINES OF THIS PARCEL ARE MONUMENTED AND FENCED AS SHOWN ON THE ATTACHED PLAT.  
SEE ATTACHED PLAT FOR THE BASIS OF BEARINGS FOR THIS SURVEY.

DATE Feb. 22, 1995

  
 TIMOTHY M. KEOGH  


### OWNERS & MORTGAGEE'S DEDICATION

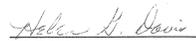
KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_, THE UNDERSIGNED OWNER( ) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SURVEYED INTO THOSE TRACTS HEREAFTER TO BE KNOWN AS

### THE HOWARTH TRACTS

IN WITNESS WHEREOF \_\_\_\_\_ HAVE HEREUNTO SET \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 19\_\_\_\_

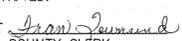
### ACKNOWLEDGMENT

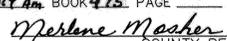
STATE OF UTAH  
COUNTY OF \_\_\_\_\_  
ON THE 5th DAY OF May, A.D., 1995 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF \_\_\_\_\_ IN SAID STATE OF UTAH, THE SIGNER(S) OF THE ABOVE OWNERS DEDICATION, \_\_\_\_\_ IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT They SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES 12-12-97  
  
 NOTARY PUBLIC  
 RESIDING IN \_\_\_\_\_ COUNTY

PREPARED BY  
**KEOGH LAND SURVEYING**  
 45 EAST CENTER STREET  
 MOAB, UTAH 84532

DATE: 2-22-95 HOWARTH.DWG  
 DRAWN BY: TMK CHECKED BY: TMK KR

**COUNTY COUNCIL APPROVAL**  
 PRESENTED TO THE Grand County Council  
 THIS 1 DAY OF May, A.D. 1995. EXEMPTION APPROVED.  
 ATTEST  COUNTY CLERK  CHAIRMAN, GRAND COUNTY COUNCIL

**COUNTY RECORDER NO.**  
 STATE OF UTAH, CO. OF Grand, RECORDED AT THE REQUEST OF  
 DATE 5/19/95 TIME 9:19 AM BOOK 475 PAGE 79 FEE \_\_\_\_\_  
 COUNTY RECORDER



88 East Center Street  
Moab, UT 84532  
435.259.8171

NOT VALID WITHOUT ORIGINAL SIGNATURE

STANDARD LEGEND

- PROPERTY LINES
ADJOINING PROP.
BUILDING SETBACKS
EASEMENTS
FLOOD ZONE
BUILDABLE AREA
LOTS 1, 2, 3, & 4
PROP. CORNER FOUND
PROP. CORNER SET
RECORD DATA
MEASURED DATA
SECTION MONUMENT

PROJECT TYPE: FINAL SUBDIVISION PLAT

PROJECT ADDRESS: 1640 Murphy Lane, Moab, Utah 84532

PROJECT LOCATION: GRAND COUNTY, UTAH

PREPARED FOR: Leslie Ellison & Gail J. Ellison

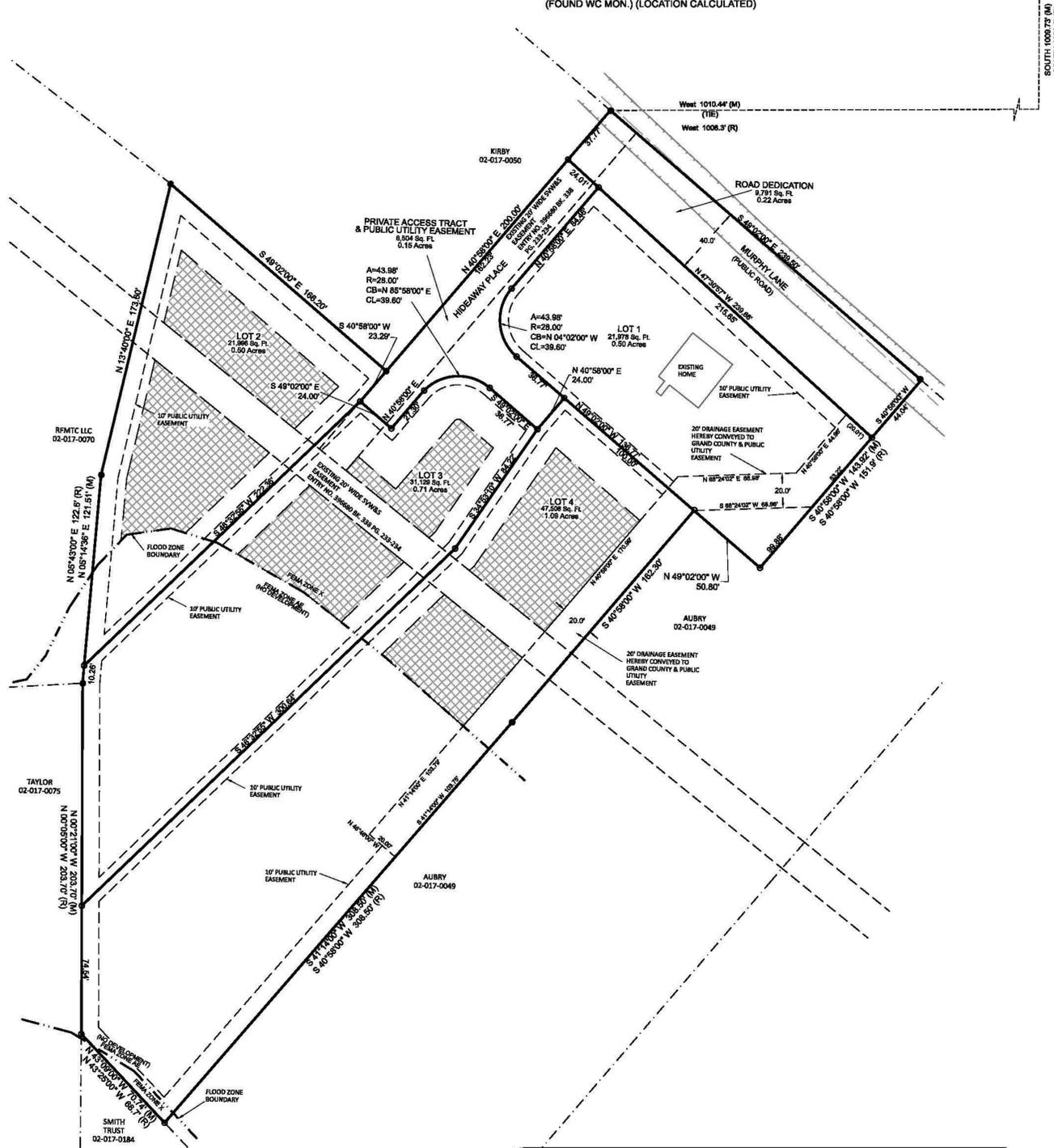
SHEET 1 OF 1

DATE: 7/26/2021

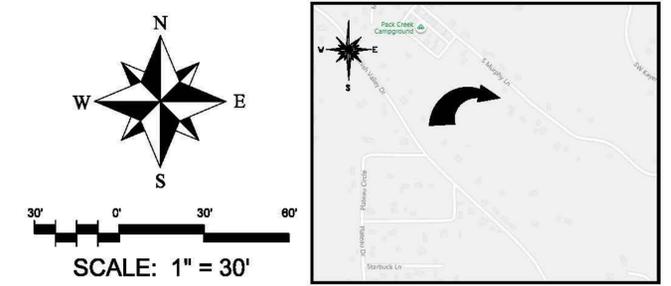
JOB NUMBER: 174-19

FINAL PLAT HIDEAWAY ESTATES

A SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 17, T26S, R22E, SLB&M



NORTH 1/4 CORNER SECTION 17, T26S, R22E, SLB&M (FOUND WC MON.) (LOCATION CALCULATED)
N 88°15' E 2841.8' (BASIS OF BEARING)
NORTHEAST CORNER SECTION 17, T26S, R22E, SLB&M (FOUND MON.)



SCALE: 1" = 30'

SURVEYOR'S CERTIFICATE

SURVEYOR'S CERTIFICATION
I, Lucas Blake, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7540504, as prescribed under the laws of the State of Utah...

Lucas Blake
License No. 7540504

LEGAL DESCRIPTION

Beginning at a point in Murphy Lane which bears South 1009.73 feet (R=1009.5'); then West 1008.45 feet (R=1008.3 feet) from the Northeast corner Section 17, T26S R22E, SLM, and proceeding thence South 49°02'00" East 239.50 feet; then South 40°58'00" West 143.92 feet (R=151.9 feet); then North 49°02'00" West 50.80 feet; then South 40°58'00" West 162.30 feet; then South 41°14'00" West 308.50 feet (R= S 40°58' W); then North 43°09'00" West 70.74 (R=N 43°25' W 68.7 feet); then North 00°21'00" East 203.70 feet (R=N 00°05'E); then North 05°14'36" East 121.51 feet (R= N 05°12'04" E 121.60 feet); then with the boundary in common with the RFMTC LLC Tract North 13°40'00" East 173.60 feet to a rebar and cap; then with the boundary in common with the Kirby Tract South 49°02'00" East 166.20 feet to a rebar and aluminum cap; then North 40°58'00" East 200.00 feet to the point of beginning.

having an area of 138,740.48 square feet, 3.185 acres

STANDARD NOTES

- The Owner(s), Developer(s), and or the Subdivider(s) of the Subdivision Development known as HIDEAWAY ESTATES, their respective successors, heirs, and or assigns agree to the following notes:
1. The property owner, homeowners association or an organization other than Grand County shall be responsible for the maintenance of all drainage facilities...
2. Emergency access is granted herewith over and across all roads and parking areas for all official emergency vehicles.
3. Certain Covenants and Restrictions for this property will be filed in the office of the Grand County Recorder...

Table with columns: AREA (AC), LAND USE, UNITS. Rows: 0.22 ACRES ROADWAY (MURPHY), 0.15 ACRES PRIVATE ROAD, 2.81 ACRES SINGLE FAMILY 4, TOTAL 3.18 ACRES 4

SETBACKS: RESIDENTIAL - FRONT 25', SIDE 15', REAR 20'.

EASEMENTS: 10' UTILITY EASEMENT ALONG RIGHTS-OF-WAY AND LOT LINES

DOMINION ENERGY UTAH - NOTE:

Questar Gas Company, dba Dominion Energy Utah hereby approves this plat solely for purpose of confirming that the plat contains public utility easements. Dominion Energy Utah may require additional easements in order to serve this development...

Approved this \_\_\_ day of \_\_\_, 20\_\_
By:
Title:

COUNTY ENGINEERS APPROVAL
APPROVED BY THE GRAND COUNTY ENGINEER THIS \_\_\_ DAY OF \_\_\_, 20\_\_

GRAND COUNTY COMMISSION
PRESENTED TO THE GRAND COUNTY COMMISSION THIS \_\_\_ DAY OF \_\_\_, 20\_\_ SUBDIVISION APPROVED.

COUNTY RECORDER
STATE OF UTAH, GRAND COUNTY, RECORDED AT THE REQUEST OF
DATE \_\_\_ BOOK \_\_\_ PAGE \_\_\_ FEE \_\_\_

OWNER'S DEDICATION

Know all men by these presents that the undersigned are the owners of the above described tract of land, and hereby cause the same to be divided into lots, parcels and streets, together with easements as set forth to be hereafter known as

HIDEAWAY ESTATES

and do hereby dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owners also hereby convey to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities.

LESLIE ELLISON GAIL J. ELLISON

ACKNOWLEDGMENT

STATE OF \_\_\_ COUNTY OF \_\_\_ } s.s.
ON THE \_\_\_ DAY OF \_\_\_, 20\_\_\_, PERSONALLY APPEARED BEFORE ME,

WHOM DID ACKNOWLEDGE TO ME THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME:
COMMISSION NUMBER:
MY COMMISSION EXPIRES:

OWNER'S DEDICATION

Know all men by these presents that the undersigned are the owners of the above described tract of land, and hereby cause the same to be divided into lots, parcels and streets, together with easements as set forth to be hereafter known as

HIDEAWAY ESTATES

and do hereby dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owners also hereby convey to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities.

KURT OTTMANN CHRISTINE MALONE

ACKNOWLEDGMENT

STATE OF \_\_\_ COUNTY OF \_\_\_ } s.s.
ON THE \_\_\_ DAY OF \_\_\_, 20\_\_\_, PERSONALLY APPEARED BEFORE ME,

WHOM DID ACKNOWLEDGE TO ME THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME:
COMMISSION NUMBER:
MY COMMISSION EXPIRES:

**SUBDIVISION IMPROVEMENTS AGREEMENT**  
**Hideaway Estates Subdivision**

This **SUBDIVISION IMPROVEMENTS AGREEMENT** (the “Agreement”) is made this 17th day of August 2021 (“Effective Date”) by and between **GRAND COUNTY, UTAH**, a Utah political subdivision, 125 E Center St, Moab, Utah 84532 (hereinafter referred to as “COUNTY”), and **KURT OTTMAN, CHRISTINE MALONE, LESLIE ELLISON, GAIL J. ELLISON**, a Tenancy in Common, 2004 South 2600 East, Salt Lake City, Utah 84108 (hereinafter referred to as “SUBDIVIDER”).

**RECITALS**

**WHEREAS**, SUBDIVIDER owns real property located in Grand County, Utah particularly described in *Exhibit A*, attached hereto and incorporated herein;

**WHEREAS**, COUNTY approved the Final Plat on August 17, 2021 (the “Plat”) for the Hideaway Estates Subdivision, a residential subdivision of four (4) Lots (“the Subdivision”), subject to the terms and conditions noted on the Plat and the applicable Grand County Resolution and this Agreement;

**WHEREAS**, the COUNTY and SUBDIVIDER mutually acknowledge that the matters set forth herein are reasonable conditions and requirements to be imposed by COUNTY in connection with its approval of the Plat, and that such matters are necessary to protect, promote, and enhance the public health, safety, and welfare.

**NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE MUTUAL COVENANTS, AND THE APPROVAL, EXECUTION, AND ACCEPTANCE OF THE PLAT BY THE COUNTY, IT IS FURTHER AGREED AS FOLLOWS:**

1. **IMPROVEMENTS.** SUBDIVIDER agrees to construct the “Required Improvements” as specified in the final construction plans prepared by SET Engineering, which were submitted and approved with the Plat application for the Property on April 27, 2021, as amended and updated (the “Plans”) and as provided herein. An estimate of the cost of the Required Improvements is itemized on *Exhibit B*, attached hereto and incorporated herein by this reference (the “Cost Estimate”). “Construction” and “installation” may be used interchangeably herein.
2. **DEVELOPMENT REQUIREMENTS.** SUBDIVIDER shall develop the Property, pursuant to the Plat, this Agreement, the Code, the Construction Standards, and all other applicable laws, rules and regulation under the regulatory supervision of the COUNTY. Except as otherwise specified herein, if any such authorities are in conflict, the terms of

this Agreement shall supersede and control the terms of development; provided, however, that the Plat shall supersede and control over the terms of any other authority.

3. **UTILITIES.** SUBDIVIDER shall install and bury underground all water and sewer mains, service stub-outs, stormwater drainage facilities, and electrical, natural gas, telephone and cable television lines shown in the Plans prior to construction of any overlaying street, curb, sidewalk, pedestrian/bicycle path or gutter to prevent unnecessary pavement cuts. In addition, SUBDIVIDER shall provide an as-built survey of such utilities prepared by a professional land surveyor showing horizontal and vertical locations. The COUNTY shall receive a copy of such survey prior to any backfill as a condition precedent to releasing the construction performance bond.
4. **CONSTRUCTION AND INSPECTION.** The Required Improvements shall be constructed and inspected as follows:
  - a. Notice of Commencement. SUBDIVIDER shall provide the COUNTY with one (1) week's advanced notice of commencement of construction of the Required Improvements, which notice shall describe the type of improvement being installed and the schedule for construction.
  - b. Construction Mitigation. SUBDIVIDER shall ensure that construction does not create a nuisance for surrounding property owners. As used herein, nuisance shall include dust, glare/light, and noise that is not confined to the boundaries of the property, as further regulated by Grand County Code.
    - i. Sand/Dirt. During construction, SUBDIVIDER shall use proper sand and dirt and erosion control to minimize impact on adjacent properties and maintain streets and roads in such a manner that they may be reasonably traveled upon. The COUNTY may order construction to cease or abatement measure be taken, and SUBDIVIDER shall comply with the same, when the COUNTY determines in its sole discretion that sand or dirt emanating from the Property related to construction activities is unacceptable.
    - ii. Noise. SUBDIVIDER shall confine the hours of construction operations to 7 am to 9 pm (and 9 am to 9 pm on Sunday), or as otherwise provided by the Grand County Code.
    - iii. Light/Glare. SUBDIVIDER shall comply with the requirements of Section 6.6 of the Grand County Code. Specifically, during construction, SUBDIVIDER shall fully shield all outdoor lighting, whether it be temporary for construction or permanent, and shall not place fixtures at a location, angle, or height that directs illumination outside the boundaries of the Property.
  - c. Inspection. The COUNTY may inspect the Requirement Improvements during regular business hours in its sole discretion, and no less frequently than requested by SUBDIVIDER. No excavation, facility or improvement shall be covered or buried until inspected by the COUNTY, unless such inspection is waived in writing.

- d. Notice of Violation. If the COUNTY determines that construction is not consistent with the Plans, the Code, the Construction Standards or any other applicable rules and regulations, the County shall provide SUBDIVIDER with written Notice of Violation and SUBDIVIDER shall immediately stop work until corrections are made.
- e. Notice of Failure. As soon as practical, SUBDIVIDER shall contact the COUNTY upon the failure of any performance testing, or of any issues that arise that may prevent construction from proceeding in accordance with the Plans.
- f. Final Acceptance. The COUNTY shall not approve a full release of the Improvements Collateral, as defined in Section 5, until the Required Improvements obtain final acceptance by the COUNTY pursuant to Section 9.5.5.D and E of the Code.

## 5. COLLATERAL.

- a. Improvements Collateral. Prior to recording of the Plat or commencement of construction, and to secure SUBDIVIDER'S obligations hereunder, SUBDIVIDER shall furnish a Completion Assurance/Set Aside Letter from a national banking association pursuant to Section 9.5.3.B.3 of the Grand County Code in an amount equal to one hundred and twenty-five percent (125%) of the Cost Estimate of the unfinished Required Improvements (the "Improvements Collateral").
- b. Release. From time to time, as the Required Improvements are completed, SUBDIVIDER may apply in writing to the COUNTY for a partial or full release of the Improvements Collateral. Each release request shall be summarized on the County's Collateral Release Form and must show, or include the following:
  - i. Dollar amount of the original Requirements Collateral;
  - ii. Description of the Required Improvements completed, including dollar value;
  - iii. Description of the unfinished Required Improvements, including dollar value;
  - iv. Amount and date of all previous Improvements Collateral released;
  - v. Amount of the Improvements Collateral to be released;
  - vi. Release or waivers of mechanics liens of all parties who have furnished work, services, or materials for the Required Improvements, and
  - vii. Reasonable fees, if required by the COUNTY, to cover the cost of administration and inspections.

Upon such request, the COUNTY shall inspect the Required Improvements, both those completed and unfinished. If the COUNTY determines from the inspection that the Required Improvements have been completed, as provided herein, the COUNTY shall release a corresponding portion of the Improvements Collateral within thirty (30) days of inspection. The release shall be made in writing signed by the COUNTY. The amount to be released shall be the amount of the remaining Improvements Collateral LESS one hundred and twenty-five percent (125%) of the cost of the unfinished Required Improvements; provided, however, that the

Improvements Collateral shall not be released in full until SUBDIVIDER posts the Warranty Collateral required hereunder.

- c. Notice of Deficiency. If, upon inspection or otherwise, the COUNTY determines that SUBDIVIDER has violated its obligations hereunder, the COUNTY shall mail a written Notice of Deficiency to SUBDIVIDER requesting repairs within thirty (30) days; provided, however, that in the event of an emergency as determined in the COUNTY's sole discretion, an advanced Notice of Deficiency is not required.
  - d. Repair by County. If SUBDIVIDER does not undertake such abatement measures or repairs as requested or in the event of an emergency, the COUNTY shall have the right but not the obligation to make the repairs at SUBDIVIDER's expense, in which event the COUNTY is not limited by the amount of the Collateral.
  - e. Assignment. In the event SUBDIVIDER fails to complete the Required Improvements, the COUNTY may assign the Improvements Collateral to a subsequent owner who acquires the Property, or a portion thereof, by purchase, foreclosure, or otherwise, which subsequent owner is bound by this Agreement.
  - f. Conflict. In the event of conflict between Section 9.5.5. of the Grand County Code and this Section 5, this Section 5 shall control.
6. **TIMELINE**. No later than twenty-four (24) months after the Effective Date, SUBDIVIDER shall complete the Required Improvements. The Required Improvements shall be deemed complete once the Required Improvements obtain final acceptance by the COUNTY pursuant to Section 9.5.5.D and E of the Code. If construction has not commenced within one year of the Effective Date, the COUNTY may, in its sole discretion, require resubmittal of the construction plans for review and compliance with current standards and engineering requirements. The COUNTY may also extend the deadlines in this Section 5 for good cause with a written amendment hereto signed by both Parties pursuant to Section 9.5.5.A(2) of the Code.
7. **PUBLIC DEDICATION**. SUBDIVIDER shall be responsible for the costs of construction, materials, and testing of all public Required Improvements within the Subdivision. The COUNTY shall not approve a full release of the Improvements Collateral until SUBDIVIDER conveys all public roads, streets, curbs, gutters, sidewalks, pedestrian paths, and drainage facilities, together with adequate easements and rights-of-way, free and clear of any liens and encumbrances to the COUNTY.
8. **COUNTY EASEMENTS**.
- a. Emergency Easement. SUBDIVIDER hereby grants to the COUNTY a perpetual right of access to, on and over all private roads within the Property for emergency purposes.
  - b. Temporary Easement. SUBDIVIDER hereby grants to the COUNTY a temporary, nonexclusive right of access to, on and over the Property for the purposes of constructing, maintaining, and repairing the Required Improvements during construction and through the Warranty Period.

9. **WARRANTY.** SUBDIVIDER hereby warrants the Required Improvements are free from defective workmanship or materials for a period of one (1) year after the Required Improvements obtain final acceptance by the COUNTY pursuant to Section 9.5.5.D and E of the Code, pursuant to the following:
- a. Warranty Collateral. Prior to release of the Improvements Collateral, and to secure SUBDIVIDER'S obligations hereunder, SUBDIVIDER shall furnish cash or a good and sufficient, unconditional warranty bond in favor of Grand County, or certified check payable to "Grand County," in an amount equal to ten percent (10%) of the total Cost Estimate (the "Warranty Collateral").
  - b. Notice of Deficiency. If the COUNTY determines that the Required Improvements are defective during the Warranty period, which shall include revegetation of areas disturbed by SUBDIVIDER, the COUNTY shall mail a written Notice of Deficiency to SUBDIVIDER requesting repairs within thirty (30) days; provided, however, that in the event of an emergency as determined in the COUNTY's sole discretion, an advanced Notice of Deficiency is not required.
  - c. Repair by County. If SUBDIVIDER does not undertake such abatement measures or repairs as requested or in the event of an emergency, the COUNTY shall have the right but not the obligation to make the repairs at SUBDIVIDER's expense, in which event the COUNTY is not limited by the amount of the Collateral.
  - d. Release. The COUNTY shall release the Warranty Collateral within thirty (30) days of the expiration of the Warranty less any costs or expenses incurred by the COUNTY to repair defective workmanship or materials during the Warranty period.
10. **BREACH.** Upon breach by SUBDIVIDER of any obligation hereunder, the COUNTY hereby reserves all of its remedies under this Agreement, the Code, and Utah law, including the right to invoke Collateral, refuse to issue building permits, certificates of occupancy, or utility connections. Further, the COUNTY is entitled to reimbursement for all costs and expenses incurred to enforce this Agreement, including attorneys' fees and costs and as provided in Section 4 above. Any amounts due and owing by SUBDIVIDER to the COUNTY under this Agreement which are not paid in a timely manner may be certified to the Grand County Treasurer for collection with taxes.
- a. Collateral Proceeds. In the event the COUNTY invokes Collateral, the proceeds shall be applied first to the COUNTY'S fees and expenses, including attorneys' fees, and then to completing or repairing the unfinished or defective Required Improvements. Excess Collateral proceeds, if any, are payable to SUBDIVIDER. The COUNTY has no obligation to utilize any funds, other than the Collateral proceeds, to complete any of the Required Improvements.
11. **MISCELLANEOUS.**
- a. Recording. SUBDIVIDER shall record this Agreement in the real property records of Grand County, Utah simultaneously with the Final Plat.
  - b. Covenants Run with the Land/Limitation. The covenants of this Agreement shall run with that portion of the real property located in Grand County.

- c. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, heirs, agents, employees, representatives, and transferees.
- d. Headings. The paragraph headings are descriptive only and do not imply nor limit substantive material.
- e. Waiver. The failure to enforce or waiver of any specific requirement herein by either party shall not be construed as a general waiver of this Agreement.
- f. Severability. Should any part of this Agreement be declared invalid by a court of competent jurisdiction, the valid parts of this Agreement shall remain in effect.
- g. No Relationship. SUBDIVIDER is not an agent or employee of the COUNTY.
- h. Amendment. This Agreement may be amended only by an instrument in writing signed by both parties.

**GRAND COUNTY COUNCIL**

**ATTEST:**

\_\_\_\_\_  
Mary McGann, Chair

\_\_\_\_\_  
Quinn Hall, Clerk/Auditor

**SUBDIVIDER: HIDEAWAY ESTATES**

\_\_\_\_\_  
Kurt Ottmann

\_\_\_\_\_  
Leslie Ellison

\_\_\_\_\_  
Christine Malone

\_\_\_\_\_  
Gail J. Ellison

State of Utah                    )  
  ) ss.  
County of Grand                )

On \_\_\_\_\_, 2021, Kurt Ottmann, Christine Malone, Leslie Ellison, Gail J. Ellison, a Tenancy in Common, Subdivider, personally appeared before me and acknowledged and swore to me that the foregoing Subdivision Improvements Agreement was signed on behalf of the Subdivider.

Witness my hand and seal.

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

**EXHIBIT A**  
**Legal Description**

A parcel of real property located in Grand County, Utah, particularly described as:

Beginning at a point in Murphy Lane which bears South 1009.73 feet (R=1009.5'); thence West 1008.45 feet (R=1008.3 feet) from the Northeast corner Section 17, T26S R22E, SLM, and proceeding thence South 49°02'00" East 239.50 feet; thence South 40°58'00" West 143.92 feet (R=151.9 feet); thence North 49°02'00" West 50.80 feet; thence South 40°58'00" West 162.30 feet; thence South 41°14'00" West 308.50 feet (R= S 40°58' W); thence North 43°09'00" West 70.74 (R=N 43°25' W 68.7 feet); thence North 00°21'00" East 203.70 feet (R=N 00°05'E); thence North 05°14'36" East 121.51 feet (R= N 05°12'04" E 121.60 feet); thence with the boundary in common with the RFMTC LLC Tract North 13°40'00" East 173.60 feet to a rebar and cap; thence with the boundary in common with the Kirby Tract South 49°02'00" East 166.20 feet to a rebar and aluminum cap; thence North 40°58'00" East 200.00 feet to the point of beginning, having an area of 138,740.48 square feet, 3.185 acres.

**EXHIBIT B**  
**Cost Estimate**

## EXHIBIT B Cost Estimate

**Hideaway Subdivision - Moab, Utah**

**Opinion of Probable Cost (OPC)**

**Earthwork and Infrastructure**

9/8/2020 JG



No.	Item Description	Quantity	Unit	Unit Price	Amount
1	<b>General Requirements</b>				
2	Mobilization/Demobilization	1	LS	\$ 5,000	\$ 5,000
3	Construction Surveying	1	LS	\$ 2,500	\$ 2,500
4	Quality Control & Material Testing (Soils, Asphalt, etc.)	1	LS	\$ 5,000	\$ 5,000
5	Traffic Control	1	LS	\$ 4,000	\$ 4,000
6	Potholing	1	LS	\$ 2,500	\$ 2,500
7	Stormwater Management and Erosion Control	1	LS	\$ 5,000	\$ 5,000
8	As-builts, Punchlist and Closeout	1	LS	\$ 2,500	\$ 2,500
9	<b>Mass Earthwork</b>				
10	Clearing and Grubbing	1	Acres	\$ 3,000	\$ 3,000
11	Cut	125	CY	\$ 25	\$ 3,125
12	Fill (assume 25% shrinkage)	100	CY	\$ 30	\$ 3,000
13	Detention Pond Fine Grading (NE corner)	1	LS	\$ 2,500	\$ 2,500
14	<b>Utilities</b>				
15	<b>Sewer</b>				
16	4" Sewer Service	4	EA	\$ 1,750	\$ 7,000
17	<b>Culinary Water</b>				
18	3/4" Water Service	3	EA	\$ 3,000	\$ 9,000
19	Trench Resurfacing	1	LS	\$ 2,500	\$ 2,500
20	<b>Storm Drain</b>				
21	Detention pond grading, stone outlet structure, and rip rap	4	EA	\$ 3,000	\$ 12,000
22	<b>Road Improvements</b>				
23	<b>Murphy Lane - Major Collector ~250 feet by 13' wide</b>				
24	Asphalt Paving (4" depth)	81	Tons	\$ 150	\$ 12,150
25	Base Course (6" depth)	60	CY	\$ 40	\$ 2,400
26	Compacted Sub-Base Course (12" depth)	120	CY	\$ 12	\$ 1,440
27	<b>Private Access Tract ~250 feet by 20' wide</b>				
28	Base Course (4" depth)	65	CY	\$ 40	\$ 2,600
29	Compacted Sub-Base Course (12" depth)	130	CY	\$ 12	\$ 1,560
30	<b>Subtotal Cost</b>				\$ 88,775
31	<b>Contingency ( 25% )</b>				\$ 22,194
32	<b>TOTAL BOND COST</b>				\$ 110,969

**Notes:**

Based upon Civil Improvement Drawings dated September 4, 2020 prepared by SET Engineering  
Franchise companies (Electric, Gas, COMM) costs are not included  
Assume County approves Murphy Lane existing pavement. R&R not required.



**Declaration  
of  
Covenants, Conditions and Restrictions of  
Hideaway Estates**

This **DECLARATION** made on the date hereinafter set forth for real property known as **Hideaway Estates** located at 1640 and 1650 Murphy Lane, Moab UT, 84532. The Declarant is inclusive of the following: Kurt Ottmann and Christine Malone, as joint tenants with an undivided ½ interest and Leslie Ellison and Gail J. Ellison as joint tenants with an undivided ½ interest.

**Witnesseth:**

**WHEREAS**, the Declarant is the sole owner of certain property in the County of Grand, State of Utah, which is more particularly described as follows: Lots 1, 2, 3, and 4, Hideaway Estates, according to the final plat thereof recorded in the real property records of Grand County, Utah.

**NOW, THEREFORE**, Declarant hereby declares that all properties described above shall be held and conveyed subject to the following covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding to all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall benefit each owner thereof:

**Article I**  
Definitions

**Section 1. Hideaway Estates** consists of four lots, hereby referred to as Lots 1 through 4, per the Final Plat recorded in the real property records of Grand County.

(Note: Lot 1, has an existing home (Street address: 1650 Murphy Lane, Moab, Utah 84532).

**Section 2.** “Project” or “Property” and “**Hideaway Estates**” shall refer to the property.

**Section 3.** Owner shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title, to any Lot which is part of the Project, including contract sellers.

**Section 4.** The only property “Common Area” in the project is the Private Access Tract (approximately 0.19 Acre) entering the property off Murphy Lane, all of which shall be owned in common by the HOA for common use, enjoyment and access. This Private Access Tract is also designated as a Public Utilities Easement.

Article II  
Property Rights

Section 1. Partition of the “Common Area,” (Private Access Tract). The Owners and the HOA are prohibited from bringing any action for partition of the “Common Area,” it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to access and use of their respective lots.

Section 2. General Restrictions

- (a) Residential use only. All dwellings must be approved and subject to the zoning rules and regulations of Grand County.
- (b) Declarant shall provide gas, electric, water, and sewer utility access to the lot boundaries. Lot owners shall be solely responsible for the connection of said utilities within the Lots.
- (c) No rubbish or debris, including unregistered vehicles, shall be permitted to accumulate upon any Lot so as to render such Lot or any portion thereof unsanitary, unsightly, or odorous detrimental to any lot in the vicinity thereof or its occupants.
- (d) All Lot Owners agree to respect any easements appurtenant to the Project. (e) Individual Lot Owners shall be responsible for any and all insurance on their individual lots.
- (f) The individual owner(s) of their respective Lot shall be solely responsible for the design, construction, cost and upkeep of drainage detention basin and/or outlet pipe/spillways on their individual lot. These basins shall be in the development zones of the respective lot and completed during the construction/building phase.

Article III  
Membership and Voting Rights

Section 1. Every Owner of a Lot shall be a member of the Association referred to as **Hideaway Estates Homeowners Association** (the “Association” or the “HOA”). Membership shall be attached to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. There shall be one vote for each Lot owned. When more than one person holds an interest in any Lot, all persons shall be members. The vote for each Lot shall be exercised as they determine, but in no event, shall more than one vote be cast with respect to any Lot.

Section 3. The HOA shall be governed by a Board of Directors elected for 2-year terms by a majority vote of HOA members. The Board is authorized to utilize Association funds for upkeep, repairs and other expenses deemed the responsibility of **the Association**.

Section 4. Meetings shall be held annually in-person, electronically or by proxy and must be attended by at least three of the four Lot owners.

Article IV  
Assessments

Section 1. Each lot Owner will be responsible for a ¼ share of the Association Assessments, which shall be used for the upkeep, maintenance and repair of the Access Private Road, including grading, improvement and any adjacent fencing to the Access Road itself. Also, if repairs or improvements are necessary to the utilities below the “Private Access Tract” the costs shall be born equally by all

Lot owners.

Section 2. Covenant of Personal Obligation of Assessments. Every Owner, by acceptance of the deed or other instrument of transfer of his Lot, is deemed to personally covenant and agree with every other Owner and **the Association** and hereby does so covenant and agree to pay to the Association the (a) annual assessments, (b) special assessments, (c) default assessments to his Lot; such assessments to be established and collected as hereinafter provided. No Owner may waive or otherwise escape personal liability for the payment of the assessments provided for herein by non-use of the Common Area or by the abandonment or leasing of his lot. In addition to the foregoing, every Owner shall have the obligation to pay real property ad valorem taxes and special assessments imposed by Utah governmental subdivisions applicable to his Lot as well as all charges for utilities applicable to his lot.

Section 3. Purpose of Assessments. The purpose of assessments is for **the Association** to have adequate funds:

- (a) To maintain, upkeep and improve the Private Access Tract and the underground utilities to the individual lots.
- (b) For any fees, taxes, bonding and assessments levied by Utah governmental subdivisions.
- (c) The creation of reasonable contingency reserves or surpluses.
- (d) Legal and accounting fees or any expenses for management.
- (e) Premiums for all insurance that the Association may be required to obtain. (f) Any other costs, expenses and fees which may be incurred by the Project for the benefit of the owners.

Section 4. Assessments shall be paid on an annual basis, determined by an annual meeting of the Association. Participation may be performed in person, by proxy or electronically. Initial assessment fee shall be \$500.00 due on recordation of the Final Plat, and annually thereafter on January 5 of subsequent years. The HOA shall adjust this fee appropriately based upon maintenance, upkeep and any additional requirements of municipal entities and/or utility companies, including potential bonding.

#### Article V Insurance

Section 1. Every Owner of a lot shall maintain in full force an insurance policy including fire and personal property insurance for any structure on their Lot. It shall be the responsibility of each Owner to make arrangements in regard to hazard insurance on the improvements located on their Lot, and all personal belongings thereon.

#### Article VI General Provisions

Section 1. Enforcement. **The Association** or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of this Declaration. The County may but has no obligation to enforce these Covenants.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment.

- (a) The CCRs cannot be amended in a way which affects the ownership or maintenance of the private access tract without County approval. Also, since the CCRs are required due to the legal access requirement, they cannot be terminated without approval of the County.
- (b) The covenants and restrictions of this declaration shall run with and bind the land for perpetuity, unless amended or terminated (with County approval). This Declaration may be amended by an instrument signed by not less than one-hundred percent (100%) of the Lot owners. Any amendment must be recorded.

Section 5. Effective Date. This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Hideaway Estates**

\_\_\_\_\_  
Kurt Ottmann

\_\_\_\_\_  
Christine Malone

\_\_\_\_\_  
Leslie Ellison

\_\_\_\_\_  
Gail J. Ellison

State of Utah            )  
                                  ) ss.  
County of Grand        )

On \_\_\_\_\_, 2021, Kurt Ottmann and Christine Malone, as joint tenants with an undivided ½ interest and Leslie Ellison and Gail J. Ellison as joint tenants, together as Subdividers, with an undivided ½ interest, collectively as Declarant, personally appeared before me and acknowledged and swore to me that the foregoing Subdivision Improvements Agreement was signed on behalf of the Declarant.

Witness my hand and seal.

\_\_\_\_\_

, NOTARY PUBLIC

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**AUGUST 17, 2021**  
 Agenda Item: G

<b>TITLE:</b>	Approving Special Event Permit for The Red Sand Pow Wow
<b>FISCAL IMPACT:</b>	\$3,212.00 in Revenue for The Old Spanish Trail Arena plus \$1.00 for every ticket sale
<b>PRESENTER(S):</b>	Angie Book, The Old Spanish Trail Arena Director

**Prepared By:**  
  
 Angie Book  
 OSTA Director  
 (435) 259-1311  
 abook@grandcountyutah.net

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

**SUGGESTED MOTION:**

I move to approve the 2021 Red Sand Pow Wow Special Event Permit.

**BACKGROUND:**

The Red Sand Pow Wow will be presented by The SLC Air Protectors & Full Circle Intertribal Center. This will be the first year for the Pow Wow in Moab with the intentions to hold annually. The event will be two days of culture and competition, a celebration of unity and healing. Spectators and performers will have a weekend of dance and drum contests. There will be jewelry vendors and food vendors. The event sponsors also understand the importance of COVID mitigation and have put into place social distancing and will have the field marked out between families, along with a check in station for tracking purposes.

**ATTACHMENT(S):**

- Special Event Committee Recommendation
- Special Event Application
- Pow Wow Flyer
- Signed OSTA Agreement
- Layout
- Signed Indemnification letter



Angela Book <[abook@grandcountyutah.net](mailto:abook@grandcountyutah.net)>

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## Online Form Submittal: OSTA Special Event Permit Application 2021

1 message

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**noreply@civicplus.com** <[noreply@civicplus.com](mailto:noreply@civicplus.com)>  
To: [abook@grandcountyutah.net](mailto:abook@grandcountyutah.net)

Thu, Aug 5, 2021 at 5:55 PM

### OSTA Special Event Permit Application 2021

#### SPECIAL EVENT APPLICATION FOR OSTA EVENTS

#### APPLICANT INFORMATION

GRAND COUNTY, UTAH      [/DocumentCenter/View/11364/Feb-2021-Ordinance-signed](#)  
ORDINANCE 627 (2021)

I have read and understand      Yes  
the Grand County, Utah  
Ordinance 627 (2021)

I understand that All Grand      Yes  
County Permittee and  
Special Events shall comply  
with the County's Public  
Health Order 2021-01GC, as  
amended, and the Grand  
County Special Events  
Ordinance (Chapter 8.16 of  
the General County  
Ordinances) in effect at the  
time of the Special Event.

COVID - PLEDGE      [/DocumentCenter/View/11397/Updated-Feb-Compliance-Pledge](#)

Fill out the COVID Pledge and upload to other documents at the bottom of the application.

I have read and understand      Yes  
the Covid Pledge.

A COVID-19 plan will require the prohibition of spectators while in high or moderate risk.

COVID-19 EVENT      [/DocumentCenter/View/11365/COVID\\_19\\_Event\\_Planning\\_Template\\_Fillable\\_Form](#)  
PLANNING TEMPLATE

Fill out the COVID 19 Template in detail. Upload to other documents at the bottom of the application.

*A detailed summary will need to be submitted on how you intend to enforce the mask mandate during your event. Please include this with your COVID Template.*

Joint Public Health Order 11 17 2020 <https://www.grandcountyutah.net/DocumentCenter/View/10952/Joint-Public-Health-Order-11-17-2020>

I have read and understand the Joint Public Health Order 11 17 2020 Yes

Event COVID Coordinator Yes

Today's Date 8/5/2021

First Name Jacob

Last Name Crane

Application Type New Application

Applying 180 business days prior to the first day of the event? no

Applicant Name: Jacob Crane

Business or Organization: SLC Air Protectors

Mailing Address: [4724 Jimmy Lane,](#)

City Eagle Mountain

State UT

Zip 84005

Email Address: [jacob@slcairprotectors.org](mailto:jacob@slcairprotectors.org)

Phone: 801-637-0629

Cell: 8013685310

Event Web Address: [https://slcairprotectors.org/?fbclid=IwAR27yMKgTjEEF0pf3mC\\_SE\\_d2HsbD4qdB4EWrqYP5tqEnDhVs9WaDZI2\\_0](https://slcairprotectors.org/?fbclid=IwAR27yMKgTjEEF0pf3mC_SE_d2HsbD4qdB4EWrqYP5tqEnDhVs9WaDZI2_0)

Contact on-Call During the Event: Jacob Crane

Contact's Cell Phone: 801-368-5310

Contact's Email: [jacob@slcairprotectors.org](mailto:jacob@slcairprotectors.org)

Alternative on-Call: Linda Jim

Alternative on-Call Cell Phone: 801-637-0629

Alternative on-Call Email: [info@slcairprotectors.org](mailto:info@slcairprotectors.org)

#### EVENT DETAILS

Event Name: Red Sand Powwow

Specific Description of Event:	Native American Powwow and cultural event
Preparation Begins	9/9/2021 3:00 PM
Event Start Date & Time	9/11/2021 9:00 AM
Event End Date & Time	9/12/2021 6:00 PM
Clean-up Completed	9/12/2021 6:15 PM
Please indicate which locations your event will be renting on OSTA grounds (Main Arena, Pavilion, Ballfields, Outdoor Arena, Parking lots, etc.)	Pavilion, Outdoors Arena (soccer field), and Parking Lots.
<p>Security /Cleaning Deposits  <i>Required at least 8 weeks prior to event. Deposit will be determined pending type of event, size, entertainment, and if alcohol will be served.</i></p>	
Concession	NA
Managers/Food Handlers Permit	<i>Field not completed.</i>
Concessionaires Insurance	<i>Field not completed.</i>
Property Owner Affidavit	<a href="https://www.grandcountyutah.net/DocumentCenter/View/10950/Property-Owner-Affidavit">https://www.grandcountyutah.net/DocumentCenter/View/10950/Property-Owner-Affidavit</a>
Event Location & Property Description:	3641 S. Highway 191, Moab UT 84532
Trails or Surrounding Land Use:	Horse track for camping
Weather/Cancellation Policy:	NA
Ticket Sales:	8.00
<p>“Daily Total Attendance” shall mean and include all registrants, participants, spectators (including family of the registrants/participants), staff, hired entities or contractors, and volunteers.</p>	
Number of Event Staff & Volunteers	50
Maximum Number of Participants	200
Number of Spectators	500
Number of Event Staff & Volunteers	50
Maximum Number of Participants	200
Number of Spectators	500

Number of Event Staff & Volunteers	NA
Maximum Number of Participants	NA
Number of Spectators	NA
Number of Event Staff & Volunteers	NA
Maximum Number of Participants	NA
Number of Spectators	NA
Number of Event Staff & Volunteers	NA
Maximum Number of Participants	NA
Number of Spectators	NA
Number of Event Staff & Volunteers	NA
Maximum Number of Participants	NA
Number of Spectators	NA
Number of Event Staff & Volunteers	NA
Maximum Number of Participants	NA
Number of Spectators	NA
Number of Event Staff & Volunteers	NA
Maximum Number of Participants	NA
Number of Spectators	NA
Number of Event Staff/Volunteers	NA
Maximum Number of Participants	NA
Number of Spectators	NA
Number of Event Staff & Volunteers	NA
Maximum Number of Participants	Na
Number of Spectators	na
Daily total attendance Staff/Volunteers	na

Daily total of attendance of Participants na

Day Total of Spectators na

CHECK YES OR NO FOR EACH

1. Event date verified with OSTA? Yes

2. Will you be serving alcohol? No

3. Public street/road or parking lot closure? No

4. Merchandise Sales/Vendors Requiring Sales Tax Collection? No

5. Onsite Food Service Vendors Requiring Sales Tax Collection? No

6. Security or Escort required? No

7. Race, Parade or Pedestrian/Bicycle event? No

8. Emergency Management Services required? No

9. Additional needs-portable toilets, waste collection, & recycling? Yes

10. Stages, platforms, scaffolding, bleachers grandstands, canopies, tents, booths, vehicles and trailers? Yes

11. Approval/permits from other entities? (see section 10 below for more details) No

12. Is Grand County listed as an Additional Insured on Certificate of Insurance? Yes

13. Is power required Yes

14. Is water required Yes

15. Furniture Rental (Tables, Chairs, Sound System, Timing Equipment, etc) Yes

16. Will you require No

compacting of arena dirt  
(floor)

17. Hiring of OSTA Staff for  
cleaning during/after event No

18. Any Special Deliveries Yes

19. Will you have live  
entertainment (bands, DJ's,  
shows, animal events, etc) Yes

20. Will your event require  
any Tractor time, or  
implement use No

21. Will your event require  
use of stalls/pens for  
overnight use. No

22. Will you event offer  
overnight camping options. Yes

23. If renting Ballfields - Will  
you require lighting No

24. Will you require any  
rail/pen removal No

*If you answered yes to any of the above questions, please supply more information below as pertinent to each question. OSTA highly suggest site visits and in person meetings prior to any large event.*

*Field not completed.*

#### 1. DATE VERIFICATION WITH THE OLD SPANISH TRAIL ARENA

*We ask that all events verify their event dates for site availability and event conflict. Contact OSTA to discuss availability. Contact numbers are (435) 259-1311 or (435) 259-6226 you may also email Angela Book Director of OSTA at [abook@grandcountyutah.net](mailto:abook@grandcountyutah.net) \*DATES ARE NOT CONSIDERED VERIFIED UNTIL OSTA HAS DATES POSTED ON EVENT CALENDAR\* Verification of dates is not a guarantee of approval for event. The SEC will review all applications and issue permit numbers.*

#### 2. TRAFFIC PLAN - STREET/ROAD OR PARKING LOT CLOSURE: DETAILED MAP & OUTLINE REQUIRED

*All events that require street closures have street activities or require public parking to be blocked off must provide the following information and a Traffic Control Plan and uploaded with the site plan. All of the following must be on the site/sketch plan. All street closures proposed. Races indicate the start/end locations. Entrances and Exits. Parking and overflow parking needs to have the number of estimated vehicles. Applicants may work directly with Grand County to provide these services. Please contact the Sheriff's Office and the Road Department for a cost estimate for providing this service.*

Sheriff's Office (435) 259-8115 [swhite@grandcountysheriff.org](mailto:swhite@grandcountysheriff.org)

*Specify street/road(s) indicated on the Event Site Plan Sketch & Traffic Control Plan attached to this application. Streets or parking lots may only be barricaded for the date and hours specified below. Due to extraordinary demands placed on public roads by special events, Grand County reserves the right to require an engineered traffic plan for events expecting more than 250 participants.*

Street(s)/Road/Hwy to be closed: Attach Detailed Map. NA

Date of Street or Parking Lot Closure: NA

Time(s) of Street or Parking Log Closure: NA

Name of Traffic Control Coordinator: Alan Neuman

Phone: 801-833-4865

### 3. ESCORT OR SECURITY:

*Grand County Sheriff's Office reserves the right to specify the need for escorts and/or the number of security personnel required at an event. The Sheriff's Office will review all Special Event Permit applications for required escort and/or security arrangements. The safety of the community and attendees are a primary concern at all times.*

*By signing this Special Event Permit application I certify I have read, understand and agree to the conditions as set forth by the Sheriff's Office and any other conditions deemed appropriate.*

*Applicants may make their own arrangements for escorts/security or may work directly with the Sheriff's Office to provide these services. Please contact the Sheriff's Office for a cost estimate for providing this service.*

Sheriff's Fees;  
*Special Events shall be subject to any applicable Sheriff fees established by the G.C. Consolidated Fee Schedule.*

Sheriff's Office (435) 259-8115 [swhite@grandcountysheriff.org](mailto:swhite@grandcountysheriff.org)

*The applicant will provide security or escort for the Special Event through the company listed below.*

Name of Escort/Security Company: Alec Ferguson

Contact Person Name: Alec Ferguson

Security Contact Phone: 801-494-4235

Email: [ferguson.alec@gmail.com](mailto:ferguson.alec@gmail.com)

#### 4. EMERGENCY MEDICAL SERVICES:

*Grand County EMS reserves the right to specify need for and number of Emergency Medical Staff required at an event. The EMS Department will review all Special Event Permit applications for required medical services. The safety of the community and attendees are primary concern at all times. Indicate which arrangement is planned for this event.*

EMS Guidelines <https://www.grandcountyutah.net/DocumentCenter/View/7445/EMS-Guidelines>

EMS Department (435) 259-1301

Indicate One Other Emergency Medical Provider

Agreement (Yes or No) Yes

Name of Staff/Volunteer Julianne Waters

Contact Phone 435-452-8177

Contact Email [julianneinmoab@gmail.com](mailto:julianneinmoab@gmail.com)

Name of Staff/Volunteer Linda Jim

Contact Phone 801-637-0629

Contact Email [lindajim7@hotmail.com](mailto:lindajim7@hotmail.com)

Name of Staff/Volunteer Chase Hobson

Contact Phone 801-682-9668

Contact Email [chase@ihawc.org](mailto:chase@ihawc.org)

If you have additional Staff/Volunteers upload the information here. *Field not completed.*

CPR Certifications can be uploaded here or as described below. *Field not completed.*

*The applicant will provide Emergency Medical Services for the Special Event. Fill out the following.*

Name of Medical Provider: *Field not completed.*

Contact Person Name: Ida Yellowman

Contact Phone: 801-668-2245

Email: *Field not completed.*

Name of Staff Member *Field not completed.*

Contact Phone Number *Field not completed.*

Contact Email *Field not completed.*

Name of Staff Memeber *Field not completed.*

Contact Phone Number *Field not completed.*

Contact Email *Field not completed.*

Name of Staff Member *Field not completed.*

Contact Phone Number *Field not completed.*

Contact Email *Field not completed.*

GPS coordinates for  
Helicopter Landing Zone  
(remote event): *Field not completed.*

GPS coordinates for first aid  
locations and important  
intersections: *Field not completed.*

**Livestock Events:**

*A veterinarian may be required to be on site at all times during your event.*

Name of Veterinarian Clinic NA

First Name *Field not completed.*

Last Name *Field not completed.*

Street Number *Field not completed.*

Street Name *Field not completed.*

Street Type *Field not completed.*

City *Field not completed.*

State *Field not completed.*

Zip *Field not completed.*

Office Number *Field not completed.*

Cell Number *Field not completed.*

Emergency Number *Field not completed.*

Attach Communications Plan for event emergencies. Be sure site map includes EMS locations.

*Names and certifications of all medical providers shall be attached with the application. See EMS Special Event Guidelines.*

**5. STAGES, PLATFORMS, SCAFFOLDING, BLEACHERS, GRANDSTANDS, CANOPIES, TENTS, BOOTHS, VEHICLES, AND TRAILERS:**

*May require inspection by the Building Department and/or Fire Department.*

**PLEASE NOTE ALL SECURING OF STRUCTURES NEED TO BE APPROVED THROUGH OSTA (CERTAIN LOCATIONS DO NOT ALLOW STAKING AND WATER BARRELS WILL BE REQUIRED)**

OSTA DOES NOT ALLOW VEHICLES ON THE CONCRETE FLOOR OF THE PAVILION! SPECIAL INSTRUCTIONS NEED TO BE GIVEN FOR VEHICLES ON THE GRASS.

NO OBJECTS THAT TAKE FLIGHT ARE ALLOWED ON OSTA PROPERTY WITHOUT PROPER AUTHORIZATION.

NO BOUNCE HOUSES ARE ALLOWED AT OSTA.

Describe any semi-permanent, mobile or moveable buildings, structure or vehicles to be used including stages, carts, stands, fences and barriers and attach illustrations and indicate location of these items on the Site/Sketch Plan.

Fences to keep people from sneaking into the event, and stage for announcer.

*Please contact the Building Dept. and Fire Department for information regarding permitting and inspections.*

Building Department (435) 259-1344 [bhulse@grandcountyutah.net](mailto:bhulse@grandcountyutah.net)

Fire Department (435) 259-5557 [bmcguffeemoabfire@gmail.com](mailto:bmcguffeemoabfire@gmail.com)

#### 6. ALCOHOL PERMIT:

*Complete the state & county approval process 60 days prior to the first day of the event's proposed date to start. Please contact the County Clerk's Office for temporary alcohol permit information (435) 259-1321. Local consent is granted by Grand County Commission and must be approved and processed prior to obtaining a required Special Event Permit from the Utah Department of Alcohol Beverage Control (DABC) [www.abc.utah.gov](http://www.abc.utah.gov) (801) 977-6800*

Approval letter from the Grand County Commission and the DABC.  
*Download approval letters at the bottom of the application in Other Related Documents.*

CHECK THE COUNTY COMMISSION MEETING DATES - THEY MEET TWICE A MONTH, YOU WILL NEED TO GET ON THE AGENDA FOR APPROVAL. THIS WILL START THE 60 DAY PROCESS.

Beer Garden  
*Include location on the site/sketch plan.*

#### 7. BUSINESS LICENSE & SALES TAX COLLECTION

*Temporary Business License is obtained at the County Clerk's Office (435) 259-1321.*

Attach Business License [Rcpt-Temp Bus Lic-Red Sands Pow Wow \(1\).pdf](#)

Utah State Temporary Sales Tax Application <https://www.grandcountyutah.net/DocumentCenter/View/11347/Single-Vendor-Application-1>

Attach Utah Sales Tax  
License

*Field not completed.*

• <http://bit.ly/TempBizForm> - Required for all non-resident applicants; otherwise attach the local Moab or County annual business license.

• <http://bit.ly/TempUTStateTax> - Required for all out-of-state applicants; otherwise attach the annual Utah State Tax License or 501 (c) 3 document.

Utah State Tax Licensing is obtained by contacting the Special Events Unit in the Salt Lake City Office at 801.297.6303 or 1.800.662.4335, ext. 6303. Email: [specialevent@utah.gov](mailto:specialevent@utah.gov) or website: <http://tax.utah.gov/sales/specialevents>

501(c)3

Attach a copy of your 501 (c) 3

Attach 501 (c) 3 document

[A7F8F0CF-AF8A-4473-BB41-8C446743A7D3.jpeg](#)

#### RAFFLES AND GAMBLING ARE ILLEGAL IN THE STATE OF UTAH

##### A. Merchandise Vendors:

*It is the responsibility of the event organizer to provide all vendors with the information they need to collect and remit sales tax on the sale of food, drinks, souvenirs, services and any other taxable item or activity at the special event. It is the responsibility of the event organizer to pay tax on the retail sales of admissions according to the location of the activity or event regardless of the ticket purchase location. Temporary licenses are issued to each individual participant of a special event or the promoter of a special event may receive a number of temporary licenses for the vendors participating in his/her show. Each Special Event Licensee is responsible for ensuring compliance with Utah State Tax Commission requirements*

##### Vendors

*Vendors name and location on the site/sketch plan.*

Number of Merchandise Vendors: 5+ (attach additional information below)

Vendors:

1. Name of Company/Vendor, *Field not completed.*

Contact Name

Sales Tax Number *Field not completed.*

Phone *Field not completed.*

2. Name of Company/Vendor, *Field not completed.*

Contact Name

Sales Tax Number *Field not completed.*

Phone *Field not completed.*

3. Name of Company/Vendor, *Field not completed.*

Contact Name

Sales Tax Number *Field not completed.*

Phone *Field not completed.*

4. Name of Company/Vendor, *Field not completed.*  
Contact Name

Sales Tax number *Field not completed.*

Phone *Field not completed.*

If you have more than four *Field not completed.*  
vendors please attach  
additional information.

**B. Food Vendors:**

*Food Service Vendors require a Food Service Permit, <http://grandcountyutah.net/DocumentCenter/View/3725>, please complete and submit to Southeast Utah Health Department. See Temporary Food Service Permit for instructions. Food service already authorized by city, county and/or SEUHD to conduct in Moab and Grand County are exempt.*

**Food Vendor**

*Food Vendor name and location on the site/sketch plan.*

Additional Insurance requirements for using OSTA concession They will be set up in Pavilion.

Attach Insurance *Field not completed.*

Number of Food Vendors\*: 5+ (attach additional information)

Temporary Food Service Permit Application <https://www.grandcountyutah.net/DocumentCenter/View/7446/Temporary-Food-Service-Permit-Application>

1. Name of Company/Vendor, *Field not completed.*  
Contact Name

Sales Tax Number *Field not completed.*

Phone *Field not completed.*

2. Name of Company/Vendor, *Field not completed.*  
Contact Name

Sales Tax Number *Field not completed.*

Phone *Field not completed.*

3. Name of Company/Vendor, *Field not completed.*  
Contact Name

Sales Tax Number *Field not completed.*

Phone *Field not completed.*

4. Name of Company/Vendor, *Field not completed.*  
Contact Name

Sales Tax Number *Field not completed.*

Phone *Field not completed.*

If you have more than four vendors please attach additional information. *Field not completed.*

**8. JEEP, UTV, RACE, PARADE, OR PEDESTRIAN / BICYCLE EVENT:**

*If this is a Jeep or 4X4 Event, NO UTV or ATV's are permitted. All UTV and ATV Events must be approved by the Grand County Commission.*

Number & Type of Motor Vehicles to be used (if any): *Field not completed.*

Number of Walkers/Foot Racers: *Field not completed.*

Number of Bicyclists *Field not completed.*

Description of staging/pre-event gathering and finish areas and event route: *Field not completed.*

**9. ADDITIONAL NEEDS-PORTABLE TOILETS, GARBAGE COLLECTION, & RECYCLING:**

*The following requirements must be met.*

**Sanitation - Garbage - Recycling**

*Name and location of all restrooms, garbage cans, and recycling locations.*

*Site/sketch plan.*

Sanitation Service commitments, including the following minimum requirements: daily, compost, recycling and garbage pick-up, daily restroom hauling and cleaning, handwash replenishing, and waste diversion plan.

**Bathroom Facilities**

*Daily restroom hauling and cleaning. Specify their locations on your Site Plan Sketch.*

Sanitation Service Providers Name Julianne Waters

Phone 435-452-8177

Email [julianneinmoab@gmail.com](mailto:julianneinmoab@gmail.com)

Attach Sanitation Contract if applicable. *Field not completed.*

**Garbage:**

*Daily garbage pick-up.*

Please describe your detailed clean up plan during and after the event: All 40 volunteers will be responsible for cleaning up the site from 6-9 PM on Sunday Sept 12.

Attach Garbage Contract *Field not completed.*

**Recycling:**

*Required and is the responsibility of the permit holder. This must be a detailed description of how recyclables will be sorted and where it will be recycled.*

Please describe in detail your recycling plan: To be checked on daily.

Attach Recycling Contract if applicable. *Field not completed.*

If not recycling, a fee will be added to meet Sustainability requirements to dispose of trash as Grand County sees fit.

**10. APPROVAL/PERMITS FROM OTHER ENTITIES (PLEASE CHECK ALL THAT APPLY):**

*Grand County's Special Event Permit does not exclude you from having to permit with other entities neither can Grand County issue permits or approve activities on behalf of other jurisdictions. It is the responsibility of the organization or event planner to secure any and all necessary approvals from other entities.*

Permits from other entities, if applicable. Please check all that apply: *Field not completed.*

Permit from other entity *Field not completed.*

**11. Proof of Insurance**

*A copy of your Certificate of Insurance naming Grand County as an Additional Insured in an amount not less than \$2 million per occurrence and \$4 million aggregate unless a letter amount is approved in writing by the Commission, Administrator or County Attorney.*

Upload copy of Certificate of Insurance [2021 SLC Air Protectors Inc, Receipt \(2\).pdf](#)

Indemnification & Liability Agreement Affidavit <https://www.grandcountyutah.net/DocumentCenter/View/7449/Indemnification--Liability-Agreement-Affidavit>

Indemnification and Liability Agreement Jacob Crane

**REFER TO EXHIBIT A - 8.16.090 in the Grand County Ordinance 627 (2021)**  
*A list/description of Special Events requirements*

The list below is for you to check off the documents as you have uploaded them.

**CHECKLIST OF REQUIRED ATTACHMENTS / TASKS:**

**REQUIRED ATTACHMENTS / TASKS:** The following supporting materials are required: Conformation from OSTA verifying date., Administration fee paid with signed OSTA Rental Agreement, Certificate of liability insurance: current policy names Grand County additionally insured , Site Plan (include First Aid Station), Course Map (if

leaving OSTA), Indemnification and Reimbursement Agreement , Notarized property owner(s) signature(s), see attached form (If applicable), Food Service Permit (If applicable), Sanitation service commitments, Recycling/Garbage Plan, Business License or Temporary Business License , Utah State Tax License or copy of 501(c)3, Information about fees generated by event - admission charges, booth fees, rental charges, A description of the number and types of vendors planned for the event, Traffic control plan, include fire evacuation routes and suppression, as it pertains to event, Security Plan (If required), Medical Services Plan (Provide specifics outlined in 2018 EMS Event Guidelines), Security List with contact phone numbers, Cleaning Schedule with contact phone numbers, Schedule of daily events, COVID 19 TEMPLATE

Site Plan and/or Detailed Course Map Site Plan and/or Detailed Course Map (See Below for Details)

OSTA Site Map [/DocumentCenter/View/11370/OSTA-Site-Plan](#)

Site Plan and/or Detailed Course Map *Field not completed.*

Other Related Documents *Field not completed.*

2021 Fee Schedule [/DocumentCenter/View/12007/OSTA-Fee-Schedule](#)

#### GROUND FOR DENIAL

*8.16.130 Grounds for Denial The Committee, or the County Commission upon referral, may deny an application for a Special Events Permittee for any of the following reasons: 1. Applicant submits incorrect, incomplete, or false information; 2. The proposed Special Event threatens or is incompatible with the public health, safety, peace, comfort or welfare of Grand County residents or visitors, including community or neighboring uses and morales, or may result in an unreasonable inconvenience or cost to the public; 3. The zoning of the proposed event site does not permit the use contemplated by the applicant; 4. Applicant refuses or fails to pay required fees or to comply with permit requirements or conditions; 5. Impacts associated with the proposed Special Event cannot be mitigated; 6. Applicant does not meet the deadlines and timelines required herein; 7. The proposed Special Event places unreasonable competing demands on County resources and/or conflict in proposed date(s), time and location with a reoccurring Special Event that is in good standing with the Committee and/or has an established annual date or season; 8. The Committee otherwise supports a denial based on Post Event Evaluation(s) and community complaints regarding incompatibility of the event with community health, safety, comfort, peace, and welfare; or 9. Executive or Public Health orders preclude the Event as per the order's provisions. In the event of denial of a Special Events Permit, the applicant may submit a written appeal to the County within thirty (30) days of the Final Decision pursuant to Title 1 of the Grand County Ordinances.*

#### APPLICANT CERTIFICATION

*I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete and accurate to the best of my knowledge. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Grand County may rescind any approval, or take any other legal or appropriate action. I*

also acknowledge that I have reviewed the applicable Grand County Ordinance located on the County website ([grandcountyutah.net](http://grandcountyutah.net)) and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to the event. I understand approval is non-transferable and valid only for the above mentioned location, dates, and applicant.

Applicant Certification

By checking this box and typing my name below, I am electronically signing my application.

First Name

Jacob

Middle Initial

David

Last Name

Crane

Date

8/5/2021

OSTA Contact Information:

The Old Spanish Trail Arena 3641 S. HWY 191(Physical) 125 E. Center St.

(Mailing) Moab, UT. 84532 (435) 259-1311 or (435) 259-6226

[abook@grandcountyutah.net](mailto:abook@grandcountyutah.net)

Email not displaying correctly? [View it in your browser.](#)

SLC AIR PROTECTORS &  
FULL CIRCLE INTERTRIBAL CENTER

P R E S E N T

# Red Sand POWOW

SEPTEMBER 11-12, 2021

OLD SPANISH TRAIL ARENA,  
3641 S. HIGHWAY 191, MOAB UT 84532

## DANCE & DRUM CONTEST

MASTER OF CEREMONY  
BART POWAUKEE | FORT DUSHANE, UT

ARENA DIRECTOR  
DEVAN KICKNOSHAY  
HALPOLE ISLAND, ONTARIO, CANADA

HOST DRUM  
YOUNG SPIRIT | FROG LAKE, ALBERTA CA

HEAD MAN  
TBA

HEAD WOMAN  
TBA

HOST HOTEL  
TBA

### SPECIALS

OLD STYLE JINGLE DRESS SPECIAL  
SPONSORED BY THE CRANE FAMILY

GRASS DANCE SPECIAL  
SPONSORED BY THE CRANE FAMILY

GRAND ENTRIES  
SAT 12 PM & 6 PM  
SUN 12 PM

GENERAL ADMISSION \$8  
DANCERS & SINGERS \$3

CONTACT INFO@SLCAIRPROTECTORS.ORG



Old Spanish Trail Arena (435) 259-6226 or (435) 259-1311

## Old Spanish Trail Arena Conditions of Conduct

### General rules

Children must not be subject to alcohol or drugs in any area that they are occupying.  
Children must be supervised at all times.  
No walking on bleacher tops by anyone.  
No access behind bucking or roping chute areas for any person not involved with an equine event involving roping or bronc/bull riding. Only exception is to retrieve a ball.

### Sound

Music or speech decibel rating from sound systems must not in excess of 85db

### Alcohol

Alcohol must be in cans only (pull rings must not be left on the floor-No glass containers are allowed on the arena dirt or grass areas. Intoxicated persons will be asked to leave the facility

### Event shut down times

Ballfields events curfew 10:30pm to 7am  
Arena events curfew 12pm to 7am

### Motorized Vehicles

No vehicles are allowed on any concrete (this includes the pavilion and walkway, foot paths, concrete slabs outside arena doors.  
Motorized vehicles can access the arena dirt areas when authorized by OSTA staff.  
Drivers will not spin motor vehicle wheels on any surface and will obey the speed limits while driving on site. 20mph on roads, 10mph near pedestrians, livestock and near buildings.

### Smoking

Smoking is not allowed in the buildings and within 25 feet of a door or window. Any cigarette butts left in the arena or outside the arena will be the responsibility of the event manager to have them cleaned up.

### Building surfaces

Building surfaces equipment and furniture if damaged or removed from site will be paid for by the event manager at the replacement cost.

### Inappropriate behavior

Anyone that is abusive, argumentative or threatening to another person on site will be removed from the site either voluntarily or by a sheriff's department officer.

### Security Deposits

A portion or all of a security deposit will be withheld by Grand County for violation of the above and the time taken to resolve the issue.

### OSTA Security

OSTA Staff will be required at cost of event holder for all events where alcohol is served or live entertainment is present, min. of 2 staff.

**\*\*\*Violation of any rule revokes loss of deposit.**

**GRAND COUNTY  
FACILITIES RENTAL AGREEMENT**

This **FACILITIES RENTAL AGREEMENT**, entered into by and between Grand County, a Utah political subdivision (hereinafter "County"), which owns the following facility known as: **The Old Spanish Trail Arena** ("OSTA") located at 3641 S Hwy 191 (hereinafter "Owner"), and     Jacob Crane     (hereinafter "Renter").

**TERMS AND CONDITIONS**

**Facilities:**     The Old Spanish Trail Arena Recreation Complex    

Purpose of Function:     Red Sand Pow Wow    

Term of Use: Starting     September 11, 2021     Ending     September 12, 2021    

Charges by line Item:

Items Charged	# Of Days/hrs	Amount	Amount Total
Soccer Fields both fields for 2 days	2	\$400.00	\$800.00
Pavilion	2	\$200.00	\$400.00
Admin Parking Lot	2	\$80.00	\$160.00
Upper Parking Lot	2	\$80.00	\$160.00
OSTA Security/Compliance Officer Saturday (2 Employees) 12:00pm-10:30pm	11	\$80.00	\$880.00
OSTA Security/Compliance Officer Sunday (2 Employees) 12:00pm-6:00pm	6	\$80.00	\$480.00
Chairs (130 chairs each day @ \$1.00 each)	260	\$1.00	\$260.00
Tables (8 tables each day @ \$2.00 each)	16	\$2.00	\$32.00
			\$0.00
			\$0.00
<b>501 C (3) Discount</b>	1	30%	\$360
Non-Refundable Administration Fee	1	\$400.00	\$400.00
\$1 per Ticket sales paid to OSTA (To be determined after event)		\$1.00	
Total Cost of event (subject to ticket sales, business licenses, and concession sales)		<b>Sub Total:</b>	<b>\$3,212.00</b>
Refundable security Deposit	1	\$1,000.00	\$1,000.00
Extended total including refundable security deposit		Total:	\$4,212.00

\$1400.00

## Security Deposit

Renter shall pay to County \_\_\_\_\_ as a Security Deposit, \$50.00 of is a Non-refundable Administration Fee pursuant to Grand County Code Section 3.06.110. County shall return the Security Deposit to Renter within thirty (30) days of the termination of this Agreement, subject to forfeiture provisions below. County shall apply the Security Deposit towards the costs of cleaning/damage to the property/furniture in the event the renter returns Property to County in worse condition than the Inspection Report of Facility (hereinafter "Inspection"), attached as Exhibit "A." County may assess additional fees and costs to Renter in the event of damage to the facility, or furniture over and above the cost of cleaning/replacement.

## Duties of Renter

Immediately upon entering into possession of the Property, Renter shall inspect the Property for safety and usability of the Property for its intended purpose utilizing the Inspection Report of Facility (see attached Exhibit "A," hereinafter "Inspection"), and Renter shall then immediately report to County any preexisting damage to the Property (contrary to any pre-existing damage shown on the Inspection), or the existence of any danger on the Property which may cause injury to Renter, or Renter's guests. At the end of the rental term, Renter shall clean and restore the Property to its condition before rental and return possession of the Property to County. If Renter or Renter's guests or invitees cause any damage to Property, Renter shall immediately report the damage to County, and Renter shall repair damage during the rental term.

## Serving of Alcohol

Renter may serve alcohol on premise when done so in accordance with all Federal, State, and Local laws. Renter shall warrant that all servers of alcohol have the necessary licenses and certificates required to serve alcohol. Renter shall assume all liability in serving alcohol and provide at Renter's sole expense insurance coverage that includes serving alcohol. Renter shall further include County as an Additional Insured on such insurance policy. Proof of insurance shall be submitted sufficient to the County's Insurance Coordinator that liability with serving alcohol is included with insurance coverage. Proof of insurance shall be in the form attached as Exhibit "B."

## Indemnification

Renter shall release, Indemnify, defend, and hold harmless County from any and all claims, losses, judgements, expenses, fees (including attorneys' fees), and costs asserted against or incurred by County or arising from any action of Renter, its guests and invitees, or its use of the Facility or this Agreement, regardless of cause, unless due solely by the negligence of the County. Renter also guarantees to have all participants in activities that involve physical exertion shall complete and execute the Participant's release form attached in Exhibit "A" prior to participating in the event.

## **Breach and Liquidated Damages**

If Renter breaches any provision of this Agreement, and damages suffered by County cannot be estimated, calculated, or determined, then Renter shall forfeit the entire Security Deposit to County as liquidated damages. In addition to forfeiture of the Security Deposit, nothing in this provision or this Agreement shall prevent County from pursuing other legal remedies to seek relief or compensation for damages above and beyond the amount of the Security Deposit.

## **Termination**

Either party may terminate this Agreement by providing written notice 30 days in advance of the termination date. Notice is effective upon receipt. In all cases the County may terminate this agreement in fewer days specified herein when the County is notified that the event for which the facility is rented for will violate or may likely violate any city, county, state, or federal law.

## **Termination by Damage Not the Fault of Renter**

Upon prior written notice of twenty-four (24) hours, effective upon receipt, County may terminate this Agreement and retake exclusive possession of the Property if fire, natural causes or disaster, or a previous renter destroys the Property to the extent that it may no longer be used for its purpose, in which case, County shall return to Renter the Security Deposit and all unused rental fees, calculated on a prorated daily basis.

## **Special Terms and Conditions**

The Property is unique, and as such, may require special terms and conditions in addition to those listed above, which are listed more particularly on the attached Exhibit "D", incorporated within this Agreement by reference, and to which this Agreement is subject. The County cannot accept any liability during an event for loss of comfort, services, equipment and the like due to weather, accidental shutoffs and breakdowns. Every effort will be made to ensure continuance of an Event through temporary means and pre-planning etc.

## **Attorneys' Fees**

In the event of a legal proceeding to enforce the terms of this Agreement, for each claim, the Court shall award the prevailing party its reasonable collection costs, including attorneys' fees and costs, incurred in enforcing this Agreement and asserting or defending the claim.

## **Venue and Jurisdiction**

The parties hereunder consent to the jurisdiction of the 7<sup>th</sup> District Court in Moab for adjudication of any dispute, transaction or occurrence arising out of this Agreement and the laws of the State of Utah shall govern this Agreement.

**Entire Agreement/Amendment**

This Agreement, and its exhibits, contain the entire agreement of the Parties with regards to the rental of the Facility and shall be binding and inure to the benefit of each party's respective employees, agents, successors and assigns. This Agreement may not be altered or amended except by a writing duly executed by the Parties. **IN WITNESS WHEREOF**, the Parties have executed this Agreement, subject also to the Special Terms and Conditions contained within Exhibits "A", "B", "C", and "D." All photocopies, or fax transmissions of this Agreement shall have the same force and effect as the original, whether executed by the parties contemporaneously or separately and transmitted by fax.

**Renter -Dated:** 8/3/2021

**County** Dated: July 28, 2021

**Signature:** 

Signature: \_\_\_\_\_

**By:** Jacob Crane (Printed name)

**By:** Angela Book (Printed name)

**Address:** 4724 Jimmy Ln,  
Eagle Mountain  
UT 84005

**Its:** OSTA Director

**Address** 3641S Hwy 191 Moab UT 84532

**Phone:** 801-368-5310

**Phone:** (435) 259-1311 or (435) 259-6226

**Email:** jacob@slcairprotectors.org

**Email:** abook@grandcountyutah.net

**Initial** AD

Exhibit "A"

Participant's Release Form

GRAND COUNTY RELEASE AND WAIVER OF LIABILITY & PARENTAL PERMISSION, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

EVENT(s): Red Sand Powwow

Date(s): 8/3/2021

Location: Grand County-The Old Spanish Trail Arena 3641 S. Hwy 191 Moab, Utah 84532

The undersigned hereby states that he/she is an adult participant or the parent or legal guardian of the below named minor participant, and that the said parent or legal guardian grants permission for said minor participant to participate in said event(s). Furthermore, the parent or legal guardian:

- 1. Hereby acknowledges that the activities of the above-named event(s) are very dangerous and involve the risk of serious injury and/or death and/or property damage and hereby assumes full responsibility for any risk of such injury, death or damage whether caused by negligence of releasee or otherwise.
2. Hereby agrees to indemnify, save and hold harmless Grand County, grand county special service district, and each agency designee, agent, and employee, for any loss, liability, damage, or cost they may incur arising out of the participation of the undersigned's child or the minor over which the undersigned has legal guardianship in the event(s) whether caused by the negligence of the releasees or otherwise.
3. Hereby agrees that the hold harmless, and indemnity agreement extends to all acts of negligence by the releasees, including negligent rescue operations or procedures of the releasees or any person aforementioned.
4. Hereby agrees to release from liability, indemnify, save and hold harmless releasee, and each of its designees, agents, and employees, for any loss, liability, damage, or cost they may incur due to, health, sickness (including the current outbreak of equine herpes virus), injury, or possible death of any pet or livestock, including health concerns that may appear later after the undersigned's participation in the event(s).
5. Herby agrees to release from liability, indemnify, save and hold harmless releasee, and each of its designees, agents, and employees, for any loss, liability, damage, or cost they may incur due to, accident to themselves or others, health, sickness, or injury by flying a hang glider, para-gliders, motorized ultra-lite or similar flying machines including health concerns that may appear later after the undersigned's in activities with the before mentioned aircraft/flying machine. Any crash or accident involving yourself or a third party will be your sole responsibility.

I have read the forgoing agreement, fully understanding its terms, understanding that i have given up substantial rights by signing it, and have signed freely and voluntarily without inducement, assurance or guarantee being made to me. Adults signature must be added alongside child's name

Table with 5 columns: Adults Name, Adults Signature, Childs Name, Childs Signature. Row 1: Jacob crane, [Signature], [Blank], [Blank]. Row 2: [Blank], [Blank], [Blank], [Blank].

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	Adults Name	Adults Signature	Childs Name	Childs Signature
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Note extra pages may be added above.

**Exhibit "B"**

Initial AD

## Inspection Report of Facility

Property: The Old Spanish Trail Arena Recreational Complex 3641 S. Hwy. 191, Moab, Utah 84532

The County has inspected the Property and found it to be in the condition described below. Renter agrees to inspect the real property immediately upon entering into possession of the real property or the beginning of the term of rental (whichever occurs first) and notify County of any pre-existing damage dangerous condition on the property. Failure by Renter to inspect and notify County shall be construed as a waiver of any future claim for damages and as acquiescence to and the County's inspection. Items identified as unclean prior to event omitted.

(Include below a description of various aspects of the property, e.g.: tables, chairs, equipment, carpets, walls, restrooms, etc., that the County will inspect immediately prior to the term)

Arena	Ballfields
<b>Furniture cleaned</b> -tables, chairs, chalkboards, carpet, blinds- If used	<b>Furniture cleaned</b> -tables, chairs, chalkboards, carpet, blinds
<b>Building surfaces cleaned</b> -floors, walls, ceilings, windows, bleachers- If used	<b>Building surfaces cleaned</b> -floors, walls, ceilings, windows, bleachers
<b>Building fixtures cleaned</b> - toilets, urinals, basins, mirrors	<b>Building fixtures cleaned</b> - toilets, urinals, basins, mirrors
<b>Garbage's</b> - pick up all garbage, empty and reline trash cans into dumpsters	<b>Garbage's</b> - pick up all garbage, empty and reline trash cans into dumpsters
<b>Grounds</b> -pick up garbage and manure.	<b>Grounds</b> - repair damage to grass and fences, pick up garbage
<b>Arena- No animal excrement left in the arena –must be cleaned up before leaving.</b>	<b>Fields- No animal excrement on the fields –must be cleaned up before leaving</b>
<b>Stalls</b> - clean and remove manure to specified onsite dump	

AD

**Exhibit "C"**

**Proof of Insurance**

Renter has submitted and the County's Insurance Coordinator has approved the Proof of Insurance to cover the Renter's duty to indemnify, described in this agreement. Proof of insurance is attached in this Exhibit.

Renter shall designate Grand County Utah as an Additional Insured on all such insurance policies and provide proof of the same.

**Insurance values**

<b>Each occurrence</b>	<b>\$2,000,000</b>
<b>Damage to rented premises</b>	<b>\$1,000,000</b>
<b>Personal Injury</b>	<b>\$1,000,000</b>
<b>General aggregate</b>	<b>\$4,000,000</b>
<b>Products Comp/OP AGG</b>	<b>\$2,000,000</b>

Renter warrants having all participants in sporting events or activities that involve physical exertion to complete and executed the Participant's Release Form attached in this Exhibit.

## Exhibit "D"

### Special Terms and Conditions

Renter herewith agrees to abide with the following special terms and conditions as described below or a separate page labeled as Special Terms and Conditions and attached to this agreement. If a separate page is attached each page shall be initialed by the County's authorized agent and renter.

- 1. Cleaning:** User Cleans, Renter is responsible for the cleaning, sanitizing, sweeping and mopping all restrooms that are used (trash, toilet paper, etc.), emptying of the trash cans inside and outside of the rented facility, and cleaning of the rented facility as necessary. User is also responsible for putting away any tables and/or chairs that are used during the event. Bleachers and Dugouts must also be cleaned after event. OSTA staff is available to clean during event but event holder will be charged appropriate fees according to the authorized fee schedule. In the event that the event holder would like to have OSTA staff clean before/during/ or after event, OSTA must be informed before the start date of event to discuss what hours are needed for OSTA staff to be present for cleaning. OSTA staff will only be available to clean during the agreed upon hours. If event is using stalls, it is the event holder's responsibility to make sure stalls are cleaned up after event unless otherwise stated in contract. If OSTA staff has to clean stalls and it is NOT stated in contract, event holder will pay a fee of \$5 per stall to be cleaned and a minimum of \$35 for the tractor fee.
- 2. Set Up and Take Down:** Renter is responsible for the set up and take down before/during/and after the event. Renter is also responsible for the care and management of their own equipment. OSTA is not liable for any damages or theft that may occur to renter's equipment during the event duration. If event holder needs assistance from OSTA staff to assist with set up and/or take down of event, event holder will be charged the appropriate fees according to the authorized fee schedule and should inform OSTA before start date of event to discuss what hours are needed for OSTA staff to be present for assistant with set up and/or take down.
- 3. Banners/Posters/Signs:** NO Banners/Posters/Signs etc. are to be hung on ANY painted surfaces. If Banners/Posters/Signs etc. are hung on any painted surface Renter will be responsible for the repainting of that area if damaged and it will be taken out of the security/cleaning deposit. No tape is to be used to hang up posters and the like and all zip ties etc. shall be placed in garbage during clean up period.
- 4. Access to Stalls:** Renter must allow stall renters, and other customers & client access to stalls and or other rentable areas not involved in this event and this for the duration of the entire event. Overnight stall renters use designated overnight stalls that will be available in the central barn area, unless arrangements have been made prior for event holder to rent all central stalls. Under these circumstances, OSTA will use the north stalls for overnight rentals during this event. In the example of a non-equestrian event renting the full facility, overnight stalls will remain in north barn area. OSTA will designate the stalls and the 'access road' needed to allow trucks with horse trailers to pull through and turn around and exit during the event. If any arenas on facility are not being rented, event

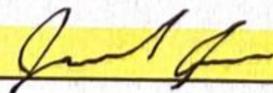
holder must also allow other event renters and local equestrian riders access to arena(s) and areas that are not being rented.

5. **Contact Information:** Contact information from both OSTA and Renter must be provided before Event begins. OSTA employees will only work with Renter's designated representatives and any requests must be channeled through these representatives.
6. **Removal of Equipment/Property:** No privately owned or personal equipment or property may be left on OSTA property after events conclude unless agreement is made prior. Any item(s) left over 30 days, without agreement of such, shall become the property of Grand County and shall be disposed of according to the law.
7. **Staff Parking:** During the event duration the event holder must **ALWAYS** leave the parking spaces in front of the OSTA Office door available for OSTA Staff. That will include **AT LEAST FIVE** vehicle spaces available **AT ALL TIMES**. These spaces have 'OSTA Employee Parking Only' signs and if someone other than an OSTA employee is parked in these designated parking stalls they will be towed at Owners Expense.
8. **Traffic Laws:** All guests, participants and vehicles drivers must obey the laws of the land which also apply on the Old Spanish Trail Arena site. Any infractions will be referred to the Sheriff's Department.
  - Speed limit is 20mph maximum on roads and 10mph maximum around buildings and people. The speed limit is for personal safety of the public and to reduce the advent of dust.
  - No parking in front of Fire Exits or on emergency access roads as agreed with event holders.
  - No speeding, excess noise or burn outs or the like will be tolerated from vehicle drivers.
  - There is no access to and from site for non-street licensed vehicles except by trailer.
  - No vehicles are permitted on gardens, grass, ponds, pavilion, curb and footpath concrete
- 9- **Evening Hours:** There is a requirement that all event activity should cease at 12:30 a.m. except for cleaning & security operations for Arena area and 10:30pm at the Ball Fields.

It is the Renter's responsibility to enforce all rules and to protect areas of The Old Spanish Trail Arena community asset being used for their event.

**I hereby have read and agree to special terms and conditions.**

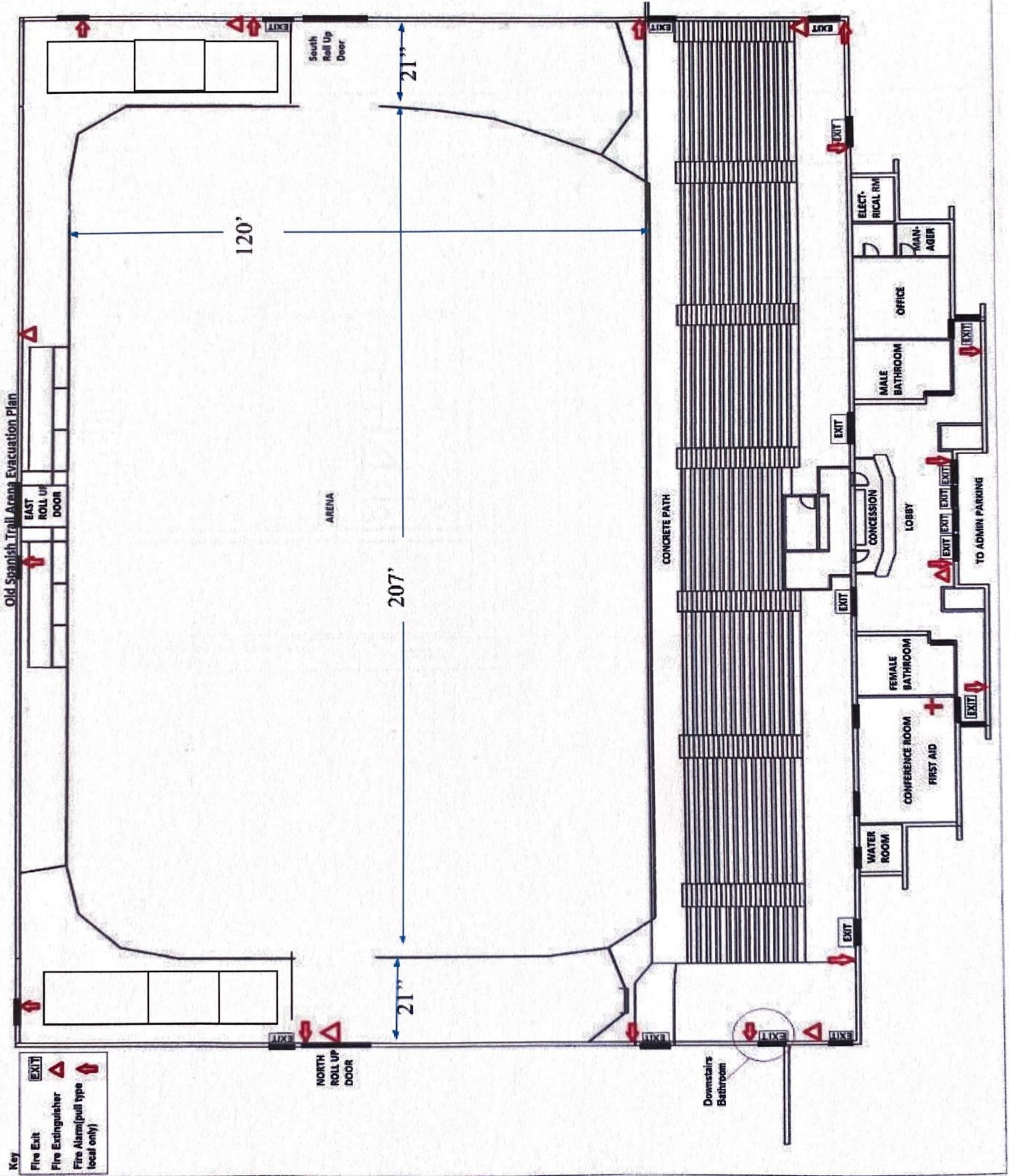
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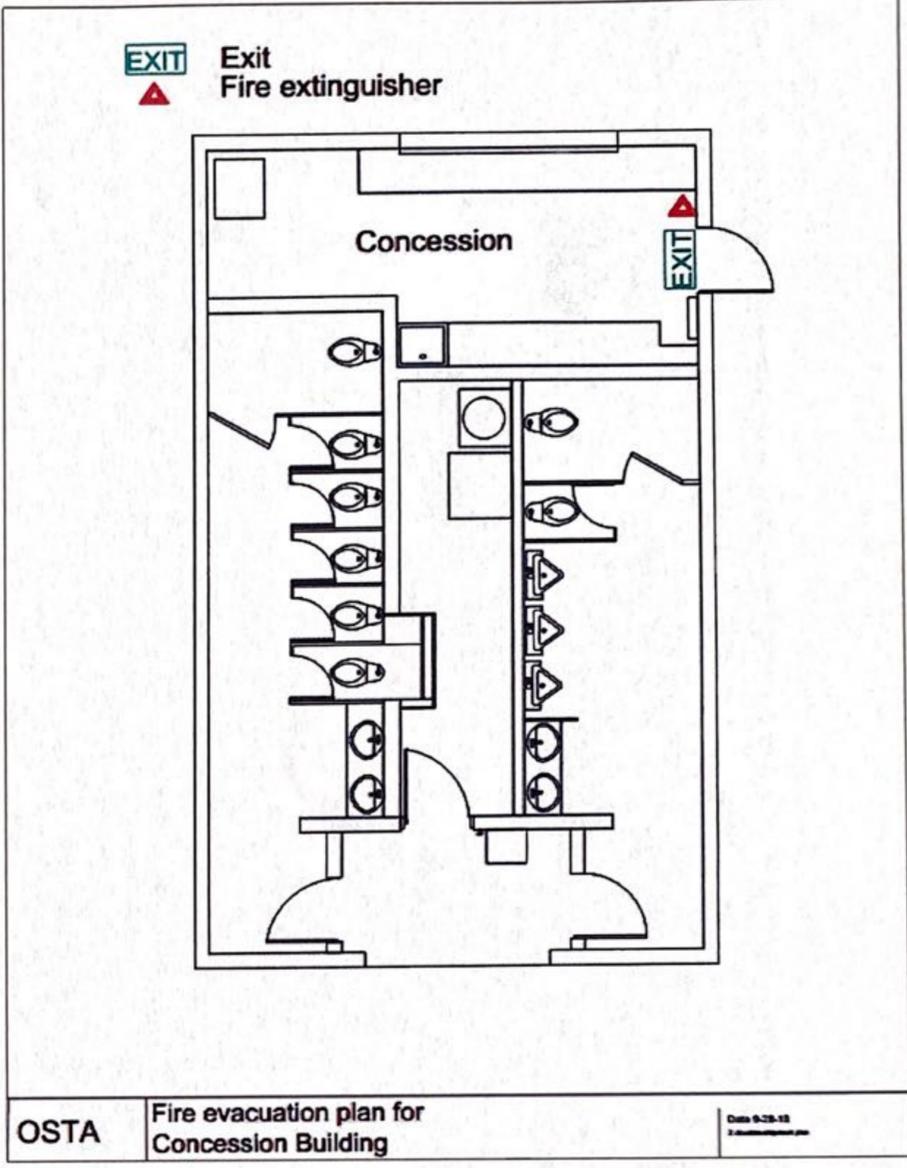
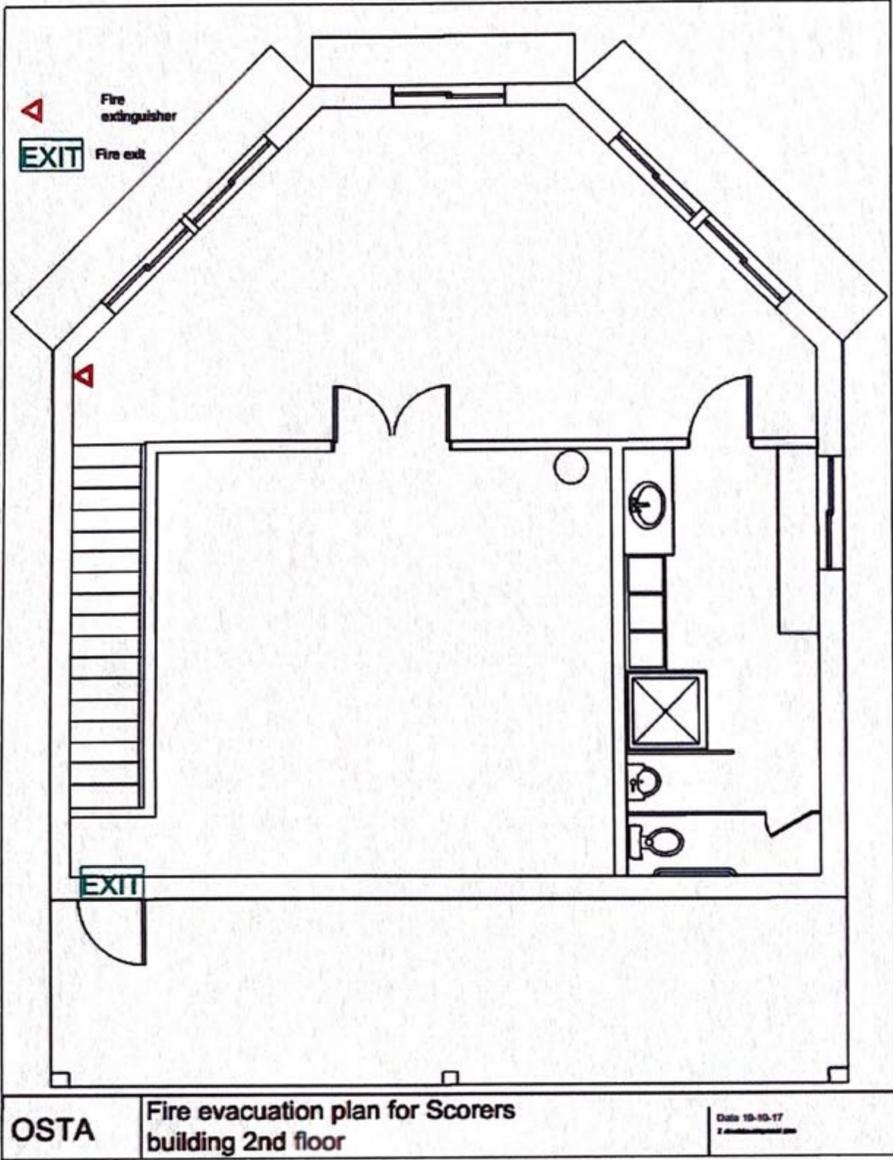


Date

8/3/2021

Old Spanish Trail Arena Evacuation Plan







**In Case of evacuation from the Arena or ball fields area, please go to the safest area near you. Area 1 is the preferred area.**

# Emergency Information

Old Spanish Trail Arena

**Emergency Medical Services (EMS) -----> 911**

**Event Location:**

**Old Spanish Trail Arena  
3641 S. Hwy 191  
Moab, UT 84532**

**Urgent Care Services:**

**Moab Regional Hospital  
450 W Williams Way  
Moab, UT 84532**

**Directions to Hospital:**

- **Starting from US-191 N**
- **Head northwest on US-191 N toward W Lemon Ln**
- **Turn left onto W 100 S/1st S St**
- **Continue to follow W 100 S**
- **Take the 2nd left onto Williams Way**
- **Arriving at 450 W Williams Way**
- **Total: 5.7 mi - about 9 minutes**

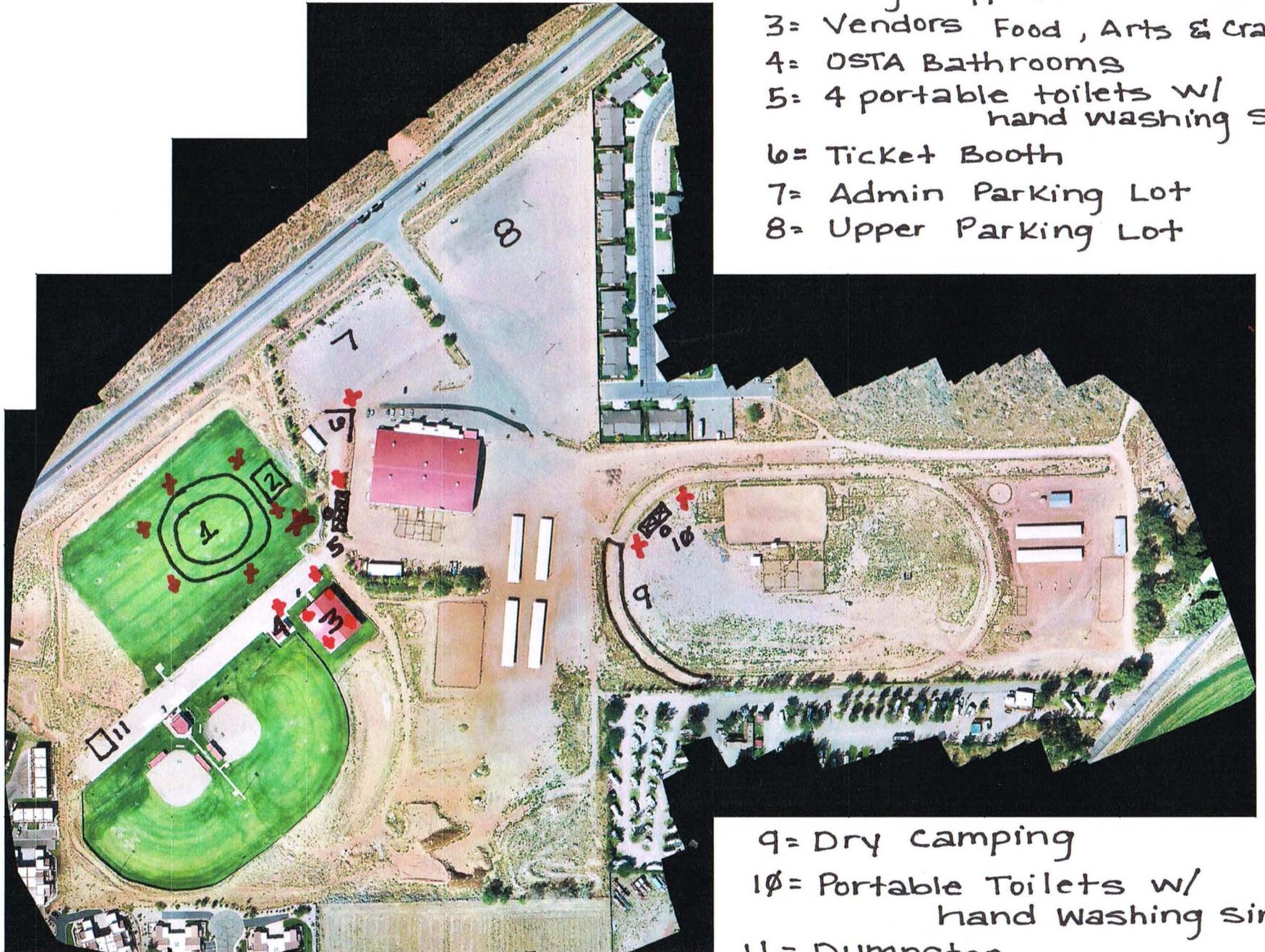
**Other Emergency Contacts:**

**Grand County Sherriff's Department → 435-259-8115**  
**Moab City Police Department → 435-259-8938**  
**Moab Fire Department → 435-259-5557**

**Arena Manager 435 259 6226 or 435 259 1311**

**If there is any emergency, please call the Arena Manager after first calling the relevent emergency response departments.**

**For all building problems please call the Arena Manager.**



- 1 = Dance / performance circle
- 2 = Stage approx. 12' x 12' x 32"
- 3 = Vendors Food, Arts & Crafts
- 4 = OSTA Bathrooms
- 5 = 4 portable toilets w/  
hand washing sink
- 6 = Ticket Booth
- 7 = Admin Parking Lot
- 8 = Upper Parking Lot

- 9 = Dry camping
- 10 = Portable Toilets w/  
hand washing sink
- 11 = Dumpster

- X = OSTA Garbage cans
- ★ = First Aid Station

INDEMNIFICATION, HOLD HARMLESS AND RELEASE OF LIABILITY  
AGREEMENT

Whereas SLC Air Protectors (hereinafter "User")  
desire(s) to use Grand County (herein after "County") Property or Facilities located at

125 E Center St. Moab UT 84532 to engage in the following activities;

Red Sand Powwow

and in consideration of County's willingness to allow User to use said facilities and/or  
property, I

Jacob Crane

, as the duly authorized agent acting on behalf of the  
User, herewith agree and promise Indemnify and hold County, its officers, agents, officials  
and employees, and volunteers harmless and release them for and from any liability, costs or  
expenses arising from any action, causes of action, claims for relief, demands, damages,  
expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims  
for relief, demands, damages, costs, fees, expenses and/or compensations are known or  
unknown, are in law or equity, and without limitation, all claims of relief which can be set  
forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or  
otherwise of User, County, and/or their respective officers, agents, officials, members,  
employees, and volunteers, or any person or persons.

In addition, User agrees to repair, solely at Users Cost, all damage to the  
County's facilities or equipment arising out of User's use or possession of said facilities or  
property.

User further agrees and promises to provide County with Certificate of  
Insurance verifying that User has acquired insurance sufficient to support User's promise to  
Indemnify and Hold County Harmless as outlined above.

User acknowledges that User has been advised to consult legal counsel and have  
had the opportunity to consult with legal counsel prior to entering into this Indemnification /  
Hold Harmless / Release of Liability Agreement.

User understands and agrees that, by signing this Indemnification / Hold  
Harmless / Release of Liability Agreement, that User relinquishes all rights or claims to  
adjudication or recourse to which User may be entitled in relation to any damages or injury  
that may arise out of the above described activities.

User warrants that User enters into this agreement with full knowledge of the  
meaning and future effect of the promises, releases and waivers contained herein.

User warrants that User has entered into the releases and waivers contained in  
this Agreement voluntarily and that User makes them without any duress or undue influence of  
any nature by any person or entity.

User agrees to assume all risk, chance or hazard that any loss sustained by User  
or any other person or entity may be greater or more extensive than is known, anticipated or  
expected.

  
Signature of User Agent

Jacob Crane  
Printed Name of User Agent

Date: July 29, 2021

August 11, 2021

To: Grand County Commission

From: Special Events Committee

The Special Events Committee recommends the Commission approve the Red Sand Pow Wow permit for September 11 and 12, 2021, at Old Spanish Trail Arena (OSTA).

The Special Event Referral Agencies and the Special Events Committee have reviewed the Red Sand Pow Wow application. All conditions for approval from the Referral Agencies have been met. The applicant has complied with all COVID-19 requirements for special events.

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**AUGUST 17, 2021**

Agenda Item: H

<b>TITLE:</b>	Approving Part-time Law Clerk Job Description and Pay Grade
<b>FISCAL IMPACT:</b>	Paid at \$15-\$25/ hour DOE with Total Salary and Benefits not to exceed \$15,000 in 2021. (Within Budget)
<b>PRESENTER(S):</b>	Renee Baker, Personnel Services Director

**Prepared By:**

Renee Baker  
 Personnel Services  
 Director  
 435-259-1323  
 rbaker@grandcountyutah.net

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

**SUGGESTED MOTION:**

**I move to approve the Part-time Law Clerk job description and placement pay range of \$15-\$25/hour depending on experience, and authorize recruitment and hiring effective 8/18/2021.**

**BACKGROUND:**

GCAO is interested in hiring a part-time law clerk (10-25 hrs per week) who is enthusiastic about gaining practical experience in the courtroom by appearing and prosecuting criminal cases in justice court as a Law Student under Rule 14-807 of the Utah Supreme Court Rules of Professional Practice. The law clerk's primary responsibility will be to appear and prosecute cases remotely in Grand County Justice Court, under the supervision of Chief Deputy County Attorney Colleen Magee. Law clerks are expected to have an outstanding comprehension of existing law in order to clearly articulate legal information to the prosecutor, defense counsel, and pro se defendants.

Law clerk programs are commonly used in district attorney offices across the country in misdemeanor courts as they provide prosecution support at a good value while offering experience to law students. GCAO will work with the criminal clinics at Utah law schools to help fulfill this position.

Hiring a law clerk to handle the misdemeanor cases in our Justice Court will free up our Chief Deputy County Attorney to focus on our ever increasing district court caseload, including some pending, demanding special victim cases.

**ATTACHMENT(S):**

**-DRAFT JOB DESCRIPTION**



# Grand County

## Job Description

<b>Title:</b>	Law Clerk	<b>Job Code:</b>	1350
<b>Division:</b>	Administration	<b>Effective Date:</b>	
<b>Department:</b>	County Attorney	<b>Last Revised:</b>	8/2021

### GENERAL PURPOSE

Performs a variety of **working level complex legal duties designed** to expedite case preparation and legal services provided through the office of the County Attorney. The Law Clerk's primary responsibility will be to appear and prosecute cases in Grand County Justice Court and as needed in District, Juvenile and Drug Court.

### SUPERVISION RECEIVED

Works under the direct supervision of the County Attorney and Chief Deputy Attorney

### SUPERVISION EXERCISED

None

### ESSENTIAL FUNCTIONS AND RESPONSIBILITIES:

- Appear in court remotely and cover weekly calendars in justice court, drug court, and juvenile court, and occasionally in district court, with supervision under Rule 14-807.
- Assist attorneys in their primary duties.
- Prepare for weekly court calendars
- Prepare for and conduct bench trials and evidentiary hearings
- Contact and prep witnesses for bench trials and evidentiary hearings
- Interpret laws, rulings, and regulations for specific cases.
- Negotiate offers for cases in justice court
- Prepare memoranda and briefs with accurate information on specific cases.
- Occasionally provide assistance prior and during a court proceeding by preparing for a case and examining the related legal documents.
- Occasionally attend district court sessions remotely in order to listen to and record critical information.

### MINIMUM QUALIFICATIONS

In order to be eligible to appear in court as a Law School Student under Rule 14-807, the following is required:

- Must be a 2L or 3L (3L preferred), in good standing
- Completed and passed Evidence course
- Completed and passed Criminal Procedure course

Additional requirements and qualifications are as follows:

- Must be available to work remotely every Wednesday to cover justice court, and occasionally on Thursdays for drug court and juvenile court
- Excellent interpersonal and writing skills.
- Extremely organized and able to manage the assigned caseload
- Flexible schedule with a commitment to attendance.
- Ability to work under pressure and meet deadlines.
- Ability to work independently while still under supervision, and as part of a team.

May require occasional travel to Moab, if needed (no more than 1 Wednesday per month, if at all)

\*\*\*\*\*

**Disclaimer:** The above statements describe the general nature, level, and type of work performed by the incumbent(s) assigned to this classification. They are not intended to be an exhaustive list of all responsibilities, demands, and skills required of personnel so classified. Job descriptions are not intended to and do not imply or create any employment, compensation, or contract rights to any person or persons. Management reserves the right to add, delete, or modify any and/or all provisions of this description at any time as needed without notice. This job description supersedes earlier versions.

I \_\_\_\_\_ have reviewed the above job description. Date \_\_\_\_\_

(Employee)

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**AUGUST 17, 2021**

Agenda Item: I

<b>TITLE:</b>	Approving eliminating OSTA Maintenance Worker position and moving two positions to OSTA Maintenance Tech
<b>FISCAL IMPACT:</b>	Total Salary and Benefits not to exceed \$7,000 in 2021. (Within Budget)
<b>PRESENTER(S):</b>	Renee Baker, Personnel Services Director and Angie Book, Arena Director

**Prepared By:**

Renee Baker  
 Personnel Services  
 Director  
 435-259-1323  
 rbaker@grandcountyutah.net

**FOR OFFICE USE ONLY:**

**Attorney Review:**

**SUGGESTED MOTION:**

**I move to approve eliminating the OSTA Maintenance Worker (Grade 3) position and moving the two positions to OSTA Maintenance Technician (Grade 5), effective 8/18/2021.**

**BACKGROUND:**

OSTA Maintenance Workers and Techs are required to perform a variety of duties, often at the same skill level. Currently there are 2 unfilled maintenance worker positions and one technician position.

By eliminating the difference in pay grade and position job descriptions, it will allow for incoming employees to complete the same variety of duties at the Tech level, and for all positions to be at the same grade.

**ATTACHMENT(S):**

**-OSTA MAINTENANCE TECH JOB DESCRIPTION**

**-2021 GRADE AND STEP CHART**



# Grand County

## Job Description

<b>Title:</b>	Facilities Maintenance Worker	<b>Job Code:</b>	2207
<b>Division:</b>	Operations	<b>Effective Date:</b>	09/2017
<b>Department:</b>	OSTA	<b>Last Revised:</b>	

### GENERAL PURPOSE

Performs a variety of **entry level skilled and semi-skilled duties** as needed to ensure efficient and effective facilities upkeep, event coordination, technical support, equipment services, security, exhibitor services.

### SUPERVISION RECEIVED

Works under the general supervision of the Arena Director.

### SUPERVISION EXERCISED

None.

### ESSENTIAL FUNCTIONS

**Operations & Projects:** Performs a variety of building maintenance work including sweeping, mopping, vacuuming, dusting, scrubbing, waxing and polishing, washing windows, woodwork, doors, desks, walls, ceiling and bleachers, collects trash and disposes of waste; cleans and sanitizes restrooms.

Performs minor repairs and maintenance such as painting, unplugging clogged drains, replacing broken windows, lights, roofing problems or leaks, repair electronic locks, and stall disinfectant and repairs.

Purchases supplies and materials for OSTARC as required for projects, maintenance, event setup and cleaning with reference to the budget constraints in absence of manager; cleans, maintains, and stores tools and janitorial equipment to insure personal safety of other employees/work crews and the general public.

Performs various seasonal duties; shovels snow, maintains outside walks and parking areas, keeps the outside of the premises in an orderly condition; maintains the irrigation system and lawns, waters windbreaks and carries out yearly maintenance cyclic work; winterizes vehicles, building and grounds infrastructure; sets up fields for various sports including line marking, softball plates, soccer goals with nets, and prepare diamonds; waters and levels dirt on arena floor using specialized equipment and/or implements specific to meeting the requirements of the event; moves and sets up rails and guards; maintains OSTARC event marquee and advertises these events in a timely manner.

Operates specialized equipment that is needed for the maintenance, set up and use of the facility including motor cars, trucks, lawn mowers, aerators, fertilizer spreaders, water truck, bucket truck, back-hoe, tractors, tipping trailer, front end loader, fork-lift, roller, grader, and various other hydraulically operated implements.

Prepares for events, activities, and user groups as required, such as the facility's lights, timers, air conditioning and sound system and sets up supplementary equipment for events and activities as needed; locks and unlocks doors per event schedule for early and late events including weekends or holidays as required, and consistently modifies registers and issues combination codes on relevant locks to event holders; oversees and coordinates work crew/contractor activities necessary to support various events and activities.

Checks and services vehicles and equipment with diesel, gas, oil, and coolant levels. Reports present and anticipated mechanical problems; makes minor emergency repairs and adjustments on machinery.

Performs related duties as assigned.

MINIMUM QUALIFICATIONS

1. Education and Experience

- A. Graduation from high school;
- AND
- B. Sufficient experience to demonstrate an aptitude or ability to perform above and related duties;
- OR
- C. An equivalent combination of education and experience.

2. Knowledge, Skills, and Abilities:

**Some knowledge of** the use and care of mechanical tools, use of levels, and testing equipment; standard practices, methods, materials, and tools of mechanical and various maintenance trades; hazards and safety precautions common to equipment maintenance and repair activities; public and employee safety; animal handling, including safety and knowledge of common sicknesses desirable; state statute for equine facilities; standard practices, methods, materials, tools and equipment used in minor building construction, maintenance and repair of equipment; first aid, CPR and basic principles of rescue from confined spaces, such as the arena roof area and sewer manholes.

**Skill** in the use of office equipment including fax machines, phone systems, computer, security cameras and two-way radio equipment; use of carpentry and mechanics tools, repairs to locks, plumbing, electrical, and painting; use of heavy vehicular equipment desirable; irrigation and water line installation and repair.

**Ability to** learn follow verbal and written instructions; establish and maintain effective relationships with employees and other departments; communicate effectively, both orally and in writing; prevent damage to lawns etc. by insects, molds, prairie dogs, gophers, rabbits, dogs and horses, etc.; safely use weed eradication chemicals while maintaining the lawns and trees; determine quantities and equipment adjustment for even spread of fertilizer; learn programing of irrigation controllers to water on demand and the programing of the use of solenoids, decoders/valves into the system; sharpen or replace tines on aerator implement as required; adjust mower to seasonal needs.

3. Special Qualifications:

- Must possess a valid Utah Driver's License.
- Must complete a twelve (12) month probationary period.
- Must successful complete a pre-employment drug screening and background check.
- Must be available and on call to respond to facility alarm systems and emergencies.
- Must be able to move objects weighing up to 80 lbs.

4. Work Environment:

Tasks require variety of physical activities, generally involving muscular strain, such as walking, standing, stooping, sitting, reaching, lifting, etc. Talking, hearing and seeing essential to the performance of the job. Common eye, hand, finger dexterity required. Mental application utilizes memory for details, verbal instructions, discriminating thinking. Frequent local travel required in normal course of job performance. Occasionally exposed to high work places, volatile materials, toxic materials, confined work spaces and seasonal extreme changes in weather conditions. Strength of arms, hands, legs, and back required in the performance of essential functions. Long hours, including weekend and night work, is required during busy season.

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**Disclaimer:** The above statements describe the general nature, level, and type of work performed by the incumbent(s) assigned to this classification. They are not intended to be an exhaustive list of all responsibilities, demands, and skills required of personnel so classified. Job descriptions are not intended to and do not imply or create any employment, compensation, or contract rights to any person or persons. Management reserves the right to add, delete, or modify any and/or all provisions of this description at any time as needed without notice. This job description supersedes earlier versions.

I \_\_\_\_\_ have reviewed the above job description. Date \_\_\_\_\_  
(Employee)



# Grand County

## Job Description

<b>Title:</b>	Facilities Maintenance Technician	<b>Job Code:</b>	2206
<b>Division:</b>	Operations	<b>Effective Date:</b>	09/2017
<b>Department:</b>	OSTA	<b>Last Revised:</b>	

### GENERAL PURPOSE

Performs a variety of **working level skilled and semi-skilled duties** as needed to ensure efficient and effective facilities upkeep, event coordination, technical support, equipment services, security, exhibitor services.

### SUPERVISION RECEIVED

Works under the close supervision of the Assistant Arena Director and general supervision of the Arena Director.

### SUPERVISION EXERCISED

None

### ESSENTIAL FUNCTIONS

**Operations & Projects:** Performs a variety of building maintenance work including sweeping, mopping, vacuuming, dusting, scrubbing, waxing and polishing, washing windows, woodwork, doors, desks, walls, ceiling and bleachers, collects trash and disposes of waste; cleans and sanitizes restrooms.

Performs minor repairs and maintenance such as painting, unplugging clogged drains, replacing broken windows, lights, roofing problems or leaks, repair electronic locks, and stall disinfectant and repairs.

Purchases supplies and materials for OSTARC as required for projects, maintenance, event setup and cleaning with reference to the budget constraints in absence of manager; cleans, maintains, and stores tools and janitorial equipment to insure personal safety of other employees/work crews and the general public.

Performs various seasonal duties; shovels snow, maintains outside walks and parking areas, keeps the outside of the premises in an orderly condition; maintains the irrigation system and lawns, waters windbreaks and carries out yearly maintenance cyclic work; winterizes vehicles, building and grounds infrastructure; sets up fields for various sports including line marking, softball plates, soccer goals with nets, and prepare diamonds; waters and levels dirt on arena floor using specialized equipment and/or implements specific to meeting the requirements of the event; moves and sets up rails and guards; maintains OSTARC event marquee and advertises these events in a timely manner.

Operates specialized equipment that is needed for the maintenance, set up and use of the facility including motor cars, trucks, lawn mowers, aerators, fertilizer spreaders, water truck, bucket truck, back-hoe, tractors, tipping trailer, front end loader, fork-lift, roller, grader, and various other hydraulically operated implements.

Prepares for events, activities, and user groups as required, such as the providing customer service, facility's lights, timers, air conditioning and sound system and sets up supplementary equipment for events and activities as needed; locks and unlocks doors per event schedule for early and late events including weekends or holidays as required, and consistently modifies registers and issues combination codes on relevant locks to event holders; oversees and coordinates work crew/contractor activities necessary to support various events and activities. Must maintain a professional appearance in line with event activities and user groups.

Checks and services vehicles and equipment with diesel, gas, oil, and coolant levels. Reports present and anticipated mechanical problems; makes minor emergency repairs and adjustments on machinery.

Performs related duties as assigned.

MINIMUM QUALIFICATIONS

## 1. Education and Experience

A. Graduation from high school;

AND

B. Two (2) years of progressively responsible experience in facilities and custodial operations or related fields;

OR

C. An equivalent combination of education and experience.

## 2. Knowledge, Skills, and Abilities:

**Working knowledge of** Equipment and personnel requirements in presenting public entertainments, attractions, and activities; the use and care of mechanical tools, use of levels, and testing equipment; standard practices, methods, materials, and tools of mechanical and various maintenance trades; swapping over of hydraulically operated implements; hazards and safety precautions common to equipment maintenance and repair activities; public and employee safety; record keeping and reporting procedures; animal handling, including safety and knowledge of common sicknesses desirable; state statute for equine facilities; standard practices, methods, materials, tools and equipment used in minor building construction, maintenance and repair of equipment; computers, Internet, software applications, which include Microsoft Excel, Word and Outlook, calendar applications and remote security camera programs and smart phone applications; first aid, CPR and basic principles of rescue from confined spaces, such as the arena roof area and sewer manholes.

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

**Ability to** learn OSHA standards and practices applicable to County facilities; follow verbal and written instructions; ability to establish and maintain effective relationships with employees and other departments; work closely with the public to answer questions and practice good customer service; order materials and supplies as needed; learn operational procedures of OSTARC and grounds; communicate effectively, both orally and in writing; prevent damage to lawns etc. by insects, molds, prairie dogs, gophers, rabbits, dogs and horses, etc.; safely use weed eradication chemicals while maintaining the lawns and trees; determine quantities and equipment adjustment for even spread of fertilizer; learn programming of irrigation controllers to water on demand and the programming of the use of solenoids, decoders/valves into the system; determine and calculate the amount of irrigation water needed and forecast and manage usage for the year; sharpen or replace tines on aerator implement as required; adjust mower to seasonal needs; replace impellers to water booster pumps/make repairs to electric motors and pumps; oversee and train work crews.

## 3. Special Qualifications:

Must possess a valid Utah Driver's License.

Must complete a twelve (12) month probationary period.

Must successfully complete a pre-employment drug screening and background check.

Must be available and on call to respond to facility alarm systems and emergencies.

Must be able to move objects weighing up to 80 lbs.

Must obtain and maintain valid Utah Commercial Class A Driver's license with N endorsement.

May be required to be or become a Certified Applicator for the control of noxious weeds.

## 4. Work Environment:

Tasks require variety of physical activities, generally involving muscular strain, such as walking, standing, stooping, sitting, reaching, lifting, etc. Talking, hearing and seeing essential to the performance of the job. Common eye, hand, finger dexterity required. Mental application utilizes memory for details, verbal instructions, discriminating thinking. Frequent local travel required in normal course of job performance. Occasionally exposed to high work places, volatile materials, toxic materials, confined work spaces and seasonal extreme changes in weather conditions. Strength of arms, hands, legs, and back required in the performance of essential functions. Long hours, including weekend and night work, is required during busy season.

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I \_\_\_\_\_ have reviewed the above job description. Date \_\_\_\_\_

(Employee)

**2021 APPROVED Grade and Step Chart  
WITH 1.4% COLA**

<b>Column1</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>	<b>Step 13</b>	<b>Step 14</b>	<b>Step 15</b>
Grade 1	15.0199	15.4705	15.9346	16.4127	16.9050	17.4122	17.9345	18.4726	19.0268	19.5976	20.1855	20.7911	21.4148	22.0572	22.7189
Grade 2	15.7709	16.2440	16.7313	17.2333	17.7503	18.2828	18.8313	19.3962	19.9781	20.5774	21.1948	21.8306	22.4855	23.1601	23.8549
Grade 3	16.5594	17.0562	17.5679	18.0949	18.6378	19.1969	19.7728	20.3660	20.9770	21.6063	22.2545	22.9221	23.6098	24.3181	25.0476
Grade 4	17.3874	17.9090	18.4463	18.9997	19.5697	20.1568	20.7615	21.3843	22.0259	22.6866	23.3672	24.0682	24.7903	25.5340	26.3000
Grade 5	18.2568	18.8045	19.3686	19.9497	20.5482	21.1646	21.7996	22.4535	23.1271	23.8210	24.5356	25.2717	26.0298	26.8107	27.6150
Grade 6	19.1696	19.7447	20.3371	20.9472	21.5756	22.2228	22.8895	23.5762	24.2835	25.0120	25.7624	26.5352	27.3313	28.1512	28.9958
Grade 7	20.1281	20.7319	21.3539	21.9945	22.6544	23.3340	24.0340	24.7550	25.4977	26.2626	27.0505	27.8620	28.6979	29.5588	30.4456
Grade 8	21.1345	21.7685	22.4216	23.0942	23.7871	24.5007	25.2357	25.9928	26.7726	27.5757	28.4030	29.2551	30.1328	31.0367	31.9678
Grade 9	22.1912	22.8570	23.5427	24.2490	24.9764	25.7257	26.4975	27.2924	28.1112	28.9545	29.8232	30.7179	31.6394	32.5886	33.5662
Grade 10	23.3008	23.9998	24.7198	25.4614	26.2252	27.0120	27.8224	28.6570	29.5167	30.4023	31.3143	32.2537	33.2214	34.2180	35.2445
Grade 11	24.4658	25.1998	25.9558	26.7345	27.5365	28.3626	29.2135	30.0899	30.9926	31.9224	32.8800	33.8664	34.8824	35.9289	37.0068
Grade 12	25.6891	26.4598	27.2536	28.0712	28.9133	29.7807	30.6742	31.5944	32.5422	33.5185	34.5240	35.5598	36.6266	37.7253	38.8571
Grade 13	26.9736	27.7828	28.6163	29.4748	30.3590	31.2698	32.2079	33.1741	34.1693	35.1944	36.2502	37.3377	38.4579	39.6116	40.8000
Grade 14	28.3223	29.1719	30.0471	30.9485	31.8770	32.8333	33.8183	34.8328	35.8778	36.9541	38.0628	39.2046	40.3808	41.5922	42.8400
Grade 15	29.7384	30.6305	31.5494	32.4959	33.4708	34.4749	35.5092	36.5744	37.6717	38.8018	39.9659	41.1649	42.3998	43.6718	44.9820
Grade 16	31.2253	32.1621	33.1269	34.1207	35.1443	36.1987	37.2846	38.4032	39.5553	40.7419	41.9642	43.2231	44.5198	45.8554	47.2311
Grade 17	32.7866	33.7702	34.7833	35.8268	36.9016	38.0086	39.1489	40.3233	41.5330	42.7790	44.0624	45.3843	46.7458	48.1482	49.5926
Grade 18	34.4259	35.4587	36.5224	37.6181	38.7466	39.9090	41.1063	42.3395	43.6097	44.9180	46.2655	47.6535	49.0831	50.5556	52.0722
Grade 19	36.1472	37.2316	38.3485	39.4990	40.6840	41.9045	43.1616	44.4565	45.7902	47.1639	48.5788	50.0362	51.5372	53.0834	54.6759
Grade 20	37.9545	39.0932	40.2660	41.4739	42.7182	43.9997	45.3197	46.6793	48.0797	49.5221	51.0077	52.5380	54.1141	55.7375	57.4096
Grade 21	39.8523	41.0478	42.2793	43.5476	44.8541	46.1997	47.5857	49.0133	50.4837	51.9982	53.5581	55.1649	56.8198	58.5244	60.2801
Grade 22	41.8449	43.1002	44.3932	45.7250	47.0968	48.5097	49.9650	51.4639	53.0078	54.5981	56.2360	57.9231	59.6608	61.4506	63.2941
Grade 23	43.9371	45.2552	46.6129	48.0113	49.4516	50.9352	52.4632	54.0371	55.6582	57.3280	59.0478	60.8193	62.6438	64.5231	66.4588
Grade 24	46.1340	47.5180	48.9435	50.4118	51.9242	53.4819	55.0864	56.7390	58.4411	60.1944	62.0002	63.8602	65.7760	67.7493	69.7818
Grade 25	48.4407	49.8939	51.3907	52.9324	54.5204	56.1560	57.8407	59.5759	61.3632	63.2041	65.1002	67.0532	69.0648	71.1368	73.2709
Grade 26	50.8627	52.3886	53.9603	55.5791	57.2464	58.9638	60.7327	62.5547	64.4314	66.3643	68.3552	70.4059	72.5181	74.6936	76.9344
Grade 27	53.4058	55.0080	56.6583	58.3580	60.1088	61.9120	63.7694	65.6825	67.6529	69.6825	71.7730	73.9262	76.1440	78.4283	80.7811
Grade 28	56.0761	57.7584	59.4912	61.2759	63.1142	65.0076	66.9578	68.9666	71.0356	73.1666	75.3616	77.6225	79.9512	82.3497	84.8202
Grade 29	58.8799	60.6463	62.4657	64.3397	66.2699	68.2580	70.3057	72.4149	74.5874	76.8250	79.1297	81.5036	83.9487	86.4672	89.0612
Grade 30	61.8239	63.6787	65.5890	67.5567	69.5834	71.6709	73.8210	76.0357	78.3167	80.6662	83.0862	85.5788	88.1462	90.7905	93.5143

\*\* APPROVED 12.15.2020 COMMISSION MEETING \*\*

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**AUGUST 17, 2021**

Agenda Item: J

<b>TITLE:</b>	Adopting Ordinance repealing and replacing Article 9 (Administration and Procedures) and amending Article 10 (Definitions) of the Grand County Land Use Code (LUC)
<b>FISCAL IMPACT:</b>	N/A
<b>PRESENTER(S):</b>	Mallory Nassau, Associate Commission Administrator and John J. Guenther, PZ Director

**Prepared By:**

Mallory Nassau,  
Associate  
Administrator and  
John Guenther  
Planning and Zoning  
Director

**FOR OFFICE USE ONLY:**

**Attorney Review:**

N/A

**RECOMMENDED MOTION:**

I move to **POSTPONE** adopting the Ordinance repealing and replacing Article 9 and amending Article 10 of the Grand County Land Use Code.

**Staff Recommendation on Postponing:**

Upon further review on the County Land Use, Development and Management Act, staff would like to explore modifying Minor Record Surveys to Minor Subdivisions.

**BACKGROUND:**

The recommended changes are necessary to bring our LUC up-to-date with Utah law and streamline processes to increase efficiency.

**Planning Commission Recommendation: APPROVE with revisions**

The Planning Commission regularly scheduled meeting of June 28, 2021 conducted a public hearing regarding LUC amendments. No public testimony was received.

The unanimous recommendation was to advance the proposed amendments, with minor changes, as noted in the recommendation.

A public hearing was held before the Regular County Commission meeting on July 20, 2021.

One written public comment concerns the use of digital notification. Planning and Zoning will be presenting a public engagement strategy with a web based presence in the coming months.

1. Preliminary and Final Plat reviews and approvals through administrative action – **removing references to the Minor Record Survey (MRS) and defaulting to the Plat Process:**

a. Rationale:

- i. The Utah State Code identifies the need for legislative decisions to be heard by the Planning

- Commission and County Commission – e.g. changes to the General Plan or any Rezoning including Planned Unit Developments (PUD); High Density Housing; and Overnight Accommodation changes;
- ii. Legislative decisions consider matters of policy that align with the General Plan elements such as Land Use and Density; and
  - iii. Administrative decisions are technical in nature and evaluate impacts based on the development regulation criteria - narrowly defined design standards that include roads, noise mitigation, soil conditions, drainage, water and liquid waste servicing, and landscaping; and
  - iv. Regular reporting – Planning and Zoning will report to both the Planning and County Commissions on a bi-monthly basis highlighting all permitting actions.

## 2. Conditional Use Permit Public Meetings

- a. Background:
  - i. Conditional use permits by code are administrative.
- b. Proposal and Rationale:
- c. ***As a CUP is administrative, the quasi-judicial process in a public hearing is not triggered due to the narrow objective based prescriptions and therefore should be removed;*** but
- d. The Commissions should weigh the criteria in an open public meeting.

## 3. Land use appeals to the Hearing Examiner:

- a. Background and Rationale:
  - i. Appeals of administrative decisions are heard by the Hearing Examiner. The considerations are matters of code interpretation, reasonable application, and variances that usually require a unique hardship test that do not upset the intention or framework of the Land Use Code;
  - ii. ***As no formal public testimony and quasi-judicial process is implicated a public hearing is superfluous;*** and
  - iii. The hearing examiner weighs the arguments and determines findings from both the appellant and defendant.

## 4. Public noticing procedures:

- a. Background:
  - i. ***The Utah State Land Use code effective July 1, 2021 allows digital notification on the State and County websites without print media publication. Mailings are still required to affected parties for public hearings.***

b. Proposal and Rationale:

- i. The use of web notifications and digital messaging is more common place than print media;
- ii. The lead time for print media notices can mean delays in land use processing; and
- iii. Accuracy of the published notice is more difficult to control than digital notification.

**County Attorney Recommendation: APPROVE with revision.**

1. Preliminary and Final Plat reviews and approvals through administrative action: Our PZ Department has been in a state of flux for two years. Thus, for the purposes of continuity and checks and balances, I recommend final plat approval stay with the Commission or the County Attorney be required to sign each final plat (Section 9.5.1.K and related sections).

**ATTACHMENT(S):**

1. Ordinance with Exhibit A, proposed LUC amendments- redline;
2. Ordinance with Exhibit A, proposed LUC amendments- clean;
3. Public Comment – Email (1)

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**AUGUST 17, 2021**  
**Agenda Item: K**

<b>TITLE:</b>	Adopting Ordinance repealing and replacing Chapter 8.16 (Special Events) of the Grand County General Ordinances and related Ordinance No. 637
<b>FISCAL IMPACT:</b>	
<b>PRESENTER(S):</b>	Mallory Nassau, Associate Commission Administrator

**Prepared By:**  
  
Mallory Nassau

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

**SUGGESTED MOTION:**

I move to repeal Chapter 8.16 (Special Events) of the Grand County General Ordinances and related Ordinance No. 637 and adopt new Chapter 8.16 (Special Events), as set forth in the attached Ordinance and its Exhibit A.

**BACKGROUND:**

The proposed Ordinance repealing and replacing Chapter 8.16 Ordinance No. 637 established a Special Event Advisory Committee (SEAC) in place of the Special Event Committee (SEC). The proposed Ordinance also modifies the approval authority for events not requiring Commission approval, modifies the procedures and requirements for Special Event Permit applications and updates the COVID-19 guidelines.

Under the proposed Ordinance, SEAC would review an initial Intent to Apply to determine if the event complies with local, state and federal laws as well as County Ordinances and Resolutions. The Intent to Apply would be the first step in the application process and would facilitate initial approval so applications that are non-compliant do not proceed to submission of a complete application to ultimately be denied. The SEAC would also determine if the application requires Commission approval. Under the proposed Ordinance, SEAC would be advisory only and the approval authority would be either the Clerk/Auditor (events not requiring Commission approval) or the Commission.

Additionally, the Ordinance proposes a pre-authorization list. The pre-authorization list would allow for the Commission to approve events that the Clerk/Auditor could approve. The list would be specific to events that are over a 1,000 attendees and would take into consideration the following:

- Event type;
- If the event is recurring;
- If the event and/or applicant are in good standing with the County;
- If the event is locally sponsored; and
- If the event is intended to be cultural, community/family, educational or historical.

**ATTACHMENT(S):**

- Draft Ordinance
- Redlined Exhibit A
- Clean Exhibit A

## EXHIBIT A

### Chapter 8.16 Special Events

#### Sections:

**8.16.010 Purpose and Intent**

**8.16.020 Severability**

**8.16.030 Definitions**

**8.16.040 Permits Required**

**8.16.050 Exceptions**

**8.16.060 Sales Tax**

**8.16.070 Special Events ~~Coordinating-Advisory~~ Committee**

**8.16.080 County Commission**

**8.16.090 Application Requirements**

**8.16.100 Fees**

**8.16.110 Application Review Procedure**

**8.16.120 Conditions**

**8.16.130 Grounds for Denial**

**8.16.140 Enforcement**

**8.16.150 Remedies and Penalties**

**8.16.160 Post Event Evaluation**

**8.16.170 Constitutional Right**

**8.16.180 COVID-19 Regulations**

#### **8.16.010 Purpose and Intent**

It is the purpose of Grand County to regulate assemblage of people requiring mitigation of impacts to the health, safety, peace, comfort and welfare of all persons in Grand County, residents and visitors alike.

#### **8.16.020 Severability**

If a provision, clause, sentence, or paragraph of this chapter or application thereof to any person or circumstances shall be ruled invalid, such ruling shall not affect the other provisions or applications of this chapter, and to this end the provisions of this chapter are severable.

If any provision of this Chapter conflicts with any state or county executive or public health order or other temporary regulation, the latter shall govern.

#### **8.16.030 Definitions**

- A. "Cost Recovery Surcharge" shall mean a project specific fee to recover costs incurred by Grand County for event-related public safety, utilities, traffic control, and parking, and which may also include or incorporate charges which would otherwise apply for land use permits, building permit fees, temporary structure permits, or other applicable charges.

B. "Committee" shall mean the Special Events Advisory Committee, the composition, duties and obligations of which are set forth in Section 8.16.070.

C. "Daily Total Attendance" shall mean and include all registrants, spectators (including family of or crew for the registrants), staff (including agents and subcontractors), volunteers, vendors, and any other participants.

~~D.~~ "Permittee" shall mean the applicant for the Special Event, as hereinafter defined, becomes the Permittee when the Special Event permit is signed by the Special Events Coordinating Committee Clerk/Auditor, as defined in Section 8.16.100, County Commission as defined in Section 8.16.080, or other designee of the County.

~~D.E.~~ "Processing Department" shall mean the Moab Area Travel Council ("Travel Council") for events in the county or Old Spanish Trail Arena ("OSTA") for events at the facility.

~~E.F.~~ "Referral Agencies" shall mean Grand County Planning and Zoning, Roads, Building, and Economic Development Departments; Utah Department of Transportation; Utah Highway Patrol; Grand County Sheriff's Office; Moab City Police Department; Grand County Emergency Medical Services; Moab Valley or Thompson Fire Protection Districts; Southeast Utah Health Department; Utah Division of Alcoholic Beverage Control; City of Moab; Town of Castle Valley; San Juan County; federal and state land management agencies; and other agencies the Committee deems appropriate.

~~F.G.~~ "Special Event" shall mean a sporting, cultural, entertainment, commercial, or similar gathering or activity, whether for profit or nonprofit, whether open to the public or not, whether located on private or public land (including trails), occurring for a limited duration not to exceed thirty (30) consecutive days; and:

- i. Where Daily Total Attendance may exceed one hundred persons;
- ii. Noise that is prohibited by Title 11 of the Grand County General Ordinances may be used or created (the "Noise Ordinance");
- iii. The County Commission determines that the proposed event will result in identifiable impacts to county services or the health, welfare, peace, comfort, or safety of Grand County residents or visitors; or,
- iv. Any event available to the public that requires the full or partial closure of a public right of way or use of public property.

By way of illustration but not limitation, Special Events include events where entrance fees are charged, retail sales are conducted, or vendors offer goods or services; races; concerts; dances; exhibitions; lectures; or a public assembly, such as a parade, rally, or celebration, whether open to the public or not. Special Event shall not include non-commercial family or youth events held in a County facility.

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F. "Special Event Permit" or "Permit" means a certificate or other written approval sought by an applicant for an event as defined in this chapter, granted through the Grand County Commission or its designee, the ~~Special Events Committee~~Clerk/Auditor.

#### **8.16.040 Permits Required**

Unless otherwise provided herein, no person, entity, organization, business, firm or other establishment may conduct, organize, establish, institute, operate or sponsor a Special Event in unincorporated Grand County without first obtaining a valid written Special Event Permit issued by Grand County.

In addition, all Special Events shall operate under a valid Grand County business license, or temporary business license, pursuant to Title 5 of the Grand County General Ordinances, as amended.

#### **8.16.050 Exceptions**

Weddings, family reunions, neighborhood block parties, garage sales, conferences, and similar events held in a permitted permanent facility consistent with the facility's occupancy and design standards shall not require a Special Event Permit.

#### **8.16.060 Sales Tax**

With the exception of religious and charitable entities, all vendors participating in Special Events are required to obtain a Sales Tax Account Number from the Utah Tax Commission prior to application to the Special Events Committee. Religious and charitable entities shall submit proof of 501(c)3 entity status to the Grand County Clerk no less than thirty (30) prior to the Special Event.

Each Special Event Permittee is responsible for ensuring compliance with Utah State Tax Commission requirements. By way of illustration, but not limitation, admission fees, entrance fees, participation fees, tangible goods, merchandise, and prepared food are taxable sales sourced to the county and/or municipality in which the Special Event starts regardless of the location of the business entity or end location.

#### **8.16.070 Special Events Advisory Committee**

~~8.16.070.1 Membership~~8.16.070.1 Membership. The County Commission hereby establishes a Special Events Advisory Committee comprised of the following persons or their designee:

Commission Administrator or Associate Administrator;  
Moab Area Travel Council Director;  
Old Spanish Trail Arena Director;  
County Attorney;

Clerk/Auditor:  
One County Commissioner.

~~8.16.070.2 Duties~~8.16.070.2 Duties and Obligations. Subject to Section 8.16.080 and the Governing Documents of the Committee, the Committee shall develop all necessary application forms and documents consistent with and required by this Chapter; review all applications; refer technical matters to the related Referral Agencies; and ~~recommend application approve approval or deny denial~~, with or without conditions, ~~applications to the Clerk/Auditor or County Commission.~~

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8.16.070.3 ~~Review~~Guidelines. The County Commission shall adopt Policies and Procedures to govern the Committee's review of special events applications, which Policies and Procedures shall require the Committee to determine whether the special event's economic, entertainment or recreational benefit to the County and its residents outweighs the impact to the County and its residents.

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### 8.16.080 County Commission

The County Commission has the authority to review, approve, or deny any application of interest to the Commission. The Committee shall refer the final approval of complete applications, as reviewed by the Committee, to the County Commission for additional review and final approval where the proposed Special Event:

- A. May significantly impact County services or present a considerable risk to the health, safety, peace, comfort or welfare of citizens;
- B. Requires approval of an exemption to the Noise Ordinance or a temporary land use not expressly permitted in the Grand County Land Use Code;  
—Involves All-Terrain Vehicles as defined by the Utah Motor Vehicle Act;
- ~~C.~~  
C.D. Is likely to draw in excess of one thousand (1000) Daily Total Attendance for all event locations per day with the; or
- E. Is likely to generate unbudgeted fiscal impact on the County (staff time, public safety, etc.); or
- ~~D.~~

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8.16.080.1 Pre-Authorization Approval List. The Commission may approve a pre-authorization list granting the Clerk/Auditor approval authority for applications otherwise require County Commission review under Section 8.16.080(D). In approving the pre-authorization list, the County Commission may consider the follow criteria:

- A. Event type;
- B. If the event is recurring;
- C. If the event and/or applicant are in good standing with the County;
- D. If the event is locally sponsored; and
- E. If the event is intended to be cultural, community/family, educational or historical.

The Committee may refer any other applications to the County Commission in its sole discretion.

### 8.16.090 Application Requirements

All applicants shall provide the following information:

- A. Special Events Application and Compliance Fee;
- B. Copy of Applicant's Business License;
- C. Copy of State of Utah Special Event Temporary Sales Tax License;
- D. Name, address, telephone number, and email address of Applicant and single point of contact for each day of Special Event;
- E. The proposed dates and times of operation of the Special Event;
- F. Description of Special Event, including description of all the anticipated elements such as signage, listing types of merchandise, types of food being prepared/sold, alcohol sales, types of live entertainment, sound systems, temporary power, amusement rides, inflatable devices, and/or fireworks;
- G. The proposed event location(s), including address or other identifying information, and for multiple event locations, the distance between them;
- H. The name, address, telephone number, and email address of property owner(s);
- I. Notarized property owner(s) signature(s) authorizing the Special Event on the property;
- J. Anticipated number of total event attendance and average Daily Total Attendance:
  - i. registrants;
  - ii. spectators;
  - iii. staff;
  - iv. volunteers;
  - v. vendors (number and type); and
  - vi. any other participants;
- K. A Site Plan/ Detailed Course Map for each event location:
  - i. An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures. No permanent paint shall be applied to public property for marking course routes;
  - ii. Location, type, number, and description of all temporary structures to be used in the event, including: stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, booths, vehicles, and trailers. If semi-permanent structures are to be included, applicant must supply specific information on how those structures will be anchored to the ground;
  - iii. Location, type, and provider of solid waste, recycling, compost, waste diversion containers;
  - iv. Location, type, and provider of restroom facilities;
  - v. Location of operator's headquarters at the gathering;
  - vi. Location of all beer gardens and cooking areas;

- vii. The location, size, and type of proposed audio, lighting, visual equipment, open fires or pyrotechnics;
- viii. Parking areas and overflow parking areas;
  - ix. Shuttle plan;
  - x. Entrance and exits;
  - xi. Vendor stations;
  - xii. Fencing and appropriate gates;
- xiii. Security and parking personnel (if applicable);
- xiv. Generator locations and/or source of electricity; and
- xv. First aid and water stations.
- L. Sanitation service commitments, including the following minimum requirements: daily, compost, recycling and garbage pick-up, daily restroom hauling and cleaning, handwash replenishing, and waste diversion plan;
- M. Proof of insurance coverage naming Grand County as an Additional Insured in an amount not less than \$2-1 million per occurrence and \$4-2 million aggregate unless a lesser amount is approved in writing by the Commission Administrator or County Attorney;
- N. County Indemnification Agreement;
- O. County Compliance Pledge;
- P. Applicant's sales tax account number;
- Q. Information concerning all admission fee charges, booth fees, rental charges, or similar information relating to fees generated by the event;
- R. Any pertinent information requested by staff concerning impacts generated by the event including traffic control, security, emergency medical services, or other similar information;
- S. Pertinent coordination information such as required permits and approvals from the Referral Agencies;
- T. Contingency Plan considering any emergency plans, medical service, fire and police, residential notification and mitigation plan;
- U. If the special event occurs in the public right of way, a detailed plan identifying the anticipated route, street names, start/finish points, start/finish times, traffic control plans, traffic fixture locations, and anticipated street crossings;
- V. If the special event involves Utah Department of Transportation ("UDOT") managed rights of way, a copy of the UDOT permit.

#### **8.16.100 Fees**

- A. Application Fee: Each application shall be accompanied by the nonrefundable Application Fee established by the Grand County Consolidated Fee Schedule. The Application Fee shall be due regardless of location of the Special Event. The Application Fee is due and payable upon submission of an application. Applications shall not be deemed complete until the Application Fee has been paid. The payment of the Application Fee and/or the acceptance of fees by the County shall not constitute approval or otherwise be deemed to signify that the application is complete or appropriate in any manner.
- B. Compliance Fee: Special Events shall be subject to a Compliance Fee

which reimburses the County for its costs to ensure compliance with the requirements of this Chapter and the Special Events Permit in the amounts established by the Grand County Consolidated Fee Schedule. Where an event is held in a County Facility, the Permittee shall pay the fees charged by the County for use of the facility or the Compliance Fee, whichever is greater. The Permittee shall pay the Compliance Fee at least thirty (30) days in advance of the Special Event.

- C. Sheriff's Fees: Special Events shall be subject to any applicable Sheriff's Fees as established by the Grand County Consolidated Fee Schedule.
- D. Cost Recovery Surcharge: In addition to the Application and Compliance Fees, Special Events shall be subject to a Cost Recovery Surcharge proportionate to impacts and costs generated by the Special Event. The Cost Recovery Surcharge shall reimburse the County for unbudgeted expenses including but not limited to excess public services, staff time, or the like. The Permittee shall pay the estimated Cost Recovery Surcharge at least thirty (30) days in advance of the Special Event, which Cost Recovery Surcharge may be increased within sixty (60) days of the Special Event after invoice by the County in the event of unplanned impacts.
- E. Financial Security: The County Commission or Committee may require an applicant to post a cash deposit or other security with the County Clerk/Auditor for all estimated contingent costs prior to the issuance of a Special Event Permit, as a guarantee against fees, damages, cleanup, or loss of public property.

### 8.16.110 Application Review Procedure

A. Intent to Apply:

i. Applicants must submit an Intent to Apply request to the appropriate Processing Department for approval of the dates desired for the Special Events. The Intent to Apply shall include a description of the event, proposed location, number of attendees, and event dates, prior to the submission of a Special Event application by letter or email submitted to the Moab Area Travel Council ("Travel Council"), or to the Director of the Old Spanish Trail Arena ("OSTA") for events held at OSTA. Upon request of the Intent to Apply, the Processing Department shall approve the dates or work with the applicant to arrange alternative dates. for desired dates, the Travel Council or the OSTA Director, as applicable, shall review the event calendar and may approve, deny, or propose alternative dates in advance of application submission. Approval of dates by shall not constitute approval of the proposed Special Event and shall not be deemed a Special Event Permit.

B. ~~B.~~ Initial Special Event Advisory Committee Review:

i. The Committee shall conduct an initial review of the Intent to Apply

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to determine if the proposed event is in compliance with local, state and federal laws as well as County Ordinances and Resolutions. The Committee shall all identify the approval authority as defined in Section 8.16.080. The Committee may identify additional conditions, requirements and/or request additional information. The Committee shall provide, in writing, through the Processing Department, approval to proceed with the application. If the event is non-compliant with local, state or federal, and/or County Ordinances or Resolutions, the Committee shall provide, in writing, through the Processing Department findings of fact regarding the denial.

C. Application Submission:

- i. Upon written approval to proceed with the application submission, the Processing Department shall work with the applicant to submit a complete Special Event Permit Application.

D. Referral Agency Review:

- i. When the Processing Department confirms the application is complete, the application shall be reviewed by the Referral Agencies.
- ii. Referral Agencies shall provide agency-specific approval or denial, with or without conditions within five (5) business days. The Processing Department may proceed to The Committee review without all Referral Agencies approval or denial after five (5) business days.

E. Special Event Advisory Committee Application Review:

- i. The Processing Department shall send the complete application to The Committee following the Referral Agency review.
- ii. The Committee shall review the application and make a formal recommendation to the Clerk/Auditor or Commission to approve or deny the application, with or without conditions.
- iii. The Processing Department shall submit a permit with conditions for approval to the Clerk/Auditor or Commission for the necessary signature.
- iv. Upon signing of the permit, the Processing Department shall notify the applicant of approval or denial, with or without conditions, in writing to the applicant. The Processing Department shall send both the applicant and Referral Agencies a copy of the signed permit.

F. Submission Deadlines:

- i. ~~Complete The Intent to Apply applications for events that do not meet the criteria for Travel Council review set forth in Section 8.16.080~~ shall be submitted to the ~~Travel Council~~ Processing Department a minimum of one hundred and twenty (120) days in advance of the proposed Special Event. This deadline may be waived at the discretion of the Committee if a complete application is received, minimal impacts are anticipated, additional services or emergency response is not necessary or otherwise expected for the event,

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requested dates are available, and available staff time is adequate to fully process the application. The Committee may also require additional time if questions or concerns arise. ~~For events located at OSTA, complete applications shall be submitted to the OSTA Director who shall refer complete applications to the Committee for review and decision.~~

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- ii. ~~Complete applications for events that meet the criteria for Travel Council review set forth in Section 8.16.080 shall be submitted to the Travel Council a minimum of one hundred and twenty (120) days before the Special Event. This deadline may not be waived. The Commission Administrator's office may also require additional time if questions or concerns arise.~~

- C. The Committee shall review the application for consistency and compliance with this Chapter and County law, including the Grand County land use zone and the General Ordinances. As necessary, the Committee may request additional information from the applicant and shall refer review of the application to the Referral Agencies as necessary.
- D. The Committee shall provide a written recommendation for approval or denial (with or without conditions) ~~or refer the application to the Commission to the Clerk/Auditor or Commission~~ at least sixty-fourty-five (45) ~~(60)~~ days before the proposed Special Event.
- E. A Special Events Permit authorized by this section shall be valid for the dates specified therein, subject to Section 8.16.120 below.

#### 8.16.120 Conditions

The County Commission, the ~~Clerk/Auditor~~ Committee, or the OSTA Director may impose conditions on the Special Events Permit to protect the health, safety, peace, comfort and welfare of Grand County residents and visitors. Conditions may include, but are not limited to:

- A. security requirements;
- B. ~~DABC permit for alcohol and~~ Grand County Local Consent with approval conditional upon receiving DABC permit for alcohol;
- C. liability insurance and/or additional insurance coverage,
- D. damage deposit or surety bonds;
- E. cost recovery surcharge;
- F. additional indemnification and/or liability waivers;
- G. limits upon days or hours operation, number of participants, size and type ~~of lighting of lighting~~, acreage and location, audio or visual equipment, or noise;
- H. provision of emergency medical, fire protection, and/or law enforcement services (such as vehicle escorts, crowd control, and/or traffic control);
- I. additional parking and/or traffic control;

- J. waste removal and sanitation; and
- K. other similar requirements to promote public health, safety, peace, comfort and welfare of Grand County residents and visitors.

The Permittee shall provide proof that all conditions are met at least thirty (30) days before the Special Event or the Special Events Permit shall be void and of no further force or effect.

#### **8.16.130 Grounds for Denial**

A special event is a privilege. Thus, the Committee, or the County Commission may deny an application for a Special Events upon written Final Decision explaining the reasons for the denial, including but are not limited to:

- A. Applicant submits incorrect, incomplete, or false information;
- B. The proposed Special Event threatens or is incompatible with the public health, safety, peace, comfort or welfare of Grand County residents or visitors, including community or neighboring uses and ~~morales~~morals, or may result in an unreasonable inconvenience or cost to the public;
- C. The zoning of the proposed event site does not permit the use contemplated by the applicant;
- D. Applicant refuses or fails to pay required fees or to comply with permit requirements or conditions;
- E. Impacts associated with the proposed Special Event cannot be mitigated;
- F. Applicant does not meet the deadlines and timelines required herein;
- G. The proposed Special Event places unreasonable competing demands on County resources and/or conflict in proposed date(s), time and location with a reoccurring Special Event that is in good standing with the Committee and/or has an established annual date or season;
- H. The Committee otherwise supports a denial based on Post Event Evaluation(s) and community complaints regarding incompatibility of the event with community health, safety, comfort, peace, and welfare; or
- I. Executive or Public Health orders preclude the Event as per the order's provisions.

In the event of denial of a Special Events Permit, the applicant may submit a written appeal to the County within thirty (30) days of the Final Decision pursuant to Chapter 1.16 of the Grand County General Ordinances, as amended.

#### **8.16.140 Enforcement**

The County or its designee may conduct inspections before, during, and after a Special Event to ensure compliance with this ordinance, approved plans, and conditions of approval. The Special Events Permittee shall provide access to all areas of the Special Event the County deems necessary and provide the number of access credentials requested.

#### **8.16.150 Remedies and Penalties**

In the event a Permittee or Special Event is violating local, state, or federal law or conditions of approval, the County shall have the following remedies:

- A. Cancel or stop the Special Event and/or revoke the Special Event Permit;
- B. Seek an injunction in the Moab District Court;
- C. Issue Civil Fines pursuant to the Grand County Consolidated Fee Schedule, this Chapter, and Title 1 of the Grand County General Ordinances;
- D. Issue criminal citations. Any person, firm, entity, or corporation found violating this chapter or the conditions of approval shall be guilty of a Class C misdemeanor; or
- E. Deny the Permittee or Special Event a Special Event Permit for up to the following three (3) years.

#### **8.16.160 Post Event Evaluation**

The Committee shall conduct a Post Event Evaluation of each Special Event and may issue an After-Action Report/Improvement Plan, as deemed necessary; provided, however, that the Committee's failure to so conduct a Post Event Evaluation or issue an After-Action Report/Improvement Plan does not constitute a finding of good standing for any particular Special Event and is not a waiver of remedies hereunder.

#### **8.16.170 Constitutional Right**

Grand County recognizes and supports the public's right to assembly and free speech and this Chapter is not intended to, and does not, restrict speech on the basis of its content, viewpoint or message. To the extent the terms herein are ambiguous, the term shall be interpreted to not regulate on the basis of speech content, and the interpretation resulting in the least restriction on the content of speech shall prevail.

#### **8.16.180 COVID-19 Regulations**

##### **8.16.180.1 Guidelines**

All Grand County Permittees and Special Events shall comply with the Utah Transmission Index Guidelines, or similar state COVID-19 guidelines in effect at the time of the Special Event ("Guidelines") as well as any effective Joint Public Health Order of the County and Southeast Utah Health Department ("Order").

##### **8.16.180.2 Definitions**

- A. "COVID-19" means the Novel Coronavirus Disease 2019 caused by Severe Acute Respiratory Syndrome Coronavirus 2, also known as SARS-CoV-2;
- B. "Compliant Event Location" shall mean separate event venues or start/finish times that prevent the co-mingling of persons in excess of the maximum Daily Total Attendance permitted in Section 8.16.180.3, not including essential staff or volunteers. Sufficient separations in venue location shall be no less than ¼ mile and

sufficient separations in time shall be 30 minutes or greater.

- C. "Face Mask" means a mask that completely covers the nose and mouth, is made of synthetic or natural fabrics, and fits snugly against the nose and sides of the face and under the chin. Face Mask does not include a mask with holes, openings, lace or mesh, or similar weblike construction or material.
- D. "Face Shield" means a shield that covers the entire face, including the eyes, nostrils, and mouth, which is made of clear plastic or similar nonpermeable transparent materials.
- E. "Fully Vaccinated" means individuals being two weeks past their second dose in a two-dose series, such as the Pfizer or Moderna vaccines, or two weeks past a single-dose vaccine, such as Johnson & Johnson's vaccine (as defined by the CDC).
- F. "Household" means an individual or groups of individuals who reside in the same residence.
- G. "Person" means the same as that defined in Utah Statute § 68-3-12.5(18).

#### **8.16.180.3 COVID-19 Regulations**

In addition, at all times during the Special Event (including set-up and removal/clean-up), a Permittee shall:

- A. require persons attending the special event who are not fully vaccinated to wear a face mask, including in an area of ingress and egress, indoors ~~and outdoors~~, except as excepted or exempted by this Section;
- B. encourage at least six feet (6') of physical distance between individuals from separate households who attend the special event, including in an area of ingress or egress;
- C. post conspicuous signage at each main event staging areas, ingress and egress, and on the event's website that:
  - i. lists COVID-19 symptoms;
  - ii. asks employees and customers experiencing COVID-19 symptoms to stay home; and
  - iii. informs unvaccinated individuals of the requirements to wear a mask.
- D. include a notification that face masks are required for individuals who are not fully vaccinated in all event advertising and promotional information, including correspondence with participants;

~~E. re. alcoholic beverages:~~

- ~~i. restrict the sale of all liquor, wine, and beer when Grand County is in the High Risk level (or equivalent, as determined by similar County COVID-19 guidelines);~~
- ~~ii. restrict the sale of liquor when Grand County is in the Moderate Risk level (or equivalent, as determined by similar County COVID-19 guidelines);~~

**8.16.180.4 Face Mask Exceptions.** Notwithstanding any other provision of Grand County COVID-19 guidelines and face mask requirements, an individual who is otherwise required by the Order to wear a face mask may remove the face mask in the following situations:

- A. while the sole occupant of a room, cubicle, or similar enclosure;
- B. while communicating with an individual who is deaf or hard of hearing if communication cannot be achieved through other means and the speaker wears a face shield or is located behind a plexiglass barrier;
- C. while obtaining or providing a service that requires the temporary removal of the face mask, such as dental service or speech therapy services;
- D. while sleeping;
- E. while exercising or recreating while;
  - i. outdoors;
  - ii. indoors if at least six feet (6') of distance is maintained from any individual from a separate household;
  - iii. swimming or on duty as a lifeguard; or
  - iv. actively performing as an athlete at an organized and authorized athletic event;
- F. while engaging in work where wearing a face mask would create a risk to the individual, as determined by government safety guidelines;
- G. when necessary to confirm the individual's identity and if removal is temporary; and
- H. while giving a presentation or performance for an audience, if at least six feet (6') of distance is maintained between the speaker and the nearest individual from a separate household.

**8.16.180.5 Face Mask Exemptions.** The following individuals are exempt from the Face Mask Requires in Section 8.16.180:

- A. a child who is younger than three (3) years old;
- B. an individual who is unconscious, incapacitated, or otherwise unable to

remove the face mask without assistance;

- C. an individual with a medical condition, mental health condition, or intellectual or developmental disability that prevents the individual from safely wearing a face mask; provided, however, that businesses may deny entry or service to a patron who qualifies for an exemption under this Section or may request proof of medical condition, mental health condition, or intellectual or developmental disability prior to permitting entry or service; and
- D. an individual who is incarcerated.

## **EXHIBIT A**

### **Chapter 8.16 Special Events**

#### **Sections:**

- 8.16.010 Purpose and Intent**
- 8.16.020 Severability**
- 8.16.030 Definitions**
- 8.16.040 Permits Required**
- 8.16.050 Exceptions**
- 8.16.060 Sales Tax**
- 8.16.070 Special Events Advisory Committee**
- 8.16.080 County Commission**
- 8.16.090 Application Requirements**
- 8.16.100 Fees**
- 8.16.110 Application Review Procedure**
- 8.16.120 Conditions**
- 8.16.130 Grounds for Denial**
- 8.16.140 Enforcement**
- 8.16.150 Remedies and Penalties**
- 8.16.160 Post Event Evaluation**
- 8.16.170 Constitutional Right**
- 8.16.180 COVID-19 Regulations**

#### **8.16.010 Purpose and Intent**

It is the purpose of Grand County to regulate assemblage of people requiring mitigation of impacts to the health, safety, peace, comfort and welfare of all persons in Grand County, residents and visitors alike.

#### **8.16.020 Severability**

If a provision, clause, sentence, or paragraph of this chapter or application thereof to any person or circumstances shall be ruled invalid, such ruling shall not affect the other provisions or applications of this chapter, and to this end the provisions of this chapter are severable.

If any provision of this Chapter conflicts with any state or county executive or public health order or other temporary regulation, the latter shall govern.

#### **8.16.030 Definitions**

- A. “Cost Recovery Surcharge” shall mean a project specific fee to recover costs incurred by Grand County for event-related public safety, utilities, traffic control, and parking, and which may also include or incorporate charges which would otherwise apply for land use permits, building permit fees, temporary structure permits, or other applicable charges.

- B. “Committee” shall mean the Special Events Advisory Committee, the composition, duties and obligations of which are set forth in Section 8.16.070.
- C. “Daily Total Attendance” shall mean and include all registrants,-spectators (including family of or crew for the registrants), staff (including agents and subcontractors), volunteers, vendors, and any other participants.
- D. “Permittee” shall mean the applicant for the Special Event, as hereinafter defined, becomes the Permittee when the Special Event permit is signed by the Clerk/Auditor, as defined in Section 8.16.100, County Commission as defined in Section 8.16.080, or other designee of the County.
- E. “Processing Department” shall mean the Moab Area Travel Council (“Travel Council”) for events in the county or Old Spanish Trail Arena (“OSTA”) for events at the facility.
- F. “Referral Agencies” shall mean Grand County Planning and Zoning, Roads, Building, and Economic Development Departments; Utah Department of Transportation; Utah Highway Patrol; Grand County Sheriff’s Office; Moab City Police Department; Grand County Emergency Medical Services; Moab Valley or Thompson Fire Protection Districts; Southeast Utah Health Department; Utah Division of Alcoholic Beverage Control; City of Moab; Town of Castle Valley; San Juan County; federal and state land management agencies; and other agencies the Committee deems appropriate.
- G. “Special Event” shall mean a sporting, cultural, entertainment, commercial, or similar gathering or activity, whether for profit or nonprofit, whether open to the public or not, whether located on private or public land (including trails), occurring for a limited duration not to exceed thirty (30) consecutive days; and:
  - i. Where Daily Total Attendance may exceed one hundred persons;
  - ii. Noise that is prohibited by Title 11 of the Grand County General Ordinances may be used or created (the “Noise Ordinance”);
  - iii. The County Commission determines that the proposed event will result in identifiable impacts to county services or the health, welfare, peace, comfort, or safety of Grand County residents or visitors; or,
  - iv. Any event available to the public that requires the full or partial closure of a public right of way or use of public property.

By way of illustration but not limitation, Special Events include events where entrance fees are charged, retail sales are conducted, or vendors offer goods or services; races; concerts; dances; exhibitions; lectures; or a public assembly, such as a parade, rally, or celebration, whether open to the public or not. Special Event shall not include non-commercial family or youth events held in a County facility.

- F. “Special Event Permit” or “Permit” means a certificate or other written approval

sought by an applicant for an event as defined in this chapter, granted through the Grand County Commission or its designee, the Clerk/Auditor.

#### **8.16.040 Permits Required**

Unless otherwise provided herein, no person, entity, organization, business, firm or other establishment may conduct, organize, establish, institute, operate or sponsor a Special Event in unincorporated Grand County without first obtaining a valid written Special Event Permit issued by Grand County.

In addition, all Special Events shall operate under a valid Grand County business license, or temporary business license, pursuant to Title 5 of the Grand County General Ordinances, as amended.

#### **8.16.050 Exceptions**

Weddings, family reunions, neighborhood block parties, garage sales, conferences, and similar events held in a permitted permanent facility consistent with the facility's occupancy and design standards shall not require a Special Event Permit.

#### **8.16.060 Sales Tax**

With the exception of religious and charitable entities, all vendors participating in Special Events are required to obtain a Sales Tax Account Number from the Utah Tax Commission prior to application to the Special Events Committee. Religious and charitable entities shall submit proof of 501(c)3 entity status to the Grand County Clerk no less than thirty (30) prior to the Special Event.

Each Special Event Permittee is responsible for ensuring compliance with Utah State Tax Commission requirements. By way of illustration, but not limitation, admission fees, entrance fees, participation fees, tangible goods, merchandise, and prepared food are taxable sales sourced to the county and/or municipality in which the Special Event starts regardless of the location of the business entity or end location.

#### **8.16.070 Special Events Advisory Committee**

8.16.070.1 Membership. The County Commission hereby establishes a Special Events Advisory Committee comprised of the following persons or their designee:

- Commission Administrator or Associate Administrator;
- Moab Area Travel Council Director;
- Old Spanish Trail Arena Director;
- County Attorney;
- Clerk/Auditor;
- One County Commissioner.

8.16.070.2 Duties and Obligations. Subject to Section 8.16.080 and the Governing

Documents of the Committee, the Committee shall develop all necessary application forms and documents consistent with and required by this Chapter; review all applications; refer technical matters to the related Referral Agencies; and recommend application approval or denial, with or without conditions, to the Clerk/Auditor or County Commission.

8.16.070.3 Review Guidelines. The County Commission shall adopt Policies and Procedures to govern the Committee's review of special events applications, which Policies and Procedures shall require the Committee to determine whether the special event's economic, entertainment or recreational benefit to the County and its residents outweighs the impact to the County and its residents.

### **8.16.080 County Commission**

The County Commission has the authority to review, approve, or deny any application of interest to the Commission. The Committee shall refer the final approval of complete applications, as reviewed by the Committee, to the County Commission for additional review and final approval where the proposed Special Event:

- A. May significantly impact County services or present a considerable risk to the health, safety, peace, comfort or welfare of citizens;
- B. Requires approval of an exemption to the Noise Ordinance or a temporary land use not expressly permitted in the Grand County Land Use Code;
- C. Involves All-Terrain Vehicles as defined by the Utah Motor Vehicle Act;
- D. Is likely to draw in excess of one thousand (1000) Daily Total Attendance for all event locations per day with the; or
- E. Is likely to generate unbudgeted fiscal impact on the County (staff time, public safety, etc.); or

8.16.080.1 Pre-Authorization Approval List. The Commission may approve a pre-authorization list granting the Clerk/Auditor approval authority for applications otherwise require County Commission review under Section 8.16.080(D). In approving the pre-authorization list, the County Commission may consider the follow criteria:

- A. Event type;
- B. If the event is recurring;
- C. If the event and/or applicant are in good standing with the County;
- D. If the event is locally sponsored; and
- E. If the event is intended to be cultural, community/family, educational or historical.

The Committee may refer any other applications to the County Commission in its sole discretion.

### **8.16.090 Application Requirements**

All applicants shall provide the following information:

- A. Special Events Application and Compliance Fee;
- B. Copy of Applicant's Business License;
- C. Copy of State of Utah Special Event Temporary Sales Tax License;
- D. Name, address, telephone number, and email address of Applicant and single point of contact for each day of Special Event;
- E. The proposed dates and times of operation of the Special Event;
- F. Description of Special Event, including description of all the anticipated elements such as signage, listing types of merchandise, types of food being prepared/sold, alcohol sales, types of live entertainment, sound systems, temporary power, amusement rides, inflatable devices, and/or fireworks;
- G. The proposed event location(s), including address or other identifying information, and for multiple event locations, the distance between them;
- H. The name, address, telephone number, and email address of property owner(s);
- I. Notarized property owner(s) signature(s) authorizing the Special Event on the property;
- J. Anticipated number of total event attendance and average Daily Total Attendance:
  - i. registrants;
  - ii. spectators;
  - iii. staff;
  - iv. volunteers;
  - v. vendors (number and type); and
  - vi. any other participants;
- K. A Site Plan/ Detailed Course Map for each event location:
  - i. An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures. No permanent paint shall be applied to public property for marking course routes;
  - ii. Location, type, number, and description of all temporary structures to be used in the event, including: stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, booths, vehicles, and trailers. If semi-permanent structures are to be included, applicant must supply specific information on how those structures will be anchored to the ground;
  - iii. Location, type, and provider of solid waste, recycling, compost, waste diversion containers;
  - iv. Location, type, and provider of restroom facilities;
  - v. Location of operator's headquarters at the gathering;
  - vi. Location of all beer gardens and cooking areas;
  - vii. The location, size, and type of proposed audio, lighting, visual equipment, open fires or pyrotechnics;
  - viii. Parking areas and overflow parking areas;
  - ix. Shuttle plan;
  - x. Entrance and exits;

- xi. Vendor stations;
  - xii. Fencing and appropriate gates;
  - xiii. Security and parking personnel (if applicable);
  - xiv. Generator locations and/or source of electricity; and
  - xv. First aid and water stations.
- L. Sanitation service commitments, including the following minimum requirements: daily, compost, recycling and garbage pick-up, daily restroom hauling and cleaning, handwash replenishing, and waste diversion plan;
  - M. Proof of insurance coverage naming Grand County as an Additional Insured in an amount not less than \$1 million per occurrence and \$2 million aggregate unless a lesser amount is approved in writing by the Commission Administrator or County Attorney;
  - N. County Indemnification Agreement;
  - O. County Compliance Pledge;
  - P. Applicant's sales tax account number;
  - Q. Information concerning all admission fee charges, booth fees, rental charges, or similar information relating to fees generated by the event;
  - R. Any pertinent information requested by staff concerning impacts generated by the event including traffic control, security, emergency medical services, or other similar information;
  - S. Pertinent coordination information such as required permits and approvals from the Referral Agencies;
  - T. Contingency Plan considering any emergency plans, medical service, fire and police, residential notification and mitigation plan;
  - U. If the special event occurs in the public right of way, a detailed plan identifying the anticipated route, street names, start/finish points, start/finish times, traffic control plans, traffic fixture locations, and anticipated street crossings;
  - V. If the special event involves Utah Department of Transportation ("UDOT") managed rights of way, a copy of the UDOT permit.

#### **8.16.100 Fees**

- A. Application Fee: Each application shall be accompanied by the nonrefundable Application Fee established by the Grand County Consolidated Fee Schedule. The Application Fee shall be due regardless of location of the Special Event. The Application Fee is due and payable upon submission of an application. Applications shall not be deemed complete until the Application Fee has been paid. The payment of the Application Fee and/or the acceptance of fees by the County shall not constitute approval or otherwise be deemed to signify that the application is complete or appropriate in any manner.
- B. Compliance Fee: Special Events shall be subject to a Compliance Fee which reimburses the County for its costs to ensure compliance with the requirements of this Chapter and the Special Events Permit in the amounts established by the Grand County Consolidated Fee Schedule. Where an event is held in a County Facility, the Permittee shall pay the fees charged by the County for use of the facility or the Compliance Fee, whichever is greater. The Permittee shall pay the Compliance Fee at least

thirty (30) days in advance of the Special Event.

- C. Sheriff's Fees: Special Events shall be subject to any applicable Sheriff's Fees as established by the Grand County Consolidated Fee Schedule.
- D. Cost Recovery Surcharge: In addition to the Application and Compliance Fees, Special Events shall be subject to a Cost Recovery Surcharge proportionate to impacts and costs generated by the Special Event. The Cost Recovery Surcharge shall reimburse the County for unbudgeted expenses including but not limited to excess public services, staff time, or the like. The Permittee shall pay the estimated Cost Recovery Surcharge at least thirty (30) days in advance of the Special Event, which Cost Recovery Surcharge may be increased within sixty (60) days of the Special Event after invoice by the County in the event of unplanned impacts.
- E. Financial Security: The County Commission or Committee may require an applicant to post a cash deposit or other security with the County Clerk/Auditor for all estimated contingent costs prior to the issuance of a Special Event Permit, as a guarantee against fees, damages, cleanup, or loss of public property.

#### **8.16.110 Application Review Procedure**

- A. Intent to Apply:
  - i. Applicants must submit an Intent to Apply to the appropriate Processing Department for approval of the dates desired for the Special Events. The Intent to Apply shall include a description of the event, proposed location, number of attendees, and event dates. Upon request of the Intent to Apply, the Processing Department shall approve the dates or work with the applicant to arrange alternative dates. Approval of dates by shall not constitute approval of the proposed Special Event and shall not be deemed a Special Event Permit.
- B. Initial Special Event Advisory Committee Review:
  - i. The Committee shall conduct an initial review of the Intent to Apply to determine if the proposed event is in compliance with local, state and federal laws as well as County Ordinances and Resolutions. The Committee shall all identify the approval authority as defined in Section 8.16.080. The Committee may identify additional conditions, requirements and/or request additional information. The Committee shall provide, in writing, through the Processing Department, approval to proceed with the application. If the event is non-compliant with local, state or federal, and/or County Ordinances or Resolutions, the Committee shall provide, in writing, through the Processing Department findings of fact regarding the denial.
- C. Application Submission:

- i. Upon written approval to proceed with the application submission, the Processing Department shall work with the applicant to submit a complete Special Event Permit Application.

D. Referral Agency Review:

- i. When the Processing Department confirms the application is complete, the application shall be reviewed by the Referral Agencies.
- ii. Referral Agencies shall provide agency-specific approval or denial, with or without conditions within five (5) business days. The Processing Department may proceed to The Committee review without all Referral Agencies approval or denial after five (5) business days.

E. Special Event Advisory Committee Application Review:

- i. The Processing Department shall send the complete application to The Committee following the Referral Agency review.
- ii. The Committee shall review the application and make a formal recommendation to the Clerk/Auditor or Commission to approve or deny the application, with or without conditions.
- iii. The Processing Department shall submit a permit with conditions for approval to the Clerk/Auditor or Commission for the necessary signature.
- iv. Upon signing of the permit, the Processing Department shall notify the applicant of approval or denial, with or without conditions, in writing to the applicant. The Processing Department shall send both the applicant and Referral Agencies a copy of the signed permit.

F. Submission Deadlines:

- i. The Intent to Apply shall be submitted to the Processing Department a minimum of one hundred and twenty (120) days in advance of the proposed Special Event. This deadline may be waived at the discretion of the Committee if a complete application is received, minimal impacts are anticipated, additional services or emergency response is not necessary or otherwise expected for the event, requested dates are available, and available staff time is adequate to fully process the application. The Committee may also require additional time if questions or concerns arise.

ii.

C. The Committee shall review the application for consistency and compliance with this Chapter and County law, including the Grand County land use zone and the General Ordinances. As necessary, the Committee may request additional information from the applicant and shall refer review of the application to the Referral Agencies as necessary.

D. The Committee shall provide a written recommendation for approval or denial (with or without conditions) to the Clerk/Auditor or Commission at

least forty-five (45) days before the proposed Special Event.

- E. A Special Events Permit authorized by this section shall be valid for the dates specified therein, subject to Section 8.16.120 below.

#### **8.16.120 Conditions**

The County Commission, the Clerk/Auditor, or the OSTA Director may impose conditions on the Special Events Permit to protect the health, safety, peace, comfort and welfare of Grand County residents and visitors. Conditions may include, but are not limited to:

- A. security requirements;
- B. Grand County Local Consent with approval conditional upon receiving DABC permit for alcohol;
- C. liability insurance and/or additional insurance coverage,
- D. damage deposit or surety bonds;
- E. cost recovery surcharge;
- F. additional indemnification and/or liability waivers;
- G. limits upon days or hours operation, number of participants, size and type of lighting, acreage and location, audio or visual equipment, or noise;
- H. provision of emergency medical, fire protection, and/or law enforcement services (such as vehicle escorts, crowd control, and/or traffic control);
- I. additional parking and/or traffic control;
- J. waste removal and sanitation; and
- K. other similar requirements to promote public health, safety, peace, comfort and welfare of Grand County residents and visitors.

The Permittee shall provide proof that all conditions are met at least thirty (30) days before the Special Event or the Special Events Permit shall be void and of no further force or effect.

#### **8.16.130 Grounds for Denial**

A special event is a privilege. Thus, the Committee, or the County Commission may deny an application for a Special Events upon written Final Decision explaining the reasons for the denial, including but are not limited to:

- A. Applicant submits incorrect, incomplete, or false information;
- B. The proposed Special Event threatens or is incompatible with the public health, safety, peace, comfort or welfare of Grand County residents or visitors, including community or neighboring uses and morals, or may result in an unreasonable inconvenience or cost to the public;
- C. The zoning of the proposed event site does not permit the use contemplated by the applicant;
- D. Applicant refuses or fails to pay required fees or to comply with permit requirements or conditions;
- E. Impacts associated with the proposed Special Event cannot be mitigated;

- F. Applicant does not meet the deadlines and timelines required herein;
- G. The proposed Special Event places unreasonable competing demands on County resources and/or conflict in proposed date(s), time and location with a reoccurring Special Event that is in good standing with the Committee and/or has an established annual date or season;
- H. The Committee otherwise supports a denial based on Post Event Evaluation(s) and community complaints regarding incompatibility of the event with community health, safety, comfort, peace, and welfare; or
- I. Executive or Public Health orders preclude the Event as per the order's provisions.

In the event of denial of a Special Events Permit, the applicant may submit a written appeal to the County within thirty (30) days of the Final Decision pursuant to Chapter 1.16 of the Grand County General Ordinances, as amended.

#### **8.16.140 Enforcement**

The County or its designee may conduct inspections before, during, and after a Special Event to ensure compliance with this ordinance, approved plans, and conditions of approval. The Special Events Permittee shall provide access to all areas of the Special Event the County deems necessary and provide the number of access credentials requested.

#### **8.16.150 Remedies and Penalties**

In the event a Permittee or Special Event is violating local, state, or federal law or conditions of approval, the County shall have the following remedies:

- A. Cancel or stop the Special Event and/or revoke the Special Event Permit;
- B. Seek an injunction in the Moab District Court;
- C. Issue Civil Fines pursuant to the Grand County Consolidated Fee Schedule, this Chapter, and Title 1 of the Grand County General Ordinances;
- D. Issue criminal citations. Any person, firm, entity, or corporation found violating this chapter or the conditions of approval shall be guilty of a Class C misdemeanor; or
- E. Deny the Permittee or Special Event a Special Event Permit for up to the following three (3) years.

#### **8.16.160 Post Event Evaluation**

The Committee shall conduct a Post Event Evaluation of each Special Event and may issue an After-Action Report/Improvement Plan, as deemed necessary; provided, however, that the Committee's failure to so conduct a Post Event Evaluation or issue an After-Action Report/Improvement Plan does not constitute a finding of good standing for any particular Special Event and is not a waiver of remedies hereunder.

#### **8.16.170 Constitutional Right**

Grand County recognizes and supports the public's right to assembly and free speech and this Chapter is not intended to, and does not, restrict speech on the basis of its

content, viewpoint or message. To the extent the terms herein are ambiguous, the term shall be interpreted to not regulate on the basis of speech content, and the interpretation resulting in the least restriction on the content of speech shall prevail.

## **8.16.180 COVID-19 Regulations**

### **8.16.180.1 Guidelines**

All Grand County Permittees and Special Events shall comply with the Utah Transmission Index Guidelines, or similar state COVID-19 guidelines in effect at the time of the Special Event (“Guidelines”) as well as any effective Joint Public Health Order of the County and Southeast Utah Health Department (“Order”).

### **8.16.180.2 Definitions**

- A. “COVID-19” means the Novel Coronavirus Disease 2019 caused by Severe Acute Respiratory Syndrome Coronavirus 2, also known as SARS-CoV-2;
- B. “Compliant Event Location” shall mean separate event venues or start/finish times that prevent the co-mingling of persons in excess of the maximum Daily Total Attendance permitted in Section 8.16.180.3, not including essential staff or volunteers. Sufficient separations in venue location shall be no less than ¼ mile and sufficient separations in time shall be 30 minutes or greater.
- C. “Face Mask” means a mask that completely covers the nose and mouth, is made of synthetic or natural fabrics, and fits snugly against the nose and sides of the face and under the chin. Face Mask does not include a mask with holes, openings, lace or mesh, or similar weblike construction or material.
- D. “Face Shield” means a shield that covers the entire face, including the eyes, nostrils, and mouth, which is made of clear plastic or similar nonpermeable transparent materials.
- E. “Fully Vaccinated” means individuals being two weeks past their second dose in a two-dose series, such as the Pfizer or Moderna vaccines, or two weeks past a single-dose vaccine, such as Johnson & Johnson's vaccine (as defined by the CDC).
- F. “Household” means an individual or groups of individuals who reside in the same residence.
- G. “Person” means the same as that defined in Utah Statute § 68-3-12.5(18).

### **8.16.180.3 COVID-19 Regulations**

In addition, at all times during the Special Event (including set-up and removal/clean-up), a Permittee shall:

- A. require persons attending the special event who are not fully vaccinated to wear a face mask, including in an area of ingress and egress, indoors, except as excepted or exempted by this Section;
- B. encourage at least six feet (6') of physical distance between individuals from separate households who attend the special event, including in an area of ingress or egress;
- C. post conspicuous signage at each main event staging areas, ingress and egress, and on the event's website that:
  - i. lists COVID-19 symptoms;
  - ii. asks employees and customers experiencing COVID-19 symptoms to stay home; and
  - iii. informs unvaccinated individuals of the requirements to wear a mask.
- D. include a notification that face masks are required for individuals who are not fully vaccinated in all event advertising and promotional information, including correspondence with participants;

**8.16.180.4 Face Mask Exceptions.** Notwithstanding any other provision of Grand County COVID-19 guidelines and face mask requirements, an individual who is otherwise required by the Order to wear a face mask may remove the face mask in the following situations:

- A. while the sole occupant of a room, cubicle, or similar enclosure;
- B. while communicating with an individual who is deaf or hard of hearing if communication cannot be achieved through other means and the speaker wears a face shield or is located behind a plexiglass barrier;
- C. while obtaining or providing a service that requires the temporary removal of the face mask, such as dental service or speech therapy services;
- D. while sleeping;
- E. while exercising or recreating while:
  - i. outdoors;
  - ii. indoors if at least six feet (6') of distance is maintained from any individual from a separate household;
  - iii. swimming or on duty as a lifeguard; or
  - iv. actively performing as an athlete at an organized and authorized athletic event;

- F. while engaging in work where wearing a face mask would create a risk to the individual, as determined by government safety guidelines;
- G. when necessary to confirm the individual's identity and if removal is temporary; and
- H. while giving a presentation or performance for an audience, if at least six feet (6') of distance is maintained between the speaker and the nearest individual from a separate household.

**8.16.180.5 Face Mask Exemptions.** The following individuals are exempt from the Face Mask Requires in Section 8.16.180:

- A. a child who is younger than three (3) years old;
- B. an individual who is unconscious, incapacitated, or otherwise unable to remove the face mask without assistance;
- C. an individual with a medical condition, mental health condition, or intellectual or developmental disability that prevents the individual from safely wearing a face mask; provided, however, that businesses may deny entry or service to a patron who qualifies for an exemption under this Section or may request proof of medical condition, mental health condition, or intellectual or developmental disability prior to permitting entry or service; and
- D. an individual who is incarcerated.

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**AUGUST 17, 2021**  
**Agenda Item: L**

<b>TITLE:</b>	Approving special event pre-authorization list
<b>FISCAL IMPACT:</b>	
<b>PRESENTER(S):</b>	Mallory Nassau, Associate Commission Administrator

**Prepared By:**  
  
Mallory Nassau

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

**SUGGESTED MOTION:**

I move to approve the special event pre-authorization list and authorize the Clerk/Auditor to approve or deny the applications listed, based on the Special Events Advisory Committee's recommendation.

**BACKGROUND:**

On January 5, 2021, the County Commission approved Ordinance 623, which included conditions for special event applications that require the Commission to approve or deny. Under Ordinance 623 and subsequent Ordinances 627 and 637, the County Commission is the approval authority for special events applications that meet any of the following criteria:

- A. May significantly impact County services or present a considerable risk to the health, safety, peace, comfort or welfare of citizens;
- B. Requires approval of an exemption to the Noise Ordinance or a temporary land use not expressly permitted in the Grand County Land Use Code;
- C. Involves All-Terrain Vehicles as defined by the Utah Motor Vehicle Act;
- D. Is likely to draw in excess of one thousand (1000) Daily Total Attendance for all event locations per day with the; or
- E. Is likely to generate unbudgeted fiscal impact on the County (staff time, public safety, etc.); or

The Special Events Advisory Committee (SEAC) has identified numerous events that meet these criteria, specifically the 1,000 participants. Many of the events are recurring, community based and in good standing with the County. The SEAC would like the Commission to consider pre-authorizing some of the events to allow the Clerk/Auditor to approve in lieu of the Commission. The SEAC has proposed a pre-authorization list that takes into consideration the following:

- Event type;
- If the event is recurring;
- If the event and/or applicant are in good standing with the County;
- If the event is locally sponsored; and
- If the event is intended to be cultural, community/family, educational or historical.

**ATTACHMENT(S):**

- Proposed Pre-Authorization List

## Special Event Clerk/Auditor &amp; SEAC Pre-Auth List Proposal (2021 Events Only)

Event Name	Event Type	Location	Date	Size	Recurring Event?	In Good Standing?	Local Sponsor?	Educational, Cultural, Community/Family, or Historical?	Pre-Auth Approved?
Utah High School Cycling League	Bike race	Bar M Area	September 24-25	1,200-1,400		Yes			
Moab Trail Marathon	Marathon	Prichett Canyon, Hunter, Kane Creek, Amasa, and Behind the Rocks	November 6-7	2,000	Yes - Annually since 2011	Yes	Yes		
MM Deadhorse Ultra	Running	Gemini Bridges/Poison Spider/Gold Bar/Seven Mile Parking			Yes - Annually for ___ years	Yes	Yes		
Canyolands PRCA Rodeo	Rodeo	OSTA- Main Arena	October 1-3	1,000+	Yes - Annually for 55+ years	Yes	Yes	Community/Family	
Trunk or Treat	Halloween Event	OSTA- Ballfield Road	October 31	1,000+	Yes - Annually since 2016	Yes	Yes	Community/Family	

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**  
**AUGUST 17, 2021**  
 Agenda Item: M

<b>TITLE:</b>	Appointing Thompson Special Service District volunteer Board members (Thompson Water Board)
<b>FISCAL IMPACT:</b>	
<b>PRESENTER(S):</b>	Commissioner Trisha Hedin

**Prepared By:**  
 Tara Collins  
 Commission  
 Office Assistant  
 tcollins@grandc  
 ountyutah.net

**Attorney Review:**

**SUGGESTED MOTION:**

I move to approve the following appointments to the Thompson Special Service District Board:

Russell Bauer, with the term expiring 12/31/2022  
 Cory Antes, with the term expiring 12/31/2024.

**BACKGROUND:**

On June 1, 2021, the Grand County Commission approved Resolution 3277, amending the appointment process and terms of the Administrative Control Board of the Thompson Special Service District. The Resolution modified the appointment process to appointment by the County Commission (vs. elected). The Resolution amended board members to include a County Commissioner as one of the five voting members, with the remaining four to be citizen seats. Following the approval of Resolution 3277, the four vacancies were noticed in the Moab Times-Independent and mailed to residents in the Thompson Springs area, and on July 7, the Commission appointed some members to the Board. Currently there are two vacancies on the Board.

Three applications were received for the two vacancies. All three applicants are registered voters in the TSSD district boundaries, which is required in order to be eligible for the Board.

The TSSD Board interviewed the 3 applicants, and recommends the appointment of Cory Antes and Russell Bauer. Their terms were chosen out of a hat.

**ATTACHMENT(S):**

- Letter of Recommendation of Applicants from the TSSD Board
- Cory Antes Board Application
- Russell Bauer Board Application
- Jenna Talbott Board Application
- Resolution 3277 Amending the Appointment Process & Terms of the Administrative Control Board of the Thompson Special Service District

August 17, 2021

Grand County Commission  
125 E. Center Street  
Moab, UT 84532

Re: TSSD Board Member Recommendation Letter

Dear Grand County Commission Members:

The TSSD Water Board received 3 application(s) for 2 open vacancies. The TSSD Board met on July 28 and interviewed 2 of the candidates Russel Bauer and Cory Antes. The TSSD Board also had a telephone conference interview with Jenna Talbot on Wednesday, August 11th.

On 8/16/21 in an open online posted meeting the TSSD Board voted 4-0 to recommend to Council Cory Antes. On that same day the TSSD Board voted 3-1 to recommend to Council Russel Bauer with the stipulation that he is not allowed to vote on any issues directly pertaining to Jaime Roarke or in regards to the company Russ is doing water loadout working for. Terms were decided by pulling names out of a hat with Cory Antes having drawn a term with end date 12/31/2024 and Russel Bauer having drawn a term with end date 12/31/2022.

Thank you,

A handwritten signature in black ink, appearing to read "John R. Corkery IV". The signature is written in a cursive style with a stylized "J" and "C".

John R. Corkery IV, RN

TSSD Water Board Chairman



# Board and Commission Application and Certification Form

Instructions: Complete and sign this form and return it to Thompson Special Service District, HC11 Box 4000010, Thompson Springs, UT 84540 or drop in box at fire station.

Board or Commission Position Applied For: TRUSTEE, TSSD

Name: Cory Antes

Mailing Address: 75 west old Highway 6 + 50

City: Thompson springs State: UT ZIP Code: 84540

Day Phone: 970-234-2807 Email Address: Cory.antes@gmail.com

In what year did you establish your current residency in this District? 2020

Occupation or professional training: General Operations specialist at the Desert man Campground and RV

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):

In College I was The President of the outdoor leadership program at the College for two years. I held meetings once a month, voted on topics, wrote minutes for meetings. Did many things to help out the Community of which I lived. lots of other jobs however none may be relevant to Thompson springs special services district.

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

Leader of many group activities that help communities come together to work towards a goal. Such as cleanups, community teaching events, outdoor education

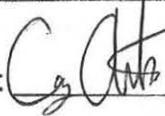
Grand County Resolution 2806 (November 2007) contains the following Board Member requirements:

- Must be a Grand County resident and live within the TSSD boundaries.
- Terms shall be for four years, unless a shorter period is required by law, or unless a mid-term vacancy is being filled.
- All terms shall end December 31st with the new member taking office the first meeting in January of the following year.
- Board Members shall have the appropriate expertise when required by law.
- Submit applications to the TSSD Office in accordance with the requirements contained in the notice.
- Agree to abide by the County's Conflict of Interest Ordinance.

Additionally, the State Code has the following requirements for *Special Service Districts in Grand County*:

- No appointed member of the Board may be a full or part-time employee of the District while serving on the Board.
- No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District.
- A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service.
- Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District.

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 462, November 2007) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Signature: 

Date: 7-20-2021



RECEIVED  
7-7-21

# Board and Commission Application and Certification Form

Instructions: Complete and sign this form and return it to Thompson Special Service District, HC11 Box 400010, Thompson Springs, UT 84540 or drop in box at fire station.

Board or Commission Position Applied For: TRUSTEE, TSSD

Name: RUSSELL BAUER

Mailing Address: HC-11 Box 400038

City: THOMPSON SPRINGS State: UTAH ZIP Code: 84540

Day Phone: 435-210-8005 Email Address: [Signature]

In what year did you establish your current residency in this District? 2011

Occupation or professional training: TRUCK DRIVER - WAREHOUSE MGR.

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):

PREVIOUS - TSSD BOARD MEMBER

" " BOARD CHAIRMAN

HEAVY EQUIP. OPERATOR

PIPE LINE CONSTRUCTION

MINI STORAGE - BUILDER, OWNER, OPERATOR

T.S.S.-D. WATER-OPERATOR'S - HELPER

TRUCK DRIVER - TRUCK-OWNER

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

PREVIOUS T.S.S.D. BOARD MEMBER

" " " CHAIRMAN

Grand County Resolution 2806 (November 2007) contains the following Board Member requirements:

- Must be a Grand County resident and live within the TSSD boundaries.
- Terms shall be for four years, unless a shorter period is required by law, or unless a mid-term vacancy is being filled.
- All terms shall end December 31st with the new member taking office the first meeting in January of the following year.
- Board Members shall have the appropriate expertise when required by law.
- Submit applications to the TSSD Office in accordance with the requirements contained in the notice.
- Agree to abide by the County's Conflict of Interest Ordinance.

Additionally, the State Code has the following requirements for *Special Service Districts* in Grand County:

- No appointed member of the Board may be a full or part-time employee of the District while serving on the Board.
- No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District.
- A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service.
- Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District.

I have read, and I certify, that all the information on this form is true and correct and I meet the requirements listed above. Furthermore, if appointed, I agree to faithfully attend the meetings and adhere to the State laws, County ordinances, and adopted Bylaws that govern the Board or Commission on which I am appointed to serve. Additionally, I have read the County's Conflict of Interest Ordinance (No. 462, November 2007) and do not have any inherent conflicts in serving on the Board or Commission to which I have applied. I agree to abide by this Ordinance.

Signature: \_\_\_\_\_



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

7-7-21



# Board and Commission Application and Certification Form

RECEIVED  
8/5/2021

Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or [cc: incil@grandcountyutah.net](mailto:cc:incil@grandcountyutah.net)

Board or Commission Applied For: Thompson Springs SS Water District

Name: Jenna Talbott

Mailing Address: HC 11 Box 400070

City: Thompson Springs State: UT ZIP Code: 84540

Day Phone: (435) 260, 7204 Email Address: weekdayionysus@gmail.com

In what year did you establish your current residency in Grand County? 2021  
(residency is required for all Boards; some District boards require residency within the District, which may not include Moab City limits; **two** years' residency prior to assuming board membership is required for Planning Commission)

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) N/A

Occupation or professional training: Journalist

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):

I've worked in wilderness therapy, the Alaskan fishing industry, the arts, and taken on various roles in documenting, managing, and collaborating that I believe qualify me to be an asset to the TSSSWD. My main occupation is journalism, and I worked for the Sun News out of Moab from 2012-2017, which required me to report in depth on various issues & happenings in the Grand County area. While I have much to learn, my focus is newly dedicated to Thompson Springs and its resource management.

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

With a degree in Anthropology and a minor in communications, I have a background immersed in cultural brokering and media ethics (which I believe transfer largely to politics and across the board). I participated in resource management as a volunteer in Ecuador in 2009 and <sup>FIRST</sup> recognized the value of local governing.

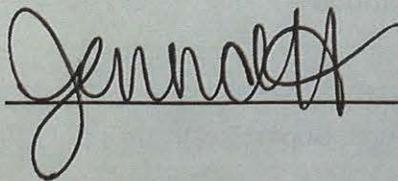
#### CERTIFICATION

I have read Resolution No. 3184, I understand the eligibility requirements for serving on the above-named Board or Commission, and I certify, that all the information on this form is true and correct.

Additionally, I have read and understand the County's Professional Ethics and Conflict of Interest Ordinance No. 593 (2019), including my duty to disclose non-restricted conflicts of interest prior to relevant discussions and votes and recuse myself from discussions and votes involving my restricted conflicts of interest.

If appointed, I agree to faithfully attend the meetings and adhere to the State law, County resolution and ordinance, and the Bylaws that govern the Board or Commission on which I am appointed to serve.

Signature: \_\_\_\_\_



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

8/5/21

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

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" " " CHAIRMAN

Grand County Resolution 2806 (November 2007) contains the following Board Member requirements:

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- No person employed by a Special Service District as a full-time or part-time employee may serve on the Governing Board of the District.
- A Board Member may not be compensated separately as a Board Member and as an employee for providing the same service.
- Each Trustee/Board Member appointed by the County legislative body shall be an elector (registered voter) of the District.

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Signature: \_\_\_\_\_



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

7-7-21

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

Leader of many group activities that help communities come together to work towards a goal. Such as cleanups, community teaching events, outdoor education

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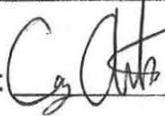
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Signature: 

Date: 7-20-2021



**GRAND COUNTY COMMISSION**  
**Mary McGann (Chair) · Gabriel Woytek (Vice-Chair)**  
**Evan Clapper · Jacques Hadler · Trish Hedin**  
**Sarah Stock · Kevin Walker**

August 17, 2021

Taryn Kay  
Superintendent  
Grand County School District

Bradon Bradford  
Director/Health Officer  
Southeast Utah Health Department

Jennifer Sadoff  
CEO  
Moab Regional Hospital

**Re: Letter of Support for mandatory face coverings at Helen M. Knight Elementary School**

Dear Ms. Kay, Mr. Bradford, & Ms. Sadoff,

The Grand County Commission would like to recognize the staff and administration of Moab Regional Hospital for its unflinching and diligent response throughout the pandemic. We would like to also recognize the Southeast Utah Health Department for its careful, thoughtful, and evidence-based response and expertise in guiding the community through the pandemic. Lastly, we would like to show our great pride in the students, families, teachers and administrators of the Grand County School District for overcoming immense challenges in completing the 2020-21 school year and preparing for another complete year during a very turbulent period in our history.

In the face of the current surge of COVID-19 cases and the highly contagious Delta variant, the Grand County Commission offers its support to the Southeast Utah Health Department in issuing a 30-day mask order for K-6 students in Grand County. This is not an ideal course of action, and one not taken lightly given the challenges associated with masking for our children, families, teachers and school administrators. As always, we as a Commission respect and respond to the concerns and recommendations given by health professionals and school administration in keeping the community safe and our children in a position to thrive.

The availability of ICU beds in our region continues to dwindle or remains non-existent, and the community is currently in a crisis with regards to its ability to respond to any further surges in COVID-19 transmission. Surges left unchecked by reasonable and proven methods for reducing transmission have a disturbing domino effect on our health care system and overall public health. A hospital battling to treat severe COVID-19 cases becomes less able to treat and respond to the everyday common care needs that arise in the community. The health department becomes left

with little time or energy for proactive public health efforts and the provision of resources to community members who most need it.

At this time, it is the duty of the Grand County Commission to support this effort in protecting the health, safety, and wellbeing of its population. We urge the citizens of Grand County to continue to be vigilant, exercise basic prevention measures, receive vaccinations if possible, and take a cautious approach so that we as a community feel comfortable allowing this order to expire and we as a community can achieve the universally shared goal of overcoming this pandemic and avoiding further disruptions to everyday life.

Sincerely,

Mary McGann  
Grand County Commission Chair

**CONSENT AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**

August 17, 2021

Consent Agenda Item: O - S

<b>TITLE:</b>	O. Approving local consent for alcohol sales for the Canyonlands PRCA Rodeo P. Approving bid award and Notice of Award for the purchase of airport snow removal equipment Q. Approving First Amendment to Independent Contractor Agreement with Statefire DC Specialties, LLC for Old Spanish Trail Arena R. Approving Cooperative Agreement between the Grand County Weed Department and the Utah Department of Natural Resources, Division of Wildlife Resources, for Colorado River Restoration Project 5.0 S. Approval of Amendment Contract between Southeastern Utah Association of Local Governments Area Agency OF Aging Interlocal Cooperation and Contract Agreement
<b>FISCAL IMPACT:</b>	See Corresponding Agenda Summaries, if any
<b>PRESENTER(S):</b>	None

**Prepared By:**

Tara Collins  
Commission Office  
Assistant  
435-259-1342  
tcollins@grandcountyutah.net

**RECOMMENDATION:**

I move to adopt the consent agenda as presented.

**BACKGROUND:**

See corresponding agenda summaries, if any, and related attachments.

**ATTACHMENT(S):**

See corresponding agenda summaries, if any, and related attachments.

**FOR OFFICE USE ONLY:**

**Attorney Review:**  
N/A

**SINGLE EVENT PERMIT  
Local Consent**

Item O

**PURPOSE:** Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission to issue an event permit to an organization for the purposes of storage, sale, offer for sale, furnish, or allow the consumption of an alcoholic product on the event premises. **Authority:** Utah Code 32B-9-201

Grand County

City  Town  County

Local business license authority

hereby grants its consent to the issuance of a temporary single event permit license to:

Applicant Entity/Organization: Canyonlands PRCA Rodeo

Event Name: Canyonlands PRCA Rodeo

Event location address: Old Spanish Trail Arena - 3641 S. Hwy 191, Moab UT, 84532

street city state zip

On the 1st - 3rd day(s) of October, 2021

dates month year

during the hours of 6:30 pm - 10 pm (10/1 & 10/2), 2:30 - 10 pm (10/3), pursuant to the provision of Utah Code 32B-9 for

define hours from - to

the sale of (Check all that apply)  Beer  Heavy Beer  Wine  Flavored Malt Beverages  Liquor

We are recommending this entity as conducting a civic or community enterprise\*  Yes  No

NOT providing a recommendation

**\*As Part of local consent required by 32B-9-201(1)(c), the locality *may* provide a recommendation as to whether the entity is conducting a civic or community enterprise.** A civic or community enterprise means a function that is in the nature of a temporary special event such as a social, business, religious, political, governmental, educational, recreational, cultural, charitable, athletic, theatrical, scholastic, artistic, or scientific event. A "civic or community enterprise" generally is a gathering that brings members of a community together for the common good. Single event permits may not be issued to or obtained by an entity or organization for the purpose of avoiding or attempting to avoid the requirement of state retail alcohol licensing.

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

Mary McGann, Grand County Commission Chair

Name/Title

\_\_\_\_\_  
Date

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**

**AUGUST 17, 2021**

Agenda Item: P

<b>TITLE:</b>	Approving bid award and Notice of Award for the purchase of airport snow removal equipment
<b>FISCAL IMPACT:</b>	\$0 (The purchase is fully funded through a \$254,175.00 grant)
<b>PRESENTER(S):</b>	Andy Solsvig, Airport Director

**Prepared By:**

Andy Solsvig  
Airport Director  
435-259-4849  
asolsvig@grandcountyutah.net

**FOR OFFICE USE ONLY:**

**Attorney Review:**

Christina Sloan  
County Attorney  
435-259-1324  
csloan@grandcountyutah.net

**RECOMMENDATION:**

I move to approve the Notice of Award for Century Equipment Company in the amount of \$254,175.00 for the purchase of snow removal equipment for Canyonlands Regional Airport.

**BACKGROUND:**

As part of the Canyonlands Regional Airport (CNY) capital improvement program and eligible federal entitlement funding, the need for additional snow removal equipment (SRE) was identified years ago.

Although CNY receives, on average, eight inches of snow each winter, snow removal operations must occur when there is 1/8 of an inch of snow or any contaminants which may obscure paint markings and visual queues for pilots. Additionally, federal regulations require the runway to be cleared within certain time parameters based on operations. Considering the amount of pavement to be cleared one must understand the runway itself is 7,800 feet in length and 100 feet wide which equates to approximately an 8-lane highway for 1.5 miles and then to include the taxiways, aprons, entry roads, and other areas. Depending on the snow event, cleanup efforts can take a full day to multiple days.

Airport staff have been using three pickup trucks with plow attachments for several years. Although plowing does work, there are some pros and cons during snow removal operations. The purchase of a loader will allow the driver to use various attachments (rotating broom, a 16-foot ramp plow, and a 14-foot V-plow) specific to snow removal needs thus increasing the performance and time for clearing aircraft movements areas.

On May 26, 2021, two (2) bids were received with Century Equipment Company being the low bidder.

The purchase is 100% federal grant eligible due to additional stimulus funds as a result of COVID impacts.

**ATTACHMENT(S):**

- 1) Armstrong Award Recommendation Letter



May 27, 2021

Mr. Andy Solsvig  
Grand County, Utah  
110 West Aviation Way  
Moab, Utah 84532

**RE: Award Recommendation Letter  
Schedule I – Acquire Snow Removal Equipment  
Canyonlands Regional Airport – Grand County, Utah  
AIP No. 3-49-0020-039-2021 | ACI No. 216690**

Dear Mr. Solsvig,

Bids were received for the above noted project on May 26, 2021. Two (2) bids were received and are shown in the attached bid tabulation.

The bids were reviewed for math errors, bid bonds and other items of responsiveness. The bid submitted by Century Equipment Company, the low bid, appears to be responsive. The higher bid, submitted by Wheeler Cat, did not include bond nor signature with the bid submission. A general review of each bid is summarized below:

CONTRACTOR	5% Bid Bond Included	Required Proposal Sheets Included	Addenda Acknowledged	Listed on Federal Disbarred Contractors List <sup>1</sup>
Century Equipment Company	Yes	Yes	Yes	No
Wheeler Cat	Yes	No	Yes	No

<sup>1</sup> Based on information from the Federal System for Award Management website, accessed on May 26, 2021.

A great deal of effort was put forth to attract bidders to this project. A total of seven (7) sets of plans and specifications were sent out to potential bidders, plan rooms, and suppliers. The advertisement for bids for the project was published for three (3) consecutive weeks prior to the bid opening.

Based on conversations with FAA ADO staff, it is believed that sufficient funds are available for the budget listed below. A revised grant application, only including pertinent sheets that include budgetary figures, is enclosed with this letter and should be signed and forwarded to the FAA as soon as possible.

Our recommendation is to award Schedule I to Century Equipment Company for a total contract amount of \$254,175.00 upon receiving concurrence from the FAA Program Manager.

The following budget needs to be developed for AIP No. 3-49-0020-039-2021 consisting of:

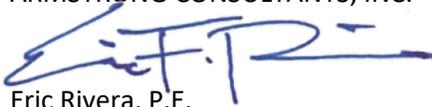
Schedule I: Acquire Snow Removal Equipment

DESCRIPTION	AMOUNT
<b>Construction</b>	
Wheel Loader with 2.5 cu yd Quick Detach Bucket	\$ 171,475.00
12-Foot Folding V-Plow	\$ 24,800.00
14-Foot Hydraulic Angle Broom	\$ 38,500.00
16-Foot Ramp Plow	\$ 19,400.00
<b>Equipment Total</b>	<b>\$ 254,175.00</b>
<b>Engineering</b>	
Project Development	\$ 2,250.00
Design	\$ 6,710.00
Bidding Services	\$ 4,870.00
Acquisition Period Services	\$ 4,520.00
Project Closeout	\$ 2,060.00
<b>Engineering Total</b>	<b>\$ 20,410.00</b>
<b>Administration</b>	
Admin Expenses	\$ 344.25
<b>Administration Total</b>	<b>\$ 344.25</b>
<b>Total Project Cost</b>	<b>\$ 274,929.25</b>
<b>Budget Summary</b>	
<b>FAA Share 100.0%</b>	<b>\$ 274,930.00</b>
<b>Local Share 0.0%</b>	<b>\$ 0.00</b>

We will send the Notice of Award for signature once approval is received from the FAA Program Manager and a FAA Grant Agreement is executed.

If you have any questions regarding this matter, please contact our office. We look forward to getting this project completed.

Sincerely,  
ARMSTRONG CONSULTANTS, INC.



Eric Rivera, P.E.  
Airport Project Manager

ER/cl

Enclosures: Bid Tabulation  
Revised Grant Application Sheets

cc: Mr. Eric Trinklein, FAA





**BID TABULATION**

Canyonlands Regional Airport  
 Grand County, Utah  
 Acquire Snow Removal Equipment  
 3-49-0020-039-2021

ACI No. 216690

Bid Opening: May 26, 2021 at 2:00 p.m. MDT

Item No.	Spec No.	Description	Qty	Unit	Engineer's Estimate		Century Equipment Company		Wheeler Cat	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>Schedule I - Acquire Snow Removal Equipment</b>										
1	S-SREa	Wheel Loader with 2.5 cu yd Detach Bucket	1	LS	\$ 170,000.00	\$ 170,000.00	\$ 171,475.00	\$ 171,475.00	\$ 207,150.00	\$ 207,150.00
2	S-SREb	12-Foot Folding V-Plow	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 24,800.00	\$ 24,800.00	\$ 20,900.00	\$ 20,900.00
3	S-SREc	14-Foot Hydraulic Angle Broom	1	LS	\$ 22,500.00	\$ 22,500.00	\$ 38,500.00	\$ 38,500.00	\$ 43,150.00	\$ 43,150.00
4	S-SREd	16-Foot Ramp Plow	1	LS	\$ 12,500.00	\$ 12,500.00	\$ 19,400.00	\$ 19,400.00	\$ 9,900.00	\$ 9,900.00
<b>TOTAL SCHEDULE I</b>					<b>\$</b>	<b>230,000.00</b>	<b>\$</b>	<b>254,175.00</b>	<b>\$</b>	<b>281,100.00</b>

Engineer's Estimate		Century Equipment Company		Wheeler Cat	
\$	230,000.00	\$	254,175.00	\$	281,100.00
<b>Bid Total - Schedule I</b>					

**NOTICE OF AWARD**

**FOR IMPROVEMENTS TO  
CANYONLANDS REGIONAL AIRPORT  
ACQUIRE SNOW REMOVAL EQUIPMENT  
GRAND COUNTY, UTAH**

**AIP NO. 3-49-0020-039-2021**

TO: Century Equipment Company  
549 32 Road  
Clifton, CO 81520

The OWNER has considered the Bid submitted by you for the above described Work in response to its Invitation for Bids and Instructions to Bidders.

You are hereby notified that your Bid for Schedule I has been accepted in the amount of Two Hundred Fifty-Four Thousand, One Hundred Seventy-Five and 00/100 Dollars (\$254,175.00).

You are required by the Instructions to Bidders to execute the Agreement and furnish Proofs of Insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Proofs of Insurance within fifteen (15) days from the date of this Notice, said Owner will be entitled to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

GRAND COUNTY  
(OWNER)

By \_\_\_\_\_, Commission Chair  
110 W. Aviation Way  
Moab, Utah 84532  
(435) 259-4849

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

\_\_\_\_\_, Contractor

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

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

**AGENDA SUMMARY**  
**GRAND COUNTY COMMISSION MEETING**

**AUGUST 17, 2021**

Agenda Item: Q

<b>TITLE:</b>	Approving First Amendment to Independent Contractor Agreement with Statefire DC Specialties, LLC for Old Spanish Trail Arena
<b>FISCAL IMPACT:</b>	Additional \$3,088.96 (\$17,805.26 total, original ICA approved for \$14,716.30)
<b>PRESENTER(S):</b>	Angie Book OSTA Director

**Prepared By:**

Angie Book  
OSTA Director  
(435) 259-1331  
[abook@grandcountyutah.net](mailto:abook@grandcountyutah.net)

**FOR OFFICE USE ONLY:**

**Attorney Review:**

**SUGGESTED MOTION:**

I move to approve the first amendment to the Independent Contractor Agreement with Statefire DC Specialties and repairs and updates at Old Spanish Trail Arena.

**BACKGROUND:**

*Additional repairs were discovered during original inspections and maintenance. The additional repairs are being proposed through Statefire at an additional \$3,088.96 (NTE). There are several leaking couplings, along with a non-operating flow switch and an electric bell. The original ICA was approved on July 6, 2021 for \$14,716.30.*

The Old Spanish Trail Arena is due for the 15-year recharge/replacement of the Glycerin in the fire suppression system. This system holds approximately 400 gallons of glycerin. There are also several sprinkler heads, and couplings that need to be replaced. Replacement of these sprinkler heads, and couplings needs to be done while the system is down.

**ATTACHMENT(S):**

- First Amendment to Independent Contractor Agreement
- Signed Independent Contractor Agreement (7-6-21)
- Statefire proposal #1083970
- Statefire proposal #1369759
- Statefire proposal #1804231

**FIRST AMENDMENT  
TO  
INDEPENDENT CONTRACTOR AGREEMENT**

This **FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT** (the “Amendment”), by and among **Statefire DC Specialties**, a Utah limited liability company located at 2550 South West Temple South Salt Lake, UT 84115 (the “Contractor”) and **GRAND COUNTY, UTAH**, a political subdivision of the State of Utah (the “County”), is effective as of August 17, 2021.

**RECITALS**

**WHEREAS**, the County entered into an Independent Contractor Agreement on July 6, 2021;

**WHEREAS**, in executing the services set forth in the original agreement additional repair and update were identified in order to complete the agreement;

**WHEREAS**, the Parties desire to amend the original agreement to include the additional service needs identified.

**NOW THEREFORE**, in consideration of the above-recitals and terms below, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 1 of the Agreement shall be amended and modified to read in its entirety as follows:

**SERVICES.** Contractor herewith agrees to perform the following services, as more particularly described in the Scope of Work attached hereto as Exhibit A (the “Services”):

Repair five leaking heads (replace) and replace one leaking Vic Coupling on the riser. Correction of leaks found in system. Complete five year internal inspection, replace two gauges that are due for five year replacement, and recharge antifreeze solution (tested at 15+).

2. Section 2 of the Agreement shall be amended and modified to read in its entirety as follows:

**PROJECT SCHEDULE.** Contractor shall complete the Services on the following schedule (the “Project Schedule”):

Initial repairs and maintenance scheduled for July 13, 2021 and July 14, 2021. The secondary repairs to be completed by December 31, 2021. Five year internal inspections scheduled annually with the final inspections to be completed by August 1, 2025.

Contractor shall use commercially reasonable efforts to meet the Project Schedule, and the County agrees to cooperate in good faith to allow Contractor to meet the Project Schedule in a timely and professional manner. The Parties acknowledge that they may amend and modify the Project Schedule only through written Amendment, which shall be attached to this Agreement and incorporated herein upon mutual execution.

3. Section 5 of the Agreement shall be amended and modified to read in its entirety as follows:

**PAYMENT.**

- a. Compensation. County shall pay Contractor, and Contractor shall accept from County, in full payment for the Services under this Agreement, the following compensation: not to exceed \$17,805.26 and as per description of work (the “Compensation”). Contractor shall invoice the County upon completion of the Services, and the County shall pay Contractor within thirty (30) days of the County’s approval of the same.
4. Except as modified herein, all terms and conditions of the Agreement remain in full force and effect.

_____ Contractor’s Signature	_____ Printed Name of Contractor and Title	_____ Date
---------------------------------	---	---------------

_____ County Signature	_____ Chair, Grand County Commission	_____ Date
---------------------------	---	---------------

ATTEST:

_____ Grand County Clerk/Auditor	_____ Date
-------------------------------------	---------------

**INDEPENDENT CONTRACTOR AGREEMENT**

This **INDEPENDENT CONTRACTOR AGREEMENT** is hereby entered into this 6<sup>th</sup> day of July, 2021 (“Effective Date”) by and between **Grand County**, a political subdivision of the State of Utah, located at 125 E. Center Street, Moab, UT 84532 (the “County”) and **Statefire DC Specialties**, a Utah limited liability company located at 2550 South West Temple South Salt Lake, Ut. 84115 (the “Contractor”).

WITNESSETH

WHEREAS Contractor is willing to provide services to County as an Independent Contractor, and County is willing to accept services from and compensate Contractor for said services subject to this Agreement;

NOW THEREFORE, in consider in consideration of the mutual promises and covenants set forth in this Agreement, County and Contractor agree as follows:

- 1. **SERVICES.** Contractor herewith agrees to perform the following services, as more particularly described in the Scope of Work attached hereto as *Exhibit A* (the “Services”):

Repair five leaking heads (replace) and replace one leaking Vic Coupling on the riser. Complete five year internal inspection, replace two gauges that are due for five year replacement, and recharge antifreeze solution (tested at 15+).

The Parties acknowledge that they may amend and modify the Services only through written Amendment, which shall be attached to this Agreement and incorporated herein upon mutual execution.

- 2. **PROJECT SCHEDULE.** Contractor shall complete the Services on the following schedule (the “Project Schedule”):

Initial repairs and maintaince scheduled for July 13, 2021 and July 14, 2021. Five year internal inspections scheduled annually with the final insepection to be completed by August 1, 2025.

Contractor shall use commercially reasonable efforts to meet the Project Schedule, and the County agrees to cooperate in good faith to allow Contractor to meet the Project Schedule in a timely and professional manner. The Parties acknowledge that they may amend and modify the Project Schedule only through written Amendment, which shall be attached to this Agreement and incorporated herein upon mutual execution.

- 3. **PROPERTY.** Contractor shall perform the Services for the benefit of real property owned by the County located at 3641 South Highway 191 Moab Ut. 84532 (the “Property”). The County warrants and represents that it owns the Property.

4. **TERM OF AGREEMENT.** Subject to Section 2, this Agreement shall begin on the Effective Date and shall expire on or before July 15, 2025.

5. **PAYMENT.**

a. Compensation. County shall pay Contractor, and Contractor shall accept from County, in full payment for the Services under this Agreement, the following compensation: not to exceed \$14,716.30 and as per description of work (the "Compensation"). Contractor shall invoice the County upon completion of the Services, and the County shall pay Contractor within thirty (30) days of the County's approval of the same.

6. **PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS.** Contractor shall obtain and be responsible for all occupational and professional licenses and permits required to perform the Services prior to the commencement of the same. Further, Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services.

7. **CONTRACTOR, DEFINED.**

a. Independent Contractor. Contractor is and shall always be an independent contractor with respect to the Services performed hereunder. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Contractors on work performed under the terms of this Agreement.

b. No Third-Party Beneficiary. Nothing contained in this Agreement, nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.

c. Miscellaneous. As used herein, Contractor shall include all owners, members, shareholders, directors, officers, agents, employees, heirs, assigns, and subcontractors of Contractor. All Contractor's employees engaged hereunder shall be at least 18 years of age. Further, the County reserves the right to remove employees of Contractor or Subcontractor engaged hereunder for substandard work, gross negligence or intentional disregard for county property, or drug or alcohol use.

d. This Section shall survive expiration or termination of this Agreement.

8. **CONFIDENTIALITY.** All designated confidential information disclosed by the County to the Contractor hereunder shall be kept confidential by Contractor. In such event, Contractor agrees to use all reasonable precautions to ensure that all such confidential information is properly protected and kept from unauthorized persons or disclosure. This Section shall survive expiration or termination of this Agreement.

9. **REPRESENTATIONS AND WARRANTIES.**

- a. Best Efforts. Contractor warrants that the materials and equipment furnished under this Agreement shall be of good quality and new, unless otherwise required or permitted hereunder, that the Services shall be free from defects not inherent in the quality required or permitted, and that the Services shall conform with the requirements hereunder. The Services not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. If required by the County, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- b. Service Warranty. Warranty Contractor further warrants that the Services shall be free of defects and deficiencies for a period of one (1) year after the Final Notice of Completion Date (the "Warranty Period"). The County may enforce the Warranty by providing a written Notice of Deficiency within the Warranty Period. Contractor shall have thirty (30) days from the Notice of Deficiency Date to inspect, object/respond, or repair/replace the Services.
- c. Legal Compliance. Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services.

10. **INSURANCE.**

- a. General. Prior to Contractor's commencement of the Services and during the term of this Agreement, Contractor shall carry the following insurance with an insurance company duly admitted into the State of Utah which maintains an A.M. Best rating of "A-" or better:
  - i. *Commercial General Liability* with coverage not less than \$1 million each occurrence with a \$2 million combined single limit. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage, or work performed by Contractors;

- ii. *Workers' Compensation and Employers' Liability Insurance* with coverage of not less than \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury by disease; and
  - iii. *Business Auto Liability Insurance* with coverage of not less than \$1,000,000 for each accident.
- b. Certificates of Insurance. Each Certificate of Insurance shall be attached hereto as **Exhibit B** and provide the following: a) designation of the County as an Additional Insured; and b) an endorsement for Waiver of Subrogation. Early cancellation or termination of the County's coverage hereunder shall constitute default.
- c. Survival. This Section shall survive expiration or termination of this Agreement
11. **BREACH**. As used herein, Breach shall mean any failure to by a party hereunder to perform any of its obligations under this Agreement, including but not limited to: Contractor's failure to commence or otherwise perform the Services in accordance with the provisions of this Contract, Contractor's failure to use an adequate amount or quality of personnel or equipment to complete the Services without delay, a party's adjudication as bankrupt, assignment of this Agreement for the benefit of its creditors, insolvency, or any party's failure to make prompt payments required hereunder, including Contractor's payments to its subcontractors, materialman, or laborers.

12. **TERMINATION OF AGREEMENT**.

- a. By the County. In the event of Contractor's Breach hereunder, the County may, after giving the Contractor three (3) days' written notice, terminate this Contract and take possession of the Services. Upon receipt of such notice, Contractor shall cease operations and terminate existing subcontractors and purchase orders to the extent directed in the notice and complete such portions of the Services and take all actions to mitigate any losses and damages arising from the termination, as specified in the notice. Upon termination pursuant to this Section, the Contractor shall be entitled to receive, as full and final compensation for the Services, the Contract Sum attributable to the Services properly performed prior to the effective date of termination to the extent not previously paid and reasonable and necessary termination expenses for demobilization (subject to the County's receipt of supporting documentation acceptable to the County) and the ratable proportion of the Contractor's profit earned as of that date, provided, however, that the total amount paid to Contractor pursuant to this Section shall not exceed the Compensation.
- b. By the Contractor. Contractor shall have the right to terminate this Contract in the event the County has failed, without cause, to make payment required hereunder, or the Project has been suspended for more than one hundred twenty (120) days;

however, provided that such suspension is not the result of acts of force majeure or acts or omissions of the Contractor.

- c. Effect of Termination. In the event of termination under this Section, this Agreement (other than those Sections which survive termination, as stated herein), shall forthwith become wholly void and of no further force and effect; provided, however, that nothing herein shall relieve any party from liability for willful Breach of this Agreement.

13. INDEMNIFICATION. The Services performed by Contractor shall be at the risk of Contractor exclusively. Contractor herewith agrees to indemnify, defend, and hold the County, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, taxes, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the County or their respective officers, officials, agents, or employees, or any person or persons. This Section shall survive expiration or termination of this Agreement.

14. FORCE MAJEURE. Neither party shall be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control ("Force Majeure"), including, without limitation, strikes; work stoppages; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes or acts of God; global, state-wide or local pandemics; state-wide or local states of emergencies which cause travel or movement restrictions; and interruptions or malfunctions of utilities, communications or computer (software and hardware) services; provided, however, that each party shall use reasonable efforts consistent with accepted practices in their respective industries to resume performance as soon as practicable under the circumstances. This Section shall survive expiration or termination of this Agreement.

15. ENTIRE AGREEMENT. This Agreement together with its exhibit contains the complete Agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the parties acknowledges that they or it have relied on its own judgment in entering into this Agreement. The Parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other.

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The Contractor may subcontract out a portion of the work to another party only with the express written permission of Grand County. It is acknowledged that any Agreement between the Contractor and Subcontractor is not binding on Grand County.

16. MODIFICATION OF AGREEMENT. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.
17. NO ASSIGNMENT. This Agreement is not assignable without the written consent of the Parties.
18. DISPUTES. Should any disputes arise with respect to this Agreement, the Contractor and the County agrees to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or County as a result of such failure to proceed shall be borne by the Contractor; and the Contractor shall not make a claim against the County for such costs.
19. CHOICE OF LAW. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of other forums. Any such action shall be brought in the 7<sup>th</sup> Judicial District, State of Utah, Grand County. This Section shall survive expiration or termination of this Agreement
20. NO WAIVER. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
21. SEVERABILITY. The invalidity of any portion of this Agreement for any reason with not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the severing of the invalid provision.
22. UNDERSTANDING AND EFFECT OF AGREEMENT.

- a. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into Agreement.
- b. Parties warrant that they enter into this Agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.
- c. Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.

23. PARAGRAPH HEADINGS. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

24. ATTORNEYS' FEES AND COSTS. In the event of dispute hereunder, the prevailing party, as determined by a court of competent jurisdiction, shall recover its attorneys' fees and costs incurred to enforce this Agreement.

25. DUTY OF NOTIFICATION. Upon filing for bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall immediately notify the County.

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

	<i>BRANDON RUSSELL FIRE SPRINKLER INSPECTOR</i>	<i>6-28-21</i>
Contractor's Signature	Printed Name of Contractor and Title	Date

<small>DocuSigned by:</small>  <small>83872C8E327C4A8</small>	Mary McGann	7/7/2021
County Signature	Chair, Grand County Council	Date

ATTEST:

<small>DocuSigned by:</small>  <small>E3C011378619414</small>	7/7/2021
Grand County Clerk/Auditor	Date

**Contact Information**

Resolution # \_\_\_\_\_ Approved \_\_\_\_\_

DS  


**Contractor's Contact Information**

Name: Brandon Russell  
Title:  
Address: 2550 S. West Temple,  
South Salt Lake, UT, 84115  
Phone: (800) 523-4300  
Fax:  
Email:

**County's Assigned Project Manager**

Name: Angie Book  
Title: Old Spanish Trail Arena Director  
Address: 3641 S. Hwy 191,  
Moab, UT 84532  
Phone: 435-259-1311  
Fax:  
Email: [abook@grandcountyutah.net](mailto:abook@grandcountyutah.net)

<sup>DS</sup>  
*mm*

Resolution # \_\_\_\_\_ Approved \_\_\_\_\_

**Exhibit A**  
**Scope of Work**

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

Resolution # \_\_\_\_\_ Approved 

**EXHIBIT B**

Resolution # \_\_\_\_\_ Approved 

Approve Request Changes**StateFire DC Specialties**

**From** 2550 South West Temple  
 South Salt Lake, UT 84115  
 (800) 523-4300

Quote No. **1083970**

Type Repair

Prepared By Brandon Russell

Created On 02/07/2020

Valid Until 04/01/2020

**GRAND COUNTY**

**Quote For** GRAND COUNTY - SPANISH TRAILS ARENA  
 3641 SOUTH HWY 191  
 MOAB, UT 84532

**Description of Work**

REPAIR 5 LEAKING HEADS IN THE ARENA AREA AND 1 LEAKING VIC COUPLING ON THE RISER.

- CUT OUT 5 TEES THAT ARE LEAKING AND REPLACE WITH NEW THREADED TEES AND 2 VIC COUPLINGS PER TEE.
- REPLACE 5 HEADS ON THE 5 TEES.
- REPLACE 4" VIC COUPLING ON RISER THAT IS LEAKING WHILE THE SYSTEM IS DOWN.

**LABOR IS A "NTE" AMOUNT AND WILL BE ADJUSTED TIME ONSITE**

**Services to be completed**

**Sprinkler System Group - REPAIR LEAKING HEADS**  
 REPAIR LEAKING HEADS

Parts, services, labor, and fees	Quantity	Unit Price	Total
NS-155 SR CHROME 1/2" SSU	5	\$22.00	\$110.00
NS-4" VIC COUPLING	1	\$25.00	\$25.00
NS-1 1/4"X1 1/4"X1/2" TEE	5	\$10.00	\$50.00
NS-1 1/4" DYNA THREAD PIPE	10	\$4.00	\$40.00
<b>GRAND TOTAL</b>			<b>\$3,415.00</b>

Parts, services, labor, and fees	Quantity	Unit Price	Total
NS-1 1/4" VIC COUPLING	10	\$15.00	\$150.00
LABOR TECH 1	16	\$95.00	\$1,520.00
LABOR TECH 2	16	\$95.00	\$1,520.00
GRAND TOTAL			\$3,415.00

## Terms and Conditions

### GENERAL TERMS & CONDITIONS

- **MATERIALS AND EQUIPMENT:** All material and equipment shall be as warranted by the manufacturer and will be installed in a manner consistent with standard practices at this time. It is agreed that the Title to all materials and equipment required (for the purpose of this Cost Proposal) shall remain the property of StateFire DC Specialties LLC until paid in full. It is understood that StateFire DC Specialties LLC shall have the authorization to enter upon owner/general contractor property for the purpose of repossessing material and equipment, whether or not installed, without liability to owner/general contractor for trespassing or any other reason. StateFire DC Specialties LLC reserves the right to use supplemental materials as long as it is equal to or greater than what was proposed in this Cost Proposal. All deliveries are subject to manufactures lead times and submittal approval. Owner/General Contractor is to provide full access to work area with no obstructions.
- **EXCLUSIONS:** This Cost Proposal does not include monitoring, cutting, painting, patching, existing penetrations, rental fees, removal, relocation and abandonment of existing system(s) wiring and equipment, trenching, core drilling, sealing of roof penetrations, local and state permits, blue prints, inspection fees, state and local taxes, and overtime and holiday hours unless it was indicated in this Cost Proposal.
- **CHANGE ORDERS:** Any deviation, alteration or changes from this Cost Proposal will be executed only on receipt of a written Work Order. Said hangs shall in no way affect or make void this Cost Proposal. Costs for changes or modification to this Cost Proposal will be based on StateFire DC Specialties current labor rate per man-hour during StateFire DC Specialties LLC normal working hours. This labor rate includes labor, labor benefits, supervision, overhead, warranty, and other costs. Material shall be charged at contractor's list price. The additional work is to be paid for in one lump sum when the next installment is due. If no installment was agreed upon, payment will be made in one lump sum after the additional work has been completed, within thirty (30) days after the owner/general contractor is charged for it. StateFire DC Specialties LLC must receive written authorization prior to commencement of the work. **NO WORK SHALL COMMENCE UNTIL STATEFIRE DC SPECIALTIES LLC RECEIVES WRITTEN AUTHORIZATION.**
- **EXISTING SYSTEMS:** This Cost Proposal is based on the existing system(s) product(s) (e.g., hardware, software, and firmware) are all accessible and up to date. StateFire DC Specialties LLC assumes no responsibility or liability for correcting any product(s) (e.g., hardware, software, and firmware) if found not accessible or out of date. Owner/General Contractor shall be responsible to pay all cost associated with these and all corrections.
- **\*\*NATIONAL AND LOCAL CODES:** \*\*Installation(s) completed by StateFire DC Specialties LLC shall comply with the current edition of all applicable practices, codes, methods and standards of the National Fire Protection Association (NFPA), and as adopted by the State of Utah. Errors in design by the architect and/or engineer are not the responsibility of StateFire DC Specialties LLC. Any additional wiring, equipment, etc. not indicated on the plans and specifications that are required by others (i.e., Inspectors) shall not be part of this Cost Proposal.
- **\*\*TESTING:** \*\* Unless agreed otherwise, the Acceptance Test provided for in this Cost Proposal will be carried out during StateFire DC Specialties LLC normal working hours. If the Specifications for testing are not specified, the test will be carried out in accordance with common practice in the industry. StateFire DC Specialties LLC will notify the owner/general contractor in a timely manner in order to give them the

opportunity to be present during the Acceptance Test. If the owner/general contractor decides not to be present, StateFire DC Specialties LLC will inform the owner/general contractor of the results of the testing, and the owner/general contractor will not be entitled to dispute the accuracy of that result. Cost of special inspections is not included in this Cost Proposal. Should special inspections arise (by no fault of StateFire DC Specialties LLC) from construction activities and be required by the owner/general contractor and/or inspector, as a condition of the permit or granting of occupancy, owner/general contractor shall be responsible to pay all costs associated with these inspections.

- **CLEANING:** StateFire DC Specialties LLC shall remove all waste materials and rubbish attributable to the work to an appropriate disposal location provided by the owner/general contractor at or near the site.
- **PAYMENT TERMS:** If other payment terms have not been included in this Cost Proposal, payment will be due within thirty days (30) of the invoice date, without any right to discount or setoff. Payments not received by invoice due date shall be considered past due. Past due accounts will be charged interest at a rate of 1.5% per month (18% APR) with a monthly minimum of five dollars (\$5.00) until the balance is paid in full. Acceptance of this Cost Proposal is notice if any invoices become past due that StateFire DC Specialties LLC will enforce the UTAH LIEN LAW. No release of lien shall be signed unless all past due payments are paid in full.
- **\*\*WARRANTY:\*\*** Warranties shall apply exclusively to the system(s), as stated in this Cost Proposal, installation of the material, wire, equipment, and any other items supplied by StateFire DC Specialties LLC. Warranty does not apply to: (a) The warranty of wire and equipment supplied by others; (b) The assembly of wire and equipment supplied by others; (c) Material, wire, equipment and other items supplied by others; and (d) Extensions or additions to the original installation if made by others. Warranty shall commence as soon as the work has been completed in the manner agreed upon and all Acceptance Tests have been passed, the owner/general contractor will be deemed to have accepted the work, and the warranty period will start for a maximum period of one (1) year on all equipment and one (1) year on all labor. After the work has been accepted, the owner/general contractor will have no further liability for defects in the work. Warranty or service will not be performed if any payments according to this Cost Proposal become past due including change orders.
- **\*\*STATEFIRE DC SPECIALTIES LLC SHALL NOT BE LIABLE:\*\*** For failure to perform, if prevented by labor disputes, accidents, acts of God, governmental or municipal regulation or interference, shortages of labor or materials, delays in transportation, non-availability of the same from manufacturer or supplier, or other causes beyond StateFire DC Specialties LLC control. In no event shall StateFire DC Specialties LLC be liable for special or consequential damages whatsoever.
- **OWNER/GENERAL CONTRACTOR DEFAULTS:** Owner/general contractor will be in default if: (a) Any payment called for under this Cost Proposal and all authorized change orders become past due; (b) Any written agreement made by the owner/general contractor is not promptly performed; (c) Any conditions warranted by the owner/general contractor prove to be untrue.; and (d) Failure of owner/general contractor to comply with any of the conditions of this Cost Proposal.
- **STATEFIRE DC SPECIALTIES LLC REMEDIES IN THE EVENT OF OWNER/GENERAL CONTRACTOR DEFAULTS:** StateFire DC Specialties LLC may do any or all of the following: (a) Suspend the work and remove any StateFire DC Specialties LLC supplied material/equipment from the premises, whether or not it has been installed and whether or not it has been placed in operation. In this regard, owner/general contractor agrees that StateFire DC Specialties LLC may enter upon owner/general contractor property for the purpose of repossessing such equipment without liability to owner/general contractor for trespassing or any other reason; (b) Suspend fulfillment of our obligations, without prejudice to our other rights; and (c) Retain all monies paid here-under, regardless of the stage of completion of the work and bring any appropriate action in court to enforce its rights. The owner/general contractor agrees to pay all costs and expenses, attorney's fees, court costs, collection fees (including fees incurred in connection with appeals) incurred by StateFire DC Specialties LLC in enforcing its rights under this Cost Proposal.
- **\*\*INSURANCE COVERAGE:\*\*** StateFire DC Specialties LLC carries Workmen's Compensation and Professional Liability Insurance covering its work on this job. Owner/General Contractor agrees to notify his/her insurance company of the commencement of work. Risk of loss due to fire, windstorm, vandalism, or other casualty shall be upon the owner/general contractor.

- **PROPRIETARY STATEMENT:** This document contains confidential and proprietary information and is the property of StateFire DC Specialties LLC. This document was prepared for the requesting party for the sole purpose of evaluating the products and services proposed. It is submitted to you in confidence, on the condition that you and your representatives have, by receiving it, agreed not to reproduce or copy it, in whole or in part, or to furnish such information to others, or to make any other use of it except for the evaluation purposes stated above, and to return it to StateFire DC Specialties LLC upon request. The previous statement shall not apply to the extent that such statement violates any federal or state laws requiring such information to be made available to the public. In the event this document results in a contract, you may retain this document for use, including making any necessary copies related to the products and services covered by such contract. The offerings and prices presented in this document, excluding any leasing quotes or rates, shall remain valid for a period of thirty (30) days from the document date unless StateFire DC Specialties LLC authorizes an extension. All prior negotiations and writings of any kind concerning this work are superseded and supplanted by this Cost Proposal, unless specifically included in this Cost Proposal.
- **LICENSING:** Utah Contractors Board State Issued Licenses: CL#6686678-5501

**Full Terms and Conditions will be agreed upon by both parties should any work be awarded.**

## Comments

No Comments

[Add Comment](#)

## Approve Quote Close

Please confirm that you approve this quote. StateFire DC Specialties will be notified that you have authorized them to perform this work.

Please make sure your name and email address are correct:

ANGIE BOOK ABOOK@GRANDCOUNTYI

Enter your purchase order number, if you have one:

Checking this confirms that

you have read and accepted the Quote Terms and Conditions.

## Request Changes to Quote Close

Enter any parts, services, or labor on this quote that you would like the vendor to change.

Enter any changes on this quote

Powered by  service**trade**



Approve Request Changes

**StateFire DC Specialties**

**From** 2550 South West Temple  
South Salt Lake, UT 84115  
(800) 523-4300

Quote No. **1369759**  
Type Inspection Repair  
Prepared By Brandon Russell  
Created On 10/01/2020

**GRAND COUNTY**  
**Quote For** GRAND COUNTY - SPANISH TRAILS ARENA  
3641 SOUTH HWY 191  
MOAB, UT 84532

**Description of Work**

**CORRECTION OF DEFICIENCIES FOUND DURING THE ANNUAL INSPECTION**

- COMPLETE 5 YEAR INTERNAL INSPECTION
- REPLACE (2) GAUGES THAT ARE DUE FOR 5 YEAR REPLACEMENT
- RECHARGE ANTIFREEZE SOLUTION (TESTED AT +15)

***THE QUANTITY OF ANTIFREEZE IS AN "NTE" AMOUNT AND WILL BE ADJUSTED TO THE QUANTITY USED***

**LABOR IS FOR ANTIFREEZE RECHARGE**

Services to be completed	Estimated Completion
<b>Sprinkler System Group - Fire Riser</b> 5 year and 2 gauges are due - repair	
<b>Antifreeze Group - Antifreeze Test</b> Repair of Antifreeze Loop tested at 15 and should be recharged	

## Services to be completed

Estimated  
Completion

Sprinkler System Group - 5 YEAR INTERNAL INSPECTION ANNUALLY x

5

5 YEAR INTERNAL / OBSTRUCTION INSPECTION

1  
Jun  
2025  
30  
Jun  
2025

Parts, services, labor, and fees	Quantity	Unit Price	Total
5 YEAR INTERNAL/OBSTRUCTION INSPECTION	1	\$400.00	\$400.00
NS-GAUGE	2	\$28.15	\$56.30
SERVICE/HAZMAT/TRAVEL	1	\$85.00	\$85.00
NS-48% PREMIX GLYCERINE	400	\$25.00	\$10,000.00
LABOR	8	\$95.00	\$760.00
GRAND TOTAL			\$11,301.30

## Terms and Conditions

### GENERAL TERMS & CONDITIONS

- MATERIALS AND EQUIPMENT:** All material and equipment shall be as warranted by the manufacturer and will be installed in a manner consistent with standard practices at this time. It is agreed that the Title to all materials and equipment required (for the purpose of this Cost Proposal) shall remain the property of StateFire DC Specialties LLC until paid in full. It is understood that StateFire DC Specialties LLC shall have the authorization to enter upon owner/general contractor property for the purpose of repossessing material and equipment, whether or not installed, without liability to owner/general contractor for trespassing or any other reason. StateFire DC Specialties LLC reserves the right to use supplemental materials as long as it is equal to or greater than what was proposed in this Cost Proposal. All deliveries are subject to manufactures lead times and submittal approval. Owner/General Contractor is to provide full access to work area with no obstructions.
- EXCLUSIONS:** This Cost Proposal does not include monitoring, cutting, painting, patching, existing penetrations, rental fees, removal, relocation and abandonment of existing system(s) wiring and equipment, trenching, core drilling, sealing of roof penetrations, local and state permits, blue prints, inspection fees, state and local taxes, and overtime and holiday hours unless it was indicated in this Cost Proposal.
- CHANGE ORDERS:** Any deviation, alteration or changes from this Cost Proposal will be executed only on receipt of a written Work Order. Said hangs shall in no way affect or make void this Cost Proposal. Costs for changes or modification to this Cost Proposal will be based on StateFire DC Specialties current labor rate per man-hour during StateFire DC Specialties LLC normal working hours. This labor rate includes labor, labor benefits, supervision, overhead, warranty, and other costs. Material shall be charged at contractor's list price. The additional work is to be paid for in one lump sum when the next installment is due. If no installment was agreed upon, payment will be made in one lump sum after the additional work has been completed, within thirty (30) days after the owner/general contractor is charged for it. StateFire DC Specialties LLC must receive written authorization prior to commencement of the work. **NO WORK SHALL COMMENCE UNTIL STATEFIRE DC SPECIALTIES LLC RECEIVES WRITTEN AUTHORIZATION.**
- EXISTING SYSTEMS:** This Cost Proposal is based on the existing system(s) product(s) (e.g., hardware, software, and firmware) are all accessible and up to date. StateFire DC Specialties LLC assumes no responsibility or liability for correcting any product(s) (e.g., hardware, software, and

firmware) if found not accessible or out of date. Owner/General Contractor shall be responsible to pay all cost associated with these and all corrections.

- **\*\*NATIONAL AND LOCAL CODES:** \*\*Installation(s) completed by StateFire DC Specialties LLC shall comply with the current edition of all applicable practices, codes, methods and standards of the National Fire Protection Association (NFPA), and as adopted by the State of Utah. Errors in design by the architect and/or engineer are not the responsibility of StateFire DC Specialties LLC. Any additional wiring, equipment, etc. not indicated on the plans and specifications that are required by others (i.e., Inspectors) shall not be part of this Cost Proposal.
- **\*\*TESTING:** \*\* Unless agreed otherwise, the Acceptance Test provided for in this Cost Proposal will be carried out during StateFire DC Specialties LLC normal working hours. If the Specifications for testing are not specified, the test will be carried out in accordance with common practice in the industry. StateFire DC Specialties LLC will notify the owner/general contractor in a timely manner in order to give them the opportunity to be present during the Acceptance Test. If the owner/general contractor decides not to be present, StateFire DC Specialties LLC will inform the owner/general contractor of the results of the testing, and the owner/general contractor will not be entitled to dispute the accuracy of that result. Cost of special inspections is not included in this Cost Proposal. Should special inspections arise (by no fault of StateFire DC Specialties LLC) from construction activities and be required by the owner/general contractor and/or inspector, as a condition of the permit or granting of occupancy, owner/general contractor shall be responsible to pay all costs associated with these inspections.
- **CLEANING:** StateFire DC Specialties LLC shall remove all waste materials and rubbish attributable to the work to an appropriate disposal location provided by the owner/general contractor at or near the site.
- **PAYMENT TERMS:** If other payment terms have not been included in this Cost Proposal, payment will be due within thirty days (30) of the invoice date, without any right to discount or setoff. Payments not received by invoice due date shall be considered past due. Past due accounts will be charged interest at a rate of 1.5% per month (18% APR) with a monthly minimum of five dollars (\$5.00) until the balance is paid in full. Acceptance of this Cost Proposal is notice if any invoices become past due that StateFire DC Specialties LLC will enforce the UTAH LIEN LAW. No release of lien shall be signed unless all past due payments are paid in full.
- **\*\*WARRANTY:** \*\* Warranties shall apply exclusively to the system(s), as stated in this Cost Proposal, installation of the material, wire, equipment, and any other items supplied by StateFire DC Specialties LLC. Warranty does not apply to: (a) The warranty of wire and equipment supplied by others; (b) The assembly of wire and equipment supplied by others; (c) Material, wire, equipment and other items supplied by others; and (d) Extensions or additions to the original installation if made by others. Warranty shall commence as soon as the work has been completed in the manner agreed upon and all Acceptance Tests have been passed, the owner/general contractor will be deemed to have accepted the work, and the warranty period will start for a maximum period of one (1) year on all equipment and one (1) year on all labor. After the work has been accepted, the owner/general contractor will have no further liability for defects in the work. Warranty or service will not be performed if any payments according to this Cost Proposal become past due including change orders.
- **\*\*STATEFIRE DC SPECIALTIES LLC SHALL NOT BE LIABLE:** \*\* For failure to perform, if prevented by labor disputes, accidents, acts of God, governmental or municipal regulation or interference, shortages of labor or materials, delays in transportation, non-availability of the same from manufacturer or supplier, or other causes beyond StateFire DC Specialties LLC control. In no event shall StateFire DC Specialties LLC be liable for special or consequential damages whatsoever.
- **OWNER/GENERAL CONTRACTOR DEFAULTS:** Owner/general contractor will be in default if: (a) Any payment called for under this Cost Proposal and all authorized change orders become past due; (b) Any written agreement made by the owner/general contractor is not promptly performed; (c) Any conditions warranted by the owner/general contractor prove to be untrue; and (d) Failure of owner/general contractor to comply with any of the conditions of this Cost Proposal.
- **STATEFIRE DC SPECIALTIES LLC REMEDIES IN THE EVENT OF OWNER/GENERAL CONTRACTOR DEFAULTS:** StateFire DC Specialties LLC may do any or all of the following: (a) Suspend the work and remove any StateFire DC Specialties LLC supplied material/equipment from the premises, whether or not it has been installed and whether or not it has been placed in operation. In this regard, owner/general contractor agrees that StateFire DC Specialties LLC may enter upon owner/general

contractor property for the purpose of repossessing such equipment without liability to owner/general contractor for trespassing or any other reason; (b) Suspend fulfillment of our obligations, without prejudice to our other rights; and (c) Retain all monies paid here-under, regardless of the stage of completion of the work and bring any appropriate action in court to enforce its rights. The owner/general contractor agrees to pay all costs and expenses, attorney's fees, court costs, collection fees (including fees incurred in connection with appeals) incurred by StateFire DC Specialties LLC in enforcing its rights under this Cost Proposal.

- **\*\*INSURANCE COVERAGE:\*\*** StateFire DC Specialties LLC carries Workmen's Compensation and Professional Liability Insurance covering its work on this job. Owner/General Contractor agrees to notify his/her insurance company of the commencement of work. Risk of loss due to fire, windstorm, vandalism, or other casualty shall be upon the owner/general contractor.
- **PROPRIETARY STATEMENT:** This document contains confidential and proprietary information and is the property of StateFire DC Specialties LLC. This document was prepared for the requesting party for the sole purpose of evaluating the products and services proposed. It is submitted to you in confidence, on the condition that you and your representatives have, by receiving it, agreed not to reproduce or copy it, in whole or in part, or to furnish such information to others, or to make any other use of it except for the evaluation purposes stated above, and to return it to StateFire DC Specialties LLC upon request. The previous statement shall not apply to the extent that such statement violates any federal or state laws requiring such information to be made available to the public. In the event this document results in a contract, you may retain this document for use, including making any necessary copies related to the products and services covered by such contract. The offerings and prices presented in this document, excluding any leasing quotes or rates, shall remain valid for a period of thirty (30) days from the document date unless StateFire DC Specialties LLC authorizes an extension. All prior negotiations and writings of any kind concerning this work are superseded and supplanted by this Cost Proposal, unless specifically included in this Cost Proposal.
- **LICENSING:** Utah Contractors Board State Issued Licenses: CL#6686678-5501

**Full Terms and Conditions will be agreed upon by both parties should any work be awarded.**

## Comments

No Comments

[Add Comment](#)

## Approve Quote Close

Please confirm that you approve this quote. StateFire DC Specialties will be notified that you have authorized them to perform this work.

Please make sure your name and email address are correct:

Shawn

Fugit

Sfugit@grandcountyutah.net

Enter your purchase order number, if you have one:  
you have read and accepted the Quote Terms and Conditions.

Checking this confirms that

## Request Changes to Quote Close

Enter any parts, services, or labor on this quote that you would like the vendor to change.

Enter any changes on  
this quote

Powered by  service



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/10/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> American Ins. & Investment 448 S. 400 East Salt Lake City UT 84111	<b>CONTACT NAME:</b> Mason Allen <b>PHONE (A/C No. Ext):</b> 801-364-3434 <b>FAX (A/C No.):</b> 801-355-5234 <b>E-MAIL ADDRESS:</b> Mason.Allen@american-ins.com														
<b>INSURED</b> Interstate Fire Sales and Service, LLC State Fire DC Specialties; StateFire Sales & Service FSI Acquisitions Inc dba Fire Services of Idaho 2550 S West Temple Salt Lake City UT 84115	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Acuity, A Mutual Insurance Co</td> <td style="text-align: center;">14184</td> </tr> <tr> <td>INSURER B : Navigator's Insurance Company</td> <td style="text-align: center;">42307</td> </tr> <tr> <td>INSURER C : CopperPoint American Insurance Company</td> <td style="text-align: center;">13751</td> </tr> <tr> <td>INSURER D : Idaho State Insurance Fund</td> <td style="text-align: center;">36129</td> </tr> <tr> <td>INSURER E : Crum &amp; Forster Specialty Insurance Company</td> <td style="text-align: center;">44520</td> </tr> <tr> <td>INSURER F : Allied World Assurance Company</td> <td style="text-align: center;">19489</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Acuity, A Mutual Insurance Co	14184	INSURER B : Navigator's Insurance Company	42307	INSURER C : CopperPoint American Insurance Company	13751	INSURER D : Idaho State Insurance Fund	36129	INSURER E : Crum & Forster Specialty Insurance Company	44520	INSURER F : Allied World Assurance Company	19489
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**COVERAGES**

**CERTIFICATE NUMBER: 1994566282**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		EPK134183	2/27/2021	2/27/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Per Project Agg \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> UI Motorist			Z94199	2/27/2021	2/27/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTIONS \$			LA20EXC899247IV	2/27/2021	2/27/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1020484 / WC928718701424 649979	2/27/2021 1/1/2021	2/27/2022 1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F E	<input type="checkbox"/> Pollution Liability <input type="checkbox"/> Professional Liability Retroactive Date: 2/27/2017			03122564 EPK134183	2/27/2021 2/27/2021	2/27/2022 2/27/2022	Each Occurrence 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Cyber Liability Policy No.: ESJ0129622468  
 Issuing Company: Certain Underwriter's at Lloyd's  
 Policy Term: 3/17/2021-3/17/2022  
 Limit of Liability: \$1,000,000  
 Deductible: \$10,000

**CERTIFICATE HOLDER**

**CANCELLATION**

Grand County 125 East Center Street Moab UT 84532	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDED WAIVER OF TRANSFER OF RIGHTS  
OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART  
ONSITE CLEANUP COVERAGE PART

**SCHEDULE**

Name of Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

**SECTION VI – COMMON CONDITIONS, item 17. Transfer Of Rights of Recovery Against Others To Us** within the Common Provisions is amended by the addition of the following:

Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, we waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of your ongoing operations or "your work" performed under a written contract with that person(s) or organization(s) and included in the "products-completed operations hazard".

However, this waiver shall not apply to "damages" resulting from the sole negligence of the person(s) or organization(s) indicated in the Schedule shown above.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) or Organization(s)**

Blanket when specifically required in a written contract with the named insured.

**SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by "your work" for that insured which is performed by you or by those acting on your behalf.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED  
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) or Organization(s)**

Blanket when specifically required in a written contract with the named insured.

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.  
This insurance shall be primary and non-contributory, but only in the event of a named insured’s sole negligence.
- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section III – Who Is An Insured** within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section III – Who Is An Insured** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” cause, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

3. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
4. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



[Approve Request Changes](#)

**StateFire DC Specialties**

**From**  
2550 South West Temple  
South Salt Lake, UT 84115  
(800) 523-4300

Quote No. **1083970**  
Type Repair  
Prepared By Brandon Russell  
Created On 02/07/2020  
Valid Until 04/01/2020

**GRAND COUNTY**

**Quote For**  
GRAND COUNTY - SPANISH TRAILS ARENA  
3641 SOUTH HWY 191  
MOAB, UT 84532

## Description of Work

REPAIR 5 LEAKING HEADS IN THE ARENA AREA AND 1 LEAKING VIC COUPLING ON THE RISER.

- CUT OUT 5 TEES THAT ARE LEAKING AND REPLACE WITH NEW THREADED TEES AND 2 VIC COUPLINGS PER TEE.
- REPLACE 5 HEADS ON THE 5 TEES.
- REPLACE 4" VIC COUPLING ON RISER THAT IS LEAKING WHILE THE SYSTEM IS DOWN.

**LABOR IS A "NTE" AMOUNT AND WILL BE ADJUSTED TIME ONSITE**

**Services to be completed**

**Sprinkler System Group - REPAIR LEAKING HEADS**  
REPAIR LEAKING HEADS

Parts, services, labor, and fees	Quantity	Unit Price	Total
NS-155 SR CHROME 1/2" SSU	5	\$22.00	\$110.00
NS-4" VIC COUPLING	1	\$25.00	\$25.00
NS-1 1/4"X1 1/4"X1/2" TEE	5	\$10.00	\$50.00
NS-1 1/4" DYNA THREAD PIPE	10	\$4.00	\$40.00
<b>GRAND TOTAL</b>			<b>\$3,415.00</b>

Parts, services, labor, and fees	Quantity	Unit Price	Total
NS-1 1/4" VIC COUPLING	10	\$15.00	\$150.00
LABOR TECH 1	16	\$95.00	\$1,520.00
LABOR TECH 2	16	\$95.00	\$1,520.00
GRAND TOTAL			\$3,415.00

## Terms and Conditions

### GENERAL TERMS & CONDITIONS

- **MATERIALS AND EQUIPMENT:** All material and equipment shall be as warranted by the manufacturer and will be installed in a manner consistent with standard practices at this time. It is agreed that the Title to all materials and equipment required (for the purpose of this Cost Proposal) shall remain the property of StateFire DC Specialties LLC until paid in full. It is understood that StateFire DC Specialties LLC shall have the authorization to enter upon owner/general contractor property for the purpose of repossessing material and equipment, whether or not installed, without liability to owner/general contractor for trespassing or any other reason. StateFire DC Specialties LLC reserves the right to use supplemental materials as long as it is equal to or greater than what was proposed in this Cost Proposal. All deliveries are subject to manufactures lead times and submittal approval. Owner/General Contractor is to provide full access to work area with no obstructions.
- **EXCLUSIONS:** This Cost Proposal does not include monitoring, cutting, painting, patching, existing penetrations, rental fees, removal, relocation and abandonment of existing system(s) wiring and equipment, trenching, core drilling, sealing of roof penetrations, local and state permits, blue prints, inspection fees, state and local taxes, and overtime and holiday hours unless it was indicated in this Cost Proposal.
- **CHANGE ORDERS:** Any deviation, alteration or changes from this Cost Proposal will be executed only on receipt of a written Work Order. Said hangs shall in no way affect or make void this Cost Proposal. Costs for changes or modification to this Cost Proposal will be based on StateFire DC Specialties current labor rate per man-hour during StateFire DC Specialties LLC normal working hours. This labor rate includes labor, labor benefits, supervision, overhead, warranty, and other costs. Material shall be charged at contractor's list price. The additional work is to be paid for in one lump sum when the next installment is due. If no installment was agreed upon, payment will be made in one lump sum after the additional work has been completed, within thirty (30) days after the owner/general contractor is charged for it. StateFire DC Specialties LLC must receive written authorization prior to commencement of the work. **NO WORK SHALL COMMENCE UNTIL STATEFIRE DC SPECIALTIES LLC RECEIVES WRITTEN AUTHORIZATION.**
- **EXISTING SYSTEMS:** This Cost Proposal is based on the existing system(s) product(s) (e.g., hardware, software, and firmware) are all accessible and up to date. StateFire DC Specialties LLC assumes no responsibility or liability for correcting any product(s) (e.g., hardware, software, and firmware) if found not accessible or out of date. Owner/General Contractor shall be responsible to pay all cost associated with these and all corrections.
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- **LICENSING:** Utah Contractors Board State Issued Licenses: CL#6686678-5501

**Full Terms and Conditions will be agreed upon by both parties should any work be awarded.**

## Comments

No Comments

[Add Comment](#)

Add Comment

Cancel

## Approve Quote [Close](#)

Please confirm that you approve this quote. StateFire DC Specialties will be notified that you have authorized them to perform this work.

Please make sure your name and email address are correct:

ANGIE

BOOK

ABOOK@GRANDCOUNTYI

Enter your purchase order number, if you have one:

Checking this confirms that

you have read and accepted the Quote Terms and Conditions. [Approve Quote](#)

## Request Changes to Quote [Close](#)

Enter any parts, services, or labor on this quote that you would like the vendor to change.

Enter any changes on  
this quote

[Request Changes](#)





Approve Request Changes

**StateFire DC Specialties**

**From** 2550 South West Temple  
South Salt Lake, UT 84115  
(800) 523-4300

Quote No. **1369759**  
Type Inspection Repair  
Prepared By Brandon Russell  
Created On 10/01/2020

**GRAND COUNTY**

**Quote For** GRAND COUNTY - SPANISH TRAILS ARENA  
3641 SOUTH HWY 191  
MOAB, UT 84532

## Description of Work

CORRECTION OF DEFICIENCIES FOUND DURING THE ANNUAL INSPECTION

- COMPLETE 5 YEAR INTERNAL INSPECTION
- REPLACE (2) GAUGES THAT ARE DUE FOR 5 YEAR REPLACEMENT
- RECHARGE ANTIFREEZE SOLUTION (TESTED AT +15)

***THE QUANTITY OF ANTIFREEZE IS AN "NTE" AMOUNT AND WILL BE ADJUSTED TO THE QUANTITY USED***

LABOR IS FOR ANTIFREEZE RECHARGE

**Services to be completed**

**Estimated Completion**

**Sprinkler System Group - Fire Riser**  
5 year and 2 gauges are due - repair

**Antifreeze Group - Antifreeze Test**  
Repair of Antifreeze Loop tested at 15 and should be recharged

Services to be completed

Estimated Completion

Sprinkler System Group - 5 YEAR INTERNAL INSPECTION ANNUALLY x 5	1 Jun 2025
5 YEAR INTERNAL / OBSTRUCTION INSPECTION	30 Jun 2025

Parts, services, labor, and fees	Quantity	Unit Price	Total
5 YEAR INTERNAL/OBSTRUCTION INSPECTION	1	\$400.00	\$400.00
NS-GAUGE	2	\$28.15	\$56.30
SERVICE/HAZMAT/TRAVEL	1	\$85.00	\$85.00
NS-48% PREMIX GLYCERINE	400	\$25.00	\$10,000.00
LABOR	8	\$95.00	\$760.00
<b>GRAND TOTAL</b>			<b>\$11,301.30</b>

## Terms and Conditions

### GENERAL TERMS & CONDITIONS

- MATERIALS AND EQUIPMENT:** All material and equipment shall be as warranted by the manufacturer and will be installed in a manner consistent with standard practices at this time. It is agreed that the Title to all materials and equipment required (for the purpose of this Cost Proposal) shall remain the property of StateFire DC Specialties LLC until paid in full. It is understood that StateFire DC Specialties LLC shall have the authorization to enter upon owner/general contractor property for the purpose of repossessing material and equipment, whether or not installed, without liability to owner/general contractor for trespassing or any other reason. StateFire DC Specialties LLC reserves the right to use supplemental materials as long as it is equal to or greater than what was proposed in this Cost Proposal. All deliveries are subject to manufactures lead times and submittal approval. Owner/General Contractor is to provide full access to work area with no obstructions.
- EXCLUSIONS:** This Cost Proposal does not include monitoring, cutting, painting, patching, existing penetrations, rental fees, removal, relocation and abandonment of existing system(s) wiring and equipment, trenching, core drilling, sealing of roof penetrations, local and state permits, blue prints, inspection fees, state and local taxes, and overtime and holiday hours unless it was indicated in this Cost Proposal.
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firmware) if found not accessible or out of date. Owner/General Contractor shall be responsible to pay all cost associated with these and all corrections.

- **\*\*NATIONAL AND LOCAL CODES:** \*\*Installation(s) completed by StateFire DC Specialties LLC shall comply with the current edition of all applicable practices, codes, methods and standards of the National Fire Protection Association (NFPA) , and as adopted by the State of Utah. Errors in design by the architect and/or engineer are not the responsibility of StateFire DC Specialties LLC. Any additional wiring, equipment, etc. not indicated on the plans and specifications that are required by others (i.e., Inspectors) shall not be part of this Cost Proposal.
- **\*\*TESTING:** \*\* Unless agreed otherwise, the Acceptance Test provided for in this Cost Proposal will be carried out during StateFire DC Specialties LLC normal working hours. If the Specifications for testing are not specified, the test will be carried out in accordance with common practice in the industry. StateFire DC Specialties LLC will notify the owner/general contractor in a timely manner in order to give them the opportunity to be present during the Acceptance Test. If the owner/general contractor decides not to be present, StateFire DC Specialties LLC will inform the owner/general contractor of the results of the testing, and the owner/general contractor will not be entitled to dispute the accuracy of that result. Cost of special inspections is not included in this Cost Proposal. Should special inspections arise (by no fault of StateFire DC Specialties LLC) from construction activities and be required by the owner/general contractor and/or inspector, as a condition of the permit or granting of occupancy, owner/general contractor shall be responsible to pay all costs associated with these inspections.
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- **\*\*WARRANTY:** \*\* Warranties shall apply exclusively to the system(s), as stated in this Cost Proposal, installation of the material, wire, equipment, and any other items supplied by StateFire DC Specialties LLC. Warranty does not apply to: (a) The warranty of wire and equipment supplied by others; (b) The assembly of wire and equipment supplied by others; (c) Material, wire, equipment and other items supplied by others; and (d) Extensions or additions to the original installation if made by others. Warranty shall commence as soon as the work has been completed in the manner agreed upon and all Acceptance Tests have been passed, the owner/general contractor will be deemed to have accepted the work, and the warranty period will start for a maximum period of one (1) year on all equipment and one (1) year on all labor. After the work has been accepted, the owner/general contractor will have no further liability for defects in the work. Warranty or service will not be performed if any payments according to this Cost Proposal become past due including change orders.
- **\*\*STATEFIRE DC SPECIALTIES LLC SHALL NOT BE LIABLE:** \*\* For failure to perform, if prevented by labor disputes, accidents, acts of God, governmental or municipal regulation or interference, shortages of labor or materials, delays in transportation, non-availability of the same from manufacturer or supplier, or other causes beyond StateFire DC Specialties LLC control. In no event shall StateFire DC Specialties LLC be liable for special or consequential damages whatsoever.
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**Full Terms and Conditions will be agreed upon by both parties should any work be awarded.**

## Comments

No Comments

[Add Comment](#)

Add Comment

Cancel

## Approve Quote [Close](#)

Please confirm that you approve this quote. StateFire DC Specialties will be notified that you have authorized them to perform this work.

Please make sure your name and email address are correct:

Shawn

Fugit

Sfugit@grandcountyutah.net

Enter your purchase order number, if you have one:   
you have read and accepted the Quote Terms and Conditions.

Checking this confirms that

## Request Changes to Quote [Close](#)

Enter any parts, services, or labor on this quote that you would like the vendor to change.

Enter any changes on  
this quote

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From | **StateFire DC Specialties**

2550 South West Temple  
South Salt Lake UT 84115  
1-800-523-4300

**Quote No.** | **1804231**  
Type | Inspection Repair  
Prepared By | Brandon Russell  
Created On | 07/16/2021

**Quote For** | **GRAND COUNTY**  
GRAND COUNTY -  
SPANISH TRAILS ARENA  
3641 SOUTH HWY 191  
MOAB UT 84532  
(435) 259-6226 Ext. 0000

## Description of Work

CORRECTION OF (5) LEAKS FOUND ON SYSTEM

- (2) OF THE SLIPFIT FITTINGS WITH THE HEADS ARE LEAKING
- (1) 4" VIC COUPLING THAT IS LEAKING
- (2) 3" VIC COUPLINGS THAT ARE LEAKING
- REPLACE THE BAD 4" FLOW SWITCH
- REPLACE THE BAD ELECTRIC BELL ON THE EXTERIOR OF THE BUILDING

*LABOR ONSITE IS A "NTE" AND WILL BE ADJUSTED TO ACTUAL USED*

## Services to be completed

[Sprinkler] Sprinkler System Group - Fire Riser  
SERVICE CALL

Parts, labor, and fees	Quantity	Unit Price	Total
LABOR	20	\$95.00	\$1,900.00
TRAVEL	8	\$65.00	\$520.00
NS-4" VIC COUPLING	1	\$29.17	\$29.17
NS-3" VIC COUPLING	2	\$25.14	\$50.28
NS-1 1/4" VIC COUPLING	4	\$16.86	\$67.44
NS-1 1/4" PIPE	8	\$16.64	\$133.12
NS-4" FLOW SWITCH	1	\$201.24	\$201.24
NS-10" 120V ELECTRIC BELL W/ BACK BOX	1	\$97.71	\$97.71
TRIP/FUEL CHARGE-EXTENDED AREA	1	\$90.00	\$90.00
		<b>GRAND TOTAL</b>	<b>\$3,088.96</b>

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**Full Terms and Conditions will be agreed upon by both parties should any work be awarded.**

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

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

Signature: \_\_\_\_\_

# Cooperative Agreement

BETWEEN  
GRAND COUNTY  
AND  
UTAH DEPARTMENT OF NATURAL RESOURCES,  
DIVISION OF WILDLIFE RESOURCES

Pursuant to Utah Code §23-22-1, this COOPERATIVE AGREEMENT is made and entered into upon the date of the last signature to this document, between the State of Utah, Department of Natural Resources, Division of Wildlife Resources (UDWR) and Grand County for completion of the *Colorado River Restoration 5.0 (#5616)* proposed through the Utah Partners for Conservation and Development (UPCD) Watershed Restoration Initiative (WRI).

The Parties agree as follows:

1. UDWR will:
  - a. Provide up to \$20,961.50 to the Grand County Weed Department for the completion of the *Colorado River Restoration 5.0 (#5616)*.
  - b. UDWR will assist with project entering of completion reports as needed.
2. Grand County Weed Department will:
  - a. Conduct several invasive species control treatments in but not limited to Onion Creek, assist partners in Jackson Bottom, Williams Bottom, Matheson Wetland and Dewey area. These treatments would occur throughout the year, at the appropriate times to treat species of concern as outline in the *Colorado River Restoration 5.0 (#5616)*.
  - b. Work with Project Managing entity (RRR) to ensure all work is completed and not duplicated. RRR is managing work across land management agencies in coordination with those agencies by tracking project progress. At times, site prescriptions could be changed if work has been completed in other phases.
  - c. Assist with implementing weed treatments as outlined in the initial proposal as well as in new areas identified during the project implementation, particularly in areas of large acreage where specialized equipment is required.
  - d. Work with BLM, FFSL and private landowners, assisted by RRR, to implement the collaborative herbaceous weed management plan to serve as the basis for work into future year's collaborative efforts.
  - e. Provide documentation of work completed to RRR to include in completion reporting including locations, treatment methods and other notes with maps as work is completed. Use the SURPs newly constructed site assessment tool, when it is ready, to aid that communication.

- f. Project activities will be completed by June 30, 2022. Work with the project managers to submit a completion report in the WRI online database within 3 months of completion of project or by August 31, 2022.

All provisions of Attachment A and Attachment B are incorporated into and become a part of this Cooperative Agreement. If provisions of the Cooperative Agreement conflict, the order of precedence shall be (i) Attachment A; (ii) Cooperative Agreement signature page; and (iii) Attachment B.

SIGNATURES ON FOLLOWING PAGE

Agreed to by:

\_\_\_\_\_  
Grand County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division of Wildlife Resources/Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division of Wildlife Resources/Financial Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
State of Utah/Division of Finance

\_\_\_\_\_  
Date

## ATTACHMENT A – STANDARD TERMS AND CONDITIONS

1. **INVOICING:** The Parties agree to share records with one another detailing expenditures pursuant to the Cooperative Agreement on a quarterly basis, and to reconcile all accounts no later than June 30 annually. The Cooperative Agreement number shall be listed on all invoices, freight tickets, and correspondence.
2. **LAWS AND REGULATIONS:** Each Party shall be responsible for ensuring their individual compliance with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure, certification, and permitting requirements.
3. **CONFLICT OF INTEREST:** PARTNER represents that none of its officers or employees are officers or employees of UDWR or the State of Utah, unless prior written disclosure has been made to UDWR.
4. **RECORDS ADMINISTRATION:** PARTNER shall maintain all records necessary to properly account for PARTNER's performance and the payments it receives from UDWR pursuant to this Cooperative Agreement. These records shall be retained by PARTNER for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. PARTNER agrees to allow, at no additional cost, the State of Utah, federal auditors, and UDWR staff, access to all such records.
5. **TERMINATION:** This Cooperative Agreement may be terminated with cause by UDWR in advance of the specified expiration date by providing prior written notice to PARTNER. PARTNER will be given ten (10) days after written notification to correct and cease the violations, after which this Cooperative Agreement may be terminated for cause immediately. This Cooperative Agreement may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. UDWR and PARTNER may terminate this Cooperative Agreement, in whole or in part, at any time, by mutual agreement in writing. Upon termination of the Cooperative Agreement, PARTNER shall be compensated for eligible services properly performed up to the effective date of the notice of termination. In no circumstance shall UDWR be responsible for any costs for services unsatisfactorily performed, outside of the scope of the project proposal, performed after the effective date of the notice of termination, or for costs exceeding the reimbursable total identified herein.
6. **GOVERNING LAW AND VENUE:** This Cooperative Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Cooperative Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
7. **DEBARMENT:** PARTNER certifies that it is not presently nor has ever been debarred,

suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. PARTNER must notify the UDWR within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the Cooperative Agreement term.

- 8. LIABILITY:** Each Party shall be responsible for any claims, losses, suits, actions, damages, and costs of every name and description arising out of their own performance under this Cooperative Agreement. If one or more parties are found negligent, they each shall bear their proportionate share of any allocated fault or responsibility. Nothing herein shall be construed as waiving any immunity, the monetary damage limitations, or any other provision set forth in the Utah Governmental Immunity Act, Utah Code §§ 63G-7-101 through 63G-7-904.

**ATTACHMENT B – PROJECT PROPOSAL**



## Colorado River Restoration 5.0

Project ID: 5616

Status: Proposed

Fiscal Year: 2022

Submitted By: N/A

Project Manager: Matthew McEtrick

PM Agency: Rim to Rim Restoration

PM Office: Moab Office

Lead: Rim to Rim Restoration

WRI Region: Southeastern

### **Description:**

A multi-agency project along the Colorado River that increases ecological resilience by facilitating native plant community regeneration by mapping and removing exotic plant species and planting native species in recovery areas, while also opening and maintaining side channels to facilitate growth of threatened and endangered Colorado River fishes.

**Location:**

Along the Colorado River from Westwater Ranger Station excluding the canyon to potash and some side drainage including Kane Creek, Castle Creek, Professor Creek and Onion Creek.

**Project Need****Need For Project:**

This project continues the collaborative planning and implementation processes adopted in FY18 by building off of previously WRI-funded projects, linking to projects funded through other grants and agency budgets, and continues the work of the Southeast Utah Riparian Partnership (SURP). SURP has made native habitat improvement efforts more efficient by combining efforts and reducing costs. This enhanced collaboration between many partners, linking older and newer projects over a large region, facilitates connectivity between projects and collaboration across administrative boundaries. This project exemplifies what can happen when multiple state, federal, county, private and nonprofit organizations come together under common goals. The project unites community members, local organizations, and public land management agencies under the shared goal of river conservation, and has demonstrated effective collaboration between recreation, aquatic habitats, and fire/fuels programs to achieve ecological goals, providing opportunities to link this conservation work to the larger community of Moab and its visitors. The project works towards the following regional goals: (1) Protect

and enhance important nursery habitat for juvenile native threatened, endangered, and sensitive fish by reconnecting and revitalizing side channels, backwaters, and confluence habitats while restoring channel complexity, and reinforcing and maintaining locations for naturally occurring fish larvae to grow to sizes that can survive in the main channel. (2) Improve native plant community regeneration in areas where tamarisk is in decline along over 200 miles of the river and its side canyons by controlling Russian olive, elm, tree of heaven, and black locust (3) Promote native plant community regeneration in project areas where passive regeneration has not yet occurred, and in high use areas where active recreation inhibits restoration, through active plant establishment methods benefiting ESA listed birds including Yellow Billed Cuckoo and SW Willow Flycatcher. (4) Contain and control existing noxious herbaceous plants (Russian Knapweed, Canada thistle, perennial pepperweed, and hoary cress) to reduce spread from regularly flooded areas through improved coordination of work across administrative boundaries. (5) Improve mapping, monitoring and control of new invaders, including Purple Loosestrife and Ravenna grass, to prevent them from establishing along these river and canyon reaches. (6) Sustain progress in previously-treated areas through active monitoring and needed follow-up treatments. An attached General Scope of Work (SOW) includes overall project work guidelines and requirements, and lists project locations and work anticipated in FY 2021. Detailed site SOWs are found in the attachments to this proposal.

## **Objectives:**

The overarching goal of this project is to increase biological diversity and watershed health along the Colorado River and its tributaries through strategic vegetation improvements augmenting ecological resilience as tamarisk continues to decline. Employing novel ways to

improve habitat and the viability of naturally occurring fish populations will likely improve water quality and quantity as well. OBJECTIVE 1 is to protect and expand riparian plant communities throughout the river corridor as tamarisk trees decline, by removing fast growing exotic species such as Russian olive, elm, locust, tree of heaven and ravenna grass. a. Russian olive and other fast growing exotic trees continue to spread into areas where tamarisk are in decline. Finding and killing these individual trees will ensure that they do not simply replace tamarisk. b. Ravenna grass is a non-native invasive perennial grass that is becoming increasingly prevalent along the Colorado River and its tributaries. As a grass species it often forms dense stands before being noticed, so mapping of current locations and known hot spots (Mary Jane Canyon, Onion Creek, Kane Creek, Mayberry, Castle Creek and others) will help area land managers keep an eye on this relatively new invader. c. Russian knapweed is present throughout the region and Grand County is actively working on its management. Knapweed found above average flood levels at any tamarisk or olive removal site will be mapped and treated. In 2018 active knapweed treatments at locations where flooding does not regularly occur was curtailed by drought conditions, so these areas have been targeted in 2019 and 2020. As knapweed control requires several years of follow-up, during the FY 2021 all retreatment polygons will include knapweed treatment if it is present. Active revegetation efforts will avoid areas of dense knapweed, except for seeding. d. Native plant community establishment will allow river systems to connect to floodplains, allowing for an expanded, more resilient riparian area, providing habitat for fishes, birds and other wildlife as well as minimizing downstream impacts. OBJECTIVE 2 is to mitigate the continuing loss of threatened or endangered fish species habitat through restoring confluence/side channel habitat and enhancing the function of the largest backwater/pond habitat in this reach of the River. a. Removing tamarisk in historic Colorado River side channels that were once excellent

habitat for native fish species should improve chances of high-water scouring, the lack of which puts these side channels at risk of becoming permanently vegetated. Once lost, side channels do not seem to reestablish. Clearing the channel openings, and expanding the channel length allows future spring floods to expand on this clearing. Leaving the channels choked with tamarisk (particularly at the inlets and outlets) results in rapid channel filling during medium level spring floods, as is evidenced by the filling of the side channel 1 mile below Dewey Bridge. In these areas 100% of tamarisk biomass will be removed starting at the inlets and outlets. These areas are at risk of becoming so heavily vegetated that they cross an ecological threshold where they are unable to support native fish populations. OBJECTIVE 3 is to facilitate habitat regeneration by increasing native plant diversity in areas where plants are not passively recovering and using natural disturbance, like fire, to help maintain habitat for wildlife. a. Some high use areas as well as areas that have been slow to regenerate warrant active native revegetation to stabilize soils and maintain access, including the use of biochar and possibly biocrust. Seeding, pole planting, long stem planting and nursery-grown plants may be used at each active regeneration site depending on proximity to water, human use patterns, and other site factors. It is expected that 50 acres will be either planted or seeded. More detail about active revegetation is included in the attached SOW. b. A planned prescribed fire within the Matheson Wetland is critical to maintaining the open waters in the wetlands. Prescribed burning is used as a management tool for bulrush and other vegetation to create and maintain open waters for passerine birds, waterfowl and many other kinds of wildlife. It will also recycle nutrients back to the soil and help maintain a healthy wetland. Burning has occurred in the same areas in the past and it has been determined that to maintain open water, prescribed burning will need to occur every 5-7 years. This year a minimum of 200 acres are proposed to be burned to improve wetland habitat. OBJECTIVE 4

addresses the most visible aspect of this project, removing declining tamarisk in a patchwork fashion, starting with areas of healthy native plant communities to protect these areas from fire and provide room for native plant expansion. a. Except in Colorado River side channels, only 30% of the invasive species biomass will be removed at each site to keep cleared areas small enough that native plant regeneration can outpace invasive plant establishment. In areas of high tamarisk concentration, tamarisk removal will begin around native plants on site. b. 100% of the tamarisk biomass removal will also occur in sites where the overall invasive plant composition is 30% or less, which is often found when retreating some legacy sites. One of the main goals of biomass removal is to increase watershed health by improving biodiversity along these critical perennial water sources. Progress will be assessed based on long-term ecological objectives for each project location including: (1) reducing live tamarisk to less than 15 % of the relative vegetation cover in the long term; (2) reducing other herbaceous invasive, non-native plants to less than 5 % of the relative vegetation cover in project areas, and preventing other woody invasive plants from forming well established thickets from which they will spread; (3) maintaining total vegetation cover equal to or greater than 30 % even during removal processes; and (4) documenting recruitment of native plants towards species-specific thresholds diversity goals in the riparian corridor.

## **Threats / Risks:**

Beetle monitoring conducted by Grand County has shown increasing tamarisk mortality over the decade and a half since tamarisk leaf beetle introduction. Without collaborative active management, areas of the riparian community and adjacent uplands areas along the river may transition to a new set of invasive woody and herbaceous weeds rather than to resilient and robust native plant communities. Timely coordinated action to revegetate these important

riparian and adjacent upland communities will result in a more resilient river corridor that supports wildlife and livestock while significantly reducing the risk of catastrophic wildfire. 1) Side channels and backwater fish habitat are currently at risk of transforming into upland ecosystems due to increased vegetation in the channels, which results in aggradation rather than scouring during high water. Once heavily vegetated it is increasingly unlikely that high water years will clean these side channels. Actively opening these side channels and keeping them open so that mid-level flood flows can help maintain scouring will help reduce the risk of losing this habitat along the river. 2) Native fish larvae lack refugia to develop to sizes that can survive the higher flows and exotic predation in the main channel. Side channel and backwater improvements including the fish maintenance of the central pond in the Matheson wetlands will provide locations for these larvae to mature, ideally improving fish populations. If little is done to improve backwater habitats for T&E fish species, populations could decline. 3) Significant increases in recreation user numbers have impacted native plant communities in some areas, and have led to increased spread of noxious weeds. Coordinating control of knapweed and other herbaceous weeds in these areas will reduce the likelihood for seed transport into the wider desert where containment and control will be more difficult and expensive. In addition, campgrounds and other high use areas are adjacent to high density historic tamarisk stands that have high fuel loads. Human caused fires have occurred along the river corridor in the recent past and will likely continue to occur without removal of tamarisk and other woody invasives around these high use areas. 4) Altered river flows coupled with the deep root systems and dense lower growth of tamarisk and Russian olive have altered sediment transport and, in some areas, greatly simplified riverine habitat along the Colorado River. Invasive, non-native plants such as Russian knapweed and kochia tend to colonize these areas quickly, preventing native grasses, forbs, and shrubs from establishing. Without

treatment, some scour areas may fill in. In other locations where the bank is narrow and close to roads, rapidly establishing willows and grasses as tamarisk declines will protect infrastructure at lower cost and improve wildlife access, especially for amphibians and aquatic mammals. 5) Declining and dying tamarisk creates ideal conditions for recruitment of invasive plants such as Russian olive or herbaceous exotic species. The phased approach of the work in this project (as outlined in methods and the attached SOW), allows for faster establishment of a more diverse and sustainable plant community than via natural regeneration alone, and will help ensure that other invasive species and noxious weeds do not dominate the system. Careful and incremental tamarisk removal can prevent these areas from transitioning to thickets of kochia, Russian knapweed and other herbaceous noxious weeds, or to dense stands of Russian olive, elm and tree of heaven. 6) Ravenna grass has been spreading very quickly along riparian areas in southeastern Utah. If we do not keep its population in check now it may become very difficult to impossible to manage in a few years when its population is likely to be significantly larger. The NPS is also concerned about reed canary grass and exotic Phragmites expanding in this area. 7) Fremont cottonwood is in decline along the Colorado, and as a foundation species in the southwest, supports a large community of understory plants, insects, microbes, birds, and mammals. Under current lower flow conditions, cottonwood struggles to recruit at sustainable levels. This work helps to clear russian olive and tamarisk, decreasing channelization and increasing sediment mobility, allowing floods to more effectively redistribute sediment and supporting cottonwood recruitment by decreasing competition and increasing available habitat. 7) Past restoration investments to effectively restore native plant communities to a healthier, increasingly self-sustaining level need follow-up to reach completion. In the areas proposed within this project, invasive plant densities are not yet reduced to a level of low-intensity maintenance. Failure to build on past work in these

areas in a timely manner will detract from previous restoration efforts and increase costs down the road for improving habitat and reducing fuel loads. Vegetation response monitoring in previously treated areas suggests that sites with follow-up work have increased resiliency in native plant communities.

## **Relation To Management Plan:**

The work in this proposal relates to a number of regional management plans including several BLM planning documents, NPS plans, and State of Utah wildlife plans and vegetation management policies. In addition, it directly relates to the Cooperative Weed Management Area (CWMA) that links to efforts in Western Colorado. This project is also broadly supported by the Southeast Utah Riparian Partnership's plan, and many of its members are listed as partner organizations. The following section outlines how this work meets various management plan goals in each document. (1) The Moab Field Office (MFO) Programmatic Invasive Species Management Plan (PISMP) is an integrated pest management approach to eradicate, contain, control and prevent targeted weeds within the MFO. The desired goal is to contain or control the spread of invasive species and eradicate species that pose the greatest threat to the biological diversity, and prevent any new weeds from becoming established by utilizing a wide range of treatment options (i.e. mechanical, manual, herbicide, etc.). Proactive vegetation management outlined in this proposal will promote ecosystem health through restoration of diverse native communities, maintaining and improving native forbs and grass species, increasing the regeneration of native cottonwoods and willows in riparian corridors, and ultimately preventing the loss of wildlife habitat, species diversity, and reducing wildfire risk. Mapping and monitoring new exotic species will help reduce additions to the problem. (2) Moab BLM Resource Management Plan (RMP) prioritizes management of riparian vegetation

and emphasizes the control of noxious weeds, prevention of the spread of invasive species, and restoration of vegetated areas. Reduction of tamarisk and restoration of native riparian vegetation addresses management objectives for improving the quality and health of riparian habitats while improving the quality of resources used in recreation and reducing fuels in a manner that decreases the likelihood and severity of wildfires. Specific management decisions in the RMP that are directly related to the primary objectives of the proposed project include RIP-9, which calls for restoring riparian vegetation "through biological, chemical, mechanical, and manual methods (e.g., tamarisk control, willow plantings)," and RIP-16, which calls for implementation of strategies to "restore degraded riparian communities" and "protect natural flow regimes." (3) The BLM Utah Riparian Policy states that "riparian areas are to be improved at every opportunity." Under this proposal riparian areas will be improved in terms of native plant distribution, native fish habitat, as well as improved grazing areas for domestic livestock. (4) The NPS Southeast Utah Group conducted an Exotic Plant Management Plan Environmental Assessment (EA) in 2009. In particular, pages 3-5 in chapter 1 outline specific herbicides and management goals which are supported through this WRI proposal. "1. Restore native plant communities to reduce the need for ongoing exotic plant management. 2. Prevent unacceptable levels of exotic plant damage, using environmentally sound, cost effective management strategies that pose the least possible risk to people, park resources, and the environment." The river corridor was identified as an area of concern in this EA, with targeted tamarisk as one of the goals. This WRI proposal supports the NPS overarching exotic plant management and river specific goals (5) The Utah Mule Deer Statewide Management Plan calls for an emphasis on improving riparian habitat and use of seed mixes that include sufficient forbs and browse species. One of the strategies for actively revegetating some of the tamarisk treatment areas includes reseeding with native locally sourced seed mix.

In addition, the greater access to the river provided by the reduction of dense tamarisk stands will improve riparian habitat and browse for mule deer. (6) Pursuant to the Utah Noxious Weed Act, Section 7, to every person who owns or controls lands in Grand County, Utah, that noxious weeds standing, being, or growing on such land shall be controlled and the spread of same prevented by effective cutting, tillage, cropping, pasturing, or treating with chemicals or other methods, or combination methods, or combination thereof, approved by the County Weed Supervisor, as often as may be required to prevent the weed from blooming and maturing seeds, or spreading by root, root stalks or other means. Listed species include, tamarisk, Russian knapweed, and Russian olive. Almost all of the individual projects listed under this proposal targets tamarisk, Russian knapweed, or Russian olive for treatment and/or removal. (7) Middle Colorado River Watershed Cooperative Weed Management Area Cooperative Agreement (CWMA)- includes partnering organizations working along the Colorado River work towards the CWMA's goal "to promote an integrated weed management program throughout the MCRW-CWMA that includes public relations, education and training in the non-native invasive weed arena as well as inventory, monitoring, controlling and preventing the spread of non-native invasive weeds, sharing of resources, and designing other desirable resource protection measures relative to weed management." (8) BLM Healthy Lands Initiative: The project area has been identified as a focal area of this vegetation-resources enhancement initiative to restore and improve the health and productivity of western public lands. The Healthy Lands strategy increases the effectiveness and efficiency of vegetation enhancement treatments by focusing on treatments on a significant percentage of lands -- both Federal and non-Federal -- within six geographic locations, rather than focusing on the local project level. The strategy increases opportunities to leverage cooperative solutions across ownerships and jurisdictions. (9) U.S. Fish & Wildlife Service Utah Partners

for Fish and Wildlife Program Strategic Plan: This project falls within a priority area, priority habitat (riparian), and addresses threats to priority species (SWFL and YBCU). (10)

Conservation Planning for the Colorado River in Utah: With the help of local and regional natural resource professionals coordinated through the SE Utah Riparian Partnership, The Nature Conservancy, National Park Service, Bureau of Land Management and Utah Forestry Fire and State Lands developed a broad-scale, spatially-explicit assessment of 146 miles (~20,000 acres) of the Colorado River mainstem in Grand and San Juan Counties, Utah that will function as the basis for a systematic, practical approach to conservation planning and riparian restoration prioritization. For the assessment we have: 1) acquired, modified or created spatial datasets of Colorado River bottomland conditions; 2) synthesized those datasets into habitat suitability models and estimates of natural recovery potential, fire risk and relative cost; 3) investigated and described dominant ecosystem trends and human uses; and 4) suggested site selection and prioritization approaches. Partner organizations and others collaborating with the SE Utah Riparian Partnership are using the assessment and datasets to identify and prioritize restoration actions to increase ecosystem resilience and improve habitat for bottomland species. Primary datasets include maps of bottomland cover types, bottomland extent, maps of areas inundated during high and low flow events, as well as locations of campgrounds, roads, fires, invasive vegetation treatment areas and other features. (4)

Utah Wild Turkey Management Plan: Objective 1. Maintain and Improve Wild Turkey Populations to Habitat or Social Carrying Capacity. Objective 2. Stabilize populations that are declining outside of natural population fluctuations; especially through catastrophic events (i.e. following fires, severe winters, etc.). Objective 3. Conduct habitat projects to address limiting factors. Objective 4. Increase wild turkey habitat, quality and quantity, by 40,000 acres statewide by 2020. Objective 5. Conduct habitat improvement projects in limiting habitat(s). By removing

dense tamarisk stands and increasing plant diversity along the river we are increasing possible turkey habitat and improving forage areas as well. (5) Scott M. Matheson Wetlands Preserve Habitat Management Plan 1994 outlines ecologic goals including: Preserve wetland and associated habitat patterns including spring and fall migratory stopover -nesting, young rearing, and year-round habitat for local resident wildlife; and, Enhance or create habitat for rare and/or desirable species, where possible, without damaging important existing habitat or wetland functions. By slowly returning areas to native vegetation this project will create more bird habitat. By removing tamarisk in a patchwork pattern, it will prevent the removal of all bird habitat and will allow for native shrubs and trees to grow for birds to use. The prescribed burn in the wetlands will keep the pond area open for birds and other wildlife. (6) Colorado River Comprehensive Management Plan (CRCMP): Two areas of focus defined by the CRCMP are native vegetation enhancement and bank and channel restoration. The CRCMP has defined the following management goals which this project proposal supports: "Support restoration efforts that integrate riverine processes." -- Hydrology Goal 2 "Improve connectivity between the river channel and adjacent wetlands where possible" -- Geomorphology Goal 2 "Identify, target, and treat tamarisk in the planning area" -- Geomorphology Goal 1 "Integrate recreation and restoration opportunities in and along the river as appropriate." -- Recreation Goal 5 (14) Castle Valley Community Wildfire Protection Plan (CVCWPP) Outlined under the Risk Reduction are a number of goals that relate to olive removal work in Castle Creek. - Goal one is to implement defensible space on private land. - Goal two is to cooperate with private landowners to maintain and expand shaded fuel breaks and "brush outs" along existing roadways, fence lines, and natural and existing fuel breaks. - Goal five is to encourage through education firewise landscaping, vegetation and grasses into green spaces and private property where possible. - Goal seven is to seek funding resources for implementation of

goals. Removal of Russian olive near houses in Castle Creek helps achieve all of these goals.

(15) Grand County's 2020 Community Wildfire Protection Plan: The Colorado River Corridor is identified as a part of the priority 2 area for mitigating wildfire risks. Within priority area 2 it notes that "The County's experience with fire management along the river corridors has been challenging. The recreation activities along the rivers pose a unique problem because fire agencies don't know where people are located at any given time. Winds in the corridor can also make fire management very difficult.". Within the CWPP a number of goals are addressed by this WRI proposal: A-5: Evaluate fuel loading around communities and identify priority areas for fuel reduction treatments. Specifically fuels management projects near water sources. A-6: Conduct fuel reduction treatments in previously identified priority areas. A-10: Control Noxious weeds that contribute to fire hazard. A-12: Reduce undesirable fuels adjacent to riparian areas to reduce fire impacts... B-6: Coordinate with agencies to plan upcoming fuel reduction treatments and offer county support to implement treatments. B-13: Manage recreation to prevent wildfire ignitions and to reduce fuel loading. B-14: Support wildlife habitat improvement projects that also reduce wildfire risk.

(16) Moab Valley 2020 Community Wildfire Protection Plan: The Colorado River Corridor from the Matheson to Poison Spider is identified as priority area 3 for wildfire mitigation work, noting that Recreation activities along the corridor increase the likelihood of fire events. In addition UWRAP data identifies this section as potentially moderate to high wildfire severity. The Matheson Preserve is identified as priority area 4 for wildfire mitigation work. The CWPP notes that "Fire fuels are of extreme concern due to both the density of fuels and the proximity of structures to those fuel loads.". Within the CWPP a number of goals are addressed by this WRI proposal: A-5: Evaluate fuel loading around communities and identify priority areas for fuel reduction treatments. Specifically fuels management projects near water sources. A-6: Conduct fuel reduction

treatments in previously identified priority areas. A-10: Control Noxious weeds that contribute to fire hazard. A-12: Reduce undesirable fuels adjacent to riparian areas to reduce fire impacts... B-3: Prevent noxious/invasive weed proliferation through management, control, and reduction. B-6: Coordinate with agencies to plan upcoming fuel reduction treatments and offer county support to implement treatments. B-13: Manage recreation to prevent wildfire ignitions and to reduce fuel loading. B-14: Support wildlife habitat improvement projects that also reduce wildfire risk.

## **Fire / Fuels:**

Studies have shown that stands of tamarisk as well as associated Russian olive can serve as ladder fuels, carrying fire into the crowns of native cottonwoods, black willow, oak and hackberry. According to the Utah DNR Wildfire Risk Portal (UWRAP) the area is at risk of low to high intensity fire. The project area has had increasing wildfires over the past ten years since the release of the tamarisk beetle in 2004. Studies have shown that contiguous stands of tamarisk in riparian zones lead to fire return intervals that are too frequent for the successful establishment of native cottonwoods and willows -- a key component of our restoration efforts on the Colorado and its tributaries. Dead and declining tamarisk poses a fire hazard to numerous recreation sites, campgrounds, roadways, structures, energy infrastructure, fire personnel, recreating citizens and endangered species habitat. The current fire regime condition class in tamarisk galleries is high (3), and would be reduced to moderate (2) immediately after treatment. Additionally, the removal of dead tamarisk trees creates breaks where firefighters can safely begin suppressing wildfires. Recent occurrences of wildfires in this river stretch have been high intensity with negative consequences including mortality of all native vegetation and up to 100% invasive weed infestation. Work outlined in this proposal will

decrease the risk of high severity wildfire in the river corridor and up important side drainages by reducing the density of beetle impacted dead and declining tamarisk trees. a. Treatments outlined in this proposal focus on clearing these ladder fuels from around cottonwoods and other native plants to protect them in the event of destructive fires and protect critical seed sources for cottonwoods and other native plants critical for passive regeneration. b. Treatments in following years will expand these openings as the cleared areas stabilize with lower growing grasses and forbs. c. Treatment areas near campgrounds and high use recreation areas will improve fire safety, and buffer the entire river corridor from the fire risk present in high use recreation areas. Work accomplished in Castle Creek will directly reduce fire intensity, threat, and risk in the town of Castle Valley. This work will build off of previous Castle Creek work (WRI #: 1414, 1970, 2310, 2569, 3592 and 5286) to reduce threat of fire to structures and lives. According to Castle Valley's CWPP there have been 41 fires in Castle Valley in the last ten years of various causes. The Creek is the greatest fire threat to infrastructure and lives in the town. A fire in Castle Creek would be high intensity and difficult to put out due to the density of fuels. This project is one more step towards fire resiliency and safety for Castle Valley. Ravenna grass, (a non-native invasive species) is spreading along riparian areas in this part of the state, and poses a risk to become a combined fine and ladder fuel in riparian areas. Ravenna grass can reach heights of 12 feet and older stands of Ravenna grass may be able to carry fire that would not otherwise burn in these areas. Removing this fuel loading will promote the establishment of under-story native vegetation and will reduce soil erosion, which is critical to maintaining riparian ecosystem resilience.

## **Water Quality/Quantity:**

Tamarisk tend to channelize streams, reducing the width of active floodplains and reducing ecologically valuable riparian habitat via downcutting. Reducing these thickets in areas outlined for this project has the potential to inhibit downcutting, improve the size and roughness of riparian and floodplain habitats, which may improve groundwater recharge. Removing tamarisk and Russian olive from the banks of streams and riverbeds will help establish natural hydro-morphological processes and more effectively distribute water resources throughout the project watershed area. After invasive species are removed, targeted seeding and revegetation as well as passive restoration of native plants may stabilize natural drainage conditions. Decreased erosion rates would be a direct improvement to water quality conditions. Removing tamarisk and Russian olive from the watershed in selected areas can promote channel complexity. The first phase of this project created access to historically high flow channels and potential backwater areas. Opening access to these areas will allow for these projects to continue to clear vegetation from these channels, increasing the potential for fisheries restoration in some areas. This can in turn improve water quality in the river over the long term.

### **Compliance:**

NEPA has been completed by the BLM Moab Field Office's Programmatic Invasive Species Management Plan (PISMP). The project area has a current federal Pesticide Use Plan (PUP). The State of Utah does not have a formal NEPA process to follow for restoration work but will defer to the federal partners involved to ensure compliance with any applicable federal restrictions or reporting requirements. The Division of Forestry, Fire and State Lands can assist in any compliance documentation necessary to complete work on this project and looks forward to closely working with federal partners to complete all necessary permitting.

Archaeology clearance is usually not required for work within riparian lands adjacent to the river on State sovereign lands. However, if any cultural resources are suspected or discovered throughout work on this project all work will cease until expert archaeologists can assess and determine appropriate action. The burn plan for the Matheson Rx will be updated by the end of FY20 (June 30, 2020). The Tamarisk Programmatic (BLM) plan is current. TNC's burn boss will coordinate with FFSL to make sure all burning activities are compliant with State of Utah regulations and smoke management. Wetland delineation, army corps consultation and all other needed permits have been obtained for dredging activities. Work on NPS Lands is supported by the 2009 Southeast Utah Group Exotic Management Plan Environmental Assessment.

## **Methods:**

The attached General SOW and table of projects, along with the mapped areas, gives more detail about exact locations of work. Detailed Site SOWs are also attached to this proposal. Ravenna grass, phragmites and other herbaceous weed monitoring and control extends throughout the riparian corridor from Cisco to Potash and up several side canyons including Onion Creek, Professor Creek, Castle Creek, Mill Creek, and Kane Creek. This work will include phragmites genetic testing to verify which stands are native, and mapping of all Ravenna grass and other new invaders before removal work is done as well as continued work to kill all Russian olive that become visible as they grow in the declining tamarisk and some willow stands. Project locations detailed in the SOW are listed below starting upstream and going downstream: BLM \* May Flats \* Westwater Ranger Station \* Mile Marker 32 128 \* Dewey Bridge \* Lower Onion Ramp and Camp \* Above New Rapid \* Castle Creek (Zuckerman) \* Big Sandy Beach \* Mouth of Salt Wash (river right) \* BLM Takeout \* Goose

Island \* Lower Goose Island area \* Mouth of Mill Creek to Kings Bottom river left \* Kane Creek \* Near mouth of Kane Creek \* King's Bottom \* Follow-up from mouth to Amasa Back parking area \* Jaycee and Wall Street to Williams Bottom \* Williams Bottom \* Jackson Bottom \* Dispersed woody species along river \* Herbaceous weeds at key locations along river \* Managing site assessment data NPS \* Phragmites genetic testing \* Herbaceous weeds at key locations along river within NPS boundaries FFSL \* Sorrell side channel \* Onion Creek ramp area \* Onion Creek river right camps \* Castle Creek \* Professor Creek (CFI Camp) \* Red Cliffs area of Castle Creek (WUI) \* Above New \* BLM below Zuckerman (WUI) \* Retreatments and new removal from Castle Valley Drive to the Town boundary (WUI) \* Professor Creek \* Mouth of Salt Wash (river right, river access only) \* Bills Site (191 Bridge) \* Just downstream of 191 bridge \* Planting at key sites along river \* Dispersed woody species along river \* Herbaceous weeds at key locations along river DWR \* Matheson Wetlands \* Bulrush Burn TNC \* Matheson Wetlands \* Bulrush Burn GCWD \* Noxious weed treatments on private land \* Phragmites genetic testing and mapping \* Assistance with conservation corps training TBD Contractor Projects \* Noxious weeds spraying at sites along river \* Scout for, map and control Ravenna in various side canyons and control resprouts UMTRA \* Lower Part of UMTRA site RRR \* Mayberry \* Training for conservation corps \* Coordinating site assessment data \* Facilitating herbaceous weeds management plan \* Coordinating revegetation work at multiple sites In general, the following methods will be used: Russian olive, elm, locust, tree of heaven and mulberry tree treatment: These are to be removed (when in groupings over 3 trees) or treated and left standing (when trees are individual, using herbicide in a frill or girdle cut treatment). Aquatic approved Triclopyr or Glyphosate are the herbicides of choice based on BLM documentation and Pesticide Use Proposal (PUP) for most of this work, except when species treatment suggests otherwise. Ravenna grass treatment: Ravenna grass will be dug

out when found and its seed heads bagged. GPS locations will be recorded for future follow-up work. In some situations where digging may be too disruptive or time consuming, Ravenna will be treated with glyphosate. Tamarisk treatment: Crews will focus on the removal of tamarisk in high use areas, and around areas of native trees such as oak, cottonwood, netleaf hackberries and willow. These areas are being targeted to reduce fire risk, and promote the expansion of native vegetation and wildlife habitat. The removal of tamarisk from underneath cottonwood will promote the expansion of cottonwood, and reduce the fire risk. Areas of high recreational use are at risk of human caused fire, which will damage native vegetation habitat areas; therefore, these areas will also be targeted. Due to access concerns, and a focus on leaving existing native vegetation undisturbed, tamarisk removal will be done with chainsaws and stumps treated with herbicide. Biomass will be chipped in high use areas, and burn piles constructed in lower use locations. Biochar burning may be implemented in areas with dense native plant canopies that preclude pile burning, and the resulting biochar will be used to enhance soil structure and water retention. A phased approach is planned for denser stands of tamarisk, removing no more than 30% of the non-native trees during this phase, leaving at least 60% of the existing vegetation and associated multi-storied canopy intact regardless of species composition. In areas of high tamarisk concentration, tamarisk removal will begin around native plants found on site, and move out from these native plants in irregular patterns until 30% removal is completed. This phased approach allows for better shading and cooler surface temperatures to promote passive restoration of native vegetation as well as habitat benefits for bird species. In areas where backwaters form, as well as where there are historic side channels, 100% of tamarisk biomass will be removed. This will open side channels to possible future scouring during high flow events, thus increasing native fish habitat. Removal of 100% of the tamarisk biomass will occur in sites where the overall invasive plant

composition is 30% or less. This occurs in some retreatment sites. See site-specific notes below for clarification. Tamarisk will be cut with chainsaws and stumps will be treated with Triclopyr. Many project areas are adjacent to busy roadsides with heavy tourist traffic. Previous Tamarisk treatment areas have had the unintended effect of attracting visitors to river beaches that were previously impossible to access from the road. This created additional riparian degradation and challenges for restoring native plant communities. Future treatment areas will be carefully planned to minimize these impacts. Revegetation: In appropriate areas, cottonwood, willow, hackberry, oak and birch and critical shrub species will be planted using longstem planting techniques to establish riparian overstory species. Natural recruitment of cottonwood and other tree species along the large, dam-affected river systems throughout the desert southwest is extremely limited due to changes in flood patterns and associated encroachment of non-native tamarisk and Russian olive. Whenever possible, primarily local genetic stock will be used in transplanting projects. In areas where the river bank is steep and narrow or near a road or other infrastructure willow poles and wattles (both vertical and horizontal) will be used to establish willows to increase bank stability. Willow material will be harvested from nearby locations. Attached with this document is seed mix to be used for revegetation in areas where native plant regeneration is not occurring without assistance. Some containerized shrubs may also be planted in these areas to help create islands of vegetation and shade to assist with natural recruitment. Prescribed Fire For the prescribed fire within the Matheson Wetland to maintain open water, the burn plan will be up to date before burning operations begin. Implementation will involve partners from FFSL, DWR, Moab Valley fire and other certified fire personnel. FFSL (Lone Peak or Twin Peak) crews will use equipment to prepare the burn lines. We will use local volunteer fire departments when available to help with the prescribed burn.

## **Monitoring:**

Monitoring is an integral part of this project to evaluate the success of the treatments and to ascertain if there are additional treatment needs. Local researchers may conduct bird surveys in coordination with UDWR staff. Other monitoring efforts include assessing which treatments were most successful in order to improve treatment techniques over time. Rim to Rim Restoration has been collecting vegetation response data at tamarisk and olive removal sites along the main-stem Colorado River periodically since 2007 and completed new data collection at all river sites in 2020. In 2019, a summary report of the 10 years of data collection was completed for review by project partners and others interested, and this report will be updated with 2020 data. Data collected every 3 to 5 years provides a good indication of site conditions once the initial disturbance area has stabilized, and can be continued at particular sites if land managers so desire. In FY 2022 Rim to Rim will transition to site assessment monitoring work and also implement new native planting mortality monitoring at restoration sites to improve revegetation efforts. The SE Utah Riparian Partnership has developed a site re-assessment protocol that can be used prior to treatment and in the year following treatment to document changes in vegetation present on the site. In 2019, data was collected at legacy sites along the River, and data will be collected at new treatment locations in 2020. In 2020 the BLM has developed this paper assessment into an app based tool through Survey123. BLM Aquatics and Terrestrial crews will conduct monitoring according to recently implemented Assessment, Inventory, and Monitoring (AIM) protocols. This will include randomly located vegetation transects with the purpose of measuring both overstory and understory vegetation change. Measurements will include line-point intercept cover, tree density, species richness, and seeded species frequency using BLM's AIM protocols. Repeat photography will be conducted from year to year for visual comparison. A sample monitoring report from Rim to

Rim Restoration is available upon request, as the file is too large to upload to the WRI database at this time. DWR native fish crews will operate and monitor conditions within the backwater refuge. As river levels rise and light traps indicate larval fish presence gates will be opened allowing Colorado River water to enter the backwater refuge. Water will be held in the dredged pond until oxygen or water levels decline, then it will be released back into the Colorado River. Any native fish released back into the Colorado River will be pit tagged for mark recapture sampling information.

## **Partners:**

Most partners on this project work together through the Southeast Utah Riparian Partnership (SURP), a group of land management agencies, local governmental units, and other organizations interested in riparian health in Southeast Utah. This group has been collaborating on projects for over 10 years; and writing joint proposals for work on the Colorado River and its tributaries since 2017. Bureau of Land Management (BLM) The BLM Canyon Country District is fully involved with this project and restoration effort. The following BLM programs have supported and contributed to this project; Aquatic Habitats (Fisheries, Riparian, Hydrology), Fire & Fuels, NEPA, GIS, Archaeology, Wildlife, Botany, Weeds, Range, and Recreation. Additionally, Fire & Fuels crews will help implement tamarisk removal and restoration work. The Weeds program will contribute time and herbicide for noxious weed control. Utah Division of Forestry, Fire and State Lands; Sovereign Lands (FFSL SL) The Division will assist through in-kind seasonal and permanent staff labor working with crews on the ground, as well as project planning and monitoring support, and matching contributions to contractual services. In FY 2022 FFSL may have several Americorps Individual Placement (IP) members working on Colorado River projects. FFSL Sovereign Lands staff are working

with all partners on various Colorado River sites. Utah Division of Forestry, Fire and State Lands; Wildland Urban Interface (FFSL WUI) THE FFSL WUI program has worked in Castle Creek for a number of years. We will administer projects in castle creek through contractors as well as on the ground presence. We are continuing to build connections in Castle Valley for further mitigation projects to create a firesafe castle valley. We are also working with the CFI field camp to remove tamarisk and Russian olive adjacent to structures in Professor Creek. FFSL will write/update the burn plan for Matheson Rx as they will be the lead agency on the Rx. Grand County Weeds Department (GCWD) With a focus on noxious and invasive weeds, GCWD has been working on the Colorado River for over 17 years to restore and protect native riparian ecosystems. They have the potential to work on a wide variety of lands, including public, state, and private property. GCWD offers possible technical assistance, on-the-ground efforts, and chemical knowledge. National Park Service The National Park Service is supportive of the project and some NPS lands are included in the proposal along the Colorado River in Arches National Park. In addition, NPS will help treat Russian knapweed upstream of the national parks to help keep this plant outside of the Park. NPS staff can also assist with Ravenna grass, Reed Canary Grass and purple loosestrife monitoring and treatments to keep these weeds out of the park as much as possible. Finally, NPS is spearheading Phragmites genetic testing on phragmites populations in the project area to verify which stands are exotic and which are native to inform future management of the non-native stands. Rim to Rim Restoration (non-profit) Rim to Rim Restoration (RRR) is involved in ongoing vegetation monitoring throughout the project area and provides expertise in riparian restoration design, planning and project management. RRR will assist with project coordination and site assessment efforts between, and in coordination with, agencies. Rim to Rim will also provide training, data collection for vegetation monitoring along the Colorado

River, assistance in planning innovative restoration projects, including non-native tree removal throughout the watershed area, and native plant materials for revegetation. RRR may also provide coordination and oversight of IP positions in association with agencies if needed. RRR is uniquely qualified to perform these tasks for the project due in part to their role coordinating the Southeast Utah Riparian Partnership, and due to many years of experience executing these roles. RRR has worked with FFSL, BLM, Grand County, City of Moab, DWR and other local nonprofits and contractors for over 15 years, and can bridge administrative boundaries. RRR also has direct experience with running removal crews, revegetation implementation crews and growing locally collected native plants in Southeast Utah. Plateau Restoration Inc. (non-profit) Plateau Restoration Inc. (PRI) will use WRI funding from this project to continue work at Jackson Bottom as well as assist at other revegetation areas on the Colorado River. PRI is uniquely qualified for this work as they have been working in this area for over 10 years with the land owner as well as the County Weed department, FFSL and the BLM. Their ability to leverage relationships with many volunteer groups has been a valuable means for keeping costs low. Utah Division of Wildlife Resources This state agency provides technical assistance (e.g. surveying for side-channel project) and monitors the avian community along the Utah portion of the Colorado River to increase understanding of how restoration affects bird and aquatic species. UDWR also owns and co-manages lands within the project area. They have actively removed tamarisk and Russian olive from their properties. UDWR promotes wetland and riparian habitats in and along the Colorado River and is an active partner in this project. The Nature Conservancy TNC owns and co-manages lands with the treatment areas. TNC has actively removed tamarisk and Russian olive from their properties. TNC promotes wetland and riparian habitats in and along the Colorado River and is an active partner in project coordination of the prescribed burn on the TNC owned Matheson wetlands. Utah

Conservation Corps The Southeast Utah Riparian Partnership is open to working with all conservation corps that want to work in SE Utah, but over the past two years the UCC has worked closely with the Southeast Utah Riparian Partnership on this project. UCC is uniquely qualified to provide consistent and efficient logistical support and project implementation on projects along the Colorado River. The regional coordinator is intimately familiar with these project sites and what treatments work best in our region.

### **Future Management:**

The project is part of a multi-year effort that will require follow-up re-vegetation and treatment to control remaining infestations of priority non-native invasive plant species such as tamarisk, Russian olive, and Russian knapweed. Repeated treatments will be required to remove the remaining 30-60% of invasive species and apply herbicide to any resprouting invasive vegetation. We will be seeding and planting trees in the removal sites each year of the project's duration as well as relying on passive restoration of natives such as the impressive recruitment of willow we have seen in tamarisk removal areas. All partners will be revisiting each site for the next several years to continue tamarisk removal efforts and follow-up with revegetation as needed. For FY 2021, efforts to protect and maintain fish habitat have expanded with the assistance of DNR and BLM, and the Partnership has expanded its focus to include more herbaceous weed monitoring and control thanks to Grand County Weed Department and the NPS. The Southeast Utah Riparian Partnership members are fully committed to provide resources through federal, state and non-profit organization support for the long-term success of this project. As with this project, any future project budgets will be supplemented by individual agency money. Native fish populations will continue to be monitored in the Colorado River System, particularly through the Utah DNR Aquatics

Monitoring Program. Programs will continue to work with water users to promote varied water flows that will create beneficial conditions for native fish and create flood conditions to create habitats for many wildlife species. Burning will continue to be used as a management tool in the Matheson wetland. This will reduce bulrush and provide open water for wildlife. This will also allow for the wetland to function in a more natural way.

### **Domestic Livestock Benefit:**

The removal of tamarisk, Russian knapweed, and other invasive vegetation species will allow the multiple uses of the Colorado River and the surrounding landscape to be more sustainable in coming years. This project will greatly benefit the riparian ecosystem, desert fish, birds, recreational opportunities, water quality, agriculture, and many other areas by: 1) Improving recreational experiences by increasing native vegetation and reducing visual impacts of dying tamarisk and noxious weeds. 2) Reducing potential for noxious weeds to be transported from the river to more remote riparian areas. This also protects native vegetation in upland areas and produces better forage for grazing. 3) Using Biochar as a method for biomass removal and to improve soil structure with increased water retention for regeneration of vegetation. 4) Reducing wildfire risk in the River Corridor to protect recreation infrastructure, public safety and wildlife habitat. 5) Reducing the habitat for mosquitos in the wetland preserve and allow mosquito abatement to effectively reduce mosquito outbreaks. 6) Providing open water for waterfowl, creating and maintaining habitat and hunting opportunities in southeastern Utah. 7) Managing for abundance of quality native grasses and forbs in the project area, increasing forage for wildlife with an emphasis on improving pollinator forage availability. The removal of tamarisk, Russian olive and Russian knapweed is expected to benefit domestic livestock in three ways: First, it will facilitate the re-establishment of perennial grasses, native forbs, and

shrubs that have much higher forage value than tamarisk. By creating areas of healthy forage adjacent to grazing parcels and in the small grazing areas near Professor Creek and Dewey Bridge, we can provide seed sources to adjacent land, and reduce invasive pressures on rangeland health. Past knapweed treatments in this reach have led to the rapid re-establishment of perennial grasses, even in the absence of seeding. However, additional seeding will be used to accelerate the recolonization of native grasses in selected areas where native grasses are sparse in habitat adjacent to the treatment site. Second, control of tamarisk can make managing livestock easier. Although large numbers of cattle may not access this stretch of river, native grazers like mule deer do, decreasing pressure on water resources in nearby areas that are grazed. Therefore, grazing and animal distribution will increase as more riverbank is accessible for "watering" wildlife. Third, Russian knapweed is known to be toxic to horses, potentially causing facial paralysis, malnutrition, dehydration, and necrosis (USDA Agr Info Bulletin Number 415). Although horses are not kept directly along this stretch of the Colorado, controlling this noxious weed will reduce the potential for these and other livestock health issues by limiting knapweed spread. Specifically at the CFI site on Professor Creek, removal of tamarisk and olive will allow for access to the creek bottom along the property for school groups to come and learn about desert riparian habitat. CFI is expected to install a small bench area on the downstream end of the property after removal to have a place along the creek to educate students about the Colorado Plateau and Colorado Plateau ecology.

<b>Budget</b>	WRI/DWR	Other	Budget Total	In-Kind	Grand Total
	\$455,135.00	\$25,140.00	\$480,275.00	\$112,805.00	\$593,080.00

Item	Description	WRI	Other	In-Kind	Year
Personal Services (permanent employee)	Permanent staff assistance with project coordination and reveg projects, youth corps training and geodatabase (BLM)	\$0.00	\$0.00	\$1,600.00	2022
Other	Pile burning, cutting and seeding	\$0.00	\$0.00	\$35,000.00	2022
Contractual Services	Youth corps for May Flats Project (project coordinated with Colorado BLM)	\$15,000.00	\$0.00	\$19,750.00	2022

Item	Description	WRI	Other	In-Kind	Year
Materials and Supplies	Plant Materials for May Flats Project (coordinated with Colorado BLM and UCEPC)	\$5,000.00	\$0.00	\$5,000.00	2022
Contractual Services	Youth corps work throughout project area	\$212,500.00	\$0.00	\$0.00	2022
Equipment Rental/Use	Rim to Rim : Brush mower rental	\$2,500.00	\$0.00	\$0.00	2022
Materials and Supplies	Rim to Rim : Locally sourced plant materials	\$12,908.00	\$0.00	\$0.00	2022

Item	Description	WRI	Other	In-Kind	Year
Contractual Services	Rim to Rim to coordinate between agencies and contractors, facilitate herbaceous weed management plan, perform monitoring, collaborate on geodatabase	\$51,541.00	\$17,640.00	\$13,780.00	2022
Contractual Services	Herbicide applications by contractor	\$39,250.00	\$5,000.00	\$0.00	2022
Personal Services (permanent employee)	Moab UMTRA permanent staff assistance in project coordination	\$0.00	\$0.00	\$3,800.00	2022

Item	Description	WRI	Other	In-Kind	Year
Equipment Rental/Use	Moab UMTRA Tractor use for seeding and planting	\$0.00	\$0.00	\$500.00	2022
Materials and Supplies	Moab UMTRA herbicide	\$2,999.00	\$0.00	\$0.00	2022
Contractual Services	Tamarisk understory regrowth monitoring. Tim Graham	\$3,775.00	\$2,500.00	\$0.00	2022
Contractual Services	Grand County Weed Department help with herbicide training	\$250.00	\$0.00	\$500.00	2022
Equipment Rental/Use	Grand County Road Dept. masticating head to cut tamarisk and olive	\$18,400.00	\$0.00	\$9,200.00	2022

Item	Description	WRI	Other	In-Kind	Year
Other	NPS phragmites (common reed) genetic testing and herbaceous weed control work by NPS staff in the project area	\$0.00	\$0.00	\$13,675.00	2022
Personal Services (permanent employee)	Oversight for projects on State of Utah Sovereign land	\$0.00	\$0.00	\$1,000.00	2022
Personal Services (permanent employee)	Utah FFSL WUI Russian olive and other woody follow up treatments on private land	\$4,145.00	\$0.00	\$0.00	2022

Item	Description	WRI	Other	In-Kind	Year
Personal Services (seasonal employee)	FFSL WUI Russian olive and other woody follow up treatments on private land	\$29,400.00	\$0.00	\$0.00	2022
Materials and Supplies	FFSL WUI herbicide and saw supplies, for work on private land	\$1,000.00	\$0.00	\$0.00	2022
Contractual Services	Utah DNR burn in Matheson Wetland	\$43,500.00	\$0.00	\$9,000.00	2022
Seed (GBRC)	Seed for UMTRA reveg site	\$2,067.00	\$0.00	\$0.00	2022
Contractual Services	PRI project management and work at Jackson Bottom	\$10,400.00	\$0.00	\$0.00	2022

Item	Description	WRI	Other	In-Kind	Year
Motor Pool	FFSL WUI vehicle mileage to and from Castle Creek and Professor Creek	\$500.00	\$0.00	\$0.00	2022

**Funding**

WRI/DWR	Other	Funding Total	In-Kind	Grand Total
\$455,135.00	\$25,140.00	\$480,275.00	\$112,805.00	\$593,080.00

Source	Phase	Description	Amount	Other	In-Kind	Year
Habitat Council Account			\$20,000.00	\$0.00	\$0.00	2022

Source	Phase	Description	Amount	Other	In-Kind	Year
Utah's Watershed Restoration Initiative (UWRI)			\$435,135.00	\$0.00	\$0.00	2022
Grand County		Use of county masticating head	\$0.00	\$0.00	\$9,200.00	2022
Rim to Rim Restoration		includes monitoring funding from FFSL for Tim Graham	\$0.00	\$20,140.00	\$13,780.00	2022

Source	Phase	Description	Amount	Other	In-Kind	Year
National Park Service (NPS)		NPS funding.	\$0.00	\$0.00	\$13,675.00	2022
Utah Division of Forestry, Fire & State Lands (FFSL)			\$0.00	\$0.00	\$1,000.00	2022
Private		Private funding from landowner	\$0.00	\$0.00	\$1,000.00	2022

Source	Phase	Description	Amount	Other	In-Kind	Year
Utah Division of Forestry, Fire & State Lands (FFSL)		FFSL Funding for Invasive treatments by contractors	\$0.00	\$5,000.00	\$0.00	2022
BLM (Aquatics)			\$0.00	\$0.00	\$1,600.00	2022
BLM Fuels			\$0.00	\$0.00	\$35,000.00	2022
BLM Wildlife			\$0.00	\$0.00	\$19,750.00	2022
DNR Watershed		Match is Colorado River Recovery Program.	\$0.00	\$0.00	\$9,000.00	2022

Source	Phase	Description	Amount	Other	In-Kind	Year
Other		funding from Moab UMTRA, under US Department of Energy	\$0.00	\$0.00	\$8,300.00	2022
Grand County Weed Department		Help with herbicide training	\$0.00	\$0.00	\$500.00	2022

## Species

Species	"N" Rank	HIG/F Rank
Bighorn Sheep	N4	2

Species	"N" Rank	HIG/F Rank
Threat	Impact	
Not Listed	NA	
Bluehead Sucker	N4	
Threat	Impact	
Channelization / Bank Alteration (direct, intentional)	High	
Bonytail	N1	
Threat	Impact	
Channelization / Bank Alteration (direct, intentional)	Medium	

Species	"N" Rank	HIG/F Rank
Colorado Pikeminnow	N1	
Threat		Impact
Channelization / Bank Alteration (direct, intentional)		Medium
Flannelmouth Sucker	N3	
Threat		Impact
Channelization / Bank Alteration (direct, intentional)		High
Wild Turkey		1

Species	"N" Rank	HIG/F Rank
Threat	Impact	
Not Listed	NA	
Northern Leopard Frog	N5	
Threat	Impact	
Invasive Plant Species – Non-native	Medium	
Razorback Sucker	N1	
Threat	Impact	
Channelization / Bank Alteration (direct, intentional)	Medium	

Species	"N" Rank	HIG/F Rank
Roundtail Chub	N3	
Threat		Impact
Channelization / Bank Alteration (direct, intentional)		High
Southwestern Willow Flycatcher	N1	
Threat		Impact
Channelization / Bank Alteration (direct, intentional)		Medium
Southwestern Willow Flycatcher	N1	

Species	"N" Rank	HIG/F Rank
Threat	Impact	
Invasive Plant Species – Non-native	High	
Yellow-billed Cuckoo	N3	
Threat	Impact	
Channel Downcutting (indirect, unintentional)	High	
Canada Goose		1
Threat	Impact	
Inappropriate Fire Frequency and Intensity	Low	

Species	"N" Rank	HIG/F Rank
Cinnamon Teal		1
Threat		Impact
Inappropriate Fire Frequency and Intensity		Low
Gadwall		1
Threat		Impact
Inappropriate Fire Frequency and Intensity		Low
Mallard		1

Species	"N" Rank	HIG/F Rank
Threat	Impact	
Inappropriate Fire Frequency and Intensity	Low	

## Habitats

Habitat	
Aquatic-Forested	
Threat	Impact
Channel Downcutting (indirect, unintentional)	High
Aquatic-Forested	

## Habitat

Threat	Impact
Invasive Plant Species – Non-native	Medium

## Aquatic-Scrub/Shrub

Threat	Impact
Camping (Dispersed)	Low

## Aquatic-Scrub/Shrub

Threat	Impact
Droughts	High

Habitat

Aquatic-Scrub/Shrub

Threat	Impact
Invasive Plant Species – Non-native	Medium

Aquatic-Scrub/Shrub

Threat	Impact
Riparian Campground Development	Low

Aquatic-Scrub/Shrub

## Habitat

Threat	Impact
Fire and Fire Suppression	Medium

## Aquatic-Scrub/Shrub

Threat	Impact
Imperfect Understanding of Distribution or Range	NA

## Desert Grassland

Threat	Impact
Inappropriate Fire Frequency and Intensity	High

## Habitat

Desert Grassland

Threat	Impact
Invasive Plant Species – Non-native	High

## Riverine

Threat	Impact
Camping (Dispersed)	Low

## Riverine

## Habitat

Threat	Impact
Channel Downcutting (indirect, unintentional)	High

## Riverine

Threat	Impact
Invasive Plant Species – Non-native	Medium

## Riverine

Threat	Impact
Riparian Campground Development	Low

Habitat	
Riverine	
Threat	Impact
Imperfect Understanding of Distribution or Range	NA

## Project Comments

Comment	01/14/2021	Type: 1	Commenter: Thomas Moore
How might this project impact the Selenium impairment within the project area?			
Comment	01/14/2021	Type: 1	Commenter: Tony Mancuso

To my current knowledge, no research has been peer-reviewed which discusses how restoration actions associated with phreatophyte removal would impact selenium loads in the main stem of the Colorado River. The translocation of selenium contained in indigenous sediments is a possibility. It is possible that; due to the fact that Phreatophytes will transport water with higher levels of TDS from deeper in the ground water column to the soil surface, introduction of Selenium by surface water runoff to the Colorado River could be reduced through Phreatophyte removal.

Comment

01/19/2021

Type: 1

Commenter: Thomas Moore

I was more so wondering if either restoring riparian buffers could help settle surface runoff that may have higher Selenium concentrations depending on the local geology, or if the banks themselves have higher Selenium concentrations and stabilizing them could directly decrease erosion and therefore reduce Selenium inputs. Based on the comment below it seems like the majority of Selenium inputs are upstream and local inputs may be small to non-existent?

Comment

01/20/2021

Type: 1

Commenter: Kara Dohrenwend

Thomas, yes our understanding is that the majority of the inputs of selenium are far upstream from us. I am not sure about Onion Creek as that is an interesting side stream in our area of work. However, it is also a very flashy stream (like most around here) with little capacity for buffer vegetation in the lower reaches. I know water quality in Onion is low, but I am fairly certain it is due to ground water leaching rather than land uses that can be changed or mitigated through improved riparian vegetation buffering. Most of this projects proposed work is focused on improving riparian vegetation along the stream banks through either removing dead/declining tamarisk around healthy native plants to allow them to regeneration passively or active planting in areas where passive regeneration as not occurred. Due to the large size of the river flow (except in exceptionally dry years) relative to the inputs from overland flows and side stream inputs I am not sure if our efforts can change selenium levels. The Moab Daily stretch of river is currently being monitored for e coli per DWQ requests and it has had a few high readings, but follow up readings have been in acceptable limits so that is not currently a concern (although we are watching).

Comment

01/19/2021

Type: 1

Commenter: Matthew McEttrick

To my knowledge we have not been focusing on the elevated selenium levels in the Colorado as a focus in this project. Per the Utah Dept of Water Quality, elevated selenium levels in the Colorado in the Moab area are from natural leaching from the Mancos Shale, and from sources in the Grand Valley and the Gunnison River Basin.

<http://www.riversimulator.org/Resources/Salinity/Selenium/CoRvrSeleniumDraft.pdf> If you have suggestions or additions that would help address selenium they are welcome. Thanks!

## Completion

**Start Date:**

**End Date:**

**FY Implemented:**

**Final Methods:**

**Project Narrative:**

**Future Management:**

## Map Features

ID	Feature Category	Action	Treatment/Type
9912	Terrestrial Treatment Area	Herbicide application	Spot treatment

ID	Feature Category	Action	Treatment/Type
9912	Terrestrial Treatment Area	Vegetation removal / hand crew	Lop-pile-burn
9913	Terrestrial Treatment Area	Herbicide application	Spot treatment
9913	Terrestrial Treatment Area	Vegetation removal / hand crew	Lop and chip
10028	Terrestrial Treatment Area	Bullhog	Full size
10029	Terrestrial Treatment Area	Herbicide application	Ground
10030	Terrestrial Treatment Area	Prescribed fire	Prescribed fire
10031	Terrestrial Treatment Area	Vegetation removal / hand crew	Cut Stump
10032	Terrestrial Treatment Area	Herbicide application	Spot treatment

ID	Feature Category	Action	Treatment/Type
10032	Terrestrial Treatment Area	Vegetation removal / hand crew	Lop and chip
10051	Terrestrial Treatment Area	Herbicide application	Ground
10051	Terrestrial Treatment Area	Planting/Transplanting	Container stock
10052	Aquatic/Riparian Treatment Area	Herbicide application	Ground
10053	Aquatic/Riparian Treatment Area	Herbicide application	Spot treatment
10053	Aquatic/Riparian Treatment Area	Vegetation Improvements	Mechanical removal
10054	Terrestrial Treatment Area	Herbicide application	Spot treatment
10054	Terrestrial Treatment Area	Planting/Transplanting	Container stock

ID	Feature Category	Action	Treatment/Type
10054	Terrestrial Treatment Area	Seeding (secondary/shrub)	Hand seeding
10055	Terrestrial Treatment Area	Herbicide application	Spot treatment
10055	Terrestrial Treatment Area	Herbicide application	Spot treatment
10056	Terrestrial Treatment Area	Herbicide application	Spot treatment
10056	Terrestrial Treatment Area	Herbicide application	Spot treatment
10057	Aquatic/Riparian Treatment Area	Vegetation Improvements	Manual removal / hand crew
10057	Aquatic/Riparian Treatment Area	Vegetation Improvements	Pole planting/cuttings
10057	Aquatic/Riparian Treatment Area	Vegetation Improvements	Seeding

ID	Feature Category	Action	Treatment/Type
10058	Aquatic/Riparian Treatment Area	Herbicide application	Spot treatment
10058	Aquatic/Riparian Treatment Area	Herbicide application	Spot treatment
10058	Aquatic/Riparian Treatment Area	Vegetation Improvements	Manual removal / hand crew
10059	Terrestrial Treatment Area	Herbicide application	Spot treatment
10059	Terrestrial Treatment Area	Herbicide application	Spot treatment
10059	Terrestrial Treatment Area	Planting/Transplanting	Container stock
10059	Terrestrial Treatment Area	Planting/Transplanting	Other
10059	Terrestrial Treatment Area	Seeding (primary)	Hand seeding
10060	Terrestrial Treatment Area	Herbicide application	Spot treatment

ID	Feature Category	Action	Treatment/Type
10060	Terrestrial Treatment Area	Herbicide application	Spot treatment
10060	Terrestrial Treatment Area	Planting/Transplanting	Container stock
10060	Terrestrial Treatment Area	Seeding (primary)	Hand seeding
10061	Terrestrial Treatment Area	Mowing	Other
10061	Terrestrial Treatment Area	Planting/Transplanting	Container stock
10061	Terrestrial Treatment Area	Seeding (primary)	Hand seeding
10062	Aquatic/Riparian Treatment Area	Herbicide application	Spot treatment
10062	Aquatic/Riparian Treatment Area	Vegetation Improvements	Pole planting/cuttings
10062	Aquatic/Riparian Treatment Area	Vegetation Improvements	Seeding

ID	Feature Category	Action	Treatment/Type
10062	Aquatic/Riparian Treatment Area	Vegetation Improvements	Seedlings
10063	Terrestrial Treatment Area	Vegetation removal / hand crew	Lop-pile-burn
10100	Aquatic/Riparian Treatment Area	Herbicide application	Spot treatment
10100	Aquatic/Riparian Treatment Area	Vegetation Improvements	Manual removal / hand crew
10102	Terrestrial Treatment Area	Planting/Transplanting	Container stock
10102	Terrestrial Treatment Area	Planting/Transplanting	Other
10102	Terrestrial Treatment Area	Seeding (primary)	Hand seeding
10107	Aquatic/Riparian Treatment Area	Herbicide application	Spot treatment

ID	Feature Category	Action	Treatment/Type
10107	Aquatic/Riparian Treatment Area	Vegetation Improvements	Manual removal / hand crew
10107	Aquatic/Riparian Treatment Area	Vegetation Improvements	Seeding
10108	Aquatic/Riparian Treatment Area	Herbicide application	Spot treatment
10108	Aquatic/Riparian Treatment Area	Vegetation Improvements	Manual removal / hand crew
10120	Aquatic/Riparian Treatment Area	Herbicide application	Spot treatment
10120	Aquatic/Riparian Treatment Area	Prescribed fire	Pile burn
10120	Aquatic/Riparian Treatment Area	Vegetation Improvements	Manual removal / hand crew

ID	Feature Category	Action	Treatment/Type
10120	Aquatic/Riparian Treatment Area	Vegetation Improvements	Pole planting/cuttings
10121	Aquatic/Riparian Treatment Area	Herbicide application	Ground
10121	Aquatic/Riparian Treatment Area	Vegetation Improvements	Manual removal / hand crew
10121	Aquatic/Riparian Treatment Area	Vegetation Improvements	Pole planting/cuttings
10121	Aquatic/Riparian Treatment Area	Vegetation Improvements	Seeding
10123	Aquatic/Riparian Treatment Area	Herbicide application	Spot treatment
10123	Aquatic/Riparian Treatment Area	Vegetation Improvements	Manual removal / hand crew

ID	Feature Category	Action	Treatment/Type
10125	Aquatic/Riparian Treatment Area	Herbicide application	Spot treatment
10125	Aquatic/Riparian Treatment Area	Vegetation Improvements	Manual removal / hand crew
10126	Terrestrial Treatment Area	Herbicide application	Ground
10126	Terrestrial Treatment Area	Herbicide application	Spot treatment
10127	Terrestrial Treatment Area	Herbicide application	Ground
10128	Terrestrial Treatment Area	Seeding (primary)	Ground (mechanical application)
10129	Terrestrial Treatment Area	Seeding (primary)	Ground (mechanical application)
10175	Terrestrial Treatment Area	Seeding (primary)	Hand seeding

ID	Feature Category	Action	Treatment/Type
10175	Terrestrial Treatment Area	Vegetation removal / hand crew	Lop and scatter
10177	Terrestrial Treatment Area	Seeding (primary)	Hand seeding
10177	Terrestrial Treatment Area	Vegetation removal / hand crew	Lop and scatter
10179	Aquatic/Riparian Treatment Area	Prescribed fire	Pile burn
10179	Aquatic/Riparian Treatment Area	Vegetation Improvements	Mechanical removal
10181	Aquatic/Riparian Treatment Area	Vegetation Improvements	Pole planting/cuttings
10183	Terrestrial Treatment Area	Herbicide application	Spot treatment
10183	Terrestrial Treatment Area	Prescribed fire	Pile burn

ID	Feature Category	Action	Treatment/Type
10183	Terrestrial Treatment Area	Vegetation removal / hand crew	Lop and scatter
10185	Affected Area		
10206	Aquatic/Riparian Treatment Area	Herbicide application	Spot treatment
10206	Aquatic/Riparian Treatment Area	Vegetation Improvements	Manual removal / hand crew
10382	Aquatic/Riparian Treatment Area	Prescribed fire	Pile burn
10383	Terrestrial Treatment Area	Prescribed fire	Pile burn

## Project Map

 Project Map



**GRAND COUNTY  
COUNTY COMMISSION MEETING**

August 17, 2022

Agenda Item: S

<b>TITLE:</b>	Approval of Amendment Contract between Southeastern Utah Association of Local Governments (SEUALG) Area Agency OF Aging Interlocal Cooperation and Contract Agreement Reimbursement through June 30, 2022 a. Payment for Various Services Related to Aging and Nutrition through June 30, 2022
<b>FISCAL IMPACT:</b>	a. Max \$83,620 of Revenue: Various Services Grant
<b>PRESENTER(S):</b>	None (Consent Agenda Item)

**Prepared By:**

Verleen Striblen  
Grand Center  
Program Director

**RECOMMENDATION:**

I move to approve the proposed state fiscal year 2022 Contract Amendment between Southeastern Utah Association of Local Governments (SEUALG) Area Agency on Aging

**BACKGROUND:**

This contract is for carry over funds from SY 2021 and new COVID-19 funding. Nutrition fund will receive \$38,088 more and Socialization will receive \$7,633 more for the fiscal year.

**Attachment(s):**

- a. Interlocal Cooperation and Contract Agreement (for Various Services Related to Aging and Nutrition)

**FOR OFFICE USE ONLY:**

**Attorney Review:**

Since these are State contracts received annually, the current agreements were sent for attorney review

**INTERAGENCY COORDINATION AND SUB-RECIPIENT CONTRACT AGREEMENT**

**GRAND COUNTY**

**FY 2021-2022**

**This amendment includes any applicable carryover funds from SY2021 and new COVID-19 funding (ARPA and CRSAA)**

DATE: As of July 1, 2021

CONTRACT #: 14-0192

COUNTY: Grand

INTERAGENCY COORDINATION AND SUB-RECIPIENT CONTRACT AGREEMENT

1. CONTRACTING PARTIES: This agreement is between the Southeastern Utah Association of Local Governments, Area Agency on Aging, hereinafter, referred to as ALG AAA, and Grand County, Utah, a body politic and corporation, hereinafter, referred to as SERVICE PROVIDER.
2. CONTRACT PERIOD: Effective July 1, 2021, and terminates on June 30, 2022, unless terminated sooner, in accordance with the terms and conditions of this contract.
3. RECITALS:
  - a. ALG AAA receives certain federal and state funds from the Utah Department of Human Service (“DHS”), Division of Aging and Adult Services (referred to in this Contract as “DHS/DAAS”) which it then distributes to local governments for human services programs in the areas served by the local governmental entities; and
  - b. ALG AAA is a local governmental entity that is authorized to receive public funds for the human services programs in its area; and SERVICE PROVIDER is also a local governmental entity that desires to contract with the ALG AAA to administer the programs funded through the DHS; and
  - c. ALG AAA is statutorily authorized to provide the SERVICE PROVIDER with direction on the use of such public funds and to enter into contracts that specify how the SERVICE PROVIDER will use the funds in its human services programs; and
  - d. ALG AAA works cooperatively with the SERVICE PROVIDER to ensure that these public funds are used appropriately and that DHS/DAAS’ and ALG AAA’s directives to the SERVICE PROVIDER are not duplicative or conflicting; and
  - e. The SERVICE PROVIDER is accountable to DHS/DAAS and ALG AAA for using public funds obtained through this Contract appropriately in its human service programs, and for complying with all applicable state and federal laws, policies, audit requirements, contract requirements and ALG AAA directives; and
  - f. ALG AAA is authorized to monitor the SERVICE PROVIDER’S use and management of these public funds; to oversee its governance for the human services programs in the SERVICE PROVIDER’S area; and to review the SERVICE PROVIDER’S compliance with laws, policies, audit requirements, contract requirements and ALG AAA directives; and
4. CONTRACT COST: SERVICE PROVIDER shall be reimbursed by ALG AAA not more than \$82,957\* for services provided in accordance with the terms and conditions of this contract. The SERVICE PROVIDER shall be reimbursed within 60 days of receipt of itemized billings submitted in accordance with paragraph 1 of Attachment “A”. The sources of funds for this contract are:

Nutrition Funding	
Federal/State	\$ 81,433*
SSBG	\$ 7,826*
Project Income (estimate)	\$ 46,000
Local Cash	\$ 89,000
Sub Total:	\$224,259

Socialization and Recreation Funding	
Federal/State	\$ 25,680*
Project Income (estimate)	\$ 2,000
Local Cash	\$187,183
Sub Total:	\$214,863

Total: \$439,122

**Match money \$4,434**

5. PURPOSE OF THIS CONTRACT: The purpose of this contract is to provide payment for the following types of services: Transportation, Outreach, Information and Referral, Telephone Reassurance, Legal, Recreation, Health Screening, Congregate Meals, Home Delivered Meals.
  
6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED: This Contract incorporates the following documents by reference:
  - a. All documents specified in this Contract and its attachments;
  
  - b. The Utah Department of Human Services [DHS] Pass Through Contract with Local Agency (DHS Contract). SERVICE PROVIDER is a sub-contractor under the DHS Contract and is required to comply with all provisions of the DHS Contract, including the state procurement requirements (or the equally-stringent county procurement requirements), insurance requirements and the fiscal and program requirements.
  
  - c. All statutes, regulations, or governmental policies that apply to the Local Agency or to the services performed under this Contract, including any applicable laws relating to fair labor standards, the safety of the Local SERVICE PROVIDER'S employees and others, zoning, business permits, taxes, licenses, and incorporation or partnership, and any laws mentioned in the DHS Contract Part I Section C, (Local Agency's Compliance with Applicable Laws) or in any other attachments to this Contract. The SERVICE PROVIDER acknowledges that it is responsible for familiarizing itself with these laws and complying with them.
  
7. INCLUDED AS PART OF THIS CONTRACT:
  - Attachment A: *Standard Terms & Conditions*
  - Attachment B: *Additional Terms & Conditions*
  - Attachment C: *Service Objectives,*
  - Attachment D: *Units of Service*

Attachment E: *Dept. of Human Services, Policies & Procedures/Provider Code of Conduct*  
Attachment F: *Dept. of Human Services Code of Conduct Poster*  
Attachment G: *Dept. of Human Services Provider Code of Conduct Certificate of Understanding and Compliance*

IN WITNESS WHEREOF, the parties sign and cause this contract agreement to be effective for the period first mentioned above.

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SEUALG EXECUTIVE DIRECTOR Date  
Geri Gamber

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COUNTY COMMISSION CHAIR Date  
Mary McGann

---

SEUALG AAA DIRECTOR Date  
Shawna Horrocks

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COUNTY ATTORNEY Date  
Cristina Sloan

**ATTACHMENT A**  
**STANDARD TERMS AND CONDITIONS**

1. **METHOD AND SOURCE OF SERVICE PROVIDER PAYMENT:**  
The ALG AAA agrees to reimburse the SERVICE PROVIDER in accordance with Contract Costs, upon receipt of itemized billing for authorized services. Itemized billings to be submitted to ALG AAA at least quarterly, that is: 1<sup>st</sup> Quarter, October 5; 2<sup>nd</sup> Quarter, January 5; 3<sup>rd</sup> Quarter, April 5; but the 4<sup>th</sup> and final billing by **July 7, 2022**. Itemized billings may be submitted monthly, on or by the 5<sup>th</sup> of the month. Final billing is to be submitted on or prior to **July 7, 2022**.
  
2. **AUTHORITY:**  
Provisions of this contract are pursuant to the authority granted in Utah Code Annotated, 62A.3.101 ET. Seq. and related statutes which permit ALG AAA to purchase certain specified services, and any other relevant Federal regulations and any relevant provisions of the ALG AAA.
  
3. **ADMINISTRATIVE AND REPORTING REQUIREMENTS:**  
SERVICE PROVIDER shall comply with all record-keeping and reporting requirements of this Contract, including the requirements set out in all the attachments including the DHS Contract: Part I, Section D: (Compliance Monitoring and Record Keeping Responsibilities) of this Contract. In addition, the SERVICE PROVIDER shall maintain or supervise the maintenance of records necessary for the proper and efficient operation of the programs covered by this Contract, including records regarding applications, determination of clients' eligibility (when applicable), the provision of services, and administration cost; and statistical, fiscal and other records necessary for complying with the reporting and accountability requirements of this Contract.  

The SERVICE PROVIDER shall retain such records for at least six years after last payment has been made on this contract, or until six years after the completion of any audits initiated within this six-year period, whichever period is longer.

The SERVICE PROVIDER shall retain all records relating to clients under 18 years old for at least six (6) years after the last payment is made on this Contract, or six (6) years after the completion of any audits initiated within this six-year period, or until the child client reaches the age of twenty-two (22), whichever period is longest. Permission for Early Destruction of Records may be obtained according to the terms of The DHS Contract Part I Section D 3. c. (Protecting DHS' Continuing Access Rights to Contract-Related Records).
  
4. **ACCESS TO PROGRAM RECORDS:**  
SERVICE PROVIDER acknowledges that ALG AAA, and DHS/DAAS is entitled to have ready access to all records relating to this Contract. SERVICE PROVIDER shall not do anything to limit or interfere with ALG AAA or DHS/DAAS' access rights, except as expressly provided by law. All parties acknowledge, however, that entities other than ALG AAA and DHS/DAAS may also have access rights to the records, especially if those entities provided part of the funding for the programs or services covered by this Contract. SERVICE PROVIDER shall allow independent, state and federal auditors or contract reviewers to have access to its records for audit and inspections on request.

5. **PROTECTING THE CONFIDENTIALITY OF CLIENT RECORDS:**  
To preserve the integrity and confidentiality of client records, the SERVICE PROVIDER shall maintain all client records in locked rooms or cases. Except with the express written consent of the client, the SERVICE PROVIDER shall not use any client information for purposes not directly connected with the responsibilities or services under this Contract, and the SERVICE PROVIDER may disclose client information only as provided by this Contract, as authorized by the client in writing, or as required by law. The SERVICE PROVIDER'S staff shall have access only to those portions of the records directly related to their work assignments.
6. **MONITORING OF PERFORMANCE:**  
DHS and DHS/DAAS shall have the right to monitor the performance of all services purchased under this Contract, including expenditure of public funds. Monitoring of performance shall be at the complete discretion of DHS and DHS/DAAS, who will rely on the criteria set forth in The DHS Contract: Part I, Section D: (Compliance Monitoring and Record Keeping Responsibilities). Performance monitoring may include both announced and unannounced visits.
7. **EQUAL OPPORTUNITY CLAUSE:**  
The SERVICE PROVIDER agrees to abide by provisions of Title VI of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment of any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap.
8. **RESTRICTIONS ON CONFLICTS OF INTEREST:**  
SERVICE PROVIDER agrees to follow all terms of The DHS Contract: Part I, Section C: 5(sic) 8. (Restrictions on Conflicts of Interest). SERVICE PROVIDER must disclose all existing, potential, and contemplated Conflicts of Interest. The SERVICE PROVIDER shall also regularly review any disclosures and its own operations to reasonably assure ALG AAA that the SERVICE PROVIDER avoids prohibited Conflicts of Interest.
9. **SERVICE PROVIDER, AND INDEPENDENT CONTRACTOR:**  
SERVICE PROVIDER shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the ALG AAA or any state agency to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the ALG AAA, except as herein expressly set forth. However, nothing in this Contract shall be construed to limit the SERVICE PROVIDER'S authority to bind itself to agreements, settlements or liability, as long as such agreements, settlements or liability affect only itself and not ALG AAA or any state agency. The compensation provided for herein shall be the total compensation payable hereunder by the ALG AAA and the SERVICE PROVIDER is responsible for any and all tax liabilities incurred as a result of the compensation received. Persons employed by the ALG AAA and acting under direction of the ALG AAA shall not be deemed to be employees or agents of the SERVICE

PROVIDER. Likewise, persons employed by the SERVICE PROVIDER and acting under the direction of the SERVICE PROVIDER shall not be deemed to be employees or agents of the ALG AAA.

10. AUDITS:

This Contract shall be subject to independent audit to be made in accordance with generally accepted auditing standards and the U.S. General Accounting Office publication "Standards or Audit of Governmental Organization Programs." Activities and Functions (OMB Circular A-102, Attachment P). These audits shall be arranged for by the SERVICE PROVIDER and will usually be conducted annually but at least every two years. SERVICE PROVIDER shall submit draft and 2 copies of final audit reports to Division of Aging and Adult Services. Expenditures under this contract determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the contract, and for which payment has been made to the SERVICE PROVIDER, will be refunded to the ALG AAA by the SERVICE PROVIDER. See The DHS Contract: Part IV: 8-9.

11. RENEGOTIATIONS OR MODIFICATIONS - ADDITIONAL SERVICES:

This contract may be amended, modified, or supplemented only by written contract, executed by the parties hereto, and attached to the original signed copy of this agreement. No claim for services furnished by SERVICE PROVIDER, not specifically authorized by this Agreement, will be allowed by the ALG AAA.

12. CLEAN AIR AND WATER ACTS:

SERVICE PROVIDER agrees to comply with all applicable standards, orders, or regulations pursuant to the Clean Air Act as amended (42 W.S.C. 1857 et. seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. seq.). (Applicable to contracts over \$100,000 only).

13. REDUCTION OF FUNDS:

If an order or action by the Legislature or the Governor, or a federal or state law reduced the amount of funding to ALG AAA, ALG AAA may terminate this Contract or may proportionately reduce the services required by this Contract and the amounts to be paid by ALG AAA to the SERVICE PROVIDER for such services. In addition, if the SERVICE PROVIDER defaults in any manner in the performance of any obligation under this Contract, or if ALG AAA determines that the SERVICE PROVIDER is significantly underutilizing funds, ALG AAA may at its option, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or underutilization of funds. ALG AAA shall give the SERVICE PROVIDER thirty (30) days' notice of any such reduction or termination. Notwithstanding the foregoing, ALG AAA shall reimburse the Local Agency in accordance with the original provisions of this Contract for all services performed before the effective date of the reduction or termination.

This is a "Fixed Amount" contract, and if ALG AAA reduces the payments under this Contract, the SERVICE PROVIDER may make a proportionate reduction in the amount of services performed or in the number of clients served under this Contract. Before implementing any such reductions in services or client numbers, however, the SERVICE PROVIDER shall notify ALG AAA in writing no less than thirty (30) working days after receiving ALG AAA's notice of reduction or termination.

14. TERMINATION:

This contract may be terminated for any reason in advance of the specific expiration date,

by either party, upon 30 days prior written notice being given to the other party. On termination of the contract, all accounts and payments will be processed according to financial and accounting arrangements set forth herein for services rendered to date of termination. In addition the SERVICE PROVIDER shall comply with the provisions of this Contract relating to the record-keeping responsibilities, and shall ensure that the SERVICE PROVIDER'S staff properly maintains all records (including financial records and any client treatment records).

ALG AAA may terminate this Contract immediately if the SERVICE PROVIDER'S violation of this Contract creates or is likely to create a risk of harm to the clients served under this Contract, or if any other provision of this Contract (including any provision in the attachments) allows ALG AAA to terminate the Contract immediately for a violation of that provision.

If either party elects to terminate this Contract, both parties will use their best efforts to provide for uninterrupted client services.

If any party seeks to enforce this Contract upon a breach by the other party, or if one party seeks to defend itself against liability arising from the negligence of the other party, the prevailing party shall receive from the unsuccessful party all court costs and its reasonable attorneys' fees, regardless of whether such fees are incurred in connection with litigation.

15. CONTRACT JURISDICTION:

The provisions of this contract shall be governed by the laws of the State of Utah.

16. INTERLOCAL AGREEMENT AND COUNTY APPROVAL OF CONTRACT AGREEMENT:

Pursuant to UCA §11-13-202.5 the Service Provider's Legislative Body has passed an ordinance or resolution adopting and approving this Agreement. This Agreement is effective as of the date above. This Agreement does not create an interlocal entity. Pursuant to §11-13-207 UCA this Agreement shall be administered by the board of the South Eastern Utah Association of Local Governments which is a joint board comprised of representatives from the SERVICE PROVIDER and ALG AAA. Under this Agreement there shall be no joint ownership of real property.

**ATTACHMENT B**  
**ADDITIONAL TERMS AND CONDITIONS**

1. ALG AAA AGREES TO:

- A. Monitor services provided and funding expended on the basis of this contract as evidenced by regular reports generated by SERVICE PROVIDER.
- B. Evaluate compliance performance of SERVICE PROVIDER at least once during the contact period on the basis of program standards as set forth in this contract, applicable Federal laws and regulations, applicable State law, and DHS/DOA/AS Policy and Procedure statements.
- C. Provide Technical Assistance to the SERVICE PROVIDER as indicated or requested to assure satisfactory performance in providing effective and quality service, and maintaining compliance with applicable laws and regulations.
- D. Provide a hearing to recipients in the event a grievance is filed by a program recipient.

2. SERVICE PROVIDER AGREES TO:

- A. Comply with all provision of the DHS Pass Through Contract with Local Agency, including the state procurement requirements (or the equally-stringent county procurement requirements), insurance requirements and the fiscal and program requirements.
- B. SERVICE PROVIDER shall familiarize itself with the federal and state laws identified in this Contract including The DHS Contract specifically Part I, Section C, "Local Agency's Compliance with Applicable Laws"; Part IV, "Contract Costs, Billing and Payment Information"; Part V, "Cost Accounting Principles and Financial Reports"; and Part VII, "Summary of Some Commonly-Applicable Laws and Policies"), as well as other laws and contract provisions identified in 45 C.F.R. § 92.36(i), "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
- C. Meet all applicable licensing or other standards and other requirements required by Federal or State laws or regulations and ordinances of the city and county in which the services and/or care is provided for the duration of this contract period. If the SERVICE PROVIDER fails to do so, ALG AAA may terminate this Contract immediately.
- D. Establish a system through which recipients of the services may present grievances about the operation of the program as it pertains to and affects said recipient. SERVICE PROVIDER shall notify each client and applicant in writing that:
  - (a) Clients and applicants have the right to present the ALG AAA with their grievances about: (1) denial of services covered by this Contract (2) exclusion from a program covered by this Contract; or (3) inadequacies or inequities in the programs and services provided under this Contract; and
  - (b) If the ALG AAA denies a grievance request about the services provided under this Contract or if the ALG AAA fails to respond to a grievance in a timely fashion, the client or applicant may contact in

writing, DHS/DAAS' Representative Clark Staley at 195 North 1950 West, Salt Lake City, UT 84116. The Representative will attempt to resolve the grievance. If the client or applicant is dissatisfied with the Representative's response, the client or applicant may file a written appeal to the Director of DHS/DAAS, and the Director shall respond to the appeal in writing within 30 working days. If the applicant or client is dissatisfied with the Director's decision, the client or applicant may request a hearing before the DHS Office of Administrative Hearings ("OAH"). This hearing request must be filed with OAH within ten (10) working days of receiving the DHS/DAAS Director's written decision. If OAH finds that the client or applicant's request is supported by applicable law, OAH may order the Local Agency or DHS to remedy the problem addressed in the grievance.

E. Safeguard any information concerning any recipients of service under this Contract from use or disclosure for any purpose not directly connected with the administration of ALG AAA or the SERVICE PROVIDER responsibilities with respect to services under this contract, except on written consent of the recipient, his attorney, or responsible guardian.

F. Follow and enforce the Department of Human Services Code of Conduct. The SERVICE PROVIDER will assure that each employee or volunteer receives a current copy of the Code of Conduct (Attachment E). The SERVICE PROVIDER shall retain in each employee or volunteer's file a signed and dated statement (Attachment G) in which that person certifies that he or she has read and understood the Code of Conduct and will comply with it. Annually the SERVICE PROVIDER shall obtain a copy of the current DHS Provider Code of Conduct poster (Attachment F). The SERVICE PROVIDER shall prominently display the poster where its employees and volunteers can see it.

G. 1. ALG AAA and SERVICE PROVIDER are governmental entities of the State of Utah, and subject to the Utah Governmental Immunity Act, therefore no indemnification is required, and ALG AAA, SERVICE PROVIDER, and DHS shall each be responsible for their own actions and defense of any claims or suits to the extent required by the Act. Nothing in this Contract shall be construed as a waiver by any party to this Contract of any rights, limits, protections or defenses provided by the Act nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party of this Contract is entitled.

2. The SERVICE PROVIDER shall comply with the Utah Workers' Compensation Act to provide workers' compensation coverage for their employees.

3. The SERVICE PROVIDER has no right of subrogation or contribution from the State, DHS, or ALG AAA, for any judgment rendered against the SERVICE PROVIDER.

H. Impose no fees upon any qualified program participant (as defined in this contract and all its attachments) given services under this contract.

I. Submit, as part of this contract, a comprehensive line item budget to include all anticipated expenditures, sources and amounts of revenue pertaining to programmatic area(s) of this contract. Assure that the following minimum percentages of Fed/State dollars under Soc & Rec are spent: 8% Access Services (transportation, outreach, information, and referral), 8% In-Home services (homemaker and home health aide, visiting and telephone reassurance, and chore services, and maintenance and support services), and 2% Legal assistance.

J. Maintain a Fiscal Management System, including books of account, records, documents and other evidence, along with accounting procedures sufficient to manage all income and expenditures and properly reflect all allowable costs of whatever nature claimed for the performance of this contract. This fiscal management system will assure that multiple funding sources will not be billed in excess of the established costs of services for a client or group of clients.

K. Provide at least **\$ 4,435.00** in cash or in allowable in-kind to Match Federal and/or State funds.

L. Make every reasonable effort to locate, solicit, and obtain local, client fees and/or contributions, third party and other fiscal resources.

M. Computer Compliance and Business Continuity Plan: The SERVICE PROVIDER acknowledges that they have developed a "business continuity plan" in the event that any emergency impacts their operations, including but not limited to, failures in their systems or systems for which they have no control. Business Continuity Plan: The business continuity plan, as used in this part, means a plan in which the primary goal is to protect the safety and health of clients who are receiving services through the SERVICE PROVIDER. The secondary goal of the business continuity plan is to continue to operate the SERVICE PROVIDERS critical functions/processes during or following the emergency once the SERVICE PROVIDER has provided for the health and safety of its clients. SERVICE PROVIDER will comply with all plan requirements found in The DHS Contract: Part I. Section B: 3. Emergency Management and Business Continuity Plan

N. Performance Measures and Client Outcomes: The SERVICE PROVIDER agrees to cooperate with all of the ALG AAA; DHS and DHS/DAAS-initiated client or customer feedback activities described in The DHS Contract: Part III.

3. MUTUALLY AGREED THAT:

A. The total amount of funds in this contract are subject to review and possible adjustment (depending upon funding source(s) anytime after the close of the first quarter).



**ATTACHMENT C**  
**SERVICE OBJECTIVES**

**Scope of Work and Special Conditions**

142305296. **Eligibility Categories:** The clients served under this Contract are in the following eligibility categories: Category: Area Agency Pass Thru Code: AA

142305297. **Eligibility Determination:** The SERVICE PROVIDER (County) will determine the clients eligibility for the services provided under this Contract.

142305298. **Description of the Services or Supports to be Provided Under this Contract:**

The SERVICE PROVIDER will provide the services identified in the Southeastern Utah FY 2012 Area Agency on Aging Plan, the terms of which are incorporated herein by reference. This plan is maintained by Southeastern Utah Area Agency on Aging, Box 1106, Price, UT 84501.

142305299. **Population to be Served:**

For Older Americans Act Programs: Individuals 60 years of age and older (including spouse of any age) with social or economic need, targeting low income minorities.

For United States Department of Agriculture Cash-In-Lieu: Individuals 60 years of age and older (including spouse of any age).

The Home and Community-Based/Alternatives Services Program: Individuals 18 years of age and older who meet income/asset tests are provided an array of services which enable them to live in their own homes. Individual's expenses should not exceed \$750.00 per month unless a waiver is submitted and approved.

The Respite Care Program: Caregivers of individuals who are suffering chronic long-term illnesses or conditions are provided intermittent and time-limited relief from caregiving responsibilities.

142305300. **Treatment of Service Requirements:**

The SERVICE PROVIDER shall provide personal assistance, standby assistance, supervision or cues for persons having difficulties with one or more of the following activities of daily living:

Persons having difficulty with preparing meals, shopping for personal items, managing money, using the telephone or doing light housework.

Provide a means of transportation for a person who requires help in going from one location to another.

Provide a program to promote better health by providing accurate and culturally sensitive nutrition and physical fitness programs.

Persons having difficulty eating, dressing, bathing, toileting and transferring in and out of bed.

Provide personal care for dependent individuals in a supervised protective, congregate setting during some portion of a 24-hour day.

Provide eligible clients at a nutrition site, senior center or other congregate setting a meal that complies with the Dietary Guidelines for Americans.

Provide eligible clients, at the client's place of residence, a meal which complies with the Dietary Guidelines of Older Americans Act.

142305301. **SERVICE PROVIDER Qualifications:** The SERVICE PROVIDER shall establish and maintain (either directly or by contract) programs licensed under Utah Code Annotated Title 62A,

Chapter 2, Licensure of Programs and Facilities. All programs shall comply with Utah Administrative Code Rule R501, Human Services, Administration, Administrative Services, and Licensing.

142305302. **Documentation Requirements:** On a monthly, quarterly, and annual basis the SERVICE PROVIDER shall provide Outcome System Data information and Information System Data to Southeastern Utah AAA. The SERVICE PROVIDER shall also cooperate with any Southeastern Utah AAA requests for special studies or research requested. The SERVICE PROVIDER shall maintain records consisting of the individual's name, services provided, the names of the service providers that provided each service and the amount charged for each service.

142305303. **Home Care Programs:**

Monies allocated by the ALG AAA from State general funds for the In-Home/Alternatives will be spent only for costs incurred in the State-supported home care programs, including administration, case management, and service costs. Up to 25% of total program expenditures for the fiscal year will be allowable for administrative costs for each program. Reallocated dollars must be used for service costs which include case management.

Ten percent (10%) of the fees/collections received during the contract year may be carried over into the next contract year, but must be expended during the first quarter of the new contract year for individuals receiving in-home support services. All fees/collections must be reported as a separate line item on the Quarterly reports; all such income will be considered as program revenue.

142305304. **Minimum Percentage:** The SERVICE PROVIDER will assure that the required minimum percentage of the Title IIIB and State Service funds will be expended for the delivery of each of the following categories of service: eight percent (8%) for access services (transportation, outreach, and information and referral), eight percent (8%) for in-home services (homemaker and home health aide, visiting, telephone reassurance, chore maintenance, supportive services for families of frail elderly people including victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction and their families), and two percent (2%) for legal assistance.

10. **Waiver of Minimum Percentage:** The SERVICE PROVIDER may apply for a waiver of the expenditure of the required minimum percentage for the delivery of each of the categories of service specified above. If the SERVICE PROVIDER does not expend the required minimum percentage by the end of the Fiscal Year, these expended funds will be reallocated to the agencies who did meet the expenditure level. These funds will be distributed in the next Fiscal Year, utilizing the funding formula and must be expended in the category they were originally designated.

**ATTACHMENT D**  
**UNITS OF SERVICE TO BE PROVIDED**  
**1 July 2020 to 30 June 2021**

COUNTY:	Grand		
I.	ACCESS:	Units:	
	A. Transportation	3,000	
	B. Outreach	150	
	C. Information/Referral		2,000
	D. Escort	250	
II.	IN-HOME:		
	A. Friendly Visitor	9,500	
	B. Telephone Reassurance	300	
III.	LEGAL:	25	
IV.	SUPPORTIVE SERVICES:		
	A. Assessment/Screening	1,500	
	B. Education	225	
	C. Recreation	2,600	
	D. Shopping	150	
V.	VOLUNTEER ACTIVITIES:		
	A. Volunteers	35	
	B. Volunteer Hours	2,000	
VI.	CONGREGATE MEALS:		
	A. Meals Served	14,500	
VII.	HOME DELIVERED MEALS:		
	A. Meals Served	21,500	

## Attachment E

### **R495. Human Services, Administration.**

#### **R495-876. Provider Code of Conduct.**

##### **R495-876-1. Authority.**

**As in effect on August 1, 2014**

The Department of Human Services promulgates this rule pursuant to the rulemaking authority granted in Section 62A-1-111.

##### **R495-876-2. Statement of Purpose.**

(1) The Department of Human Services ("DHS") adopts this Code of Conduct to:

(a) Protect its clients from abuse, neglect, maltreatment and exploitation; and

(b) Clarify the expectation of conduct for DHS Providers and their employees and volunteers who interact in any way with DHS clients, DHS staff and the public.

(2) The Provider shall distribute a copy of this Code of Conduct to each employee and volunteer, regardless of whether the employees or volunteers provide direct care to clients, indirect care, administrative services or support services. The Provider shall require each employee and volunteer to read the Code of Conduct and sign a copy of the attached "Certification of Understanding" before having any contact with DHS clients. The Provider shall file a copy of the signed Certificate of Understanding in each employee and volunteer's personnel file. The Provider shall also maintain a written policy that adequately addresses the appropriate treatment of clients and that prohibits the abuse, neglect, maltreatment or exploitation of clients. This policy shall also require the Provider's employees and volunteers to deal with DHS staff and the public with courtesy and professionalism.

(3) This Code of Conduct supplements various statutes, policies and rules that govern the delivery of services to DHS clients. The Providers and the DHS Divisions or Offices may not adopt or enforce policies that are less-stringent than this Code of Conduct unless those policies have first been approved in writing by the Office of Licensing and the Executive Director of the Utah Department of Human Services. Nothing in this Code of Conduct shall be interpreted to mean that clients are not accountable for their own misbehavior or inappropriate behavior, or that Providers are restricted from imposing appropriate sanctions for such behavior.

##### **R495-876-3. Abuse, Neglect, Exploitation, and Maltreatment Prohibited.**

Providers shall not abuse, neglect, exploit or maltreat clients in any way, whether through acts or omissions or by encouraging others to act or by failing to deter others from acting.

##### **R495-876-4. General Definitions.**

(1) "Client" means anyone who receives services from DHS or from a Provider pursuant to an agreement with DHS or funding from DHS.

(2) "DHS" means the Utah Department of Human Services or any of its divisions, offices or agencies.

(3) "Domestic-violence-related child abuse" means any domestic violence or a violent physical or verbal interaction between cohabitants in the physical presence of a child or having

knowledge that a child is present and may see or hear an act of domestic violence.

(4) "Emotional maltreatment" means conduct that subjects the client to psychologically destructive behavior, and includes conduct such as making demeaning comments, threatening harm, terrorizing the client or engaging in a systematic process of alienating the client.

(5) "Provider" means any individual or business entity that contracts with DHS or with a DHS contractor to provide services to DHS clients. The term "Provider" also includes licensed or certified individuals who provide services to DHS clients under the supervision or direction of a Provider. Where this Code of Conduct states (as in Sections III-VII) that the "Provider" shall comply with certain requirements and not engage in various forms of abuse, neglect, exploitation or maltreatment, the term "Provider" also refers to the Provider's employees, volunteers and subcontractors, and others who act on the Provider's behalf or under the Provider's control or supervision.

(6) "Restraint" means the use of physical force or a mechanical device to restrict an individual's freedom of movement or an individual's normal access to his or her body. "Restraint" also includes the use of a drug that is not standard treatment for the individual and that is used to control the individual's behavior or to restrict the individual's freedom of movement.

(7) "Seclusion" means the involuntary confinement of the individual in a room or an area where the individual is physically prevented from leaving.

(8) "Written agency policy" means written policy established by the Provider. If a written agency policy contains provisions that are more lenient than the provisions of this Code of Conduct, those provisions must be approved in writing by the DHS Executive Director and the Office of Licensing.

#### **R495-876-5. Definitions of Prohibited Abuse, Neglect, Exploitation, and Maltreatment.**

(1) "Abuse" includes, but is not limited to:

(a) Harm or threatened harm, to the physical or emotional health and welfare of a client.

(b) Unlawful confinement.

(c) Deprivation of life-sustaining treatment.

(d) Physical injury, such as contusion of the skin, laceration, malnutrition, burn, fracture of any bone, subdural hematoma, injury to any internal organ, any injury causing bleeding, or any physical condition which imperils a client's health or welfare.

(e) Any type of unlawful hitting or corporal punishment.

(f) Domestic-violence-related child abuse.

(g) Any Sexual abuse and sexual exploitation including but not be limited to:

(i) Engaging in sexual intercourse with any client.

(ii) Touching the anus or any part of the genitals or otherwise taking indecent liberties with a client, or causing an individual to take indecent liberties with a client, with the intent to arouse or gratify the sexual desire of any person.

(iii) Employing, using, persuading, inducing, enticing, or coercing a client to pose in the nude.

(iv) Engaging a client as an observer or participation in sexual acts.

(v) Employing, using, persuading, inducing, enticing or coercing a client to engage in any

sexual or simulated sexual conduct for the purpose of photographing, filming, recording, or displaying in any way the sexual or simulated sexual conduct. This includes displaying, distributing, possessing for the purpose of distribution, or selling material depicting nudity, or engaging in sexual or simulated sexual conduct with a client.

(vi) Committing or attempting to commit acts of sodomy or molestation with a client.

(2) "Neglect" includes but is not limited to:

(a) Denial of sufficient nutrition.

(b) Denial of sufficient sleep.

(c) Denial of sufficient clothing, or bedding.

(d) Failure to provide adequate client supervision; including situations where the Provider's employee or volunteer is asleep or ill on the job, or is impaired due to the use of alcohol or drugs.

(e) Failure to provide care and treatment as prescribed by the client's services, program or treatment plan, including the failure to arrange for medical or dental care or treatment as prescribed or as instructed by the client's physician or dentist, unless the client or the Provider obtains a second opinion from another physician or dentist, indicating that the originally-prescribed medical or dental care or treatment is unnecessary.

(f) Denial of sufficient shelter, where shelter is part of the services the Provider is responsible for providing to the client.

(g) Educational neglect (i.e. willful failure or refusal to make a good faith effort to ensure that a child in the Provider's care or custody receives an appropriate education).

(3) "Exploitation" will includes but is not limited to:

(a) Using a client's property without the client's consent or using a client's property in a way that is contrary to the client's best interests, such as expending a client's funds for the benefit of another.

(b) Making unjust or improper use of clients or their resources.

(c) Accepting gifts in exchange for preferential treatment of a client or in exchange for services that the Provider is already obliged to provide to the client.

(d) Using the labor of a client for personal gain.

(e) Using the labor of a client without paying the client a fair wage or without providing the client with just or equivalent non-monetary compensation, except where such use is consistent with standard therapeutic practices and is authorized by DHS policy or the Provider's contract with DHS.

(i) Examples:

(A) It is not "exploitation" for a foster parent to assign an extra chore to a foster child who has broken a household rule, because the extra chore is reasonable discipline and teaches the child to obey the household rules.

(B) It is not "exploitation" to require clients to help serve a meal at a senior center where they receive free meals and are encouraged to socialize with other clients. The meal is a non-monetary compensation, and the interaction with other clients may serve the clients' therapeutic needs.

(C) It is usually "exploitation" to require a client to provide extensive janitorial or household services without pay, unless the services are actually an integral part of the therapeutic program, such as in "clubhouse" type programs that have been approved by DHS.

(4) "Maltreatment" includes but is not limited to:

(a) Physical exercises, such as running laps or performing pushups, except where such exercises are consistent with an individual's service plan and written agency policy and with the individual's health and abilities.

(b) Any form of Restraint or Seclusion used by the Provider for reasons of convenience or to coerce, discipline or retaliate against a client. The Provider may use a Restraint or Seclusion only in emergency situations where such use is necessary to ensure the safety of the client or others and where less restrictive interventions would be ineffective, and only if the use is authorized by the client's service plan and administered by trained authorized personnel. Any use of Restraint or Seclusion must end immediately once the emergency safety situation is resolved. The Provider shall comply with all applicable laws about Restraints or Seclusions, including all federal and state statutes, regulations, rules and policies.

(c) Assignment of unduly physically strenuous or harsh work.

(d) Requiring or forcing the individual to take an uncomfortable position, such as squatting or bending, or requiring or forcing the individual to repeat physical movements as a means of punishment.

(e) Group punishments for misbehaviors of individuals.

(f) Emotional maltreatment, bullying, teasing, provoking or otherwise verbally or physically intimidating or agitating a client.

(g) Denial of any essential program service solely for disciplinary purposes.

(h) Denial of visiting or communication privileges with family or significant others solely for disciplinary purposes.

(i) Requiring the individual to remain silent for long periods of time for the purpose of punishment.

(j) Extensive withholding of emotional response or stimulation.

(k) Denying a current client from entering the client's residence, where such denial is for disciplinary or retaliatory purposes or for any purpose unrelated to the safety of clients or others.

#### **R495-876-6. Provider's Compliance with Conduct Requirements Imposed by Law, Contract or Other Policies.**

In addition to complying with this Code of Conduct, the Provider shall comply with all applicable laws (such as statutes, rules and court decisions) and all policies adopted by the DHS Office of Licensing, by the DHS Divisions or Offices whose clients the Provider serves, and by other state and federal agencies that regulate or oversee the Provider's programs. Where the Office of Licensing or another DHS entity has adopted a policy that is more specific or restrictive than this Code of Conduct, that policy shall control. If a statute, rule or policy defines abuse, neglect, exploitation or maltreatment as including conduct that is not expressly included in this Code of Conduct, such conduct shall also constitute a violation of this Code of Conduct. See, e.g., Title 62A, Chapter 3 of the Utah Code (definition of adult abuse) and Title 78A, Chapter 6 and Title 76, Chapter 5 of the Utah Code (definitions of child abuse).

#### **R495-876-7. The Provider's Interactions with DHS Personnel and the Public.**

In carrying out all DHS-related business, the Provider shall conduct itself with

professionalism and shall treat DHS personnel, the members of the Provider's staff and members of the public courteously and fairly. The Provider shall not engage in criminal conduct or in any fraud or other financial misconduct.

**R495-876-8. Sanctions for Non-compliance.**

If a Provider or its employee or volunteer fail to comply with this Code of Conduct, DHS may impose appropriate sanctions (such as corrective action, probation, suspension, disbarment from State contracts, and termination of the Provider's license or certification) and may avail itself of all legal and equitable remedies (such as money damages and termination of the Provider's contract). In imposing such sanctions and remedies, DHS shall comply with the Utah Administrative Procedures Act and applicable DHS rules. In appropriate circumstances, DHS shall also report the Provider's misconduct to law enforcement and to the Provider's clients and their families or legal representatives (e.g., a legal guardian). In all cases, DHS shall also report the Provider's misconduct to the licensing authorities, including the DHS Office of Licensing.

**R495-876-9. Providers' Duty to Help DHS Protect Clients.**

(1) Duty to Protect Clients' Health and Safety. If the Provider becomes aware that a client has been subjected to any abuse, neglect, exploitation or maltreatment, the Provider's first duty is to protect the client's health and safety.

(2) Duty to Report Problems and Cooperate with Investigations. Providers shall document and report any abuse, neglect, exploitation or maltreatment and exploitation as outlined in this Code of Conduct, and they shall cooperate fully in any investigation conducted by DHS, law enforcement or other regulatory or monitoring agencies.

(a) Except as provided in subsection(b) below, Providers shall immediately report abuse, neglect, exploitation or maltreatment by contacting the local Regional Office of the appropriate DHS Division or Office. During weekends and on holidays, Providers shall make such reports to the on-call worker of that Regional Office.

(i) Providers shall report any abuse or neglect of disabled or elder adults to the Adult Protective Services intake office of the Division of Aging and Adult Services.

(ii) The Provider shall make all reports and documentation about abuse, neglect, exploitation, and maltreatment available to appropriate DHS personnel and law enforcement upon request.

(b) Providers shall document any client injury (explained or unexplained) that occurs on the Providers' premises or while the client is under the Provider's care and supervision, and the Provider shall report any such injury to supervisory personnel immediately. Providers shall cooperate fully in any investigation conducted by DHS, law enforcement or other regulatory or monitoring agencies. If the client's injury is extremely minimal, the Provider has 12 hours to report the injury. The term "extremely minimal" refers to injuries that obviously do not require medical attention (beyond washing a minor wound and applying a band-aid, for example) and which cannot reasonably be expected to benefit from advice or consultation from the supervisory personnel or medical practitioners.

(i) Example: If a foster child falls off a swing and skins her knee slightly, the foster parent shall document the injury and report to the foster care worker within 12 hours.

(ii) Example: If a foster child falls off a swing and sprains or twists her ankle, the foster parent shall document the injury and report it immediately to supervisory personnel because the supervisor may want the child's ankle X-rayed or examined by a physician.

(3) Duty to Report Fatalities and Cooperate in Investigations and Fatality Reviews. If a DHS client dies while receiving services from the Provider, the Provider shall notify the supervising DHS Division or Office immediately and shall cooperate with any investigation into the client's death. In addition, some Providers are subject to the Department of Human Services' Fatality Review Policy. (See the "Eligibility" section of DHS Policy No. 05-02 for a description of the entities subject to the fatality review requirements. A copy of the policy is available at the DHS web site at: <http://www.hspolicy.utah.gov>) If the Provider is subject to the Fatality Review Policy, it shall comply with that policy (including all reporting requirements) and the Provider shall cooperate fully with any fatality reviews and investigations concerning a client death.

(4) Duty to Display DHS Poster. The Provider shall prominently display in each facility a DHS poster that notifies employees of their responsibilities to report violations of this Provider Code of Conduct, and that gives phone numbers for the Regional Office or Intake Office of the relevant DHS Division(s). Notwithstanding the foregoing, if the Provider provides its services in a private home and if the Provider has fewer than three employees or volunteers, the Provider shall maintain this information in a readily-accessible place but it need not actually display the DHS poster. DHS shall annually provide the Provider with a copy of the current DHS poster or it shall make the poster available on the DHS web site:  
[http://www.hspolicy.utah.gov/pdf/poster\\_provider\\_code\\_of\\_conduct.pdf](http://www.hspolicy.utah.gov/pdf/poster_provider_code_of_conduct.pdf).

**KEY: social services, provider conduct\***

**Date of Enactment or Last Substantive Amendment: August 26, 2008**

**Notice of Continuation: August 10, 2011**

**Authorizing, and Implemented or Interpreted Law: 62A-1-110; 62A-1-111**

# **ATTACHMENT F:**

*Dept. of Human Services Code of Conduct Poster*



UTAH DEPARTMENT OF HUMAN SERVICES

## PROVIDER CODE OF CONDUCT

**ANY CONTRACTED, LICENSED OR CERTIFIED AGENCY, INDIVIDUAL, OR EMPLOYEE IS RESPONSIBLE TO DOCUMENT AND REPORT ABUSE, SEXUAL ABUSE AND SEXUAL EXPLOITATION, NEGLIGENCE, MALTREATMENT AND EXPLOITATION.**

**IF YOU WITNESS  
PROVIDER CODE OF CONDUCT VIOLATIONS,  
CALL THE DEPARTMENT OF HUMAN SERVICES:**

**801-520-2777**

---

**IF YOU WITNESS  
QUESTIONABLE FINANCIAL ACTIVITY,  
OR OTHER UNETHICAL BEHAVIOR**

The information below will assist you in contacting the correct Department of Human Services office where you may submit your concerns or complaints or seek assistance in resolving a problem.

For any concerns related to abuse, neglect or exploitation of vulnerable adults, please contact:

- **Adult Protective Services - Salt Lake County (801) 538-3567**  
**Outside SL County 1-800-371-7897**

For all issues related to facilities and operations or background screening please contact:

- **DHS Office of Licensing - (801) 538-4242**

If you have any concerns regarding treatment of children please contact:

- **Office of Child Protection Ombudsman – (801) 538-4589**
- **Child Protective Services - 1-855-323-3237**

For any concerns related to Department of Human Services contracts, (i.e., financial or payment issues, or to report suspected misuse of public funds) please contact:

- **Bureau of Internal Review and Audit – (801) 538-8261**

## **ATTACHMENT G:**

*Dept. of Human Services Provider Code of Conduct  
Certificate of Understanding and Compliance*

**PROVIDER CODE OF CONDUCT  
CERTIFICATE OF UNDERSTANDING AND COMPLIANCE**

*(To be signed by all DHS Providers and their employees, volunteers and subcontractors.)*

I have read and been provided with a personal copy of the Provider Code of Conduct for the Utah Department of Human Services.

I understand this Code of Conduct and I will comply with it. I have had an opportunity to ask questions and seek clarification about the Code of Conduct, and my questions have been answered to my satisfaction and understanding.

---

Signature of Employee or Volunteer

Date

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

---

Signature of Supervisor

Date

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

---

Program/Facility

---

Street Address

---

City, State, ZIP Code

**The Provider shall place a copy of this signed "Certificate of Understanding and Compliance" in the signer's personnel file and shall make that file available to DHS upon request.**

**GRAND COUNTY, UTAH  
ORDINANCE 634 (2021)**

**REPEALING AND REPLACING TITLE 17 (USE OF PUBLIC LANDS) OF THE  
GRAND COUNTY GENERAL ORDINANCES AND RELATED ORDINANCE NO. 604**

**WHEREAS**, Utah Code § 17-50-304 permits Grand County (the “County”) to make and enforce “all such local, police, building, and sanitary regulations as are not in conflict with general laws;”

**WHEREAS**, Grand County experiences millions of recreational user visits each year, according to visitor use statistics maintained by the National Park Service;

**WHEREAS**, said recreational users seek a high-quality recreational experience on our public lands maintained by the National Park Service, United States Forest Service, Bureau of Land Management, State of Utah, and the County;

**WHEREAS**, Grand County adopted Title 17 of the Grand County General Ordinances via Ordinance No. 604 in 2019;

**WHEREAS**, Grand County has continued to received an increase in the number of complaints regarding the impacts of recreational users in the County, especially with regards to slacklining, illegal e-Bike use, and the enforcement of same, including aiding and abetting of the same; and

**WHEREAS**, to reduce damage to natural and cultural resources and to provide for public safety, it is in the best interest of Grand County and its citizens if the County establishes regulations of public lands within the County;

**NOW, THEREFORE, BE IT ORDAINED** that the Grand County Commission hereby repeals and replaces Title 17 (Use of Public Lands) and related Ordinance 604, as set forth in *Exhibit A*.

**ADOPTED** by the Grand County Commission in a public meeting on July 6, 2021 by the following vote:

*Those voting aye:* Hadler, Hedin, McGann, Walker

*Those voting nay:* Clapper, Stock, Woytek

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

**Grand County Council**

DocuSigned by:  
*Mary McGann*  
83872C8E327C4A8...  
\_\_\_\_\_  
Mary McGann, Chair

**ATTEST:**

DocuSigned by:  
*Quinn Hall*  
E3C011378619414...  
\_\_\_\_\_  
Quinn Hall, Clerk/Auditor

## **Exhibit A**

### Title 17

#### USE OF PUBLIC LANDS

##### Chapters:

- 17.01 Purpose
- 17.02 Definitions
- 17.03 Camping and Parking
- 17.04 Sanitation
- 17.05 Roadways and Vehicles
- 17.06 Animals
- 17.07 General Use
- 17.08 Criminal Responsibility for the Conduct of Another
- 17.09 Enforcement

##### Chapter 17.01

#### PURPOSE

##### 17.01.010 Purpose.

These regulations establish minimum standards to:

- A. Reduce damage to and undue stress on natural resources located on Public Lands in Grand County, including local wildlife, vegetation, soil, and visual and cultural resources;
- B. Reduce conflict between recreational users and increase the enjoyment of Public Lands in Grand County;
- C. Assist law enforcement officers, including Authorized Officers, to make and enforce regulations that protect and promote Public Lands in Grand County;
- D. Provide for public safety and secure and promote the public health, comfort, convenience, safety, welfare and the peace and quiet of all users of Public Lands within Grand County.

## Chapter 17.02

### DEFINITIONS

#### Sections:

17.02.010 Definitions

17.02.010 Definitions.

A. "Authorized Officer" means any elected, appointed, or employed officer of a federal, state, or local law enforcement agency who is commissioned to enforce the criminal laws of the United States of America or State of Utah generally.

B. "Bicycle" means a wheeled vehicle propelled by human power by feet or hands acting upon pedals or cranks, as defined in Utah Code § 41-1a-102.

C. "Camping", or to camp, means the temporary use of Public Lands for the purpose of overnight occupancy without a permanently fixed structure, including pitching a tent, parking a trailer, erecting any shelter, or placing any other camping equipment for overnight occupancy.

D. "Designated Campground" means a designated and signed area that has been improved and developed for camping with facilities such as toilets, tables, and fire pits.

E. "Developed Recreation Site" means a fee and non-fee area which has been designated, improved or developed for recreation, including Designated Campgrounds, picnic areas, day use areas, trails, and roads, which may be managed by the United States, State of Utah, or Grand County.

F. "Dispersed Camping Area" means a non-fee area used for camping outside of a Developed Campground with no services, such as trash removal, and few or no facilities such as toilets, tables, and fire pits.

G. "Electric Assisted Bicycle" means a bicycle with an electric motor, as defined in Utah Code § 41-1a-102.

H. "Greywater" means wastewater generated from baths, sinks, basins, and other appliances that has not been contaminated by fecal matter.

I. "Motor Vehicle" means a self-propelled vehicle intended primarily for use and operation on the highways, as defined in Utah Code § 41-1a-102.

J. "Nuisance Animal" means any animal(s) that: molests passersby or passing vehicles; attacks other animals; trespasses on private property; is repeatedly at large or not under restraint damages private or public property; or barks, whines or howls in an excessive, continuous or untimely manner.

K. "Off-Highway Vehicle" means every snowmobile, all-terrain type I vehicle, all-terrain type II vehicle, all-terrain type III vehicle, or motorcycle as defined in Utah Code § 41-22-2.

L. "Public Lands" means land owned by the United States, State of Utah, or Grand County.

M. "Sewage Facility" means any wet or dry toilet or temporary waste kit that may be legally deposited into a refuse container, or other appropriate wastewater system provided for the purpose of treating waste or sewage.

N. "Vehicle" means all Motor Vehicles and Off-Highway Vehicles.

O. "Slacklining" or "to slackline" means the act of walking or balancing along a suspended length of rope or webbing fixed above ground that is tensioned between two anchors. Slacklining is similar to slack rope walking and/or tightrope walking.

#### Chapter 17.03

### CAMPING AND PARKING

#### Sections:

17.03.010 Campfires

17.03.020 Camping

17.03.010 Campfires.

On Public Lands, unless authorized by permit, no person shall:

- A. Ignite or maintain a wood-burning fire outside of a firepan, fireplace, grill or ring that is either established or provided for that purpose;
- B. Ignite or maintain a fire using propane, gasoline, or similar fuel except in a stove or lantern;
- C. Build or install, or otherwise create new fireplaces, fire grills, or campfire rings;
- D. Burn wood pallets;
- E. Fire a tracer or incendiary device;
- F. Leave a fire unattended or fail to completely extinguish a fire not in use, except to report it if it has spread beyond control,
- G. Resist or interfere with the efforts of firefighter(s) to extinguish a fire;
- H. Enter an area which is closed by a fire prevention order; or
- I. Perform any act restricted by a fire prevention order.

17.03.020 Camping.

On Public Lands, unless otherwise authorized by permit, no person shall:

- A. Camp outside of developed campsites in Designated Campgrounds or existing campsites in Dispersed Camping Areas;
- B. Build or install, or otherwise create, new campsites;
- C. Occupy or otherwise use a campsite occupied by or reserved for another person;

D. Camp in areas posted as closed to camping (including No Camping signs), including archaeological sites and historic sites;

E. Occupy a campsite:

1. In Designated Campgrounds:

- a. With more people or vehicles than permitted or posted;
- b. Without payment of required fees; or
- c. For a longer period of time than permitted by applicable federal, state, or local law;

2. In Dispersed Camping Areas:

- a. With more than ten (10) people and two (2) vehicles; or
- b. For more than fourteen (14) consecutive days within a thirty (30) day period within a thirty (30) mile radius; or

F. Interfere with a lawful occupant or user of a campsite.

## Chapter 17.04

### SANITATION

#### Sections:

- 17.04.010 Human Waste
- 17.04.020 Trailer Refuse or Waste
- 17.04.030 Cleaning and Washing

#### 17.04.010 Human Waste.

No person shall dump or otherwise deposit human waste, or wastewater contaminated by fecal matter, on Public Lands except in a Sewage Facility. All persons are required to carry out solid human body waste and must possess and utilize a Sewage Facility that allows for the disposal of solid human waste through authorized refuse container or sewage systems;

#### 17.04.020 Trailer Refuse or Waste.

No person shall drain, dump, or otherwise deposit refuse or waste from any trailer or other vehicle on to Public Lands, including Greywater and oil, except in receptacles provided for such use.

#### 17.04.030 Cleaning and Washing.

No person shall clean fish, game, clothing, or household articles at any outdoor hydrant, pump, faucet, or fountain or restroom water faucet on Public Lands.

## Chapter 17.05

### ROADWAYS AND VEHICLES

- 17.05.010 General Regulation
- 17.05.020 Fins and Things
- 17.05.010 General Regulation.

Utah Statute §§ 41-22-1 *et seq.* (Off-Highway Vehicles) and §§ 41-6a-101 *et seq.* (Traffic Code), as amended, shall govern the general operation, use, and parking of Vehicles on Public Lands. In the event of conflict, Utah Statute shall control.

17.05.020 Fins and Things.

Grand County Ordinance at Section 12.12.060 shall control travel on Fins and Things, which entire roadway is designated for one direction of vehicle travel and which southern side, that portion south of Sand Flats Road, is limited to daytime hours only defined as one half hour after sunrise to one half hour prior to sunset.

Chapter 17.06

ANIMALS

Sections:

- 17.06.010 Restraint and Care, Generally
- 17.06.020 Hitching or Tying Animals
- 17.06.030 Nuisance Animals

17.06.010 Restraint and Care, Generally.

Title 6 of the Grand County Ordinances, and Utah Statute §§ 76-9-301 *et seq.*, as amended, shall govern the restraint and care of animals on Public Lands. In the event of conflict, Utah Statute shall control; in the event of conflict between Title 6 and Chapter 17.06 of the Grand County Ordinances, Title 6 shall control.

17.06.020 Hitching or Tying Animals.

No person shall hitch or tie an animal to any tree, shrub, vehicle, or improvement, including structures, on Public Lands that causes damage or blocks or restricts foot or vehicular traffic.

17.06.030 Nuisance Animals.

On Public Lands, and as determined by an Authorized Officer, no person shall:

- A. Maintain a Nuisance Animal without proper confinement or muzzling; or
- B. Fail to restrain a Nuisance Animal.

Chapter 17.07

GENERAL USE

Sections:

- 17.07.010 Resource Collection
- 17.07.020 Protection of Property and Resources
- 17.07.030 Noise
- 17.07.040 Trails
- 17.07.050 Nuisance
- 17.07.060 Abandonment of Property
- 17.07.070 Vandalism

17.07.010 Resource Collection.

On Public Lands, unless authorized by permit, no person shall:

- A. Collect, gather, or cut wood for any purpose;
- B. Collect for commercial purposes or in commercial quantities any of the following:
  - 1. Commonly available renewable resources such as flowers, berries, nuts, seeds, cones and leaves;
  - 2. Nonrenewable resources such as rock and mineral specimens, common invertebrate and plant fossils, and semiprecious stones;
  - 3. Petrified wood; or
  - 4. Mineral materials; or
- C. Gather petrified wood in the following areas:
  - 1. The Colorado River SRMA;
  - 2. High visitation sites within the Labyrinth Rim/Gemini Bridges SRMA; and
  - 3. Any other areas in which petrified wood gathering is prohibited by federal, state, or local law;

17.07.020 Protection of Property and Resources.

On Public Lands, no person shall willfully deface, disturb, remove, or destroy:

- A. Any personal property or structures, or any scientific, cultural, archeological, or historic resource, natural object or area; or
- B. Plants or their parts, soil, rocks, or minerals, or cave resources, except as otherwise authorized by permit or written agreement.

17.07.030 Noise.

- A. Title 11 of the Grand County Ordinances, as amended, shall govern noise on public lands. In the event of conflict between Title 11 and this Chapter 17.07.030, Title 11 shall control.
- B. On Public Lands, except as otherwise posted or permitted, no person shall:
  - a. Operate or use any audio device such as a radio, television, musical instrument, generator, or other noise producing device or motorized equipment:
    - 1. In a manner that makes unreasonable noise that disturbs other visitors; or
    - 2. Between the hours of 10 pm and 6 am.

17.07.040 Trails.

On Public Lands, no person shall:

- A. Bicycle, rollerblade, roller skate, skateboard, or operate a Vehicle or Electric Assisted Bicycle on any trail unless specifically designated or posted for that purpose;
- B. Block, restrict, or otherwise interfere with the normal use of any trail;
- C. Operate a Vehicle or Bicycle off designated trails; or
- D. Operate an Electric Assisted Bicycle on a trail posted or designated for non-motorized use unless specifically permitted by state or federal regulation.

17.07.050 Nuisance.

On Public Lands, and as determined by an Authorized Officer, no person shall cause a public disturbance or create a risk to other persons by engaging in activities which include, but are not limited to, the following:

- A. Making noise that exceeds that permitted by Title 11 - Noise of the Grand County Ordinances;
- B. Creating a hazard or nuisance as otherwise defined by the Grand County Ordinances, including Chapter 8.08 – Nuisances and the Grand County Land Use Code, as amended;
- C. Refusing to disperse when directed to do so by an Authorized Officer;
- D. Maintaining or failing to restrain a Nuisance Animal of any kind without proper confinement or muzzling, as determined by an Authorized Officer.
- E. Slacklining or attaching, using, or maintaining any wire, rope, swing, webbing, or slackline to any improvements at Developed Recreation Sites or on any Public Lands, including bridges, communication towers, transportation facilities, and other essential infrastructure.

17.07.060 Abandonment of Property.

Except as otherwise authorized by permit or written agreement, no person shall leave personal property unattended for more than 48 hours on Public Lands. Personal property left unattended for more than 48 hours shall be subject to disposition under federal, state, and local law.

17.07.070 Vandalism

No person shall interfere or tamper with or otherwise vandalize any improvements at Developed Recreation Sites or on any Public Lands, including bridges, communication towers, transportation facilities, Sewage Facilities, fee deposit tubes, signage, fencing, landscaping, structures, and accessory improvements. As used herein, interference and tampering include slacklining or attaching, using, or maintaining any wire, rope, swing, or slackline to any improvements such as bridges, communication towers, transportation facilities, and other essential infrastructure.

Chapter 17.08

CRIMINAL RESPONSIBILITY FOR THE CONDUCT OF ANOTHER

17.07.080 Criminal Responsibility for the Conduct of Another

Every person who solicits, requests, commands, encourages or intentionally aids another person to engage in conduct which constitutes a violation of this Title shall be as liable as a party for such conduct.

Chapter 17.09

ENFORCEMENT

Sections:

17.09.010 Violation

17.09.020 Enforcement

17.09.010 Violation.

Except where Utah Statute punishes a violation hereunder as an infraction, any person who is found guilty of violating any of this Title 17, either by failing to do those acts required herein or by doing a prohibited act, is guilty of a Class B misdemeanor punishable by a maximum sentence of up to six months in jail and a maximum fine of \$1,000. Each day such violation is committed or permitted to continue shall constitute a separate violation.

17.09.010 Enforcement.

The County Attorney may initiate legal action, civil or criminal, requested by the County Executive or Sheriff to abate any condition that exists in violation of this Title 17. In addition to other penalties imposed by a court of competent jurisdiction, any person(s) found guilty of violating this Title 17 shall be liable for all expenses incurred by the County in removing or abating any nuisance or other noise disturbance.

Sun	Mon	Tue	Wed	Thu	Fri	Sat	
1	2	3	4	5	6	7	
	10:30am - Planning 1pm - Meeting on 3pm - Land Trust 5pm - Airport Board 5pm - Airport Board 5:30pm - Mosquito	8:30am - SARC 4pm - Council	3pm - GCEDAC @	11am - Housing 11am - Housing 7pm - Water SSD &	3pm - SEC Internal		
8	9	10	11	12	13	14	
	12:30pm - Council 4pm - Planning	10:15am - Meeting 11am - Trail Mix Mtg 2pm - Conservation 3pm - MATC Bd. Mtg 3pm - MATC Meeting 5:30pm - OSTA Mtg 6pm - Cemetery Bd 6pm -	10am - SEC Meeting 1pm - Homeless 2pm - Emergency 5:30pm - John 6:30pm - Thompson	12:30pm - Motorized 2pm - General Plan 5:30pm - Cany			
15	16	17	18	19	20	21	
	10am - Red Sand	9am - EMS SSD Mtg 3pm - (No title) @ 3pm - Moab Fire 4pm - Commission 4pm - TSSSFD Mtg	1:30pm - Perf. Rvw. 5:30pm - Museum 7pm - Rec. SSD Bd.	12pm - HASU Bd. 4pm - Arches SSD 4pm - Solid Waste 5:30pm - Boundary 7pm - Water SSD &			
22	23	24	25	26	27	28	
	4pm - Planning		8:30am - Chamber 2pm - CEG meeting	CCP Mtg 1pm - SEUALG Mtg 2pm - General Plan	9am - Internal Audit		
29	30	31	1	2	3	4	
			12am - BOE in Chambers @ Grand County Courthouse-3-1-Council Chambers (30)				
				11am - Housing 7pm - Water SSD &	5pm - Utahraptor S.		

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29	30	31	1	2	3	4
			12am - BOE in Chambers @ Grand County Courthouse-3-1-Council Chambers (30)			
				11am - Housing 7pm - Water SSD &	5pm - Utahraptor S.	
5	6	7	8	9	10	11
	4pm - Weed Bd. Mtg 5:30pm - Mosquito	8:30am - SARC 4pm - Council	1pm - Homeless 2pm - Regional 6:30pm - Thompson	12:30pm - Motorized 2pm - General Plan 3pm - Sand Flats 5pm - Library Bd. 5:30pm - Cany	12am - Redistricting 10am - HPC Mtg	
12	13	14	15	16	17	18
	4pm - Planning 5pm - Airport Board	11am - Trail Mix Mtg 2pm - Conservation 3pm - MATC Bd. Mtg 3pm - MATC Meeting 5:30pm - OSTA Mtg 6pm - Cemetery Bd 6pm -	1pm - Watershed 1:30pm - Perf. Rvw. 5:30pm - Museum 7pm - Rec. SSD Bd.	12pm - HASU Bd. 1pm - LEPC Meeting 3pm - GCED 4pm - Arches SSD 4pm - Solid Waste 7pm - Water SSD &		
19	20	21	22	23	24	25
		9am - EMS SSD Mtg 3pm - Moab Fire 4pm - Commission 4pm - TSSSFD Mtg	8:30am - Chamber	1pm - SEUALG Mtg 2pm - General Plan		
26	27	28	29	30	1	2
	4pm - Planning	2:45pm - 4 Corners 5pm - Public Health				

**Grand County Events not including OSTA**

Date	Size	Event name	Location	Event type	teVerifi	Application in process	Permitted	Event Sponsor
07/23-24/2021	200	Desert Moon Rocks Festival	Thompson, Utah	Music Festival	Yes	Yes		
August 13-14	<b>Canceled</b>	UTE 100	La Sal Mountains, Mount Peal inn	foot race	Yes	<b>CANCELED</b>		<a href="#">Sean Run Bum Blanton</a>
08/29 - September 16	700	Moab Music Festival	Westwater	Music Festival	Yes			<a href="#">Erin Groves</a>
September 18-19	300	Moab Century Tour	Hwy 128, 313	Bike race	Yes			<a href="#">Beth</a>
September 22-25	200-300	Mother of all Boogies (MOAB)	CNY, Mineral bottom, Sorrel River	sky diving	Yes			
September 24th- 25th	1000 participants - 2000 Spectators	Utah High School Cycling League - South Region Race 3	Bar M area	Cycling Event	YES			<a href="#">Ginger Hall</a>
October 1-3 2021	350	Outerbike	Bar M area	Bike event/ vendor show	Yes			<a href="#">Sean Hayes</a>
October 1-3 2021	250	UTE 100	Upper Castle Valley/Loop Road	Foot Race	YES	<b>Cancelled</b>		
	200	Banff Mountain Film	High School	Film Festival				
Oct 8-12 2021	250	Moab 240	Hidden vally, Kane creek, Hurray	240 mile race	Yes			<a href="#">Samantha De La Vega</a>
<b>10/10/2021</b> <b>Moved to San Juan County</b>	700	MM Arches Half Marathon	South of Moab and San Juan County	running event	Yes			<a href="#">Justin and Denise Ricks</a>
10/14-16/2021	475	Building Man	Jenkstar Ranch Green River		Yes			
October 15-18	300	Trans Rockies Moab Rocks	Rim/ Mag 7	3 day bike race	YES			<a href="#">Kevin McDonald</a>
October 30-31	400	Desert Gravel Race Rext, Queen of the Desert	Fruita to Moab	Cycling Event	YES			<a href="#">Morgan Murri</a>
		HoDown	Amasa Back	Bike Race				
		Folk Festival	GCHS, Star Hall, Ball Fields	Music event				
11/4-8/2021	2000	Moab Trail Marathon	Creek, Amasa, Behind the Rocks	running event	Yes			<a href="#">Danelle Ballengee</a>
11/20/2021	1800	MM Deadhorse Ultra	Bar/ Seven Mile Parking	running event	Yes			<a href="#">Justin and Denise Ricks</a>
11/21-25/2021	200	GGYB Highline Gathering	Fruit Bowl	Slack line	Yes			<a href="#">Daniel Walsh</a>
	380	MM Winter Sun 5k	Golf Course to High School	5k foot race				<a href="#">Justin and Denise Ricks</a>

OSTA Events 2021

Date	Size	Event Name	Location	Event Type	Date Verified	Does this event require a SEC Permit	Date Permitted	Other Info	Reoccurring event Yes or No
2021 Season	50	Skate Moab	Pavilion	Roller Skating	Reoccurring event	No		Insurance on file	Yes
2021 Season (Tue & Thur)	40	ZUMBA	Pavilion	Exercice	Reoccurring event	No		Insurance on file	Yes
2021 Season	40	Baseball	Baseball Fields	Athletic	Reoccurring event	No			
2021 Season	40-60	Soccer	Soccer Fields	Athletic	Reoccurring event	No			
February	80	Dog Agility	OSTA - Main Arena	Dog agility	Cancelled for 2021	No			YES
August 7th	200	Car Show Name TBD	OSTA - Soccer Fields	Car Show	Feb. 2021	Yes			YES
August 15th-20th	75	Private Government	OSTA - Main Arena	Private - Government	Reoccurring event	No			YES
September 3rd -6th	200 +	Barrels 4 Bucks	OSTA - Main Arena	Barrel Racing	Reoccurring event	Yes			YES
September 11th-12th	1000+	Red Sand Pow Wow	OSTA- Pavilion, Soccer Fields, Camping	Pow Wow	July 2021	Yes			New
September 12th-18th	300	Solihul Society	OSTA - Main Arena, Camping, Trails	Land Rover	2019	Yes		This event happens every other year.	YES
September 24th - 26th	200	Barrels 4 Bucks	OSTA - Main Arena	Barrel Racing	Reoccurring event	Yes			YES
October 1st - 3rd	1000+	Canyolands PRCA Rodeo	OSTA - Main Arena	Rodeo	Reoccurring event	Will Advise		Has a Grand County Resolution in place.	YES
October 2	50	Frisbee Tournament	OSTA - Soccer Fields	Frisbee	Reoccurring event	Yes			YES
October 8th - 10th	50	Moab Fire Dept. w/ UVU Fire	OSTA - Ballfield rd/ Scorekeeper bldg.	Fire Certification	Reoccurring event	No			YES
October 8th - 10th	80 a day	Points and Pebbles Gem Show	OSTA - Main Arena	Rock Show	Reoccurring event	Yes			YES
October 15th - 16th	1000	PGP Auto Show	OSTA - Soccer Fields & Pavilion	Car Show	Feb. 2021	Yes			YES
October 18th - 22nd	25	Rigging for Rescue	OSTA - Conference room	Training	Reoccurring event	No			YES
October 21st - 23rd	260	Jeep Jamboree	OSTA - Main Arena & trails	Jeep Event	Reoccurring event	Yes	7-15-21		YES
October 22nd - 24th	200	Barrels 4 Bucks	OSTA - Main Arena	Barrel Racing	Reoccurring event	Yes			YES
October 27th - 29th	25	Jeep Jamboree	OSTA - Pavilion & Trails	Intro to 4x4 driving Jeep	Feb. 2021	No			YES
October 29th-31st	Will Advise	Raptors in the Rocks	OSTA Upper Parking Lot (Might do camping @ OSTA)	FORD - 4x4 Event	April 2021	Yes			
October 31st	1000+	Trunk or Treat	OSTA - Ballfield road	Halloween trick or treating	Reoccurring event	Will Advise			YES
November 4th-7th	Will Advise	Moab Craggin	OSTA - Pavilion & Racetrack	Craggin Event	Will Advise date is being held tentatively	Yes			
November 13th	300-400	Melva Cruz Quinceanera	OSTA - Indoor Arena	Quinceanera	July 2021	Yes			No